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NOTICES TO CORRESPONDENTS.

Notwithstanding the size of our paper, the pressure upon our space has been so great that many important matters have been omitted.

In our next we hope to give—

List of Plans and of Private Bills deposited in the Private Bill Office of the House of Commons.

Review of Proceedings of the Metropolitan and Provincial Law Association at Liverpool, October, 1856.

The new editions of County Court Law Treatises embodying the recent rules have not yet appeared, so that we can give no opinion at present of their various merits.

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THE SOLICITORS' JOURNAL.

LONDON, JANUARY 3, 1857.

THE day has come for us to present ourselves before the world, and we shall be judged henceforward by our deeds and not, as we have been, by our professions. The reality of the alleged want of a journal which shall distinctively represent the solicitors will best be proved by the success of our exertions to supply it. We declare emphatically that this our Journal owes its origin to no personal animosity, nor selfish pursuit of peculiar interests, but to the conviction long entertained by solicitors in town and country, that their branch of the legal profession ought to be represented by a newspaper established and conducted by themselves, reflecting their opinions, watching over their interests and reputation, and urging upon the legislature and the nation their just and reasonable demands. The promoters of this enterprise challenge no comparison and seek no rivalry with any other journal. They will thankfully acknowledge and candidly applaud whatever may be done by the press to improve the character, to assert the rights, and to enhance the respectability of the solicitors. All they ask for themselves is, that they may be allowed as freely as other labourers to enter upon a field of duty which they believe to be peculiarly their own. A fair and full trial is all they seek; and if, after the lapse of no long time, it be not felt that they are doing what has not been done so well before, they will be content to own that their intention has been rash, their measures ill-advised, and their labour bestowed in vain.

THE SOLICITORS' JOURNAL, which is born this day in London, owes the seeds of its existence to two great provincial towns. At the meeting of the Metropolitan and Provincial Law Association, held at Birmingham in October, 1855, the project of such a newspaper was much discussed and favourably received, and at the meeting of the same body, held at Liverpool in October last, it was felt that under the new law of limited liability the chief difficulties of the undertaking had disappeared. It was determined, therefore, that there should be no more delay; and wishes long felt and frequently expressed by leading members of the profession in town and country, were thereupon put into practical effect. A memorandum of association was signed at Liverpool by five provincial and two metropolitan solicitors. This paper afterwards, for a purely technical reason, was set aside, and another was substituted, which had been prepared in London, and signed by the London solicitors whose names could be most readily obtained. The majority of the declared originators of this journal were therefore, in fact, country solicitors, and the majority of the shareholders in the Company are also country solicitors, as may be seen by the prospectus which we this day publish. The same prospectus will show to all who understand the subject, that the London provisional directors and shareholders belong to every class of business. All interests, both of town and country, are fairly represented in the Company, and will, we hope, be equally regarded and maintained in the columns of our Journal. The general good of the profession is the object for which we now see the light, and when we forget, or prove unfaithful, to our duty, we shall deserve to forfeit the life we have abused.

It will be the duty of this Journal to secure for the solicitor, so far as its power shall extend, the recognition of his fair rights, and proper social character and position. But there is nothing of an aggressive nature in the functions which we thus assume. The claims of the profession which we undertake to advocate, will, as we believe, be conceded by all impartial minds as soon as they are correctly understood. Legal reforms have already brought about great changes in legal practice, and changes far more sweeping are possible at no distant day. The solicitor asks that his remuneration should be equitably adapted to the labour and responsibility that falls on him under the altered system. He is as ready to admit, as his most ignorant assailants are to assert, that, at present, he is sometimes paid for work which he does not perform. Such payment he is willing and anxious to relinquish, and he only asks in return that he may be fairly paid for the work which he actually does. Again, the solicitor complains that, however fit he may be for certain offices, he is excluded from them, while, at the same time, a merely nominal qualification may obtain those offices for the barrister. Now, if a certain duty would be best discharged by a skilful and experienced solicitor, we say that such a person should be sought to fill it. If, again, the learning and practice of a barrister be thought to qualify him best for particular functions, we say that that barrister should be selected to undertake them. All we contend for is, that one man is not to be excluded simply because he is a solicitor, nor is another man to be chosen simply because he is member of the bar. Let the highest qualifications always decide between rival claimants and classes of claimants. In this way the public advantage will be best secured, and professional jealousies will be assuaged by reference to a rule, that will solve every controversy and promote alike the interests of every class.

The social estimation of solicitors must depend upon their own efforts after self-improvement, and upon the growth in the public mind of a conviction that the body of the profession is as upright and public spirited as the individual members of it are generally known to be by

those who have the means of judging of them. In advancement of this object, it will be our duty to point out, from time to time, what has been done and is now doing by solicitors to amend our laws and the procedure of our courts. We shall show that while solicitors have opposed crude projects of law reform, their resistance has been grounded on true principles and not upon a short-sighted estimate of their own interests, as has been sometimes imputed to them. And we shall also show, that where judicious changes in the law have been at length effected, the movement has either been originated or materially assisted by that practical knowledge of the working of legal machinery which is the peculiar province of the solicitor. We shall urge upon parents who destine their children for solicitors, to take care that they prepare them for learning aright their professional duties by a good and complete preliminary education before clerkship. The solicitor often becomes in the course of business the confidential friend of men of the highest mental culture and refinement, and therefore he should be fitted by education to be a worthy depository of their confidence. And if the solicitor hopes to claim successfully a share of the higher honours and rewards that await the lawyer, he must ground his claim upon his professional attainments, and these upon a previous training of longer duration and wider scope than he has hitherto, in general, received.

That which is for the general good is best for individuals and classes, and the interest of the client is the same thing as the interest of the lawyer of every grade. By this principle we propose to try all questions, and, we believe that, if fairly applied, it will suffice for their solution. And if, in time, we can convince the public that this is the rule which guides our efforts, we shall be sure of obtaining for the body we undertake to represent, a fair and impartial investigation of whatever claims it may have to urge. It must always be remembered that the duty of this Journal is not only to convince solicitors that their demands are just, but to convince the world at large, and this we can only hope to do by establishing a reputation for full and free inquiry, for fair and unbiassed judgment, and frank uncompromising declaration of the conclusions at which we have arrived. And, lastly, let us repeat as distinctly as we can, that this Journal will study to represent solicitors generally, whether in town or country, and it will look to the profession everywhere for aid as extensive as the objects it proposes to attain. We confidently appeal to all provincial law societies, and to all solicitors individually, for that sympathy and co-operation with our Journal which will be the surest guarantee for its success.

AMONG the projects of law reform which the new Attorney-General has pledged himself to introduce in the next session, is a comprehensive scheme of registration. If we were to expect only a repetition of the attempts which have been made and defeated over and over again during the last quarter of a century, we should not think the probabilities of success, or the value of the proposed change, sufficient to deserve any very lengthened consideration. The truth is, that the history of the various schemes which have been devised for the purpose of establishing a general registry of all assurances affecting land, proves only the extreme difficulty—we might almost say the utter impracticability—of framing a working system, and the insignificance of the benefits to be derived from it when compared with the certain addition to the trouble and expense of investigating titles, which it would inevitably involve. But the movement has now entered upon an entirely new phase, and one which invites the special attention of all who are concerned in the intricate business of conducting the transfer of real estate. From the elaborate scheme propounded twenty-five years ago by that eminent conveyancer Mr. Duval, down to the last registration bill which was introduced by the present Lord Chancellor, every project which has been brought forward has been founded on the notion of having a complete registry, either central or local, of every deed by which property in land may be affected. If the mere mechanical and practical difficulties could be got over, the result of such legislation as has been proposed would be to load every abstract with a multitude of instruments which, when they have done their office, are on the present system kept off the face of the title. Once on the register a deed would be there for ever, and a purchaser would be compelled to investigate a long series of transactions for no other purpose than to see that they have ultimately produced no effect on the title to the land which he intends to purchase. It is not only in this way that the cost of conveyancing business would be increased, for on every purchase, however small in amount, there would be incurred the extra expense attending the act of registration, including, probably, the cost of a journey by a professional man either to London or, at least, to the central county register office, if a local system shonld be adopted. A further inconvenience of a serious kind would be felt in the publicity given to equitable mortgages, and in the necessity of a formal assurance in the place of the mere deposit of deeds with or without an accompanying memorandum by which loans to an enormous amount are now cheaply and expeditiously effected, without any revelation of the transactions to the curiosity of the world at large. The solitary advantages to be set against these serious evils is the additional security which would be afforded against one species of fraud—the suppression of deeds—which, as Lord St. LEONARDS, Mr. JARMAN, and other men of the largest experience have testified, is of the rarest possible occurrence. These considerations are sufficient to show that the registration of assurances, if superadded to our present system of conveyancing, would have the effect of largely increasing the expense which even now seriously impedes the free transfer of real property, without affording any adequate advantage in return.

But this is by no means the only objection to such bills as that of Lord Cranworth in 1853. They are not only of very questionable utility, but they would be found impossible to work. It is true that we have partial registries at present, but these are acknowledged to be insufficient for the purposes contemplated by the advocates of a general registration of deeds, and no detailed scheme has ever been devised by which those purposes could be effectually attained. Indexing may be thought to be simple though laborious work, but a moment's consideration of the requisites of an index of assurances will show how vast are the difficulties which it presents. Let it be supposed, by way of example, that an estate was originally vested in A, that by his will he left it among his sons, B, C, and D for life, with remainders over to their children, and that he charged it with portions for his daughters E, F, and G. Each of the sons may make a new disposition of his interest on marriage, or may raise money upon it by a series of mortgages, or suffer judgments, or become bankrupt, and by every such step will introduce a new set of legal or equitable claimants on the estate. In this way we may soon run through a whole alphabet of names, all of

which must be referred to before it can be ascertained how the various rights may appear on the face of the registry. Besides this a number of incidental privileges or estates may affect the general title. There may be a right of way in favour of an adjoining tenement, and portions of the property may be let on building leases, or occupied by farming tenants. Then there may be complicated shifting clauses, or it may happen that the estate gets cut up, and that different portions of it flow in different directions. New land may be purchased on one side, old fields may be parted with on another. Boundaries may become doubtful, and the right to portions of the property may remain in abeyance pending the settlement of a disputed contract. Imagine a registrar, or what would be the actual case, a poorly-paid registrar's clerk, having to frame an index relating to such an estate which should be comprehensive enough to include everything relating to the title, and so perfect and manageable as to preclude the possibility of error on any occasion when a search may be required. It is tolerably clear that, without a map system as the basis, many of the entries on the registry would never be ascertained to refer to the particular estate in question, while, if the index were framed with reference to a general map, the mixture of interests affecting different estates, and the frequent changes in the physical condition of property would lay a foundation for abundance of ruinous mistakes.

The select committee to which Lord CRANWORTH'S bill was referred fortunately extended their inquiry beyond the narrow question of a registry of deeds. A large and simple scheme for the registry, not of deeds, but of title, or legal ownership, was brought before them, and in the confidence that, if fully developed and made capable of easy operation, it would solve the great problem of combining facility of transfer with simplicity and security of title, the committee recommended the appointment of a commission for the purpose of considering the subject of registration of title as distinguished from registration of deeds. It is understood that the bill to be introduced by the Attorney-General will be founded upon the report of the commission, which is shortly expected to appear. Until we have their views before us, it would be premature to discuss the merits of the scheme. This much may be said of the general principle, that it is exactly the reverse of that to which the objections we have mentioned are applicable, and that, instead of endeavouring to form a record of every interest that may affect an estate, the leading idea is to admit to registration the title of one owner only of the legal estate, and to leave all subordinate interests very much in the same position as if the subject matter were stock instead of land. By adopting this principle, all the practical difficulties we have referred to would be got rid of, and the extreme simplicity of the register would ensure the entire accuracy without which any registration would do far more harm than good.

It is proposed that the registered owner should (subject to the right of all interested persons to put a distringas on the land) have the same power of effectually transferring the estate to a purchaser, as is now possessed by the legal proprietor of stock. Such a system would, in fact, convert all interests, short of a fee, into equitable estates, and would, when it came into full operation, sweep away all the complications with which the title to land is now encumbered. The old practice must of course continue so far as the title anterior to the first registration is concerned; but in the course of a generation or two the last fragment of feudalism would have disappeared. The only question which can be raised will be, whether the immense advantages of such a change can be obtained without risking the security of estates in land. The promoters of the scheme contend, with much reason, that settlements of stock are nearly if not quite as safe as those of land, and that the position of registered owners would give them no more power than is now enjoyed by mortgagees or trustees with a power of sale. A regular system of caveats is also relied on as a further protection; but we must await the appearance of the report before entering more fully into the question of the sufficiency of the proposed safeguards.

Summary of Legal News.

AT the Birmingham Quarter Sessions, which commenced on Monday, the Recorder, Mr. M. D. HILL, made some valuable remarks on transportation and the system of tickets-of-leave, a subject upon which there is just now some danger that unreasoning terror may prevail over common-sense and humanity in the public mind. Mr. HILL reproves us for giving too much care to what he calls "the luxuries of society," unmindful of its necessaries. We are intent, in general, upon debates in Parliament, on mechanical inventions, and the glories of art and science, and if an obscure paragraph in the newspaper records an outrageous burglary we care but little for it. But just now the public has been seized with a spasmodic fit of energy in repressing crime, and clamours for a severity from which it may be expected speedily to repent. "The tide," says Mr. HILL, "has not really turned." A careless observer, watching the waters for a brief period, might think so, but soon he would be convinced of his mistake. Crime, Mr. HILL predicts, and we hope rightly, will slacken; newer topics will arrest attention; and then the former distaste for severe punishments will regain its hold. He reminds us that our prisons, formerly abodes of pestilence, had become far more comfortable than the dwellings of many honest labourers, and that transportation was well known to lead often to high prosperity, and still our yearning after clemency was unappeased. So it has been, and so it is likely to be again. We ought to aim at depriving our criminals of the power of again offending, until we have some proof that their habits and dispositions have been really and effectively changed. And if the discipline of the gaol fails to produce this effect, then Mr. HILL declares it to be unquestionably right that seclusion should continue even for life. It is to be feared, however, that upon this most difficult of all questions our new adviser helps us as little as those we have heard before. Who is to judge when that real change of heart has taken place which will fit the convict to return to the society he has wronged? Chaplains undertook the task, and humanitarians applauded the attempt; but now the cry is that hypocrisy has been too much for zeal and charity. Shall we shut up all our criminals for life, or, if not, whom shall we trust to decide when they shall be set at large?

Mr. HILL, of course, does not join those who clamour for a return to transportation without considering what transportation means. The hope of reformation can only be entertained where the criminals are sent to thriving colonies. But such colonies naturally object to receive our criminals, and if transportation only means penal labour under restraint, we may manage that more cheaply and efficiently at home. Undoubtedly, if we establish a penal settlement in the antipodes, it is likely that what are called "expirees," will trouble our colonies or other states rather than our remote selves. But, if those who now cry out for transportation really mean this, it would only be honest in them to say so, and then we should have an opportunity of hearing what the world in general has to say upon this plan of outfall for our moral sewage. On the whole, Mr. HILL advises us to take a lesson from our neighbours, who, not having had dependencies which they might infest with trans-

ported criminals, have been compelled to manage as best they might at home.

The scale of fees to be allowed on business in Chancery is still unsettled, and it may be feared that, unless some conclusion be arrived at before term begins, another long postponement may take place. There are certain indications that the same question may arise in another way, and that at no distant period the whole subject of the remuneration of solicitors will have to be considered and re-adjusted. At present, the fees for conveyancing business depend in a great degree upon the length of deeds. But if ever the time should come when long deeds are likely to be dispensed with, it will behove the profession to deliberate maturely how their services should thenceforth be recompensed, and to act unanimously upon their conclusions.

We understand that Tuesday, the 20th instant, has been appointed for the examination of candidates for admission as solicitors. When we publish the questions we shall endeavour to indicate, for the guidance of students, what are the defects most commonly disclosed by examination, and by what course of reading and mental discipline proficiency is most likely to be attained.

Yesterday the Lord CHANCELLOR and Lord Justice TURNER sat specially to hear an application on behalf of shareholders in the Royal British Bank for the appointment of a receiver, and agreed in refusing the application. The result of this decision is, that every creditor is left to bring his action against every shareholder, and there will be a mere scramble for priority of execution. Ruin and bankruptcy therefore impend over these unlucky shareholders, many of whom, perhaps, have no other serious liabilities than those brought upon them by their connection with this Bank. And yet it is probable that if time were given, and if the assignees had power to represent all the creditors, and to bind them all, the debts of the bank might ultimately have been paid in full.

Recent Decisions in Chancery.

THERE have already been several applications to the court under the 18 & 19 Vict. c. 43—the act which enables infants, with the approbation of the Court of Chancery, to make binding settlements of their real and personal estate. It has not yet, however, been definitely settled what is the effect of an application under the act by a female infant; whether, by such application, she becomes a ward of the court to all intents and purposes; and whether, therefore, it is the duty of the court to look, not only to the propriety of any proposed settlement in contemplation of marriage, but also to the propriety of the proposed marriage itself. Vice Chancellor Stuart strongly inclines to the latter opinion; and the Master of the Rolls also, it was said, in a recent application on the subject to the Court of Appeal. There appears to be some difference of opinion between the members of the appellate court as to the construction and effect of the act in this respect, the Lord Chancellor apparently leaning to the opinion that the court is to look only at the settlement, and has no jurisdiction to inquire into the circumstances of the marriage. The difficulty has been overcome hitherto by the petition in each case being supported by evidence to satisfy the court that the marriage was a proper one.—*In Re Strong*, 5 W. R. 107.

Several important decisions affecting solicitors have been given in the courts of equity since the long vacation. *Barnard* v. *Hunter*, 5 W. R. 92, is useful as an illustration of the *onus probandi* in transactions between a solicitor and his client, in a case where the names of other solicitors were introduced in the transactions; but it did not appear that they had given their nominal client the benefit of their advice. The *onus probandi*, in all cases, is on a solicitor dealing with his client that the client had due professional assistance. In *Blagrave* v. *Routh*, 5 W. R. 95. a solicitor obtained from his client a mortgage to secure costs, the amount of which had been estimated, but the bill had not been then delivered, though it was shortly afterwards. After a lapse of more than five years, the client filed his bill to open the accounts and set aside the security, simply on the ground that the plaintiff had discovered errors in the bill, and of a general allegation of improper charges, neither fraud nor pressure being alleged. The Lords Justices affirmed Vice-Chancellor Wood's decree which dismissed the bill.

There have been two judgments recently delivered by the Master of the Rolls upon cases so well calculated to illustrate the law upon the execution of powers, by general testamentary bequests, that they might almost be supposed to have been manufactured for that express purpose. These were *Evans* v. *Evans*, and *Shelford* v. *Acland*. In each case a married woman was the donee of a power over a money fund of which she enjoyed the income for her separate use. Both ladies were also entitled to reversionary interests in other funds which did not, in either case, fall into possession. Neither of them had any other property except such proportion of the separate income as had accrued since the last half yearly payment. The only difference in the position of the two was that in *Evans* v. *Evans* the wife had a special power, subject to her husband's life interest, to appoint among children, of whom she had three, while in *Shelford* v. *Acland* the power was a general one in default of children, of whom there were none. Mrs. Evans died in her husband's life time, leaving a will which she declared to be a disposition of all the property and income she then was or thereafter might become possessed of, and by which she gave all her property to her husband for life with remainder to the children equally and other gifts over. The will contained no reference to the power—and as the power was a special one the Wills Act did not assist the gift. Moreover there was a trifling amount of separate income due, and also the contingent reversionary interest which ultimately failed. These were, however, considered as sufficient to satisfy the words of the will, and to shut out the construction that must otherwise have established it as an execution of the power for want of any other operation to give it. The result was, that a sum of less than £100 was held to be settled on the husband and children, and the fund of several thousands went over in default of appointment.

In the other case, the lady, instead of disposing of her property by a general gift, made a will, simply giving £2600, being about the value of the settled fund, to her husband. There was no way in which this will could operate except as an execution of the power, and the rather curious consequence was, that under circumstances almost identical, a pecuniary bequest did operate as an execution of a power, while a general bequest failed of effect.

Both cases were decided independently of the statute on the general doctrine, that a bequest not referring to a power will execute it where no other operation can be given to the will, but not otherwise. In the case of *Shelford* v. *Acland*, however, the Master of the Rolls intimated his opinion that the 27th section of the statute, which makes a bequest of personal property described in general terms a good execution of a general power, might properly be referred to in aid of the construction of a will where the bequest took the form of a mere pecuniary legacy. Whether such a legacy is strictly within the language of the Wills Act "a bequest of personal property described in general terms," is a point scarcely yet settled, upon which the Master of the Rolls declined to express an opinion. It has been so held in the course of the present year by Vice-Chancellor Stuart, and if that decision should become the law of the court, many cases of disappointment of the intentions of testators will be avoided. Meanwhile the practitioner should be careful not to rely too much on this liberal reading of the statute, and to remove all doubts by carefully referring in such cases to the power under which the bequest may be intended to operate. In our next number we purpose to notice *Hesse* v. *Briant*, and some other recent decisions bearing on the practical business of a solicitor's office.

Cases at Common Law specially Interesting to Attorneys.

ATTORNEY, PRIVILEGES OF.

Grace v. *Wilmer*, 5 W. R. Q. B. 47; 26 L. J. (N. S.) Q. B. 1.

According to the decision in this case, an attorney has still an absolute privilege to lay, and retain, the venue in Middlesex, provided he sues in person. This privilege, it was held, has not been taken away, either by the Uniformity of Process Act or

by the Rules of Hilary Term, 1853, as to change of venue. It was intimated, however, by the court that they considered the privilege as an unfair one under existing circumstances, and that it would probably be taken away by a rule made for that purpose.

ARTICLES OF CLERKSHIP DEFECTIVELY STAMPED.

Exparte Norton, 5 W. R. Q. B. 6; 26 L. J. (N. S.) Q. B, 24.

On this application it appeared that F. N. had been articled to his father, an attorney, in 1844, but, after serving for three years, found out for the first time that the articles had been neither stamped, filed, nor enrolled. Subsequently, in May, 1854, F. N. entered into fresh articles with another attorney; paid the present duty on them; served under them; and the Lords of the Treasury stamped the old articles under 19 & 20 Vict. c. 83, on his paying the difference between the present and the former duty on articles. Under these circumstances, *Crompton*, J., granted a rule, absolute in the first instance, that the service of F. N. should be computed from the day on which the first articles had been executed, notwithstanding the affidavit of execution was not filed within six months, as required by 6 & 7 Vict. c. 73, s. 8.

In addition to the above case, two other applications recently disposed of by the same judge, may be noticed as showing the anxiety with which the practice enjoined by 6 & 7 Vict. c. 73, will be watched, so as to avoid injustice in particular cases o irregularity where no blame attaches to the applicant. In th first of these, *Exparte Barnard*, see 5 W. R. 20, the service of the clerk was allowed to date from the execution of the articles, although the master, in his affidavit of such execution, stated himself to be "an attorney," without going on to state that he was "duly admitted." And, in the second, *Exparte Jones*, 5 W. R. 68, the same permission was accorded to a clerk whose articles had been enrolled in a palatinate court only, on his payment of the additional duty of £20. In this case, indeed, Mr. Justice Crampton doubted whether the application was necessary.

PAYMENT FOR CLIENT.

Lucas v. *Wilkinson*, 26 L. J. (N. S.) Exch. 13.

M., a solicitor, acted as such both for A. and B. In the year 1853, A. having occasion for a sum of £200, M. procured it from B., the money being secured by A.'s bond. In April, 1855, M. received, in his capacity of general agent for A. in his pecuniary affairs, the sum of £2,000 on A.'s account. Shortly afterwards, in June the same year, B. informed M. that repayment of the £200 was required. On this M. (without the knowledge of A.) paid off B. by money he borrowed from C. for that purpose, and deposited with C. the bond given by A. to B. as security. Soon after M. died, in embarrassed circumstances. On this C sued A. on the bond, in the name of B., and A. pleaded payment. The Court of Exchequer, however, held unanimously that M having had no direction from A. to apply part of his money in M's possession to the payment of B., the bond was not satisfied; and a rule to enter the verdict for the plaintiff was made absolute.

MAGISTRATES'-CLERK, FEES OF.

Bowman v. *Blythe*, 5 W. R. Q. B. 86.

This was an action for penalties under 26 Geo. 2, c. 14 s. 2, against a magistrate's-clerk, for taking fees not authorised by the "Table of Fees," made under the above statute. The plaintiff had been charged with an offence before the magistrates of the county of N., and (in the absence of the defendant) had been bound, himself and *one* surety (instead of two as was usual) to appear again. At the day appointed he was committed for trial; was bound himself with *two* sureties to surrender; and was, in due course, tried and acquitted. He was charged by the defendant (who supposed that both on the occasion of the remand and of the committal there had been *three* recognisors) for six recognisances, though, as was usual, two parchments only were used; one for the remand and the other for the committal. According to the "Table of Fees," by which the defendant went, he had a right so to charge, except in his demand for three recognisances on the first occasion, which he made from mistaking the facts. But this table had been made at the Midsummer Sessions in 1837; was submitted for approval to the succeeding Michaelmas Sessions; was *adjourned* to, and finally approved at, the ensuing Epiphany Sessions in 1838, and was afterwards confirmed at the Spring Assizes in the same year: whereas, by 26 Geo. 2, c. 14 (the act in force for settling fees to be taken by justices'-clerks prior to 11 & 12 Vict. c. 43), it was provided that a table of such fees made at one sessions, and approved at the *next*, should be laid before the judges at the then following assizes, and that act imposed penalties on any person demanding other or greater fees than were contained in a table so made, "under pretence" of anything done as clerk, &c. Under these circumstances, the Court of Queen's Bench held, first, (on the authority of *Regina* v. *Dobson*, 7 East. 222) that the defendant had committed no offence under the statute, in charging for three recognizances instead of two on the occasion of the remand, as he had not acted *malo animo*, but under a mistake of the facts; and, in the next place, they held, that the table of fees in question was not a valid one, as it had not been approved at the "next" sessions according to the provisions of the act; that, therefore, the action brought could not be sustained, and that, consequently, the verdict must be entered for the defendant.

LONG VACATION; TIME TO PLEAD.

Sharp v. *Fox*, 5 *W. R. Encl.* 136.

In this case the declaration, with a notice to plead in eight days otherwise judgment, was delivered on Friday, 1st August; and, consequently, the eight days expired on *Saturday*, 9th August. The defendant delivered pleas on the Saturday, *after two o'clock* in the afternoon, and the plaintiff signed judgment for want of a plea, on the following Tuesday. It was now moved to set the judgment aside; but Mr. Baron Bramwell refused to disturb it, on the ground that (by Reg. Gen. E. T., 1856) the service on the Saturday must be taken as having been made on the Monday, 11th August, and that such service being in the time of the Long Vacation, was, by the Uniformity of Process Act, a nullity.

Law Lectures.

INNS OF COURT.

The followiug is a prospectus of the lectures to be delivered during the ensuing educational term by the several readers appointed by the Inns of Court:—

"CONSTITUTIONAL LAW AND LEGAL HISTORY.

"The public lectures to be delivered by the reader on constitutional law and legal history will comprise the following subjects:—

"The reign and Policy of William III.; The Reign of Queen Anne, and the character of the Government of George. I. and George II.; the Progress of our Jurisprudence, as exemplified by the Statute Book; the State Trials, and the proceedings of Parliament during that period.

"In his private classes the reader will proceed from 1641 to the year 1782.

"BOOKS.—Millar's 'View of the English Constitution;' State Trials of the Period; Statute Book; Rapin's 'History;' Hallam's 'Constitutional History;' Burnet's 'History of his own Time;' May's 'History;' Whitelocke's 'Diary;' 'Clarendon,' 1st vol.;' Macaulay's 'History,' 4th vol.

"EQUITY.

"The reader on equity proposes to deliver during the ensuing educational term nine lectures on the following subjects:—

"1. On the General Principles adopted by Courts of Equity.
"2. On the creation of Trusts by express declaration.
"3. On implied and Resulting Trusts.
"4. On Voluntary Settlements and Conveyances.
"5. On the Rights and Liabilities of Married Women recognised by Courts of Equity alone.
"6. On Presumptive Performance and Satisfaction; and on the Doctrine of Election.

"The reader will continue with his senior and junior classes the general course of equity already commenced, using as before, 'Smith's Manual of Equity Jurisprudence' as a text book. He will also, in the senior class, explain the leading rules of pleading in equity, from the work of Lord Redesdale.

"LAW OF REAL PROPERTY, &c.

"The reader on the law of real property, &c., proposes to deliver, in the ensuing educational term, a course of nine public lectures on the following subjects:—

"1. On the Doctrine of Notice.
"2. On a Testamentary Charge of debts, and the power to sell Real Estate under that charge.
"In his private classes the reader on Real Property Law will discuss more fully the leading cases cited in the public lectures. He will also explain the common forms and conveyances and mortgages, and give suggestions as to their outline and language.

"JURISPRUDENCE AND THE CIVIL LAW.

"The reader on jurisprudence and the civil law proposes, in

the course of the ensuing educational term, to deliver a course of nine public lectures on the following subjects:—

"The Early History of some of the Fundamental Conceptions of Law; the Ancient Codes—European and Asiatic—their history, character, and influence; the Mechanism of the Roman Legal System, and the points in which it differed from the mechanism of English law; the Principles of the Roman Prætorian Jurisprudence, and their influence on modern law and modern thought; Classifications in Law—their use and abuse; the Sources of the Roman Law of Persons.

"With his private classes the reader proposes to proceed regularly through the principal departments of Roman law begining with the law of contract. The 'Commentary of Gaius' will be the text-book of the lectures, and will be read together with the 'Institutes of Justinian.' On particular days certain selected portions of the 'Digest' will be taken.

"COMMON LAW.

"The reader on common law proposes to deliver during the educational term, commencing the 11th of January, 1857, a course of nine public lectures on contracts under seal, contracts between landlord and tenant, and simple contracts, wherein he will endeavour to elucidate the rules of law governing such contracts, and direct attention to the statutes regulating them. The plan which the reader purposes to adopt will be as under:—

"Lecture 1 will be Introductory to the Study of the Law of Contracts.

"Lectures 2 and 3.—The various species of Contracts under seal will in these lectures be examined, their characteristics considered, and the principles deducible from 'Collins v. Blantern' (1 Smith L. C., 154), and other important cases stated and explained.

"Lectures 4 and 5 will be devoted to the Contracts and Agreements of Landlord and Tenant, between which and ordinary contracts the specific differences will be noted.

"Lectures 6 to 9.—The last four lectures of the course will be occupied with an inquiry respecting simple contracts, written and oral, mercantile or otherwise. The treatment of this subject will, if necessary, be resumed in the succeeding term.

"With his private class the reader on comman law proposes to discuss the law of contracts in its various branches, according to the plan above indicated. He will principally refer while following it out to the books here specified:—'Sheppard's Touchstone,' by Preston; Smith's Leading Cases' (4th edition); Woodfall's Treatise on Landlord and Tenant;' 'Byles on Bills of Exchange;' 'Chitty on Contracts not under Seal,' by Russell; and 'Broom's Commentaries,' Book II, pp. 257—657.

"By order of the council.

"RICHARD BETHELL, Chairman.

"Council Chamber, Lincoln's-inn, December 19."

"NOTE.—The Educational Term commences on the 11th of January, and ends on the 30th of March. The first meeting of each private class will take place on the usual morning or evening of meeting next after the first public lecture on the same subject."

INCORPORATED LAW SOCIETY LECTURES.

The several Courses of Lectures by Mr. Humphry on Equity and Bankruptcy, by Mr. Malcolm Kerr on Common Law and Criminal Law, and by Mr. Peachey on Conveyancing, will be resumed on the 9th, 12th, and 16th January, and be continued to the end of the several Courses in March. The Subscriptions are as follows:—

	For all the Three Courses. £ s. d.	For each Course. £ s. d.
By Articled Clerks of Members	1 5 0	0 12 6
By Articled Clerks of Gentlemen not Members	1 17 6	0 18 6
By all others Persons not being Members	2 10 0	1 5 0

Hilary Term Examination.

INQUIRIES have been made regarding the examination in the ensuing term previous to admission on the Roll of Attorneys. It is expected that it will take place on *Tuesday*, the 20th *January*, at half past 9 o'clock. One of the masters of the Court of Common Pleas will preside. The testimonials of due service must be left with the Secretary of the Incorporated Law Society by 4 o'clock on Saturday, the 17th. Each candidate is required to answer all the preliminary questions, and to answer in three of the other heads of inquiry, viz.: common law, conveyancing, and equity. Questions in bankruptcy, and in criminal law and proceedings before magistrates, will also be prepared, in order that the candidates who have given attention to those subjects may answer such questions, and have their answers considered in summing up the merit of their general examination.

The examiners will select the names of the candidates, not exceeding three, under the age of twenty-six years, who in passing their examination, shall appear to have deserved honorary distinction, with a view to the council of the Incorporated Law Society presenting to such candidates a prize of books or such other testimonial as may be deemed a suitable reward.

Rules of Court.

RULES AND ORDERS FOR REGULATING THE PRACTICE OF THE COUNTY COURTS; AND FORMS OF PROCEEDINGS THEREIN.

INDEX TO RULES AND ORDERS.

WHEREAS by an act passed in the twentieth year of her present Majesty, intituled "An Act to amend the Acts relating to the County Courts," it is enacted, that "the Lord Chancellor may appoint five county court judges, and from time to time fill up any vacancies in their number, to frame rules and orders for regulating the practice of the courts, and forms of proceed-

ings therein, and from time to time to amend such rules, orders, and forms; and such rules, orders, and forms, or amended rules, orders, and forms, certified under the hands of such judges, or any three or more of them, shall be submitted to the Lord Chancellor, who may allow or disallow or alter the same; and the rules, orders, and forms, or amended rules, orders, and forms, so allowed or altered, shall, from a day to be named by the Lord Chancellor, be in force in every county court:"

And whereas, by virtue and in exercise of the power for that purpose given to the Lord Chancellor by the said recited Act, the undersigned James Manning, the Queen's Ancient Serjeant-at-Law, John Herbert Koe, one of her Majesty's Counsel, Edward Cooke, John Worlledge, and William Furner, Esquires, were, on the second day of August, one thousand eight hundred and fifty-six, appointed by the Lord Chancellor to frame such rules and orders, as to them should seem expedient, for regulating the practice of the courts, and forms of proceedings therein.

In pursuance of the powers thereby vested in us, we, the said James Manning, John Herbert Koe, Edward Cooke, John Worlledge, and William Furner, have framed the following rules, orders, and forms, and we do hereby certify the same to the Lord Chancellor accordingly:—

J. MANNING,
J. H. KOE,
E. COOKE.
J. WORLLEDGE,
W. FURNER.

1. The rules of practice and the forms now in use in the county courts, except in proceedings under the Charitable Trusts Acts, shall, on and from the first day of January, 1857, cease to be used, and in lieu thereof the following shall on and from such day be the rules, orders, and forms adopted and used in the said courts.

Sittings of the Courts.

2. Every judge shall appoint the days and hours for holding his courts; and a notice of the day and hour on which each court will be holden, shall, three calendar months before the holding thereof, be affixed in some conspicuous place in the court-house, and in the registrar's office; and whenever any day or hour so appointed for holding the court shall be altered, notice of such alteration shall immediately be posted in like manner; but any judge may from time to time hold additional and adjourned courts.

3. Two courts shall not be holden before the same judge on one day, unless with the consent of the Lord Chancellor; but this rule shall not apply to the holding of an adjourned court.

Interpretation.

4. In these rules the words "home court" shall mean the court from which process is originally issued; and the words "foreign court" shall mean the court of the district into which process is issued from another court; and the words "home district" shall mean the district of the home court; and the words "foreign district" shall mean the district of the foreign court; and the words "on oath" shall mean "on oath *viva voce* or by affidavit;" and unless there be something in the context inconsistent therewith, the provisions of sec. 142 of 9 & 10 Vict. c. 95 shall apply to the interpretation of these rules.

Infant.

5. Where an infant applies to enter a plaint for any cause of action (other than for wages or piece-work, or for work as a servant) he shall procure the attendance of a next friend, at the office of the registrar at the time of entering the plaint; and no plaint shall be entered until the next friend has undertaken, in the form set forth in the schedule, to be responsible for costs, who, on entering into such undertaking, shall be liable in the same manner, and to the same extent as if he were a plaintiff in an ordinary suit; and the cause shall proceed in the name of the infant by such next friend, and the undertaking shall be filed by the registrar; but no order of the court shall be necessary for the appointment of such next friend. If the plaintiff fail in, or discontinue his suit, and do not pay the amount of costs awarded by the court to be paid by him to the defendant, proceedings may be taken for the recovery of such amount from the next friend as for the recovery of any debt ordered to be paid by the court.

Registrar's Duties.

6. The registrar shall keep an office at each place where the court of which he is registrar is holden, and such office shall be kept open every day from ten o'clock in the morning until four o'clock in the afternoon, except on Christmas-day, Good Friday, or any day appointed by royal proclamation for a public fast, humiliation, or thanksgiving, and except also on Saturdays, on which day the office may be closed at one o'clock in the afternoon; provided always, that where Saturday is the market day of the town in which the court is holden, the office may be closed at one o'clock on some other day of the week instead of Saturday, and when any day is fixed upon for such purpose, it shall not afterwards be changed except by leave of the judge.

7. The registrar shall keep the books in the forms set forth in the schedule; and every entry in such books shall have a number prefixed, corresponding with the number of the plaint to which the entry relates.

8. Whenever the registrar, or his lawful deputy, is absent from the court, the judge shall appoint a deputy to act on behalf of the registrar; and an entry of such appointment, and the cause of such absence (if known), shall be made on the minutes of the court.

9. Whenever a registrar appoints a deputy, the reason of such appointment shall be entered on the minutes of each court for which such deputy acts.

10. The duties of acting in court as registrar, signing the minute book, taking affidavits, granting permission to sue under sect. 15 of 19 & 20 Vict. c. 108, and acting under "The Summary Procedure on Bills of Exchange Act, 1855," shall be performed by the registrar, or by his lawful deputy.

11. The registrar of the court shall issue all summonses and warrants to the bailiff forthwith after the plaints are entered or warrants applied for.

12. Where a summons is required to be served in a foreign district, the registrar shall transmit the same, and a copy thereof, to the bailiff of the foreign court, with a letter, according to the form in the schedule, unless the judge of the home court shall order the summons in that particular case to be served by the bailiff of the home court; and if the summons be returned to the registrar by the high bailiff of the foreign court not served, the registrar shall forthwith give notice to the plaintiff of such non-service.

13. The registrar shall, in all cases where a summons is to be served in a foreign district, require the plaintiff to pay the fee of one shilling for the oath under sect. 62 of 9 & 10 Vict. c. 95, and shall pay over the same to the treasurer of his court at such times and in such manner as may be directed by the Commissioners of Her Majesty's Treasury.

14. The registrar shall, in all cases where by these rules particulars are required, annex to the summons a copy of the plaintiff's particulars, sealed with the seal of the court; and shall also make and deliver to the bailiff a true copy of the summons for indorsement, as required by rule 25.

15. The registrar shall enter in the "Notice Book" all notices and letters sent by him, and all particulars required by the form of such book.

16. Searches may be made and the money to which suitors are entitled shall be paid out upon demand (in cash if required), on three days, at the least, in each week, such days to be fixed by the registrar from time to time with the approbation of the judge, and to be printed or written on the plaint note; provided that, for the purpose of enabling the registrar to furnish the list of balances in the ledgers according to the requirements of the Commissioners of Her Majesty's Treasury, no searches shall be made or money paid out of court during one week in each year, of which week due notice shall be affixed in some conspicuous place in the office of the registrar.

17. Whenever money is paid into or deposited in court, whether before or after judgment, an acknowledgment in writing of such payment or deposit shall be given on the summons or on the order, but such acknowledgment need not bear a receipt stamp.

18. All the books of the court, including the bankers' book and cash book, shall at all times be open to the inspection of the treasurer.

19. No registrar, deputy registrar, registrar's clerk, bailiff, broker, or other officer of the court, and no partner or clerk of any such officer, shall, on account of suitors, sign the ledger, or any other book, or receive money, or otherwise act as an agent for that purpose.

20. No registrar, deputy registrar, registrar's clerk, bailiff, broker, or other officer of the court, or any practising attorney, or clerk of such attorney, shall become surety in any case where, by the practice of the court, security is required.

High Bailiff's Duties.

21. Whenever the high bailiff does not attend any sitting of

the court, the cause of his absence shall be entered by the registrar on the minutes of the next succeeding court.

22. The high bailiff shall keep books and make returns in the forms set forth in the schedule.

23. The high bailiff or an under bailiff of the court shall attend, for the purpose of receiving summonses, or for the performance of other duties, at the office of the registrar, once at least every day; and shall compare and examine the copy of each summons delivered to him by the registrar, so as to enable him to prove its correctness.

24. The high bailiff shall serve or cause to be served process sent to him for service from other Courts, and where he shall be unable to swear the affidavit of service or non-service before the judge or registrar, he shall be re-paid by the treasurer of his court, the one shilling paid by him to the commissioner for taking the affidavit.

25. If the service of the summons has been personal, the bailiff who served the same shall indorse on the copy of the summons delivered to him by the registrar, the fact and mode of such service; and if the service has not been personal, he shall indorse on the copy of the summons the statement which has been made by the person to whom the summons was delivered, or other circumstances from which it may be inferred that the service of the summons has come to the knowledge of the defendant, and if the summons has not been served, the bailiff shall indorse on such copy the fact, and the reason of of such non-service, and shall deliver it to the registrar with the list of summonses mentioned in the next rule but one, unless the judge shall otherwise order, and such copy shall be produced at the time of the trial by the registrar or high bailiff, as the judge may require.

26. Where the summons is required to be served in a foreign district by the bailiff of that district, he shall, nine days at least before the return-day of the summons, transmit the copy thereof to the registrar of the home court, with an affidavit of the service, if the summons has been served; and if it has not been served, he shall return the summons with an affidavit stating why it has not been served, and the affidavit shall state the same particulars as to service or non-service as are required by the last rule to be indorsed on a summons; and if such affidavit be defective the bailiff shall amend the same at his own expense in conformity with the direction of the judge of the home court.

27. Eight days before the day of holding any court the high bailiff shall deliver to the registrar a list of all summonses on plaints before judgment, issued to him, returnable at such court, and such return shall state the mode of service or the cause of non-service of each summons, and the high bailiff shall, at the same time, unless the judge shall otherwise order, deliver to the registrar the copy of every such summons which has been served, and the summons itself when not served.

28. Where a summons has not been served, and the summons remains in the hands of the Bailiff, he shall, at the time of making out the list aforesaid, give notice to the plaintiff of the fact of such non-service in the form set forth in the schedule.

29. The high bailiff shall enter in "The Order Book" all orders for the payment of money or costs, or both, which he shall have received, and the date on which he shall have caused the same to be posted.

30. The high bailiff shall enter in "The High Bailiff's Warrant Book" every warrant which he has been required to execute, and shall state from time to time therein what he shall have done under each warrant, and if the same be not executed within one calendar month from the day of its delivery to him, why it was not executed; and the high bailiff shall, at all reasonable times, give to a suitor every information that he may reasonably require as to the execution or non-execution of any warrant, which has been issued at his instance.

31. Every bailiff levying or receiving any money by virtue of any process issuing out of the court of which he is bailiff, shall, within twenty-four hours from the receipt thereof, pay over the same to the registrar of such court, and shall file such process and retain the same in his custody.

32. Whenever a warrant required to be executed in a foreign district has not been executed within one calendar month from the day of its delivery, the bailiff of the foreign court shall, on the day after the termination of such month, make a return to the registrar of the home court of what he shall have done under such warrant, and why it has not been executed; and when the same warrant has not been executed during the time that it is in force, such bailiff shall return the same to the registrar of the home court within twenty-four hours from the expiration of such time, and shall indorse on such warrant the reason why the same could not be executed, and he shall sign such endorsement, but the bailiff shall return such warrant to the home court at any time, although unexecuted, if he shall be directed to do so by the registrar of the home court, or shall give such information as such registrar may require in the matter of the warrant.

Plaint.

33. Every plaint shall be entered in the "Plaint Book" before issuing the summons.

34. Where the plaintiff is unacquainted with the defendant's Christian name, the defendant may be described by his surname, or by his surname and the initial of his Christian name, or by such name as he is generally known by, and the defendant may be so described in the summons; and in the event of the plaintiff or defendant not appearing, the proceedings under sects. 79 & 80 of 9 & 10 Vic. c. 95 may be taken as if the true Christian name and surname had been stated in the summons, and all subsequent proceedings thereon may be taken in conformity with such description, but without prejudice to any amendment made at any future time by direction of the judge.

Particulars.

35. On entering the plaint, the plaintiff shall in all cases, where the sum sought to be recovered shall exceed forty shillings, deliver at the office of the registrar as many copies of a statement of the particulars of his demand or cause of action as there are defendants, and an additional copy to be filed, and where the demand exceeds fifty pounds, but the plaintiff desires to abandon the excess or to admit a set-off, and sues in a county court for the residue, the abandonment, or the admission of the set-off shall be entered on the particulars before service; and in all cases the particulars shall be deemed part of the summons.

36. In actions for penalties to secure the performance of covenants, within the meaning of the 8 & 9 Will. 3, c. 11, the plaintiff shall deliver particulars of the breaches on which he relies, in the same manner as required by the last rule, which, when delivered, shall be deemed part of the summons; and if the court shall be of opinion that the plaintiff is entitled to recover, judgment shall be entered for the penalty, where the penalty does not exceed the amount over which the court has jurisdiction; and where the penalty does exceed such amount, then for the amount over which the court has jurisdiction, and an entry shall be made on the minutes, of the damages awarded to the plaintiff, and execution may issue for the amount of such damages; and in case of subsequent breaches, the plaintiff may enter a plaint and sue out a summons in the nature of a *scire facias* on such judgment, and shall deliver particulars of such subsequent breaches in the manner before mentioned, and which shall be deemed part of such summons.

37. If the amount claimed in any case include a fraction of a penny, such fraction shall not be entered in the books of the court, and judgment shall not be given for such fraction.

Plaint Note.

38. At the time of entering the plaint, the registrar shall give to the plaintiff, or his attorney, or agent a note under the seal of the court, according to the form in the schedule; and no money shall be paid out of court to the plaintiff or his attorney or agent, unless on production of such note, provided, that in the event of such note being lost or destroyed no money shall be paid to any person unless it be proved on oath to the satisfaction of the registrar that the person applying is the plaintiff or his agent authorised in that behalf.

Summons to appear to a Plaint.

39. The summons to appear to a plaint shall be in the form set forth in the schedule, and shall be dated of the day on which the plaint was entered, and the date thereof shall be the commencement of the suit.

40. Such summons may be returnable either at the next court after the entry of the plaint, or by leave of the court or registrar at any subsequent court to be held within three calendar months.

41. The registrar shall not issue a summons under section 15 of 19 & 20 Vic. c. 108, unless he is satisfied by statement on oath that the party applying has a cause of action, and that the whole of such cause arose within the home district.

42. Where a summons is issued by leave of the judge or registrar, the words "by leave of the court" or "by leave of the registrar," as the case may be, shall be written on the face of the summons.

43. Where a summons has not been served, successive summonses may be issued without entering a new plaint, unless the non-service has been caused by the fact of the defendant's having removed from the address given before the entry of the plaint, or unless the plaintiff shall have given a wrong or insufficient address, but if the bailiff shall ascertain that the defendant has removed to some other place within the district of the court, he shall serve the summons at such other place, indorsing on the copy thereof the new address; and the successive summons or summonses shall bear the same date and number as the summons first issued, which date and number shall be written in red ink in the "Plaint Book," and such summonses shall be a continuance of the first summons; provided that no successive summons shall be issued on a plaint which has been entered more than three months.

Service of Summons to appear to a Plaint.

44. A summons to appear to a plaint, where it is to be served in the home district, should, in order to ensure its service, be delivered to the bailiff at least twelve clear days, and where it is to be served in a foreign district, fifteen clear days, but it shall, in either case, be served at least ten clear days, before the return-day thereof; provided that a summons may be issued at any time before the return-day, on production by the plaintiff to the registrar of an affidavit showing that the defendant is about to remove out of the ordinary jurisdiction of the court; and service of such summons at any time before the return day may be deemed good service, if, at the hearing, the judge is satisfied on the evidence on oath before him, that such party was about to remove out of the ordinary jurisdiction of the court, but in every such case, whether such proof be given or not, the judge may, in his discretion, and on such terms as he shall think fit, adjourn the hearing.

45. The service of the summons, except in the cases hereinafter specially provided for, shall be either personal, or by delivering the same to some person, apparently sixteen years old, at the house or place of dwelling or place of business of the defendant; but no place of business shall be deemed the place of business of the defendant unless he shall be the master or one of the masters thereof.

46. Where a defendant is living or serving on board of any ship or vessel, it shall be sufficient service to deliver the summons to the person on board who is, at the time of such service, apparently in charge of such ship or vessel.

47. Where a defendant is residing or quartered in any barracks, and serving her Majesty as a soldier or marine, it shall be sufficient service to deliver the summons at the barracks to the adjutant of the corps, or to any officer or serjeant of the company or troop to which such soldier or marine belongs.

48. Where a defendant is a prisoner in a gaol, it shall be sufficient service to deliver the summons at the gaol to the governor or any person appearing to be the head officer in charge thereof.

49. Where a defendant is working in any mine or other works underground, it shall be sufficient service to deliver the summons, at the mine or works, to the engine-man, banks-man, or other person apparently in charge of the mine or works.

50. Where the defendant is employed and dwells in any lunatic or other public asylum, or in any common gaol or house of correction, it shall be sufficient service to deliver the summons to the gate-keeper or lodge-keeper of the asylum, gaol, or house of correction.

51. Service of the summons may be effected on a railway company or other corporation by delivering the summons to a secretary, station master, or clerk of the defendant, at any station or office of the defendant within the district of the court in which the summons is to be served.

52. Where a defendant keeps his house or place of dwelling or place of business closed, in order to prevent a bailiff from serving the summons, it shall be sufficient service to affix such summons on the door of such house or place of dwelling or place of business.

53. Where a bailiff is prevented by the violence or threats of the defendant, or of any other person or persons in concert with him, from personally serving such summons, it shall be sufficient service to leave such summons as near to the defendant as practicable.

54. Where the summons has not been served personally, or under the provisions of the last four rules, and the defendant does not appear, in person or by his attorney or agent, at the return-day, the cause may proceed if the judge is satisfied on the evidence on oath before him, that the service of such summons has come to the knowledge of the defendant before the return-day, but no such evidence shall be necessary in the cases specially mentioned in the last four rules.

55. Whenever a summons has been served in one of the modes herein-before mentioned, but it appears that it has come to the knowledge of the defendant less than ten clear days before the return-day, the cause may, at the discretion of the judge, proceed or be adjourned, whether the defendant appears or not at the hearing.

56. The twelve rules preceding this rule shall not apply to summonses issued under section 28 of 19 & 20 Vic. c. 108, or under "The Summary Procedure on Bills of Exchange Act, 1855."

57. Where a summons shall issue under section 18 of 19 & 20 Vic. c. 108, the same shall be served by the bailiff of the district within which the defendant shall dwell or carry on business, unless the judge shall in each case otherwise specially order; provided that this rule shall not interfere with the general power, now vested in the bailiff of the court from which the summons has issued, to serve the same within 500 yards of the boundary of his district.

58. The above rules as to the mode, but not those as to the time, of service of summonses to appear to a plaint, shall apply to the mode of service of all summonses whatsoever, except where otherwise directed by statute or by these rules.

59. No summons, order, or other process or notice, shall be served on Sunday, Christmas-day, or Good-Friday, or on any day appointed by royal proclamation for a public fast, humiliation, or thanksgiving; but such days shall be counted in the computation of the time required by these rules in respect of such service.

Objection to Jurisdiction.

60. A defendant, intending to avail himself of the power given by section 39 of 19 & 20 Vic. c. 108, to object to an action's being tried in the county court, shall give notice personally or by post of such intention to the registrar and to the plaintiff, five clear days before the return-day of the summons, according to the form set forth in the schedule; and shall therein name the parties whom he proposes to be his sureties, or state therein his willingness to deposit money in lieu of giving security, and if he shall fail to give such security or make such deposit before the return-day, or shall fail to give such notice of his intention to object as aforesaid, he shall not be entitled to object to the action's being tried in the county court.

Payment into court before judgment.

61. Where the defendant is desirous of paying money into court, it shall, except where otherwise expressly provided, be paid five clear days before the return-day of the summons, with court fees proportionate to the amount paid in, and the attorney's costs where the amount paid in exceeds twenty pounds; and the registrar shall within twenty-four hours from the time of such payment send to the plaintiff notice thereof by post: provided, that at any time before the return-day the defendant may pay money into court, with such costs as aforesaid, and the registrar shall give notice thereof to the plaintiff as aforesaid: but where money is so paid in less than five clear days before the return-day, it shall be lawful for the court to order the defendant to pay such costs as the plaintiff shall have incurred in preparing for trial, before the notice of such payment was received by him, or in attending the court.

62. If the plaintiff elect to accept, in full satisfaction of his claim, including costs, such money as shall have been paid into court by the defendant, and shall send to the registrar and to the defendant by post, or leave at the registrar's office and at the defendant's place of dwelling or place of business, a written notice, stating such acceptance, within such reasonable time before the return-day as the time of payment by the defendant has permitted, the action shall abate, and the plaintiff shall not be liable to any further costs. But in default of such notices from the plaintiff, the cause may proceed.

Inspection of Documents.

63. Where in any action, the plaintiff or defendant is desirous of inspecting any written or printed document or instrument, in which he has an interest, and to the production of which he is entitled for the purposes of the action, and which shall be in the possession or power or under the control of the other party, such plaintiff or defendant may, five clear days before the day of hearing, give notice to the other party by post or otherwise, that he or his attorney desires to inspect any such document or instrument, describing the same, at any place to be

appointed by the other party; and if such other party shall neglect or refuse to appoint such place, or to allow such plaintiff or defendant or his attorney to inspect such document or instrument within three days after receiving such notice, the judge may, in his discretion, on the day of hearing, adjourn the cause and make such order as to costs as he shall think fit.

Withdrawal by Plaintiff.

64. If the plaintiff be desirous of not proceeding in the cause, he may give notice thereof to the registrar and to the defendant, by post, and after the receipt of such notice the defendant shall not be entitled to any further costs than those incurred up to the receipt of such notice, unless the judge shall otherwise order.

Cause sent for trial from a superior court.

65. Where any action, under section 26 of 19 & 20 Vic. c. 108, is ordered to be tried in a county court, the registrar of the county court mentioned in the order shall enter the same in the Minute Book of the court for hearing on the day appointed by the judge of such court, and the same fee shall be taken for the hearing thereof, as if a plaint in the action had been originally entered in the county court.

Defences.

66. Where the defendant intends to rely on a set-off, infancy, coverture of defendant, statute of limitations, or discharge of defendant under a bankrupt or insolvent act, his notice shall contain the particulars hereinafter mentioned with reference to such grounds of defence: provided, that in case of non-compliance with those rules which apply to such six grounds of defence, and of the plaintiff's not consenting at the hearing to permit the defendant to avail himself of such defence, the judge may, on such terms as he shall think fit, adjourn the hearing of the cause to enable the defendant to give such notice.

67. Where a defendant intends to set-off any debt or demand alleged to be due to him by the plaintiff, he shall give notice thereof in writing to the registrar of the court, and deliver to him a statement of the particulars of such set-off, at least five clear days before the return-day of the summons.

68. Where a defendant intends to rely on the defence of infancy, he shall give notice thereof in writing to the registrar of the court, at least five clear days before the return day of the summons, setting forth in such notice, so far as he is able, the place and date of his birth.

69. Where a defendant intends to rely on the defence of coverture, she shall give notice thereof in writing to the registrar of the court, at least five clear days before the return day of the summons, setting forth in such notice, so far as she is able, the place and date of marriage, together with the christian name and surname of her husband.

70. Where a defendant intends to rely on the defence of any statute of limitations, he shall give notice thereof in writing to the registrar of the court, at least five clear days before the return-day of the summons.

71. Where a defendant intends to rely on the defence of a discharge under any statute relating to bankrupts, or for the relief of insolvent debtors, he shall give notice thereof in writing to the registrar of the court, at least five clear days before the return day of the summons, setting forth in such notice the date of his certificate, discharge, or final order, and the court by which such certificate, discharge, or final order was granted or made.

72. In all cases mentioned in the last six rules, the party thereby required to give the notice shall, unless otherwise expressly ordered, at least five clear days before the day of hearing, deliver to the registrar of the court as many copies thereof as there are opposite parties, and an additional copy to be filed; and the registrar shall, within twenty-four hours from the time of receiving the same, transmit, by post, one copy of such notice to each of the opposite parties.

73. Where the defence is a tender, such defence shall not be available, unless before or at the hearing of the cause, the defendant pays into court (which may be without cotss) the amount alleged to have been tendered.

Evidence.

74. Summonses to witnesses may be issued without leave of the court, to be served either in the home or in any foreign district.

75. It shall be sufficient if a summons to a witness be served a reasonable time before the actual hearing.

76. Where either party proposes to give a judgment of a superior court or any other document, whether printed or written, in evidence, he may, by a demand in writing made a reasonable time before the hearing, require the other party to admit (saving all just exceptions to the admissibility of such document in evidence) the document to be read in evidence without proof; and if such demand be not made no costs of proving such document shall be allowed, unless the judge shall otherwise order. If such demand be not complied with, and the judge think it reasonable that the admission should have been made, the party refusing shall bear the expense of proving such document, whatever may be the event of the cause.

Jury.

77. Notice of a demand of a jury shall be made in writing to the registrar of the court three clear days before the day of hearing, and the summonses to the intended jurors shall be delivered to the bailiff forthwith.

78. Where notice of a demand of a jury has not been given in due time, or if at the hearing both parties desire to try by a jury, the judge may, on such terms as he shall think fit, adjourn the cause in order that the necessary steps for such trial may be taken, and the trial shall take place accordingly.

79. Cases of interpleader and of replevin may, at the instance of either party, be tried by a jury.

80. The number of jurymen summoned to attend at a court for the trial of causes shall be ten, unless the judge shall otherwise order.

Adjournment of cause.

81. The parties to any cause, at any time before the cause is called on, may, by consent and without payment of any hearing fee, postpone the hearing to such subsequent court as the judge shall direct.

82. Where a cause is adjourned, no order of adjournment shall be served on either party, unless by direction of the judge.

83. When anything required by the practice of the court to be done by either party, before or during the hearing, has not been done, the judge may, in his discretion, and on such terms as he shall think fit, adjourn the hearing to enable the party to comply with the practice.

Hearing.

84. Where a summons has issued under sec. 28 of 19 & 20 Vic. c. 108, or under the Bills of Exchange Act, 1855, and judgment is allowed to go by default, the fee to be taken is one shilling in the pound.

85. If at the return-day of a summons, or at any adjournment of the court at which it is returnable, the plaintiff does not appear, and the defendant does appear and does not admit the plaintiff's demand, the judge may, in his discretion, award to the defendant costs, in the same manner, and to the same amount, as to counsel, attorney, witnesses, and other matters, as if the cause had been tried, but no hearing fee shall be charged.

86. No attorney shall be allowed to appear for any person in a county court, until he has signed a roll or book to be kept by the registrar for that purpose, but no fee shall be payable for that purpose, and he shall, once in every year, if required by the registrar, produce his certificate for the year to the registrar, who shall note the fact on the roll.

87. It shall not be necessary for either party, previous to the hearing, to give notice to the other, or to the court, of his intention to employ a barrister or attorney to act as his advocate at the hearing, and the allowance of costs for such barrister or attorney shall not be affected by such want of notice.

88. The provisions of 15 & 16 Vic. c. 54, sec. 10, as to the persons who shall be allowed to appear for any party in any proceeding in the county courts, shall apply to all proceedings in insolvency and for protection, and to all other matters which may come before the court.

89. Where an infant defendant appears at the hearing, and names a person willing to act as guardian, and who then assents so to act, such person shall be appointed guardian accordingly; but if the defendant do not name a guardian, the judge may appoint any person in court willing to become guardian, or in default of such person the judge shall appoint the registrar of the court to be guardian, and the cause shall

proceed thereupon as if another person had been appointed guardian, and the name of the guardian appointed shall be entered in the form in the schedule, and no responsibility shall attach to the person so appointed guardian at the instance of the court.

90. Where a plaintiff avails himself of the provisions of sec. 68 of 9 & 10 Vic. c. 95, and proceeds against only one or more of several persons jointly answerable, the defendant or defendants sued may avail himself or themselves of any set-off or other defence to which he or they would be entitled if all the persons answerable were made defendants.

Amendment

91. Where a person other than the defendant appears at the hearing, and admits that he is the person whom the plaintiff intended to charge, his name may be substituted for that of the defendant, if the plaintiff consents, and thereupon the cause shall proceed as to set-off and other matters as if such person had been originally named in the summons, and the costs of the person originally named as defendant shall be in the discretion of the judge.

92. Where a party sues or is sued in a representative character, but at the hearing it appears that he ought to have sued or been sued in his own right, the judge may, at the instance of either party, and on such terms as he shall think fit, amend the proceedings accordingly, and thereupon the cause shall proceed as to set-off and other matters as if the proper description of the party had been given in the summons.

93. Where a party sues or is sued in his own right, but at the hearing it appears that he ought to have sued or been sued in a representative character, the judge may, at the instance of either party, and on such terms as he shall think fit, amend the proceedings accordingly, and thereupon the cause shall proceed, as to set-off and other matters, as if the proper description of the party had been given in the summons.

94. Where the name or description of a *plaintiff* in the summons is insufficient or incorrect, it may at the hearing be amended at the instance of either party by order of the judge, on such terms as he shall think fit, and thereupon the cause shall proceed, as to set-off and other matters, as if the name or description had been originally such as it appears after the amendment has been made.

95. Where the name or description of a *defendant* in the summons is insufficient or incorrect, and the defendants appears and objects to the description, it may at the hearing be amended at the instance of either party by order of the judge, on such terms as he shall think fit, and thereupon the cause shall proceed, as to set-off and other matters, as if the name or description had been originally such as it appears after the amendment has been made; but if no objection is taken to the name or description the cause may proceed, and in the judgment, and all subsequent proceedings founded thereon, the defendant may be named and described in the same manner.

96. In actions by or against a husband, if the wife be improperly joined or omitted as a party, the summons may at the hearing be amended at the instance of either party by order of the judge, on such terms as he shall think fit, and thereupon the cause shall proceed, as to set-off and other matters, as if the proper person had been made party to the suit.

97. Where it appears at the hearing that a *greater* number of persons have been made *plaintiffs* than by law required, the name of the person improperly joined may, at the instance of either party, be struck out, by order of the judge, on such terms as he shall think fit, and thereupon the cause shall proceed as to set-off and other matters, as if the proper party or parties had alone been made plaintiffs.

98. Where it appears at the hearing that a *less* number of persons have been made *plaintiffs* than by law required, the name of the omitted person may, at the instance of either party, be added, by order of the judge, on such terms as he shall think fit, and thereupon the cause shall proceed, as to set-off and other matters, as if the proper persons had been originally made parties; and if such person shall, either at the hearing or at some adjournment thereof, personally or by writing, signed by him or his agent, consent to become a plaintiff in manner aforesaid, the judge shall then pronounce judgment as if such person had originally been made a plaintiff; but if such person shall not consent to become a plaintiff in manner aforesaid, either at the hearing or at an adjournment thereof, judgment of nonsuit shall be entered.

99. Where it appears at the hearing that a *greater* number of persons have been made *defendants* than by law required, the name of the person improperly joined may, at the instance of either party, be struck out by order of the judge, on such terms as he shall think fit, and thereupon the cause shall proceed as to set-off and other matters as if the proper party or parties had alone been made defendants, and the costs of the person improperly joined as a defendant shall be in the discretion of the judge.

100. Where two or more persons are made defendants, and some of them have not been served, the name or names of the defendant or defendants who have not been served, may, at the instance of either party, be struck out, by order of the judge, on such terms as he shall think fit; and thereupon the cause shall proceed as to set-off and other matters, as if the party or parties whose name or names have not been struck out, had alone been made defendant or defendants.

Costs.

101. The judge shall in each case direct what number of witnesses are to be allowed on taxation of costs, between party and party, and their allowance for attendance shall in no case exceed the highest rate of the allowances mentioned in the scale in the schedule.

102. The costs of witnesses, whether they have been examined or not, may, in the discretion of the judge, be allowed, though they have not been summoned.

103. Money paid into court on a judgment shall be appropriated first in satisfaction of the costs, and afterwards in satisfaction of the original demand.

104. Costs of warrants against the goods, whether executed or unexecuted or unproductive, shall be allowed against the defendant, unless the judge shall otherwise direct.

105. Costs of warrants of commitment, whether executed or unexecuted, shall be allowed against the defendant unless the judge shall otherwise direct.

106. No possession fee shall be payable where an execution is paid out at the time of the levy; but if the officer shall necessarily remain in possession more than half an hour, and the execution shall be paid out on the day of levy, the possession fee for that day shall be charged.

107. No appraisement is to be made until the fifth day of the bailiff's holding possession of the goods under an execution, unless where the goods are of a perishable nature, or are sold at the request of the party, before the expiration of four days, or unless the goods are removed.

Orders.

108. Orders for payment of money or costs, or both, and orders of adjournment, when directed to be served, shall in all cases be prepared by the registrar of the home court, and delivered to the bailiff, who shall send them by post or otherwise to the parties on whom they are respectively directed to be served; Provided always, that it shall not be necessary for the party in whose favour any order has been made to prove, previously to his taking proceedings thereon, that it was posted or reached the opposite party.

109. Where the court gives leave to take any proceeding, it shall not be necessary to draw up any order, nor shall any order be drawn up to warrant such proceeding.

Instalments, payment by.

110. When an order is made for the payment of any sum of money by instalments, such instalments shall be payable at such periods as the judge shall order; and if no period be mentioned, the first shall become due on the twenty-eighth day from the day of making the order, and every successive instalment shall become due at a like period of twenty-eight days from the day of the previous instalment's becoming due; and such instalments shall be paid into court in accordance with sec. 45 of 19 & 20 Vic. c. 108.

111. When an order is made for payment by instalments or otherwise, the registrar shall give notice to the plaintiff by post, in the form set forth in the schedule, of every payment made: Provided that such notice shall not be given where the instalment does not exceed ten shillings.

Proceeding on a judgment more than six years old.

112. No warrant against the goods, or judgment summons, shall, without leave of the judge, issue on a judgment more than six years old, unless some payment has been made into court under such judgment within twelve months previously; but no notice to the defendant, previous to applying for such leave, shall be necessary, and such leave shall be expressed on the warrant or summons under the seal of the court.

Warrants of execution against the goods.

113. Warrants of execution against the goods shall bear date on the day on which they are issued, and shall continue in force for twelve calendar months from such date, and no longer.

114. Where a defendant has made default in payment of the whole amount awarded by the judgment or of an instalment thereof, a warrant of execution, without leave of the court, may issue against his goods; and such execution shall be for the whole amount of the judgment and costs then remaining unsatisfied, unless in the case of instalments, the judge shall otherwise direct at the time of giving judgment.

115. The registrar shall, on issuing a warrant of execution againt the goods, indorse on such warrant the amount to be levied, distinguishing the amount adjudged to be paid, and the amount of the fee for issuing the warrant; and shall prepare and deliver to the bailiff with the warrant a notice in the form contained in the schedule; and the bailiff, upon levying, shall deliver such notice to the party against whom the execution has issued, or leave the same at the place where the execution is levied.

116. Warrants of execution against the goods may be issued concurrently into one or more districts, provided that the costs of more than one warrant shall not be allowed against the execution debtor, uuless by order of the judge.

Judgment-summons.

117. A judgment-summons may issue at any time, without leave of the court, except in cases provided for either by sec. 48 of 19 & 20 Vic. c. 108, or by rule 112, and shall be forthwith delivered by the registrar to the bailiff, and shall be served personally not less than five clear days before the day on which the party is required to appear to such summons, unless at the hearing the judge is satisfied, on the evidence on oath before him, that such party was about to remove from his dwelling or place of business, or was keeping out of the way to avoid service, in either of which cases service upon the party at any time before the time appointed for the appearance of such party shall be sufficient.

118. Upon the issue of a judgment-summons against a party the bailiff shall return into court any warrant of execution against the goods of such party, which may have been issued upon a judgment in the cause.

119. Where a judgment-summons is heard in a court other than that in which judgment was obtained, and the order of such last-mentioned court is altered by the judge of the court in which the judgment-summons is heard, all payments under such order shall be made into, and execution thereupon against the goods shall be issued by, the court which alters the order.

120. Where a certified copy of a judgment is obtained, the registrar shall make on the minute of the judgment a memorandum of having given such certificate, and no warrant of execution against the goods or judgment-summons shall issue upon such judgment from the court in which the judgment was obtained, unless it be shown to the satisfaction of the the court or registrar, that no order has been made against the execution debtor in any other court.

Commitment.

(See 19 and 20 Vic. c. 108, s. 59).
(Form No. 55).

121. When a defendant does not dwell or carry on business in the district of the court to which he has been summoned to appear to a plaint, he shall not be liable at the hearing of such summons to be committed under section 101 of 9 & 10 Vic. c. 95, whether he appears to such summons or not.

122. In cases of commitment under sections 99 or 101 of the 9 & 10 Vic. c. 95, the amount of the judgment, and all costs payable by the defendant, shall be indorsed on the warrant.

123. When a warrant of commitment for non-payment of money is issued, the defendant may, at any time before his body is delivered into the custody of the gaolor, pay to the bailiff the total amount indorsed on the warrant, and on receiving such amount the bailiff shall discharge the defendant, and shall within twenty-four hours after receiving such amount pay over the same to the registrar.

124. In all cases of commitment for non-payment it should be made part of the order of commitment that on production of a certificate signed by the registrar, stating that payment or satisfaction of the sum or of the instalment thereof and costs remaining due at the time of making the order for commitment, together with all subsequent costs, has been made, the defendant shall be discharged out of custody, without further leave of the judge.

125. Warrants of commitment against the same party may be issued concurrently into one or more districts; provided that the costs of more than one warrant shall not be allowed against such party unless by order of the judge.

Transmission of Process and Proceeds of Warrants to and from Foreign Districts.

126. In all cases of warrants, whether against the goods or the person, to be executed in a foreign district, the registrar of the foreign court shall immediately on the receipt of the warrant, enter it in "The Foreign Executions Re-issued Book."

127. Where, by virtue of any warrant sent to a foreign district, any money shall have been received by the bailiff of the foreign court, such bailiff shall, within twenty-four hours from the receiving of such money, pay over the same to the registrar of the foreign court, and shall, unless an interpleader summons as to such money be pending, make a return in writing of the amount received; and in case of a levy having been made, the bailiff shall state in the return the gross amount produced by such levy, the particulars of the appraiser's and broker's charges, and the fees allowed for keeping possession, and pay over to the registrar of the foreign court the amount levied, less such charges and fees; and the registrar of the foreign court shall certify in the said return the amount paid into court, and the correctness of the said charges, and shall account for and pay over such amount to the treasurer of his court at such time as the treasurer shall require; and the high bailiff shall thereupon transmit such return to the high bailiff of the home court, as directed by sec. 104 of 9 & 10 Vic. c. 95, and such latter bailiff shall, within twenty-four hours from the receipt of such return, deliver the same to the registrar of his court, who shall thereupon pay out of any money in his hands, to the plaintiff in the cause, the amount certified in such return to have been received by the registrar of the foreign court, as the proceeds of the execution, and shall enter in a book the amount so certified in the form set forth in the schedule, and the registrar of the home court shall file such return, and the registrar shall be allowed by the treasurer of his court, at his audit, the amount so paid.

New Trial.

128. An application for a new trial or to set aside proceedings, may be made and determined on the day of hearing, if both parties be present, or such application may be made at the first court holden next after the expiration of twelve clear days from such day of hearing; provided the intended applicant do, seven clear days before the holding of such court, deliver to the registrar at his office, and also give to the opposite party by serving the same personally on such party, or by leaving the same at his place of abode or place of business, a notice in writing, signed by himself, his attorney or agent, stating that such an application is intended to be made at such court, and setting forth shortly the grounds of such intended application; but such notice shall not operate as a stay of proceedings, unlss the judge shall otherwise order, and if any money paid into court under any execution or order in the suit shall not have been paid out, when such notice in writing shall be given to the registrar, the registrar shall retain the same to abide the event of such application, or until the judge shall otherwise order; and if no such application be made, the money shall, if required, be paid over to the party in whose favour the order was made, unless the judge shall otherwise order; and if such notice be not given in manner aforesaid, or such application be not made at the court mentioned in the notice, no application for a new trial or to set aside proceedings shall be subsequently made, unless by leave of the judge, and on such terms as he shall think fit; provided that this rule shall not apply to cases falling within the provision of sec. 80 of 9 & 10 Vic. c. 95.

129. The judge, may in his discretion, make it a condition of granting a new trial, that it shall take place before a jury, although the former trial did not take place before a jury.

Interpleader.

130. Where any claim is made to or in respect of any goods or chattels taken in execution under the process of any county court, or in respect of the proceeds of value thereof, by any landlord for rent, or by any person not being the party against whom such process has issued, and summonses have been issued on the application of the bailiff, such summonses shall be served in such time and mode as hereinbefore directed for a summons to appear to a plaint, and the case shall proceed as if the claimant

were the plaintiff, and the execution creditor the defendant; and the claimant shall, five clear days before the day on which the summonses are returnable, deliver to the bailiff, or leave at the office of the registrar of the court, a particular of any goods or chattels alleged to be the property of the claimant, and the grounds of his claim, or in case of a claim for rent of the amount thereof, and for what period, and in respect of what premises, the same is claimed to be due, and the name, address, and description of the claimant shall be fully set forth in such particular, and any money paid into court under the execution shall be retained by the registrar until the claim shall have been adjudicated upon: Provided that by consent, an interpleader claim may be tried, although this rule has not been complied with.

131. Interpleader summonses shall be issued by the registrar, on the application of the bailiff, without leave of the court.

132. Interpleader summonses shall be issued from the court of the district in which the levy was made, and the execution creditor and claimant shall be summoned to such court.

133. Where the claim to any goods or chattels taken in execution, or the proceeds or value thereof, shall be decided against the claimant, the costs of the bailiff allowed by the judge shall be retained by him out of the amount levied, if the judge shall so order, but without prejudice to the right of the execution creditor against the claimant for the sum so retained.

Security.

134. In all cases, where a party proposes to give a bond by way of security, he shall serve, by post or otherwise, on the opposite party and the registrar, at his office, notice of the proposed sureties in the form set forth in the schedule; and the registrar shall forthwith give notice to both parties of the day and hour on which he proposes that the bond shall be executed; and shall state, in the notice to the obligee, that should he have any valid objection to make to the sureties, or either of them, that it must then be made.

135. The sureties shall make an affidavit of their sufficiency before the registrar in the form in the schedule, unless the opposite party shall dispense with such affidavit.

136. The bond shall be executed in the presence of the judge or registrar, or some other of the persons mentioned in sect. 58 of 19 & 20 Vic. c. 108: Provided always, that if it be executed in the presence of the judge or registrar it shall not be necessary for it to be attested.

137. Where a party makes a deposit of money in lieu of giving a bond he shall forthwith give notice to the opposite party, by post or otherwise, of such deposit having been made.

138. In all cases where the security is by bond the bond shall be deposited with the registrar until the cause be finally disposed of.

Appeal.

139. Any party dissatisfied with the determination or direction of the court in point of law, or upon the admission or rejection of evidence, may, before the rising of the court on the day on which judgment was pronounced, deliver to the registrar a statement in writing, signed by him, his counsel or attorney, containing the grounds of his dissatisfaction; and in the event of no such statement being delivered, the successful party may proceed on the judgment unless the judge shall otherwise order; but the judge may direct proceedings to be taken on the judgment notwithstanding such statement has been delivered: Provided that the party so dissatisfied may appeal on grounds different from those contained in such statement, and although he shall not have delivered any such statement.

140. The ten days within which notice of appeal may be given, shall be reckoned, exclusive of the day of trial.

141. The notice of appeal shall be in writing, and shall state the grounds on which the party appeals, and shall be signed by the appellant, his attorney or agent, and such notice shall be sent to the registrar as well as to the successful party, by post or otherwise.

142. If, before the notice of appeal is served upon the registrar, execution shall have issued and the amount of the judgment and costs of execution shall have been paid into the hands of the bailiff, or levied and not paid over to the successful party, the same shall remain in court to abide the order of the court.

143. If, before an appealing party shall have given the required security, execution shall have issued, the registrar shall, upon the appealing party's giving security, forthwith send notice thereof by post or otherwise to the bailiff; and proceedings on such execution shall forthwith be stayed.

144. At the time of giving security, the appellant shall deliver to the registrar a statement in writing, showing to which of the courts of common law at Westminster he proposes to appeal.

145. All cases on appeal shall, unless the judge shall otherwise order, be presented to him for signature, at the court holden next after the expiration of twelve clear days from the day on which judgment was pronounced, and shall then be signed by the judge and be sealed with the seal of the court; and when signed and sealed, one copy thereof shall be deposited with the registrar, and another sent by post or otherwise, by the appellant, to the successful party, within three clear days next after the time of signing and sealing the same; and if the appellant do not comply with this rule, the successful party may proceed on the judgment, unless the judge shall otherwise order.

146. The appellant shall, within three clear days next after the case is signed and sealed, transmit two copies thereof, by post or otherwise, in conformity with the provisions of sec. 15 of 13 & 14 Vic. c. 61; and notice of such transmission shall forthwith be served by the appellant on the successful party, by post or otherwise; in default whereof the successful party may proceed on the judgment, and shall, on application to the court, be entitled to such costs as he shall have incurred in consequence of the appellant's proceedings: Provided that instead of proceeding on such judgment, the respondent, if he think fit, may, within twenty-eight clear days from the signing of the case, transmit it in the manner prescribed, and give the like notice to the appellant of such transmission.

147. If after the case has been transmitted, the appellant do not prosecute his appeal with due diligence, according to the practice of the court of appeal, the successful party may apply to the judge for leave to proceed on the judgment, and leave for that purpose may be granted accordingly, if the judge shall think fit; and the successful party shall also be entitled to such costs as he shall have incurred in consequence of the appellant's proceeding; which costs shall be added to the judgment

148. When the court of appeal has pronounced judgment, either party may deposit the original order of the court of appeal, or an office copy thereof, with the registrar of the county court, and within forty-eight hours from the time of such desposit send a notice thereof to the other party, by post or otherwise.

149. A new trial, in pursuance of the order of the court of appeal, shall be entered for trial at the county court which shall be holden next after twelve clear days from the time when such order or office copy thereof shall have been deposited as aforesaid, unless the parties agree that it shall take place sooner, or the judge otherwise order, and it shall be conducted in the same manner as any new trial granted by the county court itself.

150. If the order of the court of appeal be, that judgment shall be entered for either party, then such judgment shall be entered accordingly, and the successful party shall be at liberty to proceed on such judgment as on a judgment of the county court.

Abatement of Action.

(See 19 & 20 Vic. c. 108 sec. 62.)

151. Where one or more of *several* plaintiffs or defendants shall die *before* judgment, the suit shall not abate, if the cause of action survive to or against the surviving parties respectively.

152. Where one or more of *several* plaintiffs or defendants shall die *after* judgment, proceedings thereon may be taken by the survivors or survivor, or against the survivors or survivor, without leave of the court.

153. Where a married woman is sued as a feme sole, and she obtains judgement on the ground of coverture, proceedings may be taken thereon, in the name of the wife, at the instance of the husband, without leave of the court.

Proceedings in the nature of a Scire facias.

154. Execution on a judgment shall not issue by or against any person not a party to the suit, without a plaint and summons upon the judgment, the proceedings in which shall be the same as in ordinary cases.

155. Where a judgment has been given for or against a person deceased, his executors or administrators may in the same manner sue or be sued upon the judgment.

156. In all proceedings in the nature of a scire facias, a jury may be summoned in the same manner and under the like restrictions, as are provided by secs. 70, 71, 72, and 73, of 9 & 10 Vic. c. 95.

Proceedings by and against executors and administrators.

157. In actions by executors or administrators if the plaintiff fail, the costs shall, unless the court shall otherwise

order, be awarded in favour of the defendant, and shall be levied *de bonis propriis.*

158. Where an executor or administrator, plaintiff or defendant, shall not appear on the day of hearing, the provisions of sects 79, and 80, of 9 & 10 Vic. c. 95, and of sec. 10, of 13 & 14 Vic. c. 61, shall apply respectively, subject to the rules applicable to executors or administrators suing or sued.

159. A party suing an executor or administrator may charge in the summons, that the defendant has had assets, and has wasted them.

160. In all cases where the defendant is so charged in the summons, if the court shall be of opinion that the defendant has wasted the assets, the judgment shall be, that the debt or damage and costs shall be levied *de bonis testatoris, si,* &c., *et si non, de bonis propriis;* and the non-payment of the amount of the demand immediately on the court finding such demand to be correct, and that the defendant is chargeable in respect of assets; shall be conclusive evidence of wasting to the amount with which he is so chargeable.

161. Where a defendant sued as an executor or administrator does not appear, or where the defendant appearing denies his representative character, or alleges a release to himself of the demand, whether he insists on any other ground of defence or not, if the judgment of the court be in favour of the plaintiff, the judgment shall be that the amount found to be due and costs shall be levied *de bonis testatoris, si,* &c., *et si non, de bonis propriis.*

162. Where a defendant sued as an executor or administrator admits his representive character, and only denies the demand, if the plaintiff prove it, the judgment shall be that the demand and costs shall be levied *de bonis testatoris, si,* &c., *et si non,* as to the costs, *de bonis propriis.*

163. Where such defendant admits his representative character, but denies the demand, and alleges a total or partial administration of assets, and the plaintiff proves his demand, and the defendant proves the administration alleged, the judgment shall be to levy the costs of proving the demand *de bonis testotoris si,* &c., *et si non, de bonis propriis;* and as to the whole or residue of the demand, judgment of assets, *quando acciderint:* and the plaintiff shall pay the defendant's costs of proving the administration of assets.

164. Where such defendant admits his representative character, but denies the demand, and alleges a total or partial administration of assets, and the plaintiff proves his demand, but the defendant does *not* prove the administration alleged, the judgment shall be to levy the amount of the demand, if such amount of assets is shown to have come to the hands of the defendant, or such amount as is shown to have come to them, and costs, *de bonis testatoris, si,* &c., *et si non,* as to the costs, *de bonis propriis,* and as to the residue of the demand, if any, judgment of assets, *quando acciderint.*

165. Where such defendant admits his representative character and the plaintiff's demand, but alleges a total or partial administration of the assets, and proves the administration alleged, the judgment shall be for assets *quando acciderint,* and the plaintiff shall pay the defendant's costs of proving the administration of assets.

166. Where such defendant admits his representative character and the plaintiff's demand, but alleges a total or partial administration of the assets, but does *not* prove the administration alleged, and has not established any other ground of defence, the judgment shall be to levy the amount of the demand, if so much assets is shown to have come to the hands of the defendant, or such amount as is shown to have come to them, and costs, *de bonis testatoris, si,* &c., *et si non,* as to the costs, *de bonis propriis,* and as to the residue of the demand, if any, judgment of assets, *quando acciderint.*

167. Where judgment has been given against an executor or administrator, that the amount be levied upon assets of the deceased *quando acciderint,* the plaintiff or his personal representative may issue a summons in the form set forth in the schedule, and if it shall appear that assets have come to the hands of the executor or administrator since the judgment, the court may order that the debt, damages, and costs be levied *de bonis testatoris, si,* &c., *et si non,* as to the costs, *de bonis propriis.* Provided, that it shall be competent for the party applying to charge in the summons that the executor or administator has wasted the assets of the testator or intestate, in the same manner as in rule 159, and the provision of rule 160 shall apply to such inquiry; and the court may, if it appear that the party charged has wasted the assets, direct a levy to be made as to the debt and costs, *de bonis testatoris, si,* &c., *et si non, de bonis propriis.*

168. Where a defendant admits his representative character, and the plaintiff's demand, and that he is chargeable with any sum in respect of assets, he shall pay such sum into court, subject to the rules relating to payment into court in other cases.

169. In actions against executors or administrators for which provision is not herein-before specially made, if the defendant fail as to any of his defences, the judgment shall be for the plaintiff as to his costs of disproving such defence, and such costs shall be levied *de bonis testatoris, si, &c., et si non, de bonis propriis.*

Notices.

170. Where by these rules any party is required to give notice according to a form mentioned in the schedule, it shall be sufficient if the notice given complies substantially with such form.

171. In all cases where any notice or thing is required by these rules to be given or done within a period of twenty-four hours, or within a period of forty-eight hours, no part of Sunday, Chrismas-day, or Good Friday, or of any day appointed by royal proclamation for a public fast, humiliation, or thanksgiving, shall be included in the computation of such period.

172. All letters or process sent by post by the officers of the courts shall be prepaid.

Statute of Limitations.

173. Successive summonses may be issued without leave of the court for the purpose of preventing the operation of any statute whereby the time for the commencement of any action is or may be limited, and the first and each subsequent summons shall be in force for twelve calendar months from the time of issuing the same, including the day of such issuing, and such subsequent summons shall be issued before the expiration of the previous summons, and entered in the plaint book of the court: Provided, that on entering the plaint in the first instance, the usual fee shall be paid; but for such subsequent summonses no further fee shall be paid, nor shall it be necessary that any attempt be made to serve the first summons or any successive summons, unless the plaintiff require the same; and such successive summonses shall be a continuance of the action on and from the day on which the first summons was issued.

174. Where a summons has been served in due time to prevent the operation of any statute of limitations, and either party dies after such service and after the lapse of the period within which it is provided that an action may be brought, proceedings may be taken by or against the surviving party, or by or against the personal representative of the deceased party, within one year from the day of holding the court at which the summons required the defendant to appear.

Arbitration.

175. Where a plaint is entered, the judge may, with the consent of the parties, as well in cases within the ordinary jurisdiction of the court as in cases of agreement under sec. 23 of 19 & 20 Vic. c. 108, make an order for a reference, under the provisions of sec. 77 of 9 & 10 Vic. c. 95, before, upon, or after the return-day of the summons; and all the provisions in the last-mentioned act contained as to references shall apply to a reference proceeding under such an order; provided that the same fees shall be paid as would have been payable on the hearing of the cause.

Recovery of Tenements.

176. Where a claim for rent or mesne profits, or both, is added to a plaint for the recovery of possession of a tenement, and the additional poundage to be taken on the amount or amounts so claimed would, with the poundage to be taken on the rent of the tenement, exceed the poundage which is to be taken on a claim for twenty pounds, the total poundage to be taken shall be estimated on twenty pounds only.

Replevin.

177. In actions of replevin no other cause of action shall be joined in the summons.

178. On entering a plaint in replevin, the plaintiff must specify and describe in a statement of particulars, the cattle, or the several goods and chattels taken under the distress, and of the taking of which he complains.

179. All actions of replevin in cases of distress for rent in arrear, or for damage feasance, shall be tried in a summary way as other actions in the courts holden under the authority of the act of the 9 & 10 Vict c. 95, and the judgment therein, in or-

dinary cases, whether for plaintiff or defendant, shall be according to the forms set forth in the schedule.

180. Where the distress is for rent, and the defendant succeeds in the action, if the defendant require, the judge shall, if the cause be tried without a jury, and the jury shall, if the cause be tried with a jury, find the value of the goods distrained, and if the value be less than the amount of rent in arrear, judgment shall be given for the amount of such value, but if the amount of the rent in arrear be less than the value so found, judgment shall be given for the amount of such rent, and such judgment may be enforced in the same manner as any other judgment of the court.

181. Where the distress is for damage feasance, and the defendant is entitled to judgment for a return, if the plaintiff require, the judge shall, if the cause be tried without a jury, and the jury shall, if the cause be tried with a jury, find the amount of the damage sustained by the defendant, and judgment shall then be given in favour of the defendant, in the alternative, for a return, or for the amount of the damage so found.

Detinue.

182. The judgment in detinue, if for the plaintiff, shall be for the value of the goods detained, together with a sum to be stated in the judgment by way of damages for the detention and costs; but it may be made part of the order that on payment of damages for the detention, and costs, and return of the goods, on or before a day to be named, satisfaction shall be entered.

Confessions under 13 & 14 Vic. c. 61 sec. 8.

183. All confessions under sec. 8 of 13 & 14 Vic. c. 61 shall be delivered to the registrar five clear days before the return-day of the summons: Provided that, at any time before the cause is called on, the defendant may confess and admit the claim according to the form set for in the schedule, subject, however, to an order by the judge to pay such costs as the plaintiff has incurred in consequence of the defendant's not having delivered such confession as herein-before required.

Consent to Judgments under 13 & 14 Vic. c. 61 sec. 9.

184. In all cases of consent under sec. 9 of 13 & 14 Vic. c. 61, the defendant may confess the amount of the plaintiff's costs besides the court fees, and the judgment may be entered accordingly, and the amount of the plaintiff's costs shall be stated separately.

Cases under 19 & 20 Vic. c. 108 s. 23.

185. Where the parties, in pursuance of sec. 23 of 19 & 20 Vic. c. 108, agree to try any action in a county court, a plaint shall be entered, and a summons shall be issued thereon, as in other cases, and all the rules and practice of the court shall be adopted in such cases, so far as the same are applicable.

Proceedings under the Industrial and Provident and Literary and Scientific Institutions, and the Friendly Societies Acts.

186. In proceedings in the County Courts under 15 & 16 Vic. c. 31, 17 & 18 Vic. c. 112, and 18 & 19 Vic. c. 63, a plaint shall be entered, and a summons shall be issued thereon, and the rules and practice of such courts shall be adopted with respect to such proceedings, so far as the same are applicable.

187. Where a defendant is a trustee, member of the general committee of management, treasurer, or other officer of an institution or society established under any act mentioned in the last rule, the summons shall be served in the mode, if any, prescribed by the act under which any such institution or society is established or regulated, and if no mode of service be thereby prescribed, then at the usual place of business of the institution or society, and if there be no such place of business, then according to the ordinary practice of the court.

Cases under the Summary Procedure on Bills of Exchange Act 1855.

188. A separate plaint shall be entered and summons issued against each party to the bill or note, separately liable, whom the holder seeks to charge.

189. Where a defendant applies for leave to defend he shall satisfy the judge, or in his absence the registrar, by affidavit, that good grounds exist for granting leave to defend the action, and shall leave with the registrar such affidavit, together with a copy thereof, and shall, if required so to do by the judge or registrar, give security according to the provisions of sec. 2 of 18 & 19 Vic. c. 67.

190. Where leave is given to defend, the registrar shall appoint the cause to be heard at the first convenient sitting of the court to be held after such leave is granted, and shall send to the plaintiff notice thereof according to the form set forth in the schedule, together with a copy of the affidavits made by the defendant, and shall also send to the defendant by post a notice according to the form in the schedule.

191. No order on a judgment by default under 18 & 19 Vic. c. 67 need be drawn up or served.

192. Any application, under sect. 3 of 18 & 19 Vic. c. 67, to set aside the judgment, shall be made to the judge of the court; but, until the judge can hear the same, execution shall be stayed, upon the defendant's giving security to abide the decision of the judge, in accordance with the practice in cases of appeal under rules 142 and 143.

The Succession Duty Act 1853.

193. In proceedings in the county courts under sec. 50 of 16 & 17 Vic. c. 51, a plaint shall be entered, and a summons shall be issued thereon, and the rules and practice of the court shall be adopted with respect to such proceedings, so far as the same are applicable.

The Metropolitan Building Act, 1855.

194. In proceedings in the county courts under 18 & 19 Vic. c. 122, a plaint shall be entered, and a summons shall be issued thereon, and the rules and practice of the court shall be adopted with respect to such proceedings, so far as the same are applicable.

The Absconding Debtors Act, 1851.

195. Where a warrant shall have been granted to the high bailiff of a county court under "The Absconding Debtors Act, 1851," such high bailiff shall not be required to execute the same out of the district of the court for which he shall have been appointed high bailiff, but if the person against whom such warrant shall have been granted cannot be found within the district of the court, by the judge of which it shall have been granted, such high bailiff shall forthwith transmit such warrant to the high bailiff of any other county court within the district of which such party shall then be or be believed to be, and thereupon such last-mentioned high bailiff shall be authorised and required to execute such warrant, and otherwise to act in the matter in all respects as if the warrant had been directed to him by the judge of the court of which he is the high bailiff.

Forms.

196. In proceedings for which forms are not provided in the schedule, the registrars shall frame the forms required, using as guides those so provided.

Insolvency.

197. If any imprisoned debtor, whose petition and schedule shall be transmitted for hearing to a county court from the court for relief of insolvent debtors, shall have previously petitioned under the protection statutes, any court of insolvency, whether county court or in London, and the matter therein be still pending, whether by reason of adjournment *sine die* or otherwise, no adjudication shall be made on such transmitted petition in regard to any debt or debts contracted prior to such former petition, and the judge of the county court shall ratify such matter by endorsement on the schedule before the return thereof.

198. The rules of practice and orders of the court for the relief of insolvent debtors in London shall be the rules of practice and orders in insolvency and protection cases in the county courts, so far as the same are applicable.

Professional Lists.

Births, Marriages, and Deaths.

PROFESSIONAL LIST.

BIRTHS.

GRAHAM.—On the 3rd Nov., at Calcutta, the wife of Joseph Graham, Esq., Barrister-at-Law, of a son.

BELLHOUSE.—On the 26th inst., Emma, the wife of Mr. Thomas T. Bellhouse, of Manchester, solicitor, of twin boys, one stillborn.

MARRIAGES.

PRICHARD—WILLIAMS.—On Dec. 30, at Llanberis, North Wales, Robert, son of the late John Prichard, Esq., of Beddgelert, to Mary, youngest daughter of the late W. Williams, Esq., solicitor, Green-gate-street, Carnarvon.

DEATHS.

COOPER, FRANCES HAMPSON, wife of M. M. Beale Cooper, Esq., solicitor, of Upton-upon-Severn and Great Malvern, Worcestershire, at Great Malvern, on Dec. 28.

ROMILLY, LADY, wife of the the Master of the Rolls, at 6, Hyde-park-terrace, on Dec. 30, aged 47.
TAYLOR, JOHN, 2, Castle-street, Holborn, solicitor, on Dec. 21, aged 54.

General Obituary.

ALLINGHAM, Mr., Lambeth, on Dec. 30th, in his 75th year.
ALLINGHAM, Mr., Grange-road, Bermondsey, on Dec. 25th, in his 86th year.
ATKINSON, MARGARET, relict of the late Charles, Esq., Captain 1st Royal Veteran Battalion, late of Bristol, on Dec. 24th.
AUSTEN, Lady CATHERINE FRANCES, at Chelsworth Hall, Suffolk, on Dec. 27th, aged 77.
BAKER, HENRIETTA, daughter of George Baker, of the Fox, Princes-street, Lambeth, on Dec. 22nd, aged 4 years.
BAKER, HEPHZIBAH, widow of Charles Baker, Esq., at Hermitage-house, Brixton-hill, on Dec. 24th, aged 66.
BALFOUR, BLAYNEY TOWNLEY, Esq., at Townley-hall, near Drogheda, on Dec. 22nd, in his 88th year.
BALLARD, JAMES, Esq., at 32, Regent-square, on Dec. 24, aged 79.
BAMFORD, CHARLES FRANCIS, Esq., of the Inner-temple, at Cookham, Berks, on Dec. 26th.
BACKWORTH, ELLEN GERTRUDE, infant daughter of the Rev. S. M. Backworth, at St. Leonard's-terrace, Chelsea, on Dec. 25th.
BARNES, SUSAN, second daughter of the late Thomas Barnes, Esq., formerly of the Crescent, Greenwich, at Kingsclere-vicarage, Hants, on Dec. 25th.
BAYFIELD, SAMUEL, Esq., of St. Thomas-street, Southwark, on Dec. 24th, aged 71; and WILLIAM JOHN, third son of the above, on Dec. 22nd, aged 47.
BENGOUGH, GEORGE, Esq., at the Ridge, Wotton-under-Edge, Gloucestershire, on Dec. 25th, aged 62.
BETTELEY, THOMAS HENRY, eldest son of Samuel Betteley, Esq., at Tottenham, on Dec. 31, in his 29th year.
BLANE, ARCHIBALD LOWRY, eldest son of the late Archibald William Blane, Esq., formerly Deputy-Governor of the Australian Agricultural Company, at 1, Sidney-place, Bath, on Dec. 22, aged 17.
BOND, AUGUSTUS WINGROVE, youngest son of the late George Augustus Bond, Esq., H. E. I. Company's Maritime Service, at Lower Tooting, on Dec. 29, aged 19.
BOURNE, A. C., at 1, Paragon, Hackney, on Dec. 29, age 82.
BOWEN, REBECCA, second daughter of the late Rev. Thomas Bowen, rector of Pulham, Norfolk, at East Bergholt, Suffolk, on Dec. 26.
BOWERBANK, Rev THOMAS FREKE, forty years vicar of Chiswick, at the Vicarage, Chiswick, on Dec. 24, aged 77.
BOWYER, ELITABETH ANN, wife of Joseph Bowyer, of Sebright-place, Hackney-road, on Dec. 31.
BRIGHT, ELLEN CATHERINE, youngest child of Dr. James Bright, at 12, Cambridge-square, Hyde-park, on Dec. 26, in her 10th year.
BRISTOW, JOHN, of 7, Horsleydown-lane, Southwark, on Dec. 29, in his 81st year.
BROWN, ALICE, wife of Thomas Brown, jun., of 85, Wood-street, at Woodbury-vale, on Dec. 29, aged 24.
BRYANT, EDWARD NEWTON, late of Holloway, eldest son of Edward Bryant, Esq., of the Grange, Caldecote, Bedfordshire, at Jermyn-street, Piccadilly, on Dec. 24, aged 45.
BROCK, THOMAS CLUTTON, Esq., Colonel of the Worcestershire Militia, at Persax-court, Worcestershire, on Dec. 23.
BULLER, ANNE MARIA, widow of John Buller, Esq., of 33, Fleet-street, at 26, Park-road, Stockwell, on Dec. 26, aged 53.
BURNABY, WILLIAM FELTON, infant son of Captain Richard Burnaby, Royal Engineers, at Kelso, N.B., on Dec. 24.
CAMPBELL, DONALD, Rear-Admiral, at Barbreck House, Craignish, Argyleshire, on Dec. 16, in his 78th year.
CAPES, HARRIET, relict of Richard Capes, Esq., formerly of Tetbury, at Mile-end, on Dec. 31, aged 70.
CARDEW, CAROLINE, eldest daughter of Lieut.-General George Cardew, Royal Engineers, at 8, Portland-terrace, Southsea, on Dec. 25.
CHOPPIN, HARRIET, at Albion-pl. Canonbury-sq., Islington, on Dec. 22.
CHRISTMAS, ROBERT NOBLE, Esq., at Weston, near Bath, on Dec. 27, in his 75th year.
CLARKE, HELEN ROSILLIA, daughter of T. Clarke, Esq., of the Madras Civil Service, at Notting-hill, on Dec. 23, in her 14th year.
CLAVEL, Miss, at Crewkerne, Somersetshire, on Dec. 23, aged 62.
COBB, Rev. SAMUEL WYATT, rector of Igtham, Kent on Dec. 23, aged 53.
COLLINS, ELIZABETH, wife of James Collins, late of Turnwheel-lane, London, and Croydon-common, Surrey, on Dec. 25, in her 46th year.
COMPTON, JOHN TOWNSEND, at Geelong, in September, aged 41.
CONNELL, WILLIAM ALEXANDER, Lieutenant, Bombay Army, at Eskdale-house, Dumfriesshire, on Dec. 27, aged 28.
COOPER, FRANCES HAMPSON, wife of M. M. Beale Cooper, Esq., solicitor, of Upton-upon-Severn, and Great Malvern, Worcestershire, at Great Malvern, on Dec. 28.
CORNEY, ELIZA ANN, daughter of the late Isaac Corney, at 10, Arbour-square, Stepney, on Dec. 25, aged 31.
COVENTRY, ELIZABETH, wife of J. Coventry, Esq., on Dec. 26, aged 67.
CRUTCHLEY, JULIA, wife of G. H. Crutchley, Esq., at Sunning-hill-park, Berks, on Dec. 24.
CURLING, CHARLOTTE HOLBERT, wife of Joseph Curling, Esq., at Herne-hill, Dulwich, on Dec. 28, in her 49th year.
DAVIS, ALICE EMILY, only daughter of R. F. Davis, Esq., of Soho-lodge, St. Anne's-hill, Wandsworth, at Toulouse, on Dec. 19, aged 18.
DAY, RICHARD, last surviving son of the late Mr. Isaac Day, of Camperdown House, Snow's-fields, at 146, Long-lane, Bermondsey, on Dec. 25, aged 54.
DEAN, MARIA, widow of John Dean, late of Great Tower-street, City, on Dec. 28.
DEANE, ELIZABETH, widow of Edward Deane, Esq., at 24, Gloucester-terrace, New-road, Mile-end, on Dec. 31, in her 90th year.
DEWAR, Mrs. sen., of Vagrie, at 35, Melville-street, Edinburgh, on Dec. 27, in her 84th year.
DREWELL, Mrs., relict of the late Mr. Abel Drewell, late of Exeter, formerly of Norwich, and only daughter of the late Mr. William Dugdale, Exeter, at 16, Vincent-terrace, Islington, on Dec. 26th, in her 92nd year.
DUTTON, LAURA BLANCHE, second daughter of the Hon. John and Lady Lavinia Dutton, at Atlingworth-house, Brighton, on Dec. 30, aged 13 months.
ELSEY, ISOBELL, wife of W. R. Elsey, at Hackney, on Dec. 29.
ENGLAND, EDOUINE O'BRIEN, youngest daughter of Lieutenant-General, Sir Richard England, G. C. B., at 8, Portland-place, Bath, on Dec. 25.
FAGEL, General BARON, Ambassador at Paris from the King of the Netherlands, at Paris, in his 86th year.
FALCONER, ALEXANDER, Esq., formerly of Calcutta, at Tolbooth-street, Forres, N. B., on Dec. 27, in his 60th year.
FARQUHARSON, ANNE, widow of the late Andrew Farquharson, Esq., of Breda, Aberdeenshire, at Woodside Frant, on Dec. 20, aged 92.
FERRERS, MURRAY FRASER, Capt. h. p., R. Artillery, third son of W. E. Ferrers, Esq., at Torquay, on Dec. 25.
FITZE, EDWIN, at 10, Milner-street, Milner-square, Islington, on Dec. 26, aged 21.
FITZROY, LORD JOHN, youngest son of the late Augustus Henry, Duke of Grafton, in Half-Moon-street, on Dec. 28, in his 72nd year.
FORD, HANNAH, wife of William Barton Ford, of Modena-villa, Peckham-rye, on Dec. 28.
FOREMAN, Mrs. GEORGE, Albion-terrace, East Smithfield, on Dec. 24, in her 57th year.
FOSTER, THOMASINE, fifth daughter of the late John Foster, of the Priory, Hastings, at Bayswater, on Dec. 26.
FOWLER, JOHN, youngest son of John Fowler, Chemist, 35, Bedford-street, Covent-garden, on Dec. 30, aged 5½.
FREEMAN, CHARLES MASON, of Brooke-house, Chesunt, Herts, on Dec. 27, aged 58.
GEERE, ELLEN, wife of George Geere, surgeon, at 26, Broad-street, Marine-parade, Brighton, on Dec. 28.
GLANFIELD, THOMAS, Esq., late of Queen Anne's Bounty Office, at Kennington, on Dec. 26, in his 87th year.
GREENWELL, LOUISA, wife of Baker Greenwell, at 13, Queen's Terrace, St. John's Wood, on Dec. 29, aged 21.
GREVILLE, HARRIET DOROTHEA, wife of Rear Admiral Greville, C.B., at Cannon-hill, near Maidenhead, on Dec. 28.
HALLETT, FRANCIS AMIOT, Lieut. 2nd European Light Infantry (Bombay), in Clarges-street, Piccadilly, on Dec. 27th, in his 28th year.
HAY, LUCY, daughter of the late Dr. Macfarlane, physician, Bath, at 1, Kingston-square, Bath, on Dec. 17th.
HARDCASTLE, MARY ASHTON, eldest daughter of the late Thomas Hardcastle, Esq., of Bolton-le-Moors, at Torquay, on Dec. 29, aged 20.
HEWETT, ELEANOR, many years housekeeper in the family of the late Lord Abinger, at 22, Queen-street, Camden-town, on Dec. 22, in her 95th year.
HICKS, FREDERICK, Esq., at Garden-house, Rotherfield, Sussex, on Dec. 21, aged 39.
HICKS, MARY ANN, mother of the above, at Joyce-green House, Dartford, Kent, on Dec. 23, aged 77.
HINCHLIFF, Chamberlain, Esq, at Lee, Kent, on Dec. 26, in his 71st year.
HIRD, MARY, eldest daughter of Mr. Hird, 212, Oxford-street, on Dec. 29, aged 22.
HODGSON, SARAH, fourth daughter of Christopher Hodgson, Esq., of Dean's-yard, Westminster, on Dec. 27.
HOLBEACH, GEORGE, Captain, R.N., of Alveston, Warwickshire, at Leamington, on Dec. 31.
HOLLAND, ELIZA ANN, wife of the Rev. Edward Holland, at Camerton Rectory, near Bath, on Dec. 26.
HONNOR, JOSEPH ALLAN, Esq., at Bignall, Great Missenden, on Dec. 26, aged 62.
HOOPER, HELEN, only daughter of W. W. Hooper, Esq., of Northbrook House, near Exeter, in London, on Dec. 27, in her 21st year.
HOWARD, JULIA SALE, wife of Charles Howard, at 2, Haddington-villas, Ilford-road, West Ham, Essex, on Dec. 20, in her 26th year.
HUNT, ANNIE LUCY, second daughter of Samuel Hunt, Esq., at Ketton, Rutland, on Dec. 28.
HUNT, BENJAMIN, Esq., late of Southsea-villa, Portsmouth, at Lancaster, on Dec. 18.
HUSBAND, THOMAS, S. F., at 32, Upper Barnsbury-street, Islington, on Dec. 25, aged 31.
IVE, EDWARD, Fore-street, Limehouse, on Dec. 31, aged 62.
JONES, ELIZABETH CAREY, wife of William Jones, Esq., F. S. A., and daughter of the late Major M'Crea, of Guernsey, at 55, Great Coram-street, Russell-square, on Dec. 31.
KEMP, ABRAHAM, youngest son of A. Kemp, Esq., of Crookmore-villa, Soho-park, Handsworth, near Birmingham, on Dec. 27, in his 18th year.
KENNEDY, ALICIA, wife of Robert Blaire Kennedy, Esq., Madras Army, and only daughter of the late Lieut. Colonel Crookshank, K. H., a few days after the death of her Mother and eldest daughter, at St. Germain-en-Laye, on Dec. 25, aged 26.
KENNEDY, JOHN, Esq., of Newgate-market, at 40, Claremont-square, on Dec. 24.
KERR, SAMUEL, Captain half-pay unattached, formerly of the 60th rifles and 47th foot, on Dec. 28.
KILLICK, ELIZABETH, second daughter of the late Mr. Thomas Killick, New Palace-yard, at Kensington-gardens, Notting-hill, on Dec. 25th.
LEWIS, EDWARD HARRIS, son of E. G. Lewis, at Sydney, N.S.W., on Sept. 11, in his 2d year.
LITHGOW, ANDREW, Esq., at 13, Royal-terrace, Weymouth, on Dec. 30, in his 71st year.
LOWELL, SAMUEL, at Bedford, on Dec. 27, aged 68.
MANNERS, Rev. EDWARD, rector of Goadby Marwod, Leicestershire, at the Manor House, Kirby Bellars, near Melton Mowbray, on Dec. 21, aged 72.
MANSON, Rev. ALEXANDER THOMAS GRIST, D.C.L., Vicar of Glossop, Derbyshire, at the Vicarage-house, on Dec. 21, aged 40.
MARTIN, SAMUEL, Esq., at Rock-buildings, Bognor, on Dec. 25, in his 64th year.
MARTIN, ADELAIDE FLEETWOOD, infant daughter of Francis Martin, Esq., at Park-road, Twickenham, on Dec. 26.
MAYS, ALFRED AUGUSTUS, of 19 Red-cross-street, many years traveller to John Warner & Sons, on Dec. 27.

MERRIMAN, ALICIA CAROLINE, child of Thomas Hardwick Merriman, Esq., at Putney, on Dec. 25, aged 9 months.
MERRITT, ELIZABETH, relict of the late Richard Merritt, Esb., of Welch's, at Everton-villa, Barbadoes, on Nov. 10, aged 85.
MOORE, JANE, wife of Edward Moore, Esq., Prospect-place, Burnley, on Dec. 25, aged 25.
MORLAND, CHARLES HENRY, youngest son of G. B. Morland, Esq. of Abingdon, on Dec. 28, aged 14 months.
MORLEY, GEORGE, for many years the the faithful and attached servant of Mr. Albert Smith, at North-end Lodge, Fulham, on Dec. 26, aged 37.
MORSE, ELIZA MAITLAND LLOYD, second daughter of General Morse, at Troston Hall, Suffolk, on Dec, 17, in her 38th year.
MULES, PHILIP, Esq., of Honiton, Devon, late Major-Commandant, E. D. Volunteer Cavalry, at Paris, on Dec. 28, aged 72.
MURRAY, LAURA MONTAGU, infant daughter of Captain Arthur Murray, at 2, North-terrace, Alexander-square, on Dec. 26, aged about five months.
NORSWORTHY, R. B. C., of Poplar, at Mount Moriac, near Geelong, Australia, on Sept. 17, aged 27.
OLIVER, GEORGE AUGUSTUS, Esq., of Twickenham, at Margate, on Dec. 27. in his 61st year.
OWEN, MARTHA WILKINSON, youngest daughter of D. Owen, Oxford-street, at Belsize-road, St. Johns' Wood, on Dec. 24, in her 16th year.
PAGE, THOMAS HARMER, at Warwick-terrace North, Upper Clapton, on Dec. 28, aged 73.
PARAVICINI, the infant son of J. P. de Paravicini, at 30, Gloucester-terrace, Hyde Park, on Dec. 29.
PARIS, DR., President of the Royal College of Physicians, in Dover-st., on Dec. 24, in his 72nd year.
PATTISON, ANNE, relict of the late Anthony Pattison, jun., of Cornhill, at 10, Alexander-square, Brompton, on Dec. 28.
PEECH, SAMUEL, Esq., late of Wentworth, Yorkshire, at Farncombe, Surrey, on Dec. 26, in his 74th year.
POPKIN, SUSANNAH, widow of H. Popkin, Esq., at 56, Wenlock-street, New North-road, on Dec. 28, in her 79th year.
POWER, Rev. EDWARD, M.A., of Atherstone, Warwickshire, on Dec. 30, aged 56.
PRICE, WILLIAM ORMSBY, at Little Missenden Abbey, Bucks, on Dec. 25, aged 10 months.
PRIME, LIONEL, Esq., at Barnsbury-grove, Islington, on Dec. 29, aged 67.
PROVERB, MARGARET, 50 years servant to the late J. T. Brown, of Winifred-house, near Bath, at the Rectory, Ayot St. Lawrence, on Dec. 26.
RICKETTS, LYDIA, wife of Martin Ricketts, Esq., at Salwarpe, near Droitwich, on Dec. 22, in her 68th year.
ROBINSON, WILLIAM HENRY BUCKLE, only son of Lieut.-Colonel Robinson, late 72nd Highlanders, at Hamilton Island, Bermuda.
ROBINSON, Rev., GILMOUR, at Tockholy, Lancashire, on Dec. 30, in his 62nd year.
ROMILLY, Lady, wife of the Master of the Rolls, at 6, Hyde-park-terrace, on Dec. 30, aged 47.
ROUTH, ADA JOSEPHINE, fourth daughter, of Richard Routh, Esq., of Constantinople, on Dec. 31, in her 19th year.
ROWE, HENRY FRANCIS, Esq., at 27, Trinity-street Cambridge, on Dec. 24, in his 59th year.
RUFF, WILLIAM, at 33, Doughty-street, on Dec. 30, aged 55.
SAUL, MARY THERESA, wife of Joseph Saul, of the Admiralty, and youngest Daughter of John Millman, Esq., Riversfield Lodge, Shirley, Southampton, on Dec. 25, aged 36.
SAUNDERS, ROBERT, Esq., late of the Bengal Civil Service, at 9, Hennena-street, Cavendish-square, on Dec. 31, aged 64.
SAVEY, CHARLES, at Peckham, Surrey, on Dec. 27, aged 39.
SEPPINGS, THOMAS, Esq., at Vere-lodge, Raynham, on Dec. 22, in his 80th year.
SCHOFIELD, Henry, fourth son of Thomas Schofield, Esq., Marlborough-place, Old Kent-road, on Dec. 29, aged 27.
SCOTT, T., second son of the late Mr. R. Scott, of Lymington, Hants, at 15, Union-place, Blackheath-road, Kent, on Dec. 27, aged 28.
SCRIPPS, HARRIETT, wife of Thomas Scripps, of 13, South Moulton-street, Bond-street, at 12, Arundel-square, Islington, on Dec. 27.
SIMPSON, ROBERT RILEY, Esq., 8, Park-terrace, Brixton, and 44, Fenchurch-street, on Dec. 25, in his 57th year.
SHAW, JAMES, jun., Saddleworth, Yorkshire, at Totnes, Devon, on Dec. 27, aged 32.
SHUM, HENRY HAMILTON, eldest son of Colonel Shum, Douglas, Isle of Man, at Tours, on Dec. 16.
SPEKE, Rev. HUGH, M.A., rector of Dowlish Wake and vicar of Curry Rivell, Somersetshire, at Marseilles, on Dec. 25, aged 53.
STANHOPE, GEORGIANA, youngest daughter of the Rev. Charles Spencer Stanhope, at Weaverham Vicarage, Cheshire, on Dec. 22nd, aged 2½ years.
STUCKBERY, THOMAS, only son of Mr. Wright Stuckbery, of Chelsea, on Jan. 1, aged 26.
TAYLOR, JOHN, 2, Castle-street, Holborn, solicitor, on Dec. 21, aged 54.
THOMAS, CATHERINE EMILY, relict of Major J. Barry Thomas, late 9th foot, and formerly of the 31st regiment, at Winchester, on Dec. 19.
THORP, JOHN, Alderman, at Oxford, on Dec. 30, in his 70th year.
TOD, JOHN, Esq., at 14, Ainslie-place, Edinburgh, on Dec. 24, in his 84th year.
TUNNICLIFF, ROBERT, victualler, Roebuck-tavern, High Holborn, late of Islington, on Dec. 30, aged 33.
WAKEFIELD, THOMAS, late of Kew Bridge, Middlesex, on Dec. 25, aged 49.
WALTERS, ANNE, wife of Rev. Nicholas Walters, vicar of All-Saints, and rector of St. Peters, Stamford, and daughter of T. Priaulx, Esq., of Montville House, Guernsey, at Exmouth, on Dec. 25.
WARD, WILLIAM, Surgeon, second son of James Ward, Esq., of H.M. Dockyard, Sheerness, at Forant, near Salisbury, on Dec. 21.
WARD, EDWARD LEIGHTON, only child of the Rev. D. E. Ward, Principal of the Collegiate School, Sheffield, at Upper Hamilton-terrace, St. John's Wood, on Dec. 27, aged 14 months.
WATKINS, SARAH SOPHIA, wife of James Watkins, at Brompton, on Dec. 30, aged 25.
WAYLEN, ALFRED, Esq., third surviving son of the late Robert Waylen, Esq., of Devizes, Wilts, at Point Walter, Perthshire, Western Australia, on Aug. 20.
WESTON, ELIZABETH, youngest daughter of the late William Weston, Esq., of Melcombe Regis, Dorset, at Royal-crescent, Weymouth, on Dec. 29.
WILKINSON, MARY ANNE, wife of Arthur Oates Wilkinson, at Linkfield-house, Redhill, Surrey, on Dec. 23, aged 68.
WILSHIRE, JAMES, Esq., at Priory Cottage, Bushey-heath, near Watford, Herts, on Dec. 30, aged 56.
WORLEY, Mrs., widow of William Worley, of Hampton-court, on Dec. 15, in her 87th year.

English and Foreign Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	218	218	218	218	218	
3 per Cent. Reduced Annuities	94¼	94¼	94¼	94¼	94¼	94¾
3 per Cent. Consols Annuities	shut					
Consols for Account	94¼	94	94	94¼	94¼	94¼
New 3 per Cent. Annuities	94¼	94¼		94¼	94	94⅝
Omnium						
3½ per Cent. Annuities						
Long Annuities (exp. Jan. 5, 1860)						
Do. 30 yrs. (exp. Oct. 10, 1859)						
Do. 30 yrs. (exp. Jan. 5, 1860)						
Do. 30 yrs. (exp. April 5, 1885)						
India Stock						
India Bonds (£1,000)		*2		*1	*2	‡1
Do. (under £1,000)			‡1	‡2		‡1
Exchequer Bills (£1,000)	*2	‡1	‡1	*2	‡1	*3
Exchequer Bills (£500)			*2	*2		*3
Exchequer Bills (Small)	*3	*2	†	*3		
Exchequer Bonds, 1858, 3½ per Cent.	99	99	99		98⅝	
Exchequer Bonds, 1859, 3½ per Cent.			98⅝			
FOREIGN FUNDS.						
Brazilian 5 per Cents., for Account, Jan. 15	100					
Brazilian 5 per Cents., Small	100			100½		
Granada New Active 2½ per Cents.	21⅛			21⅛	21⅛	
Granada Deferred	6⅛					
Mexican 3 per Cents., for Account Jan. 61	21⅝	21⅝	21⅝	21⅝	21⅝	21⅝
Peruvian 4½ per Cents.	77⅝					78
Portuguese 3 per Cents. for Account, Jan. 15	45½					
Spanish 3 per Cents.	42½			41⅛		
Spanish 3 per Cents. for Account, Jan. 15	42⅜					
Spanish 3 per Cents. New Deferred	24⅛		24⅛			
Turkish 6 per Cents. for Account, Jan. 15	95⅛		95⅛	95	95	95
Turkish 4 per Cents. Guaranteed, for Acct. Jan. 15	103		103	103	104	
Venezuela 3½ per Cents. Deferred	15					

* Premium. † Par. ‡ Discount.

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	94	94	94	94	94	94
Caledonian	63½	63½	63⅝	63⅝	63½	62
Chester and Holyhead	39	39	39	39	39	39
East Anglian	19	19½	19½	19½	19½	20
Eastern Union A stock	40	40	40	40	40	40
East Lancashire	93	93	96	96	94	95
Edinburgh and Glasgow	55	55	55	55	55	55
Edin., Perth. & Dundee	36½	36½	36	36	36	36
Glasgow & South Western	96	96	96	96	96	96
Great Northern	92	91⅝	92	92	92	92
Gt. South & West. (Ire.)	112	112	112	112	112	112
Great Western	69⅝	69½	69⅝	69⅝	69	68½
Lancashire and Yorkshire	97½	97	97½	97½	97½	97
Lon., Brighton, & S. Coast	112½	112	113	113	113	113
London & North Western	107	107	107½	107	107½	107
London and S. Western	107½	107½	108	108	108	108
Man., Shef., and Lincoln	35	35	34½	34⅝	34⅝	34⅝
Midland	83	82⅝	83	83½	83¼	83½
Norfolk	52	52	52	52	52	52
North British	40½	40⅝	40⅝	40⅝	40⅝	40⅝
North Eastern (Berwick)	84⅜	84	84	84½	86	85
North London	99	99	99	99	99	99
Oxford, Worc. & Wolv.	29⅜	29	29	29	29	29
Scottish Central	108	108	108	108	108	108
Scot. N.E. Aberdeen Stock	27⅜	27⅜	27⅜	27⅜	27⅜	
Shropshire Union	49	49	49	50	51	51
South-Eastern	74	74	74⅜	74⅜	75	75
South-Wales	82	83	83	83	84	84

London Gazettes.

TUESDAY, *Dec.* 30, 1856.

The Right Honourable Charles Crespigny, Lord Vivian, sworn Lord-Lieutenant and Custos Rotulorum of Cornwall.

WHITEHALL, DEC. 29, 1856.

The Queen has appointed Samuel Gale, Esq.; John Southerden Burn, Esq.; George Graham, Esq.; Robert Lush, Esq.; William Palmer Parker, Esq.; Horace Mann, Esq.; and Hull Terrell, Esq., Commissioners for inquiring into the state, custody, and authenticity of certain non-parochial registers of births or baptisms, deaths or burials, and marriages in England and Wales.

NEW MEMBER OF PARLIAMENT.

Suffolk.—Eastern Division.—The Right Honourable John Henniker Major Lord Henniker, in the room of Sir Edward Sherlock Gooch, Bart., deceased.

Bankrupts.

TUESDAY, *Dec.* 30, 1856.

BIRCH, JOHN, Maltster, Old Swinford. Jan. 12, at 10.30; Feb. 2, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sol.* Knight, Birmingham. *Pet.* Dec. 27.

FAREBROTHER, FRANK BROADHURST, GEORGE WILLIAM BREMNER, and JOSEPH HENRY COLLYER, Wax, Sperm, and Oil Merchants, Stockwell, Surrey, and Manchester, Jan. 13, at 2, Feb. 10, at 1, Basinghall-st. *Com.* Holroyd, *Off Ass.* Edwards, *Sols.* Lawrance, Plews, and Boyer, 14, Old Jewry-chambers. *Pet.* Dec. 23.

FFITCH, WILLIAM, Licensed Victualler, Headley Arms, Warley-common, Great Warley, Jan. 10, at 12; Feb. 3, at 1; Basinghall-st. *Com.* Holroyd, *Off. Ass.* Lee, *Sol.* Chidley, 10, Basinghall-st. *Pet.* Dec. 23.

GLOVER, JAMES, Dealer in Wine and Spirits, and Publican, Thames Ditton, Jan. 7, at 12; Feb. 10, at 12·30; Basinghall-st. *Com.* FONBLANQUE. *Off. Ass.* Stansfeld. *Sols.* Harrison and Lewis, 14, New Boswell-court. *Pet.* Dec. 19.

HARDACRE, THOMAS, Draper, Settle, Yorkshire, Jan. 16, Feb. 20, at 11; Leeds. *Com.* West, *Off. Ass.* Young, *Sols.* Hartley, Settle, and Barr, Leeds. *Pet.* Dec. 26.

HARRIS, RICE, and RICE WILLIAMS HARRIS, Glass and Alkali Manufacturers, Birmingham, Jan. 6, at 11·30. *Com.* Balguy. *Off. Ass.* Whitmore, *Sol.* James, Birmingham. *Pet.* Dec. 22.

HARTZ, WILLIAM, Merchant, Mark-lane and Fenchurch-st., Jan. 15, at 1; Feb. 16, at 12; Basinghall-st. *Com.* Goulburn: *Off. Ass.* Nicholson, *Sol.* King and George, 35, Cheapside. *Pet.* Nov. 25.

HENDERSON, PETER EDWIN, Civil Engineer and Merchant, 3, Cannon-st., Jan. 7, at 2; Feb. 16, at 1; Basinghall-st. *Com.* Goulburn. *Off Ass.* Pennell, *Sols.* Ashley and Tee, 7, Old Jewry. *Pet.* Dec. 13.

RENNARD, JOHN, Ironmonger, 32, Little Queen-street, Holborn, Jan. 8, at 2; Feb. 12, at 12; Basinghall-st. *Com.* Evans, *Off. Ass.* Johnson. *Sols.* Moseley, Taylor, and Moseley, 13, Bedford-st., Covent garden.

RING, WILLIAM, Ham and Beef Shop and Eating-house Keeper, 29, Paddington-st., Marylebone, Jan. 13, at 1; Feb. 10, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Wood and France. *Pet.* Dec. 22.

SMITH, MATTHEW, Steel Manufacturer, Sheffield, Jan. 17, Feb. 21, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Fretson, Sheffield. *Pet.* Dec. 27.

SMITH, WILLIAM, Builder, Hales Owen. Jan. 16, at 11·30; Feb. 6, at 11·30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie, *Sols.* Hodgson and Allen, Birmingham.

FRIDAY, *Jan.* 2, 1857.

ADNAM, JOHN, Wine and Spirit Merchant, 9, Old Fish-street, Jan. 12, and Feb. 16, at 2. Basinghall-street. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* West, 3, Charlotte-row, Mansion-house. *Pet.* Dec. 24.

ALLTREE, JOHN, Tailor and Draper, Liverpool, Jan. 15 and Feb. 5, at 11, Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Frazer and May, 78, Dean-street, Soho, London, and J. and W. Morecroft, Clayton-Square, Liverpool. *Pet.* Dec. 23.

BAILEY, JOHN, Cotton Manufacturer, Oakenshaw, Clayton-le-Moors, Lancashire. Jan. 12, and Feb. 4, at 12, Manchester. *Off. Ass.* Fraser. *Sols.* Rowley and Son, Manchester. *Pet.* Dec. 30.

BAKER, RICHARD, Merchant, 34, Lime-street. Jan. 9, and Feb. 20, at 11, Basinghall-street. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Marten, Thomas, and Hollams, Mincing-lane. *Pet.* Jan. 1.

BAKER, WILLIAM, Victualler, 5, Tichbourne-street, Haymarket. Jan. 16, at 2, Feb. 10, at 12, Basinghall-street. *Com.* Holroyd. *Off. Ass* Edwards. *Sols.* Lawrance, Plews, and Boyer, 14, Old Jewry Chambers. *Pet.* Dec. 24.

BROWN, JOHN, Wine and Spirit Merchant, Westbromwich, Staffordshire, Jan. 17, and Feb. 7, at 11.30, at Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sols.* West, Charlotte-row, Mansion-house, and Knight, Birmingham. *Pet.* Dec. 19.

FREUND, JONAS CHARLES HERMANN, Boarding-house Keeper, 7, West-street, Finsbury. Jan. 16, at 1, and Feb. 10, at 2, Basinghall-street. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Jones, Colchester. *Pet.* Nov. 25.

KENNARD, JOHN (and not *Rennard*, as in Tuesday's *Gazette*), Ironmonger, 32, Little Queen-street, Holborn. Jan. 13, at 1; Feb. 12, at 12, Basinghall-street. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Moseley, and Co., 13, Bedford-street, Covent-garden. *Pet.* Dec. 19.

LAWRENCE, THOMAS SQUIRE, Bone and Artificial Manure Merchant, late of 2, Ingram-court, Fenchurch-street, now of 2, Sutherland-street, Walworth. Jan. 9, at 2; Feb. 20, at 1, Basinghall-street. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Chidley, 10, Basinghall-street. *Pet.* Jan. 1.

POTTER, WILLIAM, Grocer and Draper, Ellerburn, Yorkshire. Jan. 16, and Feb. 20, at 11, Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Watson, Pickering, and Ward, Leeds. *Pet.* Dec. 20.

SAGAR, OATES, Manufacturer, Stonefield Mill, near Haslingden, Lancashire. Jan. 15, and Feb. 5, at 12, Manchester. *Off. Ass.* Hernaman. *Sols.* Sale and Co., Manchester. *Pet.* Dec. 30.

SOLOMON, GEORGE NATHANIEL, Merchant, 14, Euston-place, New-road. Jan. 15, and Feb. 18, at 11, Basinghall-street. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Phillips and Son, 11, Abchurch-lane. *Pet.* Oct. 15.

VAN RAALTE, JOSEPH, jun., Importer of French Goods and Warehouseman, 4, Gloucester-terrace, St. John's-road, Hoxton. Jan. 13, at 1, Feb. 10, at 12. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Teague, Crown-court, Cheapside. *Pet.* Dec. 8.

VENABLES, JOHN, ARTHUR MANN, and HENRY GRASETT, Earthenware Manufacturers, Burslem, Staffordshire. Jan. 16, and Feb. 6, at 11.30. Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Sutton, Burslem, and J. Smith, Birmingham. *Pet.* Dec. 23.

MEETINGS.

FRIDAY, *Jan.* 2, 1857.

ADAMS, S., Ware, Herts, Banker. Jan. 14, at 12. Basinghall-st. *Aud. ac.*

CHANTLER, R., Pendleton, Eccles, Lancashire, Joiner and Builder. Jan. 12, at 12. Manchester. *Aud. ac.*

CHICHESTER, G. A. H., 7, York Buildings, Adelphi, Bill-broker. Jan. 13, at 1. Basinghall-st. *Last ex.*

COHEN, L., 56, Bishopsgate-st. within, General Merchant. Jan. 15., at 11. Basinghall-st. *Aud. ac.*

COOKE, J. C., 46, Princes-st., Soho, Carver and Gilder. Jan. 12, at 11. Basinghall-st. *Aud. ac.*

DAGNALL, W. B., 56, Wood-st., Rope, Line, and Twine Manufacturer. Jan. 12, at 11 Basinghall-st. *Aud. ac.*

DORRINGTON, T., 2, Durham-place, Grange-road, Dalston, Woollen Merchant and Commission Agent. Jan. 16, at 12. Basinghall-st. *Aud. ac.*

DYTE, J., 106, Strand, Stationer. Jan. 14, 11·30. Basinghall-st. *Aud. ac.*

FELLINGER, H. E., 52, Red Lion-st., Holborn, Flour Merchant. Jan 24, at 11. Basinghall-st. *Last ex.*

HOLLAND, T., 59, Fenchurch-st., Tobacco Broker. Jan. 13, at 12. Basinghall-st. *Aud. ac.*

HURST, A., Bull Head Dock, Rotherhithe, Manure Manufacturer and Wharfinger. Jan. 12, at 12. Basinghall-st, *Aud. ac.*

JOSEPH, J. A., 122, Bishopsgate-street-Within, Mining Agent and Share Dealer. Jan. 14, at 1.30. Basinghall-street. *Aud. ac.*

KEYTE, H., 5 Church-court, Old Jewry, Silk Manufacturer. Jan. 12, at 1. Basinghall-street. *Aud. ac.*

LEO, A., 6, Jeffery-square, St. Mary Axe, Merchant. Jan. 13, at 12. Basinghall-street. *Last. ex.*

MARGERISON, C., and E. B. FORT, Savage-gardens, Tower-hill, Wine and Spirit Merchants. Jan. 13, at 12. Basinghall-street. *Aud. ac.*

METCALFE, J. T., and G. METCALFE, 52 and 53, Bow-lane, Canvas Merchants. Jan. 13, at 3. Basinghall-street. *Last ex.*

MILLER, J., Bevois-street, Southampton, Common Brewer, and Publican. Jan. 14, at 11. Basinghall-street. *Aud. ac.*

POLGLASE, R. J., 3, Jepp's-terrace, Commercial-road East; and 10, Borough-road, Surrey, Millwright, Engineer, &c. Jan. 14, at 12.30. Basinghall-street. *Aud. ac.*

ROWLAND, E., and T. Evans, Coleman-street, New North-road, Builders. Jan. 14, at 11. Basinghall-street. *Pr. of debt.*

ROUGEMONT, G., Broad-street-buildings, Merchant. Jan. 23, at 1. Basinghall-street.

SOUTHALL, R., Birmingham, Merchant. Jan. 30, at 11·30. Birmingham.

TEASEL, O. E., Norwich, Timber Merchant and Sawyer. Jan. 23, at 12, Basinghall-street. *Last ex.*

TIPPLE, J. H., Norwich, Wholesale Shoe Manufacturer. Jan. 14, at 12.30. Basinghall-street. *Auo. ac.*

VENABLES, J., A. MANN, and H. GRASETT, Buralem, Staffordshire, Earthenware Manufacturers Jan. 13, at 1. George Hotel, Burslem. *Pr. of debts.*

WAKINSHAW, J., Monk Wearmouth Iron-works Sunderland, Iron-Manufacturer. Jan. 16, at 1. Newcastle. *Aud. ac.*

WALKER, E., 18, Bloomfield-st., Harrow-road, Coach-builder. Jan. 16, at 12. Basinghall-st. *Aud. ac.*

WEBB, E., Osborne-road, Portswood, Timber-dealer and Grocer. Jan. 14, at 2. Basinghall-st. *Last ex.*

WELSH, R., Huddersfield, Yorkshire, Woollen-merchant. Jan. 15, at 11. Leeds. *Aud. ac.*

WOODS, S., Weybridge, Surrey, Builder. Jan. 12 at 1. Basinghall-st *Aud. ac.*

DIVIDEND MEETINGS.

TUESDAY. *Dec.* 30, 1856.

ASQUITH, DAN., Innkeeper, Halifax. Jan. 22, at 11. Leeds.

CHADWICK, WILLIAM, Lime-burner, Liverpool. Jan. 20, at 11. Liverpool.

CROWSHAW, AMBROSE, Brickmaker, 7, Park-road, Holloway, Jan. 22, at 12. Basinghall-st.

DAVIS, EDWARD MEACHER, Licensed Victualler, Sutton Coldfield, Jan. 21, at 10. Birmingham.

JACKSON, E., and E. CLARKE, Milliners, Manchester, Jan. 21, at 12. Manchester.

JOHNSON, JOHN, Ironmonger, Bowen, Jan. 20, at 10·30, Nottingham.

MACLEAN, ROBERT, Licensed Victualler, Liverpool, Jan. 20, at 11.

MARTIN, JAMES, Licensed Victualler and Fruit Salesman, King's Head Inn, High-st, Borough, and Borough-market, Jan. 20, at 11. Basinghall-st.

FRIDAY, *Jan.* 2, 1857.

DYTE, JOHN, 106, Strand, Stationer. Jan. 23, at 1, Basinghall-street.

FOSSEY, G., and J. Steel, Norway-wharf, Millwall, Timber Merchants. Jan. 26, at 12, Basinghall-street.

HICKMAN, W. S., Sussex-chambers, 10, Duke-street, St. James's, Picture Dealer. Jan. 29. at 12,30, Basinghall-street.

PARKER, H., O. Shore, J. Brewin, and J. Rodgers, Sheffield, Bankers. Jan. 24, at 10, Sheffield (sixth div.).

ROYAL British Bank, South-sea-house, Threadneedle-street, Banking co-partnership. Jan. 24, at 12. Basinghall-street (second div).

DIVIDENDS.

TUESDAY, *Dec.* 30, 1856.

ARMITAGE, GEORGE, & Co., Steel-manufacturers, Sheffield. Fourth, 3½d. *Brewin*, Sheffield, any Tuesday, 11 & 2.

CASSON, BENJAMIN & HENRY, Tanners, Kingston-upon-Hull. Joint estate. First, 5s. *Carrick*, Hull, any Tuesday, 11 & 2.

MARTIN, AARON, & Co., Merchants. Sheffield. Sep. estate of Martin First, 13s. 4d. *Brewin*, Sheffield, any Tuesday, 11 & 2.

MARSHALL, WILLIAM, & Co., Saw-manufacturers, Sheffield. New proofs. First, 4s. Sep. estate of Marshall, First, 8s. 8d. *Brewin*, Sheffield, any Tuesday, 11 & 2.

POTTER, RICHARD, Ship-builder, Haven Banks, Exeter. Second, 3s. 5½d. *Hirtzell*, Exeter, any Tuesday or Friday, 11 & 2.

PRESGRAVE, WILLIAM, Schoolmaster, Seven Oaks. First, 2s, *Peunell*, Guildhall Chambers, any Tuesday, 11 & 2.

SAUNDERS, ELIZABETH, Grocer, Chesham. Fourth, 6d. *Peunell*, Guildhall Chambers, any Tuesday, 11 & 2.

SYKES, HENRY, Anvil-manufacturer, Sheffield. First, 3s. 10d. *Brewin*, Sheffield, any Tuesday, 11 & 2.

WELLS, ROBERT, Tailor, Kingston-upon-Hull. First, 2s. *Carrick*, Hull, any Thursday, 11 & 2.

WOOD, BENJAMIN, Boiler-maker, Sheffield. First, 4s. *Brewin*, Sheffield, any Tuesday, 11 & 2.

FRIDAY, *Jan.* 2, 1857.

ADDISON, LEONARD. First, 2s. 9d. Morgan, Liverpool. Jan. 7, or any Wednesday, 11 and 2.

FLYN, RICHARD. First, 2s. 1½d. Morgan, Liverpool, Jan. 7, or any Wednesday, 11 and 2.

GOWER, JOHN, Warehouseman, Lawrence-lane. Third. 5 5-6d. Carman, Jan. 5, or any Monday, 11 and 3.

HARRIS, SAMPSON, Engineer in H.M.'s service. First, 3s. 10d. Pearce, East Stonehouse, 10 and 4.
MICHELL, JAMES, Lead Smelter, Bristol. First, 2s. 6d. Acraman, Dec. 31, or any Wednesday, 12 and 2.
RUMENS, JOHN, Carpenter, &c., Lower Clapton. First, 2s. 9½d. Cannon, Jan. 5, or any Monday, 11 and 3.

CERTIFICATES.

TUESDAY, *Dec.* 30, 1856.

To be ALLOWED, *unless due Notice be given, and Cause be shewn to the contrary on the Day of Meeting.*

BLAKE, EDWARD, Clay-merchant, Kingkerswell. Jan. 22, at 1. Exeter.
DELORME, LOUIS, Merchant, Broad-st-bgs. Jan. 21, at 2. Basinghall-st.
EDWARDS, MORTON ANDREW, Sculptor, Dean-st, Soho. Jan. 20, at 1. Basinghall-st.
HARRISON, JAMES, Coffee and Chop-house Keeper, Stockport. Jan. 20, at 11. Liverpool.
JONES, ROBERT, Innkeeper, Hawarden. Jan. 27, at 11. Liverpool.
LEDWARD, GEORGE, Boiler-maker, Liverpool. Jan. 26, at 11. Liverpool.
WILKINS, CHARLES, and WILLIAM WILKINS, Builders, Chipping Langbourne, Jan. 20, at 1. Basinghall-st.

FRIDAY, *Jan.* 2, 1857.

APLETREE, M. A., Innkeeper, Stow-on-the-Wold, Gloucestershire. Feb. 2, at 11. Bristol.
BIGGIN, S., H. BIGGIN, and P. SMITH, Saw Manufacturers, Sheffield. Jan. 24, at 10. Sheffield.
BRETT, B., Boot and Shoe Manufacturer, 101, George-street, Ratcliff-highway, and 138, High-street, Poplar. Jan. 23, at 2. Basinghall-street.
CASTERIQUE, L., Merchant, 3, Philpot-lane. Jan. 23, at 11. Basinghall-st.
COMLEY, J., Draper, Dawley, Salop. Jan. 26, at 10.30. Birmingham.
CROOK, E. G., Chorley, Lancashire. Jan. 27, at 12. Manchester.
HOWGATE, H., and G. HOWGATE, Steel Converters. Jan. 24, at 10. Leeds.
HOWITT, T., Victualler, Sheffield. Jan. 24, at 10, Sheffield.
MERTENS, H., and J. SUTCLIFFE, Dyers, Apperley-bridge, Yorkshire. Jan. 23, at 11. Leeds.
POOLE, C., Livery-stable-keeper, Waterloo-street, Brighton. Jan. 24, at 12.30. Basinghall-street.
STANLEY, G. H., Builder, 4, Cannon-street-road, St. George's-in-the-East. Jan. 27, at 12.30. Basinghall-street.
TURNER, W., Builder, &c., 22, Finsbury-st. Jan. 23, at 12.30. Basinghall-st.
WHITAKER, J., Cotton Manufacturer, Bridge Earl, Newchurch, Rossendale, Lancashire. Jan. 26, at 12. Manchester.
WHITE, W. J., Baker, 135, Vauxhall Walk. Jan. 23, at 11.30. Basinghall-st.
WITEMAN, N. W., Ship-Chandler, 103, Minories. Jan. 23, at 11. Basinghall-st.

TUESDAY, *Dec.* 30, 1856t

To be DELIVERED *unless* APPEAL *be duly entered.*

FLYNN, RICHARD, Grocer, Liverpool. 2nd Class, Dec. 24. Suspended for 6 months from Dec. 22.
SEWELL, JAMES, Timber-merchant, Brackley, and Twyford-st, Caledonian-rd. 2nd Class, Nov. 11.

FRIDAY, *Jan.* 2, 1857.

To be DELIVERED, *unless* APPEAL *be duly entered.*

PROUT, JOHN, Silk-manufacturer, Sutton, near Macclesfield. 3rd Class. Dec. 22. Suspended for 6 months from June 20.

BANKRUPTCIES ANNULLED.

TUESDAY, *Dec.* 30. 1856.

CRAVEN, THOMAS, Builder, Birmingham.
KAYE, MARIA, Hosier, Tottenham-court-road.

Insolvents.

Petitions to be heard at the COUNTY COURTS.

TUESDAY, *Dec.* 30, 1856.

BARRY, JOHN, jun., Ship-broker, 9, Grey-terrace, Bishopswearmouth, Jan. 21, at 10. Sunderland.
BARTON, MARIA, married woman, Adelaide St. Hill Fields, Coventry, Jan. 19, at 12. Coventry.
BOUCHER, JOHN, Writing Clerk, 33, Belbarn-road, Birmingham, Jan. 16, at 10. Birmingham.
DRAPER, JOSEPH, Butcher, Partings of the Heath, Foleshill, Jan. 19, at 12. Coventry.
DUGMORE, THOMAS, Market Gardener, Moore End, Erdington, Jan. 16, at 10. Birmingham.
FISHER, AGNES, Innkeeper, Keswick, Cumberland, Jan. 29, at 10. Keswick.
FISHER, JOHN, Cabinet-maker, Annetwell-st., Carlisle, Jan. 15, at 10. Carlisle.
GREENSILL, CHARLES, Attorney, Aston-road-juxta-Birmingham, Jan. 16, at 10. Birmingham.
GRIFFITHS, WILLIAM, Commission Agent, 62, Nelson-st. South Birmingham, Jan. 6, at 10. Birmingham.
MARSH, EDWARD, Journeyman Gun-barrel maker, Woodcock-st., Birmingham, Jan. 16, at 10. Birmingham.
NORBURY, JOHN, Grocer, Ipstones, Staffordshire, Jan. 22, at 10. Cheadle
OSBORNE, WILLIAM, Brass Dresser, 142, Moseley-road, Warwick, Jan. 16, at 10. Birmingham.
PALMER, WILLIAM BALLS, Auctioneer, Lowestoft, Jan. 21, at 2. Lowestoft.
PICKIN, GEORGE, Journeyman Tin-plate Worker, 253, Bradford-st, Birmingham. Jan. 16, at 10. Birmingham.
RAPPENSWITZ, ALEXANDER, Tobacconist, Lowestoft, Jan. 21, at 2. Lowestoft.
ROBINSON, MARGARET, Innkeeper, Blackfriars-st., Carlisle, Jan. 15, at 10. Carlisle.
SADLER, WILLIAM, Retail Brewer, 104, Lionel-st., Birmingham, Jan. 6, at 10. Birmingham.
SMITH, ELIZABETH, Licensed Victualler, Ruabon, Denbighshire, Jan. 26, at 11. Ruabon.
SUTTON, WILLIAM, Awl-maker. 45, Newton-row, Birmingham, Jan. 16, at 10. Birmingham.
TATTERSALL, Edmund, Retailer of Ale, 5, Rawlings-st., Birmingham, Jan. 16, at 10. Birmingham.

FRIDAY, *Jan.* 2, 1857.

ASHWELL, JOHN BALDWIN, Wheelwright, Carlton, Bedfordshire. Jan. 23, at 1. Bedford.
BAKER, JOHN, Beer-shop-keeper, Market-street, Stourbridge. Jan. 26, at 10. Stourbridge.
DENTITH, THOMAS, Boot and Shoe Manufacturer, Haughton, Bunbury, Cheshire. Jan. 29, at 11. Nantwich.
EVERNDEN, THOMAS, Carpenter, 9, Union-street, Maidstone. Jan. 19, at 11. Maidstone.
FAULKNER, LOT, Machinist, Cheadle, Cheshire. Jan. 9, at 12. Stockport.
GRIMWADE JOHN, Veterinary Surgeon, Ipswich. Jan. 15, at 10, Ipswich.
HARRELL, SAMUEL, Tailor, Stoke Prior, Worcestershire. Jan. 19, at 11, Bromsgrove.
LEEK, RICHARD, Journeyman Butcher, King-st., Southwell, Notts. Jan. 17, at 9, Newark.
MORLING, NATHANIEL, News Agent, 11, North-st., Quadrant, Brighton. Jan. 10, at 10, Brighton.
READING, GEORGE, Carpenter, Wendover. Jan 29, at 1, Aylesbury.
SLEIGHT, EDWARD, Shopkeeper, Jesse-street, Manchester-road, Bradford Yorkshire. Jan. 20, at 11. Bradford.
SMITH, ALFRED, General-dealer in Fruit, &c., Throgmorton Arms, Mustard-Green, Shaddesley Corbett, Worcestershire. Jan. 21, at 10 Kidderminster.
SMITH, HENRY, Pork-Butcher, 69, King-street, Maidstone. Jan. 12, at 11. Maidstone.
STEVENS, EDWARD THOMAS, Furniture-broker, 4, Cheapside, Ipswich. Jan. 15, at 10. Ipswich.
SWINDALL, THOMAS, Labourer, Ashton-street, Toll-end, Stafford. Jan. 16, at 10. Dudley.
TOMLINSON, FRYNCIS LOWE, Baker, Giles Hill, Stourbridge.. Jan 26. at 10, Stourbridge.
TURNER, ROBERT HENRY, Hair Cutter, 47, Savile-street, Kingston-upon-Hull. Jan. 16, at 10. Kingston-upon-Hull.
WATERHOUSE, WILLIAM, Licensed Victualler, Barrel Tavern, Edgar-street, Kingston-upon-Hull. Jan. 16, at 10, Kingston-upon-Hull.
WEBB, JOSEPH, Beer-shop-keeper, Burton-road, Derby. Jan. 14, at 12. Derby.
WELLUM, SAMUEL, Carpenter, Little St. Mary, Long Melford, Suffolk. Jan. 20, at 12. Sudbury.
WILLIAMSON, JAMES REA, Shipwright, &c., Dockyard, Portsea, Jan. 21, at 11. Portsmouth.
WOODWARD, ENOCH, blacksmith, Newport, Gloucester. Jan. 26, at 11. Dursley.
WYER, SAMUEL, Journeyman Plumber, Cradley, Worcestershire. Jan. 26, at 10. Stourbridge.

Assignments for Benefit of Creditors.

TUESDAY, *Dec.* 30, 1856.

ATKINSON, THOMAS, Innkeeper, Caldewgate, Carlisle, Dec. 15. *Trustee*, W. Sibson, Spirit-merchant, Carlisle; *Sol.*, Donald, Carlisle.
CHECKLEY, JOHN, Warehouseman, 9, Huggin-lane, Wood-street, Dec. 3. *Trustees*, J. E. Ford, 15 Addle-street, and J. Savage, 40 Noble-street; *Sol*, De Jersey, 2 St. Ann's-lane, Aldersgate.
CHEVERTON & MOOREY, Builders, Newport, Isle of Wight, Dec. 23, *Trustees*, W. Mortimer, jun., Timber-merchant, and H. Wood, Builder, Newport; *Sol.*, Griffiths, Newport.

FRIDAY, *Jan.* 2, 1857.

ASHWORTH, Dr., J. ENTWISLE, and others, Manufacturers, Melbourne Mills, Accrington, Lancashire, Dec. 31. *Trustees*, J. Peet, Banker, Manchester, and W. B. Westall, Commission Agent, Blackburn. *Sols.* Chapman and Roberts, 22, Fountain-st., Manchester.
BLOMFIELD, ISAAC SAMUEL, Watchmaker, Lowestoft. Dec 10. *Trustees*, B. Abrahams, 1, Bethel-st., Norwich, and J. Price, Lower Close, Norwich. *Sol.* Chater, Lowestoft.
HILL, JAMES BEECH, Glass Dealer, 254, Blackfriars-road. Dec. 31. *Trustees*, T. Clapp, 89, Redcross-st, Southwark, and C. Pindar, 19, Johnst., Holland-st. *Sol.* Kempster, Kennington-lane.

Scotch Sequestrations.

BARR, MATTHEW, Linen-draper, Paisley, Jan. 6, at 1, Rose and Thistle Hotel, Paisley.
DREW, ALEXANDER, Contractor, White-inch, Glasgow, Jan. 5, at 12, Faculty Hall, Glasgow.
MANSON, ALEXANDER, Druggist, Golspie, Sutherland, Jan. 6, at 12, Hill's Inn, Golspie.
PETRIE, ALEXANDER, Innkeeper, Blairgowrie, Jan. 7, at 12, Queen's Hotel, Blairgowrie.
REID, PETER, Cattle-dealer, Greenyards, Bannockburn, Stirling, Jan. 3, at 12, Hendry's Star Hotel, Stirling.
ROSS, ROBERT SUTHERLAND, Merchant, Ingram-street, Glasgow, Jan. 3, at 12, Exchange Rooms, Glasgow.
ROY, ANDREW, Carrier, Partick, Lanarkshire, Jan. 5, at 12, Whyte's Temperance Hotel, Glasgow.

FRIDAY, *Jan.* 2, 1857.

COCKBURN, ARCHIBALD William, M. D., Apothecary, Kensington, London, and South Charlotte-street, Edinburgh, Jan. 6, at 12. 18 George-street, Edinburgh.
GALLAHER, WILLIAM CALDER, Oil Merchant, Paisley-road, and Springfield-lane, Glasgow, Jan. 6, at 12, Globe Hotel, George-square, Glasgow.

Partnerships Dissolved.

TUESDAY, *Dec.* 30, 1856.

ANDREWS. E. T., & W. H. BOWERS, Glass, &c., Merchants. Manchester. Debts paid by W. H. Bowers, Dec. 20.
APLIN, J. & R., Millers, Corfe Castle. Dec. 27.
BALDWIN, J., & C. BINNS, Clothiers, Horsforth. Dec. 23.
BRADBURY, A., COOK, G., J. THOMAS, Wool-brokers, 17, Basinghall-

street; as regards A. Bradbury, from Dec. 31. Debts paid by G. Cook and J. Thomas, Dec. 26.

BURNETT, W., H. BUCKLES, J. A. GORDON, S. A. HANKEY, D. OGILVY, G. RICH, H. P. WOODHEAD, & C. JACKSON, Proprietors of Sir W. Burnett's Patents; as to all except Sir W. Burnett and C. Jackson, from Jan. 1, 1857. Dec. 22.

FOWLER, J., jun., and S. L. HOWARD, Draining Contractors, Hainhault Forest, Essex. Nov. 1.

FRUHLING, F. C., W. H. GOSCHEN, & C. W. H. WALLROTH, Merchants, Austin Friars, as regards F. C. Fruhling, Nov. 30th.

HENDERSON, H., and J. ARUNDEL, Silk Manufacturers, 1, Gutter-lane. Debts paid by H. Henderson, Dec. 26.

LOS, P. R., & T. GRAY, Merchants, Agents, and Ship-brokers, Sunderland, under firm of P. R. Los & Co.,. Dec. 26.

M'CALMONT, R. & H., W. J. NEWALL, C. & F. SAUNDERS, & C. J. POIGNDESTRE, Merchants, under firm of M'Calmont & Co., at Pernambuco—The same, except Poignd estre, under firm of M'Calmont Brothers & Co., at Liverpool. June 30—M'Calmont, Geaves, & Co., Mexico and Vera Cruz. June 30.

MORRIS, J., & J. ROBERTS, Drapers, Cardiff. Dec. 27th.

ORSI, J., & A. N. ARMANI, Metallic Lava Manufacturers, Mill-wall, Poplar, Shot Tower Wharf, Lambeth, & Guildhall Chambers, as from 1st August—Style of Orsi & Armani continued—Debts paid by A. N. Armani. Aug. 26th.

SHEPHERD, A., E., & W., Lozenge Manufacturer, 12, Crane-court, Fleet-street, as regards A. Shepherd, Nov. 29th.

TURMEAU, C., & T. W., Tobacconist, Liverpool, Debts paid by C. Turmeau. Dec. 27

WESTON, J., & J. H. ROBINS, Silk merchants & Warehousemen, 9, Noble-street, Wood-street, firm of Weston & Co. Debts received and paid by J. Weston. Dec. 27.

WHILES, A., C. HUGHES, S. AULTON, Smallware-dealers, 2, Smithy-row, Nottingham, from Dec. 31; as regards A. Whiles- Dec. 26.

WILLIAMSON, J., F., & W. B., Worsted-spinners, Bradford and Keighley, as regards W. B. Williamson—Dec. 27th, 1856.

WINCHESTER, C., and J. BREWER, Ships' Ironmongers, 40, 41, and 42, Upper East Smithfield. Dec. 24.

FRIDAY, *Jan.* 2, 1857.

ACKERLEY, R. Y., & A. C. HUGHES, Surgeons, Liverpool. Dec. 31.

BANNING, J., & T. BANNING, Wine Merchants, Great Tower-street. Debts paid & received by T. Banning. Dec. 31

BASTOW, S., & P. BASTOW, Ironfounders, West Hartlepool, Durham. Debts paid & received by S. Bastow. Dec. 29.

BENTHAM, J. & H. FENWICK, Brewers, Durham. Debts received & paid by J. Bentham. Dec. 31.

BRADSHAW, W. H., & G. T. PARDIE, Coal-merchants, Union Wharf, Milwall. Sept. 29.

BRAY, E., J. BRAY, J. WADDINGTON, and T. WADDINGTON, Engineers, New Dock Works, Leeds, as regards E. Bray. Debts received and paid by three remaining partners, Dec. 29.

BURBIDGE, W., J. MUTTON, W. S. SKILLETT, Warehousemen, Bridge-st., Southwark, as regards W. S. Skillett. Debts received and paid by W. Burbidge and J. Mutton. Dec. 31.

BURFORD, J., J. THOMPSON, W. HADLEY, & J. HADLEY, Iron-masters, Bradley, Stafford, as regards W. Hadley. Dec. 30.

COCKELL, E., jun, & F. E. COCKELL, Surgeons, Forest-row, Dalston Dec. 31.

COOPER, J. K., & H. COOPER, Surveyors, of Maidenhead. Dec. 31.

COX, G. L., G. F. COX, & N. COX, Iron Merchants, Liverpool. Dec. 31.

DALE, E., & A. GLOVER, Cabinet Makers, Macclesfield. Debts received and paid by E. Dale. Dec. 27.

DAWES, R., & C. EDWARDS, Drapers, Southampton-row, Bloomsbury. Debts paid and received C. Edwards. Jan. 1.

DAY, E., sen., & E. DAY, jun., Coal Merchants, at Hackney, and elsewhere. Jan. 1.

DECOSTERD, L., & A. DECOSTERD, trading under firm of Gex & Decosterd, Brothers, at London, Rio de Janeiro and Bahia: business to be carried on by L. and A. Decosterd, at Bahia, under the same firm. Paris, Dec. 4.

DIMMOCK, J., T. DIMMOCK, & T. KEELING, Timber Merchants, Stoke-upon-Trent, under firm of J. & T. Dimmock & Co.; the business carried on by J. Dimmock & Thomas Keeling. Debts paid and received by T. Dimmock. Dec. 31.

DRUCE, W., P. KRUSE, & T. L. BULL, Coal-merchants, Swan-wharf, Chelsea. Dec. 24.

DUARTE, T. J., E. POTTER, & R. T. DUARTE, General and Commission Merchants. Dec. 31.

ELKINGTON, F., & W. C. ORFORD, Surgeons, Mount-st., Birmingham, Dec. 31.

ELMENHORST, T. H., F. D. WARNHOLTZ, and C. DONNER, Merchants, Dec. 27.

EVELING, W., & T. TARSEY, Drapers, carrying on business at No. 20, Richard-st., Woolwich. Debts received and paid by W. Eveling. Aug. 1.

GODFREY, G., and W. CALDER, Plumbers, Great Portland-st., Marylebone. Dec. 29.

HOLLIDAY, W., J. LEWIS, & T. BEDFORD, Linen-drapers, Birmingham, as from 1st February last, as regards T. Bedford. Dec. 24.

HOWARD, R., J. E. HOWARD, A. KENT, S. L. R. HOWARD, and W. D. HOWARD, Manufacturing Chemists, Stratford Essex, under firm of Howards & Kent, as regards A. Kent. Jan 1.

HUDSON, HENRY, J. GATES & H. POSTLETHWAITE, Bottle Manufacturers, South Shields, under style of Tyne Bottle Co., Dec. 15. *Trustees*, J. J. Kayll, Sunderland, and M. Stainton, South Shields. *Sol.* Kidson, John-street Bishop Wearmouth.

JONES, E. A. & H. M. JONES, Merchants, Fishmongers' Hall-Wharf, Upper Thames-street, from 30th day of June, 1849. Dec. 26.

LINKLATER, T., & T. J. GREEN, Wapping. Dec. 23.

MARSHALL, B., & J. HOWDEN, Millers, North Collingham, Nottingham. Dec. 26.

MELLOR, J., jun., & T. JEPSON, Timber-merchants, Manchester. Debts received and paid by J. Mellor, jun. Dec. 24.

MORGAN, T., jun., & F. RIDGE, Wine-merchants, Savage-gardens, Dec. 31

MOUNTCASTLE, E., & W. J. RUSBY, Hatters, Cannon-street-west, under firm of J. Jenkinson & Co. Dec. 31.

NAISH, W., B. & J., J. ROCKE, Attorneys-at-law, Glastonbury; on Nov. 30, 1856.

NASMYTH, J, & H. GARNETT, Engineers, Patricoft, Eccles, Lancashire. Debts paid and received by H. Garnett, Dec. 31.

NEWNHAM, W., & S. G. SLOMAN, Surgeons, Farnham, Surrey. Dec, 31, 1856.

NORTHCOTE, C., A. K. ITTER, & C. J. NORTHCOTE, Ship Brokers, Waterlane, London. Dec. 31.

PEYTON, R., R. PEYTON, jun., C. ILLES, Makers of Imitation Marbles, Birmingham, under firm of C. Illes & C. Dec. 4.

PHILPOT, E., & D. ROBERTS, Grocers, Newnham, Gloucester. Debts paid and received by D. Roberts. Dec. 31.

PILKINGTON, J., H. T. WILSON, & J. CHAMBERS, Merchants, Liverpool, under firm of Pilkington & Wilson, as concerns J. Pilkington. Dec. 31.

PRIDMORE, R., W. H. PRIDMORE, & J. PRIDMORE, Corn-dealers, Newton, Warwick, & elsewhere, under firm of R. Pridmore & Sons. Dec. 20.

PULFORD, R., H. D. PULFORD, & A. PULFORD, Tailors, St. James's-street, Westminster, as regards R. Pulford; debts paid and received by H. D. Pulford, & A. Pulford. Dec. 31.

PURCHAS, T. W., & W. H. PURCHAS, Wine & Spirit Merchants, Ross, Hereford. Dec. 27.

RAE, T. F., W. M. RAE, & F. C. PRIEGER, Merchants, Cooper-st., Manchester. Debts received and paid by T. F. Rae & F. C. Prieger. Dec. 31.

RALLI, P. C., J. C. RALLI, and N. C. RALLI, in London, under the firm of C. Ralli, Sons; and at Marseilles under the same firm of Les Fils de C. Ralli; and at Odessa under firm of J. C. Ralli. Dec. 31.

RIPLEY, F. R., E. BROWN, R. R. FENNING, and R. O. BUCKLEY, India Brokers, Great Tower-st., under firm of Ripley, Brown, & Co. Dec. 31.

ROSS, H. W., and G. ROSS, Merchants, Liverpool. Debts paid and received by G. Ross. Dec. 27.

SCANNELL, D., and J. HAIG, Surgeons, Chapel-street, Grosvenor-place. Debts received and paid by D. Scannell. Jan. 1.

SCHENK, G., and C. M. MANUELLE, Ship-agents Vine-street, Minories. Debts received and paid by G. Schenk. Jan. 1.

SCHENK, G., and R. SCHENK, Ship and Insurance-agents, under firm of Hofman and Schenk, Vine-street Minories. Debts received and paid by G. Schenk. Oct. 31.

SCHMIDT, F. F., J. C. W. RUPERTI, E. M. H. T. SCHMIDT, L. Knoop, and T. MERCK, Merchants, Manchester, under firm of H. J. Merck and Co. from December 31, as regards F. T. Schmidt and H. T. Schmidt. Dec. 1

POPE, WILLIAM, Grocer, Berkeley, Gloucester, Dec. 16. *Trustees*, J. Cole, Merchant, and J. S. Budgett, Grocer, Bristol, *Sols.* Stanley and Wasbrough, Bristol.

ROBERTS, WILLIAM, Victualler, Champion, Goswell-road and Angel Islington, Dec. 24. *Trustees*, W. Graham, 114, St. John-street, and E. Boyle, Tufnell-Park-terrace, Holloway, *Sols.* Dimmock, 2 Suffolk-lane.

SHELL, R., C. J. Corbally, R. H. Shell, and J. Shell, Merchants, Liverpool, Debts paid and received by R. H. Shell and J. Shell. Dec. 31.

TIMOTHY, A. F., and D. E. TIMOTHY, Wharfingers, Mesnard's Wharf, Shad Thames, Horsleydown. Jan. 11.

WEBSTER, D., & H. Andrews, Cloth Merchants, Leeds. Debts received and paid by H. Andrews. Dec. 31.

WILLIAMS, O., and T. ROBERTS, Sulphur and Saltpetre Manufacturers, Liverpool, on 1st day of November. Dec. 29.

WILSON, J. H., & HENRY BELL, Plumbers, Wisbech, Saint Peters, Isle of Ely. Debts received and paid by J. H. Wilson. Dec. 30.

WALKER, J., R. HOLDSWORTH, and R. EASTWOOD, Cotton-spinners, Salford Mill, Burnley, Lancaster, and at Newtown Mill, Habergham Eaves, under the respective firms of J. Walker and Co., and R. Holdsworth and Co., as regards J. Walker. Debts received and paid by R. Holdsworth and R. Eastwood. Dec. 22.

WARREN, T. B., A. W. WARREN, and J. K. WARREN, Wholesale Druggists, Redcliff-street, Bristol, as regards T. B. Warren, debts received and paid by W. Warren and J. K. Warren. Dec. 31.

YOUNG, A., & G. A. NODES, Furnishing Undertakers, Leonard-street, Shoreditch. 1st January, 1857.

Creditors under Estates in Chancery.

TUESDAY, *Dec.* 30, 1856.

DESTER, WILLIAM, Willoughby, Warwickshire, died Feb. 1856. Creditors to come in on or before Feb. 4, at 12 Old-square, Linc.-inn.

GREATHEAD, ELIZABETH, Darlington, died Sept. 1855. Creditors and incumbrancers to come in on or before Jan. 31, at Rolls Chambers.

HOLMES, SARAH, Farmer, Stanton, Staffordsh., died Oct. 1855. Creditors to come in on or before Jan. 29, at 12 Old-square, Linc.-inn.

HARE, HON. HENRY, Tenby, Pembroksh., died April, 1848. Creditors to come in on or before Jan. 31, at Rolls Chambers.

HODGES, SAMUEL, Victualler, Angel-place, Islington, died March, 1856. Creditors and claimants to come in on or before Jan. 22, at Rolls Chambers.

MEACOCK, ELIZABETH, Southport, Lancaster, died Dec. 1854. Creditors and incumbrancers to come in on or before Jan. 31, at 12 Old-square, Linc.-inn.

PARKER, JOHN, Wombourn, Staffordsh., died Sept. 8, 1856. Creditors to come in on or before Jan. 15, at Sir G. Rose's Chambers, Southampton-buildings.

PRICE, JOHN, Charton-upon-Oltmoor, Oxford, died Sept. 1852. Incumbrancers to come in on or before Jan. 17, at 11 New-square, Linc.-inn.

SHARMAN, ALEXANDER, Solicitor, Bedford, died Jan. 1853. Creditors to come in on or before Jan. 30, at 3 Stone-buildings, Linc.-inn.

Winding-up of Joint Stock Companies.

TUESDAY, *Dec.* 30, 1856.

DEPOSIT AND GENERAL LIFE ASSURANCE COMPANY.—Proof of debts at Master of Rolls' Chambers, on Feb. 3rd, 1857, at 12.—Particulars of claims to be sent to Messrs. Galsworthy, 12, Old Jewry Chambers. ——W. Turquand appointed Official Manager, Dec. 17. 1856.

LAKE BATHURST AUSTRALASIAN GOLD MINING COMPANY, &c.—Appointment of Official Manager, at V. C. Wood's Chambers, Jan. 9, 1857, at 11·30.

LANCASHIRE DEBT GUARANTEE COMPANY.—Proof of Debts at V. C. Stuart's Chambers, on Jan. 14th, 1857. at 12.—Particulars of claims to be sent to Messrs. Galsworthy, 12, Old Jewry Chambers.——W. Turquand appointed Official Manager, Dec. 22nd, 1856.

FRIDAY, *Jan.* 2, 1857.

NORTH TAMAR MINE CO.—Appointment of Off. Man. at V. C. Kindersley's Chambers, Jan. 12, at 11.

LAKE BATHURST AUSTRALASIAN GOLD MINING CO.—Appointment of Off. Man. at V. C. Page Wood's Chambers, on Jan. 9, at 11.30.

NOTICES TO CORRESPONDENTS.

To SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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ERRATUM.—*In list of shareholders, for* Farrow, Wm. Loxam, *read* Farrer, Wm. Loxham.

THE SOLICITORS' JOURNAL.

LONDON, JANUARY 10, 1857.

THE costly litigation in the matter of the Royal British Bank has as yet done no service to any of the parties concerned. The shareholders have got no relief, and the depositors are in much the same position as at first, with the exception that some months have been lost and some thousands of pounds have been expended, which would otherwise have gone to swell their dividend. But the ruin and the waste that we have already seen are nothing to that which may be shortly expected. It is competent for every one of the six thousand creditors to take proceedings against each of the two hundred and eighty unhappy shareholders. Who can estimate the devastation which may ensue, or the frightful addition which the costs of innumerable actions may make to liabilities already sufficiently heavy? If creditors would but abstain from pressing their claims against individual shareholders, there can be little doubt that the call to be immediately made by the official manager would, together with the remaining assets of the Bank, suffice for the payment of twenty shillings in the pound. It is not impossible, on the other hand, that the threatened rush of executions may have the effect of putting every shareholder to flight, and defeating the measures of the official manager, by which their demands might otherwise be met in full. Every depositor, however, is at perfect liberty to attack any shareholder he pleases, with the full assurance that neither law nor equity will interpose to stay his hand. "The law allows it and the court awards it," and no Portia has found out a plea to baffle those who stand for law and insist upon their bond. The application for the appointment of a Receiver under the Companies Bankruptcy Act was the last remaining chance for the shareholders, and that has failed. No one can question the justice of throwing the loss occasioned by the frauds of directors upon the members of the company, who, with their eyes open, undertook the risk, rather than upon depositors who paid in their money on the faith of the unlimited liability of every shareholder. But it is a scandal to the administration of justice, that no better means have been provided for securing payment of the debts of an insolvent company than the ruinous scramble, which is likely enough, if it continues, to exhaust or scatter every farthing of available assets, without satisfying half of the claims which the bank has to meet.

It had been hoped that whatever might be the results of the litigation to the parties concerned, we should at least have obtained a satisfactory interpretation of the statutes as a guide in future proceedings. But the elaborate judgments that have been delivered have done little to clear up the law, and nothing whatever to correct the evils which have resulted from the mode of its administration. The solitary point decided is that the Winding-up Act has not totally repealed the earlier statute, though it still remains doubtful whether the clauses which relate to the appointment of a Receiver are to be considered as supplanted by the larger provisions of the subsequent act. The difficulty which the legislature has created by neither prohibiting nor regulating concurrent proceedings in Chancery and Bankruptcy still remains, and throughout the contest the Courts have made no effort to unite in the same hands the powers derived from rival jurisdictions, which cannot be effectually exercised by different and hostile officials.

Judicial interpretation having failed to harmonise the conflicting statutes which Parliament has enacted, as if on purpose to perplex lawyers and confound the public, there is but one remedy by which a recurrence of the same mischiefs can be avoided. Legislative power alone can correct the evil which it has produced, and not a day should be lost in providing a carefully revised act, for the winding-up of bankrupt companies, to take the place of the mass of contradictions which now deforms the Statute-book. The law officers of the Crown cannot shut their eyes to this duty, after the intimations of its necessity which have fallen from the bench. The language of L. J. KNIGHT BRUCE is but the authoritative expression of what every man of common sense feels upon the subject. "It is to be hoped," said that learned judge, "that the legislature will take steps to prevent the recurrence of conflicts and complications such as the proceedings before us exhibit and portend—miserable conflicts, distressing complications, which it has itself created—conflicts and complications which must embitter the anxiety and add weight to the oppression of sufferers under nefariously conducted schemes, such as the thing ironically called the 'Royal British Bank;' conflicts and complications which, to a civilized people, are nationally discreditable, and, in a governed country, ought not to be possible."

It cannot be supposed that such suggestions from such a quarter will fall on deaf ears, even if the share which the Lord CHANCELLOR has taken in the matter were not enough to ensure the introduction of a bill so urgently required. It will need vastly more care and knowledge than went to the concoction of the existing law, to settle the details of a measure which shall do justice alike to creditors and members of a defaulting company. But we do not think that there will be much difficulty in laying down the general principle on which it should proceed. The object to be kept in view is simply to preserve, and if possible, to increase the security which creditors at present enjoy, and to save the shareholders from the needless aggravation of their loss to which they are now exposed. The creditor's security is the aggregate property of the whole body of shareholders, and if that can be made available without the clumsy device of a general scramble, creditors will suffer nothing by being deprived of their right of indiscriminate execution. We believe that not only may this be done, but that a regular administration of the assets of the company and the contributions of its members might be made more productive than the harsher proceedings which the law now allows. To do this, all that is necessary is to combine the principle of the Bankruptcy Act (7 & 8 Vic. cap. 111), with an improved form of the machinery of the Winding-up Act.

There are only two substantial differences, in principle, between the two systems. The Bankruptcy Act gave the conduct of the winding-up to the representative of the creditors, and, at the same time, was intended to stay their individual actions, on the appointment of a receiver, who was a sort of embryo official manager, except in cases where the leave of the court had been first obtained. The Winding-up Acts, on the contrary, can only be set in motion by shareholders,

and worked by their nominee. Nor are they allowed to interfere with the right of creditors to proceed to execution against individual members. In both respects the former act is preferable to the latter, whether regarded in the interests of the debtors or of the creditors. It is clear that the property of the debtors will not go as far in satisfaction of the liabilities, under the present wasteful system, as it would do if it were rateably and systematically distributed; and if powers were given to the court to seize the property or person of any member who was about to abscond, and to avoid all fraudulent assignments, the position of the creditors, as a body, would be far better than it is at present. The act of the 7th and 8th Victoria failed in practice because it required the joint action of two independent courts, and provided no adequate means for working out its own principles. All that portion of it which was intended to effect what is now done under the Winding-up Acts, has remained, for this reason, a dead letter. The principle on which it proceeded has never, in fact, been tried, and we believe that the easiest way of remedying the confusion which now disgraces the law will be by recurring to the original idea of the 7th and 8th Victoria, and carrying it out by means of the single jurisdiction of the Court of Chancery, armed with adequate powers for the enforcement of calls, and for the prevention of any attempt on the part of a shareholder to escape contribution, or to withdraw his property from the reach of the court.

THE case of KINGSFORD *versus* MERRY—now agitating the commercial world—is somewhat complicated in its facts; but the important question which arises under them is intelligible enough, and we will endeavour to state shortly so much of the circumstances as appears material to explain that question. Messrs. KINGSFORD & SWINFORD, the plaintiffs, are manufacturing chemists, and they usually sell their manufactures through a broker, retaining possession till payment, but delivering invoices to the purchaser on receiving advice of any transaction. It appears that in the year 1853 certain casks of acid made by them were sold in this way; and were sold over by the purchaser to one ELLIS, who received in due course a "delivery order" on the plaintiffs. ELLIS, in his turn, sold over to LEASK, a broker who was induced to buy through the knavery of one ANDERSON, who falsely and fraudulently represented to LEASK that he had authority to procure such purchase to be made on behalf of another party. ELLIS handed the "delivery order," which had been given to him, to LEASK; and LEASK, after indorsing it specially deliverable to himself, handed it to ANDERSON that he might inspect the acid at the plaintiffs' warehouse. Armed with this "delivery order," however, ANDERSON induced the plaintiffs to send the casks of acid to a wharfinger, to his (ANDERSON'S) order; and he persuaded them so to act by falsely and fraudulently representing that the acid had in reality been bought by LEASK from ELLIS for him (ANDERSON). While the casks remained at the wharf, ANDERSON transferred the delivery warrant given by the plaintiffs to the defendant, Mr. MERRY, as part security for a *bonâ fide* loan; the acid was subsequently sold over by the defendant; and ANDERSON, who of course had never paid for it, became a bankrupt, and was finally transported for forgery. Upon discovering that the acid had been disposed of by the defendant, the plaintiffs commenced the present action in trover against him; on the ground that, under the circumstances, ANDERSON could give no title. The judge who tried the cause at the Guildhall sittings after Michaelmas Term, 1855, directed a verdict for the defendant, but gave the plaintiffs leave to move the Court of Exchequer to enter the verdict for themselves instead. This application was refused; but the decision of the Court being appealed against under the Common Law Procedure Act, 1854, was reversed by the Exchequer Chamber; by which Court the verdict was directed to be entered for the plaintiffs on the leave reserved, to the great indignation of Mr. MERRY and a host of sympathisers.

It was urged for the plaintiffs, in the Exchequer Chamber, that, under the circumstances of the case, the relation of vendor and vendee had never existed between the plaintiffs and ANDERSON; and it was insisted that where a party, *not a vendee*, obtains possession of property by fraud, and sells or pledges it to a *bonâ fide* purchaser or pledgee, he cannot thereby convey a title. It was urged, on the other hand, for the defendant, that the plaintiffs had been guilty of "laches" in arming ANDERSON with the *indicia* of property—that is to say, with the delivery warrant; and that they were therefore estopped from disputing the title of his innocent vendee; for that where one of two innocent persons must suffer, it should be he by whom the mischief was occasioned. The judgment of the Court, in favour of the plaintiffs, delivered by Mr. Justice WIGHTMAN, dwelt much on the circumstances of the case, as showing, in their opinion, that no privity of contract existed between the plaintiffs and ANDERSON. "It is stated," said the Court, "in the evidence set out in the case, that the plaintiffs gave the delivery order to ANDERSON, and dealt with him as the assignee, not as purchasing goods from them, but as having purchased them from (query 'through') LEASK, as falsely represented by him. There was no privity of contract between the plaintiffs and ANDERSON; and it was only as representing himself as claiming under LEASK that they gave him, by the delivery order, the means of possessing the goods. Such a delivery, under the circumstances of this case, would no more pass the property in the goods than a delivery to an agent or servant of LEASK would pass the property to such agent or servant."

The decision in this case—supposing it to remain unreversed in the House of Lords—appears, in the first place, to confirm the general proposition, that, where a party, *not a vendee*, obtains possession of any property by fraud, and sells or pledges it to a *bonâ fide* purchaser or pledgee, he cannot thereby convey a title to such property; and, in the next place, to establish that such geueral rule is not subject to *exception* in a case where such fraudulent possession being obtained through the medium of a "delivery order," the possessor attempts to convey such title by an indorsement and delivery of such order to an innocent buyer or pledgee of the property.

It is to be observed that the first of the above propositions is in harmony with the general rule of law, that (unless in the case of goods sold in market overt) it is only from the *owner* of goods that any property in them can be derived—a rule, the application of which, in many cases, is common learning. It is, moreover, by no means inconsistent with a doctrine which has been recently discussed and established in the Court of Common Pleas (and on which, indeed, the decision of the Court of Exchequer in the present case proceeded), that if MERCATOR *sells* goods to DOLOSUS, and afterwards discovers the contract to have been obtained by fraud, he may disaffirm the transaction—provided, in the meantime, the property in the goods has not been transferred by DOLOSUS to INNOCENS, for valuable consideration; but that if such transfer *has* taken place, then the title of such transferree prevails. For, according to the view taken in the Exchequer Chamber, this state of things did not arise for consideration, inasmuch as that Court held that the plaintiffs had never sold to ANDERSON.

The whole, or at least the chief point, of the matter in the eyes of mercantile men, lies in the second of the above propositions; for without, perhaps, much caring to understand the general law, their ideas of the rights and liabilities attaching to "dock warrants,"

"wharfingers' receipts," "delivery orders," and similar documents, have been, it would seem, long settled, and to these ideas the decision of the Court of Error has given a rude shock. The truth appears to be that these documents being—unlike bills of exchange and bills of lading—of modern invention only, are at present to be legally dealt with, not by any custom of merchants, but by the ordinary rules of the common law, unless where (as in the case of such documents being "entrusted" to agents, &c.) they are governed by special Acts of Parliament. And, according to these rules, a "delivery order" appears to be only a species of *title-deed* to the goods to which it has reference; and not of itself to be able to change either the possession in, or the property of, such goods. If, then, the propositions we have above deduced from this case, or either of them, are inconsistent with mercantile security, or with the facility which ought to be afforded to commercial transactions, an Act of Parliament would seem to be the proper remedy.

For ourselves we cannot feel any surprise at the consternation which the mercantile world has exhibited; for though, as we have shown, it is a difference as to the *facts* not the *law* of the case which appears to have led the Court of Error to reverse the decision of the Court of Exchequer, yet this reversal, or rather the reason given for it, is sufficient to upset the ordinary course of dealing in these matters. Among merchants the grievance is felt to be intolerable, that one who would lend his money upon, or buy goods through, the medium of one of these documents, should be obliged—and that only in the exercise of an ordinary prudence—first, to trace the different steps through which it may have travelled before coming to his hands. Such an obligation, it is believed, would cripple his resources; would produce, in many cases, fatal delay; and would, in all cases, leave behind the sting of insecurity. Hitherto the merchant has treated these documents simply as bank notes, or as securities freely convertible into money (and that with complete security), by endorsement and delivery; and if he has done so without the authority of the law, why?—so much the worse that law is than he thought it, and the sooner it is set right the better. Such, it is alleged, is the feeling of a large majority of the most influential trading houses; and, if it should prove to be so, such feeling ought to be respected. In the meantime, we shall watch with interest the proceedings of the meeting of merchants, to be held on the 19th current, for the full discussion of the question.

Summary of Legal News.

AT the Court of Bankruptcy, on Thursday, a meeting was held for the proof of debts in the case of the Royal British Bank, and the case of the new shareholders, who claim to prove for the amount paid upon their shares, was brought forward, and after a partial hearing adjourned to Thursday next. These shareholders allege that they were induced to take shares through fraud, that money got by fraud can be recovered as money had and received, and in case of bankruptcy proof should be admitted for the amount. Further, if the fraud should be established, the new shareholders will claim to repudiate their shares, and dispute their liability to pay calls. It was also pointed out that, by 7 & 8 Vict., c. 113, additional capital could not be raised unless the previous capital had been paid up, and when the new charter was obtained in February, 1855, this requisition had not been complied with, and therefore the question arose whether the new shareholders had ever been legally shareholders at all.

It was proposed to prove that the directors had published false statements of the affairs and position of the bank with the intent to induce people to take shares, and that shares had been taken in consequence of these false statements. The bank had divided 6 per cent., but that dividend had been paid out of capital. A reserve fund had been mentioned, which fund, it would be proved, did not exist. The debts of the chairman, manager, and some of the directors were represented as available assets, as also were the mines in Wales. But really they were not so. If it could be shown that the new shareholders had received any dividend, the amount would have to be deducted from their claims. It might be urged, on the other side, that the directors had given up the management of the bank to two or three of their body, but it was contended that that would make no difference. Reference was made to the case of *Burns v. Pennell*, in the House of Lords, where Lord BROUGHAM says, "You must show that there has been some specific fraudulent conduct on the part of the directors—some grossly fraudulent conduct which gave rise to the particular contract in question. It is not a general averment of *dolus*; it must be *dolus dans locum contractui*." Counsel for the claimants said he should show the kind of fraud referred to by Lord BROUGHAM. After some evidence had been given, the proceedings were adjourned for a week, to give time for the examination of the bank accounts.

On the 3rd instant, Mr. HUMPHERY BROWN, M.P., was adjudged bankrupt on the petition of the Royal British Bank, claiming as creditor for £40,000.

The gang of forgers now under examination at the Mansion House have gained an infamous pre-eminence for patient assiduity, fertile invention, and, for a long time, unbroken success in crime. In various ways, and with more or less dishonesty, they possessed themselves of blank forms of cheques upon different bankers, and then of specimens of the signatures of customers of the banks, which they might imitate in filling up the cheques. One of the confederates had in his possession blank cheques upon Messrs. GOSLING & Co., which, in fact, he had "accidentally found" in the pocket of Mr. TURNER, solicitor, of Red Lion-square, and the question was how to obtain Mr. TURNER'S signature to serve as a model for the skilful forger, who was to turn the "accident" to profitable account. A plan was continued by SAWARD, a member of this worthy company, who, we believe, brought to its deliberations the aid of a legal education, and his suggestion was industriously carried into effect by ATWELL, now a convicted felon and witness against his former friends. ATWELL was to call on Mr. TURNER and instruct him to take proceedings in his name against one HESP on an I. O. U. for about £30. HESP was a fictitious personage, and his address was at a place hired by ATWELL for the occasion. Mr. TURNER wrote to this address the usual application before proceeding, and the money was promptly paid. ATWELL advanced the needful sum, and his brother went, either in the name or on the behalf of the imaginary HESP, and handed it to Mr. TURNER. Soon after, ATWELL goes to Mr. TURNER'S office to learn the result of the application made to HESP. Unlike many clients who visit their solicitors on similar errands, he finds that the debt has been promptly paid; and, with equal promptitude, Mr. TURNER'S clerk pays him the amount, but, "most unfortunately," in cash and not by cheque, as the confederates had hoped. The learned and patient SAWARD was not far off. The disappointment is announced to him, and he bears it with the equanimity of a great mind. "We must wait a little, and then try it again," and meanwhile there is "business"—that is, forgery—to be done elsewhere.

The professional assistance of Mr. TURNER of Red Lion-square, was soon required again by ATWELL. On this occasion, the debt to be recovered was upwards of £100. The name of the debtor was to be HART, and a lodging was taken in his name. The exertions of Mr. TURNER, in the case of HART, were as rapidly successful

as with HESP. The money was paid, and on this occasion Mr. TURNER gave ATTWELL a cheque for the amount; and thus, at length, his long desired signature was in the possession of the industrious forgers. The subsequent steps appear to have been nearly the same in all the forgeries. A room was hired, and some young man, advertising for a clerk's situation, was engaged by one of the gang. After going on one or two immaterial errands, the new clerk is desired to step to some bank and get cash for a cheque which bears a skilful imitation of the name of TURNER, or some other customer of the establishment. The young man is watched to and from the bank. If he receives the money, and should happen to forget the way back to his new master's residence, there is some one near at hand to remind him that over London Bridge is not the nearest cut to the Eastern Counties Railway. If payment is refused, the unhappy candidate for employment falls under a charge of forgery; and the confederates, warned in time, disappear from the head-quarters they had selected for that particular experiment. The convict ATWELL, who tells this tale, is evidently proud of the skill, assiduity, and repeated triumphs of his gang, and he exults in the distinguished appearance he has made upon the stage he is now compelled to leave.

An inquest has been lately held in a case where death appeared clearly attributable to strychnine, but the symptoms so fully described in PALMER'S trial did not present themselves. The deceased, a female servant, aged 37, was found by her mistress lying on the floor, as if she were in a fit. On the arrival of a neighbouring medical man she was quite dead. There was nothing in the appearance of the body to account for death—no *rigor mortis*, such as is believed to follow death by strychnine—but there was some muscular action of the fingers. A bottle belonging to the deceased contained a compound of strychnine and French chalk, and the medical witness who examined the stomach stated that the deceased had taken 12 or 15 grains "of the poison," meaning, probably, the compound. According to the Coroner, Mr. WAKLEY, it results, from this inquiry, that a person may die from the effects of strychnine, and yet no external trace be left, nor even the slightest injury to the coats of the stomach be discernible.

The system of "responsible Government" has now been inaugurated in the Australian Colonies, and in New South Wales one consequence of the change has been that the office of Attorney-General, one of the four which form the ministry of that colony, has been bestowed on an attorney, who is said to be a clever man and a good debater. Mr. MARTIN, the new Attorney-General, had passed an examination for the bar, and he was admitted a barrister a few days after he had been appointed to an office which in Englaдn his elevation, His tenure of office, however, was very short, as the ministry, of which he was a member, resigned almost immediately.

From New York, we have the news that the standard of examination, previous to admission to legal practice, had been raised rather suddenly by the authorities, and that many candidates had been consequently rejected, and great alarm spread among youthful aspirants to the functions of barrister and attorney.

The city meeting, to consider the state of the law as to warrants for goods, has been postponed to the 19th instant. It is curious to notice the frequent discrepancies between commercial practice and authoritative expositions of the law. Not long ago the question of crossed cheques was so handled judicially as to cause some disturbance in the minds of men of business. Now we have the judgment in *Kingsford* v. *Merry*, spreading wide dissatisfaction; and it appears also that, in case of variation between the words and figures of a cheque, the practice of bankers has been opposed to what recognised treatises declare to be the law. These are matters well worthy of the attention of the conference on commercial law, to be shortly held under the auspices of the Law Amendment Society, and of which we give the particulars elsewhere.

Recent Decisions in Chancery.

A very important question has been decided in Robinson's executors' case, *In re Royal Bank of Australia;* whether the rule of law involved in the decision can be considered as satisfactorily or conclusively settled is another thing. The case was originally heard before V. C. Stuart, assisted by Mr. Justice Erle; and an appeal from his Honour's order, which was in accordance with the opinion of Mr. Justice Erle—was heard by the full court of appeal. After it had been well argued, their lordships intimated their desire to have it re-argued before them, assisted by two common law judges. Accordingly, the case was again argued before the Lord Chancellor and the Lords Justices, assisted by Mr. Justice Cresswell and Mr. Baron Martin. The result of all was, that after several months of consideration, and several months more of re-consideration, on the 4th of December last, judgment was delivered by the court; the Lord Chancellor supporting the decision of the court below, and therein agreeing with all the common law judges, and both the Lords Justices strongly dissenting in opinion from his lordship and all the other judges, but in consideration of the weight of authority against them, declining to act upon their own view. The decision of the Vice-Chancellor, was, therefore, affirmed. The facts may be stated very shortly. R. took shares in and executed the deed of settlement of the Royal Bank of Australia, which is now being wound up. The shareholders covenanted to pay calls and to bear the losses of the company. Upon the death of R. his executors were made contributories, and they paid or compromised for payment of a call by the master. A further call was made, but not before they had distributed R.'s assets in the payment of simple contract debts. For the official manager it was contended that they were nevertheless liable to pay the call, inasmuch as it was a specialty debt, being an obligation under seal of their testator to pay calls, and that the further call was a certain, although a future debt, and it was their duty to retain assets to meet it. The executors, on the other hand, argued that the call was not a specialty. The power of the master was not limited by the provisions of the company's deed of settlement; nor must the call necessarily be in respect of losses contemplated by the deed. Mr. Justice Creswell, delivering the opinion of Mr. Baron Martin and himself, considered that the question was untouched by authority, and depended altogether upon the construction of the Winding-up Acts. On this point, he said that, "assuming, for the sake of argument, "a final winding-up of the concern and settling the rights of the partners, and that the official manager will be acting upon and working out the covenant entered into by the shareholders to pay certain claims and bear losses in proportion to their shares, and that the money called for would be a specialty debt, it appears to me that the whole scope and object of the Winding-up Acts *are much more extensive;* that the calls made under them are primarily to pay creditors and cannot be referred to any power contained in the deed of covenant, but to the statutory powers given by the Legislature. On the whole, therefore, we are of opinion that this debt cannot be treated as a debt by specialty." The Lord Chancellor was of opinion that what the shareholders had to pay in consequence of a call was independent of any such stipulation as that contained in the deed of settlement relied upon by the official manager; every shareholder being liable to every creditor to the full amount of his demand; and the sum raised by the master representing "not any demand of the shareholders *inter se*, but the aggregate amount of all the creditors on the whole of them," which the solvent shareholders were bound to make up, not by virtue of any engagement contained in the deed, but by virtue of the general rule of law which makes every partner liable to the whole of the demands on the partnership. Lord Justice Knight Bruce thought that the call in this case was "to some extent, if not wholly, a just demand directly founded on a covenant," and therefore constituted a specialty. L. J. Turner took the same view. Regarding the Winding-up Acts, as intended mainly to enable shareholders to

settle their rights between themselves, and not to secure the interests of creditors; and assuming that the legal and equitable rights to be adjudicated upon must depend upon the contracts into which the parties have entered, which contracts were not in any respect altered by the acts; his lordship came to the conclusion that the testator's contract being under seal, the call was a specialty debt, as it was merely the mode of working out the contract that had been provided by the legislature.

The order of the court, however, as we have already mentioned, was in affirmance of the judgment of the court below, notwithstanding the strongly-expressed opinions of the majority of the judges of the Appellate Court, in favour of a dismissal. The case is equally important as a decision upon the construction of the Winding-up Acts, and as an instance of the common law judges, brought in to assist the Appellate Court of Chancery, virtually over-ruling the majority of that court. In this respect, however, we suppose it is not meant for a precedent.—*In re The Royal Bank of Australia, Robinson's Executors' Case*, 5 W. R., 126.

The rule which applies to purchases by or through a solicitor or other agent for the vendor has been frequently the subject of discussion in courts of equity. The principle of the rule is the same as that affecting purchases by trustees of the trust property—viz., that such dealings are opposed to public policy, and should not be sanctioned by the court; because, though in any particular case there may be evidence that the transaction is fair, yet it is clear that from the relations of the parties, the interest of the solicitor, agent, or trustee, must in many cases conflict with his duty; and also, as Lord Eldon said in *Exparte Bennett*, 10 Ves. 385, "from the impossibility of knowing the truth in every case." The rule itself is now sufficiently definite, not going so far on one side as Lord Rosslyn's view, which was, that to invalidate such a purchase, it must be shown that the party in a fiduciary position had an advantage in the dealing; nor on the other, according to Lord Eldon, that in no case can the vendor's solicitor or trustee be permitted to buy either for himself or for another. The course of more recent authorities seems to lie between the two; and, in the case of a purchase by a solicitor, may be stated in the words of the marginal note to the case of *re Bloye's Trust*, 1 Mac. & Gor. 488. They are as follows:—"The solicitor who conducts the sale of property cannot become the purchaser without giving full explanations to the vendor, and informing him that he (the solicitor) is to become the purchaser." In *Hesse* v. *Briant*, 5 W.R. 108, Mr. Mellersh, a solicitor, acted for the vendor, from whom he had an ample written authority to sell, and also was the solicitor of the purchaser, to whom he sold the property for a higher price than was named in the written authority. There was no evidence of fraud, or of inadequacy of price. The only question for the court was as to the conduct of Mr. Mellersh towards the vendor. The facts are stated in the report, and upon them Vice-Chancellor Stuart supported the contract, and decreed specific performance. The Lord Chancellor, however, took a different view. Such a transaction, he considered, must be characterised by "the *utmost* good faith, and the utmost openness of dealing." The main circumstance relied upon by the vendor (the defendant) was, that though he was informed by his solicitor without delay of the fact of the sale, and the stipulated amount of the purchase-money, he had been purposely kept in ignorance of the name of the purchaser. The solicitor signed the contract on behalf of the vendor, and the purchaser on his own behalf; and the purchaser's case was that no solicitor had acted for him, but that he relied wholly upon his own judgment in the negotiation, which he insisted was carried on between him and Mr. Mellersh at arm's length. It appeared, however, that in a bill of costs delivered by Mr. Mellersh to him, there were several items relating to the contract for purchase.

The effect of this decision is to make it necessary for solicitors, who can in any way be said to act for both vendor and purchaser, to do nothing in the matter, however trifling it may appear to be, without the fullest sanction of the principal concerned, such sanction being obtained from the principal with a knowledge of all the facts. In such a case, the solicitor is to be regarded more as an instrument than as an agent for conducting the treaty, and carrying out the contract. The Lord Chancellor, indeed, expressly laid it down, that the proper course for a solicitor, under circumstances which admitted of a personal treaty between the principals, would have been to bring them together—a course which cannot be too strongly impressed on solicitors, who fill the difficult position of agents to both parties to a treaty.

In a late case before the Lords Justices (*Re Dickson*, 5 W. R. 108), the principle on which taxation of a solicitor's bill will be ordered under the third party clauses (6 & 7 Vict. c. 73, ss. 38, 39) is laid down in a form somewhat different from what had previously been understood to be the rule of the court. It had long been settled that the only cases where taxation would be allowed after payment in the common case between a solicitor and his client, being himself liable to pay, were those where there had been pressure or overcharge, amounting to fraud. But an impression prevailed that, under the third party clause, these conditions would not apply with the same strictness. Where a man chooses, without pressure, to pay a bill out of his own pocket, there is much stronger reason for refusing taxation than where the bill has been paid by a trustee, without the concurrence of the party liable; and it has been urged, in such cases, that payment by the trustee ought not to conclude the person liable, any more than payment under pressure by himself; because, in neither case, is the payment a strictly voluntary act of the party who is ultimately liable. This view received some countenance from a decision of the Master of the Rolls (*Re Turner*, 4 W. R. 805), in which he said that, under the third party clause, any question as to pressure was irrelevant. In *Re Dickson*, a different idea seems to have prevailed. There the application was made by a residuary legatee for taxation of a bill of costs, which had been paid without pressure by the executors of the will. There were no special circumstances applicable to the legatee, which were not applicable to the executors also, and it was held that, in order to obtain taxation, the same special circumstances must be shown as if the executors had made the application—that is to say, that either pressure or fraudulent overcharge must be proved. The order would have been refused on the ground of the absence of pressure, but L. J. Turner was of opinion that the overcharges were sufficient to support it, although he expressed his conviction that the solicitors had charged no more than they considered themselves honestly entitled to, but said that solicitors dealing with executors ought not to charge more than would be allowed on taking the accounts in an administration suit. L. J. Knight Bruce considered that the order for taxation was wrong, but as the opinion of L. J. Turner coincided with the decision of the court below, the result was, that the order was affirmed.

The effect of this decision appears to be to allow the absence of pressure to be as effectual a defence to taxation after payment under the third party clause as in other cases, but at the same time the definition of "a fraudulent overcharge" seems to be extended in dealings with executors to almost any overcharge whatever.

The law of principal and surety has been the subject of two interesting cases—one before the Master of the Rolls, and the other before Vice-Chancellor Stuart. It has always been held in equity that a surety who pays the debt of his principal is entitled to the benefit of the mortgages and other securities in the hands of the creditor. If, however, the debt is secured by a bond, the payment by the surety extinguishes the security, and as the bond has no longer any existence in the eye of the law there is nothing to transfer to the surety, who cannot therefore claim to be a specialty creditor of his principal in respect of it. This was long ago settled in *Copis* v. *Middleton*, Tur. & R. 224, by Lord Eldon, who laid it down that the general rule must be qualified by considering it to apply to such securities as continue to exist and do not get back, upon payment, to the person of the principal debtor. This decision, though perhaps unavoidable on technical principles, was certainly hard on the surety, but it has worked no serious injnry, because a prudent surety for a bond debt will always insist on a collateral bond of indemnity to himself. In the recent case of *Allen* v. *De Lisle*, 5 W. R. 158, an attempt was made to extend the qualification introduced by *Copis* v. *Middleton* to a security of a different kind. The debt in this case was secured by a mortgage of a fund in court, under which the proviso for redemption, instead of stipulating for a re-assignment, declared that on payment by the debtor, or any one on his behalf, the indenture should be void and of no effect. The debt was paid by the surety; and the principal thereupon contended that the mortgage had ceased to exist, and was, on the principle of *Copis* v *Middleton*, not available for the security of the surety. The Court, however, notwithstanding the technicality, held the surety entitled to a security on the fund. *Farebrother* v *Wodehouse*, 5 W. R. 12, before the Master of the Rolls, is a decision on a point of great importance. There two sums had been advanced at the same time on distinct securities. A surety, with knowledge of the whole transaction, gave his bond to secure one only of the debts. The debtor became insolvent, and the creditors claimed to tack their debts together, and to apply both sets of securities in satisfaction of

them before surrendering to the surety those which related to the debt he had guaranteed. The surety, on the other hand, though he admitted that the right to tack would have existed as against the debtor, contended that on payment of the debt for which he was liable he was entitled to all the securities given for it, and that the privilege of tacking must be postponed to his rights as surety.

A precisely similar question had been decided by Vice-Chancellor Shadwell, in *Williams* v. *Owen*, 13 Sim. 597, in favour of the creditor; but a late case before Lord Cranworth, when Vice-Chancellor (*Bowker* v. *Bull*, 1 Sim. N. S. 29), had been supposed to be inconsistent with the judgment of the Vice-Chancellor of England. The Master of the Rolls, however, followed *Williams* v *Owen*, and gave judgment in favour of the creditor's right to tack against the surety.

Cases at Common Law specially Interesting to Attorneys.

TAXATION, COSTS OF.

The Queen v. *Eastwood*, 6 Ell. & Bl. 285.

A. having been tried at the assizes and acquitted, taxed the bill which was delivered to him by B., the attorney concerned in the defence; and which amounted to £36 14s. 6d. The Master struck off from the bill delivered £7 0s. 3d., but added £1 4s. 8d. for items not included therein by B.; and treating this latter sum as diminishing *pro tanto* the amount of his deductions (which, on this calculation, were less than one-sixth of the bill delivered) threw upon A. the costs of the taxation, under 6 & 7 Vict. c. 73, s. 37. Against this decision A. appealed, and the Court of Queen's Bench held that the proper course was to estimate the deductions by themselves, as constituting the sum taxed off; and that such deductions ought not to be considered as having been, for the purpose of settling on whom the costs of taxation were to fall, reduced by the additional items added by the Master. The rule to review the taxation and allow to A. the costs thereof, was therefore made absolute.

It may be remarked in this case, that even had the £1 4s. 8d. been added to the bill after it had been reduced by the deduction of the £7 0s. 3d., such last-mentioned sum would still have been more than one-sixth of the bill actually due. Had it been otherwise, it may admit of some question whether the court would have gone beyond the actual legal result, and have entered on an inquiry as to how that result had been obtained. If they had, it might have become necessary to re-examine the case of *White* v. *Milner*, 2 Hen. Bl. 357, which was recognised in the Queen's Bench in the later case of *Mills* v. *Revett*, 1 A. & E. 856, but has been questioned by the Exchequer in *Morris* v. *Parkinson*, 2 Cr. M. & R. 178.

INTERPLEADER ISSUE, COSTS OF.

Clifton v. *Davis*, 6 Ell. & Bl. 392.

In this case the principle was established, that, in an interpleader issue ordered by a judge at the instance of the sheriff, the costs incident to such issue will be taxed without reference to which of the claimants was ordered by the judge to be plaintiff, and which defendant. For the purposes of such a trial there are no "general costs": each party is considered as victorious *pro tanto;* and hence if the claimant succeed in establishing his claim against the execution creditor to a certain amount, and if the execution creditor partly succeeds in his opposition to the claim advanced, costs in respect of such success are to be allowed by the Master to each.

INSPECTION.

Temperley v. *Willett*, 6 Ell. & Bl. 380; *Smith* v. *The Great Western Railway Company*, id. 405; *Bray* v. *Finch*, 8 W. R. (Ex.) p. 148.

In the first of these cases a rule had been obtained by the plaintiff calling on the defendant to show cause why a certain deed in the possession of the defendant should not be inspected by the plaintiff. It appeared that the action in reference to which the inspection was applied for was brought for a false representation alleged to have been made by the defendant to the plaintiff on selling to him a renter's free admission to Covent Garden Theatre: and it was deposed that this false representation would be made evident by the deed in question, which would itself be material evidence at the trial of the cause. On the other side it was sworn that at the time of the application another action was pending, brought by the same plaintiff against the lessee of the theatre, for an assault alleged to have been committed by the latter, and to have arisen out of the same transaction; and as there seemed, from the affidavits, great reason to believe that the action in reference to which the application was made had been commenced, not with the *bonâ fide* intention of recovering damages for the false representation, but to use the inspection of the deed in question as a means of obtaining evidence to support the other action, the Court of Queen's Bench unanimously discharged the rule; and observed that it was most important to check any abuse of the powers of ordering inspection recently conferred on the courts of law. And an intimation to the same effect has been given by the Court of Exchequer in the still more recent case of *Bray* v. *Finch*, where a rule requiring the defendant to discover what books or documents were in his possession relating to the subject matter of the suit, and to show cause why the plaintiff (who sued as an administrator) should not be at liberty to inspect the same, was discharged *with costs*, as it appeared that the plaintiff's attorney had been furnished with a copy of the material part of the only such book or document in the defendant's custody, and had been informed at the time he was at liberty to inspect the original.

It is to be remarked that the above decisions are perfectly consistent with the principle of the rule which the Court of Exchequer laid down in *Hunt* v. *Hewitt*, 7 Exch., 236, viz., that in order to obtain an order for inspection under the sixth section of the Evidence Amendment Act, 1851, it must appear—1st, that there is some legal proceeding pending; 2nd, that the document to be inspected relates to such proceeding, and is in the custody or control of the opposite party; and 3rd, that the case is one in which, before the act, a discovery might have been obtained in a court of equity.

In the second case above noticed (*Smith* v. *The Great Western Railway Company*), a regulation was laid down as to the *costs* incident to inspection, which it may be useful to remember in practice. An action had been brought for the infringement of a patent; and the substantial controversy was whether certain wheels used by the defendant were infringements or not. *Erle*, J. made an order, at the instance of the plaintiff, that an officer of the defendant should answer interrogatories; and these having been answered in a certain manner, *Crompton*, J. made a second order, that the plaintiff, in company with two engineers, might inspect the wheels in question. There then appeared to have been an infringement, and the defendants consented to judgment for £200 and costs. Neither of the above orders contained any provision as to costs; but, on taxation, the Master allowed the plaintiff the costs of obtaining both, and also the expenses which had been incurred in inspecting the wheels. On an application to review this taxation, the court held, that under the 57th section of the Common Law Procedure Act, 1854, the costs allowed by the Master were in the discretion of the judge making the orders; and that as no directions were given in such orders respecting costs, such costs and expenses formed no part of the "costs of the cause." The rule to review was therefore made absolute.

This decision should be considered in connection with a case decided in 1852 by the Court of Exchequer. This was *Hill* v. *Philp* (7 Exch. 231), in which a question arose on whom should fall the costs of inspecting certain *documents* under the Evidence Amendment Act, 1851, and the court intimated that the costs of inspection under that act should always be paid by the party seeking the inspection. In the present case, it will be noticed that by the master's decision the costs of the inspection itself, as well as of the necessary preliminary proceedings, were thrown on the party by whom inspection had *not* been sought. But, on the other hand, the reason given by the Exchequer for their decision in *Hill* v. *Philp*, viz., that the costs of inspection "are very trifling indeed,"—would not always apply to an inspection of a *chattel*, under the Common Law Procedure Act, 1854. It seems, however, clear that the costs of all preliminary proceedings whether before a judge or the court, necessary to obtain a order for inspection, fall on the party by whom such pro-

ceedings are taken, unless it be otherwise provided for in the order or rule itself.

Professional Intelligence.

THE COMMON-SERJEANTSHIP.

THE candidates for the office of Common-Serjeant are the following gentlemen:—

Mr. *Prendergast*, judge of the Sheriffs' Court.

Mr. *Locke*, one of the City pleaders.

Mr. *Bodkin*, of the Central Criminal Court, and Recorder of Dover.

Mr. Serjeant *Gaselee*.

Mr. *Thomas Chambers*, M.P., for Hertford.

Sir *Walter Riddell*, Bart., of the Chancery Bar.

Mr. *Corrie*, one of the police magistrates.

Mr. *Pulling*, author of the work on the "Laws and Customs of the City of London."

The whole number of electors is 232, being the Aldermen and Common Council.

LAW AMENDMENT SOCIETY.

THE first meeting of this Society, after the Christmas Vacation, will take place on Monday next, the 12th of January, at eight o'clock.

A short Report from the Criminal Law Committee will be read, and the following resolutions will be submitted for the consideration of the Society:—

1. That the existence of the present frequent highway robberies and burglaries, coupled with the fact that the great body of the people of this country are honest and peaceable, argues great imperfections in our criminal law, or in its administration, or in both.

2. That even in cases where there is no moral doubt of a man's guilt, and of his being an habitual criminal, it is now often the case, that, for want of the technical evidence required by the law, the culprit remains at large, to the great danger of the lives and property of her Majesty's subjects.

3. That it is highly desirable that every legal obstacle which, while it is likely to afford a screen for the guilty, is not necessary for the protection of the innocent, should be removed.

4. That it is highly desirable also that every habitual offender, especially when convicted of a serious crime, should be imprisoned for such a period as will, in all likelihood, suffice to effect his complete reformation; and that when there is no reasonable prospect of reformation, he should be confined for life.

5. That as an important step towards the attainment of this object, it is the opinion of this Society that the 4th section of 16 & 17 Vict. c. 99, laying down a scale for substituting penal servitude for transportation, should forthwith be repealed, and terms of imprisonment adopted instead, fully equal to those of transportation; subject always, as in the case of transportation, to the mitigating power of the Crown.

THE MERCANTILE LAW CONFERENCE.

Will be Composed:—

First.—Of such members of the Law Amendment Society as shall desire to attend.

Secondly.—Of Representatives of Town Councils, Chambers of Commerce, Trade Associations, Law Societies, and other Public Bodies of a similar nature.

Thirdly.—Of such Peers, Members of Parliament, merchants, and other persons, as the Committee of the Conference may invite.

The Objects of the Conference are:—

1. To discuss and bring under the notice of Government, Parliament, and the public, those imperfections in the mercantile laws of the United Kingdom which most require amendment.

2. To collect information from the various bodies represented at the Conference as to the best legislative remedies for these imperfections.

3. To consider the practical steps which ought to be adopted for obtaining such legislative measures.

The subjects for discussion will be chosen and classified by the committee before the opening of the conference, and their selection will be guided by the communications to be received from Chambers of Commerce, and other bodies by whom delegates may be sent.

Among the subjects already determined on are—

1. The Law of Bankruptcy
2. The Law of Partnership
3. The Law of Merchant Shipping
4. The Law of Principal and Agent
5. The 17th Section of the Statute of Frauds
6. The Law of Banking
7. Assimilation of the Commercial Law of England, Scotland, and Ireland
8. Tribunals of Commerce.

It is not meant that the *whole* subject in any case is necessarily to be discussed; for instance, the point in the Law of Partnership which has been suggested is the expediency of establishing a *registration of partnership*.

The order of proceeding will be as follows:—

On Tuesday evening, January 27, a preliminary meeting will be held at the rooms of the Law Amendment Society, 3, Waterloo-place, Pall-mall.

The meeting will commence at seven o'clock.

The final arrangements for the business of the conference will be made.

On Wednesday morning, January 28, at twelve o'clock, the conference will be opened.

The subjects for discussion will be brought on in succession, according to the scheme previously fixed on by the Committee.

On Thursday morning, January 29, at twelve o'clock, the conference will be resumed, and the remaining business be disposed of.

Chambers which have already Engaged to send Deputations.

Liverpool	Birmingham
Manchester	Worcester
Manchester Commercial Association	Plymouth
Leeds	Bristol
Bradford	Glasgow
Huddersfield	Belfast

BUSINESS OF THE EXCHEQUER CHAMBER.

Since the commencement of last Michaelmas Term eight cases of error from the Court of Exchequer have been heard and disposed of in the Exchequer Chamber, viz.:—*Collins* v. *the Bristol and Exeter Railway Company*, 5 W. R. 89; *Stokes* v. *Cox*, ibid.; *Kingsford* v. *Merry*, ibid., 151; *Phillips* v. *French*, ibid., 114: *Booth* v. *Kennard*, ibid., 85; *Graham* v. *the Van Diemen's Land Company*, ibid., 149; *Weld* v. *Baxter*, ibid., 113; and *The Belford Union* v. *Pattison*, ibid., 121. The case of *Boyd* v. *Hind*, reported in the Court below, 25 L. J. Ex. 246, was also argued, and is now under the consideration of the Court. In the first five cases the decisions of the Court were in favour of either the plaintiff in error or the appellant, as the case might be; and in three cases only was the judgment of the Court below affirmed. Of the five successful appeals three were against judgments of the Court in banc, one was for error on the record, and one on a bill of exceptions to the ruling of the Lord Chief Baron.

In the course of the argument of *Boyd* v. *Hind*, *Norman* v. *Thompson*, 4 Ex. 755, was cited; and Mr. Justice Willes, who was counsel in the case, said the profession ought to be informed that both the pleadings and the judgment in *Norman* v *Thompson*, as they stand in the report, are mis-stated; that an application had been made at the trial to insert in the plea the words "and divers of the said other creditors" printed in italics in the marginal note; that the application was refused; and that seemingly the reporter, upon the supposition that the words in the margin of the brief formed part of the plea, had moulded the terms of the actual judgment to make it correspond to the supposed existence of the words in the plea.

HILARY TERM EXAMINATION.

THERE appears to be no diminution of candidates for admission on the roll of attorneys and solicitors. For the ensuing Hilary Term no less than 153 have given the usual notices.

Correspondence.

DUBLIN.

(From our own Correspondent).

THE approaching first day of Hilary Term will, as usual, be marked by a general assembling of the legal tribes at the four courts; little, however, has occurred during the recess to stimulate the curiosity of the numerous class who habitually visit all the courts on the first day of term, to survey both new and old occupants of the Judicial Bench. The changes that have taken place have merely reinstated well known dignitaries in their old haunts. The new Lord Justice of Appeal in Chancery, the Right Hon. F. Blackburne, will take his place in the court in which he formerly presided, as head of the law. In the Exchequer, Baron Richards will resume his full duty, his connection with the Incumbered Estates Court having now terminated.

The appointment of a Judge of Appeal in Chancery, was one of many reforms loudly called for, but the only one of importance which was carried into effect during the last Parliamentary session. Nothing could be more unsatisfactory than the state of the appellate jurisdiction. A decision of a Master in Chancery, has heretofore been affirmed, or reversed, as the case might be, in the Rolls; and the case has afterwards been taken before the Lord Chancellor. Under this system, therefore, three judges have successively determined the same question; and it might happen that on the last hearing, the decision of both the inferior judges would be reversed by the Chancellor. Appeals will now lie from the inferior courts of equity to a Court of Appeal, consisting of the Lord Chancellor, the Lord Justice, and any third judge who may be called in by the Lord Chancellor, under the powers conferred on him by the recent act. Few men have displayed greater fitness for judicial office than L. J. Blackburne, or have been more practised in it. Successively Master of the Rolls, Lord Justice of the Queen's Bench, and Chancellor, he has proved himself one of the greatest living masters of both common law and equity. We cannot but rejoice that talents like these are now to be employed for the public benefit. The appointment of a judge whose political views differ from those of her Majesty's advisers, must also be regarded as a good omen. Let us hope that the appointment proceeded from a desire to put "the right man in the right place," and from that alone.

Criminal justice is still at fault in its endeavours to trace the murderer of the unfortunate railway cashier. The *Times* has made a singular blunder in censuring the constabulary force for their want of professional acuteness; the fact is that they have no more to do with the affair than have the London police. The rumours that have been flying about for a month past, as to persons suspected, and important witnesses under the charge of the authorities, all amount to nothing. The mystery is as deep as when the crime first became known. Crown solicitors, and English detectives have all failed to throw any light upon it. In England, the populace aid public justice; in Ireland the criminal is rarely betrayed by persons of his own rank in society. This is the real solution of the difficulty.

Law reporting appears to be a very unremunerative business. A quarrel has lately taken place between the reporters of the Irish common law and Chancery reports and their publisher. The former complained of under payment, and of too great intervals in the publication. The latter retorted that his accounts showed a *considerable annual deficit*. Circulars were forwarded by the contending parties to the lawyers generally, and an opposition set of reports was threatened. The matter is now arranged; it will furnish an instructive episode to some future history of legal literature.

It is by no means improbable that before long a pamphlet may be issued from the press, bearing on its title-page the name of an eminent Q.C. and successful Parliamentary orator, the subject of which will be the simplification of the titles of real property. There is reason to believe that the difficulties of the subject will be met by the writer with a degree of innovating energy that will startle the disciples of Coke and Littleton. It would not be right to forestall the publication of this remarkable *brochure*, but at the earliest opportunity an outline of the reasoning contained in it will be furnished to the readers of this Journal.

WARRANTS FOR GOODS.—KINGSFORD *v.* MERRY.

To the Editor of the SOLICITORS' JOURNAL.

SIR,—The recent decision in the Exchequer Chamber, in the case of Kingsford v. Merry, and the comments upon it in the London *Times*, and the more recent note of an experienced merchant in the city article of the *Times* of last Saturday (which I inclose as you may wish to reprint it in order to make the question intelligible), have created a great sensation in the City, and in the commercial world generally. And yet it is no new doctrine that is thus broached. In Phillips v. Huth, 6 M. and W. 572; Taylor v. Trueman, 1 M. and M. 457; Taylor v. Kymer, 3 B. and Ad. 337; Evans v. Trueman, 2 B. and Ad. 886; Bryans v. Nix., 4 M. and W. 775; Bonzi v. Stewart, 4 M. and Gr. p. 295; and Jenkins v. Osborne, 7 M. and Gr. p. 678, the holders of delivery warrants or other documents were held in each case not to be entitled to make a valid pledge, and when properly examined it will be found to be rightly so decided in each case. The simplicity with which bills of exchange are used to give currency to thousands of pounds, has a great tendency to create in the minds of merchants a wish that all symbols of property should be available in the same manner without any consideration of the difference between the money represented by a bill of exchange, and goods represented by the symbol of property.

Now it may be convenient to know what is the warrant which is thus the subject of discussion; it is thus described by Mr. Baron Parke (now Lord Wensleydale) in the case of Farina v. Home, 16 Mee. and Wels. p. 123, where a question arose whether the delivery of a warrant was the same thing as the delivery of the goods themselves to satisfy the Statute of Frauds. "A delivery warrant (says his lordship) is no more than an engagement by the wharfinger to deliver to the consignee or any one he may appoint; and the wharfinger holds the goods as the agent of the consignee, and his possession is that of the consignee until an assignment has taken place, and the wharfinger has attorned, so to speak, to the assignee, and agreed with him to hold for him. Then, and not till then, the wharfinger is the agent or bailee of the assignee, and his possession is that of the assignee, and then only is there a constructive delivery to him. In the meantime the warrant and the indorsement of the warrant is nothing more than an offer to hold the goods as the warehouseman of the assignee."

The question is whether the act 5 & 6 Vict. c. 39, passed since and in consequence of those cases, by which every agent for sale is enabled to give a valid pledge by deposit of the goods or the symbol of goods, is not sufficient for the exigencies of commerce, and whether it is desirable for merchants themselves that any, and if any, what greater latitude should be afforded.

It is apprehended that there must be a limit somewhere, that is, that it is not expedient that "every bill of lading, India warrant, dock warrant, warehouse-keeper's certificate warrant or order for the delivery of goods, or other document used in the ordinary course of business as proof of the possession or control of goods" (the words used in the Merchants and Factor's Acts), should pass by mere delivery like a bank note, for it would surely be unsafe to put such a temptation to abuse in the way of any class of agents, clerks, or servants. It is quite another question whether it would not be right to make all the before-enumerated symbols of property transferable by indorsement in the same manner as a bill of lading, and to make the original depositor's contract with the dock company, wharfinger, or warehouse-keeper to pass by the indorsement as in the bill of Lading Act 1855, 18 & 19 Vict. This it is conceived would give all the requisite facility to commerce without the introduction of fresh opportunities of fraud by persons who must be necessarily entrusted with the possession of the document.

I am, Sir,

Your obedient servant,

CHREMES.

[As he case was fully reported in our last number, it is unnecessary to print the article of the *Times* of Dec. 27, referred to by our correspondent].

Review.

Metropolitan and Provincial Law Association. Circular No. X. Proceedings at the Annual Provincial Meeting, held at St. George's Hall, Liverpool, Oct. 14 *&* 15, 1856. London: Wildy & Sons.

THE proceedings of the Metropolitan and Provincial Law Association lie before us in the shape of a thick and somewhat closely-printed pamphlet, containing reports of addresses and debates, papers by several eminent members of the profession, and a pleasant acknowledgment of the courtesy and hospitality displayed to their guests by the town of Liverpool. Everyone who cares for the interests of the profession must be gratified at proceedings which have so strong and obvious a tendency to promote good feeling among its members, and to elicit their opinions on matters connected with their condition and prospects. The proceedings of the Association comprise such a variety of subjects that it would be impossible to do justice to the whole of them on this occasion. Mr. Ryland's paper on "The Registration of the Names of the Partners of Trading Firms," and Mr. Morgan's on "The Reformatory Act," contain sensible practical suggestions, amongst which we would particularly refer to Mr. Morgan's recommendation, that the managers of Reformatories should be enabled to admit, under certain restrictions, young persons voluntarily presenting themselves for that purpose, which we can well imagine might have the effect of greatly checking vagrancy. Mr. Smith's paper on "Public Prosecutors," contains a fair statement of

the case derived from the blue-book lately published upon the subject; but, though the recommendations of the Committee appear to us objectionable on account of the vast expense which they would involve, we cannot agree with Mr. Smith in thinking lightly of the evil which they are intended to remedy. Mr. Leverson's paper on "Procedure," is little more than a *resumé* of Bentham's "Tract," and we cannot but regret that he should have thought it expedient to retain that author's style as well as his thoughts. The greater part of Bentham's works were never completed, but were left in the shape of rough notes, which have given abundance of trouble both to his editors and to his readers. With a slight inversion of the old quotation, we would say to Mr. Leverson, as to other disciples of Bentham,—*Si vis legi debes intelligi.*

The most important questions which engaged the attention of the Association were those of the education of articled clerks, and of the relative position of barristers and attorneys, the first of which formed the subject of a debate, whilst the second was discussed in a paper by Mr. Field. The first question submitted to the Association in relation to the former subject was—Whether it would be advisable to substitute for the examination now held before admission, several examinations in one or more of the subjects in which proficiency is required, to be held at different times during the period of clerkship, so as to spread the influence of the system over several years, instead of concentrating it at a single point, and so promoting the pernicious habit of cramming? It was also debated—Whether a certificate of having passed an examination in the more common branches of education should be made a necessary condition to admission to articles? There can hardly be two opinions as to the expediency of securing for articled clerks a liberal education and a sound acquaintance with the principles of their profession, and we are not prepared to suggest any more efficient means of obtaining this end than that of examinations. We also fully agree with the opinion, that where proficiency in a number of different subjects is required, separate examinations in each are better than a collective one in all, both because the mind is less distracted between a variety of objects, and because there is less temptation to procrastination; and we think that with the addition of honorary distinctions for merit, such as have been recently introduced in the existing examination before admission, the system would be as efficient as it could become. We must, on the other hand, point out that nothing is more easy than to be misled by false analogies on the subject, and that nothing is more difficult than to exercise any effective influence over the education of articled clerks as a class. Examinations derive their principal credit from their use at the great public schools and the universities; but their influence in those establishments depends almost entirely upon the fact that they form a subject of common interest to a large body of students collected together in one place, who understand the character of such contests, and attach a special definite value to success and distinction in them. Before a man finally takes his degree at Cambridge he has probably been examined twenty times, and has conducted the whole of his reading—which occupies the whole of his working day—with reference to those examinations. An articled clerk is isolated, he knows nothing about examinations till he comes up to be examined in the company of people whom he never saw before, and will never see again. During the years which precede his admission, the greater part of his time is occupied in pursuits which have no direct relation to examinations. He is a clerk, and not a student; and any scheme for his education which neglects this essential distinction will be necessarily superficial, and will be sure to disappoint the expectations which leave it out of account. We are speaking, of course, of the education of articled clerks as it now exists. Of late years, courses of lectures have been given at the Law Institution, and, as many clerks spend some portion of their time before admission in London, they have the opportunity of attending these lectures, if so disposed. Whether anything further should be done to exact from the clerk a more systematic study, whether his class should be comprehended in a properly constituted legal university, is a very wide question, and one to be hereafter considered in all its bearings.

The most interesting subject discussed by the Association, was that to which Mr. Field's paper on "the Autocracy of the Bar, and on the system of prescribed tariffs for legal wages, and on the connection of these two subjects," was devoted. Mr. Field directed his attention to a great variety of subjects, at some of which we cannot even glance, but his principal recommendations were the abolition of the distinction between barristers and attorneys, and the adoption of an entirely new system of payment for the new profession so constituted. Mr. Field would wish to see every attorney or solicitor entitled to act as an advocate, and the result of this measure would no doubt be that every advocate would begin his professional life as a solicitor, and gradually withdraw to the other branch of the profession, as he found that his talents suited him for it. He founds this proposal partly on the hardship to which attornies and solicitors are now exposed by the necessity of leaving their own business before they can keep terms at the bar, partly on the ground that actual intercourse with the clients would be an excellent education for advocates, as contrasted with the present inefficient system in use in the Inns of Court, partly on the example of America, and partly on the ground that free trade demands the suppression of all exclusive guilds, of which the Inns of Court form one. Such in a condensed shape is Mr. Field's argument. He expands it with much vigour of language and illustration, and, although we cannot adopt his conclusions in their full extent, we do think that they would be almost inevitable if the choice lay between the system which he advocates and that which now exists. There can be no doubt that the profession is at present constituted in such a manner that many men eminently qualified for advocacy are solicitors, whilst many others, eminently unqualified for almost any employment, are barristers, and the remedy proposed by Mr. Field would undoubtedly destroy this, as well as many other anomalies. There is, however, another side to the question, which it is very desirable to notice. Everyone who has any acquaintance with the existing conditions of English law must be aware that its great defect is its unsystematic and unscientific character; and the only hope of remedying this evil lies in training up a body of men who will study the subject, not merely or principally with a view to the immediate practice of the profession, but in the spirit in which men study other sciences. A certain maturity of mind, and the undisturbed devotion of several years to the subject, are indispensable conditions of such study. It would, of course, be out of the question to demand such qualifications of articled clerks, who, for the most part, pass their final examination at twenty-one or twenty-two; and though no doubt an active and ambitious man might contrive to combine it with the practice of a solicitor, he would probably find it very difficult, and, as his business increased, almost impossible to do so. It appears to us, therefore, that such a body of men can only be obtained by making an examination of considerable depth and difficulty compulsory upon all persons intending to become advocates, and by furnishing the best machinery that can be devised, in the shape of lectures, public and private, as a preparation for them. We are not prepared to lay down a detailed scheme on the subject, but the general principle which appears to us fairest is, that any one, solicitor or not, who could comply with these tests should be entitled to be called to the bar if he chose. There would thus be a substantial, and not merely an arbitrary and conventional distinction between the two branches of the profession. This is the principle adopted in France, and although in that country the qualifications of an *avocat* are placed, as it seems to us, far too high, the result has undoubtedly been to raise very greatly the tone and credit of the profession. And this fact seems to us a conclusive answer to Sir C. Lyell's remark, that the division between the two branches of the profession could only be maintained in a highly aristocratic community, for whatever else France may be, no country is more passionately opposed to merely conventional distinctions of rank. The arrangement which we propose would, we think, realise the advantages of Mr. Field's plan, and avoid some inconveniences which he leaves out of sight, but which in practice would be seriously felt. It must be remembered that there are ten thousand attornies and solicitors of our various courts Now, if the mere fact of belonging to this numerous body entitled a man to practice in court, much of the confidence which now prevails between the bench and the bar must necessarily cease, and the failure of that mutual understanding would not only retard the transaction of business, but would in many cases make it almost impossible. It is very desirable that the business of advocacy should be vested in a body which is select enough to admit of a certain degree of personal acquaintance between the court and those who address it, and so constituted as to afford the best possible guarantee for their character as men of honour and education. If our proposal were carried out, it would go a long way to secure this desirable result. We could mention various courts, both in town and country, which are grievously afflicted by the presence of members of the bar who would certainly have never been able to attain their present dignity if they had

had to pass the test of a compulsory examination. If, on the other hand, Mr. Field's suggestion were adopted, we fear that the evil would be considerably aggravated, and that the restraints which professional *esprit de corps*, and the personal influence of the judges, do certainly exercise over the bar, even under the present unsatisfactory system, would be greatly weakened. If the whole of the arrangements of the profession were regulated exclusively by the law of supply and demand, if every advocate and every solicitor made his own bargain on his own terms, and accustomed himself to look upon the other members of the profession simply in the light of rivals and competitors, the worst results would follow both to the public and to the profession. How far such cases are fair specimens of the behaviour of American lawyers we cannot tell, but we have certainly seen reports of several *causes célèbres* in the United States in which the advocate behaved in a manner which would make the hardiest Old Bailey practitioner stand aghast. In the monstrous cases of Colt and Ward the counsel were guilty of conduct for which, in England, they would in all probability have been disbarred; and, in estimating the effects of the American system, facts like these cannot be left entirely out of sight, however much and however justly we may be disposed to praise American jurisprudence. No doubt much cant is talked about the distinction between trades and professions, but, like most cants, it has a substratum of truth, which we take to be this—that the members of a profession ought to consider their occupation, not simply as a means of getting money, or as a stepping-stone to rank, but as a public service. We should rejoice to see every member of the legal profession—barrister or solicitor—look upon himself as being really and effectively what he is legally—an officer of the court, a minister of justice—and not a mere tradesman, selling his skill or his talents just as he might sell cotton or sugar. This conception of a lawyer's position involves, of course, the principle that the profession ought to be regularly governed and arranged according to the different functions which its members have to discharge, and we do not see our way to any arrangement which would fulfil the objects for which the profession exists without recognising the distinction between those who study law as a science and those who are principally concerned in the practical application of its broad rules to the common affairs of life. What the profession ought to do, and what at present it entirely fails to do, is, to take care that no distinctions shall be permitted except those which are founded upon just and substantial considerations. We should wish to see this defect remedied, not by destroying the whole legal corporation, but by making it do its duty in an efficient manner. We are convinced that, in some form or other, such a corporation must exist. We do not understand even Mr. Field to go so far as to propose that it shall be as much open to a man to set up as a lawyer as to open a grocer's shop; if he does not go to this length, the only question between us is, whether the legal guild shall or shall not recognise in any way the difference in kind between different branches of legal labour.

With the other part of Mr. Field's paper, that which refers to the mode of payment to both branches of the profession, we have a more entire sympathy. The subject is no doubt a difficult one; payment by a commission on the transaction, and of costs out of pocket, is, we believe, the usual course in France, and would, we think, be infinitely preferable to the plan existing in England, of doing gratuitously what should be paid for, and of charging for what should be done gratuitously. We also agree to a great extent with Mr. Field's remarks on the bar etiquette of taking fees and not earning them; but we think he rather overstates, and thereby seriously weakens his case, by saying that it is conduct for which an attorney would be struck off the rolls. Every solicitor is aware of the practice, and if he chooses to employ a man so much over-loaded with business that he cannot get through his work, he runs the risk with his eyes open. There are, moreover, practical difficulties in the question, which Mr. Field overlooks. A man with a very moderate share of business has carefully written an opinion, advised on evidence, and read his brief in two cases. One is in the Queen's Bench and one in the Exchequer; and, owing to one of the innumerable accidents which happen every day, both, contrary to expectation, come on at the same moment. Is he to return his fees for one after doing the work for both? On circuit the difficulty would be still greater. It is easy to put hard cases on both sides, but the practice is no doubt one which constantly gives rise to most dishonest conduct, and which most peremptorily requires reform. In the meantime we would suggest to solicitors that the remedy is to some extent in their own hands. They are under no obligation to give briefs to those who will not or cannot read them.

Resolutions of Law Societies.

Metropolitan and Provincial Law Association.

At a meeting of the committee of the Metropolitan and Provincial Law Association, held on the 10th ult., the following resolution was passed unanimously:—

"That this committee cordially recommend The Solicitors' Journal and Reporter to the support of the members of this association, feeling convinced that it is calculated 'to promote the interests of suitors, by the better and more economical administration of the law, and to maintain the rights and increase the usefulness of the profession,' which are the declared objects of this association."

Manchester Law Association.

The committee of the Manchester Law Association passed the following resolution on the 3rd ult.:—

"The subject of the establishment of a proposed legal newspaper, to be called The Solicitors' Journal and Reporter, having been brought before the committee of the society, it was resolved that the secretary be authorised to forward to the Manchester solicitors the prospectus issued by the provisional directors, together with the printed form of application for shares and for subscribers to the paper, accompanied by a letter from him requesting a reply to be made to him within an early day to be named."

Leeds Law Society.

The following resolution was unanimously adopted by the Leeds Law Society, on the 17th ult.:—

"That this society entertains a very decided opinion that the establishment of a weekly journal, devoted to the promotion of the interests of the attorneys and solicitors, in conjunction with the advocacy of well-digested legal forms, is of great importance to the legal profession, both in London and the provinces, and also to the public; and, therefore, regards with much satisfaction the project of The Solicitors' Journal and Reporter, and strongly recommends it to the support of its individual members, and of the profession generally."

Liverpool Law Society.

An intimation has also been received from the Secretary of the Liverpool Law Society, that the subject of the establishment of a proposed legal newspaper, to be called The Solicitors' Journal and Weekly Reporter, with a statement of the principles upon which, and the objects for which, it is intended to be founded, having been brought before the committee, it was resolved that that committee earnestly recommend it to the members of the Law Society for their support, and urge upon each individual member the desirableness of his name being as early as possible added to the subscription list.

Private Bills in Parliament.

It is important to observe that, by House of Commons Standing Order, 196, all memorials complaining of non-compliance with the Standing Orders, in reference to petitions for bills deposited in the Private Bill Office on or before the 31st December, shall be deposited as follows:

If the same relate to petitions for bills numbered in the general list of petitions:

1 to 100	They shall be deposited on or before . . .	January	17th.
101 to 200		,,	24th.
201 and upwards		,,	31st.

LIST OF PETITIONS FOR PRIVATE BILLS—Session, 1857.

With the Numbers of Bills and the Names of the Agents.

No. of Bill.	Title of Bill.	Agent.
1.	East Kent Railway (Strood to St. Mary's Cray, &c.)	Dorington & Co.
2.	Inverness and Nairn Railway	Theodore Martin
3.	Islington Parish	Sudlow & Co.
4.	Exeter and Exmouth Railway.....	Pritt & Co.
5.	Stratford-upon-Avon Gas.....	Gregorys & Co.
6.	Chester Water	Theodore Martin

7. Cornwall Railway ..... Pritt & Co.
8. Ely Tidal Harbour and Railway ..... Pritt & Co.
9. Stockton New Gas and Stockton Gas Consumer's Companies ..... Durnford & Co.
10. Newry, Warrenpoint, and Rostrevor Railway ..... Dyson & Co.
11. Formartine and Buchan Railway ..... Dyson & Co.
12. Reading Railways Junction Railway ... Dorington & Co.
13. New River Company ..... Dorington & Co.
14. Victoria (London) Docks ..... Dorington & Co.
15. Mid Kent Railway (Croydon Extension) Pritt & Co.
16. Kidsgrove Market ..... Pritt & Co.
17. Aberdeen, Peterhead, and Fraserburgh Railway ..... Holmes & Co.
18. Whitehaven & Furness Junction Railway Holmes & Co.
19. Finsbury Park ..... Sudlow & Co.
20. Whitehaven, Cleator, and Egremont Railway ..... Holmes & Co.
21. Peebles Railway ..... Dodds & Greig
22. Sunderland Gas ..... Dyson & Co.
23. Taff Vale Railway ..... Pritt & Co.
24. Newry and Enniskillen Railway ..... Dyson & Co.
25. Richmond Improvement ..... William Smythe
26. Carlisle and Hawick Railway ..... Grahame & Co.
27. Liverpool and Birkenhead Docks ..... Gregorys & Co.
28. Watchet Harbour ..... Gregorys & Co.
29. West Somerset Mineral Railway ..... Gregorys & Co.
30. Birkenhead District Gas and Water ..... M'Dougall & Newall
31. Thames and Medway Conservancy ..... Edward Tyrrell
32. Metropolitan Cattle Market ..... Edward Tyrrell
33. Mayor's Court of the City of London ... Edward Tyrrell
34. Burial of the Dead within the City and Liberties of London ..... Edward Tyrrell
35. Southampton, Bristol, and South Wales Railway ..... Dyson & Co.
36. Tweed River Fisheries ..... Dyson & Co.
37. Tyne Improvement ..... Dyson & Co.
38. Metropolitan New Streets & Improvements Dyson & Co.
39. Brighton, Hove, and Preston Constant Service Water ..... Dyson & Co.
40. Glasgow Gas ..... Grahame, Weems & Grahame
41. Hartlepool Extension and Headland Improvement ..... Durnford & Co.
42. Monkland Railways ..... Grahame, Weems & Grahame
43. Bathgate, Airdrie, & Coatbridge Railway Deans & Rogers
44. Glasgow City and Suburban Gas ..... James Lamond
45. Leslie Railway ..... Dodds & Greig
46. Cannock Mineral Railway (No. 1) ..... M'Dougall & Newall
47. London and South-Western Railway Acts Amendment ..... Dorington & Co.
48. Dublin and Meath Railway ..... Dorington & Co.
49. Stockport, Disley, and Whaley Bridge Railway ..... Dorington & Co.
50. Oldham, Ashton-under-Lyne and Guide Bridge Junction Railways ..... Dorington & Co.
51. Cork and Bandon Railway ..... Pritt & Co.
52. Eastern Counties Railway ..... Pritt & Co.
53. North Level Drainage ..... Pritt & Co.
54. North Staffordshire Railway (Bridgewater Canals) ..... Pritt & Co.
55. Dublin and Wicklow Railway ..... R.M. Muggeridge
56. Tralee and Killarney Railway ..... Wm. Bryden.
57. Electric Telegraph Company ..... Dyson & Co.
58. Langport, Somerton, & Castle Cary Roads Walmisley & Son
59. Clyde Navigation ..... Richardson & Co.
60. Wearmouth Bridge, Ferries, and Approaches ..... Dyson & Co.
61. North-Eastern and Hartlepool Dock and Railway Companies Amalgamation ... Durnford & Co.
62. Hereford Cathedral Restoration ..... A. O. Underwood
63. Blackburn Railway ..... Pritt & Co.
64. Birkenhead Docks (Construction) ..... Pritt & Co.
65. Birkenhead Docks (Management) ..... Pritt & Co.
66. Scottish Central Railway ..... Grahame, Weems & Grahame
67. Waterford and Tramore Railway ..... Cruse & Daly
68. East Kent Railway (Extension to Dover) Dorington & Co.
69. Herne Bay and Faversham Railway ... Dorington & Co.
70. South Durham and Lancashire Union Railway ..... Dodds & Greig
71. Great Yarmouth Britannia Pier ..... T. Baker
72. Nene Valley Drainage and Navigation Improvement ..... Dyson & Co.
73. Tilbury, Maldon, and Colchester Railway Dyson & Co.
74. Manchester, Sheffield, and Lincolnshire Railway (Buxton and Cleethorpes) ... Pritt & Co.
75. Manchester, Sheffield, and Lincolnshire Railway (Romiley, &c.) ..... Pritt & Co.
76. North-Eastern Railway (Lanchester Valley Branch) ..... Pritt & Co.
77. North-Eastern Railway (Capital) ..... Pritt & Co.
78. Dumbarton Water, &c. ..... Grahame & Co.
79. Caledonian Railway (Lines to Granton) Grahame & Co.
80. Lewes and Uckfield Railway ..... Dorington & Co.
81. Norfolk Estuary Acts Amendment ..... Dorington & Co.
82. Portsmouth Water ..... Dorington & Co.
83. Watchet Harbour Trust ..... Dorington & Co.
84. Cwm Amman Railway ..... Dorington & Co.
85. Sittingbourne and Sheerness Railway ... Durnford & Co.
86. Portsmouth Railway ..... Pritt & Co.
87. Shropshire Union Railways and Canal, London and North-Western Railway, and Shropshire Canal Companies ..... Pritt & Co.
88. Great Northern and Western (of Ireland) Railway ..... Pritt & Co.
89. South Devon Railway ..... Pritt & Co.
90. Mersey Conservancy and Docks ..... R. H. Wyatt
91. South-Eastern Railway (Greenwich Junction to Dartford, &c.) ..... Pritt & Co.
92. Norfolk Railway ..... Pritt & Co.
93. Great Southern and Western Extension Railway ..... Pritt & Co.
94. Midland Great Western Railway of Ireland (Sligo Extension) ..... R.M. Muggeridge
95. Lancaster, & Carlisle, & Ingleton Railw. Pritt & Co.
96. Birkenhead, Lancashire, and Cheshire Junction Railway ..... Pritt & Co.
97. Price's Patent Candle Company ..... Pritt & Co.
98. Bristol, South Wales, and Southampton Union Railway ..... Dyson & Co.
99. Blyth and Tyne Railway ..... Dyson & Co.
100. Midland Great Western Railway of Ireland (Tullamore Line) ..... R.M. Muggeridge
101. Meriton's & Hagen's Sufferance Wharves Pritt & Co.
102. Mallow and Fermoy Railway ..... Pritt & Co.
103. Wilmslow and Lawton Road ..... Pritt & Co.
104. Great Southern and Western Railway (Capital) ..... Pritt & Co.
105. Kinross-shire Railway ..... Dodds & Greig
106. Fife and Kinross Railway ..... Richardson & Co.
107. Elie Harbour ..... Richardson & Co.
108. Tweed Fisheries ..... Richardson & Co.
109. Pulteney Town Harbour ..... Richardson & Co.
110. Burslem and Tunstall Gas ..... Richardson & Co.
111. Great Western and Brentford Railway ... R. H. Wyatt
112. Ely Valley Railway ..... R. H. Wyatt
113. Dorset Central Railway ..... H. & W. Toogood
114. Haslingden and Todmorden Roads ..... M. Browne
115. Kidsgrove Market, Townhall, &c. ..... M. Browne
116. Prestwich, Bury, and Radcliffe Roads ... M. Browne
117. Selby and Market Weighton Road ... M. Browne
118. Westminster Terminus Railway Extension (Clapham to Norwood Abandonment) ..... Dyson & Co.
119. Portadown and Dungannon Railway ... Dyson & Co.
120. North-Western Railway ..... Dyson & Co.
121. St. Helen's Canal and Railway ..... Dyson & Co.
122. Swansea Docks ..... Dyson & Co.
123. South Shields Gas ..... Dyson & Co.
124. Norwich and Spalding Railway ..... Dyson & Co.
125. Aberdeen Junction Railway ..... Dyson & Co.
126. Andover Canal Sale ..... Dyson & Co.
127. Sunken Vessels Recovery Company ... Dyson & Co.
128. New Brunswick and Canada Railway and Land Company ..... Dyson & Co.
129. Fraserburgh Harbour ..... Holmes & Co.
130. Colne and Bradford Railway ..... Dyson & Co.
131. London (City) Coal Duties ..... Dyson & Co.
132. New Quay Pier and Harbour and Railway ..... Scott & Syms
133. Bedale and Leyburn Railway ..... T. L. Marriott

134.	Milford Improvement	T. L. Marriott
135.	Mansfield and Worksop Road	T. L. Marriott
136.	Worksop and Attercliffe Road	T. L. Marriott
137.	Cardigan Markets and Improvement	Durnford & Co.
138.	Shrewsbury Gas	M'Dougall & Newall
139.	West of Fife Mineral Railway	Maitland & Graham
140.	Mordon Carrs Drainage	Bell, Steward & Lloyd
141.	West Hartlepool Harbour and Railway, and North-Eastern Railway Companies Amalgamation	Bell, Steward & Lloyd
142.	Lowestoft Water, Gas, and Market Co.	Gregorys & Co.
143.	Cork Gas	Gregorys & Co.
144.	Newcastle-under-Lyne and Leek Roads.	Gregorys & Co.
145.	Weaver Navigation	Gregorys & Co.
146.	Atlantic Telegraph Company	Dorington & Co.
147.	Australian Agricultural Company	Dorington & Co.
148.	Briton Ferry Docks	Dorington & Co.
149.	Landport and Southsea Improvement	Dorington & Co.
150.	Willenhall (Wolverhampton) Gas	Dorington & Co.
151.	Berkeley, Dursley, &c. Turnpike Trust	Dorington & Co.
152.	Salisbury and Yeovil Railway	Dorington & Co.
153.	Border Counties Railway	H. & W. Toogood
154.	South Staffordshire Water	Dyson & Co.
155.	Wycombe Railway	Dyson & Co.
156.	Guildford Gas	Dorington & Co.
157.	Dundalk and Enniskillen Railway	Dorington & Co.
158.	Calcutta & South-Eastern Railway Co.	Dorington & Co.
159.	Lowestoft and Burgh St. Peter Ferry and Roads	Bircham & Co.
160.	Carlisle, Liddisdale, and Hawick Rail.	Dyson & Co., Holmes & Co., Joint Agents.
161.	British and Irish Grand Junction Rail.	Dyson & Co.
162.	Manchester Corporation	Pritt & Co.
163.	Alva Parish	Grahame & Co.
164.	South-Eastern Railway (Reading, &c.)	Pritt & Co.
165.	Bagnalstown and Wexford Railway	Pritt & Co.
166.	Aldershott Railway	Holmes & Co.
167.	New Ross Free Bridge Act Amendment	T. Baker
168.	Salford Borough (No. 1)	M'Dougall & Newall
169.	Salford Borough (No. 2)	M'Dougall & Newall
170.	Stratford-upon-Avon Railway	H. & W. Toogood
171.	Bank of London and National Provincial Insurance Association	Tyrrell, Payne, & Co.
172.	Westminster Improvements	R. H. Wyatt
173.	Mid Kent Railway (Bromley to St. Mary Cray) Extension to Dartford	R. H. Wyatt
174.	West London and Crystal Palace Rail.	Wm. Bryden
175.	Wexford Free Bridge	Wm. Bryden
176.	Reversionary Interest Society	Dyson & Co.
177.	National Assurance Investment Assoc.	Dyson & Co.
178.	East Somerset Railway	Dyson & Co.
179.	North Derbyshire Railway	H. & W. Toogood
180.	Charing-cross Bridge	Dorington & Co.
181.	Stamford and Essendeen Railway	Dorington & Co.
182.	West Somerset Railway	Dyson & Co.
183.	Bury Gas	M'Dougall & Newall
184.	Besselsleigh Road	W. T. Manning
185.	Cork Consumers' Gas	Pritt & Co.
186.	Medical, Legal, and General Mutual, and New Equitable Life Assurance Companies Amalgamation	Bell, Steward, & Lloyd
187.	Dexthorp Turnpike Trust	Smith & Shepherd
188.	Belfast Improvement	Pritt & Co.
189.	Imperial Continental Gas Association	Dyson & Co.
190.	Banff, Portsoy, and Strathisla Railway	T. Martin
191.	Keith and Dufftown Railway	T. Martin
192.	Thames and Medway Railway	Marchant & Pead
193.	Liverpool Docks Committee and Birkenhead Docks	Pritt & Co.
194.	Ringwood, Christchurch, and Bournemouth Railway	Bircham & Co.
195.	Edinburgh, Perth, Dundee, and Scottish Central Railway Companies	Webster & Wardlaw
196.	Caledonian Railway (Running Powers).	Grahame & Co.
197.	St. Philip's Church, Liverpool	Pritt & Co.
198.	Birkenhead, Lancashire, and Cheshire Junction and Great Western Rail. Co.	T. Martin
199.	Orkney Roads	T. Martin
200.	Chatham District Water	Fearon & Clabon
201.	Fownhope and Holme Lacy Bridge	A. O. Underwood
202	Margate Water	Fearon & Clabon
203.	Rhymney Railway	W. G. Roy
204.	Wimbledon and Dorking Railway	W. G. Roy
205.	London (City) Hotel and Building Co.	T. Martin.
206.	Slaney River Improvement	Dorington & Co.
207.	Guildford Water	Dorington & Co.
208.	Chepstow Gas	Dorington & Co.
209.	Mid Sussex Railway	Holmes & Co.
210.	Bridgewater Markets and Fairs	H. & W. Toogood
211.	European and Indian Junction Telegraph Company	H. & W. Toogood
212.	Mid Kent and South Kent Railway	Tyrrell, Paine & Layton
213.	Times, Athenæum, and Beacon Assurance Companies Amalgamation	R. H. Wyatt
214.	Swansea Harbour Trust and Swansea Dock Company	Pritt & Co.
215.	Newtown and Machynlleth Railway	Pritt & Co.
216.	South Yorkshire and North Lincolnshire Junction Railway	Edwards, Frankish, & Galland
217.	Forth and Clyde Junction Railway	Deans & Rogers
218.	Hamilton and Strathaven Railway	Deans & Rogers
219.	Metropolitan Railway	Dyson & Co.
220.	Cork and Yougal Railway	Dyson & Co.
221.	Banff, Macduff, and Turriff Extension Railway	Dyson & Co.
222.	South London Railway	Dyson & Co.
223.	Fiskerton Drainage	M'Dougall & Newall
224.	Great Yarmouth Water	M'Dougall & Newall
225.	Cannock Mineral Railway (No. 2)	M'Dougall & Newall
226.	Eastern Bengal Railway Company	M'Dougall & Newall
227.	West Metropolitan Railway and Thames Embankment	Marchant & Pead
228.	Towy Vale Railway	Dorington & Co.
229.	Coniston Railway	H. & W. Toogood
230.	Bourne and Essendine Railway	H. & W. Toogood
231.	East Suffolk Railway	Dyson & Co.
232.	Metropolitan Sewerage (Outfall to Sea)	Dyson & Co.
233.	Tipperary Joint-Stock Banking Compy.	Pritt & Co.
234.	Hull and Hornsea Railway	Edwards, Frankish, & Galland
235.	Clifton Railway	Holmes & Co.
236.	Deeside Extension Railway	Holmes & Co.
237.	Tottenham, Hornsey, and Willesden Junction Railway	Holmes & Co.
238.	Thames Embankments and Railways	Holmes & Co.
239.	St. George's Harbour Act Amendment	Holmes & Co.
240.	Newport, Abergavenny, and Hereford Railway	Dyson & Co.
241.	Doncaster and Wakefield Railway	Dyson & Co.
242.	Ipswich Water	Dyson & Co.
243.	Conway Valley Railway	Holmes & Co.
244.	Richmond and Kew Extension Railway	H. & W. Toogood
245.	Victoria Gas	H. & W. Toogood
246.	Dartmouth and Torbay Railway	H. & W. Toogood
247.	Otley and Skipton Road	H. & W. Toogood
248.	Torquay and St. Mary Church Gas	H. & W. Toogood
249.	Backwater Bridge and Road	Deans & Rogers

New County Court Rules.

SCHEDULE OF FORMS.

INDEX TO FORMS TO RULES AND ORDERS.

1. *Undertaking by next friend of infant to be responsible for Defendant's costs.*

No.

In the County Court of ——, holden at ——.

I, the undersigned, ——, being the next friend of A.B., who is an infant, and who is desirous of entering a plaint in this Court against C.D., of, &c., hereby undertake to be responsible for the costs of the said C.D., of, &c., in such cause, and that if the said A.B. fail to pay to the said C.D., when and in such manner as the Court shall order, all such costs of such cause as the Court shall direct him to pay to the said C.D., I will forthwith pay the same to the registrar of the court.

Dated this —— day of ——, 185–.

(Signed)

2. *Agreement to give jurisdiction to a County Court, under sec. 23 of 19 & 20 Vict., c. 108.*

We [*or* the respective attornies of] A.B., of, &c., and C.D., of, &c., do hereby agree that the County Court of ——, holden at ——, shall have power to try an action to be brought by A.B. against C.D., for ——, under the provisions of sec. 23 of 19 & 20 Vict., c. 108.

Given under our hands, this —— day of ——, 185- .

A.B. [*or* E.F., Attorney for A.B.]
C.D. [*or* G.H., Attorney for C.D.]

3. *Plaint-note on entering Plaint.*

In the County Court of ——, holden at ——.

(Seal.)

No. of Plaint.

A.B., Plaintiff, against C.D., Defendant.

Fees paid.

£	s.	d.

The above cause was entered this day, and will be tried at ——, on ——, the —— day of ——, at —— o'clock in the —— noon.

Dated this —— day of ——, 185–.

Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

N.B.—IF YOU OBTAIN A JUDGMENT AGAINST THE DEFENDANT, ALL MONIES ORDERED TO BE PAID THEREUNDER MUST BE PAID INTO COURT, AND MUST NOT BE RECEIVED BY YOU. (See sec. 45, of 19 and 20 Vict., c. 108.)

Bring this note when you come to the Court, or to the office, for any purpose connected with this cause. On the day of hearing bring all books, &c., necessary to prove your case.

Money will be paid out of Court ONLY on production of this note, and upon your or your agent's PERSONAL ATTENDANCE, as the book must be signed by you or your agent, and no officer of the Court is allowed to sign it as your agent.

If the defendant will consent to a judgment, or will sign a statement at the office of the registrar confessing that he owes you the money, or if you and he will sign an agreement at the registrar's office as to the amount due, &c., you will only have to pay half the usual hearing fee.

If the debt or claim exceed five pounds, you may have the cause tried by a jury, on giving notice in writing, at the registrar's office, three clear days before the hearing, and on payment of five shillings for the use of such jury.

Summonses for witnesses, and for the production of documents, may be obtained at the office upon payment of the proper fee.

4. *Letter to be sent with Summons out of District.*

No. of Plaint.

In the County Court of —— holden at ——

Sir,—I hereby request that you will serve the accompanying summons immediately, and return the enclosed copy of the same to me, with the affidavit of service required by sec. 62 of 9 & 10 Vict. c. 95. The defendant or witness is stated to reside at [*here insert the full address given in the summons.*]

Your obedient servant, ——

Registrar of the Court.

To the High Bailiff of the County Court of —— holden at——

5. *Summons to appear to a Plaint.*

No. of Plaint.

In the County Court of —— holden at ——.

(Seal.)

Between A.B., Plaintiff (*Address, Description*), and C.D., Defendant (*Address, Description*).

* [*Issued* "by leave of the Court" *or* "by leave of the registrar."]

You are hereby summoned to appear at a County Court, to be holden at —— on the —— day of —— at the hour of —— in the —— noon, to answer the Plaintiff, to a claim, the particulars of which are hereunto annexed. [*Where the amount of the claim does not exceed forty shillings, after* "claim" *strike out the words* "the particulars of which are hereunto annexed," *and state shortly the substance of the claim.*]

Dated this —— day of ——

Registrar of the Court.

* Insert this when necessary.

	£	s.	d.
Debt or claim			
Costs of plaint			
Attorney's costs *			
Total amount £			

To the Defendant.

N.B.—If you owe the money, and will consent to a Judgment, you will save half the Hearing Fee.

[*To be indorsed on the Summons.*]

If you confess the plaintiff's claim—by doing which you will save half the hearing fee—you should sign and deliver your confession to the registrar of the Court five clear days before the day of hearing; but you may deliver your confession at any time before the cause is called on, subject to the payment of any further costs which your delay may have caused the plaintiff to incur.

If you and the plaintiff can agree as to the amount due and the mode of payment, and will, before the cause is called on for trial, sign a memorandum of such agreement at the registrar's office or before an attorney, you will save half the hearing fee.

If you pay the debt and costs, as stated in the summons, five clear days before the hearing, you will avoid further costs; but you may pay the same at any time before the cause is called on for trial, subject to the payment of any further costs which your delay may have caused the plaintiff to incur.

If you admit a part only of the claim, you may, by paying into the registrar's office the amount so admitted, together with costs proportionate to the amount you pay in, five clear days before the day of hearing, avoid further costs, unless the plaintiff, at the hearing, shall prove a claim against you exceeding the sum so paid.

If you intend to rely on a SET-OFF, INFANCY, COVERTURE, a STATUTE of LIMITATIONS, or a DISCHARGE under a BANKRUPT or an INSOLVENT act, as a defence, you must give notice of such special defence to the registrar five clear days before the day of hearing, and such notice must contain the particulars required by the rules of the Court; and you must deliver to the registrar as many copies of such notice as there are plaintiffs, and an additional copy for the use of the Court. If your DEFENCE be a SET-OFF, you must, with each notice thereof, deliver to the registrar a statement of the particulars thereof. If your DEFENCE be a TENDER you must pay into Court, before or at the hearing, the amount tendered.

If the debt or claim exceed five pounds, you may have the cause tried by a jury, on giving notice in writing at the registrar's office three clear days before the hearing, and on payment of five shillings for the use of such jury.

Summonses for witnesses and for the production of documents will be issued upon application at the office of the registrar of the Court upon payment of the proper fee.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed.*] when the office will be closed at one.

N.B.—Where a plaintiff proposes to charge in the summons that the defendant has had assets, and has wasted them, commence with the above form of summons, but naming defendant as executor or administrator of the deceased, and adding:

"And the plaintiff alleges that you the defendant have money, goods, and chattels, which were the property of ——, deceased at the time of his death, and which came to your hands as executor [or administrator] of the said deceased, to be administered, and if you have not, that you have withholden and wasted the same, whereby you have become liable to satisfy the plaintiff's claim and his costs herein out of your own goods."

6. *Affidavit of Service of Summons out of the District, or where the Bailiff is unavoidably absent* (rule 26).

No. —— In the County Court of —— holden at —— (Seal).

Between A.B., Plaintiff, and C.D., Defendant.

I —— one of the bailiffs of the County Court of —— holden at —— make oath and say, that I did, on the —— day of —— 18— duly serve the defendant with a summons, a true copy whereof is hereunto annexed, marked A. at —— by delivering the same personally to the defendant [or *as the case may be*].

Sworn at —— in the county of —— the —— day of —— One thousand eight hundred and fifty——, before me

E. F. Bailiff.

* Insert this where the amount claimed exceeds £20, and an attorne has signed the particulars of plaintiff's demand.

(*Indorse the Summons or other Process thus:—This Paper marked "A" is the paper referred to in the annexed Affidavit.*

7. *Notice of Non-service of a Summons.*

No. of Plaint.—— In the County Court of —— holden at —— (Seal).

Between A.B., Plaintiff, and C.D., Defendant.

TAKE NOTICE, That the summons in this cause has not been served, for the following reason:—

Dated this —— Day of —— 185–.

To the Defendant. E.F., High Bailiff.

8. *Summons to obtain Judgment by Default on personal Service* (19 & 20 Vict. c. 108, s. 28).

No. of Plaint.—— In the County Court of —— holden at —— (Seal).

Between A.B., Plaintiff (*Address, Description*) and C.D, Defendant (*Address, Description.*

TAKE NOTICE, That, unless at least six clear days before the [*day of appearance to summons*] you return to the registrar of this court at [*place of office*] the notice given below, dated and signed by yourself, or your attorney or your agent, you will not afterwards be allowed to make any defence to the claim which the plaintiff makes on you, as per margin, the particulars of which are hereunto annexed; but the plaintiff may, without giving any proof in support of such claim, proceed to judgment and execution. If you return such notice to the registrar within the time specified, you must appear at a County Court, to be holden at —— on the —— day of —— 185–, at the hour of —— in the —— noon, to answer the above claim, which will be heard on that day.

	£	s.	d.
Claim			
Fee for plaint			
Attorney's costs ...			
Total amount of debt and costs .)			

Dated this —— day of —— 185–.

Registrar of the Court.

To the Defendant.

Notice of Intention to defend.

No. of Plaint.—— In the County Court of *—— holden at ——

(*To be filled in by registrar previous to issue of summons).

* *A.B.* v. *C.D.*

I intend to defend this cause.

Dated this —— day of —— 185–.

—— † Defendant.

[*To be indorsed on the summons.*]

If you pay the debt and costs, as per margin on the other side, into the registrar's office, before the day of hearing, and without returning the notice of intention to defend, you will avoid further costs.

If you do not return the notice of intention to defend, but allow judgment against you by default, you will *save half the hearing fee*, and the order upon such judgment will be to pay the debt and costs forthwith [*or* by instalments, *to be specified, as in plaintiff's written consent.*]

If you admit a part only of the claim, you must return the notice of intention to defend within the specified time; and you may, by paying into the registrar's office the amount so admitted, together with costs proportionate to the amount you pay in, six clear days before the day of hearing, avoid further costs, unless the plaintiff, at the hearing, shall prove a claim against you exceeding the sum so paid.

If you intend to rely on a SET-OFF, INFANCY, COVERTURE, a STATUTE OF LIMITATIONS, or a DISCHARGE under a BANKRUPT or an INSOLVENT Act, as a defence, you must, in addition to the notice of intention to defend, give to the registrar notice of such special defence six clear days before the day of hearing; and such last-mentioned notice must contain the particulars required by the rules of the Court; and you must deliver to the registrar as many copies of such notice as there are plaintiffs, and an additional copy for the use of the Court. If your DEFENCE be a SET-OFF, you must, with the notice thereof, also deliver to the registrar a statement of the particulars thereof. If your DEFENCE be a TENDER, you must pay into Court, before or at the hearing, the amount tendered.

If you give such notice of intention to defend within the time specified, you may have the cause tried by a jury, on giving notice in writing at the registrar's office, three clear days before

† Here must be signed the name of defendant, or of his attorney or agent, and in either of the last two cases the words "attorney for," or "agent for," must be added.

the hearing, and on payment of five shillings for the use of such jury.

Summonses for witnesses, and for the production of documents by them, will be issued upon application at the office of the registrar of this court upon payment of the proper fee.

Hours of attendance at the office of the registrar of this court at [*place of office*], from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

This summons must be served *personally* on the defendant twelve clear days before the day appointed for the hearing.

NOTE.—*This Summons should be printed on a half-sheet of foolscap paper, so as to enable the "Notice of intention to defend" to be torn off for transmission to the Registrar.*

9. *Consent under Sec.* 28 *of* 19 & 20 *Vict. c.* 138, *as to Time and Mode of Payment.*

No. ——.

In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant,

I [*or* the Attorney of], the plaintiff, do consent that the defendant do pay the amount claimed in this action to the registrar of the Court, on the —— day of ——, 185– [*or* by instalments of —— for every —— days, the first instalment to be paid on the —— day of ——, 185–.

Plaintiff [*or* 's Attorney.]

10. *Notice of Service or Non-service of Summons, and of Intention, or not, to defend, to be sent, under the provisions of sec.* 29 *of* 19 *&* 20 *Vict., c.* 108.

No. ——.

In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

You are hereby informed that the defendant has [*or* has not] been served with the summons issued in this action [*when he has been served, add* and that he has (*or* has not) given notice of his intention to defend the action].

Dated this —— day of ——, 185–.

Registrar of the Court.

To the Plaintiff.

11. *Summons under "The Summary Procedure on Bills of Exchange Act*, 1855."

No. of Plaint ——.

In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, (*Address, Description*), and C.D., Defendant, (*Address, Description.*)

You are hereby warned that, unless within twelve days after the personal service of this summons on you, inclusive of the day of such service, you obtain leave from the judge of this Court, or, in his absence, from the registrar of this Court, to defend this action, the plaintiff may proceed to judgment and execution.

Dated this ——day of ——, 185–.

Registrar of the Court.

To the Defendant.

N.B.—This summons must be served personally on the defendant within six calendar months from the date thereof, and not afterwards.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

Indorsement to be made on the Summons before Service thereof.

The plaintiff claims £—— for principal and interest [*or* —— balance of principal and interest], due to him as the payee [*or* indorsee] of a bill of exchange [*or* promissory note], of which the following is a copy [*here copy bill of exchange or promissory note, and all indorsements upon it,*] and also —— for noting, and the sum of —— for Court fees [and costs herein]: And if the amount thereof be paid to the registrar of the Court four days from the service hereof, no further proceedings will be taken.

Leave to defend may be obtained upon application at the office of the registrar of this Court, supported by affidavit, showing that there is a defence to the action on the merits, or disclosing facts showing that it is reasonable that the defendant should be allowed to defend the action.

Indorsement to be made on the Summons after Service.

This summons was served by —— personally on —— [*the defendant* or *the defendants*] on —— the —— day of —— 18– .

12. *Certificate of Deposit.*

In the County Court of ——, holden at

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

I do hereby certify, that the plaintiff [*or* defendant] has paid into my hands the sum of £—— [*or here state the proceeding which has rendered the deposit necessary.*]

Registrar of the Court.

Dated this —— day of ——, 185–.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

13. *Notice of Sureties.*

In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the sureties whom I propose as my security in the above cause [*here state the proceeding which has rendered the sureties necessary*] are [*here state the full names and additions of the sureties, whether housekeepers or freeholders, and their residences for the last six months, therein mentioning the county or city, places, streets, and numbers, if any*].

Dated this —— day of ——, 185–.

To the

14. *Affidavit of Justification.*

In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

I ——, of ——, one of the sureties for the defendant, make oath and say, that I am a housekeeper [*or* freeholder, *as the case may be*], residing —— [*describing particularly the county or city, the street or place, and the number of the house, if any*], that I am worth property to the amount of £—— [*the amount required by the practice of the Court*] over and above what will pay my just debts [*if security in any other action or for any other purpose, add*, and every other sum for which I am now security], that I am not bail or security in any other action or proceeding, or for any other person [*or if security in any other action or actions, add*, except for C.D., at the suit of E.F., in the Court of ——, in the sum of £——; for G.H., at the suit of I.K., in the Court of ——, in the sum of £——, *specifying the several actions, with the Courts in which they are brought, and the sums in which he has become bound*]; that this my property, to the amount of the said sum of £—— [*and if security in any other action, &c.*, over and above all other sums for which I am now security as aforesaid], consists of [*here specify the nature and value of the property in respect of which the deponent proposes to become bondsman as follows*, stock in trade, in my business of ——, carried on by me at ——, of the value of £——, of good book debts owing to me to the amount of £——, of furniture in my house at —— of the value of £——, of a freehold (*or* leasehold) farm of the value of £——, situate at ——, occupied by ——, *or* of a dwelling-house of the value of £——, situate at ——, occupied by ——, *or of other property, particularising each description of property, with the value thereof*], and that I have for the last six months resided at —— [*describing the place of such residence, or if he has had more than one residence during that period, state it in the same manner as above directed*].

Sworn, &c.

15. *Bond under Bills of Exchange Act.*

Know all men by these presents, that we, A.B., of, &c., and C.D. of, &c., and E.F. of, &c., are jointly and severally held and firmly bound to G. H. of, &c., in £—— to be paid to the said G.H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents

Sealed with our seals, and dated this —— day of —— One thousand eight hundred and ——.

Whereas an action —— has been brought in the County Court of —— holden at —— wherein the above-named G.H. is plaintiff, and the above-bounden A. B. is defendant, on a certain bill of exchange [*or* promissory note] under "The Summary Procedure on Bills of Exchange Act, 1855:"

And whereas leave has been duly given, according to the provisions of the said act, to the said A.B., to defend the said action upon his giving security, to be approved by the registrar of the Court aforesaid, for the amount claimed in the said action

and costs of trial thereof: and whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above-written obligation, for the purposes aforesaid, and the security intended to be hereby given has been approved of by —— the registrar of the said County Court, as appears by his allowance in the margin hereof; now the condition of this obligation is such, that if the above-bounden A.B., C.D., and E.F., any or either of them, shall pay unto the said G.H., his executors, administrators, or assigns, the amount claimed in the said action, and the costs of the trial thereof, upon judgment being given for the plaintiff, then this obligation shall be void, otherwise shall remain in full force.

A.B. (L.S).
C.D. (L.S).
E.F. (L.S).

Signed, sealed, and delivered by the above-bounden —— in the presence of ——

NOTE.—*If a deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a stamp.*

16. *Notice of Leave given to Defend.*

No. of Plaint. —— In the County Court of —— holden at —— (Seal).

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the defendant has obtained leave to appear at a County Court to be holden at —— on the —— day of at the hour of —— in the —— noon, to defend this action.

The defendant has obtained such leave on the ground set forth in an affidavit, a copy of which is hereunto annexed [and has paid to me the sum claimed by you, to abide the decision of the Court] [*or* has given security for the amount claimed by you, and the costs of this action].

Dated this —— day of —— 185–.

Registrar of the Court.

To the Defendant.

18. *Notice of Payment into Court of whole Claim.*

No of Plaint. ——
(Seal).

In the County Court of —— holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the defendant has paid into Court the full amount of your demand in this action, together with your costs therein.

Dated this —— day of —— 185–.

Registrar of the Court.

To the Plaintiff.

N.B.—Upon your applying for the above amount it will be necessary that you should produce the plaint-note given to you on the entry of the plaint.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

19. *Notice of Payment of Part of Claim into Court.*

No. of Plaint ——. In the County Court of ——, holden at ——. Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Take notice that the defendant has paid into Court the sum of £——, together with costs proportionate to that sum. If you elect to accept the same in full satisfaction of the sum claimed, and send to the registrar of this Court and to the defendant a written notice forthwith, by post, or by leaving the same at the registrar's office and at the defendant's place of abode or business, the action will be discontinued, and you will be liable to no further costs. In default of such notice the action may proceed, and if you do not appear at the hearing you will be liable to pay to the defendant such costs as he may incur for appearing at the hearing, or such other sum of money as the judge may order, for expenses subsequent to the payment into Court.

Dated this —— day of ——, 185–.

Registrar of the Court.

To the Plaintiff.

N.B.—Upon your applying for the above amount it will be necessary that you should produce the plaint-note given to you on the entry of the plaint.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

20. *Notice of Set-off.*

No. ——. In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that I intend at the hearing of this case to claim a set-off against the plaintiff's demand, the particulars of which set-off are annexed hereto.

Dated this —— day ——, 185–.

The Defendant.

To the Registrar of the Court.

(*The registrar is to annex to this notice the particulars of set-off, as furnished by defendant, sealed with the seal of the Court.*)

21. *Notice of Special Defence.*

No. ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that I intend, at the hearing of this cause, to give in evidence, and rely upon the following ground of defence.

Dated this —— day of ——, 185–.

The Defendant.

To the Registrar of the Court.

That I was an infant within the age of twenty-one years, when the supposed claim arose, [*or* the supposed contract or agreement was made,] and that I was born as I believe at ——, in the county of ——, on the —— day of ——.

That I am now [*or*, That I was, at the time when the supposed claim arose, *or*, the supposed contract or agreement was made,] the wife of ——, of ——. And that I was married to him at ——, in the county of ——, on the —— day of ——, and that he resides at ——, in the county of ——.

That the claim for which I am summoned is barred by a Statute of Limitations.

That I am a certificated bankrupt, and obtained my certificate from the Court [*or —— district Court*] of Bankruptcy, on the —— day of ——.

That I was duly discharged, under an Act for the Relief of Insolvent Debtors [*or* obtained a final order under the Protection Acts, 5 & 6 Vict. c. 116, and 7 & 8 Vict. c. 96,] on the —— day of ——, at the —— Court of ——, held at ——.

22. *Summons to Witness.—Rule* 47, 9 *&* 10 *Vict. c.* 95, *ss.* 85 *&* 86.

No. ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

You are hereby required to attend at [*the Court-house in* ——,] on ——, the —— day of ——, 185–, at the hour of ——, in the —— noon, to give evidence in the above cause on behalf of the [*plaintiff* or *defendant, as the case may be*], and then and there to have and produce [*state any particular documents required*], and all other books, papers, writings, and other documents relating to the said action, which may be in your custody, possession, or power. In default of your attendance you will be liable to a penalty of ten pounds, under 9 & 10 Vict., c. 95.

Dated this —— day of ——, 185–.

Registrar of the court.

To ——.

23. *Order fining a Witness for Non-attendance.*

No. ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas, ——, of ——, was duly summoned to appear as a witness in this cause at a Court this day holden, and at the time of being so summoned payment [*or* a tender of payment] of his expenses was made, according to the scale of allowance settled by the rules of practice of the County Courts; and whereas he has neglected, without sufficient cause shown, to appear at the Court [*or* to produce] [*here describe what he was required by such summons to produce*]: or * Whereas ——, being this day present in Court, and being required by the Court to give evidence in this cause, refused to be sworn, without alleging as a ground for such refusal that he had any conscientious scruples with respect to taking an oath [*or*, after being duly sworn, refused to give evidence] *or* to produce [*here describe what he was required and bound to produce*]. It is hereby ordered that the said —— shall forthwith [*or* on the —— day of ——] pay to the registrar of this Court a fine of £—— for such neglect [*or* refusal].

* Where witness is present in Court, commence form here.

Given under the seal of the Court, this —— day of —— 185–.
By the Court,
Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

24. *Warrant of Execution against the Goods of a Witness for a Fine.*

No. of Warrant ——.

In the County Court of —— holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas —— was duly summoned to appear as a witness in this cause at a Court holden at —— on the —— day of ——, and at the time of being so summoned payment [*or* a tender of payment] of his expenses was made, according to the scale of allowance settled by the rules of practice of the County Courts; and whereas he neglected, without sufficient cause shown, to appear at such Court [*or* to produce] [*here describe what he was required and bound to produce*]. * *or* Whereas —— being present in Court on the —— day of —— 185–, and being required by the Court to give evidence, refused to be sworn without alleging as a ground for such refusal that he had any conscientious scruples with respect to taking an oath, [*or*, after being duly sworn, refused to give evidence, *or* to produce, &c.], it was thereupon ordered by the Court that he should forthwith [*or* on the —— day of ——] pay to the registrar of this Court a fine of £ —— for such neglect [*or* refusal]; and whereas the said sum has not been paid according to the said order, and the judge of this Court has ordered it to be levied as hereinafter mentioned, these are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the said ——, wheresoever they may be found, within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount of such fine and the costs of this execution, and also to seize and take any money or bank-notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money belonging to him, which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of this Court, this —— day of ——, 185–.

By the Court,
Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Amount of fine			
Poundage for issuing this warrant . .			
TOTAL			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said witness.

Application was made to the registrar for this warrant at —— minutes past the hour of ——, in the —— noon of the —— day of —— 185–.

25. *Notice to be sent with all Warrants of Execution against the Goods.*

No. of Warrant.

In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the warrant of execution against your goods on the judgment obtained against you in this action is for the following amount:—

	£	s.	d.
Amount for which judgment was obtained .			
Since paid by you into Court			
Remaining due on judgment			
Poundage for issuing this warrant . . .			
Total amount to be levied . .			

The costs of keeping possession of such of your goods as may be seized is SIXPENCE IN THE POUND ON THE VALUE OF SUCH GOODS.

If you pay the amount to be levied within half-an-hour of the entry of the bailiff, you will not be required to pay to him any further sum than the amount directed to be levied as stated above.

Your goods are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at your request.

If your goods are sold, the following fees are chargeable for the appraisement and sale, and no others:—

For the appraisement SIXPENCE IN THE POUND on the value of the goods appraised, over and above the stamp duty.

For the sale, including advertisements, catalogues, sale and commission, and delivery of the goods, ONE SHILLING IN THE POUND ON THE NET PRODUCE OF THE SALE.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed,*] when the office will be closed at one.

26. *Affidavit to obtain a Warrant under s.* 31, *of* 19 *&* 20 *Vict., c.* 108.

No. of Plaint ——.

In the County Court of ——, holden at——.

Between A.B., Plaintiff, and C.D., Defendant.

I ——, of ——, the plaintiff [*or* defendant] make oath and say, that the above cause is appointed to be tried at this Court on the —— day of ——, 185–, and that E.F., now a prisoner confined in [*state the prison*], will be a material witness for me upon the said trial. And I further say, that I am advised and verily believe that I cannot safely proceed to the trial of the said cause without the testimony of the said E.F. And I do hereby make application to the judge of this Court for a warrant, in order that the said E.F. may be brought before this Court to be examined as a witness on my behalf.

Sworn at ——, in the county of ——, the —— day of ——, One thousand eight hundred and fifty ——, before me ——

27. *Warrant to bring up a Prisoner to give Evidence under s.* 81 *of* 19 *&* 20 *Vict., c.* 108.

No. of Plaint.

In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

To [*officer in whose custody the prisoner is*]

Whereas the plaintiff [*or* defendant] hath made application to me, by affidavit, for a warrant to bring up before this Court E.F., who it is said is detained as a prisoner in your custody, in order that the said E.F. may be examined as a witness on behalf of the said plaintiff [*or* defendant] in a certain cause depending in this Court between the said A.B., plaintiff, and C.D., defendant: You are therefore hereby required to bring the said E.F. before this Court at [*court-house*] on the —— day of ——, 185–, at —— o'clock in the —— noon, then and there to be examined as a witness on behalf of the said plaintiff [*or* defendant]; and immediately after the said E.F. shall have given his testimony before this Conrt, that you safely conduct him the said E.F. to the prison from which he shall have been brought under this warrant.

Given under the seal of the Court, the —— day of —— 185–.
Judge of the Court.

28. *Order for Changing the Venue under either s.* 20 *or* 22 *of* 19 *&* 20 *Vict. c.* 108.

In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered that the venue in the above cause be changed, and that the cause be sent for hearing to the County Court of ——, holden at ——.

* Where witness was present in Court, commence form here.

Given under the seal of this Court, this —— day of ——, 185–.
By the Court,
Registrar of the Court.

To the Plaintiff and Defendant.

29. *Notice, by Court to which an Action has been sent, of the Day of Hearing.*

No. ——. In the County Court of ——, holden at ——.
(Seal.)
Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the above cause has been sent for hearing to this Court, and that it is appointed to be heard in this Court on the —— day of ——, 185–, at the hour of —— in the —— noon.

Given under the seal of this Court, this —— day of ——, 185–.
Registrar of the Court.

To the Plaintiff and Defendant.

Hours of attendance at the office of the registrar [*hours of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

30. *Notice of Objection under s.* 39 *of* 19 *&* 20 *Vict. c.* 108.

No. ——. In the County Court of ——, holden at ——.
Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that, under the provisions of s. 39 of 19 & 20 Vict. c. 108, I object to this action being tried in the County Court; and I propose as my sureties [*here state the full names and additions of the sureties, whether housekeepers or freeholders, and their residences for the last six months, therein mentioning the county or city, places, streets, and numbers, if any*] [*or*, and I propose to deposit a sum of money in lieu of giving sureties.]
Defendant.

Dated this —— day of ——, 185–.

To the Registrar of the said Court.

31. *Bond under s.* 39 *of* 19 *&* 20 *Vict. c* 108.

Know all men by these presents, that we, A.B. of, &c., and C.D. of, &c., and E.F. of, &c., are jointly and severally held and firmly bound to G.H. of, &c., in £——, to be paid to the said G.H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this —— day of ——, One thousand eight hundred and ——.

Whereas an action —— has been brought in the County Court of ——, holden at ——, wherein the above-named G.H. is plaintiff, and the above-bounden A.B. is defendant.

And whereas the said A.B. has given due notice to the said G.H. of his the said A.B.'s objection to the said action being tried in the said Court, as provided by s. 39 of 19 & 20 Vict. c. 108: And whereas it is by the same section of the said statute provided, that the party who shall object shall give security, to be approved by the registrar of the Court aforesaid, for the amount claimed, and costs of trial in one of the Superior Courts of Common Law: And whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above-written obligation for the purposes aforesaid, and the security intended to be hereby given has been approved of by ——, the registrar of the said County Court, as appears by his allowance in the margin hereof: Now the condition of this obligation is such, that, if the above-bounden A.B., C.D., and E.F., any or either of them, shall pay unto the said G.H., his executors, administrators, or assigns, the costs of the trial in one of the Superior Courts of Common Law, and the amount for which a verdict may pass against the said A.B., then this obligation shall be void, otherwise shall remain in full force.

A.B. (L.S.)
C.D. (L.S.)
E.F. (L.S.)

Signed, sealed, and delivered by the above-bounden ——, in the presence of ——.

NOTE.—*If a Deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a stamp.*

32. *Consent that such Court shall decide in an Action where Title has incidentally come in question.*

In the County Court of ——, holden at ——.
Between A.B., Plaintiff, and C.D., Defendant.

We [*or*, the respective Attorneys of], the plaintiff and defendant, do hereby, under the provision of sect. 25 of 19 & 20 Vic. c. 108, consent that this action shall be decided by the udge of this Court.

Given under our hands, this —— day of —— 185–.
Plaintiff [*or's* Attorney].
Defendant [*or's* Attorney].

33. *Notice to be sent to both Parties under sect.* 26 *of* 19 *&* 20 *Vict. c.* 108.

In the County Court of —— holden at ——.
(Seal).

Whereas, under the provision of sect. 26 of 19 & 20 Vict. c. 108, an action commenced in the Court of [*Name of Superior Court*], wherein A.B. of, &c., is plaintiff, and C.D. of, &c., is defendant, has been ordered by [*name of judge of Superior Court*] to be tried in this Court.

Take notice, that the said action will be heard in this Court on the —— day of —— at the hour of —— in the ——noon.

Given under the seal of the Court, this —— day of —— 185–.
Registrar of the Court.

To Plaintiff and Defendant.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

34. *Registrar's Notice of Jury.*

No. ——. In the County Court of —— holden at ——.
(Seal).
Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that this cause will be tried by a jury, the —— having demanded a jury therein.

Dated this —— day of —— 185–.
Registrar of the Court.

To the Plaintiff [*or* Defendant].

35. *Summons to Jurors* (Rule 70. 9 & 10 Vict. c. 95, s. 72).

In the County Court of —— holden at ——.
(Seal).

Whereas —— was duly summoned to appear and serve this day as a juror in this Court, upon the trial of the cause or causes to be tried by jury at this Court; and whereas he has neglected, without sufficient cause shown, to appear and serve as a juror at this court: It is hereby ordered, that he shall forthwith [*or* on the —— day of ——] pay to the registrar of the Court a fine of £—— for such neglect.

Given under the seal of the Court, this —— day of ——.
By the Court.
Registrar of the Court

To Plaintiff and Defendant.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

To be continued

Sittings Papers.

IN CHANCERY.—HILARY TERM, 1857.

LORD CHANCELLOR.

At Westminster.

Monday, Jan. 12...App. Mtns. & Apps.

At Lincoln's Inn.

Tuesday 13...Petitions & Apps.
Wednesday 14 } Appeals.
Thursday 15 }
Friday 16 }
Saturday 17 }
Monday 19...App. Mtns. & Apps.
Tuesday 20 }
Wednesday 21 }
Thursday 22 } Appeals.
Friday 23 }
Saturday 24 }
Monday 26...App. Mtns. & Apps.
Tuesday 27 }
Wednesday 28 } Appeals.
Thursday 29 }
Friday 30...Petitions & Apps.
Saturday 31...App. Mtns. & Apps.

MASTER OF THE ROLLS.

At Westminster.

Monday, Jan. 12...Motions.

At Chancery Lane.

Tuesday 13...Ptns. in Gen. Paper.
Wednesday 14 } Pleas, Demurrers,
Thursday 15 } Exons., Causes,
Friday 16 } Claims, and F. D.
Saturday 17 }
Monday 19...Motions.
Tuesday 20 }
Wednesday 21 } Pleas, Demurrers,
Thursday 22 } Exons., Causes,
Friday 23 } Claims, and F. D.
Saturday 24 }
Monday 26...Motions
Tuesday 27 } Pleas, Demurrers.
Wednesday 28 } Exons, Causes,
Thursday 29 } Claims, and F. D,
Friday 30...Ptns. in Gen. Paper
Saturday 31...Motions.

Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday*. Unopposed Petitions *to be taken first*.

NOTICE.—Consent Petitions must be presented and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.

At Westminster.

Monday Jan. 12...Appeal Motions.

At Lincoln's Inn.

Tuesday	13	App. Mtns. & Apps.
Wednesday	14	Appeals.
Thursday	15	
Friday	16	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday	17	Appeals.
Monday	19	App. Mtns. & Apps.
Tuesday	20	Appeals.
Wednesday	21	
Thursday	22	
Friday	23	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday	24	Appeals.
Monday	26	App. Mtns. & Apps.
Tuesday	27	Appeals.
Wednesday	28	
Thursday	29	
Friday	30	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday	31	App. Mtns. & Apps.

V. C. SIR R. T. KINDERSLEY.

At Westminster.

Monday, Jan. 12...Motions.

At Lincoln's Inn.

Tuesday	13	Pleas, Demrs., Ex.,
Wednesday	14	Causes, Claims, &
Thursday	15	F. D.
Friday	16	Ptns. (unop. first)
Saturday	17	Sht. Causes, Sht. Claims & Causes
Monday	19	Mtns. & Gen. Paper
Tuesday	20	Pleas, Demrs., Ex.,
Wednesday	21	Causes, Claims, &
Thursday	22	F. D.
Friday	23	Ptns. (unop. first)
Saturday	24	Sht. Causes, Sht. Claims, & Causes.
Monday	26	Mtns. & Gen. Paper
Tuesday	27	Pleas, Demrs., Ex.,
Wednesday	28	Causes, Claims, &
Thursday	29	F. D.
Friday	30	Ptns. (unop. first)
Saturday	31	Mtns., Sht. Causes, Sht. Cl., & Causes

V. C. SIR JOHN STUART.

At Westminster.

Monday, Jan. 12...Motions.

At Lincoln's Inn.

Tuesday	13	Pleas, Demrs., Ex.,
Wednesday	14	Causes, Claims, &
Thursday	15	F. D.
Friday	16	Ptns. & Gen. Paper
Saturday	17	Sht. Causes and Cl., & Gen. Paper
Monday	19	Mtns. & Gen. Paper
Tuesday	20	Pleas, Demrs., Ex.,
Wednesday	21	Causes, Claims, &
Thursday	22	F. D.
Friday	23	Ptns. & Gen. Paper
Saturday	24	Sht. Causes and Cl., & Gen. Paper
Monday	26	Mtns. & Gen. Paper
Tuesday	27	Pleas, Demrs., Ex.,
Wednesday	28	Causes, Claims, &
Thursday	29	F. D.
Friday	30	Ptns. & Gen. Paper
Saturday	31	Motions.

V. C. SIR WILLIAM P. WOOD.

At Westminster.

Monday, Jan. 12...Motions.

At Lincoln's Inn.

Tuesday	13	Pleas, Demrs., Ex.,
Wednesday	14	Causes, Claims, &
Thursday	15	F. D.
Friday	16	Ptns. Sht. Causes & Cl., & Gen. Paper
Saturday	17	Mtns. & Gen. Paper
Monday	19	Pleas, Demrs., Ex.,
Tuesday	27	Causes, Claims, &
Wednesday	21	F. D.
Thursday	22	
Friday	29	Ptns. Sht. Causes & Cl., & Gen. Paper
Saturday	24	Mtns. & Gen. Paper
Monday	26	Pleas, Demrs., Ex.,
Tuesday	27	Causes, Claims, &
Wednesday	28	F. D.
Thursday	29	
Friday	30	Mtns. & Gen. Paper
Saturday	31	

Claims will be taken in precedence of the General Paper every *Saturday*.

AT COMMON LAW—IN AND AFTER HIL. TERM, 1857.

Queen's Bench.

IN TERM.

MIDDLESEX.		LONDON.	
1st Sitting ... Wednesday...	*Jan.* 14	1st Sitting ... Monday...	*Jan.* 19
2nd Sitting ... Wednesday...	„ 21	2nd Sitting ... Monday...	„ 26
3rd Sitting ... Wednesday...	„ 28		

For undefended Causes only.

AFTER TERM.

Monday ..... *Feb.* 2 | Wednesday ..... *Feb.* 11

The Court will sit at ten o'clock every day.

The Causes in the list for each of the above Sitting Days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such Sitting Days.

Common Pleas.

IN TERM.

MIDDLESEX.		LONDON.	
Friday	*Jan.* 16	Tuesday	*Jan.* 20
Friday	23	Tuesday	27

AFTER TERM.

Monday ..... *Feb.* 2 | Wednesday ..... *Feb.* 11

The Court will sit during and after Term at ten o'clock.

The Causes in the list for each of the above Sitting Days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such Sitting Days.

Exchequer of Pleas.

IN TERM.

MIDDLESEX.		LONDON.	
1st Sitting ... Tuesday	*Jan.* 13	1st Sitting ... Monday.....	*Jan.* 19
2nd Sitting ... Wednesday...	21	2nd Sitting ... Monday.....	26
3rd Sitting ... Wednesday...	28		

AFTER TERM.

Monday ..... *Feb.* 2 | Wednesday ..... *Feb.* 11

The Court will sit in and after Term at ten o'clock.

The Court will sit in Middlesex, at Nisi Prius, in Term, by adjournment from day to day, until the Causes entered for the respective Middlesex Sittings are disposed of.

Cause Papers.

Chancery.

CAUSE LIST FOR HILARY TERM, 1857.

☞ *The following abbreviations have been adopted to save space:—*

A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Csts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. D.* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearing—*S. O.* Stand Over—*Sh.* Short.

LORD CHANCELLOR.

Appeals.

Elliott *v.* Ince
Elliott *v.* Ince
Penny *v.* Allen
Davis *v.* Chambers
In Re William Thomas
Langley *v.* Thomas
Archer *v.* Harrison
Osborne *v.* Jullien

MASTER OF THE ROLLS.

Causes, &c.

Johnson *v.* Atkinson (Ex. to ansr.)
Crowther *v.* Crowther (D.)
Cochrane *v.* Beaumont (M. for dec.)
Green *v.* Long (F. C.)
In re Brewer's Estate
Brewer *v.* Pocock (F. C.)
Palmer *v.* Ward (F. C. and sumns.)
Timewell *v.* Brown (F. C. and petn.)
The Off.-Man. of Royl Bank of Australia *v.* Pryme (M. for dec.)
Edwards *v.* Ryder, do.
Cunliffe *v.* Hall (4) (F. D. and csts.)
Chichester *v.* Chichester (M. for dec.)
Holl *v.* Gordon (2) (Ex. & F. D. & csts.)
Gordon *v.* Low (3) (F. D. and csts.)
Attorney-General *v.* Calvert (Cause)
Tweedale *v.* Tweedale (M. for dec.)
Tweedale *v.* Tweedale (do.)
Att-Gen. *v.* Wyggeston Hospital (2) (Fur. dirs. and costs)
Reade *v.* Lowndes (M. for dec.)
Simpson *v.* North (M. for dec.)
Irwin *v.* Hamer (Cause)
Smedley *v.* Varley (M. for dec.)
May *v.* Biggenden (4) (F. con.)
Sanderson *v.* Birkett (F. C.)
James *v.* Homes (Cause)
Stainton *v.* Carron Co. (M. for dec.)
Lyon *v.* Lumley (Cause)
Lakeman *v.* Agua Fria Gold Mining Co. (M. for dec.)
Earl Lanesborough *v.* Moore (do.)
Palmer *v.* Brian (Cl.)
Newbegin *v.* Bell (F. C.)
Green *v.* Nixon (M. for dec.)
Att.-Gen *v.* Mayor, &c., of London (Cause)
Att.-Gen. *v.* Mansfield School (F. D. and csts. and 2 ptns.
Graham *v.* Lee (M. for dec.)
Hart *v.* Horner (do.)
Spencer *v.* Pearson (do.)
Stanley *v.* Jackman (Cause)
Jonassohn *v.* Shaw (M. for dec.)
Douglass *v.* Archbutt (Cause)
Baxter *v.* Baxter (F. C.)
Knight *v.* Pocock (M. for dec.)
Brocas *v.* Lloyd (Cause)
Burrow *v.* Moore (do.)
Cowell *v.* Gatcombe (M. for dec.)
Rawlings *v.* Pearson (do.)
Rawlings *v.* Rawlings (2) (Cause)
Rawlings *v.* Bluett (Cause)
Gibson *v.* Garnett (do.)
Wilkinson *v.* Duncan (M. for dec.)
Hoskins *v.* Manley (Cause)
Jones *v.* Kilburn (M. for dec.)
Elliott *v.* Wilson (do.)
Stephens *v.* Stone (do.)
Preston *v.* Preston (F. C.)
Dugard *v.* Rea (Cause)
Anderson *v.* Anderson (M. for dec.)
Pooley *v.* Warwick (do.)
Healey *v.* McMurray (do.)
Gorbell *v.* Davison (3) (F. C.)
Gully *v.* Cregoe (M. for dec.)
Wing *v.* Roof (Cl.)
Ellis *v.* Baker (M. for dec.)
Faulkner *v.* Jeffery (F. C. and M.)
Knight *v.* Knight (M. for dec.)
Chambers *v.* Elliott (F. C.)
Biron *v.* Mount (Cause sh.)
Blagrove *v.* Coore (F. C.)
Hanbury *v.* Stickney (Cl.)
Holman *v.* Clarke (F. C.)
Meredith *v.* Vick (do.).
Chester *v.* Urwick (do.)
In re Reeve (do.)
Moxon *v.* Reeve (do.)
Maxwell *v.* Port Tennant Patent Steam Fuel and Coal Co. (Cause)
Fuller *v.* Green (F. D. and csts.)
Burnaby *v.* Cooper (M. for dec.)
Pollard *v.* Pollard (F. C.)
Tracey *v.* Brainbridge (F. C.)
Rayner *v.* Tate (M. for dec.)
Fyfe *v.* Arbuthnot (do.)
Baker *v.* Ellis (M. for dec.)
Harris *v.* Whitaker (Cause sh.)
Anderson *v.* Abbot (M. for dec.)
Moffett *v.* Bates (do.)
Jones *v.* Thompson (do.)
Regent's Canal Co. *v.* Ware (do.)
Hodgson *v.* Hartley (do.)
Morrell *v.* Butterfield (do.)
Ward *v.* May (do.)
Chorley *v.* Bellett (M. for dec.)

LORDS JUSTICES.

Appeals.

Liddiard *v.* De Rutzen
Clegg *v.* Edmondson (20*th Jan.*)
Clegg *v.* Edmondson (20*th Jan.*)
Gray *v.* Addison (*after Term*)
Hopwood *v.* Hopwood (postponed at request of the parties)
Parr *v.* Jewell (pt. hd.)
Wolley *v.* Jenkins
Coore *v.* Todd
Farebrother *v.* Wodehouse
Manser *v.* Dix
Eaton *v.* Hazell (2)
Stephens *v.* Powys
Crook *v.* Whitley

Causes.

Clegg *v.* Edmondson (Cause *Jan.* 20)
Stronge *v.* Hawkes (F. D. and csts. and 4 ptns. pt. hd.
Corley *v.* Lord Stafford (Cl.)
Campbell *v.* Corley (Cause).

VICE-CHANCELLOR SIR R. T. KINDERSLEY.

Causes, &c.

Champneys *v.* Buchan (Cause pt. hd.)
Leggo *v.* Richards (Ex. to A.)
Potter *v.* Parry (Cl.)
Ashcroft *v.* Powell (F. C.)
Ashcroft *v.* Powell (F. C.)
Taylor *v.* Coates (Cause)
Fenton *v.* Clayton (F. C.)
Fenton *v.* Clark (F. C.)
Roberts *v.* Snead (F. D. & csts.)
Roberts *v.* Lewis (F. D. & csts.)
Buckeridge *v.* Whalley (Cause)
Buckeridge *v.* Whalley (Cause)
Lee *v.* Lee (6) (F. D. and csts.)
Lee *v.* Lee (6) (do.)
Nokes *v.* Gibbon (Cause)
Ewart *v.* Williams (Ex. to Master's report)
Williams *v.* Ewart (Ex. to Master's report)
Dickenson *v.* Wolferstan (F. D. and csts. and petn. pt. hd.
Hue *v.* French (F. C.)
French *v.* French (F. C.)
Caddick *v.* Skidmore (Cause)
Perfect *v.* Stockwell (M. for dec.)
Moore *v.* Morris (M. for dec.)
Saunders *v.* Saunders (Cause)
Whatley *v.* Matthews (F. C.)
In re Mellersh (Sumns. to vary certific.)
Stillwell *v.* Mellersh (Sumns. to vary certific.)
Stillwell *v.* Mellersh (Sumns. to vary certific.)
Duffort *v.* Arrowsmith (M. for dec.)

In re Mellersh } (Sumns. to
Stillwell v. Mellersh } vary certfe.)
Lilley v. Medlycott } (F. D. & csts.)
Lilley v. Lilley }
Stillwell v. Mellersh (Cause) ,
csts. and 4 ptns.

Brandon v. Brandon (12) (F. D. and
Cannock v. Jauncey (Cause)
Cannock v. Higgins (M. for dec.)
Watson v. Hanbury } (F. D. & csts.)
Watts v. Hanbury }
Boddington v. Boddington (F. C.)

VICE-CHANCELLOR SIR JOHN STUART.

Causes, &c.

Bates v. Christ College Cambridge (Ex. to ansr.)
Sadler v. Mayhew (Ex. to ans.)
Barclay v. Pead (Pl.)
Snow v. Dun (F. D. and csts.)
Simpson v. Chapman (F. C. & M., *After Term*)
Jones v. Jones (M. for dec.)
Perens v. Johnson (Cause)
Sayers v. Gardiner (do.)
Dean v. Hall (6) (F. D. and csts.)
Booth v. Coulton (F. C.)
Harries v. Vaughan (Cause, *Jan.* 19)
Stevens v. Jardine (M. for dec.)
Kidhill v. Farnell (do.)
Oxenden v. Oxenden (F. C.) [sh.]
McIntosh v. Gt. West. Ry. Co. (Cause)
Willie v. Green (F. C.)
Fall v. Elkins (Cl.)
Jones v. Jones (Cause)
De Murietta v. De Murietta (M. for dec.)
Barber v. Jones (do.)
Forster v. Blast (Cl.)
Re Meacock } (Adjd. smns.
Denton v. Stansfield } and cause)
Stansfield v. Denton }
Palmer v. Dugard (M. for dec.)
Plummer v. Drayson (do.)
Cochrane v. Phillips (Cause)
Ashton v. Wood (F. C.)
Shuttleworth v. Coote (Cl.)
Hayes v. Brien (M. for dec.)
Crompton v. Emery (do.)
Armytage v. Law (Cause)
Hirtzel v. Mules (M. for dec.)
Russell v. Green (Cause)
King v. Roe (F. C.)
Re Mutter (F. F.)

Mutter v. Hudson } (F. C.)
Hurford v. Hudson }
Bullocke v. Crow (2) (Cause)
Greenwood v. Greenwood (do.)
Grundy v. Horrox (M. for dec.)
Potter v. Phillips (F. C.)
Holcombe v. Hoskins (M. for dec.)
Prothero v. Phelps (F. C.)
Pain v. Coombs (M. for dec.)
Leyland v. Illingworth (do.)
Jowett v. Bentley (Cause)
Nunn v. Edge (do.)
Wood v. Fletcher (do.)
Kay v. Crook (4) (do.)
Hopcraft v. Brooke (M. for dec.)
Brown v. Foster (F. D. and csts.)
Roderick v. Brandon (F. C.)
Beswicke v. Beswicke (F. D. & csts.)
Robson v. Earl of Devon (Cause)
Horne v. Warr (F. C.)
Mason v. Sherwood (M. for dec.)
Johnson v. Perreus (Cross cause)
Jackson v. Deffell (5) (F. D. & csts.)
Seaman v. Rackham (3) (do.)
Lewis v. Thomas (Cause)
Smith v. Lakeman (F. C.)
Hiddiard v. De Rutzen (Cause)
Re Arbouin } (F. C.)
Arbouin v. Arbouin }
Newell v. Fleetwood (M. for dec.)
Cholmeley v. Cholmeley (do.)
Cholmeley v. Cholmeley (do.)
Devoy v. Devoy (do.)
Tucker v. Billing (F. C.)
Conduitt v. Foxhall (Cause)
Neale v. Smith (M. for dec.)
Thackwell v. Masefield (do.)
Nettlefold v. Warren (do.)
Lett v. Crystal Palace Co. (Cause)

VICE-CHANCELLOR SIR W. P. WOOD.

Causes, &c.

Bayley v. Hand (Ex. to ansr)
Kennard v. Westrup (Cause)
Clarke v. Ronald (do., *Easter Term*)
Janes v. Pare } (Cause)
Murray v. Pare }
Nicholls v. Haviland } (M. for dec.
Haviland v. Haviland } F. C.)
Fraser v. Kershaw (M. for dec.)
Beck v. Kantorowicz (M. for dec.)
Nott v. Thomas (M. for dec.)
Benyon v. Simpson (M. for dec.)
Barwell v. Bickingsale (do., *Jan.* 30)
Taylar v. Millington (M. for dec.)
Muskett v. Muskett (Cause)
Mornington v. Keane (do.)
Todd v. Studholme (do.)
Dewsbury v. Dewsbury (do. *Jan.* 21)
McLaren v. Raines (Special case)
Freeth v. Freeth (M. for dec.)
Re Holmes } (F. C. & cause)
Holmes v. Holmes }
Smith v. Harrison (M. for dec.)
Smith v. Long (do.)
Moyle v. Rogers (do.)
Cox v. Cox (Cause)
Houchin v. Gallaway (do.)
Manby v. Bewicke (do.)
Cresswell v. Hankins (do.)
Cook v. Hudson (do.)
Lloyd v. Howell (do.)
Douglas v. Lond. & N. W. Ry. Co. (Cl.)
Vincett v. Brookman (M. for dec.)
Smith v. Liddiard (do.)

Willson v Williams (Cause)
Lonsdale v. Berchtoldt (2) (F. C.)
Burton v. Powers (special case)
Gardner v. Austin (M. for dec.)
Lyle v. Earl of Yarborough (Cause)
Read v. Learmount (M. for dec.)
Kelsey v. Marchant (Cause)
Harris v. Combe (M. for dec.)
Welby v. Bowyer (do.)
Manby v. Manby (Cause)
Waller v. Holmes (F. C.)
Gardiner v. Tarrant (do.)
Bulkeley v. Mousley (Cause)
Kennard v. Westrup (do.)
Timmis v. Sweetman (do.)
Cowley v. King (Claim)
Hope v. Potter (special case)
Chatfield v. Berchtoldt (F. C.)
Carter v. Green (M. for dec.)
Withey v. Crew } F. C.)
Watson v. Murray } (M. for dec)
Watson v. Sturgis }
Sheppard v. Oxenford (Cause P. C.)
Coles v. Courtenay (F. C.)
Walders v. Hyams (M. for dec.)
Weston v. Collins (Cl.)
Petty v. Cockerill (F. C.)
Thompson v. Baxter (Cl.)
Wylde v. Murray } (Cause)
Sturgis v. Murray }
Mackerell v. Wolff (M. for dec.)
The Marchioness of Londonderry v. Bramwell (do.)

Queen's Bench.

ENLARGED RULES.

To the First Day of Term.

Robinson & Anr. v. Hunter & Anr.
Hunter & Anr. v. Robinson & Anr.
In the matter of W. H. King.
In the matter of an arbitration between Rd. T. Deere and Others.
Lewis v. Tomkins.
The Queen v. F. Starr.

The Queen v. T. Bent & Anr., justices.
The Queen v. R. W. Peirse, registrar of deeds.
The Queen v. T. Paynter, Esq., metropolitan police magistrate.
The Queen v. W. Parker & Others, justices.

To the Eighth Day of Term.

In the matter of Thomas Francis Richards.

To Wednesday, Jan. 28.

The Queen v. Henry Lees, late clerk to Commissioners for Lighting.

NEW TRIALS.

FOR ARGUMENT.

Moved in Trinity Term, 1856.

London. Cooke v. Baynton (not to be taken until case in Crown paper argued).

Michaelmas Term, 1856.

Middlesex. Beattie v. The London, Brighton, and South Coast Railway Co. (appointed for the 2nd day of Term).
London. Bovill v. Keyworth & Anr. (appointed for the 2nd day of Term).
Stafford. Mathews & Anr. v. The Oxford, Worcester, and Wolverhampton Railway Company.
" Mathews v. Same.
Monmouth. Brown v. The Newport Dock Co. (part heard).
Essex. Lister v. Leather (appointed for the 2nd day of Term).
Surrey. Stiff v. Smith.
" Brittain v. The London & North Western Railway Co.
" Hadley & Anr. v. Cave.
" Ward v. Lee & Another.
Somerset. Woodland v. Fear.
Bristol. Harris v. Bevan.
York. Badger & Anr. v. The South Yorkshire Railway & River Dunn Co.
" Freeman v. Freeman.
" Race v. Ward & Others.
" Murgatroyd v. Robinson.
" Cass v. Thomson.
" Hall v. Carlton.
Durham. Mayors v. Edmands.
Liverpool. Firth v. Goodwin.
" Harrison & Another v. Ellis.
Recorder of Manchester. Green v. Saddington.

Tried during Term.

Middlesex. Fisher v. Jordan.
London. Sloper v. Cottrell.

Standing for Judgment.

Liverpool. Gee v. Ward.
London. Humfrey v. Dale and Others.
" Ingram v. Barnes.

SPECIAL PAPER.

FOR ARGUMENT.

Dem. Chamberlaine v. Willoughby & Another (stands over).
" Pooley v. Harradine.
" Aldham & Another v. Brown.
" Thompson v. Reynolds.
" Morgan v. Gray.
" Poole, executrix, &c., v. Prew.
" Trafalgar Life Assurance Association v. Beauvolsin.
Co. Ct. Ap. Evans v. Mathias and Another.
Dem. Curlewis v. The Earl of Mornington, administrator, &c.
Sp. Case. Brocklehurst & Another v. Lowe.
Dem. Bold v. Williams.
Sp. Case. Blackwell & Another v. Wheatcroft.
Dem. Davison v. Duncan & Another.

STANDING FOR JUDGMENT.

Martin & Another v. Roe, clerk.
Pemberton, executor, &c., v. Chapman, P.O.
Knowles v. Trafford & Another.

CROWN PAPER.

Saturday, Jan. 17.

Middlesex. Reg. v. The West Middlesex Water Works Co.
" Reg. v. St. Giles-in-the-Field.
Nottinghamshire. Reg. v. Thomas Marris and Others.
Gloucestershire. Reg. v. Westbury-on-Trym.

Common Pleas.

ENLARGED RULES.

To the Fifth Day of Term.

In re Oxlade v. North Eastern Railway Co.
" Ransome & Another v. Eastern Counties Railway Co.
" Harridane and Another v. Same.
Herbert v. Wilson.
O'Brien v. Don.

To the Second Day.

In re Barrett v. Great Northern Railway Co. and Midland Railway Co.

NEW TRIALS.

Moved in Michaelmas Term, 1856.

London. Dobson & Another v. Hudson & Another.
" Loder v. Kekulé.
" Patrick & Another v. Reynolds.
" Tetley v. Easton & Another.
" Smith v. Neale.
" Smith v. Woodfine.
Sussex. Cox v. Leach.
Middlesex. Doust v. Matthews.
Suffolk. Moore v. Webb.
London. Campbell v. Corley.
Somerset. White v. Great Western Railway Co.
London. Taylor & Another v. Stray.
" Cockerell v. Ancompte.

SPECIAL PAPER.

Friday, Jan. 16.

Dem. Tobias v. Jarchow.
App. London & N. W. Railway Co., app., Grace, resp.
" Widders, app., Gorton, resp.
Dem. Harlor v. Carpenter.
" Hall v. Conda & Another.
" Hemans v. Dicciotto.

STANDING FOR JUDGMENT

Sampson v. Hoddinott.
Frazer v. Hutton & Another.
Swinfen v. Swinfen.

Exchequer of Pleas.

Monday,	Jan. 12	.....Motions and peremptory paper.
Tuesday,	,, 13	.....Peremptory paper, errors, and motions.
Thursday,	,, 15	.....Circuits chosen.
Monday,	,, 19	.....Special paper.
Wednesday,	,, 21	.....Special paper.
Saturday,	,, 24	.....Crown cases.
Monday,	,, 26	.....Special paper.

PEREMPTORY PAPER.

To be called on the first day of the Term after the motions, and to be proceeded with the next day, if necessary, before the motions.

Whaley *v.* Laing.
Dickin *v.* Jukes and Another.
Lawford *v.* Partridge and Another.
In the matter of the arbitration between T. R. Avery & F. L. Laurent.
Heard *v.* Edey.

NEW TRIALS.

FOR ARGUMENT.

London.	Bovill *v.* Pimm & Another.
Guildford.	Smith *v.* Winder.
Gloucester.	Degg Administratrix, &c., *v.* Midland Railway Company.
Monmouth.	Collis *v.* Stack.
Winchester.	Tooker *v.* Smith.
Bodmin.	Martyn *v.* Williams.
Wells.	Dudden *v.* Guardians of Clutton Union.
,,	Mackey *v.* Moore.
York.	Freshney & Another *v.* Carrick & Another.
,,	Oxlade *v.* North-Eastern Railway Company.
Durham.	Davison & Others *v.* Gent.
Lancaster.	Warburton *v.* Parke.
,,	Allen *v.* Gibson.
Liverpool.	Pyer *v.* Carter.
,,	Pigot *v.* Cadman.
,,	Hudson *v.* Rawle.
,,	Scott *v.* Mayor, &c., of Manchester.
,,	Croockewit *v.* Fletcher & Another.
Cambridge.	Gelen *v.* Hall.
,,	Gelen *v.* Hall.
Huntingdon.	Brown *v.* Slatcher.
Warwick.	Brown *v.* Foster.
Chester.	Shuttlebottom *v.* Allday.
Middlesex.	Thomas *v.* Packer.
,,	Nelson *v.* Ashwin.
,,	Owen *v.* Brandum.
London.	Mathew *v.* Blackmore.

FOR JUDGMENT.

Middlesex.	Howard *v.* Palmer.
London.	Kemp & Another *v.* Covington & Another.
,,	Marriage *v.* Eastern Counties & London & Blackwall Railway Company.

SPECIAL PAPER.

FOR ARGUMENT.

Sp. Case.	Doe d Hughes & Others *v.* Probert.
,,	Dennison *v.* Holiday & Others.
Dem.	Rogers *v.* Taylor.
,,	Rogers *v.* Williams.
Sp. Case.	Morgan *v.* The Corporation of Birmingham.
Dem.	Brewer *v.* Dimmack & Another.
Sp. Case.	The Guardians of the Wycombe Union *v.* The Guardians of the Eton Union.
Dem.	Allan, Administratrix, &c., *v.* Dunn.
,,	Carlyon *v.* Lovering & Others.
,,	Peddell *v.* Gwyn.
,,	Macnaught & Another *v.* Russell.
Sp. Case.	Sharp *v.* Gibbs & Others.
Appeal.	Levick *v.* Carline & Another, Trustees, &c.
Dem.	Churchward *v.* Foss.
,,	Degg, Administratrix, &c., *v.* The Midland Railway Company.
,,	Lyndon & Stanbridge, Town Clerk, &c.
,,	Sloan *v.* Day.
,,	Ellis *v.* The London & South-Western Railway Company.
,,	Kirk & Another *v.* Gibbs & Others.
,,	Knight & Another *v.* The Gravesend & Milton Water Works Company.
Appeal.	Clark *v.* Thomas.
Sp. Case.	Turner & Another *v.* Jones.

FOR JUDGMENT.

Sp. Case.	Oldershaw & Another, Executrix & Executor *v.* King.
,,	Pochin *v.* Duncombe.
,,	Barber *v.* Jessopp, clerk.

Births, Marriages, and Deaths.

PROFESSIONAL LIST.

BIRTHS.

HOOPER—On Jan. 4, the wife of Thomas J. Hooper, solicitor, Biggleswade, Beds, of a daughter.

MARRIAGES.

ARRINDELL—ROSS—On Dec. 2, at the Cathedral, George-town, Demerara, by the Right Rev. the Lord Bishop of the Diocese, the Rev. Richard Legg, Webber, M.A., Chaplain to the Bishop, to Henrietta Porter, youngest daughter of John Ross, Esq., late of the Island of St. Croix, M.D., deceased, and grandniece of his Honour William Arrindell, of Lincoln's-inn, barrister-at-law, Chief Justice of British Guiana.

DOWSE—SHEPPARD—On Jan. 6, at the Church of the Holy Trinity, Pimlico, by the Rev. C. F. Secretan, incumbent, assisted by the Rev. H. Hampton, incumbent of St. Luke's, Camden-road, James Hallett, eldest son of Wm. Sheppard, Esq., Egremont Cheshire, to Britannia Catherine, youngest daughter of W. H. Dowse, Esq., barrister-at-law.

FOULKES—DARNELL—On Dec. 27, at the parish church of Speldhurst, Kent, by the Rev. D. Darnell, vicar of Welton, near Daventry, uncle of the bride, assisted by the Rev. J. J. Saint, rector of Speldhurst, Francis Foulkes, Esq. barrister-at-law of the Middle Temple, London, son of the late Edward Foulkes, Esq., of Manchester, to Jane Martha, eldest daughter of the Rev. James Darnell, of Rusthall, Tunbridge-wells.

MORRIS—SEARBY—On Jan. 6, at Bradford, Yorks, by the Rev. J. Cooper, assisted by the Rev. J. Burnett, LLD., Mr. Wright Searby, of Norwich, to Frances Ann, daughter of the late Rev. Wm. Robinson, M.A., incumbent of Langriville, Lincolnshire, and niece to John Morris, Esq., solicitor, of Bradford.

SPARROWE—SNELL—On Jan. 1, at Poslingford, in the county of Suffolk, by the Rev. W. L. Suttaby, vicar, John E. Sparrowe, Esq., of Ipswich, coroner for the county, to Frances, youngest surviving sister of John F. Snell, Esq., of Wentford House, Poslingford.

DEATHS.

JOHNSON, JOHN, Esq., barrister-at-law, at his residence in Kentish-town, on Dec. 30, aged 59.

KEKEWICH, GEORGE GRANVILLE, Esq., Judge of the County Courts of Cornwall, at Summerlands, Exeter, on Jan. 7, aged 55.

LYS, CAROLINE BRUCE, second daughter of the late Thomas Lys, Esq., solicitor, at Horbury-terrace, Notting-hill, on Jan. 4, aged 68.

PRESSLY, ANNE, the wife of Charles Pressly, Esq., Chairman of the Board of Inland Revenue. Somerset House, after a short illness, at Surbiton-hill, Kingston, Surrey, on Jan. 7.

Lectures and Meetings of Societies.

GRESHAM LECTURES.—HILARY TERM, 1857.

THE Lectures founded by Sir Thomas Gresham will be read to the public, gratis, during this term, in the Theatre of Gresham College, Basinghall-street, in the following order:

In Latin at 12 o'clock at noon, and IN ENGLISH at 1 o'clock in the afternoon; except that there is no music lecture in Latin, and that the geometry and the music lectures in English are delivered at 7 o'clock in the evening.

ASTRONOMY.—Rev. Joseph Pullen, M.A., Monday, Jan. 12, Tuesday, 13th, Wednesday, 14th.

PHYSIC—H. H. Southey, M.D., F.R.S., Thursday, Jan. 15, Friday, 16th, Saturday, 17th.

DIVINITY—Rev. H. J. Parker, M.A., Monday, Jan. 19, Tuesday, 20th, Wednesday, 21st.

LAW—William Palmer, Esq., M.A., Thursday, Jan. 22, Friday, 23rd.

RHETORIC—Rev. Edward Owen, M.A., Saturday, Jan. 24, Monday, 26th.

GEOMETRY—Rev. Morgan Cowie, M.A., Tuesday, Jan. 27, Wednesday, 28th.

MUSIC—Edward Taylor, Esq., Thursday, Jan. 29, Friday, 30th.

Mercer's Hall, Jan. 5, 1857. H. E. BARNES, Clerk.

ROYAL INSTITUTION OF GREAT BRITAIN, ALBEMARLE STREET.

THE Weekly Evening Meetings of the Members of the Royal Institution will commence for the season on Friday, the 23rd of Jan., 1857, at half-past eight o'clock, and will be continued on each succeeding Friday evening, at the same hour, until further notice.

Arrangement of the Lectures before Easter:—

Twelve Lectures on Physiology and Comparative Anatomy, viz.: Eight Lectures on Sensation and Motion, and Four Lectures on the Principles of Natural History, by Thomas Henry Huxley, Esq., F.R.S., Fullerian Professor of Physiology, R.I. To commence on Tuesday, Jan. 20, 1857, at 3 o'clock, to be continued on each succeeding Tuesday, at the same hour.

Eleven Lectures on Sound, by John Tyndall, Esq., F.R.S., Professor of Natural Philosophy, R.I. To commence on Thursday, Jan. 22, 1857, at 3 o'clock, and to be continued on each succeeding Thursday, at the same hour.

Ten Lectures on Leading Questions in Geology, by John Phillips, Esq., F.R.S. To commence on Saturday, Jan. 24, 1857, at 3 o'clock, and to be continued on each succeeding Saturday, at the same hour.

Subscribers to the lectures are admitted on payment of two guineas for the season, or one guinea for a single course. A syllabus may be obtained at the Royal Institution.

Jan. 5. JOHN BARLOW, M.A., V.P., and Sec. R.I.

ROYAL SOCIETY OF LITERATURE.

ORDINARY MEETINGS IN THE SESSION 1856-57.

Wednesday, Jan.	7, at 8½ o'clock.		Wednesday April	1, at 8½ o'clock.	
,, ,,	21, at 4½	,,	,, May	6, at 4½	,,
,, Feb.	4, at 8½	,,	,, ,,	20, at 8½	,,
,, ,,	18. at 4½	,,	,, June	10, at 4½	,,
,, March	4, at 8½	,,	,, ,,	24, at 8½	,,
,, ,,	18, at 4½	,,			

GENERAL ANNIVERSARY MEETING,
Wednesday, April 22, at 3 o'clock.

Unclaimed Stock in the Bank of England.

The Amounts of Stocks stated will be transferred to the under-mentioned Parties unless Claimants appear within Three Months

BAMFORD, FANNY, and ELIZA BAMFORD, survivors, £1 4s. 4d. Long Annuities, heretofore standing in names of Ann Procktor Bamford, deceased, Fanny Bamford, and Eliza Bamford of Essenden, Herts, spinsters.

BLATHWAYT, EMILIA, widow, £6 12s. 10d. Long Annuities, heretofore standing in the names of William Blathwayt, of East Harptree, Bath, Esq., and Emma Blathwayt, his wife.

BOUCHER, JAMES, £173 1s. 10d. New 3 per Cents., heretofore standing in name of Jas. Boucher, Durham College, Esq.

BROCK, SARAH, £100, New 3 per Cents., heretofore standing in name of Sarah Brock, of Fareham, Hants, spinster.
CAMPBELL, ELIZABETH, admx., £372 15s. 2d. New 3 per Cents., heretofore standing in name of Annabella Campbell, of the Rhu near Tarbert, Argyllshire.
CHAMBERLIN, JOHN, and HENRY BILLITER, exors., £60 New 3 per Cents., heretofore standing in name of Geo. Godfrey, of Bond-street, shoemaker.
FIELD, CATHERINE (formerly Seguin) and JOHN FIELD, £50 New 3 per Cents., heretofore standing in name of Catherine Seguin, of John-place, Walworth-common, widow, now wife of John Field, of the same place, gentleman.
HAMPER, THOMAS, £35 3 per cent. Consols, heretofore standing in name of Thos. Hamber, of Barnsbury-park, Islington, Esq.

Next of Kin.

NICHOLLS, JACOB, deceased, late of 8, Campden-place, Kensington-gravel-pits, next-of-kin are requested to make application to the Stewards of the Commercial Friends' Society, Bull and Mouth, 31, Hart-street, Bloomsbury, on the 26th of January 1857, from 8 till 10 o'clock in the evening.

General Weekly Obituary.

ALLNATT, SURTEES COLBORNE, infant son of Dr. and Mrs. R. H. Allnatt, at Pensarn, Denbighshire, on Dec. 31.
ANDREWES, FRANCES, widow of the late James Andrewes, Esq., Russell-street, Reading, on Jan. 3, aged 75.
ARCHDALL, COL., at Castle Archdall, county of Fermanagh, on Jan. 1, in his 89th year.
ATKINSON, FRAS. Esq., of Lansdown Cottage, Lewes, and formerly of Hither-green, Lewisham, Kent, on Jan. 3, in his 80th year.
BACCHUS, WILLIAM, Esq., at Westbourne-road, Edgbaston, near Birmingham, on Jan. 6, aged 45.
BARNEBY, WILLIAM, Esq., at his residence, Clater-park, near Bromyard, on Jan. 5, aged 55.
BARNES, ELLEN, wife of Alfred Barnes, Esq., at Green Bank, Farnworth, on Jan. 5, in her 28th year.
BARRY, JAMES HUGH SMITH, Esq., at Marbury-hall, Northwich, on Dec. 31, aged 41.
BARTHOLOMEW, ANN, relict of the late Wm. Bartholomew, Esq., at Durham-place, Hackney-road, on Jan. 5, in her 77th year.
BECKET, Miss LOUISA, daughter of the late John Becket, Esq., at Henfield, Sussex, on Jan. 4.
BIRD, JAMES, Esq., late Chief Factor of the Hon. Hudson's Bay Company, at Red River Settlement, on Oct. 18, in his 83rd year.
BOYS, THOMAS, Upper Clifton-street, Finsbury, on Jan. 1, in his 50th year.
BRAMWELL, JAMES, Esq., late of Royal Exchange-buildings, London, and nephew of the late Alderman Thompson, at Bedwelty House, Tredegar Iron Works, South Wales, on Jan. 7, aged 35.
BRANDE, MARY ANN CHARLOTTE, relict of the late G. W. Brande, Esq., of Her Majesty's Treasury, at Rockstone-place, Southampton, on Jan. 1, in her 67th year.
BRIDGE, SARAH JOHNSON, widow of the late John Gawler Bridge, Esq., at Manor-house, Piddletrenthide, Dorset, on Dec. 30, aged 67.
BROWN, CHARLOTTE JANE, relict of the late Mr. George Brown, 19 Arbour-terrace, Commercial-road-east, on Dec. 31, in her 68th year.
BROWN, Mr. H. R., formerly of Edinburgh, in the New-road, on Jan. 2, aged 41.
BRUFORD, THOMAS, Esq., at his residence, Grove-place, Brixton, on Jan. 4, in his 86th year.
BUCKMASTER, SARAH SELBY, relict of the late Mr. John Buckmaster, formerly of Old Bond-street, and mother of the late William Buckmaster, of New Burlington-street, at Hampton-wick, on Jan. 3, in her 85th year.
BURMESTER, MARY, widow of the late Staff-surgeon Burmester, at 19 Rivers-street, Bath, on Dec. 29.
BURRELL, SALMON, Esq., at Acton, Middlesex, on Jan. 7, aged 81.
BUTTON, MR. WILLIAM, of 42 Goodge-street, on Dec. 30, aged 68.
CAPRON, ETHEL MAUDE MARY, the eldest and beloved child of T. W. Capron, Esq., at Worthing, on Jan. 6, in her 13th year.
CATCHESIDE, MARY STANLEY, wife of Mr. Thomas Catcheside, at Newcastle-upon-Tyne, on Dec. 27, aged 34.
CLOSE, LIEUT.-COL., late of the 4th Madras Native Cavalry, at Montague-square, on Jan. 5, in his 71st year.
COLES, MARY, the wife of James B. Coles, Esq., at Castle-park House, Exeter, on Jan. 3, aged 71.
COLINSON, JOHN, Esq., of Beltoft, Lincolnshire, at 21 Somerset-street, Portman-square, on Jan. 7.
COMPTON, MARY GERALDINE, wife of Capt. D'Oyley Trevor Compton, 25th Regt. Bombay Native Infantry, on Malabar-hill, Bombay, on Nov. 29, aged 25.
COOKE, ELIZABETH, relict of the late Decimus Cooke, gent., and last surviving niece of the Hon. Mrs. Richard Byron and the Rev. Richard Parker, D.D., at Belgrave, Leicester, on Jan. 3, in her 85th year.
COPPIN, MR. JOHN, at 36 Devonshire-street, Queen-square, on Jan. 6, aged 71.
COSTOBADIE, MRS. ANNE, widow of the Rev. Jacob Costobadie, late rector of Wensley, Yorkshire, at Acomb, near York, on Dec. 30, aged 83.
CRIVELLI, DOMENICO FRANCESCO MARIA, at 71 Upper Norton-street, on Dec. 31, aged 61.
CROASDAILE, EDWARD, M.D., at Boulogne-sur-Mer, on Dec 31, in his 77th year.
CURTIS, ROGER, Commander R.N., eldest son of Admiral Sir Lucius Curtis, Bart., C.B., on Dec 30, aged 44.
DIXON, JOHN, Esq., 9 Westbourne-park-crescent, Harrow-road, formerly of Thorpe Villa, Almondbury, near Huddersfield, Jan. 3, aged 76.
DONOUGHMORE, THE DOWAGER COUNTESS OF, at Chiavari, near Genoa, on Dec. 11.
DOWELL, C., in London, late of Earlscroom, Worcestershire, on Jan. 1, aged 37.
DOWNS, MRS. ROBERT PRICE, daughter of the late John Sidney, Esq., of Tarring, Kent, at Northumberland-place, Bayswater, on Jan. 7, in her 76th year.
DRIVER, THOS., Esq., M.D., H.E.I. Co.'s Service, at No. 75 Sanchiehall-street, Glasgow, on Jan. 1.
DURHAM, SARAH ELLEN, only daughter of Edward Durham, Esq., of Northampton, on Jan. 1, aged 11.
EDWARDS, ANNE, relict of the late Samuel Edwards, Esq., at Uppingham, formerly of Spalding, Lincolnshire, on Jan. 2.
EDWARDS, Miss ISABELLA, at the residence of the Misses Farks, Sydenham, on Dec. 31, in her 79th year.
ELMORE, ANNE, wife of John Elmore, Esq., of Oxenden-farm, Harrow, Middlesex, on Jan. 2.
FINLAY, CAPTAIN, at St. Alban's Villa, Victoria-road, Kensington, on Jan. 3, aged 77.
FITZ-ROY, EDITH, at No. 2 Cumberland-street, on Jan. 7, aged 15.
FOREMAN, HENRY, Esq., of 3 South-street, Brompton, at Stratford Toney, Salisbury, on Jan. 1.
FORSAYTH, ROSA, wife of Giffard Forsayth, Esq., and daughter of Col. D'Aguilar, of H.E.I. Co.'s Bengal Army, at 43 Eastbourne-terrace, Hyde-park, on Dec. 31.
FRANCIS, WILLIAM, younger son of William Francis, Esq., of Brynderwen, Bangor, North Wales, at Alexandria, on Dec. 18.
FRITH, ELIZABETH, at 4 Downham-villas, Kingsland, on Jan. 3, aged 81.
GARDINER, FRANCES ELIZABETH, eldest daughter of the late Sir Jas. W. S. Gardiner, Bt., of Roche-court, Hants, at Wardington House, Oxon, on Jan. 1.
GATTSKELL, JOHN, Esq., at Bermondsey, on Jan. 5.
GINGER, Mr. JAMES, at West Bedfont, Stanwell, Middlesex, on Dec. 31, in his 58th year.
GILBERT, THOMAS WILLIAM, the infant son of Henry Gilbert, Esq., at 17 Upper Phillimore-place, Kensington, on Jan. 1.
GLYN, ROBERT SPENCER, Esq., youngest son of the late Colonel Glyn, of Durrington House, Essex, at Brunswick-square, on Jan. 3.
GODFREY, MARY, widow of Lieut. George Robert Godfrey, at Hackney, on Dec. 28.
GRIFFITH, MARY MARGARET SUSANNAH, relict of Mr. John Griffith, of East Dulwich and Southwark, at Rye-lane, Peckham, on Jan. 1, in her 71st year.
GRIFFITHS, Colonel HUGH, H.E.I.C.S., at Burley Lodge, East Woodhay, on Dec. 31, in his 76th year.
GRITTON, JOHN, Esq., late of the Bank of England, at 47 Westmoreland-place, on Jan. 4, in his 65th year.
GYLL, MARY, the beloved wife of Capt. Thomas Gyll, R.N., of Grove Lodge, Pulteney-road, Bath, on Jan. 5, aged 61.
HAILES, MR. WILLIAM, of Merton, Surrey, late of Newgate-market, on Jan. 7. Aged 84.
HALE, ARTHUR CHARLES AUGUSTUS, the beloved child of Dr. Hale, at Putney-heath, after a few days suffering, on Jan. 4.
HALL, ELIZABETH SOPHIA, the beloved wife of Richard Hall, Esq., and eldest daughter of the late John Woodburn, of Hendon, Middlesex, Esq., at 62 Glocester-terrace, Hyde-park, on Nov. 27.
HALL, HENRY JOHN, Esq., Commander R.N., second and last surviving son of the late William Hall, D.D., at 3 Blackheath-terrace, on Jan. 4.
HARDING, Mr. JAMES, 4 Marquis Villas, Canonbury, on Dec. 30, aged 43.
HILLIER, CHARLES BATTEN, H.B.M's Consul for Siam, late for many years Chief Magistrate of Hong Kong, at Bangkok, Siam, on Oct. 18, aged 36.
HINDLE, MARY ANN, relict of the late John Hindle, Esq., at Nelson Lodge, Stoke Newington, Middlesex, on Jan. 4, aged 46.
HOLLAND, Rev. RICHARD, rector of Hittisleigh, and 55 years vicar of Spreyton, at Spreyton, Devon, on Dec. 30, aged 82.
HOLLICK, MR. RICHARD, sen., at Fillongley, Warwickshire, on Dec. 31, in his 83rd year.
HOLLYER, Mr. WILLIAM J., of the New Steine Hotel, at Brighton, on Jan. 1, aged 35.
HOLT, JOHN, Esq., of Stubbylee, and of Beaumont-street, Oxford, in the Commission of the Peace for the county of Lancaster and the West Riding of Yorkshire, on Dec 26, in his 53rd year.
HUNTER, ANDREW, Esq., of Bonnytown, Ayrshire, at Greenburn, Helensburgh, N.B., on Dec. 30.
HOWARD, MARY, wife of Mr. Joseph Howard, of Cottage-place, Blackheath-hill, on Dec. 31.
HOWELLS, Rev. JOHN, Vicar of Trinity Parish, Coventry, at the Vicarage, on Dec. 31, aged 79.
INNES, JOHN POWER FREDERICK, only son of A. W. Innes, Esq., at the residence of his grandfather, John Power, Esq., Spring-grove, Hounslow, on Jan. 6, aged 5.
IRISH, Mr. SAMUEL PATTEN, the elder, late of 156, Fenchurch-street, on Jan. 5, in his 76th year.
JOHNSON, ELIZA, daughter of the late Rev. John Gillespie, minister of Kells, New Galloway, and wife of Wm. Johnson, Esq., many years in the Hon. E. I. Company's Home Service, at Upper-terrace, Putney, on Jan. 6, aged 82.
JOHNSON, JOHN, Barrister-at-Law, Kentish-town, on Dec. 30, aged 59.
JOLLANDS, Mrs., the wife of William Jollands, Esq., of Buxshalls, Lindfield, Sussex, on Jan. 7, aged 28.
KEKEWICH, GEORGE GRAVILLE, Esq., Judge of the County Courts of Cornwall, at Summerlands, Exeter, on Dec. 7, aged 55.
KERR, ALFRED, Esq., 5th son of the late Lieut.-Gen. James Kerr, at North-bank, Regent's-park, on Jan. 2.
LANCASTER, MRS. ROBERT, at No. 9, Sydney-terrace, Clapham-road, on Jan. 2, in her 70th year.
LANE, EVA FRANCES, the infant daughter of J. Bruce, Lane, Esq., Bengal Civil Service, Wrotham Rectory, on Dec. 30.
LOCKWOOD, ELIZABETH, wife of Mr. George Lockwood, at Buckland, near Portsea, on Dec. 30, aged 63.
LONGBOTTOM, JOSEPH, Esq., on Dec. 30, in his 95th year.
LOVELAND, CHARLOTTE, fifth daughter of the late Thomas Loveland, Esq., at 24 Park-place-west, Islington, on Jan. 2.
LYS, CAROLINE BRUCE, second daughter of the late Thomas Lys, Esq., solicitor, at Horbury-terrace, Notting-hill, on Jan. 4, aged 68.
MARTINDALE, Mrs., after a long and painful illness, at Derwent Villa, Camden-road, Holloway, on Jan. 5, in her 58th year.
MILFORD, Right Hon. Lord, at Picton Castle, on Jan. 3.
MILLER, INGLEBY THOMAS, 12 Upper Bedford-place, Russell-square, on Dec. 30, aged 69.
MILLER, SARAH ANNE, daughter of the late Sir Thomas Miller, Bart., of Froyle-place, Hants, at Anstey Manor-house, near Alton.

MONRO, WILLIAM, Esq., of Elgin, Scotland, many years engineer to the Phœnix Gas Company, in London, at Lee, on Jan. 7, in his 68th year.
MORRIS, JAMES BASIL, infant son of Wm. Morris, Esq., Lower-green, Mitcham, on Jan. 6.
MUNN, ALBERT HAWKSWORTH, third son of the late Henry Munn, Esq., at 7 Duncan-place, Islington, on Jan. 1, aged 22.
MYERS, ANNE, the wife of William Myers, Esq., at No. 13 Doddington-grove, Kennington, on Jan. 6.
NUNN, KATE GUERNSEY, the youngest child of Martin Nunn, of Regent-street, at Haverstock-hill, on Dec. 30.
OFFOR, WILLIAM, infant son of Mr. George Offor, jun., at Peak-hill-villa, Sydenham, on Jan. 3, aged 11 months.
OLIVER, GEORGE OCTAVIUS, youngest son of Thomas Oliver, Esq., of Child Okeford, Blandford, Dorset, at Gosport, on Jan. 3, in his 14th year.
ORLEBAR, ELIZA HANNAH, wife of A. B. Orlebar, Esq., and youngest daughter of the late Richard Orlebar, Esq., of Hinwicke-house, Bedfordshire, at Gardiner, near Melbourne.
PAYNE, MARGARET JANE, wife of the Rev. B. C. Payne, at Walsham-le-Willows, on Jan. 5, aged 26.
PAYNE, THOMAS ALDAM, at Loxley-house, Yorkshire, on Jan. 4, in his 70th year.
PHILLIPS, Mr. JOHN, at his residence, Southampton-buildings, Chancery-lane, on Jan. 4, aged 63.
PILE, Mr. JAMES WILLIAM, at the White Hart Hotel, Windsor, on Jan. 1, aged 61.
POULTON, ELIZABETH, wife of Mr. John Poulton, of the Inland Revenue Department, Tower-hill, London, at 12 Arundel-terrace, Kingsland, on Dec. 30.
M'DONELL, CHARLOTTE, wife of Major George Gordon M'Donell, 27th Regiment Madras N.I., and second surviving daughter of the late Rev. Joseph Hallet Batten, D.D., of Haileybury, Herts, on Nov. 19.
MALING, ANNA ELIZA CONSTANCE, the infant daughter of Lieut.-Colonel C. S. Maling, Bengal Army, at 2 Orme-square, Bayswater, on Dec. 31, aged 2 months 12 days.
MANNING, Rev. WILLIAM, 46 years Rector of Diss, and 52 years Rector of Weeting, in the same county, and formerly Fellow and Tutor of Caius College, Cambridge, on Jan. 3, in his 86th year.
MARINER, ROBERT, second surviving son of the late William Mariner, Esq., on Dec. 30, aged 31.
MARTYN, ISABELLA MARY, eldest daughter of Mr. Thomas Martyn, of Urn House, Upton, Essex, at the residence of her uncle, E. Lendon, Esq., Maidstone, on Jan. 3.
MATHER, SARAH, widow of Thos. Mather, Esq., at St. Leonard's-on-Sea, on Dec. 31, in her 82nd year.
MAUGHAM, WM., Esq., at Ponteland, Northumberland, on Dec. 31, aged 79.
MENZIES, CAROLINE, relict of Rev. John Menzies, of Wyke Regis, at Southampton, on Dec. 31, aged 49.
MIDDLEMASS, R. HUME, Esq., of 4 St. Andrew's-place, Regent's-park, London, on Jan. 3.
PEAKE, ELIZABETH, relict of the late William Peake, at her residence, 21 London-road, Southwark, on Jan. 3, aged 68.
POPE, MARIAN SUSAN, eldest daughter of the late Archdeacon Pope, at St. Catherine's-hill, Guildford, on Jan. 5, aged 27.
PRESSLY, ANN, wife of C. Pressly, Esq., Chairman of Board of Inland Revenue, at Surbiton-hill, Kingston, on Jan. 2.
PURDAY, CHARLOTTE, Miss, at 45 High Holborn, on Jan. 1, aged 56.
QUINIAN, ELEANOR, youngest daughter of William Quinian, Esq., at the residence of her father, Clarendon-square, on Jan. 5.
RADFORD, JAHN, Esq., C.E., Resident Director of the Eastern Archipelago Company's works in Labuan and Borneo, at Labuan, on Oct. 16, in his 44th year.
RANDALL, JOHN MAYOR, Esq., of Farnham, Surrey, on Dec. 31, aged 70,
RAY, LUCY LANGFORD, second daughter of Edmund Barker Ray, Esq., of Prince's-gate, at Brighton, Dec. 30, aged 16.
REYNOLDS, JUNE, wife of Rev. J. J. Reynolds, incumbent of Bedford Chapel, Exeter, at 13 Clifton-place, Exeter, on Dec. 3.
RICH, CHARLES HENRY, the infant son of Charles H. J. Rich, Esq., at 12 Nottingham-place, Regent's-park, on Jan. 6, aged 16 days.
RIVETT, ELIZABETH, the eldest daughter of the late Mr. Wm. Rivett, of Crown-street, Finsbury, on Jan. 6, aged 54.
ROWLEY, WILLIAM RICHARD, son of Francis Rowley, of Hythe, Kent, at 2 Colney-hatch-park, on Dec. 31, aged 22.
SHAW, ARTHUR WILLIAM, the infant son of Vernon Shaw, Esq., at 5 Chepstow Villas, Bayswater, on Jan. 8.
STERRY, JOSEPH, formerly of High-street, Southwark, at Hertford, on Jan. 1, in his 80th year.
STEVENS, EDWIN, third son of Charles Stevens, Esq., at Peckham, Surrey, on the 3rd inst., in his 10th year.
STRUTHERS, WILLIAM, Esq., at 5 Whitehead's-grove, Chelsea, on Jan. 8, in his 87th year.
SUMMERFIELD, THOMAS, Esq., of the Spring-hill Glass-works, Birmingham, in London, on the 28th ult., aged 53.
TAYLOR, SHEPHARD THOMAS, Esq., at Dilham, on Dec. 31, in his 81st year.
THOMPSON, FRANCES, wife of Robert Thompson, Esq., at Stockton-upon-Tees, on Jan. 1, aged 60, deeply lamented.
THURSTON, SARAH, relict of the late John Thurston, Esq., at Norfolk-house, Streatham, on Jan. 1, in her 85th year.
TIMEWELL, SARAH, wife of Mr. John Timewell, of 24 Duke-street, St. James's, on Dec. 31, aged 57 years.
TOMLIN, SACKETT ARTHUR, eldest son of Sackett Tomlin, Esq., at No. 8 Sussex-gardens, Hyde-park, on Jan. 3, aged 9 years.
TOMLINE, EMILY GEORGINA, only daughter of George Tomline and Harriett Gordon, at Retford, Notts, on Dec. 31, in her 4th year.
TRAFFORD, THOMAS SAMUEL, Major-General, at Plas Hoel, Carmarthenshire, on Jan. 6.
URE, ANDREW, Esq., M.D., F.R.S., at 18 Upper Seymour-street, Portman-square, on Jan. 2.
VENN, EDWARD BEAUMONT, Esq., Deputy-Lieutenant for the county of Suffolk, at Freston-lodge, near Ipswich, on Jan. 4, aged 76.
VERNEY, ELIZA, wife of Sir Harry Verney, Bart., at Claydon-house, Bucks, on the 2nd inst.
VENTRIS, JANE, widow of Rev. James Ventris, Vicar of Beeding, Sussex, at Chawton, Hants, on Dec. 31, aged 85.
WALLS, Rev. J., at his residence, Boothby-hall, near Spilsby, on Jan. 1, aged 78.
WARNER, EDWARD LEE, Esq., H.E.I.C.S., in Albemarle-street, on Jan. 2, aged 68.
WHITE, HARRIET, widow of the late Rev. Thomas White, M.A. rector of Epperstone, Notts, on Jan. 2t, aged 73 years.
WIBLIN, WILLIAM, Esq., late surgeon of Strood, Kent (brother of John Wiblin, Esq., F.R.C.S.), at Alfred-street, Bedford-square, on Dec. 31, in his 41st year.
WILKINSON, CATHERINE, of Potterton-house, near Aberford, Yorkshire, on Dec. 28.
WILKINSON, THOMAS, Esq., formerly of the firm of Sikes, Snaith & Co., of Mansion-house-street, London, bankers, at Ely-lodge, Gravesend, on Dec. 31, aged 69.
WILLIAMS, Mr. ROBERT ROBERTS, of 28 Basinghall-street, on Jan. 2, aged 64.
WILLSHIRE, Mr. JAMES THEODORE, of Beyrout, at Marseilles, on Dec. 16, aged 27.
WILMOT, ELEANOR ANN, fourth daughter of the late Mr. John Wilmot, of Isleworth, surviving her father only 30 days, on Jan. 3, in her 15th year.
WIMBUSH, ANN, the beloved wife of Samuel Wimbush, Esq., at Finchley, on Jan. 4.
WITNEY, Mr. JOHN, sen., at his residence, 47 Munster-street, Regent's-park, on Jan. 3, aged 78.
WRIGHT, GRAHAM, second son of William Wright, Esq., of Eyston Hall, Sudbury, Suffolk, at Leighlands, Tasmania, on Sept. 19, in his 23rd year.
WYATT, SYDNEY AUGUSTUS, the only son of Augustus Henry Wyatt, Esq., at Sandy-mount, county Dublin, on Dec. 4, in his 2nd year.
YEOMAN, Mrs. MARIANNE, youngest daughter of the late Thomas Morgan, Esq., of Sudbury, Suffolk, on Jan. 4, in her 59th year.
YOUNGMAN, AMELIA, relict of Mr. Philip Youngman, formerly of Witham, at Maldon, Essex, at the house of her son, on Dec. 30, aged 76.
YOUNG, JOHN, Esq., at his residence, Surbiton, Surrey, on Jan. 1, aged 75.

Money Market.

CITY, FRIDAY EVENING.

THE English Funds have manifested little variation during the week, and at the close of this day are about ⅛ below the price of this day week. The most important Foreign Securities, namely, French 3 per Cents,, Russian 4½ per Cents., Sardinian 5 per Cents., Turkish 6 per Cents., and Turkish 4 per Cents., guaranteed, have continued steady, being now generally a shade lower than last week.

The Bank Directors have this day notified their willingness to make advances on Consols now open, at 6½ per Cent., the Bank rate of discount being 6 per Cent.

At Constantinople the Government has conceeded to English capitalists the establishment of the Imperial National Bank of Turkey, and arrangements have been definitively made.

The movement in favour of immediate repeal or large reduction of the Property Tax, which has been strongly supported in the provinces is more feebly advocated in the City of London. City men are mindful of the outstanding charges of the late war, and that, without this tax in its full amount for another year, the expected addition to our permanent debt must be increased largely.

Since the payments incidental to the 4th January, money has become rather more easy in the discount market. There is an increasing feeling that the investigation by Parliament into the operation of the Bank Restriction Act will not produce any change iu principle, nor any material change in details. The weekly accounnt of the Bank of England will be found below.

The Stock of Grain at some of the outports has largely accumulated. There has been very little variation since last week in the price of Corn, either in London or the country. The prices of other prime necessaries are well maintained. Reports from the manufacturing districts are favourable, with steady demand and extensive orders.

The payment to the public of the January dividends at the Bank, and of the life annuities at the National Debt Office, commenced on Thursday.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	218	218 16½	217	216½	216½ 18	218
3 per Cent. Red. Ann.	94⅛	94⅛ ¼	94⅛ ⅜	94⅛ ¼	94⅛ ¼	94⅛
3 per Cent. Cons. Ann.			93⅞ 94	94⅛	94 ⅛	94
Consols for Account						
New 3 per Cent. Ann.	94⅜ ⅛	94⅛ ⅛	94⅜ ⅛	94⅛ ⅜	94⅛ ⅛	94⅛
Omnium						
3½ per Cent. Annuities						
Long Annuities (exp. Jan. 5, 1860)			2⅞			2 15-16
Do. 30 yrs. (exp. Oct. 10, 1859)						2⅞
Do. 30 yrs. (exp. Jan. 5, 1859)						2 9-16
Do. 30 yrs. (exp. April 5, 1885)	18				18	18 1-16
India Stock		225¼			219½	
India Bonds (£1,000)		2s. pm.				
Do. (under £1,000)	2 d.	3s. pm.	par.		4s. pm.	par
Exch. Bills (£1,000)	4s. pm.	2s. pm.	2s. pm.	3s. pm.	3s. pm.	4s. pm.
Exch. Bills (£500)	3s. pm.	1s. pm.		6s. pm.		4s. pm.
Exch. Bills (Small)	4s. pm.	2s. pm.	6s. pm.	6s. pm.		5s. pm.
Exch. Bonds, 1858, 3½ per Cent.						99
Exch. Bonds, 1859, 3½ per Cent.			99	99		

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter		93	93½ ⅜			93
Caledonian	62½	52½ ½	63½ ¾	62⅞ ½		62⅛
Chester and Holyhead	37⅜	38	38	38		
East Anglian	19⅜		19	19⅛ 18⅜	19⅛	
Eastern Union A stock	38					
East Lancashire	93⅜	94	94 3½	93⅜	94⅛ 4	94⅛
Edinburgh and Glasgow					53⅜ 4½	54⅛
Edin., Perth, & Dundee				36		35
Glasgow & South Western						
Great Northern	91¼	92¼	92½	92¼ ⅜	93⅛ 32½	92⅜
Gt. South & West. (Ire.)					111½	
Great Western	68	68⅛	68	68⅛ ⅛	68⅛ 8	68
Lancashire & Yorkshire	97	97½	97⅜	97⅛ ⅛	97⅛ ¼	97½
London, Brighton, & S. Coast		111⅜ 12	112 11½	112	112	111
London & North Western	106⅜ 7	107	107½ ⅛	107 ⅛	106 ⅜	106 ¼
London & S. Western	107 ⅛	107½ ⅜	107⅜	107⅛ ⅜	108	107⅛
Manch., Shef., and Lincoln	34⅛ ⅛	34⅛			34⅜	
Midland	83 2⅜	83⅜ ¼	83⅛ 3	83⅜ 3	82⅛ 3	82⅜
Norfolk			51			52
North British		40½			40	
North Eastern (Berwick)	34⅞ 5	85½ 5	85⅛		85	
North London						
Oxford, Worc. & Wolv.	29	28½ 9½			29	
Scottish Central					106½	
Scot. N. E. Aberdeen Stock	26⅛	26⅓		26⅜	26⅓	26⅜
Shropshire Union	49	50		50		
South-Eastern	71⅛	71⅛ ⅓	74⅜ ⅛	74⅛ ⅜	75 4⅛	74 ⅜
South-Wales	84⅛	84 3⅛	84½ 5		85½ 5	85

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 3RD DAY OF JANUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	24,022,615	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,547,615
		Silver Bullion	—
	£24,022,615		£24,022,615

Dated the 8th day of January, 1857.

M. MARSHALL, Chief Cashier.

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuities)	11,600,151
Rest	3,299,314	Other Securities	19,295,308
Public Deposits (including Exchequer, Savings Banks, Commissioners of National Debt, and Dividend Accounts)	7,592,202	Notes	4,797,315
Other Deposits	10,096,525	Gold and Silver Coin	634,791
Seven day & other Bills	786,524		
	£36,327,565		£36,327,565

Dated the 8th day of January, 1857.

M. MARSHALL, Chief Cashier.

London Gazettes.

NEW MEMBER OF PARLIAMENT,

TUESDAY, *Jan* 6, 1857.

County of Lanark.—Alexander Dundas Ross Wishcart Baillie Cochrane, Esq., of Lamington, in the room of William Lockhart, Esq., deceased.

Bankrupts.

TUESDAY, *Jan.* 6, 1857.

BELTON, THOMAS STOREY, Maltster, Marton and Horncastle. Jan. 21, at 12; Feb. 18, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick, Hull. *Sol.* Chidley, Basinghall-st. *Pet.* Dec. 27.

CROFTS, EDWARD, Hearth Rug Manufacturer, 3 West-place, John's-row, St. Luke's, Middlesex. Jan. 21, at 1.30; Feb. 17, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* Dec. 20.

DAWSON, JOHN RICHARD, Hotel Keeper, West Cowes, Isle of Wight Jan. 19, at 11; Feb. 18, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Westmacott & Blake, 28, John-st., Bedford-row; Hearn, Newport. *Pet.* Jan. 2.

KEY, ROBERT EDWARD, Grocer, Thorney, Cambridgesh. Jan. 15, at 11.30; Feb. 19, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Wright, South-sq., Gray's-inn; Wilkinson, Peterborough. *Pet.* Dec. 20.

KINGSTON, WILLIAM, Linen Draper, 21, Bridge-road, Lambeth. Jan. 21, at 12.30; Feb. 23, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* Jan 1.

LEVY, NATHANIEL, commonly known as NATHANIEL LEVY NATHAN, Butcher, 13 Church-lane, Whitechapel. Jan. 15, at 1; Feb. 20, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Smith & Son, Barnard's-inn, Holborn. *Pet.* Jan. 2.

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Jan. 20, at 2; Feb. 17, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Loftus & Young, 10 New-inn, Strand. *Pet.* Dec. 22.

POLLACK, EDWARD, Sugar Refiner, Fieldgate-st., Middlesex. Jan. 16, at 2.30; Feb. 10, at 2.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Martin, Thomas, & Hollams, Mincing-lane, London. *Pet.* Jan. 2.

RODGER, THOMAS, Grocer, Attercliffe-cum-Darnall, York. Jan. 17, at 10; Feb. 21, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Webster, Sheffield. *Pet.* Dec. 26.

STEVENS, JOHN HENRY, Engraver, 5 Great Wild-st., Lincoln's-inn-fields. Jan. 21, at 2; Feb. 17, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Kennett, 106, Fenchurch-st. *Pet.* Jan. 3.

FRIDAY, *Jan.* 9, 1857.

CLARE, SAMUEL, Grocer, Ashton-under-Lyne,. Jan. 21, at 12; Feb. 11, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Darnton, Ashton-under-Lyne; Sale, Worthington, & Shipman, Manchester. *Pet.* Jan. 5.

DUCKWORTH, HENRY, Cotton-spinner, Glen Top Mill, Newchurch, Lancaster. Jan. 21, at 12; Feb. 11, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Hargreaves & Knowles, Newchurch; Cobbett & Wheeler, Manchester. *Pet.* Jan. 6.

GILBERT, JAMES, Contractor, Manchester. Jan. 20, at 12; Feb. 18, at 12; Manchester. *Off. Ass.* Pott. *Sol.* Heath, Swan-st., Manchester. *Pet.* Jan. 7.

HAWORTH, JOHN, Spinner, Shaw Clough, Rossendale, Lancaster. Jan. 23, at 12; Feb. 13, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Manchester. *Pet.* Dec. 31.

SWORDER, JOHN, Malster, Ware, Hertford. Jan. 20, at 1.30; Feb. 19, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Mason & Sturt, Gresham-st. *Pet.* Jan. 3.

MEETINGS.

TUESDAY, *Jan.* 6, 1857.

APLETREE, MARY ANN, Innkeeper, Stow-on-the-Wold, Gloucester. Feb. 5, at 11, *Com.* Hill, Bristol. *Dir.*

BOSS, GEORGE, Livery-stable Keeper, King's-road, Brighton, Jan. 29, at 11, *Com.* Evans, Basinghall-st. *Dir.*

CROSTHWAITE, JOHN, Merchant, Liverpool. Jan. 16, at 11, *Com.* Stevenson, Liverpool. *Pr. of Debts.*

HALL, GEORGE, Hat Manufacturer, Lothbury. Jan. 28, at 1, *Com.* Fonblanque, Basinghall-st. *Dir.*

HAWKINS, HENRY JONATHAN, Licensed Victualler, 1 Midway-terrace, Lower-road, Rotherhithe. Jan. 17, at 12, *Com.* Goulburn, Basinghall-st. *Last Ex.*

NICHOLLS, NATHANIEL, Baker, Holborn-bridge. Jan. 28, at 12.30, *Com.* Fonblanque, Basinghall-st. *Dir.*

PALMER, GEORGE JOSIAH, the Elder, Printer, Savoy-st., Strand. Jan. 16, at 2, *Com.* Holroyd, Basinghall-st. *Pr. of Debts.*

SCHWARTZ, MORRIS, Clothier, Haydon-sq., Minnories. Jan. 28, at 1, *Com.* Fonblanque, Basinghall-st. *Dir.*

WILKINSON, JESSE, Woollen Cloth Manufacturer, Lindley, Huddersfield. Jan. 23, at 11, *Com.* West, Leeds. *Last Ex.*

FRIDAY, *Jan.* 9, 1857.

BARNETT, MORRIS, Jeweller, 5 Goldsmids-place, Ramsgate. Jan. 20, at 11. Basinghall-st. *Com.* Fonblanque. *Last Ex.*

CARR, JOHN, Iron Manufacturer, Wallsend, Northumberland, in co-partnership with WILLIAM RIDLEY CARR, of Scotswood, Northumberland, and HENRY FREDERICK SCOTT, of Gateshead, Durham, Iron Manufacturers. Jan. 21, at 12. Newcastle-upon-Tyne. *Com.* ELLISON. *Last Ex.*

CLARK, GEORGE DELIANSON, Newspaper Vender, 198 Strand, & Fieldgate-st., Whitechapel. Jan. 30, at 12. Basinghall-st. *Com.* Evans. *Last Ex.*

CLAY, JOHN, Ale Merchant, South Shields. Jan. 20, at 1. Newcastle-upon-Tyne. *Com.* Ellison. *Last Ex.*

CURTIS, WILLIAM TURING, Merchant, 17, Great St. Helens. Jan. 20, at 12. Basinghall-st. *Com.* Fonblanque. *Last Ex.*

DONALD, JAMES, & JOHN LOCKHART DONALD, Watchmakers. Newcastle-upon-Tyne. Jan. 21, at 11. Newcastle-upon-Tyne. *Com.* Ellison. *Last Ex.*

GARSTANG, WILLIAM, & THOMAS GARSTANG, Coal Dealers, Wigan, Lancaster. Jan. 30, at 12, Manchester. *Com.* Skirrow, *Dir.*

HAWKINS, CHARLES, Camp Equipage Manufacturer, 86 Strand. Feb. 2, at 12 30. Basinghall-st. *Com.* Goulburn. *Dir.*
HENTON, GEORGE, Licensed Victualler, Rising Sun, 12 Charles-st., Grosvenor-sq. Jan. 30, at 1. Basinghall-st. *Com.* Fane. *Dir.*
HOWGATE, HENRY, & GEORGE HOWGATE, Steel Converters, Sheffield. Jan. 31, at 10. Leeds. *Com.* West. *Dir. of separate estate of each.*
LEDWARD, GEORGE, Boiler-maker, Liverpool. Feb. 2, at 11. Liverpool. *Com.* Perry. *Dir.*
SPEEDING, THOMAS, Rope Manufacturer, Sunderland. Jan. 23, at 11.30. Newcastle-upon-Tyne. *Com.* Ellison. *Last ex.*
THOMAS, SAMUEL, Cabinet-maker, Wigan, Lancaster. Feb. 5, at 12. Manchester. *Com.* Skirrow, *Dir.*
WOODS, GEORGE WILLIAM, Plumber, 1 Harwood-pl., High-st., and Meeting-house-lane, Peckham, Surrey. Jan. 20, at 1. Basinghall-st. *Com.* Fonblanque. *Last ex.*

DIVIDENDS.

TUESDAY, *Jan.* 6, 1857.

BAYLEY, GEORGE SIXTO, Commission-agent, Crown-ct., Philpot-lane. First, 7½*d. Nicholson*, 24 Basinghall-st., any Tuesday, 11 & 2.
BROOKS, GEORGE, Tailor, Westbourne-ter., Tunbridge Wells. Third, ½*d. Whitmore*, any Wednesday, 11 & 3.
COOPER, WILLIAM EARNSHAW & DAVID, Tallow Chandlers, Manchester and Mottram. Sep. Estate of W. E. Cooper, First, 9*s.* 10*d*; Sep. Estate of D. Cooper, 20*s. Fraser*, 45 George-st., Manchester, on Tuesday, Jan. 20. and any subsequent Tuesday, 11 & 1.
COTTINGHAM, NOCKALLS JOHNSON, Surveyor, 6 Argyle-pl., Regent-st. First, 4*s.* 1*d. Edwards*, 1 Sambrook-ct., Basinghall-st., City, on Wednesday next, and three subsequent Wednesdays, 11 & 2.
DAVENPORT, JAMES, Watchmaker, Macclesfield. First, 1*s.* 9½*d. Hernaman*, 69 Princess-st., Manchester, any Tuesday, 10 & 1.
FRANCIS, THOMAS, Tailor, Fore-st., Topsham, Devon. First, 10*s.* 3*d. Daw*, 13, Bedford-circus, Exeter, Thursday, Jan. 22, or any subsequent day, 10 & 4.
FRANCIS, WILLIAM FREDERICK HOOPER, Carpenter, Fore-st., Topsham, Devon. Second, 7*s.* 1*d. Daw*, 13, Bedford-circus, Exeter, Jan. 22, or any subsequent day, 10 & 4.
FRENCH, RICHARD BABSTOCK, Corn-merchant, Winchester. First, 5*s.* 6*d. Whitmore*, Basinghall-st., any Wednesday, 11 & 3.
FRYER, WILLIAM, Wholesale Draper, Nottingham. Second, 1*s.* 6*d. Harris*, Middle Pavement, Nottingham, Monday, Jan. 5, and three following Mondays, 11 & 3.
HALL, JAMES, Grocer, Preston, Lancashire. First, 3*s.* 11½*d. Hernaman*, 69 Princes-st., Manchester, any Tuesday, 10 & 1.
HOBSON, CAMPBELL WRIGHT, Money Scrivener, Raymond-bldgs., and Gordon-pl., Tavistock-sq. First, 6½*d. Edwards*, 1 Sambrook-ct., Basinghall-st., on Jan. 7, and three subsequent Wednesdays, 11 & 2.
LEVANDER, JAMES, Surgeon Dentist, 1 Upper Southernhay, Exeter. First, 11½*d. Daw*, 13 Bedford-circus, Exeter, Jan. 22 or any subsequent day, 10 & 4.
MORGAN, EDWARD, Provision Merchant, Hastings. First, 4*s.* 4*d. Whitmore*, 2 Basinghall-st., any Wednesday, 11 & 3.
QUILTER, ALFRED, Grocer, Maldon, Essex. First, 4*s.* 9*d. Nicholson*, 24 Basinghall-st., any Tuesday, 11 & 2.
ROBERT, EDMUND, Jeweller, Derby. First, 4*s.* 6*d. Harris*, Middle Pavement, Nottingham, Jan. 5, or three following Mondays, 11 & 3.
SEAGER, JOHN, Wine and Spirit Merchant, 4 Hungerford Wharf, Strand. First, 11*d. Edwards*, 1 Sambrook-ct., Basinghall-st., Jan. 7 and three subsequent Wednesdays, 11 & 2.
STRAHAN, WILLIAM, Sir JOHN DEAN PAUL, Bart., & ROBERT MAKIN BATES. Joint Estate, S econd, 8*d.* Sep. Estate of W. Strahan, Second, 2*s.* Sep. Estate of J. D. Paul, Second, 5*d. Bell*, 3 Coleman-st -bldgs., any Wednesday, 11 & 3.
WETTONE, JOSEPH HENRY, Bookseller, 213 Oxford-st., Marylebone. First, 6½*d. Nicholson*, 24 Basinghall-st., any Tuesday, 11 & 2.
WISE, MATTHEW, Fishmonger, 6 St. Martin's-ct., Ludgate-hill. First, 3*s.* 6½*d. Whitmore*, 2 Basinghall-st., any Wednesday, 11 & 3.

FRIDAY, *Jan.* 9, 1857.

HACKER, THOMAS, Timber Merchant, Bankside, Surrey. Third, 7-16*d. Stansfeld*, 10, Basinghall-st., Jan. 8, and three following Thursdays, 11 & 2.
HAWORTH, JOHN, Cotton Spinner, Stone Fold Mill, Haslingden, Lancaster. First, 1½*d. Pott*, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.
KEBBLE, GEORGE, Farmer, Hurst, Bucks. Second, 2*s.* 8½*d. Stansfeld*, 10, Basinghall-st., Jan. 8 and three following Thursdays, 11 & 2.
MAYOR, THOMAS & JAMES, Merchants, Freckleton, Lancaster. First, 2*s.* ½*d. Potts*, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.
SARELL, WILLIAM MARKS BENISON, Ironmonger, Holsworthy, Devon. First, 8*s.* 7*d. Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.
WILKEY, THOMAS, Emery Paper Manufacturer, 13 Prospect-place, Walworth. First, 1*s.* 9*d. Stansfeld*, 10 Basinghall-st., Jan. 8, and three following Thursdays, 11 & 2.

certificates to be allowed

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shewn on Day of Meeting.*

TUESDAY, *Jan* 6, 1857.

GILL, JOSHUA, Grocer, Dewsbury, Yorksh. Feb. 3, at 11. Leeds.
HARRISON, SAMUEL JAMES, Cabinet Maker, Kidderminster. Jan. 29, at 10. Birmingham.
HULBERT, JOHN, Soap Boiler, Bristol. Feb. 2, at 11. Bristol.
LEICESTER, CHAMNEY, & JOHN EELES LITTLEBOY, Corn Merchants, Liverpool. Jan. 28, at 11. Liverpool.
MARSTON, ROBERT, & GEORGE MARSTON, Manufacturers of Hosiery, Leicester. March 3, at 10.30. Birmingham.
STUART, WILLIAM CHARLES, Tailor, Cambridge. Jan. 28, at 1. Basinghall-st.

FRIDAY, *Jan.* 9, 1857.

BAKER, CHARLES HENRY, & JOSEPH AGUILAR, Cement Manufacturers, 9 Adam-st., Adelphi, trading in partnership with Robert Gadesden, under firm of Gadesden & Co. Jan. 30, at 1. Basinghall-st.
CLARK, HENRY, Ribbon Manufacturer, Nuneaton, Warwickshi. Feb. 5, at 10. Birmingham.
DELLAGANA, JAMES, & BARTHOLOMEW DELLAGANA, Stereotype Founders, 61 Red Lion-st., Clerkenwell. Jan. 30, at 11. Basinghall-st.
GUEST, ALFRED, Grocer, Kidderminster. Feb. 12, at 10. Birmingham.
HARGREAVES, JAMES HENRY, Sharebroker, Leeds. Jan. 30, at 11. Leeds.
HAWKIES, CHARLES, Camp Equipage Manufacturer, 86 Strand. Feb. 2, at 1.30. Basinghall-st.,
KING, GEORGE KELLY, Dealer in Embossing Presses, 3 Russell-crescent, Brighton. Jan. 30, at 11. Basinghall-st.
KNIGHT, GEORGE, Licensed-victualler, Antelope Hotel, Poole, Feb. 3, at 12 Basinghall-st.
LAZARUS ABRAHAM, Tailor, 116 High-st. Whitechapel, trading as Lazarus & Co. Jan. 30, at 12.30. Basinghall-st.
LINFOOT, BENJAMIN, Builder, Mansfield. Nottingham. Feb. 3, at 10.30. Birmingham.
MACKENZIE, JAMES & STEPHEN COTTON, Machine-makers, Leeds. Jan 30, at 11. Leeds.
MILLER JOSEPH, Brewer, Bevois-st. Southampton. Jan. 30, at 1. Basinghall-st.
MANTON, OCTAVIUS GEORGE, Surgeon, Bourn, Lincoln. Feb. 3, at 10.30. Birmingham.
PREBBLE, THOMAS, Plumber, 1, Clover-hill, Camden-road, Ramsgate, Jan. 30, at 11.30. Basinghall-st.
REEVE, WILLIAM, Engineer, 20 Albion-st., Caledonian-rd., Middlesex. Jan. 30, at 12. Basinghall-st.
SEACOLE, MARY, & THOMAS DAY, Provision Merchants, 1 Tavistock-st., Covent-garden, 17 Ratcliffe-terrace, Goswell-rd., and Spring-hill, and Balaklava, in the Crimea. Jan. 30, at 11. Basinghall-st.
TARLINGTON, GEORGE, Lodging-house-keeper, 28 Devonshire-st., Portland-pl. Jan. 30, at 11. Basinghall-st.
TAYLOR, WILLIAM, Grocer, York. Jan. 30, at 11. Leeds.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Jan.* 6, 1857.

BURGESS, JOHN, Builder, Kidderminster. 3rd Class, Dec. 29.
FOXLEY, THOMAS, Grocer, Birmingham. 2nd Class, Dec. 29.
GRIGG, DANIEL, Grocer, Westbromwich. 3rd Class, suspended for 3 mos. from Dec. 29.
JOHNSON, JOHN, Ironmonger, Bourn, Lincoln. 3rd Class, Dec. 30.
SHALES, THOMAS EDWARD, Linen Draper, Brighton. 2nd Class, suspended for 1 year from Dec. 30.
SIMPSON, RALPH BRADY, Builder, Sunderland. 3rd Class, Dec. 8.

FRIDAY, *Jan.* 9, 1857.

BRADBEE, GEORGE WHIFFIN, sen., & GEORGE WHIFFIN BRADBEE, jun., Fringe Manufacturers, 115 Newgate-st. 2nd Class to G. W. Bradbee, jun., after suspension of 6 mos., Dec. 2.
LOCKWOOD, JOSEPH WALTER DAY, Stock Broker, 3 Crown-ct., Threadneedle-st. 3rd Class, Jan. 2.
NEEDHAM, WILLIAM, & SAMUEL WHITE, Silk Manufacturers, 9 Friday-st., Cheapside. 3rd Class, Nov. 17.
NEWMAN, SAMUEL, Builder, Granville Hotel, Granville-terrace, Lee, Kent. 2nd Class, Dec. 19.
TEALE, FREDERICK GEORGE, & FRANCIS SMITH, Builders, Welbeck-st., Cavendish-sq., and 140 Blackfriars-road. 2nd Class, Dec. 30.
THOMAS, JAMES, Grocer, Ebbw Vale, Monmouth. 2nd Class, Jan. 6.
TOWSEY, CHARLES AUGUSTUS, Wine Merchant, Henley-upon-Thames. 2nd Class, Jan 6.
WALKER, JOHN NEWMAN, Hardwareman, 33 Houndsditch, Middlesex. 2nd Class, Jan. 2.
YOUNG, THOMAS ALFRED, Hotel Keeper, Hastings. 2nd Class, Jan 6.

BANKRUPTCIES ANNULLED,

FRIDAY, *Jan.* 9, 1857.

JACOB MEYERS, Manufacturer, 36 Steward-st., Spitalfields.
WALTER, LODGE, Cloth-manufacturer, Fennay-bridge, Huddersfield.

Assignments for Benefit of Creditors.

TUESDAY, *Jan.* 6, 1857.

KENNEDY, RICHARD FRANK, Chemist & Druggist, West Cowes. Dec. 12. *Trustees*, G. Dowman, Southampton; J. Moore, West Cowes; W. A. Baiss, Wholesale Druggist, London. *Sol.* Marett, 1, Albion-pl., Southampton.
MACARTHUR, PETER, Draper, Whitby. Dec. 13. *Trustees*, P. H. Laird, Draper, York; G. Fordyce, Merchant, Glasgow; J. Anderson, Merchant, Manchester. *Sol.* Holtby, Low Ousegate, York.
WILLIAMSON, THOMAS, Draper, Vincent-pl., Bedminster, Bristol. Dec. 8. *Trustee*, G. Williamson, Draper, Pontypool, Monmouthsh. *Sol.* Ayre, jun., 21 Bridge-st., Bristol.

FRIDAY, *Jan.* 9, 1857.

BARTON, WILLIAM, Farmer, Dunks Green, Wrotham, Kent. Dec. 24 *Trustees*, W. Hook, Gent., Tonbridge; G, Lambert, Corn Merchant, Tonbridge; F. Ashby, Corn Merchant, Tonbridge. *Sol.* Warner, Tonbridge.
BRAY, THOMAS, & ILLINGWORTH BUTTERFIELD, Worsted Spinners, Bradford. Dec. 30. *Trustees*, B. Jngle, Manufacturer; G. Hodgson, Ironfounder; O. Ingham, Dyer; all of Bradford, & J. Bray, Contractor, Moor-park, Harrogate. *Sol.* Taylor, 9 Rawson-place, Bradford.
FOREMAN, ROBERT, Attorney-at-Law, Tunbridge Wells, Kent. Dec. 31. *Trustees*, H. Sawyer, Grocer, Tunbridge Wells; J. Delves, Gent., Blenheim-place, Tunbridge Wells. *Sols.* Alleyne & Walker, Tunbridge Wells.
HARGRAVE, CHARLES WILLIAM, & CHARLES WILMOT WILKINSON, Warehousemen, St. Paul's-churchyard. Dec. 29. *Trustees*, R. Lambert, Warehouseman, Friday-st.; G. Miller, Warehouseman, Lawrence-lane; J. Keighley, Warehouseman, Foster-lane. *Sols.* Reed, Langford, & Marsden, 59 Friday-st.
JONES, PETER, Contractor, Manchester & Nottingham. Dec. 16. *Trustees* W. Burgass, Brickmaker, Nottingham; S. Eyre, Coal Merchant, Sneinton, Nottingham; W. Knight, Timber Merchant, Nottingham; E. Knight, Cement Merchant, Manchester. *Sol.* Wells, Fletcher-gate, Nottingham.
KING, WILLIAM, Draper, Hastings. Dec. 15. *Trustees*, W. White, Warehouseman, Cheapside; T. Fairbridge, gentleman, Cheapside. *Sols.* Ashurst, Son, & Morris, 6, Old Jewry.
LESITER, JOHN, Hatter, 403 Oxford-st. Dec. 11. *Trustees*, W. Watson, Hat Manufacturer, Red Cross-st., Southwark: A. George, Hat Manufacturer, 93, Southwark Bridge-rd. *Sols.* Cutler & Druce, 5, Bell-yard, Doctors' Commons.

STANLEY, JOHN MASSU, Gent., Hove, Sussex. Jan. 7. *Trustees*, J. Legg, Tailor, Brighton; E. Packham, Ironmonger, Brighton. *Sols.* Cornford, Black, & Freeman, 58 Ship-st., Brighton.

SUTCLIFFE, JAMES, Commission Agent, Manchester. Jan. 2. *Trustees*, T. H. Birley, Commission Agent; J. Banning, Salesman; & T. L. Williams, Commission Agent, all of Manchester. *Sols.*, Sale, Worthington, & Shipman, 64, Fountain-st., Manchester.

Partnerships Dissolved.

TUESDAY, *Jan.* 6, 1857.

ADAMS, GEORGE, & SAMUEL KENDRICK, Goldsmiths, Unett-st., Birmingham, under firm of G. Adams & Co. Jan. 28.

APPLETARD, WILLIAM, JACOB CRAVEN, & WILLIAM GIBSON, Commission Agents, Bradford, Yorksh. Dec. 31.

ARTAUD, W., & S. ARTAUD, Upholsterers, 79 Wimpole-st., Marylebone. Jan. 1.

ASTLEY, WILLIAM PARKER, & ROBERT BLYTH, jun., Commission Agents, Kingston-upon-Hull. Debts received and paid by R. Blyth, jun. Jan 1.

ATKINSON, FRANCIS, & WILLIAM ATKINSON, Stock and Share Brokers, 61¼ Threadneedle-st. Debts received and paid by W. Atkinson. Jan 5.

BALLARD, SAMUEL, & JOSEPH TAYLOR BALLARD, Drapers, Cambridge. Debts received & paid by S. Ballard. Dec. 31.

BARKER, JAMES, & WILLIAM BARKER, Agricultural Implement Makers, Dunnington, York. Debts received and paid by W. Barker. Jan. 1.

BEAUMONT, JOHN, JOSEPH KAYE, DAVID HOBSON, GEORGE BEAUMONT, DAVID LIVERSIDGE, & THOMAS GLEDHILL, Cloth Dressers, Neney's Mills, Honley, Almondbury, York, under firm of Beaumont, Kaye, & Co., as regards David Hobson. Nov. 8.

BENNING, HENRY, & GEORGE REVELY SLADER, Surgeons, Barnard Castle, Durham. July 12.

BENTHAM, CHRISTOPHER, THOMAS L. BOWEN, & RICHARD BLYTHE, Tea Merchants, Liverpool, as regards R. Blythe. Dec. 31.

CLAY, RICHARD, & JOSEPH HOOD CLAY, Ironmongers, Nuneaton, Warwick. Dec. 13.

DIXON, ISAAC, & PARKIN SLEIGHT, Joiners, Liverpool, under firm of I. Dixon & Co. Debts paid and received by I. Dixon. Jan. 2.

DUARTE, THOMAZ JOZE, EDWARD POTTER, RICARDO THOMAS DUARTE, & RICARDO ERNESTO DE CARVALHO, under firm of Duarte, Irmaos, & Co., as respects Edward Potter & Ricardo Thomaz Duarte, Lisbon. Dec. 31.

DYSON, THOMAS, & STEPHEN BENNETT, Rug Manufacturers, Nottingham. Dec. 20.

FEARON, ISAAC & JOHN CHRISTIE WELCH, Preston;. Debts received and paid by J. C. Welch. Dec. 31.

FLETCHER, WILLIAM, & JOSHUA BLAKEY, Woollen Cloth Finishers, Saville Mill, Halifax, under firm of W. Fletcher & Co. Debts received and discharged by J. Blakey. Jan. 2.

GIBBONS, WILLIAM, & JAMES EDDLESTON, Reed Makers, Witton, Blackburn, under firm of W. Gibbons & Co. Debts received and paid by W. Gibbons. Jan. 2.

GLEDHILL, RICHARD, JOHN ASHWORTH, & THOMAS ASHWORTH, Cotton Warp Sizers, Bradford, under firm of Gledhill, Ashworth, & Co.; as concerns J. Ashworth. Dec. 31.

GIBSON, ELIZA RUTH, & JANE ZIEGLER, Grocers, 54, Amwell-st., Clerkenwell. Nov. 28.

HAYWOOD, JOSEPH, & WILLIAM COOKE, Merchants, Sheffield. Dec. 31.

HILTON, J., SAMUEL WATSON, & SAMUEL JACKSON PAGE, Auctioneers, Liverpool; under firm of Page & Co.; as regards S. Watson. Jan. 2.

HOLT, ANN, & ELIJAH KERSHAW, Tin Plate Workers, Oldham. Debts received and paid by E. Kershaw. Jan. 1.

HOPKINSON, WILLIAM, HENRY HOPKINSON, & JOHN HOPKINSON, Curriers, Chesterfield, Derby, and Sheffield, York; under firm of W. Hopkinson & Brs. Jan. 4.

ISAACSON, JOHN, & GEORGE ISAACSON, Attorneys, 40 Norfolk-st., Strand, Dec. 31.

JAEGER, A. L., & L. F. LINGEMAN, Merchants, 29 Great St. Helen's, Bishopsgate-st. Dec. 31.

KER, ROBERT, GEORGE SCHOLFIELD, EDWARD DOERING, JOSEPH CHENEY BOLTON, & WILLIAM KER, sen., Liverpool; under firm of Scholfield, Doering, & Co., and at Glasgow, under firm of Ker, Doering, & Co. Dec. 31.

KING, SAMUEL, & JOHN KING, jun., Cotton Spinners, Manchester. Debts received and paid by J. King. Jan. 1.

LEWIS, JOSIAH, HENRY TRUEMAN, & MARY BRIDGETT, Silkmen, Derby, Newcastle-under-Lyne, Malmsbury, & Manchester; under firm of T. Bridgett & Co., and at Aldermanbury, London, under firm of J. Bridgett & Co. Business continued under same firms by J. Lewis, by whom debts will be received and paid. Dec. 31.

LUMB, LEVI, & JOHN BOSWELL, Cotton Spinners, Brotherod Mill, Spotland, Rochdale. Debts received and paid by L. Lumb. May 1, 1855.

M'CALDON, DAVID, EDWIN KNIGHT, Horse Dealers, Manchester. Debts received and paid by D. M'Caldon. Dec. 29.

MILLER, JOHN SPITTALL, GEORGE MILLER, & GEORGE MILLER, Warehousemen, 20 Watling-st.; under firm of Duric and Miller; as regards J S. Miller. Dec. 31.

MILNE, CHARLES, & THOMAS MILNE, Wine Merchants, Cliff-hill, Warley, York. Dec. 31.

MORTON, ELI, & JOSEPH ROBINSON, Plasterers, Birchincliffe, Huddersfield. Debts received and paid by E. Morton. Jan. 2.

MORTON, CHARLES, & THOMAS GATH, Watch and Chronometer Manufacturers, 1 Small-st., Bristol. Debts received and paid by T. Gath. Jan. 1.

NOAKES, STEPHEN, & THOMAS JONES, Wine Merchants, 73, Back Church-Lane & 6 New Broad-st.; under firm of Jones & Co. Debts received and paid by T. Jones. Dec. 31.

OWEN, WALTER, & GEORGE BARGH OWEN, Chemists, Broad-st. & Duke-st., Sheffield. Dec 31.

PAGE, WILLIAM JAMES, & EDWARD JOSEPH PAGE, Cricket-bat Makers; under style of Page, Brs., Kennington. Jan. 1.

PORTER, PHILIP, & F. W. B. VERNON, Cotton Brokers, Liverpool; under firm of Porter, Vernon, & Co. Dec. 31.

RICHARDSON, WALTER, & JNO. SANT, Veterinary Surgeons, Lincoln. Jan. 1.

SAYER, JAMES, & RICHARD SAYER, Silversmiths and Pawnbrokers, 29 Brydges-st., Covent-garden. Dec. 31.

SELBY, CHARLES EMANUEL, & WILLIAM THOMAS SELBY, Plumbers, Camberwell. Debts received and paid by C. E. Selby. Jan. 2.

SERJOMBE, THOMAS, ARCHIBALD HAY JACK, Printers, 16A Great Windmill-st. Jan. 5.

SHELBOURNE, WILLIAM & JOS. SHEFFIELD, Wine Mdrchants, 5, St. Ann's-pl. Limehouse. Dec. 31,

SHORTEN, CHARLES THOMAS, & ALFRED JOHN SHORTEN, Veterinary Surgeons, Ipswich. Debts received and paid by C. T. Shorten. Jan. 1.

SIGLEY, CHARLES, & THOMAS SHAWCROSS, Stonemasons, Manchester. Debts received and paid by C. Sigley. Dec. 31.

SMITH, JOHN, WILLIAM HENRY SMITH, & ALEXANDER WILLIAMS, Metallic Plate Embossers, 8 Upper Fountain-pl., City-rd.; under style of J. Smith & Co. Aug. 1.

SOPWITH, THOMAS, & JOHN SOPWITH, Joiners, Newcastle-upon-Tyne. Debts received and paid by J. Sopwith. Dec. 31.

SPYER, JONES, & SALOMON SPYER, Attornies, 30 Broad-st.-bgs. Dec. 31.

STRICKETT, JOHN, & THOMAS CROSTHWAITE, Wine Merchants, Workington, Cumberland. Jan. 1.

THOMAS, JAMES, & WILLIAM RICHARD HARGRAVES, Drapers, 29, Oxford-st. Jan. 1.

THORNBER, JOHN BARKER, & HANNAH COCKCROFT, Manufacturing Chemists, Halifax; under style of J. Thornber. Debts received and paid by J. B. Thornber. Oct. 1, 1856.

WEBBER, CHARLES GEORGE, & FRANCIS CRAMP, Wine Merchants, London and Oporto. Dec. 31. Since Dec. 31 carried on by Francis Cramp & Charles Offley, under style of Offley, Cramp, & Co., in London, and Offley & Cramp, in Oporto, who will receive and discharge all debts of late partnership.

WHITE, JOSEPH, & WILLIAM FAIRCHILD, Tea-dealers, 63 & 107 High-st., Southwark. Jan. 2.

WILSON, RICHARD, & BENJAMIN WILSON, Wine Merchants, Bramley, near Leeds. Debts received and paid by B. Wilson. Dec. 31.

YATES, JOHN, GEORGE YATES, & EDWIN YATES, British Plate Makers, Birmingham; under style of J. Yates & Sons; as regards J. Yates. Debts received and paid by G. & E. Yates. Jan. 1.

Erratum in Gazette of Jan. 2.

SCHENK, G. & R., Ship Agents, 4 Vine-st., Minories. Date of dissolution should have been 26th Oct., 1850, and not 26th Oct., 1856.

FRIDAY, *Jan.* 9, 1857.

ARNOLD, JOHN, & EDWARD PIGEON, Wine and Spirit Brokers, 23 Great Tower-st., London. Dec. 31.

ASH, THOMAS, & JOSEPH ASH, Zinc Manufacturers, Birmingham, under firm of T. Ash & Son. Debts received and paid by T. Ash. Jan. 6.

BECKETT, WILLIAM, Sir THOMAS BECKETT, Bart., EDMUND DENISON, JOHN SMITH, & GEORGE HYDE, Bankers, Leeds, under firm of Beckett & Company; as concerns G. Hyde. Jan. 1.

BINSTEAD, ARTHUR JOHN, & EDWARD MADDOCKS FOSTER, Chemists, Bognor. Debts received or paid by A. J. Binstead. Jan. 1.

BRAY, THOMAS, & ILLINGWORTH BUTTERFIELD, Worsted Spinners, Bradford, under firm of Bray, Butterffeld, & Company. Dec. 30.

BRIDGES, JOHN, NATHANIEL MASON, & NATHANIEL BRIDGES, Solicitors, 23 Red Lion-sq. Dec. 31.

BURGESS, FREDERICK JOSIAH & GEORGE HENRY DOSWELL, Surgeons, Bishops-Waltham. Debts received and paid by F. J. Burgess. Dec. 31.

CANDY, CHARLES, CHARLES WILSON, & MATTHEW POTTER, Merchants, 4 & 5 Watling-street, and at Paris, Etienne, and Lyons, under firm of Charles Candy & Co.; as concerns M. Potter, Debts received and paid by C. Candy and C. Wilson. Jan. 8.

CARTER, JOHN, & JOSEPH CRABTREE, Cotton Warp Sizers, Bradford. Jan. 3.

CUNNINGHAM, JAMES, & HENRY PLANT, Hide Brokers, Dudley, Worcester, under firm of Cunningham & Swindley. Debts received and paid by H. Plant. Jan. 2.

EDWARDS, JUDITH, & JOHN EDWARDS, Butchers, 84 & 85 Regent-st., Lemmington Priors, under firm of Judith Edwards & Son. Debts received and paid by John Edwards. Dec. 31.

ELLIS, EDWARD, & THOMAS DOBSON, Fancy Woollen Manufacturers, Kirkburton, York. Debts received and paid by E. Ellis. Dec. 31.

FEARON ISAAC & JOHN CHRISTIE WELCH, Preston. Debts received and paid by J. C. Christie. Dec. 31.

FRY, RICHARD, & THOMAS FRY, Tea-brokers, Liverpool, under firm of W, Fry & Sons. Jan. 1.

FULLER, JOHN, & THOMAS DODD, Cattle-salesmen, at London and Southall Market. Dec. 31.

GAUKROGER, GEORGE, JOSEPH GAUKROGER, & THOMAS GAUKROGER, Card-manufacturers, Craven Edge Mill, Halifax, under firm of G. Gaukroger & Sons. Business carried on by Jos. Gaukroger and Thomas Gaukroger, together with Henry Gaukroger, of Halifax, under firm of Gaukroger Brothers, who will receive and discharge all debts due by late partnership. Jan. 2.

GLOVER, WILLIAM, & JOSEPH GLOVER, Farriers, Lower Tooting, Surrey, Dec. 31.

HARRIS, GEORGE, & RICHARD SHERRATT, Joiners, at St. Helen's, Lancaster. Jan. 1.

HUTCHINGS, THOMAS WILLIAM BISHOP, & JOHN BEATER, Timber-merchants, under style of J. Beater & Co. Debts received by J. Beater, and claims sent in to him. Jan. 1.

HUNT, EDWARD, JOHN PARR WALTER, & EMANUEL BRISON, Brush Manufacturers, Bristol, as regards Edward Hunt. Debts received and paid by Walter & Brison. Jan. 7.

JONES, JOHN HENRY, & THOMAS HURDLEY, Mercers, Shrewsbury. Oct. 1

MARSHALL, ROBERT, & JOHN BUCHANAN CREE, Ship Brokers, 150 Leadenhall-street. Dec. 31.

MAY, ROBERT, & ROBERT LOFTUS, Cabinet Makers, Beverley. Debts received by and claims to be sent to R. Loftus. Jan. 1.

JOHN PEEL, JOHN PEEL, jun., ANDREW CASSELS, CHARLES PEEL, & WILLIAM SCOTT, Bombay, under firm of Peel, Cassels, & Co., as regards W. Scott. May 31.

PIERCE, WILLIAM, & EDWIN OWEN, Cabinet Makers, Wrexham, Denbigh, Debts paid and received by W. Pierce and E. Owen, until further notice. Jan. 5.

ROBINSON, WILLIAM, & THOMAS WILLIAM FLETCHER, Solicitors, Dudley, Worcester. Jan. 1.

SALTER, JARVIS, JAMES SALTER, & CHARLES SALTER, Wheelwrights, Wribbenhall, Kidderminster. Debts received and paid by J. & C. Salter, who carry on the business. Dec 31.

SANSOM, JOHN WATERHOUSE, & THOMAS JOHN CRESWICK, Silversmiths, Sheffield. Debts received and paid by T. J. Creswick. Dec. 29.

SHEARD, MICHAEL, JOHN SHEARD, JOSEPH SHEARD, & BENJAMIN SHEARD, Woollen Manufacturers, Batley, York, under firm of Michael Sheard & Sons. Business carried on by John Sheard, Joseph Sheard, & Benjamin Sheard, with George Sheard, of Batley, under firm of Michael Sheard & Sons, who will receive and pay debts of late co-partnership. Jan.

SMITH, HENRY JOHN, & REYNOLD HARWOOD, Coal Merchants, Highbridge, Burnham, Somerset, under firm of H. J. Smith & Co. Debts received and paid by H. J. Smith. Jan. 5.

SMYTH, WILLIAM GOULD, JOHN TAPP SMYTH, & GEORGE GOULD SMYTH, Tanners, under firm of Smyth Brothers, Liverpool, and South Molton, Devon. Jan. 1.

THOMASSON, THOMAS, & HENRY WILLIAMS, Ironmongers, New-st., Worcester. Debts received and paid by T. Thomasson. Jan. 6.

TODD, JOHN, & JONATHAN TODD, Machine Wool Combers, Bradford, York, under firm of J. Todd & Son, Aug. 1850, when business carried on by Jonathan Todd & Matthew Todd, under firm of J. Todd & Sons, at Bradford & Ovenden.

VALLANCE, GEORGE, & JOSEPH HAIR, Tallow Chandlers, Mansfield, Nottingham. Debts paid and received by G. Vallance.

WALMSLEY, WILLIAM THOMAS, & CHARLES EDWARD WALMSLEY, Cotton Spinners, Marple, Chester, Debts received and paid by W. T. Walmsley. Jan. 2.

WATSON, FREDERICK ELWIN, & JAMES CALTHROP BARNHAM, Attornies, Norwich. Dec. 31.

WIGFIELD, MARY, WILLIAM WIGFIELD, & THOMAS WIGFIELD, Grocers, Rotherham, York, under firm of Mary Wigfield & Sons, as respects Mary Wigfield. Debts received and paid by W. & T. Wigfield, who carry on the business. Jan. 1.

Creditors under Estates in Chancery.

TUESDAY, *Jan* 6, 1857.

BALLINTEN, JEREMIAH, Ballast-master, King's Lynn, Norfolk. Died April, 1856. Creditors to come in on or before Feb. 6, at V. C. Kindersley's Chambers.

BLAIR, JAMES, Uttoxeter, Staffordsh. Died April, 1856. Creditors to come in on or before Jan. 30, at V. C. Wood's Chambers.

FRIDAY. *Jan.* 9, 1857.

CROOK, JOHN, Cotton-spinner, James's-terrace, Cheetham-hill, Manchester. Died Dec., 1853. Next of kin and creditors to come in and prove their claims on or before Feb. 3, at the office of Registrar Liverpool District Court of Chancery, 4 Norfolk-street, Manchester.

FOSTER, SAMUEL BEETENSON, Gent. Liverpool, and late of Dumfries. Died July 1856. Creditors to come in and prove their debt on or before Feb. 6, at the office of the Registrar for Liverpool District Court of Chancery, 1 North John-street, Liverpool, on or before Feb. 6.

Winding-up of Joint Stock Companies.

TUESDAY, *Jan.* 6, 1857.

BODMIN UNITED MINES COMPANY.—Call of £1 per share, in addition to the calls amounting to £1 11s. per share already made by the Company prior to the order for winding up. Master of Rolls Chambers, Jan. 19, 1857, at 1.

ELECTRIC TELEGRAPH COMPANY OF IRELAND.—List of contributories to be settled, Master of Rolls Chambers, Jan. 15, at 2.

PROTESTANT LIFE AND FIRE INSURANCE ASSOCIATION.—V. C. Kindersley purposes, at his Chambers, Jan. 19, 1857, at 12, to make a call of £4 10s.

ROYAL BRITISH BANK.—V. C. Kindersley purposes, at his Chambers, Jan. 10, 1857, at 2, to make a call for £75 per share.

SAXON LIFE ASSURANCE SOCIETY.—Petition for winding up this Company was presented to the Lord Chancellor by W. E. Williams, surveyor, 75 Coleman-st., Jan. 6.—Ashurst & Co., petitioners' solicitors, 6 Old Jewry.

FRIDAY, *Jan.* 9, 1857.

BODMIN UNITED MINES COMPANY.—The Master of the Rolls purposes, at his Chambers, Jan. 19, at 1, to make a further call of £1 per share.

NORWICH YARN COMPANY.—The Master of the Rolls orders a call of £90 per share, payable peremptorily, on Thursday, Feb. 19, at the Norfolk Hotel, Norwich, to Alfred Ainger, off. man.

PROTESTANT LIFE AND FIRE INSURANCE ASSOCIATION.—V. C. Kindersley purposes, at his Chambers, Jan. 19, at 12, to make a call for £4 10s. per share.

Scotch Sequestrations.

TUESDAY, *Jan.* 6, 1857.

MACKENZIE, ALEXANDER, County Clerk, Dingwall, Ross-shire, Dec. 31. Meeting at 12, Jan. 13, Dingwall.

MACKINLAY, ROBERT, Grocer, St. Nicholas-st, Aberdeen, Jan. 2. Meeting at 3, Jan. 15, St. Nicholas Hotel, Aberdeen.

MATHER, JOHN, Surgeon, Haddington, Dec. 31. Meeting at 12, Jan. 12, George Inn, Haddington.

MITCHELL, JOHN, Slater, Dunoon, Dec. 31. Meeting at 2, Jan. 10, Wellington Hotel, Dunoon.

PULLAR, WILLIAM, Baker, Perth, Dec. 31. Meeting at 1, Jan. 12, Perth.

FRIDAY, *Jan.* 9, 1857.

BANKS, JAMES, Glazier, Findlay-st., Glasgow, Jan 5. Meeting at 2, Jan. 13, Globe Hotel, George-sq., Glasgow.

CARMICHAEL, ARCHIBALD, Farmer, Middleton, Glaselune, Blairgowrie, Jan. 7. Meeting at 12, Jan. 16, Royal Hotel, Dundee.

COCKBURN, ARCHIBALD WILLIAM, Doctor of Medicine, lately at Kensington, London, and now in South Charlotte-st., Edinburgh. Jan. 5. Meeting at 12, Jan. 14, 18 George-st., Edinburgh, instead of Jan. 5, as formerly advertised.

DRYSDALE, JAMES, Provision Merchant, 34 Renfield-street, Glasgow, Jan. 2. Meeting at 12, Jan. 13, Globe Hotel, George-sq., Glasgow.

FORSYTH, JOHN, Farmer, Cuthil, Whitburn, Linlithgow. Jan. 2. Meeting at 12, Jan. 16, Robertson's Hotel, Bathgate.

GOURLAY, JOHN, Plumber, High-st., Dumfries. Jan. 2. Meeting at 12, Jan. 13, Commercial Inn, Dumfries.

HINSHAW, ROBERT, Spirit Dealer, Motherwell, Lanark. Jan. 5. Meeting at 1, Jan. 14, Crow Hotel, George-sq., Glasgow.

MACKINLAY, ROBERT, Grocer, St. Nicholas-st., Aberdeen. Jan. 2. Meeting at 3, Jan. 15, St. Nicholas Hotel, Aberdeen.

NAISMITH, THOMAS, Carter, Woodside, Glasgow, Jan. 6. Meeting at 12, Jan. 16, Faculty-hall, Glasgow.

WATSONS & Co., Woollen-drapers, Paisley, Jan. 7. Meeting at 11, Jan. 19, Rose and Thistle Hotel, Paisley.

Scotch Partnerships Dissolved.

[*Extract from the* Edinburgh Gazette *of Jan.* 2, 1857.]

HEATLEY, R. D., & T. J. HARKER, under firm of Dunbar, Heatley, & Co., Merchants, Glasgow. Dec. 31.

HEATLEY, R. D., & T. J. HARKER, under firm of Heatley, Harker, & Co., Merchants, Valparaiso. Dec. 31.

WALKER, WILLIAM R., & JOHN MACKAY, under firm of Walker, Mackay, and Co., Warehousemen, Glasgow. Dec. 31.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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ERRATA.

Page 23, *column* 2, *line* 42 *from top, for* "continued," *read* "contrived."

Page 24, *column* 1, *delete line* 20 *from bottom, and insert a full-point, instead of comma, at the word* "elevation" *in the following line.*

Page 30, *column* 2, *in line* 6 *of paragraph referring to* Leeds Law Society, *for* "legal forms," *read* "legal reforms."

THE SOLICITORS' JOURNAL.

LONDON, JANUARY 17, 1857.

THE solicitor and his client have, we believe, an equal interest in advancing legal reform; and whatever changes of law and practice are beneficial to the one will, in the long run, prove salutary to the other. We firmly maintain, and shall steadfastly act upon, this principle; and so long as it is kept in mind, there will be no room for extravagant alarm as to the effect upon the interests of solicitors of possible alterations in the course of business. We hold it to be absolutely certain that public and professional advantage are identical, and that any measure which promotes the one must also advance the other. To proclaim that the interest of the solicitor is antagonistic to that of all the world besides, appears to us, in the first place, to be manifestly untrue; and, secondly, to be singularly rash. If ever a question could possibly arise on which the general good demanded one course of legislation, and the good of the legal profession demanded another, we are bound to say, in all sincerity, that we believe the national resolve would overpower the opposition of a class. We should only deceive our readers if we pretended to expect that the closest union, and the most energetic action of the body of solicitors, could resist the combination of all other classes of the community. The power of the profession is very great; and, wisely directed, may effect vast results, while blind and rash resistance to the course of social progress may destroy it. The unlearned laity is prone to jealousy and distrust of lawyers; and although much has been done to diffuse a juster estimate of the legal body, it is by no means too late for ill-advised and intemperate agitation to damage or destroy the credit that has been slowly gained.

These remarks appear to us by no means inappropriate, as the time draws near for the opening of a session which promises to be fertile in the discussion, and perhaps in the enactment, of very sweeping changes in legal practice. Whatever may be the feelings and wishes, and the true view of the interests of the solicitors, it is pretty plain that the existing system of conveyancing will undergo extensive modifications at no distant day. We do not believe that it would be sound policy to resist this change, and we are fully convinced that the opposition, if attempted, would prove useless. But the judicious statesman will contrive to lead and guide a movement which he feels himself inadequate to withstand; and this is the line of conduct which the lawyers, if prudent, will adopt when the public, no longer intent on war but on domestic grievances, demands the abolition of a system of which it feels the burden, but cannot understand the merits. If the lawyers were so perverse and blind as to refuse their aid in framing a plan of registration for real property, the ill-digested schemes of former years would be reproduced and inconsiderately adopted by a people who know the evil from which they fly, but not that upon which they rush. It will be in the memory of many readers that the LORD CHANCELLOR'S bill for registering estates very nearly became law in 1851, and again in 1853; and that the successful opposition to that bill was mainly the work of the various Law Societies, bodies which comprised among their members the most extensive experience of the working of the existing system, and the most reliable opinions upon the various schemes that had been framed as substitutes.

Now, it was felt by the authors of this successful opposition that the attempt they had once defeated would be speedily renewed, and that, if they would continue to hold the advantage they had gained, they must appear not only as objectors but as proposers, and must be prepared to explain to Parliament not only what could not but what could be done. The registration of deeds was believed to be either impossible or mischievous; but the registration of legal titles appeared simple and practically useful. This was the plan which was investigated by the Committee of the House of Commons in 1853, and which we may presume has been under the consideration of the Royal Commission which has sat during the three last years. It would appear that the ATTORNEY-GENERAL has determined to propose such a system of registration to Parliament in the forthcoming session; and we believe it will be generally felt, by all who understand the scheme, that it offers the best, and perhaps the only solution of a most difficult problem in legislation. Whether such a bill will be carried this year or next year is, of course, quite uncertain, and depends upon a variety of accidents and conflicting influences. But it is our duty to impress upon our readers, that the adoption of such a measure is possible at the present moment, and very probable at no distant day. We repeat that conveyancing practice cannot, and will not, continue what it now is. We do not ourselves believe that the true interest of the profession requires that it should so continue; and, whether that be so or not, we are convinced that the day for resisting alteration is gone by, and that we should injure instead of benefitting the solicitors by attempting to maintain the system as it now exists. A change which many people call, whether rightly or wrongly, a reform is necessary and inevitable; and if the profession will not lead this movement, the only alternative will be to follow it. The intimate familiarity of solicitors with all the details of conveyancing ought to secure to them a large share of influence in framing any scheme of registration that is intended to work successfully. But the authority that might be thus acquired will, of course, be forfeited at the outset, if the earliest rumour of the contemplated measure is encountered by a thoughtless clamour, the offspring of ignorance, and of a very narrow and mistaken view of sectional and individual interests. We firmly believe that the reform which popular instinct declares possible professional sagacity might effect, and that the solicitors who contributed to procure this great advantage for the community would not find themselves losers by it in point of income, and, at the same time, they would gain immensely in social influence and consideration, as the authors of a wise, and bold, and thoroughly disinterested reform.

We shall not, however, pretend for a single instant to disguise those features of the scheme for registering titles which have a tendency to alarm solicitors. The popular conception of a lawyer is that he is a man who lives by verbiage, and even lawyers must admit that this idea is, to some extent, a just one; inasmuch as they cannot but feel that, if verbiage is likely to be done away with, the question of how lawyers

are thenceforth to live assumes an immediate and very urgent interest. But we do not apprehend that it will be found impossible to combine with the altered practice a change in the method of remuneration, which shall secure to the solicitor an adequate recompense for the trouble and responsibility he undertakes, and shall at the same time get rid of many features of the existing system of conveyancing charges which every one admits to be indefensible. The practice in various other countries of charging a per centage upon the value of property, bought or sold, would furnish one method of remunerating the solicitor without regard to the number of folios in the conveyance. The plan of registering legal titles to land is commonly explained by comparing it to the bank accounts of stock, and the parallel might be extended by supposing the solicitor to be paid, like the stockbroker, by a per centage, and the business of buying and selling land to be strictly confined, like that of dealing in stock, to a special and well-known class of men. If it be really the wish of the ATTORNEY-GENERAL to produce and carry a measure which shall satisfactorily dispose of the long-vexed subject of registration, he will take care that the question of conveyancing costs is maturely considered and equitably adjusted by the Legislature. The share which solicitors may take in preparing and elaborating the scheme of registration will command for them a respectful hearing when they urge what they conceive to be their own fair claims. This advantage they may derive from an enlightened perception of their own as involved in the general good, and it can only be endangered by proclaiming to the profession and to the public that their interests are irreconcilably opposed.

THE case of SWINFEN *v.* SWINFEN, in which the Court of Common Pleas gave judgment on Monday last, relates to a subject of great interest, and is a very curious illustration of the spirit in which that very important branch of the Legislature—the fifteen judges—perform their duties.

As all our readers are aware, a practice has long existed, founded, like many other practices in English law, upon no definite principle, by which counsel exercise the functions of judges, more or less directly compelling their clients to submit cases to arbitration, or to compromise them on such terms as appear to the counsel to be fair. There are, no doubt, many circumstances in which this practice is highly beneficial to the client's interests; but, like every other practice resting on no intelligible ground, it produces, in a large minority of cases, the most cruel injustice. Few objects would be of more importance to the legal profession than a clear exposition of the principles which ought to regulate the right of legal advisers in general, and of counsel in particular, to act for their clients; and the case of SWINFEN *v.* SWINFEN would almost seem to have been made on purpose to give the court by which it was decided an opportunity of laying down such rules.

The facts, stated very shortly indeed, were as follows:—On a trial affecting the right to a large property, the counsel (Sir F. THESIGER), the attorney (Mr. SIMPSON), and the client (Mrs. SWINFEN), met after the adjournment of the court on a Saturday night, and Mrs. SWINFEN took time to consider a proposal for a compromise, suggested to her by Sir F. THESIGER. On the Sunday, she sent a telegraphic message, distinctly refusing to accept it. On the Monday, Mr. SIMPSON learnt a fact which led him to think that the cause ought to be compromised, and in this opinion Sir FREDERICK concurred with him. Mrs. SWINFEN being absent, and not being aware of the fact which led her legal advisers to their opinion, her counsel agreed to certain terms with the counsel on the other side. Mr. SIMPSON was present during the negotiation, and did nothing to prevent it, though he told his counsel that he could not take the responsibility of instructing them to compromise. Sir F. THESIGER, thereupon took the responsibility on himself, and closed the negotiation, which was made in the usual course an order at *nisi prius*, and afterwards a rule of court. The client refused to carry out the terms, and the question whether she was at liberty to do so, arose upon a motion to make absolute a rule for an attachment against her for such refusal.

This state of facts raised, as broadly as possible, two questions vitally important to all legal practitioners. First. If an attorney is present in court during a negotiation between counsel, and offers to such negotiation no opposition of which the other side can take notice, does he consent to the terms on which the negotiation issues; and if so, does such consent bind the client? Secondly. Have counsel in a cause general authority to compromise it, independently of the instructions of the attorney, express or implied? Each of these questions is of the highest practical importance, and it is not a little singular that they should have remained so long unsettled. It is no less singular that, when these points are raised, the effect of the first decision upon them should have been to involve each of them in even greater obscurity than formerly prevailed. A better illustration could hardly have been given of the extreme inconvenience of committing one of the most important parts of our legislation to the hands of legislators who can only act under a double set of fetters. One set is imposed upon them by the fiction that they only declare, but do not make the law; and the other, by the fact that they can only enunciate such principles as are required by the circumstances which come before them, or are permitted by the forms of procedure by which they are presented to their notice.

As our readers are doubtless aware, a rule for an attachment can only be made absolute by the unanimous judgment of the court. In SWINFEN *v.* SWINFEN Mr. Justice CROWDER took one view, and Mr. Justice CRESSWELL and Mr. Justice WILLIAMS took another. There was, therefore, no rule; and as Mr. Justice CROWDER's opinion prevailed in opposition to those of his brethren, it fell to his lot to deliver judgment. The effect of this is, that in so far as SWINFEN *v.* SWINFEN is an authority at all, it is an authority *against* the view adopted by a majority of the judges who heard it; and as if this were not confusing enough, the judgment of Mr. Justice CROWDER, on one of the two points in question, is of the very narrowest and most negative kind. He does not decide whether, under the circumstances which we have stated, the tacit consent of the attorney would bind his client, but confines himself to saying, "I am strongly disposed to think that after counsel has had a personal interview with his client for the express purpose of obtaining authority to compromise on the given basis, which the client has declined to give, the counsel ought not to act even upon the direct instructions of the attorney, if at variance with the client's expressed determination." Probably Mr. Justice CROWDER is of opinion that, if such instructions were given, and were acted on, the compromise would not be binding on the client; but, if this be his opinion, his language very inadequately expresses it. Still less satisfactory is his opinion on the question whether the conduct of the attorney in this case amounted to a tacit consent. All that he says is that he does not think that an *attachment* ought to be granted on the strength of it; but he leaves it quite uncertain whether an *action* might not be brought on the compromise itself. On this part of the case, therefore, SWINFEN *v.* SWINFEN is only an authority for the proposition that it has been held by one Judge against two that, if a client has expressly dissented from a proposed compromise, and the same is afterwards entered into by counsel in the presence of the attorney, who makes no opposition, the client, refusing to adopt it, will not be liable to an attachment for contempt, though he may or may not be liable to an action.

On the other question—namely, whether counsel has a right, as general agent for his client, to enter into a compromise opposed to the client's express wishes, facts having come out in the client's absence which in his judgment render such compromise advisable—Mr. Justice CROWDER takes a ground which is certainly broad and clear, though we do not think it meets all the emergencies which might arise. His view is that a barrister is a special and not a general agent; that his authority only extends to the management of the cause, and not to effecting compromises; and no doubt the contrary proposition is one which cannot, upon any grounds of common sense, be maintained for a moment; and, to us at least, it seems that it would be equally opposed to all rules of law. It would be a monstrous thing to make the authority of the agent entirely independent of the will of the principal. But though we feel no doubt upon this point, we feel quite as strongly that Mr. Justice CROWDER'S view cannot be accepted as an ultimate solution of the difficulty. Indeed it would be a bold thing to do so in opposition to two such judges as those who differed from him. It is surely hard to say, that if in the absence of the client the whole state of circumstances is changed by the discovery of new facts, his legal advisers are not to be allowed to do for him what in ninety-nine cases out of a hundred he would, if present, wish to do himself. The offer of a compromise once rejected may not be renewed; and thus a client may be utterly ruined by what may, perhaps, be an involuntary absence. It is, moreover, no easy matter to draw the line between the right of compromising a case, and the right of conducting a case. The latter may often practically involve the former. The difficulties on the other side are obvious enough, and are efficiently dealt with in Mr. Justice CROWDER'S judgment, but we do not think he pays sufficient attention to those which we have here suggested. The case will in all probability go before a higher tribunal, which we hope will lay down some broad and intelligible rules. So far as the public are concerned, SWINFEN *v.* SWINFEN decides *nothing* at all.

Legal News.

THE conviction of the prisoners charged with the bullion robbery on the South Eastern Railway last May twelvemonth, was generally anticipated; and no difference of opinion can reasonably exist as to their guilt. The confirmation of AGAR'S story "in some fact which goes to fix the guilt on the particular persons charged," was abundantly supplied by a variety of minute circumstances. Counsel for the defence quoted the well known dictum of Lord ABINGER, that "a man who has been guilty of a crime himself will always be able to relate the facts of the case, and if the confirmation be only of the truth of that history, without identifying the person, that is really no corroboration at all." The public who now hear or read this rule of evidence for the first time, must be struck by the remarkable agreement which it shows between the reason of the law and the reason of mankind at large; and we hope that the publicity now given to such an excellent example of judicial wisdom will go a long way towards rescuing the law and its professors from the discredit into which they seem lately to have fallen in city circles. It will probably be felt that the words of Lord ABINGER describe not only what ought to have been proved, but what actually was proved on the late trial against all three prisoners. The confidence of the public in the decisions of our criminal tribunals has just been somewhat shaken by the unfortunate case of MARKHAM; but still we do not apprehend that the ingenious speeches delivered this week at the Old Bailey will produce in any sane mind a belief that injustice can have been done to BURGESS, PIERCE, and TESTER.

Every one will sympathize with the regret expressed by Mr. Baron MARTIN at the escape of PIERCE with a conviction merely for simple larceny, and a sentence of two years' imprisonment, with hard labour. BURGESS and TESTER, being servants of the Company when the robbery was committed, receive sentence of "transportation beyond the seas" for the term of fourteen years. What that sentence actually means, or what, in the mutations of parliamentary sentiment, it may come to mean, would, perhaps, be difficult to tell. On one point, however, we have the advantage of a judicial declaration. The learned Baron noticed that "it was perfectly clear AGAR was fond of associating with persons of the other sex," and henceforth he will be "entirely cut off from all such associations;" and we may probably venture to infer that the same will be the case with TESTER and BURGESS. The character of AGAR is extraordinary, and may well attract the study of the psychologist; but the trait which Baron MARTIN appears to have thought remarkable, belongs not only to thieves, vulgar and refined, but also to many honest men. Indeed, we might infer from the zeal of the learned Baron on behalf of AGAR'S injured mistress, that "persons of the other sex" are viewed by him with the same partiality which he seems to have thought exceptional in the case of AGAR. "It is perfectly clear," to use Baron MARTIN'S phrase, that his indignation at "the robbery of that wretched woman" by PIERCE, was as genuine as the applause bestowed by the audience upon his denunciation of PIERCE'S villany. Lord CAMPBELL himself might have envied the success of his learned brother in this "point;" and it may be suspected that Baron MARTIN shares, not only the human infirmity of the convict AGAR, but also that of the Lord Chief Justice.

In the case of the Royal British Bank, a variety of proceedings have taken place. The adjudication of bankruptcy against Mr. HUMPHREY BROWN, M.P., obtained on the petition of the assignees of the bank, has been annulled. Great difficulty and expense were apprehended by the assignees in supporting the adjudication, and it was therefore thought advisable to abandon the petition before the court, and endeavour to obtain a fresh adjudication on the debt of another creditor. A petition has also been presented on behalf of Mr. HUMPHREY BROWN to annul the adjudication against the bank. On Monday, various shareholders were summoned before the Commissioner to show cause why they refused to pay the call of £50 per share made by the directors a few days after the bank stopped payment. The first person summoned was a clerk to a railway company. He was the holder of six shares, and therefore called upon to pay £300. He claimed to be a creditor of the bank for £490, and a call upon him of £75 per share had been made by the official manager. He said, "he was so confounded that he did not know what course he ought to take, which call ought to be paid, or to whom he ought to pay it. He had earned the amount paid for the shares by his own industry, and his case was a very hard one." The next person who appeared held ten shares, which he alleged he had been induced to take by fraud. He had made the assignees an offer to pay £100 in full, and had hinted that, if that sum were not accepted, "it would do to take him through the court." Another person summoned, was, by his own account, "only a poor jobbing master carpenter," and, as the holder of fifty shares, was called upon to pay £2,500. He might perhaps be able to pay £500 in a month or so, if his friends would assist him. Then came one, formerly a cheesemonger, but now out of business, who held five shares. He was not prepared to pay the call, but had friends who would endeavour to make up a small sum. Another shareholder had paid £400 on supplemental shares as lately

as April last. He was now called upon to pay £500, but stated himself to be quite insolvent. Then came a fishmonger, holder of ten shares, who had not paid the call of £500, and was not able to do so, or to make any offer. Lastly, there appeared a linendraper's clerk, holding three shares, who was not in a position to pay the call.

While this herd of humble victims is pursued in Bankruptcy, the courts at Westminster are daily beset with applications against the more wealthy shareholders individually. Several motions have been made for leave to issue execution against shareholders on judgments obtained against the official manager, and the usual defence has been that the holders were induced to take their shares by fraud. This question has now been raised in all the courts, and it stands over to ascertain whether the judges are unanimous upon the point.

The chronicle of a week's litigation in the matter of the Royal British Bank is not yet complete. On Wednesday Mr. Commissioner HOLROYD gave a judgment, which, it is stated, will be final; and which will govern questions of the pecuniary value of £30,000. Mr. BANES kept a drawing account at the Bank, and also a discount account. At the stoppage of the Bank there was a cash balance in Mr. BANES's favour of £503, the Bank being the holder of certain bills. The assignees claimed a right to sue Mr. BANES and other parties whose names were on the bills, and contended that Mr. BANES must prove for the balance due to him like any other creditor. Mr. BANES prayed that, the Bank having applied from the cash balance a sum of £166, as required for the full liquidation of its claims upon the bills, the said bills might be given up to him, and that the court would make an order that no action be brought on their account. The petitioner would then prove for the smaller, instead of the larger, balance. Mr. BANES was the drawer of the bills, which had been accepted for value. The Commissioner decided that the bank had a right to require payment of the bills from the acceptors, and that Mr. BANES must be left to take such course as he might be advised with regard to the drawing account.

The further proceedings in bankruptcy against shareholders have been private, it having been found inexpedient to reveal the particulars of such cases as those of which we have given some specimens above. An attempt is said to be now making to collect a fund among the shareholders, with a view to the settlement of all claims upon the bank.

The "Common Law Judicial Business" Commissioners have commenced their labours, and have invited suggestions on the subject-matter of their inquiry into the business of the superior courts of common law, the times and places of holding the assizes, and the division of the country into circuits.

It is understood that Mr. CAIRNS, Q.C., and Mr. SELWYN, Q.C., have elected to practice—the former in the court of the Vice-Chancellor WOOD, and the latter at the Rolls.

BARRISTER SAWARD.

The last two years have been crowded with occurrences which seem to have been expressly intended to throw discredit upon the most favoured classes of the community. We were always bragging of the high character of English commerce, and of the honesty, intelligence, and enterprise of English merchants. Hardly a quarter has passed for two years back, in which some member of the commercial aristocracy has not walked out of the felon's dock at the Old Bailey, to the appropriate but uncongenial society of the colonists of Portland Island or Dartmoor; and few of these intervals have elapsed in which some great mercantile concern has not been ruined, either by fraud or folly. Last week, a similar lesson was read to another class, which certainly did not require it less than the mercantile world, and which is, no doubt, in a position to profit by it more easily. No body in the country enjoys a higher social standing than the bar; indeed, the advantages and dignities of the profession are the sole reasons which induce many persons to become members of it. The character of those who are real barristers, and who live, or intend to live, by their profession, unquestionably stands high; but the mere fact of having a right to be registered in the law list as a barrister, can hardly, we should think, be considered an honour by the weakest of mankind, after the exposure, last week, of the career of "Barrister Saward," whom the exemplary Edward Agar "saw pleading in Westminster Hall." We alluded last week to this learned gentleman's connection with the Mansion House frauds; and here we find him again resorted to, apparently quite in the ordinary course of business, by the most accomplished thieves in London, as a receiver of stolen goods. This man must have been recommended to the benchers of the Inner Temple, by two barristers, as "a gentleman of respectability," and must have carefully purged himself from the suspicion of being an attorney—an accusation of which we hope and believe he was entirely innocent. Can anything put in a clearer light the total inefficiency of the present arrangement for testing the fitness of candidates for the bar? Surely, if a man who has been for years an associate of thieves could find his way into the profession, the qualifications required must be a mere farce. Saward's case has proved conclusively, that a cheat and a thief may be a barrister, as Sir John Dean Paul's proved that a banker may be a robber and a hypocrite. Of course, no profession can invent tests which will exclude from its ranks all but unspotted characters; but the bar can certainly find means to prevent common thieves from qualifying themselves for police magistracies and commissionerships by becoming "barristers of seven years' standing." For the credit of the other branch of the profession, we hope that, notwithstanding he has been sixteen years a barrister, Mr. Saward, "of the Home Circuit" (but now of the Old Bailey), was the original of Mr. Briefless.

JUDICIAL OATHS.

In a case heard at the Newcastle County Court last week, the following colloquy took place:—On the plaintiff making his appearance and taking his book to be sworn, Mr. Story, the defendant's solicitor, said he wished the judge to ask him what form of oath was binding on his conscience. The Plaintiff.—The regular form of oath, so far as I know. Mr. Story.—Then, do you believe in the existence of a God? The Plaintiff.—I believe in the existence of a God. Mr. Story.—Whom we know as the Supreme Being? The Plaintiff.—I cannot exactly tell what you know, but I believe in a Supreme Being. Mr. Story.—Then, I shall ask you the last question. Do you believe in the existence of a future state of rewards and punishments? The plaintiff.—I can't say I disbelieve in them. Mr. Story.—I must have your absolute answer. The question is, do you or do you not believe in a future state of rewards and punishments, not disbelieve; do you or do you not absolutely believe in it? The Plaintiff.—I can hardly say whether I do or whether I don't. Mr. Story.—Do you or do you not believe in a future state of rewards and punishments? The Plaintiff.—I can't tell exactly what you mean. If you will explain what you mean by rewards and punishments, I shall perhaps be able to answer you. Mr. Story.—Then, do you believe in the existence of heaven and hell? The Plaintiff.—I believe there is such a thing talked about; whether there is such a thing I can't tell. Mr. Story.—Then, your Honour, I must submit that this man by his answers brings himself within what the law terms incompetency to give evidence from infamy. The man who would give such answers as this is infamous in the eyes of the law. The Judge.—It is not because he is infamous, but because he can't be believed. Mr. Story.—I say the form used is "infamous." He cannot be heard in any court of justice. The Judge (addressing the plaintiff).—Suppose you are sworn in any particular way, do you consider that you would be in any way bound by what will take place hereafter in the way of punishments or rewards for it? No, I don't, Sir. The Judge.—Then, I can't take your evidence. Mr. Story.—Then, your Honour ought to direct that he should be removed from the court. A man who would give utterance to opinions of this sort—— The Judge.—He has a right to his opinion. The plaintiff was nonsuited.

STATISTICS OF CRIME.

The Epiphany Quarter Sessions for the four western counties have just been held, and it appears from the charges delivered by the chairmen to the grand juries that the state of crime is on the whole satisfactory. In Dorset, the commitments in 1855 for felony were 246; misdemeanours, 467; under the Juvenile Offenders' Act, 26; summarily convicted, 31; making a total of 770. In the year just passed, however, there were only 627,

showing a decrease of 143. Some of the offences were of a rather serious nature, and the chairman stated that within the last two years no less than nine ticket-of-leave men had been re-convicted. In Devonshire, the number for trial were 29, which, considering the number tried under the Criminal Justice Act, was about the same as at the corresponding period of last year. In Cornwall, the chairman, Mr. J. K. Lethbridge, expressed his regret at the large number of prisoners for trial, there being no less than 35, and observed that that "seemed to to show that they were returning to those days which he had hoped had gone by." In Somerset, the number for present trial was 25; for the adjourned sessions, 31; under the Criminal Justice Act, 46; total 102, against 109 in the corresponding period of last year.

TICKETS OF LEAVE.

At the Central Criminal Court, on the 7th inst., Mr. Justice Willes said that he wished to correct certain observations made by him lately at Warwick, in consequence of finding, while on circuit, that a considerable number of persons upon whom a sentence of penal servitude had been passed were at liberty, and, as he was informed, under tickets of leave. Since then the matter had been explained, and he found that the cases to which he had referred were exceptional, and that, in practice, persons who were sentenced to penal servitude must undergo their full sentence. These cases at first sight appeared to show that penal servitude was subject to ticket of leave; but having been fully informed of the circumstances, he found that, in point of fact, no tickets of leave were granted in those instances, but that those persons were let out in the ordinary way by an unconditional discharge, under circumstances of a very peculiar character.

Mr. Baron Martin sentenced a prisoner to six years' penal servitude, and said that, in practice, a ticket of leave was never granted when a prisoner was sentenced to this punishment.

Recent Decisions in Chancery.

THERE are some reported cases in which the court has granted an injunction to restrain the disclosure of secrets acquired in the course of a confidential employment. The principle of the rule which governs such cases, is the same as that which prevents a solicitor from being compelled to disclose, to the detriment of his client, secrets which he has learned in his professional capacity. Thus, in *Evitt* v. *Price*, 1 Sim. 483, an accountant, who had been employed by a firm, and allowed by them free access to their books and papers, from which he had made extracts, was ordered to deliver up these extracts to his employers, and was restrained from taking or retaining any copies of the same, and from communicating the contents thereof, or any of the information therein contained, to any person whatever. The general rule, however, must be understood, with some restrictions. Thus, in the recent case of *Gartside* v. *Outram*, 5 W.R. 36, the bill, which was filed by woolbrokers at Liverpool against one who had been their clerk, stated that some of the plaintiffs' customers, after the defendant had left their employment, had applied to them for explanations as to various items in their accounts, admitting that they had received private information, and had been furnished with extracts from the books and accounts of the firm, which they ascertained had been supplied by the defendant. V. C. Wood took the same view as Lord Cranworth, when Vice-Chancellor, did of a similar case (*Follett* v. *Jefferyes*, 1 Sim., N.S. 3), and decided that the defendant, having raised specific charges of fraud against the plaintiffs, and having interrogated them thereupon, they were not protected from answering the interrogatories; and that, if the charges were established against the plaintiffs, the defendant would have a complete defence; "because," said his Honour, "if the doctrine were to prevail that the moment a man was retained as clerk he was bound to keep secret all irregular transactions in which his master was engaged, the court would be lending itself to the commission of fraud." The court will therefore refuse to extend protection to cases where the transactions which have come to the knowledge of the defendant were fraudulent.

The question of an insolvent's right to sue has been a good deal discussed in two recent cases (*Wearing* v. *Ellis*, 5 W.R. 40, and *Brabderry* v. *Brooke*, 5 W.R. 98). The former case, when before the Lord Chancellor, turned very much upon the construction and effect of the 5 & 6 Vict. c. 116, by which any person not being a trader, or being a trader owing less than £300, may, upon presenting his petition to the Court of Bankruptcy, receive a protection. In *Wearing* v. *Ellis* a devisee of the insolvent filed his bill claiming to be entitled to the benefit of an assignment, by the official assignee, of a reversionary interest under circumstances which it was contended created a trust for the insolvent devisor. The bill alleged that all the creditors had accepted a composition, and executed a release to the insolvent; but no order had been obtained revesting surplus property in him. The only question for the court was simply, whether the plaintiff, under the circumstances, could maintain his suit. Vice-Chancellor Stuart, before whom the cause came on to be heard originally, held that he could, upon the ground that a surplus admittedly existed, and that in such a case, there was to all intents and purposes an end of the insolvency. It appears, however, that when the case was before his Honour, his attention was not called to the fact that the insolvency, or *quasi* bankruptcy, had taken place under the 5 & 6 Vic., c. 116, which contains no provision for revesting the surplus property of an insolvent. The Lord Chancellor considered that the case was to be dealt with as if it were a bankruptcy, and had happened under the Bankruptcy Act (6 Geo. 4, c. 16), under which the assignees, after the debts had been paid in full, became trustees for the *quasi* bankrupt, and that his devisee was, therefore, entitled to sue. The decree was on these grounds affirmed. In *Bradberry* v. *Brooke*, the question of the insolvent's right to sue arose in this way: In 1841, the plaintiff was declared insolvent, and a vesting order was made, founded on a judgment in outlawry which was afterwards reversed. The debt, in support of which the action was brought, was paid, but there was no revesting order. In 1855, the plaintiff filed his bill to redeem a mortgage, and subsequently again became insolvent, when another order was made vesting his estate in the same provisional assignee as before. It was objected that the plaintiff had no right to sue, all his interest being in the provisional assignee. Vice-Chancellor Kindersley allowed the objection. Lord Justice Turner said that a plaintiff who was insolvent before the commencement of a suit was clearly unable to file a bill; and if he became insolvent after the filing of the bill, he could not go on. Lord Justice Knight Bruce gave no opinion on this point, but the decision of the court was that the case should stand over for a month, with liberty to the provisional assignee to carry on the suit; and, in default, the bill to be dismissed.

Cases at Common Law specially Interesting to Attorneys.

INSOLVENT CLERGYMAN—WRIT OF SEQUESTRARI FACIAS.

Parry v. *Jones* (*Clerk*), 5 W.R. (C.P.) 121.

THIS case turned on the respective rights of the general body of creditors (as represented by the assignees) of a clergyman who had obtained an "interim order" under 5 & 6 Vict. c. 116, and 7 & 8 Vict. c. 96, and those of an individual creditor who, after the date of such order, had sued out a *sequestrari facias* on a return of *nulla bona* having been made to a *fi. fa.* on a judgment. The question was raised by an application to the court, in which the action wherein such judgment had been obtained was pending, to set aside the *sequestrari facias*; but the court discharged the rule with costs, on the ground that as property consecrated to Divine uses (for example, the glebe or churchyard) cannot be taken in execution by temporal hands; and as, on the same principle, the profits of an ecclesiastical benefice do not, in the absence of express statutable provision, pass to the assignees of an insolvent clerk, so such profits, where they do not so pass, cannot be protected from process by the "interim order."

In explanation of this decision, it is to be observed that neither the 5 & 6 Vict. c. 116, nor the 7 & 8 Vict. c. 96, contain any provision similar to that which occurs in 1 & 2 Vict. c. 110 (s. 55), and according to which last-mentioned act the assignees of an insolvent prisoner, being a beneficed clergyman or curate, may apply for and obtain a sequestration of the profits of such benefice for the payment of his debts. It results, then, from the above decision, that in case of the petition being from a beneficed clerk in prison, under the Insolvent Debtors' Act, the race is between the assignees and that creditor who can first obtain a sequestration (see, in support of this, *Bishop* v. *Hatch*, 1 A. & E. 171); but in a case where the petition is under the Protection from Process Acts, the struggle lies between two or more individual creditors, and the assignees are altogether excluded.

ALLEGED WILL—STAY OF PROCEEDINGS ON ACCOUNT OF.

Prosser v. *Wagner*, 5 W.R. (C.P.) 146.

This was an action on a cause which had accrued to the deceased, brought by one who had taken out administration; and application was made to the court, by the defendant, for a stay of proceedings on the ground that a will was in existence abroad, and that it would shortly be proved in this country. The rule was, however, discharged on the authority of *Allen* v. *Dundas*, 3 T.R. 125, from which case it appeared that if the defendants paid the plaintiffs, they would not have to pay again, though a will should eventually be produced, and the same cause of action be put in suit by the executor therein named.

PRACTICE ON APPEAL FROM THE DECISION OF THE COURT AS TO A RULE.

Kingsford v. *Merry*, 5 W.R. (Exch.) 151.

In the hearing of this case, two points of practice were incidentally determined. The Court of Exchequer had refused to grant a rule to show cause why a verdict should not be entered for the plaintiffs on a point reserved at the trial, and an appeal against this refusal now came on for argument, under the Common-Law Procedure Act, 1854. It was intimated by the Exchequer Chamber sitting as the Court of Appeal—1. That any preliminary objection to the appeal might be heard at the time of showing cause against the rule so to enter the verdict, if it were granted by the Court of Appeal after argument; and 2. That in the Court of Appeal, cause is to be shown against such a rule, if granted, *in the first instance*.

CA. SA.—EFFECT OF CHANGE IN THE PLACE OF CUSTODY.

Haines v. *East India Company*, 5 W.R. (Pr. C.) 159.

The circumstances of this case (which was an appeal to the Judicial Committee of the Privy Council from a decision of the Supreme Court at Bombay) were peculiar, and the facts occurred in India. The case is, nevertheless, interesting to the English practitioner, as being elucidatory of the true character of a *capias ad satisfaciendum*, and of the common-law doctrines of this country in reference to imprisonment under that writ.

The appellant (Haines) had been sued at Bombay in an action on promises by the local government there in behalf of the East India Company, and judgment, after a verdict, having been signed against him, a *ca. sa.* was issued out, endorsed for the amount of the judgment debt, under which he was arrested by the sheriff, and detained in custody in the gaol of Bombay. During his imprisonment, Haines fell seriously ill, and on a medical report to the effect that his temporary release from his place of confinement was absolutely requisite for his recovery, the respondents—that is to say, the Bombay government—caused him to be informed that if he chose to avail himself of the offer, he might take up his residence, during his illness, *outside* the prison walls, on the terms of the sheriffs' officers being continually in and about the house. To this proposal Haines gratefully consented, and was accordingly conducted by the under sheriff to a house outside the prison walls, and there suffered to remain during his illness, but always under the surveillance, as agreed, of the officers of the sheriff. Upon his recovery he was remitted to the gaol, and there applied for his discharge to the Supreme Court at Bombay, on the ground that the judgment debt, on which the *ca. sa.* under which he was detained had been taken out, had become satisfied by his temporary enlargement under the circumstances above explained. This application was rejected by the Supreme Court, whereupon the present appeal was brought.

The Judicial Committee dismissed the appeal with costs; and the judgment, which was delivered by Sir J. Patteson, went upon the ground that, under the very peculiar circumstances of the case, the judgment creditor had never, in point of legal effect, *discharged* the defendant; for that he had, at the most, consented to an irregularity in the manner of the judgment debtor's being held in custody under the *ca. sa.*, and that the appellant, having availed himself of this irregularity, was estopped from saying that it amounted to a discharge. The court intimated, however, that it might admit of a good deed of doubt as to what the consequences of such irregularities in the custody of his prisoners might be to the *sheriff*, in reference more particularly to his liability for an escape. But they appeared, on the whole, to think that due consent by the sheriff, by the creditor, and by the debtor himself, would be equivalent (so far as regarded such liability) to a rule of the court for a change in the place of imprisonment, which may be had on proper cause shown, and acted upon without rendering the sheriff so liable.

It is to be remembered that it is the *discharge by the plaintiff*, not the mere termination of the custody, which exhausts a *ca. sa.*, and makes the execution of another writ on the same judgment illegal. And a discharge obtained by the fraud of the defendant has been decided to be ineffectual for this purpose (see *Baker* v. *Ridgway*, 9 Moore, 114). In the above case the conduct of the appellant seems to have been such as to have invalidated his discharge on this ground, even though, except for the fraud, his release from prison had been held to be, in its legal effect, so far a satisfaction of the judgment debt as to prevent a re-capture.

TAXATION OF BILL—6 & 7 VICT. C. 73, S. 37.

Cowdell v. *Neale*, 2 Jur. (N.S.) C.P. 1248.

This was a rule for setting aside an order of Mr. Justice Willes (dated 14th Nov., 1856) for the taxation of the plaintiff's bill of costs. The bill had been delivered to defendant on the 9th May, 1853; and two objections were now raised to the order. The first of these was, that the judge had no jurisdiction to make such order, inasmuch as no part of the business charged for in the bill had been transacted *in any court of law or equity*, as required by 6 & 7 Vict. c. 73, s. 37. And, in support of this objection, it was urged that the only items in the bill which could come under that class of business, were certain charges made in conducting for the defendant certain proceedings before, or rendered necessary by, the decision of a country magistrate sitting alone, in reference to the defendant being bound over to keep the peace; and that such a magistrate so sitting, and not made by any act of Parliament equal to justices sitting in petty sessions, does not constitute a *court* within the meaning of the above section in the 6 & 7 Vict. c. 73. As to this objection, the court gave no opinion. The second objection, however, was, that more than twelve months after the delivery of the bill had expired before the application for taxation was made, and that no "special circumstances," within the meaning of the proviso in the same 37th section, were before the judge at the time when he made the order. And this objection the court held to be fatal, and made the rule to set aside the order absolute.

Professional Intelligence.

EXAMINERS OF ARTICLED CLERKS FOR 1857.

By a rule of the Courts of Queen's Bench, Common Pleas, and Exchequer, of this term, the several masters for the time being of those courts respectively, together with the following attornies-at-law (selected from the Council of the Incorporated Law Society), are appointed examiners for the present year, to examine all such persons as shall desire to be admitted attornies of all or either of the said courts:—Edward Savage Bailey, Keith Barnes, John Henry Bolton, William Loxham Farrer, Bartle John Laurie Frere, John Swarbreck Gregory, Germain Lavie, Joseph Maynard, William Murray, William Henry Palmer, Edward Rowland Pickering, Charles Ranken, John James Joseph Sudlow, Edward Archer Wilde, William Williams, and John Young. Any five of the examiners (one of them being one of the masters) are competent to conduct the examination in pursuance of and subject to the provisions of the rule of all the courts made in Hilary Term, 1853.

By an order of the Master of the Rolls, dated 12th January, 1857, his Honour has appointed the following solicitors (also selected from the Council of the Incorporated Law Society) to be examiners of persons, not having been prevously admitted attornies, who apply to be admitted solicitors of the Court of Chancery, touching their fitness and capacity to act as solicitors:—Edward Savage Bailey, Keith Barnes, John Henry Bolton, William Loxham Farrer, John Swarbreck Gregory, Germain Lavie, Joseph Maynard, Edward Rowland Pickering, Charles Ranken, Edward Archer Wilde, William Williams, and John Young. And the Master of the Rolls directs the examiners to conduct the examination in the manner and to the extent pointed out by the rule of 13th January, 1844, and the regulations in reference thereto.

Prior to the abolition of the office of sworn clerks in the Court of Chancery, the senior clerks in court were associated with the twelve solicitors; but, subsequently, the duty has been entrusted to the solicitors without any other officers of the court. Under the directions of the Master of the Rolls, questions in equity and the practice of the courts are propounded at the same time as the common-law examination. This arrangement saves the candidates the expense and trouble of separate exa-

minations. The 6 & 7 Vict. c. 73, s. 18, expressly authorises the Master of the Rolls, jointly with the judges, to appoint examiners; the appointments are made separately; but by the convenient arrangement referred to, the examination is jointly conducted.

LECTURES AT THE INNS OF COURT.

The following are the days and hours for the delivery of the public lectures by the Readers appointed by the Inns of Court, and for the attendance of the private classes during the present educational term:—

The Reader on Constitutional Law and Legal History, at Lincoln's-inn-hall.—Public Lectures, Wednesdays, 2 p.m. First Lecture, 21st of January. Private Lectures, Tuesdays, Thursdays, and Saturdays, 9½ to 11½ a.m. First class meets on the 22nd of January. Classes meet in the Benchers' reading-room.

The Reader on Equity, at Lincoln's-inn-hall.—Public Lectures, Thursdays, 2 p.m. First Lecture, 22nd of January. Private Lectures, Mondays, Wednesdays, and Fridays, 3¼ and 4¼ p.m. First class meets on the 23rd of January. Classes meet in the Benchers' reading-room.

The Reader on the Law of Real Property, &c., at Gray's-inn-hall.—Public Lectures, Fridays, 2 p.m. First Lecture, January 16. Private Lectures, Mondays, Wednesdays, and Fridays, at a quarter to 12 a.m. to a quarter to 2 p.m. First class meets on the 19th of January. Classes meet in the North Library.

The Reader on Jurisprudence and Civil Law, at the Middle Temple-hall.—Public Lectures, Tuesdays, 2 p.m. First Lecture, January 20. Private Lectures, Tuesdays, Thursdays, and Saturdays, at a quarter to 4 p.m. First class meets on the 22nd of January. Classes meet at No. 4, Garden-court, Temple.

The Reader on Common Law, at the Inner Temple-hall.—Public Lectures, Mondays, 2 p.m. First Lecture, January 19. Private Lectures, Tuesdays, Thursdays, and Saturdays, at a quarter to 12 a.m. to a quarter to 2 p.m. First class meets on the 20th January. Classes meet at the Inner Temple-hall.

DEATH OF MR. PELHAM, SOLICITOR.

On Saturday morning last, at 6 o'clock, Mr. Jabez Pelham, solicitor, died at his residence in Arbour-square, Stepney. The deceased gentleman was in his 56th year, and practised at the various police-courts for a period of 27 years. In the early period of his professional career he attended to the common law practice in the courts at Westminster only. His extensive knowledge of maritime law, and his superior talent as an advocate, caused him to be retained in almost every shipping and mercantile case of importance at the Whitechapel and Bow County Courts, the Thames police-court, and the Mansion-house. He was consulted by the Lords of the Admiralty and their solicitor in 1850, when the Mercantile Marine Act was introduced, and he framed the principal discipline clauses, which were subsequently embodied in the Merchant Shipping Act of 1854. The late Mr. Pelham was also engaged for a period of 25 years in criminal prosecutions, and the defence of prisoners at the Central Criminal Court, the Clerkenwell Sessions, and the assizes. Mr. Pelham conducted the defence of the notorious Noah Pease Foulger, master mariner, who shot Mr. Mellish, the eminent contractor, on the Royal Exchange; and the defence of Oxford, who shot at the Queen. It will be recollected that in both cases a plea of insanity was established. Mr. Pelham was much respected by the profession, and by the judges and magistrates before whom he so frequently appeared.—*Express.*

SUICIDE OF A CORONER.

On Saturday evening last, Mr. Thomas Higgs, coroner for the duchy of Lancaster, and formerly for many years deputy-coroner for Westminster, was found dead in his bed, at No. 7, Crosier-street, Lambeth, having apparently died from taking poison. An indented inquisition paper, such as the jurors sign at inquests, was found hanging to the top of the bedstead on which he died, and it contained the following in the deceased's handwriting:—"20th of August, 1856. I seem dying from cholic, with stoppage in the bowels of long standing. In the event of my being unable to transact business at inquest, please refer the constables to my deputy, W. John Payne, Esq., 2, Tanfield-chambers, Temple. The inquest account is in small boxes in the back room. Taplett's Charity papers in boxes—one in front room, the other in the back room. My friend, I know, would kindly see to my papers. The general and some principal papers are in drawers on the sideboard. Mr. and Mrs. Roberts will attend to my wants in emergency. (Signed), Thos. Higgs, born 7th of February, 1787; appointed deputy-coroner for Westminster in 1818; appointed to the duchy of Lancaster by patent dated 17th March, 1828; second patent, October, 1830."

VACANCY.

The office of Judge of the County Courts of Cornwall, District No. 60, has become vacant by the death of Mr. G. G. Kekewich.

ADMISSION OF ATTORNEYS.

Queen's Bench.

FOR THE LAST DAY OF HILARY TERM, 1857, PURSUANT TO JUDGES' ORDERS.

Clerks' Name and Residence.	*To whom Articled, Assigned, &c.*
Jenkins, George Appleby, 5, Regent-sq., St. Pancras; Wardour-st., Soho; and Penryn	E. J. B. Rogers, Penryn.
Maskelyne, Edmund Story, Bassett Down House, Wiltshire; and Jermyn-street	G. A. Crawley, Whitehall-place.
Merill, William Henry, Fountain Lodge, Liscard	J. B. Lloyd, Liverpool.
North, Frederick, 15, Pelham-place, Brompton; and Liverpool	J. North, Liverpool.
Norton, George, 4, Hatton-garden	John Stubbs, Birmingham.
Peniston, Lewis Frederick, 9, Islington-terrace, Barnsbury-road; and Salisbury, Wilts	John Lambert, Salisbury.

RENEWED NOTICES FOR THE LAST DAY OF HILARY TERM, 1857, OF GENTLEMEN WHO GAVE NOTICE OF ADMISSION FOR MICHAELMAS TERM, 1856, PURSUANT TO THE RULE OF COURT OF HILARY TERM, 1853.

Ashwell, Charles, 12, Harpur-street, Red Lion-square; and Longton	Messrs. Clarke, Longton.
Bellott, William Cuthbert, King's-street, Oldham	H. W. Littler, Oldham.
Bockett, John Symonds, Hampstead	D. S. Bockett, Lincoln's-inn-fields.
Boxall, Charles, 30, Amwell-street, Claremont-square	H. Chase, jun., Reading.
Brockman, Henry Julius, 54, Lucas-st., Commercial-rd.-east; Cloudesley-sq.; and Folkestone	R. T. Brockman, Folkestone.
Browne, Owen Francis, 38, Liverpool-street, Argyle-square; and Compton-street East	J. S. Leakey, Lincoln's-inn-fields.
Earle, Horace, 2, Shaftesbury-crescent, Pimlico	C. Ford, Bloomsbury-square.
Eaton, George, Kingston-upon-Hull	E. Sidebottom, Kingston-upon-Hull.
Edwardes, Fred. George, 3, Gough-street North, Gray's-inn-road	G. Robinson, Wolverhampton; G. Capes, Gray's-inn.
Eggington, John Lloyd, 14, Duke-street, St. James's; Bury-street; and Cheltenham	R. Helps, Gloucester.
Ellerton, John, 49, Chepstow-place, Bayswater	W. Pringle, King's-road; R. Shum, King's road.
Hill, Alfred Broadhurst, 26, Maddox-street; and Back Hall, in County of Chester	W. Wagstaff, Liverpool, and Great George-street.
Hustler, William Octavus, Halstead	O. Hustler, Halstead; W. H. Sams, Clare.
Jenkins, Thomas Moses, 1, North-place, Hampstead-road; and Mornington-place	J. Blakeney, Bedford.-row.; F. W. Dolman, Jermyn-st.
Jones, John Langston, 59, Albert-street, Regent's-park; and Alcester	C. Jones, Alcester.
King, Charles Bailey, Nursery-terrace, Aston Manor, Birmingham	T. Slaney, Birmingham.
Ledsam, William, 67, Great Russell-st., Bloomsbury; and Chad-hill, Edgbaston, nr. Birmingham	C. Ingleby, Birmingham.
Leggett, Francis Charles, 2, Charlwood-place, Warwick-square	J. E. Buller, Lincoln's-inn-fields.
Liversedge, Henry, Crowle	T. H. Carnochan, Crowle.
Love, Joseph Neeld, 11, Bedford-row; and Faringdon	G. F. Crowdy, Faringdon.
Mantle, William, West Bromwich	J. C. Smith, Wolverhampton; G. H. Hinchcliffe, West Bromwich.
Mortimer, John, 57, Stanhope-street, Hampstead-road; and Haverfordwest	T. Gwynne, Haverfordwest.
Parker, Thomas Watson, 10, York-terrace, Queen's-road, Peckham	T. Parker, the Yr., Lewisham.
Pulling, John Lenton, 4, Elizabeth-terrace, New-cross	A. Goddard, King-street.
Redfern, John, 9, Grays-Inn-square; and Leek	T. Redfern, Leek.
Simpson, Henry Blythe, 46, Great Ormond-street, Queen's-square; Derby	J. J. Simpson, Derby.
Skeet, Robert, Kingston-upon-Hull	A. Atkinson, the Yr., Kingston-upon-Hull.
Stott, Richard, Chelmsford	Messrs. Crick, Maldon; F. T. Veley, Chelmsford.

Sugden, John, the Yr., 36, College-pl., Camden-town; Arlington-st.; and Knedlington, near Howden	G. England, Howden.
Thompson, George, 1, Grave-ter., East India-rd.; Clarence-st.; and Grove House, near York	L. Thompson, Grove House, near York.
Thompson, John Robert, 23, Bayham-terrace, Camden-town	W. E. Brockett, Newcastle-upon-Tyne.
Waldy, Henry Temple, 52, Albemarle-street	Keith Barnes, Spring-gardens.
Watson, John Walter, 8, New-inn; and Wisbeach Saint Peter	T. S. Watson, Wisbeach.
Wilson, Henry Porter, Manchester and Alford	A. Partington, Alford; A. P. Groom, Henrietta-st.; P. H. Lawrence, Lincoln's-inn-fields; C. Heywood, Manchester.
Winch, Edward, 7, Howard-street, Strand; Salisbury-street; and Rochester	J. Lewis, Rochester.
Woodcock, William Plant, Oak Villa, Bury	W. P. Woodcock, Bury.

RE-ADMISSIONS ON THE LAST DAY OF HILARY TERM, 1857.

Barker, Edward James, Springfield, Putney — J. Monckton, Maidstone.
Vaughan, Philip, of St. Leonard's-terrace, Chelsea; Wellington-square; Brecon, and Lampeter.

RENEWAL OF CERTIFICATES, 2ND DAY OF FEBRUARY, 1857.

Allen, Mundeford, of 27, Gloucester-terrace, St. George's-road, Pimlico, and Great Queen-street.
Bathurst, Henry, of 5, Portsea-place, Connaught-square.
Beaton, Charles, of Walsall.
Beetholme, George Law, of 1, Millman-st., Bedford-row, Great James-st.
Bell, Edward Samuel, of Stockwell-green.
Benison, John, of Sandstone-road, Green-lane, West Derby.
Boucher, Anthony, of 83, Upper Thames-street.
Butler, Francis George, of Eaton Socon.
Chester, Thomas Brett, of 24, The Grove, Hammersmith.
Dashwood, William Halsey, of 1, Williams-terrace, Blue Anchor-road, Bermondsey.
Dodson, George Peter, of 55, Poland-street, Oxford-street.
Drabwell, John, of Bawtry and Hadleigh.
Gardiner, Charles, of 37, Upper Albany-st., and Frankfort-on-the-Maine.
Giles, George, of 10, Gray's-inn-square, and St. Martin's-lane.
Grece, Clair James, of Chelmsford.
Harwood, Joseph, of Bute Cottage, Turnham-green, and Westcroft-place.
Hitchings, Richard Neville, of York-chambers, Adelphi; Wargrave, and Ilfracombe.
Hooper, William Henry, of 14, Featherstone-buildings, Holborn; and Bridport.
Humphreys, William Joseph, of Abergele.
Jones, John Morgan Edwards, of 112, Lansdowne-place, Brighton.
Kitchener, William Orbell, of Newmarket.
Marsh, John, of Carne.
Maxwell, John, of Okehampton; Plymouth; and Montreal, Lower Canada.
Morris, John Edwin, of Newport.
Mundy, John Forth, of Beverley; Darlington, and Clifton.
Noble, Christ. James, Richmond-terrace, Richmond-road, Paddington.
Price, Henry Read, of Bristol.
Pulman, William Thrush, of 7, Colwell-terrace, South Lambeth, and Mitre-court.
Rees, John Charles, of the London Bridge Terminus of the South-Eastern Railway.
Remington, Reginald, of 6, Phœbe Ann-street, Mill-road, Liverpool.
Reynolds, Francis Samuel, of Liverpool, and Rock Ferry.
Rouse, James Alexander, of Saltash.
Salmon, Thomas William, of Ipswich.
Seagrim, Charles, of Diana Cottage, Southsea; Laurie-terrace; Davidge-terrace, and Devonshire-terrace.
Senior, Frederick Bernard, of Richmond.
Senior, John, of 51, Wharton-street, Lloyd-square.
Slade, George Penkivil, of Yeovil.
Stott, James, of Woodlesford, near Leeds.
Thelwall, Bevis Haywood, of Wrexham.
Tucker, William, of 1, Lower Kennington-lane, Lambeth, & Lisson-grove.
Warburton, Peter, of Hereford.
Whiting, Thomas Brown, the younger, of Soham.
Wylie, John Eaton McLeod, of 2, Fir-grove-place, Brixton.

Correspondence.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—COUNTY COURTS.—As these courts are now become of great importance, and as many points of practice must arise and be determined in them under the recent Act and New Rules made in pursuance thereof, you would do a great service to the profession by devoting a corner of your Journal to the report of "Important County Court Cases," which I have no doubt the attorneys who practise in those courts will gladly supply you with for the benefit of their brother practitioners.

I am, Sir,
Yours truly,
South Molton, Jan. 13, 1856. J. T. SHAPLAND.

[We quite agree with our correspondent as to the value of such reports as he suggests, and we shall thankfully receive communications from attorneys practising in the County Courts. —ED. S. J. & R.]

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—If we are really to have a public registry of the transfer of real property, to render it of the utmost utility to the owners of such property and their creditors, there ought to be a branch office in every town and considerable village in the kingdom; and, to render it of any essential service, there ought at least to be a branch office in every county court district. For, in the name of common sense, what else but confusion, increased fraud, and litigation, may be expected by the establishment of a sole registry in London, except, indeed, to carry out that system of centralisation too often the parent of tyranny, and the bane of healthy free action, which seems now being set on foot in this country, and is so lamentably deprecated in the sister empire of France.

A registry of real estates is no modern expedient in our island. Dion Cassius tells us "that, whilst the Emperor Nero was engaged in his follies (nearly 1,800 years ago), there fell out an unexpected misfortune in Great Britain. Two cities were taken there, 8,000 men, Romans and confederates, were cut in pieces, and the whole island revolted from the empire. The registering of estates (says he) of the most considerable inhabitants, from which the Emperor Claudius had formerly exempted them, and which Decian, who had been sent into the island in the quality of Imperial Advocate, was for reviving, was that which served as a pretence and occasion to take up arms," &c.

In travelling through France, if you ask a French gentleman in what principally consist the advantages of this country over his own, he will answer, or would have done so a few years ago, that England was really a country the benefit of whose institutions were alike incident to or attainable by all its inhabitants, but that Paris *alone* was France, and that the rest of the country was little better than in a species of slavery to it.

Englishmen like to be the absolute guardians of their private property, whether personal or real, and to keep the actual possession of the one, and their title deeds, as evidence of the legal possession of the other, at their own homes. If, therefore, they continue wise, they will not let the title to their real estates depend upon whether it be on a registry or not, but mainly upon the custody of such deeds.

Who ever hears of frauds being perpetrated out of the registry counties of Middlesex or York in regard to real estates, unless in cases of great negligence? Ordinary care is a sufficient protection; and it is commonly understood that more frauds occur in the registry counties in proportion than in any others.

A general registry may do well enough in a small or (if spacious) thinly populated country, where the transfer and subdivision of real property is not frequent; but even there the possession of a person's title-deeds, exempt from the uncertainty of searches, is preferable; and in a large commercial country, such as England, the adoption of a general registry, I conceive, is far from prudent, if intended merely, or chiefly, for the security of the owners of real property.

I saw an article in the London *Times* newspaper a few days ago, pointing to the Irish Encumbered Estates Court as somewhat of a precedent in the present mania for a general registry, as if we had already forgotten the Sadlier frauds. *Quos vult Deus perdere prius dementat.*

I am, Sir, yours, &c.,
A PROVINCIAL.

6th January, 1857.

[Our correspondent quotes from Dion Cassius "done from the Greek by Mr. Manning" in 1704. We apprehend that this translator has entirely mistaken his author's meaning—*δήμευσις τῶν χρημάτων* does not mean "registering of estates," but "confiscation of property." The following is, we believe, a correct version:—"Now, the cause of the war was the confiscation of the properties which Claudius had granted to the chief men, and which properties Decianus Catus, the procurator of the island, alleged ought to be resumed." The quotation, therefore, has no bearing upon the subject of the letter.—ED. S. J. & R.]

Lectures at the Incorporated Law Society.

ON THE STATUTES OF LIMITATION.

On Monday, the 12th instant, Mr. Malcolm Kerr resumed his course of lectures on common law. After referring to his previous lectures, which treated of the changes introduced into the law by the Mercantile Law Amendment Act, sections 3, 4, & 5, relating to *guarantees* and *indemnities*, the lecturer proceeded to notice the 6th and 7th sections, which require every acceptance of any inland or foreign bill, &c., to be in writing, and provide that all bills drawn or made in any part of the United Kingdom or the adjacent islands should be deemed *inland* bills, except as to stamps. The lecturer cited and commented on the cases of *Mahoney* v. *Aslin*, 2 B. & Ad. 478, and *Mendizabal* v. *Machado*, 6 C. & P. 218.

The lecturer then proposed to direct attention to the statutes of limitation in every-day use, and to explain the alterations effected by the Mercantile Law Amendment Act (ss. 9—14). The measures passed in the Parliament of 3 & 4 W. 4, caused a revolution in the whole law of real property. The previous session, the 2 & 3 W. 4, had produced the Prescription Acts.

The acts of 3 & 4 W. 4 were—the statute of limitations, as to actions for the recovery of real property, c. 27, and as to actions for the recovery of debts secured by specialties, c. 42; the Fines and Recoveries Act, c. 74; the act making freeholds liable to the debts of the owner, c. 104; the new law of dower, c. 105; and the new law of descents and inheritance, c. 106.

The statutes of the 2 & 3 W. 4, c. 71, and the 3 & 4 W. 4, cc. 27, 42, were those prescribing a limitation—the two former as to proceedings for the recovery of real property, the last as to actions for monies secured by specialties, and to which the provisions of the Mercantile Law Amendment Act applied. These, in short, were—the twenty years' limitation, within which actions might be brought on *specialties*; the six years' limitation of *simple contract* debts; the four years' limitation of actions for *trespasses to the person*; and the two years' limitation of actions for *verbal slander*.

Besides these limitations, and to which the new statute bore no reference, there were—the sixty years' *long limitation* barring the right of the Crown, and all the *short* limitations of twelve, six, and three *months*, within which actions must be brought against justices of the peace and parish constables, judges and officers of the county courts, surveyors of highways, inspectors of nuisances, and other persons having to perform public duties.

The lecturer proposed to consider—

1st. The statutes of limitations as to proceedings for the recovery of real property;

2nd. As to actions on specialities;

3rd. As to actions on simple contract; and,

4th. As to actions for trespasses and words.

Mr. Kerr, before enumerating the statutes relating to the recovery of real property, referred to the two chapters in the third volume of Sir Wm. Blackstone's *Commentaries* describing the various remedies which the law gave for the recovery of corporeal and incorporeal hereditaments. He observed, that the right to real property the former law held to consist of—1. Possession, or absolute seisin of the land; 2. The right to possession; and 3. The right of property to which possession could afterwards be joined. There were various modes of proceedings to obtain possession:—1st. Entry to recover possession; 2nd. Writ of entry to prove the right of possession, or writ of assize; and, 3rd. The writ of right.

The lecturer then alluded to the action of ejectment, and to the fiction of a lease for a year being granted by the freeholder to John Doe, and said that in only two cases was the action impossible—namely, that of an advowson, where no entry could be made thereon as an incorporeal hereditament, and that of a widow claiming her dower, she being unable to grant a lease until a third part of her husband's lands had been set out by metes and bounds.

When the 3 & 4 W. 4, c. 27, s. 36, abolished all the real and mixed actions with the exception of three, the action of ejectment had long been the only mode of trying title, and title came practically to depend on *possession* merely. If the defendant in ejectment could show that John Doe's lessor had been dispossessed for twenty years, John Doe could not recover. This was now the statutory period of limitation enacted by the 3 & 4 W. 4, c. 27, s. 2, and overrided, of course, the old law as to writs of right, for which sixty years was the limitation by the 32 Hen. 8, c. 2. And the writ of dower, as well as the writ of right of dower (both of which are writs of right), must now be brought within twenty years; while in respect of the other real action, which was preserved, of *quare impedit*, a special period of limitation had been prescribed.

The proceedings for the recovery of real property were at the present time:—1. *Quare Impedit*; 2. Dower and right of dower; 3. Entry; and 4. Ejectment.

1. As to *quare impedit*, the period of limitation was prescribed by the 3 & 4 W. 4, c. 27, ss. 30-33, and the action must be brought within sixty years or three incumbencies; but no action could be brought after the lapse of a century. The provisions of this act were extended to bishops by the 6 & 7 Vic., c. 54 (see Blackst. Com. vol. iv., c. 15).

2. As to the writ of *dower and right of dower*, the second section of the 3 & 4 W. 4, c. 27 applied, and no such action could be brought unless within twenty years. Section 41 prescribed six years in actions for *arrears* of dower.

3. As to the remedy by *entry*, this was in order to the preservation of the seisin of the rightful owner making such entry, and formerly such seisin was required to enable the owner to convey or devise the land. Where the owner could not effect an entry, the law enabled him annually to make claim near the lands to preserve his seisin. This was the doctrine of *continual claim*. Entry, since the 3 & 4 W. 4, c. 27, had become a good legal remedy only, if the legal right was admitted by the person in possession, or, in other words, if followed by *attornment*.

4. As to the *writ of ejectment*, the statute of limitations (3 & 4 W. 4, c. 27) applied equally to the remedies by entry and by ejectment.

Real property or "hereditaments," in contradistinction to "chattels real," were corporeal or incorporeal. On corporeal hereditaments an entry could be made; and, to recover them, an ejectment could be brought. The right to incorporeal hereditaments might be asserted in different ways, according to the nature of the right, and for one species (advowsons) the remedy was by *quare impedit*.

Incorporeal hereditaments might be divided into two species—1. *Rents*, or rent services or charges, in contradistinction to rents reserved on a lease, which were part of, and attached to, the reversionary estate; and 2. *Easements*, which comprised all rights affecting real property which were created by, and existed only in contemplation of, law, and were truly "incorporeal"—such as rights of way, and of common and pasturage, or *profits à prendre*, the right attached to the possession of ancient windows and the like.

For an incorporeal rent, the proper remedy was by *distress*—for easements, by an action against those whose proceedings were injurious to the right of the plaintiff. For the latter there was a special statute of limitations, generally called the Prescription Act; while the former class of incorporeal hereditaments was included in the statute as to land.

1st. As to the statute respecting incorporeal hereditaments, not including *rents*, and the various periods of limitations of which were fixed by the Prescription Act, 2 & 3 W. 4, c. 71. Before this statute, any person asserting a prescriptive right to a *profit à prendre*, such as a right of fishery—or an easement, such as a right of way—must have asserted its enjoyment for six centuries and a-half; that was, for the time of legal memory. The courts first held, that evidence of enjoyment, as far back as the witnesses knew and could speak to, was enough; and, ultimately, that twenty years' uninterrupted enjoyment might be deemed conclusive evidence of the right. But the plaintiff might still be defeated by the defendant's showing that the enjoyment of the right commenced in fact, or *must* have commenced, within legal memory, although that commencement was much more than twenty years before, or that it took place by virtue of a grant or license from the person interested in opposing it, or without his knowledge (*Bright* v. *Walker*, 1 C. M. & R. 211; 4 Tyrw. 508). The Prescription Act was passed to remedy this mischief. By the first section it was provided that no claim to right of common, or other profit or benefit, should now be defeated after thirty years' uninterrupted enjoyment, by merely showing that it was first enjoyed at some time anterior to the commencement of that period. After sixty years' enjoyment, the right was absolute and indefeasible, unless it appeared that the same was by consent or agreement expressly made for the purpose by deed or writing.

The 2nd section of the Prescription Act provided for right of way or other easements, and rights to watercourses, or the use of water. Twenty years' possession constituted a *primâ facie* title in this case, which the statute declared should not be

defeasible, by merely showing its commencement before that time; but the right was still defeasible in any other way. Forty years gave an absolute right, only defeasible, by showing an express agreement by deed or writing as in the former case. A right of way must not be enjoyed by stealth, and must be pleaded to be, and be, as *of right* (*Holford* v. *Hankinson*, 5 Q. B. 473; *Winship* v. *Hudspath*, 10 Exch. 5). If the owner had been asked for his permission to use it, there was no enjoyment as of right (*Bright* v. *Walker*, 1 C. M. & R. 211). The enjoyment must be continuous (*Onley* v. *Gardiner*, 4 M. & W. 496); but it might still be defeated at any time within forty years, by the proof of a grant or license, written or parol, for a limited period; or that it was exercised in the absence or ignorance of the parties interested in opposing it (*Beasly* v. *Clark*, 2 Bing. N. C. 705). After forty years' uninterrupted enjoyment, however, the right was defeasible only by showing an agreement *in writing*. This was required to be in writing where the agreement was *prior* to the forty years; for, as in *Beasly* v. *Clark*, any facts showing that the enjoyment of the easement was not of right within the twenty or forty years, might be proved by *parol* (*Tickle* v. *Brown*, 4 Ad. & E. 369).

The 3rd section of the Prescription Act related to the use of light, the enjoyment of which for twenty years without interruption, conferred an absolute and indefeasible title, unless it appeared that the enjoyment was by some consent or agreement for the purpose.

Rights of way, and *profits à prendre*, were *positive* easements —the right to light was a *negative* one; the former were rights to do something affecting the property of others; the latter was a right to prevent some other from doing something on their own property, which, *primâ facie*, he would be entitled to do. But the latter right was now, by the statute, in precisely the same legal position as the former, and, therefore, was liable to be defeated in the same way—as, for instance, by unity of possession (*Harbridge* v. *Warwick*, 3 Exch. 332). The enjoyment in this case must also be continuous, and mere payment of rent for the use of the light was held no interruption (*Plasterers' Company* v. *Pewterers' Company*, 6 Exch. 630).

The 3rd section enacted that twenty years' uninterrupted possession of the light should constitute an absolute right, any local usage or custom to the contrary notwithstanding. Before the statute, the prescriptive right to the enjoyment of ancient windows, when enjoyed for twenty years, did not extend to the City of London, which had a custom to the contrary. Any person might build up an old foundation, and darken his neighbour's windows, if he liked. This was now no longer the case, the words of the section being express (*Salters' Company* v. *Jay*, 3 Q.B. 109, 2 G. & Dav. 414; *Truscott* v. *Merchant Tailors' Company*, 4 W. R. 295). The same rule would, of course, apply to any local custom in any other part of the kingdom. In all these cases the enjoyment of the right must have been *uninterrupted*. The intermission of the exercise of the right in the middle or other part of the period of prescription, was not necessarily an interruption of its exercise. It was for the jury to decide upon the evidence whether there were an "interruption" or not; for the interruption must have been adverse, and not a mere neglect to exercise the right (*Carr* v. *Foster*, 3 Q. B. 581); and ceasing to exercise the right under an agreement for a limited time was no interruption (*Payne* v. *Shedden*, 1 Mood. & Rob., 383). Mr. Baron Parke, however, seemed to think that acts of *user* within a year of action brought, and in all cases a *yearly user*, ought to be shown (*Lawe* v. *Carpenter*, 6 Exch., 828). The Prescription Act would therefore seem to apply the maxim on which the annual perambulation of parish boundaries was founded, as the 4th section enacted that no act or other matter should be deemed an interruption of the period of prescription, *unless acquiesced in for a year*. Consequently, no interruption had any effect in defeating the right, or rather of necessitating the commencement of a fresh period of prescription, unless acquiesced in for that period (*Flight* v. *Thomas*, 11 Ad. & E., 688; 3 Per. & D., 442—affirmed on appeal in Dom. Proc. 8 Cl. & Fin., 231).

The learned lecturer then briefly noticed the difficulties of pleading these acts of interruption, and added, that the periods of prescription did not run during the time the person interested in resisting the claim was an infant, an idiot, or *non compos mentis*, a *feme coverte*, or a tenant for life, or during which any action was pending—referring to the 7th section of the statute, and the case of *Clayton* v. *Corby*, 2 Q.B., 813; 2 G. & Dav., 174.

Law Amendment Society.

FOURTEENTH SESSION—FIFTH GENERAL MEETING.

JANUARY 12th, 1857.

Lord STANLEY, M.P., took the chair at eight o'clock.

The following new members were balloted for and elected:—W. Howard, Esq.; J. D. Allcroft, Esq.; G. S. Glennie, Esq.; C. G. Wade, Esq.; R. R. R. Moore, Esq.; W. H. Willis, Esq.; W. H. Trinder, Esq.; S. Teulon, Esq.; Adolphe Back, Esq.

Mr. HASTINGS read the following letter from Lord Brougham:

"Brougham, January 8, 1857.

"My dear Hastings,—It appears to me very important that the attention of the society should be directed specially to the complaints, not by any means groundless, which have lately been made of some things connected with the administration of the criminal law. Of the change required in the law itself, I have more than once made mention; but I now refer to certain matters in the administration of it. I shall at present only mention one of them, but it is really of great importance generally and permanently, although at this time, from accidental circumstances, it possesses peculiar claims to our attention. Surely some arrangement ought to be made for giving the Home Department more regular and effectual assistance in the exercise of that most important and difficult and most delicate office of remitting or commuting punishments ordered by the sentences of courts. It is not interfering with the high prerogative of mercy to regulate the manner in which it shall be exercised. The prerogative would remain, whatever checks we might impose upon the advice to be tendered. Nay, the very department to which assessors might be appointed would be at full liberty to disregard their recommendation, as the sheriff is in the writs of inquiry executed by him with his assessor. But there is a case more closely resembling the one in question, where the royal prerogative in criminal, as well as in civil causes, is in substance touched though not in form. The Judicial Committee of the Privy Council hears and determines those causes; and though its recommendations do not bind the Crown, and may be wholly disregarded, yet I question if any instance can be found, even before that tribunal was established (certainly there has been none since), of any other judgment being given by the Crown than according to the report of the committee. But I am sure I never dreamt that when we were forming the court, with powers far more extensive than the former possessed, there was any encroachment made upon the prerogative. It well deserves to be considered by one of our committees in what way this help should be provided for the department. Several plans have suggested themselves; but it is manifest that here, as in so many other branches of our inquiries touching the amendment of the law, the want of a minister of justice will be sure to meet us at each step, and that the creation of such an office would probably supply the defect complained of. There have been some cases lately in our criminal courts deserving of serious attention, on account of the erroneous views taken by juries, and not perhaps sufficiently checked by the bench. But without more full and accurate information than I have been able to obtain as to the facts, I do not even wish to state my doubts and difficulties.—Believe me, sincerely yours, "H. BROUGHAM."

Mr. HASTINGS then read a report from the Criminal Law Committee, on Mr. F. Hill's paper "On the Means of Freeing the Country from Dangerous Criminals." The report stated, that, in the opinion of the committee, the number of habitual criminals was small, and capable of being kept in check by proper arrangements, so as to make crimes of violence matters of rare occurrence. The Committee thought, that a temporary cause of the late increase of crime was to be found in the late disbandment of the militia, but that a more permanent cause was the worse than useless system of short imprisonments, by which the class of habitual criminals are constantly passing through our gaols. They recommended, as remedies for this defect, that for the present terms of penal servitude should be substituted periods of confinement equal to those of transportation formerly; and that courts of justice should be empowered to inflict, if they thought fit, one of such terms for the offence of simple larceny, although no previous conviction might have been proved. They disapproved of Mr. Hill's plan for calling upon any persons to prove that they were obtaining an honest livelihood. They also dissented from Mr. Hill's opinion, that the procedure and rules of evidence in criminal cases were productive of frequent failures in justice. On the subject of transportation, the committee were decidedly opposed to a new

penal settlement, considering that there were no advantages to be secured by such an establishment which might not be better attained at home. The committee recommended that every encouragement should be given to reclaimed criminals to emigrate to such colonies as would be willing to receive them; in finding which, under proper regulations, they believed no great difficulty would be experienced. The ticket-of-leave system, they thought, had not had a fair trial. The committee concluded by submitting the following resolutions, in place of those proposed by Mr. F. Hill:—

"1. That the 4th section of the 16th & 17th Vict. c. 99, ought to be repealed, and that terms of imprisonment equal to the former terms of transportation should be adopted in place of the periods of penal servitude laid down by that section.

"2. That courts of justice ought to be empowered to inflict, at their discretion, one of such terms of imprisonment on any offender convicted of simple larceny, without any proof of previous conviction of felony.

"3. That it is not expedient to establish a new penal colony, or to renew the former system of transportation; but that it is highly desirable to encourage the emigration of reformed criminals, after they have passed through a proper period of punishment and probation in this country, to such colonies as may be willing to receive them."

Mr. HASTINGS then moved that the report now read and the resolutions be adopted.

Lord STANLEY said the debate had, practically, turned on the subject of transportation. That subject divided itself into two distinct questions: first, What they were to do with criminals while they were under punishment? secondly, What they were to do with them after their term of punishment had expired? As regarded the first of those questions, he believed there was a very general agreement amongst all who had well considered the matter, that, while a criminal was actually undergoing his sentence, it was in all respects more advantageous to detain him here than to send him abroad. Under the former arrangement there was no possibility of the criminal mixing with the home population, because he was kept secluded; there were plenty of public works upon which he might be employed; they saved the expense of his passage; they had a more effective superintendence than could be obtained on the other side of the world; and, which was a consideration that ought not to be entirely neglected, there was a better climate here than in most places abroad where public works could be usefully executed. The real difficulty was met with when they came to consider the other question—What they were to do with those whose strictly penal term had expired? It seemed to him that there were only three courses which could possibly be adopted. The first was, to send the criminals to colonies which were already occupied; the second, to found new colonies expressly for the purpose of receiving them; the third, to keep them in this country, with tickets of leave, or without them. As to the proposition to send them to colonies which were already peopled, that was an expedient of which he altogether despaired. The colonists would not consent to receive criminals, and no sane man would entertain the idea of forcing them to do so. It was often said, that there were particular settlements which would receive a few convicts. The reception of a few would not meet the case; it would, at the utmost, only postpone for two or three years the adoption of the remedy which must be resorted to at last. The alternative lay between founding a new colony for criminals and providing for them at home. As to the former, it was surrounded with difficulties. In the first place, it would be absolutely necessary to exclude free settlers from any new penal colony. A new penal colony must be exclusively penal, otherwise the free settlers would gradually strengthen in influence till they became the majority, and prevented any further importation of criminals. Even, however, if free settlers were excluded, a similar result would ultimately arise. The convicts who were sent out would have children—for, of course, women would be sent; and in thirty years there would be a new generation, consisting of persons who, being themselves innocent, would object to the importation of criminals as strongly as settlers who had gone out from England. Besides, there was the practical question, where were they to find such a place of transportation as would be required? As to selecting a small South Sea island, that was out of the question. A large area would be required, for a very considerable number would have to be sent; and one, if not the principal object of sending out criminals would be to put them in a place where there would be almost unlimited space for all. Three situations had been named—one, the northern part of Australia; another, Vancouver's Island; the third, Hudson's Bay. Now, to every one of these locations there was some grave objection: as to North Australia, there was, in the first place, the certainty, that, whatever the distance might be, the criminals who were confined there would, when allowed a certain degree of liberty, find their way sooner or later to the other Australian settlements. In the next place, it must be recollected that the whole of Northern Australia was between the tropics, and that the settlement of Port Essington, which was founded there, was given up because the climate was found to be unhealthy. In fact, all experience showed that in low-lying lands thus situated the European race degenerated, and its labour was unprofitable. With regard to Vancouver's Island, he thought the neighbourhood of the Californian diggings, and the feelings of the inhabitants of the United States, were conclusive objections to its being selected. The same objections did not, indeed, apply to Hudson's Bay; but then he believed it would be found that a subsistence was only to be obtained there by hunting, the climate offering insuperable objections to the keeping of stock and the cultivation of land. These considerations, as it seemed to him, disposed of all the localities which had been mentioned as available. In this state of things, the only alternative left to them was to try and make the best of detention at home. On this subject he would remark, in the first place, that he did not think the ticket-of-leave system had yet had a fair trial, much less was responsible for the whole of the outrageous crimes which had been recently perpetrated. A large number of men had been discharged from the militia; regiments of the line which had returned home, on being reduced, had naturally got rid of some of their worst characters; and, owing to these two causes, there was no doubt a larger criminal population than there would have been under other circumstances. But, in the next place, he did not think the principle on which the ticket-of-leave system was framed had been fairly carried out. As he understood that system, it was implied that the residence and occupation of every man having a ticket of leave should be known, so that if there were merely a strong suspicion that any such person was getting his living dishonestly, he should on that ground alone be called to account. The principle of the ticket-of-leave system should be applied with much greater strictness than it had been. Now, he would just point out one or two means by which he thought the existing evil might be alleviated. It struck him, as a great misfortune, that in their prison discipline there was no provision for an intermediate state between actual seclusion in prison and absolute freedom of life out of doors. The man who left prison was bewildered by the new state of things in which he found himself. Moreover, the men who were the best behaved in prison were often the worst behaved out of prison—and for this reason, that they were the men who were most susceptible to any influences, whether good or bad, which were brought to bear upon them. The man who was docile when subject to good influences was equally docile perhaps when placed in contact with his old companions. He thought, therefore, that one evil which required to be corrected was the sudden transition from a state of absolute prison seclusion to a state of absolute freedom. He was also of opinion, that more consideration ought to be given to the recommendation of Captain Maconochie, that the length of a man's imprisonment should be made to depend to a certain extent on his own labours. Another question arose—namely, whether, taking into consideration the state of employment in this country, and the extreme difficulty of sending criminals abroad, it would not be practicable to provide continued employment for those who were willing to accept it on public works, or otherwise, after their discharge from gaol. It was, he thought, a reproach to the state of the law that a ticket-of-leave man should be compelled to come before a police-magistrate, as had been the case recently, and say—"What am I to do? No one will give me employment." He would conclude by saying that, though they did not pretend to see their way out of all these difficulties, they should at least warn the public against trying vain and fancied remedies. It was better to know that the problem remained unsolved, than to put trust in some imaginary solution, which was sure to break down at last.

It was moved, as an amendment, that the report be received and printed, and this motion was ultimately carried by a small majority.

THE MERCANTILE LAW CONFERENCE.

The arrangements for the Mercantile Law Conference, on the 27th of this month and two following days, are proceeding in the most satisfactory way. The following towns have intimated their intention to send delegates, either from their Chamber of Commerce or from some similar body:—

Bath	Leeds
Belfast	Liverpool
Birmingham	Manchester Chamber of
Bradford	Commerce

Bristol	Manchester Commercial Association
Dublin	Newcastle
Glasgow	Plymouth
Huddersfield	Worcester.
Hull	

These fifteen towns will fairly represent the mercantile and manufacturing interests of the United Kingdom. A considerable number of members of both Houses of Parliament are also expected to be present.

The Lord Mayor's name has been added to the list of Vice-Presidents.

The committee are anxious that each subject should, when possible, be opened by a short paper, stating the evils to be met, and the remedies suggested. They have already received notice of six papers:—

One on Tribunals of Commerce, by the Liverpool Chamber of Commerce.
Two on Bankruptcy Law, by the Leeds Chamber of Commerce and Mr. Commissioner Ayrton.
One on Registration of Partnerships, by the Manchester Commercial Association.
One on the 17th section of the Statute of Frauds, by Mr. Robert Slater, a member of the Royal Commission for the Assimilation of the Commercial Laws of the United Kingdom.
One on a Commercial Code, by Professor Levi, of King's College.

Juridical Society.

AT a meeting of this society, on Monday evening last—the Hon. Baron Bramwell in the chair—Mr. W. T. S. Daniel, Q.C., read a paper on "Advocacy, as connected with the Administration of Justice."

The learned reader having touched upon the great importance of the subject in all civilised societies, glanced at the recorded opinions of Dean Swift, Mr. Macaulay, Paley, Dr. Johnson, Montagu, and others, both as to the system of advocacy in the abstract, and as to the manner in which its profession was pursued in this country. These opinions, as might be expected, were very various. There were, however, two erroneous dogmas, of an entirely different character, in reference to the relation of advocacy to the administration of justice, which had prevailed very much among ethical philosophers and writers on casuistry. The first of these dogmas insists upon a standard of morality which would so identify the advocate with the client as to make the advocate morally responsible for the justness of his client's case. This opinion is founded upon the views of those who regard the principles of morality as binding the advocate's conscience, without reference to the limits or provisions of positive law, and as extending to duties of imperfect obligation not provided for by positive enactment. Those who maintain this theory are very much given to insist upon the propositions that no man can claim a right to do, or be a party to doing, what is wrong; that it is equally unjustifiable to withhold a right as to inflict an injury—to make a false charge, as to deny guilt; that, as in every case of a right demanded and resisted, there must b guilt charged and denied—either the charge or the denial must be indefensible; and that, therefore, to have an advocate in every case is only to insure the multiplication of wrong-doers. Upon examination of the arguments of those, however, who maintain this view—among whom might be mentioned Hooker, Baxter, Bishop Sanderson, Thos. Aquinas, and Sir Matthew Hale—they will be generally found to apply rather to the manner in which the duty of advocacy ought to be discharged, than to prescribe what its functions truly are. Many of these writers, moreover, have indulged in the common fallacy, that there is a complete identity between the advocate and his client. Thus Molena, in his treatise *De Justitiâ*, lays it down expressly that an advocate, when asked to plead for an heir-at-law against devisees under a will not formally executed, is bound in conscience to ask his client whether he believes it was the intention of the testator that the will should take effect; and that, if the heir should say that he thought the testator so intended, or if, from circumstances, the advocate were morally convinced that the testator had such an intention, his duty was not to undertake the case, as being against conscience. Jonathan Dymond and Mr. Hoffman, both American writers of note, insist upon this view. In short, according to them, even in matters not conflicting with Divine law, there is a morality binding on the advocate's conscience, paramount to the provisions of positive law. Suppose this proposition be tested by Molena's case of the heir-at-law. The power of the ancestor to devise is a creature of positive law, and not a natural right. The law which confers this power imposes no obligation upon the testator's conscience; and if he dies without exercising the power, the law provides for the descent of his estate. If the dispositions which the law would make in any given case of intestacy left moral claims unsatisfied, that may impose upon the ancestor the duty of avoiding such consequences by making other dispositions. But if he omit to do so, does his sin of omission fix itself in descent upon the conscience of the heir? and is the advocate first to satisfy himself as to the justice or injustice in each case of testacy or intestacy? How is he to decide whether he was, in any particular case, bound to assist only those who were active in asserting rights, resting upon an imperfect compliance with positive law, or those who had passively relied upon their substantive rights? Pleas of infancy, of the statutes of limitation, and similar defences, were frequently referred to as instances in which the advocate sacrificed his conscience; as, perhaps, they might sometimes fairly be, if he were a judge in a case of morals, instead of an advocate of a party sued by a person claiming a legal right.

The other dogma was of a totally different character. It proceeds on this notion, that it is not only the right but the duty of the advocate to maintain his client's case at all hazards, and without any reference to its merits—in a word, to personate his client. This was the ground of Bishop Warburton's great admiration of Cicero as an advocate. By Mr. Montagu the functions of an advocate are compared to those of an actor upon the stage. The strongest statement of this theory of absolute identification was that of Lord Brougham in his speech on Queen Caroline's trial. Mr. Daniel then combated these views and proceeded to say, that, whatever opinions might be entertained as to the practice of advocacy, or its effects upon its professors, no one could deny that the system was essential to the administration of justice—1, because of the suitor's inability, in general, to manage his own case, either in the statement of the facts or the application of the law; 2, because of his possible inability to cope with his opponent; 3, the power and influence of the judge, and his unintentional errors, demand protection for the suitor. The advocate meets these wants. But he is not the mere agent or instrument of the client. Though his main duty is to protect his client's interest against his opponent, and, if necessary, against the judge, it is also his duty to protect the judge from the vexation and burden of adjudicating upon unfounded claims and improper contention, which the suitor, acting without advice, and prompted by his own selfishness or ignorance, might raise. The proper aim of advocacy is to assist in the administration of the laws, and not to concern itself with obligations or duties, the enforcement of which is beyond the cognisance of those laws. As a judge is not permitted to set up his own judgment in opposition to positive law, or to affect, on the score of conscience or otherwise, to be better or wiser than the law, however harsh he may feel it to be in any particular case, so the advocate has no right to set up his own conscience as the standard of his client's legal rights. In no sense can he be regarded as the arbiter of his client's interests. He has not the right, and therefore it is not incumbent upon him, in conscience, to abandon rights conferred upon his client by positive law. What the client is entitled by law to assert, the advocate is authorised to assist him in asserting. The moral responsibility of the result is not with him. An unfounded demand may succeed; a just demand may fail; but he has only to regard the proper discharge of his duty to his client and the judge. Nor is he at liberty to reject a case because it is regarded with odium by the public, nor to exercise any choice in the selection of suitors. If the contrary were permitted, the course of justice would be interrupted by prejudice against rejected suitors, in proportion to the respectability of the advocate who had rejected them; and, as had been well observed, the character of the counsel would be evidence in the case. This was strongly put by Lord Erskine, in his defence of Thomas Paine; and the great injustice which would result was there forcibly exhibited. It is no part of the advocate's duty to inquire into the *bona fides* of a case which he is required to undertake. The division of professional labour which at present obtains in this country interposes another person between him and the client; so that, in fact, the advocate has rarely any communication with the latter; but if it were otherwise, and he were bound to inquire into his client's case before undertaking it, it would follow that, the result of his inquiry being unfavourable, he must decline it; and thus he would assume the functions of a judge, without having the judge's opportunity of arriving at a proper decision. Sir Matthew Hale was once in the habit of thus examining cases to satisfy his own conscience before he undertook them, but he saw the propriety and the justice of relinquishing, or at all events very much relaxing, the rule. How far the advocate's obligation in this respect would be varied, if the duties of advocate and attorney were blended,

might be a question. Both in France and America, it seemed to be recognised as the duty of the advocate to sift the client's conscience and his case before undertaking to act for him—a practice which might be owing, perhaps, to the want of that division of labour which prevailed here. Mr. Daniel referred to the work of M. Camus, *Lettres sur la profession d'Avocat*, and to Hoffman's *Elements*, to show what the practice was in France and America, and concluded by insisting upon the importance of a special education to fit advocates for the proper discharge of their duties.

It was announced that, since the last meeting of the society, Mr. Baron Martin, Mr. Justice Crompton, Mr. Baron Watson, Mr. Thomas Phinn, Mr. R. P. Collier, Q.C., M.P., and Mr. Honyman, had been elected members of the society.

New County Court Rules.

SCHEDULE OF FORMS.

(*Continued from p.* 39.)

37, *Warrant of Execution against the Goods of a Juror for a Fine.*

No. of Warrant——.

In the County Court of —— holden at ——.

(Seal.)

Whereas —— was duly summoned to appear and serve as a juror at a Court holden on the —— day of —— upon the trial of any cause or causes to be then and there tried by jury: and whereas he neglected, without sufficient cause shown, then to appear and serve as a juror at such Court, it was thereupon ordered by the Court that he should forthwith [*or* on the day of ——] pay to this registrar of this Court a fine of £—— for such neglect: and whereas the said sum has not been paid according to the said order, and the judge of this court has ordered it to be levied as hereinafter mentioned; these are therefore to require and order you forthwith to make and levy, by distress and sale of the goods and chattels of the said —— wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds) the sum stated at the foot of this warrant, being the amount of such fine, and the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money, belonging to him, which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this —— day of —— 18—.

By the Court,

——, Registrar of the Court.

To the High Bailiff of the Court, and others the Bailiffs thereof.

	£	s.	d.
Amount of fine			
Poundage for issuing this warrant .			
Total			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said juror.

Application was made to the registrar for this warrant at —— minutes past the hour in the ——noon of the day of —— 185-.

38. *Order to adjourn Proceedings* (Rule 83).

No.—— In the County Court of —— holden at ——.

(Seal).

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered, that the trial of this action be adjourned until the day of —— 185- at —— o'clock in the ——noon.

Given under the seal of the Court, this —— day of —— 185-.

By the Court,

——, Registrar of the Court.

39. *Order appointing Guardian named by Infant Defendant.* (Rule 89).

No. ——. In the County Court of —— holden at ——.

(Seal).

Between A.B., Plaintiff, and C.D., Defendant.

Whereas now, at the hearing of this cause, the defendant, being an infant, appears here in Court, and names —— of —— to act as his guardian, who now assents to act as such guardian, I do therefore hereby appoint him to be guardian of the defendant in this cause.

Given under the seal of the Court, this —— day of —— 185-.

——, Judge of the Court.

40. *Order appointing Guardian of Infant Defendant where Defendant does not name a Guardian* (Rule 89).

No. ——. In the County Court of —— holden at ——.

(Seal).

Between A.B., Plaintiff, and C.D., Defendant.

Whereas now, at the hearing of this cause, the defendant, being an infant, appears here in Court, and does not name a guardian, I do hereby appoint —— to be guardian of the defendant in this cause.

Given under the seal of the Court, this —— day of —— 185-.

——, Judge of the Court.

41, *Order for Costs to defendant where plaintiff does not appear.*

No. —— . In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas the plaintiff has not appeared, either by himself, his attorney, or agent, at the Court holden this day, being the day appointed for the trial of this cause, and the defendant has appeared in person [*or* by his attorney or agent], and has not admitted the demand, it is awarded that the plaintiff do pay the sum of £ —— for the defendant's costs, and it is ordered that the plaintiff do pay the same to the registrar of this Court on the —— day of —— 185-.

Given under the seal of the Court, this —— day of —— 185-.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

42. *Agreement under sec.* 69 *of* 19 *&* 20 *Vict., c.* 108.

In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

We [*or* the respective attornies or agents of] the above-named plaintiff and defendant, do hereby, under the provision of s. 69 of 19 & 20 Vict., c. 108, agree that the decision of the judge of this Court in this action shall be final.

Given under our hands, this —— day of ——.

Plaintiff [*or* 's Attorney].

Defendant [*or* 's Attorney].

43. *Judgment against Defendant for Payment of Costs.*

No. ——. In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing the plaintiff's application, at a Court holden this day, it is adjudged that the plaintiff do recover against the defendant the sum of £—— for costs incurred by the plaintiff in preparing for trial [*or* in attending Court] before the notice of payment of money into Court was received by him, such money having been so paid in less than five clear days before the return-day of the summons.

And it is ordered, that the defendant do pay the same to the registrar of this Court on the —— day of ——, 185-.

Given under the seal of the Court, this —— day of ——, 185-.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

44. *Judgment for Defendant, or of Nonsuit.*

No. ——. In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing this cause, at a Court holden this day, it is

adjudged that judgment be entered for the defendant [*or* that judgment of nonsuit be entered], and that the plaintiff do pay the sum of £——, for the defendant's costs: And it is ordered that the plaintiff do pay the same to the registrar of this Court on the —— day of ——.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

45. *Judgment for Plaintiff.*

No. ——. In the County Court of ——, holden at ——.

(Seal.)

Acknowledgment of Payment into Court.

£	s.	d.	Received by

Between A.B., Plaintiff, and C.D., Defendant.

It is this day adjudged that the plaintiff do recover against the defendant the sum of £ —— for debt [*or* damages], and £ —— for costs, amounting together to the sum of £ ——.

And it is ordered that the defendant do pay the same to the registrar of the Court, on the —— day of ——, [*or* by instalments of —— for every —— days; the first instalment to be paid on the —— day of ——, 185–.]

[In case default be made in payment of any one of such instalments, and execution issue, it shall be for the whole of the above amount then remaining due.]

Given under the seal of the Court, this —— day of —— 18—.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

This form will, by striking out the words within brackets, or the words on the —— day of —— in line 5, apply to Judgment of Payment, whether for Payment forthwith of the Whole Claim or by Instalments, and to Judgments under 13 & 14 *Vict. c.* 61, *s.* 9, *and also to Judgments in Replevin, where the Judgment is for the Plaintiff.*

46. *Warrant of Commitment on Hearing of Plaint.*

No. of Plaint ——. No. of Warrant —— In the County of ——, at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

To the High Bailiff and others the Bailiffs of the said Court, and all Peace Officers within the Jurisdiction of the said Court, and to the Governor or Keeper of [*the Prison used by the Court*].

Whereas, at a Court holden at ——, on the —— day of ——, 185–, the plaintiff obtained a judgment against the defendant for the sum of £—— for debt [*or* damages], and —— for costs, and thereupon it was ordered that the defendant should pay the same to the registrar:

And whereas the defendant having personally appeared to the summons in this action, and being present in Court, was then and there examined touching his estate and effects, and the circumstances under which he contracted the said debt [*or* incurred the said damages *or* liability], and as to the means and expectation he then had, and as to the means he still had, of discharging the said debt [*or* damages], and as to the disposal he had made of any property.

And whereas this Court upon such examination ordered that the defendant should be committed to prison for —— days, for [*state the ground of committal*].

These are therefore to require you, the said high bailiff, bailiffs, and others, to take the defendant and to deliver him to the governor or keeper of the above-named prison, and you the said governor or keeper to receive the defendant and him safely to keep in the said prison for —— days from the arrest under this warrant, or until he shall be sooner discharged by due course of law.

Given under the seal of the Court, this —— day of —— 185–.

By the Court,

——, Registrar of the Court.

	£	s.	d.
Amount adjudged to be paid			
Poundage for issuing this warrant. .			
Total amount due			

N.B. This warrant remains in force one year from the date thereof.

47. *Certificate of the Result of the Hearing of a Cause under s.* 26 *of* 19 & 20 *Vict. c.* 108.

(Seal).

In the County Court of —— holden at ——.

I hereby certify, that an action commenced in the Court of [*name of Superior Court*], wherein A.B. is plaintiff and C.D. is defendant, which, under sect. 26 of 19 & 20 Vict. c. 108, was ordered by [*name of Judge of Superior Court*] to be tried in this Court, has been heard accordingly in this Court on this day, and that the result was as follows:

(*State the finding on the several issues joined in the action, or that the plaintiff was nonsuited.*)

Dated this —— Day of —— 185–.

——, Registrar of the Court.

48. *Order to suspend Order of Judgment.*

No. ——. In the County Court of —— holden at ——.

(Seal).

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered, that an order of this Court, in this action, bearing date the —— day of ——, 185–, be suspended until the —— day of ——, 185–.

Given under the seal of the Court, this —— day of —— 185–.

By the Court,

——, Registrar of the Court.

49. *Order for Costs of the Day under sect.* 40 *of* 19 & 20 *Vict. c.* 108.

No. ——. In the County Court of —— holden at ——.

(Seal).

Between A.B., Plaintiff, and C.D., Defendant.

Whereas a rule [*or* summons] has been granted by [*name of Superior Court or Judge*], requiring cause to be shown why a writ of certiorari [*or* prohibition] should not issue in this cause, and no order has been made by such Court [*or* judge] respecting the costs in this Court: And whereas a copy of such rule [*or* summons] has not been served on the plaintiff [*or* defendant] [*or* on the registrar], according to sect. 40 of 19 & 20 Vict. c. 108: And whereas the plaintiff [*or* defendant] has on this day appeared at this Court to prosecute [*or* defend] this cause: It is ordered, that the defendant [*or* plaintiff] do pay the sum of £ —— for the plaintiff's [*or* defendant's] costs of the day, and it is ordered that the defendant [*or* plaintiff] do pay the same to the registrar of the Court on the —— day of ——, 185–.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten to four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

50. *Order for Costs of the Day under sect.* 41 *of* 19 & 20 *Vict. c.* 108.

No. ——. In the County Court of ——, holden at——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas a writ of certiorari [*or* prohibition] has been granted in this cause by [*name of Superior Court or judge*], on the ex-parte application of the defendant [*or* plaintiff], who has not lodged it with the registrar of the Court [*or* has not given notice to the plaintiff (*or* defendant) that it has issued] two clear days before this day, being the day fixed for hearing this cause: And whereas the said [Superior Court or judge] has made no order respecting the costs of the cause in this Court: And whereas the plaintiff [*or* defendant] has on this day appeared at this Court to prosecute [*or* defend] this cause: It is ordered, that the defendant [*or* plaintiff] do pay the sum of £ —— for the plaintiff's [*or* defendant's] costs of the day; and it is or-

dered that the defendant [*or* plaintiff] do pay the same to the registrar of the Court on the —— day of ——, 185–.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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51. *Notice to Plaintiff of Payment of Instalment.*—(Rule 111)

No. ——. In the County Court of ——, holden at ——. (Seal.)

I hereby give you notice, that A.B., the defendant, has paid into Court the sum of —— under the judgment obtained by you against him.

Dated this —— day of ——, 185–.

Registrar of the Court.

To the Plaintiff.

N.B.—Upon your applying for the above amount it will be necessary that you should produce the plaint-note given to you on the entry of the plaint.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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52. *Warrant of Execution against the Goods of Defendant.*

No. of Plaint ——. No. of Warrant ——.

In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas, on the —— day of ——, 185–, the plaintiff obtained a judgment in this Court against the defendant for the sum of £ —— for debt [*or* damages] and costs; and it was thereupon ordered by the Court that the defendant should pay the same to the registrar on the —— day of —— [*or* by instalments of —— for every —— days]; and whereas default has been made in payment according to the said order: these are, therefore, to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the defendant, wheresoever they may be found, within the district of this Court, except the wearing apparel and bedding of him and his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution; and also to seize and take any money or bank notes (whether of the Bank of England or any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant which may there be found, or such part or so much thereof as may be sufficient to satisfy the execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Amount for which judgment was obtained .			
Paid into Court			
Remaining due			
Poundage for issuing this warrant . . .			
Total amount to be levied . .			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at —— minutes past the hour of ——, in the —— noon of the —— day of ——, 185–.

This form will also apply to a Warrant of Execution upon a Judgment under 13 & 14 *Vict. c.* 61 *s.* 9; *and by leaving out the words "and whereas default has been made in payment according to the said order," to a Warrant of Execution under the Bills of Exchange Act.*

(To be continued.)

Court Papers.

Queen's Bench.

NEW CASES—HILARY TERM, 1857.

SPECIAL PAPER.

Dem. Munro *v.* Batt.
" Brandon *v.* Scott.
Sp. Case. Marwood & Another *v.* Stanhouse.
" Harding *v.* Nott, Clerk.
Co. Ct. Ap. Pederson *v.* Lotinga.
Sp. Case. The Landowners West of England & South Wales Land Drainage & Inclosure Co *v.* Viscount Emlyn.
Dem. Beaver *v.* The Mayor &c. of Manchester.

CROWN PAPER.

Sussex. Reg. *v.* The Council of the Borough of Brighton.
Yorkshire. Reg. *v.* The Guardians and Overseers of Leeds.
" Reg *v.* The Vice-Chancellor of Oxford University.

Common Pleas.

NEW CASES—HILARY TERM, 1857.

DEMURRER PAPER.

Tuesday, Jan. 20.

Dem. Simpson & Ors., Executors, &c., *v.* The Accidental Death Insurance Company.
" Cumberlege & Another *v.* Lawson.

The Court will proceed with the following cases on Wednesday the 21st, and Thursday the 22nd days of January, at the sitting of the Court on each day:—

In re Oxlade *v.* North Eastern Railway Company.
" Ransome & Another *v.* The Eastern Counties Railway Company.
" Harridance & Anor. *v.* The Eastern Counties Railway Company.

NEW TRIALS.

Moved in Hilary Term, 1857.

Middlesex. Great Northern Railway Company *v.* Wyles & Another.
London. Hodgkinson, Knt. *v.* Fernie & Another.
" Simond, Surviving, &c. *v.* Braddon.
" French *v.* Styring.
" Muskett & Others, Assignees, &c. *v.* Bold.
" Gorrissen & Others *v.* Perrin & Others.
" Wickens *v.* Steel & Another.
Middlesex. Giles *v.* Spencer.

Exchequer of Pleas.

NEW CASES—HILARY TERM, 1857.

SPECIAL PAPER.

Dem. Bishop & Another, Assignees, &c. *v.* Lane & Another.
Sp. Case. Clements & Others *v.* M'Kibbin.
Appeal. Lister *v.* Whitham & Another.
Sp. Case. Gibbs & Others *v.* Grey & Others.
" Grey & Others *v.* Gibbs & Others.
Dem. Stimson *v.* Hall & Another.

The sittings at *Nisi Prius*, in Middlesex, of this Court, will not be resumed until Wednesday next, the 21st inst.

Exchequer Chamber.

SITTINGS IN ERROR.

The Court will take errors from the Court of Queen's Bench on Monday and Tuesday, the 2nd and 3rd days of February; and if all the cases are not disposed of on those days, they will be heard on Monday, the 9th February.

Errors from the Court of Common Pleas will be taken on Wednesday the 4th, and Thursday the 5th February; and Errors from the Exchequer, on Friday the 6th, and Saturday the 7th February.

Births, Marriages, and Deaths.

PROFESSIONAL LIST.

BIRTHS.

MORRIS—On Jan 8, at Clapham-park, Surrey, wife of William Morris, Esq., barrister-at-law, Lincoln's-inn, of a son.

MARRIAGES.

DOWNING—PENROSE—On Jan. 14, at Redruth, by the Rev. S. P. Downing, S. T. G. Downing, of Redruth, solicitor, to Helen, daughter of John Penrose, Esq., of the same place.

NICHOLAS—SCRIVEN—On Jan. 12, at Dover, by the Rev. J. Savage, and subsequently at Sandgate, by the Rev. J. Brownlow, M.A., Griffin Nicholas, Esq., Major (retired full pay) 5th Fusiliers, eldest surviving son of the late Robert Nicholas, Esq., F.S.A., of Cove-house, Ashton Keynes, Wilts, barrister-at-law, M.P. for Cricklade, and many years Chairman of the Hon. Board of Excise, to Fanny, second daughter of the late John Scriven, Esq., of Sandgate, Kent, surgeon.

REDFERN—WINTERBOTTOM—On Jan. 8, at St. Peter's, Oldham, by the Rev. W. Lees, M.A., incumbent, Richard Redfern, Esq., solicitor, to Mary, the only surviving child of the late John Winterbottom, Esq., all of Oldham.

SHIELD—RAILSTON—On Jan. 13, at Newcastle-upon-Tyne, Hugh Shield, Esq., of St. Swithin's-lane, solicitor, to Mary, widow of the late George Thomas Railston, Esq., of Newcastle.

DEATHS.

DUNBAR, JOHN, Esq., one of the Sudder Judges, second son of the late Hon. Sir Archibald Dunbar, Bart, of Northfield, Elgin, N.B., at Calcutta, on Nov. 1.

FREEMAN, THOMAS, Esq., of Ship-street, at 15 Montpellier-crescent, Brighton, on Jan. 11.

HARRIS, PENELOPE, wife of John Henry Harris, Esq., solicitor, and youngest and only surviving daughter of Capt. J. R. R. Webb, R.N., at Ballarat, Australia, on Aug. 24, 1856, in her 28th year.

LE BLANC, WILLIAM ELLIOTT, Esq., of New Bridge-street, Blackfriars, London, and St. Petersburg-place, Bayswater, at Simmsbath-house, Somerset, on Jan. 14, in his 53rd year.
PELHAM, JAREZ, Esq., solicitor, at his residence, Arbour-square, Stepney, on Jan. 10, in his 56th year.
UNIACKE, MARY ANN, widow of the late Richard John Uniacke, Esq., Judge of the Supreme Court of Nova Scotia, at Badby-house, Northamptonshire, on Jan. 10.
WHITELOCK, WILLIAM, second son of the late John Whitelock, Esq., solicitor, London, at Hoboken, New Jersey, on Dec. 20, in his 32nd year.

Unclaimed Stock in the Bank of England.

The Amounts of Stocks stated will be transferred to the undermentioned Parties unless Claimants appear within Three Months.

ANGELL, CHARLES FREDERICK, £50 New 3 per Cent Annuities, heretofore standing in the name of Charles Frederick Angell, of the Tower, gent.
CHARSLEY, CATHERINE ELIZA, widow (the survivor), £50 Consols, heretofore standing in the names of Catherine Eliza Charsley, wife of John Charsley, of Beaconsfield, Bucks, Esq.
DUBOIS, ESTHER, widow, £118 : 14 : 6 Consols, heretofore standing in the name of Esther Dubois, of Oxford-terrace, Lyncombe, Bath.
FARTHING, JOHN, £28 : 11 : 5, New 3 per Cents., heretofore standing in the name of John Farthing, of Cornhill, gent.
ODELL, WILLIAM, £100 New 3 per Cent. Annuities, heretofore standing in the name of William Odell, of Diamond's-buildings, White Hart-yard, Kennington, Surrey, fishmonger.
PUDDIFOOT, ELIZABETH (formerly Elizabeth Priest), £25 New 3 per Cent. Annuities, heretofore standing in the name of Elizabeth Priest, of King's Langley, Herts, spinster.
READ, JOHN (sole executor), £100 New 3 per Cent. Annuities, heretofore standing in the name of William Joseph Boman, of Leytonstone, Essex, gent.
VAUX, EMMA, £100 New 3 per Cent. Annuities, heretofore standing in the name of Emma Vaux, of West-green, Tottenham, spinster.

Next of Kin.

Advertised for during the Week.

CARR, MARGARET (who married Thomas Mason)—to apply to the Vicar of Bedlington, near Morpeth. The marriage took place at Cork, October 29, 1810. It is believed that Margaret Carr had a sister named Jane, who became the mother of Susannah Daniels, and that they were born in Limerick.
SHAW, CHARLOTTE, Widow, Newcastle-under-Lyme, who died Sept. 21, 1856.—Persons claiming to be her next of kin to send in their claims to Mr. R. Slaney, Newcastle-under-Lyme, solicitor to the administrator, within three months. Charlotte Shaw's maiden name was Rhead: she was one of the daughters of T. Rhead, farmer, of Botteslow, and Jane his wife, formerly Jane Moss.—Dated Jan. 13.

General Weekly Obituary.

ANDERSON, JOHN SIDNEY, Esq., late of St. John's-wood, London, second son of Sidney Anderson, Esq., at Newcastle-on-Tyne, on Jan. 10.
ARNOLD, Mr. THOMAS, at 20 High-street, Kensington, on Jan. 9, aged 72.
BACON, Mrs. ELIZABETH, relict of the late John Newbold Bacon, Esq., at St. Alban's, on Jan. 13, in her 96th year.
BAGEHOT, CHARLES, Esq., R.N., late Inspecting Commander of Coast Guard, Youghal, at Sicady's-well, Cork, on Jan. 3, aged 70.
BAILLIE, MARY, wife of Col. Hugh Baillie, of Red Castle, Rosshire, N.B., at 34 Mortimer-street, on Jan. 12.
BARNEY, STEPHEN, Esq., at Bishopstoke, Hants, on Jan. 8, in his 68th year.
BARTLETT, WILLIAM PLATER, Esq., formerly of Camberwell-grove, at Rose-hill-road, near Oxford, on Jan. 8, in his 73rd year.
BIDDLE, Mrs., relict of Waring Biddle, Esq., at Longham, Dorset, on Jan. 8, in her 63rd year.
BLAKE, HENRY MARTIN, Esq., of the Heath, co. Mayo, Ireland, also of Irisduff, co. Galway, and formerly of Winfield, in the same county, on Jan. 11.
BLAMIRE, DOROTHY, wife of William Blamire, Esq., and daughter of the late John Taubman, Esq., of the Nunnery, Isle of Man, at Harley-street, on Jan. 9.
BLUNDELL, J. K., Esq., at Luton, on Jan. 10, aged 67.
BOULTER, Mr. EDWARD DANIEL, formerly of Leicester, at 9 Canon-street, Arlington-square.
BOULLY, LOUISA, wife of Andrew Boully, of Muswell-hill, and youngest daughter of the late W. Hare, surgeon, of Hackney, on Jan. 13.
BOWER, GEO. CLIFFORD, Esq., of the Bank of England, at Brixton, on Jan. 13, aged 67.
BRADSHAW, Hon. Mrs., at Hampton-court Palace, on Jan. 12.
BROOKE, JULIANA, eldest daughter of Arthur Beresford Brooke, Esq., at 3 Gloucester-place, Portman-square, on Jan. 11, in her 15th year.
BROTHERTON, JOSEPH, Esq., M.P. Salford, on Jan. 7, in his 74th year.
BROWN, Mrs. ELIZABETH, at 38 Petersburgh-place, Bayswater, on Jan. 14, in her 84th year.
BUNTING, JANE ELIZABETH, widow of the Rev. Anthony Bunting, Chaplain to the Garrison at Port Antonio, Jamaica, at Newport Pagnell, on Jan. 9, aged 61.
CARNE, Mrs. ELIZABETH, at Great Stanmore, on Jan 6, aged 77.
CAZENOVE, EDWARD, eldest son of James Cazenove, Esq., at Hemel Hempstead, on Jan. 12, in his 32nd year.
CHAFFEY, CHARLOTTE, relict of the late Rev. Thomas Chaffey, at 1 Union-place, New Kent-road, on Jan. 10, aged 66.
CHAPLIN, Mrs. EDWARD, at Newington, near Hythe, Kent, on Jan. 9.
CLARKE, Rev. CHARLES, magistrate for the Beccles division of the county, at Hulver Rectory, Suffolk, on Jan. 6, aged 60.
CLARKE, LESLIE, the fifth son of Mr. Henry Clarke, at 39 King-street, Covent-garden, on Jan. 12, in his 23rd year.
COX, Major-General WILLIAM, K.H., at Leonard's-on-Sea, Jan 13.
CUNNINGHAM, Mrs. ANNA MARIA, at Victoria-terrace, Exeter, on Jan. 12, in her 85th year.
DA CUNHA, SUSANNAH, the wife of A. J. Da Cunha, at Barnsbury-park, Islington, on Jan. 13.
DAVIES, HENRY, youngest son of the late Rev. John Davies, of Wavertree, Liverpool, at New Park, Tipperary, on Jan. 7, aged 48.
DEARBERG, ELIZABETH, daughter of Mr. J. B. Dearberg, of Westbourne-park-road, on Jan. 9, in her 22nd year.
DE NEGRO, ANNE, wife of Major de Negro, of Savigliano, Italy, at Sussex-square, Brighton, on Jan. 9.
DESPARD, CHARLOTTE MABELLE, wife of Richard Despard, Esq., and only daughter of the Rev. H. Burdett Worthington, of Harpur-place, Bedford, at Rathmolyon House, on Jan. 7, aged 26.
DICKSON, ELLEN TRESON, wife of Colonel Charles Sheffield Dickson, and second daughter of the late William Richardson, of Leatherhead, Surrey, and Willoughby House, Cheltenham, at St. Alban's House, Brighton, on Jan. 8.
DOVETON, Rev. JOHN FREDERICK, formerly rector of Wells, Somerset, at Karsfield, near Topsham, on Jan. 9, aged 82.
DUNBAR, JOHN, Esq., one of the Sudder Judges, second son of the late Hon Sir A. Dunbar, Bart., of Northfield, Elgin, N. B., at Calcutta, on Nov. 1.
EDWARDS, SAMUEL BEDFORD, Esq., at Arlesey Bury, Bedfordshire, on Jan. 8, in his 58th year.
EVEREST, LUCETTA MARY, at 32 Upper Seymour-street, Edgware-road, on Jan. 10, aged 69.
FALLOWFIELD, WILLIAM, Esq., late H.E.I.C.S., at Brighton-place, Portobello, near Edinburgh, on Jan. 12, aged 44.
FILMER, Sir EDMUND, Bart., M.P., at East Sutton-place, Kent, on Jan. 8, in his 48th year.
FINDON, CLARA, wife of Fred. Findon, Esq., of Prestbury, Gloucestershire, at Rougham Rectory, near Bury St Edmunds, on Jan. 8.
FOULKES, WILLIAM HOMFRAY, son of Mr. W. C. Foulkes, at 46 Thornton-heath, Croydon, on Jan. 9, aged 1 year and 2 months.
FOX, ELIZA THOMPSON, wife of Mr. H. W. Fox, at 22 Upper Marylebone-street, Portland-place, on Jan. 8, in her 43rd year.
FREEMAN, THOMAS, Esq., Solicitor, of Ship-street, Brighton, at 15 Montpelier-crescent, Brighton, on Jan. 11, aged 65.
FRY, SUSANNAH, wife of William Robert Fry, Esq., at 23 Marlborough-hill, St. John's-wood, on Jan. 8, aged 60.
GAINSFORD, ANNA, relict of T. Gainsford, Esq., of Gerrard's-cross, Bucks, on Jan. 13, in her 80th year.
GAITSKELL, JOHN, Esq., Distiller, Bermondsey-street, Southwark, on Jan. 5, aged 72.
GEDDES, MADELINE, only daughter of the late Col. George Hessing, and wife of Major-General John Geddes, K.H., formerly of the 27th (Enniskillen) Regiment, at 15 Salisbury-road, Newington, Edinburgh, on Jan. 1.
GIBBS, FRANCIS, youngest surviving son of the late George Henry Gibbs, Esq., of 11, Bedford-square, London, at St. Leonard's-on-Sea, on Jan. 6.
GLOVER, MOSES R., Esq., of Liverpool, at Manchester, on Jan. 5, aged 55.
GODRICH, SARAH, wife of W. Godrich, Esq., at 19 Queen's-road, Regent's-park, on Jan. 10, aged 57.
GOLDHAWK, MARY ANN, only daughter of the late Mr. and Mrs. Goldhawk, of Bagshot, Surrey, at Prahran, Melbourne, Australia, on Sept. 23, aged 23.
GRAY, JOSEPH BOWER, A.M., M.D., Principal of Berwick College, Maine, United States, formerly of Chelmsford, Essex, and oldest son of Mrs. Lucy C. Gray, of South Shoebury Cottage, near Southend, Essex, on Nov. 1, 1856, aged 35.
GRAY, MARY, wife of Thomas Gray, Esq., of Monastry-house, East India-road, Poplar, on Jan. 10, in her 53rd year.
HANNEN, JAMES, Esq., formerly of Kingswood Lodge, Dulwich, at Weir Cottage, Maidenhead, Berks, on Jan. 13, aged 68.
HARRIS, PENELOPE, wife of J. H. Harris, Esq., Solicitor, at Ballarat, Australia, on Aug. 24, in her 28th year.
HAWTHORN, JANE, wife of Mr. Robert Hawthorn, engineer, at Elnwick Lodge, Newcastle-upon-Tyne, on Jan. 12, aged 59.
HISCOCK, Mr. E. G., at 3 Vincent-place, Kingsland, formerly of Abingdon, on Jan. 13, aged 73.
HOARE, Sir HUGH RICHARD, at Stourhead, Wilts, on Jan. 10, in his 70th year.
HOWIS, CHARLOTTE, relict of the late R. F. Howis, Esq., at Ashurst-lodge, Tulse-hill, on Jan. 12.
HUDSON, MARY ANN, wife of C. T. Hudson, Esq., M.A., Head Master, at the Grammar-school House, Unity-street, College-green, Bristol, on Jan. 3, in her 25th year.
HUGHES, ROBERT, eldest son of Robert Alexander Hughes, late of Clifford, Yorkshire, in Rose-street, Soho, on Jan. 6, aged 17.
HUNT, WILLIAM HENRY DAWNAY, eldest son of C. Brooke Hunt, Esq., at Bowden-hall, Gloucestershire, on Jan. 11, in his 14th year.
HUNT, Mr. WM. MUSGRAVE, for thirty years chief clerk to Quarles Harris and Sons, Billiter-square, at the Charterhouse, on Jan. 11, aged 65.
JOHNSON, MARY, wife of Thomas Johnson, Esq., of Great Gaines, Essex, and the elder and only surviving daughter of the late Rev. John Clayton, formerly Minister of the King's Weighouse Chapel, in Eastcheap, London, on Jan. 6, aged 71.
JONES, MARY, youngest daughter of the late Rev. Richard Jones, formerly Rector of Charfield and of Dodington, Gloucestershire, at Richmond, on Jan. 2, aged 66.
JUSTINS, Mr. EDWARD, at Croom's-hill, Greenwich, on Jan. 11, in his 82nd year.
KEEDY, ANNABELLA, wife of Rev. William Keedy, Minister of John Knox Presbyterian Church, at 61, Park-street, Mile-end, on Jan. 12.
KING, ANNIE CHARLOTTE, wife of Capt. John King, H.M.'s 59th Regt., Town-Major of Hong-Kong, and only daughter of Col. M'Pherson, C.B. Inspecting Field Officer at York, at Honiton, Devon, on Jan. 12.
KIRKBRIDE, ANN GRAHAM, relict of John Kirkbride, Esq., of Leicester, at Brighton, on Jan. 1, aged 80.
KITE, Mr., of Sutton, Surrey, on Jan. 10, aged 45.
KIVIN, Major EDWARD, late of the 21st Regiment Madras Army, at Frankfort-on-the-Maine, on Jan. 6.
LAWRENCE, GEORGE, youngest and only surviving son of the late Isaac Lawrence, Esq., of Balham-hill and Watling-street, on Jan. 12, aged 33.
LAZARUS, WILLIAM SPENCER, third son of Mr. Henry Lazarus, at 15 Hemus-terrace, Chelsea, on Jan. 13, in his 12th year.
LE BLANC, WILLIAM ELLIOTT, New Bridge-street, Blackfriars, and St. Petersburg-place, Bayswater, at Simmsbath-house, Somerset, on Jan. 14.
LEE, MARIA, wife of Mr. Thomas Lee, at 10 Hemingford-villas, Islington, on Jan. 11.

LEWIS, MARIA THERESA, widow of C. Lewis, bookbinder, 35 Duke-street, St. James's, on Jan. 7, aged 70.
LLOYD, GEORGE, Esq., Deputy Lieutenant and J.P. for Carmarthen, at Carmarthen, on Jan. 8, aged 64.
LLOYD, SARAH SUSANNAH MARNES, eldest daughter of Joseph Lloyd, Esq., Pembury-road, Lower Clapton, on Jan. 10, in her 19th year.
LUTTRELL, JOHN FOWNES, Esq., of Dunster-castle, Somersetshire, at 48 Westbourne-terrace, Hyde-park, on Jan. 11, in his 70th year.
MACDONELL, CHARLOTTE, wife of Major George Gordon MacDonell, 27th Regt. M.N.I., third daughter of the late Rev. Joseph Hallet Batten, D.D., at Coonoor, on the Neilgherry-hills, Nov. 19.
M'LACHLAN, LOUISA MARY, wife of John M'Lachlan, Esq., and third daughter of the late Archibald Robinson, M.D., of Heidelberg, at Spring-rock, Avoca River, on Sept. 16, 1856.
MADOT, SARAH, wife of Adolphus Madot, Esq., of Upper Baker-street, Regent's-park, on Jan. 8.
MALCOLM, CAROLINE, widow of the late Robert Malcolm, Esq., Surgeon R.N., of Moore-place, Lambeth, and formerly widow of James Wilkinson, Esq., R.N., of Malta, at 2 Clapham-rise, Stockwell, on Jan. 10, in her 71st year.
MALING, JOANNA MARY, wife of Edward Haygarth Maling, Esq., and third daughter of the late Robert Allan, Esq., of Newbottle, Durham, at Fawcett-street, Bishop Wearmouth, on Jan. 6.
MAPLAS, WILLIAM, Esq., at 92 Camden-road-villas, on Jan. 9, in his 67th year.
MARLEY, MARY, relict of Miles Marley, Esq., surgeon, of Cork-street, London, at Kington, Herefordshire, on Jan. 4.
MASON, Sergeant THOMAS, of the Scots Fusilier Guards, and son of Mr. Joseph Mason, of Runcorn, at Duncar, near Bolton, on Jan. 10, in his 21st year.
MASSY, Col. WILLIAM OVENDEN, formerly of the Austrian Service, at Upper George-street, Bryanstone-square, on Jan. 12.
MEREDITH, ARTHUR, youngest son of Charles Meredith, Esq., of Wimbledon-common, Surrey, on Jan. 11, in his 3rd year.
MORGAN, FRANCIS HENRY, the infant son of John Brandram Morgan, Esq., King-street, Norwich, on Jan. 12.
MORRIS, Mrs. ELIZABETH LEE, at 1 Portland-place, St. John's-wood, on Jan. 3, aged 71.
MOUNTFORD, ARTHUR, Esq., at Howle, Salop, on Dec. 28.
MURCH, HENRY, Esq., at Rome, on Dec. 30, aged 44.
NIGHTINGALE, MARIANNE LILLE, only daughter of Captain M. R. Nightingale, 2nd Bengal Fusiliers, and Fort Adjutant of Fort William, at Fort William, Calcutta, on Nov. 7, in her 2nd year.
PARISS, RACHEL EDMONDSON, the infant daughter of Henry Pariss, Esq., at New-road, Battersea-fields, on Jan 9, aged 11 months.
PARKER, Mr. THOMAS J., at 6 Great Castle-street, Regent-street, on Jan. 7, aged 45.
PARR, WOLSTENHOLME MANESTY, youngest surviving son of the Rev. John Owen Parr, M.A., vicar of Preston, and Hon. Canon of Manchester, at the Vicarage, on Jan. 1, aged 18.
PARSONS, WILLIAM, Esq., at St, Martin's, Leicester, on Jan. 4, aged 60.
PAYNE, ——, infant son of the Rev. E. R. Payne, at Walsham-le-Willows on Jan. 11.
PEAKE, Mr. WILLIAM, at 11, Princes-street, Leicester-square, on Jan 12, aged 43.
PEARMAN, JANE ALLAWAY, only daughter of the late Thos. Pearman, Esq., Whitchurch, Oxon, at 7 Grenville-terrace, Reading, on Jan. 2.
PELHAM, JAREZ, Esq., Solicitor, at Arbour-square, Stepney, on Jan. 10, in his 56th year.
PITCHER, WILLIAM HENRY, Esq., connected with the Church Building Society for 39 years, at 7 Whitehall, on Jan. 11.
PRINGLE, Mr. JAMES, at 2 Hornton-street, Kensington, on Jan. 11, in his 24th year.
PULLEN, ANN, relict of the late William Pullen, Maiden-lane, Covent-garden, on Jan. 9, aged 61.
PUNCH, AGNES SARAH, the third daughter of James Punch, Esq., at 63 Russell-square, on Jan. 14, aged 15.
RAYMONT, ELIZABETH, wife of Mr. A. Raymont, at the East India House, on Jan. 9.
ROBERTSON, Capt. JAMES, at Gretton-place North, Bethnal-green, on Jan. 5, in his 81st year.
ROBINSON, MARY, relict of the late Capt. Robinson, of Lydd, Kent, at Somerfield-terrace, Maidstone, on Jan. 9, in her 89th year.
ROGERS, Rear-Admiral ROBERT HENLEY, R.N., third son of the late Sir Frederick Lemman Rogers, Bart., at Windsor-terrace, Plymouth, on Jan. 8, in his 74th year.
SHIRLEY, HENRY HOULTON, Esq., of Hyde-hall, and Eatington, Jamaica, and Member of the House of Assembly, at Spanish-town, Jamaica, on Dec. 2, aged 30.
SOPER, ELIZABETH, sister of Mr. J. D. Soper, of Marlborough-place, Old Kent-road, on Jan. 8.
STEELE, Lady ELIZABETH, at 21 Upper Brook-street, on Jan. 9, aged 61.
STREATHFIELD, ELLEN SCOTT, only surviving daughter of Rev. J. Streathfield, incumbent, at Uckfield, Sussex, on Jan. 14, aged 26.
TAIT, JAMES, eldest surviving son of William Tait, Esq., of Greenhithe, Kent, at Colombo, on Nov. 23, aged 31.
TAPP, ELIZABETH, wife of James Tapp, late of 34 Broad-street, Bloomsbury, at Hook, near Kingston, Surrey, on Jan. 11.
TENNENT, ANNE, relict of Richard Dillon Tennent, at 68 Albany-street Regent's-park, on Dec. 6, aged 68.
TINDLE, WILLIAM HENRY, the eldest son of W. Gray Tindle, Esq., Sawbridgworth, Herts, on Jan. 8, aged 5 years and 3 months.
TUPPER, NANTES, Esq., eldest son of the late James Perchard Tupper, Esq., M.D., on Jan. 9, in his 57th year.
UNIACKE, MARY ANN, widow of R. J. Uniacke, Esq., Judge of the Supreme Court of Nova Scotia, at Badby-house, Northamptonshire, on Jan. 10.
UNWIN, Mrs. LOUISA, the last surviving daughter of W. Unwin, Esq., at Mansfield, on Jan. 8, in her 83rd year.
WEBB, Mrs. ANN, relict of William Webb, Esq., late of Purser's-cross, Fulham, at 105 London-road, Brighton, on Jan. 14, in her 79th year.
WHATELY, Mrs., wife of Edward Whately, Esq., Surgeon, 14 Buckingham-place, Brighton, on Jan. 10.
WHEELER, MARGARET, relict of the Rev. George Wheeler, and sister of Sir Compton Domville, Bart., at Wolford Vicarage, Warwickshire, on Jan. 11, in her 86th year.
WHITE, MARIA, second daughter of the late Rev. Edward White, Chaplain H.E.I.C., at Hyères, France, on Dec. 22, in her 18th year.
WHITELOCK, MARYANN GEORGIANA STURGES, youngest child of John William Whitelock, Esq., at Grena-lodge, Richmond, on Jan. 8, in her 2nd year.
WHITELOCK, WILLIAM, second son of the late J. Whitelock, Esq., solicitor, London, at Hoboken, New Jersey, on Dec. 20, in his 32nd year.
WILLIAMS, GEORGE, Esq., of 10 Clifton-villas, Maida-hill-west, and of 147 Leadenhall-street, on Jan. 11.
WILLIAMS, THOMAS, Esq., late of the Madras Medical Establishment, H.E.I.C.S., and of Henoredenny, Glamorganshire, at 5 Promenade-terrace, Cheltenham, on Jan. 11, aged 70.
YOULE, ANNE, wife of John Youle, Esq., of 18 Kensington-gore, on Jan. 13, in her 66th year.
YOUNG, ISABELLA, youngest daughter of the late David Young, Esq., of Cornhill, Aberdeenshire, at 8 Beacon-terrace, Torquay, on Jan. 2.

Money Market.

CITY, FRIDAY EVENING.

THE English Funds have failed in maintaining any advance on the prices of the previous week, the result of the week's operations being a depression of rather more than ⅛ per Cent. Accounts from the Paris Bourse have arrived irregularly. The French 3 per Cents. are quoted at 67f. 75c., and with other important Foreign Securities are very quiet with no particular variation. From the Bank of England return for the week ending the 10th January, 1857, which we give below, it appears that the amount of Notes in circulation is £19,427,990, being an increase of £202,690, and the stock of Bullion in both departments is £10,180,984, shewing a decrease of £1,422 when compared with the previous return.

In the discount market large applications and high rates have been the ruling features. A report has prevailed that the Bank of France intends to attempt making a considerable addition to its capital. The truth of this report is not fully admitted. Such a measure would enlarge the direct resources of the Bank of France; and, therefore, in the opinion of some persons, would tend to check the drain of gold from this country; but, being also likely to provide means in France for more extensive speculations, it may be expected, after some time, to lead to a renewed drain of gold, probably in greater force.

The names of the successful applicants for the concession of the Imperial National Bank of Turkey, mentioned in our article of last week are: Sir Joseph Paxton, M.P., Messrs. Cayley, M.P., Ewart, M.P., Laing, M.P., Scholefield, M.P., Brassey, and some others. A continental combination will also most probably be effected.

The present average price of wheat is from 7s. to 7s. 6d. per bushel. The decline of price in wheat has been slow and variable, but in the course of the last three months of the past year the reduction has been considerable. For many weeks past, the variations noticeable in several markets have counterbalanced each other, and made the average variations very small. As the present mild winter has not caused depression, there is little reason to expect that prices during the spring, either for grain or meat, will go much below their present rate. These prices are certainly high. If producers remember the scale of prices which ruled two years previous to the late war, and also keep in mind the vast amount of importation during last summer and autumn, and the probability of large future increase in importation, they will be prepared to meet the consequences which would attend a decline in present prices.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	216 17½	...	216 17½	217½	217½16½
3 per Cent. Red. Ann.	93⅝ 94	94⅛ 3⅛	93⅝ ⅛	93⅛ ⅛	93⅛ 4	94⅛
3 per Cent. Cons. Ann.	93⅝ ⅛ ⅛	93⅝ ⅛⅛	93⅝ ⅛	93⅛ ⅛ ⅛	93⅛ ⅛ ⅛	93⅝ ⅛ ⅛
New 3 per Cent. Ann.	94⅛ ⅛ ⅛	94⅛ 4⅛	94 3⅞ 4⅛	94⅛ 4	94⅛ ⅛ ⅛	94⅛ ⅛ ⅛
New 2½ per Cent. Ann.	...	...	...	76⅛	...	...
Omnium	...	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	...	...	...	...	2⅛	2⅛
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	2 11-16	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 yrs. (exp. April 5, 1885)	...	...	...	18	18 1-16	...
India Stock	...	...	...	220 1	221 20	220
India Bonds (£1,000)	...	3s. pm.	par	...	...	...
Do. (under £1,000)	...	par.	3s. pm.	...	1s. dis.	2 pm.
Exch. Bills (£1,000)	4s. pm.	3s. pm.	4s. pm.	1s. dis.	2s. pm.	2s. dis.
Exch. Bills (£500)	4s. pm.	2s. pm.	4s. pm.	...	1s. dis.	2s. dis.
Exch. Bills (Small)	5s. pm.	3s. pm.	...	2s. dis.	3s. pm.	2s. dis.
Exch. Bonds, 1858, 3½ per Cent.	...	98⅛ 9	...	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	...	...	98 98⅛	98⅛ 9	...	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	...	...	...	...	...	...
Caledonian	...	61½ 1	60¼ ⅝ 1⅛	...	...	61⅛ 2⅝
Chester and Holyhead ...	...	38 7⅓	...	...	...	...
East Anglian	...	19½	...	19	...	...
Eastern Counties	9½ ⅜	9⅝	9⅝	...	9¼ ⅜	9⅝ ⅜
Eastern Union A stock .	...	...	...	...	...	41¼ 40½
East Lancashire	94	93 4	92½	...	95	...
Edinburgh and Glasgow	...	53¼	...	...	...	...
Edin., Perth. & Dundee.	35½	...	34⅜ ½	...	35	35¼
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	92 1⅝	92	...	92¼ 2	92
Gt. South & West. (Ire.).	...	112	...	...	...	111
Great Western	68 7⅜	67⅜ ½ ⅜	67½ ⅜	...	67½ 6	66½ ¼ ⅜
Lancashire & Yorkshire .	96¾ 7	96⅜ ¼ ½	96 5⅛ 6¼	96	96⅜ 7	...
Lon., Brighton, & S. Coast	111	110½	111	111	111	111 12
London & North Western	106⅛ ¼	105⅞ ⅛ 6	105⅜ ⅜ 6	105⅛ 6	106⅜ ⅛ ¼	106
London and S. Western .	107½ ¼ 7	106⅝ ¼	106¼ 6⅛	107	137⅜	107⅛ ⅜
Man., Shef., and Lincoln	34 3⅜ ⅜	...	33¼	34	34¼	34¼
Midland	82⅝ ⅜ ¼	82¼ 2	82 1⅞ 2¼	82⅝ ¼	82¼ 3 2⅛	82¼ ⅜
Norfolk	51¼	51⅞ ⅓	51	...	...	52
North British	...	39½ ¼	39¼	...	39¼	...
North Eastern (Berwick)	85 4¼	83¾ 4¼	83¼ 4	85 4	84¼	84
North London	...	...	99	...	...	...
Oxford, Worc. & Wolv. .	29	28	...	27⅛	...	...
Scottish Central	...	...	...	...	...	106
Scot. N.E. Aberdeen Stock	...	...	25¼	...	25⅝	26
Shropshire Union	...	49	50	42	...	...
South-Eastern	74 ¼ ⅜	74 3⅜	73⅜	74½	75	...
South-Wales	85½ 5	...	...	85¼	85	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 10TH DAY OF JANUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued . .	24,031,465	Government Debt .	11,015,100
		Other Securities . .	3,459,900
		Gold Coin and Bullion .	9,556,465
		Silver Bullion .	—
	£24,031,465		£24,031,465

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . .	14.553,000	Government Securities (incl. Dead Weight Annuities. . .	11,518,161
Rest	3.335,254	Other Securities . .	16.342,612
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	3,705,379	Notes	4,603,475
		Gold and Silver Coin .	624,519
Other Deposits . .	10.644,674		
Seven day & other Bills	845,460		
	£33,083,767		£33,083,767

Dated the 15th day of Jan., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

Bankrupts.

TUESDAY, *Jan.* 13, 1857.

BAYLEY, SAMUEL, Grazier, Wednesbury, Stafford. Jan. 28 & Feb. 18, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sol.* Knight, Birmingham. *Pet.* Jan. 5.

BOLLIN, ROBERT HENRY, Carriage Builder, King's Lynn, Norfolk. Jan. 28, at 12; March 2, at 1; Basinghall-street. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Goodwin & Co., Lynn, Norfolk, and 3 Lancaster-pl., Strand. *Pet.* Jan. 10.

CARPENTER, RICHARD, Licensed Victualler, Museum Tavern, Museum-st., Bloomsbury. Jan. 23, at 1; Feb. 24, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Mackenzie, Lincoln's-inn-fields. *Pet.* Jan. 7.

DAVEY, GEORGE, Plumber, 93 Murray-st., New North-rd. Jan. 28 & Feb. 26, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Hudson & Francis, 10 Tokenhouse-yd. *Pet.* Jan. 12.

DAVIS, RICHARD, the elder, Coal Master, West Bromwich. Jan. 24 & Feb. 14, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sol.* Reece, Birmingham. *Pet.* Jan. 12.

FEARIS, GEORGE, Draper, 4 & 5 Lambeth-walk. Jan. 23, at 12.30; Feb. 26, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Mason & Sturt, Gresham-st. *Pet.* Jan. 10.

GODDARD, EDMUND, Provision Dealer, 103 London-wall, 3 Old Jewry, 161 Fenchurch-st., and 17 Aldgate. Jan. 27, at 1.30; Feb. 24, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Burr, 12 Paternoster-row. *Pet.* Jan. 12.

GRAVENOR, WILLIAM T——, Hatter, Birmingham. Jan. 28 & Feb. 18, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry, London; Hodgson & Allen, Birmingham. *Pet.* Jan. 5.

GRIFFIN, JAMES, Poulterer, Liverpool. Jan. 21 & Feb. 16, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Yates, jun., Liverpool. *Pet.* Jan. 2

HARBUT, JOSEPH, Licensed Victualler, Portswood, Southampton. Jan. 23, at 12; Feb. 27, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Coxwell & Bassett, Southampton. *Pet.* Jan. 8.

HARROLD, ALFRED HENRY, Chemist & Druggist, Frome Selwood, Somerset. Jan. 26 & Feb. 23, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Miller, Frome. *Pet.* Jan. 12.

OSBORN, HENRY, Wine Merchant, Old Trinity House, Water-lane, City, & Catherine Wheel, Gt. Windmill-st., Haymarket. Jan. 23, at 11; Feb. 26, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Anderson, 10 Barge-yd. Chambers. *Pet.* Jan. 10.

RAWNSLEY, RAMSDEN, Builder, &c., Copley, York. Feb. 2 & Mar. 2, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Mitchell, Halifax; and Bond & Barwick, Leeds. *Pet.* Jan. 12.

SMITH, JAMES HENRY, Corset-maker, 238 Oxford-st., and 54 Connaught-ter. Jan. 23 & Feb. 27, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Linklater & Blackwood, 17 Sise-lane. *Pet.* Jan. 9.

TRIPNEY, THOMAS HENRY, Woollen Draper & Grocer, Perranporth, Cornwall. Jan. 22 & Feb. 19, at 1; Exeter. *Com.* Bere. *Off. Ass.* Hirtzell. *Sols.* Goddard, London; Ford, Exeter. *Pet.* Dec. 31.

UNWIN, JOHN, Baker, Seacombe. Jan. 23 & Feb. 13, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Fletcher & Hull, Liverpool. *Pet.* Jan. 7.

WHITESIDE, JOSEPH, Watch Manufacturer, 27 Davies-st., Berkeley-sq. Jan. 28, at 1.30; March 2, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Abrahams, 23, Southampton-bldgs. *Pet.* Jan. 12.

WILSON, KNOWLTON, Surgeon, Sheffield. Jan. 31 & Feb. 21, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Hoole & Yeomans, Sheffield. *Pet.* Jan. 10.

FRIDAY, *Jan.* 16, 1857.

BAXTER, JOSEPH, Victualler, Gooch-st., Birmingham, Jan. 29 at 10.30; Feb. 20 at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Suckling, Birmingham. *Pet.* Jan. 5.

BUNTING, HORATIO, Seedsman, Colchester, Jan. 28, at 2; Feb. 24, at 1,30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Jones, Colchester. *Pet.* Jan. 6.

BURCH, WILLIAM, Last and Boot Tree Maker, 2 & 3 Back-hill, Hatton-garden, Jan. 27, at 1.30; Feb. 24, at 1; Basinghall-st. *Com.* Fonblanque, *Off. Ass.* Graham. *Sol.* Sidney, 50 Lincoln's-inn-fields. *Pet.* Jan. 13.

CLARKE, JOSEPH HENRY, Hatter, Leicester, Jan. 27 & Feb. 17, at 10.30; Nottingham, *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Spooner, Leicester; Bowley & Ashwell, Nottingham; Hodgson & Allen, Birmingham. *Pet.* Jan. 7.

DUCKWORTH, WILLIAM, Cotton Manufacturer, Primrose Mill, Church, Accrington, and Lumb in Rosendale, Lancashire, Feb. 5 & 26, at 12; Manchester, *Off. Ass.* Hernaman. *Sol.* Potter, Cooper-st., Manchester. *Pet.* Jan. 13.

GELSTHORP, JOSEPH, Builder, Nottingham, Jan. 27 & Feb. 17, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Watson, jun., Nottingham. *Pet.* Jan. 7.

HARRISON, RICHARD, & JOHN JAMES COLE, Barge Builders, Twigfolly, Saint Matthew, Bethnal Green, Jan. 30 & Feb. 24, at 12; Basinghall-street. *Com.* Holroyd, *Off. Ass.* Lee. *Sol.* G. & E. Hilleary, 5 Fenchurch-buildings. *Pet.* Jan. 14.

HILL, ROBERT HENRY, GEORGE ROBERT HUDSON, & FREDERICK HUDSON, Importers, trading as Hill, Hudson Brothers, & Co., 120 London-wall, Jan. 27, at 12; Feb. 28, at 11; Basinghall-street. *Com* Evans. *Off. Ass.* Johnson. *Sols.* Madox & Wyatt, 30 Clement's-lane. *Pet.* Jan. 14.

KENWAY, THEODORE ROBINSON, Broker, Birmingham, Feb. 5, at 10; Feb. 20, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sol.* Reece, Birmingham. *Pet.* Jan. 14.

OLDHAM, JOHN, Currier, 36 Long-acre, Feb. 2, at 11; March 2, at 2; Basinghall-street. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Lloyd, 5, Bloomsbury-square. *Pet.* Jan. 15.

SHOVE, DAVID, Tallow Chandler, Croydon, Feb. 4, at 12.30; March 2, at 1; Basinghall-street. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Long, 2 Clifford's-inn. *Pet.* Jan. 14.

MEETINGS.

TUESDAY, *Jan.* 13, 1857.

ACKROYD, CHARLES, & WILLIAM WESTON ROWLES, Carpenters & Builders, King-st., Long Acre. Feb. 4, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.* Joint estate; and separate estate of C. Ackroyd.

BUDGE, HENRY FREDERICK, Fustian Manufacturer, Manchester. Feb. 4, at 12; Manchester. *Com.* Jemmett. *Div.*

EVANS, JAMES, & GEORGE DAVEY, Iron Masters, Britton Ferry Iron Works, Glamorgan. Feb. 5, at 11; Bristol. *Com.* Hill. *Div.*

GANDER, HENRY, Licensed Victualler, Catherine Wheel Inn, 191 High-st., Borough. Jan. 23, at 11.30; Basinghall-st. *Com.* Goulburn. *Last Ex.*

HOUGHTON, HENRY, Merchant, 48 Friday-st. and 14 Watling-st. Feb. 6, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

LOWE, WILLIAM ROBINSON, Manufacturing Chemist and Druggist, Wolverhampton. Feb. 5, at 11; Birmingham. *Com.* Balguy. *Div.*

OWEN, GEORGE FREDERICK, Butcher, Lewisham. Feb. 6, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

ROE, CHARLES BASSETT, & THOMAS JOHN BLACHFORD, Bankers, Newport, Isle of Wight. Feb. 4, at 11; Basinghall-st, *Com.* Goulburn. *Div.* Separate estate of each.

SANDERSON, EDWARD RHEAM, Seed Crusher, West Kinnald Ferry, Lincoln. Feb. 4, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

SILVESTRE, AUGUSTE (trading as Silvestre & Co.), Importer of Fancy Goods. Feb. 6, at 12; Basinghall-street. *Com.* Holroyd. *Div.*

SPEIGHT, GEORGE, Confectioner, 77 Goswell-st. Jan. 30, at 1; Basinghall-st. *Com.* Evans. *Last Ex.*

TRAVIS, JOSEPH, Woollen Manufacturer, Newchurch, Lancaster. Feb. 5, at 12; Manchester. *Com.* Skirrow. *2nd Div.*

VOIGT, GEORGE AUGUSTUS, Pianoforte Dealer, Cheltenham. Feb. 12, at 11; Bristol. *Com.* Hill. *Div.*

WINN, GEORGE, Builder, Bottesford, Leicester. Feb. 3, at 10.30; Nottingham. *Com.* Balguy. *Last Ex.*

FRIDAY, *Jan.* 16, 1857.

ASHLIN, SPENCER (trading under firm of Spencer Ashlin & Co.), Corn Factor, Eastcheap. Feb. 6, at 11; Basinghall-st. *Com.* Goulburn. *Final div.*

BERNASCONI, BENEDETTO, Looking Glass Frame Manufacturer, 66 Red Lion-st., Clerkenwell. Feb. 7, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

BICKERTON, JAMES (trading under firm of Bickerton & Son), Hat Manufacturer, Castle-st., Southwark. Feb. 7, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

CARPENTER, JOHN, Grocer, Hythe, Hants. Feb. 6, at 11.30; Basinghall-st. *Com.* Fane. *Dir.*

CHATTERTON, THOMAS, Baker, Rye, Sussex. Feb. 7, at 12; Basinghall-st. *Com.* Fane. *Dir.*

DAVIS, CHARLES EDWARD, Wholesale Grocers, (in partnership with Henry Hale, under firm of Henry Hale & Co.). 82 Upper Thames-st., now of 2 Woodbine-cottages, Stamford-rd., Kingsland. Jan. 28, at 11.30; Basinghall-st. *Com.* Goulburn. *Last ex.*

DENISON, HENRY, Money Scrivener, Liverpool. Feb. 10, at 11; Liverpool. *Composition.*

FOLKARD, JOHN BAXTER, Tailor, 69 Jermyn-st., St. James's. Feb. 9, at 12; Basinghall-st. *Com.* Goulburn. *Dir.*

MARSTON, ROBERT, & GEORGE MARSTON, Manufacturers of Hosiery, Leicester. Feb. 10, at 11; White Lion Hotel, Leicester. *Composition of* 6*s. 8d.*

MAXTED, WILLIAM JOHN COOPER, Draper, Chatham. Feb. 10, at 11; Basinghall-st. *Com.* Evans. *Dir.*

MUIR, JOHN SAUNDERS, Schoolmaster, Aberdeen-villa, Aberdeen-place, Maida-hill. Feb. 9, at 1; Basinghall-st. *Com.* Goulburn. *Dir.*

PEASE, WILLIAM HENRY, JOHN ROBERT PEASE, & WILLIAM HENRY THOMPSON (trading under firm of W. H. Pease & Co.), Wine Merchants, 2 Ingram-court, Fenchurch-street, and 42 Lime-street. Feb. 6, at 12.30; Basinghall-street. *Com.* Goulburn. *Dir.* sep. estate of W. H. Pease.

PEASEGOOD, JOHN GALE, Draper, Sheffield. Feb. 9, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

PETO, JOHN, & JOHN BRYAN, Army Contractors. 8 and 9 Dacre-street, Westminster, and Willow-walk, Bermondsey. Feb. 6, at 11; Basinghall-street. *Com.* Fane. *Dir.* joint estate, and separate estate of each.

REEVE, WILLIAM JOHN, Coal Merchant, Beaufort-buildings. Feb. 10, at 12; Basinghall-street. *Com.* Holroyd. *Dir.*

TILLETT, JOSIAH, Plumber, Colchester. Feb. 9, at 11.30; Basinghall-st. *Com.* Goulburn. *Dir.*

WOODHAMS, HENRY, Licensed Victualler, Crown, Idol-lane. Feb. 9, at 1.30; Basinghall-street. *Com.* Goulburn. *Dir.*

DIVIDENDS.

TUESDAY, *Jan.* 13, 1857.

GUMMOW, JAMES REYNOLDS, Builder, Wrexham. First, 2*s. 6d. Turner*, 53 South John-st., Liverpool, any Wednesday, 11 & 2.

KIRKE, GEORGE. First, 1*d. Morgan*, 10 Cook-st., Liverpool, any Wednesday, 11 & 2.

ROYAL BRITISH BANK. First, 5*s. 6d.*, on proofs made before Dec. 28. *Lee*, 20 Aldermanbury, Jan. 14 & 21, 11 & 2.

FRIDAY, *Jan.* 16, 1857.

OLDHAM, ROWLAND, Wine & Hop Merchant, Stamford. *First*, 2*s. 6d. Harris*, Middle-pavement, Nottingham, on Monday, Jan. 12, and three following Mondays, 11 & 3.

TAYLOR, JOSEPH SPOONER, & JOSEPH MARSDEN, Iron Founders, Derby. *First*, 15*s. Harris*, Middle-pavement, Nottingham, on Monday, Jan. 12, and three following Mondays, 11 & 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shewn on Day of Meeting.*

TUESDAY, *Jan* 13, 1857.

BRISCOE, WILLIAM, Timber Dealer, Ashton-under-Lyne. Feb. 6, at 12. *Manchester.*

COOKE, JOSEPH CORBEN, Carver & Gilder, 46 Princes-st., Soho. Feb. 4, at 12.30. Basinghall-st.

FEVER, WILLIAM, Publican, Peterborough. Feb. 5, at 2. Basinghall-st.

FIRMSTON, THOMAS, Builder, Shrewsbury. Feb. 5, at 10. Birmingham.

HELSBY, ROBERT, & JOSEPH HELSBY, Builders, Garston, and Warrington, Lancaster. Feb. 5, at 12. Liverpool.

HODDER, EDWIN JOHN, Grocer, Birmingham. Feb. 9, at 10.30. Birmingham.

KING, JOSEPH FRANCIS, Builder, 3 Belle Vue-villas, Holloway. Feb. 6, at 11. Basinghall-st.

LORD, SIMEON, & EDWARD LORD, Millwrights, Bacup, Lancaster. Feb. 4, at 12. Manchester.

MARSTON, ROBERT, & GEORGE MARSTON, Manufacturers of Hosiery, Leicester. Mar. 3, at 10.30. Nottingham.

PEPPER, WILLIAM JOHN, Printer & Stationer, Coventry. Feb 9, at 10.30. Birmingham.

SYMES, JAMES, EDWARD BARNARD SYMES, & REUBEN RAPER, Electro-platers, 422 Strand. Feb. 3, at 12. Basinghall-st.

WILLIS, MICHAEL, Fire-wood Manufacturers, Lambeth. Feb. 4, at 1. Basinghall-st.

FRIDAY, *Jan.* 16, 1857.

COATES, HENRY, Milliner, 31 Bull-street, Birmingham. Feb. 9, at 10.30. Birmingham.

DAVIES, EDWARD JACKSON, Draper, 214 High-st., Poplar. Feb. 7, at 11.30. Basinghall-st.

IRISH, MARMADUKE, Licensed Victualler, White Hart Inn, Maidenhead. Feb. 10, at 12.30. Basinghall-st.

KAYE, HENRY, Silk Manufacturer, 4 Church-court, Old Jewry. Feb. 6, at 12. Basinghall-st.

PARR, JOHN, Woollen Draper, Wolverhampton. Feb. 9, at 10.30. Birmingham.

WOOD, EDWARD, Worsted Spinner, Bingley, York. Feb. 16, at 12. Leeds.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Jan.* 13, 1857.

BIRCHALL, RICHARD, the younger, Ironmonger, Saint Helen's, Lancaster. 2nd Class, Jan. 6, to be suspended for 7 mos. from Jan. 2.

DEEBLE, BENJAMIN SITCH, Engineer, Red Lion Foundry, Buckley-st., Whitechapel. 3rd Class, suspended for 6 mos. from Feb. 11, 1853.

ROBINSON, GEORGE, Bookseller & Stationer, 7 Wellington-ter., Clapham-rise. 2nd Class, Jan. 7.

FRIDAY, *Jan.* 16, 1857.

BROWN, HENRY JAMES, Cheesemonger, 21 Queen's-bldgs., Knightsbridge. 3rd Class, Jan 9.

CANNON, CHARLES, Meat Salesman, Love-lane, Eastcheap. 2nd Class, Jan. 9.

JAMES, THOMAS EDWARD, Wine Merchant, Cowbridge, Glamorgan. 2nd Class, Jan. 13.

MERCHANT, JAMES, Cooper, 39 Queen-square, and The Grove, Bristol. 2nd Class, Jan. 12.

MUFF, SAMUEL PARKINSON, Currier, Dudley-hill and Westgate-hill, Bradford, York. 3rd Class, after suspension of 6 mos., Jan. 13.

PHILLIPS, EDWARD, Innkeeper, Pillgwenlly, Newport, Monmouth. 3rd Class, after suspension of 3 mos., Jan. 13.

ROBERTS, JOHN, Grocer, Penyre, Mold, and THOMAS CONWAY, Corn Dealer, Mold (under firm of Roberts & Conway). 1st Class to each, Jan. 9.

Assignments for Benefit of Creditors.

TUESDAY, *Jan.* 13, 1857.

CARTER, GEORGE, late of 30 Ship-st., Brighton, Provision Merchant, now of 5 New-road, Brighton, Milliner. Nov. 26. *Trustees*, J. Lynn, Wholesale Grocer, Brighton; M. Wallis, Wholesale Grocer, Brighton. *Sol.* Lamb, Brighton.

CHAPMAN, EDWIN, Tailor, formerly of St. Augustine's-pl., Bristol, but now of 20 Cambridge-pl., Praed-st., Paddington. Dec. 27. *Trustee*, Charles Bessell, Woollendraper, Castle-st., Bristol. *Sol.* Sherrard, Bristol.

COTTLE, JOHN, Gardener, Roath, Glamorgan. Dec. 24. *Trustees*, S. M. Lowder, Ironmonger, Cardiff; D. Thomas, Contractor, Cardiff. *Sol.* Stephens, Cardiff.

FOSTER, CHARLES, Coachmaker, Exeter. Jan. 6. *Trustees*, J. Roberts, Baker, Exeter; W. Davy, Currier, Exeter. *Sol.* Stogdon, Exeter.

KIRBY, THOMAS HOLLOWAY, Grocer, Great Stanmore. Dec. 22. *Trustees*, T. Innocent, Tea Dealer, 40 Bedford-st., Strand; W. G. Love, Corn Dealer, 28 Warwick-st., Regent-st. *Sol.* Goren, 29 South Molton-st.

NICHOLS, HILLYARD, Corn Factor, Bedford. Dec. 27. *Trustees*, A. J. Atkinson, Corn Factor, Blunham, Bedford; J. E. White, Corn Factor, Kempstone, Bedford. *Sols.* Turnley & Sharman, Bedford.

PAGE, JOHN, Baker, New Windsor. Jan. 8. *Trustees*, G. Vidler, Miller, Clewer, Berks; A. R. Snelling, Grocer, 5 Spring-terrace, Wandsworth-road. *Sol.* Phillips, New Windsor.

PROCTOR, JAMES, Cheesemonger, 26 Westbourne-grove, Bayswater. Jan. 1. *Trustee*, H. Rawley, Cheesemonger, 21 New-st., Covent-garden. *Sol.* Preston, 10 Austin Friars.

RICHARDSON, MARIUS RAE, Grocer, 59 Exmouth-st., Clerkenwell. Dec. 20. *Trustee*, C. F. Honey, Accountant, 14 Ironmonger-lane. *Sols.* Wright & Bonner, 15 London-st., Fenchurch-st.

SMITH, FREDERICK, Tobacconist, Eastbourne, Sussex. Dec. 29. *Trustees*, J. G. Bass, and M. Wallis, Merchants, Brighton. *Sol.* Kennett, 22 Ship-st., Brighton.

UNDERWOOD, JAMES, Baker, Cardiff. Dec. 22. *Trustees*, E. Hembry, Flour Merchant, Cannington, Somerset; W. North, Flour Merchant, Cannington, Somerset. *Sol.* Waldron, Cardiff.

FRIDAY, *Jan.* 16, 1857.

PAPE, WILLIAM, Farmer, Wallingfen House, Wallingfen, North Cave, York. Dec. 23. *Trustees*, Timothy Binnington, Farmer, Walkington; Simeon Coleman, Tailor, Kingston-upon-Hull. *Sols.* Burland & Son, South Cave.

THORPE, CHARLES BURROW, Draper, Hastings. Dec. 26. *Trustees*, John Baggally, Love-lane; Nicholas Mason, Wood-street, London, Warehousemen. *Sols.* Mason & Sturt, 7, Gresham-street, London.

WHALLEY, CHARLES, Draper, Yeadon, Guiseley, York. Jan. 5. *Trustees*, Thomas Leeming Dobson and Alfred Knapton Dobson, Cloth Merchants, Leeds. *Sol.* Eddison, 68 Albion-street, Leeds.

WILLIAMS, JOHN, Farmer, Penyrheol, Ystradgunlais, Brecon. Dec. 20. *Trustees*, James Price, Esq., Glynllech, Ystradgunlais; Joseph Joseph, Banker, Brecon; Owen Owen, Farmer, Kenglyn-issa, Ystradgunlais. *Sols.* Thomas & Banks, Brecon.

Partnerships Dissolved.

TUESDAY, *Jan* 6, 1857.

AUSTIN, GEORGE, & GEORGE AUSTIN, jun., Farmers, Egerton, and Pluckley, Kent. Jan. 8.

BAILEY, CHARLES, & JAMES WICKHAM, Solicitors, Winchester. Jan. 9.

BAKER, WILLIAM ROBERT, & WILLIAM GILBERT GARDNER, Carriers, Chatham. Jan. 9.

BLACK, WILLIAM, & JOSEPH TOLLEY BIDMEAD, Umbrella Manufacturers, 12 Trump-st., and 5 Lawrence-lane. Debts received and paid by J. T. Bidmead, at 5 Lawrence-lane, by whom business is carried on. Dec. 31.

BOOTH, ADAM, & JOHN BOOTH, Braid Machine Makers, 98 Carruthers-st., Ancoats, Manchester. Debts received and paid by J. Booth. Jan. 9.

BROWN, CHARLES, & MARY BROWN, Timber Merchants, Barlborough Saw Mills, Derby, and elsewhere; under firm of Charles Brown & Co. Debts received and paid by C. Brown. Jan. 8.

BROWN, WILLIAM, & WILLIAM HARGREAVES, Stonecutters, Heyworth, York, and at Providence Mill, Keighley, York. Jan. 9.

BURGESS, ROBERT, & WILLIAM COUSINS, Painters, Norwich. Debts received and paid by the partners. Jan. 8.

DIXON, JOSEPH, JAMES GALLOWAY, & THOMAS DIXON, Calico Printers, Manchester; as regards T. Dixon. Debts received and paid by remaining partners. May 7.

EDWARDS, JOSEPH, & GEORGE HANCOCK, Ironfounders, of Alsager, Chester, and since of Harecastle, Kidsgrove, Stafford. Debts received and paid by J. Edwards, by whom business is carried on. March 25.

ELLIS, ALFRED TURTON, & DANIEL DALE ELLIS, Metal Merchants, Liverpool; under firm of A. & D. Ellis. Jan. 9.

ELLIS, HENRY, & WILLIAM MYERS, Lightermen, Deptford, Jan. 8.

EVANS, JAMES, & SAMUEL HICKS, Maltsters, Crantock, Cornwall. Debts received and paid by William Clyma, Accountant, Truro. Dec. 15, 1856.

FARRAR, JOHN, & JOHN FARRAR, Woolstaplers and Corn Millers, of Cullenagh Mills, near Maryborough, Ireland, and of Halifax. Debts as to business of Woolstaplers received and paid by J. Farrar, Halifax, and debts as to business of Corn Millers received and paid by J. Farrar, of Cullenagh Mills. Jan. 8.

FOSTER, J. L. & S. ARBOUIN, Attorneys, at Hertford, and 4 Mark-lane. Jan. 9.

GOLD, WILLIAM, & FRANCIS JAMES F. FERNS, Ship Agents, 34 Great St. Helen's. Jan. 9.

HARGRAVE, CHARLES WILLIAM, & CHARLES WILMOT WILKINSON, Warehousemen, 29 St. Paul's-churchyard. Dec. 29.

JACKSON, ABRAHAM, & DAVID PAGET, General Brokers, Keighley, Yorksh. Debts received and paid by A. Jackson. Aug. 27.

JOHNSON, THOMAS, RICHARD FRANCE, & THOMAS SHACKLETON, Contractors, Sheffield. Debts received and paid by M. Ellison, Architect, Hadfield, Sheffield. Nov. 8.

KAY, DUNCAN JAMES, KIRKMAN FINLAY, HARRY GEORGE GORDON, & DRYSDALE CARSTAIRS, Merchants, Liverpool, under firm of Thomson, Finlay & Co.; as regards H. G. Gordon. Dec. 31.

LIBERTY, GEORGE, & JOHN TOMLINSON, Lace Manufacturers, Nottingham. Jan. 1.

MACAIRE, GIDEON PAUL, & ROBERT GIDEON MACAIRE, Watchcase-makers, 26 Middleton-st., Clerkenwell.

M'RAE, JAMES, ELIZA M'RAE, & ESTHER EVANS, Fancy Stationers, 47 Ludgate-hill; as regards James M'Rae. Jan. 9.

NICKLIN, JOHN, JOHN BAKER, jun., JOHN BAKER, GEORGE BAKER, & CHARLES BAKER, Iron Manufacturers, Shelton, Stoke-upon-Trent; under style of Cliff Vale Iron Company. Jan. 10.

OPPENHEIM, JULIUS ERNST, JOHN MORITZ OPPENHEIM, & FREDERICK AUGUSTUS SCHROETER, Merchants, London, Leipzig, and New York; under firm of John Moritz Oppenheim, & Co.; as regards J. E. Oppenheim. Dec. 31.

ORGAN, RICHARD, & HENRY CHRISTIAN HARE, Surgeons, Cawood, Selby, York. Debts received and paid by William Smith, of Market-st., York, Accountant. Oct. 11.

SAEGERT, WILLIAM THEODORE PETER, & HENRY ROGERS, Carvers, 316 Strand. Debts received and paid by H. Rogers, by whom business is carried on. Jan. 1.

SIBLEY, WILLIAM, & RICHARD JORDAN, Bakers, Bath. Dec. 27.

SMITH, HENRY, & WILLIAM SOUTHERN, Lucifer-match Manufacturers, Nottingham. Debts received and paid by W. Southern. Jan. 10.

SWALLOW, JOHN, & GEORGE SWALLOW, jun., Cotton Dealers, Manchester; under firm of John Swallow & Co. Debts received and paid by G. Swallow, jun. Jan. 8.

SYERS, WILLIAM HUGH LAWSON, WILLIAM DUCKWORTH, & HENRY DUCKWORTH, Wholesale Coffee Dealers, 8 Great Tower-st.; under firm of W. Duckworth & Son. Debts received and paid by W. H. L. Syers. Jan. 7.

WELLS, JOHN, & WILLIAM BELL, Linendrapers, Nottingham. Debts received and paid by W. Bell. Dec. 31.

WOODLEY, STEPHEN, & WILLIAM STEPHENSON, Farmers, Ilkley, York. Jan. 9.

FRIDAY, *Jan.* 16, 1857.

BLACKET, JAMES, & FRANK WILLIAM BLACKET, Drapers, 31 West Smithfield, and 3 Bank-bldgs, New Metropolitan Cattle Market. Debts received and paid by F. W. Blacket. Dec. 31.

BROADWOOD, THOMAS, HENRY FOWLER BROADWOOD, THOMAS BROADWOOD the younger, & WALTER STEWART BROADWOOD, Pianoforte Manufacturers, Great Pulteney-st., Golden-sq., and Horseferry-road, Westminster, under firm of J. Broadwood & Sons, as regards T. Broadwood. Sept. 29.

BROWN, THOMAS, & WILLIAM VICKERY, Carpenters, Brighton. Dec. 31.

CLARKE, G. H. & JOHN CRIPPS, Chemists and Druggists, 8 Union-ter., Notting-hill, and King-st., Hammersmith. Jan. 13.

COCKETT, FRANCES, & ADOLPHUS HORATIO COCKETT, Manufacturers of Fancy Goods, 26 Aldermanbury, under firm of F. Cockett & Co. Debts received and paid by A. H. Cockett. Jan. 15.

DARBISHIRE, SAMUEL DUKINFIELD, & EDMUND POTTER, Calico Printers, Manchester, under firm of Edmund Potter & Co. Debts received and paid by E. Potter. Nov. 2.

DAVIES, FRANCES, & THOMAS TENNANT, Brass Founders, 24 King-street, Clerkenwell. Jan. 12.

DAWSON, BENJAMIN, & JOHN DAWSON the elder, Brewers, Kirkstall, Leeds, under firm of Benjamin Dawson & Co. Jan. 14.

DIROM, ROBERT, WILLIAM FORSYTH HUNTER, & THOMAS FORSYTH GRAY, East India Merchants, Liverpool, under firm of Dirom, Davidson & Co.; and at Bombay, under firm of Dirom, Hunter & Co.; as concerns W. F. Hunter. Debts received and paid by Robert Dirom and Thomas Forsyth Gray, who continue business of both houses. July 31, 1856.

DIXON, WILLIAM SWAN, & WILLIAM HENRY DIXON, Merchants, Liverpool, under firm of Henry Dixon & Co. Debts received and paid by W. H. Dixon. Dec. 31.

FISHER, JAMES, & HENRY SLATER, Colliers, Standish-with-Langtree and Preston, under firm of Fisher & Slater, and Standish & Bloomfield Colliery Co. Dec. 31.

GATES, CHARLES, & JOHN WHITTINGTON, Farmers, Wood-end Farm, Northolt, Middlesex. Debts received and paid by J. Whittington. Jan. 14.

GIFFORD, BENJAMIN, THOMAS KNIGHTS, & MATTHEW WASDALE, Millers, Hemingford Grey. Ceased by death of Matthew Wasdale. Dec. 9.

GOVER, RICHARD, & GEORGE SMITH GOVER, under firm of Gover Brothers, Winchester, and Romsey. Debts to be paid and claims made to Messrs. Roche and Gover, Solicitors, 33, Old Jewry, London. Jan. 10.

HADDEN, GEORGE, & JAMES ALEXANDER HADDEN, Merchants, 8 Copthall Court. Dec. 31.

HALES, JOHN GYLES, & JOSEPH WILLIAM ROCHE, Pawnbrokers, 1 Commercial-road East, and 78 Back Church-lane, Commercial-road East. Debts received and paid by Roche. Jan. 14.

HALL, HENRY JOHN, heretofore known as Henry John Hall the younger, & HECTOR LOUIS HALL, Ship Agents, under firm of Hall Brothers & Co. Debts received and paid by H. J. Hall. Dec. 31.

HARRIS, WILLIAM, EDMUND HARRIS, & WILLIAM HUBBARD, Attorneys-at-Law, Rugby, under firm of Harris, Sons, & Hubbard. Debts received and paid by W. Harris & E. Harris. Dec. 31.

HARVERSON, JOHN, & APELLES HARVERSON, Glass and Lead Merchants, Dover-road, Borough, and 42 Hackney-road, and 6 De Beauvoir-place, Kingsland, under firm of Harverson Brothers. May 27.

HENDERSON, MICHAEL JAMES, & DAVID HAY, Druggists, Museum-square, Keswick, Cumberland. Debts received and paid by M. J. Henderson. Jan. 10.

HOWELL, JAMES, & JAMES GOTLEY, Brass Founders, Bristol, under firm of Gotley & Co. Jan. 13.

HUNTLEY, FORSTER CHARLETON, ROBERT BUCK, & JOHN RICHARD HUNTLEY, Timber Merchants, Sunderland, and Seaham Harbour; as regards Richard Huntley. Debts received and paid by F. H. Huntley and R. Buck. Jan. 10,

IBBERSON, JOHN, RICHARD IBBERSON, & JOHN WORMALD, Stone Merchants, Warwick Quarries, Crossland, Huddersfield; under firm of Messrs. Ibberson & Wormald. Debts received and paid by J. Ibberson & R. Ibberson. Jan. 9.

JACKSON, WASHINGTON, WASHINGTON JACKSON, jun., & NORMAN JACKSON, Merchants, New Orleans and Liverpool. Sept. 30, 1856.

JENNINGS, RICHARD WILLIAM, & RICHARD MOUNTFORD BADDELEY, Coal Merchants, Ivy-house Colliery, Hanley, Stafford; under firm of Ivy-house Colliery, or Jennings & Baddeley. Dec. 15.

LEVY, FREDERICK, & ABRAHAM LEVY, Glass and China Dealers, 83 Temple-street, Bristol. Debts received and paid by A. Levy. Jan. 5.

MOBBS, JAMES WILLIAM, & A. MOBBS, Potato Dealers, Whitecross-st., St. Luke's. Jan. 13.

MORGAN, PETER, & JOHN MORGAN, Machine Makers, Macclesfield; under firm of Morgan & Son. Jan. 15.

NEWCOMB, GEORGE, & JOHN NEWCOMB, Licensed Victuallers, Three Kingdoms, Thames-st. Debts received and paid by J. Newcomb. Aug. 21.

PETERS, GEORGE CHARLTON, & HARRY WILDMAN, Wine Merchants, 101 High-st., Birmingham; under firm of G. C. Peters & Co. Debts received and paid by G. C. Peters. Jan. 14.

PUGNI, CHARLES, JULIEN LAROCHE, & AMAND CONSTANT LEROUGE, Glass Merchants, 3 Old Trinity-house, Water-lane; under firm of Laroche, Pugni, & Co. Debts received and paid by C. Pugni. Jan. 15.

ROBERTON, JAMES MATHEW, & JAMES GILL, Timmen, 63 Fore-st., Limehouse. Jan. 12.

ROBOTTOM, TITUS, & JOSEPH ROBOTTOM, Engineers, Atherstone, Warwick. Debts received and paid by T. Robottom. Jan. 1.

SANDEMAN, GEORGE GLAS, JOHN FORSTER, & GEORGE SANDEMAN; under firm of Sandeman, Forster, & Co. Dec. 31.

SCHOFIELD, JOHN, SAMUEL SIDDALL SCHOFIELD, & FRANK SCHOFIELD, Wine Merchants, Oldham and Manchester; as regards Samuel Siddall Schofield. Jan. 1.

SETTLE, THOMAS, & WILLIAM KENYON, Brickmakers, Great Boltan, Lancaster. Debts received and paid by W. Kenyon. Jan. 9.

SMITH, ROBERT MOFFAT, & WILLIAM GRUNDY, Architects, Manchester and St. Helen's. Dec. 31.

SUTHERS, JOSEPH, & THOMPSON BINNS, Worsted Spinners, Hawksclough, Wadsworth, Halifax. Debts received and paid by J. Suthers. Jan. 13.

TOMPKINS, FREDERICK, & THOMAS BLACK, Silk Finishers, Manchester; under firm of Frederick Tompkins & Co. Debts received and paid by T. Black. May 10, 1856.

TRIPP, HENRY CHARLES, & WILLIAM CANNING, Grocers, 24 New Church-street-west, St. Mary-le-bone. Jan. 13.

WATERFALL EDMUND, & JOHN SEYMOUR WATERFALL, Wholesale Clothiers, 42 Watling-st., and 74½ Queen-st., Cheapside. Dec. 10.

WATSON, JAMES, & WILLIAM VAUSE, Mungo, Rag, and Flock Merchants, Leeds; as regards the Mungo and Rag business. Debts received and paid by W. Vause. Jan. 12.

WINDUS, ARTHUR EDWARD, & CHARLES ROGERS WINDUS, Chemists, 235 Strand. Dec. 31.

Creditors under Estates in Chancery.

TUESDAY, *Jan* 13, 1857.

BARKER, ELIZABETH, Springfield-pl., Upper Clapton. Died Jan. 1855. Creditors to come in on or before Feb. 14, at Master of the Rolls' Chambers.

HARTLEY, JOHN, Clogger Duckingstool, Bradford, York. Died Jan. 1856. Creditors to come in on or before Feb. 13, at V. C. Stuart's Chambers.

JONES, ROBERT, Farmer, Maesgwyn, Denbigh. Died Dec. 1855. Creditors to come in on or before Feb. 16, at V. C. Stuart's Chambers.

PAYNE, ROBERT, Carriage Lace Maker, 25 Gt. Queen-st. Died Sept. 1856. Creditors to come in on or before Jan. 24, at V. C. Wood's Chambers.

SILVERSIDE, GILES, late of Plaistow, Gent., and formerly of Paternoster-row, Butcher. Died Feb. 1855. Creditors to come in on or before Feb. 9, at Master of the Rolls' Chambers.

STONES, JOHN, Gent., formerly of Humberstone, Leicester, and late of Stayes, Middlesex. Died April, 1842. Creditors to come in on or before Feb. 10, at V. C. Kindersley's Chambers.

WELLS, JOHN, Merchant, Manchester. Died Nov. 1836. Next of kin and creditors to come in on or before Feb. 10, at V. C. Wood's Chambers.

FRIDAY, *Jan.* 16, 1857.

FREEMAN, JOSEPH, of Ratby, and afterwards of Groby, Leicester, Farmer. Died Aug. 1854. Heir-at-law and incumbrancers to come in on or before Feb. 20, at Master of the Rolls' Chambers.

MORGAN, RICHARD, late of Penpompren Mochno, Llanganfelyn, Cardigan, Died April 28, 1855. Next of kin and creditors to come in on or before Feb. 12, at Master of the Rolls' Chambers.

SWAINSON, ELIZABETH, late of Wistanton, Salop (widow of the late Rev. Christopher Swainson). Died Dec. 1854. Creditors to come in on or before Feb. 14, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Jan.* 13, 1857.

LONDON AND PENZANCE SERPENTINE COMPANY.—Henry Croysdill, of 84 Basinghall-st., appointed Official Liquidator. V. C. Sir W. P. Wood, Jan. 9, 1857.

NORWICH YARN COMPANY.—Call of £90 per share, to be paid to Alfred Aniger, Norfolk Hotel, Feb. 19, 1857, at 12. Master of Rolls' Chambers, Dec. 18, 1856.

Scotch Sequestrations.

TUESDAY, *Jan.* 13, 1857.

DODS, BENJAMIN WILLIAM, & JAMES THOMSON GALLOWAY, Merchants, Glasgow, Jan. 8. Meeting, Jan. 20, at 2, at Glasgow Stock Exchange.

LANKHAM, GEORGE, Saddler, Inchture, Perth, Jan. 5. Meeting, Jan. 17, at 1, at Library of the Procurators' Society, County-bldngs., Perth.

LAW, ALEXANDER, Coal Merchant, Jan. 6. Meeting, Jan. 16, at 12, at Globe Hotel, George-sq., Glasgow.

NESS, THOMAS, Blacksmith, Leith, Jan. 8. Meeting, Jan. 16, at 1, at New Ship Hotel, Leith.

VINT, JAMES, & JAMES WHITE VINT, Merchants, Union-pl., Edinburgh, Jan. 8. Meeting, Jan. 19, at 3, at Borland's Rooms, North Andrew-st., Edinburgh.

FRIDAY, *Jan.* 16, 1857.

AITKENHEAD, ALEXANDER, Baker, Main-street, Bridgeton, Glasgow, Jan. 12. Meeting Jan. 23, at 11, at Victoria Hotel, West George-street, Glasgow.

BEGBIE, WISEMAN, & COMPANY, Merchants, Glasgow, Jan. 10. Meeting Jan. 21, at 12, at Faculty Hall, St. George's-place, Glasgow.

GOLSTON, EMIL, & COMPANY, Importers of Foreign Goods, Argyle-street, Glasgow, Jan. 12. Meeting Jan. 24, at 12, at Globe Hotel, George-square, Glasgow.

WATSON, ADAM, Coal Merchant, Hutchestown of Glasgow, Jan. 9. Meeting Jan. 23, at 1, at Faculty Hall, St. George's-place, Glasgow.

To SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, JANUARY 24, 1857.

NEW COURTS OF PROBATE.

THE Law Amendment Society has joined in the crusade against the Ecclesiastical Courts, which have now defied all the efforts of reformers for something like twenty years. The obstinacy with which they have sustained this protracted siege is certainly not due to the number of their friends. No one has a word to say in favour of the existing system, and, indeed, its supporters show considerable tact by preserving a judicious silence. Duties which any solicitor could efficiently perform are entrusted only to a privileged class of proctors. The monopoly is supported by enormous court fees, which are employed in maintaining sinecure registrars with princely incomes, while all the work is done by their subordinates. To the costliness, which is the natural result of monopoly, the Ecclesiastical Courts have added all the inconveniences both of centralisation and local division. There is but one solitary thing to be said in their favour, and that is, that the proctors and acting registrars are, for the most part, up to their work. Their functions, indeed, are simple enough, and solicitors would probably not be much alarmed at having to undertake the formal duties of this privileged class, in addition to their own more complicated business. Still, faulty as the courts are, and in spite of attacks from every side—from laymen and lawyers, from novelists and men of business, from the ministry and the opposition, from chancery and common law—the testamentary jurisdiction remains just what it always was, and the will of a man who dies at the Land's End must still be proved at no small cost in London, if he chance to possess £5 worth of goods out of the diocese where he ended his life. It is easy to see why a reform which almost every one desires has been so long delayed. The attack has hitherto been conducted by a coalition, whose members are united in nothing but the conviction that the present courts ought to be superseded, without being able to agree as to the nature of the tribunal which is to take their place. During the last session three discordant schemes were warmly debated; and every attempt at a compromise having failed, the ecclesiastical tribunals remained for another year in possession of the disputed ground. A committee of the Law Amendment Society, which was recently appointed to concoct a practical scheme out of the three bills of the ATTORNEY-GENERAL, Sir FITZROY KELLY, and Mr. COLLIER, has produced an elaborate report, which was read on Monday by Mr. PITT TAYLOR. On several of the points discussed there is no room for difference of opinion. No one can question the propriety of giving to every probate validity throughout the country for all purposes. It is equally clear that an exclusive central system would be most inconvenient. Local courts, without any local limits on their jurisdiction, are, therefore, indispensable. All the common form business, as well as the contentious business relating to small estates, would be most advantageously administered there, and the functions of the Metropolitan Court should be limited to the general supervision of the affiliated tribunals, and the decision of the more weighty matters which may occasionally arise. We are disposed to concur in the recommendation of the committee that the county court system should be made available for this purpose. Sir FITZROY KELLY'S plan would perpetuate the inconveniences of the present arrangements, by preserving almost unchanged the local distribution of the courts. Any such scheme is altogether out of the question. The committee may well ask why Plymouth practitioners should be sent to Exeter for a probate—why Southampton and the Isle of Wight should still be subject to a Winchester jurisdiction—or why a Liverpool will should not be authenticated without a journey to Chester. The county court districts certainly offer the most appropriate sub-division of the country; and, as MR. PITT TAYLOR seems to think that the additional labour would not be too much for the judges and registrars, we shall not venture to suggest any difficulty on that score, though we must confess that we regard, with some alarm, the tendency to heap new functions upon a class of officers, who, in many localities, are already rather heavily burdened with business.

The extension of the jurisdiction of the court of probate, to real as well as personal estate, would be of immense advantage by enabling parties interested under a will to have its validity determined once for all by a single proceeding; and in recommending this alteration the committee do but follow the course which has been taken by all three of the rival reformers. Two points of some difficulty remain to be considered—viz., the constitution and procedure of the proposed court, and the extent of its jurisdiction. Mr. COLLIER'S proposal was to commit all testamentary jurisdiction to the courts of common law. In every case where there was a contest at all he would have his writ of summons, declaration, plea, replication, and so on, with all the machinery of demurrers and issues for the severance of points of law from disputes of fact. All this complication, however, is not only inapplicable to common form business, which constitutes 99 per cent. of the whole practice of the testamentary courts, but unnecessary in the majority of disputed cases. Sir FITZROY KELLY propounds a very similar plan, the only difference being that he would replace the Courts of Queen's Bench, Exchequer, and Common Pleas by a new court of probate, framed exactly on the same model. He also proposes to give to the court so constituted jurisdiction over the construction of wills and the administration of estates, for which it would certainly be ill adapted. For these latter purposes no pleadings at all are wanted, and none but affidavit evidence is ordinarily required. When you have a judge with the will before him you have all that is necessary to obtain a declaration as to the meaning of the testator, or a direction as to the way in which his intentions are to be carried out. This is just what a court of equity supplies, and in an ordinary administration suit the only pleadings consist of a statement of the will, and the evidence is for the most part confined to affidavits, verifying payments of money, and describing the nature of an estate, and similar matters, together with the usual documentary proof of the births, deaths, and marriages, which show the actual state of the testator's family. Any court which had the same jurisdiction given to it must adopt the same simple procedure, and become, in fact, a second Court of Chancery.

The ATTORNEY-GENERAL agrees with Sir F. KELLY in proposing to make the new court of probate a court of construction and administration; but he avoids the absurdity of clogging it with any system of pleading, and would have it merely another vice-chancellor's court. There is something rather plausible in the idea of enabling the same court to grant probate, to deter-

mine points of construction, and to administer estates; but, after all, it would not be in one case in a hundred that the several powers would be exercised together; and it seems to be a matter of very secondary importance whether the present equity jurisdiction over wills be or be not added to the functions of the court of probate. We cannot, however, indorse Mr. PITT TAYLOR'S notion, that such an arrangement would afford a dangerous facility for needless litigation. The dread of making law too accessible is a worn out folly, which one would hardly have expected from a county court judge. On the question of the constitution of the new tribunal the report of the committee is even less satisfactory than any of the schemes which it reviews. They strongly object to Mr. COLLIER'S plan because they think that the fifteen judges would not willingly begin to learn a new lesson so as to fit themselves for the administration of probate business. For this reason they recommend a separate court, but, with ingenious inconsistency, they propose that three puisne judges, selected from Westminster Hall, shall undertake the additional duty, and that the fifteen judges whom they had before pronounced unfit for testamentary business should form the court of appeal. We must leave Mr. TAYLOR and his colleagues to reconcile a contradiction which fairly baffles our ingenuity. There is one other passage in the report which we are unable to comprehend, except on the supposition that the committee have not escaped a popular prejudice, to which they ought to have been superior. They object to giving the proposed court the machinery of a court of equity, on account of the defective nature of its rules of practice, pleading, and evidence. Surely they ought to have known that in an administration suit there need be no pleading at all, and that in no case can there be more than one simple statement on each side. The mode of taking oral evidence in Chancery is as bad as it can be, and must some day be changed; but this has no real bearing upon will cases, because the routine proofs are invariably by affidavit, the cheapest of all evidence, and any really contested questions as to sanity and the like are always decided by an issue, directed to the same judges on circuit, and tried in the same manner as if it had proceeded from a court with common law procedure. The conditions essential to the efficiency and economy of a court of probate seem to be the absence of all pleadings beyond a statement of the will, the use of affidavit evidence in ordinary cases, and the assistance of a jury to decide a certain class of contested facts.

Sir R. BETHELL and Sir F. KELLY may be left to settle the knotty question, whether such a tribunal would be more properly called a court of law or equity. For ourselves, we should be quite content with it under any name.

THE CASE OF THE QUEEN *v.* CLARKE.

IT is a curious thing that the law of England should have existed for so many centuries without deciding the age at which, and the circumstances under which, children become entitled to the right of personal liberty. That such was the fact can be doubted by no one who has read the arguments and the judgment in the case of REG. *v.* CLARKE, decided last Wednesday by the Court of Queen's Bench. The question at last looks as if it were finally settled; and though the process by which this result has been reached was curiously slow and long, the result seems, on the whole, to be satisfactory. The rules respecting guardianship form one of the most intricate parts of our legal system. There are as many as eight different kinds of guardians, and it would fill many pages to state the various rules and distinctions by which their powers are regulated. Of these, however, no less than six apply only to cases in which the infant has property, although the custody of the property generally involves that of the person, and of these six several are almost entirely obsolete. The two forms of guardianship which apply primarily to the person and not to the property of the infant, are guardianship by nature and guardianship for nurture. There is, however, no real distinction between them, for the first is included in the second—guardianship by nature being "that which belongs to the ancestor in respect of his heir apparent," and guardianship for nurture that which belongs to the father, or, on his death, to the mother over all the children. The result of the old authorities as to the rights of a guardian for nurture is stated by Lord CAMPBELL to be, that it is the guardian's duty to "nurture—*i. e.*, to educate, to train, to bring up," the child, and that for that purpose he "has a right to the custody of the child, and shall maintain an action for trespass against a stranger who takes the child." The expressions of the various authorities as to the age at which the rights of the guardian for nurture terminated, and as to the method by which they were to be enforced, were more or less vague, and the decisions on the subject settled it in a curiously piecemeal manner. They apply to three distinct classes of cases. Those in which the age of the infant is under seven, those in which it is over fourteen, and those in which it is between the two.

The fact that the law upon each of these three subjects was laid down by itself, whilst the other two remained undecided, and that the whole range of judicial legislation on the question extended over more than half a century, is one of the most characteristic illustrations that we have ever met with of the manner in which English law is made. The question first settled was that which related to the condition of infants under the age of seven. It was held, so far back as the case of REG. *v.* MANDEVILLE (5 East), that the liberty of a child of that age consisted in its delivery to its guardian for nurture, and that the proper instrument for effecting this purpose was the writ of *habeas corpus*. It was next decided, that with respect to minors of upwards of fourteen years of age liberty consisted in following their own discretion, and that the court would make no order as to their custody, but would confine itself to freeing them from any illegal restraint, leaving them to use such freedom according to their own inclination. This was the case of REG. *v.* GREENHILL (4 B. & E. 624), decided in 1836. The case of children between seven and fourteen was not decided till Wednesday last, and the question then brought before the court was extremely short, and so simple that it is matter of very great surprise that it should never have been raised before. It was whether a child of the age in question should be allowed to make its choice as to the custody in which it would remain, if it should appear to the court to be endowed with sufficient intelligence to enable it to give reasonable grounds for the choice at which it arrived. It was decided, we think with unquestionable justice, that the court had no discretionary power, but that the powers, rights, and remedies of a guardian for nurture were in every respect the same over children between the ages of seven and fourteen as over those who are below the age of seven. The law upon this subject would therefore seem to be now completely settled—by a somewhat tardy process, no doubt, but still in a reasonable and satisfactory manner, and to be shortly this: that if a man dies, leaving a widow and children under the age of fourteen, without having appointed a testamentary guardian, the mother has an unqualified right to the custody of the children, which she can enforce by *habeas corpus*, notwithstanding the disinclination of the children to accede to her wishes, unless evidence can be given to show that her character, or the purposes for which she wants the children, are so immoral that they would run the risk of contamination if they were delivered over to her. The principle appears to us so

obviously just that we cannot understand how any serious person can represent it as in any way interfering with the rights and liberties of children. Indeed, nothing is more curious than the extreme liberality of the English law in this matter. The provisions of the French *Code Civil*, upon the subject of paternal authority, shows how lenient our conceptions are. A father, in France, or a guardian (with certain restrictions), not only has the complete custody of his child's person till he is twenty-one, but can, if he thinks fit, imprison him without any legal process whatever (*Code Civil*, art. 371—380). The existence of such a power goes far to prove that the English rule as to parental authority cannot rationally be considered severe.

Nor can we by any means sympathise in the indignation which has been expressed in some quarters as to the hardship inflicted on the girl ALICIA RACE herself. We should be inclined to think that her mother showed some want of judgment, and possibly of respect for her husband's memory, by the course she has taken; but it would surely be monstrous to say that a person is to be deprived of the management of her own affairs because she takes a view of her own or of her child's interests in which the majority of her countrymen would not agree. Sergeant RACE left his children to the care of their mother, or, rather, did not deprive her of the care of them, and she has used the discretion which he chose to allow to her. Who can have a right to complain? It is surely a pity to introduce heated popular matter into an argument before so grave a tribunal as the Queen's Bench. Even before a jury, it is not very expedient or dignified to appeal to religious animosities; and we must say that, in our opinion, Mr. O'MALLEY would have exercised a sound discretion in abstaining from quasi theological comments on the possible spiritual experiences of children under fourteen years of age. To allow a child of ten or eleven to fly in the face of its mother, because it had imbibed theological opinions of a different character from her's, would, in effect, be to strike at the root of parental authority, and no parent would be safe in trusting his child's education to any person whose teaching was not conducted under his own eye.

We must also express our opinion that it is matter of regret, that whilst the judgment of the court was still undelivered, the *Times* should have published an article on the hardships which its decision in a particular manner would inflict. It is very well to say that there is a distinction between cases which are submitted to a jury and those which are submitted to judges; but it was hard, in reading the article to which we are alluding, not to feel that there was something very like irony in the praise bestowed on the bench for their superiority to considerations of popularity. It is not only at the Old Bailey that judges have been discredited by popular applause. In the present case it is true there was a safety valve for feelings of this kind in the eulogy which was so largely bestowed on that "model of a Christian soldier," Sergeant RACE; but we still feel it most undesirable that any other than legal considerations should be admitted in the discussion, either at the bar or in the press, of rules of law.

Legal News.

THE meeting of merchants, bankers, brokers, and other traders, called to consider the decision in the case of KINGSFORD *v.* MERRY, was held on Monday; and Baron ROTHSCHILD acted as chairman, and introduced the subject of the meeting. The speeches delivered are of importance, rather as proving the existence of an evil, than as suggesting any sufficient remedy. The chairman asked why the original owner of goods should be protected against the whole trading community; and he said that the case before them was a very hard one for the defendant, who had advanced his money, and who had taken every precaution that a prudent man could take. If the law continued as it now was, and its condition became generally known, extraordinary litigation would be engendered; because a great many persons had been hitherto ignorant of the law, and had believed that dock warrants passed legally from hand to hand by being endorsed. But if it were declared that the case was different, the necessary result must be, either that much vexatious litigation would be produced, or that so much precaution would have to be taken in the business of bankers and merchants that the community must suffer serious inconvenience. There could be no doubt that, for the sake of checking litigation, preventing fraud, and facilitating commerce generally, these documents ought to pass legally from hand to hand, if properly endorsed and properly obtained, and if it could be proved that value had been given for them. The first resolution was—

"That the decision of the Court of Error, in the case of '*Kingsford* and *Swinford* v. *Merry*,' appears to involve a principle which is calculated to render the recognised and well-understood course and practice of trade insecure and uncertain, and to destroy confidence in delivery-orders, warrants, bills of lading, and other mercantile documents essential to the safe transaction of business and development of trade."

The mover of this resolution, Mr. GREGSON, M.P., did not appear to have made up his mind so thoroughly as Baron ROTHSCHILD as to the expediency of the proposed enactment. He called it a "delicate question" how far dock-warrants should be allowed to circulate, even though the person presenting them to the party making an advance was fraudulent. This speaker thought it would be going too far to say, that, under any circumstances whatever, a person making an advance should be justified in holding the documents. At the present time, when such a lamentable amount of fraud was perpetrated, it seemed to be requisite to take some precaution that the person making the advance should have a knowledge of the person requiring it, and some knowledge also that he has given a *bonâ fide* value for the goods. If they let loose to the fullest extent the circulation of documents which might have been obtained by fraud, perhaps the evil thereby produced would be greater than the one they now sought to remedy. It would evidently be impossible, if a warrant passed through a variety of hands, say from A. to Z., that Z. should trace it through all its stages from A. Still, if it came to him with a reasonable ground for believing that the party was respectable, and that value had been given for it, that would be sufficient to entitle a person to retain the document, and make an advance upon it.

It would appear that Mr. GREGSON's apprehension of opening a wider door to fraud was shared by a portion of his hearers. But it would not be easy to lay down any practicable rule exacting from the holder of the warrant more than proof of his own good faith, and of the reality of the consideration given by him. To impose upon Z. the obligation of proving that he knew, or had good reason to believe, that Y. had become possessed of the warrant in the fair course of trade, by giving value for it to X., would destroy the facility of transfer demanded for the convenience of commerce, and would sow a plentiful harvest of litigation. It was urged by the next speaker, that documents of title connected with the transfer of goods, ought to stand on the same footing as bank-notes or bills of exchange; and this principle is simple and intelligible, although, certainly, it is not embodied in the single clause of a proposed bill which was read to the meeting by Mr. WEGUELIN.

The City meeting certainly does not help us much to determine what the law ought to be; and the Court of Exchequer has added to the obscurity which prevails as

to what the law actually is. On Tuesday, the CHIEF BARON took occasion to remark that the Court of Error did not overrule either his direction, or the ruling of the full court, but that the case was presented to the Court of Error on a totally incorrect statement of the facts. Mr. Baron MARTIN testified to the same effect, and added that the case stated to the Court of Error was in itself utterly unintelligible. The CHIEF BARON observed, that, if the facts had been presented to the Court of Error correctly, that court would undoubtedly have given the same decision as the court below. The result is, that the judgment which has caused so much uneasiness was based on an imaginary state of facts, and that the Court of Exchequer Chamber has been drawn into pronouncing an opinion upon a case that did not actually occur. Of course, judges ought to argue as correctly upon feigned as upon real premises; but it is not the habit of English judges, with the brilliant exception of Lord Justice KNIGHT BRUCE, to do so; nor is it usual to attach any great weight to declarations of the legal effect of merely hypothetical states of circumstances. But supposing that there is a defect in our commercial law which legislation ought to remedy, how curious it is that this fault might never have been discovered but for the felicitous blundering of the learned gentlemen who settled the case upon which the appeal was heard. Anti-reformers may say that, if there had been no Common Law Procedure Act, there would have been no possibility of such an accident. The ingenuity of counsel would have had no opportunity of framing an imaginary case, and thus the law would never have been declared by the Exchequer Chamber, and merchants and bankers might have remained another twenty years in ignorance. If the proposed change in the law be salutary, and if it be actually made, we may congratulate the public on the carelessness of Mr. MERRY'S legal advisers, but we certainly cannot congratulate Mr. MERRY. He must endeavour to look upon himself as a victim to the general good, and he may remember that the law has lately borne much more hardly upon other unfortunates—as, for instance, the innocent convict, MARKHAM.

The proceedings of the Law Amendment Society on Monday night demand the particular attention of our provincial readers. Now is the time to consider the various proposals for remodelling the courts of probate, and to take care that the interests of all classes of the profession are fairly adjusted under the new arrangement, which cannot be delayed much longer. Country solicitors must not leave this task entirely to their London brethren, and only intimate their dissatisfaction when too late. It will be observed that the Society, besides receiving the report on the ecclesiastical courts, appointed, on Monday night, a committee to consider that most important subject of fixed rates of professional remuneration. In order to aid the consideration of this subject by our readers, we publish elsewhere the table of fees for conveyancing business now in use in Scotland, as one example of a method of remuneration only partially dependent on the length of the instruments prepared.

The legal profession has lately been made the object of some very unnecessary and unjustifiable abuse. The *Illustrated London News* of Saturday last ekes out its scanty stock of facts by two paragraphs, one about "hideous tortures" applied to the man who tried to kill the King of Naples, and the other describing a "falling out" among the lawyers. The former story, probably, and the latter certainly, is pure fiction, as much an effort of the imagination as if the pencil, and not the pen, of our contemporary had produced it. "The old feud between the country and the metropolitan attorney has burst out afresh," and the cause of quarrel is that "the tendency of the proposed reforms in the conveyancing system will be much to the detriment of the country solicitor." It is implied that the same reforms which are to destroy the provincial will benefit the Londoner, will enable him to keep a carriage instead of a brougham (as we know he ordinarily does), and to buy a country villa, instead of hiring a house at Ramsgate; and that this is the cause of quarrel. The ruin of the country solicitor, says our contemporary, may not appear a matter for many tears on the part of the nation, but it is to be remarked that "the respectable country solicitor is that which we can hardly affirm the majority of the legal profession to be, namely, a valuable and useful member of society." And then follows a sketch of the "respectable solicitor" aforesaid, with which we have no fault to find. As, however, the country solicitors form the large majority of the profession, it follows that the country solicitors are not "valuable and useful members of society," and, therefore, are not "respectable," and so the portrait we have just commended turns out to be imaginary. We pity that portion of the public which, when it wants "to comprehend a little about" any matter, goes to our contemporary and gets the question made "plain enough." The sketch of the "respectable solicitor," who does not exist, may form a companion picture to that of the extinct dodo, which lately ornamented the pages of the *Illustrated News*.

It is no novelty to see a journalist in difficulties turning a smart sentence or two at the expense of the solicitors, but we were surprised to find the profession almost as hardly used by Mr. PITT TAYLOR in the Law Amendment Society's report on the Ecclesiastical Courts. The tendency to submit frivolous questions to judicial decision, "for the mere sake of costs," is certainly not general among solicitors, and ought not to be imputed to them in such a document. We believe, too, that the county courts are not by any means the only existing tribunals where "the fees to professional men are not sufficiently large to tempt them to advise unnecessary proceedings for the sake of costs," even supposing that solicitors habitually yielded to this temptation. But Mr. TAYLOR, we must own, is quite impartial; or, perhaps, the common-law bar, to which he himself belonged, is most hardly used by him; for he says that it produces with difficulty a crop of fifteen judges of adequate or nearly adequate capacity, and the demand for a sixteenth would be beyond the productive energies of the soil. These judges, too, are "past the meridian of life," and hardly competent to master a new branch of law, or, at least, too lazy to undertake the task—an observation which, we hope, would not be found to hold good of county court judges, who might, under Mr. TAYLOR'S scheme, be called upon to acquaint themselves rather suddenly with the law, not only of probate, but also of the construction of wills and the administration of estates.

DANGEROUS ILLNESS OF BARON ALDERSON.

We learn with sincere regret that this distinguished judge is lying in an almost hopeless state at his residence in Park-crescent, Regent's Park. He was in the first instance attacked with determination of blood to the head, and since that time he has had an attack of paralysis, which has effected his lower extremities. Baron Alderson was appointed vacation judge, but it has now been arranged that Mr. Justice Coleridge shall take that duty, and Mr. Serjeant Channell will be placed on the commission for the Home Circuit at the forthcoming assizes, in the place of Mr. Justice Coleridge.

AMENDMENT OF CHANCERY BILLS.

According to the present practice, where any amendment in a bill in Chancery causes an addition of more than two folios in one place, it cannot be made in writing; and the consequence is, that though it may be necessary only to make a single amendment, the whole bill requires to be reprinted, which involves considerable expense where the bill is lengthy. An application was made to the Lord Chancellor this week for leave to reprint only the page or two affected by the alteration, and to make some consequential alterations in writing. His lord-

ship refused the application, being of opinion that any alteration in the present rule, which does not allow amendments partially by printed, and partially by written, alterations, would be inconvenient.

SWEARING IN OF THE DUKE OF CAMBRIDGE.

On Tuesday last, there was some little sensation produced in the Lord Chancellor's Court, by his lordship retiring rather hurriedly from the bench, and re-appearing in a few minutes followed by a tall robust looking gentleman, wearing a moustache, and dressed in a rough pilot coat and driving gloves. No one appeared to know who the gentleman was. The Chancellor remained standing, having handed him a small piece of parchment, and the Bar rose from their seats. It turned out to be the swearing in of the Duke of Cambridge, our Commander-in-Chief. His Royal Highness read the oath or declaration, in a stentorian voice that might have been heard outside the walls; and shaking hands with Lord Cranworth, made his bow, and retired.

BROADBENT v. IMPERIAL GAS-LIGHT COMPANY.

Mr. Justice Crompton and Mr. Justice Willes sat with the Lord Chancellor on Thursday, to hear a question argued, on which the Lord Chancellor desired the assistance of two Common Law judges. It arose in the case of *Broadbent* v. *The Imperial Gas-light Company*, and is of great importance to that and all similar companies. Upon its solution will probably depend the fate of the present suit for an injunction to restrain the company from using, in the manufacture of gas, all that portion of their works which adjoins the grounds of the plaintiff, a market gardener.

Court of Chancery.

A STATEMENT OF THE BUSINESS IN THE JUDGES' CHAMBERS IN THE UNDERMENTIONED MATTERS FOR THE YEARS ENDING NOVEMBER, 1853, 1854, 1855, & 1856.

	Summonses originating proceedings in Chancery.				Other Summonses.				Orders for Time to Plead, &c.				Advertisements.				Certificates.				Per centage on Certificates or Receiver's Account.			
	1853	1854	1855	1856	1853	1854	1855	1856	1853	1854	1855	1856	1853	1854	1855	1856	1853	1854	1855	1856	1853	1854	1855	1856
																					£ s.	£ s.	£ s.	£ s.
MASTERS OF THE ROLLS—A to K	100	106	97	125	1036	1597	*1955	2539	361	401	432	602	100	148	163	180	62	227	295	338	290 15	832 10	524 0	949 0
" " L to Z	89	106	81	101	750	1313	*1562	2148	352	406	†1019	596	93	126	185	148	61	187	259	297	0 10	138 0	442 10	464 0
Totals	189	212	178	226	1786	2910	3517	4687	713	807	1451	1198	193	274	348	328	123	414	554	635	291 5	970 10	966 10	1413 0
V. C. KINDERSLEY...A to K	76	36	52	55	711	1170	1014	*1379	166	229	152	389	37	55	68	59	38	147	182	222	0 10	453 0	150 0	166 0
" L to Z	47	38	27	46	634	927	1070	*1412	191	233	215	409	33	50	60	68	25	124	137	178	5 10	12 10	38 10	178 10
Totals	123	74	79	101	1345	2097	2084	2791	357	462	367	798	70	105	128	127	63	271	319	400	6 0	465 10	188 10	344 10
V. C. STUART .....A to K	47	77	85	69	765	*1748	1684	1719	211	302	410	381	41	139	117	139	50	217	266	327	...	84 0	136 10	186 10
" L to Z	39	51	46	58	670	*1379	1366	1465	213	445	397	315	57	108	105	102	78	200	249	280	...	45 10	155 0	343 10
Totals	86	128	131	127	1435	3127	3050	3184	424	747	807	696	98	247	222	241	128	417	515	605	...	129 10	291 10	530 0
V. C. WOOD.....A to K	40	21	35	37	*1214	1435	1482	1647	543	653	588	606	86	96	90	90	43	127	191	168	0 10	24 0	155 0	157 10
" L to Z	37	28	24	27	*1082	1405	1506	1587	513	629	634	557	53	72	101	92	39	117	223	196	...	38 0	95 10	105 10
Totals	77	49	59	64	2296	2840	2988	3234	1056	1282	1222	1163	139	168	191	182	82	244	414	364	0 10	62 0	250 10	263 0

* These include the Vacation Summonses for all the Chambers. † This includes both divisions during the Vacation.

Recent Decisions in Chancery.

A QUESTION was raised in *Webb* v. *Kirby* (5 W. R. 189), as to the power of an administrator *de bonis non cum testamento annexo durante absentiâ*, in Canada, of one who was the testator's next of kin, and also next of kin to the surviving executor and trustee of testator's will. The bill was filed by the administrator *durante absentiâ*, for the specific performance of an agreement to purchase certain leaseholds, part of the testator's estate, which were put up to auction by the plaintiff's direction. In the particulars of sale, it was stated that the sale was "by order of the executors of the deceased testator;" and one of the conditions described the vendor as selling under his will. The purchaser objected to complete the contract, on the ground that the plaintiff was not what he described himself to be, and that he had no power, as administrator *durante absentiâ* of another, to sell the premises. The V. C. Stuart held the plaintiff to be entitled to specific performance, as he considered that for every purpose of the suit, and for the carrying out of the sale, the grant of letters of administration with the will annexed to the plaintiff, as the attorney of one of the residuary legatees named in the will, was quite as effectual as if the latter had himself taken out administration, and personally carried into effect the trusts of the will. The Lord Chancellor, however, was of a different opinion. He fully agreed with his Honour as to the effect of the grant during the life of the principal, but in this case the principal was said to be in Canada at the time when the agreement was entered into; and for anything that was known, he might have been then alive. If he were dead, the letters of administration to the plaintiff as his attorney, of course, *de facto*, would expire, and it would be impossible for him then to make a title. The Lord Chancellor considered that there was also another ground for dismissing the plaintiff's bill. The principal was not properly the administrator of the last surviving executor of the testator's will, but of the last surviving trustee; and his lordship was therefore of opinion that the *cestuis que trust* ought to have been parties to the contract for sale. The main use of the decision is to show the importance of looking not merely to the validity and effect of such letters of attorney, but also to the proof that, at the time when it is proposed that they should be exercised, the principal is still living.

It is a well-established principle of courts of equity, that one cannot set up, against his own incumbrance, a beneficial interest in a prior incumbrance; in other words, that a man cannot claim to be a prior incumbrancer on his own estate. A very curious case within this rule (*Otter* v. *Lord Vaux*, 5 W. R. 188) has been recently decided by the Lord Chancellor, who affirmed the decree of the V. C. Wood. The plaintiff was second mortgagee of an estate in Wales. The first mortgage deed contained a power of sale in default of payment; and the deed was generally recited in the plaintiff's deed, but the power of the sale was not mentioned in the recital. The first mortgagee contracted with one Davies to sell to him the estate for a less amount than was due to him in respect of his security. Before the conveyance was executed, Davies sold his interest in the contract to the mortgagor, and the conveyance thereupon was made to him. The second mortgagee filed his bill to foreclose the mortgagor. The mortgagor contended that the plaintiff's right, which was only in respect of the equity of redemption, was destroyed by the exercise of the power of sale, of which he had constructive notice, as he had actual notice of the deed in which it was contained. The plaintiff relied upon the well established principle of the court which we have mentioned, upon the fact that the mortgagor had notice of the second mortgage, and, also, upon the covenant for further assurance. It appears uncertain what the decision would have been, if the sale to Davies, and the conveyance to him, had been *completed*; the Lord Chancellor's decision, in favour of the plaintiff, having gone expressly upon the ground that the contract for sale was, to all intents

and purposes, with the mortgagor. There is no reported case in which the mortgaged estate came back to the mortgagor after it had been sold and conveyed away to a third party by a first mortgagee under a power of sale; but there appears to be good ground for the agrument of the mortgagor in this case, that, under such circumstances, he would not be bound by a subsequent mortgage under his covenant for further assurance, nor is it at all clear that the rule which prevents a mortgagor from setting up a beneficial interest in his own prior incumbrance, would apply. The practical effect of the decision in *Otter* v. *Lord Vaux*, however, will be to make conveyancers inquire, in a title under a power of sale in a mortgage, whether the estate has subsequently come into the hands of the mortgagor, as there would certainly be considerable risk in accepting such a title.

The question of the exoneration from mortgage debts of real estate out of the personal estate of a testator is now of comparative unimportance, as it can only arise in cases where the testator died prior to the 31st December, 1854, it being enacted by the 17 & 18 Vic. c. 113, that when any person dies after that date seised of or entitled to any estate or interest in any land or other hereditaments, which shall at the time of his death be charged with the payment of any money by way of mortgage, and such person shall not by his will or deed or other document, have signified any contrary or other intention, the heir or devisee to whom such lands or hereditaments shall descend or be devised, shall not be entitled to have the mortgage debt discharged out of the personal estate or any other real estate of such person, but the land so charged shall be primarily liable to pay the mortgage debt.

In *Swainson* v. *Swainson*, 5 W.R. 187, the testator died before the act came into operation, and the case is worthy of notice only because in it there was an unsuccessful attempt to question the doctrine of *Scott* v. *Beecher*, 5 Madd. 95, which has been uniformly acted upon for the last thirty-five years. The recent decision merely confirms the rule that where a person inherits a mortgaged estate from one who was not himself liable to pay the mortgage debt, the heir is not entitled to exoneration out of his ancestor's personal estate.

Kay v. *Smith*, 5 W. R. 194, has set at rest a question of practice upon which there has been some doubt as to the construction of Lord St. Leonard's orders (7th Aug., 1852). According to the old practice, any party to a suit in which a decree had been made, after the regular time for enrolment had passed, could obtain an order as of course at the Rolls, to enrol *nunc pro tunc*. The Lord-Chancellor considered in *Kay* v. *Smith*, that the only alteration made by the 3rd Order of 7th Aug., 1852 (1st set), is to give an opportunity to any other party desiring to oppose the enrolment, to show cause why the decree should not be enrolled. The Master of the Rolls was of a different opinion, considering that the onus was upon the party making the application, and that it required a strong case to induce the court to grant it, especially where the applicant was a solicitor, and must be taken to have been acquainted with the General Orders.

It has been decided by the Lords Justices, in *ex parte Harrison*, 5 W.R. 193, that where an adjudicated bankrupt had, previously to the adjudication, filed a petition under the arrangement clauses, the bankruptcy did not relate back to the filing of the petition, and did not take effect earlier than the adjudication, though it was not questioned that the filing of the petition was an act of bankruptcy. The ground of the distinction was stated by Lord Justice Turner. His lordship said that it was not an act of bankruptcy in all cases. If it were, it would be in the power of a creditor to make a petitioner a bankrupt at any time within twelve months after its presentation; whereas the 76th sect. of the Bankrupt Law Consolidation Act provided that the petition for adjudication must be filed within two months after the dismissal of the petition for arrangement. *Ex parte Syers*, 3 Jurist, N. S. 6, is another recent decision of the same court, relating to the construction of the arrangement clauses. In that case there was a contention between a considerable majority of the creditors who desired to support a proposed arrangement under these clauses: on the one hand, and on the other, a small minority who insisted upon a bankruptcy. The court decided in favour of the minority. Where it was proposed to carry into effect an arrangement under these clauses, "it lay on the debtor to prove the affirmative," observed L. J. Knight Bruce," and the court ought to be satisfied on strong and clear evidence that the fact was so." Another ground of their refusal to sanction the arrangement was, that the statute left it in the discretion of the commissioner to decide whether the arrangement was a proper one, and he having decided that it was not, it required a strong case to shew that he had not made a prudent or reasonable use of that discretion.

Cases at Common Law specially Interesting to Attorneys.

CHANGE OF VENUE—AFFIDAVIT—USE AND OCCUPATION.

Smith v. *O'Brien*, *Julland* v. *Riches*, 5 W.R. Exch. 197.

In both these cases a rule *nisi* had been obtained on behalf of the defendant to change the venue from London to a county. In the first of them, the affidavit stated: 1. That the action was to recover rent due on a lease. 2. That there was a defence on the merits. 3. That the defendant was entitled to a set-off exceeding the sum claimed; and 4. That all the defendant's witnesses (five in number) lived in the county in question. In the second case the affidavit stated: 1. That the cause of action arose in the county in question, and not in London. 2. That the defendant's witnesses resided in such county. 3. That the cause could be there tried most conveniently; and 4. That the application was not made for delay. In both instances the court made the rule absolute (an order to change had been previously refused in both by Mr. Baron Martin), and observed that the ancient practice of changing the venue in cases of this description (*i.e.*, for use and occupation, see *Herring* v. *Watts*, 2 D. & L. 609) *on the common affidavit* was still to be adhered to, unless in cases where the opposite side showed sufficient grounds for not changing it, according to the rule laid down in *De Rothchild* v. *Shilston*, 9 Exch. 503.

From the observations which fell from the court in the course of the argument of the above case, it would seem, that had the plaintiffs sued as for rent due on a demise, *under seal*, and not (as they did) on a common count for use and occupation, a more special affidavit would have been required; for in such case, under the old practice, the common affidavit would have been insufficient. See *Taylor* v. *Becket*, 1 Lev. 307, *Duplessis* v. *Chalk*, 2 Str. 878.

ATTORNEY'S BILL.—DEFENCE OF NEGLIGENCE.

Cox v. *Leach*, 5 W.R. C.P. 199.

In this case the plaintiff had been instructed by the defendant to proceed at law against certain underwriters, in performance of which he brought an action against them in the Lord Mayor's Court of London, although he was aware that in order to maintain the action, evidence would be required from Calcutta, and was only to be obtained by a commission, or *mandamus*, under 13 Geo. 3 c. 63; and though he ascertained (apparently before commencing the action) that on the common law side of the court, no such commission could issue; while if it were applied for from the equity side of the court, the expense of it would fall on the applicant. The proccedings in the Lord Mayor's Court were consequently abandoned, and an action having been brought against the client, by the attorney who had been instructed to sue, the verdict was entered for such client, with leave to the attorney to move the court.

It was held by the Court of Common Pleas, that the charges in the bill delivered, which had reference to the proceedings taken in the Lord Mayor's Court, could not be recovered; for that to sue in such local court without express directions, and without acquainting himself, and seeing that there was adequate machinery to carry out the objects of the action, was negligence sufficient to support a defence on that ground *pro tanto*. There were, however, in the bill delivered certain items for letters written to the underwriters requiring payment of the client's demand, before the abortive action had been commenced. And these charges the court held to be recoverable, on the principle that such letters might have produced payment of the demand.

This judgment—in both of its parts—appears to be consistent with the cases in the books upon this somewhat difficult subject. As to the first branch (which decided that *quoad* the proceedings in the Mayor's Court, no costs could be recovered) it is borne out by the observations of Tindal, C.J., in *Godefroy* v. *Dalton*, 6 Bing. 460, where he says, "an attorney is liable for the consequences of ignorance or non-observance of the rules of practice; for the want of care in the preparation of the cause for trial, or of attendance thereon with his witnesses; and for the mismanagement of so much of the conduct of a cause as is usually and ordinarily allotted to his department of the profession."

And in accordance with this doctrine, an attorney has been held liable for suing for a breach of a simple contract, where the contract in truth was under seal (*Cliffe* v. *Prosser*, 2 D.P.C. 21); for suing in an inferior court for a cause of action arising out of its local jurisdiction (*Williams* v. *Gibbs*, 5 Ad. & El. 208); for applying at chambers where he was expressly confined by statute to the court itself (*Shilcock* v. *Passman*, 7 C. & P. 289); for neglecting to keep alive a writ of summons sued out to save the statute of limitations (*Hunter* v. *Caldwell*, 10 Q.B. 69); for preparing an agreement to pay an annuity on the consideration of past co-habitation, without taking care that such agreement should be under seal (*Parker* v. *Rolls*, 14 C. B. 691); for taking proceedings on foreign bills of exchange without previously ascertaining that they were according to the *lex loci*, so indorsed as to enable his clients to sue thereon (*Long* v. *Orsi*, 18 C.B. 610), and the like, while on the other hand he has been held *not* liable for an erroneous construction of a doubtful statute or rule of court (*Laidler* v. *Elliott*, 3 B. & C. 738 & *Bulmer* v. *Gilman*, 4 Man. & Gr. 108).

So also the second branch (which decided that the charges made for letters were recoverable) is in strict harmony with the observations of Lord Ellenborough in the case of *Pasmore* v. *Birnie*, 2 Starh. 59, with those of Lord Mansfield in *Templer* v. *M'Lachlan*, 2 N.R. 136; and with the case of *Shaw* v. *Arden*, 9 Bing. 287, which shows that where the business charged for could possibly have been beneficial to the client, or was reasonably expected by the attorney to prove so, the defence of negligence is no answer to the attorney's bill, though the circumstances may possibly be such as to render the attorney liable to a cross action for negligence.

BANKRUPTCY—LOSS BY NON-DELIVERY OF GOODS—ACT OF BANKRUPTCY.

Exparte Harrison; re Lawford, 5 W. R., L. J. 193.

In this case the bankrupt had contracted in May, 1856, to sell to one A. B. a certain quantity of oil to be delivered by instalments in June, July, and August; and on the 19th June he further contracted to deliver in July an additional quantity. On the 14th June, the delivery of the first instalment, under the first contract, took place, but no other delivery of oil, under either contract, was ever made. On the 2nd July, the bankrupt filed a petition for private arrangement under 12 & 13 Vic. c. 106. ss. 211, *et seq.*, and in his account of debts inserted £88 as a debt to A. B. arising from the non-delivery of the oil. On the 9th August this petition was dismissed, and the petitioner adjudged a bankrupt under sec. 223 of the same act. A. B. claimed in the proceedings on such bankrupcty to prove for the loss he had sustained, in respect of the two contracts *previous* to the *adjudication of bankruptcy* under sec. 223, but *subsequent* to the filing of the petition under the arrangement clauses. This proof the commissioner allowed, and on its being appealed against by the assignees, the Lords Justices confirmed the decision, but in dismissing the appeal, directed the costs of both parties to come out of the estate.

The judgment of the Court of Appeal proceeded on these grounds:—1st. It held, that the bankruptcy adjudicated on the 9th August did not relate back to the filing of the petition on the 2nd July. They decided this in accordance with the case of *Nicholson* v. *Gooch*, 5 Ell. and Bl. 999, where one L., who had petitioned under sec. 211 of the Bankrupt Consolidation Act, on the 23rd November, 1853, was (the proceedings having been adjourned into open court) on the 31st December, 1853, adjudged a bankrupt under sec. 223; and in which case the Court of Queen's Bench assented to the doctrine that an adjudication under the last-mentioned section is the act of the court itself, and is not founded on any act of bankruptcy; and that the title of the assignees thereunder does not relate backwards to any prior act of bankruptcy (see also as to this *Stevenson* v. *Newnham*, 13 C. B. 285). 2nd. The Lords Justices held, chiefly on the authority of *Exparte Bateman*, 4 W. R. 329, that the debt to A. B., scheduled by the bankrupt in his petition for private arrangement, was a sufficient ascertainment of the amount of loss incurred by A. B., owing to the failure in delivery of the oil, to take the case out of the general rule established by *Green* v. *Bicknell*, 8 A. and E. 701; *Utterson* v. *Vernon*, 3 T. R. 539; 4 T. R. 570, and other cases which establish the doctrine that a claim for damages requiring the verdict of a jury before it can be ascertained, is not, in general, provable in bankruptcy.

Professional Intelligence.

PUBLIC EXAMINATION OF THE STUDENTS OF THE INNS OF COURT, *held at* LINCOLN'S-INN-HALL, *on the 8th, 9th, and 10th days of January*, 1857.

The Council of Legal Education have awarded to—

WILLIAM RICHIE, Esq., *Student of the Middle Temple*, } A Studentship of 50 guineas per annum, to continue for a period of three years.

GEORGE ALFRED MARTEN, Esq. *Student of the Inner Temple*. } Certificate of Honour of the First Class.

RICHARD COPLEY CHRISTIE, Esq., *Student of Lincoln's-inn*,

JOHN EDWARDS, Esq., *Student of Lincoln's-inn*,

JOHN ROBBINS, Esq., *Student of the Inner Temple*, } Certificates that they have satisfactorily passed a public examination.

By Order of the Council,
(Signed) RICHARD BETHELL, Chairman.

Council Chamber, Lincoln's-inn,
15th Jan., 1857.

RESULT OF HILARY TERM EXAMINATION.

This examination took place on the 20th instant Master Cancellor presided, and the other examiners were Mr. Keith Barnes, Mr. Frere, Mr. Gregory, and Mr. John Young. Of the 153 who had given notice only 107 were examined. A considerable number did not leave their testimonials of due service of clerkship, and some left them in an imperfect state. It appears, that there is much carelessness in producing the documents required by the rules of court. Attention should be given to this part of the preliminary inquiry, and we understand the examiners will not in future take the examination *conditionally*, and permit the defects to be afterwards supplied.

We regret to learn that the examination has not, on the whole, been satisfactory; no less than twenty-eight candidates have been postponed for want of sufficient answers to the questions—so that only seventy-nine were passed.

On the other hand, we are informed that honorary distinctions have been awarded to the three following candidates:—

The first prize of books to the value of ten guineas, to *Charles Wright*, of Sunderland, who served his clerkship to Mr. J. J. Wright, of Sunderland: and Messrs. Maples and Pearse, of Frederick's Place.

The second prize of books to the value of five guineas to *Alfred Beaven*, of Highway, Wilts, who served his clerkship to Mr. Arthur Gore, of Mellisham, and Messrs Smith and Sheppard, of Golden Square; and the like prize to *Henry C. Potter*, of Inverness-terrace, Hyde-park, who served his clerkship to Mr. James Leman, of Lincoln's-inn-fields.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A meeting of the managing committee was held on Wednesday the 14th inst. The committee having considered the request contained in a circular sent by the directors of the Law Newspaper Company to all the law societies, inviting communications to the "SOLICITORS' JOURNAL AND REPORTER" of the operations of the societies, and statements of occurrences which may from time to time take place, of a nature calculated to interest the profession. It was resolved that a report of matters, considered by the committee at their meetings, be prepared by the secretary, and after being settled by the chairman, be forwarded to the editor of the journal for insertion.

The SECRETARY reported an active correspondence going on with reference to an official connection between the association and the law society of an important seaport town, a connection likely to prove mutually advantageous.

The ASSISTANT SECRETARY reported that arrangements had been made for co-operation and correspondence with the Justices' Clerks Society, in measures connected with bills for consolidating the statute law relating to indictable offences.

The ASSISTANT SECRETARY read the draft of an address which had been prepared, comprising some account of measures in contemplation for the amendment of the law, which may probably occupy the attention of parliament in the approaching session, and recommending local committees to call meetings for the purpose of considering the subjects referred to, and reporting thereon to the central committee. The address was considered, and referred to a committee for revision, with a view to its being

printed for the information of the provincial members of the committee, and the Local Law Societies.

The following gentlemen have been recently added to the Committee of Management:—Mr. E. E. P. Kelsey, of Salisbury; Mr. T. Waters, of Winchester; Mr. C. E. Deacon, of Southampton; Mr. Thos. Coombs, of Dorchester; and Mr. H. S. Stokes, of Truro.

WORCESTER LAW SOCIETY.

At the annual meeting of the Worcester and Worcestershire Law Society, held at the Law Library, on Tuesday, the 20th instant, Mr. Charles Pidcock, President in the chair, the following appointment of officers for the ensuing year took place:—Mr. John Hill, Town Clerk, President; Mr. W. N. Marcy, of Bewdley, Clerk of the Peace for Worcestershire, Vice-President; Mr. William Allen, Treasurer; and Mr. John Stallard, Secretary.

BEFORE THE LORDS JUSTICES.

Thompson v. *Finch.—In re Hayward.* Jan. 27.

Lord Justice Turner said that at the hearing of the cause their lordships had felt it their duty to call upon Mr. John Hayward, a solicitor of the court, to show cause why, upon the materials before it in this suit, and in other suits, he should not be struck off the roll. His lordship entered into a full statement of the facts, and observed that if those facts had stood unexplained the court would have felt it a duty and an act of justice to the public to whom the integrity and character of solicitors are most important, and no less a duty to the great body of solicitors themselves, to whose character for integrity it was impossible to bear too high testimony, to have ordered this gentlenman to be at once removed from the roll of its officers. That there had been a gross and unqualified breach of trust in regard to the £1,000 and £500 was plain, and great irregularity and serious misconduct as to the £3,500 could not be doubted. When solicitors become trustees they become not only responsible like other trustees, but as officers of the court they are amenable to the court for their conduct in that character. Upon looking at the affidavits which Mr. Hayward had filed a doubt had been created in his lordship's mind, though they undoubtedly did not remove altogether the impression made on it by the former proceedings, and more especially as to the point of the title-deeds, of which Mr. Hayward swore that he did not recollect the matter, and left it all to his clerk; nor did he remember the borrowing the deeds from Mr. Finch, which Mr. Finch had positively sworn that he did; and, moreover, Mr. Finch has said that he did not think Mr. Hayward had a fraudulent intention. It altogether appeared that forgetfulness or inadvertence, rather than dishonesty, were attributable to Mr. Hayward. Beyond this the affidavits bore strong testimony to the character of Mr. Hayward, and also to his honesty, integrity, and kindness of disposition; they showed that he was respected by clients who had again resorted to his advice and professional assistance even after he had been compelled to pass through the Insolvent Court. Those affidavits proved that county magistrates and other influential persons had restored him to the many important offices he had held, and that he had been re-elected a member of the Law Society to which he before belonged, and considering that Mr. Hayward's entanglement with the affairs and property of Sir J. K. Shaw appeared to have led to the difficulties in which he had been involved, it appeared to him (Lord Justice Turner) that justice would be satisfied by directing that no further proceedings be taken in the matter and that Mr. Hayward should pay the costs of the proceedings.

Lord Justice KNIGHT BRUCE said he was of the same opinion.

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Saturday the 31st January, 1857, at the Rolls Court, Chancery-lane, at 4 in the afternoon, for swearing solicitors.

Every person desirous of being sworn on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Friday, the 30th of January instant.

ADMISSION OF ATTORNEYS.

Hilary Term, 1857.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Friday, January 30th.
Saturday, January 31st.

TAKING OUT AND RENEWAL OF ATTORNEYS' CERTIFICATES.

On January 27, 1857.

Green, John Thomas, 32, Lincoln's-inn-fields, and Woburn.

On February 2, 1857.

Barr, Frederick Horatio, Leeds.
Carnsew, Henry, 21, Parliament-street, and Great James'-place.
Cozens, William, Haverfordwest, Bombay, and Boulogne.
Hill, Stephen the younger, Salisbury.
Palmer, Arthur Hare, Bristol and Clifton.
Richards, John, 27, Southampton-buildings, and Walsall.

JURIDICAL SOCIETY.

The Society will meet on Monday, the 26th January, at Eight o'clock, p.m.; the Hon. Baron Bramwell in the Chair: when a Paper by the Hon. J. N. Dickinson, one of the Judges of the Supreme Court of N.S. Wales, will be read.

The subject of the Paper is:—"English Case Law, with an Inquiry into its Essential Characteristics, and some Suggestions for the Formation of a complete Digest and Institutes from Existing Decisions."

Correspondence.

IRELAND.

(*From our own Correspondent*).

CHANCERY.—*Marriage with consent.*

IN the case of *Dobbyn* v. *Adams*, in which judgment was delivered by the Lord Chancellor on Wednesday, a point arose of a novel character. Mr. Adams was, under the will of his father, empowered to charge the family estate with a jointure, on his marriage, provided that it took place with the consent of the executor and guardian appointed by the will. After the testators death, but considerably before the son attained his majority, the latter eloped with a young lady of still more juvenile years, and they were married without obtaining the consent of any person. The ceremony was performed in an irregular way, but by an ordained clergyman. A few days *after* the marriage, the consent of the executor and guardian was obtained, and a regular wedding took place between the parties in the parish church.

The case came on appeal from the Master of the Rolls, who had decided that the second marriage being regularly performed, and preceded by the consent, enabled Mr. Adams to charge a jointure on the estate (within the terms of the will). The L. C. held otherwise. The *status* of the parties was to be considered as determined by the first marriage. The marriage act did not render the irregular marriage void *ab initio*, but merely voidable within a given time, on the application of particular persons. No suit having been instituted by Mrs. Adams to annul the first marriage, it had become perfectly valid; and having taken place without consent, Mrs. Adams could not sustain her claim to the jointure. The order of the court below was, therefore, reversed.

QUEEN'S BENCH.—*Another marriage case.*

IN a case of *Beamish* v. *Beamish*, a still more curious question has arisen. It is shortly this: whether a clergyman can officiate *at his own marriage?* This question arose at the assizes last summer, in a case of title affecting estates near Cork. It seems that some years since, the Rev. Mr. Beamish himself performed the marriage service between himself and the lady who claims to be his lawful widow. No other clergyman was present on the occasion, nor was there any witness of the ceremony, except one person who casually witnessed it through the window of the church.

As may be supposed, this question has given rise to a vast amount of research and learned argument. The Fathers, and a host of more modern authorities have been ransacked for *dicta* bearing on the point. The arguments before the Exchequer Chamber (in error) having lasted for four days, concluded on Saturday; and the judges are now considering the authorities, prior to delivering judgment.

QUEEN'S BENCH.—*Reg.* v. *Massy.—Fracas between Solicitors.*

On Wednesday, Mr. Martley, Q.C., on behalf of the prosecutor, applied for a criminal information against Mr. Massy, another solicitor. It appeared from the statements made in the affidavits, that Mr. O'Brien and Mr. Massy (who are both solicitors of standing, and well known in the profession), had been

acquainted with each other for several years. They lately had some slight differences in relation to a case in the Incumbered Estates Court; but no angry collision had ever occurred between them. On the 29th November, the case in the Incumbered Estates Court stood in the list of that court, but counsel not attending, it was struck out. The prosecutor afterwards prevailed on the court to re-instate the case, but it was not eventually heard, and the court soon after adjourned. Mr. Massy is stated to have resented some supposed affront arising out of these circumstances in an extraordinary way, to have addressed Mr. O'Brien in the hall with language in which the words "blackguard" and "ruffian" prominently appear, and to have brandished his umbrella in a menacing way. The prosecutor checked his first impulse to inflict chastisement with a walking cane; and conscious of having done nothing to merit such insult, applied to this court for redress.

The court granted a *conditional order* for a criminal information.

INCUMBERED ESTATES COURT.

It will be remembered that a promise was given by Lord Palmerston (in reply to some questions put to the Government in the House of Commons, towards the close of last session), that Mr. Baron Richards should resume his full duty as a common law judge, and be enabled to go circuit with his judicial brethren. After a long delay this promise has been redeemed, and the learned Baron has now quitted the court of which he has been the presiding chief since its institution in the autumn of 1849.

The time for making this change has, however, been singularly ill chosen. The cases in the Incumbered Estates Court were divided among the three commissioners; and according to the mode of procedure there adopted, each commissioner has his own list of appointments, schedules fixed for hearing, &c., for two or three months in advance. The consequence is, that while the two remaining commissioners have their hands fully occupied, the entire proceedings in about six hundred cases are brought to a complete standstill, and nothing whatever can be done.

Speculation is rife as to the course which the Government intend to pursue; whether a third commissioner is to be appointed, or whether arrangements will be made so as to enable the existing commissioners to transact the whole of the business. Meanwhile, the inconvenience caused by this abrupt suspension of so much important business is daily increasing; and the dissatisfaction of solicitors and suitors is rapidly approaching a point at which some general expression of it must be expected to take place. Surprise is expressed that the Incorporated Law Society does not take up the matter, and represent the general state of feeling to the proper authorities.

KINGSFORD *v.* MERRY.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I perceive by the *Times* newspaper that the great City meeting has been held, and what is very extraordinary, that whilst every speaker mentioned the necessity of remedying existing deficiencies in connexion with the dock warrant or other symbol of merchandise, the clause of the proposed bill to remedy the grievance is silent, altogether silent, as to documents of title.

The clause in question, read to the meeting by Mr. Weguelin, is as follows:—

"That any purchases, or any contract or agreement for the purchase and sale of merchandise, which shall be *bonâ fide* made by a purchaser in the ordinary course of trade, shall be as binding on the true owner of such merchandise, and the purchaser shall have the same right and title to the merchandise, as if the sale thereof, or the contract for the sale, were made by the true owner: provided the person who shall make such sale or contract, shall have the possession of the merchandise at the time of the sale or contract, and shall deliver over the merchandise to the buyer."

Now, let us see whether this, if made the law of the land, would advance the object of the City gentlemen. In the first place, does it authorise anything but an actual sale? does it give relief to any banker or merchant coming under advance merely? I trow not, for although the word "contract" is used in addition to the word "sale," yet, by the rule of construction in such case of "*noscitur à sociis*," the contract must be *ejusdem generis*: must be in the nature of a contract for sale. But in what way would that serve Baron Rothschild or other capitalists wishing to advance money on merchandize safely, and not to speculate on the merchandize as a purchaser? But suppose this difficulty overcome by a special provision as to security for advances, is the clause in question free from further objection?

To bring oneself within the words of the clause, before a safe contract for purchase or sale can be entered into, the buyer or seller, as the case may be, would have to go and see that the merchandise proposed to be bought or sold was in the actual possession of the party with whom he contracts. Would that give an additional facility to commerce? Again, if the party contracting has been shown the identical merchandise he is bargaining for, he will have to carry his circumspection still further; he must see that the goods delivered are the identical goods shown to him and included in the contract, for if the transaction were of fifty hhds. of Jamaica sugar per Sesostris, and fifty hhds. of the same quality by the same vessel but held under a different title were delivered to him by the fraud of the seller, this projected bill would not afford him protection. Besides, it cannot be too strongly inculcated upon commercial men that mere bodily possession ought not to give a title to merchandise, otherwise how could the capitalist be ever safe as to his advances—he must place confidence in the wharfinger, the warehousekeeper, or the carrier, and their bodily possession ought not to enable them to pass the property of their employers.

On this head, as it seems to me, the 4th section of the Merchant and Factors' Act, 6 Geo. 4, c. 94, is quite sufficient protection for fair dealing between merchants, the clause in question being to the effect, that persons may contract with known agents in the ordinary course of business, or out of that course within the agent's authority, notwithstanding notice.

On a review of the question, and having the benefit of the discussion at the city meeting, I am more convinced than ever that such a measure as I suggested in the letter you inserted in your second paper is that which the merchants and capitalists require, and ought to seek.

I am, Sir, yours obediently,

Jan. 21, 1857. CHREMES.

BRENTFORD COUNTY COURT.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The cause list at the last court contained upwards of 100 cases!—*got through, as usual, during the day!* It invariably contains from 100 to 200 cases, all of which are decided on that day.

Some of the suitors and loungers being tired of waiting about, towards the end of the day became in various stages of inebriety, and talked, laughed, and swore, with no other interruption than an occasional—"Pray silence;" "Be quiet, ladies;" "You must sit down, or go out," from the meek-spirited usher; or an angry dialogue between the aforesaid usher and some "unprotected female" struggling at the door to gain admission.

It is admitted, I believe, that the principle of the Small Debts Acts is cheap and speedy law; and for that purpose courts are directed to be held at least once in every month. But I ask you, Sir, why, in a populous district like this, the court does not sit once a week, or once every alternate week at least, having a cause-list of moderate dimensions, containing one-quarter or one-half of the present average number? By this means much of the noise, confusion, and ill-humour so ordinary at this court might be prevented.

It may truly be said that it is utterly impossible for the learned judge (Mr. Adolphus) to give the same degree of attention to those causes which may happen to be at the end of this long list, as to those at or near the beginning. The latter causes are more hurried; the witnesses are not allowed time to give their answers; the judge becomes fatigued, and says smart things to the suitor and their witnesses—which he would not have occasion to say, were the court not to crowd so much work into one day's list.

I trouble you with these remarks, in the hope that, with your aid, they may possibly tend to the better regulation of the court, and thereby to the public advantage.

I am, Sir, yours, &c.,

Jan. 22, 1857. A SUITOR.

REGISTRATION OF TITLES TO LAND

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I ask permission to lay before your readers some remarks in opposition to the projected revolution in the transfer of real property, and, before adverting to the measure itself, some observations on the incessant persecution carried on by the Legislature against the legal profession, and especially

against that more numerous portion of it by which the practical details of legal business are almost entirely managed. If the Legislature had the power of creating some new professions, it might, most beneficially to society, exercise such power; but here is a most ancient and honourable profession, amongst secular professions the most important and the first in rank, which has furnished to the peerage one-third of its members, and whose actual head is always himself a peer, and presides in the most august assembly in the land, and the Legislature seeks its destruction. The members of the lower branch of that profession have paid to the Government the prodigious sum of at least seventeen or eighteen hundred thousand pounds for simple admission to it, and pay a very large sum annually for liberty to practise it; as a body they are men very highly qualified, and of highly honourable character; their intervention in the transfer of property, and the responsibility under which they act, practically afford a security in the acquisition and enjoyment of property which is of the highest possible value; and they are treated by the Government and Legislature precisely as if they were a body of ticket-of-leave men, or worse—as a body of men whose means of obtaining an honest livelihood it is perfectly just, and of the highest importance to destroy. A profession which is the direct result and offspring of law, in a sense which no other profession or occupation is, law is employed to ruin. In other cases compensation is given for the destruction of vested interests. If the crier or some other mechanical officer of a court has his occupation superseded, he receives full compensation for it; and if the occupation of attorneys and solicitors is taken from them, they, as officers of the courts, which they legally are, are just as much entitled to it, though no one thinks of giving it to them. If anything in the existing state of the laws is found not exactly to suit the views of certain persons who have influence in the Legislature, they have only to raise an interested or ignorant cry against the profession; and measures involving the grossest injustice towards it, to an extent which threatens the actual extermination of the larger portion of its members, are eagerly carried, and both Houses of Parliament unite in them with as much satisfaction as if they were engaged in a just, and wise, and charitable work. In the present instance, *Punch* is, not quite inappropriately, set to work to introduce the revolutionary change, and the *Times* follows. The *Times* declares that such a measure cannot be otherwise than highly beneficial to the public, though it admits, either with affected *naïveté* or gross ignorance, that "a great part" of the employment of professional men depends upon the transfer of property: in the latter case—of ignorance—"*plusquàm ne creditis actum est.*" Possibly it is not aware of the full extent of the injury which it labours to inflict, seeing that not only a *very* great part, but the whole, in many cases, of professional practice, consists of business thus arising, and that, too, in offices of the very highest respectability. But any one acquainted with the *Times*, knows what value to attach to a judgment thus expressed; it does not imply that there is any good ground for thinking the public really interested in the matter; it may be for the public advantage, or otherwise; it does not even imply that the *Times* knows or thinks anything about the matter: this it implies, and only this, that it suits, or is supposed to suit, the immediate purposes of the *Times* to say so. But unfortunately, as much injustice and oppression may be perpetrated in the name of "The Public," as in the name of "Liberty," by taking advantage—as has been done in other cases, demonstrably to the public injury—of the disgraceful fallacy of first subtracting from the real public the classes most deeply interested in particular measures, and then calling *the residue* the public, and making that appear an advantage to the public as a whole, which is really an advantage only to one part of it (if even that), at the expense of much more serious disadvantage to another. Legislators do not seem to be aware how easily and directly, and how forcibly, such a principle may be brought to bear upon a general confiscation of funded or landed property, or the sanction which they are consequently giving to the Communist principle in acting upon it. The outcry against the emoluments of the profession is altogether unreasonable; those of other parties connected with the transfer of property are much higher. The estate-agent or the stock-broker can as easily gain a given number of thousands in a year as the solicitor can hundreds, and with a smaller number of persons in their employ, and dependent upon them. Even in small transactions, if there be no special occasion of increased expense, the cost is small, exclusive of stamps, in proportion to the value of the property, and in larger ones trivial in comparison. If a broker buys shares to the amount of £5,000, ½ per cent. is charged to both parties, making £50; and he has merely to step into Capel-court, make a memorandum in his book, fill up a printed form, send it for registration, and settle at stated intervals the balance of an account; perhaps even buying and selling the same stock several times over before it is actually transferred, if transferred at all, and charging the same commission upon each transaction. With a straightforward title, the expenses of vendor and purchaser on a conveyance of land of the same value will seldom amount to near so much, exclusively of stamps; but the purchaser or mortgagor is apt to look at the total amount only of his solicitor's bill, and set down to his emolument the stamps, which, as an unpaid collector of taxes, and at his own risk, he advances to the Government. In large transactions even the banker's charge for a remittance of the purchase-money, or for paying it over the counter to the party entitled to it, will exceed the charges of the solicitor. Architects, surveyors, auctioneers, almost every profession, makes higher charges than the solicitor, and without a corresponding measure of responsibility. If the cost of a transfer of interests in real property is thought too high, the simplest and most equitable way of reducing it is to reduce the stamps; and the Chancellor of the Exchequer might as well do this as exterminate three-fifths of the members of a profession who pay annually, for permission to exercise it, a sum very considerable in the aggregate, and which too often—such is the rate of professional emolument—amounts to a duplication of the income-tax, and at the same time throw away almost entirely the large amount which is now derived from articles of clerkship. To destroy the legalised emoluments of the solicitor, instead of reducing the stamps, is precisely equivalent to charging the stamps on conveyances and securities to the solicitor, instead of charging them to the party.

But supposing that the contemplated change, instead of operating to the extermination of the greater part of the profession, should have the effect of raising it, in point of emolument, to the far higher position of professions of inferior dignity and importance. Still it must be considered liable to inseparable objections, and those of the very gravest character on public grounds. I am here obliged to controvert the views expressed in the leading article on the subject in your first number—expressed, that is to say, provisionally until the scheme is more developed—but the interests of the public, not less than those of the profession, imperatively require that the objections to it should be fairly stated—in general terms at least. A much larger space and very extensive consideration would be required to give full effect to them. There is a fundamental error in the very idea of assimilating the conveyance of land to the transfer of stock. The latter is merely the transfer of an abstract right—a right to have a certain sum of money inscribed against your name in a certain book, and to receive the dividends accruing upon that sum. But a line in a book is a very different thing from an acre of land; in the former case no specific thing is conveyed, nothing which the transferree can take into his possession, nothing that can be individualized or distinguished from other stock, otherwise than as forming a certain proportion of the whole amount. In the latter case the thing conveyed is a specific, individual, local, property, which must be distinguished from all other property by situation, by metes and bounds, and other continually varying means of identification, and which the owner may enter upon and use, or permit others to enter upon and use, for an indefinite variety of purposes; in which, moreover, a great variety of partial interests are continually carved out, not only with much greater frequency than in the case of stock, but of a kind of which neither stock nor any similar species of property is susceptible. Look at the possible varieties of interest in the same property exemplified in the second paragraph of the article referred to. How are these to be dealt with in the same manner as a transfer of stock from A. to B.? This difference is inherent and essential; and circumstantially there is a difference also, in the much greater frequency with which stock and similar kinds of property are bought merely for speculative purposes, when a simple transfer of the absolute right to a single owner may be sufficient. When partial interests are created in property of this kind a separate deed (or will) is necessary for the purpose; and where is the advantage to the parties interested in having their title regulated by instruments distinct from the transfer itself instead of a single deed? The truth is, that the recognition of none but absolute and legal interests in stock and shares is intended, *not for the advantage of the parties interested*, but for the convenience of the bank, or of the joint-stock company whose shares are transferred, and in

order to relieve *them* from the infinite complications that would arise if they were compelled to recognise all the partial interests to which their stock, in indefinite subdivision, would be subjected. It is for this purpose that corresponding provisions are expressly introduced in the settlement deeds of joint-stock companies; and the truth of the statement I have just made is thus exemplified. I am connected with two or three of these, and know that the system is extremely inconvenient to the shareholders, especially on a devolution of the shares; though essential to the proper management of the concern. But the necessity which in these cases exists for recognising only absolute ownership does not exist in the slightest degree in the transfer of a specific local property from one individual to another, where there are no corporate interests, and where no other parties have either right or occasion to interfere; and to ignore, without occasion for it, partial or equitable interests, is only to open the door to innumerable illegitimate dealings with interests in land, corresponding with those which the other system is experimentally and unavoidably found to admit with regard to the kinds of property regulated by it. Surely it is a plan far more straightforward, natural, efficient, and secure, to allow the interests of tenant for life, reversioner, lessee, mortgagor, or mortgagee, or *cestui que trust*, to appear upon the face of the instruments by which these interests are governed, than to attempt to regulate them by instruments collateral to an actual transfer which makes a single person falsely appear as the absolute owner, and leaves it in his power at any moment either to defeat those interests, or defraud a purchaser of his purchase-money; especially when the plan is thoroughly well settled and understood, and works with admirable efficiency; and when great inconvenience must attend a change, and innumerable questions be set afloat by it which cannot now arise.

It is suggested that such absolute apparent owner would only be placed in the same position as a mortgagee or trustee, with power of sale, now is. The case is very widely different, in point of fact; but, before showing this, I ask why other parties are to be placed in this position, who now stand in quite different relations to each other? Are all the leasehold interests existing in London on the estates of the Duke of Bedford, or the Marquis of Westminster, to be ignored, or is their reversionary interest to be so? Is the tenant for life, as absolute owner, to be enabled to convey the interest of the reversioners, when the transaction may never be discovered till the death of the former?—or is the reversioner to be enabled to defeat the interest of the tenant for life? On the present system, no such possibility exists; on the system proposed, no precaution could prevent the continual occurrence of such transactions. *Caveats* may be useful in certain cases; as where a will is likely to be offered for probate, which is not entitled to it; but what would be the use of them where a party interested has no possible means of knowing the steps about to be taken to his prejudice? And what would be the value of a *distringas*, when the value of his interest has been expended or realised, and carried off to America? Were there no other objection to the change of system than that of compelling the owners of partial or equitable interests to become active *asserters* of their rights, instead of *resting* upon them in a position which no one now ever thinks of assailing, because those rights are apparent on the face of documents under which the title must be derived, it would be a change *immeasurably* for the worse. And, supposing such interests to have been wrongfully conveyed, is the owner of them or the purchaser to bear the loss?—and, if the latter, will it not be incumbent upon him to institute a strict examination of the vendor's title, even as now, except that it would be under circumstances which would make the investigation much more difficult, and less satisfactory, than at present? But, returning to the position of mortgagor and mortgagee, and supposing it as reasonable as it is unreasonable, that other parties should be placed in the same relative position, so far as regards the power of the one over the property of the other, the comparison fails in the most essential points. The equity of redemption of the mortgagor is disclosed in the document which contains the power of the mortgagee. The purchaser can judge for himself of the validity of the power, without ignoring the interest of the mortgagor. It is always provided that express notice, at least three months before a sale, shall be given to the mortgagor, or that interest shall be for a certain period in arrear, so that he is aware of his liability to have the property sold; and in practice, notwithstanding that provision, express notice is always given when the mortgagor is accessible, and the property, if sold without his consent, is almost invariably advertised for sale. The mortgagor thus always knows when and from whom to claim any balance of the purchase-money. This bears no practical resemblance to a system which would enable a mortgagee of an estate worth £10,000 and mortgaged for £1,000, to effect, as absolute owner, either a real or colourable sale of the property, without the mortgagor knowing anything about it, perhaps, till long afterwards, when the purchase-money is removed out of his reach. So, with regard to trustees, I doubt whether an instance ever occurs of a trustee selling real estate in order to avail himself of the proceeds of it, though it occurs very frequently with regard to stock on the system which it is proposed to *substitute* for the present. At all events, the interest of the parties equitably entitled is disclosed; they may be referred to, if necessary; and, in fact, their concurrence in the conveyance is generally asked for and given, unless infancy, absence, or some other reasonable cause affords a reason for this not being done. Besides, it must be remembered that trustees are always *selected* persons, and generally there are two or more of them; whilst the absolute apparent owner, when not a trustee, may be anybody; and even when a trustee, is to be placed, it seems, singly upon the register, thus making invariable that very condition which now very frequently makes equitable interests unsaleable, and unavailable for the purposes of a security, when it accidentally occurs.

I can only notice one other objection to the change. It is suggested that all partial interests must become merely equitable interests. If it were so, it would indirectly involve a violent and almost total change of the judicature to which legal interests in real estate are now subjected; a change that would be attended with the most serious inconveniences, and with this amongst them, that it would probably be a quarter of a century before the law of real property became again settled, if that should *ever* be the case, when it seems to be an axiom of legislation that the law shall never be allowed to remain on any point the same, except for the shortest period possible; and when a vice-chancellor may, any day during the session of Parliament, appeal to the bar for information, whether all the laws of England have been altered since the preceding day.

Of course, I am well aware that a vulgar clamour exists against the present system of conveyancing, as against the law of real property itself—especially by a class of persons whose knowledge of both informs them that entails are created not by the act of parties, but by law; and gives them equal understanding of the law on other points—but any sound objection to them I have never seen stated, whilst the admirable efficiency, and especially (the most important one) the security of the system, it would be futile to deny. I believe it to be nothing but a senseless rage, a mania for innovation, or a cupidity which will allow nothing to remain to another which it can appropriate to itself, that demands the change; unless perchance it should be a discreditable desire to raise a little political capital—in which attempt more may be lost than gained—by acting upon a vulgar prejudice. As a system of jurisprudence, I believe that nothing in the civil law has equalled, or, in any other law, approached our code of laws relating to property. It was also a thoroughly coherent system, until tampered with by hands not qualified to deal with it, and for the most part is so still. The form of conveyance also has been a thoroughly scientific one, and none likely to be substituted for it will bear comparison with it in this respect. A little antique gravity of language is no objection to it; a change in this respect would be no more advantageous than to the bible or the prayer-book; and the grammatical and logical strictness and fulness of expression which are ignorantly called tautology, would be very ill replaced by popular language that would leave things much more open to evasion or dispute. Who attempts to drive a coach-and-six through a well drawn conveyance? Are our acts of parliament equally well drawn? I can discern no "feudalism" in the forms of conveyance, though I studied law when well educated lawyers were accustomed to go more deeply to its foundations than it is usual to do now. If there be feudalism, it is in the *law* of real property, not in the conveyance; and this, I have no doubt, is one object of indirect attack. But are monarchy, aristocracy, the ownership as distinct from the occupation of land, and all other things that can be traced up to feudal times, to be rejected on that account? Is everything necessarily evil that has existed previously to the nineteenth century? Is the very existence of a thing a reason for abolishing it? Have all the changes already made been productive of unmixed good, or even of good upon the whole? Is it a fitting thing that there should be no stability in law, and that every fanciful member of Parliament, and every aggressive class, should be permitted to deal with existing systems of jurisprudence as if they were mere rubbish, which, for the indul-

gence of their own whims, they may order to be removed and cast away?

It has been suggested that the contemplated change is promoted by some London solicitors with the view of advancing their own interests at the expense of their brethren in the country. I am unwilling to contemplate the invidious distinction, and think it incredible that such a suicidal measure should be promoted with that view. A central registration I believe utterly impracticable; and if a Legislature which has established local courts could cover itself with ridicule by attempting to establish a central transfer of local property, it cannot be doubted that the country at large would oppose a resistance to a measure involving such monstrous injustice and such intolerable inconvenience, which it would be impossible to withstand. But supposing that instead of being directed to the extermination, as far as possible, of the profession at large, the measure were so arranged as only to destroy the country practitioners for the benefit of the comparatively small body of practitioners in London, the result to the latter would be the worst that could be conceived. A large proportion of the country practitioners, either from expedience or necessity, would migrate to London, or open offices there, and travel backwards and forwards, as architects, engineers, and other professional men now do; thus not only neutralising the expected benefit, but competing with the London practitioners for the London practice, and taking into their own hands their own agency business and that of their connections in the country. It is the whole profession that is threatened with the destruction of its legitimate interests, though not in equal measure; and the interests of the whole profession require that a change so injurious and so impolitic should be most resolutely withstood. In doing so it would be sustained by the sense of the more intelligent and upright portion of the public itself. "Live and let live," is the just and generous maxim which yet prevails with a large portion of the public, though Governments and Legislatures, and certain other aggressive classes, may be disposed to reject it as feudal, or obsolete, or otherwise unworthy of the middle of the nineteenth century. My name, of course, I communicate to you; but as the force of my reason does not depend upon it, I think it unnecessary to obtrude it upon your readers.

I am, Sir, yours respectfully,

Z.

Review.

The Common Law Procedure Acts of 1852 *&* 1854, *&c., &c.* By THOMAS HUGH MARKHAM, Esq., M.A., Barrister-at-law. Wildy & Sons.

THE course of legal literature in reference to the recent changes in common law practice, has been rather amusing to a bystander. No sooner had the first clouds, ominous to chicane and the pleader's art, which rolled over the horizon of the common law in the early part of 1852, burst in the form of the Procedure Act of that year, than many a Coke took heart of grace and commenced his commentary on a new Littleton. His practice—each aspirant felt—could not be injured; and if his chance of future fees were in some measure diminished, why, at all events, behold a golden opportunity to establish his claims as a jurist, if not yet as an advocate! At all events it was incumbent on him forthwith to study the act and the report of the commissioners on which it was founded. He could not afford to wait, as many of his be-briefed brethren did, to study each point as it arose and enlivened his well-laden table. He must try to understand the statute for his own edification; and what better or more recognised way of so doing than by writing an edition thereof with notes for the use of the public? It really was a tempting field for speculation—that act with its 236 sections, and its brace of schedules:—so many ingenious speculations to be raised on each of them by the ambitious!—so many useful remarks to be left (and safely left) unsaid by the cautious or the dull!—such stores of blue-book and text-book learning to be filched by the unscrupulous! Accordingly, Messrs. Holland, Lawrence, Kerr, Francis, Pearson, and many more, mended their pens and set to work. Mr. Holland annotated because he had been secretary to the commission; Mr. Lawrence, we suppose, because he had not; Mr. Kerr wrote that he might become known; and Mr. Pearson (he has since died, and the profession has lost a worthy man and a sound lawyer) bestowed upon us the fruit of his large experience. These various editions were born and died, after success proportionate to their respective merits. Time rolled on, and lo! another cloud arose, almost as lowering as its predecessor—viz., the Common Law Procedure Act 1854; and by this time—to say nothing of several judicial decisions on different points—there were the General Rules (practice and pleading) of Hilary Term, 1853—the giant offspring of their Titanic parent of the preceding year. These all required to be dealt with, and then followed the Rules of 1854, founded on the Procedure Act of that year. All these successive inroads on the existing practices fairly routed the general forces of the annotating army. A few, we believe, still stood to their colours. Mr. Kerr expounded the later Statutes and Rules, though with less success, in our humble judgment, than in his earlier efforts. Mr. Pearson, too, married the two Procedure Acts, and produced a handy volume enough, which is still in request; but the larger number had had enough of it. Besides, by this time, heavier guns had been brought to bear, and the whole fortress of "Common Law Practice" was about to be attacked; whereas the assailants to whom we have alluded had been content to let fly at some salient points thereof which had been brought into prominence by the Acts themselves. In a word, Captain Archbold-by-Chitty-by-Prentice, and Captain Lush-by-Stephen, took the field, and two ponderous works saw the light, of which it is our intention and our wish to speak with the most sincere respect. Both of them (as was necessary to the plan of their conception) set forth and attempted to explain, not the Procedure Acts and Rules by the practice theretofore existing, but the existing practice itself;—the acts and rules affecting a small part only, in comparison, of their contents. And to the full and proper elaboration of this design it is evident that the productions of Messrs. Holland & Co. were preliminary; and, we doubt not, of considerable use. Since the publication, however, of the two important treatises just referred to, we believe that, with the exception of the work placed at the head of this notice, none of the annotating character, in reference to this branch of the law, have been published; and, we apprehend, for the simple reason that none were required. In this opinion, however, Hugh Markham, Esq., M.A., did not, for one, coincide, and he has accordingly given to the profession a book which (we quote from his title-page) contains "an abstract of every case decided on the construction of the Common Law Procedure Acts, 1852 and 1854," up to October, 1856; "copious information on the New Practice of the Courts of Common Law at Westminster, and new precedents and forms adapted to the various enactments of the Acts; together with the 'Regulæ Generales' of 1853 and 1854; the new Pleading Rules"—[we would suggest that these last form part of the 'Regulæ Generales' first mentioned]—"the Directions to the Masters of the Courts; the Scales of Costs on Taxation; the List of Fees under the Statute of the 15 & 16 Vict. c. 73; Table of Cases and full Index; forming a complete and concise book of practice." Well! we felt a little out of breath when we came to the end of this bill of fare, and a little surprised at the moderate dimensions of the book itself—96 pages to wit, with an additional 137 pages, or thereabouts, made up with the schedules and forms which have been already appended, more or less fully, to most of the works we have alluded to (as well as to many others); and which, indeed, are to be had from any law stationer. Moreover, of these 96 pages, we imagine about 50 or 60 (for we do not profess to have entered into any abstruse calculation on the point) consist of the text of the two Procedure Acts themselves. Now, we do not state it as a grievance that Mr. Markham has favoured us with so little original matter from his pen—far from it—but we confess the title-page and the dedication to Mr. Justice Willes (which last is really amusing in its way, but too long to reprint here) had prepared us for something quite of a different nature.

We have not left ourselves any great space to examine the quality of the small residuary meal extractible by the hungry student or practitioner: and, indeed, the object of this notice has been to enter a good-humoured protest against a far too common class of books to which this belongs—of great promise but small performance; and wherein there is great expenditure of type, but little of patient thought, or from the resources of profound knowledge—rather than to expose individual deficiencies. And yet the original matter, such as it is, will scarcely satisfy the *assisa panis* established for those who would cater to the legal appetite; and it would be ill-timed leniency not to justify this judgment by a few examples. We take, therefore, a section or two at random. First, then, in a note to s. 51 of the Common Law Procedure Act, 1854, we find, that "the Editor heard the Lord Chief Justice (Jervis) of the Common Pleas a few weeks since, while the case of *Chester* v. *Wortley* was being argued before him, say, the proper way to answer in-

terrogatories is to give a separate and distinct answer to each question; that is to say, a specific answer to a specific question, as for example—Interrogatory the first.—Answer. Interrogatory the second.—I decline to answer." And to help out this judicial example (which, as so reported, is, in truth, not over lucid) the editor employs one of his 96 pages in printing certain interrogatories in an interesting case called *Boldero* v. *Race*, which, so far as we know, has not yet emerged from our Editor's chambers; but in the future proceedings whereof he anticipates an order from Mr. Justice Crowder, bearing date "20th Dec., 1858." Now, it strikes us as a pity that a note of the case *Crooms* v. *Morrison*, 5 Ell. & Bl. 984 (reported *nomine Crews* v. *Morrison*, 4 W. R. Q. B. 282), was not here substituted, for it gives information as to the affidavit which is required in an application for interrogatories *before declaration*; as well as that of *James* v. *Barns*, 17 C. B. 596, which determines a similar point in reference to interrogatories applied for *after plea*. And we are concerned to find no note of *Tetley* v. *Easton*, 16 C. B. 643 and 25 L. J. 293. So also at sect. 173 of the Common Law Procedure Act, 1852, we were somewhat scandalised—notwithstanding the deprecatory assertion there made by the Editor that "it was not the province of the work to explain what defence a landlord might and may set up"—to find no allusion to *Clarke* v. *Arden*, 16 C. B. 227. Again at sect. 210 of the same act our best spectacles have failed to discover *Romily* v. *Fycroft*, 4 W. R. Exch. 26. And, not to pursue the task, at 17 & 18 Vict. c. 125, s. 15, *Tyerman* v. *Smith*, 25 L. J. Q. B. 359, must be returned *non est inventus*; while, on the other hand, we are informed, on the authority of *Lock* v. *Vulliamy* (a case more than 20 years old), that "no precise form of words is requisite to constitute an award:" which is all Mr. Markham has to say to the section in question; though as our readers are probably aware, it regulates the important subject of the time during which awards are to be made. By the way, this reminds us of another complaint we have to make, on parting with our annotator; and this is, that every now and then—in default of points judicially decided on the Procedure Acts—he has inserted (apparently pretty much, at hazard, from the text books) notices of cases long ago decided, in reference to the part of practice to which the section he is dealing with has more or less affinity. Such surplusage is worse than useless in a book such as that before us is intended to be, the plan of which is not devoid of merit; and Mr. Markham, if he would efficiently carry it out, might add, from time to time, a convenient manual to our libraries.

Questions at the Examination.

HILARY TERM, 1857.

I. PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?
2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.
3. Mention some of the principal law books which you have read and studied.
4. Have you attended any, and what, law lectures?

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

5. State some of the principal causes of action at common law.
6. What is the first step to be taken in such actions?
7. Is it necessary to give notice of any action? if so, state the nature of such action.
8. Explain the nature of an action of trover.
9. What is an action of ejectment?
10. Is there any recent alteration in the form of such action? If so, state it.
11. Suppose a party has money or goods in his possession belonging to A., and he is called upon to retain them to answer a claim of B. and C., has he any, and what, means of obtaining relief?
12. State the mode of proceeding in such a case.
13. Is there any recent alteration in the mode of defending actions on bills of exchange?
14. What is the usual mode of submitting a question to arbitration?
15. If a party be dissatisfied with an award, what steps are necessary to set it aside?
16. What are the usual modes of enforcing an award?
17. If some issues be found on a trial for the plaintiff, and others for the defendant, how does it affect the costs, and which party has the costs of the cause?
18. Is a plaintiff entitled to costs in cases where the amount recovered is under £20, as a matter of course?
19. When a defendant pays money into court generally, and the plaintiff takes it out and proceeds for a further sum, and fails, how are the costs taxed?

III. CONVEYANCING.

20. Define a chose in action, and state what a husband's interest is in his wife's chose in action?
21. Describe the modes of effecting exchanges of real estate, where parties are under disability.
22. State the principal provisions of the Statute of Mortmain.
23. State the usual heads of a marriage settlement of real estate.
24. What is the effect of a conveyance by a tenant in tail in remainder during, the life, and without the concurrence, of a tenant for life in possession?
25. Do estates in joint tenancy, tenancy in common, and coparcenary differ in any, and what, essential particulars?
26. State the principal alterations in the law made by the Wills Act, 7 W. 4, and 1 Vic. c. 26.
27. What attestation of a will is required? is any particular form necessary, and what is the usual form?
28. Ought a purchaser of an estate to ascertain the terms of the tenancy of the occupier of the estate, and why?
29. When a father has power to appoint among *all* his children, must he appoint something to each, or may he exclude any?
30. When does a bankrupt's real estate vest in his assignees?
31. What is the effect of bankruptcy on a general power to appoint real estate?
32. If a trustee of a term die leaving an executor, who dies and leaves an executor,—who is the representative of the trustee, and who, if the executor die intestate?
33. What deeds require enrolment?
34. What deeds require registration, and where, and what must the memorial contain?

IV. EQUITY AND PRACTICE OF THE COURTS.

35. State the several proceedings in a suit on the part of the plaintiff and defendant preliminary to a motion for decree.
36. In what circumstances is a bill taken *pro confesso* against the defendant, and what is the effect of that proceeding?
37. Upon the case made against him by bill or claim, the defendant is advised that facts within the knowledge of the plaintiff will assist his defence; what is the course to be adopted in such a case, in what stage of the suit; and can the proceeding in question be adopted where the suit is commenced by claim as well as when it is commenced by bill? and state in what respect does the present practice of the court in such a case differ from the former practice.
38. A client consults you on the means of putting an immediate stop to the felling of ornamental timber on his estate by his tenant under a colour of right;—state the proceedings, step by step, which should be taken by you for the purpose of obtaining an injunction *exparte*, how soon it can be obtained, either whilst the Court is sitting or during the Long Vacation, and the course of proceeding after motion made and granted.
39. If the defendant in the case supposed in the previous question, is aware that an injunction is about to be applied for *exparte*, and is advised that it would not be granted if the motion were opposed, what course should his solicitor adopt?
40. A. contracts with B. for the sale of an estate, and C. ontracts with D. for the sale of Government Stock, B. and D. acre desirous to enforce the completion of the contract made with each. State the remedy which is open to each.
41. If two persons jointly purchase an estate, paying unequal proportions of the purchase-money, and take the conveyance in their joint names, and one dies, what will be the interest of the survivor in the estate?
42. State generally the cases in which a wife's equity to a settlement or maintenance out of her own property arises and is enforced by the Court.
43. Must such a settlement be made in every case, or how may the right to it be waived?
44. A. purchases and pays for a freehold estate, which is conveyed by the vendor to B. C. purchases and pays for Government Stock, which is transferred into the name of D. Is there a resulting trust in both or either of these cases in favour of A. or C. upon simple proof of the payment of the purchase-money by him?
45. State what contracts and conditions in restraint of trade

are void, and in what cases such contracts and conditions may be enforced.

46. A mortgagee has called in the mortgage money, which the mortgagor is unable to pay, but a third party is willing to advance it upon a transfer of the mortgage. Is the mortgagee bound to transfer the mortgage, and what course must be pursued if he refuses?

47. A freehold estate stands limited to A. for life, remainder to his son B. (an infant) for life, remainder to the first and other sons of B. in tail, and the settlement contains no power of sale. Can the estate be sold, and what proceedings are necessary for the purpose?

48. A. devises his real estate to B., and his personal estate to C.; the real estate is subject to a mortgage debt, and either estate is sufficient for the payment of it. As between B. and C., which is liable to the debt, and state any special circumstances which may govern your answer?

49. State the object of the act 10 & 11 Vict. c. 96, for better securing "Trust Funds and for the Relief of Trustees," and the course of proceeding under it on the part as well of trustees as of parties claiming the trust funds.

V. BANKRUPTCY AND PRACTICE OF THE COURTS.

50. To what tribunal does the general jurisdiction in bankruptcy, formerly exercised by the Lord Chancellor, now belong?

51. In what mode are all matters for the determination of the Court of Appeal to be brought under the consideration of the court?

52. To what higher tribunal is there any further appeal, and under what circumstances?

53. State generally the proceedings necessary to be taken, and by whom, in order to obtain an adjudication in bankruptcy.

54. If an adjudication be improperly obtained against a trader, what course must he pursue in order to set aside the same, and what is the consequence of his not doing so?

55. In actions by or against assignees of bankrupts, are there any, and what, steps to be taken to enable the opposing parties to dispute the validity of the adjudication?

56. What are the consequences of the taking, or omitting to take, such steps?

57. A creditor, having brought his action at law, afterwards takes out an adjudication against his debtor, can he proceed with such action?

58. What is the lowest amount of debt which must be owing to a creditor to enable him to obtain an adjudication?

59. Can a creditor, having a security for his debt, by way of mortgage, be a petitioning creditor?

60. Can joint creditors prove on the separate estate, or separate creditors on the joint estate? If so, to what extent can they interfere in the proceedings of the bankruptcy?

61. If the drawer or indorser of a bill become bankrupt before it falls due, and the bill, when due, is dishonoured by the acceptor, to whom should notice of the dishonour be given?

62. Are there any, and what, circumstances which will excuse a want of notice of the dishonour of a bill or note to which the bankrupt is a party?

63. In what case is the future property of a certificated bankrupt applicable for the creditors under that adjudication?

64. Can an uncertificated bankrupt acquire property? and, if so, can he retain it against any, and what, persons?

VI. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

65. What is the rule of law as to the liability of infants for criminal offences? Up to what age are they considered absolutely incapable of committing such offences, and what is the principle to be applied where they are above that age?

66. How are depositions of witnesses required to be taken and signed on charges of indictable offences before magistrates, and under what circumstances, and with what limitations, may such depositions be given in evidence against the accused upon his trial?

67. Under what circumstances is a confession by a prisoner not receivable in evidence against him? If stolen property be found in a place indicated in an inadmissible confession, may the fact of its being so found be given in evidence?

68. Describe shortly the nature of the offences of larceny, embezzlement, and obtaining money or goods by false pretences, and state the principal facts required to be proved in each case.

69. Can a person be found guilty of obtaining money by false pretences where he obtains it by means of a false and fraudulent representation made in the course of a contract of sale and purchase, with reference to the subject of the contract?

70. Is the evidence of an accomplice sufficient in point of *law* to support a conviction, if uncorroborated? What is the correct *practice* as to requiring corroboration in such a case?

71. Where a person is found in possession of stolen property very shortly after the time when it was stolen, what inference are the jury warranted in drawing as to his guilt, and how may it be rebutted?

72. In an indictment for larceny how many distinct acts of stealing may be charged against the prisoner, and under what limitations as to time and ownership of the property may they be so charged?

73. If it is doubtful upon the evidence in your possession whether a person is guilty of stealing property, or of receiving it knowing it to have been stolen by another, how should you proceed so as to ensure the best chance of a conviction?

74. What are the nature and essential ingredients of the offence of forgery at common law? Need an intent to defraud a particular person be stated in the indictment, or proved?

75. What is the difference between direct and circumstantial evidence?

76. What are the several modes in which a libel upon a private individual may be proceeded for criminally, and under what circumstances may either of such modes be adopted? What special matters may now be proved as a defence in such a proceeding? Can verbal slander be prosecuted criminally?

77. If a public highway is obstructed or out of repair, in what mode may redress be sought? Will a civil action ever lie for such an obstruction? What parties are liable to be proceeded against for the non-repair of a highway, and of a county bridge?

78. Under what circumstances may a poor person who is chargeable to a parish be irremovable therefrom? Upon what fund is the cost of maintaining such irremovable poor cast? Does such irremovability confer a settlement?

79. What is the nature of the occupation of real property which is necessary to render the occupier rateable for the relief of the poor; and upon what principle is rateable value estimated?

Law Amendment Society.

FOURTEENTH SESSION.—SIXTH GENERAL MEETING.

JANUARY 19TH, 1857.

The following gentlemen were ballotted for and elected:—Frederick Clark, Esq., W. F. W. Bird, Esq.

Mr. HASTINGS stated that the council had, on the application of Mr. Edwin Field, determined to appoint a special committee to consider whether any and what fixed rate of professional remuneration ought to be laid down. The committee to consist of Mr. G. B. Allen, Mr. Buxton, Mr. Cookson, Mr. Edgar, Mr. Field, Mr. W. Hawes, Mr. A. Pellatt, M.P., Mr. Phillips, M.P., Mr. Pitt Taylor, with power to add to their number.

Mr. PITT TAYLOR then read a report from the special committee appointed to consider the three Ecclesiastical Courts' Bills of the last session of Parliament.

It stated that Sir R. Bethell, as representing the Government; Sir F. Kelly, as representing the Opposition; and Mr. Collier, as representing the Independent members of Parliament, had all arrived at the conclusion, that no effectual scheme of law reform, as applicable to wills and intestacies, could be carried out except by depriving the Ecclesiastical Courts of all jurisdiction in matters testamentary, by ignoring the doctrine of *bona notabilia*, and by breaking down the monopoly of the doctors and proctors. The committee approved of these cardinal amendments of the law. They advanced no arguments in support of them, because no attempt had been made to question their policy, and they considered it idle to parade proofs where judgment had virtually been allowed to go by default.

But the first point on which the promoters of the several bills of last session differed was as to the nature and functions of the tribunal or tribunals to be henceforth intrusted with testamentary jurisdiction. They all agreed that any court on which testamentary jurisdiction was to be conferred should deal with wills of real as well as of personal estate. They all, too, recommended, though they differed in the details, that in certain cases probates and letters of administration should be granted by local tribunals. Moreover, the Attorney-General and Sir Fitzroy Kelly thought that the court of probate should construe the terms of all wills, adjudicate upon the rights of legatees, and administer the estates of deceased persons. On other matters, far less unanimity prevailed. Th Attorney-General seemed

anxious that a new Queen's court should be established, which should virtually be an additional department of the Court of Chancery, and that a single judge should preside in this court, who would differ in little but the name from a vice-chancellor, who would deal with facts as well as law without the intervention of a jury, and who would rely either on affidavits or on testimony reduced to writing behind his back by the examiner. Sir F. Kelly, while recommending the establishment of a new court, and the appointment of a single judge, proposed that this court should be a court of common law, examining witnesses *viva voce*, calling in the aid of juries when necessary, and adopting pleadings and procedure which should vie in simplicity with the forms used in the county courts. Mr. Collier contended that no new court should be established, but that the testamentary jurisdiction should be transferred, according to the amount of the property to be dealt with, either to the courts of common law or to the county courts.

The committee were not satisfied with any of these schemes. They thought Sir Richard Bethell, in introducing into his court the system of procedure which prevails in courts of equity, had committed a fatal error. No doubt, that system had been improved by recent legislation; but still many of the rules of practice in Chancery, and especially those which related to pleadings and evidence, were highly defective, and the mode of examining witnesses was nearly as faulty as any that could be devised. These objections were sufficiently weighty to foster and to justify the continuing unpopularity of the Court of Chancery, and they furnished an unanswerable argument against any scheme for extending its jurisdiction. They had, too, peculiar force when applied to testamentary causes, which generally turn on questions of sanity, undue influence, or fraud, and require, beyond all other suits, to be dealt with by judges and jurors who have ample opportunity of watching the demeanour of witnesses. The committee objected to so much of Mr. Collier's plan as related to the courts of common law. They thought it very undesirable to impose on the fifteen judges the duty of mastering a branch of the law with some portions of which they were almost necessarily unfamiliar. They referred to that large and troublesome class of suits which turn on the doctrines applicable to the different grants of limited administration and the like. These doctrines are not very abstruse, and able lawyers might, if necessary, soon make themselves acquainted with their details; but the judges, who have passed the meridian of life, would probably not regard with much favour any scheme which would necessitate a departure from the beaten track of their ordinary duties, and convert them from administrators of the law into hearers of the law. Mr. Collier's plan was exposed to two other objections. First, the Chancery Commissioners of 1854 had pointed out that "uniformity of practice is of essential importance in regard to the probate of wills;" and this uniformity would not be promoted by the transfer of the business to three independent courts of concurrent jurisdiction. Next, the committee foresaw great difficulty in framing any machinery for duly controlling the registrars employed in conducting the common form business, when once they were subjected to the interference of three separate tribunals. "No man can serve two masters," and the committee would not recommend that the registrars of wills should be called upon to serve three.

Sir F. KELLY, in proposing the establishment of a separate court, had an obvious advantage over Mr. Collier, and, by insisting that his court should be a court of common law, he placed in strong relief the principal defect of the Attorney-General's measure. Thus far, then, his scheme was excellent; but it was open to certain objections. First, his court was to consist of a single judge, who should enjoy the rank and receive the salary of a puisne judge. This arrangement was faulty. It was objectionable to increase the number of our common law judges. It was not always an easy matter to find fifteen men of sufficient professional eminence to discharge the functions of a judge in a really creditable manner, and it would be inexpedient to aggravate this difficulty unless a case of necessity were made out. But Sir Fitzroy had not established any such case. A strong impression, too, prevailed in the country that the common law judges had not sufficient employment to occupy their time, and a commission had been appointed to report on the expediency of diminishing their numbers. In the face of these facts the House of Commons would not be very willing to sanction the appointment of a sixteenth judge. Such a course was quite unnecessary. Instead of appointing a new judge for the court of probate, three of the existing puisne judges should constitute that court—one to be selected from the Court of Queen's Bench, another from the Court of Common Pleas, and the third from the Court of Exchequer. These judges would still continue to be members of their original courts, and when not sitting as a court of probate would transact business as ordinary common law judges. They would be appointed without additional salary, and when engaged in the court of probate the remaining judges would make arrangements for dispensing with their attendance in their respective courts. This plan presented several advantages. 1. It would save the salaries of a judge, secretary, usher, and trainbearer, which could not be less than £5,600 a-year; and this matter deserved attention, as the measure must cost the country dear in the shape of compensations. 2. The substitution of three judges for one would add to the authority of the court, and would assimilate its proceedings to those of the other courts of common law. It would also remove an anomaly; for, as all issues of fact in country causes arising out of disputed will were to be sent for trial to the assizes, if the court of probate were to consist of one judge alone, he would, on every application for a new trial, be required to review the conduct of other judges of co-ordinate or superior authority. 3. The plan would impose on the common law judges some additional labour, and thus tend to remove all cause for public dissatisfaction, on the ground of the judicial staff being disproportionately large. No alarm need be felt, lest by this arrangement the energies of the judges should be overtaxed; for, as a large portion of judicial business is, during term, transacted *in banco*, the principal effect of employing one judge of each court in the disposal of testamentary causes, would be to introduce the practice of three judges sitting together, instead of four—a practice which, although it would increase the responsibility, could add little to the labours of each judge, and would not impair the efficiency of the court. 4. The plan proposed would neutralise an objection that has been urged in high quarters to the establishment of a new court of probate. The Lord Chancellor, in 1854, stated, on the authority of the Chancery Commissioners, that the Ecclesiastical Courts were not occupied more than sixty days annually in contentious business relating to wills; and he then asked with much force, "how it could possibly be advisable to create a new tribunal which would have no employment whatever during ten months in the year." Now, by "creating a new tribunal," Lord Cranworth evidently meant "appointing a new judge," and in this light his reasoning was unanswerable; but if the court were to consist, not of a new judge exclusively occupied in testamentary matters, but of three judges draughted from other courts, who, when the court of probate had no business to transact, would be employed in their ordinary avocations, the whole argument crumbles to pieces. A fifth cogent reason for preferring the plan advocated by the committee to that of Sir Fitzroy Kelly was to be found in the same debate to which allusion had just been made. "In my opinion," said Lord Cranworth, "a minute division of labour in the higher departments of jurisprudence is highly inexpedient. I do not believe that a man who never considers any other subject will be as competent to determine a question of insanity, or of undue influence, as one who is in the habit of dealing with such subjects in common with other questions to which his judicial capacity is applied; and so far from considering it to be an advantage that only a single class of cases should be submitted to each judge, I regard it in the light of a serious disadvantage."

The plan of appointing some of the existing judges to sit as a separate tribunal, and to deal with a particular class of cases, was not a new idea. It had long formed a fundamental part of the Scottish system of judicature, and it had been successfully adopted in England under the provisions of the statute 3 & 4 Will. 4, cap. 41, in selecting the members of the Judicial Committee of the Privy Council. Nay, the same principle was recognised to some extent in our three superior courts of common law; for, although in most legal matters the fifteen judges exercise concurrent powers, and perform similar functions, yet certain exclusive jurisdiction is vested in the Court of Queen's Bench with respect to crimes and parochial law, in the Court of Common Pleas with respect to the law of Parliamentary elections, and in the Court of Exchequer with respect to revenue causes.

The plan proposed would probably not be opposed by the judges, as it would affect only three of them; and if some slight honorary distinction, in the shape of precedence or the like, were conferred on the members of the court of probate, the ablest of the puisne judges would gladly consent to qualify themselves for the office.

The second objection urged by the committee to Sir Fitzroy Kelly's scheme has reference to the proposal, which he made in common with Sir Richard Bethell, that the new court of pro-

bate should also be a court of construction and a court of administration. Nearly one-half of the business transacted by the equity judges has relation to testamentary causes. Either the terms of a will have to be construed, or the rights of a legatee have to be defined, or the estate of a testator has to be administered. All these suits are, of course, conducted in accordance with the forms of equity procedure. Sir Fitzroy does not intend to deprive the Court of Chancery of any portion of this jurisdiction, but he wishes to confer on his court—which is to be a common law court, employing common law procedure—a similar jurisdiction. Thus, there would be two independent tribunals of co-ordinate power, so far as the construction of wills and the administration of the effects of deceased persons were concerned, and each would deal with the matters before it in a mode essentially different from that which was adopted by the other. No arrangement could be more unsatisfactory. The new court would do its work either better or worse than the Court of Chancery, or there would be no perceptible difference between the two. If the work were done worse, the public would sustain a positive loss by the change; if the work were done equally well, the only effect would be that five highly salaried functionaries would despatch business which four can now despatch with ease; and if the work were done better, the court of probate would be thronged, and the Court of Chancery deserted, and the whole of our judicial machinery, so far as the courts of equity are concerned, would be thrown out of gear.

This objection did not extend to Sir R. Bethell's scheme, for, as in his court suits would be carried on through the medium of the usual forms of proceedings in equity, there would be no inconsistency in imposing on the judge of that court several of the duties which now devolve on the ordinary vice-chancellors. The scheme, however, had other weak points, in common with that which Sir F. Kelly advocated. Thus, both were open to the objection that, as the present staff of equity judges was amply sufficient to keep down all arrears in their courts, and as they now disposed of all questions of construction and suits for administration, it would be impossible to clothe another court with jurisdiction over these matters without diminishing the business, and thus impairing the efficiency of the existing tribunals. Moreover, the committee doubted the expediency of conferring on any one superior court the separate powers of granting probates, construing wills, and administering estates, on the ground that the union of these separate functions in one court would afford a dangerous facility for needless litigation. The advice given by lawyers to their clients is not always disinterested, and it is notorious that much less persuasion is required to induce a man who is already involved in law to take ulterior steps in the cause than to commence legal proceedings *de novo*. If the court of probate were made a court of construction, so that an attorney might suggest to an executor that it would be prudent, on obtaining probate, to take the opinion of the court on some doubtful expression in the will, many frivolous questions respecting alleged obscurities would, for the mere sake of costs, be submitted to judicial decision, which, under other circumstances, would never have been seriously raised.

Sir F. Kelly's scheme was radically defective in another point. In common with the Attorney-General and Mr. Collier, he recognises the necessity of conferring on certain district offices or courts a limited testamentary jurisdiction. But in selecting the districts he had committed a twofold error. First, he had proposed the establishment of only thirty-two offices—a number absurdly insufficient, as the country contained fifty-two counties, and was divided into sixty county court districts; and, next, he had been induced, apparently through the influence of the local proctors and registrars, to adopt substantially the present diocesan districts, and thus to fix his offices in most inconvenient localities. For instance, no office was vouchsafed to Liverpool, the second city in the kingdom; but every probate required by any one of her 255,000 inhabitants must be obtained either at Chester or in London. Again, the West Riding of Yorkshire, containing a population not far short of a million and a-half, had no court of probate nearer than York; and the whole of the county of Derby was left dependent on the town of Nottingham. The people of Plymouth must travel more than sixty miles to Exeter; the men of Birmingham and Wolverhampton must go to Lichfield; and the inland town of Winchester must furnish probates and letters of administration for the 150,000 persons who resided in Southampton, Portsmouth, and the Isle of Wight. Mr. Collier had originated a far wiser plan, which was, that the only tribunals to be intrusted with local testamentary jurisdiction should be the county courts. New local courts should not be created to administer so small a subdivision of the law as that which relates to wills and intestacies. The more courts are multiplied the less chance there is of securing anything like uniformity in decisions or procedure. The creation, too, of a court is always an expensive affair, as it entails, not only the appointment of a judge and a competent staff of officers, but the purchase or renting of a court-house, with an appropriate registry. Moreover, when two functionaries in separate offices are partially engaged in transacting business which might be disposed of by one of them in a single office, each is unlikely to attain that efficiency which is the result of experience and practice. The work, in short, will be less well done, and the cost of doing it will be far heavier.

On every ground it was desirable to intrust the county courts with whatever testamentary business it might be thought desirable to have transacted in the country. The courts themselves were most conveniently situated for the despatch of local business. All the larger ones had good offices; and, what was of great importance when wills had to be registered, they possessed fire-proof rooms for the protection of their records. The registrars had been selected in consequence of their known intelligence and integrity; and where the business of the courts was at all extensive, they must be competent to perform the additional duties which would devolve upon them by the plan proposed. No doubt, a little study and attention would be necessary at first, and some slight awkwardness might be felt at starting; but a very few weeks would render the officers familiar with the routine, and, practically speaking, the system would work without any difficulty.

The committee next proposed that the registrars of the county courts should act as district officers of the metropolitan court, with respect to all "common form" or non-contentious business, where the estate of the deceased amounted to £300. They should entertain applications for probates or administrations, give directions respecting the production of documents and proofs, and the preparation of affidavits, see that these directions were complied with, and transmit the papers to the court in London, in order that they might be finally examined by one of the principal registrars. The actual probate or administration should be granted by the metropolitan court, and the documents, when duly completed, should be returned to the local registrar, to be by him delivered to the proper parties. This arrangement would be productive of much benefit to the public, for it would enable executors and administrators to transact their business without the aid of an attorney, and would obviate the necessity of employing a London agent.

The duties of the county court registrars ought to be restricted in the manner stated above—partly because this course would best insure uniformity of practice; partly because errors would be more likely to be discovered when documents were subject to a twofold examination; and partly because the seal of the metropolitan court would be far better known than that of any county court, and consequently any attempt to utter a forged probate would be more easily detected.

Next, when the property of a deceased person is sworn under £300, the county court of the district in which he dwelt at the time of his death should be authorised to grant probate or administration, whether in a contentious or a non-contentious suit, and in all these cases the registrar should transact the common form business, subject to the control of the judge in cases of difficulty.

From a return published by the Chancery Commissioners in 1854 it appears that, exclusive of the Prerogative Court of Canterbury and the courts of the Archbishop of York, the annual grants of probates and administrations, where the property was sworn under £300, amounted on an average of the three years—1850, 1851, and 1852—to 8,947: a number sufficiently large to illustrate the value of any measure which would facilitate, simplify, and cheapen the proceedings required for obtaining these grants; yet a number sufficiently small, when read in connection with the annual returns of deaths, to prove how extensively the annoyance, trouble, and expense consequent on the present testamentary system operate in deterring the personal representatives of deceased persons from perfecting their titles according to law.

The committee further recommended that in cases under £300 the county courts should exercise all powers now vested in the Court of Chancery with reference to the interpretation of wills and the determination of the rights of parties under them, and also with reference to the administration of the estates of deceased persons. The metropolitan court of probate should not be either a court of construction or a court of administration, because, under the existing law, the Court of Chancery inter-

preted wills and administered estates in a tolerably satisfactory manner; but the county courts should be clothed with these powers with respect to properties sworn under £300, because, under the existing law, there was practically no court which could deal with such matters. The Court of Chancery was only open to those who "put money in their purse," and no man of ordinary prudence would seek for the decision of a vice-chancellor, with a possible appeal to the Lords Justices and the House of Lords, on a question involving less than £300. Moreover, such a course would afford no dangerous facility for promoting litigation; for the fees to which professional men are entitled in the county courts were not sufficiently large to tempt them to advise unnecessary proceedings for the sake of costs.

The committee did not recommend that all the 500 courts established in 1840 should exercise the powers of a court of probate. In many of these courts the business transacted was extremely small, and the registrars had scarcely sufficient official experience to justify their employment in matters relating to wills and intestacies. Moreover, the court-houses and offices were inconvenient, and no proper fire-proof registries had been provided for them. It was, therefore, proposed that the experiment should be tried with about one-third of the courts, the Treasury being authorised to add to their numbers, or to vary their localities, in accordance with public convenience. Every court disposing of more than 1,000 plaints annually ought to be intrusted with testamentary jurisdiction, and the last county court returns showed that in 1855, 107 courts were included in this category. Sixty or seventy more courts might be judiciously selected for the experiment, regard being had to their accessibility with respect to neighbouring towns; and the districts of the remaining courts should, for testamentary purposes, be attached to the selected courts in such manner as might be thought most desirable. The county courts judges could on this subject furnish the best information, if the attention of each was directed to the requirements of his own immediate circuit.

The committee declined to express their views on the subject of compensation, which would, no doubt, be dealt with by the House of Commons in a liberal, but not a lavish, spirit. They, however, drew attention to two enactments, with which the public are probably not very familiar, viz.:—The act of 6 & 7 Wm. 4. c. 77, s. 25, and 10 & 11 Vict. c. 98, s. 9; and they pointed out that under these provisions no officer of the Prerogative Court of Canterbury can claim compensation if his appointment dates subsequently to the 22nd of July, 1847; and the claim to compensation is barred with respect to the officers of all other ecclesiastical courts unless they have been appointed prior to the 13th of August, 1836. In these cases, compensation might be granted as a matter of favour, but it could not be demanded as a matter of right.

Mr. TAYLOR then moved that it would be expedient,—

1. That no ecclesiastical, peculiar, or manorial court should exercise any jurisdiction in matters testamentary.
2. That a new metropolitan court of probate and administration should be established.
3. That such court should rank as one of her Majesty's superior courts of record.
4. That in such court barristers as well as advocates, and attorneys as well as proctors, should practice.
5. That the staff of such court should consist of three judges, three registrars, and other interior officers.
6. That her Majesty should appoint by sign-manual, and without additional salary, one puisne judge of each of the three courts of common law to constitute such court.
7. That whenever such court should be sitting, the remaining judges of the common law courts should make arrangements for dispensing with the attendance of its members in their respective courts.
8. That such court should adopt, as far as possible, common law procedure, but without formal pleadings.
9. That issues of fact raised in such a court should be tried by a jury, unless the decision of the judge were preferred.
10. That in every such issue the evidence of the witnesses should be taken *viva voce* in the presence of the jury or judge, except in cases where commissions would be now granted in an ordinary action at law.
11. That all country causes brought in such court should, in the event of any fact being disputed, be transmitted for trial at the assizes.
12. That all town causes brought in such court should, in the event of any fact being disputed, be transmitted for trial at the *Nisi Prius* sittings in London or Middlesex.
13. That where issues of fact shall have been decided under either of the last two resolutions, all applications for new trials should be made to such court.
14. That the registrars of such court should deal with all simple matters relating to common form business, but their acts should be subject to the supervision of the court.
15. That all such matters as now form the subject of motions in the courts of probate should be capable of being heard by a single judge of the new court sitting in open court, but such judge should be empowered to refer any subject brought before him to the full court.
16. That an appeal should lie on all questions of law to the Exchequer Chamber, and to the House of Lords.
17. That such court should, besides exercising the ordinary jurisdiction of a court of probate, be empowered to grant probates of wills relating to real estate.
18. That such court should appoint real representatives.
19. That such court should grant certificates of intestacy with respect to real property.
20. That such court should not be a court of construction or a court of administration, and should not interfere with the existing jurisdiction of the Court of Chancery.
21. That when the property of a deceased person shall be of the value of £300 or upwards, application for probate or administration in common form should be capable of being made to the registrar of a county court.
22. That when any such application shall be made, the county court registrar should furnish the proper information to the applicant, and should examine and take charge of the documents, and should transmit them to the metropolitan court to be finally examined and completed by one of the registrars of that court.
23. That when the property of a deceased person can be sworn under £300, the county court should be empowered to grant probate and administration, whether in common form or in contentious suits.
24. That in all such cases the registrar of the county court should despatch the common form business, subject to the control of the judge in cases of difficulty.
25. That an appeal in matters of law should lie from the county court to the metropolitan court, but the decision of that court should be final.
26. That all parties desirous of obtaining probate or administration should have the option of applying to the metropolitan court, whatever be the amount of the property.
27. That all applications under Res. 21 or 23 should be made at the county court of the district in which the deceased shall have dwelt at the time of his death.
28. That when the deceased shall have had no place of residence within any county court district, the application should be made to the metropolitan court.
29. That about 170 county courts should be intrusted, in the first instance, with testamentary jurisdiction, including about 110 courts in which more than 1,000 plaints were entered during last year, and about sixty additional courts to be selected on account of their convenient locality.
30. That the districts of the remaining 330 courts should, for testamentary purposes, be attached to the above 170 courts in such manner as the Treasury should direct.
31. That the Treasury should be empowered to vary from time to time the number and locality of the county courts intrusted with testamentary jurisdiction.
32. That the Treasury should be empowered to appoint, if necessary, an additional testamentary registrar in each of the ten or twelve county courts where the annual number of plaints exceeds 10,000.
33. That such additional registrar should be selected, if possible, from the present ecclesiastical registrars.
34. That probates and administrations granted by the county courts should extend to all the personal property of the deceased, wherever situate, and should be recognised as of binding authority in all parts of England and Wales.
35. That wills relating to property sworn under £300 should be deposited in the registry of the county court by which probate shall have been granted.
36. That certified copies of all such wills should be deposited in the registry of the metropolitan court.
37. That all other wills should be deposited in the registry of the metropolitan court, and that certified copies thereof should be deposited in the registry of the county court of the district in which the testator shall have dwelt at the time of his death.
38. That all county courts authorised to grant probates should also be courts of construction and administration, and should, when the property is less than £300, exercise all powers now vested in the Court of Chancery with reference to wills, or the rights of parties under them, or the administration of the estates of deceased persons.
39. That in all such cases an appeal on any question of law or equity shall lie from the county court to the Master of the Rolls, or one of the vice-chancellors, but the decision of such superior judge should be final.

It was moved by Mr. COLLIER, M.P., that the report be received and printed, and be taken into consideration on Monday, the 9th of February.

After some discussion the motion was carried, and the meeting adjourned.

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THE MERCANTILE LAW CONFERENCE.

Several fresh announcements of delegates to the conference have been received; the Trade Protection Societies of London and Wolverhampton, and the Law Societies of Liverpool and Manchester being the most important.

Notices have also been given of the following papers in addition to those already mentioned:—

A Paper on the Judgments' Execution Bill. By E. H. Craufurd, Esq., M.P.

Observations on several points of Mercantile Law. By the Liverpool Law Society.

A Digest of Answers to Questions on Mercantile Law, issued to 1000 Members of the Guardian Society of the Midland Counties.

Scotch Scale of Fees for Conveyancing and General Agency.

I.—*Fees for Drawing Papers according to their Length.*

1. ALL DEEDS, OBLIGATIONS, CONTRACTS, INDENTURES, INSTRUMENTS, SIGNATURES OF TUTORY, AND OTHER WRITS NOT CHARGEABLE *ad valorem*, CROWN CHARTERS, CHANCERY PRECEPTS, INVENTORIES OF PAPERS RELATIVE TO SUCH DEEDS AND WRITS, AND TUTORIAL AND CURATORIAL INVENTORIES.

Rate of Charge.—First sheet of 250 words, 10*s.*; each other 6*s.*

Professional Rules.—Where there are two parties to the transaction, the deed is prepared by agent for grantee, and paid for by granter. Submissions prepared by the agent of the party who is *in petitiorio*, and paid equally. Indentures written by agent for master, and paid for by apprentice. Going through and arranging title-deeds to be charged in complex cases according to the time occupied, *inf.* 24, besides the regulation fees of drawing the inventories.

2. MEMORIALS, CASES, INVENTORIES (EXCEPT THOSE SPECIFIED ABOVE), AND OTHER PAPERS NOT CHARGEABLE AS DEEDS.

Charge.—First sheet, 6*s.*; each other, 4*s.*

II.—*Fees relating to Sale of Heritable Subjects.*

3. ARTICLES OF ROUP.

Charge.—Charged according to length, *suprà* 1.

Pro. Rule.—Paid for by exposer.

4. MINUTE OF SALE, AND BOND FOR THE PRICE.

Charge.—Regulation fees of drawing and revising according to length, *suprà* 1.

Pro Rule.—The deed to be drawn by seller's agent; the fees of drawing paid by purchaser, and the revising fee by seller.

5. DISPOSITION.

Charge.—To the *purchaser's* agent, for drawing the deed, including the final adjustment of it, where the price does not exceed £2,000, for each £100, or part of £100, a fee of 10*s.* 6*d.* The price exceeding £2,000, but not exceeding £5,000,—the above rate for the first £2,000, and for every additional £100, or part of £100,—5*s.* 3*d.* The price exceeding £5,000,—the above rates for the first £5,000; and for every additional £1,000, or part of £1,000,—£1 11*s.* 6*d.*, besides regulation fees for drawing the deed, according to the length, where the price exceeds £5,000. The purchaser's agent also to receive the fees of drawing the relative inventory of a legal progress of title-deeds, according to the length. To the *seller's* agent, for revision and adjustment of the deed and inventory, one-half of the above fees.

Pro Rule.—The fees of drawing to be paid by the seller, and the fees of revising by the purchaser unless otherwise stipulated.

III.—*Fees of Grants from Subject-Superiors.*

6. ORIGINAL FEU-CHARTERS, FEU-CONTRACTS, AND BUILDING LEASES.

Charge.—To be charged according to the rate payable to the purchaser's agent in a disposition (*sup.* 5), estimating the price or sum paid (if any), and twenty years' purchase of the feu-duty, as the value of the subjects. In the case of bilateral deeds of this class, the total expense to be equally divided between the parties.

Pro Rule.—The superior's agent draws the deed. The vassal pays for it when unilateral.

7. CHARTERS BY PROGRESS, AND PRECEPTS OF *Clare Constat*, WHERE THE SUBJECT IS AN IRREDEEMABLE RIGHT.

Charge.—If the value of the property (estimated at twenty years' purchase of the present rent or feu-duty payable to the grantee, or of the annual value, if the property be in the natural possession of the grantee), shall not exceed £1,000,—regulation fees. If it shall exceed £1,000, one third of the fees *ad valorem* payable to the purchaser's agent in a disposition (*sup.* 5), besides regulation fees, according to length. But in properties from £1,000 to £,2000, the total charge shall not exceed £5 5*s.* And from £2,000 to £3,000,—£7 7*s.*; unless the regulation fees per sheet shall amount to more.

Pro Rule.—The same as No. 6.

8. DITTO (INCLUDING WRITS OF ACKNOWLEDGMENT AND NOTARIAL INSTRUMENTS), WHERE THE SUBJECT IS AN ADJUDICATION OR OTHER REDEEMABLE RIGHT.

Charge.—The same as No. 7; but as, in the case of adjudications, a large estate may be adjudged for an inconsiderable debt, or a small estate for a large debt, it shall be optional to the creditor, whether the fee shall be calculated on the value of the subject, or the sum in the adjudication. For engrossing in cartulary, 2*s.* 6*d.* per sheet to be charged in addition to the fee 6, 7, 8. Paid by the vassal.

Pro Rule.—The same as No. 6.

Charge for Revising.—In 6, 7, 8, the vassal's agent to receive from his own client half the fees therein allowed for drawing.

IV. *Fees of Securities for Money Lent, and Relative Deeds.*

9. PERSONAL BONDS.

Charge.—For each £100, or part of £100, 10*s.* 6*d.*

10. HERITABLE BONDS, AND DISPOSITIONS IN SECURITY.

Charge.—The same as No. 9, adding the regulation fees of drawing the deed, according to the length, when the loan exceeds £5,000.

11. BONDS OF ANNUITY, WHETHER PERSONAL OR HERITABLE.

Charge.—The same as No. 10, holding the price paid for the annuity as the amount of the loan.

12. BONDS OF CORROBORATION.

Charge.—Where new or additional security is given, whether personal or heritable, or where the interest then due is accumulated with the principle, to be charged at one-third of the fees of a personal bond, upon the sum in the bond of corroboration, besides regulation fees according to the length. Where the bond is merely granted for the purpose of binding the heir of the original debtor, to be only charged at the regulation fees according to the length.

Pro Rule.—For obtaining the loan of money, including revisal of the bond, the borrower's agent to be paid by his own client half the sum payable to the lender's agent for preparing the bond. The whole of these bonds (9, 10, 11, 12), to be written by the agent of the grantee, and paid by the granter.

13. DISCHARGES OF HERITABLE DEBTS; AND DISCHARGES OF DEBTS CONSTITUTED BY PERSONAL BONDS OR OTHER LIQUID DOCUMENTS, WHERE A FORMAL DISCHARGE IS NECESSARY.

Charge.—Where the sum does not exceed £500, regulation fees; where above that sum, double the regulation fees.

Pro. Rule.—To be written by agent of debtor, and paid by creditor, unless otherwise stipulated.

14. DISCHARGES OF DEBTS FOLLOWED BY DECREES OR DILIGENCE.

Charge.—The same as No. 13.

Pro. Rule.—To be written by agent for debtor, and paid for by debtor himself. The revising fee, according to the length, to be also paid by the debtor.

15. DISCHARGES OF LEGACIES.

Charge.—One-half per cent. of the legacy, if not exceeding £200; if above that sum, one-half per cent. for the first £200, and one-fourth per cent. for all above.

Pro. Rule.—To be prepared by agent for testator's successors, and paid for by legatee.

16.—ASSIGNATIONS AND TRANSLATIONS OF PERSONAL DEBTS, AND CONVEYANCES OF HERITABLE DEBTS.

Charge.—Where the transaction is negotiated as a loan, the same fees are chargeable as on an original bond. Where that is not the case, to be charged as discharges, &c., *sup.* 13.

Pro. Rule.—To be written by agent of grantee, and paid for by granter.

V.—*Fees of Family Settlements.*

17.—DEEDS OF ENTAIL, TRUST-DEPOSITIONS AND SETTLEMENTS, TESTAMENTARY DEEDS, AND BONDS OF ANNUITY AND PROVISION, INCLUDING ALL DEEDS ARISING OUT OF, OR CONNECTED WITH DEEDS OF SETTLEMENT, AND DEEDS CONVEYING OR DISCHARGING THE PROPERTY OR RESIDUE IN IMPLEMENT OF SUCH DEEDS.

Charge.—The regulation fees, according to the length of the deed, where the value of the property, or of the annuity settled, does not exceed £500; *double* regulation fees where the value exceeds £500, and does not exceed £2,000; and *treble* where it exceeds £2,000.

Pro. Rule.—In the case of entails and other settlements of landed estates, charges may be made also for attendance and correspondence.—*Inf.* 24 and 25,

18. MARRIAGE CONTRACTS.

Charge.—To be charged according to the total amount of the jointure, and other income, provided to the wife and husband, or either. Where such income, so provided, does not exceed in whole £30, £3 3*s.*; from £30 to £50, £5 5*s.*; £50 to £100, £8 8*s.*; £100 to £150, £10 10*s.*; £150 to £200, £12 12*s.*; £200 to £250, £15 15*s.*; £250 to £300, £21. And for every £100, or part of £100, beyond £300 up to £1,000, £5 5*s.*; and for every £100 or part of £100,

beyond £1,000, £2 12*s.* 6*d.* Besides the regulation fees of drawing according to the length. The husband's agent to receive from his own client one-half of the above fees for revising the deed.

Pro Rule.—To be prepared by agent for the wife, and paid for by the husband.

VI.—*Fees of Miscellaneous Deeds.*

19. TACKS.

Charge.—The one duplicate to be charged regulation fees, according to the length; the other *ad valorem*, as follows: Rent under £100, regulation fees; £100 and not exceeding £200, £2 2*s.*; £200 and not exceeding £300, £3 3*s.*; and for every additional £100 or part of £100, £1 1*s.*

Pro Rule.—Prepared by agent for landlord. The aggregate of those two fees, and of the stamp duties for both duplicates, to be paid equally by the landlord and tenant.

20. CONTRACTS OF EXCAMBION.

Charge.—To be charged as dispositions, holding the value of the lands mutually excambed as the price.

Pro Rule.—The deed to be prepared by the agent for the one party, and revised by the other, as may be arranged between them. The agent who draws the contract to receive the fees payable in the case of a disposition to the purchaser's agent, and the agent who revises to receive the fees in the case of a disposition to the seller's agent; but the total expense to be equally divided between the parties.

21. CONTRACTS OF COPARTNERY.

Charge.—Where the stock of the company is defined, to be charged according to the amount of the stock as follows: When the stock is under £500, £4 4*s.*; £500 and under £1,000, £5 5*s.*; £1,000 and under £2,000, £6 6*s.*; £2,000 and under £4,000, £7 7*s.*; £4,000 and under £6,000, £8 8*s.*; £6,000 and under £8,000, £9 9*s.*; £8,000 and under £10,000, £10 10*s.*; and for every additional £1,000, 10*s.* 6*d.* But the charge in whole not to exceed 100 guineas. When the stock is not defined, the deed to be charged at double regulation fees, according to the length.

Pro. Rule.—The deed to be prepared by the agent of any partner, as may be agreed on, and the expense to be divided among the partners according to their interests in the concern.

22. PRESENTATIONS TO CHURCH LIVINGS.

Charge.—Drawing the deed, and trouble in transmitting to presentee, or to the presbytery, &c., £5 5*s.*

Pro. Rule.—Prepared by agent for patron, and paid for by presentee

VII. *Fees of Agency and Correspondence.*

23. WRITER'S FEES OF PASSING CROWN CHARTERS, CHANCERY PRECEPTS, AND SIGNATURES OF TUTORY THROUGH THE OFFICES AND SEALS.

Charge.—When the lands are below £400 of valued rent, £6 6*s.*; £400 and under £700 £8 8*s.*; £700 and under £1,000 £10 10*s.*; £1,000 and under £1,500, £12 12*s.*; and for every additional £500 or part of £500 of valued rent, £2 2*s.* Upon charters, the signatures for which formerly passed *per saltum*, £3 3*s.* Upon charters, the signatures for which formely passed the Privy Seal only, £3 3*s.* Upon charters of redeemable adjudications, where the accumulated sum is under £2,000, £5 5*s.*; £2,000 and under £5,000, £7 7*s.*; £5,000 and under £7,500, £8 8*s.*; £7,500 and under £10,000, £10 10*s.*; and for every additional £5,000 or part of £5,000, £2 2*s.* For lodging a charter in order to make a first adjudication effectual, and otherwise where the charter is not complete, £2 2*s.* For signatures of Tutory, £6 6*s.*

24. CHARGES FOR TIME.

For time employed on business out of Edinburgh, but within Scotland, per day, besides travelling expenses, £3 3*s.*; for time employed on business in Edinburgh, not exceeding an hour, 6*s.* 8*d.*—for each additional hour, or part of an hour, after the first, 6*s* 8*d.*

25. CORRESPONDENCE.

Charge.—For writing each letter of 250 words or under, including booking, 3*s*, 4*d.* But for letters which are necessarily longer, an additional charge to be made at the rate per sheet, or part of a sheet, of 3*s.* 4*d.*

Pro Rule.—No letters or attendances chargeable which relate to deeds for which an *ad valorem* charge is allowed, or to transactions for which a factor fee or commission is allowed.

26. REVISING DEEDS DRAWN BY OTHERS WHEN NOT OTHERWISE REGULATED.

Charge.—Half of the regulation fees of drawing, whether single or higher, according to the length.

Pro Rule.—To be paid to the agent by his own employer, excepting in cases otherwise specially provided for.

VIII.—*Fees for Copying Papers.*

27. FOR ENGROSSING DEEDS AND OTHER INSTRUMENTS FALLING UNDER THE DESCRIPTION OF NO. 1.

Charge.—First sheet, 2*s.* 6*d.*—each other, 1*s.* 6*d.* If Latin, first sheet, 3*s.*—each other, 2*s.*

28. FOR COPIES OF ALL PAPERS NOT FALLING UNDER THE DESCRIPTION OF NO. 1.

Charge.—For each sheet of 250 words, 1*s.* If Latin, 2*s.*

29. FOR COPIES OF STATES AND ACCOUNTS.

Charge.—For each sheet of an ordinary size, 1*s.* 6*d.* For do. large extra size, 4*s.*

NOTES.—1. In all the cases specified in the preceding table, where charges *ad valorem* are allowed for the drawing of deeds, it is understood to be optional to the agent to charge either the fees *ad valorem*, or the regulation fees of drawing according to the length, as fixed No. 1.

2. The object of the preceding table, as respects both the rates of charge, and the relative professional rules, is merely to regulate the cases therein enumerated where there is no particular stipulation on the subject. Of course, therefore, it is competent to the parties to make any arrangement between themselves, relative to all such matters, which they may consider more equitable or convenient in the circumstances of each case. On the subject of commissions for selling and purchasing estates and other money transactions, it has been found impracticable to afford even an approximation to a fixed rule, as the subjects of such charges are too much diversified to allow the application of general rules. A commission is a remuneration for trouble and responsibility, and the only rule, therefore, for regulating it, is the extent of such trouble and responsibility. In the case, *e. g.*, of the sale or purchase of an estate, it may happen that the man of business has no trouble whatever, the bargains being wholly settled by the parties themselves, the agent having only to prepare the necessary deeds. In such a case, there can, of course, be no room for commission.

By former tables, a fee was chargeable for expeding services and confirmations, but these articles are now subject to the ordinary charges for agency. Where no specific charge is made for any professional duty, the same general rules are understood as applicable.

New County Court Rules.

SCHEDULE OF FORMS.

(*Continued from p.* 63.)

53. *Warrant of Execution against the Goods of Plaintiff.*

No. of Plaint ——. No. of Warrant ——. In the County Court of —— holden at ——.

(Seal).

Between A.B., Plaintiff, and C.D, Defendant.

Whereas at a Court holden at ——, on the —— day of ——, 185–, it was ordered by the Court, that judgment should be entered for the defendant [*or* that judgment of nonsuit be entered], and that the plaintiff should pay to the registrar of the Court, on or before the —— day of ——, the sum of ——, for the defendant's costs of suit:

And whereas default has been made in payment according to the said order: these are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the plaintiff, wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the defendant under the said judgment, including the costs of this execution; and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the plaintiff which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you have so levied to the registrar of the Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this —— day of ——, 185–.
By the Court,
——, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Costs adjudged			
Paid into Court			
Remaining due			
Poundage for issuing this warrant			
Total amount to be levied			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said plaintiff.

Application was made to the registrar for this warrant at —— minutes past the hour of ——, in the —— noon of the —— day of ——, 185–.

54. *Judgment Summons.*

In the [*Title of Court of issuing Summons*].
(Seal.)
No. of Plaint ——. No. of Judgment Summons.

Between A.B., Plaintiff (*Address, Description*), and C.D., Defendant (*Present Address, Description, and, if known, the place of Employment*).

Whereas the plaintiff obtained a judgment [*or if no judgment has been obtained, or if a fresh order has been obtained upon a judgment*, an order] against you, the above-named defendant, in the County Court of ——, holden at ——, on the —— day of ——, 185–, for the payment of £—— for debt [*or* damages], and £—— for costs, upon which judgment [*or* order], and the subsequent process issued thereon, the sum of £—— is now due: You are therefore hereby summoned to appear personally in this Court at [*place where Court holden*], on the —— day of ——, 185–, at the hour of —— in the ——noon, to be examined by the Court touching your estate and effects, and the circumstances under which you contracted the said debt [*or* incurred the said damages], and as to the means and expectation you then had, and as to the means you still have, of discharging the said debt [*or* damages], and as to the disposal you may have made of any property. And take notice, that if you disobey this summons, the Court may commit you to prison.

Dated this —— day of —— 185–.
——, Registrar of the Court.

	£	s.	d.
Amount or judgment or order			
Paid into Court			
Amount now due			
Costs of warrants against the goods (if any)			
Costs of this summons			
Total			

To the Defendant.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

When issued under 19 & 20 *Vict., c.* 108, *s.* 48, *or under Rule* 112, *insert* "Issued by leave of the Judge."

55. *Warrant of Commitment.*

In the [*Title of Court ordering Commital*].
(Seal.)
No. of Plaint ——. No. of Judgment Summons ——. No. of Warrant ——.

Between A.B., Plaintiff, and C.D., Defendant.

To the High Bailiff and others the Bailiffs of the said Court, and all Peace Officers within the jurisdiction of the said Court, and to the Governor or Keeper of the [*prison used by the Court*].

Whereas the plaintiff obtained a judgment [*or* order] against the defendant, in the County Court of ——, holden at ——, on the —— day of ——, 185–, for the payment of £—— for debt [*or* damages] and costs, upon which judgment [*or* order], and the subsequent process issued thereon, the sum of £—— was, at the date of the issuing of the summons hereinafter mentioned, and still is due:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this Court, by which the defendant was required to appear at this Court on the —— day of ——, 185–, to answer such questions as might be put to him pursuant to section ninety-eight of the statute 9th and 10th Victoria, chapter 95, in relation to such debt [*or* damages], which summons was proved to this Court to have been personally and duly served on the defendant:

And whereas this Court, at the hearing of the said summons, ordered that the defendant should be committed to prison for —— days, for [*as the case may be*] not appearing pursuant to such summons, or alleging a sufficient excuse for not so appearing;

[*or* for refusing to be sworn];

[*or* for refusing to answer such questions as aforesaid to the satisfaction of the judge];

[*or* for contracting the said debt under false pretences, *or* by means of fraud *or* breach of trust, *or* without reasonable expectation of being able to the same];

[*or* for making a gift or transfer of part of his property, with intent to defraud his creditors];

[*or* for having charged, *or* removed, *or* concealed part of his property, with intent to defraud his creditors];

[*or* for not having satisfied the said judgment and costs, having had sufficient means and ability so to do]:

These are therefore to require you the said high bailiffs, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [*prison used by the Court*], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this warrant, or until he shall be sooner discharged by due course of law.

Dated this [*insert day of order*] day of ——, 185–.
E.F.
——, Registrar of the Court.

	£	s.	d.
Amount of Judgment or Order			
Amount remaining due			
Cost of Judgment Summons and its hearing			
Poundage for issuing this Warrant			
Total			

This warrant *remains in force one year* from the date thereof.

This form to be applicable to all judgments recovered at the hearing, or by default, or by consent, and to all orders within the jurisdiction of the Court.

56. *Order for Payment by Instalment on a Judgment-Summons.*

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Acknowledgment of Payment into Court.

Date	£	s.	d.	Received by

Whereas the plaintiff obtained a judgment of this Court [*or* of the County Court of —— holden at ——] against the defendant for the sum of £—— for his debt [*or* damages], and costs, upon which judgment and the subsequent process issued thereon, the sum of £—— is still due.

And whereas a summons was, at the instance of the plaintiff, duly issued out of this Court, by which the defendant was required to appear personally at this Court this day to answer such questions as might be put to him pursuant to sect. 98 of 9 & 10 Vict. c. 95, in relation to such debt [*or* damages].

It is ordered, that the defendant do pay the amount still due on the said judgment, and the costs of the said summons and its hearing, as stated at the foot of this order, to the registrar of this Court, by instalments of £—— for every —— days: the first payment to be made on the —— day of ——, 185–.

In case default be made in payment of any one of such instalments, and execution issue, it shall be for the whole of the above amount then remaining due.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

	£	s.	d.
Amount remaining due	:	:	
Costs of Judgment-Summons and its hearing	:	:	
	£	:	:

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

57. *Certificate for the Discharge of a Defendant from Custody.*

In the County Court of —— holden at ——.
(Seal.)

Between A.B., Plaintiff and C.D., Defendant.

I hereby certify, that the defendant, who was committed to your custody by virtue of a warrant of commitment under the seal of this Court, bearing date the —— day of —— 185–, has paid and satisfied the sum of money for the non-payment whereof he was so committed, together with all costs due and payable by him in respect thereof; and that the defendant may, in respect of such warrant, be forthwith discharged out of your custody.

Given under the seal of the Court, this —— day of ——, 185–.

By leave of the Judge of the Court.

——, Registrar of the Court.

To the Governor or Keeper of ——.

58. *Order for a New Trial.*—(Rule 128.)

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered, that the judgment in this case, and all subsequent proceedings thereon, be set aside, and a new trial had between the parties on [*set out the terms or conditions, if any, on which the order is made*].

Given under the seal of the Court, this —— day of —— 185–.

By the Court,

——, Registrar of the Court.

59. *Order to rescind a former Order.*

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered, that the Order of this Court in this action, bearing date the —— day of ——, be rescinded.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court.

——, Registrar of the Court.

60. *Interpleader Summons to Execution Creditor.*

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas [*here insert the name, address, and description of claimant, so far as is then known*] hath made a claim to [certain goods or chattels (or *monies, &c.*) taken in execution under process issuing out of this Court, at your instance] [*or* certain rent alleged to be due to him]:

You are therefore hereby summoned to appear at a Court to be holden at ——, on the —— day of ——, at the hour of —— in the ——noon, when the said claim will be adjudicated upon, and such order made thereupon as to the judge shall seem fit.

Given under the seal of the Court, this —— day of ——, 185–.

——, Registrar of the Court.

To the Plaintiff.

NOTE.—The claimant is called upon to give the particulars of his claim, which you may inspect, on application at the office of the registrar of the Court, four days before the day of hearing.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

61. *Interpleader Summons to a Claimant setting up a Claim to the Goods or the Proceeds thereof.*

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

[*Name, address, and description of claimant*], you are hereby summoned to appear at a Court to be holden at ——, on the —— day of ——, 185–, at the hour of —— in the ——noon, to support a claim made by you to certain goods and chattels [*or monies, &c.*] taken in execution under process issued in this action at the instance of [*the execution creditor*], and in default of your then establishing such claim the said goods and chattels will then be sold [or *the said monies, &c., paid over*] according to the exigency of the said process; and take notice, that you are hereby required, five days before the said day, to deliver to the officer in charge of the said process, or leave at my office, particulars of the goods and chattels which [or *the proceeds whereof*] are claimed by you, and of the grounds of your claim; and in such particulars you shall set forth fully your name, address, and description; and take notice, that in the event of your not giving such particulars as aforesaid your claim will not be heard by the Court.

Given under the seal of the Court, this —— day of —— 185–.

——, Registrar of the Court.

To ——, of ——.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

62. *Interpleader Summons to a Claimant setting up a Claim to Rent in respect of the Premises upon which the Execution was levied.*

No.——. In the County Court of——, holden at——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

[*Name, address, and description of claimant*], you are hereby summoned to appear at a Court to be holden at ——, on the —— day of ——, 185–, at the hour of —— in the ——noon, to support a claim made by you to certain rent alleged by you to be due to you in respect of and issuing out of certain goods and chattels were taken in execution under process of this Court in this action at the instance of [*the execution creditor*]; and in default of your then establishing such claim the said goods and chattels will then be sold, and the proceeds thereof paid over according to the exigency of the said process [*or* if such goods and chattels shall have been then sold, then the proceeds of such sale will be paid over according to the exigency of the said process]; and take notice, that you are hereby required, five days before the said day, to deliver to the officer in charge of the said process, or leave at my office, particulars of the amount of the rent claimed by you and of the period for which and of the premises in respect of which you claim such rent, and of the grounds of your claim; and in such particulars you shall set forth fully your name, address, and description; and take notice, that in the event of your not giving such particulars your claim will not be heard by the Court.

Given under the seal of the Court, —— this —— day of ——, 185–.

——, Registrar of the Court.

To ——, of ——.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

63. *Order on an Interpleader Summons where the Claim is not established.*

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant. E.F., Claimant.

It is this day adjudged, touching the claim of E.F. —— to certain goods and chattels [or *monies, &c.*] taken in execution in this action [*or* to certain rent alleged to be due to him], that the said goods and chattels [or *monies, &c.*, or *part thereof, to wit, &c., specifying them,*] are the property of the execution debtor, or [that there is no rent due to the said E.F.]

And it is ordered that the costs of this proceeding, amounting to ——, be paid by the said E.F. to the registrar of this Court on or before the —— day of ——, for the use of the execution creditor.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

64. Order on an Interpleader Summons where the Claim is established.

No. ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant. E.F., Claimant.

It is this day adjudged, touching the claim of E.F. —— to certain goods and chattels [or *monies, &c.*] taken in execution in this action, [*or* to certain rent alleged to be due to him], that the said goods and chattels [or *monies, &c.*, or *part thereof, to wit, specifying them,*] are his property, [*or* that rent to the amount of £—— is due to him].

And it is ordered, that the said [*execution creditor*] do pay to the registrar of this Court, for the use of the said E.F., £—— for costs, on or before the —— day of ——.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

(To be continued.)

Court Papers.

Queen's Bench.

NEW CASES—HILARY TERM, 1857.

SPECIAL PAPER.

Dem.	Newall *v.* Webster & Another.
,,	Curlewis *v.* The Earl of Mornington.
Sp. Case.	Good *v.* Good & Another.
,,	Collen *v.* Wright & Others, Executors, &c.
Dem.	Dalzell *v.* Morrell, Executor, &c.
Sp. Case.	Moran *v.* Jones.
,,	Bains *v.* Jackson & Others.
Dem.	Poole, Executrix, &c., *v.* The Timber Preserving Company.

CROWN PAPER.

Middlesex.	Reg. *v.* The Overseers of the Parish of Christchurch.
Glamorgansh.	Reg. *v.* M. Thomas.
Birmingham.	Reg. *v.* John Smith.
Lancashire.	Reg. *v.* Edward Crook.
Glamorgansh.	Reg. *v.* The Taff Vale Railway Company.

This Court will sit *in banco* on the 2nd, 3rd, 9th, 10th, and 24th Feb., to give judgment in cases then standing for judgment. On the first four days the cases in the different papers will be taken; and on the 24th judgments only will be given. An intimation as to the order will be given.

Common Pleas.

NEW CASES—HILARY TERM, 1857.

DEMURRER PAPER.

Dem.	Simmons & Wife *v.* Siggins.
,,	Goodman *v.* Spencer.
,,	Florence *v.* Jenings.
,,	Florence *v.* Drayson & Others.
,,	Keane *v.* Murphy.
,,	Jenings *v.* Florence.
Sp. Case.	Gilkison & Another *v.* Middleton & Others.

NEW TRIAL.

London.	Michael *v.* Gillespie.

Exchequer of Pleas.

NEW CASES—HILARY TERM, 1857.

SPECIAL PAPER.

Sp. Case.	Smalley *v.* Blackburn Railway Company.
Dem.	Cleeve *v.* Harwar.
,,	White *v.* Farmer.
,,	Tompsett *v.* Gillott.
Sp. Case.	Biss & Wife *v.* Allen and Another.
,,	Governor & Company of the New River *v.* Commissioners of Land Tax of Great Amwell.
,,	Guardians of the Poor of Lichfield Union *v.* Greene.
Dem.	Shilling, Administratrix, &c., *v.* Bishop & Others.
,,	Cooper & Another, Executors, &c., *v.* Woolfit.
Sp. Case.	Barstow *v.* Reynolds.
Dem.	Barnes *v.* Hayward.

NEW TRIALS.

Moved Hilary Term, 1857.

Middlesex.	Hills *v.* The London Gas Light Company.
,,	Roberts *v.* Smith & Another.
,,	Abrahams *v.* Milsom & Wife.
London,	Booth *v.* Kennard & Others.

Births, Marriages, and Deaths.

PROFESSIONAL LIST.

BIRTHS.

CURREY—On Jan. 13, at Blackheath-park, wife of Frederick Currey, Esq., barrister-at-law, of a son.

GOVER—On Jan. 17, at 18 Newington-place, Kennington-park, wife of Jas. Dineley Gover, Esq., solicitor, 33 Old Jewry, of a son.

KING—On Jan. 18, at Loughton, Essex, wife of Robert King, Fenchurch-buildings, London, solicitor, of a daughter.

NICHOLSON—On Jan. 18, at 1 Boltons, West Brompton, wife of J. Wilson Nicholson, solicitor, of a daughter.

RODWELL—On Jan. 19, at 13 Kensington-garden-terrace, Hyde-park gardens, wife of Edgar Rodwell, Esq., barrister-at-law, of a son.

MARRIAGES.

DEANE—BUTT—On Jan. 20, at St. Mark's, Kennington, by the Rev. Edward Phillips, M.A., of Surbiton (cousin of the bridegroom), assisted by the Rev. Charlton Lane, M.A., John, eldest son of John Deane, Esq., of London Bridge and Tulse-hill, to Sophia Jane, youngest daughter of the late John Butt, Esq., solicitor, of Westminster, and stepdaughter of William Lord, Esq., of the Hawthorns, Clapham.

DUMBELL—COX—On Nov. 20, at St. Mary's Church, Belize, by the Rev. M. Newport, D.D., Colonial Chaplain and Rural Dean, George William Dumbell, Esq., eldest son of George William Dumbell, Esq., banker, Isle of Man, to Georgiana Mary, eldest daughter of Austin William Cox, Esq., Member of the House of Assembly, and late Judge of the Supreme Court, of British Honduras.

FRANKLIN—DAVISON—On Jan. 1, at Naples, Joseph Lewis Franklin, Esq., of London, to Susan St. Clair, third and youngest daughter of F. D. Massy Davison, Esq., barrister, and granddaughter of the Right Hon. Lord Sinclair.

MASHITER—MALDEN—On Jan. 15, at St. John's Church, Notting-hill, by the Rev. G. P. Gell, incumbent of St. John's, assisted by the Rev. B. S. Malden (cousin to the bride), William Mashiter, Esq., of the Inner Temple, and son of Octavius Mashiter, Esq., of Priests, Essex, to Georgiana Margaret Mary, only daughter of the late Lieut. T. B. Malden, of the 21st Bengal Native Infantry.

DEATHS.

PALMER—On Jan. 21, at Brook-green, Hammersmith, in his 75th year, Thomas Palmer, Esq., fifty-five years in the Rolls Chapel Office, and late an Assistant Keeper of the Public Records there.

WILLIAMS—On Jan. 16, at Bryan House, Blackheath, Mary, widow of the late Mr. Serjeant Williams, K.S., and mother of the Hon. Mr. Justice Vaughan Williams, in her 88th year.

Unclaimed Stock in the Bank of England.

The Amounts of Stocks stated will be transferred to the undermentioned Parties unless Claimants appear within Three Months.

BOLHEIM, WILLIAM, Count HOMPESCH DE, £305 : 11 : 2, Consols, heretofore standing in the names of Ferdinand Count Hompesch de Bolheim, deceased, and William, Count Hompesch, both of Dusseldorff.

COLQUHOUN, JOHN CAMPBELL, JOHN ARCHIBALD CAMPBELL, FRANCIS ALEXANDER SYDENHAM LOCKE, & ALEXANDER PITTS ELLIOTT POWELL, £250 Consols, heretofore standing in the names of John Campbell Colquhoun, of Killerton, Dumbartonshire, and others.

CHADWICK, ELIAS, £502 : 11 : 7, Consols heretofore standing in the name of Elias Chadwick, of Swinton, near Manchester, Esq.

CLAY, Sir WILLIAM, £100 Consols, heretofore standing in the names of William Clay, of Fulwell-lodge, Twickenham, Esq., and Deborah Smith, of Stockwell-place, Surrey, spinster.

JONES, THOMAS, jun., the survivor, £152 : 6 : 8, Consols, heretofore standing in the names of Joseph Austwick, of Budleigh, Salterton, Devon, Esq., deceased, Samuel Hasell, of Littleton, Somersetshire, Esq., and Thomas Jones, jun., of Milman-place, Bedford-row, gent.

MATTHEWS, ELIZA, wife of Henry Matthews, formerly Eliza Hayward, spinster; £50 Reduced 3*l.* per Cents., heretofore standing in the names of Ann Hayward, deceased, of Lloyd's-row, Clerkenwell, widow, late wife of James Margetts, of Crown-court, West Smithfield, woodcutter, and Eliza Hayward, minor.

NEW SARUM, Mayor, &c., of, £50 Reduced 3*l.* per Cents., heretofore standing in the name of the Mayor and Commonalty of New Sarum.

PHIPPS, Hon. CHARLES BEAUMONT, £452 : 2 : 6, Consols, heretofore standing in the name of the Hon. Charles Beaumont Phipps, of Phœnix-park, Dublin.

POUNCY, HENRY, & GILBERT POUNCY (executors of W. Pouncy), £100 Consols, heretofore standing in the name of John Williams Pouncy, of Finchley, Middlesex.

RICHARDS, MEREDYTH RICHARD (the husband, administrator with the will annexed), £100 Consols, heretofore standing in the name of Elizabeth Emma Bennett, of Farringdon-house, Berks, spinster.

SMEDLEY, FRANCIS, £137 : 16 : 0 : New 3*l.* per Cents., heretofore standing in the name of Francis Smedley, of Ely-place, Middlesex, gent.

SMEDLEY, FRANCES SARAH, wife of Francis Smedley, & MARY SOPHIA ELLISON, spinster (administrators), £117 : 10 : 2, Consols, heretofore standing in the name of Jane Nares, of Kensington, spinster, deceased.

VALLINGS, FREDERIC, £375 Consols, heretofore standing in the name of Frederic Vallings, of St. Mildred's-court, Poultry, solicitor.

Next of Kin.

Advertised for during the Week.

CUNNING, SUSAN, formerly of Ballystochard, Co. Down, Ireland, supposed to have died intestate, who went to reside in America, in 1828. Persons interested in her effects to apply within six weeks from Jan. 12 to H. Seeds, Proctor, 34 Castle-st., Belfast.

GIBSON, WM., went abroad, 1790, and

PRICE, ANDREW, born in 1724-6, went abroad 1741, aged 16, died 1777. Next of kin of both to apply to Manière, Sol. 31, Bedford-row.

General Weekly Obituary.

ALCOCK, JOHN, Esq., of 50 Milton-street, Dorset-square, on Jan. 13, aged 82.

AMCOTTS, AUGUSTA, of Amcotts and Kettlethorpe, Lincoln, wife of Col. Robert Amcotts, of Hackthorn, Lincolnshire, on Jan. 16, aged 70.

ANDERSON, MARY ANN, youngest daughter of the late Alexander Anderson, of Highgate, Middlesex, at 7 George-square, Edinburgh, on Jan. 19, aged 74.

AYERST, SARAH ANN, second daughter of Mr. Ayerst, at Hawkhurst Kent, on Jan. 13.

BAIRD, ELIZABETH, wife of Nicol John Baird, Esq., of Cronstadt, Russia, at 25 Great King-street, Edinburgh, on Jan. 18.

BECHER, WELWOOD GEORGE CHRISTIE, third son of Lieut.-Col. C. G. Becher, of 5th Bengal Light Cavalry, H.E.I.C.S., at Cheltenham, on Jan. 17, aged 6 months.

BEETHAM, Mrs. ELIZABETH, widow of the late Charles Beetham, Esq., at Great Yarmouth, on Jan. 16, in her 84th year.

BERENS, CHARLOTTE, wife of Alexander Berens, Esq., at Raleigh Hall, Brixton-rise, Surrey, on Jan. 16.

BLACKBURN, BETHIA HAMILTON, only daughter of Andrew Blackburn, Esq., at 9 St. Andrew's-square, Edinburgh, on Jan. 16, in her 4th year.

BLANCH, GUSTAVUS WM., surgeon, of 23 Merrick-square, Southwark, on Dec. 26, aged 48.

BLENCOWE, JOHN JACKSON, Esq., at Marston St. Lawrence, Northamptonshire, on Jan. 9, aged 46.

BLOMFIELD, ISABELLA MARY, eldest child of the Rev. George John and Isabella Blomfield, at Bow Rectory, North Devon, on Jan. 4, aged 4.

BONSOR, Mr. JOSEPH, of 134 Fenchurch-street, on Jan. 17, aged 55.

BOULTON, Mr. George, of Great Dover-street, Southwark, on Jan. 16, aged 70.

BOYLE, SUSANNAH, wife of Mr. Cornelius Boyle, late of Milfield-lane, Highgate-rise, on Jan. 12, aged 69.

BRIDDEN, AMELIA, wife of Mr. James Bridden, of Chatham Barracks, at Watts'-terrace, Chatham, on Jan. 17, aged 38.

BUTLER, GEORGE, Esq., late Secretary to her Majesty's Board of Ordnance, Pall-mall, at 152 Albany-street, Regent's-park, on Jan. 17, in his 75th year.

CARHAMPTON, MARIA, widow of John, Earl of Carhampton, at 16 Sillwood-place, Brighton, on Jan. 18, in her 81st year.

CAVALIERO, LEOPOLDINE WODIANA, fourth child of Henry Leopold and Charlotte Cavaliero, on Jan. 15, aged 14 months.

CLARK, Miss ANNA, at Bethnal-green, on Jan. 13.

CLARK, Mr. R. R., for 30 years Superintendent at Halling, Pearce, & Stone's, Waterloo-house, Cockspur-street, London, at Edinburgh, on Jan. 18.

CLARKE, ANNE, relict of William Clarke, Esq., formerly of Compton, Berks, at Sydney-terrace, Reading, on Jan. 15, in her 80th year.

CLARKE, Mr. THOMAS, of Junction Station, Wangaratta, Australia, in London, on Dec. 28, aged 40.

CLAYTON, Mrs. SARAH, wife of the Rev. John Clayton, of Chichester Lodge, Brighton, on Jan. 15, at an advanced age.

COCKBURN, ALICE SOPHIA, youngest daughter of Capt. J. H. Cockburn, R.N., of H.M.S. Cossack, and grand-daughter of the Rev. J. Gedge, at Bilderston Rectory, on Jan. 15, aged 2 years and 5 months.

COMYN, Miss MARY ANN, at Cheltenham, on Jan. 12, in her 25th year.

CRANWELL, FLORA MARY, eldest daughter of Mr. Frederick Cranwell, at Belle Vue-villas, Upper Holloway, on Jan. 16.

CREGOE, CELIA, daughter of the late Edward Cregoe, Esq., of Trewithian, Cornwall, at Headington, on Jan. 15, aged 73.

CUNNINGHAM, ANNA MARIA, relict of John Cunningham, Esq., of Castlebars, and daughter of the late J. B. Lynch, Esq., of Partryhouse, Co. Mayo, Ireland, at 11 Victoria-terrace, Exeter, on Jan. 12.

CURTISS, ISAAC CARTER, Esq., of 7 Marlborough-place, St. John's-wood, on Jan. 14, in his 64th year.

DAVY, Mr. JOHN, at the Prince Albert, Queen's-road, Dalston, on Jan. 13, aged 51.

DAY, JANE, wife of Mr. Frank Day, of 6 Walbrook, at 24 Mitre-terrace, Downham-road, on Jan. 19.

DIMSDALE, HENRY FRASER, Esq., 11th (Prince Albert's Own) Hussars, youngest son of the Hon. Baron Dimsdale, at Carnfield-place, Herts, on Jan. 16.

DIXON, ELIZA, relict of Thomas Ruep Dixon, Esq., and youngest daughter of the late General John White, Bengal Army, at 16 Upper George-street, Portman-square, on Jan. 16, aged 72.

DIXON, JANE, relict of Richard Dixon, Esq., at 29 Kensington-square, on Jan. 15, in her 76th year.

DOWELL, MARY JULIA, eldest daughter of Rev. Stephen Wilkinson Dowell, of Gosfield, Essex, on Jan. 21.

DOWNIE, ROBERTA HARRIETT, daughter of the late Robert Downie, Esq., of Appin, in London, on Jan. 16.

EVANS, CATHERINE, wife of John Evans, at Palmer-terrace, Holloway, on Jan. 17, in her 68th year.

EVANS, JAMES JOHN, Esq., Surgeon in the Government Emigration Service, at 8 Holland-street, Clapham-road, on Jan. 17, aged 41.

EYLAND, MARIA FRANCES, eldest daughter of Mr. Samuel Eyland, Wigmore-street, on Jan. 15, aged 32 years.

FARNAN, WILLIAM BETTANS, youngest son of Francis Farnan, Tredegar-place, Bow, on Jan. 15, aged 7 months.

FITZGERALD, JOHN GEORGE M., youngest son of the late Michael Fitzgerald, Esq., of H.M.'s Inland Revenue, at Soissons, in France, on Jan. 10, in his 13th year.

FITZGERALD, MARY, daughter of Joseph Fitzgerald, Esq., Queenstown, Ireland, at Carshalton, on Jan. 14.

FITZWILLIAM, EDWARD, Esq., late musical composer and director at the Theatre Royal, Haymarket, of 9 Grove-lane, Brompton, on Jan. 19, in his 33rd year.

FORRESTER, HENRY, Esq., of 6 St. Mary-le-Strand-place, Old Kent-road, and of the Long-room, Customs, on Jan. 19, in his 63rd year.

GARDNER, FANNY, fifth daughter of Mr. J. H. Gardner, of 4 Percy-villas, Brixton, Surrey, on Jan 15, in her 21st year.

GEORGE, Mr. JOHN, of the Spa-road, Bermondsey, on Jan 18, in his 87th year.

GINGELL, EDWARD, Esq., cashier of the Malta Bank, at Valetta, on Jan. 11, aged 84.

GOLD, Mr. HENRY, late of Hibernia-wharf, Southwark, at Glengal-grove, Old Kent-road, on Jan. 20, in his 70th year.

GOULD, Mr. ROBERT, late of Ludgate-hill, at the Charterhouse, on Jan. 16, in his 90th year.

HALE, Mrs. SARAH, at Lower Clapton, on Jan. 8, in her 69th year.

HARDS, Mr. WILLIAM, of the Greyhound Inn, Eltham, Kent, on Jan. 15, aged 54.

HAYES, Mr. JOHN, of the New London Bridge Tavern, Weston-street, St. Thomas's, Southwark, on Jan. 11, aged 37.

HERING, Mrs., relict of the late Oliver Hering, Esq., of Heybridge Hall, Essex, and Paul Island Estate Jamaica, at 21 Carlton-crescent, Southampton, on Jan. 20, in her 82nd year.

HILL, MARY ANN, wife of Mr. Edward Hill, of 8 Marchmont-street, Russell-square, on Jan. 21, in her 35th year.

HOGG, WILLIAM EDWARD, Esq., formerly of Rio de Janeiro, and late of Tulse-hill, Surrey, in Egypt, on Dec. 27.

HOLLIDAY, ANN, wife of C. B. Holliday, at 7 Upper Charles-street, Northampton-square, on Jan. 18, in her 47th year.

HOSKEN, Surgeon R., 2nd Battalion Light Cavalry, H.E.I.C.S., at Nusseerabad, on Nov. 30.

JACOB, CATHERINE, widow of Major-General Jacob, at 27 Westbourne-place, Eaton-square, on Jan. 21.

JANVRIN, MARY ELIZABETH, relict of Daniel Janvrin, Esq., of the Island of Jersey, at 24 Royal-crescent, Bath, on Jan. 15, in her 76th year.

JOHNSON, Mrs. J. C., daughter of the late W. Greaves, Esq., of Clapham, on Jan. 16.

JONES, RICHARD, Esq., late of Richmond-place, Hereford, at 5 Bentinck-terrace, Regent's-park, on Jan. 15, in his 76th year.

JONES, RICHARD, Esq., at Ashley-place, Bristol, on Jan. 16, in his 67th year.

JONES, Lieut.-Col., at Knolton-hall, near Overton, Flintshire, on Jan. 20, aged 58.

KIRK, Mrs. MARY ANN, widow of the late Mr. John Kirk, on Jan. 17, in her 63rd year.

LAIRD, FRANCES, youngest daughter of Major Laird, of Strathmartin, N.B., at 10 Albyn-place, Edinburgh, on Jan. 15.

LAWRENCE, Mr. THOMAS, at Ramsgate, on Jan. 12.

LAYCOCK, MARGARET ELIZABETH, wife of Peter Laycock, Trinity Schools, Rotherhithe, and daughter of Alexander Morris, Hemsworth, Yorkshire, on Jan. 16, in her 25th year.

LEE, LAWRENCE, Esq., of Weymouth-street, at Tunbridge-wells, on Jan. 16, in his 92nd year.

LETCHWORTH, HANNAH SIMS, daughter of the late Thomas Letchworth, Esq., of Reading, at 6 Kensington-park-gardens, on Jan. 19, aged 67.

LOCKE, MARIA, relict of the late James Locke, Esq., surgeon-accoucheur, &c., formerly of 20 Albert-terrace, Westbourne-park, at 5 Clarendon-place, Clarendon-road, Notting-hill, on Jan. 12.

LOVEDAY, CHARLES DANIEL, Esq., late of Cuckfield, Sussex, on Jan. 14, in his 61st year.

LUKEY, ANN, relict of the late Mr. Joseph Lukey, of Marsland House, Morwinstow, Cornwall, at Buckland, Dover, on Jan. 13, in her 73rd year.

MARKBY, FREDERICK GILLAM, Esq., eldest son of Edward Gillam Markby, Esq., of the same place, and an Undergraduate of Trinity College, Cambridge, at Chatteris, Cambs., on Jan. 20, in his 21st year.

MARRIOTT, EMMA MARIA, fourth daughter of Thomas James Marriott, Esq., at Lower Clapton, on Jan. 19, aged 14.

MILWARD, Rear-Admiral, on Jan. 14, in his 81st year.

MOSSOP, Rev. ISAAC, rector of Smarden, Kent, at St. Bees, on Jan. 10.

NEILSON, Mr. WILLIAM, of the firm of Paton & Neilson, goldsmiths, at 8 Upper Charles-street, Northampton-square, on Jan. 16.

NICHOLLS, CHARLES DIGANCE, son of William Nicholls, at Dalston, on Jan. 16, in his 22nd year.

NIGHTINGALE, ALFRED THRUPP, younger surviving son of James Nightingale, Esq., J.P., of Kingston-upon-Thames, and grandson of the late H. E. Thrupp, Esq., of George-street, Portman-square, and of Surbiton-hill, Surrey, on Jan. 13, in his 16th year.

NORRIS, MARIANNE, eldest daughter of the late James Norris, Esq., of Spencer-lodge, Wandsworth-common, at Worthing, on Jan. 17, in her 29th year.

NORTON, WILLIAM, Esq., at Cowley, near Uxbridge, on Jan. 18, aged 72.

OKE, WILLIAM, Esq., at Grosvenor-house, Southampton, on Jan. 18, in his 70th year.

ORME, HANNAH MARY, relict of Alexander Orme, Esq., late Major H.E.I.C.S., at 16 Wyndham-place, Bryanstone-square, on Jan. 19, in her 84th year.

ORTON, JULIA, wife of James Orton, Esq., at Glenbrook Bray, Ireland, on Jan. 18.

PAGET, Capt. JOHN, R.N., at Brompton, on Jan. 16, in his 71st year.

PALMER, THOMAS, Esq., of the Rolls' Chapel Office, and late an Assistant Keeper of Public Records there, at Brook-green, Hammersmith, on Jan. 21.

PARRIS, ELIZABETH, wife of Mr. J. Parris, at Farnham, Essex, on Jan. 15, aged 64.

PARSON, ARTHUR, the infant son of John Parson, Esq., of Ham-common, on Jan. 17.

PEREIRA, Mrs., wife of Antonio Pereira, Esq., at Park-crescent, Portland-place, on Jan. 20.

PERKINS, AMBROSE WILLIAM, at 137 Stanley-street, Pimlico, on Jan. 18, aged 61.

PERPIGNAN, Madame de, at Twickenham, on Jan. 18.

PERROTT, Rev. T., M.A., at Walton-on-Trent Rectory, on Jan. 17.

PICKETT, JOHN, Esq., of Bridgewater-square, on Jan. 18, in his 77th year.

PIGEON, JANE, for nearly 50 years servant in the family of the late William Agar, Esq., Q.C., at Elm-lodge, Camden-town, on Jan. 18.

POWER, ELIZABETH, wife of John Power, 9 Bedford-street, Bedford-row, on Jan. 19, aged 38.

PRATT, JOHN GRANT, only surviving son of the late John Pratt, Esq., M.R.C.S.E., at Singapore, on Jan. 30, 1856.

PRESCOTT, RICHARD, youngest son of the late W. B. Prescott, Esq., of Everton, Liverpool, near Buenos Ayres, on Nov. 29, in his 21st year.

PRICE, JULIA BELLA, youngest daughter of David Price, M.D., Margate, on Jan. 18.

RAMMELL, SARAH, wife of Thomas Rammell, Esq., at Ramsgate, on Jan. 13, in her 73rd year.

RAVENSCROFT, EDWARD CHARLES, fourth son of the late Mr. Thomas Ravenscroft, of Warwick-street, Charing-cross, on Jan. 16, in his 39th year.

RICHARDS, EDWARD SAXON, son of the Rev. Edward T. Richards, of Farlington Rectory, Hants, and Demy of Magdalene College, Oxford, on Jan. 29, in his 20th year.
RUTTER, SARAH, relict of Valentine Rutter, Esq., of the city of London, and Woodfield Lodge, Harrow-road, at Brighton, on Jan. 17, aged 81.
SANDERSON, ALICE, infant daughter of the Rev. A. P. Sanderson, at Aspenden, Herts, on Jan. 17, aged 16 days.
SANDERSON, EDITH, infant daughter of the Rev. A. P. Sanderson, at Aspenden, Herts, on Jan. 15, aged 14 days.
SHORE, CLARA MARIA, youngest daughter of the Hon. F. J. Shore, H.E.I.C.S., at Sidmouth, on Jan. 12, aged 22.
SIMONS, ISABEL LUCY SUSAN, relict of Walter Tregarthian Simons, Esq., of Tregarthian Hall, and Ham, Cornwall, and Windsor, Berks, at Tregarthian Hall, on Jan. 16, in her 58th year.
SINDERBY, Miss HARRIET, in Albany-street, Regent's-park, on Jan. 20, in her 78th year.
SMITH, ANN CHRISTIAN, wife of the Rev. Isaac Smith, of the Church Missionary Society, at Benhall, Suffolk, on Jan. 14.
SMITH, SARAH, relict of the late Charles Awdus Smith, Esq., of Nottinghill, Kensington, Middlesex, on Jan. 21, aged 61.
SOLA, C. M., Esq., at Putney, on Jan. 21, aged 76.
SOMERS, Mrs. SUSANNA, at North Audley-street, on Jan. 14, in her 66th year.
STEVENSON, Miss ANN, formerly of Loughborough, at Reading, on Jan. 14, aged 84.
STRATTON, GEORGE ROBERT, Esq., at Bicester, on Dec. 23, aged 63.
STREATFEILD, ELLEN SCOTT, only surviving daughter of the Rev. J. Streatfeild, incumbent, at Uckfield, Sussex, on Jan. 14, aged 26.
TATHAM, RALPH, D.D., Master of St. John's College, Cambridge, at the Lodge, on Jan. 19, aged 78.
TOBIN, LUCY, widow of Henry Hope Tobin, Esq., at Clifton, on Jan. 16, at a very advanced age.
TODD, WILLIAM, Esq., at 2 Minerva-place, Barnsbury-park, Islington, on Jan. 21, aged 65.
TOLLETH, Mr. ALEXANDER, at Great Russell-street, Bloomsbury, on Jan. 17, aged 65.
TOWNSEND, JANE, daughter of the late Mr. John Townsend, of 10 Hungerford-market, Strand, on Jan 21.
TRAILL, JANET SINCLAIR, youngest daughter of the late James Traill, Esq., of Rattar, Caithness, N.B., at Blackheath, on Jan. 17.
TREGGON, Mr. HENRY, at 22 Jewin-street, on Jan. 18, aged 52.
USHER, WILLIAM EVERETT, only child of Richard Trueman Usher, Esq., at Queenstown, Ireland, on Jan. 5, aged 11 years and 9 months.
VERE, BETSEY, widow of the late James Vere, Esq., at 48 Oxford-terrace, Hyde-park, on Jan. 17, in her 77th year.
VERNER, ELLEN JANE, wife of Capt. J. D. Verner, and eldest daughter of the late William Borradaile, Esq., of Ludbrook, Devonshire, and a few hours afterwards, Ellen Bessie, their infant daughter, at the Royal Military College, Sandhurst, on Jan. 16.
WAITE, GEORGE, Esq., at Bayswater, on Jan. 3, in his 66th year.
WALKER, ARTHUR HOTHAM, youngest son of Sir Baldwin W. Walker, Bart., at 66 Westbourne-terrace, on Jan. 18, in his 4th year.
WARNER, MARY, relict of the late Thomas Warner, Esq., of the Elms, Loughborough, at East Langton-grange, Leicestershire, on Jan. 16, aged 62.
WELLS, CAROLINE, only child of the late Henry Wells, Esq., of Midhurst, at Reading, on Jan. 20, in her 12th year.
WEST, CHARLOTTE, wife of Joseph West, Esq., artist, at 2 North-crescent, Chenies-st., on Jan. 2.
WHARNCLIFFE, JOHN HENRY MONTAGU, only son of Lord and Lady Wharncliffe, at Harewood-house, Leeds, on Jan. 19, aged 9 months and 10 days.
WHARTON, Mr. CHARLES, of the firm of Henry, John, and Charles Wharton, and son of the late Mr. Charles Wharton, of H.M. Dockyard, Sheerness, at 18 Blackfriars-road, on Jan. 15, aged 39.
WILEY, Mrs. MARY, at Tyndale-place, Islington, on Jan. 21, aged 83.
WILLIAMS, MARY, widow of Mr. Serjt. Williams, K.S., and mother of the Hon. Mr. Justice Vaughan Williams, at Bryan-house, Blackheath, on Jan. 16, in her 88th year.
WREFORD, JOHN, Esq., of Broughton-house, Riverhead, Kent, on Jan. 18, in his 86th year.
WRIGHT, Mrs. MARY GUTHRIE, widow of the late Thomas Guthrie Wright, Esq., Auditor of the Court of Session, at 15 Clarendon-crescent, Edinburgh, on Jan. 18.

Money Market.

CITY, FRIDAY EVENING.

THE English Funds continue in the same quiet state as has been manifested during several weeks. The variation at any time has not exceeded $\frac{1}{8}$ per Cent., and the variation in the whole of the last week has not been more considerable. This morning, Consols were quoted at 93$\frac{3}{4}$ to $\frac{7}{8}$; but this advance was not maintained, and the closing price was 93$\frac{1}{2}$ to $\frac{5}{8}$. Prices from the Paris Bourse arrive irregularly. The last quotation of French 3 per Cents. is 67f. 95c. Other important foreign securities remain quiet, with very little variation.

From the Bank of England return for the week ending the 17th January, 1857, which we give below, it appears that the amount of Notes in circulation is £19,463,035, being an increase of £35,045; and the stock of Bullion, in both departments, is £10,110,409, showing a decrease of £70,575, when compared with the previous return. The rates of the Bank of England for discount on Bills of Exchange, and for advances on Stock, are without alteration. Reports of trade afford evidence of unabated activity, with the appearance of being sound and healthful. This evidence leads to the conclusion that sound Trade is not embarrassed by the present high rate of discount, and also to the conclusion that any alteration in the present rate by the Directors of the Bank, is not desirable, except on motives both strong and likely to continue.

The Corn Markets, during the last week, have manifested a decline in prices, both in London and the provinces.

Since the resolutions come to at the meeting of merchants, bankers, and traders, on Monday last, a report has been published of a statement made in the Court of Exchequer on Tuesday by the Chief Baron, confirmed by Mr. Baron Martin, to the effect that the decision of the Court of Error in the case of *Kingsford & Swinford* v. *Merry*, was grounded on an erroneous report of the facts, totally different from the facts presented to the Chief Baron on the trial, and to the Court of Exchequer on the argument of the rule, and which erroneous report the Court said was in itself utterly unintelligible. This statement will probably have the effect of moderating the alarm which was in a great measure the cause of the meeting on Monday, and of the resolutions adopted on that occasion.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	218 16	217½	216 17½	216	217½
3 per Cent. Red. Ann.	94¼ 4 3⅞	93⅞ ⅜	93½ ⅞	93⅛ 4	93⅛ 4¼	93⅞ 4
3 per Cent. Cons. Ann.	93⅜ ⅝ ½	93½ ⅜ ⅝	93⅝ ½	93½ ⅜	93⅜ ½ ⅜	93½ ⅜ ½
New 3 per Cent. Ann.	94¼ ⅜ ¼	94¼ 4 3⅜	94⅜ ½	94¼	94¼ ⅜ ⅜	94⅜ ½
New 2½ per Cent. Ann.	...	78	...	...	...	76½
Omnium	...	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	2⅛ 15-16	...	2⅞	...	2⅞	2⅞
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	...	2⅛ 9-16	...
Do. 30 yrs. (exp. April 5, 1885)	...	...	18 1-16	18 1-16	...	18
India Stock	221	...	...	220	220	220
India Bonds (£1,000)	...	...	1s. pm.	...	2s. pm.	1 dis.
Do. (under £1,000)	...	1s. dis.	2s. pm.	...	1s. dis.	...
Exch. Bills (£1,000)	2s. pm.	2s. pm.	2s. pm.	2s. pm.	2s. pm.	...
Exch. Bills (£500)	2s. pm.	2s. pm.	...	2s. dis.	2s. pm.	...
Exch. Bills (Small)	2s. pm.	1s. dis.	1s. dis.	2s. dis.	2s. pm.	2s. pm.
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	...	98⅞ 9	99⅛	98⅞	99⅞ 8⅞	99⅛

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	93½ 2½	92½	92½	...	...	...
Caledonian	...	61⅛	61⅛ ¼ 1	...	61	...
Chester and Holyhead	...	37⅝	...	37½ ⅝	...	37
East Anglian	...	19⅞	...	...	...	...
Eastern Counties	9⅜	9⅜	9⅝	9⅜	9⅜ ⅜ ⅛	9⅝
Eastern Union A stock	...	...	...	...	44	...
East Lancashire	...	94⅝ ⅛	94	94½	...	...
Edinburgh and Glasgow	...	...	...	54½	...	...
Edin., Perth, & Dundee	...	...	...	...	35	34½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	92	...	91½ 2 1½	...	92	91⅛ ⅝
Gt. South & West. (Ire.)	...	...	...	...	...	...
Great Western	66½	66 5⅛ ¼	65⅝	66¼ 5⅛ ⅜	66¼ 6	65⅝ ⅜
Lancashire & Yorkshire	96⅞ ⅜	96⅛ ⅜ ¼	96⅛ ¼	96⅝	96⅜	96
Lon., Brighton, & S. Coast	112 13½	113⅜	113½ 13	113½ 13	112⅝	113
London & North Western	106¼ 6	106¼ ⅞	106	106¼ ⅜ ⅛	106⅜ ⅜	106⅜ ⅛ ¼
London and S. Western	107½ 7	107⅝	107⅛ 7	107½	107⅝	107
Man., Shef., and Lincoln	34	34	34	...	...	34½
Midland	82⅜ ½	82¼ ½ ¼	82¼ ⅛ ½	82⅛ ⅜ ¼	82⅛ ⅜ ⅜	82¼ ½
Norfolk	52⅜ ¼	...	52	...	...	...
North British	...	39½	...	39½	39½	...
North Eastern (Berwick)	84½	84 3½	83⅜ 4	84¼ 4	84	84
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	...	...	27½	27½	...
Scottish Central	108	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	49	...	...	...	...	50
South-Eastern	74⅛	...	74¼	...	74¼	74¼
South-Wales	...	85½	85½	85½	85½ 5	85 1-2

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 17TH DAY OF JANUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,976,935	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,501,935
		Silver Bullion	—
	£23,976,925		£23,976,935

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuities. . .	11,550,467
Rest	3,379,903	Other Securities . .	16,586,201
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	3,397,114	Notes	4,513,900
Other Deposits . .	11,075,931	Gold and Silver Coin .	608,474
Seven day & other Bills	853,094		
	£33,259,042		£33,259,042

Dated the 22nd day of Jan., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

TUESDAY, *Jan.* 20, 1857.

COMMISSIONER FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

THURSFIELD, JOHN HUNT, Gent., Wednesbury, Staffordsh. July 10, 1856.

Bankrupts.

TUESDAY, *Jan.* 20, 1857.

BALSHAW, WILLIAM, Joiner & Builder, Liverpool. Feb. 4 & Mar. 4, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Payne, Harrington-st., Liverpool. *Pet.* Jan. 16.

CLARKE, FREDERICK JAMES, Baker, Clapham. Jan. 30, at 1, & Feb. 27, at 11; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Hewitt, Nicholas-lane. *Pet.* Jan. 16.

DANGER, JOHN (J. Danger & Co.), Leather Factor, Yatton, Bristol. Feb. 3 & Mar. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol. *Pet.* Jan. 13.

GEORGE, CHARLES, Grocer, Weston-super-Mare, Somerset. Feb. 3 & Mar. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Stanley & Washbrough, Bristol. *Pet.* Jan. 13.

HODGSON, GILBERT, & WILLIAM ATCHESON, Timber Merchants, Sunderland. Feb. 10 at 11, & Mar. 6 at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Harle, Bush, & Gaskell, 20 Southampton-Bldgs, Chancery-lane, London; and 2 Butcher-bank, Newcastle-upon-Tyne. *Pet. for Arrangt.* Oct. 10.

HORSFALL, JONATHAN WRIGHT, Commission Agent, Leeds. Feb. 2 & Mar. 2, at 11.30; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sol.* Prest, Leeds. *Pet.* Jan. 10.

JONES, WILLIAM BURROW, Pastry Cook, 5, St. Augustine's-parade, Bristol. Feb. 3 & Mar. 10, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Ley King, Bristol. *Pet.* Jan. 17.

PINCHES, THOMAS, Builder, Walsall, Stafford. Feb. 4, at 11, & Feb. 23, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Wilkinson, jun., Walsall; James, Birmingham. *Pet.* Jan. 15.

POLAND, JOHN (Poland & Co.), Wholesale Milliner, 42 Hart-st., Bloomsbury, and 13 and 14 Mount-st., Whitechapel-rd. Jan. 30, at 1, & Feb. 27, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrence, Smith, & Fawdon, 12 Bread-st., Cheapside. *Pet.* Jan. 8.

REES, ANN, Grocer, Llanelly, Carmarthen. Feb. 3 & Mar. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Stanley & Wasbrough, Bristol. *Pet.* Jan. 7.

SANDHAM, GEORGE, Cotton Spinner, Carr Mill, Newchurch, Rosendale, Lancaster. Jan. 30 & Feb. 20, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Cobbet & Wheeler, Cooper-st., Manchester. *Pet.* Jan. 12.

TAYLOR, ALFRED, Builder, Wednesbury, Stafford. Feb. 6 & 20, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Hodgson & Allen, Birmingham. *Pet.* Dec. 11.

TURNER, JAMES, Oil & Grease Merchant, Newcastle-upon-Tyne. Feb. 3, at 11. & Mar. 4, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Hoyle, Newcastle-upon-Tyne; Crosby, 3 Church-court, Old Jewry, London. *Pet.* Jan. 14.

FRIDAY, *Jan.* 23, 1857.

BALL, GEORGE, Plumber, New Lenton, Nottingham. Feb. 10 & Mar. 3, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Coope, Nottingham; Marrison, & Wood, Birmingham. *Pet.* Jan. 15.

CANTELLI, THOMAS, Railway Grease Manufacturer, 4 Rivers-ter., York-rd, King's-cross. Feb. 6, at 1; Mar. 3, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Wright & Bonner, 15 London-st., Fenchurch-st. *Pet.* Dec. 18.

DEEKS, GEORGE, Auctioneer, 6 Pembridge-villas, Westbourne-grove, Bayswater. Feb. 3, at 1; Mar. 3, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Davis, 5 Arundel-st., Strand. *Pet.* Nov. 24.

DICKINSON, WILLIAM HENRY, Table-knife Manufacturer, Sheffield. Feb. 7 & Mar. 21, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Broadbent, Sheffield. *Pet.* Jan. 17.

DICKSON, JOHN, Builder, 206 Fleet-st.; Swansea, Glamorgan; and Wellington, Salop. Feb. 3, at 11.30; Mar. 3, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* King & George, 35 King-st., Cheapside. *Pet.* Jan. 20.

JONES, HENRY FREDERICK, Merchant, (H. F. Jörss & Co.), Manchester. Feb. 12 & Mar. 5, at 12; Manchester. *Off. Ass.* Herniman. *Sol.* Stead, Princess-st., Manchester. *Pet.* Jan. 19.

LADD, JOHN, Builder, Liverpool. Feb. 5 & Mar. 5, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Pemberton, Liverpool. *Pet.* Jan. 12.

MORLEY, JOHN, Joiner, Sneinton and Nottingham, Nottinghamshire. Feb. 10 & Mar. 3, at 10.30; Nottingham *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Coope, Nottingham. *Pet.* Jan. 20.

SCHOFIELD, JAMES, Tailor, Ashton-under-Lyne. Feb. 3 & Mar. 3, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Brooks & Marshall, Ashton-under-Lyne.

TOWAN, STEPHEN, Currier, 13 Buckwell-st., Plymouth. Feb. 2 & Mar. 2, at 10; Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Elworthy, Plymouth. *Pet.* Jan. 20.

WALTERS, JOSEPH, Hatter, Northampton. Feb. 6 & Mar. 6, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Reed, Langford, & Marsden, 59 Friday-st.; Jeffery, Northampton. *Pet.* Jan. 19.

WHITE, EDWARD, Stock & Share Broker, Cushion-ct., Old Broad-st. Feb. 3, at 2.30; Mar. 3, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Linklater & Hackwood, 17 Size-lane, Bucklersbury. *Pet.* Jan. 10.

MEETINGS.

TUESDAY, *Jan.* 20, 1857.

CLARKE, JOHN, Surgeon, 10 New Cavendish-st., Portland-pl., and 37 Upper Marylebone-st. Feb. 11, at 1; Basinghall-st. *Com.* Fonblanque. *Dir.*

EVANS, JAMES, & GEORGE DAVEY, Iron Masters, Britton Ferry Iron Works, Glamorgan. Feb. 19, at 11; Bristol. *Com.* Hill. *Final Dir.*

PARKER, ALEXANDER SMITH, Draper, 9 Buckland-st., Plymouth. Feb. 2, at 10; Plymouth. *Com.* Bere. *Aud. Acc. & Pref. of Dbts.*

SALKELD, THOMAS, Warehouseman, Basinghall-st. Feb. 11, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

SEAWARD, FRANCIS, Licensed Carman, 2 Abchurch-yard, Abchurch-lane. Feb. 10, at 11; Basinghall-st. *Com.* Fonblanque. *Dir.*

STUART, WILLIAM CHARLES, Tailor, Cambridge. Feb. 11, at 1; Basinghall-st. *Com.* Fonblanque. *Dir.*

TAYLOR, JAMES, Drugget Manufacturer, Balladen Mill, Rawtenstall, and Midgehole Mills, Helmshore, Forest of Rossendale. Feb. 12, at 12; Manchester. *Com.* Skirrow. *Dir.*

WALKER, EMERY, Coach-builder, 18 Blomfield-st., Harrow-rd., and Charles-mews, Charles-st., Westbourne-ter. Feb. 14, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

FRIDAY, *Jan.* 23, 1857.

ADAMS, SAMUEL (Samuel Adams & Co.), Banker, Ware. Feb. 13, at 1; Basinghall-st. *Com.* Fane. *Dir.*

BACK, CHARLES EDWARD, Grocer, 123 Tottenham-ct.-rd. Feb. 13, at 12; Basinghall-st. *Com.* Evans. *Dir.*

BIRTWISTLE, RICHARD, Innkeeper, Bury, Lancaster. Feb. 17, at 12; Manchester. *Com.* Jemmett. *First dir.*

BROWN, JOHN WALKER, Upholsterer, 48 Sloane-st. Feb. 13, at 11.30; Basinghall-st. *Com.* Evans. *Dir.*

COLBORNE, JOHN HAYWARD, Draper, Poole. Feb. 13, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

EYKE, JOSEPH, & RICHARD WHIFFIN, Carmen, George-yd., Milton-st. Feb. 4, at 1: Basinghall-st. *Com.* Fonblanque. *Dir.*

FOORD, JAMES, Licensed Victualler, Eagle Tavern, Charlton, Dover. Feb. 4, at 2; Basinghall-st. *Com.* Fonblanque. *Last Ex.*

HADWEN, ISAAC JAMES, & JAMES LAMONT MACGREGOR (Hadwen, Macgregor & Co.), Merchants, Liverpool and Havannah. Feb. 19, at 11; Liverpool. *Com.* Stevenson. *Dir.* Joint est.; and on Feb. 20, at 11, *dit.* sep. est. I. J. Hadwen.

HONEY, MAXFIELD, Grocer, Maidstone. Feb. 16, at 11; Basinghall-st. *Com.* Goulburn. *Fur. dir.*

LOWE, JOHN, Merchant, Manchester. Feb. 18, at 12; *Com.* Jemmett. *Dir.*

POLAND, PETER, & EVAN BARNETT MEREDITH, Furriers, Bread-st., Cheapside. Feb. 13, at 11; Basinghall-st. *Com.* Evans. *Dir.*

POLLACK, EDWARD, Sugar Refiner, Fieldgate-st. Feb. 14, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

WATNEY, JOHN, Baker, Wimbledon. Feb. 13, at 11; Basinghall-st. *Com.* Evans. *Dir.*

WINFIELD, THOMAS WILLIAM, & FREDERICK CHARLES CLARKE, Factors, Birmingham Feb. 16, at 10.30; Birmingham. *Com.* Balguy. *Dir.*

DIVIDENDS.

TUESDAY, *Jan.* 20, 1857.

ADDEY, HENRY MARKINFIELD, Bookseller, 21 Old Bond-st. Third, 1*s.*, and 5*s.* on new proofs. *Edwards*, 1 Sambrook-ct., Basinghall-st., Wednesday next and three subsequent Wednesdays, 11 & 2.

BROWN, IBBS WILLIAM HODGES, Dealer in Horses, Little Bowden, Northampton. First, 20*s.* *Edwards*, 1 Sambrook-ct., Basinghall-st., Wednesday next and three subsequent Wednesdays, 11 & 2.

BROWNHILL, JOHN, Shoemaker, Tipton, Stafford. First, 4*d.* *Christie*, 37 Waterloo-st., Birmingham, any Thursday, 11 & 3.

GIFFIN, JAMES, & JOSEPH GIFFIN, Saddlers, Church-st., Hackney, and Diddington-pl., Caledonian-rd. First, 3½*d.*, sep. est. James Giffin. *Edwards*, 1 Sambrook-ct., Basinghall-st., Wednesday next and three subsequent Wednesdays, 11 & 2.

GLENN, JOHN, Builder, 12 Cambridge-ter., Liverpool-rd. First, 3¾*d.* *Lee*, 20 Aldermanbury, Wednesday next, 11 & 2.

HARTSHORNE, GEORGE, & GEORGE HARTSHORNE, jun., Ironmongers, 37 Great Dover-st., Borough. First, 4*s.*, sep. est. G. Hartshorne, sen. *Edwards*, 1 Sambrook-ct., Basinghall-st., Wednesday next and three subsequent Wednesdays, 11 & 2.

LINNIT, JOHN, Goldsmith, Argyl-pl., Regent-st. Third, 8½*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st., Wednesday next and three subsequent Wednesdays, 11 & 2.

M'LEAN, GEORGE ALEXANDER, Tailor, 263 High Holborn. Second, 7*d.*, and 3*s.* 1*d.* on new proofs. *Edwards*, 1 Sambrook-ct., Basinghall-st, Wednesday next and three subsequent Wednesdays, 11 & 2.

ASPDIN, WILLIAM, & AUGUSTUS WILLIAM ORD, Cement Manufacturers, Gateshead & London. First, 20*s.*, sep. est. A. W. Ord. *Baker*, Royal Arcade, Newcastle-upon-Tyne, any Saturday, 10 & 3.

SEWELL, JOSEPH DIXON, & THOMAS PATTISON, Chemists, Newcastle-upon-Tyne. First and final div., sep. est. T. Pattison, 8*d.* *Baker*, Royal Arcade, Newcastle-upon-Tyne, any Saturday, 10 & 3.

STEVENS, THOMAS BROOK BRIDGES, Bill Broker, 49 Pall Mall. First, 2½*d.* *Lee*, 20 Aldermanbury, Wednesday next, 11 & 2.

WILSON, JOHN, Corn and Coal Dealer, Barking. First, 1*s.* 11*d.* *Edwards*, 1 Sambrook-court, Basinghall-st., Wednesday next and three subsequent Wednesdays, 11 & 2.

FRIDAY, *Jan.* 23, 1857.

DYER, HENRY HAWKEN, Grocer, Boscastle, Cornwall. Fur. div. 1*s.* 1*d.* *Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

JOHNSON, LYDIA, Nail Manufacturer, Duffield. First, 1*s.* 2*d.* *Harris*, Middle-pavement, Nottingham, on Jan. 19, and three following Mondays, 11 & 3.

NEWMARCH, GEORGE, Hatter, Nottingham. First, 4*s.* *Harris*, Middle-pavement, Nottingham, on Jan. 19, and three following Mondays, 11 & 3.

PARTRIDGE, JOSEPH, Corn Factor, Wednesbury Oak, Tipton, Stafford. 2*s.* 7½*d.* *Bittleston*, 29 Waterloo-st., Birmingham, on Jan. 22, or any subsequent alternate Thursday, 11 & 3.

ROLLANSON, JOHN, & JACOB STANLEY LISTER, Ironmasters, Moxley Ironworks, Bilston, Staffordshire. 2¾*d.* on joint estate, and 3*s.* 2*d.* on sep. est. of Lister. *Bittleston*, 29 Waterloo-st., Birmingham, Jan. 22, or any subsequent alternate Thursday, 11 & 3.

THOMAS, DAVID, Grocer, 47 Bedford-st., Plymouth. First, 6*s.* 8*d.* *Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shewn on Day of Meeting.*

TUESDAY, *Jan* 20, 1857.

BUCKLER, DAVID, Builder, Birmingham. Feb. 12, at 10; Birmingham.

HADWEN, ISAAC JAMES, & JAMES LAMONT M'GREGOR (Hawden, M'Gregor & Co.), Merchants, Liverpool, and Havannah, in the island of Cuba. Feb. 13, at 12; Liverpool.

METCALFE, JOHN THOMAS & GEORGE METCALFE (James Metcalfe & Sons), Canvas Merchants, 52 & 53 Bow-lane, and Farnham, Surrey. Feb. 11, at 12; Basinghall-st.

ROBSON, CHARLES OSWALD, Wharfinger, Belmont Wharf, York-road, King's-cross. Feb. 11, at 11; Basinghall-st.

SEAWARD, FRANCIS, Licensed Carman, 2 Abchurch-yard, Abchurch-lane. Feb. 11, at 1; Basinghall-st.

STEVENSON, JAMES, Brewer, Vauxhall Brewery, Wandsworth-rd., formerly of Stowmarket, Suffolk, Confectioner. Feb. 11, at 11.30; Basinghall-st.

THOMAS, OWEN, Tailor, Manchester. Feb. 11. at 12; Manchester.

FRIDAY, *Jan.* 23, 1857.

BARFOOT, JOHN, Cattle Salesman, North Stoneham, Hants. Feb. 14, at 12. Basinghall-st.

CHAPMAN, SAMUEL PALMER, Grocer, Lincoln. Mar. 25, at 12. Kingston-upon-Hull.

JACKSON, ROBERT, jun., Licensed Victualler, Lincoln. Feb. 18, at 12. Kingston-upon-Hull.

LANGLEY, DAVID, Publican, Black Horse Inn, Kingsmead-sq., Bath. Mar. 3, at 11. Bristol.

LOSE, JAMES EDWARD, Builder, Cricklewood, Middlesex. Feb. 13, at 11.30. Basinghall-st.

RADNOR, ROBERT, Maltster, Presteign, Radnor. Feb. 24, at 11. Bristol.

RICHARDS, BENJAMIN, Sail Maker, Newport, Monmouth. Mar. 3, at 11. Bristol.

ROBERTSON, CHARLOTTE, Licensed Victualler, Queen Catherine, 4 Brook-st., Ratcliffe. Feb. 14, at 1. Basinghall-st.

THOMAS, THOMAS, Milliner, Manchester. Feb. 16, at 12. Manchester.

VAYRO, JOHN, Linendraper, Ripon. Feb. 17, at 11. Leeds.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Jan.* 20, 1857.

BELL, RICHARD, Contractor, 17 Gracechurch-st. Jan. 14, 2nd Class, to be suspended for 6 mos. from Oct. 18, 1856.

BRINDLEY, THOMAS, Grocer, Uttoxeter, Stafford. Jan. 15, 3rd Class.

ENSOLL, LOUIS, Linendraper, Great Titchfield-st. Jan. 14, 2nd Class.

GIBBS, THOMAS, Publican, Burslem, Stafford. Jan. 15, 2nd Class.

HUMPHRIES, WILLIAM, Innkeeper, Brierly-hill, Kingswinford, Stafford. Jan. 15, 2nd Class.

MACLEAN, ROBERT, Licensed Victualler, Liverpool. Jan. 13, 3rd Class.

PAGE, ALFRED, Boot Manufacturer, 31 Baker-st., Portman-sq. Jan. 14, 2nd Class.

SEARELL, ALLEN, Miller, Furzeley Mill, Ashburton, Devon. Jan. 14, 2nd Class.

SLOCOMBE, RICHARD, Farmer, Kentisbury, Devon, Jan. 14. 1st Class.

WOOD, JAMES, Grocer, Wolverhampton. Jan. 15, 2nd Class.

WOODS, SAMUEL, Builder, Weybridge. Jan. 14, 3rd Class, to be suspended for 9 mos. from Oct. 13, 1856.

FRIDAY, *Jan.* 23, 1857.

DIXON, WILLIAM, & GEORGE MIDDLETON, Dyers, Morley, York. 3rd Class, Jan. 20.

DORRINGTON, THOMAS, Woollen Merchant, 2 Durham-pl., Grange-rd., Dalston. 2nd Class, Jan. 16.

PRATT, JAMES, & CHARLES ABSON, Earthenware Manufacturers, Castleford, York. 1st Class to Abson, Jan. 19.

TURNER, WILLIAM, Licensed Victualler, Bricklayers' Arms, 34 King-st., Golden-sq. 2nd Class, after suspension of 1 year, Jan. 1.

WALKER, EMERY, Coach Builder, 18 Bloomfield-st., Harrow-rd., and Charles-st., Westbourne-ter. 2nd Class Jan. 16.

Insolbents.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *Jan.* 6, 1857.

BACCHUS, EDWARD, Baker, 4 South-front, Kingsland-pl., Southampton. Jan. 23. at 10; Southampton.

CARLILE, WILLIAM, Horse Trainer, Buckfastleigh, Devon. Jan. 29, at 11; Totness.

DAVID, THOMAS, Licensed Victualler, and in partnership with W. Davies, under firm of T. & W. Davies, Joiners, Watergate Tavern and Linen-hall-st. Feb 4, at 10; Chester.

DESFORGES, SAMUEL, Watchmaker, Spilsby, Lincolnshire. Feb. 6, at 1.30; Spilsby.

FLETCHER, ANN, Widow, 47 Ruding-st., Blackfriars, Leicester. Jan. 21, at 10; Leicester.

HEALEY, JOHN, Lithographer, Handbridge, St. Mary-on-the-Hill, Chester. Feb. 4, at 10; Chester.

HINTON, GEORGE PULLIN, Attorney-at-law, 2 Paul-st., Kingsdown, Westbury-upon-Trym, and 5 Exchange-bldgs., Bristol. Feb. 11, at 10.30; Bristol.

MEAD, FRANCIS, Morebath, Devon. Jan. 15, at 11; Tiverton.

MOSS, EDWARD, Saddler, Bromyard, Hereford. Jan. 23, at 11; Bromyard.

REES, THOMAS, Farmer, Llansamlet, Glamorgan. Jan. 19, at 10; Neath.

SHAW, ROBERT, Traveller, 4 Lansdown-ter., Lower Broughton, Manchester. Jan. 13, at 10; Salford.

SMITH, ANN, Widow, 13 Hillfield-parade, Gloucester. Jan. 22, at 10; Gloucester.

TURNER, JOHN, Licensed Victualler, Old Fore-st., Sidmouth. Jan. 21, at 11; Honiton.

WALL, BENJAMIN, Journeyman Printer, Mardol, Shrewsbury. Jan. 27, at 10; Shrewsbury.

WILDING, JAMES, Mardol, Shrewsbury. Jan. 27, at 10; Shrewsbury.

WILLIAMS, THOMAS CHARLES, Picture Cleaner, 7 St. Aldate-st., Gloucester. Jan. 22, at 10; Gloucester.

FRIDAY, *Jan.* 9, 1857.

COULSON, JOSEPH, Turner, York. Jan. 26, at 9; York Castle.

CRANE, WILLIAM, Bricklayer, Harwich. Jan. 28, at 12; Harwich.

DODGSON, WILLIAM, Spinner in a Cotton Factory, Carlton, Skipton. Jan. 23, at 11; Skipton.

HILL, CHARLES, Hay Dealer, Swansea. Jan. 21, at 10; Swansea.

HOBILL, WILLIAM, Horse Breaker, Desford. Jan. 22. at 12; Market Bosworth.

LONGDEN, RICHARD, Grocer, Belper. Jan. 22. at 10; Belper.

MACKENZIE, JOHN WM., Book Agent, Diss. Jan. 19. at 1; Eye.

PALMER, WILLIAM BALLS, Auctioneer, Lowestoft. Jan. 21, at 2; Lowestoft.

RABBINOWITZ, ALEXANDER, Tobacconist, Lowestoft. Jan. 21, at 2; Lowestoft.

RICHARDS, WM., Colliery Renter, Cefn Hirgoed. Jan. 16, at 10; Bridgend.

TUESDAY, *Jan.* 13, 1857.

COLCLOUGH, WILLIAM, sen., Musician, 5 Furnace-rd., Stafford. Jan 30, at 10; Stoke-upon-Trent.

GREY, GILBERT, Superintendent of Corporation Weighhouse, Shieldfield, Newcastle-upon-Tyne. Feb. 10, at 1; Newcastle.

HARPER, JOHN WYLDE, Grocer, Crudgington, Salop. Jan. 23, at 10; Wellington.

JOHNSON, JOSEPH THOMAS, Tailor, 12 Lower St. Michael's-hill, Bristol. Feb. 11, at 10.30; Bristol.

LACEY, SOLOMON, Farmer, Park-farm, Bradenham, Buckinghamshire. Jan. 15, at 11; High Wycombe.

MILLS, GEORGE, Baker, Beaconsfield. Jan. 15, at 11; High Wycombe.

FRIDAY, *Jan.* 16. 1857.

ASTON, THOMAS, Fish Curer, 95 Christian-st., Liverpool. Jan. 27, at 12, Liverpool.

BRIGHT, ALFRED, Journeyman Upholsterer, 9 Park-row, Easton-rd., Bristol. Feb. 18, at 10.30; Bristol.

BROWN, WILLIAM, Farmer, Hatton-heath, Saighton. Feb. 4, at 10; Chester.

BURROWS, WILLIAM, Tonbridge-ware Maker, 104 Saint James's-st., Brighton. Jan. 24, at 10; Brighton.

BUSHELL, FREDERICK WILLIAM, jun., out of business, Upton Grey, near Odiham. Jan. 24, at 10; Basingstoke.

EVANS, JOHN, Journeyman Blacksmith, Skinner-st., Aberystwith. Jan. 28, at 1; Aberystwith.

FAZAKERLEY, RICHARD, Retailer of Beer, 96 Chester-rd., Hulme, Manchester. Feb. 16, at 12; Manchester.

FIELD, JOHN, out of business, 96 Devonshire-st., Sheffield. Feb. 4, at 12; Sheffield.

JONES, ISAAC, Boot and Shoe Maker, Uzmaston, Pembroke. Jan. 27, at 10; Haverfordwest.

JORDAN, RICHARD, Agent for Sale of Artificial Manure, 6 Zion-ter., East-rd., Cambridge. Jan. 27, at 10; Cambridge.

LILL, ROBERT, Builder, 2 Eden-pl., Lincoln. Feb. 3, at 12; Lincoln.

MANSFIELD, JAMES, Publican, Prince Albert Public-house, Chesterton, Cambridgeshire. Jan. 27, at 10; Cambridge.

MATHEWS, GEORGE, Commercial Traveller, 3 Whitfield-ter., Everton, Liverpool. Jan. 27, at 12; Liverpool.

PARKER, ROBERT CLISBY, Tailor's Assistant, 19 King-st., Queen-sq., Bristol. Feb. 11, at 10.30; Bristol.

ROE, ROBERT, Letter of Machines and Drillman, New Fishborne, Sussex. Feb. 11, at 11; Chichester.

SANDFORD, EDWARD, Confectioner, 531 Rochdale-rd. Feb. 2, at 12; Manchester.

WEBB, THOMAS, Carpenter, Wexham-st. Wexham, Bucks. Feb. 6, at 11; Windsor.

TUESDAY, *Jan.* 20, 1857.

BARKER, WILLIAM, 19 Napier-st., Toxteth-park, Liverpool, in copartnership with J. Feddern & Co., Shipwrights, 46 Simpson-st., Liverpool. Jan. 27, at 12; Liverpool.

EMSALL, JAMES, Greengrocer, formerly of Halifax, now of 14 Upper Brunswick-st., out of business. Jan. 30, at 10.30; Huddersfield.

FEDDERN, JOHN, 12 Washington-st., lately carrying on business in copartnership with William Barker, under style of J. Feddern & Co., Shipwrights, 46 Simpson-st., Liverpool. Jan. 27, at 12; Liverpool.

GRIST, SAMUEL, Upholsterer, 6 Angel-st., Cardiff. Feb. 18, at 10; Cardiff.

HARRIES, DANIEL, Collier, Pontyddrynen, Rhymney, Glamorgan. Feb. 13, at 10; Merthyr Tydvil.

JOHNSON, JONATHAN, Carrier, Wainfleet All Saints, Lincoln. Feb. 6, at 1.30; Spilsby.

KINGCOTT, SILVESTER, Butcher, Cleverham, Yatton. Feb. 4, at 10.30; Bristol.

MACREADY, PETER, Artist's Assistant, 20 Hart-st., Manchester. Feb. 16, at 12; Manchester.

PEARSON, FREDERICK, Draper, Boston, Lincoln. Feb. 5, at 12; Boston.

PLANT, HENRY, Commercial Traveller, 73 Great Colmore-st., Birmingham. Jan. 27, at 12; Liverpool.

RICKARBY, JOHN, Bricksetter, 12 Harford-st. Jan. 27, at 12; Liverpool.

SWANN, JOSIAH, Provision Dealer, 55 Melbourne-st., Hulme, Lancaster. Feb. 16, at 12; Manchester.

TONGUE, JOHN, Commercial Traveller, Lett-st., Stalybridge, Lancaster Jan. 29, at 12; Ashton-under-Lyne

TUCKER JAMES, Butcher, 21 Christina-st., Cardiff. Feb. 18, at 10; Cardiff.
WILMOT, ROBERT THOMAS, Carpenter, 56 Milk-st., Bristol. Feb. 25, at 10.30; Bristol.

FRIDAY, *Jan.* 23, 1857.

ALBON, JAMES, Eating-house-keeper, 24 Blackfriar-gate, Kingston-upon-Hull. Feb. 6, at 10; Kingston-upon-Hull.
ALEXANDER, AMBROSE, Carpenter, Ramsbury, Wilts. Feb. 13, at 1; Hungerford.
CHEVERST, HEZEKIAH, Potato Salesman, Meopham, Kent. Feb. 6, at 10; Gravesend.
HARWOOD, CHARLES PAUL, Milliner, 19 Myton-gate, Kingston-upon-Hull. Feb. 6, at 10; Kingston-upon-Hull.
HOLDEN, WILLIAM DIXON, Farmer, Rose-hill, Lickey, Bromsgrove. Feb. 16, at 11; Bromsgrove.
HOOPER, SAMUEL, Clerk to a Solicitor, 10 Grace-st., Caledonian-rd., Middlesex. Feb. 6, at 10; Gravesend.
KIRK, JOHN, Farmer, Kirkby-upon-Bain, Horncastle. Feb. 4, at 10.30; Horncastle.
M'CORMICK, WILLIAM, Traveller, Lostock-lane, Stretford, Lancaster. Feb. 16, at 12; Manchester.
MORGAN, JAMES, Boatman, Goytrey, Monmouth. Feb. 9, at 12; Usk.
PARSONAGE, HENRY, out of business, Lickey, Bromsgrove, Worcester. Feb. 16, at 11; Bromsgrove.
ROBINSON, THOMAS, sen., 35 Cirencester-pl., Portland-rd., Marylebone. Feb. 10, at 12; Swindon.
SHAPTON, CHRISTOPHER, Officer of Borough Gaol of Liverpool, Gaol-st., Walton-on-the-Hill, Lancaster. Feb. 3, at 12; Liverpool.
SLADEN, SAMPSON, Schoolmaster, Left Kiln-st., Spotland-rd., Rochdale. Feb. 5, at Rochdale.
STAPLEY, ALFRED, Carpenter, Mount Ephraim, Tonbridge Wells. Feb. 12, at 10; Tonbridge Wells.
WHEATLEY, FRANK, Hotel Porter, 6 Rigg's Gallery, Queen-st., Kingston-upon-Hull. Feb. 6, at 10; Kingston-upon-Hull.
WILLIAMS, DAVID HUGH, Warehouseman, 1 Hope-st., Liverpool. Feb. 3, at 12; Liverpool.

DIVIDENDS.

TUESDAY, *Jan.* 20, 1857.

Receivable at Provisional Assignees' Office, PORTUGAL-ST., *between* 11 & 3.

BROWNE, ALFRED, Dealer in Watch and Clock Materials, 2 Meredith-st., Clerkenwell. 2*s.* 6½*d.*
CLARKE, JOHN HAYHOE, Builder, Bridge House, Stamford-hill. 1*s.* 0¾*d.*
FLETCHER, THOMAS, 60 Shaftesbury-st., Hoxton. 4*s.* 9*d.*
GRACE, WILLIAM, jun., Cheesemonger, 11 Melbourne-pl., Old Kent-rd. 11*d.*
MORGAN, THOMAS, Grocer, 1 Upper Southampton-st., Pentonville. 1*s.* 5¾*d.*
POOLE, JOSEPH, Pork Butcher, Mansfield-rd., Nottingham. 1*s.*

At COUNTY COURT OFFICE, GAINSBOROUGH, *between* 10 & 4.

CURTIS, ELIZABETH, Widow, Laughterton, Kettlethorpe, Lincoln. First and final div., 4¾*d.*

At COUNTY COURT, CHESHAM, *at Office of Mr.* FRANCIS, *Official Assignee.*

TOMKINS, JOHN, Plumber, High-st., Great Berkhampstead. 4*s.* 4¼*d.*

FRIDAY, *Jan.* 23, 1857.

HAWKSLEY, CHARLES, Sherwood Rise, Basford, Nottinghamshire. First 2*d.*
PATCHITT, Petergate, Nottingham.

MEETING.

TUESDAY, *Jan.* 20, 1857.

HOTHAM, WM. BEAUMONT, Publican, St. Martin's, Stamford Baron, Lincolnshire. Feb. 6, at 12; at office of W. F. Law, Stamford. To assent to, or dissent from, the compromise of a suit in Chancery.

FRIDAY, *Jan.* 23, 1857.

CARTER, THOMAS, Bricklayer, Tetford, Horncastle. Feb. 4, at 11. *Div.*
MARSHALL, ROBERT, Innkeeper, West Ashby, Horncastle. Feb. 4, at 11; Horncastle. *Div.*
WRIGHT, FRANCIS, Boarding-school Proprietor, Trowbridge, Wilts Feb. 11, at 12; Marlborough. *Fur. ex.*

Assignments for Benefit of Creditors.

TUESDAY, *Jan.* 20, 1857.

BACKHOUSE, DANIEL, & JOSHUA WOODCOCK, Dyers, Leeds. Jan. 8. *Trustees*, J. Marshall, Gent., Horsforth-hall, Guiseley; F. Hoerle, Gent., Huddersfield. *Sols.* J. & H. Richardson & Gaunt, 11 Albion-st., Leeds.
BASTICK, WILLIAM, Clothier, High-st., Woolwich, Kent. Jan. 16. *Trustee*, D. Davies, Wholesale Clothier, Bread-st., Cheapside; M. M'George, Warehouseman, Friday-st. *Sol.* Steinberg, 61 Watling-st.
JACOBS, ELIZA, Widow, Ilminster, Somerset. Dec. 27. *Trustees*, Jessie Dellen, Widow, Eames's-mill, Ilminster; R. Farnham, Miller, Donyatt. *Sol.* Langworthy, Ilminster.
LAWSON, WILLIAM SIMPSON, Grocer, 22 Bucklersbury, and 8 Paragon, New Kent-rd. Dec. 29. *Trustees*, H. W. Peck, Tea Dealer, Eastcheap; J. Hardcastle, Colonial Broker, Eastcheap. *Sol.* Overbury, 4 Frederick's-pl., Old Jewry.
MAYGER, LEWIS CHAPMAN, Victualler, Charing, Kent. Jan. 13. *Trustees*, W. Loud, Brewer, and G. H. Andrews, Wine Merchant, Ashford. *Sol.* Kingsford, Ashford.
MURRAY, JOHN, Confectioner, Liverpool. Jan. 1. *Trustee*, J. Crosfield, Wholesale Grocer, Liverpool. *Sol.* Woodburn, 6 York-bldgs., Dale-st., Liverpool.
PRINCE, JOHN, Baker, Derby. Dec. 22. *Trustees*, T. Clark, Corn Factor, Derby; F. Thorpe, Flour Agent, Derby. *Sol.* W. Allen, 2 Rotten-row, Derby.

FRIDAY, *Jan.* 23, 1857.

ALLEN, JOHN, Timber Dealer, Bristol. Jan. 15. *Trustees*, T. & G. M. Barnes, Timber Merchants, Bristol. *Sol.* Harwood, 17 Small-st., Bristol.
BASSNETT, JAMES, & THOMAS BASSNETT, (Bassnett & Sons), Opticians, Liverpool. Jan. 9. *Trustees*, W. Imray, Commission Agent; W. Wood, Optician, Liverpool. *Att.* Martin, 24 Devonshire-pl., Everton.
BAX, JOHN, & WILLIAM BAX, Grocers, Preston-st., Brighton. Dec. 8. *Trustee*, Thomas Holden, Wholesale Grocer, Brighton. *Sol.* Chalk, 68 Ship-st., Brighton.
BROWN, WILLIAM, Glass Bottle Manufacturer, Castleford, York. Jan. 15. *Trustees*, J. Wordsworth, Ironmonger, Pontefract; G. Shaw, Merchant, Allerton, Bywater; R. Heptinstall, Corn Merchant, Allerton Bywater. *Sol.* Bradley, Castleford.
CAMPBELL, WILLIAM, Publican, North Shields. Jan. 19. *Trustees*, C. Miller, Ironmonger, North Shields; C. Foot, Builder, Preston. *Sols.* P. & J. Armstrong, Newcastle-upon-Tyne.
CRAISTER, THOMAS, Shoemaker, Leeds. Jan. 9. *Trustee*, L. Hicks, Hosier, Leeds. *Sol.* Cariss, Leeds.
CROW, JAS. WM., Surgeon, Great Yarmouth. Jan. 15. *Trustee*, D. Pettingill, Auctioneer, Great Yarmouth. *Sols.* Worship & Squire, Great Yarmouth.
FEARNLEY, EDWARD, Grocer, Skipton, York. Jan. 16. *Trustees*, W. Wilkinson, Corn Dealer, Skipton; E. Robinson, Wholesale Grocer, Skipton. *Sol.* Brown, Skipton.
GRIERSON, JOHN, & BENJAMIN SHARP, Woollen Merchants, Huddersfield. Jan. 9. *Trustees*, J. Dodds & J. Lockwood, Woollen Merchants, Huddersfield. *Sol.* Bantoft, John William-st., Huddersfield.
HARRALD, WILLIAM, Butcher, Bury St. Edmunds. Dec. 31. *Trustees*, W. T. Simpson, Auctioneer, Bury St. Edmunds; E. Gould, gent., same place. *Sol.* Salmon, Bury St. Edmunds.
LANGFORD, GEORGE, Grocer, East Ilsley, Berks. Dec. 27. *Trustee*, J. Langford, Yeoman, West Shefford, Berks. *Sol.* Cave, Newbury.
LATHAM, THOMAS, & LEVI PARKER, Joiners, Burnley, Lancaster. Jan. 19. *Trustees*, W. Smith, Ironmonger, Burnley; T. West, Plumber, Burnley. *Sols.* Shaw, Sutcliffe, Tattersall, & Handsley, Burnley.
MARSHALL, BENJAMIN, & JAMES HOWDEN, Millers, North Collingham, Nottingham. Dec. 26. *Trustees*, C. Johnson, Land Agent, South Collingham; J. Stayley, Shopkeeper, of the same place. *Sol.* Hodgkinson, Newark-upon-Trent.
PAYTER, CHARLES, Publican, Claines, Worcester. Jan. 10. *Trustee*, W. Williams, Maltster, Worcester. *Sol.* Wilson, Worcester.
TAYLER, STEPHEN, Canvass Merchant, 42 Great Tower-st. Dec. 26. *Trustees*, D. Corsar, Manufacturer, Arbroath; E. Taylor, jun., Manufacturer, East Coker, Yeovil. *Sols.* Young & Plews, 29 Mark-lane.
WILKINSON, MATTHEW, Joiner, Hexham, Northumberland. Dec. 30. *Trustees*, M. Muse, Timber Merchant, Newcastle-upon-Tyne; J. Grey, Merchant, Hexham. *Sol.* Baty, Hexham.
WOODS, WILLIAM, Hook and Eye Manufacturer, 51 Union-st., Southwark. Jan. 17. *Trustees*, J. S. Margetson, Warehouseman, 16 Cheapside; W. Challis, Fancy Warehouseman, 5 Lamb's Conduit-st. *Sols.* King & George, 35 King-st., Cheapside.

Partnerships Dissolved.

TUESDAY, *Jan.* 20, 1857.

BLACKWELL, SAMUEL HOLDEN, & WILLIAM GREEN, (Corbyn's-hall Malleable Iron Company), Ironmasters, Corbyn's-hall Iron Works, Corbyn's-hall, Kingswinford, Stafford. Debts received and paid by S. H. Blackwell. Jan. 17.
BLYDE, JAMES, & JOHN BLYDE, Scissor Manufacturers, Sheffield, York. Accounts received and paid by John Blyde. Jan. 16.
CARTER, WILLIAM, & JOHN CARTER (who died Feb. 21, 1853), Wine Merchants, Howden and Kilpin, York, and since continued by W. Carter and the executors of J. Carter. Dec. 31.
CHADWICK, HITCHON, & EDMUND CHADWICK, Stone Masons, Burnley, Lancaster. Debts received and paid by H. Chadwick. Dec. 1.
COCKAYNE, THOMAS BAGSHAW, sen., & WILLIAM COCKAYNE, sen. (T. B. & W. Cockayne), Drapers, Angel-st., Sheffield. Carried on by T. B. Cockayne, jun., & W. B. Cockayne, jun., under same firm. Jan. 15.
CRAWLEY, GEORGE, & EDMUND MASTERS, Wine Merchants, 12 Mark-lane. Dec. 31.
CRAYMER, SAMUEL, & JOHN HENRY ELLIOT, Pickle Manufacturers, Castle-st., Bristol. Debts received and paid by S. Craymer. Jan. 17.
CUTLER, RICHARD, & THOMAS CUTLER (Richard Cutler & Son), Gun Manufacturers, Weaman-st., Birmingham. Debts received and discharged by T. Cutler, who continues business under same style. Jan. 12.
DEAN, JAMES DEARDEN, & EDWIN BENNETT NEWTON, Plumbers, Staleybridge, Chester. Debts received and paid by J. D. Dean. Jan. 16.
FENTON, JOSEPH, & GEORGE CLARKE SHORE, Merchants, Eyre-st., Sheffield. Jan. 16.
FINNIS, STERIKER, & AUSTIN NEAME, Timber Merchants, Dover. Debts received and paid by S. Finnis. Dec. 31.
FOWLER, JOHN, & ROBERT HYSLOP, Cordwainers, Leicester. Debts received and paid by R. Hyslop. Jan. 1.
GOODE, GEORGE, & THOMAS SHIRLEY (G. Goode & Co.), Silk Dyers, Smedley Vale, Manchester. Debts received and paid by G. Goode. Jan. 15.
GREGORY, LESLEY ALEXANDER, DAVID CHINERY, & EDWARD HENRY GREGORY, African Merchants, 25 Birchin-lane, and elsewhere. Jan. 17.
HEAP, JONATHAN, & GEORGE LINDSEY, Joiners, Salford, Lancaster. Debts received and paid by J. Heap. Jan. 16.
HEYWORTH, RICHARD, GEORGE HAWORTH, JOSHUA HOYLE, & GEORGE HOLT (Richard Heyworth & Co.), Cotton Manufacturers, Thorne Mill Water, Newchurch. Debts received and paid by G. Haworth and J. Hoyle, who will carry on the business. Jan. 17.
HICKIN, THOMAS, & THOMAS BAKER, Lock Manufacturers, Wolverhampton. Debts received and paid by T. Hickin. Jan. 17.
LAWRENCE, EDWARD, & JOHN TOTTERDELL, (Lawrence, Totterdell, & Co.), Tea-dealers, Liverpool. Debts received and paid by J. Totterdell. Jan. 15.
LORD, CHARLES FRANCIS JAMES, & ROBERT NICHOL, Surgeons, Hampstead. Jan. 19.
PRATT, FREDERICK, & THOMAS PRATT, Brickmakers, Wilby, Northampton. Debts received and paid by T. Pratt. Jan. 7.
SADGROVE, WILLIAM, jun., & RICHARD RAGG, Eldon-st., Finsbury, and Dunning's-alley, Bishopgate, Cabinet Makers. Jan. 16.
SATTERTHWAITE, WILLIAM, sen., & JOHN BARROW, sen., Cotton Spinners, Lancaster. Debts received and paid by J. Barrow. Dec. 19.
SLACK, HENRY JAMES, & PHILIP STEPHEN KING, Proprietors of the Atlas and Indian Atlas Newspapers, 6 Southampton-st., Strand. Dec. 31.
SMITH, JOHN, & ROBERT PALGRAVE, Stock Brokers, 14 Cornhill. Jan. 20.
SOULSBY, JOHN EDWARD, JAMES ASTON, & JOSEPH REGAN, Bookbinders, New-yard, Great Queen-st., Lincoln's-inn-fields; as regards Soulsby. Debts to be paid to Aston & Regan. Jan. 17.
SWINFORD, JOHN, & THOMAS CHAMPION, owners of Steam Thrashing Machines for hiring. Dec. 31.

TODD, RICHARD, & RICHARD WILLIAM TODD, Booksellers, Oundle, Northampton. Jan. 2.

WATSON, SAMUEL, & JOHN WATSON, Nail Manufacturers, Belper, Derby. Jan. 15.

WELLS, WILLIAM, & CHARLES WELLS, Silversmiths, 14 Cornmarket-st., Oxford, and 108 Bold-st., Liverpool. Debts of the business at Oxford received and paid by W. Wells; and of the business at Liverpool by C. Wells. Jan. 1.

WIDENHAM, LOUISA, & THOMAS FINER WIDENHAM, Watch and Clock Makers, 13 Lombard-st. Jan. 6.

FRIDAY, *Jan.* 23, 1857.

ADAMS, JOSIAH, sen., & JOSIAH ADAMS, jun., (Adams & Son), Carriage-handle Manufacturers, Edmund-st., Birmingham. Debts received and paid, and business carried on, by J. Adams, jun., under name of Adams & Son. Dec. 31.

ARMSTRONG, GEORGE, & WALTER ARMSTRONG, Ironfounders, Hope-st., Bishopwearmouth. Jan. 20.

AYNSLEY, JOHN, THOMAS COOPER, & SAMUEL COPE (Aynsley, Cooper, & Co.), Manufacturers of China, Longton, Staffordshire, as respects J. Aynsley. Debts received and paid by Cope & Cooper. Jan. 14.

BARKER, JOHN EDMUND, & HENRY SCHOLFIELD JOHNSON, Surgeons, Stoke-upon-Trent and Great Fenton. Dec. 31.

BARNES, WILLIAM & THOMAS STORY, Commission Agents, 33 Cannon-st., Manchester. Debts received and paid by Barnes. Jan. 17.

BARROW, CHARLES, sen., & THOMAS BARROW (Charles Barrow & Son), Corn Dealers, Barrow-st., St. Helen's, Lancaster. Debts received and paid by T. Barrow. Jan. 1.

BENNETT, WILLIAM, HENRY BENNETT, & JOSEPH BENNETT (W. Bennett & Sons), General Merchants, Great Grimsby; as regards W. Bennett. Debts received and paid by H. Bennett & J. Bennett. Jan. 19.

BIGGS, CHARLOTTE ELIZABETH, WILLIAM JOSEPH BIGGS, & ALFRED BIGGS (Biggs & Sons), Carvers and Gilders, 31 Conduit-st., Bond-st.; as regards W. J. Biggs. Debts received and paid by C. E. Biggs & A. Biggs. Jan. 1.

BLAKE, ALFRED, & GEORGE HARRY CLARKE, Brewers, Enfield. Jan. 11.

BUNYARD, THOMAS, & CHARLES BUNYARD, Farmers, Maidstone. Debts received and paid by T. Bunyard. Jan. 14.

BURTON, JOHN WATSON, & ROBERT CHASE, Flax Manufacturers, Eye, Suffolk. Debts to be paid to R. Chase. Jan. 20.

CORLAS, CHARLES, & WILLIAM WALKER MUSHETT, (C. Corlas & Co.), Nurserymen, Dairy-Coates, Hull. Jan. 21.

COULSON, WILLIAM, & HILL COULSON, (W. Coulson & Sons), Damask Manufacturers, Lisburn, County Antrim, Ireland, and London. Debts received and paid by W. Coulson. Dec. 30.

COWELL, HENRY, & WILLIAM DAVIS, Brickmakers, Grays Thurrock, Essex. Jan. 19.

DAVIS, JOHN, & JAMES HIBBERT, Bakers, 122 Broughton-rd., Salford. Debts received and paid by J. Hibbert. Jan. 19.

DROEGE, CHARLES HENRY, & WILLIAM DROEGE, Hamburgh, & JOHN MICHAEL KOECHER, Manchester, (firm of Droege & Co.), Commission Agents, as regards C. H. Droege. Dec. 31.

EARNSHAW, JOHN, & HENRY EARNSHAW, Corn Millers, Mearclough Bottom Mill, Skircoat, York. Debts received and paid by J. Earnshaw. Jan. 21.

EWING, WILLIAM, & CHARLES JAMES NASMITH, (Ewing & Co.), Merchants, Calcutta. Debts received and paid by W, Ewing. Jan. 1.

FORSTER, WILSON, & WILLIAM RAWLE, Liverpool. Dec. 16.

GILMAN, RICHARD JAMES, ABRAHAM BOWMAN, A. R. HUDSON, W. H. VACHER, (under firm of Gilman & Co., and at Shanghai under firm of Gilman, Bowman, & Co.), Merchants, Canton and Foochoo. June 30.

GRIERSON, JOHN, & BENJAMIN SHARP (John Grierson & Co.), Woollen Merchants, Huddersfield. Jan. 12.

LEGG, ROBERT, & SAMUEL BRIDGES, Builders, Reigate. Debts received and paid by R. Legg. Jan. 6.

LOCKE, JOHN ARTHUR, WILLIAM FENWICK BLACKETT, JOHN ALEXANDER BLACKETT ORD, JAMES FOSTER, & JAMES LEATHART (Locke, Blackett, & Co.), Lead Manufacturers. Dec. 31, 1855, as regards Foster.

HEAVEN, CHARLES, WILLIAM BOOTH, & ALFRED HEAVEN (Heaven, Booth, & Co.), Embroiderers, Manchester. All debts received and paid by C. Heaven & A. Heaven. Jan. 19.

HILL, CHARLES, & THOMAS TRACY (Charles Hill Co.), Passenger Brokers, Liverpool. Jan. 21.

HOLLICK, FREDERIC, & JAMES DODD, Colour Manufacturers, Mill-hill Works, Old Ford, Bow. Jan. 17.

HOPKINSON, ABRAHAM, WILLIAM WALKER, & ROBERT BEANLAND (Hopkinson & Co.), Wool Dealers, Aldermanbury, Bradford. Debts received and paid by Hopkinson & Walker. Dec. 31.

MANN, WILLIAM, & EDGAR MANN, Soap Manufacturers, Glemsford and Bury St. Edmunds. Debts received and paid by W. Mann. Jan. 17.

MARSHALL, GEORGE, & THOMAS RICHARD EDRIDGE, Ship Brokers. Fenchurch-st. Dec. 31.

MOORHOUSE, JOHN, & JAMES MOORHOUSE, Woollen Cloth Manufacturers, New Mill, Wooldale, Kirkburton. April 1, 1856.

NEVE, LE CHARLES, & THOMAS BARTON, Cattle Salesmen, Metropolitan Cattle Market, London.

RHODES, JAMES, & ISAAC RHODES, Farmers, Longlee, Keighley, York. Nov. 3.

ROBB, JAMES, of New Orleans, United States, WILLIAM HOGE, New York, CHARLES BETHUNE WILSON, Liverpool (under firm of Robb, Hoge, & Wilson), Merchants, Liverpool. Debts received and paid by Wilson. Jan. 6.

ROBINSON, JOHN, & CHARLES ROBINSON, Woollen Cloth Merchants, Leeds, and Glasgow. Debts received and paid by C. Robinson. Jan. 8.

ROLLINSON, JOHN, & JOE CHARLESWORTH ROLLINSON, Pawnbrokers, 15 & 16 Lady-lane, Leeds. Debts received and paid by J. Rollinson. Jan. 19.

SHEARMAN, JAMES EDWARD, & FRANCIS SLATER, Attorneys & Solicitors, 23 Great Tower-street. Jan. 19.

SPENCER, JOSEPH, & THOMAS ESKRIGGE, jun. (Spencer & Co.), Commission Agents, Manchester. Jan. 20.

STEAD, WILLIAM, & JOHN LEEMING, Stone Masons, Bradford. Nov. 3.

THOMAS, JOHN THOMAS, & HENRY ANTHONY THOMAS. Watchmakers, 115 St. George-st. East. Jan. 13.

THOMAS, SAMUEL, & EBENEZER LEWIS, Coal Workers, Aberdare, Cardiff, Swansea, and Briton Ferry. Debts of Scyborwen and Danderri Collieries received and paid by Thomas, and of Bullfa Colliery by Lewis. Sept. 13, 1856.

TOOGOOD, ROBERT MOORE, & EDMUND ELMES BECKINGHAM (The South Wales Wagon Works Co.), Railway Wagon Builders, Newport, Monmouth. Jan. 1.

WHERRIT, THOMAS, & JOSEPH GIBBON. Joiners, West Hartlepool. Debts received and paid by Gibbon. Jan. 19.

Creditors under Estates in Chancery.

TUESDAY, *Jan* 20, 1857.

BARRAS, GEORGE, 16 Broad-st., Holborn. Creditors to come in on or before Feb. 3. at V. C. Stuart's Chambers.

BOYES, JAMES WILLIAM (who died Sept. 1853), Wine Merchant, Holles-st., Cavendish-sq. Creditors to come in on or before Feb. 18, at Master of the Rolls' Chambers.

CHISHOLME, WILLIAM, (who died Feb. 1856), 2 Wharncliffe-ter., St. John's-wood-road. Creditors to come in on or before Feb. 20, at the Master of the Rolls' Chambers.

CLARKE, WILLIAM NELSON (who died Nov. 1855), Balwharrie, Perth. Creditors to come in on or before Feb. 9, at V. C. Wood's Chambers.

MARSHALL, CHARLES (who died Apr. 1847), Gardener, Surbiton, Surrey. Creditors and incumbrancers to come in on or before Feb. 14, at Master of the Rolls' Chambers.

PATTINSON, RICHARD (who died Aug. 30, 1849), Land Agent, Wensley, York. Creditors and incumbrancers to come in on or before Feb. 18, at V. C. Stuart's Chambers.

POSTGATE, CHRISTOPHER (who died Feb. 1833), Yeoman, Whitby, York. Creditors to come in on or before Feb. 10, at V. C. Stuart's Chambers.

RHODE, SARAH WOOD (who died Nov. 1851), 7 Oxford-ter., Edgware-road. Creditors or claimants to come in on or before Feb. 2, at V. C. Stuart's Chambers.

TURNER, ABRAHAM (who died Dec. 1856), Banker, Kidderminster, Worcester. Creditors to come in on or before Feb. 25, at V. C. Kindersley's Chambers.

FRIDAY, *Jan.* 23, 1857.

ADAMS, EDWARD (who died May, 1849), Yeoman, Roebarrow, Trent, Somerset. Creditors to come in on or before Feb. 9, at V. C. Wood's Chambers.

ASHFORD, EDWIN (who died on Nov. 25, 1846), Hackney-wick, Middlesex, Gent. Creditors to come in on or before Feb. 1, at V. C. Wood's Chambers.

BILLING, HENRY MARTIN (who died Aug., 1856), Ironmonger, 13 Victoria-rd.-south, Kentish-town. Creditors to come in on or before Feb. 23, at Master of the Rolls' Chambers.

CANNING, REV. THOMAS (who died in Nov., 1855). Creditors and incumbrancers to come in on or before Feb. 26, 1857, at V. C. Stuart's Chambers.

DUPREE, ANN (who died in Nov., 1856), spinster, York-pl., City-rd. Creditors and incumbrancers to come in on or before Feb. 16, at the Master of the Rolls Chambers.

COHEN DE LARA, MICHAEL (who died in April, 1856). Creditors to come in on or before Feb. 26, at the Master of the Rolls Chambers.

LARKIN, SARAH ANN (who died in May, 1852). Claimants to come in on or before Feb. 14, at the Master of the Rolls Chambers.

MACKENZIE, JAMES (who died on May 29, 1850), Banker. Creditors to come in on or before Feb. 14, at V. C. Wood's Chambers.

NANSON, JOHN SAMUEL (who died on May 3, 1856). Creditors to come in on or before Feb. 21, at V. C. Kindersley's Chambers.

PHYTHIAN, PETER WEBSTER (who died in March, 1840), Boot and S Maker, Liverpool. Creditors to come in on or before Feb. 11, at V. Stuart's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Jan.* 20, 1857.

NORTH TAMAR MINE COMPANY.—V. C. Kindersley has appointed Mr. R. W. Goold, 20 Cockspur-st., Charing-cross, Off. Man. Jan. 16.

SAXON LIFE ASSURANCE COMPANY.—Ordered to be wound-up by V. C. Wood. Jan. 17.

UNIVERSAL PROVIDENT LIFE ASSOCIATION.—The Master of the Rolls will, on Jan. 31, at 12, at his Chambers, make a call for £2 per share.

FRIDAY, *Jan.* 23, 1857.

AMAZON LIFE ASSURANCE AND LOAN COMPANY.—Master Humphry has appointed a meeting at his chambers, Southampton-bldngs., for Tuesday, Jan. 27, at 12, to consider the propriety of entering into compromises with certain of the contributories of the company; and on other matters, particulars of which may be obtained of the Official Manager, Harding, 4 Lothbury, or of Sudlow, Torr, & Co., 38 Bedford-row.

NORTH TAMAR MINE COMPANY.—Creditors to come in and prove their debts before V. C. Kindersley, at his Chambers, Feb. 3, at 12.

Scotch Sequestrations.

TUESDAY, *Jan.* 20, 1857.

BORTHWICK, JAMES, deceased, Gardener, Raglan-pl., near Glasgow. Jan. 23. at 12, at Faculty-hall, St. George's-pl., Glasgow. *Sq.* Jan. 13.

FRIDAY, *Jan.* 23, 1857.

SAMUEL DOBBIE, Grocer, Lasswade, Edinburgh. Meeting, Jan. 29, at 3, 18 George-st., Edinburgh. *Seq.* Jan. 19.

LEE, JAMES SMITH (J. & A. Glassford), Dealer in Fancy Goods, 37 Trongate-st., Glasgow. Meeting, Jan. 28, at 12, Faculty-hall, Glasgow. *Seq.* Jan. 16.

PATON, JAMES, Draper, Airdrie. Meeting, Jan. 28, at 12, 74 George-sq., Glasgow. *Seq.* Jan. 19.

Scotch Partnerships Dissolved.

FRIDAY, *Jan.* 23, 1857.

[*Extract from the* Edinburgh Gazette *of Jan.* 20, 1857.]

FINDLAY, WILLIAM R., & HUGH RANKIN (Kaye, Findlay & Co.), Cloth Merchants, 62 Queen-st., Glasgow. Debts received and discharged by Findlay. Dec. 31.

SCOTT, ROBERT, jun., & JOHN SCOTT, Spinners, Kingholm Mills, Dumfries. Debts received and paid by J. Scott. Dec. 19.

We propose to discontinue the "GENERAL WEEKLY OBITUARY" *after our present number, believing that the space devoted to it may be more advantageously employed.*

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription* (£2 8*s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, JANUARY 31, 1857.

A FALSE ALARM.

We published in our last impression a long and able letter, in opposition to what our correspondent calls the projected revolution in the transfer of real property. Should the plan of registering titles ever become law, the extent of the change which will, not indeed immediately, but in the course of some fifty or sixty years, be introduced into conveyancing practice, cannot be exaggerated, and but for its gradual character it would well deserve to be called a revolution. Such a change ought not to be ventured on without full deliberation and discussion, and though we think the prospect less alarming than our friend Z. considers it, we are by no means blind to the difficulties which will present themselves to the framers of the contemplated measure. Many of these are clearly and forcibly presented in our correspondent's letter; but they are not sufficient to induce us to condemn, by anticipation, a scheme of which the details are not yet announced, and which some of the ablest lawyers of the day are engaged in maturing. There is some truth in the old proverb, that where there is a will there is a way, and we cannot help thinking that if our correspondent had set to work to surmount the difficulties of the project with the same zeal and energy which he has employed in portraying them, he would have been able to give a good account of more than one of the obstacles which he regards as insuperable.

The staunchest supporters of the registration scheme must admit, and indeed have admitted, that the transfer of stock is an easier matter to deal with than the transfer of land. There is first of all the obvious distinction that land is individual and specific, while one £100 of stock is precisely equivalent to another. If a field is bought, it must be identified either by description, or by a plan, or what is perhaps the best course of all, by a combination of both methods. When stock is transferred, there is nothing to be done but to specify the quantity. This essential difference in the nature of the subject-matter will always prevent the registry of title to land from being so simple and compact a matter as a corresponding record of ownership of stock. But it does not follow that there is a fundamental error, as our correspondent maintains, in the very idea of assimilating the conveyance of land to the transfer of stock. It is possible to assimilate two operations, even though you cannot make them absolutely identical, and there is no necessity for giving up an enterprise in despair merely because it is less easy than another which never presented any difficulties at all. The practical arrangements requisite to insure accuracy may, we believe, be easily perfected, and at any rate we shall not jump at the opposite conclusion until we have seen the detailed scheme which may shortly be expected. A more considerable difficulty is, that of guarding effectually against possible frauds. Although of rare occurrence in the case of settlements of stock, we think the experience of most practitioners will bear us out in saying that they do happen in such cases more frequently than under settlements of real estate. Still it is a great mistake to suppose that land would be in equal danger if the new plan of registration were adopted. No one buys land without looking to the possession as well as to the documentary title; and it is the latter only which the register is intended to replace. Then, again, it would be impossible for a fraudulent trustee or legal owner to bring an estate into the market and turn it into money in half an hour, as he may do with consols; and on any system of registration we are satisfied that stock will always be exposed to much greater risk of misappropriation than land. In both cases, the safeguards, as well as the deterring influences, may be, and probably will be, increased; and even if there were no other side to the picture, we should not despair of seeing the new dangers which are feared from the registration of title reduced to such proportions as not to form a very serious obstacle to the scheme. Nor should it be forgotten that although the suggested innovation would tend to increase one class of risks, it would, at the same time, diminish and ultimately annihilate another. Take the common case of a man purchasing an estate and then mortgaging it, with a power of sale. He would be exposed to two dangers—one from some possible defect in the title on which he purchased, and the other from the abuse of the power of sale by his mortgagee. Will our correspondent venture to say that in an average case the latter danger is the more formidable of the two? And yet the possibility of an improper sale by a mortgagee is a far greater risk than would be run under the projected plan, because the mortgagee always has the power, when he sells, to relieve the purchaser from any inquiry into the propriety of the sale or the fact of notice to the mortgagor, while on the register system every interested person, whether mortgagor or otherwise, would be able to secure due notice by a simple caveat which would, no doubt, be lodged in every case as a matter of course. On a well-arranged system it does seem that the new risks introduced by it may be made smaller than the present dangers arising from infirmity of title, all of which would, by the proposed scheme, be utterly swept away.

But our correspondent not only dwells on the danger and difficulty supposed to be inherent in the plan, but maintains stoutly that, if ever so successful, it would be a doubtful benefit to the public, and a damaging blow to the profession. We differ from him entirely on both points, and believe that, like most other changes which facilitate transactions between man and man, it would benefit not only vendors and purchasers but the professional agents who may be employed.

The practice forced upon the profession, of charging in proportion to the length of a draft without reference to the skill employed or the responsibility incurred, is essentially bad, and nothing would so much assist the efforts of those who are aiming at an improvement in the mode and scale of professional remuneration as the legislative simplification of conveyancing practice. Where large responsibility is incurred, a proportional fee should be paid; and certainly no revolution in conveyancing will satisfy us unless it adopts to a considerable extent the principle of per centage fees. Our correspondent remarks, that brokers, agents, bankers, auctioneers, and surveyors, concerned in a sale, are often better paid than the solicitor, who has all the labour and responsibility of investigating the title, and drawing the conveyance. But this seems to us the strongest possible argument in favour of the projected change. How can a complicated system of conveyancing be necessary to secure a fair payment to solicitors, when other agents, who have no such foundation for their

charges, are able to secure a more ample profit? Were the old false measure of legal remuneration once destroyed, as it would be by registration, a new one must be adopted; and we believe that the profession is quite strong enough, if it will only hold together, not only to secure the selection of the right principle, but to take care, at the same time, that real services shall be more adequately paid than they are in a large proportion of the cases which now occur. There is a remark on the subject of centralisation in our correspondent's letter which makes us suspect that some one has been hoaxing poor "Z.," or that he has been amusing his leisure with some legal studies which have clouded his good sense. Does he really believe that anybody in these days would seriously propose a purely central system of registration in connection with a method, the simplicity of which removes the only objection to multiplying local offices? In this, as in some other branches of the law, the only sensible plan is, to establish, not indeed a number of distinct and independent centres, but a group of branch offices in connection with a central body.

One word as to the concluding paragraph of "Z.'s" letter. He tells us that it has been suggested that the contemplated change is promoted by some London solicitors with the view of advancing their own interests at the expense of their brethren in the country. We know that such suggestions have been made, and "Z." might, without much effort, have guessed the reason why. We know, too, that we have been pointed at as the especial organ of the plotting metropolitans; but our correspondent may assure himself that all such insinuations will die a natural death, and he will probably before long learn to laugh at the credulity which led him even to refer to their existence.

LEGAL MISTAKES.

No one can have had much experience of the administration of the criminal law without an occasional misgiving as to the extent to which we ought to modify the common statement, that in our crown courts substantial justice is done, in spite of some defects, both in the principles and in the practice of the proceedings which take place there. It has long been a sort of mock-modest boast that even a guilty man frequently escapes punishment in this country, the innuendo being that *à fortiori* all innocent men must succeed in doing so; but it is a fact not less certain than unwelcome, that from time to time cases are made public which show that if guilt is not always detected, innocence is not always safe. The deplorable story of the groundless conviction of Mr. TEMPLE, four years ago, at Coventry, and the case of JOHN MARKHAM—who added another instance to the list of persons who have suffered for their resemblance to others, with whom they had no connection—are painful enough in themselves; they are doubly painful when we reflect that it is almost impossible to deny that they are typical cases, affecting a class of persons small indeed, but large enough to represent a miserable aggregate of causeless and unmerited suffering. We believe that the vast majority of innocent convicts are the victims of a—we might perhaps say the—characteristic defect which runs through the whole of our criminal procedure. How that defect is to be remedied is, perhaps, one of the deepest and most complicated questions in the whole range of the immense subject of law reform. We may hereafter attempt to offer some suggestions upon the subject, but for the present we will content ourselves with calling attention to the fact of the existence of the flaw. Almost every proceeding known to the common law of England assumes the form of an action. We have no notion of an inquiry into facts prompted only by a wish to arrive at the truth, and not set in motion by some private interest. Even inquests of office are virtually suits between the crown and the parties concerned in traversing its rights. Criminal proceedings form no exception to this rule. They are in fact, as they are in form, actions in which the Queen is plaintiff and the prisoner defendant, and this circumstance weighs heavily against the person accused. No one who has watched criminal trials will refuse his assent to the proposition, that the principle by which they are unconsciously and unavowedly regulated is, that it is the prosecutor's business to get a conviction if he can, the prisoner's to escape if he can, and the judge's to see fair play between the two; but a man might pass a lifetime in criminal practice without discovering an instance in which it occurred to any one of these three parties, that the discovery of the truth for the benefit of the public was a matter of any particular moment.

Illustrations of this might be indefinitely multiplied, but we will only mention a few. A man was tried at the Old Bailey for murder. The defence was madness. Two surgeons had seen him; one at the desire of the prisoner's friends, whose evidence formed part of the proofs on the brief of the counsel for the defence; the other was the surgeon of the gaol, who had had the man under his care for weeks or months. The surgeon, who had only seen him once, was called for the prisoner, and did not make out a very strong case. The other surgeon, who had probably seen him a hundred times, was not called at all. The counsel for the Crown, probably, thought the case, as it stood, strong enough, and did not wish to give his learned brother a reply on the question of the prisoner's sanity. The counsel for the prisoner had no means of knowing what evidence the surgeon would give. Here was a case in which most material testimony was suppressed, because one party thought that a conviction could be obtained without it, whilst the other was not sure that it would tend to produce an acquittal. A stronger proof can hardly be given of the degree in which our system looks upon the verdict as the triumph either of vengeance or of self-defence, and not as a matter with which the public interest is in any way concerned.

The unfortunate case of Mr. TEMPLE, which has created so much remark, is an additional and a most remarkable illustration of the same thing. It is impossible to say that upon the established principles any one of the parties concerned in Mr. TEMPLE'S actual trial were to blame. No doubt an abler and a more patient judge than the present Lord WENSLEYDALE never sat on the bench, nor does there seem any sort of ground for imputing improper conduct either to the counsel for the Crown, or to those who instructed him. A clearer case of guilt than that which he opened, so long as it was unexplained and uncontradicted, can hardly be conceived. A man who has booked his place for Manchester stops at Rugby, and has in his possession another person's portmanteau. He afterwards tries to escape from custody. Can stronger *primâ facie* evidence of guilt be given? — could any prosecutor have discharged his task more efficiently than the man who produced such damning proofs as these? The prisoner, or those who advised him, were the only persons to blame. Why did not they find and produce Mr. TEMPLE'S own portmanteau? Why not explain the circumstances which induced him to stop at Rugby, instead of going on to Manchester? Why did they not have their witnesses to character in the way from the very beginning of the assizes, instead of relying on the proverbially uncertain arrangements made by judges as to the time at which cases shall be taken? If they suffered by the verdict, they have no one to thank but themselves for their want of coolness, presence of mind, and knowledge of business.

Such is the comment which a thoroughgoing par-

tisan of our present procedure would make upon such a case as Mr. TEMPLE'S. We need not say that it would be cruelly harsh and unjust, but it is most desirable to point out why it is so unjust. It all proceeds upon the fallacy that to establish the prisoner's innocence—if he is innocent—is the business of no one but himself. Whereas, in fact, the only reason why society wishes to punish the guilty is that it may protect the innocent, and there is no class of innocent persons whom it is more desirable to protect than those who, from ignorance of law, or from want of coolness or presence of mind, are least able to protect themselves. If the most ordinary pains had been taken to test the truth of the story told by Mr. TEMPLE, or if he had understood how to prove it, he would have been acquitted. He would seem, however, to have been a man of feeble and excitable character; and upon such a man a system of procedure which throws upon the accused person the whole task of defending himself, acts with extraordinary hardship. Mr. TEMPLE'S was probably, in some degree, an extreme case, but cases analogous to his must be of almost daily occurrence, though we hear little of them. No one can see the stolid, sullen faces, and listen to the half-articulate and almost utterly unintelligible speeches and remarks of the great majority of prisoners without a most painful misgiving that many of them are innocent if they only knew how to show it; and that they could really explain many suspicious circumstances if they only knew how suspicious they were. There is a stereotyped conversation between the judge and the prisoner which we can never hear—though it is as familiar as the alphabet—without a sort of pang. *Judge:* Do you wish to ask this witness any questions?—*Prisoner:* Yes, Sir—that is, my lord, —Sir, I asks him this—which you see I was walking along the road, my lord, being that I'd been staying——. *Judge:* No, no, ask him questions; you shall make any statement you like to the jury afterwards. The prisoner is confounded and baffled by the interruption, forgets both the questions that he meant to ask and the statement that he intended to found upon it, and half from nervousness, half from the wish to be respectful to the Court, offers no further remark. Such scenes as these occur twenty times a day at assizes or quarter sessions, and there must surely be a minority of cases, not altogether inconsiderable, in which, if the maundering confused talk could be patiently heard and fairly sifted, it would turn out to be important. It is hardly an exaggeration to say, that the criminal law, as at present regulated, actually punishes a man for not possessing that skill in cross-examination, in statement, and in explanation, which is one of the last results of an elaborate education and long professional experience. It throws upon the prisoner the whole burden of his own defence, and not only abstains from giving him any assistance in preparing it, but does not even take the trouble to suggest to him the points which bear upon him most hardly.

Legal News.

THE Mercantile Law Conference met on Wednesday, and Lord BROUGHAM occupied the chair. Mr. Commissioner AYRTON, of the Leeds Court of Bankruptcy, read an elaborate paper on the improvement of the bankrupt law. He said that the two great complaints against the existing system were, first, that the expenses were too heavy; and, second, that the punishments inflicted were uncertain and inadequate. The sum of £28,000 a-year is now raised by a tax on bankrupt estates, to pay compensations and pensions for abolished offices. This charge, Mr. AYRTON thought, should be transferred to the consolidated fund. The mercantile community, he urged, ought not to pay for two sets of officers—the old ones who were abolished, and the new ones who were created. He then proceeded to suggest some very extensive changes in the staff of the Court of Bankruptcy, and in the remuneration of the officers. He thought that the London registrars might be dispensed with. If they were continued, the taxing master in London was unnecessary; and if the taxing master remained, he could see no occasion for the registrars. He thought that the messengers were too highly paid, and that, if the offices were retained, the scale of allowance ought to be reduced. But he could perceive no sufficient reason why the office of messenger should not be abolished, and his duties transferred to the official assignee. The office of broker might also be done away with. He objected to the present mode of paying the official assignee. The remuneration was not proportionate to the work done. The small bankruptcies, which required much labour to collect numerous trifling debts, remunerated the official assignee badly, or not at all; while a large bankruptcy, as a banker's, which gave the least possible amount of trouble, might pay the official assignee a very large sum indeed. It appeared to him that the official assignee should be paid a fixed salary of £800 a-year, and also from £250 to £300 a-year for office expenses. In addition to this, he would enable the commissioners to allow a sum varying from £1 to £20 in each bankruptcy, "for examining accounts and general diligence."

Mr. AYRTON then proceeded to deal with the solicitor, who, he thought, received too much out of the bankrupt estate, not because he was overpaid for what he did, but because he did too much; that is, he did business which other people ought to do, and which was not properly within the province of the solicitor. He proposed to appoint a solicitor to each court, whose duty it would be to act as official solicitor under every bankruptcy, and who should be paid a fixed salary of £400 or £500 a-year. It should not be imperative on the creditors to employ the official solicitor. They might be allowed to select any other solicitor if they thought fit; only, in that case, the dividend would be reduced by the amount of the bill of costs.

Mr. AYRTON then proceeded to suggest the abolition, except in disputed cases, of the proof of debt by the creditor's oath, and a great simplification of the form of the balance-sheet; and he further proposed that the penal clauses should be made more severe, and that the right of appeal in certificate cases should be taken away. The commissioner should be assisted by two commercial men of the same trade as the bankrupt, who should have votes in the decision of the case, and the judgment of this tribunal should be conclusive.

These proposals, it must be owned, are broad enough to satisfy the most ardent innovators. We have thought proper to give them a conspicuous place, inasmuch as some of them peculiarly concern solicitors; but it must be remembered that the only resolution adopted by the Conference on this subject was to appoint a deputation to wait upon Lord PALMERSTON; and the committee of the Conference was to consider what points should be especially pressed on his attention. The deputation so appointed was received by the Premier yesterday with his usual courtesy and safe enunciation of generalities.

In the evening of Wednesday the subject of Tribunals of Commerce was discussed at considerable length; and next day a paper on "The Registration of Partnerships," emanating from the Manchester Commercial Association, was read and fully considered; and it was resolved that a bill to secure that object should be introduced into Parliament, and that the operation of such bill ought not to be confined to traders under the bankrupt law, but should extend to all kinds of partnerships, whether for trade or professional. An elaborate paper on the 17th section of the Statute of Frauds was also read, and a resolution was adopted to the

effect that the clause in question ought to be repealed, and an act passed which, without mentioning any amount, should provide that in certain specified cases the agreement should be reduced to writing. The second day's proceedings thus appear to have produced a very important and definite conclusion; and, on the whole, it cannot denied that the Conference has proceeded most satisfactorily, and that the labours of the promoters of it have been expended for the public good.

The following letter appeared in the City article of the *Times* of the 23rd instant:—

"*To the Editor of the Times.*

"KINGSFORD *v.* MERRY.

"SIR—With reference to the statements of the Lord Chief Baron and Baron Martin, reported in your paper of yesterday, on the subject of the manner in which this case was stated to the Court of Error, we have permission of all the three eminent counsel for the defendant, by whom, along with those of the plaintiffs, it was most anxiously prepared and carefully settled, to state that that case fully and correctly set forth the whole of the facts proved on the trial, and fully and clearly raises all the points relied on by the defendant. We have further to state that the judgment of the Court of Exchequer detailed the facts on which it proceeded, and that that judgment, embodying these facts, was fully before the Court of Error when its decision was given.

"Jan. 22, 1857. "DEFENDANT'S ATTORNEY."

We believe that the case referred to will shortly be published by the defendant's attorney, and an opportunity will then be afforded of forming a satisfactory opinion upon the merits of this controversy.

An order of the Court of Chancery, fixing the lower and higher scales of solicitors' fees for business under the new practice, will this day be issued, and is to take effect immediately.

DEATH OF BARON ALDERSON.

The death of this distinguished judge took place at his residence in Park-crescent on Tuesday afternoon, in his 70th year. The Hon. Sir Edward Hall Alderson, Baron of Her Majesty's Court of Exchequer, was the eldest son of the late Mr. Robert Alderson, barrister-at-law and Recorder of Norwich, and was born at Great Yarmouth in the year 1787. Having received his early education at the Charterhouse, he proceeded to Caius College, Cambridge, where he closed a brilliant career as an undergraduate by taking his degree in January, 1809, as Senior Wrangler and Smith's prizeman and Senior Chancellor's Medallist: thus obtaining the all but singular reward of the very highest honours which that University has to bestow for classical and mathematical attainments.

In the following year Mr. Alderson was elected a Fellow of his college, and in 1812 he took his degree as Master of Arts. He had been already called to the bar of the Inner Temple in the preceding year, and for several years went the Northern Circuit. He edited, in conjunction with Mr. Barnewall, five volumes of reports of cases heard in the Court of King's Bench between 1815 and 1820, which form part of the standard series of law reports of that court, and which were afterwards continued by Mr. Justice Cresswell. He never held a seat in parliament, but perhaps on that very account had leisure to earn even a higher reputation as a legal junior, and to secure a very extensive practice as a chamber counsel. While still wearing a stuff gown, he was promoted, in 1830, to the Court of Common Pleas as an additional puisne judge (Mr. Justice Patteson and the late Baron Taunton being his companions in the elevation); and on that occasion he received the honour of knighthood. He was transferred from that court, however, in 1834 to the Court of Exchequer, where he acquired a great reputation as a judge, while his intercourse with the bar was uniformly courteous and friendly, and his good humour, and perhaps over frequent jocoseness made him generally popular. In 1823 he married the youngest daughter of the Rev. Edward Drewe, of Broadhembury, in the county of Devon, by whom he had a large family.

PROJECTS OF LAW REFORM.

The forthcoming session promises to be prolific in measures of law reform. Amongst others which are understood to be in a state of forwardness are the Bills for the Registration of Title to Land, Divorce, Testamentary Jurisdiction, Fraudulent Appropriation of Trust Property, and Public Prosecutors. There appears to be some uncertainty as to the intentions of the government with respect to the last mentioned bill; but should they fail to deal with the subject, Mr. J. G. Phillimore has pledged himself to bring forward a measure of his own. It is also probable that the legal advisers of the Crown will take an early opportunity of proposing some measure to prevent the recurrence of such scandals as the history of the British Bank swindle has lately disclosed. We are informed that Mr. Malins intends to renew his attempts to improve the law relating to the reversionary interests of married women, and to abolish the distinction between debts by specialty and simple contract. It is probable that a measure for the better enforcement of clergy discipline will be submitted to Parliament by the Archbishop of Canterbury. There are various rumours as to the nature of the provisions and extent of the changes proposed by the testamentary bill which the Lord Chancellor, it is said, has taken into his own hands. One report is that according to the present frame of the bill, the monopoly of Doctor's Commons will, to a great degree, be perpetuated, though the proposed court is to have common law procedure, and to be presided over by a Vice-Chancellor. If such prove to be the fact, the general body of solicitors will no doubt protest against the continuance of their exclusion from testamentary business. In reference to this subject, we may add that both Sir Fitzroy Kelly and Mr. Collier have incorrectly attributed to the present Attorney-General the intention of transferring testamentary business to the Court of Chancery, his proposition being that it should be administered *in* the Court of Chancery, in an analogous way to that in which bankruptcy cases are now dealt with by the judges of that tribunal.

PRINTING OF BILLS AND CLAIMS.

The Lord Chancellor has more than once intimated his wish that bills and claims should be figured down the sides, as in the printed cases before the House of Lords, so as to enable a more easy reference to them; and also that dates and numbers should be expressed in figures and not in words at length; but upon this latter point, his lordship was not certain whether the practice might not require a general order.

BUSINESS OF THE QUEEN'S BENCH.

In the course of Tuesday several cases were struck out of the paper in consequence of the absence of counsel in other courts.

Lord CAMPBELL said, it had never been considered an excuse for absence on paper days that counsel were arguing in other courts. They ought to make arrangements to be here. The court was unanimous that the cases should be struck out of the paper.

Application was afterwards made that they should be restored to their place, but the application was refused.

Lord CAMPBELL said they might be re-entered.

Recent Decisions in Chancery.

A case of considerable importance on the effect of foreign judgments has recently been decided by the Master of the Rolls (*Reimers* v. *Druce*, 5 W.R. 211). Certain Hanoverian merchants, trading at Emden, in Hanover, had consigned a cargo of wheat, shipped from a Prussian port, to a London merchant for sale on commission. This was in 1818, but for some reason which did not very clearly appear, the wheat was not sold until 1825, by which time the consignee had run up a bill for warehousing and similar charges, considerably exceeding the price obtained for the wheat. The shippers took proceedings in the Hanoverian Courts against the consignee, who appeared and instituted a cross suit for the balance, which he claimed to be due to himself. In the first instance, the judgment was in favour of the consignee, but two successive appeals, the second of which was to the court of highest jurisdiction in Hanover, were decided in favour of the foreign merchants, and a peremptory judgment was obtained, whereby the consignee was ordered to pay a certain sum with interest from the year 1818, to the shippers of the wheat. These proceedings did not terminate until 1842, and from that time, until the filing of the bill, no steps were taken to enforce the judgment against the consignee in England where he resided. In the meantime, the consignee died, in the year 1846, and the bill was filed against his executors for an account and payment of what was due under the Hanoverian judgment. According to the English rules of international law, the contract being to be performed in England was to be governed by the

English law; but the Hanoverian Courts took a different view of the matter, and held that Emden was the *locus contractus*, and that the foreign law was to govern the question. According to the usual practice in most continental countries the reasons of the judgment were annexed to, and formed part of, the document itself; and foremost among them was stated the conclusion that the matter was governed by the foreign law. Had the judgment been given like those of English Courts, without incorporating the reasons on which it was founded, there could have been no doubt that, apart from the question of laches, our courts must have enforced it; but it was contended on the part of the defendants that the reasons alleged constituted error on the face of the judgment itself, and afforded sufficient ground to justify an English court in examining and impeaching it. On the part of the plaintiffs, it was argued on the authority of *Ricardo* v. *Garcias*, 12 Cl. & F. 369; *The Bank of Australasia* v. *Nias*, 16 Q.B. 717, and other modern cases, that the only grounds on which a foreign judgment can be impeached are the want of jurisdiction in the court which pronounced it, the neglect to summon the defendant to make his defence, and fraud in obtaining the judgment. The Master of the Rolls, however, founding himself mainly on the earlier cases, held, that when a plaintiff seeks to enforce a foreign judgment here, his suit may be answered, not only on the three grounds before mentioned, but also by showing either that the foreign court decided contrary to the law which it professed to administer, or that there was error on the face of the judgment sufficient to show, without extraneous evidence, that the foreign court had miscarried either in fact or law. This doctrine seems to diminish the force usually attributed to a foreign judgment, and, if there had been nothing more in the case, would probably have led to an appeal. The decision of the Master of the Rolls, however, mainly rested on the long delay which had occurred. The plaintiffs had been continuously resident abroad, so that the statute of limitation was not an absolute bar, but the length of time during which the plaintiffs had rested on their rights was considered in itself a sufficient reason for dismissing the bill, on the well-known principle of courts of equity to discountenance stale demands.

Whitmore v. *Empson*, 5 W. R. 217, was another case of great commercial interest. A manufacturer had mortgaged certain fixed machinery by a bill of sale, framed on the footing of treating the machinery as chattels, and assigning it accordingly separately from the freehold to which it was affixed. The manufacturer having become bankrupt, it became a question whether the effect of the bill of sale was to constitute the machinery goods and chattels within the meaning of the order and disposition clause of the Bankrupt Act. The assignees contended that the mode of dealing with the machinery severed it in law from the freehold, and made it subject to the clause in question, in the same way as timber might be brought within its operation by being felled. The creditor who claimed under the bill of sale maintained that the fixtures remained fixtures, and as such did not fall within the operation of the clause in question. The latter view was supported by very strong authorities, such as *Trappes* v. *Harter*, 2 Cr. & M. 153, and *Ex parte Sykes*, 18 L. J. Bkcy. 16, being almost expressly in point; and the Master of the Rolls decided in accordance with the defendant's view, that the machinery remained of the nature of fixtures, and did not pass to the assignees.

Pennell v. *Millar*, 5 W.R. 215, is a good illustration of the practice of Courts of Equity in varying decrees upon a rehearing before the same judge. A fraudulent mortgage had been set aside on the terms of the assignees of the mortgagor, Lord Huntingtower, repaying the actual advance, with interest; and it was also directed that an account should be taken of the payments and receipts of the mortgagee in respect of certain policies effected by Lord Huntingtower on his life, as a further security, and on which the mortgagee had paid the premiums, and some of which he had afterwards sold. The balance of the account was to be paid to or retained against the mortgagee, according as the premiums paid exceeded or fell short of the proceeds of the sales of the policies. The curious part of the case was, that the plaintiffs, the assignees of Lord Huntingtower, had themselves requested the insertion in the decree of the clause relating to the policies, and afterwards finding that the balance would be against them, petitioned for a rehearing, and to have the decree altered by striking out the clause. The Master of the Rolls decided in the plaintiffs' favour, holding that the policy transaction was to be considered as a private speculation of the mortgagee with which the plaintiffs had nothing to do, and that the original decree was wrong in directing any accounts or payments in respect of them.

The Mayor of Berwick v. *Murray*, 5 W. R. 208, is one of those cases depending so much upon special circumstances, which are never likely to be found again similarly grouped together, that it can hardly be regarded as a precedent, or as anything more than an illustration of certain principles of law. The main use of such cases, perhaps, is to afford one a notion of the manner in which the Court regards any given course of conduct or of dealing. Accordingly, we find in them some of the best exemplifications of the branch of the doctrine of constructive notice, relating to the circumstances which are sufficient to put parties on inquiry as to the rights of others, when they are seeking to gain or to enforce rights or benefits for themselves.

In *The Mayor of Berwick* v. *Murray*, one of three sureties for due accounting by the treasurer of the corporation of Berwick-on-Tweed, having received a notice of the defalcation of his principal, immediately applied to, and obtained from him, by way of indemnity, a banker's deposit note for more than the amount for which he was surety. The note was in the name, not of the principal, but of his daughter, and was endorsed by her. It being held that the money was in fact the money of the corporation, which was taken from the ordinary account of the treasurer in one bank, and invested in another in the name of his daughter, the Lord Chancellor was of opinion that the circumstances were such as must have forced any honest man to make inquiry; that the surety was bound to have asked why such a deposit was made in the name of the daughter; and that, therefore, he could not be allowed to plead that he was ignorant of the fact that the money belonged to the corporation.

There are few doctrines of the court more difficult in their application than the doctrine of satisfaction. The dealings between parents and children seldom contemplate the possibility of appealing to a court of law for their interpretation; and, therefore, they are generally little characterised by precision or regard to legal technicalities. In the case of *Kay* v. *Crook*, 5 W. R. 220, a father, upon a treaty for the marriage of his son, promised to give him a certain sum of money, "and finally to recognise him, in common with the rest of his (the father's) family, in the future provisions of his will." Upon this understanding, the marriage took place; and, on the father's death, the son filed a bill to have it declared that he was entitled to a share in his deceased father's estate, at least equal in amount to those of the other children. The plaintiff took a substantial interest under the father's will, although it was of less amount than what he would have received had the testator's property been equally divided among all his children. The V. C. Stuart held that the provision by the will in favour of the plaintiff was a sufficient compliance with the promise of the testator. To have had such a representation made good out of the testator's estate, there should have been reasonable certainty as to the amount or proportion to be bequeathed to the son. His Honour considered that, consistently with his promise, the testator might have left all his property to a stranger. The doctrine of satisfaction was a good deal discussed in *Davis* v. *Chambers*, a case decided by the Lord Chancellor a few days ago.

It has been held by V. C. Wood, in *Dendy* v. *Dendy*, 5 W. R. 221, that the devisee of a deceased plaintiff cannot, under the 52 sec. of the 15 & 16 Vic. c. 86, obtain an order to revive, because the devise itself might be the subject of dispute in the suit, which was against trustees for an account.

In our remarks upon *Swainson* v. *Swainson* last week, we overlooked the proviso in the 17 & 18 Vic. c. 113, by which it is provided that nothing therein contained should affect the rights of any person claiming under any will, deed, or document, made before the 1st January, 1855.

Cases at Common Law specially Interesting to Attorneys.

ATTORNEY—RULE TO PAY MONEY—SUMMARY JURISDICTION OF THE COURT.

In re William Marshall, 5 W. R. (Q. B.) 200.

A rule had been obtained on behalf of one Cooper, calling on W. M., an attorney of the court, to show cause why he should not pay over to Cooper a certain sum alleged to have been received by W. M. as attorney for and on the account of Cooper. It appeared that Cooper had employed one H. to collect the sum in question, which was due on a bill; and that H. had instructed W. M. to take proceedings on such bill; and that Cooper had refused to supply W. M. with the requisite funds for the action, on the ground that H. was responsible for

the expenses. The affidavit of Cooper alleged an express promise by W. M. to pay over the money. On the other hand, W. M. swore he was employed by H. alone, who was still indebted to him for the costs of the action; and that he had made no such promise. The court held that, under the above circumstances, no case had been made out for their interference. There was no privity between Cooper and W. M.; the relationship of attorney and client had never existed between them; and the allegation of a promise to pay had been denied. The rule was therefore discharged *with costs*.

This was an attempt to extend the summary jurisdiction, which the courts have always assumed over attorneys in their position as officers of the court, to enforce, where necessary, the performance of the general duty of an attorney to his client; and the purposes for which this jurisdiction has been usually exercised are to compel such attorney to deliver up papers, &c., which have come into his hands, or to account for money he has received, in that capacity. It has, however, always been considered essential, that the *relationship of attorney and client* should exist between the applicant and the attorney against whom the rule is sought. Thus in *Exparte Nicholls*, 2 Dowl. (N. S.) 423, the court refused to interfere where papers had come into the possession of an attorney as the executor of the owner's attorney, inasmuch as it appeared that the applicant (to whom such papers now belonged) had refused the attorney, into whose hands they had fallen, permission to act as his attorney, Wightman, J., observing, "This gentleman is a stranger to you; you repudiate his being your attorney, and I do not see how you can call upon him to account to you as such."

Moreover, in the present case, had the relationship been established, it is apprehended the rule could only have been made absolute on the terms of payment to W. M. of the costs owing to him by H.; for the courts will not in general interfere with an attorney's lien (see *Re Millard*, 1 D. P. C. 140).

CERTIORARI—COSTS—CONSPIRACY.

Regina v. *Jewell & Percival*, 5 W. R. (Q.B.) 202.

From this case it appears, that if one of two or more defendants, jointly indicted—as for a conspiracy—seek to remove the indictment into the Queen's Bench by *certiorari*, it is (notwithstanding the recent provision, 16 & 17 Vict., c. 30, s. 5, by which the present practice of removal of indictments into the Queen's Bench is chiefly regulated) incumbent on the removing party to become bound for the subsequent costs, in case either himself or any of his co-defendants shall be convicted. From a recent case to which reference was made *arguendo*, *Regina* v. *Wilks* (5 E. & B. 690), it may also be collected that it is in the discretion of the judge allowing the *certiorari*, to decide whether all the defendants must be bound, or he only by whom the removal is sought.

MARRIED WOMAN—CA. SA.—DISCHARGE BY REASON OF HAVING NO SEPARATE PROPERTY.

Ivens v. *Butler & Wife*, 5 W. R. (Q.B.) 202.

This was an application to discharge *Anne Butler* (the female defendant), who had been taken in execution on a judgment, signed against her and her husband, in an action brought by the plaintiff to recover a debt contracted by Anne Butler *dum sola*. The husband had obtained a final order for protection under the Insolvent Act. It appeared that if the wife survived the husband, she might possibly receive from certain trustees an allowance of a precarious nature.

Lord Campbell, C.J., laid down the general law to be, that if a husband and wife are taken in execution for the debts of the wife, the wife is entitled to be—or at least, according to the long-established practice of Westminster Hall, will be—discharged, if she has no separate property. And that it makes no difference as to this (notwithstanding the observations of the Barons in the case of *Larkin* v. *Marshall*, 4 Ex. 804), whether the husband be taken or not taken with her, or whether he be exempt from imprisonment on the judgment. The court also held, unanimously, that a possible allowance, contingent on the death of her husband during her lifetime, was not "separate property" sufficient to authorise her detention in custody.

JURISDICTION OF JUDGE—EXECUTION AGAINST SHAREHOLDER, LEAVE TO ISSUE.

Palmer v. *The Justice Insurance Society*, 3 Jur. (N. S.) 44 (Q.B.)

A rule had been obtained, calling on two shareholders in the above company to show cause why execution should not issue against them on a judgment obtained by the plaintiff against the company. And in the argument it became necessary to determine the question, whether an order for execution under 7 & 8 Vict. c. 110, s. 68, against individual shareholders could be made at chambers by a judge of either of the three courts, without regard to his being or not being a judge of that court out of which the record issued. All the judges held (on being consulted by the Court of Queen's Bench), that each of the judges had such authority under 1 & 2 Vict. c. 45, s. 1.

RESPONSIBILITY OF ATTORNEY AS GENERAL AGENT FOR HIS CLIENT.

Swinfen v. *Swinfen*, 5 W. R. (C. P.) 203.

In this case, a rule which had been obtained by the defendant for an attachment against the plaintiff for refusing to carry out the terms of a reference agreed to by counsel on either side in court, embodied in an order of *nisi prius*, and subsequently made a rule of court, was discharged, on the ground that one member of the court (Mr. Justice Crowder) did not think the plaintiff in contempt, because he thought her not bound by such agreement. The important proposition affirmed, *arguendo*, that counsel, without any special authority previously given, or any subsequent ratification, and by the mere relationship of counsel to his client, is invested with a general agency and authority to bind the client by any agreement he may, in his discretion, enter into on his behalf while conducting the cause in court, remains, consequently, neither overturned nor supported by any judicial decision further than those relied on by the defendant in his argument. But a case in the Court of Common Pleas (*Filmer* v. *Delber*, 3 Taunt. 484), was referred to by Mr. Justice Crowder, in his judgment, which is of great moment to the *attorney*; because it would seem from that case that an attorney, at all events, has such authority and such responsibility thrown on him by the law, on the ground that if he grossly errs in his judgment or manner of proceeding the client has a remedy against him by action, though not against counsel. It is remarkable, however, that in a subsequent case (*Biddle* v. *Douse*, 6 B. & C. 225), Lord Tenterden carefully avoids expressing any acquiescence in the doctrine established by *Filmer* v. *Delber*, that an attorney has power to bind his client by an order of reference of *nisi prius*, without his consent and even against his instructions.

Professional Intelligence.

ELECTION OF COMMON-SERJEANT.

The Court of Common Council proceeded on Thursday to the election of a Common-Serjeant. The candidates for the office being Mr. Locke, Mr. Bodkin, Mr. T. Chambers, M.P., Sir W. Riddell, M.P., and Mr. Pulling.

The following is the result of the first poll:—

For Mr. Locke	48
For Mr. Bodkin	58
For Mr. Chambers	91
For Sir W. Riddell	77
For Mr. Pulling	15

Mr. Chambers and Sir W. Riddell having the largest number of votes,

The Lord Mayor called upon the court to elect one of these gentlemen to the office.

After the poll had been kept open an hour the numbers were:—

For Mr. Chambers	102
For Sir W. Riddell	89
Majority for Mr. Chambers	13

CALLS TO THE BAR.

Lincoln's-Inn, Jan. 26.—The undermentioned gentlemen were this day called to the degree of Barrister-at-Law by the Hon. Society of Lincoln's-inn, viz.:—Thomas Waraker, Esq.; John Edwards, Esq.; John Coutts Antrobus, Esq.; Edward Macnaghten, Esq.; Edward Cutler, jun., Esq.; Messing Thomas Laxton, Esq.; Sydney Crawshay, Esq.; Edward Dwyer, Esq.; and Theodore Lavalliere, Esq.

Middle Temple.—Barrister-at-law.—Jan. 26.—The undermentioned gentlemen were this day called to the degree of the utter bar:—William Ritchie, Esq.: of Scone Perth, Van Diemen's Land (holder of the Studentship awarded by the Council of Legal Education, Hilary Term, 1857), the sixth son of the late Thomas Ritchie, lieutenant in Her Majesty's navy; Randal Francis Tongue, of Aldridge, near Walsall, the eldest son of Edward Tongue, of Aldridge, in the county of Stafford, Esq.;

James William Branson, of Madras, the third son of John Edward Branson, late of Madras, Esq., deceased.

Inner Temple, Jan. 26.—The undermentioned gentlemen were this day called to the bar by the Hon. Society of the Inner Temple:—Alfred George Marten, Esq. (certificate of Honour), B.A., S.C.L.; Thomas Bendyshe, Esq., M. A.; Vernon Lushington, Esq., S. C. L.; William Alexander Neill, Esq., B.A.; Richard Thomas Tidswell, Esq., B.A.; James Croome, Esq., M.A., and Roper Weston, Esq., B.A.

Gray's-inn, Jan. 26.—At a pension of the Hon. Society of Gray's-inn, holden this day, Charles Kennedy, Esq., B.A., was called to the degree of barrister-at-law.

CANDIDATES WHO PASSED THE EXAMINATION.

Hilary Term, 1857.

Names of Candidates.	*To whom Articled, Assigned, &c.*
Angell, Geo. Bellamy, B.A.	William Harteup.
Ashley, George	Richard Knapp; Benjn. Holloway.
Baylis, Charles	Richard Roy.
Beaven, Alfred	Arthur Gore.
Bedwell, Arthur Benjamin	Henry Last.
Birch, Henry John	Edmund William Paul.
Bodenham, Frederick	Benjamin Bodenham; A. S. Field; Charles Meredith.
Boodle, William	John Packwood.
Bowen, Lindsey Priestley	Solomon Bray.
Brewin, Arthur	Frederick Smith.
Brown, Joseph M'Gregor Aird	William Young.
Burchell, William, jun., B.A.	William Burchell.
Chester, Edward	Charles Chester.
Clayhills, Thomas	Henry Hutchinson; J. Williamson.
Coleman, Edward Mountford	William Penn Allcock.
Cotman, Frederick	Christopher Bland Walker.
Crossfield, William John	John Hollams.
Dean, Thomas	James William Dean.
Drake, Henry	Francis Drake.
Ebsworth, John	Edwin Ward Scadding.
Edwardes, Frederick George	George Robinson; George Capes.
Eggington, John Lloyd	Richard Helps.
Fenn, Samuel, B.A.	James Murray Dale.
Flux, William	William Taylor Prichard.
Foster, Adam Crossfield	James Edward Norris.
Garrod, Henry Edwin	John Crabtree.
Goldring, Thomas Zachariah	Edward Mackeson.
Harris, John Parsons	John Darke; Joseph Dodds.
Hewitt, William Hope	John Hewitt.
Hill, Alfred Brodhurst	William Wagstaff.
Hinckley, Frederick	Thomas Hodson.
Hiron, Thomas Eden	George Eades.
Jenkins, Thomas Moses	John Blakeney; Fred. W. Dolman.
Jones, John Langston	Charles Jones.
Jones, Richard	John Dangerfield.
Kent, Francis Roylance	Edwin J. Kent; John Loxdale.
Lambert, James William	Richard Lambert.
Learoyd, Nehemiah	Alfred Bantoft; Thos. Wm. Clough.
Lewis, Thomas	Edward Knocker.
Liversidge, Henry	Thomas Harsley Carnochan.
Lloyd, Henry Hume	Edmund Lloyd; Thos. Crossman.
Longstaffe, William Hylton	William Kell.
Lott, Joseph	Nicholas Gedye.
Middlemas, Robert	John Atkinson Wilson.
Millman, William	George Fitch.
Moojen, Frederick	Wm. Augustus Sadler Pemberton.
Morris, David William	James Ward Russell.
Moseley, Henry Kingdon	Thomas Moseley; Wm. M. Tayler.
O'Donnoghue, Henry O'Brien	James Wallace Richard Hall.
Oldman, Thomas Hugh	Thomas Oldman.
Orford, William, B.A.	Nicholas Earle.
Owen, John	Thomas Bolton.
Pope, Jonathan Henry Cundy	Geo. Pridham; F. W. P. Cleverton.
*Potter, Henry Cipriani	James Leman.
Procter, Charles Edward	Edward Procter.
Quarrell, William Chance, jun.	Richard John Roberts.
Richards, John Charles	Anthony Gilbert Jones.
Richardson, Albert William	Pearless & Head.
Richardson, John	Edmond Foster.
Robinson, William	Thomas Robinson.
Rogers, Joseph Roberts	Thomas Rogers.
Sangster, John William	John Sangster.
Sheppard, John Francis	John Horton Sheppard.
Shilson, William Dinham	William Shilson.
Sikes, Thomas Boyfield, jun.	John Hawkins.
Skipsey, Rich. Appleton Robinson	William Young.
Stable, John Wickey	J. W. Stable, sen.; C. E. Palmer; John Nesbitt Malleson.
Stone, William Stanley	John Marriott Davenport.
Thomson, Christopher Gardner	Richard Wilson.
Toy, William	Henry Gartside.
Watson, James Foster	George Webster; Jas. O. Watson.
Wawn, Christopher	Robert Brown: Christr. A. Wawn.
Whitcombe, George	John A. Whitcombe; Thos. Helps.
White, Arnold William	Robert John Porcher Broughton.
Williams, Robert Winn	Price Morris.
Willoughby, Henry William	Thomas Cox.
Wilson, Henry Porter	A. Portington; A. P. Groom, P. H. Lawrence, & Charles Heywood.
Woodcock, William Plant	William Plant Woodcok.
*Wright, Charles	Joseph John Wright.

* These gentlemen obtained the Prizes at the Examination.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The annual meeting of this society was held in the theatre of the Institute, Cannon-street, on Wednesday evening last. William Wills, Esq., occupied the chair, and amongst the gentlemen present were Messrs. W. R. Wills, G. J. Johnson, C. T. Saunders, M. A. Fitter, J. Brown, J. Walford, S. Balden, W. H. Harris, and L. Chirm, solicitors, and honorary members; and Messrs. Hodgson, Harrison, Payne, Potts, Warden, Slater, Browning, Fox, Marigold, Fereday, Horton, Brown, and others, ordinary members.—The Chairman commenced the proceedings by an address. After remarking on the important objects contemplated by the society, he proceeded to enforce the necessity of studying constitutional and legal history, especially in the source most instinct with life and reality—the state trials. In these the student could trace step by step the contests of faction, the operation of cruel laws, the growing sense of needed amendments in the criminal code. Extending over a period of five hundred years, the state trials formed the clue and explanation of almost every statute and every event of our national legal history during that long period. Not only did these trials exhibit the operation of cruel laws, especially the terrible law of treason as it was formerly interpreted, but they were full of romance beyond the inventions of novelists; they laid bare the workings of the human heart, they were crowded with touching events, pathetic situations, and dread catastrophes. After quoting from the state trials some of the most remarkable cases recorded in them, Mr. Wills earnestly recommended his hearers to make themselves acquainted with the great moral abstract principles which formed the bases of rules of law, and concluded his address by expressing his deep interest in the Law Students' Society, and his hope that it might long continue to be the means of diffusing the advantages of sound legal knowledge.—Mr. Wills has consented to allow his address to be printed for distribution amongst the members of the society.—Mr. Horton, the secretary of the society, read the report for the past year, which congratulated the members that, at this the ninth anniversary, the association was in a greatly improved position. There were 118 honorary and 43 ordinary members, and since the last annual meeting ten members had been placed on the rolls as attorneys. The library had been increased by 27 volumes, and now numbered 150 volumes, exclusive of various papers. There had been many readings and discussional meetings, and these had been generally well attended. The cash accounts showed the receipts for the year to be £52 9s. 3d., and the expenditure £49 3s. 3d., leaving a balance to be carried to the next account of £3 6s. A balance of £2 16s. 5d. was also in hand on the library account.—The following gentlemen were elected as the committee for the ensuing year:—Messrs. Johnson, Fitter, Balden, Fox, Fereday, Horton, Warden, Marigold, and Jelf.—The meeting was addressed by Messrs. Payne, Fereday, Horton, Johnson, Marigold, and Saunders, and the proceedings were brought to a close by a vote of thanks to Mr. Wills for his kindness in presiding.

ADMISSION OF ATTORNEYS.

Queen's Bench.

FOR THE LAST DAY OF HILARY TERM, 1857, PURSUANT TO JUDGES' ORDERS.

Clerks' Name and Residence.	*To whom Articled, Assigned, &c.*
Stone, William Stanley, Guildford-st., Pall-mall; and Thame	J. M. Davenport, Oxford.
Willoughby, Henry William, 10, Clifford's-inn; and Bedford-square	Willoughby & Cox, Clifford's-inn.

RE-ADMISSION ON THE LAST DAY OF HILARY TERM, 1857.

Fuller, Joseph Bury, Birmingham.

TAKING OUT AND RENEWAL OF CERTIFICATES ON FEB. 2, 1857.

Edmands, Charles Henry, Oakley-lodge, Chelsea.
Freer, Edward Hickman, Stourbridge.
Wright, George, Brunswick-terrace, Commercial-road-east.

APPOINTMENT.

The County Court Judgeship, vacated by the death of Mr. Kekewich, will be filled by Mr. Charles Dacres Bevan, of the Western Circuit.

VACANCY.

The office of Clerk of the County Court, Chesterfield, has become vacant by the death of Mr. William Waller.

Correspondence.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In confirmation of that part of Z.'s letter in your paper of Saturday last, relating to the charges of solicitors for conveyancing business, I would ask you to publish the following facts which have lately happened in my own practice.

The estate of a nobleman in the North Riding was last autumn sold in lots by public auction. A client of mine purchased at the sale two lots for £13,423 15s. The abstract of title consisted of ninety-five brief sheets. A conveyance to my client of these two lots, about 100 folios in length, was prepared and executed, together with a separate deed of covenant from the vendor for the production of the title-deeds which were retained by him. My client afterwards purchased another portion of the same estate for £11,000. The abstract of title to this portion was a copy of that relating to the lots previously purchased. Another conveyance of about 100 folios in length, and another deed of covenant for the production of the title-deeds, was prepared and executed by the vendor. The deeds were in the hands of the vendor's solicitors in town, and were examined with the abstract by my agents, through whom the purchase-money was paid, and both purchases completed.

My bill for the whole (exclusive of stamps, and money out of pocket) amounted to £55, but the stamps and money out of pocket amounted to £138. My agent's charges for examining deeds with abstract and completing the purchase, and making searches, &c., were (exclusive of money paid) about £15, thus making the professional charges of my agents and myself £70. Now, if my client had purchased stock or shares to the amount of £24,423, he would have been charged by his broker rather more than £122 for commission. His attorney has charged him a little more than one-half of this sum on a purchase of land. It is, therefore, clear that the charges of solicitors, in conveyancing, are less than those of stock-brokers in transfers of stock and shares.

I may add, that if my client had made the second purchase before the conveyance of the first had been executed, the whole would have been included in one conveyance, and, in that case, my charges would only have amounted to about £35, whilst the stamps and money out of pocket would not have been less than they were. The broker's charge would have been £122, irrespective of the fact that the purchases were made at the same or at different times.

I remain, Sir, your obedient servant,

27th January, 1857. T.

Lectures at the Incorporated Law Society.

MR. MALCOLM KERR ON THE STATUTES OF LIMITATIONS.

Mr. Kerr delivered his seventh lecture on the Common Law and Practice of the Courts, on the 23rd inst. He observed that he had in his previous lecture divided the consideration of the statutes of limitations into:—

1. Those applicable to suits and proceedings for the recovery of *real property*.
2. Those applicable to actions on *specialties*.
3. Those applicable to actions for *simple contract debts, and trespasses to property*. And
4. Those applicable to certain actions of *trespass to the person*, and for *verbal slander*.

The enactments of the Mercantile Law Amendment Act did not affect in any way the limitations comprised under the first head. They applied *solely* to the other periods of limitations.

The lecturer said that he had already disposed of the Prescription Act, which defined the various periods of limitations applicable to *incorporeal hereditaments*, other than rents. The next sub-division was, as to the limitations prescribed with reference to proceedings for the recovery of *corporeal hereditaments, or land*, and *rent services*. The period of limitations applicable to the remedies to recover these, was fixed by the statute 3 & 4 Will. 4, c. 27, s. 2, which enacted that no person should make an entry, or distress, or bring an action, to recover any land or rent, but within twenty years next after the time at which the right to do so should have accrued to that person, or some one through whom he claimed. Previously to this statute an entry might have been made, unless it were tolled or taken away by a descent, cast, or a discontinuance at any time. If entry failed as a remedy, a possessory action must have been brought, for which the period of limitation was, at one time, King John's return from Ireland; at another, Henry the Third's coronation; but ultimately, by Henry the Eighth's Statute of Limitations, fifty years. Finally, the writ of right might be resorted to within sixty years of the title accruing. But none of these periods of limitation applied to rent services, or services due by custom, the right to which could not, until the 3 & 4 Will. 4, c. 27, be barred by any period of dispossession however long. These periods of dispossession must also have been *adverse* to the title of the claimant; the possession of a tenant was regarded as the possession of the landlord, and consequently not adverse to him. The possession of a younger brother of the real heir was that of the heir himself and non-adverse; the possession of one joint tenant, tenant in common, or coparcener, was that of the co-tenants or co-parceners. The statute, however, contained express enactments altering these rules of law, and put an end to all questions as to whether the possession required thereby were adverse or not (*Culley* v. *Taylerson*, 11 Ad. & E. 1015; *Nepean* v. *Doe*, 2 M. & W. 911). *Actual* possession for twenty years was all that was now required, since, under the statute, possession not only gave the right, but transferred the estate. The previous statutes of limitation barred the *remedy*, but not the *estate*. They did not create an estate, although they enabled a party to hold that which he had against all the world. The statute 3 & 4 Will. 4, c. 27, in point of fact, gave the estate, for it barred the remedy and declared the title indefeasible. (See the observations of Lord St. Leonards in *Incorporated Society* v. *Richards*, 1 Connor & L. 84-5; 1 Dru. & Warren, 289; *Landsell* v. *Gower*, 17 Q. B. 589; *Doe d. Baddeley* v. *Massey*, 17 Q. B. 373; *Doe d. Thompson* v. *Thompson*, 6 Ad. & E. 721.)

As to what hereditaments the statute applied to, the enactment was, any "land" or "rent;" and *land*, by the first section, was declared to include *manors, messuages, and all corporeal hereditaments*, and also all *tithes*, which expression, according to the case of the *Dean and Chapter of Ely* v. *Cash*, 15 M. & W. 617, had been interpreted to be *the right to, or estate in, the tithes*. The word "rent," by the interpretation clause (s. 1) included *heriots*, and all services and suits for which a distress might be made, and all annuities and periodical sums payable out of land.

The word itself, independent of the interpretation clause, might, however, still include the rent itself, such as rent under a lease, or an estate in a rent, such as a freehold quit-rent, or such like payment. It had been decided that it was the estate in, or the title to, the rent, to which the statute applied, and that the expression did not include rents reserved on a lease (*Grant* v. *Ellis*, 9 M. & W. 122; *Owen* v. *De Beauvoir*, 16 M. & W. 566; 5 Exch. 166).

The 2nd section of the Limitation Act provided that no action should be brought, or distress made, but within twenty years after the right to do so should have accrued, either to the claimant, or some one through whom he claimed. The 3rd section pointed out the several periods at which this right should be deemed to have accrued. The first case given was when the claimant, or the person through whom he claimed, should have been in possession or receipt of the profits of the "land," or in receipt of the "rent," and, while so entitled, should have been dispossessed of the land, or have discontinued such possession, or the receipt of the profits thereof, or of the rent, or at the last time when any such profit or rent were so received. Dispossession of land by being turned out was, at the present time, a very rare occurrence, although it was often infinitely better for the claimant to resort to this summary remedy, and run the risk of an action of trespass, than to proceed at law in the first instance. The most ordinary kind of dispossession was, the discontinuance of the receipt of the rents or profits; and the effect of the section was, to make the last payment or receipt of such profits the date from which the twenty years was to run. This was decided by the case of *Owen* v. *De Beauvoir*, 16 M. & W. 566.

The second case given was that where the claimant of the land or rent claimed the estate or interest of some deceased person who continued in possession until his death, in which case the claimant's right was to be deemed to have accrued at the time of the death.

The third case was when the land or rent was claimed as an estate, or interest, in possession, granted or assured to the claimant, or some one through whom he claimed (otherwise than by will), by a person who, in respect of the same estate or interest, was in possession or receipt of the profits of the land; or of the rent, in which case the twenty years ran from the

time when the claimant, or the person through whom he claimed, became entitled.

It was held that this section comprehended the case of a mortgagee who obtained by grant the estate of the mortgagor, and that a mortagee was obliged to bring his action to recover the land within twenty years of the date of the mortgage (*Doe d. Royland* v. *Lightfoot*, 8 M. & W. 553). It was now provided, however, by 7 Will. 4 & 1 Vict. c. 28, that a mortgagee might bring ejectment at any time within twenty years of the last payment of any principal or interest. It was not necessary to prove an *actual* payment of interest or principal, if the defendant were estopped from denying it (*Forsyth* v. *Bristowe*, 8 Ex. 716). The fourth case defined by the 3rd section fixed the time when the right accrued to an estate originally granted in reversion or remainder. It provided that when the estate claimed should have been an estate in reversion or remainder, and no person should have obtained the possession or receipt of the profits of the land or of the rent, then the right should be deemed to have accrued when the estate first became an estate or interest in possession. The condition that no person should have obtained possession was essential, because if once there was a possession in fact, or by receipt of profits, the case was within the first class, and the time began to run from dispossession or non-receipt of the profits. If, therefore, there were an outstanding term, it was clear that the reversioner's right of entry did not accrue until the term had expired, because only then did his estate become an estate in possession (*Doe d. Davy*, 7 M. & W. 131). This section had created a curious anomaly. Suppose the case put by Mr. Baron Alderson of an insolvent tenant under an existing lease, containing a proviso for re-entry on non-payment of rent, that the insolvent had paid no rent at all, and continued to sit free and insolvent, for twenty years, the lease still subsisting, and the reversion, of course, not having fallen in: here the landlord lost both the land and the rent. This was decided in *Doe d. Mannon* v. *Bingham*, 3 Ir. L. Rep. 456. So that a landlord was entitled to recover possession at the end of the term, though he never received a farthing rent, but he could avail himself of the clause of re-entry, and enter on the land, after the lapse of twenty years; for the last case specified in the 3rd section was when the person claiming the land or rent, or the person through whom he claimed, should have become entitled by a forfeiture or breach of condition, the right should be deemed to have accrued when such forfeiture was incurred, or such condition broken. The anomaly just mentioned resulting from the combined operations of the 2nd and 3rd sections of the statute, would seem almost to have been anticipated by the framers of the act. It was clear that if a reversioner or remainder-man did not take advantage of a forfeiture or breach of condition within the twenty years allowed him, he lost his right to do so. It seemed to have been feared that under the 2nd section he would then lose his reversion, for the 4th section made an express provision for such a case, enacting that if advantage was not taken of a forfeiture or breach of condition the reversioner should have a new right to enter when his estate fell into possession, which "falling into possession" was defined by the 5th section of the statute. The doctrine of non-adverse possesion was entirely done away with.

The 7th and 8th sections assisted to carry out this object. If there were a tenancy at will, the right of the landlord was deemed to have accrued at the end of the first year, or at the expiration of the tenancy. Consequently where the tenant was let into possession in 1817, and the action was brought in 1839, it was considered to be too late, for the right accrued in 1818, at the end of the first year of the tenancy, although the landlord had entered, and cut and carried away stone from the lands; this only converted the tenancy at will into one by sufferance, and the tenant had continued in possession as tenant at sufferance, unless a new tenancy at will had been created (*Doe d. Bennett*, 7 M. & W. 226). In this case a new trial was granted, and it was found that there was evidence of a new tenancy at will having been created, so that a fresh period of twenty years had begun to run, and had not expired before the action was brought. (See the same case, 9 M. & W. 643.) Twenty years' possession under this statute gave an estate. Its operation, as to a tenancy at will, in barring the right of the real owner to recover after twenty years had expired, would be seen in the case of *Doe d. Dayman & Moore*, 9 Q.B. 555. The object of the provision at the end of section 7, that no mortgagee or *cestui que trust* should be deemed a tenant at will, was too obvious to call for comment.

The 8th section of the statute laid down a similar rule as to tenancies from year to year, where there was no lease in writing. Under the previous sections the right accrued at the determination of the tenant's term, either by breach of condition, forfeiture, or effluxion of time. The same principle applied to yearly tenancies—the right accrued either at the end of the first year of the tenancy, or at the last time when any rent was received, whichever should last happen. The operation of the act in giving an indefeasible estate by twenty years' possession, without payment of rent, after a yearly tenancy, was illustrated by the case of *Jukes* v. *Sumner*, 14 M. & W. 39. The effect of the payment of rent within the twenty years was illustrated by the case of *Doe d. Earl Spencer* v. *Beckett*, 4 Q.B. 601.

The non-receipt of rents or profits was the period from which commenced that dispossession of the rightful owner, which, after twenty years, was to oust him altogether. The payment of rents or profits it was which, on the other hand, preserved to the landlord his property. But in a tenancy at will, or at sufferance, there was no rent or annual acknowledgment of the owner's right; and hence twenty years' possession might give such tenant an indefeasible estate. In the cases mentioned, the rightful owner would have preserved his property had he taken an acknowledgment of his right from the tenant, for this, by the 14th section of the statute, was equivalent to possession or receipt of rent by him. What was a sufficient acknowledgment, what writing amounted to an acknowledgment, was generally a question of law, and of course was, on general principle, to be determined by the court (*Morrell* v. *Frith*, 3 M. & W. 402). That was a case on the statute of limitations of James I., but the same rule was applied to a case under this very section, (*Doe d. Curzon* v. *Edmonds*, 6 M. & W. 295.) That case would also serve to show that an acknowledgment must be unconditional and absolute; it must not be of the nature of a proposal, for instance. A good illustration of such an acknowledgment was to be found in the case of *Fursdon* v. *Clogg*, 10 M. & W. 572, and in the recent case of *Jayne* v. *Hughes*, 10 Ex. 430.

The 16th section of the statute provided for the case of disabilities at the time the right accrued to the person, by or through whom the claim was made. It gave a claimant ten years beyond the time when the disability should have ceased. These disabilities were—one, infancy; two, coverture; three, unsoundness of mind, including idiocy or lunacy; and four, absence beyond seas. It should be observed that "imprisonment" was not a disability under the statute, as it had hitherto been under the 21st of James I. The commissioners on the law of real property had this disability omitted, both in their statute and in the 3 & 4 Will. 4, s. 42, which prescribed the limitation as to actions on specialties, on the ground that imprisonment, whether under civil or criminal process, was now of comparatively short duration. The Mercantile Law Amendment Act had swept it away in other cases, so that it no longer existed as a disability in any case whatever. With reference to "absence beyond seas," it might be remarked that it remained a disability under this statute so far as regarded suits for land or rents, but had ceased to be so as to suits for money charged upon land, and also under the other statutes of limitation—the 3 & 4 Will. 4, c. 42 & in 21 Jac. I. c. 16. Suits for recovery of money charged upon land would, therefore, be classed with specialty debts. With reference to the other disabilities—infancy, coverture, lunacy, and absence beyond seas—the disability must exist at the time the right accrued, from which it might sometimes happen that the protection intended to be afforded by the statute was no protection at all (see *Owen* v. *de Beauvoir*, 16 M. & W. 567).

Even in the case of disability, the lapse of forty years was, by section 17, an absolute bar to the right to recover, as was held in the case of *Doe* v. *Branston*, 3 Ad. & E. 63. But it must be kept in view that the forty years was not a bar against all the world. The twenty years constituted the regular and ordinary bar; the savings of different disabilities constituted the exceptions thereto; the forty years period ran only in the case of disabilities, and in that case not more than forty years were allowed. The twenty years began to run when the right accrued; for instance, when an estate in remainder or reversion fell into possession—an event which might not happen for a much longer period than forty years, as, for example, in the case of an estate for life with remainder over, or a lease for ninety years. With these cases the forty years' limitation had nothing to do.

The lecturer said that the 20th, 21st, 22nd, and 23rd sections of the statute were passed merely to carry out the general object of the statute, and that their examination would involve a disquisition on the law of real property which it was not within his province to give; but that the operation of the 21st section was illustrated in the case of *Austin* v. *Llewellyn*, 9

Ex. 276. The 24th section merely made part of the statute law, the rule on which the Court of Chancery had all along acted in adopting legal periods of limitation.

Mr. Kerr said, that the limitations applicable to corporeal hereditaments and rents might be summed up in three propositions.

1. An entry could only be made on, or an ejectment be brought for, land (including tithes), or a distress be made for a rent charge within twenty years of the right accruing to the claimant, or some one through whom he claimed.

2. The right to enter, bring ejectment or distrain, accrued (and the period of twenty years of course began to run), when the claimant was first dispossessed.

3. If the claimant, or the person through whom he claimed, happened to have been an infant, lunatic, a *feme covert*, or absent beyond seas, at the time the right accrued, the claimant had, ten years after the death of the person under disability, or after the disability ceased, to proceed, but in no such case had he more than forty years.

Mercantile Law Conference.

In accordance with previous announcement, this conference met, on Jan. 28, at Willis's Rooms, St. James's, Lord BROUGHAM presiding. Among those present were:—Lord Stanley, M.P., Sir Erskine Perry, M.P.; Mr. Apsley Pellatt, M.P.; Mr. George Ridley, M.P.; Mr. Wickham, M.P.; Mr. Craufurd, M.P.; Mr. Christopher Russell, Liverpool; Mr. Edward Banner, Liverpool Law Society; Mr. John Wilson, Vice-President of the Liverpool Guardian Society for the Protection of Trade; Messrs. Hassell, Phillips, and Wells, Hull Chamber of Commerce; Mr. L. Briton, secretary to the Bristol Chamber of Commerce; Messrs. Crosthwaite, Francis Codd, John Jameson, and Thomas Pim, Dublin Chamber of Commerce; Mr. Henry Brown, mayor of Bradford; Mr. John Darlington, secretary to the Bradford Chamber of Commerce; Messrs. Kitchley and Saunders, Kidderminister; Mr. Scrope Ayrton, Leeds; Messrs. Turner, Entwisle, Taylor, and Fleming, Commercial Association, Manchester; Mr. Lea, Warrington Chamber of Commerce; Mr. Richard Graves, mayor of Warwick; Mr. S. S. Lloyd, Birmingham Chamber of Commerce; Mr. J. Mitchell, Leith: Mr. T. T. Paget, President of the Leicester Trade Protection Society; and Mr. Thos. M'Clure, Belfast Chamber of Commerce. There was also a large attendance of members of the legal profession.

The CHAIRMAN, in opening the proceedings, said it gave him very great satisfaction to have the honour of meeting that conference, assembled as it was from all parts of the country, as well as from the City of London, and that, too, on a subject of the greatest possible importance. He would not detain them by dwelling on the importance of the occasion. It was enough to say that those whom he addressed were met to give the result of their practical experience of the working of the mercantile laws of this country. If anything could add to the necessity of attention, on the part of the Government and the Legislature, to the experience of mercantile men on the subjects which most nearly affected them, it was the fact that of late years very material changes had been introduced in the mercantile laws of this country, and that of the effects of those changes, for good or for evil, they had not yet had an adequate opportunity of informing themselves. At the head of the subject-matter set down for consideration stood the law of bankruptcy and insolvency, and the other branches of the law of debtor and creditor forming part of the new system which had been introduced within little more than a quarter of a century. A great change was made in the law by the act of 1831. Important changes were made by the act passed in 1840 or 1841; and a further change, and, as he trusted, a further improvement, was introduced in 1849, by the act commonly called "The Bankruptcy Consolidation Act." They had now to consider how far benefit had arisen from these several changes; how far errors had been committed, and, therefore, mischief had been inflicted; and how far improvements might now be introduced in the law. As regarded measures of amendment generally, objections had been urged against the course pursued by the Law Amendment Society which appeared to be wholly groundless. It was said that they had not proceeded upon any system, that they ought to introduce a new code of mercantile laws instead of going to work piecemeal and making a variety of proposals. Now, in the first place, he denied the truth of what was alleged; he asserted that they had proceeded almost constantly upon a uniform system. One great principle would be found to pervade and govern all the changes which he himself proposed before the existence of the Law Amendment Society, and many of which he happily succeeded in bringing about, and all the changes which that society had since been the means of carrying into effect. That principle was the substitution of natural for technical procedure—natural procedure with its incalculable benefits, for technical procedure with its incalculable evils. If he were asked why they did not propose a new system of law, his answer would be that that would be all very well if the existing system of jurisprudence were a mass of absurdity and contradiction. If, indeed, there were nothing valuable in the existing system, the sooner it was swept away and another substituted for it the better; but the contrary was the truth. Even the stoutest law amenders admitted that such was not the case. Mr. Bentham himself was one of the first to admit that there was in the English system of jurisprudence far more of what is valuable than of what is reprehensible; and it followed from this that, instead of the whole being swept away, nine-tenths of the system, being good, should be retained, and the remaining tenth should, as far as possible, be improved. Again, it was said that the improvements which were proposed, not merely by the Law Amendment Society, but by those who desired changes in the political, civil, or religious system of the country, did not go far enough. His answer was, that they went as far in most cases as they ought to go—as far as was practicable and safe. It was best to take one step, and make sure of their footing, and then to wait until that step had proved safe and beneficial. No harm could arise from postponement, while it was at least attended with the advantage derived from experience. He had alluded to the Bankruptcy Consolidation Act. Many objections had been made both in and out of courts of justice, to the working of that statute. These objections were, he believed, very much exaggerated; but one thing must be admitted—namely, that late events in the mercantile world had unfortunately shown that there was a species of conflict between the different branches of the law affecting bankruptcy and insolvency, and the Winding-up Acts. His impression was that these things were beneficial on the whole, and that the great difficulty arose from the conflict of jurisdiction; and if the winding-up and the bankruptcy were administered by the same tribunal, he ventured to say 99 out of 100 parts of the grievance would cease to exist. He was informed that Mr. Commissioner Holroyd concurred in this opinion. Now he thought the moment at which they were met was in some respects a happy one. There was now a great disposition on the part of all persons in both Houses of Parliament to devote their attention to the important subject of the amendment of the law; and various measures were not merely in contemplation, but in actual preparation, for the accomplishment of that desirable object. Not only the Government, but parties wholly unconnected with, and indeed opposed to it, concurred in the necessity of making some changes, and in hoping that the changes contemplated would prove beneficial. Professions and promises, indeed, cost little, and wise and prudent men would be disposed to take them at cost price. He certainly participated in that feeling, and would look more to a little performance than to very ample promise; but, beyond the general principle which he had stated, he had no reason whatever to doubt the perfect sincerity, both of those in office, and those out of office, from whom the promises and professions in question had proceeded; still, he was disposed to watch carefully, to be active and diligent, and to do all he could to secure that those to whom he referred should fulfil their promises; and nothing certainly could be more likely to conduce to the desired result than the proceedings of that conference.

Mr. HASTINGS, one of the secretaries of the conference, then read the following report of the committee:—

"The great success of the Mercantile Law Conference held in November, 1852, and the legislative results which followed its deliberations, induced the council of the Law Amendment Society to take into consideration, at the commencement of their present session, the expediency of convening another meeting of a similar nature. The council felt that the same reasons which had operated so powerfully to produce and carry through successfully the first conference were still in existence, to exercise the same influence over another. It is true that considerable amendments have been made during the last four years in the mercantile law of the United Kingdom; but it is equally true that those amendments bear but a small proportion to the defects which still require a remedy. The council have constantly received communications from various quarters,

which showed that considerable dissatisfaction is felt by the commercial community as to the law or its administration, or both; and were there no other evidence of the need existing for further improvements in our laws, this dissatisfaction, arising in a body of men so little prone to agitation and so desirous of stability as the mercantile classes, seems in itself a tolerably conclusive demonstration. Law, if cheap, simple, and well-adapted to its purposes, would work smoothly and silently as the recognised arbiter in case of dispute, and as the natural medium for the assertion of right and the redress of wrong. It is only when it departs from its true nature and fails properly to execute its appointed ends—when it becomes slow, cumbrous, expensive, uncertain, and oppressive—in other words, when it imperatively requires reform, that there is any likelihood of the public mind being agitated in respect to it. A general complaint against the working of a law is a proof that the law is defective; we may not at once see the evil, but we may be confident that it exists somewhere. Pure law is no more likely to be complained of than pure air or pure water. Impressed, therefore, with the dissatisfaction which appeared prevalent on the subject of our commercial laws, the council in November last addressed a letter to the Chambers of Commerce throughout the United Kingdom, asking their opinion as to the expediency of holding a Mercantile Law Conference for 1857. The answers received were so favourable that the council resolved to appoint the committee who are now addressing you, and to charge them with the preparation for a conference; and the committee accordingly proceeded to fix the days for the meeting, to issue invitations to chambers of commerce, town councils, trade associations, law societies, and other bodies interested in commercial law, and also to solicit suggestions as to the topics which the conference would do well to discuss. This appeal has been most fully answered, both with regard to the number of towns which are represented to-day, and the number and nature of the communications forwarded to the committee. Twenty-one towns, comprising upwards of five millions of inhabitants, and concentrating the wealth, energy, and enterprise of our shipping, manufacturing, and trading interests, have sent delegates to this conference. The names of these towns, several of which have supplied representatives from more than one public body, are as follow:—Bath, Belfast, Birmingham, Bradford, Bristol, Dublin, Glasgow, Huddersfield, Hull, Kidderminster, Leeds, Leicester, Liverpool, London, Manchester, Newcastle, Norwich, Plymouth, Southampton, Wolverhampton, and Worcester. The number of communications received is so considerable that the committee are unable to fulfil their intention of enumerating and describing them to the conference. Several will be read as papers during the proceedings, and it is hoped that all will be printed with the authorised report which the committee intend to publish very shortly. The task of arranging and classifying the various subjects forwarded to the committee has been a more difficult one. The circulars originally forwarded to the different bodies invited, contained eight heads of subjects which were selected as *indicia* of the kind of topics desirable; and the committee have been happy to find that while suggestions have been sent up on some point or other under each of these heads, scarcely any point has been urged which cannot be classified under one of them. Numerous and various, no doubt, the suggestions are; but on the main points there seems to be a singular agreement, and the committee believe that the course of discussion they are about to recommend is likely to bring prominently forward those topics in which the great majority of the delegates present are most interested. The principal subjects, they would observe, will be opened by papers, a mode of proceeding which tends to bring the discussion to a definite issue, and to present that issue in a clear and intelligible way. The first subject in the list is the law of bankruptcy, one on which the committee have received communications from every single public body represented here to-day, as well as from a number of private individuals. There cannot be a question that the present administration of this branch of our law, greatly as it was improved by the Bankruptcy Act of 1831, and afterwards by the Bankruptcy Consolidation Act of 1849, requires immediate and searching revision. The committee will not enter into the details of this question, being relieved from the necessity of doing so by the fact that a paper will be read on the subject which has been prepared by the Leeds Chamber of Commerce, and which will no doubt treat of it in the fullest and most satisfactory way. Mr. Commissioner Ayrton has favoured the committee with a paper under the same head, which will also be read to the conference. The committee have thought it advisable, that on the same morning during which bankruptcy is considered, other topics which can be classed under the same general head of the law of debtor and creditor should be taken. Mr. Craufurd, M.P., will accordingly read a brief paper on his Judgments' Execution Bill, a salutary measure which has been too long delayed. A discussion will also be taken on the United Kingdom Writs Bill, which is advocated by the Liverpool Chamber of Commerce and by other public bodies. Under this class of subjects, the committee may allude to that of imprisonment for debt, concerning which they have received several suggestions, among others a bill from Mr. Apsley Pellatt, M.P. In the evening of to-day a paper will be read by the Liverpool Chamber, on that most important and popular subject, the establishment of tribunals of commerce. Considerable difference of opinion prevails as to the expediency of these tribunals, at least if established after the continental fashion; but there can be little doubt as to the justice of the demand by the mercantile classes, for a cheaper, more frequent, and more satisfactory mode of disposing of commercial litigation. On the morning of Thursday, after a short paper by Professor Levi on a commercial code, the Manchester Commercial Association have undertaken to bring forward the subject of a general registration of partnerships. There is no topic more occupying the minds of mercantile men at the present moment: a strong impression prevails that such a measure, if it can be practically worked out, is most desirable, if not essential to the security of traders; and it is the highest satisfaction to the committee that this important subject is in hands so well calculated to do it justice, it being well known that the Association, in conjunction with the Manchester Law Society, have prepared a bill to carry out such a registration. The next paper read will be on the 17th. section of the Statute of Frauds, by Mr. Robert Slater, a well known merchant in the City, and one of the late commissioners of inquiry into the expediency of assimilating the commercial laws of England, Scotland, and Ireland. This subject has now been long discussed, and seems to divide the mercantile world. The committee hope that the consideration of it at this conference may tend to its ultimate settlement. There are various other topics of a less general nature which the committee think may be more advantageously debated by a small number than by a numerous and mixed meeting. They therefore recommend that several small committees be appointed, composed of one member from each deputation interested in the particular subject, and that these committees should, after due deliberation, report to the conference before it terminates. The committee, in conclusion, cannot but express their deep obligation to the various bodies who have supported them on this occasion, and to the gentlemen who have sacrificed their time and occupations to be present here. They are well aware of the influential nature of this conference, and of the important results which are likely to flow from it; but at the same time they are impressed with the conviction that these results will not be of a day's accomplishment, and that much care, caution, labour, and oversight will be requisite if the full fruits of this meeting are in their maturity to be gathered in. They would recommend therefore, that the committee who have superintended the arrangements of the conference be authorised to continue their functions as the accredited representatives of the powerful gathering present here, and that to their number should be added the president and chairman of every Chamber of Commerce and other public body represented at the conference. Such a committee as this will speak the voice not of a town or a county but of the kingdom at large; it will afford a rallying point for all mercantile law reformers, and may lay the foundation for an organisation which will at last move the government and the legislature to efforts worthy of the national greatness, and calculated to bring the laws of the United Kingdom into permanent harmony with the requirements of justice and sense, and with the customs and exigencies of trade."

Mr. Commissioner AYRTON, of the Leeds Court of Bankruptcy, read a paper on the improvement of the bankrupt laws. The two great complaints against the present system were:—first, that it was too expensive; and second, that the punishments inflicted were uncertain and inadequate. But expense was the great complaint. Now the Court of Bankruptcy, being a mercantile court, its expenses were taken out of bankrupt estates, and fell exclusively upon those who suffered by bankruptcies. In working a bankruptcy with the smallest possible amount of assets — that is, with only £150—at least £100 would be swallowed up in expenses. As the assets increased, so did the expenses swell up, though not in the same ratio, to £200, £300, and £400, till in such cases as the Royal British Bank the ordinary working expenses would be as many thousands of pounds. The expense of the Court of Bankruptcy was then greater than it would be a few years hence—first, because the

large sum (about £28,000 annually) then paid for pensions and compensations would, of course, cease as the annuitants died; and, second, because the permanent expenses of the court were to be diminished by reducing the commissioners to four in London, and to seven in the country, thus saving the expense of seven commissioners and seven registrars, or £18,000 annually. The following table would give a tolerably correct idea of the annual expenses:

Compensations and pensions (about)	£28,000
Accountant in bankruptcy and clerks	6,380
Five London commissioners (2,000*l.* each)	10,000
Eleven country ditto (1,800*l.*)	19,800
Taxing master and clerks	1,650
Seven London registrars (1,000*l.*)	7,000
Twelve country ditto (800*l.*)	9,600
Five London ushers (100*l.*)	500
Eleven country ditto (80*l.*)	880
Chief registrar's clerks (four)	905
Travelling expenses of country commissioners and registrars (about)	1,000
	£85,715

"In addition to which sums, the solicitors, official assignees, and messengers, had to be paid. The following estimate was believed to be below the mark:—

Solicitors' bills, London and country	£100,000
Thirty official assignees (1,200*l.* each)	36,000
Seventeen messengers (800*l.* each)	13,600
	£149,600

"The first item was £28,000 a-year for compensations and pensions for abolished offices. Was it not unjust to saddle these compensations upon bankrupt estates in the present day? Surely it would be proper that this sum of £28,000 for compensations, from which bankrupt estates derived no advantage whatever, should be charged upon the Consolidated Fund."

The learned commissioner then proceeded to remark on the following, among other, matters:—

"THE REGISTRARS.

"It had been asked whether the registrars were necessary? In the country districts there was, eventually, to be but one commissioner in each district, who must sit daily; in case of his illness, and to enable him to take vacation, the registrar could act for him, and the country registrar had to tax the bills of costs of the solicitors; it therefore appeared that the country registrars could not well be dispensed with. In London it was different: the commissioners there sat for each other, and there was a taxing master in London. It therefore appeared that the London registrars might be dispensed with.

"SOLICITORS.

"The costs of the solicitor constituted the most serious item in the expense of every bankruptcy. In the court at Leeds, in the five years from January, 1843, the aggregate amount of costs was £26,471, or above £5,000 a-year. It appeared to him that the solicitor received too much out of each bankrupt estate; not because he was overpaid for what he did, but because he did too much; that is, he did business which other people ought to do, and which was not properly within the province of a solicitor to meddle with. The result was, that far too large a proportion of the expenses of bankruptcy was caused by the solicitor's ordinary bill of costs. He proposed to appoint a solicitor to every court, whose duty would be to act as official solicitor under every bankruptcy, and to be paid a fixed salary of £400 or £500 a-year, such salary to be paid out of the same fund as the other officers of the court. The experiment of the official assignee in place of the creditors' assignee has been found highly successful. He believed that an official solicitor would be no less successful. He did not propose that it should be imperative on the creditors to have recourse to the official solicitor. They should be allowed to select any other solicitor if they thought fit, only, in that case, the dividend would be reduced by the amount of the bill of costs. He did not perceive that this measure would be unfairly injurious to the profession. Other great public bodies had their official solicitors, who were remunerated by fixed salaries, and why not that commercial chamber, the Court of Bankruptcy? It was to be remembered that all the costs of a bankruptcy were paid in reduction of a dividend to be made out of an estate already insolvent. He had suggested various reductions in different branches of the Court of Bankruptcy, and the solicitors would have no just reason to complain if they were included in the reduction.

"APPEALS ON CERTIFICATES.

"The question of the amount of punishment to be inflicted by the Court of Bankruptcy generally arose on questions of granting, suspending, or refusing the certificate. It had been stated in a very public manner that an unfortunate difference of opinion existed between the Lords Justices and the Commissioners of the Court of Bankruptcy, regarding the proper quantum of punishment to be affixed to different degrees of culpability in bankrupts applying for their certificates. No doubt it was the fact that on appeals the Lords Justices generally alter and modify the sentence of the commissioners, almost invariably reducing the quantum of punishment. In many of the appeals the Lords Justices had differed from the commissioners on questions—sometimes of principle, sometimes of detail—of such a nature that the judgment of the one or the other must be fundamentally wrong on questions of common mercantile life and morals. The result appeared to be, that, in order to maintain that feeling of respect which ought to accompany every tribunal for the administration of justice, one of two things ought to take place—either the whole question of the certificate must be taken from the commissioner, and transferred to the Lords Justices, or the appeal on questions of certificate must be abolished, and the decision left with the commissioner. As regards the first plan, it was tolerably certain that the Lords Justices would never tolerate the wearying labour of deciding, in the first instance, concerning bankrupts' certificates; even if their lordships felt inclined to undertake the task, it was very doubtful whether they could possibly find the time; and if they could, there still arose the question whether the public would endure the expense of taking all the country cases to London; and, finally, would their lordship's decisions be satisfactory, seeing that the whole case, up to that time, had been before another tribunal? The result appeared to be that the appeal on questions of certificate only ought to be abolished. But, in leaving the decision in the hands of the commissioners alone, it must be remembered that lawyers were not born with any peculiar aptitude to judge of commercial matters; and their legal education and professional pursuits went very little way towards supplying what, like all other men, they had to learn upon the subject. Skill and knowledge on such matters was the slow growth of time and experience. The commissioner sitting daily, attending daily to commercial matters, surrounded by men in trade, and by solicitors connected with merchants, might be supposed in time to gain some portion of experience in commercial matters. But in order to guard the public against any erroneous views which the commissioner might take, the remedy would be to require that on questions of the last examination, or of certificates, if any of the parties (that is, the bankrupt, the assignees, or any opposing creditor) should require it, two commercial men of the district—members of the chamber of commerce, if possible—not connected with the bankruptcy, but of the same trade as the bankrupt, should sit with the commissioner, having a voice and vote in the determination of the case. With this guard, the appeal to the Lords Justices on such questions might be abolished with safety and advantage to all parties.

The CHAIRMAN thought it desirable for the conference to see how far it was likely to agree with regard to the proposed alterations in the bankruptcy law. There were four principal recommendations embraced in Mr. Ayrton's paper. The first was the throwing of the £28,000, a year, paid for compensation, on the consolidated fund, with regard to the propriety of which he (the chairman) entertained no doubt whatever. The second was the abolition of the offices of messenger and broker, and of the office of registrar, so far as London was concerned. Thirdly, there was the payment of the official assignee altogether by salary. He could not entirely concur in that suggestion, because he thought the result of such a state of things would be that the official assignee would in many cases go to sleep. He thought the payment should be partly by salary and partly by fees. The fourth and last point was the abolition of the appeal. He was of opinion that the appeal should not be totally abolished, because without it, amidst the multiplicity of commissioners, it might be impossible to keep the administration of the bankruptcy law sufficiently uniform.

The proceedings of the conference continued on Wednesday evening and on Thursday. We must reserve our further report until next week.

Juridical Society.

At a meeting of this Society, held on Monday evening last, a paper, by the Hon. I. N. Dickinson, one of the judges of the Supreme Court of New South Wales, was read. The subject

was "English Case-Law, with an inquiry into its essential characteristics, and some suggestions for forming a complete digest and institutes out of existing decisions." After referring to the recent attempts at consolidation of the statute law, the learned writer cited the authority of Lord Coke, Mr. J. W. Smith, and others, to show the great importance of a mastery of the reported decisions to the legal practitioner. The difficulty, however, was unquestionable. The volumes contained reports of cases arranged in the chronological order of their decision. The first case in a volume might be on a bill of exchange, the second on the power of a coroner to turn a man out of a room, the next respecting the validity of a marriage, and so on. If the student had recourse to the treatises, no doubt a general, but a superficial view of the whole of the separate titles of law might be obtained. The knowledge thus acquired could with difficulty be retained in the memory, as the mind could not clearly perceive the reasons for the decisions enunciated; nor could the learning derived from treatises be safely applied in practice till it was ascertained what similarity there might be in the facts, whereon advice was sought, with those which induced the decision cited in the treatise which appeared applicable to the circumstances under consideration. The law, like all other sciences, was a collection of particulars, from which, on close examination, certain formulæ or rules might be induced. These rules were useful only so far as, from their brevity, they might easily be recorded in the memory, for the purpose of suggesting the individual cases from whence they were derived. Though clear ideas of legal propositions were only to be obtained by the study of the facts on which the decisions were pronounced, distinct notions could not be stored in the understanding, unless the several parts of the subject were arranged in their natural order. If all the cases cited in Bayley on Bills were collected into one volume, and therein arranged in the same order as they are cited in the treatise, the law relating to such instruments would be much more accurately apprehended and remembered, than it could be from the study of the treatise, or by the perusal of the cases, along with others, as they occurred in the volumes of the reports. If all the cases on every other title were collected into distinct books, and similarly arranged, a vast deal would be accomplished for the student of case-law; but from the multitude of reported cases the mastery of twenty titles would require the expenditure of half the number of years. In many instances it would be ascertained that the law on a particular point had been proved by repeated decisions, and as a proposition of law was sufficiently proved by one decision, therefore all but one might be struck out of the collection. If of several decisions on the same point one should be found which accounted for as well as proved the legal proposition, that should be the one retained; for it would show not the law only, but the reason of the law. The case so retained might be denuded of the counsel's arguments, and so much only of the opinions expressed by the judges should be set down as disclosed the reasons of their determination. There would then remain of a volume of collected cases on a head of law, the report of one case alone on a given point, setting out the facts on which the decision arose, and why they received the determination that was recorded. If the reports on every title of case-law were thus collected and reduced, and all the reduced collections arranged in a scientific order, the labour of reading the books at large would be wonderfully reduced. The common law would thus be reduced into a digest, which would combine the certainty of the report-books with the method of the abridgement. As most of the cases thus admitted into the digest would be explained by the reasons assigned for them, from those reasons there might, in an elementary work, be deduced, by *à priori* reasoning, the same rules which were arrived at by induction from the cases in the digest. As the statute law, in many places, necessarily intersects the case-law, the code or consolidated statute law and the digest should be arranged uniformly, as far as practicable; and each chapter in the elementary work or institute should be similarly arranged, and should denote on each head the relations of the statute and the case-law on the matter of that division. Such a digest would be preferable to the incorporation of the case-law with the statutes into a code; for as the details of circumstances could never be set forth in statutes, the code would provide only for general and not particular instances, and would be a mere collection of abstracts without concretes. The only plan of reducing the cases into the form of positive law would be by inducing general rules from the instances in the books, and giving them the efficacy of statutes. The learned writer proceeded to discuss a plan of this kind which had been proposed by Mr. Crofton Uniacke, in 1825, and alluded to a work by Mr. S. B. Harrison, on the Law of Evidence, which was undertaken by the latter gentleman for the purpose of illustrating Mr. Uniacke's scheme. But although the methodical arrangement advocated and illustrated by these gentlemen would form an admirable portion of an elementary institute, it was unsuitable for a digest of the case-law, which should consist, not of generalisations, but of individuals, as in law the only safe process of reasoning is from particulars to particulars, or by ascertaining the similarity of the circumstances on which a decision was propounded with those under consideration, or the analogy existing between their relations. In a digest of case-law, the greatest care should be given to set out the circumstances and details of facts, so that the propositions of law should not have too general an application. Domat's work would be a good form for an institute, if to each rule was added (as in Euclid's Elements) an explanation of the reasons of the rules formally enunciated, together with references to the cases in the digest which proved the propositions to be law. Should the case-law ever be incorporated with the statutes into a code, new circumstances would continually arise, to which that code could have no application. The code itself would continually be subjected to construction, and its application to facts in litigation would form new materials for books of case-law. The very construction of a statute is a common law operation, as also the decision of all cases entirely novel in their circumstances. All lawyers studied with more pleasure, remembered with more certainty, and applied with more accuracy, the case-law than the statute. Hence, in digesting the former, the circumstances and details of facts should be retained. "The reporting of particular cases and examples," said Lord Coke, "is the most perspicuous course of teaching the right rule and reason of the law; and the glossographers, to illustrate the rule of the civil law, often reduce the rule into a case, for the more lively expression and application of the same." It is assumed that most propositions of the law which the cases propound, have been established on some reason disclosed in one at least of the decisions; and there are also many propositions—the only evidence of whose existence is to be found in the books of reports—which are grounded not upon abstract reasoning, but sometimes upon custom, sometimes on positive law of greater antiquity than the ordinary statutes, and others which have been decided contrary to principle and reason.

As such propositions had not (unless accidentally the attribute of universality), and were not necessarily, in the absence of positive enactments, law in other countries, like those which were founded on abstract reasoning, they could not with propriety be included as a portion of the common law. The ordinary notion of the common law was that conception by which it differed from Acts of Parliament, and the whole of the case-law satisfied that notion. In discussing the case-law, it might be important to distinguish between those cases which were grounded on abstract reasoning, and which were, therefore, more properly called common law; so that, in the digest, the origin of each proposition should be disclosed, in order that the other class of cases should be dealt with as the statute law—treated as cases within the express decision, while the former might be extended by analogy. The following sketch was offered as to the method of ascertaining the law on litigated subjects. If a statute was applicable, the dispute was governed by the enactment. If there were none applicable to the case, but a case in the books was found identical in its circumstances with the facts, it would decide the question, unless the decision was demonstrably repugnant to reason. If neither a statute nor a case could be found, the court was obliged to decide by natural reason. The case thus decided was called "a case of the first impression," and the law propounded was considered to be then discovered and declared. The decision stood thenceforth as evidence of the pre-existing law on the disputed facts, and as a precedent for future decisions. If every proposition of law were founded upon natural reason, a digest should contain only "cases of the first impression." But there are propositions of law which might be shown to be repugnant to reason, but were, nevertheless, held to be law, because cases have often been decided by them, and public acquiescence has conferred on them a validity as potent as if they had been enacted by Parliament. But in these instances, it was held that they are only to be directly applied, and were not to be extended by equity or analogy, according to the maxim of the civil law—*Quod contra rationem juris receptum est, non est producendum ad consequentia.* Each of such legal propositions, together with those which had arisen by custom, or other positive law, should be evidenced in the digest by some one decision exhibiting its irrational or posi-

tive original, in order that the digest should distinguish between the cases which might be extended and those which should be restricted in their application; and possibly these latter legal propositions might be better dealt with by being incorporated with the statute law. Mr. Bentham had proposed this mode of dealing with the whole of the case-law—that the whole law of England, as far as it has arisen by enactments, or been developed in the course of litigation, should be matter of positive enactment. If the *reason* on which a case was decided was to be made the proposition of law in such a code, no resolution would be disclosed of the peculiar facts which elicited the provision; and when similar facts should afterwards come into controversy, the question would be, whether they had been provided for beforehand by the code. If, on the other hand, the point decided by the case was to be made an article of the code, it would afford no rule for cases which would be within the same reason. The provision of the code could not be extended by analogical reasoning, and a large amount of law would have to be developed anew. The law which is evidenced by judicial decisions was far more elastic than statutory enactments. For, as no enactments could provide for all things that might afterwards happen, cases of the first impression must always arise to be decided, not by the conjecture of the judge, but by some proposition of natural justice more general than the point decided, so that the conclusion might be shown to be based on a prior rule, and not on considerations beginning and ending with the circumstances before the court. The learned writer then discussed a number of rules, which he proposed for the formation of such a digest and institute; and laid before the society a specimen of each, by way of illustrating his method.

A discussion ensued, in which the Hon. Baron Bramwell, who occupied the chair, expressed considerable doubt as to the possibility of satisfactorily accomplishing the proposed work, and of its utility, even though it could be achieved. It was generally admitted by the speakers, however, that the plan of the institute would be most valuable for the student, and even for the practitioner of law.

NOTE.—The English public were lately somewhat surprised at the information contained in M. Ubicini's work on Turkey, in which he gives us a very elaborate account of the efforts of law reformers and codifiers in the land of the Cadis. We are told that the Turks have eight distinct codes—viz., the religious, the political, the military, the criminal, the penal, the commercial, and the civil codes, and, lastly, the code of game laws—but what will our lawyers say when they are told that even the reported decisions (*fetvahs*), of which there appears to be a greater number in Turkish than in English law, have long ago been consolidated and arranged very much in the same manner as has been suggested by Mr. Justice Dickinson, in the paper noticed above. M. Ubicini tells us that the solution of almost every conceivable case may be found in the ancient collection of *fetvahs* (decisions or opinions), which have been carefully preserved since the time of the first disciples of the Prophet; and their number is so great, that Toderini reckoned fifty-five large volumes of them in the library of St. Sophia alone. There are five of these collections, extending from the year 1041 to the year 1143 of the Hegira (1631-1740): the last of these, compiled by the learned Behdjet-Abdoullah Effendi, contains the substance of all the others. In 1226 (1808) Hafiz-Mehemmed-Kedoussi published a new collection, in Turkish and Arabic, printed at Constantinople in 1822, which is both an abridgment and a commentary of the preceding ones. Its contents are arranged in forty-five books, in the order of the six codes of which the Ottoman jurisprudence was then composed.* This collection is still used in the tribunals as a commentary or explanation of the general code of laws.

Private Bills before Parliament.

Mr. Smith and Mr. Frere, the examiners appointed by the Houses of Parliament for private bills, began their sittings on Monday last. Mr. Frere took his seat for the first time, having been appointed examiner in the place of Mr. May, who has succeeded to Mr. Ley, as clerk-assistant of the House of Commons. Mr. Frere was one of the committee clerks, and has for many years assisted the examiners in their important duties.

* See M. Bianchi's account of this work in the *Journal Asiatique* for March, 1824. There is a printed copy of the collection of *Kedoussi* in the archives of the Ministry for Foreign Affairs at Paris. Another collection of the *fetvahs* of the Mufti Ali was printed in 1830 at Constantinople. Ali was Mufti (Sheikh-ul-Islam) under Mohammed IV.

The following list will show the result of the labours of the examiners during the week;—

The Agents' names have been given in the former List of Petitions, *ante* p. 30. ABBREVIATIONS: S. O. C.=*Standing Orders complied with*, N. C.=*Standing Orders* NOT *complied with*.

STANDING ORDER PROOFS.

CASES HEARD BY THE EXAMINERS.

Monday, January 26.

Before Mr. SMITH.

No. on Pet. List.

Unopposed.

3. Islington Parish (N. C.)
5. Stratford-upon-Avon Gas (S. O. C.)
9. Stockton New Gas and Stockton Gas Consumers' Companies (S. O. C.)
12. Reading Railways Junction Railway (S. O. C.)
13. New River Company (S. O. C.)

Opposed.

10. Newry, Warrenpoint, & Rostrevor Railway (Adj.)
11. Formartine and Buchan Railway (N. C.)

Before Mr. FRERE.

No. on Pet. List.

Unopposed.

2. Inverness and Nairn Railway (S. O. C.)
4. Exeter and Exmouth Railway (S. O. C.)
7. Cornwall Railway (S. O. C.)
8. Ely Tidal Harbour and Railway (S. O. C.)
14. Victoria (London) Docks (S. O. C.)

Opposed.

1. East Kent Railway (Strood to St. Mary's Cray, &c.) (N. C.)

Tuesday, January 27.

Unopposed.

15. Mid-Kent Railway, Croydon Extension (N. C.)
18. Whitehaven & Furness Junction Railway (S. O. C.)
20. Whitehaven, Cleator, and Egremont Rail (S. O. C.)
21. Peebles Railway (S. O. C.)
23. Taff Vale Railway (S. O. C.)

Petition Adjourned.

10. Newry, Warrenpoint, & Rostrevor Railway

Opposed.

17. Aberdeen, Peterhead, and Fraserburgh Rail. (N. C.)
19. Finsbury Park (N. C.)
22. Sunderland Gas (S. O. C.)
24. Newry and Enniskillen Railway (N. C.)
25. Richmond Improvement (no parties appeared)
26. Carlisle and Hawick Railway (S. O. C.)

Petition Adjourned.

6. Chester Water (*Opposed*) (S. O. C.)

Opposed.

16. Kidsgrove Market (S. O. C.)

Wednesday, January 28.

Unopposed.

31. Thames and Medway Conservancy (S. O. C.)
32. Metropolitan Cattle Market (S. O. C.)
33. Mayor's Court of the City of London (S. O. C.)
34. Burial of the Dead in the City and Liberties of London (S. O. C.)
36. Tweed River Fisheries (S.O.C.)
37. Tyne Improvement (S. O. C.)
39. Brighton, Hove, and Preston Constant Service Water (S. O. C.)

Unopposed.

27. Liverpool and Birkenhead Docks (S. O. C.)
29. West Somerset Mineral Railway (S. O. C.)
30. Birkenhead District Gas and Water (Adj.)
40. Glasgow Gas (S. O. C.)
42. Monkland Railways (S. O. C.)
43. Bathgate, Airdrie, & Coatbridge Railway (S. O. C.)

Opposed.

28. Watchet Harbour (Adj.)

Thursday, January 29.

Unopposed.

44. Glasgow City and Suburban Gas (S. O. C.)
45. Leslie Railway (S. O. C.)
46. Cannock Mineral Railway, No. 1 (S. O. C.)
47. London & South Western Ry. Acts Amendment (S. O. C.)
49. Stockport, Disley, & Whaleybridge Railway (N. C. as regards the Hayfield Br.)
50. Oldham, Ashton-under-Lyne, and Guide-bridge Junction Railways (Adj.)

Petition Adjourned.

36. Southampton, Bristol, and S. Wales Rail. (*Opposed*, N.C.)

Opposed.

48. Dublin and Meath Railway (not appeared on)

Unopposed.

51. Cork and Bandon Railway (S. O. C.)
53. North Level Drainage (S.O.C.)
54. North Staffordshire Railway, Bridgewater Canals (S. O. C.)
55. Dublin and Wicklow Railway (S. O. C.)
56. Tralee and Killarney Railway (S. O. C.)
57. Electric Telegraph Company (S. O. C.)
41. Hartlepool Extension and Headland Improvement (S. O. C.)

Petition Adjourned.

28. Watchet Harbour (*Opposed*, S. O. C.)

Friday, January 30.

Unopposed.

63. Blackburn Railway (S. O. C.)
64. Birkenhead Docks, Construction (S. O. C.)
65. Birkenhead Docks, Management (S. O. C.)
67. Waterford and Tramore Railway (S. O. C.)

Petitions Adjourned.

38. Metropolitan New Streets and Improvements (*Unopposed*, S. O. C.)
50. Oldham, Ashton-under-Lyne, and Guide-bridge Junction Railways (*Unopp.*, S. O. C.)

Opposed.

59. Clyde Navigation.
66. Scottish Central Railway.

(Both under consideration when reporter left.)

Unopposed.

58. Langport, Somerton, and Castle Cary Roads (S.O.C.)
60. Wearmouth Bridge, Ferries, and Approaches (S. O. C.)
61. North Eastern and Hartlepool Dock and Railway Companies Amalgamation (Adj.)
62. Hereford Cathedral Restoration (S. O. C.)
68. East Kent Railway, Extension to Dover (S. O. C.)
69. Herne Bay and Faversham Railway (Adj.)
70. South Durham and Lancashire Union Railway (S. O. C.)

Petition Adjourned.

52. Eastern Counties Railway (*Opposed*, N. C.)

New County Court Rules.

SCHEDULE OF FORMS.

(*Continued from p. 90.*)

65. *Warrant of Execution against the Goods of Claimant.*

—— Folio in Ledger.

No. of Plaint ——. No. of Warrant ——.

In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant. E.F., Claimant.

Whereas at a Court holden at ——, on the —— day of ——, 18—, the Plaintiff, by the judgment of the said Court, recovered against the defendant the sum of £—— for debt [*or* damages] and for costs: And whereas the defendant, by an order of the Court, was ordered to pay the same to the registrar of the Court: And whereas default having been made in payment according to the said order, on execution issued against the goods of the defendant, under which certain goods and chattels were seized, in respect of which E.F. of, &c., made claim, and which claim was heard and decided upon at a Court held at ——, on the —— day of ——, 18—, and it was adjudged that the goods so seized under the said execution were the property of the defendant, [*or* that certain rent alleged by the said E.F. of, &c., to be due to him was not so due]: And it was ordered that the costs of that proceeding, amounting to the sum of £——, should be paid by the claimant to the registrar of the said Court, on or before the —— day of ——, 18—: And whereas default has been made in payment according to the said last-mentioned order: these are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the said claimant wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of the said claimant or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the claimant which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of the Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Costs adjudged	:	:	
Poundage for issuing this Warrant	:	:	
Total amount to be levied ...	£	:	:

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said claimant.

Application was made to the registrar for this warrant at —— minutes past the hour of —— in the ——noon of the —— day of ——, 185–.

66. *Bond where a Plaintiff is Appellant.*

Know all men by these presents, that we, A.B. of, &c., and C.D. of, &c., and E.F. of, &c., are jointly and severally held and firmly bound to G.H. of, &c., in £——*, to be paid to the said G.H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves, and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this —— day of ——, One thousand eight hundred and ——.

Whereas an action —— is now depending in the County Court of ——, holden at ——, wherein the above-bounden A.B. is plaintiff and the above-named G.H. is defendant: And whereas the said action came on to be tried in the said Court on the —— day of —— when a judgment was given for the said G.H.

And whereas the said A.B., being dissatisfied with such judgment, gave due notice to the said G.H. of his the said A.B.'s intention to appeal from the same to her Majesty's Court of —— at Westminster, according to the statute in such case made and provided: And whereas it is thereby provided, that the party who shall appeal as aforesaid shall give security, to be approved by the registrar of the Court aforesaid, for the costs of the appeal, whatever be the event thereof: And whereas the above-named C.D. and E.F, at the request of the said A.B. have agreed to enter into the above-written obligation for the purposes aforesaid, and the security intended to be hereby given has been approved of by ——, the registrar of the said County Court, as appears by his allowance in the margin hereof, Now the condition of this obligation is such, that if the above-bounden A.B., C.D., and E.F., any or either of them, shall pay unto the said G.H., his executors, administrators, or assigns, the costs of the said appeal, as the said Court of Appeal shall order, then this obligation shall be void, otherwise shall remain in full force.

A.B. (L.S.)
C.D. (L.S.)
E.F. (L.S.)

Signed, sealed, and delivered by the above-bounden ——, in the presence of ——.

NOTE.—*If a Deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a Stamp.*

67. *Bond where Defendant is Appellant.*

Know all men by these presents, that we, A.B. of, &c., and C.D. of, &c., and E.F. of, &c., are jointly and severally held and firmly bound to G.H., of &c., in £——* to be paid to the said G.H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves, and each and every of us, in the whole, our and each of our heirs, executors, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this —— day of —— one thousand eight hundred and ——

Whereas an action —— is now depending in the County Court of ——, holden at ——, wherein the above-named G.H. is plaintiff, and the above-bounden A.B. is defendant: And whereas the same action came on to be tried in the said Court on the —— day of —— last, when a judgment was given for the said G.H. in the sum of £——.

And whereas the said A.B., being dissatisfied with such judgment, gave due notice to the said G.H. of his the said A.B.'s intention to appeal from the same to Her Majesty's Court of —— at Westminster, according to the statute in such case made and provided: And whereas it is thereby provided, that the party who shall appeal as aforesaid shall give security, to be approved by the registrar of the Court aforesaid, for the costs of the appeal, whatever be the event thereof, and also for the amount of the judgment, if such party be the defendant, and the appeal be dismissed: And whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above-written obligation, for the purposes aforesaid, and the security intended to be hereby given has been approved of by ——, the registrar of the said County Court, as appears by his allowance in the margin hereof: Now the condition of this obligation is such, that if the bounden A.B., C.D., and E.F., any or either of them, shall pay unto the said G.H., his executors, administrators, or assigns, the costs of the said appeal, as the said Court of Appeal shall order (and shall also, in case the said appeal shall be dismissed, pay to the said G.H., his executors, administrators, or assigns, the said sum of £—— [*amount of the judgment*†] then this obligation shall be void, otherwise shall remain in full force.

A.B. (L.S.)
C.D. (L.S.)
E.F. (L.S.)

Signed, sealed, and delivered by the above-bounden ——, in the presence of ——.

NOTE.—*If a Deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a stamp.*

* A sum sufficient to cover the *costs of appeal*, say £20, being double the estimated amount.

* A sum sufficient to cover the *costs of appeal*, say £20, being double the estimated amount, and also double the amount of judgment.

† To be omitted, if amount previously paid into Court.

68. *Case on Appeal* (Rule 145).

In the County Court of —— holden at ——.
(Seal.)
On appeal to the Court of ——
Between A.B., Plaintiff, and C.D., Defendant.
This is an action [*here state the cause of action and the facts*].
The question for the opinion of the Court of —— is—First [*here state the question for the opinion of the Court.*
[Signature of Judge.]

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69. *Admission of Claim or Part of Claim under sect.* 8 *of* 13 *&* 14 *Vict. c.* 61 (Rule 183).

(A.)
No. of Plaint.
In the County Court of ——, holden at ——.
Between A.B., Plaintiff, and C.D., Defendant.
I, the defendant, do hereby confess and admit that the sum of £——, the amount claimed [*or* the sum of ——, being part of the amount claimed by the plaintiff in this action] is due to him from me [and that I will pay the same by instalments of ——].
Dated this —— day of ——, 185–.
——, Defendant.
Signed in the presence of ——.
This paper marked A. *is the statement referred to in the annexed Affidavit.*

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70. *Affidavit of Signature to Admission, sect.* 8 *of* 13 *&* 14 *Vict., c.* 61.

No. of Plaint ——. In the County Court of —— holden at ——.
Between A.B., Plaintiff, and C.D., Defendant.
I, ——, of ——, gentleman, an attorney of Her Majesty's Court of ——, at Westminster, make oath and say, that I was present on the —— day of ——, One thousand eight hundred and fifty ——, and did see the above-named defendant sign the statement hereunto annexed, marked with the letter A, and that the name set to the said statement is in the handwriting of the defendant, and that the name set to the said statement as the witness attesting the same is in my handwriting.
Sworn at ——, in the county of ——, this —— day of ——, One thousand eight hundred and fifty ——, before me ——.

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71. *Notice to Plaintiff of Admission of Claim, under sect.* 8 *of* 13 *&* 14 *Vict., c.* 61.

No. of Plaint ——. In the County Court of ——, holden at ——.
Between A.B., Plaintiff, and C.D., Defendant.
I do hereby give you notice, that the defendant has filed a statement confessing and admitting the amount claimed by you [and agreeing to pay the same by instalments of ——], and that it will not be necessary for you to prove the claim on the day of hearing; but you must attend the Court to apply to the judge for an order of payment.
Dated this —— day of ——, 185–.
——, Registrar of the Court.
To the Plaintiff.
N.B.—The fee to be paid upon your making such application will be —— shillings [*here state the actual amount to be paid*].
Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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72. *Notice to Plaintiff under s.* 8 *of* 13 *&* 14 *Vict. c.* 61, *of Admission of Part of Claim*

No. of Plaint ——. In the County Court of ——, holden at ——.
Between A.B., Plaintiff, and C.D., Defendant.
(Seal.)
I do hereby give you notice, that the defendant has filed a statement confessing and admitting £ ——, part of the amount claimed by you, and that it will not be necessary for you to prove that part of your claim which the defendant has so admitted, on the day of hearing. If, however, you do not consent to accept the sum so admitted in satisfaction of your demand, you must be prepared to prove the excess; but, at all events, you must attend the Court to apply to the judge for an order for payment.
Dated this —— day of ——, 185–.
——, Registrar of the Court.
To the Plaintiff.
N.B.—The fee to be paid upon your making such application will be [*here state the actual amount to be paid.*]
Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

73. *Admission under s.* 9 *of* 13 *&* 14 *Vict. c.* 61.

No. of Plaint ——. In the County Court of ——, holden at ——.
Between A.B., Plaintiff, and C.D., Defendant.
We, the plaintiff and defendant, do hereby agree that the amount of the debt or demand due from the defendant to the plaintiff is £ ——, and that the same, with £ —— for the plaintiff's costs, and £ ——, the Court fees, shall be paid to the registrar of the Court at his office, in manner following; that is to say,
Dated this —— day of ——, 185–.

——
——
} Signature of Plaintiff and Defendant.

Signed in the presence of ——.
This paper, marked "A," *is the statement referred to in the annexed Affidavit.*

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74. *Affidavit of Signature under s.* 9 *of* 13 *&* 14 *Vict. c.* 61.

No. of Plaint ——. In the County Court of ——, holden at ——.
Between A.B., Plaintiff, and C.D., Defendant.
I, ——, of ——, gentleman, an attorney of Her Majesty's court of ——, at Westminster, make oath and say, that I was present on the —— day of ——, One thousand eight hundred and fifty ——, and did see the plaintiff and defendant respectively sign the statement hereunto annexed, marked with the letter A., and that the name ——, set to the said statement is in the handwriting of the plaintiff, and that the name ——, set to the said statement is in the handwriting of the defendant, and that the name ——, set to the said statement as the witness attesting the same is in my handwriting.
Sworn at ——, in the county of ——, this —— day of ——, One thousand eight hundred and fifty —, before me, ——.

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75. *Summons in Nature of a Scire facias where any Change of Plaintiff.*

No. of Plaint ——. In the County Court of ——, holden at ——.
(Seal.)
Between E.F., Plaintiff, (*Address, Description*), and C.D., Defendant, (*Address, Description*).
Whereas A.B., at a Court holden at ——, on the —— day of ——, 185–, obtained a judgment against you for the sum of £—— for debt and costs, which judgment now remains unsatisfied: And whereas the said A.B. has since died [*or state circumstances requiring revival of judgment*], and the said plaintiff is his executor [*or state representative character*], you are hereby summoned to appear at a Court to be holden at —— on the —— day of ——, 185–, at the hour of —— in the —— noon, to show cause why judgment should not be entered up at the suit of the plaintiff on the judgment so obtained against you, and why execution should not issue thereon.
Dated this —— day of ——, 185–.
——, Registrar of the Court.

	£	s.	d.
Due on judgment	:	:	

To the Defendant.
N.B.—Where the judgment in the original cause was for the defendant, the above form must be altered accordingly.
Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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76. *Summons in Nature of Scire Facias where any Change of Defendant.*—(Rule 154.)

No. of Plaint ——. In the County Court of ——, holden at ——.
(Seal.)
Between A.B., Plaintiff (*Address, Description*), and E.F., Defendant (*Address, Description*).
Whereas the plaintiff, at a Court holden at ——, on the —— day of ——, 185–, obtained a judgment against C.D. of [*name, address, and description of C.D.*], for the sum of £—— for —— and costs, which judgment now remains unsatisfied: And whereas the said C.D. has since died [*or state cause of revival being necessary*], and you are his executor [*or state other representative character*], you are hereby summoned to appear at a Court, to be holden at ——, on the —— day of ——, 185–, at the hour of ——, in the —— noon, to show cause why judgment should not be entered up against you, at the suit of the plaintiff, on the judgment so obtained, and why execution should not issue thereon.

Dated this —— day of ——, 185–.

——, Registrar of the Court.

To the Defendant.

	£	s.	d.
Due on judgment	:	:	

N.B.—Where the judgment in the original cause was for the defendant, the above form must be altered accordingly.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

77. *Judgment on Scire Facias Summons on Change of Plaintiff.* (Rule 154.)

No. of Plaint ——. In the County Court of ——, holden at —— (Seal.)

Between E.F., Plaintiff, and C.D., Defendant.

Whereas A.B., at a Court holden at ——, on the —— day of ——, 185–, obtained a judgment against the defendant for payment of £—— for —— and costs, and which said judgment now remains unsatisfied: And whereas the said A.B. has since died [*or state circumstance requiring revival of judgment*], and the plaintiff is his executor [*or state other representative character*]: It is ordered that the said plaintiff be at liberty to issue execution on the said judgment against the said defendant [and for the sum of £——* for further costs].

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

	£	s.	d.
Due on judgment	:	:	

N.B.—Where the judgment in the original cause was for the defendant the above form must be altered accordingly.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

78. *Judgment on Scire Facias on Change of Defendant.*—(Rule 154.)

No. of Plaint ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and E.F., Defendant.

Whereas the plaintiff, at a Court holden at ——, on the —— day of ——, 185–, obtained a judgment against C.D. for the sum of £—— for —— and costs, and which judgment now remains unsatisfied: And whereas the said C.D. has since died [*or state other circumstances requiring revival of judgment*] and the defendant is his executor [*or state other representative character*].

[*Conclude according to the rules and forms as to executors and the defence made.*]

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

	£	s.	d.
Due on judgment	:	:	

N.B.—Where the judgment in the original cause was for the defendant the above form must be altered accordingly.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

79. *Judgment against an Executor who has wasted Assets.*—(Rule 160.)

No. ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or* Administator] of ——, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £—— for —— and £—— for costs; and it is ordered, that the defendant do pay the same to the registrar of this Court, on or before the —— day of ——.

It is also adjudged that the defendant, being the executor [*or* administrator] of the said deceased, has made away with, wasted, and put to his own use divers goods and chattels (or moneys, *as the case may be*), to the amount of the said sum, which were the property of the said deceased, and which came to the hands of the defendant as executor [*or* administrator] as aforesaid, to be administered.

Wherefore it is ordered, that if the defendant shall make default in the payment of the said sum, the same shall be levied by distress and sale of the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [*or* administrator], if the defendant has so much thereof in his hands to be administered, and if he has not, then that the said sums shall be levied of the proper goods and chattels of the defendant.

Given under the seal of the Court this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

80. *Judgment against an Executor who has denied his representative Character.*—(Rule 161.)

No. ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of ——, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £—— for —— and £—— for costs: and it is ordered, that the defendant do pay the same to the registrar of this Court, on or before the —— day of ——, 185–.

And the defendant having denied that he is executor [*or* administrator] of the said ——, deceased, it appears to the Court that he is executor [*or* administrator] of the said deceased.

Wherefore it is ordered, that if the defendant shall make default in the payment of the said sums, the same shall be levied by distress and sale of the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [*or* administrator], if the defendant has so much thereof in his hands to be administered; and if he has not, then that the same sums shall be levied of the proper goods and chattels of the defendant.

Given under the seal of the Court, this —— day of —— 18—.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

81. *Judgment against an Executor who has pleaded a Release of the Claim to himself.*—(Rule 161.)

No. ——. In the County Court of —— holden at ——. (Seal).

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of ——, deceased, Defendant.

Upon hearing this cause, at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £—— for ——, and £—— for costs: And it is ordered that the defendant do pay the same to the registrar of this Court, on or before the —— day of ——, 185–.

And the defendant having alleged that the plaintiff's claim had been released to him, it appears to the Court that he has failed to prove such release:

Wherefore it is ordered, that if the defendant shall make default in the payment of the said sums, the same shall be levied by distress and sale of the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [*or* administrator], if the defendant has so much thereof in his hands to be administered; and if he has not, then that the said sums shall be levied of the proper goods and chattels of the defendant.

Given under the seal of the Court, this —— day of —— 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

82. *Judgment against Executor or Administrator who admits his Representative Character, and denies the demand.*—(Rule 162).

No. ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of ——, deceased, Defendant.

Upon hearing this cause at a Court this day holden it is adjudged that the plaintiff do recover against the defendant the

* Here insert the Sum, if any, allowed to the Plaintiff as Costs by the Judge.

sum of £—— for ——, and £—— for costs: and it is ordered that the defendant do pay the same to the registrar of this Court, on or before the ——day of ——, 185–.

And the defendant having admitted his representative character, but denied the plaintiff's demand, and the plaintiff having proved the same, it is further ordered that if the defendant shall make default in payment of the said sums, the same shall be levied as follows: the sum of £—— (*the debt or damage and costs*) of the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [*or* administrator], if the defendant has so much thereof in his hands to be administered; and if he has not, then that the sum of £—— (*the costs*) be levied upon the proper goods of the defendant.

Given under the seal of the Court, this —— day of —— 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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83. *Judgment against Executor or Administrator where he admits his representative Character, but denies the demand, and alleges total or partial Administration of Assets, and the Plaintiff proves his Demand, and the Defendant proves Administration.*—(Rule 163.)

No. ——. In the County Court of ——, holden at ——.
(Seal).

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of ——, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £—— for ——, and £—— for costs: and it is ordered, that the defendant do pay the same to the registrar of this Court on or before the —— day of ——, 185–.

And the defendant having admitted his representative character, but denied the plaintiff's demand, and having so alleged a total (*or* partial) administration of the goods of the said deceased, which came to the hands of the defendant as executor [*or* administrator] to be administered, it appears to the Court that the plaintiff has proved to the Court his demand, and also that the defendant has proved the administration alleged.

Wherefore it is ordered that in default of such payment the sum of £——, being the costs incurred by the plaintiff in proving his demand, shall be levied on the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [*or* administrator], if the defendant has so much thereof in his hands, and if he has not then that it shall be levied of the proper goods and chattels of the defendant, and as to the sum of £——, the plaintiff's demand, that it be levied of the goods and chattels of the said deceased which hereafter shall come to the hands of the defendant as executor [*or* administrator] as aforesaid to be administered.

And it is further ordered, that the plaintiff do pay to the registrar of the Court, on or before the —— day of ——, 185–, the sum of £——, being the costs incurred by the defendant, in proving the administration alleged.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

N.B. If the defendant is shown to have some assets, the judgment must be for that amount de bonis testatoris, and for the residue quando acciderint.

Hours of attendance at the office of the registrar [*place of office*] from ten to four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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84. *Judgment against Executor or Administrator where the Defendant admits his representative character, but denies the demand, and alleges total or partial Administration of Assets, and the Plaintiff proves his demand, and the Defendant does not prove the Administration.*—(Rule 164.)

No. ——. In the County Court of ——, holden at ——.
(Seal).

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of ——, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £ —— for ——, and £ —— for costs; and it is ordered that the defendant do pay the same to the registrar of this Court, on or before the —— day of ——, 185–.

And the defendant, having admitted his representative character, but denied the plaintiff's demand, and having also alleged a total [*or* partial] administration of the goods of the said deceased, which came to the hands of the defendant as executor [*or* administrator] to be administered, it appears to the Court that the plaintiff has proved to the Court his demand, and also that the defendant has not proved the administration alleged.

And it is further ordered, that if the defendant shall make default in payment of the said sum, the same shall be levied as follows: the sum of £ ——, (*debt and costs*) of the goods and chattels which were of the said deceased, and which came to the defendant as aforesaid, if the defendant has so much thereof in his hands to be administered; and if he has not, then that the residue of the sum of £ —— (*debt*) be levied of the goods and chattels of the said deceased which hereafter shall come to the hands of the defendant as executor [*or* administrator] as aforesaid, to be administered; and that the sum of £—— (*the costs*) be levied upon the proper goods of the defendant.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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85. *Judgment against an Executor or Administrator who admits his representative Character and the Plaintiff's Demand, but alleges a total or partial Administration of Assets, and proves the Administration.*—(Rule 165.)

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of —— deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £——, for ——, and it is ordered, that the defendant do pay the same to the registrar of this Court, on or before the —— day of ——, 185–.

And the defendant having admitted his representative character, and also the plaintiff's demand, and having alleged a total [*or* partial] administration of the goods of the said deceased, which came to the hands of the defendant as executor [*or* administrator] to be administered, it appears to the Court that the defendant has proved to the Court the administration alleged.

Wherefore it is ordered, that in default of such payment, the said sum of £—— shall be levied of the goods and chattels of the said deceased, which hereafter shall come to the hands of the defendant as executor [*or* administrator] as aforesaid, to be administered.

And it is further ordered, that the plaintiff do pay to the registrar of this Court, on or before the —— day of ——, 185–, the sum of £——, being the costs incurred by the defendant in proving the administration alleged.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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86. *Judgment against an Executor or Administrator who admits his representative Character and the Plaintiff's Demand, but alleges a total or partial Administration of Assets, and does not prove the Administration.*

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of ——, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £——, for ——, and it is ordered, that the defendant do pay the same to the registrar of this Court at ——, on or before the —— day of ——, 185–.

And the defendant having admitted his representative character, and also the plaintiff's demand, and having alleged a total [*or* partial] administration of the goods of the said deceased which came to the hands of the defendant as executor [*or* administrator] to be administered, it appears to the Court

that the defendant has not proved to the Court the administration alleged.

And it is further ordered, that if the defendant shall make default in payment of the said sum, the same shall be levied as follows; the sum of £—— (*debt and costs*) of the goods and chattels which were of the said deceased, and which came to the defendant as aforesaid, if the defendant has so much thereof in his hands to be administered; and if he has not, then that the residue of the sum of £—— (*debt*) be levied of the goods and chattels of the said deceased which hereafter shall come to the hands of the defendant, as executor [*or* administrator] as aforesaid to be administered; and that the sum of £—— (*the costs*) be levied upon the proper goods of the defendant.

Given under the seal of the Court, this —— day of —— 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

87. *Summons to an Executor of Plaintiff's intention to apply to the Court where Assets have come to Defendant's Hands since Judgment.*—(Rule 167.)

No. ——. In the County Court of ——, holden at ——.

(Seal).

Between A.B., Plaintiff (*Address, Description*), and C.D., Executor [*or* Administrator] of ——, deceased, Defendant (*Address, Description*).

The plaintiff having learned that property of the deceased has come to your (the defendant's) hands as executor [*or* administrator] since the judgment herein to be administered [and that you have withholden and wasted the same], intends to apply to the Court to be holden on the —— day of ——, 185–, at the hour of ——, in the —— noon, for an order that the debt (*or* damages) and costs shall be levied of the goods and chattels of the said deceased, if you have so much thereof to be administered [and that if you have not then, that it shall be levied of your proper goods and chattels], and that the costs be levied of your proper goods and chattels.

You are therefore hereby summoned to appear at the said Court at the time and place aforesaid, to answer touching the matters aforesaid.

Dated this —— day of ——, 185–.

——, Registrar of the Court.

To the Executor or Administrator of the deceased.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

88. *Warrant of Execution against the Goods of a Testator.*

No. of Plaint ——. No. of Warrant ——.

In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of ——, deceased, Defendant.

Whereas at a Court holden at ——, on the —— day of ——, 185–, the plaintiff obtained a judgment against the defendant, as executor [*or* administrator] of the said deceased, for ——, the sum of ——, for ——, due and owing to the plaintiff by the said deceased in his lifetime, and the sum of —— for costs of suit: And thereupon it was ordered by the Court that the defendant should pay the same to the registrar of the Court, on or before the —— day of ——, 18—, [*or by instalments of —— for every —— days*]: And whereas default has been made in payment according to the said order, these are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels which were the property of the said deceased in his lifetime, in the hands of the defendant to be administered, wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money, which were the property of the said deceased in his lifetime, which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, if the defendant hath so much thereof in his hands to be administered; and if he hath not so much thereof in his hands to be administered, then that you make and levy of the proper goods and chattels, money, or bank notes (whether of the bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant, the sum of ——, for the costs and charges first above mentioned, and the costs of this execution and of levying the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Debt or damage adjudged			
Costs			
Paid into Court			
Remaining due			
Poundage for issuing this warrant . . .			
Total amount to be levied . . .			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at —— minutes past the hour of ——, in the noon of the —— day of ——, 185–.

(*Warrants of Execution upon the Judgments given in pages* 84 *to* 90 *may be drawn from this form, altered accordingly from those forms.*)

89. *Judgment against an Executor on a Devastavit.*—(Rule 168.)

No. ——. In the County Court of —— at ——.

(Seal).

Between A.B., Plaintiff, and C.D., Executor [*or* Administrator] of ——, deceased, Defendant.

Upon hearing the plaintiff's application in this cause at a Court this day holden, it is adjudged that property of ——, deceased, has come to the hands of the defendant, as his executor [*or* administrator], since the judgment recovered herein, to be administered, and that the defendant has wasted the same property, whereby the judgment recovered herein remains unsatisfied. It is therefore ordered, that the defendant do pay the sum of £—— recovered by [*or* remaining due upon] the judgment, together with the sum of £——, the costs of this order, to the registrar of this Court, on or before [*as the case may be*].

And it is further adjudged, that if the defendant make default in payment thereof an execution shall issue to make and levy the above-mentioned sums of the goods and chattels of the said deceased, if the defendant has so much thereof in his hands to be administered, and if he has not, then to be made and levied of the proper goods and chattels of the defendant.

Given under the seal of the Court, this —— day of —— 185–.

By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

90. *Order of Reference.*—(Rule 175.)

In the County Court of —— holden at ——.

(Seal).

Between A.B., Plaintiff, and C.D., Defendant.

By the consent of the plaintiff and defendant, it is, at a Court holden this day, ordered that all matters in difference in this cause [*and all other matters within the jurisdiction of this Court, in difference between the said parties*], be referred to ——, of ——, whose certificate, to be made or given on or before the —— day of ——, 18—, shall be entered as the judgment in this cause; and it is further ordered that the time for making or giving such certificate may be from time to time enlarged by the judge of the Court, in his discretion, for such time as he shall, by indorsement to be by him made on this order, direct; and that the said certificate, when made or given, may be referred back

again to the said arbitrator at the like discretion of the said judge without the further consent of the said parties, and in case either of the said parties shall neglect or refuse to attend any appointment to be made by the said arbitrator for proceeding under this order, after two days' notice thereof in writing shall have been given to him by serving the same personally or by leaving it at his last or usual place of abode, the said arbitrator shall be at liberty to proceed *exparte* on the matters of the said reference, and his certificate shall be as valid as if both the said parties had duly attended before him. And it is further ordered, that the costs of the said reference shall be in the discretion of the arbitrator, and that the costs of the action shall abide the event; and it is lastly ordered that the submission to arbitration shall not be revocable by either party.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

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91. *Summons to a Tenant or other Person holding over.*

No. of Plaint ——. In the County Court of ——, at ——.

(Seal.)

Between A.B., Plaintiff (*Address, Description*), and C.D., Defendant (*Address, Description*).

You are hereby summoned to appear at a County Court to be holden at ——, on the ——, day of ——, 185–, at the hour of —— in the noon, to answer the plaintiff, wherefore you neglect or refuse to deliver up to him possession of a certain [*messuage with appurtenances*, or *part of a house, &c., or as the case may be*], situate at ——.

And take notice, that the plaintiff claims of you for rent [*or* mesne profits] [*or* for rent and mesne profits] the sum of —— for a period from the —— day of ——, 185–.

And further take notice, if you do not appear at the said Court, and show cause why you do not deliver up possession as aforesaid, the judge of the said Court may order that possession of the said premises be given by you to the plaintiff, forthwith or on or before such day as the judge shall name, and that if such order be made and be not obeyed a warrant may issue to give possession to the plaintiff.

Dated the —— day of ——, 185–.

——, Registrar of the Court.

To the Defendant.

	£	s.	d.
Costs of this summons		:	:
Claim for		:	:

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

ON BACK.

TAKE NOTICE.—If the plaintiff in this action be not your immediate landlord, YOU MUST, upon your being served with this summons, or if this summons shall come to your KNOWLEDGE, forthwith GIVE NOTICE thereof to your IMMEDIATE LANDLORD, and if you do NOT give such NOTICE you will be liable, under sect. 53 of 19 & 20 Vict. c. 108, to forfeit to your immediate landlord THREE YEARS RACK-RENT of the premises held by you of him in respect of which the summons shall have issued.

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92. *Summons under sect. 52 of 19 & 20 Vict. c. 108.*

No. ——. In the County Court of —— holden at ——.

(Seal.)

Between A.B., Plaintiff (*Address, Description*), and C.D., Defendant (*Address, Description*).

You are hereby summoned to appear at a Court to be holden at ——, on the —— day of ——, 185–, at the hour of —— in the noon, to answer the plaintiff why possession of a certain —— situate at ——, should not be given up to the plaintiff, by reason of the rent payable in respect thereof by you being half a year in arrear, and the plaintiff having right by law to re-enter for the non-payment thereof.

If you shall pay to the registrar the rent in arrear, and the costs of this action, as stated at the foot of the summons, five clear days before the day you are required to appear to this summons, this action will cease.

And take notice, that if you do not pay such rent in arrear and costs, or appear at the said Court, and show cause why possession of the said —— should not be recovered against you, you may be ordered by the Court to give possession of such premises to the plaintiff, and that if such order be not obeyed a warrant may issue to give possession to the plaintiff.

Dated this —— day of —— 185–.

——, Registrar of the Court.

	£	s.	d.
Costs of this summons			

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

ON BACK.

TAKE NOTICE.—If the plaintiff in this action be not your immediate landlord, YOU MUST, upon your being served with this summons, or if this summons shall come to your KNOWLEDGE, forthwith GIVE NOTICE thereof to your IMMEDIATE LANDLORD, and if you do NOT give such NOTICE you will be liable, under sect. 53 of 19 & 20 Vict. c. 108, to forfeit to your immediate landlord THREE YEARS RACK-RENT of the premises held by you of him in respect of which the summons shall have issued.

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93. *Order for Recovery of Tenement.*

No. ——. In the County Court of ——, at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon the hearing of this cause, at a Court holden this day, it is ordered that the defendant do give to the plaintiff possession of a certain ——, [or *messuage* or *part of a certain house with appurtenances*, or *as the case may be*] situate at ——, forthwith [*or* on the —— day of ——], and it is adjudged that the plaintiff do recover against the defendant the sum of £—— for rent [*or* mesne profits] [*or* for rent and mesne profits] and £—— costs.

And it is ordered, that the defendant do pay to the registrar of the Court the sum [*or* sums] above mentioned on or before the —— day of ——, 185–.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

To the Defendant.

Take notice, that if you do not give such possession, a warrant may issue requiring the bailiff of the Court to give possession of the said —— to the plaintiff, and to levy the sum above mentioned, together with further costs.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

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94. *Warrant for giving Possession of Tenement.*

No. of Plaint ——. No. of Warrant ——. In the County Court of ——, at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas, at a Court holden at ——, on the —— day of ——, 185–, it was ordered by the Court that the defendant should give the plaintiff possession of a certain [*as in summons*] situate at ——, [*and that the plaintiff should recover against the defendant*] the sum of £—— for rent [*or* mesne profits] [*or* rent and mesne profits] and costs.

And whereas the defendant has not obeyed the said order: These are therefore to authorise and require you to forthwith give possession of the said herein-before mentioned premises to the plaintiff: And these are therefore further to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the defendant, wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of the defendant or his family, and the tools and implements of his trade, if any, to the value of five pounds) the said sum, and the costs of this warrant and execution; and also to seize and take any money or bank-notes (whether of the Bank of England or any other Bank), and any cheques, bills of exchange, promissory notes, bonds, specialities, or securities for money, of the defendant, which may be there found, or such part or so much thereof as may be sufficient to satisfy this execution and the costs of making and executing the same, and to pay the amount so levied to the Registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

To the High Bailiff of the said Court.

	£	s.	d.
Rent [*or* mesne profits] [*or* rent and mesne profits]			
Costs			
Poundage for issuing this warrant . . .			
Total amount to be levied . . .			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at —— minutes past the hour of ——, in the noon of the —— day of ——, 185–.

95. *Notice to Distrainer of Goods* [or *Cattle*] *intended to be replevied.*

In the County Court of —— , holden at ——.

Take notice, that A.B., of, &c., whose goods [*or* cattle] you have distrained, intends to replevy the same, and has proposed as his sureties for the due prosecution of an action of replevin against you in the [*here mention the Court in which the action is to be brought*], E.F., of, &c., and G.H., of, &c., and that if you have any valid objection to make to the proposed sureties, or either of them, you must attend at [*here insert place of office of Registrar*] on the —— day of ——, at the hour of ——, when the bond will be submitted to me for approval.

J.K., Registrar of the Court.

96. *Bond in Replevin under sect.* 65 *of* 19 *&* 20 *Vict. c.* 108.

Know all men by these presents, that we, A.B., of, &c., C.D., of, &c., and E.F., of, &c., are held and firmly bound unto G.H.,* of, &c., in £——, to be paid to the said G.H. or his certain attorney, executors, administrators, or assigns, for which payment to be made we bind ourselves and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally firmly by these presents.

Sealed with our seals, and dated this —— day of ——, One thousand eight hundred and ——.

Whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above written obligation, and his security has been approved of by ——, the registrar of the County Court of ——, holden at ——, as appears by his allowance in the margin hereof.

Now, the condition of this obligation is such, that if the above-bounden A.B. do and shall within one week from the date of the said obligation commence an action of replevin against the above-named G.H. in Her Majesty's Court of ——, at Westminster, for taking and unjustly detaining of certain goods and chattels of the said ——, to wit, [*here insert the description of the goods and chattels*], and prosecute such action with effect and without delay, and, unless judgment be obtained thereon by default, do and shall prove before the said Court of ——, that he, the said ——, had good ground for believing that the title to the hereditament in respect of which the distress was made was in question [*or*, that the title to a toll was in question], [*or*, that the title to a market was in question], [*or*, that the title to a fair was in question], [*or*, that the title to a franchise was in question], [*or*, that the alleged rent or damage in respect of which the distress was made exceeded twenty pounds], and do and shall also make return of the said goods and chattels, if return thereof shall be awarded, then this obligation shall be void and of no effect, otherwise shall be and remain in full force.

A.B. (L.S.)
C.D. (L.S.)
E.F. (L.S.)

Signed, sealed, and delivered by the above bounden in the presence of ——.

I approve of this bond.

I.K., Registrar.

(This bond does not require a stamp. See 5 Geo. 4, c. 41.)

NOTE.—*If a Deposit of Money be made, the Memorandum thereof should follow the terms of the conditions of the Bond, and will not require a stamp.*

(*To be continued.*)

Court Papers.

Privy Council.

LIST OF BUSINESS FOR THE JUDICIAL COMMITTEE—FEB., 1857.

The Judicial Committee will commence sitting for the despatch of business on Monday, 2nd February, 1857.

Appellants.	Respondents.	Whence.	Solicitors or Proctors. Appellants.	Solicitors or Proctors. Respondents.	Observations.
Cochrane..	Hurrosoondurri & Ors.	Bengal..	Wilson & Waller..	Lawford & Waterhouse.	
Liddell ...	Horne and Westerton	Court of Arches	Currey ...	Jennings.	
Liddell & Others ...	Beale	,,	,,	,,	
Bremer ...	Freeman & Bremer ...	Prerogative Court	Fielder..	Smale & Lawrie, Coote.	
Bishop ...	Wildbore and Bridges	,,	Goldsmith	Tebbs.	
Sorensen..	(O. S. L. the) Queen	Admlty. Ct. (Prize)	Rothery	Townsend ...	The *Ariel.*
Cremidi ...	Parker and Dyke	,,	Clarkson..	H.M. Proctor	Cargo ex *Aspasia.*
,,	,,	,,	,,	,,	The *Achilles.*
,,	Powell and Dyke	,,	,,	,,	Cargo ex *Gerasimo.*

PATENT.

Dunn's patent prolongation (manufacture of soap, &c.) to be heard 2nd February, at half-past 10 a.m.

Queen's Bench.

NEW TRIALS—HILARY TERM, 1857.

Middlesex.	Fernihough *v.* The Sittingbourne and Sheerness Railway Co.
,,	Parker *v.* Dingwall.
,,	Edwards *v.* English & Another.
,,	Alderman *v.* Boddy.
London.	Fell *v.* Burchett.
,,	Simons *v.* Patchett.
,,	Wheelton & Others *v.* Hardisty.
,,	Same *v.* Same.
,,	Hollingworth *v.* Buxton & Another.

Tried during Term.

Middlesex. Haigh *v.* Ousey & Others.

Common Pleas.

NEW TRIALS.

Moved Hilary Term, 1857.

Middlesex.	Patten *v.* Rea.
,,	Pound *v.* Dawson.

The Court will, on Monday, the 9th day of February next, and five following days, hold sittings in *Banco;* and will proceed in disposing of the cases in the New Trial Papers, and will also give judgment in certain of the matters that will then be standing over for the consideration of the Court.

Exchequer of Pleas.

This Court will hold sittings on Friday, the 6th Feb. next, and every succeeding day (Sundays excepted), until and including Tuesday, the 17th Feb. next, and will at such sittings proceed in disposing of the business then pending in the New Trial and Special Papers, and will also on Saturday, the 21st Feb. next, hold a sitting, and will, on the said 21st Feb. next, proceed in giving judgment in all matters then standing for judgment.

SITTINGS at NISI PRIUS in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of her Majesty's Court of Exchequer, after HILARY TERM, 1857.

In Middlesex.

Monday	Feb.	2	...Common Juries.
Tuesday	,,	3	...Customs and Common Juries.
Wednesday.....	,,	4	...Inland Revenue and Common Juries.
Thursday	,,	5	...Common Juries.
Friday	,,	6	Special Juries, and Common Juries if necessary.
Saturday	,,	7	
Monday	,,	9	
Tuesday	,,	10	

In London.

Wednesday.....	Feb.	11	Common Juries.
Thursday	,,	12	
Friday	,,	13	
Saturday	,,	14	
Monday	,,	16	
Tuesday	,,	17	Special Juries, and Common Juries if necessary.
Wednesday.....	,,	18	
Thursday	,,	19	
Friday	,,	20	
Saturday	,,	21	
Monday	,,	23	
Tuesday	,,	24	
Wednesday.....	,,	25	
Thursday	,,	26	
Friday	,,	27	
Saturday	,,	28	

The Court will sit at 10 o'clock.

Court of Criminal Appeal.

This Court will hold a sitting on Saturday, the 31st Jan., and will at such sitting give judgment in cases then standing for judgment.

* The distrainer.

Births, Marriages, and Deaths.

PROFESSIONAL LIST.

BIRTHS.

BLACKBURN—On Jan. 25, at 9 Great Stuart-street, Edinburgh, the wife of Robert B. Blackburn, Esq., advocate, of a son.

HORN—On Jan. 27, at Upper Bedford-place, the wife of Henry Horn, Esq., barrister-at-law, of a son.

KEENE—On Jan. 28, at Highgate, the wife of Charles H. Keene, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.

ROBERTS—On Jan. 24, at 2 Grove Villas, Loughborough-road, Brixton, the wife of Harry Dawson Roberts, Esq., solicitor, of a son.

MARRIAGE.

WAYMAN—HANCHETT—On Jan. 15, at Ickleton, Cambs., by the Rev. W. J. Clayton; Ephraim Wayman, Esq., solicitor, to Caroline Annie, eldest daughter of William Hanchett, Esq., of the above place.

DEATHS.

ALDERSON, Hon. Baron, at 9 Park-crescent, on Jan. 27, in his 70th year.

BRENT, WM. B., Esq., late Judge of the Palace Court, at Dunkerque, France, on Jan. 21.

CROUCH, ISABELLA, widow and relict of Christopher Crouch, Esq., late of 28 Queen-square, Bloomsbury, solicitor, at 2 Cambridge-terrace, Widecombe-hill, Bath, on Jan. 23, in her 51st year.

Unclaimed Stock in the Bank of England.

The Amounts of Stocks stated will be transferred to the undermentioned Parties unless Claimants appear within Three Months.

CARTER, GEORGE & GEORGE FLEETWOOD (acting executors), £650 : 10 : 6 New 3 per Cents. late £3 : 5s. per Cents., heretofore standing in the name of Willoughby Harcourt Carter, of New-park, New-town-park, Co. Dublin, Esq.

HARRISON, ISABELLA, wife of Venerable Benjamin Harrison, Archdeacon of Maidstone, £100 Reduced 3 per Cents., heretofore standing in the name of Isabella Thornton, of Battersea-rise, spinster.

HEWITT, MARY ANN, widow, £54 : 3s. New 3 per Cents., heretofore standing in the names of Mary Ann Hewitt, wife of James Hewitt, of Old Hummums, Covent-garden, gent.

KINDERSLEY, RICHARD TORIN, & EDWARD COCKBURN KINDERSLEY (the surviving executors), £169 : 11 : 4 Consols, heretofore standing in the name of Benjamin Torin, of Englefield-green, Surrey, Esq.

POCOCK, JOHN JAMES, & CHARLES JAMES POCOCK, £380 : 10s. Consols, heretofore standing in the names of John James Pocock & Charles James Pocock, of Lincoln's-inn-fields, Esqs.

POCOCK, JOHN INNES, & CHARLES INNES POCOCK, £380 : 10s. Consols, heretofore standing in the names of John Innes Pocock & Charles Innes Pocock, of Lincoln's-inn-fields, Esqs.

SMITH, ELIZABETH (widow), £332 : 16 : 2 New 3 per Cents., heretofore standing in the names of William Wynne Smith, of Birmingham, Esq., & John Hinckley, of Ombersley, Worcestershire, gent.

VULLIAMY, JUSTIN THEODORE (the survivor), £35 : 19 : 8 New 3 per Cents., heretofore standing in the names of Sarah Vulliamy of Kensington Gravel-pits, widow, Benjamin Lewis Vulliamy, & Justin Theodore Vulliamy, both of Pall-mall, Esqs.

WARD, ELIZABETH, £3 Long Annuities, heretofore standing in the name of Elizabeth Ward, of Forest-gate, West Ham, Essex, spinster.

WHEELER, JOSEPH (the survivor), £277 : 9 : 4, Consols, heretofore standing in the names of John Dyer & Joseph Wheeler, of Wootton-under-Edge, Gloucester, gents.

WITCHELL, JOHN, £100 New 3 per Cents., heretofore standing in the name of John Witchell, of Aldersgate-st., cheesemonger.

General Weekly Obituary.

ADAMS, SARAH, wife of Mr. R. E. Adams, at Sevenoaks, Kent, on Jan. 25.

ADE, EDWIN, at 415 Oxford-street, on Jan. 23, aged 63.

ADDISON, ELIZABETH, widow of Richard Addison, Esq., of Liverpool, at the Oaks, Rock Ferry, on Jan. 22.

AIME, Mr. BENJAMIN, at 1 Belmont-terrace, Wandsworth-road, on Jan. 25, in his 86th year.

AINGER, Mr. WILLIAM, at Goswell-road, on Jan. 29, aged 76.

ALBONY, ELIZA JESSIE, widow of Capt. J. H. Albony, 21st Fusiliers, and youngest daughter of the late Rev. J. Cowell, of Todmorden, at Henley-on-Thames, on Jan. 22.

ALDERSON, Hon. Baron, at 9 Park-crescent, on Jan. 27, in his 70th year.

ALLEN, Mr. SAMUEL, at Coborn-street, Bow, on Jan. 26, in his 83rd year.

ALLEN, FANNY, widow of the late Thomas Allen, Esq., of the same place, and Shouldham Hall, Norfolk, at King's Lynn, on Jan. 16, in her 74th year.

ASH, EMMA, wife of Mr. Robert Ash, at 1 Adelaide-terrace, Anlaby-road, Hull, aged 32.

BAMFORD, CHARLES, jun., Esq., merchant, at Hull, on Jan. 24, aged 42.

BANCE, JOHN EBDEN, younger son of Commander James Bance, R.N., at 7 Hanover-terrace, Notting-hill, on Jan. 14.

BARLOW, Sir ROBERT, Bart., of the Bengal Civil Service, fourth son of the late Sir George Hilars Barlow, Bart., G.C.B., on Jan. 21, aged 59.

BATCHELOR, ELIZABETH, wife of Charles Batchelor, and daughter of the late Mr. John Worhall (London), at Brooklyn, New York, U.S., on Jan. 10, in her 39th year.

BATEMAN, Mrs. ALEXANDRINA VICTORIA, wife of Mr. Bateman, at Islington, on Jan. 22, aged 28.

BENNETT, Mr. W., at 36 Percival-street, Clerkenwell, on Jan. 22, aged 44.

BERRY, EDMOND, Esq., at 25 Compton-terrace, Islington, on Jan. 27, in his 33rd year.

BIRD, Mrs., for 30 years servant in the family of Samuel Platt, Esq., of Hyde-park-gardens, in Park-place, Bayswater, on Jan. 25.

BODENHAM, MARY, relict of John Bodenham, Esq., formerly of Grove House, near Presteign, Radnorshire, on Jan. 24, aged 88.

BRANT, PRISCILLA, relict of John Brant, Esq., of Lower Edmonton, at Islington, on Jan. 26, in her 81st year.

BRENT, WM. B., Esq., late Judge of the Palace-court, at Dunkerque, France, on Jan. 21.

BROOKING, ANNA, only surviving child of Roope Brooking, Esq., at Brooklyn, New York, U.S., on Jan. 11, in her 3rd year.

BUCHMANN, CHARLES CAPPER, Esq., at Hanover Lodge, Brixton, on Jan. 16, in his 31st year.

BUCKLE, WILLIAM, at Wolverhampton, on Jan. 16, aged 87.

BURKITT, EUPHEMIA, sister of the Rev. W. Burkitt, curate of Leeds, Kent, at Leeds Parsonage, Kent, on Jan. 27.

CARPUE, Miss MARGARET ANN, at Park-place, Clifton, on Jan. 19, in her 93rd year.

CARTER, ELIZA SALTER, wife of Mr. S. Carter, of Blackman-street, Borough, and Cambridge-terrace, Clapham-road, on Jan. 23.

CARY, ELIZA, wife of Wm. Henry Cary, Esq., of Woodford, Essex, on Jan. 23, aged 49.

CATLINE, Mr. WILLIAM ILIFFE, many years connected with the Bank of England, at the Terrace, Old Kent-road, on Jan. 27, aged 62.

CHINNER, CATHARINE CHARLTON, daughter of Wm. Chinner, Esq., of the Foxhills, near Wolverhampton, Jan. 22.

CLAYDEN, ANN, eldest daughter of the late Wm. Clayden, at Littlebury, on Jan. 21, aged 48.

CLOSE, Major J. M., Royal Artillery, at Hastings, on Jan. 26, aged 77.

COARE, Capt. GEORGE, of the 60th Regiment, Bengal N.I., eldest son of George Coare, Esq., of Heavitree, near Exeter, at Great Malvern, on Jan. 24, aged 35.

COCK, ABRAHAM, at 17 Bentinck-street, Manchester-square, on Jan. 24, aged 47.

COOKSON, JOHN, Esq., Deputy-Lieutenant and J. P. for the county of Durham, at Whitehill, Chester-le-Street, on Jan. 24, in his 84th year.

CORPE, Mr. JOHN W., of Sunbury, Middlesex, on Jan. 21, aged 50.

COX, ALGERNON, infant son of Edward W. Cox, Esq., at 36 Russell-square, on Jan. 24, aged 9 months.

CRICHTON, FRANCES, widow of Sir A. Crichton, Kt., M.D., F.R.S., at the Grove, Sevenoaks, on Jan. 20, in her 86th year.

CROSS, ELEANOR MARY, daughter of Osborn P. Cross, Esq., of Earl's-court, Old Brompton, on Jan. 22, aged 4.

CROSSE, CHARLOTTE, wife of William Crosse, Esq., of Onehouse, Suffolk, on Jan. 25, aged 65.

CROUCH, ISABELLA, widow of C. Crouch, Esq., late of 22 Queen-square, solicitor, at 2 Cambridge-terrace, Widecombe-hill, Bath, on Jan. 23, in her 51st year.

CUMMING, MARY ANN, wife of James Cumming, Esq., late of Lytham, Lancashire, at Cheadle Rectory, Cheshire, on Jan. 25, aged 70.

DE PASS, DANIEL, at 2 Kensington-garden-terrace, Hyde-park, on Jan. 21, in his 61st year.

DONKIN, GEORGE DAVID, Esq., only son of the late General Sir Rufaine Shawe Donkin, K.C.B., at Wyfold Court, Oxon, on Jan. 23.

DONOGHUE, FRANCES, wife of Mr. Charles Donoghue, at Manor-street, Clapham, on Jan. 21, aged 52.

DOWNE, Viscount WILLIAM HENRY, at Torquay, on Jan. 26, in his 45th year.

DURANT, Miss ELIZABETH, at North Tawton, Devonshire, on Jan. 22, aged 75.

DURHAM, Rev. W. A. C., A.M., Rector of the united parishes of St. Matthew and St. Peter, Westcheap, on Jan. 26, in his 83rd year.

EGREMONT, EDWARD, only son of the Rev. Edward Egremont, of Wroxeter, Salop, at Selsby-park, Durham, on Jan. 23, in his 20th year.

ELLIS, JAMES BRABARON, Esq., J.P., youngest son of the Rev. Arthur Ellis, of Kildemock Glebe, Louth, Ireland, in Dublin, on Jan. 19, aged 38.

EVANS, Brigadier-Gen. DACRES FITZHERBERT, of 16th Regt. (Grenadiers), H.E.I.C.S., Brevet-Colonel in the army, and late commanding a brigade in the service of the Sultan, at Clifton, near Bristol, on Jan. 26.

FENNING, MARIA, wife of Mr. Eugenius Fenning, in the Poultry, on Jan. 25, aged 75.

FISHER, ANN, daughter of the late Wm. Fisher, Esq., of Millend, Hambledon, Bucks, at Castle-hill, Reading, on Jan. 26, aged 76.

FOREMAN, Mrs. NANCY, widow of Mr. Stephen Foreman, at 46 St. Augustine-road, Camden-town, on Jan. 22, aged 70.

FOSTER, Miss JANE, of Mark-house-lane, Walthamstow, on Jan. 25, in her 80th year.

FOX, ANNE STOTE, widow of George Townsend Fox, Esq., at South Bailey, Durham, on Jan. 22, in her 78th year.

FREEMAN, CAROLINE, youngest daughter of the late Thomas Freeman, Esq., of North Sound, Antigua, at 3 Johnstone-street, Bath, on Jan. 23

FREEMAN, Mr. WILLIAM, at North Ockenden, on Jan. 21, aged 62.

GIBSON, Miss ELIZABETH, at Ebury-street, on Jan. 23, aged 83.

GREENING, MARIA ELIZABETH, relict of Joseph Greening, sen., of New-park-road, Brixton-hill, on Jan. 23, aged 65.

GREW, ELIZABETH CLARA, youngest daughter of the late Nathaniel Grew, Esq., at West Ham, Essex, on Jan. 25, in her 29th year.

HADDEN, GEORGE ERNEST, Esq., at Upton-place, Stratford, Essex, on Jan. 28, aged 39.

HAGUE, JOHN, Esq., civil engineer, formerly of London, and for several years chief engineer to the Sultan, Constantinople, at Southampton, on Jan. 20, in his 77th year.

HANKS, SEMIRA GERTRUDE, youngest surviving daughter of the late Richard Hanks, jun., of Ratcliff, at Brixton, on Jan. 25.

HARDING, JOSEPH, Esq., eldest son of the late Joseph Harding, Esq., of East-end, Finchley, off Algiers, on his passage from India, on Jan. 13.

HARDY, C. W., Esq., M.A., of Trinity College, Cambridge, Head Master of the Grammar School, Thetford, Norfolk, on Jan. 23.

HART, JOHN OWEN, Esq., at Marlyn's House, near Guildford, Surrey, on Jan. 24, in his 52nd year.

HAYWARD, EMMA, wife of Charles Hayward, at Dalston, on Jan. 23, aged 38.

HERING, MARY, widow of Oliver Hering, Esq., late of Heybridge Hall, Essex, and of Southampton, at Carlton-crescent, Southampton, on Jan. 20, at an advanced age.

HINE, ELIZABETH, wife of Mr. David Hine, at Albany-road, Camberwell, on Jan. 24, aged 73.

HOBSON, JANE AYRES, wife of Mr. George David Hobson, of Glengall-grove, Old Kent-road, on Jan. 25, in her 73rd year.

HOLBORN, Mr. ARTHUR, of 39 Mincing-lane, at Brighton, on Jan. 22, aged 30.
HOOD, GEORGE WILLIAM, youngest child of H. S. Hood, Esq., of Camberwell-grove, on Jan. 28, aged 20 months.
HORNBY, Mr. BENJAMIN, at 31 Eastcheap, on Jan. 28, in his 58th year.
HOWELL, SELINA, wife of Robert Howell, Esq., and daughter of Capt. C. Calmady Dent, R.N., in Dublin, on Jan. 22, aged 26.
HOYLE, Mrs. ELLEN; daughter of the late James Hoyle, Esq., of the Rhoyd, near Halifax, at Grandborough, Warwickshire, on Jan. 24, in her 83rd year.
HUNT, MARIANNE, wife of Leigh Hunt, at Hammersmith, on Jan. 26, in her 69th year.
HUNTINGFIELD, the Hon. CLARA LOUISA VANNECK, second daughter of the Right Hon. Lord Huntingfield, at 1 Grosvenor-square, on Jan. 26.
HUTCHINSON, Major ALFRED COOPER, late of the Bengal Artillery, on Jan. 24, aged 44.
IRVING, THOMASINE, widow of the late Henry Irving, of Brighton, at Park-crescent, Clapham, on Jan. 27, aged 69.
JACKLIN, Mr. GEORGE, late of 14 Queen-street, Cheapside, at Twickenham, on Jan. 23, aged 64.
JACKSON, FRANCIS, Esq., late Provost-Marshal-General of the Island of Grenada, third son of Joseph Jackson, Esq., of Orpington, Kent, on Jan. 23, in his 47th year.
JESSE, CHRISTIANA ISABELLA, at Castle-hill, Reading, on Jan. 23.
JOHNSTONE, GEORGE HERBERT, eldest son of the Rev. G. D. Johnstone, at Stonegate Parsonage, Ticehurst, on Jan. 25, in his 14th year.
JONES, ROBERT, Esq., late of the Corn Exchange, Mark-lane, and Pearson's-wharf, Shad Thames, Horsleydown, on Jan. 10, aged 60.
JUITT, ANNE, widow of George Juitt, Esq., at Elstead, Surrey, on Jan. 22, aged 83.
KALSALL, CHARLES, of Hythe, near Southampton, at Nice, Jan. 3, aged 74.
KITE, THOMAS, Esq., late assistant-receiver of taxes for Hereford and South Wales, at Cheltenham, Jan. 23.
LAKE, Mrs., daughter of the late Crosier Surtees, Esq., of Redworth-house, Durham, at South Bailey, Durham, on Jan. 23, aged 84.
LAWRENCE, GEORGE, Esq., 52 Cadogan-place, on Jan. 22.
LE GALLAIS, CHARLES, Esq., Lieutenant Royal Engineers, youngest son of Mr. Judge Le Gallais, of Jersey, at King's-house, Jamaica, on Dec. 11, aged 26.
LEPPINGTON, JANE, the wife of Hildyard Marshall Leppington, Esq., at Great Grimsby, on Jan. 20, aged 44 years.
LETHBRIDGE, the Dowager Lady, at Abbey-house, Glastonbury, on Jan. 25.
LEYBURN, ELIZABETH ANN, relict of William Leyburn, Esq., of Knutsford, on Dec. 25, in her 81st year.
LOADER, Mr. J. T., of Kennington, on Jan. 21, in his 55th year.
LOCKWOOD, the infant daughter of F. D. Lockwood, Esq., at 1 Blomfield-street, on Jan. 21.
LONDON, Mr. PHILLIPS, at Guernsey, on Jan. 20, aged 76.
LORD, THOMAS HOULDITCH, Esq., at Calcutta, on Jan. 2, aged 35.
MASON, JANE ELIZABETH, wife of Mr. P. Mason, of Dedham, Essex, on Jan. 21, aged 31.
MAXWELL, GRACE CALLANDER, widow of Sir Murray Maxwell, K.C.B., at Ramsgate, on Jan. 23, aged 77.
MEDHURST, Rev. W. H., D.D., of Shanghae, China, at Cambridge-street, Pimlico, on Jan. 24, in his 61st year.
MICHIE, Miss MARIA, at 50 Upper Baker-street, Regent's-park, on Jan. 28.
MONTAGUE, MARY, relict of William Montague, Esq., of Constitution-house, Gloucester, at Ryde, on Jan. 21.
MOORE, SUSANNAH ANDERSON, widow of Jonathan Moore, Esq., late of Cheltenham, at Upper Gloucester-place, Dorset-square, on Jan. 24.
NEATBY, ANNE, relict of John Neatby, at Walker-place, Rotherhithe, on Jan. 23, in her 76th year.
NORMAN, HENRY CHARLES, second son of H. Burford Norman, Esq., at 7, Manchester-square, on Jan. 26, in his 5th year.
NUNN, SUSANNAH, relict of Mr. Thomas Nunn, late of 19 Great James-street, Bedford-row, at 32 East-street, Foundling Hospital, on Jan. 26, in her 74th year.
OLDFIELD, ANN, relict of Edmund Oldfield, Esq., of Darby-hall, Leake, at Skirbeck, on Jan. 20, in her 91st year.
ORPEN, MARTHA, relict of A. E. Orpen, Esq., M.D., of Cork, and second daughter of the late Sir J. Chatterton, Bart., on Jan. 24, aged 68.
PAYNE, Mr. JOHN, at Wallingford, on Jan. 22, aged 63.
PEAKE, Mr. WM., of Chiddingford, Surrey, on Jan. 12, aged 82.
PIGOTT, MARY ANN, wife of Mr. Charles Pigott, of Gresham-street, City, and Richmond-villas, Seven Sisters'-road, Holloway, on Jan. 18, in her 27th year.
PITTARD, Mrs. SUSANNAH, last surviving daughter of Mr. Samuel Pittard, on Jan. 27, in her 78th year.
PORTER, Mrs. ELIZABETH, on Jan. 15, aged 82, and
PORTER, JOHN, Esq., husband of the above, on Jan. 20, in his 92nd year.
PORTER, WILLIAM, Esq., late Alderman of the Borough of Northampton, at St. Andrew's-terrace, Northampton, on Jan. 21, aged 69.
PROCTER, Mr. JAMES SIMPSON, at Morden-hill, Lewisham, on Jan. 27, in his 57th year.
PURVIS, HOME, Lieutenant in H.M. 10th Foot, youngest son of the Rev. R. F. Purvis, vicar of the above parish, at the Vicarage, Whitsbury, on Jan. 22, in his 22nd year.
RAPER, MATILDA, third daughter of Lieut.-Col. Raper, late 19th Regt., at Hoe-court, Herefordshire, on Jan. 16.
RICHARDSON, CHARLOTTE ELIZA, late of Ashburnham House, daughter of the late John Laman Richardson, Esq., at 17 Montpelier-row, Blackheath, on Jan. 26.
ROCKE, ANNE, relict of Rev. John Rocke, of Clungunford House, Salop, at Ludlow, on Jan. 23, in her 66th year.
ROSS, ANN, wife of Rear-Admiral Sir James Clark Ross, at Aston Abbott's-house, near Aylesbury, on Jan. 25, aged 40.
RUSH, MONTAGU, younger son of Mr. Thomas A. Rush, of Hereford square, Brompton, on Jan. 25, in his 14th year.
SANDERS, ETHEL MAUD, only child of the Rev. Lloyd Sanders, Whimple Rectory, Exeter, at Torquay, on Jan. 17.
SANDILANDS, Miss ANNE, at Tulse-hill, on Jan. 7, in her 82nd year.
SCANLAN, KATE MARY, second daughter of Edward Scanlan, Esq., M.D., at 21 Upper Seymour-street-west, Hyde-park, on Jan. 27, in her 11th year.
SEYMER, WILLIAM HORACE KER, at Hanford, on Jan. 25.
SHILCOCK, Mrs. MARY, at Derby, on Jan. 27, aged 83.
SHORT, Lieut.-Col. CHARLES WM., late of the Coldstream Guards, at Oldham, Hants, on Jan. 19, aged 58.
SILK, Mrs. MARY, relict of Alexander Silk, Esq., at 1 Brunswick-square, on Jan. 25, aged 76.
SIMPSON, JOHN, Esq., at Dantzic, on Jan. 21.
SMITH, SARAH, relict of Charles Awdus Smith, Esq., late of Notting-hill, Kensington, at Stanley-villa, Hammersmith, on Jan. 21, aged 61.
SNOXELL, WILLIAM, only son of William Snoxell, and last of his family, at 96 Regent-street, on Jan. 25, aged 28.
SOWERBY, CATHERINE, youngest daughter of the late John Sowerby, Esq., of Hackney, Middlesex, at Peckham, Surrey, on Jan. 20, aged 48.
SPRING, Mr. HUGH, at Northfleet, Kent, on Jan. 19, aged 54.
STANIFORTH, CHARLOTTE, wife of Charles Staniforth, Esq., at 8 Norfolk-crescent, Hyde-park, on Jan. 22.
STONEY, MARY JOANNA, relict of the late G. R. Stoney, Esq., of Grayfort, King's County, and daughter of the late General John Joynour Ellis, of Kempsey, near Worcester, at Church-terrace, Kentish-town, on Jan. 26.
THACKER, Rev. ARTHUR, Senior Fellow and Tutor of Trinity College, Cambridge, at his rooms in College, on Jan. 25, aged 43.
THOMAS, BRIDGET, wife of Thomas Thomas, Esq., of Penkerrig, Radnor, and daughter of the late Marmaduke Gwynne, formerly of Llanciwedd Hall, Radnor, and of Garth, Brecon, on Jan. 20, aged 74.
TINDALL, PETER, jun., Esq., at 45 Hamilton-terrace, St. John's-wood, on Jan. 26, in his 33rd year.
TOURNAY, THOMAS, Esq., at Brockhill, Kent, on Jan. 18, aged 46.
TREACHER, ARTHUR WELLINGTON, youngest son of Benjamin Treacher, Esq., at Heavitree, near Exeter on Jan. 22, in his 3rd year.
UPWARD, Mr. JOHN, at 8 Beaufoy-terrace, Maida-vale, on Jan. 26, aged 72.
VICKRESS, Mr. THOMAS, of 45 Aldersgate-street and Blackheath, on Jan. 25, aged 54.
WALDUCK, THOMAS HENRY, only child of Thomas Henry Walduck, jun., at 5 Warwick-court, Holborn, on Jan. 29, in his 5th year.
WALKER, ANN, widow of J. T. Walker, Esq., formerly of Dorking, at Perth, on Jan. 20, in her 79th year.
WELCH, MARIA, widow of Edward Welch, Esq., at 47 St. Augustine-road, Camden-town, on Jan. 28, aged 62.
WEST, THOMAS, Esq., at Manor House, Sutton Courtenay, on Jan. 21, aged 80.
WHITFIELD, ELIZABETH, relict of Lieut. William Whitfield, R.N., and eldest daughter of the late Rev. William Rastall, M.A., rector of Winthorpe and Thorpe, Nottinghamshire, at Plymouth, on Jan. 20.
WHITMORE, EDWARD, Esq., at Montagu-street, Russell-square, on Jan. 26, aged 72.
WILSON, PATRICK, Esq., agent for the British Linen Company Bank, at Kelso, on Jan. 23, aged 63.
WINKWORTH, ELIZABETH, wife of Arthur Winkworth, Esq., of Sattenham, on Jan. 26, in her 65th year.
WOOD, Mrs. ANN, at Town House, Ightham, Kent, on Jan. 22, aged 89.
WOOD, JOHN, Esq., at Totteridge, Herts, on Jan. 26, aged 74.
WOOD, Col. JAS. HUMPHREYS, late of the Royal Artillery, at Tours, on Jan. 13.

Money Market.

CITY, FRIDAY EVENING.

The news from China has not produced any material decline in the English Funds, but combined with the continued drain of gold, with additional tightness of money, with renewed activity in the demand for accommodation in the discount market, and with the absence of any signs of improvement on the Paris Bourse, has kept down the price of Funds rather below the drooping rates of the previous three weeks.

Foreign Securities remain quiet, with a downward tendency.

The rates of the Bank of England for discount and advances are without alteration.

From the Bank of England return for the week ending the 24th January, 1857, which we give below, it appears that the amount of notes in circulation is £19,089,965, being a decrease of £373,070; and the stock of bullion in both departments is £10,116,282, shewing an increase of £5,873, when compared with the previous return. The decline of prices in the Metropolitan and Provincial Corn Markets, during the last two weeks, has been very considerable. Producers appear to have come to the conclusion that late rates will not be maintained. This decline is expected to lead to some degree of easement in the Money Market, by checking the importation of Foreign Corn. In the Meat Market, prices continue without abatement. Foreign and Colonial produce fully maintain previous rates, and hostilities in China have caused a considerable advance in the price of Tea.

At the recent interview between gentlemen representing the Property and Income Tax Association and the Chancellor of the Exchequer, in Downing-street, several important facts were mentioned, well known, indeed, but ignored, or forgotten, or kept out of view, by persons who pretend to lead and direct an expression of popular will on the subject of the Income Tax. Persons desirous to court popularity fix instinctively

upon the theme of reducing or abolishing a tax as a sure means of attaining their object, and leave out of view facts which the Chancellor of the Exchequer did not omit to put prominently before the gentlemen who were present at this interview, and also before the public. He stated that the law is perfectly clear to maintain the tax till April, 1858, but that the Government wholly renounced all intention of taking any kind of improper advantage from the law, which it would be the duty of Parliament to maintain or alter. He stated that sound policy forbids the Government to reckon the conclusion of the war to have been at any earlier period than the ratification of the treaty of peace. He also pointed out that the effect of the movement to reduce the income tax would be, if successful, to remit £8,000,000 of revenue, and that the abolition of the whole of the tax would produce a remission of more than double that amount.

It may be remarked that with these facts the question between direct and indirect taxation is closely united. It is clear that the advantages of free trade could not have been secured without that large reduction in custom and excise duties which the imposition of an income tax alone made practicable. Those parties who demand the immediate reduction or the total removal of the Income Tax should shew, if it can be shewn, how the consequent deficiency in the public income can be made good without such an increase of custom and excise duties as would greatly hinder free-trade, and become more painfully burdensome to tradesmen and manufacturers than even the Income Tax, notwithstanding the inquisitorial means by which it is assessed, and notwithstanding it has not been found practicable to establish a differential duty between permanent and precarious Income.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	216	...	217½	216 17½	217½	217½
3 per Cent. Red. Ann.	93⅞ 4⅛	94 3⅞ 4⅛	94 3⅞ ⅜	93⅞ ⅜	93⅞ ⅜	93⅞ ⅜
3 per Cent. Cons. Ann.	93½ ⅜	93⅝ ⅜ ½	93⅝	93⅝	93⅝	93⅝ 3
New 3 per Cent. Ann.	94⅛ 7	94⅜ ⅛ 4	94⅛ 3⅞	94	94⅛ ⅜ ⅞	93⅜
New 2½ per Cent. Ann.	...	...	76½	76½	...	...
Omnium	...	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	...	2⅞	...	2⅞	...	2 15-16
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	...	...	2 11-16	2 11-16
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	2 11-16	...	...
Do. 30 yrs. (exp. April 5, 1885)	...	18 1-16	...	18	18 1-16	...
India Stock	...	...	219	219	...	...
India Bonds (£1,000)	...	...	...	...	2s. dis.	par.
Do. (under £1,000)	2s. pm.	1s. dis.	2s. dis.	2s. pm.	...	par.
Exch. Bills (£1,000)	2s. pm.	1s. pm.	...	3s. dis.	2s. dis.	1s. dis.
Exch. Bills (£500)	...	...	2s. dis.	3s. dis.	4s. dis.	par.
Exch. Bills (Small)	2s. pm.	3s. pm.	2s. dis.	3s. dis.	2s. dis.	1s. dis.
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	...	98⅝ 9
Exch. Bonds, 1859, 3½ per Cent.	...	...	99½	99½	...	98⅝

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	68½	68⅝	60¼ ⅜ ½	60¼ ⅜ ⅝	60⅝ 1	60⅞ 1
Chester and Holyhead	...	...	...	37 6½	37	36½
East Anglian	...	19	18⅝ 19	18⅝ 19⅛	...	...
Eastern Counties	9⅜ ½	9¼	9⅛ ¼	9 ⅛	9⅛	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	94	...	94	93⅜	...	94⅜
Edinburgh and Glasgow	...	...	...	...	...	53⅜
Edin., Perth. & Dundee	...	34½	34⅜ ¼ ½	34	...	31⅜
Glasgow & South Western	93	...	...	...	...	...
Great Northern	92½	92½	91¾ 2 1⅞	93 2½ 3½	93½	94⅛ 94
Gt. South & West. (Ire.)	112	...	...	...	...	...
Great Western	65⅞ ½	65½ ⅜ ⅝	65½ ⅜	66 5⅝ 6½	65⅝ ⅜	66 5⅞
Lancashire & Yorkshire	96⅜	96⅝	96⅛ ⅜ ¼	96 ⅜	...	96⅝
Lon., Brighton, & S. Coast	113 12⅝	113⅛	112⅜ ⅛ ¼	112⅜	...	109
London & North Western	106⅛ ⅜	106⅛ ⅜	106⅛ ⅛ 6	106	106½	106⅜ ⅜
London and S. Western	...	...	107¼ 6⅜	106⅜ ⅛	...	107½ 7
Man., Shef., and Lincoln	34⅛	...	34⅛ 34	34 3⅜ ⅛	34	33⅜
Midland	82½	82⅛ ⅜	82¼ ⅜ ⅛	82¼ 2 ⅜	82⅜ ⅜	82½ ⅜ ⅜
Norfolk	52⅜ 2	52½	...	...	...	54
North British	39½	39½	39	39 9¼ 8⅓	...	39½ 9
North Eastern (Berwick)	84	84 ¼	83½ ⅜	84	84	83½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	...	...	...	...	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	25½	...	...	...	...	...
Shropshire Union	...	...	49⅛ 50	...	...	...
South-Eastern	...	74 3⅜	74 3⅜	74⅜	...	...
South-Wales	...	84⅛	85	...	...	84⅝

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 24TH DAY OF JANUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,941,695	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,466,695
		Silver Bullion	—
	£23,941,695		£23,941,695

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuities.	11,569,431
Rest	3,389,140	Other Securities	15,829,154
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	4,122,921	Notes	4,851,730
		Gold and Silver Coin	649,587
Other Deposits	9,985,005		
Seven day & other Bills	849,836		
	£32,899,902		£32,899,902

Dated the 29th day of Jan., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

Bankrupts.

TUESDAY, *Jan.* 27, 1857.

ATKINSON, JOHN, Builder, Queen's-gardens, and Westbourne-grove, Bayswater. Feb. 11, at 2, & Mar. 10, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Sidney, Smith, & Son, 6 Barnard's-inn, Holborn. *Pet.* Jan. 22.

BANKS, FREDERICK LAWSON, & ROBERT DAWSON (Banks, Dawson, & Co.), Common Brewers, Fornham-st., Sheffield. Feb. 7 & Mar. 21, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Patteson, Sheffield. *Pet.* Jan. 17.

CARR, WILLIAM RIDLEY, & HENRY FREDERICK SCOTT (J. Carr & Co.), Iron Manufacturers, Wallsend, Northumberland, in copartnership with John Carr, already adjudged a bankrupt. Feb. 16, at 12, & Mar. 18, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* T. & W. Chater, Newcastle-upon-Tyne. *Pet.* Jan. 20.

COOK, THOMAS, Boot and Shoe Maker, Thorpe-le-Soken, Essex. Feb. 5, at 11.30, & Mar. 5, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Jones, Colchester. *Pet.* Jan. 23.

COOPER, JOHN BUNTON, & HENRY BUNTON COOPER, Pawnbrokers, 5 Bentley-pl., Kingsland-rd. Feb. 7 & Mar. 13, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Foord, Pinner's-hall, Old Broad-st. *Pet.* Jan. 27.

DADELSZEN, EDWARD VON, Metal Broker, Liverpool. Feb. 11 & Mar. 9, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Dodge, Union-ct., Liverpool. *Pet.* Jan. 24.

DAVIS, RICHARD, Ship Broker, Cardiff. Feb. 9 & Mar. 10, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol. *Pet.* Jan. 21.

GLADSTONE, JOHN, jun. (J. Gladstone, jun. & Co.), Ironfounder, Liverpool. Feb. 6 & Mar. 5, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Francis & Almond, Fenwick-st., Liverpool. *Pet.* Jan 20.

LAIDLER, THOMAS (J. Carr & Co.), Coke Burner, Jarrow, Durham, in copartnership with J. Carr already adjudged bankrupt, Coal Owner; and at Denton, Northumberland, with W. R. Carr (the Montague Coal Company). Feb. 16, at 1, & Mar. 18, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* T. & W. Chater, Newcastle-upon-Tyne. *Pet.* Jan. 20.

LANE, THOMAS, Japanner, Birmingham, now residing at Wilton Lodge, New-rd., Hammersmith. Feb. 7, at 11.30, & Feb. 26, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sol.* James, Birmingham. *Pet.* Jan. 3.

LOW, JOSEPH, & MAXIMILIAN LOW (Low, Brothers), Merchants, 40, Broad-st.-bldgs. Feb. 6, at 2, & Mar. 10, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* King & George, 35 King-st., Cheapside. *Pet.* for *Arrangement*, by J. Low, Nov. 18; by M. Low, Dec. 22.

MARTIN, JAMES, & EDWIN MARKWICK, Surveyors, Upper North-st. and Round Hill-park, Brighton. Feb. 6, at 12.30, & Mar. 16, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* May, 67 Russell-square; Reade, Northgate Muse, Brighton. *Pet.* Jan. 23.

OCHSE, JAMES, Dealer in French China, 44 Basinghall-st. Feb. 6, at 12.30, & Mar. 13, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* J. & S. Solomon, 22 Finsbury-pl. *Pet.* Jan. 16.

PHILLIPS, ANDREW, Licensed Victualler, House of Commons Inn, Hill's-rd., Cambridge. Feb. 5, at 11, & Mar. 5, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Laurence, 3 Cork-st., Burlington-gardens. *Pet.* Jan. 24.

RILEY, WHITAKER, Calico Printer, Manchester. Feb. 9 & Mar. 9, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Sale, Worthington & Shipman, Manchester. *Pet.* Jan. 17.

WHITE, WILLIAM, Miller, New Crane Mill, Shadwell. Feb. 6, at 1, & Mar. 10, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Marten, Thomas, & Hollams, Mincing-la. *Pet.* Jan. 26.

WOOTTON, JAMES, Builder, Oxford-st., Leicester, Feb. 10 & Mar. 3, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Stone & Paget, Leicester; James, Birmingham. *Pet.* Jan. 24.

FRIDAY, *Jan.* 30, 1857.

BASKERVALLE, GEORGE, Innkeeper, Talk-on-the-Hill, Staffordshire. Feb. 13 & Mar. 6, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Hodgsons & Allen, Birmingham. *Pet.* Jan. 29.

BURT, WILLIAM, Builder, St. Stephens by Launceston, Cornwall. Feb. 10 & Mar. 5, at 1; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Gurney & Lethbridge Cowlard, Launceston; Stogdon, Exeter. *Pet.* Jan. 29.

UTCHER, JAMES, Licensed Victualler, Three Cranes Public-house, Church-st., Hackney. Feb. 10, at 1, & Mar. 10, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Jan. 28.

CROWTHER, EDWARD (E. Crowther & Co.), Merchant, Manchester. Feb. 13 & Mar. 6, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Boote & Jellicorse, Princess-st., Manchester. *Pet.* Jan. 26.

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. Feb. 11, at 11, & Mar. 11, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* T. & W. Chater, Newcastle-upon-Tyne. *Pet.* Jan. 16.

FELL, JAMES, Wholesale Tea Dealer, Liverpool. Feb. 23 & Mar. 16, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Duke, Liverpool. *Pet.* Jan. 26.

GROOM, GEORGE, Boot and Shoe Factor, Norwich. Feb. 10, at 2.30, & Mar. 10, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Jay, 14 Bucklersbury; Jay & Pilgrim, Norwich. *Pet.* Jan. 28.

JONES, JOHN, Tailor, Preston. Feb. 16 & Mar. 2, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Bray & Gilbertson, Preston; Rowley & Son, Manchester. *Pet.* Jan. 23.

LAWRENCE, JOSEPH THOMAS, Upholsterer, 93 Shoreditch. Feb. 13 & Mar. 18, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry Chambers, Old Jewry. *Pet.* Jan. 27.

PERVANOGLU, JOHN AGOS, Merchant, 11 Union-ct., Old Broad-st. Feb. 13, at 1, & Mar. 18, at 1.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* J. & T. Gole, 49 Lime-st., City. *Pet.* Jan. 28.

PORTER, ELEANOR, Grocer, High-st., Newmarket. Feb. 13, at 12, & Mar. 20, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Richardson & Sadler, 14 Old Jewry Chambers, Old Jewry. *Pet.* Jan. 28.

WOODS, WILLIAM, Hook and Eye Manufacturer, 51 Union-st., Southwark. Feb. 10, at 1.30, & Mar. 10, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Turner & Son, 8 Mount-pl., Whitechapel-rd. *Pet.* Jan. 26.

BANKRUPTCIES ANNULLED.

TUESDAY, *Jan.* 27, 1857.

FELLINGER, HENRY ERMANNI, Flour Merchant, 52 Red Lion-st. Holborn, late of 34, Regent-sq.

FRIDAY, *Jan.* 30, 1857.

BAILEY, JOHN, Cotton Manufacturer, Oakenshaw Clayton-le-Moors, Lancaster.

MEETINGS.

TUESDAY, *Jan.* 27, 1857.

BAKER, JOHN, Scrivener, Woodlands, Blagdon, Somerset. Feb. 19, at 11; Bristol. *Com.* Hill. *Dir.*

CLARK, ROBERT, Miller, Liverpool. Feb. 19, at 11; Liverpool. *Com.* Stevenson. *Final Dir.*

CLAY, JOHN, Ale & Porter Merchant, South Shields. Feb. 20, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *First Dir.*

CLAYTON, WILLIAM, WILLIAM CLAYTON, & WILLIAM WILSON, Bankers, Langcliffe, York; Lostock, Walton-le-Dale, Lancaster; & Preston, Lancaster. Feb. 27, at 12; Manchester. *Com.* Skirrow.

DAWSON, JOHN, Tobacconist, 143, High-st., Shadwell. Feb. 18, at 12.30; Basinghall-st. *Com.* Goulburn. *Final Dir.*

ENGLISH, EDMUND, & EDMUND FRANCIS ENGLISH, Auctioneers, Bath. Feb. 26, at 11; Bristol. *Com.* Hill. *Final Dir.*

FITCH, WILLIAM, Wholesale Stationer, Upper Thames-st. Feb. 17, at 11; Basinghall-st. *Com.* Fonblanque. *Dir.*

HALDANE, JOHN, Corn Factor, Leeds. Feb. 19, at 11; Leeds. *Com.* West. *Dir.*

HEATH, EBENEZER, Leather Seller, 23 Bridge-House-pl., Newington-causeway. Feb. 17, at 11; Basinghall-st. *Com.* Fonblanque. *Dir.*

DANFORD, SAMUEL, Money Scrivener, Battersea-fields and George-yard, Lombard-st. Feb. 25, at 11; Basinghall-st. *To decide upon offer of composition of* 2*s.* 6*d.*

HARRISON, JAMES, Commission Agent, London. Feb. 17, at 2; Basinghall-st. *Com.* Fonblanque. *Dir.*

JOHNSON, RICHARD WILLIAM, Wine and Spirit Merchant, Gloucester. Feb. 26, at 11; Bristol. *Com.* Hill. *Final Dir.*

LANGLEY, DAVID, Publican, Black Horse Inn, Kingsmead-sq., Bath. Feb. 26, at 11; Bristol. *Com.* Hill. *First and final Dir.*

LEDWARD, JOHN, jun., Cotton Manufacturer, Gorton, Lancaster. Feb. 17, at 12; Manchester. *Com.* Jemmett. *Dir.*

MACKENZIE, JAMES, & STEPHEN COTTON, Machine Makers, Leeds. Feb. 19, at 11; Leeds. *Com.* West. *Dir.*

MADDREN, RICHARD JOHN, Licensed Victualler, British Museum Tavern, Great Russell-st., Bloomsbury. Feb. 17, at 11; Basinghall-st. *Com.* Evans. *Dir.*

RATCLIFFE, SARAH, BENJAMIN RATCLIFFE, & JAMES RATCLIFFE, (James Ratcliffe & Sons), Manufacturers, Boxtrees Mills, Ovenden, Halifax. Feb. 19, at 11; Leeds. *Com.* West. *Dir.*

RICHARDSON, JOHN, Stationer, Whitby, York. Feb. 19, at 11; Leeds. *Com.* West. *Dir.*

ROBSON, WILLIAM JAMES, Antimony Smelter, Bowling-green-mews, Kennington-oval. Feb. 17, at 11; Basinghall-st. *Com.* Evans. *Dir.*

RUSSELL, WILLIAM, Tailor, Coventry. Feb. 20, at 11.30; Birmingham. *Com.* Balguy. *Dir.*

SYMES, JAMES, EDWARD BARNARD SYMES, & REUBEN RAPER, Electro Platers, 422 Strand. Feb. 17, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

WARMSHAW, JAMES, Monkwearmouth Iron Works, Monkwearmouth, Sunderland. Feb. 11, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. *Last Ex.*

WARD, FREDERICK HEIGHINGTON, Tallow Chandler, 19 High-st., Whitechapel. Feb. 12, at 1; Basinghall-st. *Com.* Evans. *Last Ex.*

WOOLDRIDGE, SARAH, Butcher, High-st., Winchester. Feb. 17, at 2 Basinghall-st. *Com.* Fonblanque. *Dir.*

FRIDAY, *Jan.* 30, 1857.

BARROW, THOMAS, Innkeeper, Ashton-under-Lyne. Feb. 26, at 1; Manchester. *Com.* Skirrow. *Fur. Dir.*

ELLIOTT, NATHANIEL, Cigar Dealer, 4 Old Millgate-chambers, Manchester. Feb. 12, at 1; Manchester. *Com.* Skirrow. *Last Ex.*

ETEL, JOHN, Grocer, Sheffield. Feb. 21, at 10; Sheffield. *Com.* West. *Dir.*

GOLDSMITH, LIONEL (Goldsmith, Bros.), Merchant, 2 Queen-st., Cheapside. Feb. 21, at 11; Basinghall-st. *Com.* Goulburn. *Final Dir.*

HARTZ, WILLIAM, (Hartz & Co.), also trading in copartnership with Chas. Crews, and lately with Henry George Gray (Crews & Co.), Merchant, Fenchurch-st. Feb. 21, at 12; Basinghall-st. *Com.* Goulburn. *Dir.*

HAYNE, BENJAMIN, & CHARLES HAYNE, Carpenters, Upper Whitecross-st., and 115 Aldersgate-st. Feb. 20, at 1.30; Basinghall-st. *Com.* Fane. *Dir.* Joint est., and *Final div.* Sept. est. of B. Hayne.

HOLMES, BENJAMIN, & CHARLES JOHN MORRIS LEWIS, Boot and Shoe Maker, Birmingham. Feb. 21, at 11.30; Birmingham. *Com.* Balguy. *Dir.*

HOOPER, CHARLES SAXON, & RALPH ADDISON (Hooper, Addison, & Co.), Merchants, 23 Lawrence Pountney-lane. Feb. 23, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

HOWITT, THOMAS, Licensed Victualler, Sheffield. Feb. 21, at 10; Sheffield. *Com.* West. *Dir.*

MAUDE, JAMES WORTHINGTON (Covington & Co.), Lighterman, Nicholas-la., Lombard-st.; Commercial-rd., Limehouse; and Wharf-rd., City-rd. Feb. 23, at 11.30; Basinghall-st. *Com.* Goulbourn. *Fin. Dir.*

STANIFORTH WILLIAM THOMAS, Cutlery Manufacturer, Sheffield. Feb. 21, at 10; Sheffield. *Com.* West. *Dir.*

STEELE, RICHARD COWPER, Merchant, 166 Fenchurch-st. Feb. 10, at 1.30; Basinghall-st. *Com.* Fonblanque. *Last Exam.*

TOMKINSON, THOMAS, Wood Turner, Salford. Feb. 23, at 12; Manchester. *Com.* Jemmett. *Fin. Dir.*

UNWIN, GEORGE, Scale Presser, Sheffield. Feb. 21, at 10; Sheffield. *Com.* West. *Dir.*

WATSON, THOMAS, Currier, Carlisle. Feb. 24, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Fur. & Fin. Div.*

WIKMAN, NILS WILHELM, Ship Chandler, 103 Minories. Feb. 21, at 11.30; Basinghall-st. *Com.* Goulbourn. *Dir.*

DIVIDENDS.

TUESDAY, *Jan.* 27, 1857.

AMSINCK, GEORGE STEWART, Brewer, Standard Brewery, 8 Frederick-st., Hampstead-rd. First, 1*s.* 10½*d.*, on new proofs. *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 12.

BRIGDEN, FRANCIS, Saddler, Arundel. First, 6*s.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 12.

CHADWICK, WILLIAM. First, 1½*d.* *Morgan*, 10 Cook-st., Liverpool, any Wednesday, 11 & 2.

DAINTRY, JOHN SMITH, & JOHN RYLE, Bankers, Manchester. Fifth, 2*d.* *Pott*, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.

EDWARDES, JOHN, Wine Merchant, Wolverhampton. First, 4*s.* 6*d.* *Bittleston*, 29 Waterloo-st., Birmingham, Jan. 22, or any subsequent alternate Thursday, 11 & 2.

FERGUSON, THOMAS GILLESPIE, HENRY TAYLOR, & GEORGE FREDERICK MANDLEY, Commission Merchants, Manchester. Second, 11½*d.* on joint est.; and 8*s.* 7½*d.* on sep. est., of T. G. Ferguson. *Pott*, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.

HALL, PETER, Small Ware Manufacturer, Manchester. First, 4*s.* 11¾*d.* *Pott*, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.

SMITH, JOHN AUGUSTUS GUSTAVUS, Dealer in Household Goods, Chorlton-on-Medlock, Manchester. First, 1¾*d.* *Pott*, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.

WHITE, JOHN PETER, Merchant, 24 Mark-lane. First, 2½*d.* on new proofs. *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 12.

WILLIAMS, GEORGE, Paper Dealer, Wolverhampton. 1*s.* 9*d.* *Whitmor* 19 Temple-st., Birmingham, any Friday, 11 & 3.

FRIDAY, *Jan.* 30, 1857.

BENTLEY, JANE MARY, Grocer, Dudley, Worcester. Second, 11*d.* *Whitmore*, 19, Upper Temple-st., Birmingham, any Friday, 11 & 3.

BLYTH, EDWIN VERDON, & WILLIAM HENRY GODDARD, Merchants, Birmingham. First, 1*s.* 2¾*d.*, sep. est. of Blyth. *Christie*, 37, Waterloo-st., Birmingham, any Thursday, 11 & 3.

COWELL, GEORGE, Innkeeper, Durham. First, 2*s.* 2*d.* *Baker*, Newcastle-upon-Tyne, any Saturday, 10 & 3.

CRATHORNE, WILLIAM, Grocer, Bishopwearmouth. First, 8*d.* on new proofs (being in part of dividend previously declared of 4*s.* 6*d.*) on debts proved July 4.) *Baker*, Newcastle-upon-Tyne, any Saturday, 10 & 3.

NEWSOME, JOHN, Woollen Manufacturer, Dewsbury. Second, 5½*d.* *Hope*, 5, Park-row, Leeds, any Friday, 11 & 1.

PUNSHON, THOMAS, Builder, Durham. First, 1*d.* *Baker*, Newcastle-upon-Tyne, any Saturday, 10 & 3.

RICHARDSON, JOHN (Richardson & Gould), Tailor, 11 Trinity-st., Cambridge. First, 1*s.* 1½*d.* *Nicholson*, 24, Basinghall-st., any Tuesday, 11 & 2.

TAVENER, WILLIAM, Dust Contractor, Clifton-rd., Abbey-rd., St. John's-wood. First, 1*s.* 1½*d.* *Nicholson*, 24, Basinghall-st., any Tuesday, 11 & 2.

VENABLES, CHARLES, Jun., Paper Manufacturer, Soho & Princes Paper Works, Clifton Taplow, Bucks. First, 2*s.* *Nicholson*, 24, Basinghall-st., any Tuesday, 11 & 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Jan* 27, 1857.

BALE, THOMAS, Builder, Kidderminster. Feb. 26, at 10. Birmingham.

BARNET, MORRIS (Barnett & Co.), Jeweller, 5, Goldsmid's-pl., Ramsgate. Feb. 18, at 12. Basinghall-st.

BERRY, RICHARD, Innkeeper, Ormskirk. Feb. 19, at 11. Liverpool.

HUNT, FREDERIC TREEN, Warehouseman, 72 Watling-st. Feb. 19, at 12.30. Basinghall-st.

LOHE, CHARLES VAN, Woollen Warehouseman, 6, Bread-st. Feb. 20, at 11. Basinghall-st.

PEARSON, CHARLES, Shipowner, 22 Park-st., Camberwell, & 46 Lime-st. Feb. 17, at 11.30. Basinghall-st.

REID, JAMES, Tailor, Liverpool. Feb. 19, at 11. Liverpool.

SCOTT, ABRAHAM, Ironmonger, Manchester. Feb. 18, at 12. Manchester

FRIDAY. *Jan.* 30, 1857.

BOWDEN, JOHN, Brewer & Licensed Victualler, 10 Victoria-grove, Brompton. late of Holywood Brewery, Brompton, & York Hotel, Pellen's-row, Islington. Feb. 20, at 12; Basinghall-st.

CLAY, JOHN, Ale & Porter Merchant, South Shields. Feb. 20, at 11.30; Newcastle-upon-Tyne.

JOHNSTON ROBERT, & JAMES JERRAM PRATT (Johnston, Pratt, & Co.), Merchants, 12 Billiter-sq. On the application of James Jerram Pratt. Feb. 20, at 11.30; Basinghall-st.

JONES, JOHN, Draper, Aberystwith. Mar. 10, at 11; Bristol.

PHILLIPS, WILLIAM, Currier, Norwich. Feb. 20, at 12; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Jan.* 27, 1857.

BRETZ, JOHN, Licensed Victualler, Tower Shades, Trinity-sq., Tower-hill. Jan. 20. 2nd Class.

BUXTON, JAMES, Cotton Spinner, Leavengreave, Spotland, Lancaster. Jan. 19, 2nd Class.

DELORME, LOUIS, Merchant, 17, Broad-st.-bldgs. Jan. 21, 3rd Class.

EDWARDS, MORTON ANDREW, Figure Manufacturer, 91 & 92 Dean-st., Soho. Jan. 20. 2nd Class.

HARRISON, JAMES, Coffee and Chop-house-keeper, Southport, Lancaster. Jan. 20, 2nd Class.

HINMAN, WILLIAM, Licensed Victualler, 44 Lamb's Conduit-st., Theobald's-rd. Jan. 21, 2nd Class.

INGHAM, ROBERT (Ingham & Ashworth), Cotton Manufacturer, Hamer Bottoms, Rochdale, Lancaster. Jan. 17. 3rd Class.

POPPLEWELL, MATTHEW JAMES (Popplewell, Goff, & Co.), Merchant, 13 Clement's-lane. Jan. 20, 2nd Class.

WILKINS, CHARLES, & WILLIAM WILKINS, Builders, Chipping Lambourne, Berks. Jan. 20, 2nd Class.

FRIDAY, *Jan.* 30, 1857.

BLAKE, EDWARD (Blake, Davy & Co.), Clay Merchant, Kingskerswell, Devon. Jan. 22, 1st Class.

BOURNE, JOHN, & THOMAS ROWSON, Silk Manufacturers, Macclesfield. Jan. 23, 3rd Class.

BRETT, BENJAMIN, Boot and Shoe Manufacturer, 101 St. George-st., Ratcliff-highway, and 138 High-st., Poplar. Jan. 23, 2nd Class.

CASTRIQUE, LOUIS, Merchant, 3 Philpot-la. Jan. 23, 2nd Class.

DENT, WILLIAM, Lead Merchant, 21 Newcastle-st., Strand. Jan. 24, 2nd Class.

MERTENS, GUSTAVUS HENRY ADOLPHUS, & THOMAS JOHNSON, Dyers, Apperley-bridge, Bradford, York. Jan. 23, 2nd Class to G. H. A. Mertens.

MERTENS, HENRY, & JOHN SUTCLIFFE, Dyers, Apperley-bridge, York. Jan. 23, 2nd Class to H. Mertens.

POOLE, CHARLES, Livery-stable-keeper, 22 Waterloo-st., Brighton. Jan. 24, 1st Class.

SAUL, ROBERT, & THOMAS KIRBY, Joiners and Builders, Preston. Jan. 23, 2nd Class to R. Saul.

TANNER, JOHN, Common Carrier, Chippenham, Wilts, & Bath. Jan. 27, 2nd Class.

TURNER, WILLIAM, Builder, 22 Finsbury-st. Jan. 23, 3rd Class.

WREFORD, ROBERT, Attorney, Exeter. Jan. 22, 2nd Class; to be suspended for 3 mos.

Insolvents.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *Jan.* 27, 1857.

BARNWELL, JOHN, Ribbon Weaver, 7 Days-lane, Hill-fields, Coventry. Feb. 16, at 12; Coventry.

BEET, JOHN, Labourer, Church-st., Nuneaton, Warwickshire. Feb. 19, at 10; Nuneaton.

BELL, JAMES, Innkeeper, Great Wakering, Essex. Feb. 18, at 12; Rochford.

BENNETT, ZIBA, Butcher, Bridgwater, Somerset. Feb. 6, at 9.30; Bridgwater.

BOYLE, HENRY, Beerseller, New Market House Inn, Pig Market, Taunton. Feb. 10, at 10; Taunton.

BRACEY, JOHN WILLIAM, out of business, Ripton-upon-Dunsmore, Warwick. Feb. 12, at 10; Rugby.

BROWN, GEORGE, out of business, Chilton-super-Polden, Somerset. Feb. 6, at 9.30; Bridgwater.

BROWN, PETER, Watch Escapement Maker, Little Heath, Foleshill, Warwickshire. Feb. 16, at 12; Coventry.

COOPER, WILLIAM, Dealer in Fruit, Exeter-st., West Hartlepool, Durham. Feb. 9. at 11; Hartlepool.

DAVISON, JOHN, Blacksmith, Cornforth, Durham. Feb. 10, at 10; Stockton.

GREENWOOD, JOHN, Cattle Jobber, Popplewell in Warley, Halifax. Feb. 13, at 10; Halifax.

HALLUM, JOHN, Journeyman Butcher, Spaniel-row, Nottingham. Feb. 10, at 10; Nottingham.

HANDLEY, JOHN, Servant or Waiter, Parliament-st., Nottingham. Feb. 10, at 10; Nottingham.

HANSON, GEORGE, Dyer, Kirkheaton, York. Feb. 26, at 10.30; Huddersfield.

HIGGITT, GEORGE, Baker, 4 House, 16 Court, Little Park-st., Coventry. Feb. 16, at 12; Coventry.

JONES, WILLIAM JOHN (Jones & Co.), Dyer, Sudbury and Bury St. Edmunds. Feb. 17, at 12; Sudbury.

LEES, JOHN, Tailor, 12 Wharf-st., Sowerby-bridge, Halifax. Feb. 13, at 10; Halifax.

MADEN, ABRAHAM, Barber, Bridge-st., Heywood in Heap, Lancaster. Feb. 18, at 11; Bury.

MITCHELL, GEORGE, Commission Agent, Upper Bell-hall, Skircoat, Halifax. Feb. 13, at 10; Halifax.

PEARSON, WILLIAM, Greengrocer, Parker's-row, Windmill-st., New Radford, near Nottingham. Feb. 10, at 10; Nottingham.

PERKINS, JOSEPH, Cabinet Maker, 28 Cotton-st., Leicester. Feb. 18, at 10; Leicester.

PITTARD, HARBIN ARNOLD, out of business, New Bear Inn, Longsmith-st., Gloucester. Feb. 12, at 10; Gloucester.

RAWSON, SAMUEL, Licensed Victualler, Skegby, Nottingham. Feb. 9, at 12; Mansfield.

RUTTER, BARNABAS, Common Brewer, William-st., Middlesbro', York. Feb. 10, at 10; Stockton.

SCOTT, WILLIAM SMITH, Grocer, Berwick-upon-Tweed. Feb. 25, at 11; Berwick.

SHAW, GEORGE, Grocer, Alrewas, Stafford. Feb. 3, at 10; Lichfield.

SMITH, FREDERICK, out of business, Red Lion-st., Nottingham. Feb. 10, at 10; Nottingham.

STEAD, HENRY, Joiner and Builder, Carlton-rd., Sneinton, Nottingham. Feb. 10, at 10; Nottingham.

STEVENSON, ARCHIBALD, Travelling Draper, 2 Clarence-st., Humberstonegate, Leicester. Feb. 18, at 10; Leicester.

TIDSWELL, THOMAS, Linendraper, Low-town, Pudsey, Bradford, York. Feb. 13, at 10; Halifax.

WARTNABY, JOHN, Cabinetmaker, Sharrad-st., Melton Mowbray. Feb. 12, at 12; Melton Mowbray.

WORNER, ROWLAND, Labourer, Martock, Somerset. Feb. 14, at 10; Yeovil.

FRIDAY, *Jan.* 30, 1857.

ABBOTT, HENRY, out of employ, Loscoe, Derby. Feb. 19, at 11; Belper.

ASTON, JOHN, Newspaper Agent, 124 Steelhouse-lane, Birmingham. Feb. 13, at 10; Birmingham.

BARTLETT, THOMAS BENJAMIN, Grocer, Ewhurst, Sussex. Feb. 16, at 11; Hastings.

COWX, JAMES, Provision Dealer, Dean, Cumberland. Feb. 12, at 10; Carlisle.

DIXON, THOMAS, Shoemaker, Hopwas, Tamworth. Feb. 17, at 11; Tamworth.

EDWARDS, JAMES, Butcher, Tregare, Monmouth. Feb. 20, at 11; Monmouth.

EDWARDS, JOHN, Labourer, Cwmsychan. Glamorgansh. Feb. 12, at 12; Pontypool.

GIBBONS, HENRY, Journeyman Potter. Feb. 23, at 12; Chesterfield.

GRANT, Rev. WILLIAM, Clerk, New-st., Wem. Salop. Feb. 23, at 12; Wem.

GRIFFITHS, JOHN, Innkeeper, Llanidloes, Montgomery. Feb. 17, at 11; Llanidloes.

INETT, WILLIAM (otherwise William Hinit), Baker, Blackwell-st., Kidderminster. Feb. 18, at 10; Kidderminster.

JENKINS, JOHN, Master Mariner, 2 Alma-villas, Dover-st., Folkestone. Feb. 9, at 10; Folkestone.

JONES, ISAAC, Tailor, 26 Cregoe-st., Birmingham. Feb. 13, at 10; Birmingham.

MARSON, CHARLES, Greengrocer, 94 Great Barr-st., Aston, Birmingham. Feb. 13, at 10; Birmingham.

MIDDLETON, ROBERT, Miner, Smalldale, Hope, Derby. Feb. 12, at 11; Bakewell.

MORLEY, JOSEPH, Publican, Fenny Bentley, Derby. Feb. 10, at 11; Ashborne.

O'HANLAN, JAMES, Teacher of Basket Making in the Catholic Asylum for the Blind, 2 Childwall-st., Liverpool. Feb. 3, at 12; Liverpool.

PARR, JOHN, Tailor, 70, Gooch-st., Birmingham. Feb. 13, at 10; Birmingham.

PEDDLE, JOSEPH, no occupation, Somerton, Somersetsh. Feb. 13, at 11; Langport.

PLEACE, JAMES HENRY, Journeyman Carpenter, 1 Hill-grove-st., Stokes Croft, Bristol. Feb. 18, at 10.30; Bristol.

ROLF, THOMAS, General-shop keeper, Sanden, Essex. Feb. 21, at 12; Chelmsford.

SHRUBSALL, JAMES, Mariner, Victoria-pl., Sittingbourne. Feb. 14, at 10; Sittingbourne.

SLACK, JAMES CLAYTON, Beer-house Keeper, Traveller's Rest, Froggatt's-yard, Chesterfield. Feb. 23, at 12; Chesterfield.

SPINK, JOHN, Carpenter, Fornham, All Saints, Suffolk. Feb. 14, at 10; Bury Saint Edmunds.

TURNER, WILLIAM, Innkeeper, Eckington, Derby. Feb. 23, at 12; Chesterfield.

WALLACE, JOHN, Coal Dealer, Garrison-la., Birmingham. Feb. 13, at 10; Birmingham.

WEELANDS, ISABELLA, Milliner, 2 Old Elvet, Durham. Feb. 16, at 10; Durham.

WILKINSON, ROBERT, Soap and Candle Maker, Upper Frederick-st., Liverpool. Feb. 3, at 12; Liverpool.

WOODCOCK, JAMES, Journeyman Pearl Button Maker. Feb. 13, at 10; Birmingham.

MEETINGS.

TUESDAY, *Jan.* 27, 1857.

DANIEL, EDWIN, Surgeon, Stone, Stafford. Feb. 10, at 10; Stone. *Dir.*

WEAVER, HENRY, sen., Builder, 3 Worrell-st., Kingsholm, Gloucester. Feb. 11, at 12; at office of Lovegrove, Sol., Barton-st., Gloucester, as to sale of insolvent's real estate at Kingsholm.

JONES, WILLIAM, 1, Park-rd., New Peckham. At Messrs. Venning, Naylor & Robins, 9, Tokenhouse-yard, Feb. 13, at 10; to consider whether a suit in equity should be commenced by the assignee.

Assignments for Benefit of Creditors.

TUESDAY, *Jan.* 27, 1857.

BARGERY, THOMAS, Hair Dresser, 140 High-st., Southampton. Jan. 10. *Trustees*, W. Cave, Toy Warehouseman, 26 Rathbone-pl., Oxford-st.; J. T. Olney, Hosier, 54 Watling-st. *Sols.* Futvoye, Sawtell, & Lightfoot, 23 John-st., Bedford-row.

BLAKELEY, JOSEPH, Commission Agent, Kingston-upon-Hull. Jan. 8. *Trustee*, J. J. Botheroyd, Accountant, Rutland-ter., Beverley-rd. *Sols.* England & Saxelbye, Quay-st.-chambers, Kingston-upon-Hull.

ELLISON, WILLIAM, Bookbinder, Boy-court, Ludgate-hill. Jan. 19. *Trustees*, J. Spicer, Wholesale Stationer, Bridge-st., Blackfriars; E. Law, Cloth Merchant, Monkwell-st. *Sol.* Walters, 36 Basinghall-st.

FINIGAN, JOHN, jun., Manufacturer, 31 Noble-st. Jan. 23. *Trustees*, M. G. Garner, Manufacturer, 7 Wood-st., Cheapside; G. Soley, Manufacturer, 6 Tichett's-ct., Noble-st. *Sol.* Colombine, Basinghall-chambers. Indenture lies at Garner's, 7 Wood-st., Cheapside.

HICKMAN, HENRY, Timber Merchant, Gospel-end, Sedgley, Stafford. Jan. 12. *Trustee*, J. Whitehouse, Licensed Victualler, Tipton, Stafford. *Sol.* Lowe, Dudley.

KINDRED, FREDERIC, Merchant, Framlingham, Suffolk. Jan. 13. *Trustees*, J. Hart, Bank Agent, Framlingham; W. Reeve, Farmer, Worlingworth. *Sol.* Shafto, Framlingham. Indentnre lies at Gurneys & Co., Framlingham.

NORTH, JOHN, Brewer, John-st., Tottenham-ct.-rd. Dec. 31. *Trustees*, F. J. Corder, Maltster, Greenwich. *Sol.* Sole, 68 Aldermanbury.

PILCHER, CHARLES SIMMONDS, Farmer, Freizingham, Rolvenden, Kent. Dec. 30. *Trustees*, J. Beale, Farmer, Biddenden; G. W. Beck, Farmer, Wittersham. *Sols.* Neve, Wilson, & Farrar, Cranbrook.

SMITH, JOHN, Grocer, Colchester. Jan. 22. *Trustees*, T. Moore, Grocer; R. Rust, Draper, Colchester. *Sols.* Barnes & Neck, North-hill, Colchester.

FRIDAY, *Jan.* 30, 1857.

CHURCHETT, JAMES, Draper, Duke-st., Bloomsbury, late of Hatton-garden. Jan. 7. *Trustees*, B. Smith, Warehouseman, St. Martin's-le-Grand; J. Millar, Esq. City Gas Company's Works, Salisbury-sq., *Sol.* Mardon, 99 Newgate-st.

CUTHBERT, SIDNEY, Miller, Ashburnham, Sussex. Jan. 17. *Trustees*, G. Lemmon, Grocer, Ashburnham; J. Cuthbert, Victualler, Hove, Sussex. Indenture lies with Lemmon.

DALZIEL, SAMSON MILLS, Innkeeper, Monkwearmouth Shore, Durham. Jan. 16. *Trustees*, R. Attree Johnson, Spirit Merchant, Bishopwearmouth; J. Allison, Common Brewer, Monkwearmouth Shore. *Sol.* Abbs, Monkwearmouth Shore.

EDWARDS, JOHN, Grocer, Northiam, Sussex. Jan. 21. *Trustees*, C. Arkcoll, Grocer, Maidstone; E. Kenward, Draper, Battel. Indenture lies with Kenward.

LLOYD, CHARLES, Tailor, Tipton, Staffordsh. Jan. 27. *Trustees*, G. Tomlinson, Linendraper, Birmingham; B. Oakley, jun., Engineer, Walbrook, Sedgley, Staffordsh. *Sol.* Lowe, Dudley.

STRONG, ROBERT, Flour Merchant, Cardiff, Glamorgan. Jan. 20. *Trustees*, G. Coleman, Miller, Llandaff, Glamorgan; J. S. Wate, Miller, Washford, Old Cleeve, Somerset; W. J. Gaskell, Merchant, Cardiff; J. L. Hadley, Merchant, Gloucester. *Sol.* Waldron, Church-st., Cardiff.

Partnerships Dissolved.

TUESDAY, *Jan.* 27, 1857.

BISHOP, JOHN, ROBERT BISHOP, & GEORGE BISHOP, Farmers, Burton, Dassett, and Lighthorne, Warwick. Dec. 27.

CHRISTMAS CHARLES, & WILLIAM LOVELL, 40 Snow-hill. Debts received and paid by Lovell. Dec. 31.

DALRYMPLE, JOHN, & JAMES DALRYMPLE (John & James Dalrymple), Drapers, Canal-st., Congleton, Chester. Debts received and paid by John Dalrymple. Jan 22.

DICKINSON BENJAMIN, & JOHN PLATTS, Cloth Finishers, Clough-house Mills, Huddersfield. Debts received and paid by Dickinson. Jan. 23.

ELMENHORST, THEODOR HEINRICH, & FRIEDRICH DIEDRICH WARNHOLTZ (Th. H. Elmenhorst & Co.), Merchants, Mark-lane; and at Altona (Elmenhorst, Bros.); as respects the firm of Th. H. Elmenhorst & Co. Debts received and paid by Elmenhorst & Warnholtz.

HART, GEORGE JAMES & GEORGE HENRY RUSSELL, Linendrapers, York. Jan. 21.

HOADLEY, THOMAS, & BENJAMIN PRIDIE, Merchants, Halifax. Jan. 24.

JAMES, HENRY, & JOHN EDGCUMBE JAMES (Henry James & Son), Coal Merchants, New-cross, Surrey, and Forest-hill, Kent. Debts received and paid by Henry James. Jan. 23.

LESLIE, JOSEPH, & THOMAS JAMES LESLIE (Leslie, Bros.), Comb Factors, Trippet-lane, Sheffield. Jan. 22.

MARSDEN, SAMUEL, JOHN WILD, & THOMAS GEE (Samuel Marsden & Co.), Cotton Spinners, Bank Mill, New Radcliffe-st., Oldham. Debts received and paid by Wild & Gee. Jan. 22.

MARZETTI J. G., AUG. C. MARZETTI, & CHARLES T. MARZETTI (J. G. Marzetti & Sons), Wine Merchants, Vine-st., Minories, and North-st., Back-church-lane, Whitechapel. Jan. 23.

NATLOR, WILLIAM, & EDWARD CLARK SMITH, Wholesale Cheesemongers, 52 Half Moon-st., Bishopsgate-st. Debts received and paid by Clark. Jan. 26.

THORP, ISAAC, & WILLIAM THORP, Warehousemen, Manchester. Debts received and paid by W. Thorp. Jan. 1.

TRAIN, ENOCH, FREDERICK WILLIAM THAYER, JOHN ALFRED MARSH, & GEORGE WARREN, Bankers, Liverpool. Dec. 31.

TUCKER, FREDERICK HOSKEN, & BENJAMIN WEBSTER, Surgeons, Halifax. Jan. 6.

YOUNG, JOSEPH, THOMAS BLACKBURN, JOHN BURRELL, & GEORGE SHERWOOD (Young & Co.), Joiners and Builders, Leeds; as regards G. Sherwood. Jan. 23.

FRIDAY, *Jan.* 30, 1857.

ASHFORTH, JOSEPH, & NICHOLAS ROBERT HOLMAN (Ashforth, Holman, & Co.), Steel and File Manufacturers, Sheffield. Debts received and paid by Ashforth. Jan. 19.

BALES, ROBERT GREEN, & THOMAS BRADLEY SLATER, Ship Bread Bakers, Liverpool. Debts received and paid by Bales. Jan. 23.

BEDFORD, ROBERT, & THOMAS RAND. Jan. 17.

BENNETT, WILLIAM, & WILLIAM STEWARD BENNETT (Bennett & Son), Farmers, Cambridge. Jan. 24.

FERROW, WILLIAM, & WILLIAM FREER, Proprietors of the Duddeston Hall Private Lunatic Asylum, Aston-juxta-Birmingham. Jan. 28.

BURTON, CHARLES, CHARLES MAY BURTON, & HENRY MAY BURTON (C. Burton & Sons), Wholesale Grocers, Ipswich; as respects C. Burton. Jan. 1.

CARPENTER, DANIEL, & RICHARD SCOONES (R. Scoones & Co.), Boot and Shoe Makers, 1 Little Tower-st. Debts received and paid by Carpenter. Dec. 31.

CARTER, HENRY FREELAND, & THOMAS FULLER, Surgeons, Brighton and Shoreham. Mar. 24, 1854.

CORNES, JOHN, 5 Grantham-pl., Coburg-rd., & THOMAS MOSLIN, 8 Coburg-pl., Old Kent-rd. (J. Cornes & Co.), Engineers. Jan. 28.

CORNOCK WILLIAM, & THOMAS BRUCE CORNOCK (Cornock & Son), Teazle Dealers, Leeds. Debts received and paid by Thomas Bruce Cornock. Jan. 21.

CRANKSHAW THOMAS, & HENRY M'CAVE, Power Loom Cloth Manufacturers, Livesay, Lancaster. Debts received and paid by M'Cave. Jan. 28.

CUTLER, FRANK, JOHN MACLEAN LEE, & FREDERICK FRANK EGERTON CUTLER, Wine Merchants, Hungerford-st., Westminster, & Bombay. As regards J. Maclean Lee.

DANIELS WILLIAM, & JOSEPH HAMMOND, Coal & Ironstone Masters, Redstreet Colliery, Audley, Staffordshire. Jan. 26.

DAVIDSON JAMES, & FRED. W. HÖNISCHER (Davidson & Co.), Merchants, 2 Walbrook, & 15 Angel-ct., Throgmorton-st. As regards F. W Hönischer. Dec. 31.

DAWSON, JOSEPH, & GEORGE HOLMES, Brick Manufacturers, Belgrave, Leicestershire, & Leicester. Debts received and paid by Holford & Jones, Accountants, Milstone-la., Leicester. Jan. 23.

FULLER, JOHN THOMAS BLACKMORE, & GEORGE TODHUNTER, (Todhunter & Co.), Leather Commission Agents, 9 New Leather-market, Bermondsey; as regards T. Fuller. Business carried on under firm of Todhunter & Co., by whom debts received and paid. Dec. 31.

GOODWIN THOMAS, THOMAS HOLT, & CHARLES BULLOCK (Goodwin & Bullock), Manufacturers of China, Furnace-rd., Longton, Staffordshire. Jan. 28.

HENDEWORK, ROBERT, & FREDERICK GUSTAVUS JANKOWSKI, Brokers, (R. Hendework & Co.) Liverpool and Gloucester. Gloucester accounts settled with Hendework; Liverpool accounts with Jankowski. Jan. 24.

LATHAM, RICHARD, & WILLIAM HIND SMITH (R. Latham & Co.), Fruit Dealers, Liverpool. Debts received and paid by Latham. Jan. 3.

MARQUIS, THOMAS, HENRY MARQUIS, & DAVID MARQUIS (Thos Marquis & Bros.) Cotton Spinners, Highbrake Hill, Hunecat. Debts received and paid by T. Marquis. Jan. 7.

MARTIN, WILLIAM, & MARY ANN PRITCHARD (trustee of late J. Pritchard, deceased), Goldsmiths, Regent-pl., Birmingham. Nov. 30.

MATHEWS, WILLIAM, & CHARLES WOODCOCK, sen., Coalmasters, Brockmoor, Kingswinford, Staffordshire. Debts received and paid by Woodcock. Jan. 27.

MELLOR, WILLIAM, JOHN MELLOR, & THOMAS MELLOR (Wm. Mellor & Sons), Stone Merchants, Hollingford, Checkley, Staffordshire. Jan. 23.

MEVES, LOUIS, & CHARLES FAESSLER (L. Meves & Co.), Embossers of Velvets, Silks, &c., 4 Bow-lane. Jan. 29.

MOSELEY, RICHARD, & THOMAS KING (Hawkes & Co.) Army Accoutrement Makers, 14 Piccadilly. Sep. 28. 1856.

PREWETT, FREDERICK THOMAS, & ALFRED THOMAS JOHNSON, Tailors, High-st., Manningtree, Essex. Jan. 26.

RAVEN, WILLIAM, & JOSEPH RAVEN, Wholesale Stationers, 46 Fish-st.-hill. Debts received and paid by Raven. Jan. 23.

TAYLOR, JOSEPH, sen., & JOHN TAYLOR (Taylor, Brothers). Saw Manufacturers, Sheffield. Debts received and paid by J. Taylor, sen., & J. Taylor, jun., by whom business is carried on. Jan. 27.

WARD, JOHN CHARLES, & ROBERT ANDERSON, Agents for Henri's Arabian Horse and Cattle Feed, 51 South John-st., Liverpool. Jan. 21.

WOOD, C. J., & JOHN TUNALEY, Smallware Manufacturers, Miller-st., Manchester. Debts received and paid by Tunaley. Jan. 26.

Creditors under Estates in Chancery.

TUESDAY, *Jan* 27, 1857.

ADAMS, ELIENA, (who died in Jan., 1856), Spinster, Braunston, Northampton. Creditors and incumbrancers to come in on or before Mar. 6, at V. C. Stuart's Chambers.

BALLY, WILLIAM (who died in Dec. 1848), Gentleman, Sion-hill, Walcot, Bath. Creditors to come in on or before Feb. 18, at V. C. Wood's Chambers.

BARNES, WILLIAM STEELE (who died in Mar., 1850), Maltster, Coventry. Creditors to come in on or before Feb. 20, at Master of the Rolls' Chambers.

BOSHER, CATHERINE (who died in Nov. 1856), late of 8 Morden-ter., Lewisham-rd., Greenwich. Creditors to come in on or before Feb. 28, at Master of the Rolls' Chambers.

ELRINGTON, REBECCA MARIA (who died in Mar., 1855), daughter of Thomas Elrington, late of Low-hill, White Ladies, Aston, Worcester. Grandchildren of Thomas Elrington, living at her death, or their legal personal representatives, to come in on or before July 27, at V. C. Kindersley's Chambers.

EVANS, WILLIAM (who died in Sept., 1851), Surgeon, Stourbridge, Worcester. Creditors to come in on or before Feb. 14, at V. C. Wood's Chambers.

GREENWELL, GEORGE (who died in April, 1855), Gentleman, 15 Edward-st., Newcastle-upon-Tyne. Creditors to come in on or before Feb. 14, at V. C. Wood's Chambers.

STEVENS, ELIZA, if living, or, if dead, any lawful child or children living at her decease, to come in on or before Feb. 18, at V. C. Stuart's Chambers.

TURNER, WILLIAM (who died in Aug. 1854), Fruiterer, Berwick-st., Soho. Creditors to come in on or before Feb. 16, at V. C. Kindersley's Chambers.

WHITEMAN, AMBROSE (who died in April, 1826), late of Feltwell, Norfolk. Creditors to come in on or before Feb. 17, at Master of the Rolls' Chambers.

FRIDAY, *Jan.* 30, 1857.

BAYLIS, HENRY FRANCIS (who died in June, 1856), Printing Ink Manufacturer, Old Montague-st., Whitechapel. Creditors to come in on or before Feb. 19, at V. C. Wood's Chambers.

DAVID, EVAN (who died in April, 1855), Labourer, Pontypridd, Glamorgan. Creditors to come in on or before Mar. 2, at Master of the Rolls' Chambers.

DUNHAM, THOMAS BARTHOLMEW (who died on Mar. 4, 1852), Farmer, Yarborough. Creditors to come in on or before Mar. 5, at Master of the Rolls' Chambers.

GRAND, PETER LE (who died in Sept., 1856), Gent., Green-lane, Royal-hill, Greenwich. Creditors to come in on or before Mar. 13, at V. C. Kindersley's Chambers.

GRANT, WILLIAM GORDAN M'GREGOR (who died in Sept. 1849), Planter, St. Vincent, West Indies. Creditors to come in on or before May 8, at V. C. Wood's Chambers.

PEARETH, WILLIAM (who died in Sept., 1849), Sandgate, Kent. Creditors to come in on or before Mar. 10, at V. C. Wood's Chambers.

WALTON, CHARLES (partner in firm of C. Walton & Sons, 17, Gracechurch-st., who died in April, 1856). Creditors to come in on or before Feb. 26, at Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Jan.* 27, 1857.

LONDON AND PENZANCE SERPENTINE COMPANY.—V. C. Wood will, on Feb. 5, at 12, at his Chambers, settle the list of contributories.

SAXON LIFE ASSURANCE SOCIETY.—Feb. 6, at 12, appointment of Off. Man. at V. C. Wood's Chambers. Creditors to come in and prove their debts at ditto.

UNIVERSAL SALVAGE COMPANY.—Master Richards will, on Feb. 3, at 12, at his Chambers, make a call of £6 7s. per share.

FRIDAY, *Jan.* 30, 1857.

BODMIN UNITED MINES COMPANY.—The Master of the Rolls has peremptorily ordered a call of £2 1s. per share to be made on all the contributories of this company, including calls of £1 11s. per share made by the company, to be paid on Feb. 21, at 12, to W. Turquand, Off. Man., 13, Old Jewry-chambers.

PROTESTANT LIFE & FIRE INSURANCE ASSOCIATION—V. C. Kindersley has peremptorily ordered a call of £4 10s. per share. The balance (if any) to be paid on Feb. 11, at 11, at 9 Bloomsbury-pl., to Off. Man. (if any) after debiting his account with such call, to be paid Feb. 11, at 11, at 9, Bloomsbury-pl., to Off. Man.

ROYAL BRITISH BANK.—V. C. Kindersley has peremptorily ordered a call of £75 per share to be made on every contributory; the balance (if any) after debiting his account in the company's books with such call, to be paid on or before Jan. 31, to the Off. Man., Harding, 4, Lothbury.

Scotch Sequestrations.

TUESDAY, *Jan.* 27, 1857.

CALDER, JAMES, Draper, Brechin. Feb. 5, at 12, Commercial Hotel, Brechin. *Seq.* Jan. 23.

FRIDAY, *Jan.* 30, 1857.

BROWN, CHARLES, Accountant, late of Lower Tooting, Surrey, afterwards at 15 Gresham-st., now at 5 Forth-st., Edinburgh. Feb. 6, at 2, at 18 George-st., Edinburgh. *Seq.* Jan. 26.

LEADBETTER, JAMES, Spirit and Provision Merchant, Edinburgh. Feb. 3, at 1, at 18 George-st., Edinburgh. *Seq.* Jan. 26.

THORBURN, ROBERT, Engineer, Broxburn, Winchburgh. Jan. 4, at 1, at Star and Garter Hotel, Linlithgow. *Seq.* Jan. 24.

Scotch Partnerships Dissolved.

FRIDAY, *Jan.* 30, 1857.

[*Extract from the* Edinburgh Gazette *of Jan.* 27, 1857.]

WOOD, JOHN, & JOHN REID (Reid & Co.), Shipbuilders, Port-Glasgow. Debts received and paid by Reid.

Results of Sales of Estates.

SALES AT THE AUCTION MART, *Jan.* 20, 1857, BY MESSRS. CHINNOCK AND GALSWORTHY.

Leasehold Estate, consisting of four residences, Nos. 12, 13, 14, & 15, Russell-terrace, Holland-road, Brixton, being together of the estimated value of £120 per annum; held for a term of 80 years (wanting 30 days) from the 25th December, 1842, at the ground-rent of £5 10s. each house. Sold for £1,060.

Leasehold private residence, No. 37, Sloane-street, Knightsbridge, let on a repairing lease, dated 7th July, 1844, for a term which will expire at Michaelmas, 1863, at the rent of £62 per annum, and held on lease, which will also expire at Michaelmas, 1863, at the ground-rent of £6 13s. per annum, leaving an improved rental of £55 7s. per annum. Sold for £215.

House and shop, No. 2, Trevor-terrace, Knightsbridge, let on repairing lease, for a term of 21 years, from Christmas, 1844, at the rent (in consideration of the sum of £150 being expended upon the premises) of £45 per annum, and held under a lease for the residue of a term of 99 years, which will expire in February, 1909, at the ground-rent of £10 10s. per annum, leaving a present rental of £34 10s. per annum. Estimated annual value, £60. Sold for £595.

Leasehold House, No. 14, Wellington-road, Kentish-town, of the annual value of £30 per annum; held for a term of 99 years, from Dec. 25, 1851, at the ground-rent of £5 per annum. Sold for £230.

Beneficial Interest in the lease of warehouses and premises, No. 5, Raven-row, Spitalfields; held on lease for a term of 11¼ years, from Christmas, 1856, at the rent of £30 per annum; also, beneficial interest in the lease of warehouses and offices, being Nos. 6 & 7, Raven-row; held upon lease for a term of 15¼ years, from Christmas, 1856, at the rent of £50 per annum. Sold for £300.

Policy for £500, effected with the London Assurance Corporation, in Jan., 1841, on the life of a lady now in the 63rd year of her age, the annual premium being now under £14, having been reduced from £21 5s. Sold for £145.

To SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, FEBRUARY 7, 1857.

DICKENS OUTDONE.

The *Westminster Review* has declared, in its number of last month, that comprehensive law reform can only be expected as a consequence of reform in Parliament. Public feeling, says the reviewer, is but languid on the subject of legal abuses; and we might add that, in the opinion of many persons, it would be difficult now to raise any very vehement agitation for the remodelling of the House of Commons. But if the nation neither feels the burden pressing on it, nor cares to take measures to obtain relief, we cannot but apprehend that the hopes of our law reformers are doomed to grievous disappointment. It will not, however, be the fault of the *Westminster Review* if this pernicious apathy be not disturbed. The Court of Chancery, and certain officers of the court, who are called by those who understand its practice "solicitors," and by those who merely talk about it "attorneys," are selected by the reviewer as the most signal disgrace of our legal system. The writer, desiring, of course, to inspire confidence in his conclusions, begins with a little pictorial embellishment. The Court of Chancery is personified as holding in its hands, instead of just weights and measures, "unequal balances and false keys." What the Court of Chancery is to do with the latter implements we are not informed, and probably the words were only introduced to round a period.

We ought scarcely, perhaps, to urge any serious complaint against an attack upon the profession which is introduced by a quotation from "Bleak House." The writer evidently intends to warn us, that, although we may find him dull, he has not the least intention to be serious; and that, if he has not naturally as much imagination as CHARLES DICKENS, he intends to make the most of what he does possess. "How comes it," he asks, "if the Court of Chancery be so horrible a place as has been described, that so many hapless victims are induced to enter it?" It is owing to the solicitors, whom it pleases him to call "attorneys," that suits in Chancery are commenced. "To the attorney employed such a suit is a fortune:"—a statement which contrasts rather strangely with the experience of attorneys themselves, who have of late years been rather hardly put to it to contrive to do Chancery business without actually losing money. So far from being "a rich field for legal spoilers," the Court of Chancery has of late become a place where the alleged spoilers have themselves been spoiled by the operation of changes which superseded to a great extent the old scale of remuneration, but omitted, until this very week, to provide a new one. The notion of a solicitor "taking advantage of individual weakness," to originate proceedings out of which "he knows with certainty he will have a fortune," is a ludicrous exaggeration which would be of questionable propriety in a novel, and is quite unworthy of a grave review. The fact is, that even under the new scale of costs, which was published on Saturday last, it is very doubtful whether a solicitor will find it worth his while to undertake Chancery business where the subject-matter of the suit is under the value of £1,000. Perhaps he may not be willing to refuse such business when it comes to him without his seeking it, and the parties interested are in other respects valuable clients. But to talk of solicitors "worming their way into houses," and seeking for "discrepancy of temper and principle" in the members of a family, in order to embroil them in a Chancery suit, is to propagate fables too monstrous even for the cheapest and coarsest of romances. The truth we take to be, that London suits pay the solicitor badly, and country suits hardly pay him at all; and there is, consequently, a general reluctance on the part of provincial solicitors to engage in Chancery business. In fact, the small proportion of country as compared with London causes can only be accounted for on the supposition, that the provincial solicitor does "serve his own ends" by tempting his client not to litigate but to compromise or sleep upon his fancied claims.

The Westminster Reviewer evidently knows nothing at all of the actual state of that "terrible court" into which ravenous "attorneys" are supposed by him to lure or force their clients; and it cannot, therefore, be expected that the remedies he presently suggests will possess the smallest practical utility. And yet the article before us has evidently been written to serve as a word in season to our legislators on entering upon a session which promises to afford opportunity for law reform. The review, too, in which it appears is a publication of such high authority that a ready and confident writer may safely venture to handle in its pages a subject of which he knows next to nothing. The reputation of the whole work will cover the deficiencies of individual contributors; and, besides, as this reviewer has himself told us, people in general know little, and care less, about law reform, and they are ready enough to fall into the views of any one who will tell them as with authority that Chancery abuses may be simply and shortly cured, and that they only subsist thus long because the cunning and cupidity of the practitioners has been unwisely tolerated by an idle and indulgent legislature.

We do not ourselves presume to speak with the weight of the *Westminster Review*, but this is a subject upon which we do know something, and it is our duty to point out that as the evils complained of are to a great extent imaginary, so the remedy proposed for them would disappoint its patrons and produce very serious inconveniences. We shall not follow the reviewer into the details of the comparison he has drawn between the solicitor and the barrister. It is enough to say that he knows very little indeed of solicitors, and of the way in which they do their business; and that when he has acquainted himself more thoroughly with the subject upon which he undertakes to write, he will find reason to modify his conclusions. We believe, too, that when he has seen more of the actual working of legal business, he will recognise the soundness of the general conclusion, that the functions of the barrister and solicitor are different, and that the interests of the client will be best promoted by employing each branch of the profession in its own peculiar sphere. Undoubtedly we can imagine a case where the client might receive more cheaply and speedily from counsel direct the advice which he obtains through the intervention of a solicitor. But it must be borne in mind that it is the usual business of counsel to resolve difficult questions arising in some one department of the law which he makes his peculiar study. The solicitor is required to know the leading principles of every branch of law; and he must also possess an acquaintance with the world and its ways, which is more likely to be lost than gained by profound legal study. The *Westminster Review* most unfairly contrasts a barrister who does his work well with a solicitor who does his work badly; and thence infers that the barrister should, in

general, undertake both duties. But is there no incompetence and no carelessness to be found among the members of the bar? Do instances never occur where serious miscarriage in the conduct of a cause has been avoided by the experience and caution of the solicitor? It is possible, we admit, that even a carefully drawn case may appear to a practised counsel to contain much matter that might have been omitted. But is it not equally true that counsel often present to judges statements and arguments that to long exercised discernment appear irrelavent? And if the story, as it comes from the solicitor, is unnecessarily prolix, how much more cumbrous and obscure is it likely to have been when narrated originally by the client? We do not deny that cases are sometimes drawn by careless or ignorant solicitors; nor will it, we suppose, be denied that opinions are sometimes given by barristers who deserve the same uncourtly epithets. It is not at all unlikely that barristers might be found to discharge most efficiently the duties of solicitors; and it is also very probable that we could name solicitors who would acquit themselves most creditably at the bar. But it is our opinion, nevertheless, that legal, like most other labour, will be best done by being divided. This opinion is generally held, even in countries where the two branches of the profession are not so distinctly separate as in England: and, we believe, that when the Westminster reviewer rests from writing and begins to think, he will see that the opinion is a sound one, and that the legal reforms for which he is so anxious are not likely to be facilitated by subverting it.

THE CIRCUITS.

In Pauli's History of England we read the following passage:—"In the winter of 1164, important measures of Government were taken, and comprised in what was called an assize. Their object was the keeping of the peace, and the execution of justice. This attribute of the royal office was, according to old customs shown by precise precedents, committed by Henry II. (who was often abroad) to his itinerant justices. All England was for this purpose divided into six districts, for each of which three judges were appointed." Hence it appears that our existing circuit arrangements can plead an antiquity of no less than 693 years—a longevity which, for so mere a question of detail and convenience, is almost supernatural. It would seem doubtful, however, whether this venerable institution is destined to arrive at an age just ten times as great as that which marks the limit at which human life becomes labour and sorrow; for we understand that a commission, appointed for the purpose of revising and improving it, is about to hold its first sitting. We shall look with some anxiety for their report, for the subject is one of very considerable interest to every member of the legal profession, as well as to the public at large. Pending their deliberations, we would submit a few remarks on the subject to the attention of those whom it may concern.

We are not of the number of those who think that the circuits and their appendages either can or ought to be abolished. County courts and stipendiary magistrates are excellent institutions; but we are firmly convinced that we cannot take too much pains to secure the very highest minds that are to be had for the decision of questions affecting life or permanent liberty, and the most important controversies as to property. Nor is it a slight advantage of the English as compared with the French administration of justice, that the same judges preside in all parts of the country, and that the same law prevails at York, Lewes, Norwich, and Carnarvon; whereas Bordeaux, Marseilles, Strasburg, Rouen, and many other cities are each the centre of a little district, governed by its own interpretations of the general law. For these, and for some other reasons, we cannot agree with those who look upon the assizes as an antiquated anomaly destined to give way to local jurisdictions. Whilst, however, we should wish to see the principle of the present arrangement retained, the details appear to us to be very ill contrived, and to require a great deal of modification. Of the eight circuits, into which England and Wales are divided, two—the Northern and the Home—are so much larger than the others, that they probably yield more business than all the rest put together. In these circuits, Liverpool and York in the one case, and Kingston or Guildford in the other, stand in much the same relation to the rest of the circuits, as the circuit itself occupies with respect to other circuits. The result of this is, that whilst the business is often over on the smaller circuits by the beginning of April, or the early part of August, it often lasts several weeks longer on the two larger ones. There can be little doubt that this concentration of business at a few points operates most injuriously on the bar, and through them on their clients. The immense quantity of business in the large circuits attracts to them almost all the abler members of the profession, and the consequence is, that the inhabitants of extensive districts of the country are deprived of the advantage of having advocates of any considerable ability, unless they are able to go to the enormous expense of a special retainer, or to adopt the almost equally unpleasant course of trying their causes in London, or at a distant assize town. It sometimes happens that one or two barristers of more than the average ability are found in a small circuit. Such men become Tritons amongst the minnows, and seriously disturb the administration of justice by overmatching those to whom they are habitually opposed. For these reasons we regard the inequality of the extent of the different circuits as a serious inconvenience.

There are, however, other defects in the existing state of things. Various circumstances have contributed of late years to diminish very considerably the amount of business done in many of the less important counties. We could mention towns where, in former times, twenty, thirty, or forty causes were tried at the assizes, at which a cause list of eight or ten is now considered heavy. It is impossible to see the apparatus which is brought to bear upon so small a matter without a smile. Two judges, twenty or thirty barristers, the high-sheriff and his chaplain, a small regiment of javelin men, and a curious troop of farmers and country squires come together twice a year in dingy old country towns, which are hardly ever enlivened by any other incident, to try, perhaps, two or three insignificant actions, and ten or twelve prisoners. We doubt whether, on any circuit except the Home and the Northern, so many as a hundred causes are tried on an average. On the Western Circuit last summer there were not more than thirty-five, and on the Midland about the same number. On the former there are six, and on the latter seven, assize towns, which would give to each place an average of less than six causes; and even this number is greatly too high, for a very large proportion of the civil business of the Western Circuit is transacted at Bristol, and of the Midland Circuit at Warwick. We learn from the report on Public Prosecutors, that in the year 1853 there were as many as eleven English counties in which not more than thirty-five prisoners were tried at the assizes, whilst the average number in ten Welsh counties was only thirteen and a half, or about seven prisoners at each assize. Between each of these small bits of employment come the intervals necessary for travelling, and for a commission day on which nothing is done. Surely this is a very clumsy and very wasteful arrangement. We are not prepared to state any detailed plan for its remedy; but some of the elements of such a plan seem obvious enough. Means might readily be found for diminishing the enormous amount of business with which the Home and Northern Cir-

cuits are encumbered. If the Oxford and Norfolk Circuits respectively terminated at Reading and Hertford, a considerable number of the London causes which are too late for the sittings after term, and are, consequently, entered for the Surrey Assizes, might be tried at those places; and the propriety of adding York to the Midland circuit has been repeatedly mooted. Something, also, might be done by extending the application of the principle recognised when Liverpool was created into an assize town. It is impossible to give any reason why there should be only one assize a year at Bristol; and it is perfectly absurd to continue to punish the town for the riots of 1831 by confining the assize to civil business. And it is very hard to say why Birmingham, with a quarter of a million of inhabitants, should not supersede Warwick, which can barely count 20,000. It is rather a pedantic adherence to old notions about the division of England into counties to include in the list of assize towns Oakham, Huntingdon, and Flint, and exclude from it Leeds, Manchester, and Merthyr. The following list, extracted from the report which we have already quoted, of the number of prisoners tried at the borough sessions of five towns at which the assizes are not held, and of five towns at which they are, is a singular legal curiosity. In five towns in which no assizes were held there were tried, at the borough sessions, in 1853, 1,501 prisoners; viz., at

Birmingham	326
Bristol	206
Leeds	305
Manchester	551
Portsmouth	113
Total ...	1,501

At five assize towns there were tried at the borough sessions for the same year, 94; viz., at

Derby	23
Devizes	3
Shrewsbury	25
Warwick	19
Winchester	24
Total ...	94

And the number of prisoners tried at the borough sessions at many of the other assize towns was so small as to be excluded from the return. The truth is, that the principle of having one assize town for each county is quite worn out. The number might be most advantageously diminished very considerably; or, if it were considered desirable to retain the principle of the local administration of justice, it would save much time and cost little money to try the prisoners and the causes of three or four counties at their respective county towns alternately, instead of presenting each of them every year with a lively illustration of the nursery rhyme about the four-and-twenty tailors who went to kill a snail, at the expense of the Bench, the Sheriff, and the Bar.

Legal News.

In the case of *Kingsford* v. *Merry*, a full report of the trial. with the judgment of the Court of Exchequer, the case on appeal, and the judgment of the Exchequer Chamber, has been published as a shilling pamphlet, and we have examined it with considerable curiosity to see how far the observations of the Chief Baron and Mr. Baron MARTIN, made in the Court of Exchequer on the 20th ult., would appear to be well founded. Those remarks were so very strong and positive as to induce us to found upon them some reflections which we certainly should not have made if we had been aware at the time of writing them that the defendant's legal advisers had published a contradiction as positive as the statement of the judges. We have, on the one hand, a declaration from the bench that "the case was presented to the Court of Error on a totally erroneous statement of the facts," and "was in itself utterly unintelligible;" and, on the other hand, the assertion of the defendant's attorney, on the authority of his three counsel, that "the case fully and correctly set forth the whole of the facts proved on the trial, and fully and clearly raises all the points relied on by the defendant." Now it certainly appears to us, on a careful comparison of the case with the evidence in the pamphlet, that the former does correctly state the substance of the latter, and that any difficulty which may occur to a reader of the case arises from the deficiency or obscurity of the evidence itself, rather than from any carelessness or want of skill in the counsel who epitomised it for the Court of Error.

The present position of this case furnishes a striking example of the extent to which legal ingenuity may complicate a tolerably plain question when the amount in dispute is large enough, or the passions of the litigants and the sympathy of their friends are warmly enough excited, to call forth the utmost resources of forensic skill and subtlety. The leading counsel for the plaintiffs at the trial was Mr., now Baron, BRAMWELL, and we may presume that the action was brought under his advice. He says, in his opening address to the jury, "by the law of the land, a person who obtains goods under false pretences, *not under a contract of sale*, but by false pretences, acquires no property in them, and cannot give to any one else a better title than he has himself." This, we apprehend, is no very abstruse or dubious proposition of law, and it is exactly the same as enunciated by Mr. Justice WIGHTMAN in the Exchequer Chamber. The plaintiffs' counsel stated, and proved by his witnesses, the facts from which he drew the inference that ANDERSON did obtain the goods "under false pretences, and not under a contract of sale;" and these facts are by no means complicated, nor does there appear much doubt as to the soundness of the conclusion drawn from them by Mr. BRAMWELL at the trial, and by the Court of Exchequer Chamber on the appeal. We are even disposed to wonder how a different view of these facts could possibly have been adopted by the Chief Baron at the trial, and by the Court of Exchequer on the discussion of the rule. If, however, we had heard the argument of the defendant's counsel, we might possibly have to confess that there was more to be said for their view of the question than we had thought. But, however the complications of the case may have been brought about, it is certain that Mr. BRAMWELL at the beginning of the pamphlet before us, and Mr. Justice WIGHTMAN at the end of it, agree entirely both in the aspect which they put upon the facts, and in the law which they apply to them. It would, therefore, appear that this litigation has arisen rather out of opposition to the policy or justice of the law than from the inherent difficulties of the loyal question. "Hard cases," it has been said recently, "make bad law;" and the ruling of the Chief Baron in *Kingsford* v. *Merry* seems to prove that they also some times lead to inconsiderate conclusions on points of fact.

The feeling in the city of the injustice of the decision against Mr. MERRY will, probably, be heightened by a perusal of the evidence before us. It was difficult to understand on reading the report of the case in Banco and in the Court of Error how merchants of ordinary prudence could have been imposed upon, as the plaintiffs were, by ANDERSON. But the negligence with which we had supposed Messrs. KINGSFORD and SWINFORD to be chargeable falls very far short of that which was actually proved against them. It will be remembered that ANDERSON obtained from LEASK, a broker, two delivery orders, on the pretext that he wanted them to enable him to inspect the goods. He then took these orders to the plaintiffs, told them that

he had purchased the goods from LEASK, and requested them to deliver the goods to his order at Custom-house Quay. There was a conflict of testimony between LEASK and the plaintiff KINGSFORD as to the indorsement upon one of the two warrants. LEASK swore that he had indorsed both warrants "to be delivered at Custom-house Quay to my order;" but one only of the warrants produced by KINGSFORD, as received by him from ANDERSON, had this indorsement, and the only name upon the back of the other was "THOMAS BROOMHALL." But taking the condition of these documents as described by either witness, it did appear to us remarkable that KINGSFORD should have accepted ANDERSON'S statement without inquiry. This, however, he did, and ordered the goods to be deposited at the wharf in the name of ANDERSON. This was on Nov. 21, 1853. By a piece of good fortune which might be wanting to more careful men, the plaintiffs' clerk ordered the goods to be deposited in their own names, and not in that of ANDERSON; and on Nov. 26, the plaintiffs received a letter from LEASK, complaining that the goods had not been delivered *to his order*, and thus shewing that the story told by ANDERSON five days before was false. By the happy mistake of the plaintiffs' clerk, the goods were still within their control, and, if they had read and attended to LEASK'S letter, ANDERSON'S fraud would have been discovered in time, and the loss and litigation would have been avoided. But on Nov. 29 ANDERSON called on KINGSFORD and represented to him that the goods had not been transferred into his name, and thereupon the transfer was made and the opportunity afforded to obtain a *bonâ fide* advance upon the goods from MERRY. KINGSFORD stated on his cross-examination that "he never knew of LEASK'S notice" till sometime afterwards. He thought it could not have been delivered at his office, but, if it were, "his partner might have opened it." The plaintiffs, it must be admitted, shewed gross negligence, while the defendant's conduct appears to have been perfectly regular and business-like; and we cannot, therefore, wonder that indignation has been expressed at the judgment which condemns the latter to bear the loss.

The long delayed Order of Court, fixing the new scales of Chancery costs, appeared last Saturday, and it will be found with the schedules in another part of this day's impression. We cannot congratulate the profession on the result of this long suspense. The scales of fees do not, we believe, differ in any material respect from those which had been drawn up as far back as last July, and as they only apply to business done subsequent to the date of the order, it follows that serious loss has been sustained, while the question has remained unsettled, without any adequate compensation in the extent of the improvement now introduced. Whether it is possible to do business at a profit under the lower scale will best be proved by actual experience of its working, and it appears desirable that the trial should be fairly made, and that the solicitors should reserve their complaints until they are perfectly convinced that the evidence in support of them is overwhelming. The impression, we believe, is still afloat in the public mind that a Chancery suit is a mine of wealth to the fortunate solicitor engaged in it. The professional view of this question is certainly different from that popularly entertained, for we believe that some solicitors do seriously doubt whether it will be worth their while to undertake Chancery business when the amount litigated shall be under £1,000.

We trust it will appear, from the forthcoming report of the Committee on the Registration of Titles to Land, that the subject of conveyancing costs has been looked at from the point of view which the profession has so long contended for. The leading principle to be adopted in all cases we take to be, that regard should be had to the actual skill and labour employed, and responsibility incurred, and not merely to the length or multiplicity of the written forms. It was certainly expected, when the taxing masters in Chancery were appointed, that this principle would be applied to Chancery costs much more extensively than has ever yet been done, or appears to be now contemplated. The salaries of the taxing masters were fixed, as we apprehend, upon the supposition that they would find a wide scope for the exercise of discretion, and were not to be confined to the merely mechanical office of applying one or more schedules without discrimination in all cases.

COST OF A PROSECUTION.

A bankrupt named Lillicrap, on coming before the Court of Bankruptcy, was ordered to be indicted criminally in respect to the concealment of property of the value of about £60.

Mr. BAGLEY, on behalf of the solicitor who conducted the prosecution, now applied for an order for the payment of the costs,—viz., £317.

Mr. Commissioner GOULBURN inquired how a prosecution at the Old Bailey for a simple offence could have cost so large a sum? What number of witnesses had been called, and had the bill been taxed?

Mr. BAGLEY.—There were twenty-three witnesses, and a great deal (£42) was struck off the bill on taxation at the Crown-Office. Some of the witnesses came from Brighton. The trial of Palmer was fixed for the same time. The witnesses had to be sent back to Brighton in consequence of the long time that trial occupied.

The COMMISSIONER could not imagine on what principle of taxation the Crown-Office proceeded that so large an amount as £311 could have been allowed in such a case. He should not make any order for payment without requiring certain affidavits. There were twenty-three witnesses, but he was informed that one witness who could have furnished material evidence—evidence that might have occasioned the bankrupt's conviction—was not called.

Mr. BAGLEY urged that not less than £170 were actual costs out of pocket; and that, the prosecution having been directed by this court, it would be hard to mulct the attorney of his costs.

His HONOUR thought it did not follow that costs must be paid in such a case as a matter of course. Suppose an attorney were to conduct a case carelessly, or in some other manner so that the conviction might fail, could it be said that the attorney ought to be paid his costs? He should require affidavits. Those affidavits must explicitly state the cause of the witness referred to not having been called.

Mr. BAGLEY urged that the assignees had not desired to indict the bankrupt, but to leave his case to the jurisdiction of this court, and that it was by his Honour's especial desire and direction that the indictment was preferred.

His HONOUR said he would consider the case when the affidavits had been laid before him.

TREATMENT OF A JURY.

The jury who were locked up on Monday night on account of their not being able to agree upon their verdict in the case of Abraham Missenden, were next morning again brought into court.

A jury in a criminal case are not allowed to have any refreshment or fire, with the exception of candle-light, but with a view to remedy as far as was practicable the inconvenience to which they must necessarily be subjected by being confined in such inclement weather without any necessary comforts, the Under-Sheriff directed that the jury should be placed in the dining-room, in which there had been two large fires the whole of the evening, and a great number of lamps were also placed in it, and this to some extent increased the temperature. The jurymen earnestly entreated to be allowed to have some refreshment, but they were informed that the court could not legally grant their request.

In answer to the Recorder, the Foreman, in an emphatic manner, said there was not the slightest chance of their agreeing.

A surgeon was then sworn, and he stated that he had visited the jury that morning, and he was of opinion that it would endanger the life of one of them if he was kept any longer without nourishment.

The RECORDER said that upon this statement he felt himself justified in discharging the jury without giving a verdict.

THE CASE OF FANNY KAY.

Late on Monday evening Mr. Clark, the clerk of the Central Criminal Court, received a communication from Mr. Baron Martin, directing him to make out an order upon Sir Richard Mayne for the Turkish bonds that were found in the possession of Pearce, one of the bullion robbers, to be delivered up to Mr. Rees, the solicitor to the South Eastern Railway, in trust for the benefit of Fanny Kay and her child.

STATISTICS OF CRIME.

A blue-book, issued on Tuesday, gives tables showing the number of criminal offenders in the year 1855. A considerable decrease in the number committed for trial is noticeable, which must be attributed as much to the changes in the law as to the actual decrease of offences. The Criminal Justice Act of 1855, and the Juvenile Offenders' Act extend the powers of summary conviction, and so cut off the supply of candidates for trial by jury. There were 25,972 commitments for trial in 1855, against 29,359 in 1854, and 27,057 in 1853. There was a decrease of 22·3 per cent. in Middlesex, of 20·3 and 11·6 per cent. in Surrey and Kent, 20·2 in Monmouth, 19·2 in Cheshire, 9·4 in Stafford, 8.7 in Lancashire, 7.6 in Warwick, and 4·0 in Yorkshire. The decrease was not less remarkable in the agricultural counties, as in Suffolk, Dorset, Somerset, Berks, Lincoln, and Norfolk. An increase occurred in Bedford, Bucks, Derby, Durham (21·9 per cent.), Northumberland, Notts, Northampton, Southampton, and Worcester. Offences against the person show a slight increase for murder, but the frightful increase of 88 per cent. in malicious stabbing and wounding. The newly defined offence of "assaulting and inflicting bodily harm" has risen 10 per cent. Violent offences against property have slightly, and ordinary offences against property very materially, decreased. In coining and offences against currency there is a decrease, but the forgery of notes has increased. Of the 25,972 culprits committed for trial in 1855, 5,967 were acquitted and discharged, 34 found to be insane, and 19,971 convicted. Of these 19,971 convicts 50 were sentenced to death, 323 transported, 2,041 condemned to penal servitude, 17,397 imprisoned, and 160 fined or whipped. 11 persons were condemned to the scaffold for murder, 10 for attempts to murder, 20 for the crime of sodomy, 2 for burglary with violence, 5 for robbery and wounding, and 2 for arson of dwelling-houses. Only 7 out of the 50 were actually executed, and all of these were murderers. The *maximum* number of executions of late years has not exceeded 15 (in 1849), and the *minimum* has been 5 (in 1854).

ATTENDANCE OF SOLICITORS IN COURT.

On Friday, the 30th ult., an application was made that a cause in which a decree had been taken the day before in the absence of either counsel or solicitor for the defendant, might be re-heard, the brief of counsel, which had been sent on Wednesday night, having remained in his letter-box until Friday morning, while the solicitor had been summoned to attend a funeral in the country.

VICE-CHANCELLOR WOOD took occasion to observe that solicitors seemed to think it no part of their business to attend this court. It was a circumstance which had struck him very painfully, and he had not intended to let it pass unnoticed, that he had recently heard no less than seven causes in this court without the attendance of a single solicitor. This was extremely to be reprehended, and it was at least to be expected that when a cause came on to be heard, either the counsel or the solicitor should be in attendance. As to the particular application, the defendant was at the mercy of the plaintiff, who was entitled, if he wished it, to hold the decree.

THE PROVINCE OF COUNSEL.

The following is an extract of a letter dated Jan. 26, which appeared in the *Daily News*:—According to the recently published report of the trial of a breach of promise of marriage case, before Mr. Baron Bramwell, reflections were cast by Mr. Edwin James, counsel for the defendant, upon the plaintiff's attorney, as having brought into court a case which ought not to have been brought there. Upon which, Mr. Serjeant Thomas, counsel for plaintiff, says: "As an imputation has been cast on the attorney in this case, may I observe that this action was brought by the advice of my learned friend Mr. Charnock and myself?" And then this follows: Mr. Baron Bramwell—"You are not justified in making any such statement; it is not as counsel your province to do so." Mr. Serjeant Thomas excused himself by saying that the attorney for the plaintiff had been attacked. Mr. Baron Bramwell—"Let the attorney submit to it then."

COMMON SERJEANT.

On Saturday Jan. 31, Mr. T. Chambers, the newly elected Common Serjeant, was sworn into office.

CHANCERY FEES.

Record and Writ Clerks' Office,—Feb. 4, 1857.

All certificates for the lower scale of fees must be signed by the *solicitors* in the *causes, themselves*, and not by their clerks.

It is requested that, for the convenience of filing, the certificate may be written on half a sheet of foolscap paper, with sufficient space at the top for the distinctive mark and date of filing.

Recent Decisions in Chancery.

Decisions upon the construction of wills, inartificially drawn, where it is impossible to arrive at the precise intention of the testator, are mainly useful as exhibiting the *leaning* of courts of equity. Thus, the court, when it can by a reasonable construction prevent intestacy, is always disposed to do so; again, it has been said always to lean towards vesting. *Glyn* v. *Glyn*, 5 W. R. 241 is an illustration in point. In that case, the testator by his will bequeathed property, to belong to and "be given up" to his child or children on attaining the age of twenty-five years; and he provided that if his eldest son should "hereafter" come to the inheritance of his (the testator's) father's or eldest brother's landed property, in such case his (the eldest son's) share was to be "made over" to his brothers and sisters. There were several children of the testator, and the eldest son had attained the age of twenty-five years, and had not inherited the said landed property, the testator's eldest brother being still alive, and in possession of part as tenant for life, of other part as tenant in tail, and of other part as tenant in fee simple. Vice-Chancellor Stuart, before whom the case was heard, decided that the eldest son, notwithstanding the provision, was entitled to the share absolutely, his Honour holding it to be inconsistent with the language of the will, that if the money was ever paid to him, it should be paid back by him. By holding that the words of the provision applied only to the event of his succeeding to the property before the time when the share provided for him by the will actually got into his hands, the Vice-Chancellor considered he made the best attempt at giving consistency to the will.

Burton v. *Powers*, 5 W. R. 242, and *Lewis* v. *Hopkins*, Id. 243, also turned upon the construction of wills. In the former case, the law respecting indefinite devises was very clearly stated by Vice-Chancellor Wood. The testator there, by his will dated in 1822, devised a farm to his wife for her life, and after her decease he gave the same to his "son, J. W., subject to the payment out of the aforesaid premises of the sum of £50 to be paid to" M. N. In a subsequent part of the will, he ordered the rents and interest that "is behind due and unpaid, shall go and be paid to that person I have left the estates and property respectively to." The question was, did J. W. the son take the farm absolutely, or only for an estate for life? "Nothing is better settled," says Mr. Jarman in his work on Wills, p. 219, "than that a devise of messuages, lands, tenements, or hereditaments (not estate), without words of limitation, occurring in a will which is not subject to the newly enacted rules of testamentary construction, confers on the devisee an estate for life only, notwithstanding the testator may have commenced his will with a declaration of his intention to dispose of his whole estate, or may have given a nominal legacy to his heir, or may have declared an intention wholly to disinherit him, or the will may contain an antecedent devise to the heir for life of the testator's property which is the subject of dispute;" and in many other cases equally strong. But though there have been many such decisions, and the rule of the court is therefore thoroughly established, there has been always an inclination on the part of judges to change, by implication, indefinite devises to fee simple estates, where such implication could fairly be resorted to; thus, where the devisee was directed to pay his testator's debts, or a gross sum, even a future or contingent debt, though the possibility of loss were out of the question if the devisee only took a life estate, the devisee has been held to take an estate in fee. In wills made

since the 1st January, 1838 (7 Will. 4, & 1 Vict. c. 26, s. 28), a devise unaccompanied by words of limitation is "construed to pass the fee simple or other the whole estate or interest which the testator had power to dispose of by will in such real estate, unless a contrary intention shall appear by the will." In the present case, the will having been made in 1822, the old rule applied. The Vice-Chancellor considered that the words of the will shewed no intention to give more than a life estate, and that this case was distinguishable from the ordinary class of cases in which implication of an intention to pass the fee is raised, because as in *Denn* v. *Mellor*, 5 T. R. 356, the devisee took nothing until the payment was made, the charge being independent of his interest. His Honour therefore held that J. W. the son took but a life estate.

In *Lewis* v. *Hopkins*, a testator by his will gave leaseholds to trustees for a term of thirty years, to commence from his decease, upon trust to receive the rents during the term, and thereout to pay his debts, and to accumulate the surplus until the legacies therein given should be satisfied; and subject thereto, he gave the said leaseholds to the said trustees upon trust to permit his son B. to receive the rents for his own use until the son of B. (if he should have a son) should attain twenty-one, remainder to trustees to preserve contingent remainders, but nevertheless to permit such son to receive the rents during his life, and after his decease, to the heirs male of such son; and for want of such issue, to the second and every other son of B., and their respective heirs male; and for default of such issue, then upon trust for his son L., and with similar limitations to those of B.; and in default of issue of L., to the son of the body of A., a daughter, until he should attain twenty-one years of age, and then with subsequent limitations similar to those of B. B. and L. having both died without issue, the questions were whether the limitation to the son of A. was not void for remoteness; and if not, then whether he took an estate for life or absolutely. Vice-Chancellor Kindersley said, that, if the subject of this gift was real estate, and there had been a son of B., he would have taken an estate tail, and therefore where the subject was personalty, as in this case, he took absolutely. If there were no son of B., and there were a son of L., the son of L. would take in the same way; and in default of issue of both B. and L., the son of A. the daughter took absolutely. The Lord Chancellor agreed with his Honour's view, having no doubt that the limitation to the son of A. took effect upon the deaths of B. and L. without issue, and that their deaths took place within the time when the limitation would be good. The principal point insisted upon by the appellant, was that the life estate to the son of A. was an equitable estate (the words of gift being to "permit and suffer him to receive," &c.) and that the remainder was a legal estate, so that if the property were freehold the rule in Shelley's case would not apply, and in the present case, by analogy to that rule, the life estate and remainder could not coalesce, and therefore that the son of A. could only take a life estate. The Lord Chancellor was of opinion that if the analogy of freehold estate were to be considered, the son of A., under the gift, would take a legal estate for life, with a legal inheritance.

Baker v. *Pugh*, 5 W. R. 239, was another case involving the construction of a will. £5,000 stock was vested in trustees upon trust as to the residue of the dividends after paying an annuity, and after the decease of the annuitant, then as to the whole of such dividends, during the minority of C.M.B., to apply so much thereof as they should deem sufficient for the maintenance and education of C.M.B., and after she should attain twenty-one, to pay her the dividends for her life, with further trusts as to the corpus of the fund; and from and after the decease of C.M.B., in case she should have been married, then as to the said £5,000 stock, and the dividends thenceforth to arise therefrom, in trust for her children; and in default of children, if C.M.B. attained twenty-one years, as she should appoint; and in default of appointment, or in case she should die under twenty-one years, then in trust for the settlor's next of kin. During the minority and discoverture of C.M.B., the trustees were authorised to invest surplus dividends of the fund to "which the said C.M.B. shall be entitled," and to pay the same to C.M.B. on her attaining the age of twenty-one years. C.M.B. died under that age, and unmarried, and there was a large surplus, consisting of accumulations of unapplied income. The question was as to this surplus,—whether it should go to the next of kin of the settlor, or to the legal personal representative of C.M.B., or whether it was altogether undisposed of, and, therefore resulted, in which case the executors of the settlor claimed to be entitled. The V. C. Kindersley held that it was undisposed of, and that there was, therefore, a resulting trust in favour of the legal personal representatives of the settlor. The grounds of his Honour's decision are fully stated in the report of his judgment, p. 240.

A new point has been raised by the case of *Crowther* v. *Crowther*, 5 W. R. 237, before the Master of the Rolls. It is a well-settled doctrine, that a plaintiff, who is in a position to enforce his rights by ejectment, cannot come into a court of equity for relief until he has established his title at law, the Court of Chancery always refusing to try a mere question of ejectment. There is, however, an exception to this rule when the plaintiff is an infant who has been in possession by himself or his guardian, and has been ousted by an intruder upon the estate. In such cases, the court holds that the intruder constitutes himself a sort of bailiff for the infant, and will decree an account of rents and profits in the same way as between an infant and his regularly-constituted guardian or bailiff. In the present case, the infant was not alleged to have been in possession, but he claimed an estate in which an adverse interest was claimed by the defendant under an alleged agreement between him and the father and predecessor in title of the infant. The defendant had taken possession under his alleged title. For the plaintiff it was contended, that infancy alone was sufficient to entitle the plaintiff to maintain the bill; but the Master of the Rolls held that the exceptional cases referred to applied only where there had been an actual invasion of the infant's possession, and that where the plaintiff had never been in possession the general rule applied alike to infants and adults. Upon this ground a demurrer was allowed.

There have been some useful points of practice recently decided. In *Duffort* v. *Arrowsmith*, 5 W. R., p. 241, the L. C. ordered an administration suit, in which there was no decree, to be transferred from the V. C. Kindersley's Court to V. C. Stuart's, there having been a decree for the administration of the same estate in the latter court. It appeared to be clearly right that proceedings should be stayed in the suit in which no decree had been made, and the only question was which judge should make the order—whether V. C. Stuart, who had made a decree for administration in the other suit, or V. C. Kindersley, in whose court the suit was, in which it was required to stay proceedings. The L. C. thought the proper course was to transfer the last-mentioned suit to that branch of the court where a decree had been made.

Reed v. *Barton*, 5 W.R. 240, is a case which, fortunately, will not be much required as a precedent. It but rarely happens that an application is made to the court to take off the file a document purporting to be an answer. *Reed* v. *Barton* however, informs us of the circumstances under which the court will make such an order.

It is an inflexible rule in interpleader bills that the plaintiff always must annex to his bill an affidavit that he is not in collusion with any other party. If the affidavit should be wanting, the bill is demurrable: and in *Wood* v. *Lyme*, 4 De G. & Sma. 16, the demurrer was allowed, though an affidavit to that effect was made by the plaintiff's solicitor. *Gibbs* v. *Gibbs*, 5 W. R. 243, perhaps renders the rule still more strict. It was there decided by V. C. Wood that where a bill had been exhibited by a firm consisting of four partners, it was not sufficient that the affidavit of no collusion had been made by one of the partners on behalf of himself and the other members of the firm. The affidavit should have been made by all of them, unless some satisfactory reason could be given why they could not all join.

Cases at Common Law specially Interesting to Attorneys.

ATTORNEY—LOAN BY, ON DAMAGES RECOVERED—CHAMPERTY AND MAINTENANCE.

Simpson and Another v. *Lamb*, 5 W. R. Q.B. 227.

This was a rule obtained by the defendant, calling on the plaintiff to show cause why satisfaction in the above action should not be entered, on payment of the difference between the amount of the judgment in that cause in the Queen's Bench, and the amount of a judgment obtained by the defendant against the plaintiff in another action, in the Common Pleas. The action in the Queen's Bench was commenced on behalf of the plaintiffs by a Mr. Scott, on the 1st December, 1854, and on the 26th February, 1855, a verdict was found for the plaintiffs (damages £50), and judgment accordingly was signed on the 28th March in the same year, for £85 4s. A day or two before the trial of the cause a private arrangement had been entered into between Scott and a Mr. Shaen, another attorney,

to the effect that the latter should have the future conduct of the proceedings, but that in order to avoid the expense of a change of attorney, Scott's name should remain on the record; and it was in *his* name that final judgment was ultimately signed. On the day after the trial of the cause, the plaintiffs requested Shaen, as a personal favour to themselves, to advance to them the amount of the verdict they had gained; and he accordingly advanced the £50, and gave notice on the same day to the defendant that he had a claim on the judgment to that amount.

The action in the Court of Common Pleas was one in which the same plaintiffs were nonsuited, and in which the same defendant signed judgment accordingly against them, with £71 1s. 6d. costs. In this last action Mr. Shaen was not concerned at all.

The court made the rule absolute; and they did so on the ground that at the time of the advance of the £50 made by Shaen to the plaintiffs, he was—though not nominally on the record, yet really and substantially—their attorney in the cause, and that therefore the transaction was, in truth, a purchase by the attorney in the cause of the subject matter of it, *pendente lite*, because the plaintiffs therein were in need of the money; and that such a purchase was against the policy of the law, and consequently void. It followed from this view that Mr. Shaen had no claim as purchaser, which would prevent the set-off of the amount recovered in the other action as sought by the rule. The court held, however, that such set-off could only be made subject to the lien of the plaintiffs' attorney for the costs of both causes.

In the argument of this case it was attempted to bring the advance made to his client by Mr. Shaen within the provisions of the act of Parliament respecting maintenance and champerty, although the transaction was confessedly *bonâ fide* in its character. Lord Campbell very properly disposed of this ground, urged in support of the rule, as soon as it was advanced; and also of another point made by the defendant—viz., that the right of setting off one judgment against another is necessarily incident to the parties to a suit;—for, as was observed by the court, this setting off of cross judgments is, in truth, allowed only when such a course may be equitably taken; and the right yields, for example, in all cases to the lien of the plaintiff's attorney (See Reg. Gen. H. T. 1853 (Pr.), r. 63, re-enacting R. H. 2. W. 4. s. 93; *Domatt* v. *Helyer*, 2 D. P. C. 540; *Caldell* v. *Smart*, 4 D. P. C. 76; *Cowell* v. *Betteley*, 10 Bing. 432; *Brearey* v. *Kemp*. 3 W. R. (Bail-court) 575 and other cases).

So much for the case itself; but it may not be uninteresting to examine a little into the real nature of *champerty*. "Champertors," says a gloss to the statute 33 Edward 1, s. 2, as printed in Ruffhead's edition of the statutes, "be they that move pleas and suits, or cause to be moved, either by their own procurement or by others, and sue them at their proper costs for to have part of the lands in value, or part of the gains." And champerty is called by Blackstone, "the purchasing of a suit or right of suing;" and he remarks, that this practice is so much abhorred by the law of England as to be one main reason why a *chose in action* is not assignable at common law. There are several instances in the books—even in modern times—in which the true nature of this, and of the cognate offence of maintenance have been discussed. Thus, in *Williams* v. *Protheroe*, 5 Bing. 309, it was held that an agreement between a vendor and vendee of an estate to the effect that the vendee should be entitled to any sum he could recover in the vendor's name against an occupier for dilapidations, on the terms of bearing himself the expenses of the suits, was not void as being tainted with champerty. On the other hand, in *Stanley* v. *Jones*, 7 Bing. 369, an agreement by A. B. to communicate to C. D., who had a dispute with E. F., certain information material to the decision thereof, on the condition of receiving from C. D. a certain portion of the sum of money to be recovered by means of such evidence, was held to be illegal, as savouring clearly of the offence under consideration. So also in *Bell* v. *Smith*, 5 B. & C. 188, where an action was brought at the instance of A. B. and three others, and on its being discovered that they had not sufficient evidence to support it, A. B. and the other parties really interested joined in a release of their respective interests to the nominal plaintiffs in the suit, in order that the objection of interest, under the former rule of evidence, might not prevent them from being called as witnesses, it was said by Mr. Justice Bailey that it was difficult to put a stronger instance of maintenance or champerty.

Finally, *In re Masters*, 1 Har. & Woll., p. 348, an attorney entered into an agreement with his client to secure him from all costs of proceedings to be instituted in his behalf, on the condition of such attorney's retaining half of whatever should be recovered. This Mr. Justice Coleridge held to be substantially an agreement for maintenance.

EVIDENCE—STEALING—RECENT POSSESSION.

Regina v. *Wilson*, 5 W. R. (C. C. R.) 251.

J. W. was tried on an indictment for stealing and receiving certain articles of dress. T. W. (the prosecutor) proved that his house was broken into on Sunday, Nov. 2nd, and that the articles in question were then taken out of the same. S. proved that he bought those articles at a fair price, from J. W., in a public-house two days afterwards, when about thirty persons were in the room, and with no attempt at concealment on the part of J. W. On being apprehended, J. W. said the articles in question were brought to him by C. and D., and were sold by him "on the spree," and that his landlady would say so if asked. C. was subsequently tried and convicted of taking other articles at the same time from J. W.'s house. D. was discharged by the magistrates for want of evidence. The prosecutor did not call either C. or D., or the landlady. Counsel for J. W. submitted there was no case to go to the jury, but this was overruled, and J. W. was convicted—the question, however, being reserved for the Court of Criminal Appeal, whether, under the above circumstances—resting solely on the recent possession—it lay on the prosecution to call as witnesses C. or D., or the landlady, to whom the prisoner referred to account for such his possession.

The court held there was evidence for the jury, and affirmed the conviction, but intimated that the trial was a very unsatisfactory one.

EVIDENCE—DYING DECLARATION.

Regina v. *Reany & Reddish*, 5 W. R. (C. C. R.) 252.

This case turned upon a question which has often been the subject of debate, viz., what is the nature of that apprehension of death which renders the declaration of one who has since died admissible as evidence: for (as it has been sometimes expressed) an *unoriginal* relation may be admitted when the hearsay was made by the declarant on the point of death. Respecting these dying declarations, the rule has generally been understood to be, that, before they can be received, it must be shown to the satisfaction of the judge that at the time they were made the declarant was in actual danger of impending death; that he thoroughly understood the danger he was in; and that death, accordingly, ensued shortly after. But it has also been understood that the admissibility or non-admissibility depends rather upon the *impression* of the declarant as to his immediately impending dissolution, than on the space of time which actually elapsed before the event took place; and that consequently the length of that space was only secondarily important as one test of the nature of the impression which existed in the mind of the deceased. It has also been understood that a belief in the mind of the declarant that, though no final recovery would take place, yet that death might perhaps not be immediate, rendered the declaration inadmissible.

It is apprehended that the present case is not inconsistent with the above view of the law on this subject. It appears that the deceased appended to his statement put in, after his death, as evidence, these words: "I have made this statement believing I shall not recover," and he died ten days afterwards. It was impossible he should have recovered, owing to the nature of the injuries he had received; but, on the same day that he made the declaration, he said, in answer to a question, "I have seen the surgeon to-day, and he has given me some little hope that I am better, but I do not myself think I shall ultimately recover." All the judges sitting in the Court of Criminal appeal held that the declaration so made was admissible, as being, within the proper meaning of the rule, made under the apprehension of impending death.

Professional Intelligence.

RE KING, AN ATTORNEY.

This was a rule to re-admit an attorney who had been struck off the roll of this court in the year 1845, in consequence of a conviction of a conspiracy to defraud.

While the argument was proceeding, Lord CAMPBELL said the most satisfactory course would be that the affidavits on both sides should be referred to the Master, who should examine into the facts, and report theron to the Court; and this suggestion was adopted.

RE JOSEPH BERRY FULLER, AN ATTORNEY.

Mr. HUDDLESTON moved for a rule to re-admit an attorney named Joseph Berry Fuller, who had been struck off the roll of this court in the year 1853, for misconduct, in coming to an agreement with a man who kept a barber's shop to carry on business together for the recovery of small debts. When the matter was before the court in 1853, their lordships were about to sentence Mr. Fuller to imprisonment for three months, but at the request of the attorney himself, who was suffering from a disease of the heart, and was apprehensive that imprisonment might cause his death, the court commuted the sentence of three months' imprisonment, and ordered him to be struck off the roll. The applicant in his affidavit now stated that, from his confusion and excitement at the time, he omitted to ask the court to commute the imprisonment for suspension; and, after expressing great contrition for his offence, and promising good conduct for the future, he implored the court to allow him to be re-admitted.

Mr. ATHERTON, Q.C., said he was instructed, on the part of the Incorporated Law Society, to show cause against the rule in the first instance. The learned counsel contended that, according to the 32nd section of the statute (6 & 7 Vict. c. 73), an attorney who allowed an unqualified person to practise in his name was liable to be struck off the roll, and was for ever after disabled from practising as an attorney or solicitor.

Lord CAMPBELL said the agreement which the attorney had entered into was a most culpable one; and if such an offence were brought before the court, the court would suspend the party for a long period. The party had agreed to give the other a share of his profits; but though that was a great offence, it was not the specific offence mentioned in the enactment. On the whole, considering his repentance and the promises the attorney had made of unsullied conduct for the future, the court thought he might be restored.

The other judges concurred.—Rule absolute to re-admit.

RE LAWRENCE LEVI, AN ATTORNEY.

This was a rule to strike an attorney, named Lawrence Levi, off the roll of this court for perjury committed in an affidavit of increase.

Mr. SERJEANT SHEE and Mr. PETERSDORFF showed cause against the rule, on the ground that the charges were false, and were made from vindictive motives on the part of a foreigner who had attempted to extort money from the attorney.

Lord CAMPBELL appealed to Mr. Hodgson, who appeared to support the rule on the part of the Incorporated Law Society, whether he could call on the court to decide this question on affidavits.

Mr. HODGSON said the charges were supported by several witnesses, whereas the denial came from the defendant alone; and he submitted, the case might be referred to the Master, who could examine into the facts.

LORD CAMPBELL said, that if the attorney had been guilty of perjury, or subornation of perjury, he might be indicted, and, on a conviction, the court would take notice of it.

Mr. HODGSON said the parties had already gone before a magistrate on that charge; but as there was only one witness to each assignment of perjury, the magistrate would not proceed.

Lord CAMPBELL thought the rule ought to be discharged.

Mr. Serjeant SHEE then applied for the costs.

Lord CAMPBELL said there was sufficient ground for the application for the rule, and he would abstain from saying more. His lordship refused the application.

Rule discharged, without costs.

EXPARTE WILLIAMS.

Mr. PULLING applied on behalf of a Mr. Williams for an order directing the master of the court to receive and inroll his articles of clerkship; the articles had been executed in August, but when they were tendered to the master for inrolment he refused to receive them, as they had not been stamped. The applicant contended that the master had no discretion, but was bound to receive them when tendered; the law allowed him six months to have them stamped, and the duty was a matter between him and the Treasury.

Mr. Justice ERLE was afraid that if he granted this application it would become a practice not to have the articles stamped until the conclusion of the clerkship; a party would get his articles inrolled, and refrain from paying the duty on the chance of changing his intention, so that if he did not eventually apply for admission, he need never pay the duty.

Mr. PULLING said that evil could not arise, for it was discretionary with the Treasury to allow the articles to be stamped, and a party would not expose himself to the risk of a refusal.

Mr. Justice ERLE would look into the acts of Parliament, as the question was an important one.

Judgment deferred.

IN THE MATTER OF HOLT, AN ARTICLED CLERK.

Mr. HODGSON appeared to show cause against a rule calling on the examiners of the court to proceed with the examination of Mr. James John Holt; the examiners had no wish to oppose Mr. Holt; but, under the circumstances of the case, they did not think it right to act without having the facts brought before the court. There was no question that Mr. Holt had duly served under his articles, and he had given the requisite notices for the last examination; but on the 17th of January he received an intimation that he would not be permitted to present himself, as it had been discovered that in 1842 he had been found guilty on an indictment for conspiracy. In support of this rule he had made an affidavit, in which he detailed the whole transaction. He stated that in 1842 he was under articles to Mr. Spiller, who was instructed by a person named Gordon to issue a writ against a Mr. Hevers. After the writ was issued, Gordon said he wished to have it served by a man of his own, and obtained possession of it for that purpose. The defendant did not appear; and on Gordon's statement that the writ had been served, an appearance was entered for him under the statute. Gordon also undertook to serve the notice of declaration. The defendant did not plead, so judgment was marked and damages assessed on a writ of inquiry. Hevers was then arrested on a *ca. sa.*, but at once applied to be discharged, and to set aside the whole proceedings, on the ground that he had never been served with the writ or notice. He soon after, without any preliminary investigation by a magistrate, preferred an indictment before the grand jury against Spiller, Holt, Gordon, and another man, for a conspiracy. Mr. Holt stated in his affidavit that after the bills were found he received an intimation from the prosecutor that no evidence would be offered against him or his master, and therefore made no preparations for his defence. On the day of trial he went into court, and was most surprised to find that the case against himself was being proceeded with. Mr. Spiller was acquitted, but he and the other were found guilty. He at once determined to apply for a new trial (the indictment had been removed to this court by *certiorari*), but being assured by the prosecutor that no further proceedings would be taken against him, he abandoned the idea, not thinking that the verdict would ever affect his future prospects. Judgment had never been entered against him, and he swore most positively that he was entirely innocent of the offence with which he had been charged. A number of other affidavits had been filed, giving him the highest character.

Mr. E. JAMES, in support of the rule, was not called on.

Mr. Justice ERLE said that a person who had been guilty of the offence charged against Mr. Holt was certainly not fit to be admitted an attorney; but the fact that no judgment had been entered against him was a point in that gentleman's favour, and corroborated his statement. He thought the best course would be to refer the whole matter to the master to ascertain whether Mr. Holt's version of the affair was the correct one; if the master certified in his favour, he could apply at once to a judge in chambers for an order to the examiner to proceed with his examination.

Referred to the Master.

THE MANCHESTER LAW ASSOCIATION.

The annual meeting of this association was held at the Law Association Rooms, Norfolk-street, on the 23rd. ult.; William Beamont, Esq., the president, occupying the chair. After the accounts for the past year had been passed, the report of the committee, which we subjoin, was read by the honorary secretary and adopted.—Mr. Beever proposed, and Mr. Thorley seconded, a vote of thanks to Mr. Beamont, the president of the past year, for his unremitting attention to the duties of his office.—Mr. Beever remarked that Mr. Beamont, although residing at Warrington, had attended almost every committee meeting, which he must have done at considerable personal sacrifice, and that he had with great courtesy and alacrity joined in the various deputations of the association

and had otherwise fulfilled the many duties he had been called upon to undertake in such a manner as to add credit and importance to the association, and to entitle himself to its best thanks. The vote was passed most cordially.—After a unanimous vote of thanks had been passed to Mr. Marriott, the honorary secretary, the officers for the ensuing year were elected, James Crossley, Esq. being the president; James Barrett, Esq., and Richard Scott, Esq. vice-presidents; James Street, Esq., treasurer; and Francis Marriott, Esq., honorary secretary; and thirty other members were appointed the general committee.—It was decided that the annual dinner should not be held until the aggregate meeting of the Metropolitan and Provincial Law Association, which is to take place in Manchester in the autumn of the present year.

In presenting the eighteenth annual report, the committee have the gratification of stating that during the past year there has been an increase in the number of members, and a further accumulation of funds; the number of members being 180, and the balances in the bank amounting to £566 12s. 3d. The committee advert with much regret to the decease of Mr. John Owen and Mr. Thomas Taylor. The last-named gentleman, as the honorary secretary of the association for the first nine years of its existence, rendered to it most important services; and, after his retirement from that onerous office, he continued to serve with zeal as a member of the general committee. Several cases on points of practice which have been submitted to the committee, and the opinions given thereon, are copied in the appendix. The past year is not memorable for changes in the law, though several important bills were introduced into Parliament, and had the attention of the committee. By a clause of a bill introduced by Mr. Colville, to amend the laws relating to justices of the peace, it was proposed to exclude practising attorneys and solicitors from being justices of the peace for any county, riding, or division. The committee petitioned against this clause, and they have the pleasure of recording that the bill was withdrawn. The Ecclesiastical Courts and Testamentary Jurisdiction Bills had due consideration. With regard to that brought in by the then Solicitor-General, your committee, thinking it calculated to effect a long and urgently required change in the law, sent a deputation to the Solicitor-General, which, in conjunction with deputations from other law societies, expressed strong opinions in its favour, and subsequently, the committee transmitted to the Solicitor-General a petition in its support, and to each member of the House a series of objections to the exclusive jurisdiction of the ecclesiastical and peculiar courts in matters relating to wills and administrations. It is hoped that schemes similar to, if not indentical with, those supported by the committee will be pressed on the Legislature in the ensuing session of Parliament, and the committee urgently press upon their successors in office the necessity of making every endeavour to aid in the good work. In adverting to the County Courts Amendment Act, passed during the last year, the committee remark with satisfaction on the working of the section by which it is enacted that where an action is brought in the superior courts for a sum not exceeding £20, and judgment goes by default, costs shall not be recovered unless by order of a judge. The judges have, in all cases where a plaintiff and defendant lived twenty miles apart, allowed the costs of the action, thus preventing the necessity of plaintiffs being obliged to travel with witnesses to distant county courts to prove their cases; for the same act prevents judgment going by default in all cases under £20 in a county court. The general remuneration of solicitors in Chancery proceedings again occupied the attention of the committee, and they forwarded a memorial to the Lord Chancellor, praying for a revision of the present inadequate scale of charges, and they had the satisfaction of hearing that his attention would be given to the subject. As regards costs in small suits in the Chancery Court of the county palatine of Lancaster, the committee having received a communication from the Liverpool Law Association on the subject of a letter from the Vice-Chancellor, on a proposed reduction of costs, appointed a deputation, which attended the Vice-Chancellor in Liverpool, to express the ready acquiescence of the committee in the proposed reduction; and the Vice-Chancellor afterwards submitted to your committee the drafts of certain rules and orders, by which, in every case where the subject of the suit does not exceed the value of £300, the court fees and solicitors' charges will be reduced one half. The committee assume that a corresponding reduction will be made in counsels' fees. At the request of the Manchester Commercial Association, your committee devoted considerable attention to the subject of registration of the members of partnership firms, and they prepared a report thereon, as suggestions for a bill in Parliament, and forwarded the same to the Commercial Association, to be incorporated with the suggestions of that body, and to be printed and submitted to Government. The subject of holding assizes at Manchester has been recently mooted, and the committee, having reason to suppose that the requisite accomodation for the courts might be afforded, trust that an object so materially affecting the administration of justice, will not be overlooked by their successors. It was mentioned in the last report that the annual aggregate meeting of the Metropolitan and Provincial Law Association for the year 1856, had been appointed to be held in this city, but a suggestion having been made that it was more desirable for Manchester to be the place of meeting in the year of the Art Treasures Exhibition, in which the committees of that association and of the Liverpool Law Society acquiesced, the meeting was held at Liverpool in October last. It is not within the province of the committee to remark on the important and interesting proceedings at that meeting, but they may be allowed to express a hope that when the aggregate meeting of the association is held in Manchester, it may receive a hearty welcome. In conclusion, the committee venture to express their belief that, amongst the measures which, in the ensuing session, will demand the attention of the Legislature, none will be found more important than the bill for the registration of titles, which is expected to be proposed by the Government. As long ago as 1850, the committee expressed their conviction that "the adoption of a well-considered system of compulsory registration of titles to real property throughout the Kingdom would be of great public benefit" (See 12th Annual Report, p. 8). They are still of the same opinion; and should the bill prove to be what it is expected to be, namely a measure conducive to the public good, the committee doubt not that it will receive attention from their successors, not according to illiberal and short-sighted views of what is termed the interest of the profession, but in the spirit of that juster and broader policy which dictates that the interests of the profession and the interests of the public are one and the same.

JURIDICAL SOCIETY.

The society will meet on Monday, Feb. 9, 1857, at 8 o'clock, p.m., precisely, the Hon. Baron Bramwell in the chair, when the Rev. F. D. Maurice will read a paper on "The Moral Grounds of the distinction between Common Law and Equity."

Notice has been given by Dr. Colquhoun of his intention to propose the election of four honorary members.

The annual meeting of the society will be held on Monday, Feb. 23, at 8 o'clock, p.m., when there will be an address by the president, an election to the offices rendered vacant by rules 21—23, as amended at the last annual meeting.

Correspondence.

DUBLIN.

(From our own Correspondent.)

THE TRANSFER OF LAND.

The only event of any importance in the legal world, has been the appearance of the long promised pamphlet* from the practised pen of Mr. Butt, Q.C., M.P., on the Transfer of Land. It is manifestly the result of much labour and research on the part of its accomplished author; and may be described as containing a well-written statement of the evils connected with the present system of conveyancing, and an equally readable outline of a plan for simplifying the titles to real property. The subject is one on which an able writer, tolerably conversant with the present state of things, could scarcely fail to present something worth reading. Those, however, who are familiar with the various suggestions that have been from time to time made during the last dozen years, will not fail to observe that Mr. Butt offers in this publication few suggestions which have not been discussed over and over again. He takes up the subject in the spirit of a clear-headed and sensible lawyer, whose vocation has never been the practice of conveyancing, and whose knowledge of real property law has never been profound. He proposes what has been a hundred times proposed, but what has been as often treated as impracticable even by law reformers. He does not seem to be aware of this fact—that the real difficulties to be grappled with are difficulties of detail. Many writers have urged that as stock is transferable with ease, land should be made similarly transferable; but those who are willing to concur in this sentiment, generally feel that the obstacles in the way are such as cannot easily be removed. It is, therefore, disappointing to read through 129 pages of elaborate writing, by one who is really well qualified to throw light on most subjects, and after all find that the practical difficulties to which allusion has been made, are not fairly grappled with. These rounded periods, illustrated by well selected bits of antiquarian lore, show that the writer has taken pains with his theme; but we conclude the perusal of the work assured that, in so far as it seeks to advance the great object of simplifying titles to real property, this publication is all but a failure.

The *brochure* in question is in the form of a letter to Sir R. Bethell; whose addresses at Aylesbury, more than his proceedings in Parliament, stamp him as a professed reformer of real property law. He is at the outset reminded that the transfer of land is a subject that must be dealt with (in Parliament, we presume, and not merely on the hustings) in a manner worthy of statesmen. He is still more forcibly reminded that the old policy of English law was to facilitate the transfer of land.

Thus we arrive at the text, on which this lengthy discourse is founded. Lord Coke in his unbounded admiration of our legal system, and in language rather more imaginative than exact, happened to describe the Court of Common Pleas as a "MARKET OVERT for assurance of land;" although with all deference to so eminent an authority, it is hard to discover in what respect the phrase was applicable to a court in which nothing was ever sold. Between the sale of goods in market overt, and the transfer by fine with proclamations, there was little real similarity; otherwise, an enquiry into the title

* *The Transfer of Land, by means of a Judicial Assurance: its practicability and advantages considered, in a letter to Sir Richard Bethell, M.P., &c.* By ISAAC BUTT, Esq., one of Her Majesty's Counsel, formerly Professor of Political Economy in the University of Dublin. Dublin: Hodges and Smith; London: Ridgway. (p.p. 129.)

previous to the levying of a fine would, of course, have been unnecessary.

However, Lord Coke has styled the Court of Common Pleas, a "market overt," and Mr. Butt thinks that that court (or some other court) might really be made what Lord Coke somewhat fancifully styled it. This would be a compromise, safe and agreable to all parties between conservatism and revolution! Land is to be transferred from one owner to another in a manner *to some extent* resembling the transfer by fine and proclamations; and the Court of Common Pleas would, in the opinion of the writer, be the best tribunal, for the sake of old associations, if for no better reason. So much for the conservative aspect of the scheme. The other aspect is as different a one as could well be imagined; what connexion it has with the assurance by fine known to the old law of England, it is not easy to discover. The system known as the REGISTRATION OF TITLE system, is proposed. It is described as involving "the establishment of an office or registry—call it what you will—in which any man who can establish his title to a piece of land, may register his title to that land, and have in that registry conclusive evidence of his ownership."

Mr. Butt is then an advocate for the registration of titles, and objects to a registration of deeds, which (at least, as it exists in Ireland) he very justly brands as a "cumbrous contrivance for complicating titles." He proceeds next at some length to show that in Ireland transfers of land have, for the last six years, taken place through the medium of the Incumbered Estates Court. He does not, however, consider that a tribunal created for a special exigency should be continued after the exigency has ceased; nor does he propose to limit the application of his system to *incumbered* estates, passing under a judicial sale. *Every* owner of land should be entitled to make out his claim to be registered as an owner, and his claim to be so registered would undergo investigation by a tribunal to be created for the purpose, composed of a number of competent persons, "who, call them by what name you will, would, in fact, be conveyancing counsel. Their sole, or almost their sole duty should be the investigation of the abstracts of title that would be submitted to the court."

Mr. Butt is strongly of opinion that the duties of investigating titles should not be committed to any persons who have judicial duties to perform. The functionaries who are to have the control of the Registry must "give their whole and undivided powers to this particular duty." Were Lord Coke himself on the bench of the Common Pleas, and were that court to rise daily at one o'clock, p.m., after concluding its day's work, Mr. Butt would not have any investigation of title undertaken by the venerable occupants of the bench during their vacant hours. He considers that the functions of a judge and of an examiner of title are essentially different. The judge, he says, "is not bound to investigate for himself the abstract right of the case he decides. . . . . He sits to decide between two adverse parties, each of whom presents his case as he thinks proper. Upon the case so presented, and upon that only, he decides." It appears strange that so eminent an advocate should have this limited apprehension of the functions and responsibilities of a judge. Is he aware that the best equity judges are in the habit of relying more on their own private examination of the papers than on the case "as presented by the opposing counsel?" Does he remember Lord Eldon's avowal, that his mind was more frequently influenced by the arguments *not* pressed, and the cases *not* cited, by counsel? Is it not a matter of notoriety that a judge, some of whose words form a motto for this very publication—the Irish M. R.—bestows even more attention at home than he does in court upon every case brought before him? One more question on this point:—Have not three judges of whom he speaks in such eulogistic terms—those of the Incumbered Estates Court—personally perused the title to every acre of the three millions of acres already sold by them?

It appears then, that partly in consequence of a supposed incongruity between judicial duties and the duties to be performed by the members of the Court of Transfer, Mr. Butt would not confer this new jurisdiction on the Court of Chancery. Another reason he gives for concluding that the equity judges cannot be employed in this manner: He says:—"We spoil the Court of Chancery for its proper purpose of deciding equities between man and man, when we graft upon its rightful and wholesome jurisdiction the incidents of determining title to estates; of setting up lands to auction; of managing estates until they are sold. If we add to this the duties inseparable from the power of giving indefeasible titles, I believe we shall irretrievably damage that court for the purpose of its higher administration."

Now, without asserting that the registration of title ought to be under the control of the Court of Chancery—for many grounds may be urged for the creation of a new and distinct tribunal—I cannot but think that Mr. Butt is unfortunate in his reasons for preferring the Common Pleas to the Court of Chancery. Why do we damage a court by conferring on it increased powers? Was the court (for example) damaged by being enabled to make a *vesting order*, instead of the circuitous process formerly resorted to in cases of infant trustees? If not, may not the court innoxiously to itself, be enabled to make an order vesting any estate, on the occasion of any sale, in the purchaser? Why should one branch of equity jurisdiction be "higher" than another? Is the granting of an injunction to prevent a counterfeit of Holloway's pills, a "higher" function, than would be an order vesting the estate of A. B. in C. D., who has paid fifty thousand pounds for it? Mr. Butt, moreover, overlooks the important fact that the Court of Transfer would be more constantly engaged in determining on equitable than on legal interests; surely this is a reason for confiding these powers to a court of equity rather than to the Common Pleas, or to any tribunal under the control of the Common Pleas.

So far as Mr. Butt has touched upon matters of detail, it seems to me that he has impaired the value of his suggestions. Taken by themselves, they substantially include the propositions which the advocates of a system of registration of title have for several years supported. His main suggestions are appended in his own words:—

"1. I propose the establishment of a great public record of the ownership of landed estates, the appearance upon which of the name of any person as the owner of an estate should be conclusive evidence, for all purposes, that he is so.

"2. The institution of a system of judicial assurance, under which any person desirous of selling his estate might confer an indefeasible title upon the purchaser. If he was himself entered on the public record as owner—by a short transfer, and the substitution of the purchaser's name for his own. If he was not so entered—by adopting the means necessary to establish his title.

"The record should be under the control of a tribunal armed with the powers, and provided with the machinery, necessary for the investigation of the title of every claimant, and all transfers by record should take place under the control of the same tribunal.

"The recourse to such a record should be perfectly optional with each individual owner.

"It might be adopted either for the purpose of quieting his own title, or of an assurance to a purchaser from him.

"In the case of compulsory sales of property at the instance of creditors, any person interested in the sale might compel a resort to this mode of assurance.

"It should, however, be equally applicable to all transfers of property, whether judicial sales or private ones.

"In the instance of all devolutions of property, whether by descent or devise, the tribunal controlling the record should have power to enter the name of the successor. The owner of a limited or a partial estate to be entered on record for such limited or partial estate.

"The record of the ownership of any estate should be accompanied by a map defining it, upon a scale large enough to admit of easy and distinct reference to each parcel.

"Unless a new Court of Wills be instituted, all wills affecting any estate on the record should be entered in a separate book, and referred to by figures of reference from the record of ownership.

"Assurances *settling* any of these estates might be made by a public act to be entered of record, and preserved to guide and direct the future entries of the names of owners.

"With respect to *incumbrances*, if deemed desirable, a book might be kept by an entry in which any estate already entered on record might be charged with a sum of money by a process as simple as that by which the ownership could be transferred. If it were deemed undesirable so to facilitate incumbrances, provision ought to be made, that to each person recording himself as owner, an exemplification of the entry, under the seal of the court, should be given,—that no future transfer could be effected without the production of this, or accounting for its loss; and that the deposit of this should have the same effect in equity as the deposit of title deeds."

Such are the outlines of Mr. Butt's scheme for facilitating the transfer of land, and for simplifying titles: objections may be urged against several of them, but I apprehend, nevertheless, that if any extensive reform takes place in our conveyancing system, it must, to be efficacious, proceed upon the principles which Mr. Butt has adopted. The difficulties of detail he does not fairly meet; but his leading ideas, if not perfectly new, are deserving of the close and earnest attention of all who take an interest in this important question.

TESTAMENTARY JURISDICTION AND SUPERINTENDENT REGISTRARS OF BIRTHS, DEATHS, AND MARRIAGES.

To the Editor of THE SOLICITORS JOURNAL & REPORTER.

It is understoodthat Government, in the present sessionn of Parliament, intends to introduce a bill for the aboli-

tion of the ecclesiastical courts, so far as relates to matters testamentary, and for the substitution, in lieu of the existing courts, of other modes of procedure, more especially with reference to the registry of wills and the obtaining of probates and administrations.

It is not the object of these remarks to discuss the question of the abolition of the existing courts. The expediency of the abolition is assumed.

With reference to matters testamentary there exists both a contentious and a non-contentious jurisdiction—the duties required in the one jurisdiction being judicial, and in the other merely ministerial; and the leading principle which it is respectfully submitted ought to be strictly observed in legislating on this subject is the keeping entirely distinct the contentious jurisdiction from the non-contentious, and the judicial duties from the ministerial.

The ministerial duties in relation to matters testamentary may be said to comprise chiefly the registration of original wills or copies, the preparation and custody of indexes, the administration of oaths, and the performance of all formal business relating to applications for and the obtaining of probates and administrations.

Assuming that the Legislature will establish one general court of probate and one general registry of original wills for the whole kingdom, or that, acting on the second report of the Chancery Commission, dated the 11th day of January, 1854, the Legislature will establish district courts of probate and registry for districts, about thirty in number, "each of such districts to comprise some county or counties, or some known division of a county or counties." It is proposed by the following remarks to show that superintendent registrars of births, deaths, and marriages are public officers most eligible to perform efficiently, in their various districts, the ministerial duties above specified.

In order to show their eligibility it is desirable to state in detail what are the present duties of superintendent registrars, and what are their districts.

Under the Poor Law Amendment Act of 1834, England and Wales have been divided into separate districts or unions for poor law purposes.

In the year 1836 an act was passed for the registration of births, deaths, and marriages, and by that act each poor law union was formed into a separate district for registration purposes, and provision was made for the appointment to each district of an officer, called the "superintendent registrar of births, deaths, and marriages" in the district or union, and the clerks to the guardians of the poor were made superintendent registrars in their respective districts. Each of those districts or unions was divided into sub-districts, and subordinate officers, called "registrars," appointed for the registering of births and deaths in these sub-districts.

By another act of 1836, for marriages in England, the superintendent registrars of births and deaths became also the superintendent registrars of marriages in their respective districts or unions. The registrars of births and deaths in the sub-districts comprised in each union, are placed under the management of the superintendent registrar of the district or union, and are required to register births and deaths in their sub-districts, and to deliver quarterly the original and copies of the registers to their superintendent registrars, but they have no jurisdiction or duties with respect to marriages.

Having, therefore, stated the nature of the office of superintendent registrars, and the relation of their office to that of registrars of births and deaths, it is proposed to give a short summary of the duties of superintendent registrars, for the performance of which they are paid by fees out of the Consolidated Fund.

1st. The quarterly examination of the copies of the original entries made by registrars of births and deaths, and the transmission of the copies to the Registrar-General in London.

2ndly. The sole custody and care of the registers of all births and deaths, and of marriages of all denominations, both Churchmen and Dissenters.

And 3rdly. The preparation and custody of indexes of those registers.

The superintendent registrars are paid by fees for their other duties, shortly enumerated under the following heads:—

1st. The issuing, when required, of certified extracts from the registers.

2ndly. The receiving notices of, and issuing certificates for, marriages, or receiving and registering caveats against marriages.

3rdly. The granting of marriage licenses.

And 4thly. The registration of chapels for the solemnisation of marriages, and the certifying of chapels as places of religious worship. There is another fact in relation to the office of superintendent registrar which has an important bearing on this subject. By the act of 1836, for registering births, deaths, and marriages, the guardians of the several poor law unions are required to provide and uphold register offices for the due preservation of the registers.

Whatever may be the ultimate decision of the Legislature as regards the establishment of a general court of probate, with a general registry, or of district courts of probate and registry, it is respectfully submitted—for the following reasons, that either the originals or copies of all wills and administrations of persons dying in a superintendent registrar's district should be deposited and registered at the office of the superintendent registrar, and that superintendent registrars should be entrusted with the discharge of all ministerial duties relating to wills and administrations of persons dying in their respective districts.

1st. The districts of superintendent registrars have been well arranged with a view to area and population.

In proof of this it may be mentioned that these districts are not only for the most part co-extensive with the originally formed poor law unions, but have since been recognised and adopted in most cases for county court districts. They are also well known and generally recognised divisions of the country.

As these districts are not too extensive in area or population, the offices of superintendent registrars are conveniently accessible from all parts thereof for the purpose of registration, and search and applications for probates and administrations. It would appear, therefore, that the adoption of these districts for deposit and registration, of either originals or copies of wills, is calculated to confer on the public all the advantages resulting from a well-advised scheme of local registration.

2ndly. Superintendent regisrtars are already invested with the duties of surrogates in relation to marriages, being empowered to grant marriage licences.

3rdly. Superintendent registrars are entrusted, as before observed, with the custody of the original registers of births, deaths, and marriages, and are provided at the public expense with fire-proof depositories for the proper keeping of the same.

4thly. Similar means for access to, and inspection of, wills and copies, at the office of superintendent registrars, can be provided as now exist in relation to registers of births, deaths, and marriages.

5thly. Superintendent registrars have proof of the deaths of all persons dying within their districts (which no other local public officer possesses), and are, therefore, in a position to afford early information to the Inland Revenue Office.

And 6thly. Superintendent registrars, being appointed by the guardians of the poor, who are elected by the ratepayers, may be considered, as a body of public officers, to possess the confidence of the country.

It is submitted that the contentious and non-contentious jurisdictions, in relation to matters testamentary, should be kept separate; and that this be effected by keeping the registry of wills and all ministerial duties, similar to those now performed by surrogates, entirely distinct from the courts or offices empowered to grant probates and administrations; and, inasmuch as superintendent registrars are public officers entrusted with the custody of public documents, and have duties, in many respects, analogous to duties ministerial, in relation to matters testamentary, that, as regards the registry and deposit of wills and administrations, either the originals or copies of wills, and administrations of all persons dying in the district of a superintendent registrar, should be forwarded to his office, for deposit and registry, and for convenience of search and inspection; and that, as regards the applications for probates and administrations, and the administration of oaths, and the performance of all duties in relation to matters testamentary, now performed by surrogates, the superintendent registrars should be entrusted with the discharge of those duties in respect of all persons dying in their several districts, and should be appointed public officers for those several purposes, acting under the immediate control and superintendence of the principal officer of a general registry office, or, as the case may be, of the principal officer of the local registry office for the district, of which the superintendent registrar's district forms part.

It may be observed, in conclusion, that in a measure proposed by the Manchester Commercial Association, in relation to the registration of partnerships, superintendent registrars are suggested as the most eligible public officers for the registration of partnerships within their respective districts, and

that, should a measure be passed providing for a local registration of titles, the reasons given in this paper equally apply in favour of the adoption for such a registration of superintendent registrars districts, and the eligibility of superintendent registrars to perform the duties of local registrars of titles.

Review.

The Practice of the New County Courts, &c. By JOHN FREDERICK ARCHBOLD, Esq., Barrister-at-law. Seventh Edition. Shaw & Sons.

The Law and Practice of the County Courts, &c. Seventh Edition. By MORGAN LLOYD, Esq., Barrister-at-law. John Crockford, Essex-street.

We scarcely know the copyright of which, were we speculators in books, it would give us more satisfaction to become the assignees, than that of a really good County Court Practice—for there are few works for which the demand can be more general or more frequent. It is not every one who can attain the joys of Westminster Hall—*non cuivis adire Corintho*—but where is the man who, at some time or other, may not hope to figure in a county court? Indeed, if they add to those much enduring tribunals a testamentary jurisdiction, it will be as difficult to avoid such fate as it is to escape altogether that corner of the *Times* which is sacred to the births, deaths, and marriages of her Majesty's lieges.

To meet this universal want a full supply has been, from time to time, created by the economists who regulate our legal Exchange; and from the year 1846, when the new system of local courts was first established, fast and furious has been the storm of instruction showered down upon us from all quarters. Neither Lord Chancellors nor the Legislature have been wanting to the prayers of authors. Lord Brougham, indeed, could not with propriety write a treatise on the practice to be followed in his favourite tribunals, but he had already done excellent service in their cause; and Lord Cranworth has just contributed "rules" of great length, in substitution of those formerly in force; and the Lords of the Treasury have issued their "instructions," and Parliament has imparted its views in at least four statutes, all of them more or less contradictory of the others, all in full force, and each and all productive of much satisfaction to the explainers of county-court mysteries and their respective publishers. For some of these, however, we apprehend the harvest of materials has come in a little too fast. An edition, be it ever so good, does require a little space before it can be digested by the buying public, and we fear that the *seventh* edition of the "Practice of the New County Courts," which Mr. Archbold has just produced, must have pushed its elder brother out of the way a little prematurely, inasmuch as *he* was born as lately as the long vacation in 1856. However, that is no concern of ours; for we are bound, in all charity, to believe that the *sixth* edition has been fairly sold off, and that the seventh is not an impostor in a new title-page, and with a few leaves added or cancelled to suit. If it were not so, indeed, we should feel it incumbent on us to protest here indignantly against a trick of the trade, which is not an uncommon one; and which could not be defended even by a somewhat loose moralist—resembling, as it does, too closely, the plan of putting new wine into old bottles;—a foolish expedient (as we know), and often a very knavish one besides.

It appears to us that there are two plans on which a treatise on the practice of the county courts may be written, and that each of them is good in its way. One of these is to aim at furnishing the practitioner with a volume containing all he can possibly or reasonably require, in order to conduct to a creditable issue the cause or proceeding he may have in hand, without having occasion to resort to any further aid—to give him, in short, a book which he can pack up in his carpet-bag, and feel happy in the remembrance on his way to the court of the district, without caring for the treatises on different subjects which adorn his shelves at home. To succeed in this endeavour, however, a large and (consequently) an extensive work is necessary. It must be remembered that the law of Westminster Hall is, or should be, the law of each of the 500 county courts which the country enjoys; and that the practice of that Hall is also to a great extent followed in each; or, as a model for imitation, is useful to the attorney *arguendo*, and to the judge himself. Moreover points of law and practice, particularly in reference to contracts and to the rules of evidence, arise as frequently and are as hotly contested in causes put in suit in the local tribunals, as in those which are tried before Lord Campbell and his colleagues. Hence such a work as we have hinted at should not merely comprise a correct exposition of the acts themselves, of the miscellaneous statutes under which in certain cases proceedings may be taken in the county court, and of the rules of court, but should treat in detail many heads of general law and practice, and especially the two subjects of contract and evidence to which we just now referred. Such a work we believe would be peculiarly acceptable to the country practitioner; and none of those we have hitherto seen, thoroughly supply the want.

The other plan is far less ambitious, and is simply to give the acts themselves, rejointed, and put into as readable a form as possible, with the omission of all "whereas's" and "it is enacted's," &c., and to notice briefly the comparatively few points of construction, or of law, appertaining to county courts in common with other inferior courts, which have been drawn from the judges on rules for prohibition, or on county court appeals. And this plan is consistent with a moderate size and a reasonable price,—though there be added a full appendix of rules and tables, and an index as complete as Tidd ever compiled.

Mr. Archbold's book belongs to the last-mentioned rather than to the former division. It contains, indeed, a chapter on evidence chiefly extracted from his own valuable work on *Nisi Prius*; and there are chapters on the proceedings which may, in some cases, be had in the county court for the district under the protection acts; or, against debtors, under the 8th & 9th Vict. c. 127. But, in other respects, it adheres pretty closely to the less pretending of the two methods. That it is accurate and clear as far as it goes, no one who is at all acquainted with Mr. Archbold's earlier works will doubt. And as it would give us sincere pain to stumble upon an error in one whom we have always considered as a master in the art of compilation, we have not even attempted the ungracious task.

As compared with Mr. Archbold's work, that by Mr. Lloyd has a greater affinity to the more elaborate of the two classes of treatises we have mentioned, in that its pages are in the proportion of 725 to 295. Moreover the chapter on evidence is much more complete in its design. But its more ambitious tendencies are exhausted in these efforts; nor do we think there has been attained, in any considerable degree, that clearness of expression, combined with accuracy of detail, which appears to us at least to be absolutely essential to the full success of either plan of construction. Yet Mr. Lloyd appears to be almost nervously anxious to lose no aid which the insertion of numerals, of divisions and sub-divisions, and the intermingling of *bourgeois* and *pica* can bring to the task. We will take as an example of our meaning the commencement of the second Book—The Officers—which Mr. Lloyd begins as follows:—

"CAP. I.—THE JUDGE.

"I. *His Appointment and Qualification.*

"It will be seen, on reference to the provisions of 9 & 10 Vict. c. 95, that the appointment of the judges, with certain exceptions presently to be noticed, is vested in the Lord Chancellor.

"The exceptions are, 1st, *of* certain districts specially named in the act; and, 2ndly, *of* certain cases which may hereafter arise.

"The exceptions specified are—

"1. The then existing judges of the local courts of Bath, Bristol, Liverpool, and Manchester.

"2. The district of Sheffield, of which John Parker, Esq., the then steward, was to be the first judge.

"3. The district of Eccleshall, of which Daniel Maude, Esq., the then steward, was to be the first judge.

"4. In the county of Middlesex, of any district of which, at his option, the then county clerk was to be the first judge.

"5. In the towns specified in schedule C, when any order shall be made for holding a county court there, the lords of the manors and liberties mentioned in the schedule were entitled to appoint to the next vacancy after the passing of the act persons properly qualified according to its provisions, subject to the approval of one of the Secretaries of State.

"The power of appointment thus vested in the Lord Chancellor is also limited to the selection of persons having certain qualifications defined by the statute. He appoints, therefore, subject to these conditions, and any appointment of an unqualified person would be void.

"No person is eligible for the appointment of judge, unless he be either—

"1. A barrister-at-law of seven years' standing.

"2. A barrister-at-law who shall have practised as a barrister and special pleader for at least seven years.

"3. A barrister (even of less than seven years' standing) who had been appointed to preside in any of the local courts named in schedules A. and B., by whatever title.

"4. An attorney holding the like office.

"5. Any person filling the office of the county court, or county clerk, in the same county, at the passing of the act."

Now, the above passage, in more than one part, is ungrammatical, and its statements are not easy to be understood, even if an *equitable* construction be alone attempted. In the second paragraph, for example, the two "ofs" we have printed in italics are redundant, and that in a way to create confusion;

but it is a still graver fault to leave the reader permanently in doubt as to what the author may intend by the second branch of the exceptions, those cases—namely, "which may hereafter arise," but of which we hear no more; while it is worst of all to create an unnecessary puzzle, as to whether "John Parker, Esquire," some time steward of the manor of Stafford, has or has not any connection with the present Sheffield County Court, or whether "Daniel Maude, Esquire," still reigns in the manor of Eccleshall. Then again, when Mr. Lloyd, in describing those persons who are now eligible for the appointment of judge, prints the two paragraphs in the above quotation, numbered 3 and 4,—the expressions used by the Legislature in 9 & 10 Vict. c. 95, s. 9, are travestied in such guise as to render them hopelessly unintelligible. "An attorney holding *the like office*." Which office? we ask, in sad perplexity.

The truth is, the exceptional cases placed by Mr. Lloyd at the commencement of the subject are, so placed, extremely puzzling; and, moreover, to the general mass of readers they are utterly unimportant. It would have been better to have laid down shortly and broadly the present rule of qualification for judges,—adding that at the first establishment of the system, there were certain persons, already judges of local courts then or thereafter to be adopted into the general system, who were preserved by the act in their offices without regard to that qualification; and if this course had been adopted, Mr. Lloyd would have been under no temptation to proceed as he does in the next page with the following sentence, which we confess conveys to ourselves not even a *scintilla* of meaning:—

"APPOINTMENTS TO VACANCIES.

"The latitude of appointment allowed in certain cases of judgeships, to supersede pre-existing judgeships of local courts, is limited to the appointment of the first judge."

It may perhaps be urged, that in a book such as that under our notice, it savours of purism to object to style, or indeed to anything short of bad law; and in deference to this opinion (in which, however, we cannot bring ourselves entirely to concur), we notice, in conclusion, a part of Mr. Lloyd's work we are able to praise, as containing the law correctly and fully given; and we doubt not there are many other portions which would equally stand the test of close examination. We allude to his chapter on appeals, and more particularly to that part of it which treats of the *costs* of appeal. The statement Mr. Lloyd makes upon this subject is moreover much fuller and more satisfactory than that given by Mr. Archbold, who most unaccountably makes no mention whatever of *Gibbon* app. *Gibbon* resp.; *Leidmann* app. *Schultz* resp.; *Foster* app. *Smith* resp. 18 C. B. 156 (by the way, this last case has escaped Mr. Lloyd also); or *Mountney* v. *Collier*. It appears to us, however, that both authors have failed to observe a distinction which the courts appear inclined to draw between those cases in which the judgment of the court below is *affirmed*—and in which the costs follow as a matter of course unless the contrary be expressed by the court at the time of delivering their judgment (see *Cannon* app. *Johnson* resp., 21 L. J., Q.B. (N.S.) 164),—and those cases in which the judgment of the court below is *reversed*. For it seems to us that it is in reference to this latter class of cases only, that any difference of opinion has been manifested between the Queen's Bench on the one hand, and the Common Pleas and Exchequer on the other.

Mercantile Law Conference.

On Thursday, January 29, at 11 a.m., the Conference re-assembled at Willis's Rooms; Lord Brougham in the chair.

The CHAIRMAN said, as codification was one of the subjects set down for consideration that day, he wished to observe that he had but little hope of any digest, whether of the whole law or of any portion of it, being successfully carried out. This, he said, in order to prevent future disappointment. The history of the attempts which had been made to codify the criminal law showed that his apprehension was well grounded, and he now almost despaired of any digest. There was but one way in which such an object could be secured, and that was by Parliament reposing entire confidence in those who were employed to prepare a digest, and not interfering with regard to details. Although he despaired of codification, he did not despair of improvement by means of such practical suggestions as would emanate from that conference. (Hear.)

Mr. LEONE LEVI then read a paper on the practicability of securing a commercial code. In this paper it was remarked that the first step towards the accomplishment of the object in view was the removal of the differences which existed between the commercial laws of the separate branches of the United Kingdom. With a view to the effecting of this object, it was desirable that those statutes which related to mercantile matters should be separated from the other enactments, and simplified, and that a similar course should be adopted in reference to the various decisions at common law.

Mr. ENTWISTLE, formerly M.P. for Lancashire, then read a paper "On the Registration of Partnerships," which emanated from the Manchester Commercial Association, and was to the following effect:—

"The experience of every man who has conducted any extensive commercial operations will probably have afforded many instances in which great advantage would have been derived from a ready access to the best and fullest information as to the number and names of the partners in any firm with whom his business may have brought him into contact, the nature of their occupation, and the term for which it was originally constituted, inasmuch as there are many cases in which partners have retired or died out where the character of the business has been totally changed without any public intimation of the altered circumstances of the firm. The principle (which has been recognised in the case of joint-stock companies, not only for the execution of great public works, where parliamentary powers or a charter from the crown are required, but also for the conduct of ordinary trading operations) must soon be extended to every other case where any partner is desirous of limiting his obligations for the debts of the firm to a definite sum fixed by legal deed, and capable of being accurately known by any one whom it may concern. Such a measure would involve the constitution of a department for the registration of all such partnerships as should be contracted with any specific reservation or limitation of liability; and if these should, as may well be expected, become numerous, the deficiency of similar means of information regarding other partnerships would immediately become the more striking, and could hardly fail to result in a general measure for the registration of the names, extent of obligation, and term of partnership of every partner engaged in any business in which two or more persons should have a common interest and responsibility. In granting privileges such as those contained in the Joint Stock Companies Act, or in the Partnership Amendment Bill, for exempting certain partners who may desire and place such an intention on record from the ordinary obligations of unlimited liability imposed by our law, the Legislature was entitled to make a full disclosure of the terms of the original contract a condition preceding the grant of such exemption. But with ordinary partnerships, where no such exemption is sought or intended, the case is different. Here no special inducement can be held out to any firm to place themselves upon the register so long as they keep clear of any legal proceedings; and the attempt to compel registration solely by the infliction of penalties is open to grave objections. It is proposed to disable any firm from recovering a debt until it shall have been registered. Considering the vast facilities for information which such firm, in common with the whole commercial world, would derive from the proposed constraint upon all other firms to comply with the law, it will hardly be deemed to be a very severe one; and to provide that either upon the written application of any person desirous of information, or without such application, the registrar may require full information, and upon failure to comply with his demand for a specified time, may inflict certain penalties."

Mr. ARTHUR RYLAND said that the suggestion that partnerships might be sued in the name of the firm was the law of Scotland, and would be a great improvement, but would not render registration unnecessary, as a plaintiff, when he had signed judgment, would not know against what parties he could issue execution. Mr. Ryland then pointed out some objections to the scheme of the Manchester Association, and laid before the Conference a plan which he had prepared, and which he thought would be more simple, more acceptable to the mercantile community, and, consequently, more efficient. He proposed the registrar of joint-stock companies, instead of the registrar of births and death, as suggested by the Manchester scheme; and he omitted matters not necessarily connected with registration, proposing to leave all other points for consideration in connection with a consolidation of the partnership laws.

After considerable discussion, it was resolved that the registration of partnerships was desirable, and that a bill to secure that object should be introduced into Parliament; also,

that the operation of the bill should not be confined to persons who were traders under the provisions of the bankruptcy laws, but should extend to all kinds of partnerships, whether trade or professional.

Mr. HASTINGS then read a paper, prepared by Mr. Robert Slater, on the 17th section of the Statute of Frauds, which stated, that there is no comparison to be drawn between the position of England as a commercial country in 1678, when the Statute of Frauds was enacted, and its trading importance at the present day. Woollens and cutlery were then the only branches of manufacture of any importance. The silk manufacture can scarcely be said to have been established until after the revocation of the edict of Nantes, in 1685, which led to the Protestant refugees locating themselves as silk-weavers in Spitalfields. The cotton trade—the leading branch of our manufacture at the present day—was not introduced for upwards of 100 years afterwards, and until the successful application of machinery continued comparatively small. Banks had not been established. There was no public debt until after the revolution in 1688; and for many years afterwards the "funded system" was not of such importance as to call for the intervention of a single stockbroker. With the exception of Virginia and New England, in America, and a few insignificant settlements then recently established in the West Indies, England possessed no colony of any importance. There could, therefore, have been no colonial brokers as intermediate agents between the importer and wholesale dealer. There were no joint-stock companies in those days, with the exception of the East India Company; but that body of adventurers, who had managed even at that early period to secure a monopoly of trade in their own favour, was composed of only a few leading merchants who managed their affairs themselves. There were therefore no share-brokers required for the sale or transfer of stock. The great bulk of the people was in a state of deplorable ignorance compared with the trading classes of the present day. The statute was a virtual prohibition against all persons entering into trade who could neither read nor write, at a period, too, when these attainments must have been extremely rare.

In its operation the 17th section is not only vexatious in its provisions, but unnatural in its character, from being antagonistic to the confiding habits of individuals. It has consequently been a most fertile source of litigation. The difficulty of defining what is, and what is not, within the statute, particularly as to delivery and acceptance, invests the law with a degree of mystery and doubt beyond the comprehension of ordinary men engaged in trade, and exposes them to the risk of being constantly plundered by designing persons. The very principle of giving something "to bind the bargain" is barbarous in the extreme, and unworthy of a civilised age. This section of the Statute of Frauds is used as a weapon in the hands of a dishonest buyer, whose object is to repudiate a bargain which intentionally he may not have ratified, while it is powerless in the hands of a man who has an honest claim to have the bargain fulfilled. It is neither a protection to a buyer in a rising market, nor to a seller in a falling one.

Where parties dealing are strangers to, or suspicious of, each other, it may be safely left to their own judgment to annex such conditions as they may deem necessary to ensure the fulfilment of a contract. This is the practice in general, notwithstanding the existence of this obnoxious section; and such would certainly continue were that section repealed to-morrow, confidence between man and man being felt, as a rule in all ordinary contracts, to be a sufficient guarantee for their fulfilment. There are houses of business in England where verbal contracts exceed one hundred thousand in number every year. In a commercial population, therefore, of twenty-seven millions of people spread over the United Kingdom, whose existence is almost entirely dependent on buying and selling, the enormous number of verbal contracts arising amongst them baffles all human conception. It is futile to say that traders are governed by the Statute of Frauds in their business transactions with each other. They are governed by the common impulses of human nature, and by the confidence which every man is willing to place in the good faith of his customer. It is altogether a work of supererogation to attempt to regulate by law the operations between man and man on principles inconsistent with the confiding habits of the people. It is not that the existence of such a law has prevented dispute and consequent litigation between parties, but that people have never troubled themselves as to its provisions, and, as a rule, are upright and honest in their dealings with each other, on the common principles of expediency, as well as morality, without even knowing, far less caring, about the boundary lines laid down for their government by this section of the statute. It is apprehended by some persons that by a repeal of the section the present practice of delivering bought and sold contracts for colonial produce, shares, stocks, &c., may by possibility be compromised, and a system of fraud be introduced, under the authority of law, by which verbal contracts in respect to such transactions might have equal force as the system of written contracts at present in use. But no such result need be dreaded, as the natural consequence of a repeal of the 17th section. In Scotland and our colonies, as well as in every country on the face of Europe where the principle comprehended in that section has never been adopted, all dealings of that class are effected through the intermediate agency of brokers, or by the exchange of written contracts between merchants, as in this country. It is the mercantile usage, which is not a custom merely, but a law of itself, against which there is no higher law in opposition. Mercantile usage commands the same supremacy in this country, and there is nothing in the proposed repeal which could in the least degree affect it, as it is founded on the most unexceptional principles of morality and expediency. But were there likely to be any foundation for such fears, nothing is easier than to obviate it by an enactment specifying the exceptions where written contracts alone shall be held to be binding.

It was moved that the clause in question ought to be repealed, and an act passed dispensing with the mention of any amount, and providing that in specified contracts the agreement should be reduced to writing.

The resolution was ultimately adopted.

DEPUTATION TO LORD PALMERSTON.

On the afternoon of Friday, the 30th ult., a deputation from the Conference had an interview with Lord Palmerston.

Lord BROUGHAM, in introducing the deputation, said that the Conference had been of a most satisfactory nature in many respects, particularly in the general disposition of the members to confine themselves to practical and attainable objects. The importance of the Conference was only equalled by that which was held four years ago for the assimilation of the mercantile law of the three kingdoms. The unanimity which prevailed on the present occasion was the more remarkable because the scope of the Conference was more widely extended, and the subjects incomparably more numerous and important. The amount of compensation, £28,900 a year, pressed greatly upon the suitors, because the whole was paid out of fees. There was also the burden of officers' salaries, and the conference expressed a hope that it would be found practicable to throw these burdens off the shoulders of the creditors on to the consolidated fund. As to the offices of manager, broker, and accountant, the conference was of opinion that those offices might be abolished, and the duties discharged by the official assignee (Hear). There was also great dissatisfaction with the system of appeals, the present system being extremely burdensome to the parties; and one great evil was, that the appeal was made from the judge who knew all the circumstances, and had the power of knowing the conduct of a bankrupt, to a judge who had not had such opportunity, and who, to a great extent, must be ignorant of the real state of the case. It had been very much complained of that there was a very irregular attendance of the Bankruptcy Commissioners, and a strong feeling prevailed that their more regular attendance should be rendered compulsory. There was also a general feeling that the bankruptcy and the insolvency should be placed under one tribunal, and that traders and non-traders should be placed in the same category. They were also of opinion that the winding-up jurisdiction should be transferred to the Bankruptcy Court, so that such proceedings as had been recently witnessed, of cases being bandied about from one court to another, might be done away with. The conference had expressed an opinion that Mr. Crauford's Judgment and Execution Bill should, without delay, be passed into law (Hear, hear). Upon the subject of the general registration of partnerships there was a very general concurrence. The noble and learned lord then spoke of the decisions of the conference on the Statute of Frauds, tribunals of commerce, and the other matters which had been under discussion.

Lord PAMERSTON assured the deputation that the Government would give the greatest possible attention to the matters which Lord Brougham had explained. Any representation coming from such a meeting as that representing the great

commercial interests of almost all the great commercial towns of the country, must necessarily command the attention of the Government; and the high authority of the noble lord who had been chosen as the organ of the meeting—were he alone in the room—would be sufficient to command the greatest deference and respect on the part of the Government.

Law Amendment Society.

FOURTEENTH SESSION—SEVENTH GENERAL MEETING.

FEBRUARY 2nd, 1857,

LORD BROUGHAM took the Chair at eight o'clock.

Amongst those present were — Mr. Pitt Taylor, Mr. F. Hill, Mr. Edgar, Mr. Tudor, Mr. W. Hawes, Mr. E. Field, Mr. E. Laurence, Mr. Reed, Mr. Howell, Mr. Vaughan, Mr. John P. Foster, Mr. Teulon, Mr. W. White, Mr. Neil Baillie, Mr. Roche, Mr. C. Webster, Mr. A. Hill, Mr. Back, Mr. Stuart Glennie, Mr. Wingrove Cooke, Mr. Crewe, Mr. Salomons, &c.

The following gentlemen were balloted for and elected—Robert Miller, Esq.; John Benjamin Smith, Esq, M.P.; Thomas Dunn, Esq.; Arnold White, Esq.; John Jamieson, Esq.; Francis Codd, Esq.; William Loxham Farrer, Esq.; G. R. Longden, Esq.; Thomas Lott, Esq.

LORD BROUGHAM mentioned that the London Trade Protection Society had become a corporate member of the Society.

Mr. HOWELL then read a paper on the Law of Partnership, and in the course of the discussion on it, Mr. Lawrance mentioned that there was a female who had lodged in the Royal British Bank the sum of £46, which, by the payment of the dividend, had been reduced to £35. She had obtained judgment and execution against the official manager, and she had, by her attorney, been induced to take out nine summonses against nine separate shareholders, the costs of which must largely exceed the entire amount of her original claim. He regretted that this attorney was not present, that he might mention his name in order that he might expose the acts of those legal cormorants who had brought disgrace upon that profession of which he had the honour to be a member. He had been now thirty years practising as a solicitor, during which time he had seen a great deal of misery arising out of the defective state of the law, but the misery he had seen arising from the Royal British Bank was in itself greater than the aggregate of all that he had witnessed during his professional career.

The society then adjourned till Monday next, the 9th of February, at eight o'clock, to consider the report on the Testamentary Jurisdiction.

Orders in Chancery.

GENERAL ORDERS AND RULES OF THE HIGH COURT OF CHANCERY, ISSUED BY THE LORD HIGH CHANCELLOR, JAN. 30, 1857.

WHEREAS of late years various alterations have taken place in the practice and procedure of the Court of Chancery, whereby certain of the fees heretofore allowed to the solicitors of the court have ceased, and others of such fees have become inapplicable to the duties which the solicitors have to perform; and it is desirable that a new and revised list of fees should be made.

Now, upon consideration thereof,

The Right Honourable Robert Monsey, Lord Cranworth, Lord High Chancellor of Great Britain, with the advice and assistance of the Right Honourable Sir James Lewis Knight Bruce and the Right Honourable Sir George James Turner) the Lords Justices of the Court of Appeal in Chancery), the Honourable the Vice-Chancellor Sir Richard Torin Kindersley, the Honourable the Vice-Chancellor Sir John Stuart, and the Honourable the Vice-Chancellor Sir William Page Wood, doth order and direct as follows:—

1. The several orders and parts of orders following are discharged, so far as regards all costs incurred subsequent to the time when this order comes into operation;

The order of the 26th day of February, 1807, except so much thereof as is mentioned in the second schedule hereto.

The sixth schedule to the order of the 26th October, 1842.

The 121st section of the order of the 8th May, 1845.

So much of the thirty-third section of the order of the 22nd April, 1850, as relates to the fees to be charged by and allowed to solicitors.

The fourth section of the order of the 7th August, 1852, and the schedule A. appended to such order.

The fifth section of the order of the 23rd October, 1852.

2. Solicitors are to be entitled to charge and be allowed the fees set forth in the column headed lower scale in the first schedule hereto, in the several cases following, unless the court shall make order to the contrary; that is to say,

1st. In all suits by creditors, legatees (whether specific, pecuniary, or residuary), devisees (whether in trust or otherwise), heirs at law or next of kin, in which the personal or real, or personal and real estate, for or against or in respect of which, or for an account or administration of which, the demand may be made, shall be under the amount or value of £1,000.

2ndly. In all suits for the execution of trusts in which the trust estate or fund shall be under the amount or value of £1,000.

3rdly. In all suits for foreclosure or redemption, or for enforcing any charge or lien, in which the mortgage whereon the suit is founded, or the charge or lien sought to be enforced, shall be under the amount or value of £1,000.

4thly. In all suits for specific performance, in which the purchase money or consideration shall be under the amount or value of £1,000.

5thly. In all proceedings under the trustees relief acts, or under the trustee acts, or under any of such acts, in which the trust estate or fund to which the proceeding relates shall be under the amount or value of £1,000.

6thly. In all proceedings relating to the guardianship or maintenance of infants, in which the property of the infant shall be under the amount or value of £1,000.

7thly. In all proceedings by special case, and in all proceedings relating to funds carried to separate accounts, and in all proceedings under any railway or private Act of Parliament, or under any other statutory or summary jurisdiction, and generally in all other cases where the estate or fund to be dealt with, shall be under the amount or value of £1,000.

3. In all other cases solicitors are to be entitled to charge and be allowed the fees set forth in the column headed higher scale in the first schedule hereto, unless the court shall make order to the contrary as to all or any of the parties.

4. The fees of court, now collected by means of stamps, are to be reduced and varied as set forth in the third schedule hereto.

The fees set forth in the column headed lower scale in the third schedule hereto are to be paid in all cases in which the lower scale of fees is to be charged by and allowed to solicitors, under the provisions of the second section of this order; and the fees of court set forth in the column headed higher scale in the third schedule hereto are to be paid in all other cases.

The solicitor or party instituting any proceeding in respect of which he claims to pay the fees of court according to the lower scale, is to file with the Clerk of Records and Writs a certificate in the form hereunder set forth, of which certificate the Clerk of Records and Writs is, at the request of any solicitor, or any party acting in person, in the suit or matter, to mark a copy.

On production of such copy of the certificate, the officers of the court are to receive and file all proceedings in the suit or matter bearing stamps according to the lower scale.

In any case certified for the lower scale of court fees, in which it shall happen that the solicitor shall become entitled to charge and be allowed according to the higher scale of solicitors' fees, the deficiency in the fees of court is to be made good.

In any case in which the fees of court have been paid upon the higher scale, and in which it shall happen that the solicitor shall become entitled to charge and be allowed only according to the lower scale of solicitors' fees, the excess of fees of court so paid may be allowed upon the taxation of costs, if the circumstances of the case shall, in the judgment of the taxing master, justify such allowance.

This order is to come into operation on the 1st day of February, 1857.

Form of Certificate for paying the Lower Scale of Court Fees.

(Title of Cause or Matter.)

I hereby certify, that to the best of my judgment and belief, the lower scale of fees of court is applicable to this case. Dated, &c.,

A.B.,

Solicitor for ——.

THE FIRST SCHEDULE.

Schedule of Fees and Charges to be allowed to Solicitors.

INSTRUCTIONS.

	Lower Scale. £ s. d.	Higher Scale. £ s. d.
For claims, original summons in chambers, special cases, answers, examinations, demurrers, pleas, and exceptions	0 13 4	0 13 4
For bills	0 13 4	2 2 6
For amended or supplemental bill	0 6 8	0 13 4
For brief on moving for injunction	0 13 4	1 1 0
For interrogatories for examination of parties or witnesses	0 6 8	0 13 4
For special petitions	0 6 8	0 13 4
For special affidavits	0 6 8	0 6 8
For brief in a suit by bill, on cause coming on for hearing, to be charged on service of notice of motion for a decree or on service of subpœna to hear judgment	1 1 0	1 1 0
For brief on claim, to include all observations	0 10 0	1 0 0
For ditto to move for leave to file	0 2 6	0 10 0
To defend proceedings commenced by bill, claim, special case, petition, or original summons	0 6 8	0 13 4
For instructions for order to revive or add parties	0 6 8	0 13 4

As to bills and answers, examinations, affidavits, and petitions, when the larger scale is applicable, in lieu of the fixed fees for instructions for and for drawing, the Taxing Master is to be at liberty to take into his consideration the special circumstances of each case, and at his discretion to make such allowances for work, labour, and expenses properly performed and incurred in or about the preparation of the bill or answer, examination, affidavit, or petition, as shall appear to him to be just, having regard to the length of the document, the nature of the suit, the interests of the parties, and the fund or person from which or by whom the costs are to be paid.

THE PREPARATION OF PLEADINGS AND OTHER DOCUMENTS.

(*The Chancery folio to be 72 words and the sheet 10 folios.*)

For drawing bills, special cases, answers, pleas, demurrers, exceptions, interrogatories, petitions, and affidavits, per folio	0 1 0	0 1 0
For engrossing on parchment, per folio	0 0 6	0 0 6
For ditto on paper	0 0 4	0 0 4
For drawing statements and other documents for the Judge's or Master's chambers, when required, including the fair copy thereof to leave in chambers	0 0 8	0 0 0
For the like drawing when the larger scale is applicable	0 0 0	0 1 0
For fair copy thereof to be left in chambers	0 0 0	0 0 4
For drawing all advertisements to be signed by the Master or Judge's clerk, including the attendance thereon	0 6 8	0 13 4
For drawing request to the Accountant-General to lay out cash	0 2 6	0 2 6
For ditto for every carrying over of cash or stock	0 2 6	0 2 6
For drawing caveat against signing or inrolling any decree or order	0 2 6	0 2 6
For drawing special notice of motion	0 2 0	0 5 0
Or per folio	0 0 0	0 1 0
For drawing a claim	1 1 0	2 2 0
For ditto at the Master's discretion	0 0 0	3 3 0
For drawing such observations for counsel to accompany brief (except on claims) as may be necessary and proper, per sheet	0 0 0	0 6 8
For drawing the brief on further consideration, per sheet	0 6 8	0 6 8
For preparing and filing replication	0 6 8	0 10 0
For drawing statement on which counsel to move for order to revive or add parties, and copy	0 6 8	0 10 0
Or, according to circumstances, at per sheet	0 0 0	0 6 8
For drawing petition to revive, at per folio	0 1 0	0 1 0
For drawing and copying certificate to appoint guardians *ad litem*	0 6 8	0 6 8
For amending each copy of a bill or claim to serve, where no reprint	0 6 8	0 13 4
For amending each brief bill, or claim, where no reprint	0 6 8	0 13 4
For preparing an original summons for the purpose of proceedings originating in chambers	0 13 4	1 1 0
For endorsing an original summons and the copies under Order VI. of 16th October, 1852, and attending to get same sealed	0 6 8	0 6 8
For preparing every other summons, and attending to get same filled up and sealed at chambers	0 6 8	0 6 8
If special, not to exceed	0 0 0	1 1 0
For drawing bills of costs, including the copy for the Master's office, per folio	0 0 8	0 0 8
For certifying proceeding under lower scale of court fees	0 5 0	0 0 0

The fee for drawing a document in all cases includes a copy, if required, for the use of the solicitor or client, or for the settlement of counsel.

For Perusals.

For perusing the print of a bill by the defendant's solicitor	1 1 0	1 1 0
If exceeding 60 folios at per folio	0 0 0	0 0 4
For perusing the print of an amended bill	0 13 4	0 13 4
If amendments exceeding 40 folios, at per folio	0 0 0	0 0 4
For perusing an amended bill when amended in writing	0 6 8	0 6 8
If amendments exceeding 20 folios, at per folio	0 0 0	0 0 4
For perusing an answer	0 6 8	0 13 4
If exceeding 40 folios, at per folio	0 0 0	0 0 4
For perusing an examination, at per folio	0 0 4	0 0 4
For perusing all special affidavits filed by an opposing party, at per folio	0 0 4	0 0 4
For perusing copy supplemental statement, under 15 & 16 Vict. c. 86, s. 53	0 6 8	0 13 4
For perusing copy order to revive	0 6 8	0 13 4

The fees for perusal are not to apply where the same solicitor is for both parties.

COPIES.

Copies of all documents are to be at the rate of per folio	0 0 4	0 0 4
Or per sheet of 10 folios, at	0 3 4	0 3 4

Having regard to the preceding fees for perusal, the fee for "abbreviating" is to cease, and no close copies are now to be allowed as of course, but the allowance is to depend on the propriety of making the copy, which in each case is to be shown and considered.

For examining and correcting a proof, at per folio	0 0 2	0 0 2
For each copy of a Judge's summons, to leave in chambers or to serve	0 2 0	0 2 0
For each copy of a notice of motion, order, or certificate to serve	0 1 0	0 1 0
Or at per folio	0 0 0	0 0 4

ATTENDANCES.

For attending on a Master's warrant	0 6 8	0 6 8
Or according to circumstances, not to exceed per diem	2 2 0	2 2 0
For attending each counsel with his brief, case, or abstract, in a suit or other proceeding in this court	0 6 8	0 6 8
For the like where the fee amounts to 5 guineas	0 0 0	0 13 4
Where it amounts to 20 guineas	0 0 0	1 1 0
Where it amounts to 40 guineas or upwards	0 0 0	2 2 0
For attending to present special petition and for same answered	0 6 8	0 6 8
For attending to present petition for order of course, and for order	0 6 8	0 13 4
For attendance on counsel and court on motion of course, and for order	0 6 8	0 13 4
For attending on the day in which a cause or petition stands on the paper for hearing	0 6 8	0 10 0
For attending when heard	0 13 4	1 1 0
Or according to circumstances, not to exceed per diem	0 0 0	2 2 0
For attending the court on every special motion, each day	0 6 8	0 13 4
The like when heard	0 13 4	0 13 4
Or according to circumstances, not to exceed	0 0 0	1 1 4
For attending on motion for or to discharge order for injunction, or *ne exeat*, when heard, per diem	0 13 4	1 1 0
Or according to circumstances, not to exceed	0 0 0	2 2 0
For attending to get answer or special affidavit sworn	0 6 8	0 6 8
For attendance on the registrar for directions to the accountant-general to sell or transfer stock	0 6 8	0 6 8
For attendance on the accountant-general thereon	0 6 8	0 6 8
For attending the accountant-general with request to lay out cash	0 6 8	0 6 8
The like to carry over cash or stock to another account in his books	0 6 8	0 6 8
For attending accountant-general to identify a person receiving a check	0 6 8	0 6 8
For attending the accountant-general with order to bespeak, and afterwards to procure his directions for payment of money into court, attending at the Bank of England to pay the money, and for attending on the accountant-general with the receipt, and at the Report Office to bespeak and procure the office copy	0 13 4	0 13 4
Where the sum paid in shall amount to £100	1 1 0	1 1 0
And where the same shall amount to £1,000	0 0 0	2 2 0
And where the same shall amount to £5,000	0 0 0	3 3 0
For attending the Master on signing report	0 6 8	0 6 8
For attending to file report and certificates at the Report office, and for office copy	0 6 8	0 6 8
For attending Examiner to procure appointment to examine witnesses	0 6 8	0 6 8
For attending the examination of witnesses before Examiner	0 6 8	0 13 4
Or according to circumstances, not to exceed per diem	1 1 0	2 2 0
But if without counsel the fee may, at the Master's discretion, be increased to	2 2 0	3 3 0
For attending to settle, and afterwards to read over the engrossment of an answer or examination	0 6 8	0 13 4
If the same exceed 20 folios and under 50 folios	0 13 4	1 1 0
And for each additional 30 folios	0 6 8	0 6 8
For attending to insert an advertisement in Gazette	0 6 8	0 6 8
For entering caveat with the clerks of records and writs	0 6 8	0 6 8
For attending to procure certificate of a caveat	0 6 8	0 6 8
For attending Registrar to certify abatement or settlement of suit, and to have same so marked in the Cause Book	0 6 8	0 6 8
For attending the printer with a bill or claim to be printed	0 6 8	0 6 8
For attending to get copies of bill, claim, or interrogatories, marked for service	0 6 8	0 6 8
For attending to take instructions to appear, and to enter the appearance of one or more defendants, not exceeding three	0 6 8	0 6 8

	Lower Scale. £ s. d.	Higher Scale. £ s. d.
If exceeding three, for every additional number not exceeding three...	0 6 8	0 6 8
For attending at chambers to get original summons and duplicate examined and sealed	0 6 8	0 6 8
For attending at the Record and Writ Office to file duplicate and examine copies, and get same stamped	0 6 8	0 6 8
For attending on a summons or other appointment, each day, a fee of 6s. 8d., 13s. 4d., or £1 1s., according to circumstances; each attendance to be allowed by the Judge or his chief clerk. Where from the length of the attendance, or from the difficulty of the case, the Judge shall think the highest of the above fees an insufficient remuneration for the services performed, or where the preparation of the case to lay it before the Judge shall have required skill and labour for which no fee has been allowed, the Judge may allow such further fee, not exceeding one guinea, or, where the higher scale is applicable, two guineas, as in his discretion he may think fit	0 6 8 to 2 2 0	0 6 8 to 3 3 0
[Power to increase to 10 guineas, under Order of 2nd February, 1854.]		
For perusing the affidavits of claimants coming in under Order XXXVI. of 16th October, 1852, and attending in chambers at the time appointed by the advertisement, where the number of claims do not exceed five	0 10 6	1 1 0
Where the number exceeds five, for every additional number, not exceeding five, an additional sum of	0 10 6	1 1 0
For attending for every order drawn up by the chief clerk, and at the Registrar's office to get same entered	0 6 8	0 6 8
For attending to enter claim under Order XXXVI. of 16th October, 1852, and to file affidavit	0 6 8	0 6 8
For the plaintiff or party having the conduct of the order, attending the registrar with brief and papers to bespeak minutes or order, not being an order of course	0 6 8	0 6 8
For ditto, for preparing list of evidence read (but only when required by the Registrar, and certified by him)	0 6 8	0 6 8
Or according to length, at per folio	0 0 0	0 1 0
Attending to settle the draft or minutes of any decree or order	0 6 8	0 13 4
Or, at the Taxing Master's discretion, not to exceed	1 1 0	3 3 0
Attending to pass any decree order not being an order of course including the entry thereof ...	0 6 8	0 13 4
N.B.—The Registrar will leave the order for entry. In case the Registrar shall certify that a special allowance ought to be made in respect of any unusual difficulty in settling and passing an order, the Taxing Master is to consider the same, and make such allowance to all or any of the parties as to him shall seem just.		
For attending to procure certificate of pleadings ...	0 6 8	0 6 8
For attending to procure Accountant-General's certificate of fund in court	0 6 8	0 6 8
For attending to obtain consent of next friend to sue in his name	0 6 8	0 13 4
For attending to give consent to take answer without oath, to hear cause as short, and for other necessary or proper consents of a like nature	0 6 8	0 6 8
For attending to procure such consents	0 6 8	0 6 8
For procuring certificate of counsel to mark cause short, and attending registrar thereon	0 6 8	0 6 8
For attendance to mark Master or conveyancing counsel	0 6 8	0 6 8
For attendances in consultation or in conference with counsel	0 13 4	0 13 4
For attending to set down cause or appeal for hearing	0 6 8	0 6 8
For attending to leave papers with Judge's secretary prior to hearing...	0 6 8	0 6 8
For attending court on appointment of a guardian *ad litem*	0 13 4	0 13 4
For attending to procure transcripts of Accountant-General's books, when necessary	0 6 8	0 6 8
The fees for consent are not to apply where the same solicitor is for both parties.		
WRITS.		
For every writ of subpœna *duces tecum*	0 6 8	0 6 8
For a writ or writs of subpœna other than subpœna *duces tecum*, if the number of names therein shall not exceed three	0 6 8	0 6 8
If exceeding three names, for every additional number not exceeding three	0 6 8	0 6 8
For preparing every other writ without order ...	0 6 8	0 6 8
For every writ under order, except special injunction	0 13 4	0 13 4
For special injunction, including engrossment and docket	0 10 0	1 0 0
Or per folio	0 1 4	0 1 4
For inrolling a decree or order	0 10 0	1 0 0
Or per folio	0 1 4	0 1 4
NOTICES AND SERVICES.		
For service of a notice of motion, exclusive of copy...	0 2 6	0 2 6
For notice to a solicitor of appearance, answer, demurrer, plea, amendment, and replication ...	0 2 6	0 2 6
For notice of claim, under 36th order of 16th October, 1852	0 2 6	0 2 6
For notice of evidence to be read in Judge's chambers	0 2 6	0 2 6
For notice of filing affidavit or set of affidavits filed, or which ought properly to have been filed together, to be read in court	0 2 6	0 2 6
For notice of appointment for settling and passing minutes, decrees, or orders, before the registrar ...	0 2 6	0 2 6
For copy and service of a warrant on a solicitor ...	0 2 6	0 2 6
For service of a Judge's summons, exclusive of the copy	0 2 6	0 2 6
For service of a petition	0 2 6	0 2 6
For service of an order, exclusive of the copy ...	0 2 6	0 2 6
For other necessary or proper notice	0 2 6	0 2 6
For services on a party or witness such reasonable charges and expenses as may be properly incurred, according to distance or by the employment of an agent.		
The fees for notices and services are not to apply where the same solicitor is for both parties, unless it be necessary for the purpose of making affidavit of service.		
There is to be one notice only of settling minutes, and one notice of passing decree or order, which, if necessary, are to be continued by adjournment, of which all parties are to take notice.		
OATHS AND EXHIBITS.		
To the Commissioner for oath in London, according to statute	0 1 6	0 1 6
In the country	0 2 6	0 2 6
To the solicitor for preparing each exhibit, in town and country	0 1 0	0 1 0
The Commissioner, for marking each exhibit ...	0 1 0	0 1 0
TERM FEE.		
For a term fee in all causes, for every term in which a proceeding by the party shall take place ...	0 10 0	0 10 0
And for letters per term	0 5 0	0 5 0
In country agency causes the further fee for letters of	0 0 0	0 6 8
And if it be shown to the satisfaction of the Taxing Master that the agency correspondence has been special and extensive, he is to be at liberty to make a special allowance in respect thereof.		
In addition to the term fee the necessary expense of the postage, carriage, and transmission of documents is to be allowed.		
The like term fee and for letters in matters as in causes.		
Where no proceeding is taken which carries a term fee, a charge for letters may be allowed, if the circumstances shall require it.		
For any work or labour properly performed and not herein provided for, such allowances are to be made as heretofore.		

THE SECOND SCHEDULE.

Being that part of the Order of the 26th day of February, 1807, which is not discharged or altered.

For perusing abstract, every three brief sheets ...	0 6 8	0 0 0
For perusing the draft of every deed, for each skin...	0 5 0	0 0 0
For examining the engrossment with the draft, for every three skins	0 10 0	0 0 0
For making all attested copies, examining and attesting same, per folio	0 0 6	0 0 0

THE THIRD SCHEDULE.

FEES TO BE COLLECTED BY MEANS OF STAMPS.

In the Judge's Chambers.

For every original summons for the purpose of proceedings originating in chambers	0 5 0	0 5 0
For every duplicate thereof	0 1 0	0 5 0
For every other summons	0 1 0	0 3 0
For every order drawn up by the chief clerk, made upon applications for time to plead, answer, or demur, for leave to amend bills or claims, or for enlarging publication, or the period for closing evidence	0 1 0	0 5 0
For every other order drawn up by the chief clerk ...	0 10 0	1 0 0
For every advertisement...	0 0 0	1 0 0
For every certificate or report	1 0 0	1 0 0
For every certificate upon the passing of a receiver's or consignee's account, a further fee in respect of each £100 received of	0 10 0	0 10 0
For every oath, affirmation, declaration, or attestation upon honour	0 1 6	0 1 6
In the Master's Offices.		
For every warrant or summons	0 3 0	0 3 0
For every certificate or report	1 0 0	1 0 0
For taking the acknowledgment of every married woman	1 6 8	1 6 8
For attending any court per day by the clerk ...	0 14 0	0 14 0
For every certificate upon the passing of a receiver or consignee's account, a further fee in respect of each £100, received of...	0 10 0	0 10 0
In the Registrar's Office.		
For every decree or decretal order made by the Court on a special case, or on the original hearing of a cause or claim, or on motion for a decree, and on further directions, or further consideration not made on summons adjourned from chambers ...	1 0 0	3 0 0
For every order on petition or motion of course ...	0 1 0	0 5 0
For every other order	0 10 0	1 0 0
For every office copy of a decree or order, and for every office copy of a petition of appeal or rehear-		

	Lower Scale. £ s. d.	Higher Scale. £ s. d.
ing made on the 3rd of the General Orders of the 25th of October, 1852	0 10 0	1 0 0
Note.—The above fees are to include the charge for entry.		
In the Examiners' Office.		
For every witness sworn and examined, including oath, for each hour	0 5 0	0 5 0
For every witness sworn and examined away from the office (besides coach hire and reasonable expenses)	1 7 0	1 7 0
If more than five miles from the Examiner's office, for the first day	2 15 0	2 15 0
For every other day	2 2 0	2 2 0
Upon every application to inspect depositions, including the inspection	0 3 0	0 3 0
Upon every application to search book for causes, including search	0 1 0	0 1 0
Upon every application to search book for depositions, including search	0 1 0	0 1 0
In the Record and Writ Clerks' Office.		
For making all office and other copies, per folio	0 0 4	0 0 4
For filing every bill or information	0 10 0	1 0 0
For filing every claim	0 5 0	0 5 0
For filing every special case	1 0 0	1 0 0
Upon entering every appearance, if not more than three defendants	0 7 0	0 7 0
If more than three and not exceeding six defendants	0 14 0	0 14 0
And the same proportion for every like number of defendants.		
For every certificate	0 4 0	0 4 0
For marking every copy of a bill, claim, or summons to be served	0 1 0	0 5 0
For every writ of summons, distringas, subpœna, or attachment	0 5 0	0 5 0
For sealing every other writ	1 0 0	1 0 0
For every oath, affirmation, declaration, or attestation upon honour, except for the purpose of receipt of dividends from the Accountant-General	0 1 6	0 1 6
For examining every copy or part of a copy of a set of interrogatories, and marking same as an office copy	0 1 0	0 5 0
Upon every application for a search for a record, and for searching	0 2 0	0 2 0
Upon every application to inspect a record, and for inspecting the same	0 5 0	0 5 0
Upon every application to inspect exhibits, if occupied not more than one hour	0 5 0	0 5 0
If more than one hour, per diem	0 10 0	0 10 0
Upon every application for the officer's attendance in courts of law per diem, and for his attendance, besides reasonable expenses of the officer	1 0 0	1 0 0
Upon every application for the officer's attendance in a court of equity, and for his attendance, per diem	0 10 0	0 10 0
Upon every application to swear an invalid, including the attendance, besides necessary expenses	0 10 0	0 10 0
For examining and signing inrolments of decrees and orders	3 0 0	3 0 0
For filing caveat against claim to revive, or against decree, or order, or inrolment	0 5 0	0 5 0
For filing supplemental statement or statement for revivor	0 5 0	0 10 0
For filing every affidavit, including schedules and exhibits	0 2 6	0 2 6
For every application to inspect an affidavit	0 0 6	0 0 6
For amending every record of a bill, claim, or special case	0 10 0	0 10 0
In the Taxing Master's Office.		
For every warrant or summons, but not more than one warrant or summons is to be issued on one bill, or set of bills, unless the Taxing Master shall think it necessary to issue a new warrant or summons	0 1 0	0 3 0
On signing every report and certificate	0 10 0	1 0 0
Upon the taxation of every bill of costs, as taxed, where the amount shall not exceed £20	0 10 0	0 10 0
Upon every additional £20 or fractional part thereof, a further fee of	0 10 0	0 10 0
For every oath, affirmation, or attestation upon honour	0 1 6	0 1 6
In the Lord Chancellor's Principal Secretary's Office.		
On all attendable petitions, appeals, rehearings, and letters missive	0 5 0	1 0 0
On all non-attendable petitions	0 5 0	0 10 0
On a matter of course order on a petition of right	0 10 0	0 10 0
On an order for a commission on a petition of right	1 0 0	1 0 0
In the Office of the Secretary at the Rolls.		
On every petition set down for hearing, to include the fee on hearing	0 5 0	1 0 0
On the petition for every order of course	0 1 0	0 5 0
On the admission of every solicitor	0 0 0	1 17 0
In the Office of the Accountant-General.		
For preparing power of attorney with affidavit, exclusive of stamp duty	0 3 0	0 3 0
Upon every application for a search	0 5 0	0 5 0
For transcript of accounts, each opening consisting of debtor and creditor sides of the account	0 2 0	0 2 0

MONDAY, FEBRUARY 2, IN THE 20TH YEAR OF THE REIGN OF HER MAJESTY QUEEN VICTORIA, 1857.

The Right Honourable Robert Monsey, Lord Cranworth, Lord High Chancellor of Great Britain, by and with the advice and consent of The Right Honourable Sir John Romilly, Master of the Rolls, The Right Honourable Sir James Lewis Knight Bruce, and The Right Honourable Sir George James Turner (the Lords Justices of the Court of Appeal in Chancery), The Honourable the Vice-Chancellor Sir Richard Torin Kindersley, The Honourable the Vice-Chancellor Sir John Stuart, and The Honourable the Vice-Chancellor Sir William Page Wood, doth hereby, in pursuance of the act passed in the session of Parliament holden in the fifth and sixth years of the reign of Her present Majesty, intituled "An Act for abolishing certain offices in the High Court of Chancery in England," and in pursuance and execution of all other powers enabling him in that behalf, order and direct:—

That in lieu of the Order numbered twenty-two, comprised in the General Order of the twenty-sixth day of October, 1842, the following Order be substituted, (that is to say)—

Service of all writs, notices, summonses, orders, warrants, rules, documents, and other proceedings, not requiring personal service upon the party to be affected thereby, shall be made before seven o'clock in the evening, except on Saturdays, when it shall be made before two o'clock in the afternoon, and if made after seven o'clock in the evening, on any day except Saturdays, the service shall be deemed as made on the following day, and if made after two o'clock in the afternoon on Saturday, the service shall be deemed as made on the following Monday.

This Order is to come into operation on the tenth day of February, 1857.

CHANCERY EASTER VACATION.

Monday, Feb. 2, 1857.

Whereas, by the first article of the Eighth of the General Orders of the High Court of Chancery, of the 8th May, 1845, it is provided that the Easter Vacation is to commence and terminate on such days as the Lord Chancellor shall every year specially direct. Now, I do hereby order that the Easter Vacation for the present year shall commence on Saturday, April 4, next, and terminate on Tuesday, April 14, next, both days inclusive: And that this order be entered by the registrar, and set up in the several offices of this court.

(Signed) CRANWORTH, C.

Parliamentary Proceedings.

HOUSE OF LORDS FEB. 3.

Lord BROUGHAM expressed his satisfaction at the promises of the Government with respect to measures for the improvement of the law, and he had every confidence that these promises would be performed. Never was there a time when such reforms were more needed in all branches of the law. Without entering now into a discussion on the ticket-of-leave question, he would say that some change or other must take place in the mode of dealing with prisoners. It was not easy to say what that change should be, but a considerable increase in the number of our police-officers, he believed, would be absolutely necessary. He had lately had the honour of presiding over a conference of delegates from all the great mercantile towns, at which certain changes in the mercantile law were discussed. These mercantile men had had more opportunities than any other for estimating the disadvantages of the present law, and he hoped their lordships would give a favourable ear to their representations.

The LORD CHANCELLOR said that, as the paragraph in the Royal Speech with regard to law reform was rather vague, it would probably be acceptable to their lordships if he intimated to them more in detail what measures it was the intention of the Government to introduce. The first subject to which the Government had directed their attention was the reform of the ecclesiastical courts — a subject of the greatest importance, and one which, singularly enough, had been undertaken without success by every Government during the last twenty-five years. On that day week he should ask their lordships' leave to introduce three bills—one for the reform of testamentary jurisdiction, another to amend the laws of marriage and divorce, and a third on the subject of church discipline. The Attorney-General would also, as soon as possible, ask for leave to introduce into the other House, a bill to render criminal, breaches of trust, of which there had unfortunately been so many instances

of late. Some time ago, it would be in the recollection of their lordships, a commission was issued to inquire into the subject of the registration of lands; that commisson had not yet reported, though he had reason to know that it had prepared the drafts of two bills to be laid before Parliament on the subject. In the meantime it was his intenton to ask the Legislature to effect a minor reform in the same direction, to render extremely simple mortgages of land by means of registration. Their lordships were aware that there was at work at the present moment a commission for the consolidation of the statute law; nobody unacquainted with the subject could comprehend half the difficulties which beset it; but the commission had succeeded in consolidating the whole criminal law, and bills similar to those which he had laid on the table on the last day of the previous session would be introduced for the purpose of effecting that consolidation. He should also ask their lordships to refer the second report of that commission to a select committee, in order to consider the proposition in that report for the adoption of means to improve the manner and language of current legislation. The member who introduced a bill was generally so glad to have it passed that he consented without difficulty to any alteration that was proposed in it: and the result was, that, when the measure became law, its various provisions were found not to dovetail together. Moreover, the language of the statutes was frequently discrepant, leading to uncertainty as to its meaning. What the Government, therefore, proposed was, that there should be an officer appointed, who should be a very able lawyer, and whose duties would be to report, when called upon, on every bill introduced for the alteration of the law; to explain exactly what its effect was, what was its bearing on the existing law, and generally to put the whole statute in order. And further, after a bill had gone through committee, the House should refer it, if it thought fit, to this officer to examine and state the alterations it had undergone in passing that ordeal, and also to point out how far those alterations affected its general tenor. Of course, this officer would have it in his power to offer suggestions for improving the language of an act; and it was to be hoped that the result would be to render our statutes more clear, less verbose, and more in harmony with the common feelings and understandings of mankind. Another part of the same officer's duties would be to classify the various acts passed within the year. His functions would, of course, be at first extremely tentative; but, no doubt, as they became gradually more defined, they would prove highly useful. Before concluding, it was right also to mention that his right hon. friend the Home Secretary intended to introduce a measure into the other House on the subject to which a noble lord had alluded—namely, that of secondary punishments. Having made this announcement, he trusted their lordships would not think that the Government had been idle during the recess in the important matter of the amendment of the law.

HOUSE OF COMMONS FEB. 4.

Mr. CRAUFURD moved for leave to bring in a bill to render judgments or decrees obtained in certain courts in England, Scotland, and Ireland respectively effectual in any other part of the united kingdom.

Colonel FRENCH asked whether this was the same bill which had been successfully resisted for the last four or five sessions?

Mr. CRAUFURD said, it was the same bill, but it had been approved by the Conference on Commercial Law.

The motion was agreed to, and the bill was ordered for a second reading on Wednesday next.

HOUSE OF COMMONS, FEB. 5.

SECONDARY PUNISHMENTS.

Mr. MILNES gave notice of his intention, upon the motion for the appointment of a select committee to consider the system of secondary punishments, to move as an amendment that the select committee which sat last year upon the subject of transportation be re-appointed, and instructions given to it to inquire into and report upon the best means of procuring temporary employment for discharged prisoners.

THE VACANT JUDGESHIP.

Mr. GLADSTONE wished to know whether it was intended to fill up the vacancy in the Court of Exchequer caused by the lamented death of Baron Alderson, or whether it was intended to keep open that vacancy until the commission recently appointed to inquire into the state of the judicial establishments in Westminster-hall had made their report?

Sir G. GREY believed it was not intended to keep open the vacancy on the bench of the Court of Exchequer during the prosecution of the inquiries of the commission. The instructions of that commission were to inquire whether any changes could be made consistently with economy and the public convenience, whereby a reduction in the number of judges could be made. At the present time he (Sir G. Grey) was informed that to keep open the vacancy caused by the death of Baron Alderson would cause great public inconvenience.

IMPRISONMENT FOR DEBT, &c.

Mr. HADFIELD, in the absence of Mr. A. Pellatt, obtained leave to bring in a bill to amend the law of imprisonment for debt, to extend the remedies of creditors, and to punish fraudulent debtors.

The bill was afterwards brought up and read a first time.

CRIMINALS.

Mr. LLOYD DAVIES, in the absence of Mr. Packe, moved an address for copies of all memorials or addresses to the Secretary of State for the Home Department from any public bodies in reference to the criminal state of the country during the year 1856, and up to the present time.

The motion was agreed to.

Private Bills before Parliament.

The House of Commons met on Tuesday, February 3rd, and Wednesday being the first day for receiving Private Bills, numerous petitions for bills, which had been before the Examiners, were presented to the House, and the bills were ordered to be brought in.

The following list contains the names of those bills in which standing orders have been complied with, and the bills proceeded with.

"*Read*" means read first time.

NAME OF BILL.	Petition Presented Feb.	Read* Feb.
Bathgate, Airdrie, and Coatbridge Railway	4	5
Birkenhead Docks Construction	4	5
Birkenhead Docks Management	4	5
Birkenhead, Lancashire, and Cheshire Junction and Great Western Railway Companies	4	5
Blackburn Railway	4	5
Blyth and Tyne Railway	5	—
Brighton Hove and Preston Water	4	5
Bristol, South Wales, and Southampton	5	—
Burslem and Tunstall Gas	5	—
Caledonion Railway (lines to Grassiin)	5	—
Carlisle and Hawick Railway	4	5
Chester Water	4	5
Cork and Bandon Railway	5	—
Cornwall Railway	4	5
Dorset Central Railway	5	—
Dublin and Meath Railway	5	—
Dumbarton Railway	4	5
East Kent Railway (Extension to Dover)	4	5
Electric Telegraph Company	5	—
Ely Tidal Harbour and Railway	4	4
Ely Valley Railway	5	—
Exeter and Exmouth Railway	4	—
Fife and Kinross Railway	5	—
Glasgow City and Suburban Gas	4	5
Glasgow Gas	4	5
Great Southern and Western Extension Railway	4	—
Great Southern and Western Railway (Capital)	5	—
Great Western and Brentford Railway	5	—
Great Yarmouth Britannia Pier	4	5
Hartlepool Extension and Headland Improvement	4	—
Hereford Cathedral Restoration	5	—
Inverness and Nairn Railway	4	5
Kidsgrove Market	4	5
Kinrosshire Railway	5	—
Lancaster and Carlisle and Ingledon Railway	4	—
Langport, Somerton, and Castle Cary Roads	4	—
Leslie Railway	4	5
Lewes and Uckfield Railway	4	5
Liverpool and Birkenhead Docks	4	5
London and South Western Railway	4	5
Mallow and Fermoy Railway	5	—
Manchester, Sheffield, and Lincolnshire (Buxton and Cluthorpes)	4	—
Manchester, Sheffield, and Lincolnshire (Romiley Rail.)	4	—
Metropolitan New Streets, &c.	4	5
Monklands Railway	5	—
Mersey Conservancy and Docks	4	5
Nene Valley Drainage and Navigation	5	—
New River Company	4	5
Newry, Warrenpoint, and Rostrevor	4	5
Norfolk Estuary	5	—
North Eastern Railway (Capital)	4	—
North Level Drainage	4	—
North Staffordshire Railway	5	—
North Western Railway	5	—
Oldham, Ashton-under-Lyne and Guide Bridge Junc...	4	5
Peebles Railway	4	5
Portadown and Dungannon Railway	5	—
Portsmouth Railway	5	—
Portsmouth Water	4	5

NAME OF BILL.	Petition Presented Feb.	Read Feb.
Price's Patent Candle Company	4	—
Pultney Town Harbour	5	—
Reading Junction Railway	4	5
Scottish Central Railway	5	—
Sittingbourne and Sheerness Railway	4	—
South Devon Railway	4	—
South Durham and Lancashire Railway	4	5
Stockton New Gas, &c.	4	—
Stratford-upon-Avon Gas	4	5
Sunderland Gas	4	5
Taff Vale Railway	4	—
Tilbury, Maldon, and Colchester Railway	4	5
Tralee and Killarney Railway	4	—
Tweed Fisheries	4	5
Tyne Improvement	4	5
Victoria (London) Docks	4	5
Watchet Harbour	4	5
Watchet Harbour Trust	4	5
Waterford and Tramore Railway	4	—
Wearmouth Bridge	4	5
West Somerset Mineral Railway	4	5
Whitehaven and Furness Junction Railway	4	—
Whitehaven, Cleator, and Egremont Railway	4	5
Wilnislow and Dorking Road	5	—

The Examiners having reported that standing orders have not been complied with in the following instances, the petitions have been referred to the Standing Order Committee.—Feb. 4th.

Aberdeen, Peterhead, and Fraserburgh Railway.
Clyde Navigation.
East Kent Railway (Strood to St. Mary's Cray).
Eastern Counties Railway.
Formartine and Buchan Railway.
Finsbury Park.
Great Northern and Western Railways of Ireland.
Islington Parish.
Mid-Kent Railway (Croydon Ext.).
Newry and Enniskillen Railway.
North Eastern Railway (Lanchester Valley).
Southampton, Bristol, and South Wales Railway.
Stockport, Disney, and Whaley Bridge Railway.

STANDING ORDER PROOFS.

Cases heard by the Examiners in respect of bills which have not been introduced into the House, up to February 5th.

The agents' names have been given in the former List of Petitions, *ante*, p. 30.

ABBREVIATIONS:—S. O. C.=*Standing Orders complied with.* N. C.=*Standing Orders* NOT *complied with.*

Date.	NAME OF BILL. *Unopposed Bills.*	Result.	Examiner
Feb. 2.	Cwm Amman Railway	S. O. C.	Mr. Freere.
4	Shropshire Union Railway and Canal	Adj. till Monday.	"
"	Norfolk Railway	S. O. C.	"
"	South Eastern Rail. (Greenwich Junc.,&c.)	S. O. C.	"
"	Midland Great Western Railway of Ireland (Sligo Extension)	Adj. till Monday	Mr. Smith.
"	Midland Great Western Railway of Ireland (Tullamore, &c.)	S. O. C.	"
"	Elie Harbour	S. O. C.	"
"	Meriton and Hayen Sufferance Wharfs	S. O. C.	Mr. Freere.
"	Heslington and Todmorden Roads	S. O. C.	"
"	Prestwich, Bury, and Radcliffe Roads	S. O. C.	"
"	Selby and Market Weighton Road	S. O. C.	"
5	Westminster Terminus Railway (Clapham to Norwood)	S. O. C.	"
6	St. Helen's Railway and Canal	S. O. C.	"
"	Swansea Dock	Postponed	"
"	South Shields Gas	S. O. C.	"
"	Norwich and Spalding	Adjourned	"
"	Aberdeen Junction Railway	Postponed	"
"	Andover Canal Sale	S. O. C.	"
"	New Brunswick and Canada Railway, &c.	S. O. C.	"
"	Colne and Bradford Railway	Struck off the list	"
"	London (City) Coal Duties	Postponed	"
"	Shrewsbury Gas	S. O. C.	"
"	West of Fife Mineral Railway	S. O. C.	"
"	Sunken Vessels Recovery Company	S. O. C.	Mr. Smith.
"	Fraserburgh Harbour	S. O. C.	"
"	New Quay Harbour and Railway	Adjourned	"
"	Bedale and Leyburn Railway	S. O. C.	"
"	Milford Improvement	S. O. C.	"
"	Mansfield and Worksop Road	S. O. C.	"
"	Worksop and Attercliff Road	S. O. C.	"
"	Cardigan Markets and Improvements	S. O. C.	"
"	Morden Carr's Drainage	S. O. C.	"
"	West Hartlepool Harbour and Railway	S. O. C.	"

We are able to announce that Mr. Duncan, M.P. for Aberdeen, has kindly consented to take the management of the private business in the House of Commons, in the place of Mr. Brotherton, deceased.

NOTICES OF MOTION FOR MONDAY, FEBRUARY 9TH.

Colonel Wilson Patten.

To nominate Select Committee on Standing Orders:—Colonel Wilson Patten, Sir Wm. Heathcote, Mr. Henley, Mr. Thomas Greene, Mr. Evelyn Denison, Sir Robert Ferguson, Mr. Wightson, Mr. Bramston, Mr. Thorneley, Mr. Eliot Lockhart.

To Nominate Committee of Selection.

Sir William Heathcote, Mr. Thomas Greene, Sir Robert Ferguson, Mr. Deedes, Mr. Bonham Carter, and the Chairman of the Select Committee on Standing Orders.

Court Papers.

Chancery.

SITTINGS.—AFTER HILARY TERM, 1857.

LORD CHANCELLOR.

At Lincoln's Inn.

Monday, Feb. 9 — *The First Seal.*—App. Mtns. & Apps.
Tuesday 10...Petitions.
Wednesday 11, Thursday 12, Friday 13, Saturday 14, Monday 16 — Appeals.
Tuesday 17 — *The Second Seal.*—App. Mtns. & Apps.
Wednesday 18, Thursday 19, Friday 20, Saturday 21, Monday 23, Tuesday 24 — Appeals.
Wednesday 25 — *The Third Seal.*—App. Mtns. & Apps.
Thursday 26, Friday 27, Saturday 28, Monday, Mar. 2, Tuesday 3, Wednesday 4 — Appeals.
Thursday 5 — *The Fourth Seal.*—App. Mtns. & Apps.
Friday 6, Saturday 7, Monday 9, Tuesday 10, Wednesday 11, Thursday 12 — Appeals.
Friday 13 — *The Fifth Seal.*—App. Mtns. & Apps.
Saturday 14, Monday 16, Tuesday 17, Wednesday 18, Thursday 19, Friday 20 — Appeals.
Saturday 21 — *The Sixth Seal.*—App. Mtns. & Apps.
Monday 23, Tuesday 24 — Appeals.
Wednesday 25...Petitions.
Thursday 26, Friday 27, Saturday 28 — Appeals.

NOTICE.—Such days as his Lordship is hearing Appeals in the House of Lords excepted.

MASTER OF THE ROLLS.

At Chancery Lane.

Monday, Feb. 9 — *The First Seal.*—Motions.
Tuesday 10, Wednesday 11, Thursday 12, Friday 13, Saturday 14, Monday 16 — Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday 17 — *The Second Seal.*—Motions.
Wednesday 18, Thursday 19, Friday 20 — Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday 21...General Petitions.
Monday 23, Tuesday 24 — Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 25 — *The Third Seal.*—Motions.
Thursday 26, Friday 27, Saturday 28, Monday, Mar. 2, Tuesday 3, Wednesday 4 — Pleas, Demrs., Ex., Causes, Claims, & F. D.
Thursday 5 — *The Fourth Seal.*—Motions.
Friday 6, Saturday 7, Monday 9, Tuesday 10, Wednesday 11, Thursday 12 — Pleas, Demrs., Ex., Causes, Claims, & F. D.
Friday 13 — *The Fifth Seal.*—Motions.
Saturday 14, Monday 16, Tuesday 17, Wednesday 18, Thursday 19, Friday 20 — Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday 21 — *The Sixth Seal.*—Motions.
Monday 23...General Petitions.
Tuesday 24, Wednesday 25, Thursday 26, Friday 27, Saturday 28 — Remaining Mtns. and Petitions and General Paper.

Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday*. The unopposed Petitions *to be taken first.*

NOTICE.—Consent Petitions must be presented and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.

At Lincoln's Inn.

Monday Feb. 9 — *The First Seal.*—App. Mtns. & Apps.
Tuesday 10, Wednesday 11, Thursday 12 — Appeals.
Friday 13 — Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 14, Monday 16 — Appeals.
Tuesday 17 — *The Second Seal.*—App. Mtns. & Apps.
Wednesday 18, Thursday 19 — Appeals.
Friday 20 — Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 21, Monday 23, Tuesday 24 — Appeals.
Wednesday 25 — *The Third Seal.*—App. Mtns. & Apps.
Thursday 26...Appeals.
Friday 27 — Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 28, Monday, Mar. 2, Tuesday 3, Wednesday 4 — Appeals.
Thursday 5 — *The Fourth Seal.*—App. Mtns. & Apps.
Friday 6 — Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 7, Monday 9, Tuesday 10, Wednesday 11, Thursday 12 — Appeals.
Friday 13 — *The Fifth Seal.*—App. Mtns. & Apps.
Saturday 14 — Ptns. in Lun. and Bktcy. & App. Ptns.
Monday 16, Tuesday 17, Wednesday 18, Thursday 19 — Appeals.
Friday 20 — Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 21 — *The Sixth Seal.*—App. Mtns. & Apps.
Monday 23, Tuesday 24, Wednesday 25, Thursday 26 — Appeals.
Friday 27 — Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 28...Appeals.

The days (if any) on which the Lords Justices shall be engaged at the Judicial Committee of the Privy Council are excepted.

V. C. SIR R. T. KINDERSLEY.

At Lincoln's Inn.

Monday, Feb. 9 — *The First Seal.*—Mtns. & Gen. Paper
Tuesday 10, Wednesday 11, Thursday 12 — Pleas, Demrs., Ex., Causes, Claims, & F. D.
Friday 13...Ptns. (unop. first)
Saturday 14 — Sht. Causes, Sht. Claims & Causes.
Monday 16 — Pleas, Demrs., Ex., Causes, Claims, & F. D.

Tuesday	17	*The Second Seal.*—Mtns. & Gen. Paper
Wednesday	18	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Thursday	19	
Friday	20	...Ptns. (unop. first)
Saturday	21	Sht. Causes, Sht. Claims, & Causes
Monday	23	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	24	
Wednesday	25	*The Third Seal.*—Mtns. & Gen. Paper
Thursday	26	Pleas. Demrs., Ex., Causes, Claims, & F. D.
Friday	27	...Ptns. (unop. first)
Saturday	28	Sht. Causes, Sht. Claims & Causes
Monday, Mar.	2	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	3	
Wednesday	4	
Thursday	5	*The Fourth Seal.*—Mtns. & Gen. Paper
Friday	6	...Ptns. (unop. first.)
Saturday	7	Sht. Causes, Sht. Claims & Causes
Monday	9	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	10	
Wednesday	11	
Thursday	12	
Friday	13	*The Fifth Seal.*—Mtns. & Gen. Paper
Saturday	14	Ptns. (unop. first). Short Causes and Short Claims
Monday	16	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	17	
Wednesday	18	
Thursday	19	
Friday	20	
Saturday	21	*The Sixth Seal.*—Mtns. & Gen. Paper
Monday	23	Sht. Causes, Sht. Claims, & Causes
Tuesday	24	...Ptns. (unop. first)
Wednesday	25	Remaining Mtns. and Ptns. & Gen. Paper.
Thursday	26	
Friday	27	
Saturday	28	

V. C. SIR JOHN STUART.

At Lincoln's Inn.

Monday, Feb.	9	*The First Seal.*—Mtns. & Causes
Tuesday	10	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday	11	
Thursday	12	
Friday	13	...Ptns. & Gen. Paper
Saturday	14	Sht. Causes and Claims, & Causes
Monday	16	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	17	*The Second Seal.*—Mtns. & Causes
Wednesday	18	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Thursday	19	
Friday	20	...Ptns. & Gen. Paper
Saturday	21	Sht. Causes and Claims, & Causes
Monday	23	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	24	
Wednesday	25	*The Third Seal.*—Mtns. & Causes
Thursday	26	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Friday	27	...Ptns. & Gen. Paper
Saturday	28	Sht. Causes and Claims, & Causes
Monday, Mar.	2	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	3	
Wednesday	4	
Thursday	5	*The Fourth Seal.*—Mtns. & Causes.
Friday	6	...Ptns. & Gen. Paper
Saturday	7	Sht. Causes, and Claims, & Causes
Monday	9	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	10	
Wednesday	11	
Thursday	12	
Friday	13	*The Fifth Seal.*—Motions. & Causes
Saturday	14	Ptns., Sht. Causes and Claims
Monday	16	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	17	
Wednesday	18	
Thursday	19	
Friday	20	
Saturday	21	*The Sixth Seal.*—Mtns. & Causes
Monday	23	Sht. Causes and Claims, & Causes
Tuesday	24	...Ptns. & Gen. Paper
Wednesday	25	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Thursday	26	
Friday	27	
Saturday	28	

V. C. SIR WILLIAM P. WOOD.

At Lincoln's Inn.

Monday, Feb.	9	*The First Seal.*—Mtns. & Gen. Paper
Tuesday	10	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday	11	
Thursday	12	
Friday	13	
Saturday	14	Ptns. Sht. Causes & Cl., & Gen. Paper
Monday	16	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	17	*The Second Seal.*—Mtns. & Gen. Paper
Wednesday	18	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Thursday	19	
Friday	20	
Saturday	21	Ptns. Sht. Causes & Cl., & Gen. Paper
Monday	23	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	24	
Wednesday	25	*The Third Seal.*—Mtns. & Gen. Paper
Thursday	26	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Friday	27	
Saturday	28	Ptns. Sht. Causes & Cl., & Gen. Paper
Monday, Mar.	2	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	3	
Wednesday	4	
Thursday	5	*The Fourth Seal.*—Mtns. & Gen. Paper
Friday	6	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday	7	Ptns. Sht. Causes & Cl., & Gen. Paper
Monday	9	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	10	
Wednesday	11	
Thursday	12	
Friday	13	*The Fifth Seal.*—Mtns. & Gen. Paper
Saturday	14	Ptns. Sht. Causes & Cl., & Gen. Paper
Monday	16	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	17	
Wednesday	18	
Thursday	19	
Friday	20	
Saturday	21	*The Sixth Seal.*—Mtns. & Gen. Paper
Monday	23	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	24	
Wednesday	25	Ptns. Sht. Causes & Cl., & Gen. Paper
Thursday	26	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Friday	27	
Saturday	28	

Claims will be taken in precedence of the General Paper every Petition Day.

CAUSE LIST AFTER HILARY TERM, 1857.

☞ *The following abbreviations have been adopted to save space:—*

A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Cts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. D.* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearing—*S. O.* Stand over—*Sh* Short.

LORD CHANCELLOR.

Appeals.

Stephens v. Powys
Crook v. Whitley
Tempest v. Tempest

MASTER OF THE ROLLS.

Causes, &c.

James v. Homes (Cause)
Newbegin v. Bell (Fur. conson)
Attorney-Gen. v. Mansfield School (F. D. and costs and 2 Ptns.)
Graham v. Lee (Motion for decree)
Stanley v. Jackman (Cause)
Douglass v. Archbutt (Cause)
Knight v. Pocock (M. for dec.)
Brocas v. Lloyd (Cause)
Burrow v. Moore (ditto)
Cowell v. Gatcombe (M. for dec.)
Lyon v. Lumley (Cause)
Johnassohn v. Shaw (M for dec.)
Stainton v. Carron Co. (M. for dec. *March 2nd*)
Irwin v. Hamer (Cause, *Feb. 23rd*)
Sanderson v. Bockett (F. C. & 2 pets.)
Green v. Nixon (Motion for decree)
Hart v. Hoener (do.)
Spencer v. Pearson (do.)
Rawlings v. Pearson (do.)
Rawlings v. Rawlings (2) (Cause)
Rawlings v. Bluett (Cause)
Gibson v. Garnett (do.)
Wilkinson v. Duncan (M. for dec.)
Hoskins v. Manley (Cause)
Jones v. Kilburn (M. for dec.)
Elliott v. Wilson (do.)
Preston v. Preston (Fur. conson.)
Dugard v. Rea (Cause)
Anderson v. Anderson (M. for dec.)
Pooley v. Warwick (do.)
Warwick v. Pooley (do.)
Healey v. McMurray (ditto)
Gorbell v. Davison (3) (F. C. & ptn.)
Gully v. Cregoe (M. for dec.)
Wing v. Roof (Claim).
Ellis v. Baker (M. for dec.)
Faulkner v. Jeffery (F. C. & motion)
Knight v. Knight (M. for dec).
Blagrove v. Coore (Fur. conson.)
Hobman v. Clarke (do.)
Mercdith v. Vick (do.)
Chester v. Urwick (do.)
In re Reeve, Moxon v. Reeve (Fur. conson.)
Maxwell v. Port Tennant Patent Steam Fuel and Coal Co. (Cause)
Fuller v. Green (Fur. dirs. & costs)
Pollard v. Pollard (Fur. conson.)
Harris v. Whitaker (Cause)
Regent's Canal Co. v. Ware (Mtn. for dec.)
Bell v. Strangman (Fur. conson.)
Green v. Hayward (Fur. dirs. & csts.)
Simpson v. Allison (Cause)
Purdue v. Sharp (Fur. conson.)
Hutchinson v. Kay (Mtn. for dec.)
Clough v. Clough (do.)
Field v. Cook (Cause)
Nosworthy v. Lewis (Mtn. for dec.)
Taylor v. Williams (do.)
Powell v. Heptinstall (do.)
Wolterbeek v. Barrow (Cause)
Richardson v. Heald (Fur. conson.)
Hampson v. Hampson (Mtn. for dec.)
Hagyard v. Crosier (Cause)
Freeman v. Probert (Claim)
Ritchie v. Coates (Fur. conson.)
James v. Gibbon (4) (F. dirs. & csts.)
Wright v. Kirby (Fur. conson.)
Preston v. Webb (do.)
Lawrence v. Warburton (do.)
Sewell v. Cooper (Cause)
Smith v. Smith, Trinder v. Smith (Fur. conson.)
Bell v. Bowdler (Mtn. for dec.)
Lill v. Lill (Fur. conson.)
Starr v. Newbery (Special case)
Hadwen v. Hadwen (Mtn. for dec.)
Meredith v. Bevan (do.)
In re Hall, Hall v. Hall (Fur. con. & sumns.)
Fellows v. Mew (cause)
Blandy v. Kimber (Mtn. for dec.)
Smart v. Bradstock, Smart v. Bradley (F. D. & csts.)
Robinson v. Anderson (Fur. conson.)

LORDS JUSTICES.

Appeals.

Gray v. Addison
Manser v. Dix (part heard)
Eaton v. Hazell (*Easter Term*)
Denne v. Light
Westmacott v. Robins
Toovey v. Holbrooke
Hope v. Hope (Demurrer).

VICE-CHANCELLOR SIR R. T. KINDERSLEY.

Causes, &c.

Perfect v. Stockwell (Motion for decree part heard)
Hue v. French, French v. French (Fur. conson.)
Caddick v. Skidmore (Cause)
Moore v. Morris (Mtn. for decree)
Roberts v. Snead, Roberts v. Lewis (F. D. & csts.)
Lee v. Lee (6) (Fur. dirs. and costs)
Lee v. Lee (6) (do.)
Nokes v. Gibbon (Cause)
Nokes v. Fish (do.)
Nokes v. Baker (do.)
Ewart v. Williams (Exceptions to Williams v. Ewart Master's report)
Buckeridge v. Whalley, Buckeridge v. Whalley (Cause)
Smith v. Sudlow (do.)
Stephens v. Stephens (Motion for decree)
Stephens v. Stone (do.)
Potter v. Edwards (do).
Saunders v. Saunders (Cause)
Whatley v. Matthews (Fur. conson.)
In re Mellersh, Stillwell v. Mellersh (Fur. conson.)
Stilwell v. Mellersh (Cause & ptn.)
Lilley v. Medlycott, Lilley v. Lilley (F. D. & csts.)
Brandon v. Brandon (12) (Fur. dirs. and costs and 4 petitions)
Cannock v. Jauncey (Cause)
Cannock v. Higgins (Mtn. for dec.)
Watson v. Hanbury, Watts v. Hanbury (F. D. & csts.)
Bunny v. Woodham (do.) (short)
Evans v. Brice (Cause)
Allen v. Embleton, Allen v. Allen (Fur. conson.)
Climenson v. Smith (Cause)
Dawes v. Barnes (do.)
Taylor v. Butterworth (M. for dec.)
Smith v. Kingston (F. C.) (short)
Seed v. Lee (Cause)
Parker v. Parker (F. D. and costs)
Etches v. Etches (F. C. & summons)
Foster v. Bonner (5) (F. D. & costs)
Lucas v. Lucas (11) (Fur conson.) (short)
Harcourt v. Harcourt (Mtn. for dec.)
Chamberlain v. Lee (3) (F. D. & csts.)
Wakeford v. Warman (M. for dec.)
Strangway v. Bishop (Claim)
Sharples v. Marsh (3) (Fur. conson.)
Ommanney v. McCarogher (do.)
Andrews v. Pugh, Andrews v. Sturgis (do.)
Hurst v. Gregory (Special case)

VICE-CHANCELLOR SIR JOHN STUART.

Causes, &c.

Jones v. Jones (Mtn. for decree)
Jones v. Jones (Cause)
Dean v. Hall (6) (Fur. dirs. & costs)
Harries v. Vaughan (Cause)
Stevens v. Jardine (Motion for dec.)
Kiddill v. Farnell (do.)
Palmer v. Dugard (do.)
Dugard v. Palmer (Cause)
Ashton v. Wood (F. C. and motion)
Pain v. Coombs (Motion for decree)
Jowett v. Bentley (Cause)
Robson v. Earl of Devon (Cause)
Lett v. Crystal Palace Ry. Co. (do.)
Hamilton v. Marston (M. for dec.)
Pattrick v. Eastern Union Ry. Co. (Motion for decree).
Taylor v. The Grand Junction Waterworks Co. (M. for decree)
Broughton v. Griffin (do.)
Re Greenlaw's Estate, Smith v. Greenlaw (Fur. con.)
Horton v. Horton (Cause)
Wenham v. O'Brien (do.)
Hawks v. Turner (Motion for decree)
Montifiore v. Dale (do.)
Ashmall v. Wood (F. C. & motion)
Holborow v. Ricketts (Fur. con.)
Allday v. Fletcher (Cause)
Dawson v. Clark (Fur. conson.)
Huskisson v. Harris (Cause)

Daubuz v. Crosbie (Special case)
Duffort v. Arrowsmith (M. for dec.)
Holden v. Holden }
Hill v. Dolphin } (Cause)
Tildesley v. Lodge (do.)
Langwith v. Rawson (Fur. consen.)
Rolfe v. Rolfe (Motion for decree)
Watters v. Jones (Fur. consen.)
De Dachenhausen v. Cowell (Cause)
Carter v. Haswel. (Fur. consen.)
Collyer v. Train (Claim)
Rayner v. Tate (Motion for decree)
Fyfe v. Arbuthnot (do.)
Baker v. Ellis (do.)
Anderson v. Abbott (do.)
Moffett v. Bates (do.)
Jones v. Thompson (do.)
Hodgson v. Hartley (do.)
Morrell v. Butterfield (do.)
Chorley v. Bellett (do.)
Lloyd v. Horrox (do.)
Hornblow v. Munford (do.)
Vale v. Bliss (do.)
Welch v. Colquhoun (Cause)
Price v. Watson (Motion for decree)
Sloper v. Cottrell (Cause)
Westall v. Bain (M. for dec.) (short)
Haslam v. Frith (Fur. consen.)

VICE-CHANCELLOR SIR W. P. WOOD.

Causes, &c.

Wythes v. Labouchere (Exceptions to answer)
Wythes v. Labouchere (do.)
De la Rue v. Dickinson (do.)
Janes v. Page } (Cause 16*th Mar.*)
Mingay v. Page }
Beck v. Kantorowicz (M. for dec.)
Fripp v. The Bridgwater & Taunton Canal and Stolford Ry. & Harbour Co. (Cause, 16*th Feb.*)
Nott v. Thomas (do.)
Muskett v. Muskett (Cause pt. hd.)
Mornington v. Keane (Cause)
Dewsbury v. Dewsbury (do.)
Smith v. Harrison (M. for decree)
Moyle v. Rogers (do.)
Manby v. Bewicke (Cause)
Violett v. Brookman (Mtn. for dec.)
Smith v. Liddiard (do.)
Harris v. Combe (do.)
Welby v. Bower (do.)
Bulkeley v. Mousley (Cause)
Hope v. Potter (Special case)
Watson v. Murray } Mtn. for dec.)
Watson v. Sturgis }
Coles v. Courtenay (F. C.) (short)
Weston v. Collins (Claim)
Petty v. Cockerill (Fur. consen.)
Wylde v. Murray } (Cause.)
Sturgis v. Murray }
The Marchioness of Londonderry v. Bramwell (Motion for decree)
Hare v. Burgess (do).
Keal v. Cunnington (Cause)
Greenwood v. Shave (Mtn. for dec.)
Arthur v. London & North Western Railway Co. (Mtn. for decree)
Arthur v. Midland Railway Co. (do.)
Hitchcock v. Carew (2) (Fur. con.)
Lee v Bliss (Cause)
Priestly v. Holgate (Mtn. for dec.)
Bowerman v. Bowerman (2) (Cause and petition)
Beere v. Beere (Fur. consen).
Mayor of Rochester v. Taylor (Cause)
Hopps v. Wood (Fur. consen.)
Hughes v. Jones (Fur. dirs. & costs)
Norcop v. Gardner (Mtn. for dec.)
Atlee v. Debley (Fur. dirs & costs)
Stretton v. Snazel (Mtn. for decree)
Jones v. Farnell (Cause)
Duff v. Duff (Motion for decree)
Farebrother v. Arkell (Cause)
Lord v. Lord (ditto)
Baxter v. Brooke (Claim)
McCulloch v. Gregory (Fur. dirs. and costs and fur. consen and ptn.)
Holland v. Johnson (Mtn. for dec.)
Bennett v. Adamson (do.)
In re Fryer } (F. C. from
Martindale v. Picquot } chambers)
Poyser v. Edwards (Claim)
Powell v. Powell (3) (Fur. consen.)
Godfrey v. Mountain (Mtn. for dec.)
Bourne v. Dugard (do.)
Rowley v. Unwin (Fur. consen.)
Stretton v. Stretton (Special case)
Gwynn v. Doughney (Mtn. for dec.)
Sudbury v. Brown (Fur. consen.)
Vines v. Whitehead (Claim)

Transfer of Chancery Causes.

ORDER OF COURT.

Monday, the 2nd day of February, 1857.

Whereas, from the present state of the business before the Lord Chancellor and the Master of the Rolls respectively, it is expedient that a portion of the causes set down to be heard before the Master of the Rolls should be transferred to the book of causes to be heard before the Vice-Chancellor Sir John Stuart. Now, we the Lord Chancellor and the Master of the Rolls do hereby order that the several causes set forth in the schedule hereunto subjoined be accordingly transferred from the book of causes of the Master of the Rolls to that of the said Vice-Chancellor Sir John Stuart. And do also further order that the causes so to be transferred (although the bills in such causes may have been marked for the Master of the Rolls, under the orders of court of the 5th day of May, 1837, and notwithstanding any orders therein made by the Master of the Rolls), shall hereafter be considered and taken as causes originally marked for the Lord Chancellor, and be subject to the same regulations as all causes marked for the Lord Chancellor are subject to the same orders: Provided, nevertheless, that no order made by the Master of the Rolls in any such causes shall be varied or reversed otherwise than by the Lord Chancellor or the Lords Justices. And this order is to be drawn up by the registrar, and set up in the several offices of this court.

CRANWORTH, C.
JOHN ROMILLY, M.R.

SCHEDULE.

From the Master of the Rolls' Book.

Plaintiff.	Defendant.	
Rayner	Tate	Motion for Decree.
Fife	Arbuthnot	do.
Baker	Ellis	do.
Anderson	Abbot	do.
Moffett	Bates	do.
Jones	Thompson	do.
Hodgson	Hartley	do.
Morrell	Butterfield	do.
Chorley	Bellett	do.
Lloyd	Horrox	do.
Hornblow	Mumford	do.
Vale	Bliss	do.
Welch	Colquhoun	Cause.
Price	Watson	Motion for Decree.
Sloper	Cottrell	Cause.

CRANWORTH, C.
JOHN ROMILLY, M.R.

Common Pleas.

NEW TRIALS—HILARY TERM, 1857.

Suspended.

Emery v. Clark | Sichel v. Churchward.

Spring Circuits of the Judges.

1857.

COLERIDGE, J., will remain in town.

Midland.

Lord CAMPBELL and WIGHTMAN, J.

Northampton	Monday	March 2.
Leicester and Borough	Thursday	March 5.
Oakham	Monday	March 9.
Lincoln and City	Tuesday	March 10.
Nottingham and Town	Saturday	March 14.
Derby	Wednesday	March 18.
Warwick	Saturday	March 21.

Western.

COCKBURN, L. C. J., and WILLIAMS, J.

Winchester	Monday	March 2.
Salisbury	Saturday	March 7.
Dorchester	Thursday	March 12.
Exeter and City	Monday	March 16.
Bodmin	Monday	March 23.
Taunton	Saturday	March 28.

Norfolk.

POLLOCK, L. C. B., and ERLE, J.

Aylesbury	Monday	March 9.
Bedford	Saturday	March 14.
Huntington	Wednesday	March 18.
Cambridge	Friday	March 20.
Bury St. Edmunds	Wednesday	March 25.
Norwich and City	Tuesday	March 31.

Northern.

MARTIN, B., and CROMPTON, J.

Lancaster	Wednesday	Feb. 18.
Appleby	Friday	Feb. 20.
Carlisle	Monday	Feb. 23.
Newcastle and Town	Friday	Feb. 27.
Durham	Wednesday	March 4.
York and City	Monday	March 9.
Liverpool	Saturday	March 21,

Oxford.

CROWDER, J., and WILLES, J.

Reading	Monday	March 2.
Oxford	Thursday	March 5.
Worcester and City	Monday	March 9.
Stafford	Friday	March 13.
Shrewsbury	Monday	March 23.
Hereford	Thursday	March 26.
Monmouth	Saturday	March 28.
Gloucester and City	Wednesday	April 1.

North Wales.

BRAMWELL, B.

Welshpool	Tuesday	March 10.
Bala	Friday	March 13.
Carnarvon	Monday	March 16.
Beaumaris	Thursday	March 19.
Ruthin	Saturday	March 21,
Mold	Wednesday	March 25.
Chester and City	Saturday	March 28.

South Wales.

WATSON, B.

Swansea	Tuesday	Feb. 24.
Haverfordwest and Town	Saturday	March 7.
Cardigan	Thursday	March 12.
Carmarthen and Borough	Monday	March 16.
Brecon	Saturday	March 21.
Presteign	Wednesday	March 25.
Chester and City	Saturday	March 28.

Home.

CRESSWELL, J., and the new Judge, when appointed.

The Commission days for this Circuit have not yet been appointed; but it is expected that the Assizes will commence at Hertford, on the 28th February.

Births, Marriages, and Deaths.

BIRTHS.

BAYLIS—On Jan. 29, at 10 Howley-place-villas, Harrow-road, the wife of T. Henry Baylis, Esq., barrister-at-law, of a daughter.

BROUGHAM—On Feb. 3, at Liverpool the wife of James R. Brougham, Esq., barrister-at-law, of a son.

DENTON—On Jan. 14, at Tywyn, in the parish of Abergele, Denbighshire, the wife of Hughes Ridgway Denton, of the Middle Temple, barrister-at-law, of a daughter.

GRIDLEY—On Feb. 3, at Brunswick-terrace, Brighton, the wife of H. G. Gridley, Esq., barrister-at-law, of a daughter, stillborn.

HAIG—On Jan. 31, at 16 Titchfield-terrace, Regent's-park, the wife of James Haig, Esq., of Lincoln's-inn, of a daughter.

HEAD—On Feb. 2, at 47 Upper Baker-street, Regent's-park, the wife of Samuel Heath Head, solicitor, of a son.

MARRIAGES.

BACON—EWART—On Feb. 3, at St. James's, Paddington, by the Very Rev. the Dean of Salisbury, the Rev. Hugh Bacon, rector of Baxterley, Warwickshire, eldest son of James Bacon, Esq., Q.C., to Annie Charlotte, second daughter of the late Rev. Peter Ewart, rector of Kirkington, Yorkshire.

BYRON—KINDERSLEY—On Feb. 4, at St. James's, Paddington, by the Lord Bishop of Salisbury, assisted by the Rev. Richard C. Kindersley, brother of the bride, the Hon. and Rev. William Byron, youngest son of Lord Byron, to Mary Elizabeth, youngest daughter of the Vice-Chancellor Sir Richard T. Kindersley.

DEATHS.

ATHILL—On Jan. 28, at Bridge-place, near Canterbury, aged 50, George Athill, Esq., late of Antigua, youngest son of the Hon. James Athill, many years Chief Justice of that island.

CUTTS—On Jan. 30, at the Manor-house, Chesterfield, John Cutts, Esq., solicitor, after a lingering illness.

HEYWOOD—On Feb. 1, at Malvern, Katharine, widow of the late Charles Heywood, Esq., barrister-at-law, and eldest daughter of Albert William Beetham, Esq., of Boldre, Hants.

LANE—On Jan. 30, at 25 Sloane-street, Mary Anne, the wife of Mr. R. K. Lane, solicitor, aged 53.

SOADY—On Feb. 1, at Ipswich, R. W. Soady, Esq., of Lincoln's-inn, barrister-at-law.

Unclaimed Stock in the Bank of England.

The Amounts of Stocks stated will be transferred to the undermentioned Parties unless Claimants appear within Three Months.

BATLEY, GEORGE, £150 Consols, heretofore standing in the name of George Batley, of Liverpool, merchant.

COXWELL, CHARLES ROGERS (surviving acting executor), £417 : 1 : 5 New 3 per Cents., and £1,746 : 1 : 6 Consols, heretofore standing in the name of Richard Gray Chambers, of Sloane-st., Chelsea, Esq., and Upper Baker-st.

DANIELL, CAROLINE (widow, sole executrix), £483 : 17 : 5 Consols, and £57 : 0 : 5 New 3 per Cents., heretofore standing in the name of Edmund Robert Daniell, of Lincoln's-inn, Esq.

FARMER, WILLIAM, £42 : 1 : 2 Consols, heretofore standing in the name of William Farmer, of London-st., Fenchurch-st., miller.

FLANDER, SAMUEL (sole executor), £100 Consols, heretofore standing in the name of Samuel Flander, of Fortune-bay, Newfoundland, fisherman.

HALFORD, CHARLES DOUGLAS (administrator with the will annexed de bonis non), £4,000 Consols, heretofore standing in the name of Mary Halford, late of Piccadilly, deceased.

HARRISON, FISKE GOODEVE FISKE, £80 : 18 : 10 Reduced 3 per Cents., heretofore standing in the name of Fiske Goodeve Fiske Harrison, of Copford-hall, near Colchester, Essex, Esq.

HESELTINE, ELIZA (wife of William Keale Heseltine, formerly Eliza Smith), £79 : 19 : 7 Consols, heretofore standing in the name of Eliza Smith, of Marlborough-pl., Walworth, spinster, now wife of William Keale Heseltine, of Broad-st., gent.

HOPKINS, JANE (wife of John Hopkins), £348 . 16 : 7 Consols, and £200 New 3 per Cents., heretofore standing in the name of Jane Hopkins wife of John Hopkins, of Pangbourne, Berks, Esq.

HOWARD, FANNY (spinster), & THOMAS UNWIN (acting surviving executors of Rev. Henry Howard), £67 : 7 : 2 Reduced 3 per Cents., heretofore standing in the name of the Rev. Henry Howard, of Sawbridgeworth, Herts.

KEENE, Rev. CHARLES EDMUND RICK, £300 : 5s. New 3 per Cents., heretofore standing in the name of the Rev. Charles Edmund Keene, of Buckland, Surrey.

LEIGH, JOHN SHAW, ROBERT RICHMOND, & ELIAS ARNAUD, £59 : 7 : 8 New 3 per Cents., heretofore standing in the names of John Shaw Leigh, of Liverpool, gent., Robert Richmond, of the Inner Temple, London, Esq., & Elias Arnaud, of Liverpool, Collector of Customs.

ROBINSON, WILLIAM HENRY (surviving executor of Rebecca Robinson), £60 Consols, heretofore standing in the names of Rebecca Robinson, widow, & Abraham Booth Robinson, grocer, both of Piccadilly.

WHITE, JAMES (the husband, administrator), £50 Reduced 3 per Cents., heretofore standing in the name of Sarah Johnson, of the Crown, Westminster-rd., widow.

Next of Kin.

Advertised for during the Week.

ELDRIDGE, THOMAS, Charles-st., Berkeley-sq., and Greenwoods, Essex, who died in Oct., 1851. The heir-at-law is, on or before Mar. 9, to come in and prove such heirship at Master of the Rolls' Chambers.

FOWLER, CLARA SOPHIA, 8 Anglesea-pl., Southampton, who died on April 19, 1856. Next of kin living at her death, or their personal representatives, are, on or before March 9, to come in and make out their claims at Master of the Rolls' Chambers.

MICHAEL, HANNAH (formerly Isaacs, spinster), late of Harford-pl., Newcut, Bedminster, Somerset, widow (heretofore the wife of Isaac Michael, late of Bristol, furniture broker), deceased. Next of kin to apply to Mr. Edward Weatherly, in the office of Messrs. Denne, Jellicoe, & Neve, Proctors, Doctors'-commons.

TAYLOR, WILLIAM, who died in Panama in 1856. Next of kin to apply to the Solicitor of the Treasury, Whitehall.

Money Market.

CITY, FRIDAY EVENING.

Payments on Wednesday, the 4th of the month, were very heavy, but well and regularly met, money being in fair supply and the demand not excessive.

In the English Funds there was an advance, on that day, of ⅛ per cent., which has not been maintained.

The rates at the Bank of England again continue unaltered.

The fluctuations in the Stock and Share Markets during the month of January have not been large. The operations have resulted in a decline of prices, and there has been generally great flatness. In the English Funds the total decline in the month has amounted to about 1 per cent. In the French 3 per Cents. an advance of full 1 per cent. has been established in the course of the month. In other important Foreign Funds there has been a decline in price commensurate with that in the English Funds. In the English Share Markets the decline has been nearly in an equal ratio with the English Funds. The demand for money in the Discount Market continues active, but there is greater easiness than during the last month. The rates for discount and continuation are high. The state of Trade and Manufactures is believed to be sound and favourable, notwithstanding the high rates of interest. The chief cause of these high rates is still believed to be derived from operations in France.

In the Corn Markets the considerable decline in prices which progressed during the last two weeks of the month of January has been arrested during the present week, but without any general recovery.

From the Bank of England return for the week ending the 31st January, 1857, which we give below, it appears that the amount of notes in circulation is £19,173,235, being an increase of £83,270; and the stock of bullion in both departments is £10,139,976, showing an increase of £23,694, when compared with the previous return.

The French Government has published an article in favour of the union of Wallachia and Moldavia under one administration. It is sound policy to prefer one powerful state. It has not been shown that there is any such principle of opposition between these states as made the union of Holland and Belgium in 1815 result in early separation. It is alleged that these provinces united would be subservient to Russia, and that the governments of Austria and Turkey are opposed to the union. Possibly the suzerainty of Turkey will be more surely maintained by disunion.

Public attention has been again drawn to the subject of an increase in the capital of the Bank of France, by re-publication last week in the *Moniteur* of a remarkable note by Napoleon I., sent to the bank in 1810 by his order. It combats in his usual strong and clear terms the principle of augmenting the capital of the bank for the purpose of discounting bills of exchange and making similar advances. When the French Government, during the late war with Russia, negotiated a loan, the whole was readily taken by private persons, shewing that large reserves had accumulated in such hands and were brought forward on that occasion. If it is now intended to adopt the plan of augmenting the capital of the Bank, this appeal to a document bearing the name of the great Napoleon may be made for the purpose of opening again such accumulations. It may be expected that the shares intended to represent the proposed increase in the capital of the Bank will be taken by private persons, without any great diversion of capital now engaged in public investments. It appears that the capital of the Bank of France was augmented from time to time, but no augmentation has taken place during many years past. It now amounts to 90,000,000 fr. (£3,600,000), and there is a reserve fund of nearly £500,000. During the subsequent interval the wealth and population of France has increased so as to make an increase in the capital of the Bank suitable to present circumstances. If such increase be derived from sources of home growth and domestic prosperity, and be managed with even a moderate degree of caution, it is reasonable to expect amendment in the position of the Bank, and consequently a cessation of that drain upon the money markets of other countries, which is believed to have been very costly to the Bank of France, and also to have been the cause of inconvenient disarrangement in the Bullion and Discount Markets on this side the water.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	216	217	217½	...	217½	217½
3 per Cent. Red. Ann.	93⅞	93⅞	93⅝	98⅝	93⅝	93⅝
3 per Cent. Cons. Ann.	93	93⅛	93⅛	93⅛	93⅛	93
New 3 per Cent. Ann.	93⅜	93⅜	93⅜	93⅜	93⅜	93⅜
New 2½ per Cent. Ann.	...	...	...	76½	...	...
Omnium	...	...	...	...	...	...
3½ per Cent. Annuities	...	...		...	...	...
Long Annuities (exp. Jan. 5, 1860)	2⅛	...	2⅛	2⅛	2⅛	2 15-16
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	...	2 11-16	...
Do. 30 yrs. (exp. April 5, 1885)	...	...	18 1-16	...	18⅛	...
India Stock	218	220	219	...	220	...
India Bonds (£1,000)	...	...	par	1s. pm.	...	...
Do. (under £1,000)	3s. dis.	par	...	par	1s. pm.	2s. pm.
Exch. Bills (£1,000)	par	par	...	2s. pm.	par.	3s. pm.
Exch. Bills (£500)	par	1s. pm.	...	par	2s. pm.	1s. pm.
Exch. Bills (Small)	par	1s. pm.	...	2s. pm.	1s. dis.	1s. pm.
Exch. Bonds, 1858, 3½ per Cent.	98⅝	98⅝	...	...	98⅝	98⅛
Exch. Bonds, 1859, 3½ per Cent.	98⅛	98⅛	98⅛	98⅝	98⅝	98⅛

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	93	...	...	...	...	93½
Caledonian	60⅝ 1½	61½ ¼ 2¼	62¼ 3	...	...	62⅝
Chester and Holyhead ...	...	36½	36	...	...	...
East Anglian	...	...	...	...	...	...
Eastern Union A stock .	...	...	...	...	...	...
East Lancashire	94⅝	95 ¼	...	95½	95½	...
Edinburgh and Glasgow	...	53½	53⅝	54½	...	...
Edin., Perth, & Dundee .	...	...	34½	34⅝	35	54
Glasgow & South Western	...	...	...	...	...	34½
Great Northern	98½ 4	94	94	...	94 3½	...
Gt. South & West. (Ire.).	...	111¼ 12½	...	...	...	...
Great Western	65½ ⅜	65⅞	66⅛ ¼	65⅝	66⅜	112
Lancashire & Yorkshire .	96½	96½ ⅛	96⅝	96⅝	96½ ⅜	...
Lon., Brighton, & S. Coast	...	108⅝ x d	107⅝	107 ⅜ 7	106⅞ 7	96⅝
London & North Western	106½ ⅜	106 ½ ⅜	106⅛	106½ ⅛	106½ ¼	107½
London and S. Western .	...	107¼ ¼ 7	107½	106⅝	106½	106½
Man., Shef., and Lincoln	...	...	34 x d	...	34½ ⅜	106¼
Midland	82½ 2 ⅜	82⅝ ⅜	83½ ¼	82½ ⅜ ⅜	82⅝ ¼	...
Norfolk	...	...	54½	...	55	82⅝
North British	40 39½	40	40½ ¼	40½	40½	...
North Eastern (Berwick)	83½	84 3½	84½	85	84½ 5	40
North London	...	...	...	...	...	85
Oxford, Worc. & Wolv. .	...	...	27¼	...	27½	...
Scottish Central	...	...	...	...	...	27¼
Scot.N.E. Aberdeen Stock	...	...	...	25½	25½	...
Shropshire Union	...	49¼	...	...	50⅜ 50	24⅜
South-Eastern	74½	...	74	75⅜	73⅞	...
South-Wales	...	...	85½	...	85½	73¾

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 31ST DAY OF JANUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued . .	23,937,300	Government Debt .	11,015,100
		Other Securities . .	3,459,900
		Gold Coin and Bullion .	9,462,300
		Silver Bullion . .	—
	£23,937,300		£23,937,300

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) . .	11,557,114
Rest	3,401,606	Other Securities . .	17,708,739
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	5,415,624	Notes	4,764,065
		Gold and Silver Coin .	677,676
Other Deposits . .	10,530,424		
Seven day & other Bills	806,940		
	£34,707,594		£34,707,594

Dated the 5th day of Feb., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

TUESDAY, *Feb.* 3, 1857.

The Right Hon. Sir Alexander Edmund Cockburn, Knight, Chief Justice of the Court of Common Pleas, was, Feb. 2, sworn a member of the Privy Council.

The Most Noble Henry Pelham, Duke of Newcastle, was, on Feb. 2, sworn Lord Lieutenant and Custos Rotulorum of the county of Nottingham.

Duchy of Lancaster, Feb. 2, 1857.

Charles Towneley, of Towneley, Esq., is appointed Sheriff of the county palatine of Lancaster for the year ensuing.

Crown Office, Feb. 3, 1857.

NEW MEMBER OF PARLIAMENT—*Borough of Salford*—Edward Ryley Langworthy, of Salford, Esq., vice Joseph Brotherton, Esq., deceased.

Bankrupts.

TUESDAY, *Feb.* 3, 1857.

BAKER, SAMUEL, Ironfounder, Birmingham. Feb. 13 & Mar. 6, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Messrs. Colicott & Canning, Dudley; Hodgson & Allen, and Reece, Birmingham. *Pet. for Arrangement*, Oct. 24.

BRYAN, JOHN, Electro-plater and Cutler, 8 Dyer's-bldgs, Holborn. Feb. 13, at 12, & Mar. 20, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Smith, Warwick-ct., Holborn. *Pet.* Jan. 22.

HATFIELD, JOHN ALFRED, Draper, Bradford, Yorksh. Feb. 20 and Mar. 20, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Rawson, George, & Wade, Bradford; Bond & Barwick, Leeds. *Pet.* Jan. 27.

HOLMES, JOHN, Builder, Bramham, Yorksh. Feb. 20 & Mar. 20, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Bickers, Tadcaster; Cariss & Cudworth, Leeds. *Pet.* Feb. 2.

TYLER, WILLIAM, & JOHN TYLER, Millers, King's Bromley, Stafford. Feb. 19, at 11.30, & Mar. 12, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sols.* Bowen, Stafford; E. & H. Wright, Birmingham. *Pet.* agst. W. Tyler, Jan. 27; J. Tyler, Feb. 2.

WHARTON, JOSEPH CURTIS, Licensed Victualler, Stourbridge, Worcestersh. Feb. 16 & Mar. 9, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Collis, Stourbridge; Knight, Birmingham. *Pet.* Jan. 21 & 22.

WILKS, JOHN, Butcher, Whitby, Yorksh. Feb. 20 & Mar. 20, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Buchanan & Gray, Whitby; Bond & Barwick, Leeds. *Pet.* Jan. 23.

WOODALL, GEORGE, Grocer, Carlisle. Feb. 17, at 1, Mar. 19, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Donald, Carlisle; Maples, Pearce, & Co., London; Hoyle, Newcastle-upon-Tyne. *Pet.* Jan. 14.

FRIDAY, *Feb.* 6, 1857.

ASHFIELD, CHARLES, Boot & Shoe Maker, 2 Home-ter., Hammersmith. Feb. 20, at 12.30, & Mar. 20, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Smith & Son, Barnard's-inn, Holborn. *Pet.* Feb. 4.

DICKENSON, JOSEPH, Lodging House Keeper, Harrowgate. Feb. 23, at 11, & Mar. 23, at 12; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Bond & Barwick; Neale, Leeds. *Pet.* Feb. 4.

EDWARDS, THOMAS, China & Glass Dealer, 26 Eversholt-st., Oakley-sq., St. Pancras. Feb. 17, at 11.30, & Mar. 18, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfield. *Sol.* Boydell, 41 Queen-sq., Bloomsbury. *Pet.* Jan. 28.

HUMPHERY, CATHERINE, Bookseller, 76 Baker-st., Portman-sq. Feb. 18, & Mar. 17, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* King & George, 35 King-st., Cheapside. *Pet.* Feb. 3.

OLDFIELD, ALEXANDER, Bookbinder, 17 Devonshire-st., Queen-sq. Feb. 18, & Mar. 17, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Shepheard, 24 Moorgate-st. *Pet.* Feb. 4.

PEACH, WILLIAM (William Peach & Co.), Coal Merchant, Derby. Feb. 17 & Mar. 17, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Shaw, Derby; E. & H. Wright, Birmingham. *Pet.* Feb. 3.

PERRIN, FRANÇOIS, Dealer in Foreign Woods, 9A Cleveland-st., Fitzroy-sq. Feb. 23, at 11.30, & Mar. 23, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Ashurst, Son, & Morris, 6 Old Jewry. *Pet.* Feb. 2.

BANKRUPTCIES ANNULLED.

FRIDAY, *Feb.* 6, 1857.

DALBY, JOHN FRANCIS, Scrivener, late of Aston-rd., now of Newhall-st., Birmingham. Feb. 4.

MEETINGS.

TUESDAY, *Feb.* 3, 1857.

ARLISS, JOHN, Carrier, Plymouth, Devon. Mar. 2, at 10; Plymouth *Com.* Bere. *Div.*

BRIDGEMAN, CHRISTOPHER VICKRY, Scrivener, Tavistock, Devon. Mar. 12, at 1; Exeter. *Com.* Bere. *Aud. Accts. & Prf. Dbts.*; and Mar. 19, at 1, *Div.*

DAVIES, FREDERICK READ, Auctioneer, 42 Union-st., Plymouth, Devon. Mar. 2, at 10; Plymouth. *Com.* Bere. *Div.*

DAVIS, EDWARD MEACHER, Licensed Victualler, Sutton Coldfield, Warwickshire. Feb. 25, at 10.30; Birmingham. *Com.* Balguy. *Div.*

DELLAGANA, JAMES, & BARTHOLOMEW DELLAGANA, Stereotype Founders, 61 Red Lion-st., Clerkenwell. Feb. 25, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

GORDON, LOUISA ELIZABETH, Bookseller, Dean's-pl., South Lambeth. Feb. 24, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

GOSLING, GEORGE, Builder, Sidmouth, Devon. Feb. 19, at 1; Exeter. *Com.* Bere. *Aud. Accts. & Prf. Dbts.*; and Feb. 26, at 1, *Div.*

GRAYBURN, WILLIAM, Grocer, 49 Lowgate, Kingston-upon-Hull. Mar. 4, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

GRIBBLE, RICHARD, Carpenter, Pilton, Devon. Feb. 19, at 1; Exeter *Com.* Bere. *Aud. Accts. & Prf. Dbts.*; and Feb. 26, at 1, *Div.*

JEWITT, THEODORE, & EDMUND MICKLEWOOD, Stationers, George-st., Plymouth. Mar. 2, at 10; Plymouth. *Com.* Bere. *Div.*

KELLAND, PHILIP, Miller, Bampton, Devon. Feb. 19, at 1; Exeter. *Com.* Bere. *Aud. Accts. & Prf. Dbts.*; and Feb. 26, at 1, *Div.*

KNIGHT, GEORGE, Licensed Victualler, Antelope Hotel, Poole. Feb. 26, at 11; Basinghall-st. *Com.* Evans. *Div.*

LIEBESCHUTZ, ADOLPH, Tailor, Liverpool. Feb. 26, at 11; Liverpool. *Com.* Stevenson. *Div.*

PARKER, ALEXANDER SMITH, Draper, 9 Buckland-st., Plymouth. Mar. 2, at 10; Plymouth. *Com.* Bere. *Div.*

SLOCOMBE, RICHARD, Farmer, Kentisbury, Devon. Feb. 19, at 1; Exeter. *Com.* Bere. *Aud. Acc. & Prf. Dbts.*; and Feb. 26, at 1, *Div.*

STOVELD, MARGARET JANE, Ship Builder, Blyth, Northumberland. Feb. 18, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj. from Jan.* 16, *Last Ex.*)

TAYLOR, HENRY, & HENRY HOYLE, Cotton Spinners, Vale Mill, Bacup, Manchester. Feb. 17, at 12; Manchester. *Com.* Jemmett. (*By adj. from Jan.* 20, *Last Ex.*)

TAYLOR, JAMES, RICHARD ECCLES, & JOHN NUTTALL (Eccles, Nuttall, & Co.), Cotton Spinners, Bottoms Hall Mill, Tottington Lower End, Lancaster. Feb. 26, at 12.30; Manchester. *Com.* Skirrow. *Div.*

VAYRO, JOHN, Linen Draper, Ripon, York. Mar. 3, at 11; Leeds. *Com.* Ayrton. *Div.*

WHITMORE, EDWARD, JOHN WELLS, JOHN WELLS, jun., & FREDERICK WHITMORE, Bankers, Lombard-st. Feb. 24, at 11.30; Basinghall-st. *Com.* Fonblanque. *Fur. Div.*

FRIDAY, *Feb.* 6, 1857.

BEAUMONT, GEORGE, General Warehouseman, Manchester. Mar. 3, at 12; Manchester. *Com.* Jemmett. *Dir.*

CLAYTON, WILLIAM, Langcliffe, Yorkshire, WILLIAM CLAYTON, Lostock, Walton-le-Dale, Lancashire, & WILLIAM WILSON, Preston, Lancashire, Bankers. Feb. 27, at 1; Manchester. *Fur. Dir.* of sep. ests. of W. Clayton, of Lostock, and of W. Wilson. *Com.* Skirrow.

GREIG, JOHN PETER M'MORLAND, Cabinet-maker, 21 Bartlett's-bldgs., Holborn, and Wheatsheaf-yd., Farringdon-st. Feb. 27, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

GRIGG, DANIEL, Grocer, West Bromwich, Staffordshire. Feb. 25, at 11; Birmingham. *Com.* Balguy. *Dir.*

HASSE, GUSTAV (G. Hasse & Co.), Merchant, 4 Railway-pl., Fenchurch-st. Feb, 27, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

JARDINE, THOMAS, Stonemason, Liverpool. Feb. 27, at 11; Liverpool. *Com.* Stevenson. *Dir.*

KIRKUP, MAJOR, Brick Manufacturer, Jarrow, Durham. Feb. 23, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. *By adj., Last Ex.*

KROHN, SAMUEL MORRITZ (Krohn Bros.), Merchant, Bread-st., Cheapside. Mar. 3, at 12; Basinghall-st. *Com.* Evans. *Div.*

LIVING, ROBERT, Poultry Salesman, Leadenhall-market. Feb. 27, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

MACDONALD ANGUS, & ARCHIBALD CAMPBELL, Army Agents, Regent-st. Feb. 27, at 11.30; Basinghall-st. *Com.* Goulburn. *Dir.* sep. est. of Campbell.

MINTON, GEORGE OCTAVIUS, Surgeon, Bourne, Lincoln. Mar. 3, at 10.30; Nottingham. *Com.* Balguy. *Dir.*

PEARCE, BENJAMIN WORKMAN, Builder, Bayham-terrace, Camden-town. Feb. 27, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

SPEEDING, THOMAS, Rope Manufacturer, Sunderland. Feb. 23, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *By adj., Last Ex.*

WILLIAMS, WILLIAM, WILLIAM WILLIAMS, jun., & THOMAS ROBERT WILLIAMS, Bankers, Newport, Monmouth. Mar. 5, at 11; Bristol. *Com.* Hill. *Final Dir.* sep. ests. W. Williams, sen., and W. Williams, jun.

WILLIS, MICHAEL, Fire-wood Manufacturer, Shot-tower-wharf, Lambeth. Feb. 27, at 12; Basinghall-st. *Com.* Goulburn. *Dir.*

WOODHAMS, HENRY, Licensed Victualler, Crown, Idol-la. Feb. 18, at 1; Basinghall-st. *Com.* Goulburn. *Last Ex.*

DIVIDENDS.

TUESDAY, *Feb.* 3, 1857.

CROTCH, JOHN, Innkeeper, Okehampton, Devon. Fur. div. 4*s.* 2*d.* *Hirtzel.* Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

GATHERCOLE, JAMES, Envelope-manufacturer, Eltham, Kent. First, 4*s.* 6*d.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

INGHAM, ROBERT, Cotton Manufacturer, Rochdale. First, 11*s.* 6*d.* *Hernaman*, 69 Princess-st., Manchester, any Tuesday, 10 & 1.

KENNARD, THOMAS, Baker, 9 Brooksby-st., Liverpool-rd., Islington, and 1 Northampton-pl, New North-rd. First, 2*s.* 3*d.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

MACLEAN, ROBERT. First, 2*s.* 9¼*d.* *Morgan*, 10 Cook-st., Liverpool, any Wednesday, 11 & 2.

SHANNON, THOMAS, Manufacturer, Newton-heath, Manchester. First, 2*s.* 1¼*d.* *Hernaman*, 69 Princess-st., Manchester, any Tuesday, 10 & 1.

TEBBUTT, THOMAS, Merchant, Manchester. First, 8½*d.* *Hernaman*, 69 Princess-st., Manchester, any Tuesday, 10 & 1.

VAEY, THOMAS, & ELWIN HENRY OWEN, Publishers, 31 Strand. Second, 2*s.* 6*d.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

WAGHORN, THOMAS, Draper, 170 High-st., Rochester. Second, 2*d.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

WARD, HENRY ALFRED, Grease Manufacturer, Birmingham. First, 1*s.* 8*d.* *Christie*, 37 Waterloo-st., Birmingham, any Thursday, 11 & 3.

FRIDAY, *Feb.* 6, 1857.

CARTER, WILLIAM, jun., Ironmonger, Leamington Priors, Warwick. First, 5*s.* *Christie*, 37 Waterloo-st., Birmingham, any Thursday, 11 & 3.

PLITH, EDWIN VERDON, & WILLIAM HENRY GODDARD, Merchants, Birmingham. First, 3*s.* 10*d.* on sep. est. of Goddard, *Christie*, 37 Waterloo-st., Birmingham, any Thursday, 11 & 3.

WILKINSHAW, JAMES, Iron Manufacturer, Monkwearmouth. First 1*s.* 2*d.* *Baker*, Royal Arcade, Newcastle-upon-Tyne, any Saturday, 10 & 3.

WILLCOX, THOMAS & SONS, Contractors, Bristol. Div. 1*s.* 4½*d.* on joint est.: and 3*s.* 8*d.* on sep. est. of T. P. Willcox. Miller, 19 St. Augustine's-parade, Bristol, any Wednesday, 11 & 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Feb* 3, 1857.

ADAMS, EDGAR, Laceman, North-st., Brighton. Feb. 25, at 12.30; Basinghall-st.

BAKER THOMAS, & JAMES BOSWELL, Colour Manufacturers, High-st., Poplar. Feb. 25, at 1.30; Basinghall-st.

BARNES, ROBERT YALLOWLEY, Floor Cloth Manufacturer, 11 City-rd. Feb. 25, at 11.30; Basinghall-st.

EVANS, HENRY, Grocer, Wednesbury, Staffordshire. Feb. 26, at 10.30; Birmingham.

POWELL, EDWARD (lately in copartnership with Joseph Potter), Bill Broker, Manchester. Feb. 25, at 12; Manchester.

STOCKBRIDGE, GEORGE (George Stockbridge & Co.), Draper, 34 Oxford-st. Feb. 24, at 1; Basinghall-st.

FRIDAY, *Feb.* 6, 1857.

BAKER, BENJAMIN, Dairyman, Combe Down, Monckton Combe, Somerset. Mar. 9, at 11; Bristol.

CALLAWAY, BENJAMIN, Builder, Southsea, Southampton. Feb. 28, at 1; Basinghall-st.

CLARK, GEORGE DELIANSON, Newspaper Vendor, 198 Strand, & Fieldgate-st., Whitechapel. Feb. 28, at 1; Basinghall-st.

COLLINS, BENJAMIN, Boat Builder, Tipton, Staffordshire. Mar. 2, at 10.30; Birmingham.

CRONEL, ABRAHAM, Cigar Manufacturer, 145 Minories. Feb. 27, at 12; Basinghall-st.

DAVIES, FREDERICK READ, Auctioneer, 42 Union st., Plymouth, Devon. Mar 2, at 10; Athenæum, Plymouth.

FENN, ROBERT, Oil & Italian Warehouseman, 15 & 16 Finsbury-pavement, & Little Moorfields. Feb. 27, at 1; Basinghall-st.

GWILLIAM, GEORGE, Wheelwright, Leeds-st., Liverpool. Mar. 2, at 11; Liverpool.

GWYER, EDMUND, jun., Insurance Broker, 52 Gracechurch-st.. Feb. 27, at 11; Basinghall-st.

JONES, WILLIAM, Draper, 1 Broadway, Westminster. Feb. 28, at 11; Basinghall-st.

JONES, WILLIAM, Milliner, 101 Oxford-st. Mar. 3, at 1; Basinghall-st.

LEYLAND, JAMES, Beerseller, College-st., St. Helen's, Lancashire. Mar. 2, at 12; Liverpool.

MARE, FRANCES, GEORGE KEEN, & EDMUND JOHN EARDLEY MARE (John E. Mare & Co.), Ironfounders, Plymouth. Mar. 2, at 10; Athenæum, Plymouth.

PARKER, ALEXANDER SMITH, Draper, 9 Buckland-st., Plymouth. Mar. 2, at 10; Athenæum, Plymouth.

PERRY, THOMAS, Confectioner, 203 High-st., Southwark. Feb. 28, at 12; Basinghall-st.

WHELN, JOHN, & JOHN MALIN, Joiners, Sheffield. Feb. 28, at 10; Sheffield

WISCOMBE, HENRY PHILLIMORE, Ship Broker, Swansea, Glamorgan. March 10, at 11; Bristol.

WISE, GEORGE, Builder, Battesford, Lincolnsh. March 3, at 10.30; Nottingham.

TUESDAY, *Feb.* 3, 1857.

To be DELIVERED, *unless* APPEAL *be duly entered.*

BIGGIN, SAMUEL, HENRY BIGGIN, & PAUL SMITH, Saw Manufacturers, Sheffield. 3rd Class to Samuel Biggin & Henry Biggin, to be suspended for two calendar months, from Jan. 24; to Paul Smith, 1st Class.

BLAKE, JOHN NETTERVILLE, Commission Agent, Egremont, Cheshire. May 23, 2nd Class.

COMLEY, JOHN, Draper, Dawley, Salop. Jan. 26, 3rd class.

GYLES, EDWARD, Apothecary, Crook, Chorley, Lancashire. Jan. 27, 1st Class.

DELLAGANA, JAMES, & BARTHOLOMEW DELLAGANA, Stereotype Founders, 61 Red Lion-st., Clerkenwell. Jan. 30, 2nd Class.

DEWING, GEORGE, Printer, 5 Bath-st., Newgate-st. Oct. 11, 1856, 2nd Class.

HOWGATE, HENRY, & GEORGE HOWGATE (Howgate Brothers), Steel Converters, Sheffield. Jan. 24, 1st Class.

HOWITT, THOMAS, Licensed Victualler, Sheffield. Jan. 24, 1st Class.

HURST, ARCHIBALD, Manure Manufacturer, Bull Head Dock, Rotherhithe, & late of Newman's-ct., Cornhill. Jan. 26, 2nd Class; to be suspended for 12 months from June 10, 1856.

LAZARUS, ABRAHAM (Lazarus & Co.), Tailor, 116 High-st., Whitechapel. Jan. 30, 3rd Class; to be suspended for 1 year from Nov. 7, 1856.

PEVERELLE, CHARLES, & FRANCIS PEVERELLE, Hardware Dealers, Birmingham. Jan. 26, to Francis Peverelle, 3rd Class; to be suspended for 12 months.

PHILLIPS, JOHN, Wholesale Rag and Metal Merchant, 17 Wood-st., Clerkenwell. Jan. 27, 2nd Class.

PREBBLE, THOMAS, Plumber, 1 Clover-hill, Camden-rd., Ramsgate. Jan. 30, 3rd Class; to be suspended for 6 months from Jan. 30.

STUART, WILLIAM CHARLES, Tailor, Cambridge. Jan. 28, 2nd Class.

TYSON, WILLIAM, Corn and Flour Dealer, Liverpool. Jan. 23, 2nd Class; to be suspended for 2 years from Jan. 23, without protection.

WARING, WILLIAM, Chemist, 16 Crown-st., Walworth-rd. Jan. 28, 2nd Class.

WIKMAN, NILS WILHELM, Ship Chandler, 103 Minories. Jan. 23, 1st Class.

FRIDAY, *Feb.* 6, 1857.

BAKER, CHARLES HENRY, & JOSEPH AGUILAR (Gadesden & Co.), Cement Manufacturers, 9 Adam-st., Adelphi. Jan 30, 3rd Class.

COHEN, LOUIS (Louis A. Cohen), 84 Great Bourke-st. West, Melbourne, Victoria, General Merchant, in copartnership with Henry Philip Cohen (H. P. Cohen & Co.), 56 Bishopsgate-st. Jan. 30, 2nd Class.

HARRISON, SAMUEL JAMES, Cabinet Maker, Kidderminster. Jan. 29, 3rd Class.

HULBERT, JOHN, Soap Boiler, Bristol. Feb. 2, 1st Class.

LONG, CHARLES, House Decorator, King-st., Portman-sq. Jan. 31, 3rd Class.

LONG, WILLIAM, Laceman, 214½ & 215 Oxford-st. Dec. 30, 1856, 2nd Class, to be suspended for 12 mos.

MACKENZIE, JAMES, & STEPHEN COTTON, Machine Makers, Leeds. Jan. 30, 1st Class.

MILLER, JOSEPH, Common Brewer, Bevois-st., Southampton. Jan. 30, 3rd Class.

SEACOLE, MARY, & THOMAS DAY, jun., Provision Merchants, 1 Tavistock-st., Covent-gdn., and 17 Ratcliff-ter., Goswell-rd., and late of Balaklava. Jan. 30, 1st Class.

TARLINGTON, GEORGE, Lodging-house Keeper, 28 Devonshire-st., Portland-pl. Jan. 30, 3rd Class.

TAYLOR, WILLIAM, Grocer, York. Jan. 30, 3rd Class.

Insolvents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

TUESDAY, *Feb.* 3, 1857.

ALLCORN, JOHN, Carpenter, 3 Pollen-st., Hanover-sq. Feb. 19, at 11, *Com.* Phillips.

BARNETT, JOSEPH (Barnett & Co.), Toy Dealer, High-st., Bridgewater, Somersetshire. Feb. 19, at 11. *Com.* Phillips.

BERTIOLI, ALEXANDER FRANCISCO, Artificial Flower Dealer, 19 Jewin-crescent, Cripplegate. Feb. 19, at 11. *Com.* Phillips.

BOATWRIGHT, WILLIAM JAMES, Clerk and Assistant in the Architect and Surveyors' Office, London Docks, 5A East-rd., City-rd. Feb. 18, at 11. *C. Com.* Law.

BOYCE, JOHN, Carpenter and Licensed Victualler, Belvidere Tavern, Cemetery-rd., Camberwell. Feb. 18, at 11. *Com.* Murphy.

COURTNEY, ROBERT LANGFORD, Lighterman, and Extra Fireman to the London Fire Engine Establishment, Lucas-st., Paradise-st., Rotherhithe. Feb. 18, at 11. *C. Com.* Law.

CUMING, Rev. JOSEPH, Clerk, 103 Howard-rd., Stoke Newington (known there as Joseph Collins). Feb. 18, at 11. *Com.* Murphy.

DRUCKER, ABRAHAM, Journeyman Cigar Maker, 12 Paternoster-row, Union-st., Spitalfields. Feb. 19, at 11. *Com.* Phillips.

FEATON, JOHN (trading as J. Featon), Tailor, 13 Limekiln-hill, Limehouse, Middlesex. Feb. 18, at 11. *Com.* Murphy.

GOODALE, ANN, Schoolmistress, 13 Croom's-hill, Greenwich. Feb. 19, at 11. *Com.* Phillips.

GREEN, WILLIAM, Horse-dealer, Nelson-yd., Old Kent-rd. Feb. 18, at 11. *Com.* Murphy.

MITCHELL, THOMAS, Foreman to a Brewer, 9 Wenlock-rd., City-rd. Feb. 18, at 11. *Com.* Murphy.

HARRIES, THOMAS, Commercial Traveller, 5 Albany-rd., Barnsbury. Feb. 18, at 11. *C. Com.* Law.

JOPP, JAMES, Relieving Officer to City of London Union, 8 Lawrence Pountney-la., Cannon-st. Feb. 19, at 11. *Com.* Phillips.

LETCH, GEORGE BYFORD, Clerk to a Surveyor, 14 New Millman-st., Foundling Hospital. Feb. 19, at 11. *Com.* Phillips.

NUTHALL, GEORGE, Journeyman Carpenter, 2 Greville-st., Hatton-garden. Feb. 18, at 11. *Com.* Murphy.

OLIFF, HENRY GEORGE, Journeyman Carpenter, 31 Ropeyard-rails, Woolwich. Feb. 18, at 11. *C. Com.* Law.

REEVES, AMOS, Butcher, Borroughs, Hendon, Middlesex (there trading as Augustus Mills). Feb. 18, at 11. *Com.* Murphy.

ROBINSON, GEORGE, Collector of Rents, 10 Bryan-st., Caledonian-rd., Islington, and 1 Christopher-st., Hatton-garden.

ROGERS, JAMES, Comedian, 4 St. George's Circus, Blackfriar's-rd. Feb. 18, at 11. *Com.* Murphy.

ROSS, FREDERICK DUMARESQ, Medical Student, 6 Minerva-ter., Brixton rd. Feb. 18, at 11. *Com.* Murphy.

WHITE, JAMES TIDDEMAN, Tobacconist, 22 Davies-st., Berkeley-sq. Feb. 18, at 11. *Com.* Murphy.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.
TUESDAY, *Feb.* 3, 1857.

ABRAHAMS, ABRAHAM (sued as Frederick Abrahams), Comedian, Effingham Saloon, Whitechapel-rd. Feb. 17, at 10. *Com.* Murphy.
ARTHUR, AMOS, Omnibus Conductor, 10 Bentley's-ter., Kingsland. Feb. 17, at 10. *Com.* Murphy.
BRYANT, THOMAS, Builder, Hamilton-rd., Lower Norwood. Feb. 18, at 11. *C. Com.* Law.
FORD, AUGUSTUS FREDERICK, Boot & Shoemaker, 59 Castle-st., & having a Stand at the Crystal Palace. Feb. 18, at 11. *C. Com.* Law.
HILL, GEORGE, out of business, 7 Little New-st., Farringdon-st. Feb. 17, at 10. *Com.* Murphy.
MILLARD, JOSIA (committed as Jonah Millard), Chandler's Shop-keeper, 50 New-st., Upper Kennington-la., Surrey. Feb. 17, at 10. *Com.* Murphy.
PENNINGTON, JOSEPH PERCIVAL, Journeyman for Crystal Palace Company, 5 Oak-pl., Gipsy-rd., Lower Norwood. Feb. 17, at 10. *Com.* Murphy.
RODD, TOM FRED (sued as J. Rodd), out of employ, 11 New-rd., Hammersmith. Feb. 17, at 10. *Com.* Murphy.

PRISONERS' PETITIONS *heard at the* COUNTY COURTS.
TUESDAY, *Feb.* 3, 1857.

ASHCROFT, CHARLES, Solicitor to an Optician, previously in partnership with J. P. Pemberton, 1, Simpson's-pl., Renshaw-st., Liverpool. Feb. 17, at 12; Liverpool.
DUFFIELD, WILLIAM MUNRO, Agent for the Railway Passengers Ins. Com., and News Agent, 3, Madrepore-pl., Fleet-st., Torquay. Feb. 17, at 10; Exeter.
PEMBERTON, THOMAS PHILLIPS, Solicitor to a Coal Merchant, previously in partnership with Alfred Thornton & Charles Ashcroft, 3 Knowsley-st., Everton, Lancaster. Feb. 17, at 12; Liverpool.
STANNEY, WILLIAM, Farmer, Chisworth, Glossop, Derby. Feb. 21, at 12; Derby.

PETITIONS *to be heard at the* COUNTY COURTS.
TUESDAY, *Feb.* 3, 1857.

BAINES, JAMES, Painter, Summer-lane, Birmingham. Feb. 13, at 10; Birmingham.
BROWNSWORD, SAMUEL, out of business, 21 John-st., Sutton, Prestbury. Feb. 12, at 11; Macclesfield.
CHAMBERS, THOMAS, Innkeeper, Rickergate, Carlisle. Feb. 12, at 10; Carlisle.
CLAYTON, GEORGE, Dealer in Boots and Shoes, 99 Mill-rd., Everton, Walton-on-the-Hill, Lancashire. Feb. 17, at 12; Liverpool.
FLANEDY, JOHN, Reporter, 42 Canning-st., Everton, Liverpool. Feb. 17, at 12; Liverpool.
FOOTTIT, JAMES, Attorney-at-Law, 1 Exeter-pl., St. Alkmund, Derby. Feb. 21, at 12; Derby.
GARDINER, EDWIN, Clerk of Works, High-st., Banbury, Oxfordshire. Feb. 18, at 10.45; Oxford.
GIBSON, ARTHUR, Dealer in Flour, Wortham, Suffolk. Feb. 16, at 1; Eye.
GRIFFIT, HENRY, Cabinet-maker, Cradeley Heath, Staffordshire. Feb. 20, at 10; Dudley.
HILL, THOMAS GROSVENOR, Plumber, Upper Bushall-st., Walsall, Staffordshire. Feb. 19, at 10; Walsall.
HORTON, JOHN, Grocer, Bloxwich-rd., Walsall, Staffordshire. Feb. 19, at 10; Walsall.
MACKENZIE, JOHN WILLIAM, Book Commission Agent, Diss, Norfolk. Feb. 16, at 1; Eye.
MARCHANT, GEORGE, Auctioneer, 9 North-st., Quadrant, Brighton. Feb. 7, at 10; Brighton.
MILLINGTON, HENRY, Baker, Colyear-st., St. Werburgh, Derby. Feb. 21, at 12; Derby.
REDMAN, JOSEPH HENRY, Fruiterer, 16 West-hill-st., Brighton. Feb. 7, at 10; Brighton.
SCHOLEFIELD, MOSES, Licensed Victualler, Canal-st., Tipton, Staffordshire. Feb. 10, at 10; Dudley.
STEVENS, CHARLES, Licensed Retailer of Wines, &c., Little Fountain Tavern, Warblington-st. and High-st.-rd., Portsmouth. Feb. 18, at 11; Portsmouth.
TAYLOR, JOHN, Journeyman Baker, Shardlow, Derbyshire. Feb. 21, at 12; Derby.
TERRY, JOHN WILLIAM, Coach Builder, 24, Park-st., Brighton. Feb. 7, at 10; Brighton.
TYRRELL, JAMES, Superintending Constable of Bampton East Division, Witney, Oxford. Feb. 19, at 10.30; Witney.
WOOLF, EZEKIEL, Licensed Victualler, New Inn Public-house, South Aldates, Oxford. Feb. 18, at 11; Oxford.

FRIDAY, *Feb.* 6, 1857.

ALLSOPP, JOHN, Butcher, 34 Salop-st., Wolverhampton. Feb. 24, at 10; Wolverhampton.
BOUGH, PETER, Tailor, Chaddesley Corbett, Worcestershire. Feb. 18, at 10; Kidderminster.
CLOSE, THOMAS, Bricklayer, 13 Grantham-st., Lincoln. Mar. 3, at 12; Lincoln.
DEPPER, GEORGE, Porter on the Oxford, Worcester, &c., Railway, Tame-st., Bilston, Stafford. Feb. 24, at 10; Wolverhampton.
GOODRAM, JAMES, Grocer, Gaol-st., Great Yarmouth. Feb. 20, at 10; Great Yarmouth.
HOLDS, JOHN, sen., Tailor, Brierly-hill, Stafford. Feb 23, at 10; Stourbridge.
JONES, DAVID, Blacksmith, Morriston, near Swansea, Glamorgan. Feb. 25, at 10; Swansea.
JONES, EDWARD, Reporter of Vessels, Pill, Somerset. Feb. 25, at 10.30; Bristol.
JONES, JOHN, Master Tailor, Cowbridge, Glamorgansh. Feb. 20, at 11; Bridgend.
PAYNE, ISABELLA, Lodging-house Keeper, 1 Beulah-ter., Central Harrogate, Knaresborough. Feb. 13. at 11; Knaresborough.
PEEATER, WILLIAM, in no business, formerly Farmer, Bishops Cleeve, Gloucester. Mar. 2, at 10; Winchcombe.
STANFORD, SAMUEL, Horse Dealer, Steelhouse-lane, Wolverhampton. Feb. 24, at 10; Wolverhampton.
STARKEY, JOHN, Licensed Retailer of Beer, Old Windmill Beer-house, Lower Stafford-st., Wolverhampton. Feb. 24, at 10; Wolverhampton.
TAYLOR, GEORGE, Carrier's Clerk, 64 Horseley-fields, Wolverhampton. Feb 24, at 10; Wolverhampton.
THOMAS, JAMES, Licensed Victualler & Plasterer, Swansea, Glamorgansh. Feb. 25, at 10; Swansea.
UNWIN, HENRY, Fruiterer, High-st., Maldon, Essex. Mar. 3, at 12; Maldon.
WILLIAMS, THOMAS, Journeyman Anvil Maker, Jeddo-st., Wolverhampton. Feb. 24, at 10; Wolverhampton.
WILLIAMS, WILLIAM, Finer & Beershop Keeper, Roller's Arms, Tydfils Well. Feb. 13, at 10; Merthyr Tydfil.

MEETINGS.
FRIDAY, *Feb.* 6, 1857.

COOPER, HANNAH, Grocer, Burslem, Staffordshire. Feb. 17, at 10; Townhall, Hanley. *Dir.*
POLLERTON, WILLIAM CLAYTON, Engine Driver, Alma-ter., Waterside North, Lincoln. Mar. 3, at 12; Lincoln. *First Dir.*
SCOTT, CHARLES, Brazier, 7 South Witham Bank, Lincoln. Mar. 3, at 12; Lincoln. *Dir.*
WILSON, JOSHUA, Mason, White Birch, Northowram, Halifax. Feb. 25, at 12; at the office of Holroyde, Son, & Cronhelm, Halifax, to direct when and where assignee shall sell real estate by auction.

DIVIDENDS.
TUESDAY, *Feb.* 3, 1857.
At ASSIGNEES OFFICE, 5 *Portugal-st., between* 11 & 3.

BAKER, BENJAMIN, Confectioner, Cheshunt-st., Cheshunt, Hertfordshire. 1*s.* 11*d.*
BRENNAN, JOHN, Lamp Manufacturer, 15 Great Sutton-st., Clerkenwell. 2*s.* 3½*d.*
CROXFORD, CHRISTOPHER, Saddler, High-st., Staines. 1*s.* 4½*d.*
DAVIS, JAMES, Commission Agent, 13 Jeffries-ter., Kentish Town. 9*d.*
LYONS, SAMUEL, Cap Trimming Seller, 16 Union-st., Spitalfields. 8*d.*
RICHARDSON, THOMAS HOPE, out of business, 102 New-st., Birmingham. 2*s.* 4*d.*

Assignments for Benefit of Creditors.

TUESDAY, *Feb.* 3, 1857.

AMEY, JOHN, Grocer, 1 Western-st., Brighton. Jan. 28. *Trustees*, J. Lynn, Grocer, Brighton; C. Barber, Builder, Brighton. *Sol.* Kennett, 22 Ship-st., Brighton.
BLUNT, STEPHEN, Contractor, Northampton. Jan. 14. *Trustees*, S. Green, Brickmaker, Upper Mounts, Northampton; W. Saull, Hotel Keeper, Northampton. *Sols.* Pywell, Willan, & Stevenson, Derngate, Northampton.
DODD, HENRY, Grocer, Swansea, Glamorgan. Jan. 16. *Trustee*, J. Baily, Wholesale Grocer, Bristol. *Sol.* Trenerry, 1 Nicholas-st., Bristol.
PARKER, WILLIAM EDWARD, Yeoman, Winterbourne, Gloucester. Jan. 16. *Trustees*, R. Bennett, Yeoman, Wickwar, Gloucester; C. Barton, Yeoman, Shirehampton, Gloucester. *Sols.* King, Bristol; & Thurston, Thornbury, Gloucester.
WATTS, JAMES WILLIAM, Gutta Percha & India Rubber Dealer, 27 City-road. Jan. 30. *Trustee*, H. R. Watts, Wine & Spirit Merchant, 63 Lincoln's-inn-fields. *Sol.* Berry, 27 Bucklersbury.
WILFORD, ALFORD, Leather Cutter, 83 Harrow-rd., Paddington. Jan. 7. *Trustees*, P. M'Caffrey, Leather Merchant, 13 Bolwell-ter., Lambeth-walk; T. Bacon, Leather Merchant, Church-st., St. John's, Bermondsey. *Sol.* Richardson, 14 Old Jewry-chambers. Indenture lies at offices of Caster & Co., Public Accountants, 13 Old Jewry-chambers.

FRIDAY, *Feb.* 6, 1857.

BAKER, ROBERT, Linen Draper, Yarmouth. Feb. 4. *Trustees*, Thomas Brightwen, Esq., Great Yarmouth; Charles Moore, Woollen Draper, Great Yarmouth. *Sols.* Worship & Squire, Great Yarmouth.
DAVID, THOMAS, Publican, Mynydd Kenfig, Glamorgan. Jan. 24. *Trustees*, R. Evans, Auctioneer, Bridgend, Glam organ; M. Phillips, Wine and Spirit Merchant, Bridgend. *Sol.* Verity, Bridgend.
DAVISON, JOHN, Chain and Anchor Manufacturer, Kingston-upon-Hull. Jan. 28. *Trustee*, Joseph Staniland, Accountant, Kingston-upon-Hull. *Sols.* Robinson & Atkinson, Hull and Beverley.
DICKENS, AUGUSTUS NEWNHAM, Gent., 6 Lee-ter., Kent. Jan. 26. *Trustee*, Miles Beale, Navy Agent, 15 Surrey-st., Strand. *Sol.* Freeman, 11 Bucklersbury. Meeting of Creditors on Feb. 10, at 12; at 11 Bucklersbury.
DIXON, JACOB, Cabinet Maker, 2 Saville-st., Kingston-upon-Hull. Feb. 4. *Trustee*, Charles Johnson, Public Accountant, Kingston-upon-Hull. *Sols.* Lee & Lee, Kingston-upon-Hull.
GROCOCK, JOHN, Auctioneer, Kingston-upon-Hull. Jan. 20. *Trustee*, Joseph Staniland, Accountant, Kingston-upon-Hull. *Sols.* Robinson & Atkinson, Hull and Beverley.
LOVETT, MARY, Baker, Hartlepool, Durham. Jan. 9. *Trustees*, William Lisle, Miller, Middleton-in-Stranton, Durham; John Chapman, Grocer, Hartlepool. *Sol.* Belk, Hartlepool.
POPE, HENRY, Stationer, 22 Budge-row, Walbrook. Jan. 31. *Trustees*, Mark Eagles Marsden, Wholesale Stationer, 26 Budge-row; Frederick Pope, Gent., Brentford, Middlesex. *Sol.* Hopwood, 47 Chancery-lane. Indenture lies at office of M. E. Marsden, 26 Budge-row.
SCOTT, WILLIAM, Licensed Victualler, Kirton-in-Lindsey, Lincoln. Jan. 16. *Trustees*, G. Harvey, Spirit Merchant, Newark-upon-Trent; J. Spinks, Grocer, Gainsborough. *Sol.* Worsley, Gainsborough.
SPRIGGS, JOHN, Farmer, Arnesby, Leicester. Jan. 17. *Trustee*, Thomas Timms Battams, Farmer, Hardingstone, Northampton. *Sol.* Mash, Lutterworth.
VINCER, JOHN, Blacksmith, Peasmarsh, Sussex. Jan. 31. *Trustees*, G. Edwards, Draper, Rye, Sussex; J. Batchelor, Brewer, Rye, Sussex. *Sol.* Dawes, Rye.
WINSTANLEY, JAMES, Draper, Ashton-under-Lyne. Jan. 17. *Trustee*, A. Winstanley, Druggist, Ashton-under-Lyne. *Sol.* Lord, Ashton-under-Lyne.
WYVILL, WILLIAM, Ironmonger, Bradford, York. Dec. 29 *Trustee*, H. W. Blackburn, Accountant, Bradford. Indenture lies with Blackburn, Darley-st., Bradford.

DIVIDEND.

JONES, JOSEPH GORDON, Woollen Cloth Manufacturer, Bradford, Wilts First, 9*s.* Will be declared Feb. 17. *Sol.* W. Stone, Woolley-st., Bradford. Creditors not executing deed of assignment on or before Feb. 14 will be excluded.

Partnerships Dissolved.

TUESDAY, *Feb.* 3, 1857.

BANISTER, HUGH, & JOHN M'MURDIE, Ship Builders, Lytham, Lancashire. Debts received and paid by M'Murdie. Jan. 30.

BAYLIS, THOMAS, & MUNGO MORTON MUIR, Dyers and Drysalters, Kidderminster. Debts received and paid by Baylis. Jan. 30.

BOURNE, ROBERT, & C. B. ELLIOTT, Land Agents, Bridgetown, Berry Pomeroy, Devon; and Lime Burners, at Sandwell. Debts received and paid by Bourne. Jan. 21.

CADMAN, EDWIN, & HENRY CADMAN (C. Cadman & Sons), Steel and File Manufacturers, Sheffield. Debts received and paid by H. Cadman. Dec. 31.

COE, JAMES, sen., & JAMES COE, jun. (Coe & Son), Architects, 1 Carpenters-bldgs., London-wall. Jan. 30.

COLE, WILLIAM, & GEORGE CATT, Corn and Coal Merchants, Newhaven, Sussex. Debts received and paid by Cole. Jan. 28.

CULVERHOUSE, WILLIAM, & JOHN NICHOLSON, Contractors, Finchley, Middlesex. Feb. 2.

DARWIN, THOMAS, & FANNY DARWIN, SAMUEL DARWIN & HENRY DARWIN (Darwin & Co.), Exors. of J. Darwin, Ironfounders, Queen's Foundry, Sheffield. Debts received and paid by T. Darwin. Jan. 28.

DAWSON, THOMAS, & JOHN BROWN, Railway Key and Nail Manufacturers, Low Ford Saw Mill, South Hylton. Debts received and paid by Browne. Jan. 1.

DREW, ROBERT, & GEORGE WILLIAM LANGRIDGE (Drew, Nephew, & Co.), Stay Manufacturers, Trim-st., Bath. Jan. 31.

GEDDES, JOHN, sen., THOMAS MILLWARD GEDDES, & JOHN GEDDES, jun. (J. Geddes & Sons), Grocers, Warrington, Lancashire; as regards T. M. Geddes. Debts received and paid by J. Geddes, sen., & J. Geddes, jun. Jan. 31.

GODFREY, HENRY WILLIAM, & LEONARD GODFREY, Builders, Henley-on-Thames. Debts received and paid by L. Godfrey. Jan. 31.

GREEN, EDWARD, & VALENTINE GREEN, Wine and Spirit Merchants, Worcester. Debts received and paid by E. Green. Jan. 31.

GREG, JOHN, & ROBERT BICKERDIKE (John Greg & Co.), Cotton Manufacturers, Caton and Lancaster. Jan. 5.

GUNDRY GEORGE, & JOHN BERRIMAN SMITH, Grocers, Devizes, Wilts. Jan. 31.

HANSON, CHARLES, & RICHARD JENKIN POLYGLASE, Gunmakers, Atlas Works, Borough-road. Jan. 30.

HILKEN, HENRY, & JOHN BROCKLEBANK WOOD, General Painters, Kingston-upon-Hull. Jan. 31.

JACKSON, THOMAS, & JAMES JACKSON (T. & J. Jackson), Corn Dealers, Castle Mills, within Hale, Chester. Debts received and paid by T. Jackson & R. Jackson, late of Ashley, who carry on the business. March 25.

KAY, WILLIAM SPENCER, & JAMES KAY (Wm. Kay & Sons), Cotton Spinners and Cotton Manufacturers, Woolfold, Bury, and Manchester. Debts received and paid by W. S. Kay. Dec. 31.

PALMER, CHARLES H., & THOMAS HATCHARD PALMER (C. & T. H. Palmer), Booksellers, 55 Gracechurch-st. Debts received and paid by T. H. Palmer. Jan. 31.

ROGERS, SARAH, WILLIAM WARWICKER, & JOHN CLARK (Rogers & Clark), as Exors. of Robert Rogers, Printers, Newmarket, Suffolk. Jan. 1.

SCHOFIELD, JOHN, JAMES SCHOFIELD, THOMAS SCHOFIELD, JOSEPH SCHOFIELD, ABRAHAM SCHOFIELD, DAVID SCHOFIELD, WILLIAM SCHOFIELD, & JAMES TAYLOR (John Schofield & Bros.), Millwrights, Bagslate, Rochdale, Lancashire; as regards W. Schofield & J. Taylor. Dec. 8.

SELDON, ROBERT, & THOMAS JOHNSON, Ship and Insurance Brokers, 148 Leadenhall-st. Jan. 31.

SMITH, JOSEPH, & JOSEPH DOUGHTY, Rifle Barrel Makers, Birmingham. Debts received and paid by Smith. Jan. 31.

SUMMERS, ELIZABETH, & MARY HARRIET STEVENS, Innkeepers, East Parade, Rhyl, Flint. Debts received and paid by Summers. Jan. 28.

THORNTON, ROBERT, JOSEPH CLEMENTSON, THOMAS THORNTON, & JOSEPH PRITCHARD (R. Thornton & Co.), Grocers, Liverpool. Oct. 7, 1856.

TURNER, RICHARD, & RICHARD TURNER, jun. (Turner & Son), Paper Manufacturers, Ashprington and Cornworthy, Devon. Jan. 28.

VICKERS, MARK, & WILLIAM CLARKSON, Bricklayers, Liverpool. Debts received and paid by Vickers. Jan. 29.

WHINFIELD, CHARLES EDGAR, & STEPHEN WINGATE, Chemists and Druggists, Gloucester. Debts received and paid by Wingate. Dec. 31.

WIGFALL, ROBERT, & JOHN WING UNWIN (R. Wigfall & Co., and J. W. Unwin & Co.), Flour and General Provision Dealers, Sheffield. Debts received and paid by Wigfall. Jan. 30.

WIMPENNY, JOHN, & ELI WIMPENNY (J. Wimpenny & Son), Woollen Cloth Manufacturers, Hinchliffe Mill, Austonley, Almondbury, Yorkshire. Debts received and paid by E. Wimpenny. Jan. 28.

WOODYARD, JAMES BENJAMIN, & WILLIAM ENGLAND (Woodyard & Co.), Curriers, Saint Martin, Oak-st., Norwich. Debts received and paid by Woodyard. Jan. 29.

FRIDAY, *Feb.* 6, 1857.

ABBOTT, WILLIAM, & JOSEPH LATHAM, Quarrymen, Dalton, Lancaster. Feb. 2.

ASHEY, JOSEPH, & CHARLES GARTON, Common Carriers, 20 Pudding-la., Eastcheap. Debts received and paid by Garton. Jan. 26.

BARRY, JOHN, & JOHN FROST RODD (Barry, Rodd, & Co.), Ship-brokers, 137 High-st.-west., Sunderland. Debts received and paid by Rodd. Jan. 31.

CHAPMAN, JOHN, & THOMAS FURNISS, Skate and Joiners' Tool Manufacturers, Sheffield, York. Debts received and paid by Furniss. Feb. 4.

FLETCHER, GEORGE, & ALFRED FLETCHER, Pawnbrokers, Nottingham. Debts received and paid by A. Fletcher. Dec. 31.

HOLLINS, HENRY, & SAMUEL HOLLINS, jun. (Samuel Hollins, jun., & Co.), Merino Spinners, Manchester. Debts received and paid by S. Hollins, jun. Jan. 31.

LETTS, FREDERICK, & WILLIAM JOHN CARPENTER, Potters, Albert Pottery, High-st., Lambeth. Jan. 14.

MELLOR, GEORGE, HENRY COLSELL, JOHN WALLEY, & JOHN BOULTON (Mellor, Colsell, & Co.), Wharfingers, Stoke-upon-Trent; as regards J. Boulton. Feb. 4.

MORRIS, TIMOTHY, & WILLIAM JOHNSON (Morris & Co.), Philosophical Instrument Makers, Market-st., Birmingham. Debts received and paid by Morris. June 25.

MORRISON, JAMES, CHARLES WILLIAM BELL, WILLIAM MORRISON BELL, ANNE FENWICK, ELIZABETH FENWICK, & JOSEPH THOMPSON, Lead Miners, Cross-fell, Cumberland; as relates to A. Fenwick, E. Fenwick, and J. Thompson. Feb. 2.

OLDALF, WILLIAM, & GEORGE GOODWIN, Tanners, Eckington, Derby. June 30, 1852.

PEMBERTON, SCARBOROUGH, JOSEPH AUSTIN, & JOHN SIDDALL (S. Pemberton & Co.), Cloth Finishers, Leeds; as concerns J. Siddall. Feb. 3.

PHILLIPS, EDWIN ARDEN, & WILLIAM PHILLIPS, Jewellers, New John-st.-west, Birmingham. Debts received and paid by E. A. Phillips. Feb. 2.

PILLING, JAMES, & THOMAS PILLING (James Pilling & Co.), Woollen Manufacturers, Lee Mill, Shaw Clough, Rochdale, Lancashire. Debts received and paid by J. Pilling. Feb. 2.

READ, SAMUEL, & WILLIAM GRIMSTEAD, Grocers, Shirley, Millbrook, Southampton. Debts received and paid by Grimstead. Feb. 4.

RUMP JAMES, & ROBERT REUBEN RUMP, Carpenters, St. Clement, Norwich. Debts received and paid by R. R. Rump. Jan. 30.

SEYMOUR, THOMAS HEARNE, sen., & THOMAS HEARNE SEYMOUR (Seymour & Son), Grocers, Thame, Oxford. Debts received and paid by T. H. Seymour, sen. Feb. 2.

SHEWELL, THOMAS, & ROBERT SMITH, Woollen Drapers, Ipswich. Jan. 31.

SMITH, THOMAS, & FREDERICK KNIGHT, Wholesale Confectioners, 11 & 12 Frederick-pl., Goswell-rd. Debts received and paid by Smith. Feb. 3.

STYCHE, HARIOT, & HENRY GREY, Carpenters, Flask-walk. Debts received and paid by Styche. Jan. 31.

TADMAN, RICHARD, & MICHAEL TADMAN (Tadman, Brothers), Drapers, 50 Market-place, Kingston-upon-Hull. Jan. 15.

TAYLOR, JONATHAN WAINWRIGHT, & WILLIAM TAYLOR WHITE (W. T. White & Co.), Grease Manufacturers, York and Leeds. Debts received and paid by White. Feb. 3.

TAYLOR, ROWLAND, & CHARLES HOLMAN, Drapers, Herne Bay. Accounts received and paid by Taylor. Feb. 4.

WEST, WILLIAM, & WILLIAM GARMENT, Carmen, Crutched Friars. Feb. 6.

WOOD, JOHN (H. & T. Wood & Co.), Warehousemen, 22 Watling-st., & Red Lion-st. As relates to J. Wood. Debts received and paid by H. Wood. Dec. 30.

WRIGHT, WILLIAM, JAMES MYALL, RICHARD TURNER, & SAMUEL BUCKLEY, Waste Dealers, Cross-st., Gleenacres Moor, Oldham, Lancaster. As respects Wright. Debts paid and received by Turner and Buckley. Jan. 21.

Creditors under Estates in Chancery.

TUESDAY, *Feb.* 3, 1857.

BECKWITH, GEORGE WOOLER (who died in Dec., 1855), Merchant, Newcastle-upon-Tyne. Creditors to come in on or before Mar. 4, at Master of the Rolls' Chambers.

CHURCHWARD, JOHN (who died in Aug., 1852), Yeoman, Stoke Gabriel, Devon. Creditors to come in on or before Feb. 20, at V.C. Wood's Chambers.

COLLETT, JOHN (who died in Nov., 1856), Esq., Upper Belgrave-st., Belgrave-sq., & Arnewood, Lymington, Hants. Creditors and incumbrancers to come in on or before Mar. 2, at Master of the Rolls' Chambers.

DONKIN ANNA MARIA (who died in Oct., 1855), Widow, 8 Wilton-crescent. Creditors or claimants to come in on or before Mar. 2, at V.C. Kindersley's Chambers.

EVANS, CHARLES HENRY (who died in Nov., 1855), Esq., Plasgwyn, Anglesey. Creditors to come in on or before Mar. 2, at V.C. Kindersley's Chambers.

TWISS, HORACE (who died in May, 1849), Esq., Q.C., Inner Temple. Creditors or claimants to come in on or before Mar. 7, at V.C. Kindersley's Chambers.

VOWE, THOMAS (who died in Dec., 1855), Esq., Hallaton, Leicester. Creditors or claimants to come in on before Mar. 7, at V.C. Kindersley's Chambers.

YOUNG, WILLIAM OGSTON, & GEORGE WOOLER BECKWITH, deceased (in respect of losses on policies in their names between May 4, 1854, & Dec. 12, 1855), Underwriting Partnership. Creditors to come in on or before Mar. 4, at Master of the Rolls' Chambers.

FRIDAY, *Feb.* 6, 1857.

ERNST, PETER (who died in Feb. 1845), Hackney-wick. Creditors to come in on or before Mar. 10, at Master of the Rolls' Chambers.

HARMAN, HENRY (who died in May, 1856), Gent., 4 Commercial-quay, Dover, formerly of Waddon, Croydon. Creditors to come in on or before Mar. 21, at V. C. Stuart's Chambers.

JEWSON, JOHN (who died in June, 1856), late of Pullin's-row, Islington. Creditors to come in on or before Feb. 17, at V. C. Stuart's Chambers.

NOTLEY, SAMUEL (who died on June 15, 1843), Gent., Stone-next-Dartford, Kent. Creditors and incumbrancers to come in on or before Mar. 4, at V. C. Stuart's Chambers.

OLIVE, JAMES (who died in July, 1856), Victualler, Peter-st., Bristol. Creditors and incumbrancers to come in on or before Mar. 16, at V. C. Stuart's Chambers.

PHILLIPS, JOHN (who died in Dec. 1821), Shipwright, Chatham. Creditors to come in on or before Mar. 2, at V. C. Kindersley's Chambers.

ROUNCE, WILLIAM (who died on April 12, 1829), Farmer, Rushmore, Suffolk. Creditors to come in on or before Feb. 21, at V. C. Kindersley's Chambers.

SHEPHERD, EDWARD ROBERT (who died in Mar. 1854), Esq., Newington-pl., Kennington-rd. Creditors to come in on or before Mar. 11, at V. C. Stuart's Chambers.

TAYLOR, JOHN (who died on Sept. 15, 1855), Yeoman, Lancast, Cornwall, and Merchant, Halton-quay. Creditors and incumbrancers to come in on or before Mar. 16, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

FRIDAY, *Feb.* 6. 1857.

ESGAIR LLEE MINING COMPANY.—A Petition for winding-up this Company was presented, on Feb. 2, by J. Stride, 49 Dover-st., Piccadilly, which will be heard before V. C. Wood on Feb. 14.—*F. Hatton*, Solicitor for the Petitioner, 17 Essex-st., Strand.

LAKE BATHURST AUSTRALASIAN GOLD MINING COMPANY.—V. C. Wood has appointed W. Turquand, Accountant, 13 Old Jewry-chambers, Off. Man.

Scotch Sequestrations.

TUESDAY, *Feb.* 3, 1857.

CHALMERS, JOHN, Draper, Blairgowrie, Perth. Feb. 14, at 1, Procurators' Library, County-bldgs., Perth. *Seq.* Jan. 31.

DONALDSON, WILLIAM, Tailor, Edinburgh. Feb. 9, at 2, Dowells & Lyon's Rooms, George-st., Edinburgh. *Seq.* Jan. 29.

FERGUSON, JOHN, Grocer, Bridge of Allan, Logie, Stirling. Feb. 11, at 12, Star Hotel, Stirling. *Seq.* Jan. 31.

FRIDAY, *Feb.* 6, 1857.

CLARK, EVAN, Tacksman, Kingussie, Inverness. Feb. 10, at 1, Duke of Gordon's Hotel, Kingussie. *Seq.* Feb. 2.

HAMILTON, JAMES, Grocer, Glasgow. Feb. 12, at 1, Edinburgh and Glasgow Hotel, George-sq., Glasgow. *Seq.* Feb. 2.

ROXBURGH, ADAM, AGNES ELLES M'LAY, & AGNES MILLER (Roxburgh & Co.), Milliners and Dress Makers, Glasgow, residing at Snabhead, near Stirling. Feb. 13, at 1, Stock Exchange, Glasgow. *Seq.* Feb. 2.

TASSIE, GEORGE AUGUSTUS, Commission Merchant, Glasgow. Feb. 14, at 12, Procurators' Hall, St. George-pl., Glasgow. *Seq.* Feb. 2.

TAYSEN, PETER, Merchant, Leith, Feb. 10, at 1, New Ship Hotel, 20 Shore, Leith. *Seq.* Feb. 2.

Scotch Partnerships Dissolved.

TUESDAY, *Feb.* 3, 1857.

ARMITSTEAD, GEORGE, JAMES HORSBURGH, & WILLIAM HENRY (Armitstead & Co.), Merchants, Dundee, and 21 Old Broad-st., London; as concerns William Henry. Jan. 14.

FRIDAY, *Feb.* 6, 1857.

MILLER, ROBERT, ROBERT ADDIE, & PATRICK RANKIN (Addie, Miller, & Rankin, or The Langloan Iron Company), Ironmasters, Glasgow, & at Langloan; as regards R. Miller. Dec. 31, 1853.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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ERRATA.

In our last number, at page 127, *col.* 2, *line* 18 *from bottom, for* "loyal" *read* "legal."

At page 136, *line* 6 *of Review of County Court Practices, for* "Corintho" *read* "Corinthum."

THE SOLICITORS' JOURNAL.

LONDON, FEBRUARY 14, 1857.

THE *TIMES* ON LAW AND LAWYERS..

From time immemorial lawyers have been the best abused class in the country. Playwrights and novelists, journalists and demagogues, have at all times been accustomed to make much capital out of the profession. All this railing proves little, except that lawyers have a larger influence, whether for good or evil, than most other classes in the community. The mischief which can be effected by an unscrupulous solicitor is as great as the benefits which an upright one bestows upon society; but, unfortunately, the good which results from the daily labour of the profession is known only to their clients, while the evil machinations of an occasional black sheep are paraded before the world with all the embellishments which the masters of fiction know how to add. For the most part, the imputations of the press are harmless enough; and no solicitor, we suppose, has ever felt particularly annoyed by such fanciful portraits as Mr. OILY GAMMON, or the highly influential firm of DODSON and FOGG. We may laugh at the ignorance which could take *Bardell* v. *Pickwick* as a model of a trial at law, and *Jarndyce* v. *Jarndyce* as a fair specimen of the Court of Chancery. But there is a limit to the license to be allowed to the press; and however much we may be disposed to smile at the amusing caricatures of a romance, we have a right to protest against the systematic defamation which the *Times*, above all other publications, delights to indulge in, whenever law and lawyers are under discussion. Of course we do not pretend that a dishonest lawyer is an impossibility, any more than a dishonest journalist or a corrupt member of Parliament. But we do confidently assert that there is no class in the kingdom possessing an influence like that enjoyed by our profession which furnishes so small a proportion of instances where the power is abused. The *Times*, however, never lets slip an opportunity for a sneer at the law, and has for some time bestowed its insinuations with especial liberality on that portion of the profession whose practice lies in the Court of Chancery. Whatever the immediate subject may be, if it have any connection with law, it is sure to be made the occasion for the stereotyped sneer. A leader which appeared on Thursday is the last example. The object was to write down the proposed transfer of testamentary jurisdiction from Doctors' Commons to a court over which one of the Vice-Chancellors was intended to preside; and the argument is summed up in the following choice sentence:—"The nation feels that any change which should throw all the wills of the country into Chancery, at the mercy of a profession, some of whom are notoriously unscrupulous, must be regarded as a change from better to worse—as a fall from a more bearable to an intolerable place of torment." The question, whether Sir J. DODSON or a Vice-Chancellor should sit in the Court of Probate, is not a very important one after all; but, even if it were, it might surely be discussed without casting a most undeserved imputation upon the solicitors of the Court of Chancery. The ignorance of the *Times* as to the nature of proceedings in equity is as conspicuous as its injustice to Chancery practitioners. It steadily ignores the revolution which was effected by the statutes of 1852, and goes on denouncing the remodelled court for evils which have long since ceased to exist. But the historical character acquired by the High Court of Chancery, when arrears accumulated and judgments were deferred for years, in the old Tory days of Lord ELDON, had worked its way thoroughly into the popular mind; and, thanks to the pertinacious misrepresentations of the *Times*, one-half of the world still believes that it takes years to obtain the judgment of a court of equity, and that the simplest case is buried in a useless mass of multitudinous pleadings. It is easier to pander to a vulgar prejudice than to represent things as they actually are; and a court which disposes of all its business term after term with scarcely a cause in arrear, is still pictured as a monstrous engine of vexatious delay. "If," says the *Times*, "there be one branch of our legal system which stinks in the nostrils of the public more than another, it is just this Court of Chancery, with its interminable delays, vexatious rules, and halting jurisdiction." Accusations more exactly the reverse of the truth could scarcely have been made. Everyone who knows anything of the procedure of courts of common law and equity must be perfectly well aware that the decision of a contested question can be obtained with even greater rapidity in a court of equity under the new practice than by the more elaborate process of a common law action. It is matter equally familiar to every practitioner, that, so far from the practice being incumbered with vexatious rules, the mode in which the real questions in dispute are brought before the court is so simple, that a decision turning on a merely technical point of pleading is almost unheard of. Some inconveniences undoubtedly arise from the method of stating a case at large, in the place of the more scientific pleadings of the courts of common law; but the great merit of the system is precisely that which the *Times* denies it—viz., the absence of strict and vexatious rules, and the certainty that the judgment must depend, not on the skill of the pleader, but on the merits of the cause. The charge of halting jurisdiction is even more ingeniously absurd. The encroachments of equity have been often regarded with jealousy; but the notion that the most comprehensive jurisdiction in the country is a halting one, is certainly the most amusing charge that ever was brought against the Chancellor's Court. We do not know when we shall hear the last of the story of interminable delay. So long as the Court of Chancery continues to be an office for the administration of trusts, and the management of estates, there will always be suits extending over many years. An infant cannot attain his majority until he has lived twenty-one years, even though he be a ward of court; nor can any judicial activity bring a remainder into possession during the existence of a tenant for life. By whatever tribunal the administration of trusts, dependent on the deaths of some persons or the majority of others, may be directed, the business cannot be brought to a close until the period of distribution has arrived. But these proceedings are not, in any proper sense, suits at all; and though the *Times* and a portion of the public may choose to confound things which are essentially distinct, it is not the less true that Chancery litigation, as distinguished from Chancery administration, is conducted with simpler forms and dispatched with greater speed than that of

any other court of superior jurisdiction. Skilfully as the Acts of 1852 were framed, experience has shown that there is still room for further improvements; but it will be in vain to look for assistance in future reforms from those who, after the lapse of several years, have been unable to open their eyes to the extensive improvements which have been already effected. We have no expectation that the *Times* will be induced to do justice to the equity practitioners or to any other branch of our profession. It must have some unpopular institution to cudgel; and as the Court of Chancery, in years gone by, won for itself a not undeserved character for delay and complexity, the *Times* finds it easier to perpetuate an old prejudice than to cast about for new subjects for its slashing writer. Gradually the truth will become known in spite of calumny; but so long as popular ignorance makes the Court of Chancery a convenient subject for abuse and ridicule, it is not likely that the *Times* will deny itself the pleasure of attacking it. There are too many members of Parliament who take their ideas of law from the representations of the daily press, and we shall watch with some jealousy the tone which our representatives may think fit to adopt in speaking of the legal profession.

THE DEBATE ON TRANSPORTATION.

The debate on Sir George Grey's motion for leave to bring in a bill on the subject of transportation and penal servitude, which took place on Monday last, opened the discussion of one of the most important of the subjects which are to be handled during the session. It seems to us to have elicited a statement rather than a solution of the numerous difficulties by which the question is beset. The substance of Sir George Grey's very long speech may be very shortly expressed. Omitting that part of it which explains once more the difference between the popular and the technical meaning of the phrase "ticket of leave," we pass at once to the part which specified the contents of the projected act. It is proposed that the punishment of transportation *eo nomine* should be abolished, and that that of penal servitude should in all cases be substituted for it; but that instead of four, six, and eight years, the sentences of penal servitude should be for seven, ten, and fourteen years respectively, and that sentences of transportation for twenty years, or for life, should be replaced by sentences of penal servitude for the same time; but, as we understand the proposal, these periods are to be subject to reduction on good behaviour, and the Government are to have the power of sending the prisoners abroad if they can find places to send them to. The result of the whole is, that whereas under the old system transportation generally meant penal servitude, penal servitude is, under the new system, sometimes to mean transportation. Under the old system, Government could either send the prisoners abroad or keep them at home; under the new, they have the option of keeping them at home or sending them abroad; under the old, seven, ten, and fourteen, meant four, five, and six; under the new, they are to mean five, seven, and ten years respectively. The change seems little more important than the transition from six to half-a-dozen. As regards the working of the scheme, Sir George Grey hopes to be able for a few years to send 250 convicts per annum to Western Australia; and he throws out a hint that incorrigible criminals are to be imprisoned, or rather restrained for life, in some part of Great Britain. If the plan is intended only to gain time for the purpose of maturing a larger scheme, based upon intelligible principles, we have no objections to offer to this proposal. But it is merely idle to suppose that it has thrown any sort of light upon the question. It leaves it just where it found it; and Sir George Grey admits this distinctly, for he tells us that there is no difficulty at all in finding employment for any number of convicts on public works, but that the real question is, what we are to do with them after their sentences are expired. This is what is meant by the cry—ill-informed, no doubt, but, as Sir J. Pakington said, rather misdirected than exaggerated—about tickets of leave. The technical details about transportation and penal servitude are quite unimportant; the state of the case, stripped of all such accessories, is as plain as anything can be. So long as we had the power of really transporting out of the country as many persons as we pleased, transportation was a very great convenience, for it amounted in almost every case, whether the term was a long or a short one, to banishment for life. We sent our criminal away, and no more was heard of him. This state of things has been brought to a close by the progress in the population and wealth of the Australian colonies; and the simple question is, what we are to substitute for it? About nine-tenths of our criminals must henceforth stay at home, and what are we to do with them? This is the question which is really proposed by the clamour about tickets of leave, and we again declare our conviction that the debate of Monday last has not advanced one step towards its solution.

The sensible speeches of Mr. Collier and Mr. Adderley afforded some hints upon the subject, which contain the germ of important measures. Mr. Collier seemed to recognise the necessity of a classification of crimes, and Mr. Adderley the corresponding necessity of a classification of puuishments. We are convinced that if these desiderata were once supplied, we should find that almost all the questions relating to convicts would solve themselves. We do not pretend to have a complete classification to offer, but some species of crime are sufficiently well marked to be distinguished at once. It is quite clear, for example, that incorrigible criminals form a class by themselves. In Captain Chesterton's *Revelations of Prison Life* there is an account of several of these villains. One of them brutally outraged his own daughter, was suspected of several murders, and was finally hanged for killing a warder of the prison; another was also suspected of murder, and was by profession a highway robber; a third "considered revenge a sacred duty," and made a desperate attempt to take the life of Captain Chesterton himself. One man of this kind does more harm to his fellow convicts than twenty ordinary thieves or swindlers, for his force of character gives him a sort of moral superiority over them, which may be perverted to the very worst purposes. If the unwise compassion of the age saves such fiends from hanging, the least that can be done is to imprison them for life, like any other furious wild beasts. Another class might consist of those who commit strange occasional crimes. Cases of manslaughter, which border on murder, savage cutting and wounding, outrages on women, and the like, are generally committed by men who have little in common with ordinary criminals, and who are often in a position in life which proves that no amount of education will reform them. How would an opportunity of earning an honest livelihood as a shepherd in Australia tend to reform a man who had kicked his wife to death? Crimes of this kind are to be kept down by the universal sentiment of hatred and horror which they inspire, and that sentiment is nourished by visiting those who commit them with terrible and exemplary punishment. Hard labour in chains, or bodily pain, might be very beneficial in cases of this sort. Another class is that of the common professional thief. This is no doubt the class for which it is most difficult to provide, and it appears to us to be that which would be most likely to reward the exertions of philanthropists. To this class, imprisonment and hard labour, ending sooner or later, if possible, in some form of transportation, would be appropriate. Another class is that

of occasional thieves—boys and young men who commit a first offence, servants who pilfer from their masters, and the like. For this class of offenders it is, we believe, almost universally acknowledged that short terms of imprisonment are worse than useless. We should prefer to see them visited by short and sharp penalties, soon inflicted, and very uncomfortable. Two days of a dark cell would be a severer punishment, and one likely to make far more impression on the imagination of a young offender than a month's hard labour. For boys not confirmed in habits of thieving we have always thought that a sound whipping would be the fittest punishment. We would also suggest, that as names have a great influence over the imagination, the phrase "felon," which is at present quite unmeaning, should be confined to criminals belonging to the first two classes, "misdemeanant" to those comprised in the third, and that the fourth class should merely be described as "offenders." We only make these suggestions to illustrate our meaning. But we are firmly convinced that no ingenuity will give efficiency to the existing system of punishment, or to that now proposed, so long as no attempt is made to classify the persons who are to be submitted to it. We also feel that there never was a subject that more demanded the resources of a statesman's intellect. It may be true enough that for the present an adjournment of the question for three or four years is all that can be expected, but we hope that the interval so gained may be fruitful in some measure which will be more than a mere stop-gap.

Legal News.

An incident occurred at the last session of the Central Criminal Court, which appears to us so horrible that we feel it a most imperative, though a very unpleasant duty, to call attention to it. But for the sagacity of Mr. Baron Bramwell, an innocent man would have been condemned to transportation for life upon the most atrocious of all accusations. It appears that a man was accused by a boy of an unnatural crime; he was convicted by the jury, sentence of death was recorded, and he would have been consigned to lifelong punishment and infamy if the judge had not suspected the veracity of the testimony against him. He sent the boy in a cab with a police-officer to the scene of the alleged crime, and on his way the boy confessed that his story was utterly false. The judge ordered the jury to reconsider their verdict, and the man was then acquitted. The utmost punishment which can be inflicted upon the boy for this offence is four years penal servitude; and, as two witnesses are required to sustain a charge of perjury, he may possibly be acquitted, as he certainly would have been but for his own admission. Surely this is a fact more frightful in its nature than any of the legal mistakes to which our attention has so often been called. It is awful to think how often the same thing may have occurred without detection, nor can one easily exaggerate the degree of caution which juries ought to exercise in cases which almost always rest on the uncorroborated evidence of a single witness, and which must often have had their origin in an obscene fancy working upon a malignant disposition.

The anxiety expressed by certain of our legislators in the last session of Parliament, lest the country should be burdened with the unnecessary payment of judges' salaries, appears to have been ill-founded. The vacancy occasioned by the lamented death of Baron Alderson has only just been filled; and the indisposition of Chief Justice Cockburn, during Hilary Term, has, on some days, reduced the available strength of the Court of Common Pleas to four judges. If any suppose that the number of twelve judges of the superior courts would now be sufficient for the satisfactory discharge of all the various functions of these tribunals, we think that the experience of the last few weeks is sufficient to refute them. All the three courts have found occasion to sit in Banco during the present vacation; at the same time the *Nisi Prius* business demands the attention of one judge of each court, and there is business every afternoon at chambers, which cannot be postponed without serious injury to the suitors. Thus, the full court will, under ordinary circumstances, consist of four judges in the morning and only three in the afternoon; but if as has happened lately, a judgeship should be vacant or a judge be temporarily disabled, the court can only begin its work with three members, and will presently be reduced to two. The notion that the presence of four judges is necessary to the full efficiency of a common law court, however it may have originated, is certainly well fortified by antiquity. Lately we observed that a committee of the Law Amendment Society ventured to broach the idea that three judges constituted a more efficient tribunal than four. This suggestion may or may not deserve serious notice; but this is certain, that it has not yet been adopted by our Legislature, and great consideration ought to be exercised before arrangements are made, which would necessarily, though perhaps not intentionally, involve its adoption. Several cases have recently occurred in which the decision of three judges has certainly not been regarded by the profession as satisfactory. We do not mean to say that the presence of another judge would either have produced a different decision, or imparted greater authority to that which was actually given; still it is proper to point out that the law contemplates a court of four judges, and as the result of that arrangement, that no decision shall be given in case of difference, except by a majority of three to one. It may be added that although the Court of Exchequer Chamber consists in theory of eight judges, it is by no means uncommon to see this tribunal getting through its work with six or even five members only present. In this way, it may happen that the decision of three or four judges is reviewed, and perhaps reversed, by five or six judges of no greater experience or learning, and of merely co-ordinate authority, and besides these every-day functions of the fifteen judges, the Court of Chancery is empowered and required to call upon them to give their aid in deciding legal questions which formerly used to be sent to courts of law. And now that the session has commenced, the assistance of twelve judges may not unfrequently be required in the House of Lords, besides which there is the usual routine of duty to be provided for at the Old Bailey. It therefore appears to us, that, whatever may be the force of the other arguments in favour of making the new Court of Probate a common law court, that proposal certainly cannot be rested on the ground that the fifteen judges have not enough to do already, and are in a position to undertake a new and by no means an easy task. These considerations are sufficient, without the aid of a commission of inquiry, to conduct us to the conclusion that the number of judges is not too large, and we are glad to observe that the Government has not delayed the appointment of a successor to Baron Alderson until the commission shall have made its report. We believe there can be no worse economy than that of underpaying or overworking judges; and it is a little surprising that this truth should not be more fully evident to some of our most distinguished politicians. There can be no doubt whatever that delay in hearing and deciding causes drives litigants to compromise. Whether this be or be not for the interest of the suitor, we shall not at this moment offer a positive opinion; of this, however, we are quite sure, that it is not for the interest of the lawyer. The judicial force in all courts

both of law and equity, ought to be sufficient to do the business well and without delay. After a considerable interval, in which the word "arrears" had become almost obsolete, the courts of common law again begin to find that they have more work before them than can be got through during the term. Such a moment, therefore, seems peculiarly inappropriate for diminishing the number of the judges. It may be added that the practice of nominating a serjeant, or Queen's counsel to do the work of a judge of assize, is one which certainly ought not to be more largely resorted to than it is at present. It is easy to say that the learned gentlemen thus employed are equal in experience and ability to many judges, and that a man becomes no better lawyer by being authorised to wear a wig and gown of another pattern. Still suitors are not satisfied, nor are criminals and their friends impressed in the same degree by these substitutes for judges, as they are by the unimpaired majesty of the law. If it be desirable, as we think it is, to maintain the system of circuits, it ought to be maintained in its integrity; and the substitution of counsel, however well qualified, in the place of real judges, will certainly not give satisfaction in the provinces.

The observations of Lord LYNDHURST, in Tuesday night's debate, as to the necessity for abolishing the action of *crim. con.*, are strongly illustrated by the case of *Ling* v. *Croker*, tried in the Court of Common Pleas on Saturday last. The letters produced in the course of this trial were offensive in the highest degree to public decency. The case presented, however, some features more unusual than the production of licentious correspondence, or the statement of disgusting details, an attempt was made to prove that the plaintiff consented to his wife's dishonour, and troubled himself only about exacting from the adulterer a sufficient consideration for the indulgence. The defendant's case was rested on three letters, which, if genuine, must have put the plaintiff out of court. The verdict of the jury, giving £1,000 damages, implies that, in their opinion, these letters were a forgery. This conclusion, however, was not arrived at without considerable hesitation, and the evidence of the plaintiff, as to whether the letters were or were not in his handwriting, was of course excluded by the nature of the case. In the opinion of Lord LYNDHURST, however, the principal objection to these actions is not exactly what we have above stated. He says that it is inconsistent with the manly character of the English nation to attempt to satisfy the laws of honour in this way. Upon this it may be remarked that the law of honour, as ordinarily understood, would scarcely be better satisfied by a more speedy and cheaper process of divorce, or by the legal punishment of the adulterer in person, instead of pocket. The noble ex-Chancellor seems rather to point to another method of satisfaction, formerly much in use in England, and still very prevalent abroad. It may be noticed that another lawyer, Mr. SLADE in a recent case at *Nisi Prius*, uttered a somewhat similar expression of regret at the disuse of duelling, which he seemed to think a much better remedy than a lawsuit in cases like that in which he was engaged. This indiscreet praise by a lawyer, of a practice which was always a violation of the law was not received with favour by the presiding judge.

The Judgments' Execution Bill has passed its first stage by a majority of ten, but it is to be feared that the private interests of members may combine with various other causes to render its further progress difficult. One objection urged against the measure is founded on the extreme facility with which judgments are stated to be obtainable in the Scotch courts. Personal service of process, it appears, is not necessary; it is sufficient to leave notice at the usual, or last known, place of residence of the defendant. Now, if that residence be merely a shooting-box, which an Englishman has occupied during a few weeks of autumn, it would seem scarcely reasonable that a visit to the moors should involve the ardent sportsman in liability to judgments, against which he might have no opportunity of protesting. However the Scotch law may stand, it is certain that in some countries the facilities afforded to legal process are so great, as to work an injustice equal to what is elsewhere sustained through the law's delay. We believe that in some States of the American Union a very enlarged liberality prevails—first, in conferring the right to sue, and second, in removing difficulties out of the plaintiff's way. It may happen that a resident in an adjoining State desires to obtain a divorce, but is unwilling to encounter the wrath with which his better-half would receive such a proposal. To attain his object quietly it is only necessary to announce to his wife an intended absence of a few hours, and to make a journey into the neighbouring territory of free and expeditious law. He can at once become plaintiff in a suit for divorce, his wife, the defendant, is required by the court to put in her answer within a fixed time, and in default, judgment will be given for the divorce. The only notice of this proceeding is by advertisement in a newspaper of the state whose tribunal is resorted to; and this newspaper it is nearly certain the wife will never see. At the expiration of the time allowed to plead, the husband again makes a day's journey to look after his suit; the wife, of course, has not put in any plea to a process of which she has never heard; judgment is given by default; on his return home the decree of divorce is served by the husband on the wife; its validity is recognised in the state in which they have been residing, and thus the husband has obtained his object without the necessity of disagreeable discussions, in which, perhaps, he might have fared indifferently. This is certainly an example of improving and expediting legal procedure to a point that would be more intolerable than the most tedious delays of the unreformed Court of Chancery. It cannot be desirable to assimilate our law and practice to the very advanced pitch of civilisation which is stated to have been attained in some parts of the United States. At the same time we are far from asserting that the Judgments' Execution Bill would have any such effect.

BUSINESS OF THE QUEEN'S BENCH.—Although the court has sat during four whole days since term, there still remain many cases in the several papers. In the new Trial Paper, twenty-two cases have been disposed of, and seventeen remain, in the majority of which the rules were granted during the last term. In the Special Paper, twenty-two cases have been argued, and there remain eight. In the Crown Paper, nine have been disposed of, and three remain. Twelve cases stand over for judgment,—the day appointed for giving which is Tuesday, the 24th instant. All the causes entered for trial at the sittings in term have been disposed of. The entry for the sittings in London after term is unusually large,—the list shewing seventeen remanets, and eighty-eight new causes, of which thirty-eight are marked for special juries.

BUSINESS OF THE EXCHEQUER.—Much inconvenience has been felt and freely expressed, on more than one occasion, by the Lord Chief Baron, from the want of a judge in the room of the late Baron Alderson. On Wednesday last, the court, in consequence of one of its members being obliged to go to chambers, was under the necessity of adjourning at 2 o'clock; whereupon the Chief Baron said that he regretted to be obliged to take that step at so early an hour, but it was impossible for the court in its present incomplete condition to proceed any further to-day with the *Banco* business. The want of the full complement of judges had already compelled him to leave two or three special jury causes untried in Middlesex, and he feared that similar results must follow in the city, if the appointment of a judge in the place of the late Mr. Baron Alderson should be still longer delayed.

CRIME IN THE METROPOLIS.—The Rev. John Davis, the Ordinary of Newgate, has just presented to the Lord Mayor and

Court of Aldermen, his report for the year 1856, upon the state of crime in the metropolis.

TICKET-OF-LEAVE SYSTEM.—"In the present year many ticket-of-leave men have appeared among us. Those proved in open court to have been at liberty on tickets-of-leave from their exemplary conduct in prison, have had their names transmitted to government. The calculations made public are based on these returns, and it is attempted to be shown by such means what the proportion is between the liberated convicts who reform, and those who fall again into crime. I greatly doubt the accuracy of such returns as underrating what the facts of the case are. On one occasion during the past year, when we had forty-eight men in Newgate under sentence of transportation or penal servitude, the governor took the trouble to inquire, from rumours among the police, from conversations among the prisoners themselves, from the officers who were constantly with them, and various other sources of information, how many out of the forty-eight might be ticket-of-leave men, and he had reasonable proof that somewhere about twenty were so. Not more than one-third of that number could be reported to the government under the present regulations. As a general rule, the ticket-of-leave system fails with men of habitual crime, and should never be applied to them, except in rare instances of exemplary demeanour. There is nothing so much dreaded by habitual thieves as perpetual imprisonment, and to lessen such a sentence there is nothing they would not have recourse to."

GAROTTE ROBBERIES.—"I have often thought, and still think, that the origin of garotte robberies took place from the exhibition of the way the Thugs in India strangle and plunder passengers, as exhibited in the British Museum. However valuable as illustrations of Indian manners such representations may be, I could heartily wish that these models were placed in some more obscure position, and cease to be that which I fear they have been, the means of giving to men addicted to crime and violence an idea how their evil purposes may be accomplished."

RECORDERSHIP OF FALMOUTH.—Edward W. Cox Esq., of the Western Circuit, has been appointed to the recorderships of the borough of Falmouth and Helstone, *vice* Mr. C. Bevan, appointed judge of the Cornwall County Court.

The Lord Chancellor has appointed (Jan. 29) Francis James Coleridge, of Ottery St. Mary, Devon, gentleman, a Commissioner to administer oaths in the High Court of Chancery in England.

THE PROVINCE OF COUNSEL.—In a case of *Hincks* v. *Luis*, in the Court of Common Pleas, Mr. Serjeant Thomas, who appeared for the defendant, severely, and at great length cross-examined every witness called for the plaintiff; and, in the course of his cross-examination of a German named Luis, he was interrupted by Cockburn, C. J., who said, that, when at the bar, he had always felt the great disadvantages under which a witness laboured, and that, as long as he sat on the bench, he would never allow evidence to be misconstrued, or a witness to be led into a snare, and he concluded with saying, "I do not care a rush, Brother Thomas, what your instructions are; I won't have misconstruction here."

THE NEW BARON OF THE EXCHEQUER.—The seat upon the bench of the Court of Exchequer vacated by the death of the late Baron Alderson, has, we understand, been filled by Mr. Serjeant Channell, who received the appointment on Thursday evening, and was sworn in yesterday.

Recent Decisions in Chancery.

By the 51st of the General Orders of the 16th October, 1852, the time within which an application may be made to discharge or vary any certificate or report which has been signed and adopted by the judge sitting in chambers, is eight clear days after the filing of such certificate or report. Following the analogy, however, of the old rule as to reviewing the Master's report, after it had been confirmed, the court has sometimes given leave, in similar cases, to move to vary the certificate of the chief clerk after it has been signed and adopted by the Judge. Thus in *Ware* v. *Watson*, 4 W. R. 36; Stuart, V. C., opened the biddings for land sold under the order of the court, though the result of the sale had been certified by the chief clerk and adopted by the V. C., and eight days had elapsed since the date of the certificate. The only ground of the application was that a purchaser could be found at a higher price than had been reserved—in fact, at a "fancy" price; and it was contended for the certified purchaser that under the practice relating to the Master's report, the biddings could not be opened upon such grounds, which appears plain enough from the reported cases. The V. C's. decision went mainly upon the increased discretion given to the Judge as to time, in such cases, by the 58th and 59th of the General Orders of the 16th October, 1852. The Lords Justices, however, on appeal reversed this decision, being of opinion that it required a much stronger case than this to open the biddings after the certificate became absolute. Their lordships also ruled that in calculating the eight days within which there must be a summons or motion to discharge or vary, the vacations were not excluded, there being nothing in the statute to prevent the statutes then running.

In *Howell* v. *Kightley*, 4 W. R. 477, the Lords Justices still more distinctly enunciated the rule that, after eight days, the certificate is on the same footing as a report confirmed absolute; and therefore it follows that the decisions relating to reviewing or varying the master's report are, *mutatis mutandis*, entirely applicable to cases in which it is sought to vary or discharge the chief clerk's certificate. In *Ashton* v. *Wood*, 5 W. R. 271, leave to move to vary the certificate after eight days was granted by the Lords Justices, affirming the order of Stuart, V. C., the suit being for specific performance of an agreement for the purchase of land, and it appearing that the reason why the motion to vary was not made in time—within the eight days—was a mistake or misapprehension of the clerk of the solicitor of the plaintiff, who now moved for leave to move, as to the practice of the court in such a case. The chief clerk's certificate was to the effect that the plaintiff had not made a good title to the land, and the evidence was that the solicitor's clerk was under the impression that the question arising upon the title could be brought before the court, notwithstanding the certificate, when the cause came on for further consideration—a mistake, no doubt, arising from the practice now general of setting down the motion to vary the chief clerk's certificate to be heard when the cause comes on for further consideration, and forgetting that the notice of motion must be served within eight days after the certificate has been signed by the judge.

Apart from any question of irregularity, the only ground for vacating the inrolment of a decree, appears to be the *mala fides* of the party who has obtained inrolment; or perhaps, as the head note of *Backhouse* v. *Wylde*, 5 W. R. 245, puts it, a party seeking to vacate the inrolment of a decree must show that he has been *misled* by the party who has obtained inrolment. It has been decided that the speed, or even the extraordinary haste, of the party inrolling, or, where he has done nothing to mislead the other party, the surprise of the latter, is not a sufficient ground for vacating the inrolment of a decree. Unless in the case of such irregularity as was complained of in *Robinson* v. *Newdick*, 3 Mer. 13, the only safe ground for a motion to vacate an inrolment is, that the party applying has actually been misled by the party who has inrolled, as was stated by the Lord Chancellor to be the rule in *Backhouse* v. *Wylde*.

Another useful point of practice was decided in *Lady Londonderry* v. *Bramwell*, 5 W. R. 247. The plaintiff after the time for replication had expired, had served the defendant with notice of motion for decree, together with a list of the affidavits which he intended to read. The time within which the defendant might file his affidavits expired on the 23rd January, having been enlarged on the 15th of January, and the defendant's solicitor applied at the Examiner's office for the appointment of a day to cross-examine some of the plaintiff's witnesses, and could not get a day named earlier than the 3rd of February. He then applied to have further time to put in his affidavits, in order that he might first cross-examine the plaintiff's witnesses, upon the ground that it was material for his defence that cross-examination should take place before filing the affidavits of his own witnesses. Wood, V. C., refused the application. His Honour considered that neither the Legislature nor the general Orders of the court had conceived it to be proper that the witnesses on the other side should be cross-examined by a party before putting in his own affidavits; and, moreover, there was nothing to prevent both sides putting in affidavits on the last day allowed.

Cases at Common Law specially Interesting to Attorneys.

AWARD—SIGNING JUDGMENT ON, TIME FOR.

O'Toole v. *Potts*, 5 W. R., Q. B., 256.

This was an application to set aside a judgment which had been signed in August, 1856, by the plaintiff, for whom (by an order of *Nisi Prius*) a verdict had been taken at the sittings after Trinity Term in the same year, subject to a reference of the cause, and of all matters in difference. The award had been taken up by the plaintiff in July. It was now contended that he should have waited till the end of the ensuing Michaelmas Term, before signing judgment, and taxing his costs; but the court refused to interfere.

This case marks an important distinction between the time at which proceedings can be taken to enforce an award made upon a reference *where no cause is in existence*, and one which is made

upon *reference of a cause*, whether "all matters in difference" be or be not at the same time referred. In the case first mentioned, such proceedings cannot, as it would seem, be taken till the end of the term next after making the award; for, during that period, the party against whom the award is made may move to set it aside; but, in the latter case, the successful party may sign judgment, and tax his costs, on the expiration of fourteen days "after the award." A question might possibly arise, however, as to the time when, for the purpose of the above calculation, the time begins to run—whether from the time that the verdict was formally entered—*i.e.*, at the time of the trial of the action—or from the date of the award itself, or from the time it was taken up. All that can with certainty be deduced from the above case, as reported, is, that after such an award *has been taken up*, the successful party may, on the expiration of fourteen days (the period prescribed by the 120th section of the Common Law Procedure Act, 1852, and by R. G. H. T., 1853 (Pr.), r. 57, for issuing execution on a verdict), proceed to enforce it. And this seems the proper meaning and application of the R. G. H. T., 1853 (Pr.), r. 170, that "costs may be taxed on an award, notwithstanding the time for setting aside the award has not elapsed."

It is suggested by Mr. Russell, in his work on Arbitration (p. 623, 2nd edit.), that the object of the above rule was to assimilate the practice of the Common Pleas and the Exchequer, which, before the Common Law Procedure Act, 1852, was different in this respect—the Common Pleas holding that costs could not be taxed on such an award till the time of moving to set aside had expired (*Holdell* v. *Miller*, 2 Scott (N. S.), 163), and the Exchequer considering that the successful party might sign judgment, and tax his costs, as soon as he was at liberty to issue execution—*i.e.* (under the former practice), within the first four days of the next term.

COMPENSATION FOR LOSS OF OFFICE.

Regina v. *Mayor of Brighton*, 5 W. R., Q. B., 257.

This was a decision as to the principle on which compensation for office, is claimable under the Municipal Corporation Act. It was claimed under 5 & 6 Will. 4, c. 76, s. 66, which awards compensation to any officer whose office "shall be abolished" under the provisions of the act. But, in the case under consideration, it could only be established that the emoluments of the office (which was that of clerk of the peace for the county of Sussex) had been *diminished* in consequence of the establishment of a separate court of quarter sessions for the borough of Brighton; and it was admitted that the applicant had still some duties to perform in the capacity of clerk of the peace for the county, within that borough. The court held, that though the statute should be liberally construed with regard to the matter of compensation, yet that it was necessary to bring the case in which such compensation was claimed within the words of the act; and that a mere diminution of profits was apparently a *casus omissus* in the statute.

ATTACHMENT—RULE NISI—SHOWING CAUSE—PERSONAL SERVICE.

In re ——, 5 W. R., B. C., 260; *Russell* v. *Dodd*, Ib., 267.

The first of these cases was an attempt to break through the well-known rule of practice, which prevents a rule *nisi* for an attachment obtained on the last (or last but one) day of term being made returnable at chambers *unless by consent* (See *Fall* v. *Fall*, 2 D. P. C. 88; *Tetley* v. *Suran*, 3 W. R., Ex., 551; *Casse* v. *Wright*, 14 C. B. 562). The endeavour was unsuccessful.

In the second case (*Russell* v. *Dodd*) another point, as to the practice on attachments, was affirmed—viz., that in all cases the rule or writ in respect of which the contempt has been committed must be *personally served* on the party against whom the attachment is prayed. In this case a judge's order for interrogatories under the Common Law Procedure Act, 1854, had been obtained by the defendant, and served, with the interrogatories, on the plaintiff's attorney. And there being no answer to the interrogatories within the proper time, the defendant obtained a rule *nisi* for the contempt of not answering, which was also served on the plaintiff's attorney—personal service on the plaintiff himself being found, in both cases, to be impossible. But Mr. Justice Erle (though he consented to enlarge the rule *nisi*) refused a rule for an attachment without personal service of such rule.

It may, however, be remarked that the "affidavit of service" need not, in positive terms, allege personal service; it is sufficient if it aver facts from which the court can satisfy itself that the rule or writ reached the hands of the party to whom it was addressed, and that he understood its import. See *Re Morris*, 22, L. J. (N. S.) Q. B., 417; *Re Pyne*, 1 D. & L. 703; *Re Whalley*, 14 Mee. & W., 731.

POLICE MAGISTRATE—COMPELLING ADJUDICATION.

Regina v. *Paynter*, 5 W. R., Q. B., 267.

This was a rule (applied for under 11 & 12 Vict. c. 44, s. 5, which substitutes in certain cases such an application for the process of mandamus), calling upon Mr. Paynter, the police magistrate, to show cause why he should not proceed to adjudicate, and to convict, on a summons granted by him against the Gas-light and Coke Company for unlawfully breaking up certain pavements without the necessary consent of the Board of Works for the district. Mr. Paynter, after hearing the case, wished to dismiss the summons; but on being pressed by the solicitor of the complainant either to refuse to adjudicate or to inflict a penalty, in order that the matter might be referred to the Queen's Bench, refused to adjudicate accordingly. The court, however, in some alarm, declined to interfere, intimating that were they to take a contrary course, any petty sessions might shift from themselves the burthen of adjudication in any case brought before them. It was not, they observed, a voluntary refusal on the part of the magistrate to adjudicate; for if he had followed the dictates of his own judgment, he would have decided the case by dismissing the summons. *Crompton*, J., added, that the Court of Queen's Bench in such cases was a court of *appeal*, not a court of *advice*.

ATTORNEY—AUTHORITY TO RECEIVE INTEREST OR PRINCIPAL ON MORTGAGE.

Kent v. *Thomas*, 1 H. & N. 473.

The defendant in this case had borrowed a sum of money from the plaintiff, through the agency of one P., who prepared the mortgage deed, and was the only attorney employed. Interest was paid regularly by the defendant to P., from whom for some time the plaintiff received it, in due course, at P.'s office; but after some time he ceased to receive it, and was told by P. that it had remained unpaid by the defendant, who was abroad. P. never received from the plaintiff power to receive any part of the principal of the debt owing from the defendant; but the defendant from time to time, on the application of P., paid to him sums of money on account of such principal debt. After some time the plaintiff requested from the defendant payment of the arrears of interest, and gave notice that he also required repayment of the principal. He was then informed by the defendant that the arrears of interest had been regularly paid; and that he had, moreover, paid off to P. a considerable portion of the principal debt. After some correspondence between the plaintiff and defendant, it appeared that P. had deceived both, and had appropriated both the interest paid and also the sums paid on account of the principal. Under these circumstances, a special case was framed, by consent, for the opinion of the court, whether the payments made by the defendant to P. were a good answer, *pro tanto*, to an action brought by the plaintiff on the covenant in the mortgage deed for payment of the principal and interest.

It was held by the court that the plaintiff had treated P. as his agent to receive the interest, and, therefore, that *quoad* the interest the defendant was discharged; but that the plaintiff had never given P. any power to receive any part of the principal, and therefore that the defendant *quoad* the sums paid on account thereof, must be the one to suffer.

This case is very similar, in some of its circumstances, to another which occurred in the year 1850 (*Wilkinson* v. *Candlish*, 5 Exch. 91). There one D., who acted as the attorney both for the borrower and the lender, retained possession of the mortgage deed, and received and paid over the interest as it fell due to the lender; but, on the principal being paid to him by the borrower, appropriated it to his own use, and afterwards died insolvent. Lord Wensleydale, in delivering the judgment of the court, directing the verdict to be entered for the plaintiff, who (as in the case above noticed) sued on the covenant for repayment in the mortgage deed, pointed out that an authority to receive the *interest* of a mortgage by no means imports an authority to receive the *principal*; and the Court of Exchequer held that of such authority as last mentioned, neither the possession of the mortgage deed by D., nor his receipt of interest under it, was any evidence.

Professional Intelligence.

WOULFE AND ANOTHER *v.* PROPERT.

The plaintiffs are tailors in Conduit-street, and this was an

action to recover their bill for clothes supplied to the defendant to the amount of £107 while a student at Haileybury College.

The defendant having pleaded infancy, the plaintiffs replied that the clothes in question were "necessaries."

In support of the plaintiffs' case the following evidence was given:—

John Philip Woulfe stated that he furnished all the articles charged in this bill, except those which were put down as clothes, but really were money lent and silk furnished. Those items amount to £13 13s.

The CHIEF BARON: A grosser and more abominable fraud I don't know of. If a tailor lends a youth money and charges it to his parent as goods sold, that is, in my opinion, worse than picking a pocket.

Examination resumed: I lent the defendant various sums at different periods. I charged the loans as goods at the defendant's request when I asked him to repay them. I objected to do so, but he said, "Well, if you don't you won't get your money."

The CHIEF BARON: If you had obtained this money from the father you would have been liable to be transported for fourteen years; even now you may be proceeded against for a misdemeanour in attempting to obtain the money.

Cross-examination resumed: I threatened to arrest the defendant on the day he was to go in for his examination, because he broke faith with me.

The affidavit of the witness, on which the defendant was about to be arrested at the suit of the plaintiffs, was then put into the witness's hand. From that document it appeared that the witness swore that the defendant was indebted to his firm in the sum of £107 "for goods sold in the way of their business as tailors and clothiers."

The CHIEF BARON: I have never yet taken such a step, but I now order you not to leave the court till the close of the case. You have acknowledged that you have committed perjury in that affidavit when you swore that the defendant was indebted to you £107 for goods sold and delivered as tailors and clothiers.

The Witness: No, my lord. I signed it at the request of my attorneys, to whom I left the matter.

The CHIEF BARON, in summing up the case, observed that there were certain actions against which judges and jurors should make a firm stand—actions against husbands for goods supplied to extravagant wives; and for goods supplied to an excessive extent to infants, which were virtually actions against their parents. This action was of the latter class, and the question was whether the goods for which it was brought were necessaries, the defendant being clearly an infant at the time of their sale. As to the mode in which the plaintiff had sworn the affidavit, it was, to say the least, very careless, and it was no excuse for him to put it on his attorney, and to say he swore it as a mere matter of form.—Verdict for the defendant.

CRISP *v.* SIR ROBERT GYLL.

In the course of summing up the plaintiff's evidence in this cause,

Mr. *Slade* said, if his client had been in the same position with the defendant there would have been one of three courses adopted. Either there would have been an apology made by the defendant, or else there would have been a hostile meeting—

The CHIEF BARON: That is all over now.

Mr. *Slade:* No, my Lord, I hope that it is not all over.

The CHIEF BARON: For the honour of the country of which we are both members I trust that it is all over. Sitting here in my public position, I cannot hear you publicly state that duelling is one of the courses to be adopted when a man considers himself injured, without saying that in this Christian country such methods of redress are no longer pursued.

Mr. *Slade:* Well, my Lord, I hope it is all over; but I must say that it was a very good check upon impertinence. In former times, however, if a man had refused to make an apology, or to fight, he would have been soundly horsewhipped.

DENNE *v.* LIGHT.

This was an appeal from a decree of Vice-Chancellor Stuart.

The affidavits being contradictory, the court determined that Mr. Nightingale, the agent for the plaintiff, and Mr. Hatch, the son-in-law of Mr. Light, should be examined *viva voce;* but, as the counsel on each side refused to initiate the examination, the same was conducted by the Lords Justices.

Lectures at the Incorporated Law Society.

MR. MALCOLM KERR ON THE STATUTES OF LIMITATIONS.

Mr. Kerr, in his lecture of the 2nd instant, resumed the consideration of the Statutes of Limitations, and proceeded to notice the statutes applicable to *actions on specialties.* He observed that the same period of twenty years, within which an entry must be made or an ejectment brought to recover the possession of land, had been fixed by the 40th section of the 3 & 4 Will. 4, c. 27, as that within which rights that affected the realty must be enforced. Any action, suit, or other proceeding to recover money secured by a mortgage or lien, or otherwise charged upon *land,* or a legacy, must be brought within twenty years after a present right to receive the same had accrued to some person capable of giving a discharge or release. Actions for rent, or on a lease by deed, or on a bond or other specialty, and all actions or other proceedings on recognisances must, by the 3 & 4 Will. 4, c. 42, s. 3, be brought within twenty years after the cause of action had accrued.

Although the period of limitations in these cases was the same, it was created by different statutes, but it was more convenient to class mortgages and matters of record with bonds and recognisances as *specialties,* and particularly as Blackstone had so done in vol. 2, c. 20, where he described "obligations on bonds and recognisances," as deeds not used to *convey,* but to *charge* or *incumber* lands.

The limitation prescribed by the 40th section of the 3 & 4 Will. 4, c. 27, was not restricted to actions against real estate, but it affected charges on real estate whether sought to be enforced against the real or personal representatives (*Shepherd* v. *Duke,* 9 Sim. 567). The words of the 3 & 4 Will. 4, c. 27, s. 40, were "money secured by any mortgage, judgment, lien, or otherwise charged on land, or any legacy," and the section related to actions brought to recover the *money* either on the covenant usually inserted in the mortgage-deed, or on the bond which not unfrequently accompanied it (*Doe d. Williams* v. *Jones,* 5 A. & E. 290). Such action, therefore, more usually fell within the limitation prescribed by the 3 & 4 Will. 4, c. 42, s. 3, which applied to "actions of covenant on any bond or other specialty." In equity a mortgage was a charge upon land, and a foreclosure suit was to recover a sum so charged, and was within the 3 & 4 Will. 4, c. 27, s. 40 (*Du Vigier* v. *Lee,* 2 Hare, 326). This case also decided that the mortgagee was entitled, in a foreclosure suit to carry back the interest account for the period of twenty years; and, on the other hand, that the court would not compel the mortgagor, when he sought to redeem the land, to pay all the arrears of interest, without reference to the statute. For the reason that actions on covenants in bonds and mortgage deeds fell within the statute of limitations as to specialties, there were almost no common law cases on this section—the questions principally arising in foreclosure suits.

No suit or other proceeding could be taken on a *judgment,* but within twenty years after a present right to receive the money had accrued. This applied to a case in which a judgment was sought to be enforced against the personal as well as against the real estate (*Watson* v. *Birch,* 15 Sim. 532). It applied of course in administration suits as well as at law. Therefore, where a judgment creditor allowed twenty years to elapse, and then, finding that in an administration suit which had been instituted in the meantime there was a decree for payment of the specialty creditors, attempted to prove his debt, it was held that he was barred by this section (*Berrington* v. *Evans,* 1 Y. & C. Ch. 434). Before the statute, a bill filed by any creditor on behalf of himself and the others would have prevented the statute running against any one of the creditors who came in under the decree (*Sterndale* v. *Hankinson,* 1 Sim. 393). The law in this respect had therefore been completely altered. The application of this section at common law was well illustrated in the recent case of *Loveless* v. *Richardson,* 4 W. R. 617. There, an application was made for leave to issue a *scire facias* on a judgment more than twenty years old. It did not appear that there had been any payment or acknowledgment within the twenty years, and the court, in the absence of such facts, refused to put the defendant to the trouble of pleading the statute of limitations. It should be recollected that a *scire facias,* or, as it was now termed, a *writ of revivor,* was the proper mode of reviving a judgment, and that the Common Law Procedure Act prescribed the different periods within which such a writ might be issued. It issued as of course within ten years of the judgment, after ten and within

fifteen years only on a rule to show cause. This was important, for the *scire facias* created a new right altogether (*Farrell* v. *Gleeson*, 11 C. & F. 702). The period of limitation ran from the date of the last judgment of revival, and not from the date of the original judgment.

A *lien* charged on land could only be enforced within twenty years. The only species of liens with which the common law dealt were those allowed in certain instances, as in the case of bailments and of goods entrusted to factors and other agents by the *Lex mercatoria*, to which this section had no application. It was in the courts of equity alone that the liens here provided for were enforced, the most ordinary case being that which occurred in a contract for the sale of real property, on which the price or part of it was made a lien. In such a case, the lien must be enforced within the twenty years, otherwise it was entirely gone. Accordingly, where a property was sold in March, 1811, and the purchaser let into possession, the price being payable in May following, but which price was never paid at all, a bill filed after the twenty years claiming a lien for the purchase-money and interest was held to be barred (*Toft* v. *Stephenson*, 7 Hare, 1). On the same principle, a bill filed to sell land on a registered judgment at law, which was now an equitable lien on all real estate, must be filed within the twenty years, otherwise the right was gone.

The 40th section applied to mortgages, judgments, liens, or other charges upon land, and *legacies*. It was doubted whether this word extended to legacies not charged upon land, but this doubt was set at rest, and the statute held to apply to legacies charged on *personalty* only (*Piggott* v. *Jefferson*, 12 Sim. 26). The Court of Chancery had practically an exclusive jurisdiction in proceedings for the recovery of legacies. The legatee might no doubt sue in the ecclesiastical courts, or in some cases in the common law courts. In the former case he ran the risk of finding himself the defendant in an administration suit, to which the executor was sure to resort, if proceedings were adopted in Doctors' Commons; and the legatee could only sue at law for a *specific* legacy to which the executor or administrator had assented. Such actions, even in the county courts, were however very rare. "Residue," it should be mentioned, was a legacy within the meaning of this section, the residuary legatee having that as his legacy (*Prior* v. *Hornblow*, 2 Y. & C. 201).

The 40th section specified as the period from which the twenty years began to run, the time when a present right to receive should have accrued to some person capable of giving a discharge for or release of the same. The two decisions on this subject were *Ravenscroft* v. *Frisby*, 1 Coll. C. C. 22, and *Bennett* v. *Cooper*, 9 Beav. 252. It was clear that legatees, whose legacies were charged on real estate subject to prior charges, had no *present* right to receive their legacies so long as the prior charges subsisted (*Faulkner* v. *Daniel*, 3 Hare, 212).

This section concluded by enacting, that a part payment of principal or interest, or an acknowledgment in writing, should keep the claim alive. There was an enactment to the same effect in the 3 & 4 Will. 4, c. 42, s. 5.

The limitation as to *specialties* by s. 3, was to the effect that all actions for rent upon a lease by deed, or covenant, or upon a bond or other specialty, or *scire facias* upon a recognisance, must be brought within twenty years after *the cause of action accrued*. Therefore, in an action on a *post obit* bond, the time of limitation ran, not from the date of the deed, but from the death of the grantor (*Tuckey* v. *Hawkins*, 4 Com. B. 655). Although the words of the section were precise—"action of debt for rent upon an indenture of demise"—it was doubted whether, the provision of the 3 & 4 Will. 4, c. 27, s. 42, which enacted that arrears of rent or interest should only be recovered for six years, did not override this enactment. It was soon, however, held that it did not. See the cases of *Paget* v. *Foley*, 2 Bing. N. C. 679; *Strachan* v. *Thomas*, 12 A. & E. 558.

Actions for the recovery of real property must be brought within twenty years after the cause of action accrued, and the cause of action accrued on the first dispossession of the claimant. All the provisions of the Real Property Limitation Act, as to the period at which, in particular cases, this right of action should accrue—as, for instance, on the last non-payment of rent at the end of the first year's tenancy, either in a tenancy from year to year, or in a tenancy at will, all amounted to the same thing, that was, to specify what was to be dispossession. The period of limitation once begun ran on, and if the twenty years elapsed, the estate of the claimant was barred altogether. The claimant could not say that there was a fresh *dispossession* every year for instance, and that it was for that he sued: once dispossessed, he remained so, until again put in possession by receipt of rent or acknowledgment of his title. But it was very different in the case of a covenant or a bond conditioned for certain payments. In these cases each non-performance of the condition, each breach of the covenant, was a separate and distinct cause of action; and for all those causes of action which were not more than twenty years old, the plaintiff could recover. There had been several decisions illustrative of this interpretation (*Sanders* v. *Coward*, 15 M. & W. 56, and *Amott* v. *Holden*, 18 Q.B. 593).

From the operation of the different sections of the real property limitation and specialty limitation statutes, a curious state of affairs might arise—*viz.*, that a man might lose his present estate in a reversionary rent, and yet recover the same sum on a collateral covenant. Thus, if the owner of the reversion did not receive rent for twenty years, his right was gone—at least, until the reversion fell in—for he thereby acquired a new right to possession. If, however, the owner of the reversion had a collateral covenant for the rent, he might sue on the covenant, and recover the money, although his estate in the rent itself were gone (*Manning* v *Phelps*, 10 Ex. 59).

The 3 & 4 Will. 4, c. 42, contained an enactment to the effect, that the period of limitation should run from the last payment of principal or interest, or from the date of an acknowledgment in writing, signed by the party liable, or his agent. This was by the fifth section of that act, which should be taken together with the similar provision of the Real Property Limitation Act. The several statutes of limitation were *in pari materiâ*, and should receive a uniform construction, notwithstanding any slight variation of phrase, their object and intention being the same. This dictum was laid down in *Murray* v. *East India Co.* 4 Barn. & Ald. 215.

There were then two modes of preventing the operation of the statute; one by a payment of principal or interest, the other by an acknowledgment in writing.

The first mode of keeping a claim alive by partial payment would be considered under the third head in reference to acknowledgments which prevented the operation of the statute of limitations as to simple contract debts. The second mode was the one on which most questions arose; for the acknowledgment,

1. Must be in writing.
2. Must be signed by the person liable, or his agent.
3. Must be given to the person entitled, or his agent.

Thus, if a man were to write a letter to a third person (not the agent, of course), acknowledging the debt, it would not take it out of the statute. In order to do so, the acknowledgment must appear to have been made with a view of rendering the party making it liable to the demand, and it must have been made to the party entitled to make the demand (*Greenfell* v. *Girdlestone*, 2 Y. & Coll. 676). Therefore, where a bill was filed against two executors, and the plaintiff, with a view of taking his demand out of the statute, relied on certain letters written by one of the executors to his (the plaintiff's) attorney, it was held that the letters had not the effect ascribed to them, because they were written by the executor, not for the purpose of charging himself, but of throwing the burden of payment on his co-executor. (*Holland* v. *Clark*, 1 Young & Coll. (N. S.) 151).

As to acknowledgments in writing, the acknowledgment must not be a mere proposal for a settlement, but must be a distinct admission of liability. Where a person wrote, in answer to an application for a meeting to discuss the subject of the claim by another, "I do not see the use of a meeting unless some party is ready to pay me off," this was held to be a sufficient acknowledgment of title in the other; and the same unqualified admission would do in any case (*Stansfield* v. *Hobson*, 16 Beav. 86). A recital in the assignment of a mortgage that all interest had been paid up to the date of that deed, was evidence of payment of interest, so as to enable the jury to find that payment had been made within twenty years, and thus find the issue for the plaintiff on a plea of the statute; but it was doubted whether such a recital could be considered an acknowledgment in writing (*Forsythe* v. *Bristowe*, 8 Ex. 716). In this case, the deed was signed by the party liable, and the party entitled was a party to it. It was held that where the party entitled was not a party to such a subsequent deed, any such deed would not be sufficient to take the case out of the statute. Thus, in an action by an executor on a mortgage-deed, dated in 1824, made by the defendant in favour of the plaintiff's testator, the plaintiff, in order to take the case out of the statute, gave in evidence a deed executed by the defendant within twenty years before action brought, but to which the plaintiff's testator was no party, it was held that this was not an acknowledgment so as

to take the case out of the statute (*Howcutt* v. *Bonser*, 3 Ex. 491).

An action for calls, under the Companies' Clauses Consolidation Act, was an action on a specialty, and to which the twenty years' limitation would apply (*Cork & Bandon Railway Company* v. *Goode*, 13 C. B. 826). But an action of debt on a bye-law made by a corporation chartered under the great seal, was not an action on a specialty, but, on the contrary, on simple contract, and one, therefore, to which the six years' limitation applied. (*Tobacco-Pipe Makers' Company* v. *Loder*, 16 Q. B. 765).

Law Amendment Society.

FOURTEENTH SESSION.—EIGHTH GENERAL MEETING.

FEBRUARY 9th, 1857.

Lord BROUGHAM took the Chair at Eight o'clock.

Among those present were — Mr. Hadfield, M.P.; Mr. Serjeant Woolrych, Dr. Waddilove, Dr. Spinks, Mr. Pitt Taylor, Mr. D. Power, Mr. W. S. Cookson, Mr. Macqueen, Mr. Edgar, Mr. Tudor, Mr. F. Hill, Mr. H. F. Bristowe, Mr. Aspland, Mr. T. H. Bastard, Mr. Pritchard, Mr. A. Hill, Mr. G. Harris, Mr. Coote, Mr. Longden, Mr. Manning, Mr. Jackson, Mr. Back, Mr. Teulon, Mr. Trower, Mr. C. Dod, Mr. C. Webster, Mr. Tait, Mr. F. S. Williams, Mr. Salomons, Mr. Platt, Mr. F. G. A. Williams, Mr. Wingfield, Mr. Fisher, &c.

The following gentlemen were balloted for, and elected:— J. W. Church, Esq.; Thomas Chambers, Esq., M.P., Common Serjeant; Thomas Webster, Esq.; E. W. A. Tuson, Esq.

Mr. PITT TAYLOR moved the adoption of the Report on the Testamentary Jurisdiction.

Dr. WADDILOVE objected to the Report, since it recommended that the Court of Probate should be strictly a Court of Common Law, with a limited power of construction and no equitable jurisdiction. A Court of Common Law might well try the mere issue of will or no will; but a Court of Probate must go further, and appoint some one to receive the grant. That often involved intricate questions as to whether there was an executor according to the tenor or a residuary legatee in trust, and so forth. Again, questions of domicile, or implied revocation, often arose on the face of a will, which required more than the machinery or experience of a Court of Common Law satisfactorily to decide. With reference to the proposed jurisdiction of the County Courts, a distinction was made in their favour which seemed an inconsistency, and showed the importance of clothing the Court of Probate with equitable functions, for the report recommended that County Courts should exercise those functions to the utmost where the estate of the deceased was under £300. Another objection which struck him was, empowering registrars of County Courts to grant probate in common form. Questions of much difficulty, requiring a practical knowledge, were often satisfactorily disposed of by the registrars of the Prerogative Court, whereby a reference to the judge was obviated, and delay and expense saved; he feared that registrars of the County Courts had not the necessary experience of the subject to enable them to do so. Instead of making the Court of Probate either a Court of Law or a Court of Equity, he would urge the importance of combining the elements peculiar to each, and of thus forming a tribunal which would do complete justice in all testamentary matters, by first declaring the will to be valid or not; then, if valid, declaring the trusts, devises, and legacies under it, and finally distributing the assets.

Mr. PRITCHARD thought that in some respects Chancery would be better for the administration of Testamentary business than Common Law.

Mr. DAVID POWER said that he supported a Common Law Court of Probate, because wills of realty were already under the jurisdiction of the fifteen judges, and because the mode of taking evidence in the Court of Chancery was of an unsatisfactory character.

Mr. HASTINGS had thought there might be some reason in postponing the discussion, in order to see the Lord Chancellor's Bill, but the character of the measure was already known, and no one could believe that the Society would assent to it.

Mr. PITT TAYLOR pointed out that the Lord Chancellor had, on a former occasion, given the strongest reasons against continuing the monopoly he now sought to retain.

Mr. H. F. BRISTOWE gave his support to the leading features of the Report. At the same time he objected to the expressions used concerning the pleadings in the Court of Chancery, which were now as simple as possible. He also should prefer an appeal to the Judicial Committee of the Privy Council, in place of the Exchequer Chamber and the House of Lords.

The first three resolutions were adopted. On the fourth, which is in favour of abolishing the monopoly of the advocates and proctors, Mr. Pritchard urged the services of his body, the difficult nature of much of the common form business, and the personal hardship of depriving a number of professional men of their means of subsistence. He intimated his intention of moving a series of amendments to the remaining resolutions; whereupon further discussion was adjourned till that day three weeks.

The Society then adjourned till Monday next, the 16th of February, at eight o'clock, when the National Reformatory Union and the Birmingham Educational Association will join with the Society in discussing Sir Stafford Northcote's Bill for the Suppression of Juvenile Vagrancy.

MERCANTILE LAW COMMITTEE.

The Committee who were appointed by the Mercantile Law Conference to carry out the opinions of that meeting, have formed themselves into a permanent body, under the title of the Mercantile Law Committee of the United Kingdom, and have resolved to raise a fund for the purpose of carrying out their object. They number representatives from nearly all the principal towns in the United Kingdom, and are in a position to make a powerful demonstration in favour of Mercantile Law Reform, should they receive an adequate support.

A meeting will be held under their direction at the rooms of the Law Amendment Society, this day, at half-past one, to consider the law relating to Consuls and Consular Duties.

Juridical Society.

This society met on Monday evening last, Mr. Baron Bramwell in the chair, when the Rev. F. D. Maurice, M.A., read a paper on the "Moral Grounds of the Distinction between Common Law and Equity." He commenced by referring to the 27th chapter of Blackstone's 3rd Book, which he took to be a warning written for the express purpose of deterring unlearned persons from meddling with the subject of the paper. Blackstone ridiculed the notion that a court of equity ever really acted on the principles which ingenious theorists attributed to it: he gave no hope of obtaining light upon its meaning or method, even from writers who had some notions of jurisprudence, such as Grotius and Puffendorff; and he said that even our own legal antiquaries, Spelman, Selden, Coke, and Bacon himself, were all likely to mislead us; that the systems of jurisprudence in our courts of law and equity were equally artificial—founded on the same principles of justice and positive law, though varied by different usages in the forms and modes of their proceedings; the one being derived originally from the feudal customs as they prevailed in different ages in the Saxon and the Norman judicatures; the other from the imperial and pontifical formularies introduced by clerical chancellors. But if the practice of both courts were founded on the same principles of justice and positive law, it could not be without interest to ask what these expressions signify. If they can be referred to a feudal or to an imperial source, the nature and difference of those sources are subjects for the ordinary historical inquirer; and if the respective systems have been both much improved and reformed, it must have been by their having been brought into close connection with the principles of morality and reason. These inferences were borne out by authorities to which reference was made by the reader. The passage quoted from Blackstone showed that moralists might receive benefit from communion with lawyers. Moralists are, no doubt, prone to make systems ever more artificial, ever less real, than any which are constructed by practitioners in courts of justice. In the 5th Book of the "Nicomachean Ethics," Aristotle considered the question — How does the equitable man differ from the just man? How does equity differ from justice? The solution, in an ethical treatise, has reference first to an individual character; but Aristotle, though he starts from the man, always looks to the state. Morals with him were the vestibule to politics. He could not contemplate the just man apart from justice itself, or apart from the doing of justice and its method. Aristotle considered law to be in its nature universal—that if it did not speak universally, it would speak uselessly and falsely. But there are some things about which it is impossible to speak universally and rightly—nay, in these somethings is included the whole practice of life. Whatever is in action cannot

be brought within the compass of a general rule; the defect of law, therefore, is not in itself—in the law—or the lawgiver, but in the nature of the matter with which it is conversant. Injustice must follow from it if there is nothing to correct it. Equity does what the lawgiver would have done if he could—it expresses what he would say if he were present. Passing from the region of pure philosophy to that of law—from Greece to Rome—what did Cicero think upon this subject? There is a passage in c. 37 of the "Dialogus de Partitione Oratoria," which at first promises an answer to the question; and is referred to in Forcellini's Lexicon as settling the meaning of the word equity. But in that passage Equitas is opposed to Religio, not to Lex; it stands in the same relation to Jus Humanum as Religio stands to the Jus Divinum. The subject is raised unintentionally. Marcus Cicero asks his father how he is to deal with those causes which admit the fact, and defend the lawfulness of it. Thence it became necessary to show what was lawful, or rather how an advocate might make the lawfulness of an act evident to the minds of those who were to pronounce judgment. The treatise belongs to rhetoric much more than to morals. In the very words in which he defines equity, he assumes a ratio *æqui et boni*, to which the orator may appeal, and from which his arguments may be deduced. Then, turning to Cicero's "Work on Laws," lib. 1, cap. 5, we find a passage on the subject of more use than a mere formal definition—"Natura juris explicanda est nobis, eaque ab hominis repetenda natura: considerandæ leges quibus civitates regi debeant: tum hæc tractanda, quæ composita sunt et descripta, jura et jussa populorum, in quibus ne nostri quidem populi latebunt quæ vocantur jura civilia." The reader read the passage at length, and continued in these words:—Cicero appeared to set aside the principle of Aristotle altogether, evidently inclining to the opinion that Lex indicated something more fundamental than Jus. At first this might appear to be an assertion of the Hobbes doctrine that right was deduced from power, but Lex itself was the highest reason. To Cicero's mind it meant something more than Νόμος, which only denotes that which gives to every man his own. Lex was the underground of all civil rules and enactments, and not merely an equity or principle of compensation. The nature of man recognised it as reasonable, bowed to it, implied it. Cicero had, no doubt, a much deeper feeling of a will, of which this highest law is the expression, than Aristotle had. In this book he referred the origin of law to the gods, and its existence amongst men to their relation to the gods. Because law had this original, it could not be merely imposed: it must have the force and virtue which is independent of all mere decrees. The Roman admitted an equity distinct from mere positive law—even more fully than the Greek. The distinction goes through the whole of Cicero's treatise. Whether he is acting the philosopher and reaching to the foundations of things, or extolling the twelve tables as superior to all the theories and dogmas of philosophers, he is equally asserting the existence of a common sense and equity upon which laws rest, and to which they must appeal. His Greek learning and his Roman patriotism no doubt sometimes interfered with each other; but then we may discover the reconciliation of this. The sage, he supposed, brought to light that sense of right and justice which was latent in all men, and which found its expression sometimes in a written document, oftener still in the maxims and customs which had gained the force of law—one knew not how—without being committed to letters. It was the business of the wise man to know these witnesses in the heart of the ordinary man. Therein lay the explanation of much of the life of that remarkable man. His mind, if you look at it on its best side, was one of the most equitable that ever existed. Equity was its characteristic. Sometimes, through respect to common opinion, he sacrificed his higher existence, and became a rhetorician or trimmer. Sometimes, through the ambition to be equitable, he became a mere eclectic; but that which made the Roman the civiliser and legislator of the world was exhibited by Cicero in perfection. What he spoke, therefore, explained remarkably the thoughts of later Romans under the empire, and after their influences became blended with influences proceeding from other quarters. Cicero was certainly not less acquainted than Aristotle with the necessity that might arise, from time to time, for modifying general laws to suit particular emergencies. The edicts of the prætors—the *jus honorarium*—accomplished this purpose. But though these edicts might be grounded upon equitable considerations, equity in its own nature lay beneath all edicts, and beneath the law itself. That belief descended from the jurists of the empire. The celebrated definition which Ulpian adopts with admiration from Celsus, "*Jus est ars boni et æqui*," shows that they regarded equity as inseparable from goodness. *Æquitas* with them was the synonym for *Æqualitas*. It pointed to the condition of which all transgression was the disturbance, and it attempted to restore that condition by affixing punishment to the misdoer, and compensation to the sufferer. On this ground rests the eloquent statement of Ulpian respecting the dignity of his own profession. Perhaps the ambition of these jurisconsults to make men good, however honest and noble, was dangerous, as being liable to draw them out of their province. There was in the idea of an art of jurisprudence, something which interfered with the true conception of it as a science. In their definition of the *Jus Naturale*, as belonging to all animals equally, and in their reference of marriage to this head, there was a true desire to affirm a law which is not at the mercy of human caprice, but also a perilous confusion of mere instincts with the privileges and obligations of a voluntary creature. Yet these confusions might rather have affected the value of their definitions than interfered with their idea of equity, but for another difficulty, in the minds of all Roman thinkers. This grand art of the good and the great, or the equitable, proceeded ultimately from the Emperor, and he himself was not bound by the terms and principles of it. *Leges interpretari solo dignum imperatore esse oportet.* Such was the maxim of Justinian. Mr. Maurice proceeded to show that the same notion was as strongly insisted upon by the Christian emperors, and continued:—The idea of a law, which is deeper than a law written upon tables of stone, and yet which does not in any way displace or contradict that law, but fulfils the purpose of it, is so worked into the heart of Christian Ethics, that it was impossible it should not affect the order of society into which Christianity had deeply penetrated. But it could not penetrate deeply or make this distinction felt until the Gothic reverence for domestic relationships had been combined with the Roman reverence for order and government. These two great elements of modern civilisation present themselves as the foundation of the distinction which our law and equity courts have respectively adopted. Between them lie the Pontifical maxims, more nearly akin to the imperial than the feudal.

Next week we hope to give the conclusion of this interesting and valuable paper.

The Right Hon. Robert Lowe, M.P.; Professor Abdy, of Cambridge; Mr. P. A. Gates; Mr. W. C. Beasley; and Mr. F. Meadows White were elected members of the society; and the society, on the proposal of Dr. Colquhoun, one of the honorary secretaries, elected four distinguished German Jurists honorary members.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, Feb. 6.

THE LAW OF DIVORCE.

Lord CAMPBELL moved for the production of a paper by Mr. Macqueen, the Secretary of the Commission, appointed four years ago to consider the law of divorce, who had lately been in France; and from oral communications, as well as from written books to which he had referred there, he had prepared a most valuable communication. This paper gave a sketch of the laws relating to divorce, and to husband and wife, which prevailed in France under the ancient *régime*, under the *Code Napoleon*, during the restoration of the Bourbons, and under Louis Philippe, as well as under the present law. He had also given an abstract of the codes of other continental nations, particularly of the Austrian and Prussian codes, which last was especially interesting to them as Protestants who did not look upon marriage as indissoluble. He thought it of great importance that their lordships should all have an opportunity of reading this valuable paper before the bill of his noble and learned friend came before them, and he therefore moved that it be printed and circulated for the use of the members.

Lord BROUGHAM concurred with Lord Campbell as to the value of the document alluded to.—The motion was agreed to.

CHURCH DISCIPLINE.

The LORD CHANCELLOR, in reply to a question by Lord BROUGHAM, said that the bill which he should introduce into the House would contain a provision that some of the episcopal bench should attend the Judicial Committee as assessors, when their presence would be likely to throw light upon any case brought before that body.

Monday, Feb. 9.

VEXATIOUS LAW PROCEEDINGS.

Lord BROUGHAM moved the first reading of a bill to put an end to frivolous suits. His object was to effect the establishment of courts of reconciliation similar to those existing on the continent. As the law stood a person might bring an action upon the most unfounded claims, without the slightest chance of being able to defray the costs. In such a case the plaintiff, on being nonsuited, and judgment for costs going against him, immediately took the benefit of the Insolvent Debtors' Act. He was informed by the learned commissioners of that court they were debarred from considering whether a man had vexatiously brought actions, though they had jurisdiction to go into the question of vexatious defences. With a view of remedying this defect he had added clauses to this bill, in addition to so much of it as consisted of the bill which he introduced in 1851, having for their object to enable parties to apply to a judge of the court in which the suits and actions were instituted, in order that he might, upon cause shown, order the complaining party to give security for costs. He had taken the unusual course of saying thus much upon the first reading, as he thought it advisable that attention should be called to measures of this kind *in limine*, in order that the opinions of professional and other competent persons might be had upon the subject.

The bill was read a first time.

Tuesday, Feb. 10.

JURISDICTION OF THE ECCLESIASTICAL COURTS.

The LORD CHANCELLOR, after describing how the Ecclesiastical Courts came to have jurisdiction over matters which cannot, except technically, be described as of an ecclesiastical character, stated that he proposed to introduce two bills for the remedy of abuses connected with the jurisdiction thus acquired in matters testamentary and matrimonial, and a third for the correction of clerks for misconduct and matters of that kind. First, with regard to the testamentary jurisdiction, it appears from a return laid before the other House during last session, that the number of courts actually granting probate was ninety-eight, although fifteen others were provided with machinery for exercising that jurisdiction. Now, when a person dies within the jurisdiction of one of these courts, *primâ facie*, that court has jurisdiction to grant probate, but many persons have personal property not all within the same district, and the consequence is that most persons have recourse to the Prerogative Court, while, in point of fact, the probate of the Prerogative Court is liable to be set aside if the testator had no property out of the district or diocess in which he died. Many attempts have been made to remedy this evil, but, whether from the conflict of interests or from other causes, they have proved abortive. It has been said that the subject is one of second-rate importance and of first-rate difficulty, but I trust that we shall be able during the present session to give the lie to that view of the case. It is a point also of great importance that wills should be properly preserved and registered, and nothing can be more unsatisfactory than the arrangement of many of these small courts in that respect, although in the larger districts the registers are perfectly efficient. There is also another great evil connected with these courts. The contentious business conducted in them mainly consists in ascertaining whether a testator was competent to make a will at the time of its execution, and then whether it has been executed with all the necessary legal solemnities. As to the competence of a testator to make a will, there is a vast amount of conflicting evidence, and the mode of procedure of the ecclesiastical courts is ill adapted to deal with cases of that description, the evidence being reduced to writing, and tendered in that form, whereby the advantages which would result from oral examination are lost. Another evil connected with this subject is, that, under the present system, the ecclesiastical courts decide only upon the validity of wills so far as the personal estate is concerned, while the real estate is decided by other tribunals. If a question, therefore, arises whether the testator were of sound or unsound mind, there may be a different decision with respect to the personal estate from that which may be given as to the real estate. There is a suit of this description pending before your lordships' bar at the present moment. In the year 1842, a gentleman named Colclough died seised of a large real estate in the county of Wexford, and of personal property to the value of £120,000 or £130,000. The will gave all the property to the widow, and she obtained probate in the Prerogative Court of Ireland, and took possession of everything. In 1849, however, the heir-at-law brought an action of ejectment to recover the real estate in Wexford, and the court decided that the testator was a man of unsound mind, and that the will had been unduly obtained. The consequence is, that, although the same piece of paper conveyed both properties to the widow, she has validly obtained possession of a large amount of personal property, while the question of the real estate, of some £7,000 or £8,000 a-year, yet remains in dispute. Now, that is an anomaly which ought to be dealt with. I propose, therefore, not that it should be necessary in every case of real estate to obtain probate, but that if there be a contest as to the sanity of the testator, and a *caveat* be entered against granting probate as to the personal estate, then that the heir-at-law as well as the next of kin shall be cited, and that that adverse proceeding shall litigate and determine the question both as to the personal and the real estate. I think that we should adopt the suggestion of the last commission, that the court of probate ought to be a Queen's court, and not an ecclesiastical court. I therefore propose to constitute one Queen's court of probate; but it should be observed that the duties of that court are practically almost entirely of a ministerial character. The real matter in which the public are interested is, that there should exist the means of ascertaining cheaply and without delay who is the representative of the deceased person. All that is necessary for that purpose is to have a good, clear, cheap, and expeditious system of registration of wills; because that is what it really amounts to, the practical duty of the court being the duty of registration. I propose that the proctors shall be continued, subject to the power of the Lord Chancellor and the judge of the court to add to their number, or to make new regulations with regard to them. This monopoly, however, only applies to non-contentious business—to the proving of wills according to the ordinary form, or to what I call the common registration of wills. So much with regard to wills proved in London. But I propose that there shall be, as at present, a number of district courts where wills may be proved as they now are. For that purpose I propose to retain all the present diocesan registries, and to add a few others, so as to make the number thirty in all throughout the kingdom, because some of the dioceses are so large and straggling that it is inconvenient for persons to have to go so far. Their operation will be confined to cases where the personal estate is sworn under £1,500. When the property is of greater value, it will be more convenient that the will should be proved in London. I propose, also, whenever a will shall be proved in a district court, to take away the power of questioning its validity. I intend to introduce a similar measure with respect to Ireland and Scotland. Of the 30,000 administrations granted in the year, about 29,950 are included in the non-contentious jurisdiction of the courts, and I propose that all non-contested wills may be proved in London, if the parties please. With regard to the contentious jurisdiction the law at present is that, wherever a will is proved, there the question must be contested, whether it is a valid will or not. That arrangement is often very inconvenient, from the want of competent legal assistance. I propose, therefore, that there shall be no contentious jurisdiction in the country, but that it shall be carried on in the court of probate in London, as other questions are dealt with in the superior courts at Westminster. Strong objections have been taken to the expense and delay of the proceedings in the ecclesiastical courts. Under my bill, the registrars will be the officers to superintend the granting of probates, and the judge will be referred to in cases in which his assistance may be required, and I propose that questions as to the sanity of the testator, and the due execution of his will, shall be dealt with exactly as trials of issues of will or no will are now conducted in the Court of Chancery, and that the same course of procedure should be followed as in the case of a trial for ejectment. With regard to the appointment of a judge, I propose, as the present judge of the Prerogative Court (Sir J. Dodson) will have almost nothing to do when all disputed questions of fact are sent to be tried by a jury, that one of the vice-chancellors shall discharge the duties of the new court, and in this way a saving will be effected to the country. With regard to the practitioners in the court, my decided opinion is, that the advocates in Doctors' Commons, the proctors, and all the practitioners of the common law courts, should be at liberty to practise in the new court of probate. Thus far I have spoken of cases amounting to £1,500; but where the probate is sworn under £200, it shall be within the competency of the county court to decide the matter. I shall now proceed to the question of matrimonial jurisdiction. For a century and a half it has been the practice for this House, if an act of adultery on the part of a wife has been established, and a divorce *a mensâ et thoro* obtained in the ecclesiastical court, to grant an act of Parliament to enable the husband to marry another

woman. In the case of the wife she can only obtain a divorce from her husband if adultery has been committed by him under circumstances which render it impossible for her ever to cohabit with him again; as, for example, when the adultery amounts to incest—of which I believe there are only four instances on record. This is a state of things extremely discreditable to the country, and calls for a remedy. The law with regard to property acquired by married women divorced *a mensâ et thoro* is exceedingly anomalous; and in the divorce bill of last session some proposals were made by my noble and learned friend (Lord Lyndhurst) with the object of mitigating, if not of removing, the existing evils. These proposals I propose to introduce in the bill I am about to lay on the table. In the first place, if a married woman has been deserted by her husband without lawful excuse for a certain time—say three years—it is extremely reasonable that she should be entitled to a decree of divorce or separation from the court to be constituted, which will enable her thenceforth to be mistress of her own property, and her husband be precluded, if he should return, from claiming as his property any money she may have accumulated. If, however, the husband and wife should desire to live together again, every facility should be afforded them for doing so. I therefore propose that a wife who has earned money shall, under such circumstances, have the power of making a settlement just as she could before marriage. It is now legally competent to married persons to separate by deed, but these separations are effected in a most cumbrous manner. I propose to remove these cumbrous anomalies, and to enable persons to do directly what they can only do indirectly, and that the wife shall in such cases have the same power over any property she may acquire as if she were separated by a decree of the ecclesiastical court. There is still another subject relating to ecclesiastical jurisdiction with which I propose to deal; viz., offences of the clergy, which may be classed under two heads—moral offences and doctrinal offences. At present the course of proceeding in such cases is artificial and cumbrous, and expensive to a degree hardly credible. If a clergyman is charged with any offence, moral or doctrinal, he is summoned to answer the accusation; and if he admits his guilt, the bishop inflicts punishment. If the accused does not admit his guilt, the bishop has to issue a commission to five persons, who are empowered to summon before them witnesses in support of the charge, and the accused clergyman, and to inquire into the facts. The inquiry is attended with enormous expense and with great delay, and the result is reported to the bishop. If further proceedings are taken, the same dilatory and expensive course is pursued. The remedy I propose is, that a bishop may at any time file articles in his own court, in the simplest form, against an offending clergyman, or the same course may be taken by any voluntary promoter. If the accused admits the charge, the bishop, assisted by his chancellor or vicar-general, will pronounce sentence. If the charge is not admitted, I propose that a jury, consisting of five persons, clergymen and laymen, shall be summoned, and shall decide upon the questions of fact. If, however, the facts are established, the defendant may appeal, first, to the Court of Arches, and then to the Privy Council. I propose that the same course should be pursued in the case of doctrinal offences; but I think that before such proceedings are taken, a certificate ought to be given by a certain number of persons of station in the Church, declaring that there are reasonable grounds for instituting proceedings. I am sorry to say that, although this bill is in preparation, I am not yet enabled to lay it upon your lordships' table. The noble and learned lord then laid the bills on the table, with the exception of the Clergy Offences Bill.

Lord Lyndhurst observed that with respect to the testamentary jurisdiction, he was apprehensive the bill proposed would not generally be considered satisfactory. In the last session the Attorney-General introduced a bill upon this subject into the other House, and the great objection urged against it was that it was a transfer of the jurisdiction of the Court of Probate to the Court of Chancery. That transfer was objected to by almost every member of the other House whose attention was directed to the subject. It was said that it would be contrary to policy to add to the jurisdiction of the Court of Chancery; and I heard expressions used as strong as this—No sane man would add to the jurisdiction of that court. In the present bill it is true the jurisdiction of the Court of Probate is not in terms transferred to the Court of Chancery, but it is so in substance. In the first place the judge of the new court is to be one of the vice-chancellors. Further, the orders and regulations with respect to the course of proceeding are to be framed by that equity judge, assisted by another equity judge, the Lord Chancellor. Again, in the mode of enforcing the decrees of the court, the practice of the Court of Chancery is to be followed. So far, then, this tribunal is to be an adjunct to the Court of Chancery. Now, with respect to the mode of taking evidence in the Court of Chancery, I have communicated with many of the practitioners and some of the judges of that court, and they concur in the opinion that it is most unsatisfactory. But to proceed further, the appeal from the present Court of Probate is to a most popular tribunal, the Judicial Committee; but it is proposed to take the appeal from that tribunal and to transfer it to the Court of Chancery, and from the appellate jurisdiction of that court to the appellate jurisdiction of the House of Lords! One objection which has always been made to the jurisdiction of the Court of Chancery is, that when questions of fact have to be decided, the court does not decide them, but calls in the assistance of other courts. When a case occurs in the city of London or in the county of Middlesex upon which a question of fact arises, an issue is sent to be tried before my noble and learned friend opposite (Lord Campbell). A question arises in the court of equity on my noble and learned friend's decision, and a new trial is moved for, calling in question the decision of my noble and learned friend, before a judge who has never been in a court of common law in his life. It is an appeal from an enlightened judge who has practised every day in a court of common law to a judge who is comparatively ignorant of the subject. Again, as the law at present stands, an heir-at-law cannot be divested of his property without the verdict of a jury; he has a right to insist upon it. But by this bill a verdict will be by no means necessary. The question may be decided by a court without a jury, and not by a court of common law, but by a court of equity. Again, about forty new district courts are to be established, or old courts already in existence are to be continued. But the registrars of those courts will have no more than a ministerial jurisdiction; they will only have to see that the wills are properly framed—a jurisdiction which might well be exercised by the registrars of the county courts under the superintendence of the judges, and the expense of these new courts saved to the country. Another very difficult part of the subject is that of compensation. You are transferring the jurisdiction from the Court of Probate, presided over by a learned judge, experienced in the discharge of his duties and ably performing them, to a new tribunal, and I should be glad to know what compensation is to be offered to the members of that court? Dismissing that subject, I now come to the bill which relates to Church discipline—a subject of great importance. Our attention has been very much drawn lately to the statute of the 13th of Elizabeth, under which a prosecution has recently been carried on. By that statute the slightest deviation in doctrine from any of the articles of the Church of England may be made the subject of a prosecution, although that deviation may be sanctioned by the highest authorities—by rev. and right rev. writers. And what is more, every offence within the jurisdiction of the act to which I have referred is an offence to be dealt with under the general ecclesiastical law; and if dealt with there, the punishment is not defined, but the sentence may adapt itself to the nature of the offence. I think this is a subject of great importance, and one eminently deserving your serious consideration. With reference to the third subject—namely, the divorce bill—I shall say but a very few words, because this bill was before your lordships last session. But there are two alterations in it, one an omission and the other an addition, to which I must briefly allude. The bill of last year contained a clause by which, in the case of a conviction and separation for adultery, the party guilty of the adultery should not be allowed to marry the accomplice. That clause had not been introduced in the present bill. I regret, too, that the bill contains no provision for putting an end to a practice of which I cannot speak too strongly in terms of condemnation—I mean the action for criminal conversation. I say it is scandalous and wholly inconsistent with the manly character of this country for a man to attempt to satisfy the laws of honour by having recourse to a proceeding of that nature. The only remaining point is the addition made to this bill on the point of separation. By that addition a husband and wife, without the intervention of any tribunal, and simply by a deed recorded in some office, would be allowed to separate themselves, and afterwards live apart. I believe this is the first time that an attempt has been made to deal with the question of separation in this way; and I hope my noble and learned friend will well consider this clause before it passes into law.

The Bishop of Exeter thought that it would be better to make the subject of Church discipline a substantive bill than to let it form part of any general measure.

Lord CAMPBELL. I hear with astonishment and dismay that it is proposed that any married couple, if they have a temporary disagreement, or have had some improper purpose long entertained, may obtain a divorce for all practical purposes, except marrying again. In France they have what is called a *separation de corps*, the effect of which is that the marriage between the parties affected by it is dissolved for all purposes, except marrying again; but in that case the matter must be decided by a judicial tribunal, there must be adequate reasons assigned for the separation, and an attempt at reconciliation on the part of the judge. Common law courts at present viewed deeds of separation with great suspicion, but such deeds were nothing compared with the judicial proceedings proposed under this bill, which would amount to a virtual divorce, except that parties would not be allowed to marry again. He, however, had his misgivings whether the reforms which had been desired for twenty-five long years would be accomplished by this bill, and he began to think that the ecclesiastical courts were immortal, and bore a charmed life. With regard to the Court of Chancery, he had a sincere respect for that court; but he did not think it was well imagined to make a Court of Probate an adjunct of that tribunal. Now, suppose an issue was directed to be tried as to whether a will had been properly executed, and whether the testator was of sound mind. That question would come before one of the judges of the land, either in the county of Middlesex or upon circuit; it might come before him. Now, he should feel it no degradation to have one of his decisions reviewed by an equity judge; but at the same time, without arrogating any superiority to himself, he doubted very much whether it would not be more satisfactory to the parties if the appeal went before his brethren in the Court of Queen's Bench and the Court of Exchequer Chamber, rather than before a single vice-chancellor. But he trusted that his noble and learned friend, if it was not too late, would avoid the Court of Chancery, and make his new tribunal a common law court Notwithstanding the difficulties pointed out, he hoped they would be surmounted; and his friends and himself would all do their best to assist in this work.

Lord BROUGHAM also hoped that the difficulties in the way of this important bill would be overcome by his noble and learned friend on the woolsack, but he confessed that his first difficulty arose upon this point—that it was proposed to establish a new court under an equity judge to exercise a common law jurisdiction. If he understood the plan aright, the new court was to be regulated by the procedure of the common law. Now, if a Vice-Chancellor was to sit as a judge in such a court, what occasion was there to deprive the present judges in Doctors' Commons of their jurisdiction? Why might not Sir J. Dodson discharge precisely the same functions which his noble and learned friend's measure proposed to vest in the Vice-Chancellor? As to common forms, could there be any doubt that such causes would be quite as well—if not better—disposed of by the present ecclesiastical judges than by a Vice-Chancellor; and, as to contentious cases, could not those also be heard and decided upon quite as well by the Prerogative Court? The Vice-Chancellor, it seemed, was to direct an issue to be tried; but could not the judge of the Prerogative Court do the same thing? He was quite of opinion that the ecclesiastical courts ought to be abolished; but then, he contended, they should constitute a Court of Probate, not under an equity judge, not connected with the Court of Chancery, but a Court of Probate consisting of common law judges. He agreed with the right reverend prelate as regarded the question of Church Discipline, that it would be better to treat that as a separate question. There was another point to which he wished to call attention. A case had lately occurred which confirmed him in the belief that it was not right that any individual should be dragged before that tribunal in order that doctrinal points might be tested. He hoped, also, that for his own part he might meet with some encouragement to renew a bill which he had proposed some years back in order to remedy a great grievance. Under the present system, if a clergyman had from conscientious motives separated himself from the Church and become a Dissenter, and performed service as a Dissenting minister, he was by the present law liable at any moment to be brought before the diocesan, and to be dealt with as if he were still a member of the Church of England. If it could be enacted as part of the proposed bill that all Church censure should cease as applied to parsons who had separated from the Church, he thought that it would be a wise and certainly a most tolerant addition. With respect to Church discipline, also, he hoped that some measure would be taken to relieve right rev. prelates from the position in which they were at present placed as regarded the enforcing of discipline. One right rev. friend of his, the Bishop of Winchester, had been in one case put to an expense of certainly over £4,000, and he believed over £5,000, not one farthing of which could he possibly recover. He was sorry that the bill did not go further in granting divorces *a vinculo* at the suit of the wife. As far as it did go it was in the right direction; but it did not provide the complete remedy that was required. He concurred in the remarks upon the suit of *crim. con.*, where the woman whose character was at stake was not permitted to be a party to the suit, and when she might be the victim of a conspiracy between the husband and the alleged adulterer. He suggested that in actions of this description notice should be given to the wife; and he trusted that all these actions would finally be got rid of. In conclusion, he was understood to say that he would treat seduction as a criminal offence, instead of making it the subject of a civil action.

Lord WENSLEYDALE said that the general provisions of the measure should undoubtedly receive his cordial assent, because he believed that the bill was calculated to effect a great improvement in the law. It met some of the great difficulties which existed in the Court of Probate; it did away with a multitude of small jurisdictions; it established one court where the originals of all wills might be seen; and it put an end to the old annoyance of *bona notabilia*. Perhaps the chief merit of the scheme was that no new offices were to be created, and that no large compensations were to be granted under it.

The Bishop of OXFORD after making some suggestions opposed to the bill sketched out by Lord Brougham, at the conclusion of his speech, said he wished to say a few words on another point. The Lord Chancellor had stated his readiness to adopt the suggestion which had been made to him of providing assessors to the Judicial Committee of the Privy Council in cases of doctrine. But that suggestion had been misapprehended. The suggestion was that the Judicial Committee should decide the purely legal question involved in a case of doctrine without any admixture of the spirituality; but that in order to enable them to do so there should be some machinery instituted by which they might learn from the spirituality what was the decision of the spirituality upon the point of doctrine. What the Lord Chancellor proposed would only make matters worse.

Lord CAMPBELL remarked that the proposal of the right rev. prelate to establish a spiritual court to try causes coming before the Judicial Committee, would only make the decisions of the Privy Council more odious and more likely to create disgust, and bring about the disruption of the Church.

The LORD CHANCELLOR maintained that one or more assessors, selected from the spirituality, would be amply sufficient to enable the Judicial Committee to decide any question of doctrine which might come before them. His noble and learned friend asked, why should not Sir J. Dodson be the new judge? His answer was that he wished to get rid of the Prerogative Court altogether. And if he was asked why he selected one of the Vice-Chancellors rather than a judge of one of the common law courts, his reply was that the Vice-Chancellor would be always at hand and ready to do the business of the court. But for that reason, no doubt, the duties would be as well discharged by a judge at common law as by a Vice-Chancellor.

The bills were then read a first time.

IMPROVEMENT OF LANGUAGE OF LEGISLATION.

The LORD CHANCELLOR moved that the second report of the statute law commission be referred to a select committee, in order to consider the propositions in that report for the adoption of means to improve the manner and language of current legislation. It was proposed that an officer should be appointed with a sufficient staff, whose duty it would be to attend to all bills that were referred to him, to report exactly what was the existing state of the law on the subject to which it related, and what alteration it would effect in the existing law; to examine all bills after they had passed through committee, and report to the House the effect of the alterations which might have been made, so that Parliament might be guided in its decisions as to whether those bills should pass or not. After pointing out many mistakes in recent acts, he continued that the report of the commissioners recommended that bills should be classed so that those which laid down permanent rules of law should be separated from those of a local or private character; that they, again, should be subdivided into statutes applying to England, Ireland, Scotland, and the colonies, and thus our legislation kept from becoming a confused mass which it was almost impossible to comprehend. He therefore proposed that the recommendation of the commission should be referred to a select

committee. He presumed the wish would be to have the same officers attached to both Houses—an arrangement which would save expense, and at the same time promote unity of action.

Lord CAMPBELL gave the proposal his unqualified approbation. Their bungling mode of legislation had brought discredit on legislative assemblies. Questions relating to the common law, which were brought before the Court of Queen's Bench, were very soon settled; but those which turned upon the statute law occasioned the court great trouble and inconvenience.

The motion was agreed to.

HOUSE OF COMMONS,

Tuesday, Feb. 10.

LEGAL EDUCATION.

Mr. KEATING asked the Secretary of State for the Home Department whether it was the intention of her Majesty's Government in the present session to introduce any measure founded upon the recommendation of the commissioners appointed to consider the subject of legal education?

Sir G. GREY said, he had had some communication with the Lord Chancellor, but nothing was decided at present.

"KINGSFORD *v.* MERRY."

Mr. GREGSON asked the Vice-President of the Board of Trade whether, in consequence of the doubts thrown by the courts of law upon the validity of advances on the hypothecation of goods or warrants, it was his intention to introduce any bill upon the subject during the present session?

Mr. LOWE said it was undoubtedly one of great importance. He did not the least doubt that the case of *Kingsford* v. *Merry* was decided according to law, but he did not think any one would say it was decided according to substantial justice. But it was not enough that the Government should know a hard case had been decided. They must also be satisfied that their interference would be satisfactory to the mercantile classes, and on that point they were not satisfied. However, the Government would be quite ready to bring in a bill as soon as they were satisfied it would meet the wishes of the mercantile classes, whose interests the bill would materially affect.

IMPROVEMENT OF LANGUAGE OF LEGISLATION.

Lord PALMERSTON made a similar motion to that of the Lord Chancellor upon this subject, and proposed the appointment of a proper officer who should be the servant of the two Houses of Parliament in regard to these matters, to whom all bills should be referred, and who should report upon their phraseology and entire effect.

Mr. NAPIER said that the course proposed would only deal with a small fragment of a very large question, to which he (Mr. Napier) intended to call the attention of the House on Thursday evening, but he did not offer any opposition.

Mr. J. EWART was of opinion that we should never have a comprehensive and practical scheme until we adopted the plan of Mr. Napier, for the appointment of a Minister of Justice, to which he should give his hearty support.

Mr. J. G. PHILLIMORE thought that it would have been better to postpone the appointment of this committee until the whole subject had been discussed upon Mr. Napier's notice.

Mr. BAINES said, that the commissioners thought that a board, or a single officer with a competent staff of assistants, should be appointed, their preference being in favour of the latter alternative of the two; this suggestion the proposed committee would have to examine, and whether the same officer should act for both Houses of Parliament, and should be nominated by each House separately on its own behalf.—Motion agreed to.

Wednesday, Feb. 11.

JUDGMENTS EXECUTION BILL.

Mr. CRAWFURD moved the second reading of this bill.

Mr. F. FRENCH opposed it, on behalf of Ireland, as being injurious to the interests of the mercantile and professional classes of that country. He stated that many of the small traders in Ireland were in the habit of making their purchases in this country; and, if the bill passed, they would, in the event of actions being brought against them here, be compelled, at a ruinous expense, to bring over their witnesses to defend them; and he concluded by moving that the bill be read a second time that day six months.

The amendment was supported by Mr. M'MAHON, Mr. BLAND, Mr. GEORGE, Mr. HUGHES, and Mr. NAPIER; and, after some observations in favour of the measure from Mr. HADFIELD, Mr. J. FITZGERALD, and the ATTORNEY-GENERAL, the House divided, when there were—

For the second reading	56
Against it	46
Majority	10

TRUST PROPERTY.

The ATTORNEY-GENERAL gave notice that, on Friday, the 20th of February, he should move for leave to bring in a bill to render frauds by trustees criminally punishable.

Thursday, Feb. 12.

CAPITAL PUNISHMENTS.

Mr. E. EWART gave notice that, on the 26th inst., he would move for leave to introduce a bill to assimilate the law affecting capital punishments in Scotland with the law in England.

LEGAL REFORM.

Mr. NAPIER moved an address to her Majesty, praying that she will be graciously pleased to take into consideration, as an urgent measure of administrative reform, the formation of a separate and responsible department for the affairs of public justice. He deplored the confusion, the inconvenience, and the inefficient administration of justice, arising from the want of an efficient central supervision of all matters relating to judicial procedure, by some person armed with authority who should be in constant communication with the judges and those who administered the law, to ascertain what difficulties they experienced, and to suggest remedies, and to devise and superintend the framing of acts of Parliament, and the expurgation, classification, and consolidation of statutes. The law of this country was now in a transition state; and he believed that the law had declined in public opinion, and that the profession of the law was not rising in public opinion. He therefore urged the necessity of legal education; the reform of existing law; and a better mode of law making for the future; all carried out on the most enlightened principles. This he believed could best be done by Parliament giving to the country a separate department for the affairs of justice. With regard to the objections which had been made to the principle of his motion: one was to the name; he cared not for the name—he wanted the thing. Another was on the score of expense. He did not think, however, that the country would grudge any expense for the establishment of a really efficient department of justice. Again, it was said, that it would interfere with the rights of the Chancellor; but it was admitted that the Chancellor was without such an organisation of a body of assistants as to enable him to perform the functions of a minister of justice. He answered other objections as to interfering with the Home Secretary, and with the Irish executive. It was also said that this department would interfere with the freedom of Parliament. He denied that the having a minister of justice in Parliament to take charge of and explain all matters relating to the law could in any way interfere with the freedom of Parliament. He knew that there were difficulties to be met in arranging the details of such an establishment; but he did not think that they were insuperable.

Mr. COLLIER seconded the motion and described what would be the functions of the department for the administration of justice. To that office ought to be returned all the judicial statistics relating to the working of every tribunal throughout the country. It would receive and record suggestions of improvements from the judges and any other persons by whom suggestions might be offered. It would conduct scientifically and methodically all those inquiries which had hitherto been delegated to a variety of commmissioners. The next great and important function which such a department ought to undertake should be the progressive amendment of the law Under that head he included the consolidation of the statute law. Then, again, this department of public justice ought to have the care of preparing and passing through parliament such measures of law reform as the government might determine upon, and for which the government ought to be responsible. He then sketched other functions of the department. It would be perfectly consistent with the resolution before the house, that the Lord Chancellor should be appointed minister of justice, but if the duties of the office should be too onerous for the Lord Chancellor, then it would be most desirable that the head of the department should be a member of the House of Commons, and he thought, in many respects, that would be the most advantageous course.

The ATTORNEY-GENERAL said, that he did not think that there was any necessity for the appointment of such an officer as a minister of justice at the present time. In his opinion, all the objects of the resolution might be more effectually carried out by means of the existing machinery than

by introducing a change in the constitution which would require something more than was embodied in the present proposition. Everything that was required could be done without the admission into the cabinet of any such minister. It was clear to those who had given anything beyond a mere superficial consideration of the subject, that it would be impossible to introduce into the Cabinet a Minister of justice, so long as the Lord Chancellor and the Home Secretary remained there, without introducing discordant functions. He believed that it would be in the power of the Lord Chancellor, if furnished with a sufficient staff, to accomplish all that might be necessary to carry into effect the three great objects in view; first, an effectual superintendence over the administration of justice in all its departments; secondly, the superintendence and effectual carrying out of the amendment of the law; and thirdly, the giving prompt, effectual, and complete assistance to the conduct of the business of current legislation.

Lord J. RUSSELL said, that the Lord Chancellor having so many various duties imposed on him, could not be competent to conduct a separate department, which was not only to have the superintendence of the administration of the law, but the superintendence of all bills for the amendment of the law. He did not believe the Lord-Chancellor would have sufficient time at his disposal. It was in consequence of being unable to devote his whole mind to the subject of law reform that the Lord Chancellor had introduced such bills as those relating to ecclesiastical courts and divorce, which appeared so eminently inefficient and unsatisfactory. On the contrary, an officer devoting the greater part of his attention to the subject, consulting, of course, with the Lord Chancellor, would be able to introduce into that house many measures of law reform far more harmoniously, and in a manner far more satisfactorily, than they had seen of late years.

Mr. KEATING said that until such a department was established, the attempt to consolidate the statute law would never be attended with success. It was beginning at the wrong end. They must first get the current legislation into proper condition, have a control over it, so as to keep it in that condition, and then the consolidation must be gradual.

Mr. L. WIGRAM thought there should be, at the head of this department some great officer who should be able to give his undivided attention to the subject; and said that such officer should be a member of that House.

Mr. W. EWART said that unless there was a minister of justice in that House, the scheme would be abortive.

Sir E. PERRY was of the same opinion.

Mr. MONTAGU CHAMBERS said that the effort to consolidate the written and the unwritten law was one of the greatest efforts that had been made in modern times. It had been objected that the proposed measure would interfere with the private action of hon. members, but in reality it would have an exactly opposite effect. Instead of bringing in crude and unfinished bills, the government would be able to put forward their measures in such a state as would obviate the necessity for much discussion.

Mr. MALINS said the house had been discussing what was most beautiful in theory; but when they attempted to put it in practice, he was afraid they would find it a miserable failure.

Mr. L. KING was delighted to see the measure brought forward, because it would at all events break up the Statute Law Commission. That commission had cost the country more than £50,000, and it had done positively nothing.

Viscount PALMERSTON said: We have had a discussion whether a new minister should be appointed, to be called a minister of justice, or whether, on the contrary, we ought to build on existing foundations, and make the most of what we have by attaching the new department either to that of the Lord Chancellor, or of the Secretary of State for the Home Department. I think it would be right to endeavour to see whether you cannot accomplish your purpose by attaching that department to some of the existing ones. I can assure the right hon. gentleman that it will be the duty of her Majesty's Government to give their earnest attention to this subject. It is one which he himself admits is surrounded by great difficulties, one that will require a very mature consideration. That consideration shall be given;

d I am not without hopes that those difficulties may be over-

e. I agree to this resolution as the pledge that the efforts of the Government shall be directed to meet the wishes of the House and the country on this subject.

Mr. NAPIER expressed his gratification at the way in which his motion had been met by the Government.

The motion was then agreed to.

Private Bills before Parliament.

SESSION, 1857.—LIST OF APPLICATIONS FOR PRIVATE BILLS.

NAME OR SHORT TITLE FOR VOTES AND PROCEEDINGS.

Those Bills marked with an (*) are waiting for decision by the Select Committee on Standing Orders.

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
1. Aberdeen Junction Ry.	...	...	...	...	...	...
*2. Aberdeen, Peterhead, and Fraserburgh Railway	Feb. 4	...	...	...	...	...
3. Aldershot Railway	Feb. 12	...	...	...	...	...
4. Alva Parish	...	...	...	...	...	...
5. Andover Canal Sale	Feb. 6	Feb. 9	...	...	...	...
6. Atlantic Telegraph Co.	Feb. 10	Feb. 11	...	...	...	...
7. Australian Agricultural Co.	Feb. 10	Feb. 11	...	...	...	...
8. Backwater Bridge & Road	...	...	...	...	...	...
9. Bagenalstown and Wexford Railway	Feb. 10	Feb. 11	...	...	...	...
10. Bank of London & National Provincial Ins. Ass.	Feb. 10	Feb. 12	...	...	...	...
11. Banff, Macduff, & Turriff Extension Railway	...	...	...	...	...	...
12. Banff, Portsoy, and Strathisla Railway	Feb. 12	...	...	...	...	...
13. Bathgate, Airdrie, & Coatbridge Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
14. Bedale and Leyburn Ry.	Feb. 9	Feb. 10	...	...	...	...
*15. Belfast Improvement	Feb. 12	...	...	...	...	...
16. Berkeley, Dursley, &c., Turnpike Trust.	...	...	...	...	...	...
17. Besselsleigh Road	...	...	...	...	...	...
18. Birkenhead District Gas and Water	...	...	...	...	...	...
19. Birkenhead Docks (Construction)	Feb. 4	Feb. 5	Feb. 11	...	...	...
20. Birkenhead Docks (Management)	Feb. 4	Feb. 5	Feb. 11	...	...	...
21. Birkenhead, Lancashire, & Cheshire Junction, & Gt. Western Railway Cos.	...	...	...	...	...	...
22. Birkenhead, Lancashire, & Cheshire Junction Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
23. Blackburn Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
24. Blyth and Tyne Railway	Feb. 5	Feb. 6	Feb. 11	...	...	...
25. Border Counties Railway	...	...	...	...	...	...
26. Bourne and Essendine Ry.	...	...	...	...	...	...
27. Bridgewater Markets and Fairs	...	...	...	...	...	...
28. Brighton, Hove, & Preston Constant Service Water	Feb. 4	Feb. 5	Feb. 10	...	...	...
29. Bristol, South Wales, and Southampton Union Ry.	Feb. 5	Feb. 6	...	...	...	...
30. British and Irish Grand Junction Railway	...	...	...	...	...	...
31. Briton Ferry Docks	Feb. 9	Feb. 10	...	...	...	...
32. Burial of the Dead within the City and Liberties of London	Feb. 6	Feb. 9	...	...	...	...
33. Burslem and Tunstall Gas.	Feb. 5	Feb. 6	Feb. 11	...	...	...
34. Bury Gas	Feb. 11	Feb. 12	...	...	...	...
35. Calcutta and South-Eastern Railway Company	Feb. 10	Feb. 11	...	...	...	...
36. Caledonian Railway (Lines to Granton)	Feb. 5	Feb. 6	Feb. 11	...	...	...
37. Caledonian Railway (Running Powers)	...	...	...	...	...	...
38. Cannock Mineral Ry. (No. 1)	Feb. 9	Feb. 10	...	...	...	...
39. Cannock Mineral Railway (No. 2)	...	...	...	...	...	...
40. Cardigan Markets and Improvements	Feb. 6	Feb. 9	...	...	...	...
41. Carlisle and Hawick Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
42. Carlisle, Liddisdale, and Hawick Railway	...	...	...	...	...	...
43. Charing-cross Bridge	...	...	...	...	...	...
44. Chatham District Water	Feb. 12	...	...	...	...	...
45. Chepstow Gas	...	...	...	...	...	...
46. Chester Water	Feb. 4	Feb. 5	...	...	...	...
47. Clifton Railway	...	...	...	...	...	...
*48. Clyde Navigation	Feb. 4	...	...	...	...	...
49. Colne and Bradford Ry	...	...	...	...	...	...
50. Coniston Railway	...	...	...	...	...	...
51. Conway Valley Railway	...	...	...	...	...	...
52. Cork and Bandon Railway	Feb. 5	Feb. 6	Feb. 12	...	...	...
53. Cork and Youghal Railway	...	...	...	...	...	...
54. Cork Consumers' Gas	...	...	...	...	...	...
55. Cork Gas	Feb. 9	Feb. 10	...	...	...	...
56. Cornwall Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
57. Cwm Amman Railway	Feb. 6	Feb. 9	...	...	...	...
58. Dartmouth & Torbay Ry.	...	...	...	...	...	...
59. Deeside Extension Ry.	...	...	...	...	...	...
60. Dexthorpe Turnpike Trust	...	...	...	...	...	...
61. Doncaster & Wakefield Ry.	...	...	...	...	...	...
62. Dorset Central Railway	Feb. 5	Feb. 6	Feb. 11	...	...	...
63. Dublin and Meath Railway	...	...	...	...	...	...
64. Dublin & Wicklow Ry.	Feb. 5	Feb. 6	Feb. 11	...	...	...
65. Dumbarton Water, &c.	Feb. 4	Feb. 5	Feb. 10	...	...	...
*66. Dundalk & Enniskillen Ry.	Feb. 10	...	...	...	...	...
67. Eastern Bengal Ry. Co.	...	...	...	...	...	...
*68. Eastern Counties Railway	Feb. 4	...	...	...	...	...

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
69. East Kent Railway (Extension to Dover)	Feb. 4	Feb. 5	Feb.10	...	...	...
*70. East Kent Railway (Strood to St. Mary's Cray, &c.)	Feb. 4	...	...	...	...	...
71. East Somerset Railway	Feb.11	Feb.12	...	...	...	...
72. East Suffolk Railway	...	...	...	...	...	...
73. Edinburgh, Perth, & Dundee, and Scottish Central Railway Companies	Feb.12	...	...	...	...	...
74. Electric Telegraph Co.	Feb. 5	Feb. 6	Feb.11			
75. Elie Harbour	Feb. 6	Feb. 9	...	...	...	...
76. Ely Tidal Harbour & Ry.	Feb. 4	Feb. 5	Feb.10	...	...	...
77. Ely Valley Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
78. European and Indian Junction Telegraph Co.	...	...	...	...	...	...
79. Exeter and Exmouth Ry.	Feb. 4	Feb. 5	Feb.10	...	...	...
80. Fife and Kinross Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
*81. Finsbury Park	Feb. 4	...	...	...	...	...
82. Fiskerton Drainage	...	...	...	...	...	...
*83. Formartine & Buchan Ry.	Feb. 4	...	...	...	...	...
84. Forth & Clyde Junc. Ry.	...	...	...	...	...	...
85. Fownhope and Holme Lacy Bridge	...	...	...	...	...	...
*86. Fraserburgh Harbour	Feb. 6	...	...	...	...	...
87. Glasgow City & Suburban Gas	Feb. 4	Feb. 5	Feb.10	...	...	...
88. Glasgow Gas	Feb. 4	Feb. 5	Feb.10	...	...	...
*89. Great Northern & Western of Ireland Railway	Feb. 4	Feb. 5	...	...	...	...
90. Great Southern & Western Extension Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
91. Great Southern & Western Railway (Capital)	Feb. 5	Feb. 6	Feb.11	...	...	...
92. Great Western and Brentford Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
93. Gt. Yarmouth Britannia Pier	Feb. 4	Feb. 5	Feb.10	...	...	...
94. Great Yarmouth Water	...	...	...	...	...	...
95. Guildford Gas	Feb.10	Feb.11	...	...	...	...
96. Guildford Water	...	...	...	...	...	...
97. Hamilton & Strathaven Ry.	...	...	...	...	...	...
98. Hartlepool Extension and Headland Improvement	Feb. 4	Feb. 6	Feb.11	...	...	...
99. Haslingden and Todmorden Roads	Feb. 6	Feb. 9	...	...	...	...
100. Hereford Cathedral Restoration	Feb. 5	Feb. 6	...	...	...	...
101. Herne Bay & Faversham Ry.	Feb. 6	Feb. 9	...	...	...	...
102. Hull and Hornsea Ry	...	...	...	...	...	...
103. Imp. Continental Gas Ass.	...	...	...	...	...	...
104. Inverness & Nairn Ry.	Feb. 4	Feb. 5	Feb.10	...	...	...
105. Ipswich Water	...	...	...	...	...	...
*106. Islington Parish	Feb. 4	...	...	...	...	...
107. Keith & Dufftown Ry.	Feb.12	...	...	...	...	...
108. Kidsgrove Market	Feb. 4	Feb. 5	Feb.10	...	...	...
109. Kidsgrove Market, Town Hall, &c.	Feb. 5	Feb. 9	...	...	...	...
110. Kinross-shire Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
111. Lancaster and Carlisle and Ingleton Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
112. Landport and Southsea Improvement	Feb. 9	Feb.10	...	...	...	...
113. Langport, Somerton, and Castle Cary Roads	Feb. 4	Feb. 9	...	...	...	...
114. Leslie Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
115. Lewes & Uckfield Railway	Feb. 4	Feb. 5	Feb.11	...	...	...
116. Liverpl. & Birkenhead Dks.	Feb. 4	Feb. 5	...	...	...	...
117. Liverpool Docks Committee and Birkenhead Docks	...	...	...	...	...	...
118. London (City) Coal Duties	...	...	...	...	...	...
119. London (City) Hotel and Building Company	...	...	...	...	...	...
120. London & South-Western Railway Acts Amendment	Feb. 4	Feb. 5	Feb.10	...	...	...
121. Lowestoft and Burgh St. Peter Ferry and Roads	Feb.10	Feb.12	...	...	...	...
122. Lowestoft Water, Gas, and Market	Feb. 9	Feb.10	...	...	...	...
123. Mallow & Fermoy Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
124. Mansfield & Worksop Road	Feb.10	Feb.12	...	...	...	...
125. Margate Water	...	...	...	...	...	...
126. Manchester Corporation	...	...	...	...	...	...
*127. Manchester, Sheffield, and Lincolnshire Ry. (Buxton and Cleethorpes)	Feb. 4	Feb. 5	...	...	...	...
128. Manchester, Sheffield, and Lincolnshire Railway (Romiley, &c.)	Feb. 4	Feb. 5	...	...	...	...
129. Mayor's Court of the City of London	Feb. 6	Feb. 9	...	...	...	...
130. Medical, Legal, & General Mutual, & New Equitable Life Ass. Cos. Amalgam.	Feb.12	...	...	...	...	...
131. Meriton's and Hagen's Sufferance Wharves	Feb. 6	Feb. 9	...	...	...	...
132. Mersey Conservancy and Docks	Feb. 4	Feb. 5	Feb.11	...	...	...
133. Metropolitan Cattle Mkt.	Feb. 6	Feb. 9	...	...	...	...
134. Metropolitan New Streets and Improvements	Feb. 4	Feb. 5	Feb.11	...	...	...
135. Metropolitan Railway	...	...	...	...	...	...
136. Metropolitan Sewerage (Outfall to the Sea)	...	...	...	...	...	...

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended conside re.	Read 3rd time.
*137. Mid-Kent Ry., Bromley to St. Mary's Cray (Extension to Dartford)	Feb.12	...	...	...	...	...
*138. Mid-Kent Ry. (Croydon Ex.)	Feb. 4	...	...	...	...	...
139. Mid-Kent & S. Kent Ry.	...	...	...	...	...	...
140. Midland Gt. Western Ry. of Ireland (Sligo Extension)	Feb. 9	Feb.10	...	...	...	...
141. Midland Gt. Western Ry. of Ireland (Tullamore Line)	Feb. 6	Feb. 9	...	...	...	...
142. Mid-Sussex Railway	...	...	...	...	...	...
143. Milford Improvement	Feb. 6	Feb. 9	...	...	...	...
144. Monkland Railways	Feb. 5	Feb. 6	Feb.11	...	...	...
145. Mordon Carrs Drainage	Feb. 6	Feb. 9	...	...	...	...
146. National Assurance and Investment Association	Feb.12	...	...	...	...	...
147. Nene Valley Drainage and Navigation Improvement	Feb. 5	Feb. 6	...	...	...	...
148. New Brunswick & Canada Railway & Land Co.	Feb. 6	Feb. 9	...	...	...	...
149. Newcastle-under-Lyme & Leek Roads	Feb. 9	Feb.10	...	...	...	...
150. Newport, Abergavenny, & Hereford Railway	...	...	...	...	...	...
*151. Newquay Pier, Harbour, and Railway	Feb.10	...	...	...	...	...
152. New River Company	Feb. 4	Feb. 5	Feb.10	...	...	...
153. New Ross Free Bridge Act Amendment	...	...	...	...	...	...
*154. Newry and Enniskillen Ry.	Feb. 4	...	...	...	...	...
155. Newry, Warrenpoint, and Rostrevor Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
156. Newtown & Machynlleth Ry.	...	...	...	...	...	...
157. Norfolk Estuary Acts Amendment	Feb. 5	Feb. 6	Feb.11	...	...	...
158. Norfolk Railway	Feb. 6	Feb. 9	...	...	...	...
159. North Derbyshire Railway	...	...	...	...	...	...
160. North-Eastern & Hartlepool Dock and Railway Cos. Amalgamation	Feb. 9	Feb.10	...	...	...	...
161. North-Eastern Ry. (Capital)	Feb. 4	Feb. 5	Feb.10	...	...	...
*162. North-Eastern Ry. (Lancashester Valley Branch	Feb. 4	...	...	...	...	...
163. North Level Drainage	Feb. 4	Feb. 5	Feb.11	...	...	...
164. North Staffordshire Ry. (Bridgewater Canals)	Feb. 5	Feb. 6	Feb.11	...	...	...
165. North-Western Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
166. Norwich & Spalding Ry.	Feb.10	Feb.11	...	...	...	...
167. Oldham, Ashton-under-Lyne and Guide Bridge Junction Railways	Feb. 4	Feb. 5	Feb.10	...	...	...
168. Orkney Roads	Feb.12	...	...	...	...	...
169. Otley and Skipton Road	...	...	...	...	...	...
170. Peebles Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
171. Portadown and Dungannon Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
172. Portsmouth Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
173. Portsmouth Water	Feb. 4	Feb. 5	Feb.10	...	...	...
174. Prestwich, Bury, and Radcliffe Roads	Feb. 6	Feb. 9	...	...	...	...
175. Price's Patent Candle Co.	Feb. 4	Feb. 5	Feb.10	...	...	...
176. Pulteney Town Harbour	Feb. 5	Feb. 6	...	...	...	...
177. Reading Rys. Junction Ry.	Feb. 4	Feb. 5	Feb.11	...	...	...
178. Reversionary Interest Soc.	Feb.11	Feb.12	...	...	...	...
179. Rhymney Railway	...	...	...	...	...	...
180. Richmond Improvement	...	...	...	...	...	...
181. Richmond & Kew Ex. Ry.	...	...	...	...	...	...
182. Ringwood, Christchurch, & Bournemouth Railway	Feb.12	...	...	...	...	...
183. St. George's Harbour Act Amendment	...	...	...	...	...	...
184. St. Helen's Canal and Ry.	Feb. 6	Feb. 9	...	...	...	...
185. St. Philip's Church, Liverp.	Feb.12	...	...	...	...	...
186. Salford Borough (No. 1)	...	...	...	...	...	...
187. Salford Borough (No. 2)	...	...	...	...	...	...
*188. Salisbury and Yeovil Ry.	Feb.10	...	...	...	...	...
189. Scottish Central Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
190. Selby and Market Weighton Road	Feb. 6	Feb. 9	...	...	...	...
191. Shrewsbury Gas	Feb.10	Feb.11	...	...	...	...
192. Shropshire Union Rys. and Canal, London and North-Western Ry., and Shropshire Canal Companies	...	...	...	...	...	...
193. Sittingbourne and Sheerness Railway	Feb. 4	Feb. 6	Feb.11	...	...	...
194. Slaney River Improvement	...	...	...	...	...	...
195. Southampton, Bristol, and South Wales Railway	Feb. 4	...	...	...	...	...
196. South Devon Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
197. S.-Durham & Lanc. Un. Ry.	Feb. 4	Feb. 5	Feb.10	...	...	...
198. S. Eastern Ry. (Greenwich Junc. to Dartford, &c.)	Feb. 6	Feb. 9	...	...	...	...
199. South-Eastern Ry. (Reading, &c.)	Feb.10	Feb.11	...	...	...	...
200. South London Railway	...	...	...	...	...	...
201. South Shields Gas	Feb. 6	Feb. 9	...	...	...	...
202. South Staffordshire Water	Feb.10	Feb.11	...	...	...	...
203. South Yorkshire & North Lincolnshire Junction Ry.	...	...	...	...	...	...
204. Stamford & Essendine Ry.	...	...	...	...	...	...
205. Stockton New Gas & Stockton Gas Consumers' Cos.	Feb. 4	Feb. 6	Feb.11	...	...	...

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
*206. Stockport, Disley, & Whaley Bridge Railway	Feb. 4	...	...	...	...	...
207. Stratford-upon-Avon Gas	Feb. 4	Feb. 5	Feb. 10	...	...	...
*208. Stratford-upon-Avon Ry.	Feb. 10	...	...	...	...	...
209. Sunderland Gas	Feb. 4	Feb. 5	Feb. 10	...	...	...
210. Sunken Vessels Recovery Company	Feb. 9	Feb. 10	...	...	...	...
211. Swansea Docks	...	...	...	...	...	...
212. Swansea Harbour Trust & Swansea Dock Company	...	...	...	...	...	...
213. Taff Vale Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
214. Thames Embankments and Railways	...	...	...	...	...	...
215. Thames & Medway Conserv.	Feb. 6	Feb. 9	...	...	...	...
216. Thames & Medway Ry.	...	...	...	...	...	...
217. Tilbury, Maldon, and Colchester Railway	Feb. 4	Feb. 5	...	...	...	...
218. Times, Athenæum, & Beacon Ass. Cos. Amalgam.	...	...	...	...	...	...
219. Tipperary Joint Stock Banking Company	...	...	...	...	...	...
220. Torquay & St. Mary Church Gas	...	...	...	...	...	...
221. Tottenham, Hornsey, and Willesden Junction Ry.	...	...	...	...	...	...
222. Tralee and Killarney Ry.	Feb. 4	Feb. 6	...	...	...	...
223. Tweed Fisheries	Feb. 5	Feb. 6	Feb. 11	...	...	...
224. Tweed River Fisheries	Feb. 4	Feb. 6	Feb. 10	...	...	...
225. Tyne Improvement	Feb. 4	Feb. 5	...	...	...	...
226. Vale of Towy Railway	...	...	...	...	...	...
227. Victoria Gas	...	...	...	...	...	...
228. Victoria (London) Docks	Feb. 4	Feb. 5	Feb. 10	...	...	...
229. Watchet Harbour	Feb. 4	Feb. 5	Feb. 10	...	...	...
230. Watchet Harbour Trust	Feb. 4	Feb. 5	Feb. 10	...	...	...
231. Waterford & Tramore Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
232. Wearmouth Bridge, Ferries and Approaches	Feb. 4	Feb. 5	Feb. 10	...	...	...
233. Weaver Navigation	...	...	...	...	...	...
234. West of Fife Mineral Ry.	Feb. 6	Feb. 9	...	...	...	...
235. West Hartlepool Harbour & Ry., and North-Eastern Ry. Cos. Amalgamation	Feb. 6	Feb. 10	...	...	...	...
236. West London and Crystal Palace Railway	...	...	...	...	...	...
237. West Metropolitan Ry. & Thames Embankment	...	...	...	...	...	...
238. Westminster Improvements	Feb. 12	...	...	...	...	...
239. Westminster Terminus Ry. Ex. (Clapham to Norwood Abandonment)	Feb. 6	Feb. 9	...	...	...	...
240. West Somerset Mineral Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
*241. West Somerset Railway	Feb. 11	...	...	...	...	...
242. Wexford Free Bridge	...	...	...	...	...	...
243. Whitehaven and Furness Junction Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
244. Whitehaven, Cleator, and Egremont Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
245. Willenhall (Wolverhampton) Gas	Feb. 9	Feb. 10	...	...	...	...
246. Wilmslow & Lawton Road.	Feb. 5	Feb. 6	...	...	...	...
247. Wimbledon & Dorking Ry.	...	...	...	...	...	...
248. Worksop & Attercliffe Ry.	Feb. 10	Feb. 12	...	...	...	...
249. Wycombe Railway	Feb. 11	Feb. 12	...	...	...	...

A division was taken on the second reading of the Lewes and Uckfield Railway Bill. The second reading was carried—Ayes, 82; Noes, 48.

The second reading of the Tralee and Killarney Junction Railway is postponed till February 25th, by order.

The second reading of the Pultney Town Harbour was on Wednesday postponed till Friday.

The second reading of the Chester Water Bill is postponed till Tuesday, the 17th instant.

Solicitors must bear in mind that all petitions against bills must be presented not later than seven clear days after the date of the second reading.

SELECT COMMITTEE ON STANDING ORDERS.

The members whose names appeared (at p. 144) in last week's number are appointed on the committee. They met, *pro formâ*, on Friday, and will proceed to business on Tuesday next.

In addition to the cases enumerated in last week's number, the following have been referred by the Examiners of Petitions to the Standing Order Committee:—

Dundalk and Enniskillen Railway	Belfast Improvement
New Quay Pier Harbour & Railway	Mid-Kent Railway (Bromley to St. Mary, &c.)
Salisbury and Yeovil Railway	West Somerset Railway
Stockport, Disney, and Whaley Bridge Railway	Fraserburgh Harbour
Stratford-upon-Avon Railway	

COMMITTEE OF SELECTION.

The members whose names were set forth in Colonel Wilson Patten's notice of motion were appointed on Monday last. They met, for the first time, on Friday.

STANDING ORDER PROOF.

Cases heard by the Examiners in respect of bills which have not been introduced into the House, up to February 12th.

[ABBREVIATIONS:—S. O. C., *Standing Orders complied with.* N. C., *not complied with.*]

Date.	NAME OF BILL.	Result.	Examiner.
Feb. 9	Berkeley, Dursley, &c., Trust		
,,	Shropshire Union Ray. and Canal, &c.	Adj. till Feb. 17	Mr. Frere
,,	Weaver Navigation	S. O. C.	,,
,,	Border Counties Railway	(Struck off) the list	,,
10	Alva Parish	S. O. C.	Mr. Smith
,,	Aldershot Railway	S. O. C.	,,
,,	New Ross Free Bridge	(postponed) till Feb. 17	,,
,,	Salford Borough (No. 1)	(postponed)	
,,	Salford Borough (No. 2)	(till Feb. 24)	,,
,,	British and Irish Grand Junction	adj. till Wednesday	Mr. Frere
,,	Manchester Corporation	S. O. C.	,,
,,	Carlisle, Liddesdale, and Hawick Railway	withdrawn	
11	West London and Crystal Palace	N. C.	Mr. Smith
,,	Wexford Free Bridge	S. O. C.	,,
,,	North Derbyshire Railway	withdrawn	
,,	Charing-cross Bridge	S. O. C.	Mr. Frere
,,	Stamford and Essenden Railway	S. O. C.	,,
,,	Besselsleigh Road	adj. till Feb. 16	,,
,,	Cork Consumers' Gas	adj. till Monday	,,
12	Dexthorpe Turnpike Trust	S. O. C.	Mr. Smith
,,	Imperial Continental Gas	adj. till March 26	,,
,,	Keith and Dufftown Railway	N. C.	,,
,,	Thames and Medway Railway	adj. till Feb. 20	,,
,,	Liverpool Docks Committee, &c.	adj. till Feb. 17	,,
,,	Caledonian Railway (running powers)	N. C.	,,
,,	Birkenhead, Lancashire, and Cheshire Junction, and Great Western Cos.	withdrawn	,,
13	Bridgewater Market and Fairs	S. O. C.	,,
,,	European and Indian Junction Telegraph	S. O. C.	,,
,,	Times, Athenæum, and Beacon Assurance	S. O. C.	,,
,,	Swansea Harb. Trust, & Swansea Dock Co.	S. O. C.	,,
,,	Newtown and Machynlleth Railway	S. O. C.	,,
,,	S. Yorkshire and N. Lincolnshire Junction	N. C.	,,
,,	Forth and Clyde Junction Railway	S. O. C.	,,
,,	Hamilton and Strathavon Railway	S. O. C.	,,
,,	Metropolitan Railway	S. O. C.	,,
,,	Cork and Youghal Railway	S. O. C.	,,
,,	Fownhope and Holme Lacy Bridge	S. O. C.	Mr. Frere
,,	Margate Water	S. O. C.	,,
,,	Rhymney Valley Railway	N. C.	,,
,,	Wimbledon and Dorking Railway	S. O. C.	,,
,,	London City Hotel and Building Co.	(postponed) till Feb 27	,,
,,	Slaney River Improvement	S. O. C.	,,
,,	Guildford Water	S. O. C.	,,
,,	Chepstow Gas	S. O. C.	,,
,,	Mid-Sussex Railway	N. C.	,,
,,	Mid-Kent and South Kent Railway	S. O. C.	,,

Court Papers.

House of Lords.

SESSION 1857.

CAUSES STANDING FOR HEARING.

Set down in Session 1854.

Scotland. M'Ewan *v.* Sir J. Campbell et al., *exparte* as to certain Respondents.

Set down in Session 1854–5.

,, ...The Edinburgh, Perth, and Dundee Railway Co. *v.* Philip.

England. Chancery. Colclough et Ux. *v.* Boyse et al.

,, Grey et al. *v.* Pearson & Anr. *exparte* as to Representatives of William Rutter, deceased.

Scotland. Martin et al. *v.* Kelso et al., *exparte* as to certain Respondents (1st appeal).

,, ...Same *v.* Same (2nd appeal).

England. Ex. Chamb. Salomons *v.* Miller (in error).

England. Chancery. Wightwick *v.* Lord.

Scotland. ...Cochrane et al. *v.* Baillie.

England. Chancery. The Shrewsbury and Birmingham Railway Company *v.* the London and North-Western Railway Company, et al.

Ireland. Chancery. Burrowes et al. *v.* Gore et al., *exparte* as to certain Respondents.

Scotland. The Caledonian Railway Company *v.* Lord Belhaven et al., *exparte* as to certain Respondents.

England. Chancery. Honeyman *v.* Marryat.

,, ...Colclough et Ux. *v.* Boyse & Storer.

Ireland. Chancery. Keough et al. *v.* Anderson.

Set down in Session 1856.

England. Chancery. The President, &c., of the College of St. Mary Magdalen, Oxford *v.* The Attorney-General et al.

Scotland. ...Finnie *v.* The Glasgow & South-Western Railway Company.

England. Chancery. Ernest (Official Manager of the Sea Fire Life Assurance Society *v.* Nicholls (Interim Official Manager of the Port of London Shipowners Loan and Assurance Company.

Scotland. ...Peddie *v.* Brown, Gordon, & Co.

Ireland. Chancery. Smith *v.* Osborne et al., *exparte* as to Robert Casey.

England. Chancery. } Wing *v.* Atkinson, et al.
Scotland. ...Dempster (or White) and Husband *v.* Dempster.
England. Ex.Chamb. } Croft *v.* Lumley et al. (In error).
Scotland. ...Borthwick *v.* Glassford et al.
England. Chancery. } The South-Eastern Railway Co. *v.* Jortin.
,, ...The Mayor, &c., of Beverley *v.* The Attorney-General.
,, ...The President, &c., of St. George's Hospital *v.* Philpott et al.
,, ,, } Vernon et al. *v.* Wright et al., exparte as to certain Respondents.
Scotland. ...Belford et al. *v.* Morton.
,, ...The London and North-Western Railway Co. *v.* Lindsay.
England. Chancery. } Bennett *v.* Turquand (Official Manager of the Cameron's Coalbrook Steam Coal & Swansea & Loughor Railway Co.
,, } The Rev. T. Philpott *v.* The President, &c., of St. George's Hospital, et al.
Scotland. ...Edmond *v.* Gordon & Another.
England. Chancery. } Shaw *v.* Neale & Another, exparte as to James Neale.
,, ...Clarke and Another *v.* Hart
Scotland. {Morgan & Anr. *v.* Morris et al., exparte as to certain Respondents.
England. Ex.Chamb. } Cooper *v.* Slade (In error) Bill of Exceptions.
England. Chancery. } The Attorney-General *v.* Philpott et al., exparte as to certain Respondents.
Ireland. Ex.Chamb. } Roddy et al. *v.* Fitzgerald & Another (In error).
England. Chancery. } Baker *v.* Baker.
Scotland. ...Tennant *v.* Morris et al.
,, ...Dixon & Another *v.* Dimmack, Thompson, & Firmstone et al.

Causes fully heard.

Scotland. ...Edinburgh & Glasgow Ry. Co. *v.* Provost, &c., of Linlithgow.
,, } Glammell et al. *v.* Her Majesty's Commissioners of Woods, &c., and the Lord Advocate for Scotland.
England. Chancery. } Ridgway *v.* Wharton.
England. Ex.Chamb. } Hooper & Another *v.* Lane et al. (Bill of Exceptions) (In error) (Questions to Judges, June 26, 1856).
Ireland. Chancery. } Boyse *v.* Rossborough et al., exparte as to Respondent R. Boyse.
,, Same *v.* Colclough et al., exparte as to Respondent R. Boyse.
Scotland. The Bartonshill Coal Company et al. *v.* Clark (or Reid) et al. (Bill of Exceptions).

Claims of Peerage, and Claims to Vote for Representative Peers for Ireland, depending.

Annandale Peerage	Lovat Peerage
Herries Peerage	Earl of Granard's claim to vote
Montague Peerage	De Scales' Peerage
Roscommon Peerage	Nithsdale Peerage
Grandison Peerage	Lord Inchiquin's claim to vote
Tracy Peerage	Newburgh Peerage

Queen's Bench.

SPECIAL PAPER.

New Case set down by Order of Court.

Special Case ..... The Queen *v.* Lees.

Spring Circuits of the Judges.

1857.

The following are the days appointed for holding the Assizes on the *Home* Circuit:—

CRESSWELL, J., and CHANNELL, B.

Hertford	Saturday.....	Feb. 28.
Chelmsford	Wednesday.....	March 4.
Maidstone.....	Monday	March 9.
Lewes	Monday	March 16.
Kingston	Thursday.....	March 19.

For the other circuits, see page 146 *ante*.

An error has arisen in some of the circuit papers published, the town of Brecon being left out on the South Wales Circuit, and the commission day for Presteign, on the same circuit, stated to be the 21st March. It will be seen at page 146 *ante* that the commission day for Brecon is the 21st March, and for Presteign the 25th March.

Births, Marriages, and Deaths.

BIRTHS.

HALL—On Feb. 5, at 58 Westbourne-grove, Bayswater, the wife of William Champain Hall, Esq., solicitor, of a son.

LORD—On Feb. 5, at Parkfield, the wife of James Lord, of the Inner Temple, Esq., barrister-at-law, of a daughter.

WOODROFFE—On Feb. 12, at Hampstead-heath, the wife of John Edward Woodroffe, Esq., barrister-at-law, of a daughter.

MARRIAGE.

BAKER—BAKER—On Feb. 5, at St. Michael's, Heavitree, near Exeter, by the Rev. Henry R. Surtees, vicar of Stockland-cum-Dalwood, Devon, Henry Goldney Baker, Esq., solicitor, Axminster, to Isabel Elizabeth, eldest daughter of the late Mr. Thomas Russell Baker, of Exeter.

DEATHS.

JONES—On Feb. 7, Thomas Jones, Esq., solicitor, of 60 Stanhope-street, Hampstead-road, aged 44.

MANNING—On Feb. 5, at 33 Cambridge-square, Hyde-park, after a protracted illness, Rose Francis, second daughter of Mr. Serjeant Manning, Q.A.S.

RUSSELL—On Feb. 10, at his residence, 38 High-street, Croydon, James Russell, Esq., solicitor, third son of William Russell, Esq., aged 34.

Unclaimed Stock in the Bank of England.

The Amounts of Stocks stated will be transferred to the undermentioned Parties unless Claimants appear within Three Months.

ALLIX, CATHERINE ANNE (spinster, sole executrix), £300 Reduced 3 per Cents., heretofore standing in the name of Catherine Allix, of Shrewsbury, widow, deceased.

GARRAT, JOHN (acting executor), £126 : 11 : 8 Reduced 3 per Cents., heretofore standing in the name of John Sudlow, of Monument-yard, gent.

MOORE, JOHN, £2,300 Consols, heretofore standing in the name of John Moore, Jun., of Hunton, Kent, Esq.

SLAUGHTER, EDWARD, £56 : 15 : 1 Consols, heretofore standing in the name of Edward Slaughter, of the Canal Ironworks, Limehouse, Esq.

SUTTON, CHARLOTTE (wife of Robert Sutton, formerly Charlotte Nelthorpe, spinster), £100 Consols, heretofore standing in the name of Christian Nelthorpe, widower, & Charlotte Nelthorpe, spinster, both of South Ferriby, Lincolnshire.

WARRY, GEORGE, & JOHN WARRY (administrators), £100 Reduced, heretofore standing in the name of Thomas Warry, of New-inn, Middlesex, gent.

WAYTE, CAROLINE SPENCER (widow), & WILLIAM UNDERWOOD (executors), £100 Consols, heretofore standing in the name of Charles Wayte, of Regent-st., St. James's, furrier, deceased.

WEST, JOSEPH, £500 3 per Cent. Consols, heretofore standing in the name of Joseph West, of Bedford-st., Commercial-road, butcher.

Next of Kin.

Advertised for during the Week.

MOUNT, AMELIA, formerly Amelia Nisbet, spinster, second daughter of Walter Nisbet, formerly of the Island of Neois, deceased.

NISBET, JOSIAH, Esq., second son of the said Walter Nisbet.

ROBERTSON, CAROLINE, formerly Caroline Lockhart, spinster, youngest daughter of the late James Lockhart, Esq., of Canmethan-house, Lanarkshire, deceased.

WOODWARD, ——, formerly of the West Indies.

The children of Mount and Robertson and the representatives of Nisbet and Woodward, to apply to Mead & Daubery, 2 King's-bench-walk, Temple.

PARSONS, JOHN (who died in Nov. 1855), Colliery Proprietor, late of Craig Cottage, near Neath, and of Swansea. Next of kin living at his decease or their personal representatives, are to come in on or before Mar. 13, and make out their claims at V. C. Kindersley's Chambers.

WEBB, ANN (who died on May 1, 1841), Berkeley-sq., Bristol. All persons claiming to be her next of kin are to come in and make out their claim on or before Mar. 5, at the Master of the Rolls' Chambers.

Money Market.

CITY, FRIDAY EVENING.

The arrival of gold from Australia in the early part of this week was very large, two vessels bringing £820,000. The estimates for the Army and Navy have been published, and shew a reduction of £17,000,000, reducing this charge to something near the level of years preceding the late war.

It is announced that our differences with Persia are likely to be arranged.

These favourable occurrences have caused during the last three days an advance in the English Funds of 1⅛ per cent.; On the Stock Exchange there has been a full supply of money, and in the discount market, and at the Bank of England greater ease.

From the Bank of England return, for the week ending the 7th instant, which we give below, it appears that the amount of notes in circulation is £18,873,205, being a decrease of £300,030, and the stock of bullion in both departments is £9,979,246, shewing a decrease of £160,730, as compared with the previous return. The rate at the Bank for discount and advances continues without alteration.

In the Corn Markets there is again a tendency to lower prices. Arrivals from abroad have not been large in wheat, but more bountiful in flour, the price of which has declined In the Meat Markets there is no appearance of any abatement in price, but rather the contrary. Other prime necessaries of home produce, and several articles in general demand imported from the colonies, and foreign countries, continue to realise advanced prices, in consequence of the present favourable weather, and the approach of Spring. Many articles of less general demand have materially advanced in price. Successive unproductive seasons have enhanced the price of foreign wines and spirits beyond what could have been supposed possible a few years ago. The failure of the crop of silk in France, Italy, and China, has greatly advanced the price of silken manufactures, and a short supply of leather, and the lighter sorts of skin, has made several important articles in general use, much higher in price.

Two important financial measures engage the attention of the House of Commons, and the public; namely, the reduction of the Income Tax, and the renewal of the charter of the Bank

of England. With the favourable view of expenditure now before Parliament, an immediate reduction of a large proportion of the present rate of Income Tax appears to be practicable, without, on the one hand, increasing the permanent debt; and, on the other hand, without interfering with that relief in regard to Custom and Excise Duties which the Free-trade policy, and financial measures of former years, have established on a foundation to which the experience of every year adds additional security. The consideration of the Bank Charter Act is referred to a committee. The Debate shewed little strength on the side of those who have previously, on many occasions, impugned the policy of the Act of 1844. Government has not suggested any change. Those who deem it to be essential to the safe circulation of bank notes that there should be good security for their convertability, and that that convertibility must be into gold and silver on demand, are likely to find their views again established, notwithstanding the strong demands for other measures which have been frequently forced on public attention.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	217⅛	217⅛	216 17½	...	217 16	218
3 per Cent. Red. Ann.	93¼ ⅜	93¼ ⅜ ¼	93¼	93¼ ⅜	94¼	94¼
3 per Cent. Cons. Ann.	93 92½ ⅜	93 2½ 3	93¼	93¼ ⅜	94	94
New 3 per Cent. Ann.	93⅜	93¼ ⅜	93¼ ⅜ ⅝	93⅜ ⅜ ⅞	94¼ ⅜ ⅜	94⅜
New 2½ per Cent. Ann.	76⅛	76⅛	...	...	...	...
Omnium	...	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	2⅞	...	2⅞	...	...	...
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	2⅝	...	...	—
Do. 30 yrs. (exp. April 5, 1885)	...	18⅛	18 3-16	...	...	...
India Stock	...	219	220	...	...	...
India Bonds (£1,000)	...	2s. dis.	3s. pm.	2s. dis.	...	1s. pm.
Do. (under £1,000)	...	...	...	par	2s. pm.	...
Exch. Bills (£1,000)	par	par	3s. pm.	3s. pm.	par	1s. pm.
Exch. Bills (£500)	par	par	...	par	3s. pm.	3s. pm.
Exch. Bills (Small)	par	par	3s. pm.	3s. pm.	3s. pm.	3s. pm.
Exch. Bonds, 1858, 3½ per Cent.	98⅛ ⅜	...	...	98⅜ ⅛	98⅜ ⅛ ⅜	98⅜
Exch. Bonds, 1859, 3½ per Cent.	98⅜	98⅜ ⅛	98⅜	98⅜ ⅛	98⅜ ⅛ ⅜	98⅜

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	93	...	...	94	...
Caledonian	...	...	63⅜ 3½	63½	64⅛ ⅜	64⅛
Chester and Holyhead	35½	...	...	35⅛	36¼ ⅛	...
East Anglian	19⅛	19	...	...	19¼	...
Eastern Union A stock	...	...	...	...	41	42
East Lancashire	95½ 5	...	...	96	...	...
Edinburgh and Glasgow	...	...	54	55	55⅜	...
Edin., Perth, & Dundee	34⅜	34⅛	34	34½	35	35½
Glasgow & South Western	...	...	...	93	...	...
Great Northern	...	...	93 4	93⅛ 92½	93	94
Gt. South & West. (Ire.)	...	111¼	...	...	...	...
Great Western	66¼ 6	66¼ ⅛ 7	67⅛	68½	68⅛	68⅜
Lancashire & Yorkshire	...	96⅜ ⅜	97¼ ⅛	98⅛	99½ ⅛	99½
Lon., Brighton, & S. Coast	107⅜ x d	107⅜ x d	107⅜ ½	107⅛ 8	107⅜ 8½	108½
London & North Western	106⅜ ⅛	106⅜ ⅛	106⅜ ½	106⅞ ⅛	107⅛ ⅛ ⅜	107⅜
London and S. Western	106⅛	106⅛	106⅛ ⅜	107 6⅝	10⁷⁄₈	105½ xd
Man., Shef., and Lincoln	34¼ x d	...	34¼ ⅜ ⅜	34½ ⅛ ⅜	35⅛ ⅛ ⅜	36⅛
Midland	82⅜ ⅛	82⅛ 2	82½	82½ ⅜	83⅛ 83⅜	83⅜
Norfolk	...	...	54½	...	55½	55
North British	40	39⅜	40	49⅛	40⅜ ⅛	41
North Eastern (Berwick)	85 4⅝	84½ 5	85	85¼ 25	86	87
North London	...	...	...	27⅜ 8½	...	...
Oxford, Worc. & Wolv.	...	...	...	...	...	28½
Scottish Central	...	106	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	25½	25¼ 6	27
Shropshire Union	...	49⅜	50	...	...	51
South-Eastern	...	74¼ 4	...	74⅛	75⅜ ⅜	76½
South-Wales	85	...	85	84⅜	...	84⅜

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 7TH DAY OF FEBRUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,767,500	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,292,500
		Silver Bullion	—
	£23,767,500		£23,767,500

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,524,457
Rest	3,514,949	Other Securities	17,901,683
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	6,554,253	Notes	4,894,295
Other Deposits	9,596,808	Gold and Silver Coin	686,746
Seven day & other Bills	788,171		
	£35,007,181		£35,007,181

Dated the 12th day of Feb., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

TUESDAY, *Feb.* 10, 1857.

The Right Hon. Valentine Augustus Browne was, on Feb. 7, sworn one of her Majesty's Most Honourable Privy Council.

The Right Hon. Charles Anderson, Earl of Yarborough, was, on Feb. 7, sworn to be Lord Lieutenant and Custos Rotulorum of the county of Lincoln.

NEW MEMBERS OF PARLIAMENT.

TUESDAY, *Feb.* 10, 1857.

Borough of Aylesbury—Sir Richard Bethell, Knt., her Majesty's Attorney-General.

Borough of Hertford—The Right Hon. William Francis Cowper, Vice-President of the Committe of Privy Council for Education.

FRIDAY, *Feb.* 13, 1857.

Borough of Greenwich.—Lieutenant-General Sir William John Codrington, K.C.B., of Eaton-square, in the county of Middlesex, in the room of Peter Rolt, Esq., who has accepted the office of Steward of the Manor of Hempholme.

Borough of Newport.—Robert William Kennard, of Upper Thames-street, in the City of London, Esq., in the room of William Biggs, Esq., who has accepted the office of Steward of the Chiltern Hundreds.

Town of Southampton.—Thomas Matthias Wegnelin, of Goldings, near Hertford, Esq., in the room of Sir Alexander James Edmund Cockburn, Chief Justice of the Common Pleas.

Town of Kingston-upon-Hull.—James Clay, of Montague-square, in the county of Middlesex, Esq., in the room of Sir William Henry Watson, one of the Barons of the Court of Exchequer.

County of Dumfries.—John James Hope Johnstone, Esq., of Annandale, in the room of the Right Honourable Archibald William Douglas, commonly called Viscount Drumlanrig, now Marquis of Queensberry.

Bankrupts.

TUESDAY, *Feb.* 10, 1857.

EDWARDS, WILLIAM, Ale and Porter Merchant, 325 High-st., Wapping. Feb. 19, at 11, Mar. 19, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Brown. *Pet.* Feb. 7.

SKINNER, THOMAS, Electro-plater, Sheffield. Feb. 21 & Mar. 21, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Hoole & Yeomans, Sheffield. *Pet.* Feb. 2; *filed*, Feb. 4.

LEVI, HYAM, Clothier, Liverpool. Feb. 20 & Mar. 12, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Woodburn, Liverpool. *Pet.* Feb. 4.

FRIDAY, *Feb.* 13.

BRYANT, WILLIAM, Boot and Shoe Maker, Stratford, Essex. Feb. 24, at 11, and Mar. 26, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Heath, Artillery-pl., Finsbury. *Pet.* Feb. 9.

CALVERT, WILLIAM, & WILLIAM CALVERT, jun. (Calvert & Son), Hardwaremen, Sunderland. Feb. 23, at 12.30, and Mar. 27, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Harle, Bush, & Gaskell, 20 Southampton-bldgs., Chancery-la., and 2 Butcher-bank, Newcastle-upon-Tyne. *Pet. for arrangt.* Jan. 9.

CAVENS, GEORGE, Jeweller, Carlisle. Feb. 23, at 11, and Mar. 31, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sol.* Watson, 10 Royal-arcade, Newcastle-upon-Tyne, or Harwood, 10 Clement's-lane, Lombard-st., London. *Pet.* Feb. 10.

CAULTON, GEORGE, Common Brewer, Radford, Nottingham. Feb. 24, and Mar. 24, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham, or Hodgson & Allen, Birmingham. *Pet.* Jan. 24.

CLAYTON, CHARLES HUDSON, Milliner, Liverpool. Feb. 26, and Mar. 20, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Thomas, Liverpool. *Pet.* Feb. 11,

CORNELL, THOMAS, Carver and Guilder, 63 King-st., Regent-st., and Farmer, Roydon, Essex. Feb. 26, at 12, and Mar. 27, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Feb. 11.

DANGERFIELD, JOHN, sen., Builder, Kirtley, or Kirkley, Suffolk. Feb. 24, at 12.30, and Mar. 31, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Philpot & Greenhill, 49 Gracechurch-st. *Pet.* Feb. 3.

DAVISON, JOHN, Anchor and Chain Maker, Kingston-upon-Hull. Feb. 25, and Mar. 25, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Wells & Smith, Kingston-upon-Hull. *Pet.* Feb. 6.

FOX, CHARLES, Corn and Flour Dealer, Chester-rd., Hulme, Manchester. Feb. 26, and Mar. 19, at 1; Manchester. *Off. Ass.* Hernaman. *Sol.* Partington, Manchester.

FOX, Sir CHARLES, & JOHN HENDERSON, Engineers and Contractors, London Works, Smethwick, Stafford, & New-st., Spring-gardens, Westminster, and Fore-st., Limehouse. Mar. 2 & 30, at 11; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Colmore & Beale, Birmingham. *Pet.* Feb. 11.

GANS, SIGISMUND, Importer of French and German Fancy Goods, 9 Essex-st., Strand. Feb. 24, at 11.30, & Mar. 26, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Sydney & Son, 46 Finsbury-circus. *Pet.* Feb. 2.

HAWKEY, WILLIAM EDWARD, Tailor. 4 Sykes-ter., Mile-end-rd. Feb. 27 & Mar. 31, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Philpot & Greenhill, 49 Gracechurch-st. *Pet.* Feb. 15.

KINDRED, FREDERICK, Miller, Framlingham, Suffolk. Feb. 24, at 2.30, & Mar. 31, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Aldridge & Bromley, Gray's-inn, or Baker, Ipswich. *Pet.* Feb. 3.

LANGRIDGE, JOHN WILLIAM, Stay-maker, 79 Bull-st., Birmingham. Feb. 28 & Mar. 21, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Harrison & Wood, Birmingham. *Pet.* Feb. 10.

LEES, JOHN, Brickmaker, Garrison-lane, Birmingham. Feb. 28 & Mar. 21, at 11.30. *Com.* Balguy. *Off. Ass.* Bittleston. *Sol.* East, Birmingham *Pet.* Feb. 10.

Mc CLYMONT, GAVIN, jun., Draper, Bradford, Yorkshire. Mar. 9 & April 6, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Robson, Halifax, or Cariss & Cudworth, Leeds. *Pet.* Feb. 11.

PARKER, MICHAEL, Ironmonger, Kingston-upon-Hull. Mar. 4 & April 1, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Mends, Hull. *Pet.* Feb. 10.

PAUL, JOHN, Corn and Seed Merchant, 51 St. Mary-axe. Feb. 27, & Mar. 30, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Henderson, 22 Leadenhall-st. *Pet.* Jan. 24.

PORTER, PHILIP, Cotton Broker, Liverpool. Feb. 27 & Mar. 19, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Tyrer, Liverpool. *Pet.* Jan. 24.

SCHERMAN, ADOLPHUS, General Merchant, 8 George-st., Minories, and 6 New Broad-st. Feb. 24, at 2, & Mar. 31, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* J. & S. Solomon, 22 Finsbury-pl. *Pet.* Feb. 12.

SMITH, JOHN, Corn Dealer, Staplehurst, Kent. Feb. 24, at 1, & Mar. 7, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Messrs. Lawrance, Plews, & Boyer, 20 Aldermanbury. *Pet.* Jan. 12.

STEPANOFF, MICHAEL, Merchant, Liverpool. Feb. 27, & Mar. 19, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Littledale & Bardswell, Royal Bank-bldgs., Liverpool. *Pet.* Feb. 9.

WATTS, JAMES, Innholder, Norton St. Philips, Somerset. Feb. 23, & Mar. 23, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Selwood, Somerset. *Pet.* Feb. 3.

BANKRUPTCIES ANNULLED.

TUESDAY, *Feb.* 10, 1857.

GILDLESTONE, HENRY JOHN, Berlin Wool Dealer, 75 King's-rd, Brighton.

FRIDAY, *Feb.* 13, 1857.

ATKINSON, JOHN, Builder, Queen's-gardens, and Westbourne-grove, Bayswater. Feb. 11.

SMITH, DAVID, Licensed Victualler, Lord Nelson, Duke's-rd., St. Pancras. Jan. 24.

MEETINGS.

TUESDAY, *Feb.* 10, 1857.

ACKROYD, CHARLES, & WILLIAM WESTON ROWLES, Carpenters, King-st., Long Acre. Mar. 6, at 11.30; Basinghall-st. *Com.* Goulburn. *Final Div.*

BLACK, PATRICK ADAIR, & JOHN WHITTINGHAM, Provision and General Brokers, Liverpool. Mar. 6, at 11; Liverpool. *Com.* Stevenson. *Div.* sep. est. of Whittingham.

BURNLEY, JOHN, Cloth Manufacturer, Batley, Yorkshire. Mar. 5, at 11; Leeds. *Com.* West. *Div.*

CLAYTON, JOSHUA, Commission Agent, Bradford, Yorkshire. Mar. 24, at 11; Leeds. *Com.* Ayrton. *Div.*

COPELAND, JAMES LUND, Merchant, Liverpool. Mar. 5, at 11; Liverpool. *Com.* Stevenson. *Div.*

DAVIES, DANIEL, Glass Merchant, 62 and 63 Newington-causeway. Mar. 3, at 12.30; Basinghall-st. *Com.* Fonblanque. *Final Div.*

DOUGLAS, JOSEPH, Apothecary, 1 Sumner-ter., Brompton. Mar. 3, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

FAWCETT, WILLIAM, Carpet Manufacturer, Kidderminster. Mar. 4, at 11; Birmingham. *Com.* Balguy. *Div.*

HARDEY, RICHARD, Merchant, Kingston-upon-Hull. Mar. 4, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

HARVEY, JOHN LAURENCE, Draper, 50 Chichester-pl., King's Cross. Mar. 3, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

HELSBY, ROBERT, & JOSEPH HELSBY, Builders, Garston, Childwall, Lancashire, and Warrington. Mar. 6, at 11; Liverpool. *Com.* Stevenson. *Div.*

HEMINGSLEY, THOMAS, Cut Nail Manufacturer, Willenhall, Stafford. Mar. 4, at 10.30; Birmingham. *Com.* Balguy. *Div.*

HIRST, GEORGE EDWARD, Cloth Merchant, Halifax. Mar. 5, at 11; Leeds. *Com.* West. *Div.*

KING, OCTAVIUS, & ALFRED KING, Corn Merchants, Dullingham, Newmarket. Mar. 5, at 12; Basinghall-st. *Com.* Evans. *Div.*

KINGSTON, WILLIAM, Linen Draper, 21 Bridge-rd., Lambeth. Mar. 4, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

MARSHALL, DAVID, Tailor, Bristol. Mar. 12, at 11; Bristol. *Com.* Hill. *Fur. Div.*

MURRAY, JOHN, Coal Merchant, Middle Wharf, Great Scotland-yd., St. Martin-in-the Fields, Mar. 4, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

PICKERING, WILLIAM, Bookseller, 177 Piccadilly. Mar. 3, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

POLAND, JOHN, Wholesale Furrier, Broadway, Ludgate-hill. Feb. 27, at 12; Basinghall-st. *Com.* Holroyd. *Last Ex.*

REID, JAMES, Tailor, Liverpool. Mar. 6, at 11; Liverpool. *Com.* Stevenson. *Div.*

ROBERTS, JOHN, Ship Builder, Holyhead. Mar. 6, at 11; Liverpool. *Com.* Stevenson. *Div.*

STOVELD, MARGARET JANE, Ship Builder, Blyth, Northumberland. Mar. 6, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

SUGDEN, JOHN, & GEORGE WEBSTER, Woolstaplers, Bradford, Yorkshire. Mar. 24, at 11; Leeds. *Com.* Ayrton. *Div.*

TAGG, JOHN JAMES, Innkeeper, Bear Hotel, Reading. Mar. 4, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

WILLIFORD, WILLIAM, Wine and Spirit Merchant, Scarborough. Mar. 5, at 11; Leeds. *Com.* West. *Div.*

FRIDAY, *Feb.* 13, 1857.

CANTRILL, THOMAS, Railway Grease Manufacturer, 4 Rivers-ter., York-rd., King's-cross. March 10, at 11; Basinghall-st. *Com.* Holroyd. *Div.*

DENISON, HENRY, Money Scrivener, Liverpool. Mar. 9, at 12; **at Liverpool District Court of Bankruptcy, to decide upon accepting or refusing offer of composition.**

GWILLIAM, GEORGE, Wheelwright, Leeds-st., Liverpool. **Mar. 17, at 11;** Liverpool. *Com.* Perry. *Div.*

IRISH, MARMADUKE, Licensed Victualler, White Hart Inn, **Maidenhead.** Mar. 6, at 11; Basinghall-st. *Com.* Evans. *Div.*

JOHNS, JOSEPH, Innkeeper, Salisbury Arms Inn, Hertford. **Mar. 5, at 11;** Basinghall-st. *Com.* Evans. *Last Ex.*

MARSTON, ROBERT, & GEORGE MARSTON, Manufacturers of **Hosiery, Leicester.** Mar. 10, at 11; second meeting for deciding on offer of composition of 6*s.* 8*d.*, White Lion Hotel, Market-pl., Leicester.

NICHOLSON, THOMAS, Machine Maker, Leeds. Mar. 6, at 11; **Leeds.** *Com.* West. *Div.*

PARSSON, WILLIAM NEHEMIAH, Millwright, Gravel-lane, **Southwark.** Mar. 6, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

SAMUEL, LYON, Silversmith, 13 Bury-st., St. Mary **Axe.** **Mar. 9, at 11;** Basinghall-st. *Com.* Goulburn. *Further Div.*

WOOD, BENJAMIN, Boiler Maker, Sheffield. Mar. 7, at 10; **Sheffield.** *Com.* West. *Div.*

WOOLLETT, WILLIAM HENRY, & JOHN FREDERICK SANFORD **WOOLLETT,** Ship and Insurance Agents, 1 Lime-st.-sq. Mar. 10, at 2; **Basinghall-st.** *Com.* Holroyd. *Div.*

WRIGHT, JOSEPH, Cotton Spinner, Heaton Mill, Heaton **Norris, Lancashire,** and Forge Mill, Caton. Feb., 25 at 12; **Manchester.** *Com.* **Jemmett.** *Last Ex. By adj.*

DIVIDENDS.

TUESDAY, *Feb.* 10, 1857.

BUDGE, HENRY FREDERICK, Fustian Manufacturer, Manchester. First, 10*s.* 2½*d.* *Fraser*, 45 George-st., Manchester, any Tuesday, 11 & 1.

DAVIS, SAMUEL, Grocer and Fixture Dealer, Bristol. Div., 2*s.* 6*d.* *Acraman*, 19 St. Augustine's-parade, Bristol, any Wednesday, 12 & 2.

JESSE, HENRY, Corn Factor, Basingstoke, Southampton. Final Div., 1*s.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

FRIDAY, *Feb.* 13, 1857.

CHAUDRON, VICTOR, & FLORENT BABIN, Dealers in Perfumery, Saville-house, Leicester-sq. First, 1*s.* 9¾*d.* *Whitmore*, 1 Basinghall-st., any Wednesday, 11 & 3

COX, GEORGE, Optical and Mathematical Instrument Maker, 5, Barbican. First, 1½*d.* *Whitmore*, 2 Basinghall-st., any Wednesday, 11 & 3.

GRANGER, JOHN, Unicorn, Blackman-st., Borough. First, 12*s.* 6*d.* *Lee*, 10, Aldermanbury, City, Wednesday next, and three subsequent Wednesdays, 11 & 2.

GRANT, HENRY, Licensed Victualler, Unicorn Inn, Saint Mary-st., Southampton. First, 8¾*d.* *Whitmore*, 2 Basinghall-st., any Wednesday, 11 & 3.

HINDLE, THOMAS, RICHARD STUTTARD, & HENRY WALMSLEY, Manufacturers, Accrington. First, 4*s.* 1½*d.* *Hernaman*, 69 Princess-st., Manchester, any Tuesday, 10 & 1.

JACKSON, EDWARD, & EUGENE CLARKE, Wholesale Milliners, Manchester. Second, 8¾*d.* *Pott*, 7, Charlotte-st., Manchester, any Tuesday, 11 & 1.

NEWMAN, ROBERT, Chemist, Taunton. First, 3*s.* 8*d.* *Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

ORRELL, ROBERT, Chemist, Ashton-under-Lyne. First, 5*s.* 1¾*d.* *Hernaman*, 69 Princess-st., Manchester, any Tuesday, 10 & 1.

RICHARDSON, HENRY WILLIAM, Licensed Victualler, Surrey Yeomas Tavern, Banstead, Epsom. First, 7¾*d* *Whitmore*, 2 Basinghall-st., any Wednesday, 11 & 3.

ROYAL BRITISH BANK, South Sea House and elsewhere. First, 5*s.* 6*d.*, on new proofs. *Lee*, 20, Aldermanbury, Wednesday next and three subsequent Wednesdays, 11 & 3.

RYLAND, THOMAS HENRY, Wood Turner, Birmingham. First, 6*d* *Christie*, 37 Waterloo-st., Birmingham, any Thursday, 11 & 3.

SMITH, MC LACHLAN, & Co., Tailors and Drapers, Liverpool. First, 1*s.* 4*d.* *Bird*, 9 South Castle-st., any Monday, 11 & 2.

WOVENDEN, JAMES, Eating-house-keeper, Manchester. First, 6*d.* *Hernaman*, 69 Princess-st., Manchester, any Tuesday, 10 & 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Feb* 10, 1857.

ANDERTON, WILLIAM NAYLOR, Merchant, Kingston-upon-Hull. Mar. 4, at 12; Kingston-upon-Hull.

AYRES, CHARLES, Surgeon, Ramsgate. Mar. 4, at 1; Basinghall-st.

BONE, SAMUEL, sen., Beer-shop-keeper, Dagenham, Essex. Mar. 4, at 12.30; Basinghall-st.

LIPMAN, MOSES (Lazarus & Lipman), Tailor, Liverpool. Mar. 6, at 12; Liverpool.

MOPSEY, HENRY, Ironmonger, 7 Mile-end-rd. Mar. 4, at 1.30; Basinghall-st.

NICHOLLS, FRANCIS (Venables, Mann, & Co.), Merchant, 5 Thornhill-cresnt., Islington. Mar. 5, at 10.30; Basinghall-st.

PIKE, GODFREY GREGORY, Grocer, Birmingham. Mar. 12, at 10.30; Birmingham.

SAGAR, OATES, Manufacturer, Stonefold Mill, Haslingden, Lancashire. Mar. 5, at 1; Manchester.

STEPHENS, JOHN PROUT DAVIS (J. P. D. Stephens & Co.), Wine Merchant, 4 Brabant-ct., Philpot-la. Mar. 4, at 12; Basinghall-st.

FRIDAY, *Feb.* 13, 1857.

ASQUITH, DAN, Innkeeper, Halifax. Mar. 6, at 11; Leeds.

BIGGIN, SAMUEL, jun. (S. Biggin & Terry), Saw Manufacturer, Sheffield, Yorkshire. Mar. 7, at 10; Sheffield.

COTCHING, JOHN, Farmer, Hail Weston, Huntingdon. Mar. 6, at 1; Basinghall-st.

COWELL, GEORGE, Innkeeper, Claypath, Durham. Mar. 13, at 11.30; Newcastle-upon-Tyne.

HALDANE, JOHN, Corn Factor, Leeds. Mar. 6, at 11; Leeds.

KIDD, SAMUEL GEORGE, Seed Crusher, Kingston-upon-Hull. Mar. 25, at 12; Kingston-upon-Hull.

KNIGHTS, JAMES WATLING, Corn Merchant, Quay-st., Ipswich. Mar. 6, at 12; Basinghall-st.

MASON, JOHN HERON (The North Durham Bottle Company), Glass Bottle Manufacturer, Blaydon, Durham. Mar 9, 11.30; Newcastle-upon-Tyne.

OVERTON, WILLIAM, Builder, Leamington Priors. Mar. 9, at 10.30; Birmingham.
TIPPLE, JOHN HOWES, Wholesale Shoe Manufacturer, Norwich. Mar. 6, at 11; Basinghall-st.
WARD, FREDERICK HEIGHINGTON, Tallow-Chandler, 19 High-st., Whitechapel. Mar. 6, at 12; Basinghall-st.
WIGNEY, FREDERICK, Printer, Brighton. Mar. 6, at 11.30; Basinghall-st

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Feb.* 10, 1857.

CLARK, HENRY, Ribbon Manufacturer, Nuneaton, Warwickshire. Feb. 5, 2nd Class.
COOKE, JOSEPH CORBEN, Carver and Gilder, 46 Princes-st., Soho. Feb. 4, to be suspended for 3 mos., 3rd Class.
COOPER, THOMAS, Brickmaker, Derby. Feb. 3, 1st Class.
KNIGHT, GEORGE, Licensed Victualler, Antelope Hotel, Poole. Feb. 3, 2nd Class.
LAISTER, JOSEPH, Butcher, Sheffield, York. Jan. 31, 3rd Class.
LINFOOT, BENJAMIN, Builder, Mansfield, Nottinghamshire. Feb. 3, 3rd Class.
MUNTON, GEORGE OCTAVIUS, Surgeon, Bourne, Lincolnshire. Feb. 3, 2nd Class.
SYMES, JAMES, EDWARD BARNARD SYMES, & REUBEN RAPER, Electro Platers, 422 Strand. Feb. 3, 1st Class.
WILLIS, MICHAEL, Fire-wood Manufacturer, Shot Tower Wharf, Lambeth. Feb. 4, 2nd Class.

FRIDAY, *Feb.* 13, 1857.

BRISCOE, WILLIAM, Timber Dealer, Ashton-under-Lyne. Feb. 6, 1st Class.
FEVRE, WILLIAM, Publican, Peterborough. Feb. 5, 2nd Class.
HELSBY, ROBERT, & JOSEPH HELSBY, Builders, Garston, Childwall, Lancashire. Feb. 5, 2nd Class; J. Helsby's certificate to be suspended for 3 mos.
KEYTE, HENRY, Silk Manufacturer, 4 Church-ct., Old Jewry. Feb. 6, 2nd Class.
KING, GEORGE KELLY, Dealer in Embossing Presses, 3 Russell-cresct., Brighton. Feb. 6, 2nd Class.

Insolvents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

TUESDAY, *Dec.* 30, 1856.

ALLEN, THOMAS, Milkman, 11 Windmill-st., Lambeth-walk. Jan. 14, at 10. *Com.* Murphy.
BERNSTEIN, AARON, Furrier, Heneage-la., Bevis-mark, City. Jan. 15, at 11. *Com.* Phillips.
BURNETT, WILLIAM, Journeyman Baker, 59 Cromer-st., Gray's-inn-rd. Jan. 14, at 10. *Com.* Murphy.
CRANE, EDWARD, Tide-waiter in H.M.C., 4 Portland-st., Commercial-rd. East. Jan. 14, at 10. *Com.* Murphy.
D'ACTERI, GAETANO FEDERIGO CRICCHIO (Federigo Cricchio d'Anteri, and Federigo Cricchio), Doctor of Medicine and Assistant to a Chemist, 16 Titchborne-st., Haymarket. Jan. 14, at 10. *Com.* Murphy.
DAVI, JOHN EDWARD, Grocer, 56 Chapter-st., Westminster. Jan. 14, at 10. *Com.* Murphy.
FISHER, FREDERICK KEMBALL, Foreman to a Ginger-beer Manufacturer, 18 Barton-st., Great College-st., Westminster. Jan. 14, at 10. *Com.* Murphy.
GALLIERS, WILLIAM, Linendraper, 20 Goswell-ter., Goswell-rd. Jan. 14, at 10. *Com.* Murphy.
GROOMBRIDGE, EDWARD, Baker, 3 Elizabeth-ter., Bath-rd., Asylum-rd., Old Kent-rd. Jan. 14, at 10. *Com.* Murphy.
HARVEY, WILLIAM EDWARD, Schoolmaster, Providence-house Academy, Church-st., West-ham, Essex. Jan. 11, at 10. *Com.* Murphy.
HICKS, JAMES HAXWELL, Schoolmaster, 2 Rectory-pl., Bow. Jan. 14, at 10. *Com.* Murphy.
HOLMES, JOHN, Shell Fishmonger, 43 Upper Marsh, Lambeth. Jan. 14, at 10. *Com.* Murphy.
JAMES, STEPHEN, Leather Case Box Manufacturer, 17 Phœnix-st., Soho. Jan. 14, at 10. *Com.* Murphy.
M'LACHLAN, JOHN, Baker, 5 Lower Rosoman-st., Clerkenwell. Jan. 14, at 10. *Com.* Murphy.
PALMER, JOSEPH, Gas-fitter, 13 Little Grosvenor-st., Grosvenor-sq., and 23 Grosvenor-market. Jan. 15, at 11. *Com.* Phillips.
PAUL, ANDREW, Surgeon, 29 Upper North-pl., Gray's-inn-rd. Jan 14, at 10. *Com.* Murphy.
PYE, BENJAMIN, Royal Marine Pensioner, 1 Cabin, Prince-ward, Greenwich Hospital. Jan. 14, at 10. *Com.* Murphy.
STAIGHT, SAMUEL, Journeyman Wood and Ivory Cutter, 25 Upper Bemerton-st., Caledonian-rd. Jan. 14, at 11. *C. Com.* Law.
SULLEN, JOHN, Baker and Flour-dealer, 11 Hague-st., Thomas-st., Bethnal-grn.-rd. Jan. 14, at 11. *C. Com.* Law.

FRIDAY, *Jan.* 2, 1857.

HAXWELL, CHARLES, Journeyman Baker, 71 Upper Whitecross-st., St. Luke. Jan. 19, at 11 *C. Com.* Law.
LEE, ALFRED, Practical Oilman & Manufacturer of Pickles, 1 Wheeler-st., Spitalfields, also 16 White Lion-st., Norton Folgate. Jan. 16, at 11. *C. Com.* Law.
RYE, RICHARD THOMAS (in copartnership with John Wellby, Thames-st., Greenwich), Carpenter, 41 Paradise-st., Rotherhithe. Jan. 17, at 11. *Com.* Phillips.
SMITH, GEORGE, Boot and Shoe Maker, Spital-st., Dartford. Jan. 19, at 11. *Com.* Phillips.
SMITH, HENRY, Fly Master, 12 New Norfolk-st., Islington. Jan. 17, at 11. *Com.* Phillips.
WHITE, GEORGE, Bookseller, 26 Great Russell-st., Bloomsbury. Jan. 19, at 11. *C. Com.* Law.

TUESDAY, *Jan.* 6, 1857.

BIRCH, THOMAS, Chair-maker, 28 & 31 Union-st., Borough-rd. Jan. 21, at 10. *Com.* Murphy.
BOYCE, JOHN, Carpenter, 9 Essex-st., Strand, and Belvedere Tavern, Cemetery-rd., Camberwell. Jan. 21, at 10. *Com.* Murphy.
PENDER, WM., Carpenter, 26 Sale-st., Paddington. Jan. 21, at 10. *Com.* Murphy.
GARDNER, JAS., Cab-driver, 4 Wellington-st., Goswell-st. Jan. 21, at 10 *Com.* Murphy.
LAYT, JOHN, Stonemason, 27½ Pownal-rd., Dalston. Jan. 22, at 11. *Com.* Phillips
ROUSE, WM., jun., Marine Store-dealer, 30 Wells-st., Poplar. Jan. 22, at 11. *Com.* Phillips.
STEVENS, EDMUND, Cheesemonger, 4 Queen's-ter., Barnsbury-rd. Jan. 21, at 10. *Com.* Murphy.
TATNER, RICHARD, Commercial Traveller, 2 Alpha-cot., Montpelier-rd., Peckham. Jan. 21, at 11. *Com.* Law.
WAKEFIELD, CHRISTR., Jockey, 33 Paulton-sq., Chelsea. Jan. 21, at 10. *Com.* Murphy.

FRIDAY, *Jan.* 9, 1857.

GASHION, SAMUEL, Dealer in Marine Stores, 32 Somerset-pl., East-rd., Hoxton. Jan. 26, at 11. *Com.* Phillips.
LEVER, JAMES ROBERT (James Lever), Boot and Shoe-maker, 2 Brompton-ter., Knightsbridge. Jan. 23, at 11. *C. Com.* Law.
LUDFORD, WILLIAM, Coach and General Ironmonger, 46 Brick-la., Old-st., St. Luke's, Middlesex. Jan. 20, at 11. *C. Com* Law.
MARE, HENRY DE LA, Accountant, 9 Nicholl-sq., Aldersgate-st., prisoner in the Debtors' Prison for London and Middlesex. Jan. 20, at 11. *C. Com.* Law.
SLANN, FRANCIS BURDETT (Francis Slann), Plumber, 10 Richmond-st., Edgware-rd. Jan. 20, at 11. *C. Com.* Law.
ZERFFI, GUSTAVUS GEORGE, Teacher of Languages, 7 Elizabeth-ter., Westbourne-pk., Paddington. Jan. 24, at 11. *Com.* Phillips.

TUESDAY, *Jan.* 13.

DURHAM, WILLIAM, Law Writer, 50 Upper North-pl., Gray's-inn-rd. Jan. 28, at 10. *Com.* Murphy.
CUNNINGTON, JOHN, Licensed Retailer of Beer, Globe Beershop, Birdcage-walk, Hackney-rd. Jan. 29, at 11. *Com.* Phillips.
NELSON, HORATIO, Bread and Biscuit Baker, Red-house, 10 Blackman-st., Borough. Jan. 28, at 10. *Com.* Murphy.
RUSSELL, GEORGIE, Spinster, of no business, 62 Margaret-st., Cavendish-sq. Jan. 28, at 10. *Com.* Murphy.
SUVARDI, GEORGE GIATANEO, Dealer in Foreign Birds and Curiosities, 42 Ratcliffe-highway. Jan. 29, at 11. *Com.* Phillips.
SELLIS, WILLIAM, sen., Greengrocer, 2 College-pl., Chelsea. Jan. 28, at 11. *C. Com.* Law.
WELBY, JOHN, sen., Shipwright, 6 Lambton-ter., East Greenwich. Jan. 28, at 10. *Com.* Murphy.

FRIDAY, *Jan.* 16, 1857.

DIPLOCK, JOHN, Wharfinger's Clerk, Hope Wharf, Greenwich, and 63 Evelyn-st., Deptford. Feb. 2, at 11. *C. Com.* Law.
EDIKER, JOHN, Journeyman House Smith and Engine Fitter, 4 Peterborough-rd., Wandsworth-rd., and now 33 Orsett-st., Vauxhall-st., Lambeth. Jan. 30, at 11. *C. Com.* Law.
JONES, DAVID, Retailer of Beer, &c., 1 York-ter., Maiden-la., King's-cross. Feb. 2, at 11. *C. Com.* Law.
LLOYD, JAMES CHITTLEBURGH (sued as James Lloyd), Beer Retailer, Painter and Glazier, 29 Penton-st., Walworth-rd. Feb. 2, at 11. *C. Com.* Law.
M'INNES, ALEXANDER WILSON (known as Alexander M'Innes), Wood Carver, 8 Buckingham-pl., Fitzroy-sq. Feb. 2, at 11. *C. Com.* Law.
MORELAND, GEORGE, Ship Rigger, 22 James-st., Limehouse. Jan. 31, at 11. *Com.* Phillips.
SAVILLE, WILLIAM, out of employ, 7 Providence-rd., Finsbury. Jan. 30, at 11. *C. Com.* Law.
SPACKMAN, WILLIAM, Police Constable, 5 Plumstead-ter., Plumstead. Jan. 30, at 11. *C. Com.* Law.
WHEELER, WYKEHAM, Attorney-at-Law, 7 Furnival's-inn, Holborn. Jan. 31, at 11. *Com.* Phillips.

TUESDAY, *Jan.* 20, 1857.

ASCOLI, ABRAHAM AUGUSTUS (known as Augustus Ascoli, and sometimes trading under name of Joseph Lara), Tobacconist, 17 Tothill-st., Westminster. Feb. 4, at 10. *Com.* Murphy.
BRYANT, JOHN, Trunk Maker, 9 & 10 Ryder's-court, Cranbourn-st., Leicester-sq. Feb. 4, at 10. *Com.* Murphy.
BUTTERFIELD, JOHN HENRY, Clerk in the Trinity-house, Tower-hill, Carlton-villas, Studley-rd., Stockwell. Feb. 4, at 10. *Com.* Murphy.
CAMPION, JOHN, Carpenter, 8 Kennington-oval, Surrey. Feb. 5, at 11. *Com.* Phillips.
HASSEL, JOHN PETER THEODORE (known as Theodore Hassel), Clerk to a General Commission Merchant, 4 Bedford-pl., Old Kent-rd. Feb. 4, at 10. *Com.* Murphy.
JENKINS, GEORGE ALEXANDER (sued as George Jenkins), Plumber, 10 James-st., Poplar New Town. Feb. 5, at 11. *Com.* Phillips.
MORRIS, JOHN, Journeyman Cooper, 1 Duke-st., Star-st., Commercial-rd. East. Feb. 5, at 11. *Com.* Phillips.
SCOTT, JAMES IRVING, Printer, Red Lion-ct., Fleet-st. Feb. 5, at 11. *Com* Phillips
SIMPSON, JOHN, jun., Carpenter, 34 Bromley-ter., St. Leonard's-road, Bromley. Feb. 5, at 11. *Com.* Phillips.
TAYLOR, HENRY, Cowkeeper, 4 Artesian-pl., Richmond-rd., Paddington. Feb. 4, at 10. *Com.* Murphy.
WALLIS, GEORGE JOHN, Clerk to a Builder, 2 Oswald-pl., Lower Edmonton, Middlesex. Feb. 4, at 10. *Com.* Murphy.

FRIDAY, *Jan.* 23, 1857.

CHISNALL, GEORGE, Cattle Salesman, New-rd., Barnet. Feb. 9, at 11. *C. Com.* Law.
CLARKE, JANE, out of business, 124 Bayham-st., Camden-town. Feb. 6, at 11. *C. Com.* Law.
GURR, GEORGE, Coal and Coke Merchant, 1 Bigma-cots., South-st., Southampton-st., Camberwell. Feb. 7, at 11. *Com.* Phillips.
JUPP, CHARLES, Stonemason, 12 Duke-st., Manchester-sq. Feb. 7, at 11. *Com.* Phillips.
OLIVER, RICHARD, Butterman, 27 Park-st., Dorset-sq. Feb. 9, at 11. *C. Com.* Law.
PLANT, MICHAEL, Linendraper's Shopman, Western-rd. Romford. Feb. 7, at 11. *Com.* Phillips.
STONE, HENRY ELDER, Licensed Victualler, Barleymow Beershop, 11 Hornsey-rd., Islington, and 9 Little Marylebone-st. Feb. 6, at 11. *C. Com.* Law.

TURNER, THOMAS, Smith and Gasfitter, 4 James-st., St. Mary Abbotts, Kensington-sq. Feb. 6, at 11. *C. Com.* Law.
GRIMSTONE, GEORGE HENRY, Journeyman Bookbinder, 9 Bedford-ct., Covent-garden. Feb. 6, at 11. *C. Com.* Law.

TUESDAY, *Jan.* 27, 1857.

BODDY, HENRY, Boot and Shoe-maker, 2 Bridge-ter., Watford. Feb. 11, at 11. *C. Com.* Law.
BOSQUET, ISAAC, Fancy Paper-maker, 28 Redcross-st., Cripplegate, and Bath-st., City-rd. Feb. 11, at 10. *Com.* Murphy.
BRUCE, BENJAMIN, out of business, Shot-tower-wharf, Commercial-rd., Lambeth, and 8 Harlow-pl., Mile-end. Feb. 12, at 11. *Com.* Phillips.
CARTWRIGHT, JOSEPH, Mercantile Clerk, 27 Clarence-ter., Seven Sisters'-rd. Feb. 12, at 11. *Com.* Phillips.
CLARK, Major ALFRED (sued as Alfred Clarke), Fancy Bread and Biscuit-baker, 7 Wirtemberg-st., Clapham. Feb. 11, at 11. *C. Com.* Law.
DEE, WILLIAM, House-agent and Newspaper-reporter, 24 Chant-sq., Stratford. Feb. 12, at 11. *Com.* Phillips.
ELLIS, LUKE, Woollen-warehouseman, 13 Well-st., Jewin-st. Feb. 11, at 10. *Com.* Murphy.
HAWKES, WILLIAM, Licensed Victualler, 3 Wells-st., Mare-st., Hackney. Feb. 11, at 10. *Com.* Murphy.
JACKSON, WILLIAM, Clerk in Mail Coach Department of General Post-office, 33 Benyon-rd., Southgate-rd., De Beauvoir-town, now in Debtor's Prison for London and Middlesex. Feb. 11, at 10. *Com.* Murphy.
LAWRIE, WILLIAM, Manager to a Carman, 26 New Union-st., Moor-la., Cripplegate. Feb. 11, at 11. *C. Com.* Law.
OLIVER, SAMUEL, Card-cutter, 15 Pownall-rd., Queen's-rd., Dalston. Feb. 11, at 10. *Com.* Murphy.
SAYERS, JAMES, Ironmonger, 11 Claremont-pl., Hornsey-rd. Feb. 11, at 10. *Com.* Murphy.
THOMAS, SAMUEL HENRY, Perambulator-maker, 7 Valentine-row, Webber-st., Blackfriars-rd. Feb. 11, at 10. *Com.* Murphy.
VINCE, RICHARD, Builder, 6 Thornhill-rd., Barnsbury, Middlesex. Feb. 11, at 10. *Com.* Murphy.

FRIDAY, *Jan.* 30, 1857.

COFFEY, JOHN, Baker, Upminster, Romford, Essex. Feb. 13, at 11. *C. Com.* Law.
FISHER, ROBERT, Tailor, 73 George-st., Manchester-sq. Feb. 13, at 11. *C. Com.* Law.
GOULDING, JOSEPH, Accountant, 11 Percy-villas, Tottenham, and 17 Sun-st., Bishopsgate. *Com.* Phillips.
PITT, WILLIAM, Grocer, 25 West Ferry-rd., Millwall, Poplar. Feb. 16, at 11. *C. Com.* Law.
POWELL, JAMES CHARLES, Clerk in the Great Seal Patent Office, 10 Coles-hill-st., Pimlico. Feb. 14, at 11. *Com.* Phillips.
STONE, WILLIAM, Corn Chandler, now out of business, Patsom-green, Leatherhead, Surrey. Feb. 14, at 11. *Com.* Phillips.
WHITE, CHARLES GUNDRY (White & Co., but having no partner), Paper Stainer, High-st., Barnet, Herts (sued as Charles White). Feb. 14, at 11. *Com.* Phillips.
WILLIAMS, WILLIAM, Licensed Victualler, now out of business, 19 Theobald's-rd., Holborn. Feb. 16, at 11. *C. Com.* Law.
WORIOLE, JOSEPH, Dealer in Old Ship Stores, 1 Andrew-st., St. Leonard's-rd., Bromley. Feb. 13, at 11. *C. Com.* Law.
WRIGHT, FREDERICK, Surgeon, 71 Bunhill-row, St. Luke's. Feb. 14, at 11.

FRIDAY, *Feb.* 6, 1857.

BIERS, JOHN, Jun., Omnibus Time-keeper and Publisher of the Brixton Omnibus Time-tables, 31 Victoria-rd., Kentish-town. Feb. 23, at 11. *C. Com.* Law.
CROMPTON, THOMAS LAKE, not in business, 4 Heathfield-vils., Wandsworth-com. (formerly of 23 Mornington-cresct., Hampstead-rd., Medical Student). Feb. 20, at 11. *C. Com.* Law.
FLOWER, HENRY, Commission Agent, 18 Rokeby-rd., Lewisham-rd., Newcross. Feb. 21, at 11. *Com.* Phillips.
GARRETT, WILLIAM ROBERT, Baker, 15 Spring-pl., Wandsworth-rd. Feb. 20, at 11. *C. Com.* Law.
JAQUES, JAMES ARCHIBALD, Manager to India-rubber Manufacturers, High-cross-la., Tottenham. Feb. 20, at 11. *C. Com.* Law.
NUNN, EDGAR PITT, out of business, 3 Providence-pl., Ealing-grove, Ealing (formerly of Goldsmith's Arms, 42 Bedfordbury, St. Martin's-in-the-Fields, Licensed Victualler). Feb. 20, at 11. *C. Com.* Law.
THOMPSON, JOHN FREDERICK, Tailor, 10 Cannon-st. West., and 5 Victoria-cots., Upper Lewisham-rd., Kent. Feb. 21, at 11. *Com.* Phillips.
TINGEY, GEORGE, Shoemaker, 25 Cloudesley-pl., Liverpool-rd., Islington. Feb. 21, at 11. *Com.* Phillips.
TURNER, ROBERT, Military Cap-maker, 24 Castle-st., Leicester-sq. Feb. 23, at 11. *C. Com.* Law.
WATTS, ALARIC ALEXANDER, Author and Literary Writer, 12 Bridge-rd., St. John's-wood. Feb. 23, at 10. *Com.* Phillips.

TUESDAY, *Feb.* 10, 1857.

BERLYN, ABRAHAM MOSES (Abraham Berlyn) Boot, Shoe, and Slipper Maker, 6 Old Montague-st., Osborn-st., Whitechapel. Feb. 25, at 10. *Com.* Murphy.
BIRON, JOSEPH, Journeyman Tailor, 13 Worship-st., Finsbury. Feb. 25, at 10. *Com.* Murphy.
BOURN, JOHN, out of business, 34 Temple-st., St. George's-rd., Southwark. Feb. 25, at 10. *Com.* Murphy.
EAST, JOHN, Builder, 15 Somers-mews, Radnor-pl., Gloucester-sq., Paddington. Feb. 25, at 10. *Com.* Murphy.
GARNER, GEORGE, Cloth and Stuff Merchant, 1 Noble-st., Cheapside. Feb. 25, at 10. *Com.* Murphy.
GORDON, SARAH JANE, Widow, 5 Clifton-rd.-vils., Clifton-rd., New Peckham. Feb. 25, at 10. *Com.* Murphy.
HEDGES, DANIEL, Lodging-house-keeper, 31 Crown-st., Soho. Feb. 26, at 11. *Com.* Phillips.
HUNT, JOHN, Coffee and Eating-house-keeper, 15 King-st., Kensington. Feb. 25, at 11. *C. Com.* Law.
HUTCHINSON, JOHN, Journeyman Carpenter, 35 Moreton-ter., Belgrave-rd. Feb. 26, at 11. *Com.* Phillips.
LACASSAGNE, PETER THOMAS (sued as Peter Lakerson, also known as John Lackerson), Launderer, 5 Upper Victoria-rd., Islington. Feb. 25, at 10. *Com.* Murphy.
LAKE, ARTHUR, out of business (formerly a Publican), 5 South-st., Walworth. Feb. 25, at 11. *C. Com.* Law.
MAINE, CHARLES, Picture and General Dealer, 501 New Oxford-st. Feb. 25, at 10. *Com.* Murphy.
MILLS, MACKRELL, Bonnet-shape-maker, 10 New Charles-st., Goswell-rd. Feb. 25, at 10. *Com.* Murphy.
PIPER, JOHN EDWIN, Operative Chemist, 9 Egremont-pl., New-rd., King's Cross. Feb. 25, at 10. *Com.* Murphy.
POLLARD, GEORGE, jun. (Wormald & Pollard), Working Engineer and Tool-maker, 8 Vauxhall-walk, Lambeth. Feb. 25, at 10. *Com.* Murphy.
SAMO, BENJAMIN, in no business, 7 Park-side, Knightsbridge. Feb. 25, at 11. *C. Com* Law.
WIDGINGTON, WILLIAM, Boot and Shoe Maker, 194 Kingsland-rd., Middlesex. Feb. 26, at 11. *Com.* Phillips.
WORMALD, JOSEPH (in copartnership with George Pollard), Working Engineer, 2 Vauxhall-pl., South Lambeth. Feb. 25, at 10. *Com.* Murphy.
YOUNG, EBENEZER JOHN (known as John Young), Leather-dresser, 6 Little George-st., Bermondsey. Feb. 25, at 11. *C. Com.* Law.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET

TUESDAY, *Dec.* 30, 1856.

KEMP, HENRY, Hop Factor, Calvert's-bldgs., Southwark, and Board and Lodging-house-keeper, 37 Lonsdale-sq., Islington. Jan. 13, at 10. *Com.* Murphy.
POWELL, ROBERT, Tailor, 2 Peter's-ct., St. Martin's-lane. Jan. 15, at 11 *Com.* Phillips.
TRUSCOTT, JOHN HENRY, Clerk to a Printer, 3, Nelson-sq., Blackfriars-rd., and late of 62 Lincoln-st., Mile End-rd. (*Adj. Hearing.*) Jan. 13, at 10. *Com.* Murphy.

FRIDAY, *Jan.* 2, 1857.

BLACKIE, ALEXANDER, jun., out of business, 13 Francis-st., Waterloo-rd. Jan. 17, at 11. *Com.* Phillips.
BURROWS, JUNE, Builder, Woodford, Essex. Jan. 19, at 11. *C. Com.* Law.
CLIFTON, GEORGE, Lodging-house-keeper, and out-pensioner of Chelsea Hospital, 1 Lindsey-pl., Chelsea. Jan. 19, at 11. *C. Com.* Law.
CROUCH, GEORGE, Carrier and General Booking-office-keeper, 27 Bridge-row, Cannon-st., and late of 19 Montpelier-rd., Queen's-rd., Peckham. Jan. 17, at 11. *Com.* Phillips.
DAWSON, THOMAS (Thomas Dawson & Co., 9 King's Arms-yard, Moorgate-st.), Civil Engineer, 23 Goulden-ter., Barnsbury-rd., Islington. Jan. 17, at 11. *Com.* Phillips.
DUTTON, GEORGE HILL, Parliamentary Agent, 1 Oxford-ter., St. Peter's, Islington, & 2 Cannon-row, Parliament-st. Jan. 11, at 11. *C. Com.* Law.
EDWARDS, Rev. JOSEPH CHARLES, M.A., Clerk, Officiating Minister at Berkeley Chapel, Berkeley-sq., 1 Cloisters, Temple. Jan. 19, at 11. *C. Com.* Law.
ELLIOTT, JOSEPH HENRY, out of business, 1 Williams-ter., Turnham-green. Jan. 17, at 11. *Com.* Phillips.
GIDDINS, WILLIAM (sued as William Giddens), Baker, 79 Vauxhall-walk, Lambeth. Jan. 19, at 11. *C. Com.* Law.
HARMAN, WILLIAM NELSON BLACKMAN, Dealer in Watches, 49 Camera-sq., Camera-ter., King's-rd., Chelsea. Jan. 17, at 11. *Com.* Phillips.

TUESDAY, *Jan.* 6, 1857.

BODLEY, JOHN NOEL (sued with C. BODLEY), Carpenter, Park-house, Grosvenor-pk.-ter., Windmill-la., Camberwell. Jan. 20, at 11. *C. Com.* Law.
CHILD, JOHN, out of business, 10 Moscow-rd., Paddington. Jan. 20, at 11. *C. Com.* Law.
CUTMORE, RICHD., Licensed Victualler, Cooper's Arms and Crown, Golden-lane, Barbican. Jan 20, at 11. *C. Com.* Law.
GROVER, WM. RUSSELL, Music Teacher, 41 Guildford-pl., Kennington-la. Jan. 22, at 11. *C. Com.* Law.
MAY, RICHD., Butcher, 4 Albion-pl., Holloway-rd., Holloway. Jan. 22, at 11. *C. Com.* Law.
PASCOE, JOHN THOS., out of business, 7 West-st., Cambridge-heath, Hackney-rd. Jan. 22, at 11. *C. Com.* Law.
TAYLOR, GEO., Bookbinder, Case is Altered, Kensal-green, Harrow-rd. Jan. 22, at 11. *C. Com.* Law.

FRIDAY, *Jan.* 9, 1857.

DAVIES, JAMES, Journeyman Carpenter, 15 Princes-st., Red Lion-sq. Jan. 23, at 11. *C. Com.* Law.
ELDERTON, HENRY MERRICK, Secretary to the Protestant Life and Fire Insurance Association, and Managing Director of the Sickness Assurance Co., 19 Parliament-st., Westminster. Jan. 26, at 11. *C. Com.* Law.
FENTON, GEORGE EDWARD, Local Secretary to British Provident Life and Fire Assurance Co., Marlyn's-cottage, London-rd., Guildford; Lansdowne-rd., Clapham-rd.; and 4 Chatham-pl., Blackfriars. Jan. 23, at 11. *C. Com.* Law.
FLATOW, LOUIS (L. Flatow), out of business, 17 Salisbury-st., Strand. Jan. 26, at 11. *C. Com.* Law.
HIGGINS, WILLIAM, Ladies' Shoe-maker and Printer, 33 Bowling-green-la., Clerkenwell. Jan. 26, at 1. *C. Com.* Law.
KERMATH, JOHN (sued with John Sturrock), Potato Salesman, first in partnership with John Sturrock, and then on his own account, 216 Tooley-st., Borough, and 4 Cranford-st., Camberwell, Surrey. Jan. 23, at 11. *C. Com.* Law.
LUFF, JOHN, Greengrocer, 29A Chapel-st., Edgware-rd. Jan. 24, at 11. *Com.* Phillips.
STREDDER, GEORGE SMITH (George Smith & George Stredder), Builder, 3 Stanford-rd., Kensington, and Lancelot-pl., Trevor-sq., Knightsbridge. Jan. 23, at 10. *Com.* Murphy.
WATERHOUSE, JOHN, Board and Lodging-house-keeper, 9 Chambers-st., Goodman's-fields. Jan. 23, at 11. *C. Com.* Law.

TUESDAY, *Jan.* 13, 1857.

JAMES, DANIEL, Compositor, 197 Kingsland-rd., Shoreditch. Jan. 27, at 10. *C. Com.* Law.
JEFFERY, JOHN, Farmer, late at Walton-farm, Folkestone, Kent. Prisoner in the Queen's Prison, Surrey, not in business. Jan. 27, at 10. *C. Com.* Law.
OLIFIERS, CHRISTIAN, Commission Agent, 470 New Oxford-st. Jan. 27, at 10. *C. Com.* Law.

POTTER, THOMAS GREVILLE (sued as Thomas George Potter), Umbrella Manufacturer, 539 New Oxford-st. Jan. 27, at 10. *C. Com.* Law.

FRIDAY, *Jan.* 16, 1857.

BAILEY, HENRY FREDERICK, Dealer in Cement, Grosvenor-rise-east, Walthamstow, Essex. Jan. 30, at 10. *Com.* Murphy.

BECKLEY, RICHARD JAMES, Superintendent of the Erection of Houses, 28 Aberdeen-ter., Grove-rd., Mile-end. Jan. 31, at 11. *Com.* Phillips.

HILL, JOSEPH, Bread and Biscuit Baker, 5 Pitfield-st., Hoxton. Feb. 2, at 11. *C. Com.* Law.

COWDERY, CHARLES (sued as William Cowdery), Licensed Victualler, Upper Welsh Harp, Hyde, Kingston, Middlesex. Jan. 31, at 11. *Com.* Phillips.

HARVEY, HENRY, Market Gardener, Thames Ditton, Surrey. Jan. 31, at 11. *Com.* Phillips.

HOWS, ALFRED COX, jun., out of business, Clark's Coffee-house, 217 High-st., Shoreditch, and 2 Remmymead-cots., De Beauvoir-rd., Kingsland. Jan. 30, at 10. *Com.* Murphy.

MILLEN, STEPHEN RICHARD, Chemist and Druggist, 2 Robert's-pl., Commercial-rd.-east. Jan. 30, at 11. *C. Com.* Law.

MILTON, GEORGE, Dust Contractor, Weaver's Lime-wharf, Malden-la., King's-cross. Jan. 30, at 11. *C. Com.* Law.

REYNOLDS, THOMAS, Farmer, High Constable of Middlesex, &c., Marlborough-villa, Winchmore-hill. Jan. 31, at 11. *Com.* Phillips.

ROGERS, PHILIP, Shopman to a Cheesemonger, 2 Albion-pl., Deptford-rd., Rotherhithe. Jan. 30, at 11. *C. Com.* Law.

SCHWENCK, CHARLES, Journeyman Baker, 33 Charles-st., Portland-town, Middlesex. Jan. 31, at 11. *Com.* Phillips.

TUESDAY, *Jan.* 20, 1857.

BISHOP, ALEXANDER GORDON JOHN, Clerk, 5 Weymouth-ter., New Kent-rd. Feb. 4, at 11. *C. Com.* Law.

BERE, JOSEPH, Licensed Victualler, the Crown, Wood-st., Barnet. Feb. 4, at 11. *C. Com.* Law.

JONES, ROBERT, Commission Agent, 2 Albert-cots., Church-pl., Hill-st., Walworth. Feb. 3, at 10. *Com.* Murphy.

MORRIS, GEORGE, Warehouseman to a Leather Factor, 28 Merrick-sq., Trinity-st., Southwark. Feb. 3, at 10. *Com.* Murphy.

NEWELL, JAMES, Cordwainer, Lofthouse, Rothwell, Yorkshire. Feb. 3, at 10. *Com.* Murphy.

TEY, EDWARD (known as Edward Jones), no business, Ownham, Newbury, Berkshire. Feb. 3, at 10. *Com.* Murphy.

FRIDAY, *Jan.* 23, 1857.

BETTENEY, SOLOMON SAMUEL, Salesman to China Warehouseman, 10 Arthur-ter., Caledonian-rd., Islington. Feb. 6, at 11. *C. Com.* Law.

BILLAM, JOHN, Wine Merchant, 45 Gloucester-ter., Lorimore-rd., Walworth. Feb. 6, at 11. *Com.* Murphy.

BLICK, EDWARD GEORGE, Baker, 2 Tottenham-ct.-rd. Feb. 7, at 11. *Com.* Phillips.

CHANDLER, STEPHEN, Commission Agent, Elm-cot., Harleyford-rd., Vauxhall. Feb. 9, at 11. *Com.* Phillips.

CHITTY, WILLIAM, Warehouseman to Glass Manufacturer, 136 Fleet-st. Feb. 9, at 11. *Com.* Phillips.

DOWNEY, JOHN, Cattle Salesman, 5 Princes-st., Stepney-green. Feb. 6, at 11. *Com.* Murphy.

EDGAR, GEORGE PRIEST, News-agent, 13 Lower Rochester-st., Edgware-rd., and 71 Marylebone-la. Feb. 7, at 11. *Com.* Phillips.

ELDER, EDWARD, Journeyman Bricklayer, 2 Britannia-cots., Sandys-hill, Plumstead. Feb. 7, at 11. *Com.* Phillips.

SAUNDERS, ADAM, Retired Police-officer, 8 Pleasant-row, Kennington-rd. Feb. 7, at 11. *Com.* Phillips.

TUESDAY, *Jan.* 27, 1857.

CLIMPSON, THOMAS, Boot and Shoe-maker, 5 Herbert-pas., Beaufort-bdgs. Feb. 10, at 10. *Com.* Murphy.

COOKE, THOMAS (Major Cooke), Gentleman, 24 Blandford-sq., Dorset-sq. Feb. 10, at 10. *Com.* Murphy.

HEARS, WILLIAM, Carman, 124 Vauxhall-walk, and White Hart Dock, Lower Fore-st., Lambeth. Feb. 10, at 10. *Com.* Murphy.

HOWELL, JAMES, Builder, 9 Clifton-rd., Camden-town. Feb. 10, at 10. *Com.* Murphy.

HUGHES, BENJAMIN, Carpenter, 31 & 32 London-rd., Southwark. Feb. 10, at 10. *Com* Murphy.

HURRELL, SAMUEL, Retired Clerk, Secretary's Department of the Excise, 6 Cancel-st., Walworth. Feb. 10, at 10. *Com.* Murphy.

LARKIN, ROBERT (sued as Robert Larkin, jun.), Lighterman, 19 Princes-st., Stamford-st. Feb. 11, at 11. *C. Com.* Law.

MELLISH, PETER, Dyer, 72 Banner-st., St. Luke's. Feb. 10, at 10. *Com.* Murphy.

SMITH, ROBERT, Lecturer on Anatomy, 12 Queens-rd., Bayswater. Feb. 11, at 11. *C. Com.* Law.

THURSTON, ALFRED, Retired Police-officer, 9 Pearl-ter., Bagnigge-wells-rd. Feb. 11, at 11. *C. Com.* Law.

YOUNG, JAMES, out of employ, 11 Albion-pl., Walworth-rd., and Red Cow Inn, High-st., Peckham. Feb. 10, at 10. *Com.* Murphy.

FRIDAY, *Jan.* 30, 1857.

AUSTIN, ALEXANDER, Manufacturer of Fancy Stationery, 8 Crown-ct., Chancery-lane. Feb. 14, at 11. *Com.* Phillips.

BROWN, EBENEZER, formerly Milliner, now out of business, 35 Great Dover-rd., Southwark, Surrey. Feb. 13, at 11. *C. Com.* Law.

EDWARDS, Rev. JOSEPH CHARLES, A.M., Clerk, and Officiating Minister at Berkeley Chapel, Berkeley-sq., 1 Cloisters, Temple. (*By Adj.*) Feb. 16, at 11. *C. Com.* Law.

JONES, BENJAMIN BROCK (formerly Benjamin Brock, jun.), Sale-st., Paddington, late a Prisoner for Debt in the Debtors' Prison. Feb. 16, at 11. *Com.* Phillips.

KINAHAN, ALBERT MACKENZIE RUSSELL, in no employ, 14 Bedford-pl., Russell-sq. Feb. 13, at 10. *Com.* Murphy.

LINCOLN, STROUD EDWARD, Journeyman Tailor, 46 Howland-st., Fitzroy-sq. Feb. 16, at 11. *Com.* Phillips.

OXENDEN, Sir HENRY CHUDLEIGH, Bart., of no occupation, formerly of Broome Park, near Canterbury, 11 Abbey-pl., Abbey-rd., St. John's Wood. Feb. 16, at 11. *Com.* Phillips.

SCOTT, PERCIVAL ALFRED, Licensed Victualler, Fair-st., Horseleydown. Feb. 14. *Com.* Phillips.

FRIDAY, *Feb.* 6, 1857.

BRAKE, PHILIP, Cheesemonger, East-st., Manchester-sq. Feb. 21, at 11. *Com.* Phillips.

KIRBY, THOMAS HOLLOWAY, Grocer, Great Stanmore. Feb. 20, at 11. *C. Com.* Law.

LEVENS, CHARLES WILLIAM (sued as Charles Levens), Bread and Biscuit Baker, Albert-ter., New-town, Central-hill, Norwood. Feb. 23, at 11. *C. Com.* Law.

MOUILLEE, LOUIS, Commission Traveller, 5 Augustus-sq., Regent's-pk. Feb. 20, at 11. *C. Com.* Law.

MOYES, GIDEON, Wine Merchant, 8 Tarlington-pl., Edgware-rd. Feb. 21, at 11. *Com.* Phillips.

PASCOE, JOHN THOMAS, out of business, 7 West-st., Cambridge-heath, Hackney-rd. Feb. 20, at 11. *C. Com.* Law.

PEARCE, BENJAMIN WORKMAN, Builder, The Queen's Head, Creechurch-la., Fenchurch-st. Feb. 23, at 11. *Com.* Phillips.

PORTMAN, Honourable EDWIN BERKELEY (sued as Edwin B. Portman), Barrister-at-Law, Fellow of All Souls College, Oxford, Grove-house, Putney. Feb. 20, at 11. *C. Com.* Law.

SKELTON, EDWARD (committed and detained with Eliza his wife), Manager to Messrs. Hallett & Abbey, 2 Hungerford-market, Strand, his wife Agent for the Engagement of Governesses, 10 Caroline-st., Bedford-sq. Feb. 20, at 11. *C. Com.* Law.

SPARKS, WILLIAM, Plumber, 2 White Horse-la., Stepney. Feb. 21, at 11. *Com.* Phillips.

THOMAS, JAMES, jun., Boot and Shoe Maker, Williams' Coffee-house, St. Martin's-le-Grand. Feb. 21, at 11. *Com.* Phillips.

WARNETT, CHARLES, Furniture Fringe Manufacturer, 4 Buckingham-vils., Buckingham-rd., Kingsland., and Winter's-mews, Tabernacle-walk, Finsbury. Feb. 21, at 11. *Com.* Phillips.

WOOD, HOCKLEY FREDERICK, Attorney-at-Law, 15 Bow-la., Cannon-st. West. Feb. 21, at 11. *Com.* Phillips.

WOOD, JAMES DALLIN, Licensed Victualler, Chiltern View Tavern, Illingdon, Middlesex. Feb. 20, at 10. *Com.* Murphy.

TUESDAY, *Feb.* 10, 1857.

CLARKE, CHARLES WILLIAM (known as Charles Clarke), Tobacconist, 23 Pratt-st., Church-st., Lambeth. Feb. 24, at 10. *Com.* Murphy.

FOOT, HENRY WILLIAM, Journeyman Plumber, 6A Cumberland-pl., Newrd. Feb. 24, at 10. *Com.* Murphy.

HARPER, THOMAS, out of business, 3 Salisbury-st., Strand. Feb. 24, at 10. *Com.* Murphy.

ISAACS, HYMAN (known as Henry Hyman Isaacs), Journeyman Cigar maker, 45 Newington-causeway. Feb. 25, at 11. *C. Com.* Law.

LONG, HENRY, Messenger in the City Chamberlain's Office, Guildhall, East Islington School, Lower-rd., Islington. Feb. 24, at 10. *Com.* Murphy.

MOCKRIDGE, CHARLES, Licensed Victualler, Duke of Newcastle Public-house, 34 Little Earl-st., Seven Dials. Feb. 24, at 10. *Com.* Murphy.

OLIFIERS, CHRISTIAN, Commission Agent, 470 New Oxford-st. Feb. 25, at 10. *Com.* Murphy. *By Adjt.*

SPENCER, JOHN, out of business, 24 Steward-st., Spital-sq. Feb. 24, at 10. *Com.* Murphy.

WYBROW, SIDNEY HAMPDEN, Professor and Teacher of Music, 6 Willingham-ter., Kentish-town. Feb. 25, at 11. *C. Com.* Law.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *Dec.* 30, 1856.

BAILEY, CHARLES STUART, out of business, Fleur-de-Lys Hotel, High-st., Canterbury. Jan. 15, at 10; Canterbury.

BLANCHFLOWER, WILLIAM, Miller, Thranderstone, Suffolk. Jan. 15, at 10; Ipswich.

DAVIES, JOHN, Coachman, Foxlidiate-house, Tardebigg, Worcestershire. Jan. 14, at 10; Worcester.

EVANS, JOHN, Maltster, Blakebrook, Kidderminster. Jan. 14, at 10; Worcester.

FISK, FREDERICK, Attorney's Clerk, Ipswich. Jan. 15, at 10; Ipswich.

JORDAN, WILLIAM (sued as William Gordon), Boot and Shoe Maker, Garndiffaith, Pontypool, Monmouthshire. Jan. 14; Cardiff.

KENT, ROBERT WILLIAM, Banker's Clerk, Hounslow, and formerly of Trowscoed-lodge, Cheltenham. Jan. 14, at 10; Worcester.

KINGSTON, ALFRED (sued as James Kingston), Footman, Winkfield-park, Winkfield, Berks. Jan. 13; Reading.

KIRKBRIDE, JOHN, Tailor, 81 Castle-st., Carlisle. Jan. 15, at 10; Carlisle.

PHILLIPS, THOMAS, out of business, Ebenezer-st., Cardiff. Jan. 14; Cardiff.

SMITH, GEORGE, Drover and Public Executioner, Oakham, Rowley Regis, Staffordshire. Jan. 14, at 10; Worcester.

SMITH, GEORGE, Clerk in the Collier Office, Gravesend, Freemasons' Tavern, St. Margaret-st., Canterbury. Jan. 15, at 10; Canterbury.

STUDD, SAMUEL, Land Valuer, Bramfield, Halesworth, Suffolk. Jan. 15, at 10; Ipswich.

SWIFT, RICHARD FOORD, out of business, Freemason's Tavern, St. Margaret's-st., Canterbury. Jan. 15, at 10; Canterbury.

VICARS, WILLIAM, out of business, 12 Southampton-st., Reading. Jan. 13; Reading.

FRIDAY, *Jan.* 2, 1857.

BAINBRIDGE, EMANUEL, Beer-house-keeper, Holbrook-moor, Duffield, Derby. Jan. 24, at 12; Derby.

BINKS, ALFRED, Ale & Porter Merchant, 3 Dock-st., Kingston-upon-Hull. Jan. 16; Kingston-upon-Hull.

BRADBURY, JOHN, Beerseller, Phœnix Arms, Murray-st., Oldham-rd., Manchester. Jan. 16, at 11; Lancaster.

BRINDLE, WILLIAM, out of employment, Brown Cow, Queen-st., Wigan. Jan. 16, at 11; Lancaster.

CHAPMAN, ROBERT, Commercial Traveller, Clopton-st., Hulme, Manchester. Jan. 16, at 11; Lancaster.

COLLINS, GEORGE JOSEPH (sued as George Joseph Collens), Baker, 1 Hamilton-pl., High-st., Deptford. Jan. 19, at 11; Maidstone.

DAY, SAMUEL, Working Cutler Chapel-st., Tib-st. and Church-st., Manchester. Jan. 16, at 11; Lancaster.

DUCKETT, JAMES, Stone Mason, Crow Nest, Habergham, Lancaster. Jan. 16, at 11; Lancaster.

FAULKNER, BARNABAS (sued as Benjamin Faulkner), Beer-shop-keeper, Lion and Lamb, Basinghall Cottage, Grosvenor-rd., Tonbridge Wells, Jan. 19, at 11; Maidstone,

HAMMOND, JOSEPH, Smallware and Fent Dealer, 27 Long Mill-gate. Jan. 16, at 11; Lancaster.

HARRIS, ABRAHAM (sued as A. Harris), Cigar Dealer, 11 Queen-st., Margate. Jan. 19, at 11; Maidstone.

HOLTON, WANLEY, out of business, The Dog and Bear, Lenham. Jan. 19, at 11; Maidstone.

KNOWLES, HENRY WILLIAM, Druggist's Assistant, Kersey, Bolton-le-Moors. Jan. 16, at 11; Lancaster.

M'GLOUGHLIN, SAMUEL, Beerseller, late of The York Minster, Porter-st., Butler-st., Oldham-rd., Manchester. Jan. 16, at 11; Lancaster.

M'KEAND, CHARLES, out of business, Grosvenor-ter., Davenport-st., Bolton-le-Moors, Lancashire. Jan. 16, at 11; Lancaster.

ORDISH, THOMAS MOUSLEY, out of business, 47 Broad-st., Canterbury. Jan. 19, at 11; Maidstone.

POLLARD, WILLIAM, Cabinet-maker, Parker-lane, Burnley, Lancashire. Jan. 16, at 11; Lancaster.

STEABLER, THOMAS, Master Mariner, 41 St. James'-rd., Liverpool. Jan. 16, at 11; Lancaster.

STOCK, EDMUND (in copartnership with David Rothwell), Machinists, Sowerby-bridge, late of St. Mary's-gate, Shaw, Oldham. Jan. 16, at 11; Lancaster.

STOPHERD, JAMES, Beerseller and Journeyman Hatter, 89 Yorkshire-st., Oldham. Jan. 16, at 11; Lancaster.

SUTCLIFFE, ROBERT, out of business. Spring-cottages, Whitworth, Rochdale. Jan. 16, at 11; Lancaster.

TEMPLE, JAMES ALFRED, Share Dealer, New Cross, Deptford. Jan. 19, at 11; Maidstone.

THOMAS, ISAAC, Attorney-at-Law, 19 Dicconson-st. and King-st., Wigan, Lancashire. Jan. 16, at 11; Lancaster.

THOMSON, JAMES (sued as James Thompson), Pellew-st., Liverpool. Jan. 16, at 11; Lancaster.

WALL, WILLIAM, Brewer and Soap Manufacturer, Queenborough, Kent. Jan. 19, at 11; Maidstone.

WALLWORTH, THOMAS, out of business, 62 Dorset-st., Hulme, Manchester. Jan. 16, at 11; Lancaster.

WATKINS, JOSEPH, Builder, Wickham-la., Plumstead-common, Plumstead. Jan. 19, at 11; Maidstone.

TUESDAY, *Jan.* 6, 1857.

COOKE, ROBERT, Attorney's Clerk, 7 Gothic Cottages, Lower Barton-st., Gloucester. Jan. 22, at 10; Gloucester.

COOPER, THOS., Licensed Victualler, Timberhill-st., Norwich. Jan. 21, at 10; Norwich.

FIELDHOUSE, JOHN, jun., Usher, Tamworth. Jan. 21, at 10; Stafford.

GROOM, RICHD., Confectioner, Hanley, Staffordsh. Jan. 21. at 10; Stafford.

HARMAN, CHAS., Brewer, 21 Duddistone-rd., Birmingham. Jan. 22, at 10; Gloucester.

MOORE, RALPH, Coach-builder, Newcastle-under-Lyme. Jan. 21, at 10; Stafford,

NEWTON, GEO. HEN., Cement and Plaster Manufacturer, Gnosall, Staffordshire. Jan. 21, at 10; Stafford.

RHODES, EDW., Carpenter, Westbromwich, Staffordsh. Jan. 21, at 10; Stafford.

SHAW, THOS. COTTERILL (sued as Thos. Shaw), Joy-house, Hanley, Staffordsh. Jan. 21, at 10; Stafford.

SMART, BENJ., Butty Collier, Tipton, Staffordsh. Jan. 21, at 10; Stafford.

TROTMAN, JAS. HADLEY, Waiter, Whitmore Reans, Wolverhampton. Jan. 21, at 10; Stafford.

WARD, DAN., Cattle-dealer, 67 Sacheveral-st., Derby, and East Dereham. Jan. 21, at 10; Norwich.

WEDGE, BENJ., Publican, Newcastle-under-Lyme. Jan. 21, at 10; Stafford.

FRIDAY, *Jan.* 9, 1857.

ARMITAGE, JOHN, Licensed Victualler, Rising Sun Inn, Crosland-hill, Lockwood, Huddersfield. Jan. 26, at 9; York.

BAILEY, ISAAC, Journeyman Cloth Fuller, Flatts, Dewsbury, Yorkshire. Jan. 26, at 9; York.

BARBOUR, SAMUEL, Tailor, 132 Summer-hill, Birmingham. Jan. 27; Warwick.

BARKER, JAMES, Tailor, 7 North Marine-rd., and 13 Albert-st., North Marine-rd., Scarborough Jan. 26, at 9; York.

BARTHOLOMEW, SAMUEL, Painter, 4 Court, 5 House, Hurst-st., Birmingham. Jan. 27; Warwick.

BELLHOUSE, WILLIAM DAWSON, Electrical and Medical Galvanist, 1 Park-st., Leeds. Jan. 26, at 9; York.

BOTTOMLEY, DANIEL, out of business, formerly Grocer, Shelf, Halifax, Yorkshire. Jan. 26, at 9; York.

BRADLEY, THOMAS, Joiner, Horsforth, Leeds. Jan. 26, at 9; York.

BRATT, GEORGE, Journeyman Iron Moulder, Willenhall, Staffordsh. Jan. 27; Warwick.

CAUSFIELD, GEORGE, Grocer, Undercliffe, Bradford, Yorkshire. Jan. 26, at 9; York.

CRABTREE, JOSEPH, Clothier, Moorside, Eccleshill, Bradford, Yorkshire. Jan. 26, at 9; York.

CRASHAW, JOHN, out of business, previously Builder, Armley, Leeds. Jan. 26, at 9; York.

FULLFORD, ABRAHAM BLICK, out of business, Ickmeld-st. East, Birmingham. Jan. 27; Warwick.

GEESON, RALPH, Accountant, Inge-st., Birmingham. Jan. 27; Warwick.

GOSSOP, WILLIAM, Publican, Holtby, York. Jan. 26, at 9; York.

GREEN, ALFRED, Sawyer, Moss-st., Bradford. Jan. 26, at 9; York.

HIGGINBOTHAM, WILLIAM, Assistant to a Farmer, Nether Whitaker, Coleshill, Warwickshire. Jan. 27; Warwick.

HILL, SAMUEL WILKS (Samuel Hill), out of business, formerly Dealer in Ham, &c., 4 King-st., Castlegate, York, and Cross Chapel-st., Bridghouses, Sheffield. Jan. 26, at 9; York.

HIPKISS, JAMES, Licensed Victualler, Fisherman Inn, New John-st., Birmingham. Jan. 27; Warwick.

HOMER, BENJAMIN, Licensed to sell Ale and Beer by Retail, Summerhill, Tipton, Stafford. Jan. 27; Warwick.

KNOWLES, THOMAS, General Servant, 40 High-st., Birmingham. Jan. 27; Warwick.

MOORHOUSE, GAMALIEL, Journeyman Cloth Weaver, Lower Hey, Meltham, Huddersfield. Jan. 26, at 9; York.

MORRIS, WILLIAM HENRY, Butcher, 180 Lee Bank-rd., Edgbaston, Birmingham. Jan. 27; Warwick.

MURRAY, JAMES, out of business, formerly a Private in 6th Enniskillen Dragoons, Full Moon Inn, Walmgate, York. Jan. 26, at 9; York.

NEWSOME, SAMUEL, Linen and Woollen Draper and Hatter, Blyth, Northumberland. Jan. 23, at 10; Morpeth.

PATRICK, JAMES, out of business, formerly Licensed Victualler, 40 St. Luke's-st., Leeds. Jan. 26, at 9; York.

POOLE, HARRIET, (sued with Samuel Poole), Widow, Stone Merchant, late of Oulton, Leeds. Jan. 26, at 9; York.

POOLE, SAMUEL, Stone Merchant, Oulton, Leeds. Jan. 26, at 9; York.

PRICE, ENOCH, out of business, formerly Sub-Contractor for Railways, 16 Baker-st., Doncaster. Jan. 26, at 9; York.

ROYDS, JOHN WILLIAM, out of business, formerly Tailor and Draper, 90 Brearley-st., West Birmingham.

RYLAH, JOHN, out of business, formerly Licensed Brewer, and Tailor, Earlsheaton, Dewsbury, Yorkshire. Jan. 26, at 9; York.

SHEARD, MATTHEW, Corn Dealer's Assistant, Newtown, Huddersfield. Jan. 26, at 9; York.

SIMCOX, BENJAMIN, out of business, Toll-end, Tipton, Staffordshire. Jan. 27; Warwick.

STEWART, JAMES, Stonemason, Flax-st., Mill-st., Leeds. Jan. 26, at 9; York.

TARVER, WILLIAM, Railway Sub-contractor, Erdington, Birmingham. Jan. 27; Warwick.

THOMAS, REES, Furnace Manager, Wallsend, Northumberland. Jan. 23, at 10; Morpeth.

WHITAKER, JOHN, Warehouseman, 9 Coronation-st., Wood-house-la., Leeds. Jan. 26, at 9; York.

WILKS, JAMES, Grocer, Bedlington, Northumberland. Jan. 23, at 10; Morpeth.

WILLIAMSON, BARZILLAI, Butcher, 64 Bright-st., Lister-hills, Bradford, Yorkshire. Jan. 26, at 9; York.

WOOD, BENJAMIN, Stuff Merchant, 8 Carlton-pl., Bradford, Yorkshire. Jan. 26, at 9; York.

WOOD, RICHARD, out of business, previously Stationer, Netherton, Huddersfield. Jan. 26, at 9; York.

WRIGHT, GEORGE, Commercial Traveller, Church-st., Lozells, Aston Manor, Warwicksh. Jan. 27; Warwick.

WRIGHT, JOHN, Tin-plate-worker, Bridge-st., Burton-upon-Trent. Jan. 27; Warwick.

WRIGHT, JOSEPH, out of business, formerly Ironfounder, 266 Icknield-st. West, Birmingham. Jan. 27; Warwick.

WRIGHT, WILLIAM, Labourer, 1 Waterloo-st., Leamington-priors, Warwickshire. Jan. 27; Warwick.

TUESDAY, *Jan.* 13.

HEATHCOTE, THOMAS, Licensed Victualler, Swan Hotel, Woore, Muckleton, Salop. Jan. 27, at 10; Shrewsbury.

POPE, FREDERICK HOOPER, Public Accountant, 9 St. Vincent's-pl., Newcut, Bristol. Jan. 28, at 10; Bristol.

TENCH, WILLIAM, out of business, Winlaton, Durham, formerly Grocer, Blaydon, Durham. Feb. 10, at 1; Newcastle-upon-Tyne.

FRIDAY, *Jan.* 16, 1857.

ALLAN, WALTER, Joiner and Builder, Peel-st., Hulme. Jan 30, at 11; Lancaster.

ATHERTON, JAMES, Retail Dealer in Ale, Orchard Tavern, Warrington-la., Wigan. Jan. 30, at 11; Lancaster.

BOLTON, HUGH, Saddler and Harness Maker, Bolton-rd., Elton, Bury, Lancash. Jan. 30, at 11; Lancaster.

BUCHANAN, JOHN (Buchanan & Co.), Commission Agent, 12 Moorfields, Liverpool, and 9 North John-st., Liverpool. Jan. 30, at 11; Lancaster.

BURNETT, JOHN, Customs Agent and Broker, 23 Montague-st., and 28 South Castle-st., Liverpool. Jan. 30, at 11; Lancaster.

COTTOM, WILLIAM (Middletons & Cottom), out of business, Horsedge-st., Oldham, formerly in copartnership with Thomas Morton Gosling Middleton, John Ellis Middleton, and Samuel Middleton, Cotton Spinners, Shore-mill, Oldham. Jan. 30, at 11; Lancaster.

CRASHAW, THOMAS (Thomas Crawshaw & Co.), (sued with Henry Walmsley), in copartnership with Mark Robinson, General Smiths, Moor-st., and Blackburn-rd., Accrington. Jan. 30, at 11; Lancaster.

DAVIES, RICHARD, Assistant to a Chemist, Park-grove, Greenheys, Manchester. Jan. 30, at 11; Lancaster.

DRAPER, JOHN, Power Loom Weaver, Lane-head, Bacup, Manchester. Jan. 30, at 11; Lancaster.

EMSLEY, GEORGE, Stonemason, Broad-st., Pendleton, Salford. Jan. 30, at 11; Lancaster.

FIELDING, JOSEPH, Commission Agent, St. Domingo-st., Oldham. Jan. 30, at 11; Lancaster.

GRAY, OWEN, out of business, late Attorney-at-Law, Fleur-de-lis Hotel, High-st., Canterbury. Feb. 3, at 10; Canterbury.

HARGRAVES, HENRY, Builder, Renshaw-st., Stretford-rd., Hulme, Manchester. Jan. 30, at 11; Lancaster.

HARGRAVES, JAMES, Husbandman, Pothouse-la., Grimshaw-pk., Blackburn Jan. 30, at 11; Lancaster.

JONES, HUGH, Land Agent, 133 Tipping-st., Ardwick, Manchester. Jan. 30, at 11; Lancaster.

JOUGHIN, WILLIAM CHRISTIAN, out of business, New Bailey-st., Salford. Jan. 30, at 11; Lancaster.

KILLEEN, EDWARD, out of business, 5 Canning-pl., Liverpool. Jan. 30, at 11; Lancaster.

KNOWLES, THOMAS, Reporter, Hudson-st., Preston. Jan. 30, at 11; Lancaster.

MICKLETHWAITE, WILLIAM BARTON, Photographic Artist, &c., 11 Stamford-arcade, Ashton-under-Lyne. Jan. 30, at 11; Lancaster.

OLIVER, JOSEPH, Percher and Stiffener, Melbourne-ter, Peru-st., and Blackburn-st., Adelphi, Salford, Lancashire. Jan. 30, at 11; Lancaster.

OWEN, ROBERT, Cotton Waste Willower, George-st., Pritchard-st., Chorlton-upon-Medlock, Manchester. Jan. 30, at 11; Lancaster.

SAMES, JOHN GEORGE, out of business, 2 Church-st., Blackburn, Lancashire. Jan. 30, at 11; Lancaster.

TODD, THOMAS, Share Broker, Thurloe-st., or Crescent-range, Victoria-pk., Rusholme, Manchester. Jan. 30, at 11; Manchester.

WANDESFORD, HANNAH BUTLER CLARKE SOUTHWELL (sued as Hannah Wandesford), out of business, Crown-st., Deansgate, Bolton-le-Moors, Lancashire. Jan. 30, at 11; Lancaster.

WHITTAKER, JOHN, Commission Agent, Winton, near Manchester, and Faulkner-st., Manchester. Jan. 30, at 11; Lancaster.
WILKINSON, THOMAS, out of business, Peel-green-ter., Barton-upon-Irwell, near Manchester. Jan. 30, at 11; Lancaster.

TUESDAY, *Jan.* 20, 1857.

BLADON, JOHN, Flint Grinder, Stone, Stafford. Feb. 4, at 10; Stafford.
BRADBURY, GEORGE, Fishmonger, Shelton, Stoke-upon-Trent. Feb. 4, at 10; Stafford.
CRUTCHER, JOSEPH, Horse Dealer, Salisbury. Feb. 6, at 11; Salisbury.
GOODWIN, THOMAS, Assistant to a Grocer, 211 Vauxhall-rd., Liverpool. Feb. 3, at 12; Liverpool.
KLYBERG, JOHN CORNELIUS, Boot and Shoe Maker, formerly of 62 High-st., Bloomsbury, late of the Rose Hotel, High-st., Canterbury. Feb. 3, at 11; Canterbury.
LUCAS, NATHANIEL TIMPERLEY (known as Nathan Lucas), 39 Newton-st., Macclesfield, late a prisoner in the Debtors' Prison, London. Feb. 4; Chester.
MOLLOY, JOSEPH PATRICK, 7 Church-st., Trinity-sq., Southwark, and subsequently a prisoner in the House of Correction, Nether Knutsford, Chester. Feb. 4; Chester.
ROBERTS, WILLIAM, Journeyman Farrier, 15 Godfrey's-ter., Birkenhead. Feb. 3, at 12; Liverpool.
STUBBS, RICHARD, in no business, 96 Brook-st., Macclesfield. Feb. 4; Chester.
TUCKER, JAMES MARSH, Carpenter, 2 Buckland-ter., Buckland, Dover. Feb. 3, at 10; Canterbury.
WRIGHT, WILLIAM, out of business, Burton-upon-Trent. Feb. 4, at 10; Stafford.

FRIDAY, *Jan.* 23.

BROWN, GEORGE, Bootmaker, Shotley-bridge, Durham. Feb. 6, at 10; Durham.
BULL, JOHN, Brewer, Wellington Brewery, High-st., Ventnor. Feb. 25; Winchester.
DAWSON, JOSEPH, Grocer, 52 Gilesgate, Durham. Feb. 6, at 10; Durham.
HINDMARSH, WILLIAM JOHN, Tailor, 9 Green-st., Bishopwearmouth. Feb. 6, at 10; Durham.
PERRYMAN, WILLIAM, Toll Collector, Shipton, Market Weighton, York. Feb. 6, at 11; Kingston-upon-Hull.
ROBINSON, WILLIAM (Hunt & Robinson), Sawyer, Cumberland-st., Kingston-upon-Hull. Feb. 6, at 11; Kingston-upon-Hull.
SMITH, EDWIN, Clerk to Civil Engineer, 7 Redcliff-parade, Bristol. Feb. 11, at 10.30; Bristol.

TUESDAY, *Jan.* 27, 1857.

BARNES, ELIZABETH, Widow, Holton-St.-Mary, Suffolk. Feb. 12, at 10; Ipswich.
BROWN, JAMES, Cooper, 19 Simpson-st., Sandyford-la. Feb. 10, at 10; Newcastle-upon-Tyne.
FULLJAMES, ALFRED SMITH, out of business, 1 Abbey-st., Bath. Feb. 10, at 10; Taunton.
GARRETT, WILLIAM (late of Ipswich), Upholsterer, 16 Harrow-rd., Paddington. Feb. 13, at 10; Ipswich.
GUY, ROBERT, Cowkeeper, Spring-st., Newcastle-upon-Tyne. Feb. 10, at 10; Newcastle-upon-Tyne.
HANCOCK, BENJAMIN TYLEY (Tyley Hancock), Custom-house Agent, Ashley-villas, Ashley-down, Stapleton, Gloucester. Feb. 11, at 10.30; Bristol.
KIRKBRIDE, JOHN, Draper, 81 Castle-st., Carlisle. Feb. 12, at 10; Carlisle.
LINDSAY, JOHN, out of business, Moffatt's-bdgs. Friars, Newcastle-upon-Tyne. Feb. 10, at 10; Newcastle-upon-Tyne.
POWELL, LEWIS, Farmer, Brynderwen, Llangasty Talyllyn, Brecknock. Feb. 10, at 10; Brecknock.
ROBINS, WILLIAM, jun., Farmer, Hadley, Ombersley, Worcester. Feb. 11, at 10; Worcester.
ROE, Rev. JAMES, Clerk, Comb-hay, Bath. Feb. 10, at 10; Taunton.
STAMP, JESSE, Builder, Dunkerton, Bath. Feb. 10, at 10; Taunton.
CRISP, JOHN, Butcher, 4 New Market-row, Bath. Feb. 10, at 10; Taunton.
WHITEWAY, WILLIAM BARTLETT, Labourer, Lindridge-hill-farm, Kingsteignton, Devonshire. Feb. 10, at 10; Exeter.

FRIDAY, *Jan.* 30, 1857.

ANDREW, SAMUEL, out of business, George-st., Oldham. Feb. 13, at 11; Lancaster.
BARDSLEY, DAN, Journeyman Hatter, Town-la., Denton, near Manchester. Feb. 13, at 11; Lancaster.
BONNAR, WILLIAM (Willock & Co.), Terra Cotta Manufacturer, in copartnership with Edmund Peel Willock, 38 Oldfield-rd., Salford, and 10 Exchange-arcade, Manchester. Feb. 13, at 11; Lancaster.
BRENDLER, JOHN AUGUST, Journeyman Packer, New Holland-st., Newton, Lancashire. Feb. 18, at 12; Manchester.
CALLOWAY, DANIEL (sued as Daniel Galloway), Brickmaker, Horsley-heath, Tipton, Staffordshire. Feb. 18, at 12; Manchester.
CAPPER, JOHN BAILEY, Chemist and Druggist, 2 Camden-pl., Blackheath. Feb. 16, at 11; Maidstone.
CARGILL, CLEMENTINA, Governess, Hythe, Kent. Feb. 16, at 11; Maidstone.
CHADWICK, THOMAS, Journeyman Engine-fitter, Windham-st., Bury. Feb. 13, at 11; Lancaster.
CHINNOCK, GEORGE WILLIAM, Stonemason, Highfield, South-Stoneham. Feb. 14, at 10; Southampton.
CLEMMY, JOHN, Boot and Shoe Maker, Queen-st., Preston. Feb. 13, at 11; Lancaster.
CONSTERDINE, ROBERT, Land Surveyor, Blakeley, near Manchester. Feb. 13, at 11; Lancaster.
CRITCHLEY, JOSEPH, Plumber, Chester-rd., Hulme, Manchester. Feb. 13, at 11; Lancaster.
CURRY, JAMES, Licensed Victualler, Britannia, Scotland-rd., Warrington, Lancashire. Feb. 13, at 11; Lancaster.
EGERTON, ARTHUR, Licensed Victualler, King William the Fourth, 8 Lord-st., Hulme, Manchester. Feb. 13, at 11; Lancaster.
FAULKNER, JOHN, out of business, Whittle-st., Manchester. Feb. 13, at 11; Lancaster.
HALL, JOHN SPENCER, Chemist, Market-st., Heywood, near Bury, Lancashire. Feb. 13, at 11; Lancaster.
HARTLEY, CHRISTOPHER, out of business, Mount-st., Heywood. Feb. 13, at 11; Lancaster.
HOLDSWORTH, ROBERT, Joiner, Bridge-end, Burnley. Feb. 13, at 11; Lancaster.
JACKSON, PETER, out of business, Norris-st., Heaton Norris, Manchester. Feb. 13, at 11; Lancaster.
KERNS, MICHAEL, Glass, China, and Hardware Dealer, Oak-st., Manchester. Feb. 13, at 11; Lancaster.
LILLY, CHARLES HENRY, out of business, Oldham-rd., Rochdale. Feb. 13, at 11; Lancaster.
LORD, JOHN, Clogger, Hammerton-st., Bromley. Feb. 13, at 11; Lancaster.
MILWAY, OLIVER, Licensed Retailer of Beer, and Boot and Shoe Maker, Samaritan-grove, and Dorset Arms, Undershore, Northfleet, Kent. Feb. 16, at 11; Maidstone.
NEALE, ELIAS, Farmer, Pembury, Kent. Feb. 16, at 11; Maidstone.
PARRELL, WALTER, Labourer, Spratt's Bottom, Chelsfield. Feb. 16, at 11; Maidstone.
POSSNETT, JAMES, out of business, Lane-end, Little Bolton-le-Moors, Lancashire. Feb. 13, at 11; Lancaster.
RILEY, JOHN, Painter, Kirby-st., Manchester. Feb. 18, at 12; Manchester.
ROBERTS, RICHARD, Tailor, Ormond-st., Manchester. Feb. 18, at 12; Manchester.
ROBINSON, WILLIAM, out of business, Pinfold-la., Skerton, near Lancaster. Feb. 13, at 11; Lancaster.
ROYLANCE, CHARLES, Heald Knitter, Great Egerton-st., Heaton Norris. Feb. 13, at 11; Lancaster.
SOMAN, DANIEL, out of business, formerly Boot and Shoe Manufacturer, 2 Bedford-st., Unthanks-rd., Norwich. Feb. 24, at 10; Norwich.
TEMPEST, JOHN, Whitesmith, George-st., and Darwen-st., Blackburn. Feb. 13, at 11; Lancaster.
WALBY, THOMAS, Boot and Shoe Manufacturer, Blaenavon, Llanover Upper, Monmouth. Feb. 20, at 11; Monmouth.
WALL, JOHN, out of business, 48 Rumford-st., Chorlton-upon-Medlock, Manchester. Feb. 13, at 11; Lancaster.
WHALLEY, ELIZABETH (Widow), Butcher, Hey Head, near Burnley. Feb. 13, at 11; Lancaster.

FRIDAY, *Feb.* 6, 1857.

ADAMS, WILLIAM DAMES, Licensed Victualler, White Lion Inn, Castle-end, Kenilworth, Warwick. Feb. 24; Warwick.
BAILEY, GEORGE, Clothier, Queen-st., Batley, Dewsbury, Yorkshire. Feb. 23, at 9; York.
BAPTY, THOMAS, out of business, Armley-rd., Wortley, Leeds. Feb. 23, at 9; York.
BARBOUR, SAMUEL, Tailor, 132 Sand-pits, Summer-hill, Birmingham. Feb. 24; Warwick.
BARRETT, HENRY, out of business, Tenby-st., Birmingham. Feb. 24; Warwick.
BEDFORD, HENRY, out of business, Bramley, Leeds. Feb. 23, at 9; York.
BOYES, WILLIAM, Prisoner for Debt, York Castle. Feb. 23, at 9; York.
BROOKE, JOSEPH, Cloth Manufacturer, Caledonian-ter., Little Woodhouse, Leeds. Feb. 23, at 9; York.
BURLEY, JOSEPH, out of business, 3 Nessgate, York. Feb. 23, at 9; York.
CARTER, JOSIAH, Fly Master, 17 Angel-la., Stratford, Essex. Feb. 21, at 12; Chelmsford.
CHAFFER, JOHN, Clothier, Guiseley, near Leeds. Feb. 23, at 9; York.
CLEGG, WILLIAM, Dealer in Tea, &c., Howdon Claigh, Birstal, Leeds. Feb. 23, at 9; York.
CRAVEN, GEORGE, Builder, Calverley, near Leeds. Feb. 23, at 9; York.
DANIEL, CHARLES, out of business, 11 Bridge-st., East Middlesborough, York. Feb. 23, at 9; York.
DEWHIRST, JAMES, Warehouseman, Moxon's-yard, Kirkgate, Leeds. Feb. 23, at 9; York.
DINGLEY, SAMUEL, Shopkeeper, Quinton, Hales Owen, Worcestershire. Feb. 24; Warwick.
DRAKE, ISAAC, Milliner, 3 Vicar-lane, Leeds. Feb. 23, at 9; York.
DUVAL, WILLIAM, Stonemason, 22 Castlegate, York. Feb. 23, at 9; York.
EDMONDS, EDWIN, Assistant to a Milliner, Cromwell-st., Birmingham. Feb. 24; Warwick.
GEESON, RALPH (or Robert Geeson), Accountant, Inge-st., Birmingham. Feb. 24; Warwick.
GEORGE, WILLIAM FREEMAN, out of business, 8 Latimer-st., Birmingham. Feb. 24; Warwick.
GREAVES, ENOCH, out of business, Tudor-st., Bradford. Feb. 23, at 9; York.
GROVE, JOSEPH, out of business, Old Bell House, Northfield, Worcestershire. Feb. 24; Warwick.
GREEN, ALFRED, Journeyman Joiner, Moss-st., Bradford. Feb. 23, at 9; York.
HALL, GEORGE, Upholsterer, 149 Broad-st., Birmingham. Feb. 24; Warwick.
HARPER, WILLIAM, Wood-turner, Cheapside, Birmingham. Feb. 24; Warwick.
HAZELL, RICHARD, Cattle-dealer, Bergh Apton, Norfolk. Feb. 24, at 10 Norwich.
HARRISON, ROBERT, Auctioneer, Bramley, near Leeds. Feb. 23, at 9; York.
HENN, ISAAC, Fire-iron Manufacturer, 10 Barn-st., Birmingham. Feb. 24; Warwick.
HOLLINGWORTH, EDMUND, out of business, Harrington-st., Preston-pl., Bradford. Feb. 23, at 9; York.
KAYE, SIMEON, Book-keeper, East Thorpe-la., Mirfield. Feb. 23, at 9; York.
KERSHAW, JOSEPH, Prisoner for Debt, York Castle (previously of Girlington, Bradford, Dealer in Stuff Pieces). Feb. 23, at 9; York.
KING, NOAH, out of business, Waterloo, Southampton (formerly Crown Inn Beer-house, Bedhampton, Southampton, Licensed Retailer of Ale). Feb. 25; Manchester.
LUCKETT, THOMAS, out of business, Windrush, Northleach, Gloucestershire. Feb. 24; Warwick.
MILNES, GEORGE, Labourer, Scarborough. Feb. 23, at 9; York.
MOORHOUSE, GAMALIEL, Journeyman Cloth Weaver, Lower Hey, Meltham, Huddersfield. Feb. 23, at 9; York.
NOCK, STEPHEN PARKER, out of business, Nursery-ter., Aston-manor, juxta Birmingham. Feb. 24; Warwick.

OATES, JOSEPH, Horse-breaker, 15 Chester-st., Little Horton-la., Bradford. Feb. 23, at 9; York.
PONTEFRACT, JAMES, Journeyman Woollen Engineer, Delph, Saddleworth, Yorkshire. Feb. 23, at 9; York.
POWELL, WILLIAM, out of business, 3 Nessgate, York. Feb. 23, at 9; York.
PROUD, ABRAHAM, Labourer, Hartlepool, Durham. Feb. 23, at 9; York.
ROBINSON, GEORGE, Journeyman Shoemaker, Whitwood, Castleford, Yorkshire. Feb. 23, at 9; York.
SENIOR, CALEB, Cloth Manufacturer, Horbury, Wakefield. Feb. 23, at 9; York.
SENIOR, SAMUEL, Woollen Spinner, Batley, Dewsbury, Yorkshire. Feb. 23, at 9; York.
SMITH, JOSEPH, Fruiterer, 308 & 309 New John-st. West, Birmingham. Feb. 24; Warwick.
SPEDDING, GEORGE, out of business, Church-st., Dewsbury, Yorkshire. Feb. 23, at 9; York.
SWINNERTON, WILLIAM, Shoemaker, Allesley, Coventry. Feb. 24; Warwick.
TAYLOR, DAVID (Taylor Bros.), Linen Manufacturer, Barnsley, Yorkshire. Feb. 23, at 9; York.
TEMPLE, JAMES ALFRED, Share-dealer, 2 Amersham-villas, New-cross, Deptford, and 11 Royal Exchange. Feb. 16, at 11; Maidstone.
THOMPSON, THOMAS, out of business, Crossleys-ter., California, Halifax. Feb. 23, at 9; York.
TOOTAL, HERBERT, out of business, Springfield-villa, Leeds. Feb. 23, at 9; York.
TULLY, JAMES HOWARD, Musical Director of the National English Opera Company, 24 Arundel-st., Sheffield. Feb. 23, at 9; York.
WASS, JESSE, out of business, High Trannere, Birkenhead, Cheshire, and Barge Dock-side, Goole, Yorkshire, Bread Baker. Feb. 23, at 9; York.
WILKINSON, JOSEPH, jun., out of business, 3 Nessgate, York. Feb. 23, at 9; York.

TUESDAY, *Feb.* 10.

BURT, ALFRED (known as Alfred Clark), out of business (formerly Actuary in the Sea Fire Life Insurance Society), 4 St. George's-ter., Canterbury. Mar. 11, at 10; Canterbury.
HUTTON, ROBERT, Dairyman, Basingstoke, Hampshire. Feb. 25; Winchester.
JEWELL, ROBERT, in no trade, West-st., Fareham, Hampshire. Feb. 25; Winchester.
SHURROCK, JOHN, Journeyman Brickmaker, Brill, Buckingham. Feb. 26, at 12.30; Aylesbury.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *Feb.* 10, 1857.

BARBER, ALEXANDER, Journeyman Engraver to Calico Printers, 8 Chestnut-st., Cheetham, Manchester. Mar. 2, at 12; Manchester.
BAINES, RICHARD, Painter, 95 Dale-st., Hulme, Manchester. Mar. 2, at 12; Manchester.
BROOKES, WILLIAM, Wood-dealer, Cubbington, Warwickshire. Feb. 24, at 10; Warwick.
DAVIES, JAMES, Butcher, Baldock, Hertfordshire. Feb. 13, at 10.30; Hitchin.
GILLMAN, ELLIS, Bookbinder, North Walls, Saint John, Winchester. Feb. 25, at 11; Winchester.
HODGES, CHARLES, Baker, Millbrook, Southampton. Feb. 14, at 10; Southampton.
POLLARD, THOMAS, Milk-seller, 116 Bedford-st., Hulme, Manchester. Mar. 2, at 12; Manchester.
RUSSELL, HENRY, Photographic Artist, 12 Upper-parade, Leamington-priors, Warwickshire. Feb. 24, at 10; Warwick.
SHELEY, THOMAS, Labourer, 1 Theatre-st., Warwick. Feb. 24, at 10; Warwick.
TAYLOR, MARK, Retailer of Beer and Eating-house-keeper, Goat Beer-house, Orchard-la., Southampton. Feb. 14, at 10; Southampton.
THORN, ELIZABETH, Publican, Angel Inn, Bittern, South Stoneham, Southampton. Feb. 14, at 10; Southampton.
TURBALL, FREDERICK JOHN, Journeyman Butcher, Bell Tavern-yd., New Milverton. Feb. 24, at 10; Warwick.
VEAL, WILLIAM HENRY, jun., Painter and Glazier, 23 Parchment-st., Winchester. Feb. 25, at 11; Winchester.

FRIDAY, *Feb.* 13, 1857.

COLLAR, THOMAS, Hatter, Malmesbury, Wilts. Mar. 9, at 12; Malmesbury.
DOBSON, CHARLES, Baker and Poulterer, 11 St. John's-rd., Ryde, Isle of Wight, and Market House, Lind-st., Ryde. Feb. 27, at 10; Newport.
DUNK, WILLIAM, Tailor, Rolvenden, Kent. Feb. 18, at 11; Tenterden.
FORD, GEORGE, Coal and Coke Merchant, Slough, Upton-cum-Chalvey, Bucks. Mar. 4, at 11; Windsor.
HAGGETT, MARY AMELIA, Bread and Biscuit Baker, 16 Woodwell-cresct., Bristol. Mar. 11, at 10.30; Bristol.
JONES, ROBERT, Innkeeper, Mill-st., Ludlow, Salop. Feb. 26, at 10; Ludlow.
KEWLEY, THOMAS, Book-keeper and Collector, 59 Brownlow-st., Liverpool. Feb. 17, at 12; Liverpool.
LEES, RALPH, Grocer, Tinkers Clough, Stoke-upon-Trent, Staffordshire. Feb. 18, at 10; Hanley.
MOLTON, JOHN, Master Mariner, Bideford, Devon. Mar. 5, at 11.30; Bideford.
PRINCE, SARAH JANE (S. J. A. & E. Prince, or S. J. Prince & Co.), Milliners, 28 Mill-st., Liverpool. Mar. 3, at 12; Liverpool.
REED, EDWARD COMBRUNE, Veterinary Surgeon, 2 Heathfield-st., Swansea. Feb. 25, at 10; Swansea.
REEVES, HENRY, General Smith, Gloucester-st., Brighton. Feb. 21, at 10; Brighton.
SPEED, CHARLES, Licensed Victualler, Sandwich, Kent. Feb. 20, at 12; Sandwich.
VENUS, THOMAS, Greengrocer, 14 & 15 Broad-st., Brighton. Feb. 21, at 10; Brighton.
WILKINSON, FRANCIS, Saddler, 8 Chancery-la., Skipton, York. Feb. 27, at 11; Skipton.

MEETINGS.

FRIDAY, *Jan.* 9, 1857.

RAINE, JOHN, Boot and Shoe Maker, Middleton, Teesdale, Durham, Prisoner in the Gaol of Durham. At the office of W. & W. Watson, Solicitors, Barnard Castle, Jan. 28, at 2, to authorise assignee to commence suit in equity to set aside deed executed by insolvent on May 21, 1856.

FRIDAY, *Jan.* 16, 1857.

WILES, JAMES, Carpenter, Silverhall-pl., Isleworth, now in Debtors' Prison of London and Middlesex. At Woodbrid's office, 8 Clifford's-inn, on Feb. 2, at 12, to direct how and where insolvent's real estate shall be sold.

TUESDAY, *Feb.* 3, 1857.

MASTERS, THOMAS JAMES POOLE, a Retired Commander in the Royal Navy, Shotisham, Suffolk. Mar. 11, at 11; Woodbridge. *Fur. Dir.*
TYE, WILLIAM, Pastry Cook, Woodbridge, Suffolk. Mar. 11, at 11; Woodbridge. *Dir.*

TUESDAY, *Feb.* 10, 1857.

TUCK, SAMUEL, Dark-house Public-house, Newgate-market, and late of Foxton, Cambridgeshire. Feb. 25, at 12, at office of H. Wortham, High-st., Royston, to consider the disposing of the freehold and copyhold estates of insolvent.

FRIDAY, *Feb.* 13, 1857.

SYDENHAM, CHARLES, Ladies' Boot and Shoe Maker, High-st., Salisbury. Feb. 26, at 11. *And. Ac. Dir.*

DIVIDENDS.

TUESDAY, *Jan.* 13, 1857.

FULCHER, NATHANIEL, Builder, College-ter., Chelsea, 1*s.* 0½*d.* (making, with former dividends, 3*s.* 4½*d*) Apply to Nichols & Clark, 9, Cook's-ct., Lincoln's-inn.

TUESDAY, *Feb.* 10, 1857.

BECK, WILLIAM, Licensed Victualler, Angel Inn, Saint John, Bedwardine, Worcester. Div., 1*s.* 3½*d.*, at Registrar's Office, Worcester, on Thursdays, Fridays, and Saturdays, 10 & 4.

At ASSIGNEES OFFICE, 5 *Portugal-st., between* 11 & 2.

CHALK, WILLIAM, Brace and Purse Maker, 11 Fore-st., Cripplegate. 2*s.* 9*d.*
GAMBLE, WILLIAM, Vendor of Milk, 2 Baileys-pl., Marlborough-rd., Chelsea. 3*s.* 6*d.*
HART, HENRY, Grocer, Mawson-row, Chiswick-la., Chiswick. 1*s.*
HAYCRAFT, WILLIAM TUTIN, Doctor of Medicine, 17 Valentine-ter., Blackheath-rd., Greenwich. 20*s.*
HICKS ANN, Oil and General Shop-keeper, 222 Kates-pl., Grange-rd., Bermondsey. 2*s.*
METCALFE, EDWARD WEBSTER, Plumber, 39 Shaftesbury-st., New North-rd., Hoxton. 1*s.* 6*d.*
MURPHY, DANIEL, Tailor, 13 St. Ann's-pl., Commercial-rd., Limehouse. 1*s.* 1½*d.*
PRYER, WILLIAM, Corn and Coal Dealer, Lower Tottenham. 1*s.* 9*d.*
RUDGE, EDWIN ATKINSON, Linen Draper, Fisher-st., Barking, Essex. 1*s.* 11*d.*
TOOTH, WALTER, Leather Seller, 13 Hamilton-row, Bagnigge Wells-rd., Clerkenwell. 1*s.* 7*d.*
VINCENT, THOMAS, Capt. on half-pay in the Royal York Rangers, 6 Western-ter., Southampton. 10*s.* 9*d.*
WYATT, GEORGE ELLSON, Carpenter, 17 Brick-st., Down-st., Piccadilly. 1*s.* 7½*d.*

Assignments for Benefit of Creditors.

TUESDAY, *Feb.* 10, 1857.

BARFF, WILLIAM, Woolstapler, Wakefield. Feb. 2. *Trustee*, John Barff, Esq., Wakefield. *Sols.* Scholey, Marsden, & Skipworth, Wakefield.
CALLOW, GEORGE, Baker, Hadlow, Kent. Jan. 17. *Trustee*, W. Wells, Chemist, Tonbridge, Kent. *Sol.* Stenning, Tonbridge.
CLARK, JOSEPH, Baker and Commission Agent, Winchester. Jan. 17. *Trustee*, W. White, Gent., Kingsgate-st., Winchester. *Sol.* Greenfield, Winchester.
HAYES, WILLIAM STONE, Woollen Draper, Victoria-st., Holborn. Jan. 19. *Trustees*, W. Kelsall, & J. Marshall, Merchants, Leeds; T. S. Wallis, Merchant, Huddersfield. *Sol.* W. S. Ward, 12 Bank-st., Leeds.
VEITCH, THOMAS, Seedsman, Exeter. Jan. 28. *Trustees*, G. Sercombe, Merchant, St. Thomas the Apostle, Devon; L. Roberts, Surgeon, of the said city. *Sol.* Campion, Exeter.

FRIDAY, *Feb.* 13, 1857.

BROWN, GEORGE, Watch-maker, Newark-upon-Trent. Jan. 15. *Trustee*, C. Hart, Builder, Bassingham, Lincolnshire. *Sol.* Hodgkinson, Newark-upon-Trent.
CAVE, CROSBY, & HENRY CAVE, Engineers, Nottingham. Jan. 1. *Trustees*, T. H. Tong, Photographic Artist; E. H. Gordon, Wharfinger: both of Nottingham. *Sol.* Hearnshaw, Castle-gate, Nottingham.
COOKSON, JOSEPH, Brickmaker, Cheadle-heath, Cheshire. Jan. 24. *Trustee*, T. N. Beevor, Agent, Cheadle-heath. *Sol.* Reddish, Stockport.
ELSWORTHY, JOHN, Baker, 2, Southampton-row, Russel-sq. Jan. 16. *Trustees*, W. H. Wells, Miller, Wandsworth; R. L. Charrington, Miller, Carshalton, Surrey. *Sol.* Jewitt, 45, Lime-st., London.
EMERSON, WILLIAM, & JOSEPH EMERSON, Brewers, Batheaston, Somersetshire. Jan. 17. *Trustees*, J. T. Digby, Esq., Bath; J. Ranger, Hop Merchant, Bristol. *Sols.* Dowding and Burn, 15, Vineyards, Bath.
HEATH, MAURICE, Coal and Salt Merchant, Swindon, Wilts. Feb. 4. *Trustees*, W. V. Edwards, Ironmonger, Swindon; W. M. Rogers, Net Maker, Chilton Foliatt, Wilts. *Sol.* Kinneir, Swindon.
LINDEMAN, JOHN WILLIAM, Currier, Great Newport-st., Soho. Feb. 2. *Trustees*, J. B. Bevington, Leather Manufacturer, Cannon-st., west; G. Cheesman, Tanner, Neckinger-rd., Bermondsey; J. George, Leather Dresser, Skinner-st. *Sol.* Richardson, 14 Old Jewry-chambers.
MILLS, ROBERT, Grocer, Ivy-lane, Canterbury. Feb. 11. *Trustees*, J. Skeet, Provision Merchant, Rood-lane; J. Green, Wholesale Grocer, Canterbury. *Sol.* Fox, Canterbury.
SCOTT, THOMAS, Licensed Victualler, Bell-end, Stourbridge, Worcestershire. Feb. 7. *Trustees*, W. Lilley, Maltster, Bell-end; W. Hipkins, Wine and Spirit Merchant, Tipton, Staffordshire. *Sols.* Messrs. Whitehouse, Stafford.

Partnerships Dissolved.

TUESDAY, *Feb.* 10, 1857.

BERWICK, JAMES, JOHN BERWICK, & JOHN LAWSON GILLIES (Berwick Brothers & Gillies), Stuff Merchants, Bradford, Yorkshire. Debts received and paid by James Berwick. Dec. 31, 1856.

BLAKELEY, LUKE, JOSEPH NEWSOME, ANTHONY BROOKE, & GEORGE BROOKE (Luke Blakeley & Co.), Rag & Shoddy Merchants, Batley, Yorkshire; as regards J. Newsome. Jan. 31.

BOVET, CHARLES, LOUIS BOVET, FRITZ BOVET, & ALPHONSE BOVET (Bovet Brothers), Merchants, Fleurier, Switzerland, and at Canton, China (Bovet Brothers & Co.), and in London (F. & A. Bovet); as regards C. Bovet. Dec. 31.

COLLINGWOOD, FREDERICK, & FRANCIS COLLINGWOOD, Butchers, 6 Wells-row, Islington. Debts received and paid by Frns. Collingwood. Feb. 6.

EDISBURY, JAMES, & JOHN EDISBURY (J. Edisbury & Co.), Grocers, Wrexham, Denbighshire. Debts received and paid by John Edisbury. Feb. 4.

FARMER, JAMES, & BENJAMIN PEARSON, Linen and Woollen Drapers, Nottingham. Debts received and paid by Farmer. Jan. 14.

FOX, HENRY, CHARLES FOX, & DILLWORTH CREWDSON FOX, (H. & C. Fox & Co), Timber and Coal Merchants, Wellington, Somersetshire, Sept. 30.

HUGHES, LEWIS, & EBENEZER GRIFFITHS, Joiners and Builders, Liverpool. Feb. 3.

GURNEY, JOHN, & WILLIAM HAYNES, Ironmongers, Maidstone. Aug. 27.

HEELEY, MARY, ELIZABETH HEELEY, & MARIUS BLANC (Heeley & Blanc), Boot and Shoe Makers, Colmore-row, Birmingham. Debts received and paid by M. Heeley and E. Heeley. Feb. 6.

HUMPHREYS, THOMAS, Builder, Grosvenor-pl., Camberwell, and BENJAMIN HATFIELD, Tailor, Oxford-ter., Islington. Feb. 3.

JAMES, WILLIAM, & JOHN JOPLING, Hosiers and Haberdashers, 127 Oxford-st., Manchester. Debts received and paid by Jopling. Feb. 2.

JOHNSON, JOHN O., & FREDERICK L. MAWDESLEY (John O. Johnson & Co.). Affairs of firm liquidated and business continued by Johnson.

LILLINGTON, RICHARD, DAVID HENRY WALSH, & GEORGE LILLINGTON MARSHALL (Walsh & Co.), Tailors, Southampton. Debts received and paid by Marshall. Feb. 5.

M'CONNELL, JOSEPH, & ROBERT KIRSOP HOWDON, Ship Store Dealers and Ship Chandlers, 11 Strand-st., Liverpool. Debts received and paid by M'Connell. Jan. 31.

MADDOCK, WILLIAM, & JOHN MADDOCK, Ship Chandlers, Liverpool and London. Nov 22.

MILSTED, ALBERT, & JOHN ANTHONY, Ironfounders and Engineers, Barbican and Martin-st. Foundries, Plymouth. Debts received and paid by Anthony. Feb. 7.

MULLINEX, THOMAS, & EDWIN JACQUES, Surgeons, 10 Brunswick-ter., Westbourne-grove. Debts received and paid by Mullinex. Dec. 2.

POLLOCK, CHARLES THOMSON, & SAMUEL WRIGHT, Writing and Dressing-case-makers, 10 Hatton-garden. Feb. 7.

ROBOTHAM, SAH., & SARAH ROBOTHAM, Shoe Dealers, Stafford. Feb. 4.

SAMUEL, ABRAHAM, & MICHAEL SAMUEL (A. Samuel & Son), Watch Manufacturers, 29 Charterhouse-sq. Dec. 31.

SPENCER, HENRY, & HENRY TURNER, Engineers, Rochdale. Feb. 6.

TAYLOR, WILLIAM, sen., & WILLIAM TAYLOR, jun., Shipbuilders, Sunderland and Hylton. Debts received and paid by Taylor, sen. May 13, 1854.

TEBBUT, CHARLES, THOMAS BENNETT SPENCE, & HENRY LANE (Tebbut, Scneeman, & Co.), Shipbuilders, Limekiln Dock, Limehouse, & New Crane Dock, Shadwell. Debts received and paid by Tebbut & Spence. Sept. 29.

WELBURN, THOMAS, & RICHARD HACKWORTH, Carpenters and Builders, North End-rd., St. John's-wood. Debts received and paid by Hackworth. Feb. 5.

FRIDAY, *Feb.* 13, 1857.

ANDREW, JOSEPH, & JAMES BARKER, Paper-stainers, Manchester. Feb. 9.

BROWN, JAMES, & ROBERT R. ANDREWS, Brickmakers, Braintree, Essex. Debts received and paid by Brown. Dec. 25.

COOPER, RICHARD BELL, & WILLIAM HENRY COOPER (R. & W. Cooper), Merchants, Birkenhead and Deptford, Kent. Jan. 12.

COOPER, SAMUEL, & WILLIAM CROSBY WESLEY REASON, Auctioneers, Brighton. Debts received and paid by Cooper. Feb. 6.

EZEKIEL, PHILIP, & JOSEPH MORRIS LYON (Philip Ezekiel & Co.), Importers of Foreign Goods, Manchester. Debts received and paid by Ezekiel. Feb. 10.

DU FAY, JOHN NOE, FREDERICK ALEXANDER BERNUS, FRANCIS BERNUS, JOHN LEISLER, CONRAD FREDERICK SCHMIDT, & WILLIAM GERBER, (Du Fay & Co.), Merchants, Bradford, Yorkshire; as regards W Gerber. Dec. 31.

GODDING, EDMUND, & JAMES HENRY GODDING, Music-sellers, Newbury, Berks. Feb. 3.

GOULD, JOHN, & JAMES DIMMACK, Charter-masters, Black Wagon Colliery, Rowley Regis, Staffordshire. Feb. 10.

JOBSON, ROBERT, & JOHN JOBSON (Jobson & Co.), Stove, Grate, and Fender Manufacturers, Litchurch Works, Derby. Debts received and paid by Mr. W. Brown, Manager of the Sheffield and Rotherham Bank, Sheffield. Dec. 31.

KELL, WILLIAM, & THOMAS HUTCHINSON APEDAILE, Attorneys-at-law, Gateshead, Durham. Debts received and paid by Kell. Feb. 7.

LEE, HENRY, sen., HENRY LEE, jun., & GEORGE LEE (H., H., & G. Lee), Brickmakers, Upper Clapton and Stoke Newington. Dec. 31.

LILLEY, JOHN, & FREDERICK JOHN LILLEY (Lilley & Son), Surgeons, Wisbeach, Cambridgeshire. Jan. 1.

LOVEGROVE, CHARLES WASHINGTON, THOMAS LEATHES STANGER LEATHES, ANTHONY LEOPOLD DAHNE, & CHARLES LOVEGROVE (Lovegrove & Leathes), Merchants, 34 Dowgate-hill; as regards T. L. S. Leathes. Dec. 31.

MARSDEN, JAMES, & JOSEPH MARSDEN (J. & J. Marsden), Timber Merchants, Brickmakers, Bolton and Great Lever and Halliwell, Lancashire. Jan. 16.

MORLEY, WILLIAM, & BENJAMIN SILLS MORLEY, Farmers, Benenden, Kent. Feb. 6.

NOKE, WILLIAM, & ELIZABETH NOKE (Noke, Brothers), Silk-mercers, Cape Town, Cape of Good Hope. Aug. 31, 1855.

PINCOTT, EBENEZER WILLIAM, & ROBERT TROOD, Cardiff. Debts received and paid by Pincott. Jan. 24.

RICHARDSON, JOHN, sen., & JOHN RICHARDSON, jun. (J. Richardson & Son), Carpenters, Bread-st.-hill. Debts received and paid by J. Richardson, jun. Feb. 3.

ROBBINS, EDWARD, & CHARLES HANCOCK, Hosiers, 15 King-sq. and 71 Charles-st., Goswell-rd. Feb. 7.

ROGERS, CHARLES ROBEY, & EDWARD BURCHER AYLWARD, Grocers, Winchester. Aug. 1, 1856.

SCHAEFER, BERNHARD AUGUST, CHRISTIAN FRIEDRICH BUDENBERG, & FERDINAND CARL PHILIPPSON (F. C. Philippson), Venders of Schaffer's Patent Steam Gauge, Manchester. Jan. 1.

SMITH, GEORGE, & HUGH SMITH, Sugar Refiners, Manchester. Feb. 7.

SMITH, WILLIAM, sen., & JOHN BROWN (Smith & Son), Bakers, Mansfield, Nottinghamsh. Debts received and paid by Smith, sen. Feb. 11.

WALSH, DAVID HENRY, & RICHARD LILLINGTON (D. H. Walsh & Co.), Wholesale Clothes Manufacturers, Bristol. Debts received and paid by Walsh. Jan. 1.

WILKINSON, WILLIAM, & ARCHIBALD M'CALLUM (Wm. Wilkinson), Table Cover Manufacturers, Woolshops, Halifax. Dec. 31.

WILSON, WILLIAM, & JAMES WILSON (William & James Wilson), Drapers, Skipton, York. Feb. 7.

Creditors under Estates in Chancery.

TUESDAY, *Feb.* 10, 1857.

FOX, EDWARD LONG (who died in May, 1835), Doctor of Physic, Brislington, Somersetshire. Creditors to come in on or before Mar. 5, at V. C. Stuart's Chambers.

HAYNES, JOHN (who died in Jan., 1854), Esq., Lower Mitcham, Surrey. Creditors to come in on or before Mar. 7, at V. C. Kindersley's Chambers.

HICKLIN, BENJAMIN (who died in May, 1855), Brewer, Burton-upon-Trent, Staffordshire. Creditors to come in on or before Mar. 4, at Master of the Rolls' Chambers.

SANDERS, JOSEPH (who died in Nov., 1856), Gent., Trinity-ter., Derby. Creditors and incumbrancers to come in on or before Mar. 3, at V. C. Wood's Chambers.

TIDSWELL, JANE EARNSHAW (who died in Feb., 1853), Spinster, Chorlton-upon-Medlock, Lancashire, and Margate, Kent. Creditors and incumbrancers to come in on or before Mar. 6, at Master of the Rolls' Chambers.

FRIDAY, *Feb.* 13, 1857.

HODDING, WILLIAM HENRY (who died in Nov. 1856), Surgeon, 84 Gloucester-pl., Portman-sq. Creditors to come in on or before Mar. 16, at Master of the Rolls' Chambers.

HOOD, ANN MARIA (who died in July, 1855). Creditors or claimants to come in on or before Mar. 14, at Master of the Rolls' Chambers.

LAVERACK, WILLIAM (who died in June, 1856), gent., Kingston-upon-Hull. Creditors to come in on or before Mar. 16, at V. C. Stuart's Chambers.

PARSONS, JOHN (who died in Nov. 1855), Colliery Proprietor, Craig Cottage, Neath. Creditors to come in on or before Mar. 13, at V. C. Kindersley's Chambers.

PRESCOTT, JOHN (who died in Mar. 1845), Yeoman, Lathom, Lancashire. Creditors to come in on or before Mar. 9, at the office of the Registrar for the Liverpool District of the Court of Chancery of the county palatine of Lancaster, 1 North John-st., Liverpool.

TURNER, CHARLES (who died in Feb. 1833), Nurseryman, Ryde, Isle of Wight. Creditors to come in on or before Feb. 28, at V. C. Wood's Chambers.

WILLIAMS, WILLIAM (who died on Feb. 8, 1831), Farmer, Esgerberfedd, Caron, Cardiganshire. Creditors to come in on or before Mar. 9, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Feb.* 10, 1857.

SAXON LIFE ASSURANCE SOCIETY.—Creditors to come in and prove on or before Feb. 17, at V.C. Wood's chambers. W. Turquand, Accountant, 13 Old Jewry-chambers, is appointed official manager.

FRIDAY, *Feb.* 13, 1857.

GENERAL INDEMNITY INSURANCE COMPANY.—A petition for the dissolution and winding up of this company was presented on Feb. 9, by William Edwards, of Wandsworth, Clerk, Assistant Chaplain to the Wandsworth House of Correction, which will be heard before V. C. Wood, on Feb. 21.—*Broughton*, Solicitor, 4 Falcon-sq.

LONDON AND PENZANCE SERPENTINE COMPANY.—Creditors to come in and prove their debts on or before Feb. 16, at V. C. Wood's Chambers.

Scotch Sequestrations.

TUESDAY, *Feb.* 10, 1857.

ANDERSON, JAMES, Draper, Cumnock. Feb. 16, at 12, Dumfries Arms Hotel, Cumnock. *Seq.* Feb. 3.

GARDNER, WILLIAM, & Co., Builders, Glasgow, & WILLIAM GARDNER, Builder, Glasgow, of the firm of Cameron & Gardner, French Burr Mill-stone Builders. Feb. 17, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Feb. 4.

GOVAN, ROBERT (R. & J. Govan), Stone Merchant and Spirit-dealer, Glasgow. Feb. 14, at 12, Faculty Hall, St. George's-pl., Glasgow. *Seq.* Feb. 4.

MILLER, JAMES, Farmer, Grange-house, residing at 110 Hospital-st., Hutchesontown, Glasgow. Feb. 17, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Feb. 6.

MUIRHEAD, ALEXANDER, 81 Renfrew-st., Glasgow. Feb. 13, at 2, George Cranston's Hotel, 25 George-sq., Glasgow. *Seq.* Feb. 4.

FRIDAY, *Feb.* 13, 1857.

KELLY, WILLIAM, Contractor, Kent-rd., Glasgow. Feb. 18, at 1, Globe Hotel, George-sq., Glasgow. *Seq.* Feb. 7.

TURNER, HILLSON, & Co., Clothiers, North Bridge-st., Edinburgh. Feb. 18, at 2, Stevenson's Rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* Feb. 9.

SHIRLEY, WILLIAM, Clyde Pottery, Greenock, & JAMES FAIRIE, Main's Cottage, Greenock (Larne Pottery Company), Manufacturers of Earthenware, Larne, Antrim, Ireland. Feb. 21, at 12, 3 East Breast, Greenock. *Seq.* Feb. 10.

WRIGHT, DAVID, Farmer, Harwood, West Calder, Edinburgh. Feb. 18, at 1, Dowell's & Lyon's Rooms, George-st., Edinburgh. *Seq.* Feb. 7.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

ERRATUM.

In our last number, at p. 170, *col.* 2, *line* 13 *from bottom, after* "advanced prices," *insert the words* "without receiving any check."

THE SOLICITORS' JOURNAL.

LONDON, FEBRUARY 21, 1857.

A MINISTER OF JUSTICE.

The reception which Mr. NAPIER's motion, in favour of the appointment of a Minister of Justice, has met with in the House of Commons, renders it pretty evident that the house and the government are at their wit's end on the subject of Law Amendment. After all that has been said and written on the reform of our laws, the revision of the statute book, and the improvement of our methods of legislation, it is still clear enough that our legislators are not very definite in their notions about any of these questions; and that they are still open to accept euphonious nostrums and universal specifics. In such a class we cannot help placing Mr. NAPIER's panacea for all the ills of modern legislation. What the particular functions, or the position of this great new officer of state are to be, no one seems to be able to guess; not even the honourable and learned mover of the question. Some say that he ought to be a lawyer—others that a layman would be more likely to suggest and carry out sweeping reforms. There is also a controversy as to whether he ought to be a peer or a member of the lower house; and, in either case, there is this further question as to his relation to the Lord Chancellor—whether he should be of superior, inferior, or equal dignity.

But suppose all these knotty points to be satisfactorily settled, a still more important consideration remains. What is to be the special province of the department over which it is proposed to place this new minister? Is it intended, as Mr. NAPIER has more than once suggested, that it should be the repository of all the projects of legal reform, which now find their resting place among the archives of Waterloo Place? Or is he merely to content himself with the clerical supervision of such bills as the Lord Chancellor and the law officers of the Crown shall initiate or recommend? Mr. NAPIER vaguely intimates that the department should supply the want which has long been felt of "some central supervision over the administration of public justice," which he says on account of the numerous and pressing engagements of the Lord Chancellor, it is impossible for him to attempt. The main argument, however, adduced in support of the motion, was that some person of rank and authority was required to "mature the measures brought before Parliament," a task which everybody admits is now very imperfectly discharged. Sir RICHARD BETHELL aims at the accomplishment of a grander scheme, by means of existing machinery, without any constitutional change. His programme comprises effectual superintendence over the administration of justice in all its departments; supervision of projects of law amendment; and assistance to the business of current legislation; but characteristically enough, the ATTORNEY GENERAL's programme contains no reference to the mode in which he proposes to effect these most desirable objects. Lord JOHN RUSSELL's suggestion that the SECRETARY OF STATE FOR WAR should take upon himself some of the duties now belonging to the Home Department, so as to allow the HOME SECRETARY to assume the functions of a minister of justice, has at all events something tangible and practicable about it, which is more than we can say of the very elaborate dissertation of Sir RICHARD BETHELL.

But let us ask why should the choice lie between the appointment of a new Secretary of State and the constitution of a new department on the one hand; and on the other, the transfer of a considerable portion of the business of the Home Office to other departments, for the purpose of enabling the HOME SECRETARY to do that for which, after all, he would *probably* be wholly incompetent? If in order to carry out this latter plan, it would be necessary not only to charge the War Department with the duty of preserving the public peace, but also to appoint a number of new officials to undertake other duties now discharged by the HOME SECRETARY, why should not the LORD CHANCELLOR, the Constitutional Minister of Justice, and who under any circumstances must control or interfere with any department constituted for the proposed objects, be relieved of his too numerous duties, and thereby be enabled to devote his mind to subjects that are emphatically within his province? By a trifling alteration in the business of the Lords Justices' Court, it would be quite possible for one appellate tribunal to hear and decide all appeals in the Court of Chancery, and the LORD CHANCELLOR would then be enabled to spend the most valuable part of his time—that which intervenes between two sessions of Parliament—in the preparation and revision of new bills. At present, he is just as hard worked as any of the Equity judges, from the end of the long vacation until the opening of Parliament; and it would be, therefore, absurd to expect that he could apply his mind to the close consideration of any comprehensive measures of law amendment which always require the most careful handling and abundant examination. With a suitable departmental staff there is no reason why the Lord Chancellor could not undertake and effect all that the Attorney-General has sketched out; and at the same time discharge his judicial functions, not only in the House of Lords, and at the Privy Council, but also in the Court of Chancery, whenever as sometimes now happens, the importance of a case makes it desirable that it should be heard before his lordship sitting with the Lords Justices.

We think, therefore, that the appointment of a Minister of Justice would not only be an unnecessarily expensive proceeding, but a very inexpedient and inconvenient one; and we suspect that the favour with which some persons have entertained the proposition is not the result of superior information on their part, or of anything else than the notion that as it has been called a measure of administrative reform, it really is so. At the same time, it is to be hoped that, though we need not have a new minister, a new department under the control of the Lord Chancellor may be instituted, and that his lordship, as minister of justice, may be enabled to obtain all the assistance in the preparation of measures intended to be submitted to Parliament, and generally in the administration of public justice, which the public service requires, and which it is impossible for him to receive from the present legal functionaries, however willing they might be to afford it. If such a department should be constituted there might be some official holding a seat in the House of Commons, similar to the under-secretaries of the other departments, which would have the advantage of being at once convenient and constitutional.

Such a plan would certainly be preferable to the

appointment of a new Secretary of State, and would unquestionably be a vast improvement on the present lumbering system of law commissions; which, notwithstanding all the recent eulogies of Lords BROUGHAM and CAMPBELL, no man in our day has done more to bring into disrepute than Mr. BELLENDEN KER, and especially in the late miserable attempt at the consolidation of our Statute Law, in which that learned commissioner has been the presiding genius.

THE LAW OF LIBEL.

The course taken by the *Times* in relation to the case of *Davison* v. *Duncan* is remarkable in more ways than one. That a newspaper should impugn a decision of the Court of Queen's Bench as bad law; that the Lord Chief Justice should make a speech in the House of Lords which looked very like an apology to the newspaper for the conclusion at which the Court arrived; that the newspaper should then, after repeating its charge of timidity, if not of ignorance, repay the judge's complaisance in a strain of patronising compliment not unlike insult, — are facts which deserve to be remembered as an illustration of the character of several of our institutions.

We fully agree with the *Times* in thinking that Lord CAMPBELL is not only a great judge, but a very remarkable man; but the value of its evidence upon the subject is somewhat diminished by the *naïve* insolence which prompted the writer of the article in question to say of a class which contains such men as the Chief Justice of the Common Pleas, Mr. Justice CRESSWELL, and Mr. Justice ERLE—"Some of them may be good pleaders, and all are honest, painstaking judges." The courage of the learned person who looks down upon the bench with such ineffable condescension is materially enhanced by the circumstance that his view of the law is entirely wrong. The proposition which he maintains is, that it would have been competent to the Court of Queen's Bench to hold in the case of *Davison* v. *Duncan*, that if A. speaks words of B. which do not expose him to an action for defamation, C. may assert in print that he used them, without exposing himself to an action for libel. He supports this proposition by an argument which misquotes or misunderstands every case to which it refers.

"In the twelfth part of Lord COKE's reports," we are told, "we find the celebrated case of the Earl of Northampton." We also find the following note prefixed to the part in question. "The twelfth reports are said by Mr. HARGRAVE to be of small authority, being not only posthumous, but apparently nothing more than a collection from papers neither digested nor intended for the press by the author. Serjeant HILL refers to fo. 18, 19, as showing that the twelfth report is not fit to be allowed." "It (Lord NORTHAMPTON's case) was decided," says the *Times*, "so long ago as 1612, and the resolution was made after solemn argument by eleven out of the twelve judges of England. The resolution was in these words—'In a private action for slander of a common person, if J. S. publish that he hath heard J. N. say that J. G. was a traitor or thief, in an action on the case, he may justify, &c.'" The resolution was not made after solemn argument. The defendants pleaded guilty, and the resolutions of the judges were entirely extra-judicial; the particular resolution quoted by the *Times* was quite foreign to the matter in hand, for the proceeding in question was on a criminal information for a *scandalum magnatum*. "This," says the *Times*, "was the old common law, and the judges who announced it quoted abundant decisions of their and of Lord CAMPBELL's predecessors." It was a judgment of the Court of Star Chamber—the most unconstitutional and tyrannical court that ever existed in England—a court of which the specific peculiarity was its enmity to the common law, and so far from having quoted "abundant decisions," the judges in Lord NORTHAMPTON's case quoted but two decisions from the year-books, one of which seems to us curiously irrelevant to the subject-matter. "A smatterer in law," continues Lord CAMPBELL's patron, "will object that this resolution was of words spoken and not of words written. Lord CAMPBELL is too good a lawyer to make such a reply. He knows that it is most indubitable that when this judgment was given, the courts recognised no distinction between oral and written slander. It was so recently as the year 1812 that the distinction between written and spoken defamation was first formally drawn." It is quite true that in Lord NORTHAMPTON's case no distinction was drawn between libel and defamation, and, indeed, such a distinction would have been even more foreign to the case before the court than the resolutions which were actually made; but when the case of *Thorley* v. *Lord Kerry*, which formally established the distinction, was decided in 1812, the judgment was expressly based upon the fact, that for more than a century past the courts had acted upon the rule that words might be libellous for which an action of defamation would not lie. No doubt Sir JAMES MANSFIELD said upon that occasion, "I cannot *upon principle* make any difference between words written and words spoken as to the right which arises on them of bringing an action:" and this the *Times* quotes; but he also went on to say that the *practice* was so well settled that he could not disturb it, and this the *Times* does not quote.

After a reference to *M'Gregor* v. *Thwaites*, which is only slightly unfair, the writer in the *Times* goes on to the case of *De Crespigny* v. *Wellesley*; but, before noticing it, he uses an expression which is not a little remarkable:—"We admit that from time to time the judges cast an evil eye upon the old law." Was the writer haunted by the recollection of a case of *Lewis* v. *Walter* (4 B. & Ald. 614), which formed an authority almost expressly in point in *De Crespigny* v. *Wellesley*, and in which the proprietor of the *Times* was the defendant, and a Hampshire attorney the plaintiff? "No court," says the *Times*, "thought itself strong enough to repeal so solemn a decision" (as Lord NORTHAMPTON's case) "till"—the case of *De Crespigny* v. *Wellesley*. We answer that *Lewis* v. *Walter* went quite as far as *De Crespigny* v. *Wellesley*. Mr. Justice HOLROYD said on that occasion, "The book in which Lord NORTHAMPTON's case is found, is not so accurate as the rest of the reports of Lord COKE. The point there is stated in very general terms, and, as it seems to me, may be questionable." — "In the case of *De Crespigny* v. *Wellesley*," the *Times* says, "Chief Justice BEST stepped out of his way, and confessedly without any necessity for the purpose of the case before the court," overruled the rule for which the *Times* contends. Chief Justice BEST did no such thing. He decided the case on a broad principle which directly applied to it, instead of disposing of it as he might have done by a side-wind.

We have shown how the writer in the *Times* misunderstands and misrepresents his authorities; but his logic is even more at fault than his learning. He argues thus:—There are some things which it is actionable to say, and there may be a doubt whether, before the year 1812, it was actionable to write any other things, though, since that time, the distinction between libel and verbal slander has been established beyond all doubt whatever. Lord NORTHAMPTON's case decided that it was not actionable to repeat what it was actionable to say, if the repeater vouched the original author; therefore, since 1812, it cannot be actionable to state in writing that a person used words which, when spoken, were not actionable. Surely, this is a wonderful consequence. The true inference would be, that as before 1812 it was not actionable to repeat in words what it was actionable to originate in words; so after

1812 it would not be actionable to repeat in writing what it was actionable to originate in writing. The reason of the rule in both cases being that the person slandered is enabled by the person repeating the slander to bring an action against the original slanderer; but this reason does not apply in cases where the printing is the gist of the offence, because by printing what is libellous, though not (technically) defamatory, the printer injures the person attacked, and gives him no remedy against the person attacking him. Very shortly, the argument of the *Times* is this:—"The law of defamation is too lax, therefore relax the law of libel. You may call a man an adulterer, a liar, and a rogue with impunity, therefore you ought not to punish us for giving additional currency to his slanders." In our humble opinion it is wiser to increase the risk of defamation than to diminish the risk of libel, and we cannot express our reasons for that opinion in better words than those which were used by the "Old Tory judge, whose politics no one respects, and whose learning no lawyer venerates," as the *Times* calls one of the ablest men that ever sat on the bench. In his judgment on the case of *De Crespigny* v. *Wellesley*, Lord WYNFORD said:—

"If the person receiving a libel may publish it at all, he may publish it in whatever manner he pleases—he may insert it in all the journals, and thus circulate his calumny through every region of the globe. The effect of this is very different from that of the repetition of oral slander. In the latter case, what has been said is known only to a few persons; and if the statement is untrue, the imputation cast upon any one may be got rid of; the report is not heard of beyond the circle in which all the parties move, and the veracity of the accuser, and the previous character of the accused, will be properly estimated. But if the report is to be spread over the world by means of the press, the malignant falsehood of the vilest of mankind, which would not receive the least credit when the author is known, would make an impression which it would require much time and trouble to erase, and which it might be difficult, if not impossible, ever completely to remove."

Legal News.

In the *Daily News* of the 24th ult., in the report of the trial of an action (*Disborough* v. *Midgley*) in the Exchequer, the following passage occurs:—

"Mr. Serjeant Thomas—As an imputation has been cast on the attorney in this case, may I observe that this action was brought by the advice of my learned friend, Mr. Charnock, and myself.

"Mr. Baron Bramwell—You are not justified in making any such statement; it is not, as counsel, your province to do so.

"Mr. Serjeant Thomas excused himself, by saying that the attorney for the plaintiff had been attacked.

"Mr. Baron Bramwell—Let the attorney submit to it then."

We believe, from inquiries we have made, that this is a correct report of the words used by Mr. Baron BRAMWELL, and we think it our duty to point out that the plaintiff's attorney in the case was harshly and unfairly treated, and that he ought not to have been expected, by the learned Baron, to "submit" to the attack made upon him by the defendant's counsel. We have been informed that the case was really one of actual wrong to the plaintiff, that the defendant had treated her very shamefully, and well deserved the penalty inflicted on him by the verdict. There was substantially no defence, and a very skilful advocate and great master of vituperative rhetoric was reduced, by the dearth of other topics, to heap abuse on the attorney who had brought the action. Now, we apprehend that Baron BRAMWELL was quite correct in laying down that the plaintiff's counsel over-stepped his province when he stated that the action was brought under his advice. It is the duty of the attorney to decide whether a particular action can fairly and properly be brought, and if he takes proceedings for the sake of vexation or unjust extortion, he cannot be allowed to shelter himself under the authority of counsel when charged with prostituting to unworthy purposes the process of the Court. It is not, however, very surprising that the plaintiff's counsel should have been anxious to defend the attorney from an imputation which appears to have been undeserved. These attacks are hardly ever made in cases where counsel on the other side have a legitimate opportunity of answering them in the course of the reply. When the defendant's counsel offers no evidence, his speech immediately precedes the judge's summing up, and thus no opportunity is afforded either for the plaintiff's attorney, or for counsel on his behalf, to vindicate his injured character. But to us it appears that this vicious practice ought not to be suffered to continue. If counsel be willing to defend the attorney's reputation, he might surely be allowed to do so, even though he should thereby step beyond the strict line of his peculiar duty. And if the attorney desires personally to vindicate himself, it does seem most unfair to deny him a few moments' hearing for that purpose. It may be quite true that this is after all a matter of no great consequence, for the device of abusing the attorney who has presented an unanswerable case is so familiar, that even a common jury are not likely to be influenced by such means. At the same time, it deserves attention that such attacks are frequently made, and usually left unanswered. Nobody thinks it worth while to waste one word or one moment's time in removing imputations which we nevertheless fear must, by their frequent repitition, exercise a certain influence upon the estimate popularly formed of the attorneys. An upright man, with his hands full of business, will, probably, not bestow a thought upon an attack which he knows cannot do him the least injury with any one whose opinion he regards. But we think that an attorney thus unfairly and unnecessarily assailed owes to the profession generally the duty of at least offering to vindicate his own character; and we think, also, that the presiding judge would do well to allow a brief hearing to such a vindication, even although the proceeding were not strictly regular. Such an interruption would be quite as seasonable as the jokes of some judges, and the platitudes of others. We would, further, venture to suggest that some check might properly be placed on the exuberance of injurious epithets with which the conduct of the plaintiff's attorney is sometimes assailed by counsel. We observe that lately the Chief Justice of the Common Pleas interfered to protect a witness against the violence which is too commonly resorted to by accomplished brow-beaters. This admonition, if repeated a few times, would put down a very unseemly practice, and we think that the attorney, as well as the witness, deserves rather more protection from the court than hitherto he has usually enjoyed.

In a letter in the *Daily News* of the 18th inst., on the subject of "County Courts," we find the following sensible remarks on the identity of professional interests, rightly understood, with those of the community:

"For myself, I confess, that if, by the plan I propose, the interests of the legal profession were likely to be sacrificed, I should pause long before I adopted it.

"The moral and intellectual standard of either the legal adviser or the advocate, can never, in such a state of society as ours, be lowered without inflicting serious injury upon the community at large.

"But will the legal profession be prejudiced by the plan proposed? I think the contrary may be shown.

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"Have the devotees of Westminster-hall ever reflected upon

the vast amount of business now lost to the legal profession, simply because the would-be litigants are deterred from the contest by the delay and the expense which necessarily attend on it? In how many cases is a compromise effected, not because either party is satisfied with it, but because the evils avoided by it are still more intolerable?

"How many just claims are abandoned, because their abandonment is preferable to their prosecution?

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"One tenth part of the inconvenience, expense, and delay attendant upon the instance I have given will deter, and ought to deter, a prudent man from seeking to enforce his rights, or complain of his wrongs; and the members of the legal profession may feel well assured that as long as you compel the would-be plaintiff to have recourse to a distant and necessarily expensive tribunal, you largely diminish the general legal business of the country, and prejudice professional interests, while you are unjust to the suitor.

"'But by the reform proposed, if reform it be, Westminster will not be benefited.'

"I utterly deny it. The county courts will become, if you permit them, tribunals for the determination of disputed facts—and, where the law is not doubtful, for the decision of points of law. They will be resorted to only when more convenient than the superior courts. When legal difficulties are involved, they will be argued by appeal in Westminster-hall, before the superior judges, and by the ablest advocates. I apply myself with confidence to any lawyer, and ask, whether the cases (of comparatively small importance in mere amount) which have hitherto been sent up from the county courts have not been among the most interesting of purely legal inquiries, and the most suitable for argument and decision in Westminster?

"Enlarge, then, the amount of legal business throughout the country, and (reserving the right of appeal on points of law) I doubt not you will increase, instead of diminishing, the practice of Westminster. It is true, that general business will be somewhat differently distributed. It cannot, in any case, be otherwise. New seats of manufactures and commerce have arisen to compete with the capital, even in political importance. In more than one district of Lancashire alone there is a population far exceeding that of London proper. If, by such a state of things, local advocates are created, they cannot be denied admittance to the arena. But, in truth, they must fight at a disadvantage. The metropolis will always command the ablest speakers and the most trained lawyers, for it will reward them most liberally. Do away with the prejudices attending practice in the county court—enlarge its jurisdiction—let the stakes be large, if the litigants desire it, and the contests will be ably conducted.

"Nor in this age of railways is it difficult to obtain in any part of England the services of some of the most able London advocates. Above all, secure by a well-digested system of appeal a final recourse to Westminster, and the legal profession will have no cause in any branch of it to fear a diminution of business.

"I have been writing above of class interests; but those interests are too powerful to be prudently neglected.

"Firmly believing that they can never, in the long run, be different from those of the community, I am yet anxious to conciliate support where I should dread hostility. On the meanest pecuniary calculation, I believe the scheme proposed by me will benefit Westminster-hall. Sure I am that those who love (as I do) even its traditions, and desire to uphold its dignity, should support an effort to secure its popularity by extending its usefulness."

JUSTICE TO THE LORD CHANCELLOR.—The *Times* used to be as remarkable for the correctness of its information as for the ability with which such information was turned to account in its leading articles. But however it may retain its character for cleverness, it certainly is in a fair way of losing its reputation for accuracy. The two recent attacks upon the Lord Chancellor and the Court of Chancery are full of blunders and misrepresentations, which our duty to the profession and to society compels us to expose. "Six years ago," says the *Times* in its leader of Saturday last, "we appointed two additional judges to do what our Lord Chancellor had heretofore (*sic*) done single-handed. The aids have been so vigorous that Lord Cranworth opens a seven weeks' sitting with a list of three appeals. In Chancery he has comparatively nothing to do." Now every one of these allegations is the reverse of the truth. It is not true that the Lords Justices were appointed to do, together with the Lord Chancellor, what had previously been done by Lord Chancellors single-handed. On the contrary, the number of appeals now bears a greater proportion to the number of appellate judges than in the days of Lord Eldon; and so far from its being the fact, that Lord Cranworth had only three appeals in a seven weeks' sitting, and that "so far as his judicial duties are concerned, he is almost as otiose a gentleman as his brother of Lancaster"; the truth is, that from the first day of Michaelmas term last until the opening of Parliament, the Lord Chancellor sat every day that the other equity judges sat, with scarcely any, if one single exception. He frequently sat until after dusk, and on several occasions by candle-light. On the 2nd January, in the short Christmas vacation, he sat with Lord Justice Turner until past seven o'clock in the evening to hear the appeal from the decision of Commissioner Holroyd in *Re The Royal British Bank Ex parte Shore*. Instead of only hearing three appeals during the period to which we allude, he heard thirty-three, and pronounced judgment in thirty-one, many of them causes of great complexity and importance. In this number we do not include patent cases, or other applications which came before the Lord Chancellor directly, nor yet any of those interlocutory applications which are constantly referred to his lordship by the judges of the courts below, when there is any doubt as to the practice or procedure of the Court. It is, moreover, the well-known practice of Lord Cranworth to take home with him all the papers in every heavy case where the evidence is voluminous, and therefore requires pctient investigation; and in such cases as the *Mayor of Berwick* v. *Murray*, and *Broadbent* v. *The Imperial Gas Light Company*, the only wonder has been how he managed in so short a space of time to master the quantity of evidence with which each case was overladen. During the sitting of Parliament, the Lord Chancellor, as a rule—almost without an exception—sits in the Court of Chancery *every* day that he is not engaged judicially in hearing appeals in the House of Lords, or, as he has been recently been, in the Privy Council. The statement of the *Times*, therefore, that after the long vacation he had but three appeals to hear, and, in point of fact, that he has had nothing to do, and does nothing, is as untrue as any statement can possibly be; we venture to affirm, on the contrary, that, since last November, Lord Cranworth has had more to do, and has gone through more intellectual labour than many professional men in England, including barristers of large practice.

Another instance of the gross ignorance of the *Times* as to the facts of the case, on which it so flippantly pronounces judgment, is its description of the process of appeal in the Court of Chancery. It speaks of "the frequent appeals from a Vice-Chancellor to the Lords Justices, from the Lords Justices to the Lord Chancellor, and from the Lord Chancellor to the House of Lords." Now, every tyro of a month's standing in a solicitor's office knows that there is no such thing known, or possible, as an appeal from the Lords Justices to the Lord Chancellor, but that the two courts have generally co-ordinate jurisdiction, and that it is a mere matter of arrangement as to whether the Lords Justices or Lord Chancellor shall, during any particular sitting, take the appeals from the Master of the Rolls or any given Vice-Chancellor. For example, sometimes the Lord Chancellor in Trinity Term, will perhaps take all appeals from Vice-Chancellor Stuart, and the Lords Justices all from Vice-Chancellor Kindersley, and *vice versâ* in Michaelmas Term. But it has been reserved for the *Times* to discover a step in Chancery procedure, which has altogether escaped the observation of the Legislature, the judges, and the legal profession. We certainly now learn, for the first time, that it is possible to appeal to the Chancellor from a decision of the Lords Justices. Another specimen of the ignorance, or intentional unfairness, with which these attacks are conducted, is to be found in the contrast which is made between the judicial labours of Lord Cranworth and such judges as Lord Eldon, &c. "A superstition still survives in England," says the writer, "that a Chancellor is an unhappy State drudge, who vainly toils to keep down a hopelessly accumulating amount of work; that he is like a prisoner condemned to the Spanish pump, when the volume of water running into his cell is rather greater than the highest pitch of muscular exertion can pump out. This is a history of other days—of the days of Eldon, Brougham, and Lyndhurst." The argument is, that Lord Eldon and other chancellors in former days were able to manage without the assistance of Lords Justices, and so ought Lord Cranworth; or, at all events, that one court of appeal should be quite sufficient now as it formerly was, and that, the Lords Justices being appellate judges, the Lord Chancellor has abundance of time on his hands for law reform. But the writer of the paragraph, which we have quoted, must be ignorant of what nine out of every ten ordinary persons of

education are acquainted with, viz:—that in Lord Eldon's time there was only one inferior judge in the Court of Chancery—the Master of the Rolls; and that, therefore, the Lord Chancellor had to hear appeals from only one court, while there are now, in addition to the Master of the Rolls, three Vice-Chancellors; so that *cæteris paribus*, the number of appeals is four-fold what it was in those days. We have no reliable statistics before us, but we have little hesitation in saying that there are now actually ten times as many causes, or matters which formerly would have been causes, heard and decided in the Court of Chancery, as there were in Lord Eldon's time. But even admitting that there has been no greater increase in the business than bears a proportion to the increased number of judges, and assuming the ratio of appeals to remain stationary, yet the increase would be as four to one; and, therefore, the argument of the *Times* proceeds upon an assumption that is wholly and obviously false.

It is also worthy of notice that another marked difference between the state of appeal business at present and in days of yore, is that formerly the list of appeals to be heard was always of great extent, simply because the Lord Chancellor was generally two or three years in arrear, while now the judgment of a court of appeal is commonly pronounced within as many months—and in the case of motions, within as many weeks—after the decision of the court below. Any person who is acquainted with the actual practice of the courts must admit this to be the fact; and a very little consideration will show that where the appellate courts properly discharge the functions and anwer the ends of such tribunals, they will usually be able to hear appeals within a reasonable time after they have been brought—while the facts and the arguments are still fresh in the minds of counsel and solicitors, and before new complications arise in the relations of parties to the suit, or by reason of a change in the parties themselves. A very long list of unheard appeals, therefore, is merely a proof of the inadequacy of the appellate tribunals, or the incompetency of their judges. It is certainly a novel charge against the Lord Chancellor that there are now no arrears of judicial business, the actual amount of business being notoriously much larger than it ever yet has been; but thus it is that accusations which spring from ignorance or malevolence sometimes turn out to be the highest tribute of praise.

So long as the leading articles of the *Times* on legal questions continue to be characterised by an almost incredible amount of ignorance and recklessness of assertion, so long will its random-shot thunderbolts fail to injure anything but the *Times* itself. If it *really* desires to aid in the work of law amendment, it would be certainly well worth its while to gain some little information on the subjects necessary to be discussed.

NEW MASTER OF THE QUEEN'S BENCH.—Lord Campbell stated in court on Feb. 14th, that ten days since a certificate had been laid on the table of the House of Commons, in which the judges of the Court of Queen's Bench certified that it was essentially necessary for the administration of justice that a fifth Master for the court should be appointed. His lordship then said that he had appointed Mr. Henry John Hodgson, of Lincoln's-inn, barrister-at-law, to be the new Master, in the room of the late Master, Mr. Richard Goodrich.

LAW COURTS COMMISSION. — Baron Martin has been added to the Royal Commission for inquiry into the statute and common law courts and the courts of assize, in the room of Baron Alderson, deceased.

VACANCIES AND APPOINTMENTS.—The office of chief clerk of Marylebone Police Court has become vacant by the death of Mr. James Fell.—Mr. C. S. Whitmore, of the Oxford Circuit, has been appointed Judge of the Southwark County Court, in the room of Mr. George Clive, now M.P. for Hereford, who resigned his judgeship before addressing the electors of that city.—Mr. Martley, an eminent barrister, is appointed Chief Commissioner of the Incumbered Estates Court, Ireland, at a salary of £3,000 a-year.

ROYAL BRITISH BANK. — On the 18th inst., counsel applied, by permission, on behalf of Mr. Marcus, for leave to appeal to the House of Lords against the decision of the Lords Justices pronounced on the 19th of December last, whereby they had refused to annul the adjudication in bankruptcy which had been pronounced against the bank. The ground of the application was, that the questions of construction involved in the case as presented to their lordships, were of sufficient difficulty, and considering the magnitude of the interests affected by them, of sufficient importance to warrant the court in giving such leave, according to the power in that behalf given to them in the 18th section of the Bankrupt Law Consolidation Act. It was objected, that after so long a delay, and the important steps which had been taken under the order already pronounced, that order of the court ought not to be appealed from. Their lordships refused the application, being of opinion, that, though if applied for at once or very shortly after the order was pronounced, the leave required would unquestionably have been granted, it ought not, under all the circumstances of the case, to be given after so long a delay; it appearing that Mr. Marcus had given no intimation to any of his opponents of his intention to apply to the court before the 14th instant.

On the 19th instant., there was a meeting for the last examination of the directors of the bank. Mr. Linklater, for the assignees, recommended an adjournment for two months; and added—We are in hopes that before then matters will have so far progressed that we may be able to announce the fact that shareholders are no longer in peril from proceedings of individual creditors. The assignees are desirous of impressing upon creditors the great importance of withholding proceedings against individual shareholders, in order that the general arrangement for compromise may not be frustrated, by depriving us of the funds that would otherwise be subscribed by those shareholders who are willing to do their duty to the general body, but who, in the event of individual proceedings against them, may be driven out of the country or forced to seek protection from this court. The shareholders have now come to the unanimous resolution to raise a sufficient fund for the payment of a composition which is admitted on all hands to be reasonable and fair. We hope that in a very few days the creditors will be called together in order that they may come to such unanimous resolution as will enable the shareholders to carry out this arrangement. It is only upon occasions of this kind that the assignees have the opportunity of expressing to the public how exceedingly important it is that there should be an end of individual process, which can but have the effect of exhausting means that ought to be applicable to the payment of the debts.—Mr. Lawrence: Shareholders should now use their best exertions to carry out the compromise to which the assignees and committee of depositors, as far as they can in their corporate character, and almost without exception in their individual capacity as creditors, have given their consent and are willing to give their co-operation. The proceedings taken by individual creditors against shareholders have had the effect of sending from the country many of those from whom the largest amount of contribution was expected. The creditors as a body have been most considerate and forbearing, and the aggravated and vexatious nature of such actions as have been commenced, arises from the multiplicity of the notices to recover the same debt. In one case, where the debt was originally £46, the creditor, a woman, proved that debt under the bankruptcy and received the dividend of 5s. 6d. in the pound, thereby reducing the balance to about £30. An action was brought against the official manager, and judgment was obtained against him. Executions were levied in three different counties for the purpose of obtaining a return of *nulla bona*, and no less than nine notices were served on nine different shareholders in respect of that wretched fragment of a debt. The costs thereby incurred amounted to at least thrice the sum sought to be recovered, or rather the sum due, for it would be erroneous to say that the attorney was seeking to recover payment of the debt. I wish to impress upon the shareholders for their own sakes the absolute necessity of discarding all personal considerations, and at once assisting the assignees in carrying out a compromise to which they have already given their cordial and ready assent. Creditors, even the most forbearing and most considerate, cannot be expected to abstain from proceeding for an indefinite period, and unless the shareholders will exert themselves to raise a sufficient fund, it is clear that such cases as that I have already mentioned will not be exceptions.

CROSSED CHEQUES.—In the case of *Simmonds* v. *Taylor*, in the Common Pleas this week, the question raised by the action (involving the construction to be put on the recent act relating to drafts on bankers, 19 & 20 Vict. c. 25) was one of great importance to bankers and the public, and was, whether where a customer of a bank crosses a cheque, but before presentment the crossing has been fraudulently obliterated by some person, through whom it is presented at the bank, and it is paid over the counter in the ordinary course of business, the loss falls upon the bank or upon the customer.

The CHIEF JUSTICE said the question was, whether the words of the act which made it obligatory upon a banker to pay a crossed cheque only through a banker had reference to the

time of the drawing of the cheque, or the time of the presentment at the bank. That question he would reserve for the opinion of the Court. On the question of negligence he said that it was a daily occurrence to send cheques and drafts through the post, and the business of the country could not go on unless that was done. Then the jury must say whether every cheque presented at a banker's was to be scrutinised by holding it up to the light to see if it was crossed, as had been suggested. They were to say whether the bank had exercised due and reasonable care in paying this cheque, there being nothing at once visible to the eye on the face of it at the time when it was presented, to show that it had been crossed. The jury found that there was no negligence on either the part of the plaintiff or of the defendant, and a verdict was then entered for the defendant, subject to leave to the plaintiff to move on the point reserved.

Recent Decisions in Chancery.

There are several cases in the books of gifts by will for the benefit of the testator's creditors, where they had previously compromised their legal claims, or where the debts were barred by the statute of limitations. In *Coppin* v. *Coppin*, 2 P. Wms. 291, the testator, who had compounded with his creditors for 10s. in the pound, by his will gave the residue of his estate to a trustee upon trust to pay to the testator's creditors, who had so compounded, the balance without interest. Upon the construction of this bequest, it was held that the compounding creditors, having released their debts, could only claim as voluntary legatees, and had no other title than to legacies in such manner as given by the will. In *Williamson* v. *Naylor*, 3 Y. & C. Exch. 208, the testator had been a member of a partnership which had compounded with its creditors, and he by his will declared that one-fifth of the residue of his personal estate should be divided among such of the creditors of the partnership "as were contained in a schedule (annexed to the will) according to the amount of such creditors' debts, the other creditors of the said concern having been already satisfied" by the testator. The schedule contained the names of the individuals and the firms to which the partnership was indebted, the amount of each debt being set opposite the respective names. The case was further distinguishable from *Coppin* v. *Coppin* by the fact, that there the creditors had released their debts, while here they had not done so. Lord Lyndhurst, sitting in the Exchequer, at the hearing of the cause, was of opinion that this gift was not to be taken as mere voluntary bounty on the part of the testator, but that he meant the money to be applied in satisfaction, or part satisfaction, of those debts, which, though they could not be enforced against him, were still subsisting debts. The creditors, therefore, his lordship held to be entitled strictly as creditors, and not as legatees; and, consequently, there was no lapse of the interest of those who died in the testator's lifetime. When the cause subsequently came on upon further directions, it was argued for the next of kin, that the whole of the creditors' claims depended upon the particular clause in the will, and not on a general revival by the testator of his debts, which were, therefore, not payable out of his general assets. It was not necessary to decide this point; but Baron Alderson, who heard the cause in the Exchequer, coincided with Lord Lyndhurst's view, that it was a devise to pay such persons as should reasonably appear to be the creditors of the partnership at the testator's death. "There are," said his lordship (3 Y. & C. Exch. 215), "a variety of debts mentioned in the schedule as being due to firms, and to the executors of different persons. Obviously, therefore, the schedule refers not to individuals, but debts; it points to the debts, rather than to the persons of the creditors." Both these cases have been discussed very fully in *Philips* v. *Philips*, 3 Hare, 281, which was almost identical with *Williamson* v. *Naylor*, except that the gift included the respective executors and administrators of the creditors. Payment was to be made unto and amongst the several persons who were the testator's creditors at the time he executed a conveyance of his estate and effects for their general benefit, their respective executors and administrators, such payment to be made amongst such persons respectively, their respective executors or administrators, rateably and in proportion to the quantum or amount of the original debt or debts due at the date of the conveyance. Vice-Chancellor Wigram held that the representatives of creditors who died in the lifetime of the testators were entitled to claim, the testator's object being to discharge *pro tanto* his obligations to his creditors, notwithstanding the bar of the statute. The same question substantially was raised in *Turner* v. *Martin*, 5 W. R. 277, where a person had been a member of a partnership which was bankrupt in 1822, and by his will he directed his just debts to be paid, including the unpaid-in-full debts proved on the estate of the bankrupt firm. The executors admitted assets sufficient to pay the amount found due. The Lord Chancellor held that the shares of those creditors who died before the testator did not lapse, but that they were payable to their representatives. It was further held, upon the principle of *Foster* v. *Ley*, 2 Bli. N. C. 259, that, the debts having been barred by the statute of limitations, legacy duty was payable. In such cases as those to which we have been referring, it is generally very difficult to say either that the testator meant simple bounty, or that he intended merely to discharge an obligation. Perhaps the fund should be regarded—as it has been no doubt in some of the cases—as characterised by the mixed motives of the testator, in fixing it with the payment of debts which have been barred or released. In one sense, such a gift must be regarded as bounty, in another as being only the due of its objects.

In *Wolley* v. *Jenkins*, 5 W. R. 281, a very difficult question, and one highly interesting to conveyancers, was discussed at length. Upon a marriage settlement an estate was settled to the use of Mr. J. A. Gordon for life; remainder to the use of Mrs. Gordon, if she survived her husband, to secure a jointure; remainder to the use of other trustees for £500 to raise the arrears of the jointure. There was then a limitation to the original trustees for 2,000 years upon trusts to raise portions for younger children, and subject to the said estates for life and to the said terms, the estate was limited in favour of the issue of the marriage, with an ultimate remainder to Mr. Gordon, the husband, in fee. The settlement also contained a power to the widow at any time after the marriage, by deed or will, to charge £2,000 upon the settled property to be raised after her decease, for the benefit of her own estate, and for that purpose to create a term; and there was also a power to the original trustees during the life of Mr. Gordon, with his consent, and within twenty-one years after his decease with the consent of the persons for the time being entitled to the receipts of the annual rents and profits, to sell or exchange the hereditaments. There was no issue, and Mr. Gordon died, having devised the estate, subject to the subsisting interests of his widow, to trustees upon trust for sale. The question for the court was, whether the trustees of the settlement, or the trustees of the will, were the proper parties to sell. After the very elaborate arguments of counsel, which are epitomised in the report, the Lord Chancellor affirmed the decision of the Master of the Rolls, by which his Honour held that the power to the trustees of the settlement had gone. "On the whole," said the Master of the Rolls, "my opinion is, that the power in the settlement cannot be exercised after the union of the estate for life with the reversion or remainder in fee; that this union, in the present case, took place upon the death of the husband; and that the trustees of the settlement, therefore, ceased to have any right to exercise the power originally vested in them."

In *Borradaile* v. *Smart*, 5 W. R. 271, Vice-Chancellor Wood held that a lessor is not entitled, in the absence of any stipulation to that effect, to insist upon witnessing, by himself or his agent, the execution, by the lessee, of the counterpart of the lease. His Honour, however, appeared to be of opinion that where a practice of that kind existed, as (it was stated) in the case of the Duke of Bedford's estate in London, it might be an implied stipulation.

The first of a flight of cases shortly to be expected upon the complicated provisions of the Succession Duty Act, was decided lately by the Master of the Rolls. Like most modern statutes, the act contains elaborate definitions of the terms employed, and attempts to define, with extreme precision, the persons who shall be considered as predecessors and successors respectively, for the purpose of fixing the rate of duty to be paid. Either intentionally, or otherwise, the language used is such as to admit of the same person being his own predecessor, and, consequently, also successor to himself. For such a case no scale of duty is provided, and one of the points argued in the case of *Re Jenkinson* 5 W. R. 301, was that Sir Charles Jenkinson filled this double character, and that the duty was, therefore, not payable. The facts of the case were shortly these:—Sir Charles Jenkinson, a tenant for life, agreed to pay an annuity to Sir George Jenkinson, who had the remainder in tail, in return for which Sir George charged the remainder with £5,000, to be at the disposal of Sir Charles, and £20,000 to be held on trust for the daughters of Sir Charles. The first question was, whether any duty was payable on the £5,000, which was decided in the negative, on the ground that it was a purchase for money or

money's worth, and, therefore, within the exemption of the 17th section. The other and more knotty point was, who was to be treated as the predecessor of the daughters—their father who had paid the annuity to secure the provision for them, or the relative who had charged it on the family estate. The Master of the Rolls regarded the transaction as a purchase by the tenant for life, and held him to be the grantor, and, as a necessary consequence, the minimum duty of £1 per cent. only was payable.

A case of considerable interest to all who live within the metropolitan district has also been decided by the Master of the Rolls, with respect to the powers of the Board of Works. The plaintiffs in *Stainton* v. *Metropolitan Board of Works*, 5 W. R. 305, were the executors of a gentleman who had spent a vast amount of money in turning a small brook into fish ponds and ornamental waters about his grounds. The Metropolitan Board built a sewer, and tapped the source of the stream which had supplied the pond. The plaintiffs contended, and perhaps proved, that if the sewer had been made water-tight, the ornamental water would not have suffered. The Board of Works maintained that the sewer was a good sewer for drainage purposes, well constructed, and that it fulfilled its purpose all the better for admitting the percolation of the surface and other water. It did not appear that any further inconvenience could arise from caulking the crevices of the sewer where it passed near the plaintiffs' pond than some additional expense; but it was shown that it would be absolutely impossible to adopt the watertight system generally, as the water that leaked through was essential to maintain the flow of the sewer. The question, therefore, resolved itself into this—whether the board could be compelled in a particular case to adopt an exceptional mode of construction for the convenience of the plaintiffs, or whether they were not left to the compensation which was provided for injury under the act in much the same terms as in the Land Clauses Act. A very near approach to a precedent in favour of the plaintiffs was supplied by the case of *Coats* v. *The Clarence Railway Company*, before Lord Lyndhurst, which is reported in 1 Russ. & My. 181. The only difference in principle was, that the bridge in that case was not, like the sewer in this, shown to be properly constructed so far as the purposes of the act were concerned. Upon this distinction the Master of the Rolls founded his judgment, and refused to grant a mandatory injunction to compel the board to adopt an extraordinary mode of construction, solely for the benefit of the plaintiffs.

Holloway v. *Radcliffe*, 5 W. R. 271, deserves a passing notice for the dictum which it contains, to the effect that one of a number of joint legatees of the proceeds of the sale of land cannot, without the concurrence of the rest, elect to take his undivided share as realty. The inconvenience of conflicting elections would be very great if they were to prevent a sale, though no such consideration would arise on the question whether the proceeds should go to the heir or personal representative of the electing legatee. The judgment in the present case, partly founded on the disability of the legatee to elect, and partly on the question of fact as to the election, was in favour of the personal representative.

Stanley v. *Jackman*, 5 W. R. 302, supplies the judicial interpretation of a direction to trustees to settle certain shares of an estate, which was couched in terms not unlikely to recur. The most noteworthy point is, that while the direction to settle contained merely a restriction on the husband's control during the wife's life, the court added the usual clause against anticipation, and (considering the object of the will to be to give as large a dominion to the wife as was consistent with her protection and the rights of her issue), introduced a general power of appointment by will in default of children before the ultimate limitation to the personal representatives of the wife.

One other case (*Re Bodmin Mines*, 5 W. R. 300) we may mention, as illustrating what has more than once been declared, that the court takes no judicial notice of the peculiar mining regulations known as the cost-book system. The Master of the Rolls said that it was competent for the parties to such a mining concern to vary the system as they pleased, and that in the absence of written rules the only way of determining the power of the shareholders and officers was by looking at the ordinary course of their business. In this way the court arrived at the conclusion, that in this particular mine a committee appointed by a general meeting could accept a resignation of shares without insisting on the payment of arrears of calls.

Cases at Common Law specially Interesting to Attorneys.

JOINT-STOCK COMPANIES—LIABILITY OF SHAREHOLDERS.

Peddell v. *Gwynn*; *Gordon* v. *Official Manager of the Sea Assurance Company*, 5 W. R., Exch., 283; *Henderson* v. *The Royal British Bank*, *ib.*, Q.B., 286.

By the two first of the above cases, the opinion of the Court of Exchequer has been elicited upon an important point in reference to the constitution of joint-stock companies, completely registered under 7 & 8 Vict., c. 110—viz., that if such company should accept, by the directors, a bill of exchange, it is no defence to an action thereon brought against the official manager —nor to a *scire facias* against an individual shareholder upon the judgment in such action—that by the deed of settlement, bills of exchange accepted by the directors are to be binding on the company and shareholders, and each of them, to the extent only of the respective shares held by them in the capital stock of the company, *and no further, or otherwise.*

As to the *action*, it is clear that if such a defence were admissible, the shareholders of a company registered under 7 & 8 Vict., c. 110, would be in a different position, in point of liability to third parties, from shareholders of a co-partnership not so registered, but whose affairs are managed by directors. But according to the considered decision of the full court of appeal in Chancery, in the case of *Greenwood*, 23 L. J., N. S., Ch., 966, the position of the two classes of shareholders is the same in this respect; and in neither case can they absolve themselves from the ordinary liabilities of partnership *quoad* third parties (see also the case of *Smith* v. *Hull Glass Company*, 11 C. B. 897, 927.

As to the *scire facias*, the judgment of the Court of Exchequer went upon the well-known principle of law, that, as an answer to proceedings in *scire facias* on a judgment, there can not be set up any matter which might have been pleaded to the action on which that judgment was obtained—a doctrine clearly established in the case of *Bradley* v. *Eyre*, 11 Mee & W. 432, and *Philips* v. *Lord Egremont*, 6, Q. B., 587.

In the last case (*Henderson* v. *The Royal British Bank*), the Court of Queen's Bench (in consultation and concurrence with the judges of the other courts) gave judgment upon another point of much interest, in connection with joint-stock companies. Judgment had been recovered against the bank (established under 7 & 8 Vict., c. 113), and the present application to the court was for leave to issue execution against one of the shareholders for the amount of such judgment; and his answer was, that he had been induced to become a shareholder by *the fraud of the manager and directors*; that he did not discover the fraud till after the bank had stopped payment; and that, on such discovery, he had disclaimed being a shareholder, and claimed to prove in the Bankruptcy Court, as a creditor in respect of the money he had paid for his shares. It was, however, unanimously determined that this was no answer to the present application; and that to allow the shareholder, after having become a partner, and received dividends till the bank stopped payment, to say he had been defrauded and would no longer be a shareholder, and so get rid of his liability to third parties, would be "monstrous injustice." The rule as prayed for was therefore made absolute.

ATTORNEY—TOWN CLERK—PARLIAMENTARY BUSINESS—REMUNERATION.

Morgan v. *Corporation of Birmingham*, 5 W. R., Ex., 291.

This was an action brought by the plaintiff, an attorney, to recover certain costs incurred while town clerk of the borough of B. The action (together with all other claims of the plaintiff) had been referred to a barrister, who, before making his award, requested the advice of the court as to the following question:—It appeared that in 1846, one Mr. Bray was town clerk of the borough; and while holding such office, a committee of the council, which had been appointed for that purpose, reported that the professional (as distinct from the routine) business "appurtenant to the office of town clerk," consisted of "parliamentary proceedings," perusing the daily votes of the House of Commons, and watching the bills likely to affect the interests of the borough, and also of business directed by the council and various committees, of conveyancing, prosecuting, and defending suits at law and in equity, and of other general business. And it was resolved, in consequence of this and other parts of their report, that the town clerk should for the future be paid by a salary of £800 for all business, "routine and appurtenant to the office," including all professional business ordered by the

mayor, council, or committee—but exclusive of money out of pocket. In August, 1852, Mr. Bray resigned; and previously to the appointment of his successor, it was determined by a resolution of the council, referring to, and grounded on, the above report, and on a subsequent report on the same subject, that a salary of £500 should be given for "all business, routine and appurtenant to the office, exclusive of money out of pocket," but that there should be also given a distinct allowance of £300 to cover the salaries of clerks, who (in consequence of business arising from the Improvement Act of 1851), would have to be engaged by any future town clerk. The plaintiff was subsequently appointed town clerk, and received the above salary and allowance, and continued in his office till October, 1854, when he resigned; and in February, 1855, delivered (with other claims) certain bills of costs for "parliamentary business performed by order of the council" in 1854 and 1855, to the amount of £800 and upwards. The items of these bills consisted of attendances in council and on committees, journeys to London, and correspondence in respect of certain local bills affecting the town. The plaintiff was paid his expenses out of pocket. The question for the opinion of the court was, whether the plaintiff was entitled to make such charges.

The court said that the plaintiff had accepted office under an appointment referring to a document in which the duties were specified; that part of those duties were "parliamentary proceedings;" that the matters now charged for were covered by that expression; and that he had failed to show any contract, express or implied, to be paid any sum in addition to the salary of the office.

Some of the observations of the Chief Baron, in delivering judgment, are worthy of remark. They are as follows:—"Some stress has been laid upon the fact of the plaintiff being an attorney, and that he may have had other business than that connected with the duties of his office. I am not aware that a town-clerk may not have business of his own. The case does not find whether that was so in this instance. But if it were, that an attorney undertook to perform the business appurtenant to the office of town-clerk, in the same way that he would undertake any other business that he might be retained or employed to transact for an ordinary client, I think that fact would have a material bearing upon the question of whether the salary excluded remuneration for any particular service."

Attorney—Advocate—Privileged Communication.

Brown v. *Foster* 5 W. R., Ex., 292.

The real question in this case, which is of the utmost importance, not only to the barrister, but also to the attorney, in reference to his duty in those tribunals in which he can practice as an advocate, is how far he may or ought to disclose to the court any circumstance, the knowledge of which he has acquired in consequence of his being engaged as advocate for the party against whom it is to be used.

The action was for malicious prosecution, and the defence was a justification by reason of the embezzlement of the plaintiff when in the employ of the defendant as clerk. There had been two examinations before the magistrate in reference to the alleged embezzlement, at both of which the clerk was represented by E., a barrister. On the first of these, the day and cash-books were put in by the prosecutor, to show that a certain sum of money, which had been paid to the clerk, had not been entered by him in due course. The clerk was liberated on bail; and at the second examination before the magistrate, E. pointed out an entry which exonerated the clerk, and he was then discharged, and commenced the above action for malicious prosecution. At the trial of this action, it was suggested by the counsel for the defendant, that the entry in question had been made by the plaintiff between the first and second examinations before the magistrate. On this the judge (the late Chief Justice of the Common Pleas), after consulting Mr. Justice Cresswell, examined E. as to the condition of the book when in his hands as the plaintiff's counsel at the first examination before the magistrate. E. swore there was then no entry of the sum in question. Hereupon, the jury returned a verdict for the defendant, which it was now sought to set aside, on the ground that the evidence by E. should not have been received.

The judges (Pollock, C. B., and Barons Martin and Watson) refused to disturb the verdict, and seemed to entertain no doubt that if E. knew as a matter of fact, that the entry was made subsequent to the remand, he was bound, on being questioned, to disclose the truth, without reference to what effect his so doing might have upon his former client's interest; for that (in the case before the court) the inquiry in which such information was given related to a different matter, and was between different parties; the case in which E. had been retained had been determined; the fact to which E. was asked to depose he could not, in any sense, be said to have acquired the knowledge of through any privileged communication, for the book in question was put in evidence by the prosecutor, and was before the magistrate.

The Court also intimated that no words of reprobation would be too strong as regarded the conduct of E., if it was necessary to believe that, when he pointed out the entry to the magistrate on the second occasion, he was aware that it was not in the book when he first examined it. But "it was just possible," said Mr. Baron Watson, "that E. did not, at the time he used the book, recollect that on the former occasion the entry was wanting, and may only have discovered afterwards that he had been deceived."

Correspondence.

DUBLIN.

(*From our own Correspondent.*)

The columns of the Dublin daily papers have been for nearly a week past, to a great extent, occupied by reports of two extraordinary trials that have been proceeding in the Queen's Bench and the Common Pleas respectively. These trials have arisen out of a somewhat complicated series of occurrences and letters; and the parties to them are the same in both actions, although in different characters. Mr. Arthur Smith, a solicitor in extensive practice in the city of Waterford, figured as plaintiff in the first action, and as defendant in the second; his adversary in both being Sir Benjamin Morris, Knt., also a resident in Waterford. These actions excited an amount of interest, both in legal circles and among the public, which is rarely equalled; and, as may be supposed, all the first men at the Common Law Bar, including Messrs. Brewster, Fitzgibbon, Whiteside, McDonough, and other Queen's Counsel, were arrayed on one side or the other. The action first tried was that of

Smith *v.* Morris (C. P.),

in which Mr. Smith sought to recover damages for a libel penned by Sir Benjamin Morris upon the back of a cheque drawn by the latter upon the National Bank for a sum of money, being the amount of debt and costs in an action brought against him by certain clients of Mr. Smith. While paying the amount, Sir Benjamin gave vent to his feelings by endorsing on the cheque a statement to the effect that such payment was rendered necessary through fraud and perjury. As the only affidavit made in connection with the proceeding had been made by Mr. Smith, that gentleman very naturally came to the conclusion that those words conveyed an imputation on his character, and he accordingly brought this action. A vast amount of evidence was given on various collateral issues, to which it is not necessary to refer. The only point deserving of mention is one that, more than anything else, seemed to influence the minds of the jurors against Mr. Smith. On his own admission he had opened an envelope, enclosing a bill, which was lying at the bank, sealed up, and addressed to Lady Morris; his attempted justification for that act being, that, as solicitor for the Waterford branch of the bank, he was interested in discovering some alleged forgeries that had been committed, and that he was thus justified in opening any document in the custody of the bank. It will be seen that, in the opinion of the Lord Chief Justice, the excuse was not a valid one, as the motive was really a wish, by comparison of handwriting, to obtain evidence that could be made available in the cross action. In summing up, his lordship observed, that no one could doubt that by "perjury" in the words of the libel, was meant wilful and corrupt false swearing; and it was admitted that the endorsement on the cheque was aimed at Mr. Smith. It was his (the Lord Chief Justice's) duty to tell them that that was a libel, and being so that they must find a verdict for the plaintiff. His lordship then proceeded to detail the circumstances at length, and afterwards referred to the letter-opening. He could not agree that Mr. Smith was justified in doing that. He was not there to make strong observations, and he would only say that this was a question for Mr. Smith's own conscience; but to justify it on the ground of a desire to detect a forgery was all nonsense, for it was never acted upon. It was clearly, to his mind, a mode of obtaining proof of Lady Morris's handwriting, to further the other case then ripening; and he thought it was a means which ought not to have been resorted to. He then left it to the jury to say what amount of

damages should be given for this charge of perjury made against an attorney, and which was not attempted to be justified. After an absence of three minutes from the box, the jury returned with a verdict for the plaintiff—*Sixpence* damages.

SIR B. MORRIS & WIFE *v.* SMITH (Q. B.)

This was the other action for libel before referred to; and, involving a greater array of facts and correspondence, it occupied a longer time, and excited even more interest than the last. For five entire days was the court occupied in the investigation of a number of facts, most of them of little public importance, although more or less material to the question at issue. Briefly, the action arose out of the proceedings undertaken by Mr. Smith as attorney for some other persons who were aggrieved by certain anonymous letters said to have been written by Lady Morris. Mr. Smith's letter to a local journal—the libel on which this action was founded—contained certainly some very strong expressions impeaching the character of both Sir Benjamin and Lady Morris, and directly conveying a charge of forgery, and an insinuation that other and worse practices could be proved against Lady Morris. The pleas of justification put in by Mr. Smith opened, of course, a wide field of inquiry, and, among other questions, whether Lady Morris had really been guilty of the malpractices laid to her charge. A vast number of witnesses were examined on both sides, and Lady Morris emphatically negatived all the charges made against her. After a protracted inquiry, enlivened by some brilliant speeches of counsel, the Lord Chief Justice charged the jury, and they retired for half-an-hour; and, on their return, handed in their verdict, finding that the justification was not proved, and assessing for the plaintiffs £1,000 damages.

INCUMBERED ESTATES COURT.

It will be remembered that on the summary dismissal of Mr. Baron Richards from the senior commissionership, two courses were open to the Government—the appointment of a commissioner to transact the vast arrear of business in the vacant chamber, or else such new arrangements as might enable the two remaining commissioners to take up that business in addition to their own. The latter course would, however, have involved changes amounting to an entire reconstruction of the court, and would necessarily have occasioned very great delay, and consequent injury to a multitude of suitors. From the recent statement made by the Lord Chancellor in the House of Lords, it appears that the appointment of a successor to Mr. Baron Richards has been at length resolved on. The legal profession and the general public regard the question of the choice of this judicial officer with very great interest. On the selection of a competent man very much depends; and the nomination of one who does not possess the extensive legal knowledge and the practical ability required for the post would be regarded as a permanent injury to a system which has, on the whole, worked most beneficially for Ireland. Rumour has for the last two days given the commissionership to a learned gentleman whose practice at the bar is exceedingly limited, but who has been a reliable supporter of the Government in the Commons House, and has, therefore, undoubted claims to promotion. Let it not be supposed that legal offices are bestowed in Ireland as they have lately been bestowed in England. In deference to public opinion, the central Government places on the bench at Westminster Hall men of high reputation, large practice, and acknowledged ability. In Ireland, on the contrary, promotion in the majority of instances goes by religious tenets and parliamentary services.

The extensive influence which the Incumbered Estates Court possesses over the entire landed system of Ireland, becomes daily more apparent. It is a difficult matter to find a purchaser for any property, large or small, unless the advantage, so highly appreciated by buyers, of a "parliamentary title," can be guaranteed. Advertisements daily appear in the public journals of sums of money to lend on mortgage; and it is a rare occurrence to find the "incumbered estates title" *not* required by the proposed lender. It is not surprising, therefore, that Lord Cranworth states, as his opinion, that the Incumbered Estates Court should be made a permanent institution of this country. Under the present act the court will come to a close somewhere about the end of July, 1858.

It appears from a return (dated 13th February) that the total number of petitions presented in the Incumbered Estates Court is 4,048; the total amount realised by the sales up to the present time is £19,626,177 : 17 : 8.

THE ATTORNEYS AND THE BAR.

A correspondence appears in the Dublin journals on a subject which may be denominated a standing difficulty—the non-attendance of counsel in courts in which they have accepted briefs. It might have been hoped that the admirable example set by the leading equity counsel in London would have been followed elsewhere, and that Queen's Counsel would, ere this, have ceased to accept briefs without a reasonable expectation of appearing when the cases are called on. It seems, however, that for some reason or other the unsatisfactory practice not only prevails, but promises to endure, of each leader going into all the courts, and, consequently, attending properly to his business in none of them.

The correspondence alluded to is between the Incorporated Law Society, represented by its secretary, and Sir Thos. Staples, Bart., the senior member of the Irish Bar, and, for such purposes, its representative. The first letter states that the council, impelled by a sense of public duty, on former occasions complained, and now with more reason complains, of the evils arising from the absence of counsel, and that strong observations have been made by the Lord Chief Justice, showing the necessity for some regulation securing the more regular attendance of counsel. The answer of Sir T. Staples on behalf of the Bar is a most unsatisfactory document. It states that the remedy for the inconvenience complained of rests with the solicitors themselves, and that the bar as a body cannot interfere. It also states that no regulation of the kind proposed has been adopted by the English Common Law Bar, and that no further step can be taken with reference to the subject. A more fallacious comparison could not have been instituted than that attempted by the representative of the Irish Bar. It is well known that not more than half-a-dozen leading counsel in Dublin confine themselves to the courts of equity—the others accept briefs in all the courts. As some ten or twelve courts are sitting daily, it may well be imagined that the greatest public inconvenience results from this indiscriminate acceptance of briefs: the exception is to find counsel ready when a case is called on. Ubiquity is by no means a characteristic of even the most eminent *Nisi Prius* advocates. The only remedy will be for the common law leaders to follow the example of the leaders at Lincoln's Inn, and choose one court. Why an expedient so simple and efficacious, and which has already proved so satisfactory to counsel and to suitors, should be regarded with abhorrence by the English Common Law Bar, and by the entire Bar of Ireland, it is difficult to comprehend.

LAW AND LAWYERS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Permit me, as a country practitioner, to express through you my gratification at the bold career of law reform upon which the Attorney-General has entered, and my concurrence in the views which you have taken of our true policy and duty at this crisis.

It has been the fault of legal publications in general that they address the members of the profession as having rights and interests distinct from and conflicting with those of the community at large. We have been exhorted to agitate against the certificate duty—against the abolition of copyholds and of ecclesiastical courts—to claim compensation for the loss of every petty office and department of business—in short, to do battle for every abuse by which we are supposed to profit. We have been represented as rightfully endowed with the emoluments of an existing system, however vicious, and to some, in virtue of special offices, are ascribed privileges which can be compared to nothing but letters of marque. A disguise is, of course, thrown over the argument to make it decent, but this is its real import. Nothing can be more unjust—nothing more degrading to the profession which it is meant to serve.

In opposition to all this you rightly contend that it is the highest interest of the profession to be in harmony with the wants and feelings of the community; and that to this end every member of it should be mindful that lawyers were made for mankind, and not mankind for the lawyers. There is an analogy in principle between the solicitor and the surgeon in their relations to the public, and it would be well if there were a closer analogy in practice. As a man ought not to have more physic, so he ought not to have more law, than his case requires. Does the surgeon assert a vested interest in disease? Does he claim compensation for the loss of small pox by the enforcement of vaccination? No; he knows that his art will be resorted to in proportion to the evils it can remedy or relieve. So the only basis on which the rights of the solicitor should

stand is his usefulness—in his trusty counsels and welcome help in the exigencies of civil life. It is only thus that he can occupy that honourable place in the estimation of his neighbours for which he is generally qualified by talents and education. And how is it that he too frequently does not?—that an amiable character and intellectual attainments do not exempt him from ignoble suspicion, from many a shrug of distrust? It is because the law itself has not commanded the respect of the people—so whimsical and mysterious have been its rules and processes, and so burdensome its expenses; and because too many lawyers have been so miserably short-sighted as to resist the improvements which the times require. Selfishness is almost always short-sighted, and it is so in this case. For I feel convinced that not only our higher interest—namely, our honour and influence—but also that lower interest to which our advocates too often appeal—namely, our pecuniary advantage—will ever be advanced exactly in proportion as it is brought into accord with the general interests of society.

Experience abundantly shows that the more legal processes are simplified, and the delay and expense of them diminished, the better reason has the lawyer to rejoice with his client. Every country practitioner—conversant as he is with the lesser and most numerous transactions—can tell the prodigious impulse afforded to Chancery business by the improvement of the procedure and to conveyancing by the abolition of the lease for a year, the reduction of the stamp duty, and the encouragement given to short deeds. He can now effect three conveyancing transactions at less cost to his client, and more profit to himself, than two before; and he has now three comparatively contented, instead of two murmuring clients. He can now permit his clients to resort to Chancery for the construction of a will or the remedy of a defect, instead of depending, as heretofore, on clumsy compromises and indemnities.

The country practitioners, who are beginning to be alarmed at the prospect of a registration of titles, are startled at a shadow. No matter what form the amendment of conveyancing practice may assume—if it do but facilitate and cheapen transfers—it must be a benefit to them. I do not expect that conveyancing will be deprived of its scientific character, and that we shall be reduced to be the drudges of a mechanical routine; and so long as science shall be requisite, there need be no fear that proficiency will ever be without employment. In the numerous minor transactions with which we are conversant, the circuitous and expensive processes of conveyancing are never observed. They are guarded against by special contracts or general understanding. We are generally content with a *primâ facie* legal estate and a moral assurance of title. Not one title in a thousand is disputed; not one contract in 500 is required to be enforced *ad invitum*; time quickly supplies a presumption as strong as proof; and therefore the array of attested copies, registers, inspections, covenants, and affidavits which technical routine prescribes are boldly dispensed with. We are compelled to adopt this course by stress of economy. The transaction must be accomplished for a trifle, or not at all. The responsibility we thus incur is often onerous, and always unfair—because, so far from receiving a premium for the risk, it is incurred for the very purpose of diminishing our emolument. Under an improved system we may hope to avoid this risk, and to provide our clients with unexceptionable titles at an expense which shall not discourage the smallest transaction. From this will result an increase of business which must redound both to our credit and advantage.

I would, however, suggest to our law societies in London and the provinces that they should urge upon the framers of the new measures the expediency of consulting, upon their details, country solicitors, who are familiar with the operation of the law upon the numerous class of yeomen and shopkeepers. The project for a general registration of deeds elaborated four years ago was framed in total ignorance of country practice, and of the large proportion (not less than four-fifths) which sales and mortgages under £500 bear to the whole; and no sooner was it confronted with this fact than it collapsed, and was most properly abandoned.

Your obedient servant,

Feb. 9. LEX ET GREX.

REGISTRATION OF PARTNERSHIP.

To the Editor of THE SOLICITORS JOURNAL & REPORTER.

SIR,—Lord Brougham said, at the interview with Lord Palmerston on the 30th ultimo, in speaking of the registration of partnerships, that it might be said to be in some degree connected with the question of limited liability. Although this is not noticed in your report of his lordship's address, yet, as the opinion was expressed in the hearing of a large number of delegates, I am anxious to correct the prejudicial effect upon an important question, which this, as it appears to me, erroneous view of his lordship is calculated to produce. That the registration of private partnerships is quite distinct from, and independent of, the limited liability question, will, I think, be clear when the objects of registration are understood. They are twofold—first, to enable persons about to deal with a firm to judge of its trustworthiness; and, second, to enable those who desire to enforce by legal proceedings claims against a firm, to know how to frame the legal process, as a firm cannot be sued in the superior courts in England, unless in the process be stated the Christian and surnames of every partner, and hence the chief necessity for registration; so that, if limited liability had never been mooted, the reasons for the registration would be precisely the same, and of as much strength as now they are. Moreover, the law already admits of partnerships of limited liability, under certain conditions—one of which is, that the partners' names, and certain other particulars, shall be registered; and whether this principle be extended, or be kept within its present bounds, the reasons for a registration of private partnerships will remain the same, and the registration of such partnerships would not affect the argument for or against the principle of limited liability. Let no one, therefore, hesitate to sanction the principle of a registration of the names of partners constituting trading firms, from a fear that it is a sanction of this principle.

I observe, in your last number, a long letter in recommendation of the superintendent registrars of births, marriages, and deaths being made the local officers of the new testamentary courts, and that reference is made to the Manchester scheme for making these officers the registrars for partnerships. The writer of that letter is evidently intimately acquainted with the duties of superintendent registrars, but he does not make out to my mind any case for their selection. I will mention one objection: they are *parochial* officers, and in each city or borough there may be, and generally are, several parishes. In Birmingham there are three parishes, and three superintendent registrars; and if these gentlemen were to be the registrars for partnerships, or for wills, three searches might have to be made instead of one in every case. This consideration, I think, must, to every impartial person, be a sufficient condemnation of such a selection. The fitness of the registrar of joint-stock companies for a similar office for private partnerships does not depend alone on his superiority to the superintendent registrars of births, &c. Many good reasons exist independently of this comparison, but which it is not necessary here to state.

I am, &c., your obedient servant,

Birmingham, Feb. 10. ARTHUR RYLAND.

To the EDITOR *of* THE SOLICITORS' JOURNAL & REPORTER.

SIR,—A point of considerable importance to the profession has arisen in practice, upon which I am anxious to elicit the opinion of your readers. Recently, on sale of a reversionary interest, I obtained and furnished certain statutory declarations, as evidence of the vendor's identity, &c.; but the purchaser's legal advisers objected to accept them, because they had been made before commissioners to administer oaths in Chancery, as they had not power, it was contended, to take declarations; on the other hand, I submitted that, inasmuch as, from time out of mind, masters extra in Chancery, before the passing of the act of 6 & 7 Will. 4, c. 62, had taken voluntary oaths, such masters had power to take voluntary declarations, and that the act of 16 & 17 Vict. c. 78, only changed the name of such officers to "commissioners;" besides which it is specially provided by that act, that the commissioners should discharge such duties, and have such powers, &c., as by "usage in that behalf or otherwise" they had previously.

I am, your obedient servant,

26, New Broad-st., City. G. R. DODD.

Feb. 6, 1857.

Review.

An Introduction to the Principles and Practice of Pleading in Civil Actions, &c. By WATKIN WILLIAMS, Esq., Barrister-at-law. Butterworths.

The "science of special pleading" is as extinct as are any of the grim Saurians at Sydenham. Its existence, indeed, was but a brief one, for he who called it into action still lives to mourn its decay. Some forty years ago a young pleader had occasion, in

the pursuit of a somewhat extensive practice of his art, to ponder over the law of pleading as it then lay scattered through "the books;" and his habit of mind led him to endeavour to deduce from the decisions he found, general rules for future use. Our investigator discovered that these points, apparently unconnected, and emanating, through the course of centuries, from very different men, were yet connected in this—that they resulted from the application of certain fixed principles to different combinations of circumstances. By slow degrees, these principles emerged under his research, and they appeared well defined, consistent with each other, and fit, in short, to become the foundation of a scientific study. The inquirer, we need hardly tell our youngest reader, was Mr. Serjeant Stephen; and the system he laid down was that which is to be found in his "Treatise on the Principles of Pleading in Civil Actions."

Had we more space at our command, it would not be difficult to point out how rudely these rules have been disturbed by the framers of the Common Law Procedure Act of 1852; but a few instances are all that can be here attempted. Thus, the very first of them—viz., that "after the declaration, the parties must at each stage demur or plead"—is no longer fully in force; for, says 15 & 16 Vict. c. 76, s. 80, "either party may, by leave of the court or of a judge, plead and demur to the same pleading at the same time," &c. Then fell with a stroke of the Commissioners' pen the whole fabric of "special," as distinguished from "general" demurrers—a distinction in which the Serjeant naturally revelled. The "special" traverse, indeed, had even in his time fallen in great measure into disuse, and might, he hints, be dispensed with, without much loss to the general system. But the most important inroads on the pleading of his day, are those which infringe upon the rules he lays down as tending "to produce certainty or particularity in the issue." It cannot now be said with any of that universality of application which is essential to a fundamental proposition, that "pleadings must have certainty of place or time;" that they must "specify quality, quantity, or value," or "names;" or that they must show "title," or "authority." The wide rule that "whatever is alleged in pleading must be alleged with certainty," is now liable to qualifications and exceptions which did not exist when it was first propounded—and the same may be said of most of the other canons which the Serjeant so industriously collected, and so lucidly explained. And we do not hesitate to say that the change—while it has tended to diminish the length and, therefore, the expense of pleadings, and, above all, the risk of ultimate failure in the action commenced, and must, consequently, be hailed as a blessing by that portion of the public whose vocation it is to sue and be sued—has entirely destroyed the symmetry of special pleading; and its professors have become empirics, more or less successful, instead of being graduates in an art governed by fixed laws and scientific principles. It may be true that to draw a plea or a declaration as much care as ever is required—nay, perhaps, as much skill—but the care is with a different object, and the skill is of a different kind. It is no longer sought to adapt fixed principles to ever-varying complications of facts, but the sole endeavour is to satisfy the mind of Mr. Justice A. or Mr. Baron B. that the pleading expresses in intelligible language, and without violating the recognised meaning of any term of art, the cause of action or of defence relied upon; and so that the true controversy between the parties may be determined in the existing suit.

We have been led to these reflections by the "Introduction to the Principles and Practice of Pleading in Civil Actions," which has recently been published by Mr. Watkin Williams; and we examined the work with much curiosity to see what the author would make of his emasculated subject. Our curiosity, however, was doomed to remain unsatisfied, for it appears that the present volume is an instalment only of the entire work. It treats of the proceedings generally in and incidental to an action, and not of the principles on which the mutual allegations between the parties to the suit should be framed with regard to the law as it now stands. It is, in short, an extended edition only of the first chapter of its celebrated predecessor, which, as our readers may remember, is entitled "Of the Proceedings in an Action from its Commencement to its Termination," and forms a model which all the recent writers on the subject of an action at law have freely imitated.

Upon the whole, nevertheless, we have been much pleased with Mr. Williams. We honour greatly patient industry and original thinking whenever we discover their traces. And the volume before us bears ample evidence that its author spared neither research nor meditation before he appeared in print. His plan is an extensive one, if viewed merely as an introduction to the principal task he has undertaken. He sketches the rise and progress of the three superior courts of law and their several jurisdictions; explains how the ancient methods of procedure gradually took the form of those now in use; and then he takes the reader rapidly through the different steps of an action, from the issuing of the writ of summons down to its termination. All this, indeed, has been done before; but it is here neatly re-cast, and our only objection to the execution of this part of the volume is, that it has been worked up too much in detail for the purposes of the student, while it is far too slender to be available in practice: in fact, it displays too openly the process of its construction. We have the result of a young man's reading for his profession, a species of commonplace book under the head of "Action at Law," which is most satisfactory as a voucher of the industrious student, but is scarcely fit to be given to the world at large. The nature of Mr. Williams's present volume, therefore, will sufficiently account for our abstaining from any detailed commentary upon its contents. We find no fault (as the general rule) either with the matter or the style of the author. He appears to us to have read up his subject well, to have thoroughly made up his mind what he wanted to say, and to have been able to express his meaning with precision. The occasional *want of keeping* (in artistic phrase) which is perceptible, arises chiefly from his anxiety to tell us all he knows; for, of course, all the points he has studied do not possess an equal degree of interest to his readers.

As a specimen of the manner in which Mr. Williams handles his theme we will instance the divisions he gives of actions. Scorning to abandon to its fate the ancient learning upon this subject, which (so far as regarded the distinction between real and mixed actions) had become somewhat hazy even so long ago as 1825, when Roscoe wrote his Treatise upon actions relating to real property, he entangles himself in a needless refinement in reference to the present action of ejectment. At page 42, he says:—"This action is now in general a real action only; but in actions by landlord against tenant it is a mixed action, and in this case the jury may award damages for the profits during the time that the tenant wrongfully held possession."

Of this distinction, however, we cannot approve. We apprehend, that to consider the present action as connected in any way with the ancient lore above alluded to, would only breed confusion in the mind of the student. When Mr. Williams chooses to call it a "real" action, merely because by the judgment the court adjudges the plaintiff to be entitled to the premises he claims, we think a mischievous attempt is made to adapt the creation of modern convenience to a classification which was the result of technicalities long since exploded. The present action cannot claim the slightest relationship with the remedies given under the name of real actions in the books, lacking, as it does, their various incidents of "original writs," "essoigns," "grand and *petit* capes," and the like. And this truth the student ought to know *in limine*, and not to be left to find it out for himself after much unnecessary trouble. Indeed, we are disposed to cavil at Mr. Williams's own law here; for the form of ejectment, superseded by the Common Law Procedure Act of 1852, though denominated a "mixed" action by 3 & 4 Will. 4, c. 27, and stated by Mr. Williams to be so considered immediately before the passage we have quoted, was, in its form, a species of the personal action of trespass, as explained in works of authority. And another of our author's positions in the same part of his work is, we think, open to question. He classes *detinue* and *assumpsit* both as actions of contract, whereas both of them seem technically founded on *tort*. As to the first, indeed, we apprehend there can be little doubt, although it is enumerated by Chitty as an action *ex contractu*. The injury on which it is founded is the *detention* of the chattel, not necessarily the breach of any contract between the owner and the person to whom the possession has passed; and accordingly it is so classed by Mr. Serjeant Stephen in the third volume of his Commentaries, p. 452. And as to *assumpsit*, it is properly a form only of trespass on the case (see Steph. Pl., p. 42, 4th edit.), although no doubt often treated as a separate class.

We believe that Mr. Williams will feel obliged to us for these observations, for they will show him that his work has been examined in no careless spirit, but with a thorough appreciation of its aim and pretensions. Neither will he take amiss from us an exhortation to use still greater diligence, and to bestow still closer consideration on the remainder of his work, and before he lays down principles for the new system of pleading. It is on the execution of this part of his undertaking that his reputation must ultimately depend. For what he has already performed he can, at best, only hope to receive the praise of a successful compiler from works already before the profession. If

he would emulate the fame of Stephen, he must produce the same results as he did. To any *discoverer*, in whatever art or science, the world cheerfully pays homage; and Wöhler could not more truly claim that name, when he drew his *aluminium* from the clayey compound in his crucible, than the Serjeant, when he deduced out of his mental alembic the hidden principles of pleading, which the "year-books," and the "digests," and the "abridgments" of his library held, in combination with an infinite amount of dross. Let Mr. Williams perform a similar feat, and he will receive the same reward.

Law Amendment Society.

CONSULS AND CONSULAR DUTIES.

A meeting was held on Saturday at the rooms of this Society, under the direction of the Mercantile Law Committee of the United Kingdom, to hear a paper read by E. U. A. Tuson, Esq., Chancellor of the Austrian consulate in London.

Lord BROUGHAM took the chair; the audience included Mr. W. Ewart, M.P., Mr. Headlam, M.P., Mr. Hadfield, M.P., Mr. W. Hawes, and Mr. Pitt Taylor.

The paper opened with an explanation of the word "consul"—traced the history of the consular office from the days of Lucius Junius, when it was first established, to the present time—recited all the acts of the British Parliament relating to and regulating the duties of consuls, explaining their several provisions by an elaborate detail of their marginal notes, and described the intention and effect of all orders in council upon the subject. Passing from this historical review, the writer proceeded to notice certain defects in our own consular system, the most prominent of which were an inequality of power and authority in different consulates; the appointment of persons to the office, especially in the Levant, who were engaged in commerce, and who frequently used their official character as a means of extending their private trade, occasionally in a very unfair and oppressive manner; and the appointment of persons ignorant of consular duties, and of the circumstances and peculiarities of the countries to which they are accredited. He suggested that the powers of the British consul should in all cases be defined by treaty, similar to the treaties by which the powers and authority of the United States consuls in France, Belgium, and other nations, were defined; that a proper code of instructions and regulations should be laid down to which British consuls in every part of the world should be required to conform; that no person engaged in mercantile or other trading pursuits, or any naval or military officer, should be eligible to the office; that a system of *élèves* should be introduced, and that from these *élèves*, a certain number of whom should be attached to each consulate for instruction, the consular agents and consuls should in future be selected according to the ability displayed; and he recommended that in no case should the salary attaching to the office of consular agent be lower than £200 a year.

The CHAIRMAN expressed the obligation of the members to Mr. Tuson for his instructive paper, but observed that he had been under the impression that consuls were not now permitted to engage in trading transactions on their own account. The education of consuls, as suggested by Mr. Tuson, was a matter of high importance.

Mr. TUSON said that in many foreign ports, particularly in the Levant, the consular representatives of Great Britain were still traders, and the dignity and influence of the office suffered in consequence. In reply to a question, he subsequently added, that the salaries of these persons did not in many instances exceed £70 a year.

Mr. W. EWART moved the thanks of the meeting to the lecturer, and that the subject be referred to the Mercantile Law Committee. In doing so he gave it as his opinion that the consular representatives of Great Britain should in all cases be Englishmen. He believed that it was the practice both with France and America to appoint none but their own subjects as consuls. He perfectly concurred in the recommendation as to the appointment of *élèves*.

The motion was seconded by Mr. HEADLAM, who, as chairman of the Mercantile Law Committee, remarked that the changes suggested, in the propriety of which he fully concurred, were such as might be carried into effect by the executive government without any alteration of the law.

The resolution was carried unanimously, and after some further remarks the meeting broke up.

Metropolitan and Provincial Law Association.

MEETING OF COMMITTEE.

A meeting of the Managing Committee was held on Wednesday, the 18th instant, when the Secretary reported a letter received from Ireland, stating that the profession there experienced considerable difficulty in protecting their interests, owing to their distance from the seat of legislation; and that, with the concurrence of the Chairman, he had opened a communication with an influential body of solicitors in that country, with a view to establish arrangements for friendly co-operation and assistance in matters of mutual interest.

A report of the Assistant-Secretary on the Bankruptcy Laws and their Administration, was read. It referred to some of the chief evils in the working of the present system, and after noticing suggestions as to the direction in which reform might be sought, concluded by recommending the appointment of a sub-committee to confer with a committee of the Law Amendment Society, who are now considering the subject. A sub-committee was accordingly appointed, to consider the report, and to represent the committee in relation to the subject of bankruptcy, in conference with the Law Amendment Society.

Letters complaining of the arbitrary interference of the Treasury in the taxation of costs on criminal prosecutions were read, the consideration of which had been postponed by the committee, while the new scale of equity costs was unsettled; and it was resolved that further inquiries be made, with a view to action, on the part of the committee, for the protection of the profession.

The following law bills, recently introduced into Parliament, were brought up and referred for consideration:—Judgments Execution, &c., Imprisonment for Debt, Vexatious Litigation Prevention, Probates and Letters of Administration, Divorce and Matrimonial Causes, Property of Married Women, and Judicial Statistics.

The following address has been issued to the provincial members of the committee and the local law societies:—

ADDRESS OF COMMITTEE.

The committee desire to bring under the notice of the association some of the subjects which appear likely to engage the attention of Parliament during the next few months; and they hope that this programme, suggestive of future proceedings, may secure from the members such assistance as will enable them, by means of the association, to give an effective expression of opinion upon the following matters:—

TRANSFER OF LAND.—The Royal Commission appointed, on the recommendation of a Select Committee of the House of Commons in 1853, to consider the subject of registration of title, with reference to facilitating the sale and transfer of land, have not yet made a report; but from the speech at Aylesbury of the Attorney-General, a distinguished member of the commission, it may be inferred that they have determined on a scheme which is to be shaped into a legislative measure, and brought forward in the ensuing session.

When the details of the scheme are made public, they must receive the earnest attention of the association; and the committee would forewarn their fellow members, that if the plan shadowed forth in the report of the Select Committee of the House of Commons (printed Aug. 5, 1853), and in the Attorney-General's speech before referred to, should be adopted, it will involve a total subversion of existing conveyancing practice; and it will be essential that the profession should be unanimous in demanding that such a change should be accompanied by an alteration in the present system of professional remuneration—at any rate, so far as it is applicable to conveyancing practice.

The members of the association are aware how objectionable to the whole profession is the present system of remuneration as applied to Chancery business. The efforts of the association have long been directed to its improvement, and the committee would refer particularly to their sixth circular issued 19th July, 1855, in which the whole subject is fully dealt with.

The committee are of opinion, however, that this matter of remuneration for Chancery business is really insignificant in comparison with the importance of the great change now proposed. By the new scheme, the legal ownership of land is to be evidenced, and its transfer to purchasers and mortgagees effected, much in the same way as is now done with reference to stock or shares, leaving *beneficial interests* to be dealt with as such interests in stock or shares are now dealt with; some register, also, of legal ownership is to be established, and probably some plan of granting

parliamentary titles superadded, after the manner of the Encumbered Estates Court in Ireland. Now, if this plan is adopted, and the present mode of remuneration is allowed to remain, the measure will prove most destructive to all those who depend mainly upon their conveyancing practice. The rules of law as they prevail at present, declare, in substance, that the profession shall be remunerated, not on the basis of the skill displayed, and the responsibility incurred in the transaction of any business, but on the length of the documents prepared. The effect of the proposed scheme will be to shorten conveyances so materially as to destroy the present mode of remuneration; and it will be necessary, therefore, for the profession to take care that another system is introduced, by which the practitioner shall be paid, not according to the length or multiplicity of written forms, but according to the measure of skill and labour required, and the responsibility incurred.

ECCLESIASTICAL.—The committee, in their annual report for the year 1853, refer to the striking unanimity of opinion which has so long prevailed, with respect to the expediency of introducing certain changes in that branch of jurisprudence at present administered in the Ecclesiastical Courts. All have arrived at the conclusion that the needed reform in matters testamentary, to be efficient, must provide for the total abolition of the Ecclesiastical, Peculiar, and Manorial Courts, the extinction of the doctrine of *bona notabilia*, and the destruction of the monopoly at present enjoyed by the advocates and proctors in Doctors' Commons. At this point, however, unanimity of opinion ceases. When the nature and functions of the new tribunal or tribunals to be henceforward intrusted with testamentary jurisdiction are considered, the most irreconcilable opinions are expressed. A very general opinion, indeed, appears to prevail, that any court on which testamentary jurisdiction is to be conferred, should be one of universal jurisdiction, and should be empowered to grant probate of wills of real as well as of personal estate; and that, in certain cases, probates and letters of administration should be granted by local tribunals. On other points, however, great difference of opinion exists. Many contend that no new court should be established at all, but that all testamentary jurisdiction should be transferred to the superior courts of common law and the county courts. Some seem anxious to attach the whole of this jurisdiction to the Court of Chancery; others again recommend the establishment of a new court of common law, with a single judge and with common law procedure; while the Lord Chancellor, in his new bill for amending the law relating to probates and letters of administration, proposes a new court common law, to be presided over by a Chancery judge. The Lord Chancellor's measure must not, however, be thus summarily disposed of; and the following outline of its provisions may, perhaps, enable the profession to judge whether it is likely to prove satisfactory. It provides for the establishment of a new court, to be called the Court of Probate, which is to have all jurisdiction in relation to the granting of probates and letters of administration, now exercised by any Ecclesiastical, Peculiar, or Manorial Courts in England, and over which one of the Vice-Chancellors is to preside, assisted by the clerks and officers now employed in the Prerogative Court of Canterbury. The new court is to have, throughout England, the same powers, and to observe the same procedure, as the Prerogative Court of Canterbury; but power is given to direct issues on any question of fact, to be tried in the courts of common law in the same manner as an issue may now be directed by the Court of Chancery. The proctors are to retain the monopoly of the common form business, while the contentious business is to be thrown open to solicitors and attorneys, who, together with proctors and advocates, are to have the right of practising in the new court. With regard to wills bequeathing property up to £1,500, it is proposed that, if uncontested, they should be proved in district courts, but if contested, they should be proved in London. Wills which dispose of personal property under £200, and of real property under £300, are to be decided on by the county courts.

The committee refrain from expressing any positive opinion upon the measure at present. They are apprehensive, however, that it will not be found generally satisfactory; and they will state the reasons upon which they found that opinion when the bill has reached a subsequent stage.

COMMERCIAL LAW.—The committee, in alluding to commercial law, would express an earnest hope that the Legislature will, without delay, take into consideration the subject of our bankruptcy laws and their administration, the chief evils of which are, their want of uniformity, and the multiplicity of courts which take cognisance of the same matters; the expenses of administration; the irregularity of attendance at court on the part of the commissioners and registrars; the formalism with which many operations of the court are encumbered; the inadequate nature of the punishments awarded to fraudulent bankrupts; and the unsatisfactory nature of the present system of appeal.

The present state of the law for winding-up insolvent companies is creating wide-spread dissatisfaction among the profession and the public; and the committee would urge upon the members the necessity of devising some plan with a view to prevent that discreditable conflict of jurisdictions recently exhibited in the case of the Royal British Bank. With the observations of Lord Justice Knight Bruce the committee cordially agree:—

"It is to be hoped that the Legislature will take steps to prevent the recurrence of conflicts and complications such as the proceedings before us exhibit and portend; miserable conflicts, distressing complications, characterised by the grave frivolity, the costly uselessness, the sickening delay in which chicanery rejoices; conflicts and complications which must embitter the anxiety, and add weight to the oppression of sufferers under nefariously conducted schemes, such as the thing ironically called the Royal British Bank; conflicts and complications which to a civilised people are nationally discreditable, and in a governed country ought not to be possible."

PARTNERSHIP.—The registration of partners in private partnerships is also a question of great moment. At present there is no mode of ascertaining who are partners in a firm. Some firms comprise many partners, but are represented by one name. There are others with the words "and Co.," containing several partners; and there are others with that addition, yet having no partners at all. Mr. Ryland, in his paper read at Liverpool, suggests that every private partnership should be required to send to the registrar of joint-stock companies the name and residence of every member of the partnership, and the particulars of every change in the members, and that the non-registry may be pleaded, and shall be a good plea in bar, to any action at the suit of the partnership. The committee might usefully lay the views of the association on this matter before Parliament, in case the law of partnership should be discussed, as it probably will be, in the approaching session. Members are, therefore, invited to communicate their opinion touching this subject.

CONSOLIDATION OF THE STATUTE LAW.—The important subject of the consolidation of the statute law should receive attention on the part of the association. Something has undoubtedly been done, and bills for consolidating the statute law relating to indictable offences have been printed, and will be presented during the session. This is, however, but a very small portion of the work to be accomplished. No plan can be accepted as efficient or satisfactory which does not provide for the annually increasing acts of Parliament, as well as for existing statutes; and it would be greatly conducive to the public convenience if the Statute Law Commissioners should select those subjects for consolidation which are most urgently requiring the interference of Parliament. The committee cannot but express their regret and disappointment that so little progress has been made; and they think that more effectual means for attaining the desired object—the consolidation of the present and a periodical consolidation of future statutes—should be forthwith adopted.

CRIMINAL LAW—PUBLIC PROSECUTORS.—Among those questions affecting the interests of the country practitioner, that of the appointment of public prosecutors, which arose at the aggregate meeting at Liverpool, on the reading of a paper by Mr. C. A. Smith, Secretary to the Justices' Clerks Society, is most important. The scheme recommended in the report of the committee of the House of Commons is the appointment of district prosecutors, with a staff of agents—a scheme which presents objections most formidable.

The intervention of a public officer, irresponsible to the suitor, to perform functions which are now entrusted by the client to his own legal adviser, who would have no motive for exertion beyond a sense of duty; the dislike with which juries regard prosecutions conducted by the Government; the unfavorable feelings and opinions generally entertained towards Government functionaries—feelings and opinions which might be excited so as to prevent the services of a prosecutor being beneficial to the public; the enormous patronage that would be at the disposal of the Government, and the further consideration as to how that patronage would be likely to be exercised; the fact that cases sometimes arise where prosecutions have to be instituted *against* the servants of the Executive (police-officers, for instance, for excess of duty)—cases which it would not be desirable to intrust to a regularly appointed

Government official; the heavy annual expenditure; the important fact that where respectable attorneys are employed, prosecutions are, as a rule, well and satisfactorily conducted under the existing system;—all these considerations constitute so many serious objections against the proposal put forth in the report of the House of Commons, that the committee are decidedly of opinion, that the appointment of public prosecutors upon the plan suggested, would be productive of injury, instead of benefit, to the administration of justice.

The committee are aware that *some* prosecutions do undoubtedly fail, either on account of the absence of proper preliminary proceedings, or through the non-existence of sufficient evidence to support the case; they think, however, that this evil is to be traced to the fact, that respectable and competent attorneys avoid undertaking prosecutions because they frequently impose a loss or inadequate remuneration; and they are of opinion that the simplest and most effective remedy would be to pay the attorney fairly, in order that he may be induced to do the work properly.

The committee regret to find that the opposite course is now being systematically adopted by the Government.

Government taxing officers—men who are unrecognised by the law or by custom—are now going round to every assize town throughout the kingdom, to tax counsel's and attorneys' fees, and to reduce allowances to constables and witnesses to the lowest possible figure, upon the plea, that, the costs being paid out of the consolidated fund, Government has a right to superintend the taxation of those costs. The functions of the established officers, the clerks of arraigns at assizes, and the clerks of the peace at sessions, are superseded, and their scale of allowances set aside. The result of this proceeding is, that respectable attorneys, as a rule, avoid criminal business, which, therefore, frequently falls into incompetent hands.

The committee entertain a strong and decided opinion, that free competition, and adequate remuneration, will secure the due and proper administration of the criminal law, by making it worth the while of able attorneys to undertake criminal business, and that the present evils are owing to a parsimony, unfair to the practitioner, and injurious to the public.

The committee, in concluding this address, would urge upon the profession the necessity of forming and expressing an opinion upon the subjects here referred to; and they also hope that the interest excited by the meeting at Liverpool may not be permitted to pass away without leading to a considerable accession of members. They would, therefore, suggest that local meetings be summoned during the present assizes, first of all, to consider, and report to the committee upon this address, and then to take immediate steps for increasing the number of subscribers, and consequently the resources of the association, without which it is obvious that the exertions of the committee, however great, must fall short of the objects to which they are directed.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, Feb. 13.

RIGHTS OF MARRIED WOMEN.

Lord BROUGHAM called the attention of the House to the question of the right of property of married women. He reminded the House that he had some time since presented a petition to their lordships from upwards of 2,000 married women, complaining of the state of the law upon this subject. Amongst the names of those signing the petition were many women who earned their bread by daily labour, many who adorned the literature of this country. By the law of England every penny which these women earned was the property of their husbands. His lordship cited several instances of the present working of the law. The evil being then apparent, the question arose as to the remedy. The general opinion was in favour of one course—viz, to do that for those who were without a settlement which was done for those who died without a will. If a man died without a will, the law made a will for him, directing how the property should go amongst the next of kin; so where people married without a settlement, it was proposed that the law should make a settlement for them. This was the law in the greater part of the United States of America; it had answered most perfectly. The French law made a provision for meeting the case of an evil-doing husband, and upon this another remedy was suggested by some. By the French law the wife could obtain an *autorisation*, which operated as a stop-order, restraining the husband and his creditors from interfering with the property of the wife. There was nothing that he could add to these facts. He should, therefore, move three resolutions. First, that the law ought to be amended; secondly, that the wife ought to have the entirety of her property; and, thirdly, that until the second resolution could be carried out, or if it could not be carried out, the French system of the *autorisation* should be imported into our law.

Lord GRANVILLE said that he assumed that the noble lord did not intend to press his resolutions, for the time was not yet ripe for committing the House to any opinion. He was quite ready to admit that the existing state of the law was the cause of many difficulties in the position of married women; but great difference of opinion existed as to the means of meeting the difficulty. At the same time, he trusted that something practical might be done in the present session.

Lord CAMPBELL was ready at that moment to affirm that the law relating to married women ought to be reformed. In truth, its present state was barbarous. But from the proposition in favour of settlement by operation of law he entirely dissented, as he thought it would lead to constant domestic quarrels. He moved the adjournment of the debate to this day six weeks.

After a few words in reply from Lord Brougham, Lord Campbell's motion was agreed to.

Monday, Feb. 16.

JUDICIAL STATISTICS.

Lord BROUGHAM laid on the table a bill, the object of which was to facilitate the collection of judicial statistics. His lordship observed that the want of such statutes was greatly felt in this country, while all over the continent, and even in Naples, some provision was made for their collection. The bill he now presented was exceedingly short, and he hoped before the second reading the schedules which had undergone revision, correction, and improvement by the Law Amendment Society, would be perfected.

The LORD CHANCELLOR said that some account of the business done in the various courts would be very desirable. He thought the subject deserving of consideration.

LAW OF LIBEL.

Lord CAMPBELL presented a petition praying for an alteration of the law respecting the right of publishing *bonâ fide* reports of meetings in which speakers had stated matters which were slanderous. Their lordships were no doubt aware that a recent case (*Davison* v. *Duncan*) had been heard and decided by him and his brethren, in which the publisher of a paper had been found liable in respect of a report in a newspaper of a meeting, at which meeting a speaker had used language amounting to a libel on a third party. But while as a judge he had given his judgment on the law, as a legislator it was his right to express his opinion as to what the law ought to be. He reminded their lordships that many years since he had introduced a measure for the protection of the press in respect to *bonâ fide* reports of debates in that or the other House. It certainly seemed to him a monstrous thing that the publisher of a paper should be mulcted for merely giving, with no malicious intention, a report of a statement made in that House. So far as the proceedings of the two Houses were concerned, he should at that moment consider most favourably any proposition similar to the measure which had formerly been introduced into Parliament. And with regard to public meetings, he was not prepared to say that the right of publication might not be advantageously extended under certain limitations and restrictions; but it was most preposterous to suppose that the judges sitting on the bench should seek to change the law of England. That he hoped they would never attempt to do. [See *infra*, *Feb.* 19.]

Tuesday, Feb. 17.

CONSOLIDATION OF THE STATUTES.

In reply to a question from Lord Brougham,

The LORD CHANCELLOR said it was his intention at an early day in this or the following week to lay upon the table seven bills, forming a complete consolidation of criminal offences, which the Statute Law Commission had been engaged during the recess in preparing. Those bills had been prepared before the end of last session, and in their then state they were laid upon the table of the House, but they applied in part to England, and in part to England and Ireland; but it was found that, after they had been corrected by Irish lawyers, they would, thus altered, be but incongruous measures, and that it would be better to have two sets of bills. He proposed to lay those bills on the table, and then he would state in some detail exactly what had been done, and what was being done, by the commission.

Thursday, Feb. 19.

LAW OF LIBEL.

Lord CAMPBELL gave notice that on Thursday, 26th February, he would move for a select committee to inquire whether the privileges at present accorded to reports of proceedings in courts of justice might not be extended to reports of the proceedings in the two houses of Parliament; and whether, also, they might not be extended to reports of public meetings and assemblages; and, if so, under what restrictions.

HOUSE OF COMMONS,

Friday, Feb. 13.

STATUTE LAW COMMISSION.

On a motion of Lord PALMERSTON, Mr. Baines, Sir J. Graham, Mr. Walpole, the Attorney-General, Sir F. Thesiger, Mr. Dunlop, Mr. Henley, Mr. Hughes, Sir W. Heathcote, Sir F. Kelly, Lord Stanley, Mr. Locke King, Mr. Napier, Mr. Evelyn Denison, and Mr. W. Ewart were appointed a committee on the Statute Law Commission.

Monday, Feb. 16.

DEPARTMENT OF PUBLIC JUSTICE.

Lord CASTLEROSSE appeared at the bar with the following message from her Majesty:—"I have received your address on the subject of the establishment of a department of public justice, and shall give directions that the subject shall receive the attentive consideration which its importance demands."

ECCLESIASTICAL COMMISSION.

Sir G. GREY, in reply to a question of Lord R. CECIL, whether it was his intention to bring in any bill for the purpose of giving effect to recommendations of the committee which sat last session on the Ecclesiastical Commission, said that a bill upon the subject had been prepared, and on Monday next he would give notice of the day of its introduction.

ADMINISTRATION OF JUSTICE.

Mr. M'MAHON asked whether the commission for inquiring into the Administration of Justice would make a report in time to found a measure thereon this session?

Sir G. GREY answered that the commission was now sitting, but he could not say when it would make its report.

EXPULSION OF JAMES SADLEIR.

Mr. FITZGERALD moved a resolution to the effect that Mr. James Sadleir having been charged with frauds, and not having obeyed an order of the House commanding him to attend in his place on the 24th of July last, and being a fugitive from justice, should be expelled from the House.

Sir F. THESIGER approved of the resolution, but contended that the facts brought forward by Mr. Roebuck towards the close of last session were sufficient to have warranted his expulsion at that time.

Mr. ROEBUCK, Mr. WHITESIDE, Sir G. GREY, and other members having briefly spoken, the motion was agreed to.

Tuesday, Feb. 17.

PUBLIC PROSECUTOR.

Mr. J. G. PHILLIMORE rose to ask whether it was the intention of her Majesty's Ministers to bring forward any measure founded on the report of the committee of last session on the appointment of a public prosecutor.

The SOLICITOR-GENERAL said that the subject had been for some time under the consideration of Government. The question was one of the greatest difficulty, and the Government were not at present prepared to bring in a bill.

Wednesday, Feb. 18.

JUDGMENTS EXECUTION BILL.

Petitions in favour of the bill were presented from the Society of Mutual Communication for the Protection of Trade; The Bristol Chamber of Commerce; The Guardian Society of Liverpool; and on the 19th from the Guardian Society for the Protection of Trade, Glasgow.

Thursday, Feb. 19.

On the motion of Mr. CRAUFORD, that the House go into committee on this bill,

Mr. HUGHES moved to defer the committee for six months, on the ground, that the effect of this measure would be that a creditor having obtained an English judgment might, just before the expiration of the six years, send a memorandum to Ireland and have a right of execution during another six years in that country, although he could have no such remedy in the county where he had recovered.

Colonel FRENCH seconded the amendment.

Mr. HADFIELD supported the bill.

Mr. WHITESIDE said, that the law of judgments had been investigated by a committee a few months ago, and they stated in their report that the law of judgment in Ireland required to be reconsidered, but that recommendation had never been complied with. He would recommend the hon. and learned gentleman either to postpone his bill until the new department of justice was established, or to refer it to the Attorney-General for Ireland, who was bound to bring in a bill to remedy the law of judgments in Ireland in conformity with the recommendation of the select committee.

Mr. WARREN regarded the measure as one to secure the uniform administration of the law throughout the United Kingdom. A judgment was simply the deliberate declaration of the court that the plaintiff ought to recover a certain sum of money due to him by the defendant. That declaration could not be made behind the back of the defendant. The object of the bill was with industrious care to put a judgment of the courts of the three kingdoms on the same footing.

Mr. NAPIER said that his objection was, that the remedy was worse than the disease. By the first clause a judgment fifteen or twenty years old, which could not be enforced in the kingdom in which it was obtained, might be transferred by memorial to another kingdom, and execution issued upon it without any notice to the person affected by it. Again, if a person issued execution for more than the amount due to him, if he "overmarked" it, he was now liable to an action; but by this bill if a man "overmarked" an execution in Ireland, obtained by means of an English or Scotch judgment, the person against whom it was issued would have no remedy unless he took proceedings in England or Scotland. That difficulty had been felt by the select committee which sat on a bill upon this subject in 1854, and they had, therefore, confined the operation of that bill to judgments obtained in adverse suits. He suggested that wherever there had been an adjudication upon a demand, and the debtor was not resident in the kingdom were such adjudication had been obtained, a specified copy of the adjudication should be sent to the country in which the debtor resided, and an affidavit made of the amount due, upon which a judge should, if he thought proper, make an order, and that order by a recent law would become a rule of court.

Mr. ROEBUCK said there was no doubt that all laws in a civilised country similar to each other ought to have the same effect in every part of that country, but the bill was not founded upon that principle; on the contrary, it gave the same effect to different laws. The law of Scotland was that the court of session was the *commune forum* of all persons residing abroad, and they were summoned to it by citation at the Market-cross of Edinburgh, and at the pier and shore of Leith. When a man who resided abroad possessed only movable property in Scotland the process of "arrestment" was resorted to; a letter was directed to the supposed debtor and put into a box; he heard nothing of it: and if this bill became law, the first notice he would have of the proceedings would be, that some one would issue execution against him in London. To that execution he would have no answer.

The LORD-ADVOCATE said that the present bill merely carried into effect the principle unanimously recognised by the committee of 1854. Effect was given to a foreign judgment in every civilised country, and he thought the time had now come to make a judgment obtained in one of these three kingdoms available in the other two. The only question was whether they ought to continue to treat the three kingdoms as foreign kingdoms? He thought they ought not. The fact that actions were not very often brought upon English judgments in Irish courts proved that a measure of this kind was necessary, as creditors preferred losing their debts to bringing two or three separate actions for them.

Mr. SPOONER objected to the bill on the ground that it would open the door to fraud, by enabling dormant judgments to be put in force without notice.

The House divided, when the numbers were—for going into into committee 127, against it 80, majority 47; the House accordingly resolved into committee.

Mr. H. HUGHES suggested that the present committee should be adjourned for a week, in order that hon. members having amendments should place them on the printed paper, and thus make the House acquainted with them before their consideration. Several amendments of the measure had been suggested to him by one of the Irish judges.

Mr. CRAUFURD acceded to the proposition.

After a brief discussion the House resumed, the committee having been postponed till another day.

Private Bills before Parliament.

SESSION, 1857.—LIST OF APPLICATIONS FOR PRIVATE BILLS.

NAME OR SHORT TITLE FOR VOTES AND PROCEEDINGS.

Those Bills marked with an (*) are waiting for decision by the Select Committee on Standing Orders.

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
1. Aberdeen Junction Ry. ...	...	...	...	...	...	...
2. Aberdeen, Peterhead, and Fraserburgh Railway	Feb. 4	Reject	ed by	S. O. C	ommit	tee
3. Aldershot Railway	Feb. 12	Feb. 16	...	...	...	...
4. Alva Parish.....	Feb. 13	Feb. 16	...	...	...	...
5. Andover Canal Sale	Feb. 6	Feb. 9	...	...	...	...
6. Atlantic Telegraph Co.....	Feb. 10	Feb. 11	Feb. 16	...	...	...
7. Australian Agricultural Co.	Feb. 10	Feb. 11	Feb. 16	...	...	...
8. Backwater Bridge & Road.	Feb. 17	Feb. 19	...	...	...	...
9. Bagenalstown and Wexford Railway	Feb. 10	Feb. 11	...	...	...	...
10. Bank of London & National Provincial Ins. Ass.....	Feb. 10	Feb. 12	...	...	...	...
11. Banff, Macduff, & Turriff Extension Railway	Feb. 16	Feb. 17	...	...	...	...
12. Banff, Portsoy, and Strathisla Railway.....	Feb. 12	Feb. 13	Feb. 18	...	...	...
13. Bathgate, Airdrie, & Coatbridge Railway.....	Feb. 4	Feb. 5	Feb. 10	...	...	...
14. Bedale and Leyburn Ry....	Feb. 9	Feb. 10	Feb. 16	...	...	...
*15. Belfast Improvement	Feb. 12	...	...	...	...	...
16. Berkeley, Dursley, &c., Turnpike Trust.	...	...	...	...	...	...
17. Besselsleigh Road	Feb. 13	Feb. 18	...	...	...	...
18. Birkenhead District Gas and Water.....	...	...	...	...	...	...
19. Birkenhead Docks (Construction)	Feb. 4	Feb. 5	Feb. 11	...	...	...
20. Birkenhead Docks (Management).....	Feb. 4	Feb. 5	Feb. 11	...	...	...
21. Birkenhead, Lancashire, & Cheshire Junction, & Gt. Western Railway Cos.....	Withd	rawn				
22. Birkenhead, Lancashire, & Cheshire Junction Ry. ...	Feb. 4	Feb. 5	Feb. 10	...	...	...
23. Blackburn Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
24. Blyth and Tyne Railway...	Feb. 5	Feb. 6	Feb. 11	...	...	...
25. Border Counties Railway..	Struck	off the	list of	Petitio	ns	
26. Bourne and Essendine Ry..	Feb. 16	Feb. 17	...	...	...	...
27. Bridgewater Markets and Fairs	Feb. 16	Feb. 17	...	...	...	...
28. Brighton, Hove, & Preston Constant Service Water...	Feb. 4	Feb. 5	Feb. 10	...	...	...
29. Bristol, South Wales, and Southampton Union Ry...	Feb. 5	Feb. 6	Feb. 13	...	...	...
30. British and Irish Grand Junction Railway	Feb. 18	Feb. 19	...	...	...	...
31. Briton Ferry Docks	Feb. 9	Feb. 10	Feb. 16	...	...	...
32. Burial of the Dead within the City and Liberties of London	Feb. 6	Feb. 9	...	...	...	...
33. Burslem and Tunstall Gas..	Feb. 5	Feb. 6	Feb. 11	...	...	...
34. Bury Gas.....	Feb. 11	Feb. 12	Feb. 17	...	...	...
35. Calcutta and South-Eastern Railway Company	Feb. 10	Feb. 11	...	...	...	...
36. Caledonian Railway (Lines to Granton)	Feb. 5	Feb. 6	Feb. 11	...	...	...
*37. Caledonian Railway (Running Powers).....	Feb. 16	...	...	...	...	...
38. Cannock Mineral Ry. (No. 1)	Feb. 9	Feb. 16	Feb. 16	...	...	...
39. Cannock Mineral Railway (No. 2)	Feb. 16	Feb. 17	...	...	...	...
40. Cardigan Markets and Improvements	Feb. 6	Feb. 9	Feb. 16	...	...	...
41. Carlisle and Hawick Ry. ...	Feb. 4	Feb. 5	Feb. 10	...	...	...
42. Carlisle, Liddisdale, and Hawick Railway	Withd	rawn				
43. Charing-cross Bridge	Feb. 13	Feb. 16	...	...	...	...
44. Chatham District Water...	Feb. 12	Feb. 13	Feb. 18	...	...	...
45. Chepstow Gas.....	Feb. 13	Feb. 16	...	...	...	...
46. Chester Water	Feb. 4	Feb. 5	Feb. 17	...	...	...
47. Clifton Railway.....	...	...	...	...	...	...
48. Clyde Navigation	Feb. 4	...	...	...	...	...
49. Colne and Bradford Ry ...	...	...	...	...	...	...
50. Coniston Railway	Feb. 16	Feb. 18	...	...	...	...
51. Conway Valley Railway ...	...	...	...	...	...	...
52. Cork and Bandon Railway	Feb. 5	Feb. 6	Feb. 12	...	...	...
53. Cork and Youghal Railway	Feb. 13	Feb. 16	...	...	...	...
54. Cork Consumers' Gas	...	...	...	...	...	...
55. Cork Gas.....	Feb. 9	Feb. 10	Feb. 16	...	...	...
56. Cornwall Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
57. Cwm Amman Railway.....	Feb. 6	Feb. 9	...	...	...	...
58. Dartmouth & Torbay Ry...	Feb. 17	Feb. 19	...	...	...	...
*59. Deeside Extension Ry.....	Feb. 17	...	...	...	...	...
60. Dexthorpe Turnpike Trust	...	...	...	...	...	...
61. Doncaster & Wakefield Ry.	Feb. 17	Feb. 18	...	...	...	...
62. Dorset Central Railway ...	Feb. 5	Feb. 6	Feb. 11	...	...	...
63. Dublin and Meath Railway	...	...	...	...	...	...
64. Dublin & Wicklow Ry.....	Feb. 5	Feb. 6	Feb. 11	...	...	...
65. Dumbarton Water, &c.....	Feb. 4	Feb. 5	Feb. 10	...	...	...
*66. Dundalk & Enniskillen Ry.	Feb. 10	...	...	...	...	...
67. Eastern Bengal Ry. Co. ...	...	...	...	...	...	...
68. Eastern Counties Railway..	Feb. 4	...	...	...	...	...
69. East Kent Railway (Extension to Dover)	Feb. 4	Feb. 5	Feb. 10	...	...	...
70. East Kent Railway (Strood to St. Mary's Cray, &c.)....	Feb. 4	Feb. 19	...	...	...	...
71. East Somerset Railway ...	Feb. 11	Feb. 12	Feb. 17	...	...	...
72. East Suffolk Railway	Feb. 19	...	...	...	...	...
73. Edinburgh, Perth, & Dundee, and Scottish Central Railway Companies.....	Feb. 12	Feb. 16	...	...	...	...
74. Electric Telegraph Co.....	Feb. 5	Feb. 6	Feb. 11			
75. Elie Harbour.....	Feb. 6	Feb. 9	Feb. 16	...	...	...
76. Ely Tidal Harbour & Ry...	Feb. 4	Feb. 5	Feb. 10	...	...	...
77. Ely Valley Railway.....	Feb. 5	Feb. 6	Feb. 11	...	...	...
78. European and Indian Junction Telegraph Co.	Feb. 16	Feb. 17	...	...	...	...
79. Exeter and Exmouth Ry...	Feb. 4	Feb. 5	Feb. 10	...	...	...
80. Fife and Kinross Railway .	Feb. 5	Feb. 6	Feb. 11	...	...	...
81. Finsbury Park	Feb. 4	Feb. 19	...	...	...	...
82. Fiskerton Drainage	Feb. 17	Feb. 18	...	...	...	...
83. Formartine & Buchan Ry..	Feb. 4	Reject	ed by	S. O. C	ommit	tee
84. Forth & Clyde Junc. Ry....	Feb. 13	Feb. 16	...	...	...	...
85. Fownhope and Holme Lacy Bridge	Feb. 13	Feb. 16	...	...	...	...
*86. Fraserburgh Harbour	Feb. 6	...	...	...	...	...
87. Glasgow City & Suburban Gas.....	Feb. 4	Feb. 5	Feb. 10	...	...	...
88. Glasgow Gas	Feb. 4	Feb. 5	Feb. 10	...	...	...
89. Great Northern & Western of Ireland Railway	Feb. 4	Feb. 19	...	...	...	...
90. Great Southern & Western Extension Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
91. Great Southern & Western Railway (Capital).....	Feb. 5	Feb. 6	Feb. 11	...	...	...
92. Great Western and Brentford Railway.....	Feb. 5	Feb. 6	Feb. 11	...	...	...
93. Gt. Yarmouth Britannia Pier	Feb. 4	Feb. 5	Feb. 10	...	...	...
94. Great Yarmouth Water ...	...	...	...	...	...	...
95. Guildford Gas.....	Feb. 10	Feb. 11	Feb. 16	...	...	...
96. Guildford Water	Feb. 13	Feb. 16	...	...	...	...
97. Hamilton & Strathaven Ry.	Feb. 13	Feb. 16	...	...	...	...
98. Hartlepool Extension and Headland Improvement...	Feb. 4	Feb. 6	Feb. 11	Withd	rawn	
99. Haslingden and Todmorden Roads	Feb. 6	Feb. 9	Feb. 16	...	...	...
100. Hereford Cathedral Restoration	Feb. 5	Feb. 6	Withd	rawn	...	...
101. Herne Bay & Faversham Ry.	Feb. 6	Feb. 9	Feb. 16	...	...	...
102. Hull and Hornsea Ry	...	...	...	...	...	...
103. Imp. Continental Gas Ass..	...	...	...	...	...	...
104. Inverness & Nairn Ry.....	Feb. 4	Feb. 5	Feb. 10	...	...	...
105. Ipswich Water	Feb. 18	Feb. 19	...	...	...	...
106. Islington Parish.....	Feb. 4	Feb. 19	...	...	...	...
*107. Keith & Dufftown Ry.....	Feb. 12	...	...	...	...	...
108. Kidsgrove Market.....	Feb. 4	Feb. 5	Feb. 10	...	...	...
109. Kidsgrove Market, Town Hall, &c.....	Feb. 5	Feb. 9	Feb. 16	...	...	...
110. Kinross-shire Railway.....	Feb. 5	Feb. 6	Feb. 11	...	...	...
111. Lancaster and Carlisle and Ingleton Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
112. Landport and Southsea Improvement	Feb. 9	Feb. 10	Feb. 16	...	...	...
113. Langport, Somerton, and Castle Cary Roads	Feb. 4	Feb. 9	...	...	...	...
114. Leslie Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
115. Lewes & Uckfield Railway	Feb. 4	Feb. 5	Feb. 11	...	...	...
116. Liverpl. & Birkenhead Dks.	Feb. 4	Feb. 5	Feb. 16	...	...	...
117. Liverpool Docks Committee and Birkenhead Docks ...	...	...	...	...	...	...
118. London (City) Coal Duties	...	...	...	...	...	...
119. London (City) Hotel and Building Company	...	...	...	...	...	...
120. London & South-Western Railway Acts Amendment	Feb. 4	Feb. 5	Feb. 10	...	...	...
121. Lowestoft and Burgh St. Peter Ferry and Roads ...	Feb. 10	Feb. 12	Feb. 17	...	...	...
122. Lowestoft Water, Gas, and Market	Feb. 9	Feb. 10	Feb. 16	...	...	...
123. Mallow & Fermoy Railway	Feb. 5	Feb. 6	Feb. 11	...	...	...
124. Mansfield & Worksop Road	Feb. 10	Feb. 12	Feb. 17	...	...	...
125. Margate Water	Feb. 13	Feb. 16	...	...	...	...
126. Manchester Corporation ...	Feb. 16	...	...	...	...	...
*127. Manchester, Sheffield, and Lincolnshire Ry. (Buxton and Cleethorpes)	Feb. 4	Feb. 5	Feb. 16	...	...	...
128. Manchester, Sheffield, and Lincolnshire Railway (Romiley, &c.).....	Feb. 4	Feb. 5	Feb. 16	..	...	...
129. Mayor's Court of the City of London	Feb. 6	Feb. 9	...	...	...	...
130. Medical, Legal, & General Mutual, & New Equitable Life Ass. Cos. Amalgam...	Feb. 12	Feb. 13	Feb. 18	...	...	...
131. Meriton's and Hagen's Sufferance Wharves	Feb. 6	Feb. 9	Feb. 16	...	...	...
132. Mersey Conservancy and Docks.....	Feb. 4	Feb. 5	Feb. 11	...	...	...
133. Metropolitan Cattle Mkt...	Feb. 6	Feb. 9	...	...	...	...
134. Metropolitan New Streets and Improvements	Feb. 4	Feb. 5	Feb. 11	...	...	...
135. Metropolitan Railway	Feb. 16	Feb. 19	...	...	...	...
136. Metropolitan Sewerage (Outfall to the Sea).....	...	...	...	...	...	...

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
*137. Mid-Kent Ry., Bromley to St. Mary's Cray (Extension to Dartford)	Feb. 12	...	...	...	...	...
138. Mid-Kent Ry. (Croydon Ex.)	Feb. 4	Feb. 19	...	...	...	...
139. Mid-Kent & S. Kent Ry.	Feb. 13	Feb. 17	...	...	...	...
140. Midland Gt. Western Ry. of Ireland (Sligo Extension)	Feb. 9	Feb. 10	Feb. 16	...	...	...
141. Midland Gt. Western Ry. of Ireland (Tullamore Line)	Feb. 6	Feb. 9	Feb. 16	...	...	...
*142. Mid-Sussex Railway	Feb. 13	...	...	...	...	...
143. Milford Improvement	Feb. 6	Feb. 9	Feb. 16	...	...	...
144. Monkland Railways	Feb. 5	Feb. 6	Feb. 11	...	...	...
145. Mordon Carrs Drainage	Feb. 6	Feb. 9	Feb. 16	...	...	...
146. National Assurance and Investment Association	Feb. 12	Feb. 13	Feb. 18	...	...	...
147. Nene Valley Drainage and Navigation Improvement	Feb. 5	Feb. 6	Feb. 13	...	...	...
148. New Brunswick & Canada Railway & Land Co.	Feb. 6	Feb. 9	Feb. 16	...	...	...
149. Newcastle-under-Lyme & Leek Roads	Feb. 9	Feb. 10	Feb. 16	...	...	...
150. Newport, Abergavenny, & Hereford Railway	Feb. 17	Feb. 19	...	...	...	...
*151. Newquay Pier, Harbour, and Railway	Feb. 10	...	...	...	...	...
152. New River Company	Feb. 4	Feb. 5	Feb. 10	...	...	...
153. New Ross Free Bridge Act Amendment	...	...	...	...	...	...
154. Newry and Enniskillen Ry.	Feb. 4	...	...	...	...	...
155. Newry, Warrenpoint, and Rostrevor Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
156. Newtown & Machynlleth Ry.	Feb. 13	Feb. 16	...	...	...	...
157. Norfolk Estuary Acts Amendment	Feb. 5	Feb. 6	Feb. 11	...	...	...
158. Norfolk Railway	Feb. 6	Feb. 9	...	...	...	...
159. North Derbyshire Railway	Withdrawn					
160. North-Eastern & Hartlepool Dock and Railway Cos. Amalgamation	Feb. 9	Feb. 10	Feb. 16	...	...	...
161. North-Eastern Ry. (Capital)	Feb. 4	Feb. 5	Feb. 10	...	...	...
162. North-Eastern Ry. (Lancaster Valley Branch)	Feb. 4	Feb. 19	...	...	...	...
163. North Level Drainage	Feb. 4	Feb. 5	Feb. 11	...	...	...
164. North Staffordshire Ry. (Bridgewater Canals)	Feb. 5	Feb. 6	Feb. 11	...	...	...
165. North-Western Railway	Feb. 5	Feb. 6	Feb. 11	...	...	...
166. Norwich & Spalding Ry.	Feb. 10	Feb. 11	Feb. 16	...	...	...
167. Oldham, Ashton-under-Lyne and Guide Bridge Junction Railways	Feb. 4	Feb. 5	Feb. 10	...	...	...
168. Orkney Roads	Feb. 12	Feb. 13	...	...	...	...
169. Otley and Skipton Road	Feb. 17	Feb. 19	...	...	...	...
170. Peebles Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
171. Portadown and Dungannon Railway	Feb. 5	Feb. 6	Feb. 11	...	...	...
172. Portsmouth Railway	Feb. 5	Feb. 6	Feb. 11	...	...	...
173. Portsmouth Water	Feb. 4	Feb. 5	Feb. 10	...	...	...
174. Prestwich, Bury, and Radcliffe Roads	Feb. 6	Feb. 9	Feb. 16	...	...	...
175. Price's Patent Candle Co.	Feb. 4	Feb. 5	Feb. 10	...	...	...
176. Pulteney Town Harbour	Feb. 5	Feb. 6	Feb. 13	...	...	...
177. Reading Rys. Junction Ry.	Feb. 4	Feb. 5	Feb. 11	...	...	...
178. Reversionary Interest Soc.	Feb. 11	Feb. 12	Feb. 17	...	...	...
*179. Rhymney Railway	Feb. 16	...	...	...	...	...
180. Richmond Improvement	...	...	...	...	...	...
*181. Richmond & Kew Ex. Ry.	Feb. 17	...	...	...	...	...
182. Ringwood, Christchurch, & Bournemouth Railway	Feb. 12	Feb. 13	Feb. 18	...	...	...
183. St. George's Harbour Act Amendment	...	...	...	...	...	...
184. St. Helen's Canal and Ry.	Feb. 6	Feb. 9	Feb. 16	...	...	...
185. St. Philip's Church, Liverp.	Feb. 12	Feb. 13	Feb. 18	...	...	...
186. Salford Borough (No. 1)	...	...	...	...	...	...
187. Salford Borough (No. 2)	...	...	...	...	...	...
*188. Salisbury and Yeovil Ry.	Feb. 10	...	...	...	...	...
189. Scottish Central Railway	Feb. 5	Feb. 6	Feb. 11	...	...	...
190. Selby and Market Weighton Road	Feb. 6	Feb. 9	Feb. 16	...	...	...
191. Shrewsbury Gas	Feb. 10	Feb. 11	Feb. 16	...	...	...
192. Shropshire Union Rys. and Canal, London and North-Western Ry., and Shropshire Canal Companies	Feb. 17	Feb. 18	...	...	...	...
193. Sittingbourne and Sheerness Railway	Feb. 4	Feb. 6	Feb. 11	...	...	...
194. Slaney River Improvement	Feb. 16	Feb. 17	...	...	...	...
195. Southampton, Bristol, and South Wales Railway	Feb. 4	...	...	...	...	...
196. South Devon Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
197. S.-Durham & Lanc. Un. Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
198. S. Eastern Ry. (Greenwich Junc. to Dartford, &c.)	Feb. 6	Feb. 9	Feb. 16	...	...	...
199. South-Eastern Ry. (Reading, &c.)	Feb. 10	Feb. 11	Feb. 16	...	...	...
*200. South London Railway	Feb. 17	...	...	...	...	...
201. South Shields Gas	Feb. 6	Feb. 9	Feb. 16	...	...	...
202. South Staffordshire Water.	Feb. 10	Feb. 11	Feb. 16	...	...	...
*203. South Yorkshire & North Lincolnshire Junction Ry.	Feb. 13	...	...	...	...	...
204. Stamford & Essendine Ry.	Feb. 13	Feb. 16	...	...	...	...
205. Stockton New Gas & Stockton Gas Consumers' Cos.	Feb. 4	Feb. 6	Feb. 11	...	...	...
206. Stockport, Disley, & Whaley Bridge Railway	Feb. 4	...	...	...	...	...
207. Stratford-upon-Avon Gas	Feb. 4	Feb. 5	Feb. 10	...	...	...
*208. Stratford-upon-Avon Ry.	Feb. 10	...	...	...	...	...
209. Sunderland Gas	Feb. 4	Feb. 5	Feb. 10	...	...	...
210. Sunken Vessels Recovery Company	Feb. 9	Feb. 10	Feb. 16	...	...	...
211. Swansea Docks	Feb. 18	Feb. 19	...	...	...	...
212. Swansea Harbour Trust & Swansea Dock Company	Feb. 16	...	...	...	...	...
213. Taff Vale Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
214. Thames Embankments and Railways	...	...	...	...	...	...
215. Thames & Medway Conserv.	Feb. 6	Feb. 9	...	...	...	...
216. Thames & Medway Ry.	...	...	...	...	...	...
217. Tilbury, Maldon, and Colchester Railway	Feb. 4	Feb. 5	Feb. 13	...	...	...
218. Times, Athenæum, & Beacon Ass. Cos. Amalgam.	Feb. 13	Feb. 16	...	...	...	...
219. Tipperary Joint Stock Banking Company	...	...	...	...	...	...
220. Torquay & St. Mary Church Gas	...	...	...	...	...	...
221. Tottenham, Hornsey, and Willesden Junction Ry.	...	...	...	...	...	...
222. Tralee and Killarney Ry.	Feb. 4	Feb. 6	...	...	...	...
223. Tweed Fisheries	Feb. 5	Feb. 6	Feb. 11	...	...	...
224. Tweed River Fisheries	Feb. 4	Feb. 6	Feb. 10	...	...	...
225. Tyne Improvement	Feb. 4	Feb. 5	Feb. 13	...	...	...
226. Vale of Towy Railway	...	...	...	...	...	...
227. Victoria Gas	Feb. 17	Feb. 19	...	...	...	...
228. Victoria (London) Docks	Feb. 4	Feb. 5	Feb. 10	...	...	...
229. Watchet Harbour	Feb. 4	Feb. 5	Feb. 10	...	...	...
230. Watchet Harbour Trust	Feb. 4	Feb. 5	Feb. 10	...	...	...
231. Waterford & Tramore Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
232. Wearmouth Bridge, Ferries and Approaches	Feb. 4	Feb. 5	Feb. 10	...	...	...
233. Weaver Navigation	Feb. 9	Feb. 13	...	...	...	...
234. West of Fife Mineral Ry.	Feb. 6	Feb. 9	Feb. 16	...	...	...
235. West Hartlepool Harbour & Ry., and North-Eastern Ry. Cos. Amalgamation	Feb. 6	Feb. 10	Feb. 16	...	...	...
236. West London and Crystal Palace Railway	...	...	...	...	...	...
237. West Metropolitan Ry. & Thames Embankment	...	...	...	...	...	...
238. Westminster Improvements	Feb. 12	Feb. 13	...	...	...	...
239. Westminster Terminus Ry, Ex. (Clapham to Norwood Abandonment)	Feb. 6	Feb. 9	Feb. 16	...	...	...
240. West Somerset Mineral Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
*241. West Somerset Railway	Feb. 11	...	...	...	...	...
242. Wexford Free Bridge	Feb. 16	Feb. 18	...	...	...	...
243. Whitehaven and Furness Junction Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
244. Whitehaven, Cleator, and Egremont Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
245. Willenhall (Wolverhampton) Gas	Feb. 9	Feb. 10	Feb. 16	...	...	...
246. Wilmslow & Lawton Road	Feb. 5	Feb. 6	...	...	...	...
247. Wimbledon & Dorking Ry.	Feb. 13	Feb. 16	...	...	...	...
248. Worksop & Attercliffe Ry.	Feb. 10	Feb. 12	Feb. 17	...	...	...
249. Wycombe Railway	Feb. 11	Feb. 12	Feb. 17	...	...	...

Hartlepool Improvement.—Another bill has been ordered to be brought in, which in future lists will be styled (No. 2).

Solicitors must bear in mind that all petitions against bills must be presented not later than seven clear days after the date of the second reading.

The second reading of the following bills has been postponed to the dates set opposite to them—viz.,

Burial of the Dead, &c.	until	March 16.
Mayor's Court of City of London	,,	Feb. 23
Metropolitan Cattle Market	,,	March 16
Orkney Road	,,	March 11

RAILWAY AND CANAL BILLS.

The Committee of Selection have nominated the following members to serve on the General Committee on Railway and Canal Bills:—

Mr. Hugh E. Adair.	Mr. G. A. Hamilton.
Mr. H. J. Baillie.	Sir Edmund Hayes.
Colonel Boldero.	Mr. Lascelles.
Major Bruce Cumming.	Earl of March.
Mr. Cobbett.	Mr. Moody.
Mr. Corry.	Sir Erskine Perry.
Sir John Duckworth.	Sir William Somerville.
Sir James Buller East.	Mr. H. Ker Seymer.
Mr. Tatton Egerton.	Sir John Trollope.
Lord Robert Grosvenor.	Lord Harry Vane.

The Select Committee on Standing Orders met for the first time, for dispatch of business, on Tuesday, Feb. 17. The following is the result of their proceedings:—

1. *Edinburgh Life Assurance Society.*—Petition for leave to deposit a petition for Bill. Leave refused.
2. *East Kent Railway (Strood to St. Mary's Cray).*—Standing Orders dispensed with.
3. *Islington Parish.*—Standing Orders dispensed with.
4. *Formartine and Buchan Railway.*—Standing Orders *not* dispensed with.

5. *Mid Kent Railway (Croydon Extension).*—Standing Orders dispensed with.
6. *Aberdeen, Peterhead, and Fraserburgh Railway*—Standing Orders *not* dispensed with.
7. *Finsbury Park.*—Standing Orders dispensed with.
8. *Newry and Enniskillen Railway.*—Bill allowed to proceed, on promoters inserting fresh notices for three weeks in country newspapers, and once in *Gazette*. Second reading to be deferred to 25th March.
9. *Southampton, Bristol, and South Wales Railway.*—Standing Orders dispensed with, on condition that the promoters insert fresh notices in London *Gazette*, and that second reading be deferred till 9th March.
10. *Stockport, Disney, and Whaley Bridge Railway.*—Standing Orders dispensed with, on condition that promoters strike out all provisions relating to Hayfield Extension.
11. *Eastern Counties Railway.*—Standing Orders dispensed with, on condition that promoters strike out all provisions relating to Railways Nos. 2 and 4. [No. 2 is a branch from Maldon Station to a junction with main line of the London, Tilbury, &c., Railway, at Pitsea. No. 4 is a railway from the secondly described railway, commencing in the parish of Rayleigh, and terminating in the parish of Canewdon.]
12. *Clyde Navigation.*—Standing Orders dispensed with, on condition that the promoters deposit amended plans and sections.

BILLS PETITIONED AGAINST.

The time has expired for petitioning against all Bills which were read a second time on the 10th and 11th of February. The following Bills were petitioned against:—

[EXPLANATION.—The first column shows the number of the Bill on the alphabetical list; the second column shows the number of petitions presented against it.]

No. of Bill on List.	No. of Petition.	No. of Bill on List.	No. of Petition.
13	8	134	1
19	16	144	8
20	12	152	1
22	6	155	2
23	6	157	18
24	10	161	1
28	4	163	13
33	3	164	11
36	8	165	4
41	4	167	4
62	1	171	1
65	1	172	7
69	1	173	3
76	2	177	3
77	2	197	1
80	3	205	3
87	2	207	1
88	2	209	1
90	4	213	17
92	2	223	2
108	4	224	3
110	6	228	1
111	1	229	2
114	1	230	2
115	1	232	1
120	8	240	1
132	8	243	1

N.B. The bills which were read a second time on the 10th or 11th February, and which do not appear in the above list, are unopposed, and will be referred to the Chairman of Ways and Means.

STANDING ORDER PROOFS.

Cases heard by the Examiners in respect of bills which have not been introduced into the House, up to February 19th.

[ABBREVIATIONS:—S. O. C., *Standing Orders complied with.* N. C., *not complied with.*]

Date.	NAME OF BILL.	Result.	Examiner.
Feb. 16	Great Yarmouth Water	Adjd. till Feb. 24	Mr. Smith
,,	Eastern Bengal Railway Company	Adjd. till Mar. 26	,,
,,	Vale of Towy Railway	abandoned	,,
,,	Metropolitan Sewerage Outfall	Adjd. till Mar. 26	Mr. Frere
,,	Tipperary Joint Stock Bank	Adjd. till Mar. 2	,,
,,	Hull and Hornsea Railway	Struck off List	,,
,,	Cork Consumers' Gas	Adjd. till Mar. 2	,,
,,	London City Coal Dues	Do.	,,
,,	West Metropolitan Railway	Adjd. till Mar. 5	,,
17	Clifton Railway	withdrawn	Mr. Smith
,,	New Ross Free Bridge	adjourned *sine die*	,,
,,	Liverpool Docks Committee	S. O. C.	,,
,,	Tottenham, Hornsey, & Willesden Ry.	withdrawn	,,
,,	Thames Embankment and Railway	adjd. till Feb. 27	,,
,,	Saint George's Harbour	Do.	,,
,,	Conway Valley Railway	adjd. till Feb. 26	Mr. Frere
,,	Birkenhead District Gas and Water	S. O. C.	,,
,,	Aberdeen Junction Railway	withdrawn	,,
18	British and Irish Grand Junction Ry.	S. O. C.	,,
,,	Ipswich Water	,,	,,
20	Thames and Medway Railway	adjd. for a month	,,

Public Bill in the Nature of a Private Bill.

Feb. 19	Chatham Lands	S. O. C.	Mr. Frere

The Examiners have now gone through the list of petitions deposited before the 1st January, with the exception of the adjourned cases.

SELECT COMMITTEE ON STANDING ORDERS—FRIDAY, FEB. 20.

Up to the time of going to press, the following cases had been decided by the Standing Order Committee. The reports will be published next week. The first seven *Bills* on the list were disposed of, and were allowed to proceed; the last case—viz., the Mid Kent Railway—was still under consideration when the reporter left.

1. Fraserburgh Harbour.
2. Salisbury and Yeovil Railway.
3. Newquay Pier, &c.
4. Stratford-upon-Avon Railway.
5. Dundalk and Enniskillen Rail.
6. West Somerset Railway.
7. Keith and Dufftown Railway.
8. Mid Kent Railway (Bromley to St. Mary's Cray.

In addition to the cases before enumerated, the following additional Bills have been sent to the Select Committee on Standing Orders—viz.,

Rhymney Valley Railway.
Mid Sussex Railway.
Caledonian Railway (Running Powers).
Belfast Improvment.
South London Railway.
Deeside Extension Railway.
Richmond and Kew Railway.

CONTROVERTED ELECTIONS.

Mr. Robert Palmer reported, from the General Committee of Elections, that they had selected the following six members to the Chairmen's Panel, and to serve as Chairmen of Committees for the present session:—

John Evelyn Denison, Esq. (Malton).
Edward Christopher Egerton, Esq. (Macclesfield).
George Alexander Hamilton, Esq. (Dublin University).
Robert Ingham, Esq. (South Shields).
Henry Ker Seymer, Esq. (Dorset).
The Right Hon. Sir Wm. Meredith Somerville (Canterbury).

RESOLUTION OF THE HOUSE OF LORDS—FEB. 17.

Petitions for Private Bills not to be received after Monday, 23rd March next, unless such Private Bill shall have been approved by the Court of Chancery; and no petition for a Private Bill approved by the Court of Chancery to be received after Tuesday, 19*th day of May next;* nor any report from the Judges after Tuesday, the 19th day of May next.

New County Court Rules.

SCHEDULE OF FORMS.

(*Continued from p.* 117.)

97. *Bond in Replevin under sect.* 66 *of* 19 & 20 *Vict. c.* 108.

Know all men by these presents that we A.B., of, &c., C.D., of, &c., and E.F., of, &c., are held and firmly bound unto G.H. (*) of, &c., in £ —— to be paid to the said G.H. or his certain attorney, executors, administrators, or assigns, for which payment to be made we bind ourselves and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally firmly by these presents.

Sealed with our seals, and dated this —— day of ——, One thousand eight hundred and ——.

Whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above-written obligation, and this security has been approved of by ——, the registrar of the County Court of ——, holden at ——, as appears by his allowance in the margin hereof:

Now the condition of this obligation is such, that if the above-bounden A.B. do and shall within one month from the date of the said obligation commence an action of replevin against the above-named G.H. in the County Court of ——, holden at ——, for taking and unjustly detaining of certain goods and chattels of the said —— to wit [*here insert the description of the goods and chattels*], and prosecute such action with effect and without delay, and do and shall also make return of the said goods and chattels, if return thereof shall be awarded, then this obligation shall be void and of no effect, otherwise shall be and remain in full force.

A.B. (L.S.)
C.D. (L.S.)
E.F. (L.S.)

Signed, sealed, and delivered by the above-bounden in the presence of ——.

I approve of this bond.
I.K., Registrar.

(This bond does not require a stamp.)

NOTE.—*If a Deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a stamp.*

(*) The distrainer.

98. *Warrant to High Bailiff to replevy.*

County Court of ——, holden at ——.
(Seal.)

Whereas —— hath given security as well to commence his action of replevin against —— for the taking and unjustly detaining certain goods and chattels [*or* cattle] of the said ——, that is to say —— and prosecute such action with effect and without delay, as also to return the said goods and chattels, if return thereof shall be adjudged by law. Now, as registrar of the said County Court, and by virtue of the provisions of the Statute 19 & 20 Vict. c. 108, I hereby authorise and direct you without delay to replevy and deliver the said goods and chattels [*or* cattle] to the said ——, and forthwith to return to me this warrant and what you shall have done under the same.

Dated the —— day of —— 185-.

——, Registrar of the Court.

To the High Bailiff of the Court.

In obedience to this warrant, I have replevied and caused to be delivered to the within named ——, the within-mentioned goods and chattels [*or* cattle].

Dated this —— day of ——, 185-.

——, High Bailiff.

(*For Judgment for Plaintiff in Replevin, see Form* 45.)

99. *Judgment for Defendant in Replevin for Rent* (Rule 180).

No. ——. In the County Court of ——, holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing this cause at a Court holden this day, it is adjudged that the plaintiff do return to the defendant the goods and chattels [*or* cattle, *stating the particulars thereof*], and pay to the registrar of the Court, forthwith [*or* on the —— day of ——], the sum of £—— for costs of suit [*or*, It is adjudged that the amount due for rent in arrear rom the plaintiff to the defendant is £——], and that the goods and chattels [*or* cattle] were of the value of £——, and that the plaintiff do forthwith [*or* on the —— day of ——] pay to the registrar of the Court, at his office, the said sum of £——, and also the sum of £—— for costs of suit].

Given under the seal of the Court, this —— day of ——, 185-. By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

100. *Judgment for Defendant in Replevin of Cattle Damage feasant* (Rule 181).

No. ——. In the County Court of ——, holden at——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing this cause at a Court holden this day, it is adjudged that the plaintiff do return to the defendant the cattle [*here specify the cattle*], *or* do pay to the registrar of this Court, forthwith [*or* on the —— day of ——], the sum of £——, which is now adjudged to be the amount of damage sustained by the defendant.

It is also adjudged that the plaintiff do pay to the registrar of the Court, on the day and year aforesaid, the sum of £—— for costs.

Given under the seal of the Court, this —— day of ——, 185-. By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

101. *Judgment in Detinue.*

No. ——. In the County Court of —— holden at ——.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing this cause at a Court holden this day it is adjudged that the plaintiff do recover against the defendant the sum of £——, the same being now this day assessed by this Court to be the value of the following chattels of the plaintiff wrongfully detained by the defendant; that is to say [*here enumerate the chattels which the Court decides to have been detained*], and the further sum of £—— for damages for the detention of the said chattels, and the sum of £—— for costs; and it is ordered that the defendant do pay the said several sums to the registrar of the Court on the —— day of —— 18—.

* And it is further ordered that if the defendant shall, on or before the said last-mentioned day, pay to the registrar the said sums respectively above ordered to be paid for damages and costs, and also return to the plaintiff the said chattels; and if the plaintiff shall then accept the same, then satisfaction of this judgment shall be entered up by the registrar on the production to him of a receipt for the said chattels signed by the plaintiff or his attorney or agent into Court.

Acknowledgment of Payment into Court.

Date	£	s.	d.	Received by

Given under the seal of the Court, this —— day of ——, 185-. By the Court,

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

102. *Warrant of Execution in Detinue against Goods of Defendant.*

No. of Plaint ——. No. of Warrant ——.

In the County Court of ——, holden at ——.
(Seal.)

Between A. B. Plaintiff, and C. D. Defendant.

Whereas, at a Court holden at ——, on the —— day of ——, 185-, the plaintiff obtained a judgment against the defendant for the sum of £——, the same being assessed by this Court to be the value of certain chattels of the plaintiff wrongfully detained by the defendant, and for the further payment of £—— for damages for the detention of the said chattels, and of £—— for costs; and thereupon it was ordered by the Court that the defendant should pay the same to the registrar of this Court on the ——day of —— [*or* by instalments of ——for every —— days, the first instalment to be paid on the —— day of ——, 185-]: *And it was further ordered, that if the defendant should, on or before the said last-mentioned day, pay to the registrar the said sums respectively above ordered to be paid for damages and costs, and also return to the plaintiff the said chattels; and if the plaintiff should then accept the same, then satisfaction of the said judgment should be entered up by the registrar on the production to him of a receipt for the said chattels signed by the plaintiff, or his attorney: *And whereas †the defendant did not on the said —— day of —— 18—, return the said chattels to the plaintiff, and †default has "also" been made in payment according to the said orders: These are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the defendant wheresoever they may be found within the district of this Court (except the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution; and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant, which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and to make return of what you have done under this warrant immediately upon the execution thereof.

N.B.—If the judgment do not contain the words between asterisks, omit those words in the warrant, and also the words between the marks (†) and (†), and the word "also."

Given under the seal of the Court this —— day of ——, 185-. By the Court,

——, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

* This paragraph is not to be added unless it be part of the order of the judge.

	£	s.	d.
Value of goods detained			
Damages for their detention			
Costs			
Paid into Court			
Remaining due			
Poundage for issuing this warrant			
Total amount to be levied			

Notice.—The goods and chattels are not be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at —— minutes past the hour of ——, in the noon of the —— day of ——, 185–.

103. *Summons under the Friendly Societies and other Acts* (Rule 186.)

No. of Plaint——. In the County Court of ——, holden at ——. (Seal).

Between A.B., Plaintiff (*Address, Description*), and C.D, Defendant (*Address, Description, adding thereto the title of the office in the society as the holder of which he is summoned, and the name of the society.*)

You are hereby summoned to appear at a Court to be holden at ——, on the —— day of ——, 185–, at the hour of ——, in the ——noon, to answer the plaintiff in the matter the particulars of which are hereunto annexed.

Dated the —— day of ——, 185–.

——, Registrar of the Court.

To the Defendant.

Summonses for witnesses and for the production of documents will be issued upon application at the office of the registrar.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

104. *Order under the Friendly Societies and other Acts* (Rule 186).

No. ——. In the County Court of —— holden at ——. (Seal).

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing this cause at a Court this day holden it is ordered that the defendant do [*here insert the terms of the order made by the Court*].

And it is further ordered, that if the defendant do not obey the terms of the said order, he shall pay to the registrar of this Court, on or before the —— day of —— the sum of —— by way of penalty, and the sum of £—— for costs.

Given under the seal of the Court, this —— day of —— 185–.

By the Court.

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

105. *Order for Warrant of Execution to issue under the Friendly Societies and other Acts* (Rule 186).

No. of Plaint ——. In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

Whereas at a Court holden at ——, on the —— day of ——, 185–, it was ordered by the said Court that [*here insert the terms of the order of the Court*]:

And it was then further ordered, that if the defendant should not obey the terms of such order, that he should pay to the registrar of the Court, on or before the —— day of ——, the sum of —— pounds by way of penalty:

And whereas it appears to the Court that the defendant has not obeyed either of the said orders, although demand in that behalf was duly made upon him:

It is therefore ordered that a warrant of execution issue for the said sum, being the amount of such penalty, and the costs thereof.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court.

——, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

106. *Warrant Execution against the Goods under the Friendly Societies and other Acts* (Rule 186).

No. of Plaint ——. No. of Warrant ——. In the County Court of ——, holden at ——. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas at a Court holden at —— on the —— day of ——, 185–, it was ordered by the said Court, that [*here insert the terms of the order of the Court*]:

And it was then further ordered, that if the defendant should not obey the terms of such order that he should pay to the registrar of the Court, on or before the —— day of ——, 185–, the sum of —— pounds by way of penalty, and costs:

And whereas the defendant has not obeyed either of the said orders: These are therefore to require and order you forthwith to make and levy, by distress and sale of the goods and chattels of the defendant wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of the defendant or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount of such penalty and costs including the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of the Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court this —— day of ——, 185–.

By the Court,

——, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Amount ordered to be paid			
Costs			
Poundage for issuing this warrant			
Total amount to be levied			

Notice.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said defendant.

Application was made to the registrar for this warrant at —— minutes past the hour of —— in the —— noon of the —— day of ——, 185–.

107. *Warrant of Commitment for Contempt.*

In the County Court of ——, holden at ——. (Seal.)

To the High Bailiff and others the Bailiffs of the said Court, and all Peace Officers within the jurisdiction of the said Court, and to the Governor or Keeper of the [*prison used by the Court*].

Whereas at a Court holden on this day A.B. wilfully insulted the Judge during his sitting in Court [*or* C.D., the Registrar, High Bailiff, Bailiff, or Officer (*as the case may be*) of the said Court, during his attendance in Court, *or* wilfully interrupted the proceedings of the said Court, *or* wilfully misbehaved in the said Court]:

These are therefore to require you, the said High Bailiff, Bailiffs, and others, to take the said A.B. and to deliver him to the Governor [*or* Keeper] of the above-named prison, and you the said Governor [*or* Keeper, *&c.*] to receive the said A.B., and him safely to keep in the said prison for —— days from the arrest under this warrant, or until he shall be sooner discharged by due course of law.

Given under the seal of the Court, this —— day of ——, 185–.

——, Judge of the Court.

108. *High Bailiff's Warrant to Registrar of Foreign Court* (9 & 10 Vict. c. 95, s. 104).

No. of Plaint ——. No. of Warrant ——.

In the County Court of ——, holden at ——.

Between A.B., Plaintiff, and C.D., Defendant.

Whereas the warrant of execution [*or* commitment] hereto annexed has been issued out of this Court against the goods and chattels of ——. And whereas the goods and chattels of ——, out of the ordinary jurisdiction of this Court, and are [*or* is] believed to be within the jurisdiction of the County Court

of ——, holden at ——, of which you are the registrar: These are therefore to require you to cause the said warrant to be executed within the ordinary jurisdiction of the said last-mentioned County Court.

Dated this —— day of ——, 185-.

High Bailiff of the County Court of ——, holden at——.

To the Registrar of the County Court of ——, holden at ——.

109. *Order under* 19 & 20 *Vict. c.* 97, *s.* 2.

No. ——. In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing this cause (the same being for breach of contract to deliver specific goods for a price in money), at a Court holden this day, it being adjudged that the plaintiff is entitled to recover, it is, upon the application of the plaintiff, found and adjudged, that the goods in respect of the non-delivery of which the plaintiff is entitled to recover, and which remain undelivered, are as follows (that is to say), [*here enumerate the goods undelivered*]; and that the plaintiff would have been liable to pay the sum of £—— [*here insert the sum to be paid by plaintiff for the delivery*] for the delivery thereof; and that the plaintiff will have sustained damages to the amount of £—— [*here insert the sum assessed for damages if the goods be delivered*] if the said goods shall be delivered under execution as hereinafter mentioned, and to the amount of £—— [*here insert the sum assessed for damages in the event of the non-delivery of the goods*] if the said goods shall not be so delivered: And thereupon judgment being now given for the plaintiff, it is, upon the application of the plaintiff, ordered, that the said goods be delivered by defendant to the plaintiff, on the payment by him of the said sum of £—— [*here insert the sum to be paid by plaintiff for the delivery*] on or before the —— day of —— now next ensuing, and that in default thereof execution do issue for the delivery to the plaintiff, on payment by the plaintiff of the said sum of £—— [*here insert the sum to be paid by plaintiff for the delivery*] of the said goods; and that the defendant shall not have the option of retaining the same upon payment of the damages lastly assessed in the event of the non-delivery of the goods; and that the plaintiff do recover against the defendant the said sum of £—— [*here insert the sum assessed for damages if the goods be delivered*] for damages and £—— for costs: And it is further ordered, that if the said goods or any part thereof cannot be found within the district of this Court, the bailiff of this Court shall distrain the defendant by all his lands and chattels within the district of this Court till the defendant deliver the said goods, or, at the option of the plaintiff, the said bailiff shall cause to be made of the defendant's goods the said sum secondly above assessed for damages, or a due proportion thereof.

(*To be continued.*)

Court Papers.

Queen's Bench.

The following regulations for transacting the business at the Judges' Chambers will be strictly observed till further notice:—

Acknowledgments of deeds will be taken at half-past 10 o'clock.

Original summonses to be placed on the file.

Summonses adjourned by the judge will be heard at 11 o'clock.

Summonses of the day will be called and numbered at a quarter-past 11 o'clock, and heard consecutively.

The parties on two summonses only will be allowed to attend in the judge's room at the same time.

All long orders to be left, that they may be ready on being applied for the following day.

Counsel will be heard at half-past 1 o'clock. The name of the cause in which counsel are engaged to be put on the counsel file.

Affidavits in support of *Ex parte* applications for judge's orders (except those for orders to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances; *such affidavits to be properly endorsed with the names of the parties, the nature of the application, and the names of the attorneys.*

All affidavits produced before the judge to be properly endorsed, and filed.

Exchequer of Pleas.

SITTINGS at NISI PRIUS in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of her Majesty's Court of Exchequer, in and after EASTER TERM, 1857.

IN TERM.

In Middlesex.

1st Sitting	Thursday	April 16.
2nd Sitting	Friday	April 24.
3rd Sitting	Friday	May 1.

In London.

1st Sitting	Wednesday	April 22.
2nd Sitting	Wednesday	April 29.

AFTER TERM.

In Middlesex.

Saturday ..... May 9.

In London.

Wednesday ..... May 13.

The Court will sit during and after Term at Ten o'clock.

The Court will sit in Middlesex, at Nisi Prius, in Term, by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

In each of the London sittings, during Term, there will be two days for the trial of causes.

Births, Marriages, and Deaths.

BIRTHS.

CLARKE—On Feb. 18, at 30 Kildare-terrace, Bayswater, the wife of Samuel Thomas Clarke, Esq., of a daughter.

ROWE—On Jan. 14, at the Lodge, Kandy, the wife of Sir William Carpenter Rowe, Chief Justice of Ceylon, of a son.

WALFORD—On Feb. 12, at Abergavenny, Monmouthshire, the wife of John Berry Walford, Esq., barrister-at-law, of a son.

DEATHS.

HAWLEY—On Feb. 13, Mary, wife of John Hawley, solicitor, at 2, Pembroke Cottages south, Pembroke-square, Kensington, and 8 Coleman-street, city.

JACOBS—On Feb. 10, at 41 Norland-square, Notting-hill, of bronchitis, Hugh Tooke, younger surviving son of Mr. William Jacobs, solicitor, aged 2 years.

PALEY—On Feb. 17, at Peterborough, John Hewitt Paley, solicitor, aged 26.

SHADWELL—On Jan. 11, at 10 Blandford-square, Regent's-park, Charles Shadwell, of Gray's-inn, Esq., brother to the late Right Hon. Sir Lancelot Shadwell, Vice-Chancellor of England, aged 75.

WOODGATE—On Feb. 13, Hamilton, eldest son of William Woodgate, Esq., solicitor, of Swaylands, Penshurst, and Lincoln's-inn-fields, aged 21.

WRIGHT—On Feb. 17, at Upper Gower-street, Edith Pemberton, the daughter of Thomas Cooke Wright, Esq., of Lincoln's-inn, barrister-at-law, aged one year.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months.

BLUNT, JOSEPH, sen., of Lincoln's-inn, Esq., £271 : 15 Consols, claimed by his executors, JOSEPH BLUNT, JAMES CLAY, & CHARLES WALTON.

BOLLAND, WILLIAM PROCTOR, of the Middle Temple, Esq., £33 : 6 : 8 Consols, claimed by WILLIAM PROCTOR BOLLAND.

CLIFTON, JOHN HILL, Bedwardine, Worcestershire, gent., and WILLIAM SPURRIER, Birmingham, gent., £22 : 17 : 4 Consols, claimed by the survivor, JOHN HILL CLIFTON.

DUPPA, BALDWIN FRANCIS, of Lincoln's-inn, Esq., SAMUEL HENRY JEBB, Boston, Lincolnshire, Esq., and HELEN TURBUTT, Ogston Hall, Morton, Derbyshire, spinster, £208 : 8 : 1 Consols, claimed by the survivor, SAMUEL HENRY JEBB.

EAMER, JOHN HARMAN, of the Stock Exchange, and THOMAS GLOVER KENSIT, of Skinner's Hall, London, gent., £201 : 14 : 8 3 per Cent Reduced, claimed by the survivor, THOMAS GLOVER KENSIT.

FOYSTER, Rev. HENRY SAMUEL, Amersham, Bucks, £100 Consols, claimed by Rev. HENRY SAMUEL FOYSTER.

FULLER, Lady MIRANDA, Bryanstone-sq., widow, GEORGE FULLER & RICHARD FULLER, Moorgate-st., Bankers, £150 Consols, claimed by the survivor, Lady MIRANDA FULLER.

GREGORY, JOHN SWARBRECK, Bedford-row, gent., £51 : 9 : 1 New 3 per Cents., late £3 : 5 per Cents., claimed by JOHN SWARBRECK GREGORY.

KEENE, BENJAMIN, Charles-st., Berkeley-sq., Esq., £157 : 13 : 3 Consols, claimed by his executors, Rev. CHARLES EDMUND RUCK KEENE, Sir EDWARD BLACKETT, & EDWARD THOMPSON.

LEAR, Rev. FRANCIS, Chilmark, Wilts, clerk, and ISABELLA MARY LEAR, his wife, £1,049 : 0 : 3 and £911 : 13 : 4 Reduced Consols, claimed by the survivor, ISABELLA MARY LEAR.

LLOYD, Rev. MAURICE HEDD, Godmeston, Kent, £35 19 New 3 per Cents., claimed by his sole executrix, FRANCES ELIZABETH LLOYD, spinster.

MIDDLEMISS, ALEXANDER, Kenwood, Middlesex, gent., £300 : 7 : 1 Consols, claimed by ALEXANDER MIDDLEMISS.

MOUNT EDGCUMBE, Right Hon. RICHARD Earl of, £746 : 17 : 6 Consols, claimed by his surviving executors, the Right Hon. ERNEST AUGUSTUS, Earl of MOUNT EDGCUMBE, and DEEBLE BOGER.

RANKEN, CHARLES, of Gray's-inn, Middlesex, gent., ARTHUR HYDE, Nohill, Leitrim, Ireland, clerk, PARSONS CROFTON, Merrion-st., Dublin, Esq., and WILLIAM HENRY CONNER, Lieut., R.N., £391 : 5 : 3 New 3 per Cents, claimed by CHARLES RANKEN, ARTHUR HYDE, PARSONS CROFTON, & WILLIAM HENRY CONNER.

TOD, EWIN MONTEITH, Morningside, Edinburgh, gent., £55 : 3 : 6 Consols, claimed by EWIN MONTEITH TOD.

TOD, SUETONIUS MACDONALD, Morningside, Edinburgh, gent., £55 : 0 : 5 Consols, claimed by SUETONIUS MACDONALD TOD.

WILTS, JOHN, Keppell-st., Russell-sq., Esq., £65 Consols, claimed by the said JOHN WILTS.

WOODWARD, RICHARD, Clifton, Gloucestershire, Esq., £830 : 18 : 1 Consols, claimed by the said RICHARD WOODWARD.

YOUNGHUSBAND, THOMAS, Jersey, gent., £100 New 3 per Cents., claimed by THOMAS YOUNGHUSBAND.

Next of Kin.

Advertised for during the Week.

TAYLOR, WILLIAM (who died on Jan. 5, 1849), Cordwainer, late of Louth, in Lincolnshire. The legal personal representatives (except Amy Dobbs and the testator's cousin Timothy Green, and their respective children), to communicate with Ingoldby & Bell, Solicitors, Louth.

TOMBS, JOHN (who died at Charlton Kings, Gloucestershire, in 1822). Next of kin to communicate with Mr. Thomas Lowe, Charlton Kings, or Mr. James Yeend, Shackle's Pike, Cheltenham, the executors.

DEWELL, THOMAS (who died in Feb. 1825), Gosport. Next of kin or their representatives to come in and prove their kindred on or before Mar. 10, at V. C. Kindersley's Chambers.

OSBALDESTON, JOHN (who died in Dec. 1822), Worsley, Lancaster. His heirs at law, next of kin, or their representatives, and the real and personal representatives of his nephew or niece, Joseph Hewitt and Mary his wife, John Wheedall and Alice his wife, and Adam Osbaldeston, and Eleanor Barnes, to come in and prove their claims on or before April 16, at the office of District Registrar, 4 Norfolk-st., Manchester.

Money Market.

CITY, FRIDAY EVENING.

At the close of last week, and also on Monday, the English Funds were depressed and inactive. There has, subsequently, been more animation, and a recovery of ⅛ per cent; but the advance of last week has not been fully maintained. The withdrawal of gold from the Bank of England has not been large. There is no alteration in the rate of discount, but the Bank authorities have decided to make advances in anticipation of the April dividends at 6 per cent., being ½ per cent. lower than previously, and money is in better supply in the discount market and on the Stock Exchange.

From the Bank of England return for the week ending the 14th instant, which we give below, it appears that the amount of Notes in circulation is £18,796,415, shewing a decrease of £76,790, and the stock of Bullion in both departments is £10,259,660, shewing an increase of £280,414, when compared with the previous return.

Quotations of the French 3 per Cents. on the Paris Bourse shew an advance of 1 per Cent. during the week, and discount is freely obtained in Paris below the rate of the Bank of France, the Emperor's speech at the opening of the French Legislature having imparted a feeling of confidence. Other important foreign securities are steady at a small advance on the prices of last week. It is announced that the concession by the Russian Government of the great net-work of railways is settled. The lines are to be constructed within ten years, at an outlay of about £45,000,000. Messrs. Baring, Brothers, and Co, are concerned for England. The Russian Government guarantees 5 per Cent. on the outlay.

It is imputed to the Government by many persons, particularly by Mr. Clay, in his speech at Hull, that having fixed their estimates for the Army and Navy, on a scale requiring a considerable amount of Income-tax, above 7d. in the pound, the pressure of public opinion, adverse to the War Income-tax, has induced them to make a reduction of three or four millions or more below the first estimates proposed. If it be true that Lord Palmerston's Government is very ready to yield to the influence mentioned by Mr. Clay, and to run before the gale of popular impulse, the probability of such line of policy is likely to have led to the conclusion that it has been adopted. Such an impression on the public mind must tend to destroy confidence in the Government; but those who examine the scale of taxation as by law now established for the three ensuing years, and compare it with the scale proposed for adoption by the Chancellor of the Exchequer, in the House of Commons, will find no such large amount of difference as to make any considerable alteration in the estimates necessary. The Income-tax, under the existing law, would amount to 26d. in the pound in the three years. The modification proposed by the Chancellor of the Exchequer being 7d. in the pound yearly, for three years, will amount to 21d. in the pound. The estimated difference of amount in the three years is £5,000,000, which the proposed alteration in the duty on Tea and Sugar is expected to reduce to £4,000,000. It is clear that this last amount of deficiency, spread over three years, cannot have made necessary any such humiliating and dangerous change of policy as is imputed to the Government in regard to the estimates for the Army and Navy. Parties interested in the sale of Tea view the proposed alteration in the duty with regret, as effecting existing contracts, and a Stock of 97,000,000 lbs. It appears this view will have the advantage of Mr. Gladstone's support, according to the resolution of which he has given notice for to-night.

The returns of the Board of Trade, for the last year, were issued on Thursday, shewing in the declared value of the Exports of the United Kingdom an excess over 1855 of £20,202,772. The largest increase is in metals, the second in cotton, and the third in woollen manufactures. Under the head of imports, the increase in wheat and flour is remarkably large—being in wheat two-thirds more, and in flour and meal double the quantity imported in 1855. The wheat and flour taken for home consumption in the last year amount to 4,107,941 quarters of wheat, and 4,038,242 cwts. of flour and meal. In wine and spirits the quantities taken for home consumption are larger than in the year 1855.

The remarkable fertility of the Danubian Principalities, and the abundant supply of grain, which may thence be drawn through the Ports of Galatz and Ibrail, make the question of their future administration interesting to commercial men. The French Government appears to desire that the provinces should be united, and placed under the government of a foreign prince with the title of King. As this resembles very much the policy which placed King Otho on the throne of Greece, it naturally suggests the view of a fresh field for Russian influence. It is said that the majority of the people in Moldavia and Wallachia desire to be united. If this be so, some other bond of union than the shadow of a king may after a time be found, and under the influence of a prosperous course of development, we may see the united provinces in the east rival in industry and wealth the historical fame of the united provinces of the Netherlands. Moreover, the suzerainty of Turkey which is guaranteed by the Treaty of Paris, may press less heavily than the crushing influence of Russia, and allow the great fertility of those provinces more free development. And thus the manufactures of England will find profitable returns to a vastly increasing extent in the ports of the estuary of the Danube. The policy of Russia to monopolize at Odessa, the trade of all the provinces which lie on the northern side of the Euxine, will sustain an important check. On these grounds England, Austria, and Turkey are opposed to the union so prematurely advocated by France.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	217½	216½	219 18	...	218½
3 per Cent. Red. Ann.	94¼	93¾ ⅝	95⅝	94¼	94¼	94
3 per Cent. Cons. Ann.	93⅞ ⅜	93⅝ ½	93⅝ ¾	93⅝ ¾	93⅞ ⅝	93⅝
New 3 per Cent. Ann.	94⅝ ¼	64⅛ 3⅛	94 ¼ ⅛	94¼ ⅜	24⅝ ¼	94¼
New 2½ per Cent. Ann.	...	...	...	73	...	...
5 per Cent. Annuities	113½	...	...	...	...	...
Omnium	...	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	...	2⅞	2⅞	...	...	2⅞
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 yrs. (exp. April 5, 1885)	...	...	18 5-16	18¼	18⅜	...
India Stock	219	220 1	220 1	...	220	221½
India Bonds (£1,000)	...	...	...	2a. dis.	2a. dis.	...
Do. (under £1,000)	...	2s. dis.	...	...	1s. dis.	2s. dis.
Exch. Bills (£1,000)	1s. pm.	...	3s. pm.	2s. pm.	...	8s. pm.
Exch. Bills (£500)	4s. pm.	3s. pm.	3s. pm.	...	4s. pm.	4s. pm.
Exch. Bills (Small)	2s. pm.	1s. pm.	3s. pm.	1s. pm.	1s. pm.	4s. pm.
Exch. Bonds, 1858, 3½ per Cent.	98½	...	...	...	98½ ¾	98⅝
Exch. Bonds, 1859, 3½ per Cent.	98⅜	...	98⅜ ½	...	98½ ¾	98⅝

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	94½	95	94	...	...	...
Caledonian	64¼ 4	64⅜	63⅜ 5	66	66½	66½
Chester and Holyhead	36½	...	...	...	...	...
East Anglian	...	...	19	19	19	19½
Eastern Union A stock	...	42	...	43	42½	...
East Lancashire	...	...	...	...	...	...
Edinburgh and Glasgow	...	...	...	57½	...	57
Edin., Perth. & Dundee	35	...	...	...	35	35½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	93½ ¾	93⅝	93½	93	93	93
Gt. South & West. (Ire.)	...	...	...	...	112⅝	...
Great Western	68⅜ ½	68 ½ 7⅛	68⅜	68½	68⅜	68½
Lancashire & Yorkshire	99½ ½	98⅝ 9½	99¼ ¼	99⅝	99⅜	99⅜
Lon., Brighton, & S. Coast	108⅜	108½	108⅜ 8	108½ ¾	109 8½	...
London & North Western	107½ ¾	107⅝ ⅜ 107⅜ 8		107⅜ ⅜	108 7⅛ ⅛	108⅛
London and S. Western	105¼ xd	105¼ xd	105 xd	105½ xd	105½ xd	105 xd
Man., Shef., and Lincoln	36½ 5⅞	36 5⅜	35 6 5⅜	36 5½	35⅝	36
Midland	...	83¼	83⅛	83⅛ ⅜	83⅜	83⅜
Norfolk	...	55½	...	55½	...	55½
North British	41	41¼	41½	42 1⅛	42½ 3	43½
North Eastern (Berwick)	87½ 7	87 6½	86½	87⅛ 6⅜	88	88½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	...	28	28½ 8	28	28
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	27	26⅝	...	27	26⅜ 7	...
Shropshire Union	...	...	50	...	50	51
South-Eastern	76½	76	...	76¼	75⅜ 6	76⅜
South-Wales	85½	86½	...		85½	85

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 14TH DAY OF FEBRUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued . .	24,054,270	Government Debt .	11,015,100
		Other Securities . .	3,459,900
		Gold Coin and Bullion .	9,579,270
		Silver Bullion . .	
	£24,054,270		£24,054,270

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) . .	11,545,009
Rest	3,525,742	Other Securities . .	18,247,794
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	7,087,607	Notes	5,257,855
		Gold and Silver Coin .	680,390
Other Deposits . .	9,774,058		
Seven day & other Bills	790,641		
	£35,731,048		£35,731,048

Dated the 19th day of Feb., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

NEW MEMBERS OF PARLIAMENT.

TUESDAY, *Feb.* 17, 1857.

County of Bute.—The Right Hon. James Stuart Wortley, her Majesty's Solicitor-General.

Borough of Downpatrick.—Richard Ker, Esq., *vice* the Hon. Charles Stewart Hardinge, now Viscount Hardinge, summoned to the House of Peers.

City of Hereford.—George Clive, of Cavendish-square, in the county of Middlesex, Esq., *vice* Sir Robert Price, Bart., who has accepted the office of steward or bailiff of her Majesty's Manor of Northstead, Yorkshire.

FRIDAY, *Feb.* 20, 1857.

Borough of Bandon Bridge.—Captain the Hon. William Smyth Bernard, of the Farm, near Bandon, vice The Hon. Francis Bernard (commonly called Viscount Bernard), now Earl of Bandon.

Borough of Clonmel.—John Bagwell, Esq., of Marlfield, Tipperary, vice John O'Connell, Esq., who has accepted the office of Clerk of the Crown and Hanaper in Ireland.

County of Limerick.—The Right Hon. William Monsell, President of the General Board of Health.

Bankrupts.

TUESDAY, *Feb.* 17, 1857.

BARNETT, THOMAS, Butcher, Ironbridge, Salop. Mar. 4 and 23, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sol.* Knight, Birmingham. *Pet.* Feb. 13.

BLACKMORE, ALFRED, Hosier, 80 High-st., Shoreditch. March 4, at 12, and April 6, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Linklater & Hackwood, 17 Sise-lane. *Pet.* Feb. 17.

BUTT, THOMAS, Ironmonger, Littlehampton, Sussex. Feb. 26 and April 3, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* J. & J. H. Linklater & Hackwood, 17 Sise-lane, Bucklersbury. *Pet.* Feb. 16.

CAMPIN, HENRY, Warehouseman, 87 Watling-street. Feb. 27, at 12.30, and April 7, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside. *Pet.* Feb. 17.

FERNELL, RICHARD, Commission Agent, 22 Aldermanbury. Feb. 27, at 11, and Mar. 26, at 2; Basinghall-street. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Venning & Naylor, Tokenhouse-yard. *Pet.* Feb. 6.

FOSCOLO, PETER GEORGE (P. G. Foscolo & Co.), Corn Merchant, 3 Dunster-court, Mincing-lane. Feb. 26, at 11, and April 2, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Lawrence, Plews, & Boyer, Old Jewry-chambers. *Pet.* Feb. 16.

INGERSENT, GEORGE, Licensed Victualler, Mall Tavern, The Mall, Notting-hill. Feb. 27, at 1.30, and April 3, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Grane, Son, & Feasenmeyer, 23 Bedford-row. *Pet.* Feb. 11.

MASCALL, JOSEPH, Grocer, Wolverhampton, Staffordsh. Feb. 28 and March 21, at 11.30; Birmingham, *Com.* Balguy. *Off. Ass.* Bittleston. *Sols.* Kitson, Wolverhampton; Finlay Knight, Birmingham. *Pet.* Feb. 14.

NEVINS, ALEXANDER ALCOCK, Merchant, Liverpool. Mar. 3 and April 6, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sols.* Evans & Sons, Commerce-ct., Liverpool. *Pet.* Feb. 14.

RAYMOND, THOMAS FOWLER (T. F. Raymond & Co.), Commission Merchant, Liverpool. Mar. 2 and April 6, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Booker, Liverpool. *Pet.* Feb. 6.

ROBINSON, WILLIAM, Licensed Victualler, Milnthorpe, Haversham-with-Milnthorpe, Westmoreland. Feb. 26 and March 26, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Wilson, Kendal; or Hoyle, Newcastle-upon-Tyne. *Pet.* Feb. 4.

SANKEY, JOSEPH, Wheelwright, Salford, Lancashire. March 2 and 23, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Vickers & Diggle, 1 Cooper-st., Manchester. *Pet.* Feb. 16.

SMITH, JOHN, Corn Dealer, Staplehurst, Kent.—Erratum in Gazette of Feb. 13, *for* Mar. 7 *read* April 7.

WALKER, JAMES, Bridle Cutter and Innkeeper, Walsall, Staffordshire. Feb. 21 and Mar. 21, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Finlay Knight, Birmingham. *Pet.* Feb. 12.

WANE, WILLIAM ATTEWELL, Grocer, Highworth, Wilts. Mar. 2 and 31, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Browne, Swindon; or Prideaux, Bristol. *Pet.* Feb. 6.

WATTS, JAMES, Innholder, Norton Saint Philips, Somersetsh.—Erratum in Gazette of Feb. 13, for *Sol.* Selwood *read Sol.* Miller, Frome Selwood.

FRIDAY, *Feb.* 20, 1857.

BAKER, WILLIAM, Clock Maker, 38 & 39 Birchall-st., Birmingham. March 5 & April 2, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sol.* Baldwin, Birmingham. *Pet.* Feb. 17.

BALDWIN, EDWARD, Printer and Newspaper Proprietor, Shoe-lane. March 5, at 11.30, & April 2, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Barker, Bowker, & Peake, 1 Gray's-inn-sq. *Pet.* Feb. 18.

BASSE, JAMES, & SOLOMON LINDO (James Basse & Co.), Wine and Spirit Merchants, 4, Savage-gardens, Tower-hill. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrence, Smith, and Fawdon, 12 Bread-st. *Pet.* Feb. 19.

BASNETT, JAMES, & THOMAS BASNETT, Opticians, Liverpool. March 4 & April 8, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Hiatt, Wellington, Salop; or Evans & Son, Commerce-ct., Liverpool. *Pet.* Feb. 11.

CHALCROFT, JOHN, 4 Norfolk-rd., Westbourne-grove North. March 6, at 12, & April 6, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrence, Smith, and Fawdon, 12 Bread-st., Cheapside. *Pet.* Feb. 9.

COLLISON, HENRY WILLIAM, Jun., Provision Merchant, Bath. March 3 & April 6, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Gibbs, Bath. *Pet.* Feb. 16.

COWAN, JAMES, Cheesemonger, Newcastle-upon-Tyne. March 4, at 11, & April 7, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Watson, Newcastle-upon-Tyne; or Harwood, 10 Clement's-lane, Lombard-st. *Pet.* Feb. 18.

CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton, Northumberland. March 6, at 11, & April 8, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker *Sols.* Bell, Broderick, and Bell, Bow Church-yard; or Head & Son, Hexham. *Pet.* Feb. 3.

GARNETT, HENRY, Stationer, 34 & 35 Stroud-st., Dover. March 3, at 2.30, & March 31, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Feb. 17.

GILLAM, JOHN, 14 Devereux-ct., Strand, & WILLIAM HENRY TAYLER, 20 City-rd., and 15 Poultry, Licensed Victuallers. Mar. 4, at 2, and April 1, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* King & George, 35 King-st., Cheapside. *Pet.* Feb. 14.

HENDERSON, GEORGE, Apothecary, 7 Stanhope-ter., Regent's-pk.. Mar. 5, at 1.30, and April 4, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Chidley, Basinghall-st. *Pet.* Feb. 19.

HILL, JAMES BEECH, Glass and China Dealer, 254 Blackfriars-rd. Mar. 2, at 12, and April 6, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Cordwell, 22 College-hill, City. *Pet.* Feb. 13.

HUDSON, THOMAS, Ship Broker, Liverpool. Mar. 3, & April 7, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Chilton, Liverpool. *Pet.* Feb. 19.

JONES, THOMAS (in copartnership with Stephen Noakes), Ale, Beer, and Bottle Merchant, 6 New Broad-st., and 73 Back Church-la., St. George's-in-the-East. Mar. 3 and 31, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Feb. 18.

LEE, ROBERT, Currier, Cromford, Derbyshire. Mar. 10 and 31, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Smith, Derby; or Reece, Birmingham. *Pet.* Feb. 13.

MORRIS, EDWARD JOSEPH, Wine and Spirit Dealer, Malpas, Cheshire, Mar. 3, and April 6, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Etches, Whitchurch, Salop; or Tyrer; Liverpool. *Pet.* Feb. 16.

OLIVER, ANN, Grocer, Widow, Walkington, Yorkshire. Mar. 4, and April 1, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Robinson & Atkinson, Beverley and Hull. *Pet.* Feb. 7.

POTTER, SAMUEL, Livery-stable Keeper, High-st., Marylebone. Feb. 27, and April 3, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* May, Bolton-house, Russell-sq. *Pet.* Feb. 13.

STEFFANO, PETER, Ship Chandler, 28 Wellclose-sq., and Cardiff. Mar. 6, at 1, and April 4, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Williamson, Hill, & Williamson, 10 Great James-st., Bedford-row. *Pet.* Feb. 18.

TRUSCOTT, JAMES, Commission Agent, 10 Austin Friars. Mar. 3, at 11.30, and Mar. 31, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Wyatt, 4 Verulam-bldgs. *Pet.* Feb. 18.

WESTON, JOHN, Manufacturing Chemist, Mottram, Longdendale, Cheshire. Mar. 3 and 30, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Hewitt & Needham, Bond-st., Manchester. *Pet.* Feb. 17.

BANKRUPTCIES ANNULLED.

TUESDAY, *Feb.* 17, 1857.

GRAVENOR, WILLIAM THOMAS, Hatter, Birmingham. Feb. 12.

THALASSO, EFIFANIO, Merchant, 11 Bury-ct., St. Mary-axe. Jan. 9.

MEETINGS.

TUESDAY, *Feb.* 17, 1857.

BARNES, ROBERT YALLOWLEY, Floor Cloth Manufacturer, 11 City-rd. Mar. 11, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

BARTON, JOHN, & GEORGE BARTON (John Barton & Co.), Copper Roller Manufacturers, Broughton, Manchester. Mar. 16, at 12; Manchester. *Com.* Jemmett. *Dir.* joint est., and sep. est. of G. Barton.

BRADLEY, SAMUEL, Corn and Malt Factor, 82 Mark-la. Mar. 10, at 2; Basinghall-st. *Com.* Fonblanque. *Second Div.*

BRADSHAW, EDWARD THOMAS, Dealer in Bricks and Timber, Manchester. Mar. 10, at 12; Manchester. *Com.* Jemmett. *Dir.*

BROADHEAD, WILLIAM HENRY, & WILLIAM HUDSON, Builders, Nottingham. Mar. 10, at 10.30; Nottingham. *Com.* Balguy. *Dir.*

BYERS, MICHAEL, & THOMAS BYERS (Michael Byers & Co.), Ship Builders, Monkwearmouth Shore, Sunderland. Mar. 11, at 11, 11.30, and 12.30; Newcastle-upon-Tyne. *Com.* Ellison. *First Div.* joint and sep. est.

CHAMBERLAIN, GEORGE, jun., Lead Merchant, 90 Crawford-st., St. Marylebone. Mar. 12, at 1; Basinghall-st. *Com.* Evans. *Last Ex.*

GODDARD, EDMUND, Provision Dealer, 103 London-wall, 3 Old Jewry, 161 Fenchurch-st., and 17 Aldgate. Mar. 11, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

GUTTERIDGE, JAMES, Horse Dealer, Elizabeth-st., Eaton-sq. Mar. 11, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

HYDE, JOHN, Spindle Maker, Stockport, Cheshire. Mar. 11, at 12; Manchester. *Com.* Jemmett *Div.*

LORD, SIMEON, & EDWARD LORD, Millwrights, Bacup, Lancashire. Mar. 11, at 12; Manchester. *Com.* Jemmett. *Div.*

M'GREGOR, DONALD, Travelling Dealer, 28 Bedford-st., Chorlton-upon-Medlock, Lancashire. Mar. 19, at 12; Manchester. *Com.* Skirrow. *Div.*

MILLIGAN, JOHN, Draper, 10 Sidney-st., Chorlton-upon-Medlock, Lancashire. Mar. 20, at 12; Manchester. *Com.* Skirrow. *Div.*

POILE, ANN SOPHIA, Pawnbroker, 26 Bridge-rd., Lambeth, now of 27 Gt. Suffolk-st., Southwark. Mar. 10, at 1.30; Basinghall-st. *Com.* Fonblanque. *Div.*

PRIESTLEY, SAMUEL, Grocer, Accrington, Lancashire (in copartnership with James Whittaker & John Ellison, Ironfounders and Millwrights, Church, near Accrington). Mar. 11, at 12; Manchester. *Com.* Jemmett. *Div.*

PRUDHOE, ROBERT, Grocer, Durham. Mar. 12, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

RICHARDSON, JOHN, jun., Common Brewer, Cockermouth. Mar. 10, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Further Div.*

RIDGWAY, JOHN (John Ridgway & Co.), Merchant, Liverpool. Mar. 12, at 11; Liverpool. *Com.* Stevenson. *Div.*

SYERS, MORRIS ROBERTS, JAMES WALKER, & DANIEL BACKHOUSE SYERS (Syers, Walker, & Co.), Merchants, Bell-alley, Lombard-st.; and at Liverpool, under style of Syers, Walker, & Syers. Mar. 11, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

VONDER HEYDE, JOHN JAMES & CHRISTOPHER OCTAVUS VONDER HEYDE, Tobacco Manufacturers, 80 Lower Thames-st. Mar. 10, at 2; Basinghall-st. *Com.* Fonblanque. *Div.* sep. est. of J. J. Vonder Heyde.

WENDEN, WILLIAM, Cattle Dealer, Great Bromley, Essex. Mar. 6, at 11; Basinghall-st. *Com.* Evans. *Last Ex.*

WOODS, SAMUEL, Builder, Weybridge, Surrey. Mar. 11, at 1.30; Basinghall-st. *Com.* Goulburn. *Div.*

FRIDAY, *Feb.* 20, 1857.

AMER, STEPHEN, Grocer, Bradford, Yorkshire. Mar. 24, at 11; Leeds. *Com.* Ayrton. *Div.*

BOYD, FRANCIS, Grocer, Tynemouth. Mar. 6, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. *By adj. Last Ex.* and Mar. 19, at 1; *Div.*

CHAMBERLAIN, GEORGE, jun., Lead Merchant, 90 Crawford-st., St. Marylebone. Mar. 12, at 1; Basinghall-st. *Com.* Evans. *Last Ex.*

CLAUS, JOHN GEORGE, Merchant, Liverpool. Mar. 13, at 11; Liverpool. *Com.* Stevenson. *Div.*

DAVIS, CHARLES HENRY, Builder, New Cross-rd., Deptford. Mar. 3, at 1; Basinghall-st. *Com.* Fonblanque. *By adj. Last Ex.*

ELTEEN, JOSEPH, Grocer and Cheesemonger, High-st., Kensington. Mar. 14, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

FAREBROTHER, FRANK BROADHURST, GEORGE WILLIAM BREMNER, & JOSEPH HENRY COLLYER (Farebrother, Bremner, & Co.), Wax, Sperm, and Oil Merchants, Stockwell and Manchester. Mar. 21, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

GRIFFIN, JAMES, Poulterer, Liverpool. Mar. 17, at 11; Liverpool. *Com.* Perry. *Div.*

RUSSELL, WILLIAM HUGH, Blacking Manufacturer, 30 Strand. Mar. 13, at 12; Basinghall-st. *Com.* Fane. *Div.*

SAUL, ROBERT, & THOMAS KIRBY, Joiners, Preston. Mar. 26, at 1; Manchester. *Com.* Skirrow. *Div.*

LOHE, CHARLES VAN, Woollen Warehouseman, 6 Bread-st. Mar. 13, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

WELLS, THOMAS, Grocer, 34 Dorset-pl., Clapham-rd. Mar. 3, at 1.30; Basinghall-st. *Com.* Fonblanque. *By adj. Last Ex.*

WOOD, EDWARD, Worsted Spinner, Bingley, Yorkshire. Mar. 24, at 11; Leeds. *Com.* Holroyd. *First and Final Div.*

YOUNG, WILLIAM OGSTON, Ship and Insurance Broker, 4 Sun-court, Cornhill, 54 Cross-st., Manchester, and 19 Dale-st., Liverpool. Mar. 13, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

DIVIDENDS.

TUESDAY, *Feb.* 17, 1857.

COOKE, WILLIAM, Miller, Albert-ter., Bow (late of St. Thomas Mill). Second, 3½*d.*, on new proofs. *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

CROLE, WILLIAM, jun., Merchant, Rood-la. First, 3*s.* 2*d.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

DAVIES, JOHN, Printer, Shrewsbury. Div. 1½*d.* *Bittleston*, Waterloo-st., Birmingham, Feb. 12, or two following alternate Thursdays, 11 & 3.

DUNCAN, WILLIAM, & THOMAS HAMPER, Hop Merchants, 31 Tooley-st., Southwark. First, 5*s.* *Stansfeld*, 10 Basinghall-st, any Thursday, 11 & 2.

GARSTANG, WILLIAM, & THOMAS GARSTANG, Coal Dealers, Wigan. First, 3*s.* 2*d.* *Hernaman*, 69, Princess-st., Manchester, any Tuesday, 10 & 1.

HAWKE, WILLIAM, Builder, Great Queen-st. First, 2*s.* *Lee*, 20 Aldermanbury, Feb. 18, and three subsequent Wednesdays, 11 & 2.

JOHNSON, JOHN, Ironmonger, Bourn, Lincolnshire. First, 3*s.* 6*d.* *Harris*, Middle-pavement, Nottingham, Feb. 16, or three following Mondays, 11 & 3.

KEELING, WILLIAM, (W. Keeling & Co.), Brickmakers, Birmingham. Second, 1½*d.* *Bittleston*, 29 Waterloo-st., Birmingham, Feb. 12, or two following alternate Thursdays, 11 & 3.

LAY, THOMAS, Hop Merchant, Wolverhampton. First, 2*s.* 6½*d.* *Christie*, 37 Waterloo-st., Birmingham, any Thursday, 11 & 3.

MASON, WILLIAM HENRY GOODBURN, Publisher, 108 King's-rd., Brighton. First, 1*s.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

PALMER, GEORGE JOSIAH, Printer, Savoy-st., Strand. First, 3*s.* 10*d.* *Lee*, 20 Aldermanbury, Feb. 18, and three subsequent Wednesdays, 11 & 2.

RIDGE, BENJAMIN, Apothecary, Putney. First, 1*s.* 4*d.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

THOMPSON, CHARLES ROBERT, Wine Merchant, Winchester-house, Old Broad-st., and Southampton. First, 3*d.* *Stansfeld*, 10 Basinghall-st., any Thursday, 11 & 2.

TEAVIS, JOSEPH, Woollen Manufacturer, Newchurch, Lancashire. Second, ¼*d.* *Hernaman*, 69 Princess-st., Manchester, any Tuesday, 10 & 1.

WHITEHEAD, JOSEPH, Coach Builder, Bradford, Yorkshire. First and final div., 11*s.* 2*d.* *Hope*, 1 South-parade, Park-row, Leeds, any Friday, 11 & 1.

FRIDAY, *Feb.* 20, 1857.

CONQUEST, JOHN, Money Scrivener, Moorgate-st. Second, 5*s.* 8*d.* *Graham*, 25 Coleman-st., Thursday next, and three following Thursdays, 11 & 2.

GASKIN, WILLIAM, Builder, Croydon. First, 1*s.* 11*d.* *Graham*, 25 Coleman-st., Thursday next, and three following Thursdays, 11 & 2.

HITT, THOMAS, Currier, Castle-st., Exeter. First, 3*s.* 9*d.* *Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

LANGDON, JAMES HENRY, Merchant, Exeter. First, 2*s.* 3½*d.* *Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

LING, JAMES, Music Seller, Taunton. First, 6*s.* *Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

LOWLE, FRANCIS, & HENRY GARDNER, Manufacturers, Wellington, Somersetshire. First, 6*s.* 5*d.* *Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

SEARELL, ALLEN, Miller, Furgeley Mill, Ashburton, Devon. First, 4*s.* 6*d.* *Hirtzel*, Queen-st., Exeter, any Tuesday or Friday, 11 & 2.

SHEPPEARD, THOMAS MATTHEW, Corn and Coal Merchant, Cambridge. First, 4*s.* 1½*d.* *Graham*, 25 Coleman-st., Thursday next, and three following Thursdays, 11 & 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Feb* 17, 1857.

BROWN, CHARLES, Milliner, 42 Oxford-st. Mar. 10, at 12; Basinghall-st.

DANBY, GEORGE, Wine Merchant, Watford, Herts. Mar. 11, at 1; Basinghall-st.

DOUGHTY, JOHN, Builder and Auctioneer, Castle Donnington, Leicestershire. Mar. 24, at 10.30; Nottingham.

ELLIOTT, NATHANIEL, Dealer in Cigars, 4 Old Millgate-chambers, Manchester. Mar. 12, at 1; Manchester.

HARTZ, WILLIAM (Hartz & Co.), Merchant, Mark-lane, and Fenchurch-st. Mar. 11, at 1; Basinghall-st.

LEWIS, MOSS ALFRED, & JACOB LEWIS (M. A. Lewis & Co.), Lithographic Printers, 121 Fore-st., Cripplegate. Mar. 11, at 12; Basinghall-st.

ROSE, HARRIET, Milliner, Lynn, Norfolk. Mar. 11, at 2; Basinghall-st.

STIRROP, ROBERT JUKES, Currier, Ironbridge, Salop. Mar. 12, at 10; Birmingham.

FRIDAY, *Feb.* 20, 1857.

ADAMSON, ROBERT HENRY, Wine and Spirit Merchant, 14 John-st., Berkeley-sq. Mar. 14, at 11.30; Basinghall-st.

ALLTREE, JOHN, Tailor, Liverpool. Mar. 13, at 11; Liverpool.

BAYLEY, SAMUEL, Grazier, Wednesbury, Stafford. Mar. 16, at 10.30, Birmingham.

BERRY, JOHN, RICHARD BERRY, & THOMAS BERRY, Machinists, Rochdale, on application of J. Berry and T. Berry. Mar. 13, at 1; Manchester.

FREUND, JONAS CHARLES HERMANN, Boarding-house Keeper, 7 West-st., Finsbury. Mar. 13, at 1; Basinghall-st.

HAWKINS, HENRY JONATHAN, Licensed Victualler, 1 Midway-ter., Lower-rd., Rotherhithe. Mar. 16, at 11; Basinghall-st.

HAWORTH, JOHN, Spinner, Shaw Clough, Rossendale. March 13, at 2; Manchester.

REYNOLDS, JOSEPH JAMES, Mining and Share Broker, 21 Threadneedle-st. March 14, at 11.30; Basinghall-st.

RING, WILLIAM, Ham and Beef Shop, 29 Paddington, St. Marylebone. March 13, at 12; Basinghall-st.

SMITH, WILLIAM, Builder, Halesowen, Worcestershire. April 16, at 10; Birmingham.

UNWIN, JOHN, Baker, Seacombe, Chester. March 13, at 11; Liverpool.

WATSON, THOMAS, Mining Agent, 2, Artillery-pl., Finsbury-sq.; JAMES ENSOR, Dealer in Mining and other Shares, 3 Copthal-bldgs., Throgmorton-st. March 14, at 12; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

BUCKLER, DAVID, Builder, Birmingham. Feb. 12, 2nd class.

HODDER, EDWIN JOHN, Grocer, Birmingham. Feb. 9, 2nd class.

IRISH, MARMADUKE, Licensed Victualler, White Hart Inn, Maidenhead. Feb. 10, 2nd class.

LEDWARD, GEORGE. Feb. 2, 3rd class.

PARR, JOHN, Woollen draper, Wolverhampton. Feb. 9, 2nd class.

PEPPER, WILLIAM JOHN, Printer, Coventry. Feb. 9, 2nd class.

SEAWARD, FRANCIS, Licensed Carman, 2 Abchurch-yd., Abchurch-lane. Feb. 11, 2nd class.

FRIDAY, *Feb.* 20, 1857.

BARFOOT, JOHN, Cattle Salesman, North Stoneham. Feb. 14, 2nd Class.

INMAN, HENRY, Shopkeeper, Bradford. Feb. 16, 3rd Class.

LEICESTER, CHAMNEY, & JOHN EELES LITTLEBOY, Corn Merchants, Liverpool. Feb. 9, 2nd Class, to J. E. Littleboy, to be suspended for two years from Feb. 9, 1857, with protection.

LOSE, JAMES EDWARD, Builder, Cricklewood. Feb. 13, 3rd Class.

SCOTT, JAMES, Rag Merchant, Batley Carr. Feb. 17, 3rd Class.

THOMAS, OWEN, Tailor, Manchester. Feb. 11, 3rd Class.

VAYRO, JOHN, Linendraper, Ripon. Feb. 17, 3rd Class.

WOOD, EDWARD, Worsted Spinner, Bingley. Feb. 16, 3rd Class, to be suspended for 12 mos.

Insolvents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *Feb.* 13, 1857.

BARTHROPPE, GEORGE EDWARD (sued as George E. Barthoroppe, detained as George C. Barthroppe), Professor of Elocution, 15 Melbourne-sq., Brixton-rd. Mar. 2, at 11; *C. Com.* Law.

BRIDGE, JAMES, sen., Launderer, 3 St. George's-villas, Latimer-rd., Shepherd's-bush. Mar. 2, at 11; *Com.* Phillips.

FARNBOROUGH, CHARLES, Chandler's-shop-keeper, 27 King-st., Ramsgate. Feb. 28, at 11; *Com.* Phillips.

JEFFORD, EDWARD COOK, Lodging-house-keeper, 36 Wellclose-sq., St. George's-in-the-East. Feb. 28, at 11; *Com.* Phillips.

LEVY, LOUIS (known as Lewis Levy), Tailor, 21 Langley-pl., Commercial-rd. East. Feb. 27, at 11; *C. Com.* Law.

PALMER, JOHN, Bellhanger, 67 Myddleton-st., Clerkenwell. Feb. 27, at 11; *C. Com.* Law.

TUESDAY, *Feb.* 17, 1857.

DAVIS, ROBERT, Surgeon, 45 Prospect-pl., St. George's-rd., Southwark. Mar. 4, at 10; *Com.* Murphy.

DRISCOLL, MICHAEL, Theatrical Bill Poster, 6 Cockpit-yard, Little James-st., Bedford-row. Mar. 4, at 10; *Com.* Murphy.

ETHERINGTON, WILLIAM, Engineer, 8 Queen-st., Charles-st., Hackney-rd. Mar. 5, at 11; *Com.* Phillips.

HEDGES, GEORGE, Grocer, now out of business, 9 Hampton-ter., Hampstead. Mar. 4, at 11; *C. Com.* Law.

HUGHES, THOMAS CHARLES, now out of employ, 3 Holywell-pl., Fulham-rd., Chelsea (late of 16 Blomfield-st., Westbourne-ter. North, Paddington, House Decorator). Mar. 4, at 10; *Com.* Murphy.

MORGAN, JAMES, Assistant to an Innkeeper, George and Dragon, Farnborough, Kent (formerly of 9 Bartlett's-bldgs., Holborn, Tailor). Mar. 5, at 11; *Com.* Phillips.

POULTON, MARY ANN, Widow, General Shop-keeper, Leavesden-green, Watford, Herts. Mar. 4, at 11; *C. Com.* Law.

TIMOTHEE, JOSEPHINE, Widow, Dressmaker and Milliner, 45 Great Windmill-st., Haymarket. Mar. 5, at 11; *Com.* Phillips.

WHITEHEAD, CHARLES, Merchant's Clerk, 4 Wakeling-ter., Barnsbury, Islington. Mar. 4, at 10; *Com.* Murphy.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *Feb.* 13, 1857.

CHESSUM, JOSEPH JOHN (Hearn & Chessum), (sued as Joseph John Chesham), Builders, 3 & 4 Lansdown-pl., Upper Norwood. Feb. 28, at 11; *Com.* Murphy.

DOWNES, RICHARD (sued as Robert Downes), Bedstead and Cornice Manufacturer, 2 Ewer-st., Union-st., Borough. Mar. 2, at 11; *C. Com.* Law.

GARLICK, JANE SHUCKBURGH, Spinster, Tobacconist, 20 Bouverie-st., Fleet-st. (formerly of 42 Great Queen-st., Lincoln's-inn-fields). Feb. 28, at 11: *Com.* Murphy.

GOODRICH, HENRY NEWTON, Shopman to Tobacconist, 407 Oxford-st. Feb. 27, at 10; *Com.* Murphy.

HALE, HENRY, Plasterer, Beehive-yard, St. John's-wood-ter., St. John's-wood. Feb. 28, at 11; *Com.* Murphy.

HEARN, EDWIN LEWIS (sued as Edward Lewis Hearn), Grocer and Journeyman Carpenter, 2 Belvedere-rd., Upper Norwood, in copartnership with Joseph John Chessum, 4 Lansdown-pl., Upper Norwood. Feb. 28, at 11; *Com.* Murphy.

LAMPLOUGH, HENRY, Chemist, 1 Mecklenburgh-ter., Gray's-inn-rd. Feb. 27, at 10; *Com.* Murphy.

RUTHERFORD, JAMES, Engineer, Wellington Iron Works, Haggerstone-wharf, Hackney-rd. Feb. 28, at 11; *Com.* Murphy.

WARREN, JOHN, Pianoforte Manufacturer, Crown Coffee-house, 14 Duke-st., London-bridge. Feb. 28, at 11; *Com.* Murphy.

WENTWORTH, CHARLES, out of business, 11 Beazeley's-crescent, Old Ford-rd. (late of 5 Gloucester-ter., Cambridge-rd., Bethnal-green, Attorney's Clerk). Feb. 27, at 11; *Com.* Murphy.

TUESDAY, *Feb.* 17.

HINSLEA, GEORGE HALKON (Hinslea & Bryant), (sued with Thomas Bryant), Builder and Bricklayer, Lower Norwood. Mar. 3, at 10; *Com.* Murphy.

SMITH, WILLIAM HENRY (Smith Brothers & Co.), out of business (formerly in copartnership with Thomas Smith & John Sunley, Advertising Agents, 29 Ironmonger-la.), 79 Charlwood-st., Pimlico. Mar. 4, at 11; *C. Com.* Law.

WOODWARD, RICHARD, Cabinet-maker, 12 Kirby-st., Hatton-garden. Mar. 3, at 10; *Com.* Murphy.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *Feb.* 17.

ALLEN, WILLIAM, Journeyman Filesmith, Court back of No. 122 Scotland-st., Sheffield. Mar. 4, at 12; Sheffield.

BROOKS, THOMAS, Shopkeeper, 1 Princes-st., Aberystwith. Feb. 28, at 2; Aberystwith.

BUSHELL, AMOS, Boot and Shoe Maker, Aldermaston-st., Aldermaston. Mar. 6, at 11; Reading.

CARE, JOSEPH, Canvasser for Books and Periodicals, Bridge-gate, Rotherham, Yorkshire. Feb. 27, at 12; Rotherham.

COLLARD, HENRY, out of business, 28 Penn-st., Bristol (formerly Pork Butcher, 14 Horse-fair, Bristol). Mar. 18, at 10.30; Bristol.

DOTEY, CHARLES (sued as Dawtry, Daughtry, Doughtry, Doughtrey, and Doughty), Metal Caster, Napier-st., Cemetery-rd., Sheffield. Mar. 4, at 12; Sheffield.

DOWE, JAMES, Plumber, Newnham, Cambridge. Feb. 23, at 10; Cambridge.

DUNN, JAMES, Weaver, Water-lane, Norwich. Feb. 24, at 10; Norwich.

FARRAH, RICHARD, Cabinetmaker, 31½ North-st., Queen-st., Sheffield. Mar. 4, at 12; Sheffield.

GARDINER, HARRIETT, out of business, Limekiln-la. Bristol (formerly Saddler and Harness Maker, 115 Temple-st., Bristol). Mar. 4, at 10.30; Bristol.

LAYCOCK, GEORGE, Leather Cutter, 22 Nursery-st., Sheffield. Mar. 4, at 12; Sheffield.

PRINCE, JOSEPH, Rope Maker, Raglan, Monmouthshire. Mar. 9, at 12; Usk.

PYE, SAMUEL FRANCIS, in no business, Lakenham, Norwich, (previously of Cherry-st., aforesaid, Grocer). Feb. 24, at 10; Norwich.

RODGERS, WILLIAM, Edge Tool Grinder, 27 Bramber-st., Brightside Bierlow, Sheffield. Mar. 4, at 12; Sheffield.

ROGERS, RICHARD, Journeyman Printer, also carrying on business of Licensed Victualler, Coach and Horses, Handbridge, Cheshire. Feb. 25, at 10; Chester.

SANDERSON, JOHN, Beerhouse Keeper and Fork Grinder, Number One Beerhouse, Silver-st. Head, Sheffield. Mar. 4, at 12; Sheffield.

WALFORD, WILLIAM, Miller, Alcester, Warwickshire. Feb. 27, at 11; Alcester.

WEAVERS, ROBERT, Journeyman Maltster, Heigham-st., Norwich. Feb. 24, at 10; Norwich.

FRIDAY, *Feb.* 20.

BIGGINS, THOMAS, Joiner, Barton, Farndon, Chester. Feb. 25, at 10; Chester.

CUNLIFFE, WILLIAM, Beer Retailer, Buckfield, Bacup, Rochdale, Lancashire. Mar. 5, at 12; Rochdale.

DICKINSON, WILLIAM, Higler and Pork Butcher, Colney-st., St. Albans. Feb. 25, at 10.30; St. Albans.

EDWARDS, JOHN, Labourer, Cwmsychan. Mar. 12, at 10; Pontypool.

EVANS, BENJAMIN, Collier, Foundry Town, Aberdare, Glamorgan. Mar. 12, at 10; Aberdare.

EVANS, DAVID, out of business, Aberaman (formerly of Maesteg, Bridgend, Glamorgansh., Grocer). Mar. 12, at 10; Aberdare.

GOOD, JOHN, Beer Retailer, Bell Inn, 17 Clarence-st., Newport. Mar. 11, at 12; Newport.

HANSHEW, THOMAS AMBROSE, Boot and Shoe Maker, High-st., St. Alban's. Feb. 25, at 10.30; St. Alban's.

HARDY, JOHN, Confectioner, Red Lion-st., Nottingham. Mar. 10, at 10; Nottingham.

HARTLAND, JAMES, Grocer, Upper Falkner-st., Barton St. Mary, Gloucester. Mar. 18, at 10; Gloucester.

JACKSON, CORNELIUS, Grocer, Shutlanger, Stoke Bruern, Northamptonshire. Mar. 5, at ten; Towcester.

LILLY, JOHN, Butcher, Staley's-bldgs, Oldham-rd, Rochdale. Mar. 5, at 12; Rochdale.

MACKIE, SAMUEL JOSEPH, out of employment, 12 Hemus-ter., King's-rd., Chelsea (formerly of 2, East Cliff, Folkestone, Landing Waiter). Mar. 16, at 10; Folkestone.

MAGGS, STEPHEN, Butcher, Trevethin, Monmouth. Mar. 12, at 10; Pontypool.

MILNE, WILLIAM, Schoolmaster, New House, St. Alban's. Feb. 25, at 10; St. Alban's.

NORMAN, ROBERT, Auctioneer and Innkeeper, Dulverton, Somerset. Mar. 12, at 11; Tiverton.

PENN, GEORGE, Boot and Shoe Manufacturer, Royal Standard Beer-house, Nelson-st., Northampton. Mar. 4, at 11; Northampton.

RAGGETT, JAMES, Watchmaker, High-st., Hemel Hempstead. Feb. 25, at 10,30; St. Alban's.

STUBBINS, ROBERT, Dealer in Timber, Fishpool, Blidworth, Nottingham. Mar. 9, at 12; Mansfield.

TOWLE, WILLIAM, Builder, Birch-row, New Radford, Nottingham. Mar. 10, at 10; Nottingham.

WILLIAMS, THOMAS, Coker, Hirwain, Penderin, Brecon. Mar. 12, at 10; Aberdare.

WORNES, GEORGE, Livery-stable Keeper, Cottle's-la., Walcot, Bath. Feb. 27, at 11; Bath.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.

FRIDAY, *Feb.* 13, 1857.

ASHCROFT, JEFFREY, Provision Dealer, Rusholme-road, Manchester. Feb. 27, at 11; Lancaster.

BANKS, JOHN, Journeyman Tailor, Wire-st., Ashton-under-Lyne (formerly of Wellington Arms, Mossley Brow, Beerseller). Feb. 27, at 11; Lancaster.

BARROW, ROBINSON, Manchester Salesman, 92 Lloyd-st., Greenheys. Feb. 27, at 11; Lancaster.

BERRISFORD, JOSEPH, Brewer and Beer Retailer, Odd Fellows' Arms, 43 Ridgway-st., Manchester. Feb. 27, at 11; Lancaster.

BERRY, GEORGE, Stonemason, Newport-st., Bolton-le-Moors. Feb. 27, at 11; Lancaster.

BRADBURY, JOHN, Beerseller, Phœnix Arms, Murray-st., Oldham-rd., Manchester (formerly 286 Oldham-rd., Grocer). Feb. 27, at 11; Lancaster.

BRADBURY, JOHN, out of business, Water Sheddings, Oldham (formerly of Morton-st., Oldham, Joiner). Feb. 27, at 11; Lancaster.

BRINNEN, RICHARD, out of business, Albert-pl., Oxford-st., Infirmary-rd., Sheffield (previously of St. Philip's Tavern, and 23 Netherthorpe, Sheffield, Butcher and Licensed Victualler). Mar. 4, at 12; Sheffield.

BROWN, JOHN, Farmer, Little Bolton, Eccles, Manchester. Feb. 27, at 11; Lancaster.

BUCKLEY, SAMUEL, Provision Dealer, Park-parade, Ashton-under-Lyne. Feb. 27, at 11; Lancaster.

BUTTERFIELD, HENRY, out of business, Barrowford, Colne, Lancashire (formerly of same place, Lozenge Manufacturer). Feb. 27, at 11; Lancaster.

CAFFE, SAMUEL LOUIS, Assistant to an Outfitter, 68 Hope-pl., Liverpool (formerly of 57 Waterloo-rd., Liverpool, Bullion Merchant). Feb. 27, at 11; Lancaster.

EGAN, THOMAS, Commercial Traveller, 77 Elizabeth-st., Waterloo-rd., Manchester (formerly of Ducie-bridge Mill, Manchester, Machine Maker). Feb. 27, at 11; Lancaster.

GRIFFITHS, JOHN, Master of the Schooner Wellington, and Coal Dealer, New-st., Carnarvon. Feb. 27, at 11; Lancaster.

HAYWOOD, SAMUEL, out of business, 61 Upper Medlock-st., Hulme, Manchester (formerly of 1 Adelphi-st., Salford, Timber Merchant). Feb. 27, at 1; Lancaster.

HORNSBY, GEORGE, Auctioneer, 80 Stephenson-st., North Shields, and 5 St. Nicholas's Church, Newcastle-upon-Tyne. Feb. 27, at 10; Morpeth.

JONES, EDWARD (sued with Alice Hirst Latham), Bookkeeper, 11 Olive-grove, Chapman-st., Hulme, Manchester. Feb. 27, at 11; Lancaster.

JONES, THOMAS, Bricklayer, 15 Nesbit-st., Hulme, Manchester (formerly of the New Inn, St. Asaph, Licensed Victualler). Feb. 27, at 11; Lancaster.

KENYON, WILLIAM, Painter, Painters' Arms, 21 Union-st., Blackburn. Feb. 27, at 11; Lancaster.

KINSEY, JAMES, out of business, 20 Radnor-st., Hulme, Manchester (formerly of 19 Bridge-st., Stockport, Linen and Woollen Draper). Feb. 27, at 11; Lancaster.

LERESCHE, JOHN HENRY PROCTOR, Barrister-at-law, Hope Cottage, Cheetham, and 2 St. James-square, Manchester (formerly of Standish, Wigan, Coal Proprietor). Feb. 27, at 11; Lancaster.

M'KENNA, LAURENCE, Labourer, Smith's-bldgs., Moss-view, Altrincham, Manchester. Feb. 27, at 11; Lancaster.

NUTTALL, RICHARD, Common Carter, Furthergate, Blackburn. Feb. 27, at 11; Lancaster.

RODGERS, JOHN (sued as John Rogers), Journeyman Confectioner, Mornington-st., Woodborough-rd., Nottingham (previously of Goose-gate, Nottingham, Baker). Mar. 10, at 10; Nottingham.

SCHOFIELD, JOHN, out of business, Mill-la., Ashton-under-Lyne (formerly of Chapel House, Astley-st., Ducklinfield, Licensed Victualler). Feb. 27, at 11; Lancaster.

SHARPIES, JOHN, Hairdresser, 98 Fishergate, Preston. Feb. 27, at 11; Lancaster.

SMETHURST, JAMES, jun., out of business, Valentine-row, Blackley, ne r Manchester (formerly of Barnes-green, Blackley, Grocer). Feb. 27, at 11; Lancaster.

UNSWORTH, JOHN, out of business, Bank-st., Warrington (formerly of Horse Market-st., Warrington, Lancashire, Saddler). Feb. 27, at 11; Lancaster.

VINT, JAMES, Grocer, Victoria-st., Ashton-under-Lyne. Feb. 27, at 11; Lancaster.

WALSH, JOHN, Carver, 19 and 22 Cannon-st., Preston. Feb. 27, at 11; Lancaster.

WOOD, AARON, Journeyman Cotton-spinner, Crickets-la., Ashton-under-Lyne. Feb. 27, at 11; Lancaster.

WRIGHT, JAMES, Journeyman Painter, Mill-la., Newton-le-Willows (formerly of the Vulcan Foundry, Newton-le-Willows, Lancashire, Provision Shop-keeper). Feb. 27, at 11; Lancaster.

TUESDAY, *Feb.* 17, 1857.

BECK, JAMES, Dealer in Wines and Spirits (in name of T. H. Cooper), Willenhall, Staffordshire. Mar. 4, at 10; Stafford.

BROWN, WILLIAM, Tailor, Longton, Staffordshire. Mar. 4, at 10; Stafford.

COLLINS, JOSEPH, Licensed Victualler, Ivy House Inn, Coseley, near Sedgley, Staffordshire. Mar. 4, at 10; Stafford.

GIBSON, HENRY, Baker and Miner, Shelton, Staffordshire, Mar. 4, at 10; Stafford.

KEY, JAMES, Farmer and Licensed Victualler, Eccleshall, Staffordshire. Mar. 4, at 10; Stafford.

MORGAN, RICHARD, Accountant, Wolverhampton. Mar. 4, at 10; Stafford.

OSBORN, WILLIAM, selling Agricultural Implements by Commission, St. Peter's Walk, Wolverhampton. Mar. 4, at 10; Stafford.

PARTRIDGE, SAMUEL, Licensed Victualler and Farmer, Daw End, Rushall, Staffordshire. Mar. 4, at 10; Stafford.

THOMAS, MARY, Widow, Innkeeper, South Wales Inn, High-st., Swansea. Feb. 25, at 11; Swansea,

URWIN, JOHN, Publican, Old Duke of Cumberland Inn, 1 Hind-st. West, Newcastle-upon-Tyne. Mar. 10, at 1; Newcastle-upon-Tyne.

WEIGHTMAN, EDWARD (sued as Edward Wightman), Publican, Old Queen's Head, 159 Pilgrim-st., Newcastle-upon-Tyne. Mar. 10, at 1; Newcastle-upon-Tyne.

MEETINGS.

FRIDAY, *Feb.* 13, 1857.

TAYLOR, ROBERT, Joiner and Builder, 15 Queen-st., Bishopwearmouth, Durham, At Mr. Brooke's Palatine Hotel, Bishop Wearmouth, on Mar. 2, at 4, to direct how, when, and where his real estate and reversionary interest shall be sold.

FRIDAY, *Feb.* 20.

BENNETT, JAMES, Wheelwright, Capel St. Mary, Suffolk. At Wellington Inn, Cart-st., Ipswich, on Mar. 9, at 7 p.m., to direct how and where his real estate shall be sold.

BOOTH, WILLIAM, Teacher of Music, Hopwood-la., Halifax. Mar, 13, at 10; Halifax. *Dir.*

HORSFALL, RICHARD, jun., Stonemason, Hartshead-cum Clifton, Dewsbury, Yorkshire. Mar. 13, at 10; Halifax. *Dir.*

DIVIDENDS.

TUESDAY, *Feb.* 17, 1857.

At ASSIGNEES OFFICE, 5 *Portugal-st., between* 11 *and* 3.

BOLTON, GEORGE BOLTON, Attorney's Clerk, 95 Nicols-sq., Hackney-rd. 1*s.* 11*d.*

BURKE, JOHN SMITH, Railway Contractor, 4 Rye-hill, Peckham. 9*d.*

BURKINSHAW, GEORGE, out of business, Coppergate, York. 7½*d.*

CARUGHI, PAUL, out of business, 139 High Holborn. 6½*d.*

DOBBIN, WILLIAM, Retired Assistant Clerk in the Paymaster-General's Office, 129 Chancery-la. 10*s.* 11*d.*

FOSTER, GEORGE, Boot and Shoe Maker, Knecton, near Bingham, Nottinghamshire. 9*d.*

FOULGER, JOHN, Tailor, 2 Wellington-ter., Liverpool-rd., Islington. 2*s.* 2*d.*

FRANCE, WILLIAM, Painter, Stockton-on-Tees, Durham. 2*s.* 6*d.*

FREEMAN, JOSEPH, Cow Keeper, 59 London-st., Tottenham-ct.-rd. 1*s.* 9*d.*

FRID, THOMAS, Grocer, Southampton-st., Camberwell. 7½*d.*

GIBSON, JOHN, Pensioner, Stanwix, Cumberland. 6*s.* 11*d.*

JADIS, VANE, Clerk in the Colonial Office, 137 Sloane-st. 3*s.* 3½*d.*, making 9*s.* 7*d.*

KEELING, THOMAS, Bill Broker, Peckham Rye. 1*s.* 6¾*d.*

MOCKETT, WILLIAM FORD, Corn Dealer, 3 Manor-pl., King's-rd., Chelsea. 2*s.* 10½*d*

PATCH, WILLIAM OTTO, Superannuated Clerk, Council Office, Whitehall, Exmouth, Devonshire. 5*s.* 4*d.*, making 15*s.* 3*d.*

POOL, HENRY, Journeyman Mason, Weston-super-mare, Somersetshire. 3*s.*

REDSHAW, ELIZABETH, Widow, 23 Frederick-st., Regent's-pk. 2*s.* 10*d.*

RICHARDSON, JAMES, Butcher, East-rd., Cambridge. 7½*d.*

RIDING, ROBERT, Joiner, Church-st., Altrincham, Manchester. 5*d.*

ROOFF, FREDERICK WILLIAM, out of business, St. Mildreds, Canterbury. 4*s.* 7*d.*

SHIRREFF, MELVILLE, Retired Clerk in the Greenwich Out-Pension Office, 135 Albany-rd., Camberwell. 2*s.* 3½*d.*, making 3*s.* 6½*d.*

STURMER, FREDERICK, Clerk, 50 Howland-st., Fitzroy-sq. 3*s.*, making 7*s.*

WARDELL, ROBERT, Journeyman Cooper, 249 Tottenham-ct.-rd. 5*s.* 11*d.*

WIGGLESWORTH, WILLIAM, Hairdresser, 8 Peel-sq., Bradford, Yorkshire. 1*s.* 5*d.*

FRIDAY, *Feb.* 20.

BLAKE, WILLIAM, at County Court Office, Newport, any day between 10 and 4. 1*s.* 1½*d.*

BUTCHER, JAMES, at County Court Office, Newport, any day between 10 and 4. 4½*d.*

DANIEL, EDWIN, at County Court Office, Stone, any day after Mar. 1, between 10 and 4. 4½*d.*

EDWARDS, JOHN, Surgeon, Dorchester, at G. Symonds' office, Dorchester. *Final Div.* 7*s.* 10*d.*

Assignments for Benefit of Creditors.

TUESDAY, *Feb.* 17, 1857.

BEECROFT, JOSEPH, Grocer, High-st., West Bromwich, Staffordshire. Jan. 27. *Trustee*, W. Harwood, Provision Dealer, Lee Bank-rd., Birmingham. *Sol.* James, Birmingham.

BLOXSOM, WILLIAM, Machinist, Walton, Leicestershire. Feb. 5. *Trustees*, W. Butlin, Ironfounder, Northampton; W. Holloway, Auctioneer, Northampton. *Sols.* Andrews, Market Harboro'; and Dennis, Northampton.

BOND, JAMES, Grocer, Dowlais, Glamorganshire. Jan. 29. *Trustees*, T. Smerdon, Flour Merchant, Cornish, Llandaff; J. Shapton, Commission Agent, Merthyr Tydvil. *Sol.* Smith, Merthyr Tydvil.

BRIDGLAND, EDWARD, Carpenter, Sissinghurst, Kent. Jan. 31. *Trustees*, G. Crampton, Miller, Sissinghurst; C. Chantler, Farmer, Hockridge. *Sol.* Farrar, Cranbrook, Kent.

DOWDING, GEORGE, Draper, 6 Commercial-pl., Caledonian-rd., Islington. Feb. 2. *Trustees*, D. Chapman, Warehouseman, Falcon-sq.; L. Bew, Warehouseman, Wood-st., Cheapside. *Sol.* Keighley, 20 Moorgate-st.

SMITH, THOMAS, Timber Merchant, Teignmouth, Devon. Jan. 19. *Trustee*, T. Brown, Merchant, Restarick, Devonport. *Sol.* Elworthy, 6 Courtenay-st., Plymouth.

STANWIX, ELIZABETH, Widow, Victualler, Warwick. Feb. 9. *Trustees*, W. Hues, Manager of the Warwick and Leamington Brewery, Warwick; W. Parrott, Manager of the Union Wharf Co., Warwick. *Sols.* Haynes & Moore, Warwick.

SWAN, THOMAS, & THOMAS REED REIKES SWAN (Swan & Son), Linen and Woollen Drapers, 139 Villiers-st., Sunderland. Jan. 29. *Trustee*, J. Waller, Linen and Woollen Draper, Newcastle-upon-Tyne. *Sol.* Hoyle, 30 Grey-st., Newcastle.

FRIDAY, *Feb.* 20, 1857.

DILKES, FREDERICK THOMAS, Shoe Manufacturer, Leicester. Feb. 13. *Trustees*, T. Mitchell, Cabinet Maker, Leicester; C. Spencer, Currier, Leicester. *Sol.* Stevenson, Leicester.

KIRKBY, JOSEPH, Builder and Cabinet Maker, Henlow, Bedfordshire. Feb. 4. *Trustees*, F. Brown, Ironmonger, Farley-rd., Luton; R. Brown, Timber Merchant, Stuart-st., Luton; E. O. Williams, Builder, Guildford-st., Luton. *Sol.* Bailey, Luton.

Partnerships Dissolved.

TUESDAY, *Feb.* 17, 1857.

ARMSTRONG, RICHARD, & WILLIAM WATSON KNIGHT, General Merchants, 14 Mark-lane. Feb. 13.

JAMESON, JOHN BLAND, & JOSEPH JAMESON, Cotton Spinners, Heywood, Lancashire. Jan. 1.

CARPENTER, HANNAH, & SUSANNAH CARPENTER, Milliners, High-st., Warwick. Jan. 29.

COURTS, MANASSEH, & JOHN TAYLOR, Manufacturers, Coventry. Debts received and paid by Taylor. Feb. 14.

COWAN, ALEXANDER, & JOHN PENDER (John Pender & Co), Merchants, Manchester and Glasgow. Dec. 31.

DOTHIE, JAMES, & JOSIAH SOUNDY, Tobacconists, Ipswich Feb. 14.

DUNN, ALFRED, & GEORGE GARDNER, Mercers, Chichester. Debts received and paid by Dunn. Feb. 16.

FORRISTER, MARTIN, ISAAC HUNT, BENJAMIN BRIDGE, JOSEPH HUTSBY, CHARLES BROWN, & JOHN LUSTY EVANS (East Vale Colliery Co.), Coalmasters, Weston Coyney, Longton, Staffordshire; as regards I. Hunt. Jan. 31.

GOMERSALL, JOSEPH, JOSEPH BERRY, & JOHN SCHOLEFIELD, Woollen and Worsted Spinners, Valley Mill, Heckmondwike, Yorkshire. Debts received and paid by Gomersall & Berry. Feb. 7.

GRAVIL, KITCHINGMAN, & ADAM MIDGLEY (Gravil, Midgley, & Co.), Grocers, Halifax. Debts received and paid by Gravil. Feb. 12.

HANSON, THOMAS, & JESSE HANSON, Farmers, Long Lee, Keighley, Yorkshire. Feb. 5.

HEIGHINTON, EDWARD, & THOMAS LAWRENCE, Sword and Bayonet Manufacturers, Birmingham. Jan. 30.

HETHERINGTON, FLETCHER, & CROWN VASS, Commission Agents, 3 Old Fish-st. Debts received and paid by Hetherington. Feb. 13.

HOLGATE, JOHN, of Burton in Lonsdale, & MARY HOLGATE, Linendrapers, Bradford, Yorkshire (John & Mary Holgate). Debts received and paid by J. Holgate, jun., 67 Kirkgate, Bradford. Jan. 31.

HOWARD, DANIEL (deceased), CHARLES THOMAS, & MARY HOWARD (Howard & Thomas), Quilt Manufacturers, Edward-st., Oldham-rd., Manchester. Debts received and paid by Thomas. Dec. 31.

HOWARTH, GEORGE, & RICHARD HOWARTH (George Howarth & Son), Cotton Spinners, Bury, Lancashire. Debts received and paid by R. Howarth. Feb. 12.

HUGHES, HENRY, MARIA ISABELLA FLOCKTON, & HENRY BUNNING, Tar Manufacturers, Plough-bridge, Rotherhithe; as concerns H. Hughes. Dec. 31.

JOBSON, EDWARD, & THOMAS HORSFALL, Curriers, Newcastle-upon-Tyne. Feb. 14.

JOHNSON, RICHARD WILLIAM, & THOMAS WILLIAM KINDER (Railway Carriage Co.), Oldbury, near Birmingham. Debts received and paid by Johnson. Jan. 31.

M'GREW, JAMES, & ALEXANDER M'GREW (James M'Grew & Co.), Grocers, Liverpool. Debts received and paid by A. M'Grew. Feb. 9.

RODGERS, JOHN, HENRY ATKIN, JOSEPH NELSTROP, ROBERT NEWBOLD, GEORGE JOSEPH RODGERS, & JOSEPH RODGERS, jun. (Joseph Rodgers & Sons), Merchants, Silversmiths, and Manufacturers of Cutlery, Sheffield; as regards J. Rodgers and H. Atkin. Dec. 31, 1856.

SCHROEDER, HENRY SCHULDHAM, CHARLES GODDARD, & CHARLES MORTLEMAN (Schroeder, Goddard, & Co.), Russia Brokers, Old Broad-st.; as respects C. Goddard. Feb. 16.

SCOTT, JOHN ALDERSON, & EDWARD STOYLE CORNWALL, Builders, 11 New Inn-yd., Shoreditch. Feb. 12.

STERRY, RICHARD, JOSEPH STERRY, HENRY STERRY, & ALFRED STERRY, Oil Merchants (Sterry, Sterry, & Co.), 23 Cannon-st., and (Joseph Sterry & Sons) 156 High-st., Southwark; as regards A. Sterry. Feb. 12.

SUGDEN, SAMUEL, ROBERT BORRAS, JOHN EDENSON, & SAMUEL SUGDEN, jun. (Sugden, Borras, & Co.), Warehousemen, 12 Aldermanbury. Debts received and paid by S. Sugden. Dec. 31.

SYBRANDT, DARIUS, & ALEXANDER ALCOCK NEVINS, Cotton Merchants, New Orleans, in the United States of America. Debts received and paid by Sybrandt. Feb. 12.

TAYLOR, EDWARD, THOMAS ALLEN, & WILLIAM TAYLOR, Merchants, 8½ Edmund-st., Birmingham; as regards T. Allen. Feb. 1.

TILLOTSON, THOMAS, Sheffield, & EDWARD MARSHALL, New York, in the United States of America, Merchants. Jan. 1.

WELCH, FREDERICK ISAAC, THOMAS WELCH, & WALTER WELCH (Welch & Sons), Tanners, Dean-st., Birmingham; as regards T. Welch. Feb. 12.

WINDER, ROBERT, JAMES WILKINSON, & THOMAS KNOWLES, Tanners, Great Bolton and Whittle-le-Woods, Lancashire; as respects R. Winder. Feb. 12.

FRIDAY, *Feb.* 20.

ABERCROMBIE, ROBERT, & JOHN MANLEY, General Practitioners in Medicine, West Bromwich, Staffordshire. Debts received and paid by Manley. Feb. 18.

BIDWELL, JOHN, & GEORGE PRENTIS SHEPHERD, Chemists and Druggists, Guildford, Surrey. Feb. 14.

CHURCHWARD, JOHN, & FREDERICK WILLIAM FULTON, Spice Merchants, Stamford-house, South Lambeth. Debts received and paid by Fulton. Feb. 2.

CLARK, EDEN, & CHARLES SHORLAND, General Ironmongers, Manchester. Debts received and paid by Shorland. Jan. 3.

CLEVELAND, THOMAS BERRY, & WILLIAM PENN COX, Newspaper Proprietors and Printers, Leicester. Feb. 17.

COOKE, JAMES, & THOMAS PIGG (Cooke & Co.), Paper Makers, Moorsley Bank Paper Mill, Durham. Debts received and paid by Cooke. Jan. 18.

CUNARD, JOSEPH, ALFRED BRETT, & ALGERNON S. AUSTEN, Insurance Brokers, London, Liverpool, & Southampton. Jan. 1.

DANSON, ELIZABETH, jun., ANNE DANSON, ELIZABETH KIDGER, & ANNIE KIDGER, Ribble Bank, Preston, Lancashire. Jan. 16.

DIBLEY, EDMUND, & HENRY JEWELL, Linen and Woollen Drapers, Dorking. Debts received and paid by Dibley. Aug. 1.

DOWSON, ROBERT, HENRY JERRISON, BENJAMIN CARTER, Stonemasons, Stockton, Durham. Feb. 2.

EVERETT, WILLIAM SMITH, & JAMES GOSLING EVERETT, Linen and Woollen Drapers, Winchester. Debts received and paid by W. S. Everett. Feb. 14.

FOWLER, FREDERICK JAMES, & WILLIAM HOWE (Fowler, Howe, & Co.), Manufacturers of Britannia Metal Goods, Love-st., Sheffield. Debts received and paid by Fowler. Feb. 14.

GILPIN, WILLIAM LAWRENCE, GEORGE FEATHERSTONE GRIFFIN, & JOHN ELPHINSTONE MILTON (London Anti-Oxyde Paint Co.), New Bridge-st., Blackfriars. Feb. 14.

GREENING, TIMOTHY, & ROBERT COOK, Wire Drawers, Warrington, Lancashire. Debts received and paid by Cook. Feb. 13.

GRIST, HENRY, WILLIAM GRIST, & JOHN GRIST (Grist & Sons), Flock Manufacturers, Merrett's Mills, & Rooksmoor Mill, Stroud, Gloucestershire, & 22 Boar-lane, Leeds. Feb. 7.

HARMAN, ROBERT, & PURTON WESTON, Drapers and Grocers, Long Crendon, Buckinghamshire. Debts received and paid by Harman. Feb. 18.

HAZELDINE, GEORGE, & THOMAS CHARLES MATTS, Coach Manufacturers and Contractors, Lant-st., Southwark. Debts received and paid by Hazeldine. Dec. 31.

KER, ROBERT, GEORGE SCHOLFIELD, EDWARD DOERING, JOSEPH CHENEY BOLTON, GILBERT M'MICKING, & WILLIAM KER, jun., and the firms of KER, DOERING, & Co.; and SCHOLFIELD, DOERING, & Co.; at Batavia under firm of Pitcairn, Syme & Co.; at Singapore under firm of Syme & Co.; and at Manilla under firm of Ker & Co. Dec. 31.

KIALLMARK, GEORGE W. B., & THOMAS TRULOCK (Kiallmark & Co.), Cement Manufacturers, Dunball, Somersetshire. Jan. 1.

LOVIBOND, BENJAMIN, & WILLIAM GLYDE, Attorneys-at-Law, Weston-super-Mare, Somersetshire. Dec. 31.

MATHEWS, JOHN, & EDWARD KING, Salt Merchants, Pope's Cottages, King-st., Hammersmith. Debts paid and received by Mathews. Feb. 16.

MURGATROYD, JAMES, & JAMES OLDFIELD, Woolstaplers, Halifax. Debts paid and received by Oldfield. Feb. 17.

MURPHY, GEORGE, & BENONI CROFT, Pianoforte Dealers, 195 Tottenham-ct.-rd. Debts paid and received by Croft. Feb. 11.

PETROCOCHINO, EUSTRATIO PANDIA, MARIUS CONSTANTINE CARALLI, ZANNI DEMETRIUS CARALLI, THEMISTOCLES PANTALEONE PETROCOCHINO, & ALEXANDER PANDIA PETROCOCHINO, Merchants, Malta and Constantinople, under firm of Petrocochino & Co.; Rio de Janeiro, under firm of T. Petrocochino & Co.; and in London, under firm of A. P. Petrocochino. Dec. 31.

PROCTER, ROBERT, & WALTON DRIVER, Cotton Manufacturers, King-st. Mill, Habergham Eaves, Burnley, Lancashire. Dec. 5.

ROBINS, WILLIAM LEWEN TUGWELL, & JOHN HENRY COX (Robins & Co.), Portland Cement Manufacturers, Great Scotland-yd., Whitehall, and Northfleet, Kent. Debts paid and received by Robins. Dec. 31.

SALTER, GEORGE, & WILLIAM NOBBS, Boot & Shoe Salesmen, 19 London-st., Greenwich; 2 Douglas-pl., Deptford; and 21 High-st., Newington. Feb. 14.

SHARPE, WILLIAM, & EDMUND SHARPE (Sharpe, Brothers, & Co.), Earthenware Manufacturers, Swadlincote, Derbyshire. Debts paid and received by W. Sharpe. Feb. 18.

SIBLEY, JOHN, & THOMAS SIBLEY (Sibley & Son), Macinists, Ashton-under-Lyne. Feb. 16.

SPENCE, JAMES, & ALEXANDER MACALLISTER BUCHANAN, Silk Mercers, 77 and 78 St. Paul's-churchyd. Debts paid and received by Spence. Feb. 1.

WALTON, JOSEPH, JOHN WALTON, of Stanhope, JACOB WALTON, JONATHAN WALTON, & JOHN WALTON, (Walton & Co.), Worsted Spinners, Alston, Cumberland. As respects John Walton, Alston. Feb. 7.

WILLIAMS, GEORGE LLOYD, & JAMES HENRY (Gordon & Co.), Insurance Brokers, 82 Mark-la. Feb. 16.

WRIGHT, WILLIAM ARCHER, JAMES WRIGHT, & WILLIAM ARCHER WRIGHT, sen., since deceased, Farmers, Dunmow Farm, Great Dunmow, Essex. Feb. 11.

[*Extract from* Edinburgh Gazette, *Feb.* 17.]

THOMAS, ALEXANDER, DAVID HENDERSON, & ANDREW DEAS, Trustees and Executors of DAVID BROWN, Esq., Rosceland Cottage, Linlithgow, have ceased to be partners of, or interested in the Western Bank of Scotland, Central Bank of Scotland, Linlithgow Coal Gas Light Company, Agriculturalist Cattle Insurance Company, United Kingdom Life Assurance Company, and the General Life and Fire Assurance Company.

Creditors under Estates in Chancery.

TUESDAY, *Feb.* 17, 1857.

CHOLMELEY, FRANCIS (who died in May, 1854), Esq., Brandsby-hall, Yorksh. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before March 18, at V. C. Stuart's Chambers.

CHOLMELEY, HENRY PHILIP (who died in August, 1856), Esq., Brandsby-hall, Yorksh. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before March 18, at V. C. Stuart's Chambers.

CLAPPERTON, JAMES (who died in April, 1835), Publican, Builders' Arms, Grundy-st., Poplar. Creditors to come in and prove their debts on or before March 26, at V. C. Kindersley's Chambers.

NOBLE, GEORGE (who died in April, 1835), Builder, Woodford-bridge, Essex. Creditors to come in and prove their debts on or before March 2, at the Master of the Rolls' Chambers.

STEWART, JANE MARIA (who died in Sept., 1854), 23 Circus-rd., St. John's-wood. Creditors to come in and prove their claims on or before March 30, at V. C. Stuart's Chambers.

STEWART, JOHN (who died in April, 1853), Esq., 23 Circus-rd., St. John's-wood. Creditors to come in and prove their debts or claims on or before March 30, at V. C. Stuart's Chambers.

TURK, ELIZA (who died 11th June, 1856), Spinster, Alfred-house, Clapham. Incumbrancers to come in and prove their incumbrances on or before June 11, at V. C. Stuart's Chambers.

FRIDAY, *Feb.* 20, 1857.

ANSTEY, GEORGE (who died in Sept. 1826), Esq., Montagu-st. north, Russell-sq. Creditors to come in and prove their claims on or before Mar. 6, at V. C. Stuart's Chambers.

BROCKSOPP, THOMAS sen. (who died in Feb. 1855), Hosier, 12 Wood-st., Cheapside, and Nottingham. Creditors to come in and prove their debts on or before Mar. 18, at V. C. Stuart's Chambers.

ELLIS, JOHN (who died in Oct. 1856), Pulteney-st., Bath. Creditors to come in and prove their debts on or before Mar. 18, at Master of the Rolls' Chambers.

ILLINGWORTH, JONATHAN ACKROYD (who died in Aug. 1854), Surgeon, Bradford, Yorkshire. Creditors to come in and prove their debts on or before April 3, at V. C. Stuart's Chambers.

LANGAN, CHARLES (who died in Dec. 1851), Publican, Liverpool. Creditors to come in and prove their debts on or before Mar. 20, Registrar's office, 1 North John-st., Liverpool.

DUMELOW, THOMAS BROWN (who died in May, 1851), Maltster and Farmer, Chellaston, Derbyshire. Creditors to come in and prove their debts on or before Mar. 21, at Master of the Rolls' Chambers.

RUSSELL, THOMAS (who died on Sept. 1, 1855), Esq., 40 Canonbury-sq., Middlesex. Creditors to come in and prove their debts on or before Mar. 18, at Master of the Rolls' Chambers.

WHITTINGSTALL, EDMUND FEARNLEY (who died in Mar. 1856), Esq., Banker, Langley Bury, Hertfordshire. Creditors and incumbrancers to come in and prove their debts or claims on or before Mar. 16, at Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Feb.* 17, 1857.

UNIVERSAL SALVAGE COMPANY.—Master Richards has peremptorily ordered a call of £6 7*s.* per share to be made on each contributory, to be paid (after debiting his account in the Company's books with such call) Mar. 3, at 11, at the offices of Mr. Ernest, 90 Cannon-st.

CAMERON'S COALBROOK STEAM COAL AND SWANSEA AND LOUGHOR RAILWAY COMPANY.—Master Richards purposes, Feb. 23, at 1, to make a call of £2 per share upon all the contributories of the said Company settled upon the list up to this time.

METROPOLITAN CARRIAGE COMPANY.—Master Humphry will proceed, on Mar. 3, at 11, to settle the remainder of the list of contributories of this Company; and, Mar. 4, at 11, to dispose of the claims of creditors in the said matter. Claims to be placed on the file of proceedings, and notice given to the Official Manager, four days at least prior to the day of such meeting.

GENERAL INDEMNITY INSURANCE COMPANY.—A petition for the dissolution and winding-up of this Company was presented, on Feb. 16, to the Lord Chancellor by Richard Wooldridge, Titchfield, Hants, Gent., which will be heard before V. C. Wood on Feb. 28. *J. & J. H. Linklater & Hackwood*, Solicitors for the Petitioner, 17 Size-lane.

FRIDAY, *Feb.* 20, 1857.

UNIVERSAL PROVIDENT LIFE ASSOCIATION.—The Master of the Rolls peremptorily orders a call of £1 10*s.* per share to be made on each contributory, and to be paid (after debiting his account in the books of the Association with such call) on March 2, at 11, to H. Croysdill, Official Manager, 84 Basinghall-st.

LANCASHIRE DEBT GUARANTEE COMPANY.—V. C. Stuart will proceed, on March 4, at 1, to settle the list of contributories.

SAINT DENNIS CONSOLS CHINA CLAY WORKS AND TIN MINE.—V. C. Wood, will proceed on March 12, at 12, to settle the list of contributories.

Scotch Sequestrations.

TUESDAY, *Feb.* 17, 1857.

CARMICHAEL, JAMES, Corn Merchant, Dundee. Feb. 21, at 12, British Hotel, Dundee. *Seq.* Feb. 10.

CLUBB, JAMES, Painter, Findlay-st., Glasgow. Feb. 25, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 14.

CUNNINGHAM, JAMES, or JAMES METHVEN CUNNINGHAM, Grocer, Kilwinning. Feb. 20, at 12, King's Arms Inn, Irvine. *Seq.* Feb. 12.

FORGAN, THOMAS RUSSELL, Farmer, Middlehouse, Carluke. Feb. 21, at 12, Commercial Inn, Carluke. *Seq.* Feb. 10.

GREIG, JAMES, Farmer, Fallside, Glenbervie, Kincardineshire. Feb. 19, at 2, Mill Inn, Stonehaven. *Seq.* Feb. 9.

M'LEAN, NEIL, Dairyman, Clydebank, Govan. Feb. 24, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 13.

M'MAHON, HUGH, Clothier, Blairgowrie. Feb. 21, at 1, Procurator's Library, County Buildings, Perth. *Seq.* Feb. 12.

FRIDAY, *Feb.* 20, 1857.

CAMPBELL, DONALD, Carter, Glasgow. Feb. 24, at 2, Faculty Hall, St. George's-pl., Glasgow. *Seq.* Feb. 14.

CROMER, GEORGE, Malt Liquor Merchant, Glasgow. Mar. 2, at 12, Buck's Hotel, Argyle-st., Glasgow. *Seq.* Feb. 18.

KERR, W. & T., Wrights and Builders, Glasgow. Feb. 26, at 2, Faculty Hall, St. George's-pl., Glasgow. *Seq.* Feb. 16.

NICOL, JAMES, China, Glass, and Stoneware Merchant, 2 Ship-row, Aberdeen. Mar. 2, at 1, Lemon-Tree Tavern, Aberdeen. *Seq.* Feb. 17.

ROBB, JOHN, Painter, 27 Pitt-st., and 1 Summer's-pl., Edinburgh. Feb. 27, at 3, Stevenson's-rooms, St. Andrew-sq., Edinburgh, *S. q.* 1 eb. 16.

STEWART, WILLIAM, Tacksman, Stronchormaig, Argyll. Feb. 27, at 12, Argyll Arms Inn, Inverary. *Seq.* Feb. 16.

EQUITY AND LAW
LIFE ASSURANCE SOCIETY.

THE ANNUAL GENERAL MEETING

Of this Society was held at the

OFFICE, NO. 26, LINCOLN'S INN FIELDS,

On THURSDAY, the 19th inst.,

GEORGE LAKE RUSSELL, Esq., in the Chair.

THE FOLLOWING

REPORT AND STATEMENT OF ACCOUNTS

WERE PRESENTED.

Report of the Directors of the "Equity and Law Life Assurance Society," to the Annual General Meeting, held on Thursday, the 19th February, 1857.

The Directors have much pleasure in submitting to the Proprietors a report of the progress of the Society during the last year, and of the position of its affairs at the present time.

During the year 1856, 161 Policies were issued for assurances, amounting to £162,745, and producing in new premiums the sum of £5,004 2s. 7d. These amounts are greater than in any previous year during the existence of the Society, and exhibit an increase of upwards of 17 per cent. upon the new premiums of the year 1855.

From the establishment of the Society to the 31st December, 1856, there have been issued 1,703 Policies for Assurances, amounting to £1,602,538; of these, 539 for £453,858 have lapsed from various causes, leaving in force at the close of the last year 1,164 Policies for Assurances, amounting (exclusive of bonus additions) to £1,148,680, showing an increase upon the amount in force at the end of 1855, of £108,695.

By the accounts, which have been certified by the Auditors, and of which every Shareholder has been furnished with a printed copy it will be observed that the total income of the Society for the year, amounted to £43,653 6s. 3d.; and the total charge for payments of all descriptions to £25,262 11s. 10d., leaving a surplus of £18,390 14s. 5d. to be carried to the credit of the Assurance Fund; so that the realised assets of the Society, after making provision for every ascertained liability outstanding, are now increased to the sum of £187,229 11s. 7d.

Claims have arisen during the year in respect of 15 Policies for £11,250; of which those of the participating class, amounting to £5,350, have had appropriated to them in addition, bonuses amounting to £611 15s. 2d. These claims are considerably less than might have been anticipated.

The Directors who, pursuant to the provisions of the Deed of Settlement, retire by rotation upon the present occasion, are—Mr. Wilbraham, Mr. Kensit, Mr. Russell, and Mr. Lucas; and Dr. Phillimore and Mr. Rudd are the retiring Auditors, the former for the Proprietors, the latter for the Assured. These gentlemen are eligible for re-election.

The Directors regret to announce that two of their most esteemed colleagues, Mr. Raymond Barker and Mr. Bonsor, have resigned their seats at the Board, finding that a continued attention to the affairs of the Society would be incompatible with their other occupations. The vacancies thus created will also have to be filled up at the present meeting.

In conclusion, the Directors may observe, that they are satisfied that the statements they are enabled to make in this report, will bear a most favourable comparison with those put forth by any office of similar, and by many of much longer standing. They believe that this Society affords all the real advantages which have been introduced into the practice of Life Assurance; and they refer to the position it has attained, and to the steady increase of its business and resources, as just grounds for the confidence and support of the shareholders, the profession, and the public.

GEORGE LAKE RUSSELL, Chairman.

REVENUE ACCOUNT FOR THE YEAR ENDING DECEMBER 31st, 1856.

	£ s. d.	£ s. d.		£ s. d.	£ s. d.
Balance of Assets, Dec. 31st, 1855, as per last Account		168,848 17 2	Claims with additions	11,861 15 2	
New Premiums	5,004 2 7		Surrendered Policies	904 19 4	
Renewed Premiums	30,200 8 4		Annuities	943 9 10	
Dividends, Interests, Rent, &c.	8,078 17 9		Re-assurances	3,259 2 2	
Fines and Licences	31 1 0		Proprietors' Dividend	2,750 0 0	
Bonus on Re-assurances	77 7 0		Expenses of Management	3,345 10 8	
Re-assurance surrendered	80 3 9		Commission	1,553 9 11	
Commission on Re-assurances	170 10 10		Income Tax	402 9 1	
Transfer and Valuation Fees	10 15 0		Extra Premiums returned	126 9 4	
		43,653 6 3	Difference upon Sales of Stock	47 11 4	
			Bonus paid in Cash	67 15 0	
					25,362 11 10
			Balance as below, viz.:—		
			Proprietors' Fund	59,907 19 7	
			Assurance Fund	127,331 12 0	187,239 11 7
		£212,502 3 5			£212,502 3 5

BALANCE SHEET DECEMBER 31st, 1856.

LIABILITIES.	£ s. d.	£ s. d.	ASSETS.	£ s. d.	£ s. d.
Proprietors' Dividends due	3,321 15 9		Government Securities		33,288 7 7
Claims admitted, but not yet paid	535 0 0		Bank Stock		7,118 18 7
Sundry Accounts outstanding	668 5 8		Mortgages		115,542 0 10
		4,525 1 5	Loans on Policies and Bonds		8,153 16 2
Balance as above—viz.:			Great Northern Railway Preference Stock		5,846 5 0
Proprietors' Fund	59,907 19 7		Property in Chancery Lane		8,784 16 10
Assurance Fund	127,331 12 0		Premiums, Interest, &c., due		2,928 3 2
		187,239 11 7	Cash at the London and Westminster Bank—viz.:		
			On Drawing Account	2,102 4 10	
			On Deposit Account	8,000 0 0	
					10,102 4 10
		£191,764 13 0			£191,764 13 0

29th January, 1857. *We have carefully examined the above Accounts, and find the same to be correct.*

(Signed) ROBERT J. PHILLIMORE, ERIC RUDD, JOHN BOODLE, ALEX. EDGELL, } *Auditors.*

The Chairman, in moving the adoption of the Report, stated that the amount of new business transacted by the Society had greatly increased,—that although the claims had necessarily increased, the amount was much below the sum which might have been expected. The Securities were annually investigated by a Special Committee, and it appeared from their report that all the moneys of the Society were well and securely invested.

The Report was unanimously adopted.

The retiring Directors and Auditors were re-elected. Mr. George Abraham Crawley and Mr. John William Hawkins were elected Directors, to supply the vacancies mentioned in the Report.

After the usual votes of thanks the meeting separated.

To SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

To NON-SUBSCRIBERS.—*Gentlemen who desire to be supplied with the future numbers of this paper are requested to send their orders to the Office of the Company, 13, Carey-street, Lincoln's Inn, London, W. C.*

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE SOLICITORS' JOURNAL.

LONDON, FEBRUARY 28, 1857.

THE NEW MASTER OF THE QUEEN'S BENCH.

In making legal appointments, the plan of putting a round man into a square hole is not by any means likely to become obsolete; and it would almost seem as if certain high authorities thought that it was a good plan, and one which should be adopted even more frequently in choosing a Judge or Master than in making up a Cabinet. We can readily conceive reasons why, a few years back, the present PREMIER should not have been offered the post of Foreign Secretary, and why the late Sir WILLIAM MOLESWORTH should only have attained with difficulty and delay to the position of Colonial Minister. It is also easy to understand that places in the Cabinet, then about to be constructed, must at all events have been found for two such influential politicians; and it was therefore necessary to devolve upon them duties which they did not understand, and did not feel disposed or obliged to learn. The consequence was, that very little was done in the departments of those Ministers, and still less was well done. But of the obstruction of public business there were few or no complaints; and when the evil was pointed out, it was generally regarded as a natural and inevitable defect of a system of Government which has many countervailing excellences.

But if a Secretary of State does not understand his duties, he is usually able to delay acting until he has obtained competent advice, and the office over which he is called upon to preside generally contains men who are able to guide him in his difficulties; and their assistance may be given privately, and without appearing to the outer world to have been given at all. Sometimes, however, it has happened that the political necessities of the hour have forced into the office of Lord Chancellor of England or Ireland a lawyer as little familiar with courts of equity as Lord PALMERSTON may have been with the Home Office, or Sir WILLIAM MOLESWORTH with Public Works. Now, it would scarcely occur to the most devoted worshipper of our Constitution to pretend that Lord TRURO or Lord CAMPBELL would have been likely to make better judges in Chancery, because they had spent their lives and energies in the Courts of Common Law. To say that a round man ought, for his own and the public benefit, to be taken out of a round and put into a square hole, would be rather too extravagant; and yet this is exactly what was done in the case of Lord TRURO, and in many cases before his time. Lord CAMPBELL also was put for a time into a square hole; but he, wiser or more fortunate than others, found an opportunity of dropping into a round one, where he has been remarkably comfortable ever since.

So great an officer as the Lord Chancellor is fenced about with a dignity and splendour which dazzle the majority of mankind, and hinder them from criticising too minutely the manner in which he does his work. Besides, the Chancellor usually sits as a Judge of Appeal; and a novice at the work would probably not do very wrong if he contented himself at first with affirming, or, perhaps, where appeals come from certain judges, with reversing, in all cases, the judgment of the court below. It may be added that, whenever doubt was felt, it would be easy to reserve judgment, and even a Lord Chancellor might procure efficient help, until diligent study should have rendered him more competent to discharge his duties.

But whatever illusion may exist in the colonies as to the knowledge of a Minister, or among the laity as to the learning of a judge, it is impossible to deceive attorneys as to the competency of a newly-appointed master for the duty of taxing their bills of costs. An official of this rank has neither voluminous robes and wig, nor obsequious attendants, nor exalted dignity, to confuse our perception of his inexperience; and, besides, his conduct is observed, not by distant or ignorant spectators, but by those who understand and feel in their own pockets the measure and the consequences of every error he commits. Nor can a taxing master, like a Lord Chancellor, relieve himself of a painful responsibility, by affirming a previous decision, or by reserving judgment, and privately obtaining the assistance of more experienced men. He decides in the first instance, and he has, in a single morning, to consider and dispose of not one only, but a score or more of questions, upon each of which probably he never expended one moment's thought before. It is, of course, impossible for any unpractised intellect, however able, either to do such work as this when first appointed, or even to impose upon those around him by a decent pretence of doing it. If a newly-created taxing-master had the faculties of HARDWICKE, MANSFIELD, and ELDON combined in his own mighty mind, he could not decide a single disputed item of a bill of costs unless he was familiar with the scales of fees, and with the rules and practice. Nor can it be conceived as possible that any barrister, however diligent, should make himself familiar with this branch of legal learning until he actually felt a direct personal interest in doing so. There are doubtless men at the bar who know a good deal of the law of courts in which they do not practise; and we have heard that skilful connoisseurs in art, eminent chemists, and erudite theologians may be counted among the veterans of Westminster Hall. But we certainly do not believe in the existence of an amateur in costs. We think that the most active and vigorous intellect would shrink from the effort necessary to make out or to tax an imaginary bill.

We understand that Mr. HODGSON, who has lately become Master of the Queen's Bench, feeling the difficulty of his new duties, obtained the assistance of a brother master, who sat by his side during the taxation, heard the arguments, and suggested, in an under-tone, what the decision on every question ought to be. Now, we suppose that if the SOLICITOR-GENERAL were to be appointed a Vice-Chancellor, and were to take his seat on Monday, with Sir W. P. WOOD by his side to prompt him, considerable surprise would be expressed, both by the profession and by the public, and it would be thought that judicial dignity had been sadly compromised. But yet, supposing it to be necessary or conformable to our time-honoured Constitution to devolve duties upon a man who cannot possibly be qualified to perform them, and supposing, also, that these duties must be discharged forthwith, and publicly, we do not see what better course could be adopted than that which we have ventured to suggest. We are very far indeed from intending to say anything disrespectful or injurious to Mr. HODGSON. He is, we believe, an able and accomplished man, well versed both in the theory and practice of his profession—*teres atque rotundus*—but he has been put by Lord CAMPBELL into a square hole; and strangely enough the daily newspapers, in announcing that he had been so placed, rather anxiously

assured us that he was round. We dare say that with time and friction the new Master will come to fit his place more easily; and if we cannot obtain the appointment of taxing officers properly qualified at the outset, the next best thing is to see men chosen who have ability, industry, and, above all, a conscience to urge them to qualify themselves for their task as speedily and thoroughly as they can. It is due to Mr. HODGSON as well as to Lord CAMPBELL to assume that he is such a man; and we believe that, for making the best of a bad system, a more judicious choice could not easily have been made. A very little time well used will enable Mr. HODGSON to dispense with the promptings of Sir A. D. CROFT; and we think that, in the meantime, if he felt that he must have that aid, he did well to receive it openly.

We do not, of course, forget that the taxation of costs is only one of the duties of a Master of the Queen's Bench, although attorneys may well be pardoned for thinking it the most important of them. For his other functions it is probable that Mr. HODGSON, having been a reporter in the court of which he is now an officer, is remarkably well qualified. But surely this circumstance cannot be expected to reconcile attorneys to the sight of the new master trying his "'prentice hand" upon their bills. And it is scarcely necessary to point out that every one of the questions that come before the taxing officer concerns not only the attorney who is to receive, but the party who is to pay the costs. We have urged on various occasions that a wider discretion ought to be exercised by taxing masters in all courts, and that as they should have the liberty, so they should have the capacity and the will, to consider what may be a fair remuneration for the work actually done in the particular case. To discharge this duty satisfactorily it would be almost inevitable to appoint solicitors, and this has been done in the Court of Chancery; but we cannot say that the taxing officers of that Court have fulfilled the expectations formed of them.

THE CASE OF THE ARROW.

It would be foreign to the purposes of this journal to discuss the political bearings of the quarrel with China, which led to the brilliant debate in the Lords on Tuesday night. There is a side to the question, apart from these, which must have a deep interest for every lawyer. Lord LYNDHURST and the LORD CHANCELLOR laid down broad principles of international law diametrically opposed to each other, and, in a legal point of view, far more important and curious than the particular set of facts which elicited their statement. As our readers have probably heard quite enough about the Arrow and Sir JOHN BOWRING, we shall confine ourselves to a consideration of the rival principles, each of which can claim such high authority.

Lord LYNDHURST lays it down as a self-evident truth, which "no man can by possibility with any show of reason dispute," that "you may give any rights, or any privileges, to a foreigner or to a foreign vessel, as against yourselves, but not as against foreigners." Lord CRANWORTH, on the contrary, holds—though he rather implies than states—the doctrine "that any sovereign state can give any rights to any person as against all the world." There can be no doubt that Lord LYNDHURST'S view of the case appears at first sight to be not only true, but, as he himself considered it, self-evident; whereas the principle which we have attributed to Lord CRANWORTH looks paradoxical. With the most unaffected diffidence as to the soundness of a view opposed to so great an authority as that of Lord LYNDHURST, we must express our opinion in favour of the latter principle, and we feel that the practical consequences of the adoption of either are so important that, at the risk of engaging in a somewhat abstract discussion, we will state the reasons which have led us to this conclusion. Understanding by the words "a law" a command prescribing a course of conduct, and by the words "a right" a power which can be enforced by law, it follows that, as between sovereign states, there are, strictly speaking, neither laws nor rights. The expressions "laws of nations" and "rights of nations" are therefore metaphors. The nearest approach to a law between two nations is an understanding between them that in certain events the one will make war on the other; and the nearest approach to a right on the part of a nation or of an individual, against a foreign nation, is an understanding that if the nation or individual is prevented from acting in a particular manner, war will follow against the nation so preventing him. The proposition which we have attributed to Lord CRANWORTH forms the logical conclusion from these premises. Any sovereign state can give to any person whatever "a right" (as we have defined it). to pursue towards any other state any course of conduct, however monstrous or wicked. If we passed a law here that any Frenchman who committed murder should by that act acquire the privileges of an English subject, and should be claimed by, and given up to, any English consul, Frenchmen would thereby acquire a right to commit murder. That is, they would acquire a power of commiting murder *plus* the protection afforded by our agents (whatever that would be worth); and if the French Government chose to refuse such a demand their refusal would be a violation of that right, and would be a cause of war. If for France we were to substitute Tahiti in this illustration, it is obvious that such a right would be as solid as any right whatever.

Such language as this sounds, of course, to the last degree absurd and paradoxical; but this only arises from a want of attention to its meaning. We, of course, know that it would be extremely wicked and foolish in us to confer or to protect such rights; but there are many legal rights which it is foolish and wicked to exercise. If I see a man drowning I have a right to let him drown; if my father is starving, and I am rich, I have a perfect right to let him die of hunger, till an order for his maintenance is made upon me in due form of law. If I choose to be desperately heartless, cruel, and false in all my dealings I have a perfect right to be so, and the law will protect me in my right against any one who interferes with it. There is therefore nothing absurd in the proposition that a sovereign state can confer upon any person any rights it pleases as against all the world, though it may be extremely wicked of all the parties concerned to do so. We have illustrated our position by the most extreme cases, but the fact is, that in ordinary cases every nation acts upon it. The English maxim is, "*Nemo potest exuere patriam.*" The American maxim is, that residence makes a citizen. Here, therefore, is a case in which Lord LYNDHURST'S proposition completely fails: the Americans do daily "give rights and privileges to foreigners as against foreigners." If we were at war with America, and found in their ships American citizens born in England, and wished to hang them as traitors, does any man doubt that they would denounce such an act as a murder to be punished by reprisals on English prisoners?

The great advantage of the principle which we are maintaining is, that it is the only one which can be applied to dealings with nations in all stages of civilisation. Apply Lord LYNDHURST'S principle to a barbarous country and it breaks down at once. Would it not be competent to the government of India to give a Frenchman who has resided in Calcutta for ten years rights as against the King of Oude or the Shah of Persia? Apply the principle, on the other hand, to America or France, and it can do no harm. We *may*, no doubt, confer any sort of absurd right on any one, just as we *may* make piracy or robbery lawful; but we are very sure not to

do it, because there are well understood, and in many cases, well defined limits to the degree in which it is expedient for nations to interfere with each other's affairs. Lord LYNDHURST asks whether we should have treated the American or French shipping interest as we have treated that of the Chinese. Certainly we should not. We might do so; but it would be as unquestionably wrong to exercise that right against the French, as it may possibly have been right and wise to exercise it against the Chinese. Lord LYNDHURST's principle amounts to this:—You *have no right* to refuse charity to a beggar, because it *would not be right* in you to refuse it to a friend.

Applying these principles to the facts of the particular case of the Arrow, we think that the question whether the colonial ordinance was valid depends entirely upon its relations to the Imperial laws upon the subject. That it was valid as against the Chinese, *i. e.*, that their remedy upon it was wholly and solely by war against us, we have no manner of doubt. That it was right to pass it seems to us very probable, though we can express no decided opinion upon the point. Whether Consul PARKES was right in claiming to decide whether, as a register relating to the vessel in question was in existence, the ship was under the protection of the ordinance, is a curious and delicate question. Two courses were open to the Chinese. They could either repudiate the ordinance altogether, which, according to our view, would have been a declaration of war; or they could take the objection that the register was run out—but by taking that objection they would consent to the consul's jurisdiction. If they took the second course, the consul would be morally bound to decide according to the justice of the case. A decision on the ordinance ought, we think, to have been in favour of the Chinese. The case, therefore, appears to us to stand thus:—The Chinese had a good and a bad ground to go upon. They chose the bad ground in ignorance of the good one, which our consul did not disclose to them. They said in effect, "we repudiate your ordinance." The fact that they said so was not the less a hostile act, because they might have got possession of the Arrow upon other grounds. Suppose that, instead of making this particular case the ground of their complaint, they had made a complaint against the ordinance itself when it was enacted; suppose it then to have been enacted, and that they had seized vessels with our register on board, should we have submitted to that? If we had we should have stultified ourselves, and yet this is the ground which must be taken by those who would contend that our actual conduct has been illegal and oppressive.

Legal News.

Lord CAMPBELL has moved for a select committee of the House of Lords to consider whether the privilege now enjoyed by reports of law proceedings might not be properly extended to the proceedings of other bodies. In his short exposition of the existing law, Lord CAMPBELL did not fail to attribute its true value to the Earl of NORTHAMPTON'S case, so much insisted upon lately by the *Times*; and he reminded the House of a recent celebrated question—that of life peerages—in which the authority of Lord COKE had been disregarded. Lord CAMPBELL recommends that protection should be afforded to journalists who give fair and faithful reports of proceedings of the two Houses. He is disposed to think that the same privilege should be extended to Convocation, remarking, by the way, that prelates are rather apt to use strong language, and therefore the protection may be needed; and he would also include the proceedings of county meetings and of town-councils. Beyond this point, he does not clearly see his way, but he suggests that the same privilege might be given to all reports which were for the public good, leaving the question of what falls within that limit to be decided by a jury. Some such provision as this would seem to be sufficient for the honest and careful journalist. We cannot adopt the view put forward by the *Times*, that the conductors of a newspaper are too busy, or too hurried, or too little informed, to exercise a discretion as to the nature of the reports they publish, and it appears to us that the legitimate and wholesome influence of the press is likely to be damaged by urging these extravagant demands. One rule we may safely venture to lay down. Whenever a journalist feels doubtful whether it is right to publish a certain speech, he may feel sure that he will do right in letting it alone, at least, until he has had time for inquiry and consideration. In all public proceedings of great and immediate interest, it may be expected that the character of the assembly will sufficiently control any excessive violence of language. But the world is not so taken up with the debates of every petty local meeting as to demand a full, unhesitating publication of them on the very next day. People may get through the morning pretty well even without reading what passed the night before in the Parliament of Little Pedlington. We think, moreover, that it is not correct to assume, as does the *Times*, that newspapers always report "mechanically, and without feeling," and that they are nothing more than "the rock from which the voice reverberates." Besides, Echo is a capricious nymph, and the tones to which we wish her to respond must be modulated with exact nicety. The fact is, that most newspapers have favourite topics and speakers, and they do already exercise for their own advantage a degree of judgment and discretion which would be quite sufficient for the protection of individuals and of the public. In the case of seditious meetings, it cannot reasonably be contended that the speakers alone ought to be punished, and the printers and publishers to escape; and yet this is the legitimate consequence of the principle contended for by the *Times*. We are of opinion, upon the whole, that the law ought to be altered as regards Parliament, and in some other cases as suggested by Lord CAMPBELL, and that juries might be safely trusted to decide in other instances whether a report was really for the public good. The English juryman would generally remember that a newspaper was essential to his daily comfort, and that he must not destroy his constant friend and counsellor by a verdict for unreasonable damages.

It appears useless to discuss the details of the Testamentary Jurisdiction Bill until we know more certainly what shape the measure will assume. It is true that we have before us the bill brought in by the LORD CHANCELLOR, with its ninety-three sections and its schedule; but it would not be easy to predict the degree of resemblance which that bill may bear to the same measure when it has passed through the committee to which it was consigned on Monday night. The LORD CHANCELLOR himself appears to have no fixed opinion upon any of the leading questions that arise in dealing with this subject. He tells us that formerly he thought the proctors ought to lose their monopoly and to be compensated; but he found, or feared, difficulties in the way of compensation; and so he now inclines to maintain the monopoly, so far as the non-contentious business is concerned; but if a sufficiently strong pressure be put upon him in the committee, he will be ready, it would seem, to revert to his original opinion. We cannot but feel the gravest doubts as to the success of any attempt at law reform under the auspices of one so vacillating. It is not so much the want of time as of a clear perception and firm purpose that threatens to mar the efforts of the LORD CHANCELLOR.

A letter has been communicated to us containing the following passage:—

"There was a paragraph in the SOLICITORS' JOURNAL a week or two ago which I am sure is not consistent with the high tone in which a Solicitors' Journal ought to be conducted. Speaking of compromise of suits, the writer says, page 155, 'Whether this be or be not for the interest of the suitor, we shall not at this moment offer a positive opinion; of this, however, we are quite sure, *that it is not for the interest of the lawyer.*' I have long thought that there are very few cases (where litigation must otherwise take place or is going on) in which a suitor should reject reasonable terms of compromise; and as to the lawyer, I am certain that it can never be his true interest that a case should be carried on merely to swell his bill of costs, and it is not honest."

We entirely concur in the principle enunciated by the writer of this letter; and if we have appeared to contravene it in the passage quoted by him from the journal, it can only be because we have failed clearly to express our meaning. We think that in general a client does well to accept reasonable terms of compromise; and we have no hesitation in declaring it to be the duty of his legal advisers to assist in making an end of strife. Nevertheless, it is the business of the Legislature to provide, so far as possible, a remedy for every wrong. It is the province of the moralist and the preacher to lead men to peace and good-will by direct arguments, and not by contriving to make litigation impossible or difficult. There ought to be a ready means of enforcing every just demand; and if it appears to be the interest of the suitor to abandon or abate his claim, that can only be because the risk or delay incident to legal proceedings is so great as to render it advisable to accept part of a demand now instead of the possible future chance of realising the whole. We apprehend, therefore, that, strictly speaking, it ought not to be the interest of the suitor to compromise his suit, although, under any human system of law, it frequently must be so.

Again, as regards the lawyer, we think it is accurate to say that it is not his interest that his client's suit should be prematurely ended by a compromise, instead of proceeding to its final issue, and we say this on the simple ground that the lawyer would thereby lose a large part of his fees. We were speaking, at the moment, of the direct pecuniary interest of the profession, and of that alone; but we never said, or meant to say, that the pursuit of that interest ought to be the lawyer's ruling motive, or that he would gain in the long run by exclusive devotion to it. It is the lawyer's duty always to do the best he can for his client without looking narrowly to his own interest. This principle it has been our constant aim to inculcate, and to avoid all risk of mis-construction, we now declare, distinctly, our adherence to it.

APPOINTMENTS.

Mr. William Shaen, M.A., of 8, Bedford-row, solicitor, has been appointed by Sir William A'Beckett, Chief Justice of the Supreme Court of the Colony of Victoria, a Commissioner to take and receive, in the United Kingdom of Great Britain and Ireland, the verification of memorials, and also the acknowledgment of deeds relating to property, in the colony of Victoria.

On Monday, the 16th inst., at a special meeting of the Town Council of the borough of Wolverhampton, Mr. Edwin John Hayes was unanimously elected town clerk in the room of Thomas Walker, Esq., resigned.

Mr. H. Phillips, senior clerk at Worship-street Police Court, has been appointed chief clerk at the Marylebone Police court, in the place of Mr. Fell, deceased; and Mr. Hurlstone, second clerk at the Worship-street Police Court, has been promoted to be chief clerk.

CHANCERY NOTICE AS TO ORDERS ON SUMMONS.—In all cases in which the registrar shall find it necessary to issue a draft of any order made on summons in chambers, upon the attendance of any other party or parties besides the applicant, notice of settling such draft is to be given by the party having the carriage of the order to such other party or parties; but no notice of passing such order will be required to be given, unless specially directed by the registrar. Where the registrar does not deem it necessary to prepare a draft of any such order, but issues the order in the first instance, notice of passing the order will be required to be given in the usual manner.

(Signed) H. E. BICKNELL, Registrar.

Chancery Registrar's Office, 18th February, 1857.

IN BANKRUPTCY—EX PARTE TYSON.—This was an appeal by the bankrupt, Mr. William Tyson, a flour dealer at Liverpool, against a judgment of Mr. Commissioner Perry, granting the bankrupt a certificate of the second class, but suspending it for two years from the 23rd of January last, "without protection for the present." One ground of the judgment appeared to be that the bankrupt had borrowed money of, among others, his solicitor Mr. Pemberton for short periods and at a high rate of interest. The judgment upon this point contained the following passage:—

"He has paid to Mr. Pemberton in interest on loans £4,072, a sum exceeding the whole of his profits, which are stated at £3,635. The interest so paid was at various rates—generally at £6 per cent. per month; but there are instances of charges made of £5 for the loan of £100 for twelve days, which is after the rate of about £150 per cent. per annum; and a charge in one case of £2 for the loan of £100 for four days, which is after the rate of £180 per cent. per annum."

The other ground was for bad book-keeping. Lord Justice KNIGHT BRUCE said, it was quite impossible to sanction a tradesman raising money at such a rate of interest; but as the case did not seem to present any feature of dishonesty, other than so far as borrowing money upon such terms might be deemed dishonest, he should think that justice would be satisfied by leaving the judgment as it is, save only giving the bankrupt protection, without which he could not maintain himself or family. He added that the court must not allow itself to be reasonably suspected of favouring such conduct; how far unreasonably suspected it need not and did not care. No case of fraud had been treated by the court with anything but severity —none.

THE LATE ARCHER RYLAND, ESQ.—Our obituary records the death of Archer Ryland, Esq., the barrister, a well-known member of the home circuit. Mr. Ryland had a very extensive knowledge of settlement law, and formerly had a very large practice in this department at the Essex Quarter Sessions, of which bar he has been for some years the senior.

Recent Decisions in Chancery.

The Royal British Bank still contributes its quota to the decisions of the day. One of the last cases was an application on the part of Mr. Marcus, a shareholder of the bank, for leave to appeal to the House of Lords against the decision of the Lords Justices, on his previous petition to annul the bankruptcy (see 5 W. R. 335). The court showed a strong *primâ facie* disinclination to exercise the invidious function of forbidding an appeal from its own decision. The question turned on the 18th section of the Bankrupt Law Consolidation Act, which authorises an appeal when the court considers the matter of law or equity to be "of sufficient difficulty or importance to receive the decision of the House of Lords." It was clearly the opinion of the court that the question on Mr. Marcus's application was of sufficient difficulty or importance to be a proper subject for the wisdom of the House of Lords; but both of the Lords Justices concurred in the view that it was not enough for a party desiring to appeal to show that the question was difficult or important, as required by the letter of the statute, but that he was also bound to make the application for leave to appeal, if not at the time when the petition was heard or immediately after, at least within a reasonable time. The obvious inconvenience of allowing an appeal after the applicant had lain by while more than £100,000 had been distributed, and many proceedings had been taken, was the main ground on which the limitation of time was imported by implication into the 18th section.

Another case, of some practical interest, arising out of the same unfortunate company, was *Walton* v. *Butler* (5 W. R. 331). The suit was for administration of the estate of a deceased shareholder in the bank. One of the judgment creditors had commenced proceedings at law to obtain leave to issue execution against the executors, who thereupon applied to the Master of the Rolls for an injunction. On the part of the creditor, it was contended that he ought to be allowed to obtain leave to issue execution, not for the purpose of levying it, but

to enable him to prove as a judgment creditor against the estate of the individual shareholder. The Master of the Rolls, however, after ascertaining the course of practice in chambers, held that the previous leave of the Common Law Court to issue execution was not necessary; and that, without taking that preliminary step, the judgment obtained against the official manager might be proved in the administration suit as a judgment debt against the estate of the shareholder. On this ground the proceedings at law were restrained as unnecessary. The principle out of which the practice in chambers has grown is difficult to explain, except on the ground of convenience; and it is not unlikely that a more serious contention may hereafter arise upon the point.

In *Graham* v. *Lee* (5 W. R. 828), the Master of the Rolls, acting on the principle that clauses of forfeiture must be strictly construed, held that a legacy which was to be void in case of an attempt or agreement to assign it was not forfeited either by an offer to mortgage it if possible, or by a declaration of insolvency followed by an adjudication of bankruptcy. His Honour laid it down, that, to effect a forfeiture, the attempt to assign must be, not a mere offer, but such an attempt as would have operated as an effectual assignment but for the clause in question.

In *Clarke* v. *The Royal Panopticon*, 5 W. R. 332, a question, on which there is no direct authority, was decided. The Royal Panopticon was incorporated by charter, under which and its deed of settlement, a council to be constituted as provided in the latter, were empowered to enter into and make and execute all necessary contracts, purchases, sales, assurances and other acts. The corporation was empowered to borrow any sum not exceeding £25,000, and they borrowed on mortgage of their building and chattels the sum of £12,000. The company became unsuccessful, and the mortgagee, under a power of sale in his mortgage deed, was proceeding to sell, until restrained by injunction. Upon motion to dissolve the injunction, a question arose whether the council could to give a power of sale to the mortgagee, there being no provision expressly to that effect in the charter or the deed of settlement. *Kindersley*, V. C., before whom the motion came on, treating the council as trustees for the general body of shareholders, held, that a power to sell is not incident to a power to mortgage real estate, though it may be in the case of chattels, of which an effective mortgage could only be made by a bill of sale. In the absence of any decision on the point, his Honour's judgment proceeded mainly on this principle, that where a special power was given to a trustee, involving confidence and personal discretion, it was not competent to him to delegate the exercise of such power to another. Admitting that the council had power to sell, when they mortgaged, they could not delegate that power to another to sell at some future time, because they were to exercise a discretion as to whether there should be a sale at all or not, and also as to the time when, and the circumstances under which the sale should take place. The Vice-Chancellor further considered that, though it was clear that a special power given to a trustee to sell might authorise a mortgage by him, yet a special power given to him to mortgage did not include a power to sell. He further remarked, that the practice of giving powers of sale to mortgagees had become far less desirable since the 15 & 16 Vict. c. 86, the 48th section of which gives to a mortgagee, or any subsequent incumbrancer, or a mortgagor, the option of a sale instead of foreclosure, should the court, in the exercise of a reasonable discretion, think such a course proper, and then upon such terms as the court thinks fit to direct. Upon the operation of this section, see *Laslett* v. *Cliffe*, 2 W. R. 536; *Campbell* v. *Moxhay*, Id. 610; and *Wickendon* v. *Rayson*, 4 W. R. 89; S. C., 25, L. J., Ch., 162.

The law relating to voluntary trusts has been very much discussed in the profession of late, in consequence of the Lord Chancellor's decision in *Scales* v. *Maude*, 6 De G. Mac. & Gor. 43; S. C., 4 W. R. 109, which some lawyers have considered to disturb the course of authorities on the subject. But the difficulty, if any such there be, which has arisen from that decision, relates only to cases in which there is but a mere declaration of trust, without any change of legal ownership. It was decided in *Collinson* v. *Patrick*, 2 Keen, 134, that if what has been done amounts to a transfer of the legal interest, the parties in whose favour the trust is created are entitled to have the benefit of it in a court of equity; but a voluntary transfer of an *equitable* interest by a person beneficially entitled, requires at least that notice should be given to the trustee, or that the intended transfer should in some way be acted upon (*Meek* v. *Kettlewell*, 1 Hare, 471). A marked distinction, however, has been established in numerous decisions between cases in which there has been a declaration of trust, and cases where there has been an imperfect gift, the legal ownership in both remaining unchanged. In *Ex-parte Pye*, 18 Ves. 14, Lord *Eldon* thus stated the distinction:—"It has been decided, that, upon a (voluntary) agreement to transfer stock, this court will not interpose; but if the party had declared himself to be the trustee of that stock, it becomes the property of the *cestui que trust*, without more." The rule, therefore, appears to be, that where a person by an imperfect gift, and without a declaration of trust, attempts to make a gift to volunteers, it is inoperative. In *Kiddill* v. *Farnell*, 5 W. R. 324, a lady who was entitled to a sum of £3½ per cent. Stock, then standing in her name in the Bank books, being seriously ill, executed and delivered to her sister a power of attorney in the usual form for the transfer of the same into the name of the sister, and died intestate two days before the sister procured the actual transfer of the stock into her own name. There was satisfactory evidence that the gift was intended to be complete and absolute; and the only question was, whether it failed owing to the death of the lady before the power of attorney had been acted on. On the one hand, it was contended that, the donor having done all that circumstances permitted towards effectuating the gift, it was perfectly valid. On the other, it was argued, that the present case was covered by authorities, according to which, in order to have the gift complete within the rule of the court, the power of attorney should have been acted upon in the lifetime of the intended donor. The cases mainly relied upon in support of this side, were *Coningham* v. *Plunkett*, 2 Y. & C. C. C. 245, where a person beneficially entitled to stock gave instructions to his solicitor to prepare a settlement of it for the benefit of certain persons whom he named, and to procure from the trustees a transfer for that purpose. The settlement was accordingly prepared, and a power of attorney executed by the trustees, which was subsequently placed in the hands of bankers, who transferred the sums of stock into the names of the intended donees, as mentioned in the solicitor's instructions. The intended settlor, however, died, without having seen the settlement, and before the actual transfer; and it appeared, that in consequence of a caution given to the solicitor who attended him for the purpose of receiving the instructions, not to do anything which might lead him to think he was in immediate danger, the solicitor did not ask him to sign the instructions, which were taken down in writing by the solicitor from his mouth. *Knight Bruce*, L. J., then Vice-Chancellor, was of opinion that everything that was necessary to be done to complete the transfer had not taken place. The ground of this decision appears to have been that, inasmuch as the intending settlor meant that the stock should not be transferred without a settlement, and the settlement never was made, if he had lived he might have revoked his instructions, and countermanded the transfer; and that having died before the settlement was made, his death was a revocation. In the present case, *Watson* v. *King*, 4 Campb. 272; *Wallace* v. *Cooke*, 5 Esp. 117, were also relied upon. Those cases are merely to the effect that the death of the grantor is a revocation of a power of attorney, which hardly admits of any discussion. The question then is shortly this:—The intended donor having done what was necessary on her part to make a perfect transfer, and her intention being manifest to confer an absolute interest on the intended donee, whether the death of the intended donor, before the transfer by virtue of the power of attorney which she had executed, brought the case within the rule applying to imperfect voluntary gifts? *Stuart*, V. C., held that it did not,—that, under the circumstances, the death did not operate as a revocation of the gift. His Honour considered that, as far as the Bank of England was concerned, the power, which was in the usual form, precluded all persons claiming under the donor from alleging that it was revoked by her death; and that, consequently, the transfer, which took place after her death, was perfectly valid.

Cases at Common Law specially Interesting to Attorneys.

ATTORNEY—ATTACHMENT—EFFECT OF CERTIFICATE OF PROTECTION.

Re Slater, 5 W. R., Q. B., 293.

From this case it appears that a "certificate of protection," under 7 & 8 Vict. c. 70, s. 6, which provides, that after a resolution or agreement of such proportion of the creditors of the petitioner, as is required by the act, shall be filed and entered of record in the Court of Bankruptcy, and a protection from arrest

shall have been indorsed by the commissioner on the certificate of such filing, the petitioning debtor shall be free from arrest at the suit of any person being a creditor at the date of the petition, with such notice as in the act mentioned, is a sufficient excuse for the non-payment of a sum of money which the petitioner had undertaken to pay, and which undertaking he had been called on by rule to perform, in the exercise of the summary jurisdiction of the superior court of law of which he is an attorney.

The same point, in relation to a *certificate of bankruptcy* (under the former statute, 6 Geo. 4, c. 16), was decided by Lord *Tenterden*, C. J., in the *King* v. *Edwards* (9 B. & C. 652), on the ground that an attachment for non-payment of money is in the nature of a *civil process*, merely to enforce the payment of a debt; and that a person attached thereunder is entitled (if otherwise entitled) to the advantage of the bankrupt laws. In both this and the case above noticed, the party ruled was an *attorney*; but in both it was held that this made no difference, for if, on the one hand, the conduct of the party ruled was more immediately within the jurisdiction of the court, so, on the other, had it not been for his being such attorney, the creditor would not have had the advantage of the process by attachment at all.

County Court—Costs—Expense of Professional Advocacy.

Lawford v. *Partridge*, 5 W. R., Ex., 295.

This was a motion for a prohibition to the county court of Bedford. The plaint was for a trespass committed on the plaintiff's land, in respect of which 4*l.* 15*s.* were claimed as damages, and an additional sum for *costs* (including, apparently, the costs of employing professional advocacy), making together the sum of 6*l.* 2*s.* 7*d.* The defendant at the hearing set up title to the land in question, and objected to the jurisdiction of the court; whereupon the judge *nonsuited* the plaintiff and awarded costs to the defendant (including, apparently, the costs of professional advocacy). The grounds for the prohibition now prayed for were—1st, that the judge, under the circumstances, had no power to award any costs at all; 2ndly, that if he had, the costs he awarded were not such as he had power to give on a claim of a demand of £5.

No opinion was given by the Court (*Pollock*, C. B., and *Watson*, B.) on the second point, and, therefore, it remains undetermined whether the expense of employing a barrister or attorney is allowed on taxing the costs payable by a plaintiff to a defendant after a nonsuit, where the demand for damages was under £5, but together with the costs claimed exceeded that amount. But the rule for the prohibition was made absolute on the first ground; and it was held, that, as by 9 & 10 Vict. c. 95, s. 58, the county court has no cognisance of any suit wherein title to land comes in question, and as in the case before them such title did come into question, there was no power in the judge either to nonsuit or to give costs, for such power did not exist in him, unless by virtue of the 79th section of the same act; and that section (which enables the court to nonsuit, and give costs to the defendant "if the plaintiff shall not make proof of his demand" to the satisfaction of the Court) applies to cases only within the jurisdiction, and not to the excepted cases mentioned in the 58th section.

Holding over after Lease—Terms of Tenancy.

Thomas v. *Parker*, 5 W. R., Ex., 316.

This case is in confirmation of a doctrine which was already well established—viz., that where a tenant by lease holds over after the determination of the term, and pays rent, he becomes a tenant from year to year, *under all the conditions of the expired lease consistent with such a tenancy*. In the present case, the lease contained a clause for re-entry on non-payment of rent, and the tenancy from year to year created by his holding over was held to be subject to the same condition. Baron *Watson* remarked—"It is important that no doubt should be thrown upon a question of such very general importance, as a great many of the houses in London and throughout the country are occupied by tenants holding over."

Writ of Execution—When a Fi. Fa. must be returned before issuing a Ca. Sa.

Andrews v. *Sanderson & Nicholls*, 5 W. R., Ex., 317.

It was laid down, in the case of *Miller* v. *Parnell* (6 Taunt. 370), that a plaintiff who has issued and executed a *fi. fa.* cannot abandon it, and sue out a *ca. sa.* before the *fi. fa.* has been returned; and this rule was afterwards acted upon in *Chapman* v. *Boulby* (8 Mee. & W. 249).

On these two decisions the above case was determined, and a return of the *fi. fa.* was held to be necessary before issuing a *ca. sa.* on the same judgment, on its appearing that the sheriff, after the seizure, but before sale, had withdrawn the execution at the request of the plaintiff's attorney. It appears that the only exception to the general rule, therefore, is where (as in the case of *Dicas* v. *Warne*, 2 D. P. C. 762; see Lush Pr., p. 437, 2nd edit.) nothing could, by law, have been realised under the first writ—as, for example, where the officer found the landlord already in possession for an amount greater than the value of the goods of the judgment debtor on the premises.

Bankruptcy—Affidavit of Debt under Consolidation Act, s. 78—Distress under s. 129.

Gilbert v. *Crozier*, 5 W. R., C. P., 309; *Brockelhurst & Another* v. *Law*, *Id.*, Q. B., 311.

Two points on the construction of the Bankrupt Law Consolidation Act, 1849, have lately come before the superior Courts of law. In the first of the above cases, the plaintiff had sued the bankrupt at law to recover a demand in respect of which he had filed, in the Bankruptcy Court, an affidavit of debt, under 12 & 13 Vict. c. 106, s. 78, in consequence of which the defendant had been summoned before the Court of Bankruptcy; and a verdict in such action having passed in favour of the plaintiff, but for a less amount than that sworn to as above mentioned in the Court of Bankruptcy, the defendant now applied for his costs under the subsequent part of the same 78th section,—which gives the defendant in such action his costs, provided it shall be made to appear, *to the satisfaction of the Court* in which the action is brought, upon motion made in court for that purpose, and on hearing the parties by affidavit, that the plaintiff had not any reasonable or probable cause for making affidavit of debt to the amount he filed. The Court of Common Pleas, however, held that the verdict found in such cases—though a material element in the question, whether such reasonable or probable cause existed—was not *conclusive*; and that in the present instance (in which the plaintiff sued for work done, on the *quantum meruit*), there was room for thinking the plaintiff had fair grounds for believing he should recover the full amount claimed. They, therefore, refused the application.

The other case (*Brockelhurst* v. *Law*) turned upon the question how far a landlord's common law right to distrain for rent any goods on the premises demised, when rent is in arrear, is affected by 12 & 13 Vict. c. 106, s. 129, which provides that no such distress made *after an act of bankruptcy* shall be available for more than one year's rent.

The plaintiffs were owners of a mill whereof one W. was in possession as yearly tenant. W. had assigned, by way of mortgage, to the defendant, all the machinery on the mill, but remained himself in occupation, until, on non-payment of the sum lent, he was turned out of possession by the defendant, who disposed of part of the machinery by sale according to the power to that effect in the deed of assignment. Afterwards,—viz., on the 17th July, 1856—the machinery unsold being still on the premises, W. committed an act of bankruptcy. At the time of the act, one year's rent was in arrear from W. to the plaintiffs, and they gave notice to the defendant, who was then in occupation of the mill, that they intended to distrain the machinery remaining. This year's rent the defendant paid; but on a claim being made by the plaintiffs to distrain for another quarter's rent subsequently accruing, a case was stated for the Court of Queen's Bench to ascertain whether the plaintiffs, under the circumstances, were entitled to do so, and to what amount. It was argued for the plaintiffs that the effect of the deed of assignment and of the sale which the defendant made in pursuance of the power of sale, was to vest the property in the machinery in *such defendant* at the time of W.'s committing the act of bankruptcy, and hence that the goods sought to be distrained by the landlord did not belong to the bankrupt, and might therefore be the subject of distress as at common law, notwithstanding the above-mentioned section in the Bankrupt Law Consolidation Act. It was urged for the defendants on the other hand, that the deed of assignment was nothing more than a security, and did not affect the property in the machinery, notwithstanding the power of sale. The court decided in favour of the view taken by the plaintiff—holding that the goods had ceased to be W.'s at the time of his bankruptcy, and were therefore liable to be distrained by the plaintiffs, for that the object of the statute was to prevent the landlord from sweeping away everything from the general body of the creditors, and not to protect any person whose goods might happen to be on the premises (although such person might also happen to be a creditor of the bankrupt), against the legal rights of the landlord.

Professional Intelligence.

ATTORNEYS TO BE ADMITTED.—EASTER TERM, 1857.

Queen's Bench.

Clerk's Name and Residence.	*To whom Articled, Assigned,*
Acton, Thomas Bennion, Wrexham	J. E. Towne, Wrexham; T. Edgworth,
Anderson, Thomas Pelham, High Petergate, York	R H. Anderson, York.
Baker, Malachi Blake, 5, Norfolk-street, Strand; and Ilminster	J. Baker, Ilminster.
Banks, William Henry, 13, Thomas-st. East, Southwark; Gerrard-st.; Vincent-ter.; and Walsall	H. Barnett, Walsall.
Bartleet, William Smith, 10, Albion-street, Hyde-park; and Stourbridge	Vernon and Minshall, Bromsgrove.
Bayley, Edward D'Oyly, Stockton-upon-Tees	W. Bayley, Stockton; H. Barnes, Stockton; J. Dodds, Stockton.
Berridge, Thomas, 5, Cumberland-terrace, Lloyd-square, Pentonville; and Long Buckby	S. Edwards, Long Buckby.
Betts, Joseph Beattie, 23, Charlotte-street, Bedford-square; Compton-street East; and Deal	Mercer and Edwards, Deal.
Bowers, Barclay George, 35, North-street, New-road, Pentonville	B. W. Rawlings, John-st.; B. F. Watson, Lincoln's-inn-fields.
Bowling, Henry Paulson, 36, Arundel-street, Strand; Birmingham; and Denbigh	T. Edwardes, Denbigh.
Bradford, Henry William, 12, Suffolk-street, Pall-mall; and Bridport	J. Templer, Bridport.
Bravender, Frederick, 33A, Red Lion-square; Featherstone-buildings; and Gloucester	W. Matthews, Gloucester.
Brewin, Arthur, 59, Doughty-street; and Burton-crescent	F. Smith, Guildford-street.
Brodie, Alexander, 17, Titchfield-terrace, Regent's-park; New-square, Lincoln's-inn	E. Walker, New-square.
Bygott, Robert, 11, Devonshire-street, Islington; and Barton-upon-Humber	W. H. Goy, Barton-upon-Humber.
Chandler, Samuel, jun., Basingstoke	J. C. Shebbeare, Basingstoke.
Clarke, Samuel, Church-street, Hackney; and Selby	J. L. Haigh, Selby.
Clarkson, Thomas, Burnley; and Acrington	A. Baldwin, Burnley.
Clough, George Hawksley, Worksop	B. M. Clough, Worksop.
Cook, Robert Allen, 11, Bedford-row; and Bath	R. Cook, Bath.
Copping, Samuel, 20, Brunswick-street, Islington	C. Stroughill, Coleman-street.
Crawley, George Baden, 20, Whitehall-place, Westminster	G. A. Crawley, Whitehall-place.
Danks, Tom, 14, South-square, Gray's-inn; Basford; and Nottingham	J. Wadsworth, Nottingham.
Davies, Corbet, 36, Holford-square, Pentonville; and Shrewsbury	J. Scarth, Shrewsbury.
Daw, John, jun., 19, Great Ormond-st., Queen's-sq.; Park-vils. East.; Richmond-hill; and St. Leonards	J. Daw, Exeter.
Dawson, Richard Henry, Epworth	R. Dawson, Epworth.
Doughty, John, 1, Lansdowne-place, Blackheath; and Wellington-street, Southwark	H. Sturmy, Wellington-street, Southwark.
Edwards, John Copner Wynne, Denbigh	C. Edwardes, Denbigh.
Ellis, Robert Parton, 2, Cowper's-court, Cornhill; and Tredegar-house, Bow	R. Ellis, Cowper's-court.
Finch, John Parkinson, Hamilton-terrace, Greenwich	C. A. Smith, Greenwich.
French, Henry, Impington-hall, near Cambridge	H. J. Whitehead, Cambridge.
Galindo, Alfred Miles, 21, Granville-square, Pentonville; and Monmouth	P. Galindo, Monmouth.
Grantham, George, 37, Russell-square; and Western-road, Hove, in County of Sussex	J. T. M'Whinnie, Brighton.
Green, William Sanders Sebright, 19, Portsea-place, Connaught-square; and Stockton-on-Tees	J. Dodds, Stockton-on-Tees; T. B. B. Stevens, Adam-st.
Gregg, Edwin, 26, Albert-street, Mornington-crescent; and Ledbury	J. Gregg, Ledbury.
Hammond, William, 16, Furnival's-inn; and Wentworth-lodge, Finchley	H. Hammond, Furnival's-inn.
Harris, William, 8, Lower Brunswick-terrace, Islington; Furnival's-inn; and Sidmouth	J. G. G. Radford, Sidmouth.
Hawkins, Francis Goodlake, 11, Bedford-row; and Barnsbury	R. B. B. Hawkins, Highworth; J. T. White, Bedford-row.
Hayton, Joseph, Cockermouth	E. B. Steel, Cockermouth.
Hebb, Henry Kirke, 58, Acton-street, Gray's-inn-road; Lincoln's-inn-fields; and Lincoln	J. Moore, Lincoln.
Hett, Roalin, 15, Norfolk-street, Strand; and Glamford Briggs, otherwise Brigg	J. Hett, Brigg; G. Bower, Tokenhouse-yard.
Hill, Henry, jun., 33, Avenue-road, Regent's-park	H. Hill, Great James-street.
Horton, John Robeson, 4, Southampton-street; Mornington-crescent; and Bromsgrove	T. Scott, Bromsgrove.
Jones, John, Wrexham	J. Lewis, Wrexham.
Jones, Theophilus Edward, 275, Bradford-road, Manchester	F. C. Hulton, Salford.
Kimberley, William, 3, Furnival's-inn; and Birmingham	L. P. Rowley, Birmingham.
Latimer, William, Brampton	G. Ramshay, Brampton.
Makinson, Charles, 5, Wilton-place, Higher Broughton	J. Makinson, Manchester.
Mallinson, John, 31, Frederick-street, Gray's-inn-road; and Kirkby Lonsdale	T. Eastham, Kirkby Lonsdale.
Mason, Frederick, 5, Bedford-place, Russell-square; and Nottingham	J. N. Mason, Gresham-st.; T. G. Morley, Nottingham;
May, William, 2, Trinity-terrace, Trinity-street, Southwark; and Moorgate	J. Townley, Moorgate.
Maysey, John, jun., 8, Worcester-street, Gloucester	T. Smith, Gloucester.
Middleton, Henry Samuel, 18, Great Ormond-street; Cumming-street; and Medstead	J. E. Wilson, Cranbrook.
Millhouse, Thomas, Hythe; Ninfield and Saltwood, near Hythe	E. Watts, Hythe.
Milnes, Ernest Swinnerton, 2, Wells-st., Jermyn-st.; Duke-st.; & Alton Manor, near Wirksworth	J. C. Newbold, Matlock.
Minster, Oliver, 9, Cumming-place, Pentonville	R. H. Minster, Coventry; E. K. Blyth, St. Swithin's-la.
Morton, James, jun., 10, King's-road, Bedford-row	E. Key, Holbeach; J. P. Sturton, Holbeach.
Neville, Frederic Herbert, 14, Soley-terrace, Claremont-sq.; Calthorpe-st.; and Edgbaston	C. Best, Birmingham.
Norris, George Goodwin, 52, Frederick-street, Mecklenburgh-sq.; Powell-st.; and Nottingham	A. Parsons, Nottingham.
Norton, Francis Douglas Fox, 11, New Ormond-street; Granville-square; and Monmouth	J. R. N. Norton, Monmouth.
Packwood, George, 2, Somerset-place, Cheltenham	J. Packwood, Cheltenham.
Perry, Joseph, 8, Blenheim-villas, De Beauvoir-road, Kingsland-road	Stedman & Place, Guildhall-chambers, Basinghall-st.; J. S. Place, Guildhall-chambers, Basinghall-st.
Prall, John Thomas, Rochester	R. Prall, Rochester.
Press, John Latham, 8, Grenville-street, Brunswick-square; and Wymondham	E. P. Clarke, Wymondham.
Preston, Thomas Sansome, 3, Compton-st. East, Brunswick-sq.; Middleton-sq.; Hinckley	S. Pilgrim, Hinckley.
Robinson, Brooke, 70, Albany-street, Regent's-park; and Kingswinford	W. Robinson, Dudley.
Root, John, 4, Willow-place, Newcross; and Chelmsford	J. Parker, Chelmsford.
Ross, Walter Bullar, 15, Westbourne-park-road, Harrow-road; Liverpool-st.; and Ipswich	S. B. Jackaman, Ipswich.
Ryan, Arthur Compton, 2, Ridgmont-place, Hampstead-road; and Long-acre	J. Bebb, Argyle-street.
Satchell, Theodore, 7, Upper Montague-street, Russell-square	J. Satchell, Queen-street, Cheapside.
Saunders, Edward George, 37, Argyll-street, King's-cross; and Kidderminster	H. Saunders, sen., Kidderminster.
Scarisbrick, James Corbett, 3, Cambridge-road, Hallifford-street, Islington; and Kendal	E. N. Scott, Kendal.
Scarlett, Frederic, Thornbury	R. Scarlett, Thornbury.
Sharp, William, 20, Tavistock-place, Tavistock-square; and Warrington	J. Urmson, Warrington.
Slack, James Hervey, 11, Millman-street, Bedford-row; and Cockermouth	E. Waugh, Cockermouth.
Smith, Alfred, Manchester	G. Smith, Manchester.
Smith, Samuel, Chester	J. Walker, Chester.
Sparr, Henry Allen, 13, Featherstone-buildings, Holborn; Bartlett's-buildings; Wath-upon-Dearne; and Wigthorpe, near Worksop	G. P. Nicholson, Wath-upon-Dearne.
Tasker, Frederick Talbot, Dartford	F. Talbot, Bedford-row.
Taylor, Henry, 5, Montagu-street, Portman-square; and Ibbotsholme	E. Harrison, Kendal; T. Harrison, Kendal.
Thompson, James, 5, New-square, Lincoln's-inn; and Colney Hatch	G. L. Parkin, New-square.
Thurstans, John Frederick, 3, Furnival's-inn; Great Ormond-street; and Wolverhampton	W. Thorne, Wolverhampton.
Waistell, Charles, 7, Northumberland-street, Strand; and Dunstable	C. S. Benning, Dunstable.
Watney, John, jun., Dorking	J. Druce, Billiter-square.
Watson, John Walter, 1, Cecil-street, Strand; and Wisbeach	T. S. Watson, Wisbeach.
Watson, Thomas Adam, 18, Granby-street, Hampstead-road; and Bradford	B. Terry, Bradford.
Whitehead, Arthur, 7, Great Ormond-street, Queen-square; Strand; and Canterbury	R. Sankey, Canterbury.
Wilks, George, Beaufort-lodge, Beaufort-st., Chelsea; Old Jewry-chambers; and Old Romney	S. Gardner, New Romney; W. Stringer, New Romney; R. Boyer, Old Jewry Chambers.
Willis, Robert, jun., 25, College-hill; and Crouch-end	G. Hensman, College-hill.
Willoughby, Henry William, 10, Clifford's-inn; and Bedford-square	T. Cox, Clifford's-inn.
Wisckworth, Lewis, 49, Mortimer-street, Cavendish-square	H. T. Young, New-square.
Wood, Edward Negus, 1, Hare-court, Temple; and Colchester	J. Wood, jun., Woodbridge; S. Turner, Colchester.

NOTICES OF ADMISSION IN EASTER TERM, 1857, PURSUANT TO JUDGE'S ORDERS.

Carter, Robert, 2, Belgrave-street, Belgrave-square; and Northwold	W. B. S. Rackham, 46, Lincoln's-inn-fields; M. B. Lucas, 11, Adam-street, Adelphi.
Nevill, William Henry, Fountain-lodge, Liscard	J. B. Lloyd, Liverpool.
Walsh, Wm. Henry, 1, Dartmouth-place, Blackheath; and Manchester	W. Sale, Manchester.

SHERIFFS, UNDER-SHERIFFS, DEPUTIES, AND AGENTS FOR 1857.

NOTE.—*Warrants are not granted in Town for those places marked* (†)—*The Term of Office of the Sheriffs, &c., for Cities and Towns expires on the 9th of November.*

Office Hours in Term, from 11 till 4; and in Vacation, from 11 till 3.

Counties, &c.	*Sheriffs.*	*Under-Sheriffs.*	*Deputies and Town Agents.*
BEDFORDSHIRE	Sir George Robert Osborn, of Chicksands-priory, Bedfordshire	S. Veasey, Esq., Baldock, Herts (A.U.), R. Du Cane, Esq., Gray's-inn-square	Messrs. Wing and Du Cane, Grays-inn-square.
BERKSHIRE	Richard Benyon, Esq., Englefield-house, Berks	John Jackson Blandy, Esq., Reading, Berks	Messrs. Gregory and Co., 1 Bedford-row.
†BERWICK-UPON-TWEED	Alexander Kirkwood, Esq., Berwick-upon-Tweed	Stephen Sanderson, Esq., Berwick-upon-Tweed	George Knox, Esq., 4, Bloomsbury-square.
†BRISTOL, City of	George Oldham Edwards, Esq., Redland Court, Bristol	William Ody Hare, Esq., Bristol	Messrs. Bridges and Son, Red Lion-square.
BUCKINGHAMSHIRE	Philip Wroughton, Esq., Ibstone	William Lakin Ward, Esq., Great Marlow, Bucks	Messrs. Hilliard, Dale, and Stretton, 3, Gray's-inn-square.
CAMBRIDGE and HUNTS.	Sir John Henry Pelly, Bart., Warnham-court, Horsham, Sussex	Clement Francis, Esq., Canterbury	Messrs. John and Charles Cole, 36, Essex-street, Strand.
†CANTERBURY, City of	William Welby, Esq., Canterbury	Thomas Wilkinson, Esq., Canterbury	James Fluker, Esq., Symond's-inn-Chancery-lane.
CHESHIRE	William Atkinson, Esq., Ashton Heyes Tarvin, Cheshire	John Hostage, Esq., Bridge-house, Chester	Messrs. Chester, Toulmin, and Chester, 11, Staple-inn.
†CHESTER, City of	John Jones, Esq., The Newgate, Chester	John Hostage, Esq., Bridge-house, Chester	Messrs. Chester, Toulmin, and Chester, 11, Staple-inn.
†CINQUE PORTS	Transferred to Kent		
CORNWALL	Sir Henry Onslow, Bart., Hengar, near Bodmin, Cornwall	Copleston Lopes Radcliffe, Esq., Plymouth	E. L. Rowcliffe, Esq., 1, Bedford-row.
CUMBERLAND	Charles Fetherstonhaugh, Esq., Staffield-hall, Cumberland	S. Saul, Esq., Carlisle.	G. Carew, Esq., 22, Lincoln's-inn-fields.
†DERBYSHIRE	William Hatfield De Rodes, Esq., Barlborough-castle, Derbyshire	John James Simpson, Esq., Derby	Messrs. Taylor and Woodward, 28, Great James-street, Bedford-row.
†DEVONSHIRE	Sir Massey Lopes, Bart., Maristow, near Plymouth	Copleston Lopes Radcliffe, Esq., Plymouth	E. L. Rowcliffe, Esq., 1 Bedford-row.
DORSETSHIRE	Hastings Nathaniel Middleton, Esq., Bradford Peverell, Dorset	Charles Burt Henning, Esq., Dorchester	Samuel Rowsles Pattison, Esq., 1 Lincoln's-inn-fields.
†DURHAM	William Beckwith, Esq., Silksworth-house	W. E. Wooler, Esq., Durham	George Octavius Pollard, Esq., Carlton-chambers, 12, Regent-street.
ESSEX	John Francis Wright, Esq., Kelvedon-hall, Essex	T. Wright, Esq., Chelmsford (A.U.) Messrs. Gepp and Veley, Chelmsford	Messrs. Williamson, Hill, and Williamson, 10, Gt. James-st., Bedford-row.
EXETER, City of	William Buckingham, Esq., Exeter	Thomas Edward Drake, Esq., Exeter	George Edward Philbrick, Esq., Girdler's-hall, Basinghall-street.
†GLOUCESTERSHIRE	Richard Rogers Coxwell Rogers, Esq., Dowdeswell, near Cheltenham	John Burrup, Esq., Berkeley-street, Gloucester	George Pleydell Wilton, Esq., 1, Raymond's-buildings.
†GLOUCESTER, City of	Joseph Hooper, Esq., Gloucester	William Matthews, Esq., Gloucester	William Compton Smith, Esq., 31, Lincoln's-inn-fields.
HAMPSHIRE	William Charles Humphrys, Esq., Elmlodge, Bursledon, near Southampton	Robert Harfield, Esq., Southampton	Messrs. Braikenridge and Sons, 16, Bartlett's-buildings.
HEREFORDSHIRE	Robert Biddulph, Esq., Ledbury	George Masefield, Esq., Ledbury	Messrs. Dobinson and Geare, 57, Lincoln's-inn-fields.
HERTFORDSHIRE	William Reid, Esq., The Node Codicote, Herts	P. Longmore, The Castle, Hertford, Esq., (A.U.) Sworder & Longmore, Hertford	Hawkins, Bloxam, and Hawkins, 2, New Boswell-court, Lincoln's-inn.
HUNTINGDON & CAMB.	Sir John Henry Pelly, Bart., Warnham-court, Horsham, Sussex	Clement Francis, Esq., Cambridge	Messrs. John and Charles Cole, 36, Essex-street, Strand.
KENT	John Savage, Esq., West Malling, Kent	Henry Dudlow Wildes, Esq., Town Malling, Kent	Messrs. Palmer Palmer and Bull, 24, Bedford-row.
KINGSTON-UPON-HULL	Charles Spillman Todd, Esq., Hull	George Burges, Esq., 7, New-inn, Strand	George Burges, Esq., 7, New-inn, Strand.
†LANCASHIRE	Charles Townley, Esq., Townley, near Burnley	Thomas Birchall, Esq., Preston (A. U.), Messrs. Gorsts & Birchall, Sheriff's Office, Preston	Messrs. Ridsdale & Craddock, 5, Gray's-inn-square.
LEICESTERSHIRE	Edward Chatterton Middleton, Esq., Loughborough	William John Woolley, Esq., Loughborough	Messrs. Williamson Hill & Williamson, 10, Great James-st., Bedford-row.
†LICHFIELD, City of	William Marshall, Esq., Lichfield	John Philip Dyott, Esq., Lichfield	S. B. Somerville, Esq., 48, Linc.-inn-fields
LINCOLNSHIRE	George Knollis Jarvis, Esq., Doddington-hall, Lincoln	Frederick Burton, Esq., Lincoln (A. U.) H. Williams, Esq., Lincoln	William Grimwood Taylor, Esq., 14, John-street, Bedford-row.
LINCOLN, City of	Richard Hall, Esq., Silver-st., Lincoln	Thurston George Dale, Esq., Lincoln	Messrs. Taylor and Woodward, 28, Great James-street, Bedford-row.
LONDON, City of	John Joseph Mechi, Leadenhall-st.	Alexander Crossley, Esq., 34, Lombard-street	Secondaries' Office, 5, Basinghall-st.
MIDDLESEX	Frederick Keats, Esq., Piccadilly	James Anderton, New Bridge-street, Blackfriars	
†MONMOUTHSHIRE	Thomas Gratrex, Esq., Court St. Lawrence, Newport	Henry John Davis, Esq., Newport	Messrs. Burchell and Hall, 24, Red Lion-square.
†NEWCASTLE-UPON-TYNE	Joseph Armstrong, Esq., Newcastle-upon-Tyne	Robert Yeoman Green, Esq., 32, Mosley-street, Newcastle-upon-Tyne	Messrs. Few and Co., Henrietta-street, Covent-garden.
NORFOLK	Andrew Fountaine, Esq., Narford, Norfolk	Robt. Sewell, Esq., Swaffham, Norf. (A. U.) Messrs. A. & C. Taylor, Norwich	James Crawley, Esq., 17, Serjeants'-inn, Fleet-street.
NORTHAMPTONSHIRE	Wm. Harcourt Isham M. Dolbin, Esq., Findon-hall, Northamptonshire	Henry Philip Markham, Esq., Northampton	Messrs. Trehern and White, 13, Bargeyard-chambers.
NORTHUMBERLAND	William Henry Charlton, Hesleyside	Richard Gibson, Esq., Hexham	Joseph Whitehouse, Esq., 36, Lincoln's-inn-fields.
†NORWICH, City of	Robert Seaman, Esq., Thorp-hall	George Jay, Esq., Norwich	Wm. Gibson, Esq., 64, Linc.-inn-fields.
NOTTINGHAMSHIRE	Richard Milward, Esq., Thurgarton-priory, Nottingham	Jos. Phipps Townsend, Esq., Southwell, (A.U.) John Brewster, Esq., Nottingham	Messrs. Jay & Pilgrim, 14, Bucklersbury.
NOTTINGHAM, Town of	Charles Felkin, Esq., Nottingham	Christopher Swann, Esq., Nottingham	Messrs. Taylor and Woodward, 28, Great James-street, Bedford-row.
OXFORDSHIRE	Right Hon. Chas. Henry Visct. Dillon, Dytchley Oxfordshire	John Marriott Davenport, Esq., Oxford	Messrs. Loftus and Young, 10, New-inn, Strand.
POOLE, Town of	Christopher Hill, Esq., Longfleet, Poole	William Parr, Esq., Parkstone, Poole	Messrs. Davies, Son, and Campbell, 17, Warwick-street, Regent-street.
RUTLANDSHIRE	Ayscough Smith, Esq., Braunston, Rutland	Benjamin Adam, Esq., Oakham, Rutland	Messrs. Loftus and Young, 10, New-inn, Strand.
SHROPSHIRE	Sir Wm. Curtis, Bart., Cainham-court	Joshua John Peele, Esq., Shrewsbury	Messrs. Bell, Brodrick, and Bell, Bow Church-yard, Cheapside.
SOMERSETSHIRE	Sir Arthur Hallam Elton, Bart., Clevedon-court, Somerset	John Nicholetts, Esq., South Petherton (A. U.) John Toller Nicholetts, Esq., South Petherton, Somerset	H. B. Jones, Esq., 22, Austin-friars. Messrs. Dynes and Harvey, 61, Lincoln's-inn-fields.
SOUTHAMPTON, Town of	William Charles Humphrys, Esq., Elmlodge, Bursledon, near Southampton.	Robert Harfield, Esq., Southampton; Charles Henry Roberts, Esq., Bishop's Waltham, Hants	Messrs. Braikenridge, 16, Bartlett's-buildings, Holborn.

Counties, &c.	*Sheriffs.*	*Under-Sheriffs.*	*Deputies and Town Agents.*
STAFFORDSHIRE	Hon. Edward Swynfen Jervis, Little Aston-hall, Stafford	Robert William Hand, Esq., Stafford	Messrs. White and Son, 11, Bedford-row.
†SUFFOLK	John George Weller Poley, Esq., Boxted-hall, Suffolk	Walter Johnson Weller Poley, Esq., Sudbury, Suffolk (A. U.) Jackson and Sparke, Bury St. Edmund's	James Kingsford, Esq., 23, Essex-street, Strand.
SURREY	John Labouchere, Esq., Broom-hall, Dorking	Charles James Abbott, Esq., 8, New-inn (A. U.) William Haydon Smallpiece, Esq., Guildford, Surrey	Messrs. Abbott and Co., 8, New-inn.
SUSSEX	Richard Curteis Pomfret, Esq., Rye, Sussex	Richard Stileman, Esq., Orchard-street, Portman-square	Messrs. Palmer, Palmer, and Bull, 24, Bedford-row.
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YORKSHIRE	Sir Joseph Radcliffe, Bart., Rudding Park, near Wetherby	William Gray, Esq., 75, Petergate, York	Messrs. Sudlow, Torr, and Co., 38, Bedford-row.
†YORK, CITY OF	Richard Welch Hollon, Esq., St. Mary's Bortham, York	John Seymour, Esq., St. Mary's Bortham, (A.U.) Rt. R. Blyth, Esq., Lendall, York	None required.
		NORTH WALES.	
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†CARNARVONSHIRE	James Edwards, Esq., Benarth, Conway	Wm. Hughes, Esq., 1, Castle-st., Conway (A. U.), R. D. Williams, Esq., Carnarvon	E. Byrne, Esq., 22, Southampton-buildings.
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Correspondence.

DUBLIN.

(From our own Correspondent.)

EXCHEQUER CHAMBER.—BEAMISH *v.* BEAMISH.

The Court of Error delivered judgment in this singular case on Friday and Saturday last. The main question to be decided can be stated in few words; it is simply whether a clergyman can officiate at his own marriage. The Court of Queen's Bench held that such a marriage, although irregular, was nevertheless valid. The case was thence carried up to the Exchequer Chamber, where it was argued elaborately last term, Mr. Napier Q.C., addressing the court at great length on behalf of the defendant in error, who disputes the validity of the marriage. As the Court of Error was divided in opinion, the judges delivered their judgments *seriatim*. The decision of the House of Lords will, in all probability, be obtained; still, as the point is a novel one, never having been decided in any court, it may be as well to append a brief outline of the judgment of Mr. Justice Keogh, in which the material facts are stated, and the law, as I venture to think, correctly laid down.

KEOGH, J., as the junior judge, first delivered his judgment. He stated that the case came before the court on special verdict. The plaintiff claimed, as grandson and heir-at-law of Mr. Beamish, whose eldest son was the Rev. B. S. Beamish, the plaintiff's father; the defendant was a younger brother of the Rev. B. S. Beamish. The special verdict found, that, in 1831, the Rev. B. S. Beamish went to the house of a Mrs. Lewis, and there performed the marriage ceremony between himself and Isabella Frazer, by reading out and going through the forms prescribed for the solemnisation of matrimony in the Book of Common Prayer. No one was present but the contracting parties; the proceeding was, however, observed through a window by a casual spectator, who could not hear what was said. The plaintiff was the eldest child of that marriage; and, if legitimate, had an undoubted right to recover the estate. Although the zeal of counsel had led them to take a wide range, and examine the marriage laws of the whole Christian world, that learning was not altogether relevant, as the question must be dealt with as one of British law. The case of *Reg.* v. *Millis* (10 Cl. & F. 544), in the House of Lords, decided that no celebration was sufficient unless performed by an ordained clergyman; consequently no valid marriage could now take place between members of the English Church except by the intervention of a priest in holy orders. His Lordship then proceeded to show that, according to the ecclesiastical laws of these countries, the presence of such a priest has been at all times essential to the due solemnisation of matrimony. This appears by a constitution of King Edmund in 940—by the canon of Winchester in 1076—and by a later canon in 1175. The authority of the Common Prayer Book could not be disputed; and the marriage service could not, without grave and serious alterations, be performed by a clergyman at his own marriage. Although the faults or errors of the ministering priest might not vitiate the marriage, it could hardly be upheld where one of the contracting parties was a transgressor against his own sacred calling. Priests had been permitted to marry down to the eleventh century; but never had a priest been allowed to marry *himself*. The English Church did not revoke or alter ceremonies without reason; and it might safely be assumed that what was previously the law, and what that Church had not altered, still remained the law; and that as before the Reformation no priest could marry himself, he could not do so now. He conceived that justice and the good order of society were opposed to the validity of the marriage. The judgments of *Greene*, B., *Jackson*, J., *Ball*, J., and *Monahan*, C. J., were to the same effect: on the other hand, six judges were in favour of affirming the decision of the Court below. By a majority of one, therefore, the validity of the marriage is established; but as before intimated, an appeal to the House of Lords is confidently looked for.

INCUMBERED ESTATES COURT.

The appointment of Henry Martley, Q.C. to the First Commissionership in the place of Mr. Baron Richards, affords an

assurance that the intention of the Government is to carry on this court efficiently. The new commissioner was called in 1828, appointed Queen's Counsel in 1841, and has for many years enjoyed very extensive practice at the bar. In politics a moderate Conservative, he has not gained promotion as the reward of political subserviency, as has been the case with too many occupants of the judicial bench. The only objection that can possibly be urged against this appointment arises from the fact that the two other commissioners, to whose incessant exertions and distinguished ability the success of the commission is to be attributed, have been passed over in a manner that is far from creditable to the discrimination of her Majesty's advisers. It might reasonably have been expected that promotion would have been given to those eminent lawyers, in acknowledgment of services which have elevated Ireland from her state of territorial bankruptcy to a state of prosperity unequalled in her history. The friends of the Government, in attempting to reply to this charge of ingratitude (not to say injustice), point to the Common Law Bench, to the chief seats of which any very prominent member of the bar is at all times liable to be raised, without regard to any claim on the part of a *puisne* judge. The analogy, however, fails, as the Chief Justiceship is in law a distinct office, recognised as such in many acts of Parliament. The Incumbered Estates Act, on the contrary, recognises no distinction between the commissioners, except that of salary. In the Incumbered Estates Court there is no *Chief* Commissioner. When, therefore, the First Commissionership became vacant, it was generally expected that the distinguished occupants of the second and third seats would have obtained promotion, and that the new appointment would have been to the vacancy so created.

APPOINTMENTS AND PROMOTIONS.

Considerable dissatisfaction has been occasioned by some recent appointments to Crown prosecutorships by the Attorney-General (with all his ability, perhaps the most unpopular man who has ever occupied that office). For example, a probationer—that is, a young gentleman just called to the bar, and not yet fully received as a member of the circuit, has received such an appointment on the Home Circuit. A system so administered, of course, fails to secure the best professional advice in Crown prosecutions. It is to be hoped that the nomination of Crown counsel will, in any measure introduced for England, be vested in such hands as will insure the selection of prosecutors with regard to their experience and ability, and not as in Ireland, from political and sectarian considerations.

The office of Clerk of the Crown for Kildare, vacated by the death of Mr. Barry, has been conferred on Mr. William Lewis, of the firm of Lewis and Howe, Nassau-street. The office of sub-sheriff, vacant by Mr. Lewis's promotion, will be filled by Mr. E. Howe.

ARTICLES OF CLERKSHIP—STAMPING AND ENROLMENT OF.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—May I request the favour of your calling the attention of the profession to the last stamp act in reference to the stamping of articles of clerkship, viz. 19 & 20 Vict. cap. 81, s. 3, in which the 7th Geo. 4, cap. 44 (prohibiting the Commissioners of Stamps from stamping any articles of clerkship after the expiration of six months from date), is repealed. By the recent act, the commissioners are empowered (if directed by the Commissioners of her Majesty's Treasury so to do), to stamp any such instruments upon payment of the duty chargeable at the date thereof, and such further sum, by way of penalty, as is therein set forth, such penalty varying in amount from £10 to £50, according to the length of time intervening between the date of the instrument and the time when the same shall be brought to be stamped.

Under the existing rule of court as to the enrolment of articles of clerkship, the recent act is rendered inoperative, as no articles can be accepted for enrolment *after six months from the date and unless previously stamped.* Whether any new rule upon the subject is in contemplation, with the view of carrying into effect the intention of the Legislature, is uncertain, as would appear from the fact of the point having been raised in the case of *Ex parte Williams*, which stands over for consideration and judgment. Under these circumstances, it would be highly indecorous to do more than call the attention of the profession to an apparent anomaly between an act of Parliament and the existing rule of court.

7th February, 1857. N. B.

LANDLORD AND TENANT.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Among the many anomalies of the law which tend to bring it into disrepute, none is, perhaps, more absurd than the rule that a license given by a lessor to a lessee to do any particular act for the benefit generally of such lessee, operates as a destruction of the condition for re-entry upon any breach of covenant of the lease. It is true that some doubt exists as to the extent of the operation of this rule, and as to how far it may be restricted by a qualified license; still, with the exception of the City of London, I believe all corporate bodies—and certainly most private persons—refuse to grant such licenses to lessees without taking defeasance to revive the condition. This is at all times a severe tax upon the lessee; and in cases where the property has been the subject of several sub-devises, and, therefore, not only licenses are required from the original lessor and each intermediate one, but defeasances also, it becomes a most oppressive one.

The rule, if indeed it is law, as, with the exception mentioned, it is generally believed to be, ought no longer to exist; and if one of our numerous legal representatives in Parliament were to bring in a bill to do away with it, and to enable lessors to grant qualified licenses without danger to their right of re-entry upon any future breach of covenant, he would do good service to the public, and also to the profession, whose interest it is to render the law reasonable and popular.

I am, Sir, yours respectfully,

A SOLICITOR.

Lectures at the Incorporated Law Society.

MR. MALCOLM KERR ON THE STATUTES OF LIMITATIONS.

Mr. Kerr, in his lecture of the 13th inst., resumed the consideration of the statutes of limitations, 3 & 4 Will. 4, cc. 27, 42. He said that in each of these statutes provision was made for disabilities, which were now the same in both. The disability of *imprisonment* under the statute of James 1 was not made a disability in either of the acts of Will. 4. The disability of *absence beyond seas* had also in certain cases ceased under section 10 of the Mercantile Law Amendment Act, which provided that no person should be entitled to "any time within which to commence his suit or action" beyond the period fixed for the same by any of the enactments mentioned in the section, by reason only of such person or some one or more of such persons being, at the time the cause of action accrued, "beyond the seas." The section expressly specified the 3 & 4 Will. 4, c. 27, s. 40, as affected by its provisions, and it would also apply to the 3 & 4 Will. 4, c. 42, s. 4. It might, therefore, be stated generally that in actions and suits on mortgages, judgments, liens, and for money charged on land, and for legacies, absence beyond seas was no disability; that in actions on covenants and bonds, and proceedings on recognisances, it had now ceased to be a disability; and, generally, that as to all the twenty years' limitations of actions on specialties (including the above proceedings) there were now but three disabilities—infancy, coverture, and unsoundness of mind.

These three disabilities constituted *incapacities* within the 3 & 4 Will. 4, c. 27, s. 40, and were the remaining *disabilities* expressly mentioned in the 3 & 4 Will. 4, c. 42, s. 4.

Two propositions only were, therefore, required to sum up the law under the second head; and these were:—

1. All actions at law, and suits in equity on specialties—*i. e.* to recover the money secured by a mortgage, judgment, or lien, or to recover money bequeathed as a legacy, or damages for the breach of a covenant, or money payable under a bond, or under an award under seal (which was a specialty), or upon *scire facias* on a recognisance—must be brought within twenty years of the right accruing.

2. The right accrued at the time the money was receivable; and if the person entitled thereto was an infant, under coverture, or of unsound mind, the money became receivable when the minor arrived at full age, when the woman was discovert, or when the person entitled became of sound mind.

The lecturer then came to the third head of his subject—the period of limitation applicable to debts and other claims arising on simple contract. It had been considerably simplified by the abolition of the disabilities of *imprisonment* and *absence beyond seas*, but had been extended by section 18 of the Mercantile Law Amendment Act, which made an acknowledgment by an autho-

rised agent equally effectual to bar the operation of the statute as an acknowledgment by the party himself.

The statute 21 Jac. 1, c. 16, s. 3, enacted that all actions of trespass *qu. cl. freg.*, of trespass, detinue, in trover, and replevin for taking away goods and cattle, all actions of account and upon the case (other than such accounts as concerned the trade of merchandise between merchant and merchant, their factors, or servants), and all actions of debt grounded upon any trading or contract "without specialty," and all actions of debt for arrearages of rent, should be commenced and sued within six years next after the cause of such action or suit, and not after. There was one general observation applicable to this enactment—viz. that it did not extinguish the debt, but only barred the remedy. Therefore a lien in respect of a debt was not gone, although the person having that lien could not sue the defendant in an action (*Higgins* v. *Scott*, 2 B. & Ad. 413). Another consequence of more importance followed from this doctrine of the remedy only being barred—viz. the claim was capable of being revived by the debtor's subsequent acknowledgment or promise without any new consideration. Following out this doctrine, it would be found that in equity the statute did not run against the creditor of a bankrupt after the *fiat* (now the petition for adjudication), although the six years elapsed after it issued, and before the creditor applied to prove (*Ex parte Ross*, 2 Glyn & J. 46).

As to the prominent exception in the section—the exception of accounts between merchant and merchant—its operation would be sufficiently illustrated by the case of *Farrington* v. *Lee*, 2 Mod. 311.

The law on this exception had undergone some changes. It was formerly held that the exception was not confined to the accounts of *merchants*, in the strict application of the term; but that wherever there were mutual dealings or cross accounts, for any one item of which credit had been given within the six years, both accounts were kept open (*Catling* v. *Skoulding*, 6 T. R. 189).

The fact of there being *one item of credit* was considered evidence of an acknowledgment that there was an open account between the parties, which let in an inquiry into the whole of the accounts together. Then came Lord Tenterden's Act, making an acknowledgment in writing necessary to bar the statute; after which it was held that the mere fact of there being an open account was not enough to take the case out of the statute. Thus an open account between two tradesmen, in which each charged the other with goods, although it contained items within the six years, was not within the exception of the statute (*Cottam* v. *Partridge*, 4 M. & S. 271).

Formerly, before Lord Tenterden's Act, the exception of merchants' accounts was not confined to the accounts of merchants in the strict acceptation of the term; it applied to tradesmen's accounts, and might be pleaded in actions of *assumpsit*. That kind of equitable construction of the statute found no favour in the Court of Exchequer when the question came to be raised as to what was the strict law of the case. The operation of Lord Tenterden's Act was to destroy the effect of all verbal statements, and nothing was to go to the jury as evidence but a written acknowledgment. The Court of Exchequer had now confined the exception of merchants' accounts to those cases in which an action of account, or an action on the case for not accounting, would lie (*Inglis* v. *Haigh*, 8 M. & W. 769). These three cases it would be useful to recollect for the next five years and a half; for the 9th section of the Mercantile Law Amendment Act, destroying the legal effect of the exception in the statute of James the First, allowed actions on merchants' accounts to be brought for six years after its passing. Henceforth, by that section, the same limitation of six years would be applicable to these claims as to all other claims on simple contract—*i.e.*, a plaintiff could not recover for items more than six years old without a written acknowledgment under Lord Tenterden's Act, or a partial payment, which was an implied acknowledgment.

The next question was, what actions came within the 3rd section. It began with trespass *quare clausum fregit*, which included actions for mesne profits after ejectment; next were actions of trespass, detinue, trover, and replevin for taking goods or cattle; and next, actions of account, and on the case, from which the exception of merchants' accounts was made. Actions of account on the writ to compute were quite unknown in practice,—the remedy by bill in Chancery being infinitely preferable.

The 3rd section of the statute of James next mentioned actions *upon the case*, which term included actions of *assumpsit*. It will be seen from "Blackstone" that, in its origin, *assumpsit* was an action on the case on promises; had this not been so, this action would not have been within the statute of James. On this point the case of *Battley* v. *Faulkner*, 3 B. & Ald. 294, might be consulted. The section afterwards mentioned all actions of debt upon any contract without specialty, and actions for rent. The word "contract" applied the six years' limitation to claims arising out of almost all the transactions of every-day life. It would be sufficient to instance its application in three cases. The statute applied to an action for a penalty under a bye-law made by a chartered company, the defendant, by becoming a member of the company, consenting to its imposing bye-laws, and contracting to pay penalties incurred by him for any infraction thereof (*Tobacco-Pipe Makers' Co.* v. *Loder*, 16 Q. B. 765). It also applied to the right of the owner to money deposited with a banker; for if that money was allowed to remain six years in the banker's hands, without any payment or acknowledgment by him, the statute barred its recovery, the contract between a depositor and his banker being the same as a lending of money which was repayable on demand (*Pott* v. *Clegg*, 16 M & W. 321). Again, if an action was brought for a debt which was incurred and accrued due in a foreign country—in Scotland, for instance—which was generally considered a foreign country by the law of England—the statute might be pleaded in bar of such action, although the period of limitation, if any, prescribed by the law of the country in which the debt was contracted, might not have expired (*The British Linen Co.* v. *Drummond*, 10 B. & C. 903). The 3rd section of the statute of James enacted that all the actions mentioned in it should be commenced and sued within six years of the cause of such action, and not after. There was now but one way of commencing an action (there were formerly several), by suing out a writ of summons. This must be done within the six years; and to prevent the operation of the statute it must be kept renewed from time to time in the mode prescribed by the C. L. P. Act, so that the main question connected with the commencement of the action was, when did the cause of such action arise? In those actions specified in the section there could never be any difficulty; a trespass was a trespass, and the cause of action arose when it occurred. The cause of action in trover and replevin was the taking of goods; in detenue—the detention after demand made of them. With reference to actions on contract, again, there was one simple rule by which the commencement of the period of limitation might always be ascertained; and this was, that the statute ran, not from the making of the contract, but from the time when the plaintiff might have brought his action, which could only be upon a breach thereof.

Thus, if the contract were to pay money at a future period, the six years began to run when that period had elapsed. Therefore, where a bill was drawn, payable at a future day, as was usual in such cases, for a sum of money lent by the payee to the drawer at the time of drawing the bill, the payee was allowed to recover the money in an action for money lent, although six years had elapsed since the advance of the money, the Court holding that the statute began to run only from the time at which the money was to be repaid—that was, from the time the bill became due, and when the promise of repayment was broken (*Wiltertheim* v. *Lady Carlisle*, 1 Hen. Bl. 631). In this case the contract was special; the money was lent to be repaid at a future day, and the breach of contract took place, when, that future day arriving, the money was not paid. In the ordinary case of money lent, there was no special contract, and the law, therefore, implied one—viz. a contract to repay on demand; but as no demand was necessary in such a case, the period of limitation began to run, as in the case of *Pott* v. *Clegg*, from the very day of the money being lent. And so, if a promissory note were payable on demand, this was a special contract to pay, in the same way as the law implied in the case of money lent, and the statute began to run from the date of the note (*Norton* v. *Ellam*, 2 M. & W. 461). The same principle applied to the case of bills or notes payable at a certain time after demand, or after sight; for where a bill or note was payable one month or six months after demand, a demand was necessary, that the drawer or maker might know when to pay—his contract was broken if he did not pay on the expiration of the time, and the statute then began to run (*Thorpe* v. *Coombe*, Ry. & Moo. 388). So, if a bill was drawn payable one month or any other time after sight, the statute ran from the expiration of that period after the bill had been presented to the drawee for acceptance (*Holmes* v. *Kerrison*, 2 Taunt. 323). There was, however, a peculiarity attending foreign bills. It was this—that the holder of a foreign bill had an immediate right of action thereon on the non-acceptance, protest, and notice, and did not acquire a fresh right of action on non-payment thereof when due; the statute accordingly ran from the former, and not

from the latter period (*Whitehead* v. *Walker*, 9 M. & W. 506).

There was the same general rule running through all classes of contracts—viz. that the limitation began to run from the breach of the contract; so that, in order to ascertain when the period of six years commenced, the inquiry should be, What was the contract? This could be best illustrated by a few ordinary cases. If a merchant consigned goods to a factor, or to an auctioneer, to sell, the promise of the agent was, on his being employed, to account for the proceeds of the sale on request. Therefore, until a demand or request for an account was made, the agent had not refused to account, he had not broken his promise or contract to do so. Consequently, an action for not accounting would not lie till after demand; and as the plaintiff's right of action accrued on his demand not being complied with, the statute ran from the time of the demand (*Topham* v. *Braddick*, 1 Taunt. 572).

So in the case of a guarantee or an indemnity. When a surety became bound to answer for the debt or default of another—*i.e.* became guarantee for another—the law implied a promise by the principal debtor or defaulter that he would indemnify the surety. This obligation to indemnify arose the instant the surety was compelled to pay in ease of the principal; at that very instant, the principal acquired a right of action against the surety for not indemnifying him; consequently, the statute ran against the principal from that very instant. Suppose, again, there were two or three sureties: the law in this case implied a promise or contract by each of them to pay his share of liability, and, as a necessary ingredient of that contract, to indemnify each other, if either or any of them paid more than his proportion. The right to enforce this implied contract of indemnity arose whenever one of the co-sureties had paid more than his share; consequently, then, and then only, did his cause of action accrue, and from the time of that payment of more than his share did the statute run (*Davies* v. *Humphrey*, 6 M. & W. 153). The actual damnification, in these cases, called into activity the implied contract; and there being nothing to suspend the right arising under the contract, the contract was at once broken by the non-indemnifying of the surety. Thus, if one man lent another his acceptance, there was an implied promise by the borrower that he would indemnify the lender against the consequences. In this case, the statute ran, not from the time the bill or note became due, but from the time the lender of it had to pay it, irrespective of its becoming due; for at that time only was he damnified, and then only was the promise to indemnify broken (*Reynolds* v. *Doyle*, 1 M. & G. 753).

In all actions of contract, the gist of the action was the breach of the contract, not any resulting or collateral damage, which might be thereby occasioned. In the last instances, arising on contracts of guarantee and indemnity, there was, no doubt, damage sustained by the sureties, and by the person indemnified in the latter instance. But the damage sustained was not the result of the contract. If the surety was not called on to pay for his principal—if the co-surety was not required to contribute more than his share—if the person who lent his acceptance was never called on to take up his bill—there was no breach of contract at all. It was the very fact of their being damnified which entitled them to be indemnified, and gave them a right of action.

Since, then, in actions of contract, the gist of the action was the breach of the contract, and not the consequential damage, the statute ran from the breach. It followed that, although the consequential damages were sustained by the plaintiff within six years, his action was barred if the contract was broken at a period beyond the six years. As illustrative of this principle, two cases might be referred to:—In the case of *Short* v. *M'Carthy*, 3 B. & Ald. 626, the plaintiff sued the defendant for that he did not diligently and sufficiently search at the Bank of England to ascertain whether certain stock was standing in the names of certain persons, having been employed as an attorney to do so. The omission to search took place more than six years before the action was brought, although it was not discovered by the plaintiff till within the six years. The plaintiff had bought the interest of a person who had no right to sell, and had paid £340. The statute being pleaded by the defendant, it was held that it ran from the time of his breach of duty in not searching, and not from the time the plaintiff was damnified by finding that he got nothing for his money. The other case was that of *Howell* v. *Young*, 5 B. & C. 259, in which the defendant, the attorney, had not used due diligence in ascertaining whether a mortgage would be a sufficient security for the plaintiff's money. The insufficiency of the security was not discovered until after six years had elapsed from the time the transaction had been settled; and on the plaintiff suing for the negligence, and the defendant pleading the statute, it was held that the cause of action arose at the time the defendant broke his contract to use due care and diligence, and, consequently, that the action was barred. The same doctrine that the statute ran from the breach of contract pervaded all the cases (see also the cases of *Battley* v. *Faulkner*, 3 B. & Ald. 288 and *Bree* v. *Holbeck*, 2 Douglas Rep. 654). In the latter case, Lord Mansfield threw out a suggestion to the effect that *fraud* might take the case out of the statute. By fraud was here meant fraud practised by the defendant in order to prevent the plaintiff from discovering his cause of action. The point was raised indirectly in several subsequent cases at common law, but was never directly decided until recently, in the case of *Hunter* v. *Gibbons*, 1 Hurl. & Norman, 459. The remedy of the plaintiff was, as stated in that case, in equity; as to the nature of which, and the circumstances in which it would be given, reference must be made to the case of the *South Sea Company* v. *Wymondsell*, 3 P. Wms. 143.

With regard, then, to those causes of action, the remedy for which by suit was barred by the six years' limitation, it would be easy to recollect that they were of two sorts:—

1. Causes of action arising from *torts* to real and personal property. 2. Causes of action arising from simple contract.

1. *Torts* to real property here meant injuries to the property itself, not injuries to the right of property trespass:—*quare cl. freg.*, or trespass for mesne profits, were *torts* to real property in the former sense, and in that which involved a six years' limitation. Similar in its nature to the action of trespass for mesne profits, usually brought after a judgment on ejectment, was the action for arrears of dower, or damages on account of such arrears. This was usually an action on the case for keeping the doweress out of possession, and therefore an action *quasi ex delicto*, or of *tort*, in which, by the statute 3 & 4 Will. 4, c. 27, s. 41, six years' arrears only could be recovered. With personal property, again, were included detinue and trover, replevin and trespass *de bonis asportatis*, or case for carrying away goods, the count usually joined with trespass *quare clausum fregit*.

2. Causes of action arising from contract might be said to include all the claims one man might have against another, which were not founded on a specialty, for which there was a twenty years' limitation.

The 3rd section of the statute of James mentioned actions of debt, for arrearages of rent. This was, of course, debt on simple contract; for if the demise were by deed, the limitation was twenty years. The 42nd section of the 3 & 4 Will. 4, c. 27, which enacted that not more than six years' arrears of rent or interest in respect of money charged on land should be recovered, extended these words to all actions whatever, but did not overrule the previous sections prescribing the twenty years' limitation in actions on specialties; so that, where the contract was by specialty, arrears of rent or interest for twenty years might be recovered (*Puget* v. *Foley*, 2 Bing. N. C. 679; *Strachan* v. *Thomas*, 12 Ad. & Ell. 536).

There being, then, two sorts of causes of action to which the six years' limitation was applicable, it was easy to recollect—

1. That the cause of action in all cases of *tort* arose the instant the plaintiff received the injury complained of; for instance, it arose at once from a wrongful entry on his land, or a wrongful conversion of his goods; and 2. That in all cases of contract the cause of action arose when the contract was broken.

Law Amendment Society.

FOURTEENTH SESSION—NINTH GENERAL MEETING.

FEBRUARY 23rd, 1857.

Mr. Serjeant WOOLRYCH took the chair, at eight o'clock. Among those present were—Mr. W. Hawes, Mr. D. Power, Mr. Edgar, Mr. Elliott, Mr. E. Webster, Mr. Howell, Mr. Aspland, Mr. F. Hill, Mr. Tudor, Mr. Lawrence, Mr. Reed, Mr. Linklater, Mr. C. Webster, Mr. Twamley, Mr. Manning, Mr. Fisher, &c.

The following new members were ballotted for, and elected: The Right Hon. the Lord Mayor; Samuel Pope, Esq.; Edward Nugent Ayrton, Esq.

Mr. EDGAR read a report of the Partnership Law Committee, on a resolution lately brought before the society by Mr. E. Lawrance on the laws now in force relative to the winding up of the estates of joint-stock companies. The report proceeded to state under what acts of Parliament the different species of joint-stock companies may be wound up, and gave the effect of

the different enactments. With reference to the interests of creditors in cases where the winding up of a company is in Chancery, under the 11 & 12 Vict. and 12 & 13 Vict., the property becomes vested in the official manager, who is the nominee of the shareholders, and in whose appointment or proceedings the creditors have no voice, the control of the estate being thus taken from them. The estate was liable to be seized at the instance and for the exclusive benefit of creditors obtaining judgment, and the registering of judgments so obtained entitles the creditor to preference by affecting the title to real and leasehold estates of the company. There is no power to defeat fraudulent preferences or other unfair dealings with the property of the debtors. The winding up of an insolvent company under these acts is a *quasi* bankruptcy, without the incidents of bankruptcy. With reference to the interests of shareholders, where the winding up is under the 7 & 8 Vict. cap. 111, or under the 11 & 12 Vict. cap. 45, and 12 & 13 Vict. cap. 108, there is no protection to shareholders or their property against the executions of creditors, however numerous, even where the shareholders may be willing to pay far more than their just proportion towards the liabilities of the company. Shareholders are therefore compelled to seek the protection of the bankrupt laws, or are induced to make away with their property and leave the country. In cases where the winding up is under the Joint-Stock Companies' Act, 1856, shareholders will only be liable under sections 61, 62, and 63. A company registered under that act being constituted a corporation, the shareholders are not liable to creditors, and cannot be reached by any proceedings on the part of the latter. It was obvious to the committee that the mode of winding up under the Joint-Stock Companies Act, 1856, is by far the most advantageous both to shareholders and creditors. How far the division of jurisdictions, which that act provides, is necessary or expedient, was a question well worthy of consideration. The committee recommended that the winding up provisions of the Joint-Stock Companies Act, 1856, should, with additional powers to creditors and shareholders, be extended to all trading companies—That, in order to insure equal distribution of assets, and to prevent undue pressure upon shareholders after an order for winding up, no proceedings should be taken by any shareholder except by leave of the court—That the court should have power, on sufficient cause being shown, to arrest the person or attach the estate of any shareholder who should be proved to be intending to abscond or to make away with his property—That the court should have authority to direct the registration of a petition as a *lis pendens* against the estate of any shareholder. If it should be thought expedient, instead of enacting the larger measure indicated by the preceding resolutions, to amend the 7 & 8 Vict. c. 111, and the 11 & 12 Vict. c. 45, and 12 & 13 Vict. c. 108, provision might be made for the administration of an estate in bankruptcy, when the bankruptcy is subsequent to the appointment of the official manager, and also for allowing the creditors to nominate a representative in any winding up, and to provide for the protection of shareholders and for equal distribution of assets.

Mr. EDGAR moved that the report be adopted, and remarked that it was of extreme importance that the Legislature should at once pass some measure for carrying into effect the suggestions made by the committee.

Mr. E. LAWRANCE seconded the motion, and alluded to the case of the Royal British Bank, as showing the necessity of some alteration in the existing law.

Mr. LINKLATER also supported the resolution, which was carried *nem. con.*

Mr. Serjeant Woolrych then left the chair, which was taken by Mr. Edgar, and the learned Serjeant proceeded to read a paper on official trustees.

This paper was referred to the council and ordered to be printed.

The meeting adjourned till Monday next, the 2nd of March, when Mr. E. Nugent Ayrton will read a paper on a mode of giving an indefeasible title to land.

Juridical Society.

The following is an abridgement of the conclusion of the Rev. Mr. Maurice's paper on the moral grounds of the distinction between law and equity:—

"The struggles for existence in Henry the Second's time brought to light, along with the monstrous claim of the clergy to be exempt from the jurisdiction of the ordinary tribunals, the assertion that there is a justice to which kings themselves must bow, along with the passionate efforts of the monarch to establish his own will, a most precious defence of his position as the representative of the whole nations, and the equal judge of all classes of persons within it. The position of the Anglo-Norman King is so closely associated with the idea of equity as distinguished from merely literal or positive law, that I cannot tell whether it is not from the study of this distinction that our knowledge of his functions and his authority is best derived. We have seen that Aristotle was obliged to associate justice and equity with just and equitable men, even when he most desired to view them abstractedly or to connect them with the state. The vagueness which belonged to Cicero's beautiful conception of equity could not be removed, much as he desired to escape from it, because it was impossible for him to consider political justice as embodied in a person without violating all his republican traditions. How much he felt this perplexity—how much he traced it in his most eminent countrymen—his frequent appeals to the republic sufficiently prove. The catastrophe of the republic showed that the necessity for the sway of a single man, which was reluctantly inferred by the noblest citizens, was one from which th re was no escape. But the catastrophe of the empire was surely as decisive a witness that if this single man were a god-gerant of a world, he must effectually stifle all the desires and hopes which had called him into existence. How could they be satisfied? Blackstone tells us that the practice of the Court of Equity is derived from the clerical chancellors. I have no doubt he is right in the charges which he brings against them, as having set up their own notions of what was equitable against law, and that legal chancellors may have done a great service by introducing a more even rule. But it is, surely, not an unimportant reflection that these clerical chancellors were regarded as keepers of the king's *conscience*. However ill some of them may have performed that task, the fact that the king was regarded as the fountain of equity, because a conscience was believed to be present at his decisions, or to pronounce them in his name, is one of the most pregnant of all facts; one that explains some of the most interesting points of our history; one that receives light from the opinions of moralists, and throws back a light upon them; one which shows how much deeper and more real the faith which is written in the heart of a nation, and is developed by its actual experience, is, than all the speculations of philosophers, of divines, and of jurists. I know how easy it is to speak of this faith as a fiction. Nay, fictitious it might no doubt become; a fiction it may have been from the first in the hearts of many kings and chancellors. As they laboured to keep it alive, feeling it to be a fiction, for certain purposes of theirs, or to procure respect for their authority, they will have done what in them lay to make the moral feeling of the nation fictitious, and, with her, suffered the just recompense of being incapable of living except in a fiction themselves. But the doctrine itself was a protest against fiction—was the witness that there is an eternal truth to which every one, in his own practice, owes homage, the acknowledgment and perception of which is the security of the throne as well as of the law. It went far beyond Aristotle's notion of equity, not only providing for the feebleness of the law, but asserting Aristotle's great principle that equity deals with particulars of which literal law cannot take notice. The conscience in each of us assuredly takes cognizance of particulars, not of generalities. It has to do with one's acts and circumstances, at each moment, not with some imaginary or possible acts or circumstances in which another might find himself. It cuts through letters, not to find excuses and indulgencies, but to ascertain obligations. At the same time, it confesses these obligations to be contained in laws which are of universal import, and which it cannot twist or contract to suit any purposes or notions of its own. If there is such an equity as the Stagyrite spoke of, there must be such an organ as this through which it makes itself known. If there is an equity for nations as well as individuals, our ancestors cannot have been wrong in assuming that there must be a national conscience. And Cicero would also have felt that the doctrine thus impressed upon our institutions supplied the defects in his idea of law and justice. It would do so most imperfectly if it recognised a monarch as the depositary of law and justice; for he supposes that law must have provided some perfect commanding reason, and must also have that which responds to it in the nature of man. But when the king is reminded that all his acts are inconsistent and monstrous, except as he recognises obedience to a law of rights which is not a dead law, but

is perfectly embodied and livingly administered, which will make itself good both against king and subjects, which can use both as its instrument, the Republican Equity and the Imperial appear to have each their justification.

These principles asserted themselvs through the conflicts of orders in our country during the ages before the Reformation.

One cannot attribute to that event a change in the relation of the king and the priest, so far as the keeping of the conscience was concerned. Sir Thomas More, the lawyer and the enemy of Protestants, had accepted the office of Chancellor without scruple, not feeling that he was breaking any tradition, or, perhaps, being aware that the old practice could not any longer be maintained. But, in another way, the Reformation had a great effect upon the feeling, among moralists as well as among the people, respecting law and equity. The distinction between a righteousness, which is merely according to law, and a high righteousness belonging to the new dispensation, was never so vehemently asserted before. But it appeared as if they belonged to different classes of persons; as if formal law was for mankind at large, the more perfect righteousness, though needful for all men, only intended for some. Hence it could never be the ground of national instruction, or expressed in the national jurisprudence. When such an opinion prevails, equity begins to be regarded as a mitigation of the rigour of the law for certain persons, not as expressive of the very intent and purposes of the law. The king is rather relied upon as one who had the prerogative of pardoning certain transgressions, than as representing the conscience which acknowledges the right whether it is favourable or unfavourable to particular persons, whether it is more or less severe than the decree of the lawgiver. A notion so feeble as this must be unacceptable to all accurate thinkers, to whatever school they may belong. It is worth while to observe, how it affected these men of the most dissimilar characters and tendencies, and to what different conclusions respecting the nature and worth of equity it conducted them. Richard Hooker speaks of this in his 5th Book.

The reverend reader read the passage at length, and continued:—Hooker's doctrine you will perceive is little more than an expression of Aristotle. Law is with him as with the Greek the assertor of universal maxims; Equity the rectification of it, because it descends to special cases. But he as little as Aristotle could tolerate this notion, that equity is merely a more indulgent law. John Selden lived in a very different atmosphere from Hooker. Those against whom the divine had reasoned were, in the latter days of the accomplished antiquary and lawyer, victorious. He had been tormented with their notion of an ecclesiastical supremacy which was to ride over the law and the state, as he had been before tormented in his earlier days by similar pretensions proceeding from another quarter, and taking another form. Nothing seemed to him so desirable as to assert law in its literal strictness, and to mock at the attempts which were made, under one plea or another, to set it aside and explain it away. Therefore he writes in his "Table Talk," words with which, I doubt not, many of you are familiar: "Equity in law is the same that the spirit is in religion, what every one pleases to make it. Sometimes they go according to conscience, sometimes according to law, sometimes according to the rule of Court. Equity is a roguish thing. For law we have a measure—know what to trust to. Equity is according to the conscience of him that is Chancellor, and as that is larger or narrower, so is equity. It is all one as if they should make the standard for the measure that we call a foot, a Chancellor's foot. What an uncertain measure would this be. One Chancellor has a long foot, another a short foot, a third an indifferent foot. It is the same thing in the Chancellor's conscience." But by far the most important writer for the illustration of the whole subject is, I think, the Philosopher of Malmesbury. No one had ever the imperial notion so strongly rooted in his mind as Hobbes; no one set himself so resolutely to destroy the difference between the Emperor and the Gothic or Christian King. All equity is with him absorbed into authority; authority is a mere synonyme of power. Lex is the decree which goes forth from one who can command; jus is what is left to a man which lex has not taken from him. Extract from Greek, Roman, English lawgivers, judges, and moralists, everything which appertains to the idea of a conscience, and the residuum is the doctrine of the Leviathan. Any amount of religion is compatible with this doctrine, provided it is the religion of fear, not of trust. Any kind of government is compatible with this doctrine, provided that government is absolute, and confesses no obligations due from it to the subject, or from the subject to it. One is curious to know how the idea of law and equity would present itself to such a thinker. In his able dialogue between a lawyer and a philosopher on the common law, he handles it in these words:—"Lawyer: How would you have a law defined? Philosopher: Thus; A law is the command of him or them that have the sovereign power, given to them that are his or their subjects, declaring publicly and plainly what every of them may do, and what they must forbear to do. Lawyer: Seeing all judges in all courts ought to judge according to equity, which is the law of reason, a distinct court of equity seemeth to me to be unnecessary and a burden to the people, since common law and equity are the same law. Philosopher: It were so, indeed, if judges could not err. But since they may err, and that the King is not bound to any other law than that of equity, it belongs to him alone to give a remedy to them that, by the ignorance or corruption of a judge, shall suffer damage." Equity, according to this able and consistent writer, is not in any sense a qualification or weakening of the command which has gone forth from the lips of the utterer of law. It is that command coming forth with greater completeness and determination from the absolute judge, whose decrees express the fate by which gods and men are bound, who is the head of that great huge monster, "the flakes of whose flesh are joined together, all firm in themselves that they cannot be moved, whose heart is as firm as a stone,—yea, hard as a piece of the nether millstone," a creature with no life or freedom or natural movement, which, according to Hobbes, has taken its pastime in the waters of our world for some thousands of years, and which one hopes may one day sink, and be lost in them altogether. But though I cannot acquiesce in either Hooker's, or Selden's, or Hobbes' view of this subject as decisive and satisfactory, each, it seems to me, teaches us something which the other does not teach, and which we should not forget. Selden's protest against a moveable equity and a moveable conscience is surely of the highest worth. If either equity or conscience means what he supposed it to mean, the sooner we have done with them the better. And as we cannot get rid of them, as they force themselves upon us in every experience of our lives, and in every page of history, the more pains we take to find out what is their true meaning and their true relation to each other, the more we are likely to deliver ourselves from the counterfeits of both, which are not less injurious in our day than they were in Selden's.

Again, with respect to Hobbes, though I cannot think his imperial doctrine is at all a good exchange for that regal doctrine which is embodied in the English constitution—though I hope we shall never become worshippers of naked power, but shall always cultivate in ourselves a hatred and contempt of it—I yet would be far from denying the twofold service which he has rendered us, first, in showing us that there must be a dependence in all the different parts of the commonwealth upon each other; secondly, in shewing how dreadful the necessity of such a dependence would be if the parts of it were merely united artificially together—if no great moral principle caused them to cohere. You must not wonder if Blackstone's language, about law and equity being both purely artificial systems, makes those who reverence both and feel the unspeakable necessity of both, tremble lest such a notion should ever pervade the minds of the members of his profession, or of Englishmen generally. For certainly it is the existence of the opposite notion to that—of a very deep and settled belief that law and equity have both their foundation in principles of morality and reason, and that each sustains the other—positive decrees implying a justice or equity which they can but imperfectly express—equity continually referring back to fixed letters and forms as a witness against the caprice of judges and rulers, and as a protection from it—has been the strength of the English character, has given a stability to our nation which nothing else could give. This belief has found various ways of expressing itself; some of them have become quite unmeaning and obsolete. But that which they embodied does not perish when they perish. It may become stronger by being freed from the restraint which they imposed upon it. As the thought of a keeper of a sovereign's conscience is lost, the idea of a national conscience, which the sovereign embodies, of which every inferior functionary who acts for him is the guardian, which every man does something to make clearer or darker, more pure or more corrupt, may be fully working itself out. How the idea of a national equity and a national conscience may unfold itself in countries where there is no one visible head—especially how this can be effected among people of our own race—is one of the deeply interesting problems which our Transatlantic children must solve, and which, no doubt, some of their accomplished jurists are assisting them to solve.

And, to speak of our own country, with which we are chiefly concerned, I apprehend that the distinction between law and equity is upheld in many other ways than by the separation of the courts bearing those names—a separation which some of you may think it expedient to abolish. The rude equity of country magistrates, the irregular equity of courts martial, has served, and may serve, to keep up the sense of the justice, which, as Bracton says, rests in the breast of the just man, even as the wrongs which proceed from these tribunals drive us back to those of a more organised character, and make us rejoice in the severity of their rules. Nothing, I am sure, is truer than the assertion that a very high equity may be found in the courts of law; that there, also, men are continually asserting their right to penetrate through the letter of documents to the spirit which is contained in them. It is not for the purpose of disputing these assertions, or from a presumptuous wish to meddle with questions which are entirely out of my sphere, that I have ventured to put together a string of what may appear to some of you truisms, or, to some, exploded fallacies. It is because I am sure that the more we connect the details of all our professions with great moral principles which concern us as men, the more we shall understand each other, the more we shall do the work which is given us to do for the whole land.

The annual meeting of this Society took place on Monday evening last, when the Hon. Baron Bramwell, the president for the past year, delivered an address on the objects and prospects of the Society. He congratulated its members upon the very great success which had attended its operations, referring particularly to the reputation which its published transactions had acquired not only amongst the profession in this country, but on the continent and in America.

Among the new members whose election was announced, were the Lord Chief Baron and Mr. Baron Channell.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, Feb. 20.

VOTES AND MINUTES OF THE HOUSE.

Earl STANHOPE moved that a select committee be appointed to consider whether any, and if so, what improvements can be effected in the printing of the minutes and journals of the House, and especially as to putting upon record both the numbers and the names of peers who take part in the divisions. As one among several instances adduced of the value of the system he proposed, his lordship alluded to perhaps the most remarkable scene which had occurred either in this or the other House of Parliament—what was generally called the dying scene of Lord Chatham. There was in existence a letter of Lord Camden describing this scene, in which it was said that all the peers put on the appearance of distress, with the exception of a certain Lord M., who seemed entirely unmoved. On reference to the journals of the House, it was shown that two Earls of M. were present (Lord Marchmont and Lord Mansfield), and the noble and learned lord (Lord Campbell) had clearly proved that the peer referred to was Lord Chief Justice Mansfield. This showed the value of records of the House in an historical point of view.

Lord GRANVILLE concurred in the expediency of the motion; which was agreed to.

Monday, Feb. 23.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The LORD CHANCELLOR, at the request of Lord Lyndhurst, postponed the second reading to Tuesday, the 3rd of March.

Lord CAMPBELL protested against a clause which had been added to the bill, allowing the dissolution of marriages without the intervention of any legal tribunal; and stated that he should feel it his duty to oppose such an alarming provision.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

The LORD CHANCELLOR moved the second reading of this bill. He said it was intended to remedy an evil which had been cried out against for many years as arising from the numerous petty jurisdictions (for the most part ecclesiastical) existing throughout the country in regard to the granting of probates of wills and letters of administration. There were no fewer than a hundred different courts which exercised this jurisdiction, besides which there were other courts whose jurisdiction was rather of a theoretical than a practical character. There was the Prerogative Court of Canterbury sitting in London, and the Prerogative Court of York sitting at York, each of which exercised in its own province a certain jurisdiction in cases where the deceased possessed property out of the locality over which the jurisdiction of the inferior court extended. That was a state of things which in practice was found to be extremely inconvenient. It was obviously inconvenient that the next representative of a person dying in Lancashire, for instance, should not know, as regarded third parties, whether the probate should be taken out in Lancashire or at the Prerogative Court at York. Another grievance in the constitution of these courts was, that they all possessed contentious jurisdiction. There was a great number of other small matters requiring remedy, but he would content himself with referring to two points, the inconvenient multiplication of small courts throughout the country, and the cumbrous mode of procedure in the larger court in London. In the first place, he proposed to abolish all the existing courts; because, supposing the present Prerogative Court to be as perfect as its greatest admirers could wish, still he thought it was the general opinion that the court should be her Majesty's Court of Probate, and not the court of any ecclesiastical authority. He, therefore, proposed to abolish all local jurisdictions, and to constitute one Queen's Court of Probate, reserving the question of who was to be judge for future consideration. As he did not see where the present practice of the prerogative court could be improved, he proposed that it should be adopted, giving the judge power to make new rules when they might be necessary. In order to exclude all suspicion that patronage had anything to do with legislation, he intended that the whole of the present staff of the prerogative Court should retain their offices, subject only to the usual reasons for retirement. But the great change he proposed was that, instead of having disputed questions of fact tried in the present imperfect mode, they should be decided by oral evidence taken before a judge, or an issue sent before a jury. With regard to matters of detail, they should all be left to the judge; but, with regard to the great questions, he proposed that they should be dealt with in the well-known constitutional mode —namely, by the issue to be tried on the circuit; so that it would have the advantage at once of the intellect of the judge and the common sense of the jury. He proposed that all non-contested matters should be left where they now were, and that they should be confined to the proctors and advocates of the courts. This part of the plan would, no doubt, create great difference of opinion, mainly on account of the exorbitant fees alleged to be charged by the proctors. Compensation had been suggested, but the case of the six clerks showed what exorbitant sums might be paid under that arrangement; he therefore proposed that the proper authority should have power to reduce the fees. When they came to contentious business, he proposed that the cases should be thrown open to the profession generally. He intended to abolish all the district and diocesan courts, but to retain the district offices for the registration of uncontested wills. The number of districts would be thirty-six, instead of twenty-seven, as at present. Uncontested wills he proposed should be filed in the district, and a list sent up every fortnight to London; and in case of small wills contested, say under £200, he proposed that jurisdiction should be given to the county courts. With regard to personal and real estate, he proposed that, in case of dispute, the inheritor of real estate should be cited before the Court of Probate. He proposed also that there should be a place of security in London in which wills might be deposited during the life of the testator. There only remained for him to justify the appointment of the judge of the new court. He did not propose to transfer the probate jurisdiction to the Court of Chancery, but merely to give to one of the Vice-Chancellors of that court the office of judge of the Court of Probate. This was doing no more than what had already been done in the case of bankruptcy jurisdiction, in which, up to the time of the appointment of the Lords Justices, one of the Vice-Chancellors had acted as a Court of Review. He would proceed at once to state why he selected a Vice-Chancellor as judge. The judge of the Prerogative Court sat for the disposal of non-contentious business twenty-five times—or, at the outside, thirty times—during the year, and the average length of these sittings was two hours each. At other times the judge was occupied in deciding contentious cases, in which, having to wade through long masses of written evidence, great length of time was necessarily occupied. All this would, however, be swept away, and there would be only left to the judge the one contentious business, and the duty of deciding, where a verdict was unsatisfactory, upon the granting a new trial. There being, then, a

necessity for a new judge whose duties would be thus light, the question was, to whom should those official duties be given? There was only a choice between one of the vice-chancellors and a common law judge. Between these two personages there did not seem to him room for a moment's hesitation. The common law judge had to go on circuit twice, and would not improbably soon have to go thrice a-year, while the Vice-Chancellor was constantly on the spot. He ought to state that no extra salary or privileges would be bestowed upon the Vice-Chancellor. The power of granting new trials he proposed to vest in the Vice-Chancellor. In cases of misdirection, no doubt a court of common law would be better enabled to judge of the necessity of granting a new trial, but these were not the kind of cases which would be likely to arise. In any other case the care and attention which the judges of the Court of Chancery habitually gave to the question of the granting of new trials, would render the Vice-Chancellor a competent and proper person to exercise the discretion of granting or withholding the right of further proceedings. His lordship gave a history of previous attempts at legislation on this subject, stating that he had endeavoured to avoid the less satisfactory portions of those attempts, and concluded by moving the second reading of the bill.

Lord ST. LEONARDS complained of the perpetual changes of intention which were manifested in these measures. First, the jurisdiction was to be given to equity; then there was to be a separate court; and now they came back to the original idea, with but little variation, for a judge of an equity court was to take the probate cases. When the idea was first started of giving this jurisdiction to courts of equity he had opposed it; but at the same time urged, that, if given, it should be given to one judge only, so he did now. The present equity system was working admirably; but he feared that the introduction of new duties might derange its working, and hence his opposition. Besides, there now existed a competent judge of a testamentary court: if his office were destroyed, he must be compensated. He could not understand why the judge of the Prerogative Court was to be allowed to spend his days in retirement, his pay being continued, and a Vice-Chancellor appointed to do his work in addition to his own. His noble and learned friend proposed to take from heirs-at-law of real estate in this country a right which they had hitherto always possessed—the right to have the validity of a will tried by issue. This was a vested right, which belonged to them by the law of England; and he trusted that such persons would always be in a position to say that they would not yield up real estate till a jury of their countrymen had decided against them. [The Lord Chancellor intimated that the bill would not have that effect.] He (Lord St. Leonards) had read the bill carefully, and that was the construction he put upon it. As to the extension of probate of real estate, he observed, that if they consented to that, they might rest assured that the Chancellor of the Exchequer would, in addition to the succession duty, favour them with a probate duty on real estate. He would never agree that where there was no contention the heir-at-law should be called in as a party to a suit with regard to the testator's real estate. It must be remembered that those who were interested in the personal estate were seldom entitled to the realty. With regard to the thirty-six district courts, he would be glad to be informed what compensation was to be paid, and what would be the amount of the salaries. Even though the business were non-contentious, the duties to be performed would often be very important; and it was desirable to ascertain whether the registrars were to be simple clerks, or men of experience and capacity. In different parts of the country, where there were neither proctors nor judge, the registrars would be called upon to perform, in many respects, the duties of both; and the more the district courts were multiplied the more mischief might they inflict. He regretted to be obliged to differ from his noble and learned friend, but he would be happy to render any assistance in his power in endeavouring to make it acceptable to the country.

Lord LYNDHURST said, that in consequence of there being only a few peers present, he should postpone his remarks till the measure was more advanced.

Lord CAMPBELL said he was not at all satisfied with the measure before the House, the sum and substance of which was that where there was a contested probate the case was to become a Chancery-suit. The operation of the bill would be this: when the case came before the Vice-chancellor, he would first have to see whether there was ground for an issue or not, which he would ascertain by means of affidavits, or of *viva voce* evidence. If he thought there was sufficient ground, an issue would be directed accordingly; and, after the matter had been before a jury, it would come back to him, and he would say whether he were satisfied or not. After that, there might be an appeal to the Lord Chancellor or the Lords Justices, which would be argued, like any other appeal, in the Court of Chancery; and lastly, an appeal to that House. He did not believe that mode of proceeding would be at all better than the present state of things, under which there was first the proceedings in the Prerogative Court, and then an appeal from that Court to the Committee of Council, whose judgment was final. Much as he (Lord Campbell) might value the Court of Chancery, he did not wish to see the Court of Probate, any more than the courts of common law, absorbed by that court. His noble and learned friend would do well to recollect that the Court of Chancery was by no means so popular that its absorbing power was likely to be viewed with favour by the public. If he wished—as he was sure he did—to see the professed object of the bill carried out, let him abjure the intention to make the Court of Chancery the Court of Probate, and propose to establish a new Queen's Court independent of the Court of Chancery. He trusted that the bill would be greatly improved in committee, and that the present session would not pass away without witnessing the accomplishment of the object.

Lord WENSLEYDALE said, in the principle of the provisions, with respect to the appointment of registrars to do all the preliminary work, he entirely concurred; and he thought all the details of the measure might be fitly reserved for consideration in committee.

The LORD CHANCELLOR wished to say a few words in explanation on one or two points. He had never intended to deprive an heir-at-law of his right to have the validity of a will disinheriting him tested by the verdict of a jury; and if there was anything in the bill to that effect, he would be ready to alter it. As to the appeal, the reason why he proposed to make it to their Lordships' House instead of to the Privy Council, was, that there might be cases in which real estate was involved as well as personal, and he doubted whether their Lordships would be satisfied to have appeals on the subject of the freehold inheritance of land in this kingdom referred to the Privy Council. He would not discuss the other objections, including the question as to the judge, as he thought they were all matters for the committee. He did not think he would have been justified in proposing the appointment of a new judge, when the work could very well be done by one of those at present existing.

The bill was then read a second time.

Thursday, Feb. 26.

LAW OF LIBEL AS APPLICABLE TO REPORTS.

Lord CAMPBELL, in proposing the resolutions of which he had given notice, observed that a decision had recently been given by the judges of the Court of Queen's Bench upon the question whether or not a true report of the proceedings of what was called a public meeting, in which statements were made reflecting upon the character of an individual, was privileged, or whether the newspaper which published the report was not amenable to the law of libel. That decision had been severely criticised. It was urged that the court ought to have held that a faithful report of such proceedings was privileged, however libellous, and that it was sufficient to give a remedy as against the speaker of the libel. That doctrine was said to be founded upon the case of the Earl of Northampton, as reported in Coke; but that decision was entirely extra-judicial. It was the dictum of certain lords, who were members of the Star Chamber, in reference to oral statements, and went merely to say that if a man simply repeated a verbal accusation as having been made by another person, he was not liable. To suppose that the publication of all proceedings of public meetings was privileged—whether libellous or not—would be most alarming. If such a doctrine were laid down, the publication of sedition might be held lawful, nor would there be any safety for private character, for a man might then get up at one of these meetings and calumniate his neighbour, knowing that his statements would be made public. At the same time, there ought unquestionably to be a privilege extended to journalists in doing that which was for the public benefit. If there were no reports published of the debates in either House of Parliament, their lordships and the members of the other House would probably feel dissatisfied, while the public would suffer a great inconvenience. As the law stood, the fairness and impartiality of such reports, however, did not protect the newspapers that published them from the operation of the law of libel on account of any libellous statements they might contain. Without going so far as to say that the reports of all public meetings ought to be privileged in the same way, there were meetings of a public character, from the publication of whose proceedings

there was no reason to apprehend that any danger, or any injury to private character, would result. The noble and learned lord concluded by moving for a select committee, to consider whether the privilege now enjoyed by reports of the proceedings of courts of justice might be safely and properly extended to reports of the proceedings of the two Houses of Parliament, and of any and what other assemblies or public meetings, under any and what conditions or restrictions.

Lord WENSLEYDALE made a few remarks in support of the opinions expressed by Lord Campbell.—The motion was then agreed to.

HOUSE OF COMMONS,

Tuesday, Feb. 24.

MASTERS AND WORKMEN.

The ATTORNEY-GENERAL said, in answer to Mr. Pellatt, that the statutes relating to masters and workmen had been consolidated by the Statute Law Commissioners, and a bill with that object was under consideration, and he believed would be introduced into Parliament; but he was not aware that the Government had other measures on the subject in contemplation.

SUITS AT LAW AND IN EQUITY.

The ATTORNEY-GENERAL said, in reply to Mr. Phillimore, that he should be exceedingly glad to promote any inquiry likely to terminate in abolishing the technical distinction between suits at law and in equity, which he believed would be the foundation stone of any effectual reform in our jurisprudence. It did not, however, appear to the Government that that subject could be well considered in a committee; and he trusted that when the department of public justice should be founded, it would form one of the matters of their deliberations.

JOINT-STOCK BANKS.

Mr. WILKINSON asked the Chancellor of the Exchequer whether it was the intention of the Government to introduce any measure in this session which should have the effect of preventing a recurrence of the state of litigation which had taken place in the cases of the Tipperary and Royal British Banks?

The CHANCELLOR of the EXCHEQUER said that the Government had prepared a measure on the subject of joint-stock banks, which would be introduced as soon as there should be any prospect of its being taken into consideration.

Wednesday, Feb. 25.

JUDGMENTS EXECUTION, &c., BILL.

Mr. CRAUFURD moved, in order to remove one of the objections of the Attorney-General for Ireland, the introduction of a provision by which it should be declared that no judgment should be registered in Ireland if it were twelve months old, unless by special leave of the court. In reference to an amendment to be proposed by the Lord Advocate, he would introduce a provision that advantage should not be taken in Scotland of the absence of a party to issue a citation.

Mr. FITZGERALD said he should press the amendment of which he had given notice, to substitute a *copy* of the judgment for a *memorial*, when proceedings under the proposed act should be undertaken. He objected to including the courts of Lancaster and Durham.

Mr. CRAUFURD said, that if he agreed to substitute a copy for a memorial, it would be an abandonment of the whole principle of the bill. He acceded, however, to the suggestion to omit the courts of Lancaster and Durham.

The committee divided on the question that "copy" should be substituted for "memorial," in the first clause, when the numbers were—For the amendment, 99; against it, 77: majority, 22:

The House then resumed,

Mr. CRAUFURD stating that he should consider whether he would proceed further with the bill, the principle of which he thought had been seriously injured by the amendment.

Friday, Feb. 27.

BANKRUPTCY.

Mr. CROSSLEY asked the Attorney-General, if it was the intention of the Government to introduce any measure during the present session to amend the law of bankruptcy, by which the present costs may be greatly lessened; and, if it was the intention of the Government to introduce any measure by which creditors, by means of deeds of assignment, which shall not as at present be deemed acts of bankruptcy, may be enabled by themselves to wind up insolvent estates.

Sir R. BETHELL said it was not intended to bring in a bill on the first subject. The second point was under the consideration of the Government.

Private Bills before Parliament.

SESSION, 1857.—LIST OF APPLICATIONS FOR PRIVATE BILLS.

NAME OR SHORT TITLE FOR VOTES AND PROCEEDINGS.

Those Bills marked with an (*) are waiting for decision by the Select Committee on Standing Orders.

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
1. Aberdeen Junction Ry. ...	Abandoned.					
2. Aberdeen, Peterhead, and Fraserburgh Railway	Feb. 4	Rejected by S. O. Committee				
3. Aldershot Railway	Feb.12	Feb.16	...	...	...	...
4. Alva Parish.....	Feb.13	Feb.16	...	...	...	...
5. Andover Canal Sale	Feb. 6	Feb. 9	Feb.20	...	...	...
6. Atlantic Telegraph Co.....	Feb.10	Feb.11	Feb.16	...	...	...
7. Australian Agricultural Co.	Feb.10	Feb.11	Feb.16	...	...	...
8. Backwater Bridge & Road.	Feb.17	Feb.19	Feb.24	...	...	...
9. Bagenal-town and Wexford Railway	Feb.10	Feb.11	...	...	...	...
10. Bank of London & National Provincial Ins. Ass.....	...	...	...	...	...	...
11. Banff, Macduff, & Turriff Extension Railway	Feb.16	Feb.17	Feb.23	...	...	...
12. Banff, Portsoy, and Strathisla Railway	Feb.12	Feb.13	Feb.18	...	...	...
13. Bathgate, Airdrie, & Coatbridge Railway.....	Feb. 4	Feb. 5	Feb.10	...	...	...
14. Bedale and Leyburn Ry....	Feb. 9	Feb.10	Feb.16	...	...	...
*15. Belfast Improvement	Feb.12	...	...	...	...	...
16. Berkeley, Dursley, &c., Turnpike Trust.	...	...	...	...	...	...
17. Besselsleigh Road	Feb.13	Feb.18	Feb.23	...	...	...
18. Birkenhead District Gas and Water.....	Feb.23	Feb.26	...	...	...	...
19. Birkenhead Docks (Construction)	Feb. 4	Feb. 5	Feb 11	...	...	...
20. Birkenhead Docks (Management).....	Feb. 4	Feb. 5	Feb.11	...	...	...
21. Birkenhead, Lancashire, & Cheshire Junction, & Gt. Western Railway Cos.....	Withdrawn					
22. Birkenhead, Lancashire, & Cheshire Junction Ry. ...	Feb. 4	Feb. 5	Feb.10	...	...	...
23. Blackburn Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
24. Blyth and Tyne Railway...	Feb. 5	Feb. 6	Feb.11	...	...	...
25. Border Counties Railway...	Struck off the list of Petitions					
26. Bourne and Essendine Ry..	Feb.16	Feb.17	Feb.23	...	...	...
27. Bridgewater Markets and Fairs	Feb.16	Feb.17	Feb 24	...	...	...
28. Brighton, Hove, & Preston Constant Service Water...	Feb. 4	Feb. 5	Feb.10	...	...	...
29. Bristol, South Wales, and Southampton Union Ry...	Feb. 5	Feb. 6	Feb.13	...	...	...
30. British and Irish Grand Junction Railway	Feb.18	Feb.19	Feb.25	...	...	...
31. Briton Ferry Docks	Feb. 9	Feb.10	Feb.16	...	...	...
32. Burial of the Dead within the City and Liberties of London	Feb. 6	Feb. 9	...	...	...	...
33. Burslem and Tunstall Gas..	Feb. 5	Feb. 6	Feb.11	...	...	...
34. Bury Gas.....	Feb.11	Feb.12	Feb.17	...	...	...
35. Calcuttaand South-Eastern Railway Company	Feb.10	Feb.11	Feb.20	...	...	...
36. Caledonian Railway (Lines to Granton)	Feb. 5	Feb. 6	Feb.11	...	...	...
*37. Caledonian Railway (Running Powers).....	Feb.16	Feb.26	...	...	...	...
38. CannockMineral Ry.(No. 1)	Feb. 9	Feb.10	Feb.16	...	...	...
39. Cannock Mineral Railway (No. 2)	Feb.16	Feb.17	Feb.23	...	...	...
40. Cardigan Markets and Improvements	Feb. 6	Feb. 9	Feb.16	...	...	...
41. Carlisle and Hawick Ry....	Feb. 4	Feb. 5	Feb.10	...	...	...
42. Carlisle, Liddisdale, and Hawick Railway	Withdrawn					
43. Charing-cross Bridge	Feb.13	Feb.16	Feb.24	...	...	...
44. Chatham District Water...	Feb.12	Feb.13	Feb.18	...	...	...
45. Chepstow Gas.....	Feb.13	Feb.16	Feb.23	...	...	...
46. Chester Water	Feb. 4	Feb. 5	Feb.17	...	...	...
47. Clifton Railway.....	Abandoned.					
48. Clyde Navigation	Feb. 4	Feb.20	Feb.25	...	...	...
49 Colne and Bradford Ry ...	...	...	...	...	...	...
50. Coniston Railway	Feb.16	Feb.18	Feb.23	...	...	...
51. Conway Valley Railway ...	...	...	...	...	...	...
52. Cork and Bandon Railway	Feb. 5	Feb. 6	Feb.12	...	...	...
53. Cork and Youghal Railway	Feb.13	Feb.16	...	...	...	...
54. Cork Consumers' Gas	Feb.23	Feb.26	...	...	...	...
55. Cork Gas.....	Feb. 9	Feb.10	Feb.16	...	...	...
56. Cornwall Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
57. Cwm Amman Railway.....	Feb. 6	Feb. 9	Feb.20	...	...	...
58. Dartmouth & Torbay Ry....	Feb.17	Feb.19	Feb.24	...	...	...
59. Deeside Extension Ry.....	Feb.17	Feb.26	...	...	...	...
60. Dexthorpe Turnpike Trust	...	...	...	...	...	...
61. Doncaster & Wakefield Ry.	Feb.17	Feb.18	Feb.23	...	...	...
62. Dorset Central Railway ...	Feb. 5	Feb. 6	Feb.11	...	...	...
63. Dublin and Meath Railway	...	...	...	...	...	...
64. Dublin & Wicklow Ry.....	Feb. 5	Feb. 6	Feb.11	...	...	...
65. Dumbarton Water, &c.....	Feb. 4	Feb. 5	Feb.10	...	...	...
66. Dundalk & Enniskillen Ry.	Feb.10	Feb.24	...	...	...	...
67. Eastern Bengal Ry. Co....	...	...	...	...	...	...
68. Eastern Counties Railway..	Feb. 4	Feb.23	...	...	...	...

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
69. East Kent Railway (Extension to Dover)	Feb. 4	Feb. 5	Feb.10	...	...	...
70. East Kent Railway (Strood to St. Mary's Cray, &c.)	Feb. 4	Feb.19	Feb.24	...	...	...
71. East Somerset Railway	Feb.11	Feb.12	Feb.17	...	...	...
72. East Suffolk Railway	Feb.19	Feb.20	Feb.25	...	...	...
73. Edinburgh, Perth, & Dundee, and Scottish Central Railway Companies	Feb.12	Feb.16	...	...	...	...
74. Electric Telegraph Co.	Feb. 5	Feb. 6	Feb.11			
75. Elie Harbour	Feb. 6	Feb. 9	Feb.16	...	...	...
76. Ely Tidal Harbour & Ry.	Feb. 4	Feb. 5	Feb.10	...	...	...
77. Ely Valley Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
78. European and Indian Junction Telegraph Co.	Feb.16	Feb.17	...	...	...	...
79. Exeter and Exmouth Ry.	Feb. 4	Feb. 5	Feb.10	...	...	...
80. Fife and Kinross Railway.	Feb. 5	Feb. 6	Feb.11	...	...	...
81. Finsbury Park	Feb. 4	Feb.19	...	...	...	...
82. Fiskerton Drainage	Feb.17	Feb.18	...	...	...	...
83. Formartine & Buchan Ry.	Feb. 4	Rejected by S. O. Committee				
84. Forth & Clyde Junc. Ry.	Feb.13	Feb.16	Feb.23	...	...	...
85. Fownhope and Holme Lacy Bridge	Feb.13	Feb.16	...	...	...	...
86. Fraserburgh Harbour	Feb. 6	Feb.24	...	...	...	...
87. Glasgow City & Suburban Gas	Feb. 4	Feb. 5	Feb.10	...	...	...
88. Glasgow Gas	Feb. 4	Feb. 5	Feb.10	...	...	...
89. Great Northern & Western of Ireland Railway	Feb. 4	Feb.19	Feb.24	...	...	...
90. Great Southern & Western Extension Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
91. Great Southern & Western Railway (Capital)	Feb. 5	Feb. 6	Feb.11	...	...	...
92. Great Western and Brentford Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
93. Gt. Yarmouth Britannia Pier	Feb. 4	Feb. 5	Feb.10	...	...	...
94. Great Yarmouth Water	Feb.24	Feb.25	...	...	...	...
95. Guildford Gas	Feb.10	Feb.11	Feb.16	...	...	...
96. Guildford Water	Feb.13	Feb.16	Feb.23	...	...	...
97. Hamilton & Strathaven Ry.	Feb.13	Feb.16	...	...	...	...
98. Hartlepool Extension and Headland Imp. (No. 2)	...	...	...	...	...	...
99. Haslingden and Todmorden Roads	Feb. 6	Feb. 9	Feb.16	...	...	...
100. Hereford Cathedral Restoration	Feb. 5	Feb. 6	Withdrawn		...	...
101. Herne Bay & Faversham Ry.	Feb. 6	Feb. 9	Feb.16	...	...	...
102. Hull and Hornsea Ry	Struck off the list					
103. Imp. Continental Gas Ass.	...	...	...	...	...	...
104. Inverness & Nairn Ry.	Feb. 4	Feb. 5	Feb.10	...	...	...
105. Ipswich Water	Feb.18	Feb.19	Feb.24	...	...	...
106. Islington Parish	Feb. 4	Feb.19	Feb.24	...	...	...
*107. Keith & Dufftown Ry.	Withdrawn					
108. Kidsgrove Market	Feb. 4	Feb. 5	Feb.10	...	...	...
109. Kidsgrove Market, Town Hall, &c.	Feb. 5	Feb. 9	Feb.16	...	...	...
110. Kinross-shire Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
111. Lancaster and Carlisle and Ingleton Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
112. Landport and Southsea Improvement	Feb. 9	Feb.10	Feb.16	...	...	...
113. Langport, Somerton, and Castle Cary Roads	Feb. 4	Feb. 9	...	...	...	...
114. Leslie Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
115. Lewes & Uckfield Railway	Feb. 4	Feb. 5	Feb.11	...	...	...
116. Liverpl. & Birkenhead Dks.	Feb. 4	Feb. 5	Feb.16	...	...	...
117. Liverpool Docks Committee and Birkenhead Docks	Feb.20	Feb.23	...	...	...	...
118. London (City) Coal Duties	...	...	...	...	...	...
119. London (City) Hotel and Building Company	...	...	...	...	...	...
120. London & South-Western Railway Acts Amendment	Feb. 4	Feb. 5	Feb.10	...	...	...
121. Lowestoft and Burgh St. Peter Ferry and Roads	Feb.10	Feb.12	Feb.17	...	...	...
122. Lowestoft Water, Gas, and Market	Feb. 9	Feb.10	Feb.16	...	...	...
123. Mallow & Fermoy Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
124. Mansfield & Worksop Road	Feb.10	Feb.12	Feb.17	...	...	...
125. Margate Water	Feb.13	Feb.16	Feb.23	...	...	...
126. Manchester Corporation	Feb.16	Feb.20	...	...	...	...
127. Manchester, Sheffield, and Lincolnshire Ry. (Buxton and Cleethorpes)	Feb. 4	Feb. 5	Feb.16	...	...	...
128. Manchester, Sheffield, and Lincolnshire Railway (Romiley, &c.)	Feb. 4	Feb. 5	Feb.16	..	...	...
129. Mayor's Court of the City of London	Feb. 6	Feb. 9	Feb.23	...	...	...
130. Medical, Legal, & General Mutual, & New Equitable Life Ass. Cos. Amalgam.	Feb.12	Feb.13	Feb.18	...	...	...
131. Meriton's and Hagen's Sufferance Wharves	Feb. 6	Feb. 9	Feb.16	...	...	...
132. Mersey Conservancy and Docks	Feb. 4	Feb. 5	Feb.11	...	...	...
133. Metropolitan Cattle Mkt.	Feb. 6	Feb. 9	...	...	...	...
134. Metropolitan New Streets and Improvements	Feb. 4	Feb. 5	Feb.11	...	...	...
135. Metropolitan Railway	Feb.16	Feb.19	...	...	...	...
136. Metropolitan Sewerage (Outfall to the Sea)	...	...	...	...	...	...

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
137. Mid-Kent Ry., Bromley to St. Mary's Cray (Extension to Dartford)	Feb.12	Rejected by S. O. Committee				
138. Mid-Kent Ry. (Croydon Ex.)	Feb. 4	Feb.19	Feb.25	...	...	...
139. Mid-Kent & S. Kent Ry.	Feb.13	Feb.17	Feb.26	...	...	...
140. Midland Gt. Western Ry. of Ireland (Sligo Extension)	Feb. 9	Feb.10	Feb.16	...	...	...
141. Midland Gt. Western Ry. of Ireland (Tullamore Line)	Feb. 6	Feb. 9	Feb.16	...	...	...
142. Mid-Sussex Railway	Feb.13	Feb.26	...	...	...	...
143. Milford Improvement	Feb. 6	Feb. 9	Feb.16	...	...	...
144. Monkland Railways	Feb. 5	Feb. 6	Feb.11	...	...	...
145. Mordon Carrs Drainage	Feb. 6	Feb. 9	Feb.16	...	...	...
146. National Assurance and Investment Association	Feb.12	Feb.13	Feb.18	...	...	...
147. Nene Valley Drainage and Navigation Improvement.	Feb. 5	Feb. 6	Feb.13	...	...	...
148. New Brunswick & Canada Railway & Land Co.	Feb. 6	Feb. 9	Feb.16	...	...	...
149. Newcastle-under-Lyme & Leek Roads	Feb. 9	Feb.10	Feb.16	...	...	...
150. Newport, Abergavenny, & Hereford Railway	Feb.17	Feb.19	Feb.24	...	...	...
*151. Newquay Pier, Harbour, and Railway	Feb.10	...	...	...	...	...
152. New River Company	Feb. 4	Feb. 5	Feb.10	...	...	...
153. New Ross Free Bridge Act Amendment	...	...	...	...	...	...
154. Newry and Enniskillen Ry.	Feb. 4	Feb.20	...	...	...	...
155. Newry, Warrenpoint, and Rostrevor Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
156. Newtown & Machynlleth Ry.	Feb.13	Feb.16	Feb.23	...	...	...
157. Norfolk Estuary Acts Amendment	Feb. 5	Feb. 6	Feb.11	...	...	...
158. Norfolk Railway	Feb. 6	Feb. 9	...	...	...	...
159. North Derbyshire Railway	Withdrawn					
160. North-Eastern & Hartlepool Dock and Railway Cos. Amalgamation	Feb. 9	Feb.10	Feb.16	...	...	...
161. North-Eastern Ry. (Capital)	Feb. 4	Feb. 5	Feb.10	...	...	...
162. North-Eastern Ry. (Lancaster Valley Branch)	Feb. 4	Feb.19	Feb.24	...	...	...
163. North Level Drainage	Feb. 4	Feb. 5	Feb.11	...	...	...
164. North Staffordshire Ry. (Bridgewater Canals)	Feb. 5	Feb. 6	Feb.11	...	...	...
165. North-Western Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
166. Norwich & Spalding Ry.	Feb.10	Feb.11	Feb.16	...	...	...
167. Oldham, Ashton-under-Lyne and Guide Bridge Junction Railways	Feb. 4	Feb. 5	Feb.10	...	...	...
168. Orkney Roads	Feb.12	Feb.13	...	...	...	...
169. Otley and Skipton Road	Feb.17	Feb.19	Feb.24	...	...	...
170. Peebles Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
171. Portadown and Dungannon Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
172. Portsmouth Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
173. Portsmouth Water	Feb. 4	Feb. 5	Feb.10	...	...	...
174. Prestwich, Bury, and Radcliffe Roads	Feb. 6	Feb. 9	Feb.16	...	...	...
175. Price's Patent Candle Co.	Feb. 4	Feb. 5	Feb.10	...	...	...
176. Pulteney Town Harbour	Feb. 5	Feb. 6	Feb.13	...	...	...
177. Reading Rys. Junction Ry.	Feb. 4	Feb. 5	Feb.11	...	...	...
178. Reversionary Interest Soc.	Feb.11	Feb.12	Feb.17	...	...	...
179. Rhymney Railway	Feb.16	Feb.26	...	...	...	...
180. Richmond Improvement	...	...	...	...	...	...
181. Richmond & Kew Ex. Ry.	Feb.17	Feb.26	...	...	...	...
182. Ringwood, Christchurch, & Bournemouth Railway	Feb.12	Feb.13	Feb.18	...	...	...
183. St. George's Harbour Act Amendment	...	...	...	...	...	...
184. St. Helen's Canal and Ry.	Feb. 6	Feb. 9	Feb.16	...	...	...
185. St. Philip's Church, Liverp.	Feb.12	Feb.13	Feb.18	...	...	...
186. Salford Borough (No. 1)	...	...	...	...	...	...
187. Salford Borough (No. 2)	...	...	...	...	...	...
188. Salisbury and Yeovil Ry.	Feb.10	Feb.23	...	...	...	...
189. Scottish Central Railway	Feb. 5	Feb. 6	Feb.11	...	...	...
190. Selby and Market Weighton Road	Feb. 6	Feb. 9	Feb.16	...	...	...
191. Shrewsbury Gas	Feb.10	Feb.11	Feb.16	...	...	...
192. Shropshire Union Rys. and Canal, London and North-Western Ry., and Shropshire Canal Companies	Feb.17	Feb.18	Feb.23	...	...	...
193. Sittingbourne and Sheerness Railway	Feb. 4	Feb. 6	Feb.11	...	...	...
194. Slaney River Improvement	Feb.16	Feb.17	...	...	...	...
195. Southampton, Bristol, and South Wales Railway	Feb. 4	Feb.20	...	...	...	...
196. South Devon Railway	Feb. 4	Feb. 5	Feb.10	...	...	...
197. S.-Durham & Lanc. Un. Ry.	Feb. 4	Feb. 5	Feb.10	...	...	...
198. S. Eastern Ry. (Greenwich Junc. to Dartford, &c.)	Feb. 6	Feb. 9	Feb.16	...	...	...
199. South-Eastern Ry. (Reading, &c.)	Feb.10	Feb.11	Feb.16	...	...	...
200. South London Railway.	Feb.17	Feb.25	...	...	...	...
201. South Shields Gas	Feb. 6	Feb. 9	Feb.16	...	...	...
202. South Staffordshire Water.	Feb.10	Feb.11	Feb.16	...	...	...
203. South Yorkshire & North Lincolnshire Junction Ry.	Feb.13	Feb.26	...	...	...	...
204. Stamford & Essendine Ry.	Feb.13	Feb.16	Feb.24	...	...	...
205. Stockton New Gas & Stockton Gas Consumers' Cos.	Feb. 4	Feb. 6	Feb.11	...	...	...

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.	Report from Committee.	Bill as amended considered.	Read 3rd time.
206. Stockport, Disley, & Whaley Bridge Railway	Feb. 4	Feb. 23	...	...	...	...
207. Stratford-upon-Avon Gas	Feb. 4	Feb. 5	Feb. 10	...	...	...
208. Stratford-upon-Avon Ry	Feb. 10	Feb. 23	...	...	...	...
209. Sunderland Gas	Feb. 4	Feb. 5	Feb. 10	...	...	...
210. Sunken Vessels Recovery Company	Feb. 9	Feb. 10	Feb. 16	...	...	...
211. Swansea Docks	Feb. 18	Feb. 19	...	...	...	...
212. Swansea Harbour Trust & Swansea Dock Company	Feb. 16	Feb. 20	...	...	...	...
213. Taff Vale Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
214. Thames Embankments and Railways	...	...	...	...	...	...
215. Thames & Medway Conserv.	Feb. 6	Feb. 9	Feb. 24	...	...	...
216. Thames & Medway Ry	...	...	...	...	...	...
217. Tilbury, Maldon, and Colchester Railway	Feb. 4	Feb. 5	Feb. 13	...	...	...
218. Times, Athenæum, & Beacon Ass. Cos. Amalgam.	Feb. 13	Feb. 16	Feb. 23	...	...	...
219. Tipperary Joint Stock Banking Company	...	...	...	...	...	...
*220. Torquay & St. Mary Church Gas	Feb. 23	...	...	...	...	...
221. Tottenham, Hornsey, and Willesden Junction Ry.	Abandoned					
222. Tralee and Killarney Ry.	Feb. 4	Feb. 6	...	...	...	...
223. Tweed Fisheries	Feb. 5	Feb. 6	Feb. 11	...	...	...
224. Tweed River Fisheries	Feb. 4	Feb. 6	Feb. 10	...	...	...
225. Tyne Improvement	Feb. 4	Feb. 5	Feb. 13	...	...	...
226. Vale of Towy Railway	Abandoned					
227. Victoria Gas	Feb. 17	Feb. 19	...	...	...	...
228. Victoria (London) Docks	Feb. 4	Feb. 5	Feb. 10	...	...	...
229. Watchet Harbour	Feb. 4	Feb. 5	Feb. 10	...	...	...
230. Watchet Harbour Trust	Feb. 4	Feb. 5	Feb. 10	...	...	...
231. Waterford & Tramore Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
232. Wearmouth Bridge, Ferries and Approaches	Feb. 4	Feb. 5	Feb. 10	...	...	...
233. Weaver Navigation	Feb. 9	Feb. 13	Feb. 23	...	...	...
234. West of Fife Mineral Ry.	Feb. 6	Feb. 9	Feb. 16	...	...	...
235. West Hartlepool Harbour & Ry., and North-Eastern Ry. Cos. Amalgamation	Feb. 6	Feb. 10	Feb. 16	...	...	...
236. West London and Crystal Palace Railway	...	...	...	...	...	...
237. West Metropolitan Ry. & Thames Embankment	...	...	...	...	...	...
238. Westminster Improvements	Feb. 12	Feb. 13	...	...	...	...
239. Westminster Terminus Ry. Ex. (Clapham to Norwood Abandonment)	Feb. 6	Feb. 9	Feb. 16	...	...	...
240. West Somerset Mineral Ry.	Feb. 4	Feb. 5	Feb. 10	...	...	...
241. West Somerset Railway	Feb. 11	Feb. 23	...	...	...	...
242. Wexford Free Bridge	Feb. 16	Feb. 18	Feb. 23	...	...	...
243. Whitehaven and Furness Junction Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
244. Whitehaven, Cleator, and Egremont Railway	Feb. 4	Feb. 5	Feb. 10	...	...	...
245. Willenhall (Wolverhampton) Gas	Feb. 9	Feb. 10	Feb. 16	...	...	...
246. Wilmslow & Lawton Road	Feb. 5	Feb. 6	...	...	...	...
247. Wimbledon & Dorking Ry.	Feb. 13	Feb. 16	Feb. 23	...	...	...
248. Worksop & Attercliffe Ry.	Feb. 10	Feb. 12	Feb. 17	...	...	...
249. Wycombe Railway	Feb. 11	Feb. 12	Feb. 17	...	...	...

The Bank of London and the Keith and Dufftown Railway Bills have been withdrawn, and other bills, which will hereafter be called No. 2. Bills have been introduced. Both bills have been read first time.

Solicitors must bear in mind that all petitions against bills must be presented not later than seven clear days after the date of the second reading.

The following second readings are postponed:—

Bagenalstown and Wexford Railway	till March 10
Norfolk Railway	till March 6
Alva Parish	till Feb. 27
Cork and Youghal	till March 2
European and Indian Junction Telegraph	till Feb. 27
Westminster Improvement	till March 9
Aldershott Railway	till March 4
Tralee and Killarney Junction	till March 11

SELECT COMMITTEE ON STANDING ORDERS.

The cases which were considered on the 20th February, by the Standing Order Committee, were decided as follow:—

Fraserburgh Harbour.
Salisbury and Yeovil Railway.
West Somerset Railway.
Stratford-upon-Avon Railway.
} Standing Orders dispensed with, and the parties allowed to proceed with their Bill unconditionally.

Dundalk and Enniskillen Railway.—Bill allowed to proceed on condition that the promoters deposit amended plans and sections, and do not read the bill a second time until March 23rd.

Keith and Dufftown Railway.—Bill allowed to proceed, on condition that the promoters strike out all provisions which enable the Great North of Scotland Railway to raise money by new shares.

Mid Kent Railway (Bromley to St. Mary's Cray).—Standing Orders not complied with.

New Quay Pier.—Adjourned till Tuesday.

Cases decided, on the 24th February, by the Select Committee on Standing Orders:—

Caledonian Railway (Running Powers).—Bill allowed to proceed on condition that they strike out all provisions giving powers over the Forth and Clyde Junction Railway, the Crieff Junction Railway, and the Dunblane, Doune, and Callender Railway.

South London Railway.—Bill allowed to proceed, on condition that the parties deposit amended lists of owners, lessees, and occupiers.

South Yorkshire and North Yorkshire Railway Junction.
Mid Sussex Railway.
Rhymney Railway.
Deeside Extension Railway.
Richmond and Kew Extension Railway.
} Standing orders dispensed with, and the parties allowed to proceed with their bills unconditionally.

New Quay Harbour.—This Bill is postponed, pending an application to the Court of Chancery to confer powers on the trustees, which will meet the requirements of Parliament.

Dirthorpe Turnpike Trust.—Leave given to present Petition for Bill.

BILLS PETITIONED AGAINST.

The time has expired for petitioning against all Bills which were read a second time, on the 13th, 16th, 17th, and 18th of February. The following Bills were petitioned against.

[EXPLANATION.—The first column shows the number of the Bill on the alphabetical list; the second column shows the number of Petitions presented against it.]

No. of Bill on List.	No. of Petitions.	No. of Bill on List.	No. of Petitions.
6	1	143	2
7	1	145	3
29	7	147	17
31	1	148	2
34	1	149	3
38	10	160	2
40	1	166	1
44	2	176	3
46	1	182	1
55	3	184	2
71	4	191	1
99	3	198	10
101	2	199	3
109	4	201	1
112	6	202	8
116	2	210	2
121	1	217	11
122	2	225	3
127	4	234	1
128	15	235	3
130	1	239	4
140	3	248	1
141	5		

A Petition has been presented against Nos. 19 and 20 respectively, but it is after time.

The Bills which were read a second time on any of the above days, up to the 18th of February inclusive, and which do not appear in the above list, are unopposed, and will be referred to the Chairman of Ways and Means.

COMMITTEE OF SELECTION.

Committees on the undermentioned Bills are appointed to meet as follows:—

Name of Bills.	Members.	Time of Meeting.
Cornwall Railway. Exeter and Exmouth Railway. Inverness and Nairn Railway. South Devon Railway. Waterford and Tramore Railway. Whitehaven, Cleator, and Egremont Railway.	The Chairman of Ways and Means, Mr. Duncan. Sir E. Lacon.	Tuesday, March 3, at 2.
Price's Patent Candle Company.	The Chairman of Ways and Means. Mr. Duncan. Mr. Glyn.	
Peebles Railway. Scottish Central Railway.	The Chairman. Mr. Duncan. Sir E. Lacon.	Thursday March 5, at 2.
Electric Telegraph Company.	The Chairman. Mr. Duncan. Lord A. Paget.	

The Panel is struck from which members will be selected to serve on opposed Committees, which will commence their sitting in the week commencing Monday, 9th March.

COMMITTEE OF SELECTION.

This committee met again on February 27th, and appointed the days for groups A, B, C, D, and E, and F to meet. The days are put opposite to the groups, and also the bills named which will come on first.

GROUP A.

To meet.	Read 2nd time.	
12th March—	Feb. 10.	Dumbarton Water. (This bill will come on the first day.)
,,	Feb. 10.	Glasgow City and Suburban Gas.
,,	Feb. 10.	Glasgow Gas.

GROUP B.

10th March—	Feb. 10.	Sunderland Gas } (These bills will come on the first day.)
,, ,,	11.	Bursiem Gas }
,, ,,	11.	Stockton New Gas and Stockton Gas Consumers Company.
,, ,,	16.	South Shields Gas.

GROUP C.

10th March—	Feb. 10.	Tweed River Fisheries.
,, ,,	11.	Tweed Fisheries.

GROUP D.

10th March—	Feb. 10.	Brighton, Hove, and Preston Constant Service Water. (This bill will come on the first day.)
,, ,,	10.	Kidsgrove Market.
,, ,,	16.	Kidsgrove Market, Town Hall, &c.

GROUP E.

12th March—Feb. 11. Birkenhead Docks (Construction). } These bills will
" " 11. Birkenhead Docks (Management) } come on first.
" " 11. Mersey Conservancy Docks.
" " 16. Liverpool and Birkenhead Docks.
Liverpool Docks Committee and Birkenhead Docks

GROUP F.

Feb. 10. Watchet Harbour
" 10. Watchet Harbour Trust } This group is repealed.
" 13. Pulteney Town Harbour

GROUP G.

19th March—Feb. 10. Portsmouth Water. (This bill will come on the first day.)
" " 10. Wearmouth Bridge, Ferries, and Approaches.
" " 16. Landport and Southsea Improvement.
" " 16. Milford Improvement.

GROUP H.

Feb. 11. Norfolk Estuary Acts Amendment.
" 13. Tyne Improvement.
" 16. Mordorn Carrs Drainage.

GROUP I.

Feb. 11. North Level Drainage.
" 13. Nene Valley Drainage.

GROUP J.

17th March. New River. (This bill will come on first.)
" Bury Gas.
" Chester Water.
" Chatham District Water.

GENERAL COMMITTEE ON RAILWAY AND CANAL BILLS.

The Railway and Canal Committee have issued their Second Provisiona List, in which, it is believed, there will be little alteration. Groups 7 9, and 13 will meet in the week commencing March 16.

Read 2nd time.

ENGLAND.

No. 1.
Metropolitan.
South London.
Thames Embankment & Ry.
West London & Crystal Pal.
Feb. 16. Westminster Term. (Clapham to Norwood) Abandoned.
West Metropolitan and Thames Embankment
Richmond and Kew Ext.

No. 2.
Feb. 10. East Kent (Ext. to Dover), East Kent (Strood to St. Mary's Cray).
" 16. Herne Bay & Faversham.
Mid-Kent (Croydon Ext.
Mid-Kent & South Kent.
" 16. South Eastern (Greenwich Junction to Dartford).
Thames and Medway.
Sittingbourne & Sheerness.

No. 3.
Feb. 11. Reading Rys. Junction.
" 16. S. Eastern (Reading Junc.)
" 11. Great Western & Brentford.
" 17. Wycombe (Ext. to Thame).
Wimbledon & Dorking.

No. 4.
Feb. 8. Aldershott.
Andover Canal.
" 13. Bristol and South Wales and Southampton Union.
" 11. Dorset Central.
" 10. London and South Western (Acts Amendment).
Southampton, Bristol, and South Wales.
Salisbury and Yeovil.

No. 5.
Stratford-upon-Avon.
Mid-Sussex.
Feb. 11. Portsmouth.
Ringwood, Christchurch, & Bournemouth.
" 10. Lewes and Uckfield.

No. 6.
Eastern Counties (Ext.).
Feb. 13. Tilbury, Maldon, and Colchester.
East Suffolk.
Norfolk.
" 16. Norwich and Spalding.

No. 7.
(To meet in the week commencing March 16)
Dartmouth and Torbay.
West Somerset.
Feb. 10. West Somerset Mineral (Minehead Extension)
East Somerset.

No. 8.
Conway Valley.
Newtown & Machynlleth.
St. George's Harbour and Railway Act (Amend.).
Feb. 20. Cwm Amman.
Birkenhead, Lancashire, & Cheshire Junction (Steam Boats, &c.).
Weaver Navigation.

Read 2nd time.

No. 9.
(To meet in the week commencing March 16.)
Ely Tidal Harbour and Ry.
Feb. 11. Ely Valley.
Newport, Abergavenny, & Hereford (Extensions).
Rhymney.
" 10. Taff Vale.

No. 10.
Bourn and Essendine.
Stamford and Essendine.
Feb. 16. Manchester, Sheffield, and Lincolnshire (Railway to Romily, &c.)
Manchester, Sheffield, and Lincolnshire (Railway to Buxton, &c.)
North Derbyshire.
Stockport, Disley, & Whaley Bridge (Extension).

No. 11.
Feb. 16. Cannock Mineral, No. 1.
Cannock Mineral, No. 2.
" 11. North Staffordshire (Bridgwater Canal).
" 23. Shropshire Union Canal Co., London & N.-Western Ry. Co., & Shropshire Union Railway Co.
" 16. St. Helen's.

No. 12.
Feb. 10. Blackburn (Extensions).
Doncaster and Wakefield.
" 10. South Durham and Lancashire Union.
South Yorkshire and North Lincolnshire Junction.
" 10. Oldham, Ashton-under-Lyne, and Guide Bridge.

No. 13.
(To meet in the week commencing March 16.)
Feb. 10. Lancaster, Carlisle, and Ingleton.
" 11. North-Western.
Clifton.
Conist n.
" 10. Whitehaven and Furness Junc. (increase of capital.)

No. 14.
Feb. 16. Bedale and Leyburn.
" 11. Blyth and Tyne.
North-Eastern (Lanchester Valley).
" 10. N.-Eastern (Amendment of Acts).
" 16. N.-Eastern and Hartlepool Dock and Railway.
" 16. West Hartlepool Harbour and Ry., and N.-Eastern Ry. (Amalgamation).

SCOTLAND.

No. 15.
Banff, Macduff, & Turriff.
Feb. 18. Banff, Portsoy, & Strathisla.
Deeside (Extension).
" 10. Inverness and Nairn.
Keith and Dafftown.

No. 16.
Feb. 10. Carlisle and Hawick.
Read 2nd time.
British and Irish Grand Junction.
Caledonian (Running Powers, &c.)
" 11. Caledonian (Lines to Granton).
" 16. Edinburgh, Perth, and Dundee.

No. 17.
Feb. 10. Bathgate, Airdrie, & Coatbridge.
" 11. Monkland.
" 11. Fife and Kinross.
" 11. Kinross-shire.
Forth and Clyde Junction.
Hamilton and Strathaven.
" 10. Leslie.
" 16. West of Fife Mineral (Ext.)

IRELAND.

No. 18.
Feb. 10. Great Northern, and Western of Ireland.
Great Southern and Westtern (Ext. from Tullamore to Athlone).
" 16. Midland Great Western of Ireland (Exten. to Sligo).
" 16. Midland Great Western of Ireland (Ex. to Tullamore).

No. 19.
Dublin and Meath.
Dundalk and Enniskillen.
Newry and Enniskillen.
Feb. 10. Newry, Warrenpoint, and Enniskillen.
" 11. Portadown & Dungannon.

No. 20.
Bagenalstown & Wexford.
Cork and Youghal.
Feb. 12. Cork and Bandon.
" 11. Dublin and Wicklow.
Tralee and Killarney.

PUBLIC BILL IN THE NATURE OF A PRIVATE BILL.

Chatham District Lands was read first time on the 10th, and a second time on the 24th of February, and committed, and committee named.

STANDING ORDER PROOFS.

Adjourned cases heard by the Examiners in respect of bills which have not been introduced into the House, up to February 26th.

[ABBREVIATIONS:—S. O. C., *Standing Orders complied with.* N. C., *not complied with.*]

Feb. 24.—Berkeley, Dursley, &c., Turnpike ...	{Adjourned for a month}	Mr. Smith
" Salford Borough Bill (No. 1).....	{Adjourned till Mar. 26}	"
" Salford Borough Bill (No. 2).....	ditto	"
Feb. 26.—Conway Valley Railway	{Adjourned till Mar. 5}	Mr. Frere
27.—London City Hotel and Building Cos.	Abandoned	"
" West London and Crystal Palace ...	N. C.	Mr. Smith
" Thames Embankment	Abandoned	"
" St. George's Harbour.....	{Adjourned till Mar. 5}	"

LIST OF CASES BEFORE SELECT COMMITTEE.

The following is the List of Cases before the Select Committee on Standing Orders, on Friday, 27th February, 1857:—

1. Newquay Pier, Harbour, and Railway.
2. Belfast Improvement.
3. Torquay and St. Mary Church Gas.
4. Birkenhead, Lancashire, and Cheshire Junction Railway—Petition of Trustees under the will of Richard Smith and others, and the petition of William Potter, for dispensing with Standing Order 109, and for leave to be heard on their petitions against the said bill.
5. Great Northern Railway—Petition for leave to deposit petition for bill.
6. Mallow and Fermoy Railway—Petition of Sir Edward M'Donnell and Francis Bernard Beamish, for dispensing with Standing Order 140.

New County Court Rules.

(*Concluded from page* 201.)

110.—*Distringas and Warrant of Execution against Defendant's Goods for the Amount of Damages for Non-delivery of the Goods (supposing the Goods delivered under the Order and Distringas), and Costs, under* 19 *&* 20 *Vict. c.* 97, *s.* 2.

No. of Plaint ——. No. of Warrant ——. In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas at a Court holden at ——, on the —— day of ——, 185–, the plaintiff obtained a judgment against the defendant for the delivery to the plaintiff, upon payment by the plaintiff of the sum of £—— [*here insert the sum to be paid by plaintiff for the delivery*] of the following goods, that is to say [*here enumerate the goods enumerated in the judgment*], and by the said judgment it was found and adjudged that the plaintiff will have sustained damages to the amount of £—— [*here insert the sum assessed for damages if the goods be delivered*] if the said goods shall be delivered to the plaintiff under this warrant, and to the amount of £—— [*here insert the sum assessed for damages in the event of the non-delivery of the goods*] if the said goods shall not be so delivered, and judgment being then given for the plaintiff it was thereupon ordered that execution do issue for the delivery to the plaintiff, on payment by the plaintiff of the said sum of £—— [*here insert the sum to be paid by plaintiff for the delivery*], of the said goods, and that the defendant should not have the option of retaining the said goods upon payment of the said sum of £—— [*here insert the sum assessed for damages in the event of the non-delivery of the goods*], and that

the plaintiff do recover against the defendant the said sum of £—— [*here insert the sum assessed for damages if the goods be delivered*] for damages and £—— for costs. And it was further ordered, that if the said goods or any part thereof should not be found within the district of this Court, the bailiff of this Court should distrain the defendant by all his lands and chattels within the district of this Court, till the defendant deliver the said goods, or, at the option of the plaintiff, the said bailiff should cause to be made of the defendant's goods the said sum of £—— [*here insert the sum found for damages if the goods be not delivered*] or a due proportion thereof. And whereas the said goods have not been delivered according to the said order, and the said sum of £—— so payable by the plaintiff as aforesaid has been paid to the registrar of this Court, and the plaintiff has not expressed his option to have the said sum of £—— [*here insert the sum found for damages if the goods be not delivered*] or a due proportion thereof made of the goods of the defendant: These are therefore to require and order you forthwith to seize the said goods so not delivered as aforesaid, wheresoever they may be found within the district of this Court, and to deliver the same to the plaintiff, and pay over to the defendant upon seizure of the said goods the said sum of £—— [*here insert the sum to be paid by the plaintiff for the delivery*] which is delivered to you together with this warrant: And if the same cannot be found by you within such district, you are required and ordered to distrain all the lands and chattels of the defendant, wheresoever they may be found, within the district of this Court, and them hold until the defendant shall deliver the said goods to you; and further to make and levy, by distress and sale of the goods and chattels of the defendant, wheresoever they may be found, within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution; and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court.

——, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Amount found for damages if the goods be delivered - - - - - - -			
Sum adjudged for costs - - - -			
Poundage for issuing this warrant - -			
Total amount to be levied - -			

NOTICE.—The goods and chattels seized for damages and costs are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at —— minutes past the hour of —— in the ——noon of the —— day of —— 185–.

N.B.—When a plaintiff sues out this warrant, he must pay to the registrar the amount found by the judgment to be payable by plaintiff for the delivery of the goods, and the registrar must hand over such amount to the bailiff with this warrant, for the bailiff to pay to defendant, if either the defendant delivers the goods to the bailiff or the bailiff obtains possession of them under this warrant.

111.—*Warrant of Execution against Defendant's Goods under 19 & 20 Vict. c. 97, s. 2, where Plaintiff exercises the Option of having the Damages assessed for the Non-delivery of the Goods (where the Goods are not delivered pursuant to the Order) levied by Distress and Sale of Defendant's Goods.*

No. of Plaint ——. No. of Warrant ——. In the County Court of ——, holden at ——.

(Seal.)

Between A.B., Plaintiff, and C D., Defendant.

Whereas at a Court holden at —— on the —— day of ——, 185–, the plaintiff obtained a judgment against the defendant for the delivery to the plaintiff, upon payment by the plaintiff of the sum of £—— [*here insert the sum to be paid by plaintiff for the delivery*], of the following goods, that is to say [*here enumerate the goods enumerated in the judgment*], and by the said judgment it was found and adjudged that the plaintiff will have sustained damages to the amount of £—— [*here insert the sum assessed for damages if the goods be delivered*] if the said goods shall be delivered to the plaintiff under this warrant, and to the amount of £—— [*here insert the sum assessed for damages in the event of the non-delivery of the goods*] if the said goods shall not be so delivered, and judgment being then given for the plaintiff it was thereupon ordered that execution do issue for the delivery to the plaintiff, on payment by the plaintiff of the said sum of £—— [*here insert the sum to be paid by plaintiff for the delivery*], of the said goods, and that the defendant should not have the option of retaining the said goods upon payment of the said sum of £—— [*here insert the sum assessed for damages in the event of the non-delivery of the goods*], and that the plaintiff do recover against the defendant the said sum of £—— [*here insert the sum assessed for damages if the goods be delivered*] for damages and £—— for costs. And it was further ordered, that if the said goods or any part thereof should not be found within the district of this Court, the bailiff of this Court should distrain the defendant by all his lands and chattels within the district of this Court, till the defendant deliver the said goods, or, at the option of the plaintiff, the said bailiff should cause to be made of the defendant's goods the said sum of £—— [*here insert the sum found for damages if the goods be not delivered*] or a due proportion thereof. And whereas the said goods have not been delivered according to the said order, and the plaintiff has expressed his option to have the said sum of £—— [*here insert the sum assessed for damages in the event of non-delivery of the goods*] made of the goods and chattels of the defendant: These are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the defendant, wheresoever they may be found, within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warraut, being the amount due to the plaintiff under the said order, including the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this —— day of ——, 185–.

By the Court.

——, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Amount found for damages if the goods be not delivered - - - - - - -			
Sum adjudged for costs - - - -			
Poundage for issuing this warrant - -			
Total amount to be levied - - -			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they may have been taken, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at —— minutes past the hour of —— in the fore [*or* after] noon of the —— day of ——, 185–.

Allowance to Witnesses.

	£	s.	d.	£	s.	d.
Gentlemen, Merchants, Bankers, and Professional Men, *per diem* -	from 0	10	0	to 1	0	0
Tradesmen, Auctioneers, Accountants, Clerks, and Yeomen, *per diem*	from 0	5	0	to 0	10	0
Artisans and Journeymen, *per diem*	from 0	3	0	to 0	5	0
Labourers, and the like, *per diem*	from 0	2	0	to 0	3	0

Travelling expenses, sum reasonably paid, but not more than sixpence per mile, one way.

If the witnesses attend in more than one cause, they will be entitled to a proportionate part in each cause only.

J. MANNING.
J. H. KOE.
E. COOKE.
J. WORLLEDGE.
W. FURNER.

I approve of these Rules, Orders, and Forms,
8th Dec., 1856. —— CRANWORTH, C.

NOTE.—It is considered to be unnecessary to give any rules with respect to taking acknowledgments of married women, as it is the duty of the attorney employed to prepare the certificate and affidavit, and swear to the latter; and the course to be followed by the judge is laid down in the Act 3 & 4 Will. 4, c. 74. The only duty for the registrar to perform beside that of swearing the attorney to the affidavit, is that of putting his initials against all ALTERATIONS, INTERLINEATIONS, or ERASURES either in the CERTIFICATE or AFFIDAVIT.

Births, Marriages, and Deaths.

BIRTH.

MARTIN—On Feb. 23, at Severndroog-villa, Shooter's-hill, the wife of Thomas Martin, Esq., of Gracechurch-street, solicitor, of a daughter.

MARRIAGES.

PENNELL—FOLLETT—On Feb. 24, at St. Leonard's-on-the-Sea, by the Rev. John Chalmers, John Croker Pennell, Esq., to Harriet, only surviving daughter of the late Sir William Follett.

THOMAS—D'OYLEY—On Feb. 19, at Trinity Church, Marylebone, by the Rev. C. J. D'Oyley, assisted by the Rev. F. R. Hepburn, Lieut.-Col. Thomas, Royal Artillery, to Mary Elizabeth, youngest daughter of the late Mr. Serjt. D'Oyley.

DEATHS.

BURFOOT—On Feb. 23, at Shillingthorpe, Lincolnshire, Richard Grose Burfoot, formerly of King's-bench-walk, Inner Temple, Esq., aged 67.

PALMER—On Feb. 25, of paralysis, William Palmer, Esq., of 3 George-street, Euston-square, and 3 Acacia-road, St. John's-wood, solicitor, in his 47th year.

RYLAND—On Feb. 20, at Camberwell, Archer Ryland, Esq., barrister-at-law, bencher of Gray's-inn, and senior common pleader of the Corporation of London.

SHADWELL—On Feb. 11, at his house in Blandford-square, in the 76th year of his age, Charles Shadwell, Esq., of Gray's-inn, where he formerly practised as a solicitor of the Court of Chancery for more than half a century.

SPILLER—On Feb. 25, Frederick T. Spiller, Esq., of 5 Gray's-inn-square, solicitor.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months.

BYNG, Right Hon. GEORGE STEVENS, Eaton-sq., and Hon. JOHN GEORGE BRABAZON PONSONBY, Cavendish-sq., £108 : 10 : 8 Reduced, claimed by Viscount ENFIELD & the Earl of BESSBOROUGH.

CAPRON, MATILDA, Finsbury-sq., widow, ALBERT WILLIAM BEETHAM, Tulse-hill, Brixton, Esq., and JAMES FINLAY, Houndsditch, gent., £100 New 3 per Cents., claimed by MATILDA CAPRON, ALBERT WILLIAM BEETHAM, & JAMES FINLAY.

COLLINGWOOD, JOHN, Chirton House, Northumberland, Esq., and EDWARD JOHN COLLINGWOOD, of Lincoln's-inn, Esq., £785 : 17 Consols, claimed by EDWARD JOHN COLLINGWOOD.

FERGUSSONE, WILLIAM, Tiverton, Devon, Esq., £176 : 4 : 3 Consols, claimed by MARY FERGUSSONE.

ORCHARD, JAMES, Soho-sq., Esq., £100 per Annum Annuities, claimed by his surviving executor HENRY YOUNG.

PETER, ANNA MARIA, Harlyn, Cornwall, spinster, £147 : 14 Consols, claimed by the administator de bonis non, JOHN THOMAS HENRY PETER.

PHILIPPS, Rev. WILLIAM THOMAS, Fittleton, Wiltshire, £87 : 10 New 3 per Cents., claimed by his administrator, Rev. JAMES EVANS PHILIPPS.

PHILLIPS, LAURENCE, St. Mary Axe, and SAMUEL PHILLIPS, Bury-st., merchants, £385 : 15 : 4 New 3 per Cents., claimed by LAURENCE PHILLIPS & SAMUEL PHILLIPS.

RICE, EDWARD, Dane-court, near Wingham, Kent, Esq., £237 : 7 : 9 New 3 per Cents., claimed by EDWARD RICE.

SCOTT, ROBERT, St. Clere, Ightham, Kent, gardener, £48 New 5 per Cents., claimed by ROBERT SCOTT.

SOUTHARD, ELIZA LOUISA, Bordeaux, France, spinster, £25 3 per Cents., claimed by ELIZA LOUISA FLOUCH.

THANET, Earl of, Right Hon. HENRY, & JAMES LEMAN, Lincoln's-inn-fields, Esq., £388 : 7 : 1 Consols, claimed by the survivor, JAMES LEMAN.

VERELST, HARRY, Aston Hall, Yorkshire, Esq., Rev. HENRY CHAPLIN, Rye Hall, near Stamford, and ROBERT LANGLEY APPLEYARD, Lincoln's-inn, gent., £2,528 : 14 : 8 Consols, claimed by his executors, RUSSELL ELLICE & WILLIAM ELLICE.

WYATT, RICHARD, Egham, Surrey, Esq., and WILLIAM CLUTTON, Cuckfield, Sussex, gent., £666 : 13 : 4 Reduced, claimed by the surviving executors, ROBERT CLUTTON, & Rev. RALPH CLUTTON.

Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

CHAPMAN, ELIZABETH (who died in Jan. last), late of 117 East-st., Lambeth-walk, Surrey, spinster. Next of kin to apply to Mr. W. H. Willett, 8 Godliman-st., Doctors' Commons.

CLARKE, JOHN (who died in Mar. 1855), Clarendon-sq., Leamington Priors, Warwickshire, gent. Next of kin to come in and prove their relationship on or before Mar. 28, at V. C. Wood's Chambers.

DERNEY, THOMAS (who died on Jan. 10, 1841), Builder, Cromer-st., Brunswick-sq. Next of kin to come in and prove their claims on or before Mar. 27, at V. C. Stuart's Chambers.

LESTOURGEON, GEORGE (who died in June, 1855). Next of kin living at his death, and the representatives of such of them as are since dead, to come in and prove their claims on or before June 1, at Master of the Rolls' Chambers.

NEWPORT, THOMAS HENRY (who died in June, 1855), Hanley-ct., Worcestershire. Heir-at-law to come in and prove his heirship on or before Mar. 18, at Master of the Rolls' Chambers.

SHARRATT, MARY, widow, who resided at Codsall, Wolverhampton, and was buried there in Jan. 1823. Next of kin to apply to Stubbs and Smallwood, solicitors, Birmingham.

SHEPARD, WILLIAM, jun., Shopkeeper, formerly of Chobham, since of Guildford, Surrey. Creditors in respect of debts incurred before he went abroad in August, 1823, to send in their claims and accounts to J. R. Capron, Guildford, solicitor to the executors of his father's will.

WATSON, RICHARD (who married Rachel Verbury after 1794), and—— BUREAU, living in London in 1800. Descendants of these families to apply to E. Maniere, solicitor, 31 Bedford-row.

Money Market.

CITY, FRIDAY EVENING.

The money market has not maintained that degree of buoyancy and freedom which was promised by appearances at the close of last week, but the opinion prevails that better times are coming. Cheap money is not expected. The numerous proposals made public for very large investments of capital in the dominions of Turkey and Russia, and the necessity of accumulating capital for the purpose of launching and carrying on these undertakings will prevent money from becoming over abundant or cheap. In the English Funds there has been no activity. The variation in prices results in ⅛ per Cent. decline. In Foreign Securities the French 3 per Cents. manifested some advance upon the price of last week, but have fallen back. Others shew a tendency to improvement. On the Stock Exchange, and in the discount market, the demand for money has been active.

From the Bank of England returns for the week ending the 21st instant, which we give below, it appears that the amount of notes in circulation is £18,615,155, being a decrease of £181,260; and the stock of bullion in both departments is £10,404,690, shewing an increase of £145,030 when compared with the previous return.

The Board of Trade returns of shipping employed in the last year, show satisfactory results in conformity with the declared amount of exports and imports, being a large general augmentation compared with the years 1854 and 1855. Returns of Excise duties shew a considerable increase in the quantities of malt, spirits, and paper retained for home consumption. To the favourable returns of last year is added one for the first month of the present year which has opened with a large augmentation of business.

The Chancellor of the Exchequer, in estimating the amount of taxes to be remitted from and after the 5th of April next, according to the present law, varied by the alterations proposed by himself, includes the reduction of 9d. in the pound on Income-tax. But there will remain six months' arrears of Income-tax to be collected. On this ground, as it appears, it was imputed to the Minister by his opponents, that his statement of reduction was false and deceptive. In regard to the repeal of direct taxes, it usually happens that there is six months' payment in arrear; but a man is not fairly liable to the imputation of making a false statement when he says the tax was remitted on the day it ceased to exist.

The opponents of the Government say that the financial year now under consideration, namely,—the year from the 5th April, 1857, to the 5th of April, 1858, is a year of peace. The Ministers say that, it being the first financial year after the termination of war, the expenditure to be provided for partakes more of circumstances belonging to war than to peace; and they refer to the time last year when the army and navy came home, as evidence that there was no great decrease in war expenditure till near Michaelmas last.

In seeking to adopt a line of policy suitable to peace, the bad effects of war become strongly manifested. It has produced a disposition on the part of the public to large and lavish outlay in various ways, making it difficult to return to the amount of expenditure previous to the war. Great deficiencies in the War Department were found when hostilities commenced, and were attributed to the parsimonious grants by Parliament for military purposes. To remedy these deficiencies, a large expenditure in camps, in dock-yards, and in arsenals, has been incurred. Establishments put into action cannot be discontinued without loss, nor carried on without expenditure. Several large amounts of charge for county police, for refer-

matories, and other matters, have been transferred from local rates to the Consolidated Fund, and there is to be a considerable addition to the grant for education. The total of items transferred, and intended to be transferred, from local rates to the Consolidated Fund, is set down at more than £2,000,000 annually. This mode of payment now finds favour generally. Nearly all these transfers date since 1853, and when the expenditure of that year is taken as a guide, must be added and provided for by Imperial taxation, as must also the charge for new establishments and additional grants.

The debates in the House of Commons and the division shew a marvellous confusion of parties, and more strength on the side of Ministers than was expected. The imputation that Ministers had made a clandestine reduction in their estimates, has vanished before the light let in by the debates. No doubt remains that the taxes which Ministers propose to retain during the next three years, will produce as much, or nearly as much money as those previously existing. The statement made by Lord John Russell from documents furnished by some of his constituents shews that the duty on tea alone in the three years, according to the scale now proposed, will produce no less than £3,216,000, more than would be produced by the existing law.

The most important question arising out of these financial discussions is whether or not the ways and means of this country will after the lapse of three years of peace be able to go on without an Income-tax. The progressive extension of trade promises an increase of revenue from Customs and Excise. The practical result to be aimed at is to limit expenditure to an amount which will be covered by these duties and other taxes at present rates. Without this result we must submit to a continuation of the Income-tax.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	220	...	220½	220	218½	220
3 per Cent. Red. Ann.	94¼	93⅞ 4	94⅛	94⅛	94	93⅞
3 per Cent. Cons. Ann.	93⅞	93⅞ ⅝	93⅝ 4	93⅝ ⅞	93⅞	93⅝
New 3 per Cent. Ann.	94⅛	94⅛ ¼	94⅛ ⅝	94⅛ ⅝	94⅛ ⅜	94⅛
New 2½ per Cent. Ann.	...	...	78	78	...	77
5 per Cent. Annuities	113½	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	...	...	2⅞	2⅞	2 15-16	...
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	2⅝	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	18⅝	18⅝	18½	...
Do. 30 yrs. (exp. April 5, 1885)	...	...	222	...	...	...
India Stock	...	...	...	...	...	...
India Bonds (£1,000)	1s. pm.	...	...	...	...	par.
Do. (under £1,000)	2s. d.	...	...	2s. d.	2s. d.	par.
Exch. Bills (£1,000)	1s3d pm	3s. p.	3s. p.	3s. p.	par3s.p	par
Exch. Bills (£500)	4s. pm.	par.	...	...	3s. pm.	par.
Exch. Bills (Small)	4s. pm.	...	...	1s. p.	4s. pm.	par.
Exch. Bills Advertised	...	...	1s.d2s.d	2s. p.	2s.d2s.p	2s. pm.
Exch. Bonds, 1858, 3½ per Cent.	...	98⅝ ½	98½	98¾	98⅝ ½	98¾
Exch. Bonds, 1859, 3½ per Cent.	...	98¾ ½	98½	98¾	98¾ ½	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	94½	...	94	...	95	92½ xd
Caledonian	67 6⅞	66⅞ 7	67⅛ ¼	69¼	69½	68⅝
Chester and Holyhead	...	...	...	...	37 6⅛	37⅛
East Anglian	19⅝	...	19¼ ⅜	...	19⅝ ⅜	19⅜
Eastern Union A stock	...	...	48	...	...	47⅛
East Lancashire	98½ 8	98 7⅛	...	...	100	...
Edinburgh and Glasgow	56½	56⅝	...	57½	...	...
Edin., Perth. & Dundee	35 4⅝	35⅛	35 6¼	35⅞	38	37
Glasgow & South Western	...	...	...	...	...	...
Great Northern	92 3	92½ ¼	93⅛ 4	93 5	95	94⅝
Gt. South & West. (Ire.)	...	112½ ½	...	112 12	...	...
Great Western	68⅝ ¼	68⅜ ¼	69⅜	69¾	69½ ¼	67⅝ xd
Lancashire & Yorkshire	93⅞ ⅝	99¼ ⅝	100⅛ ⅜	100⅜ 1	101⅛	101⅛
Lon., Brighton, & S. Coast	109	109 8½	108⅜ 9	109⅝	109½	109⅜
London & North Western	108⅜	108½ ⅜	108⅜	109	109⅝	106½ xd
London and S. Western	103 xd	104½ xd	105¼ xd	105½ xd	105⅜ 6	105½
Man., Shef., and Lincoln	36½	36 5⅞	36½ ¼	37⅜ ⅛	37½	37⅜
Midland	83⅜	83⅜	84⅛	84⅜	84⅜	82⅛ xd
Norfolk	...	56⅝ 7	58½ 8	58	58½ 9	...
North British	44 3½	43⅜ ½	44	45½	46	45½
North Eastern (Berwick)	88 9	...	88½	88⅝ 9	89½	88½ xd
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	28½	28⅝	...	29½	29½
Scottish Central	...	...	...	...	...	...
Scot.N.E. Aberdeen Stock	27	26⅝	27	27½	26⅝ 7	...
Shropshire Union	...	...	...	...	...	51½
South-Eastern	77 6⅜	78 6½	76½	78½	79½ ⅜	76⅜ xd
South-Wales	85½	85½ 6	...	86	...	84⅜ xd

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 21ST DAY OF FEBRUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	24,168,680	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,693,680
		Silver Bullion	...
	£24,168,680		£24,168,680

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,530,213
Rest	3,521,396	Other Securities	17,755,796
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	7,455,290	Notes	5,553,525
Other Deposits	9,294,508	Gold and Silver Coin	711,010
Seven day & other Bills	726,360		
	£35,550,544		£35,550,544

Dated the 26th day of Feb., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

NEW MEMBERS OF PARLIAMENT.

TUESDAY, *Feb.* 24, 1857.

County of Kent—Western Division.—Charles Wykeham Martin, Esq., *vice* Sir Edmund Filmer, Bart., deceased.

FRIDAY, *Feb.* 27, 1857.

Borough of Colchester.—John Gurdon Rebow, of Wivenhoe-park, Essex, Esq., *vice* Right Hon. John James Robert Manners, commonly called Lord John James Robert Manners, who has accepted the office of Steward of Her Majesty's Manor of Hempholme.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

TUESDAY, *Feb.* 24, 1857.

DAVID BLACK, of Brighton, Gent.

Bankrupts.

TUESDAY, *Feb.* 24, 1857.

ARMSTRONG, JAMES (Smith & Armstrong), Linen and Woollen Draper Berwick-upon-Tweed. Mar. 10, at 12, and April 21, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Moor, Carlisle; or Hoyle, Newcastle-upon-Tyne. *Pet.* Dec. 26.

BEE, FRANCIS, Table-knife Manufacturer, Sheffield. Mar. 7 and April 4, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Ryalls, Sheffield. *Pet.* Feb. 16.

GEOGHEGAN, SLEATER, Engraver, 7 Palsgrave-pl., Strand. Mar. 13, at 12, and April 20, at 11; Basinghall-st. *Com.* Goulburn *Off. Ass.* Pennell. *Sol.* Brisley, 4 Pancras-la., Cheapside. *Pet.* Feb. 23.

GRAVES, ROBERT, Corn and Flour Merchant, Windmill-st., Gravesend. Mar. 6, at 11, and April 17, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Crafter, 168 Blackfriars-rd. *Pet.* Feb. 19.

GRIFFITHS, JAMES, Builder, Bristol and Cardiff. Mar. 9 and April 7, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Prideaux, Albion-chambers, Bristol. *Pet.* Feb. 21.

KING, THOMAS, Licensed Victualler, Spalding, Lincolnshire. Mar. 10 & 31, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Brown, Lincoln. *Pet.* Feb. 23.

MORSE, FREDERICK (Morse & Co.), Rice and Spice Merchant, 2 Dunster-ct., Mincing-la. Mar. 7 and April 7, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Vallance & Hibbert, 12 Tokenhouse-yd. *Pet.* Feb. 20.

SADGROVE, WILLIAM, jun., & RICHARD RAGG, Cabinetmakers, Eldon-st., Finsbury, and Dunning's-alley, Bishopsgate-st. Mar. 10, at 2.30, and April 7, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Spyer, 30 Broad-st.-bldgs. *Pet.* Feb. 19.

SHAW, FREDERICK FRANCIS, Ironmonger, 253 Blackfriars-rd. Mar. 13, at 11, and April 20, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* J. & J. H. Linklater & Hackwood, 17 Sise-lane; or Hodgson & Allen, Birmingham. *Pet.* Feb. 10.

SHEPHERD, EDWIN, & WALTER SHEPHERD, Lozenge Manufacturers, 12 Crane-ct., Fleet-st. Mar. 6, at 12.30, and April 9, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Chidley, Basinghall-st. *Pet.* Feb. 23.

SMITH, SAMUEL, Iron Merchant, Derby. Mar. 10 & 31, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* J. & J. Simpson, Derby; Wadsworth & Wadsworth, Nottingham. *Pet.* Feb. 17.

SMITH, WILLIAM, Licensed Victualler, Mansfield, Nottinghamshire. Mar. 10 & 31, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* Feb. 20.

SPENDLOVE, ROBERT, Horse and Cattle Dealer, Sheffield. Mar. 7 and April 4, at 10; Sheffield, *Com.* West. *Off. Ass.* Brewin. *Sols.* Marsh, jun., Rotherham. *Pet.* Feb. 14.

STANBURY, JOSHUA DOWNING, Draper, Richmond, Surrey. Mar. 6, at 1.30, and April 3, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Wilkinore. *Sols.* Mason & Sturt, 7 Gresham-st. *Pet.* Feb. 21.

WANG, LORENS THEODOR, Timber Merchant, Sunderland. Mar. 6, at 12, and April 8, at 12.30; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Young, Harrison, & Young, Sunderland. *Pet.* Jan. 3.

WHITE, THOMAS, jun., Ship Builder, Gosport, Portsmouth. Mar. 11, at 2, and April 7, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Feb. 21.

FRIDAY, *Feb.* 27, 1857.

BAILEY, WILLIAM, jun., Carver, Gilder, and Looking-glass-maker, 68 Buttesland-st., Hoxton. Mar. 13, at 1.30, and April 22, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Taylor, 15 South-st., Finsbury. *Pet.* Feb. 26.

CAISTOR, ARTHUR BREARS, Saddler, 7 Baker-st., Portman-sq. Mar. 10, at 2.30, and April 7, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Feb. 24.

CHEETHAM, DAVID, Cotton Spinner, Rochdale, Lancashire. Mar. 12, and April 2, at 1.30; Manchester. *Off. Ass.* Hernaman. *Sol.* Heaton. Rochdale. *Pet.* Feb. 19.

CHORLEY, WILLIAM BROWNSWORD, Slate and Slab Merchant, 37 Hart-st., Bloomsbury, and Curmorthin, Festinog, Merionethshire. Mar. 10, at 11.30, and April 9, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Feb. 26.

HADFIELD, WILLIAM (William Hadfield & Co.), Merchant, Cockspur-st. Mar. 11 and April 8, at 1; Basinghall-st. *Com.* Fonblanque, *Off. Ass.* Stansfeld. *Sols.* Tatham, Upton, Upton, & Johnstone, 20 Austin-friars. *Pet.* Feb. 24.

HORNER, THOMAS, House Decorator, 15 Hart-st., Bloomsbury. Mar. 13, at 1, and April 20, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Boydell, 41 Queen-sq. *Pet.* Feb. 19.

LIDDELL, CAROLINE, Common Brewer, Great Driffield, Yorkshire. Mar. 18 and April 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* England & Saxelby, Hull. *Pet.* Feb. 24.

LLOYD, DAVID, Merchant, 36 Cannon-st. Mar. 13, at 2, and April 21, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Pawle, New-inn. *Pet.* Feb. 23.

MANWARING, HENRY MARTIN, Grocer, Mill-st., Toxteth-park, Liverpool. Mar. 12 and April 3, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Smith, Newington, Liverpool. *Pet.* Feb. 23.

MORRISS, DAVID, Grocer, Wisbeach, Cambridgeshire. Mar. 16, at 2, and April 22, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Hensman, 25 College-hill; or Ollard, Upwell, Cambridgeshire. *Pet.* Feb. 25.

OWEN, THOMAS, Joiner and Builder, Liverpool. Mar. 13 and April 9, at 12; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Teebay, 22 North John-st. *Pet.* Feb. 24.

SKINNER, WILLIAM, jun., Tailor, 77 Castle-st., Bristol. Mar. 16 and April 20, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* King, Bristol. *Pet.* Feb. 23.

WALKER, JOHN, Commission Agent, Blackburn, Lancashire. Mar. 12 and April 2, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Shaw, Sutcliffe, Tattersall, & Handsley, Burnley; or Sale, Worthington, & Shipman, Manchester. *Pet.* Feb. 24.

WARD, LUKE, Plumber, Wisbech St. Peter, Cambridgeshire. Mar. 13 and April 17, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Abbott, Jenkins, & Abbott, New-inn. *Pet.* Feb. 24.

WEST, JOSEPH, Miller, Beckington, Somersetshire. Mar. 16 and April 20, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Brittain & Son, Bristol. *Pet.* Feb. 24.

WILLIAMS, EDWARDS, Plumber and Glazier, Chester and Saltney, Flintshire. Mar. 12 and April 9, at 11; Liverpool. *Com.* Stephenson. *Off. Ass.* Bird. *Sols.* Dodge, Liverpool; or Brown, Chester. *Pet.* Feb. 19.

WOOD, GEORGE, Wharfinger, Loughborough, Leicestershire. Mar. 10 and April 7, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Inglesant, Loughborough. *Pet.* Feb. 24.

BANKRUPTCIES ANNULLED.

TUESDAY, *Feb.* 24, 1857.

ASHWORTH, ROBERT, Cotton Spinner, Vale Mill, Newchurch, Lancashire. Feb. 20.

FRIDAY, *Feb.* 27, 1857.

M'MILLAN, JOHN, Shipowner, Liverpool. Feb. 24.

MEETINGS.

TUESDAY, *Feb.* 24.

BRAWN, RICHARD, Limeburner, Daw End, Rushall, Staffordshire. Mar. 19, at 11.30; Birmingham. *Com.* Balguy. *Div.*

BRINDLEY, THOMAS, Grocer, Uttoxeter, Staffordshire. Mar. 20, at 11.30; Birmingham. *Com.* Balguy. *Div.*

DERHAM, ROBERT, Leeds, and WALTER ALAN HINDE & JAMES DERHAM, Dolphinholme, Lancashire, Worsted Spinners. Mar. 31, at 11; Leeds. *Com.* Ayrton. *Div.*

GASCOINE, WILLIAM, Butcher, Hitchin, Hertfordshire. Mar. 17, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

GASKELL, JOSIAH COULTHURST, & THOMAS GARSTANG, Machine Makers, Blackburn, Lancashire. Mar. 18, at 12; Manchester. *Com.* Jemmett. *Dir.* Sep. Est. of Garstang, and *First* of Joint Est.

HAMMOND, ROBERT, Builder, Ripon. Mar. 20, at 11; Leeds. *Com.* West. *Dir.*

HARDACRE, THOMAS (E. Hardacre & Son), Mercer and Draper, Settle, W. R. Yorkshire. Mar. 19, at 11; Leeds. *Com.* West. *Div.*

HARGREAVES, JAMES HENRY, Share Broker, Leeds. Mar. 20, at 11; Leeds. *Com.* West. *Div.*

HARNDEN, JOSEPH, Bricklayer, 20 Webb-st., Southwark, and Three Oaks, Horsleydown. Mar. 17, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

HARRIS, HENRY BINNELL, Draper, Shrewsbury. Mar. 20, at 11.30; Birmingham. *Com.* Balguy. *Div.*

HATFIELD, JOHN ALFRED, Draper, Bradford, Yorkshire. Mar. 20, at 12; Leeds. *Com.* West. *Div.*

INMAN, HENRY, Shopkeeper, Bradford, Yorkshire. Mar. 30, at 11; Leeds. *Com.* Ayrton. *Div.*

JONES, WILLIAM BRITTAIN, Grocer, Birmingham. Mar. 20, at 11.30; Birmingham. *Com.* Balguy. *Div.*

MARSTON, ROBERT, & GEORGE MARSTON, Manufacturers of Hosiery, Leicester. The second meeting for deciding on offer of composition of 6*s.* 8*d.* advertised in the *Gazette* of Feb. 13 to be held on Mar. 10, is postponed, and will be held on Mar. 19, at 12, at the White Lion, Leicester.

PARKER, THOMAS, JOHN PARKER, JOHN RAWLINSON, WILLIAM ABBOTT, JOSHUA HANSON, JOSEPH BELL, THOMAS CHADWICK, ABRAM EMSLEY, ROBERT KERSHAW, JOHN MUSGRAVE, JOSEPH WOOLLEE, THOMAS PULLAN, JOHN SHAW, & GEORGE EASTBURN (T. & J. Parker & Co.) Dyers, Woodhouse Carr, Yorkshire. April 7, at 11; Leeds. *Com.* Ayrton. *Dir.* Sep. Est. of T. Parker.

PEEKE, EDWIN, Builder, Torquay. Mar. 19, at 1; Exeter. *Com.* Bere. *Div.*

POOLE, CHARLES, Livery-stable-keeper, 22 Waterloo-st., Brighton. Mar. 17, at 11; Basinghall-st. *Com.* Evans. *Dir.*

SHAW, HENRY (surviving partner of John Shaw & Son), Worsted Spinner, Halifax. Mar. 19, at 11; Leeds. *Com.* West. *Div.* Joint Est., and Sep. Est. of H. Shaw.

STRANGE, WILLIAM COPELAND, Bricklayer, Henley-on-Thames. Mar. 17, at 12; Basinghall-st. *By Adj.* from Dec. 19. *Com.* Fonblanque. *Div.*

SWORDER, JOHN, Maltster, Ware, Hertfordshire. Mar. 19, at 1; Basinghall-st. *Com.* Evans. *Div.*

THOMAS, THOMAS, Milliner, Manchester. Mar. 17, at 12; Manchester. *Com.* Jemmett. *Dir.*

UNWIN, JOSHUA, Stuff Manufacturer, Bradford, Yorkshire. Mar. 19, at 11; Leeds. *Com.* West. *Div.*

VOULES, CHARLES STUART, Scrivener, New Windsor, Berks. Mar. 19, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

WARD, GEORGE HEALEY, & BAILEY GRIFFITH, Printers, 16 Bear-alley, Farringdon-st. Mar. 19, at 2; Basinghall-st. *Com.* Evans. *Div.*

WHITE, WILLIAM, Miller, New Crane Mill, Shadwell. Mar. 17, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

FRIDAY, *Feb.* 27, 1857

BUNTING, HORATIO, Seedsman, Colchester, Essex. Mar. 11, at 1.30; Basinghall-st. *Com.* Fonblanque. *By adj.* from Feb. 24. *Last ex.*

BYWATER, JOHN, Tailor, Nottingham. April 7, at 10.30; Nottingham. *Com.* Balguy. *Div.*

CHICHESTER, GEORGE AUGUSTUS HAMILTON, Commission Agent, 1 York-bldgs., Adelphi. Mar. 10. at 1; Basinghall-st. *Com.* Fonblanque. *By adj.* from Jan. 13. *Last ex.*

CORBETT, JOHN, Licensed Victualler, Birmingham. Mar. 23, at 10.30; Birmingham. *Com.* Balguy. *Aud. Acc. & Div.*

DAWSON, JOHN RICHARD, Hotel Keeper, West Cowes, Isle of Wight. March 23, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

HAYWOOD, JAMES, Iron Founder, Nottingham. April 21, at 10.30; Nottingham. *Com.* Balguy. *Fur. Div.*

MORRIS, CHARLES JAMES WILLIAM, Draper, Bilston, Staffordshire. Mar. 23, at 10.30; Birmingham. *Com.* Balguy. *Final Div.*

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Mar. 10, at 12.30; Basinghall-st. *Com.* Fonblanque. *By adj.* from Feb. 17. *Last Ex.*

PEEKE, EDWIN, Builder, Torquay, Devonshire. Mar. 12, at 1; Exeter. *Com.* Bere. *Aud. Ac. & Prof. Debts.*

PRUDHOE, ROBERT, Grocer and Druggist, Durham. Mar. 10, at 1; Newcastle-upon-Tyne. *Com.* Ellison. *By adj.* from Feb. 10. *Last Ex.*

STEVENS, JOHN HENRY, Engraver, 5 Great Wild-st., Lincoln's-inn-fields. Mar. 10, at 12.30; Basinghall-st. *Com.* Fonblanque. *By adj.* from Feb. 17. *Last Ex.*

STEVERSON, JAMES, Brewer, Vauxhall Brewery, Wandsworth-rd. Mar. 23, at 2; Basinghall-st. *Com.* Goulburn. *Dir.*

RAALTE, JOSEPH VAN, Jun., Importer of French Goods, 4 Gloucester-ter., Saint John's-rd., Hoxton. Mar. 11, at 12; Basinghall-st. *Com.* Fonblanque. *By adj.* from Feb. 10. *Last Ex.*

WEBB, ROBERT, Ironmonger, Newport, Monmouthshire. April 2, at 11; Bristol. *Com.* Hill. *Final Div.*

DIVIDENDS.

TUESDAY, *Feb.* 24, 1857.

FRANKLIN, ALFRED JOHN, Ironmonger, Clotham. First, 4*s.* 6*d.* *Lee*, 20 Aldermanbury, Feb. 25, and three subsequent Wednesdays, 11 & 2.

LEDWARD, JOHN, jun., Cotton Manufacturer, Gorton, Lancashire. First, 3*s.* 6*d.* *Fraser*, 45 George-st., Manchester, any Tuesday, 11 & 1.

PIKE, GODFREY GREGORY, Grocer, Birmingham. First, 1*s.* 10*d.* *Christie*, 37 Waterloo-st., Birmingham, any Thursday, 11 & 3.

TANNER, JOHN, Carrier, Chippenham. 5*s.* 10*d.* *Miller*, 19 St. Augustine's-parade, Bristol, any Wednesday, 11 & 1.

TUCKER, JOSEPH, China Dealer, Southampton. First, 1*s.* 3*d.* *Lee*, 20 Aldermanbury, Feb. 25, and three subsequent Wednesdays, 11 & 2.

FRIDAY, *Feb.* 27, 1857.

ARMSTRONG, THOMAS BARCLAY, Fishmonger, 16 Mount-st., Grosvenor-sq., and 2 Carpenter-st., Mount-st. Second, 1*s.* 5¾*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

BRINKLEY, WILLIAM, Builder, 2 Bruton-pl., Berkeley-sq., and 16 Duke-st., Grosvenor-sq. First, 3*d.*. *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

BYLES, HENRY NATHANIEL, Brewer, Gosport. Second 1¾*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

CARTER, JOHN, & THOMAS LUCAS, Wholesale Druggists, 113 Aldersgate-st. Third, 2*d.*, joint est.; and second 10*s.*, sep. est. of J. C. Lucas. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

CHAFFERS, FREDERICK (H. Cawthorn Dall & W. H. Morgan), Russia and Colonial Broker, 72 Old Broad-st. First, 2¾*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

CLARKE, JOHN WILLIAM, Ironmonger, Bury St. Edmunds. First, 3*s.* 4*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

CLOSE, JOHN, Baker, Stratford, Essex. First, 10½*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

CRIPPS, GORDON HENRY, Wine Merchant, Shrewsbury. Second, 3*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; Mar. 4, and three subsequent Wednesdays, 11 & 2.

DYTE, JOHN, Stationer, 106 Strand. First, 2*s.* 6*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

EATON, AMBROSE, Warehouseman, Milk-st., Cheapside. Second, 3*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

EVES, ALFRED, Flour Factor, 21 Judd-pl. West, New-rd. First, 4*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

FIELD, WILLIAM, Printer, 3 Princes-st., Storey's-gate, Westminster. First, 3*s.* 8½*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

FOLKARD, JOHN BAXTER, Tailor, 69 Jermyn-st. First, 3*s.* 4*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

FOSSEY, GEORGE, & JAMES STEEL, Timber Merchant, Norway-wharf, Millwall. Second, 3*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

HAIRS, DUNCAN, Seedsman and Florist, 109 St. Martin's-lane. First, 2s. 10d. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

HARTZ, WILLIAM (Hartz & Co.), Merchant, Mark-lane, Fenchurch-st. First, 8s. *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

HAWKINS, CHARLES, Camp Equipage Manufacturer, 86 Strand. First, 5s. *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

HEYWOOD, THOMAS & JOHN, Lace Warehousemen, 124 Wood-st., Cheapside, and Melbourne, New South Wales. Second, 6d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

HURST, ARCHIBALD, Manure Manufacturer and Wharfinger, Bull Head Dock, Rotherhithe (late of Newman's-ct., Cornhill). First, 1s. 6d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

KEYTE, HENRY, Silk Manufacturer, 4 Church-ct., Old Jewry. First, 3s. 6d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

LEDWARD, GEORGE. First, 2s. 6¼d. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 & 2.

LUCAS, DANIEL WILLIAM, & ISAAC DODS, Hemp Merchants, 11 Arthur-st West, London-bridge. Third, 1¾d. *Edwards*, 1 Sambrook-ct., Basinghall-st.; Mar. 4, and three subsequent Wednesdays, 11 & 2.

MORTIMER, JOHN, Printer and Publisher, 140 & 141 Strand. First, ½d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

MUIR, JOHN SAUNDERS, Schoolmaster and Boarding-house-keeper, Aberdeen-villa, Aberdeen-pl., Maida-hill. First, 11d. *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

MUNDY, WILLIAM, Cowkeeper, Palace-row, New-rd. First, 4½d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday; 11 & 2.

NORTON, JANE ELIZA, & GEORGE ZACHARIAH WHITE, Stone Merchants, 24 Wharf, Harrow-rd., Paddington. First, 3s. *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

ORD, JOHN CHARLES, Ship Owner, Waterloo-pl. First, 2s. 9d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

OSBORNE, JAMES, Upholsterer, 94 & 95 Curtain-rd., Shoreditch. First, 2s. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

PEASEGOOD, JOHN GALE, Draper, Sheffield. First, 3s. 4d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

PYRKE, THOMAS, Linen Draper, Grays, Essex. Second, 2d. *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

SNOOK, VINCENT & JOHN THOMAS, Linen Drapers, Osborn House, King-st., Hammersmith. Creditors who proved their debts on May 30, 1856, may receive second of 2s. 6d. on acc. of 3s. 4d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

STEELE, MATTHEW RICHMOND, Linen Draper, Leicester. Second, 6d. *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

THOMAS, SAMUEL, Cabinet Maker, Wigan. First, 6¾d. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Feb.* 24, 1857.

BARLOW, JAMES. Paper Hanger, Bolton-le-Moors, Lancashire. Mar. 20, at 12; Manchester.

BAXTER, JOSEPH, Victualler, Gooch-st., Birmingham. Mar. 19, at 10.30; Birmingham.

BENJAMIN, LEWIS, Fish Merchant, 28 Jewry-st., Aldgate. Mar. 17, at 1; Basinghall-st.

CLARKE, JOSEPH HENRY, Hatter, Leicester. Mar. 24, at 10.30; Nottingham.

CONSTANTINE, JAMES, Cotton Spinner, Scout, Rossendal, Lancashire. Mar. 17, at 12; Manchester.

DAVIS, CHARLES EDWARD (Henry Hale & Co.), Wholesale Grocer, 82 Upper Thames-st. Mar. 18, at 1; Basinghall-st.

GELSTHORP, JOSEPH, Builder, Nottingham. Mar. 24, at 10.30; Nottingham.

IMRIE, DAVID, Merchant, Belfast, Ireland, also at Manchester. Mar. 17, at 12; Manchester.

PEARSON, LEVI, Wholesale Grocer, Rochdale, Lancashire. Mar. 16, at 12; Manchester.

ROSE, WILLIAM, Baker, 165 Kingsland-rd., and Shoreditch. Mar. 19, at 11; Basinghall-st.

SLOMAN, JOHN, Merchant, Kingston-upon-Hull. April 1, at 12; Kingston-upon-Hull.

SMITH, EDWARD, Baker, Isleworth, Middlesex. Mar. 17, at 1; Basinghall-st.

WEIGHT, HEATON (Heaton Wright & Co.), Timber Dealer, Burnley, Lancashire. Mar. 17, at 12; Manchester.

FRIDAY, *Feb.* 27, 1857.

DAVEY, GEORGE, Plumber, 93 Murray-st., New North-rd. Mar. 24, at 10.30; Basinghall-st.

DAWSON, JOHN RICHARD, Hotel Keeper, West Cowes, Isle of Wight, Mar. 23, at 1.30; Basinghall-st.

HAKROLD, ALFRED HENRY, Chymist, Frome Selwood, Somersetshire. April 6, at 11; Bristol.

HAWKINS, GEORGE, Oilman, 11 Eden-pl., Old Kent-rd. Mar. 24, at 11; Basinghall-st.

PEARSON, LEVI, Wholesale Grocer, Rochdale, Lancashire. Mar. 23, at 12; Manchester.

PINCHES, THOMAS, Builder, Walsall, Staffordshire. Mar. 30, at 10.30; Birmingham.

RUSSELL, WILLIAM HUGH (Warren, Russell & Co.), Blacking Manufacturer, 30 Strand. Mar. 20, at 11.30; Basinghall-st.

SMITH, JOHN, Dealer in Drugs, Sheerness. Mar. 20, at 1.30; Basinghall-st.

SOLOMON, GEORGE NATHANIEL, Merchant, 14 Euston-pl., New-rd. Mar. 23, at 11.30; Basinghall-st.

STEVENSON, JAMES, Brewer, Wandsworth-rd. Mar. 23, at 2; Basinghall-st.

WILSON, KNOWLTON, Surgeon, Sheffield. Mar. 21, at 10; Sheffield.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Feb.* 24, 1857.

FIRMSTON, THOMAS, Builder, Shrewsbury. Feb. 19, 3rd class.

HADWEN, ISAAC JAMES, & JAMES LAMONT M'GREGOR (Hadwen, M'Gregor, & Co.), Merchants, Liverpool and Havannah. Feb. 16, 1st class.

ROBERTSON, CHARLOTTE, Licensed Victualler, The Queen Catherine, 4 Brook-st., Ratcliff, Middlesex. Feb. 17, 1st class.

FRIDAY, *Feb.* 27, 1857.

BERRY, RICHARD, Innkeeper, Ormskirk, Lancashire. Feb. 19, 2nd class.

BOWDEN, JOHN, Brewer, 10 Victoria-grove, Brompton, and York Hotel, Pullen's-row., Islington. Feb. 20, 2nd class.

CORBETT, WILLIAM, Coal Merchant, East Dean and Newnham, Gloucestershire. Feb. 24, 2nd class.

HORNER, ELIZA, Cabinet Maker, Manchester. Oct. 29, 1856, 3rd class.

HUNT, FREDERIC TREEN, Warehouseman, 72 Watling-st. Feb. 19, 2nd class.

JOHNSTON, ROBERT, & JAMES JERRAM PRATT, Merchants, 12 Billiter-sq. Feb. 20, 2nd class.

RADNOR, ROBERT, Maltster, Presteign, Radnorshire. Feb. 24, 3rd class.

REID, JAMES, Tailor, Liverpool. Feb. 19, 2nd class.

SCOTT, ABRAHAM, Ironmonger, Manchester. Feb. 18, 2nd class.

Insolvents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *Feb.* 20, 1857.

ALLEN, THOMAS, Dairyman, 32 Hereford-st., Stafford-st., New-rd. Mar. 9, at 11. *C. Com.* Law.

BECKLEY, BENJAMIN, Inspector of Stamp-duties in the Inland Revenue Office, 5 Graham-st., Eaton-sq. Mar. 7, at 11. *Com.* Phillips.

BRYANT, EDWARD, Beer-shop-keeper and Conductor of an Omnibus, Cherry Tree Beer-shop, 9 Grove-vale, Camberwell. Mar. 9, at 11. *C. Com.* Law.

DRAPPER, JOHN, Licensed Victualler, 82 New Church-st., Bermondsey. Mar. 6, at 11. *C. Com.* Law.

LAWRIE, WILLIAM, Manager to a Carman, 26 New Union-st., Moor-la., Moorfields (theretofore of 3 Glaucus-st., Devon-la., Bow, Commission Agent). Mar. 6, at 11. *C. Com.* Law.

MARCH, ALFRED, Baker, 5 High-st., Barnes. Mar. 9, at 11. *C. Com.* Law.

PACKMAN, FRANK JAMES WILSON (known as Dr. Frank Packman), Doctor of Medicine and Inventor of the Anti-garotte or Armed Glove, 2 Glasshouse-st., Regent-st. Mar. 6, at 11. *C. Com.* Law.

PARRY, THOMAS WILLIAM, Optician, 24 Holywell-st., St. Clement's Danes. Mar. 9, at 11. *Com.* Phillips.

PECH, JAMES, Professor of Music and Organist, 28 Tavistock-pl., Tavistock-sq. Mar. 9, at 11. *Com.* Phillips.

SARGEANT, DURHAM, out of business, 61 Clark-st., Jubilee-st., Commercial-rd. East (formerly of 24 Sydney-pl., Commercial rd. East, Tailor). Mar. 7, at 11. *Com.* Phillips.

STRONG, SAMUEL, jun., out of employ, 22 Porteus-rd., Maida-hill West (formerly of Woking, Surrey, Brewer's Clerk). Mar. 6, at 11. *C. Com.* Law.

WIDDERS, JAMES DANIEL, Furniture and Fixture Dealer, 4 Salmon's-la., Limehouse. Mar. 9, at 11. *Com.* Phillips.

TUESDAY, *Feb.* 24, 1857.

BAKER, JOHN FRANK, Clerk in St. Katharine's Dock Company. 18 Richmond-st., St. George's-rd., Southwark. Mar. 11, at 10. *Com.* Murphy.

BISHOP, JAMES (James Bishop & Co.), Carpenter, 3 Caroline-pl., City-rd. Mar. 11, at 10. *Com.* Murphy.

CLARK, THOMAS, Secretary and one of the Committee of the National Insurance Friendly Society, 19 King's-rd., Bedford-row. Mar 11, at 10. *Com.* Murphy.

COOPER, THOMAS GEORGE, Silk Dresser, 29 Mansfield-st., Kingsland-rd. Mar. 12, at 11. *Com.* Phillips.

DYKE, HENRY, out of business, 1 Westmoreland-pl., City-rd. (formerly of 13 Princess-rd., Bermondsey-wall, Southwark, Baker). Mar. 11, at 10. *Com.* Murphy.

GOLDING, JOHN, Tailor, 43 Marchmont-st., Brunswick-sq. Mar. 11, at 11. *C. Com.* Law.

HARRISON, WILLIAM, sen., Bread and Biscuit Baker, Upper Mitcham, Surrey. Mar. 11, at 10. *Com.* Murphy.

MARTIN, GEORGE, Licensed Cab Driver, 3 Chad's-row, Gray's-inn-rd. Mar. 11, at 10. *Com.* Murphy.

PORTER, PALMER WILLIAM, Furniture Broker, Heathen-st., Kingston-upon-Thames. Mar. 11, at 10. *Com.* Murphy.

PRICE, NATHANIEL, Surveyor to an Insurance Company, 1 Philip-ter., Philip-la., Tottenham. Mar. 12, at 11. *Com.* Phillips.

SAYER, WILLIAM, Solicitor's Clerk, 54 Mornington-rd., Regent's-pk. Mar. 11, at 11. *C. Com.* Law.

THOMAS, JOHN, Tailor, 18½ Charles-sq., Hoxton. Mar. 12, at 11. *Com.* Phillips.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *Feb.* 20, 1857.

BAGLEY, RICHARD BOYLE (known as Captain Bagley), Gentleman, 23 Richmond-st., St. George's-rd., Southwark. Mar. 6, at 10. *Com.* Murphy.

BULL, RICHARD WADE, Manager to a Corn and Coal Dealer, High-st., Mortlake. Mar. 6, at 10. *Com.* Murphy.

CARTER, ALBINUS, Notary and Custom-house Agent, 48 Gough-st., Stainsby-rd., Poplar, and 77 Lower Thames-st. Mar. 9, at 11. *Com.* Phillips.

COX, HENRY (sued with Henry Carthy), Chemist and Druggist, 44 Strutton-ground, Westminster (formerly of 2 Edward-st., Wardour-st., in partnership with Carthy as Chemists and Druggists). Mar. 7, at 11. *Com.* Phillips.

CRIPPS, JOHN THOMAS, Carpenter, 1 Arthur-st., King's-rd., Chelsea. Mar. 7, at 11. *Com.* Phillips.

DAVIS, WILLIAM, Potato Salesman, 40 Red-Lion-st., Spitalfields-market. Mar. 6, at 11. *C. Com.* Law.

HITCHMAN, GEORGE, Manager to a Coal and Potato Dealer, 139 Upper Whitecross-st., St. Luke's. Mar. 6, at 11. *C. Com.* Law.

HOARE, CHARLES, Clerk to a Wholesale Sugar Dealer, 2 Grosvenor-cots., Grosvenor-rise, Walthamstow. Mar. 6, at 10. *Com.* Murphy.

JUHASZ, JOSEPH DE, out of employ, 21 Frith-st., Soho-sq. (formerly of 10 Bertholf-st., Colchester, Captain in the 5th Light Infantry, British German Legion). Mar. 7, at 11. *Com.* Phillips.

KERRIDGE, HENRY, out of business, Crown Prince Beer-shop, Mary-st., Hoxton Old Town (previously of the Old Anchor Public-house, Moulsham, Chelmsford, Fruit, Potato, and Pea Dealer). Mar. 7, at 11 *Com.* Phillips.

LANE, EDWARD SMALLWOOD, Agent to a Felt Manufacturer, Wilton-lodge, New-rd., Hammersmith, having warehouses at 87 Cannon-st. West and 30 London-wall. Mar. 6, at 11. *C. Com.* Law.

O'KEEFE, VIVIAN, out of business, 37 Bedford-pl., Southwark-bridge-rd. (formerly of the Angel and Sun Public-house, 285 Strand, Wine Merchant). Mar. 6, at 10. *Com.* Murphy.

OLLARD, FREDERICK, Solicitor's Clerk, Strenton-st., Old Kent-rd. Mar. 7, at 11. *Com.* Phillips.

PROVINCE, ROBERT, Tailor, Fore-st., Upper Edmonton. Mar. 6, at 11. *C. Com.* Law.

WILLIAMS, JOHN, Engineering and Commission Agent, 50 Bernard-st., Russell-sq., his family now residing at 56 Nelson-sq., Blackfriars-rd. Mar. 6, at 11. *C. Com.* Law.

TUESDAY, *Feb.* 24, 1857.

BISHOP, ALEXANDER GORDON JOHN, Clerk, 5 Weymouth-ter., New Kent-rd. Mar. 11, at 11. *C. Com.* Law.

MAXWELL, WILLIAM MAHON, out of business, 1 Minerva ter., Brixton-rd., Brixton (formerly of 8 Dynevor-pl., Swansea, Colliery Proprietor). Mar. 10, at 10. *Com.* Murphy.

SABIN, JOHN, out of business, 35 Gt. St. Andrew-st., Seven-dials (formerly of 88 Dudley-st., Bloomsbury, Bird and Canine Dealer). Mar. 11, at 11. *C. Com.* Law.

SEARLE, CHARLES, Grocer, North-st., Barking, Essex. Mar. 10, at 10. *Com.* Murphy.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *Feb.* 24, 1857.

BOWMAN, ROBERT, Potato Merchant, Gallowgate, Newcastle-upon-Tyne. Mar. 10, at 1; Newcastle.

BROCKLISS, JOHN, in no business, 2 East-st., Osney New Town, Oxford (formerly of 1 Paradise-sq., 20 New Inn, Hall-st., Oxford, Miller). Mar. 12, at 10; Oxford.

CHAFFIN, WILLIAM MATHEW, Printer and Stationer, Milborne Port, Somersetshire. Mar. 16, at 11; Wincanton.

CLEMENTS, ROBERT, Earthenware Dealer, 28 Cleveland-sq., Liverpool. Mar. 3, at 12; Liverpool.

CUSS, HENRY, Clerk and Timekeeper, 13 Ebenezer-pl., Openshaw, near Manchester. Mar. 16, at 12; Manchester.

HARVEY, ALEXANDER MAXTONE, Book-keeper and Commission Agent, 13 Fortune-st., Livesey-st., Oldham-rd., Manchester. Mar. 16, at 12; Manchester.

HAYNES, EDWIN ROBERT, Plumber, Evesham, Worcestershire. Mar. 20, at 2; Evesham.

HOBLEY, WILLIAM, Licensed Victualler, Seven Stars Inn, St. John's-st., Coventry. Mar. 9, at 12; Coventry.

HORTOP, JOHN, Builder, Mary-st., Taunton. Mar. 10, at 10; Taunton.

JONES, EDWARD, Bricklayer, 23 Back Bond-st., Liverpool. Mar. 3, at 12; Liverpool.

LAWRENCE, JOSEPH, Cabinetmaker, 3 East-st., Southampton. Mar. 7, at 10; Southampton.

LIDDELL, ROBERT, Licensed Victualler, Port Mahon Public-house, St. Clements, Oxford. Mar. 12, at 10; Oxford.

MARSH, EDGAR FAIRBAIRN, Linendraper, Chipping Sodbury, Gloucestershire. Feb. 28, at 11; Chipping Sodbury.

MAUGHAN, THOMAS, Merchant Tailor and Beer-house-keeper, New Mills, Barrack-rd., Newcastle-upon-Tyne. Mar. 10, at 1; Newcastle.

OLIVER, WILLIAM, Dealer in Butter, 10 Richmond-st., Newcastle-upon-Tyne. Mar. 10, at 1; Newcastle-upon-Tyne.

OXLEY, THOMAS, Grocer, 47 High-st., Bristol. Mar. 25, at 10.30; Bristol.

PAYNE, MATTHIAS, Ribbon Weaver, Bradford-st., Hill-fields, Coventry. Mar. 9, at 12; Coventry.

PEACEY, FREDERICK, Grocer, Evesham, Worcestershire. Mar. 20, at 2; Evesham.

REID, ROBERT, Beer-house-keeper, Rupert-st., Liverpool. Mar. 3, at 12; Liverpool.

RUTHERFORD, TIMOTHY, Joiner, Newtown, Carlisle. Mar. 12, at 10; Carlisle.

SMITH, GEORGE, Fishmonger, Hungerford, Berks. Mar. 10, at 1; Hungerford.

SMITH, THOMAS RUSSELL, Journeyman Joiner, 18, Leyland-st., Edge-hill, West Derby, Lancashire. Mar. 3, at 12; Liverpool.

SMITH, WILLIAM, Porter, 45 Duke-st., Everton, Liverpool. Mar. 3, at 12; Liverpool.

STRINGER, SAMUEL, Printer, St. John's Bridge, Burgess, Coventry. Mar. 9, at 12; Coventry.

WAINWRIGHT, JOHN, Corn Miller, Thorne, Yorkshire. Mar. 9, at 1; Thorne.

WEBSTER, EDWARD, Carver, 83 St. Sidwell-st., Exeter. Mar. 10, at 10; Exeter.

FRIDAY, *Feb.* 27, 1857.

ADAMSON, THOMAS, Builder, Whickham, Durham. Mar. 16, at 10; Gateshead.

ADLINGTON, THOMAS, Licensed Victualler, Victoria Tavern, Gravesend. Mar. 6, at 10; Gravesend.

BARRY, JOHN, Jun., out of business, 9 Grey-ter. (lately in co-partnership with John Frost Rodd as Ship Brokers, 137 High-st., Bishop Wearmouth, Sunderland). Mar. 18, at 10; Sunderland.

CURTIS, JOB, 1 Tamworth-pl., Cheltenham-rd, Bristol. April 1, at 10.30; Bristol.

DAVIS, JOSEPH, Journeyman Grocer, 4 Bridge-st. Leicester (formerly of 20 York-st, Welford-rd., Grocer). Mar. 18, at 10; Leicester.

FARNSWORTH, THOMAS, Baker, Pinxton, Derbyshire. Mar. 14, at 10; Alfreton.

GRIFFITHS, JOHN, Innkeeper, Llanidloes, Montgomeryshire. Mar. 24, at 11; Llanidloes.

HAMPTON, GEORGE, Foreman to the Masons at Norton Iron Blast Furnaces, Tees-st., Stockton-upon-Tees. Mar. 10, at 10; Stockton.

HARRISON, WILLIAM, Grocer, Market-place, Howden, Yorkshire (now out of business). Mar. 26, at 12; Howden.

HEARSON, HENRY, Retired Master Mariner, Newport, Bishop's Tawton, Devon. Mar. 4, at 10; Barnstaple.

HEWETT, Rev. JOHN WILLIAM, Head Master of All Saints Grammer School. Feb. 14, at 9; Banbury.

HORN, ELIZABETH, Widow, Dressmaker and Milliner, Coventry-st., Kidderminster. Mar. 25, at 10; Kidderminster.

HOTHER, GEORGE, Surgeon, Lindfield, Sussex. Mar. 19, at 12; Cuckfield.

HUNTER, ROBERT, Mason, Wardley, Heworth, Durham. Mar. 16, at 10; Gateshead.

INGLEDEW, GEORGE, Baker and Retailer of Beer, 92 Carlton-st., Brighton. Mar. 7, at 10; Brighton.

JACKSON, MYERS, Discounter of Seamen's Advance Notes. 38 Wapping-st., South Shields. Mar. 19, at 10; South Shields.

JORDISON, WILLIAM, Farmer, Park, Darlington, Mar. 11, at 10; Darlington.

KAY, THOMAS CATTERSON, Plumber and Glazier, Hutton, near Rudby, Yorkshire. Mar. 20, at 11; Stokesley.

LAW, JAMES WALKER, Painter and Paper Hanger, Cross-st., Sale-moor, Cheshire. Mar. 6, at 10.30; Altrincham.

LLOYD, SAMUEL, Tailor, Coal Brook Dale, Madely, Salop. Mar. 14, at 10; Madeley.

MEE, JOHN, Fancy Hosier, 19, Belvoir-st., Leicester. Mar. 18, at 10; Leicester.

MINTER, JOHN, Innkeeper, Smack Inn, Key-st., Ipswich. Mar. 12, at 10; Ipswich.

POOR, JAMES, Licensed Victualler, George Inn, Thomas-st., Bristol. Mar. 18, at 10.30; Bristol.

PULLEN, WILLIAM, Dealer in Underwood, Crownpits, Godalming. Mar. 9, at 12; Godalming.

PUNTON, BENJAMIN, Licensed Victualler, Crow Trees Inn, Swallwell, Durham. Mar. 16, at 10; Gateshead.

RICHARDS, WILLIAM, jun., Lynton, Devonshire. Mar. 4, at 10; Barnstaple.

RYAN, JOHN, Draper, Aberford, Tadcaster, Yorkshire. Mar. 14, at 9.30. Wetherby.

SAYER, INGRAM THOMAS, Grocer, 55a, Arthur-st., Gravesend. Mar. 6, at 10; Gravesend.

STANWORTH, JOHN, Working Collier, Wordsley, Staffordshire. March 13, at 10; Stourbridge.

TURNER, GEORGE, Jun., out of business, Wetherby, Yorshire (formerly Innkeeper). Mar. 13, at 11; Knaresborough.

WATKINS, DAVID, Confectioner, 252 Bute-st., Cardiff. Mar. 18, at 10; Cardiff.

WHITFIELD, WILLIAM, Overlooker of Workmen, Eslar Cottages, Normanby, Yorkshire. Mar. 20, at 11; Stokesley.

WILFORD, THOMAS, Greengrocer, 6 & 8 West-st., Kingston-upon-Hull. March 13, at 10, Kingston-upon-Hull.

WILLIAMS, THOMAS (formerly Beer-house-keeper), out of business, Middlesbrough, N. R. Yorkshire. Mar. 10, at 10; Yorkshire.

WILLIAMSON, CHARLES ADAMS ROGERS, Pork Butcher, Leighton Buzzard, Bedfordshire. March 18, at 10; Leighton Buzzard.

WOODALL, JOHN, Publican, Brierley-hill, Kingswinford, Staffordshire. March 30, at 10; Stourbridge.

WOOLLEY, JOHN, Fruiterer and Farmer, High-st., Tonbridge. Mar. 20, at 10; Tonbridge.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.

FRIDAY, *Feb.* 20, 1857.

FLINT, JOHN, jun., Grocer, Bath-st., Ilkeston, Derbyshire. Mar. 10, at 10; Nottingham.

FORSTER, THOMAS, Draper, 4 Blackwell-gate, Darlington. Mar. 6, at 10; Durham.

LEVY, ABRAHAM, Clothier, 5 Thrift-st., South Shields. Mar. 10, at 1; Newcastle-upon-Tyne.

PANNELL, HENRY, Licensed Retailer of Beer and Builder, Landport-st., Landport, Southampton. Mar. 17; Winchester.

ROBERTS, JOHN, out of business, Freemason's Tavern, St. Margaret's-st., Canterbury (formerly of 3 Harbour-st., Ramsgate, Carver and Gilder). Mar. 11, at 10; Canterbury.

TURNER, JAMES, Able Seaman, 11 Cornwall-st., Devonport. Mar. 10, at 10; Exeter.

WILLIAMS, DAVID, Butcher, 27 High-st., Rhyl, Flintshire (previously of Greenfield, Trefnant, Farmer). Mar. 10, at 11; Mold.

TUESDAY, *Feb* 24, 1857.

ABLITT, EDWARD JOSEPH, out of business, Bell Tavern, High-st., Canterbury (formerly of Friar-st., Sudbury, Suffolk, Tea Dealer). Mar. 11, at 10; Canterbury.

BALLARD, JOHN, sen., out of business, 29 Tontine-st., Folkestone (formerly of the Druids' Arms, Blue Town, Sheerness, Licensed Victualler). Mar. 11, at 10; Canterbury.

BRADLEY, JOHN, in no business, Obridge, Taunton (previously of Pitt Farm, Sampford Peverell, Devon, Farmer). Mar. 10, at 10; Taunton.

BROWN, JAMES, Cooper and Broker, 19 Simpson-st., Sandford-la., Newcastle-upon-Tyne. Mar. 10, at 10; Newcastle-upon-Tyne.

CHADWICK, ALFRED JAMES, in no business, Duke of York Public-house, Baptist Mills, and 22 Union-st., Bristol (formerly of Frogmore-st., Bristol, Journeyman Hatter). Mar. 11, at 10.30; Bristol.

CHURCHYARD, ROBERT, Carpenter and Beer-house-keeper, Thorndon, Suffolk. Mar. 12, at 10; Ipswich.

CLARK, JOHN, Grocer, 12 Monmouth-st., Bath. Mar. 10, at 10; Taunton.

CURTIS, MATTHEW, Boot and Shoe Maker, Patrington. Mar. 13; Kingston-upon-Hull.

DAVIS, FREDERICK WILLIAM, Journeyman Blacksmith and Beer-house-keeper, at Bristol Arms Inn, Caroline-st., Cardiff. Mar. 10, at 10; Taunton.

DENDY, CHARLES, Tailor, Gilwern, Llanelly, Brecon. Mar. 10; Brecon.

GOWER, JAMES, Castle Tavern, Butchery-la., Canterbury (formerly of Hythe, Licensed Victualler, and Journeyman Carpenter and Timber Dealer). Mar. 11, at 10; Canterbury.

GUY, ROBERT, Cowkeeper, Spring-st., Newcastle-upon-Tyne. Mar. 10, at 10; Newcastle-upon-Tyne.

HAWKINS, GEORGE FREDERICK, Commission and General Agent, Freemason's Tavern, St. Margaret's-st., Canterbury (formerly of 31 Mildmay-st., Balls-pond-rd., Islington). Mar. 11, at 10; Canterbury.

HUMPHRY, SIMON, out of business, 7 Bridge-st., Cardiff (formerly of Puriton, Somersetshire, Beer-house-keeper). Mar. 10, at 10; Taunton.

LAMB, HENRY WILLIAM, Rose Hotel, High-st., Canterbury (formerly one of the Officers of the Insolvent Debtors' Court; a Director of the General Indemnity Insurance Co., Charlotte-st., Portland-pl.; and Chairman of the Investment and Mutual Loan Fund Association, Duke-st., Adelphi). Mar. 11, at 10; Canterbury.

PARSONS, JAMES, Draper's Assistant, 17 Corridor, Bath. Mar. 10, at 10; Taunton.

PLACE, JOHN, out of business, St. Anthony's, Newcastle-upon-Tyne (previously of Byker High Pit Farm, near Byker, Farmer and Builder). Mar. 10, at 10; Newcastle-upon-Tyne.

RABBINOURTZ, ALEXANDER, Ship and Commission Agent's Clerk, 1 Arnell-st., Lowestoft. Mar. 12, at 10; Ipswich.

ROBERTS, JOHN, Boot and Shoe Maker, 7 High-st., Rhyl, Flintshire. Mar. 10, at 11; Mold.

SEVIER, DANIEL, out of business, Chew Magna, Somerset (previously of Chew Magna, Miller, Baker, and Farmer). Mar. 10, at 10; Taunton.

WHITAKER, ROBERT, out of business, Fox and Lamb Public-house, Pilgrim-st., Newcastle-upon-Tyne (formerly of Middlewood, near Rochdale, Farmer and Woollen Manufacturer). Mar. 10, at 10; Newcastle-upon-Tyne.

WILSON, CHARLES ELLISTON, not in business, Ipswich (formerly of 5 Albany-st., Regent's-pk., Bookseller). Mar. 12, at 10; Ipswich.

MEETINGS.

FRIDAY, *Feb.* 20, 1857.

FEARNSIDES, JOSHUA LAW, deceased, Queen's-pl., Leeds. Mar. 9, at 10, at B. Chadwick's offices, Market-pl., Dewsbury, to agree when, where, and how his share, equity of redemption, and interest in certain freehold cottages shall be sold.

FRIDAY, *Feb.* 17, 1857.

BILLCLIFF, JOSHUA, Blacksmith, Batley, Leeds. Creditors to meet at the White Lion, Dewsbnry, on Mar. 16, at 4, to determine whether suits shall be commenced for setting aside certain deeds, &c.

DIVIDENDS.

FRIDAY, *Feb.* 20.

ELLIS, JOHN HUGHES, Anglesey, North Wales (discharged in 1846). 20*s.* in the pound. At Nicholls & Clark's, Solicitors for the Assignee, 9 Cook's-ct., Lincoln's-inn.

TUESDAY, *Feb.* 24, 1857.

COOPER, HANNAH, at County Court Office, Albion-st., Shelton, Staffordshire, any day between 10 and 4. 1*s.* 9½*d.*

At ASSIGNEES OFFICE, 5 *Portugal-st., between* 11 *and* 3.

FERGUSON, WILLIAM KENYON, 71 Oldham-rd., Manchester. 20*s.*

GROOM, EDMUND, Grocer, 48 Whitcomb-st., Leicester-sq. 1*s.* 7*d.*

JOHNSON, JOSEPH, Wholesale Clothier, 4 Dock-st., Leman-st., Whitechapel. 3*s.* 5½*d.*

MASKELL, JOHN, Attorney, 7 Aston-pl., Holloway-rd. 7¾*d.*

MAUNDER, GEORGE, Uplowman, Devonshire. 1*s.* 3*d.*

MILLER, JAMES, Attorney, Englefield-green, Surrey. 1¼*d.*

MURRAY, JAMES, Lieut. R.N., h.-p., 5 Park-pl. Cottages, Peckham. 2*s.* 9*d.*, making 20*s.*

OLDCORN, JOHN, Farmer, Crooklands, Kendal. 4*s.* 7*d.*

POAD, JOHN, Purser, 3 Friars-walk, Exeter. 4*s.* 2*d.*, making 17*s.* 10½*d.*

POINTON, MARY SOPHIA, Widow, 2 Wilson-st., Deptford. 4*s.*, making 8*s.*

WELCH, JAMES, Farmer, Coombe Farm, Bradninch, Devonshire. 6*s.* 8*d.*

WRIGHT, URIAH, Carpenter, 166 Lambeth-walk, Surrey. 5½*d.*

Assignments for Benefit of Creditors.

TUESDAY, *Feb.* 24, 1857.

ASH, GEORGE, Coal Merchant, Ivy-st., Green-la., Southsea. Jan. 27. *Trustees*, G. G. Pulmer, Brewer, King-st., Southsea; Ann Ash, Widow, Landport-rd., Landport, Southampton. *Sol.* Stening, Portsea.

COWAN, JOHN (Cowan & Co.), Cheesemonger, Newcastle-upon-Tyne and Sunderland. Feb. 6. *Trustees*, B. Bigger, Provision Merchant, and G. Sisson, Merchant, Newcastle-upon-Tyne. *Sol.* Hoyle, 30 Grey-st., Newcastle-upon-Tyne.

EDWARDS, GEORGE, Grocer, Hurst-green, Salehurst. Feb. 14. *Trustees*, C. Arkcoll, Grocer, Maidstone; T. E. Kenward, Draper, Battle, Sussex. Indenture lies at house of T. E. Kenward, Battle.

PARSONS, WILLIAM, Draper, Evesham, Worcestershire. Feb. 11. *Trustees*, T. Parsons, Gent., Stroud, Gloucestershire; W. White, jun., Warehouseman, Cheapside. *Sols.* Winterbotham, Stroud; and Mason, 7 Gresham-st., London.

WATSON, JOSEPH, Warehouseman, 2 & 3 Watling-st. Feb. 13. *Trustees*, E. Fisher, Gent., 1 Chester-villas, Canonbury-park; J. H. Clarke, Warehouseman, 91 Watling-st. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside.

WESTWOOD, ROGER THOMAS, Victualler, Green Man Inn, Harborne, Staffordshire. Feb. 20. *Trustee*, J. Hilliard, Silversmith, Heath-rd., Harborne. *Sol.* Robinson, Birmingham.

FRIDAY, *Feb.* 27, 1857.

CULCHETH, WILLIAM, Shoe Manufacturer, Daventry, Northamptonshire. Feb. 6. *Trustee*, W. Dickins, Shoe Manufacturer, Daventry. *Sols.* Messrs. Welchman, Daventry.

FURNESS, THOMAS, Publican, Bull Inn, Sonning Town, Berks. Feb. 4. *Trustees*, W. C. Pitman, Brewer, Goring, Oxfordshire; Lewis Cooper, Wine and Spirit Merchant, Reading, Berks. *Sol.* Roberts, Wokingham, Berks.

HILL, JACOB, Cloth Merchant, Huddersfield. *Trustee*, J. Jessop, Attorney's Clerk, Dewsbury, York. *Sols.* Scholes & Son, Dewsbury.

JOHNSON, ROBERT (R. Johnson & Son), Warehouseman, Watling-st. Feb. 14. *Trustees*, W. Bacon, Warehouseman, Compton-st., Soho; J. Keighley, Warehouseman, Foster-lane. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside.

LOMAX, JAMES, JAMES HOWARTH, JOHN ENTWISTLE, & THOMAS HOWARTH, Spindle and Fly Makers, Heywood, Lancashire. Feb. 17. *Trustees*, H. E. Leo, Gent., Manchester; S. Syddall, Farnworth, Lancashire. Indenture lies at offices of Caster & Co., Accountants, 14, St. Ann's-sq., Manchester.

SOUTHAM, BASIL, Tailor, 22 Poland-st., and 62 Burlington-arcade. Feb. 2. *Trustee*, J. P. Bull, Woollen Warehouseman, St. Martin's-lane; *Sol.* Wild, 10½, Ironmonger-lane.

Partnerships Dissolved.

TUESDAY, *Feb.* 24, 1857.

BINNS, JESSIE, & JONAS FOSTER, jun., Worsted Spinners, Midgeholme Mill, Haworth, Bradford. Debts received and paid by Binns. Oct. 6.

BIRCH, WILLIAM SINGLETON, & THOMAS KNOWLES ORME (Birch & Co.), Wharfingers, Manchester. Aug. 17.

BOOTH, JOHN, & PEARSON SMITH, Engineers, Hulme, Lancashire. Debts received and paid by Smith. Feb. 17.

CADMAN, WILLIAM, JOHN GLEDHILL, & GILES BARRANS (Cadman & Co.), Stone Masons, Heckmondwike. Debts received and paid by Cadman. Feb. 19.

CALDCLEUGH, GEORGE, & JOHN CALDCLEUGH, Ironmongers, Durham. Debts received and paid by J. Caldcleugh. Dec. 31.

CALVER, WALTER, & EDWARD CALVER (Walter & Edward Calver), Proprietors of the Marionette Theatre, Bradford, Yorkshire. Feb. 16.

CHRISTIE, CHAS. C., DAVID ANDERSON, & JNO. ANDERSON (Christie, Anderson, & Co.). Dec. 31.

CLARK, WILLIAM NICHOLAS, & MARY GIFFORD (formerly Mary Clark, Spinster), (Mary & William Nicholas Clark), Drapers, Castle Cary, Somersetshire. Feb. 20.

COTTON, WILLIAM, & THOMAS WATERHOUSE BARLOW, Manufacturers of Earthenware, Longton, Staffordshire. Debts received and paid by Barlow. Nov. 11.

CROW, WILLIAM, & MARK BEAN, Plumbers, 5 White Horse-pl., Mile End, and 5 Old Manor-rd. Feb 20.

EASTON, CHARLES, & GEORGE EASTON, Bricklayers, Reigate, Surrey. Debts received and paid by C. Easton. Feb. 21.

FOSTER, WILLIAM, GEORGE HALL, & SAMUEL COLLINS (Foster & Co.), Plasterers, Halifax. Debts received and paid by W. Foster. Feb. 20.

GILBERT, EDOUARD ETIENNE, & VICTOR DESIRE NICOD (Gilbert & Nicod), Importers of Fancy Porcelain Goods, and Moderator Lamps, 48 Regent-st., and 21 Faubourg du Temple, Paris. Feb. 20.

GILBERT, JAMES, & GEORGE WATTS, Iron Founders, Penzance. Debts received and paid by Gilbert. Feb. 21.

GREEN, JOHN, & WILLIAM WILKINSON DRAYTON, Stay Manufacturers, 79 Newgate-st. Nov. 27.

HOLMAN, THOMAS, & JOHN THOMAS ALDRED, Drapers, Plymouth. Jan. 31.

HOYLAND, GEORGE WILLIAM RIVERS, FREDERICK HOYLAND, & JOHN HOYLAND, Tailors, Sheffield; as respects F. Hoyland. Oct. 31.

KEIGHLEY, EDWIN HOLMES, & JOHN PHILLIP FISENDEN (Keighley, Fisenden, & Co.), Coal Merchants, 2 Wharf-rd., King's-cross. Feb. 23.

KNIGHT, WILLIAM, & WILLIAM BARTER, Biscuit Bakers, 77 & 78 Tooley-st., Southwark. Debts received and paid by Knight. Dec. 31.

LOWRY, PRISCILLA, & JAMES DARNELL, Stay Manufacturers, 69 Pennyfields, Poplar. Debts received and paid by Lowry. Feb. 21.

LOWTHER, JOHN, & ISAAC BOWMAN, Engineers, St. Lawrence, Newcastle-upon-Tyne. Feb. 18.

M'LEAN, THOMAS, & DANIEL PARTRIDGE, Upholsterers, 35 South Audley-st. Debts received and paid by M'Lean. Feb. 20.

MARKS, LEWIS, & DAVID MARKS (Marks & Co.), Paper Stainers, 2 Great Queen-st., Lincoln's-inn-fields. Debts received and paid by D. Marks. Feb. 24.

MURRAY, ROBERT, & WILLIAM EDGAR, Drapers, Blackburn, Lancashire. Debts received and paid by Murray. Feb. 14.

NASMYTH, GEORGE, & ANNE HOARE BOYD (Nasmyth & Co.), Consulting Engineers, 27 Bucklersbury. Feb. 11.

NEWNHAM, JAMES ASHBY, & WILLIAM GEVES (Newnham & Geves), Ship Store Dealers, Liverpool. Feb. 20,

NORTH, WILLIAM, & JOHN DENISON, Cloth Manufacturers, Yeadon, Yorkshire. Feb. 19.

PARKER, FRANCIS, & EDWARD FINNESEY, Wholesale Rag Dealers, North-st., Liverpool. Debts received and paid by Parker. Feb. 20.

PEACE, GEORGE ARKWRIGHT, & WILLIAM RICHARD TUCKWOOD, Builders, Radnor-st., Chelsea. Debts received and paid by Peace. Feb. 33.

ROBSON, WILLIAM, JOHN HAMILTON, THOMAS HAMILTON, jun., & JOHN WILLIAM HAMILTON (Hamilton & Robson), Gardeners, Carlisle and Botcherby. Feb. 18.

ROGERS, WILLIAM FREDERICK, & JOHN ERRIDGE SWIFT, Earthenware Manufacturers, Newcastle-upon-Tyne. Debts received and paid by Rogers. Oct. 4.

ROLLS, WALTER, RICHARD MATTHEWS, & CALEB SOUL, Wholesale Perfumers, 75 Watling-st. Feb. 24.

SLAUGHTER, WILLIAM, & WILLIAM PLOMLEY, Veterinary Surgeons, Maidstone. Dec. 31.

SMITH, JOHN LEE, & RICHARD MARKINGFIELD KIRKBY (John Lee Smith & Co.), Grocers, Kingston-upon-Hull. Jan. 2.

TOLSON, JAMES, JOHN BEAUMONT, Kirkheaton, near Huddersfield, & THOMAS NORTH, Huddersfield, Woollen Manufacturers. From September last.

WETHERFIELD, JOHN, & JAMES DUNCAN, Surgeons, Henrietta-st., Covent-garden. Feb. 21.

YEOWARD, JOSEPH, & JOHN FORWOOD TAFE, Ship Brokers, Drury-bldgs., Water-st., Liverpool, Feb. 21.

FRIDAY, *Feb.* 27, 1857.

BAILEY, WILLIAM, & THOMAS COLLINSON, Authors and Joint Proprietors of the Gradatory Series of Copy-books published by Groombridge & Sons, Paternoster-row. Dec. 31, 1855.

BARNARD, JOHN, & GEORGE WILLIAM BARNARD, Attorneys and Solicitors, 14 York-rd., Lambeth. Feb. 25.

BENTLEY, GEORGE, & JAMES BINKS (Bentley & Co,), Grocers, Wetherby, Yorkshire. Feb. 24.

BROWN, JOHN, & DAVID HEALEY, Rag Merchants, Batley, Yorkshire. Oct. 18, 1856.

BUTLER, WILLIAM JAMES, & JOSEPH WILSON MORGAN, Wholesale Stationers, Baldwin-st., Bristol. Jan. 31.

CLARKE, JOHN, & THOMAS NORTON, Brickmakers, Leicester. Debts received and paid by G. Webb, 5 Humberstone-gate, Leicester. Feb. 21.

CLAUGHTON, WILLIAM, THOMAS EVINSON, & CLAY JACKSON (Claughton & Co.), Wholesale and Retail Chemists and Druggists, Chesterfield, Derbyshire; as regards Evinson. Feb. 26.

CLIFTON, MARY, & GEORGE WALKER CLIFTON (Clifton & Son.), Wine Merchants, 37 Jewry-st., Aldgate. Debts received and paid by G. W. Clifton. Dec. 31, 1856,

COCKSHUTT, JOSHUA, & DAVID COCKSHUTT WILKINSON, Cotton Spinners, Bough Gap Mill, Colne, Lancashire. Debts received and paid by Wilkinson. Oct. 4, 1855.

COOPER, JAMES, & WILLIAM POTTER, General Merchants, 3 Copthall-chambers, Throgmorton-st. Feb. 20.

CROMPTON, THOMAS BONSOR, & JAMES PEARSON FLETCHER (T. B. Crompton), Cotton Spinners, Outwood, Lancashire. Debts received and paid by Crompton. Dec. 31, 1856.

DART, THOMAS, & JOSEPH H. DART (T. Dart & Co.), Merchants, Saint Michael's, Azores. July 31, 1856.

FORSTER, RICHARD, & CHARLES FORSTER, Firewood Merchants, 14 Wharf, South-side, Paddington. Feb. 24.

FORSTER, ROBERT STOWARD, & WILLIAM LAWSON, Cabinetmakers, South Shields. Feb. 3.

HOWARTH, GEORGE EDWARD, & JAMES M'ISAAC, Vulcan Cement Works, 1 Railway-arch, Caroline-st., Commercial-rd. East. Feb. 26.

JENKS, MARY, & ROBERT JENKS, Upholsterers, 54 & 55 Bread-st. Jan. 1.

JOWETT, NATHAN, & EDWARD PARKER (N. Jowett & Co.), Ironfounders, Leeds. Debts received and paid by Parker. Feb. 2.

KIRKHAM, DENNIS, & STEPHEN HOWARD, Cabinet Makers, Redwell-st., Norwich. Debts paid and received by Kirkham. Feb. 7.

MALLINSON, THOMAS, & ALLEN BROOKSBANK, Fancy Cloth Manufacturers, Almondbury, Huddersfield. Debts received and paid by Mallinson. Feb. 24.

MERCER, JOHN, & JAMES MERCER, Cotton Spinners and Cotton Manufacturers, Clitheroe and elsewhere, Lancashire. Debts received and paid by J. Mercer, & J. Mercer, jun. Feb. 18.

ROWLAND, JOSEPH, & JOHN BROWN, Electro-Platers and Gilders, Sheffield. Debts received and paid by Rowland. Feb. 20.

SCHOFIELD, GEORGE, & EDWARD SHAW, Grocers, Hyde, Cheshire. Debts received and paid by Shaw. Feb. 24.

SHEPHERD, GEORGE JOSEPH, JOSEPH SHEPHERD, & WILLIAM SHEPHERD, (G. Shepherd & Sons), Colliery Proprietors, Barugh, Darton, Yorkshire. Feb. 23.

SIMPSON, GEORGE WILLIAM, & SIDNEY WALLIS (Scott, Simpson & Co), 73 Gt. Tower-st. Feb. 26.

SMITH, THOMAS, WILLIAM BURGESS, & JOHN HADFIELD (T. Smith & Co.), Varnish and Colour Manufacturers, Chelmsford, Essex; as respects Burgess. Dec. 31, 1856.

SNOWDON, FREDERICK, & HENRY WATSON, Glass Bottle Manufacturers, Diamond Hall Bottle Works, Deptford, Durham. Debts received and paid by Snowdon. Jan. 1.

THACKER, GEORGE, & JOHN BROWN, Plumbers, Melbourne, Derbyshire. Debts received and paid by Brown. Feb. 16.

THOMSON, FRANCIS, & THOMAS CHAPMAN ARTHUR RYALLS, Pawnbrokers, 2 High-row, Kensington Gravel-pits. Jan. 29.

TURNER, THOMAS, JOHN RHODES WATSON, SAMUEL WALKER, & GEORGE TURNER (Watson, Walker, & Co.). Stuff Manufacturers, Caledonian Mill, Manchester-rd., Horton, Bradford, Yorkshire. Debts received and paid by Watson. Feb. 21.

WATTS, JOSEPH, & RICHARD WOODWARD, Drapers, Liverpool. Debts received and paid by Woodward. Feb. 8.

WILKINSON, THOMAS, & JONAS FOSTER, Worsted Spinners, Cliffe Mill, Bingley, Yorkshire. Debts received and discharged by Foster. Feb. 16.

WILSON, JAMES, & ANDREW JOHNSTON, Drapers, 78 St. George's-sq., Portsea. Feb. 25.

[*Extract from* Edinburgh Gazette, *Feb.* 24.]

TASKER, JAMES, ANDREW TASKER, & PATRICK TASKER (J. Hunter & Co.), Greenock, and (Hunters & Co.), St. John's, Newfoundland; as regards J. Tasker. Jan. 31.

Creditors under Estates in Chancery.

TUESDAY, *Feb.* 24, 1857.

CARR, MARY ANN (who died in May, 1856), Spinster, Park-st., Islington. Creditors to come in and prove their debts on or before March 18, at the Master of the Rolls' Chambers.

HALL, JOHN (who died Jan. 11, 1855), Merchant and Wheelwright, Hoveton St. John, Norfolk. Creditors to come in and prove their debts on or before March 23, at the Master of the Rolls' Chambers.

HOWLETT, GEORGE (who died in March, 1855), Shepherd, Heacham, Norfolk. Creditors to come in and prove their debts on or before March 17, at V. C. Kindersley's Chambers.

LEE, JAMES (who died in Dec., 1850), Carman, Stockwell, and King-st., Surrey. Creditors to come in and prove their debts on or before March 9, at V. C. Wood's Chambers.

LIGHTFOOT, ELIZABETH (who died in Nov. 1853), Widow, Markyate-st., Hertford. Creditors and incumbrancers to come in and prove their claims on or before April 3, at V. C. Stuart's Chambers.

MARTIN, GEORGE BOHUN (who died in Oct., 1854), Esq., Captain R.N., East Bridgford, Nottinghamshire, and Deptford, Kent. Creditors to come in and prove their debts on or before March 26, at V. C. Kindersley's Chambers.

MILLS, CATHERINE (who died in Sept., 1852), Spinster, Alvechurch, Worcestershire. Creditors to come in and prove their debts on or before April 3, at V. C. Stuart's Chambers.

REAY, HENRY (who died in April, 1852), Wine Merchant, 58 Fenchurch-st., and 33A New-st, Kennington-rd. Creditors to come in and prove their debts on or before March 20, at the Master of the Rolls' Chambers.

SKIPP, ANN (who died in July, 1851), Widow, Prior-lodge, Lydney, Gloucestershire. Creditors or incumbrancers to come in and prove their debts on or before March 23, at V. C. Stuart's Chambers.

SMITH, WILLIAM HENRY (who died in Nov. 1856), Great Ormond-st. Creditors to come in and prove their debts on or before March 18, at the Master of the Rolls' Chambers.

WOLFE, THOMAS (who died in the year 1819), Manufacturer of Porcelain, Stoke-upon-Trent. Creditors to come in and prove their claims on or before March 16, at V. C. Stuart's Chambers.

FRIDAY, *Feb.* 27, 1857.

BLANCHARD, RICHARD (who died in September, 1849), Farmer, Ince Blundell, Lancashire. Creditors to come in and prove their debts or claims on or before Mar. 25, at office of District Registrar, 1 North John-st., Liverpool.

CLARKE, JOHN (who died in Mar. 1855), Gent., Clarendon-sq., Leamington Priors. Creditors to come in and prove their debts on or before Mar. 28, at V. C. Wood's Chambers.

FREETH, JAMES EDWARD (who died in June, 1844), Lieut.-Col. 64th Reg., Plymouth, Devonshire. Creditors to come in and prove their debts on or before Mar. 19, at V. P. Wood's Chambers.

KELLAND, WILLIAM (who died in May, 1840), Gent., Crediton, Devonshire. Creditors to come in and prove their debts on or before Mar. 26, at the Master of the Rolls' Chambers.

MACDONALD, ALEXANDER, C.B. (who died in June, 1856), Lieut.-Gen, Royal Artillery, 15 Pall-mall. Creditors to come in and prove their debts on or before April 3, at V. C. Stuart's Chambers.

MORRIS, DAVID (who died in May, 1856), Surgeon, Colchester, Essex. Creditors to come in and prove their debts on or before Mar. 20, at the Master of the Rolls's Chambers.

PRITCHARD, THOMAS (who died in April, 1856), Draper, Hay, Brecon. Creditors to come in and prove their debts on or before April 1, at V. C. Stuart's Chambers.

REEKS, RICHARD (who died Feb. 14, 1854), Licensed Victualler, Castle Inn, Wandsworth-la., Putney. Creditors to come in and prove their claims on or before Mar. 12, at V. C. Wood's Chambers.

SADLER, JOHN (who died in July, 1856), Farmer, Thornbrough, Thirsk. Creditors and incumbrancers to come in and prove their debts on or before Mar. 24, at the Master of the Rolls' Chambers.

WALKER, PETER (who died on Sept. 26, 1855). Creditors to come in and prove their debts on or before Mar. 25, at the office of District Registrar, 1 North John-st., Liverpool.

Winding-up of Joint Stock Companies.

TUESDAY, *Feb.* 24, 1857.

LAKE BATHURST AUSTRALASIAN GOLD MINING COMPANY.—Creditors to come in and prove on or before March 16, at V. C. Wood's Chambers.

ROYAL BRITISH BANK.—V. C. Kindersley purposes, at his Chambers, on Feb. 28, at 12, to make a call of £75 per share on all those contributories settled on the list since Jan. 9.

FRIDAY, *Feb.* 27, 1857.

ELECTRIC TELEGRAPH COMPANY OF IRELAND.—The Master of the Rolls purposes, at his Chambers, Mar 5, at 12, to make a call of 10*s.* per share on all the contributories in the settled list.

[*Extract from* Dublin Gazette, *Feb.* 24.]

KNOCKATRELLANE COPPER MINE COMPANY.—Master W. Brooke (Ireland), will, at his Chambers, Inns-quay, Dublin, on April 16, at 11, settle the list of contributories

Scotch Sequestrations.

TUESDAY, *Feb.* 24, 1857.

BULKER, JAMES NICOL, China, Glass, and Stoneware Merchant, 2 Shiprow, Aberdeen. Mar. 2, at 1, Lemon Tree Tavern, Aberdeen. *Seq.* Feb. 17.

EDWARDS, ALEXANDER MERCHANT, Commission Merchant, Glasgow. Mar. 5, at 12, Faculty Hall, St. George's-pl., Glasgow. *Seq.* Feb. 20.

MAITLAND, ROBERT, Postmaster and Horse Dealer, Rose-st.-la., Edinburgh. Mar. 4, at 3, 18 George-st., Edinburgh. *Seq.* Feb. 21.

ROBERTSON, ROBERT M'GAVIN, Manufacturer, Dundee. Mar. 4, at 12, British Hotel, Dundee. *Seq.* Feb. 20.

SINCLAIR, WILLIAM, Commission Agent, Scotland-st., Edinburgh. Feb. 27, at 3, Albert Hotel, Hanover-st., Edinburgh. *Seq.* Feb. 18.

FRIDAY, *Feb.* 27, 1857.

M'NICOLL, JOHN, Boot and Shoe Maker, George-st., Perth. Mar. 7, at 1, Procurators' Library, County-bldgs., Perth. *Seq.* Feb. 25.

NEILSON, JOHN, Contractor and Horse Dealer, Holytown, Bothwell Mar. 5, at 12, Hamilton Arms Inn, Cadzow-st., Hamilton. *Seq.* Feb. 21.

THOMSON, WILLIAM, jun., & ALEXANDER M'DOUGALL, Contractors, Glasgow. Mar. 4, at 12, Globe Hotel, George-st., Glasgow. *Seq.* Feb. 23.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, MARCH 7, 1857.

THE DIVORCE AND MARRIAGE BILL.

Of all the unlucky bills which own Lord CRANWORTH as their father, none has proved a greater abortion than the proposed act to amend the law of divorce and marriage. The gravest evils complained of in the present system are the vile abomination known as the action for criminal conversation, and the costliness of the proceedings by which alone a divorce *à vinculo* can be obtained. The primary conditions on which the marriage bond can now be dissolved are, that the plaintiff should be possessed of an ample fortune, and should be willing to degrade himself by claiming before a jury a pecuniary recompense for his wife's dishonour. The difficulty arising out of the enormous expense of prosecuting successively an action at law, a suit in the Ecclesiastical Court, and a bill in the House of Lords, would be to some extent diminished by the Chancellor's scheme; but the cost would probably still remain so great as practically to confine the remedy of divorce to the same classes who have hitherto enjoyed the questionable privilege. So far as it goes in this direction, the change proposed would be a slight, and only a slight, improvement. But when we have said this, we have exhausted the commendation that we can give to Lord CRANWORTH'S measure. The timidity which prevented him from dealing with the class of actions which are the greatest disgrace to our law is enough in itself to condemn the bill. No doubt the difficulty which he felt was, that, if the action of *crim. con.* were abolished, it would be necessary either to supply its place by a criminal information, or to leave the injury with which it deals without redress or punishment. Either alternative would be preferable to the present practice. It would be better far that the law should hold its hands altogether than that it should stain them by enforcing the payment of money as the price of pollution. But we do not see any insuperable objection to bringing the offence of adultery within the range of the criminal law. A man may be made to answer criminally for a libel; he may be indicted for a trumpery assault; and we are at a loss to see why he should not be liable to similar proceedings for a far graver offence. We do not agree with those who doubt whether public opinion would sanction the only right course—that of meeting the evil, for which a *crim. con.* action is now the remedy, by punishment instead of pecuniary mulct. But if the doubt were well founded it would be no reason for permitting the continuance of a class of proceedings which serve no purpose but to disgrace the parties, disgust their professional advisers, and gratify the prurient taste of the worst portion of the public.

But it is not only by its omissions that the Chancellor's bill is condemned. He has gone out of his way to introduce new principles which would change the whole character of marriage. It has always hitherto been assumed, even by those who were foremost in demanding increased facilities for separations, that divorce, whether *à vinculo*, or only *à mensâ et thoro*, ought to be strictly regarded as a remedy to be applied only to cases which admit of no other treatment. The doctrine that marriage ought, ordinarily, to be an indissoluble tie, has never before been questioned. Lord CRANWORTH would change all this. He proposes to allow husbands and wives to impose upon themselves by mutual consent a virtual decree for divorce *à mensâ et thoro*. Instead of a means of redressing unendurable wrongs, he would make such a divorce a privilege open to all who might at any moment desire to return to the liberty of single life. Marriage would become a mere optional union determinable at the will of the parties to the contract. The effect of such a voluntary divorce would in some respects, by the operation of Lord CRANWORTH'S bill, be greater than that of a decree by the Ecclesiastical Court under the present law. The wife would become a *feme sole* to all intents and purposes, except that she would be prohibited from contracting a second marriage. A more ingenious provision for promoting the corruption of society can hardly be conceived than that which Lord CRANWORTH has devised. Even when limited to cases where the Courts are compelled to interfere, the divorce *à mensâ et thoro* is anything but conducive to the interests of morality; but to offer it freely to all who think they desire it, is to promote every evil which a marriage law ought most anxiously to guard against. What makes the proposal the more strange is, that in all the discussion which has taken place on the law of marriage and divorce, the idea of such a clause has never, we believe, been suggested. It is the Chancellor's own, and we doubt if he will find a single supporter in his anti-matrimonial crusade.

It would be idle to criticise the details of a bill whose principle is certain to be rejected; and it is only fair to say that, so far as the mere procedure is concerned, the new court would probably work better than either the Ecclesiastical Courts or the House of Lords. There is a provision empowering the court to try matters of fact itself with the assistance of a jury, or at its option to direct an issue. By another clause the evidence is to be taken orally by the court, or to be given by affidavit, subject to an oral cross-examination. This is no doubt the true principle for any tribunal; and it would be a vast improvement in the practice of the Court of Chancery if it were introduced there in the place of the present clumsy and unsatisfactory procedure. The judge who tries the cause ought himself to hear the evidence given. Any one who, after hearing a witness before the examiner, listened to a judgment founded on his deposition, must have been painfully convinced of the extent to which this unfortunate system vitiates the decisions of the ablest judges. It is impossible, even for the most unexceptionable examiner, to convey to the mind of another the true weight and value of oral evidence by means of a written deposition; and if Lord CRANWORTH would bring in a bill to introduce into his own court the practice as to evidence which he intended for the Court of Divorce, he would render a real service to the profession and the public at large.

THE SATURDAY HALF-HOLIDAY.

We have received a pamphlet by Mr. J. R. TAYLOR, law stationer, of Chancery-lane, on the advantages which would accrue to society at large, and particularly to the legal profession, from adopting the plan of leaving off business at one P.M. on Saturday. Probably, we are all of one mind on this subject. Some of us really work too hard—a still larger number think that we do, and we all like to be told so. It flatters our vanity to hear that we are much busier than our forefathers, and when we feel inclined to be lazy, there is no excuse so pleasant or so ready as a character for diligence.

There is always some room for doubt as to the honesty of that species of boasting which consists in self-accusation. No one need feel much alarmed for the safety of a man who blames himself, or lets others see that he is pleased by their blaming him for the rashness with which he runs into danger. We should be sorry to want to borrow money of a gentleman whose friends were in the habit of warning him not to give way to the natural impulses of his noble generosity, and we never could feel the slightest sympathy with the fears of the anxious parents whose most earnest charge to their dear sons is that they will not ruin their health by too severe study. We have, therefore, very considerable doubts as to the genuineness of the cry which is so widely raised in the present day against overwork. In the last generation, the courts of equity sat till 10 at night, and equity draftsmen, pleaders, and conveyancers kept their chambers open till the same hour. The routine work of a solicitor's office might, perhaps, be brought to a close rather earlier than it usually is at present; but to the solicitor himself, if he is in considerable business, holidays, half or whole, must be of rare occurrence. We should be pleased to see a Saturday half-holiday generally adopted, but we are by no means fanatically interested in the movement. Mr. Taylor has, we think, pointed out one class upon which the present arrangements bear very hardly—the class of law writers. Their occupation, as our readers are well aware, is precarious and occasional. Sometimes they have days of idleness—then comes a press of work, which generally has to be done at night, and often on a Sunday. Briefs, drafts, and voluminous documents of all kinds, are given out by the various solicitors' houses to the law stationer, to get them properly copied and examined by Monday morning. On one occasion, Mr. Taylor had to get no less than 20,000 folios completed in this interval. His notion of a Saturday half-holiday, therefore, is mainly this—that solicitors ought so to arrange their affairs as to give out what copying they have on Friday night or early on Saturday. We certainly think that this is a reasonable request, and one which all humane persons ought to make an effort to comply with.

We must, however, say, in all good humour, that if Mr. Taylor really wishes to aid the movement in which he takes so much interest, he ought not to make such a fuss about it. He is, we have no doubt, an excellent man, and a very good law stationer; but neither nature nor education have fitted him for authorship. We do not suppose that he meant it so, but his pamphlet reads like an elaborate puff of himself and his own efforts. First there is an address to the reader, signed "J. R. Taylor;" then there is a preface by J. R. Taylor; then there is a report of a meeting, in which Mr. John Robert Taylor made a speech; next we learn what various persons (including Mr. John Robert Taylor) said to Lord Campbell; also how a deputation (of which Mr. J. R. Taylor was a member) waited on Sir G. Grey; then follows a letter from Mr. J. R. Taylor, which appeared in six newspapers; a little further on, John Robert Taylor, citizen and innholder, writes to the *Morning Advertiser;* then the same small capitals compliment "the inimitable lecture of Dr. Cumming," correspond with Lord Cranworth, the Master of the Rolls, and other eminent persons; and, finally, the *Daily Telegraph* is produced as a witness to the merits of "Mr. J. R. Taylor, the eminent law stationer of Chancery-lane," who was formerly "treasurer of the District Visiting Society of St. Andrew's, Holborn." Certainly, if Mr. Taylor's left hand does not know what his right hand is about, it must be a very unobservant member.

We do not wish to be unduly severe upon a man who obviously means well, but we must say that the Saturday half-holiday agitators would do wisely to reflect that their case is a very short and simple one. The single sentence—People are too hard at work, and ought to have more rest—exhausts the subject; and there really is no good, but a great deal of harm, in associating a useful movement with such dreary rubbish as fills Mr. Taylor's pamphlet. At a "great public meeting at the Guildhall," the Rev. Doctor Gregg, after informing the meeting that "an Englishman's Sabbath is his glory and his crown" (as if it were a sort of corporation of London, Gog and Magog, or other exclusively English institution), went on to argue that "we must not rush into it" (the Sabbath) "like a horse into the battle, but devote some labour and some pains to antedate it by corresponding antecedents." The reverend gentleman went on to say, that, perhaps if we shut up our places of business in the afternoon of the Jewish Sabbath, it might tend to bring about "the conversion of Israel." And the eminent law stationer himself asks, in his emphatic way, "What man can pass through the Nineveh Court at the Crystal Palace, the Egyptian Room at the British Museum, the New Geological Museum, *or the Hunterian Museum in Lincolns-inn-fields*, without his mind being elevated above low and sordid passions. He retires, thanking his Maker for his being," &c., &c.—a curious result of the contemplation of cancers, abortions, malformations, and coprolites. It is wonderful indeed that any cause should survive the assistance of such melancholy nonsense; and why Mr. J. R. Taylor cannot state his case quietly and simply, but must insist upon flooding it with these marvellous flights of eloquence, is to us a profound mystery.

Affectation and fine writing are the curse of our very remarkable, but extremely vain and noisy, generation. Fortunately for ourselves, the subjects with which we have to deal are seldom susceptible of what the Americans expressively call "high-feeluting" treatment. It is very hard indeed to find a way into the seventh heaven from reports, handbooks, bills, pleas, and affidavits; but when a subject occurs affecting the moral interests of the profession, we think that all who have an opportunity of doing so are bound to see that it is treated in a simple and manly tone.

Legal News.

Public attention during the past week has been fixed exclusively upon the great debate in the House of Commons, and upon the probable consequences of the defeat of ministers. Legal intelligence of every kind has been delayed or crowded into obscure corners of the daily papers to make room for the many admirable speeches which suspended from day to day the grave event. At length, on Tuesday night, a vote was given which will have many inconvenient results, and among others this, that all hope of carrying any measure of law reform must be laid aside for the present year. The short interval previous to the dissolution will be occupied in passing such acts as are absolutely necessary for carrying on the business of the nation. When the new Parliament meets in May the grand and all-absorbing question will be, which party is to have the majority in it. A fair and decisive battle will have to be fought to confirm the present government in office or to displace them from it, and when that is over and exhaustion succeeds to excitement, the necessary financial legislation will probably be as much as the remaining energy of our representatives will accomplish by the 1st of August. If the prospects of law reform had been brighter at the outset than they were, we should have had greater reason now to lament their untimely ruin. But it cannot be asserted that either the proposals of the Lord Chancellor or his speeches were of such a character

as to inspire any very sanguine hopes of his success. If the present Cabinet remains in power, we trust that the necessity will be felt of handling law reform in a more decided and energetic manner. If, on the other hand, the new House of Commons should prove hostile to Lord Palmerston, and the Government should pass into the hands of Lord Derby and his friends, we may feel tolerably confident that law reform will be prominent in the programme of the new Ministers. Indeed, they will have everything to gain by showing themselves more active in reform than those who still call themselves reformers; and they must be very injudicious politicians if they do not improve to the utmost the opportunity which their predecessors will have most unwisely left to them.

On Wednesday evening, a general meeting of the depositors in the Royal British Bank was held for the purpose of obtaining their assent to the compromise proposed by the shareholders, and approved by the committee of depositors. Mr. WYLD, the chairman of this committee, presided at the meeting. He referred to the unhappy conflict of jurisdictions as accounting for the delay which had occurred in distributing the assets of the bank. A dividend of 5s. 6d. in the pound had been paid immediately upon the decision of that contest, and it was hoped that a further dividend of 2s. or 3s. in the pound would be paid within the next two months. If the assets should turn out as well as was anticipated by the accountant, a further dividend of 1s. or 2s. might be realised, and then the estate would, it was believed, be quite exhausted. The chairman then remarked, in terms of fitting reprobation, upon the conduct of certain creditors who were pressing and harassing individual shareholders and driving them into bankruptcy, not merely for the purpose of obtaining payment of the debts due, but, in many cases, to defray enormous law expenses. Some of the wealthiest shareholders, meantime, not being engaged in trade, and, therefore, not being obliged to remain in England, were putting the Channel between themselves and their liabilities to the creditors of the bank. In this state of circumstances, the committee had considered what course would be best for them to pursue. There were three lists of shareholders. The first list comprised the present shareholders, who were liable for all the debts of the bank. The second list consisted of new shareholders, who alleged that they had been induced to subscribe to the bank by fraud, and who, therefore, under eminent legal advice, disputed their liability to contribute. The third list contained those who were not now shareholders, but had been so during a period of three years. In this state of affairs, a composition was proposed by the shareholders. A list had been handed to the committee with the amount of proposed contribution placed opposite to each shareholder's name. That list had been carefully examined, and upon the best knowledge that could be acquired as to the circumstances of every shareholder, the committee had come to the conclusion that the greater portion of the shareholders would, under the pending proposal, have contributed to the full extent of their means. The question now was, whether the creditors would accept a composition of 15s. in the pound. A dividend of 5s. 6d. had been already paid. Another dividend of 3s. would be paid in two months, and the solvent shareholders now proposed to pay 6s. 6d., making in all 15s. in the pound. To secure the performance of this proposal, a deposit had been required of £20,000 cash; and of this sum, more than one half had been subscribed; and it was hoped that the whole arrangement would be completed before the end of April.

The proposal thus brought forward by the chairman was adopted almost unanimously by the meeting, and a resolution was passed to petition Parliament for an act to render the acceptance of the composition by a majority of the creditors binding upon the minority. Such a measure would appear indispensable to give effect to the settlement now proposed, and it may not, perhaps, be unreasonable to expect that the affairs of the Royal British Bank will receive the attention of Parliament even during the short interval that will precede the impending dissolution. Certainly, this unfortunate association may fairly claim the earnest attention of the Legislature to remedy, so far as is now possible, the miserable calamities which have originated in the confusion of our laws, and in the carelessness of those who make or mar them.

Mr. LINKLATER addressed to the meeting an explanation of the steps taken by him to get the assets of the bank out of the hands of the directors, and to place them under the control of the assignees. He said that an attempt had been made to place the property of the bank in Chancery, under the administration of the directors themselves, over whose conduct the creditors would have had no control whatever. If it had not been for a state of the law which rendered such an attempt possible, the depositors never would have heard of him or of a bankruptcy in this case. He disclaimed all interested motives, and declared that he should have neglected a public duty if he had suffered such vast property to be so mismanaged, and he therefore obtained an adjudication of bankruptcy against the bank. From that time the whole proceedings had been under the control of the committee of depositors. He was content to await the result of time to expose and refute the misrepresentations concerning this bankruptcy.

REPORT OF THE COPYHOLD COMMISSION.— This report gives 1,085 as the total number of enfranchisements and commutations between 1841 and 1856, both inclusive,—viz., 487, clerical, 519 lay, and 79 collegiate. The "consideration" for these 1,085 enfranchisements and commutations was a payment in full of £249,253, rent-charges to the amount of £2,962, and 1,223 acres of land.

REPORT OF THE TITHE COMMISSION.—The commissioners have received 7,070 agreements, and confirmed 6,778. 7,037 notices for making awards have been issued, 5,626 drafts of compulsory awards were received (whereof 5,421 were confirmed). In 12,199 districts the tithes have been commuted by confirmed agreements or awards. The commissioners have received 11,767 apportionments, and confirmed 11,760. They have made 1,624 altered apportionments, and confirmed 1,428. They have received 678 applications for the exchange of glebe lands, and confirmed 625 of such exchanges. At the close of 1856 they had confirmed 14,070 distinct mergers of tithes or rentcharges.

ABUSE OF CRIMINAL PROCESS.—A person of gentlemanly appearance surrendered to take his trial at the Old Bailey upon two charges of forgery and perjury. It appeared that there had been business transactions between the defendant and the prosecutor, and that legal proceedings were pending between them; and in order to prevent the defendant from giving evidence at a trial that was about to take place, the prosecutor went before the grand jury at this court, behind the back of the defendant, and obtained the two bills that were now before the court, never intending, however, to proceed with the charges. Notice had been left at the address given by the prosecutor of the intention of the defendant to appear and take his trial, but he had left, and no one was now in attendance to support either of the indictments, and the prosecutor could not be found. The jury returned a verdict of *Not Guilty*.

CASES OF BRITISH BANK SHAREHOLDERS.—*In re Hill.* —This was the meeting for choice of assignees in the case of Jamas Beech Hill, glass and china dealer, of Blackfriars-road. His trade debts are under £300, while his assets are upwards of £1,200; but being a holder of five shares (four old and one new) in the Royal British Bank, and also exposed to executions at the suit of such creditors as have obtained judgments, he was compelled to place his affairs under the administration of this court. The *Commissioner* said he found that the British Bank had been made a sort of scapegoat, on which many failures had been laid very unjustly. Nothing was more

common than for a bankrupt to say "Oh, my failure is owing to the British Bank." Mr. *Bagley*—That is certainly not the case here, for the whole of this man's debts, irrespective of the claim of the bank, do not exceed £300; and I believe he has money ready to pay into the official assignee's hands double that amount.

In Re Charles Whitehead.—This insolvent, a merchant's clerk, petitioned under the Protection Act. The insolvency was attributed to the failure of the Royal British Bank, and his only liabilities arose from his connexion with it. He was the holder of four shares, and had inserted Mr. Harding, the official manager, as a creditor for £300, being the amount of a call of £75 on each share. Mr. Lee, the official assignee in bankruptcy, was also entered as a creditor for £200 for calls. The insolvent had a claim of £130 against the bank for the balance of a deposit account.

LENGTHY PLEADINGS.—In a late case in the Queen's Bench the declaration contained four counts, and each count was answered by three pleas.—Lord *Campbell* said it was lamentable that special pleading, which was of great service in raising important questions for the decision of a jury, sometimes tended rather to perplex them. Here was a case in which there were twelve pleas.—Mr. *Joyce*, as to the pleas, pleaded that he (Mr. Joyce) was "Not Guilty," and in confession and avoidance he alleged that there were four counts in the declaration.—Lord *Campbell* said that if pleading was so perverted the necessary effect would be that it must be altogether abolished. Nothing could have been more perspicuous than the manner in which the pleadings had been opened, but still the jury could not have the smallest notion of what the question was they were going to try.—Mr. *Skinner* said he would endeavour to get out of the London fog in which he found himself.—Lord *Campbell* hoped the counsel would abandon the special pleading, and come to common sense.—Mr. *Skinner* said that was a high aspiration, but he would endeavour to do so.

COSTS OF A PROSECUTION.—A bankrupt, named Lillicrap, by order of the Court of Bankruatcy, had been indicted for felony in concealing goods, and also for a misdemeanour in falsifying his books. He was acquitted on the first indictment, and counsel thereupon recommended the second indictment to be withdrawn. The costs had been taxed by the Crown-office at £317, and it was asked that the amount should be paid out of the bankrupt's estate and the funds of the Court of Bankruptcy; and an order was made accordingly.

BROKERS OF THE COURT OF BANKRUPTCY.—Mr. Samuel Morley, chairman of the Financial Reform Association, lately offered a suggestion that in certain cases the brokers of the court should not interfere in bankrupts' estates. It was the opinion of a large number of the wholesale houses engaged in the drapery trade that their own appraisers were sufficient for every necessary purpose.

DEATH OF SERJEANT WILKINS.—We regret to announce the death of this able and successful advocate, which took place on Tuesday morning, at his chambers, 8, Queen's-Bench-walk, Temple. It will be remembered, that, in many remarkable criminal trials, the deceased serjeant was the zealous and powerful, and often the successful, counsel for the accused. In the most celebrated case of modern times, that of William Palmer, the prisoner was deprived of the invaluable assistance of Serjeant Wilkins by the sudden commencement of that illness which has now ended in his lamented death.

Recent Decisions in Chancery.

There being no provision in the Trustee Relief Act (10 & 11 Vict, c. 96) as to the costs of proceedings thereunder, questions have often arisen as to the costs of paying trust funds into court under the act, and also as to the costs of applications for payment out of court of the capital or dividends of such funds; and there have been several decisions on these questions which it may be useful to notice. The subject is suggested by a case before *V. C. Kindersley*, in *re Jones*, 5 W. R. 336, which we shall find, in common with many other cases, to rest upon the general rules of the court applying to the costs of executors and trustees. Where the trust fund has been properly paid into court by trustees, under the act, they are, as a general rule, entitled to deduct out of it the costs of paying it in, or to receive their costs of so doing when it is paid out; and where there are interests for life and in remainder, the costs come out of the corpus, not out of the dividends, being expenses incurred in the administration of the fund. In the case of a legacy not previously set apart, the costs of paying in, which, in fact, so far is executing the testator's will, are borne by the residuary estate (see *re Cawthorne*, 12 Beav. 56; *re Staples' settlement*, 13 Jur. 273). Though the words of the act are very large as to the power given to trustees of proceeding thereunder, yet they may act improperly by paying a trust fund into court under its provisions, and in that case they will be disallowed their costs. They must not use the act as an engine of oppression against their *cestuis que trust*, nor attempt to exercise what Lord Truro called, in *Kekewich* v. *Marker* (3 Mac. & Gor. 324), "any wanton or unreasonable discretion;" and see *Corington's Trusts*, 19 Jur. 1157. It is more difficult to induce the court to refuse their costs of paying in money, than their costs of appearance upon petition for its payment out of court by the *cestuis que trust* (*re Heming's Trust*, 5 W. R. 33; *re Waring*, 16 Jur. 652); though the general rule is, that the costs of all proper parties to a petition are payable out of the fund. In *re Jones*, however, the Vice-Chancellor held that the executor was entitled to the costs of appearing on the petition, but not of paying in. The ground of his decision was, that a legacy had been paid by the executor of a trustee who had received the whole of the residuary estate of the testatrix by whom the legacy had been given. The legatee was a married lady living abroad, and she and her husband gave a general power to their solicitor to act for them in this country. The trustee, who was also residuary legatee, had retained the legacy for many years, and died leaving the respondent in this petition his executor, who said he considered he could not safely pay the money under the power of attorney, the fact being that the risk was infinitesimal, but yet of such a character as to entitle the trustee, according to the doctrine of the court, to protection.

"It was of great importance," said his Honour "not to discourage trustees and executors from paying money into court under the Trustee Relief Act, and from appearing on the petition for payment out; and the court expected and desired that the trustee should appear." The trustee, therefore, was allowed his costs of appearing on the petition, though the Vice-Chancellor appeared to "suspect or have a moral conviction of the motive which actuated the executor, and it might not have been one creditable to him." The principle is, that though the trustee is indemnified and discharged from all responsibility in reference to the monies paid in, as soon as he has paid them into court, yet (as it is provided by the 5th Order, 10th June, 1848), he must be served with a notice of any application by the parties beneficially entitled, in order that he may attend and assist the court. The trustees may apply, under the 4th Order, 10th June, 1848, to distribute the fund paid in by them among the *cestuis que trust*, but the usual and proper course is for the latter to make the application; though, with their consent, the trustees may not only apply for the payment out, but also ask for a declaration of the rights of the *cestuis que trust* (*Re Cooper*, 23 L. J., Ch. 25; *Re Gaffee*, 1 Mac. and Gor. 541). In *re Housman's Trusts*, 4 W. R. 274, V. C. *Wood* allowed trustees making such an application the costs only to which they would be entitled as respondents. We may add that where the fund cannot be administered properly without a suit being instituted, the court will direct a bill to be filed (*Fozard's Trusts*, 1 Kay and Joh. 233; *In re Hodgson*, 18 Jur. 786; and *In re Woolland's Trust*, 18 Jur. 1012). It will not, upon petition, adjudicate upon any charges of breaches of trust against the trustee (*Goode* v. *West*, 9 Hare. 378; *Re Bloye's Trust*, 1 Mac. and Gor. 488); nor whether the amount paid in represents the whole trust fund (*Thorp* v. *Thorp*, 1 Kay and Joh. 438).

A case of *Wightman* v. *Whielton* (5 W. R. 337) has nearly, though not quite, settled a point of practice which has long been doubtful. The Chancery Practice Statutes had provided that any witness making any affidavit should be subject to cross-examination. They also provided that upon a motion for decree the defendant's answer should, for the purposes of the motion, be treated as an affidavit. In another section it was enacted that on a motion for an injunction, the answer should, for the purposes of the motion, be regarded merely as an affidavit of the defendant. The doubt was, whether in these last two cases the defendant was bound to submit to cross-examination on his answer. *Wightman* v. *Whielton* was a case of motion for injunction, in which the defendant had refused to submit to be so cross-examined. In the argument, the case

was distinguished from that of a motion for decree on the ground that in the latter case the defendant would be at liberty to read his answer on what would in substance be the hearing of the cause, and that he therefore could not resist the cross-examination. If, however, he were cross-examined on a motion for injunction, the defendant, though allowed to read his answer on the motion, would not be able to do so at the hearing, and the plaintiff would gain an unfair advantage if he were allowed to get a cross-examination which he might use at a stage of the cause where the answer, as such, could not be read by the defendant. The Master of the Rolls, in giving judgment, expressed a strong opinion in favour of the plaintiff's right to cross-examine. He did not, however, grant the motion for that purpose, but directed it to stand over, with liberty to the defendant to file affidavits, and to the plaintiff to cross-examine on them. Should the defendant file the usual affidavit verifying the answer, nothing more will be heard of the motion; but the judgment may be regarded as almost equivalent to a decision in favour of the right to cross-examine on an answer, in any case where there is a motion for decree or for an injunction.

In *Dean* v. *Morris*, 5 W. R. 345, a curious question arose as to the apportionment of costs between two estates which were held by the same trustee on the same trusts. On the decree the costs were ordered to be paid out of the larger fund, and on the present occasion, which was an application by a purchaser of a part of the smaller fund, it was contended on his behalf that the same course should again be followed, or, at all events, that the smaller fund should bear only its rateable proportion. The court, however, held that these being two distinct estates administered in one suit, the general costs of the proceedings ought to be paid out of the two estates in equal shares.

Selby v. *Fraser*, 5 W. R. 341, is an important decision on a matter of evidence under the new practice. The suit arose out of a contention between two tailors, the plaintiff accusing the defendant of abstracting his custom by certain improper means. The defendant was served with a *subpœna duces tecum* directing him to produce his books. On the examination the defendant, admitting that he had the books in court, refused to produce them, though he referred to them when he pleased during the examination to assist his memory. V. C. *Kindersley* held that the defendant was right, and considered that the proper mode of getting the books was by a motion for production, and not by means of a *subpœna duces tecum*.

Thorpe v. *Milligan* (5 W. R. 336) furnishes an illustration of the working of the law of landlord and tenant. A manufacturer, while in occupation as tenant from year to year, agreed to take a lease of his mill, with the engines, gas-houses, and appurtenances. In the gas-houses were several retorts and other matters which the tenant had erected before the agreement. On settling the lease in chambers, on a decree for specific performance, the landlord claimed to have the word gas-works introduced into the demise, the effect of which would be, to make the retorts and other tenant's fixtures in the gas-house revert to the landlord at the expiration of the lease. The Master of the Rolls held, that the word "gas-works" was properly introduced, in addition to the words used in the agreement; the gas-works, even though of the natnre of tenants' fixtures, being included in the term appurtenances.

In *Armstrong* v. *Burnet* (20 Beav. 424; *S. C.* 3 W. R. 433), the rule was clearly laid down which distinguishes between the cases where specific legatees of shares in companies take *cum onere*, and cases in which the general personal estate of the testator is liable to pay future calls, in respect thereof, for the benefit of the specific legatees. Sir *John Romilly*, M. R., there stated the rule thus:—"Where the interest of the testator, in the subject-matter which he professes to bequeath, is complete, or where it is so treated and considered by him, and by all persons unconnected with it, as in the case of a share in an insurance company, I think that the future calls fall on the legatee, and not on the general personal estate; but where further payments are required to make perfect the interest which the testator professes specifically to bequeath, then I think that the general personal estate is applicable for that purpose." This appears to have been the principle of the distinction recognised in *Marshall* v. *Holloway* (5 Sim. 196; *Fitzwilliam* v. *Kelly*, 10 Hare. 266, and other cases). In *Moffett* v. *Bates*, 5 W. R. 338, a testator gave freehold property and shares in a banking company to his executors upon trust to apply the rents and produce of the same respectively for the maintenance of an infant, during her minority, and afterwards to her separate use, with remainders over. Before the legatee attained twenty-one years of age, the company became insolvent. The executors, after the testator's death, assented to the bequest of the shares—all calls then made having been paid up,—and applied the dividends for the benefit of the infant. The legatee on attaining her majority repudiated the bequest of the shares; and the bill in this case, which was by the executors and trustees, sought the direction of the court, by whom, and out of what fund, a call made in the winding-up of the insolvent bank, which had been found to be a debt from the testator's estate, was to be paid. The residuary legatee contended that it ought to be paid by the specific legatee, and that if necessary the amount required ought to be raised out of the realty devised in trust for the same specific legatee, who argued, on the other hand, that it should be paid out of the residue. V. C. *Stuart* considered that the repudiation of the shares by the specific legatee on her coming of age threw the burden on the residue, even though the dividends might have been applied during her minority towards her maintenance, about which the evidence was not very clear; and his Honour was of opinion that his decision did not necessarily conflict with the doctrine enunciated by the Master of the Rolls in *Armstrong* v. *Burnet*.

Cases at Common Law specially Interesting to Attorneys.

MAGISTRATE—ACTION AGAINST IN COUNTY COURT—REMOVAL OF PROCEEDINGS.

Western v. *Sneyd*, 5 W. R., Exch., 317.

It is one of the provisions of 11 & 12 Vict. c. 44—the act passed in 1848 to protect justices of the peace from vexatious actions for acts done by them in the execution of their office—that any action so brought in a county court must be in the court of the district in which the act complained of was committed. And there is a proviso (sect. 10) that no action shall be brought in any such county court against a justice of the peace for anything done by him in the execution of his office, if such justice *shall object thereto;* and that if, within six days after being served with a summons in such action, the justice, his attorney, or agent, shall give a written notice to the plaintiff to that effect, "all proceedings afterwards had in any such action shall be null and void." In the above case, the plaintiff had levied a plaint in the county court against the defendant for an assault and false imprisonment; and two days after the date of his receiving from the defendant a notice of his objection to be sued therein, he obtained a *certiorari* to remove the proceedings into the Court of Exchequer; and to such writ the judge of the county court made a return, which, together with the *certiorari* itself, the defendant now sought to set aside or quash. The application was successful; for the court would not listen to the argument advanced on behalf of the plaintiff, that the return to the *certiorari* made by the judge of the county court, being in truth a transcript or recital merely of the proceedings which had been had in his court, could not be considered as a "further proceeding" in the action such as the above-mentioned section intended to make null and void. The court held, on the contrary, that the intention of the Legislature was, that where a justice gave such a notice, things should be as if the action in the county court had never been brought. In such a case as that before them, they said no *procedendo* (that is, the writ by which a cause improperly removed is remitted to the court below) could issue; and that proved that no *certiorari* could issue; for, said *Bramwell*, B., the liability to the one could not exist without a liability to the other.

It appears, therefore, that the only course for the party aggrieved in such a case is, to give a month's notice of action, and then to commence an action in one of the superior courts. This, indeed, from the report, appears to have been done in the present case; but it is probable that the action was barred by the limitation of time given in the 8th section of the act, unless the proceedings in the superior court could be taken to be in *continuation* of those commenced in the county court:—for, otherwise, it does not appear why the *certiorari* was required, or should have been insisted on when objected to by the defendant.

ATTACHMENT—EFFECT OF SERVICE OF ORDER—RIGHTS OF ASSIGNEES AS AGAINST EXECUTION CREDITOR.

Turner & Others v. *Jones*, 5 W. R., Exch., 318.

This case turned upon the relative rights of an execution creditor and the assignees of a judgment debtor, against whom such creditor had obtained an order of attachment. It appeared that the defendant had bought the business and stock of one G. for a certain price, which was to be discharged in part by bills

falling due at different times. Before the first of these bills became due, the defendant was served (as garnishee) with an order under the Common Law Procedure Act, 1854, s. 61, attaching, in the words of the order, "all debts owing or accruing from him to G.," in respect of a judgment which had been obtained by one X. against G. On being served with this order, the defendant gave X. promissory notes to the amount of what he had to pay G. on the bills above mentioned, and made them payable at the same times. Before these notes, or any of them, became payable, G. was adjudicated a bankrupt, and the plaintiffs were appointed his assignees. They now sued the defendant for the debt he originally owed to G., and in respect of which, after such debt had been attached, as above mentioned, he had given promissory notes to X. A question was now asked of the Court, through the medium of a special case, whether such debt had, under the circumstances, passed to the assignees, or whether the defendant was discharged by giving promissory notes, as above mentioned, on being served with an attachment order. It was held by the Court, on the authority of the very recent case in the Queen's Bench (*Holmes* v. *Tutton*, 5 Ell. & Bl. 65), that service of the attachment order bound the debt owing by the defendant to G., so as to put X. in the position of being a creditor of G., with security for his debt, and so as to bring him within the 184th section of the Bankrupt Law Consolidation Act, 1849; but that it did not give him any *lien*, within the meaning of that section, on any part of the bankrupt's property, and that, consequently, his title could not prevail against G.'s assignees. They further held, that the circumstance of the defendant having given promissory notes in respect of such debt (which was a purely voluntary act on his part) did not better his position. The Court, moreover, appeared to be of opinion, that even if the defendant had actually paid to X. the debt he owed to G., on being served with the attachment order, he would not have been any the more protected against the claim of the assignees for the same debt.

It seems to follow, from these cases, that a debtor (garnishee) cannot safely pay to a judgment creditor, attaching his debt, unless and until he has been served with an *absolute* order to pay under sect. 61. He may, however, on being served with an attachment order, pay the money he owes into court under sect. 63.

ATTORNEY—DELIVERING OF SIGNED BILL—EXTRA COSTS.

Pigot v. *Cadman*, 5 W. R., Exch. 353.

This was an action for work and labour as an attorney, and for money paid to the defendant's use. The defendant pleaded that a signed bill had not been delivered a month before action, as required by 6 & 7 Vict. c. 73. It appeared, at the trial, that the plaintiff had duly delivered a bill, containing various items, principally for disbursements made by the plaintiff for the defendant, which were sufficiently specified, and an item for "extra costs" incurred in a Chancery suit, not further particularised. After the commencement of the action the plaintiff delivered, under a judge's order, two further bills for business, not included in the bill delivered before the commencement of the action, but which business related to a Chancery suit arising *out* of the business charged for in such bill. To this bill (and to the retention of the verdict, which, at the trial, was *pro formâ* entered for the plaintiff) two objections were now made on behalf of the defendant. The first of these was, that the want of greater particularity in the item "extra costs," in the bill delivered, vitiated the bill altogether, so as to leave unsatisfied the requirements of 6 & 7 Vict. c. 73, s. 37, as to the delivery, a month before action, of a signed bill of the fees for the recovery whereof such action was brought. And this objection to the bill the court held to be fatal, and directed a nonsuit to be entered, instead of the verdict for the plaintiff. In coming to this decision, the Court took a different view from that taken by the Common Pleas in 1840, in the case of *Waller* v. *Lacy* (1 Man. & Gr. 54), which was itself in accordance with a previous *Nisi Prius* decision of *Abbott*, C. J., in 1825 (*Drew* v. *Clifford*, 2 Car. & P. 69). But in the present case, the Court of Exchequer felt themselves bound by their own more recent judgment in *Ivimey* v. *Marks* (16 Mee. & W. 850), wherein the above two cases were distinguished on the ground that they occurred at a time when *all* parts of an attorney's bill were not taxable, and the Court of Exchequer adhered to the reasoning of Lord Eldon in *Hill* v. *Humphreys* (2 Bos. & P. 243). It was intimated, however, that the Court entirely coincided in the remarks of Lord Campbell, in *Cook* v. *Gilliard* (1 Ell. & Bl. 37), that the proper and honourable course in such cases was for the client to demand further information, so that the bill might be corrected before action.

The other objection made by the defendant to the bill delivered was, that it did not contain the whole of the charges for which the plaintiff held him liable; and it was insisted that an attorney is bound, when he delivers his bill, to insert therein all the completed business in respect of which he had a claim, up to the moment of such delivery; for that, otherwise, by omitting, for example, a disputed class of items, he might deprive his client of the costs of the taxation in a case where, if the disputed matter had been included, more than one-sixth would have been taxed off. Upon this proposition the court refrained from expressing any opinion at all; but, as observed *arguendo*, such a rule would be inconvenient where a firm consists of several partners, each of them applying himself to a separate department, and each of whom may happen to transact business in his own department for the same client. It is apprehended that the true remedy for the client in such a case, is that hinted at by Mr. Baron *Bramwell*—viz., to obtain a judge's order for the delivery of his *whole* bill, that *all parts* of it may be referred to taxation—a jurisdiction which is expressly conferred by the same 37th section of 6 & 7 Vict. c. 73, and which, indeed, has been always claimed by the courts.

BANKRUPTCY—APPLICATION UNDER THE 86TH SECTION OF THE CONSOLIDATION ACT.

Hill v. *Merritt*, 5 W. R., Exch., 351.

We noticed last week an application made to the Common Pleas, under the above section of the Bankrupt Consolidation Act, 1849, by a defendant for the costs of an action in which the plaintiff had recovered a verdict to a less amount than the affidavit of debt he had filed in the Bankruptcy Court, under the 78th section. That application, it may be remembered, was not successful, because the court thought that the verdict by itself was not *conclusive* as to the existence or non-existence of a reasonable and probable cause for the amount sworn to; and that, under the circumstances, it was probable the plaintiff believed he was entitled to the full amount he filed. The same point has since arisen in the Exchequer; and here, though the court arrived at a different conclusion on the facts of the case, and granted the application, they seem to have been guided by the same principle as the Common Pleas, as they so decided, not merely on the amount of the verdict obtained compared with that of the affidavit of debt filed, but because it appeared by the plaintiff's own case at the trial that he had included in such affidavit a large sum which had to his own knowledge become barred by the statute of limitations.

SIGNATURE TO WILL—15 & 16 VICT. C. 24.

Page v. *Donovan & Hankey*. 5 W. R., Pre. C. 324.

This case deserves notice, as showing the desire of the Prerogative Court to give effect to the remedial provisions of 15 & 16 Vict. c. 24, in reference to the execution of testamentary papers respecting which there is no question of authenticity. The will in dispute had been made in France; and at the end thereof, on the same sheet of paper, and before any signature at all, there appeared a "notarial minute" to the effect that what was above written was the will of the testatrix, and by her understood; and after this minute, appeared the signature of the testatrix, the notary, and four witnesses. According to the requisition of 7 W. 4 & 1 Vict. c. 26, s. 9, that the signature must be "at the foot or end of the will," this would not have been sufficient to obtain probate; but under 15 & 16 Vict. c. 24, it was held to be good enough, inasmuch as it appeared sufficiently that the testatrix intended by such signature to give effect to the matter expressed to be her will.

Professional Intelligence.

METROPOLITAN & PROVINCIAL LAW ASSOCIATION.

A meeting of the managing committee was held on the 25th ult., when the assistant secretary's report upon Bankruptcy Administration, and certain resolutions of the Mercantile Law Conference, recently held in London under the auspices of the Law Amendment Society, were further considered; and the secretary was instructed to communicate with the provincial members of the committee, with a view to procure information from them as to the chief evils in the working of the present system of bankruptcy procedure.

The assistant-secretary read a report upon the course pursued by the Lords of the Treasury in the taxation of costs on criminal prosecutions. And he was instructed to obtain, during the present assizes, further information on the subject, with a view to

the preparation of a memorial to her Majesty's Secretary of State for the Home Department.

The Judgments Execution Bill was considered, and a petition in its favour ordered to be presented.

Two members of the committee having reported that the new scale of Equity costs would not give an increased profit of more than 10 or 12 per cent, the secretary was instructed to take steps, in conjunction with the Incorporated Law Society, to re-assemble the old Equity committee with a view to consider the new scale.

The assistant-secretary reported that a letter had been addressed to the Under-Sheriffs of the several counties and cities, suggesting to them to summon meetings of the profession at the several assize towns, to invite their support to the Association, and to consider the subjects likely to occupy the attention of Parliament during the present Session.

JURIDICAL SOCIETY.

The Society will meet on Monday, the 9th of March, at eight o'clock, P.M., when it will proceed to elect a President for the present year, under Rule 21; after which Mr. N. Lindley will read a Paper on "The Disabilities of Corporations."

RULES FOR THE PUBLIC EXAMINATION OF CANDIDATES FOR HONOURS ON CERTIFICATES, ENTITLING STUDENTS TO BE CALLED TO THE BAR IN TRINITY TERM NEXT.

An examination will be held in next Trinity Term, to which a student of any of the inns of court, who is desirous of becoming a candidate for a studentship or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible. Each student proposing to submit himself for examination will be required to enter his name at the treasurer's office of the inn of court to which he belongs, on or before Tuesday, the 12th day of May next, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the Bar.

The examination will commence on Tuesday, the 19th day of May next, and will be continued on the Wednesday and Thursday following. It will take place in the Benchers' Reading Room of Lincoln's-inn; and the doors will be closed at ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Tuesday morning, the 19th May, at half-past nine, on Constitutional Law and Legal History; in the *afternoon*, at half-past one, on Equity.

Wednesday morning the 20th May, at half-past nine, on Common Law; in the *afternoon*, at half-past one, on the Law of Real Property &c.

Thursday morning, the 21st May, at half-past nine, on Jurisprudence and the Civil Law; in the *afternoon*, at half-past one, a paper will be given to the students including questions bearing upon all the foregoing subjects of examination.

The oral examination will be conducted in the same order during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on *Thursday afternoon* there will be no oral examination.

The reader on Constitutional Law and Legal History proposes to examine on the following subjects:—

He will expect the candidates for honours in the ensuing examination to possess a general knowledge of the leading events of English History, from the Conquest to the close of the last century. He will expect them to be accurately acquainted with the chapters in *Hallam's Constitutional History* which treat of the Reigns of Elizabeth, of James the First, Charles the First, Charles the Second, and William; with the first volume of *Lord Clarendon*; with *May's History*; with the chapters in *Rapin* and *Tindal* or *Belsham*, giving an account of these Reigns; and with *Bishop Burnet's Memoirs of his Own Times*, during the Reigns of Charles the Second and William the Third. He will expect them to be acquainted with the law of treason and the law relating to the press down to the present time; and with the most important state trials and impeachments during the Reigns he has mentioned. The candidates for a pass will be required to answer general questions in English History, and to be well acquainted with the History of the Reigns of Elizabeth, of Charles the First, and Charles the Second. They will be expected also to show a competent knowledge of the State Trials during the Reigns of Charles the Second and of James the Second.

The Reader on Equity proposes to examine in the following books:—

1. *Smith's Manual of Equity Jurisprudence, Mitford on the Pleadings in the Court of Chancery.* Introduction; chapter 1, sec. 1 and 2; chapter 2, sec. 1; chapter 2, sec. 2, part 1 (the first three pages); chapter 2, sec. 2, part 2 (the first two pages); chapter 2, sec. 2, part 3, chapter 3. *The Act for the Improvement of the Jurisdiction of Equity*, 15 & 16 Vict. c. 86.
2. *The Cases and Notes contained in the first volume of White and Tudor's Leading Cases.*

Candidates for certificates of fitness to be called to the Bar, will be expected to be well acquainted with the books mentioned in the first of the above classes. Candidates for the studentship or honours, will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. *Joshua Williams on Real Property*; the same author *on Personal Property; Hayes on the Common Law, Uses and Trusts.*
2. *The Common Forms of Conveyance and Mortgage of Real Property; of Assignments of Leaseholds for years; and of Marriage Settlements of Real and Personal Estate.*
3. *The Law of Dower.* The Dower Act 3 & 4 Will. 4, c. 105, and the Decisions upon that Act.
4. *The Doctrine of Notice*, as between Vendor and Purchaser.
5. *The Extinguishment and Suspension of different kinds of Powers, and the Excessive Execution of Powers*; Edwards *v.* Slater, Hardre's Reports, 410; Alexander *v.* Alexander, 2 Ves. Sen. 640, and the Notes to those Cases in Tudor's Leading Cases in Conveyancing pp. 277 and 299 respectively.

Candidates for honours will be examined in all the foregoing books and subjects, and candidates for a certificate in those under heads 1, 2, and 3.

The Reader on Jurisprudence and the Civil Law proposes to examine candidates for honours in the following subjects:—

1. The Elements of the Roman Law of Dominion, Possession, Prescription, and Servitudes, to be studied in the *Institutiones Juris Romani Privati* of *Wankönig* (lib. ii. cap. 1, edition of 1834), or in any similar compendium of Pandect Law.
2. The Creation and Extinction of Rights and Duties. *Lindley's Introduction to the Study of Jurisprudence* Part ii. chapter 4.
3. International Rights of States in their Pacific Relations. *Wheaton's Elements of International Law.* Part iii. chapters 1 and 2.

Candidates for a certificate will be examined in—

1. The first two Books of the *Institutes of Justinian*, with the Notes to *Sandar's* Edition.
2. *Wheaton's Elements of International Law.* Part iii. chapters 1 and 2.

The Reader on Common Law proposes to examine in the following subjects:—

Candidates for a pass certificate will be expected to be familiar with—

1. The Elements of Our Criminal Law; particularly having reference to the following offences: homicide; simple larceny; assaults, aggravated or otherwise. (This subject may be read from Archbold's Criminal Pleading by Welsby, or from the 4th vol. of Blackstone (21st edition) or Stephen's Commentaries.
2. The first thirty-three sections of the Common Law Procedure Act, 1852.
3. The Nature and Classification of Contracts and Torts, so far as explained in Broom's Commentaries, pp. 257—377; 658—688; and illustrated by *Lampleigh* v. *Brathwait*, and *Ashby* v. *White*, 1 Smith, L. C. 4th edit. pp. 118 and 185 with the Notes thereto.

Candidates for the Studentship or Honours will be examined in the first and third of the above subjects, and also in—

4. Smith's Lectures on the Law of Landlord and Tenant (Lects. 5, 6, and 9).
5. The fourth and seventeenth sections of the Statute of Frauds (as explained in any recent Treatise upon Contracts), and the third section of 19 & 20 Vict. c. 97.
6. The Case of *Humphries* v. *Brogden*, 12 Q. B. 739.

Correspondence.

THE SCOTCH SYSTEM OF CONVEYANCING CHARGES.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I quite agree with you, that should the proposed measure for registering titles to land become law, it must lead to an alteration in the mode of remunerating solicitors for conveyancing business; and it is with much pleasure, therefore, that I noticed the publication in your journal a week or two back of the scale of charges for conveyancing and general business now in use in Scotland, because I believe the Scotch system to be the one best adapted for its purpose, consistent with the taxation of solicitor's bills; and that any alterations in our own, to be satisfactory, must adopt the Scotch system as a model. Undoubtedly, if it were possible to estimate it, the remuneration ought to be in proportion to the skill and labour employed; but as it is impossible for any officer, however competent, to estimate the amount of skill and labour bestowed upon each transaction—and if it were, the task would be endless—the only alternative appears to be to establish a scale of fees for different descriptions of business, varying according to the difficulty and importance of the business, and the value of the property dealt with; leaving it to the discretion of the taxing-master to allow a reasonable sum where, from the nature of the business, it is impossible to lay down any fixed rules for charging; and as this is the principle on which the Scotch system is founded—and the system appears to combine simplicity and clearness of detail—I purpose to call the attention of the profession to some of the prominent features of that system. The charges for conveyancing business in Scotland are regulated partly by the value of the property, and partly by the length and importance of the documents. No charges are made for attendances and general correspondence except in certain cases; but an *ad valorem* charge is made to cover usual attendances, which, in some instances, is the only charge made. In other business, a charge is made for drawing, as well as the *ad valorem* charges; and in some instances double regulation fees are charged for drawing, and no *ad valorem* charge is made. Thus, in purchase deeds, bonds, and other securities for money, a per centage is charged upon the consideration or price stated, and the regulation-fee of ten shillings per sheet of about three folios is charged for drawing the instrument. In settlements, the per centage is charged upon the rental or income, and double regulation-fees are charged for drawing. In ordinary leases the per centage is also charged on the rent, but no charge is made for drawing. In partnership-deeds, the per centage is charged on the value of the stock, in addition to the usual charge for drawing; and where the amount of the stock is not stated, double regulation-fees are charged for drawing the deed. The charges for drawing, copying, and engrossing are generally considerably higher than our own, and are as follow:—

	£	s.	d.
If in the English language, first sheet	0	10	0
Every other	0	6	0
If in Latin	1	0	0
Every other	0	12	0
Copying, per sheet	0	1	0
Engrossing, first sheet	0	2	6
Every other	0	1	6

Let us contrast the charges for conveyances and mortgages under the two systems, and it will be seen to what extent our Scotch brethren have the advantage over us. On a conveyance or mortgage-deed thirty folios in length, the charges would be—

Under the English Scale.
Consideration, £100.

	£	s.	d.
Drawing	1	10	0
Copying and engrossing	1	10	0
Instructions and attendances	2	0	0
	5	0	0

Consideration £1,000.

	5	0	0

Consideration £2,000.

	5	0	0

Under the Scotch Scale.
Consideration, £100.

	£	s.	d.
Ad val.	0	10	6
Drawing	2	18	0
Copying	0	9	0
Engrossing	0	14	6
	4	12	0

Consideration £1,000

Ad val.	5	5	0
Drawing, &c.....	4	6	6
	9	11	6

Consideration £2,000.

Ad val.	10	10	0
Drawing, &c.....	4	6	6
	14	16	6

It will be admitted, I think, that the Scotch system is simpler, and that the remuneration is better and more fairly apportioned according to the work done than under our own; and I believe that if a similar system was introduced in England, it would do more to facilitate the despatch of business than any measure which can be devised for simplifying transfers, unaccompanied by an alteration in the present mode of charging.

I am, Sir, yours faithfully, M.

HOW THE REGISTRY OF BRITISH SHIPPING IS CONDUCTED.

To the EDITOR *of* THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The inconvenience which does and must result from the practice adopted by the registrars of shipping is so great, that it is deserving of notice in your journal.

Perhaps the most annoying feature is, that those who experience the chief difficulty are they who are most anxious to do their business regularly; I mean that lawyers encounter more obstacles in the registry of instruments affecting the title to shipping than do commercial men, who are content to follow the dictates of the officials.

Shortly after the Merchant Shipping Act, 1854, came into operation, I had occasion to prepare declarations by individual transferees, of which a form (F) is given in the schedule to the act. I framed the declarations in strict conformity with the given form; but it was pronounced insufficient, because it did not give the name of the master of the vessel, nor the number of his certificate of competency. Forms of this declaration were issued by the Commissioners of Customs, containing blanks for these particulars, in addition to the other particulars of the form F. It is stated that these altered forms have been issued with the consent of the Board of Trade, and by authority of the 96th section; but, assuming that this has been so, it is, I think, very plain the commissioners have not given such public notice of the alterations as was necessary, in order to prevent public inconvenience, which, by that section, they were required to do; and had such notice been given, it is, I conceive, beyond the power of the commissioners to require the introduction of these particulars; for, by section 56, the only requisites of the declaration are: (1) A statement of the transferee's qualification to be registered as owner of a British ship; and (2) a denial that any unqualified person has any interest in the ship. Certainly, the addition is innocent in itself, but it is unpleasant to have an instrument properly framed rejected for its absence; and it is somewhat amusing to have to add, that the registrars make no objection to receiving declarations with the blanks for these particulars remaining unsupplied. It would seem the only way to vitiate a bill of sale or declaration is to obliterate some of the printed words in the commissioners' forms. It is quite unnecessary to make those words significant.

The new act contemplates persons being registered as "joint owners," and prohibits a joint owner from disposing in severalty of any share (sect. 57). Two persons in partnership were registered as joint owners of shares in a ship; and one of them having died, I had occasion to take a bill of sale of those shares. The act contains no declaration what shall be the effect of a joint ownership, and experience has made me too diffident to conclude from the above prohibition, that the joint owners were absolutely joint tenants. I was aware these joint owners had been partners, and "there is no satisfactory authority for the position that the title to partnership chattels survives at law, and the authorities the other way greatly predominate" (*Per* Lord Wensleydale, in *Buckley* v. *Barber*, 6 Exch. 164); therefore, I prepared a bill of sale from the executor of the deceased joint owner, and from the surviving joint owner, and tendered it for registration, with the probate and the executor's declaration, in proof of his title, as required by section 59. It was, however, rejected, on the ground that the commissioners had decided that, in such cases, the bill of sale must be from the surviving joint owner alone, after proof of the other joint owner's death had been furnished. This was a sufficiently peremptory decision upon a delicate point, but it remains to be seen what view the courts will adopt of the rights of joint owners.

I have had occasion to prepare bills of sale of shares, which were already mortgaged to the intended transferee. It happened there were two sets of shares to be dealt with, and for one set I adopted the exact printed form supplied by the commissioners; in the other, I slightly altered it to conform to that in the schedule to the act, as the bill of sale was to be given for a merely nominal consideration. The alteration consisted in obliterating the printed words in the form, acknowledging the receipt of the consideration money; and I may observe, that

the insertion of these inoperative words interrupts the flow of the proper language of the bill of sale.

I was not gratified at having both these documents rejected by the official acting for the registrar, upon the ground—I cannot say for the reason—that they appeared to him objectionable. He could not bring forward upon the books the same person as mortgagee and as owner: such a course had been pursued in former instances, but he must decline following it in this. Upon formally tendering the bills of sale, and insisting upon their being recorded, the official refused to do so, because one of the bills of sale did not contain a receipt for the nominal consideration. Be it observed, the statutory form contains no receipt for the consideration money; but these and other merely formal words have been added by the commissioners.

Eventually, to obtain the registry of the bills of sale, the transferree's title as mortgagee had first to be destroyed, and the mortgagor had to give a receipt for five shillings (never paid to him), as the consideration for the giving of the bill of sale.

It is too bad that the practice in the registry office should be so loose, and withal so perplexing; for the consequences of their refusal to register may be most ruinous, as another bill of sale may be tendered, and acquire priority by being first registered.

A very remarkable instance of the way the commissioners conduct this business is to be found in their alterations in the forms of mortgages. They have introduced, in the body of the forms they supply, a condition that the power of sale given by the Merchant Shipping Act is not to be exercised until after a given date. What operation can this condition have? Is it possible it should control or supersede the 71st section of the act? I am, &c.,

Feb. 18, 1857. W.

THE SOCIAL ESTIMATION OF THE SOLICITORS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

The position of the solicitor is a question affecting the public as intimately and, perhaps, more so than it affects himself. The rank which he should hold in society, and the estimation of him, as one of a class, are vital questions to the public at large. In the performance of his various duties the continual reference to the "respectability" of the solicitor is a fact which few persons can have failed to notice; or when that attribute is known to exist, can they have failed to notice the extraordinary bearing it has on the business in hand. When the solicitor's influence over his clients is considered, and how his opinion regulates the course of business entrusted to him, how important is it to the public that he should feel and know (apart from his own convictions as a conscientious man and a man of honour) that a deviation from a certain course of action will subject him to a loss of that which is valued by all men—viz., a high consideration in the opinion of others. Suppose a slip in practice to entail consequences serious to one party and of great advantage to another in any business transactions, would it not be a great public benefit if the parties to the transactions had such confidence in the character of the profession as to feel convinced that no solicitor could be found to take advantage of it? And though our law books are filled with cases to meet difficulties of a similar nature, it is not cases involving fair questions of litigation and discussion which are here pointed at; for the solicitors are not called upon to supply remedies unprovided for by the laws of the land, but to act in matters of daily practice in such a manner as is consistent only with a high sense of integrity and honour. If it be said, in such case, the feelings of their clients would in many cases be unrepresented, the answer is: So it must be as far as solicitors are concerned. Some other persons must be found to represent them, for solicitors will not. But how can life exist without food, or honour be nourished without an appreciation of it? To the solicitor himself a high position is due, perhaps, more than to any other man, if his functions are based on this high principle. None but solicitors themselves properly know the continual incentives they have for a deviation from it; the frequent pecuniary advantages to themselves; the not unfrequent suggestions and pressure of their clients; the many actions he could perform, bringing advantage to himself alone, and for which he would be irresponsible but to his own conscience;—such temptations cause him to subject himself more frequently to the judgment of his own conscience than probably any other class of men in this country. And it is to the value of man as a moral being that in justice honour should be awarded.

If the public know this, and feel the justice of the solicitor being rewarded by his position, and the estimation in which he is held, they should also know that it is to their interest that he should be compelled to hold a good position; for otherwise that portion of the body who descend to deny their better nature will, in sacrificing to mammon, often take a better place than better men.

"Let none admire that riches grow in hell."

That in matters of negotiation, litigation, and generally in the administration of the law, a great deal is left indefinite, and to the fair understanding of the parties engaged, so involving the necessity of a high principle in those engaged in its administration, there can be little doubt, and is recognised in the common forms of assurance—viz., "according to the true interest and meaning of these presents." So that if it be true that the honourable solicitor is entitled to a good position, and that the interests of the public will be promoted by his having one, and that solicitors as a class should hold one, and be compelled to do so, why has not this result been attained, if such be the case; and what are the proper means of securing it?

That solicitors as a class do not hold a high position in the estimation of the world must be admitted; for most solicitors are frequently justly appreciated by their clients; and, considering the important duties which they have to perform, the delicate investigations in which they are concerned, the weighty interests entrusted to their daily care, and the great benefits frequently secured by them for their clients, it would be very strange if such were not the case. Still, when do these very clients speak of the body with admiration and respect? Who does not hear lawyers spoken of as a class doubtfully and with inuendoes by no means complimentary? How seldom is the remuneration given to the solicitor acknowledged to be a fair and reasonable reward for his services? the very mention of a bill of costs appearing to suggest to the mind of the public an idea of imposition and sanctioned extortion.

For what public appointments is the solicitor thought fit except those in which his services cannot be dispensed with? How often is his disinterested advice or action attributed to unselfish purposes? What does every act of Parliament show where the interests of the solicitor are interfered with by the Legislature? In what courts of justice is there any accommodation afforded for the solicitor, either for their personal convenience and comfort, or for the better performance of their duties to their clients? How is he frequently treated by the advocate whose position he has been so material in creating? When do the bench really and seriously treat him with consideration? Is he not generally spoken of as the person responsible for every mischance in the suit, but otherwise as a nonentity? But do the solicitors themselves hold their own body in a proper estimation; and is not the remedy chiefly in their own hands? Do solicitors sufficiently take notice of the malpractice of members of their own branch of the profession? Do they make such actions a common offence to themselves? Do they sufficiently esteem a brother sollcitor whom they find and know to be above suspicion? Do they sufficiently combine to repel injustice to one of themselves as a common injury? Do they, when the profession is spoken ill of, make the best defence of it in their power, or leave it to defend itself? and when undeserved reproach is cast upon one of its members, do they feel any of the reproach themselves, or rather do they not look on with indifference, and show themselves wanting the indignation which a consciousness of injustice would arouse? Do solicitors fairly represent to their own clients the policy and conduct of the solicitors opposed to them, or is it not often a fact that they expatiate on the shortcomings of their opponents in one capacity or another, either from the love of vanity, which revels in the contemplation of superiority, or with the idea that awarding too much merit to an opponent might interfere with his own prosperity? Is there not growing up among solicitors a competition for business, and, in some cases, a mode of acquiring it inconsistent with the position they ought to hold. Instead of the client calling upon the solicitor, do not the solicitors frequently make a habit of calling on their clients: more like calling for orders than waiting to be consulted or to receive instructions to do some act requiring the assistance of a legal adviser. Were it not for an inherent conciousness of his ability and integrity, and his knowledge that this is appreciated by his own clients and by his own branch of the profession, and were he to depend entirely for support on the general opinion of the public, the solicitor would frequently feel his condition to be galling indeed.

But he is supported by a consciousness of his power perhaps more than by any opinion of others, which fact may be one of the main causes leading to the results complained of; but to ascertain clearly what these causes are is a great way towards a remedy.

In every highly civilised state of society there must be numerous intricate rights and interests depending for their existence or limitation upon certain fundamental or conflicting laws. And to know the policy and reasoning upon which such rights and interests are based requires no ordinary amount of study and attention, and for this reason in a civilised community there will be a class of lawyers whose sole business it is to be such.

This is a necessity universally felt and acknowledged, and in this necessity lies perhaps the chief discontent existing towards lawyers as a class. The general public are aware of their incapacity to construe and elucidate the intricacies of the law or its practice, and thoughtlessly assume that the law ought to be so simple that those who run may read; and because this is not so, and of the difficulties surrounding every complication of interests, the administrators of the law are punished with the difficulties and faults of the law itself; and to this one cause may be traced much discontent towards the profession—the public not being sufficiently instructed or thoughtful to know that the administrators of the law and its makers have different functions to perform, and are not responsible for each other's acts. The question of costs is perhaps also one of the chief reasons for the feeling with which the profession is regarded; and it is discontent and ill-will which deprive him of the position he would otherwise enjoy. If it is right that the amount of remuneration to be given to the solicitor should be fixed, he, at least, should be liberally paid for his services if it is required that those services should be efficient. And when they are charged for as conferences, letters, attendances, &c., the public seem to forget that the profits of their business and the interest on their capital are often accruing whilst they are doing nothing, whilst the personal labour and attention of the solicitor is required for every shilling he earns; and that if the solicitor did not charge for the letters and attendance (which the public often think a high charge for such services) the solicitor must be paid in some other manner for the time occupied in his client's business, and for his thought and knowledge, and constantly turning over books and considering cases, which alone make him competent for the services required of him. That a great deal of dissatisfaction will exist as long as there are unreasonable men in the world there is no doubt; and in litigation there is always a losing side, for which the solicitor is often and unjustly considered responsible. That solicitors fight the legal battles of the public, and among the public are many losers, lies at the bottom of a great deal of the ill-will with which the profession is visited.

The varied and extensive character of the solicitor's duties, bring him necessarily in contact with different members of the bar, of many of whom there are very few solicitors who have not had reason to speak with the highest admiration and respect; but there is a general idea with the public, as well as with the solicitors, that this feeling is not reciprocated. Whatever the future of either branch of the profession may be, there can be little doubt but that the whole profession as well as the public will be better off by a desire among both branches to assist the true interests of the whole profession.

The solicitor has perhaps had his feelings too strongly enlisted in his client's cause to remember his own interest, but a coolness of head is as necessary for a solicitor as for a general; and a client's interest would be better secured by the solicitor concentrating his whole power *ad rem*, and never *in personam*; for the client's interest is best served by the solicitor avoiding anything like personal altercation, and rather by raising than lowering the standard of his opponent; for if a man feels he ought to be what he is said to be, a great step is taken towards his becoming so. But it is, no doubt, a general opinion that the solicitors as a body are sufficiently strong to bear anything which may be said of them; but if this were so, they would command the position it is contended they should hold without waiting for its concession. The universality of the lawyer—for where men buy, and sell, and labour, there must be lawyers—makes the dissemination of his ideas an easy matter, and gives him the means of securing to his profession any advantages it may obtain, should such rules and principles be established as are likely to gain his branch of the profession the advantages of position it has not hitherto attained.

Reviews.

Oke's Magisterial Synopsis. 5th edit. 1857. Butterworths.

We believe that the majority of well-informed persons would indorse the eulogium pronounced by Lord Tenterden upon the unpaid magistracy of England, if considered as a class, and without reference to individuals. Rather more than half a century ago, a rule for a criminal information had been obtained against a certain Lancashire magistrate, charging him with having refused to take the examination of two persons who offered to give their evidence in a case brought before him; and in discharging this rule, chiefly on the ground that such refusal (if erroneous at all, which was doubtful, under the circumstances of the case) proceeded not from any unjust, oppressive, or corrupt motive, but from mistake or error only, the Chief Justice of the Common Pleas thus expressed himself:—"This application is made against a gentleman who is one of that class of persons to whom this country is under as great obligations as this or any other nation is, or ever was, to any members of its community. I speak of the gentlemen residing in the different parts of England who act in the execution of the commission of the peace, and who gratuitously devote a great portion of their time, and bestow much valuable, but often thankless labour in the administration of many branches of the law; and amongst others, in those of the early and in many of the mature stages of our criminal jurisprudence. In this most valuable class, many persons are found who possess a sound knowledge of the law, united with the most useful and extensive practical information." Now, this was true when it was said, and is, indeed, still truer now, when the efforts of some fifty sessions have complicated magisterial work and increased the jurisdiction of justices, while the average standard of magisterial ability has been, perhaps, during the same period, proportionally raised. And yet the frequent instances of folly, perversity, and ignorance on the part of individual members of this meritorious class with which the newspapers teem, and which the personal experience of many of our readers must attest, are sufficient to raise a doubt whether *paid* administrators of the law, versed in the actual practice of their profession, and responsible not only to public opinion but to the wholesome supervision of an official superior, would not, on the whole, be an improvement. The lash of newspaper criticism is all very well as far as it goes, and keeps many a would-be tyrant, and controls many a hasty temper, within decorous bounds; but there is something still more persuasive in a letter from a Secretary of State—followed by the ceasing of stipend, and subsidence into private life. There is, of course, no doubt that a lawyer, who, with undiminished powers, retires from the exercise of his profession to guide with tact and inspire with wisdom the decisions of his brethren at their "special" and their "petty" sessions, deserves all the gratitude which waits on the man who confers on his country a most signal service. But are the rolls of our magistrates composed exclusively of such men? Do we not find there—too often—the purse-proud and the unintellectual; the man who never knew any law at all, and him who has forgotten all that he ever learnt? As long as the office is sought for the power and consideration it bestows, and granted irrespective of the mental qualifications of the applicant, these interlopers, we fear, will often be found, and grievous cases of individual oppression and injustice must be the consequence. Again—we need hardly say, on a very different principle—we would gladly see the *clergy*, at all events, relieved from duties and responsibilities little akin to their sacred office. It has always struck us as a painful circumstance, that he whose high privilege it is to speak to the penitent sinner the words of peace and comfort, should also carry the rod of secular discipline—that one whose path through life should be followed by the blessings of the poor, should fire the train of evil consequences which too often wait on a conviction before a magistrate. An intimate acquaintance with Burn's Justice, or with such treatises as that now before us, seems scarcely suited to him whose ceaseless study and meditation should be the doctrines of a very different Book; and yet, without such acquaintance, great would be the danger both to the judge and to his victim!

But whatever may be the relative advantages of paid and of unpaid justices, and whatever the virtues or the faults of those who at present occupy the magisterial benches of our country towns, it is, of course, of the last importance that those who administer the law should receive all the assistance which can be given to them by books towards the due fulfilment of their duties. Of such books there are many; but we know of none which has a more practically useful air than the magisterial synopsis by Mr. Oke, of which he has just published a

fifth edition. It is difficult to convey an accurate impression of a work which mainly consists of tabulated arrangements, without inserting extracts, which would be unsuited to our pages, and which would after all be inadequate to the object. The merits of such a performance are those of accuracy and system, and can be thoroughly tested only by actual practice and minute comparison with the authorities quoted. But that the present volume possesses these qualities in a very high measure, the rapid sale of each successive edition furnishes strong evidence. The general plan adopted is, to arrange, in alphabetical order (and, first, in reference to *summary convictions*, under 11 & 12 Vict. c. 43), each matter on which information can be required by the magistrate, and to present at a glance the nature of the offence; the statute by which it is regulated; the time within which it is necessary that the information in respect thereof should be laid (and whether on oath or otherwise); the number of justices required to convict; the penalty and mode of enforcing it; whether there be an appeal, and, if so, within what time; to whom the penalty is payable; and, finally, a reference to the page of a work by Mr. Oke, called by him the "Formulist," in which the technical description of the offence appears. And a similar collection of tables is given in reference to *indictable offences*, showing besides the general nature of the offence, and a reference to the statute by which it is regulated, or the treatise in which an account of it is to be found: whether it is triable at sessions or at the assizes only; whether bail is or is not discretionary; the punishment which may be awarded; and last (not least), whether the costs of the prosecution are allowed. There are other portions of the book —such as an introduction on the duties and jurisdiction of justices, and on the office of clerk; and chapters treating of the law and practice of informations, of summary procedure, of bail, and the like; but these Tables form its most characteristic and useful feature;—and that they must be eminently useful, we have not the least hesitation in saying. Everything is told the magistrate which he can be told by any book at all. But, alas! ample room still remains for error and injustice; for it is beyond the art even of Mr. Oke to tabulate the law of evidence, and the rules of natural equity. No treatise can enforce tact or moderation, if either be wanting in the reader. None can steady the scales of justice, if they be biased by prejudice, or by the promptings of personal interest.

But we should be acting unjustly by Mr. Oke, were we to conclude without remarking that there is a class of men who will rejoice in the volume before us, to a greater degree even than magistrates themselves. Mr. Oke was and is a magistrate's clerk; and to those who act in the same capacity, his work must indeed be a boon. In the justice room, as elsewhere, the real labour often belongs to the branches, and not to the head. It is absolutely necessary, for the ease of the Bench, that the clerk should be able, without hesitation, to put his official finger on the act of Parliament, and on the section or sections thereof under which his superiors are to act, so as to keep them on the narrow path wherein they should tread. And in the present volume he will find a silent tutor, who will supply all the deficiencies in education or memory of which he may be conscious, and who will save him not only from "dishonour," but perhaps from "infinite loss."

The Law of Mortgage as applied to the Redemption, Foreclosure, and Sale in Equity of Incumbered Property; with the Law of the Priority of Incumbrancers. By WILLIAM RICHARD FISHER, of Lincoln's-inn, Esq., Barrister-at-Law. Butterworths.

The title-page of Mr. Fisher's book on the Law of Mortgage, taken altogether, has the now-a-days rare merit of telling the reader exactly what he is to expect, and nothing more. The author does not profess, nor does he attempt, to deal with the law further than as it relates to the redemption, foreclosure, and sale of mortgaged property, except that he appends a treatise on the law of the priority of incumbrancers. He plunges at once into the nature of the rights of redemption and foreclosure, and despatches in a somewhat cursory manner his inquiry into the several kinds of redeemable securities. He appears to view his subject almost wholly from an *ex post facto* point of view; in other words, he always regards a mortgage as a thing accomplished, and as if the only question that remained for him to consider was how the mortgagee might realise his security. We, therefore, must still turn to Mr. Powell's and Mr. Coote's works for complete information as to the subject-matter of mortgages, as to the manner in which they are created, and as to the respective rights attributed to mortgagors and mortgagees, other than those which a court of equity will enforce in the realisation of the mortgage security. Either or both of these works will still be indispensable to the conveyancer. Mr. Fisher's book will also be found by the conveyancer to be very useful; but we think it will be of the greatest utility to practitioners in our equity courts.

The book is divided into nine chapters, as follows:—1, Of the several kinds of securities; 2, of redemption; 3, of foreclosure and sale; 4, of parties; 5, of the appointment of a receiver; 6, of notice; 7, of priority; 8, of accounts; 9, of the decree, and matters arising thereout. We give the author's own account of the division of his subject, because it will afford our readers a better notion than anything we could say in as many words of the manner in which he proposes to treat it. This division (with an exception noticed hereafter) recommends itself, not only because it is accurate and logical, but also because it will be found very convenient for practical purposes, which is no little merit in such a work. Its subdivision into sections, and its minor details generally, are similarly characterised by an anxiety, on the part of the writer, to write for the practitioner. Whoever expects to find any elaborate disquisitions upon black letter law, or upon legal subtleties, that have more interest to the jurist or the legal antiquary, than to persons actually engaged in practice, will be disappointed. At the same time, the general result of a series of cases, or of statutes, as affecting any particular question, is often very clearly and tersely enunciated. The cases themselves have been collected evidently with great diligence, and are generally stated with precision and good judgment; but, as might be expected, we sometimes find that where decisions in the courts of appeal have taken place within the last two or three years, the author has omitted to "post them up," where they overrule the judgment of the court below. Thus, the decision of *Stuart*, V. C., in *Ware* v. *Lord Egmont* (18 Jur. 371; *S. C.* 2 W. R. 126), is stated to be law, the decision being that where an abstract of title on a purchase disclosed a certificate of the redemption of the land-tax thirty-three years previously by persons acting as the guardians of an infant tenant in tail, the purchaser was held to have had constructive notice of a charge, of which he might have known, if he had inquired how the redemption was effected. Mr. Fisher twice refers to this decision (pp. 318 and 457); and, in the former place, endeavours to show that it is not inconsistent with the doctrine of notice, as recognised by courts of equity. But most equity lawyers are aware that the Vice-Chancellor's decision was expressly overruled by the Lord Chancellor, in a judgment which contains the strongest possible condemnation of the extension of the doctrine of constructive notice, which he considered to be involved in the Vice-Chancellor's judgment. His lordship's decision was pronounced in November, 1854, and is reported in 4 De G. M'N. & Gor. 460; *S. C.* 3 W. R. 48, and in all the other reports, and certainly ought not to have been omitted from a treatise published two years subsequently. There are also instances of important cases decided within a period of two or three years antecedent to the publication of Mr. Fisher's work, which have been omitted altogether. Thus we find no mention of *Cockburn* v. *Aukett* (3 W. R. 641)—a useful case, on the question of necessary parties, where *Kindersley*, V. C., held, on the authority of *Redshawe* v. *Newbold* (12 Jur. 833)—also not noticed by our author—and of *Sale* v. *Kitson*, that the trustees of a will, whereby property is devised subject to mortgages, sufficiently represent the mortgagees. We might add several other cases of more or less importance which have been decided within the time mentioned—*ex. gr.*, *Hinde* v. *Poole* (1 Kay & Joh. 383, *S. C.* 3 W. R. 331), *Saloway* v. *Strawbridge* (1 Kay & Joh. 371; *S. C.* 3 W. R. 335), *Russell* v. *M'Culloch* (1 Kay & Joh. 313; *S. C.* 3 W. R. 280), *Wilkins* v. *Reeves* (3 Eq. Rep. 494; *S. C.* 3 W. R. 305), *Herries* v. *Griffiths* (2 W. R. 72), *Norton* v. *Cooper* (2 W. R. 659), and lastly (not to extend our list too much), *Freer* v. *Hesse* (23 L. J., Chanc., 338). It must, however be admitted that an author, engaged in the composition of a work on law, must take his stand at some point of time, beyond which he need not attempt to note up the decisions for the purpose of his book. The only question is, whether there ought not to be some recognised rule on the subject as to time, so that the profession might be prepared to note up the decisions in a text-book from a certain period antecedent to its appearance. We take this opportunity for throwing out the suggestion, not because we are satisfied that the manner in which Mr. Fisher has executed his task particularly calls for it, but simply because it occurred to us when looking for a case which we knew had been decided two years ago, and which, though it related to the subject of mortgages, was not to be found in Mr. Fisher's book.

The most useful part, perhaps, of the entire work is the chapter which discusses all the questions that have arisen, or are likely to arise, between mortgagors and mortgagees in matters of account, including interest and costs. It frequently happens, in foreclosure and redemption suits, that the only real question at issue, when the cause comes on for hearing or upon further directions, is as to the manner of charging a mortgagee in possession; or as to allowances, which he claims to be entitled to; or as to the conversion of interest into principal, the computation of subsequent interest, or the right to set off arrears of interest; or as to the mortgagee's costs, the costs of unnecessary parties, &c.: and it is no uncommon thing to experience considerable difficulty in laying one's hand upon a case in point, should a contest arise upon any of these subjects. The book now before us contains the most ample and carefully digested information on all these topics, and also upon all questions that may arise as to the nature and form of the decree in suits for redemption or foreclosure. Nor should we omit to notice some very useful forms of decrees, taken from the registrar's book, which are to be found in the appendix. In short, the practitioner will find in this book, in a convenient form, pretty nearly everything he may require in actual practice, on the law relating to the redemption, foreclosure, and sale of incumbered property.

The collection of authorities on the rule of constructive notice will also be found of some value; although we cannot help thinking that our author has devoted either too much or too little of his space to this subject. He has devoted too much, if he intended to treat the doctrine so far only as it relates to mortgages; and too little, if his object was to discuss that most subtle and extensive subject in all its bearings. He seems to have aimed at the latter, and in this respect, therefore, has necessarily failed, as any competent lawyer may see by looking at sect. 546, p. 302, where the author states the four different classes of cases in which constructive notice may be imputed. Unlike his logical divisions elsewhere, we find here divisions that are purely arbitrary, and neither accurate nor complete. It would have been quite impossible, in the fifty pages appropriated to the whole subject, to have touched upon, however slightly, and at the same time accurately, all the endless modifications of this rule. The cases in which some trace of the doctrine of notice is to be found are infinite. It is worse than useless, therefore, to take at random one or more cases upon every general head, except they are selected simply with a view to enunciate a general rule, which of itself may be taken as certain. By way of illustration of the danger to which we refer, let us take sec. 561, p. 311, in which Mr. Fisher speaks of the rule of notice as it affects partners. The rule in such cases is stated by Mr. Fisher thus:—"Notice to one of the several partners is notice to the partnership." The only two modifications of the rule which our author gives are in the case of mutual assurance companies and joint-stock banking companies. Nothing is said about such cases as *Swan* v. *Steele* (7 East, 210), *Jacaud* v. *French* (12 East, 317), and numerous others, where questions arise as to the liability of partners to be affected by notice to a partner who is also a partner in another firm or in a particular adventure, through which he arrives at the knowledge imputed to his partners in the firm, which, or any other member of which, had no actual notice, where it is sought to be implied. The doctrine of notice, actual or constructive, touches the law of partnership in divers other points, as one may see, for example, in *Decaynes* v. *Noble* (1 Mer. 579, 616), and in many other cases; but many of these cases, of course, the author was not bound to mention, inasmuch as the particular section to which we now refer comes under the general head of "constructive notice between principal and agent," and, therefore, he here considers the subject of notice only as it affects partners in reference to the general head. However, even within this scope there are numerous decisions which go to qualify the proposition unconditionally stated in sect. 561, upon the authority of *Travis* v. *Milne* (9 Hare, 141). Thus, members of a partnership firm may be affected with constructive notice of a fraud by one of the partners whose irregular course of dealing ought to have made them institute such inquiries as would have led them to a discovery of the material facts:—See *Sadler* v. *Lee* (6 Beav. 324), where a further question arose as to the liability of an insane partner to be affected by notice. Again, in the case of *Mosedon* v. *Wyer* (6 Scott, N.R., 945), which was an action against two persons, being partners, service of a notice of declaration on one of them at their place of business (the affidavit not disclosing that the action was brought for a partnership debt) was held to be insufficient. We might mention numerous other cases in support of our objection—as, for instance, such cases as *Alderson* v. *Clay* (1 Campb. 404), *Brown* v. *Leonard* (2 Chit. 120), and *Kilcock* v. *Guy* (2 Russ. 285), where the liability of partners to be affected by notice to one of them was held or asserted to be subject to the absence of notice to the creditor or other party who seeks to affect the partnership with notice, as to any arrangement between the partners to limit or modify their liabilities as partners.

No one supposes for a moment that, in a book on mortgages, he is likely to find a perfect treatise on the doctrine of notice, or even on the more cognate subject, the priority of incumbrancers; but it is a very useful matter for inquiry, and one that properly falls within the province of a reviewer, as to the present method and arrangement of legal text-books; and we think the question is fairly raised in the book now before us. The doctrine of notice has properly no more to do with the law of mortgages than it has with the law of partnership, of principal and agent, of bills of exchange, of vendor and purchaser, of carriers, of joint-stock companies, of judgments, or of contracts; and we find, in all the text-books upon these respective subjects, and many others, a chapter or two upon the doctrine of notice—not merely as one might expect, so far as it related to the subject-matter of the particular book, but—purporting to be upon the doctrine generally, with scarcely an attempt to deduce general principles, or to reduce the authorities into categorical order, otherwise than in an arbitrary and off-hand manner.

We might mention other instances where other subjects are treated in a similar way; and, if our space permitted, might show that the fault is mainly attributable to an illogical view of the province and limits of any given subject—a fault to which legal writers are more liable than any other class of authors, from the circumstance, that in the cases which actually arise in practice, from which our principles are drawn, these principles are seldom to be found in any other than a complex form—*ex. gr.*, in a suit affecting a mortgage, we may have—besides the special law of mortgages—questions of waiver, acquiescence, lapse of time, laches, breach of trust, notice, fraud, &c. Nevertheless, a book on mortgages could not and ought not to attempt to treat of all these questions, except so far as they have an immediate and obvious relation to mortgages. So far as these general subjects are concerned, they should be left to treatises devoted to them exclusively; and they, in their turn, should not unnecessarily intrude upon the law of mortgages, or any other extraneous subject. But we must now content ourselves with merely throwing out this hint, while we repeat our entire approbation of the work before us, so far as it treats of the proceedings in our courts of equity for the realisation of mortgage securities. We know of no work in which persons requiring information on this subject can more readily and conveniently acquire it; and, upon this ground, we heartily recommend it to the profession.

Lectures at the Incorporated Law Society.

MR. MALCOLM KERR ON THE STATUTES OF LIMITATIONS.

Mr. Malcolm Kerr, in his concluding lecture upon this subject, on the 23rd ult., observed that there now remained but *three* disabilities to prevent the operation of the statute—infancy, coverture, and unsoundness of mind—and that the effect of the existence of these disabilities was to suspend the operation of the statute only until they were removed. Thus, where a married woman, being an administratrix, lent part of the assets to her husband, and took a promissory note from him and a surety for the amount, it was held that she had six years after her husband's death within which she might sue the surety (*Richards* v. *Richards*, 2 B. & Ad. 447). The disability, which was to suspend the operation of the statute, must exist when the cause of action accrued; for where the time had once begun to run, no subsequent disability, however involuntary, would stop its operation (*Humphrey* v. *Scrope*, 13 Q. B. 512). The right of action might be suspended by the disability of the plaintiff; the operation of the statute might also be suspended by the absence of the defendant; for it was but reasonable that, if the plaintiff were barred by a six years' abstinence from suing, he should only be barred when he had been in a position to sue. If, therefore, the person against whom the cause of action existed were, at the time the cause of action accrued, beyond the seas, the plaintiff had six years in which to sue him after his return.

This was the effect of the 19th section of the statute 4 Ann. c. 16, to which the 12th section of the Mercantile Law Amendment Act had reference.

Under the statute of Anne, suspending the obligation of a plaintiff to sue a defendant when such defendant was beyond seas, by giving him six years within which to do so after his return, it was held that Ireland was beyond the seas within the meaning of the statute (*Lane* v. *Bennett*, 1 M. & W. 70). The 12th section of the Mercantile Law Amendment Act was passed to remove this anomaly; for Ireland was not beyond the seas within the meaning of the 3 & 4 W. 4, cc. 27, 42—each of these statutes containing an express provision to the contrary. Where the defendant was beyond seas, which now meant beyond the limits of the United Kingdom (for the statute of Anne was passed *after* the union with Scotland), the plaintiff had six years after his return. This was well illustrated in the case of *Williams* v. *Jones* (13 East, 439). If the defendant once set his foot in this country, though his stay were for a very short time, and were unknown to the creditor, the statute at once attached, and its operation commenced. The action, if not brought within six years of the defendant being thus in England, and within the jurisdiction, was barred (*Gregory* v. *Harrill*, 5 B. & C. 341). The same principle applied in the case of the defendant dying abroad, for there the plaintiff might sue his executors at any time within six years, not of the death, but of the executors taking out probate (*Douglas* v. *Forrest*, 4 Bing. 686).

This principle was one which, carried out to its full extent, involved another consequence—viz., that if *one* of several joint debtors were out of the kingdom, the statute did not begin to run until his return, although all the other joint debtors might be resident within the jurisdiction (*Fannin* v. *Anderson*, 7 Q. B. 811). The plaintiff was not obliged to sue the joint debtors in this country without joining the absent defendant. The other defendants could not plead in abatement, because in such a plea it was necessary to show that all the defendants were within the jurisdiction, and might be sued, to give the plaintiff a better writ, as it was termed. But the plaintiff was not bound to abandon his claim against the absent defendant, which he in effect did by suing the defendants here; for by getting a judgment against the defendants here, the simple contract for which the absent defendant was jointly liable became merged in the specialty debt created by the judgment; and if the plaintiff afterwards sued the absent defendant on his return, that defendant might effectually plead in bar the judgment recovered against the others. All this was, however, altered by the 11th section of the Mercantile Law Amendment Act, which consisted of two branches. The first branch of the section enacted that a plaintiff should not be entitled to any time within which to commence his action by reason merely of the absence of one or more of the joint debtors—*i.e.*, that as to any joint debtors who were resident within the United Kingdom, the statute would run from the time that the cause of action accrued. The second branch of the 11th section was to destroy the effect of a judgment obtained against the defendants here so far as it prevented the absent defendant or defendants from being sued on his or their return; for it enacted that no person should be barred from suing by reason only that judgment was already recovered against any one or more of the joint debtors who were beyond the seas at the time the cause of action accrued.

The rules by which to ascertain, in all cases, the time when the cause of action accrued to the plaintiff were:—

1. In the case of *torts*, the right of action accrued to the plaintiff the instant the injury was done. 2. In the case of contracts, the right of action accrued when the contract, whether express or implied, was broken, and not when the damage was sustained by reason of the breach of contract. There might be a breach of contract without any one being, at the moment, entitled to take advantage of it. Thus, in the case of a bill of exchange payable to a man who died before it became due, and which bill was not paid at all; if the payee happened to be alive when the bill fell due, the contract was broken on its non-payment, or, in mercantile and legal language, its dishonour. But if the payee were dead intestate, there was no one to sue for this breach of contract; no cause of action could accrue to a dead man; but the cause of action accrued the instant the rights of action of the deceased were in the administrator; and, therefore, the six years' limitation ran from the grant of the letters of administration (*Murray* v. *East India Co.*, 5 B. & Ald. 204).

If the six years had run during the lifetime of the deceased, and no action had been brought by him, the statute was a bar. Nothing the executor could do would defeat its operation; but if the testator had brought an action within the six years, which abated by his death, the executor had a reasonable time (which it seemed to be generally agreed should be a year), after the testator's death, to commence a new action; and the case would be out of the statute, although the full period of six years from the time the cause of action accrued to the testator should have elapsed (*Hickman* v. *Walker*, Willes, 27; *Rhodes* v. *Smethurst*, 6 M. & W. 353).

The statute of James barred the remedy only, but did not extinguish the debt. From this followed two consequences—that the plaintiff did not lose, by the lapse of the six years, any other means he might have of enforcing his right—such as a lien; the other, that the claim was capable of being revived by an acknowledgment in writing. Before Lord Tenterden's Act, this acknowledgment might have been by word of mouth. The consequence was, that almost in every case in which the statute was pleaded, an acknowledgment within the six years was sworn to, so as to take the case out of the statute, if the jury believed the witness.

The perjuries in these cases were so flagrant, however, that Lord Tenterden's Act was passed, supplementing, in this respect, the provisions of Charles II.'s Statute of Frauds and Perjuries, and providing that no acknowledgment or promise by words only should be deemed sufficient evidence of a new or continuing contract, unless it were made or contained in some writing. This acknowledgment, or promise in writing, must, by Lord Tenterden's Act, have been signed by the party chargeable; it might even be signed either by him or by an agent duly authorised to make such promise or acknowledgment—the Mercantile Law Amendment Act, sect. 13, having put acknowledgments of this kind in the same category as acknowledgments under the Statutes of Limitations.

The principles on which acknowledgments were to take cases out of the statute, had been satisfactorily settled by modern decisions. The earlier cases were, in the great majority of instances, not now to be relied on.

The first essential of such acknowledgment was, that there should be either an express promise to pay, or an acknowledgment in such distinct terms that a promise might be reasonably inferred. This was the principle laid down in *Williams* v. *Griffith* (3 Ex. 335). And such an admission would be sufficient to bar the statute, although the parties might differ as to the amount due to the plaintiff (*Colledge* v. *Horn*, 3 Bing. 119), for extrinsic evidence was admissible to show what was the amount really due (*Cheslyn* v. *Dalby*, 4 Y. & Coll. 328). There must be an express promise, or an acknowledgment in distinct terms, from which a promise might be inferred; where the acknowledgment was guarded or qualified, the promise could not be inferred, and the operation of the statute would not be barred. Thus, if the acknowledgment of the debt were accompanied by a denial of the liability for it, no promise to pay it could be inferred (*Brigstocke* v. *Smith*, 1 Cr. & M. 483). Within this principle, that an acknowledgment accompanied by a denial of liability was not one from which a new promise could be inferred, came those cases in which the debtor had admitted the original claim, but denied that the liability existed at the time of the omission, for instance, because the debt had been paid (*Birk* v. *Guy*, 4 Esp. 181), or because there was a set-off (*Swann* v *Sowell*, 2 B. & Ald. 759), or because the statute had run against it (*Coltman* v. *Marsh*, 3 Taunt. 380). And it would seem to make no difference that the denial of liability at the time was founded on fallacious grounds (*Partington* v. *Butcher*, 6 Esp. 66; *Hellings* v. *Shaw*, 7 Taunt. 608), for a promise could hardly be presumed when the defendant in effect said, "I do not *now* owe you the money, because it was discharged in such and such a way." But the acknowledgment was equally ineffectual if it were accompanied by a refusal of payment; for in such a case it was evident no promise to pay could be implied (*A'Court* v. *Cross*, 3 Bing. 328). So if there were an acknowledgment with a conditional promise to pay, no absolute promise could be inferred by the law (*Tanner* v. *Smart*, 6 B. & C. 605). When the promise was to pay on a certain condition, or arrival of a certain time, it might give rise to a new action, in which the performance of the condition or the lapse of the period given must be proved (*Tanner* v. *Smart*, 6 B. & C. 603; *Humphreys* v. *Jones*, 14 M. & W. 1). From an acknowledgment which contained a statement of an intention to pay if able, no absolute promise could be inferred (*Fearn* v. *Lewis*, 5 Bing. 349). So an acknowledgment, leaving the existence of the alleged debt quite open, would not bar the operation of the statute (*Sponge* v. *Wright*, 9 M. & W. 629). And on the same prin-

ciple a letter "without prejudice" was not sufficient (*Hart* v. *Prendergast*, 14 M. & W. 741).

There must be an express promise, or an acknowledgment in such distinct terms that a promise might be inferred, and that promise or acknowledgment must relate to the debt claimed; for where it was *primâ facie* sufficient to take the case out of the statute, evidence was nevertheless admissible to show that there was no such intention in the party making it (*Davis* v. *Cripps*, 12 M. & W. 159). Any acknowledgment to bar the statute must also be made before action brought; the legal effect of it being that it was a new promise (*Bateman* v. *Ruder*, 3 Q. B. 574). A new promise after action was evidently good for nothing, although there were decisions to the contrary, which were mentioned in the case referred to.

With respect to the agent duly authorised to make such acknowledgment or promise—an attorney instructed to make the best terms he could for his client, would possibly be an agent duly authorised to make such an acknowledgment as would bar the statute. It had been held under Lord Tenterden's Act that the admission of a debt by the authorised agent was not sufficient (*Burt* v. *Palmer*, 5 Esp. 145), nor by a third person to whom the debtor referred the creditor for information respecting his demand (*Williams* v. *Innes*, 1 Camp. 364), nor by a wife who was accustomed to conduct her husband's business (*Anderson* v. *Sanderson*, Holt N. P. 91), nor by the debtor's counsel at the trial in his hearing (*Colledge* v. *Horn*, 3 Bing. 119). These persons would now probably be agents within the meaning of the statute, if the words had been, as in the 3 & 4 Will. 4, cc. 27 & 42, "or his agent," but the very precision of the words of the section of the Mercantile Law Amendment Act, in defining the agent who might make an acknowledgment to be one duly authorised to make such acknowledgment or promise, would call upon the courts for a strict interpretation.

Lord Tenterden's Act expressly provided that in the case of several joint contractors, or executors, or administrators of a contractor, one of them would not lose the benefit of the statute by the written acknowledgment of another; but, at the same time, it enacted that nothing should alter, take away, or lessen the effect of any payment of any principal or interest made by any person. Before this statute part payment of a debt revived the claim as to the residue (*Whitcomb* v. *Whiting*, Dougl. 652); part payment had the same effect since the statute (*Wyatt* v. *Hodson*, 8 Bing. 309): the reason being, that such part payment was evidence for the jury of a fresh promise (*Gowan* v. *Forster*, 3 B. & Ad. 511), and the fact that such payment, like any other fact, might be proved by parol evidence (*Cleave* v. *Jones*, 6 Ex. 573.)

Part payment to an agent of the creditor would take the case out of the statute (*Megginson* v. *Harper*, 2 Cr. & M. 322), and it was not necessary that the payment should be in cash. If, for instance, goods were given and taken in part payment of the debt, this would be sufficient to revive the claim (*Cottam* v. *Partridge*, 4 M. & G. 271). But the part payment must appear by the facts to have been in part payment of the original debt in question. If it were doubtful whether it was a part payment of an existing debt, or a payment generally, it would not have the effect of barring the statute (*Waugh* v. *Cope*, 6 M. & W. 824; *Burkill* v. *Blanchard*, 3 Ex. 89). The part payment must in all cases be made under circumstances which would warrant a jury in inferring therefrom a promise to pay the residue—this being the promise which the law implied from the fact of payment. If, therefore, it appeared that when the defendant made the payment he clearly intended to pay the whole debt in full, this payment would not operate as a mere promise to pay, and would not revive the plaintiff's claim as to the residue of the debt (*Foster* v. *Dawber*, 6 Ex. 839). Where a party, on being applied to for payment of a debt, paid a sovereign, and said that though he owed the money he would not pay it, it was held to be a question for the jury whether he intended thereby to refuse payment, or merely spoke in jest (*Wainman* v. *Kynman*, 1 Ex. 110). Striking a balance of accounts converted the set-off into a part payment, and took the case out of the statute (*Worthington* v. *Grimsditch*, 7 Q. B. 479).

Payment of interest, where the debt consisted or was composed of principal and interest, had the same effect (*Sims* v. *Bruton*, 5 Ex. 802), even when made by an agent (*Jones* v. *Hughes*, 5 Ex. 104); and as the debt, being kept alive by part payment of principal or interest, must also be kept alive as to all the persons who were liable in payment of it, part payment of principal or payment of interest by one of several joint debtors or contractors had hitherto had the effect of preserving the remedy against all the joint debtors or joint contractors, and this although the payment was not made until after the six years had elapsed (*Channell* v. *Ditchburn*, 5 M. & W. 494); and the part payment had had this effect, even when it appeared that it was made by one of several joint debtors in fraud of the others, and in expectation of immediate bankruptcy (*Goddard* v. *Ingram*, 3 Q. B. 839). It was doubtful whether a payment by one executor in his representative character, but without any express authority from his co-executors, would take the case out of the statute (see the cases referred to in *Sholey* v. *Walton*, 12 M. & W. 510). But the question was no longer of any practical interest or importance; for the 14th sect. of the Mercantile Law Amendment Act had completely altered the law as to part payment. Lord Tenterden's Act expressly provided that, in the case of several joint contractors, or executors, or administrators of a contractor, one of them should not lose the benefit of the statute by reason of the written acknowledgment of another. It specially preserved the effect of a part payment; consequently, while the acknowledgment of one of several joint contractors, or executors, or administrators of a contractor, had no effect in barring the operation of the statute against the others, a joint payment had that effect. This anomaly had now been removed, and no co-contractor or co-debtor, executor or administrator, would lose the benefit of the statute of James I., or of the specialty limitation act—the 3 & 4 Will. 4, c. 42, s. 3—by reason only of the payment of any principal or interest by any other or others of such co-contractors, co-debtors, executors, or administrators.

The fourth head of the subject of the Statutes of Limitations comprised the four years' limitation applicable to actions for assaults, menaces, battery, wounding, or imprisonment, and the two years' limitation in actions for verbal slander—periods of limitation, the pleading of which was almost unknown in practice—for the very obvious reason, that a jury would not think much of a complaint for slander which was two years old, or give large damages for an assault sustained four years before action. [The previous lectures on this subject will be found at pages 57, 104, 159, and 218, *ante*].

Law Amendment Society.

FOURTEENTH SESSION—TENTH GENERAL MEETING.

MARCH 2nd, 1857.

Mr. COOKSON took the chair, at eight o'clock.

Amongst the others present were—Mr. Pitt Taylor, Mr. Hawes, Mr. Tudor, Mr. F. Hill, Mr. Edgar, Mr. Pritchard, Mr. G. B. Allen, Mr. H. F. Bristowe, Mr. Nugent Ayrton, Mr. Napier Higgins, Mr. Trower, Mr. C. Clarke, Mr. G. Harris, &c.

The CHAIRMAN stated that the first business in the notice for the evening was the reading of a paper by Mr. Nugent Ayrton on Titles to Land, but as the Report of the Registration Commissioners would shortly appear, the Council were of opinion that the reading of Mr. Ayrton's paper should be deferred until after the Report had been made.

Mr. AYRTON expressed his acquiescence in this arrangement.

The report of the committee on testamentary jurisdiction, and the resolutions contained therein, were the subject of discussion.

Mr. PITT TAYLOR said the report itself, and the three first resolutions in it, having been adopted at a former meeting, he would move that the fourth resolution be adopted, that barristers as well as advocates, and attorneys as well as proctors, should be admitted to practise in the new court recommended in the report.

Mr. PRITCHARD contended that the permission sought to be given for throwing open the ecclesiastical courts as suggested, would be productive of serious inconvenience and incalculable evils. The emoluments now derived from practising in the Admiralty and ecclesiastical courts were barely sufficient to act as an inducement for men of talent to devote themselves to these particular branches of the law; and if these inducements were still further limited by adding to the number of those who practise in those courts, it would be the means of preventing competent men from devoting their talents and energies to them. He moved an amendment to the effect that the present practice relative to proctors and advocates be maintained; but that members of the other bars should be allowed to go into the ecclesiastical courts when specially retained.

Mr. LONGDEN seconded the amendment.

Mr. BRISTOWE supported the resolution. He was convinced that the proposition enunciated by his friend Mr.

Pritchard was a most fallacious one, and that the business of the new court would be just as efficiently performed if thrown open, as it is now that it is monopolised by a comparatively few individuals.

Mr. HIGGINS argued in favour of a division of labour in the law, as well as other professions, as being better calculated to insure justice to the suitor. He certainly was not yet convinced from anything he had heard that evening, that any great advantage would arise to the suitor from any change in the manner proposed.

Mr. PITT TAYLOR, in support of the original proposition, said if it was true, as was contended, that the business of the ecclesiastical courts was of such a peculiar nature, and had been done so efficiently by those who now have the monopoly in them, there would be nothing to fear on the part of those gentlemen from throwing open the business of those courts to all who chose to practise in them. Suitors would naturally go to those who would transact their business in the most efficient manner, and, as in the other branches of the law, inefficient men would have no inducement to follow a practice which would afford them no remuneration. He urged the extreme hardship upon the public of being obliged to have recourse to two sets of agents, attorneys and proctors, to do that which ought to be performed by the former; and he believed this was the real cause of the agitation against the present system of procedure in connection with testamentary business.

Some further discussion took place, in which Mr. Fred. Hill, Mr. Clarke, Mr. Edgar, and other gentlemen took part. The resolution and amendment were then put to the meeting, and the former was carried.

Another resolution was also discussed as to the judges and officers which should constitute the new court, but the subject was adjourned.

Parliamentary Proceedings.

HOUSE OF LORDS.

Tuesday, March 3.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The LORD CHANCELLOR, in moving the second reading of this bill, said, that with one or two variations, it was substantially the same bill as that which had passed their Lordships' House last session. Some years ago a royal commission was issued to inquire into the subject of divorce, and make any suggestions which would enable the legislature to get rid of the anomaly of private acts of parliament for dissolving marriages in cases of adultery. The commissioners recommended that the custom of obtaining private acts of parliament in cases of divorce *à vinculo matrimonii* should be abolished, and a court constituted, in which when the circumstances now required to be proved in order to obtain a bill of divorce in this house, were proved before that tribunal, it should have power to grant a divorce *à vinculo matrimonii*. In pursuance of these recommendations he prepared the bill of last session, which, having been read a second time, was referred to a select committee. A noble and learned friend (Lord Lyndhurst) made a motion in the select committee for extending the relief of the bill to married women divorced only *à mensa et thoro*, and not *à vinculo matrimonii*; and a clause was introduced to enable married women separated from their husbands by a decree of the Ecclesiastical Court, but not divorced *à vinculo matrimonii*, to have the privilege of single persons; so as to prevent their husbands returning to them and taking possession of any property they may acquire. The bill provided that a court should be constituted, consisting of the Lord Chancellor, the two Chief Justices, the Chief Baron, and the Dean of the Arches. The latter, an ecclesiastical judge, would be called the judge ordinary, and would sit for the ordinary purposes of the court; that is, he would have power to deal with all matters except divorces *à vinculo matrimonii*, just as the Ecclesiastical Court now did; but in all cases of divorces *à vinculo matrimonii*, and where it was sought to enable the parties to marry again, three of the judges of the court, of whom the Dean of the Arches was to be one, would be necessary to constitute the tribunal. The course of proceeding would be, that the witnesses would be examined orally, and the court would have power to send issues to be tried by juries. That was the outline of the bill as he now proposed to introduce it, except with a difference which he would proceed to state. After the bill had returned from the select committee, the Bishop of Oxford moved a proviso, which was carried, that in cases of divorce *à vinculo matrimonii*, the adulterer should not be able to marry the adulteress. But he had left out that proviso, leaving it to their lordships to insert it if they thought fit. He objected to it, because it inflicted a great injury on the woman, and in ordinary cases would be a great boon to the adulterer, and in those cases in which a man of honour might be desirous of making all the reparation in his power to a woman he had injured, that clause entirely relieved, or rather prevented, him from doing so. There was another reason why it was not convenient that this proviso should be inserted in the bill: In the private acts in their lordships' house for the dissolution of marriages, such a proviso was always introduced, although it was invariably struck out in the other house. What reason, then, was there to suppose that such a proviso would be allowed to remain in a general bill, when it was regularly struck out by the other house in all particular private bills? That was one of the changes he proposed to make in the bill as it passed their lordships last year. There was another clause which he had introduced into the present bill, to legalise by enactment deeds of separation between husband and wife. Such deeds had been held to be valid by the courts; and Lord Cottenham on one occasion interfered, by injunction, to restrain a person who was a party to a deed of this kind from taking proceedings in the ecclesiastical court. He was aware that in the deeds in question their provisions were carried out by means of trustees. But if persons agreed to live separately, there was no difficulty in finding trustees by means of whom such a deed could be entered into; and it was substantially an agreement between husband and wife. He proposed that, without this complicated machinery, it should be lawful for persons to make such a deed, and registering it would make it valid in any of our courts; and he did not see why that should not be done directly which was already done indirectly. These were the only two differences between this bill and that of last year; and, having stated so much, he should move the second reading of the bill.

Lord LYNDHURST said the bill of last year, after having passed through a select committee, was passed by their lordships, and it went down to the House of Commons, where he believed it was only dropped in consequence of the lateness of the session. There had been a change in opinion on this subject since the passing of the bill of last session, which he thought was partly attributable to the Bishop of Oxford, who, while he supported the second reading, at the same time stated a circumstance which he (Lord Lyndhurst) was afraid had made a considerable impression, not only on their lordships, but out of doors—viz., that one of the most eminent fathers of the church (St. Augustine), after considering the question during the greatest part of his life, had not made up his mind as to the propriety of granting divorces. Now, he had looked into the voluminous writings of St. Augustine, and he must say that there was no doubt, that, so far from being unable to make up his mind as to the propriety of divorces, he made statements directly in support of the measure, and repeated them over and over again, to the effect that it was lawful to dismiss a wife for adultery. Remarriage was the point on which he declared that he could not make up his mind; to that alone, and not to the question of divorce in general, he supposed the Bishop of Oxford referred. But the authorities on the other side (which his Lordship cited) were overwhelming. Another class of objections had been made to the bill by noble and learned lords. It had been stated that granting bills of divorce had been the practice of Parliament for 150 years, and was equivalent to law. If, then, this practice of Parliament had obtained the force of law, it was asked, why should it be done away with? The answer was, that the remedy was confined to the wealthy, and those of comparatively small means were excluded from it. It was then asked, what were you going to do for the poorer classes? He would answer that it did not follow, because the tribunal proposed was composed of high personages, that the expense of resorting to it would be great; but he trusted the court would make such regulations as would cause its juridiction to apply to all classes of the public. He had heard it objected that this would promote immorality. He had come to a contrary conclusion. If they gave no remedy to people in a humble position of life what did it lead to? To brutal violence and to indifference. And what could be more fatal to morality than to withhold all remedy in cases of adultery? The committee, in their report, referred to the law of Scotland. In that country the remedy was not confined to the rich, but extended to the lowest orders, yet it produced no immorality. There was another part of the subject in which he felt a deep interest. In Scotland the law in regard to divorce was equally applicable to the husband as to the wife. There was no reason why it should not be the

same in England. He was justified in his opinion in this respect by the fact that by the ecclesiastical law and in the *Reformatio Legum* the husband and wife were placed on the same footing in regard to adultery. He proposed that the law as it existed in Scotland on this point should be the law in England, but the committee were averse to his proposition, and he abandoned it. There was, however, one alteration he was anxious to see introduced into the bill. He believed there were four cases of adultery in which, according to the existing law, divorce might be obtained; he wished to add a fifth. He thought where a husband, after a certain number of years, abandoned his wife, broke the marriage vow, and went to a distant country, and intentionally neglected her, that that should be a case for a divorce. In support of this proposition, he referred to the three objects contemplated by the marriage ceremony:—The procreation of children, and bringing them up in the fear of God; secondly, the prevention of sin; and thirdly, the reciprocal love and comfort in sickness and in health between the husband and wife—the mutual society to be maintained together. But, when the man—disregarding the duties thus imposed upon him, and disregarding the stern objects to which he had referred—abandoned his wife, went to a distant country, cut off all communication with her—could they say that under such circumstances it was just that she should continue to be bound by the obligation? Their lordships were, then, not to protect their own sex alone, they were still more bound to protect those who had no means of protecting themselves. There was a novelty in the bill to which he would now advert. The professed object of the measure was to enable parties to do that by a short course which they could only do, as the law stood, by an expensive and circuitous procedure. He doubted, whether, on this particular subject, it was desirable to adopt such a course. Such a clause, for the purpose of facilitating the voluntary separation of husband and wife, was in direct contravention to the policy of the law of England. To prove this, he would refer to the authority of Lord Stowell, who said, that his court (the Ecclesiastical Court) considered a private agreement for the separation of man and wife as an illegal contract, implying a dereliction of the stipulated duties which the parties had reciprocally entered into, and which they were not at liberty to determine; and then he added, that "the ecclesiastical courts, which the law had appointed to decide on all cases of matrimonial contract, had uniformly rejected such covenants as illegal." Again, Lord Eldon said, "I consider a deed of separation to be contrary to the policy of the law." He should explain that, when parties separated by mutual agreement, and the husband entered into a contract to provide sustenance to his wife, and to secure her interest through the medium of trustees, then the jurisdiction of the Court of Chancery intervened; but all the learned judges had, nevertheless, protested against recognising such agreements, on the ground that they were contrary to public policy. Lord Eldon, speaking of covenants arising out of such separations, quoted Lord Thurlow, who said, that whether such covenants could be made the foundation of an action at law had long been doubtful in his mind; and if he had been untrammelled by previous decisions he would never have recognised them as the foundation of suits in Chancery. It came to this—that the courts considered the agreement for the separation of a man and his wife to be contrary to public policy, inconsistent with the original contract of marriage, and, therefore, not to be recognised. But there might be something grafted upon these separation agreements which led to a different conclusion as to the auxiliary part of them; and all the judges had protested against the original separation, though they aided in carrying out that auxiliary part. Their lordships, he (Lord Lyndhurst) argued, should do nothing to facilitate these separations, which all men considered inconsistent with the law of marriage, and opposed to public policy. As the present law stood, such contracts were not binding on the wife. She might at any time, notwithstanding the existence of the agreement of separation, sue, in the Ecclesiastical Court, for the restitution of conjugal rights; and there was no instance of the Courts of Equity having pronounced against the right of the wife to institute such proceedings. His noble and learned friend said, that where there was such a covenant, he would leave the parties to their remedy at law—he would not interfere with the jurisdiction of the Ecclesiastical Court; but when he pretended to maintain the law and afford a cheap and ready mode of enforcing the law, he was, in point of fact, not maintaining the law, but essentially altering it. He thought, therefore, unless his noble and learned friend made large alterations in this clause, it would not pass the two Houses of Parliament.

The Bishop of EXETER objected strongly to the centralisation of the jurisdiction in Middlesex, and enlarged upon the hardship which would be thus inflicted upon poor suitors residing in Cornwall or Cumberland. He was of opinion their lordships ought to take a much larger view of the subject than had been hitherto done. If they intended to take the Scriptures as the basis of their legislation, they should call in some eminent divines to council. The subject of matrimony was once taken up by a very wise sovereign—Constantine the Great—who called eminent divines to council, and the schem they devised was incomparably better than anything that had been promulgated since. That system lasted for 120 years until the of Theodosius, who suppressed it. He saw no longer in the bill the clause for removing that foul blot on the English law, the action for criminal conversation. Surely the law must provide some remedy for injured men against the wrong of the seducers. Having again recommended the reference of the bill to a commission composed partly of clergymen, he concluded by moving that the bill be read a second time that day three months.

Lord ST. LEONARDS said, his right rev. friend objected to a central court, but did he want a roving commission, or stationary courts studded over the country? He (Lord St. Leonards) wished to see the poor man put on the level with the rich man as regarded the law; but he did not wish to see such facilities given as would enable a man and woman to rush into court on a slight dispute, the same as if they were contending for some ordinary demand. He feared that under any arrangement the poot man would find the expense embarrassing; but it should be understood that it was not impossible for him to get redress in Parliament. If he were really poor he might sue in formâ pauperis, and there were many cases in which justice had been administered in that way. In lieu of the disgraceful action for damages, he would make adultery a misdemeanor, punishable by a fine, and he would make that fine a Crown debt, and the power of prosecution he would give to the injured husband. He would give to the deserted wife power, after two years abandonment, to sue for a divorce, by which means her earnings would be protected from the rapacity of an unprincipled husband But his noble and learned friend had proposed that a man and a woman might, by a common deed, separate for ever with as little ceremony as if they were disposing of an acre of land. At present a man and his wife could not, except with great difficulty, and in a course prescribed by law, relax the tie of marriage. To effect this, it was necessary to apply to some friend to indemnify the husband against the wife's debts. Now a man did not readily subject himself to such liabilities, and the person to whom the wife would be obliged to apply was generally a near relative. The result of this application would be most probably, in the first instance, an attempt on the part of the relative to reconcile the parties. The benefit of this would be entirely lost if the present measure were to pass. But there was in the bill a grave and important omission,—viz., with respect to the children of parties separating. These were not even mentioned. Some provision ought certainly to have been made to meet so important a matter, and that the more especially when it was proposed to do away with the indemnification by the wife's trustee. There was but one other point to which he would refer, the constitution of the new court of divorce. This court was to be a combination of others, and to it as such he certainly had many objections.

The Bishop of OXFORD said, it seemed to him that the object of the Legislature should be to surround marriage with every fence and safeguard which prudence could devise; but the bill before the House proceeded upon a totally contrary principle. At present, persons desirous of separating were viewed as in an anomalous and not very creditable position. It was not through the law, but rather by feints of law, that they were enabled to gain their end. But this measure would give them the means in law of gaining their object, it would legalise that object, and give to the parties a status in society which they did not at the present moment possess. It was said that the present law was unequal, and that it could only be acted upon by the rich. Could a poor man bring his case before this Court of Divorce? True, he might sue in *formâ pauperis*; but there were many who being worth more than £5, would yet not be sufficiently wealthy to carry their cases before this court. And, with regard to the very poor, what guard was there against the most corrupt collusion being practiced between the man and wife? Amongst the wealthier the loss of character and position which a woman suffered in cases of divorce was sufficient to prevent her from becoming a colluding party, in order to the obtainment of a divorce; but in the poorer classes

that check was wanting. He should also strenuously oppose the measure, because it contained no provision for amending that disgrace to our law—the action for crim. con. It had been said that this bill was justified by the law of foreign countries, but this he denied. The French law said:—"Marriage does not subsist for the spouse alone, but for the children and for society; it is in its essence permanent, and we cannot fix a term to it." It was because he believed that this bill tended to unsettle men's minds on this momentous subject, that he gave it his strenuous opposition.

Lord WENSLEYDALE confessed that he had some misgiving upon that part of this measure which had for its object to give the right of granting divorce to a new tribunal. He thought it was hardly a fit thing to give to a court of law the right of giving a relief which Parliament could at present alone afford. When it was said that on the score of expense a new system ought to be introuced, he could not altogether satisfy himself where that system was to stop; for it might be said that justice should be brought to every man's door, and that the county courts ought to have jurisdiction in these cases. But the evils of such a state of things were patent to all.

The Earl of DERBY said that he entertained the greatest possible objection to the substitution of a legal court for the present tribunal. But that substitution was the very essence of the measure. The great and crying evil of the present system was, that it gave an immense advantage to the rich over the poor; and that, practically, it was only the rich who could obtain redress. The chief object of this bill was to do away with this exceptional course of proceeding, and to provide for the bringing of every case on its own merits before a judicial tribunal. He (the Earl of Derby) considered that though marriage was the highest and holiest of human ties, yet it was at the same time, by the law of God as well as the law of man, dissoluble for certain prescribed causes. What the legislature should do was to lay down the causes plainly, and then leave it to the highest judicial tribunal that they could have to decide in each particular case whether the alleged cause had been made out. He thought that no bill should be allowed to pass which did not include the abolition of actions for criminal conversation. He knew not on what ground the committee of last session rejected the proposition to connect with that abolition the power of imposing a penalty. In the ordinary course of criminal procedure, there was no hesitation in imposing a penalty on a person who had robbed another of the most trifling sum of money; but when the happiness of a whole family had been blasted, and the reputation of children endangered by the criminal act of a heartless friend, the law of England said that the wrong inflicted should not be visited with any penal consequences beyond the payment to the injured party of a paltry and miserable compensation in the shape of a sum of money. He admitted that nothing could be more absurd than to attempt to make men moral by act of Parliament; but might not the criminal law step in, not for the purpose of producing morality in individuals, but for the purpose of checking outrages on society, and grievous injury to its members? He did not see why, in such cases, it should not be in the discretion of the judge to inflict both fine and imprisonment on the offender; for if fines alone were imposed, rich offenders might enjoy impunity and poor ones be imprisoned for an almost indefinite period. Temptations to robbery, to burglary, and to violence were not temptations which beset the higher orders of society, while the crimes of licence and adultery were crimes to which they were, to say the least, as liable as the poor; and yet the criminal law was at present more indulgent to the one class of offences than the other. He objected to the seventeenth clause, on the ground that it tended to give additional facilities for separation between married persons without the advice, control, assistance, or restraint of friends, and without the intervention of forms which would give time for consideration, and for the passions to cool down. By the fifteenth clause it was provided that a wife might present a petition praying for a divorce *à mensâ et thoro*, if she were prepared with proof of desertion by her husband. He thought that provision went too far, and that the wife should only be entitled to that remedy after the desertion had been continued for a considerable period. Though he should vote for going into committee, he would not support the bill on the third reading, unless in the interval some of the most objectionable clauses were struck out, and others inserted which were, in his opinion, absolutely necessary to place the law on a satisfactory footing.

The Marquis of LANSDOWNE said he utterly denied that this bill was caculated unduly to facilitate divorce, and to render the law of marriage more lax. He did not deny that there were likely to be a much greater number of divorces under this bill than were obtained at present; but, he must say that the evils arising from the want of the power of obtaining a divorce—the vice and misery which ensued—were much greater among the lower than among the upper orders of society. The fact of the wife's living in a state of adultery or incontinence often lead to drunkenness, which was the greatest bane of the lower orders of society. With regard to the seventeenth clause, which gave power to separate by agreement, he entirely agreed that it was most desirable that it should receive modifications. He thought that a considerable period should be allowed to elapse after the parties had signified their wish to separate before the act of separation obtained the sanction of legal forms. There was a precedent for such a regulation in France. Of the principle of the clause he certainly approved; and, as regarded the interests of children, he was convinced that they would be much better secured under a separation regularly entered into, subject to contracts to be enforced by the tribunal which it was proposed to institute, than they could possibly be while the children were exposed to the matrimonial differences of parents who were half separated, or who, if they lived together, were constantly exhibiting mutual dislike.

Earl GREY wished to explain that if he felt bound to vote for the amendment it was not because he was an advocate for the existing state of things; on the contrary, he considered it disgraceful to the country. If he thought that this bill would be a real reform in the law, he would vote for the second reading; but he was persuaded that to read a second time an immature and undigested bill was not the way to get such a reform. He would vote for the amendment, on the ground that the bill was defective, and that it could never be a real and perfect measure.

Lord REDESDALE said that it was impossible to pass any law which would satisfactorily deal with the question of divorce *à vinculo matrimonii*. He urged that the present exceptional state of the law was the only one that ought to be retained, and any attempt to give further facilities to divorce would create a revolution in the domestic happiness and the social institutions of this country; and it was absurd to suppose that the extent to which those facilities would go would not far exceed hereafter those which were now proposed by this bill.

The LORD CHANCELLOR, replied in detail to the objections which had been made to the bill in the debate, arguing that the proposed tribunal would give facilities as great to the poorer classes for obtaining the remedy it was desired to give as most other courts, except perhaps the county courts, to which tribunals no one would have ventured to commit the question of divorce. He defended the nineteenth clause, giving a power to married persons to separate by means of a deed; but he admitted that it would be desirable to surround the provision of the clauses with some greater securities, which he would endeavour to suggest in committee. With reference to the action for criminal conversation, if the rule in their Lordship's House which required a verdict in such an action before granting a bill for divorce was abolished, actions of that kind would die a natural death.

Their Lordships then divided—For the second reading—Contents, 25; non-contents, 13; majority, 15. The bill was read a second time.

Thursday, March 5.

PROBATE AND LETTERS OF ADMINISTRATION BILL.

This bill passed through committee *pro formâ*, and was ordered to be re-printed.

HOUSE OF COMMONS.

Wednesday, March 4.

COURT OF CHANCERY, IRELAND (TITLES OF PURCHASERS) BILL.

Mr. WHITESIDE, in moving the second reading of this bill, said, its object was to secure the title of purchasers of estates under judicial sales of the Court of Chancery in Ireland. At present the court had power to decree land to be sold and conveyed, but had not the power to give what was called a Parliamentary title. Many estates were sold in the Court of Chancery which could not be sold in the Encumbered Estates Court, and he did not see on what principle they could refuse to a court which had the authority to decree a sale the power of affording a purchaser the same indefeasi-

ble title which was given under the Encumbered Estates Act.

Mr. J. D. FITZGERALD opposed the bill, on the ground that it was calculated to undermine one of the most beneficial institutions which that House had ever conferred upon Ireland. Six or seven years ago the Encumbered Estates Court was established in that country, and had worked well. He thought, however, that they might dispense with that court; but great caution would be required in determining to what tribunal the authority of selling encumbered and un-encumbered estates should be committed; and, in his opinion, the Court of Chancery ought not to be intrusted with that power until it had been completely reformed. By the act of last session the Court of Chancery in Ireland had now the power to reform itself, and if it did not, then it would be the duty of Parliament to do it. The bill would perpetuate the Masters in Chancery, whose continuance had been almost universally condemned; and it would devolve the responsibility of the judge in very important matters on some conveyancing counsel. He would not oppose the second reading, but would reserve his opposition to the next stage.

Mr. G. BUTT and Mr. MACARTNEY supported the bill.

Sir E. PERRY moved that the bill be read a second time that day six months.

Mr. S. FITZGERALD thought it was absolutely necessary that some court in Ireland should have the power of giving an indefeasible title to unencumbered property. There were some portions of the bill which might be amended; but in so far as it would enable unencumbered property to be bought and sold with the same facility as encumbered estates it was deserving the support of the House.

Sir E. PERRY withdrew his amendment, and the bill was read a second time.

Thursday, March 5.

JUDGMENTS EXECUTION BILL.

Mr. CRAUFURD withdrew the bill in consequence of the approaching dissolution of the Parliament; but expressed his determination, if he had a seat in the next Parliament, to re-introduce it with the amendment of the Attorney-General.

PRIVATE BILLS.

Mr. DEEDES wished to know from Sir G. Grey what course the Government intended to take with regard to the private business, which was at present in such a state that the abrupt termination of the session would cause the greatest inconvenience and expense to the parties concerned. On a former occasion of a similar nature the House had come to a resolution to this effect,—"The promoters of all railway bills in the present session shall be empowered on the second reading, or on the completion of any subsequent stage of such bill, or when the bill has been referred to a select committee, but the case for the promoters has not been opened, to abandon any further proceedings in the present session, with the option, under the following conditions, of proceeding with the same bill, in the next session of Parliament, at the same stage at which it shall have been suspended." Then followed certain conditions under which this privilege was to be allowed. If the Government would propose on this occasion any such resolution as this, and if that were their intention, he hoped its terms would be extended so as to include all private bills.

Sir G. GREY replied that it was the intention of the Government to propose to both Houses of Parliament a resolution similar in substance to that which he (Mr. Deedes) had read.

Private Bills before Parliament.

BILLS PETITIONED AGAINST.

The time has expired for petitioning against all Bills which were read a second time, on the 20th, 23rd, 24th, and 25th of February. The following Bills were petitioned against.

[EXPLANATION.—The first column shows the number of the Bill on the alphabetical list; the second column shows the number of Petitions presented against it.]

No. of Bill on List.	No. of Petitions.	No. of Bill on List.	No. of Petitions.
8	2	89	4
11	1	105	2
26	2	138	6
30	1	150	8
39	5	162	2
43	3	192	9
48	5	204	3
57	1	215	5
61	4	233	2
70	5	242	1
72	3	247	2

Petitions (too late) were presented against 19, 20, and 22 respectively.

The Bills which were read a second time on any of the above days, up to the 25th of February inclusive, and which do not appear in the above list, are unopposed, and will be referred to the Chairman of Ways and Means.

COMMITTEE OF SELECTION.

The members are appointed to the following groups. The names of the groups were given in our last number.

Group.	Members of Committee.	
A.	Mr. Barrow, Chairman Mr. J. C. Ewart, Liverpool Mr. Tomline Mr. Herries Mr. Biggs	To meet on Thursday, March 12, at 1. Dumbarton Water will be taken first.
B.	Mr. F. North (Hastings), Chairman Colonel Harcourt (Isle of Wight) Mr. Brockman Mr. Bagshaw Mr. Macgregor	To meet on Tuesday, March 10, at 12. Sunderland Gas & Burslem Gas will be taken first.
C.	Mr. Packe, Chairman Mr. J. K. King (Herefordshire) Mr. Ponsonby Mr. Wells Mr. Dent	To meet on Tuesday, March 10, at 1.
D.	General Peel, Chairman Lord Lovaine Captain Bunbury Captain Stuart Mr. Langworthy	To meet on Tuesday, March 10, at 1. Brighton, &c, Water will be taken first.
E.	Mr. Ker Seymour, Chairman Mr. Byng Mr. Dilwyn Mr. Saunders Davies Mr. Charles Paget	To meet on Thursday, March 12, at 1. Birkenhead Docks (Construction), Birkenhead Docks Management, will be taken first.

UNOPPOSED BILLS.

Names of Bills.	Names of Committee.	Time.
Guildford Gas	Mr. Mangles	Thursday, March 10, at 2 o'clock.
Meriton and Hagen Sufferance Wharf	Mr. Oliveira	
Reversionary Interest Society	Mr. Butler	
Willenhall and Wolverhampton Gas	Mr. Thorneley	
Bedale and Lyburn Railway, Wycombe Railway, Dublin and Wicklow Railway...	Mr. Thorneley	
Mallow and Fermoy Railway and Great Southern and Western Extension	Mr. Thorneley	Thursday, Mar. 12, at 2 o'clock.
Great Southern and Western Railway (Capital)	Mr. Thorneley	
Great Yarmouth Pier	Sir Edmund Lacon	

N.B. The Chairman of Ways and Means and Mr. Duncan (Aberdeen) will, in each of the above cases, sit with the member whose name is placed opposite the bill.

Committee appointed on Unopposed Bills.—March 3.

North Eastern Railway (Capital).....	Mr. Thorneley	Thursday, Mar. 12, at 2.
Chester Water.....	Earl Grosvenor	Tuesday, Mar. 17, at 2.

N.B. Chairman of Ways and Means and Mr. Thorneley will sit also.

Opposed Bills—Railways.

Group.	Name of Committee.	Time of Meeting.	Bill to be considered first.
2.	Sir Erskine Perry, Chairman Lord Robert Cecil Colonel Buck Mr. H. Gore Langton Sir Andrew Agnew	Thursday, March 17, at 11 o'clock.	Herne Bay to Faversham.
9.	Earl of March, Chairman Mr. Lockhart Major Knox (Dungannon) Mr. W. Wyndham (South Wilts) Mr. G. F. Heneage (Lincoln)	Tuesday, March 17, at 12 o'clock.	Ely Tidal Harbour and Railway, Ely Valley Railway.

Other Private Bills.

K.	Mr. Hutt, Chairman Mr. Hutchins Mr. Heyworth Mr. Alderman Cubitt	Tuesday, March 17, at 12 o'clock.	New River Company, Bury Gas.
G.	Sir William Clay, Chairman Mr. Fellowes Mr. Bagge Sir Joseph Paxton Mr. Swift	Thursday, March 19, at 1 o'clock.	Portsmouth Water.

Groups F and M will meet the week commencing March 23.

The Committee of Selection have made the following alteration in the Groups already formed:—

GROUP F.

They have added the

West Somerset Railway
West Somerset Mineral Railway

} Group F, which was repealed, will now consist of these two bills, and the Watchet Harbour Railway Bill,

which have been referred to them by the order of the House of the 2nd March.

GROUP M.

They have withdrawn the Stratford-upon-Avon Gas and Lowestoft Water, Gas, and Market, and have added New Brunswick and Canada Railway and Land Company and South Staffordshire Water,

Mr. Wilson Patten stated (March 6) that all private business, as regards committees on opposed bills, would be suspended until another Parliament was appointed. Unopposed bills would go on as usual, until the dissolution.

SELECT COMMITTEE ON STANDING ORDERS.

February 27, 1857.

The following cases were decided by the Standing Order Committee, and reported:—

1 In the case of the *Mallow and Fermoy Railway*—Petition of Sir Edward

M'Donnell and Francis Bernard Beamish.—Standing Order No. 140 to be dispensed with, if the Committee on the Bill think fit.

2. *Torquay and St. Mary Gas.*—Standing Orders dispensed with, unconditionally.

3. *Birkenhead, Lancashire, and Cheshire Junction Railway.*—Standing Order No. 109 dispensed with, in respect of the petitions of the trustees of R. Smith and Others, and of William Potter. Parties allowed to be heard, although petitions were presented after time.

4. *Great Northern Railway.*—Leave given to deposit a petition for a bill.

5. *Belfast Improvement.*—In this case the notices were inserted after the time. Leave given to the Examiner to inquire and report whether such notices correctly state the objects of the Bill. The parties who appeared against the petition, before the Examiner, may appear again on the question of the sufficiency of the notices.

March 3, 1857.

1. *Liverpool Town and Dock Dues (St. Helen's Canal and Railway).*—Petition for leave to deposit a Bill. Standing Orders dispensed with. Parties permitted to deposit a petition.

2. *Belfast Improvement.*—Standing Orders dispensed with, and parties allowed to proceed.

HOUSE OF LORDS.

PRIVATE BILLS.

Resolved—"That no private Bill be read a second time after Tuesday, the 7th day of July next.

"That no Bill, confirming any provisional order of the Board of Health, or authorising any inclosure of lands under special report of the Inclosure Commissioners for England and Wales, shall be read a second time after Tuesday, the 14th day of July next.

"That when a Bill shall have passed the House with amendments, these orders shall not apply to any new Bill sent up from the House of Commons, what the Chairman of Committees shall report to the House, is substantially the same as the Bill so amended."

P.S.—This probably will be moved again in a new Parliament. There is no doubt that on the meeting of a new Parliament, resolutions will be passed which will enable the promoters and opponents of Bills to renew proceedings at the stage at which the Bills were dropped previous to the dissolution; so that, in the event of Bills going through the formal stages again, no advantage will be allowed to either party which they do not at present enjoy.

COMMITTEES ON PRIVATE BILLS.

March 3, 1857.

1. Cornwall Railway (passed).
2. Exeter and Exmouth Railway (passed).
3. Inverness and Nairn Railway (adjourned till March 10).
4. Price's Patent Candle Company (passed).
5. Waterford and Tramore Railway (adjourned till March 12).
6. Whitehaven, Cleator, and Egremont Railway (passed).

March 5, 1857.

1. Peebles Railway (adjourned till March 10).
2. Scottish Central Railway (passed).
3. Electric Telegraph Company (adjourned till March 10).
4. South Devon Railway (passed).

GENERAL COMMITTEE ON RAILWAY AND CANAL BILLS.

[As the Railway and Canals Committee have made some alterations in their provisional list of groups previous to the publication of their first report, we subjoin same in substitution of the report published last week.]

Read 2nd time.

ENGLAND.

No. 1.

Metropolitan.
South London.
West London and Crystal Palace.

Feb. 16. Westminster Terml. (Clapham to Norwood) Aband.
West Metropolis & Thames Embankment.
Richmond and Kew Exten.

No. 2.

(To meet on March 17, at 1.)

Committee — Sir Erskine Perry (Chair), Lord Robert Cecil, Col. Buck, Mr. H. Gore Langton, Sir Andrew Agnew.

Feb. 24. East Kent (Strood to St. Mary's Cray.
" 16. Herne Bay and Faversham.
" 25. Mid-Kent (Croydon Extn.)
" 26. Mid Kent and South Kent.
" 16. S.-Eastern (Greenwich Jun. to Dartford).
" 24. Thames and Medway.

No. 3.

Feb. 11. Reading Railways Junct.
" 16. S.-Eastern (Reading Junc.)
" 11. Gt. Western and Brentford.
" 23. Wimbledon and Dorking.

No. 4.

Aldershot.
Feb. 13. Bristol and South Wales and Southampton Union.
" 11. Dorset Central.
" 10. London and South-Western (Acts Amendment).
Southampton, Bristol, and South Wales.
Salisbury and Yeovil.

No. 5.

Stratford-upon-Avon
Mid Sussex.

Read 2nd time.

Feb. 11. Portsmouth.
Ringwood, Christchurch, & Bournemouth.
" 10. Lewes and Uckfield.
Wimbledon and Dorking.

No. 6.

Eastern Counties (Exten.)
Feb. 13. Tilbury, Maldon, and Colchester.
" 25. East Suffolk.
Norfolk.
" 16. Norwich and Spalding.

No. 7.

Conway Valley.
Feb. 23. Newtown & Machynlleth.
St. George's Harbour and Ry. Act (Amendment).
" 20. Cwm Amman.
Birkenhead, Lancashire, & Cheshire Junct. (Steam Boats, &c.)

No. 8.

(To meet on March 17, at 1.)

Committee—Earl of March (chair), Mr. Lockhart, Major Knox, Mr. W. Wyndham, Mr. F. G. Heneage.
Ely Tidal Harbour and Ry.
Feb. 11. Ely Valley.
" 24. Newport, Abergavenny & Hereford (Extensions).
Rhymney.
" 10. Taff Vale.

No. 9.

Feb. 23. Bourn and Essendine.
" 24. Stamford and Essendine.
" 16. Manchester, Sheffield, and Lincolnshire (Railway to Romily, &c.)
Manchester, Sheffield, and Lincolnshire (Railway to Buxton, &c.)
Stockport, Disley, & Whaley Bridge (Extension).

Read 2nd time.

No. 10.

Feb. 16. Cannock Mineral, No. 1.
" 23. Cannock Mineral, No. 2.
" 11. North Staffordsh. (Bridgewater Canal).
" 23. Shropshire Union Canal Co., London and North-Western Railway Co., & Shropshire Union Railway Co.
" 16. St. Helen's.

No. 11.

Feb. 10. Blackburn (Extensions).
" 23. Doncaster and Wakefield.
South Yorkshire & North Lincolnshire Junction.
" 10. Oldham, Ashton-under-Lyne and Guide Bridge.

No. 12.

Feb. 10. Lancaster, Carlisle and Ingleton.
" 11. North-Western.
" 23. Coniston.
" 10. Whitehaven and Furness Junc. (Incrs. of Capital).
British & Irish Grand Jun.

No. 13.

Feb. 11. Blyth and Tyne.
" 24. North-Eastern (Lanchester Valley).
" 16. North-Eastern & Hartlepool Dock and Railway.
" 16. West Hartlepool Harbour and Railway, & North-Eastern Ry. (Amalgam.)

SCOTLAND.

No. 14.

Feb. 23. Banff, Macduff, & Turriff.
" 18. Banff, Portsoy, & Strathisla.
Deeside (Extension).

Read 2nd time.

Feb. 18. Keith and Dufftown.
Carlisle and Hawick.
Bathgate, Airdrie, & Coatbridge.
Monkland.

No. 15.

Feb. 11. Fife and Kinross.
" 11. Kinross-shire.
" 10. Leslie.
" 16. West of Life Mineral (Ext.)
Caledonian (Running Prs., &c.)
" 11. Caledonian (Lines to Granton).
" 16. Edinburgh, Perth, & Dundee.

IRELAND.

No. 16.

Feb. 24. Great Northern & Western of Ireland.
Great Southern & Western (Extension from Tullamore to Athlone).
" 16. Midland Great Western of Ireland (Exten. to Sligo).
" 16. Midland Great Western of Ireland (Extension to Tullamore).

No. 17.

Dundalk and Enniskillen.
Newry and Enniskillen.
Feb. 10. Newry, Warrenpoint, and Enniskillen.
" 11. Portadown & Dungannon.

No. 18.

Bagenalstown & Wexford.
Cork and Youghal.
Feb. 12. Cork and Bandon.
" 11. Dublin and Wicklow.
Tralee and Killarney.

Births, Marriages, and Deaths.

BIRTHS.

PASHLEY—On Mar. 3, in Manchester-square, the wife of Robert Pashley, Esq., Q.C., of a son.

SANKEY—On Feb. 26, at Canterbury, the wife of Herbert Tritton Sankey, Esq., solicitor, of a son.

SHEGOG—On Feb. 28, at Great Charles-street, Dublin, the wife of Wellington Shegog, Esq., solicitor, of a son.

WISE—On Nov. 12, at Sydney, N.S.W., the wife of Edward Wise, Esq., barrister-at-law, of a son.

MARRIAGES.

ANDERSON—ABBOTT—On Jan. 17, at Allahabad, India, John Grattan Anderson, Esq., late of H.M. 37th Regiment, second surviving son of Lieut.-Col. H. Anderson, of Fort Amherst, Chatham, to Alice Morgan, only daughter of William Abbott, Esq., jun., of Doctors'-commons.

HOWARD—BOWES—On Feb. 24, at St. Philip's, Dalston, by the Rev. Thomas Griffith, M.A., of Ram's Episcopal Chapel, Homerton, John Morgan Howard, Esq., of the Hon. the Middle Temple, the eldest son of John Howard, Esq., of Swansea, solicitor, to Ann, third daughter of the late George Bowes, of Homerton, Middlesex, Esq.

MONK—KEELL—On Feb. 7, at St. Margaret's, Westminster, by the Rev. Mercer Davis, William Monk, Esq., eldest son of William Garrow Monk, Esq., late Judge in the Madras Presidency, to Ellen, youngest daughter of the late Mr. Henry Keell, of Greenwich.

DEATHS.

ANDREWS—On Feb. 23, at Farnham, Surrey, Mr. Richard Andrews, solicitor, aged 52.

HOFFMAN—On Feb. 28, at Reading, John Hoffman, Esq., solicitor, aged 77.

MARSHALL—On Feb. 28, at 7 Newbie-terrace, Liverpool, Burnaby, infant son of Mr. Henry Marshall, solicitor, aged 8 months.

PERRY—On Feb. 17, at Reading, of consumption, Mary Elizabeth, only child of Mr. John Connorton Perry, of 181 Tooley-street, solicitor, aged 14 months.

PORTAL—On Feb. 27, at Clifford's-inn, William Anderson Portal, Esq. aged 76.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months.

BARTHOLOMEW, WILLIAM, Hackney, Esq., and CHARLOTTE MARY BARTHOLOMEW, of Bruton, Somersetshire, spinster, £24 : 3 : 5 New £3 per Cents.; claimed by said WILLIAM BARTHOLOMEW and CHARLOTTE MARY WRIGHT, wife of WILLIAM LIGHT WRIGHT, formerly CHARLOTTE MARY BARTHOLOMEW.

FAWCETT, WILLIAM, Liverpool, Ironfounder, GILBERT HENDERSON, jun., and ROBERT SILLAR HENDERSON, of the same place, Merchants, £285 : 14 : 4 Consols; claimed by said GILBERT HENDERSON, jun., the survivor.

GRANT, WILHELMINA DAY MACDOWALL, Upper Seymour-street West, spinster, £211 : 2 : 4 Consols; claimed by WILHELMINA DAY MACDOWALL AITKEN, wife of Rev. ROBERT AITKEN, formerly W. D. MACDOWALL GRANT, spinster.

PUDDICK, WILLIAM, Smithfield-bars, Gent., £25 Annuities; claimed by said WILLIAM PUDDICK.

RUSSELL, WILLIAM, Holborn, shopman to J. Jones, optician, and ANN RUSSELL, his wife, £60 New 3 per Cents.; claimed by said WILLIAM RUSSELL, the survivor.

SHAW, RICHARD, Fetter-lane, Printer, £50 New 3 per Cents.; claimed by said RICHARD SHAW.

SIFFKEN, ELIZABETH, Goldsmith's-place, Hackney-road, spinster, £20 Consols; claimed by ELIZABETH JONES, wife of JOSEPH JONES, formerly ELIZABETH SIFFKEN.

SMITH, THOMAS, King-street, Goswell-street, Watchmaker, and WILLIAM ALLEN, Avery-row, Grosvenor-street, Plumber, £4 per annum Annuities, claimed by said WILLIAM ALLEN, the survivor.

STANHOPE, CAROLINE, wife of the Hon. and Rev. FITZROY HENRY RICHARD STANHOPE, Trevor-square, Knightsbridge, Clerk, £100 Long Annuities, and £470 Consols; claimed by said CAROLINE STANHOPE.

STREET, STEPHEN, Sendheath, Surrey, Purser, R.N., £1,150, 3l 10s. per Cents.; claimed by SARAH STREET, spinster, surviving executrix of said STEPHEN STREET.

TAYLOR, ELIZA CELIA ANN, a minor, DAVID DODD, Brick-lane, Spitalfields, drayman, and CELIA DODD, his wife, £25: 6: 6 New 3 per Cents.; claimed by ELIZA CELIA ANN TAYLOR, formerly a minor, now of age, DAVID DODD, and CELIA DODD, his wife.

TAYLOR, WILLIAM JOHN, a minor, DAVID DODD, Brick-lane, Spitalfields, Drayman, and CELIA DODD, his wife, £30: 8 New 3per Cents.; claimed by said WILLIAM JOHN TAYLOR, formerly a minor, now of age, DAVID DODD, and CELIA DODD, his wife.

THIRLWALL, Right Rev. CONNOP, Bishop of St. David's, and Rev. THOMAS LLOYD, of Gilfachen, Cardiganshire, Clerk, £266: 19: 9 Consols; claimed by the Right Rev. CONNOP THIRLWALL, Bishop of St. David's, and Rev. THOMAS LLOYD.

YAPP, GEORGE, Sloane-square, Chelsea, Victualler, deceased, £1,200 Consols, claimed by SARAH HOLLOWAY, widow, late wife of SAMUEL HOLLOWAY, deceased, formerly SARAH YAPP, widow, administratrix to GEORGE YAPP.

Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

BEST, WILLIAM (who died on April 7, 1823), Widford, Chelmsford, Gent. His brother or sister living at his death, or their personal representatives, and the heir at law of the said William Best, to come in and prove their kindred, representation, or heirship, on or before Mar. 24, at V. C. Kindersley's Chambers.

HALE, WILLIAM (who died in June, 1816), Carpenter, St. Albans. Next of kin living at the time of the death of his nephew John Hale, who died in Jan. 1855, to come in, on or before April 18, and prove their kindred at Master of the Rolls' Chambers.

HOLDITCH, HAMNETT (who died on Nov. 11, 1831), King's Lynn, Norfolk, Gent. Hamnett Holditch, one of four children of his late brother Adam Holditch, and the heir at law and next of kin of the said Hamnett Holditch, to come in and prove their claims on or before Mar. 26, at V. C. Wood's Chambers.

SEABROOKE, Miss MARY ANN, formerly of Cheapside. Mr. Archer Finley, nephew of the above deceased, or his child or children, to apply to Mr. J. P. Phillips, Gresham-house, 24 Old Broad-st., or Mr. John Wyman, 122 Fore-st., Cripplegate, her executors.

PLUMB, MARIA, the children of, viz.:—Robert Plumb, who in 1832 lived at Guyhon, in Cambridgeshire; Margaret E. P. Thorpe, the wife of James Thorpe, who in the same year lived at Hammersmith-ter., Middlesex; Emma Stennett, the wife of Michael Stennett, who in the same year lived at Waplet Fen, near Spalding, Lincoln; and Christina M'Arthur, the wife of George M'Arthur, who in the same year lived in the Old Kent-rd., Surrey; or their representatives, to apply to Messrs. Clutton & Ade, 48 High-st., Southwark.

WYLDE, JOHN, son of Otwell Wylde, formerly of Bolton, deceased. His next of kin to apply to K. L. M., 77 Vine-grove, Greenheys, Manchester.

Money Market.

CITY, FRIDAY EVENING.

The defeat of Ministers on Tuesday was not expected. It seems to have been the result of that remarkable confusion of parties which has recently become manifest in the House of Commons. A dissolution of Parliament will follow, and possibly a change of Ministry. The political uncertainty has had, as is usual, a depressing effect on the English funds. The fall has amounted to about ¼ per cent., and has been attended by a great degree of dullness. In other respects the Money Market has been favourably influenced. The heavy payments which fell due on the 4th inst. were well met, the discount. market has become more easy, and money in sufficient supply

The conclusion of peace with Persia by a treaty signed at Paris on Wednesday has removed a very material cause of anxiety in regard to expenditure.

From the Bank of England return for the week ending the 28th instant which we give below, it appears that the amount of notes in circulation is £18,596,730, being a decrease of £18,425; and the stock of bullion in both departments is £10,343,715, shewing a decrease of £60,975, when compared with the previous return.

The amount of notes to be issued by the Bank of England beyond the bullion retained was fixed, by the Act of 1844, at £14,000,000, with power under authority of an order in council to increase that amount in a certain proportion to the withdrawal from circulation of the notes of other banks of issue. This withdrawal amounted to £712,623. There was, in consequence, an additional issue by the Bank of England on December 13th, 1855, of £475,000 against securities in pursuance of the act. The issue of notes beyond the bullion retained has since that date stood at £14,475,000. Seven other banks have subsequently ceased to issue notes. The amount of their circulation was £111,020.

The Bank of France finds itself in a condition to grant additional accommodation in discounting bills of exchange, thereby affording great facilities to the spring trade in Paris now about to open. The last quotation of the French 3 per Cents. is, 70f. 50c., shewing, in the course of the week, a rise of nearly 1 per Cent. An increased business has been done in other important foreign securities. Those of Russia and Turkey shew an advance.

The new foreign investments offered to the capitalists of this country by the grand net-work of Russian Railways, and by the numerous proposals for mines, railways, and banks, in the dominions of Turkey, attract great attention in the Money Market. Intercourse and trade with Russia, till interrupted by the late war, was steady and regular, largely increasing, and mutually advantageous. The circumstances which rendered the war inevitable, particularly the revelations contained in the dispatches of Sir Hamilton Seymour, kindled a much more hearty and determined hostility on the part of England, than was felt by our Allies. This feeling has been nourished by the differences regarding the rectified boundary of Bessarabia and the Isle of Serpents. A change must come over the public mind, both in Russia and in England, before the animosity so profoundly moved can settle down, and former confidence be restored. The proposals of Russia, for her intended railways, were not expected to offer, and certainly do not offer, to English capitalists any advantages over other parties. And, looking to the present or to the future aspect of affairs, there is no reason to expect that, at St. Petersburg, the influence of the British Cabinet is likely to be very powerful. The sum total of the terms offered seems to be, a guarantee of 5 per Cent. on strict and onerous conditions, and liable to the unfavourable influences of despotic rule.

On the side of Turkey there are many circumtances which appear advantageous to England. The Turks have a fine territory, but no money, energy, nor skill. Various important concessions have been already granted to English capitalists. Among these, are the Railway from Rutschuck on the Danube, to Enos in the Grecian Archipelago, and the National Imperial Bank of Turkey. The concession of the National Bank was granted some weeks ago, and is now ratified by the Government of the Sultan. The amount of capital intended is said to be £10,000,000. The maximum amount of notes in circulation is to be £15 000,000, on condition of one-third in gold being reserved. The existing currency is to be withdrawn gradually and replaced by the notes of the bank. Eighteen months are to be allowed for this operation, and for the amount thus advanced the bank is to receive Government bonds, bearing 6 per Cent. interest, secured on some branches of the revenue.

In a Government like that of Turkey much is required, besides a favourable grant and large privileges to make the investment of capital reasonably secure. One good security will be found in the influence of the British Ambassador, which, although liable to variation, has long continued in the ascendant at Constantinople. The grant of privileges and power to maintain them will not, however, bring success to the complicated affairs of a National Bank without skilful and careful management. The names of the successful applicants for this concession have been previously mentioned, and warrant the belief that they would not engage in it without having power to overcome the corrupt influence of Turkish officials. If the promised reforms in the administration of affairs be not visionary, the energy and perseverance of Englishmen, supported by skill and capital, will insure, as far as can be expected, a gradually extending field of operations, and profitable results.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 28TH DAY OF FEBRUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued . .	24,113,640	Government Debt .	11,015,100
		Other Securities . .	3,459,900
		Gold Coin and Bullion .	9,638,640
		Silver Bullion .	...
	£24,113,640		£24,113,640

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) . .	11,573,889
Rest	3,719,854	Other Securities . .	19,620,343
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	7,684,189	Notes	5,516,910
Other Deposits . .	10,715,611	Gold and Silver Coin .	705,075
Seven day & other Bills	743,563		
	£37,416,217		£37,416,217

Dated the 5th day of Mar., 1857. M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	221	221	220	221½ 20	220½
3 per Cent. Red. Ann.	93⅞ 4	93⅞ ⅜ 4	94⅛	93⅜	93⅜ ⅞	93½
3 per Cent. Cons. Ann.	93⅜ ½	93⅜ ⅝ ⅞	93⅜	90⅜	93½ ⅝	93⅜
New 3 per Cent. Ann.	94½ ¼	94¼	94⅜ ½ ¼	94⅜ 4	94⅜	94⅜
New 2½ per Cent. Ann.	...	77	...	...	...	...
3½ per Cent. Annuities	...	98	...	...	...	...
5 per Cent. Annuities	...	114	...	113½	...	...
Long Annuities (exp. Jan. 5, 1860)	...	...	...	2 15-16	2 11-16	...
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	2 11-16	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 yrs. (exp. April 5, 1885)	...	18 7-16	...	...	18	...
India Stock	...	...	...	223	...	221
India Bonds (£1,000)	...	...	par	par	par	...
Do. (under £1,000)	5s. dis.	4s. dis.	4s. dis.	3s. dis.	...	...
Exch. Bills (£1,000)	2s. pm.	...	2s. dis.	2s. pm.	5s. pm.	3s. pm.
Exch. Bills (£500)	...	1s. dis.	2s. pm.	2s. pm.	2s. dis.	3s. pm.
Exch. Bills (Small)	...	2s. dis.	2s. dis.	...	2s. dis.	3s. pm.
Exch. Bills. Advertised	par.	4s. dis.	6s. dis.	6s. dis.	5s. dis.	5s. dis.
Exch. Bonds, 1858, 3½ per Cent.	98⅝	98½ ⅝	98½ ⅝	98½	98½ ⅝	91½
Exch. Bonds, 1859, 3½ per Cent.	98⅝ ½	98½ ⅝	98½ ⅝	91½	98½ ⅝	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	92½ x d	92 x d	...	91½ x d	92 x d	90½
Caledonian	68½ ⅜	69½	69⅜	69½ ⅜	70¾	70½
Chester and Holyhead ...	37⅜	38¾	38⅜	38¾	...	39
East Anglian	19⅞	19⅝ ¾ ½	20	20	19⅝ ⅞	20
Eastern Union A stock .	48	...	...	...	...	...
East Lancashire	...	...	...	99 100	99½	100
Edinburgh and Glasgow	...	...	56½ x d	57½ x d	57 x d	57½
Edin., Perth. & Dundee .	...	36½	...	37 6⅛	36⅜ 7⅛	36⅝
Glasgow & South Western	95	...	...	...	...	...
Great Northern	95½	97	97¼	96⅝ 7	96⅜ 7⅜	96
Gt. South & West. (Ire.).	...	...	112	...	111⅛	...
Great Western	67⅝ x d	68⅝ x d	69⅜ x d	69 x d	69⅝ x d	69
Lancashire & Yorkshire .	101¼ ½	101¼	102⅜	102½ 2	102⅜	102⅝
Lon., Brighton, & S. Coast	...	109½ 10	110 9½	109¼	109⅜	...
London & North Western	106½ xd	106⅝ xd	106⅜ xd	105⅝ xd	106½ xd	105⅞
London and S. Western .	105⅛	105⅝ 6	105⅝	105⅞	105⅝	105
Man., Shef., and Lincoln	37⅛ 8	37⅜	38¼ ⅜ ¼	38⅛	38⅜	37⅞
Midland	83 x d	83⅝ x d	83⅜ x d	82⅝ x d	83⅜ x d	82⅝
Norfolk	58⅝	59 8⅝	58⅝	59½ 8⅝	59	58
North British	45½ ⅝ ½	56¼	46 7½	46½	47⅛	47
North Eastern (Berwick)	87⅜ x d	87½ x d	88 x d	87 y d	87½ x d	86½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv. .	29½	31½	32 1½ ⅜	30½	31⅛	31⅛
Scottish Central	...	105	108	...	...	...
Scot. N. E. Aberdeen Stock	28½	...	28	...	27⅝ 8⅜	...
Shropshire Union	51⅛	51¼	...	...	...	51
South-Eastern	76⅝ x d	77 x d	77⅜ x d	75⅞ x d	76⅝ x d	75⅝
South-Wales	...	84⅞ x d	85 x d	85 x d	...	86¼

London Gazettes.

TUESDAY, *March* 3, 1857.

NEW MEMBER OF PARLIAMENT.

County of Leicester—Northern Division.—The Right Hon. John James Robert Manners, commonly called Lord John Manners, *vice* Charles Cecil John Manners, commonly called Marquis of Granby, now Duke of Rutland.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY

MAUD, EDWARD, of Leeds, Yorkshire, Gent.—*Feb.* 26, 1857.

Bankrupts.

TUESDAY, *March* 3, 1857.

BISHOP, JOHN, Cabinetmaker, Shrewsbury. Mar. 13 and April 3, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sol.* Finlay Knight, Birmingham. *Pet.* Feb. 27.

CHAPLIN, MARMADUKE, Auctioneer, Kingston-upon-Hull. Mar. 18 and April 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Wells & Smith, Hull. *Pet.* Feb. 25.

CHORLEY, WILLIAM BROWNSWORD, Slate Merchant, 37 Hart-st., Bloomsbury, and *Cwmorthin* (not *Curmorthin*, as advertised in last Friday's *Gazette*), Festiniog, Merionethshire. Mar. 10, at 11.30, and April 9, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Chidley, Basinghall-st. *Pet.* Feb. 26.

COGDON, THOMAS HENRY, Plumber, Sunderland. Mar. 13 and April 24, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sol.* Brignal, Durham. *Pet.* Feb. 23.

COOPER, JOHN MARTIN, Shipowner, Sunderland. Mar. 12, at 11, and April 22, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Sudlow & Co., 36 Bedford-row; or Hodge & Harle, Newcastle-upon-Tyne. *Pet.* Feb. 24.

DAVIES, JOHN HOOPER, jun., Grocer, Bridgend, Glamorganshire. Mar. 17 and April 21, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* J. & H. Livett, Bristol. *Pet.* Feb. 26.

DEMEZA, JOHN (J. Demeza & Co.), Cotton Waste Dealer, Manchester. Mar. 16 and April 8, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Boote & Jellicorse, Princess-st., Manchester. *Pet.* Feb. 20.

GELDER, RICHARD, General Warehouseman, Bradford, Yorkshire. Mar. 19 and April 24, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Sale, Worthington, & Shipman, Manchester; or J. & H. Richardson & Gaunt, Leeds. *Pet.* Feb. 17.

HOFMANN, FREDERICK, Merchant, 58 Herbert-st., New North-rd., Middlesex. Mar. 12 and April 9, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Chidley, Basinghall-st. *Pet.* Feb. 26.

KETTLE, HENRY NEWMAN, Grocer, High-st., Godalming, Surrey. Mar. 17, at 12, and April 16, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Murrough, 5 New-inn, Strand. *Pet.* Mar. 2.

KEYWOOD, JAMES, jun., Plumber, Littlehampton, Sussex. Mar. 13, at 2.30, and April 21, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Linklaters & Hackwood, 17 Size-la. *Pet.* Feb. 27.

MOSLEY, EDWIN, Gold Beater, 5 Hyde-st., Bloomsbury. Mar. 10, at 11.30, and April 8, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Broughton, 4 Falcon-sq., City. *Pet.* Feb. 27.

SICHEL, GUSTAVUS (Gustavus Sichel & Co.), Merchant, 27 New Broad-st. Mar. 16, at 12.30, and April 24, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Feb. 27.

SQUIRES, WILLIAM, Gun-maker, 315A Oxford-st. Mar. 18, at 12, and April 22, at 1.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* M'Duff, 37 Castle-st., Holborn. *Pet.* Feb. 27.

STAPLETON, WILLIAM, Contractor, 15 Wharf, Paddington. Mar. 17 and April 21, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Routh & Rowden, 14 Southampton-st., Bloomsbury. *Pet.* Feb. 27.

SULLY, WALTER, Printer, 299 Strand. Mar. 14, at 12.30, and April 17, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Day & Wright, 2 Paper-buildings, Temple. *Pet.* Mar. 3.

WATMOUGH, GEORGE, Draper, Chester, Bolton, Lancashire, and Sheffield. Mar. 13 and April 3, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Fountain-st., Manchester. *Pet.* Feb. 23.

YOUNGER, THOMAS, jun., Mason and Builder, Monkwearmouth, Sunderland. Mar. 13, at 11.30, and April 21, at 12.30; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sol.* Brignal, Durham. *Pet. arrgmt.* Dec. 20, 1856.

FRIDAY, *March* 6, 1857.

BLYTON, HENRY, Clothier, 6 York-ter., Ratcliffe. Mar. 17, at 11.30, and April 17, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Lawrence, Plews, & Boyer, Old Jewry-chambers. *Pet.* Mar. 4.

BOOKLESS, JAMES (Miller & Bookless), Grocer, Maryport, Cumberland. Mar. 13 at 1, and April 20, at 12; Newcastle upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Heethwaite, Maryport; and Cram, Newcastle upon-Tyne. *Pet.* Feb. 27.

EDWARDS, BENJAMIN, Rope, Line, Twine, and Sacking Dealer, 75 Davies-st., Oxford-st. Mar. 17, at 1, and April 17, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Roscoe, King-st., Finsbury. *Pet.* Mar. 5.

HUGHES, THOMAS, Innkeeper, Dudley, Worcestershire. Mar. 20, at 11.30, and April 9, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Barns, Dudley; or E. & H. Wright, Birmingham. *Pet.* Feb. 28.

IRLAM, THOMAS, Broker, Liverpool. Mar. 23 and April 8, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* J. & E. Whitley, Liverpool. *Pet.* Mar. 3.

SALMON, WILLIAM MARSDEN, Innkeeper, Brettle-la., Staffordshire. Mar. 16 and April 8, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Sherwood, Leamington Priors; or Hodgson & Allen, Birmingham. *Pet.* Feb. 18.

SYME, ALEXANDER, Stationer, Tonbridge-wells. Mar. 18 and April 17, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Goddard, King-st., Cheapside. *Pet.* Feb. 20.

THOMAS, THOMAS JAMES, Carpenter, Cardiff, Glamorganshire. Mar. 17 and April 21, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Willcocks, Cardiff; or Henderson & Haward, Bristol. *Pet.* Feb. 19.

VANDERPANT, HENRY CRESSY, Dentist, 16 Maddox-st., Bond-st. Mar. 18, at 11, April 27, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Lewis & Lewis, Ely-pl., Holborn. *Pet.* Mar. 4.

WAGSTAFF, GEORGE JAMES, Watchmaker, 54 Whitechapel-rd. Mar. 17, at 12.30, and April 17, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Sidney, 50A Lincoln's-inn-fields. *Pet.* Mar. 3.

WIGLEY, JOSIAH, Fellmonger, Uttoxeter, Staffordshire. Mar. 16 and April 8, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sols.* Holden & Son, Sweeting-st., Liverpool; or Tyndall, Son, & Johnson, Birmingham. *Pet.* Feb. 24.

YATES, JAMES GARRETT, Grocer, Redcliffe-hill, Bristol. Mar. 16 and April 21, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Henderson & Howard, Broad-st., Bristol. *Pet.* Feb. 28.

MEETINGS.

TUESDAY, *March* 3, 1857.

ADAMS, EDGAR, Laceman, North-st., Brighton. Mar. 24, at 11.30; Basinghall-st. *Com.* Fonblanque. *Div.*

BAXTER, GEORGE, Currier, Church-st., St. George's, Southwark. Mar. 25, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

BERGTHEIL, JOHN, Merchant, 33 Abchurch-lane, and Natal, Africa. Mar 25, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

BYWATER, JOHN, Tailor, Nottingham. April 21 (not 7th, as advertised in last Friday's *Gazette*), at 10.30; Nottingham. *Com.* Balguy. *Div.*
DALRYMPLE, ALEXANDER, Merchant, 11 Lime-st. To accept or reject offer of composition.
DAWE, JOHN AVERY NANSCAWEN, JAMES HODGES COTTRELL, & THOMAS BENHAM, Seed Merchants, Lawrence Pountney-lane, Cannon-st., and Moorgate-st. Mar. 24, at 1; Basinghall-st. *Com.* Fonblanque. *Div.* on their sep. estates.
DEARLOVE, HENRY GEORGE, Timber Merchant, Palace-row, New-rd. Mar. 25, at 12.30; Basinghall-st. *Com.* Goulburn. *Div.*
HARRISON, GEORGE, Ironmonger, Frith-st., Soho-sq. Mar. 24, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*
HEMMINGWAY, REUBEN, Merchant, Liverpool. Mar. 26, at 11; Liverpool. *Com.* Stevenson. *Div.*
MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Mar. 25, at 12; Basinghall-st. *Com.* Fonblanque. *Div.*
ROBERTS, FREDERICK, Flour and Provision Dealer, Wrexham, Denbighshire. Mar. 24, at 11; Liverpool. *Com.* Perry. *Div.*
SAGAR, OATES, Manufacturer, Stonefold Mill, Haslingden, Lancashire. April 3, at 12; Manchester. *Com.* Skirrow. *Div.*
SIMPSON, STEPHEN DUMMER, Licensed Victualler, East Cowes-park, Isle of Wight. Mar. 25, at 11; Basinghall-st. *Com.* Goulburn. *Div.*
WAKINSHAW, JAMES, Iron Manufacturer, Monkwearmouth Iron Works, Sunderland. Mar. 27, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Fur. Div.*
WILSON, HENRY, jun., Currier, 36 Old-st.-rd. Mar. 24, at 12; Basinghall-st. *Com.* Fonblanque. *Second Div.*

FRIDAY, *March* 6, 1857.

CHILDREN, GEORGE, Banker, Tonbridge, Kent. Mar. 30, at 1; Basinghall-st. *Com.* Goulburn. *Div.*
CHRISTIAN, HENRY, Coffee Merchant, 9 Mincing-lane. Mar. 30, at 11.30. Basinghall-st. *Com.* Goulburn. *Div.*
GIFFORD, SAMUEL, Sail Cloth and Canvas Merchant, 72 Mark-lane. Mar. 17, at 12.30; Basinghall-st. *Com.* Fonblanque, *By adj.* from Feb. 3. *Last Ex.*
ROCHEFORT, LOUIS, Importer of Foreign Goods, 17 Broad-st.-bldgs. Mar. 17, at 2; Basinghall-st. *Com.* Fonblanque. *By adj.* from Dec. 16. *Last Ex.*
SCHMOLLINGER, WILLIAM FRANCIS, Tavern Keeper, Grasshopper Tavern, Gracechurch-st. March 28, at 11.30; Basinghall-st. *Com.* Fane. *Div.*
SCOTT, ABRAHAM, Ironmonger, Manchester. April 1, at 12; Manchester. *Com.* Jemmett. *Div.*
SMITH, BENJAMIN, & JOSIAH TIMMINS SMITH (Benjamin Smith & Son), Iron Masters and Iron Merchants, Stanton Iron Works, Derbyshire. Mar. 17, at 3; Midland Hotel, Derby. Creditors under deed of arrangement, of Nov. 13, 1849, to meet for a special object, to be then explained.
THOMSON, FREDERICK HALE, Manufacturer of Silvered Glass Ware, 48 Berner's-st., Oxford-st., and West-end, Hampstead. Mar. 28, at 12; Basinghall-st. *Com.* Fane. *Div.*
TURNER, HENRY, Ribbon Manufacturer, 35 King-st., Holborn (now of 6 Belvidere-ter., Belvidere-rd). Mar. 28, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

DIVIDENDS.

TUESDAY, *March* 3, 1857.

COURTIS, JOHN, Grocer, Beeralston, Devon. First, 1*s.* 7½*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.
HARVEY, JOHN, sen., & GODFREY GREGORY PIKE, Grocers, Birmingham. Second, 1½*d.* joint est.; and First, ½*d.* sep. est. of J. Harvey. *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 & 3.
SHORTO, EDWARD HENRY HAYES, Jeweller, 189 High-st., Exeter. First, 4*s.* 10*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.
TAYLOR, JAMES, Drugget Manufacturer, Rawtenstall and Helmshore. First, 1*s.* 3*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

FRIDAY, *March* 6.

ADAMS, SAMUEL, Banker, Ware, Hertford. First, 4*s.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.
FEAST, ROBERT, Oil and Italian Warehouseman, 15 & 16 Finsbury-pavement, and Little Moorfields. First, 3*s.* 6*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.
POLLACK, EDWARD, Sugar Refiner, Fieldgate-st., Whitechapel. First, 7*s.* *Edwards*, 1 Sambrook-st., Basinghall-st.; Mar. 11, and three subsequent Wednesdays, 11 & 2.
WATSON, THOMAS, Currier and Leather Cutter, Carlisle. Third, 3½*d.*, in addition to 1*s.* 6*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.
WATTS, THOMAS GEORGE, Coal Merchant, 1 Manor-ter., Manor-st., Clapham. First, 5*s.* 6*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *March* 3, 1857.

CLARKE, FREDERICK JAMES, Baker, Clapham. Mar. 24, at 12; Basinghall-st.
CROFTS, EDWARD, Hearth-rug Manufacturer, 3 West-pl., John's-row, St. Luke's. Mar. 25, at 1.30; Basinghall-st.
GASKIN, WILLIAM, Builder, Croydon. Mar. 25, at 1; Basinghall-st.
GREEN, JOHN, Patent Rope Manufacturer, Sunderland. Mar. 24, at 2; Basinghall-st.
HEATHFIELD, WILLIAM EAMES, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. Mar. 24, at 1; Basinghall-st.
HUNTER, JOHN, Merchant, 12 Little Tower-st. Chambers, Eastcheap. Mar. 24, at 1; Basinghall-st.
SHOVE, DAVID, Tallow Chandler, Croydon. Mar. 25, at 11; Basinghall-st.
TRIPNEY, THOMAS HENRY, Woollendraper, Perranporth. Mar. 26, at 1; Exeter.

FRIDAY, *March* 6, 1857.

BALSHAW, WILLIAM, Joiner, Liverpool. Mar. 30, at 11; Liverpool.
BANKS, THOMAS, Ironmonger, Chorley, Lancashire. April 2, at 2; Manchester.
BYERS, MICHAEL, & THOMAS BYERS, Ship Builders, Monkwearmouth Shore, Sunderland. Mar. 30, at 11.30; Newcastle-upon-Tyne.
JENKINS, EDWARD, Draper, Birmingham. Mar. 30, at 10; Birmingham.
JONES, GEORGE WORRALL, Banker, Crickhowell, Brecon. April 17, at 11; Bristol.
SMITH, WILLIAM, Banker, Hemel Hempsted, and Watford. Mar. 28, at 11; Basinghall-st.
WHITESIDE, JOSEPH, Watch and Clock Manufacturer, 27 Davies-st., Berkeley-sq. Mar. 30, at 12; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *March* 3, 1857.

BAKER, THOMAS, & JAMES BOSWELL, Colour Manufacturers, High-st., Poplar. Feb. 25, 2nd class.
BALE, THOMAS, Builder, Kidderminster. Feb. 26, 3rd class.
BARNES, ROBERT YALLOWLEY, Floor-cloth Manufacturer, 11 City-rd. Feb. 25, 1st class.
COLLINS, BENJAMIN, Builder, Toll End, Tipton, Staffordshire. Mar. 2, 3rd class.
EVANS, HENRY, Grocer, Wednesbury, Staffordshire. Feb. 26, 3rd class.
INGRAM, MALLARD, Ironmonger, Rugeley, Staffordshire. Feb. 26, 2nd class.

FRIDAY, *March* 6, 1857.

COOP, HENRY, & WILLIAM COOP, Silk Manufacturers, Westhoughton, Lancashire. Feb. 26, 3rd class to W. Coop.
CORONEL, ABRAHAM, Cigar Manufacturer, 145 Minories. Feb. 27, 3rd class.
FEAST, ROBERT, Oil and Italian Warehouseman, 15 & 16 Finsbury-pavement and Little Moorfields. Feb. 27, 3rd class.
GWYER, EDMUND, jun., Insurance Broker, 52 Gracechurch-st. Feb. 27, 1st class.
LEA, JAMES, Tailor, Dartford, Kent. Feb. 27, 2nd class.
PERRY, THOMAS, Confectioner. 203 High-st., Southwark. Feb. 28, 2nd class.
TRAVES, JOSEPH, Woollen Manufacturer and Printer, Green Bridge, Cage Mill, Bridge End, Newchurch, Lancashire. Feb. 26, 3rd class.
WHEEN, JOHN, & JOHN MALIN, Joiners and Builders, Sheffield. Feb. 28, 3rd class.

Insolvents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *Feb.* 27, 1857.

AUSTIN, JOHN, Attorney's Clerk, 2 Cloudesley-st., Islington. Mar. 13, at 11. *C. Com.* Law.
BISHOP, JOHN, Clerk to the East and West India Company, 20 Alfred-st., Bow. Mar. 16, at 11. *C. Com.* Law.
FLEMING, JAMES, Baker, 1 Orchard, High-st., Peckham. Mar. 16, at 11. *C. Com.* Law.
GATES, JAMES, Pastrycook, 3 Goldsmiths-row, Hackney-rd. Mar. 16, at 11. *C. Com.* Law.
PRATT, GEORGE, Plumber, 47 Archer-st., Westbourne-grove West, Kensington. Mar. 14, at 11. *Com.* Phillips.
SIMMONDS, ISAAC, Dealer in New and Second-hand Wearing Apparel, 18 Goldsmiths-row, Hackney-rd. Mar. 14, at 11. *Com.* Phillips.
VAGG, JOHN, Beer-shop-keeper and Butcher, High-st., Uxbridge. Mar. 16, at 11. *C. Com.* Law.
WORRALL, HENRY, Eating-house-keeper, 74 Tothill-st., Westminster. Mar. 14, at 11. *Com.* Phillips.

TUESDAY, *March* 3, 1857.

CHESNAYE, JOHN, Compositor, 15 Stebbington-st., Oakley-sq., St. Pancras. Mar. 17, at 10. *Com.* Murphy.
CROOT, ROBERT, Greengrocer, 1 Almina-rd., York-rd., King's-cross, Islington. Mar. 18, at 10. *Com.* Murphy.
DINGLE, MOSES, Carpenter, 19 Paddington-st., Marylebone. Mar. 18, at 10. *Com.* Murphy.
GRANGER, THOMAS, Baker, 63 Brunswick-st., Hackney-rd. Mar. 18, at 11. *C. Com.* Law.
HALL, ROBERT, Carpenter, 198 Long-la., Bermondsey. Mar. 18, at 11. *C. Com.* Law.
HOOKEY, ROBERT, Greengrocer, 2 Jubilee-pl., Commercial-rd. Mar. 18, at 11. *C. Com.* Law.
MATTHIESSEN, LUDWIG EMIL, Ship Broker's Clerk, 13 Gerrard-st., Islington. Mar. 19, at 11. *Com.* Phillips.
REEVE, JOSEPH AUGUSTUS, Grocer, 196 High-st., Shadwell. Mar. 19, at 11. *Com* Phillips.
RICHARDSON, THOMAS WILLIAM, Commercial Traveller, 3 South-st., Stockwell. Mar. 18, at 10. *Com.* Murphy.
SIMONDS, JOHN, Attorney's Clerk, 1 Rosemary-cott., New North-rd., Islington. Mar. 19, at 11. *Com.* Phillips.
THOMPSON, WILLIAM JAMES, Newsvender and Foreman to a Gas-fitter, 5 Hamilton-ter. East, New Cross-rd., Deptford. Mar. 18, at 10. *Com.* Murphy.
WEST, EDWARD, Commission Agent, 28 York-pl., City-rd., and 10 St. Mary-axe. Mar. 18, at 10. *Com.* Murphy.
WILLMORE, GEORGE, Jobbing Labourer, Child's-hill, Hendon, Middlesex. Mar. 19, at 11. *Com.* Phillips.
YORKE, EDWARD, Stationer, Twickenham-pl., Twickenham. Mar. 16, at 11. *Com.* Phillips.

FRIDAY, *March* 6, 1857.

BARROW, JOHN EDWARD GRAHAM, Ensign Half-pay 20th Regiment, and Secretary to the Metropolitan Steam Washing Company, 17 Wharf-rd., City-rd., 10 Angel-ter., Islington. Mar. 21, at 11. *Com.* Phillips.
BROWN, JOSEPH, Baker, High-st., Rickmansworth, Hertfordshire. Mar. 20, at 10. *C. Com.* Law.
CORDWELL, JABE JOSIAH, Oil and Colourman, 235 Holywell-st., Shoreditch. Mar. 23, at 11. *Com.* Phillips.
GRIFFITHS, WILLIAM, Cabinetmaker, 13 Sydney-pl., Sydney-st., City-rd. Mar. 23, at 11. *Com.* Phillips.
IVIMEY, ALFRED, Tailor, 7 Hayfield-pl., Mile-end-rd. Mar. 23, at 11. *C. Com.* Law.
LANGE, CHARLES (sued as Charles Leibert), 101 East Smithfield (previously 3 Jamaica-pl., West India-rd., Private Boarding-house-keeper and Commission Agent). Mar. 20, at 11. *C. Com.* Law.
LANGE, CHARLES, Coffee and Beer-shop Keeper, 57 Minories. Mar. 23, at 11. *C. Com.* Law.
PYATT, ALEXANDER (A. Pyatt & Co.), Hat and Cap Maker, 38 High-st., Bow. *Com. C.* Law.
SKELLERN, THOMAS, Bookbinder, 1 Golden-bldgs., 165A Strand. Mar 23, at 11. *Com.* Phillips.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *Feb.* 27, 1857.

BODDY, GEORGE, Commercial Traveller, 115 Gt. Dover-rd., Southwark. Mar. 13, at 10. *Com.* Murphy.

CHIDELL, THOMAS, out of business, 23 Spencer-ter., Lower-rd., Islington (formerly Wine and Ale Merchant, 40 Lime-st.). Mar. 13, at 10. *Com.* Murphy.

DARBY, CHARLES MASSEY, out of business, 3 Caroline-st., Bedford-sq. (formerly of 140 Strand and 31 Abingdon-vils., Kensington, in partnership with John Mortimer, trading as Mortimer & Darby, Printers). Mar. 13, at 10. *Com.* Murphy.

DAWKINS, GEORGE, out of business, 3 Long-la., West Smithfield (previously of Broughton, Northamptonshire, Stonemason and Bricklayer). Mar. 13, at 11. *C. Com.* Law.

DAY, GEORGE (Day & Co.), Builder and Contractor, 33 Rodney-st., Pentonville, and Newland-row, Oxford-mews, Edgware-rd. Mar. 13, at 10. *Com.* Murphy.

EAGLETON, JOHN, Boot and Shoe Maker, 208 High-st., Poplar. Mar. 16, at 11. *Com.* Phillips.

FAWCETT, WILLIAM BURDEN, Attorney's Clerk, 2 Walker's-ter., Clevelandst., Mile-end. Mar. 14, at 11. *Com.* Phillips.

GOLDTHORPE, JOHN, General Dealer, 27 James-st., Edward-st., Portman-sq. Mar. 14, at 11. *Com.* Phillips.

MARTIN, RICHARD CAULFIELD, Barrister-at-Law, 24 The Terrace, Kennington-park, Surrey, and 8 Serjeant's-inn, Fleet-st. Mar. 13, at 11. *C. Com.* Law.

MUSITANO, FREDERICK, Commission Agent, 14 Alfred-pl., Bedford-sq. Mar. 13, at 11. *C. Com.* Law.

NEALE, DORSET PALMER, Attorney and Solicitor, York-row-passage, Kennington-rd., Lambeth (late of 6 Cook's-ct., Lincoln's-inn-fields). Mar. 13, at 10. *Com.* Murphy.

SHAW, GEORGE, Attorney's Clerk, 13 George's-grove, Holloway. Mar. 14, at 11. *Com.* Phillips.

SILVERTON, WILLIAM, Appraiser and House Agent, 14 East-st., Lambs Conduit-street, and 4 Portsmouth-st., Lincoln's-inn-fields. Mar. 13, at 10. *Com.* Murphy.

STONE, SAMSON, out of business, 2 Tetley-st., Bromley (formerly of the Suffolk Brewery, Tetley-st., Brewer). Mar. 14, at 11. *Com.* Phillips.

TORPEY, LAURENCE, Commercial Traveller, 14 Essex-st., Duncan-ter., Islington. Mar. 14, at 11. *Com.* Phillips.

WILTON, HENRY, sen., Attorney-at-Law and Solicitor, out of practice, 1 Sutton-st., York-rd., Lambeth. Mar. 13, at 10. *Com.* Murphy.

WITHERS, ABRAHAM, Clerk to a Builder, 1 Murray-vils., St. Paul's-rd., Camden-town. Mar. 14, at 11. *Com.* Phillips.

TUESDAY, *March* 3, 1857.

ALLEN, LUKE JAMES, Captain of a vessel called the Ann, Royal Hotel, Bridge-rd., Sunderland. Mar. 17, at 10. *Com.* Murphy.

BIRKER, JOHANN, Teacher and Translator of Languages, 5 Somerst-pl., New-rd., Mile-end. Mar. 18, at 11. *C. Com.* Law.

DODSON, JAMES, Clerk to a Hop Factor, 10 Hampton-st., Walworth-rd., Surrey. Mar. 18, at 11. *C. Com.* Law.

GEIDER, FREDERICK, Bread and Biscuit Baker, 2 South-pl., Camberwell New-rd., and 7 Palmerston-st., Camberwell. Mar. 18, at 11. *C. Com.* Law.

HAMERTON, ROBERT JACOB, Artist, 3½ Cambridge-pl., Cambridge-ter., Edgware-rd. Mar. 18, at 11. *C. Com.* Law.

HUNT, ESTHER, out of business, 21 Gt. George-st., Bermondsey (previously of 7 Long-la., Bermondsey, Tin Plate Worker). Mar. 17, at 10. *Com.* Murphy.

RICHARDSON, HENRY FRANCIS, Attorney-at-law, 7 Vernon-st., Bagniggewells-rd. Mar. 17, at 10. *Com.* Murphy.

ROTHSCHILD, MARX, Dealer in Fancy Goods, 4 Duke-st., Aldgate. Mar. 17, at 10. *Com.* Murphy.

STOCK, JOSEPH, Carman, Sheep-la., Hackney. Mar. 17, at 10. *Com.* Murphy.

SWAIN, JOB, Tailor, 379 Oxford-st. Mar. 17, at 10. *Com.* Murphy.

TOZER, CHARLES SAMUEL, Tobacconist, 48 Essex-st., Strand. Mar. 18, at 11. *C. Com.* Law.

WILSON, CHARLES, Fixture Dealer, 3 Canterbury-pl., Old Kent-rd., Camberwell. Mar. 18, at 11. *C. Com.* Law.

FRIDAY, *March* 6, 1857.

ALDER, FREDERICK WILLIAM ARUNDELL (Pearson & Alder, Brick-makers, Grays, Essex)—sued with Thomas Pearson—out of business, 11 Willow-pl., St. Peter's-rd., Mile End. Mar. 20, at 11. *C. Com.* Law.

BANKS, HENRY, Carpenter, 72 Bethnal-green-rd. Mar. 20, at 11. *C. Com.* Murphy.

DEARIE, RICHARD, Commission Agent, 2 Murray-st., New North-rd., Hoxton. Mar. 20, at 11. *C. Com.* Law.

GASHION, SAMUEL, Dealer in Marine Stores, 32 Somerset-pl., East-rd. Mar. 21, at 11. *Com.* Phillips.

HOUSEHOLD, BENJAMIN, Builder, 3 Albert-ter., Wellington-st., Kentish Town. Mar. 20. *Com* Phillips.

NORTH, CHARLES, Carpenter, 122 Albany-st., Regent's-pk. Mar. 20, at 11. *Com.* Murphy.

QUINTON, JABEZ RICHARD, Surgeon Dentist, 15 Kensington-pk.-ter., Notting-hill. Mar. 21, at 11. *Com.* Phillips.

TOZER, JAMES, out of business, 14 Sutherland-ter., Caledonian-rd., Islington (formerly of 48 Caroline-pl., Islington, Grocer). Mar. 21, at 11. *Com.* Phillips.

BUNAU, GUNTHER VON, Lieut. British German Legion, German Hotel, 1 and 2 Leicester-st., Leicester-sq.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *March* 3.

BAINBRIDGE, ROBERT, Gilt Toy Manufacturer, 55 Sherborne-la., Birmingham. Mar. 13, at 10; Birmingham.

BARNS, JOSEPH, Book-keeper, 10 Milk-st., Rochdale, Lancashire. Mar. 19, at 12; Rochdale.

BEDGOOD, GEORGE, Grocer, Golborne, Lancashire. Mar. 14, at 11; Leigh.

CHARLTON, WILLIAM, Journeyman Mason, Slack-ter., Temple Town, South Shields. Mar. 19, at 10; South Shields.

DOUGLAS, JAMES ALFRED, Stationer's Assistant, 144 Moseley-rd., Birmingham. Mar. 13, at 10; Birmingham.

GRIGG, SAMUEL, Plumber, 48 Loveday-street, Birmingham. Mar. 13, at 10; Birmingham.

HAWKINS, JOHN, Warehouseman and Book-keeper, 21 Upper Priory, Birmingham. Mar. 13, at 10; Birmingham.

HEMING, GEORGE, Railway Writing Clerk, Lupin-st., Ashted, Birmingham. Mar. 13, at 10; Birmingham.

HUMPHREYS, WILLIAM, Baker, High-st., Deritend, Birmingham. Mar. 13, at 10; Birmingham.

JONES, WILLIAM, Boot and Shoe Maker, Thornton-le-Moors, Cheshire. April 8, at 10; Chester.

KEMP, THOMAS, Gun Maker, 29½ Whittall-st., Birmingham. Mar. 13, at 10; Birmingham.

LAYNG, EDWARD, out of business, Broadstairs, Kent (late Surgeon). Mar. 9, at 12; Margate.

LOWE, WILLIAM, sen., Retail Brewer, Moxley, Wednesbury, Staffordshire. Mar. 19, at 10; Walsall.

MEADEN, JOHN, Relieving Officer and Registrar of Births and Deaths, Gillingham, Dorsetshire. Mar. 23, at 11; Shaftesbury.

MUMFORD, JOHN, Saddler, Pains-la., Wrockwardine, Salop. Mar. 13, at 10; Wellington.

NORTHWOOD, GEORGE, Attorney and Solicitor, Darley-st., Bradford, Yorkshire. Mar. 24, at 11; Bradford.

PHILLIPS, THOMAS, Farmer, Melleston, Monkton, Pembrokeshire. Mar. 23, at 10.15; Pembroke.

POLLOCK, WILLIAM, Gasfitter, Stamford. Mar. 23, at 1; Stamford.

REES, THOMAS STEWART (Rees & Co.), Hatter, 92 Queen-st., Portsea. Mar. 26, at 11; Portsmouth.

SMITH, THOMAS, Licensed Victualler, Dunn Cow, Park-st., Walsall, Staffordshire. Mar. 19, at 10; Walsall.

TOWERS, JOHN WILLIAM, Clerk to an Ironmaster, Dudley, Worcestershire. Mar. 17, at 10; Shrewsbury.

WOODWARD, ADAM, Boot and Shoe Maker, 39 Nelson-st., Litchurch, Derbyshire. Mar. 21, at 12; Derby.

FRIDAY, *March* 6, 1857.

BARNER, JOHN, Tinner and Brazier, 65 Peter-gate, York. Mar. 23, at 9; York.

BILL, EDWARD, Bricklayer, Fruiterer, &c., Cross-st., Dudley. Worcestershire. Mar. 20, at 10; Dudley.

BOOTE, SAMUEL, Shoe-maker, Brook-bldgs., Willaston, Cheshire. Mar. 26, at 11; Nantwich.

COLLINS, THOMAS, Wheelwright, Dean-st., East Farleigh, Kent. Mar. 23, at 11; Maidstone.

COTTON, HENRY, Butcher, Bell-st., Wolverhampton. Mar. 24, at 10; Wolverhampton.

COX, EDWIN, Carpenter, Hanslope, Buckinghamshire. Mar. 19, at 11; Newport Pagnall.

DAVIES, ABEL, Saddler, Bridge-st., Newcastle Emlyn, Carmarthen. Mar. 26, at 10; Newcastle Emlyn.

DAVIS, THOMAS, Porto Bello, Birmingham-st., Stourbridge (previously of Pack Horse Inn, Coventry-st., Stourbridge, Licensed Victualler). Mar. 13, at 10; Stourbridge.

DAWSON, JOHN CAMBELL, Licensed Victualler, Shakespeare Inn, Cleveland-rd., Garrick-st., Wolverhampton. Mar. 24, at 10; Wolverhampton.

FERGUSON, THOMAS, out of business, Royal Oak, Pountney-st., Wolverhampton (previously of Rose-hill, Willenhall, Staffordshire, Dead Lock Manufacturer). Mar. 24, at 10; Wolverhampton.

FERNIE, EDWARD, Prisoner for Debt in Gaol of Stafford (late of Brewood, Staffordshire, Tailor). Mar. 24, at 10; Wolverhampton.

FREARSON, WILLIAM, Farmer and Labourer, Nailstone, Leicestershire. Mar. 19, at 12; Market Bosworth.

GRAVER, ROBERT, Plumber and Glazier, Bridge-st., March, Cambridgeshire. Mar. 28, at 1; March.

HAILES, GEORGE, Farmer, Strangleford Birch, Brewood, Staffordshire. Mar. 24, at 10; Wolverhampton.

HARRIS, JOHN, Rope Manufacturer, Brettell-la., Kingswinford, Staffordshire. Mar. 13, at 10; Stourbridge.

LEGMER, HARRIETT ELIZA, Widow of Thomas Legmer, Brewer, Horsley-fields, Wolverhampton. Mar. 24, at 10; Wolverhampton.

LYE, THOMAS, in no business, Middleham, York (previously a Jockey). Mar. 19, at 11.30; Leyburn.

MORGAN, JOHN, Boot and Shoe Maker, Hem-cot., Forden, Montgomeryshire. Mar. 26, at 11; Welshpool.

OAKLEY, BENJAMIN, sen., Engineer, New Walbrook, Coseley, Sedgley, Staffordshire. Mar. 20, at 10; Dudley.

PARR, JOHN, Shopkeeper and Labourer, Cotmanhay, Ilkeston, Derbyshire. Mar. 19, at 11; Belper.

PURLAND, SAMUEL (Innkeeper, late of the Plough Inn, Ravensmeer Beccles, Suffolk), Labourer, Fen-lane, Beccles. Mar. 18, at 10; Beccles.

STREET, THOMAS, Licensed Victualler, Bear Inn, St. Neots, Huntingdonshire. Mar. 20, at 1; Bedford.

TURNER, JAMES, Beer-shop-keeper, Deepfields, Sedgley, Staffordshire. Mar. 20, at 10; Dudley.

WILKINS, GEORGE, Solicitor and County Court Clerk and Registrar, Town's End, Warminster, Wilts. Mar. 17, at 12; Warminster.

WILLIAMS, WILLIAM THOMAS, Tailor, Abercrave, Ystraedgunlais, Brecon. Mar. 23, at 10; Neath.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.

FRIDAY, *Feb.* 27, 1857.

APPLETON, EMMA, Grocer, Water-st., Saint Helen's, Lancashire. Mar. 13, at 11; Lancaster.

BARNES, SAMUEL, Machine Maker, Phœnix Iron Works, Phœnix-st., Oldham. Mar. 13, at 11; Lancaster.

BROCKLEHURST, EDWARD GRAY, Wholesale Leather Dealer and Manufacturer of Hose Piping Machinery, Great Orford-st., and Duke-st., Liverpool. Mar. 13, at 11; Lancaster.

BURBIDGE, JAMES, General Insurance Agent, Timperley, Altrincham, Cheshire, and 20 Princess-st., Manchester. Mar. 13, at 11; Lancaster.

BURWELL, JAMES, Assistant to a Bazaar-keeper, 8 Neville-st., Southport, Lancashire (formerly of Llandudno, North Wales, Greengrocer and Toy Dealer). Mar. 13, at 11; Lancaster.

CHATTAWAY, WILLIAM, Castrator, Chantrey-cot., Fladbury, Worcestershire. Mar. 18, at 10; Worcester.

COHEN, HENRY, Dealer in Jewellery, 21 Leander-st., Liverpool (formerly of 15 Moon-st., Liverpool, in copartnership with Solomon Levin, Jewellers and Watchmakers). Mar. 13, at 11; Lancaster.

COTTRILL, THOMAS, jun., out of business, Tamworth-st., Stretford New-road, Hulme, Manchester (formerly of 42 Great Ducie-st., Strangeways, Wine, Spirit, and Ale and Porter Merchant). Mar. 13, at 11; Lancaster.

GORSE, EDMUND, Cart Driver, Hole-house, Blackburn. Mar. 13, at 11; Lancaster.

HARTLEY, WILLIAM, Beerseller, Warren-la., Church, near Accrington, Lancashire. Mar. 13, at 11; Lancaster.

IRVING, WILLIAM, out of business, Radnor-st., Hulme, Manchester (formerly of 90 Stretford New-rd., Hulme, Furniture Dealer). Mar. 13, at 11; Lancaster.

JEFFS, WILLIAM, Manufacturer of Letters and Figures, 87 Perceval-st., Oldham-rd., Manchester, and 175A Oldham-rd., Manchester. Mar. 13, at 11; Lancaster.

JOHNSON, JOSEPH (Johnson & Watson), General Contractor, Paradise-sq., Broughton-rd., Salford, Lancashire. Mar. 13, at 11; Lancaster.

KELLY, WILLIAM, out of business, River-st., Hulme, Manchester (formerly Linendraper). Mar. 13, at 11; Lancaster.

LATHAM, JOHN, Slater and Plasterer, 8 & 10 Clare-st., Liverpool. Mar. 13, at 11; Lancaster.

LEVIN, SOLOMON, Dealer in Jewellery, 33 Great Orford-st., Liverpool (formerly of 15 Moon-st., Liverpool, in copartnership with Henry Cohen, Jewellers and Watchmakers). Mar. 13, at 11; Lancaster.

LLOYD, ROBERT, Butcher and Cattle Dealer with Joseph Nixon, Anderton-st., Oldfield-rd., Salford. Mar. 13, at 11; Lancaster.

LUND, THOMAS, Licensed Victualler, Lime-kiln Inn, Aqueduct-st., Fylde-rd., Preston. Mar. 13, at 11; Lancaster.

PARTRIDGE, CHARLES, out of business, Strand-st., Liverpool (formerly of King-st., Darlaston, Staffordshire, Butcher). Mar. 13, at 11; Lancaster.

PEARSON, GEORGE, Coal Dealer, West Bank, Openshaw, Manchester. Mar. 13, at 11; Lancaster.

POTTS, JOHN, Estate and General Agent, 96 Boston-st., Hulme, and 9 St. James-sq., Manchester. Mar. 13, at 11; Lancaster.

PRICE, SUSANNAH, Cap Maker's Assistant, Enderby, Leicestershire. Mar. 18, at 10; Leicester.

REED, EDWARD, out of business, Bidston-hill, Birkenhead (formerly of 7 Cheapside, Liverpool, Licensed Victualler). Mar. 13, at 11; Lancaster.

SMITH, EDWARD, out of business, Plato-st., Kirkdale, Liverpool (formerly of 303 Scotland-rd., Liverpool, Butcher). Mar. 13, at 11; Lancaster.

SMITH, KITTY (Widow of John Smith), Licensed Victualler, Station Hotel, Warrington-st., Ashton-under-Lyne, Lancashire, Mar. 13, at 11; Lancaster.

STRAWSON, PAUL, Chemist and Soda Water Manufacturer, Islington, Liverpool. Mar. 13, at 11; Lancaster.

WEETMAN, JOHN, out of business, 63 Great Jackson-st., Hulme, Manchester (formerly of Victoria-st., Altrincham, Painter). Mar. 13, at 11; Lancaster.

WESTON, CHARLES, out of business, Marsh-st., Shelton, Staffordshire (formerly of the Star Inn, Marsh-st., Licensed Victualler). Mar. 13, at 11; Lancaster.

WHALEY, WILLIAM, Leather Dealer, 9 Brownlow-hill, Liverpool. Mar. 13, at 11; Lancaster.

WILD, JOHN, out of business, Broadway-la., Oldham (formerly of The Travellers' Rest, Scot Field, Oldham, Grocer). Mar. 13, at 11; Lancaster.

TUESDAY, *March* 3, 1857.

BURGESS, THOMAS, Journeyman Wheelwright, Bollington, Macclesfield. Mar. 18; Chester.

CLIFFORD, THOMAS, Corn Dealer, Stow-on-the-Wold, Gloucestershire. Mar. 18, at 10.30; Bristol.

DAVIES, WILLIAM, Boot and Shoe Maker, Nantwich, Cheshire. Mar. 18; Chester.

HARDING, JOHN, sen., Working Engineer, Freeling-pl., Fishpond-rd., Stapleton, Gloucestershire. Mar. 18, at 10; Gloucester.

LEAVIS, SAMUEL, Hay Dealer, Congleton, Cheshire. Mar. 18; Chester.

LLEWELLIN, JOHN, Haulier and small Farmer, Penmain, Myngddysalwyn, Monmouthshire. Mar. 19, at 2; Monmouth.

LLOYD, PHILIP, Travelling Tea Dealer, St. Mellons, Monmouthshire. Mar. 19, at 2; Monmouth.

LOVELL, GEORGE, Builder and Master Mason, Risca, Monmouthshire. Mar. 19, at 2; Monmouth.

MORRIS, DAVID WILLIAM, Draper, 41 Bolt-st., Newport, Monmouthshire. Mar. 19, at 2; Monmouth.

PLATT, GEORGE, Dealer in Guano, Audlem, Cheshire. Mar. 18; Chester.

PULFORD, JOSEPH DODD, Gloss, Brush, and Smallware Dealer, 2 Claremont-walk, Chester. Mar. 18; Chester.

SHONE, JOHN, Journeyman Stonemason, 42 St. Ann-st., Chester. Mar. 18; Chester.

SUTHERLAND, CHARLES, Journeyman Joiner, Cross-st., Ashton-upon-Mersey, Cheshire. Mar. 18; Chester.

TURNER, JAMES, in no business, Bollington, Macclesfield (formerly Farmer). Mar. 18; Chester.

WILLIAMS, WILLIAM, Basket and Hamper Maker, Park-st. and Bridge-st., Chester. Mar. 18; Chester.

FRIDAY, *March* 6, 1857.

AMBLER, THOMAS, out of business, Old Dolphin, Clayton, Bradford, Yorkshire (previously of Northowram, Halifax, Publican). Mar. 23, at 9; York.

ASKHAM, JAMES, Labourer, Old Hay-market, Sheffield. Mar. 23, at 9; York.

BAILEY, EDWARD, Clothier, 3 Nessgate, York. Mar. 23, at 9; York.

BAILEY, WILLIAM, out of business, Dewsbury Bank, Yorkshire (previously Beer-shop-keeper). Mar. 23, at 9; York.

BAKER, THOMAS HENRY, Rope and Twine Manufacturer, Goudhurst, Kent. Mar. 23, at 11; Maidstone.

BARRETT, HENRY, General Painter, Barker End-rd., High-st., Bradford. Mar. 23, at 9; York.

BENTLEY, ALBERT, out of business, Yorkshireman Inn, Coppergate, York (previously of 5 Abraham-gate, Bower-st., Manchester-rd., Bradford, Yorkshire, Journeyman Cabinet Maker). Mar. 23, at 9; York.

BILLINGS, BENJAMIN, out of business, 25 Chance-st., Stratford, Essex (previously of the Horse and Groom Beerhouse, Broadway, High-st., Stratford, Brewer). Mar. 21, at 12; Chelmsford.

BROWN, CHARLES, Innkeeper, Red Lion Inn, Potter-st., Harlow, Essex. Mar. 21, at 12; Chelmsford.

CARTER, JOSIAH THOMAS, Fly Driver, 17 Angel-lane, Stratford, Essex. Mar. 21, at 12; Chelmsford.

COLEMAN, ABRAHAM, Surgeon-Dentist, Castle Meadow, Norwich. Mar. 21, at 10; Norwich.

COOK, THOMAS, Greengrocer, Manchester-rd., Bradford, Yorkshire. Mar. 23, at 9; York.

COOKSON, THOMAS, Woollen Cloth Manufacturer, Dog-la., Elland, Halifax. Mar. 23, at 9; York.

COOPER, HENRY OCTAVIUS WILLIAM, Boarding and Lodging-house Keeper, 14 Gloucester-ter., Pimlico. Mar. 21, at 10; Norwich.

CROSSLAND, BENJAMIN, Blanket Weaver, Heckmondwike, Dewsbury, Yorkshire. Mar. 23, at 9; York.

DAILS, JOHN TOMLINSON, out of business, 5 Market-st., York (formerly of North-st., Goole, Merchant's Clerk and Shipping Agent). Mar. 23, at 9; York.

ETTE, FRANCIS KING, Book-keeper and Vinegar Merchant, Somerville-ter., Sheffield. Mar. 23, at 9; York,

FAWTHROP, THOMAS, Surgeon and Apothecary, Square, Halifax. Mar. 23, at 9; York.

FRANCIS, GEORGE, out of business, Plough Inn, Scarborough (previously of Masons Arms, St. Thomas-st., Scarborough, Licensed Victualler). Mar. 23, at 9; York.

GOODSELL, WILLIAM, jun., Farmer, Barming, Kent. Mar. 23, at 11; Maidstone.

GREENWOOD, JAMES, out of business, New-la.-pl., Meadow-la., Leeds (previcusly of Croft-st., Water-la., Leeds, Hackle and Tool Maker). Mar. 23, at 9; York.

HAIRCASTLE, BENJAMIN, out of business, Pudsey, near Leeds (previously Provision Dealer and Grocer. Mar. 23, at 9; York.

HODGSON, CHARLES (sued with Jane Hodgson), out of business, Garlington, Manningham, Bradford, Yorkshire. Mar. 23, at 2; York

HODGSON, JANE (sued with Charles Hodgson), Domestic Servant, Manningham, Bradford, Yorkshire. Mar. 23, at 1; York.

HUSTWICK, GEORGE, Publican, in lodgings, 36½ Parliament-st., York, and Half Moon Inn, Ellerton, Wheldrake, Yorkshire. Mar. 23, at 9; York.

KNAPTON, ABRAHAM, Hind and Farm Labourer, Wilsden, Bingley, Yorkshire. Mar. 23, at 9; York.

LUMLEY, RICHARD, out of business, Stonegate, York (theretofore of 60 King Cross-st., Halifax, Boot and Shoe Maker). Mar. 23, at 9; York.

MASON, CHRISTOPHER, Linen and Woollen Draper, 332 Hall-la., Bowling, Bradford, Yorkshire. Mar 23, at 9; York.

MORTON, JOSEPH, File Smith and Forger, 3 Nessgate, York. Mar. 23, at 9; York.

MURGATROYD, JONATHAN, Overlooker, late of 37 Raven-st., Bradford, Yorkshire. Mar. 23, at 9; York.

NELSON, JOHN, out of business, 4 St. Mark-st., Woodhouse-la., Yorkshire. Mar. 23, at 9; York.

NORTON, CHARLES, out of business, Pontefract, Yorkshire (previously Innkeeper, &c.), Mar. 23, at 9; York.

OLDFIELD, JAMES, Innkeeper, George Inn, Hedley, Butley, Dewsbury, Yorkshire. Mar. 23, at 9; York.

PARKIN, DAVID, Commission Agent, Hightown, Leeds. Mar. 23, at 9; York.

PREST, JOHN out of employ, Halifax (formerly of Griffin Inn, George-st., Halifax, Licensed Victualler). Mar. 23, at 9; York.

READ, JOHN, Farmer, Fryerning, Essex. Mar. 21, at 12; Chelmsford.

REEVES, THOMAS HENRY, Clicker to Boot and Shoe Maker, Hawkhurst, Kent, Mar. 23, at 11; Maidstone.

RHODES, JOHN, out of business, Holgate-la., York (previously of Eccleshill, Leeds, Butcher). Mar. 23, at 9; York.

SMITH, JOHN, Grocer, 31 Northgate-st., Bradford, Yorkshire. Mar. 23, at 9; York.

SMITH, THOMAS, Weaver, Rattan Clough, Ovenden, Halifax. Mar. 23, at 9; York.

SNESBY, SARAH, Widow, Swavesey, Cambridgeshire. Mar. 16, at 10; Cambridge.

SUNLEY, MARK, out of business, Salter-rd., Pontefract (previously of Pine Apple Inn, Baxtergate, Pontefract, Innkeeper), Mar. 23, at 9; York.

WALKER, RICHARD, out of business, New Wortley, Leeds (formerly of New Wortley, Coal Merchant). Mar. 23, at 2; York.

WEIR, HANNAH out of employment, Thornes, near Wakefield (previously of Market-st., Wakefield, Schoolmistress). Mar. 23, at 9; York.

WHITLEY, BENJAMIN, Licensed Victualler, Smiths' Arms Inn, Castle-gate, Huddersfield. Mar. 23, at 9; York.

WILSON, ROBERT, Commission Traveller in Tea, 15 Oxford-st., Scarborough. Mar. 23, at 9; York.

WOOD, BENJAMIN, Licensed Vtctualler, Punch Bowl Inn, Back-lane, Little Horton, Bradford. Mar. 23, at 9; York.

WOOD, BENJAMIN, out of business, 3 Mab-ct., Bradford, Yorkshire (previously of Carlton-pl. Bradford, Stuff Merchant). Mar. 23, at 9; York.

MEETINGS.

TUESDAY, *March* 3, 1857.

BADDOCK, JOHN, Tailor, Aylesbury. Mar. 26; Aylesbury. *Dir.*

JONES, RICHARD, Rev., Rector of Llangynog, Clerk. Mar. 27, at 12; Llanfyllin. *Further Dir.*

FRIDAY, *March* 6, 1857.

HARRISON, THOMAS, Wholesale and Retail Chemist and Druggist, Churchgate, All Saints, Loughborough, Leicester. Mar. 14, at 10, at Townhall, Loughborough. *Aud. Ac. & Div.*

HINTON, RICHARD THOMAS, Much Wenlock, Salop. Mar. 21, at 10, at Wynnstay Arms Inn, Much Wenlock, to assent to, or dissent from, composition with debtor to insolvent's estate.

DIVIDENDS.

At PROVISIONAL ASSIGNEE'S OFFICE, 5 PORTUGAL-ST., *between* 11 *and* 3.

TUESDAY, *March* 3, 1857.

BIRD, THOMAS, Painter, 3 Graham-st., Pimlico. 20s.

BRADLEY, ROBERT, Clerk in the Ordnance Office, 1 Vicarage-st., Kensington. 1s.

CALWAY, JOHN, jun., Boot and Shoe Maker, 2 Kingsland-green, Middlesex. 1s. 4½d.

CHESTER, MATTHEW, Attorney-at-Law, 23 St. James's-pl., Toxteth-pk., Liverpool. 20s.

HALSTED, JOHN DREER, Surgeon, 57 Bridge-st., Cambridge. 6s. 1d.

MEDLEY, SARAH, Hair Seating Manufacturer, Bridge-st., Sheffield. 6½d.

MICHAN, AUGUSTUS JOSEPH HERNE BIZET, Professor of Dancing, 22 Orchard-st., Portman-sq. 20s.
ROSSI, LOUIS, Hairdresser, 254 Regent-st. £d.
SANDERSON, ALFRED WHALEY, Tea and Coffee Dealer, 12 Cable-st., Lancaster. 2½d.
WEBSTER, JOHN, Farmer, Handforth, Manchester. 11d.
WILLIAMS, GEORGE FREDERICK, Clerk in Whitechapel County Court, 3 Osborn-st., Whitechapel. 6s.
WRIGHT, WILLIAM, Barrister-at-Law, 3 Lloyd-pl., Blackheath. 6½d.

Assignments for Benefit of Creditors.

TUESDAY, *March* 3, 1857.

BARKER, JOHN, Leather Seller, Dudley-st., St. Giles', Middlesex. Feb. 4. *Trustee*, W. Linley, Currier, West Smithfield. *Sols.* Linklater & Hackwood, 17 Sise-la.
COLLIS, BENJAMIN, Linendraper, Bishop's Stortford, Hertfordshire. Feb. 4. *Trustee*, R. Milburn, Warehouseman, Newgate-st. *Sol.* Mardon, 99 Newgate-st.
KEMP, WILLIAM, Ironmonger, Woodbridge, Suffolk. Feb. 28. *Trustees*, G. E. Thompson, Merchant, Woodbridge; B. Moulton, Auctioneer, Woodbridge. *Sol.* Reeve, Woodbridge.
MEREDITH, EVAN, Ladies' Mourning Warehouseman, 16 Ludgate-hill. Feb. 23. *Trustees*, H. Holdsworth, Warehouseman, 6 Goldsmith-st., Cheapside; G. Howes, Warehouseman, St. Paul's-churchyard. *Sol.* Hick, 13 Copthall-ct.
NAYLOR, WILLIAM, Cloth Manufacturer, Wortley, Leeds. Feb. 25. *Trustees*, J. Osborne, Woolstapler, Leeds; Lot Croisdale, Cloth Manufacturer, Holbeck, Leeds. *Sol.* Shackleton, Central Market-bldgs., Leeds.
PAGE, WILLIAM, Manufacturer of Hosiery, Leicester. Feb. 12. *Trustees*, J. Plant, Box Manufacturer; G. Baines, Worsted Spinner; W. Smith, Framesmith, all of Leicester. *Sols.* Stone & Paget, Welford-pl., Leicester.
PAYNE, WILLIAM, Victualler, Walsall, Staffordshire. Feb. 6. *Trustee*, J. Lowe, Agent, Birmingham. *Sol.* Thomas, Walsall.
SELLEY, THOMAS, Hotel-keeper, Falmouth. Feb. 25. *Trustees*, W. Carne, Merchant, Falmouth; W. Selley, Hotel-keeper, Budock, Cornwall. *Sol.* Moorman, Falmouth.
THOMSON, GEORGE, Farmer, Forrest Farm, Catterick, Yorkshire. Feb. 12. *Trustee*, J. Black, Farmer, Ford West Field, Ford, Northumberland. *Sols.* Langhorne & Tomlin, Richmond.

FRIDAY, *March* 6, 1857.

ALLEN, JOHN, Grocer, Hill-st., Stoke-upon-Trent. Feb. 19. *Trustees*, G. Stanway, Grocer, Stoke-upon-Trent; R. Smith, Stone. *Sol.* Slaney, Newcastle, Staffordshire.
CHERRY, JOHN, Pattern Tie Manufacturer, Long-lane, Bermondsey. Feb. 28. *Trustee*, F. J. Lipsham, Cashier, 18 Loughboro'-park, Brixton. *Sol.* Bousfield, 14A, Philpot-la., Eastcheap.
CLAYTON, CHARLES, Innkeeper and Saddler, Bridgnorth, Salop. Mar. 3. *Trustees*, W. Jones, Wine Merchant, Bridgnorth; T. Deighton, Maltster, Bridgnorth. *Sol.* Hardwick, Bridgnorth.
FOWLER, EDWARD, Victualler, Liverpool. Feb. 13. *Trustee*, G. E. Holt, Accountant, Liverpool. *Sol.* Martin, 24 Devonshire-pl., Everton, Liverpool.
GILLETT, GEORGE, Builder, Joiner, and Cabinet-maker, Preston, Lancashire. Mar. 3. *Trustees*, J. Armstead, Contractor, Preston; T. Turner, Joiner and Builder, Preston. *Sols.* Winstanley & Charnley, Preston.
HILL, ELIZABETH, Widow, Coach Builder, 20 and 21 Little Moorfields. Feb. 13. *Trustees*, C. Gadsdon & B. Gadsdon, Wholesale Saddlers' Ironmongers, Union-st., Bishopsgate-st. *Sol.* Burkitt, Curriers' Hall, London-wall.
REYNOLDS, THOMAS, Nurseryman and Seedsman, Ross, Herefordshire. Feb. 25. *Trustee*, A. C. Wheeler, Nurseryman and Seedsman, Gloucester. *Sol.* Hooper, Ross.
SANDERS, AMOS, Victualler and Cabinet-maker, Rose & Crown Public-house, Booth-st., Spitalfields. Feb. 6. *Trustee*, J. Parkins, Victualler, George and Dragon Public-house, 22 Greek-st., Soho. *Sol.* Wyatt, 11 King's-rd., Bedford-row.
THEELFALL, WILLIAM, Iron Merchant, Preston, Lancashire. Feb. 17. *Trustees*, R. Parker, Gent., Preston; R. Adamson, Ironfounder, Preston. *Sols.* Winstanley & Charnley, Preston.

Partnerships Dissolved.

TUESDAY, *March* 3, 1857.

AINSWORTH, THOMAS, & JOHN STIRLING, Flax Spinners, and T. AINSWORTH, J. STIRLING, ANNE BARTON AINSWORTH, SARAH AINSWORTH, & JOHN WINSTANLEY, Iron Miners, Cleator, Cumberland. Dec. 31.
ALCOCK, MARY WEBB, & ELIZABETH ALCOCK, Milliners, Church-st., Tewkesbury. Debts received and paid by E. Alcock. Feb. 25.
ARMSTRONG, JAMES, THOMAS WATSON, & HENRY SIMPSON, Woollen Drapers, 38 Mosley-st., Newcastle-upon-Tyne; as regards Armstrong. Feb. 26.
BOWHAY, JOSEPH, & JOHN SIMS (Bowhay, Sims, & Co.), Tamar Iron Works, Drakewalls, Calstock, Cornwall; as regards Sims. Jan. 26.
BREWIN, ROBERT, THOMAS BREWIN, & WILLIAM BREWIN (John Brewin & Sons), Corn Dealers, Cirencester, Gloucestershire. Debts received and paid by R. & W. Brewin. June 25, 1856.
CHARGE, BENJAMIN, & MARY CHARGE (Charge & Co.), Mercers, Havant, Southampton. Feb. 28.
CHEW, JOHN, & ROBERT R. ANDREWS (Chew & Co.), Livery-stable-keepers, 19 Little Moorfields. Debts paid and received by Chew. Feb. 23.
COLEMAN, JOHN A., & HENRY BARNABY, Chemists and Druggists, Rochester. Feb. 3.
DAWSON, JAMES, ABRAM WEBSTER, & WILLIAM BARON (Dawson & Co.), Cotton Manufacturers, Old Shop Mill, Todmorden, Halifax; as regards Dawson. Feb. 27.
DROUHET, RENÉ AMEDEE, & JOHN PRETHEROE ALPE (Drouhet, Gardner, & Co.), Merchants, 8 Fenchurch-st., and at Havre; as regards Alpe. Feb. 28.
FOQUET, JOHN JAMES, & JAMES ALFRED MEW, Attorneys, Newport, Isle of Wight. Sept. 30.
FULLER, FRANCIS SALMON, & ROBERT FULLER, Drapers, Edgware-rd. Debts received and paid by F. S. Fuller. Feb. 27.
GARMESON, JOHN, & THOMAS GARMESON, Mercers, 133 & 134 Tottenham-ct.-rd., and 1, 2, & 3 Warren-st. Debts paid and received by J. Garmeson. Feb. 28.
HATTEN, WILLIAM, & WILLIAM COUSINS, Builders and Pianoforte-makers, Kentish-town. Feb. 24.
HOLDSWORTH, MARK, EDWARD ALLISON, & GEORGE WHITTON, Plumbers and Glaziers, Horncastle, Lincolnshire. Feb. 28.
HOWARD, JOHN, & JAMES BLEAKLEY, Ironfounders, Old Accrington. Debts received and paid by Howard. Feb. 24.
HUGHES, ROBERT, & WILLIAM JONES, Stone Cutters, Rhyl, Flintshire. Debts received and paid by Hughes. Feb. 25.
HUSTLER, JOSEPH, WILLIAM HUDSON, HUGH BROWN, ISAAC BROWN, SAMUEL LONG, BENJAMIN PENNY, EDWARD PRESTON, JOHN WHITTAM, JOSEPH SMITH, STEPHEN TEAL, JOHN DENISON, JOSEPH DENISON, JOSEPH STUTTON, EDWARD BAYSHAW, JOSEPH BROWN, JOSEPH BEANLAND, WILLIAM BROWN, & ISAAC WAITE (Hustler, Hudson, & Co.), Scribbling and Fulling Millers, Old Mill, Yeadon, Guiseley, Yorkshire; as regards J. Hustler, S. Long, J. Smith, S. Teal, John Denison, Joseph Denison, J. Sutton, E. Bayshaw, and W. Brown. Jan. 1.
JONES, NOAH, & DANIEL JONES, Builders, Cardiff. Mar. 2.
LABREY, JOHN, & ROBERT JACKSON, Tea Dealers, King-st. and Market-pl., Huddersfield. Feb. 27.
MAWBEY, JOSEPH, & RICHARD HENRY EDGELL (Mawbey, Edgell, & Co.), Commission Merchants, 15 St. Dunstan's-hill. Debts received and paid by Edgell. Feb. 28.
MORGAN, ELIJAH, & HENRY PRICE, Carpet and Rug Manufacturers, Kidderminster. Feb. 9.
MYERS, HENRY, & EDWARD FALCKE (Henry Myers & Co.), Wholesale Silk Merchants, 38 Gresham-st. Debts received and paid by Myers. Feb. 28.
PARKIN, JOSEPH, & JOHN BLACKWELL, Steel and File Manufacturers, Sheffield. Feb. 24.
RAWLINS, HENRY JOHN EASTMAN, & ALFRED RAWLINS (Rawlins Bros.), Builders, 19 Crown-st., Finsbury. Debts received and paid by A. Rawlins. Feb. 24.
ROSCOW, THOMAS, SAMUEL WILD, JAMES LORD, JOSEPH WOOD, JOHN STOTT MILNE, GEORGE JACKSON, SAM JACKSON, JAMES ANDREW, & JAMES HAIGH (Thomas Roscow & Co.), Coal Proprietors, Boarshaw and Tonge, Middleton, Lancashire; as regards Roscow and Milne. Feb. 18.
SEALE, BERNARD, & MANWARING MILNER (Darwin, Seale, & Milner), Cast-steel Rollers, Sheffield. Debts received and paid by Milner. Jan. 1
SKINNER, ALFRED, & JOSEPH CALL (Skinner & Co.), Woollendrapers, Pontypool, Trevethin, Monmouthshire. Debts received and paid by Skinner. Feb. 25.
SMITH, JOSEPH, & JOSEPH FRANCE, Woollen Cloth Dressers, Marsh, Huddersfield. Debts received and paid by Smith. Feb. 26.
SUNDERLAND, JOSEPH, JOSHUA TAYLOR, & THOMAS HOLMES (Joseph Sunderland), Worsted Spinners, Spring Mill, Cold Edge, Warley, Hallfax. Debts received and paid by Sunderland. Feb. 19.
THORNE, AUGUSTUS, & GEORGE WATSON COUTTS (Watson & Co.), General Merchants, Shanghai. Dec. 31.
WATSON, JOSEPH, CHRISTOPHER WATSON, MICHAEL WATSON, & GEORGE WATSON, Bricklayers, Darlington. Debts received and paid by J. Hodgson, Horse-market, Darlington. Feb. 28.
WEIR, JAMES, & WILLIAM FINLAYSON HUNTER (Weir, Hunter, & Co.), Drapers, 10 Gt. Dover-rd., Borough. Debts received and paid by Hunter. Feb. 28.
WILSON, JOHN, & FRANCIS ASHTON, Builders, East Retford, Nottinghamshire. Feb. 28.
WILSON, JONATHAN, & FISHER WILSON (Fisher Wilson & Co.), Wood Hoop Merchants and Agents, Liverpool. Feb. 25.
WOLSTENHOLME, THOMAS CARUS, & JONATHAN FIELDING CALVERT, Plumbers, Blackburn, Lancashire. Debts received and paid by Wolstenholme. Feb. 27.
YOUNG, JOS., ROBT. O. HARRISON, & WILLIAM J. YOUNG, Attorneys-at-Law and Solicitors, Sunderland. Feb. 24.

FRIDAY, *March* 6, 1857.

ASPELL, JAMES, & HENRY WALTON (H. Walton & Co.), and J. Aspell & Co.), Bleachers, Blackley, Manchester. Debts received and paid by Aspell. Mar. 2.
BROWN, THOMAS, & GEORGE SHEPLEY, Candle Wick Manufacturers, New Mills, Derbyshire. Mar. 3.
COSWAY, WILLIAM, WILLIAM COSWAY, jun., & PHILLIP COSWAY (Cosway & Sons), Lime Burners, Tiverton. As regards William Cosway, Dec. 31, 1856.
COX, ENOCH BUTWELL, & WILLIAM KING EWEN, Mercers and Drapers, High-street, Stratford upon-Avon. Debts received and paid by Ewen. Feb. 28.
DUCKWORTH, WILLIAM, & JAMES DUCKWORTH (Edward Duckworth & Sons), Shuttle and Shuttle Peg Manufacturers, Higham, Lancashire. Debts received and paid by W. Duckworth. Feb. 23.
EATON, JOHN, & the late JOSEPH HOLLAS, Stone Masons and Builders, Ashton-under-Lyne. Sept. 24.
EYRE, CHARLES ALEXANDER, & HENRY LUFF, Letter-press and General Printers, Liverpool. Debts received or paid by Eyre. Feb. 14.
GUNN, GEORGE JAMES, & WILLIAM JAMES, Joiners and Builders, Nottingham. Feb. 12.
HALL, ELLEN, & RICHARD RUSSELL, Saddlers, Down-st., Piccadilly. JAN. 1.
HARDMAN, MOSES, & JOHN ANTHONY, Ironfounders, Elton, Bury, Lancashire. Debts received and paid by M. Hardman. Feb. 25.
HARROP, ALFRED, & CHARLES SMITH (Harrop & Co.), Bellows Manufacturers General Merchants, Sheffield. Debts received and paid by Harrop. Mar. 2.
HOOPER, WILLIAM, & JOSEPH FRY, India Rubber Manufacturers, 7 Dowgate-hill, and Mitcham, Surrey. Mar. 2.
HORTON, HENRY, JAMES HORTON, GEORGE HORTON, & DANIEL HORTON (Horton & Sons), Cabinet Makers, Bath. Dec. 31.
HYDE, HENRIETTA, & JAMES CHEETHAM (Hyde & Co.), Chimney-pot-makers, Manchester, Liverpool, and Leeds. Oct. 20, 1856.
LEMALE, JEAN THEODORE, JOHN MATTHEW BRAY, THOMAS FAWSSETT, & THOMAS ROBERT RUTLEY, Manufacturers of Mineral Teeth and Dentists' Materials, 62 Chandos-st., Covent-garden. Dec. 31.
MEAD, WILLIAM, & RICHARD BAILEY, Millers, &c., Tring, Hertfordshire, and Paddington. Debts received and paid by Mead. Feb. 13.

MELVILL, ROBERT ALEXANDER, & FREDERICK NAPOLEON MELVILL, Watch Jewellers, 40 King-st., Clerkenwell. June 80.

MOORCROFT, JAMES, & CHARLES BOOTH, Paper & Rag Dealers, and Iron Merchants, Bolton-le-Moors. Debts paid and received by Booth. Mar. 2.

MOSES, HENRY, ELEAZER MOSES, LAURENCE LEVY, MOSES LEVY, & ASSUR HENRY MOSES (Moses, Levy, & Co.), General Merchants, Aldgate, and Manchester and Liverpool; as regards Moses Levy. Dec. 31.

NEGUS, THOMAS NEAL, & THOMAS RICHARDSON NEGUS, Druggists and Grocers, Chatteris, Cambridge. Debts received and paid by T. N. Negus. Feb. 2.

NEUMANN, HENRY, & FREDERICK ENGEL, Merchants, Liverpool. Mar. 2.

OCKMORE, JAMES, & GEORGE GILBERT, Shell and General Fishmongers, 127 Wardour-st. Mar. 5.

PATTISON, THOMAS, & LAWRENCE SMITH, Joiners and Builders, Bradford, Yorkshire. Mar. 2.

PLAISTER, WILLIAM HORTON, & JAMES ROGERS PLAISTER, Grocers and Tea Dealers, 111 Tottenham-ct.-rd. Debts received and paid by W. H. Plaister. Mar. 4.

PONINSKA, MAGDALENE, & JULIUS GUMPRECHT, Milliners and Florists, Mount-st., Berkeley-sq. Dec. 31.

RICHARDSON, JOHN, and the late RICHARD FOULKES BENNETT, Mercers and Drapers, Birmingham. Debts received and paid by Richardson. Jan. 8.

RICHARDSON, WILLIAM, & HENRY DIXON, Surgeons and Apothecaries, Norton, near Stockton-on-Tees. Feb. 28.

RICHARDSON, W. T., & JOHN BARRINGTON POINTON (Richardson & Co.), Cotton Manufacturers, Manchester. Feb. 27.

ROBINSON, THOMAS, & WATSON DICKINSON, Owners of, and Letting Out for Hire, a Steam Portable Thrashing Machine, Wetherby, Yorkshire. Debts received and paid by Robinson. Feb. 24.

SACK, FREDERICK, MARTIN FREDERICK BREMER, FREDERICK WILLIAM SACK, JOHANN CHRISTIAN BREMER jun., & JOACHIM FREDERICK BREMER (Sack, Bremer, & Co.), Ship and Insurance Agents, London-st.; as concerns F. Sack. Feb. 28.

SANDS, WILLIAM, & JOHN EMERY, Carpenters and Builders, 18 Cursitor-st., Chancery-la. Feb. 28.

SCOTT, WALTER SAMUEL, & JOSEPH MERRALLS, Photographers, Polytechnic Photographic Rooms, Regent-st. Debts received and paid by Merralls. Feb. 28.

VARLEY, JESSE, & JAMES VARLEY (John Varley & Co.), Brass and Iron Founders, St. Helen's, Lancashire. Debts received and paid by Varley. Feb. 28.

WASTELL, WILLIAM, DANIELL WASTELL, & GEORGE EVANS (Wastell, Son, & Evans), Dyers, 3 Princes-st., Spitalfields; as regards G. Evans. Mar. 4.

WHEELER, JAMES, & WILLIAM YATES CAISTOR, Attorneys, 10 John-st., Adelphi. Jan. 31.

WILLN, WILLIAM LANE, & JOHN WILLN, jun., Cabinetmakers and Upholsterers, Atherstone, Warwickshire. Debts received and paid by W. L. Willn. Mar. 3.

WIPPERMANN, GUSTAV ALBERT, & EDWARD CHARLES RAMSDEN (G. Wippermann & Co.), Merchants, 37 Fenchurch-st. Debts received and paid by Ramsden. Mar. 4.

Creditors under Estates in Chancery.

TUESDAY, *March* 3, 1857.

GAITSKELL, JOHN (who died in Jan. 1857), Distiller, Bermondsey-st. Creditors to come in and prove their claims on or before April 18, at the Master of the Rolls' Chambers.

JUDSON, MARY ANN (who died in May, 1854), Spinster, Henley-on-Thames, Oxfordshire, and Ware, Hertfortshire. Creditors and incumbrancers to come in and prove their debts on or before Mar. 24, at the Master of the Rolls' Chambers.

LANGLEY, THOMAS, sen. (who died in Jan. 1848), Gent., Slough, Bucks. Creditors to come in and prove their debts on or before Mar. 28, at V. C. Kindersley's Chambers.

LEWIS, Rev. WILLIAM PRICE, (who died in Mar., 1853), Clerk, Rosewarne, Camborne, Cornwall. Creditors to come in and prove their debts on or before April 3, at V. C. Kindersley's Chambers.

PELLEW, SAMUEL HUMPHREY (who died in Mar., 1854), Esq., Falmouth, Cornwall. Creditors to come in and prove their debts on or before Mar. 24, at the Master of the Rolls' Chambers.

PERKINS, STEPHEN (who died on Oct. 22, 1855), Gent., Preston-next-Faversham, Kent. Creditors to come in and prove their debts on or before Mar. 19, at the Master of the Rolls' Chambers.

RENNER, JOHN (who died in Feb. 1845), Esq., Cow Close, Easington, Durham. Creditors and incumbrancers to come in and prove their claims on or before April 3, at V. C. Stuart's Chambers.

STEVENS, HENRY JAMES (who died in Nov. 1855), Esq., Denham Lodge, Buckinghamshire. Creditors to come in and prove their debts on or before Mar. 23, at the Master of the Rolls' Chambers.

WICKHAM, JAMES, sen. (who died in Oct. 1855), Esq., Sutton Scotney, Wonston, Southampton, and Winchester. Creditors to come in and prove their debts on or before April 3, at the Master of the Rolls' Chambers.

WILCOX, ROBERT PARISH (who died in May, 1856), Turner, Upper Gornal, Sedgeley, and West Bromwich, Staffordshire. Creditors to come in and prove their debts or claims on or before Mar. 26, at the Master of the Rolls' Chambers.

WILSON, JOSEPH (who died in July, 1840), Gent., Carnfield Hall, Derbyshire. Incumbrancers to come in and prove their incumbrances on or before April 3, at V. C. Kindersley's Chambers.

YATES, RICHARD VAUGHAN (who died in Nov. 1856), Esq., Liverpool. Creditors and incumbrancers to come in and prove their claims on or before Mar. 27, at the Master of the Rolls' Chambers.

FRIDAY, *March* 6, 1857.

BEASLEY, JOHN (who died in May, 1854), Gent., Bromley-st., Stepney. Creditors to come in and prove their debts on or before April 18, at the Master of the Rolls' Chambers.

DANGERFIELD, RICHARD (who died in August, 1831), Gent., Folkestone, and 7 South-st., Chelsea. Creditors to come in and prove their claims on or before Mar. 14, at V. C. Wood's Chambers.

FULHAM, THOMAS (who died in November, 1836), Ironmonger, Retreat Cottage, Summit-pl., Upper Clapton. Incumbrancers to come in and prove the r claims on or before Mar. 17, at V. C. Stuart's Chambers.

HOGBEN, SQUIRE (who died in Aug., 1852), Cabinet Maker, Folkestone. Creditors and incumbrancers to come in and prove their debts and claims on or before April 16 at V. C. Stuart's Chambers.

RAYLEY, RICHARD (who died Nov. 3, 1846), Esq., Lincoln's-inn. Creditors and incumbrancers to come in and prove their debts or claims on or before Mar. 23, at the Master of the Rolls' Chambers.

WEBSTER, JOSEPH (who died Mar. 19, 1855), Clothier, Horbury, Yorkshire. Incumbrancers and creditors to come in and prove their debts on or before Mar. 24, at V. C. Stuart's Chambers.

WILKINS, JOEL (who died in Sept., 1856), Surgeon, Winchelsea, Sussex. Creditors to come in and prove their debts on or before Mar. 28, at the Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *March* 3, 1857.

ATHENÆUM LIFE ASSURANCE SOCIETY.—V. C. Wood will proceed, on Mar. 19, at 12, at his Chambers, to settle the list of contributories.

DEPOSIT AND GENERAL LIFE ASSURANCE COMPANY.—The Master of the Rolls will proceed, on Mar. 9, at 3, at his Chambers, to settle the list of contributories.

FRIDAY, *March* 6, 1857.

ATHENÆUM LIFE ASSURANCE SOCIETY.—V. C. Wood will proceed, at his Chambers, on Mar. 19, at 12, to settle the list of contributories.

BASTENNE ASPHALTE OR BITUMEN COMPANY.—Master Humphry will proceed, at his Chambers, on Mar. 31, at 11, to settle the list of contributories.

BITUMINOUS SHALE COMPANY.—V. C. Stuart purposes, at his Chambers, on Mar. 21, at 11, to make a call of £5 per share; credit being given for all sums paid in excess of £55 per share.

DEPOSIT AND GENERAL LIFE ASSURANCE COMPANY.—The Master of the Rolls will proceed, at his Chambers, on Mar. 9, at 3, to settle the list of contributories.

GENERAL INDEMNITY INSURANCE COMPANY.—V. C. Wood will, at his Chambers, on Mar. 13, at 2, appoint an Official Manager.

Scotch Sequestrations.

TUESDAY, *March* 3, 1857.

ANDERSON, JOHN, Grocer and Hosier, Mylnefield Fens, Invergowrie, Perthshire. Mar. 10, at 12, British Hotel, Dundee. *Seq.* Feb. 27.

LAMONT, DONALD, Farmer and Grazier, Stronchavie, Moulin, Perthshire. Mar. 7, at 12, Fisher's Inn, Pitlochry. *Seq.* Feb. 25.

MACKAY, JOHN, Commission Agent, Union-st., Glasgow. Mar. 9, at 12, Victoria Hotel, West George-st., Glasgow. *Seq.* Feb. 26.

RUTHERFORD, GEORGE FLETCHER (Rutherfurd & Co.), Brewer, Commercial-rd., Hutcheson-town, Glasgow. Mar. 7, at 1, Globe Hotel, George-sq., Glasgow. *Seq.* Feb. 26.

FRIDAY, *March* 6, 1857.

AITKEN, GEORGE, Draper, Main-st., Bridgeton, Glasgow. Mar. 12, at 2, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 28.

BROWN, PETER, Flesher and Cattle Dealer, Dundee. Mar. 13, at 12, British Hotel, Castle-st., Dundee. *Seq.* Feb. 27.

M'KAY, JAMES GORDON (J. G. M'Kay & Co.), Drysalter, 46 India-st., Edinburgh. Mar. 13, at 1, Stevenson's Sale-rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* Mar. 3.

Red-hill, near Reigate, Surrey.—Valuable Freehold detached Residence with Offices, Pleasure Grounds, Garden, and Land, the whole estate comprising upwards of 12 acres, with possession.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Mortgagees to offer for SALE, at the Mart, on Friday, March 13, at 12, an extremely valuable and beautiful FREEHOLD PROPERTY, known as Blackstones, delightfully situate on the summit of Red-hill, and adjoining the common, a highly picturesque and fine healthy part of the county of Surrey, about ten minutes' walk from the Reigate Junction Station, on the Brighton and South-Eastern Railways, and within an hour's ride of the metropolis. It consists of an elegant residence, most substantially built of stone, at great cost, within the last four years, standing perfectly detached, commanding extensive and lovely views, and containing seven bed rooms, dressing room, bath room, linen room, square landing, a noble lofty drawing room, 31 ft. by 17 ft.; dining room, handsomely decorated, 25 by 16 ft.; morning room, 24 ft. 6 in. by 17 ft.; library, 16 ft. by 12; the windows all opening to the grounds, and fitted with plate-glass, spacious entrance and inner halls, space for conservatory (the foundation of which is laid), wide polished oak staircase, secondary stairs, three water-closets, lobby, footman's waiting room, butler's pantry, housekeeper's room, kitchen, scullery, and other capital offices, strong room, two wine cellars, laundry, yard, hen and wood houses, pleasure grounds surrounding the house laid out in lawn, flower beds, and shrubberies, terrace walk, kitchen garden, melon ground and pits, lodge entrance, containing two rooms, garden, &c., and enclosures of meadow and arable land, comprising in the whole upwards of 12 acres. The residence, which is admirably adapted for a family of the first respectability, is, with the exception of some internal decorations, completely and expensively finished, the accommodation and general arrangements are admirable throughout, and there is an abundant supply of pure spring water to the whole of the premises from a never-failing source. There is also a convenient site for the erection of stabling, &c. Possession will be given on completion of the purchase. May be viewed by cards only, and particulars had at the White Hart Hotel, Reigate; Lakeman's Hotel, Red-hill; the Old Ship, Brighton; of Messrs. Richardson and Wansey, solicitors, No. 3, Moorgate-street; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Cheapside.—Very valuable Freehold Properties, land-tax redeemed, the present low rentals amounting to £385 per annum.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, March 13, at 12, in three lots, the following valuable FREEHOLD PROPERTIES—viz., Lot 1. A capital and substantial Shop, Dwelling-house, and Offices, situate No. 70, Cheapside, at the corner of Queen-street, and immediately opposite the Atlas Assurance-office, unquestionably one of the most important positions in the city of London; comprising on the upper floor an excellent board room and private office; second floor, two offices and water-closet; first floor, a public office, private ditto, washing-closet, and private entrance from Queen-street (this portion of the property is now occupied by the Observer Life-office); ground floor, a convenient shop with plate-glass front, and kitchen, and other offices on the basement. Let on lease to Mr. Garratt, for a term, which will expire at Michaelmas, 1863, at a very low rental of £220 per annum. Lots 2 and 3. Two excellent Shops, Dwelling-house, and Offices situate Nos. 90 and 91, Queen-street, adjoining Lot 1, and close to Cheapside; let to Messrs. Hadlam and Plews and Mr. Kirkpatrick, at very low rentals, amounting together to £165 per annum. At the expiration of the existing lease and agreement, the present rentals may be considerably increased. Particulars may be had of Messrs. Wilde, Rees, Humphrey, and Wilde, solicitors, No. 21, College-hill; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Kensington.—Compact Leasehold Residence, with immediate possession, and a valuable Plot of Building Land.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Executors to offer for SALE, at the Mart, on Friday, March 13, at 12, in two lots, the following valuable PROPERTIES—viz., Lot 1. A desirable and substantial semi-detached Residence, pleasantly situate, 9, Gordon-place, at the corner of Pitt-street, Kensington, near the church, and only a short walk from Kensington-park; containing a servant's bed room, four bed rooms, drawing room, linen closet, landing, water-closet, dining room, small parlour, kitchen, wash-house, scullery, larder, cellars; yard, knife-house, &c., and small garden; held for 87 years unexpired, at a ground rent of £7, and of the estimated value of £55 per annum. Lot 2. A valuable Plot of Building Land, situate adjoining Lot 1, between Gordon-place and Wilton-terrace, having a frontage to Pitt-street of 35 ft. 5 in., extending in depth about 80 ft., and well adapted for the erection of two comfortable dwelling-houses; held for 87 years, at a peppercorn. May be viewed, and particulars had of Messrs. Barnes and Bernard, solicitors, 2, Great Winchester-street; of Mr. H. D. Clarke, Desborough-house, Westbourne-green, Paddington; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Homerton, near Hackney, Middlesex.—Valuable Freehold Residence and Building Land, within three miles of the city, and only a short walk from the Railway Station.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Executors to offer for SALE, at the Mart, on Friday, March 20, at 12, a valuable FREEHOLD PROPERTY, eligibly situate, at the corner of King's-road, and close to the New Church, in High-street, Homerton, in the parish of Hackney, comprising a comfortable and very substantial detached residence, containing seven bed rooms, dressing room, excellent dining and drawing rooms, store-closets, entrance-hall, fernery, water-closet, kitchen, cellars, all necessary domestic offices, two yards, knife-house, sheds, &c., three-stall stable, harness-room, coach-house, loft, paved yard, pleasure garden, and large walled kitchen garden in the rear. The property abuts upon the North London Railway; it has a frontage of 70 ft. to the High-street, an important frontage of 322 ft. to a capital 40-ft. road, and a portion is immediately available as a profitable building speculation, without affecting the value of the remainder as a residence for a family of respectability. May be viewed, and particulars had of Messrs. Blake and Snow, solicitors, College-hill; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Cunningham-place, Maida-hill.—Valuable Leasehold Residence, with Coachhouse, Stabling, and Garden.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, March 20, at 12, a substantial semi-detached RESIDENCE, with possession, situate No. 9, Cunningham-place, Maida-hill, St. John's-wood; containing five bed rooms, bath-room, convenient closets, study, two elegant drawing rooms, entrance hall, capital dining room 27 by 16 ft., library, water closets, two kitchens, scullery, and good domestic offices, cellars, and other conveniences; small garden, carriage yard, coachhouse, three-stall stable, two rooms over, enclosed forecourt, &c. Held for 98 years from 1825, at a ground rent of £10, and of the estimated value of £110 per annum. May be viewed, and particulars had of Messrs. Currie and Co., solicitors, 32, Lincoln's-inn-fields; Messrs. Langley and Gibbon, solicitors, 32, Great James-street, Bedford-row; at the Mart; and of Messrs. Norton, Hoggart and Trist, 62 Old Broad-street, Royal Exchange.

Cheapside.—Important Freehold Property, occupying a frontage of 60 feet.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, 27th March, at 12, in one lot, a very valuable FREEHOLD PROPERTY, situate Nos. 120, 121, and 122, Cheapside, and forming the eastern corner of Wood-street, in the heart of the city of London, occupying a very important frontage of 60 feet, and in a most commanding position for a Manchester or other Banking Company, public insurance office, or any large mercantile establishment. No. 120 contains, on the upper floors, three warerooms, two counting-houses, parlour, two bed rooms, kitchen, and lumber room; on the ground floor, front shop, small wareroom in the rear, and boarded wareroom on the basement; in the occupation of Mr. Holder, and his under tenants. No. 121 contains two attics, two bed rooms, parlour, kitchen, show room, counting-houses, and boarded warcroom on the basement; in the occupation of Messrs. Evans and Co. No. 122 contains four warerooms, two attics, kitchen, and cellar; in the occupation of Messrs. Rutter and Son. The lease of the whole property will expire at Michaelmas, 1858, when possession may be had. May be viewed by permission of the tenants, and particulars had of Messrs. Western and Sons, solicitors, 7, Great James-street, Bedford-row; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Upper Grosvenor-street.—Capital Town Residence, Coach-house, and Stabling, with immediate possession.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, April 17, at 12, unless previously disposed of by private contract, an excellent TOWN RESIDENCE, situate No. 22, Upper Grosvenor-street, Grosvenor-square, within two doors of Grosvenor-gate, having a fine view over Hyde-park, and in the most fashionable position in the Metropolis. It is adapted for the occupation of a moderate-sized family, and contains five good bed rooms, dressing room, and water-closet, front drawing room, 20 feet square, communicating with a back drawing room and vestibule on the ground floor, entrance hall and portico, and, in addition to a library in front, a small bed room, dressing room, and water-closet at the back. The residence also possesses the unusual advantage of a spacious and lofty dining-room, 24 ft. by 18 ft., which has been added to the original building. The servants' offices are good and well-arranged, binned wine cellars, detached servants' rooms, double coach-house, and four-stall stable. The property is held on lease for a term of about 30 years, at a ground rent. A fire having occurred on the upper floor of the house, the whole is now being thoroughly restored, and the purchaser will have the advantage of an entirely new roof. May be viewed, and particulars had of Messrs. Parke and Pollock, 63, Lincoln's-inn-fields; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Noble Town Mansion, with capital Coach-houses and Stabling, Stratford-place.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, April 17, at 12, a noble TOWN MANSION, and offices, situate No. 19, on the west side of Stratford-place, occupying altogether the important area of upwards of 9,000 square feet. It has been built in the most substantial manner, elegantly fitted up, arranged with every possible convenience, and is especially adapted for the residence of a nobleman, or gentleman of fortune. It contains on the chamber floors 11 excellent bed rooms, the principal about 26 by 20, dressing rooms, water-closets, &c., with secondary staircase; on the first floor, a magnificent and lofty suite of four rooms, elegantly finished, communicating with each other, and occupying in their entire length upwards of 100 feet; ground floor, entrance hall leading to an inner hall, in which is an exceedingly handsome stone staircase, well lighted, and having access to the principal apartments; a breakfast room 29 by 21 ft. 6, capital dining room 35 by 22, and library 26 by 19, basement servants' offices of every description, most conveniently arranged, with excellent wine, beer, and coal cellars; in the rear is a spacious laundry, with drying room over, and eight servants' bed rooms, and opening to the mews are double coach-houses, stabling for 12 horses, with lofts and men's rooms over. Part of the property is freehold, and the remainder nearly equal in value to freehold, being held under the city, renewable for ever on payment of a small fixed fine. May be viewed by tickets, and particulars had of Messrs. Pemberton and Meynell, 20, Whitehall-place; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-st., Royal Exchange.

Policy for £2,000 in the United Kingdom Life Assurance Office, with Additions.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, March 13, at 12, a valuable POLICY for £2,000, with the accumulations thereon, effected in the year 1838, in the United Kingdom Life Assurance, on the life of a gentleman, now aged 56, subject to an annual premium of £57 16s. 8d. The additions to this policy at present amount to £635. Particulars may be had at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Eltham, Kent.—Valuable Freehold Estate, containing about 193 acres.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, on Friday, April 24, ELTHAM-PARK FARM, a very valuable and compact freehold estate, land tax redeemed, situate in the parish of, and close to, the village of Eltham, immediately adjoining Eltham-park, about eight miles from the metropolis, in a healthy part of the county of Kent. It consists of a comfortable cottage residence, containing four attics, four bed rooms, dressing room, and water-closet, two parlours, kitchen, and offices, with stabling, coach-house, &c., lawn, garden, and orchard; also, at a convenient distance, a labourer's cottage, farm-yard, barn, stabling, wagon lodge, granary, cow house and sheds, and a double cottage for labourers, together with several enclosures of highly productive arable and meadow land, the whole lying well together, and containing 193 acres and 11 perches; in the occupation of Mr. John Green, a highly respectable tenant, whose tenancy will expire at Michaelmas next. Estimated value as an agricultural rental £300 per annum. May be viewed, and particulars had in due time, at the King's Arms, Eltham; of G. A. Crawley, Esq., Whitehall-place; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Foots-cray, Kent.—Valuable Freehold Residence, with Offices, Gardens, and Meadow Land, Building Ground, &c.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, on Friday, April 24, valuable FREEHOLD ESTATES, situate in the village of Foots-cray, in the parish of Chiselhurst, a beautiful part of the county of Kent. Lot 1 will consist of a comfortable residence, containing three attics, three bed rooms, two dressing rooms, two servants' rooms, and water closet, dining and drawing rooms, study, waiting room and store room, domestic offices, four-stall stable, double coachhouse and lofts over, greenhouse, lawn, and flower garden, productive kitchen-garden partly walled in, orchard, and meadow land, also a piece of garden, situate immediately opposite the residence, now laid out in lawn and shrubbery, the whole containing 2 acres and 12 perches in hand. Lot 2. A Cottage and Garden, adjoining Lot 1, in the occupation of Thomas Green. Lots 3, 4, and 5 will consist of plots of Building Land, fronting the high road, and close to the village of Foots-cray, containing together about two acres and a half, in hand. The intended railway from Bromley to St. Mary-cray, for which a bill has been obtained, will add considerably to the value of this property. May be viewed, and particulars, with plans, had in due time at the Tiger's Head, Foots-cray; of G. A. Crawley, Esq., Whitehall-place; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Valuable Freehold Estates, at Harrow and Northolt, in the county of Middlesex.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Trustees to offer for SALE, in May next, valuable FREEHOLD ESTATES, situate at Harrow and Northolt, in the county of Middlesex, the whole containing upwards of 660 acres, a very considerable portion of which is admirably and beautifully situate for building. They consist of Roxborough Farm, close to the town of and church at Harrow, containing altogether, with Honeyburn Farm, about 138 acres, the whole of which will be subdivided into building lots, varying from four to 30 acres. The Mount Estate, on the summit of the hill, at Harrow, with capital residence, gardens, pleasure-grounds, and about 31 acres of park-like land surrounding it. Roxeth-green Farm, immediately adjoining the Mount Estate, parts of it most beautifully situate, containing altogether about 140 acres, the whole adapted for building. Wood-end Farm, offering a first-rate landed investment, situate close to Harrow, in the parish of Northolt, consisting of an excellent farm-house and homestead, with upwards of 190 acres of good arable, meadow, and pasture land, in the occupation of Mr. Whittington; several accommodation enclosures, cottage, &c.; and the Dairy Farm, situate close to the Sudbury Station, within six miles of London, with a very considerable and valuable frontage to the high road leading from Harrow to London, with farm cottage and 137 acres of principally first-rate accommodation meadow land, at present in the occupation of Messrs. Hetherington. From the extraordinary frontage to the dairy farm, which bounds the high road for its entire length, it is peculiarly adapted for subdivision. A more detailed statement, with the general arrangement of the lots, will shortly appear.—62, Old Broad-street, Royal Exchange.

The first Section of the White Horse or Beulah Spa Estate.

MESSRS. NORTON, HOGGART, AND TRIST have received instructions from the Trustees to offer for SALE, in April next, the first section of this exceedingly valuable and beautiful FREEHOLD PROPERTY, consisting of about 50 or 60 acres of building land, close to the Jolly Sailor and the Norwood Station on the Croydon Railway, and bounded by the high road leading from thence to Croydon. Most of the sites are particularly adapted for immediate building purposes. The arrangement of the lots will be explained in detail in a future advertisement. Particulars and plans may be had in a few weeks of Mr. Peacock, close to the Norwood Station; at the lodge entrance to the Beulah Spa; of Messrs. Marten, Thomas, and Hollams, solicitors, Mincing-lane; of Messrs. Abbott and Salaman, solicitors, 13, Basinghall-street; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Navestock, Essex.—Valuable Freehold and Part Copyhold Estate (land tax redeemed), containing 67 acres.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, in the spring (unless previously disposed of by private contract), a valuable FREEHOLD and part COPYHOLD DAIRY FARM, known as the Yew Tree, desirably situate in the parish of Navestock, about four miles from the market towns of Brentwood and Chipping Ongar, six from Romford, and seven from Epping, in the county of Essex. It consists of a comfortable farm-house, with convenient outbuildings, and 67 acres of rich meadow, pasture, and arable land. The whole land tax redeemed. May be viewed by permission of the tenant, and particulars in due time had of Henry Quick, Esq., 27, Ely-place, Holborn; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

The White Horse or Beulah Spa Estate, in the immediate neighbourhood of the Crystal Palace, and extending to the Norwood Station on the Croydon Railway.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Trustees to offer for SALE, during the present year, in different sections, the WHITE HORSE or BEULAH SPA ESTATE, a most valuable freehold property, extending over an area of between 400 and 500 acres, situate at Upper Norwood, in the county of Surrey, within half a mile of the Crystal Palace, bounded by the high road leading from London to Herne-hill, Norwood, Sydenham, and Croydon, and extending within a few yards to the Norwood Station on the Croydon Railway. This exceedingly fine property has been for many years known as the Beulah Spa, with its beautiful woods and grounds, commanding universal admiration from the extensive and magnificent scenery which on every side surrounds it, and is pre-eminently adapted for an important and first-class building speculation. The grounds are pleasingly undulated, winding for a considerable distance through ornamental woods and plantations, and intersected by a capital road constructed under the direction of Mr. Decimus Burton, commencing at the entrance to the Beulah Spa, and continuing by a gentle descent for more than a mile and a half to the road leading to Croydon. On either side of this road are splendid sites for the erection of first-class villas; this observation will also apply to the wood lands on the rising ground, and to many other parts of the estate, particularly that portion which is situate close to the church, and fronts the high road from London to Norwood. A considerable portion of the property has valuable frontages to the road leading from the Norwood Station to Sydenham, and also to the road connected with that constructed by Mr. Decimus Burton, the present existing roads giving the greatest facility for the arrangement of any other roads that may be necessary for carrying out a general building scheme. The situation is exceedingly convenient, within half a mile of the Crystal Palace, where there is a Railway Station, and about a mile from the Norwood and Annerley Stations, on the Croydon Railway, giving very easy, frequent, and economical access to all parts of London, and the neighbourhood is notoriously remarkably healthy. There is abundance of brick-earth and gravel, which, combined with all the other advantages appertaining to this exceedingly beautiful property, present an unusually advantageous opportunity of carrying out safe and profitable building operations, and within eight miles of London, sufficiently distant for the enjoyment of a beautiful and lovely country, and sufficiently near to be within an hour's journey of all parts of it. The trustees, with a view to obtain the best possible mode of laying out the estate advertised, offering premiums for such plans as would the most readily facilitate such a purpose, they are now in the course of selection. Those which will ultimately be selected will, in a few days, be forwarded to the offices of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, where they may be inspected at any time from 10 till 4 in the afternoon. It is intended to offer the estate in different sections, unless some advantageous offer be made for the whole; the first section will be offered in April next. Particulars and plans will be ready in due course, and may be had at Mr. Peacock's, near the Norwood Station; at the lodge entrance to the Beulah Spa; of Messrs. Marten, Thomas, and Hollams, solicitors, Mincing-lane; of Messrs. Abbott and Salaman, solicitors, 13, Basinghall-street; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Enfield, Middlesex, within two miles of two Railway Stations.—Delightful Residence, with extensive and beautiful Pleasure Grounds and Gardens, Conservatory, Greenhouse, Hot and Forcing Houses, Stabling, Farm-yards, Buildings, and Offices, and upwards of 31 acres of Land, with early possession.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the Mart, in June next (unless previously disposed of by Private Contract), the valuable LEASE of an excellent RESIDENCE, delightfully situate at Enfield, two miles from the Waltham and Enfield Stations, on the Eastern Counties Railway, and 12 miles from London. It contains 10 bed rooms, dressing room, drawing and dining room, breakfast room, opening to a conservatory, entrance hall, &c., and domestic offices of every description, with an abundant supply of pure water, capital four-stall stable, coach-house, rooms and loft over, beautiful pleasure grounds surrounding the house, laid out in lawns and gardens, filled with rare flowering shrubs and plants, paddock or archery ground, with dry gravelled shrubbery walls round, half-a mile in extent, large and most productive kitchen garden, with high walls, an abundance of choice fruit trees in full bearing, grapery, hothouse, forcing pits, gardener's cottage, compact model farm-yard and buildings completely covered in, a smaller enclosed yard, sheds, &c., together with three enclosures of rich meadow land, the whole (with three acres arable) comprising upwards of 31 acres, and held for 17¼ years unexpired, at an exceedingly low rental of £160 per annum. The present proprietor has expended a very large sum of money during the last three years in important substantial additions and general improvements, and the property may be said to be complete for the occupation and enjoyment of a gentleman. May be viewed by cards only, and particulars had of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street Royal Exchange.

Hawkhurst, near Cranbrook, in the county of Kent.

MESSRS. NORTON, HOGGART, and TRIST, have received instructions to offer for SALE, at the Mart, in June next, unless previously disposed of by private contract, NEW-LODGE, for many years the residence and property of the late John Cobb, Esq., situate in the beautiful village of Hawkhurst, in the county of Kent, about four miles from the Etchingham Station, on the Hastings branch from Tunbridge, about equi-distant from Tunbridge-wells and Hastings, and about four miles from the market town of Cranbrook. It consists of a substantial and comfortable residence, containing every accommodation for a moderate family, with stabling, coach-house, farm-buildings, &c. There is a lawn in front of the house, good garden, green-house, shrubbery walks, and plantations, with park-like land surrounding it, containing 32 acres, the whole freehold, and subject to a payment of only 8s. per annum, for land tax. May be viewed, and particulars had of Messrs. Beecham and Son, solicitors, Hawkhurst; at the Inn, Cranbrook; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

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THE SOLICITORS' JOURNAL.

LONDON, MARCH 14, 1857.

THE LAW OF SALES AND PLEDGES.

The commercial and legal world seems to be more divided on the propriety of varying the law laid down in *Kingsford* v. *Merry* than we at first imagined. At the meeting over which Baron ROTHSCHILD presided in the early part of the year, considerable difference of opinion prevailed as to what the law ought to be; and none of the unprofessional speakers seemed to have any very distinct idea of what the law of England is and has been from time immemorial. The want of agreement on the subject among merchants has since become still more apparent; and it has been, not unreasonably, intimated by the Government, that no Ministerial measure will be introduced for the change of the law complained of until the trading community has attained to something like unanimity in its views. The question, when separated from the rather complicated and very startling facts which came out on the trial, may be stated in half-a-dozen words—"If goods or documents of title are sold or pledged by a person who has got possession by theft or fraud, is the loss to fall on the true owner, or on the *bonâ fide* purchaser or pledgee?"

The law, with certain exceptions—partly introduced by custom and judicial decisions, and partly by modern statutes—says that the right of the true owner shall prevail over that of the *bonâ fide* purchaser or pledgee. It was the application of this ancient doctrine, in the case of *Kingsford* v. *Merry*, which has caused all the excitement. Merchants, however, are not yet of one mind as to the wisdom of altering the rule; and a warm controversy has been maintained, in which Mr. FRESHFIELD has appeared as the most prominent champion of the existing law, while the assault against it is led by Mr. LAVIE. The letters of these gentlemen, addressed to Baron ROTHSCHILD, which we have reprinted in another column, bring out the chief arguments which have been thought to bear upon the dispute. In support of the existing law, it is urged that the change proposed—viz., to shift the loss, in all cases of fraud, from the merchant who takes goods or warrants *bonâ fide* in the course of business, to the owner from whom they may have been fraudulently obtained—would be a violation of the law of property as it has stood for centuries; that to increase the weight attributed to mere possession and apparent title would be a retrograde step towards the barbarous doctrine, "might makes right;" that to give validity to even *bonâ fide* transactions, by which title may be derived through rogues, would be a kind of sanction to fraud, and would lead to laxity of public morals; and, lastly, that such a case as *Kingsford* v. *Merry* does not occur once in a dozen years, and is not worth the coil that has been made about it.

To these objections Mr. LAVIE replies, that the alleged violation of law is an alteration consistent with the first principles of justice; that the proposed innovation, so far from being a retrograde step in civilisation, is the natural consequence of the expansion of commerce; that its supposed tendency to undermine commercial morals would be more applicable to existing statutes which no one alleges to have had any such effect; that the change now asked for is only the complete application of a principle already acted on; and that, however rare the cases may be in which warrants are fraudulently obtained, the number of actual frauds is no measure of the mischief which infects every honest transaction, by adding a lurking danger of loss against which no prudence or *bona fides* can guard.

On several of the points thus raised, it is not difficult to form an opinion. So far as the moral grounds of the argument go, we agree entirely with Mr. LAVIE. The protest of Mr. FRESHFIELD against the dreaded assault upon the morals of commerce goes far beyond what his case requires, or past experience can justify. To say that a change of liability from one of two equally innocent victims to the other is a violation of the law of property, seems more a rhetorical flourish than anything else. In all cases of fraud, the violation of the law of property is committed by the rogue; and whether the law prefers the owner who has managed to get robbed or cheated, or the lender who has trusted to an apparently valid document of title, there must be great hardship on one side or the other. If the case were to be considered wholly apart from any question of mercantile convenience, we are not at all clear that the owner would have the strongest moral position. The most material question seems to be, whether it is easier for an owner by reasonable caution to guard against the robbery or fraudulent appropriation of his goods or warrants, or for a dealer in the market to divine the mode in which the documents that are offered to him may have been obtained. We believe that no care could protect the purchaser, and that, on the contrary, an owner seldom loses the possession of his goods without more or less of negligence on his part. Certainly there was negligence enough on the part of Messrs. KINGSFORD; and it seems clear that where a loss must be borne by one of two innocent persons, it ought to fall on him who might, by proper caution, have prevented it altogether. Then, again, it is obvious that to make apparent ownership, when clothed with the possession or the indicia of title, conclusive in favour of a *bonâ fide* purchaser, or pledgee, is but the last of a progressive series of steps which have been called for from time to time by the necessities of commerce. First we began by upholding the true owner against all the world, except in the case of a sale in market overt. Then came the grand decision, in *Miller* v. *Race*, which established the absolute right of the *bonâ fide* holder of a bank-note, through whatever hands it might have passed; not exactly as Mr. FRESHFIELD argues, on the ground that bank-notes are money, which cannot be ear-marked, but on the sensible doctrine that the convenience of trade requires validity to be given to instruments of currency. It is obvious that the same principle applies, though in a less degree, to all documents which are extensively passed from hand to hand as the representatives of value, and the ground on which the proposed innovation is recommended is, that by the use of dock warrants goods have come to acquire something of the same negotiable character which formerly belonged almost exclusively to money and notes. The real question seems to be, whether the custom which has given to goods, when represented by documents of title, the quality of a quasi currency, is sufficient to justify the application to them of the maxims on which Lord MANSFIELD acted, in *Miller* v. *Race*. By a series of statutes, ending in Sir R. PEEL'S Factor's Act, this has

been done in the case of persons entrusted with the custody of goods and documents. All of these statutes were steps towards the broad doctrine that possession of goods and warrants shall, in mercantile dealings, be sufficient to give validity to any *bonâ fide* dealing, notwithstanding the claims of a prior owner, who has been the victim of a fraud.

Mr. FRESHFIELD'S distinction between the cases of fraudulent dealings by factors and fraudulent appropriations by strangers, though it deserves consideration, is not altogether conclusive. The factor, he says, is clothed with the power to deal with the goods by the act of the owner, and if a fraud is committed, the owner, whose act has enabled the rogue to practise it, ought to bear the loss which may ensue. This is sound enough; but if the credulous act of the owner is sufficient to postpone him, even on Mr. FRESHFIELD'S high moral grounds, surely there is a certain amount of negligence which ought to have the same effect; an amount, we may add, which was clearly reached in *Kingsford* v. *Merry*, and which may almost be presumed on most occasions of the kind. This, alone, would incline us rather to the side of the purchaser or pledgee, than to that of the loser; and, as commercial habits of convenience point in the same direction, we have little doubt that the suggested innovation ought to become, and will, sooner or later, become the law of the land.

We are, however, decidedly opposed to any attempt to force the reform down the throats of recalcitrant merchants; and we should be sorry to see an act passed for the purpose until the commercial world was prepared to receive it with general assent. Although we differ from Mr. FRESHFIELD'S view as to the question of principle, we quite agree with him that no strong necessity is made out for immediate legislative interference. The risk of suffering by the purchase of stolen commodities, is admitted to be infinitesimal as compared with the chance of getting hold of a forged document. Yet business is not altogether put out of joint by the two risks combined, and it is certainly not worth while to raise a commotion in the City, and to revolutionise commercial law for the purpose of annihilating so very small a per centage of the daily risks of merchants. When the City can accept the measure with unanimity, it will be time to pass it. But, sound as it may be in theory, its practical importance scarcely seems sufficient to warrant its friends in pushing it at present in the face of the influential opposition which it seems likely to encounter.

ATTEMPTS TO MURDER.

Several cases have occurred during the present assizes which can hardly fail to have surprised persons unaccustomed to the administration of the criminal law. A man was tried at Winchester for an attempt to murder one of the officers of the prison in which he was confined. The charge was established beyond the possibility of doubt. The circumstances of the assault, and the conduct of the prisoner both before and after the occurrence, placed his intentions in the clearest light. The offence was one of the very gravest kind. Nothing but circumstances quite independent of the prisoner's will saved him from being a murderer in fact, as well as in intention; and his position was both morally and legally the same as if the crime had been consummated. This being so, it appears to us that it was mere weakness on the part of those concerned not to allow the law to take its full course. The prisoner's life was forfeited, and we think that the forfeit ought to have been exacted. Public feeling is, however, so strongly opposed to the infliction of capital punishment, that we can easily understand that the judge may have felt reluctant to take the responsibility of leaving the prisoner for execution; but the result of the case was the keenest satire on the administration of criminal justice. The prisoner was already under sentence of transportation for life for another offence. The judge was unwilling to pass sentence of death, and he accordingly took the course usual in such cases of ordering it to be recorded. It is no exaggeration, but the simple statement of a fact, to say that, if this precedent is to be followed in similar cases, the effect of it will be to deprive the officers of prisons of all protection from the law as against the worst class of criminals. The position of a prisoner under sentence of transportation for life is neither better nor worse than that of a prisoner against whom sentence of death has been recorded. The two sentences produce one and the same result; and if the only effect of a desperate and most malignant attempt to murder the warder of a prison is, that the name of the punishment of the intended assassin is altered, the law affords literally and strictly no protection whatever against such violence. It would be far better, in such a case, to pass no sentence at all; for to pass a sham sentence, which every one knows to be a sham, is to take the most effectual means of making the administration of justice contemptible.

A somewhat analogous case was tried a few days afterwards, before Lord CAMPBELL, at Leicester. A man was arrested in the evening on a public road by a police-constable, on suspicion of having been concerned in a robbery. He ran away, was overtaken, resisted violently, and in the course of his resistance drew a pistol from his pocket, which he discharged at the policeman's head. The flash singed his whisker, and the ball, which passed through the collars of his great-coat and of his under-coat, would certainly have killed him, if its force had not been broken by the ornaments attached to his police uniform. The indictment charged the prisoner with shooting with intent to murder, with intent to do grievous bodily harm, and with intent to resist his lawful apprehension. The Lord Chief Justice told the jury that they need not direct their attention to the two first counts, as the prisoner was clearly guilty on the third. He was accordingly convicted on that count, and was sentenced to fifteen years' transportation. As in this instance the prisoner, though he had been previously convicted of felony, did not happen to be undergoing a legal sentence at the time of the trial, he did, no doubt, get a very severe punishment, though one which was, we think, hardly adequate to the offence committed. It is not, however, to the *quantum* of punishment allotted that we would direct attention in the present instance, but to the unsatisfactory character of the legal language used to describe the crime. It is, in our opinion, very unfortunate that the intention of the prisoner should ever be referred to in the indictment. The practice of alluding to it is liable to two objections, both of which appear to us conclusive In the first place, it opens a door to subterfuges on the part of the jury, of which they are, unhappily, only too ready to take advantage. A man is charged upon an indictment, like the one to which we have referred, containing several counts, each of which assigns a different intention as the one which prompted the criminal act. Now, inasmuch as a variety of motives may and constantly do exist in a man's mind at the same time, the charges do not exclude each other. There is no inconsistency in supposing that a person who shoots at another intends not only to resist his apprehension, but to do grievous bodily harm to the man apprehending him, and thereby to murder him. It is not, therefore, very unnatural that the jury should draw the practical inference that they are at liberty to select whichever of the co-existing intentions they please as the one by which the prisoner was prompted; and that they do, in fact, act upon that view of their duties, no one who is in the habit of attending criminal courts can doubt for a moment. There is, however, as it seems to us, a still stronger reason than this against the pre-

sent practice. No one can have watched the operations of his own mind with any sort of attention, without observing that it is extremely common to act without any such definite mental resolution, as would properly be described as an intention. When, for example, a man stabs another, we should doubt whether, in one case in a thousand, he deliberately said to himself, "I will stab this man to death." In other words, the intention, as laid in the indictment, hardly ever exists; nor can its existence ever be more than matter of conjecture, as to which the jury are to draw their own inferences from the prisoner's conduct. It appears to us that this is a very unsatisfactory arrangement. Where the only possible proof of the crime imputed is a crime in itself, it is surely much simpler to convict and punish the offender for that which is used as matter of evidence, rather than to take the additional step of drawing from the evidence a very doubtful inference, and of making that inference the ground of conviction. If a man deliberately does an act whereby the life of another is likely to be destroyed, it cannot be necessary to go further. The presence of an actual intention to destroy life cannot aggravate the prisoner's guilt, though its absence might extenuate it; and if it so happens that the prisoner has done an act which would naturally lead to the conclusion that he intended to commit murder, it is surely as much incumbent on him to show, if he can, that the fact was not so, as it would be incumbent on him to put in evidence facts reducing the guilt of murder to manslaughter, if the fact of wilful killing were proved against him.

In almost every case in which the intention of the prisoner forms part of the charge against him, one of two undesirable results follows in practice—either the judge tells the jury to direct their attention to what, at a certain time, was passing in the prisoner's mind, as to which there is hardly ever any trustworthy evidence, or he directs them to infer the intention from the act, upon the principle that a man must be held to intend the natural and probable consequences of his actions. This introduces into the question a sort of metaphysical and constructive intention, which many juries refuse to recognise, and which it might sometimes be the height of injustice to impute to an accused person. It seems to us that, by the simple plan of making the definition refer, not to the state of the prisoner's mind, but to the nature and quality of his actions, the whole difficulty might be easily removed.

Legal News.

On Wednesday, Mr. EDWARD ESDAILE, the late governor of the Royal British Bank, was examined at great length by Mr. LINKLATER at the Court of Bankruptcy. He was first interrogated as to matters connected with the opening of the bank, on the 19th Nov., 1849. The concern started with a subscribed capital of £100,000, of which one-half was "paid up" when the bank commenced business. The words "paid up" have, it appears, in the mouth of a speculative bank director, a wider signification than plain men have been used to give to them. The Act of Parliament, says Mr. ESDAILE, was complied with "in spirit," but not "in fact." To his ingenious mind, it is quite open to dispute whether Parliament intended to require payment in actual hard money. Cash, or "the representative of cash," he rather thinks, would equally satisfy the Act. By the "representative of cash," he means "notes of hand, which were deemed to be equivalent to cash," and by means, in part, of such notes, the £50,000 was "essentially" paid up.

It may not be out of place here to inquire how far the use of similar language by a school of thinkers upon the currency may have led to its extensive practical application by financiers like Mr. ESDAILE. For an example of the manner of speaking to which we allude, it is only necessary to refer to the second letter of Mr. FRESHFIELD upon the law of warrants for goods, which we elsewhere publish. It suits the argument in that letter to treat bills of exchange and promissory notes as money, or, at least, they are currency, and currency is money. This is exactly the view adopted at the outset of many books and pamphlets that have been written to propose plans of monetary arrangement different from that which prevails under the existing law. It is quite clear that Mr. ESDAILE declines to adopt Sir ROBERT PEEL's celebrated answer to the question "What is a pound?" It might, however, have occurred to this philosophical financier that Sir ROBERT PEEL's definition had been adopted by the House of Commons, and that, when Parliament required that the paid-up capital of the Royal British Bank should be £50,000, Parliament intended to ask for 50,000 of those very yellow sovereigns, of which Sir ROBERT PEEL, on a memorable occasion, produced one from his waistcoat pocket. The only qualification of this rigid rule contemplated by the Legislature was, that notes of the Bank of England might be substituted for hard gold. Manifestly, the spirit of the legislators who placed our monetary system on its present footing is diametrically opposed to the spirit which presided over the organisation of the Royal British Bank. The entire policy of that unhappy undertaking rests upon a confusion between money and the representatives of money which was propagated by honest but short-sighted theorisers on finance, and has been cunningly turned to account by those who discerned its practical value for their own knavish purposes.

It had been imputed to the directors that, at the starting of the bank, loans were obtained by them in order to make it appear that the account of the concern at the Bank of England was larger than it actually was. It appeared from the books that two cheques were drawn in favour of one JAMES, and that Mr. ESDAILE was one of the directors who signed those cheques. He was pressed very closely to admit that this was a repayment of loans obtained for the above purpose, but the answer ultimately extracted from him was, that "his mind was in a blank state with regard to his belief as to that matter of fact." The matter of fact it will be observed was, that Mr. ESDAILE and two other persons drew cheques on behalf of the bank to the amount of nearly £9,000; and we are to suppose that, as to the destination of that large sum, the mind of Mr. ESDAILE, a director of the bank, had received no durable impression.

We regret that our limited space forbids us to do full justice to the gems of euphemistic language which stud this remarkable examination, and to the variety of curious details of bank direction, which it reveals. We select one or two passages, not as more interesting than many others, but because the result of them may be briefly given.

Eighty-six shares were allotted to Mr. CAMERON, the general manager, and the instalments upon these shares amounted to £4,300. For this sum the directors received Mr. CAMERON'S promissory note. Mr. LINKLATER asks, "Did Mr. CAMERON ever pay one farthing upon these shares?"—to which the witness, mindful of certain convenient theories, answers by inquiring whether Mr. LINKLATER means a payment "in money?"—and then admits that there was no such payment. However, the directors held Mr. CAMERON "strictly responsible," and he was then looked upon "as a man of means quite equal to that obligation." Thus, where the law required payment, the directors substituted the promise of a man whom they thought—wrongly as it turned out—quite able to perform that promise; and this they hold was "in spirit" a compliance with the Act of Parliament.

Again, Mr. MULLENS, who had been solicitor to the bank, died near the end of 1853, and the bank sustained a loss by him of upwards of £10,000. On the 13th December, 1853, the court of directors pass a resolution recording "their regard for the memory of Mr. MULLENS, and their lively recollection of his social and many amiable qualities;" and Mr. ESDAILE remarks, when this eulogium is read to him, that the board were "perfectly impressed with the integrity of Mr. MULLENS' character up to that time." The "social qualities" of the deceased solicitor were not disputed by Mr. LINKLATER, nor do we understand how he could have found much scope to exercise them in his capacity of legal adviser to the bank. We believe that Mr. HARKER, or some other celebrated toastmaster, devotes his graver hours to imposing or collecting income-tax, but we do not apprehend that the victims of Schedule D have at all a lively appreciation of the "social qualities" of the said HARKER. However, it is unhappily too true that the possession of "many social and amiable qualities" is by no means incompatible with that aptitude for confusing the distinctions between cash and credit, which appears to have prevailed among the managers of the unlucky bank. The appreciation of the directors for the kindred spirit of their solicitor was eloquently expressed by the largeness of his uncovered balance, and the entry in the books, "bad debt £10,000," may be regarded as his most appropriate epitaph. The impression of the directors as to the integrity of the character of the deceased may or may not have been affected by the subsequent discovery that he had pledged a client's deeds with them as security for his own debt. The minds of these directors appear to have undergone some peculiar preparation, fitting them to receive strange and unusual impressions from, or to remain "perfect blanks" after, occurrences which would affect ordinary understandings in a very simple and decided manner.

The issues of fact in the now celebrated case of *Davison* v. *Duncan* were tried at Durham, on the 6th instant, and resulted in a verdict for the plaintiff, with nominal damages—a conclusion which goes far to justify an opinion lately expressed by us, that the press would not in general be in danger of sustaining harsh treatment at the hands of juries in such cases as Lord CAMPBELL would propose to leave to their decision under the amended Law of Libel. The trial has some additional interest for our readers, from the fact that the plaintiff is a solicitor, in practice at Durham, and who for some years previous to the resignation of Bishop MALTBY, was his secretary. It may be assumed that the conductors of a local journal are well acquainted with the society for which they undertake to purvey news. The reporters and editors of the *Durham Advertiser* can, therefore, hardly have been ignorant that Mr. DAVISON was a respectable solicitor in their city, and we think it was obvious that such a man was unlikely to have acted in the manner imputed to him in the report. A very short time would have sufficed to satisfy the editors that Mr. DAVISON's own version of his conduct was likely to be different from that given by the speakers at the meeting. The insertion of a single line of caution to the readers of the *Advertiser* would have sufficed to clear it of the charge of malice, and prepared the way for the explanation which Mr. DAVISON would, no doubt, have offered. According to the *Times*, it is impossible to find a moment for the exercise of such prudence. If that be so, litigation will often arise where a very little care, and a very little conciliation, might have prevented it; but it is always the absence of these very qualities that brings grist to the legal mill. It is a comfort to reflect that, if we may judge from the case of the *Durham Advertiser*, the occasional liability to an action for libel is no very serious hardship to a newspaper, but rather a source of popularity.

Lord CAMPBELL'S Committee on the Law of Libel will be re-appointed, he assures us, in the new Parliament; and he gives a hint that vexatious actions might be discouraged, by throwing upon the plaintiff the costs of both parties.

The House of Lords sat to hear appeals on Thursday, and the legal peers present were the LORD CHANCELLOR, Lord ST. LEONARD'S, and Lord WENSLEYDALE. On an appeal coming on, to which the London and North-Western Railway Company were parties, the difficulty arose that both Lord ST. LEONARD'S and Lord WENSLEYDALE were shareholders in that company. The appellant's counsel urged that those learned lords should hear the cause, and the ATTORNEY-GENERAL, speaking for himself, had no objection, but, after the decision in *Swinfen* v. *Swinfen*, he could not venture to assent without consulting his clients, who were the railway company in question, and whose directions, therefore, at that moment, it would have been somewhat difficult to obtain. The result was, that an appeal from the Lords Justices proceeded before the Chancellor alone, Lord WENSLEYDALE remaining as a sort of assessor, but not intending to give judgment. Thus, through the ingenious scruple of the Attorney-General, the unsatisfactory character of the Supreme Court of Appeal in Chancery has been placed in the most striking light; and thus, also, a recent statement of the *Times*, that an appeal lay from the Lords Justices to the Lord Chancellor, has been confirmed in an unexpected manner.

The following are extracts from an article which appeared in the *Daily News* of Wednesday. We believe that the Report of the Commission on Registration will be found fully to deserve the praise bestowed on it by our contemporary; but we must take leave to remark that the *Daily News* speaks here rather in the spirit of prophecy than of criticism, inasmuch as the Report which it treats as a present fact on Wednesday, was not then, and, so far as we have heard, is not now, existing in a complete state. We observe with pleasure that our contemporary's influence will be exerted to persuade the public of the justice of the claim of the solicitors to a change in the method of their remuneration. On this point it appears that the Commissioners are on our side; and we anticipate that their opinion, when explained and enforced by journals of ability and authority, will be adopted by the public and by Parliament, and that a most beneficial change will follow.

"In the month of January, 1854, a Commission was appointed for the purpose of considering the subject of Registration of Title with reference to facilitating the Sale and Transfer of Land. This Commission included among its members some of the most competent persons who could be found within and without the House of Commons. * * * Their Report is now before us, and in perusing it we cannot help recognising the pains which have been been bestowed upon its composition. The subject is one of the most difficult and complicated, and yet there is neither obscurity nor tediousness throughout the fifty-four pages of which the report consists. To Mr. Walpole we have reason to believe belongs the chief merit of drawing up the report in question, and certainly the result of his labours is eminently satisfactory, and deserving of all praise. It is impossible, of course, to pronounce a verdict at once upon all the views and arguments it contains, but we must admit that none of the schemes hitherto propounded for facilitating the sale and transfer of land seem to be so simple or so practical as that which is about to be presented to Parliament.

* * * * *

"The plan of a registry of titles is founded, as the report says, on the belief that the transfer of land may for many purposes be assimilated to a transfer of stock in the books of the Bank of England. Every one knows the facility with which stock is transferred from one man's name to that of another; and, without question, if the same system could be applied to land, the gain to the public would be very great. This gain is intended to be secured by the plan propounded in this report; and, having regard to the ability and experience of the Commissioners, and to the fact that the plan has actually

been embodied in a bill, we see no reason to doubt its practicability. * * * * * It is impossible, within the compass of a single article, to explain the details of one of the boldest and most complete law reforms which have ever been propounded; but unless we are greatly mistaken, the details carrying the principle into effect have been elaborated with admirable sagacity, and we trust that the new House of Commons, and especially the country gentlemen, like the landowners in the House of Lords, will see the advantages of this new scheme.

"Some country attorneys have sounded the note of alarm, and seem utterly disconsolate at the prospect of this new plan passing into law. Let them be comforted. Fortunately the whole body are not quite without hope. For we observe in a most intelligent periodical, THE SOLICITORS' JOURNAL, a very able article in favour of this new plan for the transfer of real property. But, besides this, the Commissioners, at the end of their report, allude to the impossibility of dealing satisfactorily with the subject of registration of title without making fresh regulations as to the professional remuneration of solicitors. They propose that, as in Scotland and many foreign countries, the work should be compensated by a brokerage or commission on the purchase-money. In this way the smaller properties would be relieved from a burden which is too great for them to bear—transactions would be increased, and the total profits of solicitors would not be diminished. Indeed, without some such change as this in the mode of remunerating solicitors, it is hardly to be expected that the proposed measure should be allowed to pass."

ASSIZES IN MANCHESTER.—The Manchester Law Association has presented to the commissioners for inquiring into the expediency of altering the circuits, a memorial, showing—"That the assizes for the county palatine of Lancaster are holden at Liverpool, for the despatch of all assize business arising in the southern division of the county. That the said southern division consists of the hundreds of Salford and West Derby—Liverpool being the largest town in the hundred of West Derby, and Manchester the largest town in the hundred of Salford. That the population (as taken at the census of 1851) of Liverpool is 375,955, and of the hundred of West Derby 632,987; and the population of Manchester and Salford is 401,321, and the population of the hundred of Salford is 937,793. That it is the desire of the inhabitants of the hundred of Salford that the assizes should be holden at Manchester, for the despatch of all business arising in that hundred. That of the list of causes entered for trial at Liverpool, two-thirds are from the hundred of West Derby, while only one-third are from the hundred of Salford, although it is believed that the business transactions of the Salford hundred far out-number those of the West Derby hundred, the population of the Salford hundred out-numbering that of the West Derby hundred more than one-third. That the jurymen of the Salford hundred are compelled to stay a considerable time from home and at great expense, and are engaged for the most part in the business of the West Derby hundred; while the jurymen of West Derby are near their homes, and are not called upon to devote an equal amount of time to the business of the Salford hundred. That in criminal cases the number of witnesses in each case is much greater than in civil cases. That vast numbers of persons are compelled to attend at Liverpool as witnesses, generally for a great length of time, at great cost to the county; and, at the same time, frequently at considerable loss to themselves. The memorialists submit that assizes for the hundred of Salford ought to be holden at Manchester." The following statement shows the amount actually paid to witnesses in eight cases recently tried at Liverpool, and the amount to which the witnesses would have been entitled had the cases been tried at Manchester:—

	Liverpool.	Manchester.
No. 1	£116	£31
No. 2	126	39
No. 3	73	30
No. 4	51	14
No. 5	47	15
No. 6	31	8
No. 7	27	7
No. 8	50	8
Total	£532	£152

CURIOUS CHARGE AGAINST AN ATTORNEY.—*Chelmsford*, Mar. 7.—John Cutts and Robert Ezekiel Smith were indicted under the "Bishop of Oxford's Act," and the offence imputed to them was having procured a young girl named Martha Augusta Hills, under twenty-one years of age, to be debauched. Miss Hills was the daughter of a farmer, and three years ago she became acquainted with the defendant Smith, who is also a farmer and a man of property; and the result of their intimacy was the birth of a child. Miss Hills subsequently went to reside with the defendant Smith; and two actions, one for seduction, and the other for breach of promise of marriage, were brought against Mr. Smith by the father of the young lady, but they were settled by the payment of £50 and an undertaking to pay the costs. Mr. Cutts is an attorney, and a man of considerable property, who lives at Bardfield-hall, and he acted as the attorney for Mr. Smith in these matters, and Mr. Shepherd, an attorney at Halsted, represented the friends of the young lady; and it would seem that in the course of the proceedings an agreement of a very extraordinary character was made, which was to the effect that if the young lady would return to the residence of Mr. Smith, and reside there as "heretofore" for a period of eight months, he undertook to marry her at the expiration of that period; but it was under a condition that this agreement should not be shown either to her father or to her legal adviser. By some means, however, Mr. Shepherd came to the knowledge of such an agreement being in existence, and, as Mr. Smith appeared not to have carried out his promise to marry the young lady, the present indictment was preferred against the defendants at the last assizes, and a true bill found, it being alleged that both the defendants were parties to the agreement referred to, and that they had thereby brought themselves within the scope of the Act of Parliament in question. On the application of the prosecutor, the trial was ordered to stand over to the next assizes.

ANOTHER PET OF THE HOME OFFICE.—At the Chelmsford assizes Elijah Ramsey was convicted of burglary, and he was proved to have been previously convicted of the same offence in 1850, and sentenced to be transported for fifteen years.—Mr. Justice *Cresswell*, in passing sentence, observed that he could not understand how such a man was at large, but he supposed he had succeeded in imposing upon some person who had recommended him to the clemency of the Crown. It was clear, however, that he was perfectly incorrigible, and the sentence, therefore, was that he be transported for life.

Recent Decisions in Chancery.

The decision of V. C. *Stuart*, in *Brooker* v. *Brooker* (5 W. R. 382), is one of the highest importance as to the practice of the court. So far as we are acquainted with the cases, it is the first decision that, in proceedings under an administration summons at chambers, the court will grant an injunction, and order the appointment of a receiver, without requiring that a bill should be previously filed for that purpose. It appeared that in June, 1856, an order was made on a summons for the administration of an intestate's estate, under which the administratrix carried in her accounts before the chief clerk. Upon its being discovered by one of the intestate's next of kin that these accounts had been falsified to a considerable extent, he filed his bill, praying for the appointment of a receiver, and for an injunction to restrain the administratrix from further interference with the estate. The person who had obtained the administration summons moved under it, at the same time as the plaintiff in this suit, for the same relief, without having filed a bill; and the question was, whether an injunction could be granted and a receiver appointed on a summary application in an administration under a summons at chambers, or whether it was necessary to institute a suit by bill in order to obtain the relief sought. It was argued that the court was empowered, by the 15 & 16 Vict. c. 86, s. 45, to make such an order in the proceedings by summons. That section enacts, that it shall be lawful for any person claiming to be a creditor or a specific pecuniary or residuary legatee, or the next of kin, or one of the next of kin, of a deceased person, to apply for and obtain as of course, without bill or claim filed, a summons from the Master of the Rolls or any of the Vice-Chancellors, requiring the executor or administrator to attend at chambers and show cause why an order for administration should not be made; and upon proof of the service of the summons and other matters as therein mentioned, the judge has power to make the usual order for admininistration, with such variations as the circumstances of the case may require; and the order so made is to have the force and effect of a decree made at the hearing of a cause; and the judge has also power to give any special directions touching the carriage or execution of such order. The V. C. *Stuart*

seems to have considered, in *Brooker* v. *Brooker*, that if the court could make the order in a regularly constituted suit, it could here, because the order in chambers had the effect of a decree at the hearing of a cause; and upon the question whether such an order could be made in a regular suit instituted by bill, where it was not supported by the prayer, his Honour said that the court has always been in the habit of interfering after decree, without any such prayer, in order to extend its protection to the property which had been brought within its jurisdiction—*ex. gr.*, where, after a decree for administration, a creditor brings his action at law, although no relief be prayed against such creditor, or he may not be a party to the suit. Considerable stress is also laid, in the Vice-Chancellor's judgment, upon the practice of adjourning into open court every case in which a point of difficulty or importance arises.

Now, as to the general rule of the court—viz., that an injunction will not be granted unless upon bill filed—specifically praying for such relief, the authorities are explicit (see 4 Inst. 92; Drew. on Injunctions, 346; Eden, on Injunctions, 45). In *Holden* v. *Chalcraft* (14 Jur. 846), L. J. *Knight Bruce*, then Vice-Chancellor, refused to grant an injunction which was prayed by a claim, and said the parties must resort to a bill. In *West* v. *Laing* (3 Drew. 331; *S. C.* 4 W. R. 1), V. C. *Kindersley*, speaking of the powers and duties of the court under the 45th section, and administration thereunder by proceeding on a summons at chambers, said: "If, where the application is merely to administer an estate by summons, the court has reason to see that difficult questions may arise, it will decline to make a decree on summons, and will tell the parties they must file a bill." And even after order made and accounts taken, if the judge saw that there were questions depending on controverted facts—a question partly of facts and partly of law—his Honour considered that the judge was bound to say, in the exercise of his discretion, that the matter ought to be made the subject of a suit by bill. The decision of the same learned judge, in *Blakely* v. *Blakely* (8 W. R. 288; *S. C.* 19 Jur. 368), was to a like effect. In that case, an executrix and trustee of a will, directing an immediate sale, allowed her co-trustee to sell and retain the money, and joined in the conveyance of the real estate and assignment of railway shares—part of the testator's estate. She also joined in the receipts for the purchase-money. There was an administration summons, and an order at chambers in the usual form for an account against the executrix, of all moneys received by her or for her use. The Chief Clerk found that she was liable in respect of the moneys received by her co-trustee; and V. C. *Kindersley* then was of opinion that upon such an order the executrix could not be made liable for wilful neglect or default, and therefore disallowed the Chief Clerk's certificate.

We do not know of any instance in which a bill had not been filed, where the case was adjourned from the "comparative seclusion" of chambers into open court. Where "a point of difficulty or importance arises," in a regularly instituted suit, it can be at once adjourned from chambers, and can be argued by counsel before the judge, because there are a record and pleadings to go upon; but it is extremely difficult to suggest a mode in which you could properly bring "the point of difficulty or importance" before the court, where there is no regular record, where no issues have been raised, and where all the proceedings have gone upon the assumption that there would be nothing to litigate between the parties—if, indeed, there can be properly said to be any parties at all—and that, in fact, nothing of difficulty or importance could arise in the progress of the so-called suit.

In *Atkins* v. *Cook*, 5 W. R. 381, a question arose as to the right of a respondent to a petition presented by a person who was not a party to the suit, and was out of the jurisdiction, to move that the petitioner should give security for costs; or whether, on the other hand, the respondent should wait until the petition came on to be heard, and then ask (at the hearing) for such security. V. C. *Kindersley* held that the respondent was entitled to move before the petition came on to be heard, because if he allowed it to come on for hearing, he might incur considerable costs in answering affidavits, &c., without having any security for their payment; and, in such a case, the respondent, upon principle, was entitled to security before he took any step.

The Lord Chancellor, in *Crook* v. *Whitley* (5 W. R. 383), affirmed the decision of V. C. *Wood*, upon the construction of the word "nieces" in a will. The bequest was to each of the present nieces of P. E., of whom there was only one out of seven surviving at the time when the will was made. It was held, that the bequest was confined to nieces of the first degree, and did not include great nieces, or great great nieces. The decision is analogous to that in *Stoddart* v. *Nelson*, (4 W. R. 109), where the Lord Chancellor held, that a bequest to all the testator's cousins included first cousins only.

In *Carter* v. *Haswell* (5 W. R. 388), V. C. *Stuart* said, that it had been fully established, by recent cases, that the 25th section of the Wills Act (1 Vict. c. 26), was to be construed upon the principle of assimilating a devise of real estate with a like bequest of personalty; and as a general residuary gift of the latter included every legacy which failed by lapse, so lands which had been included in a devise void as being contrary to law, were held to pass under what was tantamount to, though not in form, a residuary devise.

Cases at Common Law specially Interesting to Attorneys.

COSTS ON JUDGMENT BY DEFAULT—19 & 20 VICT. C. 108, S. 30.

Heard v. *Edey*, 5 W. R., Exch., 358.

An important question, as to the costs of an action on a contract brought in a superior court to recover less than £20, in the event of the plaintiff recovering judgment by default, has recently arisen, under the following circumstances:—

An action on a bill of exchange had been brought in the Court of Exchequer, and the amount claimed was under £20. The defendant suffered judgment by default, on which the plaintiff applied at chambers to *Martin*, B., for an order for his costs—grounding such application on an affidavit that he resided more than twenty miles from the defendant, and consequently was entitled to his costs, by virtue of the 30th section of 19 & 20 Vict. c. 108, which runs in these words:—"Where an action of contract is brought in one of her Majesty's superior courts of record to recover a sum not exceeding £20, and the defendant in the action suffers judgment by default, the plaintiff shall recover no costs *unless* upon application to such court, or a judge of one of the superior courts, such court or judge *shall otherwise direct*." Mr. Baron *Martin* considered, that, where the case was one of concurrent jurisdiction (as appeared by the above affidavit, see 9 & 10 Vict. c. 95, s. 128), he had no discretion, but was obliged to make the order; and the present application was to rescind the order he had made accordingly. The Court, however, refused to interfere, and discharged the rule *nisi* which had been obtained; but without costs.

Not much can be gathered from the reported observations of the court as to their reading of the above section of the Amendment Act of 1856, or as to their reasons for taking the course they did. But on more than one point they incidentally gave their opinion. Thus, a question arose *arguendo* whether the direction of the judge in the case supposed in the 30th section could be obtained on an *exparte* order, or whether there must be a summons. And it was intimated as to this that a new indorsement would be issued by authority for writs of summons in the superior court under £20, which would, for the future, serve all the purposes, and save the expense of a summons. The chief question, however, was, as to whether the judge, to whom application was made for the order, had a discretion to refuse it. And as to this the court gave no opinion, unless a remark by the Chief Baron, that, "if the judge had a discretion he exercised it in the case before us," may be so characterised. It was, however, insisted on behalf of the plaintiff that in cases of judgment by default in an action of contract to recover less than £20, and where, by the 128th section of the 9 & 10 Vict. c. 95, the superior court and the county court had a concurrent jurisdiction, the question whether the judge of the superior court was obliged, on being applied to, to make an order that the plaintiff should have his costs, under the 30th section of 19 & 20 Vict. c. 108, depended not on the construction of the section last mentioned taken by itself, but in connection with the previous provisions of the County Court Acts affecting the general right of a successful plaintiff to have his costs. And if this be so, it may be useful to consider the course of previous legislation in this matter, which seems to be as follows:—By 9 & 10 Vict. c. 95, plaintiffs suing in the superior court in cases within the jurisdiction of the county court were nevertheless entitled to their costs—*i. e.*, their rights under the Statute of Gloucester were not taken away—unless a *suggestion* were made to deprive them thereof. Then came the 13 & 14 Vict. c. 61, by the 11th, 12th, and 13th sections of which the plaintiff had, on recovering in contract less than £20 (in cases even of

concurrent jurisdiction), to obtain a judge's certificate or order as a condition precedent to his having costs. But from the operation of these sections, cases of "judgment by default" were excepted; and in such cases his general right to costs remained, whatever the sum sued for. Now, upon the construction of one of the above-mentioned sections of 13 & 14 Vict. c. 61, a question arose—and the courts differed in their opinion—whether the judges were *bound*, or had the power only to give costs to the plaintiff if he could establish certain facts, as *inter alia*, that there was concurrent jurisdiction; and to set this question at rest the 4th section of the 15 & 16 Vict. c. 54, was passed, which differed from the previous provision as to this of the 13 & 14 Vict. c. 61, in this particular, that the word "may" make the rule or order for costs is replaced by "shall" make, &c., thus clearly taking away all discretion from the court or judge as to the plaintiff's costs in cases within that section, provided he could establish the needful facts, one of which, as before, was the fact of the superior court having concurrent jurisdiction, under 9 & 10 Vict. c. 95, s. 128. At the date, therefore, of the last County Court Amendment Act, in such cases as last mentioned, the judge had *no discretion* to refuse to make the order on application, if the fact of concurrent jurisdiction, or other fact mentioned in the 128th section of the 9 & 10 Vict. c. 95, or in the 13th section of the 13 & 14 Vict. c. 61, were satisfactorily established.

But at this date, the case of "judgment by default" was entirely excepted from the operation of any section of any Act depriving plaintiffs of their general right to costs on obtaining judgment; and hence (as appears, among other places, from the evidence of Mr. Hodgson, the able Secretary to the Yorkshire Law Society, given to the County Court Commissioners, in 1854), the abuse often happened, that a plaintiff who expected no defence would sue in the superior court in the hope of getting judgment by default, and, consequently, his costs; while, on the other hand, a defendant would be induced to defend such action though he had no real answer, in order to save his costs—a course manifestly leading to litigation and unnecessary law expenses (see First Report of C. C. Com., 1855, App. p. 108). Now it was to meet this abuse, pointed out by this and other examinees, and in effect to *repeal* the exception in the statute 13 & 14 Vict. c. 61, as to the case of judgments by default, and to place such cases on the same basis as judgment after verdict, that the recommendation of the commissioners contained in the 26th page of their Report was aimed, and their suggestion is thus framed: "The present law as to costs in the superior court, so far as it affects jurisdiction, should, we think, remain unaltered, with the exception that where an action is brought in the superior court on a contract to recover a less sum than £20, and the defendant suffers judgments by default, the plaintiff should recover no costs, unless upon application a judge of a superior court should otherwise direct. This deprivation of costs, however, we propose, should be subject to the exceptions contained in section 128 of the 9 & 10 Vict. c. 95, where the parties reside more than twenty miles apart, or the other circumstances contemplated by the section exist." The Legislature, it will be seen, adopted in the new statute almost the very words of the *substantive* part of this recommendation; but take no notice whatever of the exception. And it is apprehended, that this was because it was felt that the expression of such exception was not required by law, but would necessarily arise from the previous enactments still in force. Any other explanation would be to suppose that the Legislature agreed with the opinions of Mr. Pitt Taylor, as expressed in his separate observations attached to the Report (to the effect that the right to costs preserved in the cases instanced by the 128th section of the 9 & 10 Vict. c. 95, should be taken away), so far as regarded the case of a plaintiff recovering judgment by default, but to that extent only. But that supposition is, to say the least, highly improbable, as there is clearly no reason why a plaintiff recovering judgment by default should be in a worse position than if he recovered the same sum by verdict, or otherwise.

STAMP ON ARTICLES OF CLERKSHIP.—NECESSITY FOR, BEFORE ENROLMENT.

Ex parte Williams, 5 W. R., B. C., 376.

This was an application for an order to the Master to enrol certain articles of clerkship, which had been refused enrolment on the ground that they were not stamped.

By 6 & 7 Vict. c. 73, s. 8, an affidavit of execution of a clerk's articles must be filed, and the articles themselves enrolled, within six months of such execution; and unless such articles are presented properly stamped, the practice has been for the officer to refuse to receive them. For by 7 Geo. 4, c. 44, the stamp authorities are forbidden to stamp (among other instruments) articles of clerkship on any pretence whatever after the expiration of six months from their date. Now, however, by 19 & 20 Vict. c. 81, s. 3, they are enabled to do so, notwithstanding that Act, if directed by the Treasury, on payment of a penalty increasing in amount according to the time that may have elapsed since their execution; and it was now argued in support of the present application, that since the last-mentioned statute the duty of the officer before enrolling articles to examine their stamp had ceased. Mr. Justice *Erle*, however, held that the former law requiring articles to be properly stamped at the time of their execution, as established by 9 W. 3, c. 25, and other statutes, remained in full force; and that it was the duty of the court, through their officer, to see that it was complied with, and not to admit articles to be enrolled which contravened this statutory requirement. As to the 19 & 20 Vict. c. 81, he said, it was intended only to relieve clerks whose interests had been inadvertently injured by the neglect of others, and was by no means intended to give a clerk a right to treat the necessity for a stamp upon articles as being taken away except only in reference to the case of his seeking to be admitted; and to consider that in that event he might qualify himself by paying what might be due for the stamp and the penalty. "The law requiring the stamp," said Mr. Justice *Erle*, "remains as before, subject to a discretionary power of relaxation in certain exceptional cases; and it is the duty of the Master to enforce this law by refusing enrolment without a stamp."

Professional Intelligence.

INCORPORATED LAW SOCIETY,

The meetings of the Council are held every Thursday at two o'clock, and committee meetings frequently take place on Tuesday or other days.

The following are some of the proceedings of the Council or matters under consideration, at their several meetings in *January*:—

At the instance of one of the law societies in Scotland, the subject was considered of a renewed application to Parliament to repeal the remainder of the Annual Certificate Duty; but it was deemed inexpedient at present to take any proceedings for that purpose.

Arrangements were made for conducting the examinations of candidates for admission on the roll of attorneys and solicitors for the ensuing four terms, and the names of examiners, selected from the Council, were submitted to the judges and the Master of the Rolls, and the usual orders made thereon.

A letter from the Lord Chancellor's secretary was received in answer to a letter of the Council relating to the intended new scale of solicitors' costs.

The progress of the new building of the Society having been reported, the Council agreed to dispose of the remaining vacant ground, adjoining the hall and library, the same not being required for any further building purposes.

A letter was received from the President of the Law Amendment Society inviting a deputation from the Incorporated Law Society to attend a conference on the proposed amendment of the law of bankruptcy, the law of partnership, the law of merchant shipping, the law of principal and agent, the 17th section of the Statute of Frauds, the law of banking, the assimilation of the commercial law of England, Scotland and Ireland, and the establishment of tribunals of commerce. The Council instructed their secretary to return an answer, stating that while the Council were not insensible to the importance of well-considered amendments in the law, and were prepared to give their best attention to any specific amendments which might be suggested thereon, they did not feel it to be within their province to take part in the proposed general discussion of the extensive range of subjects embraced in the papers transmitted.

The Council considered a communication relating to the right of solicitors practising in England to participate in the profits of professional business introduced by them and transacted in Ireland, and of solicitors in Ireland participating in business transacted here when introduced by Irish solicitors; but they agreed in opinion with the Incorporated Society of attorneys in Ireland, that such participation was neither legal nor expedient.

The Council having been favoured with a letter from the Commissioners for inquiring into the arrangement for transacting the judicial business of the superior courts of common law, and the times and places of holding assizes; and the Commissioners having invited the suggestions of the Council on the subject matters of the inquiry, the Council, with the valuable aid of their Common Law Committee, considered it advisable, in the first instance, to transmit suggestions proposing the holding of three instead of four terms, to establish three circuits for civil business, and three *Nisi Prius* sittings in London and Middlesex, and proposing to consider the details for carrying these suggestions into effect, if they received the approval of the Commissioners.

The names of candidates recommended by the Examiners as deserving of honorary distinction having been reported, the Council awarded three prizes of books to be presented, namely:—for the first candidate, to the value of ten guineas; and to the two other candidates, to the value of five guineas each.

A suggestion was considered for granting certificates of merit to a limited number of candidates in addition to those who obtained prizes; but the grant of honorary distinctions having been recently established, it was not deemed expedient to make any further alteration at present.

Several questions have been considered regarding the sufficiency of the service of articles of clerkship, where the clerks have been engaged in other business than that of the attorneys to whom they are articled, or holding appointments as coroners, clerks to magistrates or boards of guardians. These questions, however, are properly within the province of the examiners, to whom the parties have been referred.

Suggestions were considered relating to the admission of solicitors, who had served articles of clerkship in the colonies and were desirous of being admitted in the superior courts of this country, upon being examined, and paying the stamp duties; but, the 6th & 7th Vict. c. 73, s. 3, requiring the service to be rendered to an attorney or solicitor practising in England and Wales, the proposed alteration appeared to be impracticable without an amendment of the statute.

The names of several gentlemen of the bar were proposed as candidates for the lectureships in common law and equity.

Donations of books were received for the Library, and the thanks of the Society returned.

The following gentlemen have been approved as members of the Society during the month:—

Charles James Partington, South-square; William Elam, New-street, Bishopsgate-street; St. Barbe Sladen, Parliament-street; Joseph Haynes, St. James's-street.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A Meeting of the Managing Committee was held on the 11th inst., when the arrangements for the Annual General Meeting of the Members of the Association, which will take place on the first day of next Easter Term (15th of April), were considered; and the Secretary was instructed to prepare the Annual Report, and to issue summonses for the meeting to the members.

The Assistant Secretary reported a correspondence in reference to the establishment in connection with the association of a branch society in an important county in the South of England. The promoter of the Society, one of the provincial members of the committee, attended, and informed the meeting that there was every probability of the Society being cordially supported, although the approaching general election might somewhat interfere with the preliminary proceedings in forming the Society.

The Assistant Secretary also reported an active correspondence with the Under-Sheriff, and with the secretaries of provincial societies, in reference to local meetings during the present assizes, for the purpose of obtaining support for the Association.

Several law bills, to which the attention of the committee has been recently directed, were reported as having been withdrawn, in consequence of the approaching dissolution of Parliament.

THE VERULAM SOCIETY.

We have received a prospectus of this society, stating that it has been instituted by articled clerks and other law students, for the purpose of promoting their professional knowledge, and of ensuring, as far as they can, the honourable passing by them of their examinations at the Incorporated Law Society. With this view the Society proposes to hold meetings for the weekly discussion of moot points of law, and also to form term classes for evening study and examination, under a duly qualified principal.

Correspondence.

DUBLIN.

(From our own Correspondent.)

IN RE TIPPERARY BANK—*Ex parte Ginger.*

The Lord Chancellor, on Friday last, delivered judgment in this case, which came before him on appeal from the ruling of the Master of the Rolls. It will be remembered that Mr. Ginger, and some thirty other persons, chiefly farmers in Buckinghamshire, were induced to take shares in the Tipperary Bank, while that institution was in good repute, and, under the dexterous management of the Sadliers, was paying to its shareholders a dividend of 6 per cent. per annum and a bonus of 3 per cent. in addition. Under the Winding-up Acts Mr. Ginger and his fellow-victims (the "English shareholders," as they are here styled) had been, last year, placed by the Master on the list of contributories; but on appeal to the Master of the Rolls their names were struck off the list, mainly on the ground of their having been induced to take the shares through fraudulent misrepresentations as to the position and liabilities of the banking company. The case now came on appeal before the Lord Chancellor, who arrived at the same conclusion, although on different grounds. The reasons which influenced his mind in so deciding were suggested by some curious information that transpired as to the origin and history of the shares which were transferred to the appellant. In the course of his judgment, after referring to the law as settled by the case of *Burns* v. *Pennell*, according to which the court has full power to decide questions of the kind on an application to have a name erased from the list of contributories without any suit being instituted, his Lordship continued:—

"What was the transaction of which Mr. Ginger complained? He said—'I am not a member of the company at all, because I entered into a contract with Mr. A. Farrell to buy from him a portion of the shares of the company, I believing that he was the owner of them, and that he was selling to me shares in a company consisting of shares upon which 10 per cent. had been paid up, amounting, in the whole, to £100,000. I agreed to purchase so many of the shares. I obtained an assignment from him of shares of that class and character professedly, and I received certificates from the company, stating that they were shares of that class and character in express language, because the certificates described them as shares upon each of which £10 had been paid up—words which have no meaning, except that they were shares issued to *bonâ fide* holders, who had, therefore, paid upon them £10 per share. 'That is the contract,' said Mr. Ginger, 'that I made with Mr. Farrell, and by virtue of which I executed the deed of transfer, and authorised the directors of the company to put my name on the registry book, and upon the proper return to the Stamp Office.' It now turned out that all that contract was pure form—that no such shares existed—that Mr. Farrell owned no shares—and, in fact, did not know that shares were standing in his name, except so far as the execution of the transfer deeds made him aware of it—that he never had paid a farthing upon such shares—that no such thing existed as a company consisting of shares upon which £10 each had been paid up, amounting to £100,000; but that a company did exist upon which only about half that amount had been paid up, and only half the amount of shares had been issued. Mr. Ginger contended, that, instead of having purchased shares in a company solidly established, as that was represented to be, he was called upon to contribute to the antecedent liabilities of a company which was not, in number or amount of shares, the company into which he had bought. He had never intended to have become an original allottee of shares in such a company; therefore, the question became a very narrow one—namely, whether Ginger ever was a member of the company, in the sense in which a member was spoken of—that was, with his authority and assent—or whether he was not *deceived and defrauded in the very essence of the contract itself*—whether, apart from all considerations of agency, misrepresentations, prospectus, or balance-sheet, he was not deluded by being led to suppose that he was buying one thing when, in reality, he was buying another? . . . . . The directors were the agents, no doubt, of the bank; but it was contended that the directors were not the agents of the company for the purpose of committing fraud. . . . . The fraudulent misrepresentations might, or might not, affect the principal; but if it were in a matter which was the essence of the contract itself, all the doctrines of the courts were, that the conduct of an agent in that manner was binding upon the principal, and that the latter could not enforce a contract effected through the medium of an agent, who, in order to induce a person to act upon it, had made use of misrepresentation. Another maxim known to them all was, that if there were two innocent parties, one of whom was to suffer by the act of a third party, the person who ought to suffer was he who enabled the third party to commit the fraud. That manifestly was the position of the Irish shareholders, who were in the position of being represented by their directors, and enabling those directors to commit frauds by dealing with the shares in the way they had done. . . . . What he (the Lord Chancellor) rested his opinion on simply was, that the contract with Ginger was a contract false in every particular—false as to the thing bought—false as to the vendor—false as to the company into which he supposed he was entering; in a word, he was induced to enter into one contract, and he was now sought to be made the victim of another. That was the case as regarded his position, and those concerned with him."

The result is, therefore, that Ginger and his fellow-shareholders in England are no longer on the list of contributories. The fact of their having accepted, not the real paid-up shares which they bargained for, but fraudulently issued shares, on which nothing was ever paid-up, has, fortunately for them,

saved them from ruin, at one time imminent. They have further cause for gratulation in not having compromised the matter for a round sum of money, which they were not long since willing to have done, and probably would have done, but that the creditors could not be brought to unanimity on the point; and under those very defective specimens of legislation —the winding-up acts—no power is conferred upon the major part of binding even the smallest minority of the creditors to any arrangement.

ABANDONED MEASURES.

Mr. Crawford's Judgments' Execution Bill seemed to have some chance of passing into a law during the present session. It was introduced at the earliest possible period; it received the sanction of a majority of the House; and against the principle of it no sound objection could by any possibility be urged. Under such circumstances, it seems, at first sight, strange that the bill should be given up as hopeless. The explanation is found on observing the treatment which this measure received at the hands of the Irish members. For perhaps the first time during the present century, the representatives for Ireland were unanimous. They mustered in great force against the bill; and to their resolute opposition its defeat must be attributed. It was unfairly charged against them, that a desire to protect Irish debtors against English creditors actuated them in their opposition. The real ground of their objection to the measure was, that in their opinion it tended to "centralise" legal business, by dispensing with the expensive formality of an action in Dublin, before execution could issue on an English judgment. It is true that a strict reciprocity was provided for by the bill; nevertheless, the fact that a certain amount of legal business would inevitably be withdrawn from the Irish courts, was sufficient to combine the Irish sections against the measure.

Mr. Whiteside's bill for protecting the titles of purchasers under the Court of Chancery possesses all the characteristics of that learned gentleman's attempt at legislation. It is uncalled for; impracticable in detail; and destined never to become law. The object of this remarkable bill is to enable the masters in Chancery to give a Parliamentary title to purchasers under decrees for sale. But inasmuch as a Parliamentary title cannot safely be conferred without a diligent investigation of the abstract and title deeds, and as even Mr. Whiteside admits that the functions of conveyancers cannot be thrown on the masters in addition to their other duties, this bill proposes that in every case of a sale under decree, the title should be examined and certified as perfect by a *Queen's Counsel!* This ingenious attempt to benefit the grade to which Mr. Whiteside belongs, at once stamps the character of the bill. The Irish bar will, of course, never submit to such an invidious and absurd proposition. The general opinion is, that the business connected with the bestowal of Parliamentary title is now safely and satisfactorily exercised by the Commissioners of the Incumbered Estates Court; and that any change would be both inconvenient and dangerous.

THE COMING ELECTION.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Can you, or any of your readers, inform me whether auditors of poor-law union accounts are disqualified from being elected to Parliament? The *status* of these officers is governed by 4 & 5 Will. 4, c. 76, s. 46, which empowers the Commissioners "to determine their continuance in office or dismissal." The Poor-law Bill of last session, which did not become law, removed the election of auditors from the Chairman of Unions to nomination by the Commissioners. During last year, a case was reported to have occurred in Wales of an auditor being compelled to resign, and on his re-election he was removed by the Commissioners, who substituted another in his room. It is not easy to imagine a less independent position than this, or to doubt that such an auditor holds his situation at pleasure of the Home Secretary and Chairman of the Poor-law Board, both being members of the House of Commons. The auditors of general accounts are disqualified by 46 Geo. 3, c. 141. Thus far for the intention of the Legislature.

Am I correct in assuming that the Act 16 & 17 Vict. c. 68, directing that all writs for elections shall be sent to the Returning Officer of each constituency, removes the disqualification of a sheriff of a county from being eligible for any place within his jurisdiction?

Yours obediently,

Lincoln's-inn, March 10th. JUS.

Alteration of the Law Relative to Sales and Pledges.

LETTERS OF MR. FRESHFIELD AND MR. LAVIE TO BARON ROTHSCHILD.

SIR,—I take leave to trouble you, as chairman of the committee of merchants appointed at a meeting held at the London Tavern, on the 19th instant, with some observations on the proposed amendment of the law respecting goods and commercial documents then discussed.

I make no apology for doing so, because I am assured that the object of all is to elucidate the truth, and to attain substantial justice.

It appears to me that the question has been entertained under a strong prejudice, arising partly from a mistaken view of the nature of the decision in the case of Messrs. Merry, partly from an imperfect idea of what legislation can effect, and that, under this influence, the merchants are contemplating a measure much more mischievous than the evil they are seeking to remedy.

The case of Messrs. Merry, which has given rise to the general feeling recently manifested, was not particularly directed to mercantile documents, though, in its results, it no doubt affects the negotiability of goods and warrants for goods.

That the effect of it may be understood, I shall shortly state the facts on which the decision turned.

One Anderson, since convicted of forgery, was in negotiation for the purchase of nine casks of tartaric acid, and wished to inspect the goods. To enable him to do so, the broker lent him delivery orders of the goods. Anderson, upon these orders, got the goods delivered to a public warehouse named by him, and had them there entered in his own name. He then applied to Messrs. Merry for a loan of money on the goods, which they agreed to make on having the warrants. Anderson went to the warehouse-keeper, got warrants, and pledged them with Messrs. Merry. Anderson not having repaid the money, Messrs. Merry sold the goods, and the original owner afterwards came forward and sued Messrs. Merry for them. The court decided that Anderson was a mere thief; that the borrowing orders to inspect, and then obtaining delivery, was a robbery; and that the owner might follow his goods. Whether the court were right or wrong in their view of the facts is not material to the public. Perhaps a jury would have decided differently; but the parties had consented that the Court of Error might draw such conclusions from the evidence as a jury might have drawn, and the view the judges took of the facts does not concern the public, because it is confined to the particular case.

The conclusion of law, which alone is material, was, that a thief did not by stealing goods obtain a title; that he did not, by taking out a warrant in his own name, from his own warehousekeeper, improve his title; and that he could not confer a title on persons taking the goods from him by pledge of the warrants. No question here arose on the particular character of the warrants. The pledge was properly treated as a pledge of goods; and it is obvious that whatever considerations apply to the dealing with goods in the possession of an individual, must apply to warrants for these goods when obtained by that individual from his own warehousekeeper.

The strong feeling that has been excited by this decision has arisen from its being supposed to impeach the negotiability of warrants. No doubt, the case points to an instance in which the possession of warrants gives no title, but only because in the same case the possession of the goods would give no title. Accordingly, in the Act proposed by Mr. Weguelin to cure this defect of the law, it is expressly provided that contracts respecting goods, *bonâ fide* made in the ordinary course of trade, shall be as binding on the true owner as if made with the true owner, provided the person making such contract shall have the possession of the merchandise at the time of such contract, and shall deliver over the same. The proposed Act, as quoted by Mr. Weguelin, applies only to purchasers; I assume that he read it short, and that it is to be extended to pledges, and that the possession and delivery of the documents of title is to give the same rights as the possession and delivery of the goods, otherwise the Act would not reach the case before the meeting.

The proposition, therefore, now before you is distinctly to establish that possession of goods, however acquired, or of the documents of title to goods, shall constitute a good title in the holder to dispose of them without the knowledge or concurrence of the true owner.

Now this is a direct violation of the law of England as settled and acted on hitherto, and it is, I think, a retrograde step in the progress of civilisation. The doctrine of barbarism, that

might gives right, is the principle of a state of society in which force is law. The rule by which legal ownership is respected, is the offspring of a more advanced state of society, in which the ruling principle is social order. The rule which would give validity to title acquired by fraud and theft, as against the legal ownership, leads to, if it is not indicative of, a laxity of morals of which the times give too many symptoms.

The title of ownership to goods has hitherto been held sacred, and except in the case of sale in market overt, a case of rare application required in a particular state of society, the law has not given validity to the disposition of goods acquired by robbery or theft. In the various alterations of the law by which the dealing with goods has been facilitated, Parliament has cautiously limited itself to giving validity to the dealings of agents intrusted by the true owner with the goods or the documents of title. In such cases, the legislature considered that the owner must take the consequences of a misplaced confidence; but the present is an attempt to deprive the owner not only of the possession, but of the legal title to his property by acts of violence or plunder.

But it is said that the laws of property must yield to the necessities of commerce, and that the certainty of title is essential in the varied transactions of the present age.

Now no such necessity has been attempted to be shown. I well remember, when the first Act giving validity to pledging goods by agents was under discussion in the year 1823, the evidence adduced of the enormous losses incurred in the then state of the law. Merchants, brokers, and factors all had sustained losses of the gravest character. The law books were full of reports of such cases. No solicitor of extended practice but could report cases where thousands and tens of thousands of pounds had been lost to his clients by the then state of the law, which it was desired to alter. But what is the case here? I looked with some curiosity through the speeches of the eminent merchants who attended the meeting at the London Tavern, to see if any one could point out a case of grievance arising from the state of the law as it exists. But no instance was given by any one. The single reference is to Messrs. Merry's nine casks of tartaric acid. Isolated cases may no doubt be adduced of the title to goods being impeached on the ground that they were stolen, but they are of rare occurrence, and when they occur small in amount. I am quite sure that the experience of every gentleman of your committee will concur with my own on this point, though possibly, if encouragement were given to such transactions by affording greater facility to the disposal of the goods, they might be increased. But upon the facts, as they stand, I am assured that if the object were simply to give validity to the sale and pledge of stolen goods, you would scout it as an unnecessary and indecent violation of the laws of property.

But it is said that the pledge in question was not of goods, but of warrants, and that the alarm of the merchants arises from the impeachment of the title of warrants. Now if once it is admitted that a thief should not be allowed to give a title to stolen goods by pledging them, it can never be permitted that he shall effect the object by lodging the goods in a warehouse, taking out a warrant, and pledging the warrant. The lender, who could acquire no title to the goods if delivered to him, cannot complain if he acquires no title by the pledge of warrants obtained by the thief for those goods. This will probably be conceded; but there remains an apprehension, and which has stimulated the mercantile part of the community, that the decision tends to impair the certainty of the dealings with warrants, and therefore incidentally to throw difficulty in the conduct of those large transactions hitherto carried on with confidence by the transfer of warrants. Now, no one attaches more importance than I do to the facile negotiation of dock warrants, and I should be the last to oppose just measures for maintaining this negotiability. But the law as declared by the judges has been always hitherto the law of England. Under that law the circulation of warrants has arisen, and that law, when understood, will not affect the due negotiability of warrants. If the mercantile community require absolute certainty in their dealings, they desire that which is unattainable. There are risks inseparable from business which must be borne, and a warrant is not an absolute and unimpeachable representation of value. I need not remind you how recently a house of the greatest eminence in the City lent £200,000 on warrants for metals. It was no narrow view of lawyers, no decision of the Court of Error, that deprived that house of their supposed securities, yet you well know that their warrants proved worthless. A house whose affairs came under my management four years ago lent many thousand pounds on wharfingers' warrants, which proved to be forged, and the house was ruined in consequence. Nor are these, as you well know, solitary instances. I need only to advert to the cases of false bills of lading, fictitious invoices, and other frauds daily practised, on which merchants make large advances, often with heavy loss; but it is unnecessary to enlarge on this. I venture to say that the losses in the two cases I have referred to alone, will exceed all the losses of the last twenty years arising from a defect of title such as that in Messrs. Merry's case. Yet the frauds of Cole and Pries have not stopped the negotiability of dock warrants, nor the dealings of merchants with them. When it is desired that dock warrants shall be as secure as bills of exchange and bank notes, I may reply that there are risks attaching even to these; and the losses by forgery of bills exceed tenfold all that has ever occurred, or is likely to occur, by pledge of stolen goods.

On the other hand, the alteration of the law proposed would give effect to frauds not hitherto attempted. It must be remembered that the warrants now in circulation are not merely those of the dock companies, where the public have the responsibility of a company of a large capital to guarantee their instruments. I have adverted to a fraud by a warehousekeeper. Let me suppose that you had deposited goods with a wharfinger, who should, by mistake or fraud, issue warrants to third parties for your goods. The proposed law would give effect to those warrants, and deprive you of your goods lodged with your own wharfinger. Facilities would be afforded to your clerks to place goods and warrants in the hands of persons, who would be enabled to make a good title to them as against you.

Many other cases might be pointed out in which the alteration of the law would operate injuriously, and the hardship would be the more felt from the fact that the law would violate the first principles of justice. The negotiability of bank notes of large value is not without its inconvenience, though properly upheld on different principles. But if warrants were placed on the same footing, additional facilities would be offered for the disposal of stolen warrants, and shops would be opened in Paris and Hambro', at which warrants would be taken without question, as now with respect to bank notes.

In dealing with this question, it must always be borne in mind, that though at this moment your sympathies are excited in favour of the buyer or lender on stolen goods, you cannot secure him without throwing an equal amount of loss on the owner, who is as fully entitled to protection. The question being between the true owner, who has never parted with his right of property, and a third person, who has honestly and *bonâ fide* bought or advanced money on it, you cannot relieve the last without injury to the first. In this state of facts, the law says that the prior title shall prevail; and I conceive that the law maintains the principle of natural justice—a principle not to be altered with impunity.

But to enlarge on this subject would be to give it more importance than I think it deserves. The truth is, that the evil proposed to be remedied is comparatively rare in occurrence and small in amount, and does not call for legislative interference. Concede for the present purpose that it is desirable to afford every facility to the owner of goods to raise money on them by pledge, I still think that this should not be done at the risk of breaking down the great laws of property, and that to enable a thief to pledge stolen goods, merely because he holds the goods or warrants for them, would be to occasion an evil of much greater magnitude than that which it is proposed to relieve.

My long connection with the mercantile interests of London, appear to me to justify, if not to call for, this expression of my opinion; and I am the more emboldened to do so, because, upon a careful perusal of the speeches at the meeting referred to, I am not satisfied that the gentlemen present were prepared generally to assent to such a subversion of the rules of law and morality as is involved in the measure under discussion.

I have the honour to be, Sir,

Your most obedient humble servant,

JAS. FRESHFIELD, jun.

Bank Buildings, 31st January, 1857.

SIR,—On the 31st of January, Mr. Freshfield addressed to you a letter on the proposed amendment of the Law of Sales and Pledges; and, following his good example, I venture to send you some observations on the other side of the question.

Mr. Freshfield thinks that the question has been entertained under a strong prejudice, arising partly from a mistaken view of the nature of the late decision, and partly from an imperfect idea of what legislation can effect.

To me, on the contrary, it seems that the late ferment in the City has arisen from the public being suddenly startled with what appears to every man to be the monstrous injustice of a *bonâ fide* lender losing his money; and from a well-founded alarm that all confidence is destroyed in the safety of any advance on the faith of goods, bills of lading, or warrants, and that there will consequently be great embarrassment to the commercial business of this country.

The facts or law of the case may have been misunderstood, but the full discussion about it has opened the eyes of the public to the fact that they have been acting since 1842 under a mistake in supposing that all *bonâ fide* advances on the security of warrants were valid; and the public meeting, over which you presided, shows that there was a general call to remedy the grievance which was brought to light.

Where a grievance of this kind becomes apparent, there is often an imperfect idea of what legislation may effect in correcting the grievance, and the public may possibly not have seen as acutely as Mr. Freshfield, that, even if you remove the grievance in question, you could not provide for the case of a forged document. But throughout the commercial world in general there has been for some weeks, and still is, a strong conviction (or, if it be wished, it may be perhaps called a strong prejudice) that legislation should *do what it can* to prevent the enormous daily transactions of the mercantile world in buying and lending from being embarrassed, and the negotiability of documents from being impaired, though a warrant can never be an absolute and unimpeachable representation of value.

If, under the influence of this feeling, the merchants are contemplating (as Mr. Freshfield supposes) a measure much more mischievous than the evil which they are seeking to remedy, then he is right in protesting against it, and I, for one, would not attempt to promote it.

This appears to be the real question, which I am prepared to discuss in the following form, viz:—

Is the evil of having a doubt existing upon the security of every loan, however *bonâ fide*, less than the evil of an owner losing his title to goods by their being pledged by a thief or cheat?

In the choice of these two evils, which is the least? Where two innocent persons are to suffer, on which is it most just or most expedient, for the general interest of commerce, that the loss should fall?

I wish to approach the question as one of some importance, with an entire absence of all warmth, prejudice, or undue advocacy.

I am not startled by any horror of appearing to advocate a measure which is denounced as tending to increase fraud, violence, or plunder. I know the weight which does and ought to attach to the opinions of a gentleman of the character, position, and experience of my friend Mr. Freshfield. I know the effect which the strong language which he has used has already had upon some. I am bold enough, nevertheless, to grapple with the strongest passage in his letter, and I undertake to show—

That the proposed extension of the law so as to protect a *bonâ fide* lender on the security of even stolen goods, is no retrograde step in civilisation, but, on the contrary, is a necessary and natural consequence of the expansion of commerce; and I venture to say, that, to speak of the rule which will give the *bonâ fide* buyer or lender a valid title to goods which he has honestly taken from the apparent owner, who may afterwards turn out to have been a thief or a cheat, as being a rule which would give validity of title to the thief or cheat as against the real owner, is a mere inversion of the facts and language.

And I further undertake to show, that if an attempt to make an honest buyer or lender safe leads to, and is indicative of, a laxity of morals, and that there is therefore ground, in point of morality, for stopping a law which is to complete the safety of hypothecations, then we must retrograde in civilisation, and repeal the Principal and Factor Acts, which have done infinitely more to encourage fraud than the Act contemplated can ever do.

It is necessary for the completeness of my vindication of the proposed law, that I should trace the history of the law hitherto as regards advances.

Before 1823, all pledges, unless made by the express authority of the true owner, were not binding upon him. If he entrusted goods to an agent for sale, and the agent pledged them, the owner could recover the value from the pledgee, however much the latter might have advanced his money *bonâ fide*, and under the belief that the goods belonged to the pledger.

The lawyers have always had a notion that a pledge is an irregular transaction, and that the law revolted against giving it any encouragement, or allowing a man in the possession of goods of another to act beyond the express authority given by the true owner.

But advances on consignments from abroad on bills of lading, and afterwards advances on warrants (when the docks were established), became an usual and necessary course of business.

It frequently happened that the agents, in fraud of their principals, obtained money on the security of their principals' property from persons dealing with them as apparent owners; and the then existing law, according to the preamble of the first Act passed in 1823 upon the subject, "produced frequent litigation, and proved in its effects highly injurious to the interests of commerce," and these were the occasions of litigation to which Mr. Freshfield alludes.

It was then a question (as it is now, only differing in degree) between two evils and two innocent parties; or, in other words, a question whether the exigencies of commerce did or did not make it necessary to give validity to transactions, although in those transactions the true owner was cheated of his property.

There was great opposition on the part of the lawyers. There was no expression of horror at the idea of licensing fraud and robbery contained in Mr. Freshfield's letter which was not then loudly proclaimed.

The exigencies of commerce, however, carried the day, and in 1823 the first legislation began, and consignees receiving shipments from abroad, and making advances upon them without notice that the consignors were not the true owners, were protected, although the advances were obtained by the agent in fraud of the owner. And any advance to the possessor of goods or a bill of lading was made valid to the extent of any lien which the possessor might have against the true owner.

This was the first act of what Mr. Freshfield calls violation of the laws of property, by making one man's goods liable for the debts of another; and it was also the first step towards giving effect (in pledging) to the apparent ownership under a document of title.

In 1825 there was an extension of this violation of property, and of the principle of giving effect to apparent ownership; and the proposition (to use Mr. Freshfield's words, with one important omission and some additions) was distinctly admitted, viz.: That possession of goods or documents of title to goods should constitute a good title in the holder to dispose of them (by pledge or sale) without the knowledge or concurrence, and in fraud of the true owner (provided the holder was entrusted with the goods or documents, and the purchaser or lender had no reason to know or believe that he was not the true owner); and this proposition was carried out in all its parts by the Act 6 Geo. 4, ch. 94, passed on the 6th of July, 1825.

As before the Act of 1823, so after that Act and the Act of 1825, very large transactions of advances on the faith of goods or documents continued to prevail and *daily to increase*. It was so much a necessary part of the commercial system, that it is difficult to say whether it was or was not increased by the protection to pledges which was granted by the Act of 1825.

Much litigation, however, arose both on the construction of the Act, and on the question arising in each particular case how far the *bonâ fide* advancer of money might have notice of the borrower being an agent.

It was felt that the exigencies of commerce required that validity should be given even to transactions with known agents, if *bonâ fide* on the part of the lender, however much the agents might be acting in fraud of the principal; and the demand for this very large extension of the violation of property became so great in 1840, that the Government of that day was induced to take up the matter.

In 1841 a petition was presented to the House of Lords, into which House Lord Clarendon had brought a bill.

The petition was signed by twenty-seven bank directors. It was headed by Messrs. Baring Brothers & Co., and Messrs. N. M. Rothschild & Co., and signed by all the principal merchants, bankers, brokers, and dealers.

I quote it at length, because it will be seen that, although the principle on which it is founded is not so extended as that now contended for, still it is the same principle essentially in its nature:—

"To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled.

"The Humble Petition of the undersigned Merchants, Bankers, and others residing in the City of London.

"HUMBLY SHOWETH,

"That the existing law of principal and factor, founded upon the Act passed in 1825, has for some time been ascertained to fall very short of affording a fair protection to *bonâ fide* advances made upon the security of merchandise or of warrants or other documents of title, and has become a subject of doubt, litigation, and alarm.

"That, since the passing of that Act, the use of documents of title has become almost universal in the City of London, and such documents are in their form as negotiable as bills of exchange or other documents representing money.

"That the admitted benefit of the owners of property, whether resident in England or abroad, from a quick return of their funds, has rendered advances on goods a usual and almost universal course of business, both in London and at the great commercial outports.

"That the lurking danger found to exist in every case of making any advances in the present state of the law, threatens to put a stop to this employment of capital though equally beneficial to the shipper abroad and to the merchant in this country; and the validity of any advances on goods not depending on the possession and apparent ownership, but on the relation between the possessor and some other unknown party, and in many cases on the uncertain and daily varying state of the accounts between them, has long satisfied your petitioners of the absolute necessity of the law on this subject being placed upon a clear and certain basis.

"That your petitioners can see no sound distinction between advances made to an agent who has the possession and control over goods or warrants entrusted to him by the owner, and a payment made by a purchaser upon a sale to the agent so entrusted.

"That your petitioners understand that a sale by an agent is good, whether such sale is or is not authorised, and whether the party dealing with the agent does or does not know him to be an agent, provided such party has no notice of the agent's want of authority.

"That your petitioners also understand that the possession of a bill of exchange, Exchequer bill, or other representative of money entrusted to an agent, gives title to any transfer, though made without the authority of the principal.

"That your petitioners can foresee no real mischief from advances on goods or documents of title being put upon precisely the same footing as purchases from agents, provided there are the same safeguards to the owner which the law affords in case of payments made by purchasers on a sale by an agent.

"That your petitioners respectfully submit, that the distinction between the symbols representing money and those representing goods, if properly examined, will be found to be without any solid foundation.

"That your petitioners are aware that the law which prohibits pledges by an agent has been deemed to be peculiarly for the protection of the foreign merchant; but your petitioners submit that unless the difficulties and dangers be removed, which, under the existing law, attend advances on property, it will be no longer safe to afford the foreign merchant the accommodation of British capital, and the law intended for his protection will prove to be highly to his detriment.

"That your petitioners, on due consideration, are satisfied, that, by legalising advances to an agent (where *bonâ fide* on the part of the lender, and made on the faith of the property), no mischief will be created which does not exist under the present law.

"That your petitioners have been informed of a bill brought into your Lordships' House during the last session by the Right Honourable Earl of Clarendon, and beg respectfully to testify to your Lordships their approbation of the principle of that measure when extended to all property entrusted to a factor.

"Your petitioners therefore humbly pray that your Lordships will be pleased to adopt such measures as to your Lordships' wisdom shall seem meet, for putting the law respecting advances on property on a safe footing, with a view to the general benefit of commerce, and to the interest of all parties concerned therein."

The proposed bill in 1841 was almost as violently opposed by lawyers as the former one had been. Lord Clarendon, then at the Board of Trade, had however become a convert to the necessity of the new law, and Sir Robert Peel, in coming into office, at once adopted and passed the bill in 1842.

It was in the course of the discussions on this measure that persons promoting it became converts to the necessity of putting goods and documents of title to goods (even though acquired by fraud or theft) on the footing of a bank note, or exchequer bill, or other negotiable representative of money.

But no case like *Kingsford* v. *Merry* had then come before the public, because cases of persons acquiring and pledging property by theft or fraud are rare, although cases of agents fraudulently misapplying their principals' property are unfortunately not so.

The whole commercial world were prepared to recognise the principle, that an innocent owner should lose his property if he trusted a dishonest agent.

But I cannot say that even the merchants were at that time prepared (as I think they are now) to carry out a law which shall remove the lurking danger which must always exist in regard to contracts for sales and pledges, unless possession is to make title to a *bonâ fide* purchaser or lender.

It was therefore deemed prudent to accept the bill of 1842, which completed the law which gives validity to a pledge by an agent, however fraudulent, and from a known agent if the pledgee be honest.

I have thus traced the history of the law, because it shows that as the commercial public have from time to time learnt to feel, and the exigencies of commerce have been found to require, that validity should be given to transactions, the Legislature has felt it necessary to disregard the interests of the true owner, or rather to make them subservient to the necessities of commerce; and all that is now asked is to carry out the same principle even to stolen goods.

The Acts of 1842 and 1825 show the sense entertained of the misconduct of an agent who might pledge property entrusted to him, by awarding to the offence the punishment of transportation.

Yet the same Acts undoubtedly increased the facility for the dishonest agent pledging more than the proposed Act will encourage the thief to steal for the purpose of pledging.

It is Mr. Freshfield's argument, that the owner must take the consequences of a misplaced confidence, but that the present is an attempt to deprive the owner not only of possession, but of the legal title to his property, by acts of violence or plunder.

Now, let me ask any dispassionate man whether this is not a mistake of the whole principle and purpose of legislation, and a leading the judgment astray by the use of exaggerated language.

We are not dealing with crime. I will not revolt people's prejudices by arguing that a burglar is not worse than a dishonest agent; but I do argue, that when we are looking at the consequences of legislation, it cannot be denied that the incitement to crime is infinitely greater by giving validity to pledges by dishonest agents than by giving validity to pledges by a burglar or a cheat; and that the true owner who is cheated by misplaced confidence in a dishonest agent has, in reality, a greater grievance than a man who loses possession and title by violence or plunder.

The moral offence of an agent who breaks his trust is almost greater than that of the clerk who steals a warrant.

Now, it is fourteen years since the Act passed of 1842. During those years, though the law has only given validity to pledges by agents entrusted by the true owners, still I venture to say that there was not one merchant in a thousand who doubted, until the discussion arose in *Kingsford* v. *Merry*, that the Act of 1842 had given complete validity to pledges *bonâ fide* made on the faith of a bill of lading or warrant, however acquired by the pawner; and yet *Kingsford* v. *Merry* was the first instance of any pledge being disputed, with, I believe, one exception.

When that case came before the Lord Chief Baron and a special jury, it was assumed by his lordship that to question the title of the *bonâ fide* advancer was to go to the root of all commercial transactions.

Now the importance of this evidence of universal, though mistaken, belief is this:—

Can Mr. Freshfield, or any other supporter of the existing law, show that this universal, though mistaken, belief of the validity of these pledges (however the property or goods might have been acquired) has led to any increase of fraud or theft, or to any discontent on the part of persons who may have been defrauded or robbed of their property?

If not, what reason is there to suppose that (if the law be *actually made*, what all the world *supposed it to be*) there would be any increase of theft or fraud? or that persons lending on the security of goods or documents would be more lax?

On the other hand, now that *it is known* that a person advancing to another *bonâ fide* is not protected unless the borrower is entrusted by some unknown principal, what a field of litiga-

tion may not arise, and what distrust is not thrown on all transactions, however honest!

For it is never to be forgotten, that, if you allow a lurking danger to remain in every case, you affect all honest transactions, and even the merchant who wishes to get advances on his own property is affected.

It is impossible to know who are owners or not, or who are honest or who are not. Mr. Freshfield has helped me by showing instances where men of the most disgraceful character have stood well in the commercial world, and have obtained credit in their frauds because they were supposed to be respectable.

Looking to the immense transactions daily going on—looking to the enormous advances on the security of bills of lading and warrants made by the bankers and merchants—looking to the vast capital which is thereby applied to meet the demands of commerce—looking, on the other hand, to the few instances, comparatively, which arise of theft or fraud, and to the still fewer instances of fraud or theft being committed except from some negligence or folly of the true owner.

Looking to and contrasting these two sides of this question, I confidently repeat the inquiry, on which side is the greater evil? On which of the innocent parties is it most just, and most for the true interest of commerce, that the loss should fall?

Everybody must feel regret that frauds or thefts should ever take place; but do not let us be startled by being told that we are making a retrograde step in the progress of legislation, or that when we are giving validity to a *bonâ fide* advance or purchase, we are giving any license to cheat or steal, or really increasing the laxity of morals, of which, I agree with my friend, the times give too many symptoms.

Allow me also to repeat, that the instances are extremely few in which a theft or cheat can be committed upon an owner without some negligence or fault on his part. If he allows his clerks to steal his warrants, he commits the double fault of not having specially indorsed them, and of not having kept them under his own lock and key. If he trusts a wharfinger, who steals or allows them to be stolen, it is his own fault in not making a better selection.

Even in cases of burglary, there is something like a fault in not having taken greater precaution to exclude the burglar.

I advocate no bill that is to remove from any lender or purchaser the onus of establishing, in the strictest sense, that he made his loan or purchase *bonâ fide*, and without knowledge or reason to suspect that he was not dealing with the true owner. I contend for no new principle, because it has been recognised for centuries, and we have been familiarised with it in the cases of bank notes and other representatives of money.

It is usual to talk of the necessity of not interfering with the negotiability of these money documents. When one looks below the surface, what does this mean except that the course of commerce must not be obstructed by doubts as to the title of the *bonâ fide* taker?

When we consider the immense daily transactions of this country, why should not the same reason apply to the negotiability of goods or documents?

Why should we be frightened from our propriety when it is intended to pass a law which may enable a thief to pledge stolen property for a *bonâ fide* advance, and yet regard as an every-day occurrence the complete validity which is acquired by the *bonâ fide* taker of a bank note, or indorsed bill of exchange, from a thief, even although only taken in payment of an antecedent date?

I wish any means could be devised by which the innocent owner who is defrauded or robbed of his bank note could be saved from loss; but what would be thought of a law, if now passed, which was to give the innocent owner the right to recover back his stolen bank note from an innocent party, who has given good consideration for it?

Whilst we have this established precedent before us, we cannot surely be called upon to admit that, in asking for the same rule to be applied to other things which are as much the subject of commerce as bills of exchange or bank notes, we are violating the first principles of justice, or retrograding in the progress of civilisation?

It is that very progress which makes nearly as large an amount of goods as of money, or its representatives, the subject of daily dealing.

And it is a matter of passing observation that we do not require the check of the true owner's having a right to recover a bank note which is so easily capable of being stolen, though we are desired to continue the same check for the purpose of preventing the theft of goods, which is always so difficult

Again, when it is assumed that we are contending for a new principle, I cannot but think that the principle of what is called market overt has not been sufficiently considered.

In olden times, all sales were made in the market-place, and the seller, though a thief, could give a good title.

In the reign of Henry VIII. a law was introduced to encourage true owners to prosecute thieves; and they were therefore entitled to claim back their property on conviction of the first buyer, if it had not been resold to a *bonâ fide* purchaser.

But this did not apply to the case of a person being defrauded of his goods, who could under no circumstances recover them after a sale in market overt.

In the City of London, every place of business is market overt, and the law has no repugnance to a buyer acquiring title by *bonâ fide purchase* from a thief or cheat; and why, it may be asked, should there be a different rule as to *advances bonâ fide* made?

I quite agree with Mr. Freshfield, that the cases of stolen goods are isolated and of rare occurrence, and, when they occur, of small amount; and it is from that very circumstance that I come to the conclusion, that, by passing the proposed law, you will do little mischief; whilst, on the other hand, you will do inestimable good by putting all *bonâ fide* transactions on a footing of safety.

I quite agree that we shall fall into all sorts of anomaly if we give validity to pledges or sales of *documents of title* to goods, unless we give validity to pledges or sales of *goods themselves*; and the draft bill, which was partly read by Mr. Weguelin, included goods and documents, and both sales and pledges.

I have, then, only one more topic to observe upon, and that is the view taken by Mr. Freshfield, that we ought not to legislate to protect *bonâ fide* advances on genuine documents, because a man advancing may be sometimes cheated with an advance on a document which is forged.

Although Mr. Freshfield has assumed that the merchants are under the prejudice or imperfect idea of what legislation can effect, I cannot pay the meeting of the 19th of January, or the London merchants generally, the *bad* compliment of supposing that they could wish for legislation which is to give validity to a forged warrant, any more than to a forged bank note; and I have already said, that I cannot admit the principle that legislation may not be expedient to meet an admitted grievance, because it cannot extend to meet every grievance to which a lender of money may be exposed.

I believe I have observed more or less on every topic in the letter. I have not had time to condense so much as I could have wished. I have ventured to express my own opinions in a way that may appear decided. I have done so, because I entertain those opinions very strongly, and not to-day for the first time.

But it is, after all, not what one man or another may think, but what may be the feeling of the mercantile and trading community generally, that ought to determine the matter.

To houses like your own, and other houses of large capital, and to many of the Bank directors, who neither borrow nor lend, it may appear, as it does to Mr. Freshfield, that no necessity is shown for a change in the law. But I may be allowed to suggest, that no bill of lading from abroad can necessarily, and under all circumstances, afford a title against an unknown owner abroad, from whom the goods may have been obtained abroad by robbery or fraud; and this obviously affects every merchant in this country; and I must venture respectfully to submit that the feeling already shown clearly indicates that there is a large class of merchants and dealers, and there must be many banks and bankers, to whom it must be of the greatest importance to have the matter settled by a statute, which, whilst it protects the innocent purchaser or lender, must, as far as possible, protect the innocent owner, by giving validity to those transactions only which the buyer or lender may show to have been entered upon in honesty and with due caution.

There is always a source of litigation, if words are used which throw on the *bonâ fide* lender the onus of showing whether due caution has been exercised. But as legislation is only asked to protect and assist the honest lenders, and the borrowers who are borrowing when they have the right to do so, I think that the true owner who is robbed or cheated of his goods has a right to possess, and I should wish that he should possess, an advantage over the innocent lender who is to have the benefit of this new law, made expressly for his protection; and I think this advantage would arise from the words to which I have alluded above.

In conclusion, I may say that I am not insensible that, by extending the law as proposed, there may be some slight *facility*

given to pledges by rogues. But I venture to deny, most emphatically, that the proposed law will be any *encouragement*, or can in any way be construed as giving any *authority*, to steal or cheat.

The law which is asked, I now understand to be intended to be confined to *mercantile* dealings.

The Principal and Factors Act has been construed to apply only to mercantile dealings. I am, Sir, your obedient servant,

GERMAIN LAVIE.

Frederick's Place, 10th February, 1857.

SIR,—Since I addressed you on the 31st ultimo, stating my objections to the alteration in the law as to goods and mercantile documents, proposed at the meeting held at the London Tavern on the 19th ult., I have had an opportunity of seeing the arguments on behalf of the measure, put with all the force of which they are susceptible, in the very able letter addressed to you by Mr. Lavie, dated the 10th instant, and have also learnt how far any answer can be given to the views expressed by me.

I should scarcely have troubled you again on the subject, but there are points in Mr. Lavie's letter which I think require notice, and which I had touched but slightly in my previous communication.

My objections to the measure proposed were, that it was an alteration of the known law, involving a violation of the rights of property, and introduced without necessity.

Now, that it is proposed to make an alteration of the known law, and that it violates the law of property, are self-evident; let us see, then, what is the ground on which it is pressed.

I admitted that a great necessity might warrant even this measure, but I denied in the strongest terms that such necessity existed.

Mr. Lavie frankly admits that the cases to which the new law can apply "are isolated and of rare occurrence, and when they occur of small moment." I take Mr. Lavie's testimony, then, that no necessity exists derived from the number or importance of cases in which mischief has arisen.

But Mr. Lavie urges, as I anticipated, the inconvenience to which *bonâ fide* transactions may be subjected by a doubt thrown on the negotiability of goods and warrants, and he states the question thus:—"Is the evil of having a doubt existing upon the security of every loan, however *bonâ fide*, less than the evil of an owner losing his title to goods by their being pledged by a thief or cheat?"

Now I am not prepared to admit that this, which is a question of right of property, is to be decided upon a bare balance of convenience; and I think that a strong case, amounting to what may be popularly termed a necessity, must be shown to exist for depriving the owner of his goods. Mr. Lavie admits that the case is one of rare occurrence, and of small amount when it does occur; but he argues that this risk, *in minimis*, creates a doubt as to the security of every loan. I have shown the fallacy of this in my former letter.

I have pointed out that causes of comparatively frequent occurrence, and influencing large amounts, do not, practically, so affect confidence as to interfere with the conduct of business.

The doubt excited by the present case has very meagre foundation, and I believe it will have no influence. But whatever influence it has is now at its height, under the excitement that has been produced by newspaper comments and a public meeting. Yet the large money dealers have not ceased to make advances on warrants, nor has business, since the decision of *Kingsford* v. *Merry*, been materially interfered with; so that, if the question were to be decided on the terms of Mr. Lavie's proposition, I say that no such doubt has been thrown upon the security of loans as operates on reasonable men, in the conduct of business; and that the evil apprehended from the doubt is imaginary. I do not undervalue the injury to individuals who may be defrauded; but I have pointed out that they can be indemnified only at the expense of other individuals, equally innocent, and with a better title. But the evil of the new law will not be confined to that of the owner losing his goods. It is proposed to interfere with the great principles of right and wrong, not to be violated without a deep sense of injury to the individual, and without wounding the moral feelings of the community. The evil, therefore, of depriving the owner of his property is not, I think, to be put in the balance with an apprehension and doubt which has not had, and never will have, any practical influence on the trade of the country.

But, further, Mr. Lavie insists that the proposed law will not violate the laws of property in a greater degree than others already in force—viz., the law allowing the negotiability of bills and notes by persons who have fraudulently acquired them; and sales and pledges of goods by agents unauthorised so to deal with them.

I will not stop to inquire if one violation of right ought to be ground for another; because the instances adduced do not render it necessary to raise such a discussion. The cases quoted are not analogous, and offer no excuse for the measure now sought for.

As respects bills and notes, I am surprised to be called on at this day to state the principle of their negotiability. Money, according to the quaint legal maxim, has no earmark. The rule is founded upon its character as a medium of exchange, which does not admit of any discussion of title. Notes are money for internal purposes; bills of exchange are money for international purposes. All are commonly known as *currency* and *circulation*—the terms implying their free and unfettered course, and necessarily excluding all question of title. In one of the earliest known references to money, it is described as "*current* money with the merchant," showing that this idea of free exchange is the original character of money.

But money and bills of exchange differ from goods and the indicia of goods, not only in their original character, but in their purposes. Money is a fixed arbitrary standard of value. One hundred sovereigns, a £100 bank note, a bill for £100, are fixed quantities. The money, the note, and the bill, circulate because the value is fixed; but goods depend on kind, weight, quantity, and quality. They cannot pass, and do not, in fact, pass current, and to apply the rules of currency to them is to confuse, not only terms, but things.

But the main stress of Mr. Lavie's argument is upon the protection afforded by law to persons dealing with agents who exceed their authority; and Mr. Lavie's letter contains a history of what has been done upon that subject. I take the opportunity to repeat, that if ever a case of necessity was made out, it was on that occasion. The City of London teemed with cases of extreme hardship and injustice inflicted on persons who had dealt with agents employed and accredited by the owners of goods, and intrusted by them with all the indicia of property, in a form to preclude the public from knowing or suspecting that the authority of such agents was limited. The intent of the Act of 1825 had been evaded by the courts; and in one case alone, which came under my personal observation, shortly before the alteration of the law in 1842, advances to the amount of £80,000 on goods so circumstanced were sought to be impeached, and losses of great amount were sustained daily, so that business was really interfered with.

Under these circumstances, the merchants applied to Parliament in the year 1841 for relief; and freely signed a petition put before them with that object, without scrupulously weighing its terms. Perhaps some of its promoters then contemplated a wider alteration of the law; but Mr. Lavie properly admits, that the merchants were not, at that time, prepared to carry out an alteration of the law to the extent now proposed.

The law established by the Acts of 1825 and 1842 stands upon this principle; that when the owner of goods intrusts them to an agent, he places in the hands of that agent the power to deal with them. He selects and employs the agent—he accredits him to the world—and it is not just that he should afterwards be allowed to disavow his acts, and produce secret instructions which could not be known to those who dealt with the agent so accredited. But this has no relation to the case of a man whose goods have been taken from him by fraud or theft. In the one case, the possessor of the goods has them by the act and consent of the owner, who has voluntarily clothed him with the apparent power of dealing with them. In the other case, the goods are in the hands of a stranger without the consent of the true owner. It would be a waste of time to enlarge on this subject.

I see no reason, then, to withdraw from the opinions before expressed. I believe the measure to be, in itself, of small practical use in its direct application, and called for by no necessity; but it is a direct attack on one of the great principles on which society is founded—principles which cannot be violated without injury to public morals.

My single reason for troubling you with this second letter was, that I felt bound to state the effect produced on my mind by the arguments officially put forth in support of the measure.

I trust I have done so without offence; and, the whole subject being now before the mercantile community, I here take leave of it. I have the honour to be, Sir,

Your most obedient, humble servant,

JAMES FRESHFIELD, jun.

Bank-buildings, 16th February, 1857.

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, March 9.

DIVORCE AND TESTAMENTARY JURISDICTION BILLS.

The Lord CHANCELLOR, in reply to Lord LYNDHURST, said, that in the present state of Parliament it was not the intention of the Government to proceed further with these bills at present; but they would undoubtedly be re-introduced, with some slight alterations, after thr re-assembling of Parliament.

HOUSE OF COMMONS.

Monday, March 9.

COURT OF CHANCERY (IRELAND) TITLES OF PURCHASERS BILL.—COURT OF CHANCERY (IRELAND) BILL.

The orders on these bills were read and discharged.

BILLS WITHDRAWN.

The ATTORNEY-GENERAL said it was his intention to have introduced a bill with respect to Breaches of Trust, of which there had lately been so many examples by directors of companies. In the present state of affairs it would be idle to proceed with it; but that and another measure relating to Joint Stock Companies would be amongst the earliest which he should introduce, if he had the honour of a seat in the next Parliament.

Tuesday, March 10.

IMPRISONMENT FOR DEBT BILL.

Mr. A. PELLATT, in moving the second reading, stated that when he brought in this bill last session, he quoted a return, from which it appeared that there were 1,098 prisoners for debt in England; in 250 of these cases the debt and costs did not amount to £6; and some of these persons had been in prison forty years. He found that the commitments in London alone were, in 1852, 870; in 1853, 916; in 1854, 1,096, and in 1855, 1,234; showing that the commitments were yearly increasing. Then he found that some of the county court judges committed at the rate of 50 per cent., and some at 25, it apparently depending on the temper of the judge. If a man was fined £5 for an assault and he went to prison instead of paying, the imprisonment cancelled the debt; but that was not the case with regard to ordinary debts. After 50 years experience in business, he could state that he had never received a dividend from the Insolvent Debtors' Court, and he never knew anything got by sending a man to prison. The object of the bill was, that a person who was embarrassed in circumstances should be enabled to go before a judge, give in a list of his creditors and an inventory of his property, and that he should not be liable to imprisonment unless he had been guilty of fraud.

After some conversation, the motion for the second reading was negatived.

Private Bills before Parliament.

HOUSE OF LORDS.

Cornwall Railway Bill—Read a first time, and referred to Standing Order Committee for Tuesday next.

BILLS READ FIRST TIME.

March 9. West London and Crystal Palace Railway.
New Town Pier Harbour and Railway.
Liverpool Town and Dock Dues.

BILLS READ SECOND TIME.

March 6. Cork Consumers' Gas.
Swansea Docks.
" 9. Keith and Dufftown (No, 2) Railway.
South Yorkshire and North Lincolnshire Junction.
Cork and Youghal Railway.
Cornwall Railway Bill
Westminster Improvement. Order for second reading read and discharged. Bill withdrawn.
" 10. Bagenalstown and Wexford Railway. Order for second reading read and discharged. Bill withdrawn.
Liverpool Docks and Birkenhead Docks. Order for second reading read and discharged. Bill withdrawn.
" 11. Southampton, Bristol, and South Wales Railway.
Tralee and Killarney Railway.

BILLS READ THIRD TIME.

Cornwall Railway Bill.
Exeter and Exmouth Railway.
Price's Patent Candle Company.
Whitehaven, Cleator, and Egremont Railway.

REPORTED FROM COMMITTEE.

March 10. Wycombe Railway.
Bedale and Leyburn Railway.
Reversionary Interest Society
Inverness and Nairn Railway.
Peebles Railway Bill.
Electric Telegraph Committee.
Meriton's and Hagen's Sufferance Wharf.

BILLS CONSIDERED AS AMENDED.

March 9. Price's Patent Candle Company.
Exeter and Exmouth Railway.
Whitehaven, Cleator, and Egremont Railway.
Scottish Central Railway.
South Devon Railway.

BILLS PETITIONED AGAINST.

The time has expired for petitioning against all Bills which were read a second time, on the 26th and 27th of February, and the 2nd, 3rd, and 4th of March. The following Bills were petitioned against.

[EXPLANATION.—The first column shows the number of the Bill on the alphabetical list (p. 225); the second column shows the number of Petitions presented against it.]

No. of Bill on List.	No. of Petitions.	No. of Bill on List.	No. of Petitions.
4	4	179	3
73	5	188	5
78	1	200	21
82	2	206	6
37	2	208	5
126	8	212	4
142	4	241	2
181	3		

The Bills which were read a second time on any of the above days, up to the 4th of March inclusive, and which do not appear in the above list, are unopposed, and will be referred to the Chairman of Ways and Means.

Solicitors must bear in mind that petitions against private Bills must be presented not later than seven clear days after second reading; and the dissolution of Parliament will not affect this rule.

SECOND READINGS POSTPONED.

Aldershott Railway	Till March 18
Metropolitan Railway	" 16
Finsbury Park	" 23
Orkney Roads	" 18
Birkenhead District Gas and Water	" 17

COMMITTEE OF SELECTION.—*Friday, March 6.*

Committees appointed to meet on Tuesday, March 17, at 1 o'clock, on the following Bills:—

Name of Bill.	Name of Member.
Chepstow Gas	Mr. Morgan.
Founthorpe and Holm Lacy Bridge	Mr. Booker Blakemore.
Guildford Water	Mr. Mangles.
Margate Water	Mr. Deedes.
Banff, Portsoy, and Strathisla Railway	Mr. Booker Blakemore.
Calcutta and South-Eastern Railway	
East Kent Railway (Extension to Dover)	
Sittingbourne and Sheerness Railway	

Committees appointed for Thursday, March 19, at 1:—

Bridgwater Markets and Fairs	Colonel Tynte.
Islington Parish	Mr. T. Duncombe.
St. Philip's Church, Liverpool	Mr. Horsfall.
Conlston Railway	Mr. Horsfall.
Dartmouth and Torbay Railway	
Forth and Clyde Railway	
Hamilton and Strathaven Railway	
South Durham and Lancashire Union Railway	

N.B. The Chairman of Ways and Means and Mr. Duncan, in all the above cases, sit with the member whose name is placed opposite to the respective Bills.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following alterations in the groups of private Bills already formed:—

GROUP A.—They have withdrawn the Dumbarton Water Bill.

GROUP B.—They have withdrawn the South Shields Gas Bill and Sunderland Gas Bill.

GROUP K.—They have withdrawn the Chester Water Bill and New River Company Bill.

ANALYSIS OF RESOLUTIONS PASSED IN THE HOUSE OF COMMONS

On March 12, respecting private business. The resolutions will be published in full on the dissolution of Parliament.

1. One day's notice must be given in the Private Bill Office, previous to the dissolution, of intention to suspend proceedings in the Commons, or to proceed with Bill if in the Lords.
2. Bill in form required by Standing Order 168, to be deposited not later than seven clear days after the meeting of the new Parliament, with declaration of the agent that it is the same Bill.
3. Bill with agent's declaration to be laid on the table of the House, and to be read a first time and second time, if it has been read a second time in this present Parliament.
4. Bills which have been reported from Committees in the present Parliament, will be ordered to be read a third time, or to lie on the table, when no subscription contract has been entered into.
5. When subscription contracts have been entered into, Committees will inquire and report whether subscription has been withdrawn; and if such subscription has not been withdrawn, clauses will be inserted rendering the same valid.
6. All petitions now presented against Bills will stand referred to Committees.
7. Where time for petitioning against Bills has not expired, seven clear days will be allowed after second reading in next Parliament.
8. All instructions to Committees on private Bills moved in this Parliament to stand good.
9. These resolutions are made into standing orders.

Births, Marriages, and Deaths.

BIRTHS.

BAIRD—On Mar. 7, at 36 Belgrave-road, the wife of John Forster Baird Esq., barrister-at-law, of a daughter.

TRUEFITT—On Mar. 8, at 9 Chalcot-terrace, Regent's-park, the wife of F. Truefitt, Esq., solicitor, of a daughter.

WALTER—On Mar. 5, at Church-row, Limehouse, the wife of A. A. Walter, Esq., solicitor, of a daughter.

MARRIAGE.

COOPER—MILLS—On Mar. 3, at Hove Church, Brighton, by the Rev. Walter Kelly, John Newland Cooper, Esq., solicitor, Brighton, to Miss Emily Mills, of Mills'-terrace, Hove, Brighton.

DEATHS.

CROKE—On Mar. 10, at Richmond, James Croke, Esq., late Solicitor-General for the Colony of Victoria.

FLUKER—On Mar. 4, at Lichfield, at the house of his uncle, James Edward, eldest surviving son of Mr. James Fluker, of Symond's-inn, in his 13th year.

WALKER—On Mar. 3, at his residence in Canterbury, Robert Walker Esq., solicitor, aged 52.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months.

ARNOTT, CHARLES, of West-end, Southampton, Esq., £664 : 6 : 9 Consols.—Claimed by TIMOTHY TYRRELL and BOULTER JOHNSTON BELL, acting surviving executors of CHARLES ARNOTT.

BEAUMONT, Sir GEORGE HOWLAND WILLOUGHBY, Cole Orton-hall, Leicestershire, Bart., £1,084 : 0 : 3 Consols.—Claimed by MARY FRANCES HOWLEY, widow, sole executrix of said Sir G. H. W. BEAUMONT, Bart.

DILLWYN, LEWIS WESTON, of Penlagon, Glamorganshire, Esq., £1,000 Consols.—Claimed by LEWIS LLEWELYN DILLWYN, his acting executor.

DUPUIS, Rev. GEORGE, of Wendlebury, Oxfordshire, clerk, and Rev. JOHN DOLPHIN, of Copford, Essex, clerk, £200 Long Annuities, 80 years.—Claimed by Rev. GEORGE JOHN DUPUIS, clerk, and HARRY DUPUIS, executors of Rev. GEORGE DUPUIS.

GOLDSMITH, PHILIP, Eltham, Kent, labourer, and SARAH GOLDSMITH, his wife, £100 New 3 per cents.—Claimed by said PHILIP GOLDSMITH and SARAH GOLDSMITH.

GREENE, MARTHA, deceased, Bedford-square, widow, £900 Consols.—Claimed by THOMAS GREENE, her administrator.

HARDINGE, HENRY, Woolwich, Esq., £53 : 5 : 3 Consols.—Claimed by said HENRY HARDINGE.

HOWARD, FRANCES, Burlington-street, Bath, spinster, £194 : 16 : 1 Consols.—Claimed by said FRANCES HOWARD.

M'INTOSH, HUGH, Charlotte-street, Bloomsbury-square, Gent., JOHN MORRISON, deceased, Green-st., Leicester-square, baker, and ALEXANDER MACDOUGALL, deceased, Lincoln's-inn, Gent., £525 New 3 per Cents.—Claimed by TIMOTHY TYRRELL, surviving executor of HUGH M'INTOSH, who was the survivor.

OVERMAN, THOMAS WILLIAM, Maldon, Beds, farmer, and SAMUEL POTTER, Wighton, Norfolk, farmer, £239 : 8 : 2 Consols.—Claimed by said THOMAS WILLIAM OVERMAN and SAMUEL POTTER.

POCKLINGTON, CHARLES, Old Change, Butcher, and HARRIET POCKLINGTON, Old Change, spinster, £77 : 13 : 4 Reduced.—Claimed by said HARRIET POCKLINGTON, the survivor.

PRICE, HARRIET, Pwlly Crochon, Wales, spinster, £248 : 18 : 9 Consols.—Claimed by said HARRIET PRICE.

REMNANT, SAMUEL, deceased, High-st., St. Giles's, builder, £2,000 Reduced.—Claimed by JAMES PATTEN, his surviving executor.

STILL, Rev. PETER, Manningford-bruce, Wilts, and THOMAS WALTER STILL, a minor, £47 : 0 : 5 Consols.—Claimed by said THOMAS WALTER STILL, late a minor, the survivor.

STRETTON, Lieut.-Col. SEMPRONIUS, 40th Reg. of Foot, deceased, £100 Reduced.—Claimed by SEVERUS WILLIAM LYNAM STRETTON, his acting executor.

WATSON, JOHN, Pickering, Yorkshire, Gent., and THOMAS CRADOCK, Loughborough, Leicestershire, Gent., £23 : 6 : 11 Consols.—Claimed by said JOHN WATSON and THOMAS CRADOCK.

WELLS, Hon. Lady ELIZABETH, Huntercombe, Maidenhead, widow, £174 : 10 : 6 Reduced.—Claimed by said Hon. Lady ELIZABETH WELLS.

WIGRAM, JAMES, Stone-buildings, Lincoln's-inn, Esq., £82 : 8 : 5 Consols.—Claimed by Right Hon. Sir JAMES WIGRAM, Knight, formerly JAMES WIGRAM, Esq.

Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

DIKE, ELIZABETH (who died in Oct., 1856), Spinster, Westgate-st., Gloucester. Next of kin living at the time of her death, and the legal personal representatives of such as have since died, to come in and prove their claims on or before April 17, at Master of the Rolls' Chambers.

ERNST, PETER (who died in Feb. 1845), Gent., Hackney Wick, Hackney. Next of kin to come in and prove their claims on or before April 15, at Master of the Rolls' Chambers.

GIBBERSON, GEORGE (who died near Barcelona). His next of kin to apply to the Solicitor of the Treasury, Whitehall, London.

THOMPSON, RICHARD, married to Elizabeth (maiden name supposed Hart). They had three children, Frederick Thompson, Edward and Maria Thompson; all living in Dover 1825 to 1835. Their next of kin to apply by letter to — Manière, Esq., solicitor, 31 Bedford-row, London.

YORK, WILLIAM, late of Twyford-street, Caledonian-road, in the county of Middlesex. Next of kin to apply to H. R. Reynolds, Esq., Solicitor for the Affairs of Her Majesty's Treasury, Treasury-chambers, Whitehall.

Money Market.

CITY, FRIDAY EVENING.

During this week dulness has uniformly prevailed in the Money Market and on the Stock Exchange. The English Funds have varied very little. The whole week shews a decline of about ¼ per cent. Foreign securities have also shewn little variation in price. In the course of the week there have been considerable arrivals of gold from Australia, of which by much the larger part is destined for the Bank of France. Money has been in active demand at full rates both in Lombard-street and at the Bank of England. From the Bank of England return for the week ending the 7th March, 1857, which we give below, it appears that the amount of notes in circulation is £18,827,165 being an increase of £230,435, and the stock of bullion in both departments is £10,310,496 shewing a decrease of £33,219, when compared with the previous return.

Intelligence was received on Thursday from India and China by the Overland Mail. It did not communicate anything important from China of later date than previously received, but these advices stimulate the drain of silver from this country. About £700,000 will be taken out in the next packet.

Great flatness prevails in many departments of trade. The chief cause of this suspension of active operations is the unexpected derangement of political affairs by the war in China, and the vote thereon adverse to the Government. Attention is for the moment directed to the next Parliament, and the Ministry that is to be. An opinion had been formed, and was gaining strength, that pecuniary difficulties in commercial affairs were giving way to better circumstances. Various opportunities for profitable employment of capital, and also a sufficient supply of money, were present, or appeared near. Some immediate relief from taxation was also looked for. Hopes were entertained of a wise and economical public expenditure. It was believed we were, or shortly should be, at peace with all the world. The prospect of an increasing trade was certain. Under this favourable view, reliance upon a prosperous year possessed the mind of the trading classes. Much of this prospect of affairs is for the present disappointed. Disappointment produces inactivity; and the probability of more money being demanded for war is likely to prove a substantial obstacle to that relief from taxation which has been so generally demanded.

The debates in Parliament shew very strongly a necessity for lessening the estimates of public expenditure, but if the Chinese war continues, and takes a larger field of operations, relief from war taxes cannot be had. On the other hand, certain branches of trade will derive additional activity from war. The transport service will again be revived, and the rate of freight, and the amount of insurance to and from the East, will advance.

The day of retrenchment must be postponed, and this with other measures of importance, must be left for the new Parliament, and for the management of a Government which shall combine the powers of more than one or two men of ability: a Government strong enough not to shrink from the performance of its duties in Parliament, willing to bring forward measures of commercial law reform, and able to preserve its measures from the consequences of so-called amendments, the success of which often appears to stultify the authors of the bill under consideration, and to nullify its effect, or lead to its being delayed till another session.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 7TH DAY OF MARCH, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	24,098,045	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,623,045
		Silver Bullion	...
	£24,098,045		£24,098,045

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,678,516
Rest	3,786,603	Other Securities	19,535,196
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	8,137,341	Notes	5,270,880
		Gold and Silver Coin	687,451
Other Deposits	9,955,504		
Seven day & other Bills	739,595		
	£37,172,043		£37,172,043

Dated the 12th day of Mar., 1857. M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	...	222	222	...	...
3 per Cent. Red. Ann.	shut	shut	...	...	...	...
3 per Cent. Cons. Ann.	93¼ ⅜	93⅝ ⅜ ¼	93¼ ⅜	93¼	93¼ ⅜	93¼
New 3 per Cent. Ann.	shut	...	...	...	...	...
New 2½ per Cent. Ann.	...	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	shut	2⅝	...	...	...	...
Do. 30 yrs. (exp. Oct. 10, 1859)	shut	...	...	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 yrs. (exp. April 5, 1885)	shut	...	...	...	...	...
India Stock	...	...	...	...	...	...
India Bonds (£1,000)	...	par	...	...	2. pm.	2s. dis.
Do. (under £1,000)	...	par	1s. pm.	...	...	...
Exch. Bills (£1,000)	3s. pm.	3s. pm.	3s. pm.	3s. pm.	3s. pm.	par
Exch. Bills (£500)	...	3s. pm.	3s. pm.	3s. pm.	3s. pm.	par
Exch. Bills (Small)	...	par	3s. pm.	4s. pm.	4s. pm.	par
Exch. Bills. Advertised	5s. dis.	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	98⅝	98⅝ ⅜	98⅝	...
Exch. Bonds, 1859, 3½ per Cent.	...	...	...	98⅞ ⅜	98⅝	98½

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	91 x d	90½ x d	91 x d	...	...
Caledonian	...	69⅞	69⅝ 70	69⅝ ½	69⅝	70½
Chester and Holyhead	38½	37½ ⅜	37⅝	37⅝	37½ 8	37½
East Anglian	...	19⅝ ½	19½	19⅝ ⅜	...	19½
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	100 99½	98½	99	98½	...	...
Edinburgh and Glasgow	...	56½	...	...	...	...
Edin., Perth. & Dundee	...	...	36⅝ 7½	36⅝	36⅝	37
Glasgow & South Western	...	...	...	...	...	...
Great Northern	95½ 6 5	96⅛	95⅝ ⅝	96½	97 5	95⅝
Gt. South & West. (Ire.)	...	...	...	109	...	...
Great Western	68½ x d	68½ x d	68⅝ x d	68½ x d	68⅝ x d	63⅛
Lancashire & Yorkshire	102⅝ 2	101⅝	101⅝	101⅝	101½ ⅜	101⅜
Lon., Brighton, & S. Coast	109½ 9	108⅞	109	108⅝	108⅝ ½	108
London & North Western	105⅛ xd	104⅝ xd	105½ xd	104½ xd	104⅜ xd	104⅝
London and S. Western	105½ 4⅛	104⅝ ⅜	104½	104⅜ 4	104⅝	104⅜
Man., Shef., and Lincoln	37⅝ 8	...	37½ 7	36⅝ ⅜ ⅝	37½ 7	37
Midland	82½ x d	81½ x d	81⅝ x d	81½ x d	82 x d	...
Norfolk	...	...	...	56½ 7	56⅝	57
North British	47 6	45½ 6	46	46 5⅛	45⅛	46
North Eastern (Berwick)	85⅝ x d	85 x d	85½ x d	84½ x d	84⅝ x d	84½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	30⅝ ⅜	30⅝	31 30	...	30⅝ ½	30
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	27½	...	27½	...	...
Shropshire Union	...	...	...	...	50	...
South-Eastern	...	74⅝ x d	75 x d	74½ x d	74½ x d	74⅝
South-Wales	86½ x d	86 x d	86 x d	86½ x d	85½ x d	...

London Gazettes.

TUESDAY, *March* 10, 1857.

NEW MEMBERS OF PARLIAMENT.

City of Glasgow.—Walter Buchanan, Esq., Merchant, Glasgow, *vice* John MacGregor, Esq., who has accepted the Stewardship of the Manor of Northstead.—*March* 7.

County of Sussex—Eastern Division.—Henry North Holroyd, commonly called Viscount Pevensey, *vice* Charles Hay Frewen, Esq., who has accepted the Stewardship of the Chiltern Hundreds.—*March* 9.

County of Londonderry.—James Johnston Clarke, of Largantocher, in the county of Londonderry, Esq., *vice* Thomas Bateson, Esq., who has accepted the Stewardship of the Manor of Hempholme.

LONDON COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

RADCLIFFE, JOHN ALEXANDER, 8 Delahay-st., Westminster.—*March* 3.

Bankrupts.

TUESDAY, *March* 10, 1857.

COLLIS, BENJAMIN, Draper, Bishops Stortford, Herts. Mar. 19, at 1, and April 23, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Mardon & Prichard, Newgate-st. *Pet.* Mar. 7.

HEALEY, CHARLES, Wholesale Clothier, Manchester. Mar. 24, and April 27, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Stead, Princess-st., Manchester. *Pet.* Mar. 2.

MEYER, MAURICE, & SIGISMUND SECKEL (Meyer & Co.), General Merchants, 30 Newgate-st. Mar. 24, at 11, and April 21, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld, *Sol.* Hewitt, 6 Nicholas-la. *Pet.* Mar. 6.

ROBINSON, CHARLES, Masonic Jeweller, 138 Strand. Mar. 25, at 1, and May 2, at 11; Basinghall-st. *Com.* Goulburn. *Off Ass.* Nicholson. *Sol.* Flux, Moira-chambers, 17 Ironmonger-la. *Pet.* Mar. 9.

SMITH, DANIEL, Apothecary and Surgeon, 2 Harriet-st., Sloane-st., Chelsea. Mar. 21, at 1, and April 21, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Nichols & Clark, 9 Cooks-ct., Lincoln's-inn. *Pet.* Mar. 9.

TAYLOR, JOHN, Auctioneer, Sheffield. Mar. 21, and April 25, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Hoole & Yeomans, Sheffield. *Pet.* Mar. 7.

TAYLOR, ROBERT (R. Taylor & Co.), Draper, Sunderland. Mar. 20, and April 24, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Sudlow & Co., Bedford-rw., London; or Hodge & Harle, Newcastle-upon-Tyne. *Pet.* Mar. 5.

TWEEDALE, WILLIAM, Grocer, Ashton-under-Lyne, Lancashire. Mar. 24, and April 21, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Rowley & Son, Manchester. *Pet.* Mar. 6.

WHITE, WILLIAM JOSEPH, & LACY BATHURST, Drapers and Silk Mercers, Regent-st. Mar. 20, at 12.30, and April 24, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Reed, Landford, & Marsden, 59 Friday-st., Cheapside. *Pet.* Mar. 9.

WILSON, WILLIAM, & HENRY WILSON, Bookbinders, 19 Foley-pl., Portland-pl. Mar. 20, and April 24, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Preston, 9 Carey-st., Lincoln's-inn. *Pet.* Mar. 2.

FRIDAY, *March* 13, 1857.

BROWNING, BENJAMIN, Victualler, St. Peter, Hereford. Mar. 27 and April 17, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sols.* Pritchard, Hereford; or Suckling, Birmingham. *Pet.* Mar. 3.

CATTERTON, JAMES, & MOSES CATTERTON, Millers and Bakers, Horncastle, Lincolnshire. Mar. 25 and April 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Chambers, Lincoln. *Pet.* Mar. 6.

COWAN, JOHN (Cowan & Co.), Cheesemonger, Newcastle-upon-Tyne. Mar. 24, at 11, and April 29, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Watson, Newcastle-upon-Tyne; or Harwood, 10 Clement's-la., Lombard-st. *Pet.* Mar. 3.

DAY, RICHARD KEMSLEY, Fuel Manufacturer, 87 Bermondsey-st., Southwark. Mar. 24 and April 23, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Mar. 11.

DYER, HENRY, Cabinetmaker, 9 Castle Mill-st., Bristol. Mar. 30 and April 28, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Trenerry, Bristol. *Pet.* Mar. 11.

FOA, OCTAVE, Merchant, 55 Old Broad-st. Mar. 30, at 12.30, and May 2, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Crowder, Maynard, & Co., 57 Coleman-st. *Pet.* Mar. 10.

GOODING, WILLIAM SMITH, Tailor and Draper, Manchester. Mar. 23 and April 22, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Boote & Jellicorse, Manchester. *Pet.* Mar. 11.

KING, JAMES, Commission Agent, Manchester. April 2 and 23, at 1; Manchester. *Off. Ass.* Hernaman. *Sol.* Rowley, Manchester. *Pet.* Mar. 10.

LEWIS, GEORGE, Innkeeper, Cwmbach, Aberdare, Glamorganshire. Mar. 30 and April 27, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Abbott & Lucas, Albion-chambers, Bristol; or Hobbs, Bristol. *Pet.* Feb. 25.

MITCHELL, NATHAN (Mitchell Brothers & Co.), Merchant, Leeds. Mar. 30, at 12, and April 27, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Barr & Nelson, Leeds. *Pet.* Feb. 16.

RUSSELL, THOMAS, Master of Arts and Schoolmaster, late of Osney-house, Oxford, now of 17 Peter's-hill, Doctors-commons. Mar. 24, at 2, and April 21, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Lawrence, Plews, & Boyer, Old Jewry-chambers. *Pet.* Mar. 10.

SMART, GEORGE ELIJAH, Victualler, Telegraph Tavern, Lyncombe and Widcombe, Bath. Mar. 30 and April 27, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Hellings & Son, Bath. *Pet.* Mar. 3.

SPILSBURY, GEORGE, Builder, Wolverhampton. Mar. 27 and April 17, at 11.30. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Smith, Wolverhampton; or Knight, Birmingham. *Pet.* Mar. 10.

STRAUS, LEOPOLD (Straus Brothers), Corn, Seed, and Flour Merchant, 37 Fenchurch-st., London, and 21 Rue de Bouloi, Paris. Mar. 24, at 2.30, and April 23, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Piercey & Hawkes, 2 Three Crown-sq., Southwark. *Pet.* Mar. 11.

WILLIAMSON, GEORGE, Woollen Manufacturer, Stair Mill, Crosthwaite, Cumberland. Mar. 27, at 11, and April 29, at 1; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Hall, Keswick; Watson, Royal Arcade, Newcastle-upon-Tyne; and Tatham & Procter, 10 Lincoln's-inn-fields. *Pet.* Mar. 10.

BANKRUPTCY ANNULLED.

TUESDAY, *March* 10, 1857.

GEORGE, CHARLES, Grocer, Weston-super-Mare, Somersetshire. Mar. 5.

MEETINGS.

TUESDAY, *March* 10, 1857.

ANDERTON, WILLIAM NAYLOR, Merchant, Kingston-upon-Hull. April 1, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

BARKER, ISAAC, Draper, Scarborough. April 7, at 11; Leeds. *Com.* Ayrton. *Last Ex.*

BARNES, HENRY, Wine and Spirit Merchant, Winchester. April 2, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

CLARKE, JOSEPH HENRY, Hatter, Leicester. April 21, at 10.30; Nottingham. *Aud. Accs. & Dir.*

CLEMENS, RICHARD NATTLE, Tailor and Draper, Liskeard, Cornwall. Mar. 26, at 1; Exeter. *Com.* Bere. *Last Ex.*

CONSTANTINE, JAMES, Cotton Spinner, Scout, Newchurch, Rossendale, Lancashire. Mar. 31, at 12; Manchester. *Com.* Jemmett. *Aud. Accs. & Div.*

DENT, WILLIAM, Lead Merchant, 21 Newcastle-st., Strand. April 2, at 1.30; Basinghall-st. *Com.* Evans. *Div.*

HODDER, EDWIN JOHN, Grocer, Birmingham. April 1, at 11.30; Birmingham. *Com.* Balguy. *Aud. Accs. & Div.*

JENKINS, EDWARD, Draper, Birmingham. April 1, at 11; Birmingham. *Com.* Balguy. *Aud. Accs. & Div.*

OLDHAM, JOHN, Currier, 36 Long-acre. April 1, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

PHILLIPS, WILLIAM, Builder, Wallingford, Berks. Mar. 31, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

ROBERTS, GEORGE, Draper, Stamford. April 21, at 10.30; Nottingham. *Com.* Balguy. *Aud. Accs. & Div.*

SHOVE, DAVID, Tallow Chandler and Melter, Croydon. April 1, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

STRAHAN, WILLIAM, Sir JOHN DEAN PAUL, Bart., & ROBERT MAXIM BATES, Bankers, 217, Strand, also as Navy Agents (Halford & Co.), 41 Norfolk-st., Strand. April 4, at 11; Basinghall-st. *Com.* Evans. *Prf. debts*, sep. est. of each.

TYSON, WILLIAM, Corn and Flour Dealer, Liverpool. April 22, at 11; Liverpool. *Com.* Perry. *Div.*

TURNER, JAMES, Oil and Grease Merchant and Ship Broker, Newcastle-upon-Tyne. Mar. 24, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *By adj.* from Mar. 4. *Last Ex.*

VARTY, THOMAS, & EDWIN HENRY OWEN, Publishers, 31 Strand. Mar. 31, at 11.30; Basinghall-st. *Com.* Fonblanque. *Dir.* sep. est. of Owen.

FRIDAY, *March* 13, 1857.

ADKIN, ROBERT, Builder, Queen's-rd., Notting-hill, Kensington. April 3, at 1; Basinghall-st. *Com.* Fane. *Div*

BALDING, EDWARD, Speenhamland, Speen, Berks. April 3, at 1.30; Basinghall-st. *Com.* Fane. *Dir.*

BARWICK, ROBERT, Shipowner, Sunderland. Mar. 26, at 12.30; Newcastle-upon-Tyne. *Com.* Ellison. *Last Ex.*

BRAGGIOTTI, DOMENICO, & PAUL TESTA (D. Bragiotti, Testa, & Co.), Merchants, 32 Lombard-st., also at Brussels (P. Testa & Co.). Mar. 26, at 11; Basinghall-st. *Com.* Evans. *Choice of Assignees in room of Sir Edward Pack Barber and Philip Akerman, who have resigned.*

DANFORD, SAMUEL, Money Scrivener, Battersea-fields, and George-yd., Lombard-st. April 3, at 1.30; Basinghall-st. *Com.* Goulburn. *Dir.*

FEARIS, GEORGE, Draper, 4 & 5 Lambeth-wk., Surrey. April 4, at 12; Basinghall-st. *Com.* Evans. *Dir.*

GADSDEN, ROBERT, Cement Manufacturer, Millwall, All Saints, Poplar. April 3, at 11; Basinghall-st. *Com.* Fane. *Dir.*

GLOVER, JAMES, Publican, The Swan, Thames Ditton, Surrey, and late of Blue Posts Tavern, Haymarket. Mar. 24, at 12; Basinghall-st. *Com.* Fonblanque. *By adj.* from Feb. 10. *Last Ex.*

HAMMOND, WILLIAM PARKER, Shipowner, Scott's-yd., Bush-la. Mar. 24, at 1; Basinghall-st. *Com.* Fonblanque. *By Adj, Last Ex.*

HARBEN, CHARLES HENRY, Wholesale Cheesemonger, Goulstone-st., High-st., Whitechapel, and Carlton-hill-vils., Camden-rd., Holloway. April 3, at 1; Basinghall-st. *Com.* Goulburn. *Dir.*

JOHNSON, WALTER ROBERT, Merchant, Adelaide-chambers, Gracechurch-st., & EDMUND GWYER, jun., Insurance Broker, 52 Gracechurch-st. (Johnson & Gwyer). April 3, at 11; Basinghall-st. *Com.* Fane. *Div.* joint est.

JOYCE, WILLIAM, Engineer, Greenwich. April 4, at 12; Basinghall-st. *Com.* Evans. *Div.*

KNIGHT, JOHN PETER, Hop and Seed Merchant, Hibernia-chambers, Southwark, and Kent Brewery, York-st., Pentonville. April 6, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

M'BURNIE, ROBERT, Grocer, Wetherby, Yorkshire. April 3, at 11; Leeds. *Com.* West. *Div.*

MEEKE, JOSEPH, Draper, Sheffield. April 4, at 10; Sheffield. *Com.* West. *Div.*

MESSITER, NATHANIEL, Banker, Frome. April 9, at 11; Bristol. *Com.* Hill. *Dir.*

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Mar. 25, at 12; Basinghall-st. *Com.* Fonblanque. *By adj.* from Mar. 10. *Last Ex.*

PEIRSON, SAMUEL, Ironmonger, 1 Sun-st., Bishopsgate-st. Without. April 3, at 2; Basinghall-st. *Com.* Holroyd. *Div.*

PETO, JOHN, & JOHN BRYAN,, Army Contractors, 8 & 9 Dacre-st., Westminster, and of Liverpool, and of Willow-walk, Bermondsey. April 3, at 2; Basinghall.st. *Com.* Fane. *Dir.*

REYNOLDS, JOSEPH JAMES, Mining and Share Broker, 21 Threadneedle-st. April 4, at 11; Basinghall-st. *Com.* Fane. *Dir.*

RODGER, THOMAS, Grocer, Attercliffe cum Darnall, Yorkshire. April 4, at 10; Sheffield. *Com.* West. *Div.*

SMITH, EDWARD, Baker, Isleworth. April 3, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

SMITH, MATTHEW, Steel Manufacturer, Sheffield. April 4, at 10; Sheffield. *Com.* West. *Div.*

VAN RAALTE, JOSEPH, jun., Importer of French Goods, 4 Gloucester-ter., St. John's-rd, Hoxton. Mar. 25, at 1.30; Basinghall-st. *Com.* Fonblanque. *By adj.* from Mar. 10. *Last Ex.*

WILLIAMS, ALFRED, & WILLIAM MAJOR HOLLAND, Wholesale Grocers, Duncan-st., Leman-st., Whitechapel. April 3, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

DIVIDENDS.

TUESDAY, *March* 10, 1857.

DEE, WILLIAM HENRY, Plumber, Rose-cresct., Cambridge. Second, 4½*d. Edwards*, 1 Sambrook-ct., Basinghall-st; Mar. 11, and three subsequent Wednesdays, 11 & 2.

GAUKROGER, TITUS, & JAMES GAUKROGER, Cotton Spinners, New-bridge, and Lord Holme Mills, Hebden-bridge, Halifax. Third, 1 $\frac{9}{16}$*d. Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 2.

LOWE, WILLIAM ROBINSON, Manufacturing Chemist and Druggist, Wolverhampton, Staffordshire. First, 5*s. Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 & 3.

OSTLER, JOHN, Merchant, Kingston-upon-Hull. First, 1*s.* 6*d. Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 & 2.

PARSONS, ISAAC, Printer, Rye, Sussex. First, 3*s. Edwards*, 1 Sambrook-ct., Basinghall-st.; Mar. 11, and three subsequent Wednesdays, 11 & 2.

RHEAM, EDWARD, Currier and Leather-seller, Kingston-upon-Hull. First, 3*s.* 6*d. Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 & 2.

SANDERSON, EDWARD RHEAM, Seed Crusher, West Kinnald Ferry, Lincoln. First, 7½*d. Carrick*, Quay-st. Chambers, Hull; any Thursday 11 & 2.

SEMMONS, WILLIAM, Draper, Redruth. First, 3*s.* 7*d. Lee*, 20 Aldermanbury; Mar. 11, and three subsequent Wednesdays, 11 & 2.

FRIDAY, *March* 13, 1857.

BARROW, THOMAS, Innkeeper, Ashton-under-Lyne. Further div. 11½*d. Hermaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

CLARKE, JOHN, 10 New Cavendish-st., Portland-pl., and 37 Upper Marylebone-st. First, 5½*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

EDENBOROUGH, JOHN, THOMAS CHITTENDEN, & THOMAS BARTLETT, Warehousemen, Queen-st., Cheapside, & Manchester. Second, 7½*d.* sep. est. of Chittenden. *Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

HALDANE, JOHN, Corn-factor, Leeds. First, 4*s.* 6*d. Young*, 5, Park-row, Leeds; any day except Wednesdays and Saturdays, 11 & 2.

HALL, GEORGE, Hat Manufacturer, Lothbury. First, 2½*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

HOPE, CHARLES DOUGLAS (Hope & Co.), Publisher and Bookseller, 16 Great Marlborough-st., 127A, Regent-st., & 33 Lansdown-rd. North, Notting-hill. First, 6*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

IRLAM, BARTON, & JONATHAN HIGGINSON. Fourth, 6*s.* 8*d.* sep. est. of Higginson. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 & 2

LOWE, JOHN, Merchant, Manchester. First, 3*d. Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.

MACKENZIE & COTTON, Machine Makers, Leeds. Second, 4*d. Young*, 5 Park-row, Leeds; any day except Wednesdays and Saturdays, 11 & 2.

MARTYR, JAMES, Ironmonger, Union-st., Borough. Second, 2½*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

PEAKE, FREDERICK, & JOHN JILLINGS, Drapers, Honiton, Devon. Second, 9¾*d.* joint est.; and Second 0¾*d.* sep. est. of Peake. *Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

RICHARDSON, JOHN, Stationer, Whitby. First, 10*d. Young*, 5 Park-row, Leeds; any day, except Wednesdays and Saturdays, 11 & 2.

ROUGEMONT, GEORGE (Rougemont, Brothers), Merchant, Broad-st.-bldgs. Fifth, 1½*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

STUART, WILLIAM CHARLES, Tailor, Cambridge. First, 6*s.* 3*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

TICKELL, HENRY RIMINGTON, Brewer and Hop Merchant, 75 Mark-lane and Roydon, Essex. Second, 3*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

TOMKINSON, THOMAS, Wood Turner, Salford. First on new prfs. 11*d. Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *March* 10, 1857.

BALL, GEORGE, Plumber and Glazier, New Lenton, Nottinghamshire April 21, at 10.30; Nottingham.

BERESFORD, GEORGE, Carver and Gilder, 4 Portsmouth-st., Lincoln's-inn-fields, and 19 Wych-st., Strand. April 1, at 1.30; Basinghall-st.

BURCH, WILLIAM, Last and Boot Tree Maker, 2 and 3 Back-hill, Hatton-garden. April 1, at 12.30; Basinghall-st.

CANTRILL, THOMAS, Railway Grease Manufacturer, 4 Rivers-ter., York-rd., King's-cross. April 3, at 11; Basinghall-st.

CROWTHER, EDWARD, Merchant, Manchester. April 3, at 1; Manchester.

DAVIS, RICHARD, sen., Coal Master, West Bromwich, Staffordshire. April 9, at 10.30; Birmingham.

DEEKS, GEORGE, Auctioneer, 6 Pembridge-villas, Westbourne-grove, Bayswater. April 2, at 11; Basinghall-st.

FOSTER, WILLIAM, Timber Merchant, Birmingham. April 2, at 10.30; Birmingham.

GLADSTONE, JOHN, jun. (J. Gladstone, jun. & Co.), Ironfounder, Liverpool. April 2, at 11; Liverpool.

GODDARD, EDMUND, Provision Dealer, 103 London-wall, 3 Old Jewry, 161 Fenchurch-st., and 17 Aldgate-st. April 1, at 12.30; Basinghall-st.

HOPE, HENRY AUGUSTUS, Hay Salesman, 60 West-st., Smithfield, and 13 Oxford-rd., Islington. April 1, at 2; Basinghall-st.

MORLEY, JOHN, Joiner and Builder, Nottingham, and Sneinton. April 21, at 11.30; Nottingham.

VERNON, JOHN, Iron Ship Builder, Low Walker, Northumberland. April 7, at 11.30; Newcastle-upon-Tyne.

VON DADELSZON EDWARD, Metal Broker, Liverpool. April 1, at 11; Liverpool.

WALKER, JAMES, Scrivener, Arundel. April 2, at 12.30; Basinghall-st.

WOOTTON, JAMES, Builder, Oxford-st., Leicester. April 21, at 10.30; Nottingham.

FRIDAY, *March* 13, 1857.

BUCKLAND, WILLIAM, Corn Merchant, Ealing April 3, at 11; Basinghall-st.

GEE, EDWARD, Corn Dealer, Blackrod, Wigan, Lancashire. April 6, at 12; Manchester.

HARBUT, JOSEPH, Licensed Victualler, Portswood, South Stoneham, Southampton. April 4, at 12; Basinghall-st.

HARDACRE, THOMAS, Mercer, Settle, W. R. of Yorkshire. April 3, at 11; Leeds.

HOULDSWORTH, JOHN, Builder, Sheffield. April 4, at 10; Sheffield.

JONES, WILLIAM BURROW, Pastry Cook, 5 St. Augustine's-parade, Bristol. April 20, at 11; Bristol.

LAWRENCE, THOMAS SQUIRE, Bone and Artificial Manure Merchant, late of 2 Ingram-ct., Fenchurch-st., now of 2 Sutherland-st, Walworth. April 3, at 1; Basinghall-st.

MURRAY, JOHN, Coal Merchant, Middle-wharf, Great Scotland-yd. April 3, at 12; Basinghall-st.

SOWDEN, SAMUEL BREAR, Sharebroker, Leeds. April 3, at 11; Leeds.

THOMPSON, CHARLES HAMMOND, Common Brewer, Conisbrough, Yorkshire. April 4, at 10; Sheffield.

WILLIFORD, WILLIAM, Wine and Spirit Merchant, Scarborough. April 3, at 11; Leeds.

WREN, JOHN, & EDMUND WREN, Iron Bedstead and Bedding Manufacturers, late of 232 Tottenham-ct.-rd., now of 11 & 12 Charlotte-mews, Fitzroy-sq. April 4, at 11; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *March* 10, 1857.

ANDERTON, WILLIAM NAYLOR, Merchant, Kingston-upon-Hull. Mar. 4, 3rd class; to be suspended for three years from Mar. 4, with no protection for six calendar months—and when allowed to have no effect as regards the bankrupt's property or person in respect of a debt of 471*l.* 5*s* due to Mr. H. Thompson of Nafferton.

DAVIES, FREDERICK READ, Auctioneer, 42 Union-st., Plymouth. Mar. 2, 2nd class.

DELIANSON, GEORGE CLARK, Newspaper Vendor, 198 Strand, and Fieldgate-st., Whitechapel. Feb. 20.

FOLKARD, JOHN BAXTER, Tailor, 69 Jermyn-st., Westminster. Mar. 2, 3rd class; to be suspended for twelve months from Dec. 1, 1856.

GWILLIAM, GEORGE, Wheelwright, Leeds-st., Liverpool. Mar. 2, 3rd class.

LANSLEY, DAVID, Publican, Black Horse Inn, Kingsmead-sq., Bath. Mar 5, 2nd class.

LEYLAND, JAMES, Beer-seller, College-st., St. Helen's, Lancashire. Mar. 3, 3rd class; to be suspended for two years from Mar. 2, without protection.

MARE, FRANCIS, GEORGE KEEN, & EDMUND JOHN EARDLEY MARE (J. E. Mare & Co.), Ironfounders, Plymouth. Mar. 2, 1st class.

OVERTON, WILLIAM, Builder, Leamington Priors, Warwickshire. Mar. 9, 2nd class.

PARKER, ALEXANDER SMITH, Draper, 9 Buckland-st., Plymouth. Mar. 2, 2nd class; to be suspended for six months from Mar. 2.

WREN, GEORGE, Builder, Batteaford, Lincolnshire. Mar. 3, 3rd class.

FRIDAY, *March* 13, 1857.

ASQUITH, DAN, Innkeeper, Halifax, Yorkshire. Mar. 6, 2nd class.
BAKER, BENJAMIN, Dairyman, Combe Down, Monckton Combe, Somersetshire. Mar. 9, 1st class.
CLAY, JOHN, Ale and Porter Merchant, South Shields. Mar. 10, 2nd class; subject to suspension till Feb. 20, 1858.
COTCHING, JOHN, Farmer, Hale, Weston, Huntingdon. Mar. 6, 2nd class.
FLETCHER, RICHARD BRIERLEY, Cotton Spinner, Shaw Edge, Crompton, Lancashire. May 22, 1856, 3rd class; after suspension of three months from Feb. 21, 1856.
HALDANE, JOHN, Corn Factor, Leeds. Mar. 6, 3rd class.
JONES, JOHN, Draper, Aberystwith, Cardiganshire. Mar. 10, 2nd class.
NICHOLLS, FRANCIS, Merchant, 5 Thornhill-cres., Islington. Mar. 6, 1st class.
SAGAR, OATES, Manufacturer, Stonefold Mill, Haslingden, Lancashire. Mar. 5, 1st class.
SHAW, HENRY, Worsted Spinner, Halifax. Mar. 6, 2nd class.
STEPHENS, JOHN PROUT DAVIS, Wine Merchant, 4 Brabant-ct., Philpot-la. Mar. 4, 2nd class.
TIPPLE, JOHN HOWES, Wholesale Shoe Manufacturer, Norwich. Mar. 6, 3rd class.
WARD, FREDERICK HEIGHINGTON, Tallow Chandler, 19 High-st., Whitechapel. Mar. 6, 2nd class.

CERTIFICATE ANNULLED.
TUESDAY, *March* 10, 1857.

WILLIAMS, GEORGE, Draper, Ebbw Vale, Newport, Monmouthshire. Mar. 5.

Insolvents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.
TUESDAY, *March* 10, 1857.

ABBOTT, GEORGE EDWARD, Saddlers' Ironmonger, 25 Gt. St. Andrew-st., Seven Dials. Mar. 25, at 11. *C. Com.* Law.
ANDREW, JOHN MANN, Beer Retailer, Masons' Arms Beer-shop, 2 Francis-pl., Pool-st., New North-rd., Hoxton. Mar. 25, at 10. *Com.* Murphy.
AUSTIN, SAMUEL HENDERSON, Clerk to a Wine Merchant, 1 Printers-pl., Bermondsey. Mar. 25, at 10. *Com.* Murphy.
BEGBIE, CHARLES, Attorney-at-Law, 33 Essex-st., Strand, and 12 Gt. Ormond-st. Mar. 25, at 10. *Com.* Murphy.
BROWN, EDWARD, Journeyman Bookbinder, 11 Skinner-st., Meredith-st., Clerkenwell. Mar. 26, at 11. *Com.* Phillips.
CASTLETON, FREDERICK THOMAS, Grocer's Assistant, 14 Park-rd., Clapham. Mar. 25, at 10. *Com.* Murphy.
CLARE, JOHN, Agent to the General Life and Fire Assurance Company, 19 King's-row, Bedford-row. Mar. 25, at 10. *Com.* Murphy.
DOWSE, CHARLES JOHN, Second Captain Royal Artillery, Eastbourne, Sussex. Mar. 26, at 11. *Com.* Phillips.
FORD, JAMES, Carrier, 121 Aldersgate-st. Mar. 25, at 10. *Com.* Murphy.
GRIST, GEORGE, Zinc Worker, 49 Jamaica-st., Commercial-rd. East. Mar. 25, at 11. *C. Com.* Law.
HOWE, GEORGE, Draper's Assistant, 139 & 140 High-st., Southwark. Mar. 25, at 10. *Com* Murphy.
JENNINGS, JOHN, Tailor, 156 Sloane-st., Chelsea. Mar. 25, at 11. *C. Com.* Law.
POOLE, WILLIAM, Assistant to a Clothier, 39 Herbert-st., New North-rd., Hoxton. Mar. 26, at 11. *Com.* Phillips.
SEARLE, JAMES, Carman, 91 Milton-st., Finsbury. Mar. 25, at 10. *Com.* Murphy.
SINCLAIR, ROBERT, sen., Boot and Shoe Maker, 172 Upper Whitecross-st., St. Luke's. Mar. 25, at 10. *Com.* Murphy.
WALTHAM, JAMES, Coal Merchant, 35 Brooksby-st., Liverpool-rd., Islington. Mar. 26, at 11. *Com.* Phillips.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.
TUESDAY, *March* 10, 1857.

COLLINS, STEPHEN, Importer of Funeral Horses, 6 Parker-st., Westminster, Mar. 24, at 10. *Com.* Murphy.
EDWARDS, WILLIAM, Clerk, and Assistant Chaplain to the Wandsworth House of Correction, Wandsworth-com., Surrey. Mar. 25, at 11. *C. Com.* Law.
KAY, JOHN, Cheesemonger, 13 Morton-rd., Belgrave-rd. Mar. 24, at 10. *Com.* Murphy.
M'LEAN, JOHN, Tailor, and Ward Beadle to the Ward of Farringdon Without, 135 Fetter-la., Fleet-st. Mar. 24, at 10. *Com.* Murphy.
STEVENS, WILLIAM HORREX (sued as W. Horise Street), Oil and Colourman, 84 & 85 Snow's-fields, King-st., Borough. Mar. 25, at 11. *C. Com.* Law.

PETITIONS *to be heard at the* COUNTY COURTS.
TUESDAY, *March* 10.

ASBURY, HENRY, Ironmonger, Bridge-st., Cambridge. Mar. 16, at 10; Cambridge.
BAINES, RICHARD, Painter, 96 Dale-st., Hulme, Manchester. Mar. 30, at 12; Manchester.
BEVAN, JOHN, Ironmonger, 16 Carr-st., Swansea. Mar. 25, at 10; Swansea.
CANN, WILLIAM CLEER, General Commission Agent, Harleston, Norfolk. Mar. 17, at 11; Harleston.
CROMPTON, JAMES, 38 Dalton-st., Hulme, Manchester. Mar. 30, at 12; Manchester.
FALLOWS, PETER HEWITT, 35 Castle-st., Kirkdale, Liverpool. Mar. 17, at 12; Liverpool.
GRIFFITHS, JOHN CHRISM, Assistant to a Surgical Instrument Maker, 6 Pembroke-st., Bristol. April 1, at 10.30; Bristol.
HARGREAVES, CHARLES, Tailor, 26 Slater-st., Liverpool. Mar. 17, at 12; Liverpool.
HOPKINS, WYNN HENRY, Journeyman Cabinet Maker, Great Northern-st., Huntingdon. Mar. 24, at 3; Huntingdon.
KILLINGBACK, SAMUEL, Fowl Dealer, Pockthorp, Norwich. Mar. 21, at 10; Norwich.
LEWIS, THOMAS, Licensed Victualler, Star Public-house, Cefn Cribbur, Tythegstone, Glamorganshire. Mar. 20, at 10; Bridgend.
SCOTT, WILLIAM, Boot and Shoe Maker, 30 College-st., Swansea. Mar. 25, at 10; Swansea.
TAYLOR, JAMES, Innkeeper, Longsight, Manchester. Mar. 30, at 12; Manchester.
THOMAS, REBECCA COLES, Lodging-house-keeper, 1 Clifton Wood, Bristol. Mar. 25, Bristol. *By adj.* from Nov. 27.
WATSON, SAMUEL, Cabinet-maker, 21 Talbot-st., Erskine-st., Liverpool. Mar. 17, at 12; Liverpool.

FRIDAY, *March* 13, 1857.

BEALE, JAMES HENRY, Hair Dresser, Ventnor, Isle of Wight. Mar. 27, at 10; Newport.
BEARD, WILLIAM, Coach Builder, Witham, Essex. April 6, at 12; Maldon.
BROOKING, EDWARD, Commission Agent, Gilwell-st., Plymouth. May 6, at 11; East Stonehouse.
CALTON, ANDREW NANCE, Tailor, 2 Russell-st., Landport, Southampton. Mar. 26, at 11; Portsmouth.
DAVIS, WILLIAM, Retail Brewer, High-st., Brierley-hill, Staffordshire. Mar. 30, at 10; Stourbridge.
DYSON, GEORGE OBADIAH, Boot and Shoe Maker, High-st., Kimbolton, Huntingdon. Mar. 25, at 10; Saint Neots.
GRIFFITHS, GEORGE FRANCIS, Grocer, 47 Carlton-st., Brighton. Mar. 21, at 10; Brighton.
HALL, HARRY, Tailor, Gibb, Littleton Drew, Wilts, Mar. 25, at 11.30; Chippenham.
HARLEY, JULIA, widow, out of business, Club-gardens, Sheffield (late of Angel-st, Sheffield, Dealer in Millinery). April 1, at 12; Sheffield.
JOHNSON, THOMAS WILLIAM, Engineer, Sheer Hulk Tavern, on the Hard, Portsea. Mar. 26, at 11; Portsmouth.
JUPE, JOHN, Journeyman Whitesmith, at Lawrence's, Water-la., Winchester. Mar. 17, at 11; Winchester.
MARTIN, JAMES, out of business, Solleshunt D'Arcy, Essex. April 6, at 12; Maldon.
MILLARD, WILLIAM, jun., Hat & Cap Manufacturer, 19, Philip-st., Bath. Mar. 27, at 11; Bath.
PARRY, WALTER GEORGE, Builder, Emily-pl., Charlton Kings, Gloucestershire. April 8, at 10; Cheltenham.
PEARCE, WILLIAM, jun., Grocer, Park-row, Bristol. April 29, at 10.30; Bristol.
ROGERS, JAMES, Dealer in Malt, South-st., Emsworth, Warblington, Southampton. Mar. 26, at 11; Portmouth.
SCHMITNAGEL, GERHARD JOSEPH, Clock and Watch Maker, 2 Avenue, Old Steine, Brighton. Mar. 21, at 10; Brighton.
WATERHOUSE, WILLIAM DRAKE, Beerhouse Keeper, Thomas-st., Broomhall-st., Sheffield. April 1, at 12; Sheffield.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.
TUESDAY, *March* 10, 1857.

ANKETT, JOHN, out of business, 179 Edward-st., Brighton (formerly of 3 Cheapside, Brighton, Grocer). Mar. 24, at 12; Lewes.
BENTINCK, CHARLES, out of business, 3½ Western-st., Brighton (formerly of 25 Osborne-st., Cliftonville, Hove, Fly Proprietor). Mar. 24, at 12; Lewes.
WOODHOUSE, WILLIAM CREASEY, Baker, Spalding, Lincolnshire. April 7, at 12; Lincoln.
THOMAS, MARY, Widow, and Innkeeper, South Wales Inn, High-st., Swansea. Mar. 25, at 11; Swansea. *By adj.* from Feb. 25.
TILLY, WILLIAM, Saddler, Tarrant-st., Arundel. Mar. 24, at 12; Lewes.

MEETINGS.
TUESDAY, *March* 10.

BRANSCOMBE, GEORGE WILLIAM, New Buildings, Gandy-st., Exeter. Mar. 24, at 10; Exeter. *Div.*
GLOVER, GEORGE, Plumber, Hemel Hempstead, Hertfordshire. April 2, at 11.30; Basinghall-st. *Com* Evans. *Div.*
LAWTON, THOMAS (sued with Martha, his wife), lately a prisoner for debt in the Castle of York. Mar. 31, at 12; at the Old George Inn, Leeds, To consider how and where his estate and interest in certain copyhold dwelling-houses, &c., at Halton, shall be sold.
LAWTON, MARTHA, lately a prisoner for debt in the Castle of York. Mar. 31, at 12; at the Old George Inn, Leeds. To consider how and where her equity of redemption in certain copyhold dwelling-houses, &c., at Halton, shall be sold.
WOLF, ARON, Jeweller, 5 North Bridge, Exeter. Mar. 24; Exeter. *Div.*

FRIDAY, *March* 13.

MARSON, THOMAS, File Maker, Bell-st., Darlaston. Mar. 30, at 10; Walsall. *Div.*

DIVIDENDS.
TUESDAY, *March* 10, 1857.

At PROVISIONAL ASSIGNEE'S OFFICE, 5 PORTUGAL-ST., *between* 11 *and* 3.

BURLAND, WILLIAM ELIJAH, Bonnet Shape Maker, 9 Crown-st., Finsbury-sq. 8s.
HENTSCH, WILLIAM, Surgeon, 23 Laurie-ter., Westminster-rd. 3s. 10½d.
LLOYD, THOMAS, out of business, 1 Chapel-ter., Harlesden-green, Willesden. 1s. 0½d.
MARTIN, HERVEY, Town Traveller to a Trimming Manufacturer, 38 Noel-st., River-ter., Islington. 3s. 3d.
STEVENS, GEORGE, Cheesemonger, 78A, Tottenham-ct.-rd. 9½d.
WESTON, WILLIAM, Licensed Victualler, Birch-Tree Publichouse, Great James-st., Hoxton. 6s. 6½d.

Assignments for Benefit of Creditors.

TUESDAY, *March* 10, 1857.

ANDERSON, EDWARD, Builder and Limeburner, South Shields, Durham. Feb. 21. *Trustees*, R. Cassels, Sawyer, J. Fraser, Painter, and J. T. Philips, Grocer, South Shields. *Sol.* Medcalf, North Shields.
CASHMAN, EDWARD, Tailor, Dover. Feb. 21. *Trustee*, W. Holtam, jun., Woollendraper, Dover. Indenture lies at office of W. Jacobs, Town Wall-st., Dover.
FREEMAN, THOMAS, Farmer and Miller, Woodford Mills, Northamptonshire. Feb. 25. *Trustees*, J. Rogers, Gent., Clapton-hall; J. Freeman, Coal Merchant, Ringstead, Northamptonshire. *Sol.* Archbould, Thrapston.
LAKEMAN, JOHN NELDER, Innkeeper, Modbury, Devon. Feb. 20. *Trustees*, R. Toms, Gent., J. Webber, Merchant, Modbury. *Sol.* Savery, Modbury.
LAW, CHARLES HENRY, Bookseller, 131 Fleet-st. Feb. 12. *Trustees*, W. Aylott, Bookseller, Paternoster-row; G. Bell, Bookseller, Fleet-st. *Sol.* Dalton, 9 King's Arm-yd., Moorgate-st.
SNOWBALL, ROBERT, Miller, Wolsingham, Durham. Feb. 24. *Trustees*, W. Oughtred, Corn Merchant, Stockton-on-Tees; T. Gill, Farmer, Redworth, Durham. *Sol.* Wetherell, Durham.
TREMLETT, HENRY ERWIN, Tailor, 6 Edgar-bldgs., Bath. Feb. 12. *Trustees*, J. Chaffey, Woollen Merchant, Queen-st., Cheapside; J. M'Alpin, Woollen Merchant, Bread-st., Cheapside. *Sol.* Slack, Manvers-st., Bath.

FRIDAY, *March* 13, 1857.

BARBER, CHARLES JOHN, & WILLIAM CLINTON DRAPER, Shoe Manufacturers, Norwich. Mar. 4. *Trustees*, J. B. Berrington, Merchant, 2 Cannon-st. West; R. Harrison, Warehouseman, Milk-st., Cheapside. *Sols.* Miller, Son, & Bugg, Norwich.

BAROTTE, BENJAMIN, Innkeeper, North Walsham, Norfolk. Mar. 3. *Trustees*, F. Parmeter, Brewer, Repham, Norfolk; J. H. Underwood, Wine and Spirit Merchant, Norwich. *Sol.* Bircham, Reepham.

BEVAN, THOMAS, jun., Grocer, Brecon. Feb. 27. *Trustees*, J. Handley, Miller, Brecon; H. O. Wills, Tobacconist, Bristol. *Sols.* Leman & Humphrys, Baldwin-st., Bristol.

BRAITHWAITE, JOHN, Draper, 150 King's-rd., Chelsea. Feb. 27. *Trustees*, J. Pearce, Warehouseman, Waterloo House, Cockspur-st.; S. Copestake, Warehouseman, Bow Church-yard. *Sol.* Sanford, 5 John-st., Adelphi.

BUNTING, NORTON, Grocer and Draper, East Rudham, Norfolk. Feb. 28. *Trustees*, G. L. Coleman, Linendraper, Norwich; C. J. Bream, Grocer, Norwich. *Sols.* Miller, Son, & Bugg, Norwich.

DUNNELL, JOHN, & FREDERICK DUNNELL, Wine Merchants, Wenlock-rd., Hoxton, and Chesterfield, Derbyshire. Feb. 27. *Trustees*, W. Graham, Distiller, 114 Saint John-st., Clerkenwell; J. Boord, Distiller, Bartholomew-close; J. Dunnell, sen., Gent., 61 Acacia-rd., St. John's-wood. *Sol.* Cross, Staple-inn.

EDMONDS, DAVID, Grocer, Merthyr Tydfil. Mar. 7. *Trustees*, T. J. Pearce, Grocer, Merthyr Tydfil; C. E. Matthews, Provision Merchant, Merthyr Tydfil. *Sol.* Smith, Merthyr Tydfil.

EDWARDS, RICHARD, Draper, Frodsham, Cheshire. Mar. 3. *Trustees*, P. Ormrod, Draper, Runcorn; R. Bradley, Merchant, Manchester. *Sol.* Harrison, Frodsham.

FLOWERS, WILLIAM, Merchant's Clerk, Upton-on-Severn, Worcestershire (late of Longton, Worcestershire, Innkeeper). Mar. 4. *Trustees*, G. Clarke, Wine Merchant, Upton-on-Severn; S. George, Tallow Chandler, Upton-on-Severn. *Sol.* Sewell, Upton-on-Severn.

HORSFIELD, JOHN MORELL, Chemist and Druggist, Prestwich, Lancashire, Feb. 16. *Trustees*, J. Woolley, Druggist, Manchester; J. Arnold, Wholesale Grocer, Manchester. *Sol.* Sutton, 16 Marsden-st., Manchester.

JAMES, CHARLES, Leather Seller, 189 Mile End-rd., Middlesex. Jan. 29. *Trustee*, S. Morris, Leather Seller, 67 Cannon-st. West. *Sol.* Randell, 5 Laurence Pountney-la.

SMITH, ELIJAH, Grocer, Middleton, Lancashire. Feb. 23. *Trustees*, W. Dunkerley, Wholesale Grocer, Manchester; J. Moss, Corn Merchant, Manchester. *Sol.* Brookes, Swan-ct., Manchester.

SMITH, HENRY, Boot and Shoe Maker, 5 & 6 Stepney-rents, Hackney-rd. Feb. 17. *Trustees*, T. Layland, Leather Seller, 108 High-st., Shoreditch; E. Jones, Whip Manufacturer, 2 Stepney-rents, Hackney-rd. *Sol.* May, 2 Princes-st., Spitalfields.

WINN, JOHN, Gas Fitter, Charlotte-st., Blackfriars. Feb. 15. *Trustees*, J. Butterfield, Licensed Victualler, Union-st., Southwark; T. W. Allport, Clerk, 40 Grosvenor-pk. North, Camberwell. *Sol.* Hill, 3 Salisbury-st., Strand.

Partnerships Dissolved.

TUESDAY, *March* 10, 1857.

ANDERSON, THOMAS, & MATTHEW ANDERSON (J. Anderson & Sons), Merchants, Newcastle-upon-Tyne, and 65 Old Broad-st., London. Mar. 3.

BARNES, GEORGE, & JOHN EDWARDS LIBERTY (G. Barnes & Co.), Wine Merchants, 62 Lincoln's-inn-fields. Debts received and paid by Barnes. Mar. 9.

BEADNELL, WILLIAM, & WILLIAM HUSBAND, Jet Ornament Manufacturers, Scarborough. Debts received and paid by Beadnell. Mar. 3.

BECKINGHAM, EDMUND ELMES, & JOHN ANDREW WILLIAMS (J. A. Williams & Co.), Corn and Provision Merchants, Newport, Monmouthshire. Mar. 5.

BOARDMAN, PETER, & THOMAS PENNINGTON BOARDMAN (Boardman & Son), Tailors and Drapers, now at St. Helens, Lancashire, but formerly of Liverpool. Debts received and paid by P. Boardman. May 1, 1856.

BROWN, HENRY, & MATTHEW HENRY BROWN, Auctioneers, &c., Coventry, Warwickshire. Mar. 4.

CHADWICK, CHARLES, & WILLIAM SLATER, Linendrapers, Bridlington-quay, Bridlington. Debts received and paid by Chadwick. Mar. 5.

CROSSLEY, HENRY, & JAMES CROSSLEY (Crossley & Son), Carriers and Leather Sellers, Church-st., Deptford. Mar. 25, 1856.

CROSSLEY, HENRY, & THOMAS CROSSLEY, Pawnbrokers, 5 Manchester-bldgs., Holloway, and 66 & 67 Blackheath-hill, Greenwich. Mar. 25, 1856.

DOWNING, RICHARD, sen., RICHARD DOWNING, jun., & EDWARD DOWNING (Downing & Sons), Surgeon Dentists, 9 Eldon-sq., Newcastle-upon-Tyne. Mar. 4.

GIBBS, CHARLES ALEXANDER, & ALEXANDER GIBBS, Artists in Stained Glass, 32 Allsop-ter., New-rd., St. Marylebone. Debts received and paid by C. A. Gibbs. Feb. 28.

HOPEWELL, GEORGE, & WILLIAM NORMAN, Joiners and Builders, Basford, Nottinghamshire. Debts received and paid by Hopewell. Mar. 7.

LIVESEY, EDWARD, & JOHN LIVESEY, Nurserymen and Seedsmen, Leyland, Lancashire. Debts received and paid by E. Livesey. Mar. 4.

MILVAIN, HENRY, & GEORGE HARFORD, Sail Cloth Manufacturers, Newcastle-upon-Tyne, Gateshead, Durham. Debts received and paid by Milvain. Feb. 26.

NORTON, WILLIAM SHIELD, WILLIAM SIMMONS, & THOMAS WARD, jun., Ironfounders, Furnace-hill, Sheffield; as regards Ward. Sept. 19, 1856.

PARTON, HENRY, & JOSEPH KINGSNORTH PARTON, Millers, Maidstone. Debts received and paid by J. K. Parton. Nov. 1, 1856.

RAPER, JOHN, & CHARLES WITTY (Raper & Co.), Soda Water Manufacturers, North Frodingham, Yorkshire. Dec. 22, 1856.

RHODES, JOHN, CHARLES CARR, & WILLIAM CARR, Coal Miners and Workers, Birstal, Yorkshire. Debts received and paid by Rhodes. Oct. 5, 1856.

ROBINSON, THOMAS, & JOHN ELSTOB HUTTON, Commission Agents and Ship Brokers, West Hartlepool, Durham. Mar. 6.

SMITH, MATTHEW, & GEORGE BELL (M. Smith & Co.), General Smiths, Swalwell, Durham. Debts received and paid by Smith. Mar. 7.

STOCKS, MICHAEL, JAMES FRANKLIN, & FREDERIC BLACKALL JERVIS, Attorneys and Solicitors, Halifax. Mar. 2.

SUDBURY, JOHN, SAMUEL WRIGHT, & ALFRED WILLIAM LINSELL (Sudbury, Wright, & Co.), Engineers and Brassfounders, Halstead, Essex. Mar. 3.

TERRY, WILLIAM, Woolstapler, Dudley-hill, Yorkshire; ELIZABETH TERRY, Widow (Adminx. of John Terry); & JOSEPH COOPER, Maltster, Drighlington, Yorkshire (Terrys & Cooper), Sykes Colliery. Mar. 3.

THOMPSON, GEORGE BLUNDELL, & EDWARD KILPATRICK (Thomson, Son, & Co.), Corn Factors, Liverpool. Feb. 28.

FRIDAY, *March* 13, 1857.

BAILEY, SPENCER, & WILLIAM SPALL, Veterinary Surgeons, Oldham, Lancashire. Debts received and paid by Bailey. Feb. 28.

BROADBENT, SQUIRE, THOMAS DYSON, JONAS GLEDHILL, & JOHN TURNER (Broadbent & Co.), Stonemasons, Sowerby-bridge, Halifax; as regards T. Dyson. Feb. 3.

CRISTALL, WILLIAM, & HENRY CRISTALL, Shipbreakers, Rotherhithe-st., Rotherhithe. Mar. 12.

CROSS, PALMER, & FREDERICK WHITAKER, Ship Smiths, North Woolwich-rd., Essex. Jan. 26.

DICKINSON, WILLIAM, jun., & ROBERT EUSTACE WHITNEY, Drapers, Shrewsbury. Debts received and paid by Dickinson. Feb. 17.

HAYWARD, JAMES, & FREDERICK FELLOWS (Hayward & Co.), Brewers, Wokingham, Berks. Nov. 26.

HILL, JAMES, & JOHN LADDS, Bricklayers, Chipping Barnet, Hertfordshire. Debts received and paid by Ladds. Mar. 6.

HODGE, WILLIAM, HENRY HODGE, SAMUEL HODGE, & THOMAS HODGE (Hodge Brothers), Seed Crushers, Kingston-upon-Hull. Mar. 9.

HORTON, GEORGE, & CHARLES LEAVER, Jewellers, Hockley, Birmingham. Debts received and paid by Leaver.

JEX, EDWARD, & JOHN TILL, Fish Salesmen, Billingsgate-mkt. Mar. 10.

LOVERSEED, JOHN, & FREDERICK LOVERSEED, Excavators, Nottingham. Debts received and paid by J. Loverseed. Mar. 11.

LYDE, GEORGE FIFOOT, EDWARD LYDE, & PHILIP STONE (Lyde Brothers & Stone), Salesmen and Commission Agents, 24 Wine-st., Bristol; as regards G. F. Lyde. Mar. 6.

MASON, THOMAS, & WILLIAM TURNER, Cotton Spinners, New Mills, Offcote, Derbyshire. Debts received and paid by Mason. Mar. 9.

PRESTON, JABEZ, ADOLPHUS BAKER, GEORGE BAKER, & JAMES PRESTON, Hop Merchants, 10 & 11 Counter-st., Southwark. Debts received and paid by A. Baker and G. Baker. Mar. 11.

REEVES, THOMAS, sen., WILLIAM FRANCIS REEVES, & THOMAS REEVES, jun. (Reeves & Sons), Stone and Marble Masons, Lorrimore-rd., Walworth; as regards T. Reeves, sen. Mar. 10.

SHAW, SAMUEL, & CHARLES ANDREW, Cotton Spinners, Springhead, Saddleworth, Yorkshire. Jan. 24.

THOMPSON, JAMES, & GEORGE ABLITT, Farmers, Culpho, Suffolk. Mar. 10.

VAN SANTEN, H. S., & R. D. HEARN, Liverpool. Mar. 6.

WILSON, THOMAS, EDWARD MORGAN, & HENRY NICKISSON SMITH (T. Wilson, Son, & Morgan), Stationers, 103, 104, & 105 Cheapside; as regards T. Wilson. Mar. 13.

Creditors under Estates in Chancery.

TUESDAY, *March* 10, 1857.

BASSETT, ELIAS (who died in April, 1856), Gent., Lantwit Major, Glamorganshire. Creditors to come in and prove their debts on or before April 3, at V. C. Kindersley's Chambers.

GIBSON, ALFRED (who died in Dec., 1856), Great St. Helen's, London. Creditors to come in and prove their debts on or before Mar. 24, at V. C. Wood's Chambers.

SKELMERSDALE, EDWARD LORD (who died in April, 1853). Claimants to come in and prove their claims on or before April 15, at Master of the Rolls' Chambers.

FRIDAY, *March* 13, 1857.

BAKER, BENJAMIN (who died in Dec. 1855), Lieut.-Col. Madras Army' Britannia-sq., Worcester. Creditors and incumbrancers to come in and prove their debts on or before April 16, atV. C. Stuart's Chambers.

BUSHELL, MARGARET (who died in Jan. 1856), Southport, Lancashire. Creditors to come in and prove their debts on or before April 18, at the Master of the Rolls' Chambers.

DIKE, ELIZABETH (who died in Oct. 1856), Spinster, Westgate-st., Gloucester. Creditors to come in and prove their debts on or before April, 17, at the Master of the Rolls' Chambers.

EMERY, THOMAS (who died in Jan. 1830), Tanner, Derby. Creditors and incumbrancers to come in and prove their claims on or before April 20, at V. C. Stuart's Chambers.

GRYLLS, HUMPHRY MILLETT (who died in April, 1834), Helston, Cornwall. Creditors to come in and prove their debts on or before April 15, at V. C. Wood's Chambers.

JODRELL, RICHARD PAUL HASE, Esq. (who died in Nov. 1855), Childwickhall, St. Alban's. Creditors to come in and prove their debts on or before April 3, at the Master of the Rolls' Chambers.

PARMITER, JAMES (who died in Feb. 1854), Yeoman, Chaldon Herring, Dorset. Creditors to come in and prove their debts on or before Mar. 28, at V. C. Wood's Chambers.

PELHAM, JABEZ (who died in Jan. 1857), Solicitor, Arbour-sq., Stepney. Creditors to come in and prove their debts on or before Jan. 15, at the Master of the Rolls' Chambers.

UNDERWOOD, EDWARD (who died at Madras, on Sept. 16, 1856), Captain in the Mercantile Marine, Albion-st., Hyde-park (formerly of Sydney, New South Wales). Creditors to come in and prove their debts on or before Nov. 2, at V. C. Stuart's Chambers.

WHITMORE, CHARLES BLANEY CAVENDISH (who died in Oct., 1856), Clerk, Stockton-rectory, Salop. Creditors to come in and prove their claims on or before April 15, at the Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *March* 10, 1857.

GENERAL INDEMNITY INSURANCE COMPANY.—V. C. Wood, on Feb. 28, ordered this Company to be dissolved.

MINERAL COURT MINING COMPANY.—The Master of the Rolls will proceed, on Mar. 16, at 12, at his Chambers, to settle the list of contributories.

FRIDAY, *March* 13, 1857.

SECURITY MUTUAL LIFE ASSURANCE SOCIETY.—V. C. Kindersley will proceed on Mar. 27, at 1, at his Chambers, to settle the list of contributories

Scotch Sequestrations.

TUESDAY, *March* 10, 1857.

M'LACHLAN, WILLIAM, & JOHN M'LACHLAN, Coach-builders, Stirling, Mar. 17, at 1, Hendry's Star Hotel, Stirling. *Seq.* Mar. 3.

SYMINGTON, WILLIAM, Commission Agent, Darnley-ter., Glasgow, and Ponfeigh-pl., Carmichael. Mar. 17, at 1, Clydesdale Hotel, Lanark. *Seq.* Mar. 7.

FRIDAY, *March* 13, 1857.

BUIK, ANDREW, Flax Dresser, Dundee. Mar. 20, at 1, British Hotel, Dundee. *Seq.* Mar. 9.

ORME, JAMES (J. ORME & Co.), Bonded and Free Store Keeper, 20 Howard-st., Glasgow. Mar. 17, at 2, Globe Hotel, George-sq., Glasgow. *Seq.* Mar. 6.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, MARCH 21, 1857.

THE REGISTRATION REPORT.

The Report just issued by the Commission to inquire into the registration of titles is one of the most important documents that has challenged the criticism of lawyers for many years. To form a conclusive opinion as to all the details embraced by this comprehensive project, will require a more careful study of the proposed measures than the short time which has elapsed since the completion of the Report has enabled us to devote to it. At a future time we propose to enter into a careful examination of the scheme, in which we hope to receive the assistance of those among our subscribers who have given their attention to the complicated question of registration. It is very desirable that the opinion of the profession should be distinctly elicited; and with this view we shall be most anxious to give publicity to the opinions which may be entertained by our professional brethren, and to derive from them all the light which they can throw upon a question of such peculiar difficulty. For the present we shall content ourselves with indicating the general character of the Report, and the broad principles by which the Commissioners appear to have been guided in the performance of the duty intrusted to them. In one respect, we have no hesitation in according to the Report unqualified praise. It is an essentially practical document. Notwithstanding the temptations which the subject of inquiry presented, and the extensive nature of the changes proposed, the Commissioners have looked at the question as men of business, and have set their faces against all visionary projects which threatened to sacrifice practical facility to theoretical perfection and fanciful uniformity.

The problem submitted to the Commission is fairly stated by them to be this—"By what means, consistently with the preservation of existing rights, can we now obtain such a system of registration as will enable owners to deal with land in as simple and easy a manner, as far as the title is concerned, and the difference in the nature of the subject-matter may allow, as they now can deal with moveable chattels or stock? No one doubts that it would be a great benefit to the proprietors of land if they were able to convey it with the same facility as the owners of ships, or of stock, or of railway shares can now assign their property in any of them. But the question is—can this be accomplished? and if so, how?" We think, too, that most persons will admit the correctness of the Commissioners' observation, that if land had always been registered and transferred like stock, no one would think of imposing on its present proprietor the harsh and unnecessary burden of furnishing, before he could part with a single acre, a detailed history of every transaction relating to the property for sixty years; and that the real difficulty is not so much in determining what would be best *à priori*, as in applying a new principle to an old state of things which has become prejudicial to the interests of society. Not that the principle, in a large point of view, is altogether new; for just as the old feudal notions of tenure were based upon the idea of having the freehold always filled by one capable of performing the feudal duty of defence, so, as was aptly remarked by one of the witnesses, the modern commercial spirit equally requires an owner capable of fulfilling the duties demanded by the present state of society, that is, of dealing with land as a free transferable element of national wealth. We are glad to perceive that the Commissioners have not strained the theory of the assimilation of the transfer of land to that of stock further than it will bear, and have kept clearly in view that it is only the documentary title for which the register can be a substitute, and that the investigation of the identity of parcels must continue, with no further change than will be afforded by such regulations as may be made to ensure the careful description of the land, as well by appropriate words, as by annexed plans. The Commissioners have also, in theory, fully recognised the absolute necessity of preserving the facility which is now enjoyed of raising money by means of a deposit of deeds. We reserve to a future occasion the consideration whether their proposed enactments are the best that could be devised for this purpose; our object at present being to point out the spirit in which they have worked, and the aims they have proposed to themselves, rather than to discuss the sufficiency of the provisions which they suggest for giving them effect.

The main objects which they propose to themselves, and which they assure us that their plan will accomplish, are these:—To get rid in course of time of the expense and delay occasioned by retrospective investigations of title—to avoid the accumulation of documents and consequent complication which would result from the registration of assurances—to preserve the private affairs of individuals from disclosure—to facilitate the raising of temporary loans—to assist partial or complete alienation without disturbing existing interests or interfering with the rights of settling property enjoyed under the present law—and to give to such owners as may produce the necessary evidence a parliamentary or indefeasible title, at the same time protecting interests that may have escaped discovery by entitling them in such case to compensation at the hands of Government.

Several preliminary questions had to be settled before a detailed plan could be framed. The first was, whether registration should be compulsory or voluntary, which the Commissioners decide in favour of a voluntary system on two unanswerable grounds; one, that a compulsory system would involve great danger to imperfect titles by arousing dormant claims, and the other, that the sudden establishment of so vast a system would overpower the efforts of the best staff of officers in the world. It followed at once, from the same principles, that an investigation followed by the grant of a parliamentary title, could not be made the universal rule, and must be confined to those who should voluntarily submit to the nece sary conditions for the sake of adding a large percentage to the selling value of their property.

Another question was, whether the registry of legal ownership would be compatible with due protection to beneficial interests, and this question the Commissioners resolve in the affirmative, on grounds which we shall hereafter examine in detail. We have always considered this as the hinge on which the feasibility of registration turns, and it is a topic which deserves a fuller investigation than our space at present will allow. Another moot point was, whether the registry should be metropolitan or provincial; and, after entering fully into the considerations on both sides, the Commission came to the

conclusion, which we have before advocated, viz., that there should be a central office in London, and that local registries should be established in connection with it. On another point, the Report contains a recommendation which will, we believe, conduce to the interests, and meet with the approbation, of the profession, viz., that solicitors (as is the case with almost all other agents, including their professional brethren in Scotland) should receive, as part of their remuneration, a commission on the value of the property dealt with.

The following extract from the Report shows that this delicate question has been fairly and honestly treated:—"The changes we propose for the transfer of land, without materially altering the nature or extent of the more important services rendered by the solicitor, or the professional superintendence and responsibility involved, will interfere with those particular processes to which the courts have thought fit almost entirely to attach the solicitor's right to remuneration. If, therefore, it is considered desirable to continue to prescribe by law a scale of remuneration for conveyancing business, it would seem right that an opportunity should be given for reconsidering the whole subject of solicitors' fees with reference to conveyancing. The services of solicitors will be necessary in the conveyancing transactions contemplated by the measure we propose, and reliance must still be placed upon their honour and character in performing the important duties and incurring the responsibilities which will still attach to every transfer."

No one, we think, can doubt that a remuneration based in part, at least, on a per centage, as suggested by the Commission, would be much fairer and more beneficial than the present absurd system. The solicitor ought to be paid for his skill and responsibility, and for the manual labour of his clerks. At present his remuneration is measured entirely by the least important of his services. A fixed brokerage would be an exactly just recompense for his responsibility; and though it is, perhaps, on any scale of fees, impossible to estimate precisely the skill required in any transaction, the proposed mode of paying professional work would, at any rate, be an immense advance on the clumsy and unjust system on which bills of costs are now liable to be taxed.

THE COMING ELECTIONS.

"*Le Roi est mort—vive le Roi!*" is not the cry of disloyalty or ingratitude, but the natural result of a monarchy; and, on the same principle, it is not indecent to turn our thoughts to the new Parliament, though its predecessor has not yet actually expired. At all events, whether improper or not, every one does so. The patient himself shakes the sands of his hourglass; or, in other words, the members of the existing House hasten forward the day of dissolution, by forbearing, in some measure, to prose; and all over the United Kingdom are ringing the notes of preparation for an occasion which, while it gratifies that passion for excitement which is common to most of us, ministers at the same time to that itching for personal gain which is certainly not less generally diffused. Yes, it is even so. We do not deny that there are many among those, for example, who aspire to seats in the future Parliament, who have the sincerest desire for their country's welfare; and who would recoil from the idea of hazarding that welfare for their own individual advancement. But even these are, perhaps unconciously, influenced by self-seeking motives mixed with their purer patriotism. If not desirous of place or emolument, their yearning is after reputation; or they have accustomed themselves to some political, social, or religious hobby, and they long to be again in the saddle; or they feel a craving for work, and the stimulus of public life—a calling for the committee-room, and a weakness for parliamentary papers. This state of things, indeed, though somewhat humiliating, perhaps, to human vanity, is, nevertheless, as it should be for practical purposes. No country would remain healthy or prosperous without a strong desire among its more influential inhabitants to become senators, and direct its councils. Nor are those even who enter Parliament with decidedly selfish aims—as a mode of *getting on*, in short—by any means without their use; for, as a general rule, these are they who are shrewd, energetic, far-seeing men, with a purpose to follow out, and with tongues to explain it. And if their first thought is for "Number One," their second is for the community among which their lot has been cast.

But if the candidates for seats are thus influenced by a variety of motives, what shall we say of their electors? It would, indeed, be skilful chemistry to resolve into their bases the votes of a borough constituency. One man votes from the wisdom inspired by the neighbouring tap-room; another, because he hopes that his nephew may obtain a small appointment; a third, in obedience to his Sunday paper; and a fourth, because his wife's baby has been kissed by the white-waistcoated canvasser:—in a word, the combinations of motives are as numerous as the votes themselves. As to your forty-shilling freeholder, indeed, and some of the other poorer classes of county electors, the influences by which their votes are guided are, perhaps, more simple. A wealthy landlord or a grasping agent cannot safely be disobliged, with rent-day approaching, or a lease requiring renewal; neither is it easy for the unsophisticated rustic to divest himself of the awe of the neighbouring squire, which is as much parcel of his inheritance as the field in respect of which he votes. "So runs the world away," and so it will ever run, while the franchise may happen to fall on a lout who can neither read nor write, though withheld from the man fitted by education to value the privilege, and to exercise it with discrimination, but who enjoys no "qualification," except his good sense and weekly salary. Nay, as long as money and money's worth of itself gives a man the right to vote—the consideration of his degree of mental cultivation being altogether excluded—so long, we fear, money will buy that vote; so long will election bribery continue rife—that abomination of abominations, against which so many stringent provisions have been made by legislators whose places are secured, for the moral health of men whose seats are yet to be won, or whose votes are yet to be given. The last panacea, indeed, which has been invented to abate this evil—the Corrupt Practices Prevention Act 1854 (17 & 18 Vict. c. 102)—has not yet been fairly tried; but it has already been condemned by one of the acutest minds that ever graced the bench—the late Chief Justice JERVIS—as an Act "by no means plain;" and from the specimens of its working already exhibited in a few isolated cases, we much doubt whether it will stand the ordeal of a general election. Its provisions are aimed against Bribery, Treating, and Undue Influence; and three more formidable giants never opposed the progress of a theorist towards pure representation. If we examine the mode in which our parliamentary Christian addresses himself to the conflict, we shall find that his chief weapon consists in the following provision:—"If any candidate at an election for any county, city, or borough, shall be declared by any election committee guilty, by himself or *his agent*, of bribery, treating, or undue influence at such election, such candidate shall be incapable of being elected, or sitting in Parliament for such county, city, or borough during the Parliament then in existence."

This is all very well, but it is a curious indication that these offences are instinctively felt to involve no real turpitude in the sight of God or man, but to be the creatures merely of our municipal code, that the punishment is thus confined to exclusion from the representation of the place only where the act was committed, and, even as regards that constituency, to the Parliament in being when the sentence is pronounced. If election bribing be *malum in se*, why should one who has been convicted thereof be eligible for a seat for *any* place, or in any future Parliament? Moreover, is this limitation of exclusion consistent with declaring the offence a misdemeanour punishable with fine and imprisonment in addition to pecuniary penalties? However, with these anomalies in election law it is not our purpose here to deal, or to express any opinion upon subjects which would carry us far beyond our limits. As a legal periodical devoted to the interests of the general body of attorneys and solicitors throughout the kingdom, it is our wish to look at the forthcoming elections solely with regard to those interests.

Now, many of our readers will be engaged in the contest, some as candidates for seats themselves, but many more in the service of others. And there are certain of the provisions of the new Act which we commend to their most serious attention, those we mean which have reference to the two new offices of "Election Auditor" and "Agent for Election Expenses," for with these the attorney is pretty sure to be professionally connected, either as filling the office himself, or in transactions with such agents.

The office of "Election Auditor" was created by the Act of 1854, and since then its nature has become tolerably familiar, and in one or two points has been considered in the courts of law. He is appointed by the returning officer for each constituency in the month of August in every year, for the ensuing twelvemonth, and has, by the Act, no more definite qualification than that of being a "fit and proper person"—a return to the *probus et legalis homo* of more simple times. His function is to be the medium of payment of all the expenses connected with the election, with the exception of certain payments which may be made by the candidate himself, or by his "agent for election expenses," as we shall presently explain. In the performance of this duty, the "Election Auditor" has no judicial power; no authority to reject, on the ground of illegality, unreasonableness, or otherwise, claims and bills properly sent in to him by the candidate for payment; no power to refuse payment out of the assets in his hands (at least, so it would seem, though the *pundits* of electioneering law are not altogether agreed on this point), even if the payments he is required to make be manifestly corrupt and contrary to law. His office is simply to register the candidates' expenses, and act as a conduit-pipe in the process of their liquidation. Having discharged the claims sent in to him to the extent of the funds provided for that purpose, he has next to make out a full and true account of all the election expenses, to hand this over to the clerk of the peace or town clerk for public inspection, and, finally, to insert an abstract thereof in a local newspaper.

The other office created by the Act is that of "Agent for Election Expenses." And in this capacity attorneys are likely, for the next two or three months, to be extensively employed, in addition to their ordinary services as electioneering agents. The special agency, however, for "election expenses" is the only one which is the subject of legislation in the Act; and there is an important peculiarity to be observed in relation both to the appointment and the duty of this class of agents. As to the first, it must be made by the candidate *in writing*, either before or at the nomination, or "as soon after as conveniently may be." As to the latter, it consists, first, in paying, at any time before the day of nomination, any lawful and reasonable expenses in respect of the election which he *bonâ fide* believes fit and proper to be paid in ready money, and the payment of which cannot be conveniently postponed; and, secondly, in making out and delivering to the election auditor, upon or before the day of nomination, a full and signed account of such payments. It is the 16th, 25th, and 31st sections of the Act which chiefly govern the legal position of the "agent for election expenses," and on these many nice questions may be expected to arise, more particularly in reference to the payments which may be lawfully made by him, and not through the medium of the election auditor. "No other than such agents," says the 31st section of the Act, "shall have authority to expend any money or incur any expenses of, or relating to, the election, in the name or on the behalf of the candidate;" and it is here that we would warn our friends to be on their guard, for it is out of this mesh that a dishonest candidate may most easily wriggle himself. A case has very recently been before the Common Pleas where a parliamentary agent was precluded from recovering from his employer his retainer, the price of his labour for fifteen days on election business, and a large sum of money actually paid out of pocket—simply because he sent in his account to the "agent for election expenses" (whose duties, as fixed by the Act, do not include the reception of accounts), and not to the candidate himself, or to an agent expressly authorised by him to receive them, that they might be forwarded in due course to the election auditor. Hence, it cannot be too carefully remembered by those who expend their time or their money in behalf of a candidate—1st, that all their claims must be sent in within one month from the declaration of the election either to the candidate, or to an agent authorised by him in that behalf; 2nd, that the "agent for election expenses" is not *primâ facie* the agent so authorised; 3rd, that there is nothing to *prevent* the same person being agent to receive claims, and also acting as "agent for election expenses;" and 4th, that it would seem, on the other hand, that any mere personal expenses of the candidate, defrayed by any one for him by his authority during, but not *in connection with*, the election, may be recovered as money paid to the use of the candidate without the account thereof being forwarded to any agent at all—such class of expenses not being within the Act.

Perhaps, however, the most important question which has hitherto been judicially decided upon this Act, is as to what are the "legal expenses *bonâ fide* incurred at, or concerning, an election," which by the proviso at the end of the 2nd section may be paid, or agreed to be paid, by the candidate or his agents, without committing any of the five species of the offence of bribery enumerated in the previous part of that section. This question was raised in reference to the payment *of a voter's travelling expenses* at the Cambridge election in 1854, when Mr. SLADE the well-known Queen's Counsel on the Western Circuit, having authorised a letter to a voter requesting him to attend the election and vote for him, and adding that his "travelling expenses would be paid" (which expenses were accordingly afterwards defrayed by his agent), was sued for the penalties attached by the statute to the offence of bribery under the 2nd section, which, by its first branch, declares (among other things) that any person who by himself or agent gives money to any voter in order to induce him to vote, or who shall *corruptly* so do on account of such voter having voted, shall be guilty of bribery. From the judgment of the Exchequer Chamber in this case, we will extract three clear propositions for the meditation of our electioneering readers:—1. To promise to pay a voter his travelling expenses *conditionally* on his coming and voting for a particular candidate is bribery. 2. To promise to a particular voter such expenses without any such condition is legal. 3. To pay a voter his travelling expenses on account of his having voted is legal; provided always no illegal promise or understanding had previously been made to induce him to vote in a particular way.

We are glad for the sake of all parties at the approaching elections that the Court of Error arrived at this sensible decision. It has been said, indeed, that it is to be carried to the House of Lords; but while it remains unreversed, no candidate need fear to be unseated by any election-committee, while he keeps within the limits just indicated. On the other hand, it behoves all engaged in electioneering pursuits to remember that a representative may be unseated, though himself perfectly immaculate, through the folly or ignorance of his friends—nay, may be made liable to all the penalties provided by this self-denying ordinance in respect of the "corrupt practice" against which it is aimed.

We cordially recommend to our readers an unpretending, but useful "Election Manual," which has just been issued by Mr. C. E. LEWIS. That gentleman's experience as an electioneering solicitor makes him a well qualified expounder of the new Act, and we think he has performed his task admirably.

Legal News.

V. C. STUART has, this week, expressed his fear that, in a case now pending in his court, he should only be able to obtain the aid of a single common-law judge. Whether such assistance be, or whether the Legislature intended it to be, sufficient, we do not say; but it is to be remembered, that the equity judges are now required, with such help as they can obtain from one or at most two common law judges, to decide questions which formerly they would have remitted for the consideration of a full court. This duty of attending in the Court of Chancery has been but recently imposed upon the fifteen judges, and the burden of it is by no means likely to decrease. We do not, however, find that it was adverted to by Mr. GLADSTONE, when he recently discussed the question of the competency of twelve judges to discharge all the duties that now fall upon the three courts. We may observe in passing, that the admission of equitable defences to legal demands is beginning to impose upon the common law courts the necessity of a pretty familiar knowledge of the doctrines of the Court of Chancery. The appearance of equity counsel at the common law bar is becoming by no means unusual; but we do not suppose that the principle of reciprocity will

be adopted between the courts, and a Vice-Chancellor be invited to aid the deliberations of the Queen's Bench. It must, however, be conceded that the incipient fusion of law and equity has added to the difficulties of all tribunals, and, therefore, the present moment does not appear well chosen to reduce their strength. The authority of the late Baron ALDERSON, quoted by Mr. GLADSTONE, is, we admit, entitled to considerable weight; but when he says that twelve judges are amply sufficient for the term business, he appears to have forgotten that the attendance of three out of that number is usually required at the judges' chambers every afternoon. If four judges are necessary *in banco* at 10 A.M., their presence is equally essential to the due administration of justice at 2 P.M. It now often happens that a judge listens for several hours to an argument, and then departs to chambers, dismissing from his mind all recollection of a case which he will not be called on to decide. This is nothing else than sheer waste of the judge's time and of the national money which is paid to purchase it. The question, also, may be fairly raised, whether the business at chambers is usually so difficult and important as to demand the attention of a functionary so highly paid as one of the fifteen judges. In this respect, perhaps, some economy of judicial time and salary is more practicable than in the instances selected by Mr. GLADSTONE. It may, also, be expected that the commission now sitting will so arrange the circuits as to save some of the precious hours now absorbed in processions and pageantry, which are not a very impressive introduction to a week's heavy business, and become altogether ridiculous as a prelude to the trial of one common jury cause, and a dozen prisoners.

The vigilance of Mr. GLADSTONE in guarding the Consolidated Fund from further burdens will not be allowed to slumber. At the Mercantile Law Conference held at the end of January, it was proposed to relieve bankrupt estates from the existing load of compensation for abolished offices by transferring that charge to the National Exchequer; and this suggestion was adopted with a degree of unanimity highly gratifying to the chairman of the Conference, Lord BROUGHAM, but calculated, if he noticed it, to arouse the gravest apprehension in the mind of Mr. GLADSTONE.

The examination of Mr. EDWARD ESDAILE, the late Governor of the Royal British Bank, proceeded before Mr. Commissioner HOLROYD, on Wednesday, and a great deal of time was occupied in endeavours to explain and put a different aspect upon matters inquired into the week before. It is proper to notice in connection with this subject, that the name of the deceased solicitor to the Bank was MULLINS, and not MULLENS, as given in our last impression. This error, which we shared with some of the daily papers, has caused not unnatural annoyance to those who bear the latter name. We cannot say that the united exertions of Mr. ESDAILE and his solicitor availed much to alter the character of the admissions he had been obliged to make. The success of the attempted explanation depends entirely upon the use of words in, what was called by one of the solicitors present, "a commercial sense." If it is said that a man is indebted to a bank, a statement is made which we should have thought was generally intelligible in one sense only. But "explanation," it seems, may sometimes be needed; because, "ordinarily speaking," a man is not considered to be indebted "in a commercial sense" on a mere discount account, when good bills are held by the person whom, before we were better instructed, we should have called a creditor. Thus we find we may still live and learn; and, perhaps, when society shall have thoroughly mastered the "commercial sense" of the English language, we may all acquiesce in the proposition that the Directors of the Royal British Bank have been exceedingly ill-used men.

LOCAL RECOLLECTIONS OF SERJEANT WILKINS.—It is not generally known, even by the "oldest inhabitants," that Serjeant Wilkins was, for some years (I know not how many), connected with Birmingham. Of the few who knew him, of course, the lapse of thirty years (supposing they are still amongst us) may make it difficult to remember the facts I am about to relate, or identify the comparatively humble individual of that day with the late brilliant, dashing, and distinguished Serjeant. In fact, I believe even the learned advocate himself had forgotten, or wished to forget, his early connection with this locality. About the year 1828, there stood on the right-hand side of Freeman-street, as you go from Moor-street, a building which looked very like old shopping, and which, no doubt, had been used as such. At the period alluded to, however, it was used as a day school, and the man who used to wield the birch, and preside over a few dirty juvenile subjects, was Charles Wilkins. No one knew much about him. He appeared to be a man originally well connected, but owing to some, perhaps youthful, indiscretion, had forfeited the regard of his friends, and it was reported his father had disinherited him. However, he was determined to turn his talents and education to account if possible, and with this view he not only opened the above school, but it was said joined the Methodists, and preached two or three impressive sermons at Cherry-street Chapel. At the time I am speaking of there was a kind of debating society in existence, which held its weekly meetings at the Lamp Tavern, Bull-street. The subjects which came under discussion were chiefly of a religious character, and the speakers were among the most distinguished of the Roman Catholics and Protestants of the town. The latter cause boasted of Mr. G. Edmonds, Mr. J. Dyer, and I believe Mr. C. Wilkins. I judge so from the fact that soon after hearing the two former gentleman at the Lamp, I was invited to attend a discussion that had been arranged to take place between the two latter, at the schoolroom already described, in Freeman-street. This must have been in the year 1829, as the subject for discussion was the then all-absorbing one of Catholic Emancipation. Mr. Wikins was to oppose it, and Mr. John Dyer (of the firm of Dyer and Cartland, brass-founders, Weaman-row) was to show its necessity. This was the first time I ever saw or heard Mr. C. Wilkins, but I never shall forget the effect, not so much of his speeches as his speaking, upon my youthful mind. I thought I never heard so eloquent a man as the poor schoolmaster. I well recollect his appearance. He seemed about thirty years of age, was even then of a portly and commanding exterior, and had evidently prepared himself for the occasion, intent, no doubt, upon making a hit. He opened the debate in a speech remarkable for its florid language and well-turned periods. His voice was like himself, round and powerful, and reminded me not a little of one of our most popular preachers of that as well as of the present day, and his delivery implied the successful student of elocution. When Mr. Dyer rose to reply, it was felt that he had but a poor chance. He could not please either the eye or the ear, as Mr. Wilkins had done; but he had the best of the argument, and in fact spoke with considerable power and effect. There were none of the flowers of oratory in his speech, but he demolished, by some most telling facts from history, all the beautiful theories his antagonist had set up. Wilkins was not so felicitous in his rejoinder, and was evidently disconcerted by the sledge-hammer mode of dealing with his pet arguments. One witticism, however, I recollect he indulged in, which, though not very brilliant, is perhaps worth recording. Dyer had frequently cited Drummond as an authority in favour of the view he took, and Wilkins remarked that Dyer had drummed so much upon Drummond that he had almost drummed the drum of his (Mr. W.'s) ear off. The discussion terminated, I believe, in favour of the removal of the Catholic disabilities. We now come to that tide in his affairs which, under the semblance of adversity, was designed to lead him to fortune. Soon after the period at which I have introduced him, he appears to have failed in all his attempts to establish himself here, and became so reduced as to be driven to the necessity of soliciting the smallest pecuniary aid that could be extended to him. He was seen at the corners of the streets waiting the appearance of those whom he thought likely to respond to his appeal, and I have it from a most authentic source that he has been so destitute as positively to be compelled to ask permission to sit or lie all night by the side of a brick-kiln fire in the neighbourhood of Highgate, for he had not even the means of paying for a bed in a common lodging-house. When I next heard of him it was in connection with the Shakspeare Jubilee at Stratford-on-Avon.

On that occasion I was informed he had been figuring as an actor, announcing imitations of the elder Kean, Liston, Dowton, &c., in which I am informed he acquitted himself admirably. No doubt in his wanderings he would resort to this as a means of temporary subsistence, and would pick up a few coppers by calling at the public-houses, and asking to be allowed to "fret his hour" before them. It was while thus itinerating about the Midland Counties that he happened to find himself at Newark at the time of the general election, which must have been about the year 1832. Serjeant Wilde was the liberal candidate for that borough, against the powerful interest of the Duke of Newcastle. The town was in a ferment. The day of nomination arrived, and after the respective candidates had been proposed, and the formal business was concluded, a stranger got up on the hustings, and began to address the electors in favour of the liberal candidate. He was the best and most popular speaker of that occasion. He kept his mixed auditory in a roar of laughter at the expense of the Tory candidate, and spoke with such tact and fluency that Serjeant Wilde himself was induced to join the crowd of admiring listeners. The question became general, "Who is he?" The learned Serjeant became interested in it, and at the conclusion of the long address expressed a desire to become better acquainted with a man who had exhibited such extraordinary ability. I need not say much more. This was the turning point in the strange career of Charles Wilkins. I believe it is pretty well known that Serjeant Wilde took an interest in him from that day, and enabled him to pursue his studies preparatory to his being called to the bar. Poor fellow! he had doubtless been called to many *bars* before that. I had lost sight of him for some years, when happening to be at Manchester about eighteen years ago, I went with a friend to the New Bailey Sessions, Salford, to hear some case tried, when I espied among the gentlemen of the long robe that unmistakable head and face; and I was not long before I heard him address the jury with his characteristic force and audacity. For some time after that, I attended the sessions whenever they happened to be *agate* (to use the phrase of the district), on my visiting Manchester, for it was always a pleasure to hear him speak; and I was seldom disappointed, for he held briefs in almost every case. To illustrate his peculiar tact, I recollect, on one occasion, he was counsel for a poor girl, who had been charged with robbing her master. It happened that just before Wilkins rose to address the jury, one of the latter had been blowing his nose so powerfully as to produce a red and watery appearance about his eyes. This incident was turned adroitly to account by the learned advocate, who exclaimed, on rising, "I perceive one of the jury has been weeping," and following up the words in a tone of sympathy for the accused, he so worked upon the feelings of the jury, that veritable tears at last did respond to his appeal, and the contagion quickly spread through the court. The consequence, I need not say, was the acquittal of the prisoner. It appears that, like most junior counsel, he was some time before he obtained briefs, being unknown in that locality. This disadvantage, however, he overcame by delivering a public lecture at the Corn Exchange, Manchester, on the writings of William Cobbett, who was then putting up for the borough. In this he so pleased the Tories (for he was all things to all men), that they interested themselves for him, and he speedily held as many briefs as Dr. Brown, and Mr. Brandt, his seniors in forensic experience. I need not follow the subject of this sketch to London, the last and final scenes of the wonderful drama of his life, since his subsequent achievements at the Old Bailey, and on the circuits, have become patent to the world. I fear, however, from what I have lately heard, that all his sad reverses, and the many lessons of adversity, failed to teach him wisdom, and that his singular gifts, varied attainments, and great professional skill, crowned as they were at last with success, did not lead to happiness or permanent prosperity. But while we deplore his failings, let us do justice to his great and distinguishing merit, which I have heard acknowledged by a judge upon the bench, that of throwing his whole heart and soul into the cause of his client. Never in this sense was a man more faithful to the trust reposed in him. And this is a striking and redeeming feature in his character as a public man—a counterpoise to the many errors of his life. If he was not true to himself, he was, at least, true to others.—*From the Birmingham Journal.*

The late Mr. Serjeant Wilkins was buried, in a very unostentatious manner, on Tuesday last. He was the son of a physician of some repute, and was himself educated for that profession. Circumstances disinclined him to the pursuit for which he had been intended, and consequent differences with his father led to his being cast out upon the world, and left to live by his wits, which were sharp enough for anything. He, at this time, fell in with a very clever fellow, now a commercial traveller, who is well known in many districts of England as a wit, a mimic, and a first-rate comic singer. He has also published several songs, which have gained more than average popularity. These two young men went about from public-house to public-house, in the small towns around Birmingham, Worcester, and Warwick, giving dramatic entertainments in club-rooms, and singing songs for the amusement of the company. In this way they often made a good deal of money, but as they spent it as fast as it came in, a run of bad luck brought upon them many difficulties. All this while, however, Wilkins attended to his studies, and improved himself in his knowledge of Continental languages, with which he was fairly acquainted. Shortly, the irregularities and uncertainties of this mode of life were felt to be inconvenient, and Wilkins, who was by nature an actor, joined a company of strolling players, who were then performing "the legitimate drama" in the neighbourhood of Birmingham. During this engagement, Dr. Newton, a celebrated Wesleyan preacher, paid a visit to the town, and Wilkins (who always ran after orators, and had many times heard Irving, Hall, &c., of whom he was a capital imitator) went to hear him. Strange to say, he was so impressed that he resolved on the immediate abandonment of the stage, settled down in Birmingham as a schoolmaster, and became a local preacher among the Wesleyans (in which capacity he was very popular). He was busied in political and religious agitation when Mr. Serjeant Wilde contested with Mr. Gladstone the Duke of Newcastle's pocket-borough of Newark. Wilde found him out, and secured his services as a speaker.—From the *Bristol Advertiser.*

MARRIAGE WITH DECEASED WIFE'S SISTER.—The case of *Brook* v. *Brook*, before V. C. *Stuart*, raises a question of great importance—that, namely, as to the validity of a marriage solemnised abroad with a deceased wife's sister, both the contracting parties being domiciled English subjects. The first wife of the testator in the cause died in 1847, and in 1851 the testator married his first wife's sister at Altona, in Holstein. On the 17th of August, 1855, the testator's second wife died of cholera at Frankfort, and on the 19th of the same month the testator died of the same disease at Cologne, being on his way from Frankfort to England. The testator left surviving him five children—namely, one son and a daughter by his first marriage, and one son and two daughters by his second marriage; and by his will, which bore date on the day of his death, he gave all his real and personal estate among all his children by the two marriages absolutely as tenants in common. The son by the second marriage died on the 31st of March, 1856, and the question will be as to his legitimacy; for if the second marriage be legal, and the son by that marriage legitimate, his half-brother by the first marriage will succeed to his share of the testator's real estate, and the testator's four surviving children will be entitled in equal portions to his share of the testator's personal estate. If, on the other hand, it should be held that he was illegitimate, the Crown will be entitled to his share of the testator's real and personal estate.

A JURY LOCKED UP.—A jury at the Middlesex Sessions being so divided in opinion that their agreeing to a verdict was next to impossible, the *Assistant Judge*, at ten o'clock at night, directed the court to be adjourned until next morning at a quarter past nine o'clock, at which time they were brought into court. They looked exhausted, and several of them complained sorely of having been kept nearly twenty-four hours without refreshment. The foreman said there was not the least possible chance of their agreeing upon a verdict even were they locked up for a week. The only alteration that had taken place was, that one who had been in the majority had gone over to the minority. A juror said he suffered from asthma, and longer detention without refreshment would be very dangerous to him. Two others complained of illness arising from exhaustion. The *Assistant Judge* sent for a medical gentleman, who examined the complaining jurors, and stated that, with respect to two of them, he apprehended danger if they were kept longer without refreshment. The *Assistant Judge* thereupon ordered the jury to be discharged.

LUNATIC'S WIFE ACQUITTED OF BIGAMY.—Ann Woodwiss, aged twenty-three, was charged with bigamy, in marrying one John Sharpe, her first husband, John Woodwiss, being still alive. The prisoner was married to her first husband in the year 1852. The husband had previously been insane, but, according to his brother's evidence, he was sane at that time. The husband had subsequently become

insane, and was now in a lunatic asylum, and the prisoner married her second husband on the 8th of April, 1856. When taken into custody the woman said she should not have done so if she had not been told that, as her husband was insane at the time of her marriage, in 1852, she was at liberty to marry again. Mr. Justice *Willes* said there was no case against the prisoner. It was quite true that a lunatic during a lucid interval could enter into a contract, but it rested on those who alleged that the lunatic was at the time in a lucid state to prove it. He did not think the statement of the brother was sufficient to prove that such was the fact in the case of a man who had been a lunatic for twenty years, and he directed an acquittal.

AN UNSATISFACTORY RESULT.—The case of *Grey & others* v. *Pearson*, was an appeal to the House of Lords, from a decision of the Lord Chancellor, varying a decree of V. C., now L. J., *Turner*. The arguments were concluded on Monday week, but their Lordships took time to consider their judgment until last Monday.—The *Lord Chancellor* retained the opinion he expressed in the court below.—Lord *St. Leonard's* delivered a long and elaborate judgment, in which he entirely differed from the opinion of the Lord Chancellor, and held that the appeal ought to be allowed.—Baron *Wensleydale* concurred with the Lord Chancellor in his opinion, that the appeal ought to be dismissed. Appeal dismissed accordingly.

THE CASE OF MR. W. H. BARBER.—On Monday morning a deputation, consisting of Sir Fitzroy Kelly, M.P., Mr. Cobden, M.P., Mr. F. Crossley, M.P. Mr. Headlam, M.P., Mr. Serjeant Ballantine, Mr. Serjeant Parry, Mr. C. W. Dilke, Mr. W. Wills, the Rev. J. G. Wood, Mr. N. Gedge, Mr. R. Lane, and other gentlemen, waited upon Lord Palmerston at Cambridge-house, for the purpose of laying before his Lordship a claim to compensation by Mr. William Henry Barber. Sir F. Kelly stated that in 1844 Mr. Barber, who was then a solicitor in good practice, became professionally connected with a man named Fletcher, for whom he did a considerable amount of legal business. This man Fletcher was in the habit of ascertaining from the Bank of England particulars of unclaimed stock, and then informing the parties who were entitled to it of the fact, receiving a commission for his trouble on the amount secured. Subsequently Fletcher forged the names of persons who were entitled to this stock, and in some cases wills where the persons were deceased. Barber transacted the legal portion of the business for him, but was not aware of the frauds which were being committed. On an investigation taking place, frauds to a large amount were detected, and the result was that Fletcher and Barber were tried at the Old Bailey together. Barber's counsel were very anxious that he should be tried separately, in order that Fletcher and other parties to the transaction might be called as witnesses; but this the Attorney-General (the present Lord Chief Baron) refused. They were found guilty, and transported for life. Barber was sent to Norfolk Island, where he endured every imaginable kind of torment. Some of the officials there, hearing of the nature of his case, made inquiries into it, and made representations which induced Sir George Grey, the then Home Secretary, to grant a conditional pardon, the condition being that Mr. Barber should not come into Great Britain. He wandered about the Continent until Lord Normanby took up his case, and he received a full pardon. For many years after the Court of Queen's Bench refused him permission to practice, but at length that right has been yielded. Mr. Barber had suffered so much that the deputation thought he was entitled to compensation, more especially as the State, who were the prosecutors, had made so grievous a mistake. Serjeants Parry and Ballantine, Mr. Headlam, M.P., Mr. Gedge, and other gentlemen, having urged Mr. Barber's claims, Lord Palmerston said he could not see that the Government had been wrong, or how the judges, the jury, the courts of law, or the Crown, could have taken any other course. It was certainly a great misfortune that Mr. Barber had been mixed up with such bad company, and that he had not exercised more precaution. It was rather a novel course to apply for compensation in such a case, and the way in which such a request could be acceded to was not quite obvious. On the spur of the moment he could not say what he could do, but he would consult his colleagues upon the subject. Mr. Crossley, M.P., assured his lordship that in the North of England, with which he was connected as a manufacturer, and among members of the House of Commons, there was a very strong opinion that Mr. Barber should be compensated. After some further conversation the deputation withdrew.

AN ATTORNEY CHARGED WITH PERJURY.—Edward Sedgfield Donner was indicted, at York assizes, for perjury in an answer to a bill in Chancery. It appeared that one William Hudson Denton was interested in certain lands settled by his father on himself and brothers, and that the defendant, who is a solicitor at Scarborough, was employed to prepare the deed and subsequently to raise a loan on the security of the deed. Mr. Donner himself lent the money and became mortgagee. The debt and interest not being paid he became the purchaser. Subsequently a bill in Chancery was filed to set aside this purchase on the ground that at the time he made it he was acting as the attorney for the vendor, and in the answer to that bill, the defendant swore that in that transaction he was not acting as the attorney for the prosecutor, nor as his agent in any way. On this statement the perjury was assigned.—Mr. Baron *Martin* was most clearly of opinion that there was no case. It was clear that Mr. Donner's statement was true, because he stood in this transaction, not in the relation of attorney, but of mortgagee. In addition to that, the evidence of the prosecutor was uncorroborated. The jury must, therefore, find him *Not Guilty*.—Mr. *Knowles*, said that the answer had been drawn by Mr. Lewin, of the Chancery bar, with a full knowledge of all the facts, and he had deliberately advised this answer. A great number of magistrates were in attendance to speak to the character of the defendant as incapable of the offence imputed.

JURIDICAL SOCIETY.—The society will meet on Monday, the 23rd March, at 8 o'clock, p.m., when it will proceed to elect a president for the present year, under Rule 21; after which Mr. N. Lindley will read a paper on "The Principles which Govern the Criminal and Civil Responsibilities of Corporations.

JUDGE'S CHAMBERS.

(*Before Mr.* BARON CHANNELL.—*Feb.* 27.)

FLETCHER *v.* HAMMOND.

Pleading—Common Counts—Common Law Procedure Act, 1852, ss. 91, 222, & Sched. B.

A demurrer to a count—for money lent by the plaintiff to the defendant—omitting the words "for money payable by the defendant to the plaintiff," contained in Sched. B. of the Common Law Procedure Act, 1852, *cannot be set aside as frivolous, as, without those, or equivalent words, the count does not show that the money is payable* in præsenti.

This was an application to set aside a demurrer to a declaration on the common counts upon the ground that it was frivolous.

The declaration in the commencement omitted the words "money payable," which it is stated, in the directions given in Schedule B. of the Common Law Procedure Act, 1852 (15 & 16 Vict. c. 76), should precede the money counts, and it commenced by alleging that the plaintiff sued the defendant "for money lent by the plaintiff to the defendant," for interest, and on accounts stated—pursuing, in other respects, the forms given by the Common Law Procedure Act, 1852, s. 59, and Sched. B. of that Act.

The demurrer was to so much of the declaration as related to the count for money lent, upon the ground that, as it was not alleged that the plaintiff was suing for "money payable," it did not appear that the sum claimed was due at the time of the action being brought, or that there was a cause of action.

Mr. *O. B. C. Harrison*, in support of the application, submitted that the count as it stood was sufficient, and that to allow the demurrer would be to contravene the spirit and intention of the Common Law Procedure Act of 1852; that it is expressly provided by the 91st section of that Act that a departure from the letter of the forms in Sched. B. shall not be deemed erroneous so long as the substance is expressed, and that the form adopted here was substantially the same. The law implies that money lent is money due, and a present debt; and the introduction of the words "money payable" would not render the allegation less ambiguous, as "money payable" may mean payable at a future as well as at the present time. In *Fagg* v. *Nudd* (8 E. & B. 650), it was decided on demurrer that the omission of the same words, as here, did not render a count on an account stated bad. *Place* v. *Potts* (8 Ex. 705), the earliest case upon the point, was there cited, and although in that case, and in *Wilkinson* v. *Sharland* (10 Ex. 724; *S. C.* 11 Ex. 33), it was held that the omission of these words rendered the declaration bad; the counts in both the latter cases were for freight, and not, as here, the ordinary money count.

Mr. *Chitty*, in support of the demurrer, contended that the

demurrer should be allowed. The count, in *Fagg* v. *Nudd*, si distinguishable from the count in this case, as the terms of the count on an account stated allege that the money is "found to be due." The same objections which prevailed in *Place* v. *Potts* exist in the present case. The count does not show that there is a debt payable *in præsenti*

Mr. Baron CHANNELL said he would not go so far as to say that the count as it stood was bad, but he could not say that the demurrer was frivolous. It appeared to him that the cause of action was ambiguously and insufficiently stated, as it was not shown that the claim was payable at the time when the action was brought. If it had been alleged that the defendant was indebted, as in the old form of count; or that the money was due, as it is in the count on an account stated in *Fagg* v. *Nudd*, the introduction of these statements might have made a difference; but there were no such words here, and the count was not substantially the same with the form provided by the statute.

Application refused.

An application, under 15 & 16 Vict. c. 72, s. 222, was then made to amend the declaration by inserting the words omitted, which was allowed on payment of costs, taxed at £3 3*s*.

The will of the Hon. Sir Edward (Baron) Alderson was rpoved under £60,000.

The Solicitor-General is seriously ill with an attack of brain fever.

Recent Decisions in Chancery.

Of all the Orders of the Court of Chancery, there is scarcely one which has given rise to so much conflict of opinion as the 38th Order of August, 1841. Independently of that order, it was a well established rule that a defendant submitting to answer must answer fully, and although Lord Cottenham was supposed to have trenched upon this doctrine by his judgment in *Adams* v. *Fisher* 3 My. & Cr. 526, Lord *Lyndhurst*, in the subsequent case of *Lancaster* v. *Evors*, 1 Ph. 349, held, that *Adams* v. *Fisher* did not affect the general rule that a defendant answering must answer fully, and that if he has a defence against the plaintiff's equity, he must avail himself of it by demurrer or plea, and not by refusing the discovery sought. The defendant, however, was entitled to demur to the discovery, even though the relief was not open to demurrer. This he could do on various grounds, such as that it would expose him to penalties, that it would involve a disclosure of his own title as distinguished from that of the plaintiff, or that the discovery sought was immaterial to the relief prayed.

In this state of the law, the 38th Order of August, 1841, provided, that a defendant should be at liberty by answer to decline answering any interrogatory, or part of an interrogatory, from answering which he might have protected himself by demurrer; and that he should be at liberty so to decline, notwithstanding he should answer other parts of the bill from which he might have protected himself by demurrer.

The construction of this order was considered by V. C. *Wigram*, in *Tipping* v. *Clark* (2 Hare, 383), and *Drake* v. *Drake* (2 Hare, 647), and the Vice-Chancellor held that the order was made to enable a defendant to protect himself from answering any particular interrogatory in a demurrable bill, although he might have chosen not to put in a demurrer, and have submitted to answer other interrogatories. In *Fairthorne* v. *Weston* (3 Hare, 387), and *Woods* v. *Woods* (3 Hare, 411), the same learned judge adhered to his view that the order applied to a case where the bill was generally demurrable. The same question came before L. J. *Knight Bruce*, then V. C., in *Baddeley* v. *Curwen* (2 Coll. 151), and he held, that, according to the true interpretation of the order, it did not relieve a defendant from answering interrogatories objectionable only on the ground that a demurrer to the whole bill, if filed in time, would have been sustainable. After this judgment, Sir *J. Wigram* entered fully into the question, in *Kaye* v. *Wall* (3 Hare, 283), and again acted upon his original opinion. The point then came before Lord *Cottenham*, in *Mason* v. *Wakeman* (2 Ph. 516), and he held that the word demurrer in the order meant not a general demurrer to the bill, as V. C. *Wigram* had held, but a demurrer to a particular interrogatory. Again, in *Padley* v. *Lincoln Waterworks*, Lord *Cottenham* laid it down that a defendant is bound to answer all such questions as would not, before the order of 1841, have been open to demurrer for immateriality or other special ground of objection to the particular discovery. It was thus finally settled that the order did not help a defendant whose ground for refusing to answer an interrogatory was simply that the bill was demurrable.

In *Bates* v. *Christ's College* (5 W. R. 337), the question has arisen in a different form. The plaintiff, the rector of a parish, filed a bill against the college, who were the patrons, alleging that he, the plaintiff, was in possession of one moiety of the glebe and tithes, and that he was entitled to the other moiety which was in the possession of the college, and praying a declaration accordingly, and delivery up of the title deeds. By one of the interrogatories filed, the defendants were required to make discovery of the deeds and documents relating to the moiety which they claimed. The defendants put in an answer, and claimed to be absolute owners of the moiety of the glebe, and denied the plaintiff's title, and declined to furnish any discovery as to the particulars of their moiety of the glebe or the title deeds relating thereto. To this answer the plaintiff excepted for insufficiency. For the defendants it was argued, that, though the bill was not generally demurrable, so much of it as sought relief as to the glebe lands was demurrable as raising a mere legal question, and that on a bill part of the relief prayed by which was demurrable, the defendant was at liberty to decline answering the interrogatories relating to that portion of the case. L. J. *Knight Bruce* held, that, on a question of exceptions turning on the 38th Order of August, 1841, all the relief prayed must, for the purpose of the argument, be considered as proper, although at another stage of the suit it might prove to be otherwise, and supported the decision of the court below in requiring a further answer. L. J. *Turner* expressed himself as not well satisfied on the point; but as the opinion of L. J. *Knight Bruce* was in accordance with that of the Vice-Chancellor, the judgment of the court below was affirmed. The effect of this decision, therefore, is, that the Order of 1841 gives protection to a defendant only where his objection is founded on the nature of the particular interrogatory, and not where it rests on a want of equity either in the whole or any portion of the relief prayed.

A difficulty often occurs in the conduct of a cause, in procuring the attendance of witnesses for cross-examination. It was settled a long time back that the party desiring to cross-examine cannot require the other party to the cause to produce his witnesses for the purpose (*Winthrop* v. *Elderton*, 1 W. R. 318), and it has sometimes happened that where a plaintiff or defendant has himself given evidence, he has succeeded in throwing insurmountable obstacles in the way of a cross-examination by his opponent. In *Wellesley* v. *Mornington* (5 W. R. 523), the plaintiff, after filing his affidavits, went to Paris for the season, and the defendant being unable, as was alleged, to afford the expense of sending a special examiner to Paris, applied to the court for an order that the plaintiff might come to London to be cross-examined. V. C. *Kindersley*, however, considered that it would be impossible for him to make an order upon the plaintiff to come to this country; the practice being not to compel a witness to come to London unless he lives within twenty miles (*Read* v. *Prest*, 2 W. R. 86). He, therefore, refused the application; suggesting at the same time that the utmost he could do would be to refuse to hear the affidavits if the plaintiff did not come to be cross-examined upon them. This practice of making the use of particular evidence conditional on proper facilities being given for cross-examination is now frequently acted on by the judges; and if made the invariable rule, it will, no doubt, effectually put down the tricky policy of putting in evidence and then evading cross-examination. We may mention, that, in the case of *Wightman* v. *Whielton*, which we noticed recently, this policy was successful, and the defendants afterwards put in affidavits which subjected them to cross-examination.

The courts have generally been rather strict in refusing to admit affidavits filed after the time prescribed by the general orders (see *Thompson* v. *Partridge*, 2 W. R. 113). A late case of *Douglas* v. *Archbutt* (5 W. R. 393) is an instance in which the indulgence was granted to the plaintiff, one of whose affidavits had been filed more than a week after the evidence had closed. Evidence was given showing that the delay was caused by the inadvertence of a clerk of the plaintiff's solicitor; and on this ground the affidavit was admitted, on the terms of the plaintiff paying the costs of the application, and with liberty to the defendants to file further affidavits on their side within a fortnight.

Wright v. *Kirby* (5 W. R. 391), is a decision of the Master of the Rolls, which will have an important practical bearing upon proceedings by incumbrancers on insufficient estates. The property in question consisted of a fund, the proceeds of a sale, which was loaded with a multitude of charges, principally judgments, far exceeding the value of the property. The bill

was filed by a mesne incumbrancer, who in the course of the suit settled certain prior claims on the estate under the direction of the court. On his part it was contended that his costs were incurred in making the property available for the incumbrancers generally, and that he was entitled to have his costs paid before payment of the charges of prior incumbrancers. The defendants, on the other hand, contended that the plaintiff's costs, like those of any other incumbrancer, were to be paid, together with his principal and interest, according to the priority of his charge, and cited many authorities which seemed to countenance this view. The Master of the Rolls decided in favour of the plaintiff, and allowed him his costs in the first instance, a judgment which, whether novel or not, certainly met the justice of the case.

Cases at Common Law specially Interesting to Attorneys.

HUSBAND AND WIFE.—LIABILITY FOR HOUSEHOLD EXPENSES.

Ruddock v. *Marsh*, 5 W. R., Exch., 359.

This case turned on the often-recurring question, as to the extent of a husband's liability to pay for articles supplied to his wife without his express authority. The defendant's defence was, that he had provided his wife with sufficient ready money for the use of herself and family, and, therefore, that she had no right to pledge his credit; but the jury were directed by the Recorder of Manchester that this was no answer, since the goods supplied were necessaries; and that the husband was bound by her authority in these matters, as his general agent. This ruling was held to be correct by the Court of Exchequer; and they intimated that the plaintiff was justified in supplying the goods, as he had not received notice from the husband that he intended to limit her agency as to the matters usually under the management of the wife, household expenditure being of that description.

It is to be remarked that this ruling is quite in accordance with the cases of *Clifford* v. *Laton* (3 C. & P. 15), and *Montague* v. *Espinasse* (1 C. & P. 356), which decide that where goods are ordered by the wife, and furnished for the necessary supply of the house and maintenance of the family, the authority of the wife, as agent, is presumed; and that it lies on the husband to show that they were furnished under such circumstances that he is not liable to pay for them. Though, on the other hand, it has been laid down, recently, that the fact of the wife having, without her husband's consent or knowledge, ordered a variety of articles of clothes from different tradesmen concurrently with receiving from him a suitable allowance for dress, is sufficient to rebut the presumption of assent arising from their cohabitation (*Reneaux* v. *Teakle*, 8 Exch. 680). It would seem, on the whole, that the same rule applies as between master and servant. If the husband has been in the habit of paying for goods purchased by his wife on credit, that will be evidence of a continuing agency; and, to avoid future liability, he must give notice to the person with whom he has so dealt that he will not be answerable any more.

BANKRUPTCY—ARRANGEMENT CLAUSES.

McNaught v. *Russell*, 5 W. R., Exch., 360.

To an action on a bill of exchange, the defendant (a trader who was sued as acceptor) pleaded a deed of arrangement, made subsequently to the acceptance, between himself and certain of his creditors. This deed was under, and conformable to, the 224th and the 228th sections of the Bankrupt Law Consolidation Act, 1849, and was executed by six-sevenths in number and value of his creditors, but not by the plaintiff, though he had full notice and opportunity to do so. The deed in question provided for the liquidation of the affairs of the defendant, under the inspectorship of certain parties, and that the effects should be distributed "amongst, and for the benefit of, the creditors," in the same manner, and with the same rights and equities, as if the defendant had been adjudicated a bankrupt at a date a fortnight after the execution of the deed, but with a provision that any creditor party to the deed, who sued the bankrupt, should be excluded from such distribution, and be held to have released his debt. Several objections were now made, on demurrer, to such a deed of arrangement being pleadable in bar to the action. Thus, 1st, it was said the deed did not provide, as it should have done, for the distribution among *all* the creditors, but those only who were parties. The court disposed of this by saying, that, on the true construction of the deed, all the creditors would be entitled to a dividend. 2nd. It was said that there was no provision for the benefit of such persons as might become creditors between the date of the deed and the period mentioned therein, as that to which the distribution should have reference; but to this it was answered, that the plea contained an averment that no such creditors existed. 3rd. It was said that the deed was vitiated by the covenant it contained, that any party thereto who sued the bankrupt should lose his debt; but the court said the plaintiff was not damnified by such a clause, as he was not a party. And they gave judgment for the defendant.

COMPOSITION WITH CREDITORS.

Boyd v. *Hind*, 5 W. R., Exch. C., 361.

In this case some important principles of the law of composition between debtors and creditors, not under the superintendence either of the bankrupt or insolvent courts, were discussed.

It appears that the true nature of the defence afforded by such compositions to an action at the suit of a creditor, was first distinctly defined in the year 1831, in the case of *Good* v. *Cheeseman* (2 B. & Adolf. 318). Ever since that case, it has been settled law that a composition agreement signed by several creditors, even though not framed so as to be pleadable as a release, or though it remain uncarried out, so as not to amount to a satisfaction, may be pleaded in bar to an action for the original debt, brought by any creditor who signed it; and this, because for such agreement there is a valid consideration to each creditor signing—viz., the undertaking of the other compounding creditors to give up a part of their claim. In the above case, the plaintiff had not himself signed any composition paper, but other creditors had: and it was said that on the paper being brought to him for signature, he had asked if one L. had signed, and, on being answered in the negative, rejoined, "I will not sign till L. has signed;" but that, on L. afterwards signing, the plaintiff still refused to sign; and it was contended that these circumstances brought the case within the doctrine laid down by Lord *Tenterden* in *Wood* v. *Roberts* (1 Stark. 417), where he ruled, that, if one creditor, by undertaking himself to release his debtor, induced another creditor to compound with their common debtor, he could not sue on his original debt, because such action would, by tending to diminish the common fund, be a fraud on the other creditor so induced. But the Court of Exchequer Chamber (confirming the judgment of the Court of Exchequer) held that the present case was distinguishable in point of fact from that relied on, as there was no evidence that the plaintiff had induced L. to compound; and they also intimated their opinion that, even if he had, it would have afforded no answer to the action. The court also observed on another case cited for the defendant (*Butler* v. *Rhodes*, 1 Esp. 230), in which Lord *Kenyon* ruled that a plaintiff who had not only induced other creditors to execute a composition deed, but the debtor to assign all his property to trustees, could not recede from what he had done, and sue for the original debt; and remarked that, in the present case, the defendant had *not* been induced in any way to alter his position from the alleged promise of the plaintiff to sign the composition paper. In connection with this case, it should be noted that the case of *Norman* v. *Thompson* (4 Ex. 755), is incorrectly reported, both in the pleadings and the judgment, *ex relatione*, *Willes*, J., who was counsel in the case.

MASTER & SERVANT—ACTION UNDER 9 & 10 VICT. C. 93.

Degg v. *The Midland Railway Co.*, 5 W. R., Exch., 364.

This was an action under Lord Campbell's Act, 9 & 10 Vict. c. 93, brought by the administratrix of one J. D., who had died of injuries he had received while assisting the servants of the defendants in removing a truck. It appeared at the trial that the deceased had *voluntarily* offered his services—happening casually to be on the line—and while he was so engaged an engine was driven by servants of the defendants against the truck he was helping to shift, and caused the accident of which he died. The case was argued for the plaintiff on the general principle of *respondeat superior*; but the court, without much difficulty, decided in favour of the defendants, on the ground that if deceased had *himself* been the servant of the defendants, they would not have been liable for his death caused by his fellow-servants, if competent generally to their work, and the negligence causing the accident not being authorised by the defendants—a doctrine clearly established by *Priestley* v. *Fowler* (3 Mee. & W. 1), and more recently by *Hutchinson* v. *York*, *Newcastle*, *and Birmingham Railway Company* (5 Exch. 343), and *Tarrant* v. *Webb* (18 C. B. 797)—and the circumstance of the party injured in the case before them having volunteered his

services (and being, indeed, in some sense a wrong-doer), did not, for the purposes of the present action, confer on him greater rights, or impose on the defendants other liabilities, than would have attached to them respectively had he been a hired servant.

INDICTMENT AGAINST CORPORATION—CERTIORARI—COSTS.

Regina v. *The Mayor, &c., of Manchester*, 5 W. R., Q. B., 373.

Our readers may remember that a few weeks ago* we drew their attention to a case which had arisen on the recognisances for costs required on removing indictments by *certiorari*. Another point on the same subject has just been decided. An indictment having been directed by the justices to be preferred at sessions against the defendants for neglecting to repair a road, the prosecutor had obtained a *certiorari* to remove the indictment into the Queen's Bench, on the ground that the case could not be tried at the sessions by reason of the defendants being a corporation, and, therefore, unable to appear in person. The present application was made by the defendants under 16 & 17 Vict. c. 30, ss. 4 & 5, to set aside the writ, on the ground that the prosecutor had not entered into any recognisance to pay costs in case the defendants should be acquitted; and it was resisted on the ground that the writ could not be said to have issued "at the instance" of the prosecutor (which are the words used in the 5th section of the above Act), but from the necessity of the case. And inasmuch as the only penalty attached by the statute to not entering into the recognisance is that the court to which the *certiorari* is directed shall disregard it, and proceed to the trial of the indictment, which was not applicable to the case of a corporation, and would, therefore, in such case, lead to a failure in justice, the court held that the case was not brought within the operation of the 5th section, and refused the application.

COUNTY COURT—NOTICE OF APPEAL—SERVICE ON ATTORNEY.

Evans v. *Matthews*, 5 W. R., B. C., 404.

This case turned on the *notice* which is required before appealing from the decision of a county court judge. This notice is regulated partly by 13 & 14 Vict. c. 61, s. 14, which requires the party appealing to give the opposite party or his attorney such notice within ten days, and partly by the 141st of the county court rules of December, 1856, by which the notice is directed to be in writing, and to contain a statement of the grounds of appeal, and to be sent by post or otherwise both to the registrar and to the successful party.

In the present case there were two defendants, and notice of appeal on the part of the plaintiff was properly served on both within the ten days, but no statement of the grounds of appeal having been inserted in the notice, the plaintiff delivered a second notice, stating the grounds; and this last notice, though duly served on the registrar and on *one* of the defendants, within the ten days, did not reach the hands of the other defendant till the morning of the eleventh day, though it had been posted to him on the afternoon of the tenth. It appeared that the plaintiff had also endeavoured to serve this notice on the defendant's attorney, but his office was shut up, and it was suggested, in order to prevent the service. The county court judge signed the case for appeal, notwithstanding the defendant's objection and protest.

Mr. Justice *Erle* disposed of the case in favour of the appellant, chiefly in deference to the decision of Sir *John Patteson*, in the case of *Cannon* v. *Johnson* (21 L. J., Q. B., 164), to the effect that the statement of the ground of appeal was required only for the information of the court below, and that the superior court would receive any notice of which he, the county court judge, testified his approval by signing the case. The court also intimated that a notice left outside an attorney's office who had shut it up on purpose to prevent service, would be held to have been properly served. The respondent was made to pay the costs of the application to strike out the appeal without argument.

Law Offices under a Minister of Justice.

THE ACCOUNTANT-GENERAL'S OFFICE.

One great point in having a department of state addressed to the care of legal affairs, would be that we should thus secure a perpetual supervision of all the law offices. Until within the last twenty or twenty-five years every law officer was paid by fees, and he took care to do his work with all expedition so as to earn the fee assigned to him on its completion. Ample abuse arose from this system, and the House of Commons Committee of (we think) 1830, to whom the change of the whole plan is attributable, had full reasons, which we need not now enumerate, for recommending the abolition of the old scheme of official remuneration. In conformity with their report, we believe every officer in every court is now placed on salary. By this change temptation to official extortion and to the multiplication of steps and processes at the requirement of the officers of the courts has been taken away; but on the other hand there is now no motive presented to the officer to get through his work. The principals of the offices have generally no control over their subordinates. If, for instance, any young gentleman can get political patronage enough to be put at the bottom of the list of Chancery registrar's clerks, and if he does not absent himself from office more than occasionally, and does not get tipsy in the office, be his capacity almost what it may, he must in due time advance to the important post of Registrar; and all the time let him do much, little, or nothing, his advance is at the same rate, and his pay the same.

One would think that on such a plan that office must long since have become *effete*. But things are not in reality nearly as bad as *à priori* we might expect; and although there are points which might well be looked into in the Registrar's as well as in most other law offices, the public has there in the main a most excellent set of officers.

Theoretically, the Accountant-General's Office is under much better arrangements than the Registrar's. It has a head under whom all the clerks are placed, and who, we believe, might remove or readily cause to be removed any of them. But here, again, the official regulations and the mode of transacting business, and still more the strength of the establishment with reference to the public demands upon it, especially in times of pressure, want a thorough investigation in the interest of the suitor and from the suitor's point of view. This is a very difficult thing to get. Investigation from the patron's point of view, or the judges' point of view, or the bar point of view, is another thing. All these interests are represented in the present Chancery Commission—that of the bar in preponderating numbers. But there is not a solicitor or an officer of Court upon it, or any one else whom the suitors have elected or placed in personal trust or confidence. To proceed to the case of the Accountant-General's Office, we will pass by the question of official arrangements—such, for instance, as that requiring the constant production on every transaction of the one same particular copy of the order of Court, and yet letting it be taken away by any one who pleases to walk to the public pigeon-hole in the office, over which is written "Solicitors are requested to take away their orders." We will come to the question of official strength. The inadequacy of the Accountant-General's Office in respect of strength has for some time been a matter of most serious inconvenience to the suitor, and, we should have thought (but this surely the Accountant-General himself would not have permitted), of undue and unjust pressure on all the office clerks, particularly the seniors. We expect the concern will break down just before the next Long Vacation. We have been attempting to make out the facts bearing on this subject. As far as we can ascertain, the yearly increase of causes and matters fifteen years ago was about 100 a year. There were then, we believe, about ten to twelve thousand accounts opened in the Accountant-General's books. The yearly increase now cannot be less than 600 a year, and the number of distinct accounts, we believe, is at least 20,000. Formerly, accumulations of interest were not allowed to be invested in stock until they amounted to £40; and in practice not till they amounted to a much larger sum. Now, thanks to Lord St. Leonard's, they are invested when they reach 3*l.* 10*s.* And what is a far greater source of labour: formerly investments of income were only made on request of the parties; and now, they are made, *as of course*, under the general order of Court. The balances of stock and cash in the Accountant-General's books have increased very considerably in the same period — ten millions sterling at least.

In, we think, 1842, when the Equity Exchequer Court was abolished, a fourth division was added to the office, which up to that time consisted of three divisions only. The division R. to Z., has one clerk more than the others—we presume, because it has the suitors' fund and suitors' fee fund accounts; and since 1842, the only addition, we believe, made to the whole of this most important office is that of two junior clerks in each department; and a rumour is now prevalent that this discreditable state of things is proposed to be bolstered up by perhaps a further additional junior clerk each.

* Vide *supra*, p. 102.

What is wanted in the Accountant-General's office is more departmental strength. No department should have in it more accounts than 4,000 at the outside. In each division the important work is reading the orders, and drawing and delivering principal and income cheques in obedience to them. Neither this work nor the keeping of ledgers, journals, &c., can be subdivided in a division. But, alas! our law offices are always tinkered on the following recipe:—"Wanted more head —Then add to the tail." On this plan the Chancery Judges' Chambers were doctored two years ago. Large salaries are paid to all the heads. Are these heads afraid of public attention being called to that fact?—or what is it?

Another great want is a branch office of the Bank of England to pay the cheques in Chancery-lane. The Bankruptcy Court, though close to Threadneedle-street, has obtained this great convenience for its suitors, and has a branch in Basinghall-street. This want has been pressed upon the Great Seal by the solicitors for years past, but hitherto without success.

It is indeed hopeless and useless to look to the Lord Chancellor or the judges to set these matters right. They possess none of the time, and none of the knowledge requisite. The needs relate to subjects utterly outside all bar experience. What judge ever was inside the Accountant-General's office? Doubtless they even receive their own salaries by power of attorney to their bankers. A department of State, bound to answer orally to Parliament, by its ostensible president or secretary for the efficiency of every office and every court, could not afford such political capital to the Opposition as the continued existence of the present state of things in the offices of the law and its courts would undoubtedly furnish. Whatever other results, good or bad, might follow from the appointment of a State department as to justice, we should certainly get the suitor's business done better in the offices and quicker in the courts. The office we have had under especial consideration is the trustee and bank department of the court. It takes care of fifty millions of property; and does this on the guarantee of the public purse; and, strange to say, it does this gratis as regards these £50,000,000, making the litigant suitors pay the cost. At a cost of eight or ten pounds to the Suitors' Fund, we have known an estate of £100,000 taken care of, and its trusts administered for a period of two or three generations; the rest of the cost to the court beyond the eight or ten pounds being levied upon the poor suitors who come to have their injuries redressed. All this was reported on by a select committee of the House of Commons some years since, and a per-centage charge on the funds under care in this office recommended as the fairest way of raising the Chancery Court tax. V. C. Wood, the Master of the Rolls, and Lord Justice Turner were on that committee. But the Great Seal has not yet listened to its recommendation. Had there been a Secretary for Justice, in the House, could such have been the case?

Correspondence.

CAN COUNSEL AND ATTORNEYS ATTEND NAVAL COURTS?

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The columns of a law journal seem to be the best to which any Englishman believing himself wronged can appeal for justice. Agitation ever leads to reform. The officers of the merchant service frequenting the Levant are now most deeply interested in the solution of the following question—viz. Can or cannot counsel and attorneys attend naval courts? I do not mean naval courts-martial, but "naval courts" constituted *eo nomine* under section 260 of the Merchant Shipping Act, 17 & 18 Vict. c. 104, which came into operation May 1, 1855. That section is as follows:—"Any officer in command of any ship of her Majesty on any foreign station, or, *in the absence of such officer*, any consular officer, may summon a court, to be termed a Naval Court," in certain cases which are specified under the section just quoted.

One of the cases in which a court can be called for has just arisen at Constantinople. The charges in that case are now before me. They are merely worded thus:—"William Bell, James Edwards, Daniel Ker, and John Taylor, of the Inkermann, *versus* Robert Driver, of the Inkermann, master, for drunkenness and violent conduct; and for assault on the said William Bell, on Feb. 5, 1857." These charges were written as above, and delivered to the master from the British Consulate at Pera. He is by the public still believed to be the victim of his crew, who are said to have trumped up the charges for reasons of their own. The naval court has, however, found him guilty, and he has been removed from his ship, *and apparently without any legal means of here recovering the wages due to him.* The depositions taken before that court have gone home to the Board of Trade, and a letter from the master's counsel has also been despatched to Lord Clarendon, asking for the opinion of the law officers of the Crown, and of the legal advisers of the Board of Trade, upon the question with which this letter is headed.

Let me beg you to bear in mind that it is the general opinion in Constantinople, that, had counsel appeared for the captain, he must have been acquitted. As it was, one of the three judges who sat on the court held out about an hour in his favour. There was doubt, and he ought to have had the benefit of the doubt. The assault, it is said, was really in self-defence; the drunkenness, a matter of opinion; and in this case, the captain had been remarkable for thirty-three years as a sober man. Men do not change their character in a few hours,

> "To black from white,
> In a single night;
> As hair has done from sudden fright."

You must excuse this inversion, as the poet really said, "*From* black to white." *Mais n' importe.* The testimonial going to England in the captain's favour is signed by those who have known him for a long period or sailed with him. Since the war, it has been very difficult to manage crews in the merchant service—at least, so it is found in and near Constantinople. *One seaman can call a naval court on his captain:* (Sec. 260, 261.)

The captain in the present case applied to be heard by counsel. The court refused him. What, then, is the meaning of "defence either in person *or otherwise*," if a man may *not* appear by his attorney (sec. 241); or an "opportunity of making a defence" (sec. 261); if, though a good sailor, he is so perfectly ignorant of courts, whether naval, consular, or otherwise, as to require legal assistance. Many a long-headed fellow before the mast—a ticket-of-leave man for instance—is now a better sea-lawyer than his captain. The insertion of this letter may draw many valuable contributions to your columns, do essential service "wherever wood will float," and settle once and for all this *vexata quæstio.*

Your obedient servant,
Bosphorus, Feb. 26, 1857. TRUE BLUE.

DAVISON *v.* DUNCAN.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I observe in your paper of the 14th inst. the following passage, which occurs in the course of some editorial remarks upon the now celebrated case of *Davison* v. *Duncan*:—"The insertion of a single line of caution to the readers of the *Advertiser* would have sufficed to clear it of the charge of malice, and prepared the way for the explanation which Mr. Davison would, no doubt, have offered." Now, Sir, without reminding your readers that, even in the absence of such a "caution" as that to which you refer, both the judge and jury who tried the cause concurred in absolving the defendants from the slightest imputation of malice. I may be permitted, in the face of the actual facts, to doubt very much whether Mr. Davison would have so readily offered the explanation which you appear to think so natural under the circumstances. The fact is, the whole tenor of Mr. Davison's conduct in the matter would lead to exactly the opposite conclusion; and as an instance of this, I may observe that the alleged libellous matter was printed in the impression of the *Durham Advertiser* of the 10th of October last. The next weekly issue of the paper took place on the 17th of October, and yet, without waiting to ascertain whether any public explanation or apology was offered by the defendants or others, Mr. Davison, on the *16th of October*, rushes into law, and sues out his writ, claiming a thousand pounds for the damage done to his character. What, let me ask, would you have said if such a proceeding as this had been adopted by a solicitor as against the proprietors of THE SOLICITORS' JOURNAL? Would you not at once have said that the party inculpated had not only violated the rules of common courtesy and fair dealing, but had, by the retaliating and vindictive character of his proceedings, entirely disentitled himself to the slightest claim for compensation at the hands of a right-minded jury? Whatever may be thought of the principle of "privilege" contended for by the journals in other respects, I am of opinion that the proprietors of the *Durham Advertiser*, by their spirited resistance to this attack upon their fair prerogative, have earned—and, in some measure, I am glad to say, have received—the thanks both of the British public and of the press.

I am, Sir, your obedient servant,
March 17, 1857. LEX.

DELAYS IN CHANCERY.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

Under the present rules of practice in Chancery there ought not to be any complaints of delay in that court; but there are complaints of it, and amongst the profession, too. These arise from an abuse of the discretion vested in one set of officers of the court—the chief clerks. I do not wish to be understood as including them all; but, as a body, the chief clerks are far too ready and willing to listen to excuses for delay, and to grant extensions of time for putting in answers and taking evidence. An application, supported by an affidavit that "papers are before counsel," even if it be the second or third, is almost certain to be successful. The time allowed by the rules of court ought not to be extended without good cause being shown, and the delay of counsel ought not to be allowed as "good cause" any more than the delay of the solicitor; and it should be satisfactorily shown that solicitors and counsel have used their best endeavours to perform their work within the limited times.

There are, doubtless, many cases where the discretion ought to be exercised; but it should not be abused, as at present.

March 19, 1857. A LONDON SOLICITOR.

Reviews.

Daniell's Practice of the High Court of Chancery. Third edition; adapted to the present Practice of the Court. By THOMAS EMERSON HEADLAM, M.P., one of Her Majesty's Counsel. In 2 vols. London: Stevens and Norton.

The third edition of "Daniell's Practice," edited by Mr. Headlam, M.P. and Q. C., has appeared just at the right time. A sufficient period has elapsed, since the passing of the statutes for the amendment of Chancery procedure, to fix with something like precision the practice which has grown out of them. Most of the manuals of the new practice now in existence were published while the working of the new Acts was in a great degree matter of conjecture; and instead of giving definite explanations of what the practice was, the authors of them were compelled to restrict themselves to copying the statutes and orders, and giving their own views on the probable interpretation which would be put upon them. Some of these, however (as, for example, Ayckbourn's Practice), have been carefully revised in later editions, so as to show the form which the practice has since assumed. A speculative explanation of the statutes was very well for a time, in default of something better, which was at first unattainable; but Mr. Headlam was wise in deferring the issue of his new edition until the courts had accumulated material to give precision to the dogmas of the text writer. The old "Daniell" was in many respects a model book. Except where the law had become doubtful by conflicting decisions, long disquisitions were generally eschewed, and at the same time almost every settled point of practice was clearly stated in the text itself, and supported by a reference to the latest authorities. The book, with the exception of a few portions of it, was framed on the right principle, and generally avoided the two great errors into which the authors of books of practice are most liable to fall. The first and most annoying of these common faults is the introduction into the text of prolix discussions as to what the practice ought to be, in the place of short pithy statements of what it is. The second and by far the most fatal error is where the writer omits from the text the statement of important points, and contents himself with merely putting into a foot-note the names of the cases from which the reader may fish out the practice for himself—thus compelling the practitioner to go through the labour from which a practice book is intended to save him, and reducing the value of the work to the level of a noted-up copy of certain statutes and orders. We need not add that this last offence is enormously aggravated, if the names, as well as the substance, of important cases are omitted altogether.

We are compelled to say that in the new part of the third edition of "Daniell," Mr. Headlam has been guilty of both these faults, and has not even entitled himself to the meagre credit of having diligently noted up the practice cases of the last four or five years. Of course it is impossible for a reviewer to read through and examine a book of practice from cover to cover; nor is it necessary to do so. In order to form a fair judgment of Mr. Headlam's work, we have first looked at the general scope and style of it, and have then proceeded to select portions of the new practice of particular importance for a more minute examination.

Before making any comments on the new matter, we have a few words to say as to the manner in which the old materials have been handled. Much of the former edition has been omitted from the present, and in many instances rightly omitted, as having become altogether obsolete. But the scissors have, we think, been used far too freely; for, as we shall presently have to observe, there are topics on which the reader will still be compelled, in the course of practice, to refer to the old edition. There are some chapters too which, if retained at all in a book on practice, ought to have been brought up to the existing state of the law, instead of being left pretty much in the condition in which they appeared in 1845. For example, an author, if he pleased, would be at liberty to restrict himself to the general jurisdiction of the Court of Chancery, leaving the statutory powers to be dealt with in a separate work; but "Daniell's Practice" was not so limited, and included a chapter on the latter subject, which, so far as it extended, has been found a very useful addition to the work. In the present edition, Mr. Headlam, while retaining the chapter, has introduced a sort of apology, to the effect that modern statutes giving particular jurisdiction are so numerous that it would be impossible to go through all, and that he, therefore, purposes to notice only the more important. This excuse may perhaps be accepted with reference to some of the Acts passed since 1845, but as every solicitor knows that there are more applications under the Trustee Acts and Trustee Relief Act than under all other statutes put together, it would naturally be expected that these Acts, which have passed since the publication of former editions of "Daniell," should be included among Mr. Headlam's more important statutes; and the more especially, as a section on the earlier Acts of the same character appeared in the old edition. The reader who looks for this information, however, will find himself referred to a chapter on payment into court, where the Trustee Relief Act is disposed of in a very slovenly and incomplete manner; and with respect to the Trustee Acts he will learn "that they have been published separately, with notes and explanations at some length, and, consequently, that it would be inconvenient to insert them in this work at length." The English of this is, that these most important statutes are left without notice for fear of damaging the sale of a not very satisfactory little pamphlet which Mr. Headlam put forth a few years ago. It is really unpardonable to spoil what pretends to be a complete book of practice by such wilful and interested omissions. But, after all, the distinguishing merit of the new edition should be looked for in the brevity, accuracy, and completeness of its treatment of the new practice; and we shall, therefore, confine our remaining observations to that part of the book. Five minutes spent in skimming its pages will enable any reader to judge how far brevity and terseness are characteristics of the last additions; and a very little more time will, perhaps, enable him to guess pretty shrewdly how the work has been concocted. It is evident, indeed, at a glance, that the compiler sat down with a copy of the Statutes, and of the Report of the Chancery Commission, and manufactured out of them a flowing narrative of what was intended to be done, and what the Statutes had accordingly enacted. After this great feat had been achieved (which, of course, might have been done just as well in November, 1852, and, in fact, was done better by Mr. Shelford and others in unpretending editions of the statutes) the second operation seems to have commenced. This was apparently confined to sprinkling in, at appropriate places, the names of a few of the cases which have been decided upon the construction of the statutes. In some very rare instances a word or two of explanation is actually inserted in the text to show what may be meant by the *A.* v. *B.* which is noted up against the particular clause under consideration. But this is quite exceptional; and the general character of the book is that of a loose narrative compounded out of the report and the statutes, with a very moderate proportion of the subsequent decisions appended in the foot-notes. Altogether, it affords less explanation as to the modern practice than a copy of Shelford's Acts, published in 1852, and noted up by a not very careful clerk. The merit of the old "Daniell" was in the skill with which it incorporated into a compact text a multitude of little but very material points of practice. A thorough practical familiarity with the business of the courts, and a minute study of the reports, are essential to the attainment of this kind of success; and we can find little trace of either of these good qualities in the additions which Mr. Headlam has made to the old volume. The fact that he has been an M. P.

and Q. C. during the time in which the new practice has grown up, is enough to account for his want of familiarity with points which seldom get out of the junior's hands. But the high distinctions of the editor are hardly sufficient to make quasi-political discussions on the wisdom of the statutes a satisfactory substitute for the exact guidance in dry matters of practice, which Mr. Headlam's work, if good for anything, ought to afford.

We feel that it would not be fair to condemn a book on mere general allegations as to its style and matter; and we are compelled, therefore, at the cost of considerable space to justify our general remarks by some particular examples. We have, therefore, sought out certain portions of the new practice, the treatment of which may fairly be taken as typical of the work generally. Among the most important modifications introduced by the recent statutes are the changes in the practice as to amendment and revivor, the abolition of common injunctions, and the new regulations as to the parties to a suit. Let us select the chapters on these subjects as the test of Mr. Headlam's accuracy, completeness, and research. The 52nd and 53rd sections of the statute gave enlarged powers of amendment, and substituted in certain cases what are called revivor orders and supplemental statements for the old practice of bills of revivor and supplement. The extent to which these sections operate has been much discussed; and the state of the authorities is still such as to make it sometimes a very difficult matter to determine whether the new practice will, or will not, apply. We propose to examine how Mr. Headlam has treated the principal questions which have arisen upon these sections. And, first, as to amendment:—"Can a suit, which has abated or become defective, be continued by amending the record without obtaining an order of revivor?" This course was suggested in *Price* v. *Hamblett* (1 W. R. 363), when V. C. *Kindersley* said, he should be loth to sanction the practice; and again, in *Nicholson* v. *Gibb* (2 W. R. 337), where both plaintiff and defendant had become bankrupt, the same learned judge observed, that there was no doubt power to add parties by amendment, but that it was a most anomalous proceeding. In a later case (*Heath* v. *Lewis*, and *Stuart* v. *Sturgis*, 2 W. R. 641), a foreclosure suit, which had been taken *pro confesso* against a defendant Gahan, the mortgagor became bankrupt, and his assignees were brought before the court by supplemental bill; which bill was served on Gahan. Gahan afterwards died, and the court allowed the supplemental bill to be amended by stating the death and making the executrix of Gahan a party. This course of amending an abated bill is now very often pursued in the case of the bankruptcy or insolvency of a defendant; and if it should become, as is likely, the invariable rule, revivor orders may be dispensed with in many cases where they are now commonly employed, and the practice will be greatly simplified. Mr. Headlam, however, has not thought the subject worthy of notice, and the cases we have mentioned are not to be found in his book.

A second question of considerable importance was—"Whether a supplemental order against the executors of a deceased accounting party could be made requiring them to admit assets, or else to account; or whether the order under the 52nd section must be limited to a common supplemental order to carry on the suit against the new defendants?" One of the first cases on this point was *Tate* v. *Leithead* (9 Hare, Ap. 51), which decided that orders under section 52 could not be extended so as to require an admission of assets or an account. The only notice which Mr. Headlam takes of this question is by a reference to *Tate* v. *Leithead* in a note; and it is rather unfortunate that he should have overlooked all the subsequent cases (*Wilding* v. *Richards*, 1 W. R. 15; *Dean of Ely* v. *Hensley*, 1 W. R. 190; *Grimston* v. *Ozley*, Set. 601; *Wright* v. *Pikstock*, *Id.*; *Edwards* v. *Batley*, 19 Beav. 458; *Cartwright* v. *Shepherd*, 20 Beav. 122), especially as the result has been to overrule *Tate* v. *Leithead*; and orders are constantly made under the new practice requiring executors of a deceased defendant to admit assets or account.

A third question, which has been much debated, was—"Whether a supplemental statement under sect. 53 could be filed so as to put upon record the facts causing an abatement, and to lay the foundation for a supplemental order under sect. 52, in cases where the facts were too complicated to rest upon a mere allegation and recital in the order, that being the only way in which they can be made to appear under sect. 52, taken by itself." In *Chapman* v. *Heath* (1 W. R. 344), V. C. *Kindersley* refused to allow this course to be taken. In *Hart* v. *Tulk* (2 W. R. 131), the Lord Chancellor decided that the supplemental statement might be first filed, and an order under sect. 52 afterwards obtained, and this although the application was after decree. In *Comerall* v. *Hall* (2 Drew. 194, and 2 W. R. 285), V. C. *Kindersley*, after consultation with the other judges, stated that the attempt made to work the statute in this way had proved so impracticable that the statement had to be taken off the file; and he laid down the rule, that the supplemental statement can never be used after decree, nor even before decree for the purpose of bringing new parties into the suit. To this the Vice-Chancellor added, that a supplemental bill was necessary — a dictum which has since been overruled. In *Nicholson* v. *Gibb*, where a plaintiff and defendant had both become bankrupt before decree, it was proposed to file a supplemental statement as a foundation for an order under sect. 52; but it was held that neither a supplemental statement nor a revivor order was proper, and that a bill was necessary; and in *Heath* v. *Lewis* (18 Beav. 527), which was soon after decided, the Master of the Rolls followed *Nicholson* v. *Gibb*, and held that a supplemental bill was necessary. Of all these cases, Mr. Headlam only cites *Heath* v. *Lewis* as his authority against the use of a supplemental statement under such circumstances, although that case was founded on the supposed necessity of a supplemental bill before decree — a view which has since been overruled; and, indeed, Mr. Headlam notices, at p. 1156, the fact that this case is no longer to be relied on, although at p. 1170 he selects it as his only authority for the conclusion that a supplemental statement under sect. 53 cannot be filed for the purpose of bringing forward new parties. But though Mr. Headlam's statement of the law chances in this instance not to be wrong, it is still short of what has actually been laid down, it being now well understood that the judgments in *Comerall* v. *Hall* and *Nicholson* v. *Gibb* contain the correct expression of the views of the judges, so far as they decide that a supplemental statement cannot be used to introduce new parties by itself, or for any purpose after decree; and that, notwithstanding *Hart* v. *Tulk*, it cannot be made the foundation for a subsequent order under sect. 52. On these two last points Mr. Headlam, not having discovered *Comerall* v. *Hall* and *Nicholson* v *Gibb*, is altogether silent.

Except by the use of an amendment for the purpose, the only mode under the new practice of restoring an abated or defective suit is, therefore, by an order under sect. 52; and it was long contested whether a supplemental order could be made before decree, although the common revivor order against an heir or executor was always so allowed (Seton, 604). The question most frequently occurred with respect to assignees in bankruptcy, who, according to the old practice, had to be brought before the court by supplemental bill, and not by bill of revivor. Supplemental orders were held to be irregular before decree in *Price* v. *Hamblett* (1 W. R. 363), and several other cases; but in *Lash* v. *Miller* (4 De G. M. & G. 841), a supplemental order against assignees of a bankrupt defendant was made before decree by the Lord Chancellor, liberty being given to the new defendants to put in an answer. This has been followed since in *Pickford* v. *Brown* and *Hall* v. *Clive*; and Mr. Headlam has assumed that *Lash* v. *Miller* is an authority for the position that orders under the 52nd section are altogether independent of the question whether the application is before or after decree. Whatever the law may ultimately come to be, this is certainly not yet settled; for the orders obtained in the ordinary way, under sect. 52, are always of course (*Bonfil* v. *Purchas*, 1 W. R. 13, & Seton, 604), whereas it rather appears from the judgment in *Lash* v. *Miller* that a special application is necessary to obtain a supplemental order against assignees before decree. Nor does it appear to be settled at present that the supplemental orders to be made before decree will go to the full extent of those which have been made after decree. We should have been better pleased, therefore, with the treatment of this subject, if Mr. Headlam had taken the pains to classify the decisions to which he refers, so as to show whether the orders were made before or after decree; and it would have been still more gratifying if he had given the reader some information about such cases as *Jervoise* v. *Clerk* (2 W. R. 337), *Wilson* v. *Auchterlony* (1 W. R. 34), *Grimston* v. *Ozley* (1 W. R. 100), *Robertson* v. *Hewetson* (1 W. R. 100), *Bonfil* v. *Purchas* (1 W. R. 13), *Petre* v. *Petre* (1 W. R. 362), *Merritt* v. *Walton* (2 W. R. 544), *Martin* v. *Purnell* (3 W. R. 395), *Phippen* v. *Brown* (19 Jur. 698), and *Langdale* v. *Gill* (16 Jur. 1041), all worthy of notice, and some of them very important authorities upon the 52nd and 53rd sections of the statute.

The change introduced by the assimilation of common to special injunctions has led to much doubt and conflict as to the case which it is necessary for a plaintiff to make for an injunction upon a discovery bill, and

the extent to which a defendant can properly resist the application by counter-evidence, and as to the bearing of the conduct of the parties in this respect upon the costs. These are points particularly calling for some explanation on the part of a text writer; but Mr. Headlam as usual contents himself with reciting the clause of the Act, and adding in a note a reference to *Senior* v. *Pritchard* (16 Beav. 473) and *Lovell* v. *Galloway* (17 Beav. 1). But this is not the worst of the matter; for at a subsequent hearing of *Lovell* v. *Galloway* (3 W. R. 156), which seems to be unknown to the editor of "Daniell," the Master of the Rolls announced that, after consultation with the judges, he had changed the views which he had previously expressed in the case which Mr. Headlam refers to as the safest guide he can find for his readers. While upon this point, we may also mention *Chilton* v. *Chambers* (20 Beav. 533) as another example of Mr. Headlam's numerous omissions.

We must reserve the examination of the Chapter on Parties for a future occasion.

A Manual of the Law relating to the Office of Trustee, with the Recent Decisions and Statutes, including the Trustee Act, and Proceedings under the Trustee Relief Acts; also an Appendix, containing the Acts themselves, Precedents, and a full Index. By R. DENNY URLING, of the Middle Temple, Barrister-at-law. Dublin: E. J. Milliken. London: Stevens & Norton.

The author of this useful manual informs us in his preface that, in presenting "within a narrow compass the existing law relating to the office of trustee, two objects have been kept in view—a very compressed statement of those established doctrines of equity already treated of in former works, and a fuller statement of the material enactments and decisions recorded since the year 1844"—the date of Mr. Hill's elaborate treatise on the same subject. In the book before us he has fairly accomplished what he thus proposed; but, in our opinion, has succeeded more completely in the latter than in the former object. It is by no means an easy matter to give a very compressed, and at the same time strictly accurate, statement of law. In law, perhaps more than in any other subject, fallacies lie in generalities. Legal text-books upon special subjects are mainly useful when they supply copious illustration of the various modifications of general doctrines; and these latter, as a general rule, are sufficiently stated in works devoted to the maxims and principles of any system of jurisprudence. Generalisation and definition in legal subjects require, therefore, considerable logical skill and very great care on the part of a writer, when he attempts anything more than an obvious induction from particular classes of cases; where, substantially, the judges who pronounce the decisions, make or suggest the proper classification. These remarks apply to the only part of Mr. Urling's performance of which we cannot entirely approve. We are at a loss to understand why he should have in the very outset resorted to such an authority as Stair's "Institutes of the Laws of Scotland" for a definition of a Trust, which our author admits to be inapplicable to our system of law. Lord Coke's well-known definition—than which Mr. Lewin considers there can be none more exact—is quite as intelligible as Stair's, while it has the merit of being applicable to English law. We are also somewhat doubtful as to the logic or the utility of the division of trusts according to their nature and their object—the former being subdivided into passive and active trusts; the latter into public and private trusts. It appears to us that the two categories might reciprocate their names without any dislocation of their constituents. However, having found fault thus far, we are happy in being able to bear testimony to the ability and industry which characterise the more practical portions of this excellent little work. To the student and country practitioner desirous of possessing a good general not on of the duties, liabilities, and incidents of the office of trustee, we can strongly recommend it. Apart from the introductory chapter, to which our fault-finding observations are wholly confined, the author has shown remarkably sound judgment and skill in the arrangement and treatment of his subject; and we do not know of any one work of the same dimensions and price where the reader can find so readily, or stated in so satisfactory a manner, such information on the office of trustee as is likely to be required in every-day practice.

The most valuable part of Mr. Urling's work is that portion which treats of proceedings under the Trustee Acts, 1850 and 1852, and under the Trustee Relief Acts. The cases relating to these several Acts have been diligently collected, and their result is generally stated with brevity and accuracy. The Appendix contains the Acts themselves, and the General Order of 10th June, 1848, consequent upon the Trustee Relief Act; and also the Irish Trustee Relief Act, and General Order; but no mention is made of the Orders of the 12th November, 1856, by which applications under the Trustee Relief Acts, where the trust fund does not exceed £300; and also applications under the Trustee Acts, where any decree or order has been pronounced for the sale or conveyance of lands, are to be made at Chambers. It is not unlikely, however, that Mr. Urling's work may have gone through the press before these Orders appeared, though the title-page bears the date of the present year.

There are also, in the Appendix, some precedents which will be useful to the country solicitors who do not happen to possess Bythewood, Martin, or Davidson. We think that a few precedents of petitions and other proceedings under the Trustee and Trustee Relief Acts might have been equally useful, as solicitors now have generally the responsibility of drawing petitions themselves without the assistance or advice of counsel. The author, perhaps, may make use of the suggestion in a future edition of his Manual, an agreeable fate which we have no hesitation in assigning to it, considering how useful it must prove to the profession generally, and to those members of it especially who are not very familiar with the practice of Courts of Equity.

Parliamentary Proceedings.

HOUSE OF LORDS.

Tuesday, March 17.

CRIMINAL BREACHES OF TRUST.

Lord St. LEONARD'S said Government had announced that it was their intention to bring in a bill to render breaches of trust criminal in certain cases, which he had no doubt would meet with very general acceptance. Two bills had been brought into Parliament, but which had not passed their Lordships' House, to enable the South Sea Company, and another company, to carry on, on a gigantic scale, the trade of executing the trusts of every estate in the kingdom. The project of the former company was a failure, but the latter had commenced business on the principle of limited liability. He believed nothing could be more dangerous to the interests of society than that the office of trustee and executor should become a trade. If the bill was brought in to render breaches of trust criminal offences, it ought to be accompanied by a provision which would save trustees from the consequences of acting erroneously when they acted in good faith. He regretted that at present the courts of equity punished with great severity trustees and executors, even when it was proved that they had only erred in judgment. He hoped that Government would not press forward the bill which they proposed to bring in for rendering trustees criminally responsible for breaches of trust without at the same time bringing in another bill to protect trustees in the honest, though it might be in the mistaken, exercise of their trust. He also thought that the proposed bill should be extended to any society taking on itself the office of trustee and executor.

The Lord CHANCELLOR said, his noble and learned friend was quite right in supposing that Government intended to bring in a bill to render trustees criminally responsible for breaches of trust. But for the present state of Parliament it would have been introduced this session. It was difficult to define what might be called breaches of trust; but what had been done was to provide that certain defined breaches of trust committed by a trustee for his own benefit should be criminally punished.

Thursday, March 19.

The LORD CHANCELLOR presented a petition from the Liverpool Guardian Society for the Protection of Trade, which stated that the business of the Liverpool County Court was most satisfactorily administered by Mr. Joseph Pollock, the judge of that court; but, inasmuch as the important mercantile pursuits of the community of Liverpool gave rise to very difficult questions as to the customs of trade, and other points which required very great attention on the part of that judge, (and which he had bestowed to the prejudice of his own health,) the business of the court was often greatly in arrear. They therefore prayed for the appointment of an additional judge, The noble and learned lord said that the question of appointing an additional judge was at present under the consideration of the Government, but it was a very difficult thing to interpose in the case of Liverpool in consequence of the pressure of business, as other places similarly circumstanced might also ask for the

appointment of additional judges. It would, however, remain with the Legislature to determine whether an additional judge should be appointed in Liverpool.

HOUSE OF COMMONS,

Tuesday, March 10.

REVISION OF EXPENDITURE.*

Mr. GLADSTONE in the course of his speech on the report of of supply being brought up, said—That it did not appear to him that the public moneys were administered by the Government with that fidelity and strictness which ought to be observed. Having said this, he would give an instance, viz., the appointments to the judicial bench. In the course of the last session of Parliament the house was obliged to draw from the public purse £160,000 a year in aid of the county courts, so that the suitors in those courts might be relieved to that extent from the expenses of the litigation into which they entered. He confessed that he had some doubts of the justness of that course. And at the time when the measure was passed, he had urged upon the Government the necessity of considering whether the number of judges in the common law courts at Westminster might not be reduced. Very late in the recess a commission was issued for that purpose, but in the meantime two judgeships had fallen vacant, and, instead of making any temporary provision for the despatch of necessary business pending the report, the judgeships were filled up, and life salaries, and large pensions on the basis of those salaries, cast upon the revenue. Shortly afterwads a third vacancy occurred through the lamented death of Mr. Baron Alderson. Upon this the same course was adopted, and the vacancy was filled up. He had mentioned Mr. Baron Alderson, and the House would permit him to add that which would be a tribute to the memory of that lamented judge. When the learned judge saw that he (Mr. Gladstone) had mentioned the subject to the House, he wrote to him from Italy a letter containing his views on that question. From that letter he would read a single passage: "Now it is indisputable that twelve judges are sufficient for the term business;" and he proceeded to detail a plan by which he thought the circuit business might also be efficiently disposed of. He could not but express his belief, that, if, pending the labours of a commission whose duty it was to inquire into the subject, three new judges had been appointed—Sir Robert Peel would have moved an address of the House; and that that address would have been carried, not only by votes of the opposition, but by those of members on the other side of the house.

The CHANCELLOR OF THE EXCHEQUER replied, that, with reference to the recent appointment of judges of the superior courts of common law he believed a commission was issued during the recess to inquire into the possibility of diminishing their number. Vacancies in the judicial bench, however, occurred since that commission was appointed, which were filled up while the commission was sitting; but it must be remembered that judicial duties cannot remain unperformed, and that so long as the present division of circuits exists, and there is a demand for winter circuits and frequent gaol deliveries, it is necessary that the judicial bench should consist of as many members as now.

Monday, March 16.

MASTERSHIPS IN CHANCERY (IRELAND).

Mr. VANCE asked if it was intended to fill up the vacant Mastership?

Viscount PALMERSTON said the matter was still under consideration.

Mr. WHITESIDE reminded the noble lord that by the existing Act of Parliament the fifth Mastership, whenever it became vacant, was not to be filled up without the consent of the Treasury. It had, moreover, been stated before a parliamentary committee last year that two vice-chancellors would be able to do all the work.

Tuesday, March 17.

THE APPELLATE JURISDICTION OF THE HOUSE OF LORDS.

Mr. BOWYER called attention to the case of *Grey* v. *Pearson*, decided on the previous day, as illustrating the present state of the appellate jurisdiction of the House of Lords. In that case, a decision had been given by Lord Justice Turner, which had been partially reversed by the Lord Chancellor. From that sentence the parties appealed; but the decision of the Lord Chancellor was confirmed by the noble lord himself, and by Lord Wensleydale, against Lord St. Leonard's, who strongly supported the view taken by Lord Justice Turner. In other words, the decision of two great equity judges had been set aside by one equity judge, and a common law judge, who had had no experience in equity cases whatever. He wished, therefore, to ask the Home Secretary if he thought this case did not prove that the appellate jurisdiction of the House of Lords was, under present circumstances, unsuited to the wants of the country; whether her Majesty's Government would take the matter into consideration; and whether they would bring forward a measure in the next Parliament for the purpose of constituting an appellate court of the last resort, fully adequate to the requirements of the community?

Sir G. GREY said he knew nothing whatever of the case referred to; but the hon. gentleman's own statement did not lead him to concur in the opinion he had expressed with regard to the appellate jurisdiction of the House of Lords. For what was the fact? The decision had been come to by a majority—by two judges in opposition to the opinion of a third. Now that was so common an occurrence in courts of appeal, whether in equity or common law, that he could not regard it as proving in the slightest degree the necessity of a change in the ultimate appellate jurisdiction of this country. He thought it would not be a useful mode of occupying the time of Parliament to be discussing the respective merits of different judges, or in considering whether the opinion of one judge ought to prevail against that of two.

BREACHES OF TRUST—BRITISH BANK.

Sir F. KELLY asked the Attorney-General whether a bill, which the honourable and learned gentleman intended to bring forward with regard to the British Bank, would be introduced at an early period in the next Parliament.

The ATTORNEY-GENERAL said it was a subject of very great regret to him that the sudden termination of the present Parliament had prevented him from bringing in two measures. One of them was with regard to breaches of trust, and he had hoped that it would be a means of punishing in future such delinquencies as they had seen exemplified in the case of the British Bank. The other, he thought, would have afforded a remedy in some degree to the grievous distress which had been occasioned to the shareholders of that unfortunate undertaking. The whole affair had been an opprobrium to British jurisprudence; for it had both shown the inability of the law to punish grave delinquencies, and it had proved its utter inadequacy to administer the relief required. If he were a member of the next Parliament, it would be his desire to bring in these measures at as early a period as possible.

* In consequence of the press of other matter we were obliged to defer our extracts from this debate to the present Number.—ED.

Private Bills before Parliament.

ERRATUM.

Resolutions of the House of Commons of March 12.—In Resolution No. 2, p. 279, for "*seven* clear days after the meeting of the new Parliament," read *three* clear days.

HOUSE OF COMMONS.

BILLS READ A FIRST TIME.

March 10. Newquay Pier and Harbour.
14. Liverpool Town and Dock Dues.
18. Great Northern Railway (Capital).
London (City) Coal Duties.
Salford Borough (No. 1).
Salford Borough (No. 2).

BILLS READ A SECOND TIME.

March 14. Bank of London and National Assurance (No. 2).
Liverpool Town and Dock Dues.
Newquay Pier and Harbour Bill.
Burial of the Dead.
Metropolitan Cattle Market.
Metropolitan Railway Bill—Order for second reading read and discharged.
17. Birkenhead Gas and Water.
West London and Crystal Palace.
18. Aldershott Railway—withdrawn.
Orkney Roads Bill.

BILLS READ A THIRD TIME.

South Devon Railway. | Electric Telegraph Company.

BILLS REPORTED FROM COMMITTEE.

The following Bills have been passed and reported from Committee:—

Mar. 13. Dublin & Wicklow Railway
Great Southern and Western Railway.
Waterford & Tramore Ry.
Wittenhall (Wolverhampton) Gas.
Guildford Gas.
Dumbarton Water.
South Shields Gas.
Sunderland Gas.

Mar. 17. Calcutta and South-Eastern Railway Bill.
Mallow & Fermoy Railway.
Banff, Portsoy, & Strathisla.
Margate Water Bill.
Guildford Water Bill.
Chester Water Bill.
Chepstow Gas Bill.
East Kent Railway (Extension to Dover).

BILLS CONSIDERED AS AMENDED.

March 14. Inverness and Nairn Railway.
Meriton and Hagen's Sufferance Wharves.
Peebles Railway.
Reversionary Interest Society.
Great Southern and Western Railway Company.

SELECT COMMITTEE ON STANDING ORDERS.

March 13.

Landport and Southsea Improvement.—Leave given to make additional provisions.

Aberdeen, Peterhead, and Fraserburgh.—Petition for leave to deposit a petition for another Bill. Leave refused.

March 17.

Great Northern Railway Capital.—Leave given to proceed with Bill, on condition that notices are inserted once in *Gazette*, and three times in Middlesex paper.

West Metropolitan and Thames Embankment.—Standing orders not dispensed with.

Madras Irrigation and Canal.—Leave given to deposit petition for Bill.

London (City) Coal Duties.—Standing Order 161 dispensed with.

Great Yarmouth Water and Bridgewater Market and Fairs.—Leave given to make additional provisions in Bills, if Committee think fit.

March 18.

Conway Valley Railway.—Standing Order not dispensed with.

Bury Gas.—Leave granted to make additional provisions in the Bill.

BILLS PETITIONED AGAINST.

The time has expired for petitioning against all Bills which were read a second time on the 5th, 6th, 9th, 10th, and 11th of March. The following Bills were petitioned against.

[EXPLANATION.—The first column shows the number of the Bill on the alphabetical list (p. 225); the second column shows the number of Petitions presented against it.]

No. of Bill on List.	No. of Petitions.	No. of Bill on List.	No. of Petitions.
15	5	195	12
54	1	211	3
107	2		

The Bills which were read a second time on any of the above days, up to the 11th of March inclusive, and which do not appear in the above list, are unopposed, and will be referred to the Chairman of Ways and Means.

Solicitors must bear in mind that petitions against private Bills must be presented not later than seven clear days after second reading: and the dissolution of Parliament will not affect this rule, inasmuch as those Bills which were not read a second time soon enough to allow of petitions being presented, may be petitioned against after the second reading in the new session.

HOUSE OF LORDS.

STANDING ORDER COMMITTEE.

Lord Privy Seal
Duke of Richmond
Marquis of Winchester
Marquis of Salisbury
Marquis of Bath
Marquis of Aylesbury
Earl Devon
Earl Waldegrave
Earl Carnarvon
Earl Romney
Earl Chichester
Earl Powis
Earl St. Germains
Earl Beauchamp
Earl Stradbroke
Earl Cawdor
Earl Burlington
Viscount Leicester
Viscount Sydney
Viscount Lifford
Viscount Hutchinson
Lord Camoys
Lord Saye and Sele
Lord Colville
Lord Ponsonby
Lord Sondo
Lord Foley
Lord Dinevor
Lord Saltersford
Lord Farnham
Lord Sheffield
Lord Ardrossan
Lord Colchester
Lord De Tabley
Lord Wynford
Lord Hatherton
Lord Portman
Lord Stanley of Alderley
Lord Aveland

And the Chairman of Ways and Means.

OPPOSED PRIVATE BILLS.

The following Lords—viz., Duke of Richmond, Lord Colchester, Lord Ponsonby, Lord Stanley of Alderley, with the Chairman of Ways and Means, were appointed to select and propose the names of Peers to sit on opposed Committees.

BILLS READ A FIRST TIME (Lords).

Price's Patent Candle.
Whitchaven, Cleator, and Egremont Railway.

REPORTED FROM STANDING ORDER COMMITTEE.

March 17. Cornwall Railway.
18. Price's Patent Candle Company.
Whitchaven, Cleater, and Egremont Railway.

N.B. These Bills were read a second time, on being reported from Standing Order Committee, and committed for the 19th.

March 19. The Committee passed these Bills, and they were reported on the 19th, and were read a third time and passed on the 20th.

Lord Redesdale moved that the proofs already taken in respect of Private Bills, during the present Session, should be received by the Standing Order Committee of the House of Lords in the next Session. And that Samuel Smith, Esq., and Charles Frere, Esq., be appointed Examiners for the ensuing session. Both motions were agreed to.

The Exeter and Exmouth Railway and South Devon Railway are read a first time, and are waiting for reference to Standing Order Committee.

Court Papers.

Queen's Bench.

SITTINGS at NISI PRIUS in Middlesex and London, before the Right Hon. JOHN LORD CAMPBELL, Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Easter Term, 1857.

IN TERM.

In Middlesex.		*In London.*	
1st Sitting	Thursday		April 16
2nd Sitting	Friday		April 24
3rd Sitting	Friday		May 1

For undefended causes only.

In London.		
1st Sitting	Wednesday	April 22
2nd Sitting	Wednesday	April 29

AFTER TERM.

In Middlesex.		*In London.*	
Saturday	May 9	Wednesday	May 13

The Court will sit at Ten o'clock every day.

The causes in the lists for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sittings days.

Common Pleas.

SITTINGS at NISI PRIUS in Middlesex and London, before the Right Hon. Sir ALEXANDER EDMUND COCKBURN, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Easter Term, 1857.

IN TERM.

In Middlesex.		*In London.*	
Monday	April 20	Thursday	April 23
Monday	April 27	Thursday	April 30

AFTER TERM.

In Middlesex.		*In London.*	
Saturday	May 9	Wednesday	May 13

The Court will sit, during and after Term, at Ten o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

For Exchequer of Pleas Sittings Paper, in and after Easter Term, 1857, see page 201, *ante*.

Births, Marriages, and Deaths.

BIRTHS.

CRUTWELL—On Mar. 16, at 43 Great Camden-street, Camden-town, the wife of Charles J. Crutwell, Esq., Barrister-at-law, of a son.

FEW—On Mar. 15, at West-hill, Wandsworth, Mrs. Charles Few, of a daughter.

M'INTYRE—On Mar. 10, at 83 Guildford-street, Russell-square, the wife of Æneas J. M'Intyre, Esq., of the Middle Temple, Barrister-at-law, of a daughter.

MARRIAGE.

SMITH—CROPP—On Mar. 12, at the parish church, Clapham, by the Rev John Colborne, cousin of the bride, Edward Hart Smith, of Clement's-inn, solicitor, to Emma Jane, eldest daughter of John Cropp Esq., of Oaklands, Clapham.

DEATHS.

GREENWAY—On Mar. 10, at his residence, Duke-street, St. James's, George Sullivan Greenway, Esq., late Resident Judge at Tritchinopoly, aged 49.

MAYHEW—On Mar. 12, at 17 Matson's-terrace, Kingsland, John Mayhew, Esq., solicitor, formerly of Coggeshall, Essex, in his 53rd year.

SPINKS—On Mar. 13, at Islington, Mary Ann Spinks, widow of the late John Spinks, Esq., of the Inner Temple, London, aged 79.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ALDRED, JOHN, of Boulogne, France, deceased, £200 New 3 per Cents.—Claimed by ACHILLE ADAM, WILLIAM HAMILTON, and GEORGE SCOTT, executors of said JOHN ALDRED.

BAILYE, SARAH, of Steyning, Sussex, spinster, deceased, late wife of JOHN BOARER, Westboro'-green, Sussex, labourer, £60 New 3 per Cents.—Claimed by said JOHN BOARER, admor. to said SARAH BOARER.

BOORD, ANN, Batcourt, Somerset, spinster, £52 : 0 : 3 New 3 per Cents.—Claimed by JOHN GROVE BOORD, acting surviving executor of WILLIAM BOORD, who was the sole executor of ANN BOORD, spinster.

CHAMBERS, ROBERT JOSEPH, of the Middle Temple, Esq., £1,000 New 3 per Cents.—Claimed by ELIZABETH CHAMBERS, widow, sole executrix.

CLEARE, JAMES, Percival-st., Northampton-sq., Gent., £64 Consols.—Claimed by JAMES CLEARE.

FARMER, WILLIAM, gardener, and JOHN FARMER, a minor, Lower Mitcham, £25 Consols.—Claimed by JOHN FARMER, late a minor, the survivor.

GARTH, THOMAS COLLETON, Haines-hill, Wiltshire, Esq., £4,989 : 3 : 6 Consols.—Claimed by THOMAS COLLETON GARTH.

JOHN, WILMOT ARUNDELL, Penzance, spinster, deceased, £79 : 3 : 8 Consols.—Claimed by WILMOT ARUNDELL VIGURS, wife of LOUIS VIGURS, formerly WILMOT ARUNDELL JOHN, spins'er.

KING, ELIZABETH, spinster, and RICHARD HENRY KING, M.D., Mortlake, Surrey, £27 : 7 Consols.—Claimed by MARIA KING, widow, sole executrix of said RICHARD HENRY KING, the survivor.

KNOWLDEN, SOPHIA, wife of FREDERICK FRANCIS KNOWLDEN, Clerk in the Pension-office, Tower-hill, £171 : 8 : 7 New 3 per Cents.—Claimed by SOPHIA KNOWLDEN.

MORGAN, NELSON SMITH, Henfield, Sussex, Surgeon, £41 : 1 : 1 Reduced.—Claimed by FREDERICK MORGAN, acting executor.

MONTMORENCY, MARIA HENRIETTA BEC DE LIEVRE DE CAMY PRINCESS DE, wife of ANNE LEWIS CHRISTIAN PRINCE DE MONTMORENCY, £1,591 : 10 : 9 Consols.—Claimed by ANNE ELIE MARIE AURELE DE MONTMORENCY MARQUISE DE BIENCOURT, wife of ARMAND MARIE ANTOINE MARQUIS DE BIENCOURT, administratrix.

NORRIS, JAMES, Blewberry, Berks, Gent., £20 New 3 per Cents.—Claimed by WILLIAM HUMFREY, sole executor.

POOLE, WILLIAM, City-rd., Oilman, PUTLAND ELCOMB, Eltham, Kent, baker, and CHARLES PRIOR, Fore-st., Gent., £75 Consols.—Claimed by PUTLAND ELCOMB, the survivor.

RODD, FRANCES JANE, Wimpole-st., spinster, £466 : 3 : 5 Consols.—Claimed by JAMES RENNELL RODD, her administrator.

ROWLEY, Capt. RICHARD FREEMAN, R.N., Blackheath, and RICHARD BROOKE ROWLEY, a minor, £183 : 14 : 3 Consols.—Claimed by RICHARD BROOKE ROWLEY, formerly a minor, the survivor.

SILVESTER, MARY, Droitwich, Worcestershire, spinster, £27 : 10 New 3 per Cents.—Claimed by said MARY SILVESTER.

SMITH, RACHEL, Woodbridge, Suffolk, spinster, £31 : 6 : 9 New 3 per Cents.—Claimed by SARAH BETTS, widow, and JOHN BETTS, executors of said RACHEL SMITH.

SMITH, ROBERT, Carlton-cresct., Southampton, Esq., £555 : 11 : 1 Consols.—Claimed by NATHANIEL BOWDEN SMITH, and RICHARD BOWDEN SMITH, acting surviving executors.

Money Market.

CITY, FRIDAY EVENING.

Various causes combine to continue the depressed and downward tendency which, during the last two weeks, has prevailed in the English Funds. The drain of specie for exportation has been uninterrupted. The demand for money at the Bank, and in the Market, has generally been heavy. A similar demand is described as having increased, and become very active in Paris. The last monthly account of the Bank of France shows that a very large amount had been paid by that establishment for the purchase of specie, and present operations indicate a continued requirement in the same quarter. The result is, that the disposition towards improvement occasionally manifested in the English Funds during the week, has not been maintained, and present quotations do not show any advance.

From the Bank of England return for the week ending the 14th March, 1857, which we give below, it appears that the amount of notes in circulation is £18,517,365, being a decrease of £309,800, and the stock of bullion in both departments is £10,297,665, showing a decrease of £12,831 when compared with the previous return. Foreign securities show firmness and activity. A moderate amount of business has been done, at rather improved rates, in Mexican 3 per Cents. and Turkish 6 per Cents.

Further investigation makes more clear the fraudulent course of management pursued at the Royal British Bank, and discloses a line of conduct, on the part of the directors, which amounted to an entire abandonment of their duty and responsibility.

At a recent meeting of the directors and subscribers of the London and Paris Bank a resolution for dissolving the bank was ultimately carried. During the discussion it transpired that a negotiation had been opened with the Royal British Bank shortly before its failure for a transfer of its business; and that it had been abandoned in consequence of the directors of that establishment having refused to allow their accounts to be verified by a public accountant.

The joint-stock establishment known as the London and Eastern Banking Corporation has found it necessary to make arrangements for winding-up its transactions. This bank was established about three years back, with a capital of £500,000, of which one-half was paid up. It has declared dividends at 6 per cent. up to July last, when the condition of the bank was said to be prosperous, and two new branches were deemed expedient. It is stated that pecuniary assistance has been obtained, so as to enable all engagements to be liquidated as they become due, and the concern to be wound-up with the loss of a portion only of the paid-up capital.

Two treaties have been signed in the present month at Copenhagen, for the purpose of abolishing the Sound Dues. The first between Denmark and the Governments of Russia, Prussia, France, Great Britain, and the United States, and the other between the Governments of Denmark and Great Britain, by which it is agreed that the Sound Dues shall be extinguished by a sort of equitable redemption. These dues are to expire on the 1st April next, if the treaty is approved by Parliament, and the compensation to be paid to the Government of Denmark is voted by the House of Commons. But as these questions are reserved for the next session of Parliament, conditions are inserted in the treaty to secure the amount of dues in the meantime to the Government of Denmark. The amount of compensation is fixed at £1,125,206. This amount is arrived at by capitalising at 4 per cent. the average amount of dues to which vessels under the British flag are liable.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 14TH DAY OF MARCH, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	24,049,625	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,574,625
		Silver Bullion	...
	£24,049,625		£24,049,625

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,696,733
Rest	3,800,464	Other Securities	19,575,143
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	8,674,488	Notes	5,532,260
		Gold and Silver Coin	723,040
Other Deposits	9,798,857		
Seven day & other Bills	700,367		
	£37,527,176		£37,527,176

Dated the 19th day of Mar., 1857. M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	...	—	...	222½ 1	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	93½ ½	93½ ½	93½	92⅝ 3½	93½	93⅝
New 3 per Cent. Ann.	...	...	...	...	...	...
New 2½ per Cent. Ann.	...	76½	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	...	...	...	2 ⅛	...	...
Do. 30 yrs. (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 yrs. (exp. April 5, 1885)	...	...	...	...	...	...
India Stock	...	223	...	...	223	223
India Bonds (£1,000)	...	...	...	...	...	...
Do. (under £1,000)	...	...	2s. pm.	2s. pm.	...	2s. dis.
Exch. Bills (£1,000)	3s. pm.	par	1s. pm.	1s. dis.	2s. dis.	1s. pm.
Exch. Bills (£500)	3s. pm.	3s. pm.	4s. pm.	...	1s. pm.	4s. pm.
Exch. Bills (Small)	...	3s. pm.	1s. pm.	...	par	4s. pm.
Exch. Bills. Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	98⅝ ⅛	98⅝	98⅝	98⅝	98⅞	98⅝
Exch. Bonds, 1859, 3½ per Cent.	...	98⅝ ⅛	...	98⅝ ⅛	98⅞	98⅝

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	90	...	...
Caledonian	70	71½	68½ x d	68⅝ x d	68⅝ x d	68⅝
Chester and Holyhead	...	...	...	...	37½	37½
East Anglian	19⅝	...	19⅝	19⅝	19⅝ ⅛	20
Eastern Union A stock	...	50	...	...	...	...
East Lancashire	98	...	...	96½ x d	...	...
Edinburgh and Glasgow	...	...	57	...	...	...
Edin., Perth. & Dundee	36⅝	37½	38	38 7½	37½ 7	37
Glasgow & South Western	...	...	...	...	...	...
Great Northern	95½	95½ ⅝	...	95	95½	96
Gt. South & West. (Ire.)	...	...	...	104¾ xd	...	...
Great Western	68¼ x d	68 7½ ⅝	67¼ ½ ⅝	67½ ⅝ ⅝	67⅞ ⅝	67⅝
Lancashire & Yorkshire	101⅝	102½ 1⅝	99 x d	99½ x d	99½ x d	99⅝
Lon., Brighton, & S. Coast	108½	10 ⅝	108⅝	108⅛ ⅝	108⅛	108½
London & North Western	104½ xd	104⅝ ½	104½	104½	104⅝	104⅝
London and S. Western	104½	104½ ⅝	104½	...	104½ ½	104½
Man., Shef., and Lincoln	37	37½	37½ ½	37⅝ ⅝	37⅞ ⅝	37½
Midland	81⅝ x d	...	81⅝ 1	81⅛ ⅝ ⅛	81⅛ ½ ⅛	81½
Norfolk	...	...	...	...	55 x d	55
North British	47 6½	47½	46	45½ x d	45 x d	45
North Eastern (Berwick)	...	...	85⅛ ½ 5	85	85½ 5	85½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	30	30½ ½	30 29⅝	30 29⅝	...	30
Scottish Central	—	...	...	...	...	...
Scot. N.E. Aberdeen Stock	27½	...	27½	...	27 6⅛	...
Shropshire Union	...	...	...	...	...	48
South-Eastern	74 x d	74½	74	73⅝ 4⅛	...	74½
South-Wales	...	...	86	86	...	86

London Gazettes.

TUESDAY, *March* 17, 1857.

COMMISSIONERS TO ADMINISTER OATHS IN CHANCERY.

BORRETT, THOMAS, 10 Whitehall-pl., Westminster, Gent.—*Mar.* 16.
MITCHELL, WILLIAM HOPE, Tarporley, Cheshire, Gent.—*Mar.* 4.
TWEED, FREDERICK WILLIAM, Horncastle, Lincolnshire, Gent.—*Mar.* 11.

PERPETUAL COMMISSIONER TO TAKE ACKNOWLEDGMENTS OF MARRIED WOMEN.

DAVENET, CHARLES BURTON, Norwich, Gent., for the county of Norfolk. —*Feb.* 10.

FRIDAY, *March* 20, 1857.

NEW MEMBER OF PARLIAMENT.

County of Tipperary—Daniel O'Donoghoe, Esq., commonly called "The O'Donoghoe of the Glens," in the county of Kerry, *vice* James Sadleir, Esq., who has been expelled the House of Commons.

Bankrupts.

TUESDAY, *March* 17, 1857.

CHATTERTON, JAMES, & MOSES CHATTERTON (and not *Catterton* as advertised in last Friday's *Gazette*), Millers and Bakers, Horncastle, Lincolnshire. Mar. 25 and April 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Chambers, Lincoln. *Pet.* Mar. 6.

COLEMAN, JOHN, Theatrical Bookseller, Wolverhampton and Coventry. April 1 and 20, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sols.* Dewes, Coventry; or Finlay Knight, Birmingham. *Pet.* Mar. 14.

CREASY, LIONEL, & JOHN JACKSON CREASY, Butchers, Turnham-green. April 1, at 2, and April 28, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Smith & Son, 6 Barnard's-Inn. *Pet.* Mar. 14.

CRESWICK, THOMAS JOHN, Electro-plated Goods Manufacturer, Sheffield. Mar. 28 and April 25, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Fretson, Sheffield. *Pet.* Mar. 12.

CURTIS, JAMES, Tailor, Gresham, Norfolk. Mar. 27 and May 1, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers; or Atkinson, Norwich. *Pet.* Mar. 11.

HARVEY, JAMES STEEN, Grocer, Birmingham. Mar. 28 and April 17, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Southall & Nelson, Birmingham. *Pet.* Mar. 12.

HIPKISS, THOMAS, Scale Cutter, Sheffield. Mar. 28 and April 25, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Branson & Son, Sheffield. *Pet.* Mar. 7.

MEDWIN, THOMAS CHARLES, & CRESSWELL HALL, Engineers, 92 Blackfriar's-rd. Mar. 31, at 1.30, and April 28, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Carr, 36 St. Mary-at-hill. *Pet.* Mar. 12.

NORTON, JOHN, Corn Merchant, Guildhall-corner, Market-pl, Norwich. Mar. 24, at 11, and April 23, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Jay, Bucklersbury; or Jay & Pilgrim, Norwich. *Pet.* Mar. 12.

SMITH, THOMAS, Licensed Victualler, Nottingham. Mar. 31 and April 28, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Smith, Nottingham. *Pet.* Mar. 12.

SMITH, WILLIAM, Grocer, Nottingham. Mar. 31 and April 28, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Finlay Knight, Bennett's-hill, Birmingham. *Pet.* Mar. 6.

TILBURY, WILLIAM, Brassworker, 81 Great Titchfield-st., Marylebone, and 14 Cleveland-mews, Fitzroy-sq. Mar. 27 and May 1, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Atkinson, 51 Bedford-row. *Pet.* Mar. 13.

FRIDAY, *March* 20, 1857.

CHRISMAS, TILDEN, Coal Merchant, Chatham and Sheerness. Mar. 30, at 11.30, and April 30, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Selby, 15 Coleman-st. *Pet.* Mar. 18.

CLARKE, JOHN WILLDING, Seed Merchant, late of Sidcup, Kent, now of Whittlesea, Isle of Ely. April 2, at 1, and May 1, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Carr, 36 St. Mary-at-Hill. *Pet.* Mar. 17.

COULDREY, SAMUEL, Lime, Brick, and Cement Merchant, Flower's-wharf, Stainsley-rd., Limehouse. April 2, at 1.30, and May 1, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Mar. 19.

FRANGHIADI, GEORGE CONSTANTIN (C. Franghiadi Sons), Merchant, Gresham-house, Old Broad-st. April 1, at 1, and May 6, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Abrahams, 23 Southampton-bldgs. *Pet.* Mar. 14.

GOODWIN, GEORGE (George Goodwin & Co.), Woollen Merchant, Manchester. April 9 and 30, at 1; Manchester. *Off. Ass.* Hernaman. *Sol.* Stead, Princes-st., Manchester. *Pet.* Mar. 17.

GRIEVES, JOHN SAMUEL, Printer, 1 Greystoke-pl., Fetter-la., and 6 Red Lion-ct., Fleet-st. April 1, at 12, and April 29, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Marshall, Sion College Gardens. *Pet.* Mar. 12.

HIGGINS, CHARLES, Brewer, Bridge-st., Salisbury. Mar. 31, at 11, and April 30, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Clarke & Morrice, Coleman-st.; or Hoddings & Co., Salisbury. *Pet.* Mar. 18.

HOWARD, ALBERT WILLIAM, Timber Merchant, 19 New Church-st., Bermondsey, and 16 Pudding-la. April 3, at 11, and May 13, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Keighley, 73 Basinghall-st. *Pet.* Mar. 19.

HUNTER, JOHN, Draper, 32 Nottingham-pl., Stepney. April 2 and May 7, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Bennett & Paul, 1 Size-la. *Pet.* Mar. 11.

LEWIS, EVAN, Victualler, Cymmer, Llantrissant, Glamorganshire. Mar. 31 and April 28, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Cartwright, Bristol. *Pet.* Mar. 9.

MARLOW, HENRY, Ironfounder, Walsall, Staffordshire. April 1 and 20, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sols.* Duignan & Hemment, Walsall. *Pet.* Mar. 18.

WRIGGLESWORTH, JOHN, Linendraper, Halifax. Mar. 30, at 11.30, and April 27, at 12; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Edwards, Halifax; or Bond & Barwick, Leeds. *Pet.* Mar. 18.

BANKRUPTCIES ANNULLED.

FRIDAY, *March* 20, 1857.

DENISON, HENRY, Money Scrivener, Liverpool, Mar. 18.
SYME, ALEXANDER, Stationer, Tonbridge Wells, Kent. Mar. 18.

MEETINGS.

TUESDAY, *March* 17, 1857.

ADAMS, EDGAR, Laceman, North-st., Brighton. April 7, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*
ALLEN, JOHN, & JOSEPH MOORE, Medalists, Birmingham. April 16, at 10; Birmingham. *Com.* Balguy. *Div.*
AYRES, ALFRED CHARLES, Surgeon, Ramsgate. April 7, at 1.30; Basinghall-st. *Com.* Fonblanque. *Div.*
COOK, FREDERICK, Machine Maker, Oldham, Lancashire. April 7, at 12; Manchester. *Com.* Jemmett. *Div.*
DAVIES, JAMES, Currier, Newport, Monmouthshire. April 23, at 11; Bristol. *Com.* Hill. *Div*
ETHERINGTON, EDWIN, Grocer, Godalming and Aldershott, Surrey. Mar. 30, at 12.30; Basinghall-st. *Com.* Goulburn. *Last Ex.*
GRIFFITH, RICHARD, sen., & RICHARD GRIFFITH, jun., Brass Founders, 20 Hatton-wall, and 20 and 21 St. James's-walk, Clerkenwell. Mar. 31, at 12; *By adj.* from Feb. 3. *Last Ex.*—And April 7, at 11; *Div.* Basinghall-st. *Com.* Fonblanque.
MARE, CHARLES JOHN, Ship Builder, Orchard-yd., Blackwall. April 23, at 11.30; Basinghall-st. *Com.* Holroyd. *Dir.*
PAGE, ALFRED, Boot and Shoe Manufacturer, 31 Baker-st., Portman-sq. April 7, at 11.30; Basinghall-st. *Com.* Fonblanque. *Div.*
VAN RAALTE, JOSEPH, jun., Importer of French Goods, 4 Gloucester-ter., St. John's-rd., Hoxton. April 7, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*
WILSON, HENRY, Jun., Currier, 36 Old-st.-rd. April 7, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

FRIDAY, *March* 20, 1857.

BERRY, JOHN, RICHARD BERRY, & THOMAS BERRY, Machinists and Ironfounders, Rochdale, Lancashire. April 30, at 1; Manchester. *Div.*
DAVIS, CHARLES HENRY, Builder, New-cross-rd., Deptford. Mar. 31, at 1; Basinghall-st. *By adj.* from Mar. 3. *Last Ex.*
ELLIOTT, NATHANIEL, Dealer in Cigars, 4 Old Millgate Chambers, Manchester. April 30, at 12; Manchester. *Div.*
FREER, THOMAS, Wine and Spirit Merchant, Leicester. April 28, at 10.30; Nottingham. *Div.*
JOHNSON, JOHN, Ironmonger, Bourn, Lincolnshire. April 28, at 10.30; Nottingham. *Div.*
KENRICK, BAXTON, Ship Owner, Frampton, Lincolnshire. April 28, at 10.30; Nottingham. *Div.*
POLAND, JOHN, Furrier, Broadway, Ludgate-hill. April 9, at 12; Basinghall-st. *Last Ex.*
POLAND, JOHN (Poland & Co.), Wholesale Milliner, 42 Hart-st., Bloomsbury, and 13 & 14 Mount-st., Whitechapel-rd. April 9, at 12; Basinghall-st. *Last Ex.*
SELFE, FRANCIS, Watch Maker, Sheerness. April 1, at 12; Basinghall-st. *Last Ex.*

DIVIDENDS.

TUESDAY, *March* 17, 1857.

BARCLAY, DAVID, Leather Manufacturer, 17½ Richardson-st., Long-la., and 67 Long-la., Bermondsey, Surrey. First, 2*s.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.
BRADSHAW, EDWARD THOMAS, Dealer in Bricks and Timber, Manchester. First, 2 $\frac{9}{20}$*d.* *Fraser*, 45 George-st., Manchester; Mar. 31, or any subsequent Tuesday, 11 & 1.
CLARK, ROBERT, Miller, Liverpool. Second, 2*s.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 & 2.
DAVIES, EDWARD JACKSON, Draper, 214 High-st., Poplar. First, 1*s.* 6*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.
ENSOLL, LOUIS, Draper, Great Titchfield-st., Middlesex. First, 2*s.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.
GURNEY, JOHN KING, Cook, Uxbridge. First, 2*s.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.
KNOWLES, THOMAS, Chemist and Druggist, 61 Seymour-st., Euston-sq. First, 5*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.
SANVILLE, SAMPSON LUCAS, Merchant, Skinner's-pl., Size-la. First, 3*s.* 4*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.
SMITH, SAMUEL, Machine Maker, Northampton. First, 9*s.* 11*d.* *Lee*, 20 Aldermanbury; Mar. 18, and three subsequent Wednesdays, 11 & 2.

FRIDAY, *March* 17, 1857.

GRIGG, DANIEL, Grocer, West Bromwich, Staffordshire. First, 1*s.* 3*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday.
HOUGHTON, HENRY, 48 Friday-st., and 14 Watling-st. First, 6*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; Mar. 25, and three subsequent Wednesdays, 11 & 2.
JARDINE, THOMAS, Stone Mason, Liverpool. First, 3*s.* 0½*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 & 2.
LIEBESCHUTZ, ADOLPH, Outfitter, Liverpool. First, 1*s.* 6*d.* *Turner*, 53 South John-st., Liverpool: any Wednesday, 11 & 2.
OWEN, GEORGE FREDERICK, Butcher, Lewisham. First, 5*s.* 6*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; Mar. 25, and three subsequent Wednesdays, 11 & 2.
STOVELD, MARGARET JANE, Ship Builder, Blyth, Northumberland. First, 1*s.* 2*d.* *Baker*, Royal Arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *March* 17, 1857.

DAVIS, RICHARD, Ship Broker, Cardiff. April 21, at 11; Bristol.
HUGHES, WILLIAM, Joiner, Liverpool. April 9, at 11; Liverpool.
INGE, JOHN KINGSFORD, Brewer and Maltster, Littlebourne, Kent April 8, at 2; Basinghall-st.
LEEMING, JOSEPH, jun., Whitesmith, Hartlepool, Durham. April 8, at 11.30; Newcastle-upon-Tyne.

SCHOFIELD, JAMES, Tailor, Ashton-under-Lyne, Lancashire. April 7, at 12; Manchester.
STEVENS, JOHN HENRY, Engraver, 5 Gt. Wild-st., Lincoln's-inn-fields. April 8, at 12; Basinghall-st.
TAYLOR, HENRY, & HENRY HOYLE, Cotton Spinners, Vale Mill, Bacup, and Manchester. April 7, at 12; Manchester.
WOODS, WILLIAM, Hook and Eye Manufacturer, 51 Union-st., Southwark. April 8, at 12.30; Basinghall-st.

FRIDAY, *March* 20, 1857.

BAKER, SAMUEL, Ironfounder, Birmingham. April 23; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *March* 17, 1857.

BIGGIN, SAMUEL, jun. (S. Biggin & Terry), Saw Manufacturer, Sheffield. Mar. 7; 3rd class.
PIKE, GODFREY GREGORY, Grocer, Birmingham. Mar. 12; 3rd class; after suspension of six months.
WATSON, THOMAS, Mining Agent, 2 Artillery-pl., Finsbury-sq., and JAMES ENOR (carrying on business with Thomas Watson), Dealer in Mining and other Shares, 3 Copthall-bldgs., Throgmorton-st. Mar. 14; 3rd class.

FRIDAY, *March* 20, 1857.

ADAMSON, ROBERT HENRY, Wine and Spirit Merchant, 14 John-st., Berkeley-sq Mar. 14, 1st class.
ALLTREE, JOHN, Tailor, Liverpool. Mar. 13, 1st class.
AYRES, ALFRED CHARLES, Surgeon, Ramsgate. 2nd class.
BERRY, JOHN, of the firm of John Berry, Richard Berry, & Thomas Berry, Machinists and Ironfounders, Rochdale. Mar. 13, 3rd class.
CALLAWAY, BENJAMIN, Builder, Southsea. Mar. 12, 2nd class.
DANBY, GEORGE, Wine Merchant, Watford. Mar. 11, 3rd class.
FREUND, JONAS CHARLES HERMANN, Boarding-house-keeper, 7 West-st., Finsbury. Mar. 13, 3rd class.
HOPE, CHARLES DOUGLAS, Publisher and Bookseller, 16 Great Marlborough-st., 127 A Regent-st., and 33 Lansdown-rd. North, Nottinghill. Mar. 11, 2nd class; having been suspended for six months from day of his last examination.
MOPSET, HENRY, Ironmonger, 7 Mile End-rd. Mar. 10, 3rd class.
UNWIN, JOHN, Baker, Seacombe, Cheshire. Mar. 13, 1st class.

Insolbents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *March* 13, 1857.

BAKER, JOHN, Dealer in Corn and Flour, 1 St. Leonard-st., Bromley, Middlesex. Mar. 27, at 11. *C. Com.* Law.
CONNOR, JOSEPH BRYAN, Hairdresser, 83 Evelyn-st., Lower-rd., Deptford. Mar. 30, at 11. *C. Com.* Law.
FIELD, THOMAS, Baker, 112 Golden-la., St. Luke's. Mar. 30, at 11. *Com.* Phillips.
MONRO, ANN, Assistant to a Milliner, 78 Edgware-rd., Marylebone. Mar. 30, at 11. *Com.* Phillips.
ROBERTS, GEORGE, out of employ, 101 Milton-st., Dorset-sq. Mar. 27, at 11. *C. Com.* Law.
SANDFORD, JAMES SHEPPARD, Draper, Broad-green, Croydon, Surrey. Mar. 30, at 11. *Com.* Phillips.
SIMMONS, JAMES, Labourer in St. Katharine's Dock, 3 Wellington-st., Victoria-pk. Mar. 30, at 11. *C. Com.* Law.
WEBB, CHARLES PHILIP CAMPBELL, Clerk to South-Eastern Railway Co., 63 Rupert-st., St. James's. Mar. 30, at 11. *C. Com.* Law.
WOODROW, ALFRED WILLIAM, Tailor, 5 John-st. West, Thornhill-sq., Islington. Mar. 30, at 11. *C. Com.* Law.
YOUNG, GEORGIANA, out of business, 1 Upper King-st., Bloomsbury (formerly of 140 Oxford-st., Assistant to a Milliner). Mar. 30, at 11. *Com.* Phillips.

TUESDAY, *March* 17, 1857.

BARFOOT, PHILIP, Gentleman's Coachman, 14 Chesham-mews, Belgrave-sq. April 2, at 11. *Com.* Phillips.
BERRY, WILLIAM HENRY, Writing and Dressing Case and Cabinet Maker, 16 Queen-st., Oxford-st. April 2, at 11. *Com.* Phillips.
BLACKMORE, GEORGIE, (passing by the names of Georgie Russell and Georgie Robinson), Spinster, in no business, 1 Warwick-st., Cockspur-st. April 1, at 10. *Com.* Murphy.
BOND, WILLIAM, Baker, Guy's-la., Ealing, Middlesex. April 1, at 11. *C. Com.* Law.
BRYANT, JOHN, Portmanteau and Trunk Maker, 9 & 10 Ryder's-ct., Cranbourne-st., Leicester-sq. April 1, at 11. *C. Com.* Law.
BUIST, ALEXANDER, Coach Painter, 18 Manning-st., Bell-st., Edgware-rd. April 1, at 11. *C. Com.* Law.
FEVER, GEORGE CHARLES, Milk Dealer, 23 Brook-pl., Old Kent-rd. April 2, at 11. *Com.* Phillips.
FOX, FREDERICK FRANCIS, Manager and Foreman to Messrs L. & J. Hemment & Co., Tailors, 43 Lombard-st. April 1, at 11. *C. Com.* Law.
GOODALL, WILLIAM JAMES, Dealer in Corn, New Hampton, Middlesex. April 1, at 11. *C. Com.* Law.
LOFTIN, ALFRED, Porter to a Bookseller, 20 Green-wk., Holland-st., Blackfriars-rd. April 1, at 11. *C. Com.* Law.
PHILLIPS, WATTS, Author and Artist, 4 Eldon-rd., Kensington. April 1, at 11. *C. Com.* Law.
SLOMAN, WILLIAM, Boot and Shoe Maker, 10 Wellington-st., Deptford. April 1, at 11. *C. Com.* Law.
SNELL, ROBERT, jun., Photographer, 7 Glebe-ter., Lower-rd., Islington, and 15 Cleveland-st., New-rd. April 2, at 11. *Com.* Phillips.
TAYLOR, WILLIAM (known as William Jones), Chandler, 5 Craster-pl., Brook-st., Ratcliff. April 1, at 11. *C. Com.* Law.
VINCENT, WILLIAM FREDERICK, Coach and Cart Wheelwright, Scrattage, Hounslow. April 1, at 11. *C. Com.* Law.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET

FRIDAY, *March* 13, 1857.

BING, RICHARD HENRY, Head Bookkeeper to Schroder & Co., 145 Leadenhall-st. (and Director of the Saxon Life and General Assurance Society, 25 Old Jewry), 4 Camden-broadway, Camden-town. *By adj.* Mar. 30, at 11. *Com.* Phillips.
BLAIR, JOHN WILLIAM, Baker, 8 Green-st., Leicester-sq. Mar. 30, at 11. *C. Com.* Law.
BRAME, WILLIAM, Corn and Coal Merchant, 2 Acton-pl., Bagnigge-wells-rd. Mar. 27, at 10. *Com.* Murphy.
DAVIS, HENRY, out of business, 5 North-st., Fitzroy-sq. (formerly of 2 Surrey-pl., Kennington-pk., Grocer). Mar. 30, at 11. *C. Com.* Law.
EDAN, ALFRED LOUIS, Confectioner, 61 Hatton-garden. Mar. 27, at 11. *C. Com.* Law.
FRENCH, CHARLES THOMAS, Farrier, 8 Greenfield-st., Commercial-rd. East. Mar. 27, at 11. *C. Com.* Law.
GOODMAN, ABRAHAM LEVY, Tobacconist, 31 Oxenden-st., Haymarket, and 28 Coventry-st., Haymarket. Mar. 28, at 11. *Com.* Phillips.
GUY, ROBERT, Copying Clerk, Balaam-st., Plaistow, Essex. Mar. 27, at 11. *C. Com* Law.
HUTCHINSON, JOHN SMITH, Exhibitor of Mechanical Figures, 3 Asylum-bldgs., Westminster-bridge-rd., Lambeth, and 21 Blackfriars-rd. Mar. 28, at 11. *Com.* Phillips.
LEGGE, CHRISTOPHER, Collector of Rents and Trustee of the Globe Freehold Land Society, 12 Williams-ter., Prince's-st., Walworth-rd., and 85 Upper Stamford-st., Blackfriars-rd. Mar. 27, at 11. *C. Com.* Law.
PICOT, LUDOVIC, out of business, 163 Waterloo-bridge-rd., Surrey (passing also under name of Louis), (previously of 9 Exeter-change, Strand, Importer of Foreign Goods). Mar. 27, at 11. *C. Com.* Law.
PRIDDLE, WILLIAM ROBERT, Confectioner, 98 Upper-st., Islington. Mar. 27, at 10. *Com.* Murphy.
REED, CHARLES, Butcher, 14 Clarence-st., Waterloo-town, Bethnal-green. Mar. 28, at 11. *Com.* Phillips.
TAMARKIN, ABRAHAM (known as Edward Martin), Dealer in Cigars, 1A Westminster-bridge-rd. Mar. 28, at 11. *Com* Phillips.
THOMAS, CHARLES, Dealer in Horses on Commission, 2 Weston-ter., Westbourne-grove. Mar. 27, at 11. *C. Com.* Law.
TURK, RICHARD JONES, Wholesale Butcher, 5 Weymouth-pl., New Kent-rd., Newington, and 6 Warwick-la., Newgate-st. Mar. 28, at 11. *Com.* Phillips.
WHITE, JAMES HENRY, out of business, 27 Chester-pl., Kennington-rd. (formerly of the Exeter Arms, Burleigh-st., Strand, Licensed Victualler). Mar. 28, at 11. *Com.* Phillips.
WOOD, JOHN, Licensed Victualler, Mitre Tavern, Kingsgate-st., Holborn. Mar. 28, at 11. *Com.* Phillips.
ZUMPF, MICHAEL, Tailor and Draper, 9 Marshall-st., Golden-sq. Mar. 30, at 11. *C. Com.* Law.

TUESDAY *March* 17, 1857.

FARRIES, THOMAS, Law Accountant, 11 Gray's-inn-sq. April 1, at 11. *C. Com.* Law.
HOWSE, GEORGE ARTHUR, Foreman to a Butcher, Wellington-rd., Holloway. Mar. 31, at 10. *Com.* Murphy.
POCOCK, AUGUSTUS, in no business, 9 Dorset-st., Portman-sq., St. Marylebone (formerly of 153 Piccadilly, Clerk and Secretary to the West of London and Westminster Cemetery Company). April 1, at 10. *Com.* Murphy. *By adj.*
STEVENS, JOHN THORPE, Baker, 27 East-st., Manchester-sq. Mar. 31, at 10. *Com.* Murphy.
STURT, JOHN, House Decorator, 60 Upper Norton-st. Mar. 31, at 10 *Com.* Murphy.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *March* 17, 1857.

BANES, GEORGE DANN, one of the Foremen of H. M. Dockyard, Chatham, 1 Scrafries-pl., Gillingham, Kent. April 2, at 10; Rochester.
BARRATT, WILLIAM, Trimming Manufacturer, Bishop-st., Coventry. April 6, at 12; Coventry.
BOND, JOHN PATTEN, Clerk in Holy Orders, Aston-rd., Birmingham. April 3, at 10; Birmingham.
CLAY, JOSEPH, Wood Turner, Stockingford, Nuneaton, Warwickshire. April 9, at 10; Nuneaton.
COCKER, JAMES, Assistant Bookkeeper, Spaw, Royton, Lancashire. April 3, at 12; Oldham.
CROXALL, GEORGE, Draftsman and Ribbon Weaver, 53 Mill-lane, Coventry. April 6, at 12; Coventry.
DARLEY, JAMES, Grocer, Luton, Bedfordshire. Mar. 31, at 11; Luton.
DEAN, JAMES FREDERIC, Journeyman Butcher, Charing, Kent. Mar. 23, at 10; Ashford.
FOSTER, DAVID, House Carpenter, 12 Grosvenor-pl., Pimlico (formerly of Cumberland-st., Luton, Bedfordshire). Mar. 31, at 11; Luton.
FRIEND, ABRAHAM, Travelling Dealer in Jet Ornaments, &c., 273 Great Colmore-st., Birmingham. April 3, at 10; Birmingham.
GOUGH, JOHN, Brass Founder, 139 Charles Henry-st., Birmingham. April 3, at 10; Birmingham.
GREEN, JOSEPH, out of business, 3 York-rd., Edgbaston, Birmingham (previously of Harbourne-rd., Birmingham, Glass Manufacturer.) Mar. 13 [*sic*], at 10; Birmingham.
GRIFFIN, WILLIAM, Corn Dealer, Grendon Underwood, Buckinghamshire. Mar. 26, at 1; Aylesbury.
POLLARD, ARTHUR, Merchant's Clerk, 9 Saint Mary's-pl., Southampton. Mar. 24, at 10; Southampton.
POUND, STEWARD, Boot and Shoe Maker, Newtown-row, Birmingham. April 3, at 10; Birmingham
SHORT, THOMAS, Malleable Iron Founder, 67 Legge-st., Birmingham. April 3, at 10; Birmingham.
STOTT, JAMES, Stone Mason, Pippin Bank, Bacup, Forest of Rosendale, Lancashire. Mar. 31, at 12; Haslingden.
TOROCKFALVA, LEWIS CHARLES EGASZY DE, Doctor of Medicine, and Retail Brewer, 9 Bath-row., Birmingham. April 3, at 10; Birmingham.
WALKINSHAW, HENRY, Engraver, 27 Gt. Charles-st., Birmingham. April 3, at 10; Birmingham.
WELLMAN, JAMES, out of business, 24 Gt. Charles-st., Birmingham (previously of 143 Broad-st., Birmingham, Tailor). April 3, at 10; Birmingham.
WHITWORTH, GEORGE, out of business, Small Bridge, Rochdale, Lancashire (previously at Wuerdle, Rochdale, Farmer). April 2, at 12; Rochdale.
WILLIAMS, JAMES, Carpenter, Chapmore End, Bengeo, Hertfordshire. Mar. 26, at 11; Hertford.
WINTER, CHARLES, sen., Gun Implement Maker, 1 Russell-st., Birmingham. April 3, at 10; Birmingham.

FRIDAY, *March* 20, 1857.

ADAMS, JOSEPH, Fruiterer, High-st., Merthyr Tydvil. April 10, at 10; Merthyr Tydvil.

ARNOLD, ROBERT unemployed (formerly a Mariner), King Edward-st. South, Great Grimsby, Lincolnshire. April 16, at 12; Great Grimsby.

BACKHOUSE, BENJAMIN, out of business, Magdalen-st., Glastonbury (late of Dulcote, Wells, Paper Manufacturer). April 13, at 10; Wells.

BATES, THOMAS, Provision Warehouse Labourer, 3 Forth-la., Newcastle-upon-Tyne. April 7, at 1; Newcastle-upon-Tyne.

BROTHWELL, RICHARD, Wheelwright and Registrar of Births and Deaths, Wragby, Lincolnshire. April 18, at 11; Market Rasen.

BURNELL, RICHARD, Yeoman, Dulverton, Somersetshire. April 16, at 11; Tiverton.

KEMP, GEORGE REES, in no business, Spring-lodge, East Hoathly, Sussex. May 12, at 12; Lewes.

LEIVERS, WILLIAM, Beer-house-keeper, Forest-side, Bulwell, Nottinghamshire. April 14, at 10; Nottingham.

M'LAUGHLIN, SAMUEL, in no business, 12 Dog-bank, Newcastle-upon-Tyne (formerly of 17 Dog-bank, Furniture Broker). April 7, at 1; Newcastle.

PAINE, HENRY, Farmer, Norlington Ringmer, Sussex. Mar. 24, at 12; Lewes.

ROSS, JOHN, Tailor, Thorpe-le-Soken, Essex. April 20, at 12; Harwich.

SABIN, WILLIAM, Wheelwright, Kimberley, Nottinghamshire. April 14, at 10; Nottingham.

SECCOMBE, JOHN, Baker, Saint Austell, Cornwall. April 9, at 10; Saint Austell.

SMITH, EDWARD WRATTEN, Turner and Chair Maker, Hailsham, Sussex. Mar. 24, at 12; Lewes.

STAFFORD, JOHN, Journeyman Saddler, 22 Buxton-st., Newcastle-upon-Tyne. April 7, at 1; Newcastle.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.

FRIDAY, *March* 13, 1857.

ALCOCK, JAMES, Commission Agent, Marslands-la., Sale, near Manchester. Mar. 27, at 11; Lancaster.

ALLAN, WALTER, out of business, Peel-st., Hulme (formerly of 59 & 61 Egerton-st., Hulme, Manchester, Joiner and Builder). Mar. 27, at 11; Lancaster.

AMBLER, WILLIAM, Attorney-at-Law, Great George-st., Salford, and South King-st., Manchester. Mar. 27, at 11; Lancaster.

BEALE, WILLIAM JOSEPH, out of business, Singleton-villa, Brook-st., Rye-croft, Gloucester (formerly of 40 Northgate-st., Gloucester, Chemist). April 16, at 10; Gloucester.

BRAMWELL, WILLIAM COOK, Small Farmer and Butcher, New Market-bldgs., Sandy-la., Blackburn. Mar. 27, at 11; Lancaster.

BRIERLEY, JOSEPH, out of business, High-st., Staleybridge (formerly of Victoria Vaults, Dukinfield, Staleybridge, Licensed Victualler.) Mar. 27, at 11; Lancaster.

BROWN, THOMAS, Brickmaker, Farmworth, Lancashire. Mar. 27, at 11; Lancaster.

BUTTERWORTH, JOHN, Calico Weaver, Pot Oven, Whitworth, Lancashire. Mar. 27, at 11; Lancaster.

CHARNLEY, JOHN, Manufacturing Chemist, Bowker's-row, Bolton-le-Moors. Mar. 27, at 11; Lancaster.

CONNOLLY, JAMES, out of business, Bank-parade, Salford (formerly of 27 London-rd., Manchester, Ironmonger). Mar. 27, at 11; Lancaster.

COREY, WILLIAM, Joiner and Builder, St. Paul's-rd., and Lord's-walk, Preston. Mar. 27, at 11; Lancaster.

CRITCHLEY, JOSEPH, Plumber, Chester-rd., Hulme, Manchester. Mar. 27, at 11; Lancaster.

FRASER, WILLIAM CHARLES, Merchant's Clerk, Strand, Promenade, Bootle, near Liverpool. Mar. 27, at 11; Lancaster.

FRITH, OSHEA, out of business, Caton-st., Hulme, Manchester (formerly of High-st., Oldham, Tailor and Draper.) Mar. 27, at 11; Lancaster.

GREENWOOD, THOMAS, Greengrocer, Lower-pl., Castleton, near Rochdale. Mar. 27, at 11; Lancaster.

HAIGH, JEREMIAH, Commission Agent, 28 St. George's-ter., George's-hill, Everton, Liverpool. Mar. 27, at 11; Lancaster.

HALL, JAMES, out of business, Higher York-st., Choriton-upon-Medlock (formerly of Barlow-st., Choriton-upon-Medlock, Provision Dealer). Mar. 30, at 12; Manchester.

JOHNSON, GEORGE, out of business, Paradise, Salford (formerly of the Gardener's Arms, Cannon-st., Adelphi, Salford, Lancashire, Beerseller). Mar. 27, at 11; Lancaster.

JOHNSON, ROBERT (sued and known as John Sanders), Stonemason, Bamber-st., Edge-hill, Liverpool. Mar. 27, at 11; Lancaster.

KLAUCKE, MARTIN FREDERIC, Commercial Traveller, 153 Duke-st., Liverpool. Mar. 27, at 11; Lancaster.

MIDDLEHURST, EDWARD JOHN, Oil Merchant, Joynson-st., Strangeways, and Bank-bldgs., Cannon-st., Manchester. Mar. 27, at 11; Lancaster.

NORCOTT, JOHN, Journeyman Cabinetmaker, Bevington-hill, Scotland-rd., Liverpool. Mar. 27, at 11; Lancaster.

PARTINGTON, BENJAMIN, Boatman, Lancashire-hill, Heaton Norris. Mar. 27, at 11; Lancaster.

ROBINSON, EDWARD, Cattle Dealer, Garstang. Mar. 27, at 11; Lancaster.

ROSS, DANIEL, Bricksetter, Old-st., Ashton-under-Lyne. Mar. 27, at 11; Lancaster.

SHERIDAN, JOHN, Fruit and Potato Dealer, 9 Mason-st., Swan-st., Manchester. Mar. 27, at 11; Lancaster.

TAYLOR, GEORGE, Assistant Overseer of Castleton, Rochdale, 50 Packer-st., Rochdale. Mar. 27, at 11; Lancaster.

TAYLOR, SAMUEL, Joiner and Builder, Manchester Old-rd., Middleton, near Manchester. Mar. 27, at 11; Lancaster.

VINT, JAMES, Grocer, Victoria-st., Ashton-under-Lyne. Mar. 27, at 11; Lancaster.

WALKER, JOSEPH, out of business, Dalton-st., Manchester (formerly of Redfern-st., Manchester, Brewer). Mar. 30, at 12; Manchester.

WATSON, HARRY, Journeyman Stonemason, Ordsal-la., Salford. Mar. 27, at 11; Lancaster.

MEETINGS.

FRIDAY, *March* 13, 1857.

NEWELL, JAMES, lately a Prisoner for Debt in the Queen's Prison (previously of Lofthouse, Rothwell, Yorkshire, Cordwainer). Mar. 30, at 5 P.M., Elephant and Castle Inn, Lofthouse. To consider how and where his equity of redemption in certain freehold dwelling-houses, &c., situate at Lofthouse, shall be sold by public auction.

TUESDAY, *March* 17, 1857.

PRESTON, JOSEPH, Out-door Labourer, Garden-sq., Hebden-bridge, Halifax. Mar. 31, at 11; Todmorden. *Dir.*

FRIDAY, *March* 20, 1857.

POPE, FREDERICK HOOPER, Public-Accountant, 9 Saint Vincent's-pl., New-cut, Bristol. April 9, at 1; at the Hatchett-inn, Frogmore-st., Bristol, for choosing an assignee or assignees.

DIVIDENDS.

At PROVISIONAL ASSIGNEE'S OFFICE, 5 PORTUGAL-ST., *between* 11 *and* 3.

TUESDAY, *March* 17, 1857.

BAKER, WILLIAM, Surgeon, 5 Earl-st., Blackfriars. 2*s.* 7½*d.*

CANNON, JOHN, Clerk in Holy Orders, Penrith, Cumberland. 20*s.*

DANCE, WILLIAM TOWNSEND, retired Captain R.N., Pinhoe, Devonshire. 10*s.* (making 15*s.*)

DORE, WILLIAM, in no trade, 9 Park-st., Camden-town. 4*s.* 2*d.*

HINE, JAMES HAWKINS, out of business, 25 Walnut-tree-walk, Lambeth. 7*d.*

LOWES, JOHN, out of business, Church-st., Monkwearmouth, Durham. 1*s.* 3½*d.*

PARKER, CHARLES ABRAHAM, Gent., 6 Stanhope-st., Hampstead-rd. 3*d.*

FRIDAY, *March* 20, 1857.

LAFARGUE, ROBERT AUGUSTUS, Clerk, Market Rasen, Lincolnshire. 3*s.* 11*d.* County Court Office, Market Rasen; any day between 10 & 4 (except Saturday, when office closes at 1).

Assignments for Benefit of Creditors.

TUESDAY, *March* 17, 1857.

BROWN, EDWARD, Silversmith, Manchester. Mar. 9. *Trustees*, W. Teasdale, Bookkeeper, Manchester; R. Parkinson, Merchant's Clerk, Manchester; J. Lofthouse, Public Accountant, Manchester. *Sol.* Cooper, Manchester.

BROWN, JOHN, Innkeeper, New London-rd., Chelmsford, Essex. Mar. 10. *Trustee*, C. Sneezum, Innkeeper, 9 Denmark-ter., Islington. *Sol.* Lane, Chelmsford.

CAVE, CHARLES, Builder, Gainsborough, Lincolnshire. Mar. 12. *Trustees*, G. Kidson, Stone and Marble Mason, Gainsborough; J. Cave, Butcher, Gainsborough. *Sol.* Hayes, Gainsborough.

KAYE, JOSEPH, Yeoman, Moor-park, Cheshire. Mar. 3. *Trustee*, R. Roberts, Stonemason, Newtown, Cheshire. *Sol.* Edwards, Newgate-st., Chester.

LLOWARCH, EVAN, Shopkeeper, Sterry, Kent. Feb. 19. *Trustees*, W. White, Cheapside, and R. Davis, Gresham-st., Warehousemen. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

TASKER, WILLIAM, Potato Merchant, Selby, Yorkshire. Mar. 12. *Trustees*, D. Nutt, Farmer, Ellerton, Yorkshire; W. Farrand, Farmer, Brayton, Yorkshire. *Sols.* Weddall & Parker, Selby.

WELLS, JOHN, Builder, Reading, Berks. Mar. 9. *Trustees*, T. C. Williams, Ironmonger, London-st., Reading; C. H. Low, Merchant, Bristol. *Sol.* Slocombe, Abbot's-walk, Reading.

FRIDAY, *March* 20, 1857.

BOOTH, ZACHARIAS, Draper, Staleybridge, Lancashire. Mar. 6. *Trustees* P. Gillibrand, Merchant, Manchester; R. Doncaster, Merchant, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

CARPENTER, WILLIAM, Gent., Pilton, Devon. Mar. 6. *Trustees*, T. Pethick, Merchant, Bristol; R. Pethebridge, Yeoman, Bickington, Fremington, Devon. *Sol.* Bencraft, Castle-st., Barnstaple.

COWLEY, JOHN, Carpenter, Gloucester. Mar. 9. *Trustees*, C. Walker, Timber Merchant, Gloucester; J. Knight, Coal Merchant, Gloucester. *Sol.* Smith, Berkeley-st., Gloucester.

CUFF, NATHANIEL, Butcher, Castle Cary, Somersetshire. Mar. 14. *Trustees*, W. Bewsey, Miller, Yarlington; W. F. King, Gent., Castle Cary. *Sol.* Russ, Castle Cary.

DAVIES, WILLIAM, Draper, Tredegar, Monmouthshire. Feb. 21. *Trustees*, S. Lowry, Warehouseman, Wood-st.; J. Dillon, Warehouseman, Foreest. *Sol.* Sole, 68 Aldermanbury.

GOODWIN, GEORGE THOMAS, Bookseller, Bath. Mar. 6. *Trustees*, J. Hodge, jun., Wholesale Stationer, Drury-lane; E. Binns, Spinster, Tulleck, Leeds. *Sols.* Walker, Grant, & Martineau, 13 King's-rd., Gray's-inn.

HANBURY, SAMUEL, Grocer, Hawkhurst, Kent. Mar. 10. *Trustees*, C. Arckoll, Provision Merchant, Maidstone; S. Lowry, Warehouseman, Wood-st. *Sol.* Sole, 68 Aldermanbury.

HOAD, HENRY, sen., Carrier, Rye, Sussex. Mar. 16. *Trustees*, W. D. Hoad, and J. C. Hoad, Shipbuilders, Rye. *Sol.* Dawes, Rye.

HORN, ALLEN, Rope Manufacturer, Sunderland. Feb. 25. *Trustees*, T. Crozier, Shipowner, W. B. Erle, Ironfounder, and W. Wilson, Timber Merchant, Sunderland. *Sols.* Robinson & Clarke, Sunderland.

JONES, AMBROSE DAVIES, Draper, Church Gates, Wrexham, Denbighshire. Feb. 24. *Trustees*, L. Roberts & T. F. Palmer, Merchants, Manchester. *Sol.* Hampson, Manchester.

PEARCE, JOHN TAYLOR, Draper, Plymouth. Feb. 21. *Trustees*, B. Smith, Warehouseman, St. Martin's-le-Grand; J. Bouch, Warehouseman, Bread-st. *Sol.* Mardon, 99 Newgate-st.

PRICE, SAMUEL CORNELL, Chemist and Druggist, Spon-la., West Bromwich, Staffordshire. Mar. 14. *Trustees*, W. Ellam, Colour Manufacturer, Derby; H. Pegg, Druggist, Birmingham. *Sol.* Vallack, Derby.

RADFORD, JOHN GARRATT, Clothier, Whitechapel, Liverpool. Mar. 6. *Trustees*, W. Bunting, Boot and Shoe Manufacturer, Northampton; J. Radford, Umbrella Manufacturer, Manchester. *Sol.* Britten, Northampton.

ROWLAND, GEORGE THOMAS, Draper, Devonport, Devonshire. Mar. 3. *Trustee*, S. Wreford, Warehouseman, Aldermanbury. *Sol.* Sole, 68 Aldermanbury.

SHALLIS, JOHN FULLER, Bleacher, Dunstable. Mar. 14. *Trustees*, G. Horn, Straw Manufacturer, Dunstable, Bedfordshire. *Sol.* Medland, Dunstable.

THOMPSON, JOHN HICKS, jun., Carpenter, Watton, Norfolk. Mar. 17. *Trustees*, B. Chaston, Watton, Gent.; W. Matthews, Chemist and Druggist, Watton. *Sol.* Massey, Watton.

Partnerships Dissolved.

TUESDAY, *March* 17, 1857.

BAKER, SAMUEL, & ANDREW STEELE (Samuel Baker & Co.); as regard S. Baker. Mar. 4.

BATTEN, ANN, WILLIAM BATTEN, & THOMAS JAGO BATTEN (Ann Batten & Sons), Drapers, Holsworthy, Devonshire. Debts paid and received by T. J. Batten. Mar. 12.

BONE, GEORGE, & WILLIAM WILLMOTT HILL, Manufacturing Chemists, Hinds, Bury, Lancashire. Debts received and paid by Bone. Mar. 12.

BUTTERWORTH, EDMUND, & WILLIAM HENRY BUTTERWORTH, Music Sellers, Leeds. Debts received or paid by Butterworth. Jan. 30.

COOK, WILLIAM, & THOMAS TURNER, Sail Makers, Bristol, and Newport, Monmouthshire. Debts of concern at Bristol received and paid by Cook; and of concern at Newport, by Turner. Feb. 26.

CROMWELL, WILLIAM D., ELIPHALET G. WILLIAMS, HARRISON D. HUNT, DANIEL P. SMOCK, WARREN N. HERRICK, & JOSEPH H. MERWIN (Cromwell, Williams & Co.), New York, and (E. G. Williams & Co.), Manchester, England. Dec. 31, 1856.

DEVY, AMEDEE, & EUGENE EINSTEIN (M. & A. Devy & Co,), Silk Mercers and Milliners, 73 Grosvenor-st., Bond-st. Debts received and paid by E. Einstein. Mar. 16.

DYSON, JOHN BURNS, & JAMES SHEPHERD, Paper Box Makers, 40 Newhall-st., Birmingham. Jan. 1.

FRANCIS, WILLIAM SAMUEL, JOHN RICKABY, & GEORGE FREDERICK DUNN, Engineers, 84 Gray's-inn-la.; as regards J. Rickaby. Mar. 13.

GATES, JOSEPH, & THOMAS GLOVER, Grocers, Tring, Hertfordshire. Feb. 7.

HAYWARD, JOHN, & WILLIAM DURANT, Woollen Drapers, 35 St. Martin's-la., Westminster. Mar. 13.

JONES, ROBERT HUMPHREYS, & THOMAS RYMER, Attorneys-at-Law and Solicitors, Wrexham, Denbighshire. Debts received and paid by Rymer. Feb. 21.

LEWIS, JOSEPH, & RICHARD LEWIS, Linen and Woollen Drapers, Northwich, Cheshire. Debts received and paid by J. Lewis. Mar. 16.

LOCKWOOD, ALFRED, & DANIEL SCOTT (Alfred Lockwood & Co.), Builders and Saw Mill Proprietors, Chester. Debts received and paid by Lockwood. Feb. 14.

MARSHALL, GEORGE, & JOSEPH PAUL, Drawing Mounters, 26 Tavistock-st., Covent-garden. Mar. 13

MILVAIN, HENRY, & GEORGE HARFORD, Sailcloth Manufacturers, Gateshead, Durham. Debts received and paid by Milvain. Mar. 4.

WADEY, THOMAS, & JAMES WADEY, Builders, Hurstperpoint, Sussex. Dec. 31.

WALLACE, DAVID, & GEORGE COWIE CHRISTIE, Drapers, Queen's-bldgs., Knightsbridge. Mar. 14.

FRIDAY, *March* 20, 1857.

ARNOLD, WALTER BROWN, & WILLIAM PONSFORD, Ship and Insurance Agents, 3 Clement's-la., Lombard-st. Feb. 11.

ARNOLL, ROBERT, THOMAS HODGE, & HENRY KING THORNE, Biscuit Manufacturers, Barnstaple, Devon; as regards H. K. Thorne. Feb. 23.

ATKINSON, HOLDBY, & JOHN G. ATKINSON, Auctioneers, Huddersfield. Debts received and paid by J. G. Atkinson. Mar. 13.

BECK, PETER, & WILLIAM BECK, Wine and Spirit Merchants, Shrewsbury. Mar. 12.

BOWER, JOSHUA, & CHARLES GROSVENOR (Joshua Bower & Co.), Glass Manufacturers, Hunslet, Leeds, and elsewhere. Debts received and paid by Bower. Feb. 21.

BROWN, GEORGE, & WILLIAM MACRORIE (Brown & Co.), Tailors, 11 Princes-st., Hanover-sq. Debts received and paid by Brown. Mar. 18.

BRUCCIANI, DOMENICO, & GIOVANNI GRAZIANI, Plaster Figure Makers, 1 Leather-la., Holborn. Debts received and paid by Brucciani. Mar. 17.

COOPER, CHARLES, & HENRY AUSTIN ISARD, Butchers, Westow-st., Norwood. Mar. 16.

CRAWSHAW, RICHARD, & SAMUEL SMITH, Millowners, New-mill, Batley Carr, Dewsbury, Yorkshire. Feb. 23.

CROOK, JOSEPH, HENRY CROOK, JOSHUA CROOK, jun., & JOHN CROOK, deceased (Joshua Crook & Sons), Cotton Spinners, Bolton and Manchester; as regards John Crook, deceased. Dec. 27.

CUTLER, GEORGE, & SAMUEL CUTLER, Gas Holder and Boiler Makers, 8 Wharf, Wenlock-rd., City-rd. Debts received and paid by G. Cutler. Sept. 29, 1855.

HEGINBOTTOM, JAMES, Jumples, Ovenden, Halifax, & JOSEPH HEGINBOTTOM, Friendly, Ovenden, Cotton Spinners at Lee-bank Mills. Debts received and paid by James Heginbottom. Feb. 14.

HUXTON, WILLIAM, & JAMES MAUGHAM, Corn and Provision Dealers, Commercial-brow, Newton-green, Newton-by-Hyde, Cheshire. Debts received and paid by Huxton. Mar. 17.

HYDE, JOHN, sen., JOHN HYDE, jun., & HENRY BAKER, Retail Woollen Drapers, Abingdon, Berks. Debts received and paid by Baker. Mar. 17.

KEDGE, THOMAS, & WALTER BROWNING EMMOTT, Appraisers and Public-house Valuers, 110 Great Dover-st., Southwark. Mar. 13.

MARSLAND, EDWARD, & THOMAS EDMUND MARSLAND (Marsland & Nephew), Calico Printers, Stockport and Manchester. Debts received and paid by E. Marsland. June 30.

MELLIER, MARIE AMEDEE CHARLES, & JEAN MARIE LEONIDAS CAILLAUD, Manufacturers or Dressers of Leather, Marshgate-la., Essex. Mar. 18.

METCALFE, JAMES, & WILLIAM METCALFE, Soda-water Manufacturers, 104 Upper Whitecross-st., St. Luke's. Debts paid by J. Metcalfe. Dec. 25.

MURTON, THOMAS WILLIAM, & JOHN WELLS, Tobacconists, 4 Surrey-pl. Newington. Mar. 17.

PORTER, GEORGE (who died Sept. 7, 1856), ALFRED PORTER, & SAMUEL STENTON MARKHAM (Porter, Son, & Markham), Architects and Surveyors, Fort-pl., Bermondsey, and Kennington-row, Kennington-park; as regards G. Porter, deceased. Mar. 14.

RAYNOR, WILLIAM, ISRAEL GOTT, & THOMAS HOLT, Ironfounders, Newton-heath, Manchester; as regards Raynor. Mar. 17.

ROSENBERG, LOUIS, & THOMAS YOUNG, Tobacconists, 50 Rochdale-rd., Manchester; by notice of L. Rosenberg. Debts received and paid by Rosenberg. Mar. 16.

SCHULTZ, FERDINAND AUGUST, & AARON ASSER LOTINGA (Ferdinand Schultz & Co.), Ship Chandlers, Sunderland. Debts received and paid by Lotinga. Mar. 13.

SCOTT, JOHN, & GEORGE WOLFE LYDDALL, Shirt Collar Manufacturers, 50 Bedford-st., Strand. Mar. 17.

SHARVELL, WILLIAM, & TRAITON ROCHESTER, Grocers, Burwash, Sussex. Debts received and paid by Rochester. Mar. 14.

STANNARD, THOMAS, & HENRY DAY, Surgeons and Apothecaries, 12 Old Cavendish-st., and 2 Edward-st., Golden-sq. Mar. 13.

STREVENS, JOHN, & JOHN LLOYD STREVENS, Ship Chandlers, 20 Bermondsey-wall, Bermondsey, and 86 Tower-hill. Debts received and paid by J. L. Strevens. Mar. 17.

VERRY, JAMES, JOHN NUTTING, WILLIAM HENRY TUCKER, & RICHARD RIDLER, General Warehousemen, Bristol; as regards J. Verry. Jan. 31.

WATHEN, JAMES BATEMAN, & JOHN HEBB, Manufacturers of Earthenware, Fenton, Staffordshire. Mar. 16.

WILSON, ALFRED, & BENJAMIN PAINE TODD, Meat Salesmen, Newgate-market. Mar. 18.

YOUNG, ADAM, & JOHN BENNETT, jun., Drapers, 6 Conduit-st., Regent-st. Debts received and paid by John Bennett, jun. Mar. 17.

Creditors under Estates in Chancery.

TUESDAY, *March* 17, 1857.

BETTSWORTH, THOMAS (who died in June, 1843), Coal Merchant, Davis-pl., Chelsea. Creditors and incumbrancers to come in and prove their debts or incumbrances on or before Mar. 30, at V. C. Stuart's Chambers.

BOUTELL, ANN (who died on Dec. 5, 1815), Spinster, Thorpe-next-Norwich. Incumbrancers to come in and prove their debts on or before Mar. 26, at V. C. Stuart's Chambers.

DAVEY, JOHN (who died in April, 1848), Yeoman, Cardinham, Cornwall. Creditors to come in and prove their debts on or before April 15, at the Master of the Rolls' Chambers.

HINDLE, JOHN (who died June 9, 1854), Gent., Nelson-lodge, Stoke Newington, Middlesex. Creditors to come in and prove their debts on or before April 18, at V. C. Kindersley's Chambers.

LAYTON, THOMAS (who died in June, 1855), Esq., 50, Burton-cresc., Middlesex. Incumbrancers to come in and prove their debts or claims on or before April 15, at the Master of the Rolls' Chambers.

MAYNE, WILLIAM, sen. (who died in Mar. 1853), Coal Merchant, Compass-hall, Ilfracombe, Devonshire. Incumbrancers to come in and prove their debts and incumbrances on or before April 15, at the Master of the Rolls' Chambers.

NORMAN, WILLIAM (who died in Oct., 1856), Innkeeper, Withyham, Sussex. Creditors to come in and prove their debts on or before Mar. 30, at V. C. Wood's Chambers.

USBORNE, THOMAS (who died in May, 1845), Esq., Gillwell-house, Sewardstone, Essex, and Montague-pl., Russell-sq. Creditors to come in and prove their claims on or before April 28, at V. C. Kindersley's Chambers.

WILLIAMS, Rev. CHARLES (who died in Jan., 1855), Clerk, Manasein-cot., Llanfigan, Brecon. Creditors to come in and prove their claims on or before April 5, at the Master of the Rolls' Chambers.

FRIDAY, *March* 6, 1857.

BOLTON, WILLIAM (who died on Dec. 19, 1856), Straw Manufacturer, Luton, Bedfordshire. Creditors and incumbrancers to come in and prove their debts or claims on or before April 18, at the Master of the Rolls' Chambers.

BRABANT, JOHN (who died in Jan. 1855), Farmer, West Law, Elchester, Durham. Creditors to come in and prove their debts on or before April 22, at the Master of the Rolls' Chambers.

BRYANT, EDWARD NEWTON, (who died in Dec. 1856), Stock Broker. 16 Throgmorton-st., and Loraine-pl., Holloway, and Vellmead house, Crookham common, Crondall. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before April 23, at the Master of the Rolls' Chambers.

HUSSEY, Rev. THOMAS JOHN, Clerk, Hayes, Kent. Creditors who are entitled to the benefit of indenture of assignment, dated April 21, 1854, to come in and prove their debts on or before April 15, at the Master of the Rolls' Chambers.

KNIGHT *v.* POCOCK, incumbrancers on the property, 8, 9, 10, 11, 13, 14, 15, 16, 19 and 21 Thornhill-cresc., St. Mary, Islington, subsequent to the plaintiff's security, dated Mar. 24, 1852, to come in and establish their claims on or before April 23, at the Master of the Rolls' Chambers.

MEGGET, AITKEN (who died in April, 1855), Leather Merchant, 12 Great St. Thomas Apostle. Creditors to come in and prove their debts on or before April 17, at the Master of the Rolls' Chambers.

PEARSON, Rev. JAMES (who died in May, 1856), Clerk, Stoke, Kent. Creditors and incumbrancers to come in and prove their debts or claims on or before May 1, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *March* 17, 1857.

ANGLO-CAMBRIAN MINERAL WORKING COMPANY.—A petition for the dissolution and winding up of this Company was, on Mar. 12, presented to the Master of the Rolls by Charles Thomason Thompson, Sussex-gardens, Hyde-park, M.D.; Charles Thomas Heneage, 3 Cadogan-pl., Esq.; George Cary Elwes, 6 Cadogan-pl.; and John Brown, Oak House, Hammersmith, Surgeon. *Sols.* R. & S. Mullens, 7 Poultry.

FRIDAY, *March* 20, 1857.

HULL AND LONDON FIRE INSURANCE COMPANY.—A petition for the dissolution and winding up of the above-named Company was, on Mar. 18, presented to the Master of the Rolls by Thomas Allan & James Burgoyne, and will be heard before him on Mar. 28. *Sols.* Jackson & Smith, 19 Essex-st., Strand.

Scotch Sequestrations.

TUESDAY, *March* 17, 1857.

COUPLAND, JOHN, Hairdresser, Dumfries. Mar. 26, at 12, Commercial Inn, Dumfries. *Seq.* Mar. 12.

CRICHTON, CHARLES, Surgeon, Fort William. Mar. 24, at 1, Caledonian Hotel, Fort William. *Seq.* Mar. 11.

FLEMING, JAMES, Innkeeper, Coupar-Angus, Perthshire. Mar. 21, at 11, Procurators' Library, Perth. *Seq.* Mar. 10.

ROOME, DAVID, Laceman, Sauchiehall-st., Glasgow. Mar. 23, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Mar. 12.

SLACK, ELIJAH, Manufacturing Chemist, Glasgow. Mar. 23, at 12, George Hotel, George-sq., Glasgow. *Seq.* Mar. 12.

FRIDAY, *March* 20, 1857.

GALLACHER, PETER, Grocer and Spirit Dealer, 562 Gallowgate, Glasgow. Mar. 24, at 12, Rose Hotel, Argyle-st., Glasgow. *Seq.* Mar. 16.

MACDONALD, ALEXANDER, Merchant, Portree. Mar. 25, at 12, Ross's Hotel, Portree. *Seq.* Mar. 16.

Scotch Partnerships Dissolved.

TUESDAY, *March* 17, 1857.

PATTISON, GODFREY, FREDERICK HOPE PATTISON, JAMES PATTISON, & THOMAS FREEBAIRN SMITH (Godfrey Pattison & Co.), Commission Merchants, Glasgow and Manchester; as regards T. F. Smith. Jan. 1.

FRIDAY, *March* 20, 1857.

WATT, ROBERT, & THOMAS B. YULE (Watt, Yule, & Co.), 4 Bernard-st., Leith. Mar. 9.

To SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, MARCH 28, 1857.

THE BLACK ART IN AN AGE OF LIGHT.

Staffordshire may now claim the honour of having produced the most consummate villain, and the greatest fool, in England. At the recent assizes for that notorious county, JAMES TUNNICLIFF was tried for obtaining about £30 of THOMAS CHARLESWORTH, by falsely pretending that the prosecutor, his wife, child, cattle, horses, and goods, were bewitched, and that he, the prisoner, had power to remove the spell. The prosecutor was described as a substantial farmer, and a very respectable looking young man. He married at the end of 1855. At that time, his mother was living with him, but she left in the following February. As often happens, she disagreed with her son's wife, and they parted, after a lively interchange of compliments. The old lady probably believed, as old ladies will, that her daughter-in-law was a useless, thriftless thing, that would bring discomfort and ruin on her son, and she felt under no obligation whatever to conceal her thoughts; so she quitted her son's house, uttering a dire prediction of impending woes. Some part of her prophecy, being quite consistent with probability, was fulfilled; and her son's superstition being thus set at work, brought on him greater calamities than any she had ever threatened. After the mother's departure, the cheese would not turn, and the dairymaid was taken ill. The former event no doubt arose out of the unskilfulness of mistress and servant, and the latter from natural causes. But it was suggested to the prosecutor that these misfortunes were caused by witchcraft, and that he should apply to the prisoner, who was in the habit of stopping witchcraft, to contend against the infernal powers. The prisoner, it appears, in the intervals of his sublime function, kept a beer-shop. Probably he thought that the sanctity of his character would be enhanced by his thus following a trade. The apostle PAUL, it might be remembered by the neighbours, was a tentmaker. Resisting witchcraft, however, proved far more profitable than selling beer. At the very first visit, he received from the prosecutor between £6 and £7 for disenchanting himself, his wife, the twenty-seven cows, the dairymaid, and the cheese-kettle. But next day, the unfortunate family were no better; and still the cheese would not "come." The prosecutor went to the prisoner's house to fetch him, and there drank two cups of ale, and was very ill on his way home. It was suggested that the prisoner caused this illness by drugging the beer, in order to obtain the opportunity of pretending that his dupe was now under the influence of a more potent spell, which had been invoked since yesterday by the incensed matron. We soon hear that the magician became regularly installed in the house of his silly victim, and there found ample opportunities, no doubt, of producing appearances for removing which he might be paid handsomely. The prosecutor's mother came to his house about this time, and the prisoner assured him that she had again put a curse on everything, and he must have more money to counteract her spells. On this occasion, he charged 3s. 6d. a-head for all the sheep, calves, and pigs, and 5s. for the baby, and received in all £15. The prisoner resided for some time in the prosecutor's house as a servant. What became of the "Royal Oak" meanwhile we are not informed. Perhaps, the landlord charged his familiar spirit to act as tapster, and to keep the score. ST. DUNSTAN'S servant, we know, borrowed his master's powers, and commanded a broomstick to do the former office for him; and it obeyed only too well, for the monk was drowned in beer. The supposed enchantment began in April, 1856, and continued until the 17th of last month, when the prosecutor began to perceive the true nature of the spell that bound him, and ordered the prisoner off his premises. The amount realised by this ten months' course of knavery was stated to have been £30.

After such an example of credulity in our own day, we shall have no difficulty in understanding the facility with which convictions were obtained for witchcraft two or three centuries ago. In the time of JAMES I., the dowager Mrs. CHARLESWORTH would certainly have been burned or drowned, as was the fate of many an ancient female with a crabbed temper and a scolding tongue. It was shown that the prosecutor and his wife were habitual topers. Their health was impaired, and their faculties were confused by the malignant influence of the bottle-imp. But they insisted upon ascribing these ordinary results of every-day vice to a supernatural agency. The prosecutor believed that his father was bewitched eight years ago, "because he was in a poor low way." The fact was, that the father died of *delirium tremens*, produced by drinking. The neighbours suggested, in a common-sense way, that if the prosecutor and his wife would eat more and drink less, they would be better, and might kick the prisoner off the premises. The wife, we suppose, had more of the imaginative faculty than her husband, and consequently her description of the nocturnal spirits' working is far more terrible than his. "We heard the cows all lament, and the horses prancing, the dog howling, and a many strange noises." The prisoner one night went into a room alone, saying that it would be either death or glory to him, and he returned with "a blueness over him," and announcing his victory in the spiritual strife. Another night, Mrs. CHARLESWORTH told the court, that she "was snatched up in bed as straight as I am now, and was shaken all to death." The prisoner was sleeping in the same room with the prosecutor and his wife. He got out of bed, and lit the candle, and brought Mrs CHARLESWORTH'S Bible to her bedside. On cross-examination, the solemnity of this midnight scene was a little impaired by the admission that he also assisted her to a drop of brandy. This soothed her, and she "went better after that." The Bible, according to the prisoner, was stopped by him in the very act of making to itself legs, and walking off to aid in some way the incantations of the rival wizard. The "shakings" of Mrs. CHARLESWORTH lasted for two hours. There seemed to be cats fighting in the room, and yells were heard "like unto a dog, but louder." Another night there was an awful shaking at the door, and "we said the LORD'S Prayer;" and then, of course, they had a drop of gin. They went in terror to the house of Mr. COPE, a near neighbour, who had given them the sensible advice before alluded to, and told him that if they had not said the LORD'S Prayer the house would have fallen down. Mrs. CHARLESWORTH complained that her lips were parched, and Mr. COPE recommended a little gin-and-water. The lady "declined the water," and took a glass of neat gin. On another occasion the dog was very bad, and appeared either all on fire, or to be followed by another fiery dog. This story, too, was confirmed by a servant girl, who betrayed no partiality for

either brandy or gin, and who, as she possessed some small glimmering of unobscured intelligence, appears to have suspected the fraudulent practices of the prisoner. She, however, sober and sensible as she was, deposed to seeing "our dog, and the shape of another dog after it, all on fire." Still, when she felt ill herself, she impeached neither the prisoner nor anybody else of witchcraft, but complained to her master that the prisoner had dosed her, and soon after that he was sent away.

The delusion had thus lasted for full ten months, and might have prevailed much longer, but that the prisoner was so unwise as to "have some words" with this servant girl, whom he should rather have striven to make his friend. By a most superfluous and unfortunate exercise of his divining skill he "found out something" between the dairymaid and the cowman, and imparted his discovery, real or pretended, to the mistress. The girl "gave him a bit of her mind"—a favour which she also bestowed very effectively on the counsel who cross-examined her—and from this moment the star of TUNNICLIFF declined; his influence over his dupes gave way as soon as they made the smallest inquiry into his pretences. In a few days he was waited upon by a police-inspector, and he is now undergoing a sentence of twelve months' hard labour, which, for a rogue who has lived, and lived well, by simple lazy lying, is certainly an appropriate punishment. Perhaps no stranger history than this was ever told in a court of justice. We see gross and degrading superstition co-existent with, if not fostered by, intemperance. We see that this superstition at once tempts impostors to make the most extravagant claims to supernatural power, and prepares the minds of of their dupes to believe the wildest and most monstrous charges of infernal practice. We can now readily understand, and very slowly censure, the boundless credulity of bygone ages; and we must confess with shame that we are little or not at all superior in enlightenment to our forefathers. Ignorance is as dark, superstition as rampant, imposture as bold as ever. But, in one respect, the progress of the world's life has not been in vain. If we read the proceedings of the witch-finders of the time of JAMES I., and then contrast with them the patient hearing and careful summing up of Mr. Justice WILLES—his anxious consideration of the technical point raised on the prisoner's behalf by his able counsel, and his consultation, before deciding it, with his Brother CROWDER—and, lastly, the just but still humane severity of the sentence passed—if we consider all these things, they may strengthen us in the belief—often it may be very rudely shaken—that the march of civilisation is indeed onward, and that our age is really better than those that have gone before it.

THE TREATMENT OF CRIMINALS.

Mr. PEARSON, the City Solicitor, has published a pamphlet bearing for its title the question—"What is to be done with our Criminals?" The temporary excitement of politics may postpone its consideration, but few subjects stand more in need of comprehensive and statesmanlike treatment. We called attention to some of its features several weeks ago, in commenting on the debate on transportation, and took that opportunity of expressing our conviction that the measures proposed by the Government were mere stopgaps, which would only be valuable if they were followed up by enactments of a wider scope. Mr. PEARSON'S pamphlet is intended to suggest a plan of that kind; and it is due not only to the importance of the suggestion but also to the position of the advocate, to consider its merits. According to Mr. PEARSON, there are three systems for the management of criminals, amongst which the range of our choice is limited. First, there is the cruel and cheap system; secondly, the expensive and effeminate system; and thirdly, the self-supporting and manly system. The cheap and cruel system Mr. PEARSON considers as exploded, though it seems, according to his account, to have answered its purpose. The expensive and effeminate system he considers to be a failure; whilst the merits of the proposed manly and self-supporting system are entirely matter of conjecture—though of conjecture which in his hands is to the last degree hopeful and promising. One peculiarity of Mr. PEARSON'S remarks is, that he recognises facts which do not correspond to his own views. He admits that the cheap and cruel system attained its object to a very great extent indeed; and it is no slight symptom of honesty, as times go, for a man to dare to confess that by unflinchingly hanging all persons guilty of crimes of a certain degree of gravity, a considerable diminution in the number of criminals may be effected. Great restraints, no doubt, both are and ought to be imposed by public sentiment on the severity of legal punishments; but Mr. PEARSON'S pamphlet proves convincingly that within these limits severity of punishment is a most valuable and powerful auxiliary to law. Mr. PEARSON'S exposure of the expensive and effeminate system of prison discipline appears to us both powerful and satisfactory; but when we come to his third head—the proposal of a self-supporting and manly system—our confidence in the soundness of his conclusions is very rudely shaken. Mr. PEARSON'S scheme, in its leading characteristics, resembles the mark system, invented, we believe, by Captain MACONOCHIE. The essential feature of this system is, that the prisoner is to be sentenced to so many hours of labour; that he is to be considered as having a right only to bread and water; but that he is to be allowed by labour not only to work out his sentence, but also to improve his diet while so doing. Thus, if a man were to work for twelve hours, he would not only shorten his sentence by that amount, but earn into the bargain 6d. worth of improved diet. This scheme rests on the principle that idleness is the chief cause of crime; that labour must, therefore, be the most effectual remedy for it; and the hope of obtaining the means of indulgence for certain appetites is the force by which the whole machine is to be set in motion. We do not doubt that these views may furnish valuable suggestions for the improvement of prison discipline; but for two reasons which appear to us conclusive, we cannot join in Mr. PEARSON'S anticipation of obtaining any important results from adopting them in their full extent.

Mr. PEARSON appears to us to fall into the common error of almost all systematic writers, in looking upon human nature as being very much simpler than experience shows it to be. Theft is, no doubt, the commonest of crimes, and idleness is very often the predisposing cause of theft; but there are many crimes which are as congenial to an energetic disposition as theft is to an idle one, and we do not see that a system of which the very best that can be said is, that it has some tendency to foster habits of industry and self-control, has any special means of affecting such persons. Anger and lust lead men into crime almost as often as idleness; the crimes so produced are of a far deeper dye than theft, and they are usually committed by men of an energetic temperament. It would seem, therefore, that Mr. PEARSON'S system is so arranged as to have almost no special influence on the very worst and most dangerous class of criminals. Even with respect to those for whom it is more peculiarly intended, we are very sceptical as to its power. All that it does, is to place the criminal under the same system under which the constitution of nature has placed us all, though in a rather less palpable manner. Indeed, in Mr. PEARSON'S eyes, this is the great recommendation of the scheme, and he is at considerable pains to prove, by theological considerations, that his system is only a new application of the original curse upon the ground which followed Adam's sin. If this is so, we can only say, that the fact itself seems incon-

sistent with the soundness of his proposal. The people whom he proposes to reform by the application of the law of nature, are precisely those respecting whom it has been already proved that they are beyond the reach of that law. If the prospect of remote advantages to be obtained by a course of self-denying labour, and of some slight additional comfort in their way of life were sufficient for the purpose of reforming criminals, this prospect would have been sufficient for the purpose of preventing them from becoming criminals. It seems to us little less than absurd to suppose that a man who preferred theft with its frequent hardships and positive dangers to a life of industry, leading, through self-denial, to comfort and independence, would be likely, of his own accord, to prefer self-denial and labour to idleness. We believe, that one of Mr. PEARSON'S "manly and self-supporting" prisons would, in fact, be much the same as any other prison. The hope of earning freedom a little sooner, or even of earning tea and beer at the end of the week, would act faintly on people whose views of life are generally limited to the day's indulgence; and we feel satisfied that to ninety-nine prisoners in a hundred the system would make little difference; whilst the hundredth man would probably not require its intervention.

Our doubts about Mr. PEARSON'S views apply even more strongly to his hopes of making his prisons "self-supporting" than to his hopes of making them "manly." It is quite true that "the confiscated labour" of a great number of tailors, shoemakers, carpenters, and agricultural labourers, seems, at first sight, to be capable of forming a very valuable fund, but there are some considerations which Mr. PEARSON appears to us to overlook, which materially diminish its value. The value of labour depends entirely upon the operation of the law of supply and demand. If 100 tailors were to make a present of themselves to the town of Aylesbury, saying, "our labour is worth so much per man per day, therefore, you must of necessity be able to maintain us profitably to yourselves," we suspect that the town of Aylesbury would be but little obliged for the offer. A man's labour is only valuable in certain places, and at certain times. Suppose, for example, there were amongst the convicts ten attorneys, ten barristers, ten physicians, and ten clergymen, how would Mr. PEARSON employ them? Their labour, under favourable circumstances, would be worth that of perhaps 500 or 600 farm-servants, but when they were all brought together in one place it would be utterly worthless. This particular case, of course, is not likely to arise; but the operation of the criminal law would bring people together in a manner quite as arbitrary. It is not at all an absurd supposition, for example, that the population of the "manly" prisons might consist of button makers, smiths, framework knitters, small shopkeepers, tramps, stationers, miners, butchers, and here and there a gentleman or two. How could the labour of such a heterogeneous mass be turned to such a profitable account as to pay for a prison inclosing a park of 1,000 or 2,000 acres of land?

We have left out of account one of the most important objections to the scheme. We cannot be persuaded out of the belief that the great object of punishment is to deter men from crime, and to avenge society upon those who have committed it. Reformation is all very well in its way, but it is an entirely secondary and subordinate object. Men should be reformed out of jail; when they come there, they come to be punished.

UNSEATING A MEMBER.

Before we next address our readers, the fever fit will have in great measure subsided, and the national pulse have resumed its normal condition. Most of the borough "returns" will have showered in upon Mr. ROMILLY, their official recipient, though it will not be known in many counties what knights, "most fit and discreet, girt with swords" (in the old fashioned phraseology still adhered to), have been chosen to serve in the new Parliament. Even while we write, the struggle, in many constituencies is over; but amongst that constituency which we editorially represent, we reflect with pleasure that the fun is only beginning. The game of electioneering is one in which no one need take a part unless he pleases, and in which the players are well able to pay for their amusement. Hence the attorney who makes a "good thing" out of an agency or an election petition is not disturbed, as he sometimes has occasion to be, in a contested and profitable lawsuit, by remembering that that which has given him wherewithal to live, has probably brought misery and privation to one or other of the litigants.

Though, then, we repeat, an election be closed, it would be a great mistake for the friends of the rejected candidate to suppose that there is no room for hope; or for him who fills the envied position of "head of the poll," to rejoice over much at the success he has achieved. The wary practitioner at Guildhall shakes his head, while his client is toasting his verdict, for visions of the rule *nisi* which may be impending rise and trouble him. And, in like manner, the danger of a "petition against the return" can scarcely ever be altogether disregarded during the first fortnight after the meeting of the new Parliament; though the humanity of our law has limited the time within which it can be presented, unless under special circumstances, to that reasonable period. It may possibly stimulate the exertions or allay the fears of some of our readers, if we devote a little space to the consideration of the more usual grounds, on which a member is sought to be unseated by the verdict of an election committee.

During the Parliament which preceded that which has just expired there were between thirty and forty controverted elections; and in about two-thirds of these one or both of the members were unseated. The grounds of the petition in the larger number were bribery or treating; three were on account of the member being disqualified to sit; and two were in respect of the insufficiency of the notice of election. These *data* are sufficient to raise a considerable probability that such of the present elections as may hereafter be controverted, will be fought upon one or other of these grounds, or upon the fresh one, of *undue influence*, which the Corrupt Practices Act of 1854 defined for the first time, if it did not altogether create.

Of these grounds for avoiding an election, that of bribery and treating has always been the most important; and as to the offence of "bribery," it cannot be too carefully borne in mind that the effect of the recent statute upon it is by no means merely to consolidate previous provisions. A new and most complicated definition is laid down; bribery in the candidate is carefully distinguished from bribery in the voter; the agent and the subject are impartially punished; while many acts and payments of the candidate or his agents, which under the old law would have passed muster, will now be impaled on one or other of the five forks of the famous 2nd section. Thus, it was formerly held that the voter must have *accepted* the bribe in order to complete the offence; but now, to tamper with a coy elector is as dangerous as if your five-pound note were buttoned into his breeches' pocket. So also the present Act for the first time places *loans* on the same footing as regards the lender as absolute gifts—a species of corruption which, as some of us may remember, was especially denounced and mourned over by the committee which sat on the Lyme Regis election in the year 1842, but which could not be reached by the statutes against bribery then in force. The same may be said of payments of parochial rates for the purpose of enabling a voter to be registered, and the voluntary discharge of a voter's bill for services *bonâ fide* performed, but payment of which had been refused till the time of election. Such solicitude that all should enjoy their franchise, or such conscientious awakening as that last mentioned, will no longer be safe in its consequences, though, under the less uneasy virtue of other days, they have both, we believe, run the gauntlet of an election committee. Then, again, the offence of bribery in the voter has been now extended so as to make the act complete on his *agreeing* to vote corruptly as requested, whereas, it was formerly essential that he should have actually voted before his crime was committed. This species of bribery, however, inasmuch as it does not affect our immediate subject—viz. the displacement of a member, we shall pass over without further notice, except to express our astonishment at the singular conduct of those who

framed this Act, in repealing and failing to re-enact the 2 Geo. 2, c. 24, by which it was made penal in a voter to *ask* for a bribe, though the request were not acceded to. Did any compassion for human frailty dictate this leniency, or was it only one of those omissions which our future Minister of Justice is to protect us against?

"Treating," as distinct from bribery, though it has been carefully prohibited since the "Treating resolution" of the year 1677, has yet been always considered as an offence of inferior malignity; and the new Act recognises and preserves the distinction, by making the one indictable, while it visits the other with pecuniary penalties only. As regards the seat of the member whose return is petitioned against, however, there is no practical difference, for his election will be declared void if the committee report against him on this point. And if he be sued for the penalty attached by the statute to "Treating," and proof be made to the revising barrister that judgment has been obtained against him, he will for ever lose his franchise equally as if the offence had been bribery, and—like a weasel nailed against a barn—will be exhibited in a special list on the church doors and other public places, for the warning of others. Such being the consequence of treating in reference to the seat and the electoral franchise, it is very important rightly to apprehend its nature. But, as to this, little additional aid is afforded by the new statute. The "corrupt" motive of the treater is still, as under the previous provision of 5 & 6 Vict. c. 102, s. 22, essential to the commission of this offence. But greater facilities for *ascertaining* the intention and rebutting the presumption of its being corrupt, which arises from acts of the candidate's agents, seem now to be afforded by recent legislation, viz. by the Evidence Amendment Act (14 & 15 Vict. c. 99), which gives the committee power for the first time to examine, if they see fit to do so, the candidate himself on oath. Hitherto such acts have been held conclusive, as for example when Mr. DEERING was unseated for Aylesbury, in 1851, on its being shown that his agents were present at some entertainments given to voters after they had polled, though the practice of such entertainments had been always customary on both sides at elections for that borough.

To pass on to another ground for controverting an election—the "disqualification" of the member returned. This may happen, in the first place, from his not possessing the requisite amount of property required for this purpose, as fixed by 1 & 2 Vict. c. 48—a declaration as to which he must make within twenty-four hours after being required so to do by any other candidate, or by any two registered voters having a right to vote, and which he is moreover bound to deliver at the table of the House before he either sits or votes; or he may be disqualified by filling some office, or being engaged in some occupation inconsistent by law with a seat in Parliament; or from infancy; or by his having been unseated for the same place, in the same Parliament, in consequence of the express or unexpressed resolution of a committee that he had been guilty of bribery, treating, or undue influence.

As to the offence of "undue influence," which has been established, or, at least, defined by the Corrupt Practices Act, and made not only liable to pecuniary penalties and permanent loss of the elective franchise, but punishable by fine or imprisonment as a misdemeanor, it seems to include four principal species: 1. The use or threat of open force or violence by riot or otherwise. 2. The infliction or threat of any injury, damage, harm, or loss, in respect of votes. 3. Any practice of intimidation not coming under the former heads. 4. Impeding by abduction, duress, or any fraudulent conduct, the due exercise of a voter's franchise. Landlords and agents, priests and middlemen, bullies and schemers, ponder well the reports of the Sligo and of the Cockermouth committees in reference to some of these practices; for it was in consequence of these disclosures, and against *you*, that these provisions have been framed.

If there be no grounds for alleging bribery, treating, or undue influence, and the member returned be in all respects properly qualified, the other side is in evil case; but even here an arrow may possibly be discharged through the loop-hole of irregularity. We have already mentioned that in two controverted elections of late years the ground of the petition was the insufficiency of the notice of the place and time of holding the election. One of these was the case of the Rye election, in 1848, which was declared void because three clear days' notice from the day of proclamation, of the day on which the election was to be held, had not been given as required by 3 & 4 Vict. c. 81. The other was the Sligo election, in the same year, in which the ground relied on was that the notice had not been signed in the hand writing of the mayor—an objection, however, which was over-ruled by the committee.

And, now—to borrow the pleasant metaphor of the Governor of the British Bank to his absent and sporting Manager—we conclude by saying to all of our readers who may be nursing a petition,—"We wish you much success, whatever game you may be after."

Legal News.

On Saturday last, the Judicial Committee of the Privy Council gave a judgment which will have excited greater interest in clerical than in legal circles, and which probably was known to several clergymen who on Sunday betrayed their ignorance of another important, and exactly contemporaneous event—the dissolution of Parliament. It may be proper to state shortly the points decided in the cases of *Liddell and Horne* v. *Westerton*, and *Liddell* v. *Beal*, in which four common-lawyers have partially reversed the judgments of two eminent civilians, and this with the full concurrence of the Archbishop of CANTERBURY and the Bishop of LONDON, from whose courts the appeals came, and, we presume, to the great satisfaction of that party in the Church which protested so energetically against the intervention of laymen in the GORHAM case.

The Judicial Committee, in the first place, decide that the wooden cross erected on the chancel screen of St. Barnabas, Pimlico, is to be considered as a mere architectural ornament, and the judgment ordering its removal is reversed. The greater portion of the judicial argument is directed to the investigation of this subject, and the Committee conclude that crosses, as distinguished from crucifixes, have been in use as ornaments of churches from the earliest periods of Christianity, and that, when used as mere emblems of the Christian faith, and not as objects of superstitious reverence, they may still lawfully be erected as architectural decorations of churches. The next question was whether the stone structure at St. Barnabas was a communion table within the meaning of the canons and the rubric, and the Committee held clearly that it was not. The decree ordering the chapelwardens of St. Barnabas to remove the present structure of stone, and to provide, instead thereof, a moveable table of wood, was therefore affirmed. Then, with respect to the wooden cross attached to the communion table at St. Paul's, Knightsbridge:—The Committee were of opinion, that the communion table intended by the canon was a table in the ordinary sense of the word, flat and moveable, capable of being covered with a cloth, at which, or around which, the communicants might be placed; and the question was, whether the existence of a cross attached to the table was consistent, either with the spirit or with the letter of these regulations, and the Committee were clearly of opinion that it was not. Upon this point, therefore, the decree complained of was affirmed. Next, as to the credence-tables. The Committee were not prepared to hold that the use of all articles not expressly mentioned in the rubric, although quite consistent with, and even subsidiary to, the service, is forbidden. Organs are not mentioned; yet, because they are auxiliary to the singing, they are allowed. Now, a credence-table is simply a small side-table on which the bread and wine are placed before the consecration. Their removal had been ordered, on the ground that they were adjuncts to an altar; but the Committee thought they might be more properly regarded as adjuncts to a communion-table. As to the credence-tables, therefore, the sentence appealed against was reversed. Then, as to the embroidered cloths, it had been argued that the canon did not mention—and therefore, by implication, excluded—more than one covering; but the Committee were unable to adopt this construction. An order that a table should always be

covered, surely did not imply that it should be always covered with the same cloth, or with a cloth of the same colour or texture. The sentence as to the cloths used for covering the table was therefore reversed. The last question was with respect to the embroidered linen and lace used on the communion-table at the time of the ministration of the communion. The rubric and the canon prescribe the use of a fair white linen cloth, and both the judges in the courts below had held that embroidery and lace were not consistent with that expression. The Committee, although not disposed to abridge the discretion allowed to congregations, did not, on the whole, dissent from the construction adopted by the decree, which, upon this point, was consequently affirmed.

The whole result is, that on three points—

As to the wooden cross on the chancel screen,
As to the credence tables,
And as to the embroidered cloths,

the judgment of the court below is reversed.

And on three other points—

As to the stone altar, and the cross upon it, at St. Barnabas,
As to the wooden cross attached to the communion-table at St. Paul's,
And as to the embroidered linen and lace used during the sacrament,

the judgment of the court below is affirmed.

In the proceedings below, as well as in the appeals, each party bears his own costs. The members of the Committee present were Lord WENSLEYDALE, Mr. PEMBERTON LEIGH, Sir JOHN PATTESON, and Sir W. H. MAULE. The LORD CHANCELLOR would have attended, but was prevented by public duties. The judgment, of which we have thus given the outlines, is a very clear and able and highly interesting piece of reasoning, and it will abundantly repay perusal, even by those lawyers who feel the smallest sympathy with the controversies decided by it.

The further and concluding examination of Mr. ESDAILE, the late Governor of the Royal British Bank, was remarkable, among other things, for the production of a report drawn up in a poetical and almost religious tone, which gives the last finishing touch to this wonderful picture of commercial morals:—"The contributions of innumerable small rills"—thus runs this magniloquent composition—"gradually swelling into a mighty head, might be diffused so as to irrigate and fructify the surrounding space, and be a blessing to the givers and receivers." Evidently, the Royal British Bank was a portion of the divine economy of nature—a beneficent dispensation for which mankind at large ought to have joined the directors in their gratitude. The Board appears to have been fertile in pious sentiments. Mr. WALTON, the deceased governor, wrote a letter to the manager, which alone would immortalise the British Bank. He states plainly that if discount is refused, his house must stop, as well as two directors, and several other persons connected with the bank, and that these failures would bring down the bank itself. Mr. WALTON is dead, and his representatives allege that the bank sustained no loss by him. However this may be, his letter equally deserves attention, as an example of the way in which bad became worse, in endeavours to support houses whose credit involved that of the bank itself. Mr. WALTON'S letter, too, has its touch of piety. He has been ill, but is recovering, and hopes, "by GOD'S blessing," to be in town next week. So Mr. ESDAILE, during his examination, thanked GOD that his hands were clean; a sentiment which, we regret to say, did not appear to call forth a corresponding religious emotion among his auditors. It has been said that the days of private banks are numbered, and it would seem that on every point they are threatened with a formidable competition. If a grave demeanour, and a biblical turn of expression, were useful to Sir JOHN DEAN PAUL, the same advantages were providently secured by the Directors of the Royal British Bank. To say that a joint-stock bank would be as beneficial to the community as a savings' bank is certainly a bold, and perhaps a dubious, proposition. But the scriptural studies of the Board enabled them to banish all doubt and cavil on this point by a remarkable and totally unexpected application of a well-known text:—The profits of the Royal British Bank are compared to the gains of the good and faithful servant, while the managers of savings' banks are likened to unprofitable servants who kept their lord's pound laid up in a napkin until he asked for it. Surely if the cup of bitterness of the depositors in this bank was not full before, this sacred quotation must move them beyond endurance. What would they not now give to have been the masters of such unprofitable servants, and to see their pounds forthcoming from some safe hoarding-place, neither increased nor diminished by the exuberant activity of the depositaries!

The *Times* of yesterday contained a report of a case (*Davis* v. *Abraham*) before V. C. WOOD, and a note is appended to the case calling attention to it as "another illustration of the speedy administration of justice in the Court of Chancery under the new practice." "The contract sought to be enforced," says the *Times*, "was made in January, the claim filed in February, and a decree made in a most hostile suit on the 26th March." Now, we have ourselves attempted recently to give some answer to the extravagant abuse lavished by the *Times* on the Court of Chancery, and to show that the delay imputed to it had ceased to be fairly chargeable. We complained that the *Times* persisted in referring to the traditions of Lord ELDON'S torpid period, rather than to the facts of the present more active age. But if the defence we thus offered wanted anything in force or in publicity, the *Times* itself has now supplied a most convincing refutation of its own argument. Henceforth, we shall not ask the writers in the leading journal to take the trouble to visit the courts they so liberally abuse, nor even to consult any authorised report or legal publication in order to learn the course of business. All we have to suggest is that these gentlemen will condescend to make themselves moderately well acquainted with the contents of the paper in which they undertake to write. And whenever the questions of reforming the Ecclesiastical Courts, and of settling the present conflict of jurisdiction between Chancery and Bankruptcy, shall be revived, we do hope that these questions will be discussed on their proper merits, and that the *Times* will not fly off into vehement vituperation of a Court of Chancery, which, whatever may be its other good or evil qualities, does certainly dispose of the business that comes before its judges with a promptitude so extraordinary, that some persons, including the Editor of the *Times*, require to hear the statement a hundred times repeated before their faculties can embrace it.

We ought not, however, to disguise the fact that the progress of business in certain offices of the Court is not altogether free from the imputation of unnecessary and harassing delay. It is most unfortunate that all questions of real difficulty in a suit should be disposed of promptly, and yet that it should be kept open pending the settlement of matters of account, and the arrangement of details, which require only method and assiduity for their speedy termination. On this subject, we republish below a letter which appeared in the *Daily News* of Tuesday. It is manifestly written by some one who knows little or nothing of the system he undertakes to criticise. On this account, perhaps, it may be treated by some readers with contempt or ridicule; but this, we think, would be a mistake. Evidently, there is at the bottom some real grievance; and the wisest course would be, to endeavour to discover

what it is, showing the complainant where he is wrong, and, so far as he is right, attempting to suggest a remedy. We shall probably take an early opportunity of considering this subject at greater length.

The following is the letter referred to :—

"PRETENDED CHANCERY REFORMS.

"*To the Editor of the Daily News.*

"SIR,—A great deal has been recently said and written about the reforms of the Court of Chancery, but I trust to convince your readers, with as much conciseness as possible, that those reforms are in a great measure visionary and chimerical, and that, if they were called "deforms," it would be a more apt and appropriate expression; and in support of this assertion I shall, with your permission, adduce a few instances (among many) of the practical working of the system. It is usual when an order or decree is made or pronounced to refer the carriage or conduct of it to the chief clerk of the judge by whom it was made, with a view of ascertaining, by preliminary inquiries, particular facts and circumstances preparatory to the final hearing of the cause. Well, how do you suppose these inquiries are carried into execution? Why, in this manner: Instead of proceeding day by day until the matter or subject be exhausted, a month generally intervenes between one attendance or proceeding before the chief clerk and another, and then half the time is frittered away in endeavouring to remember or re-trace what had been done on the former attendance. For this purpose the chief clerk pulls down and refers to a ponderous portfolio alphabetically arranged, embracing the papers in the cause, and after he has turned over the leaves, and divested himself of a few hums and haws, he finds that he cannot glean anything from the aforesaid portfolio, whereupon he appeals to the solicitors concerned to brush up his memory; and their version of the affair is very often irreconcilable and contradictory, and thus the half-hour usually allotted for the disposal of such matters is frittered away without anything effectual being done towards terminating or winding up the suit. This chief clerk, moreover, requires to be furnished with a duplicate of every document and paper filed for his own use; and only picture to yourself, in such a case as that of the British Bank alone, what a formidable sum must have been squandered away for these superfluous documents, amounting in round numbers, as I understand, to £5,000, a sum which would materially assist in securing to the unfortunate creditors a second dividend. Another prolific source of delay, expense, and vexation is the one which requires the papers of the solicitors to be left before the taxation of their bill of costs, and for this purpose a bevy of solicitors may be seen wending their way in the morning, closely followed by two or three clerks, in the direction of Lincoln's-inn-square, heavily laden with the precious documents, and perspiring in every pore. This is done, it seems, in order that the length of the pleadings, the fees paid to counsel, and other particulars, may be ascertained by one of the junior clerks prior to taxation; but when you call upon this subordinate to know whether he has accomplished this task, he puts you off from time to time with various excuses, such as that the matter had escaped his recollection, or that he had been so pressed that he could not attend to it, or some other excuse equally frivolous. Why, sir, the old system, with its manifest imperfections, was decidedly preferable to the present one, incumbered and surrounded as it is with the Rules and Orders of 1828, 1845, 1849, and 1852, and which are not only absurd and contradictory, but at direct variance with each other. Instead of charging a reasonable per-centage on the amount of the bill as taxed, the present system is to pay a fixed sum, varying according to an ascending scale; and if it be but one shilling over those respective amounts, the suitor has to pay for this paltry sum as if it were one of magnitude, a proceeding which cannot be defended on the ground either of justice or expediency.—M. D., Lincoln's-inn-fields."

A CHIEF JUSTICE "BRAWLING" IN THE CHURCH.—The two learned judges now presiding in the courts at Warwick Assizes, attended St. Mary's Church of the ancient town on Sunday morning last. The Rev. Albert Boudier, the assistant minister, read the service, and in the course thereof commenced to read the prayer usually offered during the sitting of Parliament, doubtless unaware that Parliament had been dissolved the previous evening. Lord Campbell, who was cognisant of the fact of the dissolution, created some excitement by exclaiming, "No, no, there is no Parliament;" upon which the reverend gentleman desisted from putting up an useless supplication.—*Daily News.*

THE QUEEN *v.* GEORGE SMITH.—In this case, which was a charge against the defendant, who is a solicitor in London, of having committed wilful and corrupt perjury at the trial of a cause at Guildford last summer assizes, in which he was the plaintiff, Mr. *Prentice*, who appeared for the prosecution, applied to enlarge the recognizances of the witnesses to the next assizes. He said that a rule for a new trial had been obtained in the original matter, and the Chief Baron had expressed an opinion that it would be advisable that this trial should take place before any further proceedings upon the criminal charge were taken.—Mr. Baron *Channell* inquired if the defendant consented to the postponement.—Mr. *Smith* said he had no objection to the case going over.—The judge, in justice to the defendant, stated that it appeared he was in attendance and ready to meet the charge, and that the case was postponed at the request of the prosecution.

JOHN SADLEIR A RECEIVER IN CHANCERY.—In the case of *Damer* v. *Portarlington*, a petition was presented seeking to put in suit certain securities against the personal representatives of the late John Sadleir, and against Thomas J. Eyre, James Sadleir, Vincent Scully, Silvester Young, and Clement William Sadleir. John Sadleir had been appointed receiver in the cause. Upon that appointment the gentlemen above-named had become sureties for the due exercise of the duties of the office. A considerable sum was alleged to be due from the deceased in respect of moneys which had come to his hands as receiver. Vice-Chancellor *Kindersley* ordered £4,371 which had been found due, to be at once paid into court. That being done, and an undertaking being given by the parties to pay such sums as should be found due on taking the accounts, the enforcement of the securities would stand over.

THE ENCUMBERED ESTATES COURT.—A return to the House of Lords shows that the number of abstracts of title in the office of the late Chief Commissioner of the Encumbered Estates Court in Ireland not investigated at the time of his retirement amounted to 118, and the number of cases in which estates had been sold, but the proceeds not distributed at the same date, to 148.

COMPENSATION FOR RAILWAY INJURIES.—At the County Sheriff's Court at York, on Friday week, the case of *Waterhouse* v. *The North Eastern Railway Company* was heard. The declaration alleged that the plaintiff was a passenger on the defendants' railway, and that through their negligence he sustained various injuries, in respect of which he claimed £4,000. The defendants suffered judgment by default, and the only question was as to the amount of damages. The plaintiff was one of the passengers in an excursion train, which was run into at Church Fenton station at midnight on the 25th of July last. He was seated in one of the carriages which was smashed to pieces, and sustained very serious injuries—viz., scalp wounds, contused shoulder, lacerated leg, and broken ribs. The plaintiff is a young man, 28 years of age, is married and has one child, and it is doubtful whether he will ever be able to attend to business as he was before the accident. After a deliberation of two hours and a half the jury returned the damages at £2,200. A similar case, *Braim* v. *North Eastern Railway Company* was next heard, the plaintiff being the husband of one of the passengers who was killed by the accident. The defendants consented to a verdict for £1,000, one half to go to the widower, and the other half to be equally divided among the children. In a third case, *Nicholson* v. *the North Eastern Railway Company*, the defendants agreed to give £150 in conpensation for the injuries sustained.

ROYAL BRITISH BANK.—At the Court of Bankruptcy, on Thursday, Mr. *Linklater* complained of a circular which stated that "the Attorney-General in Parliament, a few days ago, had pointed out the utter incompetency of the Court of Bankruptcy to wind up the affairs of the bank, and concluded that the bill he would introduce would simply remove all doubts as to the jurisdiction of the two courts, transfer all proceedings to the Court of Chancery, and confirm to it the exclusive jurisdiction to deal with such matters."—Mr. *Linklater* continued: So far from the Attorney-General having expressed the opinion referred to, he had shown the incompetency of the Court of Chancery for such a task, and it was intended to frame a bill for the purpose of vesting in this court more power in a case like the present.—Mr. *Lawrance* said that a comprehensive and simple bill had been agreed upon and printed.

HOME CIRCUIT.

KINGSTON-ON-THAMES.—*March* 21.—*Whiting* v. *Wasp.*

Arbitration—Evidence insufficient to prove an award.

The declaration in this action stated that a dispute had arisen between the plaintiff and the defendant with regard to the obligation of putting up a fence between adjoining properties of which they were respectively owners; that they had agreed to refer the dispute to S., and to be bound by his award and determination; and that, although S. had made his award and determination that the defendant should put up the fence, the defendant had refused to do so.

The plaintiff and S. were called in support of the plaintiff's case, and proved that the agreement to refer the dispute to S. was made in a conversation between the plaintiff and defendant; that the plaintiff, after the conversation, wrote to S., naming a time for him to come to his house; but neither the plaintiff nor the defendant at any time told S. for what purpose he was called in, or that they had agreed to abide by his decision. S. kept the appointment, met the plaintiff and defendant, and went with them to see the land; and, after hearing the statements on both sides, and looking at the documents relating to the property, said that it was his opinion that the defendant ought to put up the fence. In giving his evidence, S. said he had never changed that opinion, and thought so still, but that, when he gave it at the interview above mentioned, he did not know that it was to be taken as binding the rights of the parties.

At the close of the plaintiff's case, Mr. Justice *Cresswell* said, it appeared to him that the plaintiff must be nonsuited—for there was no evidence of any award having been made, or that S. had taken upon himself the burden of arbitrating; nor was there any evidence that the parties had agreed to be bound by the *opinion* of S.

Hawkins, for the plaintiff, then applied to amend. Mr. Justice *Cresswell* said, he would willingly assist the plaintiff, and allow an amendment if it were possible, as he thought, after what had passed, the defendant ought to have put up the fence. Ultimately, an amendment was found impracticable, and the plaintiff was nonsuited.

Mr. *Hawkins* and Mr. *C. Pollock* were counsel for the plaintiff, and Mr. Serjeant *Shee* for the defendant.

March 25.—*Johnson* v. *Greatorex.*

Stamp on Agreement.

This was an action upon a builder's contract. It appeared that the defendant wrote the original agreement, and that the plaintiff had then made what purported to be a copy of it. The defendant, without reading this copy, signed it, and the plaintiff signed the agreement written by the defendant.

Notice to produce both documents at the trial had been mutually given. The plaintiff being called as a witness, stated that the contract was in writing; whereupon the defendant's counsel called for its production. The plaintiff then produced the copy which he had made; but as it was not stamped, its admissibility was objected to. The plaintiff then called for the production of the agreement written by the defendant, which, after some objection, was produced and read. It was then discovered that there was a variance between the two copies in an important particular, as the copy made by the plaintiff stipulated that he was to have the old materials. His counsel then attempted to put in the unstamped copy in possession of the plaintiff to prove the variance.

Mr. *Charnock*, for the defendant, objected, that, on account of the variance, the copy made by the plaintiff was a different agreement, and therefore inadmissible without a stamp.

Mr. Baron *Channell*, after consulting with Mr. Justice *Cresswell*, held that the objection must prevail, and that the plaintiff's copy was inadmissible.

Mr. *Prentice* was counsel for the plaintiff; Mr. *Charnock* and Mr. *Salter* for the defendant.

Master and Servant—Railway Clerk—Notice of Dismissal—Usage.

There is no usage amongst railway companies which entitles them to dismiss their clerks, engaged at a yearly salary, at a month's notice; and where a month's notice of dismissal only was given, the jury were of opinion that it was unreasonable, and that three months notice should have been given.

This was an action brought against the London and North Western Railway Company for wrongfully dismissing the plaintiff from his employment as clerk in their service. The defendants pleaded, that before dismissal they had given reasonable notice.

It was admitted by the plaintiff that a month's notice had been given, but it was contended that such notice was insufficient. It appeared from his evidence that he first entered the service of the defendants as clerk in 1847, at a yearly salary of £30 payable monthly, which was increased at the rate of £5 annually until it reached £75, and in 1855 the month's notice was given, and he was dismissed. The employment was under a written contract, which contained no provision with regard to notice in case of dismissal.

For the defence it was submitted that the same usage existed in railway companies which prevails amongst bankers, merchants, and others, and that they are entitled to dismiss their clerks at a month's notice; and that evidence of such notice would prove the pleas.

The first witness for the defendants was a clerk at Messrs. Glyn's, the bankers. It was objected for the plaintiff that the evidence of a banker's clerk was inadmissible to prove the usage in the case of railway clerks; but the objection was overruled. The witness proved that amongst bankers the custom is that a clerk engaged at a yearly salary, payable quarterly, may be dismissed at a month's notice.

The second witness, a superintendent of the Great Western Railway, proved that in that company the clerks engaged at a yearly salary, payable monthly, may be dismissed at a month's notice. On cross-examination, he said it was an understood thing, and on re-examination said it was the custom to dismiss at a month's notice when there is no written contract.

A third witness, a superintendent of the Great Northern Railway, gave similar evidence of the usage in that company; but both the last witnesses admitted that in the case of these railways a printed book of regulations is given to every clerk at the time of his engagement, and that one of the rules is that a month's notice only will be given. No evidence was given of any usage on the defendants' railway, nor was it proved that they used any book of regulations similar to that mentioned above.

Mr. Justice *Cresswell* said he should simply leave it to the jury to say whether the notice which had been given was reasonable.

The jury were of opinion that the notice given was insufficient, and that the plaintiff ought to have had three months notice. They at the same time recommended the defendants to use a book of regulations similar to that used on the Great Northern and Great Western Railways, in order that the clerks might be informed of the terms upon which they were employed, and found their verdict for the plaintiff. Damages, £12 10s.

Mr. Justice *Cresswell*, upon the application of the plaintiff's counsel, certified for the special jury.

Mr. *Joyce* was counsel for the plaintiff; Mr. *Edwin James*, Q. C., and Mr. *Lush* for the defendants.

Recent Decisions in Chancery.

A late case of *Horn* v. *Coleman* (5 W. R. 409) is an instance of an exception to the general rule, that there can be no appeal for costs alone. The distinction relied on, however, rested on a very obvious ground—viz. that the question was not as to how costs of litigation should be borne, as between two contending parties, but whether certain costs were properly thrown upon the capital of a testator's estate as part of the general costs of its administration. The matters in dispute were merely whether the executors were entitled to two allowances claimed by them out of the income, and disputed by the tenant for life. In chambers, the executors were successful on both points; but on appeal to the Vice-Chancellor, the certificate was supported as to one sum, and reversed as to the other. It was the costs of this contest between the tenant for life and the executors which formed the subject of appeal. The Vice-Chancellor had treated them as administrative costs, and thrown them upon the *corpus* of the estate. Upon the appeal, the Lords Justices held that the question was a personal one between the tenant for life and the executors, and each party must bear their own costs personally. It may be supposed that if the same close scrutiny were made into the origin of the different items of costs thrown upon the estate in most administration suits, some portion of them ought, on the principle of *Horn* v. *Coleman*, to fall rather on particular parties, than on the general fund. But it must be observed,

that in the case of *Horn* v. *Coleman*, the court, and especially L. J. *Turner*, carefully guarded against laying down any general rule, and even went so far as studiously to avoid giving further sanction to the supposed rule on the subject of costs. "It was not necessary," said L. J. *Turner*, "to give any opinion as to the general rule, that no appeal could be brought for costs, as, if such a rule existed, this was a clear and well-known exception. At the same time, he desired not to be understood as giving any opinion that in the general account of an estate, the accounts of the life estate can be separated from the general account." Taken subject to these qualifications, the decision in *Horn* v. *Coleman* must be considered as resting on the peculiar circumstances of the case, and not as a precedent for any alteration in the ordinary mode of dealing with costs in an administration suit.

The case of *Attorney-General* v. *Dedham* (5 W. R. 395) is important, as deciding in a large sense a question of jurisdiction between the Court of Chancery and a body of school governors, who had been appointed by Royal charter. The governors relied upon the rule which prohibits interference by the Court with Royal foundations; but the Master of the Rolls held, that, where the charity was originally a private foundation, as was the case with the Dedham school, the jurisdiction of the Court to direct a scheme was not impaired by the fact that a body of governors, with certain powers of succession, had been afterwards created by the Crown.

A recent case (*Bartlett* v. *Bartlett*, 5 W. R. 410) before V. C. *Stuart*, appears to introduce a novel interpretation of the order and disposition clause in the Bankruptcy Act. The facts were very simple. Josiah Bartlett, who was entitled to a reversionary interest in a fund in court in the cause, assigned his share to William Owen Tucker, who obtained a stop order thereon; and Tucker, on the 27th Oct., 1849, mortgaged his interest therein to a lady, who afterwards became the wife of Capt. Monypenny, but no stop order was obtained by the mortgagee.

Tucker was declared a bankrupt on the 26th Oct., 1854, and shortly afterwards the share became divisible; and the question before the court was, whether the neglect to obtain a stop order had the effect of leaving the mortgaged interest in the order and disposition of Tucker, the bankrupt. Two questions were suggested—whether the assignment to Tucker of an unascertained reversionary share of a fund in court, followed by a stop order, had the effect of placing the share in the order and disposition of Tucker, and if so, whether it continued in his order and disposition with consent of the true owner after the mortgage to Mrs. Monypenny, on which no stop order was obtained. On the first point, the Vice-Chancellor, though expressing some doubt as to the effect of an assignment of such an interest, nevertheless laid down the general principle that the effect of a stop order, considering what is necessary to obtain it, is to show that the principal sum is in the order and disposition of the person who obtains the stop order; and the case was ultimately decided upon the assumption that the assignment to Tucker, and the stop order obtained by him, had the effect of placing the fund in his order and disposition, the stop order being assumed to be analogous to notice to a trustee or debtor. Then came the essential question, whether Tucker, after having mortgaged the fund, continued to have the order and disposition with consent of the true owner by reason of no stop order having been obtained upon the mortgage. The Vice-Chancellor referred to *Ex parte Richardson* (Buck, 480); *West* v. *Skip* (1 Ves. sen. 239); and *Walker* v. *Burnell* (1 Doug, 317), as authorities for the well-established position that the order and disposition contemplated by the Act must be with the consent of the true owner in such a sense as that the true owner consents to an actual sale or disposition thereof by the reputed owner. His Honour then referred to the class of cases culminating in *Voyle* v. *Hughes* (2 W. R. 143), where it was held that an assignment by deed of a chose in action not assignable by law operated as an actual equitable assignment, and not merely as a covenant to assign. From this principle it followed that the mortgage by Tucker put him in the position of a man who had parted with his interest as completely as a man ever does who assigns any kind of property. And his Honour then drew the inference, which is the peculiarity of the case—viz., that "if the title be complete as between the assignor and the assignee, by an assignment, and the assignee is entitled to receive the fund, it is impossible to say that a bankrupt, who has so assigned his whole interest therein, retains the order and disposition of the fund, when, if he attempted to receive it, it would be under circumstances of gross fraud." It was argued that notice to the debtor, or its equivalent, in the case of a fund in court—viz. a stop order—was necessary to prevent the fund from remaining in the order and disposition of the assignor; but his Honour considered that notice in such cases was only material to determine the priority of successive innocent purchasers for value, and that the absence of it did not affect the relative rights of the particular assignee and the assignees in bankruptcy. It was accordingly held that the assignees in bankruptcy took, subject to Mrs. Monypenny's mortgage.

It is not very easy to reconcile the broad doctrine laid down in this case with the general current of authority on the order and disposition clauses. According to the Vice-Chancellor, it would seem that it is enough to take a chose in action out of the order and disposition of an assignor, if it have been so assigned as to make it a breach of trust on his part, as against his assignee, to appropriate the fund to himself; and the principle, if true, would apply equally to any goods and chattels. Now, it has been over and over again decided that an absolute sale of goods does not, without delivery, take them out of the order and disposition of the vendor, within the meaning of the bankrupt acts. Thus, in *Lingard* v. *Messiter* (1 B. & C. 313), it is laid down that where a person had once been the owner of goods, and had ceased to be the real owner, he would continue to be the reputed owner until it had been made notorious to the world that he had ceased to be the real owner. Again, in *Knowles* v. *Horsfall* (5 B. & A. 134), the vendor had sold some casks of brandy to a purchaser, who, for convenience, left them on the vendor's premises until he should have an opportunity of removing them. The vendor became bankrupt, and the goods were held to pass to the assignees, although the casks had been marked with the purchaser's initials, no notice having been given to the warehouse-keeper of the change of ownership. One might readily multiply cases of this kind which *are not easy* to reconcile with the decision of the Vice-Chancellor. The nearest cases, however, seem to be those where choses in action and policies of assurance have been held to remain in the reputed ownership of a bankrupt, and to pass to his assignees in the absence of notice to the trustee or the office. If, therefore, the decision should be ultimately supported, it would seem to overrule many of the previous cases.

Cases at Common Law specially Interesting to Attorneys.

Principal and Surety—Equitable Plea of Time given to Principal—Country Bank Notes, How far Payment and Discharge of Surety.

Pooley v. *Harradine*, 5 W. R., Q. B., 405.—*The Guardians of the Lichfield Union* v. *Greene*, 3 Jur., N.S., 247.

Two interesting cases have just been decided on the law of principal and surety. In the first of these (*Pooley* v. *Harradine*), the defendant was sued on certain promissory notes, and he pleaded, *by way of equitable defence*, that he made the notes as surety for one H., to secure a debt due from H. to the plaintiff, and that afterwards the plaintiff gave time to H. without the consent or knowledge of the defendant, and that, if such time had not been given, payment from H. might have been obtained. This plea was demurred to on the ground that there was nothing to show that the notes had been made as surety without travelling out of them; but a judgment in favour of the defendant was given by the Court of Queen's Bench on the *equitable* doctrine, that, if a man be sued on an instrument by which he is primarily bound, he may set up as a defence, and prove by evidence *aliunde* (or by the instrument itself), that the relationship of principal and surety *inter se* existed between himself and another person, debtor of the person by whom he is sued, and that such person, being cognisant of such relationship, nevertheless gave time to his debtor without the consent of him who is sued on the instrument as principal.

The question in the other case above noticed (*Lichfield Union* v. *Greene*), was raised for the opinion of the Exchequer under the Common Law Procedure Act, 1854, in a case stated, without pleadings. One R. G. was treasurer of the Lichfield Union, and defendant was one of his sureties that he would, out of the money of the plaintiffs in his hands, pay "all orders for money which should be drawn upon him when the same should be presented for payment at his house or usual place of business. R. G. was a banker at Lichfield, and stopped payment at 3 p.m. on Dec. 31, 1855. On 28 Dec. the plaintiffs drew orders, which were presented at the bank, and were paid partly in cash and partly in notes of the bank. Similar orders were also presented at 11 a.m., on the day the bank stopped,

which were also paid, partly in cash and partly in notes of the bank. The plaintiffs now claimed against the defendant the amount of those notes still in their hands, and they also claimed the amount of a draft on a London bank which the bank at Lichfield had given on the day it stopped, in exchange for an order from the plaintiffs in favour of some persons in London, which was dishonoured. When the above-mentioned orders were presented at the bank, R. G. had sufficient money of the plaintiffs to pay them. The court held, as to the Lichfield notes, that the union clerk, by whom the orders were presented, might, if he thought fit, have insisted on being paid in gold or in Bank of England notes, and that, having submitted to being paid as he was—not objecting at the time (see *Miller* v. *Race*, 1 Burr. 452)—his principals could not afterwards repudiate the payment, and particularly as they kept the notes in their possession during the 29th, and as there was no pre-existing debt as between the holders of the orders and the bank (see *Camidge* v. *Allenby*, 6 B. & C. 373). Hence the court held, that, as to these notes, the obligation of the defendant as surety had been discharged. Moreover, as to the draft, they came to the same conclusion, inasmuch as the plaintiffs' clerk having it in his power to demand cash, received, for his employers' convenience, a draft payable in London. And they held, that the only remedy of the plaintiffs was a proof on the notes and bill, against the estate, in bankruptcy.

It deserves remark, that, in the argument of this case, *Bramwell*, B., observed that, by the Common Law Procedure Act, 1854, the courts of common law can only decide a case on equitable, as distinct from legal, doctrines, where equitable matter is disclosed by plea or replication. Consequently, in a case like the present, stated under that Act, without pleadings, the court was bound to decide on legal considerations alone.

ATTORNEY—CONDUCT MONEY—ACTION TO RECOVER.

Martin v. *Andrews*, 26 L. J., Q. B., 89.

This was an action against an attorney at Dorchester, the attorney for one C., who had been sued by the present plaintiff. This last-mentioned action was intended to have been tried in London, and the present defendant had been subpœnaed to attend as a witness for the plaintiff, and £4 had been left with the *subpœna* as "conduct money." On being served, the defendant objected to the conduct money as being insufficient, on which the plaintiff's agent gave him £2 more. The defendant, before the trial came on, went up to London *on some other business*, and while there settled the action, the trial of which he had been subpœnaed to attend, but refused to return the conduct money. It was to enforce this repayment that the present action was brought. One of the Masters of the Queen's Bench being called as a witness at the trial, stated that the practice was, that if a witness did not attend in obedience to his *subpœna*, and the conduct money exceeded £1 1s., the party who subpœnaed was required to use his best endeavours to obtain repayment; for that otherwise if he succeeded, and had the costs of the cause, the conduct money would not be allowed in taxation. It was held by the Court of Queen's Bench (Lord Campbell, Coleridge, J., and Erle, J.) that where a witness receives conduct money, and has notice that he will not be required, and has done nothing under the *subpœna* which he would not have done if he had not been summoned, the money given him is recoverable in an action for money had and received; for being in the nature of a *viaticum* for the purpose of paying the expenses of the witness's journey to attend the trial, there is an entire failure of consideration if the journey be not undertaken nor any expenses incurred. The action to recover conduct money advanced, as it ultimately turned out, without occasion, does not rest on *contract* at all, for the party paying such is obliged by law to pay, if he wishes to secure the attendance of the witness.

ESTATE AGENT—QUANTUM MERUIT—SPECIAL CONTRACT.

Prickett v. *Badger*, 26 L. J., C. P., 88.

In this case a question of some importance to estate agents was decided. The defendant had verbally requested the plaintiffs to find a purchaser for a plot of ground; and it was agreed that they should be remunerated by a commission of £1 10s. per cent. on the amount of the purchase-money, *if a sale should be effected*. The plaintiffs expended both time and labour accordingly, and found a person who was willing to purchase, but the completion of the sale was prevented by the defendant. The declaration in the present action was not framed on the special contract as above stated; and the question now arose, whether, as the contract had not been carried out, the plaintiff was entitled to recover for the time and trouble he had expended on a *quantum meruit* on the common courts. It was held by the court, on the authority of *Cutter* v. *Powell* (2 Smith, L. C. 18), and of *Planche* v. *Goulburn* (8 Bing. 14)—distinguishing *De Bernardy* v. *Harding* (8 Exch. 822)—that he was entitled to do so, and might abandon the original contract. They also held that the implied contract to pay on a *quantum meruit* results from the rules of law, and does not depend on the decision of a jury.

ATTORNEY—LIEN FOR COSTS AS AGAINST JUDGMENT CREDITOR—GARNISHEE CLAUSES.

Hough v. *Edwards*, 26 L. J., Exch., 54.

A rule had been obtained to set aside a judge's order for payment to the attorney of the defendant in the above cause of a sum of money paid into court by a garnishee. The defendant had recovered judgment against one H.; and the plaintiff, having a judgment against the defendant, had attached the debt due from H., by whom it was paid into court. But the above-mentioned order had been obtained by the defendant's attorney, on the ground that he had a lien on the judgment recovered against H. in the action in which the defendant had been plaintiff. It was now agreed that the general lien of an attorney against his client was superior to the claim of a judgment creditor under an attachment order; for that "an attorney has a general lien against his client for his costs on all the papers with which he is intrusted by his client, and upon money, or upon a *judgment recovered by him*." But the court relied upon the doctrine laid down by Lord *Wensleydale*, in *Barker* v. *St. Quintin* (12 Mee. & W. 441), to the effect that an attorney's authority (and consequently his lien) does not extend so as to give him the right to marshal the proceedings on the judgment or the execution without the concurrence of the client. Hence, he has a lien on a judgment only in this sense, that he may retain the amount of his bill out of money paid to him on a judgment obtained by his client, if he can get it; but he has no lien on an unrealised judgment, or any other thing in the hand of third parties. The order for handing over to the attorney the money paid into court by the garnishee, was, therefore, set aside.

Professional Intelligence.

SERVICE OF NOTICES, &c., IN BANKRUPTCY ON SATURDAYS. CLOSING OF OFFICES.

GENERAL ORDER, made in pursuance of "The Bankruptcy Act, 1854," Tuesday, the 24th day of March, 1857.

"The Right Hon. Robert Monsey Lord Cranworth, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Honourable the Lord Justice Sir James Lewis Knight Bruce, the Right Honourable the Lord Justice Sir George James Turner, Edward Holroyd, Esq., and Edward Goulburn, Serjeant-at-Law, two of the Commissioners of her Majesty's Court of Bankruptcy, doth hereby, in pursuance and execution of the powers of an Act of Parliament passed in the session of Parliament holden in the 17th and 18th years of the reign of her present Majesty, intituled "An Act for regulating appointments to Offices in the Court of Bankruptcy, and for amending the Laws relating to Bankrupts," order and direct that service of all writs, notices, summonses, orders, warrants, rules, documents, and other proceedings not requiring personal service upon the party to be affected thereby, shall be made before seven o'clock in the evening, except on Saturdays, when it shall be made before two o'clock in the afternoon; and if made after seven o'clock in the evening on any day except Saturdays, the service shall be deemed as made on the following day, and, if made after two o'clock in the afternoon on Saturday, the service shall be deemed as made on the following Monday: And doth further order and direct, that the offices of the Chief Registrar, Accountant and Master of the Court of Bankruptcy in London, and the offices of the Registrars of the District Courts of Bankruptcy, shall be closed on Satuadays at two o'clock in the afternoon.

"This order is to come into operation on the 15th day of April, 1857."

INCORPORATED LAW SOCIETY.

Proceedings of the Council.—February.

The New Orders of January 30, 1857, relating to the *Costs of Solicitors* having been issued, it was referred to the *Equity* Com-

mittee to consider their effect, and several meetings of the Committee have accordingly been held.

A communication was received from the Hong Kong Law Society, with a recent ordinance relating to solicitors' costs, and providing (*inter alia*) that in the rules of taxation no distinction should be made as to costs between party and party, and attorney and client; and that special contracts might be entered into to allow any reasonable sum for business done, although higher in amount than the ordinary scale, such agreement to be signed by the client.

The Poor Law Board having requested the opinion of the council on a bill of costs and charges made by a clerk to the magistrates, not an attorney, the council investigated the matter, and pointed out the items which it appeared to them could be charged only by an attorney within the meaning of the statute.

During the last term the council have had under their consideration several complaints of *malpractice* by attorneys and solicitors, the circumstances of which they investigated. As to three of them, it did not appear proper to take any proceedings. In five cases, the complaints were brought before the Court, and three of the attorneys were struck off the rolls; two others are pending before the Master, and the remainder stand over for further investigation.

The applications for *renewal of certificates* on the day after Hilary Term were 44 in number. The affidavits in support thereof were considered; and in several instances, where the parties had ceased to practise for several years, an examination was suggested to the judge, prior to the renewal of their certificates, and ordered accordingly.

In another case, an attorney who had been suspended from practice for two years, at the instance of the Society, was allowed to renew his certificate on the production of satisfactory testimonials of subsequent good conduct.

A member of the bar, who had formerly practised as an attorney, applied to be re-admitted on the roll; and on his being disbarred, and his affidavit being considered satisfactory, no opposition was made to the application.

Several suggestions were made to the judge in other cases, requiring payment of arrears of duty, where the applicants had practised since the expiration of their last certificates.

Applications have also been considered for the renewal of certificates without the usual notice, upon the parties entering into partnership or other urgent occasions, and these cases have been strictly investigated, and testimonials required of the respectability of the applicants.

Encroachments of unqualified persons on the business usually transacted by attorneys have been brought to the notice of the council, but the evidence adduced has not enabled them to take any effective steps.

The council have had under consideration several questions of *professional usage*, the opinions on which are entered in the usage book kept in the secretary's office:—1. As to solicitors entitled to act professionally for intended mortgagees in trust matters. 2. Charges for searching for old deeds, and making schedules. 3. Charges for production and examination of title-deeds.

The following gentlemen have been approved as *members of the Society* during the month:—

George Christopher Roberts, Hull.
Charles Dorman, Essex-street.
John Thomas Green, Woburn.
Edward Lawrance, jun., Old Jewry-chambers.
Daniel James Miller, Cannon-st. West.
Sydney Clulow Child, Cannon-st.
Arnold Wm. White, Gt. Marborough-street.
Robert James Doble, Bedford-row.
Charles Reginald Gibson, Dartford.
Samuel Theophilus Genn Downing, Redruth.
James Russell Miller, Eastcheap.
Joseph Eade, Pump-ct., Temple.
Frederick Carritt, Basinghall-street.

During the months of January and February, twenty-eight articled clerks of members were admitted as *subscribers to the library*.

The several *bills* introduced in the present session of *Parliament* relating to Judgments Execution; Probates of Administration; Divorce and Matrimonial Causes; the Property of Married Women; Imprisonment for Debt; and the Lord Mayor's Court, have been to some extent considered, but the dissolution of Parliament renders it unnecessary to bestow further time upon them until the bills are re-introduced.

The Law Amendment Society has adjourned in consequence of the dissolution of Parliament.

The Juridical Society met on Monday, and Mr. N. Lindley read his paper, as announced in our last number. We hope to publish an abridgment of it in our next.

Correspondence.

DUBLIN.

(From our own Correspondent.)

The circuits have at last terminated; and judges and bar have, with a few exceptions, returned to town for the Easter recess. The criminal business on most of the circuits has been more than ordinarily heavy; while the number of records has been so scanty as to give rise to many complaints. Meanwhile, the business transacted in the Courts at Dublin has been, of course, very limited. The Rolls Court has long risen; and the Masters have continued their sittings rather in obedience to the Chancery Regulation Act, which allows them to take but a brief vacation, than because the state of their business required them to sit.

COURT OF CHANCERY APPEAL.

The New Court of Chancery Appeal, created by the Act of last session, and consisting of the Lord Chancellor and Lord Justice, has heard and disposed of several appeals from the inferior Courts of Equity. Rather a singular fatality prevented several appeals from the Incumbered Estates Court from being also heard. By one of those obscure legislative provisions, which demonstrate the necessity of a Minister of Justice, or some other officer charged with the oversight of bills in Parliament, it appeared very doubtful whether three months', or only one month's time was allowed for appeals from orders made by the last-named court. Now, as all the appellants had calculated on the longer period, great consternation was caused by the Court of Appeal ruling that none of the appeals could be entertained, on account of the limit of one month having been exceeded.

Dunlevie v. *Hort.* In this case, the law, on a somewhat important point, was definitely laid down, following the English decisions on the same subject. The nature of the case will appear from the judgment of the Lord Chancellor—

His Lordship said that the question involved in this case was, whether the petitioner could maintain a suit for the administration of the personal estate of the respondent's father—*primâ facie* the petitioner,—as an ordinary judgment-creditor was entitled so to do. But it appeared that the debtor, after the judgment had been obtained, took the benefit of the Insolvent Act, and the petitioner was appointed his assignee. By becoming assignee, the petitioner had clearly elected to abide by the proceedings in Insolvency, and to come in as an ordinary creditor. The judgment-debtor afterwards died, and the only fund available on his death for the payment of his creditors, was a sum payable on a policy of insurance on his life. In this sum the petitioner had, as assignee, no interest; and the question to be decided was whether, as creditor, she had any better right in that capacity. His Lordship referred at great length to the decisions in England which were unreversed, and had been acted on for several years. The decision of the Master of the Rolls in favour of the petitioner's claim could not, therefore, be sustained, and the original order of Master *Henn*, disallowing the claim, must be upheld.

Both the Lord Chancellor, and the Lord Justice, in referring to the late Master *Henn's* original decision in this case, expressed their deep sense of the loss sustained by the profession and the public, through the sudden death of that able and accomplished lawyer.

IN RE TIPPERARY BANK, EX PARTE STIRLING, AND EX PARTE KENNEDY.

The appeals of these gentlemen from orders of the Master of the Rolls placing them on the list of contributories, have excited considerable interest; and were more particularly fraught with important results to the creditors of the Bank, inasmuch as Messrs. Stirling and Kennedy are almost the only late or present shareholders whose property was so large as to materially increase the prospect of a good dividend. Apart from this consideration, the points decided are of no great legal moment, as they turned mainly on the construction of a clause in the deed of settlement under which the bank was formed. In delivering judgment, the Lord Chancellor entered into the question, what constitutes a contributory within the meaning of the Winding-up Act?

The phrase of a "qualified contributor" (used in the arguments) was not to be found in the Winding-up Acts. The design of the Banking Act was purely with regard to creditors of the concern, and left the liability of the partners, *inter se*, to be regulated, in a great measure, by themselves. In the present case the company was instituted under a deed of settlement, one section of which—the 157th—was couched in the most extensive terms, and in the plainest language declared, that, after an absolute transfer of shares, the former holder should be discharged, and

absolved from all liabilities and claims in respect of them, excepting on foot of calls which might have been theretofore made, or of dividends that might have been previously realised. No liability or claim of this kind existed in the present case; and the transfer therefore constituted a complete release between him and the existing members of the company, for all time, and for all purposes—the responsibilities and liabilities being handed down, and descending regularly, to the existing co-directors and co-partners in the concern. It was, therefore, plain that in no possible way could Mr. Stirling be called on to contribute to the present debts of the company, or, on the other hand, to meet any demands by shareholders who might have left the company previous to the time at which he quitted it; whilst, if any of the present creditors were to make a claim against him, he would have a right to absolute indemnity from the funds of the company. The question then was, in what light could Mr. Stirling be looked upon as a contributory, A person might be liable for an amount in respect of which he was not bound to contribute, being indemnified to the full extent by another; but, in order to be regarded as a contributory, one must be a person liable to be called on by another to join in payment of a debt, or having a right to call on another person to join for that purpose. In his view, however, no such right existed in the present case; and Mr. Stirling was, by the act of transferring, completely exonerated. Having entered at length into the authorities bearing on the point, his Lordship concluded by stating that the same observations applied to Mr. Kennedy's case; and he should, therefore, order both names to be removed from the list.

The Lord Justice (*Blackburne*) concurred in the judgment.

THE ELECTIONS.

The only subject of conversation in legal circles at present is the general election. It seems probable that the number of lawyers returned for Irish constituencies will be even larger in the next Parliament than it was in the last. Several lawyers of high reputation have issued addresses for the first time. Among these occur the names of F. M'Donough, Q.C., who will contest the little borough of Carrickfergus; and J. A. Lawson, Q.C., who seeks, with a fair prospect of success, to represent, undoubtedly, the first constituency in Ireland—the University of Dublin. The first of these gentlemen would contribute, to the Commons House, *Nisi Prius* talents of a high order; while the second would bring to bear, on every public question, a mind of vast information, and unsurpassed logical power. Several other names of less note appear on the list of candidates for parliamentary honours. Not a single solicitor has as yet issued an address. In Dublin, Mr. F. W. Brady, a son of the Lord Chancellor, will contest one of the metropolitan seats.

VACANCIES AND APPOINTMENTS.

It is now understood that it is not the intention of the Government to fill up the vacancy caused by the sudden and lamented death of Master Henn. Four Masters are, it is considered, sufficient to transact all the business likely to come into the Masters' offices.

The office of Clerk of the Crown for the county Louth, vacant by the death of Mr. W. Horan is not yet filled up. This is one of the few legal appointments open to solicitors, and there are numerous applicants for the office.

Review.

Daniell's Practice of the High Court of Chancery. Third Edition; adapted to the present Practice of the Court. By THOMAS EMERSON HEADLAM, M.P., one of Her Majesty's Counsel. In 2 vols. London: Stevens and Norton.

[SECOND NOTICE.]

The old edition of Daniell's Practice contained a very copious chapter on the rules concerning parties to a suit. A multitude of decisions may there be found collected, by which the practitioner could generally determine, without much difficulty, who were, and who were not, necessary parties to his suit. The old maxim of the court was, that every one interested in the subject-matter of the suit should be brought before it, so as to enable the court to do complete justice, and to bind the rights of all parties interested in the estate. This rule was productive of great inconvenience and expense in many proceedings, and the Chancery Procedure Act endeavoured to obviate the difficulty, by enacting, that, in a number of specified cases, it should not be competent to a defendant to take objections for want of parties, which, under the former practice, would have been open to him. But the statute did not, and could not, without a violation of natural justice, enable the court to bind the rights of absent parties, without giving them the opportunity of a hearing; and accordingly it was provided, that, in all the enumerated cases, except where absent parties were represented by trustees, the persons who would have been necessary parties should be served with notice of the decree; after which, they should be bound by the proceedings, liberty being reserved to such persons to apply to the court to add to the decree.

The whole effect of the 42nd section, with the exception of one clause relating to trustees, therefore, is to take away from a defendant, in certain cases, the power which he formerly had of defeating a suit by showing that some persons interested were not made parties; but the decree, when obtained, has no operation against such absent persons, until they have been served in the manner directed by the Act. The same persons whose presence was formerly necessary to enable the court to make a decree, must still be brought before the court, the only difference being that this may be effected by a proceeding after decree, instead of by making them parties in the first instance. This being so, it is obvious that the rules formerly applicable as to parties have still to be considered, for the purpose of determining who ought to be served with a decree made in the presence of some only of the interested parties, and no book of practice can be regarded as complete which omits to give the fullest information on this subject. Nearly all the learning upon it which was collected in the former edition has, however, been very injudiciously struck out from the present, and in the place of precise directions as to who must be original parties, and who ought to be served to give the decree its full effect, Mr. Headlam gives little more than a series of extracts from the statute, and the report on which it was founded, prefaced by such general statements as that "technicalities of all kinds are now banished from the subject;" and that, where proper parties are not before the court, "relief will, in some cases, be modified and granted to such an extent, and in such a form, as is consistent with justice in the somewhat defective state of the record." Observations of this kind would be very pertinent, if true, in a work designed to convey a loose impression of the nature of equity procedure to unprofessional readers; but they are wholly out of place in a book of practice intended for use, and a very worthless substitute for the exact information which has been omitted.

If we could regard the many comments of this description which fill the new portion of the work as mere surplus declamation, we should have no other objection to make than that the space which ought to be filled with practical directions is taken up with matter which serves no purpose, but to increase the bulk and cost of the work. But the fact is, not merely that page after page is loaded with loose general statements, quotations from the report of the commission, and discussions on the policy of the statutes, but that the really essential information as to the interpretation which the courts have put upon the statutes and orders is, on a multitude of points, omitted or slurred over. Confining ourselves for the present to the chapter on Parties, we observe that the omission of the useful chapter in the old edition, no part of which has become altogether obsolete, is not compensated for by any precise explanation of the working of the new principles that have been introduced by the recent statutes. An example or two will explain our meaning:—Rule 2 of the 42nd section of the Chancery Improvement Act provides that "any legatee interested in the proceeds of real estate directed to be sold may, without serving any other legatee or person interested in the proceeds of the estate, have a decree for the administration of the estate of a deceased person;" and the 3rd rule entitles a residuary devisee or heir to the like decree, without serving any co-residuary devisee or co-heir. Moreover, the 51st section enables the court to decide questions between some of the persons interested in any property in the absence of the other interested persons.

Now, let us suppose that a suit is to be commenced for the administration of the trusts of a will containing the very common provision, that, subject to certain life interests, the residuary, real, and personal estate is to be sold by the trustees, and divided among certain specified classes. Two questions would arise: who ought to be parties in the first instance?—and who must be brought before the court by subsequent notice, in order to obtain a sale under the direction of the court? The draftsman would turn to his "Headlam" for information. There he would find the clauses of the Act, and a long statement of the reasons which induced the Commissioners to recommend them. Besides this, he would find an allegation on the unsupported authority of Mr. Headlam, that the 2nd and 3rd rules of the 42nd section extend to personal estate alone. This is not merely an unsupported statement, but it is utterly wrong; and if Mr. Headlam had looked to rule 1 of the same section, he would have seen that where the Legislature meant to restrict its enactments to personalty, it used the term "personal estate," and not the general word "estate." With the exception of this incorrect statement, there is not a word in Mr. Headlam's book which pretends to assist the practitioner in such a case as we have supposed. Foiled in his search, he would perhaps set to work to look for authorities on his own account; and the first sources of information he would

consult, would be the useful Appendices to Mr. Hare's Reports, and the large collection of Practice Cases in the Weekly Reporter. In both places, he would find a case of *Doody* v. *Higgins* (9 Hare App. 32, and 1 W. R. 30) decided, a few days after the Act came into operation, by V. C. *Turner*. There he would see that the rules in question had been applied to real estate, as might have been presumed; and he would also discover that the court will not proceed to make a decree for sale of an estate without requiring all the parties interested to be brought before it, either as parties or by serving notice of decree. The case is particularly important, as it was decided after consultation with the other judges, and it lays down the general rule, that, though the court might possibly in some cases proceed to a sale in the absence of interested parties, such a course would only be taken in extreme cases. *Doody* v. *Higgins*, however, is not thought worthy of mention in Mr. Headlam's book of Practice; and instead of the short statement of the practice as settled by that decision, we have nothing but an extract from the Commissioners' Report, and an incorrect interpretation of the statute on the authority of the learned editor. *Densem* v. *Elworthy*, in the same volume of Hare, App. 43, is another important case on section 42, which is not mentioned by Mr. Headlam. It decides, that when a plaintiff frames his bill not against the trustees alone, as he might do, but against the persons interested, according to the old practice, he must include all those persons, or, at least, the special trustees, who represent the interests of each class. We are quite willing to admit that even a laborious editor may occasionally overlook one or two of the cases on a particular point, though such neglect is not very pardonable in a book of practice; but our complaint against Mr. Headlam is, that, without stating, or, as it would seem, even looking for an authority on the subject, he confines his observations on the effect of an important clause to one general remark—and that one, contrary to the obvious meaning of the statute, and the express decision of the courts.

On the other rules contained in the same section, Mr. Headlam is equally uninstructive. The 8th rule relates to the service of notices of decree, and all that the editor has done is to copy the rule, and to add a note referring to *Chalmers* v. *Laurie* (10 Hare, App. 27), making no mention of a subsequent decision of equal importance—*Strong* v. *Moore* (1 W. R. 509)—deciding that the practice of serving notice of decree extends to proceedings commenced by an administration summons in chambers. But the rule of the section on Parties, which has most frequently come under the consideration of the court, is the 9th, which provides that trustees, in whom real or personal estate is vested, shall represent the persons beneficially interested under the trusts, in the same manner, and to the same extent, as executors and administrators represent those interested in personal estate.

This rule was an extension of the 30th Order of August, 1841, which gave the same power of representation to trustees competent to sell and give discharges. Both before and after that order there had been many decisions as to the necessity of making the *cestuis que trust* parties, of which the greater number related to foreclosure suits, where the equity of redemption was vested in trustees. We may mention among the cases which were prior to, or not within, the order—*Calverly* v. *Phelp* (6 Mad. 229) and *Coles* v. *Forrest* (10 Beav. 557); and among those decided upon the terms of the Order of 1841, *Wilton* v. *Jones* (2 Y. & Col. 244), in which *Knight Bruce*, V. C., suggested that the Order did not apply at all to a foreclosure suit. None of these cases are noticed by Mr. Headlam, although they are not without importance as illustrating the law, even under the new practice. But the leading cases are, of course, those which have been decided expressly upon the clause of the new Act. The principal of these are—*Goldsmid* v. *Stonehewer* (9 Hare, App. 39), *Hannan* v. *Riley* (9 Hare, App. 40), *Tuder* v. *Morris* (1 Sm. & G. 508), *Young* v. *Ward* (10 Hare, App. 59), *Siffken* v. *Davis* (1 Kay, App. 21), *Sale* v. *Kitson* (3 De G. M. & G. 119), *Cropper* v. *Mellersh* (3 W. R. 202), *Wilkins* v. *Reeves* (8 W. R. 805), *Fowler* v. *Bayldon* (9 Hare, App. 78), and *Read* v. *Prest* (8 W. R. 30). They decide the following points:—1. That the trustees of a settlement of mortgaged property, having no funds applicable to redemption, do not sufficiently represent the *cestuis que trust* in a foreclosure suit. 2. That a mere devisee in trust does not, in such a suit, sufficiently represent the parties interested. 3. That persons who are both trustees and executors under a will do sufficiently represent the beneficiaries in a foreclosure suit, they being in a position to redeem, if redemption is likely to be beneficial. 4. That the presence of *cestuis que trust*, when otherwise necessary, will sometimes be dispensed with, on evidence being given that they have notice of the proceedings, and do not object to the proposed decree. 5. That where the decree asked is sale, and not foreclosure, the *cestuis que trust*, though infants, may be dispensed with on evidence that the sale will be for their benefit. 6. That, where, by disclaimer of the trustees, the estate had vested in an infant heir, no decree could be made in the absence of the parties interested, either for foreclosure or sale. 7. That, subject to certain exceptions, the rule applies to all suits where the interests and powers of the beneficiaries are vested in the trustees. 8. That the trustees do not sufficiently represent the *cestuis que trust* in a suit to set aside a settlement, and charging the trustees with fraud.

The way in which Mr. Headlam deals with these important decisions is to state in his text the bare words of the statute, and, without a word of explanation as to the actual condition of the law, to add the following note:—"*Stansfield* v. *Hobson* (16 Beav. 189), *Sale* v. *Kitson* (3 D. G. M. & G. 119), and cases there referred to; see also *Young* v. *Ward* (10 Hare, App. 58)."

Stansfield v. *Hobson* is a case of a very special kind, which throws little light on the construction of the statute. The other two cases are authorities for the 3rd and 6th of the above propositions. By pursuing the reference within reference, suggested by Mr. Headlam's note, the diligent reader would at length succeed in picking out the cases which decide the first of the propositions we have stated. To sum up our observations on this particular clause, we have eight distinct subsidiary rules established by judicial decisions, all of which ought to have been briefly stated in the text of a book of practice. In lieu of this, Mr. Headlam gives us a bald reference to the cases which decide two of the rules, an indirect reference to the judgment on one other, and nothing at all to guide the reader to the decisions on the remaining five. This does not seem to us the way in which a work on practice should be manufactured.

Another clause of the statute, which is treated much in the same off-hand way, is the 44th, which enables the court to proceed in the absence of representation of the estate of a deceased person, or to appoint some person to represent the estate for the purpose of the suit. Upon this Mr. Headlam gives his reader the information, that the power is discretionary (which is obvious enough); that the court will act upon the clause when there is a difficulty in obtaining representation, and when the interest of the deceased defendant is not of very great consequence in the cause (which is sufficiently vague); but that it will not do so when the object is to administer the estate sought to be represented, nor when the person who would be appointed would have the duties of a trustee to perform. He adds, too, that the power extends to claims, special cases, or to any summary proceedings; and that the person who would be administrator *ad litem*, is the proper person to appoint, and that is all. Mr. Headlam cites some of the authorities for these positions, but he tells us nothing of *Chaffers* v. *Headlam* (9 Hare, App. 46), which decided that the application ought to be made on notice, and where the clause was applied to the estate of an insolvent, who had executed a composition deed for the administration of the trusts of which the suit was instituted. Neither does he mention *Band* v. *Randle* (2 W. R. 331), where it was laid down that the clause was not meant to authorise an actual decree against the estate represented, but where it was also held that representation to one of two accounting executors might be dispensed with, the deceased executor having died insolvent. *Ashmall* v. *Wood* (4 W. R. 60 and 110) affords another instance of Mr. Headlam's negligence; and it is the more serious, because, if he had noticed this case, he would have seen that it purports to qualify the general rule, that the clause does not apply to the estate of a party against whom a decree is sought. By way of being impartial, however, Mr. Headlam also leaves out the case of *Bruiton* v. *Hughes* (21 L. T. 123), which lays down that principle, and the important case of *James* v. *Aston* (4 W. R. 401), where V. C. *Kindersley*, though guarding himself against laying down the general rule without exception, declared (in opposition, apparently, to the doctrine of V. C. *Stuart* in *Ashmall* v. *Wood*), that, until such a case should be decided by higher authority, he (V. C. *Kindersley*) would not make a decree against the estate of any party without a legal personal representative before the court. Mr. Headlam's method of guiding his readers to a correct conclusion on a point in which different branches of the court are scarcely in harmony, seems to be to state no definite opinion of his own, and carefully to suppress the cases which it might be difficult to reconcile. We might go on to refer to other cases, as *Gibson* v. *Wills* (4 W. R. 499), *Ex p. Cramer* (9 Hare, App. 47), and *Rawlins* v. *M'Mahon* (1 Dr. 225), but we are weary of pointing out the omissions of this careful editor; and we think we have done enough to justify the conclusion that the new edition of "Daniell's Practice" is one of the most dangerous books which a solicitor could place upon his shelves.

Private Bills

WHICH WILL BE CONTINUED IN THE NEXT PARLIAMENT.

Those against which a line is drawn have been abandoned or rejected in the last Parliament.

Those Bills against which a single star (*) is placed, may be petitioned against after the second reading in the next Parliament; and those against which two stars (**) are placed, have all passed Committee, and been reported, and some of them have advanced several stages.

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.
1. Aberdeen Junction Railway			
2. Aberdeen, Peterhead, & Fraserburgh Railway			
3. Aldershot Railway			
4. Alva Parish	Feb. 13	Feb. 16	Feb. 27
5. Andover Canal Sale	Feb. 6	Feb. 9	Feb. 20
6. Atlantic Telegraph Company	Feb. 10	Feb. 11	Feb. 16
7. Australian Agricultural Company	Feb. 10	Feb. 11	Feb. 16
8. Backwater Bridge and Road	Feb. 17	Feb. 19	Feb. 24
9. Bagenalstown and Wexford Railway			
*10. Bank of London and National Provincial Insurance Association (No. 2)	...	Feb. 23	Mar 16
11. Banff, Macduff, & Turriff Extension Railway	Feb. 16	Feb. 17	Feb. 23
**12. Banff, Portsoy, and Strathisla Railway	Feb. 12	Feb. 13	Feb. 18
13. Bathgate, Airdrie, and Coatbridge Railway	Feb. 4	Feb. 5	Feb. 10
**14. Bedale and Leyburn Railway	Feb. 9	Feb. 10	Feb. 16
15. Belfast Improvement	Feb. 12	Mar 4	Mar 10
16. Berkeley, Dursley, &c., Turnpike Trust	...	...	...
17. Besselsleigh Road	Feb. 13	Feb. 18	Feb. 23
*18. Birkenhead District Gas and Water	Feb. 23	Feb. 26	Mar 17
19. Birkenhead Docks (Construction)	Feb. 4	Feb. 5	Feb 11
20. Birkenhead Docks (Management)	Feb. 4	Feb. 5	Feb. 11
21. Birkenhead, Lancashire, & Cheshire Junction, & Great Western Railway Company			
22. Birkenhead, Lancashire, & Cheshire Junc. Ry.	Feb. 4	Feb. 5	Feb. 10
23. Blackburn Railway	Feb. 4	Feb. 5	Feb. 10
24. Blyth and Tyne Railway	Feb. 5	Feb. 6	Feb. 11
25. Border Counties Railway	Struck	off list	of Pts,
26. Bourne and Essendine Railway	Feb. 16	Feb. 17	Feb. 23
27. Bridgewater Markets and Fairs	Feb. 16	Feb. 17	Feb 24
28. Brighton, Hove, & Preston Constant Serv. Water	Feb. 4	Feb. 5	Feb. 10
29. Bristol, South Wales, & Southampton Union Ry.	Feb. 5	Feb. 6	Feb. 13
30. British and Irish Grand Junction Railway	Feb. 18	Feb. 19	Feb. 25
31. Briton Ferry Docks	Feb. 9	Feb. 10	Feb. 16
*32. Burial of the Dead within the City and Liberties of London	Feb. 6	Feb. 9	Mar 16
33. Burslem and Tunstall Gas	Feb. 5	Feb. 6	Feb. 11
34. Bury Gas	Feb. 11	Feb. 12	Feb. 17
**35. Calcutta and South-Eastern Railway Company	Feb. 10	Feb. 11	Feb. 20
36. Caledonian Railway (Lines to Granton)	Feb. 5	Feb. 6	Feb. 11
37. Caledonian Railway (Running Powers)	Feb. 16	Feb. 26	Mar 4
38. Cannock Mineral Railway (No. 1)	Feb. 9	Feb. 10	Feb. 16
39. Cannock Mineral Railway (No. 2)	Feb. 16	Feb. 17	Feb. 23
40. Cardigan Markets and Improvements	Feb. 6	Feb. 9	Feb. 16
41. Carlisle and Hawick Railway	Feb. 4	Feb. 5	Feb. 10
42. Carlisle, Liddisdale, and Hawick Railway			
43. Charing-cross Bridge	Feb. 13	Feb. 16	Feb. 24
44. Chatham District Water	Feb. 12	Feb. 13	Feb. 18
**45. Chepstow Gas	Feb. 13	Feb. 16	Feb. 23
**46. Chester Water	Feb. 4	Feb. 5	Feb. 17
47. Clifton Railway			
48. Clyde Navigation	Feb. 4	Feb. 20	Feb. 25
49 Colne and Bradford Railway			
50. Coniston Railway	Feb. 16	Feb. 18	Feb. 23
51. Conway Valley Railway	...	...	...
52. Cork and Bandon Railway	Feb. 5	Feb. 6	Feb. 12
53. Cork and Youghal Railway	Feb. 13	Feb. 16	Mar 9
54. Cork Consumers' Gas	Feb. 23	Feb. 26	Mar 6
55. Cork Gas	Feb. 9	Feb. 10	Feb. 16
56. Cornwall Railway	Feb. 4	Feb. 5	Feb. 10
	Royal Assent		Mar. 21
57. Cwm Amman Railway	Feb. 6	Feb. 9	Feb. 20
58. Dartmouth and Torbay Railway	Feb. 17	Feb. 19	Feb. 24
59. Deeside Extension Railway	Feb. 17	Feb. 26	Mar 3
60. Dexthorpe Turnpike Trust	Feb. 25	Feb. 27	Mar 4
61. Doncaster and Wakefield Railway	Feb. 17	Feb. 18	Feb. 23
62. Dorset Central Railway	Feb. 5	Feb. 6	Feb. 11
63. Dublin and Meath Railway			
**64. Dublin and Wicklow Railway	Feb. 5	Feb. 6	Feb. 11
**65. Dumbarton Water, &c	Feb. 4	Feb. 5	Feb. 10
*66. Dundalk and Enniskillen Railway	Feb. 10	Feb. 24	...
67. Eastern Bengal Railway Company			
68. Eastern Counties Railway	Feb. 4	Feb. 23	Mar 2
**69. East Kent Railway (Extension to Dover)	Feb. 4	Feb. 5	Feb. 10
70. East Kent Ry. (Strood to St. Mary's Cray, &c.)	Feb. 4	Feb. 19	Feb. 24
71. East Somerset Railway	Feb. 11	Feb. 12	Feb. 17
72. East Suffolk Railway	Feb. 19	Feb. 20	Feb. 25
73. Edinburgh, Perth, and Dundee, and Scottish Central Railway Companies	Feb. 12	Feb. 16	Feb. 27
**74. Electric Telegraph Company	Feb. 5	Feb. 6	Feb. 11
75. Elie Harbour	Feb. 6	Feb. 9	Feb. 16
76. Ely Tidal Harbour and Railway	Feb. 4	Feb. 5	Feb. 10
77. Ely Valley Railway	Feb. 5	Feb. 6	Feb. 11
78. European and Indian Junction Telegraph Co.	Feb. 16	Feb. 17	Feb. 27
**79. Exeter and Exmouth Railway	Feb. 4	Feb. 5	Feb. 10
	In the Lords.		
80. Fife and Kinross Railway	Feb. 5	Feb. 6	Feb. 11
81. Finsbury Park	Feb. 4	Feb. 19	Mar 2
82. Fiskerton Drainage	Feb. 17	Feb. 18	Feb. 27
83. Formartine and Buchan Railway			
84. Forth and Clyde Junction Railway	Feb. 13	Feb. 16	Feb. 23
85. Fownhope and Holme Lacy Bridge	Feb. 13	Feb. 16	Feb. 23
86. Fraserburgh Harbour	Feb. 6	Feb. 24	Mar 2
87. Glasgow City and Suburban Gas	Feb. 4	Feb. 5	Feb. 10
88. Glasgow Gas	Feb. 4	Feb. 5	Feb. 10
89. Great Northern & Western of Ireland Railway	Feb. 4	Feb. 19	Feb. 24
90. Great Southern & Western Extension Ry.	Feb. 4	Feb. 5	Feb. 10
**91. Great Southern & Western Railway (Capital)	Feb. 5	Feb. 6	Feb. 11
92. Great Western and Brentford Railway	Feb. 5	Feb. 6	Feb. 11
**93. Great Yarmouth Britannia Pier	Feb. 4	Feb. 5	Feb. 10
94. Great Yarmouth Water	Feb. 24	Feb. 25	Mar 2
95. Guildford Gas	Feb. 10	Feb. 11	Feb. 16
96. Guildford Water	Feb. 13	Feb. 16	Feb. 23
97. Hamilton and Strathaven Railway	Feb. 13	Feb. 16	Feb. 23
98. Hartlepool Extension & Headland Imp. (No. 2)			
99. Haslingden and Todmorden Roads	Feb. 6	Feb. 9	Feb. 26
100. Hereford Cathedral Restoration	Feb. 5	Feb. 6	withdr
101. Herne Bay and Faversham Railway	Feb. 6	Feb. 9	Feb. 16
102. Hull and Hornsea Railway	Struck	off the	list
103. Imperial Continental Gas Association	...	...	...
**104. Inverness and Nairn Railway	Feb. 4	Feb. 5	Feb. 10
105. Ipswich Water	Feb. 18	Feb. 19	Feb. 24
106. Islington Parish	Feb. 4	Feb. 19	Feb. 24
107. Keith and Dufftown Railway (No. 2)	Feb. 26	Feb. 21	Mar 9
108. Kidsgrove Market	Feb. 4	Feb. 5	Feb. 10
109. Kidsgrove Market, Town Hall, &c.	Feb. 5	Feb. 9	Feb. 16
110. Kinross-shire Railway	Feb. 5	Feb. 6	Feb. 11
111. Lancaster and Carlisle and Ingleton Railway	Feb. 4	Feb. 5	Feb. 10
112. Landport and Southsea Improvement	Feb. 9	Feb. 10	Feb. 16
113. Langport, Somerton, and Castle Cary Roads	Feb. 4	Feb. 9	Feb. 16
114. Leslie Railway	Feb. 4	Feb. 5	Feb. 10
115. Lewes and Uckfield Railway	Feb. 4	Feb. 5	Feb. 11
116. Liverpool and Birkenhead Docks	Feb. 4	Feb. 5	Feb. 16
117. Liverpl. Docks Committee & Birkenhead Docks			
118. London (City) Coal Duties	...	...	...
119. London (City) Hotel and Building Company	...	...	...
120. London & South-Western Ry. Acts Amendment	Feb. 4	Feb. 5	Feb. 10
121. Lowestoft & Burgh St. Peter Ferry and Roads	Feb. 10	Feb. 12	Feb. 17
122. Lowestoft Water, Gas, and Market	Feb. 9	Feb. 10	Feb. 16
123. Mallow and Fermoy Railway	Feb. 5	Feb. 6	Feb. 11
124. Mansfield and Worksop Road	Feb. 10	Feb. 12	Feb. 17
**125. Margate Water	Feb. 13	Feb. 16	Feb. 23
126. Manchester Corporation	Feb. 16	Feb. 20	Mar 3
127. Manchester, Sheffield, and Lincolnshire Ry. (Buxton and Cleethorpes)	Feb. 4	Feb. 5	Feb. 16
128. Manchester, Sheffield, and Lincolnshire Railway (Romiley, &c.)	Feb. 4	Feb. 5	Feb. 16
129. Mayor's Court of the City of London	Feb. 6	Feb. 9	Feb. 23
130. Medical, Legal, and General Mutual, and New Equitable Life Assurance Cos. Amalgam	Feb. 12	Feb. 13	Feb. 18
**131. Meriton's and Hagen's Sufferance Wharves	Feb. 6	Feb. 9	Feb. 16
132. Mersey Conservancy and Docks	Feb. 4	Feb. 5	Feb. 11
*133. Metropolitan Cattle Market	Feb. 6	Feb. 9	Mar 16
134. Metropolitan New Streets and Improvements	Feb. 4	Feb. 5	Feb. 11
*135. Metropolitan Railway	Feb. 16	Feb. 19	...
136. Metropolitan Sewerage (Outfall to the Sea)			
137. Mid-Kent Railway, Bromley to St. Mary's Cray (Extension to Dartford)			
138. Mid-Kent Railway (Croydon Extension)	Feb. 4	Feb. 19	Feb. 25
139. Mid-Kent and South Kent Railway	Feb. 13	Feb. 17	Feb. 26
140. Midland Gt. Western Ry. of Ireland (SligoExt.)	Feb. 9	Feb. 10	Feb. 16
141. Midland Great Western Railway of Ireland (Tullamore Line)	Feb. 6	Feb. 9	Feb. 16
142. Mid-Sussex Railway	Feb. 13	Feb. 26	Mar 3
143. Milford Improvement	Feb. 6	Feb. 9	Feb. 16
144. Monkland Railways	Feb. 5	Feb. 6	Feb. 11
145. Mordon Carrs Drainage	Feb. 6	Feb. 9	Feb. 16
146. National Assurance & Investment Association	Feb. 12	Feb. 13	Feb. 18
147. Neue Valley Drainage and Navigation Imp.	Feb. 5	Feb. 6	Feb. 13
148. New Brunswick & Canada Railway & Land Co.	Feb. 6	Feb. 9	Feb. 16
149. Newcastle-under-Lyme and Leek Roads	Feb. 9	Feb. 10	Feb. 16
150. Newport, Abergavenny, and Hereford Railway	Feb. 17	Feb. 19	Feb. 24
**151. Newquay Pier, Harbour, and Railway	Feb. 10	Mar 10	Mar 16
152. New River Company	Feb. 4	Feb. 5	Feb. 10
153. New Ross Free Bridge Act Amendment			
*154. Newry and Enniskillen Railway	Feb. 4	Feb. 20	...
155. Newry, Warrenpoint, and Rostrevor Railway	Feb. 4	Feb. 5	Feb. 10
156. Newtown & Machynlleth Railway	Feb. 13	Feb. 16	Feb. 23
157. Norfolk Estuary Acts Amendment	Feb. 5	Feb. 6	Feb. 11
158. Norfolk Railway			
159. North Derbyshire Railway			
160. North-Eastern and Hartlepool Dock and Railway Companies' Amalgamation	Feb. 9	Feb. 10	Feb. 16
161. North-Eastern Railway (Capital)	Feb. 4	Feb. 5	Feb. 10
162. North-Eastern Ry. (Lanchester Valley Br.)	Feb. 4	Feb. 19	Feb. 24
163. North Level Drainage	Feb. 4	Feb. 5	Feb. 11
164. North Staffordshire Ry. (Bridgewater Canals)	Feb. 5	Feb. 6	Feb. 11
165. North-Western Railway	Feb. 5	Feb. 6	Feb. 11
166. Norwich and Spalding Railway	Feb. 10	Feb. 11	Feb. 16
167. Oldham, Ashton-under-Lyne & Guide Bridge Junction Railways	Feb. 4	Feb. 5	Feb. 10
168. Orkney Roads	Feb. 12	Feb. 13	Mar 18
169. Otley and Skipton Road	Feb. 17	Feb. 19	Feb. 24
**170. Peebles Railway	Feb. 4	Feb. 5	Feb. 10
171. Portadown and Dungannon Railway	Feb. 5	Feb. 6	Feb. 11
172. Portsmouth Railway	Feb. 5	Feb. 6	Feb. 11
173. Portsmouth Water	Feb. 4	Feb. 5	Feb. 10
174. Prestwich, Bury, and Radcliffe Roads	Feb. 6	Feb. 9	Feb. 16
175. Price's Patent Candle Company	Feb. 4	Feb. 5	Feb. 10
	Royal Assent		Mar. 21
176. Pulteney Town Harbour	Feb. 5	Feb. 6	Feb. 13
177. Reading Railways Junction Railway	Feb. 4	Feb. 5	Feb. 11
**178. Reversionary Interest Society	Feb. 11	Feb. 12	Feb. 17

NAME OF BILL.	Petition presented.	Read 1st time.	Read 2nd time.
179. Rhymney Railway	Feb. 16	Feb. 26	Mar 3
180. Richmond Improvement	...	...	...
181. Richmond and Kew Extension Railway	Feb. 17	Feb. 26	Mar 3
182. Ringwood, Christchurch, & Bournemouth Ry.	Feb. 12	Feb. 13	Feb. 18
183. St. George's Harbour Act Amendment	...	...	...
184. St. Helen's Canal and Railway	Feb. 6	Feb. 9	Feb. 16
185. St. Philip's Church, Liverpool	Feb. 12	Feb. 13	Feb. 18
*186. Salford Borough (No. 1)	Mar 17	Mar 18	...
*187. Salford Borough (No. 2)	Mar 17	Mar 18	...
188. Salisbury and Yeovil Railway	Feb. 10	Feb. 23	Mar 2
**189. Scottish Central Railway	Feb. 5	Feb. 6	Feb. 11
190. Selby and Market Weighton Road	Feb. 6	Feb. 9	Feb. 16
191. Shrewsbury Gas	Feb. 10	Feb. 11	Feb. 16
192. Shropshire Union Railways & Canal, London and North-Western Railway, and Shropshire Canal Companies	Feb. 17	Feb. 18	Feb. 23
193. Sittingbourne and Sheerness Railway	Feb. 4	Feb. 6	Feb. 11
194. Slaney River Improvement	Feb. 16	Feb. 17	Feb. 27
195. Southampton, Bristol, and South Wales Ry.	Feb. 4	Feb. 20	Mar 11
**196. South Devon Railway	Feb. 4	Feb. 5	Feb. 10
	passed the Commons		
197. South-Durham & Lancashire Union Railway	Feb. 4	Feb. 5	Feb. 10
198. South-Eastern Railway (Greenwich Junction to Dartford, &c.)	Feb. 6	Feb. 9	Feb. 16
199. South-Eastern Railway (Reading, &c.)	Feb. 10	Feb. 11	Feb. 16
200. South London Railway	Feb. 17	Feb. 25	Mar 2
**201. South Shields Gas	Feb. 6	Feb. 9	Feb. 16
202. South Staffordshire Water	Feb. 10	Feb. 11	Feb. 16
203. South Yorkshire & North Lincolnsh. Junc. Ry.	Feb. 13	Feb. 26	Mar 9
204. Stamford and Essendine Railway	Feb. 13	Feb. 16	Feb. 24
205. Stockton New Gas and Stockton Gas Consumers' Companies	Feb. 4	Feb. 6	Feb. 11
206. Stockport, Disley, & Whaley Bridge Railway	Feb. 4	Feb. 23	Mar 2
207. Stratford-upon-Avon Gas	Feb. 4	Feb. 5	Feb. 10
208. Stratford-upon-Avon Railway	Feb. 10	Feb. 23	Mar 2
**209. Sunderland Gas	Feb. 4	Feb. 5	Feb. 10
210. Sunken Vessels Recovery Company	Feb. 9	Feb. 10	Feb. 16
211. Swansea Docks	Feb. 18	Feb. 19	Mar 6
212. Swansea Harbour Trust & Swansea Dock Co.	Feb. 16	Feb. 20	Mar 2
213. Taff Vale Railway	Feb. 4	Feb. 5	Feb. 10
214. Thames Embankments and Railways			
215. Thames and Medway Conservancy	Feb. 6	Feb. 9	Feb. 24
216. Thames and Medway Railway			
217. Tilbury, Maldon, and Colchester Railway	Feb. 4	Feb. 5	Feb. 13
218. Times, Athenæum, & Beacon Ass. Cos. Amal.	Feb. 13	Feb. 16	Feb. 23
219. Tipperary Joint Stock Banking Company			
220. Torquay and St. Mary Church Gas			
221. Tottenham, Hornsey, and Willesden Junc. Ry.	Abandoned		
222. Tralee and Killarney Railway	Feb. 4	Feb. 6	Mar 11
223. Tweed Fisheries	Feb. 5	Feb. 6	Feb. 11
224. Tweed River Fisheries	Feb. 4	Feb. 6	Feb. 10
225. Tyne Improvement	Feb. 4	Feb. 5	Feb. 13
226. Vale of Towy Railway			
227. Victoria Gas	Feb. 17	Feb. 19	Feb. 27
228. Victoria (London) Docks	Feb. 4	Feb. 5	Feb. 10
229. Watchet Harbour	Feb. 4	Feb. 5	Feb. 10
230. Watchet Harbour Trust	Feb. 4	Feb. 5	Feb. 10
**231. Waterford and Tramore Railway	Feb. 4	Feb. 5	Feb. 10
232. Wearmouth Bridge, Ferries and Approaches	Feb. 4	Feb. 5	Feb. 10
233. Weaver Navigation	Feb. 9	Feb. 13	Feb. 23
234. West of Fife Mineral Railway	Feb. 6	Feb. 9	Feb. 16
235. West Hartlepool Harbour and Railway, and North-Eastern Railway Cos. Amalgamation	Feb. 6	Feb. 10	Feb. 16
*236. West London and Crystal Palace Railway	Feb. 27	Mar 9	Mar 17
237. West Metropolitan Ry. & Thames Embankment			
*238. Westminster Improvements (No. 2)	Feb. 17		
239. Westminster Terminus Railway Extension (Clapham to Norwood Abandonment)	Feb. 6	Feb. 9	Feb. 16
240. West Somerset Mineral Railway	Feb. 4	Feb. 5	Feb. 10
241. West Somerset Railway	Feb. 11	Feb. 23	Mar 2
242. Wexford Free Bridge	Feb. 16	Feb. 18	Feb. 23
243. Whitehaven and Furness Junction Railway	Feb. 4	Feb. 5	Feb. 10
244. Whitehaven, Cleator, & Egremont Railway	Feb. 4	Feb. 5	Feb. 10
	Royal Assent		Mar. 21
**245. Willenhall (Wolverhampton) Gas	Feb. 9	Feb. 10	Feb. 16
246. Wilmslow and Lawton Road	Feb. 5	Feb. 6	Mar 11
247. Wimbledon and Dorking Railway	Feb. 13	Feb. 16	Feb. 23
248. Worksop and Attercliffe Railway	Feb. 10	Feb. 12	Feb. 17
**249. Wycombe Railway	Feb. 11	Feb. 12	Feb. 17

BILLS PRESENTED AFTER TIME.

*249a Liverpool Town and Docks—Read first time, March 11; second time, March 16.

*249b London (City) Coal Duties—Read first time, March 18.

*249c Great Northern Railway (Capital)—Read first time, March 18.

*249d Portland Harbour—Read first time, March 9; second time, Mar. 13.

STANDING ORDERS FOR THE SUSPENSION OF PRIVATE BILLS.

THURSDAY, MARCH 12, 1857.

Ordered, That the promoters of every private bill which has been brought into this House in the present session of Parliament, shall have leave to suspend any further proceeding thereupon, and to proceed with the same bill in the next session of Parliament.

Ordered, That the promoters of every such bill shall give notice in the private bill office, not later than the day prior to the close of the present session, of their intention to suspend any further proceedings thereon; or, in the case of bills then pending in the House of Lords, of their intention to proceed with the same bill in this House in the next session.

Ordered, That an alphabetical list of all such bills, with a statement of the stage at which the same were suspended, distinguishing those bills in respect of which subscription contracts have been deposited, shall be prepared by the private bill office, and printed.

Ordered, That not later than three clear days after the next meeting of Parliament, the bill (in the form required by Standing Order, No 168) shall be deposited in the private bill office, with a declaration signed by the agent annexed thereto, stating that the bill is the same, in every respect, as the bill with respect to which proceedings have been so suspended, at the last stage of its proceeding in the House, in the present session.

Ordered, That the bills indorsed by one of the clerks in the private bill office, as having been duly deposited, with the agent's declarations annexed, be laid by one of the clerks of that office upon the table of the House, in the next session of Parliament, in the order in which they shall stand upon such list, but not exceeding fifty bills on any one day.

Ordered, That in respect of every bill so laid upon the table, the petition for the same bill, and the order of leave to bring in the same in the present session, shall be read, and thereupon such bill shall be read a first time; and a second time (if the bill shall have been read a second time previously to its being suspended); and (except in the case of bills in respect of which a subscription contract has been deposited) if such bill shall have been reported by any committee in the present session, the order for referring such bill to a committee shall be dispensed with, and the bill ordered to lie upon the table, or to be read a third time, as the case may be.

Ordered, That in the case of bills, in respect of which a subscription contract has been entered into prior to the present session, provided it shall be proved to the satisfaction of the committee to which the bill is referred, that the deposits in respect thereof (see Standing Orders 63 and 64) have not been withdrawn, it be an instruction to the committee to insert a clause enacting that such contract shall be as valid as if the bill had passed in the present session of Parliament; and if any such bill shall have been reported by any committee in the present session, the same shall be referred to a committee solely for such purpose.

Ordered, That all petitions presented in the present session against private bills, and which stood referred to the committees on such bills, shall stand referred to the committees on the same bills, in the next session of Parliament.

Ordered, That no petitioners shall be heard before the committee on such bill, unless their petition shall have been presented within the time limited in the present session.

Ordered, That in case the time limited for presenting petitions against any such bill shall not have expired at the close of the present session, petitioners may be heard before the committee on such bill, provided their petition be presented previous to, or not later than, seven clear days after the second reading thereof in the next session.

Ordered, That all instructions to committees on private bills in the present session, which shall be suspended previously to their being reported by any committee, be instructions to the committee on the same bills in the next session.

Ordered, That the said orders be Standing Orders of this House.

Marriages and Deaths.

MARRIAGES.

BAILLIE—RONALD—On Mar. 17, at St. Paul's Church, Edinburgh, by the Right Rev. the Bishop of Edinburgh, James William Baillie, Esq., the younger, of Culter Allers, Writer to the Signet, to Wilhelmina, daughter of John Ronald, Esq., Solicitor before the Supreme Courts of Scotland.

CATES—BAKER—On Mar. 19, at Bloomsbury Chapel, by the Rev. W. Brock, Robert Cates, jun., Esq., Solicitor, Fakenham, Norfolk, to Louisa, eldest daughter of Mr. William Baker, of the same place.

DEATHS.

FOX—On Mar. 20, at 16 Oxford-terrace, Clapham-road, John Elliott, son of John Elliott Fox, jun., Esq., Solicitor; aged 7 months.

GRAY—On Mar. 13, Jessie, the eldest daughter of John Gray, Esq., of the Temple, and of 4 Glocester-crescent, Regent's-park, aged 22.

HUGHES—On Mar. 26, at The Green, Hampstead, William Hughes, of Lincoln's-inn, Esq., Barrister-at-Law, in his 65th year.

WILDIG—On Feb. 3, at Lucknow, Oude, East Indies, Laura Matilda, wife of Brigade-Major Wildig, H.E.I.C.S., and youngest child of the late Thomas Gibson Brewer, of Lincoln's-inn, and of Jersey, Esq.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BALGUY, JOHN, Duffield, Derbyshire, Esq., and ANTHONY RADFORD STRUTT, Belper, Derbyshire, Esq., £220 : 15 : 8 Consols.—Claimed by JOHN BALGUY and ANTHONY RADFORD STRUTT.

BICKNELL, ROBERT, Bloomsbury-sq., Esq., £2 : 18 : 6 Annuities.—Claimed by GEORGE BICKNELL, sole executor.

BLATHWAYT, WILLIAM, Hartpree, Somersetshire, Esq., and GEORGE BENJAMIN BUNBURY, Bath, Esq., £6 : 12 : 10 Long Annuities.—Claimed by GEORGE BENJAMIN BUNBURY, the survivor.

BOULTON, SOPHIA. Mickleham, Surrey, spinster, £90 : 15 : 11 Consols.—Claimed by SOPHIA BOULTON, spinster.

BRADE, MARY ANN, Mercers'-hall, widow, £100 Consols.—Claimed by MARY ANN GEIBEL, wife of Louis Karl Geibel (formerly BRADE).

CARR, RALPH, deceased, Park-crsct., Regent's-park, Esq., £300 : 0 : 2 Consols.—Claimed by Rev. JOHN CARR, acting executor of the said RALPH CARR.

CHAPLYN, JAMES ROBERT, Much Hadham, Herts, Gent., £1,700 Consols.—Claimed by ACCOUNTANT-GENERAL of the COURT OF CHANCERY, in trust, in re JAMES ROBERT CHAPLYN, a person of unsound mind.

CHICHESTER, Sir ARTHUR, Youlston, Devon, Bart., £1,102 : 6 : 7 Consols.—Claimed by Sir ARTHUR CHICHESTER, Bart.

CLARKE, SUSANNAH HAWLEY, Sidmouth, Devonshire, spinster, £57 : 18 : 6 Reduced 3 per Cents.—Claimed by SUSANNAH HAWLEY MACDONALD, widow, formerly SUSANNAH HAWLEY CLARKE, spinster.

DALES, Rev. EDWARD, Smethwick, Staffordshire, clerk, £20 Long Annuities.—Claimed by CHARLES MILLER and GEORGE MILLER, executors of the Rev. EDWARD DALES.

DAVENPORT, EDWARD, Lime-st., silversmith, £1,000 New 3 per Cents.—Claimed by EDWARD DAVENPORT BRYAN and WILLIAM POWELL, surviving executors.

DAVIES, GEORGE, Old Broad-st., Gent., deceased, JOHN ATKINSON, and EDWARD JOHN HALL, Leeds, Yorkshire, attorneys-at-law.—Claimed by WILLIAM HEY, THOMAS TOWNEND DIBB, and JOHN WILLIAM ATKINSON, executors of JOHN ATKINSON, the survivor.

FORBES, ANNIE, Kingairloch, Argyleshire, N.B., spinster, £80 : 14 : 10 Reduced.—Claimed by ANNIE FORBES, spinster.

FORDHAM, JOHN EDWARD, Melbourne, Cambridgeshire, Esq., £5 Annuities for a term of years.—Claimed by JOHN EDWARD FORDHAM.

GLANFIELD, THOMAS, jun., Queen's-row, Kennington, Gent., £50 Consols. —Claimed by SARAH GLANFIELD, widow, administratrix.

GOODE, HENRY, Ryde, Isle of Wight, Esq.. Rev. FRANCIS GOODE, Clapham, and Rev. WILLIAM GOODE, Charterhouse-sq., £102 : 3 : 11 Reduced.—Claimed by HENRY GOODE and Rev. WILLIAM GOODE, the survivors.

HARKNESS, JOHN SAMUEL, Ivey-house, Ore, Sussex, M.D., £68 : 15 : 1 Consols.—Claimed by ROBERT WILLIAM PARSONS, surviving acting executor.

LYNN, ELIZABETH, Keswick, Cumberland, spinster, £55 : 0 : 7 Reduced. —Claimed by ELIZABETH LYNN.

MARSHALL, JOHN, Barnstaple, Devon, Esq., and JOHN MAY, Broadgate, Pilton, Devon, Esq., £550 Consols.—Claimed by JOHN MARSHALL, the survivor.

MOLESWORTH, Sir WILLIAM, Bart., Pencarrow, Cornwall, Rev. OLIVER ROUSE, Rector of Falcott, Devonshire, and THOMAS WOOLLCOMBE, Devonport, £50 New 3 per Cents.—Claimed by THOMAS WOOLLCOMBE, the survivor.

MONRO, EMILY GORDON, Ensham-house, Dorset, spinster, £220 Consols.—Claimed by EMILY GORDON MONRO.

MONRO, GEORGINA, Ensham-house, Dorset, spinster, £220 Consols.—Claimed by GEORGINA MONRO.

REMNANT, FREDERICK, Lovell's-ct., Paternoster-row, bookseller, SARAH REMNANT, his wife, JAMES REMNANT, a minor, and MARY REMNANT, a minor, £100 : 11 : 8 Consols.—Claimed by said SARAH REMNANT, widow, and MARY REMNANT, formerly a minor, the survivors.

REYNARD, EDWARD HORNER, Sunderlandwick, Driffield, Yorkshire, Esq., £39 : 4 : 10 Consols.—Claimed by EDWARD HORNER REYNARD.

SAUNDERS, CHARLES ALEXANDER, Princes-st., Esq., £1,263 : 8 : 7 Consols. —Claimed by CHARLES ALEXANDER SAUNDERS.

SHELBOURNE, LUCY, widow, SUSAN SHELBOURNE, spinster, Purfleet, and JAMES LAW, Broadway, Ludgate-hill, wine merchant, £107 : 4 : 9 Consols.—Claimed by SUSAN ANDERSON, wife of ROBERT ANDERSON (formerly SUSAN SHELBOURNE), and JAMES LAW. the survivors.

SMITH, Rev. SAMUEL, Dry Drayton, Cambridgeshire, £12 : 10 Long Annuities; and £300 Consols, standing in the name of said Rev. SAMUEL SMITH, D.D., described of Christ Church, Oxford.—Claimed by FRANCES FISHER, wife of HORATIO NELSON FISHER, administratrix to said Rev. SAMUEL SMITH.

SWALLOW, RICHARD, Old Ford, Bow, Middlesex, victualler, EDWIN PETERS, Old Ford, Bow, victualler, and WILLIAM CRAWLEY, Goodge-st., Tottenham-ct.-rd., Gent., £22 : 2 : 4 New 3 per cents.—Claimed by EDWIN PETERS and WILLIAM CRAWLEY, survivors.

TORR, JANE, East Leigh-house, West Leigh, Devonshire, widow, £750 Consols.—Claimed by FRANCES TORR, spinster, administratrix.

TROTTER, ALEXANDER, Throgmorton-st., Esq., and Rev. WALTER KERR HAMILTON, Residentiary Canon of Salisbury, £920 : 12 : 8 Consols.—Claimed by ALEXANDER TROTTER and the Right Rev. the Bishop of SALISBURY.

TYSON, THOMAS, University-st., New-rd., Gent., £42 : 6 : 7 New 3 per Cents., formerly £3 5s. per Cents.—Claimed by said THOMAS TYSON.

WHITE, CAROLINE EMILY, Montague-grove, Hampstead, spinster, £131 : 6 : 6 New 3 per Cents.—Claimed by CAROLINE EMILY MABERLY, wife of Rev. THOMAS ASTLEY MABERLY, formerly CAROLINE EMILY WHITE.

WILLIAMS, WILLIAM ROSSER, Lincoln's-inn, Middlesex, Barrister-at-Law, Rev. JOSEPH CHARLES BADELEY, Halesworth, Suffolk, clerk, Sir THOMAS BRAUTHWAYT BEEVOR, Hargham, Norfolk, Bart., and ISAAC JERMY, Stanfield, Norfolk, Esq., £851 : 3 : 4 Reduced.—Claimed by WILLIAM ROSSER WILLIAMS and Sir THOMAS BRAUTHWAYT BEEVOR, Bart., survivors.

WILDE, CHARLES ROBERT CLAUDE, Dover-st., Piccadilly, Esq., £50 Consols.—Claimed by Lord TRURO (formerly CHARLES ROBERT CLAUDE WILDE).

YOUNG, JOHN ADOLPHUS, St. Mildred's-ct., London, Esq., and MARY ELMSLEY, Toronto, Upper Canada, £55 : 3 : 10 Consols.—Claimed by JOHN ADOLPHUS YOUNG, the survivor.

Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

GILLINE, FRANCIS (who died at Chatham about 40 years ago), formerly of Leeds, afterwards a soldier serving abroad with the late Duke of York, and was married at Leeds. His daughters, or their heirs, to apply to Robinson & Atkinson, solicitors, Beverley and Hull.

HILL, Rev. ROWLAND (who died in 1833), Clerk, Wootten Underedge, Gloucestershire, and Surrey Chapel. Next of kin and their legal personal representatives to come in and prove their claims on or before April 15, at V. C. Wood's Chambers.

MEGGET, AITLIN (who died in April, 1855), Leather Merchant, 12 Gt. St. Thomas Apostle, London. Next of kin to come in and prove their claims on or before May 1, at the Master of the Rolls' Chambers.

MORISON, JOHN (who died in Feb. 1835), Esq., Auchentoul, Banffshire, and 16 New Burlington-st., London. Legatees and annuitants, or their representatives, to come in and prove their claims on or before April 22, at the Master of the Rolls' Chambers.

YORK, WILLIAM (who died on or about the 8th day of February, 1857), late of Twyford-st., Caledonian-rd., in the county of Middlesex. Next of kin to apply to Henry Revell Reynolds, Esq., solicitor for the Affairs of her Majesty's Treasury, at the Treasury, Whitehall.

Money Market.

CITY, FRIDAY EVENING.

The English Funds continue without animation, and with very little variation in prices. The lowest quotation of Consols during the week has been 93⅛, and the highest 93⅜ per cent. In foreign securities business has been limited and flat, with little fluctuation. Early in the week there was an active demand for money at current rates. Afterwards the market became more easy. To day the demand has revived, and been again active.

From the Bank of England return for the week ending the 21st March, 1857, which we give below, it appears that the amount of notes in circulation is £18,584,440, being an increase of £67,075, and the stock of bullion in both departments is £10,322,297, showing an increase of £24,632, when compared with the previous return.

Notwithstanding the arrivals of gold from Australia since the commencement of the present year have been very large, it is seen that the bullion held by the Bank of England has sustained little variation. At the beginning of the year it amounted to about £10,000,000, and up to the period of the last return it has continued at nearly the same amount. As the Bank of England holds the chief public store of the precious metals in this country, and the amount of its store continues steady, it seems evident that the large supplies received from Australia have not exceeded the requirements of our circulating medium and the demands of trade. It is very remarkable and rather surprising, that the millions received during the present year, and the many more millions received since gold fields were discovered in Australia, have not produced a redundant supply. The returns of the Board of Trade shew that our trade exports last year were £20,000,000 in excess of the previous year. This indicates a progressive increase in commerce, keeping in circulation a proportionately larger amount of gold and silver. The price of grain continues to decline. Grain is the article most generally in demand among civilised nations. If the supply of gold and silver were redundant, the price of corn and breadstuffs would advance. But the price of grain continues to decline, not only in the markets of this country, but generally on the continent. The demand in Spain and France which, during last winter, came into competition with the large demand of England, has come to an end, and the present demand is not equal to the supply.

During this week, further investigation has been made into the affairs of the London and Eastern Banking Corporation. The paid-up capital being £250,000, it appears that £237,000 has been lent upon mortgage on estates belonging to Colonel Waugh, one of the directors; other large advances have been made to the directors, and to the manager. At a meeting of the shareholders, the chairman of the company admitted he was indebted £12,000 to the establishment. A director was understood to have borrowed £5,350 on the security of his own shares; another director £5,500 on the security of property worth £3,000; and the manager £27,000 on various securities. A shareholder inquired upon what pretext £237,000 could have been sunk on mortgages, when the legitimate business for which the concern was established offered safe and large profits. It was replied that 10 per Cent. was paid upon the mortgages, which caused a strong feeling that the offer of such a rate of interest in this country, ought to have been a warning that the securities were of a questionable character. The direct liabilities of the bank were stated by the accountant to be £397,784, and it was intimated, that after allowing for losses, the assets may yield £413,450, which will leave about £16,000 to meet the shareholders' paid-up capital of £250,000.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 21ST DAY OF MARCH, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued .	24,065,160	Government Debt .	11,015,100
		Other Securities . .	3,459,900
		Gold Coin and Bullion .	9,590,160
		Silver Bullion .	...
	£24,065,160		£24,065,160

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) . .	11,646,018
Rest	3,813,985	Other Securities . .	19,998,712
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	8,906,791	Notes	5,480,720
Other Deposits . .	9,902,845	Gold and Silver Coin .	732,137
Seven day & other Bills	680,966		
	£37,857,587		£37,857,587

Dated the 26th day of Mar., 1857. M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	...	—	...	...	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	93⅝ ⅜	93⅝ ⅜ ½	93½ ⅝	93⅝ ½	93½ ⅜ ⅝	93½
New 3 per Cent. Ann.	...	...	...	...	98	...
New 2½ per Cent. Ann.	...	...	76⅝	...	76⅝	...
3½ per Cent. Annuities	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	114⅛	...
India Stock	...	222	...	223½	223½	...
India Bonds (£1,000)	...	...	...	...	5s. dis.	...
Do. (under £1,000)	...	...	...	5s. dis.	5s. dis.	4s. dis.
Exch. Bills (£1,000) Mar.	4s. pm.	3s. pm.	3s. pm.	par	4s. pm.	2s. pm.
June	...	par	par	3s. dis.	4s. dis.	5s. dis.
Exch. Bills (£500) Mar.	4s. pm.	3s. pm.	4s. pm.	par	4s. pm.	...
June	...	par	3s. dis.	3s. dis.	4s. dis.	...
Exch. Bills (Small) Mar.	4s. pm.	3s. pm.	4s. pm.	4s. pm.	par	4s. pm.
June	...	par	3s. dis.	par	1s. dis.	par
Exch. Bonds, 1858, 3½ per Cent.	98⅝ ½	98⅝	...	98⅝ ⅝	...	...
Exch. Bonds, 1859, 3½ per Cent.	98⅝ ½	98⅝	...	...	...	98½

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	91½	91	...	...	91½	91
Caledonian	68½ x d	68½ x d	68½ x d	68⅝ x d	68½ x d	68⅝ x d
Chester and Holyhead ...	...	37½ 6⅝	...	35½	36	35
East Anglian	20	80	...	...	...	...
Eastern Union A stock .	...	...	...	...	...	...
East Lancashire	...	96½ x d	99 x d	99 x d	99 x d	99⅝ x d
Edinburgh and Glasgow	...	...	56½	56⅛ 7	...	...
Edin., Perth. & Dundee.	37½	37	36⅝	36⅝ ½	36⅝ ½ ½	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	96½ 6	96½	96½	96½	96⅝	...
Gt. South & West. (Ire.).	...	...	105 x d	105½ xd	105 x d	105½ xd
Great Western	68⅝ ⅜ ½	68½ ⅜ ½	68⅝ ⅜	68½ 8	68½	67⅛
Lancashire & Yorkshire .	100 x d	100½ xd	101 x d	102½ xd	101⅝ xd	102 xd
Lon., Brighton, & S. Coast	109 8½	...	108½	108½	109½	108
London & North Western	105 4⅝	104½ ⅜	104½	104⅝ ⅛	104⅝	104⅛
London and S. Western .	105 4½	104½ 4	...	104½	104½	103
Man., Shef., and Lincoln	38½	38½	38½ ½	38⅝ ⅛	38⅝ ⅛	39
Midland	82½	82½ 1⅝	81⅝ ⅛	81½ ⅝	82⅝ ⅛	82⅝
Norfolk	...	55 x d	55 x d	55½ x d	55 x d	56 x d
North British	45½ x d	45 x d	44 x d	44½ x d	44½ x d	44 x d
North Eastern (Berwick)	85½ ½	85½ ⅛	85½	85⅝ ½	85⅝ 6	86½
North London	...	...	...	...	98	...
Oxford, Worc. & Wolv. .	...	30½	30⅝	30½ 30	30½	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	25½	25½ 4	24½	...	...	...
Shropshire Union	...	...	...	...	...	...
South-Eastern	...	74½	...	75	75⅝ ⅛	75⅝
South-Wales	...	86½ 7	86⅝	...	...	87½

London Gazettes.

TUESDAY, *March* 24, 1857.

Her Majesty has been pleased to make the following appointments:—The Most Noble Charles Cecil John, Duke of Rutland, to be Lord Lieutenant and Custos Rotulorum of the county of Leicester;

The Right Hon. William, Earl of Burlington, to be Lord Lieutenant and Custos Rotulorum of the county of Lancaster; and

William Thomas Spencer, Esq. (commonly called Viscount Milton), to be Lord Lieutenant and Custos Rotulorum of the West Riding of the county of York.

WHITEHALL, *March* 23, 1857.

The Queen has granted the dignity of a Viscount of the United Kingdom of Great Britain and Ireland unto the Right Hon. Charles Shaw Lefevre, late Speaker of the House of Commons, and the heirs male of his body lawfully begotten, by the name, style, and title of Viscount Eversley, of Heckfield, in the county of Southampton.

FRIDAY, *March* 27, 1857.

Her Majesty, by and with the advice of her Privy Council, is pleased to order that, within one month after this order shall have been published in the *London Gazette*, all the provisions of the "Common Law Procedure Act, 1854" (except such as are contained in secs. 2, 17, 75, 76, 77, 95, 97, 98), and the whole of the 99th sec. (except so much thereof as explains the meaning of the word "action"), and also except such as are contained in secs. 100, 101, 102, 104, 105, and 107, and the rules made and to be made in pursuance of the said act, except such rules, if any, as apply exclusively to the said excepted sections, shall extend and apply to the Court of Record of the city of Norwich, called the Guildhall Court. And her Majesty is further pleased to order, that all the powers or duties incident to the provisions of the said act hereby applied to the said Court of Record shall be exercised, in respect to matters in the said court, by the judge thereof. And a similar order is made with regard to the application to the said court and the judge thereof, of the "Summary Procedure on Bills of Exchange Act, 1855."

LONDON COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

ROBINSON WILLIAM, 32 Charterhouse-square, Gent.—*March* 26.

Bankrupts.

TUESDAY, *March* 24, 1857.

ATACK, SAMUEL, Builder, Leeds. April 3 and May 1, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Dibb, Atkinson, & Piper, Leeds. *Pet.* Mar. 14.

ATKINSON, THOMAS, Woollen Manufacturer, Brearley, Luddenden Foot, Yorkshire. April 3 and May 1, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Holroyde, Son, & Cronhelm, Halifax; or Bond & Barwick, Leeds. *Pet.* Mar. 14.

BROCKLEHURST, EDWARD GRAY, Hose and Strap Manufacturer, Liverpool. April 3 and 24, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Tyrer, North John-st., Liverpool. *Pet.* Mar. 9.

CHRISMAS, TILDEN, Coal Merchant, Chatham and Sheerness. Mar. 31 [not Mar. 30, as in last Friday's *Gazette*] and April 30, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Selby, 15 Coleman-st. *Pet.* Mar. 18.

COLLENS, ROBERT, Licensed Victualler, 100 High Holborn, and Talbot Inn-yard, Borough High-st. April 3, at 2.30, and April 28, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* King & George, 35 King-st., Cheapside. *Pet.* Mar. 21.

DAVIS, WILLIAM POPHAM, & JAMES DAVIS (Davis Bros.), Slate Merchants, Cardiff. April 6 and May 5, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Lovibond, Bridgewater, Somersetshire; or Bevan & Girling, Bristol. *Pet.* Mar. 9.

ENGLAND, RICHARD, Manufacturer, Wilsden, Bradford, Yorkshire. April 21 and May 11, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Weatherhead & Burr, Keighley; or Bond & Barwick, Leeds. *Pet.* Mar. 13.

LONE, EDWARD CLARK, Oil and Drug Merchant, 2 Cullum-st. April 2, at 2, and May 8, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* King & George, 35 King-st., Cheapside. *Pet.* Mar. 23.

RENNISON, FRANK (F. Rennison & Co.), Merchant and Warehouseman, 21 Milk-st., Cheapside, also at 8 Matson-ter., Kingsland-rd., keeping a Day-school. April 7 at 2, and May 5, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Moss, 23 Moorgate-st. *Pet.* Mar. 20.

RICHARDSON, GEORGE DAVY, Ironfounder, Carlisle. Mar. 31, at 11, and May 8, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Wright, Carlisle; Gray, Armstrong, & Mounsey, Staples-inn, London; or Hoyle, Newcastle-upon-Tyne. *Pet.* Mar. 17.

FRIDAY, *March* 27, 1857.

DILLON, THOMAS, Boot and Shoe Maker, Halifax. April 20 and May 11, at 12; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sol.* Brierley, Halifax. *Pet.* Mar. 24.

EVES, WILLIAM DICKENS, Victualler, The Wellington, Seven Sisters-rd., Holloway, and Cock Tavern, Old-st., St. Lukes. April 4 and May 7, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Elard, 4 Trafalgar-sq. *Pet.* Mar. 24.

HIND, ANDREW, Tea Dealer, 2 & 5 Pleasant-row, Pentonville. April 7, at 2, and May 5, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Willoughby, Cox, & Lord, 13 Clifford's-inn. *Pet.* Mar. 24.

HORNBY, BENJAMIN, Hotel-keeper, Hoylake, Cheshire. April 8 and May 4, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Smith, Liverpool. *Pet.* Mar. 25.

JAMES, CHARLES, Victualler, Loughborough, Leicester. April 7 and 28, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Inglesant, Loughborough. *Pet.* Mar. 24.

JEFFCOATT, WILLIAM, Baker, King's-heath, Worcestershire. April 6 and 27, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Smith, Birmingham. *Pet.* Mar. 25.

LASHMAR, GEORGE, Seed Crusher, 7 Bond-st., Brighton (formerly of Tortington Mills, Arundel). April 7, at 2, and May 5, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Pet.* Mar. 20.

LONG, JAMES, Rag Merchant, Kent-st., Portsea, Southampton. April 7, at 11, and May 7, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Linklaters & Hackwood, Sise-la., Bucklersbury. *Pet.* Mar. 25.

MARSHALL, JOHN (Great-Western Coal Co.), Coal Merchant, Friar-st. and Victoria Wharf, Reading, Market-pl., Wokingham, and various Railway Stations. April 18, at 10.30, and May 8, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Linklaters & Hackwood, Sise-la., Bucklersbury. *Pet.* Jan. 27.

MEE, WILLIAM, Manufacturer of Plain and Fancy Hosiery, Leicester. April 7, and May 12, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Stone & Paget, Leicester; or James, Birmingham. *Pet.* Mar. 26.

NICHOLS, HILLYARD, Corn Merchant, Bedford. April 17, at 11, and May 8, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Linklaters & Hackwoood, 17 Sise-la., Bucklersbury. *Pet.* Mar. 27.

ROBERTS, JOHN JONES, Metal Broker, Liverpool. April 8 and 29, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Fletcher & Hull, Liverpool. *Pet.* Mar. 24.

SKINNER, JOSEPH, Auctioneer, 30 Gt. James-st., Bedford-row. April 17, at 12, and May 8, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* Mar. 5.

SMITH, BENJAMIN, Licensed Victualler, Royal Oak, Whitechapel-rd. April 9, and May 5, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Cox & Sons, 14 Sise-la. *Pet.* Mar. 25.

SMITH, JAMES, Marine Store Dealer, Walsall. April 9, at 10, and April 30, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Duignan & Hemmant, Walsall; or Hodgson & Allen, Birmingham. *Pet.* Mar. 23.

SOLOMON, SOLOMON, Tailor, 1 Strand. April 7, at 1.30, and May 5, at 11.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Oldknow, 3 Guildford-pl., Russell-sq. *Pet.* Mar. 24.

STEWART, JOHN, Ironfounder, Preston, Lancashire. April 6 and 28, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* R. & W. Ascroft, Preston; or Cobbett & Wheeler, Brown-st., Booth-st., Manchester. *Pet.* Mar. 25.

TRIPP, JAMES STEVENS, Dealer in Mining and other Shares, Lombard-st.-chambers, Clement's-la. April 8, at 2, and May 6, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 17 Size-lane. *Pet. arrangement*, Feb. 20.

WATMOUGH, EDWARD, Draper, Manchester. April 11, and May 1, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Lee, 18 St. Paul's Churchyard, London; or Sale, Worthington, & Shipman, Manchester. *Pet.* Mar. 19.

WAVELL, THOMAS BROOKE, Bill Broker, 3 Adams-ct., Old Broad-st. April 20, at 12, and May 13, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Stubbs, 46 Moorgate-st. *Pet.* Mar. 16.

WRIGHT, JONATHAN, Shoemaker, Burnley, Lancashire. April 20, and May 11, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Alcock & Holmes, Burnley; or Sale, Worthington, & Shipman, Manchester. *Pet.* Mar. 21.

BANKRUPTCIES ANNULLED

TUESDAY, *March* 24, 1857.

KETTLE, HENRY NEWMAN, Grocer, High-st., Godalming, Surrey.

WANE, WILLIAM ATTEWELL, Grocer, Highworth, Wilts. Mar. 19

FRIDAY, *March* 27, 1857.

BLYTON, HENRY, Clothier, 6 York-ter., Ratcliffe. Mar. 18.

MEETINGS.

TUESDAY, *March* 24, 1857.

FOX, SAMUEL CRANE (John Fox & Son), Wine and Spirit Merchant, Liverpool. April 15, at 11; Liverpool. *Com.* Perry. *Div.*

POLLACK, EDWARD, Sugar Refiner, Fieldgate-st., Middlesex. April 23, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

SEDDON, JAMES, Marble Mason, Liverpool. April 15, at 11; Liverpool. *Com.* Perry. *Div.*

SMITH, HENRY WILLIAM, Woollendraper, Tothill-st., Westminster. April 16, at 2; Basinghall-st. *Com.* Evans. *Last Ex.*

UNWIN, ISAAC, Builder, 30 & 65 Poland-st., Oxford-st. April 16, at 12.30. *Com.* Evans. *Div.*

FRIDAY, *March* 27, 1857.

ADAMSON, ROBERT HENRY (Robert Adamson & Co.), Wine and Spirit Merchant, 14 John-st., Berkeley-sq. April 18, at 11; Basinghall-st. *Com.* Fane. *Div.*

ANDREWS, NICHOLAS, & THOMAS ANDREWS, Ironmongers, Gateshead, Durham. April 22, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

CARPENTER, RICHARD, Licensed Victualler, Museum Tavern, Museum-st., Bloomsbury. April 25, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

COTCHING, JOHN, Farmer, Hall Weston, Huntingdonshire. April 18, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

DALRYMPLE, ALEXANDER, Merchant, 11 Lime-st. April 24, at 12, before *Com.* Fane, Basinghall-st., to decide on offer of composition.

DICKENSON, JOHN (Dickenson Brothers), Merchant, Staffordshire, Walsall. April 20, at 10.30; Birmingham. *Com.* Balguy. *Div.*

EDWARDS, WILLIAM, Ale and Porter Merchant, 325 High-st., Wapping. April 17, at 12.30; Basinghall-st. *Com.* Evans. *Div.*

HART, RICHARD, Wine and Spirit Merchant, West Hartlepool, Durham. April 20, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *First and Final Div.*

HAWKINS, JAMES, Corn Dealer, Richard-st., Woolwich. April 18, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

HORSMAN, SIMON, Tea Dealer, Westgate, Bradford, Yorkshire. April 6, at 12; Leeds. *Com.* Ayrton. *Last Ex.*

HOWGATE, HENRY, & GEORGE HOWGATE, Steel Converters, Sheffield. April 18, at 10; Sheffield. *Com.* West. *Div.*

NICHOLLS, FRANCIS, Merchant, 5 Thornhill-cresct., Islington. April 18, at 12; Basinghall-st. *Com.* Fane. *Div.*

NICHOLLS, JOSEPH ROBERT, Tavern Keeper, Three Tuns Tavern, Oxford-st. April 17, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

RING, WILLIAM, Ham and Beef Shop Keeper, 29 Paddington-st., St. Marylebone. April 7, at 1.30; Basinghall-st. *Com.* Holroyd. *Choice of new Assignee.*

ROBINSON, WILLIAM, Dyer, Spring Meadow, Saddleworth, Yorkshire. April 21, at 11; at the offices of Barker & Son, Solicitors, Huddersfield, to decide upon offer of composition then and there to be made.

ROYAL BRITISH BANK, South Sea House, Threadneedle-st., and elsewhere. April 17, at 11; Basinghall-st. *Com* Holroyd. *Fur. Div.*

SADGROVE, WILLIAM, jun., & RICHARD RAGG, Cabinet-makers, Eldon-st., Finsbury, and Dunning's-alley, Bishopsgate-st. April 25, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

SENIOR, ROBERT, & STEPHEN SENIOR, Blanket Manufacturers, Staincliff, Batley, Yorkshire. April 7, at 11; Leeds. *Com.* Ayrton *Last Ex.*

SMITH, JAMES HENRY, Corset Maker, 238 Oxford-st., and 54 Connaught-ter., Hyde-park. April 17, at 11; Basinghall-st. *Com.* Fane. *Div.*

STANBURY, JOSHUA DRUNING, Draper, Richmond, Surrey. April 18, at 11; Basinghall-st. *Com.* Fane. *Div.*

TAYLOR, JAMES (Eccles, Nuttall, & Co.), Cotton Spinner, Bottoms Hall Mill, Tottington Lower End, Lancashire. April 24, at 1; Manchester. *Com.* Skirrow. *Last Ex.*

TEASALL, OSBORN ENGALL, Timber Merchant, Norwich. April 23, at 1; Basinghall-st. *Com.* Holroyd. *Last Ex.*

WHITE, JOHN, Draper, Northampton. April 17, at 12; Basinghall-st. *Com.* Fane. *Final Div.*

WILSON, JAMES, Tailor, 17 Princes-st., Hanover-sq. April 17, at 1.30 Basinghall-st. *Com.* Fonblanque. *Second Div.*

DIVIDENDS.

TUESDAY, *March* 24, 1857.

BARNES, SAMUEL, Machine Maker, Oldham. First, 4*s.* 6½*d.*, on new proofs. *Hernaman*, 69 Princes-st., Manchester; any Tuesday, 10 & 1.

BARTON, JOHN, & GEORGE BARTON, Copper Roller Manufacturers, Broughton, Manchester. First, 1*s.* 9½*d.*, sep. est. of G. Barton. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 & 1.

BENSON, ELIZABETH, & SARAH BENSON, Private Hotel and Boarding-house-keepers, Mansfield Hotel, 4 Mansfield-st., Portland-pl. Second, 5½*d.*, on new proofs. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

BRETT, BENJAMIN, Boot and Shoe Manufacturer, 101 St. George's-st., Ratcliff-highway, and 138 High-st., Poplar. First, 3½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

CLAY, JOHN, Ale and Porter Merchant, South Shields. First, 8*d.* *Baker*, Royal Arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

CLAYTON, WILLIAM, Langcliffe, WILLIAM CLAYTON, Lostock, & WILLIAM WILSON, Preston, Bankers. Sixth, 5½*d.*, on joint est.; and further div. of 1½*d.* on sep. est. of W. Clayton, of Lostock; also, first, 20*s.* of W. Wilson, of Preston. *Hernaman*, 69 Princes-st., Manchester; any Tuesday, 10 & 1.

HERRICK, HENRY, Licensed Victualler, Red Lion, Epsom. First, 1*s.* 5½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

HOLMES, BENJAMIN, & CHARLES JOHN MORRIS LEWIS, Boot and Shoe Makers, Birmingham. First, 6*s.* 6*d.* joint est.; and 3½*d.* sep. est. of B. Holmes. *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 & 3.

TWEEN, JOHN SQUIRE, Miller, Ware Westmill, Hertfordshire. First, 3*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

FRIDAY, *March* 27, 1857.

BIRTWISTLE, RICHARD, Innkeeper, Bury, Lancashire. First, 6*s.* 9*d* *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.

BOYD, FRANCIS, Grocer, North Shields. First, 2*s.* 4*d.* *Baker*, Royal Arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

BYERS, MICHAEL & THOMAS, Ship Builders, Monkwearmouth. First, 2*s.* 6*d.* joint est.; First, 3*s.* 4*d.* sep. est. of M. Byers. *Baker*. Royal Arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

DAVIS, EDWARD MEACHER, Licensed Victualler, Sutton Coldfield, Warwickshire. First, 4*s.* 1*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 & 3.

GASKELL, JOSIAH COULTHURST, & THOMAS GARSTANG, Machine Makers, Blackburn, Lancashire. First, 4*s.* 9*d.* joint est.; First, 5*s.* sep. est. of Garstang. *Pott*, 7, Charlotte-st., Manchester; any Tuesday, 11 & 1.

GRAYBURN, WILLIAM, Grocer, Kingston-upon-Hull. First, 1*s.* 6*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 & 2.

GRIFFIN, JAMES, Game Dealer, Liverpool. First, 3*s.* 11*d.* *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 & 2.

GWILLIAM, GEORGE, Blacksmith, Liverpool. First, 3*s.* 11*d.* *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 & 2.

HOWGATE, HENRY, & GEORGE HOWGATE, Steel Manufacturers, Sheffield. First, 10*s.* sep. est. of H. Howgate; First, 20*s.* sep. est. of G. Howgate. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 & 2.

HOWITT, THOMAS, Licensed Victualler, Sheffield. First, 6*s.* 3*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 & 2.

LORD, SIMEON, & EDWARD LORD, Millwrights, Bacup, Lancashire. First, 2*s.* 6*d.* *Pott*, 7, Charlotte-st., Manchester; any Tuesday, 11 & 1.

MARRATT, WILLIAM, Attorney-at-Law, Doncaster. First, 5*s.* 6½*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 & 2.

MUNTON, GEORGE OCTAVIUS, Surgeon and Apothecary, Bourne, Lincolnshire. First, 6*s.* *Harris*, Middle Pavement, Nottingham; Monday next, or three following Mondays, 11 & 3.

PLUMSOLL, SAMUEL, Coal Merchant, Sheffield. First, 3*s*, 2*d.*, new proofs only. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 & 2.

PRIESTLEY, SAMUEL, Acrington, Lancashire (in copartnership with James Whitaker & John Ellison, Ironfounders). First, 1*s.* 11*d.* *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.

PRUDHOE, ROBERT, Grocer, Durham. First, 2*s.* 5*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

REEVE, WILLIAM JOHN, Coal Merchant, Beaufort Wharf. Second, 1*s.* 2*d.* *Lee*, 20 Aldermanbury; any Wednesday, 11 & 2.

RICHARDS, JOHN, jun., Common Brewer, Cockermouth. Second, 4*d.* (in addition to 1*s.* 8*d.*). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

SILVESTRE, AUGUSTE, Importer of Fancy Goods, 24 Argyll-st., Regent-st. Second, 2½*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; on Wednesday next, and three subsequent Wednesdays, 11 & 2.

STANIFORTH, WILLIAM THOMAS, Cutlery Manufacturer, Sheffield. First, 1*s.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 & 2.

VAYRO, JOHN, Linendraper, Ripon. First, 1*s.* 8½*d.* *Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *March* 24, 1857.

ARLISS, JOHN, Carrier, Plymouth. April 23, at 1; Exeter.

CLAYTON, CHARLES HUDSON, Hosier, Liverpool. April 16, at 11; Liverpool.

EDWARDS, WILLIAM, Ale and Porter Merchant, 325 High-st., Wapping. April 17, at 12.30; Basinghall-st.

FAIRHEAD, EPHRAIM, Cattle Dealer, Cressing, near Braintree, Essex. April 16, at 11.30; Basinghall-st.

FELL, JAMES, Wholesale Tea Dealer, Liverpool. April 20, at 11; Liverpool.

HUMPHERY, CATHERINE, Bookseller, 76 Baker-st., Portman-sq. April 15, at 12; Basinghall-st.

LADD, JOHN, Contractor and Builder, Liverpool. April 17, at 11; Liverpool.

PORTER, PHILIP, Cotton Broker, Liverpool. April 16, at 11; Liverpool.

VENABLES, JOHN, ARTHUR MANN, & HENRY GRASETT (Venables, Mann, & Co.), Earthenware Manufacturers, Burslem, Staffordshire. April 16, at 10.30; Birmingham.

FRIDAY, *March* 27, 1857.

ASHFIELD, CHARLES, Boot and Shoe Maker, 2 Home-ter., Hammersmith. April 18, at 12; Basinghall-st.

BARNETT, THOMAS, Butcher, Ironbridge, Salop. April 23, at 10; Birmingham.

DICKINSON, JOSEPH, Lodging-house-keeper, Harrowgate. April 29, at 12; Leeds.

FEARIS, GEORGE, Draper, 4 & 5 Lambeth-walk, Surrey. April 17, at 11; Basinghall-st.

HORSFALL, JONATHAN WRIGHT, Commission Agent, Leeds. April 28, at 11; Leeds.

KING, OCTAVIUS, & ALFRED KING, Corn Merchants, Dullingham, Newmarket; on application of A. King. April 17, at 1; Basinghall-st.

LANGRIDGE, WILLIAM, Staymaker, 79 Bull-st., Birmingham. April 23, at 10.30; Birmingham.

LORD, MILES, & GEORGE ROSTRON, Woollen Manufacturers, Cage Mill, Newchurch, Lancashire. April 20, at 12; Manchester.

POLLACK, EDWARD, Sugar Refiner, Fieldgate-st., Middlesex. April 21, at 12.30; Basinghall-st.

Stepanoff, Michael, Merchant, Liverpool. April 24, at 11; Liverpool.
Taylor, Alfred, Builder, Wednesbury, Staffordshire. April 23, at 10.30; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *March* 24, 1857.

Barnett, Morris (Barnett & Co.), Jeweller, 5 Goldsmid's-pl., Ramsgate. Mar. 18, 2nd class.
Baxter, Joseph, Victualler, Gooch-st., Birmingham. Mar. 19, 2nd class.
Bayley, Samuel, Grazier, Wednesbury, Staffordshire. Mar. 16, 1st class.
Belcher, Samuel, Hatter, 94 Lower Marsh, Lambeth. Mar. 17, 3rd class; after a suspension of twelve months.
Cooling, Thomas, & Thomas Bowsher, Joiners, Sheffield. Dec. 13, 1856, 3rd class.
Davis, Charles Edward (Henry Hale & Co.), Wholesale Grocer, 82 Upper Thames-st. Mar. 18, 3rd class; to be suspended for twelve months from Aug. 19, 1856.
Gosling, George, Builder, Sidmouth, Devonshire. Mar. 12, 1st class.
Hartz, William (Crews & Co.), Merchant, Mark-la., Fenchurch-st. Mar. 11, 1st class.
Imrie, David, Manufacturer, Belfast, co. Antrim, also at Manchester. Mar. 17, 2nd class.
Lewis, Moss Alfred, & Jacob Lewis (M. A. Lewis & Co.), Lithographic Printers, 121 Fore-st., Cripplegate. Mar. 16, 3rd class; to be suspended for twelve months from Feb. 9.
Margerison, Charles, & Ernest Benjamin Fort, Wine and Spirit Merchants, 7 Savage-gardens, Tower-hill. Mar. 17, 2nd class; having been suspended for six months from last examination.
Rose, William, Baker, 165 Kingsland-rd., Shoreditch. Mar. 19, 2nd class.
Smith, Edward, Baker, Isleworth, Middlesex. Mar. 17, 2nd class.
Vonder Heyde, John James, & Christopher Octavus Vonder Heyde, Tobacco Manufacturers, 80 Lower Thames-st. Mar. 18, 3rd class.
Wright, Heaton (Heaton Wright & Co.), Timber Dealer, Burnley, Lancashire. Mar. 17, 3rd class.

FRIDAY, *March* 27, 1857.

Barlow, James, Paperhanger, Bolton-le-Moors, Lancashire. Mar. 20; 3rd Class.
Russell, William Hugh, Blacking Manufacturer, 30 Strand. Mar. 20; 3rd Class.
Smith, John, Dealer in Drugs, Sheerness, Kent. Mar. 20; 1st Class.
Wood, William, Commission Agent, 149 Aldersgate-st. Mar. 20; 3rd Class.

Insolvents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *March* 20, 1857.

Baker, Charles William, Butcher, 11 Star-corner, Bermondsey. April 3, at 11. *C. Com.* Law.
Barter, Charles, Baker, Teddington, Middlesex. April 3, at 11. *C. Com.* Law.
Batly, John, Journeyman Machinist, 14 Orchard-st., Poplar. April 4, at 11. *Com.* Phillips.
Chappell, Alfred, Plumber and Glazier, 3 Ann's-pl., New Charlton, Kent. April 3, at 11. *C. Com.* Law.
Hart, Henry, Basket Maker, Barking, Essex. April 3, at 11. *C. Com.* Law.
Hill, Joseph, Pork Butcher, 104 Norton-st., Portland-rd., Marylebone. April 3, at 11. *C. Com.* Law.
Hooper, John, Oil and Colourman, 2 Torriano-grove, Kentish Town. April 4, at 11. *Com.* Phillips.
Portsmouth, William, Fat Melter and Anti-friction Grease Maker, 8 Holly-ter., Wyndham-rd., Camberwell. April 4, at 11. *Com.* Phillips.
Smith, John Coltman, Butcher, 4 Webb's-ter., Woodford, Essex. April 3, at 11. *C. Com.* Law.
Taperell, Alfred, Civil Engineer and Surveyor, 4 Upton-rd. North, De Beauvoir Town, Middlesex. April 4, at 11. *Com.* Phillips.

TUESDAY, *March* 24, 1857.

Harwood, John, Greengrocer, 277 Bethnal-green-rd. April 7, at 11 *Com.* Phillips.
Smith, George, Merchant's Clerk, 3 Albion-ter., White Horse-la., Stepney. April 7, at 11. *Com.* Phillips.
Woolmer, John, Grocer, New Park-rd., Brixton-hill, Surrey, and 3 Cheapside, Brighton. April 7, at 11. *Com.* Phillips.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

FRIDAY, *March* 20, 1857.

Arminger, Robert, Dyer, 8 Mill-st., Hanover-sq., and 44 North-st., Brighton. April 6, at 10. *Com.* Murphy.
Bishop, Robert, Clerk to an Attorney, 5 Spencer-st., Northampton-sq., Clerkenwell. April 3, at 10. *Com.* Murphy.
Cole, Edwards, Leather Case and Portmanteau Maker, 9 Hemming's-row, St. Martin's-la. April 6, at 10. *Com.* Murphy.
Copley, Richard Theophilus, 2 Caroline-pl., Avenue-rd., Lewisham, Kent; carrying on business at 28 Gresham-st., in copartnership with Maurice Thomas, Accountants. April 6, at 10. *Com.* Murphy.
Devon, Henry, Wood Carver, 18 Tullerie-st., Hackney-rd. April 6, at 11. *Com.* Phillips.
Dinsdale, Kay, out of business, Devonshire-rd., Islington (formerly of 314 Oxford-st., Saddler). April 6, at 10. *Com.* Murphy.
Hodges, William, Accountant, 32 Brunswick-st., Hackney-rd. (and carrying on business of a builder with Augustus Taylor and Richard Horton, Duncan-st., London-fields, Hackney). April 6, at 11. *C. Com.* Law.
Kitteridge, Mary, Boarding-house-keeper, 10 Westbourne-ter., Hyde-park. April 6, at 10. *Com.* Murphy.
Parkes, John Joseph, Locksmith, 17 London-st., Sussex-gardens, Paddington. April 3, at 10. *Com.* Murphy.
Pettet, Edward Sayer, Oil and Colourman, 37 Shaftesbury-st., Hoxton. April 4, at 11. *Com.* Phillips.
Rimell, Frederick George, out of business, 23 Ponsonby-ter., Millbank, Westminster (formerly of Napoleon the Third, Great Earl-st., Seven Dials, Licensed Victualler). April 6, at 11. *Com.* Phillips.
Slimmon, James, Linen and Woollen Draper, 7 Canterbury-pl., Beresford-st., Walworth. April 6, at 10. *Com.* Murphy.
Williams, James Zacharies, (now a prisoner in the Queen's Prison), lately of 28 Basinghall-st., Accountant. April 6, at 11. *Com.* Phillips.
Wilson, Arthur, Surveyor and Builder, 22 Camden-grove, Commercial-rd., Camberwell. April 3, at 10. *Com.* Murphy.

TUESDAY, *March* 24, 1857.

Caybourn, Robert, Coal and Coke Merchant, 4 Duff-st., East India-rd., Poplar. April 7, at 11. *C. Com.* Law.
Chilton, Richard, Ostler, 2 Salisbury-st., Portman-mkt., Marylebone. April 7, at 11. *C. Com.* Law.
Mathews, James, Builder, 6 St. Nicholas-st., New-town, Deptford. April 7, at 11. *Com.* Murphy.
Moorey, James, out of employment, 19 Hosier-la., Smithfield (formerly of High-st., Stroud, Gloucestershire, Grocer). April 7, at 11. *Com.* Murphy.
Pantin, Frederick, Lodging-house-keeper, 11 Eton-ter., Dacre-park, Lee, Kent. April 7, at 10. *Com.* Murphy.
Quinton, Jabez Richard, Surgeon, 15 Kensington-park-ter., Notting-hill. April 7, at 11. *Com.* Phillips. *By adj.*
Robinson, William, Oil and Colourman, 44 Goswell-rd., Clerkenwell. April 7, at 11. *Com.* Phillips.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *March* 24, 1857.

Battersby, Elizabeth, Draper, Church-st., Eccles, Lancashire. April 13, at 12; Manchester.
Beck, Emanuel, Plumber, Paul-st., Taunton St. Mary Magdalene, Somersetshire. April 7, at 10; Taunton.
Bryan, William, Hairdresser, 78 Clive-st., North Shields. April 16, at 10; North Shields.
Chapman, William, Journeyman Wood Turner, 78 Welcomb-st., Hulme, Manchester. April 13, at 12; Manchester.
Fogg, Elias, Day Waiter, 37 Clifford-st., Chorlton-upon-Medlock, Manchester. April 13, at 12; Manchester.
Gardiner, Robert, Retail Brewer, Mill-st., Great Malvern, Worcestershire. April 13, at 10; Upton-upon-Severn.
Hall, George, Baker, St. Mary-st., Bridgwater; also Miller, Puriton, Somersetshire. April 8, at 10; Bridgwater.
Jeffreys, Thomas, Boot and Shoe Maker, Tregare, Monmouthshire April 23, at 2; Monmouth.
Jervis, Richard, Carpenter, Brook, Llanbrynmair, Montgomeryshire April 6, at 1; Machynlleth.
Maguire, William, Linen Hawker, Carlisle. April 16, at 10; Carlisle.
Selby, James, Cotton-waste Dealer, Cow-la., Newton-heath, near Manchester, and Turner-st., Manchester. April 13, at 12; Manchester.
Simpson, Charles, Foreman to a Blacksmith, High Felling, Durham. April 13, at 10; Gateshead.
Smith, William, Beer-house-keeper, Dolphin Inn, Cross-st., Mount Pleasant, Gateshead. April 13, at 10; Gateshead.
Stamper, Richard, Potato Dealer, Long Island, Carlisle. April 16, at 10; Carlisle.
Thorp, John, Journeyman Dyer, 1 Jones's-ter., Newton-heath, near Manchester. April 13, at 12; Manchester.
Watson, Charles Henry, Schoolmaster, Princess-st., Carlisle. April 16, at 10; Carlisle.

FRIDAY, *March* 27, 1857.

Beck, John, Tailor, 56 High Cross-st., Leicester. April 22, at 10; Leicester.
Bevan, John, Brick Maker, London Cottage, London-row, Pendré, Brecknock. April 7, at 11; Brecknock.
Bowyer, Richard, late Relieving Officer, Bishop's Castle, Salop. April 22, at 12; Bishop's Castle.
Broad, John, Shipwright, Commercial-rd., Newport, Monmouthshire. April 15, at 12; Newport.
Broome, Henry Alfred, Licensed Victualler, late of Norfolk Arms Tavern, 288 Strand, London, Albion Tavern, Warblington-st., Portsmouth. April 23, at 11; Portsmouth.
Carter, John, Tailor, Manningtree. April 13, at 12; Colchester.
Deacon, William, Tailor, Somerton, Somersetshire. April 18, at 11; Langport.
Earthy, James, jun., Jeweller, Manningtree, Essex. April 13, at 12; Colchester.
Gould, William, jun., Cordwainer, Martock, Somersetshire. April 20, at 10.30; Yeovil.
Hampton, John, Gardener, Bewdley-st., Eversham, Worcester. April 17, at 2; Eversham.
Hendrick, Joseph, Wine Merchant's Clerk, Broadland, Sheffield. April 7, at 12; Liverpool.
Holland, William, Journeyman, 14 St. Paul's-sq., Liverpool. April 7, at 12; Liverpool.
Holme, Richard, Cart Owner and Dealer in Milk, Finch-st., Liverpool. April 7, at 12; Liverpool.
Kershaw, Thomas, Grocer, 14 St. John-st., Kingston-upon-Hull. April 11, at 10; Kingston-upon-Hull.
M'Kay, John Augus, Fishmonger, Moulsham, Chelmsford. April 18, at 12; Chelmsford.
Meredith, Charles, Collier, Crane-st., Pontypool. April 16, at 10; Pontypool.
Pateman, William Alfred Labram, Beer-house-keeper, Mechanics' Tavern, 46 Alexander-st., Leicester. April 22, at 10; Leicester.
Roe, Samuel, Joiner and Builder, 6 Nichols-st., Leicester. April 22, at 10; Leicester.
Simonds, Joseph Stretton, Tailor, Tamworth, Warwickshire. April 27, at 11; Tamworth.
Stevens, George William Phillimore, out of business, 9 South-st., Brighton (formerly of the Anchor Inn, East Ascent, St. Leonard's-on-Sea, Innkeeper). April 4, at 10; Brighton.
Townsend, Cotnam, Photographic Artist, 45 Oxford-st., Doncaster, Mar. 30, at 12; Doncaster.
Turner, John, 5 White Mill-st., Liverpool, Retail Butcher at Stall No 25, St. John's-mkt., Liverpool. April 7, at 12; Liverpool.
Vickers, William, Grocer's Assistant, 13 Lee-head, Birkby, Huddersfield. April 24, at 10.30; Huddersfield.
Walker, Thomas, jun., out of business, 6 Everton-valley, Everton, Liverpool. April 7, at 12; Liverpool.
Whitcomb, James, Eating-house-keeper, 2 Mealcheapen-st., Worcester. April 16, at 10; Worcester.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.

FRIDAY, *March* 20, 1857.

BRAY, JAMES IRWIN, Commercial Traveller, Bartholomew-st., Exeter. April 4, at 10; Exeter.

CHAUNCEY, REGINALD, Lieut. Invalid Establishment, H.E.I.C.S., 19 High-st., Exeter; and 6 Grocer's-hall, Poultry, London, Wine Merchant. April 4, at 10; Exeter.

CLAY, WILLIAM, out of business, Shipley, Derbyshire (previously of Platt-st., Nottingham, Licensed Victualler). April 14, at 10; Nottingham.

ELLIS, EDWARD, Brickmaker, 20 Queen's-ct., Rhyl, Flintshire. April 7, at 11; Mold.

GOLD, WILLIAM, out of business, Long Brook-st., Exeter (previously carrying on business at 34 Great St. Helen's, Bishopsgate-st., in copartnership with Francis James Ferns, as Ship and Insurance Brokers). April 4, at 10; Exeter.

GOODRIDGE, HENRY, Coal Merchant, Lower-st., Dartmouth, Devonshire. April 4, at 10; Exeter.

JONES, WILLIAM, Attorney-at-Law and Clerk of the Peace of Carmarthen, Swan Inn, Brecon. April 7, at 11; Brecon.

LEES, HENRY, Painter, Rigley's-yard, Long-row, Nottingham. April 14, at 10; Nottingham.

LETHABY, JOHN, jun., Butcher, White Hart Inn, Bratton, Fleming, near Barnstaple, Devon. April 4, at 10; Exeter.

MOORS, ROBERT, Private in the Coldstream Guards, 2 Love-la., Windsor, Berks. April 3; Reading.

PARK, HENRY, not in business, 21 Walmsley-st., Liverpool (previously of 6 Denbigh-st., Liverpool, Veterinary Surgeon). April 7, at 12; Liverpool.

PENTECOST, SOLOMON, Baker, Lower-st., Clifton, Dartmouth, Hardness, Devon. April 4, at 10; Exeter.

REES, WALTER, Collier, Heol Brewery, Cwm Cappel, Cevencoedcymmerissa, Vaynor, Brecknockshire. April 7, at 11; Brecon.

ROGERSON, THOMAS, Dealer in Malt, &c., 4 Victoria-grove, Stretford, Lancashire. April 13, at 12; Manchester.

TURNBULL, JAMES WILLIAM, Myrtle-cot., Alphington-rd., St. Thomas the Apostle, Devonshire (previously of 38 Paris-st., Exeter, Glove Maker). April 4, at 10; Exeter.

WOLLACOTT, STEPHEN, Mason, Kingskerswell, Devon. April 4, at 10; Exeter.

TUESDAY, *March* 24, 1857.

BENT, EDWARD, Writing Clerk, Brierley-hill, Staffordshire. April 8, at 10; Stafford.

CHILDERHOUSE, JOHN, Cattle Dealer, Feltwell, Norfolk. April 8, at 10; Norwich.

COOMBS, THOMAS, out of business, Chiltern, Somersetshire (previously of Mark, Farmer). April 7, at 10; Taunton.

CURRY, JOHN, Shipbroker, 36 Woodbine-st., Sunderland. April 9, at 10; Durham.

DINNING, JOSEPH, Owner of Racehorses, Red House Farm, Southwick, Sunderland (in partnership with William Dinning, of the same place, as Farmers). April 9, at 10; Durham.

GANT, RICHARD, Journeyman Baker, Fakenham, Norfolk. April 8, at 10; Norwich.

GRIFFITHS, SARAH, wife of John Chisim Griffiths, lately Sarah Bellhouse, widow, 6 Pembroke-st., St. Paul's, Bristol (formerly of White Horse Inn, Ilminster, Licensed Victualler). April 22, at 10.30; Bristol.

HALSE, THOMAS, Tailor, 13 Somerset-pl., Taunton, Somersetshire. April 7, at 10; Taunton.

HENDERSON, JOSEPH HUGH, Master Mariner, Henry-st., Bishopwearmouth, Durham. April 9, at 10; Durham.

HOBSON, WILLIAM JONATHAN (Jobling & Hobson), Shipbuilder, South Hylton, Durham. April 9, at 10; Durham.

LOWSDALE, WILLIAM, Publican, Ludworth, Durham. April 9, at 10; Durham.

LOVE, EBENEZER, Grocer, Whitefriars-st., St. Martin-at-Palace, Norwich. April 8, at 10; Norwich.

LOWRISON, MATTHEW, Grocer, Cornforth, Durham. April 9, at 10; Durham.

MILBURN, GEORGE, out of business, 47 Seaham-st., Spring-gardens, Westgate, Newcastle-upon-Tyne (previously of the Black Swan Inn, Blandsq., Bell-st., North Shields, Licensed Victualler). April 7, at 1; Newcastle-upon-Tyne.

NICHOLS, JAMES, Cordwainer, Duloe, Cornwall. April 8, at 10; Bodmin.

REDDISH, WILLIAM, Buyer and Seller of Horses, Derby-rd., Nottingham. April 14, at 10; Nottingham.

SMITH, JOHN, Publican, Tanner's Arms Public-house, 47 Framwellgate, Durham. April 9, at 10; Durham.

THOMPSON, WILLIAM, Cooper, Birmingham-st., and New-st., Walsall, Staffordshire. April 8, at 10; Stafford.

TRUDE, WILLIAM MILLS, Baker, 23 Stall-st., Bath. April 7, at 10; Taunton.

WHETNALL, EDWARD SORSBY, Licensed Victualler, Beeston, Nottinghamshire. April 14, at 10; Nottingham.

WILKES, THEOPHILUS, Journeyman Locksmith, Great Bloxwich, Staffordshire. April 8, at 10; Stafford.

WOOD, WILLIAM, Clerk in Holy Orders, 16 St. George's-ter., Canterbury. April 17, at 10; Canterbury.

FRIDAY, *March* 27, 1857.

JACKSON, BENJAMIN, Tea Dealer, Hawthornes, near Mitcheldean, Gloucestershire. April 16, at 10; Gloucester.

MIDDLETON, JOHN, Farmer, Lowgill, Brough, Westmoreland. April 14, at 10.30; Appleby.

PULLAN, BENJAMIN, Commercial Traveller, 12 Mason-st., Kingston-upon-Hull. April 11, at 10; Kingston-upon-Hull.

SEATH, WILLIAM LISHMAN, out of business, 12 St. George's-ter., Canterbury (formerly of Broom's Croft Farm, Wateringbury, Kent, Farmer). April 17, at 10; Canterbury.

SUTTON, EDWARD, Labourer, 107 High-st., Kingston-upon-Hull. April 11, at 10; Kingston-upon-Hull.

WILLIAMS, JAMES, Butcher, California, Abergavenny, Monmouthshire. April 23, at 2; Monmouth.

MEETINGS.

FRIDAY, *March* 27, 1857.

BILEY, JOSEPH, Innkeeper, Carlisle. May 14, at 10; Carlisle. *Div.*

WALLER, THOMAS KIRKBRIDE, Joiner, St. Nicholas, Carlisle. May 14, at 10; Carlisle. *Div.*

DIVIDENDS.

TUESDAY, *March* 24, 1857.

OWEN, STEPHEN RICHARD, Nottingham. 2*s.* 8*d.*, at the office of Mr. E. Patchitt, Peter-gate, Nottingham.

WILSON, JOHN, Office Clerk, Southampton. 3½*d.*, at County Court Office, Southampton.

Assignments for Benefit of Creditors.

TUESDAY, *March* 24, 1857.

BEAUMONT, JAMES, Joiner, Liverpool. Mar. 4. *Trustees*, J. Owen, Timber Merchant; W. Shaw, Ironmonger; J. Calvert, Flag Merchant, Liverpool. *Sols.* Owen & Mence, 7 Clayton-sq., Liverpool.

BELL, ELIZABETH, Innkeeper, Ratcliffe-upon-Trent, Nottingham. Mar. 19. *Trustees*, M. Hawkes, Wine and Spirit Merchant, Nottingham; T. Haynes, Farmer, Ratcliffe-upon-Trent. *Sol.* Welby, Nottingham.

CULVERHOUSE, THOMAS, & JOHN NICHOLSON, Contractors, Finchley, Middlesex. Feb. 2. *Trustees*, H. Millichamp, Stoneware Potter, Lambeth; J. Culverhouse, Contractor, Kentish-town Wharf. *Sols.* Lucas & Showler, 1 Trinity-pl., Charing-cross.

GIBBS, JOHN, Baker, 29 Sidbury, St. Peter the Great, Worcester. Mar. 10. *Trustees*, J. G. Owen, Gent., Cross, St. Nicholas; T. Perkins, Miller, Droitwich. *Sols.* Gillam & Sons, Foregate-st., Worcester.

LANG, ROBERT, Plumber, Leicester. Mar. 5. *Trustees*, J. Shenton, Wine and Spirit Merchant, Leicester; W. Weare, Ale and Porter Merchant, Leicester. *Sol.* Harvey, Leicester.

NORTHEY, SAMUEL LANG, Agriculturist, Tavlton, Tavistock, Devonshire. Mar. 10. *Trustees*, J. H. Gill, Banker, Bickham, Devonshire; I. Nichols, Merchant, Plymouth. *Sols.* Cornish & Chilcott, Tavistock.

SANDERS, GEORGE, Currier, Northampton. *Trustee*, G. F. Newton, Currier, Northampton. *Sol.* Dennis, Northampton.

FRIDAY, *March* 27, 1857.

AUDUS, JOHN, Potato Merchant, Selby, Yorkshire (trading in partnership with William Tasker, Selby). Mar 20. *Trustees*, D. Nutt, Farmer, Ellerton, Yorkshire; W. Farrant, Farmer, Brayton, Yorkshire. *Sols.* Weddall & Parker, Selby.

BROWN, JAMES, Coal Merchant, Newport, Monmouthshire. Mar. 16. *Trustees*, J. Bates, Banker, Bristol; T. B. Batchelor, Timber Merchant, Newport. *Sol.* Prichard, 12 Corn-st., Bristol.

DYAS, CHARLES, Builder, Louth, Lincolnshire. Mar. 18. *Trustees*, J. Dalton, Timber Merchant, Kingston-upon-Hull; J. North, Gent., Alford, Lincolnshire. *Sols.* Allison & Sons, Louth.

EARNSHAW, JOHN, Joiner and Cabinetmaker, Otley, Yorkshire. Mar. 17. *Trustees*, H. E. Harrison, Timber Merchant, Leeds; J. K. Darby, Carpet Dealer, Leeds. *Sol.* Barret, Otley.

EVANS, RICHARD, Grocer, Cymmer, Pontypridd, Glamorganshire. Mar. 9. *Trustees*, T. S. Cornish, Flour Merchant, Llandaff; D. Lloyd, Wholesale Grocer, Rood-la., London. *Sol.* Grover, Cardiff.

LANKESTER, FREDERIC HENRY, Tea Grocer, 281 High-st., Lincoln, Feb. 28. *Trustees*, R. Lowcock, Tea Dealer, Lawrence Pountney-hill, London; F. Lankester, Bookseller, Bury St. Edmunds. *Sol.* Smith, 13 Token-house-yd.

MIDGLEY, CHARLES, Japanner, George-st., Birmingham. Mar. 13. *Trustees*, E. Evans, Hop Dealer, and J. Henn, Coal Dealer, Birmingham. *Sols.* Ryland & Martineau, Birmingham.

PERRY, DANIEL, Linendraper, Camborne, Cornwall. Mar. 6. *Trustee*, S. H. Norris, Merchant, Manchester. Indenture lies at offices of Parrington, Ladbury, & Co., Accountants, 16 King-st., Cheapside, London.

ROBINSON, THOMAS HOLMES, & JOHN SHEPPARD, Brewers, Kimberley, Nottinghamshire. Mar. 20. *Trustee*, J. Godber, Gent., Hucknall Torkard, Nottinghamshire. *Sols.* Fox, Butlin, & Dufty, Long-row, Nottingham.

WADE, JOSEPH, Farmer, South Stockton-on-Tees, Yorkshire. Mar. 6. *Trustees*, R. Shackleton, Farmer, Guisceley, Yorkshire; T. Burroughs, Auctioneer, Yeadon, Yorkshire. *Sol.* Barret, Otley.

WINTERHALDER, MATHI, Watch and Clock Maker, Falmouth. Mar. 18. *Trustee*, P. Latora, Marine Store and General Dealer, Redruth, Cornwall. *Sols.* Tresidder & Son, Falmouth.

Partnerships Dissolved.

TUESDAY, *March* 24, 1857.

BEVAN, RICHARD, JOHN SMITH, & RICHARD TOMKINSON, Salt, Sack, and Coal Merchants, Liverpool; as respects Tomkinson. Mar. 18.

BUTLER, CHARLES, ARTHUR BUTLER, & SAMUEL DIXON (Butler, Nephew, & Co.), London and Oporto. Debts received and paid by Dixon. Dec. 31, 1856.

BUTLER, CHARLES, & ARTHUR BUTLER (Rd. & Rt. Butler & Co.), Merchants and Insurance Brokers, London. Debts received and paid by A. Butler. Dec. 31, 1856.

DAVIS, REES, & WILLIAM EDWARD DAVIS, Linen and Woollen Drapers, Chepstow, Monmouthshire. Mar. 11.

DUCKWORTH, WILLIAM, THOMAS DUCKWORTH, & HENRY DUCKWORTH, Cattle and Sheep Salesmen, 37 West Smithfield. Mar. 20.

EWINGTON, WILLIAM, & J. M. POLLARD, Solicitors and Attorneys, Ipswich. Debts received and paid by Ewington. Mar. 21.

GIBBS, THOMAS, & JOSEPH ANNABALL, Horse Dealers, Canterbury. Debts to be paid to Annaball. Mar. 20.

GODWIN, JOHN, & EDWARD BARCLAY, Paper Hanging Manufacturers, Park-pl., Chelsea. Mar. 12.

HILL, ALFRED, & THOMAS BAIN, Packing Case and Box Makers, 14 Golden-lane, Barbican. Mar. 19.

HOLDSWORTH, GEORGE, JAMES RICHARDSON, & JOSEPH DICKINSON (Holdsworth & Co.), Upper Gate Head Mill, Greenland, Halifax; as regards Holdsworth. Mar. 21.

KEVAN, JOSEPH FARRER, & JOHN HIGGINS, Letter-press Printers, Liverpool. Debts received and paid by Higgins. Mar. 17.

KING, ABRAHAM, & HENRY BIFFEN HURMAN, Surgeons, Bridgwater, Somersetshire. Dec. 31, 1856.

LAKIN, WALTER, & WILLIAM JAMES RIDLEY, Straw Bonnet Manufacturers, 21 & 22 Snow-hill, Birmingham. Debts received and paid by Lakin. Mar. 19.

LYLE, JAMES GRIEVE, & WILLIAM HENRY HERBERT (J. G. Lyle & Co.), Upholsterers, Charlotte-st., Fitzroy-sq. Mar. 17.

MORRIS, DAVID, & THOMAS MORRIS (Moderator Boat Co.), Common Carriers, Newport, Monmouthshire. Debts received and paid by D. Morris. Feb. 14.

POPE, JOHN, & WILLIAM POPE, Builders, Folkestone. Debts received and paid by J. Pope. June 30, 1856.

POTTER, RICHARD, & WILLIAM SMITH, Builders, Middlesborough, Yorkshire. Debts received and paid by Potter. Mar. 21.

REED, JOHN FOSTER, & HENRY FULLER, General Drapers, Commerce House, Clapham. Debts received and paid by Reed. Mar. 21.

RILEY, EDMUND, & SARAH YATES, Mordant Makers, Hey Mill, Foulridge, Lancashire. Debts received and paid by Riley. Dec. 20, 1856.

ROBERTS, BENJAMIN, JONAS YATES, & JOSIAH ROBERTS, Manufacturing Chemists, Roberttown, Liversedge, Birstal, Yorkshire; as regards Yates. Mar. 20.

SHARP, JAMES, WILLIAM FARRAR, & DANIEL MOSS, Rag Grinders, Ossett, Yorkshire. Debts received and paid by Sharp. Mar. 17.

STEVENSON, WILLIAM, & GEORGE STEVENSON, Joiners, Mansfield Wood House, Nottingham. Debts received and paid by G. Stevenson. Mar. 14.

WARDEN, WILLIAM MARSTON, JOSEPH WARDEN, THOMAS WARDEN, & JOHN SHEPHERD COOK WYNN, executors of JOSEPH WARDEN, Ironworker, Birmingham, deceased, WILLIAM MARSTON WARDEN, JAMES WILLIAMS, & BENJAMIN WILLIAMS (James Williams & Co.), Ironworkers, Whittington Iron Works, Kinver, Staffordshire; as regards the said executors. Dec. 31, 1856.

FRIDAY, *March* 27, 1857.

BENDA, JULIUS, & MORITZ BERGMAN (Julius Benda & Co.). Debts received and paid by Benda. Mar. 25.

BOND, FREDERICK, & ARTHUR BARNES, Attorneys-at-Law and Solicitors, Lichfield. Debts received and paid by Barnes. Mar. 25.

BROWN, SAMUEL, & JOHN GRAY WALLISS, Cabinetmakers, Kingston-upon-Hull. Debts received and paid by Brown. Mar. 25.

BROWN, WILLIAM, & THOMAS DAVIES, Flannel Merchants, Newtown, Montgomeryshire. Mar. 25.

CHALK, EDWARD SWINBORNE, & ANDREW MEGGY, Attorneys and Solicitors, Chelmsford. Mar. 25.

DEACON, ALFRED, & MARK DEACON, Builders, Chapel-rd., Norwood. Dec. 31.

ECCLES, THOMAS, Blackburn, JAMES HALLIWELL, Lower Darwen, JOSEPH ECCLES, Over Darwen, & ANDREW ECCLES, Over Darwen, Power-loom Cloth Manufacturers, Foundry Mill, Over Darwen, Lancashire. Debts received and paid by J. Eccles. Mar. 17.

ELLIS, WILLIAM, & JOHN ELLIS, Lacemakers, Nottingham. Debts received and paid by J. Ellis. Mar. 25.

ELY, ANTHONY, & EDMUND ELLIS, Farmers, Calmsden, North Cerney, Gloucestershire. Mar. 25.

FOX, GEORGE FREDERICK, & CHARLES JOHN SIMMONS, Attorneys-at-Law and Solicitors, Bristol and Keynsham, Somersetshire. Jan. 1.

HILTON, JOSEPH ADAM CLARKE, & S. JACKSON PAGE (Page & Co.), Auctioneers and Appraisers, Liverpool. Mar. 21.

HOPKINS, JOSEPH, & WILLIAM ASHBY, Tailors, Chatham. Mar. 16.

JACKSON, JOHN, & SAMUEL JACKSON, Mercers, Longton, Staffordshire. Debts received and paid by S. Jackson. Mar. 24.

JEKYLL, JOHN, WILLIAM GRESHAM, & WILLIAM SINGLETON (Jekyll, Gresham, & Co.), Manufacturers of Chemical and other Artificial Manures, Lincoln; and Waterproof Cover Manufacturers, Lincoln (Singleton & Co.). Mar. 23.

JUDD, GEORGE, & SETH ELLIS WELLS (Wells & Co.), Drapers, Coningsby, Lincolnshire. Debts received and paid by Judd. Mar. 21

LEDGER, ARTHUR, & FREDERICK GUNDRY (Ledger, Gundry, & Co.) Lead Merchants, 36 Gt. Pearl-st., Spitalfields. Debts received and paid by Ledger. Feb. 6.

M'DOWALL, HUGH, & JAMES EDWARD ROBINSON (M'Dowall & Co.), Earthenware Manufacturers, Eagle Pottery, Castleford, Yorkshire. Debts received and paid by M'Dowall. Feb. 2.

MARTIN, THOMAS, PETER MARTIN, & MARTIN GORDON, Merchants and Store Dealers, Constantinople. Dec. 31.

MASON, STEPHEN, & JAMES GARTON, Purse and Brace Manufacturers, Nottingham. Debts paid and received by Garton. Mar. 26.

NEWELL, FANNY CLIFT, & GRACE MURRAY, Milliners, 26 Conduit-st., Hanover-sq. Mar. 25.

OSWIN, EDWARD, & PERCY WOOD TOOTAL, Stock Brokers, Angel-ct. Mar. 25.

PARTRIDGE, ALFRED, & JOSEPH PARTRIDGE, Wheelwrights, Wantage. Jan. 1.

ROBINSON, JOHN WALTON, & JULIUS THOMAS SAYER (J. T. Sayer & Co.), Cement Manufacturers, Roddams-ct., Bottle Bank, Gateshead, Durham. Mar. 21.

ROBINSON, THOMAS HOLMES, & JOHN SHEPPARD, Brewers, Kimberley and Basford, Nottinghamshire. Mar. 20.

SERGEANT, WILLIAM LEOPOLD, & HENRY NICHOLLS, Spice Merchants, 8 Scott's-yard, Bush-la., Cannon-st. Debts to be paid to or by Sergeant. Mar. 25.

SEYMOUR, EDWARD RICHARD, & GEORGE EDWARD BRYAN, Builders, Brighton. Mar. 21.

SHEPHERD, JAMES MARSH, EDWARD MARSH SHEPHERD, & WILLIAM IRVING (Shepherds & Irving), General Merchants, Sheffield, and New York, U.S., and elsewhere; as regards J. M. Shepherd. Feb. 23.

SHORT, WILLIAM MONTAGU, & JAMES LAWRIE (Wm. Short & Co.), Sworn Brokers, 18 Finch-la., London, and 2 Exchange-ct. South, Glasgow. Debts received and paid by Short. Mar. 23.

SNAPE, JOHN, & JOHN BENNETT, Bobbin Makers, West Bradford, Clitheroe, Yorkshire. Debts paid and received by Snape. Mar. 21.

SNOWDON, JOHN BROTHERICK, HENRY SNOWDON, & JOHN CHRISTOPHER SNOWDON (Snowdon & Sons), Silk Mercers, Bridge-st., Colegate, and in the Market-pl., Norwich. Mar. 25.

STRACHAN, JOHN, & MATTHEW D. SMITH, Ship and Insurance Brokers, Newcastle-upon-Tyne. Debts paid and received by Strachan. Mar. 24.

TIBBITS, JAMES, Solicitor, Warwick, & WILLIAM HANNAY, Solicitor, Leamington Priors, at Warwick (Tibbits & Hannay). Debts received and paid by Tibbits. Mar. 23.

UNETT, JOHN, & GEORGE UNETT, Attorneys and Solicitors, Birmingham, Mar. 25.

Creditors under Estates in Chancery.

TUESDAY, *March* 24, 1857.

BATEMAN, ROWLAND (who died in July, 1856), Printer, Tooks-ct., Cursitor-st., Holborn. Creditors to come in and prove their debts on or before April 17, at V. C. Stuart's Chambers.

BURGES, FRANCIS (who died in Jan. 1857), Tailor, 18 Salisbury-st., Strand. Creditors to come in and prove their claims on or before April 17, at V. C. Stuart's Chambers.

COOPER, THOMAS (who died in May, 1850), Builder, Derby. Creditors and incumbrancers to come in and prove their debts or claims on or before April 23, at the Master of the Rolls' Chambers.

CROUDACE, ROBERT (deceased), Lanchester. Incumbrancers on estate called Fell Heads, Crook and Billy Row, Brancepeth, Durham, by virtue of any incumbrance created thereon by him, or under him, to come in and prove their claims on or before April 18, at V. C. Stuart's Chambers.

DRIVER, ELIZABETH (who died in Jan. 1854), Spinster, formerly of Leeds, late of Greville-pl., Kilburn, Middlesex. Creditors to come in and prove their debts on or before April 29, at V. C. Kindersley's Chambers.

HOLFORD, GEORGE, sen. (who died in Jan. 1849), Victualler, Eight Bells, Cross-st., Christchurch, Surrey. Creditors to come in and prove their debts on or before April 15, at V. C. Wood's Chambers.

HOLT, ARTHUR (who died in May, 1840), Gent., Butler-la., Oldham-rd., Manchester. Creditors and incumbrancers to come in and prove their debts or claims on or before April 15, at the Master of the Rolls' Chambers.

NATIONAL BRAZILIAN MINING ASSOCIATION.—Creditors or shareholders of the association to come in and prove their claims on or before April 15, at V. C. Wood's Chambers.

RODD, CHARLES LAVENDER (who died on Feb. 14, 1857), Currier, Bristol. Creditors to come in and prove their claims on or before April 25, at V. C. Stuart's Chambers.

SAUNDERS, JOHN (who died in Mar. 1852), Yeoman, Daventry, Northampton. Incumbrancers to come in and prove their claims on or before May 1, at V. C. Stuart's Chambers.

WILLIAMS, JOHN CALTHORP (who died in July, 1856), Doctor of Medicine, Nottingham. Creditors to come in and prove their debts on or before April 20, at the Master of the Rolls' Chambers.

FRIDAY, *March* 27, 1857.

BALDOCK, GEORGE (who died in April, 1835), Victualler, Nightingale Public-house, Lisson-grove, Paddington. Creditors to come in and prove their debts or claims on or before April 27, at the Master of the Rolls' Chambers.

BURGESS, GEORGE (who died in Sept. 1852), Gent., Cottingham, Yorkshire. Creditors to come in and prove their debts on or before April 21, at V. C. Stuart's Chambers.

COLE, JOHN (who died in June, 1845), Farmer, Guanock House, Sutton St. Edmunds, Lincolnshire. Creditors to come in and prove their debts on or before April 15, at V. C. Wood's Chambers.

HARRIS, WILLIAM (who died in April, 1856), Farmer, Great Wakering, Essex. Creditors and incumbrancers to come in and establish their claims and prove their debts on or before April 25, at the Master of the Rolls' Chambers.

HEWETSON, JOHN (who died in Dec., 1856), Esq., Woburn-sq., St. Pancras. Creditors to come in and prove their debts or claims on or before April 27, at the Master of the Rolls' Chambers,

HORNER, WILLIAM (who died in Dec., 1848), Gent., Pontefract, Yorkshire. Creditors to come in and prove their claims on or before April 29, at the Master of the Rolls' Chambers.

MALLAM, LAURA (who died in July, 1852), Widow, Southmoor, Berkshire. Creditors to come in and prove their debts on or before April 27, at V. C. Stuart's Chambers.

SCOTT, JOHN (who died in July, 1849), Doctor of Medicine, Bedford-sq. Creditors to come in and prove their debts on or before April 15, at V. C. Wood's Chambers.

THOMAS, JANE (who died in Aug. 1856), Spinster, Cordhelen, Carnarvon. Creditors to come in and prove their debts on or before April 25, at V. C. Kinderlsey's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *March* 24, 1857.

ELECTRIC TELEGRAPH COMPANY OF IRELAND.—The Master of the Rolls peremptorily orders a call of 10s. per share to be made on each contributory; and the balance, if any, after debiting his account in the Company's books with such call, to be paid to the Official Manager, at 3 South-sq., on Mar. 30, at 12.

FRIDAY, *March* 27, 1857.

LONDON AND COUNTY ASSURANCE COMPANY.—V. C. Kindersley will proceed, on April 20, at 11, at his chambers, to settle the list of contributories.

METROPOLITAN CARRIAGE COMPANY.—Master Humphry purposes, on April 16, at 11, at his chambers, Southampton-bldgs., to make a call of 15s. on all contributories.

NANTLE VALE SLATE COMPANY.—A petition for the dissolution and winding-up of this company was, on March 19, presented to the Master of Rolls in England, by J. Badenoch, 190 Parrock-st., Gravesend, Kent, and will be heard on April 16.

ROYAL BRITISH BANK.—V. C. Kindersley peremptorily orders a call of £75 per share to be made on each contributory settled on the list since Jan. 9 last, and the balance (if any) which will be due from him after debiting his account in the company's books with such call to be paid on or before April 6, to R. P. Harding, Official Manager, 4 Lothbury.

Scotch Sequestrations.

TUESDAY, *March* 24, 1857.

BARR, JOHN, Engineer and Iron Shipbuilder, Glasgow. Mar. 27, at 1, Faculty Hall, St. George's-pl., Glasgow. *Sec.* Mar. 18.

DUNN, ALEXANDER, & ROBERT DUNN, Tinplate Workers, Glasgow. Mar. 27, at 12, Globe Hotel, George-sq., Glasgow. *Sec.* Mar. 18.

SIMPSON, THOMAS, Baker, Grangemouth, Stirling. Mar. 31, at 2, Red Lion Hotel, Falkirk. *Sec.* Mar. 18.

FRIDAY, *March* 27, 1857.

BROADBENT, WILLIAM & JOSEPH, jun., Wool Merchants, Glasgow, Wigtown, and London. Mar. 31, at 11, Crow Hotel, George-square, Glasgow. *Sec.* Mar. 23.

FINLAY, JOHN ROBERT, Merchant, Glasgow. April 3, at 12, Globe Hotel, George-sq., Glasgow. *Sec.* Mar. 24.

Scotch Partnerships Dissolved.

TUESDAY, *March* 24, 1857.

LANCASTER, WILLIAM, & JAMES THOMAS COOKNEY (Lancaster, Cookney, & Co.), Coal and Iron Masters, Portland Iron Works, Ayrshire. Dec. 31.

PORTEOUS, JAMES, & WILLIAM TURNBULL (Porteous, Turnbull & Co.), Hair Cloth Manufacturers, Musselburgh. Debts received and paid by Porteous. Mar. 14.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, APRIL 4, 1857.

DIRECTORS AND SHAREHOLDERS.

A man who should discover a method of securing the honest working of joint-stock companies would be the greatest benefactor to the world. Every day shows more and more the impossibility of dispensing with an engine so powerful as that of association, and at the same time produces proof upon proof of the complete failure of every check by which the shareholders have hitherto attempted to guard against fraud. Auditing has turned out nothing but a farce. Annual reports serve only to blind subscribers, who are already caught, and to entrap fresh victims into the net. Vigilance on the part of ordinary members of a company, except by the spasmodic action of irregular committees of investigation, is really out of the question. The very strength of the associative principle consists in the facility of joining in a commercial enterprise which it affords to thousands who have neither the inclination nor the time to take an active part in its management. To say, as some have said, that no one ought to take shares in a company who is not prepared from year to year to investigate its most secret affairs, and drag to the light every transaction which its directors are most interested in concealing, is simply to pass sentence of death upon the joint-stock system once for all. And yet nothing short of this seems sufficient to guard against fraud. Government returns, certified statements, and the like, answer very well the purposes of rogues, by giving a genuine appearance to the most hollow bubble, but as a protection to the honest shareholder, they are worth no more than waste paper. Nothing could be more stringent than some of the statutory requirements which joint-stock banks are required to fulfil. No doubt it was thought a great safeguard to insist on half the capital being paid up before a charter could be granted; but what is the security worth? Mr. ESDAILE and Mr. APSLEY PELLATT have furnished the answer, in their instructive history of the Royal British Bank.

In spite of statutes and regulations, that clever concern managed to start with a working capital of about one-fifth instead of one-half of the amount nominally subscribed. The Act, as Mr. ESDAILE says, was complied with in spirit, because, if the money was not paid up in coin, it was represented by securities, which bore the responsible name of Mr. HUGH INNES CAMERON, the prime mover in the swindle. Mr. APSLEY PELLATT has a rather less elastic conscience, but he makes up for his weakness in this respect by a surprising power of oblivion. He does not go so far as to deny that in putting his name to the statement that £50,000 was in hand, he did in fact certify a lie, but at the time he quite forgot that a large proportion of the pretended capital was composed of worthless notes; and Mr. M'GREGOR told him that the Act was complied with, and what could he do but put his hand to the false certificate? As Mr. PELLATT innocently observed, "It appears now that Mr. M'GREGOR must have been wrong in stating that the Act had been complied with, and that he (Mr. PELLATT) must have affixed his signature under a wrong impression. He signed the document without reading it." If it were worth while now to discuss the relative merits of these worthy Directors, the question would be a curious one for casuists, whether it was more honorable to obey the Act "in spirit," after the manner of Mr. ESDAILE, orto sign a declaration of fact without reading its contents, or taking the trouble to remember the truth or falsehood of the statements thereby conveyed. The only moral we wish to draw from the transaction is, that certificates and declarations by Directors are not very efficient safeguards of the interests of a proprietary body, or of the public at large. What, then, are shareholders to do, if they cannot protect themselves by vigilance, or be kept harmless by the shield which Government in its wisdom may have stretched over them? Are they to trust to the known character or respectability of the gentlemen who volunteer to manage their investments for them? We do not think that all boards are quite as bad as the Directors of the Royal British Bank, but there is still a lesson to be learned from it which admits of a rather extensive application. Directors of the APSLEY PELLATT stamp are not very uncommon, though he may be rather an exaggerated specimen of the school. Whenever a board does go very wrong, you are sure to find, upon an analysis of its composition, that it is made up of two classes of men—those who help themselves, and those who shut their eyes, perhaps wilfully, perhaps carelessly, while their colleagues are pursuing their gainful trade. There are always two or three immaculate directors who, in pure simplicity of heart, have signed everything which was put before them, and, after governing a company for a year or two, have been utterly ignorant of all its affairs—at any rate, of all which they would be ashamed to own. Perhaps it is only in very extreme cases that this kind of innocent blindness is carried so far as to leave the misguided director in ignorance of the secretary who takes down the minutes of the Board, and in doubt as to the nature of his own liability as a member of the company which he represents. But great allowance must be made for a gentleman who has sat in the parlour of the Royal British Bank, as it must be obvious that a very extraordinary amount of ignorance was essential in such a case to enable a director to retire, as Mr. APSLEY PELLATT did, after a year of office, without anything affecting his character, his integrity, or his honesty. The unfortunate conclusion seems to be, that, although a board may contain the names of men who have borne honest, upright characters, there is no security for the unhappy shareholders. Let us grant to Mr. PELLATT, for argument's sake, the character which he claims, and it does but make the matter worse. If he was not the plunderer, his very virtues were the means of decoying the public into the snare. Why, it is the respectable men who do all the mischief! Mr. CAMERON might have worked to little purpose if he had not been backed by associates who pledged their previous character as a guarantee for his nefarious schemes, and it is only too certain that the appearance of a name of supposed respectability upon a Board of Directors affords no certain protection against the most barefaced plunder by one or other of the colleagues of him who bears it.

The more one sees of the internal working of associated bodies the more obvious it is that everything depends on the integrity of the actual manager. An investment in shares is, in substance, a deposit on the personal security of some unknown official. Sometimes it is the secretary, now and then it is the chairman, who rules, or perhaps it may be a clique of two or three of a numerous board who have all the threads in their own grasp. Mere subscribers for shares cannot even

tell who the man really is in whom their confidence is practically reposed, much less can they judge how far their trust is warranted. And yet men must and will go on investing in joint-stock companies, to reap profit or ruin according as they chance to fall into honest or knavish hands. There is no way of evading the risk entirely. A moderately crafty manager would defeat the cleverest devices for keeping him honest against his will. The only present mode of diminishing the risk seems to be, to concentrate authority in few hands, so that it may be known in whom the trust is really placed. And the only prospective aid which the Legislature can give, will be to apply the terrors of the criminal law to check a form of dishonesty which is becoming the fashion of our times.

GRAND JURIES.

We have received a pamphlet by Mr. Humphreys, upon the subject of the "Inutility of Grand Juries," which states very distinctly the objections to the institution, and proposes alterations in it which are curiously cautious and moderate. The object for which grand juries were originally instituted was that of protecting accused persons from being put on their trials on insufficient evidence; and every one who has the most superficial acquaintance with English history, must remember the good service which they did in this respect, during the stormy part of the reign of Charles II. It needs no proof that they do not now answer any such purpose. It is altogether inconceivable that any government should, in the present day, institute criminal proceedings from improper motives, or that, if they felt the temptation to do so, they should be in a condition to yield to it. It would, therefore, seem that no real risk to the liberty of the subject could be incurred by dispensing with a precaution so cumbrous and obsolete. At any rate, the simple plan of retaining the present system in the case of persons charged with political offences would amply answer any substantial end which it is ever likely to subserve. Something more, however, is usually required than proof that an institution is unsymmetrical, or even useless, before English people can be persuaded to wish for its abolition. It must further be shown that it involves serious practical inconveniences, and it is principally to this part of his subject that Mr. Humphreys addresses himself.

The grand jury is capable of being made, and, in fact, frequently is made, an engine of extortion. Its sittings being secret and *ex parte*, nothing is more easy than for a designing man to send up a bill before the grand jury, charging a person with some offence of an infamous character, and then, by working on his fears of exposure—fears which are often as alarming to the innocent as to the guilty—to extort money, as the price of getting the bill ignored. It would be, from the nature of the case, almost impossible that such a transaction should take place before a court in which the proceedings were public, and where the accuser and accused were confronted. The evil of this state of things is so obvious that it forced itself on the attention of those who framed the Central Criminal Court Act, and the course which they took to avoid it is a conspicuous illustration of the way in which English law reformers delight to employ their energy in stopping the holes of a sieve one by one. The 13th section of the Act by which the court was constituted provides, that no indictment shall be found there for any misdemeanor, except perjury, unless the prosecutor is under recognisances, or the person prosecuted in custody or on bail; but Mr. Humphreys points out the fact, that a recognisance to prosecute may be, and often is, entered into secretly and voluntarily, and that the Act does not extend its advantages, whatever they may be, to a quarter sessions—not even to those which are within the venue of the Central Criminal Court.

To the inconveniences which arise from the fact that the functions of the grand juries open a door to fraud and extortion, we must add the further objection that they sometimes defeat the purposes of justice. Mr. Humphreys tells us that on an average twenty or thirty bills are ignored at every sessions of the Central Criminal Court, all the persons indicted in these bills having been committed for trial by some one of the metropolitan magistrates. As the principle of committal for trial is, that a man is never committed whom the committing magistrate considers innocent, it would seem to be almost certain that many of the bills ignored must refer to guilty persons. It is, however, no matter of surprise that this should be the case, for the members of the grand jury are persons of no special legal knowledge, and it requires very considerable tact and experience to elicit even from a stupid witness the whole of the evidence in his possession. If the witness, of whatever intelligence, be corrupt, he may, in many cases, have the power of quashing the charge almost entirely in his own hands.

The expense and inconvenience of the institution of grand juries is by no means a matter of light importance. Every one whose professional duty often takes him there knows that, even with the help of decently commodious seats and mental occupation, it is no slight physical effort to pass several consecutive days in the crowd and bad air of a court of justice; but it must be a real and serious evil to pass a similar period in a state of utter mental vacancy, in dirty, cold, and crowded lobbies, hustled about by clerks, policemen, the friends and associates of criminals, and all the idle riff-raff that invariably besets criminal courts. It is bad enough for a man to pass hours or days in such a scene, but we can imagine no arrangement more likely to hold out the very gravest temptations to young women and children. What person of any feeling would not shrink from sending a foolish, inexperienced maid-servant to stand about for a couple of days amongst all the blackguard hangers-on of the Old Bailey? To do so, would be equivalent, in many cases, to risking her ruin, soul and body.

To a certain extent, these evils are unavoidable, and they might, no doubt, be mitigated by the establishment of proper waiting-rooms, and other conveniences; but they are enormously aggravated by the grand jury. If, as soon as the calendar was complete, it was known who would be tried, and who would not, nothing could be easier than to make lists from day to day of the cases to be taken, due regard being had to their importance, and to the convenience of the persons professionally engaged. This arrangement is impossible so long as the court is entirely dependent on the grand jury, and cannot go on with any case until a bill has been found. We know of hardly any minor reform which would be of so much practical advantage in the administration of the criminal law, as one which would make the courts masters of their own arrangements. Let any one try to imagine the confusion which would be produced by a Nisi Prius grand jury, which must be satisfied that the plaintiff had a *primâ facie* case, before any action could be tried, and he will have a clear notion of the amount of inconvenience to which we submit from mere habit in the transaction of criminal business.

Mr. Humphreys confines his suggestions to the Central Criminal Court, and no doubt the inconveniences to which he refers are felt more pressingly there than elsewhere. Witnesses must, under any system, be detained a considerable time at an assize town; and where the population is less dense, and the notoriety of any kind of legal proceedings much greater than in London, the power of sending a bill before the grand jury is less likely to be made an engine of extortion. There can be no doubt, also, that the social advantages of the institution are in the counties very considerable, and,

under these circumstances, it may be a question whether the grand jury might not be advantageously continued in the country. There can, we think, be no question at all that it is obsolete and inconvenient in London.

Legal News.

We take the earliest opportunity, and devote a conspicuous place in our paper, to inform our readers that Mr. Joshua Williams, so well known to young legal students as the writer of two most useful hand-books, has published a series of "Letters to John Bull, Esq.," in which he has endeavoured to explain to the comprehension of that much-taught, but slowly-learning personage, the necessity which exists, in the nature of things, for lawyers, and the consequent expediency of paying well, and treating with confidence, the members of a profession which cannot be abolished. We do hope that the services of Mr. Williams, as an expounder of legal principles, as well as the merits of his present effort in a very different style of writing, will secure to him the gratitude of the profession. Certainly, the subscribers to this journal are bound to buy, and read, and recommend a book which very happily expresses and illustrates more than one principle which it is our peculiar business to urge upon the public mind. Mr. Williams's second letter, on "Attorneys," places in a very clear light the importance of the duties of the solicitor, the interest which society consequently has in improving his education and moral tone and standing, and the means by which these objects may be best attained. This letter, indeed, handles these points so effectively, and they concern our readers so very nearly, that we cannot resist the temptation to extract the greater portion of it, which we here subjoin:—

"Are there two many low attorneys? Then try to elevate this branch of the profession, rather than to decry and depress it. It is painful to see men who have risen to eminence and wealth on the shoulders of solicitors, trying all they can to cut down their fees, and lessen their importance. Complaints are sometimes made that attorneys and solicitors do not attend the courts themselves, but send mere clerks as their representatives. And what wonder, when the fee allowed will pay a clerk, but will not pay his principal? You do not pay them properly for what they do, and you seek to make up for this by paying them for what they do not. Thus, taxation allows to every solicitor so much a folio of seventy-two words for drawing every bill in Chancery. Some new orders have lately come out, and this item is still there. It is, however, very well known to all concerned but the client, that it is the barrister who draws the bill, and not the solicitor whom you pay for it. So, again, you give a profit on mere copies; whilst time and attention, which are the real staple commodities of the profession, are grossly underpaid. How can you imagine anything more calculated than this to injure a weak, to say nothing of a wicked mind? Every man wishes to get as much and to do as little as he can; and, knowing this, you pay the lawyers not for what they do, but for what they do not. You hold out a premium to idleness, and lay a drawback upon industry. Instead of wondering that there are so many who sink under the temptations thus held out, the wonder is that there are no more. I believe this branch of the profession to be rising and improving; but this is in spite of the mode of their payment, and to be attributed to other causes.

"Of late years a strict examination has been instituted, to which all must submit who would be admitted attorneys. More recently still, prizes have been established, and I have no doubt that the effects will be very beneficial. I believe that this examination has tended greatly to elevate attorneys and solicitors as a class. They have their social status very much in their own keeping. I have tried hard to persuade some of my friends in this branch of the profession to give their sons, whom they intend to succeed them, the inestimable benefit of an university education. I have not unfrequently seen a man who has spent four years in a solicitor's office commence reading with a conveyancer at the same time as another man fresh from the university; and before a twelvemonth has expired, the university man has distanced his competitor, who had had four years' start. The one had learned how to learn; the other had not. If both branches of the profession were equally educated, there is no earthly reason why the social status of a solicitor should not be fully equal to that of a barrister. In Scotland a writer to the signet is in the same social position as an advocate, and why should it not be so here? The duties of an attorney or solicitor require quite as many of those qualities by which human nature is adorned as the duties of a barrister. In some respects I have long thought there is greater scope for noble qualities in the profession of a solicitor than in that of an advocate. The great question whether or not a suit shall be begun is most frequently decided in his office. Counsel indeed are generally consulted in matters of importance; but the case for counsel's opinion—the case which states the facts and gives the colouring—is drawn by the solicitor. Again, the solicitor has to do with the individual client, and needs to be well instructed in that most important study—the study of mankind. You may complain of rascally and blundering solicitors; but how many complaints have I not heard from them of rascally, stupid, and intractable clients. To open the eyes of a blind man,—to show him that his interest consists with his duty,—to *make* him act rightly, is often the arduous business of his attorney. The good that may be done by an able and rightminded man in this branch of the profession is often incalculable; and despite the absurd system of professional pay, there are many, very many such. The average, however, are like the average of mankind, made of the same flesh and blood, and swayed by the same influences. If a man is tied to a desk at sixteen, filled with technicalities from that time forward, set to study a treatise on costs (for to understand costs requires a treatise),—told to charge for what he knows has not been done, and to make no charge for real labour,—can you wonder if he sometimes mistakes the true end of his profession?—that whereas he used to think the *summum bonum* was plenty of pudding, now he should think it is plenty of costs?"

Upon another subject which we have much at heart—we mean the importance of the study of the civil law, as a groundwork for the more special studies of the English lawyer—these letters offer some plain advice to Mr. Bull, which, although sadly opposed to the long-cherished prejudices of that worthy but obstinate individual, we hope he may be prevailed upon to adopt in the legal education of his rising family. The evil noticed in the following passage is as undeniable as, we believe, the remedy for it is clear and simple.

"Men of narrow views, mere slaves to precedent, case lawyers, too much abound. If an English physician travels on the Continent, he finds others of his own profession who have a fellow feeling with himself. But an English lawyer, when travelling abroad, is like a fish out of water. The civil law, the law of the most powerful and civilised of the nations of old, the foundation of all continental jurisprudence, is seldom looked into, much less studied, by an English barrister. The bar forms ultimately the material of the bench. Narrow views are not readily expanded. Take a hint and be wise. Insist on some knowledge of the civil law as essential to the education of a barrister. A lectureship on this subject has been established. Bring students to attend these lectures by requiring an examination."

Among all the elections that have taken place thus far, the most outrageous violation of the law has occurred at Kidderminster, where the candidates were both lawyers, or at least members of the legal profession. Mr. Lowe, the half-murdered victor, is, like many other politicians, a nominal barrister; and Mr. Boycott, his opponent, and the favourite of the hard-handed non-electors, is a solicitor practising in the borough he unsuccessfully aspired to represent. It appears, too, that the disposition to defy the law originated at Kidderminster in the candidateship of a well-known lawyer, now deceased, Mr. Godson; and ever since he was brought into Parliament by the moral or physical force of the carpet-weavers, they have claimed the right to wrest the franchise out of the hands in which the law has placed it. In some boroughs it was but a short while since, and may be now, as natural to sell a vote as to sell a crop of cabbages. Indeed the one profit was looked upon by many inhabitants as

equally legitimate and ordinary with the other. In Kidderminster it would seem that the non-electors believe themselves to possess a constitutional and well-defined right to break the bones of those who presume to vote against their dictation. We notice this outrage, however, principally because it illustrates very strongly what an urgent need there is of a more numerous and efficient police almost throughout the country. The available force of constables at the Kidderminster riot amounted to eight or nine men, who, if they had been the mightiest heroes of epic or romance, could have done no good in the face of an angry multitude. Achilles himself would effect but little against a mob, if all the circumjacent fragments of granite had been cracked small for road-making, and if his only weapon were a policeman's truncheon—which if he used freely, modern refinement would probably bring a criminal charge against him for excessive zeal. The figure made by the special constables on this occasion will not go far to enhance the national character for pugnacity; but if men are never trained to use their weapons, or to act together, it is vain to expect any readiness or mutual trust when the need of these qualities arises.

We can sympathise most entirely with the devout gratitude of the mayor and the inhabitants when the clatter of hoofs and the clash of steel announced the approach of a troop of cavalry from Birmingham. This incident, and, indeed, the whole drama, has been treated with proper poetic feeling by the reporters of the daily papers. Perhaps, as a matter of purely literary criticism, we may object to the description of Mr. Lowe's "white hairs dabbled in blood," a spectacle which we are told "had no effect on the mob," however much the narrative may move the pity of distant readers imperfectly acquainted with the personages who play a leading part in politics. In many provincial circles no doubt it is believed firmly that Mr. Lowe is as venerable as Priam, whereas the truth is, that that ill-used gentleman is in the vigour of his age, and his hair is not grey with years, but from what is called in the *Journal of Psychological Medicine* of the present month, "an absence of colouring pigment in the hair and tegumentary tissues." But let all those who read these spirited descriptions just reflect, that if the picturesque incident of the arrival of the hussars had not occurred, the later scenes of the play might have taken a very sombre aspect. We cannot even venture to feel sure that a single reporter would have escaped the violence of the mob. At any rate, it is quite possible that the same state of circumstances may recur with this important variation—that there shall be no troop of hussars to give their aid. The army is henceforth to be governed on a plan which will prevent detachments of it being ordinarily available to do the duties of police and of all citizens. This truth will probably be forced upon the public attention by a variety of disagreeable incidents. Whether the offenders against law and order be angry non-electors or professional burglars and garotters, the remedy against both evils is the same: we must either do the work of police ourselves, or employ and pay a larger force to do it for us. Many people have no idea at all except that of looking for protection to an authorised legal functionary; and, probably, if Satan himself were to threaten them in a visible shape, they would call for a policeman to arrest him, and complain that that official was always gossiping with the cook when wanted. Mayors and country justices will have to learn the lesson inculcated by Sir Charles Napier, when commanding in the North, during the period of Chartist turbulence. They must organise in the communities over which they preside some sort of force adequate to ordinary necessities, and the regular troops will be reserved for great public occasions, and be usually concentrated at a few points, in sufficient numbers to practise the movements and acquire the habits of an army. Nor can the demand for a more efficient police be reasonably objected to on the ground of expense. It costs a vast deal more to spoil the efficiency of an army by scattering the soldiers over the whole country, and making them do the work of constables. It is true there are many men who, as members of Parliament, would vote millions to pay an army, but, as magistrates, would grudge every thousand pounds expended to maintain police. This, however, ought to be difficult in the new House of Commons, at least if only a tithe of the "judicious economy," and "efficient administration," promised in the election addresses of all parties should be ever realised.

We publish elsewhere a letter from a well-known City solicitor, Mr. James Weston, to Baron Rothschild, upon the same question as has already exercised the pens of Mr. Freshfield and Mr. Lavie. The letters of these gentlemen, on the expediency of altering the law bearing on the case of *Kingsford* v. *Merry*, appeared in our paper of the 14th ult., and the experience of Mr. Weston on this subject entitles him to be heard with the same attention. We must say, however, that it would be no easy task to frame a bill to carry out his views. He thinks that, when goods are obtained by theft or forgery, the right of the true owner should prevail; but in case of any other sort of fraud, the *bonâ fide* vendee or pledgee should retain the goods. This distinction appears to be founded on the idea that an owner may fall a victim to theft or forgery without negligence, but not to fraud of any other kind. And even in the former case, if gross negligence can be proved, Mr. Weston would throw the loss upon the owner. But surely a world of litigation would arise upon the question of the degree of negligence which should suffice thus to transfer the loss. We think that a simple statement of this proposal of Mr. Weston will be enough to demonstrate its impracticability.

Campbell *v.* Corley.—This case, fully argued before the Lords Justices in January last, was expected to stand for judgment.—Mr. *Daniel*, on behalf of Mr. Corley, asked that the case might be further heard upon the additional letters which had been found in certain boxes.—Lord Justice *Knight Bruce* said, that, after a full hearing, and after the solicitors on both sides had had an opportunity of ransacking the boxes, and reading letters as fully as they pleased, it was really too bad to apply to the court, whose judgment had been prepared, and was ready to be delivered, for further delay. There was no apology or excuse for such delay and inattention.—Lord Justice *Turner:* If a day shall be appointed, which, if at all, will be with the greatest reluctance, do not let us have a second edition of this application when we have prepared our judgment.—Mr. *Greene* presumed that the further discussion would be confined to the new materials in evidence.—Lord Justice *Knight Bruce:* Let the cause be further discussed upon the new matter, and by only one counsel on each side, and let each side furnish the other with a list of the letters he intends to rely upon by Easter eve.—Mr. *Greene:* Perhaps your Lordship will more precisely define the day?—Lord Justice *Knight Bruce:* The older Christian world know when that is.—Mr. *Greene:* The two learned gentlemen before me (Mr. *Anderson* and Mr. *Bagshawe*) differ upon that point.—Lord Justice *Knight Bruce:* The time is quite sufficiently indicated. The cause may stand in the paper for the fourth day of next term.

Illness of a Juryman.—At Bury St. Edmund's, on Thursday week, a case was taken at the close of the day, when it was adjourned. On Friday morning a surgeon deposed that one of the jurymen was suddenly taken ill and would not be able, in all probability, to attend again during the assizes. The trial was however, adjourned again, in the hope that the absent juror might attend, and in the meantime it was proposed, that, the case having been proved with sufficient certainty against both the prisoners, a path out of the dilemma should be opened by the prisoners pleading guilty and the prosecutor forbearing to press for punishment. A difficulty, however, existed, inasmuch as the solicitor for the prosecution, in the absence of his client, would not take upon himself to sanction this arrangement; so matters stood until the business of the assizes was

approaching an end, when the Chief Baron inquired whether the prisoners were desirous of withdrawing their plea? And, being informed that they were, his Lordship said that he should take upon himself to receive the plea of guilty, and to discharge them on their entering into recognisances to appear and receive judgment. Mr. *Dasent* hoped it was quite understood that his client did not give his assent to this sentence. For himself, appearing for the prosecution, it was enough, in his opinion, that the prisoners should plead guilty. With regard to the sentence, that must of course rest in the discretion of the court. The *Chief Baron*—No doubt. I adopt this course, under the peculiar circumstances of the case, as the best which can be taken, and that which is most likely to attain the object of the prosecution.

Report on Scotch Prisons.—The 22nd Report of the Prison Inspectors of Great Britain is exclusively devoted to Scotland. The separate reports show that the prisons of Scotland generally, no less than those of the border English counties annexed to the district, are in good order, and under excellent management; the only marked exception being the borough gaol of Newcastle-on-Tyne, which is in no respect improved. The general health of the district has been most satisfactory throughout the past year, and the inspector has every reason to be satisfied with the system of discipline in operation in the prisons of Scotland. The experience of some years shows that crank labour, under judicious rules, may be worked with perfect safety, and the inspector holds it to be the most productive labour to which a convicted prisoner can be subjected, as being that which will prevent him, on his release, from resuming his old employments. The use of the guard bed, too, is found to have a most deterring effect, without in the slightest degree injuring the prisoners' health; and many of the governors of Scotch prisons are anxious to have the use of the bed extended from one to two months after conviction, in the belief that nothing is so likely to induce a thief to consider the propriety of resuming an honest life as an extended use of such beds. It is thought that the deterring system, as carried out in this district, might be extended with advantage to the public, and ultimate benefit to the criminal. Little advantage is taken in Scotland of Mr. Dunlop's (Reformatory) Act, for, up to the 31st of December last, not ten children in all had been committed to reformatories, although there are nine of these useful institutions in the Scotch district. The inspector (Sir J. Kincaid) adheres to his opinion that the ticket-of-leave system "will never answer in this country." The details of the report on the borough gaol of Newcastle will probably induce the interference of the Secretary of State. That prison is to be considered rather "as a nursery for crime than for the correction of criminals." It is a very den of vice; but the inspector does not know who is responsible for suffering things to remain in such a state year after year. The reformatories have not been as yet long enough in operation to allow any opinion to be formed respecting them.—*Times.*

County Court Functionaries, &c.—There are sixty judges, nearly 600 courts, and twenty-three treasurers, in England and Wales. About £15,000,000 sterling have been sued for since their establishment in 1847, and no less than £7,500,000 have been paid to the officers of the courts, the whole of which has been checked and audited by the treasurers, while in no court have the suitors sustained the slightest loss, which circumstance may be attributed to the audit of the treasurers, as it is notorious, that, under the old Courts of Request, which were, with few exceptions, without the supervision of treasurers, very serious defalcations continually occurred.—*Civil Service Gazette.*

Recent Decisions in Chancery.

In *Boyse* v. *Rossborough* (5 W. R. 414), which was an appeal to the House of Lords from a decision of the Lord Chancellor of Ireland, the practice of the Court of Chancery as contrasted with Courts of Common Law, in cases where a will is impeached by the heir-at-law of the testator, was very fully stated and commented upon by Lord *Cranworth*, when delivering judgment. The heiress-at-law, in *Boyse* v. *Rossborough*, impeached the will upon the ground of alleged undue influence and misrepresentation by the devisee; and she filed her bill, praying that the will might, therefore, be declared null and void, and that the devisee might be restrained from setting up certain outstanding terms of years or temporary bars as a defence to an action of ejectment by the plaintiff. At the hearing, *Brady*, L. C., directed an issue *devisavit vel non;* and a verdict having been found in favour of the plaintiff, a motion was made for a new trial, which was refused. In the argument before the House of Lords on behalf of the appellant, it was insisted that the order directing the issue was not in accordance with the practice of the court in such cases, and that the plaintiff's right was merely to have the legal impediments resulting from the outstanding terms removed. Lord *Cranworth* agreed with this view to the extent that such relief would be the most fit and proper relief; but he denied that the Court of Chancery had not power to direct an issue where such a course appeared to be more convenient; as, for instance, where the subject-matter of the devise was a mere equitable right, such as a contract to purchase, or an equity of redemption of a mortgage in fee where the mortgagee is in possession. In such cases, it obviously would be impossible to enable the heir to raise the question as to the validity of a will by merely restraining a devisee from setting up an outstanding term. In the present case, no such reasons existed to induce the court to depart from its usual course of merely granting the injunction, and allowing the validity of the will to be tried in an action of ejectment. The practical difference between such a course and that which the Lord Chancellor of Ireland adopted—viz. directing an issue *devisavit vel non*—was substantially thus stated by Lord *Cranworth*:—Where the question as to the validity of the will is raised in an action of ejectment, if the heir succeeds, the devisee may, after he is turned out of possession, bring an action of ejectment on his part, to which the former recovery would be no bar; and so may the defeated party, from time to time, until the proceedings assume a vexatious character. But where an issue is directed, and, the jury having found against the will, the Court of Chancery declares the devise void, the evicted party is thereby disabled for ever from re-opening the question upon the same state of facts. Therefore, where the verdict of the jury, on the trial of an issue *devisavit vel non*, is satisfactory to the Court of Chancery, all further litigation and inquiry is stopped. The conclusion which the Lord Chancellor drew from this distinction was, that a court of equity, upon a motion for a new trial, will not act upon precisely the same principles as would guide a court of common law on the trial of an ejectment where the same will was in dispute; the judgment of the former being irreversible by any subsequent proceeding, while that of the latter only affects the particular action in which it is brought.

In the *Falkland Islands Company* v. *Lafone* (5 W. R. 413), a curious point of practice appears to have been raised for the first time. One of the defendants put in a written answer, referring to a very voluminous "printed answer," which he prayed might be taken as part of his written answer; and, in the latter, he begged to repeat and depose to each and every of the allegations contained in the former, which was marked as an exhibit by the commissioner before whom the written answer was sworn. The written answer was put on the file, but the printed answer remained with the defendant. The Clerk of Records and Writs refused to file a replication, on the ground that the answer was irregular, and the plaintiffs moved that he might be directed to file the replication. V. C. *Wood* considered that the answer did not satisfy the rules of the court, and, therefore, dismissed the motion, though his Honour thought it possible, that, in particular cases, leave might be given to a defendant to do what had been here done.

The effect of the subsequent mental incapacity of a covenantor, who covenants that, when he comes into possession, he will execute a power of limiting a rent-charges by way of jointure, was discussed at length by V. C. *Stuart*, in *Affleck* v. *Affleck* (5 W. R. 425). The covenant was entered into on the marriage of the late Sir Gilbert Affleck with the plaintiff, now his widow; and it was to the effect, that, when he should come into the possession of certain estates, to which, if he lived, he would be entitled under his uncle's will, he would, by a proper deed, grant to the plaintiff during her life a rent-charge of £300 by way of jointure, pursuant to the power in the will. Before the covenantor came into possession, he became of unsound mind, and, being in such a condition of mental incapacity after he came into possession, he executed a deed which was prepared in pursuance of the power and the covenant. It was not argued that the covenant was not binding on the ground that Sir Gilbert entered into it before his right of possession accrued; but that it was essential that when he came into possession and purported to execute the power, he should have been of mental capacity to do so, as the right of executing the power only then accrued. The Vice-Chancellor, however, held that the covenant operated as a charge upon the land from the moment of its execution; and, being valid, was in itself such an execution of the power as the court would

make good. It seems clear enough upon the authorities that the court would relieve from subsequent dissent or refusal—when the covenantor came into possession—and would compel the execution of the power, or give relief tantamount to such execution. "But if," said his Honour, "a previous covenant by a person of sound mind operates as a charge upon the estate, as soon as the covenantor comes into possession, so as to prevail against his subsequent actual dissent or refusal, it must equally prevail against any subsequent mental incapacity. Having the power or capacity to execute is of the essence of the power, just as much as a will and intention to execute—as much and no more. The same principle, therefore, which gives effect to the covenant as an execution, although a defective execution of the power, against a subsequent want of will and intention, must give effect to it against a subsequent want of capacity. In both cases effect is given to the covenant as a valid instrument binding the estate, without reference to any subsequent want of consent or capacity on the part of the donee of the power." And in the present suit there was the further reason, that "the court is bound to give its assistance and enforce the charge, not merely because the covenant is duly executed, but because it has been executed in consideration of money received, and in favour of a wife who contracted a marriage on the faith of that covenant."

Kohler v. *Reynolds* (5 W. R. 422) was a suit by the next of kin of an intestate who died in 1800. The bill stated that the intestate died possessed of considerable property, and that administration had been taken out by three successive solicitors of the Treasury, commencing in 1818. There was an averment that a residue remained in the hands of the first Solicitor to the Treasury, but there was no averment that anything had been received by the other administrators. V. C. *Wood* allowed a demurrer to the bill, with liberty, however, to amend. In support of the demurrer, it was argued that the demand was now stale, and that the absence of any allegation as to the receipt of assets by the defendant Reynolds, the last Solicitor to the Treasury, and his predecessor, was fatal to the bill.

Cases at Common Law specially Interesting to Attorneys.

Practice—Several Prisoners—Order of Defence.

Reg. v. *Thomas & Harris*, 3 Jur., N. S., 272.

Two prisoners—Ann Thomas and George Harris—were indicted for stealing from the person. In a second count, Harris was charged as accessory after the fact. At the end of the case for the prosecution, it was suggested to the judge, on behalf of the prisoner Harris, that the female prisoner, *being named first in the indictment*, should make her defence before the male prisoner made his; and to this rule of practice—where there are more prisoners than one indicted for the same offence, with a second count charging one of them as accessory after the fact—*Channell*, B., assented. It appears also, from *Reg.* v. *Meadows* (2 Jur., N. S., 718), that where there are several prisoners defended by different counsel, they should be called on for their defences in the order in which they are charged, as disclosed by the indictmentor the evidence, or both; and this order, generally speaking, will coincide with that of their names in the indictment.

Bankruptcy—Fraudulent Dealings—Punishment.

Re Simond Ex Parte Simond, 29 L. T. 19.

This case was an appeal from the decision of Mr. Commissioner *Fane*, and is a striking instance of the severity with which bankrupts, who fraudulently obtain large advances of money or goods on the eve of their stoppage, will be treated, both by the Bankruptcy Court and the Court of Appeal.

Two instances of fraud were proved against the bankrupt. In the first place, on the 12th of February, 1856, he bought in the public market at the Exchange bills on Paris, to the amount of £2,000. By the mercantile custom, such bills, though deliverable to the purchaser at once, are not paid for by him till the third day after the sale; but before this day, the bankrupt stopped payment, and a few days after was made a bankrupt on his own petition.

The other fraudulent transaction was in respect of some bills drawn on a Paris correspondent, and accepted by him on the security of certain goods which were to be, but were not, transmitted to him. These bills were negotiated by the bankrupt shortly before his bankruptcy.

The Commissioner remarked upon the previous case of *Mark Boyd*, in which he had given a first-class certificate—a decision which had been reversed by the Lords Justices, who had suspended the certificate for five years, and refused protection for a short period; and after observing that Mr. Boyd's case was a far more excusable one than that now before the court, refused the bankrupt his certificate altogether, and also protection; and intimated that if any creditor should send him to prison, he should decline to release him till he had undergone a year's imprisonment. The Court of Appeal confirmed this sentence, expressing, however, a hope that the opposing creditors would consent to some mitigation.

Notice of Trial—Irregularity in.

Fenn v. *Green*, 6 Ell. & Bl. 656.

An application was made to set aside the verdict obtained in this cause, with costs, "on the ground that no sufficient notice of trial was given;" and it appeared by the affidavits of the defendant, that he had pleaded to the action on the 31st March, 1856, and issue having been joined on the 18th April, 1856, he received on that day notice of trial for "the second sittings in *next* Easter term;" and he swore that he believed this notice to have been given for Easter Term, 1857, and consequently paid no regard to it; and the case was tried and given against him in his absence, although, as he believed, he had a good defence on the merits. In answer, the attorney for the plaintiff deposed that the plea delivered on the 31st March being *demurrable*, was amended by judge's order, by consent, on the 18th April, and that an issue had been prepared, ready to be delivered on the 2nd April, for the first sittings in the Easter Term then ensuing; but that this issue, requiring alteration on account of the defendant's demurrable plea, had been altered on the 18th, by substituting the 18th April for the 2nd, and the "second" for the "first" sittings, as would appear on inspection of the issue itself. The counsel for the defendant relied upon the decision of the majority of the Court of Exchequer in *Benthall* v. *West* (1 D. & L. 599), where it was held, that notice of trial, dated and delivered on the first day of Hilary Term, for trial at the second sittings in next Hilary Term, was insufficient, though it appeared that the defendant could not have been misled by it. It was so held, on the ground, chiefly, that if strict form in these cases were not adhered to, it was impossible to tell what number of inquiries might arise; but Lord *Abinger* dissented from the opinion of his brother Barons, because the defendant could not, in his opinion, by any possibility have been misled, as, if the plaintiff meant to give him *twelve months'* notice, the defendant, before that time would expire, would be in a condition to sign judgment. In the present case, the Court of Queen's Bench formally dissented from the decision of the Exchequer in *Benthall* v. *West*, and refused to interfere with the verdict; and Mr. Justice *Coleridge* added, that, as to the defendant's affidavit that he believed Easter Term, 1857, to be meant, he not only did not believe it, but thought it "one of the most impudent affidavits ever filed."

It may be observed, that the decision arrived at by the Queen's Bench appears not only to be justified by the greater latitude of modern practice, but to be consistent even with the rule laid down by Mr. Justice *Blackstone*, in the case of *Tyte* v. *Steventon* (2 W. Bl. 798), which has always been considered the foundation of the learning as to notices of trial, and in which he says, "There is no settled precise form of notice required. Sufficient if it apprises the defendant with certainty that the plaintiff means to proceed to trial." (See *Ginger* v. *Pycroft*, 5 D. & L. 554; and see, also, *Cory* v. *Hotson*, 1 L. M. & P. 23).

Exchequer Chamber—Rule as to Costs of Appeal to.

Young, appel., v. *Moeller*, respond., 6 Ell. & Bl. 681.

In this case, a verdict, which had been found for the appellants (defendants below) was set aside by the Queen's Bench, and a verdict entered for the respondent (plaintiff below). The defendants below having appealed under the Common Law Procedure Act, 1854, and the Court of Exchequer Chamber having allowed the appeal, an order for the costs of the proceedings in both courts was now sought from the Court of Appeal. The following general rule as to the costs of an appeal under the above provision was now enunciated by the court:—"Where the judgment below is *affirmed*, the respondent gets them; but the appellant does not get them upon a *reversal* of the judgment below." Hence in the above case no costs of appeal were allowed; the costs of the proceedings below were allowed to the appellants.

It may be observed, that, in laying down this rule, the court has followed the practice in error on a *judgment*, which has been long settled; for there are no costs in respect of the proceedings

in error given by the Exchequer Chamber in case of a judgment of *reversal* (see *Wyvil* v. *Stapleton*, 1 Str. 614, and since the Common Law Procedure Act, 1852, *Fisher* v. *Bridges*, 24 L. J., Q. B., N. S., 165), though on the *affirmance* of a judgment the judgment creditor is entitled to his costs under 3 Hen. 7, c. 10, and 8 & 9 Wm. 3, c. 11.

CERTIFICATE FOR COSTS—SHERIFF'S FEES FOR SPECIAL JURY.

Bennett v. *Thompson*, 6 Ell. & Bl. 683.

Two points of practice are to be noticed as having been decided by this case. In the first place, the certificate (under 13 & 14 Vict. c. 61, s. 12) of the judge who tries an action brought in a superior court, that it appeared to him at the trial that there was a sufficient reason for bringing the action in that court, and not in the county court, may be given and indorsed on the record *at any time after the assizes and before taxation of costs.* In the next place, the sheriff is not entitled to any fees from the party giving notice under the Common Law Procedure Act, 1852, that a cause is to be tried by a special jury, except the fee of one shilling for a copy of the panel; for his only claim to other fees would be such as he could establish under 7 Wm. 4 & 1 Vict. c. 55, and the table of fees sanctioned by the judges accordingly; and none there given are applicable to the present system, where a panel of jurors is summoned for all the causes to be tried.

LAW OF COMPOSITION—"DEBTS NOW OWING," MEANING OF, IN A DEED.

Fazakerley v. *M'Knight* (26 L. J., Q. B., 30).

The case of *Boyd* v. *Hind*, noticed in our number of the 21st ult., induces us to refer to another recent decision touching the law of composition between debtors and their creditors, without the intervention of the court. The plaintiff and the defendants had been in the habit of trading with each other; and in October, 1854, the plaintiff drew on the defendants a certain bill of exchange (the subject of the present action) for the amount of the balance then due from the defendants to the plaintiff.

After the defendants had accepted this bill, the balance above-mentioned became considerably reduced by goods they supplied to the plaintiff; and, in the particulars of demand, credit was given to them for this reduction accordingly. While the state of accounts remained thus, and before the bill of exchange became due, the defendants, being in difficulties, called a meeting of their creditors; in consequence of which, a composition deed was entered into and executed by the plaintiff amongst other creditors, to the effect that, in consideration of one H. A., to whom all the defendants' estate was assigned, covenanting to pay the creditors (parties thereto) 10s. in the pound, the creditors covenanted not to proceed against the defendants, either at law or in equity, for "any debt now owing" to them, and, if they did, the deed in question might be pleaded as a general release. When the plaintiff executed this deed there was a blank opposite his name in the schedule of creditors for the amount of the debt due to him; and this blank, without his authority, was afterwards filled up by the agent of the creditors, inserting the amount for which the above-mentioned bill of exchange had been drawn. It was the opinion of the judge at the trial that the effect of this alteration was to avoid the deed, *quoad* the excess of the sum inserted in the schedule over the balance actually due at the time the arrangement was entered into; and in this view the court above coincided. It was quite evident, they remarked, that, by executing the deed while the debt remained in blank, the plaintiff meant to say, "I release the debt due from you to me, whatever it may be—*i. e.* the balance due on the bill of exchange after allowing the set-off, not the debt for which such bill was drawn, notwithstanding the expression used in the deed of 'all debts now owing.'" "It would be strange, indeed," said Mr. Justice *Crompton*, "if in a large mercantile account one party were obliged to take a composition on the whole of a debt due to him, and to pay a cross debt due from him in full."

An important principle, then, may be drawn from the decision in this case, or rather from the reasons by which the court professed to be guided, and one to some extent applicable to all deeds of release—viz. that the expression "now owing," on which such a deed often professes to operate, is not in all cases the debt as originally incurred by the releasee, but may import the *balance* of such debt after having been reduced by any sum or sums which could be set off in an action for the original debt. The meaning of the expression depends, of course, on the circumstances of the case in each particular instance; but it is strongly in favour of such a construction as that above mentioned, that otherwise by the terms of the deed the debtor would be enabled to recover the whole of what was owed to him, while the creditor would receive only a moiety of his claim.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

Summary of Proceedings of the Council.

At their meetings in *March*, the Council, with the assistance of their Common Law Committee, proceeded to consider some of the details for carrying into effect the proposed alterations in the terms, circuits, and sittings, and suggested as follows:—

The first circuit to commence about Jan. 6th, and continue till the middle of February. Hilary Term to commence the 14th or 15th Feb., and continue till the 13th or 14th March. The sittings in London and Middlesex then to take place, and continue till the 13th or 14th April.

The second circuit, from the 14th of April to 24th or 25th of May. Easter term to be abolished; and Trinity to commence the 25th or 26th May, and continue to the 22nd or 24th June. The sittings in London and Middlesex to be held from 24th June to about 22nd July.

The third, or summer circuit, from 24th July to the end of August. Michaelmas Term to begin on the 1st Nov., and end on the 27th. The sittings in London and Westminster to commence immediately after Michaelmas term, and continue till the day before Christmas.

A question as to the appointment of perpetual commissioners to take the acknowledgments of married women, was considered.

The application of a solicitor to resume his practice, who had been out of the profession for eleven years, was considered, and an examination was suggested to the judge previous to the grant of an order. Other applications were made, on short notices, for renewing certificates, which appeared to be unobjectionable, the parties being about to enter into partnerships.

In one of the malpractice cases before the Master further evidence has been procured in support of the rule.

Questions were also considered regarding the sufficiency of service of clerkship whilst engaged in elections for members of Parliament.

A complaint against an attorney who had made considerable overcharges for the fees of counsel was considered; but it appeared that he had left his office, and his address was not known.

A further communication having been received from the Poor-law Board relating to the charges for parochial business by a person not a certificated attorney, inquiries were made into the circumstances, and an answer returned to the Commissioners.

A question of conveyancing usage was submitted to the Council as to the right of a solicitor to charge a procuration fee where part of the purchase-money was secured on mortgage of the estate.

The subject of the Annual Certificate Tax was considered with reference to the new Parliament; but it was not deemed expedient to take any step at present.

The following gentlemen have been approved as members of the Society during the month:—

John Eaton M'Leod Wylie, Grove, Clapham.
John Alexander Rudcliffe, Delahay-street, Westminster.
Philip Frederick James, Staple-inn.
Arthur Thomas Stephens, Bedford-row.
Philip Hubbersty, Wirksworth.
William Clarke, Bloomsbury-square.
Charles Frederick Murray, London-street, City.

Books were ordered to be purchased on the recommendation of the Library Committee.

Mr. Malcolm Kerr presented his edition of the "Commentaries of Sir Wm. Blackstone;" and the Ecclesiastical Commissioners, volume X. of Orders in Council.

EASTER TERM EXAMINATION.

The Examiners appointed for the examination of persons applying to be admitted attorneys have fixed *Tuesday*, the *28th April*, at the Hall of the Incorporated Law Society, in Chancery-lane. The examination will commence at ten o'clock precisely.

The articles of clerkship, and assignment (if any), with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before *Tuesday*, the *21st April*.

Where the articles have not expired, but will expire during

the term, the candidate may be examined conditionally; but the articles must be left within the first seven days of term, and answers up to that time. If part of the term has been served with a *barrister*, *special pleader*, or *London agent*, answers to the questions must be obtained from them, as to the time served with each respectively.

A paper will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts. 3. Conveyancing. 4. Equity, and Practice of the Courts. 5. Bankruptcy, and Practice of the Courts. 6. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer *all* the Preliminary Questions (No. 1); and also to answer in *three* of the other heads of inquiry—viz. *Common Law*, *Conveyancing*, and *Equity*.

The Examiners will continue the practice of proposing questions in *Bankruptcy* and in *Criminal Law and Proceedings before Justices of the Peace*, in order that Candidates who have given their attention to these subjects, may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Under the Rules of Hilary Term, 1853, it is provided that every person who shall have given notices of examination and admission, and "who shall not have attended to be examined, or not have passed the examination, or not have been admitted, may *within* ONE WEEK *after the end of the term* for which such notices were given, *renew* the notices for examination or admission *for the then next ensuing term*, and so from time to time as he shall think proper;" but shall not be admitted until the last day of the term, unless otherwise ordered. In case the testimonials were deposited in a former term, they should be re-entered, and the answers completed to the present time.

Reviews.

Pollock's Practice of the County Courts. Third Edition. By C. E. POLLOCK, and H. NICOL, Esquires, Barristers-at-law. H. Sweet. 1857.

Our views as to County Court Practices generally, and our opinion of the respective performances in this behalf of Mr. Archbold and Mr. Lloyd, have been so lately presented to our readers, that it is not needful to introduce the above work, published since we last wrote on the subject, with any prefatory remarks—except, indeed, with a passing observation altogether preliminary to an examination of the contents. Every author, we suspect, has some pet merit on which he secretly prides himself—some device by which he hopes to secure immortality; and we greatly mistake if the crowning excellence of the present volume in the eyes of its authors, is not its outward appearance. "This is a book which will take," we hear them say in their secret conferences. "It is well proportioned, and attractive in its form; and—crafty workmen that we are—we have given it a feature which none but ourselves and the spirited proprietors of the 'Post-Office Directory' have hitherto attempted. We have painted the edges of the leaves in divers rich colours, and thereby the divisions of our book are made evident to the meanest capacity!" For our part, however, we do not feel sure that Owen Jones *can* be safely imitated in law; and we confess an old-fashioned attachment to the sober colours to which our dulness has been habituated. Perhaps Messrs. Pollock and Nicol (if we have, indeed, detected a harmless vanity) would have been wise to recollect that in publishing books, as in other matters, self-discipline is pretty sure to be rewarded—so that it has been laid down as a fundamental canon for those writers who would attain true excellence, ruthlessly to blunt the point of the epigram, and to cancel the well-rounded paragraph with the pen of resolution. But to turn to more serious matters.

In many respects, the Amendment Act of 1856 wrought important changes in County Court law, and it is important to understand distinctly what they were, before a correct opinion can be formed as to the merits of the present edition of a work which—so far as it expounds the law as it previously stood—has long been before the profession. In this Act are embodied such of the recommendations of the County Court Commissioners in their Report dated in March, 1855, as the wisdom of our lawmakers thought fit to become the law of the land. And this Report may therefore, we think, be used with advantage by those who would construe the statute to which it gave birth. In this opinion we are happy to have the concurrence of our authors, for, as the Report commences with a luminous statement or sketch of the jurisdiction of the County Court as it existed at the date of the Report, this is printed *ipsissimis verbis* at the outset of the present volume (the additions rendered necessary by the legislation of the last year being added thereto), and forms seven out of the ten pages of the Introduction. Of this, however, we do not complain. The matter of a Blue Book is usually considered common property, and it would not have been easy to re-cast the information there given in as clear a form; but, at the same time, we do think some reference should have been made to the source from which such information was taken.

Passing, however, from these matters, let us test the accuracy and completeness of this edition by the light afforded by this Report, though our space forbids the attempt, except in reference to one or two passages to which our attention has been casually directed. Thus, one of the suggestions of the Commissioners is in reference to the power which litigants in the county court enjoyed under 13 & 14 Vict. c. 61, s. 17, to agree that certain of the actions excepted from the ordinary jurisdiction of the court should be tried therein nevertheless; and they advised that this power should be extended so as to allow *all* questions, whether of law or fact, in which the superior courts of common law have jurisdiction, to be tried, *by consent*, in the county court, with the exception, however, as before, of claims for damages in respect of alleged criminal conversation. But they added, that the provisions of the statute just named, as to the *mode* in which the consent should be given, should in their judgment continue; and if our readers will turn to the section in question, they will find that knowledge of the nature of the claim and amount in dispute must by it appear on the face of the agreement. Now, the Legislature has dealt with this suggestion thus—it has repealed the aforesaid 17th section of the previous Act altogether, and has replaced that provision by the 23rd section of the new statute, which enacts, in broad terms, that "the county court shall not have jurisdiction to try any action for criminal conversation; but with respect to all other actions which may be brought in any superior court of common law, if both parties shall agree by a memorandum signed by them or their respective attorneys, that any county court named in such memorandum shall have power to try such action, such county court shall have jurisdiction to try the same." Now, the first thing to remark here (but which, by the way, Messrs. Pollock and Nicol have *not* remarked, see p. 36), is, that the ingredient of *knowledge* appearing on the face of the memorandum is no longer essential—a mischievous omission, as we think, to give full effect to the suggestion of the commissioners, and caused by a superstitious dread of *forms*, which are sometimes most useful in their operation. It was a mistake to destroy the security which the former practice afforded that the matter in controversy was really understood; and the defect is one which ought to have been remarked upon, in a note at all events. But though we are told that "an extended jurisdiction by agreement, though more limited than the present, was given by 13 & 14 Vict. c. 61, s. 17," we are not informed that the section is now repealed, nor is the change in the practice above mentioned alluded to at all. The 23rd section of 19 & 20 Vict. c. 108, however, made a much more important alteration in the law than this, and one which deserved the closest attention from a careful commentator. It seems clear that its effect is to allow all the actions hitherto excepted from the jurisdiction of the county court (save only for criminal conversation, which remains as before), such as ejectment, libel, seduction, and the like, to be now triable therein *by consent*. We will leave our readers to judge whether, if this be so, it is sufficiently stated in the following paragraph as to jurisdiction by agreement, the jurisdiction in *ordinary* cases being first stated thus:—

"The Court has jurisdiction in all personal actions, where the debt or damage claimed is not more than £50, whether on balance of account or otherwise; but not (except by agreement of the parties, as to which see *post*), in any action of ejectment, or in an action in which the title to any corporeal or incorporeal hereditaments, or to any toll, fair, market, or franchise is in question; nor in any case in which the validity of any devise, bequest, or limitation under any will or settlement may be disputed; nor in any action for malicious prosecution, libel, or slander, criminal conversation, seduction, or breach of promise of marriage."

"EXTENSION OF JURISDICTION BY AGREEMENT.

"By the 9 & 10 Vict. c. 95, the jurisdiction was limited, as above stated with regard to actions in which any question of title came in issue; but by the 19 & 20 Vict. c. 108, s. 23, a far more extended jurisdiction is given, both as to the amount and nature of the claim which may be adjudicated upon, if the litigant parties agree thereto; and now, if both plaintiff and defendant agree, by a memorandum signed by them or their attorneys, that the court shall have power to try any action, if it be one

which may be brought in a superior court of common law, and not an action for criminal conversation, the court will have jurisdiction. This provision is confined to claims at common law; therefore, consent will not give jurisdiction in cases of partnership or intestacy."—p. 36.

We submit that, instead of the above, the passage should run as follows:—

EXTENSION OF JURISDICTION BY AGREEMENT.

By the previous statutes, the jurisdiction of the county court extended only to cases where the debt or damage did not exceed £50, and was excluded altogether in cases of ejectment, or where the title to hereditaments, &c., came in question, and in cases of malicious prosecution, libel, slander, criminal conversation, seduction, and breach of promise of marriage; but now, by 19 & 20 Vict. c. 108, s. 23, these limitations and exclusions are taken away, in any case in which the litigant parties may agree to waive them; and if both plaintiff and defendant agree, &c.

Again, the very recent case of *Heard* v. *Edey* (see 5 W. R., Ex., 353), induced us to examine the way in which the 30th section of the new Act, on which that case was decided, has been treated in the work before us. After a statement as to the general rule depriving a plaintiff of costs who sues in a superior court and recovers less than £20 in an action in covenant, debt, detinue, or assumpsit, we find the following paragraph:—

"UNLESS JUDGMENT GOES BY DEFAULT.

"It was held, under 9 & 10 Vict. c. 95, that where a defendant suffered judgment by default, and the damages were assessed under a writ of inquiry, the provisions of the statute which deprives the plaintiff of costs did not apply. By the later Act, 13 & 14 Vict. c. 61, this exception was established by express words; and this has been held to apply to interlocutory as well as to final judgment of default. By the 19 & 20 Vict. c. 108, s. 30, however, if a plaintiff in a superior court recovers, in an action of contract, by judgment by default a sum not exceeding £20, he is deprived of costs *unless he obtain a certificate.*"—p. 44.

Now, we are at a loss to understand why Messrs. Pollock and Nicol should have preferred the words we have printed in italics to those which Parliament used—viz. "unless, upon an application to such court or to a judge, such court or judge shall otherwise direct." And the substitution is the more unfortunate, because it was on the construction of those words that the above case turned. It is true this could not have been foreseen, but the phrase used by our authors is positively faulty, and gives rise to a misconception. The 19 & 20 Vict. c. 108, s. 30, says nothing whatever about any "certificate." Its concluding words, taken by themselves, would seem to point to an arbitrary discretion, vested in the court or judge, to give or withhold costs on the defendant suffering judgment by default in such an action; and it is only by consulting the Report that we are guided to their true construction. But we there find a suggestion that a judgment suffered by default in an action on contract below £20, should not, for the future (as it did when the Commissioners wrote), *generally* exempt the plaintiff from the penalty of losing his costs, but that it should still so exempt him in cases in which the superior court had, by sect. 128 of 9 & 10 Vict. c. 95, a concurrent jurisdiction; for example, where the parties resided more than twenty miles apart. Now, here again, the latter part of the suggestion has not been expressed in the words of the new statute; but in this instance we think that the omission is supplied by the course of previous legislation on the subject still unrepealed.

Another objection to the turn given to the 30th section as it appears above, is, that the important distinction between an action "brought to recover" (which is the expression in the Act), and an action "in which the plaintiff recovers," is altogether overlooked. It is where the sum *claimed* does not exceed £20, and then only, that the new enactment takes effect. It should also have been stated expressly, and not merely by implication, that the practice as to judgment by default in actions of *tort* remains as heretofore.

Before we conclude, we would observe that there is one abuse of the powers committed to county court judges which has not unfrequently come before the public; and in its attempts to remedy which, the new Act appears singularly defective. We allude to the right claimed by some of the judges to incarcerate a defendant who has obtained his final discharge as an insolvent, for a debt duly inserted in his schedule. We are ashamed to add, that there is much reason to believe that this oppression has been caused by petty jealousy, and by a struggle for power which cannot be spoken of too severely. Neither can we concur in the belief expressed by the Court of Common Pleas in *Abley* v. *Dale*, that the Legislature intended to intrust to the "gentlemen discharging the important duties of local judges" any discretion to commit such manifest injustice. On this topic, the Report is (for Commissioners, after all, are human) impenetrable in its obscurity; but without its assistance, some glimmerings of the facts seem to have reached the parliamentary mind. There has been a blunder of course; the peccant section has not been hit; but still, one which had some slight connection with the point in dispute was hunted up and repealed; and hence we may hope, that, when the reformation of our law statutes is again able to interest the public, some measures will be taken to give a proper meaning to the expression "unsatisfied judgment," in the *ninety-eighth* section of the 9 & 10 Vict. c. 95. This the present Act leaves untouched, though it has fallen foul of the comparatively harmless 102nd section of the same statute, which only prevented a debtor committed by a County Court judge for contumacy, from procuring his discharge by going through the Insolvent or Bankrupt Courts.

The Country Solicitor's Practice in the High Court of Chancery; with an Appendix of Forms. By JOHN GRAY, Esq., Barrister-at-Law. Fifth Edition, by DAVID GRAY BEGG, Esq., of Lincoln's-inn. Lumley. 1857.

The utility of Mr. Gray's "Country Solicitor's Practice" is best proved by the general favour with which it has been received by the profession; and we are glad to find that a new edition, embodying the numerous and extensive alterations which have been made in Chancery proceedings of late years, has been lately published under the direction of the author himself. The work, as it is now presented, is an admirable manual of the present Chancery practice, and will be found of especial value to those for whom it is particularly written. Though the country solicitor has comparatively little to do with the management of suits when they are once instituted, as the duty then devolves almost entirely upon his London agent, yet it is of the highest importance that he should have at least a general acquaintance with the nature of the principles and proceedings of courts of equity. The consequences of ignorance on the subject are sometimes very embarrassing to his agent in town, and very injurious to his client. If it do not lead both himself and his suit into awkward dilemmas and bewildering perplexities, it will at all events involve him in a great deal of troublesome correspondence with his agent, that would otherwise have been unnecessary. Its most disastrous result is generally exhibited in those stages of a suit where time is material, and the country solicitor lets the period pass by in which he ought to have done something which he considered it important to do, but which he failed to do in proper time from want of information. Nor should it be overlooked, that, even before a suit is commenced, it is often of great importance that the country solicitor should be able to advise his client as to the special nature of his remedy for any injury that he has suffered. It is frequently remarked of practitioners whose business makes them more familiar with common law than with equity courts, that whenever they are at a loss to discover a remedy at common law, they always assume they must be safe in going into Chancery, forgetting Mr. Baron *Bramwell's* remarks in *Stimson* v. *Hall* (5 W. R. 367)—"that it is an error to suppose that a court of equity acts according to no rules save some vague justice applicable to the particular case;" and that, in fact, it is "guided by defined rules and recorded precedents," almost as completely as any of the courts of common law.

While it is by no means necessary that every country practitioner should acquaint himself with all that the antiquarian research of the late Mr. Spence has brought to light, or even with the less elaborate commentaries of Mr. Justice Story—both of which require a large amount of collateral reading to make them useful, and sometimes to make them quite intelligible—no man who undertakes legal business ought to be destitute of some general notions of the nature of equity jurisdiction—how far it is exclusive of, where it is concurrent with, and where it is supplemental to, the jurisdiction of courts of common law. It is, however, as a general rule, sufficient for the solicitor's purpose that he knows as a matter of fact in what cases the proper remedy is by bill or information, and in what cases it is proper to have recourse to an action at law, a *quo warranto*, or a *mandamus*, without bestowing any particular pains in informing himself as to the origin of the exclusive, conflicting, or concurrent jurisdictions, or even as to the grounds which are sometimes asserted to exist in reason and the nature of things for these distinctions. Such at least seems to be the view which Mr. Gray has taken of the matter; and we think that this view has materially tended to make his book so very useful as it has proved to be to persons engaged in practice.

The chapters relating to proceedings in the judges' chambers will recommend it to the London solicitor, who will find there everything he wants to know about the practice before the

judge at chambers, and before his chief clerk; so far, at least, as the practice is settled or intelligible. To both the London and the country solicitor equally, the Appendix at the end of the book will be valuable. We are not aware of any work which contains a more useful collection of forms adapted to the present state of practice. There is hardly a matter that could arise in the progress of a suit, where a precedent might be of utility, for which we may not discover one in this Appendix. The Forms include affidavits under the Trustee Relief Act—as to the production of documents—verifying accounts—proving mortgage, judgment, and bond debts—in support of pedigree, &c.

We have no hesitation in saying that Mr. Gray's *Practice*, as it now stands, will be of the greatest usefulness to country practitioners, and others who are not very familiar with the proceedings of courts of equity; and while it cannot pretend to rival such books as those of Mr. Daniell and Mr. Ayckbourne on the same subject, with solicitors who devote themselves to Chancery, and therefore do not require to be instructed in its rudimentary knowledge, nevertheless, even to such persons, some portions of Mr. Gray's book will be found extremely useful; and not the less so because it is not over-burdened by a multitudinous citation of cases—a fault to which legal writers of modern times are too prone.

It ought to be mentioned, for the information of those who possess a copy of any of the earlier editions of this work, that the present edition has been almost re-written, in order to incorporate, in the most convenient manner for reference, all the sweeping alterations which have been effected by the Chancery Amendment and other recent Acts, and consequent General Orders. All that part of the book which in former editions related to the practice as to criminal information, *mandamus*, *quo warranto*, and *certiorari*, has been omitted in th fifth edition, it having been transferred to another work by the same author, where it is now more properly placed.

Juridical Society.

A meeting of this society was held on Monday, the 23rd ult., at its rooms in St. Martin's-place, Trafalgar-square—Mr. Harris Prendergast in the chair. Mr. N. Lindley read a paper on "The Principles which govern the Criminal and Civil Responsibilities of Corporations."

The learned reader observed, that he had been led to the inquiry which was the subject of the paper by being forcibly struck with the apparent injustice to which the doctrine of law relating to the common seal so often gave rise—a doctrine which, though sanctioned by time and the high authority of great men, was, like many others of which the same might be said, still open to discussion in point of principle. A corporation was usually said to be an ideal person, composed of a number of individuals, the collective whole being, juridically speaking, distinct from its component parts. It was, however, plain that the word "person" was here used in a technical, and not in its ordinary, signification. Physically and morally speaking, there was no resemblance between a corporation and a person; in point of fact, a corporation was not capable of acting or forbearing to act, of assenting or dissenting, of willing either good or evil, of doing either right or wrong. In what respects, then, did a corporation resemble a person? In the early stages of civilisation, rights and duties were attributed only to natural individuals, or to persons, in the ordinary sense of the word; but as civilisation advanced, and the transactions of men became more and more complex, it was found advantageous, for the purpose of attaining ends liable to be thwarted by the death of individuals, to invent a being in which rights and duties might permanently reside. When a corporation, therefore, was said to be a person, what was meant was this—It was a body created for certain purposes, endowed by law with certain privileges, and with the faculty of acquiring rights and incurring obligations. Its capacity, unlike that of natural persons (which is unlimited), where not expressly limited, is restricted at its creation by the purposes for the attainment of which it is invented; for it is only with reference to such purposes that personality can be predicated of it. The person thus created, the object thus personified, is subject to law, and is protected by law, and is therefore capable of suing and being sued, in order that its rights and duties may be effectually enforced. Again, the power of exercising privileges (whether they be favourable or onerous), and of acquiring rights and incurring obligations, presupposes a power of willing and of acting; and a capacity to will and to act is, therefore, a necessary attribute of every corporate body. But the power of willing and of acting—of transacting business between man and man—must of necessity be exercised by living people; and a body corporate can only be said to act, or not to act, to assent or dissent, when the conduct of some actual human being is by law imputed to it, and treated as if it were the conduct of the fictitious person. The will and the acts of a body corporate are nothing more or less than the real, unfictitious will and acts of some one or more individuals, imputed, however, on some intelligible principle, not to them as natural persons, but to the body corporate, which is endowed with personality for the very purpose of being treated as if it had a will of its own, and were capable of acting, or not acting, more or less after the fashion of mankind.

The question, whether any act or omission conferred a right or imposed a liability on a corporation, became resolved into two others—viz., 1st. Who did or omitted to do the act? 2nd. Supposing the corporation to be an individual, was there any recognised legal principle or sound analogy by virtue of which the supposed individual would be responsible for the act so done or omitted by another? The person or persons whose acts or omissions could be imputed to the body corporate must be, in the first instance, those to whom the management of the affairs of the corporation was, by its constitution, entrusted; afterwards, there might be other persons appointed by the first, in the exercise of the express or implied powers with which they, as directors, were endowed. A stranger could not represent the body corporate, neither could any one or more individual corporations, inasmuch as a corporation was a totally distinct person from the individuals composing it. By no legal principle could the conduct of any person be imputed to a corporation, unless authorised to act on its behalf, either immediately, by the act of incorporation, or mediately, by appointment under some express or implied powers thereby conferred. Those persons were the only ones whose acts or omissions could be treated as the acts or omissions of the corporation.

With respect, then, to crimes—Could a corporation be guilty of a crime? Some jurists said, "Yes;" but it appeared to the reader that "No" was the proper answer to the question. No one was responsible for a crime who was not personally party or privy to it, and it was only by a fiction that a corporation could be deemed guilty of a crime. The punishment, also, of a fictitious person must be imaginary, and, as such, wholly useless. Those who contended that corporations could commit crimes were driven to make exceptions: for no jurist maintained that adultery or bigamy could, on any principle or by any analogy, be imputed to bodies corporate. At the same time, it must be acknowledged that corporations might be guilty of offences, the remedy for which was a public prosecution—*e. g.*, the non-repair of a highway.

Then, as to civil responsibility:—Capacity to acquire rights and incur obligations does not always depend on a *de facto* exercise of will, for that capacity was attributed to infants and lunatics, whose exercise of will was juridically ignored. Again, the law of agency punished principals, by which law the acts of one person might be treated as the acts of another. A corporation might be compared to a principal, who gives to his agent all powers and authorities necessary for the accomplishment of the ends for which the corporation was called into existence.

Applying, then, to corporations the familiar doctrines of agency, all torts, of whatever kind, for which a principal having given such authority as is conferred by the act of incorporation would be liable, might, if done by the express or implied authority of the governing body of the corporation, be deemed corporate acts, and might be held to impose liabilities on the corporate body. It had been held, in the case of *Stevens* v. *The Midland Counties Railway* (10 Exch. 356), that an action for malicious prosecution would not lie against a corporation. This decision appeared to be right, upon the ground, that, even if a corporation could be actuated by bad motives, it would not be civilly liable for the malicious acts of one endowed by it with such powers and authorities as alone could be supposed to be conferred by a corporation. As to contracts: no contract could be entered into by a corporation which was *ultra vires*, or entered into in the exercise of powers and authorities not conferred expressly or implied by the law creating the body corporate. All contracts were in reason imputable to a corporation, provided the will of one of the parties could be shown to be the will of those individuals to whom the management of the corporate affairs was intrusted. This led to the consideration of the evidence by which a corporate contract must be shown to exist. The seal had its origin in times when writing was comparatively a rare accomplishment; but no satisfactory reason could be adduced for the English doctrine that nothing but a seal could be evidence of the corporate will. Sup-

posing that the majority of a duly-convened meeting of members are the persons intrusted with the management of the corporate affairs, it followed that the will of the corporation was the will of such majority; and, if so, whatever was evidence of the will of the majority, must be evidence also of the will which the corporation was supposed to exercise. Suppose again, that some officer of a corporation, not having power to bind it, entered into a contract on its behalf, and reported the fact to a duly-convened meeting of its members, that the matter was discussed and approved unanimously, and, then, that a minute to that effect was formally made, could it be said in reason that that ratification ought not to be imputed to the body corporate? Why was it less the act of the body corporate than a document sealed by their authority? Where was the magic of the seal? It was not denied that a seal was a convenient mark whereby to signify to the world the fact that the document had been finally approved by the proper authorities; but what was contended was, that to deny validity to contracts, similarly approved, solely because the seal was absent, was to sacrifice substance to form, and was as unjustifiable in principle as the absurd old English rule which compelled a man to pay his bond twice over, because the first time he neglected to take a release under seal.

The strictness of the rule denying validity to unsealed contracts of corporations was being gradually relaxed; the whole law relating to the subject was obviously in a state of transition; and an attempt was being made, not unsuccessfully, to introduce, by way of exception, the doctrine that contracts which could be looked upon as incidental to the purposes for which a corporation was created, should be valid, though not under seal. This rule ought obviously to be of general application. In America, the strict law requiring in every case the existence of a common seal was wholly exploded; and it was hoped that such would soon be the case in this country also.

Lastly came the case of quasi-contracts, or all acts or forbearances which not being unlawful gave rise to rights and obligations without the intervention of any genuine promise, express or tacit. The effects of such acts or forbearances are similar to those which would have been produced by a genuine contract. Such were the obligations which, in the language of the civilians, arose "*ex re*," "by the force of circumstances," "*utilitatis, æquitatis causâ*;" and which were indicated by the maxims, "*Qui sentit commodum sentire debet et onus*," and "*Nemo debet locupletari ex alterius incommodo.*" The English phrase, "implied contracts," was one of too great ambiguity to represent this class of contracts. The principles which bound persons *quasi ex contractu*, were at least as applicable to corporations who obtained materials and services from others, as to infants who were supplied with such necessaries as gold latch-keys and onyx studs. In the case of *Diggle* v. *The London and Blackwall Railway Company* (5 Exch. 442), the plaintiff had, with the full knowledge and at the request of the officers of a corporation, executed considerable works for it, and, on claiming payment, was turned round because he could not produce a contract under seal. Surely this was wrong. To hold that the corporation, taking the benefit of the plaintiff's work, was not bound to pay for it, was cruel in the extreme. The object of the paper was to show that some of the harsh decisions to be found in the books arose from a departure from and not from a conformity to the principles which ought reasonably to be applied to the solution of the question, whether any particular act could by law be held to cast responsiblity on a corporation? Corporations were civilly responsible *quasi ex contractu* upon precisely the same principle as ordinary individuals, and subject to such qualifications as might be rendered necessary by the circumstance that corporations exist for certain definite purposes.

In the course of the paper Mr. Lindley referred to several authorities in the civil law, and to the works of Pothier and other foreign jurists.

Alteration of the Law relating to Goods and Mercantile Documents.

LETTER FROM MR. WESTON TO BARON ROTHSCHILD.

Sir,—I understand that Mr. James Freshfield and Mr. Lavie have given directly opposite opinions on the alteration of the law relating to goods and mercantile documents, proposed at the meeting over which you lately presided.

It would be difficult to say which of those gentlemen is entitled to have the greater weight attributed to his opinion, *per se*. It would be difficult also to point out any member of our branch of the profession, or indeed of either branch of the profession, to whose opinion greater weight should be attributed than to that of either the one or the other of those gentlemen upon the particular question in dispute.

As my attention has necessarily been much directed to questions connected with warrants and similar documents, and my experience extends over many years, I feel that I may, without presumption, offer an opinion on the subject, with the hope that it may be of some use in guiding those who may be in doubt under the conflicting opinions before them.

I understand Mr. Freshfield to be of opinion, that the law should remain as it is. This will leave an innocent party making advances, or purchasing goods, subject to the risk of losing his money, if the title of the party with whom he deals is affected by some concealed fraud. Mr. Freshfield may think that this will only occur now and then, and that, unless the loss is of frequent occurrence, there is not sufficient ground for an alteration of the law; but a party standing in the position of Mr. Merry may say, "These things may not often occur, but I may be let in for a loss of £80,000 or £100,000, and I shall be ruined—I shall never feel safe."

As a remedy, Mr. Lavie proposes that an innocent party shall be entitled to hold the goods, if they were bought or advanced upon in the ordinary course of trade, and that the true owner shall be bound by the transaction, provided the person making the contract shall have the possession of the merchandise at the time of the contract, and shall deliver over the same—although the goods or documents of title may have been stolen only five minutes before. Mr. Lavie will perhaps say that thefts only occur now and then, and may be considered as exceptional cases, and that the requiring the transaction to be in the ordinary course of trade is a sufficient protection. This, however, as Mr. Gassiot, I believe, remarked at your meeting, is something like legalising robbery. To require that the transaction should be shown to be in the ordinary course of trade is not a sufficient protection. It is not very difficult for such a person as the Mr. Anderson who figured in Mr. Merry's case, when he has made all his arrangements for "bolting," to get into the counting-house of a leading firm, and, without any culpable negligence on the part of the owner, to pocket a couple of indorsed warrants for ten hogsheads of sugar each. He goes immediately to some Mr. Merry—gets an advance of a large part of the value—the tidal train is just about starting—in twelve hours he is in Paris, and the next evening he is in Basle. The loser of the warrants would have no redress, because it would be proved that Anderson was well known in the trade, and that it was quite in the ordinary course of business to make him an advance on the warrants.

Mr. Freshfield's plan encourages carelessness in the owners of goods, and is a "heavy blow and great discouragement" to parties whose business it is to make advances on mercantile documents. Mr. Lavie's plan is (of course very much against his feelings and intentions) an encouragement to thieves, and violates our notions as to the sacredness of property.

It appears to me that the truth, as is often the case, lies between the two extremes.

I venture to recommend to the consideration of yourself and of the committee, who, I presume, still have the subject under consideration:—First, that the law should be left as it now stands with reference to goods or mercantile documents stolen, and to titles to goods affected by forgery, excepting in cases where it shall be shown that the owner has facilitated the theft or forgery by gross negligence, in which cases he should have no redress. Secondly, that the law should be altered as proposed by Mr. Lavie with reference to cases in which goods or mercantile documents have been obtained by fraud of any kind, or under any circumstances, not involving theft or forgery.

The law may reasonably exact that an owner of goods shall take due care of them; but if he (or the party whom he may have intrusted with the custody thereof) is not guilty of any negligence, the law should, I think, maintain the sacredness of his title against all thieves, or persons claiming, however innocently, under thieves.

The law again may, for the general convenience of mercantile transactions, reasonably exact that every owner of goods shall exert such vigilance as not to be, under any circumstances whatever, defrauded of them; and if he is not sufficiently vigilant or astute to prevent his being now and then taken in, he must suffer the occasional penalty, rather than the mercantile community be kept in constant doubt as to the validity or safety of their transactions.

"Vigilantibus non dormientibus subveniunt leges."

In the very case of *Kingsford* v. *Merry*, the plaintiffs seem to have been guilty of *crassa negligentia* in giving Anderson an order for the transfer of the goods into his name upon his *ipse dixit* that they belonged to him, instead of requiring him, according to the ordinary course of business, to get Leask's indorsement of the delivery order in his favour; and if this point, which has been very little adverted to, had been kept in view, little commiseration would have been felt for the plaintiffs if they had lost their property. To say that every man who has been defrauded shall be entitled to recover his property from parties, however blameless, is to induce him to rely on the protection of law rather than on his own vigilance and caution.

I submit, that the rules which I have suggested would facilitate to a very great extent mercantile transactions, and give confidence where it will not otherwise be felt, without unduly trenching on the rights of property.

It is true, that, by an alteration of the law to the extent above proposed, additional facility for fraud will be afforded; but it may be hoped that this will be counteracted by the increased vigilance which parties will find they must exert.

In all cases of fraud one of two innocent parties must suffer. It seems not to be an unreasonable rule that the party to suffer should be the one who has suffered himself to be deceived. The principle which has been acted upon in reference to merchants and factors applies, though with somewhat less force, to cases of fraud. The merchant selects his own factor, and thinks fit to place his confidence in him. Who is to suffer if the confidence is misplaced? The law says, the merchant is to suffer; not the party whom he would otherwise, though not intentionally, have contributed to defraud. So in cases of fraud, the owner of goods is induced to part with his goods without payment, in the belief that it will be all right. Who is to suffer, if he has been cheated, and if the goods have been bought or advanced upon *bonâ fide* by a third party? The law may well say, the party who chose to place confidence in an unworthy person. Take the very case of Messrs. Kingsford. Anderson produces a document showing a title in Leask only, but asserts that the goods really belong to himself. Messrs. Kingsford had, I understand, large transactions with Anderson. They thought that Anderson would not deceive them, and gave him a transfer order. Surely they ought to bear the consequences, not the party who would otherwise be defrauded through their instrumentality. The law ought not to encourage the carelessness in dealing which may arise from its being felt that, though the party trusted may cheat other persons, the law will not allow the owner to be cheated, but gives him the right to follow his goods.

It is, I think, desirable that warrants, delivery certificates, and delivery and transfer orders should be assimilated to bills of lading, so as to be deemed to pass such property or title as the party indorsing or signing the same had at the time in the goods represented thereby, together with all his rights and remedies against the parties issuing the warrants, or holding the goods, in whatever character. This, however, does not properly arise upon the present discussion, nor do some other points connected with warrants and delivery certificates, which are worthy of consideration by merchants—*e.g.* the mode of guarding against loss from the warrants relied upon having been issued for goods not existing, or from double warrants being issued for the same goods, or warrants being issued without the sanction of the owners, or in favour of wrong parties. In the case of warrants of private wharfingers, these points are very material, as instances have actually occurred of large advances having been made, as was supposed, on the security of goods, when, in fact, the lender only had the personal liability of the wharfinger, to whom he probably would not have advanced £1,000 without more substantial security. In dealing with the warrants of the large Dock Companies, the latter points are not of much practical importance.

Before concluding, I would notice that a misunderstanding seems still to prevail as to the much-vexed case of *Kingsford* v. *Merry*, the immediate cause of the present discussion. It seems to be generally supposed that the law laid down by the Chief Baron, and supported by the Court of Exchequer, has been overruled by the Court of Error. I apprehend this is not the fact. The Chief Baron and the Court of Exchequer had the power of drawing their own conclusions from the facts proved at the trial, and they drew the conclusion that the relation of vendor and vendee subsisted between the plaintiffs and Anderson. The Court of Error, however, was bound by the statement of facts as appearing in the case which came before them on appeal, and, according to the *Weekly Reporter*, it seems to have been stated thereby that the plaintiffs gave the delivery order [or rather "transfer order"] to Anderson, and dealt with him as the assignee, not as purchasing goods from them, but as having purchased them from Leask, and that Anderson had no authority to receive but only to inspect the goods. Upon this statement the Court of Error held that the plaintiffs and Anderson never did stand in the relation of vendor and vendee, and that there was no privity of contract between them; and accordingly they reversed the judgment of the Court of Exchequer, in which it would seem they would have concurred if the plaintiffs and Anderson had stood in the relation of vendor and vendee. There appears, therefore, no ground for supposing that the two courts differed upon a point of law which would leave the law in great uncertainty, or for supposing that the Lord Chief Baron was wrong in point of law, which would to some extent diminish the confidence of the mercantile community in the decisions of that eminent judge.

I have the honour to be, Sir,
Your most obedient servant,
JAMES WESTON.

31, Fenchurch-street, Feb. 28, 1857.

Parliamentary Practice on Private Bills.

Parliamentary practice is a branch of the profession which has attained a larger growth, in a few years, than any other portion of it. With the exception of a few solicitors, who were engaged in prosecuting bills for the first railway companies, and members of the profession who had occasion to apply for Private Estate Acts, few solicitors, until within the last twelve years, had any knowledge of the practice of Parliament. If a client wished to oppose a private bill, the business was looked on as an interruption to the regular work of the office, and everything was turned over to the parliamentary agent, and as little as possible done by the solicitor.

Formerly, parliamentary agents, or, at any rate, the leading practitioners, were officers of the House of Lords or Commons, who, either alone, or in partnership with others who were not on the establishment, conducted the business through all the formal stages for solicitors. A resolution of the House of Commons, in the year 1835, put a stop to all practice by clerks of that House, and the consequence was that independent firms were established outside the House. The only qualification to become a parliamentary agent is to sign a declaration at the House of Commons, and, if required, to give security to the amount of £500 for obedience to the orders of the House. The parliamentary agents proper—*i. e.*, those who do not practise as solicitors as well—comprise amongst their number solicitors, barristers, and several gentlemen who have not received a legal education. Attempts have been made, from time to time, to get a resolution of the House passed, that no one shall practise as a parliamentary agent who has not been admitted as a solicitor, but without success. This question does not affect the present topic. The London solicitors have the remedy in their own hands, if they do not wish to employ a non-professional man, by conducting their own business. One thing must be borne in mind, however, which is, that it is useless for them to attempt this, unless they are prepared to devote much time and attention to it, as it is absolutely necessary to watch the progress of the business from day to day. At all events, it is a more dignified proceeding for the profession to put their own shoulders to the wheel, and make themselves independent of parliamentary agents, rather than to endeavour to extinguish that branch of practitioners by order of Parliament. Parliament is a court open to all; and if solicitors will not learn the practice, they must depend upon those who are daily engaged in it.

Parliamentary agents proper number amongst their ranks several excellent men of business, and of great experience; and, on the principle of division of labour, are invaluable to those who either have not time or inclination to attend to their own business; but still, it cannot be forgotten that parliamentary agency is a branch of the solicitor's business, as much as Chancery and common law. It is proposed to give, from time to time, a few outlines of parliamentary proceedings, with the hope of assisting solicitors in conducting their own business.

A most excellent and interesting work on the Law and Practice of Parliament has been published by Mr. Erskine May, one of the clerks of the table of the House of Commons; but although invaluable as a work of authority, it does not comprise the details which are needed by a solicitor in conducting the preliminary stages of private bills.

Reverting to the rapid rise of parliamentary business, it will be remembered that the memorable years 1845 and 1846 brought

to light the mysteries of parliamentary proceedings. There was not a solicitor of any standing who was not directly or indirectly concerned in prosecuting or opposing some private bill Nearly one thousand petitions for bills were presented to Parliament in 1846, and between three and four hundred private Acts were passed. Ever since that period, there has always been a steady amount of business, fluctuating, as a matter of course, with the state of the money market, and the spirit of speculation. Owing to the rapid strides which have taken place in all commercial pursuits (irrespective of railways), docks, harbours, piers, and other works of great magnitude have been required, and the demand for them has increased the number of applications for private Acts. Again, the improvement of country towns has occupied much attention, and private bills for the establishment of gas and water works, and for other measures of health or of convenience, occur constantly. The railway companies, also, are constantly obliged to come for new powers enabling them to make branches, or for the regulation of their capital.

It does seem strange, with this accumulation of business constantly recurring, that the practice of Parliament is still a "*Lex non scripta.*" The practice, however, has shaken down, so to speak, into a regular system, and is dependent, to a great extent, on precedents and rules, which are generally understood by those who are daily in the habit of attending the committees.

The standing orders of both Houses are now assimilated as to most points of formal proceedings, but in all judicial proceedings before opposed committees much is left to the discretion of the members forming the committee as to who shall, and who shall not, be heard, and what evidence shall be received against the preamble and clauses of the bill. There is, however, one very important body in the House of Commons—viz., the Select Committee on Standing Orders—which is composed of business members, who pay great attention to the conduct of private bills, and to whom are referred all points relating to standing orders, where there has been any non-compliance with the orders of the House, or when it is sought to have any order relaxed in special cases, or to get an instruction to any particular committee moved in the House. The Standing Order Committee relieve the Speaker of a very onerous part of his duty; and not only do they form a tribunal for protecting promoters and opponents from injustice, which might arise from either side taking an unfair advantage of the technicalities of the business, but in all cases of difficulty the leading members of that committee are appealed to by the Chairmen of Committees on opposed Private Bills, for their advice and experience on questions of practice. In short, it may fairly be stated that no paid or unpaid judicial body work better, on the whole, than the Standing Order Committee.

The Chairman of Ways and Means is *ex officio* chairman of all unopposed committees, and has virtually an absolute power in settling and determining the provisions of bills. Two other members sit with him, but, in reality, the chairman settles the bill.

In the House of Lords, the Lord Chairman is, as a general rule, the sole and absolute authority on all questions of standing orders. In unopposed cases his word is law; but in opposed cases some of the members of the Standing Order Committee of the House of Lords sit with him. There are about forty members of that committee, though it seldom happens that more than ten attend. Of course, the duties and jurisdictions of these several committees will be a subject of future consideration in tracing the progress of a private bill through all its stages; but it is thought better to give the above short outline in the commencement, as the great object is not to write a treatise (which has been ably done by Mr. May) but to give the practical details of the business, in order to give the solicitor, who has parliamentary business put into his hands for the first time, some idea where to begin, what he will have to do, and what he will have to pay.

It would be impossible, in anything short of a three volume book, to set out in detail the proceedings on every kind of bill which can be the subject of parliamentary legislation. Both Houses of Parliament have rendered such a course unnecessary, by classifying the bills under two heads—viz. First and Second Class Bills. They are as follows:—

The First Class Bills comprise the following objects:

Burial Ground—Making, maintaining, or altering.

Charters and Corporations—Enlarging or altering powers of.

Church or Chapel—Building, enlarging, repairing, or maintaining.

City or Town—Paving, lighting, watching, cleansing, or improving.

Company—Incorporating or giving powers to.

County Rate.

County or Shire Hall—Court-house.

Crown, Church, or Corporation Property, or *Property held in Trust for Public or Charitable Purposes.*

Ferry.

Fishery—Making, maintaining, or improving.

Gaol or House of Correction.

Land—Inclosing, draining, or improving.

Letters Patent—Conferring, prolonging, or transferring the term of.

Local Court—Constituting.

Market or Market-place—Erecting, improving, repairing, maintaining, or regulating.

Police.

Poor—Maintaining or employing.

Poor-rate.

Powers to sue and be sued—Conferring.

Sewers and Sewerage (Lords only).

Stipendiary Magistrate or any Public Officer—Payment of; and continuing or amending an Act passed for any of the purposes included in this or the Second Class, when no further work than such as was authorised by former Act is proposed to be made.

The Second Class of private bills are bills for making, maintaining, varying, extending, or enlarging any

Aqueduct, Archway, Bridge, Canal, Cut, Dock, Draining—Making or maintaining any cut for drainage, being a new work, when it is not provided in the bill that the same shall be not more than eleven feet at the bottom.

Embankment—For reclaiming land from the sea or any tidal river.

Ferry—Extending or enlarging, where any work is to be executed.

Harbour Navigation, Pier, Port, Railway, Reservoir, Sewer, Street, Tunnel, Turnpike, or other Carriage Road, Watercourse.

The only variation between the classes in the two Houses is, that in the Lords' Orders sewers and sewerage are classed in the first list, as well as in the second; but the first mention of sewer is applicable only to cases where no new cut, exceeding eleven feet in width, is contemplated, or (as defined by Mr. May) such work as would come under the provisions of a Town's Improvement Bill.

As a general rule, therefore, it may be laid down that a First Class Bill is a bill for conferring powers on companies, corporations, or local authorities, where no works are to be executed; and a Second Class Bill is a bill for obtaining powers to execute works, and to acquire land and houses compulsorily for that purpose. A Second Class Bill must necessarily comprise very many of the powers, and require compliance with all, or nearly all, the formal proceedings incident to a First Class Bill. A First Class Bill, on the contrary, is much simpler to conduct, and is not fettered with many of the requirements which Parliament imposes on the promoters of Second Class Bills.

It will not be out of place here to refer to the Joint-Stock Companies Act, which was passed during the last session of Parliament. By that Act, the former Acts were repealed, and, consequently, one part of the practice has been discontinued—viz. the provisional registration of companies before issuing the prospectus.

The Joint-Stock Companies Act is very valuable, where it is desired to incorporate a company with little expense; and in cases where it is doubtful whether or not it will be necessary to apply to Parliament, no harm can be done by registering under that Act, as the expense is trifling. When compulsory powers are *not* required, the facilities necessary for carrying on a company are easily obtained. The Joint-Stock Companies Act, however, does not meet all cases, and railway companies and other large bodies cannot be effectually governed without the aid of Parliament. By the provisions of the Joint-Stock Companies Act (19 & 20 Vict. c. 47), it is enacted, that not more than twenty persons shall, after the 3rd day of November, 1856, carry on in partnership any trade or business having gain for its object, unless they are registered as a company under the Act, or are authorised to carry on business under some Act of Parliament, or by Royal Charter or Letters Patent, or are engaged in working mines within, and subject to, the Stannaries. The clause goes on to state that the penalty of so carrying on business in contravention of this Act is, that every partner shall be liable for the whole debts of the

partnership, and may be sued for the same, without the joinder in the action or suit of any other member of the partnership.

The memorandum of association must contain the following matters—viz.

1. The name of the proposed company.
2. The part of the United Kingdom in which the registered office of the company is to be established.
3. The objects for which the proposed company is to be established.
4. The liability of the shareholders, whether it is to be limited or unlimited.
5. The amount of the nominal capital.
6. The number of shares, and amount of each share.

N.B. In all cases where the company is proposed to be formed with limited liability, the word "limited" must be the last word in the name of the company.

It must be borne in mind, that no two companies must be registered under the same name, and in the event of a company being registered *through inadvertence* or otherwise under the same name as another company, the registrar has power to allow a change of name to the company first on the register. The memorandum of association must be prepared in the form annexed to the Act (Table A), and registered; and, when registered, will have the effect of binding the company, and all parties who become shareholders therein, to the same extent as if each shareholder had subscribed his name, and affixed his seal thereto, or otherwise duly executed the same, and there were in such memorandum contained a covenant on the part of himself, his heirs, executors, and administrators to conform to all the regulations of such memorandum. Every subscriber of the memorandum of association must take, at least, one share in the company.

These proceedings are all that are absolutely necessary in the case of a new company. The effect of such registration is, that the subscribers, on obtaining a certificate of complete registration, become incorporated, together with those who from time to time become shareholders, by the name prescribed in the memorandum of association, having a perpetual succession and common seal, with power to hold lands.

It is optional with the promoters whether they will register special articles of association or not. In default of their so doing, they become subject to the regulations for the management of the company set out in the schedule to the Act (Table B.). This table contains provisions relating to—1. The shares of the company. 2. Transmission of shares. 3. Forfeiture of shares. 4. Increase of capital. 5. General meetings. 6. Votes of shareholders. 7. Regulations as to directors. 8. The powers, disqualification, rotation, and proceedings of directors. 9. Audit of accounts. 10. Notices.

In fact, the act of complete registration has much the same effect as if the company were incorporated by Act of Parliament, and placed under the provisions of the Companies Clauses Consolidation Act.

On the next occasion, the preliminary proceedings incident to the formation of a new company, and an application for an Act of Parliament for that purpose, will be considered.

(To be continued.)

Court Papers.

CHANCERY SITTINGS.—Easter Term, 1857.

LORD CHANCELLOR.

At Westminster.

Wednes. Apr. 15...App. Mtns. & Apps.

At Lincoln's Inn.

Thursday	16	Appeals.
Friday	17	
Saturday	18	
Monday	20	
Tuesday	21	
Wednesday	22	
Thursday	23	...App. Mtns. & Apps.
Friday	24	Appeals.
Saturday	25	
Monday	27	
Tuesday	28	
Wednesday	29	
Thursday	30	...App. Mtns. & Apps.
Friday, May	1	Appeals.
Saturday	2	
Monday	4	
Tuesday	5	
Wednesday	6	
Thursday	7	
Friday	8	...App. Mtns. & Apps.

MASTER OF THE ROLLS.

At Westminster.

Wednes. Apr. 15...Motions.

At Chancery Lane.

Thursday	16	...Gen. Petition Day
Friday	17	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday	18	
Monday	20	
Tuesday	21	
Wednesday	22	
Thursday	23	...Motions.
Friday	24	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday	25	
Monday	27	
Tuesday	28	
Wednesday	29	
Thursday	30	...Motions.
Friday, May	1	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday	2	
Monday	4	
Tuesday	5	
Wednesday	6	
Thursday	7	...Gen. Petition Day
Friday	8	...Motions.

Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday*. The unopposed Petitions *to be taken first.*

Notice.—Consent Petitions must be presented, and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.

At Westminster.

Wednes. Apr. 15...Appeal Motions.

At Lincoln's Inn.

Thursday	16	...App. Mtns. & Apps.
Friday	17	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday	18	Appeals.
Monday	20	
Tuesday	21	
Wednesday	22	
Thursday	23	...App. Mtns. & Apps.
Friday	24	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday	25	Appeals.
Monday	27	
Tuesday	28	
Wednesday	29	
Thursday	30	...App. Mtns. & Apps.
Friday, May	1	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday	2	Appeals.
Monday	4	
Tuesday	5	
Wednesday	6	
Thursday	7	
Friday	8	...App. Mtns. & Apps.

V. C. Sir R. T. KINDERSLEY.

At Westminster.

Wednes. Apr. 15...Motions.

At Lincoln's Inn.

Thursday	16	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Friday	17	...Ptns. (unop. first)
Saturday	18	Short Causes, Shrt. Cl., & Gen. Paper
Monday	20	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	21	
Wednesday	22	
Thursday	23	...Mtns. & Gen. Paper
Friday	24	...Ptns. (unop. first)
Saturday	25	Sht. Causes, Sht. Cls. & Gen. Paper
Monday	27	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	28	
Wednesday	29	
Thursday	30	...Mtns. & Gen. Paper
Friday, May	1	...Ptns. (unop. first.)
Saturday	2	Sht. Causes Sht. Cls. & Gen. Paper
Monday	4	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	5	
Wednesday	6	
Thursday	7	
Friday	8	...Mtns. & Gen. Paper

V. C. Sir JOHN STUART.

At Westminster.

Wednes. Apr. 15...Motions.

At Lincoln's Inn.

Thursday	16	Pleas, Demrs., Ex. Causes, Claims, & F. D.
Friday	17	...Ptns. & Gen. Paper
Saturday	18	Sht. Causes, and Cls. & Gen. Paper
Monday	20	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	21	
Wednesday	22	
Thursday	23	...Mtns. & Gen. Pap.
Friday	24	...Ptns. & Gen. Paper
Saturday	25	Sht. Causes, Cls. & General Paper
Monday	27	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	28	
Wednesday	29	
Thursday	30	...Mtns. & Gen. Pap.
Friday, May	1	...Ptns. & Gen. Paper
Saturday	2	Sht. Causes, Cls. & General Paper
Monday	4	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	5	
Wednesday	6	
Thursday	7	
Friday	8	...Motions

V. C. Sir W. PAGE WOOD.

At Westminster.

Wednes. Apr. 15...Motions

At Lincoln's Inn.

Thursday	16	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Friday	17	
Saturday	18	Ptns., Sht. Causes, Cl., & Gen. Paper
Monday	20	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	21	
Wednesday	22	
Thursday	23	...Mtns. & Gen. Paper
Friday	24	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday	25	Ptns., Sht. Causes, Cl., & Gen. Paper
Monday	27	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	28	
Wednesday	29	
Thursday	30	...Mtns. & Gen. Paper
Friday, May	1	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday	2	Ptns., Sht. Causes, Cl., & Gen. Paper
Monday	4	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Tuesday	5	
Wednesday	6	
Thursday	7	
Friday	8	...Mtns. & Gen. Paper

Claims will be taken in precedence of the General Paper every Petition Day.

Queen's Bench.

ENLARGED RULES—Easter Term, 1857.

To the First Day.

Sennett *v.* Bosanquet, Chairman, &c.
Walker *v.* Sleigh.
The Queen *v.* The Inhabitants of Aberysker.
The Queen (on prosecution of St. Olave's District Board of Works) *v.* The Metropolitan Board of Works.

To the Fourth Day.

In the matter of Thomas Francis Richards, Gent., one, &c.

To the Fifth Day.

The Queen *v.* Henry Lees, late Clerk to Commissioners for Lighting, &c.

SPECIAL PAPER.

For Argument.

Dem.	Chamberlaine] *v.* Willoughby & Another (stands over to consult clients as to stating a Special Case).
,,	Poole, Executrix, &c. *v.* Prew.
Co. Ct. Ap.	Evans *v.* Matthias & Another.
Sp. Case.	Blackwell & Another *v.* Wheatcroft (stands over till judgment given in Court of Error).
,,	Harding *v.* Nott, Clerk.
,,	Moran *v.* Jones.
,,	Bains *v.* Jackson & Others.
Dem.	Poole, Executrix, &c. *v.* The Timber Preserving Company.
,,	Croshaw *v.* Naylor.
,,	Coleman *v.* Knowles.
,,	The Vestry of the Parish of St. Pancras *v.* Morgan.
Sp. Case.	Sturgis *v.* The Bishop of London.
,,	Villers *v.* Hargreaves & Another.
Dem.	Warburg *v.* Tucker.

Sp. Case. Hudson *v.* The Official Manager of the Royal Bank of Australia.
Dem. Badger *v.* Finch.

NEW TRIAL PAPER.

STANDING FOR JUDGMENT.

Liverpool. Gee *v.* Ward & Others.
London. Bovill *v.* Heyworth & Another.
Essex. Lister *v.* Leather.
Somerset. Woodland *v.* Fear.
Manchester. Green *v.* Gaddington.

FOR ARGUMENT.

London. Cooke *v.* Baynton.

MICHAELMAS TERM, 1856.

Liverpool. Firth *v.* Goodwin.
" Harrison & Another *v.* Ellis.

TRIED DURING TERM.

Middlesex. Fisher *v.* Jordan.
London. Sloper *v.* Cottrell.

HILARY TERM, 1857.

Middlesex. Fernihough *v.* The Sittingbourne and Sheerness Railway Co.
" Parker *v.* Dingwall.
" Edwards *v.* English & Another.
" Alderman *v.* Boddy.
London. Fell *v.* Burchett.
" Simons *v.* Patchett.
" Wheelton & Others *v.* Hardisty.
" Same *v.* Same.
" Hollingworth *v.* Buxton & Another.

TRIED DURING TERM.

Middlesex. Haigh *v.* Onsey & Others.

Exchequer of Pleas.

EASTER TERM, 1857.—SITTINGS IN BANCO.

Wednesday, April 15 ..... Motions and peremptory paper.
Thursday, " 16 ..... Errors, peremptory paper, and motion.
Monday, " 20 ..... Special paper.
Wednesday, " 22 ..... Special paper.
Saturday, " 25 ..... Criminal appeals.
Monday, " 27 ..... Special paper.
Wednesday " 29 ..... Special paper.
Monday, May 4 ..... Special paper.

PEREMPTORY PAPER.

To be called on the first day of the Term after the motions, and to be proceeded with the next day, if necessary, before the motions.

Sp. Case. Whaley *v.* Laing.

SPECIAL PAPER.

FOR JUDGMENT.

Sp. Case. Oldershaw & Another, (Executrix and Executor) *v.* King.

FOR ARGUMENT.

Sp. Case. Doe dem. Hughes & Others *v.* Probert.
Dems. Brewer *v.* Dimmack & Another.
Dem. Churchward *v.* Foss (stayed by injunction).
" Lyndon *v.* Standbridge, Town clerk, &c.
Dems. Ellis *v.* London & South-Western Railway Company.
Dem. Knight & Another *v.* The Gravesend and Milton Water-works Company.
Sp. Case. Clements & Others *v.* M'Kibbin.
App. Lister *v.* Whitham & Another.
Sp. Case. Gibbs & Others *v.* Grey & Others.
" Grey & Others *v.* Gibbs & Others.
" Smalley *v.* the Blackburn Railway Company.
" Biss & Wife *v.* Allen & Another (Smith, Landlord).
" The Governor & Company of the New River *v.* the Commissioners of Land Tax, at Great Amwell, Herts.
Dem. Shilling, Administrator, &c. *v.* Bishop & Others.
" Cooper & Another, Executors, &c. *v.* Woolfitt.
Sp. Case. Barstow *v.* Reynolds.
Dems. Barnes *v.* Hayward, Clerk.
Dem. Hoare *v.* White.
Sp. Case. Walker *v.* Goe & Another.
Appeal. Isaacs *v.* London & South-Western Railway Company.
Dems. Taylor *v.* Pearse.

NEW TRIAL PAPER.

FOR JUDGMENT.

Lancaster. Warburton *v.* Parke.
Cambridge. Gelen *v.* Hall.

FOR ARGUMENT.

London. Bovill *v.* Pimm & Another.
Guildford. Smith *v.* Winder.
Cambridge. Gelen *v.* Hall.

Moved in Hilary Term, 1857.

Middlesex. Hills *v.* the London Gas-light Company.
" Abrahams *v.* Milsom & Wife.
London. Booth *v.* Kennard & Others.
Middlesex. Board *v.* Britten.
" Bunn *v.* Totterdell.
" Lee *v.* Everest.
" Ambrose & Another *v.* Cook.
London. Jupp *v.* Richardson & Another.
" Randall *v.* Luck the Younger.
" Lara *v.* the General Apothecaries' Company.

Births, Marriages, and Deaths.

BIRTHS.

BIRD—On Mar. 29, at the Vineyard, Uxbridge, the wife of Henry Bird, Esq., solicitor, of a son.
COOPER—On Mar. 27, at 33 Nottingham-place, Regent's-park, the wife of W. Wellington Cooper, Esq., barrister-at-law, of a daughter.
FOX—On April 2, at 37 Lincoln's-inn-fields, the residence of her father, Edmund Belfour, Esq., the wife of E. Ward Fox, Esq., of Belmont, Chesterfield, of a daughter.
HARDWICKE—On Mar. 31, at the Cedars, Oatlands-park, the wife of Eugene Hardwicke, Esq., of Furnival's-inn, of a daughter.
HERE'PATH—On Mar. 28, at Blenheim-road, St. John's-wood, the wife of E. J. Herepath, Esq., barrister-at-law, of a daughter.
PEARSON—On Mar. 27, at Holloway, the wife of William Pearson, Esq., of Lincoln's-inn and the Inner Temple, of a son.
POLLOCK—On Mar. 28, at 59 Montagu-square, Mrs. Frederick Pollock, of a son.

MARRIAGES.

ANDREW—MORTON—On Mar. 26, at the Church of St. Stephen the Martyr, St. John's-wood, London, Richard Thomas Smith Andrew, of Tunbridge-wells, Kent, solicitor, to Hannah, widow of the late John Morton, Esq., and daughter of the late Rev. Joseph Barrett, of Devonport-street, Hyde-park.
NICHOLS—BUCHANAN—On April 2, at St. James's Church, Paddington, by the Rev. J. Griffiths, late Sub-Warden of Wadham College, Oxford, Francis Morgan Nichols, of Lincoln's-inn, barrister-at-law, and late Fellow of Wadham College, third son of John Bowyer Nichols, Esq., of Hanger-hill, Middlesex, to Mary, daughter of the late Walter Buchanan, Esq., of Sussex-place, Hyde-park-gardens.
PELHAM—BULLIVANT—On Mar. 28, at Camberwell Church, by the Rev. Daniel Moore, M.A., George Brown, second son of the late J. Pelham, Esq., solicitor, to Eliza, youngest daughter of the late T. Bullivant, Esq., Plymouth.

DEATHS.

BROWN—On April 1, Francis Christopher, infant son of George Brown, solicitor, the Park, Great Ealing.
BURFORD—On Mar. 31, at West Lodge, Mortlake, John Court Burford, of 10 King's Bench-walk, Temple, eldest surviving son of the late Rev. Dr. Burford, of Chigwell, aged 48.
CLIFFORD—On Mar. 28, at Windsor, William Clifford, formerly of the Inner Temple, in his 80th year.
GARDNER—On Mar. 31, at Upexe, near Collumpton, John Arthur Gardner, Esq., of the Inner Temple, barrister-at-law, aged 55.
NORTON—On Mar. 29, at Uxbridge, Sarah, eldest daughter of the late Mr. Henry Norton, solicitor.
PAYNE—On Mar. 31, at Brunswick-square, London, Julia, only daughter of William Payne, Esq.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CHITTS, WILLIAM, Upper Tooting, stablekeeper, £2 Annuities for terms of years.—Claimed by JAMES CHITTS, administrator.
DANIELL, MELLENA, Bath, widow, £950 Reduced.—Claimed by CHARLES LOWDER and JOHNSON PHILLOTT, her executors.
DANIELL, MELLENA, widow, deceased, ANN LOWDER, widow, deceased, and CHARLOTTE PARMINTER, spinster, deceased, all of Bath, £110 Reduced.—Claimed by CHARLES LOWDER and JOHNSON PHILLOTT, executors of Mellena Daniell, the survivor.
FOX, Col. CHARLES RICHARD, Addison-rd., Kensington, and BENJAMIN CURREY, Old Palace-yd., Westminster, Esq., £47: 18: 8 Consols, and £178 New 3 per Cents.—Claimed by Col. CHARLES RICHARD FOX, the survivor.
GOLDFINCH, Col. HENRY, Royal Engineers, and CATHERINE ELIZA GOLDFINCH, his wife, £100 Consols.—Claimed by HENRY ROBERT GOLDFINCH, sole executor of Col. HENRY GOLDFINCH, the survivor.
GOLDFINCH, HENRY, Lieut.-Col., Royal Engineers, £50 Consols.—Claimed by HENRY ROBERT GOLDFINCH, sole executor.
HUGHES, ALMEIRA, Chester, widow, £840 Consols.—Claimed by Sir HENRY HALFORD, Bart., her sole executor.
LAKE, WILLIAM, Keppel-st., Russell-sq., Esq., and Rev. RICHARD CRAWLEY, Steeple Ashton, Wilts, £50: 3: 9 Consols.—Claimed by Rev. RICHARD CRAWLEY, the survivor.
LAWSON, MARY ANN WATTS, Surrey Lodge, Lambeth, spinster, £60 Reduced.—Claimed by MARY ANN WATTS WILLIAMS, wife of Rev. FREDERICK EDGELL WILLIAMS (formerly LAWSON, spinster).
LEAR, Ven. FRANCIS, Chilmark, Wiltshire, clerk, Archdeacon of Sarum, £106: 13: 8 New £3 per Cents.—Claimed by ISABELLA MARY LEAR, widow, sole executrix.
LECHMERE, GEORGIANA FELICIA, Rhydd, Worcester, spinster, £37: 10*s.* Consols.—Claimed by said GEORGIANA FELICIA LECHMERE.
LEWIS, WILLIAM, of Brunswick-sq., Esq., deceased, and Rev. WILLIAM LEWIS, of Abbott's Langley, Hertfordshire, clerk, £33: 14: 5 Reduced.—Claimed by Rev. WILLIAM LEWIS, the survivor.
MAYOW, PHILIP WYNELL, Excise Office, Esq., deceased, £965: 16: 6 £3 per Cents.—Claimed by GEORGE WYNELL MAYOW, Rev. MAYOW WYNELL MAYOW, and Rev. PHILIP WYNELL MAYOW, his surviving executors.
MONTGOMERY, Rev. GEORGE AUGUSTUS, Bishopston, Wilts, clerk, £129: 16: 4 New 3 per Cents.—Claimed by CECILIA MONTGOMERY, widow, sole executrix.
PALAIRET, MARY ELLEN, Bath, spinster, £100 Consols.—Claimed by MARY ELLEN PALAIRET, spinster.
STONE, RICHARD OWEN, Mayfield, Sussex, gentleman, £200 Consols.—Claimed by STEPHEN LOWDELL, his surviving executor.
TORR, JANE, East Leigh-house, Westleigh, Devonshire, widow, £750 Consols.—Claimed by FRANCES TORR, spinster, administratrix.
WALLIS, FRANCES, Rushey-green, Lewisham, spinster, £136: 10: 6 Reduced, and £200 New 3 per Cents.—Claimed by THOMAS JOSEPH WALLIS, administrator.

White, Jane Perceval, Montague-grove, Hampstead, Middlesex, spinster, £195: 7: 9 New 3 per Cents.—Claimed by Jane Perceval Thring, wife of John Walker Thring.

Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

Alford, Eliza (widow of Philip Alford, formerly of Sunbury, Middlesex), Bethnal-house, Bethnal-green, a person of unsound mind.—Heir or heirs-at-law, or next of kin, to come in and prove their heirship or kindred before the Masters in Lunacy, 45 Lincoln's-inn-fields.

Gilling, Francis, who was formerly of Leeds, afterwards a soldier, serving abroad with the late Duke of York, and was married at Leeds, but spent his latter years at Cheltenham, where he died about forty years ago.—His daughters or their heirs to apply to Robinson & Atkinson, Solicitors, Beverley and Hull.

Greenwood, Richard Esborne, Field Head, Cullingworth, Bingley, Yorkshire.—His child or children to come in and prove his or their claim as such on or before May 25, at V. C. Stuart's Chambers.

Loat, Henry (who died on Nov. 28, 1838), late of Wrexham, in North Wales. His grandfather was Endymion Loat, who had a sister, married to Thomas Jones. Endymion and Mary, on Jan. 7, 1763, renounced administration to their brother Thomas Loat, then late of Clapham, Surrey, bricklayer.—Heir-at-law to apply to Ramondi, Solicitor, 23 Surrey-st., Strand.

Reynolds, John (who was born about 1720, and who died in London, in 1784), Admiral.—Next of kin to apply by letter to Ed. Maniere, Esq., Solicitor, 31 Bedford-row.

Money Market.

CITY, Friday Evening.

The demand for bullion at the Bank of England has increased. It is said that more than half a million has been withdrawn during the week. The arrivals of gold from Australia have been considerable, but the chief part is destined to the continent. It is estimated that the shipment of specie, chiefly silver, by the mail packet of this day to India and China amounts to £700,000. The directors of the Bank of England came to a resolution at their weekly meeting yesterday to advance the rate of discount on bills of exchange, and interest on loans from 6 to 6½ per cent. This measure caused depression in the English Funds which has been only partly recovered. The last price of Consols was 93¼ per cent. Foreign securities are scarcely so well supported as during last week. The corn market continues very flat with a tendency to a further decline in prices. The payment to the public of the April dividends at the Bank, and of the life annuities at the National Debt Office will commence on Wednesday next. From the Bank of England return for the week ending the 28th March, 1857, which we give below, it appears that the amount of notes in circulation is £19,056,870, being an increase of £472,430, and the stock of bullion in both departments is £9,987,559, shewing a decrease of £334,738 when compared with the previous return. The stock of bullion held by the Bank of France has increased, and it is expected that further demand from that quarter will be relaxed.

The revenue accounts for the year, and for the quarter ending the 31st March, 1857, were published on Wednesday last. At first sight, the aspect of these accounts, compared with the previous year, is not favourable. The return of peace is naturally expected to be productive of a large increase in revenue. The late war did not obstruct the commercial intercourse of nations in so great a degree as the wars of earlier date, but, nevertheless, the cessation of hostilities brought a vast increase in imports and exports, and the result on Customs duties would appear much more favourable at the present moment, but for circumstances arising out of a decrease in rates of duty now taking place upon certain articles. It does not, however, follow that the lower duty will continue to be less productive than the higher duty. On the contrary, our financial measures, since the introduction of free-trade policy, have been successfully grounded upon the principle that low rates of duty cause larger consumption, and instead of loss in revenue, produce an increase.

In the amount received for Customs duties, there is a decrease of nearly £300,000 when compared with the corresponding quarter of the previous year. There has been in the last quarter a considerable increase in the amount received on various articles, but this increase has been counterbalanced by the deficiency which has arisen in the amount of duty paid upon Tea, Coffee, and Sugar. The dealers have been paying duty at the Custom-house previous to the 1st of April, on quantities only from hand to mouth. In this way, about £800,000 is supposed to have been kept back from the revenue during the last quarter of the financial year. It has been stated that 8,000,000lbs of Tea were expected to be cleared at the Custom-house immediately after the 31st March, to put the dealers in stock at the lower rate of duty now chargeable, and also large quantities of Coffee and Sugar. Of these payments, the current quarter will have the advantage. The amount received for Excise in the last quarter shows, by a similar comparison, an increase of about £90,000. The drawback repaid to dealers in Malt in the course of the quarter amounts to £250,000. The increase in Excise for the whole year, compared with the previous year, amounts to £850,000, and the amount re-paid for drawback upon Malt is nearly an equal sum. The increase in Customs for the whole year is £287,000, which increase has been produced and limited by the various causes before mentioned. The large comparative increase in Property-tax has been produced by the additional 2d. in the pound, which came into payment only in part of the previous year. The comparative increase under the head of Stamps in the year amounts to nearly £300,000, and is derived partly, perhaps, from general improvement, but more certainly from the growing amount of duty upon succession to estates.

An examination of these accounts, together with the explanatory notes accompanying them, affords only an indistinct view of the present and future financial position of the country We see that over two and half millions have been received during the financial year now ended, in excess of the previous year. We also know that nine millions a year of property tax now expire. Peace with all the world may be expected to add largely to the late wonderful increase in trade, and a considerable addition to revenue is probable. It will be the duty of Government and the new Parliament, not only to make the revenue equal to the expenditure as settled, but also to leave a good margin for contingent increase in expenditure, and for reduction of the public debt.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	...	—	...	...	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	93⅛ ⅜	93⅛ ⅜	93⅛ ⅜	93⅜	93⅜ ⅛ ⅛	93⅛
New 3 per Cent. Ann.	...	...	...	...	...	...
New 2½ per Cent. Ann.	...	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
India Stock	...	...	224	224	...	222
India Bonds (£1,000)	5s. dis.	...	...	3s. dis.	...	...
Do. (under £1,000)	...	...	...	1s. pm.	4s. dis.	1s. dis.
Exch. Bills (£1,000) Mar.	1s. dis.	3s. pm.	4s. pm.	par	3s. pm.	2s. dis.
June	5s. dis.	1s. dis.	1s. dis.	5s. dis.	5s. dis.	...
Exch. Bills (£500) Mar	...	par	...	...	...	2s. dis
June	5s. dis.	...	5s. dis.	4s. dis.	5s. dis.	...
Exch. Bills (Small) Mar.	...	par	4s. pm.	...	4s. pm.	2s. dis.
June	...	...	...	1s. dis.	5s. dis.	...
Exch. Bonds, 1858, 3½ per Cent.	98⅞ ⅜	...	98⅝ ⅜	...	98⅝ ⅜	98⅝
Exch. Bonds, 1859, 3½ per Cent.	98⅞ ⅜	...	...	...	98⅝ ⅜	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	91	91½ 1	91½	...	91½	90
Caledonian	69 68⅝	69½ ½ ⅝	69⅝ ½	69⅝ ½	69½ 9	69½
Chester and Holyhead ...	...	36	...	36½	...	35½
East Anglian	...	19⅞	20 19⅝	19⅝	19⅝	19⅝
Eastern Union A stock .	...	...	...	...	...	...
East Lancashire	...	...	...	...	100 x n	...
Edinburgh and Glasgow	...	50½	...	56½ 7	...	...
Edin., Perth. & Dundee .	36½	36½	...	35⅝ x d	...	35½ x d
Glasgow & South Western	...	...	...	...	...	...
Great Northern	97 6½	98	97 8 7⅞	97⅛ ⅜ ⅜	97⅛ 6½	97⅛
Gt. South & West. (Ire.).	104⅜ 5½	...	...	...	...	...
Great Western	68⅜ ½	68⅝ 7⅞	68⅝	68⅛ ½	68 66⅞	67½
Lancashire & Yorkshire .	102½ ⅜	102⅝ 3	102⅛ 3½	103⅜ ⅛	102⅝ ½	102⅝
Lon., Brighton, & S. Coast	108½	108½	...	108⅜	108½	108⅝
London & North Western	104½ 5	106⅜	106½ 7	106⅝	106½ 5½	106⅞
London and S. Western .	103½ ⅜	103⅝	103⅜	103⅜ ½	103½ ⅛	103
Man., Shef., and Lincoln	39⅛	40 39½	39½ ⅜ ½	39⅜	39⅛ 8½	38⅜
Midland	82⅝ ⅛	83½ ½	83½ ⅜	83½	83½ 2½	81⅝
Norfolk	57⅜ 7	...	58	58⅜ 8	58⅛	...
North British	44½	45	45⅜	45⅜ ⅛	...	44⅝
North Eastern (Berwick)	86½ ⅝	88	88½	88 7⅝	87⅛ 6½	87
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv. .	30	31½ 1	31	31½	31	...
Scottish Central	...	...	...	...	107 x d	...
Scot.N.E. Aberdeen Stock	...	...	...	...	26⅛	...
Shropshire Union	48	...	...	49½	49⅛	...
South-Eastern	75⅝ 6½	77½	77	76⅝ ½	76½ 6	75¼
South-Wales	88 7½	87⅝ ⅛	88 7⅛	...	87½	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 28TH DAY OF MARCH, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,684,990	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,209,990
		Silver Bullion	...
	£23,684,990		£23,684,990

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,646,018
Rest	3,826,600	Other Securities	21,242,752
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	9,031,051	Notes	4,628,120
		Gold and Silver Coin	777,569
Other Deposits	10,187,460		
Seven day & other Bills	696,348		
	£38,294,459		£38,294,459

Dated the 2nd day of April, 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

LONDON COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

FRIDAY, *April* 3, 1857.

ADE, GEORGE, 48 High-st., Southwark, Gent.—*March* 12.

Bankrupts.

TUESDAY, *March* 31, 1857.

CLINCH, ROBERT, Livery-stable-keeper, Salisbury. April 15, at 1.30, and May 12, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Bothamley & Freeman, 39 Coleman-st.; or Kelsey, Salisbury. *Pet.* Mar. 30.

FAITHFULL, HENRY, Master Mariner, Woodstock-rd., East India-rd., Blackwall (formerly of Tonbridge-pl., New-rd., Shipowner). April 17, at 1, and May 12, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Mar. 27.

HANBURY, JONATHAN, Grocer, Matfield-green, Brenchley, Kent. April 20, at 12.30, and May 18, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Linklaters & Hackwood, 17 Sise-la., Bucklersbury. *Pet.* Mar. 27.

HANSON, JOHN, & JAMES WALKER, Coach Builders, Sheffield. April 18 and May 9, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Smith & Burdekin, Sheffield. *Pet.* Mar. 25.

JONES, RICHARD, Flannel Manufacturer, Newtown, Montgomeryshire. April 16 and May 11, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Jones, Newtown, Montgomeryshire. *Pet.* Mar. 30.

MUNDY, HENRY, Ironmonger, Gloucester. April 17 and May 12, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Willmott, 82 High-st., Southwark; or Brittan & Son, Bristol. *Pet.* Mar. 20.

RICHARDS, JOHN, Draper, Aberystwith, Cardiganshire. April 20 and May 12, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Brittan & Son, Bristol. *Pet.* Mar. 27.

ROACH, SARAH, Carrier, Merthyr Tydvil, Glamorganshire. April 17 and May 12, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Small-st., Bristol. *Pet.* Mar. 27.

TIMMIS, JOHN, Timber Merchant, Lelleshall, Salop. April 17 and May 1, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sol.* Finlay Knight, Birmingham. *Pet.* Mar. 24.

WIMPENNY, URIAH, Woollen Cloth Manufacturer, Holme Bridge, Almondbury, Yorkshire. April 17 and May 8, at 11; Leeds. *Off. Ass.* Young. *Sols.* Floyd & Learoyd, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Mar. 30.

FRIDAY, *April* 3, 1857.

BRYAN, ROBERT HOFF, Clock and Watch Maker, Lincoln. April 22 and May 27, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Brown, Lincoln. *Pet.* April 1.

CATT, JESSE, Licensed Victualler, Ship Tavern, Little Tower-st. April 17, at 2, and May 19, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Taylor, 4 Scott's-yard, Bush-la., Cannon-st. *Pet.* April 1.

JOBSON, JOHN, Stove, Grate, and Fender Manufacturer, Derby. April 21 and May 12, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Helm, Derby. *Pet.* Mar. 31.

MARRIOTT, THOMAS (Thomas Marriott & Co.), Tailor, Nottingham. April 21 and May 12, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Cowley, Nottingham. *Pet.* Mar. 31.

ROBINSON, JOHN, & CHARLES ROBINSON, Woollen Cloth Merchants, Leeds. April 17 and May 8, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sol.* Naylor, Leeds. *Pet.* Mar. 21.

ROBSON, JOSEPH OSWALD, Carpenter and Builder, 29 and 30 Castle-st. East, Oxford-st. April 22, and May 18, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Mar. 31.

RODGERS, EDWIN, Grocer, Walsal, Staffordshire. April 15, and May 4, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sol.* Knight, Birmingham. *Pet.* Mar. 28.

TREVETHICK, WILLIAM, Timber Merchant, Lincoln. April 29 and May 27, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Tweed, Lincoln. *Pet.* Mar. 31.

WILLIAMS, JOSEPH, Tailor, 4 Rochester-ter., Vauxhall-brdg.-rd. April 15, at 2, and May 12, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Sorrell, 60 Mark-la. *Pet.* April 2.

BANKRUPTCIES ANNULLED

TUESDAY, *March* 31, 1857.

BASKERVALLE, GEORGE, Innkeeper, Talk-on-the-Hill, Staffordshire. Mar. 20.

FRIDAY, *April* 3, 1857.

DUCKWORTH, HENRY, Cotton Spinner, Glen Top Mill, Newchurch, Forest of Rossendale, Lancashire. April 1.

MEETINGS.

TUESDAY, *March* 31, 1857.

BARFOOT, JOHN, Cattle and Sheep Salesman, North Stoneham, Hants. April 23, at 2.30; Basinghall-st. *Com.* Holroyd. *Div.*

BLACKMORE, ALFRED, Hosier, 80 High-st., Shoreditch. April 23, at 2.30; Basinghall-st. *Com.* Goulburn. *Div.*

BRIDGES, HANSARD JACKSON, Brewer, Vauxhall-brewery, Wandsworth-rd., Surrey; and Stowmarket, Suffolk. April 21, at 2; Basinghall-st. *Com.* Fonblanque. *Final Div.*

EDWARDS, THOMAS, China and Glass Dealer, 26 Eversholt-st., Oakley-sq., St. Pancras. April 21, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

HEATHFIELD, WILLIAM EAMES, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. April 21, at 2.30; Basinghall-st. *Com* Holroyd. *Div.*

HEMINGWAY, REUBEN, Merchant, Liverpool. April 23, at 11; Liverpool. *Com.* Stevenson. *Adj. Div.*

HODGSON, GILBERT, & WILLIAM ATCHESON, Timber Merchants, Sunderland. April 24, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

KING, SAMUEL, & CHARLES KING, Wheelwrights and Builders, Berks. April 21, at 12.30; Basinghall-st. *Com.* Fonblanque. *Div.* joint est., and sep. ests. of S. King and C. King.

LANGRIDGE, JOHN WILLIAM, Stay Maker, 79 Bull-st., Birmingham. April 24, at 11.30; Birmingham. *Com.* Balguy. *Div.*

OVERBURY, JOHN, Woollen Warehouseman, Frederick's-pl., Old Jewry. April 22, at 11.30; Basinghall-st. *Com.* Goulburn. *Final Div.*

PEACH, WILLIAM (W. Peach & Co.), Coal Merchant, Derby. April 28, at 10.30; Nottingham. *Com.* Balguy. *Div.*

SALVO, FRANCISCO DE, Merchant, 150 Leadenhall-st. April 22, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

SEPPINGS, EDWARD, Victualler, Cromer, Norfolk. April 21, at 1; Basinghall-st. *Com.* Fonblanque. *Final Div.*

STEVENS, JOHN HENRY, Engraver, 5 Great Wild-st., Lincoln's-inn-fields. April 21, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

TAYLOR, JOSEPH SPOONER, & JOSEPH MARSDEN, Ironfounders, Derby. April 28, at 10.30; Nottingham. *Com.* Balguy. *Div.*

WOOLLETT, WILLIAM HENRY, & JOHN FREDERICK SANFORD WOOLLETT (Wollett & Nephew), Ship and Insurance Agents, 1 Lime-st.-sq. April 23, at 11; Basinghall-st. *Com.* Holroyd. *Div.* sep. est. of W. H. Woollett.

WRIGHT, HENRY (H. Wright & Co.), Miller, 9 Narrow-st., Limehouse, April 21, at 11; Basinghall-st. *Com.* Evans. *Div.*

FRIDAY, *April* 3, 1857.

ALLOTT, JOHN, Banker, New Miller Dam, Sandal Magna, Yorkshire. April 24, at 11; Leeds. *Com.* West. *Div.*

BLAKELY, EDWARD, Linen Draper, Conduit-st., Regent-st.; and of Norwich. April 25, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

BOLLIN, ROBERT HENRY, Carriage Builder, King's Lynn, Norfolk. April 24, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

BROWN, GEORGE OGDEN, Timber Merchant, Sheffield. April 25, at 10; Sheffield. *Com.* West. *Div.*

COOPER, CHARLES, Grocer and Cheesemonger, High-st, Wandsworth. April 21, at 12; Basinghall-st. *Com.* Evans. *Last Ex.*

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. April 29, at 11; Newcastle-upon-Tyne. *Com* Ellison. *First div.* of joint est.; and *first*, sep. est. of W. Doeg, at 11.30.

GANDER, HENRY, Licensed Victualler, Catherine Wheel Inn, Catherine Wheel-yd, 191 High-st., Borough. April 23, at 1; Basinghall-st. *Com.* Goulburn. *Last Ex.*

GREIG, JOHN PETER M'MORLAND, Cabinetmaker, 21 Bartlett's-bldgs., Holborn, and Wheatsheaf-yd., Farringdon-st. April 23, at 11; Basinghall-st. *Com.* Goulburn. *Prf. Debts.*

HAGEN, BERNARD, Merchant, 23 Aldermanbury. April 24, at 12; Basinghall-st. *Com.* Evans. *Div.*

HODGE, JOHN SCAIFE, Miller, Pocklington, Yorkshire. April 24, at 11; Leeds. *Com.* West. *Div.*

HOOK, SAMUEL, Paper Manufacturer, Tovill, Maidstone; and Chalford, Stroud, Gloucestershire, Silk Throwster. April 24, at 2.30; Basinghall-st. *Com.* Goulburn. *Div.*

OVER, EDWARD, Oil and Colourman, 1 Barossa-ter., Cambridge-rd., Bethnal-green. April 25, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

POTTER, WILLIAM, Grocer, Ellerburn, North Riding, Yorkshire. April 24, at 11; Leeds. *Com.* West. *Div.*

REEVE, WILLIAM, Engineer, 20 Albion-st., Caledonian-rd., Middlesex. April 24, at 2; Basinghall-st. *Com.* Goulburn. *Div.*

RIDGE, GEORGE, & THOMAS JACKSON, Stationers and Booksellers, Sheffield. April 25, at 10; Sheffield. *Com.* West. *Div.* joint est.; and sep. est. of G. Ridge.

SEARLE, CHANON, Baker, Warwick-st., Pimlico. April 24, at 12; Basinghall-st. *Com.* Evans. *Div.*

STEPHENS, JOHN PROUT DAVIS, Wine Merchant, 4 Brabant-ct., Philpot-la. April 27, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

TAPLING, GEORGE (Scotch & Yorkshire Spinning Co.), Carpet Warehouseman, 110 Wood-st., Cheapside. April 27, at 2; Basinghall-st. *Com.* Goulburn. *Final Div.*

TINGEY, WILLIAM, Warehouseman, 194 Tottenham-ct.-rd.; and Richmond, Surrey; and Portland-ter., Notting-hill, Baker. April 24, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

VON DADELSZEN, EDWARD, Metal Broker, Liverpool. April 27, at 11; Liverpool. *Com.* Perry. *Div.*

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. April 25, at 11; Basinghall-st. *Com.* Fane. *Div.*

WOODALL, GEORGE, Grocer, Carlisle. April 29, at 11.30 Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

DIVIDENDS.

TUESDAY, *March* 31, 1857.

ACKROYD & ROWLES, Carpenters, King-st., Long-acre. Second, 3*s.* 7*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

APLETREE, MARY ANN, Innkeeper, Stow-on-the-Wold. First, 2*s.* *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

BRAY, BENJAMIN, & WILLIAM BRAY, Nursery Gardeners, Okehampton, Devon. Fur. div. 5½*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.

BULLER, R. J. (an Insolvent Debtor), Coleford. Second, 1*s.* 6*d.* *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

CHATTERTON, THOMAS, Baker, Rye, Sussex. 9¾*d.* on acc. of first div. of 20*s.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

COLBORNE, JAMES HAYWARD, Poole. First, 2*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

DAGNALL, WILLIAM BLACKNOCK, Rope, Line, and Twine Manufacturer, 56 Wood-st. First, 2½*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

DAWSON, JOHN, Tobacconist, 143 High-st., Shadwell. Second, 2½*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

DELLAGANA, JAMES, & BARTHOLOMEW DELLAGANA, Stereotype Founders and Artificial Flower Seeds Manufacturers, 61 Red Lion-st., Clerkenwell. First, 1*s.* 5*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

FFOOKS, JOHN, Brewer and Maltster, Sherborne, Dorset. Fur div., $\frac{7}{4}$*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.

GRIBBELL, RICHARD, & RICHARD LUSCOMBE, Wholesale Grocers, Tavistock, Devon. Fur div., 3*s.* 1½*d.* sep. est. R. Gribbell. *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.

HONEY, MANFIELD, Grocer, Maidstone. Second, 4*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

HOOPER, CHARLES SAXON (trading with Ralph Addison), Laurence Pountney-la. First, 8*s.* 4*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

HORLEY, HENRY, Horse-dealer, Leamington Priors, Warwickshire. First, 2*s.* 3*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 & 3.

JOHNSON, RICHARD WILLIAM, Wine and Spirit Merchant, Gloucester. Second, 5½*d.* *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

MARSHALL, DAVID, Tailor, Bristol. Second, 5*s.* *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

PEARCE, BENJAMIN WORKMAN, Builder, Bayham-terrace, Camden-town. First, 3*s.* 6*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

PEASE, WILLIAM HENRY (trading with John Robert Pease and William Henry Thompson), Wine Merchant, Ingram-ct., Fenchurch-st., and 42 Lime-st. First, 20*s.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

POLGLASE, RICHARD JENKIN, Millwright, 80 Borough-rd., and 3 Jupp's-ter., Commercial-rd. East. Second, 10½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

ROBERTS, JAMES, Wood and Timber Merchant, Coal Harbour, Blackwall. Second, ½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

ROLLASON, DAVID, & BENJAMIN ROLLASON, Ironmasters, Bilston, Staffordshire. First, 1*s.* 8*d.* joint est.; first, 4*s.* 4*d.* sep. est. of D. Rollason; first, 2*s.* 4*d.* sep. est. of B. Rollason. *Whitmore*, 29 Waterloo-st., Birmingham; any Friday, 11 & 3.

WHITTINGHAM, JOHN (Black & Whittingham), Broker, Liverpool. Second, 3*s.* 8*d.* sep. est. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 & 2.

WIKMAN, WILHELM, Ship Chandler, 103 Minories. First, 2*s.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

WILLIAMS, WILLIAM, sen., Banker, Newport. Fourth, ¼*d.* sep. est. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

WILLIAMS, WILLIAM, jun., Banker, Newport. Fourth, 1¾*d.* sep. est. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

WILLIS, MICHAEL, Fire-wood Manufacturer, Shot Tower Wharf, Lambeth. First, 6*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 & 2.

FRIDAY, *April* 3, 1857.

COXON, HENRY, Bookseller, South Shields. First, 1*s.* 4*d.*, on new proofs only (being in part of 3*s.* previously declared) on debts proved since 6th August last. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

HAMMOND, ROBERT, Builder, Ripon. Second, 2½*d.* *Young*, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

HARDACRE, THOMAS, Draper, Settle. First, 4*s.* *Young*, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

HARGREAVES, JAMES HENRY, Sharebroker, Leeds. First, 2¾*d.* *Young*, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

HARRISON, JAMES, Commission Agent, Huggin-lane. First, 8*s.* *Graham*, 25 Coleman-st., London; April 9, and three following Thursdays, 11 & 2.

HATFIELD, JOHN ALFRED, Draper, Bradford. First, 5*s.* *Young*, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

SHAW, JOHN, & SON, Worsted Spinners, Halifax. Second, 3*s.* 4*d.*, joint est., and 20*s.* sep. est. of John Shaw. *Young*, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *March* 31, 1857.

BRYANT, WILLIAM, Boot and Shoe Maker, Stratford, Essex. April 23, at 2; Basinghall-st.

CLARE, SAMUEL, Grocer, Ashton-under-Lyne, Lancashire. April 21, at 12; Manchester.

GIFFORD, SAMUEL, Sail Cloth and Canvas Merchant, 72 Mark-la. April 22, at 1; Basinghall-st.

GILBERT, JAMES, Contractor, Manchester. April 21, at 12; Manchester.

HAMMOND, WILLIAM PARKER, Shipowner, Scott's-yd., Bush-la. April 28, at 1.30; Basinghall-st.

HARRISON, RICHARD, & JOHN JAMES COLE, Barge Builders, Twig-folly, St. Matthew's, Bethnal-green. April 23, at 2; Basinghall-st.

KINGSTON, WILLIAM, Linen Draper, 21 Bridge-rd., Lambeth, Surrey. April 22, at 2; Basinghall-st.

LEVI, HYAM, Clothier, Liverpool. April 23, at 11; Liverpool.

PEACH, WILLIAM, Coal Merchant, Derby. April 21, at 10.30; Nottingham.

PERVANOGLU, JOHN ADOS, Merchant, 11 Union-ct., Old Broad-st. April 23, at 2; Basinghall-st.

PILLEY, WILLIAM, Tailor, 9 Aldermanbury. April 23, at 11; Basinghall-st.

FRIDAY, *April* 3, 1857.

BAKER, RICHARD, Merchant, 34 Lime-st. April 25, at 11; Basinghall-st.

BANKS, FREDERICK LAWSON, & ROBERT DAWSON, Common Brewers, Sheffield. April 25, at 10; Sheffield.

BARCLAY, DAVID, Leather Manufacturer, 17½ Richardson-st., Long-lane, Bermondsey, and 67 Long-lane, Bermondsey. April 25, at 11.30; Basinghall-st.

CARPENTER, RICHARD, Licensed Victualler, Museum Tavern, Museum-st., Bloomsbury. April 25, at 1; Basinghall-st.

DAVISON, JOHN, Anchor and Chain Smith, Kingston-upon-Hull. April 29, at 12; Kingston-upon-Hull.

DICKINSON, WILLIAM HENRY, Joiners' Tool and Table Knife Manufacturer, April 25, at 10; Sheffield.

JEWELL, HENRY, Clothier, 3 High-st., Shadwell, and 35 St. George's-st.-east. April 24, at 11; Basinghall-st.

KNIGHT, JOHN PETER, Hop and Seed Merchant and Brewer, Hibernia Chambers, Southwark, and Kent Brewery, York-st., Pentonville. April 27, at 11; Basinghall-st.

LAWRENCE, JOSEPH THOMAS, Upholsterer, 93 Shoreditch. April 27, at 12.30; Basinghall-st.

OLDHAM, JOHN, Currier, 36 Long Acre. April 27, at 1.30; Basinghall-st.

PORTER, ELEANOR, Grocer, High-st., Newmarket. April 25, at 11; Basinghall-st.

PRUDHOE, ROBERT, Grocer, Durham. April 24, at 11; Newcastle-upon-Tyne.

SCHERMAN, ADOLPHUS, General Merchant, 8 George-st., Minories, and 6 New Broad-st. April 25, at 12; Basinghall-st.

SKINNER, THOMAS, Electro-Plater, Sheffield. April 25, at 10; Sheffield.

SMITH, JAMES HENRY, Corset-maker, 238 Oxford-st., and 54 Connaught-ter., Hyde-pk. April 25, at 11.30; Basinghall-st.

WESTRUP, WALTER, & THOMAS MARTIN COCKSEDGE, Millers, New Crane, Shadwell, and Northfleet, Kent; on application of W. Westrup. April 28, at 11; Basinghall-st.

WOODALL, GEORGE, Grocer, Carlisle. April 29, at 11.30; Newcastle-upon-Tyne.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *March* 31, 1857.

CLARKE, JOSEPH HENRY, Hatter, Leicester. Mar. 24, 2nd class.

DAVEY, GEORGE, Plumber, 93 Murray-st., New North-rd. Mar. 24, 2nd class.

DAWSON, JOHN RICHARD, Hotel-keeper, West Cowes, Isle of Wight. Mar. 23, 3rd class; to be suspended for six months from Mar. 23.

DOUGHTY, JOHN, Builder, Castle Donington, Leicestershire. Mar. 24, 3rd class; after a suspension of six months.

GASKIN, WILLIAM, Builder, Croydon. Mar. 25, 2nd class.

GELSTHORP, JOSEPH, Builder, Nottingham. Mar. 24, 2nd class.

GLAZE, JAMES GILLIVER, Law and General Stationer, 18 Serles-pl. Mar. 21, 2nd class; after a suspension of six months.

HASSALL, THOMAS, Builder, Shenstone, Staffordshire. Mar. 30, 3rd class.

HAWKINS, GEORGE, Oilman, 11 Eden-pl., Old Kent-rd. Mar. 24, 2nd class.

JENKINS, EDWARD, Draper, Birmingham. Mar. 30, 3rd class; after a suspension of two months.

PAWLEY, CHARLES, Builder, 19 Stock Orchard-cresct., Holloway. Mar. 21, 2nd class; after a suspension of three months.

PINCHES, THOMAS, Builder, Walsall, Staffordshire. Mar. 30, 3rd class.

SHOVE, DAVID, Tallow Chandler, Croydon. Mar. 25, 2nd class; to be suspended for three months.

SOLOMON, GEORGE NATHANIEL, Merchant, 14 Euston-pl., New-rd. Mar. 23, 2nd class.

STEVERSON, JAMES, Vauxhall-brewery, Wandsworth-rd. Mar. 23, 3rd class; to be suspended for seven months from Nov. 5, 1856.

TRIPNEY, THOMAS HENRY, Woollen Draper, Perranporth, Cornwall. Mar. 26, 1st class.

WILSON, KNOWLTON, Surgeon, Sheffield. Mar. 21, 2nd class.

FRIDAY, *April* 3, 1857.

CLARKE, FREDERICK JAMES, Baker, Clapham, Surrey. Mar. 25. 2nd Class.

FUTVOYE, FREDERICK, Jeweller, 226 Regent-st. Mar. 24. 2nd Class, after a suspension of 6 mos.

HEATHFIELD, EAMES WILLIAM, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. Mar. 24. 2nd Class to each.

Insolvents.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *March* 31, 1857.

ALLEN, ROBERT BENSON, Artist, 12 Station-st., Middlesbro', Yorkshire. (formerly of the Queen-inn, Stockton-upon-Tees). April 14, at 10; Stockton.

ASTON, WILLIAM, Hat Manufacturer, 11 Phippen-st., Bristol. May 13, at 10.30; Bristol.

BEEVER, HENRY, Weaver, High Royd, Honley, Yorkshire. April 16, at 11; Holmfirth.

BIRKINSHOW, THOMAS, Boot and Shoe Maker, Market-pl., Durham. April 9, at 10; Durham.

CARTER, JOHN HUNTER, Commission Agent, Western-hill, Durham. April 9, at 10; Durham.

CAWTHORNE, THOMAS, Boot and Shoe Maker, Balderton, Nottinghamshire. April 22, at 9; Newark.

CLOKE, JOHN SPENCER, Plumber, 13 St. Margaret's-st., Canterbury. April 17, at 10; Canterbury.

CONSTANCE, SAMUEL, Boot and Shoe Maker, Longhope, Gloucestershire. April 16, at 10; Gloucester.

GRAY, JOSEPH, Journeyman Cabinetmaker, Baildon Wood Bottom, Bradford, Yorkshire. April 13, at 11; Otley.

GRIFFITHS, JOHN, Innkeeper, Llanidloes, Montgomeryshire. April 14, at 11; Llanidloes.

HODSON, BARTHOLOMEW, Carrier, Park-st., Walsall, Staffordshire. April 16, at 10; Walsall.

JAKEWAY, GEORGE, Writing-clerk, Falkner-st., Barton St. Mary, Gloucestershire. April 16, at 10; Gloucester.
JAMES, THOMAS, Innkeeper, Boot-inn, Cwm Ryddich, Aberystruth, Monmouthshire. April 21, at 12; Tredegar.
LEMAN, CHARLES, Baker, 2 Northgate-st., Canterbury. April 17, at 10; Canterbury.
RINDER, THOMAS, Paver, 10 Victoria-rd., South Shields. April 23, at 10; South Shields.
SAUNDERS, MAURICE, Removing Officer, and Inspector of Common Lodging-houses, 3 St. Peter's-pl., Canterbury. April 17, at 10; Canterbury.
TURNER, THOMAS, Horse-dealer, 3 Worcester-st., Gloucester. April 16, at 10; Gloucester.

FRIDAY, *April* 3, 1857.

ATKINS, SAMUEL, Provision Dealer, Bridge-st., Denbighshire. April 9, at 11; Denbigh.
BARLOW, GEORGE, Boot and Shoe Maker, Churton, by Farndon, Cheshire. April 29, at 10; Chester.
DAVIES, HENRY, Carman, Cae Bricks, Glamorganshire. April 22, at 10; Swansea.
DAVIES, THOMAS, Shoemaker, Higher Kinnerton, Flintshire. April 29, at 10; Chester.
ELLIS, EDWARD, Joiner and Builder, Charles-st., Bishop's-fields, Hoole, Cheshire. April 29, at 10; Chester.
EVANS, DAVID, Innkeeper, Railway Tavern, Whitland, Llangan, Carmarthen. April 25, at 10; Narbeth.
FULLFORTH, ROBERT, jun., Baker, 7 St. Margaret's-st., Canterbury. April 17, at 10; Canterbury.
GRIFFITHS, JAMES, Journeyman Gun-smith, Holloway Bank, West Bromwich, Staffordshire. April 18, at 10; Oldbury.
GRIFFITHS, THOMAS, Mason, Cefncae, Aberavon, Glamorganshire. April 20, at 10; Neath.
GUTTERIDGE, JOHN, Sinker and Butty Collier, Swan Village, Sedgley-rd., Sedgley, Staffordshire. April 17, at 10; Dudley.
HANDLEY, CHARLES, Attorney and Solicitor, Church-st., Warwick. April 21, at 10; Warwick.
HUGHES, MATTHEW, Boat-builder, Castle-st., Upper-green, Tipton. April 17, at 10; Dudley.
HIGGINS, SAMUEL, Boatloader, Chapel-st., Monmere-green, Wolverhampton. April 21, at 10; Wolverhampton.
JAMES GEORGE, Baker, Old Bradwell, Buckinghamshire. April 23, at 11; Newport Pagnel.
JONES, DAVID, Woollen Manufacturer, Swansea, Glamorganshire. April 22, at 10; Swansea.
LEWIS, HENRY, Saddler, Llantwit-Major, Glamorganshire. April 17, at 10; Bridgend.
ROLINSON, THOMAS, Consulting Engineer, Wellington-rd., Dudley; and carrying on a certain undertaking in copartnership with BAILEY SHERWOOD, NEWMAN SHERWOOD, RICHARD KIRKMAN LANE, WILLIAM SHERWOOD, & JOHN CORNELIUS GOODMAN (the Vigra and Clogan Copper Mining Company). April 17, at 10; Dudley.
TATTAM, ANN, Grocer, Simpson; also at Fenny Stratford, Buckinghamshire. April 23, at 11; Newport Pagnel.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *March* 31, 1857.

AMEY, JOHN, out of business, 14 Temple-st., Brighton (formerly of 1 Western-st., Grocer). April 14; Lewes.
BAKER, WILLIAM BECKLEY, out of business, Bell Inn, Canterbury (formerly Agent to various Companies). April 17, at 10; Canterbury.
CROFT, THOMAS, Needle Manufacturer, Hunt End, Feckenham, Worcestershire. April 15, at 10; Worcester.
DAVIES, JOHN, Chemist and Druggist, Merthyr Tydvil. April 15; Cardiff.
EDWARDS, DANIEL, Attendant at a Bowling-alley, Bute-st., Cardiff. April 15; Cardiff.
GARRARD, GEORGE, Boat-builder, Chelmondiston, Suffolk. April 16, at 10; Ipswich.
GOREHAM, CHRISTMAS, Coach-builder, Ditches, Great Colman-st., Ipswich. April 16, at 10; Ipswich.
GUNN, JOHN BRAY, Fishmonger, 84 St. James's-st., Brighton. April 14; Lewes.
HALL, SAMUEL EDWARD, out of business, 13 Lewes-st., Brighton (formerly of the City of London Inn, London-st., Brighton, Licensed Victualler). April 14; Lewes.
HETHERINGTON, WILSON, Barrister-at-Law, Rose Hotel, Canterbury; and 2 New-sq., Lincoln's-inn. April 17, at 10; Canterbury.
LINSTED, WILLIAM, Horsekeeper, Chalk Farm, Richmond-st., Brighton. April 14; Lewes.
MAW, THOMAS, Millwright, 90 London-rd., Brighton. April 14; Lewes.
PEPPANO, GEORGE, Assistant to a Ship Chandler, Cardiff. April 15; Cardiff.
SPAIN, WILLIAM THOMAS, Clerk in the War Department, Tower of London, 24 Brampton-row, Knightsbridge (late of Ipswich). April 16, at 10; Ipswich.

MEETINGS.

TUESDAY, *March* 31, 1857.

BRADSHAW, JOHN, Esq., deceased, formerly of Lancaster, afterwards of Cartmel. April 18, at 11, at the office of Mr. Robinson, Solicitor, Lancaster; to authorise a compromise; and to complete or rescind a contract, &c.
FAULDS, ANDREW, Manager and Agent to Coal Works, Stafford Arms Inn, Stainborough, Yorkshire. April 23, at 11; Leeds. *Div.*
KITCHEN, WILLIAM, Clothier, Dewsbury, Yorkshire. April 23, at 11; Leeds. *Div.*
ROBINSON, WILLIAM, sen., Labourer, Doncaster-rd., Barnsley, Silkstone, Yorkshire. April 23, at 11; Leeds. *Div.*

FRIDAY, *April* 3, 1857.

PHILLIPS, THOMAS, Melleston, Monkton, Pembrokeshire. April 27, at 10.15; Pembroke. *Adj. ex.*

DIVIDENDS.

TUESDAY, *March* 31, 1857.

At PROVISIONAL ASSIGNEE'S OFFICE, 5 PORTUGAL-ST., *between* 11 *and* 3.

ABRAHAM, WILLIAM, Chemist and Druggist, Crewe, Cheshire. 2*s.*
BEARD, FRANCIS CARR, Surgeon, 44 Welbeck-st., Cavendish-sq. 5*d.*
BELLAMY, OBADIAH, Relieving Officer, 4 Clayland-pl., Trigon-rd., Surrey. 12*s.* 2*d.*, making 20*s.*
DILLON, CHARLES JAMES, Comedian, 1 Shepherdess-walk, City-rd. 3*s.* 2*d.*
ELDER, JAMES MORRISON, Saddler, 6 Calthorpe-pl., Gray's-inn-rd. 7½*d.*
FOXTON, JOHN, Farmer, Riccal-house, Nunnington, Helmsley, Yorkshire. 7*d.*, making 4*s.* 7*d.*
KING, JOSEPH, Maltster, Hambrook, Gloucestershire. 2*s.* 6*d.*, making 4*s.* 3½*d.*
LAWRENCE, WILLIAM, Clerk in her Majesty's Stationery Office, 109 Parkst., Camden-town. 4*s.* 2½*d.*, making 8*s.* 9*d.*
MARTINDALE, THOMAS, Clerk in Somerset-house, 14 Bedborough-st., Burton-crsct. 2*s.* 8½*d.*, making 10*s.* 7½*d.*
SPRATT, JOHN ELDRIDGE, Surgeon, 3 Langham-pl., Portland-pl., Marylebone. 10½*d.*
STANLEY, JOHN, Grocer, High-st., Kenilworth, Warwickshire. 9½*d.*

FRIDAY, *April* 3, 1857.

BADDOCK, JOHN, at Registrar's Office, Aylesbury. Any day, 10 and 4. 7*d.*
CARTER, THOMAS, County Court Office, Horncastle. Any day, 10 and 4. 1*s.* 6½*d.*
MARSHALL, ROBERT, County Court Office, Horncastle. Any day, 10 and 4. 11*d.*

Assignments for Benefit of Creditors.

TUESDAY, *March* 31, 1857.

CARRIER, THOMAS, General Dealer, Wolverhampton. Mar. 11. *Trustee*, W. Williams, Haberdasher, Birmingham. *Sol.* Knight, Bennett's-hill, Birmingham.
DENISON, SAMUEL, & GILES DENISON, Jun., Grocers, 128 Briggate, Leeds. Mar. 10. *Trustees*, G. Denison, sen., Farmer, Methley, Pontefract; H. W. Peck, Tea Dealer, 21 Eastcheap. *Sol.* Thackrah, Leeds.
FROMOW, CHARLES EDWARD, Dispenser of Medicine, Worstead, Norfolk. Mar. 4. *Trustees*, H. R. Barnard, Farmer, Worstead; J. Simpson, Harness Maker, North Walsham. *Sol.* Cubitt Sicly, Worstead.
JACOBS, WILLIAM, Cabinetmaker, Wincanton, Somersetshire. Mar. 27. *Trustees*, U. Jacobs, China Dealer, Wincanton; T. Richards, Ironmonger, Wincanton. *Sol.* Welman Jillard, Wincanton.
JENKINS, WILLIAM, Boot and Shoemaker, Wrexham, Denbighshire. Mar. 13. *Trustee*, M. Jones, Currier, Wrexham. *Sols.* James & Owen, Wrexham.
JERVIS, JOSEPH, Baker, Rhosymedre, Ruabon, Denbighshire. Mar. 10. *Trustee*, E. Griffith, Auctioneer, Wrexham, Denbighshire. *Sols.* James & Owen, Wrexham.
MORRALL, EDWARD, Wine and Spirit Merchant, Burton-upon-Trent, Staffordshire. Mar. 24. *Trustees*, J. Finlay, Brewer, Burton-upon-Trent; T. Spooner, Surveyor, Burton-upon-Trent. *Sol.* Drewry, High-st., Burton-upon-Trent.
MOSS, JOSEPH, Grocer, Ripley, Derbyshire. Mar. 24. *Trustees*, H Milward, Grocer, Loscoe, Derbyshire; S. Cooper, Cooper, Ripley; C. Greensmith, Miller, Derby; J. G. Bowes, Miller, Langley Mill, Derbyshire. *Sol.* Jessop, Alfreton.
REDMAYNE, JOHN PEACOCK, Cotton Manufacturer, Blackburn, Lancashire. Mar. 21. *Trustees*, T. Lund & W. B. Westall, Commission Agents, Blackburn. *Sols.* Wilkinsons, Blackburn.
THIRTLE, SAMUEL FARRER, Draper, Colsterworth, Lincolnshire. Mar. 11. *Trustees*, G. Dawbarn, General Trader, Wisbech St. Peter's, Cambridgeshire; W. Pratt, Lowestoft, Suffolk. *Sols.* Wise & Dawbarn, March.
WATERMAN, WILLIAM HENRY, Stationer, 36 Mansion House-st., Kennington-rd., Surrey. Feb. 2. *Trustee*, W. Waterman, Bricklayer, 8 Mansion House-st., Kennington-rd. *Sol.* Holt, 13 Chatham-pl., Blackfriars.
WILSDON, JOHN, Currier, Deddington, Oxfordshire. Mar. 7. *Trustee*, H. Churchill, Gent., Deddington. *Sols.* Field & Churchill, Deddington.

FRIDAY, *April* 3, 1857.

BUNYAN, THOMAS, Watchmaker, Manchester. Mar. 5. *Trustees*, J. Emanuel, Wholesale Jeweller, Birmingham; T. Howard, Watchmaker, Kirkdale, Lancashire. *Sol.* Welsh, Manchester.
COULTHURST, THOMAS, Joiner and Builder, Preston, Lancashire. Mar. 11. *Trustees*, J. Rutherford, Timber Merchant, Preston; C. Seward, Ironmonger, Preston. *Sol.* Darley, 1 Lune-st., Preston.
GRAY, ROBERT, & ROBERT TIPLADY, Carriers, Durham. Mar. 12. *Trustees*, W. Hooper, Leather Merchant, 23 Rood-la.; G. Angus, Leather Merchant, Newcastle-upon-Tyne; J. W. Barnes, Bank Agent, Durham. Indenture lies at residence of J. W. Barnes, Durham.
HAMER, HENRY, Draper, Clapton. Mar. 27. *Trustees*, W. Morley, jun., Warehouseman, Gutter-la.; T. W. Elstob, Warehouseman, Wood-st. *Sol.* Jones, 15 Size-la.
MELLOR, WILLIAM, & JOHN MELLOR, Cotton Spinners, Croston, Lancashire. Mar. 23. *Trustees*, R. Lawe, Baker, Preston; J. Sutcliffe, Commission Agent, Manchester; A. Watkin, Commission Agent, Manchester. *Sol.* J. W. Mellor, Church-la., Oldham.
MOOR, JOHN, Sailmaker, Mistley, Essex. Feb. 7. *Trustees*, R. Duke, Merchant, 31 Lower East Smithfield; J. Porter, Rope Manufacturer, Rotherhithe. *Sol.* Abell, Colchester.
NEW, WILLIAM MOSES, Hosier, Birmingham. Mar. 6. *Trustees*, I. English, Manufacturer, Manchester; W. H. Gregory, Manufacturer, Birmingham. *Sols.* Benson & Sargent, Birmingham.
OUSTON, RICHARD, Fruit Merchant, Kingston-upon-Hull. Mar. 10. *Trustees*, E. W. English, Bank Manager; J. Beswick, Merchant; M. Whitfield, Merchant; all of Kingston-upon-Hull. *Sols.* Levett & Champney, Kingston-upon-Hull.
PROCTER, HENRY, Victualler, Nag's Head Public-house, James-st., Covent-garden. Mar. 25. *Trustee*, J. Scott, Gent., Grove-rd., Mile End. *Sols.* Fry & Loxley, 80 Cheapside.
STICKLEY, GEORGE, Grocer and Draper, Horley, Surrey. Mar. 17. *Trustees*, J. Blundell, Builder, Horley; C. Constable, Miller, Horley. *Sol.* G. C. Morrison, Reigate.

Partnerships Dissolved.

TUESDAY, *March* 31, 1857.

BINGHAM, THOMAS, & HUGH STEWART BINGHAM, Corn Brokers, Liverpool. Debts received and paid by T. Bingham. Mar. 10.
BRIGGS, WILLIAM, & JOHN VICKERMAN, Worsted Spinners and Stuff Manufacturers, Damhead Mill, Northowram, Halifax, and elsewhere. Mar. 26.

Corderoy, William, & George Corderoy, Surveyors, 98 High-st., St. Marylebone. Debts received and paid by W. Corderoy. Mar. 28.

Fison, Thomas Sparham, & Arthur Lister, Woolstaplers, Bradford, Yorkshire. Mar. 28.

Greenwood, John Edward, Liverpool, in England, Simon Fitch Barss, & Daniel Kirtland Harris, Halifax, Nova Scotia (J. E. Greenwood & Co.), Merchants, Liverpool. Nov. 5.

Gribble, John Challand, & William Henry Fisher, Wine and Spirit Merchants, Derby. Debts received and paid by Gribble. Mar. 26.

Griffith, Henry, & William Griffith, Jewellers, 5½ Regent-parade, Birmingham. Debts received and paid by H. Griffith. Mar. 24.

Hawkins, William Henry, George Thomas Skinner, & James Skinner, Stock and Share Brokers, 4 Angel-ct., Throgmorton-st.; as regards G. T. Skinner. Mar. 30.

Holgate, James, & Joseph Holgate, Cordwainers, Widdington, Essex. Dec. 31.

Jenkins, Richard, & Robert Day, Lightermen, Cardiff. Mar. 25.

Leake, Harriet, & Martha Leake, Milliners, Shrewsbury. Mar. 25.

Liversedge, John, & Robert Shepley Randerson, Commission Agents, Ivegate, Bradford. Debts received and paid by Liversedge. Mar. 25.

Lloyd, Richard, James Lloyd, & Spencer Baugh (Lloyd Bros. & Co.), Printsellers, 22 Ludgate-hill; as respects S. Baugh. Mar. 28.

Long, Oliver, & Francis James Watkins, Floor-cloth Manufacturers, Bristol. Debts received and paid by Long. Mar. 26.

Morewood, A., & Mellor Hetherington (A. Morewood & Co.), Galvanized Tinned Iron and Plumbic Zinc Merchants, Dowgate-dock, Upper Thames-st. Mar. 30.

Morris, Thomas, & John Morris, Tailors, Hill-top, West Bromwich, Staffordshire. Mar. 25.

Noble, John G., & Montague R. Todd, Attorneys and Solicitors, 8 New-inn, Strand. Mar. 27.

Read, Benjamin, & Charles Greaves, General Ironmongers, Bradford, Yorkshire. Debts received and paid by Read. Mar. 27.

Rouse, William, Joseph Sheard, Jane Saville (executors and executrix of M. Sheard), John Rouse, & Frederick Sheard, Colliers, Hartshead and Liversedge, near Leeds. Debts received and paid by J. Rouse and F. Sheard. Mar. 3.

Roxburgh, Alexander, & David Roxburgh, Drapers, Victoria-ter., Dudley, Worcestershire. Debts received and paid by A. Roxburgh. Mar. 14.

Squires, William Henry, & Edward Charles Squires, Bone Boilers, White's-row, Baker's-row, Whitechapel. Mar. 30.

Townend, William, & George Wood, Cardmakers, Robert-town, near Leeds. Debts received and paid by Townend. Mar. 25.

Williams, E., Magdalene Evans, & Evan Evans (Smith & Co.), Drapers, Llanelly, Carmarthenshire. Mar. 25.

Williams, William, of Nant Mill, Holywell, Flintshire, Miller and Mine Adventurer; Evan Williams, of Aberystwith, Cardiganshire, Grocer; Lewis Evans, of same place, House Builder; Hugh Meyricke Pugh, of Machynlleth, Montgomeryshire, Chemist and Druggist; & John Jones, of Caerbobian, Machynlleth, Montgomeryshire, Farmer; as Miners, Shareholders, &c., in the Cwmrhaiad Mine, Montgomeryshire, and Cefencoch Mine, Cardiganshire. Mar. 11.

Friday, *April* 3, 1857.

Anderson, William, & W. J. Anderson, Commission Agents, Manchester. Mar. 10.

Berry, John Francis, & Alfred Henry Keep, Old Ferry Wharf, Chelsea. Mar. 31.

Booth, Robert, & Mary Booth (Executrix of John Booth), Manufacturers of British Gums, Hope-st., Salford, Lancashire. Debts received and paid by R. Booth. April 1.

Boskow, Richard, sen., & Richard Boskow, jun., Provision Dealers, Swan-st., Manchester; and Farmers, Chat Moss, Barton-upon-Irwell, Lancashire. Debts received and paid by R. Boskow, sen. Mar. 31.

Carne, Thomas Stephens, & Henry Williams Mackreth, 65 Mark-la.; and Sierra Leone. Jan. 1.

Carter, Thomas, & William Pate, Twine Spinners, Skipton, Yorkshire. Debts received and paid by Carter. Mar. 30.

Cripps, Frederick, & Alfred Lindup, Tailors, Worthing. Mar. 3.

Everitt, Reuben, & Lewis Everitt, Stanstead, Essex. Debts received and paid by R. Everitt. Mar. 9.

Fearby, George, & John Fearby, Fruiterers, Manchester. Feb. 29.

Fox, Samuel, Henry Fox, Charles Fox, Sylvanus Fox, George Smith Fox, Thomas Fox, jun., Joseph Hoyland Fox, & Charles Henry Fox (Fox, Bros., & Co.), Woollen Manufacturers, Wellington, Somersetshire, and London; as regards Samuel Fox & Sylvanus Fox. Feb. 28.

Fox, Samuel, Henry Fox, Charles Fox, Sylvanus Fox, George Smith Fox, & Thomas Fox, jun., Bankers, Wellington, Somersetshire; as regards Samuel Fox & Sylvanus Fox. Feb. 28.

Golightly, William Ralph, & Matthew Hind, Grocers, Cassop Colliery, Durham. Debts received and paid by Golightly. April 1.

Gould, William Ellis, & William Mansfield Gould, Carvers and Gilders, London-wall. Mar. 31.

Gunner, John, & Edwin Gunner, Lightermen, Tower-wharf. Mar. 31.

Haggett, William, Charles Benson, & George Dennis Pocklington, Architects, Sherborne, Dorsetshire. Debts received and paid by Haggett. Mar. 27.

Hewlett, Charles James, & John Donald Goddard, Wholesale Druggists, 6 Arthur-st. West. Mar. 31.

Hood, James, & Thomas Pillings, Manufacturers, Loughborough, Leicestershire. Mar. 30.

Hunt, Alfred Simon, & Martin Herrmann (Plomer, Hunt, & Co.), Merchants, Hamburgh, and 67 Mark-la. Debts received and paid by Hunt. Feb. 28.

Jones, Jesse, & William Hitchcock, Drapers, 12 Albion-pl., and 1 Caledonian-pl., Battle-bridge. Mar. 30.

Kibble, William, & George Dyer, Jewellers, 90 Regent-st. and 22 Gracechurch-st. April 2.

Kidd, William, & Robert Kidd (T. Kidd & Sons), Sail-canvas Manufacturers, Widnes, Lancashire. April 1.

Mason, Thomas Francis, & James Mason, 114 Mount-st., Grosvenor-sq., and Hendon. Debts received and paid by T. F. Mason. April 2.

Morgan, George, & William Lyon, Tea Dealers, Manchester and Standish. Debts received and paid by Lyon. Oct. 7.

Mudie, Margaret, James Mudie, George Mudie, & Robert Mudie, Stationers, 15 Coventry-st.; as related to Margaret Mudie and Robert Mudie. June 30, 1854.

Mullins, William, & Edward Turner, Victuallers, Bank of England Public-house, 29 South Wharf-rd, Paddington. April 1.

Neilson, Robert, & John M'Millan, Sugar Refiners, Liverpool April 1.

Noble, John G., & Montague R. Tootal, Attorneys and Solicitors, 8 New-inn, Strand. Mar. 27.

Pickering, Joseph, & Edward Pickering, Contractors for Public Works and Railway Carriage Builders, 14 Chatham-pl., Blackfriars, and Genoa. Mar. 23.

Renaud, John, & John Maughan, Glass Manufacturers, Castle Glass-works, Dudley, Worcestershire. Debts received and paid by Renaud. Mar. 31.

Robinson, Alfred, & Alfred Murray Robinson, Attorneys-at-Law, Solicitors, and Conveyancers, 17 Orchard-st., Portman-sq. Mar. 31.

Rooke, Henry, Louis Rheineck, John Okell, & George Okell, Commission Merchants, 46 Fenchurch-st. Mar. 30.

Smith, Thomas, & Joseph Smith, Linen and Woollen Drapers, Barnsley, Yorkshire. Debts received and paid by T. Smith. Sept. 1, 1856.

Sprigg, Allen Brown, & Job Deacon, Linen and Woollen Drapers, Coventry and Bedworth, Warwickshire. Debts on account of Bedworth trade received and paid by Sprigg; on account of Coventry trade by Deacon. Mar. 31

Stevenson, John, & James Beck Horner, Millers, Lincoln. Mar. 27.

Webster, Christopher Maling, Henry Robert Webster, & Edwin Gray, Hempen and Wire Rope Manufacturers, Deptford, Sunderland. Mar. 31.

Williams, Maurice, & William Smallpage, Cotton Brokers, Liverpool. Mar. 31.

Creditors under Estates in Chancery.

Tuesday, *March* 31, 1857.

Hawksley, William (who died in Jan., 1856), Esq., Lowndes-st., Belgrave-sq. Creditors to come in and prove their debts on or before April 20, at the Master of the Rolls' Chambers.

Liman, Thomas (who died in July, 1843), Gent., Great Stanmore, Middlesex. Creditors to come in and prove their debts on or before April 30, at the Master of the Rolls' Chambers.

Rawlings, Joseph (who died on Feb. 18, 1854), Esq., Albert-villa, Finchley-rd., St. John's-wood. Incumbrancers to come in and prove their debts and incumbrances on or before April 27, at the Master of the Rolls' Chambers.

Rawlings, Frances (who died on June 6, 1855), Widow, Albert-villa, Finchley-rd., St. John's-wood. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before April 27, at the Master of the Rolls' Chambers.

Turner, John (who died in Nov., 1851), Gent., Fittleworth, Sussex. Incumbrancers to come in and prove their debts or claims on or before April 27, at the Master of the Rolls' Chambers.

Friday, *April* 3, 1857.

Agar, John (who died in Nov., 1856), Butcher, Yorkshire. Creditors to come in and prove their debts on or before April 29, at V. C. Stuart's Chambers.

Andrew, Alexander (who died on May 16, 1854), Russia Broker, Norfolk-st., and late of Old Broad-st., and Porchester-ter., Bayswater. Creditors to come in and prove their debts on or before April 28, at V. C. Wood's Chambers.

Bradshaw, Elizabeth Langton (who died in June, 1848), Spinster, Priors Marston. Incumbrancers to come in and prove their claims on or before May 1, at V. C. Stuart's Chambers.

Buckle, William Pigott Lee (who died in Oct., 1855), Esq., Clevedon, Somersetshire. Creditors to come in and prove their claims on or before May 22, at V. C. Stuart's Chambers.

Depledge, Richard Barber (who died in Jan., 1828), Wheelwright, Grosvenor Mews, Bind-st., Hanover-sq. Incumbrancers to come in and prove their claims on or before May 1, at the Master of the Rolls' Chambers.

Hunter, William (who died in Nov., 1849), Gent., King's Lynn, Norfolk. Creditors to come in and prove their debts and claims on or before April 27, at V. C. Stuart's Chambers.

Knight, Solomon (who died in August, 1854), Gent., Songhurst Cottage, Wandsworth-rd. Creditors to come in and prove their debts and claims on or before May 2, at the Master of the Rolls' Chambers.

Moore, John (who died in Oct., 1837), Ironmonger, Lancaster. Creditors to come in and prove their debts or claims on or before May 4, at the Master of the Rolls' Chambers.

Ritchie, John (who died in March, 1849), Esq., 161 Albany-st., Regent's-park. Creditors to come in and prove their debts on or before April 27, at the Master of the Rolls' Chambers.

Whitham, Joseph (who died in March, 1854). Creditors to come in and prove their debts on or before April 30, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

Friday, *April* 3, 1857.

General Indemnity Insurance Company.—V. C. Wood has appointed R. P. Harding, 4 Serle-st., Lincoln's-inn, Official Manager.

Great Cambrian Mining and Quarrying Company.—V. C. Wood will, on April 18, at 11, proceed to make a call on the persons settled on the list of contributories.

Mineral Court Mining Company.—Creditors to come in and prove their debts on or before April 15, at Master of the Rolls' Chambers.—Claims to be adjudicated upon, April 20, at 12.

Scotch Sequestrations.

Friday, *April* 3, 1857.

Boyd, Andrew Forbes, Commission Agent and Wholesale Tea Merchant, Aberdeen. April 7, at 12, Lemon Tree Tavern, Aberdeen. *Seq.* Mar. 28.

Campsie, James Robert, Grocer, Cassell's-pl., Leith. April 10, at 2, Stevenson's Rooms, St. Andrew-sq. *Seq.* Mar. 28.

Scotch Partnership Dissolved.

Friday, *April* 3, 1857.

Martin, Robert Francis, & Andrew M'Lean, Chemists, 47 South Clerk-st., Edinburgh. Nov. 29, 1855.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

TO NON-SUBSCRIBERS.—*Gentlemen who desire to be supplied with the future numbers of this paper are requested to send their orders to the Office of the Company,* 13, *Carey-street, Lincoln's Inn, London, W. C.*

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

It is proposed henceforward to curtail, in several particulars, the abstracts of the Gazettes. It is believed that the space they filled may be otherwise occupied much more to the satisfaction of the great majority of Subscribers.

THE SOLICITORS' JOURNAL.

LONDON, APRIL 11, 1857.

THE REGISTRATION REPORT.

We print elsewhere the report of the Registration Commission. All the leading points which had to be decided before a working scheme could be framed will there be found fully and ably discussed; and we think that few who study the report with care will hesitate to concur in the Commissioners' conclusions as to the general form which the machinery of registration should be made to assume. The part of the proposed arrangements which is most open to question is, the suggestion of separate registers for ownership, charges, and leases. With respect to the last, it is certainly true that the interests created under building leases are, in ordinary dealings, seldom mixed up with the estate of the freeholder; and this is, perhaps, a sufficient reason why they should have a special register, on which the title to the term may appear, instead of leaving it in the position of an equitable or unregistered ownership, subordinate to the registered fee. Neither can it be denied that some advantages would result from having a distinct register of all the incumbrances on each estate. It would be no small gain, that every man who advanced his money would know at once the priority to which he was entitled, and the amount of the earlier charges on the inheritance. On the other hand, it is not very clear how the Commissioners propose to reconcile this system with the continuance of the facility which is now enjoyed by the owners of real property for raising money by a deposit of title-deeds.

We believe that no system of registration will be satisfactory to the commercial world which has the effect of disclosing to any curious inquirer the extent to which the real property of a merchant may, at any time, be mortgaged; and, in principle, the Commissioners fully recognise the necessity of maintaining intact the facilities of obtaining temporary loans without the publicity of registration. Indeed, they consider it one of the strong points of their proposed method of registration, that it would improve the security of lenders by way of equitable mortgage. So far as the details of this part of the scheme are shadowed forth by the report, the idea seems to be, that every registered landowner shall, upon registration, receive a certificate, and that, on every transfer of the registered ownership, the old certificate shall be cancelled, and a new one issued to the transferee. This, in fact, is just what is done by railway companies on transfers of stock; and if the land registration were confined to a single record of ownership, as is the case with stock, it is clear that the possession of the certificate would effectually prevent a fraudulent transfer, and would place the mortgagee with whom it was deposited in perfect security. But the working of the scheme would be somewhat less simple if a register of incumbrances were created, as suggested, side by side with a register of ownership. The Commissioners recommend that the priority of charges shall depend on the order in which they may be placed on the register of charges, and that unregistered charges shall be protected only in the same way as other unregistered interests. The protection to be afforded to such interests is by means of inhibitions or caveats, which are to operate like stop-orders on a fund in court, or distringases on stock, and to prevent any dealing without notice to the person by whom the caveat may have been entered. This would suffice in all cases where no objection existed to the entry of a caveat; but we should think that a man who had raised money by a deposit which he wished to keep secret, would be loath to see the name of an assurance office or of a Jew discounter figuring among the caveats entered against his property. In point of fact, there would be almost as much publicity by such a course as if the incumbrance were regularly entered in the list of registered charges, the only difference being that the caveat need not disclose the amount of the loan. It is quite clear, therefore, that some means must be found for protecting lenders on deposit other than a system of caveats, which is free enough from objection when used merely to guard the ulterior interests under a settlement. The only way in which such loans could be made perfectly secure without publicity would be by giving to the mere possession of the certificate the same power of preventing any dealing with the land which would be obtained by entering a caveat. For this purpose it would only be necessary to enact that no fresh charge should be entered on the register without the production of the old certificate, and that all such incumbrances should thereupon be indorsed upon the certificate before it is restored to the hands of the owner. If this were done, the depositee of a certificate would be in a better position than an equitable mortgagee enjoys now. It is possible, though not always very easy, for a fraudulent mortgagor to create a legal mortgage after having deposited his deeds to secure an advance. If he can succeed in explaining the absence of the deeds, so as to blind the legal mortgagee, the effect is, in the absence of gross negligence on the part of the second incumbrancer, to give him priority over the equitable charge which was first created; and many hard cases have occurred in which equitable mortgagees have been deprived in this way of their security. But if the production of the certificate were a *sine quâ non* to the creation of a new registered charge, the person with whom the document was deposited might rest assured that nothing which could happen behind his back could possibly invalidate his security on the land.

We have been led to enlarge on the necessity of a provision of this kind, because the report itself is not very explicit on the subject; and the bill which is added, by way of appendix, seems to contemplate the creation of charges by the mere written consent of the registered owner, without requiring the certificate to be produced. In this form, the measure would trench very seriously on the power of raising money easily, or lending it safely, upon a deposit; and some such provisions as we have mentioned seem to be needed to remove all doubt as to this essential point. It is, perhaps, not quite fair to criticise the details of a bill which the Commissioners put forward rather as a specimen to show the possibility of carrying a scheme of registration into practice, than as a perfect measure, which they are prepared to introduce without alteration. In some respects, indeed, the Commissioners tell us that the bill differs from the recommendations contained in the report, and the subject is besides so complicated that no measure ought to be treated as finally approved until it has been thoroughly ventilated in the profession, as was done with the only successful statutes which have been passed in modern

times on the subject of real property law. In pointing out what appears to be a serious omission in the present draft, we are not seeking to cavil at the work for which the profession has good reason to be grateful to the Commission, but rather to contribute our mite of suggestion towards a valuable reform. There are other parts of the measure to which we shall hereafter have to refer, but the importance of preserving the facilities for temporary mortgages is so fully recognised by the report, and is so obvious in itself, that any doubt as to the operation of the scheme on such transactions seemed to call for our earliest attention. Registration affords the means of greatly facilitating loans of this description, and it is the more essential that the general scheme should not be impaired by a want of precision in so material a point.

BUSINESS IN THE CHANCERY OFFICES.

We printed in our paper of the 28th ult. a letter which had appeared in the *Daily News*, complaining that what are called the "reforms" of the Court of Chancery, are really undeserving of such a name, and professing to describe with minute accuracy a course of delay, trifling, and imbecility by which the patience as well as the purse of the suitor is exhausted, and the ancient infamy of the Court preserved in spite of all that has been done for its regeneration. Now it is not going too far to say that every material allegation in this letter may be entirely disproved, as we hope presently to show; but at the same time we are bound to admit that unnecessary delays do occur in the offices of the Court of Chancery, and that some expectations founded on the important reforms inaugurated a few years ago remain at this hour unfulfilled. We must, however, be allowed to add that the solicitors of the Court are not responsible for these shortcomings, and that they are in many cases to be attributed to the neglect of practical suggestions which have been urged upon the authorities by solicitors, with far more public spirit and perseverance than success for the proposal or credit to those who have originated it. The popular notion, we are quite aware, is that the solicitors contrive and preserve all these impediments to the free course of business, and that they are personally interested in so doing. But this is a double fallacy. Some reforms now in operation, and others which we hope in time to see adopted, were first suggested, and have been over and over again recommended by solicitors. And, although there may be a few large offices which, having as much business on hand as they can do or wish to do, and perhaps a great deal more, do find a gentle and often intermitted course of proceeding suit their habits and arrangements best; it is quite certain that the great majority of the profession would discover their true advantage in every change which tended to simplify and accelerate the progress of litigation in our courts.

The writer in the *Daily News* complains, firstly, of the manner of proceeding in the chambers of the Chancery judges, where the business formerly done with marvellous procrastination and expense in the Master's office, is now conducted, very much more cheaply and expeditiously. He represents that "instead of proceeding day by day, until the matter be exhausted, a month generally intervenes between one attendance before the chief clerk and another, and then half the time is frittered away in endeavouring to retrace what had been done on the former attendance." Now, we believe the truth to be that the chief clerks have really too much to do, and that it would be advisable either to increase their number or to relieve them of a portion of their routine duties by the appointment of junior clerks. It may also be observed that, in the opinion of many experienced solicitors, the progress of business would be much facilitated by enabling the judges to devote more of their time to chambers. This, however, would not be possible unless the number of judges were increased. It may often happen that a long discussion will be carried on before the chief clerk, who, after all, perhaps, declares himself unable to decide the question in dispute, whereas, if the judge had been in chambers and accessible, a few minutes of his attention would have sufficed to solve the difficulty. It is, of course, always possible to adjourn questions of legal nicety for discussion by counsel in open court; and many persons hold that this is the preferable course. We doubt, however, whether that opinion is founded upon an extensive practical acquaintance with the character of the business done in chambers. Suppose the Bankruptcy courts to be organised on a similar principle to the Chancery judges' chambers, we should then have the great mass of business disposed of by an officer of equal qualifications with a judge's chief clerk, and questions of special difficulty would be delayed for final argument and decision by a judge. Would the bankruptcy business be despatched with anything like the same facility as under the present system? We cannot doubt that the answer to this question must be in the negative. We are, of course, aware that solicitors appear before the judge at chambers, whereas counsel would be employed in court; and it may, perhaps, be suggested that we have an interested motive in advocating the employment of solicitors rather than of the bar. But it is scarcely necessary to point out that in this respect, at least, the interest of the lawyers and of their clients is absolutely identical. Whatever tends to improve the efficiency of the Court of Chancery, and to remove every lingering trace of the prejudices that once prevailed against it, tends also to benefit alike the counsel and solicitors practising in that court. It would be blind and suicidal folly to allow any jealousy between the two branches of the profession to interfere with the impartial examination of every suggestion for reform.

But even if the staff of judges and clerks were made as perfect as can be conceived possible, it would not generally be found convenient to proceed "day by day until the matter be exhausted," as is demanded by the writer in the *Daily News*. A suitor very naturally forgets that he is not the only client, nor is his the only suit existing in the world. His business cannot, under any imaginable system, command the undivided time and attention of his own and several other solicitors, and of the judge's clerk. This can never be effected until there are as many solicitors and judge's clerks as suitors. If this writer went into a barber's shop on Sunday morning to get shaved he would have to wait his turn, and surely he ought not to complain of the same regular rotation at the judges' chambers. Besides, let him inquire how long an arbitrator appointed at common law, or any judge or court at home or abroad, would take to examine accounts of equal length and complication to those constantly investigated at chambers. The Chancery procedure, even as at present organised, and open as we say it is to improvement in various ways, would certainly not suffer by comparison with any other tribunal charged with business of equal difficulty. It would be impossible to proceed from day to day in taking accounts, unless the case on each side as to every item in these accounts were complete at all points, before the first appointment to proceed. But this is quite impracticable, unless, indeed, the discovery of the truth is to be made subordinate to rapidity of procedure. One side, perhaps, produces affidavits which might have been, and were, ready in the first instance. The other side hereupon desires to produce affidavits in answer, and then it may appear expedient to cross-examine *vivâ voce* the deponents on both sides. For these, and many other equally valid reasons, it is often found convenient to proceed at intervals of perhaps a fortnight, instead of from day to day. But to say that "a month generally intervenes" between the appointments, is a gross exaggeration; and to pretend that "half-an-hour only" is "usually allotted" to each appointment, is altogether contrary to fact. How a writer who professes to be familiar with "the practical working of the system," could hazard such a misstatement, we cannot understand. There is usually no difficulty at all in obtaining an appointment for two or three hours, at the distance not of a month, but of ten or fourteen days. Certainly, we must admit that, even at a fortnight's interval, some short time would necessarily be occupied in retracing what had been done on the last occasion. But if the appointment be for two or three hours, instead of half-an-hour, as alleged, the time thus employed would form but a small proportion of the whole attendance; and if adjournment be, in many cases, inevitable, we must submit, so long as the faculties of chief clerks are merely human, to the delay required for "brushing up their memories." We should add that, in short and simple cases, there is no difficulty in obtaining an appointment for half-an-hour on an early day, and often the clerk's attention may be secured for that length of time without any appointment having been made.

The next important allegation of this letter, that "the chief clerk requires to be furnished with a duplicate of every document and paper filed, for his own use," is singularly at variance with the truth. By the 23rd Order of 16th October, 1852, regulating the course of proceeding at chambers, it is provided that "no states of facts, charges, or discharges, are to be brought in. But, when directed, copies, abstracts, or extracts, of or from accounts, deeds, or other documents, and pedigrees, and conc'se

statements are to be supplied for the use of the judge and his chief clerk." Now, under this order, so far from "formidable sums" being "squandered away for superfluous documents," as represented by the writer in the *Daily News*, it may well be doubted whether the opposite error of too strict economy has not been committed, and whether the course of business is not frequently impeded by the absence of those very copies of proceedings and documents, which, it is said, are unnecessarily multiplied. One could accept almost any statement as to the cost of the Royal British Bank litigation, except the particular fiction which has been hazarded in the *Daily News*. We do not believe that £5,000, or any sum near that figure, has been wasted in making useless copies to stuff the "ponderous portfolio" of the chief clerk at chambers. In the Master's Offices, an expensive and cumbrous system prevailed of carrying in either copies or proceedings, which differed from copies in little, except that they were far more costly. The Chancery Commissioners, in their anxiety to reform this practice, appear to have run into the opposite extreme. Probably, if printing were more extensively used in Chancery proceedings, the course of business at chambers would be facilitated without additional expense. It would be necessary, however, to take care that the already diminished remuneration of the solicitor should not be still further reduced by the substitution of print for copying without any equivalent for his loss of profit.

In dealing with the Taxing Masters, this writer is as unfortunate in the points he selects for censure, as we have shown him to be in his remarks upon the judges' chambers. In taxing a bill of costs it is necessary to show that the fees charged have been paid to counsel, and that the pleadings contain the number of folios stated in the bill. The practice used to be to produce the necessary evidence to the master who taxed the costs. Afterwards it was very reasonably thought that the verification of these details did not require the attention of an officer very highly paid, and who ought to be very highly qualified. It seemed to be work, not for the taxing master, but for a clerk of ordinary faculties and moderate stipend. The change made was exactly that which we think might now, to some extent, be advantageously imitated in the judges' chambers. It certainly is not necessary to pay a man at the rate of £1,000 or £2,000 a-year to see that a proper voucher is produced for a fee to counsel or for an infant's schooling. And yet the writer in the *Daily News* denounces as "a prolific source of delay, expense, and vexation," a reform so obvious and undeniable that the only wonder is how it came to be so long postponed, and why it has not been more generally adopted. But this is all the thanks that lawyers and laymen get for labouring to improve the Court of Chancery. Their reforms are called "deforms," and writers affecting a knowledge of detail only too sure to impose upon the public enormously exaggerate evils which are, to a great extent, inevitable, and then attribute them to the very changes which appeared most necessary, and which, if fairly understood, the common consent of mankind would pronounce to have been most judicious.

Legal News.

A recent number of the *Manchester Guardian* contains a report of a public meeting held at Manchester to adopt resolutions in favour of holding separate assizes in that town for the hundred of Salford. It is intended to present a memorial, agreed to at this meeting, to the commission now inquiring into the arrangements of the circuits, and we think that both the position of the memorialists and the strength of the claim they urge well entitle them to the attention of the commissioners. We published in our impression of the 14th ult. the substance of a memorial on this subject, presented by the Manchester Law Association to the commission, and we regret that the great length of the Registration Report forbids our giving in our present number any further notice of the proceedings at this important meeting. In order to make room for the report, which we print entire, we have been obliged either to omit or curtail much of the usual contents of our Journal.

SIR F. KELLY ON REGISTRATION AND LAWYERS' BILLS.—In the course of his address to the electors of East Suffolk, on Wednesday week, Sir F. Kelly, said:—"There is one measure, and one only which I will detain you by alluding to, because it is one specially affecting the interests of the inhabitants of this county, of all counties in general, affecting those who are closely connected with what is called the landed interest. It is a measure upon which I have bestowed the greatest attention, a measure for what is called the Registration of Titles, for simplifying and cheapening the conveyance, the mortgage, or dealing in any way with land. There is probably no one among you who has not at one period of his life, either bought a piece of land, or sold a piece of land, or mortgaged a piece of land, or lent money upon the mortgage of a piece of land, or done something or other in which the title to the land had to be investigated. If that be so, that person, whoever he may be, knows well what an attorney's or lawyer's bill means. I mean to speak with the greatest respect, and, I may add, with the greatest forbearance, of my many excellent friends belonging to that department of my own profession, but I do say that it is a great grievance, that if a man possesses a thousand pounds in stock he can go up to London, or by signing a power of attorney, can, without any expense at all, sell that stock, and put the money into his pocket, while, if he has to sell a piece of land, for half a thousand pounds, he may be put to £60 or £70 expense for conveyance and lawyers' bills. I have framed a measure, and if the Government will support me in it, before long, when I meet you again, I shall have to tell you that I have passed a measure, so far simplifying and facilitating the dealing with land that you may mortgage it, or deal with it in any way you please afterwards. I mean, of course, except as to stamps and duties—those are matters of fiscal revenue with which we cannot interfere, but, with that single exception, you may deal with land as you may deal with stock in the funds, and get rid of these unfortunate lawyer's bills, which I confess are a great grievance." These observations have called forth the following letters addressed to the Editor of the *Ipswich Journal*, by solicitors practising in that town.

SIR,—Sir Fitzroy Kelly, in his speech from the hustings on Wednesday last, after mentioning the facility with which a man may sell £1,000 in the funds, and suggesting that probably there were few of his audience who had not been concerned in the sale, or purchase, or mortgage of land, added that if the same man should have to sell a piece of land for £500, he might be put to £60 or £70 expense for Lawyers' Bills.

Knowing this to be a most exaggerated statement, we, who represent five "lawyers'" establishments in Ipswich, have extracted from our books all the cases in which we have, during the last three years, acted in sales, purchases, and mortgages for £500 and under, and the result is as follows;—We have conducted 114 of such sales at an average cost of £7 11s. 1d.; we have conducted 196 of such purchases at an average cost of (exclusive of stamps) £6 5s. 9d.; and we have conducted 139 of such mortgages, also, at an average cost (exclusive of stamps) of £6 5s. 9d.

We have no reason to suppose that the charges in Ipswich are materially lower than those in other places, and, assuming this to be the fact, we think that we, and the profession at large—aye, and the public also—have reason to complain that a man, in the high legal position of Sir Fitzroy Kelly, should make so unfounded a statement as that we have mentioned.

We do not complain that he, or any others, who aspire to be distinguished as law reformers, should attempt to simplify and cheapen the present system of transferring land. If it be (as is asserted, but which we doubt) an impediment to transfer, we should, by an appropriate alteration (if such be possible), receive our compensation in the increased extent of business. But we do complain that he, and others, should commence their labours without being well informed as to the facts with which they propose to deal; and, still more, that they should, on an imperfect knowledge of the subject, seek to excite a popular clamour against a branch of the profession as honourable as their own.

Unless the bill, which Sir Fitzroy Kelly says he has in readiness, is based upon more accurate practical information than his recent statement, we may safely venture to predict that it will end in disappointment to himself as the promoter, and to the public whose expectations he has raised.

We are, Sir, your obedient servants,
S. B. JACKAMAN.
STEWARD and RODWELL.
GEO. JOSSELYN.
ALFRED COBBOLD and YARINGTON.
WM. BUNN.

Ipswich, 2nd April, 1857.

LAW LECTURES.—TRINITY TERM, 1857.

Prospectus of the Lectures to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court:—

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Public Lectures to be delivered by the Reader on Constitutional Law and Legal History will comprise the following subjects:—

The Reign of Anne, and the Character of the Government of George I. and George II.; the Progress of our Jurisprudence, the State Trials, and the Proceedings of Parliament during that period.

The Public Lectures will be delivered in Lincoln's-inn Hall, on Wednesdays, at 2 p.m., commencing on April 15.

In his Private Classes the Reader will proceed from the reign of William III. down to the year 1782.

Books.—Millar's "View of the English Constitution;" "The State Trials of the Period;" "Statute Book;" "Rapin's History;" Hallam's "Constitutional History."

The Private Lectures will be delivered in the Benchers' Reading-room, on Tuesdays, Thursdays, and Saturdays, at 9½ to 11½ a.m., commencing on April 16.

Equity.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, twelve Lectures on the following subjects:—

1. On the Doctrine of Performance and Satisfaction.
2. On the Implied Substitution of one gift for another.
3. On Election.
4. On the Jurisdiction exercised by Courts of Equity concurrently with Courts of Law, and on the Amalgamation of Common Law with Equity.
5. On the Jurisdiction of Equity in matters of Account.
6. On Partnership.
7. On Frauds remediable in Courts of Equity.

The Public Lectures will be delivered, in Lincoln's-inn Hall, on Thursdays, at 2 p.m., commencing on April 16.

The Reader will continue with his Senior and Junior Classes the general course of Equity already commenced. He will also continue in the Senior Class, and commence in the Junior, to explain the Leading Rules of Pleading in Equity from the work of Lord Redesdale.

The Private Lectures will be delivered, in the Benchers' Reading-room, on Mondays, Wednesdays, and Fridays, at 3¼ and 4¼ p.m., commencing on April 17.

Law of Real Property, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, a course of twelve Public Lectures on the following subjects:—

1. The Devolution and Transmission of Powers and Trusts for Sale.
2. The Law of Mortmain.
3. Attendant Terms; the Satisfied Terms Act, 8 & 9 Vict. c. 112.
4. The Statute 8 & 9 Vict. c. 106.
5. The Law of Dower.
6. The Apportionment of Rent and Annuities.

The Public Lectures will be delivered, in Gray's-inn Hall, on Fridays, at 2 p.m., commencing on April 17.

In his Private Classes, the Reader on Real Property Law will refer more particularly to the leading cases cited in the Public Lectures. He will also discuss the forms of Requisitions to be made on the Investigation of Titles shown upon abstracts delivered by vendors to purchasers, and the nature of the evidence required by conveyancers in proof of such titles.

The Private Lectures will be delivered, in the North Library, on Mondays, Wednesdays, and Fridays, at 11¾ to 1¼ p.m., commencing on April 20.

Jurisprudence and the Civil Law.

The Reader on Jurisprudence and the Civil Law proposes, during the ensuing Educational Term, to deliver twelve Public Lectures on the following subjects:—

The Sources of Personal Law; the Early History of the Law of Property; the Early History of the Law of Contract, and the Mature Jurisprudence of Rome on the subject of Contract; the Law of Testaments, its Ancient and Modern History; the Roman Law of Civil Process.

The Public Lectures will be delivered, in the Middle Temple Hall, on Tuesdays, at 2 p.m., commencing on April 21.

The Reader will, with his Private Class, consider the subject of Roman Law in its bearing on Modern Jurisprudence, using, as his text-book, the *Systema Juris Romani Hodie Usitati* of Mackeldey (Leipsig, 1847).

The Private Lectures will be delivered, at 4, Garden-court, Temple, on Tuesdays, Thursdays, and Saturdays, at 3¾ p.m., commencing on April 23.

Common Law.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, twelve Public Lectures, of which three (prior to the recess) will be in continuation of the subject treated of in the preceding course, and the nine remaining Lectures will be devoted to Criminal Law and matters therewith connected. The programme of the Lectures will be as under:—

Lectures 1—3 will treat of Mercantile Law generally, Mercantile Persons, and Instruments.

Lecture 4 will be introductory to the subject of Criminal Law.

Lectures 5—7 will treat of Proceedings at the Police Court, or before the Committing Magistrate; Sir J. Jervis's Acts; Superior Courts of Criminal Jurisdiction; the Indictment, its office and nature.

Lecture 8.—The leading provisions of Lord Campbell's Acts will herein be considered and explained.

Lectures 9—12 will be occupied in analysing and defining Offences of ordinary occurrence, triable at Quarter Sessions and the Assizes, and in directing attention to the Rules of Evidence appropriate to their investigation.

The Public Lectures will be delivered, in the Inner Temple Hall, on Mondays, at 2 p.m., commencing on April 20.

With his Class the Reader on Common Law will examine minutely the subjects above specified, illustrating them by reference to the most important recent cases, and to the following works:—*Smith's Mercantile Law and Leading Cases; Archbold's Criminal Pleading* (by Welsby); *Greaves' Edition of Lord Campbell's Acts*; and *Taylor on Evidence* (2nd edit.).

The Private Lectures will be delivered, in the Inner Temple Hall, on Tuesdays, Thursdays, and Saturdays, at 11¾ to 1¾ p.m., commencing on April 21.

By order of the Council,

(Signed) Francis Whitmarsh,
Chairman *(pro tem.)*.

Council Chambers, Lincoln's-inn, March 27.

Note.—The Educational Term commences on the 15th April, and ends on the 31st July, subject to a deduction of the days intervening between the end of Easter and the beginning of Trinity Law Terms. The Public Lectures and Private Classes will be suspended after Friday, the 8th day of May next, and will be resumed, at the appointed days and hours, on and after Thursday, the 28th of May.

Chancery Vacation Notice.—The Chambers of the Vice Chancellor Sir R. T. Kindersley will be open on Tuesday, the 14th April, for the transaction of Vacation business.

Recent Decisions in Chancery.

There are, in the books, a great number of cases turning upon the widow's election between her right to dower and under her husband's will. In the modern cases of *Ellis* v. *Lewis* (3 Hare, 310), and *Gibson* v. *Gibson* (1 Drew. 42), the law on the subject has been very fully discussed, and does not now appear to be open to much doubt. It seems to be well settled that where the widow's claim under the will is not inconsistent with her right to dower—where she may consistently enjoy her legal interest paramount to the will, and her testamentary interest under it—the Court will not put her to elect. "A devise of lands, *eo nomine*," said Sir *J. Wigram*, V. C., in *Ellis* v. *Lewis*, "upon trust for sale, or a devise of lands, *eo nomine*, to a devisee beneficially, does not, *per se*, express an intention to devise the land otherwise than subject to its legal incidents, that of dower included. There must be something inconsistent with the enjoyment by the widow of her dower by metes and bounds." *Birmingham* v. *Kirwan* (2 Scho. & Lef. 444), and some other decisions, are to the same effect. The question remains, however, as to what is to be considered as exhibiting an intention to exclude the widow from her dower; and on this, considerable difference of opinion among the judges is observable in their decisions. Some, with Lord *Alvanley*, in *French* v. *Davies* (2 Ves., jun., 578), throw upon the party claiming against the widow the entire onus of showing, by "clear, plain, and incontrovertible proofs, that the testator could not possibly give what he has given consistently with her claim of dower;" and have held, therefore, that a widow is not put to her election between her dower and an annuity under her husband's will (*Greatorex* v. *Cary*, 6 Ves. 615); or a devise to her for life of a mansion-house and the land held with it, being part of the same estate out of which she claimed dower (*Lord Dorchester* v. *Earl of Effingham*, Coop. 319). Others have considered an annuity as inconsistent with dower, as where all the testator's lands subject to the annuity were given by the will of the testator upon other trusts. In such a case (*Villareal* v. *Lord Galway*, Ambl. 682), Lord *Camden* held that there was a necessary implication to bar the dower, because the disposition of the testator's property was such as to leave no fund for her claim of both; and he considered it to be exactly the same thing whether the testator had said she should be barred, or had so disposed of his property as to leave no fund to answer the double claim. In the recent case of *Bending* v. *Bending* (5 W. R. 485), the effect of a devise in trust for sale in putting the widow to her election was discussed. In that case, V. C. *Wood* followed the rule laid down by Lord *Thurlow* in *Foster* v. *Cooke* (3 Bro. C. C. 347), and repeated (as stated above) by Sir *James Wigram* in *Ellis* v. *Lewis*. The testator, in *Bending* v. *Bending*, directed his executors to sell all his freehold and copyhold estates, and gave half of the proceeds to his wife absolutely. She also took the same proportion of his personalty. The question was, whether she was also entitled to dower? The Vice-Chancellor held that she was, there being nothing in the will inconsistent with the right of the widow to have her dower set out by metes and bounds.

In *Cox* v. *Bishop* (5 W. R. 437) it was held by the Lords Justices, reversing the decision of the Master of the Rolls, that equitable assignees of a legal term of years, subject to reserved rents and covenants, were not liable, in equity, after they had parted with their interest, to be sued by the lessor for rent payable and breaches of the covenants accrued during the term of possession and enjoyment by them, under their equitable assignment; inasmuch as the rights of the lessor, whatever they were, were legal rights, and could be enforced at law. The question was substantially the same in principle as arose in *Walters* v. *The Northern Coal Mining Company* (4 W. R. 140), similarly decided by the Lord Chancellor little more than a year ago.

In *Denne* v. *Light* (5 W. R. 430) the owner of a small piece of arable land, part of an uninclosed common field, surrounded on all sides by the land of other persons, contracted to sell it to a person who lived in the neighbourhood. The contract was silent as to any right of way; but it appeared that there was a custom for the owners of pieces of land within the common field to pass over one another's land at a certain time of the year. The nature or extent of the custom, however, was not in evidence. The purchaser objected to complete the contract, upon the ground that the contract implied a cartway, the land being arable; and upon appeal from V. C. *Stuart*, the Lords Justices decided in favour of the objection, it not appearing upon the evidence, to the satisfaction of the Court, that the purchaser was aware of the rights of the surrounding proprietors; and there being evidence to show that the vendor made representations inducing the purchaser to believe that there was an undoubted right of way to the field in question. L. J. *Turner* said, that it was not consistent with the principles of a court of equity to enforce such a contract, without a way for carts and carriages, as such a course would be, in fact, to make a purchaser pay for what he could not enjoy.

Cases at Common Law specially Interesting to Attorneys.

CONTRACTS OF SALE—ORDER FOR GOODS TO BE MADE "AS SOON AS POSSIBLE."

Attwood & Another v. *Emery*, 1 C. B. (N. S.), 110.

This case decides the legal intendment of an expression often used in contracts of sale—viz., an engagement to furnish goods still in the course of manufacture "as soon as possible." The plaintiffs were iron merchants, and the defendant a cooper. The defendant having occasion to finish a large number of casks within a limited time, asked the plaintiffs' manager within what time he could execute an order for iron hoops, and his answer being satisfactory, the defendant afterwards sent a written order for the quantity required (about fifteen tons), requesting that the hoops might be delivered *as soon as possible*. Ultimately, the hoops not being delivered in time for his purpose, the defendant was obliged to procure them elsewhere, and consequently wrote to the plaintiffs, explaining this, and saying that he could not take the hoops ordered; but the plaintiffs returned for an answer that they had already forwarded a portion, and that the remainder would follow forthwith, and refused to accept the countermand; and the defendant persisting in his refusal to receive them, the present action was brought for not accepting and paying for the goods ordered. The jury at the trial returned a verdict for the plaintiffs, but leave was reserved to the defendant to enter a verdict if the Court above should be of opinion either that the plaintiffs were bound to procure the articles elsewhere, in case they were unable to make them themselves at once, or that they were bound to lay aside every other work in order to proceed to the execution of this particular contract. It was now argued on behalf of the plaintiffs, that they were, by the terms of the contract on which they sued, only bound to deliver the hoops within a reasonable time, regard being had to the means they possessed of executing the order, and to the quantity of work they might happen to have in hand. And this construction was acceded to by the Court; for, as remarked by *Williams*, J., the plaintiffs could not be supposed to be contracting without regard to orders which they had already received, and which were entitled to priority of execution. If the defendant had desired to have the goods by a limited time, he should have taken care to give a more limited order.

ATTORNEY—RESPONSIBILITY OF, FOR ACTS DONE BY CLERKS.

Re W. V. Eyre, Palmer v. *Evans* 1 C. B. (N. S.) 161.

This was a rule calling on Mr. E., an attorney of the court, to answer the matters contained in certain affidavits, wherein it was alleged that he had obtained from the defendant an excessive sum for costs, upon an untrue assertion that judgment had been signed, and execution issued. The affidavits used in showing cause failed to satisfy the Court that the alleged extortion had not been practised, but did satisfy them that Mr. E. was not *personally* cognisant of the matter. And certain observations now fell from the Court, which, on account of the importance of the subject, here follow entire: "It seems that there has been very improper conduct on the part of some one in Mr. E.'s office, in extorting from the defendant an excessive sum for costs, under the false pretext that something had been done, which, in fact, had not been done. It does not, however, appear that the matter came personally to the cognisance of Mr. E. But, inasmuch as it was done in his office, and by a person for whose acts he is responsible, and as he received the money, we think he is so far implicated as to make him responsible. It is our duty to see that the power which the law has placed in the hands of the plaintiff and his attorney is not made an instrument of extortion and oppression. We think the justice of the case will be answered by discharging this rule, on Mr. E.'s refunding the amount received by him in excess, and paying the costs of the rule."

In connection with this case, another decision of the same Court should be noted, viz. that of *Dunkley* v. *Farris* (11 C. B. 457), where an attorney's *clerk* had fraudulently simulated the court seal upon a writ of summons, and the court set aside the writ and all proceedings thereon, and ordered the *attorney* (though blameless personally) to pay the costs.

Registration of Title.

REPORT OF THE COMMISSIONERS APPOINTED TO CONSIDER THE SUBJECT OF THE REGISTRATION OF TITLE WITH REFERENCE TO THE SALE AND TRANSFER OF LAND

TO THE QUEEN'S MOST EXCELLENT MAJESTY IN HER HIGH COURT OF CHANCERY.

In pursuance of your Majesty's Commission authorising and appointing us to consider the subject of the Registration of Title with reference to the sale and transfer of land, and generally to inquire into and consider the advantages and disadvantages attending such a system, we, your Majesty's Commissioners humbly beg leave to present to your Majesty the following Report:—

1. *Origin of Inquiry.*]—The issuing of this Commission was recommended by a Select Committee of the House of Commons, to whom a bill for the registration of assurances, and certain other bills for facilitating the sale and transfer of land, were referred for consideration during the Parliamentary session of 1853. Under these circumstances we deem it right to advert to the report of that committee and the evidence appended to it, in order that we may ascertain and constantly bear in mind the full scope and object of the inquiry, which, by your Majesty's command, we have undertaken.

2. *Report of Select Committee of the House of Commons on Registration of Assurances Bill,* 1853, *and other Bills.*]—We find that three bills were submitted to the consideration of the committee, the first of which had been sent down from the House of Lords. These bills were intitled: 1. A bill for the registration of assurances. 2. A bill to facilitate the sale and purchase of land. And 3. A bill to facilitate the transfer of land in Ireland. The committee reported that the first of these bills contained within itself two distinct principles of registration; the one, contemplating the registration of all assurances in any manner relating to land, and the legal or equitable estate and interest therein; the other, proposing that the legal title alone should be entered in the registry, and that there should be no necessity to register the instruments which declare or transmit the beneficial interest or equitable ownership. They also stated that the two other bills proceeded upon a principle similar to that referred to as contained in the first bill, namely, the principle of keeping the registered ownership wholly separate and apart from the equitable right or title. And they further observed, that "pursuing that idea, and confining their attention to that principle, they had examined some witnesses of high professional reputation, who had brought under their notice a scheme for the registration of title or of legal ownership, which, if it could be fully developed and made capable of easy practical operation, would appear to them to fulfil the most important conditions of registration, and to afford the means of insuring great

facility for the transfer of land combined with great simplicity and security of title."

The advantages to be derived from some system of registration of land are therefore assumed by the committee, provided that the difficulties which have hitherto stood in the way of a practical settlement of this important question can be removed or obviated.

3. *Evidence made use of in this inquiry.*]—In prosecuting our inquiries, we have availed ourselves of the labours of former commissioners, especially the second report of the real property commissioners in 1832, and the report of the registration and conveyancing commissioners in 1850. We have also consulted the report of the commissioners appointed to inquire into the working of the Encumbered Estates Court in Ireland in 1855, and the evidence taken before the select committee of the House of Commons on the registration of assurances in 1853, and we have referred to the report in 1856 of the select committee of the House of Commons on the Court of Chancery (Ireland) bills.

We have further directed a series of questions to be circulated in different parts of the kingdom among persons practically acquainted with the subject; and these questions, together with the answers thereto, will be found in the Appendix. We have likewise examined some witnesses *vivâ voce*, partly with the view of ascertaining more accurately the nature of the plan submitted to the House of Commons in 1853; partly to obtain information on the subject of maps, which afford, in the opinion of many persons, the best means of describing and identifying landed property, and indexing registered titles of it; and partly to learn how the system of stop-orders or distringases works at the Bank of England in restraining the transfer of the public funds.

We have also the pleasure of acknowledging that we have been assisted in our inquiries by different observations and suggestions which have been communicated to us upon the subject of registration, two of which papers we have printed in the Appendix (*a*), and by several publications upon the subject of registration, and the means of improving the title to landed property, which have been laid before us by the authors of them, and which are mentioned in the note below (*b*).

As to Registration generally—The Existing Systems—and the Failure of previous Attempts at a General Registration.

4. *Expediency of some Registration.*]—We need not dwell on the advantages to be derived from registration of the ownership of land; they are, and have been for a long time, very generally admitted.

In the earlier periods of our history, publicity was considered essential in almost all dealings with landed property. The transfer of the immediate freehold in possession was made notorious by livery of seisin; the transfer of the remainder or reversion was made equally notorious by the attornment of the tenant of the estate in possession, by which he recognised the new proprietor; the surrender of copyholds, followed by the admission of the copyholder, was an open avowal in the presence of the lord, and before the whole homage, that an old tenant had died or disposed of his interest, and that a new tenant had come into the manor, and taken his place; fines with proclamations were public acknowledgments in the King's Courts that an estate which was supposed to belong to one man was in truth the estate or property of another; while easements, such as rights of way and rights of water, were evidenced and kept in existence by the notoriety of continued user and actual enjoyment. The Statutes of Uses and Enrolments were passed with similar objects. By them the Legislature sought to abolish that secret transfer of land which had begun to prevail by means of private confidences, enforced by the jurisdiction of Courts of Equity. Accordingly, the former of these Statutes transferred the use into possession; while the latter rendered void any bargain and sale limiting an estate of freehold which was not enrolled in the Court of Chancery. But the object of these provisions was soon evaded by a subtle construction and contrivance; and instead of giving publicity and notoriety to equitable transfers, the Statute of Uses was so interpreted as to make even legal conveyances, what they never were before, secret. So obvious were the evils resulting from this change, that, from the time of James the First to the present, repeated attempts have been made to remedy them by means of public registration, but made in vain. An historical account of these attempts was furnished by Mr. Sanders to the Registration and Conveyancing Commissioners, and it will be found at length in the 6th Appendix to their Report. (*c*) It appears therefrom that the principle of registration has been constantly recommended by the ablest lawyers and statesmen; that this principle has been repeatedly recognised by both Houses of Parliament separately, though they have failed to agree in the details of a measure which might pass into a law; that the difficulty and uncertainty of finding out such charges and incumbrances as affected the land, was early considered to be highly prejudicial to purchasers and creditors; that as early as the reign of Charles the Second (*d*) this uncertainty of titles to estates was deemed to be "one cause of the decay of rents and value of lands;" and that the same conviction, instead of being diminished, has been so much strengthened by subsequent experience, that upwards of twenty bills have, within the course of the last twenty years, been brought into Parliament for the purpose of establishing systems of registration. It should also be remembered that the Select Committee of the House of Lords appointed to inquire into the Burdens upon Land, having attributed the diminution of the marketable value of real property to the tedious and expensive process attending its transfer, expressed themselves as anxious to impress on the House the necessity of a thorough revision of the whole subject of conveyancing, and the disuse of the present prolix and vexatious system. They also recommended the improvement of the law of real property, the simplification of titles, and of the forms of conveyance, and the establishment of some effective system in the registration of deeds.

5. *Failures of previous measures owing to the objection to a Registration of Assurances.*]—With such a remarkable concurrence of opinion, the failure of measures so often proposed and so generally desired can hardly be attributed to any other cause than the practical difficulties which, upon examination, are seen to be inherent in or likely to result from a system of registration of assurances. The fear that such a system of registration would be found to be productive of evils as great, or nearly as great, as those against which it was intended to provide, was probably the main reason with induced the Select Committee of the House of Commons in 1853 to pause in adopting the bill then before them, and to suggest, instead of passing a measure of that description, the appointment of a commission for the purpose of considering the subject of registration of title, with a view to facilitate the sale and transfer of land. Bearing this in mind, we deemed it our duty in the first instance to address ourselves more particularly to a careful examination of the defects imputed and the objections entertained to a system of registration of assurances, in order that we might judge how far they might be remedied and overcome by a system of registration of title.

6. *Matters to be considered with reference to a system of Registration*].—In order to form a just opinion as to the suitableness or sufficiency of a register of assurances, or of the species of registration which we are appointed to consider as a remedy for the objections it is intended to remove, it may be desirable that we should first advert to the examples already existing in our law of modes of registration; secondly, to the chief causes and grounds of complaint which are alleged against the existing system of transfer of land; and thirdly, to the peculiarities in the law of real property and the practice of conveyancing, which cast, as it is considered, unfair burdens on the owners of land, and injuriously interfere with the profitable use and enjoyment of land.

7. *The different kinds of Registration existing*]. — Various systems and methods of registration are found actually existing in practice, for the protection of the title to landed and other property. The peculiarities and incidents of these different systems we think it necessary to bear in mind in the investigation of the subject before us.

The various kinds of registry, or modes of registration, to which we refer, differ materially in their objects and their extent, and may be distinguished as follows:—

1. A register of incumbrances and securities for *debt*; as,

(*a*) "A Plan for the Registration of Titles to Land," by Mr. Randell Macdonnell. "Letter and Plan" of Mr. Edward Thomas Wakefield.

(*b*) "Shall we Transfer our Lands by Register?" by Joseph Goodeve, Esq. "Suggestions for a General Index of Title to Real and Personal Property," by W. R. A. Boyle, Esq. "The Annihilation of past Titles considered as the only effectual Amelioration of present Titles, with a Scheme for its Accomplishment," by T. P. Keene, Esq. There has also been published since this Report was in print, a pamphlet intitled "The Transfer of Land by means of a Judicial Assurance: its Practicability and Advantages considered, in a Letter to Sir Richard Bethell, M.P.," by Isaac Butt, Esq., Q.C.

(*c*) See the Report of the Registration and Conveyancing Commissioners, p. 232.

(*d*) 1669, Lords' Journal, vol. xii. p. 273.

The registers of judgments (*e*), Grants of Annuities (*f*), Warrants of Attorney (*g*), Crown Debts and Recognizances (*h*), and Cases of Lis pendens (*i*).

2. A Register or inrolment of particular classes of deeds, or deeds having particular objects; as,

The Inrolment of Deeds of Bargain and Sale (*k*), Disentailing Assurances, or deeds executed for barring estates tail (*l*), and Bills of Sale of Personal Chattels capapable of delivery (*m*).

3. A Register of Memorials, of brief abstracts of deeds and instruments; as,

The Registers of Memorials of deeds and wills affecting lands in Ireland (*n*), and in the counties of Middlesex (*o*), and York (*p*).

4. An Inrolment of the Deeds themselves, or full copies of them, and extending to all deeds; as,

The Inrolment of Deeds affecting lands in the Bedford Level (*q*).

5. A Register of the Title or actual Ownership, independently and irrespectively of the past transactions or deeds by which it has been acquired.

Such is the Register in the books of the Bank of England of the public stocks and funds.

8. *Possible Extension of some of the existing systems.*]—Besides the foregoing, other schemes or systems of registration, somewhat different in principle, have, as matters of theory, been suggested; but we believe that no examples are found in actual operation in our own country of any other modes or kinds of registration than those above detailed, unless the Court Rolls of Manors form an exception.

If the fourth of the above-mentioned systems were made to extend to the whole country, it would be what is termed a general Register of Assurances, and would supersede the second and third.

If the fifth of these systems were extended to land, or if a register upon similar principles were applied to the ownership of land, it would exclude, or at all events might be made to render superfluous, the second, third, and fourth systems, and (with the addition of suitable provisions) the first also.

9. *Policy of existing systems.*]—It is important to observe that this institution of registry has always, in each of its several forms, been directed to the attainment of one specific object of public policy, and founded upon a regard to one broad and distinctly defined interest of the community—namely, the security of title and of transactions by means of notoriety and the perpetuation of evidence (*r*).

10. *Extension of that policy.*]—This policy accordingly long since suggested the project of establishing a general register of all deeds affecting the title to the landed property of the kingdom, or, as it has been of late years termed, a Register of Assurances.

It was moreover considered that such a measure would furnish a remedy for many admitted evils in our real property system, or was the necessary precursor or accompaniment of any attempt to remedy those evils.

11. *Present state of the law as to landed titles.*]—By the law of England the possession of land does not conclusively prove the possessor to be entitled to it or to have the right of disposing of it.

The ownership of land is not a simple right, or quantity, or a right which exists only in a simple or single form—like that of a chair or a sum of stock—but is susceptible of modification, by deeds, into a number of independent quantities and degrees of ownership.

These lesser ownerships in the land, if called into existence, must all reunite or coalesce in order to confer the complete title to the land; or, in other words, the subsequent derivation of title must be traced through and must include them.

A possession or transfer inconsistent with them does not put an end to them; they remain integral parts of the title so long as the terms of their own creation admit of their taking effect, and the Statute of Limitations has not barred them.

There is no record in law of the derivation of the title except the title-deeds, and there is no security in law that such title-deeds may not be suppressed or improperly withheld.

A retrospective investigation of the title (or, in other words, the former dealings with the land) must therefore take place on the occasion of a sale, in order to ascertain that the possessor is also the owner, and that no qualifying rights exist.

Though by such means the title be ascertained to be valid, the law provides no permanent or binding record of that fact, or of the fact of ownership, to serve as a rest in the title, or form the foundation of its future deduction.

It becomes necessary, therefore, on the occasion of subsequent dealings with new purchasers, that such purchasers should, in their own interest and for their own protection, repeat the investigation which took place before, and examine the title retrospectively from the date of their own contract, without relying on the previous transfer, or the possession enjoyed under it, and treating these as possibly illusory merely.

Lastly, according (*s*) to the law of England, the right to the possession, and to recover the rents and profits of real property in a court of law, may be vested in one person, while another is the beneficial owner. The person who is entitled at law is technically said to have the legal estate, and the beneficial owner is technically said to have the equitable estate. All actions and proceedings in courts of law must be brought and defended in the name of the person who has the legal estate:

(*e*) Established in 1692 by the 4 & 5 William and Mary, c. 20., and since varied and extended by the 1 & 2 Vict. c. 110, and 2 & 3 Vict. c. 11, and 18 & 19 Vict. c. 15.

(*f*) Established in 1777 by the 17 Geo. 3. c. 26., and varied and improved by the 53 Geo. 3, c. 141, subsequently repealed by the Act abolishing the laws relating to Usury, 17 & 18 Vict. c. 90, but restored in an amended form by the 18 & 19 Vict. c. 15, s. 12.

(*g*) Established in 1822 by the 3 Geo. 4, c. 39, extended by 6 & 7 Vict. c. 66.

(*h*) Established in 1839 by the 2 & 3 Vict. c. 11, ss. 8, 9.

(*i*) Established in 1839 by the 2 & 3 Vict. c. 11, s. 7.

(*k*) Established in 1535 by the Statute 27 Hen. 8, c. 16.

(*l*) Established in 1833 by the 3 & 4 Will. 4, c. 74, s. 41.

(*m*) Established in 1854 by the 17 & 18 Vict. c. 36.

(*n*) Established in 1707 by the Irish Statute 6 Anne, c. 2.

(*o*) Established as to the several Ridings in the years 1703, 1707, and 1735, by the Statutes 2 & 3 Anne, c. 4; 6 Anne, c. 35; and 8 Geo. 2, c. 6.

(*p*) Established in the year 1708 by the Statute 7 Anne, c. 20.

(*q*) Established in 1663 by the Act for draining the Bedford Level, 15 Car. 2, c. 17, s. 8.

(*r*) The Act of 4 & 5 William & Mary, requiring judgments to be docketed, contains the following recital:—"Whereas great mischiefs and damages happen and come as well to persons in their lifetimes, but more often to their heirs, executors, and administrators, and also to purchasers and mortgagees, by judgments entered upon record in their Majesty's Courts at Westminster against the persons defendants, by reason of the difficulty there is in finding out such judgments."

The Act establishing a Register of Grants of Annuities contains the preamble:—"Whereas the pernicious practice of raising money by the sale of life annuities hath of late years greatly increased, and is much promoted by the secrecy with which such transactions are conducted." And the Act of 18 & 19 Vict., which regulates the present register of life annuities, is expressly grounded on the fact, that "purchasers are no longer enabled to ascertain by search what life annuities or rent charges may have been granted by their vendors or others."

The Register of Warrants of Attorney is required, because "injustice is frequently done to creditors by secret warrants of attorney to confess judgments for securing the payment of money, whereby persons in a state of insolvency are enabled to keep up the appearance of being in good circumstances, and the persons holding such warrants of attorney have the power of taking the property of such insolvents in execution at any time, to the exclusion of the rest of their creditors." And the Act of 6 & 7 Vict., passed to enlarge the provisions of the previous Act, proceeds upon the ground that "greater facilities should be given to persons in searching the books" in which the particulars of the warrants of attorney are entered, "and obtaining the information contained therein."

The Register of Crown debts and cases of *Lis pendens* is founded on the principle "that further protection should be afforded to purchasers" against those incumbrances.

The policy of the Statute of Inrolments, 27 Hen. 8, c. 16, we are told by Chief Baron Gilbert, was to remedy the effect of the Statute of Uses, which, "by executing all uses raised, introduced a secret way of conveyance contrary to the policy of the common law." Accordingly, the Statute provides that the deeds, when inrolled, shall remain in the custody of the custos rotulorum, amongst the other records of the counties, to the intent that every party that "hath to do therewith may resort and see the effects and tenor of every such writing so inrolled."

The inrolment of disentailing deeds, it cannot be doubted, was required in order to answer the purposes of notoriety and perpetuation of evidence, which, in theory, at least, were promoted or secured in the former practice of levying fines and suffering recoveries.

The registration of bills of sale is required upon the ground that "frauds are frequently committed upon creditors by secret bills of sale of personal chattels, whereby persons are enabled to keep up the appearance of being in good circumstances and possessed of property, and the grantees or holders of such bills of sale have the power of taking possession of the property of such persons, to the exclusion of the rest of their creditors."

The Irish Registry Act is grounded on the principle of "securing purchasers, preventing forgeries, and fraudulent gifts and conveyances of lands," &c.

The West Riding Registry Act states, that "most of the traders in the West Riding are freeholders, and have frequent occasions to borrow money upon their estates for managing their trade, but for want of a register find it difficult to give security to the satisfaction of the money lenders, although the security they offer be really good, by means whereof the said trade is very much obstructed, and many families ruined." The North and East Riding and the Middlesex Registry Acts contain preambles, one of which states, that "By the different and secret ways of conveying lands, such as are ill disposed have it in their power to commit frauds, and frequently do so, by means whereof several persons have been undone in their purchases and mortgages by prior and secret conveyances and fraudulent incumbrances, and not only themselves but their whole families thereby utterly ruined."

(*s*) 2 Bl. Pr. Com. Rep. p. 7

the person who has the equitable estate can only enforce his rights through the medium of a Court of Equity.

12. *Evils of the present state of the law.*]—Such being the general outline of the nature of landed titles in this country, persons intending to become buyers of land find the practical working and consequences of the system to be something like the following:—

1. There being no registry of deeds or of ownership, fraudulent titles may be made by the suppression or destruction of title-deeds.

2. There is consequently a general insecurity of title and apprehension of risk, even when, to all external appearances, there is an absence of any ground for suspicion.

3. The evidence of title, for want of a register, is, at best, inferential and negative. The title can never be affirmatively and positively shown to be good. The possibility of its being impeachable cannot be excluded. Notwithstanding the dangers, however, thus to be encountered, a person who has entered into a contract of purchase in the usual way, without any information as to the title, is compellable to fulfil his contract, unless he can prove facts showing the title to be bad or judicially doubtful; the possible existence of documents unproduced not being a ground of defence (*t*).

4. Should the subject-matter of the purchase be only an equitable estate, the purchaser may be defeated by a subsequent purchaser (without notice) of the same estate, if he happens first to succeed in procuring a transfer of the legal estate.

5. Even an innocent purchaser who may possess the legal estate may be put to proof that, at the time of his purchase, he had not notice of some dealing or transaction for which priority is claimed; and such notice may be imputed to him constructively from an infinite variety of circumstances.

6. A second mortgagee may, notwithstanding notice given by him to the first, find his security destroyed by a transfer from the first mortgagee to the third, unless the latter at the time of his loan had notice of the second mortgage.

7. Thus, equitable and derivative or secondary estates become, in fact, not marketable.

8. Contests and artificial contrivances to obtain priority by getting in the legal estate become inevitable; and these merely in order to incline the legal balance in favour of one innocent victim of a fraud as against another equally innocent. Moreover (*u*), those expenses in the transfer and disposition of real property which arise from the necessity of obtaining conveyances and assignments of outstanding legal estates are very oppressive, and they are submitted to with the more reluctance, because they proceed from a fictitious distinction, which is unintelligible except to professional persons. The expense of applications to the Court of Chancery, to enable trustees under disability to convey, and of the general evidence of representation, and deduction of title to trust estates, with the deeds relating to them, frequently exceed very considerably the expense of the conveyance, or other principal deed for effecting the real object of the parties.

9. Deeds are liable to be lost, and there is no permanent evidence of the contents of the lost deeds.

10. Constant difficulty is experienced in obtaining the production of deeds when they relate in common to two or more estates, or to the divided parts of an estate which was once entire.

11. By this difficulty of obtaining the production of deeds, or insuring their production to buyers, and by the loss of deeds, titles are rendered unmarketable.

12. Disputes arise as to the proper custody of the title-deeds.

13. The possession of the title-deeds by law belongs to the person first interested in the freehold, and this possession, without a registry of the deeds, enables, in many cases, the party having their custody to destroy, to suppress, or even to fabricate particular instruments, in fraud of other persons entitled to posterior interests, and in fraud of buyers and lenders.

14. There being no registry of the ownership, and there being no conclusive record of the past dealings with the property, a history of those dealings must be made, in the form of an abstract of title, on the occasion of every succeeding sale or mortgage.

15. That history must on every such occasion be investigated and put to the proof.

16. Thus the former dealings with the land, however transitory their object, produce a permanent and an injurious effect upon the title, whether they result in conferring a good title or not. The transactions which enter into the history of the title, though spent and determined according to their own proper intention and effect, yet fasten themselves upon the ownership, and continue vital and operative to the extent of obliging every person dealing with the land to see and take care that they are in fact spent, and have done their work.

17. Historical recitals of the previous title become necessary in the deeds executed on the transfer of landed property. These greatly lengthen the deeds, and are the occasion of constantly increasing expense in the future deduction of the title and dealings with the property.

18. Special and restrictive conditions of sale become necessary in order to preclude objections by the buyer, which this retrospective investigation of the title may enable or entitle him to make; and a practice ensues of framing conditions of sale, which, in order not to deprecate the interests of the seller, or injure his sale, are so disguised as often to entrap the unlearned or unwary buyer.

19. The danger of contracting to buy land without a previous knowledge of the title is thus perceived by prudent and cautious buyers, and persons become unwilling to bind themselves as they ought by contract, or until after they have seen the abstract of title.

20. Where a contract is in fact duly entered into, the investigation of the title often causes, not expense only, but delay, annoyance, and disappointment, sickening to both buyer and seller. The seller does not receive his money, nor the buyer his land, until the advantage or the pleasure of the bargain is lost or has passed away.

21. The existence (*x*) of technical defects in titles substantially good, places an undue amount of power (as has been well said) in the hands of an unscrupulous purchaser. The proceedings towards the completion of a sale, after the contract is made, necessarily occupy a considerable time; during which the purchaser has an opportunity of ascertaining, from the state and changes of the markets, whether his purchase is likely to prove a good speculation or the reverse; and his acceptance or refusal of the title is often unduly influenced by considerations arising from these circumstances.

22. Thus, finally, from these various causes, the sale and transfer of land are impeded, and dealings in it are discouraged (*y*).

13. *Objects which it is desirable to effect.*]—From what has been said, we think it may be concluded, that the great objects which the reform of this branch of the law ought to have in view range under the following heads—viz.

1. Security of title.
2. Simplification of the title.
3. A record of the actual ownership.
4. Simplification of the forms of conveyance and general facility of transfer.

We do not conceive, indeed, that it is necessarily an objection to any proposition for a system of registration, that it is not adapted to accomplish all these objects. It may be sufficient for us to say, that if different systems of registration be proposed for consideration, that system which is found to secure these objects in the fullest extent will best serve the interests of landowners and the public generally, and furnish the surest remedy for the evils out of which the demand for a registry of assurances arose.

14. *Advantages of a Registration of Assurances.*]—That a register of assurances would give increased security of title we see no reason to doubt. All those evils and objections which call for protection against the suppression of documentary evidence of title, would, we think, be removed or remedied by a general register of deeds and other assurances relating to land.

Registration of assurances has been justly said (*z*) to be a

(*t*) 2 Re. Pr. Com. Rep. pp. 5, 6.
(*u*) 2 Re. Pr. Com. Rep. App., p. 128.

(*x*) Mr. Commissioner Hargreave's evidence.
(*y*) It is well observed by the Real Property Commissioners, in their Second Report, that "the great difficulties which occur in selling estates and obtaining money on real security, the time which usually elapses before the completion of such transactions, and the harassing expenses and disappointments which attend them, are evils universally acknowledged. They are by many persons considered the greatest evils belonging to our law of real property. We believe that it may be confidently asserted, that, of the real property of England, a very considerable portion is in one of these two predicaments—either the want of security against the existence of latent deeds renders actually unsafe a title which is yet marketable, or the want of means of procuring the formal requisites of title renders unmarketable a title which is substantially safe." The Commissioners also allude to "the depreciation of real property occasioned by the general feeling of the present insecurity of title, and by the apprehension of the delay and expense attending transactions relating to real property;" and observe that "it is obvious that by removing them a register would have a tendency to increase the value of estates, and diminish the rate of interest upon mortgages."
(*z*) Mr. R. Walters' evidence, 2 Re. Pr. Com. Rep., App., p. 131.

system which would protect every man against the ordinary accidents to which deeds and instruments are subject, and would afford a perfect substitute for covenants for production, where (as in the great majority of purchases is the case) a purchaser cannot obtain the deeds; and thus owners of estates would no longer, as to these matters, be in the situation in which they frequently are placed, of utter inability to offer their estates for sale, except clogged with conditions which must necessarily prejudice the sale. One of the most common objections occurring in titles arises from the discovery, pending the investigation, that other deeds besides those which are in the vendor's possession or power relate to the title. If the purchaser cannot obtain access to these deeds, and a binding covenant for the production of them (however unimportant they may be), he will not be compelled to complete the purchase.

Registration of assurances, it has also been justly contended, would afford an effectual protection against deeds or instruments of which a purchaser or mortgagee may not have notice, and against which, unless he obtains the legal estate—the *tabula in naufragio*—(of the possession of which, by the way, he can have no confident assurance), he cannot protect himself. It would also disable parties from suppressing family and other deeds of which no general notoriety exists, and which are in the custody of persons having only a limited interest in the estates.

In a few words, the result is, that a system of registration of assurances would afford protection and security to those who are equitably entitled to it, and would check fraud and dishonesty. The effect of registration of assurances would, we may admit, as respects these circumstances, be beneficial as well to the proprietors of real property as to the community.

15. If, therefore, there were no other objects to be accomplished than security of title and protection against fraud, or if there were no system which would reach the other objects in view, a register of assurances would be a valuable measure; though, even so viewed, it might happen that incidental inconveniences would arise to counterbalance such benefits. We shall, in fact, have occasion presently to consider whether many and considerable objections would not attend a system of registration of assurances, even assuming it to insure all the requisite security of title.

16. *What Registration of Assurances will not effect.*]—It is first, however, material to observe that a Register of Assurances would not of itself, as we conceive, operate to simplify title, or facilitate (as respects the title) the transfer of land, or render less intricate the practice of conveyancing, or lessen any of the burdens on land which arise from those peculiarities in the ownership of land to which we have above adverted.

The registration of assurances would not, as we think, render unnecessary the retrospective investigation of the title on the occasion of each succeeding sale or mortgage. The effect of past dealings upon the title to the land would remain the same as at present. No evidence of the ownership would be afforded without examining the former transactions, as is now done. Abstracts of title would not be shortened. The forms of conveyance would not be simplified.

The technicalities and anomalies of the law of real property would, we think, be confirmed, rather than lessened or relieved, by registration of assurances, unaccompanied by alterations in the general law. Those embarrassments and impediments in the sale and transfer of land which arise from the state of the law and the mode of showing title to land would remain as before, if indeed the delay, trouble, and expense in tranferring land would nat be increased rather than diminished by the establishment of a Register of Assurances. A brief consideration of the positive objections that have been taken to that scheme is calculated, we think, to show that this would be the case.

17. *First objection to a Registration of Assurances considered.*]—One of the most prominent objections to registration of assurances is the vast bulk and increasing quantity of deeds and instruments which would have to be kept, and, on transfers, to be searched and examined (*a*). It is calculated by solicitors that these instruments would accumulate at the rate of 800,000 annually, requiring a registry of 1,000 a day for every working day. The inconvenience of this, as well as the cost, would be so great, and it struck so forcibly the Commissioners who reported in 1850, that they endeavoured to get rid of the objection by allowing protection in a variety of instances to unregistered assurances. After observing that in one aspect it would seem necessary to the perfection of a register that the registration should be as essential as any other solemnity required to the execution of a deed, the Commissioners in their Report remark, "But (*b*) we believe that the establishment of such a rule would lead to consequences seriously affecting the practical utility of registration. One great difficulty in the way of the establishment of a register has always been the bulk of written instruments which are forced upon the attention of purchasers. If registration were made imperative, this evil would become very formidable. After careful consideration we see no sufficient reason for denying to an unregistered assurance an effect which is not incompatible with the protection to be afforded by the register to those who seek such protection. An unregistered deed may be safely allowed to have its full effect against all persons except purchasers claiming the protection of the register." A stronger proof of the magnitude of the evil arising from an indefinite accumulation of deeds can hardly be adduced, for the remedy proposed amounts to this, that in establishing a registry of deeds one of the principal advantages intended to be derived from it, namely, the certainty of always being able to ascertain the instruments which by possibility can affect the land, may be withheld, except as against persons who have chosen to claim the protection of registration.

18. *Second objection considered.*—In the second place, the registration of assurances would involve a specific addition to the existing burdens on the transfer of land, without diminishing, as we think, except remotely and casually, any of the existing causes of expense, tardiness, and difficulty in such transfer. The cost of the necessary searches, and the delay and impediments they will occasion in completing sales are not to be overlooked, if no substantial compensation be afforded by diminishing or removing other causes of expense and embarrassment. The complexities of title and the technicalities of transfer, which are at present the chief causes of cost and difficulty, and protracted inquiries in performing contracts of sale, will not be taken away by any system of registering deeds. To this we must add the important consideration that the additional expense and complication caused by requiring registration would be universal, and would extend to all landed property, and to all sales and purchases of it, large or small. The benefit, however, which the register would confer by excluding the risk of fraud would be exceptional and peculiar. All transactions would, in fact, be made to pay for the machinery contrived to defeat fraud in a few. Were the register calculated to simplify title generally, or the forms of transfer generally, or were it adapted to relieve sellers and buyers from the necessity of retrospectively investigating past titles, the benefit to landed property, and to commerce in it, would be universal, or substantially so; and in such a state of things there would be no harshness in throwing upon all transactions the cost and burden of coming and being admitted to the register. Unless, however, the investigation of the title retrospectively can be dispensed with, the main sources of expense will remain untouched. The expense of this investigation amounts certainly to one-third and often to two-thirds of the whole cost incurred by a purchaser (*c*). We cannot, therefore, but concur in the opinion expressed by Mr. Hayes, that by "establishing a general register there is an absolute certainty of an immediate addition to the expense of every transaction relating to land, and the risk of involving titles at an early period in almost irretrievable embarrassment, while all the advantages which it tenders are more or less speculative and remote." In small transactions, which are far the most numerous, any increase of expense would be very oppressive (*d*). An account of a purchaser's legal expenses incurred at various times and in different parts of the country has been furnished by one of the witnesses (*e*). It gives an average of two and a half per cent. on the purchase-money, or five times the *ad valorem* stamp duty. But as an average affords no notion of the heavy burden in individual cases, it is necessary to look at the smaller properties; it will there be found that the expenses of the purchase mount up to ten, twenty, and even twenty-three per cent. Make even a slight addition to these expenses, and then a register, which is intended for the benefit of sellers and purchasers, would be the occasion of actual loss to the great mass of the persons interested. The Select Committee of the House of Commons in 1832 were so strongly impressed with this result, that when they considered that a general register of deeds and instruments would be of decided advantage to large purchases, they only

(*a*) Lord St. Leonard's Pamphlet, "Shall we Register our Deeds?" p. 4.

(*b*) Page 28.

(*c*) See the answers of Messrs. Hurst, Lewis, Statham, Shaen, Sweet, Christie, Farrer, Dugmore, &c.

(*d*) See answers to Question 2. See also Mr. Bullar's Evidence on Registration of Assurances Bill in answer to Question 685, &c.

(*e*) See Mr. Sweet's answers to written questions.

recommended it as regards small purchases, upon the ground that such a measure "would be made most perfect by being made applicable to all lands without reference to their value." We cannot think it right to do an injustice to a large body of people merely for the sake of obtaining uniformity, which is miscalled perfection. Such perfection would operate unfairly on small proprietors, and, as Lord St. Leonards has well observed, "probably it would induce them not to resort to the register at all, and then they would be exposed to evils to which they are not now liable; for if the rate of insurance be too high, the mariner prefers encountering the perils of the sea."

19. *Third objection considered.*] — Increased complication is a third objection to a general system of registering assurances. If any of the instruments affecting the title are withheld from the register, then the system becomes imperfect. If memorials only are registered, the original instruments of which the memorials are given must be searched for, and copied, or abstracted; and if the instruments are once registered, they must remain on the register. However occasional or however temporary their object, they cannot be destroyed; whether satisfied or not they must still be kept, and being kept they must all be examined by purchasers. Thus, the machinery would be too complicated to answer its purpose, and complication would diminish the facilities of transfer, and increase the chances of miscarriage. Simplicity and accuracy are the grand objects to be attained. The absence of these must lead to uncertainty, and uncertainty is insecurity, and insecurity is impediment. But how are simplicity and accuracy to be attained if notice of deeds by the fact of their being registered is to be multiplied and perpetuated? Extinct life estates, and charges or incumbrances which have been satisfied or exhausted, and other interests which have ceased to be of real importance to the title, must more or less form part of the abstract, and the purchaser's solicitor would not be justified in disregarding them

20. *Fourth objection considered.*]—Another objection raised to a general registration of assurances is the fear of unnecessary and uncalled-for disclosures (*f*). No man likes to make his private affairs public; and one man has no right to pry into the affairs of another, except for some object, in which the latter has given him an interest. Now the only legitimate object of making public or giving notoriety to any title-deeds is to prevent frauds in the transfer of property by insuring notice to future contractors of all transactions which are to affect them. For that purpose, however, there can be no need of disclosing the whole internal history of the title for an indefinite period. There can be no reason why every particular, however secret or however confidential, should be made known. Why are the trusts which affect an estate in land to be more divulged than the trusts which affect stock or railway debentures? Why are settlements and family arrangements, which are intended to preserve property in families, to be more liable to exposure in the one case than they are in the other? These and similar questions have often been asked, but they have never received a satisfactory answer. The objection is striking; and the force of it constrained the Real Property Commissioners in 1832 (*g*) to suggest that in many cases, such as that of an appointment of a reversionary interest, or of portions in favour of children, the registration might be safely delayed; and that any provision which it might be desirable to conceal might be made by vesting an interest in trustees in whom confidence could be reposed. They added, moreover, that the peril would be no greater than exists in all settlements of money in the funds, and in many other cases in which trusts are not expressed in the instruments by which the property is vested in the trustees. Such suggestions are by no means unimportant. They show, that, in cases like those pointed out, the Commissioners considered that the difficulty of establishing a registration of assurances would be so great that they were prepared to substitute for it what in fact in the particular case amounted to a registration of title; but if a registration of title would be good for settlements, why would it not be equally good for mortgages and purchases? If requisite for the one, why not for the other? If the analogy from the funds is available for determining the mode of registration in some cases, why not in all? The dread of disclosure can hardly constitute a just distinction between mortgages and settlements; for the danger of disclosures affecting credit would probably be as great as the dangers of disclosures affecting settlements and family arrangements. Nor do we think that there is any inconsistency in attributing weight to this objection, and at the same time regarding as an evil the disuse or loss of that system of public transfer of land which in a previous part of this report we have adverted to as having prevailed in the earlier periods of our history.

21. *Fifth objection considered.*] — Another objection to a registration of assurances would be, the enhanced difficulty of obtaining loans by a deposit of deeds. The transactions of this kind are very numerous. At present a respectable man in possession of title-deeds may and does obtain relief in sudden emergencies confidentially, easily, and at a few hours' notice. But if a registry of assurances were the only means of establishing title, and if this title could no longer be evidenced, even *primâ facie*, by the possession of deeds, transactions by deposit of deeds would be seriously impeded. The knowledge of such deposits, ascertained by publication through a general register, would be repugnant to the feelings of most depositors, and the process of search and consequent delay would stop or limit this species of dealing just at the time when facility and dispatch are the chief things needed. These are results which cannot be contemplated in a great commercial country without apprehension and alarm. And we may confidently conclude, that any system of registration which did not provide for arrangements equal in convenience to the deposit of deeds would fail to meet with general acceptance. To obviate this objection as much as possible, the principal bills of late years introduced for the registration of assurances directed certificates of registration to be granted. Upon the faith of these it was supposed that parties could obtain loans in the same way as they can now obtain them on the deposit of deeds. But we doubt whether the same confidence would be given to such certificates as that which is given to the deeds themselves, unless they were considered, not only as certificates of the fact of registration, but also as certificates of the fact of ownership. In the latter case, however, it is perfectly evident that the register would become a register of title rather than a register of instruments and assurances.

22. *Sixth objection considered*].—Another objection to registration of assurances is, that it would tend to render less secure possessory titles,—those titles, namely, which depend more upon the fact of quiet and long-continued enjoyment than the technical sufficiency and accuracy of the various deeds which may have contributed to form the stages and steps of the title. The evidence of defects and slips in limitations and conveyances would by the register be perpetuated; and that possession which might have continued undisturbed if the possessor had been allowed to keep his deeds in his box, would be made to invite criticism and attack by presenting a public record of some frailty, by which, or notwithstanding which, historically, the possession might have been acquired.

23. *Seventh objection considered.*] — Lastly, we are not satisfied that any mode of classification of deeds or of titles, for the purpose of furnishing the requisite indexes to a register of deeds, and affording the necessary facilities for search, has been or can be devised so as to be sufficiently free from complication. Without the means of ready, accurate, and complete searches, a system of registering deeds would only be a snare to purchasers. It cannot be doubted, we think, that everything has been done which learning and ingenuity could devise, towards providing efficient and complete indexes, in the Reports of the Real Property Commission and the Commission on Registration and Conveyancing. But we concur in thinking (*h*) that the system of classification adopted by those Commissions mixes up the technicalities of the law of real property with the process of registration in a greater degree than would be compatible with the objects now generally sought to be attained by registration.

24. *Yorkshire and Middlesex Registers.*]—We have not overlooked the fact that the local registers of Yorkshire and Middlesex (as remarked by the Real Property Commissioners (*i*)) "are generally considered to be, on the whole, productive of good, and that no attempt has been made to abolish them."

As, however, these local registers have furnished a lengthened experience on the subject of the registration of deeds, we think it not unimportant to remark that they do not afford any answer to the observations we have found it necessary to make as to the insufficiency of a registry of assurances for removing the existing impediments to the free transfer of land, or as to the positive objections which may be opposed to the institution of such a registry.

Objections to them considered.]—1. In the first place, these

(*f*) See Lord St. Leonards Pamphlet, pp. 12, 13.
(*g*) See Second Report on Law of Real Property, p. 23.

(*h*) See Humphrey on Registration of Assurances Bill.
(*i*) 2 Rep. p. 19.

registers are signally defective, in not presenting at one view all the documentary evidence which a party investigating a title may have occasion to see. There is no guide to searches which on a sale ought to be made in the register, except a previous investigation of the documents which may happen to be included in the vendor's abstract of title. When the names of former grantors or owners of the land have been ascertained from the documents to which the purchaser obtains access, then (but not till then) he can search the register in the names of those former owners for any assurances which may have been executed by them. These searches must be repeated in new names, as new light is from time to time thrown upon the title; whereas a register of deeds, in our opinion, ought itself to furnish consecutive information of the dealings with the land which have taken place, when once a reference to the proper head in the index has been obtained. The defects of the existing registers in this respect are pointed out by the Real Property Commissioners (*k*), and we concur in their opinion.

2. These Registers do not, as we have already observed, contain an inrolment of the deeds, but memorials of them only; and these memorials are not required to show more than the names of the parties, and the property affected.

3. In the next place, these registers do not confer a title according to priority of registration, so as to make it indifferent whether the registered deed confers a legal or an equitable estate, or so as to protect the sale of an equitable estate from the infirmities and risks we have already noticed as rendering it practically an unmarketable interest. A subsequent equitable right may obtain precedence over a prior registered right, by tacking to it a legal right prior to the former on the register (*l*).

4. The objectionable tendency of the rule lastly stated is enlarged by a general doctrine long since settled, that registration is not notice, either actual or constructive, of the deed registered.

5. On the other hand, the efficiency and value of the register are impaired by a general doctrine, that express notice of an unregistered deed is equivalent to the registration of it. A purchase-deed brought to the register, with notice of a prior deed kept off the register, is postponed to the prior deed, although the person claiming under such prior deed has (purposely it may be) disregarded the provisions of the Register Act in not bringing his deed to the register. Thus, from the combined effect of the rules which postpone registered deeds to what may not be on the register, and do not secure priority in all cases to registered deeds over what may come after them on the register, the system of registry in Yorkshire and Middlesex fail in fulfilling many of the most important offices of a registration of deeds.

In all the particulars which we have here pointed out, the defects and errors of the local registers were proposed to be remedied or removed in the scheme for the registration of assurances which was last submitted to Parliament. It is plain, then, that the existing registries of Middlesex and Yorkshire do not furnish any evidence in answer to the observations we have already made on the deficiencies and the objectionable operation of registration of assurances in general. In those observations we have assumed the system to be free from the objections in the local registers which we have here noticed; and we may add that most though not all of the above remarks upon the local registries of Middlesex and Yorkshire are applicable to the general register of deeds in Ireland.

(*k*) "We may here mention as an important inconvenience belonging to the existing registers, and from which a system founded on classification would be exempt, that where registered deeds are indexed by names several searches of the register at successive times are often necessary. The deeds produced to a purchaser indicate the searches required so far only as the title is shown by those deeds. It is obvious, that every document relating to the title must have been under consideration before the extent of the searches required can be ascertained, and that frequently searches will become necessary with reference to interests which are brought into view by the result of a former search. The consequence is, that in almost every case something is left undone; the purchaser, to escape from inquiries so indeterminate, foregoing the protection which the register would have afforded him. But if the deeds relating to a particular title are brought together in the index, a reference to the class enables the purchaser to ascertain at once whether all the documentary evidence has been produced to him, and to call for any instruments which may appear by the register to be wanting." And again,—

"The purpose of a repertory of documents of title is not answered, in a perfect manner, by any of the existing registers in this country. Whenever the ownership of lands is shown by a deed to which the purchaser has access, a search may be made for conveyances or charges by the grantor and grantee in that deed. Whether in any particular case the search can be continued downwards, so as to get at the whole of the subsequent evidences of title, must depend upon what may be disclosed by the memorials of the respective deeds to which a reference has been obtained by the previous search; and although there would always be the means of ascertaining the subsequently registered title, if registration at length or a deposit of the deed were substituted for the memorial required by the existing registers, it is obvious that a register, framed upon the principle of indexes by the names of parties, could never be relied on for the discovery of the title anterior to the earliest deed to which the purchaser may have access."

(*l*) 2 Re. Pr. Com. Rep. p. 35.

AS TO REGISTRATION OF TITLE.—VARIOUS PLANS PROPOSED.—OBJECTIONS THERETO.

25. *Registration of title suggested instead of Registration of Assurances.*]—Having regard to the many and great objections to a registration of assurances which we have considered, we cannot be surprised at the growing conviction that a measure of that description will not be adequate to answer the purposes for which registration is required. The unmanageable accumulation of deeds and instruments in one place; the certainty of an immediate addition to the expense and delay of every transaction relating to land; the risk of involving titles at no distant period in increased complication and embarrassment; the apprehension of disclosures, especially in cases of private settlements and family arrangements; and the diminished opportunities of obtaining loans on the security of the land for occasional purposes; the risk of disturbing possessory titles; and the complication of indexes, have naturally induced the distrust of a scheme, the supposed advantages of which, as an additional safeguard and security to titles, are more or less speculative or remote. Even those advantages are much exaggerated, while the positive objections are certain and immediate. The main desiderata to which attention is most anxiously directed are not so much security of title (for that, in fact, is to a great extent practically obtained), but the simplification of title, facility of transfer, simplicity of form, and the consequent diminution of delay and expense. To obtain these desiderata a registration of title is the remedy proposed; and several plans for accomplishing that object have been submitted to us. We propose to consider them in due order.

26. *First Plan.*]—The first of these plans (*m*) proposes the establishment of a Land Tribunal, to which owners of land (including tenants for life, and in tail as well as in fee) may apply to have the land placed upon a public register, and declared to be registered land. The Tribunal is to inquire into the nature of the applicant's title to the land and its existing circumstances, so as to decide upon the expediency of simply admitting it upon the register. When the land has thus become registered, no subsequent act is to create any new estate less than a fee simple, except registered leases or easements; nor any new incumbrance, except registered debentures to a limited amount.

The plan also proposes that the owner of such registered land may further apply for a full investigation of title, and for an order declaring, in a conclusive form, all existing estates and incumbrances; and that after the making of such order the Tribunal may give to each person so found to be interested a Certificate of his Title. It is also suggested, that, in order to obviate all chance of any injustice to third parties, the State may guarantee the title, upon payment of such small fees or premiums of insurance as will provide an indemnity fund to compensate persons whose prior rights might be superseded; but this guarantee is not an essential portion of the plan.

The privileges considered to be incident to this plan are,—

1.—A Parliamentary or indefeasible title, when conclusively declared by the Tribunal;

2.—A power to transfer by simple entry the registered land:

3.—A further power to obtain on its credit terminable land debentures, transferable either by simple entry like Government Stock, or by simple delivery like bank notes or bills of exchange.

With a view to impart to these debentures an immediate marketable currency, and consequent increase in value, their amount is to be limited,—say, for example, to ten times the annual value of the land; and they are to be for uniform sums, without priority *inter se*, and bearing a similar rate of interest. The leading object of these debentures is to avoid the existing complexity of incumbrances, and gradually to supersede all other kinds of charge, such as mortgages, legacies, family portions, quit rents, tithe rent-charges, annuities, judgments, recognizances, crown bonds, decrees, orders, and rules of court.

As to family settlements and trusts, it is suggested that they might still be sufficiently effectuated (like settlements of Government stock or of railway shares) through personal confidences, and the equitable jurisdiction of the Land Tribunal; also that equitable mortgages or loans from bankers might be effected easily and without expense. The plan further recommends that the new system should be introduced gradually and

(*m*) See Mr. Scully's plan with the Bill annexed in Appendix A.

in a voluntary form; though, after some years experience of its beneficial working, it might be considered expedient to render its application universal as to all land not specially exempted from its operation.

The professed principle of the whole plan is to facilitate the sale and transfer of land, through the most simple machinery for the registration of an absolute title, both to the land itself and to the charges upon land; with a subsequent capacity in the owner of any registered land or charge to transfer the former by entry, the latter by delivery.

27. *Objections to first plan—Land Tribunal.*]—Such being the general outline of this plan, we have to observe, that it has unquestionably the merit of great simplicity, and it contains valuable suggestions, of which we propose to avail ourselves. Its contemplated advantages are in a great degree based upon those already derived from the Incumbered Estates Court in Ireland, and indeed it was framed for that part of the United Kingdom, though it is said to be capable of easy adaptation to any English measure of land reform. Ireland possesses superior machinery for carrying into immediate operation a complete system of registration of title through its registry of deeds, its ordnance survey, and its general valuation of lands.

The conclusion to which we have come is adverse to the institution of a land tribunal (*n*), with judicial powers to decide conclusively upon all titles to land. Such a court may advantageously be established where estates generally are so heavily incumbered that their owners can neither emancipate themselves from existing burdens, nor discharge the duties which attach to the ownership of land. The object in that case is to obtain altogether a new proprietary, and to provide for payment of debts; but the same principle is hardly applicable in a state of society where there is no paramount need of encouraging absolute changes of ownership, as contradistinguished from temporary charges or family settlements, and where a considerable portion of the property will, not improbably, whatever may be the state of the law, still remain in the same families.

28. *Objections continued.*] — Another objection to this plan is, the want of provisions for protecting beneficial and equitable interests. Without such provisions those who are entitled to beneficial interests in the registered land would not feel satisfied of having adequate protection against the wrongful acts of the registered owners.

29. *Land debentures.*] — With regard to the proposed system of debentures, we conceive that it is not within the range of the inquiry submitted to us, and therefore we do not recommend it. We may observe that we are not prepared to concur in recommending that the owner of registered land shall be deprived of his legal power to incumber his own land, with the same kinds of charge as he can create at present. Furthermore we may observe that if it would not be advisable to establish a land tribunal for the purpose of investigating the title to land, the same objection would also apply to the establishment of such a tribunal for the creation and issue of land debentures. Moreover, there is not in England any adequate machinery for ascertaining judicially the value of land through public maps or a general valuation, such as exists in Ireland. The preferable way of enabling persons readily to obtain loans on the security of land, is to alter the expensive forms and incidents of mortgages, so that they may be at law what they are in equity, securities merely; and that thus the dry legal estate may not be left outstanding on payment of the money secured, but that the mortgage may then cease for ever. A statutory enactment giving that effect to mortgages, and conferring all the powers which a mortgagee now usually possesses under distinct provisions against the mortgagor, or the mortgagor's property, coupled with a registration of the charge as well as of the land, might probably be framed so as to give to charges on land the same advantages and the same facilities of transfer as those which attach to railway debentures.

Although we do not recommend the adoption of a judicial system of land debentures, we think it right to observe that there may be facilities for trying it in a proper manner in Ireland, where strong opinions have been expressed in its favour (*o*).

30. *Warranty of title.*]—The suggestion of a guarantee or warranty of title, supported as it has been from many quarters, is not peculiar to the plan now under consideration, and is in our opinion very valuable. It is well known that when a title has once been investigated and approved of by experienced counsel and solicitors, it is as little likely to be questioned as the right to any chattel which a man buys in open market. Still on a re-sale it is again investigated and again approved by another counsel and another solicitor, because the new purchaser was no party to the former transaction, and he cannot be sure that everything has been done which he may think necessary to make himself safe. But should the second purchaser be a member of the family instead of a stranger, employing and taking the same legal advice, it is probable that he would be satisfied with the previous investigation, instead of requiring a new one to be instituted, which he would deem to be only going over the same ground again. Supposing, therefore, that a public officer, such as a registrar, should have the power, on application made for that purpose by proper parties, to direct that the title, before registration, should be examined and tested under the authority of a counsel and solicitor, he might safely guarantee it, on their recommendation, against all claims which could be brought against it. In such a case it would not be unreasonable that the registered owner who had thus obtained a warranted title should pay a small premium on that account; and the aggregate amount of the premiums paid would constitute a fund to indemnify the state as the public insurer in case any latent claim should be subsequently established.

31. *Second plan.*]—The second plan (*p*) which has been submitted to us is founded on a principle which was brought to the notice of the registration and conveyancing commissioners. It has been described, in a word, as registration of the freehold. This plan proceeds on the hypothesis that possession is the root of title; bearing in mind that by possession the possession of the freehold is meant, and by freehold a presumptive fee simple. Credit, therefore, is given to possession until it is shown to be wrongful. The fact that the property is held by the person who is seen to hold it, is presumed to be coincident with the right of property, until the contrary appears. Acting on this hypothesis, the freeholder as thus defined is always to be entitled to have his property registered. But since there may be other rights besides the freeholder's, these rights are to be dealt with as qualifications of the freeholder's presumptive title; for the possession is not necessarily the whole of the evidence upon which the title rests; it should rather be considered as the basis of the evidence, or, as it were, the starting point of the inquiry. When, therefore, other rights exist, protection is to be given to them, and they are to be capable of registration under the heads of "Charges and Notices." Registration of charges and notices is to consist, in effect, of the registration of written instruments or assurances; but each instrument or assurance is to stand upon the register in the name of a person responsible for its introduction into or retention in the registered title, and empowered to remove it at pleasure; and provision is to be made for its compulsory removal from the title as soon as its operation has ceased. The registration of the freehold is to be provisional in the first instance, that time may be allowed—say six years ordinarily, but a longer period, perhaps twenty years, for those who are under disabilities—to interpose the registration of existing incumbrances or adverse titles. It is further proposed that a map of all the land in the kingdom, divided into parishes or districts, should be made by authority, on which each field or other materially defined portion of the surface of the country should be distinguished by a numerical symbol. This map is to be made the basis of a book of reference containing the same numbers as those on the map, with the description and contents of each division, and the names and addresses of the different freeholders. The register at the outset would be formed on the spot by an assistant registrar or commissioner sent down to the different parishes for the purpose of receiving claims; and the assistant registrar would in substance follow the practice prescribed by the General Inclosure Act, 8 & 9 Vict. c. 118, a limited time being allowed for appeal, with an extension of time in favour of persons under disabilities.

32. This second plan is explained in detail in the Appendix. It contains suggestions of which we shall avail ourselves hereafter; but in the view of the majority of this Commission there are grave objections to it; and unless these objections could be overcome or materially lessened we should not feel ourselves justified in recommending it.

33. *Objections to the second plan considered.*] — One serious objection is the necessity of sending a commission into

(*n*) Mr. Scully retains his preference for the land tribunal and land debentures proposed by his plan in appendix A. See his paper at the end of the Report.

(*o*). See Evidence of Commissioners Longfield and Hargreave, Master Brooke, Sir M. Barrington, Lord Dunalley, Colonal Larcom, Mr. Griffith, LL.D., Sir R. Kane, Mr. Pollard Urquhart, M.P., Mr. Sausse, Q.C., Mr. R. Longfield, Q.C., Mr. R. Murphy, and Mr. W. White; also a Petition from Irish Landowners in May, 1850.

(*p*) See Mr. Wilson's plan in Appendix A.

every district to ascertain who are to be put on the register of the lands in that district—an objection not merely or mainly on the score of expense, but to the principle of such an inquiry. It would, in fact, involve a compulsory registration of title; for a landowner could not venture to remain passive, lest some one else should procure registration to his prejudice. The presumptive completeness attributed to the freehold title would also tend to stir up dormant claims which might otherwise be settled by mere lapse of time. In the next place, the right which under such a system every freeholder would have to register his freehold, as implying, in the absence of or subject to registered qualifications, a power to transfer the fee simple to a *bonâ fide* purchaser for valuable consideration, would confer on a person with a limited interest a power which he does not and ought not to possess. The consequence must be, that claims without number would be sent in to the registrar; for the presumptive right which the freeholder might acquire would otherwise destroy the actual rights which the remaindermen, or those who have interests in the property, are justly entitled to. In the next place, the facility with which claims might be made and allowed would lead to the introduction of a mass of documents —some real, some doubtful, some fictitious—which would have to be searched for, examined, and god rid of, before a purchaser could be advised to accept the registered title; and thus the evils already pointed out (*q*) as necessary incidents to a registration of assurances would here arise, and we do not see how they could well be avoided. Again, since all interests, other than that of the registered owner for the time being, are by this plan remitted to the head of "Charges and Notices," it would often be ambiguous what extent of interest ought to be considered as represented by the registered ownership. In some cases the "claims" may be merely illusory, and in others they may relate to interests certain to take effect (at a future period). The certificate of ownership, however, would be delusive if it were not certain what measure of interest it represented, because the ownership would appear to be the fee, and yet might, in truth be no more than a life interest. On the other hand, the proposed circulation of certificates of registered "claims" might lead to fraud when the claim covered merely an imaginary, a litigated, or a doubtful interest. Once more, the sale of lands by registered owners would, during the period of provisional registration contemplated by this plan be almost prohibited, inasmuch as, until the expiration of that period, modifications and limitations might be put upon the register in the shape of "claims." Assuming, however, that these objections could be more or less overcome, still there would be the difficulty, the expense, and the delay of mapping the whole country, of settling the questions of disputed boundaries, of correcting errors which would constantly creep in, and of revising the map from time to time, so as to make it correspond with the changes, in the various alterations and subdivisions of property, which would constantly take place.

34. *Maps.*]—The importance of maps as forming the best basis for a scheme of registration has been long and often and ably discussed. In 1832 the Real Property Commissioners (*r*) reported against such a use of maps. In 1850 the Registration Commissioners reported (*s*) in favour of it; but two of that body, Mr. Humphry and Mr. Broderip, expressed their dissent. In 1850 a bill for the registration of assurances, founded on the report of the last-mentioned Commissioners, which recommended maps, was brought into the House of Lords' and referred to a Select Committee. The Select Committee, admitting that maps were in theory to be preferred, came at length to the conclusion, that, considering the occasional inaccuracy of the Tithe maps, the insufficient scale of the then existing Ordnance maps, and the great delay and expense of a new survey, it would be inexpedient to propose their compulsory adoption in the first instance, but that means should be reserved of introducing them as opportunity occurred. The bill, in consequence, came down to the House of Commons without that portion of it which was founded on the recommendation of maps by the Commissioners. In the House of Commons the question was slightly re-opened (*t*) in 1851, but no opinion was expressed. Under these circumstances we have felt it our duty to take further evidence on it; and we have arrived at the conclusion that a compulsory plan for mapping the whole country would not be attended with sufficient advantages to outweigh the inconveniences which must necessarily attend it. The first inconvenience would be the unavoidable delay that must occur in remapping the kingdom. There are no public maps now in existence which would be sufficient to answer all the purposes of registration (*u*). The present scale of the Ordnance maps in England would not be large enough for minute subdivisions of common fields, and for a clear delineation of town districts. The tithe maps would determine the question of parochial boundaries, but not the boundaries of individual proprietors. Such maps might certainly be useful to a considerable extent; but for registration purposes there must be new surveys; the revision of existing maps must be made, and it would probably require two years before tho map for any one county could be got ready. Again, the expense would be very considerable. Mr. Beamire says (*v*) that the maps and references in the Tithe office have already cost as much as £2,500,000; and Colonel Dawson (*x*) estimates at upwards of a million the cost of compiling a map of the entire kingdom partly from maps scientifically constructed, and partly from the revision of other maps to be adopted for the purpose of registration. And this would be independent of the expense which would have to be incurred in settling the boundaries between different proprietors, if such a measure were considered desirable. It appears to us, however, that to compel the formation of a general map of England with the view of making it evidence of the boundaries of properties would of necessity open a vast field for litigation and dispute. Questions of disputed boundaries which are now allowed to remain in abeyance must then be settled. Ths trouble and annoyance thereby occasioned would be harassing in the extreme; and these evils would fall more heavily on small owners than on large proprietors. Every person must defend his extreme rights, for when once the register came into operation, they would be barred for ever. To meet so many and such serious inconveniences, the corresponding advantages should be clear and positive, certain and immediate; but we doubt very much whether this would be the case under a compulsory obligation to map the boundaries of every proprietor.

35. *Maps continued.*]—For the reasons before mentioned we cannot recommend that the compulsory formation of a general map should constitute the basis of a system of registration of title. At the same time we are not insensible to the numerous advantages which a pictorial representation of property and its boundaries must always have as compared with a mere verbal description of it (*y*). The verbal description can only state that it contains so many acres, roods, and perches; that it bears such and such names; that it is occupied by this or that tenant; and that it is bounded on the north, south, east, and west by certain specified roads, rivers, buildings, or lands belonging to or in the occupation of certain specified parties. But such a description is not necessarily sufficient to identify the property, or to ascertain correctly its form or shape, or whether the fences or boundary lines are crooked or straight, or to determine what is the general or particular direction of it with regard to the points of the compass. These are matters which a map, constructed upon a basis of triangulation, and according to the principles of science, can best supply as permanent landmarks, accurate at the time when they are originally made, and capable of being restored to their true positions, whatever may be the casual or accidental circumstances by which they may have been disturbed. Although, therefore, for the reasons above given, the compulsory formation of a public map would be open to serious and grave objections, yet the use of a map properly authenticated for each individual estate, and made on a uniform scale, would probably furnish, together with the usual verbal description, the best means of identifying the property, and the clearest mode of indexing correctly the registered title to it. One of the witnesses has observed in his evidence (*z*) that "a map is a good servant, but a bad master; very useful as an auxiliary, but very mischievous if made indispensable." In this opinion we concur; and while we would deprecate the adoption of maps in any mode, or for any purpose, which would make them binding upon or conclusive of the rights of parties, we would encourage and even require their use in each case, so as to obtain a description and admission of the particu-

(*q*) See sections 17 to 23.
(*r*) See 2nd Rep. p. 26.
(*s*) See the Report of the Registration and Conveyancing Commissioners, p. 15.
(*t*) See Mr. Bullar's and Mr. Coulson's evidence, 962–394, 1000–7, 1073–75, before Committee of House of Commons.

(*u*) It should be remarked that this reasoning is applicable chiefly to England. In Ireland the Ordnance map on the scale of six inches to the mile is sufficient for the purposes of registration. See the evidence of Colonel Larcom, Mr. Griffith, Sir M. Barrington, Sir R. Kane, Mr. Brassington, and Mr. R. W. White.
(*v*) See evidence of Mr. Blamire.
(*x*) See Col. Dawson's evidence, pp. 4, 5.
(*y*) See on this subject Col. Dawson's evidence.
(*z*) See Mr. Joshua Williams's evidence.

lar property which the party applying intends to have registered. In furtherance of the same purpose a discretionary power should be given to the registrar for determining how far and under what circumstances any existing public maps might be made available, as well as the scale upon which either the private maps or copies of the public ones should be prepared and employed.

36. *Third plan.*] — The next plan which has been brought before us is that which was previously submitted to the Select Committee of the House of Commons (*a*). This plan is founded on the belief that the transfer of land may for many purposes be assimilated to a transfer of stock. Every person who, in respect of power or interest, has the absolute right of disposing of the fee simple of property in land, would, according to this plan, be entitled to put the estate on the register, and to transfer the ownership thereof to any other person, subject to such rights and interests as were created before and existed at the time when the registration of the property was effected. And inasmuch as this part of the plan would be slow in its operation, and for fifty or sixty years would involve an investigation of title anterior to the registry in every dealing with the land subsequent to the registry, it is proposed that the person seeking registration should be empowered to apply to the registrar to have the title duly investigated by a counsel and solicitor of his own selection; and then, if the title should be found in all respects to be perfectly marketable, the registrar is to be authorised to guarantee or warrant it against all claims that might be brought in respect of it. But since persons having limited interests might be prejudicially affected by the acts of the registered owner, it is likewise proposed to enable such persons to protect themselves by the entry of distringases, to be obtained and to operate in the same way as stop orders are now obtained and operate on the transfer or disposition of stock in the funds. A similar mode of registration is likewise provided, by means of a subordinate register, for leaseholders. This plan does not provide for the registry of anything beyond the simple transfer of the ostensible ownership in fee and leases. Dealings which concern partial estates or equitable interests only will not be assisted or protected by the register, except when (as against an improper disposition by the registered owner) a distringas is put on. In fact, the purpose of this plan is, to attach to each landed estate a formal and ostensible proprietorship, to which the right of sale and transfer may be incident, in cases where the whole fee simple is intended to be disposed of, and to remit those who, in any case, may have right to restrain the sale or transfer, or to complain of it, or are interested in its proceeds, to the protection of the distringas, or to their personal claim against the individual.

37. *Objections to third plan considered.*]—The material objection to this plan is, that transfers by the registered owner are stopped or prevented so long as there are mortgages on the property protected by distringas, and that mortgagees must either be themselves placed on the register as owners in lieu of their mortgagors, or must be content with the protection of a distringas. Another objection is, that a general liberty of entering distringases on the oath of parties, stating that they have an interest in the land, and on an ex parte order of the Court of Chancery, may lead to complications, embarrassments, and litigation, which ought to be avoided. Some further check may perhaps become necessary to prevent this liberty from being abused, and we believe such check may be found and provided.

It is also considered by some of the Commissioners that the advantages to be derived from registration would under this plan be postponed to too remote a period, unless some means could be devised of ascertaining and protecting on the register, within an early period, rights in registered land created anterior to the registry.

The principal change in the law which this plan involves is, that after the commencement of the registry no disposition by a registered owner will be allowed to pass any interest less than the whole fee simple, except leases. The transfer must vest an absolute proprietorship in the transferee, whether the purpose of the transfer be a sale, a mortgage, or a settlement.

38. *Other Plans.*] — Other plans for the registration of title have also been submitted to us, and are given in the Appendix. One (*b*) of these, by one of the Commissioners, is substantially the same as the last, with the exception that it makes no provision for a system of warranty to which he objects. The others (*c*) we have not failed to give attention to, but they do not appear to us to call for special remark in this place.

(*a*) See Mr. Cookson's, Mr. Field's, and Mr. William's evidence, and the Appendices Nos. 1 and 3 to the House of Commons Report of 1853. See also Mr. Cookson's paper in Appendix A. to this Report.

(*b*) See Mr. Headlam's paper in Appendix A.

As to Registration of Title. Observations introductory to the Plan about to be recommended.

39. *Points of Agreement in the Plans.*]—The previous examination of the different schemes before mentioned will tend to show the special difficulties which we have to avoid, and the particular provisions upon which all are agreed. They are agreed in recommending that the entry in the register should be the only manifestation of actual ownership for purposes of transfer. Each of these plans, moreover, suggests a certain "registration of title" to land; and what is thus proposed is not a registration of that which is now known as "the title" to land, but of some form of landed ownership, which, as part of the scheme in question, and for the purposes of it, must be adopted, and established by alterations in the existing law. Each of the schemes proposes, to a greater or less extent, to remove existing complexities of interest in land, and therefore more or less implies change in the nature of title. The difficulty consists (and here the plans essentially differ) in effecting the transition from the existing system of title, and in endeavouring to reconcile the registered ownership with the preservation and protection of unregistered interests. Most of the plans adopt some kind of mapping and some system of warranty; but they vary in the mode in which these objects are sought to be accomplished.

40. *Problem to be solved.*]—Bearing then in mind such agreements and differences, and taking advantage of the different suggestions submitted to us in each of these schemes, we find that the problem which has to be solved is this:—By what means, consistently with the preservation of existing rights, can we now obtain such a system of registration as will enable owners to deal with land in as simple and easy a manner, as far as the title is concerned, and the difference in the nature of the subject-matter may allow, as they now can deal with moveable chattels or stock? No one doubts that it would be a great benefit to the proprietors of land if they were able to convey it with the same facility as the owners of ships, or of stock, or of railway shares, can now assign their property in any of them. But the question is, Can this be accomplished?—and, if so, how?

In answering these questions, it must be assumed that no plan of registration will be acceptable or desirable unless it leaves, substantially and practically, to the owners of land, powers of disposition and rights of enjoyment of similar extent and facility of exercise with those which they possess under the present system.

41. *Difficulties resulting from long existence of the present system.*]—One remark should here be made, which is apt to be lost sight of; it is this,—that if there had been always a register of land, as there is in fact a register of ships, of stock in the funds, and of railway shares, it would be difficult to point out any distinction between property of that description and land, so far as regards the mode and form in which they might respectively be transferred or sold. The distinction between them has arisen, not so much from the different nature of the things themselves, as from the different regulations to which they have been subjected in their origin and in the development of their legal qualities. Both kinds of property are equally the creatures of and require the protection of the law. Both admit of transfer from one person to another. Both may be subject to family settlements. But the right to the one has grown up under the feudal system of law, adapted, no doubt, as far as it could be done by judicial decision, to the varying wants of mankind, but without the aid of a controlling power which alone would be sufficient to simplify its tenure or facilitate its disposition. The right to the other has been created and regulated by Parliament itself, which having to deal with a new subject, determined at once to allow no trusts to affect the transfer of it, and therefore excluded from the register of the right to it all modifications which might otherwise qualify the absolute ownership. Had land always been similarly registered and similarly transferred, no one would now think of imposing upon its present proprietor the harsh and unnecessary burden of furnishing, before he could part with a single acre, a detailed history of every transaction relating to the property for a period of sixty years; nor of forcing him, before he could borrow £100 for purposes of im-

(*c*) See Mr. Wakefield's and Mr. Macdonnell's papers. See also Mr. Dugmore's evidence, and Mr. Boyle's pamphlet intitled "Suggestions for a General Index of Titles."

provement, to prove every birth, marriage, death, settlement, charge, conveyance, or incumbrance that might by possibility affect the title for more than half a century past; and if this be so, how much more beyond reason would it be to compel an owner, after such a process had been gone through on his purchase, again to undergo it, when he might wish to sell that to which the title had been both recently and abundantly proved. Assuming that we are right in this conclusion, and we think that few will doubt it, the difficulty of giving to the owners of land the same benefits as those enjoyed by the owners of ships, stock in the funds, or railway shares, is the difficulty of applying a new principle, which, in a new state of things, has been found to be practicable and advantageous, so far and in such a manner as to render it applicable to an old state of things, which is justly complained of, and which has become prejudicial to the interests of society, in those very particulars in which it disregards that principle. It is the difficulty of unravelling the intricate meshes of form and technicality with which the owners of real property are surrounded and entangled, the difficulty of assimilating the transfer or alienation of that kind of property which has been hitherto subjected to these forms and technicalities to the transfer or alienation of that kind of property which has always been without them; the difficulty, so to speak, of undoing, as regards the future, that which has grown up into a kind of necessity, until it has almost come to be supposed that the security of property in land depends on the fetters with which all freedom of action respecting it is tied up and restrained. We will proceed to show how we think this assimilation may be effected, notwithstanding the complications in which the title to land and the transfer of it are at present involved.

42. *Objects aimed at.*]—The objects in view are, to form a register of title as distinguished from a register of the various deeds and assurances under which the title has been derived;—to form this register in such a manner that the retrospective inquiry into the former dealings and transactions, which on a transfer is now necessary, may be avoided; to make this register instrumental in simplifying generally the title to land and the forms of conveyance; and at the same time to continue, as far as possible conststently with a simple register of title, the existing system of settlements, and to avoid impairing unduly the security of settlements and trusts. These objects, moreover, we consider ought to be accomplished, if possible, in a manner which will avoid the special objections incident to a system of registration of assurances, but at the same time will secure the particular benefits and advantages which, as we have stated, belong to that system.

43. *What a register ought to be and do.*]—In endeavouring to accomplish the objects in question, we have come to the conclusion that the register ought to be composed of a succession of simple transfers merely, and should manifest only the actual and existing ownership of the land for the time being, without laying open the history or past deduction of it. It ought, in fact, to be a record of the ownership existing at the time of any supposed search of the register. If the register were to disclose as part of the existing title the former dealings, it would be found not to afford the requisite relief from the obligation of retrospectively investigating the title.

44. *What ought to be put on the register.*]—We further think, that, consistently with the objects in view, no form of ownership or property, besides the fee or entire ownership, with the exceptions next mentioned, can be allowed to be put upon the register. The registered ownership should, with those exceptions, always be the fee or whole interest in the land forming the subject of the registry. Charges on the fee, however, and leases, being (apart from the fee) subjects of marketable dealing, and interests commonly bought and transferred, should also be admitted to the register, separate places being provided for them.

45. *What ought not to be mixed up with it.*]—Some of us think, indeed, that beneficial interests in land not amounting to the fee, and dealings with such interests, might usefully and advantageously be registered. We conceive, however, that registration, as to such interests and as to dealings with them, would, in all material points, resemble a registry of assurances, and that such a registry should not be mixed up with or form part of a registration of titles. Any such register should (*d*) be entirely distinct, and should not in any way affect purchasers of the fee, but should only bind the parties who created minor interests and incumbrances, the owners of such interests, and their heirs and personal representatives and assigns, and the trustees. This distinct register might be useful in regulating the distribution of the money arising from a sale of the fee, and in determining questions of priority, but it should not in any way complicate or impede the sale of the fee.

We, however, confine ourselves in this report to registration of the fee and charges on it, and leases; only observing that the system of registration here recommended will be found compatible, as we believe, with the subsequent establishment of the subordinate registry we have mentioned, should that appear advisable, when the registration of title has been found upon trial to answer the ends which are intended to be promoted by it.

46. *Certain preliminary questions stated.*]—Before proceeding to state in detail the form and effect of the registration we propose, it may be convenient that we should advert to some questions of primary moment which affect the subject of registration of title generally, and which have received our careful attention, as presenting themselves at almost every stage of our investigation.

These questions are:—

1. Whether registration shall be compulsory or voluntary?
2. Whether the title conferred by the registry shall in the outset be parliamentary or unimpeachable, or shall be subject to be defeated by the claims of persons having rights created before the commencement of registration?
3. Whether, if the registered title be not at the outset unimpeachable, interests created before the commencement of registration shall become in any manner bound or affected by the registration after the lapse of any given period, or otherwise?
4. Whether the registry of the legal ownership will be compatible with the due protection of the equitable or beneficial interests in land?
5. Whether it shall be a metropolitan or a provincial registry, or both metropolitan and provincial?

47. *First question (compulsory registration) considered.*]—In considering whether registration shall be compulsory or not, it is necessary to bear in mind the various senses in which a system of registry may be said to be compulsory.

1. One form of compulsory registration of title would be to require all owners or persons in possession of land to make their claims and apply for registration within a limited period, on pain of losing their rights, or of other claimants being admitted to the register upon their defaults. This species of compulsory registration of title we do not recommend. Such a system would tend to disturb possessory titles, by arousing dormant claims and encouraging litigation, and would contravene the general policy of the law in respect to possession, which we deem to be a very wholesome one.

2. Persons applying for registration may be required to prove their title or submit it to a quasi-adverse investigation, as a condition of their being admitted to the register. We think such a compulsory investigation of title, though only required as a preliminary to registration, would be highly objectionable; and we do not recommend it. It would involve, as has been pointed out in the evidence before us, the necessity of having every title to every acre of land thoroughly investigated by a competent judicial tribunal. It would (*e*) be distasteful to landowners, who would be very reluctant to disclose their titles, and it would occasion the bringing forward of many stale and illgrounded claims,—would give rise to litigation,—and would, when completed, be of no practical benefit to any, except those who contemplated selling their estates. It is also to be borne in mind that many persons in quiet possession of land have bought it under special or restrictive conditions of sale, which have precluded them at the time of their purchase from calling for strict or proper evidence of the title, and have limited them to some short period of the title in their investigation of it. It would, we think, be highly unjust to call upon persons in such a situation for strict and technical proof of their title, such as alone any public authority charged with certifying titles ought to be satisfied with.

3. Registration of every dealing with land may be rendered as essential to perfect such dealing as any other solemnity which is required for the legal alienation of land. This is another description of compulsory registration. We think, however, that it is unnecessary to adopt any such principle of compulsion. Except so far as the object of securing a register of the ownership for the protection of purchasers requires registration, dealings with land not perfected by entry on the register ought to be allowed to have effect.

4. Registration may be rendered necessary in order to obtain

(*d*) Professor Hancock's Evidence.

(*e*) Mr. J. E. Walters' evidence.

priority for a transaction affecting land as against another transaction relating to the same land which may claim the protection of the register; in other words, as between two transactions affecting the same lands, priority may be given to that which is first entered on the register. With reference to registration compulsory in this sense it has been urged (*f*), on the one hand, that by not making the original registration of title compulsory, the gradual adoption (if it shall take place) of the system will be, so far, a test of its usefulness and suitableness to the condition and wishes of the country, whilst its non-adoption would render it innocuous. It is further said, that, considering that the measure is novel in its character as well as in its operation—considering the advantage of gradually introducing it, instead of incumbering the registry office with a mass of applications which it would be difficult to get through—considering that the main object of establishing such a system is to obtain, if possible, a facility of transfer which many persons whose properties are kept in a course of settlement may not desire immediately to possess—and considering that the change is sure to recommend itself if it is likely to be followed by those benefits which are anticipated, it would be advisable, at least in the first instance, to make the registration purely voluntary. It is said, on the other hand (*g*), that there should be one law for the whole country, and that it would be a highly objectionable system to propose that some purchasers may bring their estates within the pale of registration, and others, at their option, remain unaffected thereby. It is also urged that a main benefit of the system will be lost, if the register should not be the sole and conclusive evidence of dealings taking place after the establishment of the register, or if, as to such dealings, a retrospective investigation of the title by purchasers should in any class of cases be necessary. Generation after generation (*h*) might pass away in the successive enjoyment of property without any assertion of title on the register; and when made, some thirty, forty, or fifty years hence, it must either be clothed with a Parliamentary or other warranted title, or else after that lapse of time a retrospective investigation of title would be needful. The conclusion to which we have come on this point, though not without some difference of opinion, is that registration shall not, at any rate in the first instance, be necessary to a transfer of the fee in order to obtain for it preference or priority over any subsequent transfer which may be brought to the registry for completion.

5. Another mode in which registration may be made compulsory is to require that, as to all land once voluntarily put on the register, the subsequent dealings and title should be always continued on the register. In this sense we concur in thinking that registration should be compulsory.

48. *Second question (Parliamentary Title) considered.*]—With reference to the second of the questions above pointed out, we think that the observations already made, showing that applicants for registration ought not to be required first to submit their title to judicial scrutiny, are sufficient to prove the objectionable nature of any scheme of registration which should profess to confer at the outset a Parliamentary or unimpeachable title. It would, we think, be oppressive, either on the one hand to require claimants out of possession to come forward, and make assertion of their rights, in order to avoid losing them, or, on the other, to put the persons in possession to the defence of their rights, as against any stale claims or assertions of right that might be set up. We do not think that in order (*i*) to pass from our present system to a register of title it would be necessary, as has been suggested, to create a jurisdiction in commissioners, applicable to all land, whether incumbered or not, similar to that of the Incumbered Estates Court in Ireland, by which an absolute or Parliamentary title to the land, subject to leases or tenancies, should be declared. On the contrary, we concur in the opinion of one of the witnesses (*k*) who has given evidence before us, that to make a judicial or quasi-judicial examination of title an indispensable preliminary to admission to the register would greatly narrow the benefits of registration. The expense alone of the examination would exclude nearly all small properties, and the trouble and expense combined would exclude many others. Defective titles would necessarily be excluded; and we do not see why a defect in the title to land anterior to the introduction of registration need deprive that land of the benefit of an improved mode of transfer subsequently. We think that a registration founded on ostensible or possessory ownership should be permitted in the first instance, and that on such a registration the antecedent title might be left to be the subject of investigation, until by lapse of time or otherwise that investigation should become unnecessary.

49. *Third question (pre-existing interests) considered.*]—The next question we have to consider is, whether interests existing in land before the time of the first registration of the land shall be in any manner affected by the operation of the register, after the lapse of any given period or otherwise.

It has been strongly urged upon us (*l*), that, if the provisions of the registry should operate upon the subsequent title only, and if the old title should be left open to investigation for the full period during which it is now liable to be affected by latent rights, the utility of the registry would be wholly lost to the present generation. On the other hand, it is said that any one who by the existing law has an interest which he might set up, supposing there were no registration of the ownership, ought to be allowed the same period of time and the same opportunities that he now has for asserting his right, though the effect of his claim might be to disturb and undo the existing registration at a remote time subsequent to the commencement of the registry. The question hence arises, whether the principal benefit of the proposed system, which is the avoiding the necessity for retrospective investigation of the title, may not be secured by fair and reasonable provisions at some period earlier than the full time when all possible claims existing anterior to the registry would, by the existing law, have expired or become barred. We have been reminded (*m*) that if the legislature should adopt such a rule, it would be only following an analogy furnished by their predecessors. A statute of Henry 7th gave to a fine levied with proclamations after five years a conclusive effect. The proclamations were nevertheless in practice a mere fiction, and gave no real notice to others, and the period of five years was adopted at a time when communication was difficult and intercourse confined. The effect of a fine with proclamations remained in force until the Act was passed abolishing fines and recoveries; and it is said that its abolition by that Act, without a substitute, has been frequently regretted. It is contended that in the present day we have need, for the purposes of commerce, of the same policy which for different purposes and in a ruder state of society animated feudal tenures; and that the course of years has brought us round again to feel a want somewhat analogous to that felt in the early period of our history, though with different aims. It has been further urged (*n*) that if provision be made for the due publication of the registration or the application to register, the registration ought to be allowed to attain its conclusive effect, after the lapse of some period shorter than is now required by the general Statutes of Limitation to extinguish dormant rights; in other words, that the title if not impeached in a given time, say a short term of years, after the title is put upon the register, and full notice of it published, might pass into an absolute and unimpeachable title, at least for the purposes of sale, and thus retrospective investigation of the title avoided in the case of a sale to a purchaser. Those who entertain these views consider, however, at the same time, that all parties, or their trustees, should have the power or right, within the prescribed period, to show cause against the title, and should not be obliged to wait until their interests are reduced into possession; and further, that, with the view of justifying and facilitating the application of such a provision, some moderate evidence of ownership, sufficient to exclude the hypothesis of fraud, should be adduced by every applicant for registration.

The conclusion, however, to which we have come, though with some difference of opinion, is, that interests created in land before the commencement of registration should not be adversely bound or affected by the mere registration as such, but should be allowed to be claimed, notwithstanding the registration, within the period now fixed by the Statutes of Limitation.

50. *Fourth question (protection of beneficial interests) considered.*]—We next proceed to consider whether the registration of the legal ownership will be compatible with due protection of the equitable or beneficial interests in land.

It has sometimes been supposed that any system of registration of title will require a decision as to which of certain principles alleged to be irreconcileable touching the theory of

(*f*) Mr. J. B. Murphy's evidence.
(*g*) Mr. Kettle's evidence.
(*h*) Mr. Dugmore's evidence.
(*i*) Professor Hancock's evidence.
(*k*) Mr. Macdonnell's evidence.

(*l*) Commissioner Longfield's, Mr. J. B. Murphy's, Mr. Dugmore's, Mr. Meadows White's, and Mr. Farrer's evidence.
(*m*) Mr. Dobbs on the best means of giving increased facilities to the transfer of land.
(*n*) Mr. Clifford-Lloyd's evidence.

disposition of landed property ought to prevail; whether, on the one hand, the stability of settlements, or, on the other, the safety of buyers, or, in other words, the protection of families or the marketability of land, ought to form the paramount consideration. After mature examination, however, we have been led to the conclusion that no such dilemma is in fact involved in the institution of a registry of title.

Were we to allow, however, that such a difficulty does, in fact, present itself, we should be able to rely, as has been well remarked, (*o*) on our ancient law as affording for the present purpose a wise and useful precedent; for just as the feudal law required that the freehold should always be filled by one capable of contributing to national defence, and performing the duties of a feudal follower, so the spirit of commerce now demands that for its purposes also the fee simple in land shall always be represented and be in the possession of persons capable of fulfilling those new duties and offices which the ownership of land in the present state of society entails or involves.

As regards the sale and transfer of land, it is clear (*p*) that much good would not be obtained by merely registering the fee, or, in other words, the legal title, unless the purchaser could dispense with inquiry into the equitable title, with its incidents. Unless a purchaser be protected from inquiring into trusts, there will not be any advantage to him. In other words (*q*) if trusts and limitations are to continue to form part of the title in all respects as they now do, the registry of title will be useless, or at least not worth the danger and difficulty attendant upon the introduction of a new system.

The question, then, is (*r*), whether the present system of settlements can be modified without materially interfering with the nature or quantum of interests commonly created by them. Any material interference with the nature of such interests would be objectionable; but, under modified forms, the system may, we think, be continued consistently with the objects contemplated by a register of title.

Equitable interests and trusts cannot (*s*), consistently with the objects to be attained by registration of title, bind or affect the ownership of a registered purchaser, unless such interests are of his own creation; but they may be allowed to confer a right against the land whilst in the possession of the owner who created the trusts, or in that of his representative, or volunteers claiming under him. When the land is sold without fraud, the equities and trusts must be transferred to the funds arising from the sale; and so the purchaser will take the lands discharged of the trusts. But they may be protected on the register of title by the trustee of the family settlement, or by a trustee named by the Court of Chancery, and sales by the settlor or the trustee in contravention of the trusts may be prevented by entering an inhibition or caveat.

Thus the existing system of settlements, by which the limitations and trusts of the settlement modify and become part of the title, will be unchanged under a registry of title, so long as the land continues in the possession of the settlor or volunteers claiming under him, or the trustees of the settlement. Upon a sale without fraud, these limitations and trusts will attach to the funds arising from the sale.

It has been suggested (*t*) as another mode of providing for equitable interests, that where a person beneficially interested enters an inhibition or caveat, it would be a convenient mode to enter the name and address of such party in the principal register, with a reference to a distinct register in which the nature of the equity might be specified, and this latter register would be in the nature of a register of trusts, and the legal title could thus be kept distinct from that relating to the equities. This corresponds to the suggestion already made, that in order to perfect the system of registration it may be expedient hereafter to establish a subordinate register of equitable and secondary estates, independent of the principal registry of the fee.

We are aware that it has been objected (*u*) to the portion of the proposed system now under consideration, that partial and equitable interests constitute a very large proportion of landed interests, and that while to require them to be registered would be to sacrifice the simplicity of the register, to exclude therefrom the register would be to jeopardise them, by placing them at the mercy of the registered owner, except so far as the persons entitled to such interests might become active in using the allowed means of restricting his power of disposition. It is remarked with truth, that the owners of these interests may now remain passive, and yet be sufficiently protected. It is therefore contended, that, to deprive them of their present grounds of security, and substitute the necessity of taking active measure, by distringas or otherwise, to protect themselves from improper dealing on the part of the registered owner, would be placing such owners in a new and critical condition, requiring much intelligence and caution, and would tend greatly to diminish the value of these numerous and very important interests, which are themselves constantly the subjects of sale and transfer. A settlement of land, it is said (*w*), would, under such a system, come not to differ practically from a settlement of a sum of stock, which would be felt by some to be an evil; many preferring an interest in land, because, to use a not uncommon expression, "while they are sleeping, land cannot run away."

We may remark, however, in reference to these objections, that experience and existing practice will furnish the best answer to them. According to the modern practice of conveyancing, the apprehended danger has not been found to arise in analogous cases, where trustees are clothed with as large powers as they would have under the proposed system. That practice has especially been directed to avoid the embarrassment of a complicated system of trusts, which, by the rules of equity, fasten themselves on the land, and provisions are constantly inserted (*x*) in settlements, to render it unnecessary that purchasers or mortgagees, when dealing with trustees, should be forced to see to the circumstances under which the trust is performed, or the manner in which the proceeds are applied. For example, under the present system most well-drawn settlements of landed estates contain clauses empowering the trustees to sell, with the consent of the tenant for life, if he be living, but if he be dead, at their sole discretion, and to give absolute discharges for the purchase money; and yet no sales, excepting those within the object and provisions of the trust, are ever heard of. Again, this principle is carried so far that the property is often conveyed to the trustees by one deed, while the trusts are declared by another. And what is the object of these complicated proceedings, except that the trustees may appear to the purchasers, or be treated by them, as absolute owners, and that those purchasers need not know anything of the purposes for which they hold the property? Again, under the present system of conveyancing, a mortgagee has usually a power of sale, which he may exercise without the concurrence of the mortgagor; but experience has shown that this power is very rarely abused, and it is uniformly given without hesitation. We therefore think that the practice (*y*) of inserting powers of sale in settlements and mortgages proves that the proposed scheme of registration, when properly understood, will not be considered objectionable by landowners. Nor should it be forgotten that there are millions of money in the funds, and in railways, canals, docks, and other undertakings, left to a great extent in the names of trustees, and yet it has been found that property so circumstanced is practically safe. Can it be believed that what is safe for beneficial interests in such property, when prudently looked after, will be otherwise than safe when applied to land, especially if there are thrown over it those additional protections which we recommend in this report? With such protections, prudently claimed and carefully acted on, we conceive the answer must be in the negative. And if any further proof were needed, we should find it in the fact that the legislature itself has recognised (*z*) the principle upon which we proceed, and applied it to property in British ships, as may be seen by the recent statute for amending and consolidating the acts upon that subject.

It may also deserve remark (*a*), with reference to the supposed objection arising from the risk of fraudulent sales by trustees, that the contemplated sale of land is usually known to tenants and other persons in the locality, and is therefore less likely to be effected by fraud than transfers of stock.

51. *Fifth question (Metropolitan or Provincial Office) considered.*] —The remaining question is, whether the register shall be a metropolitan or provincial one, or, in other words, whether it shall be central or local, or both central and local? Or, to put the question more accurately, shall there be—

(*o*) Mr. Dobbs, on the best means of giving increased facilities to the transfer of land.
(*p*) Messrs. Nicholl's and Smyth's evidence.
(*q*) Commissioner Longfield's evidence.
(*r*) Mr. Dugmore's evidence.
(*s*) Professor Hancock's evidence.
(*t*) Mr. Warner's evidence.
(*u*) Mr. J. T. Humphrey's evidence.
(*w*). Mr. Alfred Bell's evidence.
(*x*) See on this subject the Report of the Registration and Conveyancing Commission, p. 30.
(*y*). See Mr. Geo. Sweet's evidence.
(*z*) See 17 & 18 Vict. c. 104, s. 30, &c.
(*a*) Professor Hancock's evidence.

One central register for the whole kingdom; or,

Several county registers for the several subdivisions of the whole kingdom; or

One central register for the whole kingdom, with branch offices in the principal towns throughout the kingdom?

A central register for the whole kingdom would, of course, be established in the metropolis; county registers would probably be in the largest, or most central, or most generally accessible town in the county.

The advantages of a metropolitan register over county registers have been stated to be the following:—

1st. Under a metropolitan register a uniformity of system throughout the whole kingdom would be established, which would hardly be attainable, or at any rate maintained, in several county registers.

2nd. One metropolitan register would be much less expensive than from fifty to sixty county registers. For in each county register there would necessarily be an efficient registrar, and a deputy competent to discharge the duties of the registrar during his absence from illness or other inevitable cause.

3rd. One metropolitan register, under the superintendence of a registrar of high professional attainments and experience, and efficient deputies and subordinate officers, would inspire more confidence on the part of the landowners of the country than several county registers would do.

4th. The registers of judgments, bankruptcies, and insolvencies must necessarily be metropolitan.

5th. The suggested system of distringas would be more efficiently worked, and uniformity of practice would be more securely preserved, in one metropolitan register than in numerous county registers.

6th. A metropolitan register would be less expensive to parties employing solicitors resident in the country. Every solicitor in the country, without exception, has an agent in London with whom he is in daily confidential unreserved communication, and no additional expense, or the smallest additional expense possible, is occasioned to the client by reason of the employment of a London agent. The remuneration of a solicitor is on a fixed scale, and, as to the business transacted by the agent, the remuneration is divided between the agent and country solicitor. They are, as regards the particular transaction, very much in the position of partners residing in different towns. Through his London agent, therefore, the country solicitor might obtain from the metropolitan registry all the required information, at the same cost to the client as if the register were in the town where the country solicitor practised. But the country solicitor rarely has a confidential agent in any other place than London, and if he does not reside in the register-town he would be obliged to employ a local solicitor, or to make a journey to the registry for the purpose of search or registration, and it would often happen, where secrecy was desired, that he would find it his duty to incur the expense of a journey.

7th. With county registers it would constantly occur, that solicitors in distant parts of the country, as well as solicitors in the metropolis, would have no knowledge of the solicitors in the particular town where the county register might be. Many of the solicitors in large practice in London have clients who are landowners in many of the counties in England, and they would be much inconvenienced and embarrassed by a system of county registers.

8th. The ordinary communication between London and country towns, to say nothing of the telegraph, is often much more rapid and regular than between one country town and another, and of course the postage of letters is the same whatever the distance may be.

It has, on the other hand, been urged (*b*) that the registrar ought to be charged with the duty of ascertaining the accuracy of the description and identity of the land, and that, to insure this, a local register would be indispensable, and that a union of the two systems would be at once practicable and desirable.

With reference, therefore, to the question whether the office should be a single metropolitan office, or whether it should be subdivided into various provincial offices, our opinion is, that both suggestions may be combined with great advantage. The principal office should be situated in London; but local or district registries should be also established.

We now proceed to state the leading particulars of the registration we recommend.

As to Registration of Title.—Leading Particulars of the Plan recommended.

52. *The Office.*]—A land register and transfer office for England and Wales will be established in London under the management of a registrar general; and branch offices will be also established in different districts throughout the kingdom, subject to the orders and regulated by the authority of the Registrar General.

53. *The kinds of property.*]—The registration will extend to all corporeal hereditaments, except copyholds, and to advowsons and rentcharges, except perhaps tithe rentcharges.

54. *General right of owners in fee simple to obtain registration.*]—After the estsblishment of the office, all owners or proprietors of land who have the right of possessing or the power of disposing of it in fee simple will be at liberty to apply for the registration of the ownership thereof; so that such ownership, or the title to the land which is the subject of the same, may thenceforth be manifested by the register alone.

Supposing this to be accomplished safely and with prudence, the effect of the register, when in complete operation, will be to render it unnecessary, in dealing with land which has so been registered, to look beyond the last ownership appearing on the register, and thus the expense of long investigations of title,—of deducing that title through numerous assurances, pedigrees, and devolutions,—of requiring covenants for the production of deeds in the hands of third parties,—of lengthened abstracts, recitals, and conveyances,—will, on the occasion of future alienation, as the register advances, be gradually diminished, and eventually be altogether avoided.

Two difficulties, however, here arise: the one in first bringing titles on the register; the other, in protectiug the different interests and incumbrances which may now be derived out of or charged on the fee simple of land, and connecting them with the registered ownership. We have endeavoured to remove both these difficulties.

55. *Two kinds of registered ownership.*]—Registration of title is proposed to be twofold; one, which shall at once enable the registered owner to transfer the estate with a present or immediate statutory title; the other, registration of actual ownership, without the power to transfer an immediate statutory title.

56. *Prevention of improper attempts at registration.*]—In the second of these cases, that is, in the case of registration unattended with immediate statutory title, the parties applying will be required to produce before the registrar a declaration on oath, stating that they are in the actual enjoyment of the rents and profits, and that they believe themselves to be absolutely entitled to the land in fee simple free from all incumbrances, or subject only to such incumbrances as are distinctly specified; and they will also be required to produce, where it can be done, the last instrument of conveyance of the fee simple, or such other evidence as the registrar may find it necessary to require, with the view of excluding fraudulent claims. Powers also will be conferred on the registrar to give such public and other notices as he may deem necessary of the intention of the parties to have the property registered, in order that they may not wrongfully procure a registration which may be detrimental to other persons.

But where the title to lands has been ascertained by decree or judgment of any court whose jurisdiction is competent to determine the right, there the production of such decree or judgment by the person in whose favour it may have been made, or the order of the court consequent thereon, will alone be sufficient to authorise the registrar to register the ownership of such person, subject to the necessity of making such declaration and serving such notices as above adverted to.

57. *Registration with warranted title.*]—Registration with immediate statutory title will take place in those cases where the owner of the land desires, not only to obtain a title which, with regard to the future, will be manifested and established by the register alone, but a title which with regard to the past cannot be disturbed. We have already adverted to this part of the subject, and we have stated, for reasons which we need not repeat, that the suggestion of a guarantee or warranty of title is in our opinion most valuable (see paragraph 30). In this class of cases (*c*) it will be lawful for the parties seeking registration with the benefits of a warranted ownership to apply to the registrar to have the title investigated with that object. In such cases, it will be right that the registrar should cause the title to be fully investigated, at the expense of the parties, by counsel and solicitors; and if he shall be satisfied on their advice that the title is a good one, then, on the payment of a small premium, to be calculated by way of a per-centage upon

(*b*) Mr. J. Meadows White's evidence.

(*c*) Mr. Headlam objects to the system of warranty. See his paper in the Appendix.

the estimated value of the property in question, he will register the ownership as a warranted one, either in the name of the party applying, or, if the party applying shall prefer it, then in the name of such persons as he may nominate for that purpose. Since the guarantee of the title will be given by a public officer, the premiums payable by the party obtaining such guarantee will be paid into the Exchequer; and the Consolidated Fund will be liable to make a fair and reasonable compensation to any person who may within the period allowed by law establish a claim in respect of the estate, the title to which has thus been registered with a warranted ownership. A similar provision will also be extended to those cases where land is sold under the decree of a court, subject to the payment of similar premiums, and to the title being examined and approved of in a similar manner (*d*.)

It may here be mentioned, that the suggested warranty has the advantage of precedent in its favour. For when lands are sold (*e*) by the principal officers of the Ordnance department, Parliament has empowered them to give to purchasers a clear and indefeasible title, making compensation to those persons who can establish within a limited period any legal or equitable right to the property.

58. *Certificate of ownership.*]—In both the above cases, for the convenience of parties, as evidence of their title to the property registered, and for other purposes which we will hereafter refer to, a certificate of the fact that it has been registered will be delivered by the registrar to the party applying; and this certificate, duly authenticated by the seal of the office, will be a certificate either of warranted or unwarranted ownership, as the case may be. It will be advisable that this certificate should state on the face of it the name of the registered owner, the lands registered, and the incumbrances (if any) to which they are subject. It will also contain a reference to the indexes which relate to the entry thereof in the books of the registry.

59. *General effect of registration.*]—The general effect of the kind of registration here recommended will be, that, for the purposes of transfer, the registered ownership will at all times represent the fee simple of the property, and, as such, it will not be capable of any subdivision or modification into partial or limited estates or interests, except so far as charges and leases may also be admitted to the benefit of registration under the provisions which we shall presently mention.

60. *Right of disposition incident to the registered ownership.*]—The right to dispose of and transfer the ownership of land in fee, including the right to charge and lease the same, will belong and be incident to and in fact be taken as forming part of the registered ownership.

61. *What unwarranted ownership freed from, and what not.*]—When the registered ownership has not been warranted, it will be subject to such rights and interests as existed in or were capable of attaching upon the property at the time of the first registration, but it will not be subject to any rights or interests arising or created at any period subsequent to the time when the first register was effected, except charges and leases admitted to the register, and except interests protected by caveat or inhibition, as afterwards mentioned. Thenceforward the title to the property for the purpose of transfer will be manifested by the register, and by that alone; and so eventually the only title to land which a purchaser need examine will be the last transfer as the same is recorded in the registrar's books. At the commencement, indeed, the validity of the title of the first registered owner will still depend, as it does now, on the validity of the title of the party by whom the transfer has been made. But as time passes on this title will gradually strengthen itself, until it has reached a period which, under the operation of the Statute of Limitations, will make it complete, and mature it into an unimpeachable statutory title. Year by year the purchaser will be brought nearer and nearer to this result, and so the expenses which attend the retrospective investigation of title will be gradually diminished, until they reach their minimum point.

62. *What warranted ownership freed from.*]—When the registered ownership is a warranted ownership, the special advantages to be derived from this system of registration will immediately follow. In such cases the registered ownership will be subject only to other registered rights, and will be exempt at once from all latent claims and interests which may have been created previously to the time when the property is registered. The registered owner will therefore have, forthwith, for the purposes of transfer, a simple, complete, and indefeasible title.

Such a result will tend, not only to diminish the expenses attending the transfer of land, but also to increase the value of land as a marketable commodity; for the value of land when offered for sale is not merely to be measured by the purchase money paid, but likewise by the costs which the vendors and purchasers must necessarily incur in deducing the title, and ascertaining its validity. In proportion as these costs are diminished the value of the land will be raised. Great as these advantages unquestionably are, they are not the only advantages which may be expected from a system of warranted ownership; for a well-devised scheme of warranted ownership will afford so perfect a security to titles that no latent interests, no dormant trusts, no fresh claims, which may have been concealed or overlooked, can possibly interfere with the enjoyment of the purchaser; and the land will be as clear from all rights, other than those which are actually registered, as stock which is purchased in open market.

63. *What registered ownership, whether warranted or not, will be subject to.*]—The registered ownership, whether warranted or otherwise, will at all times represent, for the purposes of transfer, what is usually known as the fee simple, subject to such charges and leases as may be admitted to the register, and in the case of ownership not warranted, to the title antecedent to the first registration. In other words, the register will be a substitute for the documentary or parchment title. But the registered ownership, whether warranted or otherwise, will remain subject, as the fee simple now is, first, to such other rights as are not usually included in the abstract of title (*f*) that is to say, those rights which are incident to the property in a physical rather than a legal sense, and those which are presumed to attach on all landed property; and secondly, also to such rights as may be ascertained by inspection on the land itself, or by inquiry of the occupier. Under the first of these heads we include all easements, such as rights of water, rights of way, rights of sporting, and rights to light, and those interests which are denominated in law profits *à prendre*, and tithe rentcharges, land tax, and other taxes and rates of a general character; under the second we include short leases at rackrent where the lessee is in actual occupation of the premises. These are rights which are commonly evidenced by known usage or continued enjoyment, or may be ascertained on the spot by inspection or inquiry; and the title to them is generally so independent of the documentary title to the property that they will necessarily form a partial exception to that which will constitute the registered ownership, whether warranted or not.

64. *Facility of obtaining loans.*]—It may be convenient, before quitting this branch of the subject, to point out as one of the effects of such a system of registration the great facilities which it will afford to landowners to obtain loans for temporary purposes. The possession of the certificate of the registered ownership, as an equitable security for money advanced, will confer the same privileges and be attended with the same rights as those which are derived from the possession of title deeds under a deposit. And it can hardly be doubted, that, for the security of those who advance money under such deposits, the assurance that there could only be one title deed to the property pledged would be of much importance. In transactions of this kind, the lender is always liable to be imposed upon by the suppression or concealment of some particular deeds which may qualify the borrower's right, and we therefore concur in an opinion expressed by one of the witnesses before the Select Committee of the House of Commons (*g*), that "it is probably not too much to say, that there is no point on which the proposed registration of land property would work better than in improving the security of lenders on deposits of title deeds, and consequently, so far as facilities in borrowing inexpensively may be deemed advantageous, in facilitating the obtaining of loans on such deposits."

65. *Mode of protecting unregistered interests.*]—The second difficulty to which we have adverted is the difficulty of providing an adequate security for those interests which are not of a nature to be admitted to the register. The ownership of land, whether registered or not, will still be subject to various derivative or beneficial interests which will require protection. The distinction between legal and equitable interests is not a mere technical distinction. It is a matter of fact. Its continuance is necessary for the full enjoyment of property. So far as the interests of purchasers exclusively are concerned, it would be better, no doubt, that the vendors or registered owners should in all cases be the sole owners, both at law and in equity. But

(*d*) Mr. Napier approves of the proposal to make decretal titles under judicial sales indefeasible; but objects to a warranty by the registrar as above.

(*e*) See 5 & 6 Vict. c. 94, ss. 5 to 15.

(*f*) See Mr. Commissioner Hargreave's evidence.

(*g*) See Mr. Bullar's suggestions and notes in Appendix No. 3 to the Report of Select Committee on Registration of Assurances Bill, p. 151, No. 34.

the beneficial ownership or equitable estate being often divided between several persons, the right of present enjoyment being in one person, and the right of future enjoyment in another, and the person who is entitled to the present enjoyment being sometimes a minor or under other disability, and the person entitled to the future enjoyment being sometimes unborn or unascertained, a necessity arises which must be attended to of protecting interests such as these, which would still be unregistered, against the unjust acts of the registered owner. Occasionally it has been thought that the equitable interests might be put on the register; but if that is done it is demonstrable, as we have observed in a previous part of this Report, that the advantages of a registry of title would soon be lost, since it would become in fact little else than a registry of assurances, and a very imperfect one. The protection must be provided in some other mode, and we think it may be obtained in various ways.

66. *Same subject—No survivorship between registered owners.*]—Where the parties to a settlement desire it, they will have the power of registering the property in the names of two or more persons as registered owners, with a short note (the words "no survivorship" will be sufficient), intimating that in the case of the death of either the *jus accrescendi* is not to have place (*h*). The effect of this will be, that if one of the registered owners die, no alteration of the ownership can be made until his place is filled up. And as the prevailing instances of fraudulent or improper alienation of stock are those where it has devolved upon one trustee, this simple provision (which will completely prevent the devolution of the registered ownership upon a smaller number of persons than those first registered) will operate as an almost perfect protection to all parties who have or may have any kind of interest in the registered land under any settlement of which the registered owners are trustees.

67. *Same subject—Caveats to prevent sale without consent*].—As a further protection, those parties who are entitled to any unregistered interest which, as the law now stands, would render their concurrence necessary in a sale of the fee, will be at liberty to enter in the registry a caveat (*i*) or inhibition against the transfer of the registered ownership. This caveat or inhibition may and ought to be of various kinds, or various in its operation, so as to adapt itself to the different circumstances under which it will be required. To prevent abuse it will be lodged at the register office, only under proper sanctions, such as the consent of the registered owner, or the order of the Court of Chancery if the registered owner improperly refuse to give his consent; and to secure protection suited to the various conditions of settlements, the caveat or inhibition will be allowed to be so framed as to prohibit the transfer of the registered ownership either for a time specified, or during particular lives, or until the occurrence of a stated event, or without the concurrence of certain parties who for that purpose may be named or referred to as protectors, or under any other condition conformable to law which the parties themselves may think fit to impose. The simple effect of such a provision will be, that as long as the caveat or inhibition remains, the registered ownership cannot be alienated without the permission of those whose consent will be thus rendered necessary; but if all these parties desire a sale, that consent can previously be obtained, and so the purchaser will always be able to contract for the property, on the express condition, or with the absolute certainty, that he need not move in the matter until the title has become perfectly clear of the equitable interests thus interposed (*j*).

68. *Same subject — Injunction by court.*]—When it is remembered that the protection thus afforded to the beneficiaries of land will be greater than that which is now afforded to the beneficiaries of stock or railway shares, there can hardly be a doubt that—taken in connexion with the fact, that, except as against purchasers without fraud, the beneficial interests will continue as now to affect the land—these various methods of protection will be found sufficient. If it be suggested that fraud may still be practised, the answer is, that there will still remain the remedy by suit, by injunction, and by account. For it is to be observed, that an unregistered interest will entitle the beneficiary to enforce the performance by the registered owner, not being a purchaser, of such duties as properly ought to be observed and performed by him; and for that purpose, but for that purpose only, those duties will be deemed to be trusts cognizable, like other trusts, in the Court of Chancery, and determined, like other trusts, on the principles of equity.

69. *Registered owner where only a trustee, not to retain the registered ownership as against the beneficiaries after trusts satisfied; but this not to affect purchasers.*]—Where the registered owner shall be a person named such for the purposes of any settlement, then, as between such registered owner and the beneficiaries interested under the settlement, he will not be at liberty to retain the registered ownership, or to remain on the register as registered owner for any longer period or under any other circumstances than according to the present rules of courts of equity he would be entitled to retain the legal estate if he were a trustee of the fee upon trusts similar to the provisions contained in such settlement, and he will be bound to make a grant of the registered ownership to such person as may be named in that behalf by the beneficiaries.

70. *On death of registered owner his executor to be the new registered owner, or a new registered owner to be appointed.*]—In order to keep up the chain of title, and to prevent the difficulty which might arise upon the death of any registered owner in obtaining a transfer, we think it will be convenient, that, for the purposes of this measure, as well as for the purposes suggested by the Chancery Commissioners, a real representative should be appointed, upon whom the registered ownership shall devolve. This representative will be ordinarily the executor; but where an executor has not been named, or where he has died or renounced probate, power will be given to the parties interested to apply to the registrar or to a judge to supply the place of the deceased registered owner, and to enter the name of some proper person in his stead.

71. *All powers now possessed by landowners left untouched.*]—We have already intimated that in our opinion no plan of registration will be acceptable or desirable, unless it leaves substantially and practically to the owners of land the same power of disposition and enjoyment, and means of protection and security, as those which they possess under the present system. The plan recommended will secure this object. For, subject and in subordination to the registered ownership, qualified and explained as we have mentioned, the owners of land or of the unregistered interests therein will be at liberty to settle, devise, and deal with the same for the like estates, to the like extent, and generally in the like manner, as by the rules of law and equity they would have been entitled to do if the registration of the ownership had not taken place. All the rights of tenants for life or other persons having partial interests will be left unaffected and undisturbed, for the registration will not interfere with the right of beneficial enjoyment and management of the land, and the property cannot be dealt with by the registered owner except when a transfer is by the absence of a caveat impliedly permitted. It may also be observed, that such a system will have the effect of keeping private all family arrangements, while it will continue the enjoyment under them, and provide for their security. So that the advantages of trusts and settlements will be effectually preserved; while the title will not be incumbered, nor the transfer impeded by any notice of such trusts or settlements. The provisions necessary to prevent alienation against the will of those who are entitled to say that the property shall not be sold will not involve any such notice.

72. *As to persons becoming registered owners by gift.*]—Registered transferees without valuable consideration will be subject to the claims of the persons interested in the unregistered ownership, in the same manner as their transferror would have been; but this can be so provided for as not to affect registered purchasers from volunteers, without fraud; and a further provision can be added, that it shall not be necessary to inquire whether the registered owner acquired his title as a purchaser or not.

73. *As to notice and fraud.*]—We propose that fraud in obtaining a transfer of the registered ownership shall defeat the title of the person who becomes registered owner by fraud, but that notice of unregistered rights shall not merely as notice have any such effect. We think that though the purchaser in the course of his inquiries, or before he concludes the purchase, has notice of any claims upon the estate, it will not be unjust to deprive the parties interested in such claims of their rights in favour of such purchaser, if their rights are not protected upon the register. We do not agree (*k*) that any at-

(*h*) See Mr. Commissioner Longfield's answer to question 24.

(*i*) Mr. Scully considers that more convenient modes of protecting unregistered interests might be provided than the proposed caveats. See his paper at the end of the report.

(*j*) It has been suggested that it might be lawful for the parties interested in the trusts of any settlement or will to deposit privately with the registrar a copy of the settlement or will at the time when the lands which are or may be the subject of such settlement are entered on the register, with a private instruction that no transfer shall be afterwards made of the registered ownership without the consent of the parties who for the time being may be interested, or who may have power of consenting under the settlement or will, or otherwise than under and in conformity with the powers of the settlement or will.

(*k*) Mr. J. E. Walters' evidence.

tempt to exclude the application of the doctrine of notice would prove abortive. We are aware that it has been said that the judges would, notwithstanding any law to the contrary, in the course of time contrive some means of neutralising any enactment which went to exclude the doctrine of notice, just as our courts of old contrived to prevent the Statute of Uses having the effect intended by the Legislature; and that to abolish the doctrine of notice altogether would be contrary to every principle of justice and equity. After full consideration, however, we cannot adopt these views, but, on the contrary, we concur generally in the reasons adduced by the Real Property Commissioners in their Second Report (*l*), in favour of excluding the interference of courts of equity on the ground of notice.

74. *Mode of describing and identifying lands on register.*]—In determining the provisions necessary for securing a proper description of and the means of identifying the lands admitted to the register, it will be useful to bear in mind (*m*) that in every investigation of title there are three important questions to be attended to, viz.—First, whether the title deeds disclose a clear title to the lands described in them?—secondly, whether in that description all the lands intended to be dealt with are truly comprised?—and, thirdly, whether the actual possession of the lands is consistent with the title as so disclosed? Now, looking at the plan which is here recommended, it is clear that the difficulties arising from the first of these questions will be completely met when the register is in full action. For a purchaser will not be under any necessity of requiring and examining documentary evidence, the register alone, for purposes of transfer, manifesting at once the title to the lands which form the subject of the registered ownership. With reference to the third point, it will still be necessary that the possession of lands should be inquired into by purchasers, lest it should be adverse to the registered ownership. The second, however, of these questions, we have here more particularly to consider. We have intimated our opinion (see Paragraph 35) that although the compulsory formation of public maps would be open to many and grave objections, yet the use of a map properly authenticated for each individual property, together with the customary verbal description, would probably furnish the best means of describing and identifying the land, and indexing it correctly. To accomplish this object in the fullest manner, we accordingly recommend—

1. That the registrar shall have power to require the description of the registered lands to be stated and set forth in such form and manner as he may deem to be best fitted for the purposes of registration.

2. That at the time of registration it shall be lawful for the registrar to require the parties applying to be registered as owners of any lands, to produce a private map or plan of the lands proposed or intended to be registered; and that such map or plan shall be made on such scale and contain such particulars for identifying the same with the property registered as the registrar by any general or special regulation may in that behalf require.

3. That, before the registration of the ownership of any land, the private map or plan so produced by the applicant shall in every case be referred to in the description of the lands required to be entered on the register itself.

4. That the registrar shall also be empowered to require at the time of registration that the property proposed or intended to be registered shall contain a reference in the description given of it to some public map to be kept in the registry.

5. That for that purpose he shall be at liberty to declare that the maps made under the direction of the Master-General of the Ordnance, the Tithe Commutation maps, or any other maps of the accuracy of which he is satisfied, shall be deemed public maps for the purposes of registration; and if he thinks fit he shall cause copies or reprints of any parts thereof to be made, either on the existing or on an enlarged scale; and such maps as are directed to be used for the purposes of registration shall be deposited in the registrar's office, and copies thereof published and sold in such manner and subject to such provisions as the registrar may direct.

6. And that as the main object of the public maps will be to facilitate searches and references, the registrar shall be empowered to adapt the maps to the districts created for the purposes of registration, or to form the districts with reference to the number, quality, and description of the available public maps, so that each district may have its own public map or maps to which the parties seeking for information will be able to refer.

(*l*) Pp. xv.—40.
(*m*) See Mr. Cookson's paper, Appendix A.

75. *Mode of transferring the registered ownership.*]—Having thus provided for the first registration of title to lands, for the protection to be given to unregistered interests, and for the mode in which the identity of the property may be ascertained, the provision to be made for subsequent dealings with the registered ownership by way of transfer, mortgage, or lease, will be comparatively easy. Beginning with transfers, when the registered ownership is in a single name and unfettered by a caveat, that party alone can go to the registrar, and desire the transfer, on production of the certificate of registered ownership. When a purchaser has bought the land of the registered owner, the application of the one and the authority of the other will, on the production of the like certificate and a deed of grant, be sufficient for the purpose. And when the ownership has been guarded by caveats, the previous withdrawal of them, on the consent of the persons in whose names they are entered, or by an order of court, will enable a purchaser without any trouble or any further inquiry to see at once whether he can complete his contract. The transfer will be made by deed, and in a short and simple form, which the Act will authorise. On proper evidence being adduced before the registrar of the validity of the deed, he will enter in the register the name of the transferree in the place of the transferror. When that has been done the transfer will be complete, and will pass the whole fee-simple; and on the completion of it the registrar will deliver to the transferree a fresh certificate of registered ownership, if the whole of the registered land has been transferred; but if the transfer is confined to a part, he will deliver to the transferree a certificate of ownership limited to such part; and he will deliver to the transferror a fresh certificate of ownership containing a description of the lands retained by him.

The effect of such transfer will be, to give to the person registered an absolute title to the lands so registered for the purpose of alienation, free from all interests created subsequently to the first registration of the land. If the registered ownership is a warranted ownership, it will further be freed and discharged of all estates and interests whatsoever, excepting easements, registered leases, and registered charges; but if the ownership has not been warranted, it will be subject to any claims which existed at the time of the first registration, and have not since become extinguished or barred by time.

76. *Registration of incumbrances.*]—With regard to incumbrances, we (*n*) think that the benefits to be derived from registration should be extended to the owners of charges upon the fee of land as fully as to the owners of the fee itself. The registration of charges may properly be subjected to the following rules:—

1. Every charge intended to be registered shall so be entered on the register as to show the name of the owner thereof, the lands upon which the same is made, the amount of money secured thereby, the rate of interest payable thereon, and the date of the instrument by which it is created.

2. Every such charge shall also be entered under some proper sanction, such as the consent of the registered owner to the registration thereof, or the order of a competent Court decreeing or directing the same to be registered.

3. On the registration of such charge the registered ownership will be subject to the legal rights and powers incident to the charge, and either may be transferred independently of the other.

4. A certificate of the charge will be given by the registrar to the party applying to register the same.

5. The priorities of all charges shall be determined exclusively according to the dates of their respective registration.

6. Unregistered charges shall only take effect as unregistered interests, but may be protected in like manner as unregistered intetests.

77. *Registration of leases.*]—The benefit of registration will also (*o*) be conferred on the owners of leases for the term of twenty-one years and upwards. The registration of leases will be subject to the following rules:—

1. Every lease intended to be registered shall so be entered as to show the name of the owner thereof, the length of the term, the date of the lease, and the rent reserved.

2. Every such lease shall also be entered under some proper sanction, such as the consent of the registered owner, or the order of a competent court decreeing or directing the same to be registered.

3. On registering such lease the registered ownership will be

(*n*) Mr. Headlam objects to an Independant Register of Incumbrances or Leases. See his paper in the Appendix.
(*o*) See Note (*m*).

subject to the legal rights incident to the lease, and either may be transferred independently of the other.

4. A certificate of the lease will be given by the registrar to the party applying for the registration of the same.

78. *Transfer of incumbrances and leases.*]—The mode of transferring registered charges and registered leaseholds will be similar in all respects, *mutatis mutandis*, to the mode of transferring the registered ownership. And on the death of the registered owners thereof, their representatives will be entitled to be registered in their place.

79. *Extension of powers of sale of Court of Chancery.*]—There are some cases in which provisions, in connection with the proposed register, may be made to facilitate the sale and transfer of land, though not provisions which can be said to be indispensable to the system as a system of registration. It has been suggested to us (*p*) that means might be devised by which the conversion of land into money could be effected at once, with the concurrence only of the person having possession and enjoyment of the land, if care were taken to provide a safe independent place of deposit for the money for division among the parties having pecuniary claims on it. Facilities, it is said (*q*), might be given in some cases to allow the transfer of the land to proceed, impounding the consideration for the transfer, and fixing it with the equities under notice. This, it is urged, would be specially desirable in cases of pecuniary claims or charges on the land the title to which charges may be embarrassed.

We have adopted these views, and propose to vest in the Court of Chancery certain powers for the purpose suggested.

80. *Indexes.*]—A provision which it is most important to attend to is the mode of indexing the property registered. This must be left to a great extent to the determination of the registrar. But since there are three matters more or less distinct from each other, yet more or less connected together, which would have to be entered in different ways, namely, registered ownerships, registered charges, and registered leases, there must be also three sets of indexes corresponding therewith; namely, first, an index of registered owners; secondly, an index of incumbrancers; and, thirdly, an index of lessees; and these indexes should so far refer to each other that the registered ownerships should always show by a distinct reference whether such ownership was subject or not to any existing charge or lease.

81. *Miscellaneous provisions.*]—With regard to some miscellaneous questions as to the machinery of the proposed registry, we think that the title deeds should not be required to be delivered up to the registrar; that the registrar should have a general power of determining conflicting claims by consent, or of putting them in a course of judicial determination; that no tenancy in common should be allowed in a registered ownership; that a general power should be given to the registrar of making necessary regulations; and that there should be a difference of fees for large and small transactions.

82. *Authority of register.*]—With regard, however, to the powers to be entrusted to the registrar, we conceive, that, as a general principle, his authority should be ministerial and executive in its nature, and not judicial. We agree in an observation contained in the evidence before us (*r*), that there is no feeling more strongly rooted in the public mind than dislike of official interference with their private affairs, and any system must be considered practically impossible, however theoretically perfect, which would render the approval or sanction of a registrar necessary for the completion of transfers, or would give him any discretionary power to prevent them.

Conclusions in Favour of, and Answers to Objections against, the Plan recommended.

83. *General conclusions in favour of the measure.*]—This measure, so novel in its character and so difficult in detail, demanded from us and has received the most careful and searching examination. The best means, in fact, of testing its practicability were afforded to us before this report was drawn up, by the labours of one of the Commissioners, who prepared the sketch of a Bill (*s*), with the requisite provisions and machinery for the practical working of the measure. This Bill, which will be found in the Appendix, was examined by us in detail, and from it we derived much valuable assistance in framing this Report. In some respects it differs from the recommendations which have here been made; in principle, it agrees with them altogether. Novel, therefore, and difficult as the measure may be, we see no reason to doubt its practicability, and we can consequently recommend it with more confidence, and in the belief that while it would obviate all the difficulties which are likely to spring from a registration of assurances, it would provide those benefits in the transfer of land which registration is intended to confer. On the one hand, it will be found, that the expense and delay which must always be occasioned by a retrospective investigation of title,—the evil of accumulating year after year a vast mass of documents in one registry,—the complication and difficulties which would thence arise,—the danger of disclosing the private affairs of individuals, and the other objections above adverted to, in a registration of assurances, will all be avoided. On the other hand, it will be seen that the removal of those impediments with which the alienation of land is surrounded,—the ready means thereby afforded of raising money by temporary loans for purposes of improvement,—the facilities for partial or complete alienation, without disturbing existing interests, or interfering with the rights of settling property which are now enjoyed under the present law,—and the perfect security that a purchaser may acquire by obtaining easily a parliamentary or warranted title,—will confer on land an enhanced value, and free the owners of it from those embarrassments to which no other property has ever been subjected.

84. *Objections urged against it.*]—The main objections which have yet been urged against such a measure are, first, that it excludes from the registered title all those various modifications of ownership which the law allows, other than fee simples, mortgages, and leases; and, secondly, that the warranty of title to lands will be open to serious inconveniences. We will make some remarks on each of these objections.

85. *First objection as to the limited extent of the measure.*]—With regard to the first objection, it must be admitted that the benefits intended to be conferred by registration are confined, in the first instance, to the registration of the fee simple, mortgages, and leases. These, it is to be remembered, are the properties in land which most usually form the subject of sale and transfer. Transfers of other rights and interests are for the present excluded from the proposed register, because it is desirable, at least in the first instance, that the plan should not be unnecessarily complicated. In the meantime there is nothing to interfere with those rights and interests. They will be as capable of being exercised and enjoyed after the establishment of the register as they are now. The measure proposed expressly preserves them. And as long as it preserves them, the owners of them will have all the control over the management of the property with which the law now invests them, and which their settlors or testators intend that they should have. Further than this it might be imprudent to go, before the measure has moulded and adapted itself to the practical wants and habits of the community.

86. *Second objection as to warranty.*]—With regard to warranty, it is considered by some of the Commissioners to be contrary to the general policy of this country to allow the State to enter into pecuniary speculations of any description; that though there may be reason to believe that the sum which landowners would be willing to pay for such a warranty would be more than equivalent to the risk incurred by the Government, or, in other words, that the speculation would be a good one; yet, as there is no experience on the subject, no confident opinion can be expressed; and that it is obvious that if at any time there should be carelessness or fraud on the part of the officers of the Government who have the management of the scheme, the loss to the State might be of a most serious description.

In the second place, it is said that there is a great objection to the plan arising out of the manner in which it deals with the rights of individuals. It provides that any person establishing a claim on land guaranteed by the Government shall forfeit his right or interest in the land itself, and in lieu receive a money compensation to be paid by the State, and apparently to be also estimated by the State; and it is argued to be most objectionable that the contract between an individual and the State should be allowed to affect the rights and interests of a third person, who is not in any way cognizant of or a party to the contract.

Independently of the foregoing objections, which apply to the principle of the scheme, it is considered that there are considerable practical difficulties incident to its execution; and that but few of the titles to land would bear so searching an investigation as would be necessary in order to obtain the warranty. It is lastly said that the costs and expenses of an application for a warranty would be serious and certain, the result of the application would be doubtful, and in the event of a refusal a stain would be cast upon the title, and its defects

(*p*) Mr. Bartle J. Frere's evidence.
(*q*) Mr. J. Meadows White's evidence.
(*r*) Mr. Kettle's evidence.
(*s*) See Mr. Lewis's Bill, App.

made known and exaggerated. We have considered these objections, and agree in thinking that they are entitled to attention; but a majority of the Commissioners have come to a conclusion in favour of the principle of warranty. They can see no reason why the great benefits which have been conferred in Ireland on encumbered properties should not, by analogous measures, be extended to unencumbered properties, and also to this country. A parliamentary or warranted title is the one great desideratum to enable parties to deal as freely with their landed estates as they now can do with their personal effects. If the title is investigated with ordinary care, as no doubt it would be, by the counsel and solicitors selected for that purpose, the risk run is more nominal than real. If it should turn out that there was some claimant whose possible rights had been overlooked, he would receive compensation which the premiums paid by way of insurance would probably be more than sufficient to cover. If the purchaser should think that these premiums would entail upon him a new expense, the answer is, that he need not incur it unless he derives an equivalent advantage. But instead of this we believe he would feel that this advantage was more than an equivalent for that expense by the clear title which he would thus obtain, by the additional value given to his land, and by the perfect security in which he would hold it.

Answer to the Inquiry as to "the Advantages and Disadvantages" of the Plan recommended.

87. *Whether there are any disadvantages attending the system.*]—Having now stated the leading details of the plan of registration we recommend, we propose to consider, in answer to the inquiry intrusted to us, "the advantages of and disadvantages attending such a system."

88. In regard to what may be the disadvantages of registration of title, we may refer to the different parts of this Report in which objections and difficulties have been adverted to and dealt with. We have shown that the existing evils are great; and we have acted upon the principle laid down by the Real Property Commissioners, that it should be made out, to a reasonable degree of certainty, founded on a careful investigation of facts and mature deliberation, that the proposed remedy is practicable, and that it will be effectual, that it is the best that can be devised, and that it will not itself be an evil, or productive of evils, equal, or nearly equal, to those against which it is provided. We are of opinion that the plan recommended by us fulfils or satisfies all these conditions; and at all events these objections, even if allowed to have the character of disadvantages, cannot be deemed seriously to detract from the very great benefits which landed proprietors, and the buyers and sellers of land, will derive from the measure we have recommended.

89. *The advantages of the system.*]—The advantages of the system will consist in giving facilities to the sale and transfer of land in the following respects:—

1. It will secure the principal benefits and advantages sought to be attained in a system of registration of deeds (*t*).

2. The system will render unnecessary retrospective investigation of the title as to all dealings subsequent to the commencement of the registration, and will gradually operate to dispense with such investigation altogether.

3. It will simplify the title to real property for the future (though it will not, except where warranty is obtained, confer at the outset a parliamentary title as against interests existing anterior to the registry), and it will have this effect even though it should happen that no concurrent improvements are effected in the general law of real property.

4. It will make purchasers of the fee and leases perfectly secure.

5. It will simplify to the utmost possible extent the forms of transfer and the modes of conveyance.

6. It will tend to increase the saleable value of land.

The system will effect this last benefit (*u*) by removing difficulties, and thus increasing the desire to invest in land. It will also enable the buyer to ascertain his expenses accurately. At present the expense depends partly upon matters which come to his knowledge only after he has entered into the contract. There will, in fact (*v*), be a saving to the buyer of the expense of investigating title and conveyance, and to the seller of preparing the title. The seller will indeed still have to bear the expenses of distributing the purchase money, but this he must do under the present or any other system.

7. It will tend to lower the rate of interest on loans secured upon land. It has been well said that the greatest condemnation of the existing system of lending money on land is the reluctance which bankers, the natural traders in loans, have to lend on mortgage or judgment. The security which they refuse, careless trustees, ignorant people who have savings, and widows and others who have some small provisions, are advised to accept, and in this way the whole risk of bad security is thrown on the classes least able to bear it (*x*).

8. It will confer facilities for the sale of large estates in lots. We agree in the statements of one of the witnesses, that the necessity for investigating the past title, and procuring the means of proving it and substantiating it for the future, places great obstacles in the way of selling a considerable estate in numerous lots; as it is generally difficult and always expensive to furnish each purchaser with the necessary evidence. One of the important advantages of a new and parliamentary title is found in the great facility it confers for the sub-division of estates upon a sale.

9. It will enable persons to obtain a warranty of their titles at the same or nearly the same expense as that incurred in an ordinary purchase under the present system.

Miscellaneous Recommendations and Observations.

90. *Improvements in the general law and practice of conveyancing.*]—But it is our opinion that as the register cannot in the first instance be made to confer an immediate statutory title in ordinary cases, some changes in the general law, having a tendency to simplify title, should be made concurrently with the establishment of the registry. The evidences of title and its devolution may be rendered more simple in various particulars which have been pointed out in the evidence before us, and are hereafter adverted to. By making those improvements in the law, the register, without being made to confer immediate Parliamentary title, may nevertheless be instrumental in producing immediately many of the advantages in regard to simplicity of title and transfer which will result from its own proper and unassisted operation, when its action has become complete. Facility of transfer and simplification of title act and re-act upon each other. We think that the establishment of a register should only be part of a general plan for amending the law of real property, in the particulars presently adverted to. We concur in the opinion of one of the witnesses (*y*), that, considering the cumbrous forms employed in conveyancing, it would be extremely impolitic to establish a register that would, as it were, stereotype a decaying system, and perhaps stand in the way of its thorough reformation; or, in case of its being superseded by a better, would induce the inconveniences of a register begun in one era and continued in another.

The improvements in the law of real property and the forms of conveyancing which have been suggested to us we have thought it advisable to embody in the sketch of a Bill, which has been drawn by one of the Commissioners, and will be found in the Appendix. Thereby the title to real property, independently altogether of the registration we recommend, and during the gradual introduction of the system, would be greatly simplified,—by the abolition of certain technical modes in the creation, limitation, and disposition of estates,—by turning mortgages into mere securities, but with the same powers of recovering the money which are usually conferred on the mortgagee,—and by giving to certain instruments such general effects as are now expressed in a lengthened form, and which add greatly to the cost of the transaction. These provisions do not strictly fall within the main object of the inquiry submitted to us, but they are so nearly allied to and so much connected with it that we have deemed it our duty not to overlook them.

(*t*) There are, however two exceptions:—The exceptions are, that it will not directly tend to make equitable or secondary estates more marketable than they now are, and that it will not afford the means of obtaining evidence of the contents of lost deeds. The former defect or objection will, however, cease to be material if the subordinate register of derivative estates to which we have more than once referred be established, and the objection may at all events be alleviated by an alteration in the law as to the obtaining of priority by the legal estate and the doctrine of tacking, which is one of the amendments of the general law subsequently adverted to in this Report. The latter defect will not, as to future titles, be of any considerable moment as regards purchasers of fee-simple estates, for title deeds will, under the operation of the registry here recommended, become of less consequence than they now are as evidences of title to the fee.

(*u*) Mr. Commissioner Hargreave's evidence.

(*v*) Mr. R. J. Farrer's evidence.

(*x*) Some experience as to the bearing which an improved state of title may have upon the rate of interest is furnished by the Report of the Select Committee of the House of Lords, appointed to consider whether it would not be desirable that the powers now vested in the companies for the improvement of land should be made a subject of general regulation, for it appears from that Report that one great advantage afforded by these companies is, that a landholder holding in fee can borrow cheaper under these Acts than he could otherwise, by reason of the mortgage being a primary charge under the Acts, and by reason of an investigation of title not being required, as in other cases.

(*y*) Mr. Dugmore's evidence.

They are also framed upon the principle recommended by experienced witnesses (*z*), of first deciding on the plan of the register, and then altering and simplifying the general law with reference to that plan. We hope that this Bill, together with the plan which we submit to Your Majesty for the registration of title, will be of use in assisting Parliament to deal at once with the whole subject.

91. *Partial establishment of the register in the first instance.*]—One practical suggestion there is, which it may be useful we should make, with regard to the policy of establishing the register in the first instance partially. As was said (*a*) of registration of deeds, we doubt whether any scheme of indexes, which ingenuity may devise, will be such that registration, with all its incidents, may start into life a perfect system, answering at once every purpose for which it is intended. We think there must be some practical experience, some working of the system, before office arrangements can be made which will be so perfect and simple that information (the non-discovery of which may be prejudicial) may readily be obtained. We therefore conclude that it would be desirable to try the registration partially at first, and establish the system to its fullest extent in some particular county or district. If it should be found to answer the objects for which it is intended, it might be then universally established, or the office created for that county or district might be extended to the whole country.

91. *Peculiar facilities for the establishment of the register in Ireland.*]—Before concluding this Report, we think it right to observe, that the circumstances of landed property in Ireland at the present time afford peculiar facilities for the introduction of an improved system of registration into that part of the United Kingdom. The long-established Register of Deeds, the Ordnance Survey, and the Incumbered Estates Court, in that country, furnish materials and machinery for effecting the transition from the existing system to the new one much more readily and speedily than can be anticipated in England.

We are informed by competent witnesses that the ordnance survey is considered one of the most valuable acts of practical government that has ever been carried out in Ireland. The maps are in universal use in the management of estates, in the sale of land, and in the valuation of land for public and private purposes. The boundaries of the old divisions of the country, such as counties, baronies, parishes, and townlands, are set out on the maps; the poor law unions and electoral divisions are aggregations of townlands, and can therefore be at once ascertained. In the southern counties the maps show the divisions of fields and tenements; and this system is being extended to the northern counties. These maps afford, it is said, the requisite materials to construct a public map as a basis of registration. The scale of the ordnance survey is for the entire country six inches to the mile, and the separate maps of towns are on a scale of sixty inches to the mile.

The existing (*b*) and long-established registry of deeds in Ireland appears to afford additional facilities for ascertaining satisfactorily the existing titles to and interests in land in that country. These facilities might, of course, be increased by the application for that purpose of the machinery of the Incumbered Estates Act.

Great as are the benefits, however, which the Incumbered Estates Court has conferred upon titles in Ireland, it is a remarkable circumstance that there is no provision for perpetuating and continuing, as to future transactions, the parliamentary title obtained upon a purchase from that court. The title is unimpeachable as to all transactions prior to the time of the purchase; but immediately after the purchase the transfer of the land becomes subject to the general law, and as to all transactions taking place after the purchase the title is liable to become again involved in complications and embarrassments similar to those from which it was relieved by the sale under the Incumbered Estates Act. Permanent simplification of title and simplicity of transfer are not attained by the Act, and retrospective investigation of the title becomes again necessary (though at present not to the same extent as formerly).

The system, therefore, which we have recommended, is required not less for Ireland than for this portion of the United Kingdom, while, at the same time, as we have already observed, the facilities for its introduction there are much greater than in this country.

93. *The remuneration of solicitors.*]—We take leave further to observe, that we think it will be very difficult to deal fully or satisfactorily with the subject of registration of title without making fresh regulations on the subject of the professional remuneration of solicitors. We observe that the Real Property Commissioners also found it necessary to direct their attention to this subject when making their report in favour of the registration of assurances.

In England a solicitor is allowed to receive such fees only as the judges of the Court assign him, and these fees are so devised as to attach to certain portions only of his work, leaving the rest to be done without fee. In matters of conveyancing, the whole trouble of the transaction is principally compensated by fees assigned according to the length of the various documents. Theoretically, in England, a solicitor is entitled to the same fees for superintending transactions relating to the smallest properties as to the largest. In Scotland, and many foreign countries, the work is principally compensated by a brokerage or commission; a form of remuneration almost universally adopted by the usages of commerce for all other agencies.

The changes we propose for the transfer of land, without materially altering the nature or extent of the more important services rendered by the solicitor, or the professional superintendence and responsibility involved, will interfere with those particular processes to which the courts have thought fit almost entirely to attach the solicitor's right to remuneration.

If, therefore, it is considered desirable to continue to prescribe by law a scale of remuneration for conveyancing business, it would seem right that an opportunity should be given for reconsidering the whole subject of solicitors' fees with reference to conveyancing. The services of solicitors will be necessary in the conveyancing transactions contemplated by the measure we propose, and reliance must still be placed upon their honour and character in performing the important duties and incurring the responsibilities which will still attach to every transfer.

94. We are reluctant to conclude this report without expressing our regret that it has not received the concurrence of one of the commissioners who is known to have given much attention to the subject of registration, and whose opinion on any such subject we all feel to be of weight. While, however, we acknowledge that our report would have derived additional authority, had he felt himself at liberty to affix his name to it, we have the satisfaction, not only of knowing that we have not failed carefully to examine the proposals which he has laid before us, though unable in the result to adopt them, but also that we have had the aid of his deliberations and suggestions, in maturing our views and recommendations, even where they differ from his own.

All which we humbly submit to your Majesty's Royal consideration.

(*z*) Mr. Bellenden Ker's evidence.
(*a*) App. to 2 Re. Pr. Com. Rep., 133.
(*b*) See evidence of Mr. J. B. Murphy.

Correspondence.

DUBLIN.

(From our own Correspondent.)

The General Election.

The general election still continues to be the chief topic of conversation in legal as in all other circles. Most of the solicitors are hard at work in their respective localities as agents and sub-agents for candidates. A general election is a kind of harvest, the more to be prized as it comes but once in five years. It is stated that in the recent contested election for the county of Tipperary, no less than fifty-two solicitors were engaged on one side or the other. This is, however, a county of unusual extent, and can boast of more resident provincial attorneys than almost any other county. The lawyers, as a body, will be well represented in the new House of Commons, although they will not be more numerous than they were in the last. Among the unsuccessful attempts by members of the bar to win seats may be mentioned those of Messrs. Brady, Lawson, Q. C., Hemphill, M'Donough, Q. C., and V. Scully. The last-named gentleman is well known in London as an agitator for reform of the laws of real property, the introducer of a bill to establish a land tribunal, and, I believe, a member of the Real Property Commission, now concluding its labours. Mr. Cairns, Q. C., of the Chancery bar, has again been returned by the first mercantile constituency in Ireland, Belfast. Sergeant Shee will hardly be so fortunate in Kilkenny. It is confidently anticipated that a large number of election petitions will afford work for committees, and for parliamentary counsel and agents, for several months to come. The stringent, but somewhat obscure, clauses of the Act of 1854 have yet to be tested; and, no doubt, a cluster of points on almost every section will be anxiously debated and elaborately decided.

PARLIAMENTARY TITLE.

The first judgment of an appellate court has at length been obtained as to the validity of the title conferred on purchasers, under the Incumbered Estates Court. Several of the judges have had occasion, at different times, to express an opinion on the subject, but until yesterday the Court of Exchequer Chamber had never done so. In *Errington* v. *Rooke*, after a long delay, the judges have delivered their judgments, and, by a large majority, have upheld the title conferred by the Incumbered Estates Commissioners. This decision was confidently expected by the lawyers generally; and it is so fully in accordance with the letter and spirit of the Act, that a fuller notice would be superfluous.

APPOINTMENTS.

The chairmanship of the county of Dublin (an office nearly equivalent to an English County Court judgeship), vacant by the death of Mr. Kemmis, has been conferred on Thomas O'Hagan, Q. C., an able lawyer and successful advocate, and a Roman Catholic. This office differs from similar offices in England, inasmuch as it does not prevent its holder from practising at the bar.

The office of assistant barrister for Longford, vacant by the translation of Mr. O'Hagan to the more valuable chairmanship of Dublin, has been conferred on Mr. Robert Johnston, of the North West Circuit.

Court Papers.

Queen's Bench.

CROWN PAPER—EASTER TERM, 1857.

Wednesday, April 22.

Oxfordshire.....The Queen on the prosecution of the Guardians of the Poor of Oxford *v.* The Vice-Chancellor of the University of Oxford.
Birmingham .....The Queen on the prosecution of the Guardians of the Poor, Respondents, *v.* John Smith, Appellant.
Glamorgan. .....The Queen on the prosecution of the Cardiff Board of Health, Respondents, *v.* The Taff Vale Railway Company, Appellants.
Brighton .....The Queen *v.* Thomas Beadle.
Northamptonsh....The Queen *v.* Joseph Higham.
W. R., Yorkshire...The Queen *v.* The Inhabitants of the township of Leeds.
Middlesex.....The Queen on the prosecution of the Poor Law Board *v.* The vestrymen of the Vestry of St. Pancras.
Carnarvonshire ...The Queen *v.* The Inhabitants of the Parish of Llanrwst, in Denbighshire.
Hull .....The Queen on the prosecution of the Local Board of Health, Respondents, *v.* John B. Barkworth and Another, Appellants.
Lancashire .....The Queen on the prosecution of Robert T. Parker & Others, Justices, Respondents, *v.* John Gerrard, Appellant.

Wednesday, April 29.

Essex .....The Queen *v.* The Rev. Charles Eyre, Clerk.

Common Pleas.

DEMURRER PAPER.—EASTER TERM, 1857.

Wednesday, 15th April .....
Thursday, 16th " ..... } Motions in arrest of
Friday, 17th " ..... } judgment.
Saturday, 18th " .....

SPECIAL ARGUMENTS.

Monday, April 20.

Dem. Tobias *v.* Jarchow—to stand over till Exposit *v.* Bowden in Exchequer Chamber is disposed of.
Co. Ct. Ap. London and North-Western Railway Company, Appellants, *v.* Grace, Respondent—case to be amended.
Dem. Goodman *v.* Spencer.
" Florence *v.* Jenings.
" Jenings *v.* Florence.
Spl. Case. Gilkison & Another *v.* Middleton & Others.
Spl. Ver. Sheetry *v.* Professional Life Assurance Company.

Thursday, April 23.

Dem. Tindall *v.* Hibberd.
" Bloomer *v.* Darke.
" Phillips & Another *v.* Clark.

Monday, 27th April..... } Special arguments.
Thursday, 30th " ..... }

REMANET PAPER.—ENLARGED RULES.

TO THE FIRST DAY OF TERM.

In the matter of Peter Healey, Gent., one, &c.
" " Messrs. Corner, Gent., two, &c.
Hodges & Another *v.* Callaghan.
In the matter of James Duncombe, Gent., one, &c.
Walter & Ux. *v.* Whitaker stands over until proceedings in Chancery are determined.
Dawson *v.* Williams, Clerk, stands over until Spl. Case in Queen's Bench is disposed of.

NEW TRIALS.

Michaelmas Term, 1856.

London. Tetley *v.* Easton & Another.
" Campbell *v.* Corley.
" Taylor & Another *v.* Stray.
" Cockerell *v.* Aucompte.

Hilary Term, 1857.

Middlesex. The Great Northern Railway Company *v.* Wyles & Another.
London. Hodgkinson, Knt., *v.* Fernie & Another.
" Simond, survivor, &c., *v.* Braddon.
" French *v.* Styring.
" Muskett & Others, assignees, *v.* Bird.
" Gorrissen & Others *v.* Perrin & Others.
" Wickens *v.* Steel & Another.
Middlesex. Giles *v.* Spencer.
London. Michael *v.* Gillespy.
Middlesex. Patten *v.* Rea.
" Pound *v.* Dawson & Another.
" Roberts *v.* Eberhardt.

STANDING FOR JUDGMENT.

Fraser *v.* Hatton & Another.
Loder *v.* Kekule.

Births, Marriages, and Deaths.

BIRTHS.

BRAITHWAITE—On April 4, at 65 Mornington-road., Regent's-park, the wife of J. B. Braithwaite, of Lincoln's-inn, barrister-at-law, of a daughter.
KEANE—On April 8, at Euston-square, the wife of David Keane, Esq., barrister-at-law, of a daughter.
SWABEY—On April 5, the wife of M. C. Merttins Swabey, D.C.L., of Doctors-commons, of a daughter.

MARRIAGES.

BRODRICK—HAVISIDE—On April 2, at the parish church, Walthamstow, Essex, by the Rev. Robert Barry, M.A., Rector of North Tuddenham, Norfolk, Thomas Brodrick, Esq., of Lamb-building, Middle Temple, London, to Mary Snaith, only daughter of Captain Haviside, of the Rectory Manor-house, Walthamstow.
GRANT—TODD—On April 8, at Colinsburgh, Fife, N.B., by the Rev. William Milligan, M.A., James Grant, of Symond's-inn, London, solicitor, to Mary Anne, second daughter of John Todd, of Colinsburgh, Esq., surgeon.

DEATHS.

ALLNUTT—On Mar. 31, at 15 Ladbroke-villas, Notting-hill, in his 9th year, George Henry, the only child of George S. Allnutt, Esq., barrister-at-law.
BEECHAM—On Mar. 31, Beecham Helen, youngest child of Mr. Beecham, solicitor, Hawkhurst, in her 20th year.
HASTIE—On Mar. 30, in the 10th year of her age, Mary Edith, youngest daughter of Mr. James Hastie, of Gray's-inn-square, and of Camberwell-grove, solicitor.
HODGSON—On April 2, Robert Hodgson, of 32 Broad-street-buildings, London, solicitor, in the 60th year of his age, universally lamented.
MACAULAY—On April 3, at Brighton, James Macaulay, Esq., of Chancery-lane, London, barrister-at-law.
SIDEBOTTOM—On April 8, at Bury St. Edmunds, Edward Venner Sidebottom, Esq., of the Middle Temple, barrister-at-law, in his 74th year.
SIMPSON—On April 6, at Mary-cottage, Trinity, Mrs. Matilda Gertrude Simpson, relict of the late Charles Simpson, Esq., of Sunderland, barrister-at-law.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BRUCE, HENRY, of Mincing-la., merchant, £50 Consols.—Claimed by HENRY BRUCE.
COULSTOCK, SUSANNAH, Merstham, Surrey, widow, £51 : 15 : 6 Consols.—Claimed by SUSANNAH COULSTOCK.
DE ROS, Hon. WILLIAM LENNOX LASCELLES FITZGERALD, Thames Ditton, Surrey, £111 : 2 : 3 Consols.—Claimed by Right Hon. Lord DE ROS.
DURBIN, DANIEL, Nailsea, Somerset, yeoman.—£52 : 10 New 3 per Cents. —Claimed by HANNAH ROWLES, widow, administratrix.
DYER, ELIZABETH, deceased, Northumberland-st., Marylebone, spinster, £117 : 13 : 10 New 3 per Cents., formerly New £3 10 per Cents.—Claimed by FREDERICK WILLIAM CALDWELL, executor of Rev. THOMAS DYER, who was surviving executor of Rev. WILLIAM CHARLES DYER, the surviving executor.
EVANS, WILLIAM, Holywell-st., Shoreditch, paperstainer, £2 : 7 : 11 Long Annuities.—Claimed by WILLIAM EVANS.
KITCHING, ANN, Borough-rd., Southwark, spinster, £3 : 19 : 6 Long Annuities.—Claimed by ANN KITCHING.
LINDLEY, CHARLES, Percy-st., Bedford-sq., Gent., £25 New 3 per Cents., formerly £3 : 5 per Cents.—Claimed by SAMPSON SANDYS, administrator.
LOWDER, CHARLES, & JOHNSON PHILLOTT, Bath, bankers, £200 Reduced. —Claimed by CHARLES LOWDER and JOHNSON PHILLOTT.
MAGENS, MAGENS DORRIEN, banker, GEORGE DORRIEN, merchant, & THOMAS DORRIEN, jun., banker, London, £230 Reduced.—Claimed by JOHN DORRIEN MAGENS, sole executor of MAGENS DORRIEN MAGENS, who was the survivor.
MYERS, JUDITH, Burton-st., Burton-crescent, spinster, £178 Reduced.—Claimed by JUDITH ELLIS, widow, formerly JUDITH MYERS, spinster.
PALMER, MARY, Lisson-grove, Marylebone, spinster, £120 New 3 per Cents.—Claimed by MARY PALMER.
PEARCE, JOHN, Beckenham, Kent, bricklayer. £25 Consols.—Claimed by JOHN PEARCE.
PORTER, GEORGE, Fort-pl., Bermondsey, architect, £900 New 3 per Cents. —Claimed by GEORGE MATHEWS, acting executor.
RUMENS, CHARLOTTE, Richmond, Surrey, spinster, now wife of GEORGE ROBERTSON, butcher, £7 : 5 per annum Long Annuities.—Claimed by CHARLOTTE ROBERTSON, formerly CHARLOTTE RUMENS, spinster.
SAMUEL, PHILIP, of the Stock Exchange, gent., & ADOLPHUS PHILLIPS, a minor, £354 : 9 Consols.—Claimed by PHILIP SAMUEL, the survivor.
THOMSON, WILLIAM GORDON, King's Arms-yd., Coleman-st., £43 : 18 : 6 New 3 per Cents., formerly £3 : 5 per Cents.—Claimed by WILLIAM GORDON THOMSON.
WILKINSON, JOHN, Lincoln's-inn, Esq., £72 : 9 : 9 New 3 per Cents.— Claimed by JOHN WILKINSON, his administrator.

Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

JACOBS, MARY (who died on Jan. 16, 1852), spinster, Great Bromley, Essex.—The children of John Death, the son of Thomas Death, the

half brother of the mother of Mary Jacobs, or their legal personal representatives, to come in and prove their respective claims, on or before July 1, 1857, at the Master of the Rolls' Chambers.

Montgomery, Howard Alexander, M.D.—His relatives to apply by letters only to B., care of — Manière, Esq., Solicitor, 31 Bedford-row.

Smyth, George Edward (a lunatic), now residing at Hampton, formerly of Brunswick-pl., City-rd..—Persons claiming to be heirs-at-law, or entitled under the statutes for the distribution of intestates' estates (in case he were now dead intestate), forthwith to come in and prove their heirship or kindred before the Masters in Lunacy, at 45 Lincoln's-inn-fields. G. E. Smyth is the only son of Edward Smyth, Holloway-ter., Holloway, by Ann, his wife, formerly Ann Wright, spinster.

Stoddart, Joseph (who died on Mar. 15, 1857, aged about 66 years), of Beverley, in the East Riding of the county of York (formerly bookbinder and printer), son of the late Joseph Stoddart, of York, excise-officer, and was put an apprentice to Thomas Appleby, of North Shields, in the county of Northumberland, bookbinder, in the year 1805.—Next of kin to apply to Mr. Thomas Forge, Beverley Bank, Beverley.

Taylor, Thomas (who died on June 12, 1823), Gent., of the Grove, Bath.—The children of his late brother James Taylor, his sister Hannah Hillier, and his late sister Anne Taylor, and the personal representatives or representative of any such children or child, or persons claiming under any settlement or other incumbrance made by any such children, to come in and prove their claims, on or before May 1, at V. C. Stuart's Chambers.

Thompson, Richard, who married Elizabeth, and had three children—Frederick, Edward, and Maria Thompson, living in Dover, 1825 to 1836.—Relatives to apply by letter only to B., care of — Manière, Esq., Solicitor, 31 Bedford-row.

Thornton, Simon (who died Mar. 25, 1854), Gent., of Totnes, Devonshire, deceased.—Eldest cousins of George Midwinter, Miller, of North Leach, Gloucestershire, on the side of the above-named Simon Thornton, to apply (proving their relationship) to Messrs. Presswell & Michelmore, Solicitors, Totnes, Devonshire.

Money Market.

CITY, Friday Evening.

This being Good Friday was observed as a holiday, and the Bank, Stock Exchange, and other places of public resort, were closed.

The depression of the English Funds which followed, in last week, the resolution of the Bank directors to advance the rate of discount and interest, was increased by the unfavourable Bank return. A further slight restriction of accomodation has followed during this week. Money has been in active demand. The decline of Consols during the week has amounted to 1 per Cent. Foreign Securities have also sustained material depression. The large payments which became due on the 4th of this month were well met, and the settling day on the Stock Exchange passed favourably.

The payment to the public of the April dividends at the Bank, and of the life annuities at the National Debt Office, commenced on Wednesday.

From the Bank of England return for the week ending the 4th of April, 1857, which we give below, it appears that the amount of notes in circulation is £19,537,705, being an increase of £480,835; and the stock of bullion in both departments is £9,343,720, showing a decrease of £643,839, when compared with the previous return.

The agents of Russia appear to be pressing forward in Paris the grand scheme of railways announced some time back. The chief contractor is Baron Stieglitz. In order to overcome some portion of his difficulties, he is supposed to have obtained a state guarantee of the shares to the extent of two-thirds of their value. This arrangement proves that the Russian Government is anxious to prevent failure, and will make the shares more acceptable on the exchanges of Europe. The prospectus published in Paris is for an issue in the present month of 600,000 shares of 500f., equal to £20 each. The deposit per share is to be equal to £6, and the total amount of the present intended issue of shares is equal to £12,000,000. Circumstances connected with England have been dwelt upon, in order to prove the improbability of such undertakings becoming profitable in Russia; but the circumstances of Russia are so different from ours, that no safe analogy can be maintained. It is much more reasonable to draw from the United States of America conclusions relating to the probable results of railway undertakings in Russia. In America, the country to be traversed by the rail is a wilderness without trade, without towns, without population. The rail is begun. People follow and buy the adjacent land, and form communities. In Russia as in America, vast tracts of unappropriated land remain at the disposal of the Government. The rail may be traced, as in the United States, through many miles of wilderness but it may have the advantage of terminating, not in the deep forest as is usual in America, but in the cultivated and well-peopled district of Warsaw or Odessa. In many parts of Russia production has no limit, except the difficulty of conveying its fruits to market, and this the railway will remove.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	218½ xd	—	218 16	217 16	
3 per Cent. Red. Ann.	...	92 x d	91⅝ ½ ¼	91¼ ⅜	91¼ ⅛ ⅜	
3 per Cent. Cons. Ann.	93⅛ ¼	93¼	92⅝ ⅜	92⅝ ⅜	92⅛ ⅜	
New 3 per Cent. Ann.	...	92½ ⅜ ⅛	91⅝ ½	91⅛ ⅜	91⅜ ⅜	
New 2½ per Cent. Ann.	...	...	76	...	...	
Long Ann. (exp. Jan. 5, 1860)	...	2⅜	...	2⅛	2⅜	
Do. 30 years (exp. Apr. 5, 1885)	...	18	...	...	17 15-16	
India Stock	222½	222½	...	223½	224½ 5	
India Bonds (£1,000)	...	1s. dis.	...	...	...	
Do. (under £1,000)	par	1s. dis.	5s. dis.	2s. dis.	par	
Exch. Bills (£1,000) Mar.	...	3s. pm.	3s. pm.	1s. pm.	2s. pm.	
——— June	2s. dis.	...	2s. dis.	6s. dis.	2s. dis.	
Exch. Bills (£500) Mar.	...	...	3s. pm.	...	...	
——— June	...	2s. dis.	2s. dis.	2s. dis.	2s. dis.	
Exch. Bills (Small) Mar.	4s. pm.	4s. pm.	...	...	...	
——— June	1s. dis.	...	...	6s. dis.	2s. dis.	
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	98½ ⅜	
Exch. Bonds, 1859, 3½ per Cent.	98⅞	...	98⅝	...	98½ ⅜	

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	...	91	...	...	91	
Caledonian	69¼ ⅜	69¼ ½	68⅝ 9¼	68⅝ ½	68⅝ ½	
Chester and Holyhead ...	...	...	...	35½ ⅔	35½ 6	
East Anglian	...	...	...	19⅛	...	
Eastern Union A stock .	...	...	...	...	...	
East Lancashire	...	100 x n	...	...	...	
Edinburgh and Glasgow	...	56¼ ⅜	...	...	56	
Edin., Perth. & Dundee.	...	35 4⅜	34⅜ x d	34 x d	34 x d	
Glasgow & South Western	...	...	...	...	...	
Great Northern	97⅜	97⅛	96½ 7	96⅛	96⅛	
Gt. South & West. (Ire.).	...	...	104	...	103⅜ 5	
Great Western	67½	67⅜ ½	66⅝ ½	67 6⅜	66⅛ ⅜	
Lancashire & Yorkshire .	101⅛ 2⅛	102⅛ ½	101½ ⅜	100⅝	101⅜	
Lon., Brighton, & S. Coast	108⅜	108	108½	108	108	
London & North Western	105⅜ 6	106⅛ 6	105½ ⅛	105 4½	104½ 5	
London and S. Western .	...	...	102	101⅜ ½	101½ 1	
Man., Shef., and Lincoln	...	39⅜ ½	38⅝ ½ ⅜	38½ ⅞	38½	
Midland	82½ 2	82½ 2	81½ ½	81⅜ 80⅝	81⅜	
Norfolk	...	58	58½	59	59	
North British	45	45	44⅜ 5	44½ ¼	43⅜ 44½	
North Eastern (Berwick)	87 6	86½	86½ 7½	86½ ⅜	86½	
North London	...	97	...	...	...	
Oxford, Worc. & Wolv. .	...	31 30½	30½ ⅜	...	29½ ⅞	
Scottish Central	...	...	...	...	...	
Scot. N.E. Aberdeen Stock	...	26	...	...	25½	
Shropshire Union	...	...	49½ 8	...	...	
South-Eastern	...	75½ ⅞	75½	74½ ½	73½	
South-Wales	88 7½	87½	...	...	...	

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 4TH DAY OF APRIL, 1857.

Issue Department.

	£		£
Notes issued . .	23,045,180	Government Debt .	11,015,100
		Other Securities .	3,459,900
		Gold Coin and Bullion .	8,570,180
		Silver Bullion .	...
	£23,045,180		£23,045,180

Banking Department.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) .	11,645,974
Rest	3,842,182	Other Securities . .	21,649,787
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	9,019,533	Notes	3,507,475
		Gold and Silver Coin .	773,540
Other Deposits . .	9,419,012		
Seven day & other Bills	743,049		
	£37,576,776		£37,576,776

Dated the 9th day of April, 1857. M. Marshall, Chief Cashier.

London Gazettes.

Tuesday, *April* 7, 1857.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

Winn, George, of Askrigg and Hawes, Yorkshire, Gent.—*Mar.* 31.

Bankrupts.

Tuesday, *April* 7, 1857.

BISHOP, Henry, Money Scrivener, Dursley, Gloucestershire. April 17 and May 11, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol. *Pet.* April 1.

BRADSHAW, JAMES, & AARON COLLINSON, Cotton Manufacturers, Burnley, Lancashire. April 23 and May 14, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Shaw, Sutcliffe, Tattersall, & Handsley, Burnley; or Sale, Worthington, & Shipman, Manchester. *Pet.* Mar. 26.

BULMER, WILLIAM, Grocer, Bedale, Yorkshire. April 17 and May 8, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Newton & Robinson, York; or Bond & Barwick, Leeds. *Pet.* Mar. 30.

COPLAND, CHARLES, & WILLIAM GEORGE BARNES (Copland, Barnes, & Co.), Provision Merchants, Botolph-la., and Oriental-pl., Southampton. April 24, at 1, and May 25, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Linklaters & Hackwood, 17 Sise-la. *Pet.* April 3.

DOWLAND, FREDERICK BLUCHER, Builder, 3 Dacre-pl., Church-la., Lee, Kent. April 17 and May 19, at 11.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Stopher, 52 Cheapside. *Pet.* April 6.

EASTON, JOHN, Builder, 20 Clapham-rd.-pl., Clapham-rd. April 17, at 12.30, and May 22, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Crouch, 8 Gray's-inn-sq. *Pet.* April 6.

GIBBON, WILLIAM, Grocer, Spenny Moor, Durham. April 20, at 11, and May 26, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Scaife, Royal-arcade, Newcastle-upon-Tyne; or Bolding & Simpson, 17 Gracechurch-st., London. *Pet.* Mar. 19.

HALL, CHRISTOPHER, (C. Hall & Co.), East India Merchant, 3 Sun-ct., Cornhill. April 23 and May 25, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Linklaters & Hackwood, 17 Sise-la. *Pet.* April 6.

LAWTON, ELIJAH, Cotton Waste Dealer, Manchester; in copartnership with John Demeza, as Cotton Waste Dealers, Manchester (J. Demeza & Co.). April 22 and May 18, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Boote & Jellicorse, Princess-st., Manchester *Pet.* April 1.

MOORE, EDWARD DUKE, Merchant, Broomfield-house, Southgate, Middlesex, and 114 Minories; in copartnership with Maurice Evans and William John Hoare (E. D. Moore & Co.). April 23, at 2.30, and May 19, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* April 6.

PYECROFT, THOMAS, Carrier, late of Caistor, Lincolnshire, now of Walton, Sandal Magna, Yorkshire. April 21 and May 25, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Plaskett, Gainsborough; or Bond & Barwick, Leeds. *Pet.* Mar. 24.

RICHARDS, SAMUEL, Apothecary, and Shareholder in Royal British Bank, 36 Bedford-sq. April 17, at 2, and May 19, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Lawrence, Plews, & Boyer, Old Jewry-chambers. *Pet.* Jan. 31.

ROBERTS, WILLIAM JOHN, Draper, Burry Port, Pembrey, Carmarthenshire. April 17 and May 11, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Prideaux, Bristol. *Pet.* Mar. 28.

WHISTON, FREDERICK WILLIAM, Druggist, Birmingham. April 22 and May 13, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Southall & Nelson, 3 Newhall-st., Birmingham; or Hodgson & Allen, Waterloo-st., Birmingham. *Pet.* April 6.

FRIDAY, *April* 10, 1857.

ALEXANDER, ROBERT, now of the County Prison, Horsemonger-la. (formerly of 15 Crawford-st., Camberwell, Broker and Furniture Dealer). April 21, at 2.30, and May 26, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Child & Son, 62 Cannon-st. *Pet.* April 7.

EMMERSON, JOHN, Licensed Victualler, East India Coffee-house, 225 High-st., Poplar, Middlesex, and the Green Gate, Plaistow, Essex. April 23, at 1, and May 22, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore, *Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* April 7.

GUY, PHILEMON, Builder, 23 St. James's-rd., Holloway, April 23, at 12, and May 25, at 11.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Paterson & Longman, 68 Old Broad-st. *Pet.* April 7.

LEWIS, THOMAS, Draper, Nantwich, Cheshire. April 24 and May 15, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Sale, Worthington, & Shipman, Manchester; or Evans & Son, Liverpool. *Pet.* Mar. 24.

MOSLIN, THOMAS, Carpenter, 8 Cobourg-pl., Old Kent-rd. April 16, at 11, and May 14, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Depree & Austen, 23 Lawrence-la., Cheapside. *Pet.* April 2.

PEPPER, THOMAS, Wheelwright, Mountfield, Sussex. April 23 and May 22, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* J. & S. Langham, 10 Bartlett's-bldgs., Holborn, and Hastings, Sussex. *Pet.* April 6.

ROWE, THOMAS, & JOHN WALTER TRENERY, Ironmongers, Lincoln. April 29 and May 27, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Reece, Birmingham; or Bond & Barwick, Leeds. *Pet.* Mar. 30.

SPLATT, SAGAR HOLDEN, Sailmaker, Ausdell-st., Liverpool. April 30 and May 21, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Cobb, Liverpool. *Pet.* April 8.

THRELFALL, WILLIAM, Iron Merchant, Preston, Lancashire. April 21 and May 12, at 12; Manchester. *Off. Ass.* Pott. *Sol.* Catterall, jun., Preston. *Pet.* Mar. 31.

WARD, BARTHOLOMEW, Stationer, 71 High-st., Southwark, and 37 St. James-pl., New-cross. April 24, at 11, and May 25, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Marsden, Sise-la., City. *Pet.* April 7.

WOOD, ALFRED CHARLES, Linendraper, Pershore, Worcestershire. April 24 and May 15, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Helme & Walcot, Worcester; or Finlay Knight, Birmingham. *Pet.* April 6.

MEETINGS.

TUESDAY, *April* 7, 1857.

BERRY, JOHN, RICHARD BERRY, & THOMAS BERRY, Machinists and Ironfounders, Rochdale, Lancashire. May 1, at 2; Manchester. *Com.* Skirrow. *Div.* sep. est. of J. Berry.

BUTTING, HORATIO, Seedsman, Colchester. April 17, at 1; Basinghall-st. *Com.* Fonblanque. *By adj.* from Mar. 11. *Last Ex.*

BUTCH, WILLIAM, Last and Boot Tree Maker, 2 & 3 Back-hill, Hatton-garden. April 28, at 11.30; Basinghall-st. *Com.* Fonblanque. *Div.*

CROFTS, WILLIAM, Hotel-keeper, George's Coffee-house, 213 Strand. April 28, at 12; Basinghall-st. *Com.* Evans. *Div.*

DEEKS, GEORGE, Auctioneer, 6 Pembridge-villas, Westbourne-grove, Bayswater. May 14, at 11; Basinghall-st. *Com.* Evans. *Div.*

DICKINSON, WILLIAM HENRY, Joiners' Tool and Table Knife Manufacturer, Sheffield. April 18, at 10; Sheffield. *Com.* West. *Choice of Ass.*

EDWARDS, THOMAS, China and Glass Dealer, 26 Eversholt-st., Oakley-sq., St. Pancras. April 21, at 1; Basinghall-st. *Com.* Fonblanque. *By adj.* from Mar. 18. *Last Ex.*

FELL, JAMES, Wholesale Teadealer, Liverpool. April 29, at 11; Liverpool. *Com.* Perry. *Dir.*

FUTVOYE, FREDERICK, Jeweller, 154 Regent-st. and Beak-st. April 28, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

GREEN, JAMES, Coal Merchant, Long Buckley, Northamptonshire. April 28, at 11.30; Basinghall-st. *Com.* Fonblanque. *Dir.*

GREEN, JOHN, Patent Rope Manufacturer, Sunderland. April 28, at 2; Basinghall-st. *Com.* Holroyd. *Dir.*

HARROLD, ALFRED HENRY, Chemist and Druggist, Frome Selwood, Somersetshire. May 28, at 11; Bristol. *Com.* Hill. *Dir.*

HARTZ, WILLIAM (Hartz & Co.), Merchant, Mark-la. and Fenchurch-st.; in partnership with Charles Crews and Henry Genge Gray (Crews & Co.). April 29, at 12; Basinghall-st. *Com.* Goulburn. *Dir.*

HASTINGS, SMITH, Wine Merchant, 46 Lime-st. April 28, at 1; Basinghall-st. *Com.* Fonblanque. *Dir.*

HILLS, ARTHUR, Oil and Vitriol Manufacturer, Woodside, Croydon, and Isle of Dogs, Poplar. April 28, at 1; Basinghall-st. *Com.* Fonblanque. *Dir.*

HUNTER, JOHN, Merchant, 12 Little Tower-st.-chambers, Eastcheap. April 28, at 2; Basinghall-st. *Com.* Holroyd. *Dir.*

LAWRENCE, THOMAS, Upholsterer, 93 Shoreditch. April 29, at 11.30; Basinghall-st. *Com.* Goulburn. *Dir.*

OLDFIELD, ALEXANDER, Bookbinder, 17 Devonshire-st., Queen-sq., Bloomsbury. April 17, at 1.30; Basinghall-st. *Com.* Fonblanque. *By adj.* from Mar. 17. *Last Ex.*

OLDFIELD, ALEXANDER, Bookbinder, 17 Devonshire-st., Queen-sq., Bloomsbury. April 28, at 1.30; Basinghall-st. *Com.* Fonblanque. *Div.*

PAUL, JOHN, Corn and Seed Merchant, Bedford, and 51 St. Mary-axe. April 29, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

PERRIN, FRANCOIS, Dealer in Foreign Woods, 9A Cleveland-st., Fitzroy-sq. April 29, at 12.30; Basinghall-st. *Com.* Goulburn. *Dir.*

PHILLIPS, WILLIAM, Currier, Norwich. April 28, at 2; Basinghall-st. *Com.* Holroyd. *Div.*

TRAVIS, JOHN, & THOMAS DURDEN KERSHAW, Cotton Spinners, Shaw, Prestwich-cum-Oldham, Lancashire. April 28, at 1; Manchester. *Com.* Jemmett. *Div.*

WELLS, THOMAS, 34 Dorset-pl., Clapham-rd. April 17, at 12; Basinghall-st. *Com.* Fonblanque. *By adj.* from Mar. 3. *Last Ex.*

WILLIAMS, HUGH, sen., HUGH WILLIAMS, jun., & JOHN WILLIAMS, Tailors, 54 West Smithfield. April 29, at 11; Basinghall-st. *Com.* Goulburn. *Div.* joint est.; *final div.* sep. est. of Hugh Williams, sen.; and *final div.* sep. est. of John Williams.

WILSON, BENJAMIN, Money Scrivener, 16 Gresham-st. April 28, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

FRIDAY, *April* 10, 1857.

BELL, RICHARD, Contractor and Architect, 17 Gracechurch-st.. May 4, at 1.30; Basinghall-st. *Com.* Goulburn. *Div.*

CLARKE, THOMAS TURTON, & JAMES WADE, Woollen Yarn Manufacturers, Huddersfield. May 1, at 11; Leeds. *Com.* West. *Div.*

DAY, EBENEZER, Builder, 29 Edgware-rd. May 4, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

JENKINSON, WILLIAM, Agent and Thread Manufacturer, Salford, Lancashire. May 1, at 12.30; Manchester *Com* Skirrow. *Div.*

JOHNSON, WALTER ROBERT, Merchant, in co-partnership with Edmund Gwyer, jun. (Johnson & Gwyer), Adelaide-chambers, Gracechurch-st. May 1, at 12; Basinghall-st. *Com.* Fane. *Div.* sep. est. of W. R. Johnson.

MILLIGAN, WALTER, WILLIAM GANDY, & GEORGE GANDY, Stuff Merchants, Bradford, Yorkshire. May 1, at 11; Leeds. *Com.* West. *Div.* sep. est. of W. Gandy.

POTTER, SAMUEL, Livery Stable-keeper, 65 High-st., Marylebone. May 1, at 11; Basinghall-st. *Com.* Fane. *Div.*

DIVIDENDS.

TUESDAY, *April* 7, 1857.

CLAUS, JOHN GEORGE, Merchant, Liverpool. Second, 6*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 & 2.

ECCLES, RICHARD, JOHN NUTTALL, & JAMES TAYLOR, Cotton Spinners, Tottington, Lancashire. First, 9½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

GREIG, JOHN PETER M'MORLAND, Cabinetmaker, 1 Bartlett's-bldgs., Holborn, and Wheatsheaf-yard, Farringdon-st. First, 5*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

JARDINE, THOMAS, Stone Mason, Liverpool. First, 3*s.* 0½*d.* *Bird*, 53 South Castle-st., Liverpool; any Monday, 11 & 2.

KINGSTON, WILLIAM, Linendraper, 21 Bridge-rd., Lambeth. First, 6*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

M'GREGOR, DONALD, Travelling Draper, Manchester. First, 6*s.* 3½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

MILLIGAN, JOHN, Draper, Manchester. First, 2*s.* 3½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

MURRAY, JOHN, Coal Merchant, Middle Wharf, Great Scotland-yard. First, 5*s.* 6*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

RIDGWAY, JOHN, Merchant, Liverpool. Second, 2½*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 & 2.

SAUL, ROBERT, & THOMAS KIRBY, Joiners, Preston. First, 2½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

TAGG, JOHN JAMES, Innkeeper, Bear Hotel, Reading. First, 7*s.* 6*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

WALKER, EMERY, Coach Builder, Charles-mews, Westbourne-ter. First, 5*s.* *Lee*, 20 Aldermanbury; Wednesday next, 11 & 2.

WEBB, ROBERT, Ironmonger, Newport, Monmouthshire. Div. 7*s.* 9*d.* on new proofs, and 1*s.* 9*d.* on old proofs. *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 1.

FRIDAY, *April* 10, 1857.

BICKERTON, JAMES, Hat Manufacturer, Castle-street, Southwark. Fourth 4½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

SCOTT, ABRAHAM, Ironmonger, Manchester. First, 4*s.* 7*d.* *Fraser*, 45 George-st., Manchester; any Tuesday, 11 & 1.

TIPPLE, JOHN HOWSE, Wholesale Shoe Manufacturer, Norwich. First, 5½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *April* 7, 1857.

BAKER, WILLIAM, Clockmaker, 38 & 39 Birchall-st., Birmingham. April 30, at 10.30; Birmingham.

Butt, Thomas, Ironmonger, Littlehampton, Sussex. April 28, at 1; Basinghall-st.
Dangerfield, John, sen., Builder, Kirtley, Suffolk. April 30, at 12; Basinghall-st.
Davis, Charles Henry, Builder, New Cross-rd., Deptford. April 29, at 12; Basinghall-st.
Etherington, Edwin, Grocer, Godalming and Aldershott, Surrey. April 29, at 12.30; Basinghall-st.
Foscolo, Peter George, Corn Merchant, 3 Dunster-ct., Mincing-la. April 28, at 11; Basinghall-st.
Garnett, Henry, Stationer, 34 & 35 Strond-st., Dover. April 30, at 1; Basinghall-st.
Hawkey, William Edward, Tailor, 4 Sykes-ter., Mile-end-rd. April 30, at 1; Basinghall-st.
Henderson, George, Apothecary, 7 Stanhope-ter., Regent's-pk. April 30, at 11; Basinghall-st.
King, Thomas, Licensed Victualler, Spalding, Lincolnshire. May 5, at 10.30; Nottingham.
Lane, Thomas, Japanner, Birmingham. April 30, at 10.30; Birmingham.
Lee, Robert, Currier, Cromford, Derbyshire. May 5, at 10.30; Nottingham.
Mascall, Joseph, Grocer, Wolverhampton. April 30, at 10; Birmingham.
Potter, Samuel, Livery-stable-keeper, 55 High-st., Marylebone. April 28, at 1.30; Basinghall-st.
Sankey, Joseph, Wheelwright, Salford, Lancashire. April 29, at 12; Manchester.
Smith, William, Licensed Victualler and Confectioner, Mansfield, Nottingham. May 5, at 10.30; Nottingham.
Truscott, James, Commission Agent, 10 Austin-friars. April 29, at 1.30; Basinghall-st.
Tyler, William, Miller, King's Bromley, Staffordshire. April 30, at 10.30; Birmingham.
Walkinshaw, James, Iron Manufacturer, Monkwearmouth Iron Works, Sunderland. April 30, at 11.30; Newcastle-upon-Tyne.
White, William, Miller, New Crane Mill, Shadwell. May 5, at 12; Basinghall-st.

Friday, *April* 10, 1857.

Baker, William, Licensed Victualler, 5 Tichborne-st., Haymarket. May 5, at 1; Basinghall-st.
Barker, Isaac, Draper, Scarborough. May 4, at 11.30; Leeds.
Collison, Henry William, jun., Provision Merchant, Bath. May 11, at 11; Bristol.
Cornell, Thomas, Carver and Gilder, 63 King-st., Regent-st.; and of Roydon, Essex, Farmer. May 1, at 1; Basinghall-st.
Dearlove, Henry George, Timber Merchant, Palace-row, New-rd. May 4, at 11; Basinghall-st.
Griffiths, James, Builder, Bristol, and Cardiff. May 12, at 11; Bristol.
Horsman, Simon, Teadealer, Westgate, Bradford, Yorkshire. May 4, at 11; Leeds.
Insergent, George, Licensed Victualler, Mall-tavern, Mall, Notting-hill. May 1, at 1.30; Basinghall-st.
Kindred, Frederick, Miller, Framlingham, Suffolk. May 5, at 2; Basinghall-st.
Manwaring, Henry Martin, Grocer, Mill-st., Toxteth-pk., Liverpool. May 1, at 11; Liverpool.
Rees, Ann, Grocer, Llanelly, Carmarthen. May 12, at 11; Bristol.
Selfe, Francis, Watchmaker, Sheerness. May 4, at 12; Basinghall-st.
Towan, Stephen, Currier, 13 Buckwell-st., Plymouth. May 4, at 1; Plymouth.
Walker, John, Commission Agent, Blackburn, Lancashire. May 7, at 1; Manchester.

To be delivered, *unless* Appeal *be duly entered.*

Tuesday, *April* 7, 1857.

Balshaw, William, Joiner, Liverpool. Mar. 30, 1st class.
Deeks, George, Auctioneer, 6 Pembridge-villas, Westbourne-grove, Bayswater. April 2, 1st class.
Kelly, Henry, Builder, 1 & 2 Arthur-st., and 59 Broad-st., Bloomsbury. Mar. 31, 2nd class, after a suspension of twelve months.
Von Dadelszen, Edward, Metal Broker, Liverpool. April 1, 2nd class.
Walker, James, Scrivener, Arundel, Sussex. April 2, 2nd class.
Winchcombe, Henry Phillimore, Shipbroker, Swansea, Glamorganshire. Mar. 10, 2nd class, after a suspension of six months.

Friday, *April* 10, 1857.

Banks, Thomas, Ironmonger, Chorley, Lancashire. April 2, 3rd class.
Beresford, George, Carver and Gilder, 4 Portsmouth-st., Lincoln's-inn-fields, and 19 Wych-st., Strand. April 1, 3rd class.
Buckland, William, Corn Merchant, Ealing. April 3, 2nd class.
Cantrill, Thomas, Railway Grease Manufacturer, 4 River's-ter., York-rd., King's-cross. April 3, 1st class.
Gladstone, John, Jun., Ironfounder, Liverpool. April 2, 1st class.
Harbut, Joseph, Licensed Victualler, Portswood, South Stoneham, Southampton. April 4, 1st class.
Hardacre, Thomas, Mercer and Draper, Settle, W. R. Yorkshire. April 3, 1st class.
Harrold, Alfred Henry, Chemist and Druggist, Frome Selwood, Somersetshire. April 6, 1st class.
Lawrence, Thomas Squire, Bone and Artificial Manure Merchant, 2 Ingram-ct., Fenchurch-st. April 3, 2nd class.
Murray, John, Coal Merchant, Middle-wharf, Great Scotland-yd. April 3, 3rd class; to be suspended for eight months from Nov. 22, 1856.
Reynolds, Joseph James, Mining and Share Broker, 21 Threadneedle-st. April 3, 3rd class.
Richards, Benjamin, Sailmaker, Newport, Monmouthshire. April 6, 3rd class.
Sowden, Samuel Brear, Sharebroker, Leeds. April 3, 2nd class.
Williford, William, Wine and Spirit Merchant, Scarborough, Yorkshire. April 3, 2nd class.
Wren, John, & Edmund Wren, Iron Bedstead and Bedding Manufacturers, 232 Tottenham-ct.-rd. April 4, 2nd class.

Professional Partnerships Dissolved.

Friday, *April* 10, 1857.

Fisher, Edward, & Edward Fisher, jun., Attorneys and Solicitors, Ashby-de-la-Zouch, Leicestershire. April 6; by mutual consent.

Assignments for Benefit of Creditors.

Tuesday, *April* 7, 1857.

Baker, Walter, Grocer, Little Hampton, Sussex. Mar. 10. *Trustees*, J. H. Candy, Surgeon, Little Hampton; J. Evershed, Tallow Chandler, Brighton; F. Bellinger, Grocers, Queen-st., London; H. Minchener, Warehouseman, Cannon-st., London. *Sols.* Davidson & Bradbury, 18 Basinghall-st.
Barradell, John Bennett, Chemist and Druggist, Leicester. Mar. 21. *Trustees*, W. N. Waldram, Wine Merchant, Leicester; T. Morgan, Victualler, Leicester. *Sol.* Weston, 33 Silver-st., Leicester.
Biggs, John, Boot and Shoe Maker, 40 St. Peters-st., Derby. Mar. 31. *Trustee*, W. Tipping, Currier, 10 St. James's-la., Derby. *Sols.* Briggs & Stone, 47 Full-st., Derby.
Bosbury, John, Corn Dealer, Stanford in the Vale, Berks. Mar. 21. *Trustees*, R. Charlwood, Corn Dealer, Faringdon, Berks; L. W. Surman, Corn Dealer, Wantage. *Sol.* Haines, Faringdon.
Gardner, William, Miller, Horley, Oxfordshire. Mar. 18. *Trustees*, R. Page, Farmer, Northnewington, Oxfordshire; W. Hall, Farmer, Horley. *Sol.* Aplin, Banbury.
Harper, Edward, Chemist and Druggist, Stretford, Lancashire. Mar. 18. *Trustee*, J. Halliday, Public Accountant, Manchester. *Sol.* Simpson, 33 South King-st., Manchester.
Keetley, Robert, Shipbuilder, Great Grimsby, Lincolnshire. Mar. 21. *Trustees*, J. A. Wade, Timber Merchant, Kingston-upon-Hull; T. Oates, Ship Chandler, Great Grimsby. *Sol.* Veal, Great Grimsby.
Nairn, Philip, Miller, Waren Mills, Belford, Northumberland. April 8. *Trustees*, T. Maddison, Farmer, Wandon, Northumberland; E. Henderson, Farmer, Lowick; B. Nicholson, Farmer, Hazlerigg. *Sol.* Woodman, Morpeth.
Pepper, Thomas, Wheelwright, Mountfield, Sussex. Mar. 28. *Trustees*, J. Pepper, Baker, Battel; A. Rolph, Grocer, Whatlington. *Sols.* Ellman & Whitmarsh, Battel.
Southwood, William, Parliament-st., Westminster. Mar. 14. *Trustees*, S. Morley, Wholesale Hosier, Wood-st.; E. Caldecott, Warehouseman, Cheapside. *Sols.* Davidson & Bradbury, 18 Basinghall-st.

Friday, *April* 10, 1857.

Cox, Elisha, Saddler and Harness Maker, Stockbridge, Hants. Mar. 24. *Trustees*, T. Webb Jones, Saddlers' Ironmonger, Colonial-bldgs., 3 & 4 Horse-fair, Birmingham; W. Harris, Maltster, Stockbridge. *Sol.* Burkitt, Curriers' Hall, London.
Ryder, William, Grocer, Sutton, Chester. Mar. 31. *Trustees*, I. Warburton, Grocer, Manchester; W. Carr, jun., Tallow Chandler, Macclesfield. *Sols.* Brocklehurst & Bagshaw, Macclesfield.
Tuxford, Joseph, Miller, Holbeach, Lincolnshire. Mar. 21. *Trustees*, J. Carter, Brewer, Holbeach; T. Bankes, Farmer, Holbeach House, Holbeach. *Sol.* Jones, Holbeach.
Whitehead, Joseph, Grocer, 65 Theobald's-rd., Middlesex. Mar. 13. *Trustee*, E. Skinner, Grocer, Greenwich. *Sols.* Ingle & Gooddy, Hibernia Chambers, London-bridge.

Creditors under Estates in Chancery.

Tuesday, *April* 7, 1857.

Chichester, William (who died in May, 1854), Upham-house, Dymock, Gloucestershire, Gent. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before May 4, at Master of the Rolls' Chambers.
Colquhoun, James (who died in July, 1855), 3 Stratford-pl., Oxford-st. Creditors and incumbrancers to come in and prove their debts or claims on or before May 22, at V. C. Stuart's Chambers.
Fry, George William (who died in Nov., 1856), Timber Merchant, Circus-rd., St. John's-wood, and Irongate Wharf, Paddington. Creditors to come in and prove their debts on or before May 4, at V. C. Kindersley's Chambers.
Imogene, The Ship (which foundered on Sept. 20, 1856). All persons claiming in respect of the loss of this ship to come in and prove their claims on or before May 1, at V. C. Wood's Chambers.
Jobson, Robert, & John Jobson (lately trading under style of Jobson & Co.), Litchurch, Derbyshire. Creditors interested under an indenture of Jan. 14, 1857, to come in and prove their debts or claims on or before April 28, at Master of the Rolls' Chambers.

Friday, *April* 10, 1857.

Jones, John (who died on Feb. 7, 1848), Forgeman, Aston, Birmingham. Creditors to come in and prove their debts on or before April 16, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

Tuesday, *April* 7, 1857.

Bastenne Asphalte or Bitumen Company, heretofore called the Bastenne and Gaujac Bitumen Company.—Master Humphry will, on April 21, at 1, at his Chambers, proceed with the further settlement of the list of contributories. *By adj.* from Mar. 31. And on April 21, at 11, to dispose of the claims of creditors, who are requested to place their claims on the file of proceedings, and to give notice to Mr. Goodchap, Walbrook-house, Walbrook, four days (at least) prior to the day of such meeting.
Bituminous Shale Company.—V. C. Stuart peremptorily orders a call of £5 per share on each contributory, and that he pay on April 21, at 12, the balance (if any), after crediting his account in the Company's books with all sums which may have been paid in excess of £55 per share, and after debiting such account with the said call, to Mr. H. Smith Styan, 4 Stone-bldgs., Lincoln's-inn.

Scotch Sequestrations.

Tuesday, *April* 7, 1857.

Ross, David, Merchant, Bridge-end, Alness. April 16, at 11, Commercial Hotel, Invergordon. *Seq.* April 4.

Friday, *April* 10, 1857.

Garvin, Robert, Merchant, Kinross. April 21, at 1, Kirkland's-inn, Kinross. *Seq.* April 7.
Hendrie, John, Horse Dealer, 23 Garscube-rd., Glasgow. April 15, at 12, Globe-hotel, George-sq., Glasgow. *Seq.* April 4.
Hislop, James, Baker, Hawick. Apr. 17, at 12, Tower-hotel. *Seq.* Apr. 4.
M'Bride, John, & William M'Bride (M'Bride & Co.), Power Loom Cloth Manufacturers, Albyn Works, Glasgow. April 16, at 1, Glasgow Stock Exchange. *Seq.* April 4.
Scott, Hannah (Widow of James Scott, Publican, Edinburgh), Prisoner in the Prison of Edinburgh. April 18, at 12, Dowell & Lyon's Rooms, 18 George-st., Edinburgh. *Seq.* April 8.

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THE SOLICITORS' JOURNAL.

LONDON, APRIL 18, 1857.

ASSIZE ARRANGEMENTS.

Before the commencement of the late assizes we called the attention of our readers to some of the anomalies connected with the existing distribution of the circuits, and to some of the suggestions which had been offered for removing them. We publish elsewhere a report of a meeting at Manchester, which illustrates in the strongest manner the justice of our remarks. We should not, we imagine, be very far wrong if we were to say that the towns of Liverpool and Manchester contain between them not much less than one million souls, and the amount of business transacted in them is probably greater than in any other district of equal population. London, using the word in a wide sense, may, perhaps, contain something more than two millions and a half. Let us compare the provision which our present arrangements make for transacting the legal business of South Lancashire, on the one hand, and that of London, on the other. Confining ourselves to the superior courts, we get the following results: In London, there are sittings in term and sittings after term in three courts four times a year, and on an average each session will last about five weeks. That is to say, each court sits about twenty weeks in the year; or, in other words, the quantity of work which the public get from the judges in return for their salaries, is considerably greater than if one court sat throughout the whole year without any intermission whatever. Besides this, the Central Criminal Court sits for about twelve weeks in the year, and has always two, and generally as many as three, judges sitting at once. South Lancashire, on the other hand—the population of which is hardly, if at all, inferior to that of the metropolitan district—enjoys the advantage of one assize in March, another in August, and a gaol delivery at the end of the year. If we take a very high average, and suppose that each assize lasts three weeks, we shall have just six weeks' sittings for Lancashire against sixty for London; and if we suppose the criminal business of the circuit to be over, on an average, in ten days, we shall have one month's sittings of one court in Lancashire against three months' sittings of two or sometimes three courts in London.

This result is surprising enough, but it by no means exhausts the strange contrivances for producing inconvenience, which, in this case, as in some others, seem to have a positive fascination for English people. As we have already observed, a very large proportion of the population of South Lancashire is comprised in two enormous towns — Liverpool and Manchester—which, as we all know, are divided from each other by thirty or forty miles of railroad. This, perhaps, explains the fact that for many years there were no assizes at either, Lancaster being preferred to both on account of its insignificance and inaccessibility. By a great effort of self-denial this plan was so far modified, that Liverpool was associated with Lancaster in the honour of being an assize town, but the general principle was still maintained by leaving Manchester out of the list. We may form some kind of notion of the inconvenience which this must cause to the Manchester people, by thinking how we should like to be obliged to try all London causes at Brighton or Windsor.

But if the proceeding itself is characteristic, the arguments by which its propriety is supported are much more so. Mr. Justice CRESSWELL suggested "that the establishment of assizes at Manchester might cause additional witnesses to be called." "That," opines Mr. JAMES CROSSLEY, "must have been a pleasantry." It may have been a very good joke for the judge, but we should think it rather a poor one for the suitors. As Mr. CROSSLEY very judiciously remarked, it would legitimately prove that Manchester cases ought to be tried at Exeter; or we might even propose that the judge should be empowered to toss up for the verdict, which would supersede the necessity of witnesses altogether. The SOLICITOR-GENERAL observed "that there could not be more than two assize towns in one county." There is a sublime audacity in such an argument, which makes it difficult at first sight to take in its extreme absurdity. What does the SOLICITOR-GENERAL say to Croydon, Kingston, and Guildford; or to Wells, Taunton, and Bridgewater? If there is anything sacred and mysterious about the number two, is it an absolutely unalterable law of nature that there should be assizes at Lancaster? If Queen, Lords, and Commons are unequal to the effort of producing a third assize town without destroying the fabric of the British Constitution, they might, if they strenuously gave their minds to the task, succeed in transferring the honours of Lancaster to Manchester. A few years ago, they wiped Coventry from the list of assize towns; yet neither Great Britain in general, nor Warwickshire in particular, is much the worse for the change. We do not know, however, whether Lord WENSLEYDALE's argument upon the point is not the most remarkable of all. That learned Peer "seemed to think that we were precluded from making this application by the arrangement under which the Salford hundred list had the precedence at the assizes: that the arrangement was accepted in full of all demands." Many of our readers must have seen an ingenious squib called the "Crogate case," in which Lord WENSLEYDALE is represented as demanding admission after death to the Elysian Fields, and mourning over his exclusion, not so much on account of the personal consequences to himself, as because it showed that Rhadamanthus had loose views about special pleading. There is something eminently characteristic of this turn of mind in his answer to the Manchester memorialists. His lordship seems quite unable to look upon any question in any other light than in that of an action. The application immediately took the shape of a case of *Government ats Manchester*, and he no sooner heard of it, than he began to consider whether he could not plead accord and satisfaction. It never seems to have crossed his mind that the question was, not whether something might not be said on both sides of the case, but whether, on the whole, the proposed arrangement was not one by which the public convenience would be promoted. But it appears that, however good the plea may be, the verdict must be against his lordship, for the arrangement about the Salford list was accepted expressly without prejudice to the question as to the assizes.

To any simple-minded person it would seem almost superfluous to prove that it is a very inconvenient thing to try a cause at a place forty miles off, instead of trying

it in the town where the parties and witnesses all live; but even upon this point there is abundant evidence. "In twenty-five civil causes tried at Liverpool the amount actually paid to witnesses taken down was £1,606 3*s.* 9*d.*, or an average of £64 4*s.* 10*d.*; but making the fullest possible allowance, the amount that would have been paid if those causes had been tried at Manchester would have been £734 15s. 8d., or an average of £21 7*s.* 9*d.*" Independently, however, of questions of expense, there is a most serious inconvenience in concentrating too much business in one town. A judge must be more than human if he does not occasionally give way, under such circumstances, to the temptation of using the power which he practically always possesses of compelling references and forcing verdicts. Even if substantial justice is sometimes done in this way, it is a mode of proceeding most unsatisfactory to the parties, who are thereby deprived of the right, which they undoubtedly possess, of having their causes fully heard and solemnly determined.

TO CANDIDATES FOR EXAMINATION.

On Tuesday week the examination will be held of candidates for admission on the Roll of Solicitors in the present Term. It is most important that the time still left for preparation should be turned to the best account, and we venture to hope that the advice we are about to offer may be found useful by some among the intended candidates.

In the great majority of cases the examination of Tuesday week will be the first important trial of the kind that has ever been undergone by the anxious student. This is an evil which would, to a great extent, be remedied by the institution of an examination previous to entering into articles, and of one or more examinations in certain essential branches of legal and general education during the period of clerkship—a measure which has been advocated by some solicitors who are very desirous to improve the character and social position of their order. To the candidate who received his general education at a public school and college or university, familiarity with examinations has taken away the fear with which they are regarded by some unpractised minds. Perhaps the experience thus acquired can be gained in no other way, but we shall endeavour to lay down for the use of the uninitiated a few plain rules which may possibly prevent some mistakes.

The young student is often unnecessarily anxious about his choice of books. He will buy whatever is specially recommended by any one who either speaks or pretends to speak upon authority. In default of any such adviser, he usually provides himself with the largest and the newest works upon every branch of the expected examination. For legal study it is no doubt necessary to use the most recent editions, but in law, as in other sciences, a little book is often more serviceable than a large one. Questions put in former examinations, and the answers to them, are bought with peculiar avidity, and are studied with a diligence which may or may not conduce to passing the examination, but which certainly will never be of the smallest earthly use afterwards. The publication of examination questions is useful, and perhaps necessary, to show what the required standard is, and to preserve a tolerable uniformity from year to year; but as encouraging discursive reading and affording facilities for mere cramming, it is most undoubtedly pernicious. It is far too late to offer to the candidates of Tuesday week any advice as to the books they should select for study, and we should probably be unwilling to undertake such an office at any time, however much solicited by students to do them what they fancy would be the greatest service. Generally speaking, there will be, in any branch of learning, several roads to proficiency almost equally convenient. If a paper be fairly set, the reader of one book of reputation will have no advantage over the reader of another. This observation will hold good, as it ought to do, of the examination papers of last term. As regards each of the five heads, it would be easy to name several books, any one of which, if thoroughly well mastered, would have enabled a candidate to pass most creditably. In cautioning students against too many large books, we must not, however, be understood to say that one small book is enough, as some would readily believe, for every purpose. The proper use of a compendium is not as the subject of exclusive study, but to render distinct and readily producible ideas which have been acquired from treatises of fuller detail. The week immediately before an examination should be employed in conning short manuals, if any such exist, of the subjects previously studied, and also the student's own notes of his former reading. If these have been carefully made, they will be more profitable than any manual. Of course, a man who knows nothing whatever now of a subject in which he is to be examined ten days hence will, if he possesses unusual quickness, stand some small chance of cramming in the meantime just enough to pass. His prospect, at any rate, cannot become worse than it now is, and possibly it may be improved a little. But in the great majority of cases mischief will be done by any attempt to enter upon fresh subjects of study now. In general it will be found that the men who do best in examinations are not those who have traversed the greatest quantity of print. To read not many things but much is as sound a rule as can be laid down. If one subject be thoroughly understood and fixed in the memory, this is an undoubted and enduring gain. Such knowledge will not only supply correct answers to a certain number of questions, but it will induce any examiner who understands his business, to look with favour upon the candidate's whole performance. Many a student, wanting neither industry nor ability, disappoints himself and his friends by entering on too wide a field. Instead of making sure of one acquirement, he is for ever dropping a subject which he has only half mastered, in order to grasp at another of which he deems it essential to know something, and this again is too soon abandoned in eager chase after a third. In this way not much can be learned that will be useful at examinations, and certainly nothing that will be useful afterwards.

It will be found that a little common sense is the best possession in an examination-room, as everywhere else in life. This quality, indeed, will go far to compensate for the want of learning, and without it an enormous amount of patient poring over books may be utterly thrown away. Coolness and carefulness in those who are examined for the first time in their lives it is not always easy to secure. It may be observed, however, that any natural tendency to nervousness and confusion, is certain to be aggravated by a hurried, scrambling career through the contents of many volumes, in the week that is just commencing. It is vain to attempt to do now all that might have been done in weeks and months gone by. The best course is to take matters as coolly as one can. After all, the hazard may not be as great as it appears; but if it be, there is really no use in thinking of it. Do not attempt to do too much. Do whatever you do as perfectly as you can. It is better now to strengthen yourself where you are already strong, and to trust that the fulness and sufficiency of some answers will go far to compensate for silence on other points. Probably, the very best men that offer themselves in any examination are oppressed with a sense of their own ignorance on many points that may possibly be raised. But, either from previous experience, or from knowledge of their general strength, or from native coolness and self-reliance, they do not allow themselves to be disturbed by this conviction, nor does it prevent them from turning to the best account every scrap of know-

ledge that their minds contain. The first sight of an examination-paper will often alarm a man who ought not to have any particular reason for his fears. It will very likely seem to him that the little knowledge he once possessed has altogether vanished from his mind just when he had most occasion for it. But a few minutes' quiet thought will recover some ideas, and those will awaken others; and, presently, the candidate perhaps finds himself making very fair way with a paper in which, at first, he did not expect to answer a single question. It is above all desirable to do everything carefully and deliberately and with all the caution and exactitude that a solicitor would display in important business. A candidate who does not possess these qualities is certainly unfit to be admitted upon the roll of practitioners, and his want of them will probably be disclosed in a well-managed examination, and will be fatal, as it ought to be, to his success. In general, the men who fail in these trials would, until they have received some better mental training, be equally sure to fail in any other important crisis which can occur in life. A man is not usually rejected because he has read Mr. A.'s treatise on conveyancing instead of Mr. B.'s, or because an eccentric examiner chooses to grope into all the holes and corners of his subject; but because he wants industry, method, attention, and such a share of sound common sense as is absolutely necessary to the conduct of his own affairs, and without which he would bring inevitable ruin upon any client who should unhappily be beguiled into employing him.

In conclusion, we would say one word to the overworked and unduly anxious candidate, who, unless he will take our advice, will probably damage, instead of improving, his chance by the well-meant but mistaken industry of the coming week. A student who is robust in health, calm in temper, and already well supplied with knowledge, may read, if he pleases, up to the moment before entering the examination-hall. He will not, in this way, do himself any harm, and it is equally unlikely that he will improve his chance by such excessive application. But a candidate whose health is unsound and nerves weak, ought, whatever be the extent of his knowledge on the evening of this day week, to put aside his books then, and for the next two days seek rest and amusement only. He may fear that in this interval he will forget all that he has learned; but that is a delusion of the inexperienced. The more clear he can keep his head of law immediately before the examination, the fuller will it prove to be when the time of trial comes. But, above all things, let him determine, having done his best, to take his chance boldly, and not torment himself with anxieties, and waste his strength in efforts, which can now do no good whatever. There is a fit time for all things. At the end of this week the time for reading will have passed, and it will only remain to seek firm nerves and a composed mind to make the most of what has been acquired.

Legal News.

STATUTE LAW COMMISSION—REPORT OF SELECT COMMITTEE.

(From the *Daily News*.)

Among the more important inquiries interrupted by the dissolution was that of the committee appointed to consider the best means of "Improving the Manner and Language of Current Legislation." This committee, which will probably be re-appointed in the new Parliament, has reported the evidence taken before it, but, considering the inquiry incomplete, abstains from expressing any opinion upon the subject matter of investigation. The committee examined five witnesses, four of whom were official and one non-official. The official witnesses were Mr. Coulson, the Government draftsman; Mr. Bellenden Ker, the paid member of the present and all preceding Statute Law Commissions; Mr. Rickards, the counsel to the Speaker; and Mr. Erskine May, the clerk-assistant of the House of Commons. The non-official witness was Mr. George Coode, long and favourably known to English jurists as the author of an able work on "Legislative Expression," one of the most zealous of those four gentlemen who, in 1853, were appointed as sub-codifiers under Mr. Bellenden Ker, and, by their rapid energy, caused considerable alarm and discomfort to that model commissioner. The evidence of these five gentlemen, widely discordant on many points, is substantially identical on one; they all concur in thinking that the task of revising the current legislation of the Session ought to be intrusted to one responsible officer, aided by a more or less numerous staff of assistants. It seems also to be admitted by all the five witnesses that the duties of this functionary should consist not in drawing bills, but in revising them, and pointing out their legal effect, particularly as bearing on the existing mass of statute and common law. It also seems agreed that it should be a portion of his functions to group and classify, under appropriate heads, the new acts which each session adds to the present bulk of the statutes. Whether the officer thus appointed is to form a portion of a new Department of Public Justice—whether he is to communicate immediately with the House, or only mediately through a committee, are points on which the evidence hitherto taken throws no great light. Incidentally, these minutes of evidence are, in many respects, interesting not to lawyers only, but to the public at large. Most of us, for instance, may feel obliged to Mr. Erskine May for the accurate information he has supplied on the statistics of the great law-making machine at Westminster for the years 1854, '55, and '56. In the session of 1854, the total number of bills brought into the House was 177. Of these, 67, or rather more than one-third, were introduced by private members. The total number of bills that failed in passing was 65. Of these failures, no less than 48 were among the bills introduced by private members. In 1855, the total number of bills brought in was 197; of bills not passed, 85. Here, again, the proportion of failures among bills introduced by private members was very considerable — 53 out of 75. In 1856, out of 177 bills introduced, 77 did not pass. Out of this number, the bills introduced by private members were 64, of which 46 dropped, or were rejected. Such is the rate at which law-making progresses. It is indeed, somewhat consolatory to learn that the addition to the *general public law of the United Kingdom* is by no means what these numbers would indicate. Thus, taking the legislation of 1855, we find that out of 184 Acts of Parliament, occupying 1,005 folio pages, only fifty-eight acts, occupying 226 pages, really constituted public general laws such as it would be necessary to print for any purposes of general reference and use. Carrying the analysis still further, we find that of these 226 pages, ninety-three would contain the statutes of the year relating to the whole United Kingdom ten those relating to Great Britain, twenty those relating to England and Ireland, and 103 those relating to England only.—Even with this abatement, the annual increment in the Statute Book is a very serious evil, and seems to indicate that without some radical change in the science of legislative expression as hitherto practised in this country, the hope of bringing our Statute Law into reasonable compass must ever be to a great extent chimerical. We have on previous occasions indicated our opinion of the nature of the change required. We must no longer attempt to frame laws to provide beforehand for every possible case that may arise for their application. We must not attempt to frame laws that shall be proof against every possibility of legal quibbling and perverted ingenuity. Both attempts are almost equally absurd. The one, indeed, is utterly hopeless: the other involves a painful effort after scrupulous accuracy which is in itself often the cause of obscurity and always prolixity. Wherever codes exist, wherever laws are methodised, classified, and reduced into written systems, the sole object of the law writer is tersely and perspicuously to lay down the general rule, trusting to the law administrator that he will apply it not in the spirit of quibbling pedantry—not with the desire of showing that he, the judge, is acute enough to discover that the law does not necessarily and in terms extend to the case before him—but in a large and liberal spirit of enlightened interpretation, seeking to penetrate into the true intention of the legislator, and to vitalise, by an intelligent application, the dead letter of the general rule. It is the rules of judicial interpretation, not only the rules of legislative composition, which absolutely require reconsideration before our written law can ever aspire to a character of manageable conciseness and philosophical accuracy. So well was this understood by our cousins across the Atlantic,

that one of the preliminary rules in many of their codes is a rule of judicial interpretation—a direction to the judges so to expound the law as to give effect rather to its spirit than to its letter. That the fact is as we have stated it, is more than once explicitly admitted by the witnesses examined before the recent committee. "Nobody," says Mr. Bellenden Ker (Q. 343), "is more willing than I am to give great praise to the revisers of the code of New York; but our system of judicial interpretation is so different from the way in which the law is interpreted by the judges both in Boston and New York, that I am quite convinced that the code of New York or the code of Boston would not satisfy our courts here. *I think there is hardly a line of the code of New York that would not employ the Court of Queen's Bench or the Court of Common Pleas for weeks.*" Very likely; but where does the discredit rest? Surely not on the law-writers, who have returned to a method of legislative expression consecrated by the practice of the greatest jurists and the politest ages; but on the law administrators, who still cling to a mode of interpretation which sprung up in rude times, and was principally perpetuated in order to defeat by a laudable chicane the Draconic cruelty of a penal code which had become abhorrent to our manners, long before it was abolished from our Statute Book. Until this absurd, and now utterly unnecessary, strictness of judicial interpretation is exchanged for a mode of law-administration more rational and civilised, we confess we have no hope of seeing the language of our written law attain to anything like the scientific precision and the concise yet comprehensive accuracy of the great models of legislative expression. But, in the meanwhile, there is no question that, even upon the present system of providing beforehand against all the possible quibbles of judicial astuteness, the language of our Legislature is capable of considerable improvement. It may be rendered more precise, more uniform, and less tautologous; nor do we know of any better method of attaining these ends than the adoption of such principles of legislative composition as those which Mr. Coode has developed in the Minutes of Evidence just printed by this prematurely extinguished committee.

PROFESSIONAL REMUNERATION.

The first of Mr. Joshua Williams' "Letters to John Bull" is on this subject, and it contains a passage which well deserves extraction:—

"When a man and woman marry, they are not allowed to say anything in their marriage settlement about a separation. Any provision contemplating such an event is absolutely void. The law wisely considers that a union begun by distrust must end in misery; and so it is with other relations. If you begin by continually suspecting that a man is a rogue, you go a great way, so far as you can, to make him one. Now, how do you treat your lawyer? You look upon him as a man who would clutch, if he could, every six-and-eightpence that you are worth; and you provide, in his case, machinery which exists for no other profession, to prevent him from overcharging you. If you want a house built or repaired, you employ a builder, and make the best contract with him that you can. But with all your foresight, there are sure to be many little items left unprovided for, and these, as perhaps you know by experience, sometimes swell to a very considerable and unexpected sum. However, if you think you have been imposed upon, you can resist his demand, and the matter is settled by a jury. It seldom, however, comes to this, for, unless you have been very unfortunate in your choice, a little mutual explanation and concession satisfactorily end the matter. But with your lawyer it is otherwise; you trust him with your family secrets, with matters which, if divulged, might injure your reputation or ruin your credit; you expect him to stand by you, to think for you, to take that most disagreeable thing—trouble—off your hands, and you know by experience that rarely indeed is such a trust betrayed; and yet when you come to pay him for matters like these — matters which in their nature cannot be twisted on a reel or poured into a pint pot—the only question you ask him is, how many words he has written in your service? You set him to count thus:—This, 1; indenture, 2; made, 3; the, 4; first, 5; day, 6; of, 7; April, 8; in, 9; the, 10; year, 11; of, 12; our, 13; Lord, 14; one, 15; thousand, 16; eight, 17; hundred, 18; and, 19; fifty, 20; seven, 21; between, 22; John, 23; Bull, 24; and so on. When he has got up to 72, you give him a shilling, and tell him to begin again; and so he does: and by the time he has got to the end of your deed, he knows how much he has a right to receive, and you are bound to pay. Now this is not mere imagination; it is pure and simple truth. Try, if you can, to imagine anything more preposterous. You know enough of mankind to see that to pay by the length must of necessity breed prolixity. A long deed makes a long copy; a long copy makes a long abstract, a long abstract makes a long recital; a long recital makes another long deed. The habit of prolixity grows like all other habits, creeps into all legal affairs, till the sense is often smothered under a multitude of words. That is one evil. Another evil is, that you tempt your lawyer not only to make his deeds too long, but also to make unnecessary deeds, for the sake of being paid, or, in truth, sometimes for the sake of gaining that remuneration for his trouble, which he feels to be his due, and which he knows he cannot now legally demand in any other manner. Another evil is, as might be supposed, that skill on this system gets no better paid than unskilfulness. A blundering deed that requires another to set it right is more profitable than a clear, concise, well-drawn document, which does not run out to so great a length.

"All this, you reply, is very true; but if you abolish this taxation of lawyers' bills, what safeguard are we to possess against the rapacity of lawyers? In answer to this, I can only say, that, until you have the courage and good feeling to treat in all respects as an honourable man, a man to whose honour you confide all that is dear to you, you deserve to be fleeced; and fleeced you will assuredly be. Try and get rid of the foolish notion, that, when a man enters the profession of the law, he leaves honour and conscience outside. Treat him as you treat everybody else. He has no doubt great temptations—temptations under which some fall—but which many nobly resist. And you may depend upon it, that, if the law contains some of the worst characters, it contains also some of the best. I speak of both classes of the profession. It was formerly the custom to abuse the attorneys. But now the bar has its full share. To judge by the remarks to be found in some of our periodicals, one would suppose that a barrister usually ended his career with a ticket of leave, and that the judges whom everybody respects came from some other quarter. If, however, you still believe that the lawyers are a bad lot, this is the more reason why you should try to improve them. And, to do this, you must begin with a certain amount of confidence. Do not go to him and say, 'I know you will overcharge me if you can; I will therefore measure your words and pay you accordingly.' Trust him to send in a reasonable bill; and if he overcharges, let twelve honest men in a jury box, after having heard both sides, decide between you. Abolish altogether the taxation of costs, and you will have taken one great step towards strengthening the confidence which ought to exist between a man and his professional adviser; towards improving and elevating the profession of the law; and last, though not least, towards saving your own pocket."

THE RULES OF LAW-PAY THE FIRST OBSTACLE TO ALL LAW-REFORM.

The following letter, addressed to the Editor of the *Spectator*, appeared in that journal on Saturday last:—

"Sir,—In your article of to-day, intitled 'The Cry for Reform,' you say truly that 'law amendment, under one head, would do more for the welfare of every part of society than any other class of measures.' In your review of Williams' 'Letters to John Bull,' you speak of the proposal to abolish taxation of costs 'as abolishing the restraints of the law, and that *in favour* of lawyers alone.' And you speak as if such a change would only operate in shortening written instruments, and have no bearing on 'other modes in which clients can be fleeced.'

"Permit one who has subscribed to your paper since its birth, and has worked at law-reform during all that time, to express a regret he has felt during nearly the last thirty years, that the *Spectator*, always looking, he thinks, pretty much in the right way on these matters, has never addressed itself *radically* to this subject of imposed scales of prices for law work.

"The legal mischief under which the public suffers arises from defects in procedure immeasurably more than from defects of abstract law; and there is not a single defect of procedure which is not more or less sustained by the system on which the tariffs of legal wages are constructed. There is in England no one item of a solicitor's or a barrister's work, as to which the prescribed or allowed remuneration does not more or less militate against the client's interest to have the work done as simply and quickly as possible. If cabs were paid by time and allowed to go at their own pace, and pretty much their own route, and we were forced to ride in them instead of walking, we should have an exact parallel of the system forcibly imposed on every part of the law.

"The principle on which these tariffs are constructed has important bearings on the enforced division of the profession into two or rather half-a-dozen branches (doctor of civil law and barrister—silk gown and stuff—attorney, solicitor, proctor, and so on—divisions only good if they come of themselves), and on the maintenance of licensed legal ticket-porterism; and the required employment of two, three, or four men, to do work which one could often do better alone. In a word, this principle produces, at every point, a variance between the interests of the employer and the employed—pays the ignorant better than the skilful, makes all law work verbose and slow *ad libitum*, and doubles or trebles the natural number of workmen. It is opposed to the very basis of the rules of political economy. Its sinister influences affect the habits of all the courts and all the judicial offices, and operate on the frame, plans, and language of the laws themselves. Its cost and delay-mischiefs are as nothing to the unwholesomeness of the atmosphere it creates—surrounding the profession as it does with a perpetual devil and tempter to evil.

"The forthcoming report on the Registration of Titles (the greatest project of legal revolution seen in our days) points out that these enforced tariffs, based on words and steps, must be done away with, or that that great scheme cannot be tried. And a special committee of the Law Amendment Society appointed to consider this question, and composed in part of eminent commercial men, has unanimously resolved to the effect that the errors of these legal tariffs lie at the bottom of the evils of the law.

"If we had an efficient department of state addressed to the subject of justice, and bound to maintain the legal establishment in full working order, and to answer to Parliament for unredressed legal evils, the very first thing, if they knew their business, which its officials would apply themselves to, would be this subject of legal costs; not indeed to prohibit taxation of costs, as you say Mr. Williams proposes, but to allow on such taxation the principles on which nature regulates prices and rewards skill to operate as to this most important branch of labour.

"At least so thinks an old and not inactive law-reformer.

"Hampstead, 4th April 1857." "E. W. F.

ASSIZES IN MANCHESTER.

(From the *Manchester Guardian*.)

A numerous and very influential meeting of merchants, manufacturers, bankers, members of the legal profession, representatives of surrounding towns and public bodies, was held lately at the Town Hall, Manchester, "to decide upon what steps it is expedient to take with a view to secure the holding of assizes at or near Manchester for the dispatch of assize business arising within the hundred of Salford." Amongst the gentlemen present were James Watts, Esq., Mayor of Manchester; Stephen Heelis, Esq., Mayor of Salford; J. Knowles, Esq., Mayor of Bolton; Jacob Bright, Esq., Mayor of Rochdale; N. Buckley, Esq., Mayor of Ashton-under-Lyne; J. R. Culthart, Esq., Mayor of the manor of Ashton; Josiah Radcliffe, Esq., Mayor of Oldham; Messrs. Thomas Bazley, President of the Chamber of Commerce; Malcolm Ross, Vice-Chairman of the Commercial Association; James Crossley, President of the Manchester Law Association; Henry Bury, banker; Oliver Heywood, banker; Thomas Peet, Union Bank; Jos. Heron, town-clerk; R. S. Sowler, J. Saunders, J. Cottingham, barristers; J. Knowles, town-clerk, Bolton; James Platt, Alderman Redfern, and J. Summerscales, town-clerk, Oldham; H. Birch, and R. Gartside, commissioners of Stalybridge; — Crundy, one of the commissioners of Bury.

The MAYOR of MANCHESTER was called to the chair, and briefly stated the object of the meeting.—Mr. FRANCIS MARRIOTT, hon. sec. to the Law Association, stated that there were upon the table the following memorials, for presentation to the commissioners for inquiring into the expediency of altering the circuits of the judges:—From solicitors practising at Rochdale; at Ashton-under-Lyne, represented by the town-clerk; at Bury, signed by the majority of the profession; from the Rochdale Improvement Commissioners; the Mayor, Aldermen, &c. of Oldham, represented by the Mayor; the Mayor, &c. of Bolton, represented by the Mayor and town clerk; the Guardians of the Poor of Manchester, represented by Mr. T. D. Crewdson; from solicitors at Bolton, very numerously signed; from solicitors at Oldham; and from the Mayor, &c., of Rochdale. There was also a letter from the town clerk of Stockport.

Mr. T. BAZLEY moved the first resolution:—

"That this meeting is of opinion that the holding of the assizes for the hundred of Salford at Liverpool is the source of very great inconvenience, annoyance, and cost to the inhabitants of the hundred; that such inconvenience, annoyance, and cost may, and ought to be, remedied by assizes being held at Manchester for the transaction of the large criminal and civil business arising within the hundred of Salford; that the present arrangement operates in a great measure as a check upon the due administration of justice; and an alteration is imperatively required."

It was not necessary to occupy the time of such a meeting in arguing that great economy of money and time must result from having the administration of justice brought to their own doors in fact, as it at present was in theory. Now, merchants, manufacturers, tradesmen, workpeople, to the number of at least 2,000 in the course of a year, were taken from the southern division of Lancashire, and kept long at Liverpool, to the great delay of business in various ways; while the absence of the principal police-officers from Manchester, as was the case elsewhere, was detrimental to the proper protection of property.—STEPHEN HEELIS, Esq., Mayor of Salford, seconded the motion. He congratulated the meeting on the various important bodies and interests represented, and himself, upon being able for the first time to address an assemblage composed of commercial and legal gentlemen, equally interested in securing something which he considered in the light of legal reform. Professional men had long felt and suffered under the inconvenience of the present system. Without referring to other classes, those who got into criminal courts deserved sympathy, for they were generally very poor; and how they managed to get people to Liverpool as witnesses, he never could divine. A statement handed to him showed that in twenty-five civil causes tried at Liverpool, the amount actually paid to witnesses taken down was £1,606 8*s.* 9*d.*, or an average of £64 4*s.* 10*d.*; but that, making the fullest possible allowance, the amount that would have been paid, if those cases had been tried in Manchester, would have been £734 15*s.* 8*d.*, or an average of £21 7*s.* 9*d.* The costs of witnesses was certainly a considerable item in the total cost of an action; but the expenses of solicitors, and of those who were interested, were proportionately increased by the holding of the assizes at Liverpool for the Salford hundred.—The motion was unanimously agreed to.

Mr. MALCOLM ROSS proposed—

"That, in the opinion of this meeting, the absence of present accommodation ought not to be permitted to operate as an objection to a recommendation for the holding of assizes at Manchester, as there can be no doubt that suitable courts, and all other accommodation required, ought to be, and will be, forthwith provided, at the expense of the hundred of Salford, for whose immediate benefit and convenience the change in the present arrangements is sought and urgently required."

There could be no novelty in the arguments upon this matter. They wanted cheap and easily obtained justice.— Mr. J. KNOWLES, the Mayor of Bolton, seconded the motion, which was unanimously agreed to.

Mr. JOSIAH RADCLIFFE, Mayor of Oldham, proposed—

"That the following gentlemen—namely, the Mayor of Manchester, the Mayor of Salford, Thomas Bazley, Esq., J. A. Turner, Esq., James Crossley, Esq., and Francis Marriott, Esq.—be appointed a deputation from this meeting to confer with the justices of the hundred of Salford, at their next quarter sessions, relative to the steps to be taken to provide assize courts, and other accommodation required for the holding of assizes."

There could not be two opinions as to the strong feeling throughout the hundred in favour of the proposed change being made as speedily as possible; nor as to the general desire to give the utmost weight to the efforts made to secure that change.— Mr. N. BUCKLEY, Mayor of Ashton-under-Lyne, seconded the motion; and after it had been supported by Mr. J. R. COULTHART, Mayor of the manor of Ashton, it was unanimously agreed to.

The TOWN CLERK read a memorial from the meeting to the commissioners, praying that assizes might be held at Manchester. It was substantially the same as that from the Law Association, already published.

Mr. JAMES CROSSLEY, President of the Manchester Law Association, moved—

"That the memorial be adopted and signed by the Mayor of Manchester as chairman, and on behalf of this meeting; and that such memorial be intrusted to Colonel Wilson Patten, M.P., for presentation to the Commissioners."

He could carry the history of the ineffectual struggles to obtain justice a little further back than Mr. Bazley. In 1823 and 1824, his partner, Mr. Thomas Ainsworth, in connection with the authorities of that day, made a vigorous attempt to obtain an adjournment of the assizes from Lancaster to Manchester. When he considered how the hundred of Salford had, since that time, progressed in wealth, in business importance, and in population, and the great inconvenience to all parties, amounting in many instances to a denial of justice, which arose from the holding of the assizes at Liverpool,

he felt that the hour had come when this long-pending grievance should be removed. After the expression of the opinion which the attendance at the meeting indicated, it was impossible that the Commissioners could resist their prayer. He had looked into the report of the deputation who presented the memorial of the Law Association to the Commissioners, to see if there was any plausible pretext for refusing the application, and he could not find any. Certainly Mr. Justice Cresswell suggested that the establishment of assizes at Manchester might cause additional witnesses to be called, but that must have been a pleasantry; if there was any reason in the objection, they might as well, or perhaps better, have Manchester causes tried at Exeter. The Solicitor-General observed that there could not be more than two assize towns in one county; but where did he find such a principle in law? The Act of 1833, which empowered her Majesty in council to appoint new assize towns, and alter the circuits, contained no such limitation, and her Majesty might unquestionably appoint six assize towns in a county, if the convenience of the public required it. Then again Lord Wensleydale seemed to think we were precluded from making this application, by the arrangement under which the Salford hundred list had precedence at the assizes—that that arrangement was accepted in full of all demands. But the fact was, that in 1842, when a deputation from the Law Association waited upon Sir J. Graham, then Secretary of State for the Home Department, and he suggested that the Salford hundred list should have the precedence, it was distinctly stated by the deputation that that arrangement would not entirely remove the inconveniences of the present system, and that their acceptance of it must not prejudice their application to the Privy Council. With regard to the question of the provision of suitable courts, an Act, which was passed in 1837, empowered justices to make all necessary provision, and this would be done immediately upon her Majesty granting to the hundred of Salford the privilege of holding assizes in Manchester. The fact, however, that the courts were not built in the first instance, should not operate as any colourable pretext of refusing the grant.

Mr. Jacob Bright, Mayor of Rochdale, seconded the resolution.

The Town Clerk said he believed this meeting would do more to secure the favourable consideration of the Commissioners than any other circumstance that could have occurred. He then related the particulars of his examination by the Commissioners, and added that their only difficulty was to show a reasonable probability that the required accommodation, as to courts, would be provided. The courts could be obtained with perfect ease; and considering the area of the hundred of Salford, and the amount of the assessment, a sufficient sum might be expended in building courts (to be repaid in twenty years), without any one perceiving that there had been an addition to the hundred rates. The money saving to the common jurors who were now kept at Liverpool a week or more without receiving any remuneration, would repay them tenfold what they would be called on to contribute to the hundred rate. Upon this question he believed Liverpool and Manchester were agreed; for it was a great hardship to the Liverpool people to be kept waiting until the Salford cases were disposed of, and they would be as glad to get rid of the Manchester folks as the latter would be to go.

Mr. J. C. Harter said, he represented the board of the Royal Infirmary. They had often felt great inconvenience through the absence at the assizes of the resident medical officers, and the board would be happy either to join in a memorial to the Commissioners, or to send a separate one.

Mr. R. S. Sowler supported the resolution. He could confirm all that had been said of the serious inconvenience of having the assizes at Liverpool. As to the doctrine that there could be only two assize towns in a county, it was absurd, because in Somerset there were three, although the population of that county was insignificant compared with ours.

Mr. R. Allen said, the Medico-ethical Society, which numbered fifty members of the medical profession, would be happy to memorialise the Commissioners, as they felt very greatly the hardship of transferring their patients to others while they were necessarily absent at the assizes in Liverpool.

The resolution was carried unanimously.

Mr. Alderman Watkins moved—

"That the Mayors and town-clerks of Manchester and Salford, Bolton, Rochdale, Ashton, Oldham, and Stockport, in conjunction with the deputation before appointed, be a committee to initiate and forward such measures as they may see fit, for the purpose of obtaining the object of this meeting."

Mr. Oliver Heywood seconded the resolution, which was also carried.

Mr. George Peel moved—

"That a report of the proceedings of this meeting, and a copy of the resolutions, be transmitted to the Commissioners for inquiring into the expediency of altering the circuits of the judges in England and Wales."

Mr. James Dugdale seconded the motion, which was carried unanimously.

TITLES OF STATUTES OF 20 VICT.

The following is a List of the Public Acts *passed in the last Session of Parliament.*

Cap.

1. An Act to amend the Act for limiting the time of Service in the Royal Marine Forces.
2. An Act to facilitate the appointment of Chief Constables for adjoining counties, and to confirm appointments of Chief Constables in certain cases.
3. An Act to confirm certain Provisional Orders of the General Board of Health applying the Public Health Act, 1848, to the districts of Ipswich, Oldbury, Stroud, Llangollen, and Dukinfield; and for altering the constitution of the Local Board for the Main Sewerage District of Wisbech and Walsoken.
4. An Act to enable the subjects of the Ionian States to hold military and naval commissions under the Crown.
5. An Act to authorise the inclosure of certain lands in pursuance of a report of the Inclosure Commissioners for England and Wales.
6. An Act to reduce the rates of duty on profits arising from property, professions, trades, and offices.
7. An Act to indemnify such persons in the United Kingdom as have omitted to qualify themselves for offices and employments, and to extend the time limited for those purposes respectively.
8. An Act to continue appointments under the Act for consolidating the Copyhold and Inclosure Commissions, and for completing proceedings under the Tithe Commutation Acts.
9. An Act for settling and securing an annuity on the Right Honourable Charles Shaw Lefevre in consideration of his eminent services.
10. An Act to continue certain temporary provisions concerning Ecclesiastical Jurisdiction in England.
11. An Act to amend the Commissioners of Supply (Scotland) Act, 1856.
12. An Act to amend an Act of the ninth year of King George the Fourth, chapter eighty-two, intituled "An Act to make provision for the lighting, cleansing, and watching of cities, towns corporate and market towns in Ireland, in certain cases."
13. An Act for punishing mutiny and desertion, and for the better payment of the Army and their quarters.
14. An Act for the regulation of her Majesty's Royal Marine Forces while on shore.
15. An Act for granting certain duties of customs on tea, sugar, and other articles.
16. An Act to amend an Act of the last session of Parliament for repealing and re-imposing under new regulations the duty on race-horses.
17. An Act for raising the sum of twenty-one million forty-nine thousand seven hundred pounds by Exchequer Bills, for the service of the year one thousand eight hundred and fifty-seven.
18. An Act to continue the Act for charging the maintenance of certain paupers upon the Union Funds.
19. An Act to provide for the relief of the poor in extra-parochial places.
20. An Act to apply a sum out of the Consolidated Fund to the service of the year one thousand eight hundred and fifty-seven, and to appropriate the supplies granted in this session of Parliament.

LIST OF PRACTISING MEMBERS OF THE ENGLISH BAR AND SOLICITORS RETURNED TO PARLIAMENT, WITH THE PLACES THEY REPRESENT.

Adams, W. H.	Boston	Barrister
Atherton, W.	Durham	Q.C.
Ayrton, A. S.	Tower Hamlets	Barrister
Barrow, W. H.	Notts. S.	Solicitor
Bethell, Sir R.	Aylesbury	Q.C.
Bovill, W.	Guildford	Q.C.
Bowyer, G.	Dundalk	Barrister
Brown, J.	Malton	Barrister
Cairns, H. M'C.	Belfast	Q.C.

CLIFFORD, C.	Isle of Wight	Barrister
COBBETT, J. M.	Oldham	Barrister
COBBOLD, J. C.	Ipswich	Solicitor
COLLIER, R. P.	Plymouth	Q.C.
COLLINS, T.	Knaresborough	Barrister
COX, W.	Finsbury	Solicitor
CRAUFURD, E. H. J.	Ayr district	Barrister
CROSS, R. A.	Preston	Barrister
DAVISON, R.	Belfast	Solicitor
DODSON, J. G.	Sussex, East	Barrister
FITZGERALD, W. R.	Horsham	Barrister
GARNETT, W. J.	Lancaster	Barrister
GLOVER, E. A.	Beverley	Barrister
GURNEY, S.	Penryn	Barrister
HADFIELD, G.	Sheffield	Solicitor
HALL, R.	Leeds	Barrister
HANDLEY, J.	Newark	Barrister
HARDCASTLE, J. A.	Bury St. Edmund's	Barrister
HARDY, G.	Leominster	Barrister
HEADLAM, T. E.	Newcastle-on-Tyne	Q.C.
HILDYARD, R. C.	Whitehaven	Q.C.
HOPWOOD, J. T.	Clitheroe	Barrister
INGHAM, R.	South Shields	Q.C.
KEATING, H. S.	Reading	Q.C.
KELLY, FITZROY, Sir	Suffolk, E.	Q.C.
KINGLAKE, Serjt.	Rochester	S.L.
KINGLAKE, A. W.	Bridgwater	Barrister
LASLETT, W.	Worcester	Barrister
LOCKE, J.	Southwark	Barrister
MACAULAY, K.	Cambridge	Q.C.
M'MAHON, P.	Wexford County	Barrister
MALINS, R.	Wallingford	Q.C.
MILLS, A.	Taunton	Barrister
MOWBRAY, J. R.	Durham	Barrister
MULLINGS, J. R.	Cirencester	Solicitor
PAULL, H.	St. Ives	Barrister
PHILIPS, R. N.	Bury	Barrister
POWELL, F. S.	Wigan	Barrister
ROEBUCK, J. A.	Sheffield	Q.C.
ROLT, J.	Gloucestershire, W.	Q.C.
SCLATER, G.	Hampshire, North	Barrister
STEEL, J.	Cockermouth	Solicitor
TANCRED, H. W.	Banbury	Q.C.
THESIGER, Sir F.	Stamford	Q.C.
TURNER, J. A.	Manchester	Barrister
WARREN, S.	Midhurst	Q.C.
WIGRAM, L.	Cambridge University	Q.C.
WORTLEY, Hon. J. A. Stuart	Bute	Q.C.

CORONERS' CHARGES.—The magistrates in Lancashire, as well as those in the West Riding of Yorkshire, appear to be cutting down the fees of coroners. At the Easter quarter sessions at Preston, on Wednesday last, before Mr. T. B. Addison, chairman, and other magistrates, Mr. C. R. Jackson, on behalf of the finance committee, presented the accounts of Mr. Myers, one of the county coroners, amounting to £106 13*s.* 4*d.* for the holding of thirty-eight inquests. The committee generally had taken exception to three of those inquiries, but they were unanimous upon one only, that held upon Thomas Thompson, the farm servant of Mr. Lord, of Standish, who had died of injuries received in falling from a horse that took fright near Martland-bridge. It was stated in the information given to the coroner that no blame was attached to any person, and that he lived eight days after the accident. There was therefore no occasion for the coroner to intrude upon the privacy of the deceased's family by holding an inquest. Mr. Myers replied that no person was present when the accident happened; and supposing that it had turned out hereafter that the horse had been wilfully frightened, and the had not, as he was bound to do by law, held an inquest in this case, which was one of violent death, he would have been liable to a penalty of 40*s.* He was therefore placed in the difficulty of running the risk of being subjected to that penalty or of not having his charges allowed by the court. After some discussion the charge for the inquest was disallowed. Mr. Hargreave's bill for fifty-two inquests held during the quarter amounted to £122 15*s.* 11*d.* The finance committee had queried seven of these inquests, but only recommended one for disallowance by the court. The charge for this was disallowed. Mr. Myers here remarked that he had attended three whole days at the inquiry held at Chorley in the wife-poisoning case, for which he should get £1 6*s.* 8*d.*; and Mr. H. H. Watson, analytical chymist, of Bolton, had presented to him a bill of £26 for his analysis of the contents of the stomach, &c. He did not feel justified in paying that bill till he had taken the opinion of the court upon it. Mr. Addison thought it should form part of the prosecution charges; and it was understood that the matter would be laid before the judge when the prisoner Herdman is tried at the assizes.—*Times.*

WESTMINSTER COUNTY COURT.—SUING A LORD CHIEF JUSTICE.—*Berridge* v. *Cockburn* (April 15).—This was an action brought by the plaintiff, a cab owner, against Sir James Alexander Cockburn, Lord Chief Justice of the Court of Common Pleas, to recover the sum of 14*s.*—Mr. W. Davies attended for the plaintiff, and said, the case was fixed to come on for hearing at the last sitting of the court, but a communication had been received from his lordship, per telegraph, from Exeter, where his lordship was engaged on the spring circuit, requesting a postponement, to give the judge of the court an opportunity to ascertain whether he had any power to adjudicate in such case, and also raising a point that the money, if owing, was not recoverable except before a police magistrate. It appeared that the plaintiff's driver was engaged by his lordship to convey him from Richmond to Hampton Court and back, when his fare for distance, viz. 10*s.*, was tendered, but plaintiff refused to receive it without an additional 4*s.* for waiting, at 2*s.* an hour, which Mr. Davies contended he was entitled to under the 18th section of the 16th & 17th Vict. c. 35, which says that for waiting the driver of any cab shall charge, and be justified in so doing, 6*d.* for every fifteen minutes.—Mr. Davies said that he had a letter from his lordship, acknowledging the 10*s.*, but repudiating the additional 4*s.*—Judge: That don't give me power to act; and it being under the Metropolitan Police Act, I think the matter one for the exclusive jurisdiction of the police magistrate. I don't think I have any, and such has always been my belief.—A gentleman from the defendant's said that the Lord Chief Justice would be guided in the payment he made entirely by his honour's decision.—Judge: My opinion is, that he would be entitled to sixpence for waiting; but it cannot be recovered before me, only before a magistrate, but if wished for I will hear the particulars. Plaintiff then stated the facts as above narrated, which he only knew from his driver's tale; and, that person not being present, his honour said the case on that ground alone had failed, and he should make no order.—The gentleman here said he would give the plaintiff 10*s.*, and the parties retired.—*Daily News.*

COMMISSIONER IN LUNACY.—The Lord Chancellor has appointed Robert Nairne, Esq., Fellow of the Royal College of Physicians, to be a Commissioner in Lunacy, in the room of John Robert Hume, Esq., Physician, deceased.

CONTEMPT OF THE MARRIAGE LAW.—James Green, 32, sweep, was indicted, at the Old Bailey, before Mr. Commissioner *Prendergast*, on April 11th, for marrying Margaret Latlief, his wife being alive. The prisoner, it appeared, was a master sweep, and resided in the parish of Tottenham, and his appearance was that of a respectable man. He had for eight years lived with the woman Latlief as man and wife, he being then unmarried. Upon Easter Monday, last year, he married, at St. James the Great, Bethnal-green, a woman named Mitchell, who had for nine years been cohabiting with a friend of his, named Gardner, a master sweep, living at Islington. The woman Mitchell stayed with Gardner until the night before the marriage, and the woman Latlief also remained with the prisoner up to the same time. Upon the prisoner marrying Mitchell, Latlief went the same day and lived with Gardner. Upon the Thursday following, Mitchell, being tired of her new husband, went back to Gardner, whereupon Latlief at once went back to the prisoner, who in April of the same year was married to her at St. Leonard's, Shoreditch, and the parties still kept friends until a short time ago, when the woman Mitchell, from some cause not explained, gave him into custody.—Gardner, who was called as a witness, in answer to the court, said, when he took Mitchell, I took his; and when she came back, I sent the other home. We were all drunk when we did it. The jury found the prisoner *Guilty.*—The learned *Commissioner* said, the case was certainly a most remarkable and disgraceful one, and he had never met with a man who treated the marriage laws with greater contempt; but as the second wife spoke well of him, and none of the parties had suffered any injury, he should sentence him to three months' imprisonment, and hard labour.

BOROUGH OF DORCHESTER.—SOLICITOR'S TESTIMONIAL TO MR. THOMAS COOMBS.—At a meeting of the inhabitants, held on the 13th of November, 1856, to consider whether any, and what testimonial should be presented to the late Mayor, Mr.

Thomas Coombs, as an acknowledgment of the liberality and hospitality evinced by him during his mayoralty for the two consecutive years ending 9th November, 1856, it was resolved "That, appreciating the liberal manner in which on several unusual public occasions, the late mayor Mr. Coombs upheld the interests and hospitality of the borough, it would on his retirement from office be a fitting and appropriate opportunity to present him with a testimonial, as an acknowledgment of his liberality during his mayoralty." A public meeting of the inhabitants was held at the Town Hall, on the 13th inst., when a handsome silver tea kettle and stand, together with a silver claret jug, were presented to Mr. Coombs.

Expenses of the Metropolitan Police.—The total sum paid for the Metropolitan Police in the year 1856 amounts to £434,081, and the balance remaining at the end of the year to £45,635. The total amount received on account of the Metropolitan Police included £281,036 from parishes, and £102,377 from her Majesty's Treasury, voted by the House of Commons in Committee of Supply. These, in addition to a balance of £58,105 and miscellaneous receipts, raised the sum total of receipts to £479,717. The following are the items of expenditure—viz. £10,757 for office expenses, £335 for legal charges, £363,478 for the pay, clothing, and equipment of the police force, £2,975 for medical and funeral expenses, £9,639 for horses and vans, £21,904 for police stations and section houses, £15,535 for light and fuel, £6,816 for miscellaneous charges, and £4,691 for retired allowances, &c. The receipts on account of the superannuation fund amounted to £61,585, and the payments to £36,775. The expenditure for the service of police carriages in London amounted to £11,698. The total sum paid for the expenses of the police courts (chiefly out of the Consolidated Fund) amounted to £67,006. One magistrate receives a salary of £1,500, and twenty-two magistrates £1,200 each. The rent of the courts costs £2,003, and the expenses of the *Police Gazette*, including the salary of its editor (£100), are £3,597. The police force constitutes an army of 5,847 men—18 superintendents, with salaries of £440 down to £200; 142 inspectors, with salaries of £200 to £81 18*s.*; 631 sergeants, with salaries of £109 to £63; and 5,056 constables, whose salaries range from £78 to £49 a-year, with coals and clothing. —*Civil Service Gazette.*

Recent Decisions in Chancery.

There are few legal questions in modern times which have been attended with so much difficulty as those relating to acts of directors of public companies—whether or not particular acts are *ultra vires;* and if they are, whether or not parties asserting rights under such acts have been affected with notice of the powers and duties of the directors who have so acted. The decisions on these two points have been very conflicting. Some judges have been always disposed to construe very strictly companies' deeds of settlement, as to the powers of directors to bind the company, and to impute knowledge of the provisions of the deed to contracting parties, on the principle of the doctrine of constructive notice. On the other hand, there are several reported cases, in which the rule laid down is much less strict. Some recent decisions in the House of Lords belong to the former class. In one—*The Caledonian and Dumbartonshire Junction Railway Company* v. *The Helensburgh Harbour Trustees* (4 W. R. 671)—the Lord Chancellor expressed himself very strongly as to railway companies; that the Act of Parliament incorporating a company was the measure of the obligations and liabilities of its shareholders; and that even beneficial contracts, if not beneficial in the mode prescribed by the Act, were not binding. Again, in *Preston* v. *The Liverpool, &c., Railway Company* (4 W. R. 383), the Lord Chancellor said that he had no doubt that it was *ultra vires* of a corporation, established for the purpose of applying the funds of its subscribers in making a railway, to enter into a covenant to pay money to a person for not having opposed the company's bill in Parliament. Both these cases turned upon contracts by projectors, but the principles here stated apply to companies after formation. In *Green* v. *Nixon* (5 W. R. 433) the Master of the Rolls appears to lean in a direction contrary to the rule as stated by Lord Cranworth. In that case, a railway company, already incorporated, petitioned Parliament for an extension of the time limited by the Act for the exercise of compulsory powers of taking land; and, in contemplation of a favourable result, the company entered into an agreement with an engineer for payment of expenses to be incurred by him in supporting the application. Amongst other objections made in the suit by the plaintiff, a shareholder—against whom the engineer (the defendant) had obtained judgment in respect of this claim—he objected that the directors had no power to enter into such a covenant, and that such an application of the funds was illegal. It was not necessary for the Master of the Rolls to decide the case upon this point, he having held that the court would not look into the grounds of the judgment at law which the defendant had recovered against the plaintiff. But his Honour was of opinion that the defendant was not bound to investigate the object of his employment by the directors, or to ascertain whether it was, or was not, in accordance with the provisions of the company's Act of Parliament or deed of settlement. He considered that the proper course to stop unauthorised proceedings by the directors, was to apply for an injunction to restrain any misapplication of the funds; and that where a third person had been employed by the directors on behalf of the company, the contract binds the company and the shareholders. In his judgment, his Honour points out some of the inconveniences and instances of injustice which would arise from maintaining any other rule. The gist of these observations very much coincides with the views expressed in the paper lately read before the Juridical Society, on the Liabilities of Joint-stock Companies, which we published in our number of the 4th instant.

The rule which is laid down, apparently without any restriction in numerous cases—viz., that notice to an agent is notice to the principal—must be considered as being subject to modification, according to circumstances. Thus it appears more than doubtful whether notice by the assignee of a policy of assurance, to an agent of the assurance company, where the agent was himself the assignor, would be a valid notice for the purpose of taking the policy out of the order and disposition of the assignor (*Re Hennessy*, 2 Dru. & War. 555; *S. C.*, 1 Con. & Law. 559). Under ordinary circumstances, however, the rule is well established that notice may be given to an officer representing the company, and that the effect of such notice, though the notice may never be communicated to the company, is sufficient to bind the company (*Ib. per Lord St. Leonards, and Ex parte Waithman*, 4 Deac. & Chit. 412). Another modification of the rule that notice to the agent is notice to the principal is, that the notice must be in the same transaction, or if not in the same transaction, yet that it must be presumed from all the surrounding circumstances, from the fact of the former transaction, in which the agent had notice, being recent or closely connected with that in which notice is sought to be imputed to the principal, that the agent must have remembered the former notice (*Majoribanks* v. *Hovenden*, Dru. 11). But the qualification of the rule that notice must be in the same transaction, or closely connected with it, has been a good deal questioned by very able judges—as, for instance, by Sir J. *Wigram*, V. C., in *Fuller* v. *Benett* (2 Hare, 404), where his Honour said that he had always understood it to be only a rule *positivi juris*, adopted by courts of justice in favour of innocent purchasers. Another question as to the application of the more general rule, that notice to the agent is notice to the principal, has been sometimes raised—viz., whether the knowledge imputed to the agent has been acquired by him *qua* agent (*Wilde* v. *Gibson*, 1 Cl. & Fin. Ho. of L. C. 605). Indeed, in *France* v. *Woods* (Taml. 176), *Sir John Leach* is reported to have said expressly that the notice must have been received in the character of agent. In *Wilde* v. *Gibson* there appears to have been also a distinction taken as to the character of the notice to the agent for the purpose of affecting the principal—as to whether it was actual or constructive. There are several cases, moreover, where questions have been raised on the ground of the agent having acquired his knowledge as owner of the property in respect of which his principal was to have notice imputed to him (*Sheldon* v. *Cox*, 2 Eden, 224; *Majoribanks* v. *Hovenden*, *supra*); and, as might be expected, it has very often been debated what constitutes agency for the purpose of notice (*Butler* v. *Earl of Portarlington*, 1 Dru. & W. 48; *Allen* v. *Knight*, 5 Hare, 279; *Navulshaw* v. *Brownrigg*, 1 Sim., N. S., 581; *Mountford* v. *Scott*, 3 Madd. 40; *Willis* v. *The Bank of England*, 4 Ad. & Ell. 21). In the recent case of *Ex parte Boulton Re Sketchley* (5 W. R. 445), a shareholder in a railway company, who was also its solicitor and secretary, deposited with a client, by way of mortgage, the certificate of his shares, and afterwards became bankrupt. There was no transfer of the shares, and no notice to the company, unless it had notice constructively through the equitable mortgagor, who, being its own officer, was ordinarily the proper one to be served with such a notice. *Duncan* v.

Chamberlayne (11 Sim. 123) having been virtually overruled by *Thompson* v. *Spiers* (13 Sim. 469), and *Martin* v. *Sedgwick* (9 Beav. 333), both of which have since been generally acquiesced in, it could not be held that the fact of the mortgagor being a shareholder could affect the company with notice: the only arguable point then was on the ground of his being its secretary. *Knight Bruce*, L. J., was of opinion that this circumstance made no difference. The reason which his lordship gives as the ground of his opinion is, that the knowledge was not acquired by the secretary in that capacity, but only as a shareholder; and, therefore, that the directors or company were not bound by such knowledge. *Turner*, L. J., seems to have arrived at his opinion on a similar course of reasoning. "Notice of dealings with shares," said his Lordship, "was intended to operate not only to prevent dispositions without the knowledge of the assignee, but also to prevent other persons having claims from being injured by prior claims of which they had no knowledge. It was, therefore, the duty of the assignee to take care that the proper notice reached the party whom it was intended to affect." The decision does not appear to have gone upon the fact that there had been no formal intimation—no instrument of notice—to the company or to the person who, under the circumstances, ought to have represented it; but simply upon the ground that the company itself, or its directors, had no actual knowledge of the mortgage. It was not suggested that if the mortgagee had served the secretary with a formal notice, the shares would thereby have been placed out of the order and disposition of the mortgagor; neither was it suggested in what manner notice could have been effectually given to the directors or the company otherwise than through the secretary. *Ex parte Boulton* is not the first case where a question was raised as to the effect of knowledge acquired by an agent in another capacity. In *Ex parte Bignold Re Theobald* (3 Mont. & Ayr. 477), it was doubted whether knowledge acquired by Mr. Bignold, as secretary to a fire insurance company, was notice to a life assurance company, of which he was also secretary; and it seems to have been questioned generally whether in cases of reputed ownership knowledge amounts to notice. But taking the proper object of notice, as to dealings with shares, to be what *Turner*, L. J., stated it to be in *Ex parte Boulton*, it is difficult to understand how the court arrived at the conclusion that the company had no notice, unless we assume that the secretary, by improper conduct on his part, would intentionally defeat these objects, which he might, if he chose to do so, in any case. While, however, there might be some difficulty in reconciling this decision of the Lords Justices with numerous reported cases, on the ground that the company had not notice, though its secretary had, yet, if we consider the peculiar object of notice in all cases of reputed ownership, and that in this case its only object was to take the shares in question out of the order and disposition of the shareholder, it is no doubt reasonable and proper that nothing should be treated as notice to the company which of itself, and without any further act on the part of the secretary (being the shareholder himself), would not be sufficient to take the shares out of his order and disposition. If, by the constitution of a public company, it is impossible for an equitable mortgagee or assignee of shares to give effective notice to the company otherwise than through the secretary; or, admitting that such notice were possible, if it must necessarily depend upon the secretary himself subsequently to give the proper operation and effect to such notice, such a reason would be quite sufficient to make a definite and intelligible exception to the general rule. The principle of the exception, we think, would be much more consistent with a long course of former decisions, and more easy of future application, than any distinction between the capacity in which the knowledge or notice is acquired, and that in which it is intended to operate.

Three cases which will be of some importance in conveyancing practice have been recently reported. They all relate to the construction of powers of appointing new trustees, which are so frequently the occasion of difficulties in the way of making a good title on a sale by trustees. In one of these (*Nicholson* v. *Wright*, 5 W. R. 481), the power was, "in case the trustees or any of them should die, or be desirous of being discharged, or refuse, or decline, or become incapable to act," and was given to "the surviving or continuing trustees or trustee." The number of trustees named in the will was three; of these, one died in the testator's lifetime; the other two declined to act, and appointed two new trustees in the room of themselves. The survivor of the two trustees so appointed contracted to sell under a power of sale contained in the will, and the purchaser objected that he could not make a good title. It had been already decided by the Master of the Rolls, in *Stone* v. *Rowton* (17 Beav. 308), that a retiring trustee was not a continuing or surviving trustee within the meaning of a similar power, in the absence of some special words to extend the meaning. And in the present case V. C. *Wood*, following the same doctrin o held that the appointment by the retiring trustees was bad. A mode of escaping the difficulty was suggested by the Court—namely, that one of the three original trustees, who was the only survivor, should appoint two new trustees, in the place of the one who died in the testator's lifetime, and of the other who had since died; and declared that trustees so appointed could make a good title.

Re Armstrong's Settlement (5 W. R. 448) is another case of the same description. The case arose upon a marriage settlement, of which Whitmore and Burdon were the trustees. The power was, if the trustees thereby appointed, or to be appointed as thereafter mentioned, should "die, or decline, or become incapable to act;" and Whitmore having died, and Burdon being anxious to retire, after having acted for some years in the trusts of the settlement, it was doubted whether a case had arisen in which the power could be exercised, inasmuch as the words only provided in terms for a trustee declining, or becoming incapable, to act, and not for one who desired to retire after having already acted. His Honour considered the doubt sufficient to warrant the court in appointing new trustees under the powers of the Trustee Act.

Re Woodgate's Settlement (5 W. R. 448) is another very similar case, before V. C. *Stuart*. The words of the power were these, if the trustees should "die, or become incapable, or be unwilling to act," and an order was made under the Act for the appointment of new trustees in the place of two who had acted for some time, and were desirous of retiring from the trust. The result of these cases is, that if it is intended to provide for the very common case of a trustee wishing to be relieved from a trust in which he has acted, it is not enough to use such words as "decline to act," or "be unwilling to act," but that the express event must be provided for of the trustee desiring to be discharged.

Cases at Common Law specially Interesting to Attorneys.

ARREST ON A JUDGMENT—SUMMONS TO DISCHARGE, SERVICE OF—SCOTCH PROTECTION.

O'Brien v. *Dow*, 3 Jur., N. S., 318.

The defendant in this case had been arrested on a judgment which had been obained against him in the year 1850 by the plaintiff, but which had been afterwards assigned to the plaintiff's attorneys, Messrs. Lewis and Lewis, as security for a debt due to them from the plaintiff. After the judgment had been obtained, the defendant had gone to live in Scotland, and while there, had obtained relief from his creditors under the Scotch Sequestration Act, as a trader—the trading being described as that of an underwriter. On his arrest, as above mentioned (which was effected after his return to England in 1856), Mr. Justice *Crowder*, after summons, ordered his discharge from custody, on the ground of his being protected under the Scotch Sequestration Act, which is analogous in its operation to the English Bankrupt Act. It was now sought to set this order aside, on two grounds—1st. Because the summons for the defendant's discharge had been served on Messrs. Lewis and on the sheriff, but not on the plaintiff. But this objection was overruled by the court, inasmuch as it appeared that at the time of the summons there was a judgment of outlawry against the plaintiff still unreversed, and that consequently he was not entitled to notice; while, on the other hand, the defendant had done all in his power, by serving the sheriff and Messrs. Lewis; for though the writ under which the arrest had been made, purported to have been sued out by the plaintiff in person, it had, in point of fact, been issued by one of the clerks of the Messrs. Lewis, who were therefore the agents, if not the attorneys, of the plaintiff.

The second ground for seeking to set aside the order of discharge was, that the trading under which the protection under the Scotch Act had been obtained, was colourable and fraudulent; but the court held, on the authority of *Barrow* v. *Poile* (1 B. & Ad. 633), that the nature of the trading could not be inquired into—that question being entirely for the court by which the protection was granted.

WARRANT OF COMMITMENT, VALIDITY OF—VAGRANT ACT.

Ex parte Cross, 3 Jur., N. S., 373.

This was a proceeding by way of *habeas corpus* to inquire

into the validity of a warrant of commitment under the Vagrant Act, 5 Geo. 4, c. 83. The warrant alleged that T. C., on a certain day, in the city of London, then being a suspected person and reputed thief, "frequenting" the public streets, &c., was found, &c., in a certain place, &c., with intent to commit a felony; and it was urged that according to this form of warrant the term "frequenting" was used only as *descriptio personæ*, and not in reference to the actual transaction; whereas, to bring a person within the enactment on which he was convicted, it must appear that he was frequenting the place specified with intent to commit a felony. But *Martin*, B., said, if a man who frequents Fleet-street with the intent specified, sees, while in that street, an opportunity of committing a robbery in Inner Temple-lane, and runs down that lane to commit it there, this would satisfy the Act. And the court, coinciding in this view, remanded the prisoner to custody.

PRACTICE—WRIT OF MANDAMUS UNDER 17 & 18 VICT. C. 125—INTERROGATORIES UNDER SAME ACT.

Benson v. *Paull*, 6 Ell. & Bl. 273; *Edwards* v. *Wakefield*, Ib. 462.

The clauses of the Common Law Procedure Act 1854, which allow a claim of *a writ of mandamus* to be inserted in a declaration (see 17 & 18 Vict. c. 125, ss. 68—77) have scarcely at all come under the notice of the full court, so as to be reported to the profession, but the first of the above cases lays down respecting them one important principle. It will be remembered that the Common Law Commissioners, in their second report, on which the above Act was founded, observed, in reference to the *prerogative* writ of mandamus—that, viz., which has always issued from the Queen's Bench, commanding the performance of some particular thing where some *public* right or duty has been infringed (see *R.* v. *Bank of England*, 2 B. & Ald. 622), and where no *effectual relief* can be obtained in the ordinary course of an action (see *R.* v. *Bishop of Chester*, 1 T. R. 396)—that the practice thereon might be beneficially extended so as to enable *any* of the courts of law to direct a duty to be performed on the application of any party who was beneficially interested in the performance of that duty, and for the neglect of which no sufficient remedy would be afforded by an action for damages. In the above case the plaintiff declared on an agreement between himself and the defendant by which it was agreed that a lease of certain premises demised by the plaintiff to the defendant should be prepared and executed at the expense of the latter. And the plaintiff claimed a writ of mandamus commanding the defendant to prepare a lease accordingly, or to accept one prepared by the plaintiff. It was, however, held by the Court of Queen's Bench on demurrer to this declaration, that the new provision, giving a right to a plaintiff to claim a writ of mandamus, commanding the defendant to fulfil any duty in the fulfilment of which the plaintiff is personally interested, does not extend to the fulfilment of duties arising merely from *personal contract*. If it did so, it would extend to every case of contract, for, no doubt, it is the duty of every one who makes a promise to fulfil it. But an obligation to grant a mandamus ordering the defendant to perform his contract by executing a lease, would entail the necessity (for example) of ordering a gentleman on the application of a lady to fulfil his duty by performing a promise which he had made to marry her. But the obligation thrown on the courts of law is not even co-extensive with that thrown on the courts of equity in enforcing specific performance; for the courts of *law* have no means of making the inquiries and arrangements which are made in a court of *equity*, to secure equity being done by the enforcement of the contract. The truth seems to be, that the enactment of the Common Law Procedure Act 1854 on this subject must be confined to such duties as might have been enforced by a prerogative writ of mandamus. The Act facilitates the obtaining of such a writ, and extends the power of granting it to *other* courts as well as the Queen's Bench. "Now, within such limits," said Lord Campbell, "the power is likely to be very beneficial, but it would not be beneficial if it was extended to all duties arising from contract; and it was not the intention of the Legislature so to extend it.".

The other case (*Edwards* v. *Wakefield*), lays down, so far as the Court of Queen's Bench is concerned, a general rule in reference to the provisions in the same statute which have reference to *interrogatories*. An application had been made by the defendant to be allowed to deliver interrogatories to the plaintiffs, under the 51st section of the same Common Law Procedure Act. The action was in trover by the assignees of a bankrupt, to recover property alleged to form part of the bankrupt's estate; and the proposed interrogatories were for the purpose of compelling the plaintiffs to state upon oath what Act or Acts of Bankruptcy they intended to rely upon in support of the title of the assignees. But the court held that the provision under which the application was made, was intended to apply only to cases where the matters inquired into would be evidence in the cause, and that it was not intended thereby to give one party the power of asking the other how he meant to shape his case; and that, at all events, the provision as to discovery must be confined to the cases in which a discovery would be given in equity; and that in equity the plaintiffs at law would be entitled to say, in answer to such questions as the present, "I shall support my case by any Acts of Bankruptcy which I can prove, and which I shall be advised to rely on."

The court further intimated that they were not disposed to assent to the recent case in the Exchequer of *Flitcroft* v. *Fletcher* (11 Exch. 543), so far, at least, as that case was to be considered as deciding that the defendant might always ask the plaintiff to declare on oath how he meant to shape his case.

ATTORNEY—PARISH BUSINESS, BILLS FOR—POOR-LAW AUDITOR, ALLOWANCE BY.

The Queen v. *Hunt* (6 Ell. & Bl. 408).

This was a rule for a *certiorari* to remove into the Queen's Bench the disallowance, by a poor-law auditor, of a sum of money which had been paid by the overseers to discharge an attorney's bill of costs, and his reasons for such disallowance. The bill in question had been incurred for parish business, and *it had not been taxed* before it was presented to the auditor, who, after giving certain reasons for his disallowance, in compliance with the request of the overseers, added that, inasmuch as the bill had not been taxed before it was presented to him, his decision, as auditor, on the reasonableness, as well as the legality, of the charges therein contained, was final and conclusive. It was to test the law as to this view that the present proceeding was taken.

The argument in the Queen's Bench turned chiefly on the 39th section of 7 & 8 Vict. c. 101, which enacts that, on the application of the parish officers or attorney, any bill of costs, in respect of parish business, shall be taxed by the clerk of the peace, and that the allowance of any sum, on such taxation, shall be *primâ facie* evidence of the reasonableness of the amount, but not of the legality of the charge; and then proceeds thus—"and if any such bill be not taxed before it is presented to the auditor, the auditor's decision on the reasonableness, as well as the legality, of the charges, shall be final." The question turned more particularly on the meaning here of this word "final." The court held, that the words of the 35th section of the act clearly gave the appeal by *certiorari* from the auditor's decision in such a case as that before them, unless in the event of the bill not being taxed before it came before him; and that, in such a case, the words used by the Legislature (whatever might be thought as to their reasonableness) clearly showed that the decision of the auditor, that the parish was not liable, was to be conclusive. The judges all concurred in this view, but each intimated that he felt great difficulty in understanding the reasons which led the Legislature to this enactment. Indeed, *Erle*, J., said, "I find myself unable to construe this enactment at all. The Act provides that there may be an appeal from any decision of the auditor by sec. 35 to this court, or by sec. 36 to the Poor Law Commissioners, if the matter is supposed to be less of law than discretion. Clearly, therefore, the Legislature looked upon the auditors as fallible, and thought it right that their decisions in general should be subject to review. Then comes sec. 39, referring to attorney's bills, that being a subject, most of all others, requiring a peculiar species of knowledge not likely to be possessed by an auditor; and it is supposed that the Legislature have made it a condition precedent to any appeal on that subject, that the bill should have been previously subject to taxation, that taxation being, it is to be noticed, *ex parte*. I cannot see what purpose can be answered by this. I cannot, however, read 'final,' as meaning 'final,' unless appealed against. Probably that was the object of the Legislature; but it cannot be done without reforming the words of the statute; and, therefore, I agree that this rule must be discharged." Again, said—and his last words are significant—*Crompton*, J., "The object of the Legislature (no matter whether wise or not) seems to have been to cause parish offices to tax their bills before they pay them. If they do not, the decision is to be final as against them. We need not now decide how it would be as against a rate-payer."

Correspondence.

DUBLIN.

(From our own Correspondent.)

THE SAVINGS' BANK QUESTION.

Among the subjects of national importance which have long called for legislative interference, is the Savings' Bank Question. All who take an interest in the welfare of the working-classes of society are agreed in this—that savings' banks are highly beneficial, and ought to be conducted on safe and correct principles. We, therefore, assume, at once, that if it can be shown that these institutions are at the present moment based on an unsound and fallacious system, all persons really interested in the amendment of our laws are bound to exert themselves to the utmost to procure an amendment in the savings' bank code. This responsibility rests, in a peculiar degree, on your readers. The solicitors of England, as a body, possess an influence over all classes of society, which, taken in connection with their means of estimating the nature and evils of bad registration, and of suggesting improvements, imposes on them a double obligation to rescue depositors from the snares and pitfalls which now threaten them. Every employer who, being acquainted with the present state of the law, encourages those under his influence to make use of savings' banks, is conniving at a system but a shade better than that pursued by Mr. Hugh Cameron and his brethren of the Royal British Bank.

These observations are suggested by two very remarkable pamphlets,* which differ in object, but agree in their statement of the position and past legislative history of savings' banks. Dr. Hancock approaches the subject in the character of a political economist and a law-reformer; and from his careful and clearly-written summary, much interesting, and some very startling, information may be gathered. For a number of years savings' banks have been resorted to by the most industrious of the employed, under the idea that they possessed *Government security* for the return of their deposits.

This idea has (of course, in ignorance of the real state of the case) been fostered by Porter, M'Culloch, and many other eminent writers, who, in describing these institutions, have invariably stated that the security of the state is given to each depositor. The class-books issued by Government, and used in the national schools all over Ireland, also impress upon the minds of universal Hibernian childhood the belief that every pound lodged in a savings' bank is lent to the Government, and will be faithfully repaid on demand. Now turn to inquire into the real truth of this statement, and it appears that moneys deposited are lent merely to the managers or trustees (as the case may be) of each bank, who are bound by the terms of the first Act—passed in 1817—to lend all such moneys to the Commissioners for the Reduction of the National Debt. Thenceforward, and until the Act of 1828 passed, such managers or trustees were, like any other bankers, liable to depositors to the full extent of their property. By the Act of 1828 (9 Geo. 4, c. 92), it was, however, enacted that no manager, &c., should be personally liable, except for his own acts and deeds, nor for anything done by him in virtue of his office in the execution of the Act, except in cases where he might be guilty of wilful neglect or default. The security of the depositors was now, therefore, very much reduced; still they had *some* security; and in a few instances, where moneys had been embezzled by clerks—as in the cases of the Killarney and Tralee Banks, the depositors obtained an award against the managers through whose carelessness the loss had occurred. In the year 1844, a total change of system was introduced by a paternal Legislature. Under the important Act of that year (7 & 8 Vict. c. 83), no matter what the neglect or default of the managers, &c., might be, they were not thenceforth to be liable for any money not actually pocketed by them! This Act, indeed, provided that any manager might, if he pleased, declare in writing his willingness to become liable for a certain amount; but as may be supposed, few persons have been found willing to incur responsibility when it might so easily be avoided; and in not more than four or five out of the four or five hundred banks in England, have any trustees or managers so declared themselves liable to the extent of one farthing.

This total relief from all liability was found to work so badly in Ireland—four important savings' banks having stopped payment, for very large amounts—that the law was again patched up by an Act of 1848 (11 & 12 Vict. c. 133). This Act restored, as to Irish banks only, the liability for wilful neglect or default; but provided that managers might, by a written instrument, limit their liability to £100. Since this period, savings' banks have failed at Rochdale, Scarborough, and several other places, but no increased liability has been placed upon managers and trustees of English savings' banks. The general result at the present time is as follows:—Throughout the United Kingdom, including security given by paid officers of the various savings' banks, the entire *security* from all quarters available to depositors is under £800,000, while the aggregate amount of *deposits* is over £33,000,000. Supposing, then, every part of the securities could be rendered available, about 2½ *per cent.* of the amount deposited would be recovered! Under these circumstances, while the wealth of the country has so greatly increased, one is not surprised to find that the amount deposited in savings' banks has fallen off very considerably, and is now steadily diminishing.

A large proportion of Dr. Hancock's space is occupied by an elaborate disclosure of the history of one bank which has particularly distinguished itself by fraud and mismanagement—the bank in Cuffe-street, Dublin. The circumstances attending the gradual decline and fall of this notorious establishment are so utterly strange and unaccountable, that its wide-spread fame, in parliamentary debate and otherwise, is not to be wondered at. Will it be believed, that, when but a small deficiency in the accounts was in the first instance discovered, the Commissioners in London, instead of closing the doors of the bank, and insisting on a thorough investigation of the accounts, advised the managers to proceed as though nothing were wrong—in order that the public confidence in savings' banks might not be shaken. Still more marvellous was the advice given by the "barrister appointed to certify the rules of savings' banks." This gentleman was sent over to make an inquiry into the affairs of the bank, and, after arriving at the conclusion that a certain sum was deficient, he recommended that the deficiency should be paid out of the future profits to be made by the bank. In pursuance of this note-worthy advice, the bank was carried on as before—the peculators remained undisturbed, public confidence was unchecked, deposits flowed in fast, the deficiency increased year by year, and the grand crisis did not take place until 1848. Then the bubble burst. A loss of £60,000 to the depositors testified to the merits of a system, under which fraudulent clerks, and careless trustees, politic National Debt Commissioners, and financial certifying "barristers," are enabled, with more or less of moral responsibility, and no legal responsibility, to co-operate for the ruin of industrious and frugal depositors.

Supposing, however, that all the money lodged in any given savings' bank is faithfully handed over to the Commissioners for the reduction of the National Debt, the question arises—What do they do with it? It appears that their long-established practice is to purchase into the public funds, and when repayment is required, to make sales of stock. These transactions are, of course, attended with expense; they are moreover attended with considerable loss. The deposits increase in prosperous times, and are withdrawn when times are bad. Consequently, the purchases of stock are made when the funds are high; the sales when the funds are low. More than this, the balances due to savings' banks are under the control of the Chancellor of the Exchequer; and that unconscientious functionary has been in the habit of resorting to those funds for the purpose of making up temporary deficiencies in his accounts! It is believed that since 1855 a more honest system has been pursued in reference to the savings' bank balances. It is, however, an undoubted fact that the deficiency in these funds, arising from the foregoing causes, amounted in that year to no less a sum than four millions sterling! This is the tax paid by a careless nation; the penalty, contributed to by every Englishman, for false economic management of savings' banks.

After bestowing due consideration on these facts, your readers will have no difficulty in assenting to my proposition—that savings' banks, as now conducted, are a disgrace to our country; and that an entire new legislation is required for their management. With your permission, I will proceed, next week, to consider certain schemes for improvement and reform in our savings' bank laws.

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* "Duties of the Public with respect to Savings' Banks: the present state of the Savings' Bank Question." Two papers read before the Dublin Statistical Society, by W. H. Hancock, LL.D. Dublin: M'Glashan and Co. 1856. "Savings' Banks: their History, Laws, &c." By the Rev. J. B. Hawkins. London: Longman and Co. 1857.

PRACTICE.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—As there seems to be some difference of opinion on the

point in the country, perhaps you or some of your readers will kindly enlighten me as to the general rule with respect to the right of a solicitor to engross original and duplicate deeds, the drafts of which have been prepared by him. The following is a case in which the point has lately arisen with me.

The solicitors of the trustee of a settlement of personalty, on the death of the last tenant for life, is instructed to prepare a release to his client from the persons to whom he is about to pay the trust fund.

These persons in this case are executors and trustees under the two wills of the remainder-men named in the settlement; and these executors and trustees wish the release also to have the effect of a discharge to them from their *cestuis que trust*, and the draft is prepared accordingly, these *cestuis que trust* being made parties.

The trustees and executors under each will employ different solicitors to act in the matter of each estate. Three parts of the release are necessarily required—one for the trustee of the settlement, and one for each set of executors. Query, is the solicitor who prepares the draft entitled to engross all the parts, or how otherwise?

Another case in which there has also been a difference of opinion is, when the solicitor of one partner has prepared a draft deed of partnership, and each partner employs his own solicitor to peruse and approve on his separate behalf. Query, who is entitled to engross the different parts required? It is contended, on the one hand, that the practice is for the draughtsman to engross all the originals required of his own draft in the same way as the solicitors of the lessor takes upon himself to engross both lease and counterpart. On the other hand, it is insisted that the part to be held by any one party ought in fairness to be engrossed by his own solicitor, and that such is the practice. I am, sir, your obedient servant,

Berkshire, 14th April, 1857. "Inquirer."

COUNTY COURT LAW.

To the Editor of The Solicitors' Journal & Reporter.

Weymouth—Judge Everett.

Tucker v. *Wallis & Another.*

Sir,—The plaintiff sued the defendants, as executor and executrix under the will of William Wallis, for £11 4*s.* 2*d.*, goods sold and delivered. The facts proved were that the plaintiff had agreed with the deceased for the purchase of a small cottage for £27, the key of which had been given, as well as the title deeds, to the plaintiff; but the vendor died prior to executing the purchase deed. Plaintiff paid part of the consideration money in cash—viz. £16, and the rest was to be taken out in goods.

After the death of the vendor, the executor and executrix took possession of the cottage, and paid back the £16, but not the amount for the goods, it being agreed that the original contract should be at an end.

For the defence, a bill was produced which a shopman of plaintiff's had receipted, but no proof of payment. Plaintiff stated that this was done by the shopman at plaintiff's request, but no money was received. The judge then said that the signature was *primâ facie* proof of payment, and that the only way to meet it was by the production of the shopman; and the case was adjourned for that purpose.

At the adjourned hearing, the plaintiff produced the shopman, but at considerable expense, as he lived at some distance. The shopman proved that no money passed. The judge then decided that as these goods formed part of the consideration money for the cottage, they were paid for, and the defendants were not liable.

As this decision seems somewhat strange, one would like to have the opinions of some of your readers; as one would have thought that there was no need of putting the plaintiff to the expense of the adjournment if this was the judge's opinion. It appears to me, that, at the death of the vendor, the contract, although binding in equity, yet at law was incomplete, that the parties waived the orginal agreement, and, therefore, the liability of the defendants arose. If not, how must they be sued?

Lex.

Review.

A History of the French Bar, Ancient and Modern, comprising a notice of the French Courts, their Officers, Practitioners, &c., and of the System of Legal Education in France. By Robert Jones, of Lincoln's-inn, Esq., Barrister-at-Law. London: Benning & Co. 1855.

In the various controversies respecting legal education which have attracted so much attention, we have heard a great deal of the example of the French. The subject is, however, one upon which there is more talk than knowledge; and we, therefore, feel much pleasure in bringing under the notice of our readers a book which gives a very complete account of one of its branches. Mr. Jones confines his attention to the French *avocats*, and says nothing of the *procureurs*, *notaires*, and *avoués*, who discharge the functions which in England fall to attorneys and solicitors. In some future edition, he might advantageously add some information upon the division of labour between the three classes which we have mentioned, and upon the conditions which are imposed upon those who wish to enter them. In the meantime, we must be thankful for what we have got. The matter is interesting, and the manner plain and unpretending.

The first stage of the *avocat's* education is under the direction of the University of France, and consists in the acquisition of the two degrees of Bachelor and Licentiate of Laws. There are nine academies at which these degrees are conferred—Paris, Dijon, Grenoble, Aix, Toulouse, Poitiers, Rennes, Caen, and Strasbourg. They are only granted to those who have previously obtained the degree of *Bachelier-ès-Lettres*. In order to obtain these degrees, the student has to pass through four examinations, which test his acquaintance with the institutes, part of the pandects, the *code civil*, the *code penal*, the *code de commerce* the *code de procedure*, and the laws of public administration. He has also the opportunity of presenting himself as a candidate for certain prizes, awarded by the result of a competing examination, and of passing through extra courses in legal history and international law. The course may be commenced at sixteen, and may be concluded in three years; but is generally commenced later and continued longer. A Licentiate in Laws may present himself to the Faculty of Advocates, at Paris or elsewhere, as a candidate for a call to the bar. If he obtains it, he enters upon his *stage*, or probation, and becomes an *avocat stagier*. This part of his career corresponds in many respects to what we mean by "keeping terms." The *stagier* is still under discipline, and is not a full *avocat* until the end of three years, after which time he may be inscribed on the *tableau*, or list of practising advocates. The discipline of the *stagiers* consists in their obligation to *assiduité*, which is ascertained by a registry of their attendances in court, and at certain *conférences*, or moots, which are held once a week under the presidency of the *Bâtonnier*, or President of the Council of the Faculty, assisted by two other members. Though still under discipline, the *stagier* is an advocate, and is allowed, with some exceptions, to do whatever a full *avocat* may do. Indeed, arrangements are made for affording him an opportunity of displaying his talents. The *Conference* gives gratuitous legal opinions to the poor; and those who distinguish themselves at its debates are nominated *ex officio* as counsel to undefended prisoners.

If our own system were carried out as it ought to be, by means of compulsory examinations, we think it would be the better of the two. The length of study required in France is such that it must practically exclude from the profession almost all persons who are not destined to it from boyhood; a division of authority between the Inns of Court and the Universities, analogous to the system above described, would scarcely be desirable; and we are very sceptical as to the advantages of debating clubs, under whatever superintendence. When, however, we have made allowance for these differences, the comparison between French and English legal education is sufficiently mortifying. We can feel no doubt whatever as to the intrinsic soundness of the French practice of enforcing scientific acquaintance with the principles of law on all persons who are to make it their profession. The distinction between trades and professions is merely nominal, unless the practitioners of the latter are distinguished by the scientific cultivation of the subject-matter of their occupation; nor is there any more effectual way of preserving a pure system of law, or of reforming a corrupt one, than that of taking care that all who are to practise it shall be impressed with the fact that it is, or ought to be, a science capable of being scientifically taught. To the neglect of this principle in England we must mainly attribute the intricacy, obscurity, and chicanery of many parts of our own law.

The status of the *avocat*, when he has attained his full standing, differs much from that of a barrister. In France, there are local bars, not only at the seats of each of the twenty-seven *cours impériales*, but at all the other capitals of departments, and in many of the towns which possess tribunals of first instance. Each of these has its own *tableau*, its own council, and the absolute control over the professional conduct

and prospects of its own members. The last part of Mr. Jones's book is occupied by a translation of the rules of etiquette of the bar of Paris, constituting, he enthusiastically tells us, the advocate's "professional religion." This document consists of 101 rules, collected by M. Mollot, bearing an official character. There is a *naïve* solemnity about some of them which is amusing to an Englishman. For example, M. Mollot tells us there are four "essential and rare qualities—probity, disinterestedness, moderation, and independence"—whence flow all the proprieties of the bar. Their practice is expressly enacted in the 14th article of the *ordonnance* of the 20th of November, 1822. Some of the breaches of these cardinal virtues sound very odd. Thus:—

"Rule xvii. It is a breach of moderation for an advocate to expose himself to scandal or ridicule by seeking to produce an *effect* in court, by means of diving into the depths of pathos, and is sometimes even a disciplinary offence."

Again, puffing is a breach of probity:—

"Rule vi. Imitating that pretended philosopher of antiquity, who announced himself, by placards, as possessing the means of gaining a bad cause, would be worse than improbity—it would amount to infamy."

Further, the bar is a family; and on "entering its sanctuary," we have the following piece of advice:—

"Rule lxxvi. An advocate should never make abuse of his wit to turn a brother advocate into derision, still less to persecute him with reproach or contempt."

The virtue of disinterestedness about fees is inculcated with what seems to us rather ostentatious, if not affected, delicacy; and there is something not very pleasing in the jealousy with which a variety of occupations are declared to be incompatible with that of an advocate, and to justify his omission for the time from the *tableau*. An advocate, for example, may not be engaged in commerce; he may not give lessons in French, in classics, or in mathematics; he may not be professor in a school or college; he may not be director or manager of a newspaper; nor may he be "the husband of a woman who keeps a boarding-school," if he is "in community of goods" with her. Our national love of independence would not submit very readily to the government of the French bar. The administration of the professional code is intrusted to a council, which in Paris consists of twenty members, and judges without appeal all infractions of discipline and all public disregard of morals, having the power of suspending or expelling members from the order. Thus, the council will take notice of endorsing bills, setting up discreditable defences to actions, "speculations in buying or selling real property," and every description of agency. More extraordinary still is the assertion of M. Mollot, that, "it is hardly necessary to observe, that, should an advocate, forgetting himself and his duty, make any attack, whether in pleading or writing, on religion, public morals, the laws, or the established authorities," the council would at once "repress" him. There is obviously no limit to such a jurisdiction, except the personal good sense of the members of the council. Apart, however, from these less pleasing features, there is much in the condition of the bar in France which deserves attention. Both in civil and criminal business the *avocat* seems to be far less the mere mouthpiece of his client in France than in this country. He may be consulted personally without the intervention of an attorney; he exchanges briefs with the counsel on the other side before the hearing; and he is, to a certain extent, responsible for the character of the defence. For example:—

Rule xxxvii. Giving an opinion according to the statement of the client, *positis ponendis*, is not fulfilling his duty. Counsel should only rely on their statement so far as he is himself enabled to verify the documents and facts of the case. And

Rule xxxviii. If a cause appears to be bad or unjust, an advocate will decline it without hesitation, even though he should have advised thereon or accepted it under error; for he would be sure to support it badly, and be compromising his oath. "When he doubts" as to the morality of the case, he should always refuse, otherwise his own may be suspected.

It must, however, be borne in mind, that there is nothing in France answering to our *Nisi Prius* business; all evidence in civil cases being documentary. It may also be worth remarking that, in France, the practice of taking fees and not appearing at the hearing is expressly forbidden and severely punished. Even when one *avocat* gets another to appear in his place, he must return his fees. The same principles obtain to some extent in criminal cases. The French do not, as we do, consider a criminal trial as a struggle between the prosecutor and the prisoner, in which the judge has to see fair play; but an investigation by the court. All prosecutions being conducted by public officers, the "*avocat*" never has to appear against the prisoner, and he seems to be a sort of extra member of the tribunal, charged with the duty of influencing its deliberations in the prisoner's favour. Thus, he does not cross-examine the witnesses for the prosecution, and he constantly pleads, not in denial of the prisoner's guilt, but in extenuation of his punishment. It is possibly upon this principle that every prisoner in France is defended by counsel. If he has not retained them, they are nominated for him, *ex officio*; and in cases of importance, the most eminent counsel at the bar are often chosen for the purpose, and are sometimes compelled, in the execution of their duty, to take long journeys at their own expense.

We have been obliged to confine ourselves to a few of the more striking points of this valuable book. We would suggest to Mr. Jones the propriety of a somewhat less literal translation. He has adopted his course advisedly, but we cannot quite consent to such words as "reglementary," or to such idioms as "the advocate considered in the spontaneity and intimacy of his actions;" and, on the other hand, we should have preferred the retaining of the French technical names to the translation of *stage* into "probation," *bâtonnier* into "president," and *tableau* into "table." Allowing for such slight blemishes as these, we have seldom met with a work more instructive or more modest.

The Forthcoming Revolution.

Thoughts of a Solicitor of Thirty Years' Standing on the Registration of Titles.

I have watched with great interest all the important Reports of Commissioners and Legislative Committees on legal changes since Lord Eldon's Chancery Commission Report of 1826; but, by a long interval, there has been none proposing such vast changes in legal affairs as the one now before me. The Chancery and Common Law Commissions, for instance, deal with offices and practice only. They propose little more than the milliners do when they put forth new fashions in dress. They propose the old thing, or something very like it, with only a new name. Generically, they leave most things as they were. Except a little as to rules of evidence, there is no fundamental overturning of old ways proposed. This Report, on the other hand, proposes a total overthrow of old principles; a generic change in the very essence of our system of Real Property Conveyancing. And not only is the change proposed so extensive, but, from what I learn of the concurrence of all political parties on the subject, it will, at no distant period, be unquestionably carried out pretty much after the plan here proposed.

The project has been several times commented on in the columns of this paper, and need not be further explained than by saying that it places land, for the purpose of sale, and as between vendor and purchaser, as nearly as possible in the position of stock or railway shares; registering the names of those who have powers of sale, and treating them *in facie mundi* as absolute owners; making a conveyance from them good, as against their *cestuis que trust*, &c., and discharging the purchaser from looking to the character of the vendor, or to his right to exercise the power of sale which his being on the register-book is to confer upon him. A stock-*holder* is by no means always a stock-*owner*. Near two-thirds of the public funds, on the contrary, are held by trustees under settlements or wills; and the object of the plan under consideration is to make a register of landholders, or rather of legal estate holders, and to say that, as towards the world at large, every estate must and shall always have a registered somebody, who (if not prevented through a *distringas* or otherwise by his *cestuis que trust*) may be dealt with by the rest of the world as owner.

"Just as the feudal law (says the Report) required that the freehold should always be filled by one capable of contributing to national defence, and performing the duties of a feudal follower, so the spirit of commerce now demands that for its purposes also the fee-simple in land shall always be represented and be in the possession of persons capable of fulfilling those new duties and offices which the ownership of land in the present state of society entails or involves."

The Incumbered Estates Court in Ireland has been established on this theory; but perhaps a more practical way of looking at the commercial value of the object the projectors of the scheme have in view, would be to ask what would be the effect on the price of the funds if the law required a sixty years' abstract of title to funded property to be shown and examined, as is now required as to land? In other words, given ordinary consols at 94, and pass a law to-morrow requiring all stock held by trustees to be dealt with as land and the title to be investigated, and all *cestuis*

que trust to join in transfer, or be otherwise duly barred, would those trust consols fetch 73? If not, then seven years' purchase would be struck off the price of all consols under that category; and then, say the projectors, why should not seven (or other equivalent) number of years' purchase be added to the price of all land, if we throw over the present method, and adopt the stock principle of title and conveyance? It is really the commercial value of the measure that has made the Incumbered Estates Act so prized for Ireland, and not at all, in the same degree, the anti-absentee object of the Act. The project of granting warranted titles when required, is in effect one for applying the principle of the Incumbered Estates Act to all English lands, whether or not under mortgage. The requirement of an incumbrance to give operation to that Act is purely absurd.

The first observation that strikes me on the whole of this scheme, and on the Report generally, is, that the scheme, good or bad, has peculiarly a purse and client origin. It is a scheme peculiarly emanating from considerations (perhaps mistaken) of what the landowner can get by a change. It is impossible to look at any one of the ponderous volumes of Commissioners' Reports since 1826, and not to see that this vital consideration has been almost altogether out of view in them. The first question that occurs to a solicitor is, How comes it here? A comparison of the money spent and time taken, under various conflicting legal systems, is the true *experimentum crucis* in all inquiries as to methods and procedure. Good or bad law, in the judgement, it is well known, is of far less commercial value than quick and cheap decision. The value of all property is deteriorated far more by bad procedure than by blundering judges. Legally considered, Eldons may be the best judges, but, commercially, they are the worst imaginable. How, then, is it that we find, for the first time almost, these tests of merit throughout this report? Because the keepers of the client's purse—the solicitors—have been at the bottom of the whole affair. One or two solicitors seem to have been the projectors of the details. Indeed the paper of one of them, in the appendix, gives a far more lucid and comprehensive notion of the whole scheme, in a few pages, than the report itself does in half a hundred. But the real authors of the scheme (whether they know it or not) I should say, are the body of solicitors, and, perhaps, I may say, the council of the Law Institution. I dare say that august body will disclaim it vehemently, but it is the truth all the same. These parties opposed the old Government bills for registering deeds *in extenso*, and, at the same time, leaving the rules as to equitable interests, &c., as they exist now, their opposition being on grounds which inevitably lead to one of two conclusions—viz., that there can be no land register at all, or that it must be such a one as is here proposed. They showed that to register all documents affecting a title *in extenso*, and to make each and all these registered documents evermore a part of the title, would be so to incumber, and over-lay, and smother real property, that the project would be ruinous to the owners. The conclusion the landowners came to, and which led them* to advise the Crown to issue this commission, was inevitable. "Why then," said they, "should we trouble ourselves with clearing up the title to all equities when we sell land, any more than when we sell stock?"

This scheme, truly great for good or for mischief, is therefore entirely the production of solicitors, and has entirely had its rise in considerations peculiarly emanating from the custody of the client's purse and pecuniary interests. The scheme at present is not of compulsory application. If it prove bad on trial, it will die a death of inanition. If put on compulsorily, it will either play the devil with the landowners, or it will certainly raise the marketable value of every landed estate five or six, or possibly eight or ten years' purchase; and whichever it does, the solicitors who devised it must have the blame or praise.

A few somewhat small observations, mostly of detail, have occurred to me on the report. The phrase "Registration of Title" is not a good phrase; nor is "the Registration of Ownership." As above observed, the word *owner* is not correlative as to land, with *holder* as to stock or shares. The thing really proposed to be registered is the possession of powers of sale. Much of difficulty in the public comprehension of this project will arise, I think, from inattention to the above distinction.

The Report proposes (what would be very valuable as to stock) a power to parties to register titles in two or more names, with a note in the book that there is to be no survivorship as between the registered owners. We solicitors often open deposit accounts on this basis; and it would afford an almost absolute protection against frauds in trustees if it could be adopted as to stock. There seems, however, a little confusion in the Report on this point, as it elsewhere proposes to prohibit tenancies in common in registered ownerships (see ss. 66 and 81).

The registration, by a separate register, of incumbrances, seems to me open to the greatest question. If such a registration is really necessary, then, I think, the whole scheme will fail. The distinction between legal and equitable rights is one existing in the very nature of things, and not to be ignored without the utmost mischief. Courts of law look at rights as between two adverse claimants of the same thing, and these rights are all that signifies for purposes of market overt. The present scheme, in its general outline, proceeds on this distinction. It is to register legal ownerships only, and to discard equitable ones. A first mortgage is a legal transfer, and could be registered as such. All subsequent ones are equitable only, and are not more entitled to registry, and less require the protection of a registry, than all the equitable rights of *cestuis que trust*. The law allowing mortgages of ships to be registered will, I think, be found to be a mischievous one. It gives rise to endless litigation, all of which would have been saved if the mortgage had to the world been an out and out sale. As long as other equities in ships were prohibited by Act of Parliament, this one exception was necessary. Now it is, I conceive, only mischievous. It seems to me that the view of the Commissioners in the 73rd paragraph of the Report, prohibiting equities arising out of notice, are open to grave question, on the same grounds as have led to the re-establishment of equitable doctrines in the shipping law.

The index part of the affair seems to me the least considered, or perhaps it may be the most obscurely expressed, part of the Report. The object is, that, with reference to every or any piece of land, the state shall possess a book showing who may sell it, or answer (as the Report says) for its feudal duties. Given the piece of land, who is the registered owner? If this is the question; the land, with its metes and bounds, must be the basis of all indexes, and not names of men. The land, too, is permanent, and the owners perishable and transitory.

I strongly agree with the Commissioners, that the registrar must be a ministerial officer only, and not judicial.

"We agree (they say) in an observation contained in the evidence before us, that there is no feeling more strongly rooted in the public mind than dislike of official interference with their private affairs; and any system must be considered practically impossible, however theoretically perfect, which would render the approval or sanction of a registrar necessary for the completion of transfers, or would give him any discretionary power to prevent them."

This remark bears on the question of registering equitable interests. Nothing is more objectionable than that the state should undertake to regulate, or manage, or be the active bailiff or trustee of parties as to private rights created *inter se*. Land is, in a sense, like air; a thing which every one born into the world must have certain rights in, or he cannot exist. He must have ground for his mother to lie down on, and himself to put his legs upon. Space is a condition of all life. Land is not like an article made by the hand of man, and having no existence but by his effort; but it is a common property, given in great part to private individuals, that it may be protected and fenced and cultivated. The public need requires such cultivation, and sometimes, as for public works, its resumption by the public, on equitable terms. The public may well, therefore, require, and the owner well desire, that, as between the owner and the public, some feudal owner shall be on the register—on what I may call the great court-roll of the state. But as between this owner and his wife, or his children or creditors, it seems to me contrary to the first principles of good legislation that the public should interfere, otherwise than by serving a mere notice or caveat. We might as well appoint a public board the universal trustee, or hand that office for all the kingdom over to the official assignees in bankruptcy, who I do not doubt have often held conclaves how they could capture such a prize. Indeed, when the Legislature last session gave them a right to wind up the affairs of companies who have no creditors, it did really do in part what I am deprecating as a false and mischievous interference by the state in what parties should be required to do for themselves. Two more points occur to me. The Commissioners consider that their scheme will not "make equitable or secondary estates more marketable than they now are." But surely if it answers at all, it will. Suppose real property conveyancing law applied to-morrow to stock, what would be the depreciation in the value of reversionary interests in stock?

* The House of Commons Committee which advised this commission was very much a landowners' committee.

The Commissioners say—"It has been well said that the greatest condemnation of the existing system of lending money on land is the reluctance which bankers, the natural traders in loans, have to lend on mortgage or judgment. The security which they refuse, careless trustees, ignorant people who have savings, and widows and others who have some small provision, are advised to accept, and in this way the whole risk of bad security is thrown on the classes least able to bear it." This is surely fallacious. The rule as to what are proper banking securities turns on the shortness of the time in which the securities are self-converting, and for which the loans are contracted. Bankers are not the proper persons to lend on mortgage. Insurance offices are.

In conclusion, that never-ending *fiat experimentum in corpore vili* principle indicated in the now every-day proposal to apply the scheme to Ireland first, is rather laughable. I should have said, apply it to Middlesex or Yorkshire first; and turn an execrable registry into one which a little experience will determine either super-excellent or ruinous. Experience is the true analyst. And the Commissioners' plan is, in one respect, most wise—viz., that it does not compel any one to adopt it, but leaves its use for the present entirely at each man's option. Open new roads without closing the old, is the cardinal rule in all wise reforms of procedure.

Finally, I would add that I believe the scheme will answer; and if it does, it will be one of the greatest measures which ever were taken for legal improvement.

Parliamentary Practice on Private Bills.

(*Continued from p. 338.*)

The prospectus of a new company is one of the first things which demands the attention of promoters of private bills. The same kind of details have to be collected for all works of any magnitude—such as railways, docks, harbours, and other works of a similar nature; and as the undertakings of joint-stock companies are looked on now rather as an opportunity for investment than as an excuse for speculation, the prospectus ought to be based on a fair calculation of probable traffic or commerce, as the case may be, and, in fact, as an indication of the policy of the promoters, and the grounds upon which their claim for public support is founded.

Every abuse is sure to be the means, directly or indirectly, of doing some good; and so with prospectuses. Those who had experience of the visionary absurdities—for they deserve no better name—which were issued during the speculating mania, will remember that schemes which were put forth by *bonâ fide* companies frequently fell to the ground in consequence of the mistrust which had arisen, generally owing to the trash which appeared in the columns of the papers for the sole purpose of catching dupes. Now, however, a prospectus is a very different thing. It should be as concise as possible, and state in the plainest language the main features of the proposed undertaking—the wants of the district through which the works will pass, or in which they will be made; the amount of traffic or merchandise which will probably arise or be diverted into the new district, and any other striking points which will catch the eye, and also bear the scrutiny of men of business.

It is of great importance, in all cases where a new district is to be accommodated, or where the resources of any locality are to be developed by means of a new railway, or other scheme, to annex to the prospectus a small coloured map, showing the advantages to be afforded by the projected undertaking. Independently of honesty of purpose—which, of course, should regulate the preparation of all advertisements in the nature of prospectuses—it must be born in mind that it is all important that great accuracy should prevail, as no more dangerous weapon can be put into the hands of an adversary than a prospectus which may be pulled to pieces in the committee-room. Subscribers are easily led by the features which matters assume before a select committee; and it not unfrequently happens that a few faint-hearted subscribers may prove a great clog to proceedings on the very eve of success—more particularly, as in the event of the opponents disproving some of the facts of the prospectus, they may imagine that a mistake, which has arisen from inadvertence, is really a fraud.

The form of the prospectus is usually the same. It generally commences with the title of the company, the amount of capital, names of the directors, solicitors, bankers, brokers, and secretary. It should be published in the leading London and local newspapers, together with the form of application for shares. This being done, the company may be considered as fairly started; and unless some unexpected obstacle occurs which nips the thing in the bud, the promoters will be justified in taking the preliminary steps towards obtaining an Act of Parliament.

It may, however, be observed, before quitting the subject of the prospectus, that a very good mode has latterly been adopted of testing the *bona fides* of applicants for shares—which is, inserting a proviso in the prospectus that no applications for shares will be noticed by the directors unless accompanied with a cheque for one or two pounds (as the case may be) per share as a deposit on making the application. This preliminary deposit, of course, is returned immediately in the event of the shares being refused; but, if they are granted, it goes towards the deposit on the allotment. The application for the shares may be made even stronger than this, and contain an undertaking on the part of the applicant to forfeit the preliminary deposit *in toto*, in the event of the allottee not paying the full deposit on the shares allotted, and signing the deed of settlement or subscription contract. This has been found in practice to do away, in a great measure, with the swindling which occurred in 1845, when men of straw procured allotments, and sold their letters on the Stock Exchange.

Assuming, therefore, that the prospectuses are published, and that the new scheme embraces objects which come within the scope of second-class bills, three separate branches of the preliminary proceedings require the immediate attention of the solicitor—viz., the plans and sections, book of reference, and parliamentary notices. The main points of the notices and book of reference are so entirely dependent on the plans, that it will be better to speak first of the preparation of the plans and sections.

A new practice has been introduced within the last few years by which it becomes necessary to prepare and deposit plans and books of reference, in all cases where lands and houses are required to be taken compulsorily, under the powers of first-class bills; so that, with the exception of the preparation of the section, which is purely the engineer's work, the same work has to be done in respect of all bills where lands and houses are required to be taken compulsorily.

The nature of the works having been once settled, the plan does not come immediately under the solicitor's notice, in the first instance, unless points are submitted to him by the engineer, until it is put into his hands for the purpose of taking the reference. Parliamentary engineers, under which name all, or almost all, London engineers of any importance are included, are fully acquainted with the details required by the standing orders of Parliament; but should any new order be passed in either House of Parliament, which affects the preparation of the engineering documents, the attention of the engineer should be immediately called to it. In order to relieve himself of all responsibility, it is not a bad plan for the solicitor to prepare and keep revised, from time to time, instructions to engineers and reference takers, as regards the preparation of parliamentary deposits.

It may here be stated, once for all, that where the reader is referred to any standing order, the reference will be indicated by brackets thus [H. C. 62] [H. L. 170]—these abbreviations being "House of Commons Standing Order, 62;" "House of Lords Standing Order, 170;" and when the practice in both Houses is similar, one reference only will be given.

It will always be found better to have the plans prepared on a scale not less than a quarter of an inch to every hundred feet, as, in all cases where plans are on a less scale than the last named [H. C. 43], it involves the necessity of making separate plans of all buildings, yards, court yards, or lands within the curtilage of any building, or any ground cultivated as a garden, either in the line of the proposed works, or included within the limits of deviation.

The plan must, in any event, be on a scale of not less than four inches to a mile, and must describe the lands intended to be taken; and, in case of bills of the second-class, must also describe the line and situation of the whole work (no alternative line or work being in any case permitted), and the lands in or through which it is to be made, maintained, varied, extended, or enlarged, or through which any communication to or from the work shall be made.

The plan must describe [H. C. 44] all brooks or streams which are intended to be diverted into any cut, canal, reservoir, aqueduct, or navigation, or into any variation, extension, or enlargement thereof; and in the case of railways, the distances measured from one of the termini must be marked on the plan in miles and furlongs, and a memorandum of the radius

of every curve not exceeding one mile in length must be noted in furlongs and chains [H. C. 45]; and when tunnelling, as a substitute for open cutting, is intended, it must be marked by a dotted line on the plan. The only other point for immediate notice on the plan is the diversion of roads [H. C. 46]. It is necessary to mark upon the plan any diversion, widening or narrowing of any turnpike road, public carriage road, navigable river, canal, or railway.

The plan for a first-class bill differs from that of a second-class bill, inasmuch as it is simply required to be a ground plan of the space intended to be occupied, and the proposed works—such as a market, house, church, or other building—need not be shown in the same way as the line of works is required to be shown on the plan of a second-class bill.

The model of a plan and section are annexed to the standing orders of the House of Commons, and contain all the particulars necessary for the guidance of the engineers; but there are some points connected with the section to which it will be as well to call attention here [H. C. 48]. In the first place, the section must be drawn to the same scale as the plan, and to a vertical scale of not less than one inch to every hundred feet, and must show the surface of the ground marked on the plan, the intended level of the proposed work, and the height of every embankment, and depth of every cutting.

A datum horizontal line, which shall be the same throughout the whole of the work, or any branch thereof respectively, must be referred to some fixed point, stated in writing on the section, near some portion of such work; and in the case of any canal, cut, navigation, turnpike or other carriage road, or railway, near either of the termini. The datum line is simply an imaginary line by which the levels of the work can be tested. The only difficulty, or rather precaution, in fixing the datum point, is to be sure that there is nothing ambiguous in the description—for instance, a datum point described as 200 feet below the Weigh Bridge, in the town of Blank, would be bad, as the Weigh Bridge is a moveable thing; but 200 feet below the easternmost corner of the upper sill of the Weigh Bridge would be good. The datum point must be fixed and immoveable, and be so clearly defined that any one going on the ground with a copy of the plan and section would be able infallibly to pitch upon the precise spot with ordinary care. When it is possible, it is always well to refer to some fixed point in any known public building or thoroughfare—such as 200 feet below the key-stone of the centre arch of a public bridge, or the top of the lowest step of the principal entrance to the county gaol in Queen-street, Exeter.

In all bills for improving the navigation of rivers, the section must specify the level of both banks of the river; and if any alteration is intended therein, it must describe the same by feet, inches, and decimal parts of a foot [H. C. 49].

There are various special provisions as regards sections for a railway [H. C. 49 to 55 inclusive]. In every section for a railway, the line of rail marked thereon must correspond with the upper surface of the rails. The distances must be marked in miles and furlongs corresponding with those on the plan. The vertical measure from the datum line must be marked in feet and inches and decimal parts of a foot at each change of gradients, and the rate of inclination between each change of gradient must also be shown. The height of the railway over, or depth under, all turnpike or public carriage roads, navigable rivers, canals, and railways, and the height and space of all bridges and viaducts, must be marked in figures at every crossing. All level crossings of turnpike or public carriage roads, or railways must be marked: it must be also stated whether the level will be unaltered. If the water level of any canal, or the level of any turnpike, or public carriage road, or railway is intended to be altered, the extent of alteration must be stated on the section, and numbered; and cross sections numbered to correspond with that marked on the section must be prepared to a horizontal scale not less than one inch to every 330 feet, and to a vertical scale of not less than one inch to every forty feet. These cross sections must show by figures the present and intended rates of inclination of such roads and railways, as well as the present surface thereof, and the intended surface when altered. A cross section is also required when any public carriage road is crossed on the level. These cross sections must extend for two hundred yards on each side of the centre line of railway.

The height of embankments and depths of cutting exceeding five feet, and the extreme height over or depth under the surface of the ground, must be marked in figures upon the section; and if any bridge or viaduct of more than three arches intervenes in any embankment, or if any tunnel intervenes in any cutting, the extreme height or depth must be, in each instance, marked in figures. And, lastly, when tunnelling as a substitute for open cutting, or a viaduct as a substitute for an embankment, is intended, it must be marked on the section.

The foregoing details principally affect the engineer; but still it is the solicitor's duty to see to the general accuracy of the plans and sections—such as, the parish boundary being rightly delineated on the plans; that no public carriage roads are omitted; that the datum point is sufficient; and, in fact, that all the requirements of the standing orders are complied with. For accuracy of measurements, and all matters of that kind, he is, of course, dependent on the engineer; but, as will appear in the next paper, the solicitor is obliged to make himself so intimately acquainted with every yard of the ground proposed to be taken, that such a serious omission as the non-insertion of a cross section of a public road, or any other glaring mistake of a similar nature, would fall very heavily on his shoulders.

In the next paper it is proposed to treat of the book of reference, and the preparation and service of the parliamentary notices.

(To be continued.)

Court Papers.

Chancery.

CAUSE LIST. Easter Term, 1857.

☞ *The following abbreviations have been adopted to save space:—*

A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Csts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. D.* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearing—*S. O.* Stand over—*Sh.* Short.

LORD CHANCELLOR.

Appeals.

Eaton *v.* Hazell
Eaton *v.* Hazell
Stephens *v.* Powys
Lloyd *v.* The Solicitors' and General Life Assurance Society.

MASTER OF THE ROLLS.

Causes, &c.

Meredith *v.* Vick (Fur. consen. and petition, part heard)
Findon *v.* Findon (Motion for dec.)
Stainton *v.* Carron Co. (Mtn for dec.)
Earl Lanesborough *v.* Moore (do.)
Irewin *v.* Hamer (Cause, *April 17th*)
Spencer *v.* Pearson (Mtn. for dec.)
Wing *v.* Roof (Claim)
Faulkner *v.* Jeffery (Fur. consen. and motion to vary certificate)
Regent's Canal Co. *v.* Ware (Mtn. for decree)
Chorley *v.* Bellett (ditto)
Hampson *v.* Hampson (ditto)
James *v.* Gibbon (4) (F. D. & costs)
Blandy *v.* Kimber (Mtn. for dec.)
Robinson *v.* Anderson (F. C. and 2 motions, and Defendant's motion)
Devayne *v.* Robinson (Mtn. for dec.)
Ridpeth *v.* Houghton (ditto)
Cavendish *v.* Greaves (ditto)
Anthony *v.* Croughton (do. *April* 24)
Att.-Gen. *v.* Prettyman; Att.-Gen. *v.* Dean, &c. of Lincoln — Exons. to report.
Att.-Gen. *v.* Prettyman; Att.-Gen. *v.* Dean, &c., of Lincoln — Fur. dirs. and costs
Att.-Gen. *v.* Prettyman; Att.-Gen. *v.* Bishop of Lincoln — Fur. dirs. and costs
Granger *v.* Powers (Cause)
Paine *v.* Ryder (ditto)
Fowler *v.* Wyatt (ditto)
Tompson *v.* Tidswell (Mtn. for dec.)
Barrow *v.* Wadkin (ditto)
Cottam *v.* Philipps (ditto)
Terry *v.* Watmore (Cause)
Jones *v.* Williams (ditto)
Rabbeth *v.* Minter (Motion for dec.)
Prescott *v.* Grieg (ditto)
Knight *v.* Bowyer (Cause)
Jones *v.* Williams (Mtn. for dec.)
Nicholson *v.* Gunn (ditto)
Spencer *v.* Lockney (Special Case)
Little *v.* Arthur (Motion for decree)
Hall *v.* Giles (ditto)
Dixon *v.* Walcott (ditto)
Milward *v.* Jones; Lyster *v.* Jones — (Cause)
Jonas *v.* Cannan (Motion for dec.)
Packman *v.* Vivian (Cause)
Stidolph *v.* Dickinson (Mtn. for dec.)
Noble *v.* Brett (otherwise Hodges) (Motion for decree)
O'Hara *v.* Vile (Motion for decree)
Jeffery *v.* Orbley (Cause)
Swift *v.* Swift (ditto)
Vincent *v.* Spicer (Fur. consen. and summons to vary certificate)
Dixon *v.* Dixon (Motion for decree)
Cattlow *v.* Daniel (ditto)
Rowland *v.* Brewer (Fur. consen.)
Randall *v.* Daniell (Motion for dec.)
Freeman *v.* Stokes (Fur. consen.)
Bainbrigge *v.* Orton (Cause)
In re Sarah Yeomans; Yeomans *v.* Haynes — (Fur. con.)
Longstaff *v.* Barker (Cause)
Gascoyne *v.* Ellis (Mtn. for dec.)
Cowlishaw *v.* Hardy (Fur. consen.)
Bridges *v.* Longman (Fur. consen. & 2 summonses
Halcroy *v.* Woodyard (Claim)
In re Moore; Moore *v.* Moore — (Fur. consen.)
Cotesworth *v.* M'Gachen (M. for D).
Marriott *v.* Reynolds (ditto)
Sherwood *v.* Grice (Fur. consen.)
Baldwin *v.* Cronin (Mtn. for dec.)
Anderson *v.* Anderson (ditto)
Tugwell *v.* Scott (Cause)
Hawksworth *v.* Hawksworth (ditto)
In re Judson; Wentworth *v.* Westrop — (Fur. con.)
Priestman *v.* Tindall (Fur. consen. and summons)
In re Graham, deceased; Graham *v.* Graham — (Fur. consen.)
Close *v.* Gordon (Fur. consen.)
Moor *v.* Abbott (Motion for decree)
Collett *v.* Dixon (ditto)
Winkworth *v.* Winkworth (ditto)
Dempster *v.* Graham (ditto)
Lacy *v.* Read (ditto)
Attorney-Gen. *v.* Holmes (Fur. con.)
Ridley *v.* Tiplady (ditto)
Owens *v.* Kirby (Motion for decree)
Attorney-Gen. *v.* Hall (Fur. consen.)
Page *v.* Page (Cause)
In re Hale; Webster *v.* O'Connor — (Fur. con.
Benson *v.* Pocklington (Motion. for Decree)

LORDS JUSTICES.

Appeals.

Pain v. Coombs
Agnew v. Pope
Perkins v. Green
In re Green
Green v. Green
Emmott v. Emmott (2)
Lanham v. Pirie
Jones v. Farrell
Jones v. Pitt
Stephens v. Stephens
University of London v. Yarrow

Causes, &c.

Smith v. Lakeman (F. C.) (*April* 16*th*) | Smith v. Durrant (Mtn. for decree)

VICE-CHANCELLOR SIR R. T. KINDERSLEY.

Causes, &c.

Saunders v. Saunders (Cause)
Lambert v. Maynard (Fur. consn.)
Harcourt v. Harcourt (Mtn. for Dec.)
Wakeford v. Warman (ditto)
Strangways v. Bishop (Claim)
Andrews v. Pugh, Andrews v. Sturgis } (Fur. con.)
Wentworth v. Chevell (F. D. & csts.)
Hurst v. Gregory (Special case)
Shepherd v. Shepherd (Mtn. for dec.)
Ewart v. Williams, Williams v. Ewart } (Exceptions to Master's report)
Cannock v. Jauncey (Cause)
Cannock v. Higgins (Mtn. for dec.)
Dawes v. Barnes (Cause)
Browne v. Paull (4) (F. D. & costs)
Seed v. Lee (Cause)
Maddy v. Hale (Fur. consn.)
Siddon v. Litchfield (Mtn. for dec.)
Sharples v. Marsh (3) (F. con., Sh.)
In re Howell, Howell v. Sharpe, Howell v. Roberts } (Fur. consn.)
Hakewill v. White (ditto)
Marke v. Marke (Cause)
Easthope v. Henderson (Fur. con.)
Phipps v. Child (Cause)
Bull v. Robertson (ditto)
Appleyard v. Walker (ditto)
Miller v. Drummond (Mtn. for dec.)
Gibbs v. Eales (ditto)
Owen v. Shepherd (Fur. consn.)
Jamison v. M'Kenzie (Mtn. for dec.)
Clayton v. Newport (Fur. consn.)
Parr v. Lovegrove (Mtn. for dec.)
Turner v. Goodrick (Fur. consn.)
Larner v. Larner (Mtn. for dec.)
Barnes v. Taylor (Cause)
Pennant v. Pennant (5) (Fur. con.)
Pugh v. King (Exceptions to Master's report)
Wilkinson v. East (Claim)
Wood v. Hookway (Cause)
Gregory v. Pilkington (5) (Further directions and costs)
Stanton v. Kersey (ditto)
Martin v. Martin (ditto)
Lamb v. Lamb (Mtn. for decree)
Atkinson v. Kelly (ditto)
Snewing v. Dutton (Cause)
Varden v. Varden (ditto)
Peacock v. Shrubb (Fur. consn.)
Sibley v. Minton (Mtn. for decree)
Wade v. Ward (Claim)
Wilton v. Hill (Further consn.)
Potter v. Wallace (Cause)
Tunally v. Roch (Fur. consn.)
Collingwood v. Row (M. for D., Sh.)
Garner v. Briggs (Cause)
Barkworth v. Young (Motion for decree)
Barton v. Weekes (ditto, Sh.)

VICE-CHANCELLOR SIR JOHN STUART.

Causes, &c.

Dean v. Hall (6) (Fur. dirs. & costs)
Booth v. Coulton (Fur. consn.)
Robson v. Earl of Devon (Cause)
Pattrick v. Eastern Union Railway Company (Motion for decree)
Wenham v. O'Brien (Cause)
Holden v. Holden, Hill v. Dolphin } (ditto)
Price v. Watson (Motion for decree)
The Newry and Enniskillen Railway Company v. Spackman (Cause)
Vint v. Padget (ditto)
Richardson v. Chapman (ditto)
Tollemache v. Dendy (ditto)
Lawrance v. Galsworthy (ditto)
Ford v. Heeley (Motion for decree)
Booth v. Alington (3) (Fur. consn.)
Grote v. Bury (Cause)
Moses v. Baylis (Motion for decree)
King v. King (ditto)
Lunham v. Blundell (ditto)
Jones v. Cullimore (Cause)
Parmiter v. Parmiter (ditto)
Miles v. Whitmarsh (Mtn. for dec.) (short)
Cofield v. Pollard (ditto) (short)
Wright v. Sandars (Cause)
Hariand v. Cass (Mtn. for decree)
Burdon v. Burdon (ditto)
Lane v. Ansell (Cause)
Moore v. Moore (ditto)
Spong v. Straight (ditto)
In re Nash, Roche v. Hand } (Fur. consn. from chambers)
Nelson v. Booth (Mtn. for decree)
Turner v. Hopkins (Cause)
Rogers v. Birkhead (Mtn. for dec.)
Minett v. Goodale (Claim)
Barnes v. Jay (Fur. dirs. & costs)
Napper v. Dendy (F. cons. & smns.)
Barclay v. Pead (Mtn. for decree)
Parmenter v. Campbell (Cause)
Field v. Field (ditto)
Jones v. Williams (Fur. cons. from chambers)
Williams v. Sturgis (ditto)
Williams v. Jones (ditto)
South v. Searle (Fur. consn.)
Webster v. Webster (Cause)
Prudence v. Sutton (Mtn. for dec.)
Manning v. Purcell (Re-hearing)
Inman v. Davison (Fur. consn.)
Basford v. Hopkins (M. for dec.) (Sh.)
Bullocke v. Crowe, Bullocke v. Armiger } (Cause)
Jewson v. Edwards (Fur. consn.)
Waters v. Waters (ditto)
Hodson v. Roberts (Mtn. for dec.)
Halliley v. Henderson (ditto)
Griffin v. Watts (ditto)
Simpson v. Wood (ditto)
Fall v. Elkins (Fur. consn.)
Glenton v. Hewison (Mtn. for dec.)
Tanner v. Barton (ditto)
Denton v. Stansfield (Fur. consn.)
Stansfield v. Denton (ditto)
Hay v. Ker (ditto)
Brumfit v. Morton (Mtn. for dec.)
Edwards v. Foster (ditto)
Scott v. Mayor, &c., of Liverpool (C.)
Gooch v. Slater (ditto)
Forsyth v. Inglis (ditto)
Hartley v. Whorlay (Mtn. for dec.)
Jesse v. Bennett (ditto)

VICE-CHANCELLOR SIR WILLIAM P. WOOD.

Causes, &c.

Score v. Score (Cause pt. hd.)
Wythes v. Labouchere (Exns. to joint answer
Wythes v. Labouchere (Exns. to ans.)
De la Rue v. Dickinson (ditto)
Willoughby v. Chamberlaine (Dem.)
Clarke v. Ronald (Cause)
Janes v. Page (ditto)
Mingay v. Page (ditto)
Manby v. Bewicke (ditto)
Harris v. Combe (Mtn. for decree)
The Marchioness of Londonderry v. Bramwell (ditto)
Monypenny v. Monypenny (F. cons.)
Farebrother v. Arkell (Cause pt. hd.)
Bennett v. Adamson (do.) (*April* 28*th*)
Rowley v. Unwin (Fur. consn.)
Hicks v. Hastings (Cause)
Hicks v. Hill (ditto)
Roberts v. Pollard (Mtn. for dec.) (*April* 21*st*)
Nairne v. Featherston (Cause)
Featherston v. Featherston (ditto)
Ferris v. Goodburn (ditto)
Childers v. Childers (Mtn. for dec.)
Taylor v. Hopkins (Cause)
Marsh v. Marsh (3) (Fur. consn.)
Fowler v. Pierce (Mtn. for decree)
Foster v. Foster (ditto)
Cox v. Bruton (Cause)
Bairstow v. Heywood (Mtn. for dec.)
Cramp v. Playfoot (ditto)
Hounsell v. Edwards (Cause)
Pinnock v. Bailey (ditto)
Thomas v. Thomas (Fur. consn.)
Attorney-Gen. v. Fan (Mtn. for dec.)
Chalmers v. Gordon (fur. consn.)
Blagrave v. Routh (ditto)
Mumford v. Little (Mtn. for decree)
Bosville v. Lord Middleton (ditto)
White v. M'Cullock (Cause)
Rigg v. Rigg (Motion for decree)
Johnson v. Coleman (Cause)
Biggenden v. Kennett (F. consn.)
Grant v. Mills (Cause)
Coombs v. Baker (Fur. consn.)
Leedham v. Chawner (Mtn. for dec.)
Tuer v. Gregory (ditto)
Joel v. Mills (Motion for decree)
The Official Manager of the Royal Bank of Australia v. Connell (C.)
Stansfeld v. Williams (ditto)
Haberdashers' Co. v. Isaac (ditto)
Amiss v. Hall (Fur. consn.)
Tovell v. Eastern Union Railway Company (Motion for decree)
Pollard v. Wilson (ditto)
Matthews v. Amlott (Fur. consn.)
The Co. of Proprietors of the Leaminster Canal Navigation v. The Shrewsbury and Hereford Railway Company (Motion for decree)
Dale v. Atkinson (Special case)
Browne v. The London Necropolis & National Mausoleum Co. (M. for D.)
Bolden v. Nicoly (Cause)
Webb v. Hewett (Motion for decree)
Fasana v. Riccucci (Fur. consn.)
Cumming v. Allen (ditto)
Thomas v. Thomas (ditto)
Wright v. Lamb (ditto)
Ekins v. Morris (Cause)
Parker v. Phillips (Fur. consn.)
Langdale v. Whitfield (M. for dec.)
Couchman v. Dennett (Fur. cons.)
Poulton v. Smith (M. for dec.) (Sh.)
Rushout v. Turner (ditto)
Thornton v. Stevenson (Cause)
Startin v. Packover (Cause)
Carey v. Carey (Fur. consn.)
Cockram v. Rogers (Cause)
Cockram v. Rogers (ditto)
Dugdale v. Robertson (M. for dec.)
Baker v. Armitage (ditto)
Payne v. Batley (ditto)

Exchequer Chamber.

SITTINGS IN ERROR.

The Court will take errors from the Court of Queen's Bench on Thursday April 30, and Friday May 1.

Errors from the Common Pleas will be taken on Saturday and Monday May 9 and 11.

Errors from the Exchequer of Pleas on Tuesday and Wednesday May 12 and 13.

Births, Marriages, and Deaths.

BIRTHS.

BELL—On April 13, at Fron Deg, Conway, North Wales, the wife of John D. Bell, Esq., barrister-at-law, of a son.

BELLASIS—On April 15, at Northwood-house, St. John's-wood, the wife of Mr. Serjeant Bellasis, of a daughter.

DURANT—On April 13, at 3 Clarence-villas, New Windsor, the wife of B. C. Durant, Esq., solicitor, of a daughter.

RAWLINGS—On April 11, at Romford, the wife of Charles J. Rawlings, Esq., solicitor, of a daughter.

WHITE—On April 11, at Urchfont, near Devizes, the wife of H. B. White, Esq., solicitor, Pewsey, Wilts, of a son.

MARRIAGES.

BRADLEY—CHITTY—On Mar. 14, at St. Thomas's Cathedral, Bombay, by the Rev. W. R. Fletcher, M.A., Senior Chaplain, William Henry Bradley, Esq., Surgeon 2nd Regt. Cavalry Hydrabad Contingent, to Josephine, third and youngest daughter of the late Joseph Chitty, jun., Esq., of the Middle Temple.

CONNOR—JONES—On Feb. 26, at Clifton Church, by the Rev. F. T. Hill, James Nenon Brialington, the only son of the late Nenon Alexander Connor, Esq., Stipendiary Magistrate of the Island of Jamaica, formerly Capt. of H.M.'s 71st Regt., to Eliza, eldest surviving daughter of J. A. Jones, Esq., solicitor, of Westbury College, Westbury-on-Trim, Gloucestershire.

DEWAR—HARRISON—On April 14, at Newton Purcell Church, by the Rev. John Meade, rector, William Wemyss Methven Dewar, Esq., youngest son of the late Sir James Dewar, K.C.B., Chief Justice of Bombay, to Augusta, youngest daughter of Mr. John and Lady Louisa Slater Harrison, of Shelswell-park, Oxon.

KENNEY—STEWART—On April 14, at Paris, at the Chapel of the British Embassy, by the Rev. H. Swale, M.A., Charles Lamb Kenney, Esq., of the Inner Temple, barrister-at-law, to Rosa, third daughter of Mrs. Stewart, formerly of Baker-street.

LOWNDES—BYRTH—On April 14, at the Parish Church of Wallasey, by the Rev. Stewart Byrth, B.A., assisted by the Rev. Frederick Haggitt, M.A., rector of the parish, Richard, son of the late William Lowndes, Esq., Judge of the Liverpool County Court, to Anne Stewart, third daughter of the late Rev. Thomas Byrth, D.D., F.S.A., rector of Wallasey.

MOON—FACY—On April 15, at St. Michael's Church, Aigburth, Liverpool, by the Rev. Richard Watson, Vice-President of Queen's College, Cambridge, assisted by the Rev. W. D. Lamb, incumbent of Cobridge, Robert Moon, Fellow of Queen's College, Cambridge, barrister-at-law, to Mary Jane, eldest daughter of the late Robert Pacy, Esq., of Rio de Janeiro and Liverpool.

DEATHS.

BUSIGNY—On April 11, at Bury St. Edmunds, Selina Sarah, relict of William Busigny, Esq., solicitor, late of Stockbridge, Hants.

CANN—On April 3, Isaline Margaretta, second daughter of Abraham Cann, Esq., of Nottingham, solicitor, in the 9th year of her age.

CARLISLE—On April 10, at Hastings, William, eldest son of William Thomas Carlisle, Esq., of Lincoln's-inn, aged 7.

DARKE—On April 2, at his residence, near Penzance, Thomas Darke, Esq., of the firm of Rodd, Darke, and Cornish, solicitors, after a most painful illness, aged 43.

FOX—On Mar. 27, at his residence, near Rugby, John Fox, Esq., late of Nottingham, solicitor, and of Wiverton-hall, Notts, aged 56 years.
LONG—On April 11, at St. Leonard's-on-Sea, John Frederick, youngest son of William Long, Esq., of Croydon and Clifford's-inn, solicitor, in his 20th year.
VOULES—On April 14, at Castle-hill, Windsor, after a few days' illness, of rheumatic fever, Georgina Louisa, youngest daughter of Chas. Stuart Voules, Esq., solicitor, aged 15.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Alexander, Richard Hayward, Corsham, Wiltshire, Esq., £600 Reduced.—Claimed by Mary Alexander, widow, Rev. William Coles Bennett, & Charles Sargent, executors.
Bayford, John, Doctors'-commons, Esq., £862 : 3 : 5 Consols.—Claimed by James Heseltine Bayford, surviving acting executor.
Delves, William, Gower-st., Middlesex, Gent., £2,538 : 7 : 7 Consols, & William Delves, Exeter, Esq., £692 : 16 : 6 Reduced.—Claimed by William Delves.
Stafford, John Ward, Sidcup, Kent, Gent., £50 Consols.—Claimed by Hannah Pink, wife of John Pink, administratrix.
Turner, Judith Maria, Perrymead-house, Widcomb, Bath, widow, £1,183 : 14 : 3 Consols.—Claimed by Joseph Delpratt, & Charles Greville, the executors.
Tyler, Leonard Barrett, Lieut. 62nd Regt. of Foot, £194 : 0 : 10 Consols.—Claimed by Edward Francis Tyler, sole executor of Barrett Lennard Tyler (in the Bank books written Leonard Barrett Tyler.)
White, Rev. Henry, Bognor, Sussex, £2,288 : 19 : 8 Reduced.—Claimed by Rev. Henry White.
Williams, Eliza Iveson, Fulham, Middlesex, widow, Thomas Langley, Southborough, Kingston, Surrey, Esq., Potter Test, Portland-st., Portland-pl., Esq., & John Richard Baker, Bedford-pl., Russell-sq., Esq., £150 Consols.—Claimed by Eliza Iveson Williams, the survivor.

Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

Buchan, M.D., William F. B., who came from England to Canada about the year 1834, and resided for a short time in Sherbrooke, Canada East. His heirs to apply to J. G. Robertson, Curator, Sherbrooke, Eastern Township of Canada.
Hill, Charles Dickenson, formerly of Redcliffe-parade, Bristol, now of Hanham, Gloucester, a lunatic. His heirs at law, or next of kin, to come in and prove their heirship or kindred at Masters' in Lunacy Office, 45 Lincoln's-inn-fields. The said Charles Dickenson Hill is the only son of John Bartlett Hill, formerly of Redcliffe-parade and Hanham, aforesaid, by Mary his wife, formerly Mary Creswicke, spinster, who were married on the 30th November, 1797.

Money Market.

CITY, Friday Evening.

Considerable agitation has prevailed in the money market, and on the Stock Exchange during the present week. The English Funds have generally been variable with a downward tendency, but the market in the latter part of to-day has shown more firmness, and has closed with an advance of ¼ per cent. on the prices of yesterday, partly owing to the receipt of specie by the Atrato from the West Indies. The quotations of French 3 per cents. show a slight improvement. Other important foreign securities have been heavy, but without noticeable decline, except the Turkish 6 per cents. which have receded about ½ per cent. in the week. At the beginning of the week the demand for money was moderate, and very large arrivals of gold from Australia strengthened the market. Later, the application for loans is represented to have become urgent at from 6½ to 7 per cent.; to-day the demand is more moderate. The amount of Australian gold taken to the Bank of England in the course of this week is not less than £670,000. A further shipment of silver to India is being made by the Indus to sail on the 20th instant, said to amount to £600,000 or more. From the Bank of England return for the week ending the 11th inst., which we give below, it appears that the amount of notes in circulation is £19,752,045, being an increase of £214,340, and the stock of bullion in both departments is £9,343,720, showing a decrease of £979,108 when compared with the previous return. This state of affairs shows the soundness of the policy which led the directors of the Bank of England to advance their rate of interest at the beginning of the present month. It appears that in the course of two weeks, the bullion in the Bank had decreased to the extent of £278,577, thereby reducing the stock to a lower sum than at any time since October, 1847. Previous to that memorable crisis, the rate of interest charged at the Bank had not exceeded 5½ per Cent. It has been said, that if a higher rate of interest had been charged in the Spring and Summer of 1847, the commercial disasters of the Autumn of that year would have been greatly mitigated. Whether this inference be correct or not, it may be safely maintained that the late advance of interest was judicious; and that without a favourable change in regard to money, and to a considerable extent, the present rate is more likely to advance than to go back.

It appears that the Bank of France has, at length, succeeded in making head against the drain of gold which, during many months, has been to its managers the cause of constant solicitude, and of a very large outlay of money. The premium paid by that establishment on the purchase of bullion is reduced, in consequence of which, it has become no longer profitable to send gold from London to Paris. During this week, a large amount in sovereigns has come to this country from France. This operation is encouraged by the high rate of interest which rules on this side. Parties engaged in discounting bills of exchange in this way obtain extended means, and thereby secure, in a larger degree, the profits accruing from the present high rate of discount. It will soon be seen whether the favourable change now announced in the affairs of the Bank of France is a reality, and whether the difficulties on this side have been caused so much as has been supposed by the measures of its managers in the purchase of bullion.

The price of grain continues firm, at last week's quotations. In the Corn Market, an opinion prevails that prices have reached their lowest point for some time to come. The importation of foreign wheat during the recent quarter of the year is about two-thirds the quantity imported in the corresponding quarter of the previous year, while the exportation has been larger. It appears that a falling market in grain, and on the other hand the high and advancing rates of money, have discouraged consignments to our markets. In Barley, the demand continues equal to the supply, notwithstanding the price is very high. The demand for distillation is likely to continue active so long as British Spirits are in request to the present extent on the continent. This continental requirement seems to have been produced by the short supply during several years of the native productions from which wine and brandy are manufactured. So long as this requirement continues our supply will not be deficient, and the demand for barley for distillation is likely to keep the price of that article high till the period of another harvest.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 11TH DAY OF APRIL, 1857.

Issue Department.

	£		£
Notes issued	22,796,165	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	8,321,163
		Silver Bullion	...
	£22,796,165		£22,796,165

Banking Department.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,333,196
Rest	3,237,639	Other Securities	18,984,640
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,116,360	Notes	3,044,120
		Gold and Silver Coin	772,447
Other Deposits	10,481,057		
Seven day & other Bills	717,287		
	£34,105,333		£34,105,333

Dated the 16th day of April, 1857. M. Marshall, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	216½	...	215 16	...	213	212½
3 per Cent. Red. Ann.	91¼ ⅜	91⅜ ⅞	91⅜ ¾	91⅜ ½	91½ ⅝ ⅜	91¼
3 per Cent. Cons. Ann.	92⅛ ¼	93 2⅛ 3⅛	92⅛ ¼	92⅛ ⅜	92⅛ ¼ ⅛	93
New 3 per Cent. Ann.	91⅛ ¼ ⅜	91⅛ 2	91⅛	91⅛ ⅛	91⅛ ⅛	92
New 2½ per Cent. Ann.	...	...	...	...	...	76
5 per Cent. Annuities	...	...	114	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2⅛	2⅛	2⅛	...
Do. 30 years (exp. Oct. 10, 1859	...	2 13-16	...	...	2 5-16	...
Do. 30 years (exp. Apr. 5, 1885)	...	18	18 1-16	17 15-15	...	18
India Stock	...	...	223 2½	...	222 1	...
India Bonds (£1,000)	...	...	...	8s. dis.	...	...
Do. (under £1,000)	5s. dis.	...	8s. dis.	3s. dis.	4s. dis.	5s. dis.
Exch. Bills (£1,000) Mar.	3s. pm.	1s. dis.	2s. dis.	2s. pm.	3s. dis.	4s. dis.
June	6s. dis.	6s. dis.	...	...	8s. dis.	10s. dis.
Exch. Bills (£500) Mar.	3s. pm.	...	3s. pm.	...	1s. pm.	3s. dis.
June	...	3s. dis.	...	...	4s. pm.	5s. dis.
Exch. Bills (Small) Mar.	4s. pm	...	3s. pm.	...	3s. dis.	par
June	2s. dis.	6s. dis.	2s. dis.	5s. pm.	3s. dis.	10s. dis.
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	...	98⅝
Exch. Bonds, 1859, 3½ per Cent.	98⅝ ½	...	98⅝	98⅝ ½	...	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	91	91 90	...	...	...	...
Caledonian	68¾	...	68¾	68¾ ⅝ ½	68¾	69¼
Chester and Holyhead	36	35½	...	35½	...	...
East Anglian	...	...	19½	19½	19½	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	98½ x n	99 x n	...	...	...	98¾
Edinburgh and Glasgow	...	...	...	...	56	...
Edin., Perth. & Dundee	34 x d	...	34½ x d	34¾	34⅝	34½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	...	96¼	96	96⅝ 7	...
Gt. South & West. (Ire.)	...	...	...	105 4½	104½	104½
Great Western	66⅝ 7	67½ ⅝ 7	66⅝ ½ ½	66⅝ ½	...	67½
Lancashire & Yorkshire	101⅝	102½ ¼½	101⅝ ⅝	100¾	101¼ 2	102½
Lon., Brighton, & S. Coast	107⅞	108	108½ 8	108	108½	108½
London & North Western	104¼ 5	105½ ½	104½ ⅝	104½	105	105½
London and S. Western	101½	101½ ½	100½	100½	101½ ⅝	102
Man., Shef., and Lincoln	39¼ ½ 9	39¼	39¼ ½ 9	39¼ 8¼	39¼	...
Midland	...	82½ 2	81½ ⅝ ¾	81⅝ ¼	82½	82⅝
Norfolk	...	59	...	58	59½	...
North British	44½ ⅜	44½ ⅜	44½	44½ ¼	44½ ⅜	44½
North Eastern (Berwick)	86½ ¼	,86½	87 6¼	87 6¾	...	87
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	30½ 29½	30½ 30	30	...	...	...
Scottish Central	...	...	...	...	...	...
Scot.N.E. Aberdeen Stock	...	26	26	...	...	...
Shropshire Union	...	...	49½ 50	49	...	...
South-Eastern	...	75⅛ ⅜	75	74½ ⅜	...	75⅝
South-Wales	87⅝	...	...	...	...	87¾

London Gazettes.

Bankrupts.

TUESDAY, *April* 14, 1857.

BEVAN, EDWARD, Victualler, Kidderminster, Worcestershire. April 24 and May 15, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Boycott, Kidderminster; or Finlay Knight, Birmingham. *Pet.* April 11.

HUNTLEY, THOMAS, Grocer, Sunderland. April 23 and June 9, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Watson, Newcastle-upon-Tyne; or Unwin Harwood, 10 Clement's-la., Lombard-st., London. *Pet.* April 7.

RIDLEY, THOMAS, Draper, Hartlepool, Durham. April 27, at 11.30, and May 26, at 1; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* T. & W. Chater, Newcastle-upon-Tyne. *Pet.* April 9.

YOUNG, ROBERT SWAN, Teadealer, West Hartlepool, Durham. April 23, at 11.30, and June 10, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Overbury & Peek, 6 Frederick's-pl., Old Jewry, London; or Harle, Bush, & Co., 20 Southampton-bldgs., Chancery-la., London, and 2 Butcher-bank, Newcastle-upon-Tyne. *Pet.* April 1.

FRIDAY, *April* 17, 1857.

ADAMS, WILLIAM, Miller, Huntingdon. April 30 and May 26, at 2: Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Bird & Moore, 5 Gray's-inn-sq.; or Hallen, Huntingdon. *Pet.* April 9.

CHOAT, JAMES, Tailor, late of 14 Bishopsgate-st., now of 6 Albert-rd., Dalston. April 23 and May 21, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Morris, Stone, & Co., Moorgate-st. *Pet.* April 6.

DALTON, SAMUEL, DANIEL DALTON, & ALFRED DALTON, Ironmasters, Chester; and Leeswood, Mold, Flintshire, as the Leeswood Iron Co. April 28 and May 25, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sols.* Cooper & Sons, Manchester; or Dodge, Liverpool. *Pet. for Arrangement*, Mar. 11.

HENDERSON, ALEXANDER BLOXHAM, Livery-stable-keeper, London-st., Paddington. April 29, at 2, and May 26, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Voules, 16 Gresham-st. *Pet.* April 16.

JAYNE, GEORGE, jun., Builder, Newport, Monmouthshire (lately in copartnership with John Phillpotts, Newport Steam Sawing Mills, Newport). April 27 and May 25, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol. *Pet.* April 15.

LETT, FREDERICK, Potter, 43 High-st., Lambeth, and 13 Lavender-villas, Battersea, Surrey. April 23 and May 21, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Phillips, 4 Size-lane. *Pet.* April 15.

NEAVE, RICHARD WINTER, Miller and Flour Dealer, Market Rasen, Lincolnshire, and Sheffield May 6 and June 3, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Daubney, Market Rasen; or Stamp & Jackson, Hull. *Pet.* April 15.

RICHARDS, THOMAS, Draper, Aberystwith, Cardiganshire. May 4 and June 1, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Brittan & Sons, Albion-chambers, Bristol. *Pet.* April 4.

SMITH, JOSEPH, Dealer in Iron, 28 & 29 Broad-st., Lambeth. April 28, at 2, and May 29, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Tippetts & Son, 2 Size-la. *Pet.* April 11.

STOKOE, ANDERSON, Grocer, Findon Hill, Durham. April 27, at 11, and June 9, at 1; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Watson, Newcastle-upon-Tyne; or Unwin Harwood, 10 Clement's-la., Lombard-st. *Pet.* April 7.

TAYLER, WILLIAM JAMES, Upholsterer, 1 Albion-ter., De Beauvoir-sq., Kingsland. April 28, at 2, and May 26, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* April 15.

TENT, WILLIAM, Hosier, 21 Royal Exchange. April 30, at 2.30, and May 26, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Hillyer & Fenwick, 8 Fenchurch-st. *Pet.* April 16.

BANKRUPTCIES ANNULLED.

TUESDAY, *April* 14, 1857.

ATKINSON, THOMAS, Woollen Manufacturer, Brearley, Luddenden Foot, Yorkshire. April 9.

BROCKLEHURST, EDWARD GRAY, Hose and Strap Manufacturer, Liverpool. April 11.

FRIDAY, *April* 17, 1857.

DAVIS, WILLIAM POPHAM, & JAMES DAVIS, Slate Merchants, Cardiff. April 16.

MEETINGS.

TUESDAY, *April* 14, 1857.

CAVENS, GEORGE, Jeweller, Carlisle. May 6, at 12.30; Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

CAZNEAU, JOSEPH, Merchant, Liverpool. May 11, at 11; Liverpool. *Com.* Perry. *Div.*

FRYER, WILLIAM, Wholesale Draper, Nottingham. May 19, at 10.30; Nottingham. *Com.* Balguy. *Div.*

GOLDSMITH, EDWARD, Tailor, Nottingham. May 19, at 10.30; Nottingham. *Com.* Balguy. *Div.*

HEATHFIELD, WILLIAM EAMES, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. May 5, at 1; Basinghall-st. *Com.* Holroyd. *Div.* sep. ests. of each.

HILL, JAMES BEECH, Glass and China Dealer, 254 Blackfriars-rd. May 6, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

HODDER, EDWIN JOHN, Grocer, Birmingham. May 6, at 11.30; Birmingham. *Com.* Balguy. *Div.*

KENNARD, JOHN, Ironmonger, 32 Little Queen-st., Holborn. May 7, at 11; Basinghall-st. *Com.* Evans. *Div.*

LAWFORD, WILLIAM, Oil Crusher, Liverpool. May 14, at 11; Liverpool. *Com.* Perry. *Div.*

LEEMING, JOSEPH, jun., Whitesmith, Hartlepool, Durham. May 5, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *First and final div.*

MOATS, JOHN, sen., Coal Merchant, Spalding, Lincolnshire. May 19, at 10.30; Nottingham. *Com.* Balguy. *Div.*

ROBERTS, EDMUND, Jeweller, Derby. May 19, at 10.30; Birmingham. *Com.* Balguy. *Div.*

TRAVIS, GEORGE, Flour Dealer, Oldham, Lancashire. May 15, at 1; Manchester. *Com.* Skirrow. *Div.*

VENABLES, CHARLES, jun., Paper Manufacturer, Cliefden Taplow, Soho and Princes Paper Works, Bucks. May 6, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

VONDER HEYDE, JOHN JAMES, & CHRISTOPHER OCTAVIUS VONDER HEYDE, Tobacco Manufacturers, 80 Lower Thames-st. May 5, at 11.30; Basinghall-st. *Com.* Fonblanque. *Second div.*

WOOD, GEORGE, Wharfinger, Loughborough, Leicestershire. May 19, at 10.30; Nottingham. *Com.* Balguy. *Div.*

FRIDAY, *April* 17, 1857.

BUTT, THOMAS, Ironmonger, Littlehampton, Sussex. May 8, at 11; Basinghall-st. *Com.* Fane. *Div.*

CANNON, CHARLES, Meat, Fruit, and Fish Salesman, Love-la., Eastcheap. May 8, at 2; Basinghall-st. *Com.* Fane. *Div.*

CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton, Northumberland. May 5, at 12; Newcastle-upon-Tyne. *Com* Ellison. *By adj.* from April 8, *Last Ex.*

COHEN, SIMON, & JOSEPH LUBLINAR, Manufacturing Goldsmiths, 37 Hatton-garden. May 8, at 11; Basinghall-st. *Com.* Fane. *Div.*

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. April 28, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Prf. Debts* sep. est. John Skelton.

FOX, CHARLES, Corn and Flour Dealer, Chester-rd, Hulme, Manchester. April 30, at 12; Manchester. *Com.* Skirrow. *Last Ex.*

SKETCHLEY, SAMUEL, Scrivener, Horncastle, Lincolnshire. April 29, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Prf. Debts.*

TANNER, JOHN, Common Carrier, Chippenham, Wilts, and Bath. May 14, at 11; Bristol. *Com.* Hill. *Final Div.*

DIVIDENDS.

TUESDAY, *April* 14, 1857.

BEAUMONT, GEORGE, Warehouseman, Manchester. First, 5¾*d*. *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.
CONSTANTINE, JAMES, Cotton Spinner, Scout, Newchurch, Lancashire. First, 10*s*. *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.
COOK, FREDERICK, Machine-maker, Oldham, Lancashire. First, 1*s*. 5*d*. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 & 1.
HYDE, JOHN, Spindlemaker, Stockport, Cheshire. First, 2*s*. 11*d*. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 & 1.
THOMAS, THOMAS, Milliner, Manchester. First, 2*s*. 8½*d*. *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.

FRIDAY, *April* 17, 1857.

DOBSON, GEORGE NEWMAN, Tailor, Poole. First, 2*s*. 10*d*. *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.
RUSSELL, WILLIAM HUGH, Blacking Manufacturer, 30 Strand. First, 5*s*. 6*d*. *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.
THOMSON, FREDERICK HALE, Manufacturer of Silvered Glassware, 48 Berners-st., Oxford-st., and West-end, Hampstead. First, 4*d*. *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *April* 14, 1857.

BARWICK, ROBERT, now a Prisoner for Debt in County Gaol at Durham (formerly Shipowner, Sunderland). May 8, at 11; Newcastle-upon-Tyne.
BLACKMORE, ALFRED, Hosier, 80 High-st., Shoreditch. May 6, at 12.30; Basinghall-st.
BROADHEAD, WILLIAM HENRY, & WILLIAM BROADHEAD, Builders, Nottingham. May 5, at 10.30; Nottingham.
CHORLEY, WILLIAM BROWNSWOOD, Slate and Slab Merchant, now of 37 Hart-st., Bloomsbury, and Cwmorthin, Festiniog, Merionethshire (late of 16 Gt. Ormond-st.). May 7, at 11.30; Basinghall-st.
GROOM, GEORGE, Boot and Shoe Factor, Norwich. May 5, at 2; Basinghall-st.
HILL, JAMES BEECH, Glass and China Dealer, 254 Blackfriars-rd. May 6, at 1.30; Basinghall-st.
JORSS, HENRY FREDERICK, Merchant, Manchester. May 8, at 1; Manchester.
PERRIN, FRANCOIS, Dealer in Foreign Woods, 9A Cleveland-st., Fitzroy-sq. May 6, at 12; Basinghall-st.
SENIOR, ROBERT, & STEPHEN SENIOR, Blanket Manufacturers, Staincliffe, Batley, Yorkshire. May 5, at 11; Leeds.
SWORDER, JOHN, Maltster, Ware, Hertfordshire. May 14, at 2; Basinghall-st.
VAN RAALTE, JOSEPH, jun., Importer of French Goods, 4 Gloucester-ter., St. John's-rd., Hoxton. May 6, at 12; Basinghall-st.
WESTON, JOHN, Manufacturing Chemist, Mottram, Longdendale, Cheshire. May 6, at 12; Manchester.
WOOD, GEORGE, Wharfinger and Coal Merchant, Loughborough, Leicestershire. May 5, at 10.30; Nottingham.

FRIDAY, *April* 17, 1857.

BEE, FRANCIS, Table-knife Manufacturer, Sheffield. May 9, at 10; Sheffield.
GRIEVESON, SAMUEL HOWELL, & CUTHBERT RICHARDSON GRIEVESON, Joiners and Builders, Deptford, Sunderland. May 8, at 12; Newcastle-upon-Tyne.
SPENDLOVE, ROBERT, Horse and Cattle Dealer, Sheffield. May 9, at 10; Sheffield.
WILKINSON, JESSE, Woollen Cloth Manufacturer, Lindley, Huddersfield, Yorkshire. May 8, at 11; Leeds.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *April* 14, 1857.

COLEMAN, SAMUEL LOVICK, Draper, Norwich. April 9, 3rd class; having been suspended twelve months.
FOSTER, GEORGE, Worsted Spinner, Horbury, Yorkshire. April 6, 3rd class.
GODDARD, EDMUND, Provision Dealer, 103 London-wall, 3 Old Jewry, 161 Fenchurch-st., and 17 Aldgate. April 7, 1st class.
HOULDSWORTH, JOHN, Builder, Sheffield. April 4, 3rd class.
INGE, JOHN KINGSFORD, Brewer, Littlebourne, Kent. April 8, 2nd class.
POSTANS, GEORGE CAMPION, Grocer, Newmarket All Saints, Cambridgeshire. April 9, 3rd class; having been suspended from May 21, 1856, to July 30, 1856.
SCHOFIELD, JAMES, Tailor, Ashton-under-Lyne, Lancashire. April 7, 2nd class.
STEVENS, JOHN HENRY, Engraver, 5 Gt. Wild-st., Lincoln's-inn-fields April 8, 1st class.
THOMPSON, CHARLES HAMMOND, Common Brewer, Conisbrough, Yorkshire. April 4, 3rd class.
WOODS, WILLIAM, Hook and Eye Manufacturer, 51 Union-st., Southwark. April 8, 2nd class.

FRIDAY, *April* 17, 1857.

BRYAN, JOSEPH HALE, Oil and Colourman, 170 Lambeth-walk, Lambeth. Mar. 31, 2nd class.
BURCH, WILLIAM, Last and Boot-tree-maker, 2 & 3 Back-hill, Hatton-garden. April 7, 1st class.
LEEMING, JOSEPH, jun., Whitesmith, Hartlepool, Durham. April 8, 3rd class; subject to suspension until 8th May next.

Professional Partnerships Dissolved.

TUESDAY, *April* 14, 1857.

GRAY, GEORGE, & HENRY GODWIN, Solicitors and Attorneys, Newbury, Berks. Debts received and paid by Godwin. Mar. 2; by mutual consent. The then present and prior private business of the firm will in future be carried on by Godwin on his separate account, but the public business will be conducted as heretofore by Gray and Godwin respectively.
MOBERLY, WILLIAM HENRY, & THOMAS GOATER, Attorneys and Solicitors, Southampton. Mar. 31; by mutual consent.

FRIDAY, *April* 17, 1857.

FISHER, JOHN, jun., & JOHN PLEWS, Attorneys and Solicitors, Masham, Yorkshire: by mutual consent. Debts received and paid by John Fisher, jun.
PERCY, EDMUND, JOHN SMITH, & FREDERICK BATES GOODALL, Attorneys and Solicitors, Nottingham. Debts received and paid by Percy & Goodall, Wheeler-gate, Nottingham.

Assignments for Benefit of Creditors.

TUESDAY, *April* 14, 1857.

ADAMSON, ROBERT, Saddler and Harness Maker, Liverpool, Lancashire. Mar. 16. *Trustee*, G. E. Holt, Accountant, 183 Grove-st., Liverpool. *Sol.* Teebay, 22 North John-st., Liverpool.
DAWSON, GEORGE, THOMAS DAWSON, & THOMAS WILLIAM GARDNER, Printers, Birmingham. Mar. 21. *Trustees*, P. Phillips, Eyelet Manufacturer; R. C. Tomkinson, jun., Wholesale Stationer; and J. R. Evans, Wholesale Stationer; all of Birmingham. *Sol.* Powell, Moor-st., Birmingham.
MALLORY, GIBSON, Farmer, Gawdy Hall, Hutton Cranswick, Yorkshire. April 4. *Trustees*, E. H. Reynard, Esq., Sunderlandwick, Yorkshire; W. Jarratt, Gent., Great Driffield, Yorkshire; J. Moore, Farmer, Hutton Cranswick. *Sol.* Conyers, Great Driffield.
MASON, EDWARD, Builder, Farnham, Surrey. Mar. 16. *Trustees*, T. Gabriel, Timber Merchant, Lambeth; R. Mason, Farnham. Deed of assignment lies at office of Hollest & Mason, Farnham.

FRIDAY, *April* 17, 1857.

HARRALD, SAMUEL, Draper, Bury St. Edmund's, Suffolk. April 2. *Trustees*, S. Lowry, Wood-st.; and J. F. Pawson, St. Paul's-churchyd., Warehousemen. *Sol.* Sole, 68 Aldermanbury.
HILLS, CHARLES HENRY, Tailor, Broad-st., Portsmouth. April 8. *Trustees*, D. Parker, Goldsmith-st., London; and T. Ford, King-st., Cheapside, Warehousemen. *Sol.* Turner, 68 Aldermanbury.
SMITH, WILLIAM ROSE, Draper, King's Lynn, Norfolk. April 7. *Trustees*, J. S. Basset, Wood-st., Cheapside; and R. Southall, King-st., Cheapside, Warehousemen. *Sol.* Sole, 68 Aldermanbury.
WILD, WILLIAM, Dealer in Toys, 162 North-st., Brighton, and Eastbourne. Mar. 19. *Trustees*, D. P. Hack, Gent.; Brighton, and G. Lynn, Builder, Brighton. *Sol.* Stuckey, Old-steine, Brighton.

Winding-up of Joint Stock Companies.

TUESDAY, *April* 14, 1857.

GREAT CAMBRIAN MINING AND QUARRYING COMPANY.—V. C. Wood purposes, on April 18, at 11, at his Chambers, to make a call of 12*s*. 6*d*. per share.

FRIDAY, *April* 17, 1857.

GENERAL INDEMNITY INSURANCE COMPANY.—Creditors to come in and prove their debts at V. C. Wood's Chambers.
LANCASHIRE DEBT GUARANTEE COMPANY.—V. C. Stuart will proceed, on April 27, at 2, at his Chambers, to make a call of £10 per share on all contributories settled on the list.

Scotch Sequestrations.

TUESDAY, *April* 14, 1857.

ADAM, JAMES, Joiner, Port Glasgow. April 22, at 2, White Hart, Greenock. *Seq.* April 10.
DAVIS, GEORGE (Davis, Martin, & Co.), Drapers, Cowcaddens-st., Glasgow. April 17, at 1, North British Imperial Hotel, 1 North Queen-st., Glasgow. *Seq.* April 8.
GOVAN, DAVID, Cowfeeder, 8 Mathieson's-la., Hutchesontown, Glasgow. April 22, at 1, Lennox's Temperance Hotel, 72 Wilson-st., Glasgow. *Seq.* April 10.
MANSON, CHARLES, Potato Merchant, St. Andrews. April 21, at 12, Tontine Hotel, Cupar-Fife. *Seq.* April 9.
RODGER, THOMAS, Grocer, Coatbridge, Old Monkland, Lanarkshire, deceased. April 22, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 11.
WILSON, WILLIAM, Cattledealer, Cloverhill, near Ayr. April 21, at 12, Commercial Hotel, Ayr. *Seq.* April 9.
WILSON, WILLIAM, Farmer, Content Farm, Wallacetown, St. Evox, Ayrshire. April 20, at 12, Star Hotel, Ayr. *Seq.* April 7.

FRIDAY, *April* 17, 1857.

GLENNIE, JAMES, Lace and Sewed Muslin Warehouseman, 12 Buchanan-st., Glasgow. April 24, at 1, Stock Exchange, National Bank-bldgs., Glasgow. *Seq.* April 13.
M'ROSTIE, JOHN, Flesher, Crieff. April 22, at 12, Procurators' Library, County-bldgs., Perth. *Seq.* April 13.
MURRAY, THOMAS, Tailor, Port Glasgow. April 24, at 12, White Hart Inn, Greenock. *Seq.* April 14.
SHARP, WILLIAM (deceased), Draper, Victoria-st., Kirkwall. April 25, at 11, Sheriff-court-room, Kirkwall *Seq.* April 10.
SPENCE, DAVID, Merchant, Ferryport-on-Craig. April 24, at 1, Tontine-hotel, Cupar-Fife. *Seq.* April 13.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

ERRATA.—*In our last number, at* p. 379, *for* "Solicitor's Testimonial to Mr. Thomas Coombs," *read* "Testimonial to Mr. Thomas Coombs, Solicitor." *At* p. 388, 22*nd line from bottom, for* "space" *read* "span."

THE SOLICITORS' JOURNAL.

LONDON, APRIL 25, 1857.

THE SOLICITOR'S TRUE INTEREST.

The Registration Report has now been a fortnight before our readers, and we have published, and hope still to continue publishing, communications which may tend to illustrate its proposals and their probable effect upon the profession. We shall also endeavour to select from the blue book which will be laid before Parliament on its meeting, such portions of the appendix as appear to us calculated to convey a clearer comprehension of the scheme. We are most desirous now to call forth discussion, both of the plan of registration itself and of the prospects of the solicitors under its operation, and our columns will always be open for the free examination of these most important subjects.

It may not be out of place at this moment to remind our readers of the origin of the inquiry which has lately resulted in this Report, and of the extreme probability which exists that, either with or without the concurrence of the body of solicitors, some serious attempt will soon be made to give effect to the recommendations which it contains. It must be remembered that the new Parliament will be deprived of every possible excuse for neglecting domestic legislation. Nobody, we suppose, will accuse the Government of any restless desire for innovation, either in real property or any other branch of law. But the Ministry will be watched in front and on either side by eager competitors for power, who will seize with avidity upon the initiative, wherever it is not from the first assumed by Government. How, under the continued chancellorship of Lord CRANWORTH, any real activity in law reform is possible, we do not pretend to understand; but we are, nevertheless, quite certain that the Cabinet must either bestir itself earnestly in this matter, or at no distant day give place to those who will. We print elsewhere an article from the *Daily News*, which may be supposed to speak the sentiments of many advanced Liberal politicians, and which enumerates the transfer of land as one of the subjects which must engage the attention of the Legislature. We have also lately drawn our readers' notice to a speech of Sir FITZROY KELLY, in which he stated that he had himself "matured a measure" for simplifying the practice of conveyancing. Mr. WALPOLE, it will be observed, was one of the most active members of the Commission which has produced the present Report. And besides politicians of established character, whom choice or necessity will impel to exertion in this matter, there is the ambition for notoriety, the appetite for business, and the election pledges of all the new members, urging them to activity in law reform.

We, therefore, entreat our readers to consider that some great change in the method of transferring land is certain to be proposed in Parliament, and that it is the true policy of the solicitors not to denounce and stand aloof from every such movement, but to lend to its originators the invaluable aid of their experience. Opinions may differ very widely as to the effect of Registration of Title upon the pecuniary interests of the solicitor, but there can be no doubt whatever that the social estimate of the profession would be greatly raised by its active co-operation in a measure vitally beneficial to society. We must not be understood as expressing any opinion now as to the merits of the proposed plan. But we may surely be allowed to assume that the present system of conveyancing is very far indeed from perfection, and that, by a hearty dedication of professional skill and knowledge to the task, very important improvements could be effected, and a great public service done. It was in the hope of accomplishing this object that the Commission undertook their labours. If they have thus far succeeded, it is the true policy of the profession to lend strenuous aid in the completion of the work; and if they have failed, it is no less the part of far-seeing sagacity to produce a more judicious scheme. That unpopularity of which lawyers sometimes, and not unreasonably, complain, may be enhanced or very much diminished by their conduct in this crisis. Let them raise themselves above a narrow personal view of this and of all similar questions. We can but repeat what we have said before, that professional and individual interests will be best promoted by whatever promotes the interest of the community at large; and this is the principle by which we shall try the present and all other measures proposed for the amendment of legal practice.

The imprudence of setting the profession in antagonism to the public is only equalled by that of dividing the profession within itself. The Registration Report will be read by many landowners, and it is impossible to deny that some of the conclusions contained in it have an air of probability, and will command a favourable consideration. They look like truth, and landowners will be ready to believe that they are true. If, therefore, the solicitors should be persuaded to throw themselves at once into unreasoning hostility to this plan, they could not but incur the suspicion of the public, and become a mark for the vituperation of the press. If it be the fact that this proposal opens a road to a simpler and cheaper transfer of land, can any solicitor persuade himself that the opposition of a class would avail to defeat the measure? We sometimes hear complaints that the auctioneer is better paid upon a sale of land than the solicitor, and without that reluctance which clients are apt to feel to the discharge of a lawyer's bill. It is part of the proposed scheme to redress this injustice by securing to the solicitor a commission upon the purchase-money of the estate sold. To attain this long-desired result, it is really only necessary that the profession should remain united, and urge upon Parliament its fair claims in their proper place—in subordination, that is, and not paramount to the general good. If we spoke with the tongues of angels, we should never persuade the public to pay with a good grace the conveyancing charges which are now customary. But if clients could only feel that they were paying for something of which they understood the use, a liberal remuneration for his trouble and responsibility would be accorded to the solicitor at least as cheerfully as to the auctioneer.

It is impossible to doubt that a deep feeling of dissatisfaction with the existing system of transferring land has long pervaded the public mind. We are not called upon now to decide how far the demand for change is reasonable, or to pronounce upon the merits of the various schemes which have been, and will again be, proposed to satisfy it. But this we say, and upon this we ground all our arguments, that something must be

done—with the lawyers' aid, if they will give it; and if not, without their aid.

The question, therefore, for our readers is, whether they will lend their experience and skill to make the measure of reform as perfect as it can be made, or will they stand sullenly aside and allow an inevitable change to be brought about in spite of their resistance. No figures and no arguments will ever persuade the landowner that the present system of transferring land is anything else than an artificial and unnecessary complication, devised and maintained for the benefit of a class which he is disposed to distrust and to dislike. He will continue to believe, at least until the experiment has been tried, that land might be sold as expeditiously as stock, and that the charges upon the transfer of it would be most equitably assessed in the same way. It is vain for the solicitors to ignore or contend against this widely-spread opinion, but we do not apprehend that, if prudently and firmly met, the popular demand for reform will prove injurious to the profession.

THE LANGUAGE OF LEGISLATION.

The minutes of the evidence taken before the Select Committee on the Statute Law Commission have been printed by order of the House of Commons. A few more such commissions, and as many select committees on those commissions, and we shall expect to find our much-abused Statute Book—bulky and voluminous as it is—buried beneath a still greater mass of blue books and parliamentary papers, not much more lucid or intelligible than the enactments which they are intended to improve; while they have not the advantage which the statutes possess, of being necessary, in some shape or other, to the wellbeing of society. It is really becoming a question of the most serious importance, how much longer a work of such moment to the country at large, and of such imperative urgency, as the consolidation of our existing Statute Law, and the scientific arrangement and expression of our current legislation, is to be left in the hands of Mr. Bellenden Ker and his nominees. There is something hopeless, in taking up this new Report, to find the same names and the same nostrums as have been before the public, so little to its benefit or satisfaction, in connection with the same subject, for the last quarter of a century. It is about so long since Mr. Ker was appointed one of the Commissioners to inquire into the expediency of revising and consolidating the Statute Law. More than twenty years ago, he was the first witness examined before the Select Committee on Public Bills. Since then, he has been a paid Commissioner in all manner of commissions relating in any way to the subject: he is now, and has been for the last three years, the only paid member of the Statute Law Commission; and everybody knows the result, or rather the want of result, which has attended his most remunerative career of commissionerships. When we learned, therefore, that Mr. Ker was one of the wizards consulted and mainly relied upon by the Select Committee, we had not much expectation that the Report or the evidence would greatly enlighten our darkness. We are glad to find, however, that Mr. Henley and one or two other members of the Committee are fully alive to the real value of words, and are not disposed to accept mere euphemious phrases, which have titillated the fancies of two or three generations of members of Parliament, but have never served any other useful purpose. As containing some admirable specimens of cross-examination by non-professional persons, these minutes of evidence, if they prove of no higher utility, will not be without their use to the student of law. They are also interesting as giving us an insight into the manner in which the Lord Chancellor is wont to be advised as to proposed Government measures on their coming before the House of Lords. After Mr. Ker's curious explanations on that subject, one can hardly be surprised at the fate of the Chancellor's own measures of law reform during the present session. If we except these two or three little points of incidental interest, and Mr. Coode's evidence generally, the inquiries of the Committee do not much increase our stock of information as to the defects in the manner and language of current legislation, or as to the means which might be adopted for improving them.

From the time of Sir Edward Coke to the present day these defects have been admitted by laymen, and bitterly lamented by lawyers. They have been a prolific subject of satire to those foreign jurists who have condescended to notice English law. They are for the most part patent to all the world; and, therefore, it is not to much purpose, when persons who are supposed to be peculiarly fitted to suggest remedies are consulted, that they should do little else than go over the old ground of grievances, the existence of which nobody denies, and which these gentlemen were called in to remove, and not merely to describe.

The evils of our English system of making statutes may be classified as follows:—

1st. As to the language of our statutes.—There is a great difference of phraseology in different Acts of Parliament to express the same thing, and, what is worse, the language of all statutes, as a general rule, is unnecessarily verbose and involved, both of which evils lead to confusion and uncertainty in the law, and to a great accumulation of enactments that are designed to be merely explanatory and corrective of their predecessors.

2ndly. The absence generally of any attempt at a logical or intelligible arrangement of the subjects comprised in a bill or statute is next to be remarked. It would be easy to mention numerous illustrations of this characteristic of our legislation. We shall merely allude to one of recent date. In a bill which was brought before the House of Commons not long ago by an honourable and learned member, the object of which was the appointment of public prosecutors, it was not considered improper to include a clause by which it was proposed to make it a statutable offence for a servant to steal his master's corn for the purpose of feeding the master's horse. We remember somewhere to have seen a reference to an old statute which still more absurdly commenced by enacting something relating to the admission of attorneys, and finished by prohibiting the importation of horned cattle. Every lawyer can call to mind some ridiculous instance of the same kind.

3rdly. Bills are sometimes framed and passed into laws without much care on the part of the framer or inquiry by the Legislature as to the extent or manner of their interference with existing law. The lamentable case of the British Bank litigation will occur at once to our readers, if proof were needed of what everybody will admit.

4thly. From the manner in which statutes or particular enactments are repealed, sometimes expressly, frequently by implication, often without sufficiently considering how far the repealed Acts affect antecedent ones, there arises now and then the utmost difficulty in determining the law upon any given point. The provisions of the recent Joint-Stock Companies Act, relating to the former Act (7 & 8 Vict. c. 110), and its doubtful operation upon insurance companies, is an instance of this evil.

5thly. Assuming all these sources of error to be removed, and that every bill, when it is laid upon the table of the House, is accurate and intelligible in its language; that it is logical in its arrangement, and drawn with a perfect knowledge of existing law, as well as with a due regard to its operation on statutes actually in force; it is obvious that in its passage through the two Houses of Parliament many alterations are likely to be made, sometimes hastily and crudely, which must

seriously detract from its original merits. Hardly a session passes which does not afford some curious illustrations on this head.

6thly. Considerable embarrassment is sometimes produced by a want of proper attention to the differences between the laws and forms of procedure in Scotland and Ireland, and in England; nor is sufficient care always bestowed in providing that statutes not intended to operate in some parts of the United Kingdom should not have such an effect.

These are some of the principal defects in the mode and form of our legislation, which it is now sought to remedy. In a future number we propose to discuss the various suggestions which have been thrown out to meet the difficulty. It is impossible to overrate the importance of the subject, especially when we bear in mind that all attempts at the codification or consolidation of our existing Statute Law must be comparatively useless, so long as we go on adding every session a heap of ill-drawn statutes, with all the defects of those which we have with so much labour and expense consolidated or reduced into a less objectionable form than that in which they originally obtained the sanction of the Legislature.

Legal News.

IMMINENT LAW REFORMS.

(From the *Daily News*).

One of the best tests of the practical working power of the new House of Commons will be its ability to deal with those questions of law reform left unsettled by its predecessor. It may not be amiss to give a rapid sketch of some of the more important measures of this kind which are now awaiting the decision of Parliament.

There is, first, the creation of a Department of Public Justice. We give this plan the precedence, as upon the adoption of a wise policy in this respect must principally depend the possibility of a systematic and comprehensive prosecution of Law Reform by the British Legislature. The value of such a department consists mainly in this, that its head would be responsible for preparing and conducting through Parliament those various measures of law amendment which the progress of intelligence and the changes of society imperatively require, and which the existing law functionaries of the Crown, even if they had the will, have not the time to take charge of. A more convincing proof of the necessity for such a functionary can scarcely be conceived than that furnished by the evidence recently taken before the Committee for inquiring into the "Manner and language of Current Legislation." The great difficulty that met this Committee at every turn was how to find a fitting medium of communication between the House and the functionary appointed to revise and classify the public bills of the session. With the introduction of a Department of Public Justice all such difficulty would cease. The two great and important works of revising the language of current legislation, and of expurgating, classifying, and consolidating the Statutes embodying past legislation, would go on concurrently under separate officers, with appropriate staffs of assistants, in the one office of the Minister of Public Justice, who would himself be the medium of communicating the results of their combined labours to the House. The last House of Commons carried an address to the Queen for the creation of a Department of Public Justice: it rests with the new House to follow up their work.

Turning from the constitution of a department charged to watch over the administration and amendment of the law, to the particular measures of Law Reform likely to be brought up for discussion before the new Parliament, we find that many of them involve considerations of the gravest importance, deeply affecting the social and economical interests of the country.

The proposed changes in the Law of Divorce, and in the law regulating the Property of Married Women, will effect, if carried out in a liberal and enlightened spirit, a vast alteration for the better in the legal relations of husband and wife. The Divorce and Matrimonial Causes Bill of last session will, indeed, require considerable modification before it can be accepted as an adequate remedy for the existing evils. The abolition of the action of *crim. con.*, and of the rule excluding the testimony of the wife, must form part of any measure on this subject intended to be satisfactory. The establishment of an effective Registration of Titles to Land, on the principles developed in the admirable Report to which we have recently had occasion more than once to refer, would work a vast improvement in the laws of land. Without in the slightest degree infringing on the secrecy or security of titles, such a measure would emancipate the owners of the soil from the onerous necessity of submitting to a fresh investigation of their rights of property on every fresh occasion of transfer, and would render dealings in land as facile, as inexpensive, and as safe as dealings in the public funds. While the landed gentry would thus be freed from one of the most grievous of the peculiar burdens now pressing on land, the community at large would benefit in at least an equal degree. The investment of capital in the soil would be encouraged and promoted. The multiplicity of land sales and land pledges would more than make up to the lawyers for what they would lose by the abolition of the present cumbrous system of conveyancing. A fair per-centage commission on land transfers will pay them better and more satisfactorily than the present method of remuneration by skins and folios, by the number of useless steps they can contrive to take, and of useless words they can contrive to darken counsel withal.

Next, probably, in importance to these modifications of the laws affecting Marriage and Land are those relating to the jurisdiction over Wills of personalty. In what form the Testamentary Jurisdiction Bill may be presented to the new Parliament it is impossible to say. We may, at all events, be allowed to hope that the measure which last session called forth such unanimous disapprobation from all the eminent lawyers in the Upper House will never again be submitted to the Legislature. On this matter Parliament has a right to demand from the law officers of Lord Palmerston's Government a practical working measure, not such a legislative abortion as that which earned for Lord Cranworth so unenviable a notoriety in the last Parliament.

Passing from the department of Civil to that of Criminal Law, the questions pending for decision, both as to the administration of the law and its substantive provisions, are of an importance that it is difficult to over-estimate. Of alterations in the substance of the criminal law, the most material is that which proposes to make Breaches of Trust the subject not of civil redress only but of penal retribution: an alteration which has long been imperatively required, and which, as recent notorious instances of mercantile profligacy prove, can no longer be delayed without the gravest reproach to our whole system of jurisprudence. Among the changes in the administration of the criminal law, the institution of Public Prosecutors and the introduction of more available methods for the detection and investigation of crime, will probably again be brought before the attention of Parliament. A far more momentous and more difficult class of questions in connection with the subject of Penal Discipline will undoubtedly occupy their attention. Discussions on the amendment of the Penal Servitude Act, on the continuance or discontinuance, the extension or abridgement of Transportation, will open up again the whole wide question of secondary punishment. The cessation of the ticket-of-leave panic will facillitate the discussion of this question in a calmer and more philosophical spirit than was possible when it was last before Parliament; and we shall hope to see that the new House will not, at all events, fall short of the old, in the statesmanlike temper so essential for wise deliberation on questions entirely remote from party politics, and intimately affecting the most important interests of the community. As a branch of the same great subject, the reformatory treatment of juvenile criminals will, of course, claim its share in the attention of the new House. Our recently elected legislators will find full employment for the best exertion of their highest faculties in accurately drawing the line between that treatment of criminal and vagrant children which the interests of humanity and civilization demand, and that which confers upon offending or predatory poverty, education and care which are denied to the pauper child who has never qualified himself for reformatory or industrial schools by street vagrancy or petty crime. Such is a rapid outline of some of the more prominent measures of social reform more or less connected with the amendment of the law which await the consideration of the new Parliament. It may be that before the House meets we may take the opportunity of recurring more in detail to one or two of the number.

CRIMINAL JUSTICE IN NEW YORK.

Court of Special Sessions—March 21.

Before Judge A. D. Russell.

The court-room was crowded to its utmost capacity this morning with prisoners, witnesses and spectators, and by looking at the culprit's box one would imagine that it would be impossible for even our efficient and discriminating City Judge to give them a fair and impartial trial if he were to preside on the bench till a late hour in the day; but *before noon the destiny of most of them was determined, for the coming summer at least.* Indeed, if Judge Russell were to allow each witness to spin out a long yarn preparatory to what they know about the matter under investigation, and if he would permit the crowd of petti-foggers who infest the Tombs, and who used to make the walls of this criminal asylum echo their grandiloquent speeches, previous to his elevation to the bench, he would be compelled to sit till midnight. A striking instance of this fact occurred this morning, when the first case was called on. Henry Cone and Robert Lipsey, two young men, were charged with stealing a silver watch, valued at 25 dols., the property of Thomas G. Bennett.

"I appear for Cone, may it please your Honour," said an ambitious disciple of Story, with an unexceptionable moustache. —"I represent Mr. Lipsey, may it please the court," observed another aspirant for legal fame.—Here a dyspeptic old gentleman, who, to all appearance, was one of the water-cure and cracked-wheat disciples, approached the bench, with measured steps, and informed the judge that he was there on that momentous occasion to protect the rights of the complainant.—"I have a word to say," said one of the counsel, "before the case proceeds."—"Say it, sir," responded the judge, in a tone which threw cold water on his hopes of creating a sensation by an elaborate opening.—"We will make it appear, your Honour, that this complainant was so drunk that he mistook a lamp-post for an intimate friend."—"Call up your witness, and stop your speechifying here," shouted the judge peremptorily.—He listened patiently to the evidence for a moment or two, and with remarkable intuition, which seems to be his distinguishing characteristic, perceived that it was insufficient to convict the accused, and said, "I find him not guilty."—At this juncture of the trial the vegetarianish looking advocate mildly addressed the bench, saying "that the story of his client was perfectly truthful."—"I don't want to hear you at all; boys go."—The mother of the young man who lost his watch endeavoured in vain to speak with the judge, and the friends of the party left the court.—*New York Herald.*

It may be said, indeed, that, with us, cases are tried before a jury of reporters, who do the labour which the law imposes on a regularly empannelled petty jury. Nor does the peculiarity stop here. The vivacity of our people, the unparalleled publicity in which we live, and the intense interest taken in important trials, make us, one and all, parties in leading cases, and more than speculators of the result. We take sides, and discuss them with the earnestness of interested parties. We raise all kinds of side issues in the press and in society, and fight them out before we come to the real issue. A great law case in New York at the present day appears to be a matter of life and death to half the population. Look for instance at the Burdell murder case. Mr. Eckel and Mrs. Cunningham are going to be tried on a charge of murdering Doctor Burdell. Nothing more simple, at the outset, than the main issue—did they kill him or no? But before we can get to that, a thousand minor issues must apparently be adjusted. If we go on at this rate, our trials will come to be more popular elections than judicial proceedings. When the press is discussing the principal and collateral issues of a leading case, every morning in the week, and every newspaper takes a side, it is utterly ridiculous to expect that the public can remain a dispassionate spectator of the scene. The people will take sides, too; will cling to them with the force of prejudice and passion; and will feel a personal concern in the result. The jury will be partisans before they enter and while they occupy the jury box. A trial like that of the persons accused of murdering Doctor Burdell, will be *far more like our* fall *elections than an event in the administration of justice.—New York Herald.*

COURT OF EXCHEQUER.

(Sittings at Nisi Prius before Mr. Baron Watson, and a Common Jury.)

April 18th.—Bastick *v.* Tullitt.

Agreement—Penalty—Liquidated Damages—Fresh Agreement enlarging Time for Performance—Stamp.

Where an agreement for the performance of several matters stipulates that in default of either of the parties duly performing every part of the agreement the party making default shall pay the other a sum specified, and it is not expressly provided that such sum shall be regarded as liquidated damages, it is to be construed as a penalty. An unstamped agreement, enlarging the time for performance of another agreement previously entered into, the subject-matter whereof was of the value of £20, and which was duly stamped, was admitted in evidence; but quære whether, inasmuch as it amounted to a fresh agreement, the admission of it without a stamp was right?

This was an action upon an agreement, entered into between the plaintiff and defendant, for the sale of the good-will, stock, and fixtures of a public-house. The agreement contained a provision, that, in default of either of the parties duly performing every part of the agreement, the party making default should pay to the other who should be willing to complete the same "the full sum of £50."

It was stipulated that the contract was to be completely performed by a certain day; but the time for performance was subsequently enlarged by the following memorandum signed by the parties, and endorsed upon the original:—"Memorandum. We, the undersigned, mutually consent for this agreement to stand over till Thursday, Dec. 18th, 1856." The original agreement was duly stamped; but the memorandum enlarging the time for performance was not stamped.

Upon these facts two points of law arose during the trial. 1st. The counsel for the plaintiff submitted, that, the defendant having made default, the plaintiff was entitled to recover the entire sum of £50, as liquidated damages.

Mr. Baron Watson held that the sum specified was to be treated as a penalty only, and said it was a general rule, that, where an agreement provides that several things shall be done, and contains a provision that in the event of default in performance of any of them, the party making default shall pay the other a sum of money—unless the agreement expressly provides that such sum shall be regarded as liquidated damages—it is to be treated as a penalty. But this rule does not apply where the agreement is for the performance of one thing only.

2ndly. The plaintiff's counsel submitted that the memorandum of agreement enlarging the time was admissible in evidence without a stamp—that, although the subject-matter of the original agreement was of the value of £20, and although the memorandum amounted to a fresh agreement, the subject-matter of this fresh agreement was not of the value of £20 within the meaning of the Stamp Act (*Bacon* v. *Simpson*, 3 M. & W. 78; *Hill* v. *Ram*, 5 M. & G. 789).

Mr. Baron Watson said he was of opinion that the memorandum was inadmissible. The first agreement was entirely at an end; and *Goss* v *Lord Nugent* (5 B. & Ad. 56) showed that an agreement enlarging the time of performance is a new agreement. His opinion, therefore, was that it required a stamp.

His Lordship then went to consult one of the other judges, and on his return said, his learned Brother thought the question was one of considerable doubt, and it would, therefore, be better to admit the evidence. The unstamped memorandum was accordingly admitted.

The action was ultimately settled by the plaintiff agreeing to accept a verdict for £20 and one shilling, each party to pay his own costs.

Mr. *Prideaux* was counsel for the plaintiff. Mr. *Hawkins* for the defendant.

Coroner's Charges.—Court of Queen's Bench, April 20.—The Queen *v.* The Justices of Gloucestershire.—Sir F. *Thesiger* moved for a rule to show cause why a *mandamus* should not issue to the justices of Gloucestershire, commanding them to order payment of certain fees and allowances to Mr. Gaisford, one of the coroners for the county. The present application had been rendered necessary by the circumstance that coroners were obstructed in the performance of their duty by the narrow view taken by the magistrates of that duty, and their disposition to disallow the costs of holding inquests except in a limited class of cases.—Lord *Campbell* said that in many cases, he believed, the magistrates had rendered great service in checking the abuse of coroners in holding inquests where there was no pretence for their so doing.—Sir F. *Thesiger* said, the magistrates appeared to have laid down a rule, that where the jury found that the person had died by the visitation of God, or by accident, the coroner was not entitled to hold an inquest, and that his charges in such cases ought to be disal-

lowed. The chairman of the Gloucestershire Quarter Sessions had published a pamphlet, in which he had laid down the rule, that unless there was violence, either known or suspected, and in cases where the jury found that the party died by the visitation of God, or by accident, the coroner was not entitled to hold an inquest.—Lord *Campbell* said, it could not be laid down as a general rule, that, where the jury found that the party died by the visitation of God, the expenses ought to be disallowed.—Mr. Justice *Erle* observed, that he had been officially spoken to on circuit by magistrates to know in what way they could check the growing evil of coroners improperly holding inquests.—Lord *Campbell* said that in some instances the feelings of relatives were very improperly outraged.—Sir F. *Thesiger* was aware that that was the case, but at the same time he contended that when coroners properly discharged their duties they ought to be supported. In one of the cases upon which application was now made to the court, a woman aged sixty was found lying dead upon the floor. She had not been attended by any medical man, and she had not been subject to any known disease. The coroner had travelled sixteen miles to where the body was lying, and held an inquest, and the jury found that the party died "by the visitation of God." In another case he received notice from a police-officer that a child sixteen months old had been scalded to death. He travelled eleven miles to hold an inquest, and the jury found that the child had died by an "accidental scalding." The account of the expense of holding these inquests was laid before the quarter sessions, and taken into consideration at an adjournment, when the magistrates allowed the coroner the disbursements made by him in holding the two inquests, but they disallowed the coroner's fee of £1, to which he was entitled under the 25th of Geo. 3, cap. 29, and a further fee of 6s. 8d. to which he was entitled under the 1 Vict. c. 68. It was contended that by allowing the disbursments the magistrates admitted that the inquest was properly held, and that the coroner was entitled to his fees. The learned counsel read a passage from the chairman's pamphlet, in which he laid down the rule that the mere fact of a sudden death was not sufficient for holding an inquest; there must also be a "known or reasonable suspicion of violence."—Mr. Justice *Erle* said, he thought that was very nearly a true rule.—Sir F. *Thesiger* said, that, while it was of importance to check the holding of improper inquests, it was also desirable that the duties of the coroner should not be interfered with, and he hoped the court would grant the writ in order that the question might be discussed.—Lord *Campbell* said, it was desirable that a rule should be laid down for the protection of coroners as well as the ratepayers of the county, and for that purpose the learned counsel might take a rule to show cause.—Rule *nisi* granted.

At the Bath quarter sessions, held on Thursday week, not a single barrister was retained to defend any of the prisoners. The number of barristers present was greater than the number of cases to be disposed of, consequently the briefs for the prosecution did not give them one each.

Recent Decisions in Chancery.

TRUSTEE—STOP ORDER—NOTICE.

Elder v. *Maclean.*

A stop order is analogous to notice to a trustee or the holder of a fund; and though as between the assignor and assignee of a fund in court, it cannot be considered that a stop order is, in any way, necessary to complete the title of the assignee—except, perhaps, in some cases where the question of "order and disposition" arises under the bankruptcy of the assignor; yet it is always necessary in cases where it would have been imperative to have given notice to trustees, if the fund had been in their hands instead of the court's. The principal object, both of a stop order and of notice, is to prevent fraud on the part of the assignor; and to save persons other than the first incumbrancer from dealing with the fund, ignorant of a prior charge. In cases where the trustee himself advanced money to his *cestui que trust*, and had taken an equitable assignment, it has been held that it was not necessary to give notice to anybody else, or to substitute anything for notice to the trustee, inasmuch as the object of notice was effectually attained, the trustee having all the information which he could possibly get from formal notice; and it might be presumed that he would have no interest to conceal his own incumbrance from any person proposing to advance money on the security of the fund, who applied to him for information as to previous incumbrances. In *Elder* v. *Maclean*, 5 W. R. 447, after a trust fund came into court, and while it was in the name of the Accountant-General in trust in the cause, the plaintiff, who was the sole trustee of the fund, made an advance to one of his beneficiaries, on an agreement to charge his share, which was done, and the question was, whether it was necessary for the trustee plaintiff to obtain a stop order to maintain his priority, as it would have been, without any doubt, if he had not been a trustee or a party to the suit? V. C. *Kindersley* answered this question in the affirmative, upon the ground, that, when once the fund had been paid into court, the court became the trustee of it, and a stop order only would have the same effect as notice to the trustee before it had been paid in. "It might be said," observed his Honour, "if a party to a suit took an assignment on the share of a beneficiary, and applied for a stop order, the fund could not be parted with without his knowledge, because he was a party to the suit; but still the stop order would be granted, not merely that the fund might not be parted with without notice, but that the person who was intending or proposing to advance money might inquire whether there was a stop order, and therefore the trustee could not be absolved from the necessity of obtaining a stop order on account of his trusteeship, or of his being a party."

HUSBAND AND WIFE — CREDITOR — SETTLEMENT — STATUTE OF FRAUDS—PART PERFORMANCE.

Warden v. *Jones.*

It has long been settled that a parol contract in consideration of marriage, followed only by marriage, will not be carried into effect; marriage being held no part performance of the contract so as to preclude the operation of the Statute. The reason, or rather the necessity, of this doctrine is obvious. The Statute avoids all parol contracts founded on the consideration of marriage. If marriage were held a sufficient part performance to take the case out of the statute, no case would be within it, and there would be an end to the Statute altogether so far as marriage contracts are concerned. The exception, in fact, would be co-extensive with the rule, and every parol marriage contract would of necessity be binding. The objection which exists to holding marriage itself a part performance of a parol contract, does not apply where other acts besides that of marriage are relied on to constitute the part performance. For example, in *Dundas* v. *Dutens* (1 Ves. 196), it was strongly intimated by Lord *Thurlow* that a parol ante-nuptial contract, followed by a post-nuptial settlement in pursuance of it, was not avoided by the Statute of Frauds; and that the execution of such a settlement might even be enforced in a suit for specific performance. The later cases were considered by the Master of the Rolls to have upset this doctrine; and he accordingly decided, in *Warden* v. *Jones* (5 W. R. 446), that, where a contract to settle the wife's personalty had been entered into verbally before marriage, and duly executed by a settlement made shortly after the marriage, the settlement was not helped by the consideration of the previous contract, and was voluntary and void against the husband's creditors. The principal authorities on the point are *Hammersley* v. *De Biel* (12 Cl. & Fin. 45), *Lassence* v. *Tierney* (1 Mac. & G. 551), and *Surcombe* v. *Pinniger* (3 De G. M. & G. 571). *Hammersley* v. *De Biel* was a case where the lady's father agreed by parol with the husband to make a certain provision for his daughter if the husband would settle an annuity of £500 a-year. The husband did so, and it was held that this was a part performance, and took the case out of the Statute. In *Lassence* v. *Tierney* there was a parol contract before marriage, relating to the wife's real estate. After marriage, a deed intended to carry out the contract was executed, but never acknowledged by the wife. It, therefore, had no operation on her real estate; and Lord *Cottenham* accordingly held that there was no part performance of the parol agreement. "There was nothing," he said, "but a parol contract before marriage, and nothing but marriage following, and that would not support the contract." *Surcombe* v. *Pinniger* was a case before the Lords Justices, where a father told the intended husband, shortly before the marriage, that he would give to the couple certain leasehold property. After the marriage, he allowed his son-in-law to enter into possession, and to expend money on the improvement of the property. This was held a sufficient part performance, L. J. *Turner* observing that the case presented what was wanting in *Lassence* v. *Tierney*, namely, acts of part performance, besides the marriage; and adding, that it had been held in many cases, that, if there be a written agreement after marriage, in pursuance of a parol agreement before marriage, this takes the case out of the statute, and so does part performance.

The Master of the Rolls, in the present case, considered that it was essential, in order to constitute a part performance, that the acts should be done in pursuance of an agreement, to which some other person besides the husband and wife was a party. This was the case in both the authorities which we have mentioned, and it has now been laid down that no act whatever can constitute an effectual part performance of a parol marriage contract, to which no one besides the intending husband and wife has been a party.

NEXT FRIEND—DISENTAILMENT BY LUNATIC.

Elliott v. *Ince.*

This case, reported 5 W. R. 465, contained a new point of practice—namely, that a defendant and respondent, having no adverse interest, may be next friend to a married woman, who is a defendant and appellant. This seems on principle to apply to the case of a plaintiff, a married woman, naming a defendant as next friend; but the practice of the Record and Writ Clerks' Office is still to refuse to file a bill so framed. The main question in the cause was, whether acts of disentailment of copyholds, done under the power of attorney of a lunatic, could be upheld after a long interval, during which the lunatic had died. The old rule seems to have been, that all such acts done by a lunatic, whether as part of a bargain or without consideration, were absolutely void, though, by a legal fiction, a recovery suffered by a lunatic in person was good, because it was assumed to be impossible that a judicial proceeding could have been allowed to go on if the parties were insane. A new doctrine has grown up of late years, and it is now settled that, *bonâ fide* dealings with a lunatic, by way of bargain or sale, without notice of the lunacy, will not be disturbed. In the present case the lunatic, Mrs. Cumming, executed the power of attorney merely for the purpose of barring the estate tail, and not in pursuance of any contract; and though it was contended that the acts would be treated as voidable only, and not void, as suggested by Lord *Truro*, in *Price* v. *Berrington*, 3 Mac. & G. 486, the *Lord Chancellor* held that the doctrine had no application, except in cases of contract, and declared the attempted disentailment void, subject, however, to the result of an issue to try the fact of the lunacy at the period in question.

Cases at Common Law specially Interesting to Attorneys.

SPRING GUNS, &c.—LAW AS TO.

Wootton v. *Dawkins*, 5 W. R., Q. B., 469.

The right which the owner of land has to protect his property against the intrusion of others was, by the common law, almost unlimited. But its existence to this extent being found liable to abuse, the 7 & 8 Geo. 4, c. 18 was passed, by which it was made a misdemeanour to set "any spring-gun, man-trap, or other engine *calculated to destroy human life*, or *inflict grievous bodily harm* upon trespassers or others coming in contact therewith," with a proviso, however, as to gins or traps set to destroy vermin, and as to spring guns and other engines set in dwelling houses from sunset to sunrise.

The leading cases upon the subject of injuring trespassers by spring-guns or similar engines are, *Ilot* v. *Wilks* (3 B. & Ad. 308), *Deane* v. *Clayton* (7 Taunt. 518), and *Bird* v. *Holbrook* (4 Bing. 628), all before the date of the above statute; and these decisions so far define the common-law right above alluded to, as to establish that one who, *without notice*, sets such engine and injures a trespasser, makes himself liable to an action; and in one of the very few cases in which an action for an injury caused by an engine of this kind has been brought since the above statute—viz. *Jorden* v. *Crump*, (8 Mee. & W. 782), the dog of the plaintiff only, and not himself, was injured. The case above noticed of *Wootton* v. *Dawkins*, is the first, it is apprehended, in which the Statute of George 4 has received any judicial construction. It appeared by the evidence at the trial, that a fowl of the plaintiff having strayed from his premises, and the plaintiff having reason to believe it had wandered into the garden of the defendant, close by, he went in the day time with the defendant and saw it there, but they were unable to catch it. On the following night, about nine o'clock, when it was dark, he climbed, without the defendant's knowledge or permission, into the garden, with the view of catching the fowl, and while stooping under a bush, he came in contact with a wire, which caused a detonating machine to explode, with a loud noise, so as to knock him down, and injure his eyes and hand. No other evidence was given as to the nature of the instrument, or that it was calculated to destroy life, or inflict grievous bodily harm. On this ground, *Wightman*, J., at the trial, nonsuited the plaintiff; and a rule *nisi* to enter the verdict for him, notwithstanding, was refused by the Court of Queen's Bench—*Erle*, J., saying, that there is nothing either at common law, or by the statute, to prevent a man using any instrument calculated to create *alarm*, provided it is not by an engine dangerous to life or limb.

ATTORNEY'S CLERK—ATTENDING TAXATION BY—SETTING ASIDE JUDGMENT SIGNED ON A JUDGE'S ORDER.

Perkins v. *The National Assurance and Investment Association*, 5 W. R., Exch., 470.

This was an application, on the part of the plaintiff, for a rule to show cause why an order of Mr. Justice Coleridge, setting aside the judgment signed by the plaintiff, should not be rescinded. The order was made under the following circumstances:—On the 24th of March, 1856, an order by consent was made for a stay of proceedings in the above action, on payment of a certain sum by the defendant, and costs to be taxed; on default, judgment to be signed. On the same day on which this order was made the plaintiff served the attorney of the defendant with an appointment to tax for the following day. Accordingly, on that day (March 25), the plaintiff's attorney attended the taxation in person; his costs were taxed, and the Master gave his *allocatur* for the amount. The taxation was attended by a clerk of the defendant's attorney; and after the *allocatur* was made, the plaintiff's attorney demanded from such clerk the amount of the sum mentioned in the order, and of the costs allocated; and, on his saying he had not the money with him, signed judgment in the action on the same day, and on the day following issued execution thereon. Mr. Justice *Coleridge* made the order setting aside such judgment, on the ground that sufficient time for payment of the debt and costs had not been allowed after taxation. It was now argued that the person attending the taxation in such a case ought to be prepared with the money; but the Court said that it was not reasonable to expect that an attorney's clerk, attending to tax the costs, should have in his pocket the exact amount of the debt, together with any costs that might be allowed on taxation. They therefore refused the application; but they declined to lay down any general rule as to the time when judgment might be signed under such circumstances as those above mentioned.

Hence it would seem that applications of this nature must depend upon the special circumstances of the case. Probably the cases in which judgment signed in default of a plea has been set aside on an affidavit of merits, are those which are most likely to afford a useful analogy. Such a case, for example, as that which is reported in 4 Taunt. 885, where the court refused to interfere in favour of the defendant, though he had a good legal defence to the action, because he had refused a liberal offer which had been made to him by the plaintiff before action brought.

MILEAGE—SHERIFF'S OFFICER, RULE AGAINST.

Gill & others v. *Jose*, 6 Ell & Bl. 718.

A rule had been obtained in the Queen's Bench calling upon J. S., an officer of the Sheriff of Cornwall, who had executed a *fi. fa.* in the above case, to show cause why an attachment should not issue against him for taking and demanding certain fees not allowed by law. J. S. had charged one shilling a mile as mileage, whereas, by the table of fees sanctioned by the judges under 7 W. 4 & 1 Vict, c. 55, the mileage chargeable is only 6d. per mile. It was, however, admitted that in *Cornwall* the practice had been to allow one shilling a mile, and, consequently, the court, in making the rule absolute, observed that no great blame could be thrown upon the officer as for a *mala praxis*; and directed the attachment not to issue, if, in the course of a week, the excess of mileage should be repaid, together with the costs of the application.

It may be remarked, that, before the above Statute, the practice was to call upon the sheriff alone to refund the excess. The effect of the Act is, to allow the officer to be called upon to answer for his contempt; but, from the case of *Blake* v. *Newburn* (5 D. & L. 601), the regular course would seem to be, to join in one rule an application that the sheriff should refund, and that the officer should answer. In the application above noticed, the sheriff does not appear to have been included.

BREACH OF CONDITION IN ORDER MADE A RULE OF COURT—REMEDY FOR.

Bayntun v. *Bayntun*, 1 C. B., N. S., 220.

In this case an application was made to rescind a rule of

court which a judge's order by consent had been made, on the ground that the terms of the rule had not been complied with. But the court intimated that this could not be done, and that the only course was to enforce the performance of the rule in the usual manner—*i. e.*, by attachment, or by execution, if a rule for the payment of money.

EVIDENCE, PROCURING—MANDAMUS UNDER 13 GEO. 3, c. 63.

Kelsall v. *Marshall*, 1 C. B., N. S., 266.

In this case (which turned on the construction of an act of council of India enabling the Union Bank of Calcutta to sue and be sued in the name of their secretary or treasurer) a rule *nisi* had been obtained for a writ in the nature of a *mandamus* under 13 Geo. 3, c. 63, s. 44, for the examination of witnesses on the part of the plaintiff before the supreme court of judicature in Bengal. An action having been brought by a creditor against the secretary of the bank, both the declaration and the pleas had been demurred to, and the above rule was obtained *before such demurrers had been argued.* The Court now held that the rule had, notwithstanding, been moved for at the proper time, and made it absolute.

It may be remarked that an application for a *mandamus* under the above provision is one of the few which *must* be made to the Court, and cannot be entertained at chambers (*Clark* v. *East India Company*, 6 D. &. L. 278); and that the application must always be for a rule *nisi* (*Doe* d. *Grimes* v. *Pattison*, 3 D. P. C. 85).

INNKEEPERS—EXTENT OF THEIR LIEN.

Snead v. *Watkins*, 1 C. B., N. S., 267.

In the case of *Broadwood* v. *Grenara* (10 Exch. 417), the Court of Exchequer examined into the nature of an innkeeper's lien upon goods brought into his house by his guests, and they held that such lien did not extend to a *pianoforte*, lent to a professional pianist there commorant, when the innkeeper knew the instrument was the property of the lender, and continued to give credit, notwithstanding. In the above case it was attempted to exclude the innkeeper's lien from all goods which, in point of fact, belonged to a third person, however introduced into the inn. It was an action by an attorney for the conversion of a blue bag and letter-book belonging to him which had been brought into the inn of the defendant by one H., a witness for the plaintiff in an action in which he was engaged, and formerly his clerk, and which H. had left behind him in the inn on leaving it with his bill unpaid, though he had been provided with proper money by the plaintiff to meet such charges. The Judges of the Court of Common Pleas all held that the fact of the bag being brought by H. to the house of the defendant in the ordinary way, with some things of his own in it, distinguished it very materially from the above-mentioned case of *Broadwood* v. *Grenara*; and, without hearing counsel, gave judgment in favour of the innkeeper.

INTERROGATORIES UNDER THE COMMON LAW PROCEDURE ACT, 1854.

Bird v. ——, 1 C. B., N. S., 308.

In this action (which was for not delivering, according to contract, iron shipped by the defendant for the purpose of being conveyed for the plaintiff to the Baltic) the defendant sought to deliver interrogatories, under the 51st section of the Common Law Procedure Act, 1854, to the plaintiff in order to ascertain certain facts which he could, in all probability, have obtained from his own agents—viz. the masters of the vessels in which the iron had been shipped. And, as it did not appear that any steps had been taken to obtain such information from these sources, but that the object of the application was rather to obtain a knowledge of the plaintiff's evidence than anything else, the Court refused to entertain it.

Law Newspaper Company Limited.

Special General Meeting held at the Law Institution, on Wednesday, April 15th, 1857.

PRESENT.

Mr. COOKSON in the Chair.

Mr. Janson	Mr. Lake
„ T. H. Bower	„ J. H. Shaw (Leeds)
„ G. Thorley (Manchester)	„ A. P. Bower
„ Field	„ Cotton
„ Williams	„ Crafter
„ A. Ryland (Birmingham)	„ R. Maugham
Mr. J. A. Rose	Mr. Bromley
„ Barker	„ J. J. Sudlow
„ Pollock	„ Parkin
„ Peake	„ Sturmy
„ Parke	„ Bockett
„ Benham	„ Manning
„ J. Case (Maidstone)	„ Beaumont
„ E. Clowes	„ Bell
„ J. E. Clowes	„ Fluker
„ Patteson	„ W. C. Smith
„ Burton	„ W. Shaen

Mr. SHAEN read the following Report:—

The twenty-third of the Company's Articles of Association provides that a General Meeting of the Proprietary shall be held at some period within twelve months from the date of its incorporation, but the Provisional Directors were desirous to make their Report to the shareholders, and ascertain their views as soon as the progress of the undertaking would allow, and the present meeting has accordingly been convened.

No notice of any intended motion has been received, and the business of the meeting will therefore be confined (in accordance with Article 30) to the matters contained in the circular lately issued, a copy of which has been sent to every shareholder.

The Directors proceed to give a sketch of their proceedings from the formation of the Company, and to show its present position and prospects.

The undertaking was engaged in because of a very general feeling among the more active members of the profession throughout the kingdom—a feeling which the Directors have frequently expressed—that the great objects of uniting its scattered members in a common cause of action, raising its tone and character, and vindicating the claims of the attorneys and solicitors of England to occupy a place in public estimation not inferior to that of the practitioners in any other profession, would never be fully secured until the body had made for itself a voice in the press of the country—until it possessed an organ distinctively representing the profession, and conducted with the single view of promoting these ends without reference to mere pecuniary results.

Having met with a cordial assent to these views in various parts of the country, and the Joint-Stock Companies Act, 1855, offering the means of practically testing them in a way which would involve but little individual risk to those who might be disposed to co-operate with them, the promoters resolved to assume the responsibility of forming a Company on the footing of limited liability to carry out the objects they had in view.

Accordingly, in May, 1856, three of the present Directors, at the request of a Committee of upwards of twenty town and country solicitors, which had been formed at Birmingham in October, 1855, registered a Law Newspaper Company Limited in their own names.

Various circumstances, however, including the unsettled state of the Law of Limited Liability, retarded the progress of the Company until the meeting of the Metropolitan and Provincial Law Association at Liverpool in October last. Many solicitors from various parts of the country attended that meeting, and took the opportunity to urge the Directors to proceed without further loss of time. The Directors therefore resolved to commence the work at once, and a memorandum of association was accordingly prepared and signed at Liverpool under the provisions of the Joint-Stock Companies Act, 1856 (which had been passed in the meantime), by seven gentlemen, of whom five were provincial and two were London practitioners. As this memorandum was not accompanied by any articles of association, it was afterwards found convenient to substitute for it another, which was signed by the seven gentlemen who now appear as the first registered shareholders of the Company. Only two of these happened to have also signed the memorandum prepared at Liverpool, though all of them were members of the Provisional Committee formed in 1855.

The scheme was no sooner placed before the profession than numerous applications for shares were received, and in a short time they exceeded by several hundred the number at the disposal of the Directors. The Directors consequently resolved not to allot more than five shares to any applicant, and they have now formed a Company consisting of eighty-one London and ninety-three country solicitors, including members of many of the largest professional houses in town and country, while they have twenty-three shares still unallotted, which they trust will be so disposed of as still further to add to the influence which they are confident the Company must eventually exercise.

In order to avoid adding to the number of legal periodicals already existing, and also wishing to avail themselves of a connection already formed of some strength and of great respectability, the Directors, before commencing The Solicitors' Journal and Reporter, deemed it expedient to purchase from Mr. Maugham the copyright and goodwill of the *Legal Observer*, which had been originally founded with very similar views to their own, and had been, during its entire existence (a period of upwards of a quarter of a century), the only Journal which was the property of solicitors, and whose interests it distinctively represented.

The Directors believed, that, in order to give to The Solicitors' Journal the authority and circulation which the *Legal Observer* wanted, it was necessary—first, to increase its size; secondly, to procure the highest available talent for its articles; and thirdly, to supply, in addition to general legal information, a good series of reports in a form adapted to the exigencies of a solicitor's office, and the earliest information of all important decisions of the courts.

For the first object the capital provided will, it is believed, prove ample. The second the Directors trust is already secured by the nomination of a thoroughly independent and able Editor. The third, also, the Directors believe they have successfully attained by the very satisfactory arrangement into which they have entered with the proprietors of the *Weekly Reporter*.

It remains, therefore, to be seen whether the profession is prepared to receive the Journal in the spirit in which it is offered, and to give to it that widely-extended support which forms in itself the means of usefulness, and, indeed, the very life of all periodicals.

A circulation is already secured, which, in the case of any ordinary professional journal, would be a remarkable success; and it has been highly gratifying to the supporters of this publication to find that whenever they have had the opportunity of fairly stating their views and objects, they have, with very few exceptions, met with the assurance that the Journal supplies a long-felt professional want. But it is notorious, that, without a considerable expenditure and zealous personal exertions, it is next to impossible to secure the attention of any large number of the scattered and busy members of our body.

The Directors feel that their work will not be completed until every attorney and solicitor in the Law List has had the claims and merits of this Journal brought under his personal notice, and a general canvass to effect this important object is now in progress. Wherever it has been carried out at all completely, the result has amply rewarded the exertions made.

The Directors feel it unnecessary to offer any comment upon the ridiculous attacks which have been made upon the undertaking. They have not allowed, and will not allow, themselves to be drawn into any controversy with the conductors of any other journal: the columns of the paper can be more worthily and more usefully filled.

The real nature and objects of the Company having been fully stated, the Directors have now only to request the shareholders to assist them in warning the great body of the profession against the fatal policy of creating divisions between the town and country members—a policy obviously suicidal, and most injurious to both classes.

It is now the duty of the shareholders to elect from among themselves a Board of Directors, whose task it will be to superintend the affairs of the Company during the ensuing twelve months, and who will no doubt exert themselves efficiently to discharge the functions of their office. There are, however, various ways in which it is in the power of the shareholders to assist the attainment of the common object, by services as important as those rendered by the Directors; and the Directors cannot better conclude this Report than by urging upon every shareholder to take every fitting opportunity—first, of bringing before his professional friends and connections the professional claims of The Solicitors' Journal to support; second, of sending advertisements for insertion in its columns; and third, of sending to the editor from his own locality communications of general professional interest.

Mr. Burton moved, and Mr. Peake seconded, and it was carried unanimously, that the Report now read be received and adopted; and that the best thanks of this meeting be given to the Directors for the mode in which they have conducted the business of the Company up to the present time.

The Chairman announced that the next business would be the election of a Board of Directors, of not less than ten, or more than twenty members; and that nominations had been received of Mr. W. L. Farrer, of London; Sir Wm. Foster, of Norwich; Mr. John Stallard, of Worcester; and Mr. John Case, of Maidstone, who, with the retiring sixteen Directors, were all eligible.

It was moved by Mr. Bockett, seconded by Mr. Parkin, and carried unanimously, that the sixteen gentlemen who retired this day be re-elected Directors of the Company.

It was moved by Mr. Lake, seconded by Mr. Burton, and carried unanimously, that Sir Wm. Foster be elected a Director of the Company.

It was moved by Mr. Bockett, seconded by Mr. Field, and carried unanimously, that Mr. W. L. Farrer be elected a Director of the Company.

It was moved by Mr. Peake, seconded by Mr. Barker, and carried unanimously, that Mr. John Stallard, of Worcester, be elected a Director of the Company.

It was moved by Mr. Field, seconded by Mr. Shaw, and carried unanimously, that Mr. John Case, of Maidstone, be elected a Director of the Company.

It was moved by Mr. Pollock, seconded by Mr. Burton, and carried unanimously, that this meeting congratulates the Directors on the appointment they have made of Editor to The Solicitors' Journal, and highly approves of the manner in which the paper has been conducted since its commencement.

It was moved by Mr. T. H. Bower, seconded by Mr. Burton, and carried unanimously, that Mr. Peake and Mr. Pollock be appointed honorary auditors for the ensuing year.

It was moved by Mr. Case, seconded by Mr. Field, and carried unanimously, that the country shareholders be requested to form themselves into distinct committees, for the purpose of canvassing their different localities, and of supplying information and offering suggestions as to the conduct and management of the paper.

It was moved by Mr. Field, seconded by Mr. Williams, and carried unanimously, that, in accordance with the express wish of the Directors, the London shareholders, not being Directors, be requested to form themselves into a shareholders' committee, for the purpose of arranging a complete canvass of both town and country, and that such a number of copies of the paper be placed at their disposal for gratuitous circulation as they may deem requisite.

It was moved by Mr. Burton, seconded by Mr. Pollock, and carried unanimously, that the London shareholders, other than the Directors, do now form themselves into a committee for the purpose of taking measures to increase the circulation of The Solicitors' Journal, and otherwise to promote the interests and business of the Law Newspaper Company, not, however, in any way interfering in the management of the paper, or the duties of the Directors; and that Mr. Shaen, having kindly consented to act, be appointed secretary to such committee.

It was moved by Mr. Benham, seconded by Mr. Rose, and carried unanimously, that the best thanks of the meeting be given to the Chairman, for his conduct in the chair.

Professional Intelligence.

Metropolitan and Provincial Law Association.

A meeting of the Managing Committee was held on the 8th of April, when a communication was read from the hon. secretary of the Northern Circuit Committee, stating that a meeting of that committee had been held on the previous day to consider whether any steps should be taken in consequence of the recent unfounded attacks, by the editor of the *Law Times*, upon the Association; and that a resolution had been adopted, to the effect that the attacks were wanton and unjustifiable, and bearing a willing testimony to the disinterested labours which the London members of the Managing Committee had at all times, since the formation of the Association, bestowed in promoting the interests and usefulness of the profession at large, in advancing its social status, and carrying into effect the objects of the Metropolitan and Provincial Law Association, and declaring that the London members of the committee were eminently entitled to the confidence and support of that meeting, and of every individual member of the profession. At the same meeting of the Northern Circuit Committee a further resolution was adopted, to the effect that the tone and character of the attacks alluded to would justify the Managing Committee in declining to make any further communications to the *Law Times*, but recommending them for the present to forward communications to that journal as heretofore.

Letters were read from a considerable number of provincial members of the committee condemnatory of the conduct of the

Law Times, but many of them expressing views similar to those of the Northern Circuit Committee as to forwarding communications to that journal.

The managing committee then resolved that minutes of its proceedings should be sent to the *Law Times*.

Communications were read from provincial members of the committee, and from the Hull Law Society, upon the evils of the existing bankruptcy system.

The correspondence between the committee and the Commissioners for inquiring into the present arrangements for transacting judicial business in England and Wales, respecting a more convenient arrangement of Easter Term, was reported on.

A further communication was ordered to be made to the Incorporated Law Society in reference to the scale of equity costs.

A report of the Liverpool Law Society upon the address of this Association, dated 3rd March, 1857, was received and read.

The draft annual Report was brought up, revised, and referred to a sub-committee.

The tenth annual meeting of this Association was held at the offices, 8, Bedford-row, on Wednesday, the 15th April, 1857. Among the members present during the proceedings were, the Chairman, Mr. W. S. Cookson, and Messrs. T. H. Bower, A. P. Bower, E. Bromley, H. Lake, F. H. Janson, E. Benham, T. H. Devonshire, J. A. Rose, T. Kennedy, R. A. Parker, and G. L. Patteson, London; Mr. J. Hope Shaw, Leeds; Mr. H. H. Statham, Liverpool; Messrs. G. Thorley, T. Sudlow, S. Fletcher, and W. H. Partington, Manchester; Messrs. A. Ryland, J. Powell, and H. Hawkes, Birmingham; Messrs. J. Case and J. Monckton, Maidstone; Mr. A. Hart, Dorking; Mr. J. Summerscales, Oldham.

The Secretary read the Report and the annual balance-sheet, when, after some discussion upon several of the matters mentioned in the Report, the following resolutions were adopted:—

1. Resolved, on the motion of the CHAIRMAN, that the Report be referred back to the Committee to be revised by them, and that it be then printed and circulated in the usual way.

2. Resolved, on the motion of Mr. HART, seconded by Mr. FLETCHER, that the cordial thanks of the Association be presented to the Committee of Management for their labours during the past year.

3. Resolved, on the motion of Mr. ROSE, seconded by Mr. A. P. BOWER, that the following members of the Association be elected members of the Committee of Management for the ensuing year:—

CHAIRMAN.

Mr. W. S. Cookson.

DEPUTY-CHAIRMEN.

Mr. J. Beaumont. | Mr. A. Ryland.

METROPOLITAN SOLICITORS.

Mr. J. Anderton.
" Richard Baynes Armstrong.
" E. S. Bailey.
" Keith Barnes.
" James Beaumont.
" William Bell.
" E. Benham.
" George Bower.
" T. Holme Bower.
" J. Bridges.
" James Burchell.
" E. F. Burton.
" Henry C. Chilton.
" J. M. Clabon.
Mr. W. S. Cookson.
" F. N. Devey.
" Charles Druce.
" E. W. Field.
" A. Hemsley.
" Henry Karslake.
" T. Kennedy.
" H. Lake.
" Edward Lawrance.
" C. J. Palmer.
" W. H. Palmer.
" J. J. J. Sudlow.
" W. H. Trinder.
" John Young.

PROVINCIAL SOLICITORS.

Mr. T. F. Champney (Beverley).
" C. M. Ingleby (Birmingham).
" Arthur Ryland, "
" S. Clarke (Brighton).
" W. Kennett, "
" H. Verrall, "
" W. J. Williams, "
" H. S. Wasbrough (Bristol).
" J. Greene (Bury St. Edmunds).
" J. Sparke, "
" T. Wilkinson (Canterbury).
" H. T. Sankey, "
" John Nanson (Carlisle).
" F. Potts (Chester).
" R. Raper (Chichester).
Mr. T. Coombs (Dorchester).
" R. T. Brockman (Folkestone).
" John Burrup (Gloucester).
" F. J. Bodenham (Hereford).
" John Hill (Hull).
" C. H. Phillips, "
" J. A. Jackson, "
" William Henry Moss "
" J. C. Smith, "
" R. Wells, "
" George Stamp, "
" Thomas Thompson "
" S. B. Jackaman (Ipswich)
" John Sharp (Lancaster).
" A. S. Field (Leamington).
Mr. J. Atkinson (Leeds).
" Robert Barr, "
" John Bulmer, "
" J. Sangster, "
" J. H. Shaw, "
" T. Avison (Liverpool).
" E. Banner, "
" M. D. Lowndes, "
" R. A. Payne, "
" W. Radcliffe, Liverpool
" H. H. Statham, "
" Jas. O. Watson, "
" E. A. Bromehead (Lincoln).
" J. W. Danby, "
" J. Case (Maidstone).
" J. P. Aston, (Manchester).
" J. F. Beever "
" J. Crossley, "
" S. Heelis, "
" James Street "
" T. Sudlow, "
" G. Thorley, "
" William Crighton (Newcastle-upon-Tyne).
Mr. T. Scriven (Northampton).
Sir W. Foster, Bart. (Norwich)
Mr. William Skipper, "
" H. B. Campbell (Nottingham).
" R. Enfield, "
" W. Hunt, "
" W. Minchin (Portsea).
" Joseph Peers (Ruthin).
" E. P. Kelsey (Salisbury).
" J. Webster (Sheffield).
" C. E. Deacon (Southampton).
" J. R. Wilson (Stockton).
" T. Burn, jun. (Sunderland).
" H. S. Stokes (Truro).
" C. Pidcock (Worcester).
" J. Stallard, "
" W. Beamont (Warrington).
" T. Nicks (Warwick).
" T. Waters (Winchester).
" John Lewis (Wrexham).
" Thomas Hodgson (York).
" George Leeman, "
" G. H. Seymour "

4. Resolved, on the motion of Mr. SHAW, seconded by Mr. THORLEY, that the best thanks of the Association be presented to Mr. A. P. Bower and to Mr. E. Bromley, for their services as auditors, and that they be requested to accept the same office for the ensuing year.

5. Resolved, on the motion of Mr. CASE, seconded by Mr. SUDLOW, that the best thanks of this meeting be presented to Mr. Cookson, for his able conduct in the chair.

After the meeting, the members dined together at Radley's Hotel, Bridge-street, Blackfriars.

The Report of the Committee will be inserted in this Journal.

JURIDICAL SOCIETY.

This Society will meet on Monday evening next, the Vice-Chancellor Sir John Stuart, in the chair; when a paper will be read by Mr. F. S. Reilly, on "Judicial Oaths." Vice-Chancellor Stuart has accepted the presidency for the ensuing year.

CHANCERY SITTINGS.—LORD CHANCELLOR AND LORDS JUSTICES.

During the remainder of the present Term the Lords Justices will sit with the Lord Chancellor for the purpose of hearing appeals.

REGULÆ GENERALES.

EASTER TERM (*April* 23).

Indorsement of Notice on Writs on Contract.

It is ordered that plaintiffs suing in contract for £20, or less, may, if they claim costs, indorse on the writ of summons the following notice:—

"Take notice, that if judgment be signed for default of appearance the plaintiff will, without summons, apply to a judge for his costs of suit, unless before such judgment you shall give notice to him, or his attorney, that you intend to oppose such application."

And it is further ordered, that, if the defendant give such notice, the plaintiff shall proceed by summons and order. But if the defendant give no such notice, the plaintiff may produce such indorsement to a judge at chambers for an order for costs, *ex parte*; and if the judge shall sign his name to the indorsement, such signature shall be an order for costs, and the Master may tax them thereon, accordingly. In case of any application for costs without such indorsement, the plaintiff shall not be entitled to more costs than if he had made such indorsement, unless a judge shall otherwise order.

Entry of Satisfaction on Judgments.

Upon a satisfaction piece, duly signed and attested, in accordance with the 80th rule of Hilary Term, 1853, being presented to the Clerk of the Judgments of the Masters in the Court in which the judgment has been signed, he shall file the same, and enter satisfaction in the judgment-book against the entry of the said judgment; and no roll shall be required to be carried in for the purpose of entering satisfaction on a judgment. Signed, &c.

ATTORNEYS TO BE ADMITTED.

Queen's Bench.

FOR THE LAST DAY OF EASTER TERM, 1857, PURSUANT TO JUDGES' ORDERS.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Bellot, William Cuthbert, Oldham	H. W. Litler, Oldham.
Carter, Robert, 2, Belgrave-street, Belgrave-square; and Northwold	W. B. S. Rackham, Lincoln's-inn-fields; M. B. Lucas, 11, Adam-street, Adelphi.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Kent, Alfred, St. Paul's-road, Newington; and Cannon-street	W. D. Kent, Serjeants'-inn; J. T. Luscombe, Cannon-street.
Nevill, William Henry, Fountain-lodge, Liscard	J. B. Lloyd, Liverpool.
Stable, John Wickey, jun., 5, Featherstone-buildings, Holborn; and Austin-friars	J. W. Stable, sen., Manchester; C. E. Palmer, Barnstaple; J. N. Malleson, Austin-friars.
Walsh, William Henry, 1, Dartmouth-place, Blackheath; and Manchester	W. Sale, Manchester.
Williams, Robert Wynn, Park-lane, Denbigh	P. Morris, Denbigh.

Renewed Notices of Admission on the Last Day of Easter Term.

Ashley, George, 44, Regent-square; and Davies-street	R. Knapp, Woodstock; B. Holloway, Woodstock.
Ashwell, Charles, 12, Harpur-street, Red Lion-square	Messrs. Clarke, Longton.
Atkinson, Thomas S., 13, Acton-street, Grays-inn-rd.; Church-st., Southwark; & Manchester	T. Swainson, Lancaster.
Baker, Robert Ivey, 22, John-st., Islington; Amwell-ter., Pentonville; and Wolverhampton	C. Corser, Wolverhampton.
Barritt, Robert, 18, Devonshire-street, Queen's-square; and Bury	S. Woodcock, Bury.
Batte, William Dones, 11, Seymour-place, York-street, Walworth; and Bridgnorth	H. Vickers, Bridgnorth.
Boxall, Charles, 30, Amwell-street, Claremont-square	H. Chase, jun., Reading.
Browne, Owen Francis, 38, Liverpool-street, Argyle-square; and Compton-street East	J. S. Leakey, Lincoln's-inn-fields.
Cole, Arthur William, 9, Kensington-park-ter. North, Notting-hill; and Sutton, near Hounslow	W. Sharpe, Bedford-row.
Drinkwater, Frederick, 5, New Ormond-street, Queen-square; and Hyde	J. Hibbert, Godley.
Earle, Horace, 2, Shaftesbury-crescent, Pimlico	C. Ford, Bloomsbury-square.
Eaton, George, 10, Cardington-street, Hampstead-road; and Kingston-upon-Hull	E. Sidebottom, Kingston-upon-Hull.
Fell, William, 4, Wharton-street, Islington; and Whitehaven	J. Postlethwaite, Whitehaven.
Fisher, Charles Francis, 23, Cecil-street, Strand; Ventnor; and Great Yarmouth	J. G. Fisher, Great Yarmouth.
Goldney, Gabriel, jun., 10, Mortimer-terrace, Kentish-town; and Rowden-hill, Chippenham	G. Goldney, Chippenham.
Gregory, Charles, Eyam	E. Lambert, John-street, Bedford-row.
Harris, Charles Rice, Tredegar	J. G. H. Owen, Pontypool.
Holt, James John, 31, Dalston-terrace, Dalston; and Carey-street	B. Hastie, Northampton-square; J. J. Spiller, Lothbury; R. H. Atkinson, Carey-street.
Howell, David, 13, Princes-ter., Caledonian-road; and Torriano-grove, Kentish-town	H. Young, Serjeants'-inn; A. Warrand, Basinghall-st.
Hullett, John, Coleford	W. Roberts, jun., Coleford.
Hustler, William Octavus, Halsted	O. Hustler, Halsted; W. H. Sams, Clare.
Jenkins, Thomas Moses, 1, North-place, Hampstead-road; and Mornington-place	J. Blakeney, Bedford-row; F. W. Dolman, Jermyn-st.
King, Charles Bayley, Nursery-terrace, Aston Manor, Birmingham	T. Slaney, Birmingham.
Ledsam, William, 69, Great Russell-street, Bloomsbury	C. Ingleby, Birmingham
Lee, Frederic Coope, 17, Inverness-road, Bayswater	T. French, Eye.
Liversedge, Henry, Crowle	T. H. Carnochan, Crowle.
Love, Joseph Neeld, 11, Bedford-row; and Faringdon	G. F. Crowdy, Faringdon.
Mortimer, John, 57, Stanhope-street, Hampstead-road; and Haverfordwest	T. Gwynne, Haverfordwest.
Norton, Francis, 12, President-street West, Goswell-road	L. Norton, deceased, Jewin-street.
Sers, Peter, 13, Bernard-street, Primrose-hill	W. T. Manning, Gt. George-street.
Skeet, Robert, 10 King William-street, Charing-cross; and Kingston-upon-Hull	A. Atkinson, jun., Kingston-upon-Hull.
Slann, Thomas Holloway, Holt	J. M. Webb, Holt; G. Wilkinson, Holt.
Stott, Richard, Chelmsford	Messrs. Crick, Maldon; F. T. Veley, Chelmsford.
Thompson, George, 1, Grove-terrace, East India-road; Robert's-place, Clarence-street; and Grove-house, near York	L. Thompson, Grove House, near York.
Waldy, Henry Temple, 52, Albemarle-street, Piccadilly	Keith Barnes, Spring-gardens.
Weston, Henry, 5, Waverley-place, St. John's-wood	R. Bloxam, New Boswell-court; E. Bloxam, New Boswell-court.

Re-admission on the Last Day of Easter Term.

Wright, Charles, 27, Essex-street, Strand.

Renewal of Certificates—May 9.

Aldrich, Frederick, 14, Furnival's-inn; Welbeck-street; Old Cavendish-street; and Aldershott.
Borradaile, Charles, 12, South-sq., Gray's-inn-road; and Upper Tooting.
Burdett, Godfrey Sherwood, Mistley; Saffron Walden; Manningtree; and Pontefract.
Dickinson, Simpson, Leeds; and Driffield.
Farwell, Frank, 10, Devonshire-st., Queen's-sq.; and Lincoln's-inn-fields.
Forfar, William Bentinck, Helston.
Grange, Richard, 49, Paddington-st.; and Charles-st., Portland-town.
Hodges, Edward, 9, Randolph-road, Maida-hill.
Hume, John Penory, 15, Alpha-road, Regent's-park.
Miller, Willoughby, Aberystwith.
Morice, George, Aberystwith.
Myers, John, Manchester.
Oliver, Geo. Heywood, Barnes; Up. Norwood; Margate; & Twickenham.
Rogers, John Robert Fydell, 38, Great Ormond-street, Queen-square.
Scott, James William Percival, 2, Southampton-buildings, Whitecross-street Prison; and Queen's Prison.
Smith, Edward, 14 Park-road, Upper Holloway.
Stoker, John George, Newcastle-upon-Tyne.

Correspondence.

DUBLIN.

(From our own Correspondent.)

The Savings' Banks Question (*Continued from page 383*).

A small publication on this question, bearing the name of the Rev. J. B. Hawkins, has appeared opportunely, as it points out, statistically as well as emphatically, the defects in the existing state of the law. Considerable attention appears to have been given to the subject by Mr. Hawkins, and he presents a detailed statement of the history of savings' banks, the expense of carrying them on in various parts of the kingdom, &c.—information highly useful to those who take an interest in the subject. But while the evils of the present system are commented on, the "remedial suggestions" appended to Mr. Hawkins's *brochure* are not of a nature to add anything to its value; and any one who expects there to find a satisfactory remedy prescribed for an admittedly unhealthy state of things will be considerably disappointed. Not many weeks since (unless I very greatly mistake) an advertisement appeared in several London and provincial journals of a projected "National Savings' Bank Association," with the Rev. J. B. Hawkins announced therein as manager or secretary. In the reverend gentleman's pamphlet, he does not advert to the fact of his having any interest in, or official connection with, the aforesaid association: he merely states, that, after full consideration of the subject, he can "heartily commend" the project to the attention of the public. He believes that it is full of "sound practical benevolence, sure to yield valuable results, in a *minor degree* to its depositors, in the highest degree to its shareholders." Whether this speculation will turn out well for its office-bearers and shareholders I do not presume to say. The project is only here noticed because of its claim to be a vast improvement on the existing system, and to be full of "practical benevolence" to the nation at large. Recent experience has shown how ineffectual is the audit of any public company's accounts—how fallacious the idea that good commercial or other names, as patrons or directors, save a company from ultimate insolvency. Depositors in savings' banks are, as a class, mentally and arithmetically unfit to ponder over annual balance sheets, and unable to judge of the financial position of any company. However respectable may be the promoters—however pure their motives—however sound their "monetary basis"—a joint-stock company ought not to be systematically intrusted with the little savings of the poorer classes.

It is generally agreed on by most of those who have studied this question, that savings' banks ought to be under the control of the Government. We have lately seen how in France the populace are actually glad to lend their money to their rulers, at a moderate rate of interest; and it is unnecessary to point out the degree of stability given to the Government by its thus enlisting the working classes as its creditors. Dr. Hancock, Mr. Sikes, and other writers have demonstrated the utility of throwing open the Government funds, as a mode of investment, to all ranks of society, by providing for the purchase and sale of stock in provincial towns. This would be a most important part of any sound scheme for enlarging the operations and increasing the security of savings' banks. The first step that ought to be

taken would be to hold a Government audit of all existing savings' banks, prior to their dissolution. "Trustees" and "managers" should have no place in the new system. A responsible officer should be nominated by the Government in every town; he should daily receive deposits; and for deposits paid to him during office hours the Government should be in every case responsible. Wherever a branch of the Bank of England or Ireland exists in any town, it might prove convenient and economical to invest the local manager with the new office. In towns where other banks alone have branch establishments, a similar arrangement might perhaps be made, with advantage to all parties. When the entire sum to the credit of any depositor amounted to one hundred pounds, Consols to that amount should be purchased, and transferred into his name; and to facilitate these dealings in public securities, every branch of the Bank of England or Ireland ought to be empowered to effect transfers of stock. A minor improvement, but not a trivial one, would be the reduction of the stamp duty payable on powers of attorney, where the amount to be affected is small. A central office in London should have the control of all the provincial officers; and travelling inspectors should ascertain that business is everywhere conducted with regularity, books and accounts properly kept, depositors' books balanced, &c. Such is the rough outline of a plan, which might perchance accomplish much good. Would some active and philanthropic representative take up the subject, and devote himself to a reform in our savings' bank system, he might save all future depositors from loss, and earn the gratitude of all ranks of his conntrymen, and more especially that of the millions who daily toil for bread, but have now no secure repository for their hard-earned savings.

LAWYERS IN PARLIAMENT.

The list of lawyers returned to the new Parliament, given in THE SOLICITORS' JOURNAL of last week, is in some particulars incomplete. That list contained the names of Messrs. Cairns, Bowyer, and others, members of the English Bar, as also the name of Mr. Davison, M.P. for Belfast, the only Irish solicitor who has a seat in the House of Commons. The following names were, however, omitted:—

BLAND, LOFTUS. . . .	King's County. .	Q.C.
BUTT, ISAAC.	Youghall . . .	Q.C.
DEASY, R.	Cork County . .	Q.C.
DOBBS, CAREY . . .	Carrickfergus . .	Barrister
FITZGERALD, J. D. . .	Ennis.	Q.C. Att.-Gen.
MILLER, STERNE . . .	Armagh	Q.C.
NAPIER, JOSEPH . . .	Dublin University	Q.C.
O'BRIEN, JAMES . . .	Limerick . . .	S.L.
O'CONNELL, D., jun. . .	Tralee	Barrister
WALDRON, L.	Tipperary . . .	Barrister
WHITESIDE, JAMES . .	Enniskillen. . .	Q.C.

In addition to the foregoing, several other M.P.'s for Irish counties and boroughs have been called to the bar; but inasmuch as they have not practised, I have not included them. Among these may be mentioned Cogan, W. H. (Kildare), Forster, Sir George (Monaghan), Greer, S. M. (Londonderry), Hatchell, John, jun. (Wexford), M'Cullagh, W. T. (Yarmouth), and O'Brien, P. (King's County). Mr. I. F. Maguire (Dungarvan), although nominally at the bar, is better known as proprietor and editor of the *Cork Examiner;* and he goes into Parliament as the only representative of Irish journalism, for the connection of Messrs. Napier and Whiteside with the *Daily Express* is hardly of a kind to entitle them to the designation of journalists.

APPOINTMENTS.

Rumours have been flying about as to the supposed retirement of one of our venerable judges. It has also been surmised that a change will shortly take place among the Masters in Chancery. Nothing definite has, however, transpired, and even the oldest judge on the bench, who has lived nearly to his ninetieth year, is sitting daily, vigorous in intellect, and apparently destitute of any intention to make way for younger expectants.

Mr. P. J. Byrne, solicitor, of Dundalk, is appointed clerk of the Crown for the county of Louth, in place of the late Mr. W. Horan.

SAVINGS' BANKS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—My attention has been attracted to your Dublin correspondent's article on the Savings' Bank Question, in the last number of THE SOLICITORS' JOURNAL. Having been many years one of the managers of an extensive savings' bank, and feeling desirous that the system of management should be made as perfect as possible—being also strongly impressed with the opinion that nothing less than perfect and entire Government security for each and every deposit is necessary—I still cannot agree in your correspondent's sweeping condemnation of the present practice; and, I believe, I can show that several of the statements in his article are not correct.

I think it is not correct to say that the moneys deposited are lent to the managers or trustees of each bank, and by them lent to the commissioners for the reduction of the National Debt. It might as truly be said, that, if you, Mr. Editor, were to receive under the will of a friend £1,000, as trustee for that friend's children, to invest the same in the public funds, the money was lent to you; and that, if you employed an agent to make the investment, the money was lent to that agent. It is clear there is neither borrowing nor lending in such a transaction.

On the subject of security, your correspondent states that the entire security from all quarters available to depositors is under £800,000, while the aggregate amount of deposits is over £33,000,000. I have before me the general statement of a savings' bank for the year ending 20th November, 1855, from which it appears that the total amount due to all sorts of its depositors at that date was £233,236 12s. 1d., of which the amount invested with the Commissioners for the reduction of the National Debt, including interest, was £232,740 4s. 11d. Does your correspondent maintain that the depositors above mentioned have not available security for the amount invested with the Commissioners? If he does, the most mild observation that can be applied to such a proposition is, that it is absurd. On the other hand, if he admits that those depositors have available security, it is impossible to reconcile with this admission his statement that the entire security from all quarters available to depositors is under £800,000.

Several cases of loss to depositors in savings' banks by the fraud or negligence of trustees have occurred. It is the duty of Government to prevent such losses, but that is a difficult matter to accomplish. If all management and control be taken from the local trustees, a purely Government establishment must replace the present management at every savings' bank in the United Kingdom, which would be a very bad arrangement. If local trustees are retained, as they must continue to act without payment, their responsibility cannot be reasonably made more extensive. If their responsibility was made to extend individually and collectively to the whole of their property, it would not prevent loss to depositors by fraud or negligence on their part.

It is said reproachfully that deposits increase in prosperous times, and are withdrawn when times are bad. Of course it is so. Is it not the prime object of savings' banks to secure, when times are bad, support from more prosperous times? If depositors are to enjoy the essential advantage of Government security, their money must be lodged in the public funds. A high price of funds coincides with prosperous times, when stock will be bought; a low price, with bad times, when sales will be made. It is not possible to avoid a loss equal to the difference. It may be a question on which party the loss should fall—whether upon the Government, as administering the National Debt, or upon the depositors. It has hitherto been borne by the Government, and this is represented as a "tax paid by a careless nation." It may be so, but if this plan is reversed, and the depositors made to bear the loss, great difficulty will be found in settling such a scheme of accounts as will correctly apportion a share of the loss to each depositor. Moreover, such a deduction would be very likely to produce great repugnance against making deposits. The advantage which savings' banks confer on the working classes are similar to those which the middle classes derive from life insurances. It is impossible to overestimate the advantages which have actually been enjoyed by the working classes from savings' banks on the present system, imperfect as it may be. If the defects of that system cannot all be removed, it would nevertheless be a very high degree of folly on the part of employers to adopt your correspondent's suggestion, not to encourage those under their influence to make use of savings' banks. The experience of forty years has proved these establishments to be not only the best and safest, but, in truth, the only tolerably safe depository for the small savings of the labourer, of domestic servants, and of the mechanic.

I shall be glad to see the promised schemes of your correspondent for improvement and reform: but I can by no means agree in his denunciation that savings' banks, as now constituted, are a "disgrace to our country."

I am, Sir, your obedient servant,

P.

THE FORTHCOMING REVOLUTION.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—Reading your last week's impression in a somewhat discursive manner, I happened to commence the observations published under the above title in the middle. I had not read far before I was so struck with the ignorance displayed on many of the points discussed, and the absurdities promulgated, that I at once turned to the commencement to see what tyro of twenty had been accorded by you such liberal space for his crude reflections. To my surprise and dismay, I found that the "thoughts" I had been perusing were those of a "solicitor of thirty years' standing." I cannot, of course, doubt your correspondent's full right to the *status* he claims, but I must take the liberty of saying that his length of years has either left him strangely ignorant of the practical working of the present conveyancing system, or has endowed him with wonderful recklessness of assertion. I have not the time, and you would probably not accord me the space, to expose all the many errors of fact and of judgment with which these "thoughts" abound; but there are two paragraphs which certainly ought not to pass unnoticed. Indeed, I am almost surprised that you should so far have given them your sanction as to have allowed them to appear without note or comment. The first paragraph to which I refer is as follows:—

"In other words, given ordinary Consols at 94, and pass a law to-morrow requiring all stock held by trustees to be dealt with as land and the title to be investigated, and all *cestuis que trust* to join in transfer, or be otherwise duly barred, would those trust Consols fetch 73? If not, then seven years' purchase would be struck off the price of all Consols under that category; and then, say the projectors, why should not seven (or other equivalent) number of years' purchase be added to the price of all land, if we throw over the present method, and adopt the stock principle of title and conveyance?"

If I read these sentences aright, they say in effect, that, were the same investigation of title as is now necessary in the case of land, necessary also in the case of stock, the selling value of the stock would be depreciated by seven years' purchase, or about twenty-one per cent. The necessary implication here is, that the present system of conveyancing entails the specified amount of depreciation. Now, sir, your correspondent gives us no facts and no reasons for attributing such an effect to the existing system; and I am at a loss to imagine how any one calling himself a solicitor can have conceived, and can gravely propound to the profession, so monstrous an idea.

Let us see in what way, and to what extent, the present system operates to depreciate the selling value of land, and consequently in what way, and to what extent, the destruction of that system would enhance that value.

The only two points in the present system of conveyancing which I find noticed by the conveyancing commissioners, or which occur to my own mind, as depreciating the value of land, are—1st, the time occupied and delays incurred in effecting a transfer; and 2ndly, the legal expenses attending the transfer.

Now, with regard to the first of these alleged causes, I apprehend that it is entirely a mistake to imagine that it has any appreciable effect on the price at which land is bought and sold. Land is not an article that, for its enjoyment, requires to be handed over bodily to the purchaser at a moment's notice—from its very nature this is impossible. There is always, besides the owner, an occupier whose interests have to be regarded, and in consequence purchases are almost invariably completed and possession given on certain quarterly and half-yearly days concurring with the state of the tenancy. When a man buys land, his own and the vendor's convenience makes them agree on one of these days for the final settlement, and the intermediate time is generally ample to complete the legal part of the business. Even if the matter cannot be quite settled by the time appointed, no loss occurs, as the agreement, or, in default, the general principle of equity, makes provision for the case. A purchaser of land regulates the price he will give by the rate of interest he wishes to obtain, and not by the few days or weeks, more or less, that may elapse before he can fully complete his purchase. To act otherwise would be as absurd as to give more money for a ready-made coat because you can have it at a minute's notice, than for one duly bespoke, which your tailor will require a week to produce. In short, were land made transferable to-morrow by the old plan of handing over a clod or twig, without other formality, I conceive that no purchaser, on the mere ground of the celerity of the transaction, would add one farthing to his intended purchase-money. I have dwelt thus much on this point of *time*, not only because I imagine it to be one of the notions operating on the mind of your correspondent, but because the Commissioners, in their report, frequently talk of *delay* in connection with expense. I observe, however, that when, in their eighty-ninth paragraph, they speak of the saving to be effected by their scheme, they are sensible enough not to put down anything as gained on this head. There then only remains the expense occasioned by the present system—that is, solicitors' and counsels' fees. To support the statements of the "Solicitor of thirty years' standing," these fees must amount to seven years' purchase, or twenty-one per cent. on the value of the property. I hope, sir, for the sake of the profession, that your paper is not read by the laity; clients are not over-patient under the infliction of our bills as they actually exist; but I tremble for the consequences when they are given to understand by one of ourselves, a gentleman of thirty years' experience, that they are regularly mulcted of twenty-one per cent. on the value of their property whenever they buy or sell. However, as possibly some trembling landowner may have caught sight of the above frightful suggestion (your professional readers will see its absurdity at once), I would state that the experience of many years in the management of large conveyancing businesses convinces me that the strictly legal expenses on the transfer of land do not, on the average of transactions, great and small, exceed four per cent. on the value, or about one year's purchase. In this calculation I include the expenses both of vendor and purchaser. Further, in answer to the proposition put by your correspondent in the paragraph above quoted as to the Consols, I say that the stock in question, instead of 73, would realise at least 90. The second paragraph to which I have alluded is this:—

"This scheme, truly great for good or for mischief, is therefore entirely the production of solicitors, and has entirely had its rise in considerations peculiarly emanating from the custody of the client's purse and pecuniary interests. The scheme at present is not of compulsory application. If it prove bad on trial, it will die a death of inanition. If put on compulsorily, it will either play the devil with the landowners, or it will certainly raise the marketable value of every landed estate five or six, or possibly eight or ten years' purchase; and whichever it does, the solicitors who devised it must have the blame or praise."

Your correspondent has here outdone even himself. We have now got from a loss of seven years' purchase, to one of ten. Had the writer continued his reflections we should probably have learnt that the entire value of landed estates is consumed in costs on each transfer. As it is, we are coolly told that the present system depreciates land by perhaps ten years' purchase, which, as I have shown, must be entirely owing to the lawyers' fees. Truly, in the elegant language of your correspondent, how we must "play the devil with the landowners!"

The "Solicitor of thirty years' standing" appears to have no fear of insulting the common sense, or of ignoring the practical knowledge, of your readers. I am not so bold, and I, therefore, refrain from further exposing the egregious exaggerations contained in the last quoted paragraph. I am, Sir, your's, &c.,

A Conveyancing Clerk.

To the Editor of The Solicitor's Journal & Reporter.

Sir,—The question of professional remuneration, as raised by the Report of the Registration Commissioners, is a very important one. From the terms in which lawyers' bills for conveyancing are spoken of in that Report, uninformed persons would suppose that they were the *sole cause* of what is called "the decay in the value of lands." Let us see, however, whether this be so or not. Suppose the case of a large landed estate offered for sale, as is usual, by auction. The solicitors for the parties, in conjunction with the auctioneer, prepare the particulars of sale, and this, with the actual attendance of the auctioneer at the sale to offer the property to the assembled bidders, is, so far as I know, all that the said auctioneer does. For this he is rewarded by a per-centage on the amount for which the estate is sold. We will suppose the estate to be sold for £32,000; the commission on this would be as follows:—

At 1 per cent. on first	£15,000 . . .	£150	0 0
„ ½ ditto on	17,000 . . .	85	0 0
	£32,000 . . .	£235	0 0
Timber on the property valued at £1,511 10s., at 5 per cent.	. . .	75	11 6
	Total . .	£310	11 6

These figures are taken from an actual bill of one of the great London firms, and are quite *exclusive* of cash paid for advertisements and journeys, &c. It is well known, also, that supposing the auction should not take place, but the estate be sold by private contract, the same commission must be paid; the ground for demanding it being stated to be the *custom of the trade*. Now, I would ask, what services has the auctioneer performed, that he should be so very largely remunerated?

Turn we now to the solicitors concerned for the parties. They have to investigate, perhaps, a very complicated title, and perform other very arduous and responsible services, extending, perhaps, for several months. And yet I venture to affirm that the bill of costs of the purchaser's solicitor, which in all probability would be the largest, would not in such a case, *including* all payments, be more than from £150 to £200; and this is to be taxed, reduced, and grudgingly paid after all, while not a word is ever said of the enormous charges made by the auctioneer; and if we compare the time given, the trouble taken, and the anxiety endured by the one and the other, we shall find that the solicitor's is tenfold that of the auctioneer. This is no fanciful picture. If the principle is to be (as it ought to be), that every man be paid fairly for what he does, we should find that the auctioneer, who gives, we may say, a few days, or even a week, to the business, would only be paid a tenth part of his present demand, and what remains would, in most cases, more than pay the solicitor's bill, including every payment out of pocket.

I need not say anything as to taxation of bills, further than to express my surprise that any such system (which is absurd in the last degree) should be persevered in. Mr. Williams, in the paragraph you quoted in your last week's paper, has given it some hard knocks; but I much doubt whether his sarcasms will prevail to upset the present preposterous system of legal tariffs and taxation. I remain, sir, your obedient servant,

April 21, 1857. LEX.

Review.

Roman Law and Legal Education. By H. J. MAINE, LL.D., late Queen's Professor of Civil Law in the University of Cambridge. Cambridge Essays for 1856: J. W. Parker & Son.

Mr. Maine, late Professor of Civil Law at Cambridge, and now reader on the same subject at the Inns of Court, published a paper in the last number of the Cambridge Essays, which must be deeply interesting to all persons who wish to see the legal education of the country placed upon a proper footing. The excellence of the style of the paper, and the familiarity with the subject which it displays, are what might have been expected from the well-known talents of the author, and can surprise no one who is acquainted with the powers which have enabled him to obtain, for a subject somewhat remote from the ordinary course of professional business, and having the reputation at least of considerable dryness and difficulty, a degree of popularity amongst the present generation of law students fully equal to that which has rewarded the exertions of the gentlemen who lecture upon more familiar and more interesting branches of the science. Strongly recommending such of our readers as take an interest in the subject to refer to the Essay itself, we will proceed to lay before them some account of the topics which it handles.

The first reason which Mr. Maine alleges for the opinion that Roman law ought to form an important branch in the education of English lawyers, is the fact that it largely enters into and deeply colours very many departments of knowledge with which its connection is not immediately apparent. Roman law is not like our own, a vast congeries of text-books, statutes, and precedents. "It may, for practical purposes, though inadequately, be described by saying that it consists of principles and of express written rules." The business, therefore, of the Roman jurisconsults was confined to ascertaining what were the logical results of a certain set of verbal propositions, and this gave them an unrivalled excellence in an art of which English lawyers are by daily necessity made to feel their own ignorance—the art of interpreting written documents. This art, it is obvious, was capable of a very wide application; and as Roman law was widely adopted on the continent of Europe, its principles of interpretation affected very deeply the character of every branch of intellectual inquiry in which language was used, or in which an attempt was made to use it, with anything like controversial accuracy; much in the same way as our own rules of evidence have exercised a strong influence over all departments of knowledge which turn in any measure upon ascertaining disputed facts. In the case of Roman law these results were peculiarly apparent in its relation to moral philosophy. With the exception of the school of the Casuists, whose views of morality were almost exclusively based upon the theology of the Roman Catholic Church, all continental moral philosophers, from the time of the Reformation to the rise of Kant's philosophy, in the latter part of the last century, could trace their intellectual descent to the great book of Grotius *de Jure Belli et Pares*. The primary and avowed object of this book "is an attempt to determine the law of nature," of which the Roman jurisconsults were either the inventors or the discoverers. Hence, "the system of Grotius is implicated with Roman law at its very foundation;" and from this it follows, that, without a competent knowledge of that system it is impossible to understand the views of writers who have had a large share in moulding the existing opinions upon this most important subject.

Another great advantage of the study of Roman law is the command which it confers upon the student of a scientific, technical phraseology. Whatever may have been the advantage of the great law reforms of the last twenty-five years, they have altogether destroyed whatever symmetry our technical language may have once possessed. It is no longer possible for any one to obtain a scientific knowledge of (for example) our system of real property law. Indeed, it no longer forms a system at all, though it still retains the old technical language, as Mr. Maine observes, "in a state of disintegration." The evils of such a state of things are patent, and notorious to every lawyer. To say nothing of the impediments which it throws in the way of all attempts to draw Acts of Parliament with accuracy, it is the one great cause of the enormous prolixity by which our reports of cases are discreditably distinguished from those of other civilised countries. To such evils it would, as Mr. Maine observes, be impertinent to attempt to apply any single remedy; but he considers, that, by extending the study of legal expression by the help of the Roman law, an almost indefinite advantage might accrue to the precision and expressiveness of our own legal phraseology. Such a course would, moreover, be attended with the collateral advantage, that it would enable English and Continental writers on many subjects, moral and political, to understand each other far better than they can at present. The language of Roman law pervades the whole range of our thoughts. "Obligation," "Convention," "Contract," "Consent," "Possession," and "Prescription," are words which in that system have a strict technical value. With us their meaning is loose and popular; and the consequence is, that English and continental writers and diplomatists are often at cross-purposes with each other; our countrymen using in an indefinite sense words to which foreigners attach a precise legal import. We may illustrate the inconvenience of this state of things by a fact which occurred within our own observation. A solicitor told his client that a security which formed the basis of an intended marriage settlement was only "equitable"—the client understood him to mean that it—the sum so secured—would constitute a mere debt of honour.

Another circumstance to which much of the educational value of Roman law is due is the fact, that, from the course of events, it is, in Mr. Maine's phrase, "fast becoming the *lingua franca* of jurisprudence." The Code Napoleon is little more than "a compendium of the rules of Roman law practised in France before the Revolution, and cleared of all feudal admixture." Indifferent as the great body of the public always are to the subject of law reform, the Code Napoleon has taken a strong hold upon the popular favour of countries the political constitutions of which differ very widely from each other and from that of France. It prevails in Austria, in Holland, in Rhenish Prussia, and in Southern Italy; and it is well worthy of remark, that the most popular of the various legal systems which exist in the different parts of the United States is the Code of Louisiana, which Mr. Maine describes as being, "of all the republications of Roman law, the clearest, the fullest, the most philosophical, and the best adapted to the exigencies of modern society."

Another reason for studying the Roman law is its connection with the question of the possibility of codifying the laws of England. Mr. Maine points out that the word codification has two meanings—that of reducing an unwritten system of law to writing, and that of reducing written law to a convenient shape. As to the first operation it has been already performed in this country. There is no legal proposition whatever which is not to be found somewhere or other, either in the Reports, the Statute Books, or the works of text writers of more or less authority. The only open question, therefore, on the project is, whether we have the means of reducing these writings into a concise and convenient form. Mr. Maine's opinion upon the subject seems to be, that, though there are great difficulties in the way of such an undertaking—difficulties arising principally from the absence of a proper technical language—we may hope ultimately to accomplish it, and that the first great step towards that achievement would be an extended acquaintance with "that wonderful

terminology, which is, as it were, the short-hand of jurisprudence."

Mr. Maine, it need not be said, thinks very highly of the general character of the system, to the incidental advantages of which he refers so warmly. He points out, that, during some five or six centuries, the study of Roman law was almost the only profession which afforded any real opportunities for the exercise of the highest intellectual powers. During the decline of the Roman Empire, there was little study of natural science, little taste for art, and no opportunities for free political action. When, therefore, a man of capacity had to choose his profession, he had only four courses open to him. If he did not become a teacher of rhetoric, a commander of frontier posts, or a professional writer of panegyrics, the practice of the law was his only resource. Law, therefore, drew to itself an enormous proportion of the available power of the time, and, to conclude our notice with the eloquent words with which Mr. Maine concludes his paper, "unless we are prepared to believe that for five or six centuries the world's collective intellest was smitten with a paralysis which never visited it before or since, we are driven to admit that the Roman jurisprudence may be all which its least cautious encomiasts have ventured to pronounce it, and that the language of conventional panegyric may, for once, fall short of the unvarnished truth."

Curiosities of Local Courts.

There is no rose without a thorn—says the proverb—and, as in most popular metaphors, the wisdom concealed under the figure is wide in its application. Certainly the district county court—the fairest blossom on the tree of legal reform which has budded in our day—forms no exception to its universality. No doubt law, under its influence, has become cheaper; and justice, in a vast majority of cases, is more speedily and effectually obtained. The new system has been a lion in the path of the fraudulent debtor, and the guardian angel of many an honest creditor, who would have gone to the wall while *latitats* flourished and "bills of Middlesex" were in fashion, and who would have shrunk from embarking in an action in the superior courts even under the simpler procedure of the present day. But these advantages have not been secured without drawbacks. One of these—perhaps the chief—is not, however, a necessary part of the system, but an accidental error in its conception. Where sixty men appointed to judge both law and facts ply their vocation,—each separated more or less from his fellows, all in a great degree from the bulk of the profession, many well-stricken in years, none of the highest order of forensic talent, most living remote from Westminster Hall, and (whether they will or no) playing the tyrant in a little legal kingdom—what, we ask, must be the consequence? It does not require any great amount of sagacity to reply that mistakes will be made; that law will be forgotten or disregarded; that conflicting decisions will be given; and, in a word, that justice will, in many instances, miscarry. But all or most of these dangers might, we think, be met by some such expedient as frequently changing the district of each judge, or, better still, by holding out to the judges the prospect of future promotion as an inducement to present excellence. A *shelved* man, removed from the pressure of public criticism, never can, and will seldom try to, keep up to the mark. The library of a county court judge usually dates from the year of his appointment. He will never buy more recent books without a very sufficient stimulus; and, indeed, the public may think themselves lucky if he does not dispose of his old ones.

But there is a blot in the system which does not, we fear, admit of an effectual remedy. Under the former state of things, any deformity in law or practice, if it were of a hurtful nature, was pretty sure, sooner or later, to be righted. It speedily became ventilated in Westminster Hall. It became talked of in and out of the profession; and, rising to the surface, was soon worked off under the energy of the Commission or the grievance-monger of the day. But in the county courts, complicated questions of law and crudities of practice are continually emerging, and are quietly disposed of in some out-of-the-way country town, without a single soul being the wiser or the better for the investigation, beyond the immediate parties to the quarrel. There is no tie binding these numerous local tribunals to each other; and none, of any avail, which connects them with their common superior. There is not even any vehicle by which the Profession can taste the *delicæ* of their practice; though questions involving nice distinctions of law and the very principles of our jurisprudence are continually being dealt with by them in some fashion or other. It is to palliate if not to remedy this evil, that we now invite our country correspondents and subscribers to favour us with reports of any interesting points which may arise in their neighbourhood, or come under their cognisance. Some such means seem necessary to let law-reformers know those blots in our system which are found to be *practically* inconvenient or injurious, or (again to resort to a proverb) to enable them to see with precision "where the shoe pinches."

It was only the other day that a case came to our own knowledge involving a point of considerable interest in the law of evidence; and which we give as an example of the kind of information we desire from our readers. A certain Mr. Philp was sued at the last county court held at Uxbridge, before Mr. *Koe*, Q.C., by a Mr. Mallings; and the subject of the claim was a legacy under the will of one Elizabeth Philp. It appeared from the opening of Mr. *F. Lawrence* (instructed by Mr. *Batt*, of Uxbridge), who represented the plaintiff—that the defendant (who had been named executor of the will, but had not proved it) had assets in his hands available towards the payment of the legacy, such assets consisting of a sum of money invested in the funds by the testatrix, in her own name together with that of the defendant; and to the legal property in which he succeeded on her death by survivorship, but in which the legatees of the will claimed a beneficial interest. As a foundation for the claim of his client, Mr. *Lawrence* attempted to put in the *original* of the will, which was in court, properly attested; but he was stopped by Mr. *James Stephen* and Mr. *C. R. Griffiths* (instructed by Mr. *Bird*), who urged on behalf of the defendant that the only legal evidence of the instrument on which the claim was founded was the *probate*, and not the will itself. To this objection Mr. *Koe* was obliged to yield, and nonsuited the plaintiff. But it is evident, that, by the rejection of the will (provided of course the equitable right to the fund in question was as alleged in the plaintiff, and that the defendant was otherwise liable as executor), a great failure in justice has arisen; for even should the plaintiff betake himself to the expensive proceeding of administering with the will annexed, he would still be unable to make such fund available through the medium of the county court; it being only as against a personal representative, and by virtue of 9 & 10 Vict. c. 95, s. 65, that the county court judge has any *equitable* jurisdiction; and hence the plaintiff would have to resort to proceedings in Chancery, to reduce his equitable claim on the fund into assets to the use of the will. But in a case like this, where would be the difficulty of entrusting the ancient jurisdiction of the common law county courts over probate of wills, to their statutory successors? A will properly attested, and the authenticity of which is undisputed, might be proved (at all events, for the purposes of the claim before the court) as effectually and far more rapidly in the lay tribunal than in the Commons; and the monstrous abuse would be avoided of rejecting an original document in order to receive a copy of the same instrument. Mr. Collier's Testamentary Bill of last year contained, it may be remembered, provisions by which the duty of proving undisputed wills was thrown on the county courts; and the case we have mentioned indicates some incidental advantages which would arise from the change.

Be this as it may, however, we think the free discussion of such questions as these would be useful; but they must be circulated among the Profession when they emerge in the course of practice. We know of no better medium than the columns of The Solicitors' Journal, and they will always be open for this purpose.

Parliamentary Practice on Private Bills.

(*Continued from p.* 388.)

The plan being put into the hands of the solicitor, the next step is the preparation of the book of reference. The standing order, there being only one affecting the reference, is simple and comprehensive, and [H. C. 47] provides that the book of referenec shall contain the names of all the owners or *reputed* owners, lessees or *reputed* lessees, and occupiers of all lands and houses in the line of the proposed works, or within the limits of deviation as defined upon the plan, and shall describe such lands and houses respectively. The words *reputed owners* and *reputed lessees* will bear as large a construction as possible, provided that no carelessness or laxity is proved against the promoters of a bill in the preparation of the book of references.

From time to time, printed directions have been published for the preparation of the book of reference, many of which are posi-

tively absurd and impracticable, and bear evidence of having been written by some one who never took a reference in his life. One of the most popular of these directions recommends that the reference-takers should be on the ground at seven o'clock in the morning, and work till dark; that a light breakfast should be taken previously to starting, and a light dinner on the return; and that the evening should be devoted to writing letters and drafting the evidence. Now the requisites of a reference-taker are, that he should be active, have some knowledge of law, at any rate sufficient to be familiar with the tenures of real estate, so as to be able to decide on the proper parties to be put down as owners or reputed owners, and also be able to bear a good deal of bodily fatigue; independently of this, he should be a man of tact and address; in fact, a first-class clerk should have charge of the work. Supposing that thirty or forty miles of ground have to be got over, it is better to divide the work into portions, putting a separate staff on each portion of ten or twelve miles, if the work is heavy. The best number of clerks to send into the country is three to each district. This number allows two to be working on the ground, and one to be engaged in seeing outlying landowners. Any regulations about hours are useless. If the London solicitor does not employ a local agent, (which is generally done), but sends his own staff to take a reference, he must send clerks on whom he can depend, and leave the time and mode of doing the work to them. It is quite impossible to judge of the amount of work done by the time occupied over it. Sometimes in the open country even—in an orchard district for instance—it will be hard work to get through a mile a day, and sometimes four or five miles a day can be completed.

As a general rule, every occupier should be seen without exception, or an inquiry made at his house, as a mistake in occupation can hardly arise otherwise than through carelessness. Every lessee and owner should be seen also if possible; in fact, subject to the exercise of a little discretion, all owners, lessees, as well as occupiers should be seen, if they reside anywhere within a reasonable distance. Where a large property is intersected by a railway or other work, the assistance of the steward or agent should always be asked, and an offer should be made by the engineer to go over the line, and explain it to the proprietor if desired. The refusal to give information by landowners is the next best thing to having the reference accurate, as, to a great extent, it takes the sting out of an opposition on standing orders.

The reference-takers should have a draft-book, with columns for the description of the property, and the names of the owners, lessees, and occupiers, and a page for observations and remarks; and in every case the name and address of all parties from whom information is obtained should be put down. In towns, the best person to take on the ground, as a guide, is the tax-collector or receiver of rents; and in the country, the parish clerk, or some labourer who has worked many years for the different farmers.

The names of the overseers of the different parishes must be collected, as well as the names and addresses of parish clerks, surveyors of highways, trustees of turnpike roads, churchwardens, and similar public officers; and particular inquiries must be made as to the proper party to be served with notices in respect of parish or common land.

The parish boundary is another point for which the solicitor is responsible; and evidence must be collected in order to ascertain whether the boundary laid down on the plan is accurately described. Another point to which attention should be directed is the nature of the roads, whether they are public, or turnpike, or parish roads, or roads belonging to the owners of estates in the neighbourhood. It frequently happens that evidence is very conflicting on these points; and it is absolutely necessary to exhaust all information which is available. The proprietor of a large estate is very jealous of the privacy of a road over which he retains a power of closing, although the public are allowed to use it; and he might take a very hostile position against a company solely on account of a misdescription. The consequences of describing a private road as a public road would be, that it would appear as such in the book of reference, and cross-sections would be given of it in the sections. When there is a dispute about a road, the best course is to describe it both ways, and do all things necessary for taking either a public or private road. This can be done by describing the road in the book of reference as a "public road, or a private road used as a public road." The owner who claims the road must be put down in the book of reference, and the surveyor of highways also; by so doing, the book of reference will bear on the face of it a record that all inquiries were made.

The description of property in the book of reference must be clear and concise, and there must be a separate number for each property; for instance, if five cottages stand in a block, there must be five numbers, one for each. Property belonging to one owner within the same fence may be marked with one number, such as "house, outbuildings, and garden."

In roads or passages common to several tenants, all who have the right of user must be put down as occupiers. The owners of the property through which the road passes must be inserted as owners.

In common land, the lord of the manor is put down as owner, and the occupiers are described as commoners tenants of the Manor of Blackacre, and John Smith, "Common Reve," or by whatever name the man who looks after the common in that parish is described. When trustees are owners, and have an appointed clerk, the owners are described as "the trustees of the turnpike road leading from London to Dover—Thomas Brown, Clerk." When trustees, who have no clerk, are owners, they should be named where their property first occurs "The trustees of the Wesleyan Methodist Chapel—viz. Thomas Brown, Henry Smith;" afterwards they may be described without their names appearing again. It is for convenience, more than from necessity, that the names are once set out in full, as will appear presently in treating of the service of the parliamentary notices.

These specimens are given just to indicate the amount of care which should be given to the work, so as to make it perfect at the time. The entering into small details, provided the book of reference is not incumbered with them, is always advisable, as it shows that the work will bear sifting, and that the clerks have inquired into the particulars of the property.

The engineer's attention should be drawn to any inaccuracy on the plan, as it sometimes happens that fences may have been erected or removed since the survey was made, or houses pulled down for any town improvement or other purpose of a similar nature. It is always well to have all points which require clearing up in London communicated from time to time by letter. If this system is rigidly observed, a list of queries is compiled in London, and nothing escapes observation at the last moment. The fair copy of the evidence for the printer or lithographer should always be examined by the clerk who took it against his own draft, so that from first to last the responsibility will lie on the shoulders of one man, who will be able, if required, to give an account of the collection and preparation of the whole of it.

The only other matter which suggests itself here is the address-book. It is absolutely necessary that the addresses of all the owners, lessees, and occupiers, and (if absent from the United Kingdom), the names and addresses of their agents, should be carefully collected at the time of taking the reference.

Before the reference and the plans are lithographed, they must be examined carefully together with the engineer, to see that no property is omitted.

Although the parliamentary notices which are published in the "Gazette" and newspapers are obliged to be inserted previously to the time at which the landowners' notices are drawn, it may be more convenient to consider the preparation of those notices here, as they are immediately dependent on the book of reference.

There is considerable difference in the form of notices to landowners in first and second-class bills. The form of notice required for second-class bills is set forth in the Appendix A. to the Standing Orders of the House of Commons. As the forms of all these documents will be given at a future time, it is only necessary to state here that there are two schedules, or rather a schedule with two sheets to that form of notice.

It was stated, as regards the book of reference, that limits of deviation are marked on the plan, and that all owners, lessees, and occupiers of property within those limits must be included in the book of reference. In the upper sheet of the schedule to the notice all property within eleven yards, or thereabouts, of the proposed work must be placed; and if the property is touched by the centre line of the proposed work, the mode in which the property will be dealt with must be stated. In the lower sheet of the schedule the names of the owners, lessees, and occupiers, and description of the property only is inserted. Perhaps the shortest way will be to refer the reader to the schedule set out in Appendix A. to the Standing Order, in illustration of the practice.

The information in the last column of the upper sheet is arrived at as follows:—The book of reference is sent to the engineer, who marks the sectional reference against

each number as the case may be; thus—47, "Within 11 yards;" 48, "Off;" 49, "11 feet cutting," "12 embankment;" 50, "Level." This enables the clerks to draft out the notice to the landowners. The best plan is to have the reference-book divided into parishes, and give out one parish to each clerk, and have a separate notice prepared for property in each parish, even supposing that the same party is owner, lessee, or occupier in several parishes. The clerk then takes the first owner of the property—No. 1. John Smith—and goes through the whole of the reference of that parish, and strikes out John Smith's name wherever it occurs. If the property is within eleven yards, and is intersected by the centre line, the description and other particulars must be set out in the top sheet, and will appear thus:—

No. on Plan.	*Description of Property.*	
72.	House and Garden.	
Owner.	*Lessee.*	*Occupier.*
John Smith.	Thos. Brown.	Michael Smith.
Embankment.	*Cutting.*	
6 feet 8 in.	12 feet 9 in.	

If John Smith is owner of property which is not intersected by the centre line, but which is within eleven yards, there will be no description of the embankments and cuttings; if his property is intersected by the centre line, and there are not any embankments or cuttings contemplated, the word "level" is written in the last column. If John Smith's property is not within eleven yards, or thereabouts, of the centre line, and the word "off" is written against his name in the sectional reference, the description of his property will appear in the lower sheet.

After John Smith's notice has been drawn in respect of property in any particular parish, the next owner is taken, and the owners being exhausted, the lessees' notices are drawn in the same manner; and after them, the occupiers'. When an owner is also lessee or occupier of any property in the same parish, the description of the whole property is included in one notice. When the notices are all drawn, the clerk who *took the reference* should examine them all, and strike the names out again, so that there may be a double check to insure accuracy. The notices are then copied for service, and the draft is retained as a duplicate notice, examined against the index to the book of reference and numbered. The index to the book of reference and notices is thus prepared—It should be arranged ALPHABETICALLY, and contain seven columns for the following particulars:—No. of notice—Names—O.—L.—O. (for owner, lessee, or occupier)—Residence—Parish; and it will read thus—,

No.	*Name.*	*O.*	*L.*	*O.*	*Residence.*	*Parish.*
1.	Ames, Robert	O.			Deptford, Kent.	Greenwich.
2.	Ames, Robert		L.		Ditto	Dartford.

Thus by a glance at the index it will be seen how many parishes Robert Ames has property in, and the number of his notice, and whether he is owner, lessee, or occupier; and if the draft notices are once arranged numerically, and also alphabetically, and if the book is numbered from 1 to 1,000, beginning with A., any notice can be taken out at once. These details may seem tedious; but in practice, unless these matters are carefully attended to at the time that the notices are drawn and prepared, and the particulars of the reference are fresh in the memories of those who collected it, endless confusion will occur in the event of an opposition on standing orders; these notices need not be served until after the deposit of the plans, and other matters which must be first attended to; the service of them will be treated of in its proper place.

As regards notices to landowners in respect of first-class bills where property is to be taken, the practice is to assimilate them as nearly as possible to the form prescribed for second-class notices. The main difference between notices for first and second class bills is, that there is only one schedule to the former, and, there being no section requisite, the land only required to be taken, and the name of the owner, lessee, and occupier, need be described, without entering into any detail as to the mode in which the land will be dealt with. There is one thing to be observed in drawing landowners' notices—viz. where there is more than one owner, lessee, or occupier to a property, it is not necessary to set them all out in the notice; for if John Smith is joint owner with the others, it would be sufficient in the list of owners in his notice to say—Owners: Yourself and others; Lessees: Thomas Brown and others. When there is more than one lessee this saves much trouble.

The notices must be served on or before the 15th of December immediately preceding the application for the bill [H. C. 20 & 21], either by delivering the same personally to each owner, lessee, or occupier, or by leaving the same at his usual or last-named place of abode; or, in his absence from the United Kingdom, with his agent; or by forwarding the same by post, on or before the 12th day of December, with a sufficient address, in a registered letter.

Court Papers.

Queen's Bench.

NEW CASES—EASTER TERM, 1857.

SPECIAL PAPER.

Dem.	Beavan *v.* The Mayor, &c., of Manchester.
"	Warden *v.* Stone.
"	Trevelyan, Executrix, *v.* Richards.
Co. Ct. App.	Turner *v.* Schmalz.
Sp. Case.	Harding *v.* Nott, Clerk.
Dem.	Harris & Others, Assignees, &c., *v.* The Patent Solid Sewage Manure Company.
Sp. Case.	Saunders, Clerk, *v.* Howes & Another.
Dem.	Lord Stamford *v.* Howard.
Sp. Case.	Hicks *v.* Shield & Another.
Dem.	Tiglie *v.* Cooper.
Co. Ct. App.	Gething *v.* Morgan.
Dem.	Smith *v.* Haworth.
"	Gallard *v.* Blackie.
"	Kenrick *v.* Horder.

NEW TRIAL PAPER.

Middlesex.	Parker *v.* Shadwell.
"	Woodcock *v.* Toulmin & Another.
London.	De la Rue *v.* Dickinson.
"	Ridgway *v.* O'Connor.
"	Phillips *v.* Gibbins.
"	Chollett *v.* Hopner.
"	Kenrick *v.* Horder.
"	Schuster & Others *v.* M'Kellar & Another.
"	Beckett *v.* Willatts & Others.
"	Birch, Bart. *v.* Jury.
"	Hartley *v.* Ponsonby.
"	Summers *v.* Solomon.
Northumberland.	Parker *v.* Winlo.
"	Stokoe & Another *v.* Singers.
"	Heald *v.* Pickersgill.
York.	Sharpe & Another *v.* Waterhouse & Another.
"	Dixon *v.* Holroyd.
"	The North-Eastern Railway Company *v.* North.
"	Holdsworth *v.* Morley.
Liverpool.	Charles *v.* The National Guardian Assurance Society.
"	Warden *v.* Stone.
"	Mavrogordato *v.* Hindson.
Essex.	Wigfield *v.* Shield.
Sussex.	Stedman *v.* Smith.
Stafford.	Baggaley *v.* Davy.
Gloucester.	Roux *v.* Cardinal Wiseman.
"	Packer *v.* Winterbotham.
Pembroke.	Mathias *v.* Evans.

CROWN PAPER.

Wednesday, April 29.

Essex.	The Queen *v.* The Rev. C. Eyre, clerk.
Kent.	The Queen on the prosecution of Henry Grey & Another, Master and Warden of the Watermen's Company, Respondents, *v.* William Giles, Appellant.

Common Pleas.

NEW TRIALS—MOVED IN EASTER TERM, 1857.

London.	Simmonds *v.* Tayler, Public Officer, &c.
London.	Simpson & Others *v.* The Accidental Death Insurance Co.
Liverpool.	Bellhouse & Another *v.* The Mayor, &c., of Manchester.
Cambridge.	Holmes *v.* Onion.
London.	Rankin *v.* Payne.
Liverpool.	Jones, Administrator, &c., *v.* The Provincial Insurance Co
London.	Duff *v.* Mackenzie.
"	Cahill & Another *v.* Dawson.
"	Tuff *v.* Warman.
"	Lindsay *v.* Robertson & Others.
"	Wood *v.* Layton.
York.	Delaney *v.* Fox.
London.	Andrews *v.* Belfield.
"	Last *v.* Edwards.
Kent.	Neyler & Another *v.* Passfield.
Northampton.	Lovell *v.* Smith.
Middlesex.	Ling *v.* Croker.
Chester.	Sutton *v.* Sadler & Another.

DEMURRER PAPER.

Thursday, April 30.

The General Steam Navigation Company *v.* Rolt (New Case)

Exchequer of Pleas.

NEW TRIALS—MOVED IN EASTER TERM, 1857.

Middlesex.	Smith *v.* Voss.
"	Daniel *v.* Skinner.
"	Hodges *v.* Paterson.
"	Nixon *v.* Brownlow.
London.	Wilson *v.* Hicks.
"	Blackstone *v.* Wilson.
"	Coulson & Another *v.* Attwood & Others.
"	Gibbs & Others *v.* Charleton & Another.
"	Crouch *v.* Great Western Railway Co.
"	Mills *v.* Houlton & Others.
"	Hand *v.* Wilson.
"	Kitchen *v.* Stafford.

Cambridge.	Pidgeon *v.* Legge.
York.	Elgey *v.* Milnes & Another.
,,	Smith *v.* Render.
Liverpool.	Preston & Others *v.* Tamplin & Another.
Chester.	Bushell *v.* Norman.
Kingston.	Andrews *v.* Hawley.
,,	Ellis *v.* London and South-western Railway Co.
Nottingham.	Every & Another *v.* Smith & Others.
Derby.	Witham & Wife *v.* Wright & Others.
Exeter.	Churchward & Another *v.* Ford.
Stafford.	Beale, P. O., &c, *v.* Caddick & Another.
Shrewsbury.	Vaughan *v.* Downes.
Monmouth.	Dalton *v.* Batchelor & Another.
,,	Chapman *v.* The Monmouthshire Railway & Canal Co.
,,	Jones & Another *v.* Same.
Gloucester.	Sharples & Others *v.* Rickard.
,,	Williams *v.* Smith.
,,	Hollis *v.* Marshall.
Liverpool.	Bramall *v.* Lee.
Winchester.	Tooker *v.* Smith.

SPECIAL PAPER.

Dem.	Hill *v.* Balls.
,,	Andrews *v.* Hawley.
Appeal.	Clark *v.* Thomas.
Dem.	Macnaught & Another *v.* Mare.

Births, Marriages, and Deaths.

BIRTH.

BALL—On April 20, at Pershore, the wife of Edwin Ball, Esq., of a son.

MARRIAGES.

DAINTY—SMITH—On April 15, at St. Mary's Church, Hamilton, N.B., by the Rev. A. Henderson, George G. Dainty, Esq., solicitor, Rugby, to Charlotte Bryson, fourth daughter of the late John Smith, Esq., of Hampstead.

DICKSON—TOKER—On April 15, at St. Luke's Church, Jersey, by the Rev. the Vice-Dean of Jersey, assisted by the Rev. E. Guille, Major Philip Dickson, of the Royal Artillery, to Constance Phipps, third daughter of Philip Champion Toker, of Doctors'-commons, London, Esq..

PHILLIMORE—GODDARD—On April 16, at the parish church of Swindon, the Rev. Greville Phillimore, fourth son of the late Joseph Phillimore, D.C.L., to Emma Caroline, daughter of the late Ambrose Goddard, Esq., of the Lawn, Swindon.

PRESTON—CRAGG—On April 22, at the parish church, Melling, Lancashire, by the Rev. Richard Mallinson, incumbent of Arkholme, John Preston, Esq., of Kirkby Lonsdale, Westmoreland, solicitor, to Alice, eldest daughter of the late John Cragg, Esq., of Arkholme.

ROE—GRAY—On April 16, at the Church of the Holy Trinity, Brompton, by the Rev. R. H. Gray, M.A., perpetual curate of Kirkby, Lancashire, brother of the bride, and by the Rev. T. Brutton, M.A., curate of the parish, Charles William, eldest son of Charles Bassett Roe, Esq., of Pelham-place, to Harriet Agnes, third daughter of the late Robert Gray, Esq., of New-inn, and Brompton-crescent.

WEBSTER—DODD—On April 2, at North Stoke, Oxfordshire, Mr. John Frederick Webster, of Serjeants'-inn, solicitor, to Mary Jane, second daughter of Thomas Todd, Esq., of North Stoke.

WESTHORP—DANIEL—On April 16, by the father of the bride, Sterling Westhorp, Esq., of Ipswich, to Henrietta Maria, the youngest daughter of the Rev. John Edge Daniel, M.A., and Chaplain of the County Gaol at Ipswich.

DEATHS.

BELLASIS—On April 16, a few hours after her birth, Teresa Walburga, the infant daughter of Mr. Serjeant Bellasis.

HILDER—On April 17, at 13 Clement's-inn, Mr. Thomas Hilder, aged 64, for nearly 40 years the faithful and respected clerk of Messrs. Fairfoot, Webb, & D'Aeth, and their predecessors.

MELLOR—On April 22, at 21 Endsleigh-st., in the 20th year of her age, Elizabeth Catherine, eldest daughter of John Mellor, Esq., Q.C.

YEATES—On April 18, at 27 Baker-st., Portman-square, Ann, daughter of the late John Yeates, Esq., solicitor, Adelaide, South Australia.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CHILD, ELIZABETH, deceased, wife of WILLIAM BURROUGH CHILD, deceased, Woolvers Dean, Andover, Hants, Esq., £400 New 3 per Cents.—Claimed by ELIZABETH JUDD, widow, sole executrix of STEPHEN JUDD, who was the sole executor.

COWLAND, LETITIA ANN, Highbury-ter., Islington, spinster, £552 : 18 : 2 Reduced.—Claimed by LETITIA ANN COWLAND.

DAVIDSON, JANE, Unity-place, Woolwich, Kent, spinster, £55 Reduced.—Claimed by CATHERINE DAVIDSON, spinster, administratrix *de bonis non.*

HORNBY, ANN, Hook, Hants, spinster (a person of unsound mind), £170 : 2 : 1 Consols, and £24 : 7 : 4 New 3 per Cents.—Claimed by ACCOUNTANT-GENERAL of the COURT OF CHANCERY.

HOWE, GRACE, Brooksby-st., Islington, spinster, £127 : 14 : 7 New 3 per Cents.—Claimed by GRACE HOWE.

MESSINK, ELIZABETH, New-rd., Fitzroy-sq., spinster, deceased, £821 : 0 : 11 New 3 per Cents.—Claimed by BAZETT DAVID COLVIN, acting executor of HENRIETTA THOMAS, widow, who was the surviving executrix.

MORRISON, ANNE, Bideford, Devon, spinster, £2,100 Reduced.—Claimed by JOHN TOWNSEND KIRKWOOD, surviving executor.

PRIDMORE, THOMAS LETTS, Harringworth, Northamptonshire, Gent., £100 Reduced.—Claimed by MARY PRIDMORE, widow, administratrix.

WEEDING, THOMAS, Mecklenburg-square, Esq., £27 : 3 : 4 Long Annuities.—Claimed by MARY WEEDING, widow, RICHARD BAGGALLAY, ALFRED STAINES PIGEON, and JOHN BAGGALLAY, executors.

WILLIAMS, THOMAS PLAYFAIR, Edinburgh, Esq., £372 : 19 : 4 Consols.—Claimed by THOMAS PLAYFAIR WILLIAMS.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

ALFORD, ELIZA (widow of Philip Alford), formerly of Sunbury, Middlesex, now residing at Bethnal-house, Bethnal-green (a person of unsound mind).—Her heirs or heirs at law, or next of kin, to come in and prove their heirship or kindred, on or before May 22, at Masters' in Lunacy Office, 45 Lincoln's-inn-fields.

FOREST, THOMAS (who died in the month of October, 1759), late of Westminster, Butcher.—His heir at law to apply to Messrs. Jaques, Edwards, Jaques, & Layton, Solicitors, 8 Ely-place, Holborn.

GIBBONS, JOSEPH (who died on May 3, 1856), late of Himley, Staffordshire, Millwright.—Next of kin to apply to Bourne, Wainwright, & Bourne, Solicitors, Dudley.

HARRINGTON, MARY (who died in Feb. 1853), Cowes, in the Isle of Wight, Southampton, and lately residing in St. Marylebone, under the name of Mary Harrington Day, as Widow of John Day.—Child or children to come in and prove their claims as such child or children to a certain legacy of £700 stock, bequeathed by Joseph Harrington, at Master of the Rolls' Chambers.

HERRING, MARK, formerly of Richmond, in the county of Surrey, Tailor.—His next of kin, or his wife's, to apply to Mr. Clarke, 29 Bedford-row, Holborn.

PIERCY, WHYLEY, who left Leicestershire some years ago, and was last heard of at West Troy, Albany County, New York.—He or his children to apply to Messrs. Wartnaby & Fisher, Solicitors, Market Harborough, Leicestershire.

RUSSELL, ANN, of Gosport, Hants, widow, and whose husband was a shoemaker there, and which said ANN RUSSELL afterwards (it is supposed) resided with her sister, ELIZABETH HARTON, wife of J. B. HARTON, Tinman and Brazier, at 11 Charter-house-sq., Charter-house-la., London, or at 11 Half Moon-passage, Aldersgate-st., London.—The children of the above (who are entitled under the will of their grandfather, JOHN ELLIOTT, formerly of Dunton Basset, Leicestershire, deceased) to apply to Mr. FOX, Solicitor, Lutterworth, Leicestershire.

WESTLAND, GEORGE, ROBERT WESTLAND, ELISABETH STONE (married to JOSEPH SYMS); MARY, ALICE, JANNET, HANNAH, GRACE, & ANN STONE (ELISABETH married EDWARD SHERRARD, MARY married THOMAS HUGHES), all nieces of ELISABETH STONE.—Their heirs at law to apply by letter to B., care of — Maniere, Esq., Solicitor, 31 Bedford-row London.

Money Market.

CITY, FRIDAY EVENING.

The English Funds have maintained the prices of last week with variations from day to day, but there is not any noticeable improvement. The demand for money, and the rate of discount, have also been variable; but the money market has closed to day rather easy than otherwise. In Foreign Securities, very little business is reported. Turkish 6 per Cents. have recovered the depression noticed last week. Messrs. Baring Brothers and Co. have issued their prospectus of the Russian Railway scheme, for which they are agents in this country. They bring forward £2000,000 of the present intended issue of £12,000,000. The cost per mile is estimated at £16,511, the total cost at about £40,000,000, and the total distance at 2,585 miles. Some difficulties have arisen in organising the Bank of Turkey. The gentleman to whom the negotiation for establishing the bank was intrusted, on behalf of certain English capitalists, is reported to have returned to this country. From the Bank of England return for the week ending the 18th of April, 1857, which we give below, it appears that the amount of notes in circulation is £19,734,745, being a decrease of £17,300; and the stock of bullion in both departments is £9,605,749, shewing an increase of £541,187 when compared with the previous return.

The managers of the Bank of France have found it expedient to resort again to the higher rate of premium paid by them on the purchase of gold, a reduction of which last week was considered to be an auspicious event by those persons who believe that the drain of gold on this side is caused by the measures of that establishment. The success of the measure said to be adopted for doubling the capital of the Bank on condition that the amount raised in that way shall be advanced to the Government on the security of a deposit of rentes, and for further accommodating the Government with a loan of £2,400,000 by the Bank, must depend upon the disposition of the public to invest their money with the Bank. The events of recent years have exposed society in France to heavy loss of capital. The grain crop of last year was less than an average quantity, and the harvest was unfavorable. The consequent deficiency was aggravated in some extensive districts by the vast destruction of property, caused by tempestuous weather and violent floods. Also those parts of the country which depend upon the cultivation of the silkworm, have sustained by the failure of last year's supply losses unprecedented for many years, and the cultivators and other inhabitants are reduced to great privations. In the districts of the vine, disease has prevailed during many successive years, each succeeding year failing to replace the capital previously absorbed, and making distress more insupportable. These circumstances are alleged to have

resulted in destruction of capital, the amount of which is beyond the largest estimate. Commercial people find some palliation for the evils which press upon them. If they meet a short supply and buy dear, they can sell accordingly. But producers are seldom able to obtain relief. Their harvest of grain, or silk, or the grape fails, and their distress is without remedy.

The management of the loan raised by the Government of France during the late war made it apparent that capital was not then deficient. At the present time, the chief requirement may be no more than a safe mode of putting dormant capital into circulation. One view of the difficulties of the case may be obtained from the efforts made for the purpose of keeping in order the national monetary system, and the exceptional measures resorted to for that purpose. It is also probable that difficulties of a more radical nature may arise from the influence of deficient production, and unfavourable seasons. It appears, by the recent census, that population does not increase. Our daily press reproaches, in unbecoming terms, the character and habits of the French people in regard to marriage, and contrasts the rapid increase of our numbers with the slow progress made in France. The contrast would be more pleasing if the education and habits of our teeming population were less repulsive. Early marriages, and numerous children, have produced in England and Ireland other results than those so boastfully put forward in contrast with our neighbours. If the adverse circumstances with which they have, of late years, had to contend have led to some postponement of the responsibilities of marriage, they will probably find a reward in the earlier return of better times.

*** In our article of last week several mistakes occurred:—

The stock of bullion in the Bank should have been stated at £9,064,612.

The decrease at £279,108.

The decrease in two weeks at £978,577.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 18TH DAY OF APRIL, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	28,383,965	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	8,908,965
		Silver Bullion	...
	£28,383,965		£28,383,965

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,333,126
Rest	3,253,687	Other Securities	18,404,357
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	4,851,404	Notes	3,649,220
		Gold and Silver Coin	696,784
Other Deposits	10,663,410		
Seven day & other Bills	761,986		
	£34,083,487		£34,083,487

Dated the 23rd day of April, 1857. M. Marshall, Chief Cashier.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	212 13	213 12	213 12	214 13	213⅞	215
3 per Cent. Red. Ann.	91⅝ ⅜ ½	91⅝ ⅜	91⅝ ⅜ ½	92 1⅝ 2	91⅞	91⅝
3 per Cent. Cons. Ann.	92½ ⅜ 3	92⅝ 3	92⅝ 3	93⅛ ½	93⅛ ⅜ ⅛	93⅛
New 3 per Cent. Ann.	91⅛ ⅜ 2	92 1⅝ ⅜	91⅝	92⅛	92⅛ ½	91⅝
New 2½ per Cent. Ann.	...	76⅝	77	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	2⅛ 7-16	2⅛ 7-16	2 7-16 ½	2⅛ 7-17	2 7-16	2 7-16
Do. 30 years (exp. Oct. 10, 1859)	...	...	...	2 5-16	2 3-16 ½	...
Do. 30 years (exp. Jan. 5, 1860)	2⅝	...	...	...	...	...
Do. do. 1800	...	...	...	15⅝	...	...
Do. 30 years (exp. Apr. 5, 1885)	18	18	17 15-16	...	17 15-16	17 15-16
India Stock	...	...	220	...	...	220
India Bonds (£1,000)	...	...	...	...	...	3s. dis.
Do. (under £1,000)	10s. dis.	5s. dis.	3s. pm	3s. dis.	3s. dis.	...
Exch. Bills (£1,000) Mar.	7s. dis.	7s. dis.	6s. dis.	par	par	...
June	10s. dis.	5s. dis.	2s. dis.	5s. dis.	4s. dis.	1s. dis.
Exch. Bills (£500) Mar.	...	7s. dis.	1s. dis.	...	par	2s. pm.
June	10s. dis.	5s. dis.	...	...	...	1s. dis.
Exch. Bills (Small) Mar.	par	par	par	2s. dis.	2s. pm.	2s. pm.
June	6s. dis.	10s. dis.	5s. dis.	...	...	1s. dis.
Exch. Bonds, 1858, 3½ per Cent.	...	...	98⅝	98⅝ ⅜ ⅜	98⅝ ⅜	...
Exch. Bonds, 1859, 3½ per Cent.	...	98⅝ ⅜	98⅝ ⅜	98⅝ ⅜ ⅜	98⅝ ⅜	98⅝

Insurance Companies.

April 21.

Equity and Law	5⅜
English and Scottish Law	4⅜
Law Fire	3⅜
Legal and General Life	5⅛

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	91	90	...	89	...
Caledonian	68⅜ 9	69⅛	69	...	69⅛ ⅛	69
Chester and Holyhead	36⅛	35⅜ ⅛	...	...	...	...
East Anglian	...	19⅛	...	...	...	19⅛
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	99	98⅛ 8	98
Edinburgh and Glasgow	...	...	...	...	55⅜	...
Edin., Perth. & Dundee	34⅛	34⅛ 4	34⅛ ⅛ ⅛	...	34⅛ ⅛	34⅜
Glasgow & South Western	...	...	...	...	...	97
Great Northern	...	96⅜	96	96⅛ 6	...	96⅛
Gt. South & West. (Ire.)	...	104	104	...	103⅛	...
Great Western	66⅜ 7⅛	67 6⅛ ⅜	66⅜ ⅛ ⅜	66⅜ ⅛	66⅛ 7	66⅜
Lancashire & Yorkshire	102⅛	101⅜ ⅛	...	102 1⅛	102	101⅛
Lon., Brighton, & S. Coast	108⅛ 8	108⅛ ⅜	109	108⅛ 9	109	109⅛
London & North Western	105	105	105	105⅛ ⅜	104⅜ 5⅛	104⅜
London and S. Western	102 1⅛	101⅜	101	101⅜ ⅛	101⅛ ⅛	101⅛
Man., Shef., and Lincoln	39⅜	...	...	...	39⅛ ⅛	39⅛
Midland	82⅜ ⅛	82⅛ 2	82⅛ ⅛	82⅛	82⅜ ⅛	82
Norfolk	...	59⅛ ⅜	...	59⅛ ⅜	59⅛	60⅛
North British	...	44⅜ 4	44⅛	44⅛	44	44
North Eastern (Berwick)	87	87 6⅛	86⅛	87	86⅛ 7	86⅛
North London	...	98	...	...	...	...
Oxford, Worc. & Wolv.	...	...	...	...	...	29⅛
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	...	...	...	49	...	...
South-Eastern	75⅛ ⅛	...	75⅜	75⅛	...	75
South-Wales	...	87	87	87⅜	...	...

London Gazettes.

LONDON COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

Friday, *April* 24, 1857.

Mote, Edward, 16 Thornhill-sq., Islington, Gent.—*April* 18.

Bankrupts.

Tuesday, *April* 21, 1857.

ASHLING, Robert, Brewer, Duxford, Cambridgeshire. May 4 and June 3, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Aldridge & Bromley, South-sq., Gray's-inn; or Probert & Wade, Saffron Walden, Essex. *Pet.* April 15.

BLIEDBERG, Frederick, & Marc Saran, Commission Agents, Liverpool. May 4 and June 1, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sols.* Holden & Son, Liverpool. *Pet.* April 17.

BROOKE, George, Provision Dealer and Salesman, Leadenhall-mkt., and 93 Peascod-st., Windsor, Berks. May 5, at 12, and June 2, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* April 20.

DALTON, Leonard, Stone Merchant, Canal-bridge, Old Kent-rd. May 5, at 2.30, and June 2, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet. for Arrangement*, Feb. 25.

EVANS, Thomas, Flannel Manufacturer, Newtown, Montgomery. May 4, and June 1, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Jones, Newtown, Montgomeryshire. *Pet.* April 18.

NEVILLE, Michael, Brassfounder, Liverpool,. May 8 and 28, at 12; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Dodge, Union-ct., Liverpool. *Pet.* April 17.

NOELL, Henry, Accountant, Phillack, Cornwall. April 30 and May 28, at 1; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Roscorla & Davies, Penzance; or Stogdon, Exeter. *Pet.* April 17.

PEPPER, John, & Edwin Addy Holmes, Grocers, 13 Waingate, Sheffield. May 9 and June 6, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Chambers & Waterhouse, 14 Bank-st., Sheffield. *Pet.* April 15.

SHAW, John, & Joseph Shaw, Tailors, Sheffield. May 2 and June 6, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Broadbent, Sheffield. *Pet.* April 15.

SMITH, Samuel Joseph, Auctioneer, Birmingham. May 1 and 22, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Finlay Knight & Suckling, Birmingham. *Pet.* April 17.

WICK, John, Electro Plater, Sheffield. May 2 and June 6, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Smith & Burdekin, Sheffield. *Pet.* April 14.

Friday, *April* 24, 1857.

BENNETT, Thomas, Iron and Coal Master, Oldbury, Worcester, and West Bromwich. May 7 and 28, at 11; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sol.* Smith, Waterloo-st., Birmingham. *Pet.* April 22.

CALDWELL, Henry Charles, Scrivener, Singapore, East Indies, and 39 Kensington-park-gardens. May 7 and June 5, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* April 22.

CLARKE, Elizabeth, Potter, Newport, Monmouthshire. May 5 and June 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Champ, Newport; or Bevan & Girling, Small-st., Bristol. *Pet.* April 21.

DENNISON, Patrick, Grocer, Bradford, Yorkshire. May 11, at 12.30, and June 9, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Livett, Manchester; or Payne, Eddison, & Ford, Leeds. *Pet.* April 18.

GAME, Thomas, Corn Dealer, Park Farm, Coldwaltham, Sussex. May 5, at 2, and June 3, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Murrough, 5 New-inn, Strand. *Pet.* April 21.

GRIFFITH, THOMAS HENRY, Coal Dealer, Lowesmoor, Worcestershire. May 7 and 28, at 11; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore; *Sol.* Smith, Birmingham. *Pet.* April 23.

HARDY, JOSEPH, Miller, Nottingham. May 5 and 26, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* April 21.

HUNTER, SAMUEL, & NICHOLAS HUNTER, Anchor Manufacturers, Gateshead, Durham. May 5 and June 10, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Watson, Newcastle-upon-Tyne; or Harwood, 10 Clement's-lane, Lombard-st. *Pet.* April 11.

NASH, WILLIAM, Licensed Victualler, 92 & 93 St. John-st., Smithfield-bars. May 6, at 11, and June 8, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Heath, 11 Artillery-pl. West, Finsbury. *Pet.* April 21.

OUSTON, ROBERT CARTER, Corn, Wine, and Spirit Merchant, Kingston-upon-Hull. May 6 and June 10, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* England & Saxelbye, Hull. *Pet.* April 15.

RICHES, CHARLES HURRY, Carrier and Boatowner, Cardiff, Glamorganshire. May 5 and June 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Walton, Cardiff; or Bevan & Girling, Bristol. *Pet.* April 22.

STEPHENSON, EDMUND, Iron and Brass Founder, Daventry, Northamptonshire. May 6, at 2, and June 9, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 17 Sise-la. *Pet.* April 23.

WAUGH, WILLIAM PETRIE (Branksea Clay and Pottery Co.), Branksea Island, Studland, Dorset; and Little Abingdon-st., Westminster; and lately residing at 10 Upper Grosvenor-st, Brick and Tile Maker. May 7 and June 13, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Linklaters & Hackwood, 17 Sise-la. *Pet.* April 15.

MEETINGS.

TUESDAY, *April* 21, 1857.

BISHOP, JOHN, Wine Merchant, 8 Crosby-hall-chambers, Bishopsgate, and Grosvenor-lodge, Maiden-la., Highgate. May 12, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton, Northumberland. May 15, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *First Div.* joint est.; and sep. est. of W Fordyce.

COOPER, JOSEPH, sen., JOSEPH COOPER, jun., & JOE COOPER, Cotton Spinners, Holehouse Mills, Chisworth, Glossop, Derbyshire. May 14, at 1; Manchester. *Com.* Skirrow. *Dir.* sep. est. J. Cooper, sen.

COOPER, REUBEN, Wholesale Grocer, Oldham, Lancashire. May 18, at 12; Manchester. *Com.* Jemmett. *Fur. Div.*

COWAN, JAMES, Cheesemonger, Newcastle-upon-Tyne. May 6, at 11; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 7.) *Last Ex.*

DICKSON, JOHN, Builder, 206 Fleet-st., London; Swansea, Glamorganshire; and late of Wellington, Salop. May 5, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Mar. 3.) *Last Ex.*

DIMSDALE, FREDERICK, Dealer in Iron and Share Dealer, King's Arms-yd., Coleman-st. May 12, at 11.30; Basinghall-st. *Com.* Fonblanque. *Fur. Div.*

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. May 6, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Mar. 11.) *Last Ex.*

GRIFFITH, RICHARD, sen., & RICHARD GRIFFITH, jun., Brassfounders, 20 Hatton-wall, and 20 & 21 St. James's-walk, Clerkenwell. May 5, at 2; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Mar. 31.) *Last Ex.*

HAMMOND, WILLIAM PARKER, Shipowner, Scott's-yd., Bush-la. May 12, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

HODGSON, GILBERT, & WILLIAM ATCHESON, Timber Merchants, Sunderland. May 5, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison, (*By adj.* from Mar. 6.) *Last Ex.*

JONES, JOHN, Draper, Chester. May 12, at 11; Liverpool. *Com.* Perry. *Div.*

KING, THOMAS, Licensed Victualler, Spalding, Lincolnshire. May 19, at 10.30; Nottingham. *Com.* Balguy. *Aud. Accs. & Div.*

LINFOOT, BENJAMIN, Builder, Mansfield, Nottinghamshire. May 19, at 10.30; Nottingham. *Com.* Balguy *Aud. Accs. & Div.*

MARTIN, FREDERICK, Innkeeper, Camelford-st., Brighton. May 5, at 1; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Mar. 31.) *Last Ex*

PARKER, HENRY SAMUEL, Licensed Victualler, Birmingham. May 16, at 11.30; Birmingham. *Com.* Balguy. *Final Div.*

RENNISON, FRANK, Merchant and Warehouseman, 20 Milk-st., Cheapside; also keeping a Day-school at 8 Matson-ter., Kingsland-rd. May 12, at 1.30; Basinghall-st. *Com.* Fonblanque. *Div.*

ROSE, JOHN, Miller, St. Helen's Mills, St. Helens, Lancashire. May 12, at 11; Liverpool. *Com.* Perry. *Div.*

SHERRATT, WILLIAM, Innkeeper, Crewe, Cheshire. May 12, at 11; Liverpool. *Com.* Perry. *Div.*

SMITH, JAMES, Cattle-dealer, Egham Hythe, Egham, Surrey. May 12, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

WOOLLATT, RANDAL, Tea and Coffee Dealer, 2 Crown-ct., Philpot-la., now of 38 Fenchurch-st. May 14, at 12; Basinghall-st. *Com.* Evans. *Div.*

FRIDAY, *April* 24, 1857.

ALANSON, EDWARD, Wine Merchant, Liverpool. May 21, at 11; Liverpool. *Com.* Stevenson. *Div.*

ALANSON, THOMAS GEORGE, Wine Merchant, Liverpool. May 21, at 11 Liverpool. *Com.* Stevenson. *Div.*

ARMSTRONG, JAMES, Linen and Woollen Draper, Berwick-upon-Tweed. May 7, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 21) *Last Ex.*

CAMPIN, HENRY, Warehouseman, 87 Watling-st. May 19, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

CLEARY, JOSEPH, Builder, Church-rd., De Beauvoir-sq., Middlesex. May 15, at 11; Basinghall-st. *Com.* Fane. *Div.*

COOPER, EDWARD DEACON, Grocer, Bawdsey, Woodbridge, Suffolk. May 15, at 2; Basinghall-st. *Com.* Fane. *Div.*

ELSAM, WILLIAM, Ironstone Master, Heyford, and Bugbrook, Northampton, and late of 21 Bishopsgate-st. Within, London. May 18, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

GILLAM, JOHN, 14 Devereux-ct., Strand, & WILLIAM HENRY TAYLOR, 20 City-rd., & 15 Poultry, Licensed Victuallers. May 12, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 1st) *Last Ex*

GLADSTONE, JOHN, jun., Ironfounder, Liverpool. May, 22, at 11; Liverpool. *Com.* Stevenson. *Div.*

HUGHES, CATHERINE, Grocer, Holywell, Flintshire. May 19, at 12; Liverpool. *Com.* Perry. *Div.*

KING, OCTAVIUS, & ALFRED KING, Corn Merchants, Dullingham, near Newmarket. May 12, at 11; Basinghall-st. *Com.* Evans. *Prf. Debts.* Sep. ests. of O. King and A. King.

MEYER, MAURICE, & SIGISMUND SECKEL, General Merchants, 30 Newgate-st. May 6, at 1.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 21) *Last Ex.*

MOORE, JAMES, Livery-stable keeper, Ardwick, Manchester. May 15, at 12; Manchester. *Com.* Skirrow. *Div.*

MORRISS, DAVID, Grocer, Wisbeach, Cambridgeshire. May 18, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

OLLIVIER, CHARLES, Music Seller, 41 & 42 New Bond-st. May 15, at 2; Basinghall-st. *Com.* Fane. *Div.*

SKETCHLEY, SAMUEL, Scrivener and Dealer in Railway Shares, Horncastle, Lincolnshire. May 27, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

SKINNER, WILLIAM, jun., Tailor, 77 Castle-st., Bristol. May 21, at 11; Bristol. *Com.* Hill. *Div.*

UNWIN, JOHN, Baker, Seacombe, Cheshire. May 21, at 11; Liverpool. *Com.* Stevenson. *Div.*

WEST, JOSEPH, Miller, Beckington, Somerset. May 21, at 11; Bristol. *Com.* Hill. *Div.*

WHITE, THOMAS, jun., Ship Builder, Portsmouth and Gosport. May 12, at 12.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 7) *Last Ex.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *April* 21, 1857.

BAILEY, WILLIAM LAMONT, & RICHARD HARVEY, jun., Merchants, 23 Crutched-friars; on application of R. Harvey, jun. May 13, at 11; Basinghall-st.

BUNTING, HORATIO, Seedsman, Colchester, Essex. May 13, at 2; Basinghall-st.

CAMPIN, HENRY, Warehouseman, 87 Watling-st. May 12, at 1; Basinghall-st.

CAVENS, GEORGE, Jeweller, Carlisle. May 14, at 12; Newcastle-upon-Tyne.

COOPER, CHARLES, Grocer, High-st., Wandsworth. May 14, at 11; Basinghall-st.

KIRKUP, MAJOR, Brick Manufacturer, Jarrow, Durham. May 14, at 11; Newcastle-upon-Tyne.

LLOYD, DAVID, Merchant, 36 Cannon-st., London, and Lewisham, Kent. May 14, at 11; Basinghall-st.

MORSE, FREDERICK, Rice and Spice Merchant, 2 Dunster-ct., Mincing-la. May 13, at 1; Basinghall-st.

MOSLEY, EDWIN, Gold-beater, 5 Hyde-st., Bloomsbury. May 13, at 12; Basinghall-st.

MUCKLESTON, ROWLAND, Wholesale and Export Boot and Shoe Manufacturer, 7 & 8 Hackney-rd.-crsct., Middlesex. May 12, at 2; Basinghall-st.

SMITH, DANIEL, Apothecary, 2 Harriet-st., Sloane-st., Chelsea. May 14, at 12; Basinghall-st.

SMITH, JAMES, Cattle-dealer, Egham Hythe, Egham, Surrey. May 12, at 11.30; Basinghall-st.

SPILSBURY, GEORGE, Builder, Wolverhampton, Staffordshire. May 14, at 10; Birmingham.

SUCKLING, JOSEPH, jun., Hop and Provision Merchant, Birmingham. May 14, at 10; Birmingham.

FRIDAY, *April* 24, 1857.

BELTON, THOMAS STOREY, late of Marton and Horncastle, then a Prisoner for Debt in Lincoln City Prison. June 3, at 12; Kingston-upon-Hull.

CAISTOR, ARTHUR BREARS, Saddler, 7 Baker-st., Portman-sq. May 19, at 12; Basinghall-st.

COLLIS, BENJAMIN, Draper, Bishops Stortford, Hertfordshire. May 19, at 11; Basinghall-st.

GROGHEGAN, SLEATER, Engraver, 7 Palsgrave-pl., Strand. May 18, at 11.30; Basinghall-st.

GRAVES, ROBERT, Corn and Flour Merchant, Windmill-st., Gravesend. May 15, at 12; Basinghall-st.

MARLOW, HENRY, Ironfounder, Walsall. May 18, at 10; Birmingham.

OLIVER, ANN, Widow, Grocer, Walkington, Yorkshire. June 3, at 12; Kingston-upon-Hull.

PULBROOK, FREDERICK, Grocer, Surbiton, Kingston-upon-Thames, Surrey. May 15, at 11; Basinghall-st.

SKINNER, WILLIAM, jun., Tailor, 77 Castle-st., Bristol. May 26, at 11; Bristol.

STANBURY, JOSHUA DOWNING, Draper, Richmond, Surrey. May 15, at 1.30; Basinghall-st.

STOVELD, MARGARET JANE, Shipbuilder, Blyth, Northumberland. May 15, at 12; Newcastle-upon-Tyne.

TWEEDALE, WILLIAM, Grocer, Ashton-under-Lyne. May 19, at 12; Manchester.

WALTERS, JOSEPH, Hatter, Northampton. May 15, at 12; Basinghall-st.

WARD, LUKE, Plumber, Wisbech St. Peter, Cambridgeshire. May 15, at 1; Basinghall-st.

WEST, JOSEPH, Miller, Beckington, Somersetshire. May 26, at 11; Bristol.

WRIGHT, GEORGE SLEDDALL, & JOHN WRIGHT, Brewers, Liverpool. May 18, at 11; Liverpool.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *April* 21, 1857.

DAVIS, RICHARD, sen., Coalmaster, Westbromwich, Staffordshire. April 16, 2nd class.

FAIRHEAD, EPHRAIM, Cattle-dealer and Salesman, Cressing, near Braintree, Essex. April 16, 2nd class.

FOSTER, WILLIAM, Timber Merchant, Birmingham. April 16, 1st class.

HUMPHERY, CATHERINE, Bookseller, Baker-st., Portman-sq. April 15, 2nd class.

POSTANS, GEORGE CAMPION, Grocer, Newmarket, All Saints. April 15, 3rd class; having been suspended from May 21 till July 30, 1856.

STAINSBY, PETER, Smelter, Salvador-house, Bishopsgate-st., and of Pontisford, near Shrewsbury, and Parsons-green, Fulham. April 7, 2nd class; having been suspended for twelve months from April 4, 1856.

VENABLES, JOHN, ARTHUR MANN, & HENRY GRASETT, Earthenware Manufacturers, Burslem, Staffordshire. April 16, 1st class to Henry Grasett, and 3rd class to John Venables.

FRIDAY, *April* 24, 1857.

ASHFIELD, CHARLES, Boot and Shoe Maker, 2 Horne-ter., Hammersmith. April 18, 2nd class.

DAVIS, RICHARD, Ship Broker, Cardiff, Glamorganshire. April 21, 1st class.

EDWARDS, WILLIAM, Ale and Porter Merchant, 325 High-street, Wapping. April 17, 2nd class.

FEARIS, GEORGE, Draper, 4 & 5 Lambeth-walk, Surrey. April 17, 1st class.

HUGHES, WILLIAM, Joiner and Builder, Liverpool. April 9, 1st class.

JONES, WILLIAM BURROW, Pastry-cook, 5 St. Augustine's-parade, Bristol. April 20, 3rd class; to be suspended for three months from April 20.

KING, OCTAVIUS, & ALFRED KING, Corn Merchants, Dallingham, Newmarket, Cambridgeshire. April 17, 2nd class to Alfred King.

METCALFE, JOHN THOMAS, & GEORGE METCALFE, Canvas Merchants, 52 & 53 Bow-la., and Farnham, Surrey. April 17, 3rd class; having been suspended for three months from January 13.

PORTER, PHILIP, Cotton Broker, Liverpool. April 16, 2nd class.

DIVIDENDS.

TUESDAY, *April* 21, 1857.

AMER, STEPHEN, Grocer, Bradford. Second, 11½*d*. *Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 1.

CLAYTON, JOSHUA, Commission Agent, Bradford. First, 1*s*. 6*d*. *Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 1.

FAREBROTHER, FRANK BROADHURST, GEORGE WILLIAM BREMNER, & JOSEPH HENRY COLLYER, Wax, Sperm, and Oil Merchants, Stockwell and Manchester. First, 3*s*. *Edwards*, 1 Sambrook-ct., Basinghall-st; April 22, and three subsequent Wednesdays, 11 & 2.

HAWKES, THOMAS CORY, Coal Merchant, Little Abingdon-st. Third and final, 7¾*d*. *Lee*, 20 Aldermanbury; April 22, 11 & 2.

HELSBY, ROBERT JOSEPH, Builders, Garston and Warrington. First, 6*s*. 8*d*. *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 & 2.

PICKERING, WILLIAM, Bookseller, 177 Piccadilly. Fifth, 1*s*. 6*d*. *Edwards*, 1 Sambrook-ct., Basinghall-st.; April 22, and three subsequent Wednesdays, 11 & 2.

REID, JAMES, Tailor, Liverpool. First, 4*s*. *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 & 2.

ROBERTS, JOHN, Shipbuilder, Holyhead. Second, 6½*d*. *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 & 2.

SUGDEN, JOHN, & GEORGE WEBSTER, Woolstaplers, Bradford. First, 1½½*d*. *Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 1.

WHITMORE, WELLS, & WHITMORE, Bankers, Lombard-st. Tenth, 1*d*. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

WOOD, EDWARD, Worsted-spinner, Bingley. First, 1*s*. 7½*d*. *Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 1.

YOUNG, WILLIAM OGSTON, Shipbroker, Sun-ct., Manchester, and Liverpool. First, 3*s*. 2*d*. *Lee*, 20 Aldermanbury; April 22, 11 & 2.

FRIDAY, *April* 24, 1857.

COPELAND, JAMES LUND, Merchant, Liverpool. First, 1*s*. 3*d*. *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 & 2.

DOUGLAS, JOSEPH, 1 Sumner-ter., Brompton. First, 5*s*. 8*d*. *Edwards*, 1 Sambrook-ct., Basinghall-st.; Wednesday next, and three subsequent Wednesdays, 11 & 2.

JENKINS, EDWARD, Draper, Birmingham. First, 2*s*. 3*d*. *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 & 3.

JONES, WILLIAM BRITAIN, Grocer, Birmingham. First, 1*s*. 6*d*. *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 & 3.

SAGAR, OATES, Manufacturer, Haslingden, Lancashire. First, 10*s*. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

SOUTHALL, RICHARD, Jun., Merchant, Birmingham. Second, 7*d*. *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 & 3.

SYMES, JAMES, EDWARD BARNARD SYMES, & REUBEN RAPER, Electro Platers, 422 Strand. First, 2*s*. 8*d*. *Edwards*, 1 Sambrook-ct., Basinghall-st.; Wednesday next, and three subsequent Wednesdays, 11 & 2.

WAKINSHAW, JAMES, Iron Manufacturer, Monkwearmouth. Second, 3*s*., in addition to 1*s*. 2*d*. previously declared. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

Assignments for Benefit of Creditors.

TUESDAY, *April* 21, 1857.

CORNEBY, JOSEPH COLES, Baker, Long Ditton, Kingston, Surrey. April 8. *Trustees*, R. Atlee, Miller, Dorking; T. Leonard, Miller, Kingston-upon-Thames. *Sol.* Rawlins, 15 Salisbury-st., Strand.

DOBLE, STEPHEN, Linendraper, Exeter. Mar. 7. *Trustees*, W. Brock, Linendraper, Exeter; R. Anning, Grocer, Exeter. *Sol.* Stogdon, Exeter.

FLETCHER, HUGH, & JOHN FLETCHER, Packing-box-makers, 10 Pancras-la., London. April 11. *Trustee*, W. Cooper, Accountant, 13 George-st., Mansion-house. *Sol.* Lott, 43 Bow-la.

GREEN, JOHN, Bishopwearmouth, Durham, & WILLIAM ROBINSON, South Hylton, Durham, Shipbuilders. April 6. *Trustees*, A. Ray, Ironfounder; H. Robson, Timber Merchant; both of Bishopwearmouth. *Sols.* A. J. & W. Moore, Sunderland.

HARRISON, WILLIAM, Farmer, Kirkbank, Yorkshire. April 6. *Trustees*, H. W. Milburn, Spirit Merchant, Barnard Castle, Durham; B. Harrison, Farmer, Newbiggin, Durham. *Sol.* Richardson, Barnard Castle.

HIXSON, GEORGE, Blacksmith, Woodchurch, Kent. April 16. *Trustees*, J. U. Bugler, Ironmonger, Ashford, Kent; J. Cooper, Blacksmith, Rye, Sussex. *Sol.* Kingsford, Ashford.

JACOBSON, JAMES, Morpeth, Northumberland. Mar. 7. *Trustees*, E. Challoner, Butcher; R. Fairleigh, Maltster; both of Morpeth. *Sol.* Swan, Morpeth.

PHILLIPS, WILLIAM, Grocer, Leedstown, Crowan, Cornwall. April 15. *Trustees*, G. Bazeley & W. Hosken, Merchants, Hoyle, Cornwall. *Sols.* Rogers & Son, Helston, Cornwall.

SANDS, GEORGE, Plasterer, Batley, Yorkshire. April 13. *Trustees*, F. Lister, Commercial Traveller, Leeds; C. Ward, Corn Miller, Batley. *Sols.* Upton & Clapham, Leeds.

SHIPMAN, JOHN, & WILLIAM WILKINSON, Millers, Gainsborough, Lincolnshire. April 15. *Trustees*, G. Mears, Gent.; T. A. Farmer, Iron Merchant; both of Gainsborough. *Sol.* Plaskitt, Gainsborough.

FRIDAY, *April* 24, 1857.

BEST, THOMAS, Railway Waggon Builder, Kirkham, in the Fylde, Lancashire. April 20. *Trustees*, J. T. FitzAdam, Iron Merchant, Wigan; J. Holden, Cotton Spinner, Kirkham, in the Fylde. *Sol.* Taylor, Wigan.

HUNTLEY, JOHN GRAINGER, Stationer, Newcastle-upon-Tyne. April 7. *Trustees*, T. Hard, Paper Dealer, Newcastle-upon-Tyne; J. Drew, Shopkeeper, Newcastle-upon-Tyne. *Sol.* Armstrong, Newcastle-upon-Tyne.

JOHNSTON, GEORGE, Grocer, 164 Mill-st., Liverpool. April 2. *Trustee*, R. Dickon, Tea and Coffee Merchant, Temple-ct., Liverpool. Indenture lies at offices of Caster & Co., Public Accountants, 10 South John-st., Liverpool.

JONES, DAVID, Grocer, Carmarthen. April 2. *Trustees*, R. W. Richards, Draper, Carmarthen; W. Thomas, Farmer, Cwmtowyll, Abergwilly. *Sol* Goode, Carmarthen.

JONES, EDWARD, Wine and Spirit Merchant, Wrexham, Denbigh. March 26. *Trustees*, J. Bury, Gent., Wrexham; J. O. Duckworth, Grocer, Stalybridge, Lancashire. *Sol.* Toy, Ashton-under-Lyne.

RANDS, JOSEPH, Boot Maker, Newport, Isle of Wight. April 2. *Trustees*, W. Burr, Merchant, Noble-st., London; P. White, Currier, Portsea. Indenture lies at offices of Caster & Co., Public Accountants, 13 Old Jewry-chambers.

WARREN, SAMUEL, Grocer, St. Peter's-st., Derby. April 7. *Trustees*, W. Harrison, Wholesale Grocer, 38 Eastcheap, London; J. Stewart, Cashier, Philpot-la. Indenture lies at offices of Caster & Co. Public Accountants, 14 St. Ann's-sq., Manchester.

WESTMORE, WILLIAM, Licensed Victualler, Ormskirk, Lancashire. April 21. *Trustees*, T. Roose, Wine and Spirit Merchant, 18 Hope-st., Liverpool; J. Woods, Wine and Spirit Merchant, Liverpool. *Sol.* Francis, Liverpool.

WHALLEY, JOSEPH, & ROBERT HARDMAN, Cotton Manufacturers, Kirkham, Lancashire. April 1. *Trustees*, R. C. Richards, and R. Bowdler, Coal Merchants, Kirkham; T. J. Garrington, Commission Agent, Preston; W. W. Taylor, Cotton Spinner, Preston; R. S. Walker, Cotton Spinner, Preston. *Sols.* Haydock & Cattley, Lune-st., Preston.

WILLS, GEORGE HOSKING, Draper, Cardiff, Glamorganshire. March 31. *Trustees*, J. F. Pawson, Warehouseman, St. Paul's Churchyard; T. W. Elstob, Warehouseman, Wood-street. *Sol.* Jones, 15 Size-la.

Creditors under Estates in Chancery.

TUESDAY, *April* 21, 1857.

BUCKMASTER, WILLIAM (who died in Sept. 1848), Army Clothier and General Tailor, late of Turnham-green and New Burlington-st., Middlesex; Dawson-st., Dublin; and 135 George-st., Edinburgh. Creditors to come in and prove their debts, on or before May 23, at V. C. Wood's Chambers.

FLETCHER, RALPH, Esq. (who died in Feb. 1851), late of Barton-st., Gloucester. Creditors to come in and prove their claims, on or before June 1, at V. C. Stuart's Chambers.

FRIDAY, *April* 24, 1857.

BAKER, THOMAS (who died on 2nd June, 1852), Grocer, Ringwood, Southampton. Incumbrancers are to come in and prove their debts or claims on or before May 23, at Master of the Rolls' Chambers.

BENETT, JOHN (who died in October, 1852), Esq., late of Pythouse, Wilts. Incumbrancers and creditors to come in and prove their claims on or before May 25, at Master of the Rolls' Chambers.

BOOTH, JOHN (who died on 8th Jan., 1820), Gent., late of Blackfriars-rd., Surrey. Creditors, and incumbrancers on the respective shares of John Manwaring and Mary his wife, and John Wilkes (who are out of the jurisdiction) in the residue of Booth's estate, are to come in and prove their debts on or before May 4, at V. C. Wood's Chambers.

KEMPLEY, MARY (who died in Sept. 1848). Creditors to come in and prove their debts on or before May 21, at Master of the Rolls' Chambers.

LOVELESS, MARY (who died in June, 1844), 4 Telford-pl., Herne Bay, Kent. Creditors are to come in and prove their claims on or before May 22, at Master of the Rolls' Chambers.

WATTS, EDWARD (who claims to be entitled to the benefit of a certain indenture, dated Feb. 26, 1855), Gent., Hythe, Kent. Creditors are to come in and prove their debts on or before May 25, at Master of the Rolls' Chambers.

WELLESLEY, HON. JAMES FITZROY HENRY WILLIAM POLE TYLNEY LONG (who died in Geneva in October, 1851, intestate), formerly of Limmer's hotel, George-st., Hanover-sq. Creditors are to come in and prove their debts or claims on or before May 26, at Master of the Rolls' Chambers.

WILLIAMS, THOMAS (who died in March, 1857), Coal Factor and Ship Owner, formerly of South Lynn, All Saints, Norfolk, but late of Greenwich, Kent, and of 28 St. Mary-at-Hill, London. Creditors are to come in and prove their debts on or before May 21, at Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

FRIDAY, *April* 24, 1857.

HULL AND LONDON LIFE ASSURANCE COMPANY.—The Master of the Rolls, upon the petition of Thomas Allan and James Burgoyne, on April 16, ordered that this company be absolutely dissolved.

WHEAL CONCORD MINING COMPANY.—Master Humphry proposes, on May 2, at 12, at his Chambers, to make a call of £2 10*s*. per share on all the contributories.

Scotch Sequestrations.

TUESDAY, *April* 21, 1857.

DUNLOP, MATTHEW, Farmer, Middleriggend, Slamannan. April 28, at 1, Red Lion Hotel, Falkirk. *Seq.* April 16.

FRASER, ALEXANDER, Coal Merchant, Grant-st., Inverness. April 28, at 12, Union Hotel, Inverness. *Seq.* April 15.

HADDOW, HUGH, Coal Merchant, Newhaven. April 27, at 12, Stevenson's Rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* April 17.

M'GILL, THOMAS, Draper, Kilmarnock. April 24, at 1, Black Bull Hotel, Portland-st., Kilmarnock. *Seq.* April 13.

SHAW, WILLIAM, Grocer, Dumbarton. April 24, at 12, Elephant Hotel, High-st., Dumbarton. *Seq.* April 14.

FRIDAY, *April* 24, 1857.

BRUCE, JAMES, Merchant, Dunfermline. May 1, at 1; New-inn, Dunfermline. *Seq.* April 21.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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"A SUBSCRIBER AND SOLICITOR" *will observe that our list of Partnerships Dissolved is now confined to members of the Profession, a change which will probably be approved by him.*

☞ *No.* 15 *of the Journal contains the* "REPORT OF THE COMMISSIONERS ON THE REGISTRATION OF TITLE TO LAND."

THE SOLICITORS' JOURNAL.

LONDON, MAY 2, 1857.

COMPANIES AND AUDITORS.

Some new and striking portraits have been added to Mr. LINKLATER'S British Bank Album. We are already familiar with the admirable photographs which he has produced from the various types of the genus Director. There was, first, the hungry Director—an unattractive, omnivorous animal, very destructive in his habits, and preying equally on shareholders and creditors. Then we had an almost perfect specimen of the sanguine Director, in the person of Mr. ESDAILE. The peculiarity of this curious creature is, that he never knows when he is ruined, and faces the most formidable difficulties, in the interest of his constituents of course, with easy confidence and unscrupulous craft. Perhaps the most interesting species of all is the innocent Director. His great aptitude for business consists in the facility with which he indorses any amount of knavery without sullying the purity of his own exalted conscience. There could not be a better example of this species than Mr. APSLEY PELLATT, who has surpassed all who have gone before him in the practice of signing everything and knowing nothing. It is only a small step further to the fraudulent Director proper, duly illustrated by Mr. HUMPHREY BROWN. We should be very sorry to think that Directors in general are fairly represented by the heroes of the Royal British Bank; but however exaggerated their qualities may be, these gentlemen are probably only abnormal developments of organisations which are to be found in a less monstrous shape in a large proportion of our commercial companies. Among the motives that often induce men to aspire to a seat at a board are self-interest, and the love of management; while too many undertake the duties of superintendence for no conceivable reason, except because they are totally unfitted for them. These are the mild types which the Royal British swindle had the honour of developing to a perfection till then unapproached. The hungry species was only the common self-interested Director, in a preternatural state of expansion; the crafty Director grew out of the managing man by a natural process; while the peculiarities of the incapables were caricatured by the wilful blindness of the "respectable" section of a board of rogues.

The more recent examinations in the Court of Bankruptcy have given us a glimpse of another part of the joint-stock machinery, which is still more worthy of study from its bearing on the system of audit which prevails in almost every company. Every one knows what an auditor is expected to do. His services would never be required if boards and managers were incapable of doing wrong. While everything is straightforward and above-board, the auditor has only to certify that all is right. It is when directors are given to crooked paths, and managers find their interest in fraud and deception, that the auditor is expected to save his constituents from ruin. Twice a year he is to spend a few hours in unravelling affairs that an ingenious manager has spent months in complicating. He must be independent enough to shrink from no investigation, and too acute to be deceived by the cleverest misrepresentations. All this is expected from a man whose salary is some £20 or £30 a year, and whose only acquaintance with the business which he is called upon to watch is derived from a cursory examination of the statements which the managing body choose to lay before him. The task allotted to him is a palpable impossibility; and though the gentlemen who filled the office in the Royal British Bank may have been a shade worse than ordinary, it is a necessity of an auditor's position that he can never fulfil his duty of guarding against fraud, except where there is no fraud against which to guard. As a rule, an auditor must take so much for granted that it is not very material whether he questions a little more or a little less. If he is ever so resolved to discover everything, he has not a chance against the superior knowledge of officials, whose interest it is to keep him in the dark. His opportunities are about equal to those of a spy who should be sent into the enemy's camp for a few hours with a letter of introduction to the general, and express instructions to examine just what the commander might choose to show him, and nothing else.

The auditors of the Royal British Bank seem to have resigned themselves, without a struggle, to the difficulties of their position. One of them, indeed, when fresh at his work, took a fancy into his head that his audit could not be satisfactory unless he saw the bills and securities, and looked at the accounts. But Mr. CAMERON had some conversation with him, and soon convinced him that he had misconceived his duties. After that, everything went quite smoothly. It was clearly understood between them and the officials that the auditing was a mere farce, and could not possibly be anything else. And a very broad farce it was. One or two of the jokes are excessively droll. For example, Mr. PAGE observes that the answers of the accountant, Mr. CRAUFURD, were always clear and satisfactory. The only doubt he expressed was about two debts, one of £32 and the other of £18, and even these he hoped the bank would ultimately recover. At this very time the auditors had before them a balance-sheet in which one of the items of credit was, "London bills, No. 5, £89,000." All these were overdue, and about £50,000 utterly worthless. The excellent accountant and manager, Mr. CRAUFURD, presented the statement in that shape by the orders of his superior, and admits, with charming *naiveté*, the object of the arrangement: "It was calculated to deceive the auditors. There can be no doubt about that. It was a mode which had always been adopted. It was intended that they should believe that the items represented good assets." Mr. CHANDLER, the other auditor, even surpassed Mr. PAGE in the facility with which he accepted the statements of the balance-sheet which it was his duty to verify. He took it for granted that the £89,000 were current bills, as they were represented to be, and had not the least notion that they were past due loans. Mr. MULLINS, the worthy solicitor, had told him that any school-boy could audit the accounts; and that led to his acceptance of the office. At first, he picked out a few items, but finding these correct, he was less minute in his examination afterwards. This being the principle on which the functions of the auditors were performed, it is not at all surprising that Mr. CHANDLER remained

in happy ignorance of everything which it was desirable that he should know. He never heard a word of HUMPHREY BROWN'S, GWYNNE'S, or other debts; he was not even aware that Mr. BROWN had a drawing account at all; he was ignorant of the existence of the Welsh works; he was not at all startled by a suspense account of £36,000, the bulk of which was a fictitious credit for the unlucky mines; and an "adjusting interest account" of £26,000 never suggested an inquiry as to the source from which it was derived, the item being, in fact, mainly composed of an entry of imaginary interest upon the non-existent capital which had long since been swallowed up in the mining speculation. Even if he had seen the entry, he thinks he should not have made any inquiry about it. Mr. CHANDLER, of course, believed the bank to be quite solvent up to the time of its stoppage; and Mr. PAGE was greatly surprised at that unfortunate event.

What makes Mr. CHANDLER'S simple credulity the more remarkable is, that his own little transactions with the bank might have suggested the possible existence of similar dealings on a larger scale. He had borrowed for himself a few thousands; but then he always acted honourably, and devoted the whole of his £25 salary towards the liquidation of the debt. It is a curious circumstance, too, that he was a co-director with Mr. ESDAILE of the Wandle Waterworks Company, which borrowed £17,000 of the bank, and is now preparing to wind up. Besides this, Mr. CHANDLER sat upon the boards of the Irish Peat Company, and the Chartered Australian Land Mining, Importing, and Refining Company (which he tells us is now "in abeyance"), side by side with directors of the Royal British Bank; but all these opportunities failed to suggest that there might possibly be some matters into which an auditor would do well to inquire.

The repeated exposures of personal misconduct on the part of every one connected with the bank are becoming, to us at least, simply wearisome and disgusting. The cool audacity with which Mr. CRAUFURD avowed every piece of knavery in which he had assisted, and the gross collusion of the auditors, are not the most significant part of the last batch of revelations. What strikes us as much more serious is the evidence which is afforded of the inevitable failure of intermittent auditing as a check upon dishonesty. No auditor, unless he is almost continuously engaged in his inquiries, stands the smallest chance against a system of fraud concocted by those who have the power of mystifying accounts to any extent they please; and although Mr. PAGE and Mr. CHANDLER may have been miracles of acquiescence, almost all auditors are to some extent compelled to follow their example, and to take for granted the veracity and honesty of directors, rather than engage in a conflict where they have not the remotest prospect of obtaining a victory. There are many serious and perhaps insurmountable objections to a system of continuous audit; but if that cannot be made effective, it would be far better for shareholders to abandon the attempt to control their managers at all, instead of relying upon the security of an occasional audit, which serves no purpose whatever but to lull them into false security.

MR. NEATE ON CAPITAL PUNISHMENTS.

The new member for the City of Oxford has published another pamphlet on a subject upon which we should have thought there was no room for any further discussion. Almost every argument for and against the punishment of death has been canvassed so repeatedly, and the ground taken by those who adopt either side of the question is so clear, that it seems difficult to say anything new upon the subject. Stripped of all irrelevant matter the question lies in the smallest possible space. Are we or are we not to continue to hang murderers? Those who support the affirmative of this proposition are of opinion that murder is the most enormous of crimes, and that death is the severest of punishments, and that by associating together the two notions we produce a deep detestation of the offence in all classes of society, the effect of which is to check the crime. They also maintain that however slight a check any punishment may impose on passions of extreme violence, when already inflamed to the extreme verge of crime, the disposition to commit murder may in its earlier stages be greatly checked by the consideration that its indulgence would lead to an ignominious death; and much more than by the fear that it would lead to perpetual imprisonment.

Against this view of the case Mr. NEATE has really nothing to oppose but arguments *ad misericordiam*, and a set of refinements a great deal too ingenious to be true. He tells us for example, that hanging is a very dreadful thing, and describes at some length the sensations of a man who is going to be hung. Of course it is terrible. It is meant to be so, and if it were ten times more terrible, and thereby perhaps twice as efficient as it is, it would be all the better. As to the argument that the association between murder and hanging makes people detest murder, Mr. NEATE admits its force, but he says that people detest murder without it, and that the same argument would apply with more force to other crimes. The answer is, that from time immemorial murder has been punished with death almost invariably, whereas other crimes (with some exceptions) have only been so punished occasionally; and therefore much of the detestation which people habitually feel for murder is probably derived from the fact that it has been so punished, and must be maintained in the same manner. We could mention one or two other crimes of a very deep dye indeed, which, till lately, were always punished by death, and we believe that since that punishment has ceased to be inflicted the detestation of them has not by any means increased; and that, in countries where the law does not notice them, they are commoner than they are here. As to the effect of capital punishment in terrifying criminals, Mr. NEATE observes, that the peculiar characteristics likely to be found in murderers, and the peculiar nature of the temptations to commit the offence, render it probable that, of all criminals, murderers will be least likely to be deterred by the fear of death. He further argues that the fear of death is less effectual than the fear of perpetual imprisonment would be, because it is less certain to follow detection, and certainty, he observes, is the primary cause of the efficiency of any punishment whatever. We attach less weight than Mr. NEATE to the importance of certainty as a deterring element in punishment. Absolute certainty of imprisonment for life would probably have greater deterring force on a murderer than a strong probability of being hanged; but if the chance of his being hanged were even, and the chance of his being perpetually imprisoned as five to four, we think that the difference in the severity would more than overbalance the difference in the probability of the punishment. We think, moreover, that Mr. NEATE overrates the uncertainty which the timidity of jurors throws over the results of capital trials. Uncertainty, at any rate, is a defect in the working of the criminal law, whatever view we may take of capital punishment; and it is a defect which may be to a great extent remedied by sufficiently obvious means.

There is, however, one point in the comparison between capital and secondary punishment which Mr. NEATE quite overlooks. However much the uncertainty of its infliction may diminish the terror of capital punishment, there can be no doubt that the principal element of its horror is the uncertainty of its effects, and the certainty that, whatever they may be, no human efforts can in the least degree avail to alter them. A man, especially if he is an habitual criminal, knows

pretty well what imprisonment is like; he can form a sort of picture of the life which he would lead in prison; he may hope that society will get tired of punishing him, and that the same sort of tenderness which has spared his life may induce people in course of time to think that perpetual imprisonment is too hard a lot, even for an assassin. But when the gate of death is once passed, there is no return. All science ends there. No analogy gives more than a taper light in that thick darkness. Death leaves the man alone with his sin. He goes on his way, and we see him no more. This is what gives capital punishment its true value; and so long as life and death retain their present relations, nothing else can equal its effect.

Of the general temper of Mr. NEATE'S pamphlet we cannot speak highly. It is singularly violent, and contains a great deal of matter which is quite foreign to the merits of the question. It begins, for example, with a vehement denunciation of the wickedness of the old penal laws of the last century, which are brought into the discussion professedly because "it is a good thing that nations should be reminded of their sins;" but the manner in which Mr. NEATE, like other advocates of his view of the question, continually recurs to a past state of things, leaves on the reader's mind an impression that, however he may rejoice over the mitigation of the severity of the law, he feels some soreness at the degree in which that measure has weakened his own position. He cannot resist the temptation of making an opportunity to show us how he would have thundered at the old system if it had been still in force. Bad as that system was, Mr. NEATE does not exactly lay the blame of it on the shoulders to which it properly belongs. It was principally, he says, the growth of the wicked eighteenth century, which, with a very offensive sneer he calls "the least glorious, though it must be owned the most English period of our history." He goes on to say, that before that time "the principles of a baser age"—namely, that property should be protected at the expense of life—had only been fully anticipated by Acts of HENRY VIII. and EDWARD VI. against horse-stealing. Can a Barrister and a Member of Parliament really be ignorant that grand larceny, *i.e.* stealing above the value of one shilling, was felony as far back as the days of EDWARD I., and that this severe law was executed with such unsparing rigour by HENRY VIII. that he hung people all through his reign at the rate of about 2,000 a-year?

Mr. NEATE'S savage hostility to the memory of the judges of the last century, and to English criminal law in general, occasionally leads him into the most flagrant absurdities. He speaks, for example, of the love of freedom which existed in this country in the eighteenth century as "a gross—a sensual—almost an animal passion." Is that the language which a gentleman and a scholar ought to employ in speaking of the feelings which were represented by such men as BURKE, and Lord CAMDEN, and Lord CHATHAM—to say nothing of CHARLES JAMES FOX? Is it fair to speak with the most bitter contempt of the English law and English judges of that time, and yet not to say one word of the faults into which other nations fell? Mr. NEATE hints that the French in particular were infinitely our superiors in humanity. Certainly, by English law, a man was pressed to death for standing mute in 1735; but, horrible as was this penalty, it was the man's own voluntary choice. It is not quite the same thing to starve a child to death *simpliciter*, and to give it the choice between starving to death and overcoming a prejudice against boiled mutton. Though, however, English law is chargeable with this modified form of torture, it is certainly not chargeable with breaking men on the wheel, cutting out their tongues during their lifetime, or quartering them by four horses after lacerating their flesh with red-hot pincers; and all these things were done by the humane French in the course of the last century. Mr. NEATE, however, is so anxious to decry his country, that he goes so far as to say that there was a kind of mercy in death by torture, because "pain and decay are man's natural comforters against the coming of his great enemy." Following out this idea, if Mr. NEATE could not abolish capital punishment he ought to wish us to flay a woman alive for a child murder, to break men on the wheel for assassination from jealousy, to burn them for murder combined with robbery, and to reserve simple hanging for such men as PALMER or RUSH.

We might extend our observations on this subject to a great length, but we have done enough to show the character of the pamphlet.

Legal News.

The LORD CHANCELLOR and the LORDS JUSTICES have been sitting together in the Court of Appeal, and this arrangement, we believe, is considered by Lord CRANWORTH to be most nearly in accordance with the intention of the Legislature, but still it is liable to be departed from whenever there is an arrear of unheard appeals. We cannot think that this uncertainty in the constitution of the Court of Appeal can be at all satisfactory to the suitors. It is quite a matter of accident whether a judgment of the Master of the Rolls, or of one of the Vice-Chancellors, will be reviewed by one, two, or three judges. But if the powers of a single intellect suffice for the decision of appeals, why should three minds be employed upon them, and three judicial salaries be incurred? If, again, three judges are employed upon any cause, all the suitors who resort to the same tribunal have a right to the same attention? Suppose, again, an appeal from a decision of the LORD CHANCELLOR and the LORDS JUSTICES to the House of Lords, and that that august body should be represented for the occasion, as has sometimes happened, by Lord CRANWORTH and two lay peers. We presume that such an absurdity as this would not be permitted to occur; but it is a sufficient condemnation of our present judicial arrangements to admit that it would be quite according to law. Even under peculiarly favourable circumstances the presence in the House of Lords of two ex-chancellors or retired judges to assist the CHANCELLOR is the very utmost that an appellant could expect. But thus there would be a court of three judges to review the decision of an equal number, and it is quite an open question to which tribunal should be ascribed the preponderating weight of wisdom.

The *Daily News* of yesterday speaks of a change in the custody of the Great Seal as imminent. We should suppose that the want of a more vigorous and efficient Chancellor has for some time been evident to everybody not a minister. But are we to believe that the recesses of the Cabinet have only now been penetrated by the conviction of this necessity? The same journal disposes rather easily of the pretensions of the ATTORNEY-GENERAL, and sets up Sir W. P. WOOD as the most eligible successor to Lord CRANWORTH. The week has been fertile in occurrences suited to call forth endless discussion in professional circles. There was the characteristic declaration of Sir A. COCKBURN at Southampton, that it is a "slow" thing to be Lord Chief Justice of the Common Pleas, and that the only life worth living is that of advocate and politician, with its excitement and its brilliant chances. Mr. PHINN is of the same opinion as his distinguished friend, and he has chosen a favourable moment to return to practice. Being no longer in the House of Commons, he may expect a fair share of the plentiful crop of business which is promised before the election committees.

THE REMUNERATION OF SOLICITORS.

(From the *Daily News*).

We published on Tuesday the programme of the Law Amend-

ment Society. But a programme is one thing, and performance another. Will anything serious be done in the first session of the new Parliament towards law reform? Most people seem agreed that something ought to be done; and, indeed, several schemes of reform have not only been propounded, but have been actually embodied in draft bills. But the question recurs—even if these bills are introduced—will they be permitted to pass? Is the Lord Chancellor—are the law officers—really bent upon improvement? For instance, there is the new scheme for facilitating the transfer of land. This plan has been propounded in a most elaborate report, drawn up by some of the ablest men in Parliament, and sanctioned by eminent barristers and experienced solicitors. It is no party measure, for its authors are to be found on both sides of the Speaker's chair. It will benefit many, and, as we believe, will injure no one. Land will be turned into a marketable commodity, which it can scarcely be said to be at present. Landowners will receive a better price for their property if they sell it, and will be able to borrow money with greater facility. The law of real property will be greatly simplified; transactions will be increased; and if the scheme be adopted in its integrity, solicitors' profits will not, on the whole, be diminished. Why, then, should a scheme, which seems to possess so many advantages and so few disadvantages, fail to receive the sanction of the Legislature? If, indeed, the mass of members, or of their constituents, could be made to understand the subject, success would be almost certain; but with laymen, and even professional lawyers, ignorance and prejudice on this subject are still sadly prevalent. To combat this ignorance and prejudice may be a work of time, but with patience and energy, success is sure. There is nothing more encouraging to the law reformer than to take a volume of Jeremy Bentham and examine its contents. There you will find the far-seeing philosopher arguing desperately in favour of changes which were then denounced as wild chimeras, but which have now, in many cases, become law. The present rules of evidence are a monument of Bentham's sagacity. The monstrous absurdity of the old rules, and the common sense of the new rules, were illustrated by him with overwhelming power, and yet it took some fifty years to induce lawyers to adopt them. At length these principles of common sense were adopted, and now the attempt to re-enact the old principles would be scarcely be more hopeful than to attempt to re-enact the Heptarchy. And all the vehement opposition to Bentham's views arose principally from ignorance. Laymen could not be got to understand them, and lawyers either could not or would not. In fact, the only possible mode of satisfying a practical lawyer that his objections are idle, is by showing the new law in operation. Of late years, this has received abundant practical proof. The science of pleading was to cease with the abolition of special demurrers, and, according to Lord Truro, the domestic fireside was to vanish when a wife was admitted as a witness. But all this has proved a distempered dream. Nevertheless, the same alarming predictions are common now.

We are gravely told that if this new bill for the transfer of land passes into law, the Chancery bar and the solicitors must be destroyed. This is the merest chimera. Still it is true enough that if the bill passes, some alteration must be effected in the mode of remunerating solicitors. Unless provision is made for this purpose, we believe that the success of any scheme for reforming conveyancing is very doubtful. The power of attorneys in both Houses of the Legislature is surprising, not to say somewhat alarming. We will not venture to calculate how many seats in Parliament depend on their fiat. They make and unmake not a few of our senators. We speak not so much of the London attorneys as of the country attorneys. The truth is, the great landed proprietors are in the hands of their men of business. These useful agents know all about the family's affairs, they have lent money on mortgage of the family estates, they can "put on the screw" at pleasure; residing in the country, and being brought much into contact with the voters, they possess great personal influence. Besides this, they are lawyers. Their trade is a mystery: and at the same time their aid in the way of that trade is absolutely necessary. The average country gentlemen, ignorant as he is of law, finds himself in the hands of a master when he enters his lawyer's office. It is not that attorneys are a bit worse than other people, but circumstances give them more influence. Now, it is quite obvious that unless this powerful class are conciliated it is idle to expect to pass any bill for facilitating the transfer of land. If the country attorneys throughout the kingdom choose to go to members, and say, "this bill will ruin me; it must be thrown out, or your seat is lost"—we may rest assured that a large proportion of our representatives will at once succumb. Something must, therefore, be done to disarm opposition, and something can be done. Indeed, justice demands it. The attorney or solicitor must cease to be paid according to the length of the deeds. He must be paid by means of a per centage. Whether a general measure affecting solicitors' fees is to be passed or not, is for the present immaterial. At all events, the system as to conveyancing fees must be altered, and a per centage on the purchase-money is the plan suggested.

It is quite a mistake to suppose that as things stand at present solicitors are overpaid on the whole. It is true that for some things they are grossly overpaid; but it is equally true that for other things they are as grossly underpaid. It is needless to remind those who understand anything of law, that the length of one document, as compared with that of another document, is no test whatever as to its relative value—as to whether one paper has cost more trouble in preparing than another. The old story of the clergyman who apologised for the length of his sermon by saying that he had no time to make it short, applies equally to law. If a lawyer is to be paid according to length, and length only, it is obvious that he must draw a document of such a length as will remunerate him for his trouble. He who hires a cab by time, must expect to be driven rather slowly. Human beings—whether lawyers or cabmen—will protect themselves.

Therefore, if any bill is about to be passed which, without diminishing the trouble of solicitors, will diminish the quantity of writing, some scheme must be devised by which the fair emoluments of the solicitor will be protected. The bill for the transfer of land will no doubt have the effect of diminishing the number and length of deeds. But to pass an act, the effect of which will be to shorten deeds, while you still leave solicitors to be paid solely according to the length of deeds, will operate with unfair severity on them, unless, as things stand at present, they are overpaid. But, as things stand at present, they are not, on the whole, overpaid; it is obvious, then, that with the alteration of the law, an altered mode of payment must be resorted to. The plan of paying solicitors in case of the sale and purchase of land by a per centage of the purchase-money, will meet the difficulty. And it will have this advantage: that whilst it will increase the sum to be paid by the large purchaser and rich man, it will relieve the small purchaser and poor man from a grievous burden. To this we may add, that it is a system sanctioned by the practice both of Scotland and France.

COURT OF BANKRUPTCY.

Re VARTY & OWEN.—Before Mr. Commissioner FONBLANQUE.

In this case a petition for arrangement had been presented. The case was adjourned into court, and the parties were made bankrupt. The joint estate had paid 15*s.* in the pound, and the separate estate of Varty 4*s.* 8*d.* in the pound. Under the separate estate of Owen two debts of small amount were proved, which would have prevented an application for the statutable allowance, as there were not sufficient assets to pay even 5*s.* in the pound.

Bower, Son, & Cotton, for bankrupts; *Rutter*, for assignees; *Stansfeld*, official assignee.

The bankrupts' solicitors had, after the presentation of the petition, and before the adjudication, incurred divers costs in preparing powers of attorney to vote, and in attendances for the purpose of inducing the creditors to accept the terms offered. Before the adjudication, but after the presentation of the petition for arrangement, the bankrupts' solicitors received money on account of costs. The official assignee proposed to set off the amount so paid against the taxed costs of the petition and proceedings up to choice of assignees. Matter mentioned to the Commissioner, and case of *Ex parte Harrison re Lawford* (W. R., 17 Jan. 1857, 193), cited to show that the petition for arrangement was no act of bankruptcy.

The COMMISSIONER took time to consider, and ultimately decided that the solicitors had the right of retainer contended for, and directed the costs to be taxed.

Application was then made to erase the two proofs on Owen's separate estate, the admitted and avowed reason being to enable him to make a claim for the statutable allowance, under s. 195 of the Bankrupt Law Consolidation Act. The consents signed by the creditors, and proved by the attesting witnesses,

were tendered. The application was opposed as being *for a purpose.*

The COMMISSIONER decided that the creditors had as much right to have their proofs expunged as to put them on the file, if the rights between the creditors and the assignees were not affected thereby; and said, that he could not look at the reason why they were expunged.

The two proofs on Owen's estate having been expunged, and therefore no proofs appearing on the proceedings, application was made, after twelve months from the date of adjudication, and after certificate of second class had been awarded, for the statutable allowance. To which it was objected, that no dividend meeting under Owen's separate estate had been held. On which ground the Commissioner held that no statutable allowance could be given.

The COMMISSIONER's attention was called to the fact that the assignees would not apply for a dividend meeting, as they had nothing to pay, and no debts on which to pay a dividend even if they had assets. Whereupon the Commissioner decided that he would appoint a dividend meeting at the bankrupt's request.

A dividend meeting having been held on the separate estate of Owen, application was made for the statutable allowance (fifteen shillings in the pound having been paid), which amounted to £126, being one moiety of the £10 per cent. on the dividend paid.

This amount was objected to on the ground that the bankrupts were entitled, according to the articles of co-partnership, in thirds—viz. Varty to two-thirds, and Owen to one-third—and that, therefore, Owen was only entitled to £84; and this anomaly was pointed out, that a bankrupt who joined without capital might, through the bankruptcy, be able to start in business again with capital.

Mr. *Stansfeld* reported that the bankrupt Owen had not been sufficiently attentive.

The COMMISSIONER said that the question as to attention should have been brought forward at the certificate meeting; and held, that, on the broad principle that joint bankrupts had no rights as between themselves until all the joint debts were paid, each was entitled to a share of the £10 per cent., calculated on the number of parties irrespective of the articles.

The case of *Ex parte Lomas* (1 Mont. & Ayr. 525) was cited to the Commissioner, who, after reading the case, observed, that it only decided that each bankrupt was entitled to the allowance on his separate estate, and "his share of the joint estate," but that there was nothing in the case to show what "*his share*" meant.

BEFORE V. C. KINDERSLEY.

April 23rd.—WILTON EXECUTOR *v.* HILL.

A plaintiff whose bill has been dismissed with costs, and who has been imprisoned, and is in the hands of a sheriff, is entitled (on his own application) to be turned over to the Queen's Prison.

The plaintiff, as executor of the first tenant for life, filed his bill in the year 1855 against the defendants, for the purpose of taking their accounts, and also for breaches of trust, but as there had been another bill filed by the second tenant for life for the same purposes and under the decree in which he could come in and prosecute the same inquiries, the bill was dismissed against him on June 27, 1856, with costs; these were taxed, and attachments issued against the plaintiff, who, under them, was lodged in the custody of the Sheriff of Surrey. Mr. *Ward*, on the 17th of April, applied on the plaintiff's own behalf, founded on the affidavit of his solicitor, that a *habeas cum causis* should issue, directed to the Sheriff of Surrey; this was ordered, and, on its being this day returnable, and the plaintiff being brought to the bar of the court, it was, on the motion of Mr. *Ward*, ordered that the said Henry Wilton the elder, the plaintiff, be turned over to the Queen's prison; and it was ordered that he should remain there until he should pay the sums mentioned in the attachments, clear his contempt, and the court make further order.—*Johnson* v. *Ledley*, 12th June, 1807; *Dew* v. *Clarke*, 14th May, 1827; *Yeates* v. *Yeates*, 15th March, 1854.

ASSIZES AT MANCHESTER.—At the late Salford Sessions the magistrates passed the following resolution:—"That this court is of opinion that the holding of the assizes for the hundred of Salford, at Liverpool, is the source of great inconvenience and unnecessary cost to the inhabitants of the hundred; and that such inconvenience and cost may and ought to be remedied by assizes being held at Manchester, for the transaction of the large criminal and civil business arising within the hundred of Salford.

LEGAL EDUCATION.—The two societies of the Inner and Middle Temple have recently pronounced in favour of a compulsory examination for candidates aspiring to the bar. We hear that the benchers of Gray's-inn have arrived at a different conclusion. The opinion of Lincoln's-inn will be most important, and we anxiously, but hopefully, await its decision. Under any circumstances, a bill to establish a compulsory examination will be introduced into the House of Commons during this session.—*Law Amendment Journal.*

IN RE HALL AND HALL, BANKRUPTS.—The bankrupts, Henry Hall and Cheslyn Hall, were solicitors, of New Boswell-court. The adjourned examination meeting was held on the 24th ult., but no accounts had yet been filed.—Mr. *Whitmore*, the official assignee, submitted his accounts, showing a balance in hand of £2,933, after paying the first dividend of 2s. in the pound on debts of £105,453.—Mr. *Lawrance*, for the assignees, stated that there had been several adjournments, owing to the accounts of the bankrupts not being ready. The adjournments were inevitable, as they could not make out proper accounts till they had prepared their bills of costs. These were still incomplete, and the same reason, therefore, existed for an adjournment. The only question was as to the continuance of the allowance. Messrs. Hall had worked exceedingly hard. No one but the bankrupts could so well attend to this business; and the allowance had been £5 a week each, and, though it was a heavy charge upon the estate, the assignees did not think it ought to be reduced.—Mr. *Rivington*, who opposed, said, that nearly £800 had been expended since the bankruptcy, in the preparation of these accounts—£450 in allowance, and nearly £350 in office expenses.—Mr. *Whitmore*, the official assignee, said he had no complaint to make against the bankrupts; but ten months did seem an extraordinary time to be occupied in making out a lawyer's bill of costs. In answer to the Commissioner, Mr. *Lawrance* said, that £15,438 had passed through the hands of the official assignee; a dividend of 2s. had been paid, and £2,933 remained in hand. The total expense, including the allowance to both bankrupts, was £14 a week. As requested by the court at the last meeting, his firm had certified from time to time that the bankrupts had been diligently occupied in making out these bills of costs, some of which were fifteen or twenty years old. It was probable the insolvency had arisen from this circumstance.—His Honour said, he would continue the allowance of £5 a week each up to the 26th of June, which would be just twelve months from its commencement, and not a week longer.

PATENT EXTRAORDINARY.—The case of *Moses* v. *Baylis*, before V. C. *Stuart*, was a bill for the specific performance of an agreement by the defendant to assist the plaintiff in procuring, and of working when obtained, a patent for the discovery by the latter of an invention for propelling ships through the water without the aid of steam, and independently of the wind, by means of animals, it being proposed by the plaintiff to use horses and elephants for propelling large ships.

The paragraphs in some of the affidavits in this case not being numbered, as required by the 15 & 16 Vict. c. 86, s. 37, the Vice-Chancellor took occasion to animadvert on the non-observance of the above enactment, and said that as it was the first, so he hoped it would be the last time he should have occasion to complain of a neglect to comply with the requisition of the above section.

A LEGISLATIVE ENTANGLEMENT.—In a late case Lord *Campbell* said that the act which had been passed, the 31st of George 3, for the regulation of all matters in a certain township was found so defective, that another act was passed, which recited that the former act had been found in many respects so defective and inefficient that it was desirable that it should be amended. The latter statute, the 6th of George 4, was certainly *obscurum per obscurius*, and threw the court into a difficulty which they must endeavour to surmount; but his lordship said he was afraid the court could not put any construction upon it which would not operate great injustice to some in the township. His lordship only hoped a third statute would not become necessary, which might be worse than the first. His lordship hoped that local bills, as well as bills of a general character, would soon be subject to some competent examination before they were passed.

RE FULCHER, INSOLVENT.—Mr. Howard sued the insolvent in the Rochford County Court to recover money he had intrusted to him, and obtained a judgment, the judge committing the insolvent to prison for forty days, and subsequently for thirty-one days in default of payment. The insolvent then

came to London, and in two or three days afterwards was arrested, as was alleged, by a friend, to enable him to pass through this court and obtain relief from his debts. Upon the part of the opposing creditor it was submitted that the proceeding was collusive and intended to defeat the County Court which had ordered payment of the debt by instalments, as Mr. Howard was willing to receive it.—Mr. Commissioner *Murphy* said, the arrest was evidently intended as an experiment to defeat the County Court by means of this court, and could not be allowed to succeed. As a friend had put the insolvent into prison, he must further demonstrate his friendship by letting him out again. The petition must be dismissed.

The new Speaker Mr. Evelyn Denison, Member for North Nottinghamshire, has appointed the Hon. George Waldegrave as his secretary, and Mr. G. K. Rickards as his counsel and examiner of election recognisances.

Mr. G. Romaine, late deputy judge advocate to the Forces in the East, and who unsuccessfully contested the borough of Chatham at the late election, has been appointed Second Secretary to the Admiralty, in the place of Mr. Phinn resigned.

Recent Decisions in Chancery.

CONSTRUCTION OF WILL—DOUBLE CONTINGENCY.

Grey v. *Pearson*, 5 W. R. 454.

This case, recently decided by the House of Lords, is likely to exercise an influence upon construction cases beyond the immediate subject of the decision itself. The main point was this:—There was a devise to trustees to maintain A. till twenty-one, and then *upon trust for* A. in tail; "but in case he shall die under the age of twenty-one years, *and* without issue," then over. A. did attain twenty-one, but died without issue; and, according to the strict words, the gift over failed, because the double event—death under the age of twenty-one, *and* death without issue—had not happened. The question was, whether the words of the will could be so far modified as to let in the gift over, and prevent an intestacy. There were two possible ways of doing this. One would have been to change *and* into *or*, so as to make the gift over take effect on either of the two events. But this construction was unanimously rejected, and indeed was scarcely pressed in argument, because it would have involved the absurd consequence, that if the first tenant in tail had died under twenty-one, leaving issue, they would, by such an interpretation, have been excluded from the succession which the testator intended for them; and though words may be forced in order to give effect to a devise, this will never be done when the consequence (either in the actual events which have happened, or in any other events which might have happened) would be to destroy the primary intention of the testator.

The other modification of the strict words suggested for the sake of preserving the gift in remainder was in substance to reject the words relating to death under twenty-one, and to read the will as a gift to A. in tail with a remainder to take effect on the death of A. without issue, whether that occurred before or after the attainment of his majority. This was the view taken by Lord *St. Leonards*, who explained the introduction of the words relating to the age of twenty-one by the previous clause, by which the trustees were clothed with the legal estate, and directed to maintain A. until the age of twenty-one. The House of Lords has, however, decided the other way, the Lord Chancellor and Lord *Wensleydale* voting in opposition to the construction of Lord *St. Leonards*. Substantially, the decision was between two conflicting cases, both of which were almost absolutely in point *Brownsword* v. *Edwards*, before Lord (Hardwicke, 2 Ves. 242) and *Doe* v. *Jessop* (12 East, 288). The former is now overruled, after having embarrassed conveyancers for more than a century.

The broad question opened up by the judgments is, how far a court is justified in modifying the language used by a testator. One class of cases, where there is no dispute as to the principle, is, where a clause, if left unchanged, would be repugnant to other clauses contained in the will.

A second class of cases, to which *Brownsword* v. *Edwards* belongs, is, where the change is made, because the clause as it stands is, or is supposed to be, repugnant, not to any other particular limitations in the will, but to what is supposed to be the general intention of the testator. The whole tone of the observations of the Chancellor and of Lord *Wensleydale* is opposed to the allowance of this license of construction at all; and, had not the principle been acted on by the House of Lords itself in former times, it would probably now have been exploded entirely. The result seems to be, that, except where the settled authorities have distinctly sanctioned the application of this rule, it will not in future be considered allowable to change the language of a testator, unless something more than a conjectural intention can be found to justify the change. The doctrine of *Fairfield* v. *Morgan* (2 B. & P. N. R. 38), however, remains untouched. This was, that when a testator devises an estate so as to give the control of the fee simple, but in case the devisee dies under twenty-one *or* without issue then over, in such a case the court will read *or* as *and*, rather than defeat the general intention of preserving the estate at all events to the issue of the tenant in tail. But although to this extent the language of a will may still be modified, even in the absence of any absurdity or repugnancy, *Grey* v. *Pearson* may be considered as having established, on all questions not absolutely concluded by authority, the stricter rule of abiding by the grammatical sense of the words of a will in preference to any conjectures as to the testator's intentions. All modern cases have shown a decided tendency towards this principle of construction, and the conflicting judgments in the House of Lords really represented the contest between the old and the modern doctrines of construction—the former being supported by Lord *St. Leonards*, the latter by the Chancellor, and still more emphatically by Lord *Wensleydale*. The general rule to be followed is thus laid down by Lord *Wensleydale*—"I have been long and deeply impressed with the wisdom of the rule, now, I believe, universally adopted, at least, in the courts of law at Westminster Hall, that in construing wills, and, indeed, statutes and all written instruments, the grammatical and ordinary sense of the words is to be adhered to, unless that would lead to some absurdity or some repugnance, or inconsistency with the rest of the instrument, in which case the grammatical and ordinary sense of the words may be modified so as to avoid that absurdity or inconsistency." And he further adds, "The principle of construction which I have laid down is, in my mind, of such paramount consequence, that I think it much more important to adhere to it than to follow the authority of the previous decisions of courts upon words in other wills resembling these."

PRACTICE—SERVICE.—INFANT—SUING IN FORMA PAUPERIS—PAYMENT OF LEGACY DUTY—PRODUCTION OF DOCUMENTS—WINDING UP.

In *Pycroft* v. *Williams* (5 W. R. 464), leaving a copy of an order with the servant of a party, at his dwelling-house, was held by *Wood*, V. C., to be good service, rendering the party liable to an attachment for disobedience of the order, the party having himself, previously to such service, refused to receive the copy of the order.

In *Grimwood* v. *Shave* (Id. 482) the Lord Chancellor required a special certificate of counsel where a party sought to appeal *in formâ pauperis* without paying the usual deposit of £20. His Lordship said, that the certificate must be something more than what is commonly signed by counsel in appeal cases; that it must be to the effect that, in the opinion of the counsel signing it, there are substantial grounds of appeal, such as will probably lead to the reversal or alteration of the decree or order of the court below.

The Lord Chancellor, in *Lindsey* v. *Tyrrell* (Ib.), allowed an infant to sue *in formâ pauperis* by his next friend. There appears to be no other reported case in which a court of equity has given such an authority; and we are told that the Master of the Rolls, when applied to in this case for leave to file a bill, refused to grant leave, not only upon the ground of there being no precedent for such an order, but also because he considered it to be vicious in principle.

Bryan v. *Mansion* (Id. 483) is important, as showing the onus that is at present thrown upon solicitors in respect of providing for the payment of legacy duty on moneys received by their clients through the Court of Chancery. The effect of the decision may be shortly stated to be as follows:—Wherever money is paid out of court under a will, directly or indirectly, legacy duty being payable, the party receiving it is bound to see that the duty is paid. In the present case, money was paid to the incumbrancer of an annuity, and it appeared that the fund was not exhausted by the sum ordered to be paid. The order made no provision for the payment of the duty, and, upon the petition of the Attorney-General, the party who received the money was ordered to pay the duty and the costs of the application. Prior to 1854 the practice was to allow fees to the clerks in the Accountant General's office for supplying in-

formation to the Stamp-office as to the legacies payable under orders of the Court of Chancery; but by a General Order of March, 1854, that duty was imposed upon the Registrars, who were thereby ordered to notify the fact in the decrees and orders of the court, wherever legacy or succession duty was payable. From the language of the Lord Chancellor in the present case, however, it would appear that, wherever duty is payable under the Act, the court will hold it to be incumbent on the solicitor of the party getting money out of court, to see that the payment of the duty is provided for in the order under which he obtains the money, at the peril of the costs of a special application to the Court by the Attorney-General, such as was made in *Bryan* v. *Mansion*.

By the 18th sect. of the 15 & 16 Vict. c. 86, the Court has power, upon the application of a plaintiff in any suit, to make an order for the production by any defendant, upon oath, of such of the documents in his possession or power relating to matters in the suit as the Court shall think right.

In *The Attorney-General* v. *The East Dereham Corn Exchange Company* (Id. 486), *Wood*, V. C., was of opinion that, under this section, he could not make an order for the production of documents upon oath against the secretary of the defendants' company, the secretary not being a party to the suit, inasmuch as the Act only gave jurisdiction to make an order against a defendant; and his Honour did not consider that the company had the power of compelling their officer to produce documents upon oath.

In re The General Indemnity Assurance Society (Id. 465), *Wood*, V. C., has repeated what has lately been insisted upon in other branches of the Court—viz. that, in cases under the Winding-up Acts, the costs of one petition only would be allowed, unless it were clearly shown that circumstances required, or at all events justified, the presentation of another.

Cases at Common Law specially Interesting to Attorneys.

BANKRUPTCY—ASSIGNEES BRINGING ACTION WITHOUT LEAVE—EFFECT OF.

Lee v. *Sangster*, 5 W. R., C. P., 487.

It is one of the provisions of the Bankrupt Law Consolidation Act, 1849 (s. 153), that the assignees may commence and prosecute any action which the bankrupt might have commenced or prosecuted, on applying for and obtaining the leave of the Court of Bankruptcy for that purpose, *but not otherwise*. In the above case, the action had been commenced by the assignees without first procuring leave, and this was an application to the Court in which the action was pending to stay proceedings therein on that ground; but the Court discharged a *rule nisi* which had been obtained to that effect (though without costs), as they held that all that was intended by the statute was to make it necessary to obtain leave, as between the assignees and the Court of Bankruptcy, but not as between the assignees and the other party to the suit. And the court added that this intention of the Legislature was, in their opinion, further indicated, by the direction the Act contained that the *costs* of actions brought after obtaining the requisite leave, should be allowed out of the bankrupt's estate.

INSPECTION OF DOCUMENTS—PRACTICE AS TO.

British Empire Shipping Co. v. *Soames*, 5 W. R., Q. B., 489.

In this case a rule was applied for on behalf of the plaintiffs, to be allowed to inspect certain documents in the possession of the defendants. The plaintiffs were the owners of a vessel which had been repaired by the defendants; and a large sum, claimed as the defendants' charges for such repair, had been paid under protest, the vessel having been detained by the defendants till their bill should be paid. The present action was brought to recover back a part of the sum so paid, the plaintiffs alleging that they had paid more than was really due with regard to the work performed. And the application now before the Court was, to be allowed to inspect the accounts of the various tradesmen and others whom the defendants had employed, and from which they had made out the bill the plaintiffs had paid under protest. The Court, however, said the case was not within the contemplation of the Legislature when the Act for allowing an inspection of documents became law; and they refused the rule.

It is quite clear that such an inspection as above prayed for would not be allowed *at common law*, inasmuch as the defendants held the accounts in question upon no *trust*, either express or implied, to produce them when necessary for the use of the plaintiffs; and so also, *under the Evidence Amendment Act of* 1851, it is a sufficient answer for the party against whom the inspection is sought, to establish (as the defendants in the above case were in a position to establish) that the documents related to his own case, and not to that of the party applying (see *Hunt* v. *Hewitt*, 7 Exch. 236). Thus, too, the case of *Bolton* v. *The Corporation of Liverpool* (1 Myl. & K. 88), lays down this clear rule with regard to applications under the Evidence Amendment Act, "a party has a right to the production of deeds sustaining his own case affirmatively, but not those which are not immediately connected with the support of his own title, and which form part of his adversary's. He cannot call for those which, instead of supporting his title, defeat it by entitling his adversary."

DE MINIMIS NON CURAT LEX—FRIVOLOUS DEMAND.

Brown v. *Hellaby*, 5 W. R., Exch., 490.

This was an application to set aside an award made by a county court judge on a compulsory reference to him of the above action, on the ground that he had given a general judgment for the defendant, whereas he should have found specifically on the several issues which had been joined.

In refusing the rule, the following significant observations fell from the Chief Baron:—"Without saying when the Court *will* interfere in these compulsory references, we find, from the affidavits in this case, that the matters in dispute which are made the ground of this application only amount to £2 2*s*., which is a sum for which we should not disturb the verdict of any jury under any circumstances. We think, therefore, for that reason (a sort of *de minimis non curat lex*) we ought not to grant the rule, and for that reason only."

It will be remembered, that it has always formed part of the course of the Courts to stay proceedings in any action where it appears that the demand is for a debt under *forty shillings* (see *Kennard* v. *Jones*, 4 T. R. 495). The above application seems to have been dealt with on a similar principle.

LORD CAMPBELL'S ACT—LIABILITY OF OWNER OF PROPERTY—MASTER AND SERVANT.

Dynan v. *Leech*, 5 W. R., Exch., 490.

This was an action brought by the administratrix of M. D. under 8 & 9 Vict. c. 93. The deceased had been in the employ of a sugar refiner, and while so engaged had been accidentally killed in the manufactory of his master (the defendant), by the falling of a loaded sugar mould, which became, by a jerk, displaced from a clip he had himself fastened. The present application was for a rule to set aside a nonsuit; and it was pressed for on the authority of *Paterson* v. *Wallace* (1 M'Q. App. Ca. 748), in which the House of Lords held that the owner of a mine was responsible for the death of a miner killed by the falling of a stone from the roof of the mine, which had been improperly left by the owners in a dangerous position after the danger had been pointed out. But in the present case the Court replied, that the above decision had no reference to the doctrine of master and servant, but to the obligation attaching to every owner of property to take care that it does no injury to others; and they said, that the general principle of law was, that a servant takes upon himself the risk of any accident not produced by the negligence of his employer; and that the facts of the present case showed that the deceased himself was directly contributing to the mischief.

RIGHT TO COSTS—CONCURRENT JURISDICTION—15 & 16 VICT. C. 54, S. 4.

Springbett v. *King*, 1 H. & N. 662.

This was an action for assault, in which, a verdict having been found for the plaintiff with forty shillings damages, the judge who tried the cause refused at the trial to certify for costs. A summons was then taken out, calling on the defendant to show cause why the plaintiff should not recover his costs, on the ground that there was a concurrent jurisdiction in the superior court. This application was supported by the joint affidavit of the plaintiff and of the clerk of his attorney, disclosing *some* evidence that the defendant did not dwell or carry on his business within the jurisdiction of the county court within which the cause of action arose; and it also appeared, that, after diligent inquiries, the plaintiff had been unable to ascertain the residence of the defendant; and that his attorney had refused to give any information—writing, in answer to a request by the plaintiff's attorney to be informed as to the residence of the defendant, "My client declines to render any assistance." Upon these affidavits, *Bramwell*, B., made an order that the plaintiff

should recover his costs, on the ground that there was *primâ facie* evidence of a concurrent jurisdiction, which was sufficient to make the fact of such concurrent jurisdiction *appear to his satisfaction* within the meaning of 15 & 16 Vict. c. 54, s. 4; and in this construction of the Act he was supported by the Court.

NOTICE TO ADMIT—EFFECT OF—COSTS.

The Oxford, Worcester, and Wolverhampton Railway Company v. *Scudamore*, 1 H. & N. 666.

This was an application for a review of taxation of costs. A verdict had been found for the defendant, and after taxing his costs the plaintiffs claimed to be allowed the costs of proving certain documents which the defendant had refused, on notice, to admit, and which had been proved at the trial at an expense of more than £100. The defendant's attorney opposed the allowance of such costs, and a judge afterwards certified that the refusal to admit the documents in question was reasonable: whereupon the Master refused to allow the costs. It was now declared by the Court—1 That all one party has a right to ask from the other is, to admit the due execution of documents. 2. That if he includes in such a demand a requisition to admit authority, the whole notice may be disregarded. Hence the party requiring the admission must take care he does not ask too much. In the present case, as it appeared on examining the notice to admit that the admission sought would have involved an admission of authority, the Court refused to interfere. Another point was raised, but not discussed—viz. that the certificate given by the judge should have been given at the time of the trial.

It may be remarked, that the course taken by the defendant in this case was a very judicious one, for it appears clear that he might otherwise have so bound himself by the form of admission tendered to him as to have prejudiced him at the trial. See observations of C. J. *Tindal* in *Wilkes* v. *Hopkins* (1 C. B. 745).

CONTRACTING AS AGENT WITHOUT AUTHORITY—EXTENT OF THE AGENT'S LIABILITY.

Collen v. *Wright*, 3 Jur., N. S., 363.

The above case discussed the extent of liability which attaches to an agent who enters into a contract on behalf of his principal without authority. The plaintiff had entered, and spent money, upon a farm belonging to one G., under an agreement for a lease thereof, signed by the defendant as G.'s agent. This agreement was afterwards repudiated by G., who refused to sign the lease; whereupon the plaintiff (still believing that the defendant had been duly authorised to sign the agreement) took proceedings in Chancery to obtain specific performance of the contract, and a decree for a lease in accordance with its terms. This bill was dismissed, on the ground that the defendant had no authority from G. to sign the agreement as his agent. During the Chancery proceedings, and before the hearing, the plaintiff's attorney served the defendant with a notice that the suit would be proceeded with at his expense, unless he required the plaintiff not to proceed therein further; and that, if it should be dismissed on the above ground, the plaintiff would commence an action to recover both the damages sustained by his not having had authority, and also the costs of the Chancery proceedings; and in answer to this notice the defendant's attorney wrote to say the defendant would resist any attempts to saddle him with the Chancery costs, and would defend any action brought against him for that purpose. It was admitted for the purposes of the action that though the defendant was not, in fact, authorised by G. to sign, he *bonâ fide* believed at the time that he was so authorised.

Lord *Campbell* was of opinion that the action was maintainable, on the ground that the defendant had asserted that he had authority, and that on the faith of such assertion the plaintiff had entered into the contracts, which, it was admitted, had been broken, and that, consequently, the defendant was liable to recoup the plaintiff for the loss he had sustained by such breach of warranty. And his Lordship cited, in confirmation of this view, the recent case of *Randell* v. *Trimen* (18 C. B. 786). He held, moreover, that the Chancery costs were recoverable as part of the damages, because the defendant had not explained that he had no authority till after he had notice of the suit. In this opinion, generally *Crompton*, J., concurred, and also *Wightman*, J., so far as regarded the action being maintainable; for, said he, "if a person contracts with another as agent, he impliedly undertakes that he is the person he represents himself to be, and that he has authority to contract as he does; and if direct damage arises to the other, he is liable to an action; and it is not an essential ingredient that there should have been a fraudulent representation." As to the costs of the Chancery proceedings, however, Mr. Justice *Wightman* entertained some doubt, as he thought it questionable whether notice should not have been given before commencing such proceedings, and whether it should not have been previously ascertained that the defendant persisted that he had authority.

THE NEW RULES OF COURT, EASTER TERM, 1857.

Heard v. *Edey*, 5 W. R., Exch. 358; 1 H. & N. 716.

It will be remembered that in our notice of this case a few weeks ago,* we stated, on the authority of the Chief Baron, that a new General Rule would speedily issue to settle the practice as to obtaining an order for costs in the case of a judgment by default in an action on a contract brought in the superior court, to recover less than £20.

A Rule for this purpose has accordingly been just announced by Lord Campbell, in the Queen's Bench, and was printed by us in our last number; from this rule it appears—1. That the plaintiff in such an action may indorse on the writ of summons, a notice of his intention (in the event of judgment by default being signed therein), to make an *ex parte* application for his costs. 2. That such intention may be *frustrated* by the defendant (before such judgment shall have been signed) giving notice to the plaintiff that he intends to oppose the application. 3. That if no such notice be given to the plaintiff by the defendant, and judgment by default be signed, the plaintiff may seek from the judge an order for costs on the production of the writ of summons so indorsed; and 4. It is apprehended that such order on such indorsement will in all cases be granted, where *primâ facie* evidence is shown to the judge that the superior court had concurrent jurisdiction in the action; or that the plaintiff would for any other reason have had costs, if the judgment signed had been after verdict.

The object of the other General Rule announced on the same occasion, is to simplify and render less expensive the entry of satisfaction of a judgment. By the new Rule the form of the satisfaction piece and of the attestation thereto required remains unchanged, but on its production to the clerk of the judgments of the court in which the action is, he is authorised to make the entry *in the judgment book* against the entry of the judgment which has become satisfied. And this he may now do without the actual roll of the proceedings having been completed; which, unless with a view to error, or for the purposes of evidence, and the like, is unnecessary.

In our last number, the name of the case last treated of should be *Bird* v. *Malzy*.

Correspondence.

DUBLIN.

(From our own Correspondent.)

JOINT-STOCK BANKS AND LIMITED LIABILITY.

It is a trite saying that extremes are to be avoided, and one generally admitted as holding good in legislation no less than in all other affairs and pursuits of individuals and of nations. There is much reason for thinking, that, on the important subject of the liability of shareholders in joint-stock companies legislation has veered round from one point of the compass to a directly opposite point with undue rapidity. Not two years ago the shareholder, by becoming such, hazarded all that he might be worth. At the present time he has merely to pay up the amount of his shares (and that amount may be exceedingly small), and thenceforward he is free from all claims and demands against the company. It is highly probable that ere long the constitution and operation of joint-stock banks will undergo inquiry; and the Legislature will be called on to take such steps as may tend to prevent the recurrence of scenes of plunder, and consequent ruin, such as have lately been witnessed in connection with the Royal British and Tipperary Banks. The "limited liability" principle having now been so extensively carried out with regard to almost all other companies, that principle can hardly be ignored when banking companies come to be dealt with. On the other hand, it will probably be considered that a complete limitation of liability, such as is obtainable in the other companies, could not be applied to banks without increasing tenfold the facilities for fraud and peculation. On what principle, therefore, should banking companies be founded?

The *Freeman's Journal* of this day, in an ably written article,

* No. 11, Solicitors' Journal, p. 270.

calls attention to the fact that in the colonial charters granted by the Board of Trade a "compromise between the antagonistic systems of limited and unlimited liability is adopted, and has been found to work well." Although, since 1844, no banking company in England or Ireland has been able to obtain limited liability, several colonial companies have been thus formed and incorporated by charter, for carrying on the business of banking in India, Canada, &c. It appears that in these companies the liability of the shareholders is restricted to double the amount of the shares held at the time of winding up. By these charters, moreover, the important privilege is also conferred, that shareholders who have legally transferred their shares previous to the date of the dissolution are relieved from all future liability. There appear, however, to be grave reasons why so extensive an immunity as this should not in all cases be conferred on shareholders. It may perhaps be argued, that the dissolution of a company is generally preceded by some two or three years of unfair or reckless dealing; and, therefore, that shareholders should in all cases continue liable for a certain fixed period after their withdrawal from the concern. But this is a secondary matter. The main question is, how to attain a proper medium between unlimited liability and *no* liability. Now, supposing that, as a preliminary arrangement, the law were (on the analogy of the bankrupt laws) to declare every company dissolved, or, at least, dissolvable, on any failure to meet an engagement or make a payment, and that only *one-half* of the amount of the shares were to be in every case paid up, what would be the consequences? So long as the company continued its operations, it would be working, at the utmost, upon a moiety of the entire nominal capital. On any omission to make a just payment, the unpaid creditor would bring into play the machinery of "winding up." The official manager, acting under the directions of the court, would ascertain the position, liabilities, &c., of the undertaking; and to meet those liabilities there would remain at least one-half of the original share-capital. The difference to creditors would be clearly very great; for under the present system, where, as very frequently happens, the entire amount of each share is paid up to begin with, in the event of such capital being lost by any means, creditors have not a shilling to come upon for payment of their demands. With regard to banks and insurance companies, failure of which, to a greater degree, causes wide-spread ruin and misery, I would go so far as to suggest, that, as a necessary condition of their transacting business, a certain large sum should be placed in the Government Funds by each company, as a guarantee of its *bona fides*, and an indemnity fund for creditors. This guarantee fund should, of course, be placed out of the reach of the company, although to its credit; and the principal should only be accessible in due course of "winding up" under the order of the court. With respect to all other companies, the suggestion would amount to this:—That every shareholder should be liable for twice the amount which the company would be enabled to call up, and make use of, reserving at least one-half of the amount of his shares as a guarantee fund, available only after a dissolution of the company.

It would be quixotic to suppose that any such precautions as those above alluded to would absolutely insure good management and solvency; all that can be hoped for from the most stringent legislation is such an improvement on the present system as may render mismanagement less dangerous, and solvency more probable. Turning from the prospects of creditors to those of shareholders, what effect would the guarantee fund have on them? It is not unreasonable to conclude that a company so constituted, especially if established for mercantile purposes, would possess a degree of credit in the market which can never be enjoyed by any company destitute of a reserve fund, and working merely on a paid-up capital. In addition to this, I may venture to say that the consciousness of such further liability would operate as a check on that reckless spirit which too often pervades directors and managers of joint-stock companies, a spirit which it seems to have been the express design of Mr. Lowe's Act of 1856 to foster and encourage.

Review.

A Summary of the Law of Patents for Inventions, and of Extension of Patents; with Forms, and all the Statutes. Second Edition. By CHARLES WORDSWORTH, Esq., Barrister-at-Law; Associate of, and Counsel to, the Institution of Civil Engineers. Benning & Co. 1857.

The absence of thought, of knowledge, and of labour, which characterises some of the treatises which issue in such profusion from the Bar, has often filled us with sorrow; for we recognise in such productions an impatient craving after notoriety, which is itself the fruit of disappointed ambition, and the consequence of a mistaken vocation. Against some of these works we have already raised our voice, and we shall continue to do so when occasion calls for it; but with regard to the subject of the present treatise, we have a different and a more pleasing duty to perform. We have seldom examined a law book into which so much information has been worked in proportion to its size. Its author truly remarks, at the commencement, that the Patent Law is "one of great nicety and difficulty;" and that, "to compress it into a space of seventy-seven pages, was a task of much labour, and not easy to accomplish." It is only justice to say, that, in our judgment, this task has been very respectably performed.

It is not the fault of Mr. Wordsworth that the branch of the law he has undertaken to expound has been peculiarly prolific of litigation; and yet an inventor who takes up this "Summary" may not unreasonably be discouraged by the formidable list of cases which will meet his eye at the outset. He sees before him the costly experience of 167 victims to their inventive genius, detailed (as it were *par parenthèse*) in a manual by which he is himself invited to be guided; and our national vanity is disposed to find in this circumstance an explanation of the difference which it seems exists in the number of patents applied for in this kingdom, as compared either with France or the United States. In Great Britain and Ireland, since the 1st of July, 1852, down to the 31st of December, 1855, the number of patents applied for was 9,978; in the United States, during the same period, the number was 13,072; and in France, the number was nearly the same—viz. 13,128. On the other hand, whereas in England the proportion of patents *passed* to the applications for them was about 7 to 10, in the United States more than half the applications were rejected or abandoned. So that if our Transatlantic cousins "conclude" more easily than ourselves that they have made a discovery, the dogged resolution of old England is manifested in the ultimate result—the patents passed (within the same period above mentioned) in the United Kingdom being 7,019, and those in the United States only 5,904.

One difficulty with which a discoverer has often to contend, and which not unfrequently furnishes (as the newspapers have it) "employment to the gentlemen of the long robe" at his expense, is, as to whether his project is properly a subject for a *patent* as an "invention," or for *registration* as a "design." We confess our inability to draw any satisfactory criterion from the two cases in the Queen's Bench cited by Mr. Wordsworth as elucidatory of this difficulty. In one of these (*Rogers* v. *Driver*, 20 L. J. 31), the court said that a certain new kind of brick, the utility of which consisted in its being so shaped that when several bricks were laid together in building, apertures were left in the wall, by which the air was admitted to circulate, and a saving in the number of bricks required was effected, constituted a "design" capable of registration under the 6 & 7 Vict. c. 65, so as to create a limited copyright therein; while in the other case (*Reg.* v. *Bessell*, 20 L. J., M. C., 177) the same court, and the same judges held, that a certain new ventilator, consisting of an oblong pane inserted into an ordinary window-frame, the pane being hinged, and opening in a peculiar manner for the purpose of preventing a downward draft, was the subject of "letters patent," and not of registration. Neither do we find our author meeting the point with his usual spirit, for he contents himself with adopting the language of a brother writer on the law of patents, to the following effect:—"The subject of letters patent is the manufacture itself; the subject of registration is strictly confined to design—that is, to combinations of lines producing pattern, shape, or configuration, by whatever means such design may be applicable to the manufacture." This may be the language of science, but, notwithstanding the distinction above indicated, where is the difference (as regards the nature of the protection which ought in justice to be given by law) between a perforated brick and a perforated window? We are almost disposed irreverently to hum—

> "Pity such difference should be
> 'Twixt tweedledum and tweedledee."

But supposing this preliminary doubt to be solved in favour of a *patent*, it then behoves the intended patentee to shut himself up in his closet with that volume of the Statutes at Large which contains the Act "concerning Monopolies," and quietly to consider with himself whether he is or is not within its meaning "the true and first inventor," for otherwise he cannot

safely proceed. Hence, where the manufacture is of an obvious character, requiring neither skill nor contrivance for its production, or where the intended patentee is conscious of its having been suggested to him by a neighbour, or that he "cribbed" it from some "Treasury of useful knowledge," or where he has already sold the article for profit, or has given the benefit of it to the public,—he had better abandon the object of his ambition, for it is hopeless. On the other hand, it is no objection that he heard of it in his last "vacation ramble" on the continent, "for it is immaterial,"—so dogmatises the law,—"whether the benefit bestowed on the public be the result of a man's travel and observation, or the fruit of his original genius."

But the meaning of the word "manufacture" in the old statute of James. is the real nut to be cracked; for inasmuch as before that Act *all* monopolies were illegal, and as thereby the common law on this subject was declared and confirmed *save only* as regarded the exceptions contained in the statute, it is essential that the subject of the patent should be a "manufacture," such being the expression used. Mr. Wordsworth has selected a passage from a judgment of Chief Justice *Eyre*, in the case of *Boulton* v. *Bull*, which has now held water for more than seventy years as a definition of—or rather gloss upon—this important term. "The word *manufacture* in the statute is of intrinsic signification, and applies not merely to *things made*, but to *the practice of making*—to principles carried into practice by means tangible and capable of being accurately described. Undoubtedly there can be no patent for a mere *principle*; but for a principle so far embodied and connected with corporeal substances as to be in a condition to act and to produce effects in any trade, mystery, or manual occupation, there may be a patent."

But, again, according to the statute of James, the subject of the patent must not only be a manufacture, but "such a new manufacture which others at the time of the patent *do not use*," *i. e.*, use in public, as distinct from use in secret; and this necessity is illustrated by Mr. Wordsworth (p. 17) in the following manner, which we think a fair specimen of his power of condensing and popularising the authorities on which he relies:—

"To an action for an infringement of a patent for a lock, the defendant pleaded that the lock was not 'a new invention' as to the public use thereof. It appeared that a lock, similar to that of the plaintiff's, had been used by a third party on a gate by the road-side, for sixteen years before the patent was taken out; and that locks on the same principle had been manufactured in this country for money, from a pattern sent from America, and had afterwards been exported to that country. It was held, that, under these circumstances, the defendant was entitled to the verdict (*Carpenter* v. *Smith*, 11 Law J., N. S., 213, Exch.; 9 Mee. & W. 300).

"A patent was taken out in 1839 for an improved method of making cast-steel, by fusing carburet of manganese with ordinary steel or iron. The specification applied not only to the use of the carburet of manganese itself, but to the use of its constituent parts (oxide of manganese and carbon) by introducing them separately into the crucible, and fusing them with the iron. Several years before the patent was obtained, five or six firms were in the habit of manufacturing steel by fusing it with oxide of manganese and carbon in the way described in the patent, and had used the steel so produced in the way of their trade, and without concealment. Two only of these firms had kept the method a secret. In an action for infringing the patent, to which there was a plea denying the novelty of the invention, and alleging that it had been publicly used and vended before the granting of the patent, it was held that the above evidence supported the plea, and that the patent was invalid (*Heath* v. *Smith*, Law J. 1854, Q. B., 166)."

It appears to us that more interest attaches, in the eyes of all except inventors themselves, to the general and fundamental principles of the patent law, of which we have thus taken a glance, than to the rules according to which the patent itself is actually obtained; for these last are of a fluctuating nature, and the "Patent Law Amendment Act" of one session is pretty sure to be superseded in the next by fresh provisions. For this reason, among others, we shall not pursue Mr. Wordsworth through all his seventy-seven pages, nor trace the various steps of "the Petition," "the Declaration," and "the Specification." Here, however, as in other of its parts, this little treatise is remarkably clear; and compresses into a short notice the pith of all that is necessary to be stated. The section on "the Specification" is especially satisfactory, and we would abridge it for the benefit of our readers were it not itself a most skilful abridgment; and we would still more willingly extract it entire did the space at our command permit. But we can do neither, for we must not conclude without pointing out to Mr. Wordsworth, for correction in his next edition, a mistake which has unhappily crept into his statement with regard to an important topic at which his essay glances. The passage to which we allude occurs at p. 30 of the "Summary," where, in the account of the present law as to the form and operation of a patent, we meet with the following paragraphs:—

"The patent always contained another clause, providing that it should be void if transferred to more than *five* persons, or in any of certain modes therein described rendered beneficial to more than five persons. This clause, however, applied to assignments by the act of the party, not to those by operation of law.

"But it is now enacted, that, notwithstanding any such proviso, more than *twelve* persons may have a legal and beneficial interest in such letters patent."

Mr. Wordsworth must of course, when he wrote this, have been perfectly familiar with the fact, that the form of a patent limiting the number of assignees to five, though in use when *Bloxam* v. *Elsee*, the authority he quotes, was decided, was altered in the year 1832, through the instrumentality of the late Lord *Denman*, then Attorney-General; and the number extended to *twelve:* but without this omitted link in the chain, the second of the above paragraphs is illogical, and, indeed, not to be understood. We have, indeed, some doubt whether the haziness of this passage is caused altogether by a slip in the pen, or a treacherous memory, but does not rather arise from a misconception of the effect of 15 & 16 Vict. c. 83. The words of the Act are (s. 36)—"Nothwithstanding any proviso that may exist in former letters patent, it shall be lawful for a larger number than twelve persons hereafter to have a legal and beneficial interest in *such* letters patent"—that is, we apprehend, in letters patent *already granted*, and not in those hereafter to be passed; which are left, as before, to the discretion of the Crown. Surely, if it had been intended to lay down for the first time a statutory provision as to the future exercise of a branch of the royal prerogative, it would have been done in a different manner, and in more express terms. And yet Mr. Wordsworth subjoins in a note—"There will, *therefore*, no longer be the difficulty hitherto existing as to the working of patents by joint-stock companies. Such companies, incorporated under the 19 & 20 Vict. c. 47, may now take to patents with the capacity of applying a large capital, an advantage that will be felt in respect of many patents. And persons so engaged will be free from liability, except to the amount of their respective shares."

We must take leave to doubt this consequence of the above section. We do not believe that the number of persons who may be interested in a patent came under the special consideration of the framers of the Joint-Stock Companies Act, 185 6, or that the Legislature intended, in passing the Patent Law Amendment Act of 1852, to interfere with the power of the Crown to insert such conditions as it thought proper in the letters patent, with regard to the persons who might become interested therein. It was the ancient principle of the patent law to prevent an unlimited number of persons, by combining capital, to create a greater monopoly in the article patented than would be presumably attainable by a limited number of partners. At the time of the passing of the Amendment Act, 1852, it was no doubt felt that this principle should be relaxed, and hence the provision in question to provide for the patents already in existence; but, as we read that provision, it would be quite competent for the Crown to introduce into letters patent any restriction as to the number of such partners, which experience may hereafter show to be advisable. And it is possible that the formation of patent companies, the members of which are only liable to the extent of their respective shares, might render some limitation proper. In the meantime, however, and even if such an alteration in the practice of the Commissioners of Patents should be introduced, the power of thus working a patent will give, it is reasonable to suppose, a great impulse to the inventive faculties of this country. Let us hope that proportionably satisfactory results will follow with regard to the progress of science and the conveniences of life.

Questions at the Examination.

EASTER TERM, 1857.

I. PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?

2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.

3. Mention some of the principal law books which you have read and studied.

4. Have you attended any, and what, law lectures?

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

5. How many days has a defendant to appear in actions of ejectment? and in actions on bills of exchange? and what step is necessary before appearing in the latter case?

6. What is the course of proceeding under the Common Law Procedure Act, 1852, in actions against British Subjects resident abroad?

7. What circumstances must be shown to exist to entitle a plaintiff to a judge's order to hold a defendant to bail?

8. What is the effect of the death of a sole plaintiff or defendant before trial?

9. Mention some of the causes of action which do not survive to executors.

10. Issue having been joined in Hilary Term, after what delay in proceeding to trial can the defendant give the plaintiff notice to bring the cause on for trial? and to what notice is the plaintiff entitled?

11. In what cases can the court or a judge compel a reference of an action?

12. In what case is it necessary to call an *attesting* witness in order to prove a document? what alteration has been recently made in the law on this subject?

13. Is there any appeal from a judgment of a superior court on an application for a new trial? and what entitles a party desirous of appealing to do so?

14. In what cases is secondary evidence of documents admissible?

15. May payment be given in evidence in reduction of damages, or must it in all cases be pleaded?

16. What is the effect of the plea of non-assumpsit to a declaration on a policy of assurance containing averments of the plaintiff's interest and of the loss?

17. In what instances is a carrier not liable for loss of goods intrusted to him for carriage?

18. Under what circumstances is a master answerable for damages done by his servant?

19. In what case is a husband not liable for debts contracted by his wife during coverture?

III. Conveyancing.

20. In what session of the present reign was the Succession Duty Act passed? How does this affect the title to be shown to real estate?

21. Explain the nature and object of fines and recoveries, and what was substituted in their place by the Act of Parliament abolishing the same?

22. State the usual covenants in the assignment of a lease on the part of assignor and assignee respectively.

23. Is a mortgage of leaseholds best effected by an assignment or by an underlease? State the reason for your answer.

24. Should a second mortgagee take any, and what, precaution to preserve priority over a third mortgagee?

25. When was the Act for the amendment of the law with respect to wills passed, and from what day does it take effect? Under this Act what is the law as to gifts to an attesting witness, and as to the competency of creditors and executors to be attesting witnesses?

26. By what means under the last-mentioned Act can a will be revoked?

27. A., being a surrenderee of copyhold estate, but not admitted, assigns his interest to B.; is the lord compellable to admit B. on payment of a single fine, and how would the case stand, if, instead of a surrender to A., there had been only a covenant to surrender?

28. State the nature and principal incidents of "separate estate."

29. Out of what real estate of her husband is a woman married since the first day of January, 1834, dowable, and by what means can her right to dower be defeated?

30. On a sale of lands what expenses in the absence of stipulation are usually borne by the vendor, and what by the purchaser?

31. Title deeds required to be examined are found not to be in the possession of the vendor, but in the hands of a third person in the country; what is the course to be pursued for the examination of the deeds, and at whose expense?

32. On a sale of leasehold estate what conditions ought to be inserted with regard to the title of lessor and lessee, or either, or both?

33. A., seised in fee of real estate demised to a stranger, dies between two of the quarter-days on which rent is payable. Can A.'s personal representatives claim an apportionment of the rent becoming due on the quarter-day next succeeding his death, against his heir or devisee as the case may be?

34. On a marriage settlement of real estate, it is intended that a sum of money shall be made raisable for younger children of the marriage, state the usual mode by which that would be effected in framing the deed.

IV. Equity and Practice of the Courts.

35. What are the peculiar objects of jurisdiction of courts of equity? Give *exempli gratia* instances under each head.

36. What is the rule of interpreting the statute law in equity? and does it differ from that of common law?

37. What are the principal kinds of relief afforded? mention those—1st, not comprised within the scope of the common law; and 2nd, the one kind lately conferred upon the courts of the latter.

38. The necessity of a suit by bill being assumed, set forth the mechanical steps of instituting one, by whom drawn, settled, and signed? how ingrossed, printed, or written? where filed, and how indorsed? the service and notice required?

39. If the suit be at the instance of a feme covert or infant, what is to be done before such a bill can be filed?

40. How soon is the plaintiff entitled to examine the defendant on oath, and how is it to be done? and how is the defendant to know what he is required to answer?

41. May the defendant enter into explanations material to his defence, or must he confine his answer strictly to the interrogatories put to him? State the authority for your answer.

42. Can the defendant, before or after answering, examine the plaintiff himself upon matters material to the suit? can he obtain inspection of documents in the plaintiff's possession to enable him to answer, and how can he, the defendant, obtain relief in the suit so instituted against him?

43. What is a demurrer?

44. What is a plea as distinguished from an answer?

45. What a replication? can it be dispensed with when an adverse decree is sought by evidence to contradict the defence? and if so, what is the plaintiff's course to obtain a decree?

46. How is evidence in the cause taken by *viva voce* and affidavit? before whom, and where filed?

47. Explain the mode of preparing the brief for counsel on the hearing; and what is necessary to be done on the part of a plaintiff before the hearing and after the decree made, to its completion, step by step.

48. When accounts and inquiries are directed, how and where are they to be prosecuted? Explain the steps to be taken before a decree founded upon the results can be obtained.

49. How is such a decree to be enforced, and when costs are ordered to be taxed and paid, how are the last to be ascertained, and how enforced? State the means to be employed.

V. Bankruptcy and Practice of the Courts.

50. What must a creditor do, and what must he be prepared to prove before a commissioner in bankruptcy, in order to obtain an adjudication in bankruptcy against his debtor, and to what court must the creditor apply for such adjudication?

51. Is there any mode by which a creditor can compel his debtor, being a trader, either to pay or give security for the debt, or to commit an act of bankruptcy? If so, give a short account of it.

52. Can a creditor obtain an adjudication of bankruptcy against his debtor at any distance of time after an act of bankruptcy, or is there any, and what, limit?

53. Is a conveyance by a trader of all his property to a trustee for the benefit of his creditors an act of bankruptcy, under any, and what, circumstances?

54. Can a creditor upon a bill of exchange or promissory note not due petition for an adjudication in bankruptcy?

55. What is a fraudulent preference, and is it an act of bankruptcy?

56. Give some account of the doctrine of reputed ownership?

57. From what claims, and demands in general, is a bankrupt discharged by his certificate?

58. Are there any cases in which a bankrupt has no right to a certificate, and the commissioner has no power to grant it? if so, state some of them.

59. Under what classes is the certificate ranged with reference to the bankrupt's general conduct as a trader?

60. A trader is declared bankrupt upon the petition of a creditor, in respect of an act of bankruptcy committed before the petitioning creditor's debt was incurred, is this adjudication valid?

61. Can a debtor be declared a bankrupt upon an act of bankruptcy committed after he has ceased to trade? if so, why?

62. What are the general requisites of a good petitioning creditor's debt?

63. If a lessee for years becomes bankrupt, who is liable for the future to pay the rent and perform the covenants on the lessee's part?

64. A man incurs a debt, and afterwards for the first time enters into trade, and subsequently commits an act of bankruptcy. Is the debt so incurred a good petitioning creditor's debt; and if so, why?

VI. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

65. Writers on the law of nations lay it down as a maxim "that different nations ought, in time of peace, to do one another all the good they can, and in time of war, as little harm as possible, consistently with their own real interests." Is this principle enforced by our municipal law? And point out any instance in which the statute law interposes to enforce the law of nations, with regard to the traffic in slaves.

66. Define treason; and mention the first statute of treasons, and also the Act by which it was confirmed, and by which all the intervening statutes on the subject were repealed.

67. What recent statute has passed to prevent injury or alarm to the Sovereign, and what punishment attends this "high misdemeanour?"

68. Define felony; how is felony distinguished from misdemeanour? Under which head does "counterfeiting the coin of the realm" now rank, and by what statute?

69. Is the returning from transportation a capital offence, or what other punishment is substituted for it; and if so, by what statute?

70. Is there any statute, and what, making it criminal to send letters containing threats of murder, or to burn houses, stacks of corn, or other agricultural produce; and if so, what punishment is annexed to the offence?

71. Define homicide; in what way does our law deal with homicide *per infortunium*, *se defendendo*, and felonious homicide?

72. When a delinquent is arrested for an indictable offence, what are the proceedings to be taken in order to his committal or acquittal?

73. What is the nature of bail in criminal cases? Can a prisoner demand it in the case of every crime? if not, mention some of the cases in which a justice of the peace is precluded from taking bail.

74. What is the prisoner's remedy, if the magistrate should refuse to accept of bail, in cases where, at his discretion, he may refuse or accept it?

75. What is the proceeding before a magistrate to obtain a warrant to arrest a person charged with a criminal offence? Is a general warrant to apprehend all persons suspected, without specially naming them, good or void?

76. What officers may arrest an offender without a warrant?

77. On the preliminary inquiry before a justice of the peace, or coroner, may the party charged with an offence insist upon being aided by his counsel or attorney?

78. Is a person, whether held to bail or committed to prison for trial, entitled to copies of the depositions upon which he has been held to bail or committed?

79. Is it necessary in an indictment to state the value of an article which is the subject of the offence; and has the court now the power to amend the indictment, if any technical mistake should appear in it?

Law Amendment Society.

FOURTEENTH SESSION—TWELFTH GENERAL MEETING.
APRIL 27th, 1857.

T. E. HEADLAM, Esq., Q.C., M.P., Vice-President, took the Chair.

The following new members were elected: E. C. Petgrave, Esq.; Thomas Boag, Esq.; Arthur Scratchley, Esq.

The SECRETARY read an Address of the Council to the Society, of which the following are extracts:—

MINISTER OF JUSTICE.

It has been proposed that the Minister of Justice should be an independent Officer of State, having a seat in the Cabinet and the House of Commons; but to this it is objected that the existence of such an officer would not be compatible with the political influence of the Lord Chancellor, who is at present the representative of law in the Cabinet. Whatever weight attaches to this objection seems to apply to another proposition, of making the Home Secretary Minister of Justice, with the additional evil of still further burdening a department which is at present supposed to be fully occupied. Both these plans seem to be grounded on the popular feeling, to which it is hardly possible to attach too much importance, that proper security for the vigilance and activity of such a department is only to be obtained by its direct responsibility to the House of Commons. The Society a few years since approved of a plan submitted to them, which it was thought would in a great degree meet the complicated requirements of the case, and, without interfering with the position of the Lord Chancellor, would make the department of justice sufficiently responsible. It was proposed in this Report that a Board of Justice should be established on the same footing as the Board of Trade; that the Lord Chancellor should be the president; and that there should be in addition a vice president with a seat in the House of Commons, and a permanent non-parliamentary secretary, with a competent official staff. The Council have not yet heard any other proposal which seems to promise on the whole a more satisfactory solution of the difficulty than this; and they have little doubt that a department well organised after such a plan would not only be able to deal with all current questions of law amendment, but would also find in itself ample resources for the consolidation of the statute law and the revision of bills as they pass through Parliament.

TRANSFER OF LAND.

Since the Society last met, the Commissioners appointed to consider Registration of Title with reference to the sale and transfer of land have finally agreed to their report. The subject of their deliberations has been frequently before the Society; and indeed, it was a paper read to the Society by Mr. Strickland Cookson, which first impressed on the public mind the expediency of a registration of title as opposed to a registration of assurances. It was chiefly in consequence of the notice which that paper attracted, and the discussion which ensued on it, that a select committee of the House of Commons was appointed to investigate the subject, the result of their investigation being a recommendation to the Crown to issue the Commission from which the recent report has originated. A system of registration of title is recommended for adoption by the Legislature, and is elaborately worked out in its details; and whatsoever may be the opinion of individuals as to some of these details, it will be generally conceded that no plan for the simplification of the transfer of land has been put out to the public in so exact and tangible a form, or which has furnished such solid ground for expecting a great diminution in the cost of conveyances and the uncertainty of titles.

COMMERCIAL LAW.

The Mercantile Law Conference, held in January last, has given a considerable impulse to the efforts for the improvement of our commercial law. The defects existing in the administration of the bankruptcy law were brought prominently forward at that meeting, and will be the subject of a bill now in course of preparation by the committee appointed at the conference. To diminish the ruinous cost, amounting on an average, to about 45 per cent. on the assets, must be the first object of any amending measure. It is proposed to effect this by transferring the compensation payments now saddled on the suitors to the Consolidated Fund, and by abolishing the offices of broker, messenger, and accountant. Further improvements are proposed in the system of appeal, and the mode of remunerating the official assignee, and the frequency of attendance by the commissioners; also, by giving to the Bankruptcy Courts the jurisdiction in insolvency, by improving the arrangement clauses in the Act of 1849 so as to make them operative, by enacting that a deceased trader may be made bankrupt, by confining imprisonment for debt on execution to cases where the bankrupt's case has been heard and decided on, and by vesting in the Court of Bankruptcy the winding-up jurisdiction.

The Conference also reported in favour of repealing the 17th section of the Statute of Frauds, with exceptions as to certain classes of contracts.

The insufficiency of our present tribunals for administering full and speedy justice in mercantile causes excites the greatest attention among the classes peculiarly affected by it. The delegates at the Conference stated, that in nearly all the large towns of the kingdom an absolute denial of justice in cases above the value of £50 prevails throughout the year, except during the two occasions when Her Majesty's judges sit for a few days in each circuit town; that a greater frequency of circuits and a large extension of the jurisdiction, both legal and equitable, of local courts, are measures imperatively demanded; and that to these should be added some means of deciding commercial causes in a more satisfactory way than the present machinery of our courts admits of.

JUDICIAL STATISTICS.

A bill to provide for the regular collection and publication of the statistics of all our courts of justice was introduced in the last session. The recognition of the need of such a system has now become universal, and its establishment would be one of the first and most important duties of a Minister of Justice.

Juridical Society.

At a meeting of the Society, held at its rooms, No. 4, St. Martin's-place, Trafalgar-square, the V. C. Sir John Stuart, President, in the chair, Mr. F. S. Reilly read a paper on "Judicial Oaths" (with reference to the expediency of examination upon oath, the rejection of testimony where oath cannot be taken, &c.).

The learned Reader commenced by referring to the Second Report of the last Common Law Commissioners, who therein discussed the expediency of examination upon oath, and, after giving their reasons for being averse to the abolition of judicial oaths, observed that it might admit of question whether the religious sanction should be made the indispensable condition of testimony in cases where that sanction was admitted to have no existence. They were unable, however, to agree on any recommendation upon the point. Having described the form and mode of administering a testimonial oath, and discussed the antiquity of the rule requiring legal testimony, Mr. Reilly proceeded as follows:—

The observance of this ceremony is, at the present day, required of every witness. It is employed by the law as a means for securing the trustworthiness of his testimony. It seeks to bring to bear on his mind a religious influence in co-operation with the other motives to veracity. And it is based upon this —that it is the fact, and that the swearer believes, that there is a moral government of the world by God, under and in the course of which truth and falsehood, as such, are rewarded and punished.

The oath is in its essence a recognition of the existence of this moral government, and of the obligations that attach to those who are the subjects of it. The oath acknowledges an existing obligation, it does not create a new one. It is a *sacramentum;* an outward and visible sign of the swearer's present conviction of his responsibility to God. Oaths have often been turned to evil purposes; false and debasing views have prevailed of their nature and objects, and attempts are made to discredit them, as allied to the incantations of Paganism and to mediæval ordeals. But an oath stands apart, untouched by the condemnation that has fallen upon these practices. It is an act of reverence, of Divine worship, and cannot be rejected merely as superstitious except in company with a prayer—the simplest act of natural religion, and one not yet exploded among men.

The reliance which the law places upon the oath as one security for trustworthiness of testimony seems justified by experience. You will hear it said, indeed, that the ceremony is useless; that a man who will tell the truth does not need the oath; that a man who will not, disregards it. But such dilemmas are dangerous guides. It is true that wilful falseswearing is not unknown, but it is equally true that there is, in the words of the Common Law Commissioners, "a large class of persons, who, though less alive than they ought to be to a sense of moral duty, or to the fear of legal penalties, may yet be deterred from falsehood when to these is added the dread of Divine vengeance." It has been well asked, what would become of all the nonsuits if witnesses, when they come to be examined in court, were to say the same things as they said to the attorney before the trial? and to this result the oath contributes, at least. The belief in the efficacy of an oath is not merely a conventional one among professional lawyers: it may be noticed that a prisoner or party cross-examining on his own behalf, often, with almost every question, reminds the witness of his solemn oath.

Then, in the case of a man who has an habitual regard for truth, an oath is far from being devoid of use. By the administration of it he is warned, and by taking it he acknowledges, that, in the discharge of his duty as witness, he is to raise himself above the level of common life, and, laying aside the exaggerations and the reticences that surround ordinary speech, to apply himself seriously and soberly to the task of speaking the whole truth. It does not supply him, indeed, with any new motive, but it peremptorily reminds him of the direction in which his habitual motives should guide him.

An oath, it must be admitted, will be useless where a man is determined to disregard all restraints; and it would, perhaps, be equally useless where a man had arrived at moral perfection. But for the great mass of men which lies between these two extremes, it cannot be doubted that it is effective, in some cases as a check, in others as a stimulus.

The great weight, indeed, of the authority and reasoning of Bentham has been thrown into the opposite scale. Whether principle or experience be regarded, he contends, an oath will be found in the hands of justice an altogether useless instrument. "The supposition," he says, "of its efficiency is absurd in principle. It ascribes to man a power over his Maker; it places the Almighty . . . . under the command of every justice of the peace. It supposes him to stand engaged, no matter how, but absolutely engaged, to inflict—on every individual by whom the ceremony, after having been performed, has been profaned—a punishment (no matter what) which, but for the ceremony and the profanation, he would not have inflicted."

There is, however, no difficulty in seeing that this is rather a caricature than a fair representation of the nature and effect of an oath. The theory of an oath does not necessarily involve the supposition of a specific sin of perjury with a peculiar penalty attached, nor does the use of an oath compel us to any dogmatising about consequences. The law makes no pretension to alter the nature of the moral offence of falsehood. The perjurer offends, indeed, as Paley expresses it, "with a high hand;" and the judgment of conscience must be, that the deliberateness of the act gives it a darker complexion. But this result is incidental only; it is not the object of the ceremony, which only serves to remind the swearer of the necessary consequences of his acts. In short, as it has been pithily expressed, the law uses an oath, not to call the attention of God to man, but the attention of man to God; not to call on Him to punish the wrong-doer, but on man to remember that He will.

Bentham, with copious arguments and illustrations, many of which, however, have little pertinence to the oaths of witnesses, endeavours to show further, that it is a matter of daily uncontroverted and incontrovertible experience, that an oath altogether without efficacy in its character of a security against a man's doing what he has engaged not to do. It would not be suitable to my purpose, on the present occasion, to follow him through these arguments and illustrations, and test their value as a foundation for this opinion. I must content myself with relying on what I have already said, and with referring to the opinion of the Common Law Commissioners, who justify the reliance placed by tribunals on oaths by tracing it to "the general experience of mankind of the effect of the religious sanction on the minds of men."

Bentham had apparently little expectation of his arguments procuring an early abolition of the testimonial oath; he compensates himself, therefore, by the anticipation, that, "bye-and-bye, its rottenness standing confessed, it will perish off the human stage, and this last of the train of supernatural powers, *ultima cœlicolûm*, will be gathered with Astræa to its native skies."

The Common Law Commissioners, on the other hand, speaking under the pressure of a more immediate responsibility, declare their opinion that "it cannot be doubted that the effect of a transition from the use of judicial oaths to simple declarations would, at least at the outset, by removing one of the barriers to falsehood, encourage false testimony, and tend materially to lessen the confidence of the public in the administration of justice."

On this danger, which would doubtless need serious consideration in the case of a sudden abolition of oaths at the present moment, Bentham is altogether silent. Perhaps he is justified in passing it by; for if, in the course of the revolutions of opinion, his prophecy should ever come to be fulfilled, we may feel sure, that, through the gradual preparation of men's minds for the reception of the change, the danger apprehended by the Commissioners will have vanished, and the new system will find a safe foundation on the ruins of the old.

Reference is habitually made, for the purposes of such inquiries as the present, to "the System of Penal Law for the State of Louisiana," prepared by Livingston. I have looked into it to see how he deals with oaths. He retains them and couches them, too, in very stringent terms. Although he appears to base his argument for their retention mainly on the danger of a change, yet, whatever may be the weight to be ascribed to his authority, it will be found to be thrown more completely into the scale in favour of oaths than might at first sight appear.

He makes part of his description of an oath an agreement to renounce the blessing of God if the engagement should be broken; and the ordinary oath to be taken under his code runs thus:—"I swear, in the presence of Almighty God, and by His Holy Word, and on the faith of a person of probity and honour, that—" concluding thus, "and may God so bless, and

man so honour, me as this oath is truly and sincerely made.' His observations in the Introductory Report must be read with reference to this description and form.

"Those," he says, "who are for abolishing the religious sanction say, that it is not only useless, but injurious, and even profane;" going on to state the usual arguments for these views. His conclusion he expresses thus:—"When properly developed, and coolly considered, these objections have weight; and if I were now for the first time devising the formula of a judicial asseveration to declare the truth, I think I should omit the conditional renunciation of God's favour which it now contains. The general impression now existing of its necessity, the abandonment of all pretension to right by any ecclesiastical power in our day to dispense with its obligation, and the danger of a sudden change, have combined to induce me to retain this part of the oath in ordinary cases."

His observations appear deficient in precision; because the objections to which he allows weight are of equal force against oaths, whether this clause of conditional renunciation, as he calls it, is omitted or not, and the form he prescribes would be equally an oath without it. The only explanation which suggests itself for his adoption of this course of argument is, that he did not contemplate the possibility of doing away with oaths altogether, and consequently, as I said before, the force of his authority is really directed more strongly in their favour than his very faint approval of his own form would lead one at first sight to suppose.

I observe, also, that in the case of a community existing under very similar conditions to our own—the State of New York—the framers of the Code of Civil Procedure brought forward there in 1850 did not propose to do away with oaths, although they would allow any witness at his option to substitute a simple declaration.

There is one instance of an authoritative proposal for the total abolition of testimonial oaths, of very recent date, and affecting the greatest of the dependencies of the Crown—I mean British India. The late Indian Law Commissioners, comprising Sir J. Romilly and Sir J. Jervis, propose this article in the intended Code of Procedure:—

"All witnesses shall be examined without oath, or affirmation, or any warning, as a necessary preliminary to their giving evidence, and they shall, upon such examination, be bound to speak the truth as they would have been bound by an oath, or a sanction tantamount to an oath."

The reasons given for so sweeping a measure as this are fully stated in the Report.

(To be continued.)

The Minister of Justice—For what is he most Needed?

To those who desire that law changes should be really reforms, and not place-making jobberies, as too generally has been the case heretofore, it is very interesting to see the practical good sense with which the *Daily News* has lately written on these subjects. The *Times* (generally very powerful in its representation of the views it is advocating, and often doing great service) too much lends itself on these subjects to swelling the cry which for the moment happens to be popular, and rarely pains itself to apply quiet inductive considerations as to what is the practical thing really needed. Its habit in these matters is too much to form itself into the reserve corps, and to rush into the battle just as it is nearly won. How much money does an existing plan cost?—how much time does it consume?—and why and how is so much of each required? These are the true philosophical questions with reference to all matters of reform in procedure; and they require a minute dissection of the facts of actually existing facts, and that this dissection should be made in a large number of parallel cases, just as we take the average expectancy of life, or ascertain any other general law of nature. Now, as far as we know, this inductive method of investigation has not only not been applied *systematically* to matters connected with legal improvement, but has never, in any case, been applied to them at all. All that we do in England, is to say to a dozen people (and we are so absurd as to call them witnesses, while we might as well call them jurors, or by any other name), Mr. A., what do you say to such a form of procedure? Mr. B., what say you? Mr. C., ditto? And in the average of their unconsidered answers we fancy we have discovered the truth required.

The *Daily News*, in an able article which we extracted last week, says, as to a Department of Justice, "Its value consists *mainly* in this, that its head would be responsible for preparing and conducting through Parliament those various measures of law amendment which the progress of intelligence and the change of society imperatively require." Now, it is, doubtless, very material that our legislative machinery should be better organised; but the improvement of procedure is equally, if not more, important. "Take care of the pennies, and the pounds will take care of themselves." Badly devised or badly expressed laws are evils, but as nothing compared to inefficient judges. Inefficient judges, again, are less mischievous than bad officers;—bad officers far less mischievous than false systems of procedure, and bad judicial arrangements. Were the angels of Heaven (instead of Mr. Bellenden Ker and his one helper) to draw up for us a code of laws, we should be very little better off than now, if our system of procedure had to remain what it is, and our courts and offices were to be left uninspected and uncontrolled as they now are,

We, therefore, confidently assert that some of the chief needs of law reform require for their satisfaction no parliamentary action at all. These needs are executive rather than legislative. They arise in the want, not of better laws, but of better application of the existing laws. The perpetual superintendence of the working of the whole judicial machine is, on this subject, far and far away the paramount need.

In a recent article on the Accountant-General's Office, we have attempted, and, in other articles on the offices of the courts, it is our intention to continue to attempt, to point out this most overlooked and yet most important truth. To proceed from particulars to generals is the only efficient method in the science (for science it is) of judicial procedure, just as much as it is in every other science; and, as we stated in the article alluded to, the Legislature, in framing a Department of Justice, if it does but know its business, will have a first eye to construct an establishment most of all to be occupied with laboriously collecting these particulars, and from them deducing the general truths required. Cost and time are the two great points to be investigated; expense and delay (the unhealthy distortions of cost and time) the two great diseases to be eradicated. The Department of Justice must do for the science of procedure what Greenwich Observatory, and other such, do as to astronomy—record and classify, not only facts, but *all the* facts, bearing on the science to be dealt with,—we may almost say, to be created; for, as an inductive science, it does not yet exist.

But how are these facts to be placed within the knowledge and control of our new Department of State? How can it learn whether any one practice or method of doing any particular thing is more dilatory or expensive than another?—that such an office is slower than its corresponding one in another court, or such a judge procrastinating, inattentive, or otherwise an inflicter of needless delay or expense? Where exist the materials for elucidating these all-essential facts? and what is the class of men to tabulate them and detect the required results? To the solicitor—the keeper of the client's purse—there is little difficulty in answering these questions; and it is, therefore, peculiarly the province of this Journal to speak its views upon them. The materials for determining almost every problem of the science of judicial procedure, and for detecting almost every defect or negligence throughout the great legal machinery of the country, are to be found ready gathered together in the bills of costs of the solicitors, and to be found there only. How far time and cost are necessary or needless can easily be ascertained by our body from these materials. If the legislative delusion, that seven years' standing is a heaven-sent qualification to every barrister for any work under the sun, could but be dispelled, and if the Department of Justice could, without destroying the British constitution, be permitted to comprise an able and upright staff of men, well acquainted with the practical details of a solicitor's business, and competent to investigate the nature of every existing draft on the client's purse; and if these materials were but placed from time to time in their hands for reduction and tabulation, every secret of the great prison-house would infallibly be detected and placed beyond dispute. Prison-house we may well say, for all the prisons of the land, and all such of their misery as is needless, are embraced in the science we are proposing to create. In this science we shall find the true medicament. Guesses and empiricism may possibly, some day or other, after many a failure, also discover the cure; but the proposed system of investigation assuredly can and will, and that at once.

But why trouble ourselves with this subject? Because the interests of our branch of the profession and of the client are identical, except so far as our mutual relations are disturbed *ab extra* by the childish rules on which we are ordered to regulate our remuneration. The first conclusion of the investigation we propose would be the utter condemnation of these

rules. More legal revolutions than one are forthcoming. As to their issue, the body alone known to the client, and alone personally trusted by him, need have no fear. In order to protect through them all our own interests, we have but to make known, widely and distinctly, the real interest of the client.

Parliamentary Practice on Private Bills.

(*Continued from p.* 408.)

There are other kinds of notices besides those mentioned in the last paper which must in special cases be served on or before Dec. 15th—viz. notices of intention to make a burial-ground or cemetery, or to erect gas-works, or abstract water from any stream.

In the case of a Bill for making a burial-ground or cemetery, or the erection of gas-works (H. C. 25), notices must be served on all owners or reputed owners, and occupiers of every dwelling-house situate within 300 yards of the limits within which the proposed burial-ground, cemetery, or gas-works is intended to be erected or made.

As regards the abstraction of water, it is required by the Lords' Standing Orders (H. L. 181, sect. 2), that, on or before Dec. 15, previous to the application for any Bill whereby it is proposed to abstract water from any stream for the purpose of supplying any cut, canal, reservoir, aqueduct, navigation, or waterwork, notice shall be given to all owners or reputed owners, lessees or reputed lessees, and occupiers of all mills and factories or other works using the waters of such stream, for a distance of twenty miles below the point at which such water is intended to be abstracted, such distance to be measured along the course of such stream, unless such water shall, within a less distance than twenty miles, fall into or unite with any navigable stream, and then only to the owners, lessees, and occupiers between the point of abstraction and the point where such water unites with such navigable stream. The notice must state the name of such stream, if any, the point of abstraction, the parish in which such point is situate, and must state the time and place of deposit, the plans, sections, book of reference, and copy of *Gazette* notices.

N.B.—It may be convenient to state here, that, for the sake of brevity, the Standing Orders are not always quoted *verbatim*, and that the order to which the reference is given should be read with this paper.

Although there are other notices which do not require to be served until the end of the year preceding the application to Parliament, still it will be as well, whilst treating of notices generally, to include those also—as the mode of service in all cases is similar. Previous to the deposit of a petition for leave to bring in a Bill relating to crown, church, or corporation property, or property held in trust for public or charitable purposes (H. C. 24), or before the first reading of any such Bill brought from the Lords, notice in writing of such application to Parliament shall be served on all owners or reputed owners of such property, and lessees or reputed lessees holding leases granted for a life or lives, or for any term of twenty-one years or upwards. And (H. C. 26), previous to the deposit of any Bill whereby it is intended to relinquish any work authorised by any former Act, notices in writing must be served upon all owners or reputed owners, lessees or reputed lessees, and occupiers of land in which any part of the work thereby intended to be relinquished is situate. The mode of serving these notices is the same in all cases—viz. by personal service on each owner or reputed owner, lessee or reputed lessee, and occupier, or by leaving the same at his last-named place of abode, or, in his absence from the United Kingdom, on his agent, or by post. In practice it is done thus:—The address list is gone through by a clerk who knows the country, parish by parish. The notices for those who live far away from the district where service is proposed to be effected personally are put aside for service by post, and the notices for landowners who live near one another, which can readily be served by hand, are put into a separate bundle. The list of those for post is made in duplicate, and the names and addresses are set out in full on each envelope, and the number of the notice corresponding with the number *in the index* is put outside the envelope in which the notice is placed. The post letters, together with the duplicate lists of names and addresses (each letter being pre-paid to the full amount, and bearing a sixpenny stamp also as a *registered letter*) may be posted at any of the following offices—viz. London, Manchester, Liverpool, Birmingham, Leeds, Newcastle-upon-Tyne, Norwich, Lincoln, Shrewsbury, Bristol, Exeter, Edinburgh, Glasgow, Aberdeen, Inverness, Dublin, Belfast, Cork, or Athlone. The Postmaster-General, from time to time, regulates the hours for posting such letters. The post-office clerk stamps the lists of letters handed in, and examines the names and addresses on the list against the letters.

Notices which require to be served on or before Dec. 15th, must be *posted* not later than Dec. 12th; but if there be no reason to the contrary, it is better to be a day or two beforehand, as letters may be returned as undelivered, owing to imperfect addresses or otherwise, in time to remedy the mistake by sending a clerk to serve them personally.

The clerk serving notices personally should at the time indorse on the duplicate the mode in which service was effected, such as "served on servant," or "wife," as the case may be, for he will, in the case of an opposition on Standing Orders, have to prove service of every notice which is challenged by the opponents.

Notices served by hand are invalid unless served between 8 a.m. and 8 p.m. on a week-day. Postal notices may be delivered but cannot be posted on a Sunday or Christmas-day.

It will now be necessary to go back to the parliamentary notices which are required to be inserted in the *Gazette* and public papers.

The preparation of these notices usually proceed, *pari passu*, with the plans and sections, as they must in almost every case appear in the public papers for three successive weeks previous to the 1st of December.

The drawing of the notice is one of the important duties of the solicitor, as it is absolutely necessary that every requirement of the Bill should be weighed and determined on before doing so. There must be a separate notice for each Bill, whether of the first or second class, which must be headed by a short title descriptive of the undertaking (H. C. 14). It must state the objects of the intended undertaking, and the time at which copies of the Bill will be deposited at the Private Bill Office.

More objects than one may be included in the notice; for instance, notice may be given for a railway and two or more branches, and a Bill may be brought in for the railway only, and the branches may be dropped; or for making four different sewers, and two only may be included in the Bill; or for "gas and water," and one object only may be included in the Bill.

The following powers, if intended to be applied for, must be specifically stated—viz. for compulsory purchase of land or houses, or extending the time granted by a former Act for that purpose; for amalgamation with another company, or sale or lease of an undertaking, or leasing the undertaking of another company; for amendment or repeal of former Acts; for levying tolls, rates, or duties, or altering existing tolls, rates, or duties, or conferring exemption from payment of tolls, rates, or duties; for conferring, varying, or extinguishing any other rights or privileges.

In the case of second-class Bills (H. C. 15), the termini of the different works contemplated by the Bill; and in the case of first-class Bills, where plans and sections are required to be deposited, the termini of the land to be taken must be accurately stated, and the names of all parishes, townships, extra-parochial and other places, in which any work is contemplated, or any land proposed to be taken, is situate. The time and place of deposit of parliamentary documents made on or before Nov. 30 (which will be alluded to hereafter) must also be stated.

The limits of all burial-grounds, cemeteries, and gasworks must be specified and set forth (H. C. 16).

The intention to divert water into any intended cut, canal, reservoir, aqueduct, or navigation, whether directly or derivatively from any other similar source, and whether with the consent of the owner or otherwise, must be stated (H. C. 17).

The name of any invention must be prefixed to the notice in capital letters in all cases where power is sought to confirm or prolong terms of letters patent, and the notice must contain a description of the letters patent, and an account of the term of their duration (H. C. 18).

As a practical illustration of the course to be pursued in drawing a notice, a notice for incorporating a new company and making a railway will be a fair specimen, assuming that a junction with an existing railway is projected. The notice in this case would commence with the intention (1) to apply for an Act to incorporate a company; it would then set out (2) the main line of railway, accurately describing the termini—as, for instance, "A railway commencing by a junction with the main line of the South-Eastern Railway at a point 200 yards, or thereabouts, east of the Croydon station, in the parish of Croydon, in the county of Surrey, and terminating at a point 100 yards, or thereabouts, west of the market-house at Ton-

bridge, in the county of Kent, in the High-street there; (3) the parishes and townships and extra-parochial places through which the projected line is proposed to be made, would follow. Each branch would be described with similar accuracy as an independent work; the names of the parishes, townships, and other places, in or through which the work is intended to be made, maintained, varied, extended, or enlarged, would be set out at the end of the description of each separate work. (4). The power to take lands by compulsion would form the next paragraph; and (5) following this would come the notice of the powers relating to tolls, and (6) for stopping up or diverting roads, and extinguishing other rights and privileges; (7) a statement of the time and place of deposit of the parliamentary documents; (8) an enumeration of the Acts proposed to be amended (which in this instance would be those of the South-Eastern Company); and (9) the time and place of deposit of the proposed Bill.

The foregoing is a fair specimen of the general objects of a parliamentary notice, though frequently special powers are desired, in which case the best rule for preparation of the notice is, to set out in the plainest and most concise form what is intended to be applied for.

The principal difference between notices for railways and other works consists in the description of the works, and the powers necessary for extinguishing rights. In a Waterworks Bill, for instance, streams would probably be diverted or stopped up. In an Improvement Bill, streets might be wanted; and in each case the solicitor must consider the nature of the work, and the locality which should be included in the notices, and enumerate all such powers as those last alluded to, bearing in mind that he cannot make the notice too full in these respects. As regards the amendments of Acts of other companies or corporations, it is always wise, when by any possibility a Bill may affect them, to give notice of amendment. All the Acts of each such company must be set out by reign and chapter—for instance, "The Acts relating to the South-Eastern Railway Company—viz. Local and Personal Acts," 1 & 2 Vict. c. 27, &c. The list of Acts must commence with the Act of Incorporation of such company (unless these Acts have been repealed and consolidated, and then the list must commence with the Consolidation Act) and go down to the last Act obtained. The list of these Acts can be obtained from the index to the Local and Personal Acts; and as regards all large companies, it may generally be collected from a Gazette which contains a recent application to Parliament by them. It is confidently hoped that this system of specifying the Acts to be amended will be shortly discontinued. Common sense would dictate that a simple statement, that it was intended to "alter, amend, extend, or enlarge some of the powers and provisions of the Acts relating to the South-Eastern Railway Company," would be sufficient—the sole object being to warn the company named in the notice that their privileges may be affected.

One of the examiners of petitions, however, in the case of the Southampton, Bristol, and South Wales Railway Bill, 1857, held, that it was necessary to specify all the Acts, founding his decision on the universal practice which had prevailed theretofore.

Lastly, as regards the short title:—After the notice is drawn and settled, a very short epitome of the leading objects of the proposed Act is made out. Taking, as a specimen, the railway notice which has been mentioned above, a sufficient short title for the objects stated under the nine specified heads would be, "Croydon and Tonbridge Railway, Incorporation of Company; Power to make a railway from Croydon to Tonbridge; Amendment of the Acts of the South-Eastern Railway Company." The notices must be published in the months of October and November, one of them (H. C. 19), once in the London, Dublin, or Edinburgh *Gazette*, as the case may be. If the bill relates to England and Ireland, it would appear in both Gazettes; if it relates to England, one publication in the *London Gazette* is sufficient.

Newspaper notices must appear once in each of three successive weeks during the months of October or November, in one and the same newspaper published in each county in which any city, county of a city, town or county of a town, or any lands are situate to which the Bill relates, or in which any works are proposed to be made, or in which further powers are sought in respect of works already authorised by any former Acts. If the Bill relates specially to any particular city, county of a city, town or county of a town, the notice must be published in some paper published therein.

When the Bill does not relate to any particular city, county of a city, town, or county of a town, one publication in the *Gazette* only is required; but if the Bill relate to lands situate in more than one county, a further publication of the notice must be made, once in each of three successive weeks, in the case of English Bills, in a London daily paper; in the case of Scotch and Irish Bills, in a paper published in Edinburgh or Dublin twice a-week, and in a newspaper published in the county in which the principal office of the company, or companies, or other parties who are the promoters of the Bill, is situate. To exemplify this, we will revert to the notices which would be required for the Croydon and Tonbridge Railway. The publication of the notice for that Bill would be as follows:—Once in the *London Gazette*, three times in a paper published in Kent and Surrey respectively, and in a London daily paper. If the principal office of the promoters were situate in any other county than Kent, Middlesex, or Surrey (in which three counties notices would appear), the notice would also appear three times in a paper of the county where the principal office was situate.

When power is taken to amend the Acts of any company or corporate body, it is usual, for caution's sake, to advertise in a newspaper published in the county in which the principal offices of such company or corporate body is situate, although no specific powers are sought by the Bill which directly affect them.

(To be continued.)

Professional Intelligence.

Calls to the Bar.

LINCOLN'S-INN, April 30.—The undermentioned gentlemen were this day called to the degree of Barrister-at-Law by the Hon. Society of Lincoln's-inn—viz. Edward Wood Stock, Esq. (S.C.L., Cambridge); Charles Seale Hayne, Esq., Wiltshire; Stanton Austin, Esq. (B.A., Oxford); George Edward Martin, Esq. (M.A., Oxford); George William Mounsey, Esq. (M.A., Cambridge); William Samuel Fyler, Esq.; Augustus Granville Stapleton, jun., Esq.; Newton Reginald Smart, Esq. (B.A., Oxford); Charles William Bardswell, Esq. (B.A., Oxford); Charles Foyle Randolph, Esq. (B.A., Cambridge); Francis Meade Eastment, Esq.; James Albert Leaf, Esq. (B.A., Cambridge); Edward Winslow, jun., Esq.; and William Wollastan Karslake, Esq.

MIDDLE TEMPLE, April 30.—The undermentioned gentlemen were this day called to the degree of the Outer Bar by the Hon. Society of the Middle Temple:—Theodore Jervis, Esq., (St. John's College, Oxford); Francis Guthrie, Esq., (B.A., London University); and Edward William James Tinney, Esq., of Newcourt, Temple.

INNER TEMPLE, April 30.—The undermentioned gentlemen were this day called to the bar by the Hon. Society of the Inner Temple:—Messrs. Charles Thomas Smith, M.A.; Francis Stafford Pipe Wolferstan, B.A.; Gilmore Evans, B.A.; Albert De Rutzen, B.A.; Thomas Grey Fullerton, M.A.; Jules Augustin Virgile Naz; Thomas Henry Griffith; William Morris Beaufort.

Admission of Solicitors.

The Master of the Rolls has appointed Friday the 8th of May, 1857, at the Rolls Court, Chancery-lane, at 4 in the afternoon, for swearing solicitors.

Every person desirous of being sworn on the above day must leave his Common Law Admission or his Certificate of Practice for the current year at the Secretary's Office, Rolls-yard, Chancery-lane, on or before Thursday, the 7th of May, 1857.

Admission of Attorneys.

Easter Term, 1857.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Thursday, May 7th. | Friday, May 8th.

Admission of Attorneys.

Queen's Bench.

For the last day of Easter Term, 1857, pursuant to judge's order.

Clerk's Name and Residence.	To whom Articled, &c.
Greaves, Albert, of 19, Clifton-street north, Finsbury, and 48, Clifton-street, Wandsworth-road, Surrey.	W. Shepherd, of Barnsley.

Result of the Easter Term Examination.

Of 118 candidates who were entitled to be examined, 111 attended; 88 were passed and 23 postponed.

The several candidates who are deserving of honorary distinction will be reported to the Council next week.

Court Papers.

Queen's Bench.

NEW CASES.—EASTER TERM, 1857.

NEW TRIAL PAPER.

Middlesex. Woodcock *v.* Toulmin & Another.

SPECIAL PAPER.

Demurrer. Sharp & Another *v.* Waterhouse & Another.

CROWN PAPER.

Kent. Thomas Mansell, Plaintiff in error, *v.* The Queen, Defendant in error.
" Same *v.* Same.
Hereford. The Queen on the Prosecution of Corporation of Hereford, resp., *v.* P. Tulley & Others, appellants.
W. R. Yorkshire. The Queen *v.* The Inhabitants of Huddersfield.
Birmingham. The Queen *v.* J. Allday & Others.
Newcastle-on-Tyne. The Queen *v.* W. O. Dickinson.
Staffordshire. The Queen on the Prosecution of James Loxdale & Another, resp, *v.* H. J. Lancashire, appellant.

Common Pleas.

DEMURRER PAPER.

Case. Graham & Another *v.* Hutchinson & Another.
Co. Ct. Ap. Sweet *v.* Seager.

Monday, 4th May.

" Chesterton, appellant, *v.* Bramley, respondent.
" Surr *v.* Lee.

NEW TRIAL PAPER.

Middlesex. King *v.* The Accumulative Life Fund & General Assurance Co.
" Gauntlett *v.* King & Another.
London, Laws & Another *v.* Rand.

This Court will proceed with the Demurrer Paper, &c., on Monday, the 4th day of May next.

Exchequer of Pleas.

SPECIAL PAPER.

Dem. Dobson *v.* Espie.
Sp. case. Beattie *v.* Carmichael.

Births, Marriages, and Deaths.

BIRTH.

SABEN—On April 26, at Foley-house, Longton, Staffordshire, the wife of Henry Saben, Esq., of a son.

MARRIAGES.

COPLAND—KING—On April 23, at Sudbury, John Albert Copland, solicitor, Chelmsford, to Mary, only child of Mr. Isaac King, of Wickham St. Paul's, Essex.

HODGKINSON—BUTCHER—On April 23, at Trinity Church, Skirbeck, Boston, Lincolnshire, by the rector (the Rev. Robert E. Roy) Edward Hodgkinson, Esq., solicitor, Little Tower-street, and Carlton-hill, St. John's-wood, London, to Sarah, eldest daughter of Lieut. Butcher, R.N., Spilsby-road, Boston.

JONES—CORRIE—On April 23, at Crayford, Kent, by the Rev. W. A. Longlands, B.A., William Samuel Jones, jun., Esq., barrister-at-law, only son of William Samuel Jones, Esq., Master of the Court of Queen's Bench, Crown Office, to Mary, second daughter of William Corrie, Esq., one of the magistrates of the police courts of the metropolis.

DEATHS.

MELLOR—On April 22, at 21 Endsleigh-street, in the 20th year of her age, Elizabeth Catherine, eldest daughter of John Mellor, Esq., Q.C.

PRICE—On April 23, at Twickenham, Marthanna, relict of J. D. Price, Esq., of Twickenham, and King's-rd., Bedford-row.

ROSE—On April 30, at Aylesbury, William Rose, Esq., of the Middle Temple, and of Richmond, Surrey, in his 45th year.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARNARD, ESTHER, High-st., Rochester, spinster, £50 New 3 per Cents.—Claimed by ESTHER BARNARD.

COOPER, EDWARD, Walthamstow, servant to D. Barclay, £29 : 5 : 6 Consols.—Claimed by JANE COOPER, widow, administratrix.

CURTIS, JOHN, Kingsclere, Hants, Yeoman, £400 Consols.—Claimed by JOHN CURTIS.

HALL, JAMES, of the Stowage, Deptford, surveyor, and JANE WILLIAMS HALL, a minor, £20 New 3 per Cents.—Claimed by JAMES HALL and JANE WILLIAMS HALL, now of age.

JEFFREYS, JAMES, Chadwell-st., Myddleton-sq., Gent., and ELIZABETH JEFFREYS, his wife, £100 New 3 per cents.—Claimed by ELIZABETH JEFFREYS, widow, the survivor.

JEFFREYS, JULIUS, Osnaburgh-st., Regent's-park, Esq., £50 New 3 per Cents.—Claimed by JULIUS JEFFREYS.

LEE, EDWARD, Bryanstone-sq., Esq., & ROBERT BURNET DAVID MORIER, Berne, Switzerland, a minor, £20 : 2 : 6 New 3 per Cents.—Claimed by EDWARD LEE and ROBERT BURNET DAVID MORIER, now of age.

LOUSADA, GEORGE EMANUEL, Brunswick-sq., Esq., £50 Consols.—Claimed by GEORGE EMANUEL LOUSADA.

NOBLE, ROBERT, Leadenhall-st., Gent., £155 New 3 per Cents.—Claimed by ROBERT NOBLE, the sole executor.

NORCLIFFE, CHARLOTTE NORCLIFFE. York, spinster, £2,000 New 3 per Cents.—Claimed by HENRY JOHN WARE, surviving executor of ISABELLA NORCLIFFE NORCLIFFE, spinster, who was the sole executrix.

NORTON, MARIA, Manor-pl. North, Chelsea, widow, £26 : 13 : 4 Reduced.—Claimed by MARIA NORTON.

SIMS, MARY ANN, Albion-pl., Canonbury-sq., widow, £50 Reduced.—Claimed by MARY ANN WALKER, widow, sole executrix.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

HATTON, SAMUEL BELBY, late of Vauxhall, Land Surveyor, son of SAMUEL HATTON, formerly of Holborn, Silversmith, and FRANCES, his wife, *née* DORLING, of Bury St. Edmunds.—Heirs and next of kin to apply to Shaen & Grant, Kennington-cross, S., Solicitors to the widow and administratrix of the deceased.

HERRING, MARK, formerly of Richmond, Surrey, Tailor; and CHARLOTTE CAUDWELL, formerly of Brentford, Middlesex, who was afterwards married to MARK HERRING.—Their heirs or next of kin to apply to Mr. E. Clarke, Solicitor, 29 Bedford-row, Holborn, W.C.

SMYTH, GEORGE EDWARD, formerly of Brunswick-pl., City-rd., and now residing at Hampton, Middlesex (a person of unsound mind).—Heirs at law or next of kin are, on or before June 1, to come in and prove their heirship or kindred at Masters' in Lunacy Office, 45 Lincoln's-inn-fields. GEORGE EDWARD SMYTH is the only son of EDWARD SMYTH (who died in Jan. 1853), formerly of Holloway-ter., Holloway, by ANN his wife, formerly ANN WRIGHT, spinster.

TUCKER, INGRAM (who died in July, 1851), Caple-le-Ferne, Kent, Yeoman.—Heirs at law or next of kin living at the time of his death, or the legal personal representatives of such next of kin who have since died, to come in and prove their claims, and make out their heirship and kindred, on or before June 11, at V. C. Kindersley's Chambers.

Money Market.

CITY, FRIDAY EVENING.

This being the day for the half-yearly balance at the Bank of England, the Stock Exchange is closed. The meeting of the Bank Directors yesterday broke up without making any alteration in the rate of interest. Money has been in active demand at full rates all the week, and the pressure is likely to increase till the heavy payments due on the 4th May are provided for. Notwithstanding the high rate of interest and the short supply of money, trade remains in a healthy state, and the amount of exports continues to increase. The English Funds are still depressed, and have sustained a decline of ½ per cent. Quotations of French 3 per cents. showed a larger decline, but it has been partly recovered. From the Bank of England return for the week ending the 25th April, 1857, which we give below, it appears that the amount of notes in circulation is £19,788,655, being an increase of £53,910, and the stock of bullion in both departments is £9,555,235, showing a decrease of £50,514 when compared with the previous return.

The arrivals of foreign grain during the last two weeks have been small of wheat, but more plentiful of barley and oats. Flour has been abundant. Larger supplies of wheat are expected to arrive shortly. Prices have been fully maintained in Mark-lane, and generally in the country markets. The result of reported sales is rather in favour of the seller, but without any clear advance.

A question of great interest to commercial men is now about to receive its solution in the settlement of a form of government for the Danubian Principalities. The commissioners charged with this duty having arrived at Jassy, are reported to have encountered considerable difficulties in fulfilling their mission. There appears to be a strong movement on the part of a section of the inhabitants to obtain the union of Moldavia and Wallachia, which meets with decided opposition from the existing authorities. The unionists appear to reckon upon the support of France, and it is believed that the British Ambassador concurs with Turkey in opposing the union. It is to be hoped that, on the one hand, arbitrary measures, and, on the other, faction and party spirit, will be restrained, and that a form of Government may be established giving scope to trade, and developing the industry of these fertile provinces.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 25TH DAY OF APRIL, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,308,485	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	8,833,485
		Silver Bullion	...
	£23,308,485		£23,308,485

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,333,126
Rest	3,263,516	Other Securities	17,729,004
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,311,645	Notes	3,519,830
		Gold and Silver Coin	721,750
Other Deposits	9,450,494		
Seven day & other Bills	725,055		
	£33,303,710		£33,303,710

Dated the 30th day of April, 1857. M. MARSHALL, Chief Cashier.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	213 14½	213 15	213	213½ 14	
3 per Cent. Red. Ann.	91⅝ ⅜	91½ ⅝	91⅝ ⅝ ½	91⅝ ½ ½	91½ ½ ⅝	
3 per Cent. Cons. Ann.	93½ 2½	92⅝ ½ ⅝	92⅝ ½	92⅝ ½ ⅝	92½ ⅝ ⅜	
New 3 per Cent. Ann.	91⅛ ⅜	91⅛ ⅜ ⅛	91⅛ ⅝ ⅜	91½ ⅜ ⅜	91⅛ ⅜	
New 2½ per Cent. Ann.	...	76⅛	...	...	...	
5 per Cent. Annuities	...	...	...	...	...	
Long Ann. (exp. Jan. 5, 1860)	...	...	...	2 7-16	...	
Do. 30 years (exp. Oct. 10, 1859)	...	...	2½ 3-16	2 3-16	2 3-16	
Do. 30 years (exp. Jan. 5, 1860)	...	...	2⅛	...	...	
Do. do. 1800	...	...	...	...	...	
Do. 30 years (exp. Apr. 5, 1885)	...	17 15-16	...	...	...	
India Stock	...	220 22	...	...	...	
India Bonds (£1,000)	...	...	5s. dis.	9s. dis.	...	
Do. (under £1,000)	...	...	4s. dis.	4s. dis.	9s. dis.	
Exch. Bills (£1,000) Mar.	2s. pm.	...	...	2s. dis.	2s. dis.	
June	2s. pm.	par	5s. dis.	3s. dis.	3s. dis.	
Exch. Bills (£500) Mar.	3s. pm.	...	par	2s. dis.	...	
June	...	par	...	5s. dis.	1s. dis.	
Exch. Bills (Small) Mar.	...	...	...	...	2s. pm	
June	par	par	par	1s. dis.	par	
Exch. Bonds, 1858, 3½ per Cent.	98⅛	98⅛ ¼	98⅛	...	...	
Exch. Bonds, 1859, 3½ per Cent.	98⅛	...	...	98⅛ ⅛ ¼	...	

Insurance Companies.

April 28.

Equity and Law	5⅛
English and Scottish Law	4⅛
Law Fire	3⅛
Law Life	62 x d
Legal and General Life	5

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	89	89 8	89	...	
Caledonian	...	68½ ⅜ ½	68⅜	69½ 9	69½	
Chester and Holyhead	...	35⅛	...	34⅛	...	
East Anglian	...	19	...	19 18⅛	18⅛	
Eastern Union A stock	...	...	...	...	...	
East Lancashire	...	98	97⅛	...	96⅛	
Edinburgh and Glasgow	...	...	...	...	...	
Edin., Perth. & Dundee	34	34½	33⅝ 4½	34	34 3½ 3	
Glasgow & South Western	...	...	...	...	...	
Great Northern	96	96	96 8½	96½ ½	...	
Gt. South & West. (Ire.)	...	...	...	101⅛	100⅝ ⅛	
Great Western	66⅛	66⅛ ⅜ 6	65⅝ 6	66⅛	66⅛	
Lancashire & Yorkshire	101⅛ ½	100⅛ ½	100	100⅝ ⅛	100⅝ 1	
Lon., Brighton, & S. Coast	108⅝	108⅛ 9	...	...	110⅛	
London & North Western	104⅝ ⅝	104½ 4	104⅝	104⅝ 5	104⅝ 5	
London and S. Western	101½ 1	101⅛	100⅛ ⅜	100⅛	100⅛ 1	
Man., Shef., and Lincoln	39½ 9	38⅛ ⅜	38⅛	39	...	
Midland	82⅛ 1⅝	81⅝ ⅛ ⅜	81⅛ ⅛ 1	81⅝ 2⅛	82⅛ ½	
Norfolk	60½ 1	60⅛	...	...	...	
North British	43⅛	...	43½	43	43⅛ 2⅜	
North Eastern (Berwick)	87	86½ ⅛	85⅝ ⅛	85⅝ 6	86 5⅛	
North London	...	...	...	...	...	
Oxford, Worc. & Wolv.	...	29½	29⅛ 9	...	...	
Scottish Central	...	107	...	...	106	
Scot. N.E. Aberdeen Stock	...	26	26	...	26	
Shropshire Union	...	...	...	...	...	
South-Eastern	...	73⅝	73⅝ ⅛	...	74⅛	
South-Wales	87⅛	86⅛	86⅝	...	...	

London Gazettes.

Bankrupts.

Tuesday, *April* 28, 1857.

ADDEY, Henry Markinfield, Bookseller and Publisher, 17 Henrietta-st., Covent-garden, and 29 Gloucester-ter., Hyde-pk. May 12, at 2.30, and June 12, at 11.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Cooper & Hodgson, 3 Verulam-bldgs., Gray's-inn. *Pet.* April 22.

BRUCE, Joseph, Grocer, Yarmouth, Isle of Wight. May 9, at 11, and June 11, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Harrison & Lewis, 14 New Boswell-ct., Lincoln's-inn; or Eldridge, Newport, Isle of Wight. *Pet.* April 23.

GARRARD, William Paskell, Wine and Spirit Merchant, 16 Little Tower-st. May 13, at 12.30, and June 15, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Young & Plews, 29 Mark-la. *Pet.* April 20.

HARRISON, Thomas, Coal and Timber Merchant, Harrietsham and Maidstone, Kent. May 11 and June 10, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Bennett, 35 Ludgate-hill. *Pet.* April 9.

HEWITT, Alexander, Chemist, Derby. May 12 and June 9, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Robotham, Derby; or James, Birmingham. *Pet.* April 27.

HINTON, Alfred, Druggist, Birmingham. May 11 and June 8, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Griffiths & Bloxham, Birmingham. *Pet.* April 15.

M'LEAN, Robert, & James M'Lean, Builders, Hulme, Manchester. May 15 and June 12, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Rowley, Manchester. *Pet. for arrangement*, Mar. 16.

PARKER, George, Grocer, Leeds. May 11, at 11.30, and June 8, at 11 Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Richardson & Sadler, Old Jewry-chambers, London; or Bond & Barwick, Leeds. *Pet.* April 13.

SMALL, Elizabeth Silby, Plumber, Fonthill-pl., Clapham-rd. May 7, at 1, and June 9, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Fraser & May, 78 Dean-st., Soho. *Pet.* April 27.

TASKER, William, & John Audus, Potato Merchants, Selby, Yorkshire, and Hampstead-rd., Middlesex. May 8 and June 5, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Hodgson, Selby; or Bond & Barwick, Leeds. *Pet.* April 17.

WALTERS, Henry, & Benjamin Walters, Druggists, Alfreton, Derbyshire. May 16 and June 13, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Unwin, Sheffield. *Pet.* April 21.

Friday, *May* 1, 1857.

ALLURED, James, Tailor, Norwich. May 12, at 1, and June 12, at 11; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury; or Miller, Son, & Bugg, Norwich. *Pet.* April 17.

BROWN, John Hunter, Rope Manufacturer, Sunderland. May 20 and June 19, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Philipson, Newcastle-upon-Tyne; or Ranson & Son, Sunderland. *Pet.* April 27.

BROWN, Robert James, Timber Merchant, Sunderland. May 19 and June 18, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* A. J. Moore & W. Moore, Sunderland; or Harle, Bush, & Co., 20 Southampton-bldgs., Chancery-la. *Pet.* April 24.

ELLIS, George, Miller, South Brent, Devon. May 7 and June 1, at 1; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Gidley, jun., Plymouth; or Stogdon, Exeter. *Pet.* April 28.

KILLICK, John, Silversmith, 9 Knightsbridge-ter., Knightsbridge; and Licensed Victualler, George Hotel, Maize-hill, Greenwich. May 15, at 12.30, and June 12, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Jerwood, 17 Ely-pl., Holborn. *Pet.* April 30.

LANKESTER, Robert Hugh, Enamelled Bag Manufacturer, 31 Bread-st., Cheapside. May 14, at 2, and June 16, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Reed, 1 Guildhall-chambers, Basinghall-st. *Pet.* April 30.

M'GILL, William (in copartnership with John M'Gill), Shipbuilder, Charlotte Town, Prince Edward's Island, North America; afterwards of the same place on his own account, and at Manchester and elsewhere. May 14 and June 11, at 1; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Manchester. *Pet.* April 21.

MOORE, George, Innkeeper, Shardlow, Derbyshire. May 12 and June 9, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Huish, Castle Donington, Leicestershire. *Pet.* April 28.

NAIRN, Philip, Miller, Warren Mills, Belford, Northumberland. May 15, at 11.30, and June 30, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Hoyle, Newcastle-upon-Tyne; or Crosby, 3 Church-court, Old Jewry. *Pet.* April 23.

PACEY, George, Merchant, Stafford-st., Liverpool, and Reservoir-rd., Birmingham. May 19 and June 8, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Duke, Liverpool. *Pet.* April 28.

REED, John Burgoyne, Ship Broker, Cardiff. May 12 and June 9, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Overbury & Peck, 4 Frederick's-pl., Old Jewry; Bevan & Girling, Bristol. *Pet.* April 25.

SMALLPIECE, Henry William Bund, & Henry William Smallpiece, Curriers and Saddlers, Guildford, Surrey, and Aldershot, Hants. May 11, at 11, and June 22, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry; or Lovett, Guildford. *Pet.* April 28.

STONER, Joseph, Grocer, Ormskirk and Southport, Lancashire. May 8, and June 4, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Pemberton, 12 Cable-st., Liverpool. *Pet.* April 25.

WATKINS, John, Shoemaker, Crickhowell, Brecon. May 12, and June 9, at 11; Bristol. *Com.* Hill. *Off Ass.* Miller. *Sols.* Lewis, Crickhowell; or Bigg, Bristol. *Pet.* April 27.

WILLIS, Frederick Thomas, Oil and Colourman, 171 White Cross-st. May 15, at 11.30, and June 12, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* A. & W. Bristow, Greenwich. *Pet.* April 28.

Bankruptcies Annulled.

Tuesday, *April* 28, 1857.

OWEN, Thomas, Joiner and Builder, and Beer-house-keeper, Liverpool. April 23.

Friday, *May* 1, 1857.

HEALEY, Charles, Wholesale Clothier, Manchester. April 27.

MITCHELL, Nathan, Merchant, Leeds. April 25.

Meetings.

Tuesday, *April* 28, 1857.

ALEXANDER, Lesley, & William Bardgett, Merchants, 53 Old Broad-st. May 20, at 12; Basinghall-st. *Com.* Goulburn. *Dis.* sep. est. W. Bardgett.

BAILEY, William, jun., Carver and Gilder, 68 Butteland-st., Hoxton. May 20, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

CARR, William Ridley, & Henry Frederick Scott, Iron Manufacturers, Wallsend, Northumberland. May 12, at 11; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Mar. 18) *Last Ex.*

COLLIS, Benjamin, Draper, Bishops Stortford, Herts. May 19, at 11; Basinghall-st. *Com.* Evans. *Div.*

CROFTS, Edward, Hearth-rug Manufacturer, 3 West-pl., John's-row, St. Luke's. May 19, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

EVERY, Frederic, Scrivener, Bampfylde-st., Exeter, and Alphington-rd., St. Thomas the Apostle, Devon. May 15, at 1; Exeter. *Com.* Bere. *Aud. Accts. & Prf. Debts.* And on May 21, at 1, *Div.*

GAIGER, Charles, Draper, Hyde-st., Winchester. May 19, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

GIBSON, Alfred, Ship and Insurance Broker, 9 Gt. St. Helens. May 19, at 11.30; Basinghall-st. *Com.* Fonblanque. *Div.*

GRAY, Owen, Builder, 25 Gt. Tower-st. May 19, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

JACQUES, Jacob Abraham, & Louis Selig. May 22, at 11; Liverpool. *Com.* Stevenson. *Div.* joint est. And on May 21, at 11, *Div.* sep. est. of J. A. Jacques.

KNOWLES, Thomas, Chemist, 61 Seymour-st., Euston-sq. May 20, at 1; Basinghall-st. *Com.* Fonblanque. *Dis.*

LAIDLER, THOMAS, Coke Burner, Jarrow, Durham. May 12, at 11; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Mar. 18) *Last Ex.*

MARKHAM, CORNELIUS AUBREY, Currier and Grocer, Godmanchester, Huntingdonshire. May 20, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

MICHELL, JAMES, Copper and Lead Smelter, Crew's Hole, St. George, and Westbury-upon-Trym, Gloucestershire. May 21, at 11; Bristol. *Com.* Hill. *Final Div.*

PEARSON, LEVI, Wholesale Grocer, Rochdale, Lancashire. May 20, at 12; Manchester. *Com.* Jemmett. *Div.*

PUCKRIN, GEORGE, Grocer, Tunstall, Staffordshire. May 20, at 10.30; Birmingham. *Com.* Balguy. *Final Div.*

RADNOR, ROBERT, Maltster, Presteign, Radnorshire. May 21, at 11; Bristol. *Com.* Hill. *Div.*

REDMAN, ROBERT, & EDWARD REDMAN, Wharfingers, 36 Mark-la. May 20, at 11; Basinghall-st. *Com.* Goulburn. *Final Div.* of their sep. ests.

REES, ANN, Grocer, Llanelly, Carmarthenshire. May 21, at 11; Bristol. *Com.* Hill. *Div.*

REEVES, JOHN FRY, JOHN FREDERIC REEVES, ORLANDO REEVES, & ARCHIBALD REEVES, Scriveners, Taunton, Somersetshire. May 15, at 1; Exeter. *Com.* Bere. *Aud. Acets & Prf. Debts*sep. est. J. F. Reeves. And on May 20, at 1, *Div.* sep. ests. of J. F. Reeves and O. Reeves.

WHITAKER, JOHN, Cotton Manufacturer, Bridge-end, Newchurch, Rossendale, Lancashire. May 20, at 12; Manchester. *Com.* Jemmett. *Div.*

FRIDAY, *May* 1, 1857.

CASTELLI, FRANK, Merchant, 10 Bury-ct., St. Mary-axe. May 12, at 12; Basinghall-st. *Com.* Holroyd. *Prf. Debts.*

COOPER, JOHN MARTIN, Ship Owner, Sunderland. May 14, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 22) *Last Ex.*

CORNELL, THOMAS, Carver and Gilder, King-st., Regent-st.; and Farmer, Roydon, Essex. May 23, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

FENTON, EDWARD, Rag Merchant, Batley Carr, Yorkshire. May 23, at 11; Leeds. *Com.* West. *Div.*

FOSTER, GEORGE, Worsted Spinner, Horbury, Yorkshire. May 22, at 11; Leeds. *Com.* Ayrton. *Div.*

FURNELL, HENRY KNIGHT, & ALBERT KAHL, Insurance Brokers, Fenchurch-st. May 22, at 2; Basinghall-st. *Com.* Fane. *Div.* jnt. est.

GIFFORD, SAMUEL, Sail Cloth and Canvas Merchant, 72 Mark-la. May 13, at 12.30; Basinghall-st. *Com.* Fonblanque. *Choice of new As., and Prf. Debts.*

GISCARD, URIAH, Cabinetmaker, 74 High-st., King's Lynn, Norfolk. May 22, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

GREENWOOD, JOSEPH, Woolstapler, Spring-head, Keighley, Yorkshire. May 22, at 11; Leeds. *Com.* West. *Div.*

HARDACRE, THOMAS, Mercer, Settle, W. R. Yorkshire. May 22, at 11; Leeds. *Com.* West. *Div.*

JAMES, THOMAS EDWARD, Wine and Spirit Merchant, Cowbridge, Glamorganshire. May 28, at 11; Bristol. *Com.* Hill. *Div.*

JOHNSON, THOMAS, Merchant, 12 Broad-st.-bldgs. May 23, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

JONES, WILLIAM BURROW, Pastrycook, 5 St. Augustine's-parade, Bristol. May 28, at 11; Bristol. *Com.* Hill. *Div.*

KING, ROBERT, Woollen and Linen Draper, Knaresborough, Yorkshire. May 22, at 11; Leeds. *Com.* West. *Div.*

NEWENS, ROBERT, Baker, King-st., Richmond, Surrey. May 23, at 11; Basinghall-st. *Com.* Fane. *Div.*

OCHSE, JAMES, Dealer in French China and Jewellery, 44 Basinghall-st. May 23, at 12; Basinghall-st. *Com.* Fane. *Div.*

OSBORN, WILLIAM HESKIN, & HENRY WEBSTER BLACKBURN, Stock and Share Brokers, Bradford, Yorkshire. May 26, at 11; Leeds. *Com.* Ayrton. *Div.* sep. est. of W. H. Osborn.

ROBINSON, WILLIAM, Cloth Merchant, Spring Meadow, Saddleworth, Yorkshire. May 25, at 11; Leeds. *Com.* Ayrton. *Prf. Debts.* And creditors who have proved their debts to meet on the same day, at 12, to decide upon accepting or refusing offer of composition.

SCOTT, JAMES, Rag Merchant, Batley Carr, Yorkshire. May 26, at 11; Leeds. *Com.* Ayrton. *Div.*

STANBURY, JOSHUA DOWNING, Draper, Richmond, Surrey, May 23, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

STOTT, HENRY, Grocer, Halifax, Yorkshire. May 22, at 11; Leeds. *Com.* West. *Div.*

TAYLOR, JAMES, RICHARD ECCLES, & JOHN NUTTALL, Cotton Spinners, Bottoms Hall Mill, Tottington Lower End, Lancashire. May 15, at 12; Manchester. *Com.* Skirrow. *Last Ex.* of R. Eccles.

THOMAS, DAVID, of the Globe Inn, Briery-hill, Bedwellty, Monmouthshire. May 28, at 11; Bristol. *Com.* Hill. *Div.*

WATERS, JOHN, ARTHUR JONES, & DAVID JONES, Bankers, Carmarthen. Creditors who have proved their debts to meet on May 23, at 1, at office of Abbott & Lucas, Solicitors, Albion-chambers, Bristol, to assent to, or dissent from, assignees compromising or adjusting certain questions which have been referred to arbitration, and now pending, between the assignees and Sir James Esdaile & Co.

WILSON, HENRY, Grocer, Old Swindon, Wilts. May 28, at 11; Bristol. *Com.* Hill. *Final div.*

DIVIDENDS.

TUESDAY, *April* 28, 1857.

BARNES, ROBERT YALLOWLEY, Floor-cloth Manufacturer, 11 City-rd. First, 5*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

CAMPBELL, ARCHIBALD, & ANGUS M'DONALD, Army Agents, Regent-st. Sixth (sep. est. of A. Campbell), 2*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

DAVIES, JAMES, Currier, Newport, Monmouthshire. *Div.* 5*s.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 & 1.

GUTTERIDGE, JAMES, Horse-dealer, Elizabeth-st., Eaton-sq. First, 8*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

HAYNE, BENJAMIN, & CHARLES HAYNE, Carpenters, Upper Whitecross-st., and 115 Aldersgate-st. First, 1*s.* 3½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

HENTON, GEORGE, 2 Chapel-pl., Audley-st., Grosvenor-sq. (late of the Rising Sun, 12 Charles-st., Grosvenor-sq., Licensed Victualler). First, 2*s.* 11½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

KNIGHT, JOHN PETER, Hop and Seed Merchant and Brewer, Hibernia-chambers, Southwark, and Kent Brewery, York-st., Pentonville. First, 2*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

MAUDE, JAMES WORTHINGTON (Covington & Co.), Nicholas-la., Lombard-st.: Commercial-rd., Limehouse; and Wharf-rd., City-rd. First div. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

PUDDICOMBE, WILLIAM, Ironmonger, 44 Bridge-st., Southwark. First, 1*s.* 9*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

SHOVE, DAVID, Tallow Chandler, Croydon. First, 2*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

STANBURY, JOSHUA DOWNING, Draper, Richmond. First, 20*s.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

FRIDAY, *May* 1, 1857.

DEARLOVE, HENRY GEORGE, Timber-merchant, Palace-row, New-rd. First, 3*s.* 4*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

DERHAM, ROBERT, Leeds, WALTER ALAN HINDE, & JAMES DERHAM, Dolphinholme, Worsted Spinners. Fourth, 1 1/16*d.* *Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 1.

DONNELLY, PATRICK SKIFFINGTON, Builder, Twickenham. First, 8*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

HARBEN, HENRY, Wholesale Cheesemonger, Goulstone-st., High-st., Whitechapel, and Carlton-hill villas, Camden-rd., Holloway. Fourth, 1*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

HARDY, RICHARD, Commission Agent, Kingston-upon-Hull. Second, 1½*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 & 2.

OLDHAM, JOHN, Currier, 36 Long-acre. First, 4*s.* 8*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

SYERS, MORRIS ROBERTS, JAMES WALKER, & DANIEL BACKHOUSE SYERS, Merchants, Ball-alley, Lombard-st., and Liverpool. First, 1*s.* 2*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 & 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *April* 28, 1857.

BISHOP, JOHN, Cabinetmaker, Shrewsbury. May 21, at 10.30; Birmingham.

BOLLIN, ROBERT HENRY, Carriage Builder, King's Lynn, Norfolk. May 20, at 11.30; Basinghall-st.

CHANDLER, BENJAMIN, Attorney, Sherborne, Dorset. May 21, at 1; Exeter.

COLLENS, ROBERT, Licensed Victualler and Hop Merchant, 100 High Holborn, and Talbot Inn-yd., Borough High-st. May 19, at 2; Basinghall-st.

CURTIS, WILLIAM TURING, Merchant, 17 Gt. St. Helens. May 20, at 1; Basinghall-st.

EDWARDS, THOMAS, China and Glass Dealer, 26 Eversholt-st., Oakley-sq., St. Pancras. May 20, at 2; Basinghall-st.

GLOVER, JAMES, Publican, of the Swan, Thames Ditton, Surrey, and Blue Posts Tavern, Haymarket. May 20, at 1.30; Basinghall-st.

GOODING, WILLIAM SMITH, Tailor, Manchester. May 20, at 12; Manchester.

GRIMSDALE, WILLIAM HENRY, & THOMAS HART GRIMSDALE, Common Brewers, Uxbridge. May 19, at 2; Basinghall-st.

HARRIS, RICE, & RICE WILLIAMS HARRIS, Glass and Alkali Manufacturers, Birmingham. May 21, at 10.30; Birmingham.

M'LARTY, DONALD, JOHN M'KEAN, & ROBERT LAMONT, Merchants, Liverpool. May 20, at 11; Liverpool.

WALKER, JAMES, Bridle Cutter and Innkeeper, Walsall, Staffordshire. May 21, at 10.30; Birmingham.

FRIDAY, *May* 1, 1857.

COOPER, JOHN BUNTON & HENRY BUNTON COOPER, Pawnbrokers, 5 Bentley-pl., Kingsland-rd., Middlesex. May 23, at 11; Basinghall-st.

HUDSON, THOMAS, Ship-broker, Liverpool. May 25, at 12; Liverpool.

OCHSE, JAMES, Dealer in French China, 44 Basinghall-st. May 23, at 12; Basinghall-st.

SMART, GEORGE ELIJAH, Victualler, Telegraph Tavern, Lyncombe and Widcombe, Bath. June 2, at 11; Bristol.

STEWART, JOHN, Iron Founder, Preston, Lancashire. May 25, at 12; Manchester.

SULLY, WALTER, Printer, 299 Strand. May 23, at 12; Basinghall-st.

VANDERPANT, HENRY CRESSY, Dentist, 16 Maddox-st., Bond-st. May 25, at 2; Basinghall-st.

WRIGGLESWORTH, JOHN, Linen Draper, Halifax. May 26, at 11; Leeds.

YATES, JAMES GARRETT, Grocer, Redcliffe-hill, Bristol. May 25, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *April* 28, 1857.

ARLIS, JOHN, Plymouth. April 23, 2nd class.

BAKER, SAMUEL, Ironfounder, Birmingham. April 23, 2nd class.

BALL, GEORGE, Plumber and Glazier, New Lenton, Nottinghamshire. April 21, 3rd class.

BRYANT, WILLIAM, Boot and Shoe Maker, Shalford, Essex. April 23, 2nd class.

CLARE, SAMUEL, Grocer, Ashton-under-Lyne, Lancashire. April 21, 2nd class.

KINGSTON, WILLIAM, Linendraper, 21 Bridge-rd., Lambeth. April 22, 2nd class; to be suspended for five months from Jan. 1.

KINTON, JOHN, Builder, Coventry. April 27, 3rd class; after a suspension of three months.

LANGRIDGE, JOHN WILLIAM, Staymaker, 79 Bull-st., Birmingham. April 23, 2nd class.

MORLEY, JOHN, Joiner and Builder, Nottingham and Sneinton. April 21, 3rd class.

NASH, THOMAS, Carpenter and Builder, 14 Leather-la., and 36 Kirby-st., Hatton-garden. April 22, 2nd class.

PEACH, WILLIAM, Coal Merchant, Derby. April 21, 2nd class.

PILLEY, WILLIAM, Tailor, 9 Aldermanbury-postern. April 23, 2nd class.

TAYLOR, ALFRED, Builder, Wednesbury, Staffordshire. April 23, 3rd class.

TAYLOR, HENRY, & HENRY HOYLE, Cotton Spinners, Vale Mill, near Bacup, and Manchester. April 22, 3rd class.

VENABLES, JOHN, ARTHUR MANN, & HENRY GRASETT, Earthenware Manufacturers, Burslem, Staffordshire. April 23, 3rd class to A. Mann.

WOOTTON, JAMES, Builder, Oxford-st., Leicester. April 21, 2nd class.

FRIDAY, *May* 1, 1857.

ARCHBUTT, THOMAS, Timber Merchant, Oakley-sq., Chelsea. April 28, 2nd class, after a suspension of twelve months from the day of passing his last examination.

BAKER, RICHARD, Merchant, 34 Lime-st. April 25, 3rd class.
BANKS, FREDERICK LAWSON, & ROBERT DAWSON, Common Brewers, Sheffield. April 25, 2nd class.
BARCLAY, DAVID, Leather Manufacturer, 17½ Richardson-st., Long-la., Bermondsey, and 67 Long-la, Bermondsey. April 25, 2nd class.
BARNETT, THOMAS, Butcher, Ironbridge, Salop. April 23, 3rd class.
DICKINSON, WILLIAM HENRY, Joiners' Tool and Table Knife Manufacturer, Sheffield. April 25, 2nd class.
FELL, JAMES, Wholesale Tea Dealer, Liverpool. April 24, 2nd class, subject to suspension of six calendar months from April 21.
HAMMOND, WILLIAM PARKER, Ship Owner, Scott's-yd., Bush-la. April 28, 2nd class.
JEWELL, HENRY, Clothier, 3 High-st, Shadwell, and 35 St. George's-st. east. April 24, 2nd class.
KNIGHT, JOHN PETER, Hop and Seed Merchant, and Brewer, Hibernia-chambers, Southwark, and Kent Brewery, York-st., Pentonville. April 27, 2nd class.
LAWRENCE, JOSEPH THOMAS, Upholsterer, 93 Shoreditch. April 27, 3rd class.
OLDHAM, JOHN, Currier, 36 Long-acre. April 27, 2nd class, to be suspended for six months
PORTER, ELEANOR, Grocer, High-st., Newmarket. April 25, 2nd class.
REEVE, WILLIAM, Engineer, 20 Albion-st., Caledonian-rd. April 27, 3rd class, to be suspended for six months from Nov. 5, 1856.
SMITH, JAMES HENRY, Corset-maker, 238 Oxford-st., and 54 Connaught-ter., Hyde-pk. April 25, 3rd class.
WHITESIDE, JOSEPH, Watch and Clock Manufacturer, 27 Davies-st., Berkeley-sq. April 27, 2nd class.

Professional Partnerships Dissolved.

FRIDAY, *May* 1, 1857.

NICHOLL, FREDERICK ILTID, LEIGH CHURCHILL SMYTH, & ROBERT FRENCH BURNETT, Attorneys and Solicitors, Carey-st. By mutual consent; as regards the said L. C. Smyth. April 28.
SMITH, HENRY, & HENRY SMALL, Attorneys and Solicitors, Buckingham. By mutual consent, from Sept. 16, 1856.

Assignments for Benefit of Creditors.

ERRATUM.—*In No.* 17, *page* 412, *last name in 1st col., for* SHIPMAN *read* SHIPHAM.

TUESDAY, *April* 28, 1857.

ARTHARS, BENJAMIN, Draper, Walsall, Staffordshire. April 2. *Trustees*, J. Chadwick, and C. Watson, Merchants, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.
BRADDON, WILLIAM, Draper, Devonport, Devon. April 2. *Trustees*, W. White, Warehouseman, Cheapside; J. D. Allcroft, Warehouseman, Wood-st. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.
GOODBURN, ROBERT, Builder, Doncaster. April 8. *Trustees*, J. Smith, Ironmonger, Doncaster; J. A Wade, Timber Merchant, Kingston-upon-Hull. *Sols.* W. H. & C. E. Palmer, 46 St. Sepulchre-gate, Doncaster.
PLEDGE, FREDERICK, General Dealer, Red-hill, Surrey. April 11. *Trustees*, M. M'George, Clothier, Friday-st., Cheapside; J. Foster, Hat Manufacturer, Lawrence Pountney-la. *Sols.* Shaen & Grant, Kennington-cross, Surrey.
WALDRON, DANIEL HEMUS, Draper, Souldern, Oxfordshire. April 10. *Trustees*, H. Austen, Grocer, Banbury, Oxfordshire; C. Grimbly, Draper, Banbury. *Sols.* Rolls & Pain, Banbury.

FRIDAY, *May* 1, 1857.

BADDELEY, GEORGE, Boot and Shoe Maker, Aylesbury, Bucks. April 9. *Trustees*, E. Margesson, Tobacconist, Aylesbury; R. Gibbs, Auctioneer, Aylesbury. *Sol.* Hatten, Aylesbury.
DALZELL, JOHN, Grocer, St. Neots, Huntingdonshire. Mar. 30. *Trustees*, J. Dear, jun., Grocer, Huntingdon; J. Apthorpe, Grocer, Bedford; G. Taylor, Grocer, 53 Bishopsgate-without. *Sols.* Wilkinson & Butler, St. Neots.
GORMAN, JOHN, Grocer, Chepstow, Monmouthshire. April 30. *Trustee*, R. Sharpe, Miller, Chepstow. *Sols.* J. & T. Evans, Bank-bldgs., Chepstow.
HAINSWORTH, BENJAMIN, Brewer, Great Crosby, Liverpool. April 2. *Trustee*, J. S. Blease, Accountant, Liverpool. Indenture lies at office of J. S. Blease, Liver-ct., South Castle-st., Liverpool.
HARRISON, WILLIAM, Hosier, Church-st., York. April 21. *Trustees*, A. Harrison, Kingston-upon-Hull; G. Viccars, Hosier, Kingston-upon-Hull. *Sol.* Phillips, York.
LUCKING, JOHN, Butcher and Ham Dealer, 34 Walbrook, and 87 Cannon-st. April 1. *Trustees*, S. Turner, Builder, 26 Walbrook; A. S. Chappell, Plumber, 28 Walbrook. *Sols.* Jenkinson, Sweeting, & Jenkinson, 7 Clement's-la.
ROSS, ROBERT, Builder, Newcastle-upon-Tyne. April 20. *Trustees*, C. S. Smith, Timber Merchant; W. H. Holmes, Glass Dealer; both of Newcastle-upon-Tyne. *Sol.* Scaife, Royal Arcade, Newcastle-upon-Tyne.
SMITH, JOHN LEVER, Grocer, Boughton-under-the-Blean, Kent. April 6. *Trustees*, R. S. Francis, Surgeon, Boughton; W. Judges, Builder, Boughton. *Sols.* Sankey & Son, Canterbury.
SMITH, THOMAS ELVEY, Grocer, Faversham, Kent. April 23. *Trustee*, J. B. Sharp, sen., Manager of the Gas-works, Faversham. *Sol.* Tassell, Faversham.
WALKER, PETER, Provision Dealer, Greenacres-moor, Oldham, Lancashire. April 16. *Trustees*, J. Moss, Corn Merchant, Manchester; J. Platt, Cheese Factor, Manchester. *Sols.* Hall & Janion, 6 Essex-st., Manchester.
WARING, JOHN, & EDWARD WARDEN NORRIS, Window-glass Cutters and Dealers, 42 Wells-st., Oxford-st. April 24. *Trustee*, J. J. Kayll, Glass Manufacturer, Sunderland. *Sol.* Jerwood, 17 Ely-pl., Holborn.
WITHERS, WILLIAM SHELDON, Miller, Mansfield, Nottinghamshire. April 25. *Trustees*, E. Peniston, Draper, Mansfield, Nottinghamshire; J. Blatherwick, Farmer, Blidworth; G. Gregg, Miller, Mansfield. *Sol.* Cursham, Mansfield.

Creditors under Estates in Chancery.

TUESDAY, *April* 28, 1857.

BARNARD, ROBERT (who died in August, 1855), Gent., late of Maidstone, Kent. Creditors and incumbrancers to come in and prove their debts or claims on or before May 28, at Master of the Rolls' Chambers.
BOURNE, JOHN (who died on Oct. 24, 1855), Esq., of Walker-hall, Winstone, Durham. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.
BRADFORD, THOMAS (who died in June, 1856), Innkeeper, formerly of Horton, Bradford, Yorkshire, late of Apperley-bridge, Bradford. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.
EVANS, EDWARD BENJAMIN (who died in May, 1854), late of Collett-pl., Commercial-rd., Middlesex, but at sea. Creditors to come in and prove their debts or claims on or before May 30, at Master of the Rolls' Chambers.
MACKENZIE, Sir ALEXANDER (who died in October, 1853), of Bath. All persons claiming (as treasurers, trustees, or otherwise), on behalf of any institution, the legacy of £300 bequeathed to the hospital in or near London for the cure of consumption, are to come in and prove their claims on or before May 21, at V. C. Stuart's Chambers.
MOUNTAIN, THOMAS (who died on April 27, 1855), Horse-dealer, Bristol. Creditors to come in and prove their debts on or before June 1, at V. C. Wood's Chambers.
NADIN, JOSEPH (who died in March, 1848), Gent., of Cheadle Mosley, Chester. Creditors to come in and prove their debts on or before May 22, at Master of the Rolls' Chambers.
ROBINSON, MARY (who died in April, 1856), Widow, of Norfolk-crsct., Middlesex. Creditors and incumbrancers to come in and prove their debts or claims on or before May 25, at Master of the Rolls' Chambers.

FRIDAY, *May* 1, 1857.

ALDERSON, ROBERT (who died on Feb. 14, 1851), St. Ann's-hill, Stockton, Durham, Gent. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.
ALLISON, HENRY (who died in Dec., 1853), Layton-fields-house, East Layton, Yorkshire. Creditors and incumbrancers to come in and prove their debts and claims on or before May 25, at Master of the Rolls' Chambers.
CAMPBELL, THOMAS CARINGTON (a person of unsound mind), 14 Earl's-ter., Kensington, and 35 Lincoln's-inn-fields (formerly of 21 Essex-st., Strand), Solicitor. Creditors to come in and prove their debts before the Masters' in Lunacy, at 45 Lincoln's-inn-fields.
DEWELL, THOMAS (who died in Feb., 1825), Lieut. in the Army, formerly of Gosport, Hants, late of Bingham New Town, Alverstoke, Hants. Creditors to come in and prove their debts on or before May 23, at V. C. Kindersley's Chambers.
DUGGLEBY, JOHN WALBY (who died in Dec. 1856), Farmer, Cottam, Yorkshire. Creditors and incumbrancers to come in and prove their debts on or before May 27, at V. C. Stuart's Chambers.
FETHERSTONAUGH, TIMOTHY (who died in April, 1856), Esq., of the College, Kirkeswald, Cumberland. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before May 23, at V. C. Stuart's Chambers.
KING, WILLIAM (who died in August, 1850). Grecian-cot., Crown-hill, Norwood, Gent. Creditors to come in and prove their debts on or before May 25, at V. C. Kindersley's Chambers.
M'MAHON, ELIZA, otherwise ELIZABETH, (who died in February, 1856), formerly of St. Kitts, but late of Bloomfield-ter., Harrow-rd., Spinster. Creditors to come in and prove their debts on or before November 6, at V. C. Kindersley's Chambers.
PARKER, WILLIAM (who died in or about June, 1850), Yeoman, Metheringham, Lincolnshire. Creditors to come in and prove their debts on or before June 1, at Master of the Rolls' Chambers.
SMITHER, FRANCES JANE (who died in October, 1855), Widow, Assembly-row, Mile-end-rd. Creditors and incumbrancers to come in and prove their debts and claims on or before May 25, at V. C. Stuart's Chambers.
TUCKER, INGRAM (who died in July, 1851). Yeoman. Caple-le-ferne, Kent. Creditors to come in and prove their debts on or before June 11, at V. C. Kindersley's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *April* 28, 1857.

HULL AND LONDON LIFE AND FIRE ASSURANCE COMPANIES.—The Master of the Rolls will, at his Chambers, on May 2, at 10. appoint an Official Manager of these companies.
METROPOLITAN CARRIAGE COMPANY.—Master Humphry peremptorily orders a call of 15*s.* per share to be made on each contributory, and the balance, if any, which will be due from him after debiting his account in the company's books with such call, to be paid to Mr. Goodchap, Official Manager, Walbrook-house, Walbrook.
TREVENA MINING COMPANY.—A petition for the dissolution and winding-up of this company was, on April 25, presented to the Master of the Rolls, which will be heard on May 7.—*Sol.* Henry Norris, 12 Southampton-bldgs., Chancery-la.
WHEAL HELEN MINING COMPANY.—A petition for the dissolution and winding-up of this company was, on April 27, presented to the Master of the Rolls, which will be heard on May 7.—*Sol.* Henry Norris, 12 Southampton-bldgs., Chancery-la.

FRIDAY, *May* 1, 1857.

GREAT CAMBRIAN MINING AND QUARRYING COMPANY.—V. C. Wood peremptorily orders a call of 12*s.* 6*d.* per share to be made on each contributory, and the balance (if any) which will be due from him after debiting his account in the company's books with such call, to be paid to R. P. Harding, the Official Manager, 5 Serle-st., Lincoln's-inn.

Scotch Sequestrations.

TUESDAY, *April* 28, 1857.

BALFOUR, PETER, Manufacturer, Dundee. May 7, at 1, British Hotel, Dundee. *Seq.* April 24.
CRAIG, WILLIAM, Wine and Spirit Merchant, Nelson-st., Tradeston, Glasgow. May 1, at 1, Faculty-Hall, St. George's-pl., Glasgow. *Seq.* April 23.
MARSHALL, ROBERT, Farmer and Grain Dealer, Whitehill, Old Monkland, Lanarkshire. May 5, at 2, Royal Hotel, Airdrie. *Seq.* April 21.

FRIDAY, *May* 1, 1857.

CAMPBELL, DONALD, Innkeeper, Amulree, and Woodside, Doune, Perthshire. May 9, at 12, Procurator's Library, County-bldgs., Perth. *Seq.* April 29.
FERGUSON, JOHN, Flesher, Partick, Glasgow. May 5, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 25.
MILNE, ALEXANDER, Baker, Dundee. May 9, at 12, British Hotel, Dundee. *Seq.* April 28.
ROSS, A. M'DOWALL & Co., or ADOLPHUS M. ROSS & Co., Fancy Goods Warehousemen, New-buildings, North-bridge, Edinburgh, and JAMES EDWARDS, one of the Partners of that Co. May 5, at 1, at Dowells & Lyon's Sale-rooms, 18 George-st., Edinburgh. *Seq.* April 28.
SANGSTER & DUNLOP, Wholesale Stationers, 16 South St. David-st., Edinburgh. May 8, at 1, at Cay & Black's Sale-rooms, 65 George-st., Edinburgh. *Seq.* April 29.

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THE SOLICITORS' JOURNAL.

LONDON, MAY 9, 1857.

LAWYERS AND LAYMEN.

The proposal of the Royal Commissioners to amend the judicial system of India by abolishing the Supreme Courts, has raised an opposition not uninstructive to English law reformers. Under the present system, Europeans not belonging to the Company's service, and living within the capitals of the three Presidencies, or within a certain distance, are exempted from the jurisdiction of the Company's judges, and are subject only to that of the judges of the Supreme Court. These judges are appointed by the Crown from the bar of Westminster Hall. They are generally men of some eminence, or at least promise, in their profession, and are governed in their decisions by the principles and rules of English law. Thus, when a European is tried for his life, or has his fortune at stake, he knows that he will at least have the protection afforded by the superintendence of a competent judge. He knows that the proceedings will be guided by regular professional advisers, and he may reasonably hope that he has as fair a chance of justice at Calcutta as he would have had at Westminster. It is now proposed to alter this system, to do away with the Supreme Courts, and to subject all the inhabitants of India to the same jurisdiction. The Crown, indeed, is not to lose its patronage, for it is to send out from England a certain number of judges, to sit with an equal number of the Company's judges in a court of appeal. But otherwise the Company's judges are to have plenary jurisdiction; the Europeans are to be placed on the same level with the natives, and all alike are to go before the tribunals of the Company according to the district in which they reside. It is not difficult to see why this change is proposed. If the judicial system of India works justice, that is all a European can want; and if it does not, a Hindoo may reasonably complain. It must be very trying to a native of any education and reflection, to find that bad law is thought good enough for him, while his neighbour, the European indigo planter, can always demand to have his case tried before an experienced and able lawyer. As the natives advance in intelligence, and begin to have a more than Asiatic regard for their own lives and properties, it must be painful, and even irritating, to find themselves subjected to so anomalous a humiliation. One of the first things, therefore, which the Commissioners would endeavour to effect was, we might be sure, to bring all the inhabitants of India under the same jurisdiction.

But the Europeans do not acquiesce in the arrangement, however plausible it may appear. They represent that they wish to be tried by judges who know something about law, and that they think their property safer when it is guarded by the support of trained professional advisers, and can only be attacked in a regular way, and on principles of acknowledged law. The Company's judges are not lawyers. The same man is at one period of his life a political agent, at another a tax-collector, at a third a magistrate. Sometimes he combines those duties, and, being principally occupied in collecting the taxes of a district about the size of Scotland, gives any spare time he may have to the dispatch of judicial business. If a civil case is brought before him which can be determined by the establishment of a Hindoo or Mahometan custom, he suffers himself to be guided according as those who deny or maintain the custom swear the hardest. But if there is no custom in point, he judges by the light of nature. English law is not the *lex loci;* it does not prevail in default of other law. So the Company's judges know nothing about it; and although the establishment of a code would do something to supply the want of a *lex loci*, yet the present judges, at any rate, are utterly untrained in applying any system of law whatever, and even their successors would find, that, to apply a code properly, requires considerable practice and a peculiar education. The Company, however, do not appear to have any very exalted opinion of what is required for the due administration of justice. Sometimes a lad is sent to represent the majesty of law in a vast district, and sometimes the district has to go without a magistrate at all. Mr. THEOBALD, who has lately written a pamphlet on the subject, states that the city and district of Dacca, containing 450,000 inhabitants, were confided in 1855 to the charge of a magistrate, almost a child in years, whose health unfortunately broke down. The collector of the district took the work in addition to his own, until a new magistrate was appointed. The new magistrate, who had been five years in the country, and who would, therefore, be about twenty-seven years of age, found accumulated arrears, tried hopelessly and helplessly to administer law to half-a-million of people, and then broke down in health, and had to go away. We are not surprised that the Europeans prefer the jurisdiction of the Supreme Court.

The very eagerness with which they separate their case from that of the natives, though more practical than philanthropic, shows how tenaciously they cling to what they think their only chance of having justice done them. They do not trouble themselves about the fortunes of the natives. If the Company likes to deal out rough justice and the law of natural right to the Bengalese, they are quite welcome, but Europeans can fairly claim something better. They have been encouraged to settle in India, it is represented, by the promise of systematic justice, and the law of a civilised country. They cannot be expected to go patiently and hazard their liberty and their property before tribunals of sick youths, who never heard of the commonest rules of evidence, or the most fundamental principles of English law. Nor, as they point out, does any one trust to a Company's judge who can avoid it. The present Supreme Court has a permissive jurisdiction. Merchants of Calcutta, dealing with persons not within the local or ordinary jurisdiction of the Court, may, in matters of contract, bring them under the Court's jurisdiction by an express agreement. The permission is widely made use of. "Every firm in Calcutta," says Mr. THEOBALD, "has printed forms for agreements with one clause to give the Supreme Court jurisdiction, and no firm will advance capital without this form."

We do not pretend to say how the matter ought to be settled. Indian questions, under the complication of a double government, are not very easy to decide. But we think that the language used by these European settlers might be usefully studied by some persons in England. It has become one of the commonplaces of the day, in popular books and popular speeches, to treat a regular system of law as a gigantic imposture, and the profession of lawyers as a mere burden and curse to the community. Any plain man of sense, it is said, can settle a disputed point in one-tenth of the

time, and at a hundredth part of the expense necessary to obtain the decision of a court of law. Speedy justice, based on the utterances of a sterling common sense, is held out as the ideal of a law system. If merchants dispute about a contract, there is no use in their going before a highly-paid judge; the first practical man they meet will tell them which is in the right. This is a capital theme for declamation; but those who are inclined to listen to the declaimers will do well to look at facts. Let them turn from persons who are speaking about what does not concern them, to persons who have an actual and very tangible interest at stake. These Indian merchants and planters are offered a system of cheap law, administered by men who know nothing about law, and who have so much to do that they must get through their business with great speed, or else not get through it at all. But the offer is not welcomed. These men who have real necks to jeopardise, and real properties to lose, clamour for the continuance of trained professional judges, and for the maintenance of a technical system of law. They are not content to trust to the good common sense of tax-gatherers. Arguments may be met with arguments, and a professional man who defends his profession is liable to the suspicion of being interested. But here is a case in point, and whenever a lawyer is told that lawyers are a nuisance, and law a web of useless chicanery, let him refer his assailant to the opinions expressed by the European settlers in India.

THE CASE OF MANSELL *v.* THE QUEEN.

There was nothing very new in the law laid down in the case of *Mansell* v. *The Queen*, decided in the Court of Queen's Bench on Wednesday last. Indeed, we had supposed that the doctrine, that, subject to showing cause after the panel was gone through, the Crown was entitled to an unlimited number of peremptory challenges, was as well established as any doctrine so seldom acted upon could be. It is so laid down by BLACKSTONE (4 Bl. Com. 471); and there can be no question that if we look at the subject from a common sense point of view, it is the only rational and humane course. Some right of peremptory challenge obviously ought to exist; but if the prisoner had an unlimited right of that description, he might prevent his trial from ever taking place at all. There must, therefore, be some limit to it, and that limit is fixed by the law at twenty in cases of felony, and at thirty-five in cases of treason. The persons challenged by the prisoner being set aside, it is obvious that the next thing is to ascertain what members of the panel are altogether unobjectionable, and this is effected by allowing the Crown to order any number of jurors to "stand by," till the jury is completed out of persons to whom neither side objects. To give the practice entire fairness, the prisoner ought, no doubt, to be entitled to exactly the same privilege; but the number of peremptory challenges allowed him is so great, that we believe that such a right would practically make no difference at all.

Though, however, *Mansell* v. *The Queen* does not possess much interest in a legal point of view, it is worth notice as one of those judicial curiosities which we are accustomed, whether rightly or not, to look upon as peculiar to our own country. The most prominent feature about it, considered in this light, is far from being a pleasant one. Mansell was left for execution at the winter assize, together with the Hungarian REDANIES, who murdered the girls at Dover. It is now, therefore, considerably more than four months that he has been kept in suspense as to the question whether he was to undergo the ordeal of a second trial for his life or not; and the reason for this dreadful interval was, that the case was one which "could not be argued out of term." We believe that Mansell is a person of singular insensibility, but to a man constituted in the ordinary manner, the prolongation of such uncertainty would have been worse than death itself. An appeal in criminal cases ought surely to be heard and determined at the very earliest opportunity. If Mansell's crime had been of a less important kind, and had entailed a sentence of three months' imprisonment, and if he had been unable to procure bail, he might, in consequence of this delay, have had to undergo a heavier punishment than his original sentence, without having had a legal trial at all. Surely this is a defect in the administration of justice, which ought not in the present day to remain unremedied.

Some other features in the case are remarkable enough to deserve mention. We wonder whether there is any other country in the world in which a judge would begin his judgment in these words:—"Our judgment chiefly depends upon the construction of an ancient statute of the 33 EDWARD I."—*i. e.*, A. D. 1303—534 years ago? We cannot help feeling proud of so curious a testimony of the antiquity of English law, and of the closeness of the bonds by which the present generation is united to the history of their ancestors; and this feeling is strengthened by the fact that the statute in question is so sound that it was re-enacted in the same words in 1826, and is one of the principal foundations of a right almost peculiar to this country and those which have copied its institutions. Such considerations are not quite out o place at a time when ignorant persons make the admitted fact, that our laws are in many respects defective, the ground of absurd statements that they are utterly corrupt and inefficient. We are, however, checked in any vanity which these reflections might produce by turning to another of the assignments of error, which, though not successful, was nevertheless seriously urged and answered. "It was objected that the record does not show that the jurors named in the panel were 'good and lawful men of the county of Kent.'" It was held, that the omission was insignificant; but it is painful to think that such a trifle could have been, for a single moment, allowed to weigh in the discussion of a question which involved the life or death of a fellow-creature.

The collateral circumstances of Mansell's case are far more important that its direct legal bearings. Every one who sees much of courts of law is well aware that the right of challenge is hardly ever exercised. A man may sit for years at the Old Bailey or on the crown side at assizes, without hearing a single man set aside "as he comes to the book to be sworn." The explanation of the unusual course taken in Mansell's case is to be found in the fact that a strong local prejudice exists in the town of Maidstone against capital punishment, and that by challenging all the persons who come from districts in which that feeling does not prevail, the prisoner can secure a jury most unwilling to convict him. It is notorious that a verdict thus obtained in a late case of great importance gave impunity to a most heinous criminal. Some years ago there was far greater unwillingness to convict in capital cases than exists at present; but there is still enough of it left to present occasionally formidable impediments to the proper discharge of what is, perhaps, the most important function of the law. Fortunately, if the public attention were properly called to the subject, the remedy would be perfectly clear. If a short Act were passed, requiring the individual members of the jury to be asked in all trials for murder or treason whether they had any scruples of conscience as to the infliction of capital punishment, and making an answer in the affirmative a disqualification, and if the juryman's oath itself were modified by introducing some such clause as "though in consequence of such verdict the prisoner should be

sentenced to die," the difficulty of obtaining a conviction would disappear. The palpable perjury which the violation of such an oathwould involve, is not a bit worse in reality than the constructive perjury which the acquitting juror commits at present, but it would strike his imagination more violently; and the man who from an objection to capital punishment would indirectly perjure himself, is just the kind of person on whom such a test would take effect.

Legal News.

At length Parliament is fully constituted, and for the next two months it may be hoped that few interruptions will arise to the progress of legislative business. The most prominent topic of the Royal speech was law reform. Another Testamentary Jurisdiction Bill will be produced by Government, and a measure for making fraudulent breaches of trust criminal is likewise promised. If both, or even one, of these difficult subjects should be satisfactorily dealt with in the present session, the new Parliament need not fear comparison with its immediate predecessor. But after so many disappointments, we shall ourselves continue to believe in the immortality of Doctors' Commons, until its obsequies have been actually performed. The transportation question necessarily revives, and perhaps may be treated more deliberately now that the days are longer, and the hours of dishonest industry are consequently abridged. Lord CAMPBELL resumes his attempt to place the law as to reports of public meetings on a sounder footing, and another effort is to be made by Mr. CRAUFURD to pass his Judgments Execution Bill. It is very reasonably thought by Government that Parliamentary Reform may be postponed until next session; and for party strife at the present moment there does not appear any very convenient opening. On the whole, therefore, it does not seem extravagant to hope that one or two useful measures of law reform may be carried in the present session.

The fertility of the Royal British Bank case in difficult legal questions is not yet exhausted. On Saturday last Mr. Commissioner GOULBURN delivered an elaborate judgment in the Court of Bankruptcy, refusing a proof tendered by Mr. Harding, the official manager, against a bankrupt's estate, upon the ground that the bankrupt had been placed upon the list of contributories by the chief clerk of Vice-Chancellor KINDERSLEY, instead of by the Vice-Chancellor himself; and that this was an improper delegation of the judicial function. The case has been brought by appeal before the Lords Justices, and will be heard by them on the second day of next term. We subjoin an abridgment of the judgment of the Commissioner.

"The case involved a question of the utmost importance—namely, whether orders might be made, and judicial acts done, by the chief clerks of the vice-chancellors, in the absence of the judges themselves, and whether the subsequent assent of the vice-chancellors, not even signified by their signature, was sufficient to give validity to such orders. Should this doctrine be upheld, extremely mischievous consequences would ensue. By the first Winding-up Act (11 & 12 Vict. cap. 45) the list of contributories was to be made out by the official manager, and settled by the Master; and everything was carefully required to be done by the Masters, who had original jurisdiction given them for the purpose. The legislature had strictly pointed out the mode in which this most important judicial act was to be performed. Such an act ought to be done by a competent authority, and one that could exercise a judicial discretion. But since the Winding-up Acts passed, the legislature had abolished the office of Masters in Chancery, and transferred their duties to the judges. The Act making the change (the 15 & 16 Vic. c. 80) empowered the Master of the Rolls and the Vice-Chancellors to sit at chambers, and directed that the orders 'made' by them should be ordinarily 'drawn up' by their respective clerks—the one involving the exercise of a judicial mind, the other being a mere matter of form. Then power was given to the judges to appoint two chief clerks each 'for the purpose of assisting in the general business of each court, and the causes and matters belonging thereto.' These were very general words, but it could not be held that they extended to the exercise of the judicial authority; for that would be to give to the chief clerks, persons without position or rank in the profession, an authority beyond what had been exercised by the Masters. The object clearly was, that these chief clerks should be put in the place of the clerks of the Masters, as the Vice-Chancellors were substitutes for the Masters. Could the Master, before the passing of the 15th and 16th Vict., have devolved the performance of judicial duties upon his clerk? Was there any instance of a Master being absent from the settling of a list of contributories, devolving the duty on his clerk, and satisfying himself with signing it after, and signing it with a wrong date, as had been done in this case? No such instance could be found; and had such a practice prevailed, it would have increased the outcry against those functionaries very much. Then the question arose, whether, where the list had been settled by the chief clerk, it could be said to be legally and properly and rightly settled; for if this bankrupt's name was not legally put upon the list of contributories, of course his estate would not be liable for this call. The Court thought that it had not been legally put there, and that the original defect could not be cured by the subsequent alterations and erasures in the documents that had been put on the file. These were but attempts to make that appear to be right which was in its origin and substance clearly wrong. The words of the Masters Abolition Act, "assisting in the general business of each court, and in the causes and matters belonging thereto," could not mean that the clerk was to sit for the judge, and determine all matters judicial or otherwise, subject only to the right of either party to call for the presence of the judge if he thought fit. But it was said, the practice of the Court of Chancery had sanctioned this. If this were a practice of any long standing, he could comprehend the argument; but it had sprung up within a few years; the Act had only been passed in 1852; and five years was hardly long enough to give sanction to a practice which gainsaid and contradicted the express enactments of the statute. But no length of practice could justify such a course. It was a principle of our law that the judicial authority could not be delegated. In this case judicial authority was delegated to an individual who was not appointed by the Act, thus getting rid, in a matter of such vital importance to the suitor as the settling of a list of contributories, of that check and control which the law meant to give to the suitor—namely, the judicial mind of a person in the first rank of the profession, with all the experience and learning which belonged to those eminent persons who presided in the Courts of Equity."

The resolution of the societies of the Inner and Middle Temple in favour of the compulsory examination of all aspirants to the Bar must soon be adopted, or, at least, acquiesced in by the two other learned bodies who have hitherto shown themselves reluctant to admit this beneficial change. The absurdity of the present practice, which gives to candidates the option either of attending lectures or of passing an examination, is too manifest to need exposure. Of course it was only intended as a gradual transition from a system of mere empty form to one of life and reality, and is one of many examples of the sort of compromise with inertness to which active reformers find it necessary to submit. The innovation which, a few years ago, "added the necessity of passing a certain number of hours in a lecture-room to the necessity previously and still existing of eating a certain number of dinners in a hall," however trifling and useless in itself, was valuable as the earliest step in a course of improvement which we may now hope to see carried into full effect. It is very desirable that public attention should be drawn to what is called by the *Daily News* the "eminently ridiculous system" now existing, and we were glad to see in that Journal on Wednesday an article on this subject, from which we subjoin an extract. The tendency of legislation has undoubtedly been, and still is, to increase the number of judicial and other appointments open to, if not exclusively reserved for, barristers; and society is therefore most intimately concerned to see that the best conceivable means be

taken to secure efficiency, instead of contenting itself with the requirements of dining, hearing, but not necessarily marking, lectures, and of so many years' "standing," which by no means invariably implies advancement in either the study or practice of the law.

"Whether for better or for worse, it is incontestable that a great change is taking place in the professional position of the English Bar. The amount of business transacted in the Superior Courts has necessarily been much diminished by the establishment of local courts. Concurrently with this, partly in fact as necessarily incident to this, the number of minor judicial and other offices for which members of the Bar alone are eligible has vastly increased. The country is covered with county court judges and stipendiary magistrates, the sole statutable requisite for these offices being a standing of seven years at the bar. The present tendency of our legislation is to increase still further this amount of bar patronage. The cry for paid legal chairmen of quarter sessions has more than once been raised, and is certain to be raised again. A bill for the establishment of public prosecutors was introduced in the last Parliament, and, with due modifications, will very probably pass in the present Parliament. Every extension of our colonial empire makes a fresh piece of patronage for the bar. From Hong Kong to the Bay Islands, from New Zealand to Nova Scotia, the habitable globe is thickly dotted with chief justices, puisne judges, recorders, and attorney-generals, who have each and all worn the stuff gown of the British barrister.

"Now, put these two things together—the diminished practice of Westminister Hall and the greatly increased official patronage thrown open to the bar—and the result deserves serious consideration. The old reply to the argument for a compulsory test of legal fitness in the candidate for the bar was this: If a man wants to live by his profession, he must learn his profession. He will get no practice unless he possesses some knowledge. In any case the reply was a most unsatisfactory one. The professional knowledge thus acquired by the British barrister was of that narrow, bread-making kind, which contented itself with satisfying the daily exigencies of daily work. The English advocate gained consummate skill in the contracted sphere of such legal knowledge as the every-day practice of the English bar absolutely required; but in all beyond this—in general juridical accomplishments, in acquaintance with civil law, with public law, with law as a science, and not as a mere trade—he was and is lamentably deficient. It could not be otherwise. He had no general legal education—he had merely that special instruction which the instincts of money-making and the impulses of advancement taught him to acquire. At best, then, this reply was always a most unsatisfactory one, but it is far more unsatisfactory now. In the present state of the English bar, numbers crowd to it not so much from any chimerical hope of living by its practice, as from the better grounded expectation of participating through interest or connection in its patronage. Their principal objects are those home and colonial appointments, which hold out such a lure to men who are more desirous of a respectable competency than of a brilliant career. Now, what security is there—what likelihood is there—that men of this class will be at any pains adequately to educate themselves? And are our legislators prepared to say that the interests of home or colonial suitors can be rightly trusted to judges who have received no adequate legal training, either educational or practical? The sole remedy is the institution of a compulsory examination for all candidates for admission to the bar."

LEEDS DISTRICT COURT OF BANKRUPTCY.

(Before Mr. Commissioner AYRTON.)

Jones v. *Wright.*—April 28, 1857.

ABSCONDING DEBTORS ACT—DEBT "OWING" AND "PAYABLE"—WARRANT—DIRECTION—ARREST.

To authorise an arrest, the debt must be "payable" as well as "owing;" therefore a warrant ought not to be granted on a bill of exchange on the last of the three days of grace. The messenger alone can execute the warrant, and the Court has no power to direct it to any one else.

The plaintiff had drawn a bill upon the defendant for £30, which the latter had accepted, payable in London. The plaintiff indorsed the bill for value to the Derwent Iron Company. The bill was due on the 22nd of April, and consequently the three days of grace expired on the 25th. On the morning of that day the defendant wrote a letter to the plaintiff, asking him to renew the bill, and stating that defendant was going upon the continent for some months on business, but the bill would be provided for in his absence. The plaintiff, without giving any answer to the letter, made an affidavit that the defendant was indebted to him "in the sum of £30 for principal money, upon a bill of exchange, dated &c., drawn by this defendant upon, and accepted by, the said John Wright, *payable at a day now passed*," &c., and in 6*l.* 2*s.* 10*d.* for goods; and that defendant was about to quit England, &c.; and setting out the defendant's letter. Upon this affidavit Mr. Commissioner Ayrton granted a warrant to arrest the defendant, which was directed to "T. W. N., Messenger of the Court of Bankruptcy for the Leeds District, and to Samuel Clark, his assistant." The warrant was indorsed "Bail for 72*l.* 5*s.* 8*d.*, by order of the said J. B. P." (*the plaintiff's attorney*).

The messenger himself was not aware that the warrant had been granted until after it was executed; but Clark, his assistant, arrested the defendant on the afternoon of the 25th of April. The defendant offered bail and found sureties (to whom, however, the plaintiff's attorney objected), but Clark could not find any form of bail bond, and the defendant remained in custody until Monday evening, the 27th April. On that day, *Bond*, for the defendant, obtained a *rule nisi*, under the 8th section of the Act (14 & 15 Vict. c. 52), for his discharge, upon an affidavit, stating the above facts, and the defendant's belief that the Derwent Iron Company were the holders of the bill at the time of the arrest. This the plaintiff did not deny. No *capias* had been issued. The rule was made returnable to-day.

Bond moved to make the rule absolute. Besides the warrant being wrongly indorsed for bail for double the amount of the debt, "by order of the plaintiff's attorney," instead of for such a sum as the Court should direct, "by order of the Commissioner issuing it," there were two substantial grounds upon which he claimed the defendant's discharge: First, there was no debt; and secondly, no valid arrest. According to the first clause of the Act there must be a debt of £20 "owing to such creditor, and payable from the person against whom such application shall be made," before the Commissioner can grant a warrant. Here the bill was due on the 25th, and the defendant had all that day to pay it (Byles, on Bills, 165); and if the plaintiff had refused his request to renew, the defendant might have paid the bill by means of the Telegraph Company. The allegation in the plaintiff's affidavit, that the bill was "payable at a day now past" was untrue; and if he had sworn according to the truth, the warrant would not have been granted. If not guilty of perjury, the plaintiff has committed a gross contempt of this court, in procuring a warrant by means of concealment and fraud. And again, the debt, if owing and payable, was not payable to "such creditor," for the plaintiff was not the holder of the bill. The Derwent Iron Company might have obtained a warrant upon it on Monday morning. They, and not the plaintiff, can alone at this moment give a discharge.

Secondly, there was no arrest. The 1st section of the Act authorises the Commissioner to direct his warrant to "the messenger of the Court," and to no one else, and he alone can execute it. The 99th section of the Bankrupts' Act (12 & 13 Vict. c. 106) gives the Commissioner power to direct his warrant to "a messenger of the Court and his assistants, or to such person or persons as the Court shall think fit;" and the 119th section to "any person or persons it shall think fit;" but then the party is only to arrest the bankrupt, and bring him before the Court; here the messenger may take bail or receive a deposit. The reason for the distinction is therefore obvious. Suppose, instead of £36, the debt had been £360, or £3600, and the defendant had been ready to "deposit" it, he (and, indeed, the plaintiff also) ought to have the security of the messenger's responsibility, and not to be obliged to place such a sum in the hands of a common bailiff; and in this very case the defendant had offered bail, which was not accepted, because the messenger's assistant could not prepare a proper bail bond, which the messenger himself could, of course, have done. The decisions are all one way (*Blatch* v. *Austin*, 1 Camp. 63; *Sly* v. *Stevenson*, 2 C. & P. 464; *R.* v. *Whalley*, 7 C. & P 245); and the Court of Exchequer acted upon them so lately as the 21st ult., in a case of *Rhodes* v. *Hall*, only just reported in the newspapers.

Preston, for the plaintiff.—There was no intention to deceive the Court. The plaintiff knew that the bill would not be met, and thought it was under his own control. The defendant's letter justified him in making the affidavit, for the bill was substantially dishonoured. The acceptance was general (1 & 2 Geo. 4, c. 78), and the plaintiff was not bound to wait. On the second point, he stated that it was the practice for the deputy to execute the warrant, and that no harm could come of it.

Bond, in reply.—The plaintiff was not the holder, and therefore the 1 & 2 Geo. 4 does not apply. On the other point, "a blot is no blot until it is hit."

Mr. Commissioner AYRTON.—This is an important statute, and we must take care that no abuses are permitted under it. On both these questions its provisions are clear. I did not know, when I granted the warrant, that the bill was not in the plaintiff's hands. Saturday was the last day, but the defendant had all that day to pay the bill, and he might have done so. At all events, the plaintiff could not know that it had been dishonoured; therefore he could not properly swear that the debt was due, nor could he have commenced an action. Then the Act plainly requires the warrant to be directed to the messenger. I have no authority to direct it to any one else, and no one else could execute it. The rule to discharge the defendant must be absolute.

THE CIRCUIT COMMISSION.

The following memorial has been presented to the Commissioners by the Lancaster Law Society:—

Prior to the year 1835, the assizes for the whole County Palatine of Lancaster were held at Lancaster. For reasons which now no longer apply, the assize business of the southern division of the county was in that year removed to Liverpool. Lancaster had then no railway or telegraphic communication with any part of the county; now it possesses both on all sides of it; while the accommodation for the judges and their suites, and the courts and offices for the assize business, are the most commodious in the Kingdom.

The personal experience of the Members of the Lancaster Law Society, confirmed as it is, by that of other members of the profession in other localities—establishes in their minds the truth that a moderate sized town like Lancaster, while it presents ample accommodation for all who have need to resort to the assize town, does not produce the many inconveniences which arise in a town of large extent, like Liverpool. Among these inconveniences may be enumerated the difficulty of keeping together witnesses, who, in a large town, are continually attracted from their necessary attendance in court by objects of interest; the wide area over which the lodgings of the members of the bar are scattered, and the consequent labour and time occupied in delivering briefs, appointing and attending consultations, &c.; the distance from the courts at which fitting accommodation for the humbler class of witnesses—always the most difficult to control—is to be had. The rapid and economical communication by railway has added a new feature of eligibility (as places for holding assizes) to many towns of moderate size, and to none more than to Lancaster, upon which, as upon a common centre, many lines of railway converge.

The Society urge the eligibility of Lancaster as a very convenient and central place for a new and enlarged assize district. They propose that the assize business for that part of the County Palatine which is now transacted at Lancaster, should still be continued there,—this consists of the Hundreds of Blackburn, Leyland, Amounderness, and Lonsdale North and South of the Sands, all of which, except Lonsdale North of the Sands, find ready and immediate access to Lancaster by the Lancaster and Preston Railway, and the parts of those Hundreds the most remote from Lancaster, are not distant more than an hour and a half's journey. The Hundred of Lonsdale North of the Sands in which the town of the Ulverstone is situate, will in July next be within an hour's journey to Lancaster, by the opening of the Ulverstone and Lancaster Railway.

The Society believe that great public advantage would result if the following county court divisions were added to the Lancaster assize district, and they point out the ready access which these districts now have to Lancaster:—

Name of County Court District.	Time of Journey.	Means of access to Lancaster.
Ambleside	1h. 30m.	Kendal and Windermere, and Lancaster and Carlisle Railways.
Kendal	45m.	Lancaster and Carlisle Railway.
Kirkby Lonsdale	1h.	Lancaster and Carlisle and North Western Railways.
Settle	45m.	North Western Railway.
Skipton	1h. 30m.	North Western Railway.
Keighley	1h. 50m.	Leeds and Bradford Extension and North Western Railways.
Such part of the Clitheroe district as is in Yorkshire.	1h. 30m.	North Western Railway.

The district thus pointed out is, for the most part, but thinly inhabited by a purely agricultural population, and notwithstanding the great apparent area of country embraced in it, would not create any very important addition to the assize business already transacted at Lancaster.

It is believed that other of the county court districts of Yorkshire, traversed by the Leeds and Bradford Extension Railway, would find a greater convenience in transacting their assize business at Lancaster, with which they have direct railway communication, than at York, which is more distant, and with which the railway communication is less direct.

SCOTCH MERCANTILE LAW.

(*From the Mercantile Test.*)

The merchants of Scotland have already discovered the loss they have sustained in parting, last session of Parliament, with their good old Scottish rule of mercantile law, which declared that a transfer of goods, without delivery, was no transfer at all.

The Edinburgh Chamber of Commerce has taken up this important matter and referred it to a special committee, with instructions to report on the subject without delay.

Our readers may remember, that, during the last session of Parliament, two bills were introduced: one to assimilate sundry parts of the law of England to the law of Scotland; the other to assimilate certain portions of the Scottish law to the law of England; and that both these bills passed into law.

Now, one of those two Acts has destroyed the most valuable safeguard which the creditor possessed against the machinations of fraudulent traders in Scotland, and it has provided no substitute. Before it passed into law, every creditor in Scotland had this valuable security, that, whatever goods were in the trader's possession, the law assumed to belong to him and to his creditors when he failed. It was impossible to transfer goods effectually, and at the same time to retain possession, because the law of Scotland held that such possession raised a false credit; and, following the rule of the Roman law, it sacrificed that property to the false credit which it had created.

The object of the bill was to assimilate that portion of the law of Scotland to the law of England, which allows the transferror to retain possession of the goods transferred, provided the transfer be recorded in a public register within twenty-one days after its date. The bill was, however, unskilfully prepared. It adopted the law of England in so far as it allows the transferror to retain possession of the goods after the transfer, but it omitted to provide the essential safeguard of public registration.

The value of the English system of registrations of these documents is practically illustrated every week in the *Mercantile Test*, by the publication of all English bills of sale; whereas, in Scotland, under this new and defective law, there is no possibility of ascertaining whether the goods in a trader's shop be his own, or are conveyed in security to a creditor.

Whether the English plan of registration, or the good old rule of the Scottish law, be the better remedy, is a matter for the serious consideration of mercantile men. The English plan is effectual in so far only as, by registration, you can bring bills of sale to the actual knowledge of mercantile houses, who, by that warning, are enabled to avoid giving credit to traders whose necessities compel them to grant bills of sale; but in so far as this cannot be accomplished—and it can only be accomplished to a limited extent, even registered bills of sale are, to those houses, secret transactions; whereas the law of Scotland, as it stood until last session, cut at the very root of the fraud; it punished the very attempt, by declaring that all goods in an insolvent debtor's possession should belong to the creditors at large, and so prevented the possibility of fraud by means of bills of sale.

We have reason to believe that the English Chambers of Commerce would co-operate with the mercantile bodies of Scotland, in passing an Act of Parliament for the United Kingdom, adopting the old Scottish rule, which was the Roman law, rendering all bills of sale void without actual delivery of the goods at the time. With this view, we venture to suggest that the opinion of every known mercantile body in the United Kingdom should be immediately obtained on the subject; for if a majority of those bodies were favourable, an Act of Parliament adopting the Scottish rule would be obtained without any difficulty.

COURT OF CHANCERY, May 7—STRONGE *v.* HAWKES.— The last innings of this complicated game was played out this morning. The entanglement of the facts, accounts, and calculations of and arising out of the dispute can be likened only to a Chinese puzzle, and the endeavour to give any description is as hopeless as would be the effort to unravel a ball of cotton which had been submitted to the playful manipulation of a

kitten. The mass of paper displayed on the tables, and the number of counsel who made their appearance, must have been appalling to such of the bystanders as were expectant litigants in Chancery. If the quarrel should eventually invade the repose of the House of Lords, there is in that august assembly at least one noble and learned ex-chancellor who will revel in its intricacies and involvements, and, having done so, will, in advising the House, commence his judgment with the favourite words, "There is no difficulty in this case." When the minutes were at last settled, after an hour and three-quarters discussion—Lord Justice KNIGHT BRUCE said, it was quite impossible to overstate the obligation the Court, the parties, and counsel were alike under to the laborious, the prolonged, and valuable aid the Lord Justice Turner had bestowed on the preparation of the minutes, without which there seemed little hope that the litigation could have been brought to a close.—Lord Justice TURNER briefly acknowledged the compliment; and the winning counsel having joined in a murmur of thankfulness, the Court of Chancery was relieved from its oppressive incubus.—*Times.*

GAOL PREFERRED TO FREEDOM — WORSHIP-STREET. — Emma Ayres, *alias* Spinks, a well-dressed, respectable-looking young woman, was charged with the following strange offence: —A few weeks ago the prisoner, whose personal appearance disarmed all suspicion, took a ready-furnished lodging, from which shortly after the carpet was missing. She was charged at this court with making away with it, acknowledged she had pledged it, and was summarily convicted and sentenced to three months imprisonment. In consequence of the incarceration of its mother, it became necessary to do something with the prisoner's illegitimate child, and the union officer was desired to communicate with the prisoner in gaol, that information might be obtained as to her place of settlement. He therefore made inquiry for Emma Ayres at the prison, and was introduced to a woman who responded to that name, and acknowledged she had been sentenced to three months' imprisonment for the carpet; but she displayed such hesitation, and her account of her former life and settlement was so inconsistent with what had been previously learnt, that a suspicion of something wrong was excited, and, the woman being in consequence subjected to a close questioning, the result of her very unwilling answers was the discovery that while in custody at this court—this woman being under a sentence of only seven days for disorderly conduct or some such slight offence—the prisoner Ayres was also locked up in the women's cell, and, the two women getting into friendly conversation, they ultimately agreed, for their mutual convenience, to exchange names and sentences. It was impossible for the officers of the gaol to know either woman from the mere commitments, and as no prisoner would generally take a longer term of imprisonment than he or she could help, a sufficient guarantee is mostly obtained against false personation; both women therefore, when they answered to the commitments, were received for what they appeared to be, and at the end of the seven days for which the other woman Matthews, was sentenced, Ayres, who had passed by that name, was discharged in due form, while Matthews willingly remained to complete the three months of Ayres. On asking her motive for voluntarily inflicting upon herself such a long term of needless punishment, it turned out that she was a woman in distressed circumstances, and, being far advanced in the family-way, with no prospect of being properly attended to in her confinement, she was glad to make this arrangement with the prisoner, to insure those medical and other comforts so indispensable at such a critical time. The prisoner was recommitted for the remainder of her term.

RE RICHARDS, AN ATTORNEY.—In this case a rule had been granted to strike an attorney, named Thomas Francis Richards, off the roll of this Court, upon the ground that he had been convicted of embezzlement in May, 1856, before the Assistant-Judge at Westminster.—Mr. Sarjeant Pigott and Mr. Huddleston now appeared to show cause against the rule.— Lord *Campbell:* If the judgment remains unreversed, is he to remain one of the officers of this Court?—Mr. Serjeant *Pigott* submitted that the question for the Court, in the exercise of its discretion, was, whether, under all the circumstances, it would be safe to allow him to remain.—Lord *Campbell* said it was a fixed rule in such a case for the party to be struck off the roll; it would be unbecoming that such a person should be allowed to appear to be on the roll.—Mr. Serjeant *Pigott* submitted that it was a question for the discretion of the Court, under the circumstances.—Lord *Campbell:* Not where a judgment of felony stands unimpeached.—Rule absolute.

WINDING-UP UNDER THE JOINT STOCK COMPANIES ACT, 1856. — At the Court of Bankruptcy, on Thursday, *In re The London and Birmingham Iron and Hardware Company* (Limited), the first application was made for an order to wind up a joint-stock company under the provisions of the Act of 1856. The Commissioner considered sufficient evidence had been produced to warrant his directing the company to be wound up, and made the order accordingly.

RE NEIL MORRISON, INSOLVENT.—Application was made to have the petition dismissed, as the insolvent did not wish to be heard.—The Commissioner refused the application, observing that it was time some steps were taken to prevent the abuse of the Protection Acts by persons filing petitions without any intention of proceeding upon them.

ROYAL BRITISH BANK.—At the Court of Bankruptcy, on Monday, Mr. Linklater said, there appeared to be some apprehension in the mind of the public that the examinations of the directors and officers of the bank had been without object; but he trusted they would not be without beneficial result. He believed there was already quite sufficient upon the records of the court to insure a certain conviction if a prosecution were instituted. It remained with the Government alone to determine who should be the objects selected for the punishment which undoubtedly some of the persons implicated in the inquiry merited. It was the opinion of more than one of the profession that the disclosures which had taken place in the court showed abundantly sufficient ground for instituting a criminal prosecution, and that the law was adequate for the purpose.

THE NEW SCALES OF CHANCERY COSTS.—In the case of *Reade* v. *Bentley*, heard a few weeks ago by V. C. *Wood*, the plaintiff's solicitor certified that the value of the property in dispute was under £1000, in order to bring the case within the lower scale of charges fixed by the new Orders. The case arose out of an agreement between a well-known novelist and equally celebrated publisher, and the question was, whether a contract for the publication of a certain work amounted to a disposition of the copyright. The Vice-Chancellor thought that the case came within the higher scale of costs, as it was not one of the cases specified by the Orders as subjects of the lower scale.

We understand that a determination has been taken to admit English barristers to practise as barristers and attorneys in the Canadian Courts. The only condition imposed will be that of unexceptionable character.

Recent Decisions in Chancery.

BOND DEBT—STATUTES OF LIMITATION—PAYMENT OF INTEREST BY TENANT FOR LIFE—"PARTY LIABLE" WITHIN THE 5TH SECT. OF THE 8 & 4 WILL. 4, C. 42—CONSTRUCTION OF "CHARGED UPON," AND "PAYABLE OUT OF," LAND WITHIN THE 40TH SECT. OF THE 3 & 4 WILL. 4, C. 27.

Roddam v. *Morley*, 5 W. R. 510.

The operation of the Statutes of Limitation upon bond debts has been very fully discussed in this case, which was originally heard before *Wood*, V. C., and subsequently on appeal, by the Lord Chancellor, assisted by *Williams* and *Crowder*, JJ. The decision of the Appellate Court—the judgment of the Lord Chancellor coinciding with the joint opinion of the common law judges —may be considered as settling the law upon this important subject, although the decision of the Vice-Chancellor has been reversed on the main point. The questions involved were simply, first, whether a payment by a tenant for life, under the will of a person who had given a bond, was sufficient to prevent the bar of the statute; and, secondly, whether a bond debt was a charge upon land, or, in the words of the 40th section of the 3 & 4 Will. 4, c. 27, was "charged upon, or payable out of, any land," within that section. On the latter question — on which there is no express authority—all the learned judges fully agreed. "A bond," said *Wood*, V. C. (4 W. R. 348), "was no charge upon land; it simply gave to the creditor against the heir* a remedy which had been extended against the devisees, the property being in their hands." It was not necessary for the Court of Appeal expressly to affirm this part of his Honour's decision, as

* On this point, see the valuable observations of the Lord Chancellor in *Morley* v. *Morley* (4 W. R. 76), where his Lordship discusses historically, and enters very fully into the nature of the rights of the bond creditor against the descended and devised lands of the obligor.

the Vice-Chancellor's decree was reversed upon the other question; but the Lord Chancellor and the common law judges all fully concurred with the Vice-Chancellor on this point. The other question resolves itself into two: first, whether payment of interest by the tenant for life was an acknowledgment made "by the party liable by virtue of such indenture," within the meaning of the 5th sect.? and secondly, if it was, what were its consequences (if any) as against the devisees in remainder? *Wood*, V. C., held that an acknowledgment by the tenant for life was an acknowledgment within the section, but that it preserved the remedy of the creditor, by virtue of the statute, against such party only, and did not set free the creditor's right of action generally. Mr. Justice *Williams*, in his opinion, in which Mr. Justice *Crowder* concurred, thus states the test for discovering who is the party liable within the 5th section:—"It is obvious, we think," said his lordship, "that any party who could plead the limitation given by the 3rd section to an action brought against him on the bond, is capable, under the description of the party liable in the 5th section, of making an acknowledgment so as to prevent the operation of the 3rd section in his favour. The devisee for life, if sued on the bond jointly with the heir, might plainly take advantage of the 3rd section, and plead separately, that twenty years had elapsed since the cause of action; and to such a plea it would be a good replication to state an acknowledgment by him under the 5th section within twenty years." The Lord Chancellor considered that it could never have been contemplated by the Legislature that an acknowledgment must have been made by all the parties liable, in order to be effectual against any. It was, therefore, held on appeal that the tenant for life was capable of making an acknowledgment within the 5th section to prevent the bar of the statute; and as to the consequences of such acknowledgment, it was held to set free the right of action generally against all the devisees, and not only against the party who actually made the acknowledgment.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE.

Ford v. *Heely*, 5 W. R. 516.

In *Corder* v. *Morgan* (18 Ves. 344), a case which is well known to conveyancers, Sir *William Grant* decreed specific performance against a purchaser under a power of sale in a mortgage deed, without the concurrence of the mortgagor, though the mortgagor was under a covenant to the mortgagee to join in the conveyance. His Honour was of opinion that the covenant whereby the mortgagor undertook to join was a mere contract between the mortgagor and mortgagee, to the benefit of which the purchaser was not entitled, there being nothing in the nature of the contract between the mortgagee and the mortgagor, which prevented the latter giving, and the former exercising, the power of sale. Such a case does not often occur in practice; though many questions arise as to the construction of powers of sale, or the manner in which they are to be exercised by mortgagees. In *Ford* v. *Heely* the mortgage contained a power of sale by the mortgagee in default of payment of principal and interest, or any part, first giving three months notice to the mortgagor; and the purchaser was to be relieved from the necessity of inquiring, and from any liability in the event of his not inquiring, as to the circumstances of the sale. The mortgagee contracted to sell before three months expired since notice was given to the mortgagor; and it appeared that the mortgagee had taken an authority from the mortgagor, by a separate instrument, dispensing with the necessity of notice, the mortgagor, however, having previously conveyed his estate for the benefit of creditors. The purchaser refused to complete his contract, and the vendor filed his bill for specific performance.

STUART, V. C., did not impeach the law as laid down in *Corder* v. *Morgan*; but he considered that there could be no valid contract for sale by the mortgagee until the event happened upon which the power arose; the event including, according to his Honour's view, not only the default in payment, but the expiring of the term of notice; notwithstanding that the power stated in express words, that it was the clear intention of the parties to enable a sale to be made of the mortgaged premises by the mortgagee alone, whose receipt was to be a good discharge for the purchase-money. The Vice-Chancellor, therefore, was of opinion that the question as to the concurrence or non-concurrence of the mortgagor was not at issue. It would appear, that, if it had been, the Court would have decreed specific performance, even though, at the expiration of the three months, the mortgagor had refused concurrence; but the three months notice not having been completed, specific performance was not decreed at the hearing, but the decree was merely that the plaintiff had a right to have the title investigated, further consideration being adjourned.

OBLIGATION TO DISCLAIM—COSTS.

Re Primrose's Settlement, 5 W. R. 508.

This was a case which ultimately went off on a question of jurisdiction under the Trustee Act, but not before it had elicited from the Master of the Rolls a very emphatic declaration on a point of great practical importance. It very frequently happens, that persons about whose title to property no doubt exists, are unable to assert it effectively without obtaining a disclaimer from others who have no real interest, but whose concurrence is necessary to enable the true owner to deal with the property. Until the present decision no very explicit authority existed as to the duty of disclaiming in such a case, and the mode in which the Court would enforce it. The circumstances of the case raised the question in a simple form. One of two trustees of stock had become bankrupt, and been convicted of felony, and his place had been supplied by a new trustee, regularly nominated under a power in the settlement. As the Bank never recognises trusts, a transfer of the stock could not be obtained without the consent of the bankrupt trustee, and a disclaimer from his assignees. The parties interested accordingly applied to the assignees to sign a disclaimer, but they, although they did not actively dispute the fact of the stock being held on trust, refused to sign the requisite disclaimer. A petition for a vesting-order thus became necessary, and the petitioner prayed that the assignees might pay the costs occasioned by their refusal to disclaim. In the first instance, the question whether there was any jurisdiction under the statute to give costs against the assignees was scarcely touched, and the Court decided against them on grounds which have a very wide application. The following passage from the judgment lays down the principle applicable to all such cases:—"The general question involved is one of great importance, and applies, not merely to assignees, but to all members of the community. Where property is so circumstanced that the beneficial owner cannot get it without some act by a stranger, which involves no risk or responsibility on his part, in such a case the Court will not permit him to say, 'I make no claim, but I will create every passive obstacle which I can. I will make no adverse claim, but I will do nothing to assist your rights.' If such passive resistance drives the rightful owner to this Court, and his application is solely rendered necessary thereby, I take the rule to be, that the person creating such obstruction must pay the costs."

Ultimately it was held that in this particular case the Court had no jurisdiction to give the costs against the assignees; but in stating this conclusion his Honour distinctly adhered to the general observations on which his judgment had first been given, and which are embodied in the passage above cited. The case, therefore, loses nothing of its importance by the final result, and will be a valuable authority in the many cases which occur in actual practice, where persons, who have no beneficial interest, refuse to give proper and necessary aid to those who are the rightful owners of the property which has to be dealt with.

PRACTICE—REVIVOR—NEXT FRIEND.

Trezevant v. *Broughton*, 5 W. R. 517.

This case affords an illustration of the liberal spirit in which the Court now deals with the 52nd section of the Chancery Improvement Act. A feme sole plaintiff, in a suit relating to property settled to her separate use in the event of marriage, married before decree. Under the old practice a bill of revivor would have been necessary; but the Court made an order under the statute, not only to revive the suit against the husband, but to enable the plaintiff to name a next friend by whom to prosecute the cause.

Cases at Common Law specially Interesting to Attorneys.

SALE OF GOODS — LAW AS TO THE MAXIM OF CAVEAT EMPTOR.

Hall v. *Conder*, 5 W. R., C. P., 491.

This was an action for the breach of an agreement respecting a patent, and is here noticed on account of the incidental statement in the judgment of the Court of the law upon a very interesting point, which, strange to say, has, until compara-

tively recent times, remained in some degree of obscurity. It is, as to whether, on sales, a warranty, either with regard to title or quality, is implied; and if either, to what extent? Upon this topic, Mr. Justice *Williams* thus expressed himself: "With regard to the sale of ascertained chattels, it has been held that there is not any implied warranty of either title or quality, unless there are some circumstances beyond the mere fact of a sale from which it can be implied. The law on this subject was fully explained by *Parke*, B., in giving the judgment of the Court of Exchequer in *Morley* v. *Attenborough* (3 Exch. 500), which, as far as *title* is concerned, he thus sums up: 'From the authorities in our law, to which may be added the opinion of *Tindal*, C. J., in *Ormerod* v. *Huth*, it would seem there is no implied warranty of title on the sale of goods; and that, if there be no fraud, a vendor is not liable for a bad title, unless there is an express warranty, or an equivalent to it by declaration or conduct; and the question in each case, where there is no warranty in express terms, will be, whether there are such circumstances as to be equivalent to such a warranty.' The law is quite as firmly established, that, on the sale of a known ascertained article, there is no implied warranty of its *quality* (*Chanter* v. *Hopkins*, 4 Mee. & W. 399); but there is another class of cases in which it has been held, that a party is not bound to accept and pay for chattels unless they are really such as the vendor professed to sell and the vendee intended to buy, of which *Young* v. *Cole* (3 Bing., N. C., 724), and *Gompertz* v. *Bartlett*, are strong instances; in the latter case, Lord *Campbell* says, it is precisely as if a bar was sold *as gold*, but was in fact brass, the vendor being innocent."

INTERPLEADER ISSUE—JUS TERTII, WHEN AVAILABLE AS A DEFENCE.

Green v. *Stephens*, 5 W. R., Exch., 497; *Edwards* v. *English*, Id., Q. B., 507.

In both of these cases a question arose as to whether the defendant in an interpleader issue may defeat the claimant by setting up *jus tertii*. In the first of them, the goods in question had been seized under a *fi. fa.* on a judgment obtained by the defendant against one C. S., and they were claimed by the plaintiff as landlord; the issue directed being, "Were the goods seized the goods of the plaintiff as against the defendant?" The defendant set up, as an answer to this claim, the ownership of a third party in the goods; but it was held, that, *as between the defendant and the landlord*, the latter was entitled, and that the real ownership was immaterial for the decision as to this point, as the landlord was entitled to the actual possession, and was therefore able to maintain his side of the issue.

In the second case (*Edwards* v. *English*) the issue was, whether certain goods claimed by the defendant, as execution creditor, belonged to him or to the plaintiff, who claimed as assignee under a bill of sale from one H. On the trial the defendant set up as an answer to such claim a previous bill of sale to another person, which (not having been registered under 17 & 18 Vict. c. 36) was void as against the creditors. It was held that such bill was no answer to the claim.

Both of the above cases should be carefully distinguished from *Gadsden* v. *Barrow*, 9 Exch. 514, with which, at first sight, they seem to clash. There it was held competent for an execution creditor, made defendant in an interpleader issue, to set up the title of a third party, and defeat the claimant by establishing a prior bill of sale of the goods in question to such third party, upon the claimant's proving they had been assigned to himself. But this case differs from the first of the cases we have mentioned above, in the circumstance that the prior bill of sale was a valid one *in omnibus;* and it differs from the second, in the nature of the issue directed, which was not whether the goods in question were the goods of the claimant as against the execution creditor (as in *Green* v. *Stephens*), but whether the claimant was or was not entitled to the goods.

PRIORITY OF EXECUTION—LEVARI FACIAS, LAW AS TO.

Sturgis v. *The Bishop of London*, 5 W. R., Q. B., 499.

The question in this case was, in effect, whether the rule of law which requires a sheriff who has different writs of *fi. fa.* in his hands to execute them in point of priority, according to the dates at which they were delivered to him *to be executed*, and not according to the dates they bear, applies to writs of *levari facias* delivered to the bishop with a view to the sequestration of the profits of a benefice. It was held that the rule applied equally to both species of writs.

CONTRACTING AS AGENT WITHOUT AUTHORITY—DAMAGES, HOW ASSESSED.

Simons v. *Patchett*, 5 W. R. 500.

This was an action much resembling *Collen* v. *Wright*,* noticed in our last number, being brought against the defendant on a contract he had entered into with the plaintiff, that one R. would buy from him a ship at a certain price—the defendant *bonâ fide*, but by mistake, supposing himself to have the required authority. The question in this case was, as to the principle on which the damages should be assessed in such actions, and the general rule was laid down by Lord *Campbell*, that they ought to be equal to the loss which naturally flows from the breach of contract. Hence, in the present case, the defendant was held liable both for certain expenses the plaintiff had incurred on the ship on the strength of the contract, and also for the difference between the price contracted for and that at which the plaintiff actually sold her.

HIGH BAILIFF OF COUNTY COURT — ACTION AGAINST FOR ACTING AS ATTORNEY IN A PROCEEDING IN THE COURT.

Warden v. *Stone*, 5 W. R., Q. B., 501.

This was an action for a penalty of £50, under 9 & 10 Vict. c. 95, s. 30, brought against the high bailiff of the County Court at Lancaster, for having been concerned as attorney or agent for certain parties in a proceeding in the Court—viz. by applying to the judge for, and issuing, a warrant under 14 & 15 Vict. c. 52, to arrest an absconding debtor. The trial took place at Liverpool, and the plaintiff had a verdict, but leave was reserved to the defendant to enter a nonsuit, if the proceeding in question should be held not to be "a proceeding in the county court" within the meaning of the above section.

The Court said (without calling on the counsel for the defendant) that it could not be considered such a proceeding, inasmuch as, though one in which the county court judge is authorised to do an act, he does it only as a special commissioner under the Act of Parliament, and not as a county court judge; the proceeding was ancillary merely to the *capias ad respondendum* in the superior court, and was had *in camerâ* only, not *in curiâ*.

It may be observed, that in the recent case of *Pybus* v. *Gibb*, 26 L. J., Q. B., 41; 5 W. R., Q. B., 44, the Court held that the effect of the Absconding Debtors Act, giving power to the judge to grant warrants for their arrest, taken in connection with the other legislative provisions tending to increase the jurisdiction of the courts and the responsibilities of their officers, operated so as to prejudicially affect the liability of their sureties, and consequently to absolve them. This case was pressed upon the court as an argument that the action against the high bailiff was maintainable; but they held that the two decisions were perfectly harmonious.

ARTICLED CLERK—SERVICE UNDER UNSTAMPED ARTICLES—AFFIXING STAMP ON PAYMENT OF A PENALTY.

In re Welch, 5 W. R., Q. B., 505.

This was another application under 19 & 20 Vict. c. 88, for service of a clerk to be allowed to count from the date of his articles, though they had not been stamped till after the service under them had expired, and, consequently, no affidavit of execution had been filed, as required by 6 & 7 Vict. c. 73, s. 8. It appeared by the affidavits, that the applicant, who had been articled to his father, had left it to him to get the indenture stamped and inrolled; and it was alleged by the father, that immediately after his son had been bound to him, he fell into pecuniary difficulties, which he did not name to his son, who continued to perform the duties of the office for five years. The Treasury had allowed the articles to be stamped on payment of the penalty. Lord *Campbell* said: "Under the special circumstances of the case, we will allow the application." But the Court again repeated the warning given by Mr. Justice *Erle*, in *Ex parte Williams* † (5 W. R., B. C., 376), that the late Act was not intended to give parties a right to have their articles stamped whenever they pleased.

BASTARDY ORDER—EFFECT OF ATTORNEY APPEARING WITHOUT AUTHORITY.

Regina v. *Higham*, 5 W. R., Q. B., 507.

A rule had been obtained to set aside an order of affiliation on three grounds:—1. That, at the hearing of the case before the magistrates, the party charged had been represented by an attorney whom he had not authorised to appear on his behalf.

† See No. 18, p. 420.
* See No. 11, p. 270.

2. That the residence of the mother of the bastard was insufficiently described in the order in question. 3. That it did not appear from the order, that the evidence had been taken in the presence of the party charged, or of any attorney duly authorised to appear for him.

The Court discharged the rule, but amended the statement of the residence of the mother under the 12 & 13 Vict. c. 45, s. 7. And they appear to have considered the cause shown against the rule (so far as regarded the first and third grounds above stated) sufficient—viz. that, the summons having been served, it was immaterial that the attorney appeared without the defendant's sanction, or that the evidence had not been taken in his presence; and that the party would be left to his remedy, if any, against the attorney, for such unauthorised interference. (See the case of *Bayley* v. *Buckland*, 1 Exch. 1, as explained in Lush's Pract., 2nd edit., p. 186).

Professional Intelligence.

Candidates who Passed the Examination.

Easter Term, 1857.

Names of Candidates.	*To whom Articled, Assigned, &c.*
Acton, Thomas Bennion	John Edward Towne; T. Edgworth
Arnold, Henry	Philip Rose
Bainton, Henry William	Jas. Baker Bainton; John England
Baker, Malachi Blake	John Baker
Barrett, Robert Bigsby Tucker	William John Barrett
Batte, William Dones	Henry Vickers
Bayley, Edward D'Oyly	Wm. Bayley; H. Barnes; J. Dodds
Berridge, Thomas	Sommersby Edwards
Bockett, John Symonds	Daniel Smith Bockett
Bowling, Henry Paulson	Samuel Edwardes
Bradford, Henry William	James Templer
Brodie, Alexander, B.A.	Edward Walker
Bygott, Robert	William Hilliard Goy
Chandler, Samuel, jun.	Joseph Charles Shebbeare
Clarkson, Thomas	Alexander Baldwin
Cobbold, Henry Chevallier	Alfred Cobbold
Cook, Robert Allen, B.A.	Robert Cook
Copping, Samuel	Charles Stroughill
Crawley, George Baden	George Abraham Crawley
Danks, Tom	John Wadsworth
Davies, Corbet	Jonathan Scarth
Daw, John, jun.	John Daw
Dawson, Richard Henry	Richard Dawson
Doughty, John	Herbert Sturmy
Eaton, George	Edward Sidebottom
Edwards, J Copner Wynne, M.A.	Samuel Edwardes
Ellis, Robert Parton	Robert Ellis
Finch, John Parkinson	Charles Augustin Smith
French, Henry	Henry John Whitehead
Fricker, Frederick Robert Augustus	Henry Bedford
Galindo, Alfred Miles	Percy Galindo
Grantham, George	John Sidney M'Whinnie
Hall, Robert	Edmund Baxter
Harris, William	John George Galloway Radford
Hawkins, Francis Goodlake	Richard B. B. Hawkins; J. T. White
Hayton, Joseph	Edward Bowe Steel
Hebb, Henry Kirke	Joseph Moore
Hett, Roslin	John Hett; George Bower
Hill, Henry, jun.	Henry Hill
Horton, John Robeson	Thomas Scott
Hullett, John	William Roberts, jun.
Jenkins, George Appleby	Edward John Boulderson Rogers
Jones, John	George Cutler Parker; Jno. Lewis
Jones, Theophilus Edward	Frederick Copley Hulton
Kimberley, William	Lawrence Pemberton Rowley
Ledsam, William	Clement Ingleby
Makinson, Charles	John Makinson
Marsh, John William	Charles Stanhope Burke Busby
May, William	James Townley
Middleton, Henry Samuel	John Elliot Wilson
Minster, Oliver	Robert H. Minster; E. K. Blyth
Morton, James, jun.	Edward Key; John Phipps Sturton
Nevill, William Henry	John Buck Lloyd
Norton, Francis	Louis Norton
Norton, Francis Douglas Fox	John Ralph Norton Norton
Philipson, Hilton	Wm. Lockey Harle; R. P. Philipson
Prall, John Thomas	Richard Prall
Press, John Latham	Edward Palmer Clarke
Preston, Thomas Sansome	Stephen Pilgrim
Purkis, Henry Wakeham	Clement Francis
Robinson, Brooke	William Robinson
Ross, Walter Bullar	Simon Batley Jackaman
Ryan, Arthur Compton	Joseph Bebb
Satchell, Theodore	John Satchell
Saunders, Edward George	Henry Saunders, sen.
Scarlett, Frederic	Richard Scarlett
Sers, Peter	William Thomas Manning
Sharp, William	John Urmson
Skeet, Robert	Anthony Atkinson, jun.
Slack, James Hervey	Edward Waugh
Slann, Thomas Holloway	James M. Webb; Geo. Wilkinson
Smith, Samuel	John Walker
Spurr, Henry Allan	George Pearson Nicholson
Sugden, John, jun.	George England
Tasker, Frederick Talbot	Frederic Talbot
Tatham, Meaburn Smith, B.A.	Robert Brotherson Upton
Taylor, Henry	Eldred Harrison; Thomas Harrison
Thurstans, John Frederick	William Thorne
Waistell, Charles	Charles Stockdale Benning
Walsh, William Henry	William Sale
Watney, John, jun.	John Druce
Watson, John Walter	Thomas Steed Watson
Watson, Thomas Adam	Benjamin Terry
Whitehead, Arthur	Robert Sankey
Wilkinson, Walter Meacock	Josiah Wilkinson
Willis, Robert, jun.	George Hensman
Winckworth, Lewis	Henry Thomas Young
Wood, Edward Negus	John Wood, jun.; Sayers Turner

Examinations at the Incorporated Law Society.

Easter Term, 1857.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended as deserving of equal honorary distinction the following gentlemen:—

Henry Kirke Hebb, of Lincoln, who served his clerkship to Mr. Joseph Moore, of Lincoln, and Messrs. Scott, Tahourdin, and Shaw, of Lincoln's Inn Fields.

Walter Bullar Ross, of Ipswich, who served his clerkship to Mr. Simon Batley Jackaman, of Ipswich, and Messrs. Aldridge and Bromley, of South Square, Gray's Inn.

William Henry Walsh, of Oxford, who served his clerkship to Mr. William Sale, of Manchester, and Messrs. Pownall, Son, and Cross, of Staple Inn, Holborn.

The Council of the Incorporated Law Society have accordingly awarded a prize of books to be presented to each of those candidates.

The examiners have also certified that the following candidates passed examinations very little inferior to those who have been reported for prizes:—

Henry William Bradford, of Westmeon, Hampshire, who served his clerkship to Mr. James Templer, of Bridport, and Messrs. Clowes, Son, and Hickley, of King's Bench Walk, Temple.

Henry William Bainton, of Beverley, Yorkshire, who served his clerkship to Mr. James Baker Branton, of Beverley, and Mr. John England, of Beverley and Hull, and Mr. James Sidney Hargrove, of Lincoln's Inn Fields.

Thomas Berridge, of Melton Mowbray, who served his clerkship to Mr. Sommersby Edwards, of Long Buckby, and Mr. George Capes, of Field Court, Gray's Inn.

John Lasham Press, of Hingham, Norfolk, who served his clerkship to Mr. Edward Palmer Clarke, of Wymondham, and Mr. John White, of Barge-Yard Chambers, Bucklersbury.

By order of the Council,

Robert Maugham, Secretary.

Law Society's Hall, 7th May, 1857.

Correspondence.

DUBLIN.

(From our own Correspondent.)

Trial by Jury.

The non-attendance of jurymen at the *Nisi Prius* sittings is a growing evil, to which at last the serious attention of the judges is becoming awakened; and more stringent measures will probably be resorted to to compel the discharge of a duty which is habitually neglected by the majority of those who are bound to perform it. Jurors are so hardly to be found, that the sheriff's officer is frequently obliged to rush into the public thoroughfares in search of parties who will consent to enter the box; and he thinks himself fortunate if he catches some stray jurymen without a large amount of search and trouble. A few days since the Barons of the Exchequer delivered their sentiments on the subject, in a case where a motion had been made to set aside a verdict on the ground of irregularity in the mode of filling the jury box. To give the full particulars of the case would not be quite fair, inasmuch as serious charges were made against the sheriff's officer, which were disproved on oath by that functionary, and were not substantiated in the opinion of the Court. Some observations, however, which fell from the bench may be transcribed here, as they are of general application, and may tend to check an increasing malpractice. The Chief Baron, in referring to the course taken to complete the jury, stated that there was a set of persons known to the sheriff's officer, who were ready, and even anxious, to attend and perform the functions of *tales* men when they were required. It was

not for the interests of justice that such a class should exist, as a class, to furnish those who were to serve on juries. The law contemplated the selection of juries in the manner prescribed by the Act of Parliament, from those placed in the sheriff's books, with a view to competency and impartiality. If, however, there were a class of persons waiting on the proceedings of courts of justice, and desirous of coming in to derive the small emoluments arising from the office, exposed as that class were to great temptations, he could not approve of such a practice. Baron *Pennefather* strongly censured the sheriff's officer for collecting jurymen from the bystanders, as it did not appear on oath that he had summoned the entire forty-eight persons whose names were on the panel. Baron *Richards* complained much of the limited number of persons whose faces were seen again and again in the box; and stated that the larger share of *Nisi Prius* business was in fact transacted by a small knot of jurymen.

The practical result of these severe observations from the learned Barons will probably be, that the leniency which has heretofore prevented fines from being regularly imposed on absent jurors, will give way to a wholesome strictness in this particular. If good round penalties are enforced punctually, there will be no longer reason for complaint.

One of the strongest reasons why a jury box should not be occupied again and again by the same jurors, is suggested by the stories current in Dublin as to the influence acquired by certain leaders at *Nisi Prius* over the minds of some of these professional jurors. Some passages from the *Freeman's Journal* of yesterday, *apropos* of this subject, may be appended:—

"Any person tolerably familiar with *Nisi Prius*, knows that three-fourths of the verdicts, in common jury cases, are found by a select class whose faces are as familiar as those of the presiding judges. The leaders of the *Nisi Prius* bar take advantage of this old acquaintance. They wink—they nod—they assume the wreathed smile, the indignant frown, or the wheedling compliment, just as either may suit the peculiar tempers to be operated on. You could not, for a moment, mistake the identity of these fortunate administrators of justice. There they are from year to year, and from term to term, trying the half-a-dozen or dozen cases each day, and dividing between them, at the end, the grateful spoil. This transfer of justice to a select few arises, in a great degree, from the reluctance of traders to waste time, which might be more profitably employed, in the four courts. They take their chance of a fine to escape confinement in a jury box. Hence the duty of trying cases devolves on a select body, who are always present to answer to their names on the panel, or to fill up the *tales*. They are in the Hall, or in the galleries, or the passages, waiting for a new jury to be called, and ever at hand to prevent the frustration of justice by their anxious solicitude to enter the box. It is not about the twelfth of a guinea they care. They have at heart rather the public interests than the humble proportion of the fee which falls to each. This practice may turn out a smart class of common jurors, but it leads to many inconveniences. We have heard the verdicts of Dublin common juries in doubtful cases much complained of. The defeated party, of course, will complain under any circumstances; but it is nevertheless a fact, that many verdicts are open to censure from the character of the juries, which have not sufficient intelligence to sift complicated facts and draw just conclusions from contradictory evidence. Dublin should afford the highest class of jurors, common and special; and if men would only accept a little of that trouble which trial by jury necessarily imposes, and answer to their names when called on the panel, they would discharge very important duties to the community—duties of which they should be rather proud than anxious to evade, for the jury box is a fine school of discipline for the free citizen—and instead of having our most valuable rights determined by men of straw, we should have confidence in verdicts found by men of practical knowledge, intelligence, and judgment."

CHANCERY—ROSSBOROUGH *v.* BOYSE.

This long contested and very extraordinary case re-appeared in the Lord Chancellor's list yesterday. It will be remembered that landed estates to the value of over £10,000 a year, as well as personal property of very large amount, were all devised by the will of the late Cæsar Colclough, of Tintern Abbey, county Wexford, to his wife (now Mrs. Boyse, the defendant), and after that lady had been in peaceable occupation and enjoyment for several years, it came into the heads of some collateral relatives of the deceased to dispute the validity of the will, on the ground of alleged "undue influence" exercised over the testator by his wife. After some litigation an issue was directed, and, after a protracted trial at the Assizes, a verdict was obtained setting aside the will. A new trial was sought for, but the Lord Chancellor refused to grant it, and put the plaintiff Rossborough in possession of the estates. Subsequent orders have been obtained, the result of which has been to impound in the Court of Chancery a very large amount of money, representing the mesne profits of the estates. The entire case was brought before the House of Lords last year, and in March last a luminous and comprehensive judgment was pronounced by L. C. *Cranworth*, varying the decree of the Lord Chancellor of Ireland, defining with more exactness than had before been attempted the nature and limits of "undue influence," and intimating a strong opinion as to the validity of Mr. Colclough's will. The result now is, that a new trial has been directed, and the cause remitted to the Lord Chancellor here, to give such directions as to changing the venue, or otherwise, as he may think fit.

The *Solicitor General*, with *Brewster*, Q. C., and *Lawson*, Q. C., now appeared for the defendant, and sought for an order restoring Mrs. Boyse, the devisee, to the possession of the estates, and directing the plaintiff to refund the rents received by him, &c. *Whiteside*, Q. C., and *Fitzgerald*, Q. C., opposed any such order being made before the new trial should take place; which will probably be in about two months.

The LORD CHANCELLOR said that the reversal of his decree rendered it necessary that he should direct a new trial of the issue, and that the defendant must be restored to the possession of the estates. Until the final determination of the case, however, no account would be directed as to the mesne rents and profits enjoyed by Rossborough.

An application was also made this day on behalf of the plaintiff to have the venue changed from Wexford to Dublin. The arguments had not, however, concluded when the Court adjourned.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—While admitting, as freely as any of the Commissioners are disposed to assert it, that some change is necessary in either the principles or the practice of conveyancing, I have been somewhat startled at finding, that in their Report, instead of boldly meeting and explaining their views on what I may characterise "the hinge" of their plan (namely, the mode of indexing), the Commissioners have shirked the matter by saying, in paragraph 80, "A provision which it is most important to attend to is the mode of indexing the property registered; *this must be left to a great extent to the registrar.*"

Now, it appears to me, that on the practical nature of the index or indexes depends *entirely*, and not partially, the usefulness and success of the plan the Commissioners recommend. They tell us, that they seek to make the title to real property as simple as that, to stock, and they then proceed to propose a registrer of the title to land similar, according to their account, to the register of title which already exists in respect of the public funds.

But how it is possible to apply such a system of registry to land I cannot, for the life of me, conceive; and her Majesty's Commissioners, from their silence on the subject, would seem to be in a similar state of darkness and ignorance. They tell us indeed, at great length, what *ought to be* registered, but not one single word as to how it is to be done.

Under these circumstances, it appears to me to be almost futile to attempt to comprehend the plan; but as some of your readers who are supporters of it may perhaps have greater powers of comprehension than the writer, I would ask of them an explanation of the course to be pursued under the following circumstances:—

Suppose A. B. to be the owner in fee-simple of a farm of 500 acres and a number of detached cottages, situate in the parish of C., in the county of D.—Is the principle of the registry of stock to be applied, and the property indexed to A. B.? or is the principle of the ship registry, and A. B. to be indexed to the property? How is an intending purchaser to search on the register for the ownership of such property in the case of A. B. having lost or mislaid his certificate of registry, or (even supposing that he had not been so careless) what is there to assure the purchaser that no other person is registered as owner of the same property? in short, how is the security, which the debtor and creditor system of entry adopted with regard to stock affords to a purchaser, possibly to be applied to land?

These are matters as to which it would have become the learned Commissioners to have afforded some little information, the fact being, as cannot be too often repeated, that it is not the *principle* of registration which needs so much to be explained and enforced, as the *manner* in which that registration is to be carried out.

With reference to the unlimited powers proposed to be bestowed upon the registrar, I should think it is unlikely that Parliament will be willing to confer them upon a person who must of necessity be irresponsible; but, granting the willingness of Parliament to do so, I would ask where, in the wide creation, the individual is to be found who could perform the Herculean duties of examining into each individual case, and deciding upon the best and most practicable plan of indexing it so as to disclose to all the world simply and effectually the dealings by way of sale, mortgage, or lease of all sorts of parts, shares, and proportions which day by day occur in the most trivial properties.

When these matters are explained the Commissioners may expect a more general adhesion to their plan; but in the mean-

time I cannot help thinking that it is crude and undigested, and made by persons who have not much practical acquaintance with the difficulties with which they propose to deal; and on referring to the names of the Commissioners, I find that, with the exception of Mr. Wilson and Mr. Cookson, this remark applies. Whether either of these gentlemen is the one mentioned in the last paragraph of the report, I am unaware; but I hope, whoever he may be, he will give to the world his reasons for his non-concurrence. I am, Sir, your obedient servant,

5th May, 1857. A CONVEYANCING CLERK.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I think it but right to point out an anomaly which exists in the practice of attorneys appearing in the Insolvent Debtors Court, in Portugal-street, and the Bankruptcy Courts; for you are aware, that, in the former, counsel can only appear for the creditor to oppose an insolvent, whereas an attorney is permitted to appear and oppose in the latter; and I imagine the sooner the distinction is removed the better, for it cannot certainly be less important in the one than in the other. I hope, therefore, you will use your endeavours to remove this obstacle to the appearance of attorneys in both courts equally.

Yours respectfully,

JOHN NURSE CHADWICK.

King's Lynn, May 4, 1857.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In the year 1839 appeared the first volume of "Bythewood's Conveyancing," published by one Sweet, and edited by another.

The promise then made (eighteen years ago), and renewed in a catalogue issued by Mr. Sweet to the profession as recently as last month, is "The remaining volumes will be published as expeditiously as may be consistent with a due regard to accuracy."

Of this edition Vols. 1 to 7, Vol. 9, and Vol. 11, alone have been published: thus not only leaving a book, which is one of the first requisites of a lawyer's office—a collection of conveyancing—incomplete, but greatly lessening the value of what is published, for it is without an index, and so you have to find out, as best you can, any particular point wanted.

Is it too much, after this lapse of time, to remind both editor and publisher that promises raise expectations of performance, and that it is just possible people may come to the conclusion it is wiser to wait until a book is complete ere they buy any portion, rather than chafe under inconveniences of so long a duration.

Law publishers generally, presuming upon the incessant occupation of their subscribers, are not remarkable for a strict punctuality in these things; but it is probably impossible to find a second case to place by the side of this glaring example.

I am, Sir, your obedient servant,

THE SHADE OF BYTHEWOOD.

Review.

Concise Precedents of Wills, with an Introduction and Practical Notes. Second Edition. By J. T. CHRISTIE, Esq., of the Middle Temple, Barrister-at-Law. W. Maxwell, Bell-yard.

It is very well known to professional men that the most fertile of all sources of litigation is the manufacture of inartificial wills. It is curious that the particular class of instruments which involve beyond all comparison more intricacy and difficulty than any others, should be those which schoolmasters, who have picked up a few legal terms which they do not understand, most frequently select to display their legal skill; and it is not at all surprising that the result should be a goodly collection of cases on the exposition of unintelligible wills. Even the most experienced draftsman sometimes breaks down in the attempt to provide for the numerous contingencies which may affect the state of a testator's family by the time when his bounty comes to be distributed; and few can venture, without the aid of carefully studied precedents, to draw a will containing anything beyond the simplest limitations. The marked tendency of the Courts to greater strictness of interpretation renders it now more than ever necessary that the language introduced into a testamentary instrument should be both precise, and accurately adapted to the rules of construction which judicial decisions and statutory enactments have established. But it is not necessary to say much to prove the value of a compact book of concise precedents for wills. As long ago as 1835, a very successful attempt to supply this want was made by two of the most eminent of modern conveyancers, Mr. Hayes and Mr. Jarman; and the value of their contribution to the solicitors' library has been attested, not only by the sale of a series of four editions of their own book, but by the appearance of rival productions devoted to the same object. The first edition of the work which we are now reviewing issued from the press in 1849, contemporaneously with the fourth edition of Hayes and Jarman. The title-page bears a name of not less celebrity in conveyancing matters than those of the joint authors of the earlier work. It is not, however, the veteran draftsman himself, but his son, Mr. J. T. Christie, to whom the profession owes this collection of wills, which has now reached its second edition, and has come out with a large accession of bulk. The convenience of multiplying precedents, so as to have something near to what may in most cases be wanted, will probably induce many practitioners to place "Christie's Concise Precedents" by the side of "Hayes' and Jarman's Concise Forms of Wills." Still, it may not be useless to point out the peculiarities of the two works, so as to enable the solicitor to turn to the one or to the other, according to the nature of the want which he desires to supply.

The two books have been constructed on different principles. The idea of the first was to produce a portable volume of short forms, not copied from drafts, but originated with a view to general applicability, and illustrated by succinct statements of the law upon points of frequent occurrence. Mr. Christie, on the other hand, has adhered to the old practice in precedent books of printing drafts from important wills prepared by conveyancers of the highest eminence, or which have been tested by the scrutiny of many a lynx-eyed lawyer on occasion of actual transactions under the powers which they contain. The advantage of the first system is, that the collection of forms, having been made with reference to the circumstances which most commonly occur, is composed of wills less special in their frame, and more readily adaptable to the requirements of an average testator, than those which are taken from real drafts. Against this, Mr. Christie's plan offers, in some cases, the security which is afforded by the criterion of actual business; while the reliance of the solicitor who uses Hayes and Jarman must be placed on the reputation of the authors, and the extreme care and skill with which every point on the construction and operation of wills is explained in its appropriate place in the foot-notes, which are models of condensation, and all compact of law. The same complete, though brief, analysis of the law, suggested by each particular precedent in the text, is not attempted by Mr. Christie, who has rested his claims more on the forms which he has selected, than on the commentary with which he has enriched them. Notes, however, will be found pretty thickly strewn over his pages; but they consist more generally of practical, and sometimes rather obvious advice, than of exhaustive summaries of legal questions, such as we find in Hayes and Jarman.

We have picked out at random a few subjects on which to compare the principles of annotation adopted by the respective authors of these two serviceable manuals. Here is one example. Each contains a note on certain clauses by which powers are conferred on trustees of allotting portions of land directed to be sold to any of the beneficiaries in lieu of their shares of the proceeds. Mr. Christie's observation is, that "the clause will often be found useful, as without it no secure arrangement could be made for allotting the real property among children, however desirable such an arrangement might be." In Hayes and Jarman we have, as a note to a similar clause, a short reference to certain decided cases on the discretionary powers of trustees. The same sort of contrast is observable throughout. For example, in the page of Christie next preceding that from which we have quoted, is a note to the effect, that, "when an important discretion is reposed in trustees, particular care should be taken in the selection of the persons in whom the testator proposes to repose such confidence"—a piece of undeniably sound advice. Turning, in the same way, to the nearest pages in the other book, we have, just before the note we have mentioned, an elaborate though brief account of the law of conditions in reference to marriage; and, just afterwards, a similar examination of the numerous cases relating to the appointment of new trustees under a power, and the reason for the particular form of the clause selected. Once more, to test our general observations by a particular instance, let us refer to this last subject in the pages of Mr. Christie. We shall find it noticed at page 197, in a general note, not attempting any discussion of the authorities, but impressing on the reader

the importance of this, and also of the other, common trustee clauses. This is, or was, true enough of the new-trustee power, but it happens to be a mistake, though a very harmless one, with respect to the clause which entitles a trustee to reimburse himself his expenses in the trust; the fact being that instead of affording "protection, without which no prudent person would undertake a trust," as Mr. Christie says, it only expresses a right which the trustee would equally enjoy whether the clause were there or not. But we have not referred to this note for the purpose of taking exception to its accuracy so much as to illustrate the principle on which the author has proceeded. Speaking generally, we may say that the notes in this work are didactic; those in Hayes and Jarman legal. Mr. Christie's "Precedents," as we have already stated, are selected; while those in the "Concise Forms" are composed. We may add that each book is preceded by an introduction on the law as altered by the Statute of Wills. These are not less characteristic than the precedents and notes. In the one case it is a systematic *resumé* of the law, fortified with copious references. In the other—that now under review—we find a collection of recommendations, more or less useful and accurate, with a rather rambling discussion of many of the points which have arisen out of the last Statute of Wills. With these observations our readers will be able to judge for themselves, when it will be especially desirable to consult Hayes and Jarman, and in what cases additional aid may be expected from the "Precedents" of Mr. Christie.

Law Amendment Society.

FOURTEENTH SESSION.—THIRTEENTH GENERAL MEETING.

MAY 4th, 1857.

ACTON S. AYRTON, Esq., M.P., took the Chair at eight o'clock.

George Gatton Hardingham, Esq., was ballotted for, and elected.

Mr. E. WEBSTER read a paper on the "Corrupt Practices Prevention Act, 1854," in which he pointed out defects in the clauses of the Act, and doubts which were entertained as to their accuracy. He remarked that it left the word "candidate" entirely undefined, and was regardless of chronological order. Was the person who issued an address, and did not go to the poll, a candidate or not? He proceeded to show the defects in the Act as to the duties of the election auditor, adding that there were doubts as to whether he was a ministerial officer, and characterising the terms in which that functionary was described as "puerile." The language of the Act was so vague as to make the heart of the stoutest candidate tremble; and the blundering character of it had also extended to the payment of expenses. He feared that words had slipped into the Act unintentionally. Had the Act been prepared with ordinary care, no doubt could have existed; and considering that it was penal, ambiguity was all the more to be condemned. The definition of "an election agent" was also vague and unsatisfactory. He next declared that the terms "bribery," "treating," and "undue influence," afforded evidence of the want of design and arrangement, by which the Act was characterised. Without entering into all the questions raised by the statute, he urged, in conclusion, that it had been prepared without a becoming regard to the public welfare, and he therefore trusted that it would be brought under the attention of the Legislature with the view of its being amended.

Mr. DAVID POWER fully admitted the ability of the paper, but thought that Mr. Webster had fallen into some mistakes in the construction of the Act, especially as to the meaning of the word "candidate."

Mr. C. WORDSWORTH pointed out, that, under the Act, a candidate could incur expense without incurring immediate liability; that the advertising mentioned did not include placarding, which, therefore, was not under the control of the auditor; and that a candidate would be liable for fees, although he might never have intended to go to the poll.

The society adjourned till Monday, the 18th, at eight o'clock.

The address of the council, read on the 27th ult., contained the following passage on the subject of

CRIMINAL LAW:—

When the council last addressed the society, at the commencement of its present session, a panic was prevalent in the country on the subject of our criminals, and a general disposition was manifested in favour of returning to a wholesale system of transportation. The Criminal Law Committee reported against any such retrograde step, believing that transportation at the best was but a clumsy substitute for a vigilant and judicious administration of secondary punishment at home, and that a return to it in the present state of our colonial empire could only be attended by disastrous consequences. The committee recommend an increase of the terms of penal servitude, and a stricter and more discriminating application of the ticket-of-leave system.

THE MERCANTILE LAW CONFERENCE COMMITTEE.

This committee are engaged in the preparation of a Bankruptcy Bill, in pursuance of the resolution adopted by the conference. A deputation will shortly wait on the Chancellor of the Exchequer to urge on him the necessity of transferring the compensation now charged on the fees of court to the consolidated fund.

Juridical Society.

MR. REILLY'S PAPER ON "JURIDICAL OATHS."

(*Continued from p.* 426.)

The learned reader quoted at some length from the Report of the Indian Law Commissioners as to the existing practice both in the Supreme Court and in the Company's Courts, and as regards as well Mahomedans as Hindoos, and he then read the following paragraph from the Report:—

"These reasons appear to justify a preference of an affirmation not containing any reference to religious sanctions. But such an affirmation, though less objectionable than one containing such a reference, appears to us to have no positive utility, and we therefore think it best to dispense with oaths and affirmations altogether."

Mr. Reilly then proceeded as follow:—

Here, we see, is a case where the oath, intended to facilitate and steady the motion of the machine of justice, has become a clog. It would be absurd to insist on its retention in such circumstances. Perhaps it was an unavowed reason with the Commissioners for their proposal, that the habitual disregard of an oath by the lower classes of the natives of India is notorious, and it was evident that the ceremony failed to accomplish there the only object for which it existed.

The case is exceptional, and does not militate against the general conclusion to which these observations have tended—that an oath may both reasonably and usefully be maintained as part of the judicial institutions of a people that acknowledges those primary doctrines of natural religion from which the ceremony derives its significance and its efficacy.

From this conclusion we naturally pass on to the question on which the Common Law Commissioners disagreed—the question, as they state it, "whether the religious sanction should be made the indispensable condition of testimony in cases where that sanction is admitted to have no existence." They proceed to illustrate and argue on it thus:—"The following case has been put. A witness is provided whose testimony is essential to one of the parties to the suit. He is examined as to his religious belief, and at once admits that he has no belief in a state of rewards and punishments. As the rule now stands, he would be excluded, yet his disbelief is not the fault of the party calling him, and to whom his testimony is essential. The *penalty* of the unbelief of the witness is paid, not by himself, but by the innocent suitor. Under these circumstances it has been argued, that, though the evidence, if received, would be wanting in the important sanction of religion, it would, on the other hand, still possess the not inefficacious sanction of morality and law, and there would be the additional security for truth arising from the admission itself on which the witness is now excluded. For it is said that nothing but a sense of truth would induce a man to admit in a court of justice a disbelief, which must render him odious in the eyes of the mass of his fellow-men." And they conclude thus, as I have mentioned:—"As we have been unable to agree on any recommendation on this point, we think it inexpedient to pursue the subject further."

The mere fact that there was an irreconcilable difference of opinion among the men who composed that commission is a proof of difficulty; in the absence of that proof, it might be thought that the question was easy of solution.

An oath is turned to a wholly wrong purpose when it is applied to the exclusion of evidence—when the instrument intended for the better discovery of truth is used for the shutting out of knowledge. Now this exclusion is operated here entirely by the requisition of an oath. There is nothing in the law to exclude such a witness as this, on account of his views on matters of religion, except the rule that every witness must

be sworn. This, at least, is the ground upon which their exclusion is put by L. C. J. *Willes*, in *Ormychund* v. *Barker*.

"On the other hand," he says, "I am clearly of opinion that such infidels, if any such there be, who either do not believe in a God, or, if they do, do not think that he will either reward or punish them in this world or in the next, cannot be witnesses in any case, nor under any circumstances, for this plain reason—because an oath cannot possibly be any tie or obligation upon them."

But surely this is to cast away the substance for the shadow. Such maxims as *in judicio non creditur nisi juratis* have an imposing air, and are often cited as if they embodied some great natural principle, some direct and necessary inference from the constitution of man and the conditions of his existence, while in truth they are but statements of special rules of English law. The maxim, whether in its Latin or in its English form—"no testimony whatever can be legally received except upon oath"—simply amounts to this: that, as a matter of fact, and by a rule of positive law, an English tribunal is precluded from listening to an unsworn witness. The maxim then may be set aside without compunction when it prevents the tribunal from duly exercising its functions.

It seems clear that the objection to a witness on this ground should go, not to his competency, but to his credit. The jury can judge of that in each instance; and, to adopt the argument of the Commissioners, the avowal of disbelief is in itself strong evidence of a desire to tell the truth without regard to consequences. The presumption that such a witness is necessarily to be disbelieved is unfounded and illiberal. L. C. J. *Willes*, dealing his vigorous blows at Coke's proposition, that an infidel cannot be a witness, says, "It is a little, mean, narrow notion, to suppose that no one but a Christian can be an honest man;" a declaration which seems fairly capable of extension beyond the cases of those Gentoos of Calcutta in whose favour it was pronounced by the learned judge. Besides, it is not true, as this observation would seem to imply, that only honest men are admitted as witnesses, and that every one who is willing to take an oath is an honest man.

Then look at the consequences of this rule. The Commissioners refer to one in the case of the innocent suitor losing his cause by the exclusion of the evidence. In a criminal case, the most serious damage might be done to the public interests, and great scandal might be brought upon the administration of justice, by the shutting out of important testimony for the prosecution; while, in another instance, the penalty might fall still more heavily upon the accused. And, in this last case, it would be an absurd result of what has been granted to the prisoner as an indulgence, if, by the operation of the rule, he were not allowed to have even the benefit of unsworn testimony. An unwilling witness, too, might, by bringing himself within the rule, avoid giving evidence.

Where the excluded testimony is that of one of the parties, and is necessary for his success, the rule operates directly to produce in him a civil disability—an incapacity for sustaining a suit.

Lastly, as it has been observed by Mr. Best—

"Whatever might have been formerly urged in favour of the exclusion in question, it seems inconsistent to retain it at the present day: since the 6 & 7 Vict. c. 22, has allowed the unsworn testimony to be received of the members of certain barbarous and uncivilised races in the British colonies, who are described in that statute as "destitute of the knowledge of God, and of any religious belief."

For the reasons which have been thus sketched out, it would seem to be most just and expedient that no witness should be excluded on account of his not being under the influences through which an oath operates; and this would be quite consistent with the retention of oaths for cases in which they were applicable. The principle, that the oath should not be allowed to operate as an obstacle to the admission of testimony, would, if adopted also in the cases of infant witnesses, tend to secure the punishment of offenders who, under the present rule, must escape. The law now is, according to the language of the judgment in *Brasier's case*:—

"That an infant, though under the age of seven years, may be sworn in a criminal prosecution, provided such infant appears, on strict examination by the Court, to possess a sufficient knowledge of the nature and consequence of an oath; for there is no precise or fixed rule as to the time within which infants are excluded from giving evidence; but their admissibility depends upon the sense and reason they entertain of the danger and impiety of falsehood, which is to be collected from their answers to questions propounded to them by the Court; but if they are found incompetent to take an oath, their testimony cannot be received."

It would seem to be the more reasonable and the safer rule, that the first question should be as to the degree of the child's mental capacity; its fitness to state intelligently the matters of fact which it is called to prove; and that, upon the result of that inquiry, its admissibility as a witness should wholly depend. Then the question, whether or not the child is in a condition to appreciate the nature of an oath, and therefore to be sworn, should be treated as subsequent and secondary, the evidence being, in the event of the non-administration of the oath, subject to such deduction from its value as the jury may think ought to be made on that account.

A consideration of the increase of value which the oath confers on any statement to which it is attached would lead to the conclusion, that all the parties to a judicial proceeding indifferently should be allowed the benefit of the oath. In a criminal case, then, ought not the accused to be permitted to make any statement for his defence upon oath? If he voluntarily presents himself to be sworn, and subjects himself to cross-examination, there seems no sufficient reason why the tribunal should not be enabled to avail itself of this means of getting at the truth, while the parties would be put on an equality. Both plaintiff and defendant in a civil case, and the prosecutor in a criminal case, may have the advantage of their own sworn testimony. The benefit, with its corresponding risks, would properly, it seems, be extended to the accused. This would be the natural complement to the legislation which has allowed his witnesses to be sworn. At present, any part of his defence which rests upon his own statement goes to the jury from himself, or through his advocate, with comparatively little effect. There is a dislike among us to the system of interrogation brought to bear on the accused in some other countries. That dislike is, perhaps, too strong and undiscriminating; but, at any rate, the voluntary examination of the prisoner on oath would not necessarily lead to the introduction of that system, and with proper safeguards and restrictions would doubtless be found an efficacious instrument for getting at the truth of the case.

The learned reader concluded his paper by discussing the form of the testimonial oath in use in our courts, which he considered susceptible of improvement.

The next Meeting will be held on Monday, the 11th instant, when Mr. S. M. Leake will read a paper on "Some Points in the Theory of the Law of Property." (The Modes of Division of Property; particularly the Mode of Division by Successive Intervals of Use.)

Law versus Life.

Some creatures, with soft paws and sharp claws, have been reputed to possess nine lives. Recent science, however, has vindicated the economy of nature from the embarrassment which would thus ensue. No tabular statements have as yet ruled the question of superior longevity between rats and rabbits; but the timid deer was, in classic times, famed for length of days far exceeding the fiercer carnivori who preyed upon his kind; and, as a corresponding fact, recent statistics seem to be settling that lawyers are a short-lived race. A society has for some time existed for the purpose of reducing everything to a tabular form. We live in a tabulated state of atmosphere; our bread is tabulated even to its adulterations; but the great question of human longevity was the first, perhaps, which invited that incubation of numbers which statisticians love. Anciently, the astrologers had this process to themselves, and history is full of the marvels of their practice. No doubt, they had facts and figures in abundance, and an experience which might have begun from the tower of Babel. Now, the statisticians have succeeded to this prolific department of speculation; and a serious question occurs, which of the two deserve most reliance? Instead, however, of the hoar antiquity which the starry doctors boasted, the most recent of statistical luminaries* on this question can only quote, with modest diffidence, "the results of two years' experience for the metropolis, and of one year for the whole of England and Wales," which he admits to be "obviously insufficient."

For some, however, of the inductions employed in these results we have a wider substratum of facts. It may be assumed as conclusively established that learned lives are long. Not, indeed, that a long life is necessary in order to be "learned" for the purposes of the theorem, but that the professions which require studious preparation include circumstances favourable to longevity. The "black graces," physic, divinity, and law (we assign to them the relative priority of their average duration as determined by our statisticians), keep the house of life with surer bars than trade, commerce, and even, if we

* "On the Duration of Life among Lawyers," &c. a paper read before the Statistical Society of London, Feb. 17th, 1857. Statistical Journal, Vol. xx, Part 1.

understand the purport of the statement rightly, than idleness. Law, however, is found to be at a disadvantage as compared with her sisters, and that disadvantage has gone on slightly increasing, according to existing figures, during the last three centuries. Their patients must allow "the faculty" the credit which attaches to the fact that they are able to maintain to the longest average pitch the lives in which they are most interested—viz. their own. This seems to show that a pill-box has "something in it" after all, and confirms the adage that a man is a fool or a physician at forty. Here, if a post-mortem parallel were admissible, might be adduced the famous speculation of the grave-digger in "Hamlet," as to how many ordinary men "your tanner," when coffined, will outlast. According to this, Parr's life pills ought to consist of oak bark; and, whenever profits justify the outlay, it might be a wholesome bonus to present a box of them "as a supplement gratis" to the regular subscribers to this journal. The calculations, however, to which we refer hardly include the class for whom it is chiefly intended. The judicial bench and the bar have furnished nearly all the cases cited, but the obituary of these columns is likely to supply a basis for more comprehensive views.

If it were desirable to illustrate ignorance by conjecture, we might, in the clear field which absence of ascertained fact opens for such amusement, speculate as to the reasons why a bishop has the odds of a judge in respect to longevity. It is probable that the life of eminent counsel and judges is on the whole more sedentary than that of a prelate or of a baronetted physician to half the peerage. Even the Long Vacation is insufficient, on this view, to break the spell and duly shake up forensic stagnation. A judge, at any rate, must "sit" a good deal. Minos himself, in the shades below, would have been hardly better off than Theseus: *sedet æternumque sedebit infelix* must have been as applicable to one as to the other. There may be something, too, in the fact that the judicial bench and the bar retain the wig which clergy and doctors have cast off. It is certainly the client's interest to alter, if possible, this state of things, and cultivate the growth of a race of legal Nestors. A Chancery counsel, cut off untimely in the thick of a suit, has sometimes bequeathed a heap of vexed questions and knotty points to his successor. We may, however, venture a hint to our own body, the solicitors:—It seems clear, that, somehow or other, learned attainments help to keep a life from dropping; hence, the more deeply read our solicitors become, the better chance they will have of prolonging their days, and running out a lease of ninety-nine years. And here again, as regards the client, the inconvenience of a premature decease is even greater. Every one knows the dead lock which ensues when the man who carries the key to the mysteries of an intricate estate in his head suddenly departs this life, and leaves a dead mass of old law stationery behind him, from which some one else must pick out and put together all which had a familiar and orderly air to him. When a busy solicitor in full practice dies, the clue of many a maze is in an instant gone, only to be retraced by laborious probing and plodding. Of course the thing must happen. We cannot immortalise that useful variety of the human species, the solicitor, however much the client may wish it; but we may induce the latter to prefer those whose law is based on systematic study; for reading men, it seems, live long.

At the same time, the statistics to which reference is here made deal only with the most distinguished ornaments of their respective professions. When we are told that "the mean duration of life attained by them (distinguished physicians) exceeds by four years and a quarter the mean duration of life of bishops and archbishops, and by four years and a half the mean duration of judges and other high legal functionaries," the possibility must not be left out of sight, that, if we included the facts which illustrate the opposite extreme, they might fetch up the mean average of legal longevity. The clerical profession is an apt illustration of our meaning: there the mortality amongst ardent young curates in great towns must perturb considerably a calculation based on the toughness of men rurally beneficed. A similar wear and tear is probable amongst junior practitioners of the medical profession. Hence our estimate of the value of the results hitherto attained is not high; and whenever we encounter, as we probably soon may, statistics showing the average length of wheat straws in Great Britain and her colonies, with columns distinguishing the length cut in straw from the length left in stubble, and comparing with the latter the average length of oat stubble left in Scotland, we shall be disposed to go into the question with equal seriousness.

Chancery Costs.

The subject of the remuneration of solicitors for the performance of their arduous and responsible duties, although of paramount importance to themselves, who have paid a heavy duty to Government, and incurred great expenses in qualifying themselves for the exercise of a profession, under the reasonable expectation, that, by devoting themselves honestly and assiduously to its duties, they would be able to maintain an honourable position in society, is not less so to the public, whose best and dearest interests are, and must be, confided to those very men.

The proposition that the effect of inadequate remuneration for services performed must be to reduce the profession to a class of unscrupulous men, who may be compelled to pay themselves in an indirect way, at the expense of the client, the price of that labour which those upon whom has devolved the duty of giving its value have denied them, is so self-evident, that it is unnecessary to do more than mention it.

The physician, the engineer, the architect, in short, the members of every other profession, are, by law, entitled to fix their own rate of remuneration, and if there be no contract, they can depend upon a jury of their countrymen to give them adequate remuneration for their services, having regard to the skill and ability displayed. The solicitor is precluded from this by reason of the peculiar relation in which he stands towards his client, and of the difficulty which persons not acquainted with the duties he has to perform must necessarily have in estimating the true value of his services. It has resulted, therefore, that, in the case of solicitors, officers acquainted with the practice of the courts are appointed, under the sanction and authority of the courts, to assess the sum to be paid; but if the courts in exercising this authority rely upon officers who have not had any experience in that procedure which has been created since they ceased to practise, and who do not, as formerly, avail themselves of the aid of the practitioners of the day, they lose sight of the first principles of justice; and the consequence is, that the solicitors sustain an immediate injury, by which, ultimately, the public must be the sufferer.

The recent Orders, establishing a new scale of fees, are preceded by a recital, that "of late years various alterations have taken place in the practice and procedure of the Court of Chancery, whereby certain of the fees heretofore allowed to the solicitors of the court have ceased, and others of such fees have become inapplicable to the duties which the solicitors have to perform; and it is desirable that a new and revised list of fees should be made."

They, therefore, purport to proceed to adjust the remuneration of solicitors to the new duties they are called upon to perform; but we shall presently show, not only that this has not been fairly carried out, but that proper means have not been adopted to effectuate it.

Before, however, discussing the details, it is but fair to make it generally known that the alterations and improvements in the practice and procedure of the Court of Chancery, which have been so advantageous for the suitor, and so detrimental to the pecuniary interests of solicitors, were proposed, and have been mainly carried out by the co-operation of the leading solicitors, on the faith that the remuneration of the profession would be fairly adjusted to meet the changes which were to be made.

When all these reforms were contemplated, a letter was addressed by the late Lord Langdale—a judge distinguished for his high sense of justice—to an eminent solicitor, who has taken a very active part in effecting these reforms; and, as it bears strongly upon our subject, we here insert it at length. It is as follows:—

"SIR,—I observe that your attention has been particularly drawn to the mode in which solicitors are remunerated, and, as I entirely agree with the opinions which you have expressed, that the real interests of the solicitor coincide with the interests of his client, and that it is a mischievous system to pay for what is not done by way of compensating for the omission to pay for what is done, I am in hopes that you will not think it too much trouble to communicate to me, for consideration, such observations as have occurred to you as the means which might be adopted in practice for securing to the solicitor a just reward for the services which he has really performed, according to a true statement of them in his bill of costs.

"The subject appears to me to be of very great importance; and I think that an investigation of it, with a view to an improvement of the present practice, cannot now be avoided. If the suggestions for an improved system could emanate from the solicitors themselves, the result would probably be more satisfactory than it can be made by any other means. But, whether anything so desirable can be obtained or not, it seems necessary, under present circumstances, that the subject should be now inquired into, and reconsidered.

"I am very far from thinking that honourable solicitors are, on the whole, overpaid; it is, indeed, highly probable that in many cases they are considerably underpaid; and a taxed bill ought to be consistent with both justice and truth,—with justice to the solicitor as well as the client; and with truth in the statement of the services for which just charges are allowed; and if you can spare the requisite time, and have no personal objection, I should feel obliged if you would, either individually or in concurrence with any other solicitors, communicate to me such information and observations as may appear to you to be material for a full and satisfactory consideration of the subject. I am, Sir, yours faithfully,

11th November, 1840. (Signed) LANGDALE."

His lordship's observations, that a just reward should be secured to the solicitor for the services which he really performs, and that the suggestions should emanate from the solicitors themselves, do not admit of a doubt of his views upon the subject; but it does not appear that those who have settled the new scale of fees entertained the same opinion. It is rather remarkable, however, that the present Master of the Rolls has not signed the Orders.

Let us now consider the position in which the solicitor stood with regard to remuneration for his services before the recent alterations, how those alterations have curtailed that remuneration, and how the recent Orders have adapted new fees to the new circumstances.

The old mode of remuneration was, no doubt, founded upon a vicious principle. The solicitor was paid by the length of proceedings required by the course of practice, but unnecessary for the real interests of the client, and was not paid for matters which occupied his time, and demauded much thought and skill; but by this means upon the whole of the business the solicitor was, or was supposed to be, fairly paid for services actually performed.

When the length of some proceedings was diminished, and others, which were prepared at very little expenditure of labour, were abolished, and either no fees or inadequate fees were allowed for those matters to which the solicitor is obliged to devote much time and care, it followed that he was not fairly remunerated for his services; and what he had a right to expect from the courts was, that he should be restored to his former position, by being paid according to the skill and labour he devotes to the interests of his client.

In saying this we do not, of course, assert that he is to be paid by way of compensation for the loss of profit upon useless proceedings abolished, but simply that he should be paid at the old rate for work actually done.

That such should have been the basis of the new scale of fees, and that such object could have been attained, if the solicitors had been properly consulted upon the subject, or even the chief clerks to the judges, who have had personal experience of the working of the new system, we do not entertain a doubt; but apparently a different conclusion has been come to by the judges who have signed the Orders, notwithstanding all remonstrances made to them upon the subject.

They did, indeed, we are informed, submit the proposed scale to seven solicitors, but coupled with an injunction that they should not communicate with each other, nor show the scale to any other person, who might have been competent to give useful advice or information upon the subject. These seven gentlemen, by leave of the Chancellor, were afterwards permitted to communicate with each other and with other solicitors; and five of them, assisted by three or four other solicitors, sent in suggestions to the commissioners to whom the matter was referred.

All these labours were, however, doomed to be but of little use, for the proposed scale, with a few trifling alterations, was adhered to. The solicitors showed, by a careful analysis of the business of two eminent firms, that 50 per cent. ought to be added in the new scale to the fees formerly allowed, to pay them for work actually done according to the old rate. The recent General Orders fix a higher and a lower scale of fees, according as the matter in litigation does or does not amount to the value of £1000. Now, even upon the higher scale, the addition made to the fees formerly allowed does not amount to more than 12½ per cent., so that, on that scale, solicitors have a less remuneration by 37½ per cent. for their labour than they had under the old system.

(To be continued.)

Parliamentary Proceedings.

HOUSE OF LORDS.

Thursday, May 7.

THE QUEEN'S SPEECH.

The only paragraphs of professional interest were:—

"Her Majesty commands us to recommend to your earnest consideration measures which will be proposed to you for the consolidation and improvement of the law.

"Bills will be submitted to you for improving the laws relating to the testamentary and matrimonial jurisdiction now exercised by the Ecclesiastical Courts, and also for checking fraudulent breaches of trust."

PRIVILEGE OF REPORTERS.

Lord CAMPBELL gave notice, that, on Friday next, he should move for a select committee to consider whether the privilege now enjoyed by reports of the proceedings of courts of justice may be safely and properly extended to reports of the proceedings of the two Houses of Parliament, and of any and what other assemblies or public meetings, under any and what conditions or restrictions. And, also, for a select committee to consider and report on the expediency of altering the present mode of administering oaths to witnesses to be examined by committees of the House.

On the motion of Earl GRANVILLE, Lord Redesdale was re-appointed Chairman of Committees.

Friday, May 8.

Lord CAMPBELL moved for a committee pursuant to the above notice; which, after a few words from the LORD CHANCELLOR, was agreed to, and nominated.

HOUSE OF COMMONS.

Thursday, May 7.

GOVERNMENT BUSINESS.

Mr. HAYTER gave notice that leave to bring in the following bills would be moved for:—On May 8, to amend the Acts of the 16th & 17th of the present reign, with a view to substitute in certain cases other punishments in lieu of transportation. On May 14, to amend the oaths taken by members of the two Houses of Parliament. On May 15, to make fraudulent breaches of trust criminal. On May 14, for the incorporation of insurance companies and mutual societies.

Sir E. PERRY gave notice that on May 14, he should move for leave to bring in a Bill to amend the law of property as it affects married women and their separate earnings.

THE ADDRESS.

Mr. W. EWART regretted that no allusion was made in the Speech from the Throne to the question of a Ministry of Justice. Reference was made to many law reforms, but he could not see how those reforms were to be accomplished unless they were to have a source or fountain from which they might be derived. The foundation of all law reform was, in his opinion, the establishment of a Ministry of Justice.

Lord PALMERSTON said, that an address was moved and agreed to last session with respect to the establishment of a Department of Justice. We have under our consideration the best means of accomplishing that object, and I trust we shall be able to propose to the House some arrangement which shall effect the purpose contemplated in the address. As to a Reform of the Representation, his Lordship thought it would be inexpedient to enter upon so large a subject during the present short session, but pledged himself next session to bring forward a measure of Parliamentary Reform.

Friday, May 8.

Sir G. GREY brought in his Transportation Bill.

PARLIAMENTARY PRIVATE BUSINESS.

The Committee of Selection and Standing Order Committee were re-appointed, on the motion of Col. Wilson Patten, on Friday, May 8, and a motion to the following effect was made—viz. "That the Committee of Selection have power to appoint the meeting of all Committees on Private Bills, provided seven clear days elapse between second reading and committee, and three clear days' notice be given in the Private Bill office.

Parliamentary Practice on Private Bills.

(Continued from p. 428.)

All the requirements of the Standing Orders having been complied with, as regards the preparation and publication of the notices and the plans, sections, and books of reference, and the necessary copies being ready for deposit, the only thing which remains to be done before the 1st of December is to lodge the documents at the various places set forth in the Standing Orders (H. C. 28 to 35 inclusive, and H. L. 182, s. 6).

It may be as well to mention, that, in the case of railway bills, wherever any deposit of plans and sections is required (excepting Admiralty deposits, and the small parochial deposits) a published map, to a scale not less than half an inch to a mile as regards English and Scotch Bills—and not less than a quarter of an inch to a mile as regards Irish Bills—with the line of railway delineated thereon, must, in all cases, accompany the plans and sections. In practice, the usual course is to lay down the line on sheets of the Ordnance map. Taking, for example, a Railway Bill, by which any tidal water would be affected, the deposits would be as follows—viz. one entire copy of all the plans, sections, books of reference, published map, and *Gazette* notice at—1, the Board of Trade; 2, Parliament office (House of Lords); 3, Private Bill office (House of Commons); and a copy of the plans and sections and *Gazette* notice at the Admiralty. These would be the London deposits.

The county deposits would consist of the same documents as those enumerated above for the Parliament office, &c., with the addition, that there must be a duplicate copy of the plans and sections to accompany them; so that for each county deposit there would be prepared two copies of the plans and sections, one book of reference, one published map, and one copy of the *Gazette* notice. The copies of the *Gazette* notice, for deposit, are usually ordered at the time of sending back the last corrected proof of the notice for insertion in the *Gazette*; and the copies are struck off from the same type as that prepared for publication.

These last-named documents, which are usually called the county deposits in distinction from the London deposits, must be deposited with the clerk of the peace for every *county, riding, or division of a county* in England or Ireland—or in the office of the principal sheriff's clerk of every county, district, or division of a county in Scotland—in which any works are proposed to be made, maintained, varied, extended, or enlarged, or in which any lands or houses are situate which are proposed to be taken. Where there is a county of a city included in a county, and there are two clerks of the peace, two sets of deposits are made; for example, in the case of a railway through the city of Exeter, county deposits would be made with the clerk of the peace for the county of Devon, and with the clerk of the peace for the county of the city of Exeter also.

Besides the London and county deposits, a copy of so much of the plan, section, and book of reference as relates to each parish in or through which the work is intended to be made, maintained, varied, extended, or enlarged, or in which any land proposed to be taken is situate, must be deposited with the clerk of each such parish in England (or, in the case of any extra-parochial place, with the clerk of some adjoining parish); with the schoolmaster of each parish in *Scotland*, and if there is no schoolmaster, with the sessions' clerk, and in the case of royal burghs, with the town clerk; and with the clerk of the union within which such parish is situate, in *Ireland*.

A copy of the notice, as published in the *Gazette*, must accompany every deposit of plans and sections, or parts thereof.

The above sketch of the deposits for a Railway Bill will show the most extensive deposit which can in any case be required. The only difference in the number and style of deposits for any second-class Bill other than a Railway Bill, such as the above, is, that no Admiralty deposit will be required (unless the Bill affects any tidal water), and no Board of Trade deposit will be required in any event. As regards first-class Bills, where lands are proposed to be taken compulsorily, the deposits will be—one copy of plan, book of reference, and *Gazette* notice, in the Parliament office and Private Bill office respectively; and duplicate copies of plan, and one book of reference, and *Gazette* notice, with the clerk of the peace, or sheriff's clerk (as the case may be) for every county, or division of a county, in which land will be taken; and the before-mentioned rule laid down for parish deposits in respect of a Railway Bill will apply also to both first and second-class Bills in all cases where land is to be taken and plans deposited.

No fees, except those charged by the Houses of Parliament, are paid in *London* for deposits; but as regards country deposits, fees to the clerks of the peace are always paid, and to the parish clerks also. It is always best to write, a day or two previously, to the parish clerks, and fix the day for depositing documents, as in the rural districts great difficulty may be experienced when there are many parish deposits, unless appointments are made. A receipt must be taken for each deposit, and filed.

All the above deposits must be made on or before the 30th day of *November* previous to the application for the Bill; and if the 30th falls on a Sunday, then on the 29th November. They must not be made before 8 a.m. nor after 8 p.m.

The deposits being made, the next step is the preparation and service of the landowners' notices; but the mode of doing that part of the work has been treated of before.

The Subscription Contract, therefore, will claim our next attention. All second-class Bills require a Subscription Contract to be entered into, subject to two exceptions—viz. 1, when the projected works are proposed to be made out of funds, or on the credit of surplus capital of an existing company or corporate body; and 2, in cases where no private benefit or advantage is sought by the Bill, and the works are proposed to be made out of funds to be raised on the credit of the tolls and duties authorised to be taken by the proposed Act. Both these exceptions will be treated of hereafter.

The main requirements of the Standing Orders (H. C. 56 to 59) as regards new companies are—that the contract in the case of railways should be entered into subsequent to the commencement, and, as regards other Bills, subsequent to the close of the previous Session of Parliament; that it should be signed by subscribers to three-fourths the amount of the estimate of the undertaking made by the engineer; that it should contain the christian and surname, description, and place of abode of each subscriber, and the name of the party witnessing the same, the total amount of subscription, and the sum paid up. Each subscriber must covenant for himself, his heirs, executors, and administrators, for payment of the amount subscribed, to be recoverable by action at law.

The Subscription Contract can easily be made sufficiently large to embrace all the requisites of, and to supersede, a subscribers' agreement. So it will be better to assume that this kind of deed will be adopted. The contract is made between two parties: the subscribers and directors, of the first part; and the trustees, whose names are inserted for the purpose of enforcing the covenants contained in the contract, of the second part. It usually recites the circumstances of the application for a Bill, and contains an ample power to the directors to carry out all the objects therein specified (which must tally with those in the parliamentary notice, unless some of those objects are abandoned), and to do all things necessary for obtaining an Act of Parliament; or to curtail or vary the number of objects; or enter into agreements with third parties; in short, to do any acts which in their discretion may be advantageous to the undertaking. The shareholders must all covenant with the trustees for the payment of their subscriptions.

Where a contract is expected to be numerously signed, a clerk usually attends at the different towns where the subscribers reside, and notice of the day and hour of his attendance is previously given to the parties.

Where an existing railway company proposes to execute works, the contract need only be executed by subscribers to three-fourths of the amount of the additional capital required.

If the work is to be executed wholly or in part by means of funds or money to be raised on the credit of any present surplus revenue belonging to any society or company, or under the control of the directors of any public work who are promoters of the Bill, a properly authenticated declaration, setting forth the whole details, may be substituted for the subscription contract, either in respect of the whole amount of the engineer's estimate, or of such portion of it as is not provided for by the subscription contract, provided that the surplus fund be not less than the whole or such portion of the estimate.

Lastly, in the case of turnpike roads, ferries, or any other works (provided that no private pecuniary advantage is contemplated by the proposed Bill), an estimate of the probable amount of tolls, rates, and duties to be received under the powers of the proposed Act, and a declaration that the works are to be executed out of money to be raised on the credit of such tolls, rates, and revenues, signed by the agent soliciting the Bill, are allowed to be deposited in lieu of a subscription contract.

As regards the contents and details of the estimate, that is a matter solely in the hands of the engineer. The solicitor must be instructed in good time what the total amount will be, so that he may be enabled to advise the directors as to the subscription contract; but, with the exception of the preparation of the form of the estimate, the solicitor has nothing to do with it.

The subject of the next paper will be the preparation of the Bill, and deposits on or before Dec. 31.

(To be continued.)

Court Papers.

Exchequer of Pleas.

Sittings at *Nisi Prius* in Middlesex and London, before the Right Hon

Sir Frederick Pollock, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Easter Term, 1857.

IN MIDDLESEX.

Saturday, May 9th.—Common Juries.
Monday, May 11th.—Customs and Common Juries.
Tuesday, May 12th.—Common Juries.

IN LONDON.

Wednesday, May 13th } Common Juries.
Thursday, May 14th }
Friday, May 15th }

The Court will sit at 10 o'clock.

Common Pleas.

NEW CASES.—EASTER TERM, 1857.

DEMURRER PAPER.

Smith *v.* The Mayor of Harwich.
The Vestry of St. Pancras *v.* Battenbury.

NEW TRIALS.

Middlesex. Matthews & Another *v.* Feuillan.
" Horlor *v.* Carpenter.

Births, Marriages, and Deaths.

BIRTHS.

POLLOCK—On May 5, at Wimbledon, the wife of George F. Pollock, Esq., of a son.

WILLIS—On May 5, at Bushey, Herts, the wife of James Willis, of Lincoln's-inn, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BRIDGE—BRIDGE—On May 7, at St. Paul's, Hammersmith, by the Rev. C. H. Chevallier, John Bridge, Esq., of the Inner Temple, to Ada Louisa, eldest daughter of George Bridge, Esq., Wood-house, Shepherd's-bush.

PALMER—ATKINSON—On April 30, at Ingatestone Church, Essex, by the Rev. St. John Shirreff, rector of Woodham Ferrers, Essex, assisted by the Rev. W. G. F. Jenkyns, rector of Ingatestone, the Rev. Felix Palmer, curate of Loughton, Essex, to Frances Tindal, second daughter of Henry Tindal Atkinson, Esq., of Huskards, Ingatestone, of the Middle Temple, barrister-at-law.

SALMON—FENNELL—On May 6, at St. Mary Magdalene, Munster-square, by the Rev. Edward Stuart, Henry Curwen Salmon, Esq., of Gray's-inn, to Ellen, youngest daughter of the late Rev. John Fennell, incumbent of Cross-stone, Todmorden, Yorkshire.

DEATHS.

BELL—On May 6, at Bourne, Lincolnshire, William David Bell, Esq., solicitor, in the 60th year of his age.

HILL—On May 5, Henry Hill, Esq., barrister-at-law, and formerly of the Compensation-office, eldest surviving son of the late Daniel Hill, Esq., of the Island of Antigua.

JAQUES—On April 29, Mr. John Jaques, jun., of 8 Ely-place, Holborn, solicitor, aged 38.

SMITH—On May 2, at Croydon, William Smith, for many years of Streatham Paragon, Surrey, and Angel-court, Throgmorton-street, City, solicitor.

TOMKIN—On April 29, at Boulogne, Georgiana Maria, wife of John Royce Tomkin, Esq., barrister-at-law, and daughter of the late John Macdonald, Esq., of Grenada.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARKER, Capt. ROBERT, 20th Regt. of Foot, £51 : 0 : 5 New 3 per Cents.—Claimed by ANN BARKER, spinster, & SUSAN OTTO, widow, administratrixes.

BRODERIP, FRANCIS, of Lincoln's-inn, Esq., & RICHARD BARRY, Rathreagh, Ireland, Esq., £195 : 4 : 4 Reduced.—Claimed by FRANCIS BRODERIP, the survivor.

CAZENOVE, JAMES, jun., Broad-st., merchant, JOHN FRANCIS MENET, deceased, Stock-exchange, Gent., & JOHN MENET, late a minor, now of age, £61 : 15 : 2 Consols.—Claimed by JAMES CAZENOVE, jun., & JOHN MENET, the survivors.

CLARKE, WILLIAM, Duke-st., Westminster, Gent., deceased, £98 : 14 : 5 New 3 per Cents.—Claimed by WILLIAM FITZPATRICK, administrator.

COTTERELL, JOHN GEERS, Garnons, Hereford, Esq., £26 : 17 : 8 Reduced.—Claimed by WILLIAM LEIGH & Rev. JAMES JOHNSON CLERK, surviving executors.

FIELD, JOHN, Stock-exchange, Gent., JOHN HEMMING, Edwards-st., Portman-sq., Gent., & ARTHUR GEORGE SMITH, Carey-st., Lincoln's-inn-fields, Gent., £77 : 5 : 5 New 3 per Cents.—Claimed by ARTHUR GEORGE SMITH, the survivor.

GORDON, GEORGE, jun., Turnham-green, gardener, £331 : 19 : 9 New 3 per Cents.—Claimed by GEORGE GORDON, formerly jun.

HOSKINS, Rev. HENRY JAMES, Tubney Warren, Berks, JOHN HENRY PARKER, University of Oxford, Gent., & JOHN DELANEY, Mark-la, Allhallows Steyning, merchant, £250 Reduced.—Claimed by Rev. HENRY JAMES HOSKINS, JOHN HENRY PARKER, & JOHN DELANEY.

MARSH, ARTHUR CUTHBERT, King's-rd., Bedford-row, Esq., £34 : 13 : 2 Consols.—Claimed by ANN MARSH, widow, sole executrix.

MOYSEY, ELIZABETH SUSANNA, wife of Rev. Dr. CHARLES ABEL MOYSEY, Archdeacon of Bath, £305 : 19 : 9 New 3 per Cents.—Claimed by Rev. CHARLES ABEL MOYSEY, administrator.

TUBB, WILLIAM, Sulhamstead, Berks, Yeoman, deceased, & RICHARD GROSE BURFOOT, Stamford-st., Surrey, Gent., £519 : 14 : 7 Consols.—Claimed by WILLIAM WOOD FENNING & RICHARD ROBERT FENNING, administrators of RICHARD GROSE BURFOOT, the survivor.

VAUX, EMILY, Kennington-pl., Lambeth, widow, £100 New 3 per Cents.—Claimed by EMILY VAUX.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

BENNETT, WILLIAM (who died in May, 1855), Esq., formerly of Holborn-hill, London, late of Newport, Salop.—Heir or coheirs to come in and prove their claims on or before June 2, at Master of the Rolls' Chambers.

BENNETT, Capt. WILLIAM; DICKSON, Capt. JOSEPH; JENKINS, Capt. CHARLES R.; MERRITT, Capt. JAMES YOUNG; MONTGOMERY, Major HUGH; MOORE, Capt. THOMAS PALMER; who all died abroad.—Next of kin to apply to P. Mouillard & Co., 9 Bell-yd., City.

NEAL, THOMAS ROBERT (who died in August 1848), Farmer, Hibaldstowe, Lincolnshire.—The heirs or heirs at law, or heir or heirs according to the custom of the Manor of Barrow, Lincolnshire, to come in and make out his or their descent, on or before June 5, at V. C. Stuart's Chambers.

THATCHER, SACKVILLE ZACCHIAS (who died on June 16, 1848), Capt. 97th Regt. of Foot, late of River du Rempart, in the Island of Mauritius.—Next of kin to apply, either personally or by letter, to Henry Revell Reynolds, Esq., Solicitor of Her Majesty's Treasury, Whitehall.

Money Market.

CITY, FRIDAY EVENING.

The Stock Exchange was disturbed yesterday by an announcement that the Bank directors would discontinue advances on the security of stock. In other respects the money market has all the week presented a more favourable aspect than for several weeks past. The supply of money has been more free, and the heavy payments falling due have been well met. The English Funds closed this afternoon with an advance of 1 per cent. in the course of the week, the last price of Consols for money being quoted 93⅜ to ½ per cent. Foreign Securities have advanced in proportion. Turkish 6 per cents. have recovered their late depression.

From the Bank of England return for the week ending the 2nd May, 1857, which we give below, it appears that the amount of notes in circulation is £19,776,230, being a decrease of £12,425, and the stock of bullion in both departments is £9,558,827, showing an increase of £3,592 when compared with the previous return. Gold continues in demand both in Paris and Hamburg, but the rate of discount at Hamburg has receded, and the exchanges on the continent generally are reported rather more favourable to England. A large supply of gold by the Anglesea has been delivered, and a larger supply is believed to be near. Its arrival will revive the expectation of permanent ease in money; but as previous large arrivals have been absorbed without material abatement in demand, it would be over confident to rely upon any very favourable change till it becomes apparent that the demand which has so long been felt inconvenient, is satisfied or greatly diminished.

The late severe weather has given rise to great apprehension for the safety of the next silk crop. The failure of last season inflicted heavy loss on the cultivators, and greatly increased the price. The present cold weather has produced a further advance. Accounts received from the southern countries of Europe, and from the Levant, are not unfavourable; but if cold weather should continue to check vegetation, further severe loss will be sustained, and the price will again advance.

At a meeting held at Paris on the 28th of April, of the shareholders of the Credit Mobilier of France, the President made a report, which shows results of extraordinary magnitude. It states that the Credit Mobilier subscribed £10,000,000 to the last Government loan. It gave accommodation on railway securities, on one occasion, to the extent of £1,160,000, the average being £600,000 for every fortnight. The report then touches on the financial situation of the company. The tota lprofits of the year are stated to have been £609,999, which gives a dividend of 23 per cent., to be paid in July next.

The President, M. Pereire, seems to be one of the most active and influential opponents of the proposed plan for doubling the capital of the Bank of France. This plan meets with opposition from several capitalists of great influence. The Emperor has convened and presided over a Council of State, which has met on two successive days and had an animated discussion, with much difference of opinion. Great success, and a remarkable increase in the amount of business, has attended the operations of the Bank of France since the establishment of the Imperial Government. In the year 1852, the amount of business was represented by advances to the extent of £95,800,000. In 1853, the advances rose to £155,500,000. In 1855, they were £188,120,000. In 1856, the advances increased to the sum of £228,105,576, and the profits are said to have increased in a still larger proportion. This satisfactory progress, on the foundation of its present capital, and the remarkable development of recent prosperity, makes the question of the important change now proposed of the greatest interest to the shareholders, to the Government, and to the capitalists of France.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	214	212 13	211 13	213	213 12	212½
3 per Cent. Red. Ann.	91¼ ⅜ ½	91¼ ⅜ ¼	92¼ ¼	92¼ 2	92¼ 1⅜	92¼
3 per Cent. Cons. Ann.	92⅝ ¼ ½	92⅝ 3½	93¼ ⅜	93½ ⅜ ¼	93½ ¼	93⅜
New 3 per Cent. Ann.	91⅜ ¼ ⅜	91⅜ 2	92¼ ¼ ⅛	92¼ ¼ ¼	92⅜ ⅛	92⅜
New 2½ per Cent. Ann.	78	77½	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2 7-16	2 7-16 ½	2 7-16	2½
Do. 30 years (exp. Oct. 10, 1859	...	2 3-16	2½	2 3-16	2½	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	2⅜
Do. do. 1800	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	18	...	...	...	17 15-16	18
India Stock	...	220	...	220	221	...
India Bonds (£1,000)	...	...	...	4s. dis.	...	5s. dis.
Do. (under £1,000)	9s. dis.	10s. dis.	...	4s. dis.	3s. dis.	4s. dis.
Exch. Bills (£1,000) Mar.	2s. pm.	2s. dis.	...	2s. dis.	2s. pm.	3s. pm.
June	2s. dis.	2s. dis.	2s. dis.	1s. dis.	4s. dis.	par
Exch. Bills (£500) Mar	2s. dis.	...	2s. pm.	3s. pm.	...	3s. pm.
June	1s. dis.	...	5s. dis.	1s. dis.	...	...
Exch. Bills (Small) Mar.	2s. pm.	...	1s. dis.	3s. pm.	3s. pm.	3s. pm.
June	1s. dis.	...	par	1s. dis.	1s. pm.	1s. pm.
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	...	98⅝
Exch. Bonds, 1859, 3½ per Cent.	...	98½ ¼	...	98½	98½	98⅝

Insurance Companies.

May 5.

Equity and Law	5⅝
English and Scottish Law	4½
Law Fire	3½
Law Life	62 x d
Legal and General Life	5
London and Provincial	1
Medical Invalid and General	3½

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	90	...	89 90	...
Caledonian	69¼ ½	69¼ ¼ ⅜	70 69⅜	...	69⅜	71
Chester and Holyhead	...	...	35	...	...	...
East Anglian	18½ ¼	18½	18	18½	...	...
Eastern Union A stock	...	...	55	...	...	...
East Lancashire	...	...	...	...	...	...
Edinburgh and Glasgow	...	...	...	...	56	57
Edin., Perth. & Dundee	32	32½	32½ ⅜ 3	...	32⅝ ⅛	32½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	97⅜	97⅜ ½	97⅜	...	...
Gt. South & West. (Ire.)	...	101⅜	...	102	...	102½
Great Western	66⅜	66½ ⅜	67⅜ ½	67½ 7	67⅜ 6⅜	67⅛
Lancashire & Yorkshire	101¼ 1	101½ ⅜	102⅜ 2	102½ 2	102½ 1⅜	102
Lon., Brighton, & S. Coast	110¼	110½ ⅜	110½ 11	110⅜ 11	110⅜ ⅜	110½
London & North Western	105½ 4⅜	105½	105½ ⅛	105⅜ ⅛	105⅝ ⅜	105⅜
London and S. Western	100⅜	101	101⅛ 1	101⅛	131½ 1	100½
Mun., Shef., and Lincoln	39½ ⅜ ⅜	39⅜ ½ ⅜	40⅜ ⅛	40⅜	40⅛ 40	41
Midland	82½ 2	82½ ⅜	83⅜ 2⅛	83½ 2⅜	83⅜ ⅜	83
Norfolk	...	...	61½ 1	...	61½ 2½	...
North British	42½	43 2⅜	44 3⅛	43⅛ ¼ 4	43⅛	43⅜
North Eastern (Berwick)	85⅜ ⅛	86¼ ⅛	86⅜ ⅛	87	87⅛	87½
North London	...	...	...	...	97	...
Oxford, Worc. & Wolv.	...	30	30⅛ ⅛	30⅛ 1	...	31⅛
Scottish Central	...	...	108 7	...	...	...
Scot. N. E. Aberdeen Stock	...	...	...	...	26	26
Shropshire Union	...	...	...	...	...	...
South-Eastern	75 4⅛	74⅜	75⅛ ⅛	75⅛ ⅜ ¼	75	...
South-Wales	...	87 6⅛	86⅛	87	...	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 2ND DAY OF MAY, 1857.

Issue Department.

	£		£
Notes issued	23,329,595	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	8,854,595
		Silver Bullion	...
	£23,329,595		£23,329,595

Banking Department.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	11,300,223
Rest	3,278,869	Other Securities	18,410,823
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,890,160	Notes	3,553,365
		Gold and Silver Coin	704,232
Other Deposits	9,491,244		
Seven day & other Bills	755,370		
	£33,968,643		£33,968,643

Dated the 7th day of May, 1857.

M. Marshall, Chief Cashier.

London Gazettes.

Bankrupts.

Tuesday, *May* 5, 1857.

BATESON, Henry, Apothecary, 2 Hadden-pl., Waterloo-rd. May 12 and June 13, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Miller, 1 Copthall-ct. *Pet.* May 1.

BROOKES, Ebenezer, Spring Knife Manufacturer, Sheffield. May 16 and June 27, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Broadbent, Sheffield. *Pet.* May 2.

FIGG, John, Boot and Shoe Maker, Downing-st., Farnham, Surrey. May 15, at 2, and June 18, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Hancock & Sharp, 20 Tokenhouse-yd. *Pet.* May 5.

GILLETT, George, Cabinetmaker, Preston, Lancashire. May 19 and June 16, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Etty, Liverpool. *Pet.* April 23.

GRAVIL, Kitchingman, Grocer, Halifax, Yorkshire. May 25 and June 15, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Holroyd, Son, & Cronhelm, Halifax; or Bond & Barwick, Leeds. *Pet.* April 28.

HARRISON, Thomas, Coal and Timber Merchant, Harrietsham and Maidstone. *Pet.* April 7 (not 9, as advertised in *Gazette* of April 28).

JONES, William William, Shipbuilder, Portmadoc, Carnarvon. May 22 and June 11, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Evans & Son, Commerce-ct., Liverpool. *Pet.* April 28.

LAURIE, William Swinton, Merchant, now of Liverpool; formerly in copartnership with Thomas M'Leod, Clark, at Liverpool, under style of Laurie, Clark, & Co.; also at New York, U.S., as Clark & Laurie; also at Albany, U.S., as M'Leod, Clark & Co. May 18 and June 8, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Evans & Son Liverpool. *Pet.* April 27.

MEYRICK, David, Bootmaker, Bute-st., Cardiff, Glamorganshire. May 18 and June 15, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Salmon & Dickinson, Nicholas-st., Bristol. *Pet.* April 28.

OAKLEY, Lucy, Draper, Walsall, Staffordshire. May 15 and June 5, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Suckling, Birmingham. *Pet.* April 30.

PENNY, William, Brewer, Newport, Monmouthshire. May 18 and June 15, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Cathcart, Newport; or Bevan & Girling, Bristol. *Pet.* May 2.

STOKER, Anderson (and not Anderson Stokoe, as advertised in *Gazette* of April 17), Grocer, Findon-hill, Durham.

THEED, Thomas Frederick, Surgeon, 1 Winchester-st., Waterlootown, Middlesex. May 12, at 11.30, and June 9, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Jukes, 17 Bridgwater-sq., Barbican. *Pet.* April 30.

WALLWORK, James, Cotton Spinner, Chorley, Lancashire. May 21, and June 11, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Hulton & Brett, New Bailey-st., Salford. *Pet.* April 30.

WARD, Thomas, Stock Manufacturer, 4 Bow Churchyard. May 20, at 11, and June 22, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Baylis, 22 Red Cross-st. *Pet.* May 2.

WITHERS, William Sheldon, Miller, Mansfield, Nottinghamshire. May 19 and June 9, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Parson & Son, Mansfield; or Bowley & Ashwell, Nottingham. *Pet.* May 1.

Friday, *May* 8, 1857.

BRADLEY, Thomas, Apothecary, Kidderminster. May 22 and June 12, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Boycott, Kidderminster; or Finlay Knight, Birmingham. *Pet.* May 6.

BROWN, George, Clothier, London House, High-st., Dartford, Kent. May 23, at 11, and June 19, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Chidley, 10 Basinghall-st. *Pet.* May 7.

CAMERON, William Ogilvie, Export Oilman, 9 Camomile-st. May 19, at 2, and June 23, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Buchanan, 13 Basinghall-st; or Chidley, 10 Basinghall-st. *Pet.* May 6.

CATT, James, Hop Merchant, 69 High-st., Southwark, and of Loampit-hill, Lewisham, and 2 South-st., Greenwich. May 19, at 2, and June 16, at 1; Basinghall-st. *Com.* Holroyd, *Off. Ass.* Lee. *Sols.* Piercey & Hawks, 2 Three Crown-sq., Southwark. *Pet.* May 7.

DAVIES, Thomas, Contractor, Neath, Glamorganshire. May 19 and June 16, at 11. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Small-st., Bristol. *Pet.* May 4.

EBSWORTH, Thomas Riley, Ale and Beer Merchant, 66 Wapping-wall, and 2 Forest-vil., Forest-hill, Sydenham. May 22, at 12.30, and June 19, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Wellbore, 17 Duke-st., London-bridge. *Pet.* May 5.

NORTON, Robert James, Ladies' Outfitter, 41 & 42 Fleet-st. May 19, at 1.30, and June 16, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Cattlin, Ely-pl., Holborn. *Pet.* May 1.

STEPHENS, William, Cattle and Sheep Salesman, Gloucester. May 25 and June 16, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Wilkes, Gloucester. *Pet.* May 5.

STUTELY, Thomas, Stonemason, Sheerness. May 25, at 1, and June 29, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Selby, 15 Coleman-st. *Pet.* May 7.

SUMMERS, James, Wholesale Jeweller, 38 Hatton-garden. May 20, at 2, and June 16, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* May 7.

SWIFT, James, Statuary Mason, Milton-rd., Gravesend. May 19, at 11, and June 18, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Buchanan, Basinghall-st. *Pet.* May 7.

WHEELER, Henry, Painter, Derby. May 26 and June 9, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Middle-pavement, Nottingham; or Foottit, Derby. *Pet.* May 6.

Bankruptcy Annulled.

Tuesday, *May* 5, 1857.

Danford, Samuel, Money Scrivener, Battersea-fields, and George-yd., Lombard-st. April 29.

Meetings.

Tuesday, *May* 5, 1857.

Baker, Samuel, Ironfounder, Birmingham. May 29, at 11.30; Birmingham. *Com.* Balguy. *Div.*

BOURNE, JOHN, & THOMAS ROWSON, Silk Manufacturers, Macclesfield, Cheshire. May 28, at 12; Manchester. *Com.* Skirrow. *Div.* sep. ests. And on May 29, at 12, *Div.* joint est.

BUCK, PETER PETCH, Cattle Dealer, Jervaux Abbey, Yorkshire. June 9, at 11; Leeds. *Com.* Ayrton. *Div.*

CHAPMAN, JAMES, Licensed Victualler, Balsall Heath, Kingswinsford, Worcestershire (now a Prisoner in the Gaol of Warwick). May 27, at 10; Birmingham. *Com.* Balguy. *Div.*

CLOUGH, NATHAN, Painter, Bradford, Yorkshire. June 9, at 11; Leeds. *Com.* Ayrton. *Div.*

COLLISON, HENRY WILLIAM, jun., Provision Merchant, Bath. May 28, at 11; Bristol. *Com.* Hill. *Div.*

DAVISON, JOHN, Anchor and Chain Maker, Kingston-upon-Hull. June 10, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

DERHAM, THOMAS PLUMLEY, & WILLIAM BENNETT, Cabinet-makers, Bristol. May 28, at 11; Bristol. *Com.* Hill. *First and final div.* sep. est. W. Bennett.

GRIFFITH, RICHARD, Draper, late of Pwllheli, now of Penychain, Abereirch, Carnarvon. May 28, at 11; Liverpool. *Com.* Stevenson. *Div.*

HALL, JOHN PARKER, jun., Drysalter and Ship Owner, Liverpool. May 26, at 11; Liverpool. *Com.* Perry. *Div.*

HORNBY, BENJAMIN, Hotel-keeper, Hoylake, Cheshire. May 26, at 11; Liverpool. *Com.* Perry. *Div.*

NASH, EDWARD RICHARD, Wine Merchant, 25 College-hill. May 19, at 11.30; Basinghall-st. *Com.* Evans. *Last Ex.*

PHILLIPS, SAMUEL SMITH, Provision and Bonded Store Merchant, Cardiff, Glamorganshire. May 28, at 11; Bristol. *Com.* Hill. *Final div.*

RILEY, WHITAKER, Calico Printer, Manchester. May 26, at 12; Manchester. *Com.* Jemmett. *Div.*

TAGG, JOHN JAMES, Innkeeper, Bear Hotel, Reading, Berkshire May 18, at 2; Basinghall-st. *Com.* Goulburn. *Last Ex.*

TOMLINSON, JAMES, Timber Merchant, Nottingham. June 9, at 10.30; Nottingham. *Com.* Balguy. *Div.*

WAITHMAN, WILLIAM, Flax Merchant, Yealand Conyers and Manchester; Higher Bentham and Lower Bentham, W. R. Yorkshire; and Holme Mills, Milnthorpe, Gate Beck, Westmoreland. June 12, at 12; Manchester. *Com.* Skirrow. *Further div.*

WRIGGLESWORTH, JOHN, Linendraper, Halifax, Yorkshire. May 26, at 11; Leeds. *Com.* Ayrton. *Div.*

FRIDAY, *May* 8, 1857.

BUCKLAND, WILLIAM, Corn Merchant, Ealing, Middlesex. May 29, at 11.30; Basinghall-st. *Com.* Fane, *Div.*

BURNELL, THOMAS, & WILLIAM SHELFORD FITZWILLIAM, Merchants, 6 King William-st, City. June 2, at 11; Basinghall-st. *Com.* Evans. *Div.*

COOPER, JOSEPH, sen., JOSEPH COOPER, jun., & JOE COOPER, Cotton Spinners, Holehouse Mills, Chisworth, near Glossop, Derbyshire. May 29, at 1; Manchester. *Com.* Skirrow. *Div.* joint est.; also of joint est. of Joseph Cooper, jun., & Joe Cooper; and sep. est. of Joseph Cooper, jun

DUTTON, RICHARD, Wool Broker, 4 Sambrook-ct., Basinghall-st. June 2, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

FRANGHIADI, GEORGE CONSTANTIN (C. Franghiadi, Sons), Merchant, Gresham House, Old Broad-st. June 1, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

HADFIELD, WILLIAM (William Hadfield & Co.), Merchants and Commission Agents, late of Constantinople, now of Cockspur-st. May 19, at 1.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 8) *Last Ex.*

HILL, ROBERT HENRY, GEORGE ROBERT HUDSON, & FREDERICK HUDSON (Hill, Hudson, Brothers & Co.), Importers, 120 London Wall. June 4, at 11; Basinghall-st. *Com.* Evans. *Div.*

LANGFORD, ALFRED, Brewer, Lewes, Sussex. June 2, at 12; Basinghall-st. *Com.* Evans. *Div.*

NICHOLS, HILLYARD, Corn Merchant, Bedford. May 29, at 12; Basinghall-st. *Com.* Fane. *Div.*

OLDFIELD, ALEXANDER, Bookbinder, 17 Devonshire-st., Queen-sq., Bloomsbury. May 19, at 1.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 17) *Last Ex.*

REEVES, WILLIAM AUGUSTIN, Baker, Wallingford, Berkshire. June 2, at 11; Basinghall-st. *Com.* Evans. *Div.*

RUSSELL, THOMAS, M.A., Schoolmaster, late of Osney House, Oxford, now of 17 Peter's-hill, Doctors' Commons. May 19, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 21) *Last Ex.*

STANBURY, JOSHUA DOWNING, Draper, Richmond, Surrey. May 29, at 2 (and not May 23, at 11.30, as advertised in *Gazette* of May 1); Basinghall-st. *Com.* Fane. *Final Div.*

STRAHAN, WILLIAM, Sir JOHN DEAN PAUL, Bart., & ROBERT MAKIN BATES, Bankers. 217 Strand; also as Navy Agents, at 41 Norfolk-st., Strand (Halford & Co.). June 2, at 12; Basinghall-st. *Com.* Evans. *Fur. Div.* joint est.; also of sep. ests. of W. Strahan, Sir J. D. Paul, and R. M. Bates.

TAYLOR, ROBERT, Draper, Sunderland. May 19, at 11; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 24) *Last Ex.*

TRIPP, JAMES STEVENS, Dealer in Mining and other Shares, Lombard-st.-chambers, Clements-la. May 20, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from May 6) *Last Ex.*

WILSON, WILLIAM, & HENRY WILSON, Bookbinders, 19 Foley-pl., Portland-pl. May 29, at 11; Basinghall-st. *Com.* Fane. *Div.* joint est.

WOOD, WILLIAM, Commission Agent, 149 Aldersgate-st. May 29, at 12.30; Basinghall-st. *Com.* Fane. *Div.*

DIVIDENDS.

TUESDAY, *May* 5, 1857.

HARRIS, HENRY BINNELL, Draper, Shrewsbury. Div. 5*s.* 6*d.* to creditors who have proved their debts since the last Dividend. *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 & 3.

M'PHERSON, WILLIAM CAROLINE, Oil and Colourman, Hatton-wall. First, 2½*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

SCHWARTZ, MORRIS, Clothier, Haydon-sq., Minories. First, 3*s.* 5½*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

SMITH, EDWARD, Baker, Isleworth. First, 4*s.* 6*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; May 6, and three subsequent Wednesdays, 11 & 2.

TRAVIS, JOHN, & THOMAS DURDEN KERSHAW, Cotton Spinners, Shaw, Prestwich-cum-Oldham, Lancashire. First, 10*s.* *Fraser*, 45 George-st., Manchester; May 19, or any subsequent Tuesday, 11 & 1.

WOOLDRIDGE, SARAH, Butcher, High-st., Winchester. First, 10*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

WOOLLETT, WILLIAM HENRY, & JOHN FREDERICK SANFORD WOOLLETT, Ship and Insurance Brokers, 1 Lime-st.-sq. First, 1*s.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; May 6, and three subsequent Wednesdays, 11 & 2.

FRIDAY, *May* 8, 1857.

ALLOTT, JOHN, Banker, New Miller Dam. Third, 1½*d.* *Young*, 5 Park-row, Leeds; any day, 10 & 1.

HODGE, JOHN SCAIFE, Miller, Pocklington. First, 1*s.* *Young*, 5 Park-row, Leeds; any day, 10 & 1.

JOHNSON, WALTER ROBERT, Merchant, Adelaide-chambers, & EDMUND GWYER, jun., Insurance Broker, 52 Gracechurch-st. First, 4*s.* *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

PETO, JOHN, & JOHN BRYAN (Bryan, Price & Co.), Army Contractors, 8 & 9 Dacre-st., Westminster; Liverpool; and Willow-walk, Bermondsey. First, 3*s.* *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

POTTER, WILLIAM, Grocer, Ellerburn. First, 6*s.* 8*d.* *Young*, 5 Park-row, Leeds; any day, 10 & 1.

ROYAL BRITISH BANK. Second, 2*s.* 6*d.* *Lee*, 20 Aldermanbury; on Wednesday next and three subsequent Wednesdays, 11 & 2.

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. First, 12*s.* 6*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *May* 5, 1857.

CHATTERTON, JAMES, & MOSES CHATTERTON, Millers, Horncastle, Lincolnshire. June 10, at 12; Kingston-upon-Hull.

CREASY, LIONEL, & JOHN JACKSON CREASY, Butchers, Turnham Green. May 27, at 1; Basinghall-st.

DONALD, JAMES, & JOHN LOCKHART DONALD, Watchmakers, Newcastle-upon-Tyne. May 28, at 1; Newcastle-upon-Tyne, to John Lockhart Donald.

DYER, HENRY, Cabinetmaker, 9 Castle Mill-st., Bristol. May 26, at 11; Bristol.

JAMES, CHARLES, Victualler, Loughborough, Leicestershire. May 26, at 10.30; Nottingham.

KENNARD, JOHN, Ironmonger, 32 Little Queen-st., Holborn. May 26, at 11.30; Basinghall-st.

MEDWIN, THOMAS CHARLES, & CRESSWELL HALL, Engineers, 92 Blackfriars-rd. May 27, at 12; Basinghall-st., on application of each bankrupt.

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. May 27, at 2; Basinghall-st.

NEVINS, ALEXANDER ALCOCK, Merchant, Liverpool. May 26, at 11; Liverpool.

SMITH, JAMES, Marine Store Dealer, Walsall, Staffordshire. May 28, at 10; Birmingham.

SMITH, SAMUEL, Iron Merchant, Derby. May 26, at 10.30; Nottingham.

SMITH, THOMAS, Licensed Victualler, Nottingham. May 26, at 10.30; Nottingham.

TAYLOR, JAMES, Cotton Spinner, Bottoms Hall Mill, Tottington Lower End, Lancashire. May 29, at 12; Manchester.

TIMMIS, JOHN, Timber Merchant, Lilleshall, Salop. May 28, at 10.30; Birmingham.

FRIDAY, *May* 8, 1857.

ADAMS, SAMUEL (Adams & Co), Banker, Ware, Hertfordshire. May 29, at 1.30; Basinghall-st.

EVES, WILLIAM DICKENS, Victualler, of the Wellington, Seven Sisters'-road, Holloway, and of the Cock Tavern, Old-street, St. Luke's. June 2, at 11; Basinghall-st.

HORNBY, BENJAMIN, Hotel Keeper, Hoylake, Cheshire. June 1, at 12; Liverpool.

TEASEL, OSBORN ENGALL, Timber Merchant, Norwich. May 30, at 12; Basinghall-st.

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. May 29, at 11; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *May* 5, 1857.

BAKER, WILLIAM, Clock-maker, 38 & 39 Birchall-st., Birmingham. April 30, 2nd class.

BUTT, THOMAS, Ironmonger, Littlehampton, Sussex. April 28, 1st class.

BYERS, MICHAEL, & THOMAS BYERS, Shipbuilders, Monkwearmouth Shore, Sunderland. April 29, 3rd class; to be suspended until April 29, 1859.

CORNELL, THOMAS, Carver and Gilder, 63 King-st., Regent-st.; and of Roydon, Essex, Farmer. May 1, 2nd class.

DAVIS, CHARLES HENRY, Builder, New Cross-road, Deptford. April 29, 2nd class.

DAVISON, JOHN, Anchor and Chain Maker, Kingston-upon-Hull. April 29, 3rd class; to be suspended for three calendar months from April 29.

DICKINSON, JOSEPH, Lodging-house-keeper, Harrowgate, Yorkshire. April 28, 3rd class.

GARNETT, HENRY, Stationer, 34 & 35 Strond-st., Dover. April 30, 2nd class.

HAWKEY, WILLIAM EDWARD, Tailor, 4 Sykes-ter., Mile-end-rd. April 30, 2nd class.

HENDERSON, GEORGE, Apothecary, 7 Stanhope-ter., Regent's-pk. April 30, 1st class.

INGERSENT, GEORGE, Licensed Victualler and Builder, Mall Tavern, Mall, Notting Hill. May 1, 3rd class.

KING, ALBERT, Wholesale Grocer, 32 Chiswell-st., Finsbury. May 1, 3rd class; having been suspended twelve mos. from April 11, 1856.

PORTER, SAMUEL, Livery-stable-keeper, 55 High-st., Marylebone. April 28, 2nd class.

SCHERMAN, ADOLPHUS, General Merchant, 8 George-st., Minories, and 6 New Broad-st. April 30, 1st class.

SKINNER, THOMAS, Electro Plater, Sheffield. 3rd class; to be suspended three calendar months from April 25.

TRUSCOTT, JAMES, Commission Agent, 10 Austin Friars. April 29, 3rd class.

TYLER, WILLIAM, Miller, King's Bromley, Staffordshire. April 30, 2nd class.

FRIDAY, *May* 8, 1857.

HAWKINS, CHARLES, Camp Equipage Manufacturer, 86 Strand. May 4, 3rd class; to be suspended for six months from November 15, 1856.

LADD, JOHN, Contractor, Liverpool. May 2, 2nd class.

SANKEY, JOSEPH, Wheelwright, Salford, Lancashire. April 29, 1st class.

SELFE, FRANCIS, Watchmaker, Sheerness. May 4, 3rd class.

WHITAKER, JOHN, Cotton Manufacturer, Bridge End, near Newchurch, Rossendale, Lancashire. April 29, 3rd class; after a suspension of three months.

WHITE, WILLIAM, Miller, New Crane Mill, Shadwell. May 5, 1st class.

Professional Partnership Dissolved.

TUESDAY, *May* 5, 1857.

WATTS, PHILIP HENRY, & EZEKIEL CHARLES THOMAS JOHNSON PETGRAVE, Attorneys-at-Law and Solicitors, Bath. By mutual consent. Debts received and paid by E. C. T. J. Petgrave. May 1.

Assignments for Benefit of Creditors.

TUESDAY, *May* 5, 1857.

AINSCOW, JOHN, & JOHN TOMLISON, Machine-makers, Preston, Lancashire. April 20. *Sol.* Catterall, jun., Camden-pl., Preston.

FARROW, THOMAS, Builder, Diss, Norfolk, and Bury St. Edmunds, Suffolk. April 24. *Trustees*, J. Farrow, Timber Merchant, Bungay, Suffolk; W. W. Elliott, Land Agent, Thelton, Norfolk. *Sol.* Muskett, Diss.

FOSTER, JAMES, Chemist and Druggist, Carlisle. April 29. *Trustees*, J. Black, Clothier, Carlisle; J. Kirkbride, Joiner and Cabinet-maker, Carlisle. *Sol.* Moore, Carlisle.

GREENWOOD, WILLIAM, Mercer and Draper, Abergavenny, Monmouthshire. April 23. *Trustees*, W. C. Bird, Merchant, Manchester; J. Chadwick, Merchant, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

HAIGHTON, JAMES, Baker, Russell-sq., Brighton. April 22. *Trustee*, G. Sharp, Miller, Horsham. *Sol.* Kennett, 22 Ship-st., Brighton.

HAYMAN, HENRY SPENCER, Draper, Old Town, Clapham. April 24. *Trustees*, H. Hooton, Warehouseman, Bread-st., Cheapside; H. W. Castle, Warehouseman, Love-lane. *Sols.* Reed, Langford, & Marsden, 59 Friday-st.

HICKS, JAMES, Builder, Lostwithiel, Cornwall. April 30. *Trustee*, J. Drew, St. Austell, Cornwall. *Sols.* Coode, Sons, & Shilson, St. Austell.

HUNT, JABEZ, Grocer, Cardiff, Glamorganshire. April 9. *Trustees*, W. E. Pincott, Provision Merchant, Cardiff; G. West, Gent., St. Alban's, Herts. *Sol.* Haviland, 73 St. Mary-st., Cardiff.

KROEHL, WILLIAM JOHN, Merchant, 34 Gt. St. Helen's, now of Bruce-grove, Tottenham. April 24. *Trustee*, F. T. Borrett, Merchant, 2 Philpot-la. *Sols.* Crosley & Burn, 34 Lombard-st.

OLIPHANT, HENRY WILLIAM, Gent., Hill House, Eaton, Norwich. *Trustee*, T. Sherrard, Tailor, 36 Hart-st., Bloomsbury. *Sol.* Reece, Grecian-chambers, Devereux-ct., Temple.

STRIBLING, WILLIAM, Cabinet-maker, Barnstaple, Devonshire. April 16. *Trustees*, P. Widlake, Draper, Barnstaple; W. Hunter, Timber Merchant, 30 Moorgate-st. *Sols.* Bremridge, Toller, & Savile, Barnstaple.

WRIGHT, GEORGE, Draper, Downham Market, Norfolk. April 27. *Trustee*, W. Sewell, Draper, Downham Market. *Sols.* Reed, Downham Market.

FRIDAY, *May* 8, 1857.

BRIDGES, JOHN, Farmer, Westwood, Tuxford, Nottinghamshire. May 4. *Trustees*, G. Andrews, Cake and Seed Merchant, Tuxford; E. Manuell, Maltster, Tuxford; C. Lambley, Farmer, Nottinghamshire. *Sol.* Haywood, Derby.

BUTTON, WILLIAM, & THOMAS BUTTON (Button & Son), Joiners and Builders, Gainsborough. April 25. *Trustees*, J. Fidell, Raft Merchant, Gainsborough; M. Parker, Draper, Gainsborough; A. Wilcoxon, Plate Glass Manufacturer, Monument-yard, London. *Sol.* Plaskitt, Gainsborough.

DANCE, JOHN, Grocer and Bacon Factor, Fairford, Gloucestershire. April 13. *Trustees*, W. Garne, jun., Yeoman, Bibury, Gloucestershire; A. Iles, Yeoman, Fairford. *Sols.* Sewell, Newmarch, & Francis, Cirencester.

DANCE, JOHN, & HENRY WADE, Grocers & Druggists, Fairford, Gloucestershire. April 27. *Trustees*, F. D. Hartland, Banker, Cirencester; E. Bretherton, Merchant, Gloucester. *Sols.* Sewell, Mewmarch & Francis, Cirencester.

GOULD, GEORGE, Butter Factor, Old George-yard, Snow-hill. April 8. *Trustee*, G. Osborne, Cheesemonger, 30 Ludgate-hill. *Sol.* Fuller, 39 Hatton-garden.

LEWIS, CHARLES, Draper, Mile-end-rd. April 20. *Trustees*, J. Dillon, Fore-st., and C. J. Leaf, Old Change, Warehousemen. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

MILLNER, THOMAS, Timber Merchant, Tipton, Staffordshire. May 2. *Trustees*, J. Clarkson, Timber Merchant, Birmingham; J. Chambers, Timber Merchant, Oldbury. *Sols.* W. & J. C. Barlow, 39 Waterloo-st., Birmingham.

SHAW, JAMES, Grocer, Southover, Sussex. April 27. *Trustees*, A. Smith, Brushmaker, Wentworth-pl., Whitechapel; D. G. Acocks, Provision Merchant, Old Fish-st.-hill; J Evershed, Tallow Chandler, Brighton. *Sol.* Crowdy, 17 Serjeant's-inn, Fleet-st.

SHERWOOD, HENRY JOHN, Grocer, Gloucester. April 25. *Trustees*, C. Clark, Wholesale Grocer, Gloucester; W. Roberts, Provision Merchant, Gloucester. *Sol.* George, 1 College-st., Gloucester.

STEIN, FREDERICK WILLIAM, Warehouseman, and Importer of Foreign Goods, 34 Cannon-st. West. April 9. *Trustees*, C. L. A. Martin, Merchant, 1 Rue de Menars, Paris; P. Cunit, Merchant, St. Etienne, Dept. of the Loire; J. L. Satre, Manufacturer, of same place; H. Borckenstein, Merchant, 8 Moorgate-st, London. *Sols.* Mardon & Prichard, 99 Newgate-st.

Creditors under Estates in Chancery.

TUESDAY, *May* 5, 1857.

ASHFORD, ELIZABETH (who died in July, 1855), Spinster, Sherborne, Dorsetshire. Creditors to come in and prove their debts on or before May 30, at V. C. Stuart's Chambers.

BROOK, WILLIAM LEIGH (who died in Sept. 1855), Cotton Spinner, Meltham Hall, Huddersfield. Incumbrancers to come in and prove their debts and claims on or before May 28, at V. C. Stuart's Chambers.

COOPER, ROBERT HENRY SPENCER (who died in April, 1843), a retired Capt. Royal Engineers, 9 Pall Mall East. Creditors to come in and prove their debts on or before June 15, at V. C. Kindersley's Chambers.

CROUCH, PHILIP BASTARD (who died in Jan. 1857), Supervisor of Excise, Dodbrook, Devonshire, and Newport, Monmouthshire, Dealer in Leather. Creditors to come in and prove their debts on or before June 1, at V. C. Stuart's Chambers.

EDWARDS, SAMUEL (who died in Sept. 1856), M.D., Newport, Devonshire. Creditors to come in and prove their debts on or before June 2, at Master of the Rolls' Chambers.

GOLDING, JOHN (who died in Feb. 1856), Esq., Ditton-pl., Malling, Kent. Creditors and incumbrancers to come in prove their claims on or before June 10, at V. C. Stuart's Chambers.

HARGRAVE, JOSEPH (who died in Dec. 1856), Normanby, Lincolnshire. Creditors to come in and prove their debts on or before May 29, at V. C. Kindersley's Chambers.

KIDMAN, CHARLES (who died in Nov. 1853), Baker, Margate, Kent. Incumbrancers to come in and prove their incumbrances on or before June 1, at Master of the Rolls' Chambers.

NEAL, THOMAS (who died on May 24, 1845), Gent., Glanford Briggs, Lincolnshire. Incumbrancers on his freehold and copyhold property, or of his devisee, T. R. Neale, of Hibaldstowe, Lincolnshire, to come in and prove their claims on or before June 5, at V. C. Stuart's Chambers.

PHELPS, WILLIAM (who died in Aug. 1856), Clerk, Oxcombe, Lincolnshire, and 10 Clifton-rd., Brighton, formerly Vicar of Bickneller and Meare, Somersetshire. Creditors to come in and prove their debts on or before June 1, at V. C. Stuart's Chambers.

ROTHERHAM, WILLIAM (who died on Aug. 8, 1853), Maltster and Printer, Coventry. Creditors and incumbrancers to come in and prove their claims on or before June 1, at Master of the Rolls' Chambers.

RUSHWORTH, JONAS (who died on Feb. 1, 1852), Shopkeeper, Halifax, Yorkshire. Creditors to come in and prove their debts and incumbrances on or before June 6, at V. C. Stuart's Chambers.

TURVIN, JAMES MICHAEL HANKIN (who died in July, 1855), Esq., Capt. in the Cambridge Militia, Tetworth Hall, Cambridge. Creditors to come in and prove their debts on or before May 30, at V. C. Wood's Chambers.

FRIDAY, *May* 8, 1857.

BROWN, CHARLES JOSHUA (who died on Sept. 13, 1856), Gent., Ilminster, Somersetshire. Creditors to come in and prove their debts on or before June 6, at V. C. Wood's Chambers.

EVANS, SOPHIA (who died in April, 1853), Widow, Portrane, Dublin, and Eaton-sq., Middlesex. Creditors to come in and prove their debts or claims on or before June 1, at Master of the Rolls' Chambers.

HEWISON, IONS (who died in Jan., 1857), Solicitor, Newcastle-upon-Tyne. Creditors or incumbrancers to come in and prove their debts and incumbrances on or before June 9, at V. C. Stuart's Chambers.

LIVESLEY, EDMUND (who died in March, 1836), Joiner, Portwood-within-Birmingham, Cheshire. Incumbrancers to come in and prove their incumbrances on or before June 15, at V. C. Stuart's Chambers.

MALKIN, GEORGE (who died on Aug. 2, 1822), Ironmonger, St. Lawrence, Winchester, and MARY MALKIN (who died in Nov., 1852), his widow. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.

MASSEY, EDWARD (who died in May, 1852), Watch Manufacturer, 17 Chadwell-st., Myddleton-sq. Creditors to come in and prove their debts on or before June 1, at V. C. Stuart's Chambers.

MATTHEWS, MARIANNE OCTAVIA (who died in Nov., 1856), spinster, Villa Montughi, Lorenzi, near Florence. Creditors to come in and prove their debts and claims on or before June 10, at V. C. Wood's Chambers.

MORRIS, THOMAS (who died in July, 1855), Banker, formerly of Carmarthen, late of 51 Queen Anne-st., Cavendish-sq. Creditors to come in and prove their debts on or before June 23, at V. C. Kindersley's Chambers.

NORMAN, EDWARD (who died in Jan., 1851), Farmer, Northload, Wedmore, Somersetshire. Creditors to come in and prove their debts or claims on or before May 25, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *May* 5, 1857.

GREAT CAMBRIAN MINING AND QUARRYING COMPANY.—V. C. Wood peremptorily orders each contributory, on or before May 11, to pay to R. P. Harding, the Official Manager, 5 Serle-st., Lincoln's-inn, the balance (if any) which will be due from him after debiting his account in the company's books with the call of 12s. 6d. per share made April 18th.

HULL AND LONDON LIFE AND FIRE ASSURANCE COMPANIES.—The Master of the Rolls, on May 4, appointed W. C. Wryghte, Sambrook-ct., Basinghall-st., Official Manager of these companies.

NORWICH YARN COMPANY.—The Master of the Rolls purposes, on May 22, at 12, at his chambers, to proceed to make a further call upon all the contributories for £30 per share.

CWMDYLE ROCK AND GREEN LAKE COPPER MINING COMPANY.—V. C. Wood will proceed, on May 26, at 11, at his chambers, to settle the list of contributories.

FRIDAY, *May* 8, 1857.

ANGLO-CAMBRIAN MINERAL WORKING COMPANY.—The Master of the Rolls ordered, on May 2, that this Company be absolutely dissolved and wound up.

HULL AND LONDON LIFE AND FIRE ASSURANCE COMPANIES. — All parties claiming to be creditors of these Companies are to come in and prove their debts at the Master of the Rolls' Chambers.

Scotch Sequestrations.

TUESDAY, *May* 5, 1857.

RUTHERFORD, JAMES, Gala-Cloth and Shawl Manufacturer, Crieff. May 12, at 12, Drummond Arms Hotel, Crieff. *Seq.* April 29.

STEWART, DAVID, Contractor and Shipowner, Dundee; and Farmer, Mains of Inchture, Perth. May 16, at 11, British Hotel, Dundee. *Seq.* May 2.

WALSH, THOMAS, Wine and Spirit Merchant, Finnieston-st., Glasgow May 8, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* April 29.

FRIDAY, *May* 8, 1857.

BREMNER, ANDREW, Writer, now residing in the Abbey, Holyrood, formerly of Edinburgh. May 16, at 12, Kennedy's Ship Hotel, 7 East Register-st., Edinburgh. *Seq.* May 5.

CHISHOLM, RODERICK, Tea Merchant, Theatre-la., Inverness, deceased. May 16, at 1, Union Hotel, Inverness. *Seq.* May 5.

FALCONER, PATRICK ALEXANDER (Robert Falconer & Son), Clothier, Glasgow. May 12, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* May 4.

HAMILTON, JAMES, General Merchant, Stonehouse, Lanarkshire. May 12, at 12, Globe Hotel, George's-sq., Glasgow. *Seq.* May 4.

MACPHERSON, JAMES (James Macpherson & Co.), Plumbers, Constitution-st., Leith. May 12, at 1, New Ship Hotel, 20 Shore, Leith. *Seq.* May 5, at 1.

YOUNG, JOHN, otherwise JOHN FITZROY YOUNG, otherwise FITZROY YOUNG, 13 Duke-st., St. James', London, now of 30 St. James'-sq., Edinburgh. May 12, at 2, London Hotel, St. Andrew-sq., Edinburgh *Seq.* May 4.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

TO G. J. S., Furnival's-inn.—*We intend to adopt your suggestion.*

THE SOLICITORS' JOURNAL.

LONDON, MAY 16, 1857.

THE ECCLESIASTICAL COURTS BILLS.

The CHANCELLOR has returned to his projects of law reform, which he has re-introduced with some variations, both of form and substance. It is quite impossible for the most ingenious perversity to concoct a scheme for the administration of testamentary matters which would not be some improvement on the existing courts. Although, therefore, the Government Bill is far short of what is required, we hope that it may pass, if only as a step to further improvements. It is obvious that all probates ought to be universally conclusive as to every species of property to which the will relates. When once the validity of a testamentary instrument has been investigated after due notice to all parties concerned, it ought never again to be called in question, except by way of appeal from the first decision. Anomalies like that presented by the recent case of *Boyse* v. *Rossborough*, where the same will was held valid by an English Court and invalid by the corresponding tribunal in Ireland, are a disgrace to our jurisprudence. It is equally absurd that a testator should be held by one Court to have been incompetent to bequeath his personal property, while another Court, of equal authority, pronounces the devise of his real estates valid. To some extent, the CHANCELLOR'S Bill gets rid of these strange absurdities. The independent Diocesan Courts are to be merged in a single Court of Probate, of which the old local officials are to form the district officers. The grave questions which used to arise as to the necessity of a Canterbury probate, the locality of property, and the nature of *bona notabilia*, will thus be put an end to. A further and more considerable reform is the extension, in certain cases, of the probate jurisdiction to real estate. Where a will is proved in solemn form, the probate is to be evidence of the validity of the disposition of real as well as personal estate; and the grant of letters of administration, by an order founded on the invalidity of an alleged will, is in like manner to be available to establish an intestacy in favour of the heir-at-law. These provisions will, no doubt, be serviceable, but their chief merit consists in the fact that they can scarcely fail to lead to the only rational system,—that of constituting the executor or administrator a real, as well as a personal, representative. Why a grant in common form should not also be made applicable to realty is more than we can comprehend; but duly remembering the tenacity of life which belongs to the ecclesiastical courts, we are reluctant to urge objections to any measure which offers to remove any part of the defects of the present jurisdiction.

The principal change introduced into the Bill, as compared with that of the last session, is in the constitution of the court before which contentious suits are to come. This is, avowedly, a concession to the objections of Lord Campbell; and, perhaps, also to the clamour of the *Times*. It strikes us as a matter of no importance whatever. The present judge of the Prerogative Court is to do the work instead of one of the Vice-Chancellors, as originally proposed. The *Times* will no doubt, with its usual sagacity in legal matters, inform the public that their wills have been saved from the devouring jaws of the Court of Chancery; but, except that an additional judge will have to be paid, the court which is to decide in the first instance will proceed in the same way, at the same cost, and with the same evidence as that originally proposed. The only change is in the appellate jurisdiction, a direct appeal to the Privy Council being substituted for the successive appeals to the Court of Appeal in Chancery and to the House of Lords. In the ultimate tribunal we think this an improvement, but the expense in ordinary cases will be seriously increased; as experience has shown that a decision by the Lords Justices, which may be obtained at little cost, is generally sufficient to satisfy a suitor without a reference to such formidable courts as the Judicial Committee or the House of Lords. However, as the Bill stands, the judgment of Sir J. Dodson is to be conclusive on all who are not prepared to carry their complaint to the supreme tribunal.

In the Divorce and Matrimonial Causes Bill two important alterations have been made. The worst faults of the measure introduced in February were, that it left the action of criminal conversation untouched, and that it gave an entirely novel power to husbands and wives of effecting a quasi judicial separation by mutual consent, and returning to the liberty of the unmarried state, for all purposes except that of contracting a second marriage. This strange provision has, we are glad to see, been omitted from the new bill, the CHANCELLOR having, we presume, discovered that there was not an individual in the country besides himself who could be found to approve of the license which he proposed to bestow. On the other point, the Bill, though still defective, contains a clause which may be expected greatly to discountenance *crim. con.* proceedings. It is proposed, that, after the passing of the Act, no such action shall be maintained unless the plaintiff shall have previously obtained a final decree of divorce *à vinculo*. This just reverses the present rule, and instead of the action being an essential preliminary to a divorce, the divorce is to be a condition precedent to the action. The effect will probably be to work the practical abolition of the action altogether; but to prohibit an acknowledged nuisance by express enactment would have been more statesmanlike than to shuffle it out of the way by imposing a condition which will, in most cases, suffice to prevent it. Such as they are, the CHANCELLOR'S bills have now a fair chance of passing; and though we cannot profess ourselves satisfied with their provisions, there is no doubt that they will be some improvement on the existing law.

THE PRIVY COUNCIL ON THE LAW OF DOMICIL.

A decision of the Privy Council delivered during the course of this week by LORD WENSLEYDALE has several points of interest. The case belonged to that puzzling and intricate class which turns on questions of domicil; and the judgment, if it deserved notice on no other grounds, would repay a careful study, by the legal acumen and the clear reasoning which it displays in dealing with a very difficult point. But it has other claims to our attention. It incidentally touches on many nice questions in the general law of domicil; it elucidates and strengthens portions of the received English law; and it throws some light on the degree of legal uncertainty that may exist in other systems than our own.

The question at issue was, whether the will of a lady should be admitted to probate, under the following circumstances:—The testatrix was the daughter of a General Calcraft, an officer in the East India Company's service, and was born in India, in the year 1795,

and thus had by birth an Anglo-Indian domicil. She came with her father and sister to England in 1805, and remained there twenty years. In 1825, she left her father, and travelled with her governess through different parts of the Continent. In 1834, General Calcraft died, and the testatrix was joined by her sister. The two sisters settled in Paris in 1838, and the testatrix resided there until her death in 1853. She made a will in 1842, in the English form; and the validity of this will was the subject-matter of dispute. The will was clearly invalid if it was necessary that it should have been made according to the forms prescribed by the French law. There could also be very little dispute as to the fact, that the testatrix had, according to the general principles of international law, acquired a French domicil. It is a settled point of English law that the form and solemnities of a will must be governed by the laws of the country where the deceased is domiciled. The real question, therefore, was, whether the French law required that the will of a domiciled stranger should be made according to the solemnities which are prescribed by the municipal law of France in the case of wills made by French citizens.

The question must necessarily have been answered in the affirmative if the municipal law of France had been silent as to the position of domiciled strangers. It is a fundamental maxim of the law of domicil, that the legal acts of a domiciled stranger must comply in form with the rules prescribed by the law of the country where he is domiciled. But, by the 13th Article of the Code Napoleon, it is provided that a foreigner, who shall have been admitted by authorisation of the Emperor to establish his domicil in France, shall enjoy there all civil rights so long as he shall reside there. The testatrix had not received this authorisation, and it therefore became necessary to decide what was her position. The Judge of the Court below held, that this Article of the Code implied that an Imperial authorisation was necessary, before a domicil could be established; and, consequently, that the testatrix, never having taken the requisite means to procure a French domicil, and, therefore, never having changed her domicil at all, could make a valid will according to the English form. The Lords of the Privy Council reversed this decision. They construed the Article of the Code as meaning that a stranger receiving an authorisation was to enjoy all civil rights, but that a stranger not receiving an authorisation might still gain some of the rights which would accrue to him under the general law of domicil. They referred to several French cases, showing that this was the interpretation put upon the Article in the French Courts, and also showing that the capacity to make a will was one of the rights for the acquisition of which an authorisation was not necessary. This was sufficient to decide the case before them, and they accordingly pronounced a final judgment against the will.

In a case depending so largely on the proper exposition of the French law, it was, of course, material to have the opinions of eminent French lawyers to guide the English Courts. Accordingly, when the case was heard before the Judge of the inferior Court, five French lawyers were examined on behalf of those who sought to establish the will, and three on behalf of those who attacked its validity. Their opinions do not appear to have inspired the Lords of the Privy Council with much respect. Lord WENSLEYDALE remarked, that the five who supported the will all agreed in saying that the testatrix had not, under the rules of general international law, gained a French domicil. That she had, was so clear to him and his colleagues, that they could not feel much confidence in lawyers whom they considered so palpably mistaken. Further, not only they, but the lawyers on the other side, seemed either ignorant of, or indisposed to admit, the rule, that, in inquiring into the validity of a will, it is the domicil at the time of death that has to be ascertained, not the place of residence at the date when the will was made. This rule, long since laid down, has received so decisive a sanction from this judgment, that, in England at least, it can never hereafter be called in question. We cannot forbear to remark that nothing could be much more badly drawn than the Article of the Code which had to be interpreted. It is one of the simplest maxims of legislative expression, that the legislator should always set clearly before him what will be the negative force of an affirmative provision. That the framers of the Code should not have considered the position of a stranger who did not obtain an authorisation of domicil, is certainly remarkable. We should never think of denying that the Code Napoleon is a very masterly production; but we suspect that Englishmen who praise it unreservedly, judge it by a more lenient standard than they would apply to any great effort of English legislation.

This case suggests the practical question how wills ought to be drawn when an English subject is residing abroad, and it is uncertain, as it so often is, whether a new domicil has or has not been gained. As the communication with the Continent becomes more extended, and as English families accustom themselves more and more to reside for considerable periods abroad, it becomes every day more likely that such a question may be forced on the consideration of an English professional adviser. We believe that there is a simple and easy way by which the validity of the will may be made indisputable. Not only the law of France, but the law of all the chief continental nations, considers as valid a holograph will—a will that is entirely written, dated, and signed by the testator. If, then, the testator makes or copies a will in his own handwriting, and it is subsequently witnessed according to the provisions of the English Wills Act, it must be valid, whether the testator has or has not lost his English domicil.

Legal News.

The present session of Parliament, although likely to be of short duration, will, we believe, be marked by the introduction of many most important measures of law reform. It is said that the resolution which was unanimously affirmed by the House of Commons in February last, recommending the constitution of a separate and independent department of justice, has received, during the short vacation afforded by the general election, the most earnest consideration of the Government. We are enabled to state upon what we believe to be reliable authority, that a measure to establish such new department will be shortly submitted to Parliament by the Attorney-General, and that its main features will be as follows:—The LORD CHANCELLOR for the time being will be *ex officio* the Minister or recognised head of the new department of justice, and will preside in a Committee of the Privy Council, to be composed of the Lord President of the Council, and other members including the law lords and ex-judges, probably the majority of those at present constituting the legal committee. To this Committee, under the presidency of the LORD CHANCELLOR, as Minister of Justice, will be intrusted the supervision of the civil and criminal jurisprudence of the country, and generally its administration by existing tribunals. In addition, there will be two Under Secretaries of State belonging to the department—one charged with the superintendence of civil, and the other of criminal justice. These officials will be assisted by a competent legal staff, whose time will be exclusively devoted to the business of their respective branches. They will have to collect and arrange judicial statistics, and to revise, under the control of the Committee, current legislation; each as it affects the interests under

his charge. It will be their duty also to point out errors or defects in the administration of the law, and suggest appropriate remedies. We believe that machinery will be adopted in connection with the department, by which the huge mass of our enacted and unenacted or judge-made law will be consolidated and systematically arranged. But this part of the general plan must of course depend in some measure upon the course which Parliament will adopt on consideration of the report of the select committee on the mode and language of legislation. If a committee, assisted by an officer of the House, be appointed for the purpose of revising current legislation, and of directly or indirectly consolidating our statute law, we presume that the business of the new department of justice will be confined rather to the matter of legislation, than to its manner and language. It is also intended that the committee shall sit as a Court of Appeal, to hear and decide criminal cases on questions of fact, in which there is at present no appeal. The effect would be to substitute judicial investigation for the frequently loose and uncertain, and always secret and irresponsible, system now existing, which, in point of fact, confers upon the HOME SECRETARY exclusive jurisdiction in questions affecting life and death, and imposes upon him a duty which it must be most difficult and painful for him to discharge. This plan, speaking generally, has unquestionably many recommendations to the support of Parliament. It avoids the expense and inconvenience of the appointment of an additional legal member of the Cabinet, who would practically supplant, or, at all events, frequently clash with, the LORD CHANCELLOR as the head of the law. It is, moreover, the recognition of a principle of central supervision, for which all law reformers—especially BENTHAM, ROMILLY, and BROUGHAM—have energetically laboured, and which has been found of eminent advantage to the jurisprudence and judicial administration of continental Europe.

The Bill to render criminal fraudulent breaches of trust, it is said, proposes to extend the definition of larceny so as to make the fraudulent conversion of trust-property a misdemeanour. To prevent a multitude of prosecutions, which might be instituted from ignorance or mistake, or from the private pique or disappointment of *cestuis que trust*, it provides that no prosecution shall be instituted unless directed by a judge of one of the superior courts, or by the Attorney-General. The measure will deal with another class of trustees—viz. the directors and officers of joint-stock companies, and proposes to enact that fraudulent representations, false entries in account books, and false balance-sheets, issued for the purpose of deceiving the public, shall also be misdemeanours.

The new Joint-Stock Banks Bill will extend the principle of limited liability to those institutions, in conformity with the system which has been found secure and highly advantageous in our Colonies and the United States of America. It is proposed that the liability of each shareholder should be limited to 100 per cent. beyond the amount of his shares. Thus, every holder of ten shares of £100 each will be liable, in case of failure, to pay the sum of £2,000, and a reserved fund corresponding to the amount of subscribed capital will thereby be rendered available.

The difficulty in dealing with insurance companies, which form the subject of another Government measure, arises from the constitution of mutual associations. We are informed that one of the main objects of the new bill will be to assimilate the position of proprietors in such companies to that of ordinary shareholders in other insurance companies. As the two last-mentioned bills are likely to be laid on the table of the House of Commons before our next publication, it is unnecessary now to enter more particularly into their provisions.

CONSEQUENCES OF AN ATTORNEY'S NEGLIGENCE.

Two actions, arising out of one dispute between an attorney and his client, have been tried this week before Lord CAMPBELL, and in both cases judge and jury seem to have concurred in verdicts which appear to us extremely questionable. In the case first tried, however, the only clear objection to the verdict is, that the plaintiff ought, perhaps, to have recovered the costs of a writ of summons, whereas his claim was altogether disallowed. This, then, is a very small matter. But in the second case, a verdict has been found against the attorney for negligence in prosecuting an action on a bond, and the jury have given £644 damages. The balance due on the bond was ascertained by the Master at £744, and it was contended on behalf of the client that this sum might have been recovered if the attorney had prosecuted the action with due diligence. We do not think any person not vehemently prejudiced against lawyers can acquiesce in this as the correct inference from the facts proved. The jury's estimate of the probable *squeezability* of the defendant in the action differs altogether from our own. It is true, that one of his creditors did extract from him a sum of nearly £300, but that success was due to the happy accident of an arrest being effected on the very morning of the debtor's marriage. The ceremony had been performed when the officer appeared to claim his prisoner, and in this exigency the father of the lady was induced to pay the debt. The problem presented by Lord CAMPBELL to the jury appears to have been this: Assume that judgment might have been obtained in August for £744, and a *ca. sa.* duly lodged for that amount about the day of the debtor's marriage—what is the value of the probability that the father of the actual or potential wife, having paid one debt of £300 to liberate the person of his son-in-law, would and could have paid another debt of £744 to prevent the first outlay being thrown away? This probability the jury, by some inscrutable process of arithmetic, have estimated at £100 less than absolute certainty. We think that the deduction of £100 is rather less rational than a verdict for the full amount, and in either case should look with some confidence to the result of a motion for a new trial. It must be owned that the omission to obtain a reference to the Master of a mere matter of account, and the quiet allowance of ten applications for time to plead, form, together, a remarkable example of supineness in the attorney, of which the client may very reasonably complain. But we do not think that any diligence could have attained a different result; and this opinion will, we believe, be shared by all who read the subjoined details of the case.

In the first case, *Chapman* v. *Van Toll*, the plaintiff, William Chapman, an attorney at Richmond, sued the defendant, a widow lady named Van Toll, to recover the sum of 48*l.* 2*s.* 10*d.* for work and labour done as an attorney. The defendant pleaded only the general issue.

It appeared that the sum of £1,000 had been lent to a Captain Roberts on the security of his bond, and the defendant, wishing to recover the amount still due, placed the matter in the plaintiff's hands. He instructed his London agent, Mr. George Helder, to take the necessary proceedings, under the advice of a special pleader. A writ was issued in July, 1855, and two days after its service—viz. on the 16th, Captain Roberts wrote a letter to the defendant, in which he said he had repaid the sum of £450, and that only £550 was due; and that he was ready to hand over that amount, through his solicitors, on receiving a proper receipt. This letter was forwarded to the plaintiff, and by him to his agent; but, instead of availing himself of the provision in the 3rd section of the Common Law Procedure Act, 1854, which gave him power to apply to judge and get the account referred, he delivered a declaration, and proceeded to trial in the regular course. The cause was set down for trial at Guildhall on the 14th of December; but after the briefs had been delivered to counsel, it was arranged that the record should be withdrawn, and that it should be referred to the Master to state the account. This was accordingly done, and the Master certified that £741 was due; but when execution was issued, nothing could be obtained. Roberts for a time left the country, and on his return he became a bankrupt, but had paid nothing.

The defence was, that when Captain Roberts wrote the letter of the 16th of July, admitting his liability, it was the duty of the plaintiff to get the matter referred under the Common Law Procedure Act, 1854, and that his not having done so was negligence, which disentitled him from recovering.

The plaintiff and his agent were recalled, and asked to explain why they did not apply to a judge under the Act. They

stated that they saw Captain Robert's solicitors, and that they got time to plead, and pleaded several pleas, denying liability.

Lord CAMPBELL said, the question for the jury was, whether the plaintiff had been guilty of negligence, such as to render his services wholly useless to the defendant, in not adopting a most salutary enactment, which enabled either party, without delivering a declaration and going to trial, to make an application to a judge to have the case summarily decided, or to have it referred. His Lordship read the 3rd section of the Common Law P ocedure Act, 1854, which enacted, that, "If it be made to appear, at any time after the issuing of the writ, to the satisfaction of the Court or a judge, upon the application of either party, that the matter in dispute consists wholly or in part of matters of mere account which cannot conveniently be tried in the ordinary way, it shall be lawful for the Court or judge, upon such application, if they or he think fit, to decide such matter in a summary manner, or to order that such matter, either wholly or in part, be referred to an arbritrator appointed by the parties, or to an officer of the Court, or, in country causes, to the judge of any County Court, upon such terms as to costs and otherwise as such Court or judge shall think reasonable." His Lordship said, this was a most salutary enactment, and there could be no doubt that this case came within it. It was a question of mere account, and was not fit to be tried by a jury, but could be much better disposed of by a single judge. This was a case in which a judge could have made an order of reference. It was an action on a bond, and the only question was how much was due upon it. If it had been referred to the Master, the whole matter would have been over by the end of the month. But, instead of that, a declaration was filed, and notice of trial was given; and it was not till the trial was coming on that it was discovered that it was not a fit case for a jury, and it was referred. His Lordship thought there certainly was evidence of negligence; but some explanation had been made of it, which deserved the attention of the jury. Irrespective of that, it did not appear that the plaintiff was at all to blame. His Lordship did not think the plaintiff was entitled to the costs incurred after the writ was issued.

The jury found a verdict for the defendant.

Mr. *Pollock* submitted that the plaintiff was entitled to recover his costs down to the service of the writ.

Lord CAMPBELL.—Not if his services were wholly useless.

The jury said that was their opinion.

Lord CAMPBELL said he thought the verdict was a salutary decision, and it would show that it was not only the duty, but the interest, of attorneys to avail themselves of this enactment, which enabled parties without delay or expense to have matters of account adjusted.

Verdict for the defendant.

In the second case, *Van Toll* v. *Chapman*, the plaintiff sued the defendant to recover damages for the loss which she had sustained by his negligence when acting as her attorney.

It appeared that the plaintiff when very young had been married to a Mr. Van Toll, in 1851. Her husband had a considerable fortune, but his habits were very extravagant, and in order to protect her interests, he was induced to pay a sum of £1000 into the London and Westminster Bank to her credit. Captain Julius Roberts, of the Royal Marine Artillery, professed to be the plaintiff's friend, and undertook to invest this money for her benefit. The plaintiff accordingly signed a check in his favour for the £1000; but instead of investing this money, Roberts kept it himself, and to secure the amount, he sent her his bond for £2000, dated the 24th of November, 1852. A portion of the money was repaid; but as the plaintiff lost her husband in 1854, she was anxious to recover the balance remaining due. She accordingly, in the early part of July, 1855, placed the matter in the defendant's hands, with instructions to sue Roberts and get the money. The plaintiff's contention now was, that as soon as the defendant was made aware that Roberts acknowledged his liability, he ought to have applied to a judge under the 3rd section of the Common Law Procedure Act, 1854, and to have had the matter of account at once referred to the Master. Had that course been taken, there were reasonable grounds for believing that the plaintiff might have obtained judgment and execution in a few weeks, and so have got the debt paid. Evidence was given to show that if judgment had been obtained against Roberts in August, the whole, or at least a portion, of the defendant's claim might have been satisfied. A person named Tate had brought an action against him on the 25th of June, and Roberts on the 2nd of August had agreed to a judge's order for the payment of £394 odd on the 12th of August. He was married on the 15th of August, and being arrested that morning for another debt of £378 odd, his father-in-law paid the amount. It also appeared that he had drawn a sum of £150 out from an insurance society.

Mr. *Hawkins* called the defendant and his agent, and they both stated that they were not at the time aware of the provision in the Common Law Procedure Act which had been referred to.

Captain Roberts also was put into the box, and stated, that if he had been pressed for money at the period in question he could not have paid; and that the only chance he had of being able to meet his liabilities was by having time given to him. He stated that he had been employed by the Government in fitting up gunboats, but, being ordered abroad, he had given up his commission and been allowed to retire on half pay.

Lord CAMPBELL repeated what he said on the previous trial, that where the defendant's liability was admitted, and the only matter to be decided was one of mere account, it was the duty of an attorney to proceed under the 3rd section of the Common Law Procedure Act, 1854. It would therefore be for the jury to say what damage, if any, the plaintiff had sustained by reason of the defendant's negligence in not adopting that course.

The jury retired to consider their verdict, and on their return into court found for the plaintiff, damages £644.

ROYAL BRITISH BANK.

On Thursday, Mr. Commissioner *Holroyd* gave judgment in this case. He said, according to the Act of Parliament under which this inquiry has been conducted, the 7 & 8 Vict. c. 111, s. 25, a report of the cause of the failure of the company is to be made by this Court to the Board of Trade, and the Court is to be at liberty to state any special circumstances relating to the formation or management of the affairs of the company; but by the terms of the Act this report is to be made after the company have passed their last examination. Now, the last examination has been adjourned to the 24th of June; but, notwithstanding the above provision, I think the Court ought at once, *ex mero motu*, to direct copies of the examinations to be transmitted to the Attorney-General, so that the Government may be advised by its law officers as to instituting criminal proceedings. To wait until the last examination might occasion inconvenience, if not defeat the ends of justice. I do not believe that a scene of greater recklessness, fraud, and criminality of conduct in the management of a banking establishment was ever exhibited in a court of justice than is disclosed by the examinations taken under the adjudication of bankruptcy against the Royal British Bank; and I may observe that these examinations will be admissible in evidence against the parties in case of a prosecution. His Honour referred to the various provisions of the Act for the regulation of Joint-stock Banks, and of the deeds of settlement, and then proceeded:—Nothing can be more clear and explicit than the provisions in the charter as to the duties of the directors and other officers of the company; and where a duty is thrown on a body consisting of several persons, each is individually liable for a breach of duty, as well for acts of commission as of omission,—that is, each individual of the body who does not do what in him lies to discharge his public duty, contracts by his negligence individual guilt; and where parties are required by law to certify as to a particular fact, it is not necessary to show that they knew at the time that the contents of the certificate were false. It is not necessary to go in detail into the facts brought to light during this most painful inquiry, or to single out any particular persons as delinquents; that will be for elsewhere and hereafter; but having regard to the course pursued in the management of the affairs of the Royal British Bank, in defiance of the Act and of the charter, I think the directors and general managers are open to some one or more of the following charges:—1st, Commencing business before all the shares were subscribed for, and at least half the amount paid up, and repaying part of the sum paid up without leave of the Board of Trade; 2nd, Making, declaring, and publishing false statements and balance-sheets of the assets and liabilities of the bank, and of the amounts and nature of the capital and property and value thereof, and of the profits and losses of the company; thereby concealing the actual state and position of the affairs of the corporation, and giving a semblance of solvency where the reality had ceased to exist; and sending false reports and balance-sheets and profit and loss accounts to the proprietors, as required by s. 4,—3rd, Declaring dividends when no profits had been made, but, on the contrary, when the affairs of the corporation were greatly embarrassed and large losses had been incurred, and when, accord-

ing to the terms of the charter, not a farthing ought to have been allowed for dividend.—4th, Conspiring to raise the price of the shares of the company by illegal means and with a criminal view. To give a fictitious price to the shares of a company by means of false reports and publications, or by declaring dividends when there are no profits, or by the company buying their own shares, is a fraud levelled against the public. —5th, Conspiring, when in a state of insolvency, and when the losses of the company had exhausted the "surplus or reserve fund" and one-fourth part of the paid-up capital, to obtain a supplemental charter from the Crown by false representations and by false reports and balance-sheets, and making dividends when not justified in so doing, and thereupon issuing new shares or obtaining deposits for new shares at a premium, with intent to cheat the public and in contempt of the prerogative of the Crown.—6th, Making such repeated gross misapplication of the funds of the bank by large loans to some of the directors and other persons on terms of the utmost risk, in total disregard of the discretion vested in the directors by the charter, with consequent serious loss to the corporation; embarking in a hazardous speculation by laying out large sums of the bank money upon an undertaking quite foreign to the business of banking—the Welsh mines—and thereby also incurring heavy losses; not exercising proper superintendence and control over the general manager in conducting the business and affairs of the company; and though the directors found that the losses of the company had exhausted all the "surplus or reserved fund," and also one-fourth of the capital actually paid-up, failing to call a special general meeting of the proprietors and to submit to the meeting a statement of the affairs of the company. I may here add, that the petition for the original charter contains false representations as to the payment of the deposit on shares. With respect to the auditors of the company, it appears that they neglected the duty of properly examining and auditing the accounts of the directors, for, without examination of the books, vouchers, and documents relating to such accounts, they signed them as correct, when, in fact, the accounts were fallacious, and concealed the real financial state of the bank at the time. The auditors were in a situation to know the falsehood of that which they signed as correct, but neglected to avail themselves of the means of knowledge within their power. Now comes the question as to the criminal responsibility of the directors and other officers of the corporation. Upon this point no doubt can be entertained. His Honour then stated the grounds of his opinion, and referred to many authorities in support of it, and added that he should direct the proceedings under the bankruptcy to be forthwith brought to the special notice of Government in the way already pointed out.

RAILWAY AND CANAL TRAFFIC ACT, 1854.
17 & 18 VICT. c. 31.

The Court of Common Pleas—to which exclusive jurisdiction is given in cases of dispute arising out of the working of railways—has recently pronounced some decisions upon the above Act which are of extreme importance to railway companies and to those concerned in advising them.

In the first case (*In re the Caterham Railway Company*, 1 C. B., N. S., 410) the Court refused to interfere to compel the company possessing the main line to charge the same rate for passengers to Caterham as they charged for passengers to Epsom—another branch on the same line extending over *the same number of miles*, but not traversing *the same portion of their railway*; they also declined to entertain a complaint on the part of the branch line that an insufficient number of trains stopped at the junction, and stopped at inconvenient places—it not being shown that there was *a want of reasonable accommodation afforded to the public*; but they intimated an opinion that the absence of a *covered station* at the junction, was a want of due and reasonable accommodation which *would* induce them to interfere.

In the next case (*In re Barret, Id.* 423), the Court refused to grant an injunction, at the suit of an individual, to enforce the running of "through trains" by the Great Northern and the Midland Railways between King's Cross Station and a remote village in Yorkshire, there being ample accommodation by the North Western line, at the same expense, though by a somewhat longer route.

In the third case (*In re Ransome, Id.* 437), the Court restrained the Eastern Counties Railway from giving an undue preference to a coal merchant at Peterborough, dealing in coals brought by land carriage from Yorkshire and Staffordshire, by charging him lower rates for the carriage of his coals than they charged another coal merchant at Ipswich, for whom they carried coals (sea-borne to Ipswich) over *the same portions of their line*; the object of the company being to enable the former to compete with the latter—an object the Court thought not warranted by the Act. The Court, at the same time, recognised the right of the company to vary their charges (as they also did in the fourth case, *In re Oxlade, Id.* 454) where the difference was justified by difference of circumstances, *ex. gr.* the interests and convenience of the company themselves.

In the last case (*In re Marriott, Id.* 499), the South-Western Railway Company were injoined to permit an omnibus proprietor to drive into their station-yard, for the purpose of taking-up and setting-down passengers at their booking-office, it appearing that they allowed another proprietor that privilege, and that there were no special circumstances to justify the exclusion of the complainant.

COURT OF BANKRUPTCY.

RE JOHNS.

Mr. *Lucas* submitted that the bankrupt could not pass on his present accounts, which were unvouched to the extent of £1,800.

The COMMISSIONER—They are better vouched than accounts that were passed the other day by the Court of Review.

Mr. *Lucas*—I think it right to add that the official assignee (Mr. Johnson) is not satisfied.

The COMMISSIONER—I do not care for that—he ought to be here. I shall pass the bankrupt.

RE CAMPIN.

In this case the following point arose:—The official assignee is entitled to 5 per cent. upon debts and 1 per cent. upon property. A sum of about £160 was passed into his hands, £130 being in bills drawn upon customers, and the remainder in cash. The official assignee having only to pass the bills through the Bank of England, to whom they were paid on presentation, it was submitted that they ought not to be classed as debts. There was another item which was in this position:—Prior to the bankruptcy the bankrupt had agreed to sell certain stock; that sale had since been completed, and it was contended that the transaction ought to be regarded as a cash transaction.

The COMMISSIONER held that the cash (£30) was a different thing from the bills. The bills might or might not have been paid on presentation. The official assignee had sometimes much trouble in such cases and no remuneration, and he was not to be deprived of the full percentage because the bills in this case were paid on presentation. The bills must be regarded as a debt. No legal sale of the stock having been completed, the official assignee would be entitled to his percentage of 1 per cent. upon that transaction as one of property.

MR PHINN.—Lord *Campbell*, seeing Mr. Phinn in his place in the front row, said he was very glad to see him back again; but he could not ask him to move, as it was the last day of term. His lordship, according to ancient custom, then called upon the juniors in the back row to move.

IN RE JOHN WILLIAMS KNIPE, AN ATTORNEY.—Mr. *Garth* moved to make a rule absolute to strike an attorney of Worcester, named John Williams Knipe, off the roll for misconduct.—Master *Turner*, to whom the matters had been referred, then read his report to the court.—Mr. *Garth* said notice had been given to the gentleman who had appeared for Mr. Knipe before the Master that his report would be read this day, but he believed the attorney did not appear either by counsel or in person.—Lord *Campbell* said that after the able and clear statement contained in the Master's report it appeared to the court that Mr. Knipe was not a fit person to remain on the roll of the court. The rule must therefore be made absolute to strike him off.

THE IMPROVEMENTS AT GUILDHALL.—We are happy to have it in our power to record the unqualified approbation expressed by the gentlemen of the bar of the alterations recently effected by the corporation in their courts. Instead of the gloomy, ill-ventilated, inconvenient, and almost unapproachable closet, a light, commodious, and easily accessible robing-room and reading-room to boot have been provided—alterations which have not been attained at any sacrifice of the space allotted to either of the courts, but have rather been introductory of improvements in the hall, and the general arrangements of the Courts of Queen's Bench and Common Pleas. Two additional courts have also been constructed in the buildings near to the Guildhall and this court, which will be found very useful when double courts are sitting. With respect to the arrangement of these new courts, there is much to approve of; but we should say that if a barrister had been consulted he would have recommended the Bar to be located in a position to and

from which there would be free access and retreat. At present these seats are placed in one of the courts at the extreme further corner; and in the other the plan is little, if at all, better. We fear that when the dog-days come these buildings will be found to be insufferably hot, as they are lighted from lanterns only. The authorities and officials must, therefore, take care and "raise the wind" in earnest.—*Times.*

LEOPOLD REDPATH'S CHARITIES.—The Rev. J. G. Rowe, curate of Greenhow, in the north of England, had written to this bankrupt, among other persons, shortly before his failure, soliciting a subscription for the erection of a church. The bankrupt immediately sent him £20. Mr. Rowe felt that he could not in his conscience retain the money, as it must have been the result of frauds, and he returned it to be placed to the credit of the estate.

The Lord Chancellor has appointed Mr. John Terrell Shapland, of South Molton, solicitor, a Commissioner to administer Oaths in Chancery in England; J. W. Johnston, Esq., has been appointed Attorney-General, and M. J. Wilkins, Esq., Solicitor-General, for the province of Nova Scotia; and Nicholas Gustave Bestel, Esq., Second Puisne Judge of the Supreme Court of the Colony of Mauritius.

Recent Decisions in Chancery.

DOUBLE REMEDY—PROCEEDINGS AT LAW AND IN EQUITY AS TO SAME SUBJECT-MATTER.

Gedye v. *Duke of Montrose*, 5 W. R. 537.

It is a well-established principle of courts of equity, that, where the Court entertains jurisdiction, it has power to decide upon the whole case before it, and will restrain parties from prosecuting their legal claims in a court of law, in respect of the same subject-matter which is litigated in equity. So that, where the Court has the means of estimating damages in a case of specific performance or injunction, it will not confine the operation of its decree merely to the relief peculiar to courts of equity, but will award compensation or consequential damages. We find, therefore, in such cases as *Hogue* v. *Curtis* (1 Jac. & Walk. 449), that, where the plaintiff in equity is also proceeding at law for substantially the same thing, a court of equity will restrain the proceedings at law until the plaintiff has elected before which tribunal he will proceed. Under the old practice, the usual mode in these cases was for the defendant, on putting in his answer, to move that the plaintiff might elect, and for an injunction in the meantime, with a reference to the Master to ascertain whether the plaintiff was proceeding for the same matter both at law and in equity. In *Frank* v. *Basnett* (2 Myl. & Ke. 618) the plaintiff obtained a decree for specific performance of an agreement, by which the defendant was to convey to the plaintiff certain pieces of land, and the plaintiff was to build a bridge. Pending proceedings in the Master's office relating to the conveyance, the defendant brought an action against the plaintiff for damages by the non-erection of the bridge. The Court restrained this action. "No action," said Lord *Lyndhurst*, "could be brought upon the contract up to the time of the decree, and after the decree some time must necessarily elapse before the direction of the Court could be carried into effect." If there had been improper delay in carrying out the decree, his Lordship considered that the right course for the aggrieved party would have been to have moved for liberty to bring an action, which no doubt the Court would always grant, if it were itself unable to do complete justice. In *Gedye* v. *Duke of Montrose* the suit was for specific performance of an agreement to assign the lease of a house; and an interlocutory order was made for delivering up possession to the plaintiff, and also for executing the assignment, which was to bear date as of the time when possession was first claimed under the agreement. The plaintiff, subsequently to this order, brought an action of trespass against the defendant, the declaration stating that the defendant had entered the plaintiff's house and expelled him from possession, and also containing other counts as to breaches of the agreement similar to the allegations in the bill in equity. The defendant moved that the plaintiff might make his election in which court he would proceed, and that in the meantime all further proceedings might be stayed. *Wood*, V. C., made the order prayed, being of opinion that the case was entirely concluded by authority. "It was by an accident," said his Honour, "that, having obtained the assignment which was executed as of a date previously to the trespass complained of, it had the effect of conferring on the plaintiff a legal title anterior to such alleged trespass, and enabled him to frame his action for trespass, which he could not have done while the case rested in contract only." And, without any reference to chambers to ascertain the identity of the subject-matter of litigation, the Vice-Chancellor came to that conclusion from a comparison of the allegations in the bill and in the declaration.

APPORTIONMENT—TENANT FOR LIFE ENTITLED TO REVERSION IN FEE—4 & 5 WILL. 4, c. 22.

Re Clulow's Estate, 5 W. R. 544.

Under the 4 & 5 Will. 4, c. 22, all rents service reserved on any lease by a tenant in fee, or for any life interest, and all rent-charge, &c., made payable or coming due at fixed periods, are to be apportioned, so that on the death of any person interested in such rents, &c., or on the determination, by any other means, of the interest of any such person, he or his executors shall be entitled to a proportion of such rents, &c., according to the time which has elapsed from the commencement or last payment thereof. In *Browne* v. *Amyot* (3 Hare, 173)—where the question arose between the heir and personal representative of a tenant in fee simple—*Wigram*, V. C., held that the statute applied to cases in which the interest of the person interested in such rents and payments was terminated by his own death, or by the death of some other person, but did not apply to the case of a tenant in fee, or provide for apportionment of rent between the real and personal representatives of such person whose interest was not terminated at his death. The ground of his Honour's decision was, that, upon the construction of the Act, the death of the person interested in the rent or other payment must be understood as a death occasioning the determination of the interest, which was not the case where an owner in fee simple died. *Wood*, V. C., followed this decision, and somewhat enlarged its application, in the recent case of *Re Clulow's Estate*. In that case, upon the death of a person who was entitled under a will as tenant for life in possession, with the reversion in fee in himself as the right heir of the testator, a question arose as to apportionment between his executors and co-heirs. It was contended, on behalf of the former, that the case was within the provisions of the statute, the interest of the tenant for life having determined by his death. The Vice-Chancellor, however, held, that, as the tenant for life had also an immediate reversion in fee expectant upon his own death without issue, there had been no breach in the succession so as to entitle the executors.

BANKRUPT—ORDER AND DISPOSITION—STOP ORDER.

Bartlett v. *Bartlett*, 5 W. R. 541.

In this case the judgment of the Vice-Chancellor, which we noticed among the Recent Decisions in Chancery (*ante*, p. 312), as introducing a novel interpretation of the order and disposition clause in the Bankruptcy Act, has been overruled by the Lords Justices. The facts were shortly these. The owner of a reversionary share in a fund in court assigned it to one Tucker, who duly obtained a stop order. Tucker afterwards mortgaged the share, and became bankrupt before the mortgagees had obtained a stop order upon it. The question was, whether the share passed to the assignees in bankruptcy as being in the reputed ownership of Tucker, or whether the mortgagees were entitled to assert their interest in it. The Vice-Chancellor decided in favour of the mortgagees, mainly on the ground that a stop order was necessary only by way of notice on questions of priority, and was not required to take a fund out of the order and disposition of the bankrupt. This view was supported by what the Vice-Chancellor considered the well-established rule, that the reputed ownership clauses do not apply, unless there is a consent of the true owner, not merely to the possession by the bankrupt, but a consent to an actual sale or disposition by him. The Lords Justices considered that the neglect of the mortgagees to obtain a stop order was a consent to the reputed ownership of their mortgagor within the meaning of the statutes, and that the necessity of notice, or of its equivalent in the case of a fund in court—viz. a stop order—is the same in cases of bankruptcy as in questions of priority between successive incumbrancers. Another point which had been somewhat relied on in the court below—namely, that the Act applied only to visible property—was also disposed of on the appeal. The following observations of L. J. *Turner*, put the principle in a very clear light:—"The object of the rule as to order and disposition, is, to prevent credit being obtained on the ground of property being in the possession of the bankrupt, to which he was not really entitled. Now it is clear that credit can be obtained on property which is not in his visible ownership, as well as on that which is. This being so, the question is, whether the bankrupt can be said to have had reputed ownership of the property in question? How is the true owner to prevent reputed owner-

ship, except by giving notice to the person holding the fund? This is the case with debts—can a different rule apply to legacies? If the owner does not take the proper steps to prevent reputed ownership, he must be taken to consent to it."

NOTICE—SOLICITOR.

Jones v. *Williams*, 5 W. R. 540.

One of the points decided in this case is of some interest. It was a question of notice on a bill to settle priorities; and one of the circumstances relied on as constituting notice, was, the allegation that the mortgagee was the client of the mortgagor, who was a solicitor. There was, from the nature of the case, no question that the solicitor himself had notice; but it was contended that the allegation that the defendant was his client, which was supported only by an equally vague admission in the answer, was not sufficient to establish the existence of the relation of solicitor and client in the particular transaction of mortgage. The Master of the Rolls held, that the general admission that the defendant was the client of the mortgagor, was *primâ facie* proof that the relation existed in the mortgage transaction, and was sufficient to throw on the defendant the burden of showing that such was not the case, and, in the absence of any evidence to that effect, to fix him with notice of what his mortgagor knew. There were, however, other facts which amounted to constructive notice, and on which the decision was partly founded.

Cases at Common Law specially Interesting to Attorneys.

JOINT-STOCK BANKS—RIGHT TO SUE SHAREHOLDER.

Fell v. *Burchett*, 5 W. R., Q. B., 520.

This was another of the numerous questions of law which have arisen out of the affairs of the British Bank. It was whether a shareholder is liable to an action at the suit of a creditor with a current account at the bank to recover the amount due to him at the time of stoppage, or whether the common law right of action for such purpose is taken away by the provisions contained in the 9th, 10th, and 47th sections of the Joint-Stock Banking Act, 7 & 8 Vict. c. 113, under which banking copartnerships are to be sued in the name of their public officer, and the judgment realised (in failure of assets) against individual shareholders in such manner as therein directed. It was contended for the plaintiff that the intention of the Legislature was to give creditors a remedy against the company, and, at the same time, to keep alive the common law remedy against the shareholders, by action against them individually; but Lord *Campbell* replied that it was the duty of the Court, if possible, to put the true construction on the 6th section of the Act (which incorporates these banking copartnerships), taken in connection with the 7th section, which says (in contradiction of the common law doctrines) that the members of such incorporation are to be liable as if the company had *not* been incorporated. "Agreeing," said his Lordship, "that it is a very badly-drawn statute, still it is our duty to make, if possible, sense out of nonsense, and to reconcile that which is irreconcilable." He, accordingly, proceeded to intimate that, in his opinion, the meaning of the 7th section was to guard against what might be taken to be the legal effect of the 6th section, and to take care that all the shareholders should (notwithstanding the incorporation) be liable to the debts of the company, such liability to be enforced according to a certain course pointed out in the after part of the Act; and that it was not intended to allow the multiplication of actions to which the construction contended for by the plaintiff would lead. In this judgment, and on similar grounds, *Erle* and *Crompton*, JJ., concurred.

ATTORNEY AND CLIENT—SIGNED BILL, PRACTICE AS TO—DIFFERENCES OF OPINION IN THE COURTS.

Haigh v. *Ousey*, 5 W. R., Q. B., 523.

It may be remembered that, a few weeks ago,* we noticed the case of *Pigot* v. *Cadman* (5 W. R., Exch., 353), in which the Court of Exchequer, in accordance with their previous decision in *Ivimey* v. *Marks* (16 Mee. & W. 850), and with the reasoning of Lord *Eldon* in the earlier case of *Hill* v. *Humphreys* (2 Bos. & P. 243), held that the insufficient statement of *some* of the items in an attorney's bill delivered vitiated the whole bill, so as to support a plea, on action brought, that no signed bill had been delivered a month before action, pursuant to 6 & 7 Vict. c. 73, s. 37. This same question (connected with another on the same subject) came before the Court of Queen's Bench in the above case; and, as will be seen, that court has arrived at a directly opposite, and, as it seems to us, a more sensible, conclusion. In consequence of its importance to our readers, we shall state the judgment somewhat more fully than is our custom in these notices.

The facts of the case were as simple as possible. An action was brought upon an attorney's bill, and the defendant pleaded that no signed bill had been delivered pursuant to the Statute. At the trial, the plaintiff proved a due delivery of a signed bill of fees, charges, and disbursements, but it was objected that some of the items were insufficiently stated, as not showing the court in which the business was done; and that consequently (on the authority of the cases to which we have above alluded) the bill was bad altogether. The plaintiff had a verdict, but leave was given to the defendant to move, for which a *rule nisi* was obtained accordingly. On showing cause against this rule, it appeared that two questions were for the decision of the court—firstly whether the items in this particular bill were sufficiently stated; and, secondly, supposing they were not, whether such insufficiency vitiated the whole bill.

Upon the first question, it appears to have been taken as a fact that the items charged sufficiently showed that the business had been done in one of the superior courts of law, but not in which of the three. And it was urged on behalf of the defendant that this, by the rule laid down in *Ivimey* v. *Marks*, was not enough; for, according to that, there must appear in the bill both the particular court and the name of the action in which the business charged for was done; as otherwise the client cannot properly judge or be advised whether he shall submit the bill for taxation, and run the risk of less than one-sixth being taken off. From this doctrine, however (as applied to the present case), the Court of Queen's Bench dissented. "For," said Lord *Campbell*, "I allow that the bill ought to give to the client reasonable information, so that he may consult his attorney as to the fairness and reasonableness of the charges;" but (as laid down by *Patteson*, J., in *Keene* v. *Ward*, and by *Campbell*, C. J., in *Cook* v. *Gillard*) all that is required is, that the client should have given to him in the bill sufficient information for obtaining advice as to taxation, and for the use of the taxing officer on proceeding to taxation. "Now, applying this test to the present case," said his Lordship, "I think the bill tells the defendant all that the Legislature intended that it should. By the Act, attorneys and solicitors are put under such stringent regulations that they cannot conduct their business as others do. It may be, and perhaps is, well that there should be some regulation for the protection of clients; but the attorneys would have great reason to complain of vexatious regulations tending to prevent their obtaining reasonable and just remuneration for their care and skill. I do not think it was intended that the bill they are required to deliver should be such that another attorney looking at the bill may be able to say, without making any inquiry, whether the charges contained in it are reasonable and fair." It was a different thing when there was a different scale of costs for the three courts; but now, when they are all alike, it is enough to show that the business charged for was done in *one* of the superior courts.

It will be observed that so far as this part of the judgment of the Court is concerned, the Queen's Bench was not called upon to agree with, or depart from, the opinions expressed by the Exchequer. For in the case of *Pigot* v. *Cadman*, above alluded to, the point for decision was a different one altogether; and the case of *Ivimey* v. *Marks*, when closely examined, was not on "all fours" with the present case; inasmuch as *there*, the bill was for business partly in Chancery and partly at common law; and, in respect of that at common law, the bill did not show any court for any part, nor make it apparent whether a superior or inferior court was intended.

But with regard to the *second* question above mentioned—viz. whether supposing the bill to be insufficient in this or any other respects, in reference to one or more items, such insufficiency vitiated the whole bill—it became necessary for the Queen's Bench, before deciding in favour of the plaintiff, deliberately to disregard the decisions of the Exchequer in both of the cases above-mentioned; and this they did, without hesitation, and unanimously. "Is the plaintiff's right to recover," said Lord *Campbell*, "for the part of the bill which is allowed to be unobjectionable, to be barred on account of its containing other items which it is said are objectionable? Such a doctrine would be most unjust." "It is not consistent either with reason or justice," said Mr. Justice *Wightman*, "that, if an item, be wrongly stated, the plaintiff is to lose his claim for all the rest." "I think it absurd to say," said Mr. Justice *Erle*, "that one item being insufficiently

* See ante No. 10, p. 242.

stated, vitiates the whole bill." And *Crompton*, J., added his entire concurrence. It was intimated, however, by the Court, that, notwithstanding these sentiments, they would have considered themselves bound by the decisions in the Court of Exchequer to the contrary, if that Court alone had decided the law as to this point; but that was not so, for it had been decided the other way by *Abbott*, Chief Justice of the Common Pleas, at *Nisi Prius* (*Drew* v. *Clifford*, 2 Car. & P. 70); and the question being brought before the full Court of Common Pleas, in the subsequent case of *Waller* v. *Lacy* (1 M. & Gr. 54), it had been disposed of in the same manner, upon the authority of that case.* Hence, they considered themselves at liberty to adhere to their own judgments as expressed in *Keene* v. *Ward*, and in *Cook* v. *Gillard*, and accordinglythe rule to enter a non-suit or a verdict for the defendant was discharged.

It may be further remarked, that, in the recent case in the Exchequer of *Roy* v. *Turner* (4 W. R., Ex., 126), Lord *Wensleydale*, in deciding affirmatively the first of the above questions—viz. as to the necessity for stating the particular court in which the business was done—said that the Court did so on the authority of *Ivimey* v. *Marks*, but added that he himself doubted whether that case had been properly decided. He thought the rule should be (where there was both Chancery and common law business), that the bill ought to show whether the items had reference to one or to the other, so as to enable a person, without the aid of professional knowledge, to understand, not in what particular court it was done, but whether it was in a court of law or in a court of equity, as the scale of taxation in the courts of law differs from what it is in the courts of equity.

It results, then, upon the whole, that the Court of Exchequer—now that Mr. Baron *Bramwell* has changed his opinion, and that Lord *Wensleydale* has left the court—considers that a bill must state the particular court in which the business charged for is done; but the Court of Queen's Bench sees no necessity for such strictness. And also, that, on the question whether a single bad item vitiates the whole bill, these two courts are still more decidedly at issue, while the opinion of the Queen's Bench is fortified by some decisions in the Common Pleas, though not very recent ones.

EXECUTION BY CA. SA.—DEBT UNDER £20.

Hodges v. *Callaghan*, 5 W. R., C. P., 531.

This was an application to rescind an order of *Cresswell*, J., for the discharge of the defendant, who had been arrested on a judgment. The writ had been specially indorsed for £34, and by consent, without the defendant having appeared to the writ, the sum owed was reduced by instalments to £11. This reduced sum not being paid, the plaintiff signed judgment for the full amount, and issued thereon the *ca. sa.* on which the defendant had been arrested. The Court refused to interfere, remarking that (under the circumstances) the only judgment the plaintiff was in a condition to sign was as for the default of the defendant's appearance, under s. 27 of the Common Law Procedure Act, 1852, and only for the sum actually due.

The nearest case to the above is that of *Blew* v. *Steinau* (11 Exch. 440), where the action having been brought for £30, and after writ the defendant having paid £20 on account, the plaintiff signed judgment for the whole amount, and arrested the defendant thereon till he paid the balance. Here it was held that the *ca. sa.* was not a nullity, inasmuch as it pursued the judgment, but that it was irregular to issue it when less than £20 remained due.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

Summary of the Proceedings of the Council.

Since the last Report (p. 331, *ante*), the subjects which have engaged the attention of the Council of the Society are briefly as follow:—

The inquiry into the state of business in the common law courts, and the details relating to the proposed changes in the *terms, circuits, and sittings*. On this subject letters were sent to all the Provincial Law Societies, requesting their opinions on the following points of inquiry:—

1. The advantages to be gained by having three circuits in the year instead of two.
2. The periods of the year at which the circuits should take place.
3. The discontinuing assizes at small towns, and transferring the business to adjoining places.
4. Re-arranging the assizes, and appointing some to be held at large towns now without assizes.
5. The best means of arranging such changes, with reference to the time of holding quarter sessions, &c.
6. The re-distribution of the circuits, either by increasing the number of circuits, or by re-arranging the length of each circuit, and equalising the duration of each.

Answers on these points have been received from several of the Societies.

A deputation from the Council appointed to attend the Common Law (judicial business) Commissioners.

The *examination* for Easter Term took place on the 30th of April, when 111 candidates were examined, of whom eighty-eight were passed, and twenty-three postponed. Three of the candidates were awarded prizes, and four received certificates of merit.

Several questions have been raised regarding the *qualification of articled clerks* to be admitted on the Roll of Attorneys.

1st. Whether a Master of Arts could be admitted after three years' service, like a Bachelor of Arts or Bachelor of Laws, under 6 & 7 Vict. c. 73, s. 7. This point has been decided in the negative by a Judge at Chambers.

2nd. Whether a gentleman in deacon's orders could be articled, examined, and admitted on the Roll of Attorneys and Solicitors. There is no statute or decision expressly on the subject, but as deacons cannot be called to the bar nor become proctors, the question will be submitted to the Court.

Two of the cases brought by the Society before the Court for *malpractice* have been decided against the parties complained of, and they have been removed from the Roll.

Some points on the *usages of the profession* in conveyancing practice have been submitted to the consideration of the Council, particularly regarding the charges relating to covenants for the production of title deeds.

The *new buildings* for the enlargement of the library and the more convenient dispatch of the business of the Society, and the discharge of its duty as Registrar of Attorneys, are proceeding satisfactorily. Additional rooms will be provided for the accommodation of the members, both town and country, and for meetings on arbitrations, and the security of deeds and documents in fire-proof rooms.

The following *new members* have been proposed and approved:—

Alfred Berton Cowdell, Abchurch-lane, London.
Henry Anton, Cannon-street, City.
Robert Henry Pearpoint, Half Moon-street, Piccadilly.
William Stanley Stone, 41, Pall Mall.
George Francis Eland, 4, Trafalgar-square.

TRINITY TERM EXAMINATION.

The Examiners have appointed Tuesday, 2nd of June, to take the examination. The testimonials must be left at the Incorporated Law Society on or before Thursday, 28th May.

CHANCERY VACATION NOTICE.

The chambers of the Vice-Chancellor, Sir R. T. Kindersley, will be open for the transaction of vacation business on Tuesday the 19th, and Wednesday the 20th, days of May instant.

ATTORNEYS TO BE ADMITTED.

Queen's Bench.—TRINITY TERM, 1857.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Alldritt, Cosmo Northey, 28, Bernard-st., Russell-sq.; Harleyford-st.; and Ashby-de-la-Zouch...	Green and Smith, Ashby-de-la-Zouch.
Atkinson, Thomas, Doncaster	W. E. Smith, Doncaster.
Attfield, Edward Beaufoy, 14, Park-st., Bath	C. Prothero, Newport.
Bainton, Henry William, 2, Howard-street, Strand; and Beverley	J. B. Bainton, Beverley; J. England, Beverley.
alden, Edward, 3, Gerrard-street, Islington; and Alfred-street	T. Balden, Birmingham.

* It is a noticeable fact, that in the case of *Waller* v. *Lacy*, the present Mr. Baron *Bramwell*, was counsel for the defendant, but gave up this point on the authority of *Drew* v. *Clifford*. His lordship does not allude to this circumstance in delivering the judgment of the Court in *Pigot* v. *Cadman*.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Bannister, Francis, 13, John-street, Bedford-row	C. G. Bannister, John-st.; E. Bannister, John-st.
Barker, Francis Henry, 15, Everett-street, Russell-square; and Chester	R. Barker, Chester.
Barrett, Robert Bigsby Tucker, 8, Bell-yard, Doctor's-commons; and Stifford	W. J. Barrett, Doctors'-commons.
Beadles, Oliver, 106, St. Martin's-lane; and Chancery-lane	J. G. Hopwood, Chancery-lane.
Bellott, William Cuthbert, 37, Great Percy-street, Pentonville; and Oldham	H. W. Litler, Oldham.
Bishop, Richard Preston, 18, Great Ormond-street; Lincoln's-inn-fields; and Barnstaple	J. H. Toller, Barnstaple; W. Moon, Lincoln's-inn-fields.
Bowker, Thomas, 37, Wakefield-street, Regent's-square; and Whittlesea	Gates, Son, and Percival, Peterborough.
Brady, George, 5, Hare-court, Temple; and New Broad-street	G. R. Dodd, jun., New Broad-st.
Brown, John Williamson, 13, President-street West, Goswell-road; and Newcastle-upon-Tyne	J. Fenwick, Newcastle-upon-Tyne.
Brown, Joseph M'Grigor Aird, 44, Doughty-street; Acton-street; and Sunderland	W. J. Young, Sunderland.
Browne, Walter, 70, Winchester-st., Eccleston-square; and Linton	H. B. Campbell, Nottingham.
Burkitt, John Lowe, 18, Windsor-terrace, Vauxhall-bridge-road; and Bucklersbury	E. L. Swatman, King's Lynn.
Calvert, William Sidney, 2, Charlwood-place; Warwick-place; and Hadleigh	R. Newman, Hadleigh.
Clark, Alfred, Highgate	J. Tatham, New-square, Lincoln's-inn.
Dickin, Thomas Parkes, Shrewsbury; Loutham; and Birmingham	W. Owen, Wem.
Draper, Edward, 25, Arlington-street, Camden-town; and Prescot	L. Wright, Ormskirk.
Evans, John Benjamin, 17, Chenies-street, Bedford-square; New-square; and Falmouth	W. J. Genn, Falmouth.
Fallows, Joseph, jun., 10, Addison-terrace, Kensington; and Piccadilly	J. Fallows, Piccadilly.
Fernandes, Charles Bathurst Luis, Sandal, near Wakefield	H. Brown, Wakefield.
Foreman, Robert Stannard, 46, Essex-street, Strand; Bedford-row; and Tunbridge Wells	R. Foreman, Tunbridge Wells.
Forster, William Stewart, 32, Montague-place, Russell-square; and Lewisham	S. Cholmeley, New-square, Lincoln's-inn.
Fuller, Francis Page, 18, Newington-place, Kennington; and Newbury	G. Gray, Newbury.
Giraud, Edward Jacob, 26, Percy-circus; Calthorpe-street, Gray's-inn-road; and Tonbridge	W. Gorham, Tonbridge.
Girdwood, Finlay Thomas, 15, Howley-place, Maida-hill West	W. A. Coombe, 3, Bridge-st., Westminster; E. Lawrance, 14, Old Jewry-chambers.
Green, William Alfred, Wolverhampton	C. Corser, Wolverhampton.
Griffith, William, Much Wenlock	A. Phillips, Shiffnal.
Grimshaw, John, 59, Friday-street, Cheapside; King's Bench-walk; and Manchester	E. Worthington, Manchester.
Gurney, William Coryndon, 49, Lincoln's-inn-fields; and Launceston	C. Gurney, Trebersye, Cornwall.
Hayward, Thomas, 43, Fredcrick-street, Gray's-inn-road; and Harrington-square	H. R. Hill, Throgmorton-st.; G. M. Hughes, St. Swithin's-lane.
Heath, Edward, jun., 41, Swan-st., Manchester	E. Heath, sen., Manchester.
Hill, John Henry, Marlborough-hill, St. John's-wood; and Throgmorton-street	W. M. Hacon, Fenchurch-st.; H. R. Hill, Throgmorton-st.
Hogg, Henry, Nottingham	J. Wood, Nottingham.
Hughes, William Henry, 10, Chapel-street, Bedford-row	J. Hughes, Chapel-st., Bedford-row.
Iliffe, John Arthur, Forest-hill, Sydenham	J. Iliffe, Bedford-row.
Keary, Alfred John, 17, Addison-road, South Kensington; and Stoke-upon-Trent	W. Keary, Stoke-upon-Trent.
Knowles, Adam, 21, Gt. Percy-st., Pentonville; and Brampton Moor, near Chesterfield	J. Cutts, Chesterfield.
Lewin, Thomas Ellerker, 32, Southampton-street, Strand; and Paddington	S. R. Lewin, Southampton-st.
Marsh, John William, 2, St. Mary's, Brompton, near Chatham; and Charlton	C. S. B. Busby, Chesterfield.
Massey, Thomas, jun., 21, Church-street, Camberwell; and Oxford	E. B. Hooke, Philpot-lane.
Matthews, Richard, 10, Great James-street, Bedford-row; Stanhope-street; and Thatcham	G. Hume, Great James-st.; G. B. Hume, Great James-st.
Millhouse, Thomas, 4, Granville-square, Pentonville; Ninfield; and Saltwood	E. Watts, Hythe.
Milnes, Ernest Swinnerton, 2, Wells-st., Jermyn-st.; Duke-st.; and Alton Manor, near Wirksworth	J. C. Newbold, Matlock.
Mitton, Edward, Edgbaston	H. Holland, West Bromwich, deceased; J. Smith, Birmingham.
Nash, Alfred Dormor, 14, Great Coram-street, Russell-square	J. I. Wathen, Bedford-square; H. Crocker, Chancery-lane; A. Mayhew, Carey-st.
Needham, John Champion, 20, Bond-street, Manchester	J. Hewitt, Hope House, Pendleton.
Newton, Ralph George, 18, Windsor-terrace, Vauxhall Bridge-road; and Lancaster-place	H. Edwards, King's Lynn,
Norris, George Goodwin, 52, Frederick-street, Mecklenburgh-square; and Nottingham	A. Parsons, Nottingham.
Oliverson, Thomas, Cassland-crescent, South Hackney; and Preston	W. G. Bateson, Liverpool.
Plimsaul, James Vernam Perriman, 11, Garnault-place, Clerkenwell	W. P. Pillans, Swaffham; A. Marcon, deceased, Swaffham; T. Plews, Old Jewry-chambers.
Prosser, William Henry, 3, New Ormond-street; Queen's-square; and Moreton-in-Marsh	E. Tilsley, Moreton-in-Marsh.
Purkis, Henry Wakeham, 5, Newman's-row, Lincoln's-inn-fields	C. Francis, Cambridge.
Reeve, William Thomas, 3, Sussex-terrace, Southgate-rd., De Beauvoir-town	T. B. Cox, Poultry.
Richardson, Albert William, Withyam	Pearless and Head, East Grinstead.
Richardson, John, Bolton-le-Moors	H. M. Richardson, Bolton-le-Moors.
Richardson, John, 29, Upper Stamford-street; and Northumberland-street	E. Foster, Cambridge.
Roberts, Ebenezer Morris, Pwllheli	J. H. Jones, Pwllheli.
Rossall, William Shaw, 6, Vernon-street, Pentonville; and Arlington-street	L. Willan, Lancaster; R. Jackson, Lancaster.
Sanders, Edward, The Grove, Lewisham	F. Ring, Bucklersbury.
Seaman, Francis John, Chichester	E. W. Johnson, Chichester.
Selby, James Addison, 14, East-street, Lambs' Conduit-street	T. Selby, West Malling,
Simpson, Henry Blythe, 46, Great Ormond-street, Queen-square; and Derby	J. J. Simpson, Derby.
Skipsey, Richard Appleton Robinson, 44, Doughty-st.; Compton-st. East; John-st.; Acton-st.; and Sunderland	W. J. Young, Sunderland.
Spurr, Thomas, Colchester; and Harwich	C. Newstead, Selby; E. Chapman, Harwich.
Sugden, John, jun., 25, Arlington-st., Camden-town; College-pl.; and Barmby, near Howden	G. England, Howden.
Swayne, Walter Thomas, 2, Ridgmount-place, Hampstead-road; and Pucklechurch	H. C. Ray, Bristol.
Thompson, John Robert, 23, Bayham-terrace, Camden-town	W. E. Brockett, Newcastle-upon-Tyne.
Turney, Benjamin, 50, Upper Bedford-place, Russell-square; and Halifax	E. N. Alexander, Halifax.
Wakeling, John Henry Beverley, 35, Great Percy-street, Clerkenwell; and Wakeling-terrace	H. B. Wakeling, Great Percy-st.
Wakeling, Thomas William Beverley, 35, Gt. Percy-st., Clerkenwell; and Wakeling-terrace	H. B. Wakeling, Great Percy-st.
Watson, James Foster, 6, Holles-st., Cavendish-sq.; Craven-st., Maddox-st.; and Liverpool	G. Webster, Liverpool; J. O. Watson, Liverpool.
Webb, George Dillon, 9, Carey-street, Lincoln's-inn; New Bond-st.; and Warwick-court	J. Grayson, Warwick-court, Holborn; J. H. Preston, 9, Carey-st.
Whitworth, Edmund, Manchester	J. Whitworth, Manchester.
Whyley, Arthur, 7, Albert-street, Mornington-crescent; and Cambridge	J. Eaden, Cambridge.
Wightman, James, 36, Liverpool-st., King's-cross; Woolwich; Wooler; & Berwick-upon-Tweed	E. Willoby, Berwick-upon-Tweed.
Wilson, Arthur, Adderbury, East; and Banbury	T. G. Judge, Banbury.
Wilson, William, 31, Frederick-st., Gray's-inn-road; and Appleby	T. Robinson, Appleby.
Wood, Hubert, Lowther-cottages, Holloway; and Yeovil	J. Glyde, Yeovil.

NOTICES PURSUANT TO JUDGE'S ORDERS.

Bockett, John Symonds, Hampstead	D. S. Bockett, 60, Lincoln's-inn-fields.
Randles, William Henry, Ellesmere	G. Salter, Ellesmere.
Swatman, Alan Henry, King's Lynn	J. E. Jeffery, Lynn; E. L. Swatman, Lynn.

Correspondence.

DUBLIN.—*(From our own Correspondent.)*

THE LAWS OF SAVINGS BANKS—LOCAL MANAGEMENT.

Some weeks since we took an opportunity of calling the attention of your readers to the very unsatisfactory state of the laws relating to savings banks, and of considering some propositions that have been made for a change of system, and, in particular, for giving to depositors Government security for their deposits. Every week fresh instances arise to testify to the truth of what has been advanced against savings banks as they stand; and these instances of defalcation, arising under local unpaid management, are the best arguments that can be used against all irresponsible interference. This week it is announced that the depositors in the Rugby Savings Bank have

been robbed to the extent of £1300, and doubtless the full amount of the deficiency is not yet apparent. In this, as in many other instances, the defaulter has been at work tampering with the books for a long series of years, and has been so long connected with the institution as to have stood high in the estimation of all its well-meaning, but inefficient, honorary supervisors. It is, however, gratifying to find that some interest is awakened on a subject so deeply affecting the welfare of the working-classes. Not many days since, we find that a large number of trustees and managers of savings banks, from all parts of the kingdom, met together in London to consider the question of an amendment of the laws. The result at which this important conclave arrived was, it appears, a determination to support any measure which the Government may introduce, so framed as to give Government security to the depositors, while at the same time it shall not supersede, or materially interfere with, local management. Now it appears to us, that while these two objects of solicitude are both very excellent and desirable, they are still of such a nature as to be wholly incompatible with each other. Were it possible to enjoy at once the freshness of early spring and the ripe fruits of autumn, it would be highly agreeable, no doubt; but both are, from the nature of things, incapable of combination. Hardly less impracticable would it be to combine Government security with local unpaid management. Why should the Government, or rather the nation represented by the Government, be liable for losses which may, and of course will, happen through the negligence of gentlemen who make it a relaxation, not a business, to attend once a week at the savings bank? It would be wrong to undervalue the voluntary services so freely given in every town and village of the kingdom to local objects of beneficence; but the fallacy pervading the arguments of those who advocate local management is to treat savings banks as mere local charities. They should be regarded simply as offices where business is transacted between people who want three per cent. interest for their small sums of spare cash, and Government, which, for divers reasons, receives deposits of money at that rate of interest. Local philanthropists may, if they choose, represent to their poorer neighbours the advantages to be derived from prudent and thrifty habits; but when they claim to act as honorary bankers, they mistake their vocation. A dispensary is probably as useful in the country towns as a bank for savings; but local benefactors happily there content themselves with paying-up an annual subscription, and then advising the blind, the halt, and the maimed, to enter its doors. Were they to insist on personally dispensing medicine, and performing amateur surgery on their poorer townsfolk, the result might be safely predicted. A competent Æsculapius is not more necessary for the dispensary than is a responsible receiver of cash for the savings bank; and it would be contrary to all principle and authority for Government to be liable for the defalcations of any person not appointed by Government. In short, banking for the million is not a business safely and properly to be left to volunteer, unpaid agency. It should be performed by competent, responsible officers, who should devote to it, not one or two hours a week, but six hours a day. Local efforts might supply means, but "local management" is as incompatible with Government security as Government security is incompatible with a high rate of interest.

The remarks of your correspondent "P." on the subject of savings banks are entitled to very respectful consideration, as they emanate from one who has had the advantage of large experience. His account of one particular bank—perhaps that with which he is immediately connected—is such as to reflect very great credit on the managers of that bank. Still, the admitted fact that numerous institutions of this kind are being properly conducted does not in the least weaken the case made out against a system which allows *any* of them to become instruments in the hands of swindlers. It is very true, that the majority of depositors are honourably dealt with; but it is not the less incumbent on the Legislature to protect the victimised minority. Our complaint is urged on behalf of the one depositor who is defrauded; we are indifferent as to the ninety and nine depositors who are in safety. It might just as well be argued, that, because the "Union" and the "Westminster" are well managed, we have no right to complain of the sham audit of accounts, which no existing law prevented the Royal British Bankers from annually performing, and of their sham balance-sheet and dividend, which no criminal court has taken cognisance of.

That benefits have been derived by the general public, on the whole, from savings banks, no sane person would feel disposed to deny. The subject is here discussed, not for the purpose of decrying the principle of savings banks, or of attempting to abolish them, but with a view to increase their efficiency, and extend their operations. Until an entire change of system is introduced, public confidence can never be restored; and the aggregate amount lodged in these depositories will remain stationary, if it do not annually decrease. Wonderfully increased as is our national wealth, and higher than ever as is the rate of wages, it is clear that deposits in savings banks ought to have increased also, and nothing but a well founded public supicion of them would have retarded their progress in so marked a manner. It is said in "faint praise" of them, that savings banks are the best, if not the *only*, depositaries for savings. This is the best reason that they should be placed on a secure basis, while it sufficiently accounts for the degree of use that has been made of them, notwithstanding their admitted defects. The subject should be considered, and amendment urged, until—in the words of your correspondent "P."—"perfect and entire Government security for each and every deposit," is obtained.

A MINISTER OF JUSTICE.

The Right Hon. J. Napier is known to many of your readers as a prominent member of her Majesty's opposition, and a high authority in the House on all matters connected with Ireland, as well as a steady debater on every question affecting law amendment. Representing in Parliament the University of Dublin, for which he is returned entirely by the votes of the clergy, Mr. Napier very naturally turned his attention a few years since to the laws relating to clerical residences, dilapidations, &c.; and his Consolidation Acts now on the Statute Book are, notwithstanding some complaints, sufficiently entitled to the character of useful, if not brilliant, examples of "law amendment." Mr. Napier, having satisfied the legal wants of his clerical constituents, has now turned his attention to those of his lay fellow-subjects; and is fully entitled to the credit of having fixed upon a definite want, the want of a distinct Minister of Justice, and of having taken active steps to supply that want. When, during the last session of the old Parliament, he brought this subject before the House, and carried an address to the Throne, in a most able and convincing speech, Mr. Napier did not, for the mere sake of display, propound an impracticable reform: he gave utterance rather to a very general conviction among thinking people, that, without a Minister of Justice, all other legal reforms will be useless. It is now a stale device to charge the proposer of law amendment with vagueness in the details of his plan. When no better objection can be urged, it is a favourite practice with certain obstructives to object that the *minutiæ* are not elaborated. They doubtless objected to the Police Bill of Sir R. Peel, because it was silent as to the amount of the pay and cut of the uniform of the projected army of peace-keepers. Call them or him what you will, and give them what precedence you choose, the great want so forcibly enunciated, is of a *public department solely charged with, and responsible for, the administration of civil and criminal justice.* The plan recommended by the Law Amendment Society appears less open to objection than any other that has been proposed. It does not interfere with the dignity and importance of that "marble chair," which every lawyer aspires to fill, and so aspiring, of course, will not consent to see shorn of its splendour. This plan, moreover, will admit of one member of the board devoting himself to criminal law, for example, and other members to other branches. A non-legal member might be added, possibly, and, like the "lay lord" of the Admiralty, he might temper the professional zeal of the rest with some of that plain common sense, which undeniably useful in all schemes of law reform and all measures of law administration.

But if a Department of Public Justice is required for England, how much more must it be required for Ireland! In England, you have a Home Secretary on the spot; an Attorney-General ever present, and ever active; and, above all, a Lord Chancellor in the Cabinet, and a high officer of state. In Ireland, the case stands very differently. The Chancellor may be called a purely legal and non-political officer. His patronage and influence are extremely limited, and he is an exalted personage only within the precincts of his own court. The Attorney-General is necessarily in Parliament, and, therefore, half the year away from home. His chief duty for three-fourths of the legal year is in some sort, and sometimes, to overlook Irish Bills, and at all times to help to make and keep together a "house." The Irish Secretary's duties it would be difficult to describe; but if he regularly attends in his place in Parliament during the session, and in Dublin acts as an amiable and conciliatory reflex of the Lord Lieutenant, especially in the dinner-and-ball-giving-line, no one could complain that he neglects his duty. If the plan pro-

posed by the Law Amendment Society be ultimately adopted, it might, perhaps, be advantageous that one member of the Board of Justice should distinctly represent Ireland. Were a man of Mr. Napier's attainments charged with the supervising care of Irish legislation, as well as consulted on the general business that would come before the Board, there can be no doubt that the statute book would be more free from blunders, and the streams of justice less tainted with partiality.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

INCOME-TAX.

SIR,—By chapter 6 of last session (Royal assent, 21st March, 1857), the Income-tax is reduced from 1*s.* 4*d.* to 7*d.* for the year commencing from the 5th day of April, 1857. Some dividends are payable in July, can you inform me whether the Bank of England will, or, perhaps, more correctly, whether the Bank of England can, charge Income-tax on part of the July dividends at 1*s.* 4*d.*, and on the residue at 7*d.*?

Is it not clear that the reduced rate of Income-tax (at 7*d.*) only can be deducted from the July dividends—thus differing from the deduction on account of interest on a mortgage which accrues *de die in diem*? Your's &c., ENQUIRER.

Review.

The New Parishes Acts, 1843, 1844, *and* 1856; *with Notes and Observations, &c.* By JAMES CHRISTIE TRAILL, M.A., Barrister-at-Law. Maxwell, Sweet, and Stevens & Norton. 1857.

That a *protégé* of the Marquis of Blandford should betray his conservative bias, even in editing an Act of Parliament, is perhaps natural enough, and we are somewhat amused by the ingenious vent through which Mr. Traill's political creed has been permitted to ooze. Certainly it would have baffled our own acuteness to find either system in, or defence for, the bungling efforts which have been made during the past forty years to place the establishment of the Church of England on a footing adapted to the religious appetite of the age and the increase of population; but the attempt is made in the above work to show that 800 years ago we were undergoing precisely the same partial and successive improvements with regard to the then formation of our parochial system; and that what some persons might be pleased to consider the shortcomings and shortsightedness of modern times have, in truth, arisen from a praiseworthy imitation of the Anglo-Saxon policy in this behalf.

In order to understand Mr. Traill's theory as to this resemblance, it will be necessary to present to our readers a very rapid sketch of the manner in which, according to Wharton, Selden, Bede, and other authorities, this country became originally parcelled out into parishes.

It would appear, then, that in the early Saxon times every king on embracing the Christian faith, accepted also a bishop to preside ecclesiastically over his heptarchy. For this prelate, of course, a church was built, and an episcopal residence established in its vicinity. Those portions of each separate kingdom or diocese (for they were in those times co-extensive) which lay most remote from the bishop's eye, were gradually evangelised by *itinerant* priests sent from the cathedral residence. These missionaries, however, did not always return, but would sometimes settle in the more promising solitudes, and there build churches and houses for themselves; but still they continued to render spiritual allegiance, and an account of the offerings they received from their respective flocks, to the mother church of the diocese. To this origin must be ascribed many of our parishes; but others owe their existence to the piety or worldly wisdom of the Thanes, who would often, in imitation of their Sovereign, build churches on their own estates—perhaps on much the same principle, that, in our day, a suburban freeholder first builds his "new town," and then keeps it respectable by erecting a district church in the middle. The Saxon, however, was beset by greater obstacles than the modern speculator, for he could only obtain for his new church the bishop's sanction, and the ministration of a clerk in holy orders, by turning some portion of the revenues thereof into the episcopal coffers. But as this necessity naturally tended to abate the zeal of these lay founders, they were, after a time, permitted to assign to the minister of the church they had established, the whole of its profits and revenues; and the bishops were the rather moved to this liberality when they perceived that one effect of these individual efforts was, to relieve themselves from the necessity of building and serving churches in the more distant parts of their dioceses; and from this period churches became self-supporting in this country, so far as any assistance from the bishop's purse was concerned.

But by degrees, and as the practice of sub-infeudation and alienation became more prevalent, so as to increase the number of landowners while the size of their estates was diminished, another stage is perceptible in the distribution of parishes. For the immense tracts of country, for which a single church only had at first been erected, becoming split up into smaller parcels, a church or chapel for each of these was built by every sub-lord or proprietor with pious tendencies. These last, however, which are designated by Mr. Traill as *churches of the second foundation*, were not at first permitted to withdraw from the "senior" church of the district, to the partition of which they owed their existence, all the ecclesiastical functions. Their ministers could neither baptize nor bury; nor—what was of more consequence—did they enjoy more than one-third of the tithes and other good things appertaining to the local limits of their charge. But in course of time these restrictions were removed, and they acquired a title, not only to full parochial rights, but also to whatever emoluments flowed into them *jure ecclesiæ*.

In the course of church-development, above (most slightly) sketched by us, Mr. Traill perceives four distinct stages. The first of these was the erection of churches by the bishops on the confines of their dioceses, and serving them with itinerant priests. The second was the settling in these churches of a *permanent* minister. The third was the establishment of *churches of the second foundation* by lay founders, in subjection to the churches founded by the bishops. The fourth was the investment of these last with full parochial rights and an independent income.

Such, according to our author, was the type. Let us now, as briefly as possible, state, in like manner, the several stages of the anti-type.

The parochial division of the country remained unchanged from the Conquest downwards, in reckless disregard of the existing condition of the country in point of population, till the year 1818, when for the first time a systematic attempt at church extension was made through the medium of the Church Building Commissioners, appointed in that year. The method adopted by them was to build, or assist in building, churches where they seemed most required; and then, on certain conditions, to assign to them *districts* carved out of the parishes in which such churches were situated; or out of the adjoining parishes, if need were. This manner of action, however, was found, by experience, to produce insufficient results; and also to give rise to much complexity and difficulties, on which it would take us too long here to enter. But in the year 1843, a *deus ex machinâ* descended in the person of the late Sir Robert Peel, who, with his peculiar clearness of view, perceived that the Legislature had all this time been travelling in a wrong track; that, instead of aiding the *habitantes in siccis* to build a church, and trusting to the future for the necessary income for a minister, and consequent assignment of a district of which it was to be the place of public worship, the proper plan was to plant a minister in a populous district requiring spiritual care at the outset, and, assigning to him his charge forthwith, to bid him perform Divine service in any building he could meet with fit for the purpose, until such time as a church could be procured. In a word, the Church Building Commissioners first provided the church, but the Ecclesiastical Commissioners first provided the clergyman. The rule of the former was to rear churches or chapels in certain districts, all more or less in subjection to the mother church of the parish to which they locally belonged. The principle of the latter was, and is (for the recent statute introduced by the Marquis of Blandford, 19 & 20 Vict. c. 104, is only in confirmation and extension of the principle first enunciated by Sir R. Peel, and put into action by 6 & 7 Vict. c. 37), to constitute and endow, by aid of the funds at the disposal of the Governors of Queen Anne's Bounty, districts comprising such local limits as may be convenient, without regard to existing parishes—the minister whereof is not, indeed, in all cases, provided with a church, but enjoys a certain income, and is, from the commencement of his duties, independent to a great extent of the incumbent of the parish or parishes with which his district happens to be locally connected; while, from the time when he can acquire a church, he becomes altogether independent of such incumbent.

We do not feel that any apology is required to our readers for inflicting on them the above condensed statement, both because the subject itself is one pre-eminently interesting,

and also because without it the parallel between ancient and modern church extension, in which Mr. Traill delights, could not be understood. We will let him detail it in his own words:—

"Now, if we compare the several stages or gradations in the development and extension of the ancient and modern parochial systems, one with the other, the points of resemblance between them will appear to be very striking. In the first place, the efforts made by the modern system to adjust itself to the wants of the country, by the establishment of chapels, which were at first mere chapels of ease, but in course of time became parochial chapels and acquired a more independent position, have a marked affinity with what we have termed the two first stages in the development of the old system. While, in the second place, the character which the Church Building Acts imparted to the modern system, by the assignment of districts to churches or chapels more or less in dependence on the parish church (for their incumbents were, in most instances, precluded from the full performance of the offices of the church, and entitled to a portion only of the fees or offerings), corresponds very closely with that period which we have called the third stage in the development of the ancient system, and which was marked by the subdivision of the parishes first founded, and the establishment of churches of the second foundation in subjection to those of the first foundation, which latter, for a considerable time, continued still in possession of all the offerings and oblations. In the next place, we shall perceive that Sir Robert's Peel Act effected, to the extent of its operation, a change in the modern system analogous to that we have described as the fourth or last stage in the extension of the old system, by investing the parishes formed under its provisions with independent parochial rights, and endowing them with the fees and offerings arising within their limits."—*Page*, 31.

To our unimaginative minds the above passage appears fanciful, and the comparison itself of little value; and yet it is the hobby of one who thoroughly understands his theme, and who plays with the complications of his subject in the very wantonness of learning. We cannot doubt that Mr. Traill knows a good deal about the Church Building Acts; and that, we take it, is no small praise. We also judge him to be a modest man, and our opinion is based upon the following passage in his Introduction:—

"During the continuance of this Commission" (that for building new churches) "twenty-one Acts of Parliament have been passed, having sole reference to its powers and duties. These are so complex and conflicting in their nature as to have defied all endeavours to arrange or classify them, or render them at all intelligible to the general reader. And all attempts to consolidate them into one Act have failed, in consequence of the difficulty of finding any one with sufficient time and practical knowledge on the subject to undertake the management of such a Bill in its progress through Parliament."

But surely our author desponds here too quickly. We cannot believe that no Hercules could be found; nor can we endure the sentence that this mass of incomprehensible Acts is to remain untouched, till those latter days when a general codification of our statute law is attempted. We derive, indeed, some slight consolation from an opinion expressed by Mr. Traill, that in consequence of the determination of the Church Building Commission, and the transfer of all its powers, duties, and authorities to the Ecclesiastical Commissioners, "The Church Building Acts may be said to be already virtually in the course of repeal;" but we would petition for something more definite. "Does the high quest a knight require?" There is Lord Blandford ready to father (we must adopt the cacophonic nomenclature of the day) a *Church Building Acts Consolidation and Amendment Act*, 1857; "Or will the venture suit a squire?" If so, we know of none apparently more capable for the task than the writer under our notice.

Juridical Society.

This Society met on Monday last, when Mr. S. Martin Leake read a paper on "Some points in the Theory of the Law of Property." Mr. Charles Clark took the chair. The following is a brief, and necessarily very condensed, summary of the contents of the paper:—

The theory and object of a legal institution is to be sought rather in its ultimate and perfect state, than in its origin or imperfect development. In the dawn of civilisation property can only appear in its simplest form, dependent for its creation and its protection upon the individual labour and strength of the owner: only in an advanced state of civilisation does it appear in mature and complicated forms. The Roman and English systems are those in which the law of property has been most highly elaborated and most extensively applied, and therefore appear the most suited for attempts at scientific deduction. In pursuance of this mode of inquiry, the general design of the paper was, assuming the necessity of exclusive property as universally established in civilised life, to set forth the theoretical principles of the division of property (not as the recognised principles or maxims of any one system, but as the standard principles of all), and then to proceed to examine how far these speculative principles were supported by the practical doctrines of the Roman and English systems, and, at the same time, with the aid of the suggested principles, to criticise and arrive at some judgment of the scientific value of these systems. A few preliminary observations on the nature of property in general would be found necessary by way of introduction.

Since the power of man over things extends no farther than to use them according as they are in their nature usable, things are not matter for consideration in law, except in regard to the use or treatment of which they are capable. Hence no right to things can exist beyond the right to *use* them according to their nature; and this right is property. The right is practically realised in the innumerable acts and modes in which a person may treat a subject of property, all which may, for convenience sake, be compendiously included in the term *use*.

The *entire* property in a thing (in the subdivisions and parts of which entirety the law of property is found) is the right to the *whole use* of a thing. But things differ in use according to their nature; and according to the varied nature of the subjects of property, the law must necessarily adapt itself. Some things, as food, are consumed, and perish in the use. Some, as beasts of burden, are perishable from causes independent of the use, but afford a continuous use so long as they endure. Some, as land, are absolutely indestructible, and supply a continuous, constant, and uniform use for ever. The deficiencies and necessities of the subjects of property often require great modifications in the theory. In order to eliminate these variations from the present inquiries, land may be taken as the standard or type of all subjects of property—*i. e.* a subject indestructible in its nature, of which the use is unlimited in duration, and constant and uniform in quality: a subject possessing all qualities in the highest degree which other subjects of property possess only partially and in a limited degree. The principles of the division of property in such a subject will form a certain standard method of division, whence, by easy transitions and with obvious modifications, rules may be readily arrived at for the division of all other subjects of property, in accordance with their more temporary and casual nature.

The entire property in land, then, consists in the use of it for ever, together with, as an incident of property, the concurrent power of disposing of that use, or of any portion of it. The land being indestructible, and the actual use being uniform and incapable of acceleration, the owner, whose life is limited, has no power of exercising his full right specifically. By means, however, of the power of transferring the use to another, it may be converted or exchanged into something of a more rapidly consumable nature; and so the entire property may be made available even during the life of the individual owner. This power of disposition may also be exercised at the moment of death, by means of a last will and testament. But besides this, a kind of ulterior ownership is provided in most systems of law, by the distribution of it at death, according to the law of inheritance. The *entire* property in land, therefore, consists in the *use for ever*, realisable specifically only through the law of inheritance, and which the individual owner can only fully enjoy through his power of disposal, whereby he can exchange his property in the land for property in some subject capable of more rapid and immediate consumption.

The entire property is divisible in *three* distinct ways:—

1st. By actual specific partition of the land itself, the subject of property—a method of division too plain to require comment. It results in creating as many separate subjects of property as there are divisions made of the original subject. Joint tenancies and tenancies in common are instances of this mode of division, though somewhat obscure, in consequence of the divisions of the subject, yet arithmetically certain, being not real, but fictitious.

The second mode of division consists in dividing the current use into concurrent and contemporary portions, without dividing the subject itself. For example, one proprietor may have a right to dig minerals, or a right of common, or a right of use, for some purpose only in the land, the use of which for all other purposes belongs to another proprieter. This mode of division gives rise to what in English law are called *easements*, and are classed under the ambiguous term *incorporeal rights*.

The third mode of division was the point to which the attention of the society was more particularly called. Property may be divided by a division of the continuous uniform duration of use into successive intervals of time. The owner may then dispose of the use of the land during one or more successive or separate intervals of time, to one or more persons, retaining his right of use during the residue of the time, or he may dispose of his entire property by the appropriation to different persons of separate intervals of use in succession. The use during an interval, being

by hypothesis uniform and invariable, differs not at all in kind, but only in duration, from the use for ever; and so the right of use, or the property, is the same in kind as what has been called the entire property. The right of use during a limited interval of time, together with the power of disposing of that use, thus constitutes a separate and distinct property, independent of all other property or properties subsisting in the same subject-matter, and also equally independent of the owners of them.

After an examination in detail of the principles of this mode of subdivision of property by successive intervals of use, the learned reader proceeded, in pursuance of the plan proposed, to inquire how far the principles suggested could be detected in the Roman and English systems of law.

The *jus civile*, a common law of Rome, recognised but one form of proprietary right, called *dominium*. *Dominium* was held to be an exclusive and unlimited right to the thing itself, not merely to its use. No severance or subdivision of this right was possible; there could be but one *dominus*, and he held the entire *dominium*. This simple but strict doctrine was found inadequate to the necessities of life, and demanded relaxation. A new kind of rights was devised supplementary to the *dominium*, and existing concurrently with it. Thus, *ususfructus*, *usus*, *servitutes*, and other limited rights of use were introduced. They were all comprised in one class of rights called *jura in re*, and were regarded as totally distinct from *dominium*. The owners of such rights were treated as mere tenants at will of the *dominus*, and the relation between them as one of mere personal contract. Though occupying the land, and exercising their rights to an extent involving the whole beneficial use, they were not considered to be in possession, but only to have a *quasi* possession of their incorporeal right; in opposition to which the proprietor arrogated to himself the title of *corporis dominus*.

A statement of the modern form of the Roman law, as exhibited in the *code civil* of France, presented the same doctrines. *Substitutions* or subdivision of property by successive intervals of use being strictly forbidden.

Thus, in theory, the Roman law does not at all recognise the subdivision of property in land by successive intervals of use; on the contrary, it positively denies any such doctrine. The Roman practical law, on the other hand, contradicted the theory. This contradiction between the practical law and the inflexible *à priori* theory produced great anomalies in the positive law, and difficulties in its application.

The English law of real property cannot be so simply stated. The study of it is commonly approached by the path of history. Its progress is pursued by the student from the feudal system through the courts of justice and the statute book to the present time; and it cannot be fully explained or soundly learned otherwise than by tracing its gradual development amongst the historical events which have produced it. But here, for the present purpose, and merely as matter of speculation, if the pure theory of the subdivision of property already laid down be taken as the fundamental form of the English law, it is possible, by the addition of a few positive rules of historical and technical origin, as supplementary and exceptional to the theory, to give a fair representation of the English law. The positive rules to be imposed on the pure theory will, moreover, by this method, show themselves in a more prominent and exceptional light than when regarded in a purely historical context; and their theoretical value will be thus more readily estimated.

Accordingly, we find recognised in the English law the entire property in the form of estates in fee-simple, or the right of use for ever, descendible according to the general law of inheritance; and, as subdivisions of property by intervals, estates limited for life, either the life of the owner, or the life or lives of any other persons; estates limited for terms of years lasting for an interval certain; estates limited to arise or to determine on conditions or contingencies uncertain; and, lastly, charges and incumbrances on land, which are nothing more than intervals of use, the duration of which is measured by the quantity of the use to be derived. All these several varieties of subdivisional estates or intervals may be limited and disposed of as distinct properties, and not only in present enjoyment or possession, but also in succession or remainder. The paper, after tracing the theory into further details of the English practical law, proceeded to state some of the positive rules which must be subjoined to the theoretical basis, in order to bring it into exact accordance with the actual practical law.

The special laws of inheritance called entails, the rule against perpetuities, the rule that contingent remainders must be supported by an estate of freehold, were successively exhibited and criticised in their scientific bearing upon the theory.

A contrast was thus presented between the English and Roman systems of law in the point in question, greatly to the advantage of the former in respect of theory. The English law was found to have freely settled itself down on a purely rational basis, while the narrow and artificial rules of the Roman law, and even of those modern European states whose law is based on the Roman, were inadequate to supply the wants and desires engendered by true liberty.

The learned reader then went on to comment at some length upon the present state and prospects of the English system of real property law, and conveyancing, and concluded with a notice of the proposed scheme of registration, which, as a scientific scheme, apart from all question of its social merits, promised to unite the benefits of the Roman system in simplicity of title and transfer, with a free scope for the various applications and purposes of which property is rendered capable by the principles of subdivision of the English law.

Chancery Costs.

(*Continued from p.* 447.)

The Orders carefully take away every source of profit not represented by work done; thus, all fees for abbreviations and close copies, of course, are abolished, and there is not a single item allowed which is not justified by the work done; so that it is not open to be remarked, when the inadequacy of any particular fees are pointed out, that they are compensated for, as under the old system, by other allowances. We would call attention to the following fees, as showing that a fair remuneration has not been provided for by the Orders.

Instructions for claims, original summonses and special cases, are limited to 13*s.* 4*d.*, whatever may be the amount of labour bestowed in getting up materials, and pains taken in assisting counsel in shaping the case and insuring the accuracy of the statements made.

The prudent solicitor, who looks to getting a livelihood by his profession, would probably devote what time he could afford to give for the 13*s.* 4*d.* allowed, and the consequence would be, that amendments would become necessary, occasioning a serious expense to the client, and, what is worse, the client's case would be damaged by the want of care in getting it up. On the other hand, the careful and conscientious solicitor would devote that time which he might more profitably employ upon other matters in properly getting up the case, and thus, at an actual loss to himself, would do his duty to his client. But, can it be for a moment said that the judges, in putting the matter upon such a footing, are doing justice either to the suitor or the solicitor?

The same observations apply to the instructions for briefs, which in all cases of bills are limited to 1*l.* 1*s.*; on claims, including observations, to 13*s.* 4*d.*; and on interrogatories for the examination of parties, also to 13*s.* 4*d.*; when it is obvious that the labour and skill required must vary in every case. In proceedings at law, a fairer course is adopted, and the master exercises a discretion in the amount to be allowed, after considering the circumstances of each case.

The scale is silent as to whether it is to apply to bills to be paid by clients personally, although it may be inferred that it was so intended, from the paragraph at the end of the head "instructions," which directs that the taxing-master in certain cases shall have regard, amongst other things, "to the fund or person from which or by whom the costs are to be paid."

If this be not intended, and the solicitor is to be allowed to charge his client for any work done, not provided for by the orders, but necessary for the furtherance of his suit, then the system is revived of subjecting the successful party to a heavy amount of extra costs—a system long since exploded, as wrong in principle, and remedied by the Order of the 8th May, 1845.

If, on the other hand, the solicitors' charges are to be limited to the new scale in all cases, even in a bill to be paid by a client personally, it then results that solicitors are condemned by the judges, or by those on whom they have relied for assisting them in the exercise of a most important jurisdiction, to go unremunerated for a great part of the services which a client may require at their hands—a penalty to which no other class of individuals in this country is subjected.

These observations are applicable to a great many of the allowances on the higher scale; but, as we have already shown, they bear upon the lower scale to so great an extent that it really becomes a serious question whether the judges have not exceeded their jurisdiction, in making provisions which virtually impose upon solicitors the duty of transacting a great portion of the business of the suitor in *formâ pauperis*.

The principle upon which the system proceeds is so inherently and manifestly wrong, that it will scarcely bear discussion, and must in the end tend to the prejudice of the suitor. It applies to one-third, if not to one-half, of the business of the court; and by the effect of it, a suitor who has £1,000 at stake, is either precluded from the advantage of having his case conducted effectually, or is to be entitled to call upon his solicitor to devote his talents and his time, and expend his money, in paying clerks and stationers to do work for him, without paying him for it. This proposition, however unreasonable it may seem, we affirm is the result of the recent Orders—so far, at all events, as the lower scale is concerned—and is established by the language of the Orders themselves.

Formerly, when solicitors complained that the fees allowed to them in some instances were inadequate, the answer was that there were other matters for which allowances were made which compensated for the labour bestowed for such inadequate fees; but this answer cannot be given any longer, as allowances of that description have all been taken away, and each item must now stand upon its own basis.

How, then, can the lower scale be justified, which, instead of increasing, reduces the charges to be made for work actually done? It is true that it is estimated, that, taking the whole of a suit, the lower scale will afford the same, or perhaps a trifle more, profit than the fees have done since the recent alterations, entirely founded upon a calculation that there will be a certain number of affidavits in a suit, the charges for the perusal of which will make the increase; but this, as we have before remarked, does not meet the justice of the case. The complaint of solicitors is, that the alterations in the procedure have reduced the rate of remuneration of the solicitor for work actually performed by him, by taking away such items as afforded him a profit, to compensate for those for which he was only partially paid, or not paid at all. Unless, therefore, proper charges are allowed for the items not paid for, justice is not done to the solicitor.

We must protest against the principle adopted throughout the lower scale with a very few exceptions, that work necessary and proper to be done for the interest of the client, is to be done either for nothing, or at a rate which would not more than pay the commonest handicraft wôrkman for his time. If the scale had been limited to suits under £500, it might have been less objectionable, on the supposition that the Court of Chancery is too expensive a court for such matters, although even such a supposition is under the new system unfounded, under which an ordinary claim not involving accounts and inquiries may be disposed of in a few weeks for £50 or £60. That a higher rate of remuneration should be afforded for suits of a larger amount is reasonable enough, as there is a greater responsibility incurred by the solicitor; but it is manifestly unjust, that, even when sums under £1000 are at stake, skill and labour and responsibility should not be paid for at their real value.

In illustration of the foregoing remarks, we would call attention to the following fees on the lower scale:—

In the case of instructions for, and drawing bills and answers, examinations, and affidavits, upon the higher scale, taking the very language of the Orders: "The taxing-master is to be at liberty to take into consideration the special circumstances of each case, and, at his discretion, to make such allowance for work, labour, and expenses properly performed and incurred in or about the preparation of the bill or answer, examination, affidavit, or petition, as shall appear to him to be just, having regard to the length of the document, the nature of the suit, the interests of the parties, and the fund or person from which or by whom the costs are to be paid." But, in the lower scale, however just such allowance may be, it is not to be made.

For drawing concise statements for the judges' chambers, whatever skill or time may be bestowed upon them, the solicitor is to have fourpence per folio for drawing, although it is admitted by the allowance on the higher scale that one shilling per folio is the proper charge. The same observation is applicable to most of the other fees when the sum allowed is less than on the higher scale, except when the pecuniary responsibility is greater, as, on payment of money into court, in which cases it is right that there should be a difference in the scale. When, however, we come to such items as these:—

	£	d.
1. For drawing special notice of motion	2	0
2. For drawing such observations for counsel to accompany brief (except on claims) as may be necessary and *proper*, per sheet	nil.	
3. For attending on the day, on which a cause or petition is in the paper for hearing	6	8
4. Attending Court on special motion, each day	6	8

we cannot believe that these items have been brought under the notice of the judges. Is it possible that for drawing a notice, which may require great skill, consideration, and labour, and whatever may be its necessary length, in a matter in which a sum amounting to nearly £1000 is at stake, the Lord Chancellor and the judges should have come to the conclusion that the paltry sum of 2*s.* is a proper allowance for it.

The observations by a solicitor who is in personal communication with his client, and knows the intimate details of a cause, are often most important and necessary for counsel's guidance; but, nevertheless, either the suitor must dispense with this advantage, or, if the Orders are to be carried out, the solicitor is to devote his skill, time, and labour, and pay his money for copies to a stationer, or his clerk, in cases where, in the terms of the Order, observations are *necessary and proper*, without receiving a *single farthing*.

With regard to the 6*s.* 8*d.* allowed for attending court, the former sum of 10*s.* was always a most inadequate allowance for the anxious work of devoting a whole day, *to the neglect of all other business*, to attend the court. This was only compensated for under the old system by profit arising from other allowances requiring but little labour; but now they are taken away, it would have been but consistent that a reasonable sum should have been allowed for such a duty; but, instead of this, it is reduced to 6*s.* 8*d.*, and thus a solicitor is to be paid 8*d.* more than a common journeyman carpenter for his day's work.

On the other hand, if the solicitor is not at his post when the cause is called on, and his counsel are absent, a decree may be taken against his client which may occasion his ruin, the only remedy being an action for damages against the solicitor. It surely cannot be right that the sum the solicitor is paid for the performance of a duty involving such consequences should not be in any way commensurate with the responsibility to which he is thus subjected.

We constantly hear the judges complaining, and very recently the V. C. Wood commented upon, the absence of solicitors from the court when causes were called on; but, is it not reasonable that men should not be willing to sacrifice the earnings of a whole day to get 6*s.* 8*d.* or 10*s.*, even if they should be liable to some risk in so doing? The blame is surely not with them, but with those who place them in such an unjustifiable position.

There are other instances in which, instead of the fees having been increased, they have been diminished, on the lower scale, whereby the rate of remuneration has been reduced for services actually rendered, as for instance the preparing advertisement, and attending to get same approved and signed, has been reduced from 13*s.* 4*d.* to 6*s.* 8*d.*

The perusal of affidavits of claimants under Order 36 of 16th October, 1852, and attending at chambers, has been reduced from 1*l.* 1*s.* to 10*s.* 6*d.*

We are informed that the Lord Chancellor clearly expressed an intention that the rate of remuneration should not be diminished; we cannot, therefore, but believe that the details of the new scale have not been properly brought to his attention and that of the other judges; and we venture to express a hope that the whole matter will be reconsidered, and put upon such a footing as to provide for the best interests of the suitor, by enabling solicitors to retain the honourable position they have hitherto hold, which they cannot do if deprived of fair remuneration for the performance of their responsible and difficult duties.

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, May 11.

PROBATE AND DIVORCE BILLS.

The LORD CHANCELLOR laid on the table a bill for amending the law relating to Probates and Letters of Administration, which he said was substantially the same as that of last session, though a few alterations in accordance with the suggestions of many of their lordships had been introduced. He also laid on the table a bill relating to Marriage and Divorce.

Lord CAMPBELL said that if persons who had to take out probate were to be subjected to a Chancery suit, he should oppose the Bill; and with regard to the Divorce Bill, if it permitted the parties any day to dissolve the marriage, he should oppose that Bill also.

The LORD CHANCELLOR said, that in the Testamentary Bill he had made several alterations, more out of regard for the opinion of others than for his own, by which the Court of Probate would

be separated in every way not only from the Court of Chancery, but from every judge in that court. With regard to the Divorce Bill, he had struck out that clause to which his noble and learned friend objected, as it met with no great concurrence in any part of their Lordships' House.

Lord CAMPBELL said he hoped he should be able now to support the Bills.

They were then read a first time. The Probate Bill was fixed for a second reading on Monday next, and the Divorce Bill on Tuesday.

HOUSE OF COMMONS.

Monday, May 11.

TRANSPORTATION AND PENAL SERVITUDE BILL.

Sir G. GREY, in moving the second reading of this bill, said —By the provisions of the Act passed in 1853, in consequence of the insuperable difficulties which were then experienced in carrying into effect sentences of transportation, all sentences of transportation for periods less than fourteen years were abolished, and penal servitude for periods of shorter duration than the corresponding sentences of transportation was substituted. The option was left to judges of passing sentences of transportation or of penal servitude for periods exceeding fourteen years. This bill proposed to abolish altogether sentences of transportation, and to place the law relating to sentences of transportation for terms of fourteen years and upwards upon the same footing as sentences for less than that term. He proposed to give facilities, which do not now exist, for sending out of the country convicts sentenced to penal servitude after they have undergone a preliminary portion of their punishment in separate imprisonment, and subsequently in associated labour in this country. Another provision was, that the sentences of penal servitude substituted for sentences of transportation, instead of being of considerably shorter duration than the sentences of transportation, shall be made co-extensive in duration with those sentences; and that a discretion shall be given to the Court to pass sentences of penal servitude below the former *minimum* period of transportation—seven years—but exceeding the ordinary period of imprisonment for two or three years, which might have been inflicted under the previous law; thus allowing the Court to pass sentences of penal servitude for four, five, six, or seven years in lieu of seven years' transportation. But the most important provision of all was that which enabled convicts to be sent out to any colony willing to receive them. By the terms of the 6th section of the Act of 1853, it was doubtful whether Parliament did not intend to confer upon the Government the power now asked for. At all events it was doubtful whether sentences of penal servitude could be carried out in Western Australia; the law officers of the Crown arrived at the conclusion that under the existing law it was not competent for the Government to send thither convicts under sentence of penal servitude. It is proposed by this Bill to select from the convicts under sentence of penal servitude those who may be physically fit for removal to Western Australia, or any other colony which hereafter may be found willing to receive and able to employ them. To which it has been objected that if men are sentenced to penal servitude, and some work out their period of punishment at home, while others are sent abroad, there will arise an uncertainty as to the sentence. But this objection applies quite as much to the former system of transportation, and to that which now exists, as to the plan set out in this Bill; for the practice formerly was, not to send out of the country convicts who were sentenced only to seven years' transportation—those persons serving a certain portion, usually one-half, of their punishment in this country, and then, if well behaved, receiving their discharge. This practice was, however, condemned by a resolution of this House, and the Government endeavoured to send out all their convicts to Van Diemen's Land and New South Wales. The supply sent was without reference to the wants of the colonies, and led to the total break-down of the system under an attempt to introduce the element of absolute certainty into our sentences. But, even while the Government were endeavouring to carry out the resolution of the House, the fact was, that all our convicts were not sent from this country; for during the ten years from 1843 to 1852 inclusive, there was a difference of 17,041 between the numbers of those sentenced to transportation, and of those who actually were sent abroad; there was, therefore, as much uncertainty under the former system as there will be if the proposed plan be adopted. With regard to the practical carrying out of the sentence, and ordering a criminal for transportation, it is manifest that the discretion must lie with the Government, and not with the judge; for, the latter cannot know, without examination, whether a man brought before him is a fit person to be sent to a distant colony, nor what demand may exist at the time for such description of persons in any particular colony. As to certificates-of-leave, the Bill leaves the law exactly as it now is; but the number of convicts under sentence of transportation, and who can be dealt with as the system is now administered, is very much reduced. In tickets-of-leave the system recommended by the committee of the House, which thought it desirable that a stimulus to good conduct should be held out in the case of long sentences, has been adopted; but at the same time he thought, that, while the remission of the remainder of a sentence by means of a ticket-of-leave is a power that ought to be retained, the general rule ought to be an absolute remission rather than a qualified one. In the Bill now on the table some alterations, as compared with that introduced into last Parliament, have been made.

The Bill was read a second time, and ordered to be committed on Friday next.

Wednesday, May 13.

JUDGMENTS EXECUTION BILL.

Mr. CRAUFURD, in moving the second reading of this Bill, said, that at present, whenever a creditor recovered a judgment in any of the courts of England, Scotland, or Ireland, no execution could issue upon it except within the jurisdiction of the court in which it was obtained. In the case of a judgment obtained in England, for example, the debtor could evade it by crossing over to Ireland, and before the creditor could touch either his person or property he must raise a fresh action in one of the Irish courts, and prove his judgment. He was seeking to remedy this by providing that when a judgment was issued by a competent court an official notification of it to the courts of the other two kingdoms should be sufficient warrant for them to enter up the judgment and issue execution. He had introduced into the measure several amendments suggested by the Attorney-General for Ireland, which he hoped would make it more acceptable in that country, and also certain amendments applicable to Scotland.

Mr. M'MAHON opposed the Bill as a violation of the established principles of law and jurisprudence. The Bill would impose upon England and Ireland some of the worst features of the Scotch law, and make the judgment of a Scotch court more forcible in England than the judgment of an English court. In Scotland, when a decree was given in absence, 40 years was allowed to dispute it. To transfer such a judgment to Ireland would be to make it irreversible. One of the first maxims of the English law was, that no man should be condemned without being heard in his own defence, but in Scotland a dishonest creditor had no difficulty in obtaining a judgment in the absence of his debtor. But there was a still further anomaly in the Scotch practice. In the English or Irish courts, when a man got notice of an action, all he had to do was to instruct an attorney to put in an appearance; but in Scotland the agent employed was liable for all the costs of the action; consequently no writer to the signet in Scotland would appear for a stranger until he had got security, not only for his own costs, but for the costs of the other side also. To import such extraordinary hardships as this into the English and Irish procedure would be anything but law reform, and he hoped the House would pause before it gave its sanction to the Bill.

Mr. WHITESIDE said that that part of the Scotch practice which the Bill sought to import into England and Ireland was opposed to all natural justice. The last time this bill was under consideration the Attorney-General for Ireland had succeeded in introducing an amendment—the requiring a copy of the judgment to be registered instead of a mere extract from it—which the mover of the Bill declared to be destructive of its principle and detrimental to its working, and yet that provision was introduced into the Bill now to be read a second time. By this Bill every judgment heretofore obtained in any one of the three kingdoms might be registered and made available in the others. A judgment, therefore, which had been obtained in Scotland might be taken at once to Dublin, and by the law of Ireland, having been registered in the Court of Common Pleas, it might be taken to another office and registered against the real estate of the debtor, and then, if it were for more than £100, the creditor might go to the Rolls and get a receiver appointed over the landed property of the debtor before he had ever heard of it. Neither would expense be saved by the Bill. First, a copy of the judgment had to be obtained, then a judge's order for proceeding to the other court with it, and then it had to be registered, the cost of all of which could not be under £5 or £6, but by a Bill which he had succeeded in passing some time ago the same process might be gone through for exactly 1*l.* 10*s.* The Bill would open the way to all sorts of fraudu-

lent executions and unjust preferences. As he read the Bill, all that a creditor had to do in the Scotch courts was to give some proof that his debtor had received notice of the action at some stage before judgment was given; he might go on with his action, and just before judgment was given might pop a letter into the post to his debtor, and that would be sufficient notice, and he would get his judgment as a matter of course.

The LORD ADVOCATE said, that this measure was supported by the Law Amendment Society and by Lord Brougham. It was no attempt to do something for the benefit of Scotland or the Scotch, for, while it enabled Scotch creditors to recover debts in England and Ireland, it gave equal facilities to English and Irish creditors in Scotland. England, Scotland, and Ireland had each its own system of jurisprudence, or at least separate jurisdictions, and, so far as the decrees of their courts were concerned, stood to each other in the relation of foreign countries. This was not only an anomaly, but a discredit to our jurisprudence. The remedy for this state of things was entirely a matter of detail; the principle of this Bill must be admitted. The hon. and learned member for Wexford had made some very strong observations in regard to the law of Scotland. He would, on investigation, find in Scotland a system to which the division of law and equity was unknown. He would find that ecclesiastical courts had long been abolished; that land rights had been registered for many centuries; that the principle of County Courts, only the other day introduced into England, had obtained for a long period; and that the thirteen judges not only sat at common law, but did all the work which in England was performed by the separate Courts of Chancery, Admiralty, and Bankruptcy, and the Consistorial Courts. Decrees made after citations, and decrees made in absence, under the Scotch law, could now be enforced in the courts of England; and if there were thought to be defects in the law of Scotland, the proper course would be to amend that law. The chief defect in the law of Scotland was the principle of founding jurisdiction upon arrestments; and he thought, that, if this Bill passed, it would be a good opportunity for considering whether that mode of founding jurisdiction should continue.

The House divided, when the numbers were:—

For the second reading	137
Against	99
Majority	—38

The Bill was then read a second time, and ordered to be committed on Wednesday next.

Court Papers.

Queen's Bench.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon. JOHN LORD CAMPBELL, Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after TRINITY TERM, 1857.

IN TERM.

In Middlesex.

1st Sitting		Monday, May 25
2nd	„	Monday, June 1
3rd	„	Monday, June 8

For undefended causes only.

In London.

1st Sitting		Friday, May 29
2nd	„	Friday, June 5

AFTER TERM.

In Middlesex.		*In London.*	
Saturday	June 13	Saturday	June 27

The Court will sit at 10 o'clock every day.

The Causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

CROWN PAPER.—TRINITY TERM, 1857.

Oxfordshire	The Queen on the prosecution of the Guardians of the Poor of Oxford v. The Vice-Chancellor of the University of Oxford.
Herefordshire	The Queen on the prosecution of Corporation of Hereford, Respondents, v. Philip Tully and two Others, Appellants.
W. R. Yorkshire	The Queen v. The Inhabitants of the Township of Huddersfield.
Birmingham	The Queen v. Joseph Allday and four Others, Overseers of Birmingham.
Newcastle-upon-Tyne	The Queen v. Wm. O. Dickinson
Staffordshire	The Queen on the prosecution of James Loxdale and Another, Justices, Respondents, v. Hy. J. Lancashire, Appellant.
Staffordshire	The Queen v. Wm. Bakewell.
„	Same v. Danl. Craddock.
„	Same v. John Cridland and three Others.
„	Same v. Thomas Bacon and six Others.
Kent	The Queen v. The Mayor and Assessors of Rochester (Parish of Strood).
„	The Queen v. The Same (Parish of St. Margaret).
„	The Queen v. The Same (Parish of St. Nicholas).
„	The Queen v. The Same (Parish of Frindsbury).

Saturday, May 30.

Notts	The Queen v. The Worksop Local Board of Health.

Saturday, June 6.

Lancashire	The Queen v. The Overseers of the Poor of Manchester.

Common Pleas.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon. Sir ALEXANDER EDMUND COCKBURN, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas at Westminster, in and after TRINITY TERM, 1857.

IN TERM.

In Middlesex.		*In London.*	
Tuesday	May 26	Friday	May 29
Tuesday	June 2	Friday	June 5

AFTER TERM.

In Middlesex.		*In London.*	
Saturday	June 13	Thursday	June 25

The Court will sit during and after Term at 10 o'clock.

The Causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Exchequer of Pleas.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after TRINITY TERM, 1857.

IN TERM.

In Middlesex.

1st Sitting		Monday, May 25
2nd	„	Monday, June 1
3rd	„	Monday, June 8

In London.

1st Sitting		Friday, May 29
2nd	„	Friday, June 5

AFTER TERM.

In Middlesex.		*In London.*	
Saturday	June 13	Saturday	June 27

The Court will sit during and after Term at 10 o'clock.

The Court will sit in Middlesex, at *Nisi Prius*, in Term, by adjournment, from day to day until the Causes entered for the respective Middlesex Sittings are disposed of.

SITTINGS IN BANCO.—TRINITY TERM, 1857.

Friday,	May 22	Motions and Peremptory Paper
Saturday,	May 23	Errors, Peremptory Paper, and Motions
Wednesday,	May 27	Special Paper
Thursday,	May 28	Circuits chosen
Saturday,	May 30	Criminal Appeals
Monday,	June 1	Special Paper
Wednesday,	June 3	Ditto
Thursday,	June 8	Ditto

PEREMPTORY PAPER

To be called on the first day of the Term after the Motions, and to be proceeded with the next day, if necessary, after the Motions.

To set aside award...Evans v. Ernest

To set aside plea.....Train and Another v. Collyer.

For a Prohibition ...In the matter of an Appeal against the Conviction of the Justices of Maidenhead, in which A. Ricardo is Appellant, and the Maidenhead Local Board of Health are Respondents.

SPECIAL PAPER.

For Judgment.

Sp. Cas.	Oldershaw and Another, Executrix and Executor, &c., v. King
Dem.	Hill v. Balls
Sp. Case.	Whaley v. Laing

For Argument.

„	Doe dem. Hughes and Others v. Probert
Dem.	Brewer v. Dimmack and Another
Dem.	Churchward v. Foss
Dem.	Ellis v. The London and South-Western Railway Company
Sp. Case.	Barstow v. Reynolds
Dem.	Barnes v. Hayward, Clerk
Sp. Case.	Walker v. Goe and Another
Dem.	Macnaught and Another v. Mare
Sp. Case.	Beattie v. Carmichael
Dem.	Kindersley v. Grey
Sp. Case.	Roberts v. Aulton
Dem.	Callaghan v. Hodges and Another

NEW TRIAL PAPERS.

For Judgment.

Lord Campbell...	Gelen v. Hall
„	Gelen v. Hall
L. C. Baron	Smith v. Winder
„	Hills v. The London Gaslight Company
B. Bramwell	Lee v. Everest
B. Martin	Nixon v. Brownlow
L. C. Baron	Wilson v. Hicks
„	Crouch v. The Great Western Railway Company

For Argument.

„	Bovill v. Pimm and Another
„	Gibbs and Others v. Charleton and Another
„	Hand v. Willson
B. Martin	Wyatt v. Dethick
L. C. Baron	Pidgeon v. Legge
B. Martin	Smith v. Render
„	Preston and Others v. Tamplin and Holmes
J. Crompton.....	Bramall, Administrator, &c., v. Lees
B. Bramwell	Bushell v. Norman
J. Cresswell	Andrews v. Hawley
„	Ellis v. The London and South-Western Railway Co.
J. Wightman.....	Every and Another v. Smith and Others
L. C. J. Cockburn	Tooker v. Smith
„	Churchward and Another v. Ford
J. Crowder.....	Beale, P. O., &c., v. Caddick and Another

J. Willes.....	Vaughan *v.* Downes
,,	Dalton *v.* Batchelor and Another
,,	Chapman *v.* The Monmouthshire Railw. & Canal Co.
,,	Jones and Another *v.* Same
,,	Williams *v.* Smith
,,	Hollis *v.* Marshall
B. Watson	Sedgwick *v.* Daniell

Births, Marriages, and Deaths.

BIRTH.

ALLEN—On May 11, at Dulwich, the wife of Thomas Allen, Esq., barrister-at-law, of a son.

MARRIAGES.

CHAMBERLAIN—GILHAM—On May 13, at Lewisham, by the Rev. James Spong, Mr. John M. Chamberlain, of 30, Basinghall-street, London, solicitor, to Sarah Jane, elder daughter of the late Mr. John Gilham, of High-street, Southwark, and stepdaughter of Mr. Joseph E. Newsom, of Forest-hill.

HARRISON—GORDON—On May 7, at Hampton Church, Middlesex, by the Rev. Edward Johnstone, vicar, Charles, youngest son of the late Thomas Harrison, of Streatham-park, Surrey, barrister-at-law, F.R.S., to Caroline Louisa, eldest daughter of the late John Gordon, of Jamaica, barrister-at-law, official assignee at Calcutta, and granddaughter of the late Charles Augustus Tulk, Esq.

DEATHS.

LAWSON—On May 10, Mrs. Lawson, widow of the late Charles John Lawson, Esq., bencher of the Middle Temple.

NOKES—On May 9, at Woolwich, Mr. William Taylor Nokes, solicitor, aged 31.

PEARSE—On May 9, at his residence, Rye-close, Bedford, Theed Pearse, Esq., Clerk of the Peace of the county of Bedford, aged 64.

SMITH—On May 2, at Croydon, William Smith, for many years of Streatham Paragon, Surrey, and Angel-court, Throgmorton-street, City, solicitor, aged 62.

STEVENS—On May 16, at Peckham, Surrey, Mary, the wife of Charles Stevens, Esq., of Frederick's-place, Old Jewry, in the 39th year of her age.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

AVARNE, HAMILTON BLAIR, Clifton, Gloucestershire, Esq., £13 Annuities.—Claimed by MARY SARAH AVARNE, widow, sole executrix.

CADOGAN, WILLIAM, Llandenny, Gent., WILLIAM WILLIAMS, Monmouth, Gent., & HENRY WILLIAMS, Panty Collin, Monmouthshire, Gent., £149 : 8 : 5 Consols.—Claimed by HENRY WILLIAMS, the survivor.

CAZALET, OLYMPIA MARIA, Brighton, spinster, £260 : 16 : 10 New 3 per Cents.—Claimed by OLYMPIA MARIA HALSON, wife of CHARLES AUGUSTUS HALSON (formerly OLYMPIA MARIA CAZALET, spinster).

CHATFIELD, MARY ANN, Camberwell, spinster, £74 : 5 : 10 Consols.—Claimed by MARY ANN CHATFIELD.

CHRISTIE, Lieut.-Col. Sir ARCHIBALD, Stirling Castle, N.B., £225 New 3 per Cents.—Claimed by FREDERICK GORDON CHRISTIE & ARTHUR FORBES, acting surviving executors.

CUBISON, ELIZABETH, Oxford-st., widow, £50 New 3 per Cents.—Claimed by WILLIAM HENRY CUBISON, sole executor.

FROHOCK, THOMAS, Cambridge, carpenter, MARY DAVISON, wife of JOSEPH DAVISON, Sunderland, Gent., & MARK NEWTON, Nottingham, Tailor, £68 : 9 : 2 Consols.—Claimed by THOMAS FROHOCK & MARY DAVISON, the survivors.

HALL, CAROLINE, Totteridge, Herts, spinster, £482 : 7 : 3 Reduced.—Claimed by CAROLINE SHAW, wife of BENJAMIN SHAW (formerly CAROLINE HALL, spinster).

HIRSCHELL, Rev. SALOMON, Bury-ct., NATHAN JOSEPH (deceased), Church-st., Minories, & LAURENCE PHILLIPS, St. Mary-axe, Merchants, £300 Consols.—Claimed by LAURENCE PHILLIPS, the survivor.

HODSON, ELIZABETH, Hunton, Kent, widow, £40 : 5 : 1 Consols.—Claimed by ELIZABETH HODSON.

JESSOPP, JAMES, Waltham Holy-cross, Essex, Esq., £25 Reduced.—Claimed by JOSEPH JESSOPP, surviving acting executor.

MATTHIE, Rev. HUGH, Worthingbury Rectory, Wrexham, Denbighshire, £30 : 19 : 4 Consols.—Claimed by ANNA MARIA GREEN, wife of CHARLES GREEN (formerly MATTHIE, widow), acting executor.

MITFORD, FRANCES, CAROLINE ANNE MITFORD, & CHARLOTTE GEORGINA MITFORD, Somerset-pl., Bath, spinsters, £1,141 : 12 : 1 New 3 per Cents.—Claimed by CHARLOTTE GEORGINA MITFORD, the survivor.

NEVILLE, JOSEPH, Croydon, Surrey, surgeon, £61 : 8 : 8 New 3 per Cents.—Claimed by ELEANOR NEVILLE, widow, THOMAS ALEXANDER ROBERTS, & GEORGE COOPER, the executors.

PHILLIPS, LAURENCE, Regent's-park, Gent., & Rev. SALOMON HIRSCHEL, Bury-ct., St. Mary-axe, £43 : 13 : 4 Consols.—Claimed by LAURENCE PHILLIPS, the survivor.

TRAVERS, BENJAMIN, Bruton-st., Esq., Rev. GEORGE MILLETT, Brighton, & JOHN TRAVERS, St. Swithin's-la., Esq., £107 : 10 : 11 Consols.—Claimed by BENJAMIN TRAVERS, the survivor.

WIGRAM, Right Hon. Sir JAMES, Portland-pl., Middlesex, Knight, £45 New 3 per Cents.—Claimed by Sir JAMES WIGRAM.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

CRAWFORD, CHRISTOPHER (deceased), late of the Waterman's Arms, Wapping-wall, Middlesex, Licensed Victualler, supposed to have been born near Barnard-castle, Durham, and MARY, his late wife (formerly Mary Brown).—All persons claiming to be nephews and nieces of either to send in their claims immediately to J. & T. Gole, 49, Lime-street, Solicitors.

GOARD, Capt. BENJAMIN; HARRISON, Lieut. JOHN L.; KNOX, GEORGE M'LEOD, Esq.; MEIKLEJOHN, EDWARD; STUNT, THOMAS WILLIAM; WILLIAMS, JAMES HENRY, Master Mariners; KILGOUR, PETER; MATHER, JAMES, Conductors: who died abroad.—Their next of kin to apply to Mouillard & Co., Doctors'-commons.

LINDSAY, ADAM, who retired from H.E.C.S. on June 26, 1805, and died in Scotland in 1812.—Next of kin to apply to F. C., care of Messrs. Allen & Co., Booksellers, 7, Leadenhall-st., London.

RAWLINSON, THOMAS, who died near Shanghae in June, 1856.—Next of kin to apply to the Solicitor of the Treasury, Whitehall, London.

RUDLAND, FRANCES (a person of unsound mind), Widow, 2, Cavendish-cresct., Bath.—Persons claiming to be heirs-at-law, or to be entitled under the statutes for the distribution of intestates' estates (in case she were now dead intestate) to her personal estate, to come in and prove their heirship or kindred before the Masters in Lunacy, 45, Lincoln's-inn-fields.

THEODORE, ELIZABETH, otherwise HURST (who died in June, 1856), late of the Stag Tavern, Fulham-rd., Middlesex.—Next of kin who were living at her death, or their personal representatives, to come in and make out their claims as next of kin or legal personal representatives, on or before June 2, at V. C. Stuart's Chambers.

Money Market.

CITY, FRIDAY EVENING.

The English Funds have maintained their recent improvement throughout the week, and made a small advance. The Government brokers have made daily purchases of Exchequer Bills, first at par and latterly at 2s. to 4s. premium. This is said to be an investment of Savings' Bank money. Foreign Securities have been in request at full prices. The demand for money in the discount market has been active throughout the week, but without any remarkable pressure. From the Bank of England return for the week ending the 9th May, 1857, which we give below, it appears that the amount of notes in circulation is £19,341,590, being a decrease of £434,640, and the stock of bullion in both departments is £9,808,127, showing an increase of £249,300 when compared with the previous return.

Reports from the corn markets in town and country show that great efforts have been made to support an upward movement, and to establish higher prices for grain. A partial advance did take place. Protracted adverse winds, and a temperature remarkably unfavourable for vegetation helped the movement. The pleasant change of weather now prevailing and the expectation that large arrivals from abroad are at hand have given a downward tendency to prices, not likely to be recovered for some time. The arrivals have not yet been large, but all the continental ports are supposed to be open, and the shipments of the season on the way.

The disclosures made in investigating the affairs of the Royal British Bank have naturally led to excessive distrust in all matters relating to bankers and banking. As success in commercial operations depends very much on credit and confidence, too large a measure of caution and doubt is likely to embarrass undertakings really based upon a reasonable foundation of honesty and careful management. The first meeting of the Unity Joint Stock Mutual Bank has lately been held, under the presiding influence of Mr. Sheriff Mechi. The balance-sheet discloses several questionable and perhaps unjustifiable items of expenditure, notwithstanding which, the amount carried to profit and loss, after making provision for bad and doubtful debts, and payment of interest on customers balances, is such as to furnish another strong proof that high rates of profit attach to the business of banking. The report of the auditors states that the subscribed capital, amounting to £150,000, was all well and faithfully paid, and deposited in the London and Westminster Bank. It is also stated that at the commencement business progressed favourably, the amount of deposits steadily increased, and at the end of four months, a profit of about £9,000 had been realised. But the failure of the Royal British Bank, and the want of confidence created by that event, at once turned the tide. Very shortly the deposits decreased £100,000, and such was the panic, that shareholders and customers drew out their funds, the shareholders rushed into the market to relieve themselves from their liability; and if the chairman and some of the directors had not on their own responsibility bought shares, the quotation would have gone lower, the bank would have been placed in an embarrassing situation, and an enormous sacrifice would have taken place.

The council of state relative to the affairs of the Bank of France has resulted in the publication of proposals, and conditions for the renewal and modification of its charter. The charter is to be prolonged till 1897. The capital is to be doubled. The amount raised except the reserve fund is to be advanced to the Government against 3 per cent. rentes, which are to be taken by the Bank at 75. Some relaxation is to be allowed in the existing rule by which the Bank is prohibited from charging any higher rate of discount than 6 per cent. This measure may have good influence on the money market in case a considerable proportion of the money to be paid for the new shares should be brought forward from dormant capital.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	211½ 13	212 13	213 11⅞	212½ 14	...	...
3 per Cent. Red. Ann.	92⅝ ½	92½ ⅝ ½	92⅝ ⅝	92½ ⅝	92⅝ ⅝ ½	92½
3 per Cent. Cons. Ann.	93⅝ ⅞	93⅝ ⅝	93⅝	93⅞	94⅛ 4	94
New 3 per Cent. Ann.	92½ ⅝ ⅜	92⅝ ½ ⅝	92⅝ ½	92⅝ ½ ⅝	92⅝ ⅝ ⅝	92⅝
New 2½ per Cent. Ann.	...	...	76¾	...	...	...
5 per Cent. Annuities	114½	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2⅛ 7-16	2 7-16	...	2 7-16
Do. 30 years (exp. Oct. 10, 1859	2 3-16	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. do. 1800	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	18	...	...	...
India Stock	...	221	220	220	221	...
India Bonds (£1,000)	...	...	...	...	7s. dis.	8s. dis.
Do. (under £1,000)	4s. dis.	4s. dis.	3s. dis.	...	7s. dis.	3s. dis.
Exch. Bills (£1,000) Mar.	...	1s. pm.	par	1s. pm.	4s. pm.	2s. pm.
June	par	2s. dis.	par	1s. dis.	1s. pm.	2s. pm.
Exch. Bills (£500) Mar.	...	4s. pm.	...	...	4s. pm.	2s. pm.
June	...	1s. pm.	par	1s. pm.	...	2s. pm.
Exch. Bills (Small) Mar.	1s. pm.	4s. pm.	2s. pm.	...	4s. pm.	2s. pm.
June	1s. pm.	1s. pm.	2s. pm.	...	3s. pm.	2s. pm.
Exch. Bonds, 1858, 3½ per Cent.	...	98⅝	...	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	98⅛ ⅜	98⅛	98⅛ ⅜	98⅛ ⅜	98⅛ ⅜	98⅛

Insurance Companies.

May 8.

Equity and Law	5½
English and Scottish Law	4½
Law Fire	3½
Law Life	62 x d
Legal and General Life	5
London and Provincial	3
Medical Invalid and General	3½

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	89	90	...	89½	...
Caledonian	71⅝	72⅝ ½ ⅜	72⅝ ½ ⅝	73½ ⅝	74½ 4	73½
Chester and Holyhead	...	...	...	...	...	...
East Anglian	18½	18½ ⅝	18⅝	19½	19½	19
Eastern Union A stock	...	11⅝ ⅝	...	11⅝ ⅝	...	...
East Lancashire	98⅜	...	98⅝ 8	99	...	99
Edinburgh and Glasgow	58	58	59	60	...	62
Edin., Perth. & Dundee	32½ ½	32⅝ 32	32½ ½	32½ ½	33⅛	33⅜
Glasgow & South Western	...	...	...	...	...	...
Great Northern	97½	97½ 7	97½ 7	98 7⅛	97⅛	98
Gt. South & West. (Ire.)	...	103 2½	103	103	103⅛	...
Great Western	66⅝ ½ ⅜	67 6⅝ ⅝	66⅝	67⅛ 6⅝	67⅝ ⅛ ⅜	67⅝
Lancashire & Yorkshire	101½	101⅛	101⅛ 2	102⅛ 1⅜	102⅛ ⅝	102⅛
Lon., Brighton, & S. Coast	...	110⅝ 11	111	110½	...	...
London & North Western	105⅛ ⅝	105⅝ ½	104⅝ 5⅛	106	106⅛	105⅝
London and S. Western	...	100⅛	100⅜	...	100	100
Man., Shef., and Lincoln	40⅜ ½	41⅛	42⅝ ⅛	42⅛ 43	43½ ½	43⅛
Midland	82⅝ ⅝ ⅛	82⅝ ⅛	82½ ⅛	83⅝ ⅝ ½	83½ 4½	83½
Norfolk	...	62⅛	62½	64½ 3⅝	...	...
North British	43⅛	43½ 3	43	43½	43⅛	43
North Eastern (Berwick)	86⅝ 7⅛	87½	87⅛	87⅝	87⅝ ½ ⅛	87⅝
North London	...	...	...	...	98½ 8	...
Oxford, Worc. & Wolv.	31	31½ 1	30⅝	31⅝ 1	...	30⅝
Scottish Central	...	107	...	107	...	107
Scot. N.E. Aberdeen Stock	...	...	25⅝ 6	...	25⅝	...
Shropshire Union	58	...	...	...	49	...
South-Eastern	75½ ⅝	75	75	75½ ⅝	75½ ½	75½
South-Wales	...	86⅝	86	...	...	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 9TH DAY OF MAY, 1857.

Issue Department.

	£		£
Notes issued	23,567,945	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,092,945
		Silver Bullion	...
	£23,567,945		£23,567,945

Banking Department.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,303,838
Rest	3,328,676	Other Securities	18,630,357
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,163,146	Notes	4,226,355
		Gold and Silver Coin	715,182
Other Deposits	10,081,864		
Seven day & other Bills	749,046		
	£33,875,732		£33,875,732

Dated the 14th day of May, 1857.

M. Marshall, Chief Cashier.

London Gazettes.

Bankrupts.

Tuesday, *May* 12, 1857.

ARMSON, Samuel, Builder, Walbrook Coseley, Sedgley, Staffordshire May 22 and June 12, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Pinchard & Shelton, Wolverhampton; or Hodgson & Allen, Birmingham. *Pet.* May 11.

BARNES, John, Dealer and Chapman, Dorchester, Dorset. May 20 and June 18, at 1; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Templar & Son, Bridport; or Terrell, Exeter. *Pet.* May 4.

BRANGWIN, Castle, jun., Grocer, Blackheath-rd., Greenwich, and High-st., Deptford. May 21, at 12.30, and June 18, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Atkins, Andrews, & Co., White Hart-ct., Lombard-st. *Pet.* May 4.

CROWTHER, Anthony, & William Crowther, Curriers, Huddersfield. May 29 and June 26, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Floyd & Learoyd, Huddersfield; or Bond & Barwick, Leeds. *Pet.* May 11.

CRUSE, Jonathan, Builder, Kintbury, Hungerford, Berks. May 25, at 1.30, and June 29, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Gregory & Co., 1 Bedford-row; or Pinniger & Sons, Newbury, Berks. *Pet.* May 9.

GALE, Richard, Grocer, Skirmett, Hambledon, Buckinghamshire. May 21 and June 18, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Rhodes, Sons, & Duffett, 63 Chancery-la. *Pet.* May 5.

HARRISON, Henry (Harrison & Co.), Tailor, Sheffield. May 23 and June 27, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Hoole & Yeomans, Sheffield. *Pet.* May 7.

HUDDLESTON, Mary, & Thomas Huddleston, Cabinetmakers, now of 16 Berners-st., Oxford-st., formerly of Nassau-st. May 25, at 11, and June 29, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Tate, Bucklersbury. *Pet.* May 4.

JONES, William, Slate and Coal Merchant, Carnarvon. May 25 and June 16, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Woodburn, Liverpool. *Pet.* May 9.

LEAKE, William, Cattle-dealer, Lane, Holme, Yorkshire. May 25, at 11.30, and June 22, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Floyd & Learoyd, Huddersfield; or Bond & Barwick, Leeds. *Pet.* May 8.

MAY, James, Linendraper, 127 Goswell-st., Clerkenwell. May 29 and June 26, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Giles, 118 London-wall. *Pet.* May 12.

MORICE, Spegel (Morice, Newmann, & Co.), Importer of Foreign and Fancy Goods, 7 Coleman-st May 26 and June 23, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Bailey, Tokenhouse-yd. *Pet.* May 8.

ORGAN, William, Saddler, Walsall, Staffordshire. May 27 and June 15, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Thomas, Walsall; or Hodgson & Allen, Waterloo-st., Birmingham. *Pet.* May 6.

SEAL, Neptune, & John Seal, Hat Manufacturers, Denton, Lancashire, and Birmingham. May 22 and June 12, at 1; Manchester. *Off. Ass.* Hernaman. *Sols.* Darnton, Ashton-under-Lyne; or Sale, Worthington, & Shipman, Manchester. *Pet.* May 8.

STARMER, Samuel, Shoe Manufacturer, Wolverhampton, Staffordshire. May 27 and June 15, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Kitson, Wolverhampton; or Finlay Knight, Bennett's-hill, Birmingham. *Pet.* May 7.

Friday, *May* 15, 1857.

CANTER, Benjamin, Cloth Merchant, Barnsley, Yorkshire. May 29 and June 26, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Cariss & Cudworth, Leeds. *Pet.* May 11.

COX, Henry Ivimey, Grocer, High-st., Shalford, West Ham, Essex. May 26, at 12.30, and June 25, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Messrs. Hilleary, Fenchurch-bldgs. *Pet.* May 12.

CUNDY, Samuel Tansley, Statuary and Stone Mason, Belgrave-wharf, Lower Belgrave-pl., Pimlico. May 26 and June 25, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Keighly, Basinghall-st. *Pet. for arrangement*, Feb. 18.

ENTWISTLE, Jonathan, otherwise Entwisle (Prisoner for Debt in Lancaster Castle), Tailor, Bury, Lancashire. May 26 and June 23, at 12; Mancheater. *Off. Ass.* Pott. *Sol.* Taylor, Manchester. *Pet.* May 6.

GITTINS, George, Ironmonger, 6 Hart-st., Grosvenor-sq. May 26 and June 23, at 11.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Page, 13 Duke-st., Grosvenor-sq. *Pet.* May 13.

HYDE, George Cockburn, Surgeon, 16 South-par., Chelsea. May 26, at 2, and June 19, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Clarke & Morice, 29 Coleman-st. *Pet.* May 12.

KNAPP, James Nelson, Sail Maker, Newport, Monmouthshire. May 26, and June 30, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Cathcart, Newport; or Bevan & Girling, Small-st., Bristol, *Pet.* May 7.

MILNES, Abraham, & James Milnes, jun., Cotton Spinners, Busk Mill, Oldham, Lancashire, June 9 and 29, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Sale, Worthington, & Shipman, Manchester. *Pet.* May 8.

OWEN, John, & William Henry Boon, Silversmiths, Birmingham. May 29 and June 19, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Knight, Birmingham. *Pet.* May 11.

ROBERTSON, Henry, Commission Agent, 3 St. Michael's-alley, Cornhill. May 26 and June 23, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Miller, Raymond-bldgs., Gray's-inn. *Pet.* May 12.

STAMPS, James, Handsworth, Staffordshire, and William Finch, sen., Tipton, Staffordshire, carrying on business at Alton (Stamps & Finch), Papermakers. May 29 and June 19, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Allcock; or Hodgson & Allen, Birmingham. *Adjudication*, May 14.

THOMPSON, William, Power Loom Cloth Manufacturer, Over Darwen, Lancashire. May 28, at 1, and June 25, at 12.30; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Fountain-st., Manchester. *Pet.* May 13.

TILLEY, George, Brewer, Walton-on-Thames. May 28, at 12, and June 29, at 12.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Hammond, 16 Furnival's-inn, Holborn; or Messrs. Smallpiece, Guildford. *Pet.* May 8.

BANKRUPTCIES ANNULLED.

TUESDAY, *May* 12, 1857.

DALRYMPLE, ALEXANDER, Merchant, 11 Lime-st. May 8.

FRIDAY, *May* 15, 1857.

BASSE, JAMES, & SOLOMON LINDE, Wine and Spirit Merchants, 4 Savage-gardens, Tower-hill. May 11.

MEETINGS.

TUESDAY, *May* 12, 1857.

ALLTREE, JOHN, Tailor, Liverpool. June 4, at 11; Liverpool. *Com.* Stevenson. *Div.*

BOULTON, SAMUEL, & JOHN SWINDELLS, Spelter Manufacturers, Greenfield Works, Holywell, Flintshire. June 5, at 11; Liverpool. *Com.* Stevenson. *Div.*

CLUBBE, THOMAS, Ale and Porter Brewer, Chester. June 4, at 11; Liverpool. *Com.* Stevenson. *Div.*

EDNEY, CHARLES PHILLIPS, & ALFRED RAINS, Druggists, Liverpool. June 5, at 11; Liverpool. *Com.* Stevenson. *Div.*

GADD, JOHN LAWRENCE, Draper, Whitechapel-rd. June 2, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

GROGAN, JOHN, Musical Instrument Dealer, 10 Stockbridge-ter., Pimlico. June 4, at 2; Basinghall-st. *Com.* Evans. *Div.*

JONES, WILLIAM, Draper, 1 Broadway, Westminster. June 4, at 12; Basinghall-st. *Com.* Evans. *Div.*

LEWIS, RALPH, Wine and Spirit Merchant, late of Eastgate-st., Chester, now of Penygroes, Tryddyn, Mold, Flintshire. June 5, at 11; Liverpool. *Com.* Stevenson. *Div.*

MARGERISON, CHARLES, & ERNEST BENJAMIN FORT, Wine and Spirit Merchants, Savage-gardens, Tower-hill. June 3, at 1; Basinghall-st. *Com.* Fonblanque. *Div.* sep. est. E. B. Fort.

MEADOWS, HARVEY, Draper, Warboys, Huntingdonshire. June 4, at 12.30; Basinghall-st. *Com.* Evans. *Div.*

PRESCOTT, JOSEPH, Tea-dealer, Liverpool. June 4, at 11; Liverpool. *Com.* Stevenson. *Div.*

RAMSAY, DAVID ALLEN, Builder, Kensington-park-ter., Notting-hill. June 4, at 1; Basinghall-st. *Com.* Evans. *Div.*

SWORDER, JOHN, Maltster, Ware, Hertfordshire. June 4, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

SYMES, JAMES, EDWARD BARNARD SYMES, & REUBEN RAPER, Electro Platers, 422 Strand. June 2, at 12; Basinghall-st. *Com.* Holroyd. *Div.* joint est.; and sep. ests. of J. Symes and E. B. Symes.

FRIDAY, *May* 15, 1857.

BRETTELL, WALTER, Printer, 11 Little Marlborough-st. June 5, at 11; Basinghall-st. *Com.* Evans. *Div.*

COGDON, HENRY, Plumber, Sunderland. May 26, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 24) *Last Ex.*

COLEMAN, WILLIAM, Chemist, Coventry. June 5, at 11.30; Birmingham. *Com.* Balguy. *Div.*

COWAN, JOHN, Cheesemonger, Newcastle-upon-Tyne. May 28, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 29) *Last Ex.*

GUMMOW, JAMES REYNOLDS, Builder, Wrexham, Denbighshire. June 18, at 11; Liverpool. *Com.* Stevenson. *Fur. Div.*

HAMMOND, JOHN, Builder, Birmingham. June 5, as 11.30; Birmingham. *Com.* Balguy. *Div.*

KIMPTON, ROBERT, Jeweller, 2 Crescent, Jewin-st., Cripplegate. June 11, at 11; Basinghall-st. *Com.* Evans. *Div.*

LENO, PANAYOTTI DEMETRIUS, Merchant, 1 Gt. Winchester-st. June 5, at 12; Basinghall-st. *Com.* Fane. *Div.*

NORTH, GEORGE, Coal Dealer, Chesterfield, Derbyshire. June 6, at 10; Sheffield. *Com.* West. *Div.*

PEEL, WILLIAM, Blanket Manufacturer, Staincliffe, Yorkshire. June 8, at 11; Leeds. *Com* Ayrton. *Last Ex.*

POLAND, JOHN, Furrier, Broadway, Ludgate-hill. June 2, at 12; Basinghall-st. *Com.* Holroyd. *Last Ex.*

RUDDOCK, EDWARD HARRIS, & HENRY EBISON, Marble Masons, Bradford, Yorkshire. June 6, at 10; Sheffield. *Com.* West. *Div.*

RYDER, BERNARD SUMMERS, Paperstainer, 1 Gough-st. North, Gray's-inn-rd. June 12, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

SAGAR, OATES, Manufacturer, Stonefold Mill, Haslingden, Lancashire, June 11, at 12; Manchester. *Com.* Skirrow. *Div.*

SNOWDON, JOHN, Draper, Newcastle-upon-Tyne. May 28, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Prf. Debts.*

STAGG, WILLIAM, Manufacturing Chemist, Manchester. June 11, at 2; Manchester. *Com.* Skirrow. *Div.*

STEFFANO, PETER, Ship Chandler, 28 Wellclose-sq., and Cardiff. June 5, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

TAYLOR, ROBERT, Draper, Sunderland. June 8, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

TILBURY, WILLIAM, Brass Worker, 81 Gt. Titchfield-st., Marylebone, and Cleveland Mews, Fitzroy-sq. June 5, at 11; Basinghall-st. *Com.* Fane. *Div.*

WIGG, HENRY, & BURTON SMITH, Commission Agents, Gresham-st. June 5, at 1; Basinghall-st. *Com.* Fane. *Div.*

WILLIAMSON, GEORGE, Woollen Manufacturer, Stair Mill, Crosthwaite, Cumberland. May 28, at 11; Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from April 29) *Last Ex.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *May* 12, 1857.

BASSNETT, JAMES, & THOMAS BASSNETT, Opticians, Liverpool. June 3, at 11; Liverpool. To each bankrupt.

DAY, RICHARD KEMSLEY, Fuel Manufacturer, 87 Bermondsey-st., Southwark. June 2, at 2; Basinghall-st.

DICKSON, JOHN, Builder, 206 Fleet-st.; of Swansea; and late of Wellington, Salop. June 3, at 2; Basinghall-st.

HIND, ANDREW, Tea-dealer, 2 & 3 Pleasant-row, Pentonville. June 3, at 12.30; Basinghall-st.

JONES, THOMAS, Ale, Beer, and Bottle Merchant, 6 New Broad-st., and 73 Back Church-la., St. George's-in-the-East (lately in copartnership with Stephen Noakes). June 3, at 1; Basinghall-st.

WAGSTAFF, GEORGE JAMES, Watchmaker, 54 Whitechapel-rd. June 2, at 11.30; Basinghall-st.

FRIDAY, *May* 15, 1857.

BISHOP, HENRY, Money Scrivener, Dursley, Gloucestershire. June 16, at 11; Bristol.

BRAGGIOTTI, DOMENICO, & PAUL TESTA (D. Braggiotti, Testa, & Co.), Merchants, 32 Lombard-st.; and at Brussels (P. Testa & Co.). June 11, at 1; Basinghall-st.

BULMER, WILLIAM, Grocer, Bedale, Yorkshire. June 5, at 11; Leeds.

CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton, Northumberland. June 11, at 11.30; Newcastle-upon-Tyne.

CLARKE, JOHN WILLDING, Seed Merchant, now of Whittlesea, Cambridgeshire, late of Sidcup, Kent. June 5, at 1.30; Basinghall-st.

CRESWICK, THOMAS JOHN, Electro-plated Goods Manufacturer, Sheffield. June 6, at 10; Sheffield.

FRANGHIADI, GEORGE CONSTANTIN (C. Franghiadi, Sons), Merchant, Gresham-house, Old Broad-st. June 8, at 1; Basinghall-st.

GANDER, HENRY, Licensed Victualler, Catherine Wheel Inn, Catherine Wheel-yd., 191 High-st., Borough. June 8, at 11.30; Basinghall-st.

GELDER, RICHARD, General Warehouseman, Bradford, Yorkshire. June 5, at 11; Leeds.

HIPKISS, THOMAS, Scale Cutter, Sheffield. June 6, at 10; Sheffield.

HOLMES, JOHN, Builder, Bramham, Yorkshire. June 5, at 11; Leeds.

JEFFCOAT, WILLIAM, Baker, King's Heath, Worcestershire. June 8, at 10; Birmingham.

JOHNS, JOSEPH, Innkeeper, Salisbury Arms Inn, Hertford. June 5, at 12; Basinghall-street.

JONES, RICHARD, Flannel Manufacturer, Newtown, Montgomeryshire. June 8, at 11; Liverpool.

KEY, ROBERT EDWARD, Grocer, Thorney, Cambridgeshire, June 5, at 11.30; Basinghall-st.

LIDDELL, CAROLINE, Common Brewer, Great Driffield, Yorkshire. June 10, at 12; Kingston-upon-Hull.

LONE, EDWARD CLARK, Oil and Drug Merchant, 2 Cullum-st. June 5, at 2; Basinghall-st.

MATTHEWS, NICHOLAS, Iron Founder, Heaton Norris, Lancashire. June 8, at 12; Manchester.

MUNDY, HENRY, Ironmonger, Gloucester. June 19, at 11; Bristol.

RICHARDS, JOHN, Draper, Aberystwith. June 19, at 11; Bristol.

TAYLOR, JOHN, Auctioneer, Sheffield. June 6, at 10; Sheffield.

THOMAS, THOMAS JAMES, Carpenter, Cardiff. June 19, at 11; Bristol.

WRIGHT, JOSEPH, Cotton Spinner, Heaton Mill, Heaton Norris, and Forge Mill, Caton, Lancashire. June 8, at 12; Manchester.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *May* 12, 1857.

BARKER, ISAAC, Draper, Scarborough. May 4, 3rd class; to be suspended for six months from May 4.

BROADHEAD, WILLIAM HENRY, & WILLIAM HUDSON, Builders, Nottingham. May 5, 3rd class; after a suspension of three months.

CHORLEY, WILLIAM BROUNSWORD, Slate and Slab Merchant, late of 16 Gt. Ormond-st., now of 37 Hart-st., Bloomsbury, and of Cwmorthin, Festinog, Merionethshire. May 7, 2nd class.

DEARLOVE, HENRY GEORGE, Timber Merchant, Palace-row, New-rd. May 4, 3rd class; to be suspended for six months from Nov. 26, 1856.

GIBBONS, JAMES HARPER, Straw Hat Warehouseman, 66 Wood-st., Cheapside. May 6, 3rd class; having been suspended for three years from May 1, 1854.

HILL, JAMES BEECH, Glass and China Dealer, 254 Blackfriars-rd. May 6, 1st class.

HORSMAN, SIMON, Tea-dealer, Westgate, Bradford, Yorkshire. May 4, 3rd class.

KING, THOMAS, Licensed Victualler, Spalding, Lincolnshire. May 5, 2nd class

LEE, ROBERT, Currier, Cromford, Derbyshire. May 5, 2nd class.

PERRIN, FRANCOIS, Dealer in Foreign Woods, 9A Cleveland-st., Fitzroy-sq. May 6, 2nd class.

SENIOR, ROBERT, & STEPHEN SENIOR, Blanket Manufacturers, Staincliffe, Batley, Yorkshire. May 5, 3rd class.

SMITH, WILLIAM, Licensed Victualler, Mansfield, Nottinghamshire. May 5, 2nd class.

TOWAN, STEPHEN, Currier, 13 Buckwell-st., Plymouth. May 4, 3rd class; to be suspended for six months from May 4.

WESTON, JOHN, Manufacturing Chemist, Mottram-in-Longdendale, Cheshire. May 6, 2nd class.

WOOD, GEORGE, Wharfinger, Loughborough, Leicestershire. May 6, 1st class.

WOODALL, GEORGE, Grocer, Carlisle. April 29, 3rd class.

FRIDAY, *May* 15, 1857.

BARWICK, ROBERT, Shipowner, late of Sunderland (now a prisoner for debt in County Gaol at Durham). May 12, 3rd class.

COLLISON, HENRY WILLIAM, jun., Provision Merchant, Bath. May 12, 2nd class.

CROFTS, EDWARD, Hearth Rug Manufacturer, 3 West-pl., St. John's-row, St. Luke's. March 25, 2nd class.

GRIEVESON, SAMUEL HOWEL, & CUTHBERT RICHARDSON GRIEVESON, Joiners and Builders, Deptford, Sunderland. May 12, 3rd class.

LAIDMAN, LEONARD, Stationer, 100 Chancery-la., and Wentworth-lodge, Coburn New-rd., Bow. May 9, 2nd class; after a suspension of 12 months.

REES, ANN, Llanelly, Carmarthen. May 12, 3rd class.

WALKER, JOHN, Commission Agent, Blackburn, Lancashire. May 7, 2nd class.

WILKINSON, JESSE, Woollen and Cloth Manufacturer, Lindley, Huddersfield, Yorkshire. May 8, 3rd class; subject to a supension for 3 months

DIVIDENDS.

TUESDAY, *May* 12, 1857.

ADAMS, EDGAR, Laceman, North-st., Brighton. First, 3s. *Stansfeld*, 16 Basinghall-st.; any Thursday, 11 & 2.

ADAMSON, ROBERT HENRY, Wine and Spirit Merchant, 14 John-st., Berkeley-sq. First, 6s. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

ADKIN, ROBERT, Builder, Queen's-rd., Notting-hill, Kensington. First, 11½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

ANDREWS, NICHOLAS & THOMAS, Ironmongers, Gateshead. Fourth and final, 8*d.* (in addition to 5s. previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

BAKER, JOHN, Scrivener, Blagdon. Div. ½*d.* *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

BALDING, EDWARD, Builder, Speenham-land. Speen, Berks. Second, 2½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

CAVENS, GEORGE, Jeweller, Carlisle. First, 3s. 6*d.* *Baker*, Royal Arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

CLARKE, T. T., & Co., Wool-yarn Manufacturers, Huddersfield. First, 10$\frac{3}{4}$*d.* *Young*, 5 Park-row, Leeds; any day, 10 & 1.

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. First, 2s. 6d. joint est.; and 1s. 6d. sep. est. W. Doeg. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

FAIRBROTHER, JOHN, Brewer, Hertford. First, 2s. 9d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

FELL, JAMES. First, 1s. 9d. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 & 2.

FINDLATER, WILLIAM STUART, Coal Merchant, Plymouth. First, 3s. *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.

HAWKINS, JAMES, Corn-dealer, Richard-st., Woolwich. First, 9d. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 & 3.

HODGSON, GILBERT, & WILLIAM ATCHESON, Timber Merchants, Sunderland. First, 9d. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

LEEMING, JOSEPH, jun., Whitesmith, Hartlepool. First and final, 6d. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

M'CARROLL, ALEXANDER, Seller of Musical Instruments, 171 North-st., Brighton. Second, 1¼d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. First, 3s. 4d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

PHILLIPS, JOHN, Grocer, Crumlin. Div. 2s. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

ROYAL BRITISH BANK. Second, 2s. 6d. *Lee*, 20 Aldermanbury; on May 13 and following Wednesday, 11 & 2 (not *three* subsequent Wednesdays, as advertised in *Gazette* of May 8).

SOWERBY, PETER, & SON, Cheesefactors, Liverpool. Div., with former payments amounting to 20s. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 & 2.

UTTING, FREDERIC JAMES, Ironfounder, Wisbeach, Cambridgeshire. First, 2s. 6d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 & 2.

WOODALL, GEORGE, Grocer, Carlisle. First, 2s. 3d. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

FRIDAY, *May* 15, 1857.

HEMINGWAY, REUBEN, Merchant, Liverpool. First, 1s. 4d. *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 & 2.

Professional Partnerships Dissolved.

TUESDAY, *May* 12, 1857.

BRIGGS, CHRISTOPHER, WILLIAM ROTHWELL JACKSON, & ARTHUR BAILEY, Attorneys-at-Law and Solicitors, Bolton-le-Moors, Lancashire. By mutual consent; as regards W. R. Jackson, who retires from the profession. May 9.

CURLING, ROBERT, & ASHFIELD CHURCH HOPE (Fyson, Curling, & Hope), 3 Frederick's-pl., Old Jewry. March 1.

HAWKES & BRAGG, Attorneys and Solicitors, Okehampton, Devon. April 27.

Assignments for Benefit of Creditors.

TUESDAY, *May* 12, 1857.

BARRATT, WILLIAM, Tailor, 26 Exchange-sq., Glasgow. May 7. *Trustees*, W. Landon & S. G. Holland, Woollen Warehousemen, 10 Old Bond-st., London. Claims to be lodged, within one month from this notice, with Hunter & Cook, Solicitors, 161 New Bond-st., London; or R. D. Douglas, 107 Brunswick-st., Glasgow.

BRITTAIN, WILLIAM, Draper, Bishop Auckland, Durham. April 13. *Trustees*, J. Bateson, Merchant, Leeds; J. Hepworth, Merchant, Darlington; J. Parry, Merchant, Manchester. Indenture lies at office of Caster & Co., Accountants, 14 St. Ann's-sq., Manchester.

BUDD, GEORGE CALKIN, Bookseller, 1 North-st., Brighton. May 4. *Trustees*, J. J. Miles, Bookseller, 33 Paternoster-row; W. Parrington, Stationer, 174 Aldersgate-st. *Sol.* Boyer, 14 Old Jewry-chambers.

GUNN, JAMES, Draper, Norwood, Surrey. April 24. *Trustee*, J. Morley Warehouseman, Gutter-la. *Sols.* Fry & Loxley, 80 Cheapside.

JONES, THOMAS, Grocer, Merthyr Tydfil, Glamorganshire. May 11. *Trustees*, T. H. Williams, Grocer, Merthyr Tydfil; S. Crook, Grocer, Merthyr Tydfil. *Sol.* Smith, Merthyr Tydfil.

PALEY, JOHN, Cotton Spinner, Preston, Lancashire. May 5. *Trustees*, J. Cooper, Manufacturer; J. Stevenson, Ironfounder; T. Jolly, Bookkeeper; all of Preston. *Sol.* Dickson, Preston.

ROE, JOHN, Miller, Worstead and Dilham, Norfolk. April 16. *Trustees*, E. Beare, Farmer, Paston, Norfolk; H. Wright, Merchant, Ankingham, Norfolk. *Sol.* Fox, Norwich.

STEPHENS, RICHARD, Draper, Devonport. May 6. *Trustees*, R. Munt, Warehouseman, Wood-st.; S. Gray, Warehouseman, Aldermanbury. *Sol.* Sole, 68 Aldermanbury.

FRIDAY, *May* 15, 1857.

ANDREWS, FROW, Druggist, Louth, Lincolnshire. May 12. *Trustees*, E Cartwright, Farmer, Louth; J. Dymoke, Druggist, Lincoln. *Sols.* Goe & Wilson, Louth.

BROWN, HENRY, Timber Merchant, Worcester Wharf, Birmingham. May 9. *Trustees*, T. Dowling, Timber Merchant, Birmingham; W. Reeves, Wheelwright. Birmingham. *Sol.* Reeves, 118 New-st., Birmingham.

CHRISP, JAMES, Hosier, South Shields, Durham. April 25. *Trustees*, T. Burnley, Worsted Spinner, Gomersal; E. Stead, Leather Manufacturer, Leeds. Creditors to execute the deed within two months from May 8. *Sol.* Simpson, 5 Commercial-st., Leeds.

COBLEY, HENRY, Woollendraper, 1 High-st., Bow. May 5. *Trustees*, T. Blurton, Woollendraper, 4 & 5 High Holborn; E. Caldecott, Manchester Warehouseman, Cheapside. *Sol.* Clarke, 29 Bedford-row.

HIND, THOMAS, Builder, Sheffield. May 6. *Trustees*, J. Garside, Timber Merchant, Worksop, Nottingham; C. Brown, Slate Merchant, Sheffield *Sol.* Fernell, St. James'-st., Sheffield.

MINSHALL, RICHARD, Cabinetmaker, Witton, Cheshire. May 12. *Trustee*, G. Slater, Miller, Allostock, Cheshire. *Sol.* Dunstan, Northwich.

NEWMAN, HENRY, Agent and Collector, 33 Harmer-st., Milton-next-Gravesend. May 8. *Trustees*, W. Fletcher, Coal Merchant, Gravesend; T. Troughton, Tallow Chandler, Gravesend. *Sols.* Gibson & Wates, Gravesend.

QUICK, GEORGE, Joiner and Builder, Blackburn, Lancashire. May 7. *Trustees*, R. Rimmer, Ironmonger, Blackburn; R. & J. Railton, Ironfounders, Blackburn. *Sols.* Robinson & Son, Blackburn.

SIMPSON, JOHN, Draper, 4 Alfred-ter., Westminster-rd. May 7. *Trustees*, T. Tarsey, Warehouseman, Aldermanbury; B. Smith, Warehouseman, St. Martins-le-Grand. *Sol.* Huson, 4 King-st., Cheapside.

WILLS, GEORGE, & JOHN WILSON, Tailors, Fleet-st. May 1. *Trustee*, R. Southall, Woollen Merchant, King-st., Cheapside. *Sol.* Huson, 4 King-st., Cheapside.

WINSER, FREDERICK, Grocer, Hastings. May 7. *Trustees*, E. Hicks, Merchant, Rye; W. Laurence, Merchant, Maidstone. *Sols.* J. & S. Langham, Hastings, Sussex.

Creditors under Estates in Chancery.

TUESDAY, *May* 12, 1857.

BURDON, STEPHEN (who died in March, 1855), Farmer, Bradbury, Durham. Creditors to come in and prove their debts on or before June 16, at V. C. Stuart's Chambers.

BUTT, ELIZABETH (who died in Dec. 1840), Widow, Gt. Pulteney-st., Bath. Creditors to come in and prove their debts on or before June 16, at V. C. Kindersley's Chambers.

DAVIES, WILLIAM (who died in Jan. 1847), Gent., Hammersmith. Creditors to come in and prove their debts on or before May 22, at V. C. Wood's Chambers.

EMBLETON, ABRAHAM DARLINGTON (who died in Feb. 1857), Gent., Manchester. Creditors to come in and prove their debts on or before June 15, at Master of the Rolls' Chambers.

FALKNER, EDWARD DEANE (who died in Jan. 1856), Liverpool. Creditors to come in and prove their debts on or before June 8, at Master of the Rolls' Chambers.

FEUILLADE, GEORGE REED (who died in Jan. 1857), Hotel-keeper, Charles-st., St. James's. Creditors to come in and prove their debts on or before June 8, at V. C. Wood's Chambers.

GWYNNE, JOHN (who died in Sept. 1856), 3 Marlboro'-hill, St. John's-wood. Creditors to come in and prove their debts on or before May 25, at V. C. Wood's Chambers.

JUDSON, CHARLES BOWER (who died in Sept. 1850), Gent., late of Henley-on-Thames, Oxfordshire, formerly of Ware, Hertfordshire. Creditors to come in and prove their debts on or before June 9, at Master of the Rolls' Chambers.

JUDSON, JOHN HENRY (who died on Aug. 11, 1849), Surgeon, formerly of Ware, Hertfordshire, but late of Henley-on-Thames, Oxfordshire. Creditors to come in and prove their debts on or before June 4, at Master of the Rolls' Chambers.

LAY, WILLIAM (who died in March, 1856), Fruiterer, 3 Pratt-st., Camden-town. Creditors to come in and prove their debts or claims on or before May 27, at V. C. Wood's Chambers.

MILWARD, EDWARD (who died at Boulogne-sur-Mer in Oct. 1856), Esq., Boulogne-sur-Mer, France, formerly of Waterford, Ireland, afterwards of New Cavendish-st., Portland-pl., then of 14 Ampthill-sq., Hampstead-rd. Creditors to come in and prove their claims on or before June 15, at V. C. Stuart's Chambers.

NIAS, WILLIAM (who died in Nov. 1856), Esq., Westmoreland-pl., Bath. Creditors to come in and prove their debts on or before June 6, at V. C. Wood's Chambers.

STANHOPE, SUSAN (formerly SUSAN ROBINSON, Spinster), who died in Feb. 1845, 1 Melton-st., Euston-sq. Creditors to come in and prove their debts and claims on or before June 15, at V. C. Kindersley's Chambers.

THEODORE, ELIZABETH, otherwise HURST (who died in June, 1856), Widow, late of the Stag Tavern, Fulham-rd., Middlesex. Creditors to come in and prove their debts on or before June 2, at V. C. Stuart's Chambers.

WHINFIELD, MOSES (who died in April, 1856), Yeoman, Broughton, Furness, Lancashire. Creditors to come in and prove their claims on or before June 5, at Master of the Rolls' Chambers.

FRIDAY, *May* 15, 1857.

WILLIAMSON, JOHN (who died in July, 1847), Machine-maker, late of Lane Bridge, Habergham Eaves, Lancashire. Creditors to come in and prove their debts on or before June 5, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *May* 12, 1857.

LONDON AND PENZANCE SERPENTINE COMPANY.—V. C. Wood will, on May 23, at 12, at his chambers, make a call for £1 per share on all the contributories in Class No. 1, Schedule A.

NANTLLE VALE SLATE COMPANY.—The Master of the Rolls orders this Company to be absolutely dissolved as from May 7, and wound up.

ST. GEORGE BENEFIT BUILDING SOCIETY.—A petition for the dissolution and winding up of this Company was, on May 9, presented by C. Moody, which will be heard before V. C. Kindersley on May 23. *Johnson*, Sol. for Petitioner, 17 Gt. James-st., Bedford-row.

FRIDAY, *May* 15, 1857.

BASTENNE ASPHALTE OR BITUMEN COMPANY, heretofore called the BASTENNE AND GAUJAC BITUMEN COMPANY.—Master Humphry, having adjourned the meeting of May 5 to May 26, at 11, at his Chambers, will then proceed with the further settlement of the list of contributories of this Company.

NOTH TAMAR MINE COMPANY.—V. C. Kindersley will proceed, on June 8, at 1, at his Chambers, to settle the list of contributories.

TREVENA MINING COMPANY.—The Master of the Rolls orders that this Company be dissolved as from May 7, and wound up.

WHEAL CONCORD MINING COMPANY.—Master Humphry peremptorily orders that a call of £2 10s. per share be made on each contributory; and that, on May 25, at 11, he pay to Messrs. Hawkins & Soulby, Accountants, 69 Chancery-lane, the balance (if any) which will be due from him after debiting his account in the Company's books with such call.

WHEAL HELEN MINING COMPANY.—The Master of the Rolls orders this Company to be dissolved as from May 7, and wound up.

Scotch Sequestrations.

TUESDAY, *May* 12, 1857.

FERGUSON, JAMES (Russell & Ferguson, and J. Ferguson & Co.), Grain and Provision Merchant, Glasgow. May 15, at 12, Globe Hotel, George's-sq., Glasgow. *Seq.* May 7.

STRACHAN, ALEXANDER, Wood Merchant, Ariary Saw Mills, Kinross. May 19, at 12, Stock's Hotel, Kinross. *Seq.* May 8.

THOMSON, DAVID, Cabinetmaker, Milnathort, Orwell, Kinross. May 21, at 12, Kirkland's Inn, Kinross. *Seq.* May 8.

TURNBULL, JOHN (John Turnbull & Co., Woollen Warehousemen, Edinburgh, and Merchant Clothiers, Edinburgh), Merchant, Edinburgh; and Linen and Woollen Draper, Dunse. May 19, at 1, Cay & Black, 45 George-st., Edinburgh. *Seq.* May 7.

FRIDAY, *May* 15, 1857.

ANDERSON, CHARLES, Manufacturer, Arbroath. May 23, at 12; White Hart hotel, Arbroath. *Seq.* May 12.

M'MASTER, JOHN, Draper, Glasgow. May 19, at 12; Globe hotel, George-sq., Glasgow. *Seq.* May 9.

WOOD, JAMES (James Wood & Co.), Merchant, Broughton-st., and Elder-st., Edinburgh. May 22, at 2; Kennedy's Ship-hotel, East Register-st., Edinburgh. *Seq.* May 12.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

☞ *We send to each of our Subscribers with this Number a* SUPPLEMENT *containing a report of the Private Bill Business in Parliament during the last two weeks. These reports were prepared for publication in the Journal, but excluded in consequence of various claims upon our columns. Opinions differ as to the value of such reports, as compared with other matters which they would displace, and we have therefore determined to submit the question to our Subscribers, and to request them to favour us with their views upon it. Unless we receive during the next week some strong testimonies to the utility of these reports, we shall conclude that it is desirable to discontinue them. The report for the first week would have occupied two columns of the Journal. In future weeks we believe they would not have extended beyond half or three quarters of a column.*

THE SOLICITORS' JOURNAL.

LONDON, MAY 23, 1857.

ATTORNEY'S LIABILITY FOR NEGLIGENCE.

In our number of last week, we gave an outline of two cases illustrating the liabilities and dangers to which attorneys may be exposed at the hands of a jury, and we now revert to the subject as one of considerable importance. Our readers may remember, that, in the first case, that of *Chapman* v. *Van Toll*, the plaintiff, an attorney at Richmond, sued a widow lady to recover a sum slightly under £50, for work and labour done by him as an attorney. The defendant had lent £1,000 to a Captain ROBERTS on the security of his bond. A portion was repaid, but Mrs. VAN TOLL was unable to obtain payment of the residue, and applied to the defendant to assist her in recovering it. He instructed his London agent to take the necessary proceedings, under the advice of a special pleader, and a writ was issued against Captain ROBERTS. Two days after its service, Captain ROBERTS wrote to the defendant, acknowledging that a balance was still due to her, but denying that it was so large as she asserted. The plaintiff and his agent were unfortunately ignorant of the clause in the Common Law Procedure Act, which permits an immediate reference to the Master when nothing more is in dispute between the parties than a mere question of account. A declaration was filed, the proceedings went on in the regular course, and the cause was set down for trial. Before the parties came into court it was arranged that it should be referred to the Master to state the account. The attorney sued his client for the costs of these proceedings; and whether or not his negligence disentitled him from recovering was the point at issue in *Chapman* v. *Van Toll*. The jury, under the direction, and with the approbation, of Lord CAMPBELL, the presiding judge, found a verdict for the defendant. They would not even allow the plaintiff's costs down to the service of the writ. We cannot see how this could possibly be right, because the Act expressly says that the immediate reference to the Master shall only be made after the issuing of a writ, and the services of the plaintiff down to the period when the writ was issued were not only useful but indispensable. However, on the main question we do not wish to say much against the verdict. The punishment inflicted on the attorney for a not very culpable negligence was certainly severe. But it is one of the risks to which a professional man knowingly exposes himself, that he is liable to suffer if he omits to give his clients the benefit of any of the great changes which the Legislature makes in our legal system. No cautious man would ever think of conducting an action without looking closely to the provisions of the Common Law Procedure Act. When a whole series of proceedings are, under the existing law, totally unnecessary, the public have perhaps a right to expect that the legal adviser who institutes them should pay for them. Mr. CHAPMAN'S was a hard case, for he appears to have been guilty of no greater ignorance than the pleader who drew the pleadings; but still, hard cases must sometimes occur, and a hard case is not necessarily an unjust one. Whatever argument can be found to impeach this verdict will no doubt be urged in the most forcible manner by Sir FREDERICK THESIGER in support of the rule *nisi* which he obtained in the case yesterday.

But the next case was one of palpable injustice. In the second suit the parties were reversed, and the client now sued the attorney. She insisted that by his negligence she had lost the amount due to her on her bond, for Captain ROBERTS was a bankrupt at the time when judgment was actually obtained; whereas, if the judgment had been obtained six months before, as it was assumed it might have been, had an immediate reference been made to the Master, Captain ROBERTS would have been able to satisfy the debt. The evidence to prove this was of the most unsatisfactory description. It appeared that ROBERTS was married about a month after the time when the writ was issued, and that on his being arrested by another creditor immediately after his marriage, his father-in-law paid off the debt for which he was arrested. It also appeared, that, at some period or other after the issuing of the writ, he had drawn from an insurance society a sum of £150. Captain ROBERTS was called by the defendant, and swore positively, that if he had been pressed by the plaintiff directly after the issuing of the writ, he could not have paid the debt, and that his only chance of meeting his liabilities was by having time given him. These were the facts; and the jury had therefore to calculate the difficult problem of the difference between the likelihood of the debt due to Mrs. VAN TOLL having been paid at one or other of two periods by a man penniless at both. There was certainly the chance that if ROBERTS had been pressed in the first flush of his wedded happiness his pitying father-in-law might have been willing to assist him further than he actually did. The question, therefore, resolved itself into an estimate of a sum which a father will give to secure his daughter a quiet honeymoon, and the jury seem to have had the most liberal views on the subject. The amount claimed by the plaintiff was £744, and the amount of damages given her by the jury was £644. There is a story of a judge saying of an intricate case, "A jury will settle this case, but how they will settle it God only knows." Human reason is incapable of ascertaining how the jury arrived at the sum of £644. They estimated the probalility of a father-in-law paying £744 for a son-in-law who had already cost him £378 as £100 less than absolute certainty. This is a wonderful piece of arithmetic, and may incline us to think that few of the jurymen were troubled with marriageable daughters. However, if Mr. CHAPMAN'S counsel be successful in supporting the rule *nisi* which has been granted for a new trial, this embarrassing question of probabilities may exercise the ingenuity of another jury.

Now, we think this case is worth notice, because it is evident that the sufferer suffered simply on account of his being an attorney. The jury considered themselves the avengers of society. Here they had caught one of their enemies making a mistake, and he should pay for it. They knew the history of the trial of the previous

day. They had studied the address of Lord CAMPBELL, and learned that in the opinion of that eminent judge Mr. CHAPMAN had received a salutary lesson. If they got hold of an attorney who wanted salutary lessons, they were not going to lay the rod lightly on his back. We may guess how they enjoyed the office. Lord CAMPBELL, in his life of Lord KENYON, recently published, complains that Lord KENYON never combated the prejudices of juries, and especially encouraged rather than checked "that ignorant dislike of attorneys which so often works to the perversion of justice." What else but this dislike could have been at work when a jury estimated at £644 a probability which would have been handsomely measured by a £10 note? These verdicts, with a moral to them, intended to show the noble and patriotic feelings of the twelve high-minded men in the box, are a serious drawback to the many advantages of trial by jury. Vindictive verdicts hurt more than the individual against whom they are directed. They confuse the popular sense of justice, and undermine the general respect for law and legal institutions. Here the jury probably thought they were doing a very fine thing in making an attorney smart. In reality they have only gratified a foolish and vulgar prejudice, and men can never gratify their prejudices without doing harm both to themselves and others.

PROSECUTION OF THE BRITISH BANK DIRECTORS.

The judges of England—whether of the superior or inferior courts—are absolutely free from suspicion of any species of corruption. Their public life is a daily fulfilment of the promise *nulli vendemus, nulli negabimus aut differemus, rectum vel justitiam.* Still there are those who, loyally attached to justice, are yet not indisposed to flirt with popularity. Every frequenter of Westminster Hall knows at least one of the bench who is never so happy as when he can engraft some bit of clap trap on a judgment in which Solomon himself would have "concurred"; and who often contrives to indorse with his judicial approval the popular sentiment of the day. To this class, however, Mr. Commissioner HOLROYD does not belong. He has no particular ambition to win applause, and is not very likely to be influenced by the current of other men's opinions, or to be swayed by the wishes of the many. Hence, we especially rejoice in the indignant tone of his judgment in the case of the Royal British Bank, of which we gave some account in our last impression; and hence, also, his opinion that the directors were not merely criminals *in foro conscientiæ*, but were liable to prosecution, derives additional weight. The opinion of the Commissioner, it appears, has been adopted by the law officers of the Crown. Sir RICHARD BETHELL has announced his determination to try, without a moment's delay, whether the law, as it now stands, is not strong enough to meet the case; and if, as we heartily hope, the experiment should prove successful, the *Nemesis* of triumphant fraud will have been to a considerable extent satisfied.

That Mr. HOLROYD has come to a right conclusion with regard to the liability of the directors to criminal proceedings, few, we think, will deny. It certainly struck us with surprise that he made no allusion, in his judgment, to the 30th section of the 7 & 8 Vict. c. 111, by which it is made a misdemeanor under that Act, punishable with imprisonment with or without hard labour, for the space of three years, for any member of a company adjudged bankrupt to have made, or be privy to the making of, (in contemplation of the bankruptcy), any false or fraudulent entry in any document with intent to defraud the creditors or defeat the object of the bankruptcy law; but as he has not done so, we can only conclude, that, in the present case, his opinion is, that the *common law* offence of which we are about to speak is that which has been committed. Now, with regard to this offence, the very kernel of the matter is contained in that proposition which is to be found in *The King* v. *Holland*, in the fifth volume of the "Term Reports," viz. that where a public duty is thrown on a body, consisting of several persons, each is individually liable for a breach of that duty; as well for acts of commission as of omission—that is, each individual of the body who does not do what in him lies to discharge his public duty, contracts, by his negligence, individual guilt. Hence, all that is requisite to fix with such guilt, and consequently with criminal responsibility, the governing body of the British Bank, is to establish, in the first place, that a public duty was thrown on them collectively by law; and, then, that in relation to that duty there was conduct amounting to misfeasance or nonfeasance. It is not the *incorporated* but the *associated* character of the parties to be prosecuted, which is important. And it happily appears to be law, that where concurrence in nonfeasance or participation in misfeasance can be traced home to any individual of a body on which public duties are thrown, such individual may be punished, as a misdemeanant, for such his own default. And if the body of which he is a member should happen to be a corporation, an indictment may be charged against him individually, instead of against the corporation. Such is the obvious conclusion to be drawn from the case in the "Term Reports," and such is the law laid down by Mr. GRANT in his valuable treatise on the law of corporations. The whole question, then, resolves itself into this: Can it be said that any public duty attached to the British Bank, and have acts of nonfeasance or misfeasance, with regard to that duty, been brought home to any of its directors or managing officers?

So far as regards the first of these questions, we own we think the reasons given by Mr. HOLROYD unanswerable. The bank was a company established by charter or letters patent from the crown, for the purpose of carrying on the business of banking—a business governed by the *lex mercatoria* adopted into our common law—and in the right conduct of which business, when carried on by a company with transferable shares freely negotiable in the market, the public is clearly interested. For it is a matter of universal concern that such a business as this should be properly managed, in as much as any person may buy shares therein, and general ruin and misery may be occasioned by any malversation on the part of its managers. Such, or to a like effect, was the line of argument adopted by the Commissioner, and we feel sure that it must commend itself to every unprejudiced person. The other ingredient required to the criminality of the directors individually—viz. that acts of nonfeasance or misfeasance (of which they were cognisant or participators) were committed in regard to this public duty, is a matter not of law but of fact, and can scarcely be dealt with by us in these columns. It is not our function to judge any one, and we would not willingly lend any additional weight to the objection which has been suggested against instituting a Government prosecution, namely, that the case of the directors had been already prejudged by the press, and that, in consequence, it might be feared that they would not have a fair trial. That such a fear, if genuine, is most groundless, we must, however, assert our belief; and, indeed, the late trial of the BACONS is, of itself, amply sufficient to vindicate the criminal tribunals of the country from such an imputation. In these days of journalism it is a sheer impossibility (we doubt whether it would be advisable) to suppress all observations on a case interesting to the public before its final decision; but it should be some consolation to those charged with crime to reflect that when the day of trial actually arrives, it is far more probable that the guilty may escape, owing to the prudery of our existing law of evidence, than that the innocent will suffer from any out-of-doors' rumours.

Legal News.

The session promises a fair crop of useful measures. If the Government could contrive to pass good bills on the subjects it has already taken up, we should for our own part be very well content. The Attorney-General has stated the leading features of his bills for making fraudulent breaches of trust criminal, and for the winding-up of joint-stock banks, and both bills were read a first time last night. The former subject is one of extreme difficulty, and the bill when printed will demand the most careful consideration of every lawyer, and we hope that it will be thoroughly discussed in our columns. The Joint Stock Banks Bill will provide the necessary legal sanction to the compromise in the case of the Royal British Bank. Mr. Malins reminds the House that a bill substantially the same as that of the Attorney-General came down from the Lords last year, and was defeated in the Commons through the opposition of Irish members. If this bill had passed, says Mr. Malins, all the miserable litigation in the case of the Royal British Bank would have been obviated.

The present state of business in the offices of the Court of Chancery, demands the most serious attention of the authorities as well as of every practitioner in that court. Causes are now heard and disposed of by the judges with a celerity that leaves nothing to be desired, but the expedition thus attained in court is to a great extent nullified by delays in the various offices. It is most unfortunate that the hopeful reforms introduced a few years back should be thus impeded in their working, and that any pretence should be afforded for the outcry lately raised against the Court of Chancery in connection with the Testamentary Jurisdiction Bill. We have received a letter upon this subject from a firm of extensive practice, and we think that the following extract from it deserves consideration:—

"In the Accountant-General's office the delay is very great, and much greater than ought to exist. You have to wait several days for checks or powers of attorney when one ought to be abundant.

"We are sorry to say that there is as great delay at the Taxing Offices. At present, appointments to tax can only be obtained for the middle of June.

"Lastly, the Chief Clerks are full for a fortnight or three weeks after the opening of the offices. Every solicitor knows how this new system works, and no one can doubt but that these gentlemen are over-worked; the staff is too small; there wants an additional Chief Clerk if it is intended that this part of the business should give satisfaction.

"We are now fast approaching the long vacation, and unless something be done we expect complaints will arise from all quarters."

As regards the Accountant-General's office there may be room for difference of opinion as to the utility of various regulations; but so long as the rules exist, it is no just ground of complaint against the clerks that they observe those rules, nor ought the delay which such rules occasion to be referred to as proof that the department is over-worked. It may nevertheless be quite true that the system of the office might be greatly simplified, and also that, if it is to remain unchanged, more clerks are necessary to work it. We apprehend, however, that upon the justice of the two other complaints brought forward in the above extract, the entire profession is of one mind. Some, indeed, may think that more judges are wanted, some that the judges are enough and that they should have more clerks, others that the staff both of judges and of clerks should be increased. It would certainly appear that the present condition of the Judges' Chambers is not what was contemplated by the originators of the plan for abolishing the Masters' offices. It was an essential feature in that scheme that the judge should be in chambers accessible on appeal from his clerk immediately, and without any cumbrous and costly forms. Now it is obvious, that, however willing the judges may be to carry out this principle, they cannot do so if obliged to sit every day in court. They make decrees at a rate of speed of which no one can complain, but the working out of those decrees, so far as depends upon the judge, must be provided for in the afternoon when the court has risen and it might be supposed that the day's work was done. If the judge is expected to take an active part in chamber business, it is clear that he must dedicate more of his time to it. But if it be thought that all or nearly all matters worthy of the attention of the judge may best be discussed in court, the necessity for appointing another chief clerk to each of the existing judges becomes altogether undeniable. Whether by judges or by clerks, the business ought to be so done that complaints such as we have now published should not be heard. The delay thus arising is naturally ascribed by the public to faults in the procedure of the court, whereas it really proceeds from a mistaken and most pernicious economy, which denies to the offices a staff adequate to the work they have to do. This is not the first and is not likely to be the last complaint, and we much fear, that, as the pressure of business increases from week to week, the obstructions in the Judges' Chambers will become greater, and the public will grow confirmed in the belief that procrastination is ineradicable from the Court of Chancery. There seems to be no doubt that the Taxing Masters have more work to do than they can accomplish without great delay, and if this be so—and the fact is not difficult to ascertain—by all means appoint more Masters. The Minister or Department of Justice, when we have one, may be expected to look into all these matters; but in the meantime it is the duty as well as the interest of the solicitors to trace to their true origin delays which, in the absence of explanation, are pretty certain to be ascribed to them.

IN THE QUEEN'S BENCH.

Chapman v. *Van Toll*; *Van Toll* v. *Chapman*.

On motion of Sir F. *Thesiger*, rule nisi granted for new trial in each action, on the grounds of *mis-direction* and *verdict against evidence* in *both*, and on the ground of *excessive damages* in *Van Toll* v. *Chapman*.

Argument of Sir F. *Thesiger* was that gross negligence not shown, and gross negligence necessary. He contended that the case of *Van Toll* v. *Roberts* was not one within the 3rd section of the Common Law Procedure Act, 1854, so as that the attorney was guilty of negligence in not having gone before a judge to get the matter referred. This was not a matter "which could not conveniently be tried in the ordinary way," to bring it within the section. There must be difficult and complicated matters of account to bring the case within it. There was, therefore, no gross negligence.

Purvis v. *Landill* (12 Cl. & Fin. 21), was referred to, and the words of Lord *Campbell* were that "gross ignorance or negligence was necessary."

MANCHESTER LAW ASSOCIATION.

The following memorial, numerously signed by solicitors practising in Manchester, has been presented to the Lord Chancellor, and to the Attorney and Solicitor-General, with the sanction of the Association:—

"That inasmuch as, by the law of this country, judgments and Crown debts, when duly registered, become a binding lien upon all the lands of the debtor, it is necessary upon every sale or mortgage to search the register to be satisfied that there is no judgment or Crown debt registered against the vendor or mortgagor.

"That similar searches must be made to ascertain that he has not incumbered the land with annuities, and that he is not an uncertificated bankrupt or an insolvent, and that the property is not affected by any *lis pendens*.

"That, Crown debts not requiring re-registration, the search for them must be continued back for an indefinite period; and that prior to 1839 the difficulty and expense of the search increase, as the registers are kept partly at the Queen's Remembrancer's Office, and partly at Carlton Ryde.

"That, if the land is situate in the county palatine of Lan-

caster, in addition to the searches already mentioned, the register at Preston must be searched.

"That it is not sufficient to search against the immediate vendor or mortgagor, but the search must be extended to all persons who have had any interest in the land for some time back.

"That the expense of these numerous searches forms a serious item in conveyancing costs, and with the delay they occasion tends to impede the free transfer of land, and in the case of small properties especially the expense is felt to be an intolerable hardship.

"That, in order to avoid this expense, purchasers very frequently prefer the risk of not searching at all.

"That from practical experience your memorialists feel justified in asserting that the incumbrances found upon search are not one per cent. upon the number of searches made, and they therefore submit that a comparison of the hardship inflicted upon a large portion of the population, with the casual benefit derived by a very small minority, points to the expediency of entirely liberating land from the liens adverted to.

"That the maxim '*vigilantibus non dormientibus jura subveniunt*' may fairly be applied to judgment creditors; and that they have no equitable claim to be protected at the expense of purchasers and mortgagees.

"Your memorialists think, however, that, as a compensation to the judgment creditor, he should be provided with a more efficient remedy than the writ of *elegit*, under which the creditor's remedy is confined to the rents and profits, and that a debtor's real estate, including equities of redemption (which are exempted from the operation of an *elegit*), should be made saleable after due notice; and they also suggest, that the judgment creditor should have the power of enforcing from the debtor a discovery of what the property of the debtor consists, for which power the Common Law Procedure Act, 1854, sec. 60, affords a precedent. They conceive that a scheme might readily be devised by which these objects might be attained without unduly pressing upon the debtor, and they venture to suggest that the Bankruptcy Courts should be the tribunals to grant the order for sale.

"As respects the claim of the Crown, your memorialists refer with pleasure to the sentiments of the late eminent conveyancer, Mr. Preston, who many years ago maintained, that, 'in a country like Great Britain, it is far better that the King, or now in more accurate language the public, should lose the debts of those who have been trusted, than that the industry of honest and *bonâ fide* purchasers should be sacrificed by the misfortunes or dishonesty of Crown debtors.'

"As regards annuities, your memorialists submit that it should be made imperative on the annuitants, by indorsing a memorandum on the principal title deeds, or by insisting on the deeds being delivered over to a trustee, or by some other similar expedient, to insure that any person dealing with the property should have notice of the incumbrance.

"Your memorialists think the Court would seldom find difficulty in protecting suitors in Chancery against fraudulent sales; and even assuming the possibility of an occasional fraud resulting from the closing of the *lis pendens* register, yet that exceptional cases ought not to stand in opposition to the public interests.

"Your memorialists also submit, that it would be but a fair set off against the privileges which creditors enjoy as against the public under the 'reputed ownership' provisions of the bankrupt and insolvent laws, if sales by bankrupts or insolvents, who are permitted by their creditors to appear to the world as owners of property, were declared valid as against the creditors.

"Your memorialists have observed with satisfaction the enactment contained in sec. 1 of the Mercantile Law Amendment Act, 1856, as indicating a disposition in the Legislature to afford protection to *bonâ fide* purchasers.

"Your memorialists, therefore, pray that your Lordship will be pleased, in conjunction with the law officers of the crown, to bring the subject of this memorial under the consideration of the Government, with a view to the entire abolition of the various latent liens upon land to which your memorialists have referred."

SAFE CUSTODY OF ORIGINAL WILLS.

The following letter has been addressed to the Editor of the *Times*:—"Among the evils of the testamentary jurisdiction hitherto exercised by the Ecclesiastical and Manorial Courts have been the multiplicity of registries where original wills are deposited, and the occasional insecurity of their custody. It was to be hoped that the Lord Chancellor's bill would have furnished a remedy for both these evils, and that it would have provided that all original wills should be transmitted to the General Registry, whereby security of deposit would have been combined with convenience of reference. It is proposed, however, that copies only of the wills, of which probate is to be granted by the District Registrars should be transmitted to London, while the originals are to remain in the custody of the District Registrars. This arrangement seems to be highly objectionable in principle, and in practice it will be fraught with the greatest danger, as there is no provision whatever in the Bill for the construction of district registries. The Bill speaks, indeed, of "the Public Registry of the District," but its framers have entirely overlooked all provision for a building which shall answer such a description. If, however, there are to be thirty-seven District Registrars, to whom a very large proportion of original wills will be confided, the public interest demands that as many district registries should be constructed, dry, fireproof, and readily accessible. A back room in the District Registrar's office, liable to fire, and exposed to spoliation, would prove but a sorry substitute for the existing diocesan registries which the cathedrals supply, and which although sometimes damp, are always secure from robbery and fire. The construction of thirty-seven district registries will, it must be admitted, entail a heavy charge upon the State, but the alternative would be monstrous, unless, indeed, the principle which is applied in the 84th clause to all past wills should be extended to all future wills. There seems to be no good reason why all original wills should not be transmitted to the General Registry, while the copies should be retained in the office of the District Registrar. There would also result from this arrangement an incidental advantage, that every original will would pass under the eye of the principal Registrars in London."

SUMMARY DILIGENCE ON BILLS QF EXCHANGE.

(*From the Mercantile Test.*)

We have now to invite the attention of our mercantile readers, on both sides of the Tweed, to a subject in which their pecuniary interests are deeply concerned. They will remember that, in the session of Parliament before last, Lord Brougham introduced a Bill into the House of Lords, by which it was proposed to adopt, in the law of England, the Scottish system of summary diligence for recovery on bills of exchange. By that system, as our mercantile readers well know, an action at law is entirely excluded. The law of Scotland, following the Roman law, and the law of all European nations—England alone excepted—holds that, when a man signs a bill of exchange, he acknowledges the debt, and gives a warrant of attorney to sign judgment in case the bill is not paid when it falls due. The Scottish system likewise provides, with due regard to the interests of the debtor, for staying proceedings, wherever he has an honest objection to the payment of the bill.

The Bill so introduced by his Lordship, proposed to give jurisdiction in summary diligence not only to the superior courts of common law in England, but to the county courts concurrently with the superior courts. This plan, which had been tested, not only by the experience of a century and a half in Scotland, but in the experience of many continental nations for even a longer period, was well received by both Houses of Parliament. But for a weighty reason fully disclosed in the parliamentary return now before us, professional jealousy was aroused; and by way of opposition or amendment, a Bill was introduced into the House of Commons by Mr. Henry Singer Keating, a member of the bar, adopting in part the principle of Lord Brougham's Bill, but making it still imperative to issue a writ of summons in every case for payment of a bill of exchange.

Lord Brougham's Bill, which passed the House of Lords three times with the unanimous approbation of all the law lords, was taken charge of in the House of Commons by Mr. Atherton, the eminent Queen's counsel. Mr. Atherton supported the Bill with great ability and energy at every stage of its progress; but professional interests prevailed against it, and Mr. Keating's Bill was preferred, and passed into law.

Mr. Keating's Act has been in operation for one year; and we have now to draw the attention of our readers to a Parliamentary return, just printed, which shows the manner in which the Act works for the profession of the law on the one hand, and for the merchants of England on the other.

By this return it appears that the number of writs issued in the English courts under Mr. Keating's Act, during the year 1856, was 23,166, and that the number of orders for leave to appear and defend was 852.

The average cost of each of those writs of summons is 2*l.* 15*s.*,

and the subsequent expense of obtaining judgment where the defendant does not appear, is £1, making together 3*l.* 15*s.* The sum total thus paid by the mercantile community to their English attorneys last year, for obtaining those 23,166 judgments on bills of exchange, was £86,776. Whereas in Scotland, the average expense of obtaining a judgment on a bill of exchange, instead of 3*l.* 15*s.*, is only 17*s.* 8*d.* We give the items of the cost:—

Notary's Charges for Protest and Stamp	£0	5	0
Paid recording Protest	0	6	0
Solicitor's Fee obtaining Judgment	0	6	8
	£0	17	8

And the cost of obtaining 23,166 judgments on bills of exchange in Scotland, instead of £86,776, as it is under Mr. Keating's Act, is only £22,972.

The mercantile community have thus been compelled to pay to their attorneys in England during the year 1856, £63,804 more than they pay for the same thing to their solicitors in Scotland.

If the House of Commons had passed Lord Brougham's Bill, which adopted the Scottish system in its purity, instead of Mr. Keating's, the merchants of England would have been saved that large sum of money last year, and in every year in all time coming, until Mr. Keating's Act shall be repealed. The merchants of the United Kingdom, at their great conference held in London last January, feeling the expensive character of Mr. Keating's Act, passed a unanimous resolution, not only in favour of adopting the entire Scottish system of summary diligence on bills of exchange, but in favour of applying it to money bonds, and to all other pecuniary obligations.

Lord Brougham's Bill amply provides for all the defects in Mr. Keating's Act. It has had the benefit of careful revision by Mr. Atherton and Sir Erskine Perry, and of re-revision by his Lordship himself. It may, therefore, be regarded as perfect a measure as legislative talent and experience can make it; and the time seems now to have arrived for considering whether the new Parliament should not be asked to adopt his Lordship's bill as an amendment on Mr. Keating's Act.

FROM THE NEW YORK CORRESPONDENT OF THE "TIMES."

The Cunningham trial has commenced. The public interest felt in the investigation is heightened by the simultaneous appearance of another crime in the rural districts, shrouded in equal mystery. Like all the great tragedies of life, from the first fall to Mrs. Manning and Mrs Cunningham, love was at the bottom of this. A labourer in the town of Newburg, going out early in the morning to finish sowing a field remote from any house, discovered in one of the furrows the nearly naked body of a handsome woman, the skull fractured, blood exuding from the nostrils, ears, and mouth, and the throat showing marks of strangulation. The few under-clothes that were on were arranged in an unskilful and unwomanly manner, showing that some masculine hand had probably tied them on after death, for the purpose of misleading and baffling inquiry. A cameo brooch found near the body was the only other clue to the mystery. The body was brought to Newburg, where, soon one, and then another, and another, without concert, recognised it as the body of a Miss Bloom. Inquiry was made, and it was found that Miss Bloom had disappeared since the preceding Tuesday, when she left (at 9 o'clock at night) in company with one Jenkins. Jenkins (a married man) confessed that he had driven her, at her own request, five or six miles in the country, about midnight had put her down within 200 feet of the house to which she was going, and returned instantly to Newburg. Miss Bloom's sister was sent for, and at once recognised the body. The features were much discoloured, but a marked scar over the left eyebroy, a sore upon the elbow, a mole above the right knee, and a very unusual formation of the little toe of the right foot were proofs of identity stronger even than the resemblance between the living and the dead face. The under-clothes and the cameo she had uever seen before. A surgical examination supplied a motive why a married man should wish to commit such a deed. Jenkins was arrested, and the deceased Miss Bloom was buried at the public expense in the midst of the assembled village. Scarcely, however, had the funeral train left the church when the supposed deceased reappeared, to divide with the actual victim the wonder of the crowd. The extraordinary piece of circumstantial testimony was overthrown, and the accused Jenkins was set free. I doubt whether the annals of criminal jurisprudence afford a more remarkable instance of the uncertainty of circumstantial evidence.

DEATH OF MR. JAMES FRESHFIELD.—By the decease of this able and indefatigable lawyer, at the age of fifty-six years, the profession has lost one of its most distinguished members, and a career of great and well-deserved success has prematurely closed. It is known to all our readers that the late Mr. James Freshfield was a man of remarkable abilities, of unwearied industry, and intense devotion to business; and that he had enjoyed throughout his life the best opportunities of displaying the great capacity he possessed. We believe that in the City the professional reputation of the deceased was almost unrivalled. He had a mind of rare judicial power, and upon all questions of mercantile law there was no sounder authority than Mr. Freshfield. But it was as the confidential adviser of the Bank of England that this eminent lawyer was best known both by the profession and by the commercial world. He was appointed solicitor to the Bank jointly with his father in the year 1830, and ten years afterwards, on the retirement of the elder Mr. Freshfield, the appointment was renewed to the deceased jointly with his brother Mr. Charles Freshfield. It will be readily understood by every one who is moderately acquainted with the history of the Bank of England during the twenty-seven years that the deceased had acted as its solicitor, how heavy was his responsibility, how urgent the need of prompt and sagacious judgment, and how grave the consequences of miscarriage. To advise the Bank upon all questions that needed the opinion of a lawyer during the commercial vicissitudes of so long a period was the work of no ordinary intellect. There can be little doubt that Mr. Freshfield sacrificed health and life by excessive devotion to the profession in which he had made himself so eminent. If a life of such unintermitted toil be necessary to attain to the place he occupied, we cannot, looking to the untimely close of his career, insist strongly that he should be an example to younger men; but, undoubtedly, the foundation of his success was laid in an assiduous study of his profession, which the legal aspirant would do well to imitate. One proof of his familiarity with legal questions may be found in our own journal of the 14th March, where we published his very valuable letters to Baron Rothschild on the proposed alteration in the law as to sales and pledges. Little did we then anticipate that a life so useful, energetic, and honourable would terminate so soon; and we are sure our readers will share our deep regret at the untimely close of a career so honourable.

THE NEW COURT AT THE GUILDHALL.—Two days' experience of this court has not removed, but strengthened, the objection we took the liberty of raising to its construction. There is but one door into it, and the seats for the bar are placed at the extreme further corner. The jurymen, witnesses, and spectators, and especially the latter, congregate round this door and will not disperse themselves over the seats provided for their accommodation. The result is, that it is difficult to communicate with any one out of court, and most troublesome for the bar, who are constantly going in and out, to force their way through the dense mass of humanity. Surely a second door might be broken into the court in the wall near the seats occupied by the bar. This would obviate the inconvenience above pointed out, and, moreover, would open a direct communication with the other Court of Exchequer. As it is apparent that the Lord Chief Baron intends to remove the seat of government to this building, it will always be in use; and on that score alone it is highly desirable that it should be rendered as perfect as circumstances will admit of. One more word, and we lay aside criticism. The whole roof is one huge skylight, and, though the glass is thick, and darkened somewhat, the rays of the sun still pour down both light and heat on the devoted barristers in most inconvenient excess. It would be desirable to erect some screen on the roof which might counteract this annoyance, which was alluded to yesterday by one of the learned counsel when addressing the jury. Subject to these remarks, we again tender the thanks of the public to the corporation for their recent improvements in and about the city courts, which reflect great credit upon their architect, Mr. Bunning.—*Times.*

IN RE J. NORTON, BANKRUPT.—Mr. Commissioner *Evans* said that the accounts were unvouched to a large amount. The question seriously arose what was to be done in such cases? The other day he refused to pass a bankrupt on similar accounts. On an appeal, however, to the Lords Justices, they in half an hour made themselves acquainted with the accounts, and passed the bankrupt's examination. In this case he was not satisfied, neither were the assignees, who, being conversant with the minutiæ of the bankrupt's business, possessed peculiar means of judging of the accuracy of his accounts. It

was said that better accounts could not be furnished. That might be so, but blank sheets of paper might as well be placed before him as those now furnished. The assignees objecting, he should adjourn the bankrupt's examination *sine die*. In the event of the Superior Court passing the bankrupt upon such accounts he hoped it would say why, because in such a case he did not see the use of people coming here to object to accounts.

IN RE A. B. CAISTOR, BANKRUPT.—The bankrupt's father-in-law made a long statement. The bankrupt had married his daughter with every prospect of happiness. Some time after the marriage he ascertained, to his great surprise, that the bankrupt was leading a most dissipated life, spending his evenings with the lowest characters in the lowest taverns. He then ascertained from his daughter that this had been his course for about four years. The bankrupt's failure had, he contended, been occasioned by dissipation and idleness. The bankrupt, in reply, alleged, as the chief cause of any misconduct of which he had been guilty, that his father-in-law laboured under a mistake that he had conferred upon him an honour in accepting him as his son-in-law, and his wife had driven him to seek comforts and society abroad by prohibiting him from smoking his pipe at home. Whenever he thus infringed she threw open every window in the house. His wife had made his house a home more for her father than for himself, they (his father-in-law and his wife) being frequently occupied in private conversation and discussion. The *Commissioner* said it would have been better if these family quarrels had not been brought before the court. He could regard only the bankrupt's conduct as a trader, as exhibited by his books and such other evidence as had been laid before him.

DRAFTSMEN OF PARLIAMENTARY BILLS.—The sum total paid by the several public departments during the year 1856, for drafting or settling the drafts of Parliamentary Bills was 6,384*l.* 7*s.* 2*d.*, which was thus allotted:—2,682*l.* 10*s.* for the Home Department; 54*l.* 12*s.* War Department; 372*l.* 4*s.* 6*d.* Admiralty; 91*l.* 13*s.* 4*d.* Board of Trade; 550*l.* Board of Health; 21*l.* 18*s.* Woods, Forests, and Land Revenues; 5*l.* 15*s.* Office of Public Works and Buildings; 425*l.* 11*s.* 4*d.* Crown Agent in Scotland; 1,600*l.* 15*s.* Statute Law Commission; 29*l.* 8*s.* Post-office; 500*l.* Chief Secretary's Office, Ireland.

ELECTION PETITIONS.—The usual recognizances have been entered into to prosecute petitions against the returns for the undermentioned places:—Mayo, Cambridge, Athlone, Huntingdon (county), Rochdale, Sligo (borough), Pontefract, Wareham, Marlborough, Great Yarmouth, Maidstone, Sunderland, Maldon, Oxford, Tewkesbury, Lanark (county), Totness, Bury, Dublin (city), Lisburn, Bury St. Edmund's, Berwick-upon-Tweed, Newport, Leitrim, Beverley, Taunton, Finsbury, Lambeth, Bodmin, Dover, Weymouth, Galway, Bath, Cashel, Newcastle-under-Lyne, Shrewsbury, Galway (town), Glocester (city), Chatham, Norwich, Cashel, Lymington, Ipswich, South Division of Northamptonshire, Staffordshire, Portsmouth, Lyme Regis, Queen's County, Drogheda, Herefordshire, Sandwich, Bridport, Portsmouth, Huntingdon, Clare (county), Sligo (county), New Windsor, East Sussex.

Recent Decisions in Chancery.

STATUTE OF LIMITATIONS (3 & 4 WILL. 4, c. 27)—ACKNOWLEDGMENT BY CO-OBLIGOR OF BOND.

In re Seager's Estate—Seager v. *Aston*, 5 W. R. 548.

In *Roddam* v. *Morley* (*ante*, p. 438) we had occasion to offer some remarks upon a question nearly akin to that which was the main subject of contention in the present case. *In re Seager's Estate*, the facts were shortly these:—William Seager, being entitled to a legacy charged on land, and payable on the decease of a tenant for life, in 1824 assigned it to secure a debt; and for the same debt he gave a bond of even date, in which he himself was bound as principal, and Sarah Seager as surety. No payment or acknowledgment in respect of the debt had been made since 1828 by the principal, or any one claiming under him; but, in 1846, the surety made a payment on account of the interest due. One question was, whether such payment kept the debt alive as against the principal debtor. The tenant for life, upon whose death the legacy became actually payable, died in 1851. *Stuart*, V. C., considered that the effect of the 40th section of the 3 & 4 Will. 4, c. 27, was to bar the assignee by way of mortgage of the legacy, if he did not sue within twenty years after the death of the tenant for life. The contention of the principal debtor was, that the twenty years began to run from the date of the assignment. His Honour was of opinion that the rights of the mortgagee were unaffected either by the operation of the statute of limitation, or by the 14th section of the 19 & 20 Vict. c. 97, which enacts that part payment by one co-contractor or co-debtor is not to prevent the bar of the statute in favour of another co-contractor or co-debtor. He was further of opinion that the last-mentioned enactment did not apply to the case of an assignee by way of mortgage.

PRACTICE—ORDER IN CHAMBERS—PAYMENT OUT OF COURT—INJUNCTION—PENDENCY OF APPEAL.

Joad v. *Ripley*, 5 W. R. 551; *Lister* v. *Leather*, Id. 550.

In *Joad* v. *Ripley*, *Stuart*, V. C., refused to allow an application at chambers for payment out of court of a sum of interest exceeding £300. The proper construction of the recent order relating to the practice is, that, wherever the amount asked to be paid out exceeds £300, whether it consists of principal or interest, the application must be by petition in court.

Lister v. *Leather* was a motion for an injunction, which was made pending an application to the Queen's Bench for leave to appeal to the Exchequer Chamber from a judgment of the Queen's Bench discharging a rule nisi for a new trial, the plaintiff at law and in equity having obtained a verdict in the trial directed by the Court of Chancery. It was urged by the defendant, on the motion for an injunction, that a court of equity would not grant an injunction while an action in relation to the same subject-matter was still pending at law. *Wood*, V. C., however, granted the relief prayed, observing, that, "upon motions for an injunction, if there was any dispute as to infringement, the Court never interfered; but where there had been long and uninterrupted enjoyment (as there had been in this case), it would be considered such *primâ facie* evidence of title as to justify the Court in protecting the patent right by an injunction until its validity had been established by an action at law." The appeal, moreover, under the provisions of the Common Law Procedure Act, could not be allowed on matters of evidence, but only on questions of law; as to which, in the present case, all the judges of the Court of Queen's Bench were unanimously in the plaintiff's favour. *Lister* v. *Leather* shows, therefore, that courts of equity do not feel bound to await the result of whatever proceedings at law may be instituted to contest patent rights, of the validity of which a court of equity has the means of satisfying itself. At the same time, the general rule stands good—viz. that, where there is a denial of infringement by the defendant in equity, the Court will not grant an injunction until the plaintiff has shown a title at law.

MORTGAGEE—EJECTMENT—STATUTES OF FORCIBLE ENTRY—COSTS.

Owen v. *Crouch*, 5 W. R. 545.

This was a case of some practical interest as to the rights of mortgagees. The question raised was, whether, under the circumstances, the mortgagee was entitled to add the costs of an action of ejectment to his security. The mortgagor who had been in possession died, and for some time the property which consisted of two houses was left untenanted and in a dilapidated state. A stranger who occupied adjoining premises seized the opportunity to effect an entrance into the deserted tenement, which he then let to lodgers of his own. In this state of things the mortgagee applied to a magistrate, and with the assistance of the police was restored to the possession, but shortly afterwards was ousted by a violent entry on the part of the former intruder, who set up a pretence of title under an alleged contract with the mortgagor. Under these circumstances the mortgagee commenced an action of ejectment, in which he recovered judgment and obtained possession; and the question which was now raised was, whether these costs were properly chargeable as mortgagee's costs, or whether the action ought to be regarded as an unnecessary proceeding, entailing improper expenses, which ought to be disallowed. The argument for the representative of the mortgagor was, that the possession ought to have been recovered by proceedings under the statutes of forcible entry, which boast the respectable antiquity of the 15th year of Richard II., and the 8th of Henry VI. The summary remedy provided by these enactments was, however, rather complicated; and the Court held, that, notwithstanding the privilege of calling out the *posse comitatûs* to reinstate him in possession, the mortgagee was not bound to take that course, and that, as between him and his mortgagor, he was justified in adopting the more expensive proceeding by ejectment, and was entitled to add the costs to his security. On another point the

judgment was against the mortgagee, who claimed also to be allowed the costs of defending an action of trespass brought against him by the intruder whom he had disturbed. These costs were held not to be so connected with the mortgage as to form part of the ordinary mortgagee's costs, the Vice-Chancellor observing, that it was an action brought by a violent neighbour with no more reason than if it had been against an entire stranger. Such costs could not be regarded as having been incurred in a just protection of the property, and were accordingly disallowed to the mortgagee.

Cases at Common Law specially Interesting to Attorneys.

UNDUE INFLUENCE AT PARLIAMENTARY ELECTIONS, OFFENCE OF—PROSECUTION UNDER CORRUPT PRACTICES PREVENTION ACT, 1854.

Regina v. *Barnwell*, 5 W. R., Q. B., 557.

This case arose (and it is the first which has arisen) upon that provision of the Corrupt Practices Prevention Act, 1854 (17 & 18 Vict. c. 102, s. 5), which—after enacting that the offence of "undue influence" at an election of a member of Parliament, shall be committed by any person, who, either directly or indirectly, by himself or by any other person in his behalf, shall make, or threaten to make, use of any force, violence, or restraint, or inflict, or threaten the infliction, by himself or others, of any injury, damage, harm, or loss, or in any other manner practise intimidation on or against any one, in order to induce or compel such person to vote or refrain from voting, or on account of such person having voted or refrained from voting at any such election—proceeds to make it a misdemeanor to be guilty of using undue influence, and also makes the offending party liable to a penal action. In the present instance, a rule nisi had been obtained on the part of one T., calling on the defendant to show cause why a criminal information should not be filed against him, for having been guilty of the offence above defined at the late election for the borough of Denbigh.

It appeared by the affidavits on which the rule nisi had been granted, that the complainant, a baker at Denbigh, had been in the habit of supplying bread both to the defendant and also to two charities, over which the churchwardens for the time being had a control; and that the defendant, in order to induce T. to vote for one of the candidates, and to abstain from voting for the other, had threatened, in the event of his refusal, to withdraw his private custom, and, if he should be elected churchwarden for the next year, to take away also the privilege of supplying the said charities with bread. The affidavits on the other side, without denying specifically every allegation, yet substantially denied the charges, and retorted the charge of intimidation upon the other party; and on showing cause, it was contended on behalf of the defendant that every man has a right to give his custom to whom he pleases, and, therefore, a threat to take it away could not be an exercise of undue influence; and that, at all events, the case was left doubtful on the affidavits, and, therefore, the party aggrieved must be left to his remedy by indictment, or to an action for the penalty. It was upon this latter ground that the Court ultimately discharged the rule (without costs); and, in doing so, they intimated that the conduct charged, if substantiated, was sufficient to constitute the statutable offence; and that it would have been much to be desired that the affidavits filed by the defendant had more distinctly and categorically denied the charges.

ARTICLED CLERK—SERVICE ALLOWED TO DATE FROM EXECUTION OF ARTICLES, AND NOT INROLMENT.

Ex parte Williams, 5 W. R., B. C., 559.

It will be remembered that this gentleman applied for an order on the Master to inrol his articles, though unstamped, and that this was refused.* In consequence of a delay of the Court in delivering its decision, he was prevented from affixing the stamp on paying the penalty, under 19 & 20 Vict. c. 81, and then causing the articles to be inrolled within the six months from the date of the articles allowed by 7 & 8 Vict, c. 86, s. 1; and hence, the consequence followed that the service counted only from the inrolment, and not from the execution of the articles, unless the Court should order otherwise. But *Coleridge*, J., under the circumstances, and as the delay arose from the act of the Court, directed the Master to allow the service to date from the execution of the articles.

* *Vide sup.*, No. 11, p. 271.

FORM OF ORDER OF REFERENCE AT NISI PRIUS—POWER OF ARBITRATOR TO ADMINISTER AN OATH—AMENDING PARTICULARS OF DEMAND AFTER COMPULSORY REFERENCE.

Simmonds v. *Moss*, 5 W. R., B. C., 559; *Gibbs* v. *Knight*, Id., Exch., 562.

The first of the above cases shows the importance of attending carefully to the *form* of an order of reference at *Nisi Prius*, and of seeing that it contains an express power to the arbitrator to administer an oath. On the trial of the above action, it was referred to one of the jurymen to certify to the judge the amount of the balance due to the plaintiff, and the order contained no such clause, for which reason the reference had been proceeded with, without swearing any of the witnesses; and on this ground it was now sought to set the certificate aside; but the Court said that the arbitrator in the present case had acted quite rightly, for he had no power to swear the witnesses. The authority of an arbitrator to do so depends altogether on 3 & 4 W. 4, c. 42, s. 41, and the rule or order must contain terms expressly giving him the power. It is apprehended, that, on the other hand, to swear witnesses without authority would be such *mala praxis* on the part of the arbitrator, as to vitiate his award, unless the objection were waived. In the form given in Chitty's "Forms," 1856, p. 869, there is no clause giving this power; but the omission is rectified in the usual printed forms sold to the profession.

Another case, involving the practice on references ordered by the Court, may be here noticed. In *Gibbs* v. *Knight* the cause had been compulsorily referred by a judge's order, as it involved mere matters of account, and, after such order, the plaintiff applied to be allowed to amend his particulars of demand. It was urged, in opposition, that where a cause is referred by consent, the particulars cannot be afterwards ordered by the Court to be amended (*Morgan* v. *Tarte*, 11 Exch. 82); but the Court replied that there was a substantial difference in this respect between compulsory and other references, and they amended the order as desired, without calling on counsel in support of the rule.

PRACTICE—ACTION ON A JUDGMENT—COSTS, HOW APPLIED FOR.

Lomax v. *Berry*, 5 W. R., Exch., 563.

By 43 Geo. 3, c. 46, s. 4, it is enacted, that, in all actions on judgments recovered in England or Ireland, the plaintiff is not entitled to any costs of suit unless the Court in which the action on the judgment is pending, or some judge of the same Court, shall otherwise order. In the above case, an *ex parte* application for costs on behalf of the plaintiff had been made at chambers; and a question being raised, whether the order could be made without a summons, Mr. Baron *Channell* referred the matter to the Court, that the practice might be settled, as it appeared that many of the judges had been in the habit of granting *ex parte* orders. It was now contended, on the one side, that there was no need for a summons, as costs in such actions were usually only given in two cases—viz. 1st, Where it was found necessary to turn the judgment debt into a judgment of a higher amount, in order to be able to have execution against the person of the debtor; and, 2ndly, Where the defendant had pleaded to the action on the judgment *nul tiel record;* and that, in both of these cases, the ground on which costs were given appeared on the record. On the other hand, it was urged that the defendant might be able to show that there was no necessity for bringing the action on the judgment (a proceeding which, when unnecessary, the provision was designed to prevent), and that, therefore, he ought to have an opportunity of doing so; and the practice was laid down, accordingly, both in Chitty's "Archbold," by Prentice, and in Lush's "Practice," by Stephen. The Court held the practice so laid down to be correct; and *Martin*, B., took occasion to observe that the general rule of Easter Term, 1857,* as to indorsement on writs in reference to judgments by default, in actions on contract brought to recover £20 or less, might perhaps be usefully extended to actions on judgments.

It may be observed, in confirmation of the necessity for a summons, before obtaining costs in such actions, that in *Wood* v. *Silleto* (1 Chitt. 473), it was expressly laid down by the Court, that the plaintiff is not to be allowed his costs if he might have issued execution, or realised all he would be entitled to recover in the action, without suing on the judgment; and, accordingly, it has been held, that there must be an affidavit explaining *why* execution was not issued, and this even when the defendant falsely pleaded *nul tiel record* (see *Revell* v. *Wetherell*, 3 C. B. 821). Moreover, *V. Williams*, J., observed, in the case of *Slater* v. *Mackay* (8 C. B. 553), that the Courts,

* *Vide sup.*, No. 17, p. 401.

in dealing with this statutable provision, must be guided by the particular circumstances of each case, and not by any general rules.

BANKRUPTCY—ARRANGEMENT CLAUSES—REFUSAL TO ACCEPT COMPOSITION.

Tindall v. *Hibberd*, 5 W. R., C. P., 566.

Several cases have recently arisen out of the arrangement clauses of the Bankruptcy Consolidation Act, 1849.* The present action was brought by the creditor of a bankrupt, who had duly made an arrangement under the superintendence of the Court, in respect of a cause of action accruing before the bankruptcy, and the defendant pleaded the certificate mentioned in the Act. To this the plaintiff replied that the arrangement entered into was (among other things) that the defendant should pay 5*s.* in the pound, and that the plaintiff had not been so paid. And to this the defendant rejoined, that the 5*s.* in the pound had been *tendered* to the plaintiff and *refused* by him. To this rejoinder a variety of answers (by way of demurrer and surrejoinder) were placed by the plaintiff on the record; but the argument chiefly turned on the question whether it was essential to the validity and effect of the certificate given under the arrangement clauses, that every creditor should accept the composition which had been agreed to by the proper proportion of the creditors according to the Act. And it was held that this was not essential, for that otherwise an obstinate man would have it in his power to defeat the whole arrangement.

SERVICE OF RULE ON ATTORNEY—WHEN INSUFFICIENT.

Edwards v. *The Kilkenny and Great Southern and Western Railway Company*, 1 C. B., N. S., 409.

It was moved in this action to make absolute a rule for execution against a shareholder in the above company. The rule had not been served personally on the shareholder; but, on receiving notice of it, he referred it to his attorney, and the attorney, on receiving the rule, said no cause would be shown. The Court, however, said that service on the attorney would not do, for the statute required the rule to be served upon the party, or at his place of abode; and they, therefore, discharged the rule.

BASTARDY ORDER—SERVICE OF SUMMONS IN FOREIGN COUNTRY.

The Queen v. *Lightfoot*, 6 Ell. & Bl. 822.

This was an application to quash an order of affiliation and maintenance made at petty sessions in Yorkshire. The objection raised was, that the summons on the putative father to attend the magistrates had not been properly served; and it appeared that the defendant, being a British subject resident in Scotland at the time of the application against him, and with no place of abode in England, had been there personally served with the summons in time to have appeared on the day appointed for the hearing. This, however, he did not do either in person or by attorney, and the matter being gone into nevertheless, the order now appealed against was made. The judges of the Queen's Bench differed in opinion as to the sufficiency of the service in Scotland. *Crompton*, *Coleridge*, and *Erle*, JJ., thought it insufficient—the summons and service being in the nature of process, and of no force beyond England and Wales; and Scotland being in effect a foreign country for the purposes of the 7 & 8 Vict. c. 101 (under which the bastardy proceedings were had). On the other hand, Lord *Campbell* was of opinion that the summons having been *personally* served, had been *duly* served; for that otherwise great inconvenience and injustice might arise (particularly in the border counties) by the father residing in the Scotch parish for the purpose of defying the law, and throwing the burthen of maintaining the child on the mother. However, the majority of the judges holding a different opinion, the order was quashed.

RIGHT OF APPEAL UNDER 12 & 13 VICT. C. 92, S. 25.

The Queen v. *The Justices of Warwickshire*, 6 Ell. & Bl. 837.

One W. being convicted before two justices of cruel treatment of an animal, contrary to the provisions of 12 & 13 Vict. c. 92, was adjudged to pay for such offence the sum of 2*s.* 6*d.* as a penalty, and the sum of 2*l.* 7*s.* 6*d.* for costs, the latter sum to be paid to the prosecutor. Against this decision, W. gave notice of appeal, and entered into recognisances with two sureties to prosecute his appeal at the next general quarter sessions; but previously to their coming on, W. gave notice that he had abandoned the appeal, and died. The Court of Quarter Sessions, however, had made an order previously to his death for payment of the costs of the appeal; and the present was an application to the Court of Queen's Bench, on behalf of his bail, to be relieved from these costs. It was held by the Court that W. had no right to appeal, and, therefore, that the Court of Quarter Sessions had no jurisdiction to make any order for the costs thereof. The appeal given under 12 & 13 Vict. c. 92, s. 25, against a decision of magistrates, applies only where the sum adjudged to be paid on conviction exceeds £2, and the sum "adjudged to be paid" refers to the sum in which the party is *convicted*, and does not include the costs. The bail were consequently relieved, as prayed for.

* See No. 12, SOLICITORS' JOURNAL, p. 292.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A meeting of the managing committee was held on the 13th; the secretary reported that a statement of the proceedings of the last meeting and of the annual general meeting had been sent to the *Law Times* and to THE SOLICITOR'S JOURNAL, in accordance with the resolutions passed at the last meeting; that the publisher of the *Law Times* had written to say that the statement, excepting the last paragraph, could appear in the *Law Times* as an advertisement, but not otherwise; that the secretary had replied that he had no instructions to advertise the statement; that the proceedings had been inserted in THE SOLICITOR'S JOURNAL, but not in the *Law Times*.

An article from the *Law Times* of the 2nd May was read, containing a further attack upon the Association, which the editor represented as having been systematically perverted to personal purposes, and adding that he would be content to abide by the verdict of a committee of investigation consisting of members of the Association, two being appointed by himself.

Communications from provincial members to the effect that the article contained statements quite erroneous, and recommending the acceptance of the proposal for the appointment of a committee of investigation, were read.

The draft of a letter from the secretary to the editor of the *Law Times* was read, agreeing to the appointment of the proposed committee, and defining its objects; and the managing committee resolved that the same, when settled by a sub-committee, should be forwarded to the editor of the *Law Times*.

A further communication with the Incorporated Law Society, relating to the new scale of equity costs, was reported, and a reply was read, stating that nothing further had been done beyond the preparation of a case for the opinion of counsel as to the right of solicitors to recover interest in certain cases.

An article on the same subject, by one of the members of the committee, was also read; and the committee resolved that the writer be requested to prepare a communication to the Lord Chancellor on the matter.

The subject of costs on criminal prosecutions was further considered; and several communications—among which were letters from Mr. Mass, of Hull; Mr. Waters, of Winchester; the Hull Law Society; the Yorkshire Law Society; the Plymouth Law Society; the Suffolk Law Society, and the Justices Clerks' Society—were read, and it appeared that so far as the expenses of prosecutors and witnesses before magistrates were concerned, the Home Office had the matter in hand. With reference, however, to obtaining a fair and proper scale of costs in prosecutions, the committee resolved that it would be expedient to communicate with the Incorporated Law Society, the different local law societies, and the provincial members of the Association, and, after having agreed on a general scale, to take steps for the purpose of obtaining the sanction of the Home Secretary to its adoption throughout the kingdom, under the provisions of the 14 & 15 Vict. c. 55.

Communications between the managing committee and the Law Amendment Society in reference to a proposed bill for the amendment of the bankruptcy law were reported.

Letters were read from provincial members relating to the Report on Registration of Titles, and inquiring what course the committee intended to take in reference to any bill introduced into Parliament to carry out the plan propounded in the Report; and the committee resolved, with a view to assist them in arriving at a decision, to issue a circular inviting opinions and suggestions on the subject.

The committee considered a question of professional etiquette submitted by a provincial solicitor.

The following new members have joined the Association since the annual meeting held on the 15th April last.

W. S. Atchison, 38, Lincoln's-inn-fields.
H. M. Cotton, 46, Chancery-lane.
J. Dempster, Brighton.
P. Hathaway, 38, Lincoln's-inn-Fields.
H. Jeanneret, 53, Lincoln's-inn-fields.
J. C. Onions, Brighton.
G. J. Mayhew, 30, Gt. George-st., Westminster.
C. Richardson, 28, Golden-sq.
R. R. Sadler, 28, Golden-sq.
W. P. Scott, 55, Lincoln's-inn-fields.
C. Tahourdin, 11, Lincoln's-inn-fields.
Tanqueray Willaume, 34, New Broad-st., City.
W. Williams, 32, Lincoln's-inn-fields.
C. R. Williams, 62, Lincoln's-inn-fields.
F. West, 3, Charlotte-row, Mansion-house.
G. T. Whitaker, 12, Lincoln's-inn-fields.

EXAMINATION PRIZES.

We are informed, that, in order to promote and encourage the efficient study of the law, the Honourable Society of Clifford's Inn have resolved to give an annual sum of Twenty Guineas to provide one or more testimonials for such of the candidates as, in passing their examination during the year, for the purpose of being admitted on the roll of attorneys and solicitors, shall, in the opinion of the examiners, merit distinction. The Council of the Incorporated Law Society have been requested and empowered to apply this sum in the purchase of books for such candidates, or in any other manner they may deem suitable. This annual gift to be distinguished as "The Prize of the Honorable Society of Clifford's Inn."

This communication, we understand, has just been made by Joseph Arden, Esq., the Principal of Clifford's Inn.

JURIDICAL SOCIETY.

The next meeting will be held on Monday, the 25th instant, at 8 o'clock p.m., the Hon. V. C. Sir John Stuart, President of the society, in the chair, when Mr. Fitzjames Stephen will read a paper on "The Interrogation of Persons accused of Crime." The society meets on the 2nd and 4th Monday of every month until the 4th Monday in July.

Correspondence.

DUBLIN.—*(From our own Correspondent.)*

THE JUDGMENTS AND EXECUTIONS BILL.

Mr. Craufurd's determined efforts to have his Judgments and Executions Bill passed into law excite a good deal of interest, and no small amount of difference of opinion. For four successive sessions Mr. Craufurd has introduced his measure; and at one stage or another, that measure has hitherto been invariably defeated, or else abandoned. Mr. Craufurd is not, however, a man who is easily baffled in his favourite pursuit; and so much energy and perseverance as he has exhibited rarely fails, in the long run, to triumph over all difficulties. It seems that the second reading of his Bill has been carried by a considerable majority. The minority was, as usual, mainly composed of Irish members, who show on every occasion the strongest possible aversion to the measure, even at the hazard of calling forth from the English press strong animadversions and hints as to the disinterestedness of their opposition. Taking the list of Irish members who voted on the division, it will be found that *one* only supported the Bill, while all the rest opposed it. This unanimity is so very remarkable, that it seems to have puzzled the English journalists to account for it; and they can suggest no clue but this—that M. P.'s and others are afraid of giving their English creditors greater facilities for obtaining repayment of their debts. Now, a better reason can soon be found, if we inquire into the Irish laws relating to judgments. A judgment creditor in Ireland possesses very ample and extensive remedies against the property of his debtor. He can register his judgment in the Registry of Deeds Office against any specific lands belonging to the latter; and a judgment duly registered has all the legal effect and operation of a mortgage; and obtains by virtue of the Act a priority over all subsequent charges and dealings whatsoever. As the judgment creditor possesses such ample powers, the courts of law are very stringent in requiring personal service of process. If, however, Mr. Craufurd's Bill pass into a law, it will enable any person obtaining a judgment behind the back of the alleged debtor, under the lax process allowed by the Scotch law, to come over here, register his judgment, and obtain all the security of a mortgage for some demand which may probably have no genuine existence.

It must be clear, therefore, that to give to a judgment obtained in Scotland all the effect of one obtained in Ireland, will be unfair and highly objectionable. Scotch law is a perfectly distinct system, and should be for all purposes treated as such. As between England and Ireland the case is very different. As the laws of these two countries are almost identical, there can be no injustice in allowing a judgment creditor in one of them to proceed on his judgment against the person or property of his debtor on the opposite side of the channel. The only ground of objection that has been urged against the measure as it affects England and Ireland is this, that the costs occasioned by the double procedure will be lost to the legal profession. The absurdity of this argument must be apparent to any one who reflects that the injury (if it can be so called) will be perfectly reciprocal. On the whole, the attorneys in London will lose quite as much as the attorneys in Dublin. A large proportion of the landed gentry of Ireland spend most of their time in England; and many of these leave creditors here, who surely will not object to obtain increased facilities for enforcing payment from their absentee debtors; and in all these cases under the proposed measure, the judgments obtained in Ireland can be rendered available in England, without the expense and delay of further proceedings in the Superior Courts at Westminster. Of course a reciprocal advantage will be enjoyed by natives of Cheltenham or Harrowgate, against such estates in Ireland as they may discover to appertain to defaulters in their books. In this respect there will be a fair interchange of benefits; and any objection to the diminished costs of law proceedings can only emanate from the admirers of that unreformed system of pleading and practice which made the names of British courts of law odious, if not infamous, all over the civilised world. If a circuitous and costly mode of procedure is to be retained merely because it is circuitous and costly, let us revive the mysteries of "oyer" and "express colour" in pleading, and restore practice to what it was when the venerable Tidd indited his ponderous volumes.

CHANCERY—ROSSBOROUGH *v.* BOYSE.

This important case came before the Court on an application to have the *venue* changed from Wexford (where the large estates, the ownership of which is in dispute, are situate) to Dublin. The circumstances under which a new trial was directed have been already alluded to (No. 19, page 442, *ante*). On behalf of the defendant who sought to have the *venue* changed, it was urged that local prejudices were so strong as to render Dublin the more likely scene for an impartial trial; and that the latter city would be more convenient for the numerous witnesses, on both sides, who will have to come over from England. On the part of the plaintiff, it was urged by *F. Fitzgerald*, Q. C., that the existence of prejudice against the defendant in the county of Wexford was not sufficient to justify the Court in granting the motion; and that it had not been shown that any considerable inconvenience to the witnesses would result from the new trial taking place there.

The LORD CHANCELLOR stated that he felt bound to refuse the motion, no case having been cited in which the Court had changed the *venue* on general allegations of prejudice; and that a change of the *venue* might be construed into an aspersion of the jurors of Wexford—a class of persons who were, on the defendant's own admission, likely to decide the question at issue in an upright and conscientious manner. The former verdict, moreover, had been set aside by the House of Lords, not on the ground of any misconduct on the part of the jurors, but because the legal effect of the evidence had not been sufficiently explained to them by the presiding judge. As the case stood, it appeared to him that if the judgment of the House of Lords were to be followed, and the evidence given at the new trial were to be the same as was formerly given, it would become the duty of the judge to direct a verdict establishing Mr. Colclough's will. The motion would be refused; but, as it was to some extent warranted by the judgment of the House of Lords, refused without costs.

In the same case, an application was subsequently made on the part of the plaintiffs Rossborough and wife, that they might be permitted to remain in possession of the estates, or that a receiver might be appointed. This motion was refused with costs. An injunction will, therefore, issue to restore Mrs. Boyse (the devisee under the will) to the possession of the estates.

INCUMBERED ESTATES COURT.

In re M. Cooke—(Before Commissioner HARGREAVE).

In this case a very serious question arose between the "Irish Land Company," of Manchester, and Mr. W. Francis Eyre, of Paris. Both parties had placed implicit confidence in the late John Sadleir, M.P., and had advanced him considerable sums of money on the supposed security of incumbrances on the estates of M. Cooke. The question was, which party was to suffer by reason of certain frauds and forgeries committed by Sadleir in the course of his dealings with them? It appears that in the

year 1852 Sadleir persuaded a General Smith, in whom were vested several family charges on the estate, to transfer them to him in consideration of a sum of £14,000, which was, however, considerably under their real value. Being then substantially the only creditor on the estates, Sadleir became the purchaser of them; but before completing his purchase he negotiated for the sale of these, with others of equal value, to the Land Company for a sum a little under £50,000, which sum the company paid over to him forthwith. By his consent, the company were then substituted as purchasers in the books of the court, taking credit as against the above-mentioned incumbrances, as to which they were to stand in his shoes, and which were duly transferred to them. The conveyance of the estate was not, however, completed; and now, on the final adjustment of the schedule, the Land Company—the *primâ facie* owners—were greatly astonished to find that the benefit of these charges was claimed by Mr. Eyre, to whom Sadleir had agreed to assign them—to whom Sadleir had handed forged deeds of transfer and collateral securities—and from whom the full value in cash had been received by that consummate deceiver. Commissioner *Hargreave*, in a very elaborate judgment, held, that the Land Company were entitled to the benefit of the charges to the extent of the £14,000 (and interest) paid by Sadleir to General Smith, but that to the residue of the charges Mr. Eyre's equity attached, of which the company were fixed with constructive notice through their solicitor, who was aware of a certain payments of interestto Mr. Eyre on the amount advanced by him to Sadleir.

Lynch, Q. C., *Sherlock*, and *Murphy*, appeared for the Land Company, with Morrogh and Kennedy, solicitors. *Deasy*, Q. C., *Clarke*, Q. C., and *Hamilton*, appeared for Mr. Eyre, with D. Mahony, and Bircham, Dalrymple, and Co., of London, solicitors.*

INCOME TAX.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The question of your correspondent, "Enquirer," will be fully answered by quoting part of a letter written under the authority of the Commissioners of Inland Revenue, addressed to Mr. Thomas A. Rush, and inserted in the *Times* newspaper of the 21st April last, as follows: "The dividends of the Turkish Loan fall within the rules of charge in schedule C. of the Income Tax Act, and according to such rules, the whole of the dividends which will become due on the 10th instant will be liable to assessment for the year commencing the 6th April, 1857, at the rate made payable for that year by the 20th Victoria, chap. 6—viz. 7*d.* in the pound—in the same manner as the whole of the half-year's dividends which will be due on the 5th of July next in respect of the Three per Cent. Consols." Any arrangement less favourable to holders of Three per Cent. Consols would be manifestly unjust, because, when the additional income tax, commencing from the 5th April, was imposed, the dividends in the following July were subjected to half-a-year's deduction at the increased rate of charge.

I am, Sir, your obedient servant, P.

Review.

Trial of Charles B. Huntington for Forgery. Prepared for publication by the Defendant's Counsel, from full Stenographic Notes taken by Messrs. ROBERTS and WARBURTON. New York. 1857.

The trial of C. B. Huntington for forgery—the report of which is now before us—occupied, in an extraordinary degree, the attention of New York some four months ago. The prisoner was a sort of Transatlantic Redpath, who suddenly emerged from poverty into a condition of the most extravagant luxury; and, after a few months, was tried and convicted on one out of no less than twenty-seven indictments, charging him with forgeries to the amount of £100,000 and upwards; and it was stated on his trial, and indeed made part of his defence, that his frauds had in point of fact reached a very much larger amount. There are many points of view in which the story is well deserving of attention; and such of our readers as have the and inclination to peruse a very thick and characteristically ill-bound and unpleasantly printed 8vo volume, will be well rewarded for their trouble. It would be foreign to the purpose of this journal to notice, in any detail, the moral and social aspects of the state of things which the report discloses; but it throws a light on the character of the administration of criminal justice in America, which is particularly instructive at a time when American law and lawyers are so often held up as patterns for our own imitation. We do not think that the proceedings in Huntington's case are by any means likely to confirm that impression. Whatever charges may be justly brought against English criminal law—and no doubt they are many—there can be no question at all that the general purity of its administration is quite above suspicion. The counsel for the Crown do not press for a conviction; the jury are not subjected to undue influences; and the judges exercise an effective control over the proceedings, and over the criticisms of the press, whilst the trial is pending. All these are no doubt very elementary, but they are also altogether indispensable, requisites for the due administration of the law; and we are sorry to say, that, if Huntington's trial is a fair specimen of American procedure, the United States cannot be said as yet to have attained fully to any one of them. No less than fifteen pages of the report are occupied by challenges to jurors, every one of whom was asked whether he had read accounts of the charges against the prisoner in the papers, and had formed or expressed any opinion upon their truth, and twenty-five of them were set aside on the ground that they had. The prisoner also exhausted his right of peremptory challenge. Even when thus carefully sifted, the jury were by no means protected from undue influences. The trial lasted for more than a fortnight, and the jurors separated every evening receiving an admonition from the judge not to read reports of the previous day's proceedings, or comments on them. The counsel assumed, as a matter of course, that this advice was disregarded; and the newspapers reflected on the conduct of the judge who gave it, in articles beginning with ironical regrets that the Star Chamber could not be revived, followed up by insinuations that a jury would be quite incompetent to discharge their duty properly unless they read the papers. The difficulty of securing impartiality under such circumstances is sufficiently obvious; but it would almost seem as if the counsel for the State considered such a state of mind as a very doubtful advantage. In opening the case against the prisoner, the district attorney (or public prosecutor) for the State of New York used the following language:—"This is a criminal action between the people of the State of New York and the prisoner at the bar. The people who are now thronging at yonder door—who are in this court-room—who are in this great metropolis—*they* are my clients—*they* are the plaintiffs. I deem it my duty to invite your attention to this distinction—*that you may not forget the great plaintiff who is without in the sight of the unit defendant.*" Lord Coke tells us that when he was presented to Queen Elizabeth as "Your Majesty's Attorney *qui pro dominâ reginâ prosequitur*," she answered that she should wish the phrase to run "*qui pro dominâ veritate prosequitur*;" but it would seem that the people of New York are more exacting clients than the Queen of England.

The judge himself was reduced to playing a very undignified part in the proceedings, and would appear to have been treated with very little real respect by the counsel; for, besides taking eleven exceptions to his summing-up, they systematically excepted to his ruling throughout the whole trial; and as he had apparently no discretion about reserving the points, it is impossible to guess how long the final settlement of the question may have been delayed, if indeed it is not still pending. The most remarkable feature, however, in his conduct is, that he summed up exclusively upon questions of law, entirely omitting all reference to questions of fact; and when he announced his intention to take that course, the prisoner's counsel not only expressed his satisfaction, but said that he thought that judges ought to be forbidden by express enactment to give the jury any directions, or to lay before them any observations, on the bearings of the facts put in evidence. It is the obvious tendency of these views of the relative importance of the functions of judges and advocates to, make criminal trials mere matter of popular sentiment, than which no step can be more directly opposed to individual liberty.

It is not, however, to these illustrations of the general character of American Criminal Courts that Huntington's trial owes its principal interest even to lawyers. It is, beyond all comparison, the most remarkable instance that ever fell under our notice of the abuse of the defence of insanity. That Huntington committed the forgery for which he was indicted was proved beyond the possibility of doubt; and his own counsel declared, that, besides the forgeries for which he was indicted, he had committed others, amounting in all to the utterly incredible sum of £4,000,000; that, in addition to this, he had for some years been deeply engaged in getting up "bogus" or fictitious banks and cemetery companies, and that he had spent the produce of his frauds in the most frantic extravagance. From all

* This report is neccasarily meagre and defective, as the case could only be intelligibly stated by very far exceeding our limits.

this they argued that he had a sort of monomania for forgery; that "his brain was so organised" that he could not help getting up bubble companies, and forging acceptances: and that, for this reason, he was not a responsible agent, being "morally insane."

Neither the judge nor the counsel on either side appear to us to have taken the true view of the subject of what is called moral insanity; for, whilst on the one side it was maintained that a person fully aware of the nature and consequences of his conduct, and capable of controlling his actions, might yet be irresponsible, the other side seems to have committed itself to the denial of the existence of a particular form of disease. It is remarkable that on this, as indeed on almost every other subject referred to in the trial, English cases were quoted as of the very highest authority; but, in our opinion, neither the counsel nor the judge perceived their true bearing. Both of them seem to have thought that the object of the law is to provide some definition of insanity, and to relieve all who fall within it from responsibility for their acts. In our opinion, no view of the law can be more completely false. Responsibility and sanity are by no means co-extensive. Many mad people are responsible, and many sane people are irresponsible. The legal doctrine is perfectly clear and consistent, and is simply this—that all persons are responsible for their actions who are not prevented by disease or weakness from knowing the difference between right and wrong, and who are voluntary agents. And it is only because it is strong evidence to show that one or the other of these conditions fails, that madness is any sort of excuse for crime. A madman stands on the same footing as an infant. Madness, like infancy, is evidence of irresponsibility, but it is not conclusive evidence of it. This principle is the only one which can keep the provinces of law and medicine distinct and apart; for if it be once assumed that all madmen are *ipso facto* irresponsible, the consequence will be that physicians, and not lawyers, will have to decide who is to be punished for crime, and who is not. Madness is a disease; and it is one of the great characteristics of modern medical investigations, that a vast number of connections have been discovered between diseases formerly considered quite independent of each other; and, as medical knowledge is enlarged, the old names constantly acquire new and more extensive meanings. This is peculiarly true of all diseases which affect the mind: many feelings which were formerly considered to arise entirely from peculiarities of character are now traced back to physical causes; nor do we feel at all inclined to doubt that a predisposition to commit particular crimes is frequently the result of disease; and if there is sufficient similarity, in the symptoms and treatment peculiar to such cases, to those which attend mere pronounced forms of madness, we do not know why physicians should not call them by that name. Criminal law is in no way interested in, or affected by, the circumstance. Even if the most extreme doctrines of materialism were proved to be true, and all crimes whatever were shown to be forms of disease, the discovery, however important in other respects, would be perfectly indifferent to criminal law. Its object is the prevention of crime, and it operates by fear; and fear is not destroyed by showing that it arises from physical causes. If committing murder is a mere symptom of disease, hanging is the appropriate remedy—punishment can be described in medical language as well as crime.

Where this extreme view is not maintained, the case is plainer. A man is equally bound to resist a wish to do wrong, from whatever cause it may arise. If his brain is so organised that he has a disposition to steal, that is no better excuse for stealing than the fact that his stomach is so organised as to incline him to eat. The true question is not whether his wishes are insane, but whether they are irresistible. Huntington's counsel maintained that his tendency to forge was "in its nature irresistible, though it might be resisted." When any one can explain what this state of mind is like, we shall be able to say how far it excuses crime; but, as at present advised, we should be inclined to say, by all means let men be aided in resisting such "tendencies," by punishing those who do not resist them.

There are some other peculiarities in Huntington's case which are interesting to English lawyers. Our readers will doubtless have a general recollection of that wilderness of absurdities from which we were happily delivered by the enactment which makes it unnecessary in indictments for forgery to charge an intent to defraud any particular person. It is curious to find that the whole of this obsolete law is still in full force in America. We must also remark on the extreme lenity of American sentences for mercantile crime. In this country, Huntington would infallibly have been transported for life; nor would his sentence have been at all too severe. In New York he was sentenced only to four years and ten months' imprisonment, which term was substituted for the full amount of five years, in order that "he might not come out in the winter."

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, May 18.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

The LORD CHANCELLOR, after giving a history of the unsuccessful attempts at legislation upon this subject from 1832 to his own Bill of last session, said, that, in the present Bill, he proposed that the judge of the Prerogative Court should be the first judge of the new Court of Probate, with a salary of £4,000, which was also the salary of the judge of the Court of Admiralty; and as that judge would receive a retiring allowance of £2,000 a-year, he proposed to award to the judge of the new Court of Probate a retiring allowance of the same amount. As disputed matters of fact would have to be determined by juries, there would be little work for the new judge to do; he therefore meant to propose, in another Bill, that the same judge should also be one of the judges of the Matrimonial and Divorce Court. Twenty years ago, Dr. Lushington had stated before a committee of the House of Commons that the whole Admiralty, testamentary, and matrimonial business might be perfectly well discharged by one judge, which opinion he still retained. He thought, therefore, he was justified in stating that the great probability was that one judge would be sufficient to discharge all the duties of the new court as well as of the Admiralty and Consistory Courts. When the office of judge of those Courts was abolished, he thought that the judge of the Court of Probate should be placed upon the same footing as to salary with the judges in Westminster-hall, and should receive £5,000 a-year; and when a vacancy occurred in the new court he proposed that the judge of the Court of Admiralty should also be the judge of the Court of Probate. He proposed that evidence should be taken in the new court *viva voce*, that the rules o evidence adopted in the common law courts should be acted upon in the Probate Court, and that all questions of disputed facts should be tried by a jury, unless the parties to the proceedings wished otherwise. He proposed that to this Court all contentious questions of probate should be referred; but that where property was sworn under £200 personalty, or £300 realty, the judges of County Courts should be empowered to try questions as to whether the testators were of sane mind, and whether the wills had been duly executed; and that the finding of such judges should be conclusive. With regard to probates of wills of persons in the country, he proposed to provide a means of enabling persons to prove wills which did not involve very large amounts in the various dioceses. With this object he proposed the establishment of thirty-six or thirty-seven districts, coinciding, as far as was practicable, with the existing diocesan districts. Of course, for this purpose, the registrars would be the officers of the Court of Probate, and not of the Ecclesiastical Courts, and they would have power to grant probate only in cases where there was no contest, and also only when it was sworn that the testators died within the limits of the districts, and that their property was below the value of £1,500. Under the existing system, if a will was proved in a particular diocess, and the testator possessed property out of that diocess, such probate was absolutely void. If there was any property in a particular diocess, and, nevertheless, the will was proved in the Prerogative Court, such will was not absolutely void, but was voidable. To obviate the present anomalous state of things, he proposed that any persons who chose might prove wills in the London court, whether the testators died in the country or not. He also proposed that every month there should be remitted to the London court from each of the provincial districts a list of all the wills proved in such districts, together with a copy of each will, which should be kept under proper direction in the Probate Court of London. He also proposed that at certain stated periods lists of all the wills proved in London, with the names of the testators, the executors, and such other particulars as experience might suggest, should be printed, with proper indexes, and transmitted to all the district registrars, and to certain places where they might be conveniently consulted. He also proposed that at the Probate Office in London there should be a department in which all persons who thought fit to do so might deposit their wills, so that at their deaths their surviving relatives might have no

difficulty in knowing where to find them. He also proposed, whenever there was any contest about the validity of a will, on the ground that the testator was insane, or that the will had not been executed with due formality, that the Court should cite not only those who were interested in contesting the validity of the will as to personal estate, but likewise those interested in the real estate, so that that which was substantially the same question as to both should be decided once for all. There was another minor provision which he was desirous of explaining. At present, whenever it was necessary to prove a devise in the common law or equity courts, the original will must be produced, which was frequently only a matter of form. He therefore proposed, that whenever a lawsuit was going on in which it was necessary to give evidence of the devise of the real estate, notice might be given by one party to the other that he meant to rely on the probate, and that that should be *primâ facie* evidence of the devise, unless, on the other hand, notice should be given that the original will must be produced. In such case it should be in the discretion of the judge to decide which party should bear the costs of the production of the original will. As several persons would necessarily be deprived of office under the present Bill, he proposed that they should be compensated, unless they should be appointed to corresponding offices under the new arrangement. In dealing with persons who had devoted themselves for many years to the discharge of their duties, to remove them without some compensation would be extremely hard—and he believed such a course would not be in conformity with the practice. He proposed that every officer should be paid a salary except the district registrars—and what would be the services to be rendered could not be told—whose remuneration should continue to be made, as it had heretofore been, without complaint, by fees to be settled by the judge of the court, assisted by the Lord Chancellor and a judge of the common law courts. As to the proctors, he proposed to retain them, providing at the same time against exorbitant charges by fixing their fees by authority and subjecting their costs to taxation, as in the courts of common law. He saw no necessity for letting in any other class of practitioners, and he proposed, in conformity with the recommendation of the commissioners, and with the two petitions which had been presented by Lord Overstone—one from upwards of a hundred of the first merchants in London, and another from an equal number of the most respectable firms of solicitors—to continue the proctors as at present. Having thus briefly stated the outline of the measure, and expressed his readiness to discuss the details in committee, his lordship concluded by moving the second reading of the Bill.

The Bishop of BANGOR declared that the present diocesan courts discharged their duties in a very satisfactory manner, and that the change proposed with regard to them would cause a great deal of confusion and trouble in the country.

The Bishop of LONDON, in supporting the bill, said that while abundant provision was made for the various offices, those holding ecclesiastical offices were overlooked; and he hoped this defect would be remedied in committee.

Lord CAMPBELL said he would cordially give his vote for the second reading of the bill. In the bill of last session he had been desperately afraid that a disputed probate would involve individuals in an interminable Chancery suit. He rejoiced, however, to find that his learned friend now avoided the very appearance of approaching the Court of Chancery. It seemed to him that the Court of Probate would now be established in a most satisfactory manner. But there was one point which, as he conceived, touched the dignity of his brother judges in the common law courts. It was proposed that this new judge of the Court of Probate should take precedence immediately after the Vice-Chancellors, and, therefore, before all the puisne judges. Now, he thought, this ought not to be. The new judge was ultimately to receive £5,000, the same salary as the puisne judges, and he did not consider it would be any disparagement to him if he took precedence among the puisne judges according to seniority.

The Bill was then read a second time.

Tuesday, May 19.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The LORD CHANCELLOR moved the second reading of this Bill. Having traced the history of the marriage laws for a long series of years, he referred to the Royal Commission appointed in 1850 (on which he had mainly based his measure) to take the subject into consideration. He proposed to create a competent tribunal to do that which could at present only be effected through the agency of three, and that at great cost to the parties. That tribunal would investigate the case once for all. Evidence would be taken *vivâ voce* before a jury, except in special cases; and the court would consist of the Lord Chancellor, one of the Chief Justices, and the judge of the Court of Probate. He proposed that the wife, equally with the husband, should be entitled to a divorce *à vinculo matrimonii* in cases where there had been incestuous adultery, or where bigamy had taken place. A clause had been introduced into the former Bill prohibiting the intermarriage of the adulterer and adultress. This clause he thought to be fraught with evil, and therefore he had not reintroduced it. An action brought by a husband for damages for criminal conversation should be grounded on a divorce first obtained. Where there had been a divorce *à mensâ et thero*, for cruelty or unwarrantable desertion, alimony should be paid to the wife as now; but it would be placed, if the Court thought fit, in the hands of a trustee. In the case of such a divorce the wife should stand on the same footing as an unmarried woman; her property should be her own, and her husband should have no right to touch it.

The Archbishop of CANTERBURY said that he should vote for the second reading, but would oppose the clause which permitted the guilty parties in cases of adultery to be united in marriage.

Lord LYNDHURST thought that the provisions of the Bill were of the most simple kind; and he could conceive no tribunal better calculated to carry out its object than that which had been proposed. He strongly remarked upon the great inequality which the bill left between the two sexes—no extent of adultery on the part of the husband entitling the wife to a divorce; and he contended that where a man deserted his wife wilfully that should entitle her to a divorce *à vinculo matrimonii*. He also objected to that part of the bill which made a divorce necessary before an action could be brought for criminal conversation, inasmuch as a Roman Catholic, not being able to obtain a divorce, could not bring such an action; and he trusted that this and the other defect would be remedied in committee.

Lord WENSLEYDALE said that he would not oppose the Bill, but thought it required many amendments.

The Earl of MALMESBURY said that he should propose in committee the reintroduction of the clause to prevent the intermarriage of the adulterer and adultress.

The Duke of NORFOLK declared that it was the universal feeling of the Roman Catholic Church that marriage were indissoluble. He would oppose the Bill at every stage.

Lord CAMPBELL supported the Bill. He asked whether it was intended to apply to Ireland.

Viscount DUNGANNON moved that the Bill should be read a second time that day six months.

Lord REDESDALE supported the amendment.

The LORD CHANCELLOR in reply said, that, as a matter of course, a similar Bill would be introduced for Ireland.

The house divided when there were—

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Friday, May 22.

PROBATE AND LETTERS OF ADMINISTRATION BILL.

Clause 1 was agreed to.

On Clause 2 being read,

Lord ST. LEONARDS moved an amendment to strike out the words "testament and" and "others," in order to prevent any alteration in the law as to real estate.

Lord ST. LEONARDS has given notice that he will draw the attention of the House to the state of the law in equity charging trustees for breaches of trust; and to propose an amendment of the law for the relief of trustees acting *bonâ fide* and without any benefit to themselves. (No day named.)

HOUSE OF COMMONS.

Monday, May 18.

DIFFERENT CLASSES OF DEBTS.

In answer to Mr. G. CLIVE,

The ATTORNEY-GENERAL said he had often thought that the difference between specialty and simple contract debts in the administration of the estates of deceased persons should be abolished. That distinction existed in courts of law but not of equity. It was his intention, immediately after the Whitsuntide recess, to introduce a bill to remedy that and some other evils.

FRAUDULENT BREACHES OF TRUST BILL.

The ATTORNEY-GENERAL moved for leave to introduce a Bill to make fraudulent breaches of trust criminally punishable. He said that he had undertaken a task of no ordinary responsi-

bility, because, while the necessity of such a measure had long been felt, all had admitted the difficulty and had shrunk from the duty of framing it; and because he proposed to pass an Act which should affect in a manner entirely novel to our laws one of the most ordinary relations of life. This measure was brought in to meet an acknowledged defect in which our law stood in contrast with the jurisprudence of every other civilised country. He knew no code in Europe in which fraudulent breaches of trust were not held to be proper subjects of criminal interference. But in our law there was this peculiarity, that fraud or theft when accompanied by breach of trust, was divested of its criminal character. If a man stole £500 he would be punished by the criminal law; but if a man upon his death-bed called in a friend, and told him that he had appointed him executor to his will, and committed to him all his property for the benefit of his widow and children, and the friend accepted the trust, proved the will, and then robbed the widow and the orphans of their property, the law said that he was not a criminal, but a debtor. But the anomaly did not rest there. Our ordinary tribunals refused to recognise the act as creating a debt; and, adding mockery to the injury they had sustained, told them that they must go to the Court of Chancery. That was the evil with which he proposed to deal. Our law had never been happy in general definitions. It confined itself, as did our Acts of Parliament, to dealing with a vast number of instances; but we never attempted to meet an evil by a comprehensive definition, which should accurately define the offence, and leave particular instances to fall within its scope. Our common law refused, save in only one or two instances, to recognise the ordinary distinction between trustee and *cestui que trust*, and accordingly if property were committed to a trustee, our law, founding itself upon our definition of theft, said, "How can a man take away, how can he carry away, from himself? He is already in lawful and complete possession, therefore he is unable to commit a theft." Observe the difference between the jurisprudence of England and that of Scotland. In Scotland, theft might be defined thus—*Fraudulenta convertatio rei alienæ invito domino.* Our law, however, said that trust property was not *res aliena*, but *res sua*, and, therefore, a fraudulent trustee did not take the property of another, but only that which was legally his own. He had, in the bill which he was asking leave to introduce, framed several clauses to meet the different forms of breaches of trust. He would, in the first place, deal with the fraudulent conversion by a trustee of the property committed to his charge. Now, it was essential that there should be trustees, and also that the honest, well-meaning trustee should be protected in the discharge of his duty, and the dishonest one discountenanced and punished. Great difficulties existed with regard to the performance of his duty by a trustee; and in introducing a measure to make breaches of trust criminally punishable, it was necessary to take great care that a trustee should not be liable to be dragged into a criminal court and made the subject of a public examination without sufficient cause, but merely to gratify a feeling of passion or revenge on the part of the *cestui que trust;* and he had thought it necessary to introduce into the Bill a particular clause to guard against the possibility of that evil, which enacted that no proceeding or prosecution should be commenced against a trustee without the previous sanction of some one of the judges of one of the courts at Westminster or in Ireland, or of the Attorney-General. That provision was analogous to the provision in the Act for the abolition of arrest for debt, which enacted that a person might be arrested for debt upon an order made by a judge in chambers upon affidavits that the debtor was about to leave the country. The next question to which he would beg the attention of the House was as to the nature of the trust a breach of which should be rendered criminally punishable. Breaches of trust were of various kinds, and of which he adduced a variety of instances. In addition to direct trusts there were also what were called in legal phraseology resulting trusts,—that was to say, trusts remaining upon property after the direct trusts had been satisfied. Now, if a trustee, after satisfying the direct trust, found that he had a surplus and applied it to his own benefit, it would be a violation of the resulting trust, and ought to be punished, for he must be well aware that the property was not his. There were, however, constructive trusts, which were trusts created by the law itself, and, being so, they might arise without the knowledge of the trustee; and therefore he did not propose to make breaches of that description of trusts criminally punishable. Those were the general provisions of the Bill which related to one part of the subject,—namely, property held by one person for the benefit of another; but he had thought it right not to stop there. There were other breaches of trust of a more dangerous character, because of more extended influence, committed by persons who did not stand in exactly the relation of a trustee, and which required the introduction of some particular law, in order to meet delinquents who at present might remain untouched. He alluded to those persons who, in the prosecution of those great undertakings which were almost peculiar to this country, had formed companies and had placed themselves in the position of directors or managers of those companies. In those cases, in which such persons fraudulently and openly appropriated sums of money, there could of course be no doubt as to their liability to prosecution; but these appropriations were for the most part much too cleverly executed to render it necessary that they should have recourse to a proceeding so clumsy as a direct and manifest fraud. Their appropriations of money were, as the House was well aware, effected through the medium of false accounts and fraudulent representations. He had therefore introduced into the Bill a series of clauses under whose operation the act of keeping false accounts, of making false entries, or disguising the nature of those transactions by means of untrue representations, should be made criminal. He had also framed two other clauses, which would embrace in their operation that extensive system of fraud which was produced through the medium of false representations, coupled with acts to give a colour to those representations, such as fraudulent statements of the affairs of a company, or the payment of dividends out of a fictitious capital. Whether the law as it stood was or was not sufficient to meet such cases, there could be no harm whatsoever in making the particular mode of robbery to which he referred subject to direct criminal prosecution. While speaking upon that point, he might perhaps be allowed to advert to an answer which he had given to a question of a hon. gentleman, whether he would not institute criminal proceedings against certain persons who were concerned in transactions by which the public mind had, of late, been much occupied. Although he was not then prepared to state to the House that he would certainly institute such prosecution, he had since made himself acquainted with the nature of the case, and having read the documents which had been laid before him by the solicitor to the assignees, he had now no hesitation in saying that he would try, without a moment's delay, whether the law, as it now stood, was not strong enough to meet that case. He had further to state that the Bill proposed to deal not merely with the trustees, directors, and managers of companies, but also with assignees of bankrupts and insolvents, to whose case the same principle would be extended as to the former class. With reference to bankers and agents, the law now stood in the position which he was about to state. The Act of 42 Geo. 3 (the introduction of which measure had been occasioned by frauds committed by a stockbroker named Walsh), so far as agents, brokers, and bankers were concerned, was limited altogether to meet the case in which the instructions to the agent happened to have been given in writing; and it excluded trustees, mortgagees, and other persons occupying positions of that description from its operation. It had been succeeded by the 7 & 8 Geo. 4, which, while it introduced certain amendments into the wording of the Act, had made but little substantial alteration—so far as related to the particular subject of his remarks—in its provisions. But the Bill which he had framed proposed to extend the law to all cases of property committed to the charge of agents, although they might not have received any instructions in writing. The next subject to which he would allude was one to which he would invite the particular attention of the House. He might first of all state, that he unquestionably recognised that principle of the English law which provided that no man should be put upon his trial and found guilty upon evidence procured from his own confession made in a civil proceeding. That was a principle which should, in his opinion, be preserved, and he had, therefore, continued the exemption from liability to criminal prosecution, on the ground of evidence given before a civil tribunal in a civil case; but he did not propose to include within the scope of that exemption the extraordinary provision contained in the 7 & 8 Geo. 4, to the effect that a person who had become fraudulently possessed of property should not have a voluntary confession made in any proceedings instituted against him in a court of bankruptcy or insolvency made available in his case for the purpose of a criminal prosecution. There were in the bill other clauses providing that criminal liability should not be permitted to interfere with the civil rights of the party. There was also another clause which provided that in the case in which a civil suit had been instituted against a trustee to recover

property which he had fraudulently appropriated, no criminal proceeding should be taken during the progress of that suit without the leave of the judges before whom it happened to be pending. Those were the principal features of the Bill. And he, in conclusion, expressed a hope that the present session might be signalised by such an instalment of legal reform as would remove a great opprobrium to our jurisprudence, and would lead to an improved state of things, while it tended to place our legislation on a more respectable footing than that upon which it now stood.

Mr. MALINS said, that he had long been of opinion that breaches of trust under aggravated circumstances should be rendered liable to criminal prosecution; and he might add, that the present Lord Chief Justice of the Court of Common Pleas had, when Attorney-General, introduced a Bill by which it was intended to carry out objects similar to those which his hon. and learned friend had in view. It would require the greatest care and all the assistance which hon. and learned gentlemen on both sides of the House could give the Attorney-General to make the measure as effective as possible in punishing fraudulent trustees and protecting the honest against being treated as criminals when they had acted from the best and purest motives.

Mr. HADFIELD hoped the Attorney-General would be cautious in adopting extreme measures with regard to trustees. It was already one of the most difficult things to get suitable trustees to act. The office of trustee frequently involved greater cares and anxieties than those involved in a man's own personal affairs, and, considering the enormous sums which they were frequently called upon to pay out of their own pockets, he doubted whether, as a body, trustees did not lose more money than was misappropriated and perverted to their own use by the dishonest class of trustees.

The ATTORNEY-GENERAL, in reply to Mr. Napier, said that the Bill would apply both to Ireland and Scotland.

Leave was then given to bring in the Bill.

INSOLVENT JOINT-STOCK COMPANIES BILL.

The ATTORNEY-GENERAL asked leave to bring in a bill to amend the Acts of Parliament under which public companies were liable to be made bankrupt; and also to amend the Winding-up Acts. The spirit of the enactment he proposed was precisely similar to one introduced last session, with the exception that it would apply to banks and insurance companies. There at present existed a great conflict with respect to the manner of obtaining a remedy in case of insolvency, which might be done under a fiat of bankruptcy or by winding up under the Winding-up Acts. If a joint-stock bank became insolvent, there were, of course, two things to be effected: There was the payment of its creditors; and there was also the task of deciding the proportion each shareholder should contribute to make up the deficiency. All this might have been committed to one tribunal; but if a public bank became bankrupt the winding up of the estate might belong to the Court of Bankruptcy, and the deciding on the proportion to be contributed by the individual shareholders might devolve upon the Court of Chancery, under the Acts of 1848 and 1849. A conflict had in this manner arisen between the two jurisdictions of Bankruptcy and Chancery, of which there had lately been a most painful and distressing illustration in the case of the Royal British Bank. In that case all the separate Courts of Chancery had been occupied in determining the conflicting claims of the official manager under the Winding-up Acts, and of the official assignee under the subsequent fiat. In the case of the British Bank, the creditors were 6,000 in number, and the shareholders 300; and such was the state of the law, that every creditor had a separate right of action against every shareholder; and there might thus be 6,000 times 300 suits, and the accumulated costs of the innumerable actions must be added to the original loss. He would therefore propose a remedy of the following description: Let an advertisement be inserted in the public prints calling the shareholders together, and enabling them to appoint one or more of their number for the purpose of making some arrangement with the persons to whom they were liable, and for the purpose of obtaining the amount of contributions from the shareholders that might be requisite for the payment of the debts. Immediately after that advertisement appeared, he proposed to protect the shareholders from their present liability to actions, provided that they submitted themselves to such terms as the Court might think right. At present, the shareholders were placed in a position of great difficulty, for, while the property of the company was taken away from them by bankruptcy, they were liable for the company's debts. He, therefore, proposed that the commissioner should have power to give protection to the shareholders. One provision of the bill was, that a certain proportion of the creditors should have power to bind the whole in accepting any composition, and that when such an agreement was come to, the shareholders might apply for and obtain protection from individual suits. These provisions would be applicable to all existing as well as future companies. They supplied an important omission in the bill of last year.

Mr. MALINS referred to a similar bill which he had brought in last year, and which, if passed, would have saved the public from great calamity. He suggested one improvement in the measure submitted by the Attorney-General, that, when a company was brought under the jurisdiction of the court, the right of the creditors to bring actions against individual shareholders should immediately cease, as in the case of an ordinary bankruptcy. To prevent shareholders absconding to avoid their liability, he would provide for stopping them by a judge's order, as might now be done with an ordinary debtor. Had not the right of suing shareholders existed in the case of the Royal British Bank, the whole affair might have been wound-up, the calls made, and the debts discharged, long ago. The bill which he introduced last session would have provided for this.

The ATTORNEY-GENERAL said he thought the bill would carry out the view expressed by Mr. Malins.

Sir H. WILLOUGHBY wished to know how the fees were to be dealt with.

The ATTORNEY-GENERAL said, he hoped that a measure would shortly be brought in on the subject of bankruptcy and insolvency, by which the question of fees would be dealt with. He did not venture to deal with that matter in the present bill.

The resolution was agreed to.

Friday, May 22.

FRAUDULENT BREACHES OF TRUST BILL.

This bill was brought in by the Attorney-General and read a first time, and ordered for second reading on June 8.

INSOLVENT JOINT-STOCK COMPANIES.

This Bill was brought in by the ATTORNEY-GENERAL, and read a first time, and ordered for second reading on Thursday next.

PRIVATE BILLS.

The House of Commons seems to have come to a resolution to lose no time in getting through the business. Ten committees on opposed Private Bills met during the past week, and five more are fixed for next week. There are some questions which are brought out regularly session after session, like an old play with new properties—and amongst other old favourites, "Broad and Narrow Guage," the unfathomable "Liverpool Dock story," "The Drainage Districts Bills," and "The Mineral District Railways," such as Taff Vale, Rhymney Valley, &c., are not forgotten.

The broad and narrow guage fight is between the old competitors the South Western and Great Western Railway Companies, although the latter company do not appear under their own colours, but under the title of the "Southampton, Bristol, and South Wales Railway Company." The two companies, Great Western and South Western, have stations side by side at Basingstoke and at Salisbury, and it is understood, from the statement of counsel in opening the case, that amicable arrangements had been entered into for the interchange of traffic at Salisbury and that the contracts were *all but* completed for avoiding the inconvenience of a break of guage there. The Southampton Bristol and South Wales Railway Company however sprung up at the moment previous to signing the treaty, and Mr. Brunel, the Great Western engineer, being concerned for the new company also, left all arrangements to take their chance at the last moment, and war has broken out again. This at least was stated by the South Western counsel. The object of the Southampton Bristol and South Wales Bill is to continue the broad guage line from Salisbury to Southampton, although there is a narrow guage line at present accommodating that district; and a short line of four miles is projected by the South Western Company for shortening the distance between those points.

The South Western Company are being heard first on their own case, and in *opposition* to Mr. Brunel's line, and it is expected that many interesting points may arise owing to the question of railway competition forming one very prominent feature, and the duties of railway companies in carrying out exchange of traffic forming another.

It must have been a familiar sight to the *habitués* of the com-

mittee lobby for the last twelve years to see one of the largest rooms crammed year after year with commercial men, whose chief occupation appeared to be gazing on the monster cartoons which surround the walls; and this amusement generally continued for a space extending over two months. The old story and the accustomed sight have commenced *de novo* and the "Liverpool Dock Committee Room," exhibits the same faces, and will probably bring to light an oft-told tale, inasmuch as the evidence taken before committees for *eleven years!* past has been referred to them. It must not be supposed that the Liverpool people have wasted time or money, as it is believed that they have contrived to settle commercial arrangements by private legislation, step by step, which will be beneficial to the whole civilised world as regards the Port of Liverpool.

The Nene Drainage will probably come on next week, and is more immediately interesting to parties situate in districts which are dependent on private enterprise for drainage. The bill is greatly opposed, as it is not uncommon for landowners to be very jealous on the taxation question. There are twenty-three petitioners against the bill.

A group of Bills, which will involve the toll question to a great extent, is the mineral group before mentioned. There is an Ely Tidal Harbour Bill, which involves a desperate competition between the Bute and Clive interests at Cardiff—the former family being much interested in the Bute Docks, and the latter in the new harbour. Incidental to this question, the tolls in the Rhymney Valley and Taff Vale will come under discussion. Group 1, which consists of a metropolitan group, is not yet appointed. The group consists of Bills for making short lines in and about London, including one in South London, and a short cut from Richmond to Kew.

The Kent Railway Companies, "like the troubled sea," are never at rest, and the East Kent Company, who own the new direct authorised line from Rochester to Dover, are endeavouring to assert their entire independence by carrying a line from Rochester to London, without using the South Eastern Company. The South Eastern Company have a competing line, and there must be another contest.

These Bills are not yet appointed.

Court Papers.

Chancery.

SITTINGS.—TRINITY TERM, 1857.

☞ *The following abbreviations have been adopted to save space:—*

A. Abated—*Adb.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Cts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. D* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearing—*S. O.* Stand over—*Sh* Short.

LORD CHANCELLOR.

At Lincoln's Inn.

Friday, May 22...App. Mtns. & Appls.
Saturday 23...Ptns. & Appeals.
Monday 25 } Appeals.
Tuesday 26 }
Wednesday 27 }
Thursday 28...App. Mtns. & Appls.
Friday 29 }
Saturday 30 }
Monday, June 1 } Appeals.
Tuesday 2 }
Wednesday 3 }
Thursday 4...App. Mtns. & Appls.
Friday, 5 }
Saturday 6 } Appeals.
Monday 8 }
Tuesday 9 }
Wednesday 10...Ptns & Appeals.
Thursday 11...Appeals.
Friday 12...App. Mtns. & Appls.

NOTICE.—Such days as his Lordship is hearing Appeals in the House of Lords excepted.

MASTER OF THE ROLLS.

At Chancery Lane.

Friday, May 22...Motions.
Saturday 23...General Ptn. Day.
Monday 25 } Pleas, Demrs., Ex.,
Tuesday 26 } Causes, Claims, &
Wednesday 27 } F. D.
Thursday 28...Motions.
Friday 29 }
Saturday 30 } Pleas, Demrs., Ex.,
Monday, June 1 } Causes, Claims, &
Tuesday 2 } F. D.
Wednesday 3 }
Thursday 4...Motions.
Friday, 5 }
Saturday 6 } Pleas, Demrs., Ex.,
Monday 8 } Causes, Claims, &
Tuesday 9 } F. D.
Wednesday 10 }
Thursday 11...General Ptn. Day.
Friday 12...Motions.

Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday*. The unopposed Petitions *to be taken first*.

NOTICE.—Consent Petitions must be presented, and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.

At Lincoln's Inn.

Friday, May 22...App. Mtns. & Appls.
Saturday 23 } Ptns. in Lun., and Bktcy. App. Ptns. & Appls.
Monday 25 }
Tuesday 26 } Appeals.
Wednesday 27 }
Thursday 28...App. Mtns. & Appls.
Friday 29 } Ptns. in Lun. and Bktcy. App. Ptns. & Appls.
Saturday 30 }
Monday, June 1 } Appeals.
Tuesday 2 }
Wednesday 3 }
Thursday 4...App. Mtns. & Appls.
Friday 5 } Ptns. in Lun. and Bktcy. App. Ptns. & Appls.
Saturday 6 }
Monday 8 }
Tuesday 9 } Appeals.
Wednesday 10 }
Thursday 11 }
Friday 12...App. Mtns. & Appls.

V. C. SIR R. T. KINDERSLEY.

At Lincoln's Inn.

Friday, May 22...Mtns. & Gen. Pap.
Saturday 23 } Ptns. (unop. first), then Short Causes, Short Cl., & then Remaining Ptns.
Monday 25 } Pleas, Demrs., Ex.,
Tuesday 26 } Causes, Claims, F.
Wednesday 27 } D., & Fur. Cons.
Thursday 28...Mtns. & Gen. Paper
Friday 29...Ptns. (unop. first)
Saturday 30 } Sht. Causes, Sht. Cls. & Gen. Paper
Monday, June 1 } Pleas, Demrs., Ex.,
Tuesday 2 } Causes, Claims, F.
Wednesday 3 } D., & Fur. Cons.
Thursday 4...Mtns. & Gen. Paper
Friday 5...Ptns. (unop. first.)
Saturday 6 } Sht. Causes, Sht. Cls. & Gen. Paper
Monday 8 } Pleas, Demrs., Ex.,
Tuesday 9 } Causes, Claims, F.
Wednesday 10 } D., & Fur. Cons,
Thursday 11 }
Friday 12...Mtns. & Gen. Paper

V. C. SIR JOHN STUART.

At Lincoln's Inn.

Friday, May 22...Motions.
Saturday 23 } Sht. Causes, and Cls. and Petitions
Monday 25 } Pleas, Demrs., Ex.,
Tuesday 26 } Causes, Claims, &
Wednesday 27 } F. D.
Thursday 28...Mtns. & Gen. Pap.
Friday 29...Ptns. & Gen. Paper
Saturday 30 } Sht. Causes, Cls. & General Paper
Monday, June 1 } Pleas, Demrs., Ex.,
Tuesday 2 } Causes, Claims, &
Wednesday 3 } F. D.
Thursday 4...Mtns. & Gen. Pap.
Friday 5...Ptns. & Gen. Paper
Saturday 6 } Sht. Causes, Cls. & General Paper
Monday 8 }
Tuesday 9 } Pleas, Demrs., Ex.,
Wednesday 10 } Causes, Claims, &
Thursday 11 } F. D.
Friday 12...Motions

V. C. SIR W. PAGE WOOD.

At Lincoln's Inn.

Friday, May 22...Mtns. & Gen. Pap.
Saturday 23 } Ptns., Sht. Causes, Cl., & Gen. Paper
Monday 25 } Pleas, Demrs., Ex.,
Tuesday 26 } Causes, Claims, &
Wednesday 27 } F. D.
Thursday 28...Mtns. & Gen. Paper
Friday 29 } Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday 30 } Ptns., Sht. Causes, Cl., & Gen. Paper
Monday, June 1 } Pleas, Demrs., Ex.,
Tuesday 2 } Causes, Claims, &
Wednesday 3 } F. D.
Thursday 4...Mtns. & Gen. Paper
Friday 5 } Pleas, Demrs., Ex., Causes, Claims, & F. D.
Saturday 6 } Ptns., Sht. Causes, Cl., & Gen. Paper
Monday 8 }
Tuesday 9 } Pleas, Demrs., Ex.,
Wednesday 10 } Causes, Claims, &
Thursday 11 } F. D.
Friday 12...Mtns. & Gen. Paper

NOTICE.—Claims will be taken in precedence of the General Paper every Petition Day.

CAUSE LISTS.—TRINITY TERM, 1857.

MASTER OF THE ROLLS.

Causes, &c.

Fowler *v.* Wyatt (Cause part heard)
Isaacs *v.* Homfray (Exons. to ans.)
James *v.* Gibbon (4) (F. D. & Costs)
Puckman *v.* Vivian (Cause)
Noble *v.* Brett (otherwise Hodges) (Motion for decree)
O'Hara *v.* Vile (Motion for decree)
Jeffery *v.* Cobley (Cause)
Swift *v.* Swift (ditto)
Moreland *v.* Richardson (Mtn. for dec)
Douglas *v.* Archbutt (Cause)
Attorney-Gen. *v.* Prettyman; Attorney-Gen. *v.* Dean, &c., of Lincoln (Exons. to report)
Attorney-Gen. *v.* Prettyman; Attorney-Gen. *v.* Dean, &c., of Lincoln (Fur. dirs. & Costs)
Attorney-Gen. *v.* Prettyman; Attorney-Gen. *v.* Bishop of Lincoln (do.)
Granger *v.* Powers (Mtn. for dec.)
Nicholson *v.* Gunn (do.)
Hall *v.* Giles (do.)
Stidolph *v.* Dickinson (do.)
Vincent *v.* Spicer (F. C. & summons adj. from chambers)
Dixon *v.* Dixon (Mtn. for dec.)
Cattlow *v.* Daniel (do.)
Randall *v.* Daniell (do.)
Freeman *v.* Stokes (Fur. consons.) (short)
In re Sarah Yeomans; Yeomans *v.* Haynes (Fur. con., adj. from chambs.)
Longstaff *v.* Barker (Cause)
Gascoyne *v.* Ellis (Mtn. for dec.)
Cowlishaw *v.* Hardy (Fur. consons.)
Bridges *v.* Longman (Fur. consons. and 2 sumns. adj. from chambers)
In re Moore; Moore *v.* Moore (Fur. consons. adj. from chambers)
Cotesworth *v.* M'Gachen (M. for dec.)
Marriott *v.* Reynolds (do.)
Sherwood *v.* Grice (Fur. consons.)
Baldwin *v.* Cronin (Mtn. for dec.)
Anderson *v.* Anderson (do.)
Anderson *v.* Anderson (do.)
Tugwell *v.* Scott (Cause)
Hawksworth *v.* Hawksworth (do.)
Priestman *v.* Tindall (Fur. consons. & summons adj. from chambers)
In re Graham, deceased; Graham *v.* Graham (F. C. adj. from chambers & Ptn.)
Close *v.* Gordon (Fur. consons.)
Moor *v.* Abbott (Mtn. for dec.)
Collett *v.* Collett (do.)
Collett *v.* Dixon (do.)
Dempster *v.* Graham (do.)
Lacy *v.* Read (do.)
Ridley *v.* Tiplady (Fur. consons.)
Owens *v.* Kirby (Mtn. for dec.)
Page *v.* Page (Cause)
In re Hale; Webster *v.* O'Connor (Fur. consns.)
Norris *v.* Bramble (do.)
Chorley *v.* Bellett (Mtn. for dec.)
Addams *v.* Bellett (Fur. consons.)
Noble *v.* Brett (Fur. consons.)
Bromer *v.* Lambe (do.)
Higgins *v.* Pettman (do.)
Barton *v.* Terrell (Exons. to Master's report)
Barnewall *v.* Lord Clifford (F. cons.)
Cubitt *v.* Sturgis (Cause)
Violett *v.* Brookman (Fur. consons.)
Sparling *v.* Bennett (Fur. consons. & summons to vary certificate)
Stephens *v.* Breton (Cause)
Attorney-Gen. *v.* Bushby (do.)
Brooks *v.* Dingley (Mtn. for dec.)
Jones *v.* Jones (Cause)
Perry Herrick *v.* Attwood (do.)
Holmes *v.* Baldwin (do.)
Stevenson *v.* Beaumont (Mtn. for dec.)
Fletcher *v.* Barnard (Fur. consons.)
Nesbit *v.* Huxham (Mtn. for dec.)
Pearce *v.* Spencer (Cause)
De Sorbein *v.* Bland (Fur. consons.)
Hoblyn *v.* Grose (Mtn. for dec.)
Hartley *v.* Ostler (Fur. consons.)
Robins *v.* Robins (Mtn. for dec.)
Wich *v.* Parker (Cause)
Bone *v.* Pollard (Fur. consons.)
Hollwell *v.* Holgate (do.)
Spencer *v.* Pearson (Mtn. for dec.)
Pearson *v.* Tulk (Cause)
Pearson *v.* Spencer (do.)
Pearson *v.* Pearson (do.)
Edwards *v.* Rowe; Bennion *v.* Edwards (Fur. cons.)
Holland *v.* Allsop (Mtn. for dec.)
Fry *v.* Fry (do.)

Wynne v. Fletcher (Special case)
Preston v. Bowerman (Cause)
Flower v. Gedye (F. consen. of costs.
Bather v. Kearsley (F. D. & costs.)
In re Pollard } (Sumns. adj.
Polkey v. Langham } from chamb.)
In re Mackinlay } (Sumns. & Fur.
Ward v. Mackinlay } consen. adj. from chambs.)
Wallis v. Tonge (Fur. consen.)
Pearl v. Deacon (Mtn. for dec.)
Bridgman v. Gill (Cause)
Kerr v. Pawson (Mtn. for dec.)
Cowdell v. Varnon (do.)
Armstrong v. Armstrong (Fur. con.)
Osborn v. Reid (do.)
In re Stevens } (Fur. consen.)
Taylor v. Stevens }

Tinsley v. Greasley (Mtn. for dec)
Bruce v. Toker (do.)
Sharpe v. Cooper (do.)
In re Miller } (Fur. consen. adj.
Miller v. Miller } from chambs)(sh)
Smith v. Ryder (Mtn. for dec.)
Dawson v. Prince (Cause)
Gillbanks v. Jackson (Mtn. for dec.)
Wells v. Corporatn. of Gravesend(do.)
Clarke v. Bailey (Fur. con. & Ptn.)
Croft v. Goldsmid (Cause)
Rackham v. Gilbert (Fur. consen.)
Barker v. Partridge (Mtn. for dec.)
Hoblyn v. Langley (Fur. consen.)
Ruxton v. Poingdestre (Fur. con.)
Tufnell v. Tufnell (Mtn. for dec.)
Caswall v, Saunders (do.)

LORDS JUSTICES.

Appeals.

Nunn v. Edge (Part heard)
Campbell v. Ingliby
Perkins v. Green }
In re Green }
Green v. Green }
Davey v. Durrant

Davey v. Durrant }
Smith v. Durrant } (Appeal mtn.)
Smith v. Durrant (Mtn. for dec.)
Bellamy v. Sabine (5)
Castle v. Castle }
Castle v. Castle }
Denton v. Donner

V. C. SIR R. T. KINDERSLEY.

Causes, &c.

Potter v. Wallace (Cause)
Lamb v. Lamb (Mtn. for dec.)
Barnes v. Taylor (Cause)
Gregory v. Pilkington (5) F. D. & csts.
Peacock v. Shrubb (Fur. consen.)
Sibley v. Minton (Mtn. for dec.)
Wentworth v. Chevell (F. D. & csts.)
Atkinson v. Kelly (Mtn. for dec.)
Clayton v. Newport (Fur. consen.)
Appleyard v. Walker (Cause) (sh.)
Garner v. Briggs (Cause)
Barkworth v. Young (Mtn. for dec.)
Balkin v. Brown (do.)
Gibbs v. Manning (Fur. consen.)
Attorney-Gen. v. Sheppard (do.)
Wilkinson v. East (Claim)
Fowler v. Fowler (Fur. consen.)

Wilcox v. Harrop (Fur. consen.)
Parton v. Parton (Cause)
Sclater v. Cottam (Fur. consen.)
Evans v. Jones (do.)
Manby v. Colegrave (Cause & Ptn.) (short)
Randfield v. Randfield (Cause)
Kirkpatrick v. Fletcher (do.) (short)
Thomas v. Jones } (Fur. consen.)
Silvester v. Thomas }
Freeman v. Whitbread (do.)
Gimson v. Downing (Cause)
Kennedy v. Glover }
Kennedy v. Glover } (Fur. consen.)
Kennedy v. Glover }
Addison v. Mayne (Mtn. for dec.)

V. C. SIR JOHN STUART.

Causes, &c.

Simpson v. Chapman (Fur. consen. and mtn.)
Dean v. Hall (6) (Fur. dirs. & costs)
Booth v. Coulton (Fur. consen.)
Booth v. Alington (3) (do.)
Jowett v. Bentley (Cause pt. heard)
Robson v. Earl of Devon (Cause)
Baker v. Ellis (Mtn. for decree)
Holden v. Holden } Cause
Hill v. Dolphin } and ptn.
The Newry and Enniskillen Railway Company v. Spackman (Cause)
King v. King (Mtn. for decree)
Wright v. Sandars (Cause)
Lane v. Ansell (Cause)
Spong v. Straight (do.)
Nelson v. Booth (Mtn. for decree)
Barnes v. Jay (Fur. dirs. & costs)
Napper v. Dendy (Fur. consen. and summons)
Webster v. Webster (Cause)
Prudence v. Sutton (Mtn. for dec.)
Hodson v. Roberts (do.)
Halliley v. Henderson (do.)
Griffin v. Watts (do.)
Tanner v. Barton (do.)
Scott v. Mayor of Liverpool (Cause)
Gooch v. Slater (do.)
Forsyth v. Inglis (do.)
Hartley v. Whorlay (Mtn. for dec.)
Jesse v. Bennett (do.)
Wood v. Scarbrough (2) (Fur. cons.)
Horne v. Shepherd (2) (F. D. & costs)
Charlton v. Elgar (Fur. consen.)
Horne v. Warr (do. and petition)
Jones v. Vaughan (Cause)
Mesher v. Lane (Fur. consen.)
Blackmore v. Blackmore (Cause)
Sayer v. Bevan (Mtn. for decree)
Backhouse v. Wylde } Fur. consen.
Backhouse v. Sturgis }
Raiker v. Pike (Mtn. for decree)
Le Clair v. Richards (do.)
Hobson v. Searle (Claim)
Beloe v. Brame (Cause)

Visct. Ranelagh v. Lithgow (Claim)
Stone v. Stone (Cause)
In re Hemsley's Estate } Fur. cons.
Bostock v. Wildbore } from Ch.
Thomas v. Phillips (2) (F. D. & costs)
Osborn v. Walker (Cause)
Lansdell v. Luck (Adj. summons)
Bowes v. Goslett (Mtn. for decree)
Haywood v. Appleton (Fur. consen., short)
Stokes v. Crompton (do.)
Dendy v. Bagshaw (Cause)
Heath v. Dodman (Mtn. for decree)
Winstone v. Baroness Windsor (do.)
Weldon v. Hylton (do.)
Weldon v. Youard }
Weldon v. Fletcher } F. D. & costs
Searle v. Smales (Fur. consens.)
In re Hieron's Estate } Fur. consen. from Chams.
Courage v. Hierons } and ptn.
Johnson v. Lawrence (Mtn. for dec.)
Foster v. Cantley (Fur. consen.)
In re Canning's Estate } (do.)
Wallis v. Bell }
Mackintosh v. Great Western Railway Company (Adj. summons)
Eyre v. Barrow (Mtn. for decree)
Thackwell v. Masefield (do.)
Naylor v. Wright (Cause)
Skelton v. Cole (Mtn. for decree)
Woodburn v. Woodburn (Fur. cons.)
Wakefield v. Jones (do.)
Trapand v. Trapand (Motn. for decree, short)
Markham v. Stimpson (do.)
Farebrother v. Gibson)Cause)
Stonehouse v. Dobing (F. D. & costs)
Evans v. Richards } Fur. consen.
Jones v. Richards }
Beech v. Viscount St. Vincent (Mtn. for decree)
Woodward v. Woodward (do.)
Helmer v. Addison (Cause)

V. C. SIR W. PAGE WOOD.

Causes, &c.

Stansfeld v. Williams (Cause pt. hd.)
Joel v. Mills (Mtn. for dec. pt. hd.)
De la Rue v. Dickinson (Ex. to ans.)
Willoughby v. Chamberlaine (Dem.)
Bailey v. Judd (do.)
Rigg v. Rigg (Mtn. for decree)
Matthews v. Amiott (Fur. consen.)
Fasana v. Riccucci (do.)
Thomas v. Thomas (do.)
Parker v. Phillips (do.)

Langdale v. Whitfield (Mtn. for dec.)
Couchman v. Dennett (Fur. consen.)
Rushout v. Turner (Mtn. for decree)
Thornton v. Stevenson (Cause)
Clarke v. Ronald (do.)
Janes v. Page } (do.) June 8.
Mingay v. Page }
Monypenny v. Monypenny (F. cons.)
Holland v. Johnson (Mtn. for decree) June 12

Rennett v. Adamson (do.)
Roberts v. Pollard (do.)
Pollard v. Wilson (do.)
Taylor v. Hopkins (Cause)
Fowler v. Pierce (Mtn. for decree)
Foster v. Foster (do.)
Hounsell v. Edwards (Cause)
Mumford v. Little (Mtn. for decree)
Bosville v. Lord Middleton (do.)
Tovell v. Eastern Union Ry. Co. (do.)
The Company of Proprietors of the Leominster Canal Navigation v. The Shrewsbury and Hereford Railway Company (do.)
Browne v. The London Necropolis and National Mausoleum Co. (do.)
Bolden v. Ricoly (Cause)
Webb v. Hewett (Mtn. for decree)
Amiss v. Hall (Fur. consen.)
Startin v. Packover (Mtn. for dec.)
Carey v. Carey (Fur. consen.)
Cockram v. Rogers } Cause.
Cockram v. Rogers }
Dugdale v. Robertson (Mtn. for dec.)
Baker v. Armitage (do.)
East Anglian Railway Co. v. Goodwin (Cause)
Hounsell v. Edwards (Mtn. for dec.)
Whitham v. Whitham (Cause)
Smith v. Long (Fur. hearing on equity reserved
Fisher v. Coffey (Cause)
Bell v. Adams (Fur. consen. & mtn. to vary certificate
Grigg v. Carr (Mtn. for decree).
Robins v. Pearse (do.)
Howell v. Charles (Cause)
Forbes v. Forbes (do.)
London and Blackwall Railway Co. v. The Board of Works for the Limehouse District (do.)

Lovett v. Lovett } Fur. consenon.
Lovett v. Wallis } equity reserved
Potts v. Potts (Mtn, for decree)
Marsh v. Means (do.)
Smith v. Lord Dacre (do.)
Holmes v. Eastern Counties Railway Co. (do.)
Johnson v. Hollingsworth (do.)
Garrett v. Kennedy (Fur. consen.)
Browne v. Green (Claim)
Hall v. Burt (Cause)
Brooke v. Garrod (Mtn. for decree)
Mills v. Hunt (Claim)
Whateley v. Spooner (Mtn. for dec.)
Tomlinson v. Harnew (Cause)
Salisbury v. Denton (Mtn. for dec.)
Hodsoll v. Bird (Cause)
Churchward v. Jackson (Fur. cons.)
Atkinson v. Atkinson (Mtn. for dec.)
Preece v. Seale (Cause)
Davison v. Robinson (do.)
Kennedy v. Sedgwick (Mtn. for dec.)
Shribley v. Lambert } Fur. consen.
Shribley v. Lambert }
Cummins v. Bromfield (do.)
Harris v. Smith (Cause)
Carter v. Carter (Fur. consen.)
Owen v. Hotham (do.)
Spicer v. Fox (Special case)
Claydon v. Finch (Fur. consen.)
Calvert v. Johnson (Special case)
Goodman v. Sherwood (Fur. cons.)
Sympsons v. Prothero (Mtn. for dec.)
Toynbee v. Duckering (Fur. cons.)
Snelgar v. Chambers (Mtn. for dec.)
Addenbrooke v. Ormes } Fur. cons.
Addenbrooke v. Ormes }
Squire v. Turner (Claim)
Marshall v. Jones (Cause)
Hervey v. Mills (Mtn. for decree)
Chambers v. Flood (do.)

House of Lords.

PRESENT SESSION.

(For List of Causes set down for hearing previous to First Session of 1857 see p. 169, *ante.*)

Set down in Session 1857.

Scotland. } The Bartonshill Coal Co. et al. v. Stewart or M'Guire (Bill of Exceptions) ex parte.
Ireland. } M'Mahon v. Sir T. B. Lennard, Bart., et. al. (Writ of
Exch. Chamb. } Error), Bill of Exceptions.
Scotland. ...Stephenson & Co. et al. v. Thomson.
Ireland. } The Midland Great Western Railway of Ireland Co. v.
Chancery. } Johnson & Another.
England. }
Exch. Chamb. } Bagshaw v. Seymour (in Error).
" ...Bagshaw v. Lane (in Error).
Scotland. ...Kippen & Another v. Darley, et. al.
Ireland. }
Chancery. } Rutledge, et al. v. Rutledge & Another.
England. }
Chancery. } Vickers & Another v. Pound et al.
" ...Ricketts, et al. v. Carpenter et al., ex parte as to certain Respondents.
" ...Abbott et al. v. Middleton et al., ex parte as to certain Respondents.

Causes fully heard.

England. }
Chancery. } Wightwick v. Lord.
" ...The Shrewsbury and Birmingham Railway Co. v. the London and North-Western Railway Co. et al.

Claim of Peerage, and Claim to Vote for Representative Peers for Ireland, depending.

Taaffe Peerage. | Earl of Carrick's claim to vote.
Lord Fermoy's claim to vote.

Queen's Bench.

ENLARGED RULES.—TRINITY TERM, 1857,

To the First Day of Term.

Traherne and another v. Gardner and another
The Queen v. The Inhabitants of Aberyskir
The Queen v. Surveyors of Horsforth
The Queen v. William P. Lhoyd
The Queen v. William Cockburn
The Queen v. Sir John Conroy (to come on as a motion)

To the Fourth Day of Term.

The Queen v. The Justices of Gloucestershire

SPECIAL PAPER.

For Judgment.

Dem. Trevelyan v Richards

For Argument.

Dem. Chamberlaine v. Willoughby and another (stands for arrangement)
Sp. Case. Blackwell and another v. Wheatcroft (stands over until judgment given in case in error)
Demrs. Sharp and another v. Waterhouse and another (the case in New Trial Paper to be argued with these demurrers)
Sp. Case. The Metropolitan Board of Works v. The Vauxhall Bridge Company
Demrs. Gurdon v. Norden
Sp. Case. Aldridge v. Johnson
Dem. Scott v. Taylor and another
Demrs. Dixon v. Holroyd

Sp. Case. Howell, Vestry Clerk, &c., v. The London Dock Company
" Clay v. Worms
Dem. The Queen v. Eton College and another
Award. Jackson v. Courtenay, Clerk, and another
Sp. Case. Fraser v. Jordan

NEW TRIAL PAPER.

For Judgment.

London ..... Wheelton and others v. Hardisty

For Argument.

" ..... Bovill v. Keyworth and Another (to be further argued on the second day of Term)

MICHAELMAS TERM, 1856.

Middlesex ..... Fisher v. Jordan (tried during Term)

EASTER TERM, 1857.

" ..... Milburn v. Cotterell
London ..... De la Rue v. Dickinson (for the third day of Term)
" ..... Schuster and Others v. M'Kellar and Another
" ..... Birch, Bart., v. Jury
" ..... Hartley v. Ponsonby
" ..... Summers v. Solomon
Northumberland. Parker v. Winlo
" Stokoe and Another v. Singers
" Heald v. Pickersgill
York ..... Sharpe and Another v. Waterhouse and Another (to come on for argument with the demurrers)
" ..... Dixon v. Holroyd
" ..... The North Eastern Railway Company v. North
" ..... Houldsworth and Others v. Morley
Liverpool ..... Charles v. National Guardian Assurance Society
" ..... Mavrogordato v. Hindson
Somerset ..... Davies v. Morland
Essex ..... Wigfield v. Shield
Sussex ..... Stedman and Another v. Smith
Stafford ..... Baggaley v. Davy
Gloucester ..... Roux v. Cardinal Wiseman
" ..... Packer v. Winterbotham and Another
Pembroke ..... Mathias v. Evans

Tried during Term.

London ..... Simons v. Fisher

CROWN PAPER.—TRINITY TERM, 1857.

New Case.

Kingston-on-Hull.—The Queen on the Prosecution of Local Board of Health, Respondents, v. John B. Barkworth and Another, Appellants.

Common Pleas.

DEMURRER PAPER.—TRINITY TERM, 1857.

Friday, May 22 .....
Saturday, May 23 .....
Monday, May 25 ..... } Motions in arrest of Judgment.
Tuesday, May 26 .....

Special Arguments.—Friday, May 29.

Dem. Tobias v. Jarchow (to stand over till Esposito v. Bowden in Exchequer Chamber is disposed of).
Nisi Pri. Ca. Graham and Another, Assignees, &c. v. Hutchinson and Another.
Co. Cot. Ap. Chesterton, Appellant v. Bramley, Respondent.
Dem. Surr v. Lee.
" Smith v. Mayor, &c., of Harwich.
" The Vestry of St. Pancras v. Battenbury.
Nisi Pri. Ca. Barrick and Others v. Buba and Another.
Ca. by order Emery v. Clark.

Tuesday, June 2.

Co. Cot. Ap. The London and North Western Railway Company, Appellants v. Grace, Respondent.
Nisi Pri. Ca. Carpenter v. Parker.

ENLARGED RULES.

To the First Day of Term.

In the matter of Messrs. Corner, Gentleman.
" the complaint of Thomas Moy v. The Eastern Counties Railway Company.

To the Second Day of Term.

Walker v. Bartlett (until proceedings in Chancery are determined).
Walter and Ux. v. Whitaker.

NEW TRIAL.—HILARY TERM, 1857.

London Wickens v. Steel and Another.
" Michael v. Gillespy.
Middlesex Patten v. Rea.
" Pound v. Dawson and Another.
" Roberts v. Eberhardt.

EASTER TERM, 1857.

London Simmonds v. Tayler, P. O., &c.
" Simpson and Others, Executors, &c. v. The Accidental Death Insurance Company.
Liverpool Bellhouse and Another v. The Mayor, &c., of Manchester
Cambridge Holmes v. Onion
London Rankin v. Payne
Liverpool Jones, Administrator, &c., v. Provincial Insurance Company
London Duff v. Mackenzie
" Cahill and Another Executor, &c., v. Dawson
" Tuff v. Warman
" Lindsay v. Robertson and Others
" Wood v. Layton
York Delaney v. Fox
London Andrews v. Belfield
" Last v. Edwards
Kent Neyler and Another v. Passfield
Northampton Lovell v. Smith
Middlesex Ling v. Croker
Chester Sutton v. Sadler and Another
Middlesex King v. The Accumulative Life Fund and General Assurance Company
" Gauntlett v. King and Another
London Laws and Another v. Rand
Middlesex Horlor v. Carpenter
" Matthews and Another v. Feuillan

Cur. ad. vult.

Fraser v. Hatton and Another
Loder v. Kekule
Florence v. Jenings
Jenings v. Florence
Tetley v. Easton and Another
Cockerell v. Aucompte
Sheetry v. The Professional Life Assurance Company
Giles v. Spencer
Gorrissen and Others v. Perrin and Others

Births, Marriages, and Deaths.

BIRTHS.

GOODSON—On May 17, at 19, Sunderland-terrace, Westbourne-park, the wife of James Goodson, Esq., barrister-at-law, of a son.
PRUDENCE—On May 4, the wife of Stanley G. Prudence, of Gray's-inn, solicitor, of a daughter.
YATES—On May 13, at Wellbank, in the county of Chester, the wife of Joseph St. John Yates, Esq., Judge of County Courts, of a son.

MARRIAGES.

BEVAN—READ—On May 20, at the parish church, Leeds, by the Rev W. F. Hook, D.D., vicar, William Bevan, Esq., of the Old Jewry, and and Westbourne-park, London, to Maria Sofia, eldest surviving daughter of the late Henry Read, Esq., of Lima, Peru.
COLES—SHARMAN—On May 14, at Hardwick, Northamptonshire, by the Rev. Charles Burnham, John Henry Campion Coles, of Eastbourne, Sussex, solicitor, to Sarah Elizabeth, second daughter of Mr. Archibald Sharman, of Hardwick.
GREENHOW—MARTINEAU—On May 20, at the Brixton Unitarian Chapel, Effra-road, by the Rev. James Martineau, of Liverpool, William Thomas Greenhow, Esq., of the Middle Temple, barrister-at-law, to Marion, eldest daughter of the late Charles Martineau, Esq., of Tulse-hill.
PRINGLE—DOPPING—On May 6, at St. Mathew's Church, Guernsey, by the Rev. R. Ozanne, M.A., Charles John Pringle, Esq., of H. M. Dockyard, Woolwich, to Frances Julia, widow of the late Samuel Dopping, Esq., barrister-at-law, and eldest daughter of the late John Hankey Sweeting, Esq., of Kilve Court, Somerset.

DEATHS.

DRYDEN—On May 18, at Cottingham, after a short illness, Wm. Ritson Dryden, Esq., solicitor, of Kingston-upon-Hull, aged 42.
FRESHFIELD—On May 19, at his father's house, in Devonshire-place, James William Freshfield, jun., Esq., solicitor to the Bank, of New Bank-buildings, and Reigate, aged 56.
SMITH—On May 13, at Upper George-street, Bryanston-square, of fever, Mary, widow of the late John Smith, Esq., of Hatch-street, Dublin, barrister-at-law, aged 63.
TOPPING—On May 17, at his residence, 69 Shepperton-cottages, New North-road, Islington, Samuel Robert Topping, Esq., solicitor, aged 71.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BRIDGLAND, THOMAS, Bexley, Kent, labourer, £50 Consols.—Claimed by THOMAS BRIDGLAND.
FRANKLAND, FREDERICK WILLIAM, Muntham, Sussex, Esq., and CHARLES COLVILLE FRANKLAND, Cheltenham, Post Captain, R.N., £179 : 2 : 6 Consols.—Claimed by Sir FREDERICK WILLIAM FRANKLAND, Bart., and CHARLES COLVILLE FRANKLAND.
GRIER, SARAH, Bedford-pl., spinster, £95 : 10 : 11 New 3 per Cents.—Claimed by DAVID JARDINE, surviving executor.
HOLFORD, JOHN JOSIAH, London, merchant, JOHN RICHARD BAKER, Bedford-pl., Esq., and JAMES ABEL, Hampstead, Esq., £200 per annum Long Annuities.—Claimed by EDWARD FREDERICK DIMOND, surviving executor of JOHN RICHARD BAKER, who was the survivor.
IMPEY, ELIJAH BARWELL, Clapham, Surrey, Esq., and GEORGE BRUDENELL MICHELSON LOVIBOND, Manchester-sq., Esq., £78 : 16 : 11.—Claimed by GEORGE BRUDENELL MICHELSON LOVIBOND, the survivor.
INGLIS, Sir ROBERT HARRY, Milton Brian, Beds., Bart., and THOMAS FOWELL BUXTON, North Repps Hall, Norfolk, Esq., £2,000 Consols.—Claimed by Sir THOMAS DYKE ACLAND, Killerton, Devon, Bart., Ven. BENJAMIN HARRISON, Precincts of the Cathedral, Canterbury, and JOHN GREEN, Woburn, Beds., Esq.
MARSDEN, THEODOSIA HARRIETT, Kempsey, Worcestershire, spinster, £37 : 7 : 9 Consols.—Claimed by THEODOSIA HARRIETT MARSDEN.
MULLETT, ROBERT, Barking, Essex, sailmaker, £206 : 9 : 2 New 3 per Cents.—Claimed by ROBERT MULLETT.
PACKE, FRANCES, Kington, Dorsetshire, spinster, £150 New 3 per Cents.—Claimed by FRANCES PACKE.
PILLANS, Rev. WILLIAM HUNTINGDON, Hanley Rectory, Staffordshire, £451 : 17 : 8 Consols.—Claimed by LOUISA JEMIMA PILLANS, widow, sole executrix.
PRICE, MATTHEW GUERIN, Guernsey, Esq., Rev. ALGERNON GRENFELL, Rugby, Warwickshire, JAMES PARKER, Lincoln's-inn, Esq., and GEORGE GISBORNE BABINGTON, Golden-sq., Esq., £110 : 17 : 5 Consols.—Claimed by SARAH ANN BABINGTON, widow, sole executrix of GEORGE GISBORNE BABINGTON, who was the survivor.
RESKAR, HESTER SOPHIA, Shedfield, Wickham, Hants, spinster, £46 : 5 : 4 New 3 per cents.—Claimed by HESTER SOPHIA HAMMOND, widow, formerly HESTER SOPHIA RESKAR, spinster.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

DAVIS, JOSIAH, Merchant; DELANNOY, PETER, Gent.; FOWKS, PETER, Gent.; MICKLETHWAIT, JOSEPH, Merchant; MILLER, THOMAS, Merchant SHEPPARD, WILLIAM, Goldsmith; WEST, LORD; WEST, ANDREW; WEST; EDWARD; WEST, GEORGE; WESTLAND, GEORGE; WESTLAND, ROBERT., The above were all living in London about 1700.—Next of kin to apply to "D.," care of Mr. Maniere, solicitor, 31 Bedford-row.

French, James (whose parents reside in or near Limehouse about seven years ago) left Yarmouth, Nova Scotia, in the year 1846, and has not since been heard of.—His next of kin to apply to "R. C.," 9 Lime-st.

Stewart, Archibald, deceased, supposed to have been a native of Perth, formerly a constable R Division Metropolitan Police, and enlisted about twenty years ago in the Scotch Fusilier Guards.—Next of kin to apply to Mr. Mallalieu, Blackheath-rd., Greenwich.

Money Market.

CITY, Friday Evening.

The funds have been more variable during this week than for some time past. On Monday there was improvement both in English and Foreign securities. Subsequently the tendency has been downward, resulting in a decline of ¼ per cent. in consols. Foreign Securities were proportionably heavy. The demand for discount has been very active for the purpose of carrying over accounts to the next settlement of consols. Generally, the demands for money have been numerous but without any great degree of pressure. The Government brokers continue their daily purchases of £30,000 exchequer bills. From the Bank of England return for the week ending the 16th May, 1857, which we give below it appears that the amount of notes in circulation is £19,244,925 being a decrease of £96,665, and the stock of bullion in both departments is £9,853,609, showing an increase of £45,482 when compared with the previous return.

It has been stated that the directors of the Bank of France are engaged in making fresh purchases of gold, but the fact is not clearly ascertained. A very heavy failure has occurred in the Paris money market. The defaulter, M. Thurneyssen, is a family connection of M. Pereire, the President of the Crédit Mobilier.

In Mark Lane there was on Monday a further decline in the price of grain, since which more steadiness has been apparent. From the country, reports have been variable. At Manchester, Birmingham, and other markets where large consumption exists, there has been some recovery. In the agricultural districts prices have followed the decline in Mark Lane. Arrivals from abroad have been tolerably large at Liverpool. If the opinion should prevail that the price of grain is likely to be too much depressed, such fears will be relieved by a statement lately published, to the effect that, in spite of free trade, and the importation of forty million quarters of wheat, the average price during the ten years ending with 1856, has been but one shilling a quarter less than during the ten years which ended with 1846, and two shillings greater than in the ten years which ended with 1836, when protection was in its greatest strength.

The last accounts from India and China have imparted fresh activity to the demand for silver and gold for exportation to the East. The amount of the precious metals exported from this country to India and China in the present year, up to the end of April, is £5,553,240. During the corresponding period of last year the amount was £3,202,984, and the excess of this year is believed to have increased during the present month. Previous intelligence, together with the state of the exchange, led to the conclusion that further exportation would not be in demand, but this view is not confirmed by recent arrivals. Silver is in active request for shipment to India, and about £200,000 in gold is said to have been drawn from the Bank, to supply the demand in Scotland. These circumstances make it appear that the drain of bullion, and the high rate of interest which have so long ruled the money market in this country, are still in operation. Reports from the maufacturers of cotton and wool represent great flatness to exist in their trades. Since the late change of wind, the importation of cotton at Liverpool has been very large. If the price declines in consequence of this large supply, it is probable that operations at Manchester will become more active.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 16TH DAY OF MAY, 1857.

Issue Department.

	£		£
Notes issued	23,594,790	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,119,790
		Silver Bullion	...
	£23,594,790		£23,594,790

Banking Department.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,329,041
Rest	3,340,201	Other Securities	18,445,666
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,651,924	Notes	4,349,865
Other Deposits	9,589,236	Gold and Silver Coin	733,819
Seven day & other Bills	724,030		
	£33,858,391		£33,858,391

Dated the 21st day of May, 1857 M. Marshall, Chief Cashier.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	212 14	213½ 12	213½	213½ 12	...	...
3 per Cent. Red. Ann.	92½ ⅝	92½ ⅝ ⅜	92½	92½ ⅝ ½	92½ ½	92½
3 per Cent. Cons. Ann.	93⅛ ¼	93⅛ 4	93⅛ 4	93⅛ ¼ ⅜	93⅛ ⅜	93⅛
New 3 per Cent. Ann.	92⅛ ¼	92⅛ ⅛ ¼	92⅛ ⅛	92⅛ ⅛	92⅛ ⅛ ⅜	92⅛
New 2½ per Cent. Ann.	...	...	78	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2 7-16	2 7-16	2 7-16	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. do. 1860	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	18 1-16	...	17⅛	18	...	...
India Stock	220	222	222	222	...	...
India Bonds (£1,000)	...	...	...	7s. dis.	4s. dis.	3s. dis.
Do. (under £1,000)	...	4s. dis.	7s. dis.	...	3s. dis.	...
Exch. Bills (£1,000) Mar.	5s. pm.	3s. pm.	5s. pm.	4s. pm.	5s. pm.	5s. pm.
June	par	2s. pm.	3s. pm.	3s. pm.	2s. pm.	1s. pm.
Exch. Bills (£500) Mar.	5s. pm.	5s. pm.	6s. pm.	...	4s. pm.	4s. pm.
June	par	...	5s. pm.	...	4s. pm.	...
Exch. Bills (Small) Mar.	5s. pm.	...	3s. pm.	6s. pm.	4s. pm.	...
June	par	...	5s. pm.	5s. pm.	3s. pm.	2s. pm.
Exch. Bonds, 1858, 3½ per Cent.	98⅛ ⅜	...	...	...	...	99
Exch. Bonds, 1859, 3½ per Cent.	98⅛ ⅜	98⅜	98⅜ ½	...	...	...

Insurance Companies.

May 8.

Equity and Law	5⅞
English and Scottish Law	4⅛
Law Fire	3⅜
Law Life	62 x d
Legal and General Life	5
London and Provincial	3

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	73 2⅜	73⅛	72⅜ 3	72⅜	72½	71⅜
Chester and Holyhead	35⅛	35⅜ ⅛	...	35⅜	36½	36
East Anglian	...	19⅛	19⅛	19	...	18⅜
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	97⅛	98	...	...
Edinburgh and Glasgow	61⅞	61⅛	...	61	60	...
Edin., Perth. & Dundee	33⅛	33⅜	33½ 2⅜	33½ 2⅜	32⅜ ⅜	33½
Glasgow & South Western	...	...	...	...	99	...
Great Northern	...	97⅝	98 7⅛	97⅛ ⅛	...	...
Gt. South & West. (Ire.)	...	...	103	102⅜ 3⅛	103⅛	103⅜
Great Western	67⅛ ⅛	67⅛ 7	66⅜ ⅛ ⅜	66⅜	66⅛	66⅜
Lancashire & Yorkshire	101⅜	102 1⅜	101⅜ ⅜	101⅜ ⅜	101⅛ ⅛	100⅛
Lon., Brighton, & S. Coast	111⅛	111½	111⅛ ⅛	111⅛	111⅛	112
London & North Western	105⅜ 6	105⅛ ⅜	105⅛ ⅜	104⅜ 5⅛	104⅜ 5	104⅛
London and S. Western	99⅜	99⅜	99⅜ 9	99⅛ 8⅜	99 8⅛ ⅜	98⅜
Man., Shef., and Lincoln	43 2⅜	43½ ⅜	43⅛	42⅛ 1⅛	42 1⅛ 2⅛	41⅛
Midland	83⅜ ⅛	83⅜ ⅜	83⅜ ⅜	83⅛ 2⅛	83 2⅜	82⅛
Norfolk	65 4⅛	64	64	...	63⅛ 4	...
North British	43⅛ 3	...	...	43	43	...
North Eastern (Berwick)	87⅛	87⅛ ⅛	...	87⅛ 6⅛	87 6⅛	86⅛
North London	...	...	97⅛	...	...	...
Oxford, Worc. & Wolv.	31⅛	31⅛	...	...	30⅛ ⅜	...
Scottish Central	...	106	107	...	...	...
Scot. N.E. Aberdeen Stock	...	...	25⅜	...	25⅛	25⅜
Shropshire Union	...	...	...	49	49⅛	...
South-Eastern	75	75	...	...	...	...
South-Wales	86⅛ ⅛	86⅛ ⅛	86⅛	86⅛	...	...

London Gazettes.

Bankrupts.

Tuesday, *May* 19, 1857.

ATKINSON, George, Commission Agent, Lincoln. June 10 and July 8, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Chambers, Lincoln. *Pet.* May 13.

BROWN, John Henry, jun. (Brown, Brothers, & Co.), Commission Merchant, Newcastle-upon-Tyne. May 29, at 11, and July 14, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Hoyle, Newcastle-upon-Tyne; or Watson, 10 Royal-arcade, Newcastle-upon-Tyne. *Pet.* May 5.

COX, HENRY IVIMEY, Grocer, High-st., *Stratford* (and not *Shalford*, as advertised in last Friday's *Gazette*).

ELLIS, ALFRED, Wine Merchant, Wimborne, Dorset. May 30, at 12, and June 30, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Taylor & Woodward, 28 Gt. James-st., Bedford-row. *Pet.* April 30.

GREGORY, WILLIAM JOHN, Bedding Manufacturer, Leeds. June 8, at 12, and July 6, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Dibb, Atkinson, & Piper; or Markland, Leeds.

HILL, CHARLES WILLIAM, Anvil-maker, Digbeth, Birmingham. June 1 and 22, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Hodgson & Allen, Birmingham. *Pet.* May 15.

KEMP, THOMAS REGINALD, & GEORGE CLAY, Bill Brokers, 7 Nicholas-la., Lombard-st. May 30, at 11, and June 30, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* May 16.

LEWIS, LEWIS, Draper, 58 Exmouth-st., Clerkenwell. June 2, at 2, and June 30, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Jones, 15 Size-la. *Pet.* May 8.

MOODY, CHARLES, Saw and File Maker, 128 Queen-st., Portsea. May 28, at 11.30, and June 25, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Maples, Maples, & Pearse, Frederick-pl., Old Jewry. *Pet.* May 16.

MUNDAY, SAMUEL, Baker, 110 High-st., Gosport. May 29, at 12, and July 3, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Low, 65 Chancery-la. *Pet.* May 16.

STEVENTON, THOMAS BAILEY, Grocer, Stoke-la., Stoke-upon-Trent, Staffordshire. May 29 and June 19, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Stevenson, Stoke-upon-Trent; or Hodgson & Allen, Birmingham. *Pet.* May 15.

TORRING, RICHARD, Builder, 50 Cobourg-st., Plymouth. May 25, at 10, and June 22, at 1; Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Edmonds & Sons, Parade, Plymouth. *Pet.* May 18.

WARD, GEORGE, Licensed Victualler, Liverpool. June 4 and 25, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Neal & Martin, Sweeting-la., Liverpool. *Pet.* May 13.

WARD, SAMUEL PEACE, Timber Merchant, Cheshunt, Hertfordshire, late of 8 Ledbury-ter., Westbourne-grove West, Bayswater. May 28, at 12, and June 26, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* King & George, King-st., Cheapside. *Pet.* May 12.

FRIDAY, *May* 22, 1857.

BAKER, BENJAMIN, Apothecary, Cardiff, Glamorganshire. June 3 and July 6, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Cruttwell & Co., Bath; or Bevan & Girling, Bristol. *Pet.* May 18.

BARBER, JOHN, Miller, Canal-st. and John-st., Derby, and Stanley. June 9 and 23, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Baker, Derby; or Reece, Birmingham. *Pet.* May 14.

BENTLEY, JAMES, Ironmonger, Warrington. June 10 and July 1, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Sale, Worthington, & Shipman, Manchester; or Baker, Birmingham. *Pet.* May 16.

BOOTH, GEORGE ROBINS, Engineer, 9 Portland-pl., Wandsworth-rd. June 2, at 12.30, and June 30, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Greatorex, 58 Chancery-la. *Pet.* May 19.

CARRIER, THOMAS, General-dealer, Wolverhampton. June 5 and 26, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Bartleet, Wolverhampton; or Finlay Knight, Birmingham. *Pet.* May 21.

DANCE, JOHN, & HENRY WANE, Grocers, Fairford, Gloucestershire. June 3 and July 7, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Trenerry, Bristol. *Pet.* May 13.

ELSAM, EDWARD, Merchant, Liverpool; and at Bombay (Elsam & Brother). May 29 and June 25, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Fletcher & Hull, North John-st., Liverpool. *Pet.* May 15.

HAIR, JOHN (John & Joseph Hair), Ship and Insurance Broker, Newcastle-upon-Tyne. June 11, at 11, and July 10, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* T. & W. Chater, Newcastle-upon-Tyne. *Pet.* May 19.

ILIFFE, JAMES, Commission Agent, Edmund-st., Birmingham, and lately of 53 Watling-st., Cheapside. June 3 and 24, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Reece, Birmingham. *Pet.* May 14.

JONES, THOMAS, Grocer, High-st., Merthyr Tydfil, Glamorganshire. June 3 and July 7, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Small-st., Bristol. *Pet.* May 13.

KEETLEY, ROBERT, Ship Builder, Great Grimsby, Lincolnshire. June 3 and July 8, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Richardson & Sadler, 14, Old Jewry-chambers, London, or Bond & Barwick, Leeds. *Pet.* May 8.

MANSER, FRANCIS, Baker, 1, Brownlow-pl., Queen's-rd., Haggerstone, Shoreditch. June 2, at 12, and July 3, at 11; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Small, 20, Lawrence-lane, London. *Pet.* May 19.

PARRY, JOEL, & JOSEPH PARRY, Builders, Houghton-st., Clare-mkt. May 29, at 11, and July 3, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Murrough, 5 New-inn. *Pet.* May 14.

PRIESTLEY, LUKE, Worsted Manufacturer, Dudley-hill, Bradford, Yorkshire. June 4 and July 3, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Barber, Brighouse; or Cariss & Cudworth, Leeds. *Pet.* May 20.

RICHARDS, WILLIAM HENRY, & SIGISMUND LOUIS BORKHEIM, Merchants, 7, Gracechurch-st., and at Balaklava, in the Crimea. June 2, at 2, and June 30, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Dimmock & Burbey, 2 Suffolk-lane. *Pet.* May 21.

SAVAGE, JAMES, sen., CHARLES JOHN SAVAGE, & JAMES SAVAGE, jun., Shirt Manufacturers, 40 Noble-st. June 2, at 12.30, and June 30, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* May 23.

TEALL, EDWARD, & REUBEN TEALL, Boat Builders, Leeds. June 4 and July 3, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Weddall & Parker, Selby, or Bond & Barwick, Leeds. *Pet.* May 14.

BANKRUPTCIES ANNULLED.

TUESDAY, *May* 19, 1857.

DOWLAND, FREDERICK BLUCHER, Builder, 3 Dacre-pl., Church-la., Lee, Kent. May 16.

FOX, CHARLES, Corn and Flour Dealer, Chester-rd., Hulme, Manchester. May 14.

FRIDAY, *May* 22, 1857.

BOOKLESS, JAMES (Miller & Bookless), Grocer, Maryport, Cumberland. April 9.

MEETINGS.

TUESDAY, *May* 19, 1857.

ANDERSON, GEORGE, Stationer, 190 Upper-st., Islington. June 11, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

BENNETT, ANTHONY, Painter, Ashton-under-Lyne, Lancashire. June 10, at 12; Manchester. *Com.* Jemmett. *Div.*

BYERS, MICHAEL, & THOMAS BYERS, Shipbuilders, Monkwearmouth Shore, Sunderland. June 10, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Second Div.* joint est.; and sep. est. M. Byers.

CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton, Northumberland. June 11, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.* sep. est. R. R. Charles.

COGDON, THOMAS HENRY, Plumber, Sunderland. June 12, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

CRAIG, SAMUEL, Grocer, Nuneaton, Warwickshire. June 12, at 11.30; Birmingham. *Com.* Balguy. *Div.*

DAVIS, DAVID, General-shop-keeper, Merthyr Tydfil, Glamorganshire. June 11, at 11; Bristol. *Com.* Hill. *Final Div.*

FAIRHEAD, EPHRAIM, Cattle-dealer, Cressing, near Braintree, Essex. June 11, at 2; Basinghall-st. *Com.* Evans. *Div.*

GEOGHEGAN, SLEATER, Engraver, 7 Palsgrave-pl., Strand. June 10, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

HANBURY, JONATHAN, Grocer, Matfield-green, Brenchley, Kent. June 10, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

INKERSOLE, JOHN, Brewer, Sawbridgeworth, Hertfordshire. June 9, at 12.30; Basinghall-st. *Com.* Fonblanque. *Div.*

LAIDLER, THOMAS (John Carr & Co.), Coke-burner, Jarrow, Durham; in copartnership with John Carr, Coalowner, Denton, Northumberland. June 11, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.* joint est.; and sep. est. of T. Laidler.

LAIDMAN, LEONARD, Stationer, 100 Chancery-la., and Wentworth-lodge, Coborn New-rd., Bow. June 11, at 1; Basinghall-st. *Com.* Evans. *Div.*

M'CARTHY, JOHN, Publican, Wheeler-st., Aston, Birmingham. June 10, at 10.30; Birmingham. *Com.* Balguy. *Div.*

MOORE, WILLIAM (Timbrell & Moore), Blue and Medley Dyer, Bradford, Wilts. June 11, at 11; Bristol. *Com.* Hill. *Final Div.*

SOLOMON, JOHN, Shipowner, 12 Circus, Minories, formerly of 62 Duke-st., Liverpool. June 9, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

TAYLOR, ALFRED, Builder, Wednesbury, Staffordshire. June 12, at 11.30; Birmingham. *Com.* Balguy. *Div.*

TURNER, JAMES, Oil and Grease Merchant, Newcastle-upon-Tyne. June 12, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

WENDEN, WILLIAM, Cattle-dealer, Great Bromley, Essex. June 5, at 11; Basinghall-st. *Com.* Evans. *Last Ex.*

FRIDAY, *May* 22, 1857.

BRAY, THOMAS, Architect and Builder, Chelmsford, Essex, June 12, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

BRYAN, JOHN, Electro-plater and Cutler, 8 Dyer's-bldgs., Holborn. June 12, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

EVANS, OWEN, Surgeon, 148 Westbourne-ter., Hyde-park. June 12, at 12; Basinghall-st. *Com.* Fane. *Div.*

HARRADINE, JOHN THANG, Farmer, Needingworth, Huntingdonshire. June 13, at 11; Basinghall-st. *Com.* Fane. *Div.*

HELSBY, ROBERT, & JOSEPH HELSBY, Builders, Garston, Childwall, Lancashire., and Warrington. June 12, at 11; Liverpool. *Com.* Stevenson. *Div.* sep. ests. of each.

MARRIOTT, THOMAS, Tailor, Nottingham. June 16, at 10.30; Nottingham. *Com.* Balguy. *Div.*

MARTIN, FREDERICK, Innkeeper, Camelford-st., Brighton. June 2, at 2; Basinghall-st. *Com.* Fonblanque. (*By adj.* from May 5) *Last Ex.*

MORRIS, EDWARD JOSEPH, Wine and Spirit Dealer, Malpas, Cheshire. June 17, at 11; Liverpool. *Com.* Perry. *Div.*

NEALE, HARRIETT, WILLIAM NEALE, & JOHN NEALE, Hollow-ware Manufacturers, Liverpool. June 12, at 11; Liverpool. *Com.* Stevenson. *Div.*

PAXON, WILLIAM, Corn-dealer, 20 Queen's-rd., Bayswater. June 12, at 11; Basinghall-st. *Com.* Fane. *Div.*

RENNISON, FRANK (F. Rennison & Co.), Merchant, 21 Milk-st., Cheapside; also 8 Matson-ter., Kingsland-rd., Master of a Day-school. June 2, at 1.30; Basinghall-st. *Com.* Fonblanque. (*By adj* from May 5) *Last Ex.*

SOLOMON, SOLOMON, Tailor, 1 Strand. June 2, at 1; Basinghall-st. *Com.* Fonblanque. (*By adj.* from May 5) *Last Ex.*

TASKER, WILLIAM, & JOHN AUDUS, Potato Merchants, Selby, Yorkshire, and at Hampstead-rd. June 12, at 11; Leeds. *Com.* West. *Div.* joint est.; and sep. est. of W. Tasker.

TRIGGS, JAMES, WILLIAM TRIGGS, & EDWARD TRIGGS, Upholsterers, High-st., Southampton. June 12, at 12; Basinghall-st. *Com.* Fane. *Div.*

WELLS, THOMAS, Grocer, 34 Dorset-pl., Clapham-rd. June 3, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from April 17) *Last Ex.*

WHITESIDE, JOSEPH (Cousens & Whiteside), Watch and Clock Manufacturer, 27 Davies-st., Berkeley-sq. June 15, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

WIMPENNY, URIAH, Woollen Cloth Manufacturer, Holme Bridge, Almondbury, Yorkshire. June 12, at 11; Leeds. *Com.* West. *Div.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *May* 19, 1857.

BEVAN, EDWARD, Victualler, Kidderminster, Worcestershire. June 11, at 10.30; Birmingham.

BIRNSTINGL, LOUIS, Merchant, 8 Broad-st.-bldgs. June 10, at 1.30; Basinghall-st.

CLINCH, ROBERT, Livery-stable-keeper, Salisbury, Wilts. June 10, at 1.30; Basinghall-st.

FAITHFULL, HENRY (Droege, Faithfull, & Ledger), Shipowner, Woodstock-rd., East India-rd., Blackwall; formerly of Tonbridge-pl., Newrd. June 9, at 1; Basinghall-st.

GRIFFITH, RICHARD, sen., & RICHARD GRIFFITH, jun. (Griffith & Son), Brassfounders, 20 Hatton-wall, and 20 and 21 St. James's-walk, Clerkenwell. June 10, at 12; Basinghall-st.

HARVEY, JAMES STEEN, Grocer, Birmingham. June 18, at 10; Birmingham.

MEYER, MAURICE, & SIGISMUND SECHEL (Meyer & Co.), General Merchants, 30 Newgate-st. June 10, at 1; Basinghall-st.

TURNER, JAMES, Oil and Grease Merchant, Newcastle-upon-Tyne. June 12, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

WATMOUGH, GEORGE, Draper, now of Bolton and Sheffield, formerly of Chester. June 25, at 1; Manchester.
WATMOUGH, EDWARD, Draper, Manchester. June 25, at 12; Manchester.

FRIDAY, *May* 22, 1857.

CATT, JESSE, Licensed Victualler, Ship Tavern, Little Tower-st. June 12, at 1; Basinghall-st.
HUGHES, THOMAS, Innkeeper, Dudley, Worcestershire. June 11, at 10.30; Birmingham.
KING, JOSEPH FRANCIS, Builder, 3 Bellevue-villas, Seven Sisters-rd., Holloway. June 15, at 11; Basinghall-st.
MARRIOTT, THOMAS, Tailor, Nottingham. June 16, at 10.30; Nottingham.
MOORE, EDWARD DUKE, Merchant. Broomfield House, Southgate, and 114 Minories. June 12, at 2; Basinghall-st.
WHISTON, FREDERICK WILLIAM, Druggist, Birmingham. June 18, at 10.30; Birmingham.
WOOD, ALFRED CHARLES, Linendraper, Pershore, Worcestershire. June 11, at 10.30; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *May* 19, 1857.

BAILEY, WILLIAM LAMONT, & RICHARD HARVEY, jun., Merchants, 23 Crutched-friars. May 13, 2nd class to R. Harvey, jun.
BALDING, JAMES, Hat Manufacturer, Kings Arms-pl., Old Kent-rd. Feb. 17, 3rd class.
BEE, FRANCIS, Table-knife Manufacturer, Sheffield, Yorkshire. May 9, 3rd class.
BRADBURY, SAMUEL, Cheesemonger, 100 Holborn-hill. May 26, 3rd class; to be suspended for two years from May 26.
BUNTING, HORATIO, Seedsman, Colchester, Essex. May 13, 2nd class.
CAMPIN, HENRY, Warehouseman, 87 Watling-st. May 12, 2nd class.
COOPER, CHARLES, Grocer, High-st., Wandsworth, Surrey. May 14, 2nd class.
SMITH, JAMES, Cattle-dealer, Egham Hythe, Egham, Surrey. May 12, 2nd class.
MOSLEY, EDWIN, Goldbeater, 5 Hyde-st., Bloomsbury. May 13, 2nd class.
ROBSON, CHARLES OSWALD, Wharfinger, Belmont Wharf, York-rd., King's-cross. May 11, 3rd class; to be suspended for three months from May 11
SPILSBURY, GEORGE, Builder, Wolverhampton, Staffordshire. May 14, 2nd class.
STOVELD, MARGARET JANE, Shipbuilder, Blyth, Northumberland. May 15, 3rd class; to be suspended until Sept. 29.
SUCKLING, JOSEPH, jun., Hop and Provision Dealer, Birmingham May 14, 3rd class, after a suspension of one year and six months.

FRIDAY, *May* 22, 1857.

GEOGHEGAN, SLEATER, Engraver, 7 Palsgrave-pl., Strand, May 18, 2nd class.
HAWKINS, JAMES, Corn Dealer, Richmond-st., Woolwich, Kent. May 18, 3rd class; having been suspended from Nov. 14, 1856, to Feb. 14, 1857.
LLOYD, DAVID, Merchant, 36 Cannon-st., and Lewisham, Kent. May 14, 3rd class.
PULBROOK, FREDERICK, Grocer, Surbiton, Kingston-upon-Thames. May 15, 3rd class.
STANBURY, JOSHUA DOWNING, Draper, Richmond, Surrey. May 15, 1st class.
WAKINSHAW, JAMES, Iron Manufacturer, Monk Wearmouth Iron Works, Monk Wearmouth, Sunderland. May 19, 3rd class; subject to suspension until 1st Sept. next.
WALTERS, JOSEPH, Hatter, Northampton. May 15, 2nd class.
WARD, LUKE, Plumber, Wisbech Saint Peter, Cambridgeshire. May 15, 3rd class.

DIVIDENDS.

TUESDAY, *May* 19, 1857.

BOUGH, JAMES, Carpet Manufacturer, Kidderminster. First Div. 1*s.* 9½*d.* on new proofs, being portion of first div. of 2*s.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 and 3.
BRIDGMAN, CHRISTOPHER VICKRY, Scrivener, Tavistock, Devon. First, 3*s.* 6*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.
CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton. First, 2*s.* 6*d.* joint est.; and 5*s.* sep. est. W. Fordyce. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 3.
HART, RICHARD, Wine and Spirit Merchant, Hartlepool. First and final, 2*s.* 6*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 3.
HEMINGSLEY, THOMAS, Cut-nail Manufacturer, Walsall. First, 1*s.* 5½*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 and 3.
HOWGATE, HENRY, & GEORGE HOWGATE, Steel Converter, Sheffield. First, 5*s.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 and 2.
MEEKE, JOSEPH, Draper, Sheffield. Second, 7½*d.*; and first and second on new proofs, 2*s.* 10½*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 and 2.
RODGERS, THOMAS, Grocer, Attercliffe-cum-Darnall, Yorkshire. First, 6*s.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 and 2.
ROWE, EDWARD, & EDWARD ROWE, jun., Stationers, Penzance, Cornwall. Second, 9½*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.
SMITH, MATTHEW, Manufacturer, Sheffield-st. First, 2*s.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 and 2.
UNWIN, GEORGE, Scale Presser, Sheffield. First, 7½*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 and 2.
WOOD, BENJAMIN, Boiler Manufacturer, Sheffield. Second, 1*s.* 6½*d.*; and first and second on new proofs, 5*s.* 6½*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 and 2.

FRIDAY, *May* 22, 1857.

JOHNSON, JOHN, Ironmonger, Bourn, Lincolnshire. Second, 5*d.* *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.
RIDGE, GEORGE, & THOMAS JACKSON, Booksellers, Sheffield. Second, 5*s.* 7½*d.*; and first and second, 12*s.* 3½*d.*, on new proofs. *Brewin*, 11, St. James's-st., Sheffield; any Tuesday, 11 & 2.
ROBERTS, GEORGE, Draper, Stamford, Lincolnshire. First, 3*s.* *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

Professional Partnerships Dissolved.

FRIDAY, *May* 22, 1857.

COOKE, JNO. & J. E. BEALES, Attorneys and Solicitors, 1 Paper-bldgs., Temple; and Wallingford, Berks. March 7.
CUTLER, CHARLES, & HENRY DRUCE, Attorneys and Solicitors, 5 Bell-yd., Doctors'-commons. May 2.
MARDON, WILLIAM, & WILLIAM TAYLOR PRICHARD, Solicitors and Attorneys, Christ-chambers, 99 Newgate-st. May 20.

Assignments for Benefit of Creditors.

TUESDAY, *May* 19, 1857.

BARBER, GEORGE, & GEORGE SHACKLETON, Brewers, Wakefield, Yorkshire. May 6. *Trustees*, T. Harrison, Maltster, Field-head, Stanley-cum-Wrenthorpe, Wakefield; J. Dyson, Hop Merchant, Chapelthorpe, Sandal Magna, Yorkshire. *Sols.* Harrison & Nettleton, Wakefield.
BASSE, JAMES, & SOLOMON LINDO, Wine and Spirit Merchants, 4 Savage-gardens, Tower-hill. May 14. *Trustees*, E. C. Nicholls, Esq., Skinner's-pl., Sise-la.; C. F. Kemp, Accountant, 7 Gresham-st. *Sols.* Lawrence, Smith, & Fawdon, 12 Bread-st., Cheapside.
CANSDALE, JAMES MAYHEW, Draper, Liverpool. April 27. *Trustees*, T. P. Tyas, Warehouseman, Manchester; F. Price, Licensed Victualler, Liverpool. *Sol.* Bell, Manchester.
DERHAM, RICHARD JONES, Cooper, Bristol. May 7. *Trustees*, T. Reynolds, Iron Merchant, Bristol; E. H. Shoard, Timber Merchant, Bristol. *Sols.* Brittan & Sons, Small-st., Bristol.
HIRST, GEORGE MILNES, & WILLIAM FREDERICK WILMAN, Manufacturers, Batley, Yorkshire. May 1. *Trustees*, J. Bagshaw, T. Hirst, J. Blackburn, and J. Hall, Batley. *Sols.* Scholes & Son. Dewsbury.
HIRST, GEORGE MILNES, GEORGE HIRST, & WILLIAM FREDERICK WILMAN, Manufacturers, Batley, Yorkshire. May 1. *Trustees*, T. Hirst and J. Bagshaw, Batley. *Sols.* Scholes & Son, Dewsbury.
MOORE, HENRY, & THOMAS MOORE, Woolstaplers, Leatherhead, Surrey. April 22. *Trustee*, G. F. Arthur, Grocer, Leatherhead. *Sol.* White, Epsom.
OVITTS, GEORGE, & CORNELIUS WILLIAM OVITTS, Upholsterers, 238 High-st., Poplar, and 60 High-st., Gravesend. April 25. *Trustee*, T. Tapling, Carpet Warehouseman, Wood-st. *Sols.* Lawrence, Smith, & Fawdon, 12 Bread-st., Cheapside.
ROBINSON, MARY JANE, Spinster, 106 North Marine-rd., Scarborough. April 22. *Trustees*, W. Simpson, Cabinetmaker, Scarborough; R. T. Morley, Draper, Scarborough. *Sols.* Hesp, Uppleby, & Moody, Scarborough.
ROE, FREDERICK, Grocer, Leicester. April 28. *Trustees*, J. Swain and T. Nunneley, Wholesale Grocers, Leicester. *Sol.* Stevenson, New-st., Leicester.
YAPP, JOHN, Jeweller, Birmingham. May 8. *Trustees*, J. Thomason, Silversmith, Birmingham; T. Aston, Jeweller, Birmingham. *Sols.* Gem, Docker, & Sutton, 1 New Hall-st., Birmingham.

FRIDAY, *May* 22, 1857.

BURNETT, DAN, Stonemason, Halifax, Yorkshire. May 9. *Trustees*, J. Wormersley, Stone Merchant, Southowram, Halifax; J. Haigh, Stone Merchant, Northowram; W. Barrett, Stone Merchant, Halifax. *Sol.* Robson, 16 George-st., Halifax.
HARTLEY, JAMES SMYTH, Cotton Manufacturer, Colne, Lancashire, and GEORGE LORD, Commission Agent, Colne. April 22. *Trustees*, W. H. Ormerod, Commission Agent, Manchester; T. Hartley, Sizer, Colne. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.
WORSLEY, Rev. WILLIAM, Dissenting Minister, Morton, Gainsborough, Lincolnshire. April 27. *Trustees*, F. Gamble, Merchant, Gainsborough; W. Forrest, Gent., Gainsborough. *Sol.* Worsley, Gainsborough.

Winding-up of Joint Stock Companies.

TUESDAY, *May* 19, 1857.

UNITED GENERAL BREAD AND FLOUR COMPANY FOR PLYMOUTH, STONEHOUSE, AND DEVONPORT.—A special resolution to wind up voluntarily this Company was passed in a General Meeting held May 12.

FRIDAY, *May* 22, 1857.

CROOKHAVEN MINING COMPANY OF IRELAND.—A petition for the dissolution and winding up of this Company was, on May 21, presented by Francis Smith and George Clement, which will be heard before V. C. Wood on June 6. Gregson & Son, Sols., 8 Angel-ct., Throgmorton-st., agents for Scrivens & Young, Hastings.
EASTERN ARCHIPELAGO COMPANY (Limited).—All persons having any claims on this Company are to present and prove the same on or before July 1.—63 Cornhill.

Scotch Sequestrations.

TUESDAY, *May* 19, 1857.

AITKEN, WILLIAM, Baker, Polmont, Falkirk. May 25, at 2, Red Lion Hotel, Falkirk. *Seq.* May 15.
BROWN, THOMAS, Commission Agent, 7 Melville-st., Portobello. May 26, at 3, Dowells & Lyon's Rooms, 18 George-st., Edinburgh. *Seq.* May 14.
CUMMING, JOHN HISLOP (Angus Cumming & Co.), Commission Merchants, Virginia-st., Glasgow. May 26, at 12, Buck's Head Hotel, Argyle-st., Glasgow. *Seq.* May 13.
DOUGLAS, JOHN, Measurer, Glasgow. May 26, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* May 13.
HOOD, JAMES RAMAGE (Hood & Co.), Draper, Kelso. May 22, at 3, Smiths & Robson, Sols., Kelso. *Seq.* May 12.

FRIDAY, *May* 22, 1857.

M'NAIR, GILBERT BEITH (Virtue & M'Nair), Wholesale Fruit Merchant, Glasgow. May 29, at 12, Faculty Hall, Saint George's-pl., Glasgow. *Seq.* May 20.
MILLS, JAMES, Dyer, Glasgow. June 1, at 2, Globe Hotel, George-sq., Glasgow. *Seq.* May 20.
STUART, ROBERT, Commission Merchant, Glasgow. May 27, at 2, Faculty-Hall, St. George's-pl., Glasgow. *Seq.* May 18.
WATSON, ALEXANDER, & WILLIAM HOUSTON REID, Painters, Glasgow. June 1, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* May 20.
WHYTE, ROBERT (Whyte, Brothers, & Co.), Wool Merchants, Glasgow. May 29, at 1, Maclean's Globe Hotel, George-sq., Glasgow. *Seq.* May 15.
WILLIAMSON, JAMES, North Richmond-st., Edinburgh (lately Prisoner in the Prison of Edinburgh). May 27, at 3, Stevenson's Rooms, 4 Saint Andrew-sq., Edinburgh. *Seq.* May 16.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE SOLICITORS' JOURNAL.

LONDON, MAY 30, 1857.

THE JOINT-STOCK COMPANIES BILL.

The Bill which has been introduced by the Attorney-General nominally for the amendment of the Winding-up Acts, but mainly for the purpose of legalising the intended compromise in the case of the Royal British Bank, was read a second time without opposition on Thursday evening. The Attorney-General professed his readiness to consider any amendments which might be suggested in committee, and as very considerable alterations will be needed to make the measure at all satisfactory as a piece of permanent legislation, it is to be hoped that the Bill will not be hurried through its stages without full consideration.

The mischief to be remedied is notorious enough; and probably there is not a member in the House, or a lawyer out of it, who would say that the law ought to remain in its present anomalous condition. It has been denounced in the strongest terms from the bench, and popular feeling has approved the outcry against the slovenly and disgraceful legislation which has been the means of preventing a satisfactory settlement of the demands of the creditors of the swindling bank.

The existing law may be very shortly summed up: The shareholders in a joint-stock bank are individually liable to make good every farthing of the debts of the concern. By the Joint-Stock Companies Act, every creditor is entitled to take proceedings, under which he can issue execution for the full amount of his debt, against any one of the shareholders. Under the Winding-up Acts, the shareholders may get their liabilities relieved by the application of the corporate assets to the debts of the concern so far as they may suffice for the purpose, and may have the remaining deficit supplied by means of rateable calls upon the various members. At one time the Courts of law seemed to consider that the pendency of winding-up proceedings was a sufficient reason for withholding their assent to executions against individual shareholders. Unfortunately, though no doubt correctly in point of law, they have now adopted the practice of permitting executions to be levied notwithstanding that the official manager may be in course of getting in contributions, with every prospect of being able to provide 20*s.* in the pound. The consequence of this, in the case of the Royal British Bank, together with the litigation which arose out of the bankruptcy, has been, that shareholders have been put to flight, and that the excessive eagerness with which some creditors have pressed on their remedies has rendered it rather problematical whether the official manager will be able to raise a sufficient sum by calls to pay off the whole liabilities. The law has thus worked ruin to the shareholders who have remained to face their liability, and has, at the same time, seriously diminished, if not altogether destroyed, the prospect which the creditors would otherwise have had of obtaining full satisfaction, through the medium of the Winding-up Acts.

This is the first evil which the Legislature has to repair, and to which the bill of the Attorney-General is directed. The proposal is, that representatives of creditors shall be elected in the winding-up proceedings, or that that function shall be performed by the assignees in cases where there may have been a previous adjudication of bankruptcy. Very extensive powers of binding all parties to a compromise are to be conferred upon them, and no execution is thereafter to issue against individual shareholders without the leave of the court which has the conduct of the liquidation. This arrangement seems to lean as unfairly towards the side of the debtors as the existing law does in the other direction, and the result would generally be, that the creditors, being deprived of their compulsory power, would be compelled to submit to a compromise, even in cases where the shareholders were well able to pay in full. If the members of a defaulting company which has commenced business on the principle of unlimited liability are to be relieved from the pressure of individual executions, some provision should be introduced either requiring them to give ample security for the payment of calls in the winding-up, or, in default, rendering all dispositions of their property fraudulent and void as against the official manager. There ought also to be a clause, as suggested by Mr. Malins, to enable creditors to arrest any shareholder who may be about to abscond, and also summary powers to prevent a fraudulent removal of property. It is right enough to relieve the debtors from the harassing process which the law now allows; but at the same time care should be taken that their property may be forthcoming, so far as necessary, for the purpose of meeting the calls which may be assessed on each particular contributory. The bill as it stands does not provide this security, and we hope that the point will not be neglected in committee.

A more serious mischief is the conflict of jurisdiction between the Courts of Chancery and Bankruptcy, which the Government Bill leaves without a remedy. Until last year it was generally supposed that the Winding-up Acts had by implication repealed the statute under which a company might be declared bankrupt. At any rate that Act had remained a dead letter until it was unluckily revived in the case of the Royal British Bank. The effect has been to squander £17,000 in establishing the privilege of the Court of Bankruptcy to distribute the assets which would otherwise have been divided by the official manager. At the same time it is found necessary to continue the winding-up proceedings, for the sake of raising the contributions which the Court of Bankruptcy has no power to levy. In many winding-up cases which occurred before that of the British Bank, as, for example, in Mr. Boyd's Australian bubble, enormous sums were raised in liquidation, which certainly never would have been got in if the struggle between the Courts had occurred in those cases, and there is every reason to believe, that, had the matter been allowed to go on in the ordinary course, the depositors in the Royal British Bank would have recovered 20*s.* in the pound. It is obvious, indeed, that the whole liquidation ought to be in the hands of one Court. There is no earthly reason why an official assignee should distribute the assets of the corporation, while an official manager has the task of dividing the amount which may be raised by calls. The extent of the calls must depend on what the assets may realise; and it is clear that nothing but cost and confusion can arise from the intervention of rival jurisdictions in the liquidation of the same estate. It is clearly, therefore, the duty of the legislature to prevent such conflicts in future, and the only remaining question is which Court should be employed. The main objection to the winding-up procedure is, that it gives the creditors no voice in the matter, and that the official manager may be as dilatory as he pleases. The remedy for this is to associate with him a representative of the creditors, and this is one of the provisions of the Government Bill.

The objections to the bankruptcy jurisdiction are more serious. The delicate business of settling lists of contributories and enforcing calls, is one for which the Court at Basinghall Street has not the requisite machinery, and which is altogether foreign to its ordinary business. If it is the better Court for the purpose, by all means let the whole jurisdiction of the Chancellor be transferred to it; but we can see no excuse for allowing the two Courts to run races for the possession of an estate after the unseemly fashion exhibited in the recent struggle. The Attorney-General's Bill, however, leaves this absurdity untouched, only so far mitigating the evil as to make the assignees by virtue of their office the representatives of the creditors in the winding-up. This is a blot which ought not to be suffered to remain.

ATTORNEY'S LIABILITY FOR NEGLIGENCE.

This branch of the law must always be of much interest to our readers, and at the present time has been brought into prominence by the case of Mr. Chapman, of which we spoke last week. We therefore think it a fitting opportunity to enter at some length into a consideration of the reported decisions on the subject, which—whatever be the ultimate result of the rules now coming on for argument—are well deserving of serious attention.

In order to take a comprehensive view of the legal position in which attorneys and their clients stand to each other in reference to the manner in which the former act professionally for the latter, it is necessary to separate carefully those cases in which the attorney seeks to recover from those in which the client is the plaintiff. The relationship of attorney and client may give rise to both causes of action; in both of which the law throws the burthen of proof upon the plaintiff. Hence the two distinct classes of cases to be found in the books upon this subject: the one relating to actions by attorneys on their bills of costs; the other to actions by clients to recover damages alleged to have been suffered from negligence in the conduct of their concerns.

Now, with regard to the action for costs, the rules which the *law* lays down are few and simple. In most cases, moreover, they work equitably; but there are instances in which their application has been harsh upon the attorney. The law says that an attorney who charges a client must show that he has done something for his money in his behalf of a useful description, and that if it can be shown by the plaintiff that work for the employer was in fact done, the burden of proof then becomes shifted, and the client must show the utter uselessness of what he is charged for. It is on this last point, of course, that most of the reported cases turn, and the decisions here are satisfactory. Thus, in *Templer* v. *M'Lachlan* (2 N. R. 136), it was laid down that negligence cannot be set up by the client unless it were such that he *thereby* lost all possibility of benefit from the work done. So in *Johnson* v. *Alston* (A.D. 1808, 1 Camp. 176), the defence set up was, that the client had directed his attorney to plead in abatement the non-joinder of a co-defendant, which had not been done. But Lord *Ellenborough* very properly answered, that, by the client's own confession, the plea was only for delay, and therefore he had no ground for complaint. So in *Dax* v. *Ward* (A.D. 1816, 1 Stark. 409), the defence set up was, that the plaintiff, having been employed to bring an action, sued out the writ in a name alleged by the defendant in such action to be the wrong one, who consequently pleaded in abatement; that the plaintiff as attorney replied that he was known by the name in which he was sued; and that the plaintiff himself was not present at the trial, nor was a witness he had subpœnaed to prove the replication. Here also the same judge held, that, as there were other circumstances conducing to the loss of the cause independent of the conduct of the attorney—viz. the absence of the witness—the defence set up was no answer to the action. In *Pasmore* v. *Birnie* (A.D. 1817, 2 Stark. 59), it was said in answer to an action against assignees for business done in bankruptcy, that the proceedings had been taken on an erroneous representation by the plaintiff, that an English commission extended to the Isle of Man, whither the bankrupts had absconded, leaving nothing available in this country, in consequence of which the commission had proved useless. But the same judge again held that this did not go to the root of the present claim, though it might, perhaps, be ground for a cross action. In the next case we shall notice, the law laid down by *Abbott*, C. J., was, on the whole, satisfactory; but the counsel for the plaintiff elected to be nonsuited, and the case does not appear to have been tried again. This was the case of *Montriou* v. *Jeffereys* (A.D. 1828, 2 Car. & P. 113), in which the circumstances were these:—The plaintiff had been applied to by the defendant and some other persons to attend for them, the next day but one, before the magistrates—they having been summoned for non-payment of tithes, and relying on a *modus* as their defence. The plaintiff, being elsewhere engaged, instructed one K., an attorney and clerk to the magistrates, to request the postponement of the case for a few days till evidence could be procured. This he did, but the case was nevertheless proceeded with, because the lessee of the tithes refused to accede to any delay. The plaintiff then advised the defendant to appeal to the sessions, which he did; but the appeal was dismissed, on the ground that the defendant should have gone into his case at the hearing, or shown the magistrates that it was beyond their jurisdiction; and because it appeared, that, though K. informed the magistrates that a *modus* was intended to be set up, he had not previously prepared any bond or formal notice of the defence, as required by 7 & 8 Will. 3, c. 6, to be used in such cases—a statute which it was admitted had been read both by himself and the plaintiff. *Abbott*, C. J., on summing up, said, that, to sustain the defence of negligence, it must be shown that the expenses charged for had been incurred by the inadvertence of the plaintiff; and that it appeared he and his agent K. had looked into the Act, and had not complied with its provisions as to the defence of a *modus*. "No attorney," said the judge, "is bound to know all the law; God forbid that it should be imagined that an attorney, or a counsel, or even a judge, is bound to know all the law, or that an attorney is to lose his fair recompense on account of an error, being such an error as a cautious man might fall into; but if you think, in this case, the plaintiff has brought expense on the defendant by omitting to give proper information either to him or to the justices, you will find for the defendant. Again, in *Edwards* v. *Cooper*, in the same year (3 Car. & P. 277), the expenses sued for had been incurred in an arbitration, the award wherein was set aside because the attorney of one of the parties had signed the submission without the authority of his client. It was now said, as an answer to the action, that the plaintiff ought to have required to see this attorney's authority before proceeding with the reference, but the Court held that no honourable or even any cautious man could have supposed that such an objection as that above mentioned would have been taken to the award.

Hill v. *Featherstonhaugh* (A.D. 1831, 7 Bing. 569) was also an action on an attorney's bill. The defendant had lent money to one T. on the security of Bank Stock, and, having some suspicion as to the safety of the security, employed the plaintiff to look into the matter. The plaintiff accordingly made some inquiries, copied some deeds, and put a *distringas* on T.'s stock, for which services he now sought to recover £15. It was said that the *distringas* charged for was unnecessary and useless, one having been lodged already by the defendant himself. *Tindal*, C. J., left it to the jury to consider whether the work done was of *any use* to the defendant, and the jury having found a verdict for the defendant, the Court refused to disturb it. On the argument of the rule, *Tindal*, C. J., said, "I have always thought that if an attorney, through inadvertence or inexperience, incurs trouble which is useless to his client, he cannot make it a subject of remuneration, the meaning of which is a reward for useful labour. Thus, if a surgeon were to make his patient undergo an unnecessary operation, or a course of medicine which plainly could be of no service, he could not make it a subject of charge." "It is a proper question for the jury," said *Bosanquet*, J., "whether what has been done was necessary for the object the employer had in view."

The case of *Bracey* v. *Carter* (A.D. 1840, 12 A. & E. 373) is not, perhaps, inconsistent with the principle which, in these actions, lays the burden of proving useful work on the attorney; and yet it pushes that principle to the limit of harshness. It decides that if an attorney conducting a suit commits an act of negligence in the course of it, by which all the previous steps become useless in the result, he cannot recover for any part of the business done. On the other hand, *Bulmer* v. *Gilman* (A.D. 1842, 4 Man. & Gr. 108) establishes the equitable doctrine, that a misunderstanding as to a doubtful point of law will not deprive the attorney of his fair remuneration for his labour. "That cannot be considered as gross negligence," said *Cresswell*, J., "concerning which persons of competent

skill may entertain a doubt." The most recent case, we believe, reported upon this branch of the subject is *Long* v. *Orsi* (A.D. 1856, 18 C. B. 610). Here the plaintiffs had received from the defendants instructions to commence for them actions on certain foreign bills of exchange drawn on a firm in Paris, and (as they wrote) "now in our hands." The plaintiffs, without seeing the bills, and concluding that the defendants were entitled to sue on them as *indorsees*, commenced proceedings; but it afterwards turned out that the bills were not specially indorsed as required by the law of France; and this action was accordingly discontinued, and another instituted. It was held that the costs of the abortive proceedings could not be recovered.

If, then, the case of *Chapman* v. *Van Toll* be considered with reference to the above principle of law, and to the cases we have cited in support of it, it would seem that it differs from all of them in this—viz. that the course taken by the attorney was not *erroneous*, but, at the very worst, *injudicious*. The proceedings taken were regular and proper, but a very recent provision gave him the option of adopting an alternative. The Common Law Procedure Act, 1854, is full of alternatives of procedure. Is an attorney bound to decide at his peril, when an application is to be made to a judge to try a cause without a jury—or when an equitable pleading is to be used, or a writ of injunction or a mandamus sued for? If so, then the profession is indeed a thorny one.

If we turn to the second class of actions, those, namely, in which the client seeks to recover from the attorney, we shall find another principle laid down in the broadest terms, and recognised over and over again in the reported cases. It is that the negligence requisite to sustain such action must be *gross*. In the words of the Court, on more than one occasion, the *ignorantia* must be *crassa*; the *culpa*, *lata*. The examination of this division of our subject must, however, be postponed to another occasion.

Legal News.

The Lord Chancellor's two Bills have passed through Committee, and so far the prospect of carrying the long-desired reforms embodied in them appears hopeful. We believe that Lord Cranworth's speech on introducing the Testamentary Jurisdiction Bill was liable to misunderstanding, and, in some quarters, was misunderstood. Some persons have spoken and written since as if the Bill proposed to maintain the proctorial monopoly absolutely untouched. It will be seen, however, from the epitome of the leading provisions of the Bill, which we elsewhere publish, that the proposed arrangement is the same as in the Bill which was superseded by the dissolution. The proctor and advocate are to retain the exclusive property of the common-form business of the Court of Probate, but the contentious business is to be thrown open to solicitors and to the bar. We shall not repeat the arguments which have been so often urged against this monopoly, either as extending to the whole of the business, as has been hitherto the case, or to nine-tenths of it, or thereabouts, as is now proposed. If the monopoly be immediately and entirely abolished, it will not be easy to resist the claim of the proctors for compensation; and it will again be very difficult to meet in the House of Commons the arguments that will be urged against the granting of such compensation. The measure as it now stands is a compromise of no very satisfactory character, and to which many strong objections may be urged; but this is a reproach which it may share with many other Bills which have nevertheless effected a considerable improvement upon the pre-existing state of things. Whether a better measure can be obtained from the present Parliament we will not at this moment undertake to say. If further improvement be possible we shall welcome it most heartily; but, if not, we shall consider Lord Cranworth's Bill, as it now stands, a valuable reform, and we shall confidently anticipate that the shortcomings of the present legislation will be corrected in future years. But there is one provision in the Bill as it now stands which appears to us open to a good deal of question. It was originally proposed that appeals from the judge of the Probate Court should go before the Judicial Committee of the Privy Council. But by the Bill as amended the appeals are to be referred to the House of Lords. Now, looking at the present constitution of that House as a judicial tribunal, and considering that there is no immediate probability of improvement, we really do not see that it is desirable to devolve upon it fresh functions, and we cannot suppose that this proposition will be favourably received in the House of Commons.

The debate in the House of Lords on Thursday night upon the Divorce Bill is interesting as a proof that some arguments may always be produced in support of the weakest case. We really did not anticipate that even the ingenuity of Lord Wensleydale could invent so many reasons against the abolition of the action of *crim. con.*, nor that his lordship's well-known reverence for all existing institutions and procedure could possibly comprehend that most odious and offensive feature of our legal system. Lord Wensleydale claims for this form of action an antiquity far higher than the chancellorship of Lord Loughborough, and even suggests that it may have been coeval with the law of England. Of course we know that there could be no higher recommendation to the sympathies of that learned person. Perhaps, too, the exclusion in these trials of the testimony of those to whom the facts must necessarily be best known, gives them an additional claim to the regard of one of the greatest masters of the technicalities of English law. Lord Wensleydale not unnaturally laments the proximate extinction of one of the last relics of a system in which he had throughout a long life revelled, and in which he had attained the highest eminence. It seems, however, that the action is to be abolished, even though the great Alfred could be proved to have invented it, and that adultery is to be declared a misdemeanor.

The Lord Chancellor lately handled a solicitor in a way which goes far to prove that his Lordship is by no means so deficient in vigour as some of his depreciators have asserted. The occasion arose out of a pauper suit, *Nunn* v. *Edge*, in which Vice-Chancellor Stuart dismissed the bill, and from whose decision there was an appeal. The Lord Chancellor dismissed this appeal, and, in the course of his judgment, made some severe observations upon the plaintiff's solicitor for writing an insolent letter, and also for bringing the appeal. As regards the second point, we cannot see that the censure was deserved, because the responsibility of advising an appeal belongs to the counsel in the cause; and it will be seen from the report, which we give below, that Mr. Malins very properly interposed to claim for himself the largest share of whatever blame attached to the prosecution of the appeal. With a female client, poor, pathetic, and probably lacrymose, a junior counsel confident and enthusiastic, and a leading counsel approving, or at least acquiescing in the course proposed, it is rather difficult to tell of what material the solicitor should be composed who is to decline, under such circumstances, to proceed. One cannot help feeling, too, that the frequency of successful appeals from the judge whose decision was impugned has a tendency to encourage the further litigation of cases which really are free from all reasonable doubt. However that may be, the conduct of the solicitor in the present instance appears to have been free from blame, and this was, in effect, admitted by the Lord Chancellor, when Mr. Malins had intervened between his censure and its object. Upon the other point adverted to by Lord Cranworth, the writing of a letter which he characterised as insolent, it is impossible, without further explanation, to form a judgment.

The Lord Chancellor affirmed the decree of V. C.

Stuart dismissing the bill. He said that he considered the conduct of Mr. Patrick, the plaintiff's solicitor, highly reprehensible in writing the insolent letter he did before filing the bill, and in persevering in the suit after its dismissal by the Court below. He must also complain of the too great facility afforded to the institution of suits *in formâ pauperis*, and, though it would be fruitless as far as the defendants were concerned, the appeal would be dismissed with costs.—Mr. *Malins*, with some warmth, said, that he must take his full share of his Lordship's censure respecting the appeal, as his Lordship was aware that it could not have been prosecuted without his (Mr. *Malins's*) signature. As had been stated by Lord Eldon, counsel could hardly help sanctioning an appeal when it was desired by the parties themselves; and in the present case, considering the destitute condition of the plaintiff, and the sanguine view she took of her own case, he felt he could not do otherwise than give her the opportunity of having it reheard. Under these circumstances, he trusted his Lordship would withdraw the censure he had cast upon the solicitor in the case. As to the advising of the suit, his junior counsel was very young at the bar, and had, perhaps, been too enthusiastic as to the result of the case—a fault that a little experience would soon cure.—The Lord Chancellor replied, that he did not blame Mr. Patrick so much for the appeal as he did for writing the letter he had alluded to. Mr. *Cary* had most ably done everything he could for his client's interest, and doubtless would, when more experienced, learn to look upon such cases as the present one in a less enthusiastic manner.

A case has been before the Court of Queen's Bench this week in which a principle frequently insisted upon in these columns was distinctly recognised by the judges, although peculiar circumstances forbade its application in that instance. Lord Campbell declared, that, for the sake of the client, it was important that the solicitor should be remunerated according to the time and skill bestowed by him. The Master had, on taxation, measured the allowance solely by the number of folios contained in the work, and this in a case of very unusual character, and which peculiarly demanded thought and labour and ability. It was impossible to imagine a stronger instance of the injustice of the existing practice, and Lord Campbell's condemnation of it will go far to restore to him with the profession the popularity which he may have lost by his recent ruling upon the question of an attorney's liability for negligence. The case of *Reg.* v. *Wooller*, out of which this taxation arose, was, it will be remembered, a prosecution for murder, which terminated in the acquittal of the accused. That the exertions of the attorney for the defence should be rewarded by the taxation of his bill is a strong but by no means an unparalleled example of the ingratitude of men for the greatest services. It is told of a penurious admiral that he rewarded with sixpence a sailor who had jumped overboard to save him from drowning. When the sailor complained of the small value of the medal awarded to him for his humanity, he was answered by a shipmate that the admiral must be supposed to know best the value of his own life. We think that the same apology is the only one that can be made for Mr. Wooler's conduct. Pending the publication of a more formal report, we borrow from one of the daily papers the following details of the case:—

"This was a rule for the Master to review his taxation of an attorney's bill of costs. The defendant, Joseph Smith Wooller, had been indicted for the crime of wilful murder and acquitted. The attorney who had conducted his defence then sent in his bill, amounting to £1,097, and the defendant took steps towards having the bill taxed. The Master taxed off a small portion of the bill, and the chief portion so taxed off related to a charge made by the attorney for an analysis of the evidence. The Master had allowed the attorney so much a folio; but the attorney obtained this rule for the Master to review his taxation, on the ground that he was entitled to be remunerated, not according to the length of the document, but in proportion to the time and skill employed in its preparation. Mr. *Henderson* now showed cause against the rule, and from his statement it appeared that the attorney had accepted payment of the bill as taxed, and the Court thought he was precluded from making the present application. Lord *Campbell*, however, expressed a strong opinion that under such circumstances an attorney was entitled to be paid according to his activity and labour, and not according to measurement. His Lordship observed, that it was a reproach to our law that solicitors should be so recompensed for their invaluable services. Mr. *Overend*, as one of the counsel in the case, said immense advantage had been derived from the document in question. Lord *Campbell* said, that for the sake of the client it was important that a solicitor should be entitled to remuneration according to the time and skill bestowed in discharge of the trust confided to him. The rule must be discharged, but without costs."

LEGAL EDUCATION AND THE INNS OF COURT.

(*From the Daily News.*)

For that branch of the legal profession consisting of attorneys and solicitors, a very excellent and effective system of compulsory education has been for some time in operation, with the most signal benefit to the general *status* and professional qualifications of those who are brought under its operation. No young man can now take out a certificate as an attorney or solicitor without having passed such an examination in law as supplies an effectual guarantee that he has a competent knowledge of the profession in which he proceeds to practise. With the bar the case is different. In that branch of the profession from which are derived all the more responsible administrators of our law—home and colonial—no steps whatever are taken for ascertaining, by the test of examination, whether they possess any and what qualifications for the functions they may hereafter be called on to fulfil. For the majority of these offices, which in number and importance are continually increasing, seven years' barristration is the statutable *sine quâ non*; but there is nothing apart from the test of actual practice in this country—a test often not resorted to, and, in the case of colonial appointments, at best very fallacious—to show how far a seven years' standing at the bar is, or is not, a valid qualification for office. This is a state of things utterly unparalleled in any other country, and calculated to create a very well-grounded public anxiety. It is a matter not of private but of public concern. It is not, it cannot be, a question in which four private societies like the Inns of Court can be entitled to an exclusive right of judgment. The question is one of imperial dimensions. That the law should be well administered throughout the whole range of the British dominions is a point of vital interest to the British Legislature. In the present state of legal practice, and with the existing multiplicity of minor judicial appointments, the only effective way of providing for this most important point is the institution of a compulsory examination, so wide in its range and so stringent in its requirements as to furnish something like a real security that men of incompetent knowledge and imperfect training shall no longer be entrusted, as they too often have been, with the exercise of judicial functions either abroad or at home. The claim of the benchers of the four Inns of Court to interpose, by virtue of their monopoly, in the manufacture of barristers, between the public requirements and their accomplishment, is simply a repetition of the old obstructions which all corporate bodies, especially when mixed up with education, have ever opposed to the progress of reform.

Let the public consider for a moment how this matter stands. In every civilised country but our own compulsory examination is absolutely necessary as a preliminary qualification for the practice of advocacy. Up to 1851, all that was required of the English barrister was, that he should have kept a certain number of terms by eating a certain number of dinners. Then came the institution of readerships, with an optional examination, which has merely added the necessity of passing a specified number of hours in a lecture-room to that of consuming a specified number of dinners in hall. The Commissioners, whose elaborate report was published in 1855, were unanimous in their condemnation of this miserable mockery of legal education. They were equally unanimous in the recommendation of changes which would have effected a great improvement on anything we have hitherto had, and have laid broad and deep the foundation for something like an adequate scheme of legal education. The four Inns of Court were to be constituted into a legal university, under the style of "The Chancellor, Barristers, and Masters of Law." A Senate of thirty-two members, eight from each Inn of Court, was to form the governing body. There were to be two different descriptions of examination—the first, preliminary to being admitted to

studentship; the second, preliminary to being called to the bar. The range of this second examination was to be liberal and comprehensive. It was to embrace, in one branch, public or constitutional law and legal history, jurisprudence and the Roman civil law. In another branch were to be included common law, equity, and the law of real property. A satisfactory examination in some one subject out of each of the above branches was requisite for a pass or common legal degree; proficiency in all the subjects of either branch was to insure a certificate of honour; proficiency in all the subjects of both branches was to give a title to the degree of Master of Laws.

THE SHREWSBURY CASE.

The claim of Lord Talbot to the Earldom of Shrewsbury is now, at length, fairly before the House of Lords, and it will come on for hearing at the earliest possible opportunity. As it directly involves the first and oldest earldom in the land, and indirectly affects estates of the annual value of £40,000, our readers will readily believe us when we say that the Shrewsbury case will rival in interest and importance the great Douglas and Berkeley cases.

The printed document formally asserting the claim on the part of his lordship has been laid upon the table of the Upper House. It consists of forty-one pages of genealogical and other matter, and is intitled "The case of the Right Hon. Henry John Chetwynd, Earl Talbot, claiming to be Earl of Shrewsbury." It states that the claimant having presented a petition to her Majesty, praying that the title, dignity, and peerage of Earl of Shrewsbury might be declared and adjudged to belong to him, and that a writ of summons to Parliament might issue to him by the title and dignity aforesaid, her Majesty was pleased to refer the said petition, together with the Attorney-General's report thereon, to the House of Peers on the 9th of May, 1857, who, on the 11th of May, referred it to the Committee of Privileges to consider and report thereon.

It first recites the terms and limitations of the patent under which the earldom was originally conferred in 1442 upon John Talbot, the great Earl of Shrewsbury, and General of the English Army in the wars with France, and carries down the pedigree step by step, through seven generations, from father to son, in a direct line, until the elder branch of the first Earl's family became extinct on the death of Edward, eighth Earl, without issue male, on the 8th of February, 1617.

It then shows how, on the failure of the elder line, the earldom descended upon the heirs male of Sir Gilbert Talbot, of Grafton, K.G., as representative of Gilbert, third son of the second Earl, and was enjoyed by them successively down to the year 1856, when it became extinct by the death of Bertram Arthur Talbot, the late Earl, at Lisbon.

It further recites that Earl Talbot now claims to be entitled to the earldoms of Shrewsbury, Wexford, and Waterford, as nearest heir male of the said Sir Gilbert Talbot, through the second marriage of his son John, and, consequently, as nearest heir male of the body of the first Earl, and that he begs leave to lay before this most hon. house the present case in support of his claim. The case, which is signed by Sir F. Thesiger, Sir F. Kelly, and Mr. T. Ellis, barrister-at-law, as counsel for the claimant, alleges that Sir John Talbot, of Albrighton, married, as his second wife, Elizabeth Wrottesley, by whom he had issue two sons, of whom the elder died young, while the line was continued by the younger son, John, of Salwarp, who married Olive Sherrington, and whose son, Sherrington Talbot, left, by his second marriage with Mary, daughter of John Washbourne, three sons, of whom the two elder died without leaving issue; and that the line of descent was continued by the third son, William, some time Bishop of Durham. He was the father of Charles Talbot, Lord Chancellor of England, who was raised to the peerage in 1733 as Lord Talbot, and whose son, created Earl Talbot of Ingestre in 1784, was grandfather of the present claimant.

We understand that the opponents of his Lordship's claim are three in number—first, the Duke of Norfolk, as guardian of the interest of his infant son, to whom the late Earl bequeathed his magnificent property at Alton Towers; secondly, the Princess Doria Pamphili of Rome, as only surviving child of John, sixteenth Earl; and, thirdly, Major Talbot, of Castle Talbot, county Wexford, as a rival claimant to the title.

In the event of Earl Talbot being able to establish his claim to the earldom of Shrewsbury to the satisfaction of the Committee of Privileges, his Lordship will become Premier Earl of England, and also of Ireland, as also Earl of Wexford and Waterford; and then, we imagine, a further suit will have to be entered upon before the Court of Chancery for possession of the Shrewsbury estates at Alton, and other placesin the counties of Stafford, Oxford, Worcester, and Berks. In case, however, the House of Lords should decide that his Lordship's claim is "not proven," the other claim—namely, that of Major Talbot, will be submitted for their Lordships' decision. The gallant Major, as we understand, traces his pedigree up to William, fourth son of George, the fourth Earl, who was made a Knight of the Garter for his valiant conduct at the Battle of Stoke, June the 16th, 1447.—*Times.*

REBUILDING OF NEWGATE GAOL.—The Court of Aldermen having determined on the re-building of Newgate Gaol on the cellular system, the plans proposed for that purpose by Mr. Bunning, their architect, have been adopted, and the works commenced by the demolition of the present north wing of the prison, containing wards in which several prisoners were usually congregated together, and also the condemned cells. The portion of the intended building now in progress will consist of five stories above the basement, and contain 130 separate cells, with access thereto on each story above the ground floor by means of galleries on either side of a central corridor, the entire height and length of the building, covered with a ground glass roof. The basement story will contain punishment cells, baths, and store-rooms. Airing yards will be attached to the building, and adequate accommodation provided for the officers in charge of the prisoners. The system of the cells and the system of ventilation will be similar to that which has been successfully adopted at the City Prison, Holloway, which was also erected from Mr. Bunning's design. The building will be entirely fire-proof; and instead of the prisoners being, as now, taken from the van in view of the public, the plan for the new building is so arranged that the van will be driven into the gaol and the gates closed on the prisoners before they alight. In the re-building of the gaol the governor's house and the external walls will be retained, so that the architectural appearance of the present structure will not be interfered with. The amount of the contract for the works now in progress is £12,550, and the contractors are Messrs. Browne and Robinson, of College-hill, City.—*Times.*

DEATH OF MR. HALL, M.P., FOR LEEDS.—A vacancy has occurred in the representation of Leeds by the death of Mr. Robert Hall, who was returned, after a severe contest, as one of the members for that borough at the late election. Mr. Hall, who was Recorder of Doncaster and Deputy-Recorder of Leeds, suffered severely from an accident, about two years ago, on the Great Northern Railway, near Leeds, and although he so far recovered as to be able to resume his professional labours, his constitution was permanently injured, and has given way at last to the labour and excitement consequent upon his recent struggle for parliamentary honours. He entered with great vigour into the political contest in which he was engaged for the representation of his native town, and was unceasing, for more than a week before the day of election, in his efforts to win his way, often addressing two or more meetings of the electors in different parts of the borough the same day. After the election, when his hopes were crowned with victory, his thought that he received injury from sitting in the House of strength appeared to give way, and he suffered from the reaction which followed the severe activity of the contest. He also Commons near one of the openings for the admission of air. He died at Folkestone on Tuesday morning, aged 56. Mr. Hall was born in Leeds in the year 1801. He was educated at the school of Heath, near Halifax, at the Leeds Free Grammar School, and at Christ Church College, Oxford, where he obtained the rank of first class in classics, and second class in mathematics. Mr. Hall's death will be much lamented by his townsmen,—not merely by his own political friends,—but by all who knew either his professional or his private character. He has been removed at the very moment of attaining the object of many years' ambition, the representation of his native place in Parliament.

DEATH OF MR. DAVIES, M.P.—Mr. Davies, M.P. for Carmarthenshire, died suddenly, at the University Club, on the evening of Friday week. He was a barrister-at-law, and for many years chairman of the Cardiganshire Quarter Sessions, and was first returned for Carmarthenshire in 1842. He was in the sixty-sixth year of his age.

Mr. Henry Singer Keating, Q.C., M.P. for Reading, has been appointed her Majesty's Solicitor-General, in the room of Mr. Stuart Wortley, whose ill-health has caused him to resign that appointment.

A resolution was passed on Thursday at the Bank Court associating Mr. Henry Freshfield with Mr. Charles Freshfield in the appointment of solicitors to the Bank of England, the latter having held the appointment jointly with the late Mr. James Freshfield, junr., for the last seventeen years.

Mr. Thomas Edlyne Tomlins, of 10, Lincoln's-inn-fields, solicitor, has been appointed by his Honour William Foster Stawell, Esq., Chief Justice of the Supreme Court of the Colony of Victoria, a Commissioner to take and receive, in the United Kingdom of Great Britain and Ireland, the verification of memorials and the acknowledgment of deeds relating to property in the Colony of Victoria, and also to take and receive affidavits in any cause, matter, or thing depending in the Supreme Court of Judicature of that Colony, 13th March 1857.

Charles Drake of Bungay, Suffolk, Gent., has been appointed a Commissioner to administer Oaths in Chancery.—*May* 8, 1857.

Alfred Henderson, Bristol, Gent., has been appointed one of the Perpetual Commissioners for taking the Acknowledgments of Deeds to be executed by Married Women in and for the city of Bristol and county of Somerset.—*May* 22, 1857.

Recent Decisions in Chancery.

PRACTICE—WILFUL DEFAULT.

Mirehouse v. *Herbert*, 5 W. R., 583.

In order to obtain a decree against an executor for an account with wilful default, the old practice was to require that a case should be made and proved showing some amount of such default, and the decree was then made at the hearing for an account of what the executor had received, or what but for his wilful default he might have received. If, however, the bill made no case for wilful default, or if from defect of evidence or other cause no decree was obtained at the hearing for such an account, it was not competent for the plaintiff to apply for such an addition to the decree when the cause came on upon further directions, no matter how clear or how extensive might be the defaults disclosed in the course of taking the accounts. Lord *Eldon's* rule was, that, in order to obtain an inquiry as to wilful default against an executor or trustee, you must allege a case for such an inquiry—must pray for it—and prove one act, at least, of wilful default, and that, doing so, you may have a general decree for wilful default. The ordinary case is, where a decree as to wilful default is asked for by the prayer, but where the evidence fails to make out a case for such relief at the hearing. There are many authorities in such a case for the position that the charge cannot be made complete and the decree for wilful default taken on further directions. *Green* v. *Badley* (7 Beav. 274), and *Garland* v. *Littlewood* (1 Beav. 527), are examples of this. The same principle applied where a bill contained charges of fraud which were not established at the hearing. If, in such a case, a common decree for account is taken, the fraud cannot afterwards be inquired into at a later stage of the suit. Lord *Cottenham* so decided in *Dunstan* v. *Patterson* (2 Ph. 341); and there are many other authorities to the same effect. The reason for this rule is stated by Lord *Langdale* in *Passingham* v. *Sherborn* (9 Beav. 432), who says, that, when charges are contained in the bill, and no notice of them is taken in the decree, the presumption is, either that they were abandoned on the hearing, or so presented to the Court as to induce it to abstain from making any order in respect to them. If there be any error in the decree, it cannot be corrected on further directions, but only on a rehearing. The hardship of compelling the defendant to reshape his defence is also frequently referred to among the grounds of the practice. It was even attempted so far to strain the principle as to contend that interest on balances could not be charged on further directions without an express direction in the decree; but it is held that this may be done even in a case where the particular relief is not only not proved to be proper at the hearing, but is not even prayed by the bill (*Hollingsworth* v. *Shakeshaft*, 14 Beav. 492).

Two of the most modern cases on the subject, decided just before the recent statutes, follow the general rule we have stated as to wilful default, though in one a relaxation is suggested in cases where some suspicion not amounting to proof of a specific default has been established at the hearing. Thus, in *Jones* v. *Morrall* (2 Sim., N. S., 241), Lord *Cranworth* laid down the rule as follows:—"If the pleadings do not raise the point, it cannot be raised either at the hearing or on further directions; but if the plaintiff's pleadings do raise it, it is his duty, if he can make a case for it, to get a declaration by the decree, or if he cannot make a sufficient case for an immediate decree, to get an inquiry of such a character, that, on the result, the Court may, on further directions, make a declaration."

Again, in *Coope* v. *Carter* (2 D. M. & G. 297), Lord Justice *Knight Bruce*, after stating the course of the Court to be in accordance with Lord *Eldon's* rule, says, "This, however, may arise: a case of wilful default may be alleged, and a prayer may be founded upon it, but the evidence may raise only a case of suspicion in the mind of the Court on the question whether an act of wilful default has been committed. In such a case, I conceive that the Court, if it is likely that further evidence may be obtained, ought to direct an inquiry short of directing wilful default, in order to ground upon that a new order, and to direct an inquiry as to wilful default at a future stage."

In the case placed at the head of this note, V. C. *Stuart* has decided that the rule as to not interpolating a charge of wilful default subsequently to the hearing is, in effect, abrogated by the New Orders. After noticing the old practice, his Honour observed—"There was a defect in justice arising from this course of proceeding, inasmuch as wilful default is not easily proved till the accounts have been investigated; when, therefore, it appeared, in prosecuting a suit in the Master's offices, that there had been wilful default, it was unjust that the defendant should be allowed to get off unless a new suit was instituted. The New Orders have provided a remedy for this obvious injustice. Under the present practice, if there has been a common administration decree, and if, during the progress of the suit under that decree, it appears that an executor or trustee has been guilty of any misconduct, the judge in chambers may model the order made under the decree, so as to meet the justice of the case; and, if necessary in open court, such an alteration may be made in taking the accounts as to enable the suitor to obtain justice in a form more speedy, cheaper, and better for all parties than under the old system."

These observations seem to extend the power of directing inquiries as to wilful default, even to a case where it is not charged by the bill; and it is obvious that such a power must be exercised in a summons-suit, if cases of wilful default are to be considered as proper subjects for such proceedings, which may be questioned. However, the dictum was probably not intended to encourage the suppression of charges of default till after the decree, and it must still be regarded as the proper and prudent course, notwithstanding *Mirehouse* v. *Herbert*, to state, and, if possible, prove, a case of wilful default at the hearing whenever it is in contemplation to seek relief on that footing.

Cases at Common Law specially Interesting to Attorneys.

INTEREST IN A LIFE POLICY—14 GEO. 3, c. 48.

Shilling v. *The Accidental Death Assurance Company*, 5 W. R., Exch., 567.

The question raised in this case was whether a policy of life assurance could be lawfully effected by A., for his own benefit, in the name of B., A. having at no time any interest in the life of B. It was contended, on the one side, that this was a "gaming and wagering policy" within 14 Geo. 3, c. 48, which declares that no valid policy can be made by any person on the life of another, wherein the person for whose benefit the policy is made shall have no interest. On the other hand, it was insisted that it appeared by the policy itself that B. was the person assured; and that the company was estopped from saying that the party assured was any other than he who appeared to be so by the express terms of the instrument. It was the opinion of the Court that A. could not effect a valid policy on the life of B., representing that he was authorised by B. to effect a policy on his life and for him, when, in truth, it was for the benefit of A.; for this was a species of transaction by way of wager on the life of another, which the statute intended to prohibit. On the other hand, they thought there was no objection to A., with the knowledge and consent of B., effecting a policy on B.'s life—he (A.) paying the premiums, and the sum assured being payable to B.'s executors.

In connection with this case, may be read with advantage that of *Dalby* v. *The India and London Life Assurance Company* (15 C. B. 1) which overruled the case of *Godson* v. *Boldero* (7 East, 72), and decided that the statute above mentioned does not prevent A. from recovering on a policy he has effected on the life of B., provided that *at the time of effecting the policy* he had an interest in B.'s life, although such his interest had ceased before the death happened.

PRACTICE AS TO STAMPS ON BILLS OF EXCHANGE—RULING OF JUDGE WHEN CONCLUSIVE—EFFECT OF NONSUIT.

Sharples v. *Rickards*, 5 W. R., Exch., 568.

This was a rule which had been obtained to set aside a nonsuit, and for a new trial. The action was on a bill of exchange drawn by the defendant in foreign parts, and indorsed over to the plaintiff. At the trial, the bill was produced without any stamp; and it was ruled by the judge, and acquiesced in by the plaintiff's counsel, that, on this ground, the bill was inadmissible, by reason of 17 & 18 Vict. c. 82, imposing a stamp on foreign bills indorsed over *in this kingdom*; and that consequently the plaintiff had failed to establish his case. Upon this ruling the plaintiff's counsel agreed to be nonsuited. Upon the argument, several points were incidentally determined:—1. It was held that the burden of proving that the indorsement had taken place in this country, and not in that in which the bill had been drawn, lay on the defendant. 2. It was held that the decision of the judge *rejecting* the evidence tendered was liable to be reviewed by the Court, and a new trial on that ground might be granted, notwithstanding the 31st section of the Common Law Procedure Act, 1854, enacting that "no new trial shall be granted by reason of the ruling of any judge that the stamp upon any document is sufficient, or that the document does not require a stamp;" for that such provision had reference exclusively to evidence *admitted* (not *rejected*), and that the *dictum* of the late Chief Justice of the Common Pleas, in *Siordet* v. *Kuczinski* (17 C. B. 251), to the effect that the ruling of a judge on questions relating to the sufficiency of a stamp is final, was intended to apply only to cases of admission and not of rejection. 3. It was held, that the new trial being rendered necessary by the mistake of the judge, the rule to set aside the nonsuit must be made absolute without throwing any costs upon the defendant. 4. It was held, that, under the circumstances, the nonsuit could not be deemed to be a voluntary one. 5. The Court doubted whether (the only pleas being a denial of presentation and of dishonour, and that the defendant had due notice of dishonour) the plaintiff was bound to produce the bill at the trial at all, in order to entitle himself to a verdict. As to this last point, the case of *Chaplin* v. *Levy* (9 Exch. 531) was mentioned, where the only plea being a denial of the acceptance, and the acceptance being proved by the written admission of the defendant's attorney, the production of the bill itself at the trial was held to be unnecessary.

ARBITRATOR'S CHARGES—REVIEW OF TAXATION OF COSTS.

Webb v. *Wyatt*, 5 W. R., Exch., 570.

This was an application for a review of taxation of costs allowed in respect of the charges of an arbitrator. The only question in the cause (which was entered for trial at Lewes) related to a right of way near Hastings, and the case was consequently referred to a barrister, that there might be a view of the *locus in quo*. The arbitrator charged for three days, at ten guineas a day, whereas, in point of fact, the inquiry itself was concluded in the course of one morning. He also charged five guineas for the view, three guineas for the award, and some travelling expenses, making up a total of 43*l.* 3*s.* This amount the Master reduced by ten guineas, allowing only for two days, instead of three. The object of the present application was to have the charges still further reduced, and the Court acceded to it, remarking that care must be taken that references did not become a *vexation*, instead of a benefit to suitors, and that the charges made appeared to be excessive. *Martin*, B., added, that it was very desirable there should be some understanding with respect to the charges for country references, similar to that which prevails in town causes.

EFFECT OF ERRONEOUS FINDING OF A JURY ON AN INQUISITION TAKEN ON A WRIT OF ELEGIT.

Barnes v. *Harding*, 5 W. R., C. P., 570.

From this case it appears that where there has been an inquisition before a jury on a writ of *elegit* to determine as to the lands, &c., in the possession of the judgment debtor, and the jury find a verdict on such inquiry against evidence, no fresh writ of *elegit* can issue unless a rule has been previously obtained to set aside the erroneous finding of the jury.

The reason given by the Court for this practice was, that the first verdict, while it remained undisturbed, would be evidence between the same parties; and, therefore, it does not seem inconsistent with the cases which decide (*Hunger* v. *Frey*, Moore, 841; *Foster* v. *Jackson*, Hob. 57), that, if it should appear after the inquisition has been returned that the execution debtor has *other* lands respecting which no evidence was offered to the jury at the time of the inquiry, another writ may issue suggesting that fact.

SECONDARY EVIDENCE—ADMISSIBILITY OF DEPOSITIONS TAKEN BEFORE THE MAGISTRATES.

Regina v. *Cockburn*, 5 W. R., C. C. R., 570.

In some cases secondary proof of oral testimony is admissible, upon the principle, that, under the circumstances, it is the best evidence according to the rules of marshalling evidence recognised by the common law. In some few cases such secondary proof is rendered admissible by statute. Thus, by 11 & 12 Vict. c. 42, s. 17, in cases where any person is brought before justices, charged with any indictable offence, the *depositions* taken on oath, and read over to and signed by the witnesses and the magistrates, may be read at the trial of such person, provided the person deposing be then *dead*, or *so ill as to be unable to travel*. Respecting this provision, it has been observed, that it is not intended to annul the common law maxim that a deposition taken under the above circumstances may *also* be received if the witness be fraudulently or forcibly kept out of the way by the prisoner himself, and that the provision is open to objection in that it fails to express whether it was intended that it should supersede the practice of postponing the trial where the witness was suffering only under a *temporary* illness, and also to define the amount of proof which would authorise the reading of the deposition, or what species of evidence on the part of the prisoner will render it inadmissible.

In the above case, the conviction of the prisoner for larceny was appealed against on the ground that the depositions of the prosecutor had been improperly received; but as no counsel appeared on either side, the Court contented themselves with saying the conviction was right, without giving any reasons, or laying down any general rules for the interpretation of the section as to the above points. It may, however, be observed, that it was sworn at the trial that the witness whose deposition was admitted was then suffering under a paralytic seizure, but that he might be brought to the court without danger to life; and it also appeared that on the day preceding the trial he had been seen in the public street.*

HOMICIDE ON THE HIGH SEAS BY FOREIGNERS NOT TRIABLE IN ENGLAND.

Regina v. *Lewis*, 5 W. R., C. C. R., 572.

From this case it appears to be law, that, if a foreigner is killed by a foreigner on the high seas, no offence has been committed which is cognisable by the law, or in the courts of this country. The contrary was contended, on the ground of 9 Geo. 4, c. 31, the 7th section of which authorises the trial in England of *British subjects* committing homicide abroad; and the 8th section enacts, that where any person "feloniously stricken" on the seas dies in England (as the deceased did in the case before the Court), the case may be dealt with where the death happened as if the offence had been wholly committed there. The Court, however, held that these two sections must be taken together, and that they both had reference to the same class of persons—viz. British subjects.

It would, apparently, make no difference if the party *killed* were a British subject. *Sed quære.*

CONFLICT OF JURISDICTION BETWEEN COUNTY COURT AND INSOLVENT COURT.

Cookman v. *Rose*, 5 W. R., Q. B., 576.

This was an application for a prohibition to the judge of the Norfolk County Court, who had committed the defendant to prison for forty days, under 9 & 10 Vict. c. 95, ss. 98, 99, for non-payment of the instalments ordered upon a judgment summons. The judgment had been obtained by the plaintiff against the defendant in June, and in the following month the defendant had obtained his discharge from the Insolvent Debtors Court, after filing a schedule in which the debt for which the plaintiff had obtained judgment was included.

The question here was as to the effect of the repeal, contained in 19 & 20 Vict. c. 108, of so much of the 102nd section of the 9 & 10 Vict. c. 95 as enacts that no protection order or certificate granted by a Bankrupt or Insolvent Court shall be available to discharge a defendant from any commitment under the order of a county court judge. Before the date of this statute, it had been determined by several cases (*Abley* v. *Dale*, 11 C. B. 388; *Ex parte Christie*, 4 E. & B. 714; *George* v. *Somers*, 16 C. B. 532) that the county court judge's power to commit for contempt by non-payment of instalments, under 9 & 10 Vict. c.

* *Vide supra*, p. 131, where a case as to the reception of a *dying declaration* as evidence is noticed.

95, s. 99, was not affected by a discharge from the Bankruptcy or Insolvent Court. In the judgment of none of these cases was any mention made of section 102; but the Court of Queen's Bench, in the case now under notice, considered that they must be held nevertheless to have proceeded on that section, and that, as it had been now *quoad hoc* repealed, the power of commitment no longer existed. And the Court remarked, that, though the 102nd section was not mentioned in the *judgment* in *Abley* v. *Dale*, it had been prominently contested in the argument. "We are of opinion," said the Court, in making absolute the rule for a prohibition, "that we give effect to the expressed intention of the Legislature, by holding that an order for discharge granted by the Court for the relief of insolvent debtors, comprising a judgment debt of the county court, does take away from that county court the power of committing to prison a defendant by a warrant on a judgment summons issued for non-payment of that debt. Although such commitment may be in some cases a punishment for supposed misconduct, it is founded also on a judgment debt, which is granted only at the instance of a judgment creditor. We do not assume to overrule decisions which have been already given upon the Acts as they formerly stood; but we take those Acts and decisions with 19 & 20 Vict. c. 108, and consider that we are now deciding consistently with them."

Notwithstanding the concluding sentences of the above judgment, we must be permitted to entertain a doubt whether the decision thus arrived at is not, in effect, an overruling of *Abley* v. *Dale*, and the other cases following it. It appears difficult to read the judgment of *Jervis*, C. J., without feeling that the 98th and 99th sections were the material ones in the opinion of the Court; and that they gave their judgment without reference to the words in the 102nd section, now repealed. However, there can be no doubt that the present decision is an equitable and a popular one; and it will put an end to an unseemly trial of strength between the two tribunals.

Professional Intelligence.

Inns of Court Examination.

At the public examination of the students of the Inns of Court, held at Lincoln's-inn-hall on the 19th, 20th, and 21st days of May, the Council of Legal Education awarded to Arthur Cohen, Esq., student of the Inner Temple, a studentship of fifty guineas per annum, to continue for a period of three years; to George Waugh, Esq., George Colt, Esq., and John W. Vernon Blackburn, Esq., students of Lincoln's-inn—certificates of honour of the first class; to Edmund Sheppard, Esq., and H. I. M. Williams, Esq., students of the Inner Temple, Henry Drake, Esq., student of the Middle Temple, S. Courthope Bosanquet, Esq., and Charles S. Currer, Esq., students of Lincoln's-inn, Frederick A. Inderwick, Esq., student of the Inner Temple, H. C. Folkard, Esq., and W. Halliday Cosway, Esq., students of Lincoln's-inn, Richard L. de Capell Brooke, Esq., and Henry Stone, Esq., students of the Inner Temple—certificates that they have satisfactorily passed a public examination.

ATTORNEYS TO BE ADMITTED.

Queen's Bench.

Trinity Term, 1857, pursuant to Judges' Orders.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Bockett, John Symonds, Hampstead, Middlesex	D. S. Bockett, Lincoln's-inn-fields.
Christie, Richard, 6, Manchester-buildings; and Burton-street, Eaton-square	J. Sangster, Leeds.
Fricker, Frederick Robert Augustus, 21, Thayer-street, Manchester-square; Gloucester-crescent	H. Bedford, Gray's-inn-square.
Handley, John Jesse, Westgate-in-Mansfield, Notts	G. Walkden, Mansfield.
Hocombe, James Bishop, 4, Mexican-terrace, Pentonville; and Little Heath, Herts	H. W Elcum, 13, Bedford-row.
Randles, William Henry, Ellesmere	G. Salter, Ellesmere.
Swatman, Alan Henry, King's Lynn	J. E. Jeffery, Lynn; E. L. Swatman, Lynn.

Renewed Notices of Admission on the Last Day of Trinity Term.

Atkinson, Thomas Swainson, Manchester; Church-street, Trinity-square, Southwark; and Acton-street, Gray's-inn-road	T. Swainson, Lancaster.
Barritt, Robert, 18, Devonshire-st., Queen's-sq., Bloomsbury; and Bury, Lancaster	S. Woodcock, Bury, Lancaster.
Bartleet, William Smith, 11, Millman-st., Bedford-row; Albion-st., Hyde-park; and Stourbridge	G. C. Vernon, Bromsgrove, Worcester; L. Minshall, Bromsgrove.
Boxall, Charles, 30, Amwell-street	H. Chase, jun., Reading.
Browne, Owen Francis, 38, Liverpool-st., Argyle-sq.; and Compton-st. East, Regent-sq.	J. S. Leakey, Lincoln's-inn-fields.
Carter, Robert, Belgrave-street South, Belgrave-square; and Northnold, Norfolk	W. B. S. Rackham, Lincoln's-inn-fields; M. B. Lucas, Adam-st.
Clarke, Samuel, Selby, York; and Church-street, Hackney	J. L. Haigh, Selby.
Clough, George Hawksley, 14, Claremont-row, Barnsbury-road, Islington; and Worksop	B. M. Clough, Worksop.
Cook, Robert Allen, Bath; and 11, Bedford-row	R. Cook, Bath.
Drinkwater, Frederick, 5, New Ormond-street, Queen's-square; and Hyde, Chester	J. Hibbert, Godley, Chester.
Earle, Horace, 2, Shaftesbury-crescent, Pimlico	C. Ford, Bloomsbury-square.
Fisher, Charles Francis, Great Yarmouth; Ventnor, Isle of Wight; and Cecil-street, Strand	J. G. Fisher, Great Yarmouth.
Goldney, Gabriel, jun., Chippenham, Wilts	G. Goldney, Chippenham.
Gregg, Edwin, 26, Albert-street, Mornington-crescent; and Ledbury	J. Gregg, Ledbury.
Gregory, Charles, Eyam, Derby	E. Lambert, John-st., Bedford-row.
Green, William Saunders S., 14, Burton-street, Burton-crescent; Portsea-place, Connaught-square; and Stockton-on-Tees	J. Dodds, Stockton; T. B. B. Stevens, 18, Adam-st., Adelphi.
Hammond, William, Finchley, Middlesex; and Furnival's-inn	H. Hammond, Furnival's-inn.
Holt, James John, 31, Dalston-terrace, Dalston	B. Hastie, Northampton-sq.; J. J. Spiller, Lothbury; R. H. Atkinson, Carey-st., Lincoln's-inn-fields.
Howell, David, 25, Prince's-terrace, Caledonian-road; Torriano-grove, Kentish-town; and 13, Prince's-terrace, Caledonian-road	H. Young, Serjeant's-inn, Fleet-street; A. Warrand, Basinghall-street.
Hustler, William Octavius, Halstead, Essex	O. Hustler, Halstead; W. H. Sams, Clare, Suffolk.
Kent, Alfred, 96, St. Paul's-road, Walworth; and Cannon-street	W. D. Kent, Serjeant's-inn, Fleet-st.; J. T. Luscombe, Cannon-st.
Latimer, William, Brampton, Cumberland; & 49, St. George's-rd., New Kent-rd., Southwark	G. Ramshay, Brampton.
Love, Joseph Neeld, Godalming, Surrey; and Bedford-row	G. F. Crowdy, Farringdon, Berks.
Mallinson, John, 31, Frederick-street, Gray's-inn-road; and Kirkby Lonsdale	T. Eastham, Kirkby Lonsdale.
Mason, Frederick, 5, Bedford-place, Russell-square; and Nottingham	J. N. Mason, Gresham-st.; T. G. Morley, Nottingham.
Maysey, John, jun., 33A, Red Lion-square; and Gloucester	T. Smith, Gloucester.
Norton, Francis Douglas Fox, 11, New Ormond-street; Monmouth; and Granville-square	J. R. N. Norton, Monmouth.
Perry, Joseph, 8, Blenheim-villas, De Beauvoir-road, Kingsland-road	Stedman & Place, Basinghall-st.; J. S. Place, Basinghall-st.
Root, John, 9, Millman-street; Chelmsford; and New-cross	J. Parker, Chelmsford.
Scarisbrick, James Corbett, 3, Cambridge-road, Islington; and Kendal	E. W. Scott, Kendal.
Spurr, Henry Allan, Lower Sydenham; Wath-upon-Dearne; Wigthorpe, near Worksop; 12 and 13, Bartlett's-buildings; and 13, Featherstone-buildings	G. P. Nicholson, Wath-upon-Dearne.
Stott, Richard, Chelmsford	J. & W. Crick, Maldon; F. T. Veley, Chelmsford.
Thompson, George, 47, Baker-street, Lloyd-square; Grove-terrace, East India-road; Robert's place, Commercial-road East; Clarence-street, St. Peter's, Islington; and Grove-house, York	L. Thompson, Grove-house, York.
Thompson, James, Colney Hatch	G. L. Parkin, New-square, Lincoln's-inn.
Waldy, Henry Temple, 52, Albemarle-street, Piccadilly; and Dorchester	Keith Barnes, Spring-gardens.
Weston, Henry, 5, Waverley-place, St. John's-wood	R. Bloxam, New Boswell-ct.; E. Bloxam, New Boswell-ct.
Winch, Edward, 7, Howard-street, Strand; Craven-street; and Featherstone-buildings	J. Lewis, Rochester.

Notice of Application for Re-admission on the Last Day of Trinity Term.

Bower, John, York.

NOTICE OF APPLICATION TO THE COURT TO TAKE OUT OR RENEW CERTIFICATE ON THE LAST DAY OF TRINITY TERM.

Violett, Emanuel William, Banwell, Somerset; and Tillotson-place, near Waterloo-bridge.

NOTICES OF APPLICATION FOR THE DAY AFTER TRINITY TERM, JUNE 13, TO TAKE OUT OR RENEW CERTIFICATE.

Abbott, Charles E., 52, Lincoln's-inn-fields, Bedford-row; and King-street, Bloomsbury.
Bonsall, Isaac Dole, near Aberystwith.
Bowles, Charles John, Ludlow, Salop.
Briggs, Frederick, 1, Cross-road, Walworth,
Burrell, Edward Montague, White Hart-court, Lombard-street; and Hornsey-row, Islington.
Clarke, Thomas, Bridwell, Devonport, and Exeter, Devon.
Carrick, George Lowther, Brampton, Cumberland.
Heathcote, Robert, 16, Falcon-grove, Battersea.
Justice, Albert William, 77, Margaret-street, Wilmington-square; and Upper Rosoman-street, Pentonville.
Jones, William Llangefin, Anglesey; and Menai-bridge.
Jessop, Edward, Birmingham, Warwick.
Laughten, William Eastfield, Tickhill, York; and Smyth's-creek, Ballarat, Victoria; and on the High Seas.
Law, Dalton Robert, 10, Willow-cresc., Warwick-st., Hulme, Manchester.
Leadbeatter, Thomas, Huddersfield, York.
Parker, Thomas, Liverpool.
Parker, William Bush, Mangotsfield, Gloucester.
Tennant, William Thrapstone, Northampton.
Vipan, Edward Joseph, St. Ives, Hunts.
Way, Richard Travers, Bradford, Wilts.
Wells, Thomas, 2, Ely-place, Stratford; 4, David-street, Stratford; and 13, Baker's-row, Coppice-row, Clerkenwell.
Wilson, Benjamin, 5, Chatham-place, Camberwell-grove
Wyman, George, 7, Spencer-place, Brixton-road; and Doughty-street, Gray's-inn-road

Correspondence.

DUBLIN.—*(From our own Correspondent.)*

FRAUDULENT BREACHES OF TRUST—CROWN PROSECUTIONS AND PROSECUTORS.

The Bill introduced by Sir Richard Bethell, for making fraudulent breaches of trust criminally punishable, excites in legal circles a degree of interest proportioned to its intrinsic importance; while it also is regarded with some curiosity as being the first actual attempt at law reform by an Attorney-General who has certainly said more on the hustings, and has probably done less in Parliament, than any of his predecessors. Perhaps it is hardly fair to contrast the speeches at Aylesbury with the performance at St. Stephen's just at the present time, when the first law officer has actually introduced two law amendment Bills, and promises to introduce another after Whitsuntide. We should rather accept thankfully what is given to us by way of an instalment, while we wait patiently for further and greater benefits. That there is every disposition on the part of the Legislature to pass such a Bill into law, cannot be doubted; while, at the same time, much anxious consideration will, very properly, be bestowed on the measure, in order that it may be effective, without adding to those perils and dangers which already beset the most honest and well-meaning trustees on discharging the duties of their thankless office. There is little fear that the proposed measure will prove oppressive to others than those for whom it is intended. Errors in judgment will rarely or never be mistaken by any jury for fraudulent conduct of the kind sought to be prevented; and very distinct evidence will be required in every such prosecution of the fraudulent intent, before a jury will be willing to convict; for few persons of the juryman class but are themselves trustees for others, or induce others to be trustees for them; and this universality of trusteeship is the best safeguard against oppressive applications of the proposed measure.

In the course of his speech, on introducing his Bill, Sir R. Bethel took occasion (it seems) to observe, that, after long delay and consideration, and after due perusal of "documents laid before him" by the assignees' solicitor, he had come to the conclusion that prosecutions ought to be instituted against the Royal British Bankers. Now it seems somewhat remarkable, that the Queen's Attorney-General cannot be put in motion until the principles of criminal law have been applied to the case, and fully treated of by a Commissioner of the Bankruptcy Court—until an equally careful inquiry has been made by a solicitor concerned, not for the Crown, but for the assignees—and until all the evil-doers have had abundant opportunity of taking refuge on foreign shores, and most of them have actually availed themselves of that privilege. Some of the London journals have indeed intimated it as their opinion, that a leading counsel in the equity courts is not the right man to fill an office requiring some degree of familiarity with the principles and practice of criminal law. This is, however, a minor inconvenience, and one more than counterbalanced by the advantages of a system which usually (if not always) assigns the first law office under the Crown to the most eminent advocate of the day. To go back no further than the last year, an example will serve to show that some delay in prosecuting bank swindlers may be exhibited by a common-law as well as by an equity lawyer. After the decease (or supposed decease) of John Sadleir, and the consequent closing of that choice institution, the Tipperary Bank, some months elapsed before the Attorney-General here had finally made up his mind to prosecute. During all or most of this time, James Sadleir was daily to be found at his usual haunts. At length it was announced that the Crown was about to prosecute. Sadleir thereupon, without loss of time, withdrew from the public gaze, and modestly sought the comparative quiet of a lodging in Paris, where he still remains, disbursing the depositors' money with great satisfaction to himself, and doubtless thankful that the Crown officers gave such ample notice of their intention to bring him to justice! If it be urged that it is not the legitimate business of an Attorney-General to take any steps until the papers have been regularly laid before him for his opinion, we can only express our regret that no chief and responsible officer is charged with the duty of instituting prosecutions in proper cases, speedily, and without giving notice to the criminals. Very modern usage must have turned her Majesty's Attorney-General into an exalted semi-judicial kind of potentate; for the very title of the office testifies that it was established for a very different purpose, and must, at one time, have been filled up from the other branch of the profession. The Attorney-General must originally have been the *initiator* of proceedings on behalf of the Crown, and not merely, as he is at present, a dignified adviser on "documents laid before him." It seems to us that it would be a recurrence to old usage, as well as a change likely to prove highly advantageous to the public, were *one* at least of the two superior law offices, to be filled by a real "attorney" or "solicitor," whose express duty it would be to commence proceedings such as we have alluded to, and who, we may be sure, would be most unlikely to delay a prosecution until all the principal criminals were safe on Continental travels. We may be told that there are Crown Solicitors charged with the performance of such duties as the above: these officials are, however, personally respectable—not men of the kind required for the successful conduct of State prosecutions. For the prosecution of a gang of bank directors, the highest class of professional talent would be required: the Crown Attorney ought to be an overmatch in acuteness and legal knowledge for those acute and learned advisers who would, in such a case, conduct the defence. The office in question should therefore remain as it now is—an office of high rank and large emolument; and, consequently, it would be an object of ambition to the very best men in the profession. All that the Crown now offers to the ablest solicitor is a seat in some circumlocution office, with little to do, and one, or perhaps two, thousand a year as remuneration; it follows that no solicitor of high eminence ever dreams of leaving his practice, and entering the public service. But were the Attorney or the Solicitor-General to be all that the title of the office imports, not only would the character and tone of the profession be raised by this stimulus to honourable ambition, but there would be made available for the purposes of public justice a kind of practical ability that has rarely hitherto been brought to bear against the criminal, and the importance of which cannot be over-estimated where Camerons and Sadleirs are to be captured and punished.

EDINBURGH.—*(From our own Correspondent.)*

Since the union between England and Scotland many causes have been gradually operating to produce an assimilation of the laws of the two countries; and, on the other hand, several causes have been operating, though recently with less force, to retard the process.

A comparatively poor nation uniting itself with a much richer one on equal terms is at first naturally jealous of every movement that seems to threaten the destruction of its national identity, while, at the same time, the richer nation is impatient of any interference with its peculiar constitution on the part of its less powerful patron. And there can be no doubt that, for a long time, many Scotchmen viewed with particular concern any changes proposed to be made on their legal system, rightly judging that the preservation of it was the best security for the

preservation of their separate nationality. The most jealous of these patriots suspected a design for the destruction of this nationality, and even believed that Englishmen rejected all legal reform that was suspected to have a Scotch origin.

But it was plain that this narrow-minded jealousy was doomed to yield to the natural current of events which was sweeping over it. As the united nations increased in wealth and importance, and the relations between them became more intimate and complicated, new laws were called for, which received a tone from the opinions which were brought to bear upon them in the united Legislature. The Scotch system itself had been to some extent affected by the circumstance that English judges administered Scotch law in the ultimate Court of Appeal, and the mercantile portion of the community had begun to feel the evils which arose from the administration of dissimilar systems of mercantile law in different parts of what had truly become, or was fast becoming, the same country. The consequence has been, that, while for a long time the subject of the assimilation of the laws of the two countries attracted little notice even from the legal profession, and the progress made was almost imperceptible, the question has of late years attracted so large a share of public attention that the progress has been rapid and strongly marked, and associations have been everywhere formed for the purpose of accelerating and directing the movement, which has had the additional desirable effect of promoting to a large extent legal reform in the two systems, independently altogether of the question of assimilation.

If the feeling of jealousy to which we have referred has lingered longer in Scotland than in England, it must be pleaded in mitigation that Scotchmen have not always been able to make themselves heard in England upon real grievances; but of late there has been a great improvement in this respect, and it must be consolatory to the most inveterate grumblers, to find Englishmen establishing County Courts not differing greatly in constitution from the ancient Sheriff Courts of Scotland, and agitating for the abolition of the jurisdiction of the Ecclesiastical Courts over matters civil, for the reform of the law of divorce, and for the establishment of a system of registration of land rights, on principles which have been admitted and acted upon in this part of the kingdom for centuries. While Englishmen who have watched the rapidity and extent of the changes which have taken place in Scotland of late years, and the eagerness with which further reform is still called for, will be satisfied that proposed improvements, from whatever quarter they come, will meet with no unreasonable opposition from this portion of the empire.

All experience proves, however, that in the present position of the two countries all changes made upon the existing law of either for the purpose of assimilation ought to be adapted to the institutions existing in the respective countries for the administration of the law; and as a means of securing this result associations of the different branches of the legal profession, independently of their higher value as reforming associations, become very important, seeing that they furnish machinery for eliciting opinion on questions of practical difficulty, which often escape the attention of those who may be more exclusively engaged in promoting legal reform in Parliament. The distance of Scotland from the seat of government often renders it difficult to make known in the proper quarter the views of the practical portion of the profession upon measures of reform which may be in progress; and it has not unfrequently happened that changes have been effected, the extent of which has only become understood when they have passed into law. In these circumstances we feel satisfied that the establishment of THE SOLICITORS' JOURNAL, when it comes to be better known in this portion of the kingdom, will be regarded with peculiar satisfaction, as furnishing an accessible medium for the ventilation of the opinions not merely of the legal profession, but of the public generally, upon all questions of legal reform of public interest. For it is plain, that, although legal associations may have the means of collecting the opinions of their own members on such questions, they cannot reach the numerous small bodies of the profession scattered over the kingdom, nor even the larger bodies in the more important towns, with the necessary rapidity, while this journal seems precisely fitted to meet this want. Besides, there are many members of the profession who, on account of their age or the multitude of their avocations, will not take the trouble of attending the meetings of such associations for the purpose of informing themselves of the progress of events, who may be informed by this means of matters of interest, and thus valuable opinions may be elicited that would otherwise have been lost. If such a journal had existed when jury trial in civil causes was first introduced into Scotland, we believe that the measure would not have been encumbered with those unknown forms which were not necessary, and which only increased the difficulty of engrafting the measure upon the existing system, and rendered it long unpopular. There are other grievances to which this observation would apply with equal force, to some of which we may refer more particularly on another occasion.

But the value of the journal is by no means limited to the advantage which may be derived by either nation from the discussion in its columns of projects of exclusive legal reform. It helps to widen the whole basis of such questions, and to collect and disseminate the opinions not only of those more directly interested in any measure that may be under discussion, but also of those who may have some knowledge of the subject, either from practical experience of a similar system or from general study, and who, from looking at the question *ab extra*, may be expected to do so without feeling the disturbing influences which often bias the judgments of those who look at a point with minds long trained to take that view which practice makes familiar. Upon such questions as the proposed change on the law of divorce in England, the amalgamation of the courts of law and equity, and the establishment of a register of land rights, including the registration of securities upon land, we believe that the opinion of Scotchmen who have had practical experience to direct their judgment must be valuable, even although they may not be able to realise the difficulties with which Englishmen may have to contend in dealing with them. And we should not be astonished to find unexpected light thrown upon these subjects by French or American correspondents.

On the subject of registration we propose to make a few observations from time to time, directed chiefly to the practical working of it, which must be the great difficulty to overcome in a country where the relations of life have become so complicated, and, consequently, the transactions in land so numerous, as in England; and upon this point Scotchmen will probably be more disposed now to sympathise with those in England who regard the practical difficulties as insuperable, when they find, as they are certainly beginning to do, that in their own comparatively small country the multitude of transactions has had the effect of rendering it practically a difficult matter to furnish a search which will disclose all burdens with certainty. It must be admitted, too, that the expense of a search is so great here as to induce conveyancers, in many cases, where the transaction is small in amount, to resort to other means for securing their clients against the effect of prior burdens on the property.

It is obvious that the whole value of a system of registration of land rights depends upon its absolute certainty, and the possibility of securing this certainty at a reasonable cost. The Scotch system has ceased to fulfil these essential conditions perfectly, and the consequence is, that a feeling of uneasiness has fallen upon the conveyancers of the whole country. It must not be supposed, however, that although we make these confessions the faith of Scotch conveyancers has been to any extent shaken in the soundness of the principle of registration. They regard the present difficulties as referable merely to defects in organisation and office arrangements, and they are now setting themselves vigorously to discover and apply a remedy.

The Court of Session has met to-day without any change in its constitution, and with a heavy arrear of business to work off. But matters cannot be allowed to remain long in their present position. One section of the legal profession in Edinburgh has already taken up the question. The Society of Solicitors before the Supreme Courts has appointed a committee of its body to consider the question, and their report has already appeared. The Society of Writers to the Signet has taken the same course, and it is understood that the report of their committee is also ready. The bar will probably soon follow the example. The question of principle, which is likely to cause the keenest discussion, is whether the privilege which pursuers at present possess of choosing the court to which they are to resort is to be preserved to them. Without entering into any detail of the constitution of the Court of Session, we may just state, with the view of enabling our readers to understand the question, that the Court is composed of inner house and outer house judges, the former eight in number, constituting two courts of equal jurisdiction and power in every essential particular, called respectively the first and second division, and engaged almost exclusively in disposing of appeals from the outer house judges, who sit in separate courts of equal jurisdiction. The first division happens to have been for many years the more popular court, and the consequence is, that appeals have been heaped upon them till the

accumulation has left them several years in arrear of business. An Act was passed some years ago authorising the inner house to extend its sittings, but this power has been sparingly exercised, probably because it was foreseen that it would only aggravate the evil which the Act was intended to remedy. The sittings of the outer house judges were permanently extended by the same Act; but, nevertheless, there are similar grievances to complain of in their courts. It is believed to be the general opinion of the bar that the power of selecting the judges should be taken away from litigants, and arrangements made for an equal or equitable distribution of business. This opinion is not, we believe, generally adopted by the other branches of the legal profession in Edinburgh, though no doubt it has many supporters. But this is not the only *quæstio vexata* in regard to the Supreme Civil Court in Scotland: the length of the vacations is justly felt to be excessive. The inner house rises on the 12th, and the outer house on the 20th of March, for the spring vacation, and neither Court sits again till the 20th of May. The whole Court rises again for the autumn vacation on the 20th of July, and the outer house does not sit again till the 1st, and the inner house till the 12th of November. It is true, that the judges have many duties to perform in vacation as criminal judges and otherwise, but they are far from being fully worked, and those who are accustomed to the very different state of affairs in England will probably consider that the public in Scotland has a just ground of complaint on this head.

PROCTORIAL MONOPOLY.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I observe the Lord Chancellor alleges as a reason for excluding our profession from practising in the new Court of Probate that solicitors have petitioned in favour of such exclusion.

If solicitors do not wish to practise in the new court, I apprehend they need not do so, even if they were permitted; and, therefore, if any solicitors really support the exclusion, I apprehend it must be because they have some interest opposed to that of the generality of the profession.

As petitions have so much influence on the Chancellor, perhaps a petition signed by those solicitors who desire the privilege of practising in the new Court of Probate might obtain their object.

Yours obediently,

London, May 27, 1857. A SOLICITOR.

ATTORNEY'S LIABILITY FOR NEGLIGENCE.

The following remarks on this subject by an eminent solicitor deserve attention:—

I cannot understand (at least, I suppose I do not, because, if I do, I cannot but think them monstrous) the recent cases before Lord Campbell of an action by and against an attorney, where the question was whether his not availing himself of the 3rd section of the Common Law Procedure Act, 1854, was negligence.

Certainly, I have nothing to say for the attorney or his agent themselves after their own admission on the trial that they were ignorant of the provisions of the Act; such ignorance is inexcusable.

But it cannot, I should think, be negligence in a legal sense (however gross it may be in an ordinary one), for an attorney to be ignorant of the provisions of an Act, of which, if he had known them, it would not have been his duty to avail himself.

Was that his duty in this case? All that appears on the report is that the defendant had given a bond for £1,000, and that he said he had paid £450 on account.

Is this "a matter of mere account which cannot conveniently be tried in the ordinary way," which are the words of the section?

If the plaintiff did not dispute the alleged payment, there was nothing to be tried. If she did, was it not a proper question for a jury. *Quâcunque viâ*, how can it be within the section?

But, further, I contend that the question is not whether the case was really within the 3rd section of the Act or not; but whether it was *so clearly* within it as to render it the duty of an attorney to know that it was so. If it be *reasonably doubtful*, that doubt is itself a defence of Mr. Chapman.

Again, supposing the case to be clearly within the Act, what is the proper measure of damages? Surely, it is simply how much of *defendant's own means*, which would otherwise have been available for satisfaction of plaintiff's claim, have been withdrawn or lost by the delay; not, what was her chance of *extorting money* from the relatives of the lady whom defendant was about to marry, by arresting him on the wedding-day—a proceeding utterly abhorrent to any honourable mind, and differing from robbery only in its being without the pale of legal responsibility.

Yet this, so far as I can understand the reported case, seems to have been considered the duty of an attorney by the Lord Chief Justice of England!

Reports of Professional Insurance Offices.

LAW FIRE INSURANCE SOCIETY.

This Society held their annual general meeting on the 26th May, 1857, at the Society's office, Chancery-lane, London, at which the Report of the directors was read, and unanimously adopted.—It was nearly as follows:—

Your directors submit the usual comparative statement of the transactions of the Society in the year 1856, with those of the one immediately preceding it.—The sum insured in the year 1856 was £19,319,306; in the year 1855, £18,404,885; being an increase of £914,421.—The premium received in the year 1856 amounted to £21,715; in the year 1855, to £20,667; being an excess of £1,048.—The aggregate amount of duty paid to Government in the year 1856 was £28,929; in the year 1855, £27,525; showing an increase of £1,404.—It may be in the recollection of the shareholders that the amount of claims for loss made upon, and paid by, the Society during the year 1855 considerably exceeded that of any previous year; but that the average for the ten years during which the Society had then been in existence, was below that which the experience of other fire offices had exhibited. It will be seen by the transactions for the year 1856, that the ratio of loss to premium is similar to that of the years antecedent to 1855; and the directors think this affords an additional confirmation of the opinion they have always entertained, and from time to time expressed, of the excellent character of the risks of which the Society's business is composed.—The items of receipt and expenditure will be as usual read to the meeting, from the detailed accounts examined and signed by the auditors of the Society; from these accounts it will appear that the excess of receipt over expenditure for the year 1856, after payment of £6,250 interest to the proprietors, was 7,700*l.* 1*s.* 4*d.* in favour of the Society.

The following epitome of the balance-sheet will show the position of the affairs of the Society, on the 31st December, 1856:—

	£ s. d.	£ s. d.
Shareholders paid-up Capital		125,000 0 0
Amount of Reserved Fund at end of 1855		33,926 12 6
Receipts for 1856	65,664 0 5	
Payments for 1856, exclusive of Interest to the Proprietors	51,713 19 1	
	13,950 1 4	
Interest to Shareholders, 1856	6,250 0 0	
Balance of General Insurance Account in favour of the Society at end of 1856		7,700 1 4
		£166,626 13 10
LIABILITIES.		
Balance in hand due to Commissioners of Stamps for Duty for Christmas Quarter, 1856	8,419 17 5	
Balance of unclaimed Interest and Bonus due to Shareholders	1,763 13 0	
		10,183 10 5
Total Balance at end of 1856		£176,810 4 3

This Balance is composed of the following items—viz.

Government Securities—Cost	66,394 12 9	
Mortgages and other Securities	81,000 0 0	
Freehold Property in Chancery-lane	9,836 0 8	
Houses in Gloucester-gardens	7,133 11 11	
London Joint-Stock Bank on Deposit	5,000 0 0	
Sundry Balances—Bankers, Agents, &c.	7,445 18 11	
	£176,810 4 3	

Your directors, governed by the favourable results of the Society's business for the past year, have determined on appropriating the sum of £6,250 as a bonus to the shareholders; they, therefore, declare an interest for the year ending at this meeting of 2*s.* 6*d.* per share, being 5 per cent. upon the paid-up capital of the Society, and also, in addition to such interest, a bonus of 2*s.* 6*d.* upon each share. The balance, 7,700*l.* 1*s.* 4*d.*, of the general insurance account in favour of the Society for the year 1856, after deducting therefrom the amount of such bonus, £6,250 will be carried to the reserved fund, the growth of which has afforded such satisfaction to the proprietors, and which fund, thus increased, will amount to 35,876*l.* 13*s.* 10*d.*

SOLICITORS' AND GENERAL LIFE ASSURANCE SOCIETY.

The eleventh annual general meeting of the proprietors of this office was held on May 25th, at the Gray's-inn Coffee-house; Mr. S. E. Doune presided. The report of the directors stated, that, during the year ending that day, "the society has issued 236 policies, assuring £123,039, the annual premiums on which amount to £3,785, and has granted three annuities amounting to 36*l.* 13*s.* 7*d.* per annum. The claims which have arisen in the same period amount, with the bonuses, to £11,870, which sum is reduced to £10,870, a re-assurance in £1,000 having been effected in another office on one of the lives assured. From the commencement of the society to the present time the premiums received in respect of lapsed and discontinued policies have sufficed (after deducting the sums paid as consideration for the surrender of policies) to pay upwards of 55 per cent. of the total losses experienced. The income of the society derivable from premiums is now £25,240, and from investments £4,458, making an annual income of £29,698. The number of policies in force (exclusive of thirty-two annuities, amounting to £1,346 per annum) is 1,577, assuring the sum of £783,336, and producing, as before stated, an annual revenue of £25,240." The report, after some conversation, was adopted. Baron Watson, R. Malins, Esq., M.P., and Sir F. Kelly, M.P., were elected as new trustees of the society, and the directors retiring by rotation were severally re-elected. Mr. Druce was elected a director. A motion was made that £500 be paid to the directors for their past services; but an amendment was proposed to extend that sum to £700, which, after a brief discussion, was carried by a large majority. The retiring auditors were re-elected; and thanks having been voted to the scrutineers and the chairman, the meeting separated.

At a preliminary meeting, convened for the purpose, a resolution was come to recommending that henceforth the valuation and division of profits should be made quinquennially, instead of triennially.

Pending Measures of Law Reform.

PROBATES AND ADMINISTRATION BILL.

(*As amended in Committee.*)

This Bill proposes to abolish the testamentary jurisdiction of ecclesiastical and other courts in England, and that the same shall be exercised in the name of her Majesty in a court to be called the Court of Probate, of which there shall be one judge, who must have been an advocate of ten years' standing, or a barrister-at-law of fifteen years' standing. It is proposed to establish district registries (sec. 13), and that the clerks and officers of the Prerogative Court shall be transferred to like offices in the Court of Probate (sec. 16), existing diocesan registrars being entitled to be district registrars at the same places. The Court (sec. 23) to have throughout all England the same powers as the Prerogative Court now has within the province of Canterbury; and all duties which, by statute or otherwise, are imposed on or should be performed by ordinaries generally, or on or by the Prerogative Court, in respect of probates, administrations, or matters or causes testamentary within their respective jurisdictions, are to be performed by the Court of Probate; but no suits for legacies, or suits for the distribution of residues, shall be entertained by the Court. The registrars, &c., are to have power to administer oaths, and there are also to be commissioners to administer oaths, &c. The procedure and practice of the Court of Probate, except where otherwise provided by the Act, or by the rules or orders to be from time to time made under it, so far as the circumstances of the case will admit, are to be according to the present procedure and practice in the Prerogative Court. The witnesses (sec. 31), and, where necessary, the parties, in all contentious matters where their attendance can be had, are to be examined orally by or before the judge in open court; but the parties are to be at liberty to verify their respective cases, in whole or in part, by affidavit, but so that the deponent in every such affidavit shall, on the application of the opposite party, be subject to be cross-examined orally in open court, and after such cross-examination may be re-examined. The rules of evidence observed (sec. 33) in the superior Courts of Common Law at Westminster are to be applicable to and observed in the trial of all questions of fact in the Court of Probate; and (sec. 34) it is to be lawful for the judge of the Court of Probate to sit with the assistance of any judge or judges of any of the superior courts of law at Westminster, who, upon the request of the judge of the Court of Probate, may find it convenient to attend for that purpose.

Sec. 35 empowers the Court of Probate to direct an issue on any question of fact arising in any suit or proceeding under this Act to be tried in any of the superior Courts of Common Law, in the same manner as an issue may now be directed by the Court of Chancery. An issue is to be so directed in any case where an heir-at-law, cited or otherwise made party to the suit or proceeding, makes application to the Court of Probate for that purpose, and in any other case where all the parties to the suit or proceeding concur in such an application; and where any party or parties, other than such heir-at-law, make a like application, the other party or parties not concurring therein, and the Court shall refuse to direct such issue, such decision of the Court shall be subject to Appeal, as therein provided. Where an issue is directed, all motions for new trials shall be made in the court of common law.

Sec. 37 gives an appeal to her Majesty in Council, and such appeal is to be referred to the House of Lords; but no appeal from any interlocutory order of the Court of Probate is to be made without leave of the Court first obtained.

Advocates (sec. 38) are to be entitled to practise in all matters and causes whatsoever in the Court of Probate; and serjeants and barristers-at-law to practise in all *contentious* matters and causes in the said court. All persons who at the time of the passing of the Act shall have been admitted as advocates shall be entitled to practise as counsel in any of her Majesty's courts of law or equity in England, in like manner in all respects, and with the same rank and precedence, and with the same eligibility to appointments under Acts of Parliament or otherwise, as if they had respectively been duly called to the degree of barrister-at-law on the days on which they respectively were so admitted as advocates.

By sec. 40, every person who at the time of the passing of the Act is actually practising as a proctor in Doctors' Commons may be admitted a proctor of the Court of Probate, without payment of any fee or stamp duty; and, except as therein otherwise provided, the admission of persons to be proctors of the court shall be in the discretion of the judge, subject to the rules or orders to be made under the Act. And the proctors for the time being of the Court of Probate shall have the same rights, and be subject to the same obligations and liabilities, in respect of the transaction of the common form business, as the proctors of the Prerogative Court now have and are subject to in respect of the common form business of that Court; provided that nothing therein contained shall give any proctors now practising, or any persons hereafter admitted, any title to compensation in case the transaction of the business of the Court of Probate be thrown open to any other class of persons. It shall be lawful for the judge of the Court of Probate to admit any persons to practise as proctors in all or any of the district registries of the court, but nevertheless parties may apply to such district registries without the intervention of proctors.

Sec. 41 provides, that every person who at the time of the passing of the Act is actually serving or has served as an articled clerk to a person entitled to act as a proctor in the courts at Doctors' Commons, or in any ecclesiastical court in England, and who has not been admitted as a proctor, shall be entitled, at any time within one year after his having completed his full term of service as such articled clerk, to be admitted a proctor of the Court of Probate.

In all *contentious* causes and matters (sec. 42) solicitors and attorneys are to be at liberty to practise in the Court of Probate, with the same rights and subject to the same obligations and liabilities as proctors of the court.

Sec. 43 provides that probates and administrations may be granted in common form by district registrars in certain cases; but (sec. 45) the district registrar is not to grant probate or administration in any case in which there is contention as to the grant, until such contention is terminated or disposed of by decree or otherwise, or in any case where it otherwise appears to him that probate or administration ought not to be granted in common form. In cases of doubt (sec. 46) as to grant, he is to transmit a statement of the matter to the registrars of the Court of Probate, who are to obtain the direction of the judge in relation thereto. District registrars (sec. 47) are to transmit to the principal registry a list of the grants of probate and administration made by such district registrar, and also a copy of every will to which any such probate or administration relates. District registrars (sec. 48) are to preserve original wills.

Where it shall appear (sec. 50) by affidavit of the person

applying for probate or administration, that the personal estate in respect of which such probate or administration should be granted, exclusive of what the deceased possessed as a trustee, but without deducting anything on account of the debts of the deceased, is under the value of £200; and that the deceased, at the time of his death, had no real estate, or that the value of his real estate was under £300, the judge of the county court having jurisdiction in the place in which it shall be sworn that the deceased had at the time of his death his fixed place of abode, shall have the contentious jurisdiction and authority of the Court of Probate in respect of questions as to the grant and revocation of probate of the will or administration of the effects of such deceased person, in case there be any contention in relation thereto; and the registrar (sec. 51) of such county court is to transmit certificate of decree for grant or revocation of probate. The affidavit of the facts giving the county court jurisdiction is to be conclusive (sec. 53), unless disproved while the matter is pending. Sec. 54 gives an appeal from the judge of the county court to any of the superior courts of common law, in like manner as is provided by the 13 & 14 Vict. c. 61. There is to be an option (sec. 55) of applying to Court of Probate in every case. Where a will affecting real estate (sec. 57) is to be proved in solemn form, or is the subject of a contentious proceeding, the heir and persons interested in the real estate are to be cited. Where the will (sec. 58) is proved in solemn form, or its validity otherwise decided on, the decree of the Court is to be binding on the persons interested in the real estate. The heir in certain cases (sec. 59) is not to be cited, and where not cited he is not to be affected by probate. Probate or office copy (sec. 60) is to be evidence of the will in suits concerning real estate, save where the validity of the will is put in issue.

Sec. 62 proposes that there shall be one place of deposit under the control of the Court of Probate, in London or Middlesex, in which all the original wills brought into the Court, or of which probate or administration with the will annexed is granted under this Act in the principal registry thereof, and copies of all wills the originals whereof are to preserved in the district registries, shall be deposited and preserved.

Sec. 66 enables the Court, pending any suit touching the validity of the will, or for obtaining, recalling, or revoking any probate or any grant of administration, to appoint a general administrator of the personal estate of such deceased person without the right of distributing the residue of the personal estate; and the Court may appoint, under sec. 67, a receiver of real estate *pendente lite*.

All pending suits except appeals are to be transferred to the Court of Probate; and power is given (sec. 80) to judges whose jurisdiction is determined to deliver written judgments in causes standing for judgment within six weeks after the commencement of the Act. Depositories are to be provided (sec. 86) for the wills of living persons, who may deposit their wills therein, upon payment of certain fees. The Act is not to affect the stamp duties on probates and administrations (sec. 87). The judge of the Court of Probate is to fix a table of the fees to be taken by officers of court and by officers of county courts (sec. 90). None of the fees payable to the officers of the Court of Probate or of any county court in respect of business under the Act, except the fees of the district registrars for their own use, the fees of proctors, &c., are to be received in money, but by stamps (sec. 92).

Sec. 96 gives power to the Commissioners of the Treasury to grant to any judges, registrars, and other persons holding office in existing courts, who may sustain any loss of emoluments by reason of the passing of the Act, and who are not transferred or appointed by or under the Act to offices in the Court of Probate, such compensation as having regard to the tenure and nature of their respective offices and appointments, notwithstanding the provisions of the 6 & 7 Will. 4, c. 77, s. 25, &c., the said Commissioners deem just and proper.

The remaining clauses principally relate to the compensation of particular individuals, and to the management of the fee fund. The following is the definition of common form business in the interpretation clause:—

> Common form business shall mean the business of obtaining probate and administration where there is no contention as to the right thereto, including the passing of probates and administrations through the Court of Probate in contentious cases when the contest is terminated, and all business of a non-contentious nature to be taken in the Court in matters of testacy and intestacy, not being proceedings in any suit, and also the business of lodging caveats against the grant of probate or administration.

DIVORCE AND MATRIMONIAL CAUSES BILL.

Sect. 2 proposes to enact that as soon as the Act shall come into operation, all jurisdiction now exercisable by any ecclesiastical court in England in respect of divorces *à mensâ et thoro*, and in all matters matrimonial, shall cease to be so exercisable, except so far as relates to the granting of marriage licences.

Sects. 3, 4, and 5 relate to the enforcement of prior decrees or orders, pending suits, and the jurisdiction of the present judges in relation to causes standing for judgment.

By sect. 6 all jurisdiction over causes matrimonial is to be exercised in the name of her Majesty in a court of record to be called "The Court of Marriage and Divorce," to consist of (sect. 7) the Chancellor, the Chief Justice of the Queen's Bench, the Chief Justice of the Common Pleas, the Chief Baron of the Exchequer, and the Judge of her Majesty's Court of Probate, constituted by any Act of the present session; any three of them, of whom the judge of the Court of Probate shall be one, to be a *quorum*.

The judge of the Court of Probate is to be called (sect. 8) the Judge Ordinary of the said court, and is to have full authority, either alone or with one or more of the other judges of the said court, to hear and determine all matters arising therein, except petitions for the dissolving of a marriage, and applications for new trials of questions or issues before a jury, and, except as last aforesaid, such Judge may exercise all the powers and authority of the said court; and (sect. 9) during the temporary absence of the Judge Ordinary, the Lord Chancellor may authorise the Master of the Rolls, or either of the Lords Justices, or any Vice-Chancellor, or any judge of the superior courts of law at Westminster, to act as Judge Ordinary of the said Court of Marriage and Divorce, and the Judge so acting is to exercise all the jurisdiction which might have been exercised by the Judge Ordinary alone.

Sects. 10, 11, and 12 relate to the sittings, the seal, and the officers of the court.

Sect. 13 proposes that all persons who have been admitted to practise as advocates or proctors respectively in any ecclesiastical court in England are to have the exclusive right of practising in the court in all matters which the Judge Ordinary may, without the concurrence of any other judge, hear and determine; and the advocates and proctors, and also all barristers, attorneys, and solicitors entitled to practise in the superior courts at Westminster, are to be entitled to practise in the court in all cases of petitions for the dissolving of a marriage, subject to such regulations as may be made by the said court.

By Sect. 14, in all suits and proceedings other than proceedings to dissolve any marriage, the court is to give relief on principles conformable to those on which the ecclesiastical courts have heretofore acted, but subject to the provisions contained in this Act, and to the rules and orders under it.

Sect. 15 enables any wife to present a petition to the said court praying for a divorce *à mensâ et thoro* on the ground that she has been deserted by her husband, and that such desertion has continued without reasonable excuse for two years or upwards and the court, on being satisfied of the truth of the allegations of such petition, may, if it shall see fit, decree a divorce *à mensâ et thoro* accordingly, and may make any order for alimony which it may deem just, and may (sect. 16) direct payment of alimony to wife or trustee.

Under sect. 17 a wife divorced *à mensâ et thoro* is to be considered as to property a *feme sole*; and also (sect. 18) for purposes of contract and suing.

By sect. 19, on adultery of wife or incest of husband, a petition for dissolution of marriage may be presented.

Sect. 22 enables the Court to pronounce a decree declaring a marriage to be dissolved; but the Court is not to be bound to pronounce such decree if the petitioner shall, in the opinion of the Court, have been guilty of unreasonable delay in presenting or prosecuting his petition, or of cruelty towards the other party to the marriage, or of having deserted the other party before the adultery complained of, and without reasonable excuse.

Under sect. 23 the Court may, on decree, on the petition of a husband, make it a condition that the petitioner shall, to the satisfaction of the Court, secure to the wife such gross sum of money, or such annual sum of money for any term not exceeding her own life, as, having regard to her fortune (if any), to the ability of the husband, and to the conduct of the parties, it shall deem reasonable.

Sect. 24 gives the Court power, before making its final decree, to make interim orders, and to make provision, in the final decree, with respect to the custody, maintenance, and education of the children.

Questions of fact (sect. 25) may be tried before the Court and

a jury, as at *Nisi Prius*; or the Court may (sect. 26) direct issues to try any fact.

The remaining part of the Bill relates for the most part to procedure only. The 32nd section enacts that witnesses shall be sworn and examined orally in open court; provided that parties shall be at liberty to verify their respective cases in whole or in part by affidavit, but so that the deponent in every such affidavit shall, on the application of the opposite party, or by direction of the Court, be subject to be cross-examined orally in open court, and after such cross-examination may be re-examined by the party by whom such affidavit was filed; and by sect. 34 the rules of evidence observed in the superior courts of common law at Westminster are to be applicable to and observed in the trial of all questions of fact in the Court of Marriage and Divorce.

It is proposed (sect. 41) that there should be an appeal from the Judge Ordinary to the full Court; and (sect. 42) an appeal thence to the House of Lords in case of petition for dissolution of a marriage; but no such appeal to the House of Lords shall be had on any matter except on a question of law to be stated in a case to be prepared by the party appealing and approved of by the Court.

By sect. 43 liberty is given to parties to marry again when the time limited for appealing shall have expired, and no appeal shall have been presented, or when any such appeal shall have been dismissed, or when in the result of any appeal any marriage shall be declared to be dissolved.

By sect. 44, after the Act shall have come into operation, no action shall be maintainable for criminal conversation unless the person bringing the same shall have first obtained, under the provisions of this Act, a final decree dissolving his marriage.

The following clause has been added upon the motion of Lord St. Leonards: Where a wife is deserted by her husband, and that desertion has continued without reasonable excuse for one year or upwards, and the wife is maintaining herself by her own lawful industry, it shall be lawful for the wife to make application to any justice of the peace, and show cause that she has reason to fear that her husband or her husband's creditors will interfere with her earnings, and thereupon it shall be lawful for the justice to give to the wife an order restraining the husband, or creditor, from interfering with the wife's earnings or property in manner aforesaid; which order shall be in force for six months from the date thereof, unless sooner discharged or varied by an order of two or more justices of the peace in petty sessions, and while in force shall protect the wife and her earnings and property aforesaid against all actions, &c., by the husband or creditor; and any such wife shall be at liberty to apply for a renewal of such order at the expiration of the former order; and any person acting in wilful disobedience to any such order, shall be liable to a fine, and in default of payment, to imprisonment.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, May 22.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

The House went into committee on this Bill.

Clause 1 was agreed to. Upon clause 2,

Lord ST. LEONARDS moved an amendment, the object of which was to withdraw real estates from the jurisdiction under this Bill.

The LORD CHANCELLOR opposed the amendment, and said that the Bill would not involve the necessity of probate of real estate in ordinary cases; but he proposed, that, when there was a contest, probate should be conclusive both as to real and personal estate.

The committee divided. The numbers were:—For the amendment, 35; against it, 56—majority, 21.

The clause was then agreed to, as were also clauses 3 and 4.

On clause 5, Lord WYNFORD observed, that, on the previous discussion, the Lord Chancellor had represented that it was the opinion of Dr. Lushington that one judge would be sufficient for all the duties—Admiralty, matrimonial, and probate. He was informed, however, that the opinion of that learned gentleman had since been modified, and that he was inclined to think that one judge would not be adequate for the purpose. He, therefore, wished to know whether it was intended to leave the present clause as it now stood?

The LORD CHANCELLOR was afraid that he had unintentionally gone beyond what his learned friend authorised him to say. The learned gentleman was now inclined to think, without expressing a confident opinion on the point, that one judge would not be sufficient, in consequence of the increase of Admiralty business. It was, however, unnecessary to make any alteration in the present clause.

This clause was then agreed to; and clauses 6 to 22 inclusive, with some amendments.

Upon clause 23, which provides that the Court shall have throughout all England the same powers as the Prerogative Court within the province of Canterbury,

The LORD CHANCELLOR, in reply to suggestions of Lords ST. LEONARDS and CAMPBELL, acknowledged the desirability of making probates everywhere interchangeable; but said, that they would first make this Bill perfect for England, after which there would be no difficulty in framing an Act to extend to Scotland and Ireland.

The clause was then agreed to; as were clauses 24 to 36.

On clause 37, Lord ST. LEONARDS proposed that the appeal should be to the House of Lords instead of to the Privy Council. To which the LORD CHANCELLOR assented, and the clause as thus amended was agreed to.

Clauses 38 to 95 were then agreed to, after certain verbal alterations.

On clause 96, the Bishop of LONDON observed, that no provision was made for the payment of the Chancellor and Registrar of the diocess of London; and he hoped, that, before the report was brought up, the noble and learned lord would provide for the payment of those important officials, not only in the diocess of London, but in other dioceses.

The LORD CHANCELLOR said, that, although he could not admit the propriety of imposing a tax on the probate of wills in order to maintain ecclesiastical officials, he would consider the suggestion of the right rev. prelate.

The clause was then agreed to, as were also the remaining clauses of the Bill, and the schedules.

Monday, May 25.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The House went into committee on this Bill.

Clauses 1 to 5 inclusive were agreed to. On clause 6, The LORD CHANCELLOR, in reply to Earl GREY, said, it was not his intention to propose that questions arising under the present Bill should be decided by county court judges.

Earl GREY said, it seemed to him to be a bad practice to constitute courts of persons whose time was at present fully occupied by other business. It was perfectly clear, that, if the tribunal was constituted as now proposed, one of two things must happen—either such a scale of fees would be created as would debar all persons who could not command a large sum of money, or the court must very soon be choked up by the mass of business that would come before it. He thought that kind of divorce which simply implied separation ought to be made more accessible than this Bill made it to the humbler classes of society. The right course would be, to allow a wife, in cases of cruelty, to apply to the ordinary tribunals for a separation, instead of being compelled to go to a special tribunal appointed for that purpose. The ordinary tribunal might have the power to hear the case, and then report the result to some central authority that might be constituted, that authority being enabled to grant divorce *à mensâ et thoro*.

Lord CAMPBELL thought that the court proposed by the Bill was the best that could be formed for that purpose; and he doubted whether the new court would be at all overborne by the weight of business.

The clause was then agreed to; as were also clauses up to 13.

After clause 14, Lord St. LEONARDS moved to insert a clause giving a woman deserted by her husband for one year or upwards a short and summary remedy for the protection of her property, by application to a justice of the peace, whose order, restraining the husband from interfering with her property, should be in force for six months, unless appealed against and renewable.

Lord CAMPBELL thought the amendment would produce great confusion. The object was most laudable, but the means were utterly futile.

The proposed clause was agreed to on a division—Contents, 52; non-contents, 44: majority, 8.

Clause 15 was, upon the motion of Lord St. LEONARDS, negatived.

On clause 19 the Earl of DONOUGHMORE moved, as an amendment, that a wife should be placed upon the same footing as her husband with regard to divorce *à vinculo matrimonii*.

Lord LYNDHURST supported the amendment.

The LORD CHANCELLOR and Lord CAMPBELL opposed it; and, on a division, it was rejected.

Lord LYNDHURST proposed an amendment to the clause, to the effect that wilful and malicious desertion for five years should be a sufficient ground on which a dissolution of marriage might be pronounced.

The LORD CHANCELLOR opposed the amendment as one which would lead to the greatest difficulties.

Lord CAMPBELL thought the amendment was contrary to the principle of the Bill, which was to change, not the law of divorce, but the administration thereof.

On a division, the majority against the amendment was 89.

On clause 21, the Earl of MALMESBURY moved an amendment prohibiting persons from petitioning for divorce who should be proved to have notoriously cohabited together before marriage.

The LORD CHANCELLOR saw no objection to the introduction of a provision to meet such cases, and said he would consider the subject before the report was brought up.

The clause was then agreed to, as was also clause 22.

On clause 23, the Bishop of OXFORD called attention to the circumstance that the Bill made no provision for the allowance of alimony to a wife who obtained a divorce against her husband.

The LORD CHANCELLOR expressed his readiness to consider the propriety of altering the clause.

The Earl of DERBY gave notice that Lord St. Leonards would bring forward on the report a clause constituting adultery a misdemeanor, and imposing a fine on the adulterer.

On the 43rd clause, giving liberty to parties to re-marry, the Bishop of OXFORD moved that it be omitted.

The Archbishop of CANTERBURY proposed, as an amendment, that the liberty of re-marriage should be restricted to the party on whose petition the marriage shall have been dissolved; which was carried.

Lord CAMPBELL moved, it being then nearly 1 o'clock, that the House should resume; which was agreed to.

Thursday, May 28.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

On the bringing-up of the report of amendments, Earl STANHOPE objected to the transfer of the right of appeal from the Privy Council (as it originally stood in the Bill) to the House of Lords. If the amendment was adhered to, he thought their appellate jurisdiction ought to be placed on a more satisfactory footing than at present.

The Earl of MALMESBURY presented a petition from the proctors of Doctors' Commons against the Bill, signed by 87 out of 104 proctors, setting forth that the Bill if passed would reduce the supposed amount of their profits from £90,000 to £15,000 a-year.

Lord WYNFORD instanced the more liberal manner in which another class of practitioners were to be treated, compensation being guaranteed to the office-holders in the different episcopal courts throughout the country. A great many of those offices were held by persons who had never practised in any court whatever.

The LORD CHANCELLOR said, he intended by an alteration of the 96th clause in the Bill to restrict compensation to persons who had actually discharged duties.

The report was then received.

TRANSPORTATION AND PENAL SERVITUDE BILL.

This Bill was read a second time, and ordered to be committed on Friday, June 5th.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The House having resolved into committee on this Bill, the Bishop of OXFORD asked permission to move a proviso at the end of the 43rd clause to enable clergymen on conscientious objections to refuse to perform the marriage service over any person who had been married and divorced during the lifetime of the party from whom he or she had been divorced. Which was lost on a division by a majority of 52.

On clause 44, relating to the action for criminal conversation, the LORD CHANCELLOR stated his reasons for leaving the action of crim. con. untouched, as in a former Bill, but enabling it to be brought after divorce was obtained, thus making it a condition precedent that the wife's guilt should be established.

Lord LYNDHURST objected to the principle of the law as it now existed, and proposed therefore, by way of amendment, to strike out words in the clause, the effect of which would be to abolish altogether the action of crim. con.

Lord WENSLEYDALE opposed the amendment, believing the action of crim. con. to be coeval with the law of England, and its principle recognised by several of the continental nations. And he objected to the postponement of the action until after a divorce was obtained, because it would preclude Roman Catholics from obtaining any redress for injuries of this nature.

Lord CAMPBELL considered the action of crim. con., as now existing, a discredit to the law of this country, which was almost the universal opinion of the English bar and of the English people. He should vote for the amendment, with the understanding that some substitute should be brought forward, treating the offence as a crime.

Earl GRANVILLE suggested, as their lordships seemed agreed that there was great objection to the present system of bringing an action for damages, and also that there was difficulty in finding a sufficient substitute, that the amendment should be now withdrawn, on the understanding that the whole subject should be considered on the report.

The Earl of DERBY suggested that the words now proposed to be left out should be omitted, and that the first words of the proposition of Lord St. Leonards should be embodied in the Bill, so that the effect of the clause would be to provide that it should not be competent for any person to bring an action for damages for criminal conversation, but that whoever should commit adultery with a married woman should be deemed guilty of a misdemeanour.

The LORD CHANCELLOR said that he would have no objection to that, and the clause as amended was agreed to.

The remaining clauses and the preamble were agreed to.

The House resumed, and the Bill was reported.

HOUSE OF COMMONS.

Friday, May 22.

TRANSPORTATION AND PENAL SERVITUDE BILL.

Several members urged the postponement of the third reading; which was resisted by Sir G. GREY, and the Bill ultimately passed.

Monday, May 25.

THE GRAND JURY SYSTEM.

Sir. F. THESIGER gave notice that on Tuesday, the 9th of June, he should ask for leave to bring in a Bill to dispense with the attendance of grand juries at the Central Criminal Court and courts of quarter session within the police district, except in certain cases.

THE INNS OF COURT.

The ATTORNEY-GENERAL, in reply to Mr. WARREN, said that her Majesty's Government had expected that the Inns of Court would have voluntarily adopted the measures recommended by the commission for securing the great object of providing for the effectual education of students for the bar. He was sorry, however, to say that there was a division between the different Inns of Court upon the subject. The Inner and Middle Temple were desirous of carrying out the plan proposed by the commissioners, but Lincoln's-inn and Gray's-inn were opposed to such a course, a resolution to that effect having been passed by a majority of one vote. If that state of things should continue, it would be the duty of Government to introduce a Bill upon the subject, but they did not intend to do so until next session.

Thursday, May 28.

JOINT-STOCK BANKS.

Mr. HEADLAM asked whether Government intended to introduce a measure during the present session to regulate the construction of joint-stock banks, and more especially to apply the principle of limited liability to such establishments?

The CHANCELLOR of the EXCHEQUER answered in the affirmative.

JOINT-STOCK COMPANIES, &c., BILL.

This Bill was read a second time, the ATTORNEY-GENERAL having expressed his readiness to consider any alterations which might be proposed in it in committee.

PRIVATE BILLS.

FRIDAY EVENING.

The last week has been rather a dull one as regards business. The House did not sit on Tuesday, out of compliment to her Majesty's birthday; and Wednesday being the Derby day, hon. members gave themselves a holiday, and no doubt a House could have been made without much trouble on Epsom Downs. The committees followed the example of the House, except "the Liverpool group," "the Broad and Narrow group," and "the Lancaster and Carlisle group," which stuck to their work as usual. The Broad and Narrow Gauge Committee are going

into the whole of the old question. The South-Western case is closed, and the counsel for the opposing landowners and the Salisbury Market-house Company have been heard against the South-Western Bill; and the first witness for the Southampton, Bristol, and South Wales Company has been called. Several witnesses have been examined on behalf of the South-Western Company, including some of the leading City men engaged in colonial trade, one of the great questions being whether Southampton will ever become a port for colonial produce, so as to compete with London and Liverpool. The arrangements between the broad and narrow gauge have also occupied much attention. It may safely be calculated that, inclusive of the Whitsuntide holidays, another fortnight or three weeks must elapse before the committee decide on the two schemes.

The Liverpool Group Committee have been mainly occupied on the Mersey Conservancy Bill, which, in plain English, is a contest between Manchester and Liverpool. If the Mersey Bill is passed, the effect will be, that the power of regulating the port will remain in the hands of the corporation, but the funds, amounting to a very large sum, will be devoted to the improvement of the port, and taken out of the private management of the corporation of Liverpool. Sir James Graham is in the chair, and no doubt the whole matter will be sifted to the bottom; but the question is, whether there will be sufficient time left to get the Bills through second reading in the Lords before the 21st of July, which is the last day for so doing. The cause of Manchester being interested in the question is, that Manchester goods are liable to the port dues of Liverpool, and the manufacturers are trying hard to obtain emancipation.

The question before the Lancaster and Carlisle Committee involves, in fact, a death struggle between the Great Northern, and North-Western, and Midland Companies. The length of line in dispute is of small importance as regards distance, but the object aimed at by the Great Northern is to get on to the North-Western line, and so book through from the Great Northern Station in London to Glasgow and Edinburgh. If the Great Northern succeed, they will have by far the shortest route to Scotland, and doubtless there will be a ruinous competition, similar to that which took place a few months back, when both companies, Great Northern and North-Western, were carrying passengers *to Peterborough and back*, first class, for three or four shillings. At the first blush, the Great Northern Bill looks like, what is called in Parliamentary language, a "cuckoo's-nest scheme," or, in other words, an attempt by one company to lay their eggs in another bird's nest. With such an able and industrious chairman as Sir James Buller East, there is no fear but that ample justice will be done. Mr. Beckett Denison, of Big Ben notoriety, and son of the chairman of the Great Northern Company, appears indefatigable in his attempts to follow up all the ins and outs of the story, and there was no little amount of clever fencing between the learned gentleman and some of the old hands, who have been in the witness-box any number of times during the last ten or fifteen years.

The group of Road Bills is progressing steadily, and the Ely Tidal Harbour Group may almost be said to be "dragging its slow length along," although in reality such is not the case, as the interests at stake are very heavy, and the case involves a large amount of evidence which cannot be hurried over.

All the committees have adjourned over Whitsuntide, and will not meet again till Thursday. Committees on six new groups will meet on the 4th of June — viz. the Kent Railway group, an Irish railway group, a Scotch railway group, and a railway group which may be called a colliery group, as the Bills mostly involve interests affecting the coal districts. There is also a gas and water group, and a remarkably mottled group, commencing with a Canadian railway and land company, and winding up with a Bill relating to Salford borough. There is also a Bill in this group relating to the recovery of sunken vessels, so the committee cannot complain of a dearth of variety of evidence. Four committees, not on railways, are appointed for the week commencing the 8th of June. One group, N, relates principally to metropolitan improvement and local gas and water; P comprises the Tweed Fisheries; Q the Weaver Navigation; and R the Watchet Harbour Trusts. The railway groups 1 and 8 are fixed for the week commencing 15th June. 1 comprises Bills relating to Metropolitan Railways, and a Reading Junction Railway; and 8 is composed of Manchester Railway Bills.

The grand week of parliamentary business will commence with June 8th, when it is supposed that as many as twenty committees will be sitting at the same time.

Court Papers.

Chancery Sittings.

The full Court of Appeal will sit on Monday, Tuesday, and Wednesday, the 1st, 2nd, and 3rd of June next.

Queen's Bench.

NEW CASES.—TRINITY TERM, 1857.

SPECIAL PAPER.

Dem.	Beaver *v.* The Mayor, &c., of Manchester.
"	Hodson *v.* The Observer Life Assurance Society.
"	Gee *v.* Smart.
Sp. Case.	The Mayor, &c., of Colchester *v.* Prestney and Another.
Dem.	Le Feuvre *v.* Miller.
"	The Plate Glass Universal Insurance So. *v.* Limley.
Dem. to Plta. Replication.	Le Feuvre *v.* Miller.

NEW TRIAL PAPER.

Middlesex.	Tennant *v.* Field (tried during Easter Term last).

Common Pleas.

NEW CASES.—TRINITY TERM, 1857.

DEMURRER PAPER.

Tuesday, June 2.

Dem.	Dimmack and Another *v.* Bowley (sued as Bowley and Others).
"	Dunston *v.* Paterson.
Case by order.	Bedford, Clerk, *v.* The Warder and Society of the Royal Town of Sutton Coldfield.
"	Silver *v.* Bedford, Clerk.
Co. Court Ap.	Weaver, Appellant, *v.* Joule and Others, Respondents.

Friday, June 5.

Case by order.	Poppleton *v.* Buchanan.
Dem.	Tabor and Others *v.* Edwards.
"	Pugh *v.* Stringfield and Another.

NEW TRIAL PAPER.

London.	Turner and Another *v.* White.

Exchequer of Pleas.

NEW CASES.—TRINITY TERM, 1857.

SPECIAL PAPER.

Sp. Case.	Bowen *v.* Bagott.
Dem.	Martin *v.* Meredith.
"	Bill *v.* Richards.
"	Taylor *v.* Hale.
"	Knill and Another *v.* Hooper.
"	Aspden *v.* Kerr.
Sp. Case.	Roberts *v.* Aulton.

NEW TRIAL PAPER.

L. C. Baron.	Abbott *v.* Feary.
B. Martin.	Collett *v.* Foster.

Exchequer Chamber.

SITTINGS IN ERROR.

The Court will take errors from the Queen's Bench on Saturday, Monday, Tuesday, and Wednesday, the 13th, 15th, 16th, and 17th of June next; and if the cases are not concluded on those days, they will be resumed on Tuesday the 23rd, and Wednesday the 24th June.

Errors from the Common Pleas will be taken on Thursday June 18; and Errors from the Exchequer of Pleas on Friday the 19th, and Saturday the 20th June, and, if necessary, on Monday the 22nd June.

THE CIRCUITS OF THE JUDGES.

On Thursday morning, the Judges met in the Court of Exchequer Chamber, according to appointment, and proceeded to choose their circuits for the Assizes, which will be held after the present Term. The following is the result:—

HOME—The Lord Chief Baron and Mr. Justice Willes.
OXFORD—Barons Martin and Bramwell.
WESTERN—Justices Coleridge and Crompton.
NORTHERN—Barons Watson and Channell.
NORTH WALES—Lord Chief Justice Cockburn.
SOUTH WALES—Mr. Justice Crowder.
NORFOLK—Lord Campbell and Mr. Justice Williams.
MIDLAND—Mr. Justice Cresswell and Mr. Justice Erle.

Mr. Justice Wightman will remain in London, and attend to the business to be transacted at Chambers.

Births, Marriages, and Deaths.

BIRTHS.

CHOLMELEY—On May 28, at 11 Gloucester-villas, Maida-hill, the wife of Stephen Cholmeley, Lincoln's-inn, solicitor, of a son.

SHAW—On May 23, at 26 Belgrave-road, the wife of George Shaw, Esq., barrister-at-law, of a daughter.

MARRIAGES.

GWILLIM—DUCMANTON—On May 21, at Stretton Sugwas, in the county of Hereford, by the Rev. H. C. Key, M.A., rural dean, John Gwillim, Esq., solicitor, Hereford, to Harriett Maria, second daughter of William Ducmanton, Esq., London, and niece of Mrs. James, Stretton.

LANGHAM—FREEMAN—On May 21, at Westham, by the Rev. Henry Thomas Grace, B.A., Thomas Parker Langham, of Hastings, solicitor, to Ellen, youngest daughter of Mr. George Freeman, of Westham, Sussex.

DEATHS.

BOTELER—On May 19, at Eastry, in Kent, aged 42, Sarah, fourth daughter of the late William Fuller Boteler, Esq., Q.C.

DAVIES—On May 22, at the University Club, David Arthur Saunders Davies, Esq., M.P. for Carmarthenshire, aged 65.
FLETCHER—On May 24, at Cross, Saddleworth, aged 47, Charles Fletcher, Esq., conveyancer, of Manchester.
GIFFORD—On May 26, at Albury, The Lady Gifford, Dowager, widow of Lord Gifford, late Master of the Rolls, aged 62.
HALL—On May 26, at Folkestone, Robert Hall, Esq., M.P. for Leeds, Recorder of Doncaster, and Deputy-Recorder of Leeds.
JARVIS—On May 20, at King's Lynn, Rebecca, wife of Lewis Weston Jarvis, solicitor, aged 81.
LEATHAM—On May 24, aged 43, at the Elms, Ham-common, John Arthington Leatham, Esq., barrister-at-law, eldest son of the late William Leatham, Esq., banker, Wakefield.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ABSOLOM, GEORGE, Cannon-st., grocer, SAMUEL BENDRY BROOKE and JOHN HULBERT, Old Jewry, tea-brokers, £66 : 10 : 2 Consols.—Claimed by SAMUEL BENDRY BROOKE, the survivor.
ARUNDEL, JOHN, Huntingdon, Kt., and JOHN GOODMAN MAXWELL, Gazeley, near Peterborough, Esq., £787 : 13 : 7 Consols.—Claimed by JOHN GOODMAN MAXWELL, the survivor.
BELSON, FREDERIC, Rochester, Esq., £500 New 3 per Cents.—Claimed by FREDERIC BELSON.
BERESFORD, ELIZABETH, Charles-st., St. James's, spinster, £195 : 0 : 3 Consols.—Claimed by ELIZABETH EDEN, wife of Rear-Admiral HENRY EDEN, formerly ELIZABETH BERESFORD, spinster.
BRIGGS, GEORGE, Wigmore-st., Cavendish-sq., fishmonger, deceased, and HENRY GEORGE BRIGGS, a minor, £39 : 10 : 7 New 3 per Cents.—Claimed by HENRY GEORGE BRIGGS, the survivor, now of age.
CRABB, ANNA MARIA, Droxford, Hants, spinster, £400 Consols.—Claimed by ANNA MARIA HAMMOND, widow, formerly ANNA MARIA CRABB, spinster.
FERNIE, DAVID, St. Andrews, N.B., Gent., £379 : 5 : 2 Consols.—Claimed by THRIFT TOD, widow, administratrix.
GARDINER, Rev. HENRY WILLIAM, Barnstaple, Devon., £100 Reduced.—Claimed by MARGARET BIDDERS, spinster, CHARLES GRIBBLE and CHARLES BROWN, executors of PRUDENCE BIDDERS GARDINER, widow, the sole executrix.
GOODWIN, JENNY, Kidbrook Lodge, Blackheath-park, spinster, £1,500 Consols.—Claimed by CHARLES LENNOX MOORE TEESDALE and WILLIAM RODWELL, surviving executors.
HIBBERT, MARY ANN, Munden, Herts, spinster, £140 : 15 : 11 Consols.—Claimed by GEORGE HIBBERT, acting executor.
JOHNSON, JOHN RICHARD, Pleasant-row, Holloway-road, Islington, Gent., £150 New 3 per Cents., and £250 Consols.—Claimed by Rev. JOHN RICHARD JOHNSON.
MITFORD, JOHN, Newtown, Hants, Esq., £110 New 2½ per Cents., substituted for £100 New South Sea Annuities.—Claimed by HENRY REVELEY MITFORD, administrator.
NAYLOR, WILLIAM, Midgham, Newbury, Berks, Gent., £25 Consols.—Claimed by WILLIAM NAYLOR.
PAGE, JOHN, Tower Royal, milkman, and HANNAH PAGE, his wife, £25 Consols—Claimed by JOHN PAGE and HANNAH PAGE.
PENSON, JOSEPH, Campden, Gloucestershire, currier, £22 : 6 : 5 New 3 per Cents.—Claimed by JOSEPH PENSON.
POLLOCK, Sir ROBERT CRAWFORD, Upper Pollock, Renfrew, Bart., £1,089 : 18 : 4 Consols.—Claimed by ROBERT GRANT, administrator.
PRICE, ELEANOR, Tenbury, Worcestershire, spinster, £50 Consols.—Claimed by ELIZABETH PRICE, spinster, administratrix.
RUSHBROOKE, ROBERT, Esq., and JOHN PARKERSON DE CARLE, tanner, deceased, both of Rushbrooke-park, Suffolk, £125 Consols.—Claimed by ROBERT FREDERIC BROWNLOW RUSHBROOKE, Esq., the Rev. CHARLES JAMES CARTWRIGHT, JAMES STURGEON, and HENRY STURGEON, Gent.
STAPLES, ELIZABETH, York-sq., Regent's-park, spinster; SIBELLA CHRISTINE HARRIOTT, and CLARA MATILDA HARRIOTT, both minors, £338 : 3 : 5 New 3 per Cents.—Claimed by ELIZABETH STAPLES, SIBELLA CHRISTINE SAUNDERS, wife of SAMUEL SAUNDERS (formerly S. C. Harriott, spinster), and CLARA MATILDA BUNBURY, wife of THOMAS BUNBURY (formerly C. M. HARRIOTT, spinster).
SWINNERTON, THOMAS, Butterton, Staffordshire, Esq., £280 : 2 : 8 Reduced.—Claimed by Sir LIONEL MILBORNE SWINNERTON PILKINGTON, Bart., administrator.
SYMONS, Major WILLIAM HALES, Chaddlewood-house, Plymouth, Devonshire, £1,200 Reduced.—Claimed by GEORGE WILLIAM SOLTAN and WILLIAM FRANCIS SOLTAN, surviving acting executors.
WEBB, WILLIAM, New Providence, Bahama Islands, Esq., £50 : 10 : 1 New 3 per Cents.—Claimed by WILLIAM WEBB.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

BARNES, DIANA (widow of EDWARD BARNES, late of Tirley, Gloucestershire, Gent.), now residing at a private lunatic asylum, called Sandywell-park, near Cheltenham.—Her heirs or next of kin to come in and prove their kindred before E. Winslow, Esq., Master in Lunacy, at 45 Lincoln's-inn-fields. DIANA BARNES has been twice married, first, to J. DIPPER, jun., Southwick, Tewkesbury, Gent., who died about thirty-eight years since; and, secondly, to said E. BARNES. Her maiden name was TOMKINS. She had a sister, MARY, who married JOHN BROMAGE, and died, leaving issue a daughter, named DIANA BROMAGE, and a son, R. TOMKINS, locksmith, at Rugeley, and who died in 1856.
CAMPBELL, JAMES (who died in Jan. 1856), rope manufacturer, Red-bank, Manchester.—His next of kin, or their legal personal representatives, to come in and prove their claims on or before June 22, at office of District Registrar, 4 Norfolk-st., Manchester.
EVANS, BLANCHE (who died in March, 1841), St. Melon's, Monmouthshire, spinster.—Her next of kin at time of her death, or their legal personal representatives, to come in and make out their claims on or before June 24, at V. C. Stuart's Chambers.
SCOTT, JOHN, Ballarat, Co. Grenville, Victoria, storekeeper, and formerly of Stewart Inn (or Stewarton?), Glasgow, baker.—His heirs or heiresses at law are requested to communicate immediately, by letter or otherwise, with Messrs. Grace & Yoole, town clerks, St. Andrews, Scotland, who will furnish the heirs with information regarding the said JOHN SCOTT'S estates.—St. Andrews, May 18, 1857.
SERGESON, JOSEPH (who died in Feb. 1857), Liverpool, grocer.—Next of kin to come in and prove their claims on or before June 22, at office of District Registrar, 1 North John-st., Liverpool.
TOMLINS, FRANCIS.—Next of kin to come in and prove their claims on or before May 6, 1858, at V.C. Kindersley's Chambers. FRANCIS TOMLINS was the son of WILLIAM TOMLINS, coach-builder, in Brunswick-st., Hackney-rd. He left London for Swan River in 1829, and was residing, in 1836, at Hobart Town, and entitled to a small portion of money in the Court of Chancery.

Money Market.

CITY, FRIDAY EVENING.

The course of the market in the English Funds this week has been nearly the same as last week. There was a gradual improvement for the first three days which has been all lost subsequently, therefore there is not any noticeable variation from this day week. Throughout the week the demand for money both in the Stock Exchange and in the discount market has been active and increasing. The variation in the French Funds has been similar to that in the English Funds, other Foreign Funds have been steady without animation. From the Bank of England return for the week ending the 23rd May, 1857, which we give below, it appears that the amount of notes in circulation is £19,031,480 being a decrease of £213,445, and the stock of bullion in both departments is £9,804,827, shewing a decrease of £48,782 when compared with the previous return.

Count d'Argout the governor of the Bank of France retires after holding that post of high responsibility more than twenty years. A letter has been published by M. Pereire the President of the Crédit Mobilier, in reply to certain statements in the London daily press relative to his supposed family connection with M. Charles Thurneyssen, and reflecting on his management of the Crédit Mobilier; and M. Pereire complains of what he designates as insinuations, and unfounded reports.

The Africa from New York has brought £307,000 nearly all in gold, and there have been several other arrivals of specie of considerable amount. It is estimated that the Indus will take out with the mail to China, on the 4th June, £700,000 or more in silver and gold.

The returns of the Board of Trade for the month of April have been issued this week, and shew a large increase when compared with the corresponding month of last year. The increase is more than £560,000, being at the rate of nearly 6 per Cent. additional to the returns of that month. The largest increase is under the heads of cotton yarn, and iron and steel. Reports from the manufacturers of Manchester, Leicester, Huddersfield, and other places, say there is no improvement in the demand for goods, and that stocks are augmenting in their hands.

In the Corn Market at Mark-lane an advance of from 2s. to 3s. per quarter has been established. Reports from the country markets generally show some advance, and flour also is higher in price. In barley and oats prices tend upwards. The supply of grain from abroad since the late favourable change in wind and weather has only been to a moderate extent. The prospect of harvest is represented as being good in England. In France all accounts concur in describing the growing crops as excellent. The last reports from the provincial corn markets announce that they are well supplied with wheat. The farmers feel the necessity for clearing out their granaries in expectation of an abundant harvest. The appearance of the vines in the wine-growing departments has greatly improved of late. Nevertheless, the price of wine is not decreasing, but the holders of stock are more willing to sell. Large quantities of foreign wine continue to arrive in the South of France.

A railway from the Danube to the harbour of Kostendje, in the Black Sea, is said to be the intended result of plans which have been many years before the Porte. The river approaches within forty miles of the coast, and is then turned off by high lands to the north, and flows a distance of two hundred miles of very bad navigation before it falls into the sea. A canal was projected, but was found likely to prove difficult and expensive if not impracticable. The cost of the railway is expected to be moderate. The advantage to the trade of the Danubian Principalities will be very great. The question of the administration of those provinces remains undecided. The unionists complain of persecution. England acts with Austria in opposition to the union, and both are understood to agree with the views of the Porte. France acts in support of the union, in favour of which there is a strong expression of opinion by the people themselves, without any movement on the other side sufficiently manifest to demand attention.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 23RD DAY OF MAY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,533,315	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,058,315
		Silver Bullion	...
	£23,533,315		£23,533,315

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,326,131
Rest	3,351,807	Other Securities	17,668,848
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,555,566	Notes	4,501,835
Other Deposits	9,088,620	Gold and Silver Coin	746,512
Seven day & other Bills	694,333		
	£33,243,326		£33,243,326

Dated the 28th day of May, 1857 M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	213½	213½	213½ 12	212½	213¾	212½
3 per Cent. Red. Ann.	92¼ ⅝ ½	92¼ ⅜	92¼ ⅜ ½	92¼ ⅜	92¼ ⅜ ⅝	92¼
3 per Cent. Cons. Ann.	93½ ⅝	93⅝ ⅝	93⅝ ½	93⅝ ⅝ 4	93¼ ½	93⅜
New 3 per Cent. Ann.	92½ ⅜	92⅜ ½	92⅜ ½	92⅜ ⅜	92¼ ⅜ ⅝	92⅜
New 2½ per Cent. Ann.	...	...	77½	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	18	...	...	18 1-16
India Stock	...	220	220 22	...	222	...
India Bonds (£1,000)	3s. dis.	...	...	7s. dis.	...	...
Do. (under £1,000)	...	4s. dis.	4s. dis.	7s. dis.	7s. dis.	4s. dis.
Exch. Bills (£1,000) Mar.	6s. pm.	6s. pm.	4s. pm.	6s. pm.	7s. dis.	4s. pm.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	...	...	4s. pm.	6s. pm.	...	...
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	...	...	4s. pm.	7s. pm.	...	...
June	...	...	...	...	...	...
Exch. Bills Advertised	3s. pm.	3s. pm.	3s. pm.	3s. pm.	4s. pm.	4s. pm.
Exch. Bonds, 1858, 3½ per Cent.	98⅝	...	...	...	...	99
Exch. Bonds, 1859, 3½ per Cent.	...	99 8⅛	98⅝ 9	...	...	99

Insurance Companies.

MAY 15.

Equity and Law	5⅞
English and Scottish Law	4½
Law Fire	3½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and General Life	5
London and Provincial	3
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	90	...	...	...	...
Caledonian	71⅝	72½	72½	72	73½	72⅛
Chester and Holyhead	...	36½	...	35⅝	...	36½
East Anglian	...	18⅛	18⅝	...	...	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	97	...	98	...	...	...
Edinburgh and Glasgow	...	59	...	59½	...	...
Edin., Perth. & Dundee	...	33	33	...	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	...	96½ ⅝	96	...	...
Gt. South & West. (Ire.)	...	...	...	...	104¼ 3½	104½
Great Western	66½ ½	...	66¼ ½ ½	66⅝ ½ ½	66¾ ½	66½
Lancashire & Yorkshire	...	101½ 1	100⅝ ½	100½ ⅝	100⅝	100½
Lon., Brighton, & S. Coast	...	112	112 11½	...	...	111⅛
London & North Western	104½ ⅝	104¼ ½	104	104⅝	104⅝	104
London and S. Western	98½	98½ ⅝	98⅝ ½ ⅝	98½ 8	99½	99½
Man., Shef., and Lincoln	41⅛	42⅝ ⅝	43 2½	42½ ⅝ ½	43¼	42⅝
Midland	82⅝ ⅝	83 2⅝	82¼ ⅝ 3	83½	83½ ⅝	83½
Norfolk	63¾ ½	63½	64	63½	...	63
North British	42⅝	43	...	...	43½	43½
North Eastern (Berwick)	86½	87 6½	86½ ½	86⅝	87½	87½
North London	...	...	97	...	...	...
Oxford, Worc. & Wolv.	...	...	...	30½	31	...
Scottish Central	...	...	...	...	...	105
Scot. N.E. Aberdeen Stock	...	25½ ½	...	...	...	...
Shropshire Union	...	49½	...	48½	...	...
South-Eastern	74	74½ ½	74½	...	75 4½	...
South-Wales	86½ ½	86⅝ ⅝	87½ 7	87⅝	...	88

London Gazettes.

MEMBER OF PARLIAMENT.

Borough of Penryn.—Thomas George Baring, Esq., one of the Lords of the Admiralty.

Bankrupts.

TUESDAY, *May* 26, 1857.

ATKINSON, ROBERT (trading under name of M. Green), Draper, Hendon-rd., Sunderland. June 9 and July 7, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sol.* Brignal, Durham. *Pet.* May 22.

BARRY, JOHN (John Barry & Co.), Linen and Woollen Draper, Cashel, Clonmel, Co. Tipperary; also at Manchester. June 10 and July 1, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Slater & Myers, Manchester. *Pet.* May 23.

BUTLER, EDWARD, Tailor, 21 Clifford-st., Bond-st. June 9 and 30, at 2.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Taylor & Woodward, 28 St. James-st. *Pet.* May 23.

ELGEY, JOSEPH BOWRON, Commission Agent, Horton, Bradford, Yorkshire. June 12 and July 3, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Terry, Watson, & Watson, Bradford; or Bond & Barwick, Leeds *Pet.* May 21.

FLEMING, JOHN, Nautical Instrument Manufacturer, 9 High-st., Wapping. June 3, at 12, and July 1, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Harwood, 10 Clement's-la. *Pet.* May 22.

HILL, ELIZABETH, Coachbuilder, Little Moorfields. June 8, at 12.30, and July 10, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Clarke & Morice, Coleman-st. *Pet.* May 12.

JONES, THOMAS, General Shop-keeper, Aberavon and Cwmavon, Glamorganshire. June 11 and July 7, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* R. & W. Leonard, Athenæum-chambers, Bristol. *Pet.* May 18.

KEY, JOSEPH, Ironmonger, Crowle, Lincolnshire. June 10 and July 8, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Carnochan, Crowle; or Shackles & Son, Hull. *Pet.* May 20.

PATRICK, SARAH, Butcher, Worcester. June 6 and 25, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Finch, Worcester; or E. & H. Wright, Birmingham. *Pet.* May 25.

SLAUGHTER, JOSEPH, Hop Merchant, 55 High-st., Borough. June 9 and 30, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* May 26.

SMITH, WILLIAM HENRY, Brickmaker, Swansea. June 11 and July 14, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Taddy, Bristol. *Pet.* May 14.

WEARING, JAMES, Joiner and Builder, Ulverston, Lancashire. June 11 and July 2, at 1; Manchester. *Off. Ass.* Hernaman. *Sols.* J. P. & T. Postlethwaite, Ulverston; or Cobbett & Wheeler, Manchester. *Pet.* May 15.

WORDEN, ROBERT, Builder, Wadebridge, St. Breock, Cornwall. June 9 and July 2, at 1; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Symons & Son, Wadebridge; or Stogdon, Exeter. *Pet.* May 16.

FRIDAY, *May* 29, 1857.

ATKINSON, ROBERT, Hairdresser, York. June 16 and July 14, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Smith, York; or Clarke, Leeds. *Pet.* May 26.

BATES, GEORGE (trading as George Bateson), Soda-water Manufacturer and Pork-butcher, Commercial-st., Newport, Monmouthshire. June 11 and July 14, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Bevan, Bristol. *Pet.* May 18.

BAXTER, GEORGE, & GEORGE TOONE, Dyers, Nottingham. June 16 and 30, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Deverill, Nottingham. *Pet.* May 21.

BEST, JOHN, Linendraper, Halifax. June 16, at 11.30, and July 14, at 12; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* G. & G. H. Edwards, Halifax; or Bond & Barwick, Leeds. *Pet.* May 28.

EDWARDS, WILLIAM, Common Brewer, Stamford. June 16 and 30, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Thompson & Phillips, Stamford; or Hodgson & Allen, Birmingham. *Pet.* May 26.

FEISTEL, ADOLPHUS HARRISON, Wine Merchant, 25 Bucklersbury. June 8 and July 10, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Barrow, 15 Clayton-pl., Kennington. *Pet.* May 19.

GOVETT, JOHN HILL, Builder, Dennett-rd., Peckham, now a Prisoner for Debt in Horsemonger-lane Gaol. June 10, at 1, and July 13, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Pocock & Poole, 58 Bartholomew-close. *Pet.* May 16.

LAWRENSON, THOMAS, Ship-smith, Liverpool. June 9 and July 6, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sols.* Evans & Son, Liverpool. *Pet.* May 27.

MARKS, JOHN, Coach Maker, Bell-st., Paddington, and Long-acre, and also of Victoria-st. North, Melbourne, Australia. June 8 and July 10, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Jennings, Falcon-st., Ipswich, Suffolk. *Pet.* May 28.

MYERS, LEWIS HENRY, Dealer in Manchester Goods, late of the Jews' Hospital, Mile End-rd., and Long-acre, now of 35 Wellesley-st., Stepney. June 9, at 12.30, and July 6, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Chidley, Basinghall-st. *Pet.* May 25.

PRINGLE, JOHN, & JOHN THURMAN, Lace Manufacturers, trading in copartnership with William Palmer, Nottingham. June 16 and 30, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* May 27.

THOMAS, JOHN GEORGE, Damask Manufacturer, Illingworth, Halifax. June 12 and July 3, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Wavell, Philbrick, & Foster, Halifax. *Pet.* May 27.

TURNER, WILLIAM, New Mills, Ashbourne, Derbyshire; in copartnership with Thomas Mason (Mason and Turner), Cotton Spinners. June 16 & 30, at 10: Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* J. & W. Clare, Liverpool; or Knight, Birmingham. *Pet.* May 14 and 19.

BANKRUPTCY ANNULLED.

TUESDAY, *May* 26, 1857.

STEPHENSON, EDMUND, Iron and Brass Founder, Daventry, Northamptonshire. May 23.

MEETINGS.

TUESDAY, *May* 26, 1857.

ARMSTRONG, JAMES (Smith & Armstrong), Linen and Woollen Draper

Berwick-upon-Tweed. June 19, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

BAKER, THOMAS, & JAMES BOSWELL, Colour Manufacturers, High-st., Poplar. June 16, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

BOYD, FRANCIS, Grocer, Tynemouth, Northumberland. June 18, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

CAISTOR, ARTHUR BREARS, Saddler, 7 Baker-st., Portman-sq. June 16, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

CALVERT, WILLIAM, & WILLIAM CALVERT, jun., Hardwaremen and Hosiers, Sunderland. June 18, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

CLINCH, ROBERT, Livery-stable-keeper, Salisbury. June 16, at 1.30; Basinghall-st. *Com.* Fonblanque. *Div.*

DAWE, JOHN AVERY NANSCAWEN, JAMES HODGES COTTRELL, & THOMAS BENHAM, Seed Merchants, Lawrence Pountney-la., Cannon-st., and Moorgate-st. June 16, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

GATHERCOLE, JAMES, Envelope Manufacturer, Eltham, Kent. June 16, at 2; Basinghall-st. *Com.* Fonblanque. *Final Div.*

HOOLD, THOMAS, Military Ornament Manufacturer, Birmingham. June 26, at 11.30; Birmingham. *Com.* Balguy. *Div.*

HEWITT, GEORGE ALEXANDER, Chemist and Druggist, Derby. June 23, at 10.30; Nottingham. *Com.* Balguy. *Div.*

HOLDEN, HYLA, Currier, Walsall, Staffordshire. June 19, at 11.30; Birmingham. *Com.* Balguy. *Div.*

JONES, JOHN, Tailor, Preston, Lancashire. June 8, at 12; Manchester. *Com.* Jemmett. *Last Ex.*

MACKENZIE, Sir EVAN, Bart., ROBERT CAMERON, & JAMES HOLMES BOYLE, Merchants, St. Helen's-pl., Bishopsgate-st. June 18, at 2; Basinghall-st. *Com.* Evans. *Div.* sep. ests. R. Cameron and J. H. Boyle.

MATTHEWS, GEORGE KING, Bookbinder, 53 and 54 Paternoster-row. June 18, at 12.30; Basinghall-st. *Com.* Fane. *Div.*

MEYER, MAURICE, & SIGISMUND SECKEL (Meyer & Co.), General Merchants, 30 Newgate-st. June 16, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

PORTER, ELEANOR, Grocer, High-st., Newmarket. June 18, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

PRUDHOE, ROBERT, Grocer, Durham. June 17, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

QUADLING, EDWIN PARKE, Railway Carriage-builder, Grey Friars Works, Ipswich. June 18, at 12.30; Basinghall-st. *Com.* Fane. *Div.*

SMITH, WILLIAM, Licensed Victualler, Mansfield, Nottinghamshire. June 23, at 10.30; Nottingham. *Com.* Balguy. *Div.*

STERNE, SALIOMIA, Merchant, Gt. St. Helen's-chambers, Gt. St. Helen's. June 16, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

TWEEDALE, WILLIAM, Grocer, Ashton-under-Lyne, Lancashire. June 17, at 12; Manchester. *Com.* Jemmett. *Div.*

WILLIAMS, RICHARD, Tailor and Draper, Liverpool. June 19, at 11; Liverpool. *Com.* Stevenson. *Div.*

WITHERS, WILLIAM SHELDON, Miller, Mansfield, Nottinghamshire. June 23, at 10.30; Nottingham. *Com.* Balguy. *Div.*

FRIDAY, *May* 29, 1857.

BEBELL, WILLIAM JAMES, Ship Builder, Gloucester. July 2, at 11; Bristol. *Com.* Hill. *Div.*

DIMSDALE, FREDERICK, Dealer in Iron and Share Dealer, King's Arms-yard, Coleman-st. June 9, at 12.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from May 12) *Div.*

DYER, HENRY, Cabinet Maker, 9 Castle Mill-st., Bristol. June 25, at 11; Bristol. *Com.* Hill. *Div.*

HARRISON, THOMAS, Tailor, 62 Chancery-la., and Holly Cottage, West End, Esher, Surrey. June 8, at 1.30; Basinghall-st. *Com.* Goulburn. *Last Ex.*

HAWKINS, CHARLES, Camp Equipage Manufacturer, 86 Strand. June 22, at 2; Basinghall-st. *Com.* Goulburn. *Div.*

RICHARDSON, GEORGE DAVY, Iron Founder, Carlisle. June 9, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from May 8) *Last Ex.*

TAYLOR, ROBERT, Draper, Sunderland. June 19, at 11 (and not June 8, as advertised in *Gazette* of May 15); Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

VARTY, THOMAS, & EDWIN HENRY OWEN, Booksellers, 31 Strand. June 20, at 11; Basinghall-st. *Com.* Fonblanque. *Div.* joint est.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *May* 26, 1857.

CHICHESTER, GEORGE AUGUSTUS HAMILTON, Commission Agent and Bill Broker, 7 York-bldgs., Adelphi. June 17, at 2; Basinghall-st.

ECCLES, RICHARD, & JOHN NUTTALL, Cotton Spinners, Bottoms-hall Mill, Tottington Lower-end, Lancashire; in partnership with James Taylor (Eccles, Nuttall, & Co.) June 18, at 12; Manchester. On application of R. Eccles.

FOORD, JAMES, Licensed Victualler, Eagle Tavern, Charlton, Dover; and Stone-cross Farm, Ashford, Farmer. June 17, at 2.30; Basinghall-st.

GILLAM, JOHN, 14 Devereux-ct., Strand, & WILLIAM HENRY TAYLOR, 20 City-rd., and 15 Poultry, Licensed Victuallers and Copartners. June 17, at 1; Basinghall-st.

LEWIS, GEORGE, Innkeeper, Cwmbach Aberdare, Glamorganshire. June 19, at 11; Bristol.

OLDFIELD, ALEXANDER, Bookbinder, 17 Devonshire-st., Queen-sq., Bloomsbury. June 17, at 2; Basinghall-st.

ROBERTS, JOHN JONES, Metal Broker, Liverpool. June 17, at 11; Liverpool.

STAPLETON, WILLIAM, Contractor, 15 Wharf, Paddington. June 16, at 12; Basinghall-st.

TOWSE, JOHN BECKWITH, Shipowner and Attorney-at-Law, Lawrence Pountney-la., and residing at The Avenue, Streatham. June 18, at 1.30; Basinghall-st.

WILLIAMS, JOSEPH, Tailor, 4 Rochester-ter., Vauxhall Bridge-rd. June 17, at 12; Basinghall-st.

FRIDAY, *May* 29, 1857.

CALVERT, WILLIAM, & WILLIAM CALVERT, jun. (W. Calvert & Son), Hardwaremen, Sunderland. June 19, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

DILLON, THOMAS, Boot and Shoe Maker, Halifax. June 22, at 12; Leeds.

LEVY, NATHANIEL (Nathaniel Levy Nathan), Butcher, 13 Church-lane, Whitechapel June 19, at 1.30; Basinghall-st.

LOW, JOSEPH, Merchant, 40 Broad-st.-bldgs.; in copartnership with Maximilian Low (Low Brothers). June 19, at 11; Basinghall-st.

LOW, MAXIMILIAN, Merchant, 40 Broad-st.-bldgs.; in copartnership with Joseph Low (Low Brothers). June 13, at 11; Basinghall-st.

MORRISS, DAVID, Grocer, Wisbeach, Cambridgeshire. June 22, at 12; Basinghall-st.

NICHOLLS, HILLYARD, Corn Merchant, Bedford. June 19, at 11.30; Basinghall-st.

PORTER, JOSEPH, Screw Bolt Manufacturer, Salford, Lancashire. June 22, at 11; Manchester.

TAGG, JOHN JAMES, Innkeeper, Bear-hotel, Reading. June 22, at 1; Basinghall-st.

WARD, BARTHOLOMEW, Stationer, 71 High-st., Southwark, and 37 St. James's-pl., New-cross. June 22, at 11.30; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *May* 26, 1857.

BISHOP, JOHN, Cabinetmaker, Shrewsbury. May 21, 3rd class.

BLACKMORE, ALFRED, Hosier, 80 High-st., Shoreditch. May 20, 1st class.

BOLLIN, ROBERT HENRY, Carriage-builder, King's Lynn, Norfolk. May 20, 3rd class; after suspension for six months from May 20.

COLLENS, ROBERT, Licensed Victualler, 100 High Holborn, and Talbot Inn-yd., Borough, High-st. May 19, 3rd class.

HARRIS, RICK, & RICE WILLIAMS HARRIS, Glass and Alkali Manufacturers, Birmingham. May 21, 2nd class.

HORSFALL, JONATHAN WRIGHT, Commission Agent, Leeds. April 28, 3rd class.

KIRKUP, MAJOR, Brick Manufacturer, Jarrow, Durham. May 14, 3rd class.

MARLOW, HENRY, Ironfounder, Walsall, Staffordshire. May 21, 2nd class.

MUCKLESTON, ROWLAND, Wholesale and Export Boot and Shoe Manufacturer, 7 and 8 Hackney-rd.-crsct., Middlesex. May 12, 3rd class.

THOMAS, THOMAS, Milliner, Manchester. May 16, 3rd class; after a suspension of three calendar months.

TWEEDALE, WILLIAM, Grocer, Ashton-under-Lyne, Lancashire. May 19, 2nd class.

WALKER, JAMES, Bridle-cutter, Walsall, Staffordshire. May 21, 3rd class.

WRIGHT, GEORGE SLEDDALL, & JOHN WRIGHT, Brewers, Liverpool. May 18, 2nd class to each.

FRIDAY, *May* 29, 1857.

COLLIS, BENJAMIN, Draper, Bishop's Stortford, Hertfordshire. May 19, 2nd class.

COOPER, JOHN BUNTON, & HENRY BUNTON COOPER, Pawnbrokers, 5 Bentley-pl., Kingsland-rd. May 23, 3rd class.

DYER, HENRY, Cabinetmaker, Castle Mill-st., Bristol. May 26, 2nd class.

GOODING, SMITH WILLIAM, Tailor, Manchester. May 23, 1st class.

JONES, CHARLES, Sailmaker, Gloucester. May 25, 3rd class, after a suspension of twelve months from this date, without protection in the meantime.

LORD, SIMEON & EDWARD LORD, Millwrights, Bacup, Lancashire. May 13, 2nd class, after a suspension of three months.

OCHSE, JAMES, Dealer in French china, 44 Basinghall-st. May 23, 2nd class.

SKINNER, WILLIAM, jun., Tailor, 77 Castle-st., Bristol. May 26, 2nd class.

SPENDLOVE, ROBERT, Horse and Cattle Dealer, Sheffield. May 23, 3rd class.

STEWART, JOHN, Ironfounder, Preston, Lancashire. May 25, 2nd class.

SULLY, WALTER, Printer, 299 Strand. May 23, 1st class.

VERNON, JOHN, Iron Shipbuilder, Low Walker, Northumberland. May 26, third class, after a suspension until 1st November.

WEST, JOSEPH, Miller, Beckington, Somersetshire. May 26, 2nd class, after a suspension of three months from this date.

WRIGGLESWORTH, JOHN, Linendraper, Halifax. May 26, 3rd class.

YATES, JAMES GARRETT, Grocer, Redcliffe-Hill, Bristol. May 25, 3rd class, after a suspension for six months from May 25, without protection in the meantime.

DIVIDENDS.

TUESDAY, *May* 26, 1857.

ALLEN, JOHN, & JOSEPH MOORE, Medalists, Birmingham. First, 6*s.* joint est.; and 20*s.* sep. est. of J. Allen. *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 and 3.

BERRY, JOHN, RICHARD BERRY, & THOMAS BERRY, Machinists, Rochdale. First, 3*s.* 9*d.* joint est.; and 11*s.* 7½*d.* sep. est. of J. Berry. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 and 1.

BLAKELY, EDWARD, Linendraper and Silk Mercer, Conduit-st., Regent-st.; and Norwich. Second, 5½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 and 3.

CAZNEAU, JOSEPH. First, 15*s.* *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 and 2.

COOPER, JOSEPH, sen., JOSEPH COOPER, jun., & JOE COOPER, Cotton Spinners, Glossop. First, 3*s.* 4¾*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 and 1.

ELLIOTT, NATHANIEL, Cigar-dealer, Manchester. First, 2*s.* 6*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 and 1.

FOX, SAMUEL CRANE (John Fox & Son), Wine and Spirit Merchant, Liverpool. Second, 6½*d.* *Cazenove*, 11 Eldon-chambers, South John-st. Liverpool; any Thursday, 11 and 2.

GASCOIGNE, WILLIAM, Butcher, Hitchin, Hertfordshire. Second, 3½*d.* *Graham*, 25 Coleman-st.; next three Thursdays, 11 and 2.

HAYWOOD, JAMES, Iron Manufacturer, Derby. First, 3*s.* 6*d.* on new proofs. *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

JENKINSON, WILLIAM, Thread Manufacturer, Salford. First, 1*s.* 7½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 and 1.

ROBERTS, FREDERICK, Flour and Provision Dealer, Wrexham, Denbighshire. First, 2*s.* 4*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 and 2.

ROSE, JOHN. First, 10*d.* *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 and 2.

SEDDON, JAMES, Marble Mason, Liverpool. First, 7½*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 and 2.

STEVENS, JOHN HENRY, Engraver, 5 Gt. Wild-st., Lincoln's-inn-fields. First, 11*s.* 4*d.* *Graham*, 25 Coleman-st.; next three Thursdays, 11 and 2.

TAYLOR, JOSEPH SPOONER, & JOSEPH MARSDEN, Ironfounders, Derby. Second, 1*s.* *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

Tyson, William, Corn and Flour Dealer, Liverpool. First, 2s. *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 and 2.

Von Dadelszen, Edward, Metal Broker, Liverpool. First, 1s. 4d. *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 and 2.

Webb, George, Cheesemonger, 234 Shoreditch. Final, 3¾d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

Friday, *May* 29, 1857.

Corbett, John, Licensed Victualler, Birmingham. First, 1s. 11½d. *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 and 3.

Freer, Thomas, Wine and Spirit Merchant, Leicester. Third, 4d. *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

Professional Partnerships Dissolved.

Tuesday, *May* 26, 1857.

Buck, William Edward, & George Edward Baker (Buck & Baker), Attorneys and Solicitors, Warwick. May 15, by mutual consent. Debts received and paid by G. E. Baker & W. Brown, Attorneys and Solicitors (Baker & Brown), Warwick.

Friday, *May* 29, 1857.

Chubb, Charles Frederick, Henry Augustus Deane, & William Chubb, 14 South-sq., Gray's-inn. As to C. F. Chubb, by mutual consent. May 23.

Assignments for Benefit of Creditors.

Tuesday, *May* 26, 1857.

Booth, John, Shear Manufacturer, Sheffield, Jonathan Booth, Sickle Maker, Sheffield, & Paul Booth, Joiner, Sheffield (Booth, Brothers). May 14. *Trustees*, A. Chadburn, Optician, Sheffield; J. Green, Shear Grinder, Sheffield; C. Birchall, Accountant, Sheffield. *Sol.* Patteson, 18 Bank-st., Sheffield.

Bridgewater, Basil, Builder, Breinton, Herefordshire. May 5. *Trustees*, P. N. Edwards, Farmer, Brinsop, Herefordshire; E. J. Lewis, Farmer, Breinton. *Sol.* James, Hereford.

Revell, William, Farmer, Wressel, Yorkshire. May 13. *Trustees*, J. Wade, Woolstapler, Kingston-upon-Hull; R. Meggitt, Painter, Howden, Yorkshire. *Sol.* England, Howden.

Roworth, William, & Francis Henry Appleton, Hosiers, Loughborough, Leicestershire. April 7. *Trustees*, J. D. Gorse, Commission Agent, Nottingham; G. Heafford, Dyer, Loughborough. *Sol.* Inglesant, Loughborough.

Strange, Edward, Draper, Swindon, Wilts. May 16. *Trustee*, W. Dore, Auctioneer, Swindon. *Sol.* Browne, Swindon.

Woodin, Joseph, & Lloyd Jones, Grocers, 356 Oxford-st. May 13. *Trustees*, W. Smith, Wholesale Tea Merchant, Rood-la.; G. Startin, Sugar Merchant, Fenchurch-st. *Sols.* Warry, Robins, & Burges, 7 New-inn, Strand.

Friday, *May* 29, 1857.

Blackburn, Thomas, Robert Parkinson, & John Harwood, Cotton Manufacturers, Sough, Over Darwen, Lancashire. May 15. *Trustee*, T. Lund, Commission Agent, Blackburn. *Sol.* Wilkinson, Blackburn.

Bowden, William, Sack and Sacking Manufacturer, Queen-st., Castle Precincts, and Bedminster, Bristol. May 11. *Trustees*, E. Price & E. Watts, Rope Manufacturers, Warminster. *Sol.* Nash, Bristol.

Charles, Elizabeth, Shopkeeper, Llanstephan, Carmarthen, Gent. May 18. *Trustees*, R. Davies, Grocer, Carmarthen; D. M. Morgan, Draper, Carmarthen. *Sols.* Morris & Thomas, Quay-st., Carmarthen.

Eaton, John Henry, Cabinetmaker, 39 High-st., Hastings. May 27. *Trustees*, E. Hillman, Gent., Brixton; J. R. Hunter, Timber Merchant, Moorgate-st. *Sols.* Marten, Thomas, & Hollams, Mincing-la.

Frye, Philemon, Grocer, Thaxted, Essex. May 7. *Trustees*, W. White, jun., Warehouseman, 108 Cheapside; D. Chaffer, Wool Merchant, Thaxted. *Sol.* Johnson, Great Dunmow, Essex.

Lucas, Thomas, Farmer, Annesley, Nottinghamshire. May 20. *Trustees*, J. Wilson, Farmer, Pleasley, Derbyshire; J. Raynor, Butcher, Mansfield, Nottinghamshire. *Sols.* Bowley & Ashwell, Middle-pavement, Nottingham.

Mendheim, Mendel, General Merchant, Nottingham. May 26. *Trustees*, S. F. Taylor, Hosier, Nottingham; T. Leake, jun., Upholsterer, Nottingham. *Sols.* Bowley & Ashwell, Nottingham.

Mitchell, John, Plumber, Bradford, Yorkshire. May 19. *Trustee*, W. H. Bowers, Glass and Oil Merchant, Manchester. Indenture lies at offices of Caster & Co., Accountants, 14 St. Ann's-sq., Manchester.

Neighbour, Sophia, Tailor, Windsor, Berks. April 30. *Trustee*, G. Hunt, Woollendraper, 342 Oxford-st. *Sols.* Allen & Sons, 17 Carlisle-st., Soho-sq.

Rankin, John, Grocer, Epping, Essex. May 22. *Trustees*, G. Hine, Farmer, Epping; E. Winter, Silversmith, Epping. *Sol.* Metcalfe, Epping.

Robson, William, Builder, Newcastle-upon-Tyne. May 14. *Trustee*, G. Weatherhead, Builder, Newcastle-upon-Tyne. *Sol.* Scaife, Royal-arcade, Newcastle-upon-Tyne.

Thomas, Charles, Manufacturer, Manchester. May 19. *Trustees*, G. Hodgkinson, Quilting Manufacturer, Manchester; W. Wanklyn, jun., Cottonspinner, Bury. Indenture lies at office of J. Halliday, Accountant, 1 Bond-st., Manchester.

Thomas, Thomas, Eglwysurw, Pembrokeshire. April 30. *Trustees*, R. Nichols, Merchant, Manchester; T. Jones, Merchant, Manchester. Indenture lies at offices of Caster & Co., Accountants, 14 St. Ann's-sq., Manchester.

Creditors under Estates in Chancery.

Tuesday, *May* 26, 1857.

Burchfield, Thomas (who died on Nov. 5, 1851), Esq., Scalemaker, Church-st., Stoke Newington, and West Smithfield. Creditors to come in and prove their debts on or before June 18, at V. C. Wood's Chambers.

Butterworth, Thomas (who died in Oct. 1856), Gent., Farnley, Leeds. Creditors to come in and prove their debts on or before July 2, at V. C. Kindersley's Chambers.

Campbell, James (who died in Jan. 1856), Rope Manufacturer, Red Bank, Manchester. Creditors to come in and prove their debts on or before June 22, at office of District Registrar, 4 Norfolk-st., Manchester.

Dewhurst, John (who died in March, 1841), Farmer, Moss-hall, Lytham, Lancashire. Creditors to come in and prove their debts on or before June 7, at V. C. Wood's Chambers.

Sergeson, Joseph (who died in Feb. 1857), Grocer, Liverpool. Creditors to come in and prove their debts on or before June 22, at office of District Registrar, 1 North John-st., Liverpool.

Willats, Thomas (who died in April, 1856), Winchester. Creditors to come in and prove their debts on or before June 22, at Master of the Rolls' Chambers.

Friday, *May* 29, 1857.

Aries, Edward (who died on Nov. 11, 1854), Corn Factor, Amersham, Bucks. Creditors and incumbrancers to come in and prove their debts on or before June 26, at Master of the Rolls' Chambers.

Davies, John Charles George (who died in June, 1856), Gent., New Fletton, Huntingdonshire. Creditors to come in and prove their debts on or before June 27, at Master of the Rolls' Chambers.

Dawson, Benjamin (who died in Dec. 1856), Innkeeper, Church-st., Deptford. Creditors to come in and prove their claims on or before June 27, at Master of the Rolls' Chambers.

Ellison, Richard (who died in Nov. 1832), Liverpool. Creditors to come in and prove their debts or claims on or before June 26, at Liverpool District Registrar's Office, 4 Norfolk-st., Manchester.

Green, William (who died in Feb. 1857), 21 Robinson's-row, Kingsland. Creditors to come in and prove their debts or claims on or before June 26, at Master of the Rolls' Chambers.

Hamill, James (who died in March, 1845), Hosier, Liverpool. Creditors to come in and prove their debts or claims on or before June 25, at District Registrar's Office, 1 North John-st., Liverpool.

Hayton, Thomas (who died in Sept. 1856), Railway Contractor, Kilsby, Northamptonshire, and late of Hampstead. Creditors to come in and prove their claims on or before June 24, at Master of the Rolls' Chambers.

Hill, Townley (who died in Dec. 1855), Chemist, 60 Leadenhall-st. Creditors to come in and prove their debts on or before June 26, at Master of the Rolls' Chambers.

M'Mahon, Eliza, formerly of St. Kitts, but now of *Blomfield*-terrace, and not *Bloomfield*-terrace, as advertised in *Gazette* of May 1, which see.

Parkes, Mary Ann (who died in April, 1853), wife of Thomas William Parkes, heretofore Mary Ann Rust, Spinster, formerly of North-ter., Camberwell, Surrey, but late of Cromer, Norfolk. Creditors to come in and prove their debts or claims, on or before June 15, at V. C. Wood's Chambers.

Pearson, Rev. James (who died in May, 1857), Stoke, Kent. Incumbrancers and creditors to come in and prove their debts or claims on or before June 18, at V. C. Stuart's Chambers.

Redfern, John (who died in April, 1852), Farmer, Bassett Wood, Tissington, Derby. Creditors to come in and prove their debts on or before July 1, at V. C. Stuart's Chambers.

Wood, Thomas (who died in June, 1855) Virginia-ter., Gt. Dover-rd, and Guildhall Justice-room, London, Gent. Creditors to come in and prove their claims on or before June 23, at Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

Tuesday, *May* 26, 1857.

Bastenne Asphalte or Bitumen Company, heretofore called the Bastenne and Gaujac Bitumen Company.—Master Humphry has adjourned the meeting appointed for May 26 until June 3.

Justick Assurance Society.—V. C. Kinderaley purposes, on June 2, at 3, at his Chambers, to make a call for £5 per share on all the contributories of the Society.

Trevena Mining Company.—The Master of the Rolls will, on June 4, at 12, at his Chambers, appoint an Official Manager of this Company.

Wheal Helen Mining Company.—The Master of the Rolls will, on June 4, at 12, at his Chambers, appoint an Official Manager of this Company.

Wrysgan Slate and Slab Quarrying Company.—A petition for the dissolution and winding up of this Company was, on May 21, presented by Matthew Lyon, Gent., of Stafford, and James Lofthouse, Accountant, 20 Princess-st., Manchester, which will be heard before V. C. Kindersley, on June 5.—Wickens, 4 Tokenhouse-yd., Sol. for Petitioners.

Friday, *May* 29, 1857.

Nantlle Vale Slate Company.—The Master of the Rolls will, on June 11, at 12, at his chambers, appoint an Official Manager of this Company.

North Shields Quay Company.—A petition for the dissolution and winding up of this Company was, on May 29, presented by W. Linskill, Esq., Tynemouth-lodge, North Shields, which will be heard before V. C. Wood on June 6. Tucker, Greville, & Tucker, Sols. for Petitioner, 28 St. Swithin's-la., London.

Trevena Mining Company.—The Master of the Rolls will, on June 4, at 12, at his chambers, appoint an Official Manager of this Company.

Wheal Helen Mining Company.—The Master of the Rolls will, on June 4, at 12, at his chambers, appoint an Official Manager of this Company.

Scotch Sequestrations.

Tuesday, *May* 26, 1857.

Agnew, John, Tobacco-pipe Manufacturer, 99 Gallowgate, Glasgow. June 4, at 1, Tontine Hotel, Glasgow. *Seq.* May 22.

Campbell, George (George Campbell & Co.), Stationer, Leith-st., Edinburgh. June 1, at 1, Stevenson's Sale Rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* May 20.

Stobo, John, Auctioneer, 109 Crown-st., Glasgow, and as one of the firm of John M'Ewan & Co., House Painters, Main-st., Bridgeton, Glasgow, also as F. C. Greig & Co. June 3, at 11, Victoria Hotel, West George-st. Glasgow. *Seq.* May 23.

Stuart, John Kelly, Smith and Screw-bolt-maker, Ark-la., Duke-st., Glasgow. June 2, at 1, Graham's London Temperance Hotel, 29 Maxwell-st., Glasgow. *Seq.* May 23.

Friday, *May* 29, 1857.

Greig, John, Baker, 7 Tolbooth Wynd, Leith. June 5, at 3; Messrs. Dowell's & Lyon's rooms, 18 George-st., Edinburgh. *Seq.* May 27.

Forbes, Allan, Flesher, Dunfermline. June 5, at 1; Milne's New-inn, Dunfermline. *Seq.* May 26.

Macbeth, John & Samuel Macbeth, Ironmongers, 47 Broad-st., Aberdeen. June 9, at 1; Lemon Tree Tavern, Aberdeen. *Seq.* May 26.

Maccallum, Neil, Drysalter, Glasgow; partner of the firm of Ross & Co., Lithographers. June 5, at 12; Faculty-hall, George-pl., Glasgow. *Seq.* May 25.

Wight, William, Builder, Kilmarnock. June 3, at 12; George-hotel, Kilmarnock. *Seq.* May 23.

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THE SOLICITORS' JOURNAL.

LONDON, JUNE 6, 1857.

FRAUDS BY TRUSTEES AND DIRECTORS.

The Bill of the Attorney-General, to make better provision for the punishment of frauds committed by trustees, bankers, and other persons intrusted with property, is one of the boldest, and, we think, also one of the most masterly, of modern attempts at the improvement of the criminal law. In every respect it is a great innovation on existing precedents. It proposes to enlarge the operation of the law, not by merely including within its grasp a special offence by this or that particular description of offenders, but by embracing in large and apt words the whole body of criminals whose immunity has hitherto been the standing reproach of our jurisprudence. The old maxim, that a person in a fiduciary position could not by breach of trust commit a crime, will, if this Bill should pass, be utterly and at once swept away. If a man appropriates money intrusted to his care, he will, by the present law, incur a debt, and may be compelled to make restitution. By Sir Richard Bethell's Bill he will be guilty of a misdemeanor, punishable with penal servitude for seven years, or with such measure of fine or imprisonment, or both, as the Court may see fit to award. Receivers of misappropriated trust property, with knowledge of the fraud, will be subject to the same condemnation; and every fraudulent appropriation by bankers, merchants, brokers, attorneys, or bailees, of fiduciary property, as well as every fraudulent sale under a power of attorney, will subject the offender to the penalties of the Act. Besides these large general clauses, an attempt is made to reach the especial devices by which such swindles as the Royal British Bank are commonly worked. As a general rule, the acts of the very worst directors, unless they are also the very clumsiest, are just outside of the definition of fraudulent appropriation. Even Mr. Humphrey Brown could scarcely be said to have appropriated the moneys of the bank in the strict sense in which the term must be interpreted in a penal statute. But he and a good many others would have been hit by the clauses of this Bill, which make it a criminal offence to be privy to the falsification of the books of a company, or wilfully to concur in any materially false written statement, with intent to defraud shareholders, or to induce any person to become a shareholder, or to make an advance to the company. Fictitious dividends and carefully cooked balance-sheets have been the great engines of fraud in the management of joint-stock companies. All modes of auditing have proved ineffectual to secure *bona fides* in these important particulars when directors have been minded to cheat their constituents and the public. One board has surpassed another in roguery, until general discredit was thrown on the whole system, and the most upright managers of companies could scarcely escape the suspicion which was engendered. The Bill strikes at the root of the evil, and, by making the machinery of misrepresentation itself the crime, it will, we believe, effectually check the growth of dishonesty on the part of directors and officers. He would be a very ingenious and a very bold man who should concoct and carry out a systematic scheme of joint-stock fraud in the face of such enactments as are now proposed; and though every Act is said to have a gap for a coach-and-six, we confess ourselves unable to guess where directors will find the practicable breach. The extension of the definition of trust property, so as to include not only the original subject of a trust, but all property into which it may have been converted, and anything acquired by the proceeds, seems equally to shut out fraudulent trustees from all chance of escape.

It is impossible not to see that the vigorous sweep of the Bill is due to the unusually large generality of the language employed, and it deserves to be carefully and anxiously considered, whether, in aiming at energetic action, the Attorney-General may not have endangered some who would not be properly included in the class of criminal trustees. The first clause, which relates to offences by trustees in general, is sufficient to embrace almost every breach of trust for which the Court of Chancery would order restitution, if committed in violation of good faith and with intent to defraud; and though of course there is no hardship in punishing a man who uses his trust with a fraudulent intention, it would be a rather nervous position for any trustee who had made an improper investment, or committed some other trifling irregularity, to feel that his only security against a prison consisted in satisfying a jury of the purity of his intentions. It is almost impossible to frame a criminal statute without making the intent enter into the essence of the definition of the crime; and yet this is just the sort of thing on which twelve jurymen are very apt to err, though generally it must be owned on the side of leniency. Still there must always be so many cases in which trusts will be found not to have been quite accurately carried out, that there would, if the clause stood alone, be some possibility of half the trustees in the kingdom, who might happen to fall out with their *cestuis que trust*, being brought to the bar of the Old Bailey. Take the case of a trustee keeping money in his hands longer than he ought to do, and not separating it from his general account. The Court of Chancery is strict enough in such cases, by charging interest or compelling the restoration of the profits made by the money. But, under the first clause of the proposed statute, it might be submitted to a jury in every such instance, whether there was not an intent to defraud; and if found in the affirmative, a trustee who had been rather careless than criminal would be liable to the punishment of a convict. The possibility of such a result is, we think, sufficient justification for the provision that no prosecution shall be commenced under that clause without the sanction of a Judge or of the Attorney-General. As a general rule, we do not like the plan of giving the functions of a grand jury to the law officers or the judges; but this is an exceptional case, and we do not well see how honest trustees could otherwise have been effectually protected from malicious prosecutions. As the Bill stands, there is no doubt that all who have not acted fraudulently will be perfectly safe, and the judges will certainly ignore every indictment founded on flimsy pretexts. It is material to observe that the clauses against directors and members of joint-stock companies are not within this provision, but the offences described are too definite to need it. The 2nd clause, which makes it an offence for bankers, merchants, brokers, attorneys, and agents, in violation of good faith, and with intent to defraud, to employ trust-property for their own use, is not apparently within the scope of the special protection, unless, indeed, the phrase in the 12th section, "a prosecution for any offence included in the 1st section," be intended to embrace all prosecutions for offences

which might be classed under clause 1, although the actual proceedings may be taken under clause 2. This is a point which ought to be made more clear, and it will deserve consideration whether the safeguard ought not to extend to the 2nd as well as to the 1st section of the statute. These matters will doubtless be fully considered in committee; but, subject to a few such questions of detail, we have no hesitation in pronouncing the Bill the most able project of criminal law reform which has been brought forward for many a year.

ATTORNEY'S LIABILITY FOR NEGLIGENCE.

It will be remembered, that, in our last impression, we examined into the chief of those reported cases, in which the attorney suing on his bill has been met by the objection that the services charged for were altogether useless. In further pursuance of the subject, it now becomes necessary to investigate those cases in which the attorney himself is sued by his client for negligence.

The doctrine, that, in order to ground such an action, there must appear to have been *gross* negligence or ignorance, was first satisfactorily laid down by Lord *Mansfield* in the case of *Pitt* v. *Yalden* (A. D. 1767, 4 Burr. 2060). And the following observations made by that most accomplished lawyer, contain much that is of moment with regard to the present question.

"Attorneys ought to be protected when they act to the best of their skill and knowledge. Every man is liable to error, and I should be very sorry it should be taken for granted that an attorney is answerable for every error or mistake, *and to be punished for it by being charged with the debt which he was employed to recover for his client.* An attorney ought not to be liable in cases of *reasonable doubt.* The attorneys were *country* attorneys, and might not, and probably did not, know that this point was settled here above."

The case of *Reece* v. *Righy* (A.D. 1821, 4 Barn. & Ald. 202), does not appear inconsistent with this doctrine; though we should have thought the negligence had been condoned by the plaintiff himself. The defendant had been retained to sue C. for a debt. In support of that case F. was a material witness. This witness *the plaintiff had undertaken* to have in court at the proper time; and had directed the defendant not to subpœna him. On the day of trial, the plaintiff's foreman told the defendant that F. was ready to be examined in an adjoining coffee-house. The defendant, on this, without inquiring further, but *relying on the plaintiff's previous assurance*, suffered the cause to be called on. F. was not forthcoming, and the plaintiff was nonsuited. It was left to the jury to say whether, under the circumstances, the defendant had used reasonable care and diligence in not previously ascertaining if F. had arrived, and if he had not, in not withdrawing the record. The jury found for the plaintiff, and the Court refused to disturb the verdict. So, gross negligence appears to have been committed in *Swannell* v. *Ellis* (A.D. 1823, 1 Bing. 347), where the defendant had been employed to bring an ejectment against a tenant of the plaintiff, for breach of a covenant to repair. The question of repair had been referred at *Nisi Prius* to a surveyor, and the defendant neglected to attend the reference; in consequence of which the plaintiff had to pay costs in the ejectment, to the amount of £60, and also sold the premises for £100 less than he would otherwise have done. The plaintiff obtained a verdict for £160. This verdict the Court refused to set aside; although it was urged that the £60 would have fallen on the plaintiff at all events, and that there was nothing to show, that, had the reference been proceeded with, any repairs would have been found to be necessary, or any award made in favour of the plaintiff. But *Park*, J., said, the question of repairs had been referred to a surveyor, who was prevented from ascertaining them by the negligence of the defendants, and "that the jury were not confined to the £100 loss incurred on the sale of the premises." With submission to Mr. Justice *Park*, we think that, in this case, the damages ought to have been reduced.

Ireson v. *Pearman* (A.D. 1825, 8 B. & Cr. 799) was another action for negligence. It appeared that the defendant had been employed by a purchaser to inspect the title to an estate; and that he laid before counsel an abstract stating that one T. M., under whom the vendor claimed, was seised in fee of the premises, and omitted to set out certain deeds by which it appeared that he was not so seised. This was held to be negligence sufficient to support the action; "for, although it may not be part of the duty of an attorney to know the legal operation of conveyances, yet it is his duty not to draw wrong conclusions from the deeds laid before him, but to state the deeds to the counsel whom he consults; or he must draw conclusions at his peril."

It was on the principle laid down by Lord *Mansfield* in *Pitt* v. *Yalden*, that *Laidler* v. *Elliott* (A.D. 1825, 3 B. & Cr. 738) was decided in favour of the *attorney*. Here the negligence relied on, was the failing to charge one H. in execution within the proper time, according to the course of the Courts; in consequence of which he was superseded, and the plaintiff lost the benefit of his imprisonment. But the Court held the action was not maintainable, because it had been settled that there must be *crassa negligentia* to make an attorney liable; and that here the question, whether or no H. was supersedeable depended on the construction of a Rule of Court (H. T., 26 Geo. 3) which was of doubtful construction. Again, in one of the leading cases upon this subject, that of *Godefroy* v. *Dalton* (A. D. 1830, 6 Bing. 460), the same conclusion was arrived at; and some useful observations are made in the judgment of *Tindal*, C. J. The circumstances of this case were as follows:—The defendant had been employed by the plaintiff to conduct an action for negligence against one Jay (another attorney); and had, under the advice of counsel, produced the prothonotary's book, containing the minute of a certain judgment by default (the suffering of which was the negligence complained of), instead of the record or authenticated copy of the judgment itself. This was held *not* to be such negligence as would sustain the action. "It would be extremely difficult," said the Chief Justice, "to define the exact limit by which the skill and diligence which an attorney undertakes to furnish in the conduct of a cause is bounded; or to trace precisely the dividing line between that reasonable skill and diligence which appears to satisfy his undertaking, and that *crassa negligentia* or *lata culpa* mentioned in some of the cases, for which he is undoubtedly liable. The cases, however, appear to establish in general that he is liable for the consequences of ignorance or non-observance of the rules of practice of the Court; for the want of care in the preparation of the cause for trial, or of attendance thereon with his witnesses; and for the mismanagement of so much of the conduct of a cause as is usually and ordinarily allotted to his department of the profession. Whilst, on the other hand, *he is not answerable for errors in judgment upon points of new occurrence, or of nice or doubtful construction*, or such as are usually intrusted to men in the higher branch of the profession of the law."

As to the action mentioned in the preceding case, which Dalton had been employed to bring, it came before the Court the following year (*Godefroy* v. *Jay*, 7 Bing. 413), on a rule to reduce the damages; and it then appeared that the negligence complained of, was allowing judgment to go by default against Godefroy in an action on the case brought against him by one D.; in consequence of which, he had to pay about £37 to D. This judgment by default had been suffered by Jay, under the idea that it could be set aside at any time, owing to an irregularity in the proceedings. The jury found for Godefroy; and assessed the damages at £45; upon what principle of calculation does not appear. This verdict the Court refused to disturb.

Kemp v. *Burt* (A.D. 1833, 4 Barn. & Adol. 424), is another instance, in which the doctrine laid down by Lord *Mansfield* in *Pitt* v. *Yalden* was preserved in its integrity. The negligence relied on here was, that the defendant, being retained by the plaintiff to sue a surveyor of roads for trespass, commenced an action which he was advised by counsel to discontinue, because certain other parties should have been joined; and afterwards commenced another action in which the plaintiffs were nonsuited owing to the limitation of time prescribed in 8 Geo. 4, c. 126, under which the proceedings were taken. A special pleader had advised, that, in the case of the trespasses sued for, the limitation did not apply; and it was held that no actionable negligence had been committed.

On the other hand, *Stannard* v. *Ullithorne* (A.D. 1834, 10 Bing. 491), shows that an attorney undertakes that his client shall not enter into any covenant or stipulation that may expose him to a greater degree of responsibility than is ordinarily attached to the business in hand; or, at all events, that he does not do so till the consequences have been explained to him. The point decided in *Williams* v. *Gibbs* (A. D. 1836, 5 A. & E. 208, 2 Har. & W. 241), was, that it is negligence for an attorney to bring an action within a court of limited jurisdiction, knowing that the circumstances which gave the right of action arose out of such court's jurisdiction. In *Shilcock* v. *Passman* (A.D. 1836, 7 Car. & P. 289), the negligence relied upon was, that, the plaintiff being a prisoner in execution for twelve months for a debt not exceeding £20, and having retained the defendant to effect his discharge, proper

measures for that purpose had not been taken; and it appeared, that, owing to an omission on the part of the defendant to give notice and make application when he might have done so, the plaintiff was detained in prison longer than he would otherwise have been. These three cases seem to fall, properly, within Lord *Mansfield's* ruling, so as to make the attorney liable.

In *Purves* v. *Landell* (A.D. 1846, 12 Clark & F. 91), the principle above referred to was again enunciated by Lord *Brougham*, who said, that it was of the very essence of the action for negligence that there should be *gross ignorance*—that the man who had undertaken to perform the duty of an attorney or an apothecary (as the case might be) should have undertaken to discharge a duty professionally for which he was very ill qualified, or which he had so negligently discharged as to damnify his employer, or deprive him of the benefit which he had a right to expect from the service. And Lord *Campbell* (in the same case) said, "against the barrister, luckily, no action can be maintained, but against the attorney it may, if guilty of *gross negligence, but not for a mistake merely*. You can only expect from him that he will be honest and diligent. It would be utterly impossible that you could ever have a class of men, who would give a guarantee binding themselves, in giving legal advice and conducting suits of law, to be always in the right."

We now arrive at the case of *Hunter* v. *Caldwell*, (A.D. 1847, 10 Q. B. 69), which is peculiarly important, because it distinguishes *the province of the judge from that of the jury* in these actions. Here the negligence was, that the defendant did not properly file certain writs of summons which had been sued out against one H., so as to keep alive the action of the plaintiff against him. It was held that the question of negligence by not complying with the practice of the Court was a question of fact for the jury; but that it was proper to direct the jury positively as to the premises from which they were to draw their conclusion. The judge should inform the jury for what species or degree of negligence the attorney was answerable, and what duty was cast upon him in the case before them; and, having done this, was to leave them to say whether, considering all the circumstances and the evidence of practitioners, the attorney had performed his duty; and whether, if he had not, the neglect was actionable.

It is to the office thus thrown on the jury that (for our parts) we specially object in this species of action. A jury of tradesmen are quite incompetent to decide upon the question, whether actionable negligence has been proved. Still more are they without the means of assessing the damages, with any regard to justice. The Courts are, however, very unwilling to interfere with the amount they choose to give; and hence it is that there are so few cases in the books, from which we may collect the principle on which the damages should be assessed. Yet enough are reported to show the urgent need for some superintendence over a jury in this respect. Thus, in *Hawkins* v. *Harwood* (A.D. 1849, 4 Exch. 503), the attorney had failed to instruct counsel properly, and in time; in consequence of which the record had to be withdrawn when the cause was called on; and the jury gave £150 damages, though the loss which had been occasioned to the plaintiff was only £18, the expenses of his witnesses; and to this sum the damages were, of course, reduced by the Court. So also in *Parker* v. *Rolls* (A.D. 1854, 14 C. B. 691), in which an attorney had prepared a *parol* agreement to secure the payment of a weekly sum of five shillings in consideration of past cohabitation,—the jury gave a verdict for £70, which was afterwards reduced to £35. To these instances, we hope we shall be able to add that of *Van Toll* v. *Chapman*, if, indeed, the verdict is allowed to stand at all. But surely in this case, at all events, a new trial will be ordered. The same arguments which we have advanced in favour of Mr. Chapman in reference to the action brought *by* him, are here also to the point; while, again, there are excuses for his conduct which more especially apply to the action brought *against* him. For, granted that he cannot recover for what the result has shown to be useless, is there really any pretence for charging that *lata culpa*, that *crassa ignorantia*, which is necessary to ground substantive proceedings? When the action of *Van Toll* v. *Roberts* was pending, a few months only had elapsed since the passing of the Procedure Act of 1854. We believe that, at the time, no work had been published elucidatory of the radical changes effected in the general course of practice by that and the preceding Act of 1852, of greater pretensions than the ephemeral editions of the Acts themselves. Were these a sufficient guide to a practitioner in working a new mode of proceeding? Nay, he would find in the Common Law Procedure Act of 1852, an express enactment that nothing therein is to affect the provisions of 8 & 9 Will. 3, c. 11, as to suing upon *bonds* and obtaining a judgment for the penalty as a security for damages in respect of future breaches; while, on the other hand, the class of actions chiefly aimed at in the 3rd section of the Procedure Act of 1854 are clearly not actions on *bonds* at all, but cases of opposing and complicated accounts. It is true, that if he had thoroughly looked into the matter, he might have discovered, that, though a bond to pay money by instalments may be sued upon under the statute of William, (*Willoughby* v. *Swinton*, 6 East. 550), an ordinary bond for payment of money at a certain time is not within the Act (*Smith* v. *Bond*, 10 Bing. 125). But is a mistake of this nature to be visited with a penalty of six or seven hundred pounds? Or rather, can it be said—arising, as it did, on the construction of a new Act—to be actionable ignorance at all? On the whole, we look forward with confidence to the result. An attentive study of the reported cases does not leave any great ground of dissatisfaction with the general principles enunciated by the Courts, after full argument in banc. Attornies but share, it has been laid down fairly enough, the responsibilities which attach to surgeons; and, indeed, to all who profess to sell skilled labour. It is with the *application* of these principles in the crowded and excited arena of the *Nisi Prius* court, that we are chiefly disposed to quarrel. It is no disrespect to the judges to say that they are not always competent, in the hurry of the moment, to deal satisfactorily with the complications of facts which often arise in these cases.

Legal News.

The elaborate judgment of Mr. Commissioner Holroyd, in which he refused to recognise an order of Vice-Chancellor Kindersley, on the ground that it had been made by the judge's clerk and not by the judge himself, has been set aside by the Lords Justices with very little ceremony or hesitation. The order of the Vice-Chancellor, whether properly made or not, can only be got rid of by a rehearing before him, or by an appeal to the Lords Justices. This simple and obvious principle at once sweeps away the mountain of learned argument which the Commissioner had so laboriously accumulated. Of course, the question as to the propriety of the present mode of proceeding in the Judges' Chambers remains exactly where it was. It may be true that the clerk takes upon himself functions which suitors have a right to expect the judge in person to discharge. But we cannot see that Mr. Commissioner Holroyd is called upon to interfere to remove this any more than various other blemishes which may be discovered in our legal and social system. There are people who look to the press as able and ready to right every wrong, and think that a prompt and aptly worded appeal to one of our daily contemporaries is the most likely cure for all the ills of life; and one cannot help suspecting that some of the learned Commissioners in Bankruptcy are disposed to set up as rival practitioners in this line; and not only to extend their ordinary jurisdiction as widely as possible, but to attempt an interference which is really without precedent or excuse. The interior economy of the Chancery Judges' Chambers concerns Mr. Holroyd in his public capacity no more than the dowry of the Princess Royal; and it may be hoped that the summary overruling of his judgment by the Lords Justices may induce him to confine himself to that legitimate sphere in which his labours have proved so valuable.

The Whitsuntide holidays have suspended the progress of the various law-reform measures; but now we shall soon see the Lord Chancellor's two Bills before the House of Commons, and it will speedily be known whether that great achievement of erecting new courts of probate and divorce is really destined to illustrate the present session. Lord Brougham has reappeared in the House of Lords rather too late to take the part which properly belongs to him in the discussion of the measures which have been occupying the attention of the Peers. In the Commons, Mr. Malins has brought in a bill to enable married women to dispose of reversionary interests in personal estate; and his pro-

posal has the support of the Attorney-General. It will probably receive the approval of the profession and the acquiescence of the House of Commons; but whether it has sufficient force of merit to carry it through the House of Lords is by no means certain. That the law upon this subject is complicated and embarrassing we suppose nobody will deny; but if that were always sufficient reason for passing an Act to alter and amend the law, the task of the new Parliament would be a weighty one—so weighty, indeed, that the feeling would become unanimous to devolve upon some more suitable body functions which a popular Legislature is by no means well qualified to discharge. Another question of great difficulty has been lately raised by the case of *The Queen* v. *Bryan*, and if the interference of Parliament is to be invoked to mark more clearly the dividing line between a criminal false pretence and what we may, perhaps, venture to call "tradesmanlike falsehoods," we will say that this is a legislative problem which demands the most skilful handling. The majority of the judges who decided this case in the Exchequer Chamber appeared to think that the law as laid down by them was as severe as a lax general morality would permit. The degree of license afforded by this exposition of the statute to what is called in some quarters "smartness" would seem to be dictated by the same principle as certain indulgences granted by the Mosaic law "because of the hardness of the hearts" of the people to whom its precepts were addressed.

In the Courts, one of the most noticeable events of the week has been the appearance of the Attorney-General on behalf of the Crown in the Queen's Bench. The occasion was probably well chosen, inasmuch as neither the judges nor any of the counsel most habituated to the court were likely to know more of the subject under argument than Sir Richard Bethell himself; and therefore he need have felt no fear of making any false step which could damage his splendid reputation. We dare say that the judgment of the Court when given in the case will be entirely satisfactory and exhaustive; but if so, the judges must supply from their own resources a good deal of elucidation of an obscure topic.

An action has been tried in the Queen's Bench this week on an attorney's bill, and some account of the case will be found in another column. The defence of negligence was successfully set up, and it certainly appears that the proceedings taken and charged for should not have been taken at all unless they were taken earlier. The amount in dispute in this instance was small, and there was a conflict of testimony upon the facts, so that probably it is not a case which the Court would be disposed to entertain further.

PETITION OF PROCTORS TO THE HOUSE OF LORDS.

The following petition was presented by Lord Malmesbury on the 28th ult:—

That two Bills are now pending in your Right Honourable House, intitled respectively "A Bill to amend the Law relating to Probates and Letters of Administration in England," and "A Bill to amend the Law relating to Divorces and Matrimonial Causes in England."

That, without offering any opinion upon these several measures, your petitioners earnestly desire to submit to the consideration of your Lordships that certain provisions in the aforesaid Bills would, if passed into law, be most injurious to their professional practice, and would be inconsistent with the justice and equity by which your Lordships are influenced in legislation.

That the office of Proctor is of great antiquity, having been recognised as early as the year 1236, and having been regulated by the Canons of 1603; and that the duties of those holding the said office have been expressly regulated by statute, and amongst other Acts, by the Acts 3 James 1, c. 5, and 53 Geo. 3, c. 127, of which the last mentioned made express provision for the protection of proctors, and confirmed and guaranteed them in the enjoyment of exclusive practice.

That, under these several regulations and Acts of Parliament, your petitioners exercise the right of practice in the Ecclesiastical Courts of England, in which are transacted the larger portion of the business relating to the grants of probate of wills and letters of administration, and in which the larger portion of matrimonial causes have hitherto been heard and determined; a right of practice which the Parliament of England has handed down and guaranteed to your petitioners, for nearly seven centuries with exclusive rights and privileges.

That, to acquire their exclusive right of practice under the authority of the Acts of Parliament aforesaid, your petitioners have paid large sums of money on being articled and admitted; have served under articles for seven years; and, at a further large expense and sacrifice, have become notaries public. That many of your petitioners have also paid large sums of money, or have laid themselves under heavy pecuniary obligations, for the purchase of their practices, or are under engagements to pay annuities to former practitioners or to the widows of deceased partners, or have made family arrangements dependent on the continuance of the present practice, and under the assurance of Acts of Parliament by which the same was guaranteed to them.

That the above-mentioned Bills now pending in your Right Honourable House would operate most injuriously, and in some instances will be utterly destructive of the professional practice of your petitioners, and may in many instances interfere with the aforementioned obligations and arrangements, thereby involving many other persons besides your petitioners in the difficulties and hardships which these measures may inflict, if passed into law in their present shape.

That, under the 42nd clause of the Probate and Letters of Administration Bill, all solicitors and attorneys are to be admitted to practise in all contentious matters in the courts in which your petitioners have hitherto had exclusive practice. That the effect of such an enactment would be to deprive your petitioners of a large portion of such contentious practice, without any compensation or corresponding boon.

That, by the 43rd clause of the said Bill, registrars of district courts, some of which are to be newly constituted, are empowered to grant probates and letters of administration in cases where the property may be under £1,500; a measure which would deprive your petitioners of the largest portion of their practice in all non-contentious business, inasmuch as the number of grants of probate and letters of administration under that sum amount to at least 79 per cent. of the entire number granted annually.

That, by the 89th clause of the same Bill, any business that may remain to any of your petitioners will be subject to still further diminution of profit, the said clause being so constructed as to repeal all that portion of the 53 Geo. 3, c. 127, whereby the office of proctor was made and guaranteed to be an independent and exclusive office, and proposing instead thereof to place the proctors in the position of agents to attorneys and solicitors in relation to all matters testamentary.

That, by clause 40 of the same Bill, any proctor of any ecclesiastical court is entitled to be admitted a proctor of the Court of Probate—a provision under which your petitioners' exclusive privileges would be still further prejudiced, inasmuch as a numerous class of practitioners in minor courts, who have gained their present status by shorter terms of service and cheaper means, would be permitted to practice in those courts in which your petitioners enjoy, at the present time, exclusive right of practice.

That, by the same section (s. 40), the transaction of business in all district registries of the Court of Probate may here after be thrown open to "any person," or to "any class or classes of persons," at the discretion of any judge of the court who may "think fit to make any rule or order of the court to such effect;" an enactment which, your petitioners submit, would be without any valid precedent, and would speedily be so construed as to be destructive of any privileges remaining to your petitioners.

That, at the present time, a limited number of the senior proctors possess the exclusive privilege of taking articled clerks, a privilege which those of your petitioners who have not already acquired the same will acquire in due course by seniority. That such advantage, whether in possession or prospect, will be lost to all your petitioners should these Bills pass into law as they now stand, inasmuch as all attorneys and solicitors will have the right of practice in contentious suits, and their clerks, from their admission, will be entitled to many of the exclusive privileges now enjoyed by your petitioners.

That your petitioners desire to represent to your Right Honourable House that the effect of these measures will be not

only to deprive your petitioners of their privileges, but unjustly and causelessly to degrade them from the position of officers of the ecclesiastical courts and of independent practitioners in an honourable profession to that of mere agents of attorneys and solicitors; and they humbly submit to the consideration of your Lordships that such an arrangement is neither calculated to benefit the jurisdiction nor the public, inasmuch as it permits that which the Act 53 Geo. 3, c. 127, was expressly devised to prevent—namely, a system under which practice was secured to certain firms by large "allowances" made to attorneys and solicitors, out of charges levied on the suitors.

That your petitioners further desire to submit, that, whilst the present number of proctors exercising exclusive right is no more than 114, the attorneys and solicitors who will be entitled to share their practice, should these Bills pass into law, number upwards of 10,000; and they especially solicit your Lordships' attention to the fact, that, whilst your petitioners have paid, and continue to pay, large sums of money for the purpose of securing the practice they possess, the Bills before your Lordships contain no provisions whereby any payment of any sort is required from the numerous body proposed to be admitted to share their practice, either in the shape of contribution to the Revenue of the State, or of contribution to any fund which might hereafter be made available for the purposes of compensation to those who will suffer from these proposed enactments.

And your petitioners would further humbly represent that no substantial reasons can be shown for the extinction or withdrawal of any of the privileges your petitioners enjoy on the faith and by virtue of the confirmation of several Acts of Parliament. That no imputation or suggestion has at any time been made of any want of competency efficiently to conduct the business of the courts to which these Bills relate. That, on the contrary, the evidence of the highest authority attests your petitioners' professional skill, their intimate acquaintance with the laws applicable to marriage questions and testamentary jurisdiction, as well as the undeniable character of the exclusive rights of which these Bills would deprive them without any compensation.

And your petitioners further submit, that it would be opposed to the equity of Parliament to subject your petitioners for whatsoever object to the penalties and personal individual losses these measures would inflict. They submit to your Lordships, that, in the Report of her Majesty's Commissioners appointed to inquire into the practice "of the Court of Chancery, and the law and jurisdiction of the ecclesiastical and other courts in relation to matters testamentary," it was expressly declared by Her Majesty's Commissioners, that, "*in common justice to the proctors, compensation should be made to them if their business is thrown open;*" and your petitioners further submit, that the justice and equity of this Report has been *repeatedly acknowledged, and more especially in a Bill submitted to Parliament on this subject in the session*, 1855 *by her Majesty's then Attorney-General Sir Alexander Cockburn, her Majesty's principal Secretary of State the Right Honourable Sir George Grey, and by her Majesty's then Solicitor, and now Attorney-General, Sir Richard Bethell, on behalf of her Majesty's present Government.*

Your petitioners therefore humbly pray your Right Honourable House to take the premises into your consideration, and to introduce such provisions into the before-mentioned Bills as will continue to your petitioners the sole exclusive right of practice hitherto enjoyed by them in all the testamentary and matrimonial courts, or as will secure to them and to their families just and adequate compensation for the losses which will be inflicted on them, should the proposed Bills pass into law as they now stand.

ACTION ON ATTORNEY'S BILL.

Power and Pilgrim v. *Burchnall.*—QUEEN'S BENCH.

Mr. *Edwin James* and Mr. *Merewether* were counsel for the plaintiffs, and Mr. Serjeant *Ballantine* for the defendant.

The plaintiffs were attorneys in Warwickshire, and they brought their action against the defendant, a farmer in that county, for £19, the balance of a bill of costs.

It appeared that in May, 1854, the defendant had some dispute about the payment of a church-rate, and he determined to indict some parties for perjury, and instructed the plaintiffs to adopt proceedings. The defendant also gave them instructions as to appealing against the rate, and he desired them to take the opinion of counsel as to appealing or indicting the parties. The plaintiffs prepared a case, and sent it to counsel in London for an opinion. The case was returned with an opinion on it to the plaintiffs, and it was afterwards sent back for a further opinion. This occupied so much time, that the period for giving notice of appeal had expired. The appeal, however, was entered and respited according to the opinion of counsel, and by the instructions of Burchnall. Some time afterwards Burchnall gave the plaintiffs authority to settle the matter. In November, 1854, the plaintiffs sent in their bill of costs, and on the 7th of the next month Burchnall paid £15 on account. Several letters were written to Burchnall for payment of the balance; but, as he did not pay, the action was brought. The defence was, that the plaintiffs did not act with due diligence, but had been guilty of negligence.

The only question was, whether Burchnall had given the plaintiffs unlimited instructions to prosecute the appeal on the 7th of June.

The plaintiff Pilgrim swore that the instructions were not given on that day to appeal, but merely to take the opinion of counsel on the matter.

On the part of the defendant it was urged that the plaintiffs, knowing that the quarter sessions were on the 26th of June, ought to have given notice of appeal before they sent up the case to counsel, because they ought to have known that by the day they could get the opinion back, the time for giving notice of appeal would have expired. Upon this, it was contended that there had been negligence, and that the plaintiffs were not entitled to the costs of the case and opinion, and of entering and respiting the appeal. These costs, it was said, amounted to more than the sum claimed. The defendant paid 3*l.* 15*s.* 5*d.* into Court.

The defendant was called, and stated that he told the plaintiffs, on the first interview, to take the matter to the sessions, and that Mr. Pilgrim told him that there was plenty of time.

On cross-examination, the defendant said that he denied that he had signed the rate. The book was afterwards produced, and his signature appeared to it; but he would swear that he was not at the meeting on that particular day, and he had determined to indict the parties who had sworn he was there. One of those gentlemen was a farmer of large property, and farmed his own estate. Mr. Power, the plaintiff, had advised him to compromise, and not to go to expense.

Mr. Justice WIGHTMAN, in summing up, said, an attorney was bound to bring a competent degree of skill, and to give such attention, at all events, that he did not occasion loss to his client by want of diligence or neglect; and the question here was, whether the defendant had lost anything by reason of the want of skill or want of due diligence. If he had not, then the defendant ought to pay, because the bill had already been taxed by the proper officer.

The jury found a verdict for the defendant.

HERTFORD COUNTY COURT.

Before J. H. KOE, Esq., Q.C., Judge.—April 24, 1857.

Bonfield v. *Kipling.*

PRACTICE—REMOVAL OUT OF ORDINARY JURISDICTION—RULE 44.

This was an undefended action to recover the sum of 10*l.* 10*s.* for goods sold and delivered. The defendant, who is an excise officer, three or four days before the court-day, informed the plaintiff that he had been ordered to be removed to another place, out of the ordinary jurisdiction of the court; whereupon the plaintiff filed an affidavit with the registrar, under Rule 44, upon which a plaint was entered, and a summons issued, and served on the defendant's wife two days before the return day thereof.

His Honour held that it was not material to prove that the defendant was about to remove *with intent to delay his creditor*, but that "*he was about to remove* out of the ordinary jurisdiction" either voluntarily or involuntarily.—Judgment for plaintiff.

The Overseers of St. Andrew, Hertford, v. *Pratchett.*

BANKER'S NOTE, PURCHASE OF—PRE-EXISTING DEBT—WHAT IT MEANS—QUERY, ARE PAROCHIAL RATES SUCH?

This was an action brought to recover the sum of £10, "money paid by the plaintiffs, and money received by the defendant." The following are the circumstances of the case, as appeared by the evidence:—On the 21st July, 1856, between twelve and one o'clock, the assistant overseer applied to the defendant for payment of certain parochial rates, which were paid with a £10 country bank-note, the assistant overseer giving in cash the balance between the £10 and the amount of the rates. The bank remained open till four o'clock of the same day, and did not re-open the following day, but stopped payment. Notice was given to the defendant, on the 22nd, of the dishonour of the note, and subsequently the note was sent to the

defendant, to prove under the bankruptcy, which he returned. The plaintiffs, in order to pass their parochial accounts, paid the amount of the rates.

Defendant's attorney objected that there had been a purchase of the note, with all its risks, as it was not given on account of a pre-existing *debt*, inasmuch as a parochial rate, which was recoverable by statute in a special, and not in an ordinary, way, could not be deemed a *debt*. Much stress was also laid upon the recent case of *Lichfield Union* v. *Greene* (8 Jur. N. S. 247).

Cur. adv. vult.

May 25.—His Honour, in an elaborate judgment, reviewing all the cases bearing on the subject, decided, that, although a parochial rate was not a *debt* in its strict legal sense, yet it was a pre-existing *liability*, which was sufficient to exclude this transaction from being considered as a purchase of the note.—Judgment for plaintiffs, with costs.

COURT OF QUEEN'S BENCH.—JUNE 4.

When their Lordships entered the court, Lord CAMPBELL called first upon Mr. *Keating*, the newly-appointed Solicitor-General, to move.

Mr. *Keating* said he felt he could not move as Solicitor-General, as his patent had not yet been laid before his Lordship, in consequence of some delay.

Lord CAMPBELL—We may consider that to be done which ought to be done.

Mr. *Keating* said he would move as senior counsel, not as Solicitor-General. He then moved for a rule, calling upon Mr. Harrison Padmore to show cause why the whole matters connected with his bill of costs, in the case of *Essex* v. *Stanley*, should not be referred to the Master to inquire into and report upon. It appeared that the defendant, Major Stanley, who was an officer in the Indian army, and had also served in the Turkish Contingent, had got into the debt of a native money lender at Bombay who brought actions against him. On his arrival in England last year he saw an advertisement in a newspaper stating that a Mr. Padmore, a solicitor, residing in Duke-street, Charing-cross, would give advice to persons labouring under pecuniary difficulties, and obtain immediate protection for their persons and property, at one-third the usual charges, to be payable by instalments; and instead of intrusting his affairs to his regular solicitor, Major Stanley sought the advice of the advertiser. He called at his office and saw a person named George, who undertook to defend the action. In this way the bill of costs had been incurred; it was referred by judge's order to the Master for taxation; and he made a report, which went to show that Padmore had nothing whatever to do with the business in Duke-street, but merely lent his name to George and some other parties to enable them to carry it on, and suggested that further inquiry should take place.

The Court granted a rule nisi.—*Daily News.*

JOINT-STOCK COMPANIES ACT, 1856.—The number of companies formed under this Act from July 16, 1856 (the date of the Royal Assent), to the present time, is 410; of these, 9 have unlimited, and 401 limited, liability.

Recent Decisions in Chancery.

WIFE'S CHOSE IN ACTION—REDUCTION INTO POSSESSION.

Allday v. *Fletcher*, 5 W. R. 584.

There are few rules of law more arbitrary and inconvenient than those relating to choses in action; and there is no doctrine of equity less allied to reason than that of reduction into possession. The general principle which governs a husband's rights in his wife's *choses in action* is sufficiently definite, and may be stated without much qualification; but one of the terms included in the definition—viz. reduction into possession—has given rise to endless subtle distinctions, which render the whole subject very embarrassing. In *Allday* v. *Fletcher*, a legacy, charged upon land and payable upon the death of the tenant for life under the will, was assigned by the legatee, a married lady, and her husband, for valuable consideration. The assignment purported to be "by way of security," but the deed did not contain any covenant to pay, nor a proviso for redemption on repayment by the assignors. The assignee died before the tenant for life, and therefore before the legacy became payable, having appointed Fletcher, who was tenant in tail in remainder under the said will, his residuary legatee and executor. Fletcher, in such capacity, paid debts to an amount greater than the personal estate, and, subsequently, the tenant for life of the land on which the legacy to the married woman was charged, died; whereupon Fletcher became tenant in tail in possession of such land. The suit was instituted by the legatee (the married lady) for the purpose of getting the legacy settled upon her and her issue; and the questions were, whether the legacy was reduced into possession by the husband, and passed by the assignment; and if not, whether, under the circumstances, it must not be deemed to have been raised and applied in the payment of the debts of the assignee, whose executor and residuary legatee Fletcher was. The judgment of V. C. *Stuart* went mainly upon the form and effect of the deed of assignment, which he considered to be merely a mortgage, and consequently that there was no reduction into possession of the legacy by the husband. The Lord Chancellor, however, treated the transaction simply as an advance to the husband, the intention being that the assignee was to be repaid by the receipt of the legacy; but he thought the question as to whether the assignment was absolute or conditional was of no importance. There is no doubt as to what is the effect of an assignment by a husband and wife of a legacy payable to her *in futuro*. If the husband die while the legacy is in reversion, the assignment has no operation against the wife; but it has where the husband survives until it becomes a legacy in possession. In the present case, therefore, upon the death of the tenant for life, the right to receive the legacy was in Fletcher, as representative of the assignee; and Fletcher's was not only the hand to receive, but also to pay; for the legacy was charged upon his land. That he was entitled to pay himself there could be no question; and the Lord Chancellor was of opinion, under the circumstances of the case, that the presumption that payment had been made was irresistible. The Vice-Chancellor was of opinion that if the assignment had been absolute, and not "by way of security," the husband would thereby have reduced the wife's legacy into possession; but, on appeal, the plaintiff contended that even an absolute assignment could not have that effect in the case of a legacy payable upon the death of a person then living.

RAILWAY COMPANY—LANDS CLAUSES ACT, CONSTRUCTION OF.

Grosvenor v. *The Hampstead Junction Railway Co.*, 5 W. R. 614.

A nice question arose in this case as to the construction of the 92nd section of the Lands Clauses Consolidation Act, 1845, which enacts that no party shall be required to sell to the promoters of an undertaking a part only of any house, building, or manufactory, if the owner be willing and able to convey the whole. The plaintiffs in the suit, who were trustees of a charity, had purchased land for the purpose of building almshouses thereon, according to a stipulated plan. The stipulation was, that the central portion of the building was to be erected within five years, and the remaining parts as soon as the funds of the charity would permit. In pursuance of this agreement, the plaintiffs entered into possession, and made contracts with builders, following the terms (as to the mode of building and times of completion) of the agreement to purchase. The central portion was duly completed, and part of the remainder. The defendants' company then served a notice on the plaintiffs, requiring, for the purposes of their line, a portion amounting to ten perches of the land. The plaintiffs served the usual counter notice, requiring the company to take the whole of their land or none, on the ground that the portion mentioned in the company's notice was intended for the erection of a wing of the building, according to its original design. The question for the Court was as to whether the plaintiffs were protected by the 92nd section of the above-mentioned Act.

V. C. *Wood* decided in favour of the company, as he considered that the result of the whole scheme for building the almshouses and establishing the charity was that the central building was to form a complete and integral portion in itself, and being also of opinion that under the agreement for sale the plaintiffs were not bound to erect any other building than the centre. His Honour, however, considered that whatever would pass with "a house" in a conveyance, was part of a house within the meaning of the 92nd section.

PRACTICE—19 & 20 VICT. C. 120.

Re Brealy's Settled Estates, Id. 613; *Re Hadwen's Settled Estates*, Id. 614.

These two cases are decisions involving merely points of practice under the Act to facilitate Leases and Sales of Settled Estates. By the 37th section, a married woman applying to the Court, or consenting to an application under the Act, is to be examined apart from her husband; and by the 38th section, the examination is to be made either by the Court, or by some

solicitor appointed for that purpose. In *Re Brealy's Settled Estates*, the Master of the Rolls considered that where an application under the Act was about being made to the Court, the proper course was first to examine the married woman before the petition was presented. In the second case, his Honour restricted this rule to the case where the married woman was herself the petitioner, being of opinion that, where she was only a respondent, it was sufficient for some one to appear for her and consent, her own consent having been taken previously to the hearing of the petition. It appears that the Court will not appoint the solicitor acting in the matter to take the consent.

Since the foregoing was written there has been another petition under the same Act (*Re Procter's Settled Estates*, June 5), in which V. C. *Stuart* took a different view of the meaning of the 37th section. His Honour was of opinion that the consent of the married woman should be given at the hearing of the petition, or if any difficulty was thrown in the way of such a construction by the words "she shall be first examined apart," he thought that it might be proper to move for leave to present a petition, and the married woman might consent upon the motion; but the Vice-Chancellor considered that a consent not taken in any matter or proceeding pending would be nugatory.

Cases at Common Law specially Interesting to Attorneys.

FALSE PRETENCES, OBTAINING MONEY UNDER — WHEN INDICTABLE.

Reg. v. *Sherwood*, 5 W. R., C. C. R., 577; *Reg.* v. *Bryan*, Id. 598.

These two cases decide important points as to prosecutions for obtaining money under false pretences. In the first of them, it appeared that the prisoner was a coal-dealer, and that the charge arose out of his selling a load of coal which he well knew weighed 14 cwt. as and for a load of 18 cwt., and receiving payment as for the latter weight. It was proved that the misrepresentation was made for the purpose of defrauding the buyer of the difference in price between the actual and the represented weight of coal. The prisoner was indicted under 7 & 8 Geo. 4, c. 29, s. 53, which, after reciting that "a failure of justice frequently arises from the subtle distinction between larceny and fraud," provides, that, to obtain by "any false pretence" any money with intent to cheat or defraud any person of the same, shall be a misdemeanor. And it was now contended for the prisoner that his case was not within the statute, because the enactment in question was not intended to apply to *sales*; and, moreover, because it was in the power of the person deceived to test the accuracy of the representation. And the case of *Reg.* v. *Reed* (7 C. & P. 848) was relied upon, as being opposed to (but not expressly overruled by) the later cases of *Reg.* v. *Burgon* (4 W. R. 514), *Reg.* v. *Roebuck* (Id. 525), *Reg.* v. *Eagleton* (Id. 17), and *Reg.* v. *Kenrick* (5 Q. B. 49); by which it was laid down that a false pretence was not the less so merely on account of the existence of a contract. The Court, however, did not hesitate, in the present case, expressly to overrule the decision arrived at in *Reg.* v. *Reed*, remarking that that case was decided before the provision in question had undergone the ventilation which the subsequent cases above referred to had occasioned. *Pollock*, C. B., however, took a distinction between real transactions of buying and selling (which he did not think within the Act) and those in which (as in the case before the court) the seller *after* the bargain and sale demands payment, and fraudulently represents the quantity delivered to be greater, and his demand consequently larger, than it really is. The conviction was therefore affirmed.

In the second case (*Reg.* v. *Bryan*), the prisoner had represented to a pawnbroker that certain spoons which he offered in pledge were "of the best quality," and "equal to the best of those made by the Messrs. Elkington," whereas he knew they were of inferior quality. Upon this representation, the prisoner obtained an advance of money exceeding the value of the spoons. It was now contended for him that the case differed from that just mentioned of *Reg.* v. *Sherwood* (which was argued on the same day, immediately preceding that now under notice), in that *there*, there was a misrepresentation of quantity; *here*, only of quality; and, moreover, that the goods were of the same species—i. e. plated spoons—as they were represented to be, though the plating was of an inferior quality; and that if every lie of this sort told in the course of a bargain were indictable, there would be no limit to indictments. The judges differed in their opinions. Lord *Campbell* thought the conviction could not be supported, inasmuch as a mere representation of the quality of an article sold was not within the statute, any more than it was indictable for a buyer to depreciate the quality, and assert that it was inferior to what it really was. Such an extension of the criminal law would be most alarming. So thought *Coleridge*, J., saying, "if puffing by the seller would be indictable, depreciation by the buyer should be equally so. 'It is nought, it is nought, saith the buyer; but when he goeth his way he boasteth.'" *Cockburn*, C. J., also concurred, saying that it made all the difference whether the vendor represents the article to be merely better in quality than it really is (as in the case before the Court), or whether (as in the case of *Reg.* v. *Roebuck*) he says the article is of a precious metal, whereas it is of a base metal. *Pollock*, C. B., agreed that the conviction could not be supported, and repeated his opinion that the Act was not intended to apply to the ordinary commercial dealings between buyer and seller, though there might be cases to which the statute would apply connected with the transaction of buying and selling, as if an article were concocted expressly for the purpose of deceit, and sold as what it was not, even with regard to quality only. *Erle*, *Crompton*, and *Crowder*, JJ., and *Watson* and *Channell*, BB., were all of opinion, on grounds generally similar to those already noticed, that the conviction was not sustainable; but *Bramwell*, B., was of opinion that the conviction ought to be affirmed, because he inclined to think that the statute extended to cases where the fraud was not the *immediate* mode of obtaining the money, but the contract was obtained by fraud, and the money handed over to the person in pursuance of that contract; and that the "obtaining by false pretence" mentioned in the Act, meant a fraudulent obtaining, whether directly or mediately; in short, wherever one person makes a bargain by fraud, and so by the fraud gets possession of the property of another. To this last opinion *Willes*, J., adhered, chiefly in deference to what he knew had been the impression of the late Chief Justice *Jervis* on this point of criminal law.

POLICE-MAGISTRATE, APPLICATION AGAINST.

Reg. v. *Dayman*, 5 W. R., Q. B., 578.

We noticed, a few weeks ago,* a fruitless application to the Queen's Bench under 11 & 12 Vict. c. 44 (in lieu of the ancient practice of *mandamus*), in order to compel a police-magistrate to adjudicate. The above case was under the same provision; and it was sought to make Mr. Dayman hear and adjudicate upon a complaint, in order to entertain which it was necessary first to decide that a certain street was a *new* street. The magistrate, however, decided it was not a new street, and the Court refused to make him proceed with the complaint, for, said Lord *Campbell*, the affair has become *res judicata*. "We are not a court of advice: we sit here to determine matters in controversy between suitors, and we cannot give our opinion before or after judgment." In this decision *Wightman* and *Crompton*, JJ., concurred; but *Erle*, J., thought the case one for interference, because the magistrate's decision had proceeded on a cardinal fact upon which his jurisdiction depended, and therefore only amounted to a declaration that in his opinion he had no jurisdiction to entertain the matter of the complaint.

EVIDENCE, POINT AS TO—LIS MOTA, DOCTRINE OF, CONSIDERED.

Gee v. *Ward*, 5 W. R., Q. B., 579.

This was a question of evidence. By the law governing the production of evidence, no declaration can be admitted as evidence of reputation which has arisen *post litem motam*—*i. e.* which was made after a controversy arose touching the matter to which such declaration relates. It has been a question of some nicety, to what date this exclusion must be referred; and it appears to remain unsettled whether, in order to exclude a declaration on this ground, there must not be, not merely facts which may lead to a dispute (according to the ruling of *Alderson*, B., in *Walker* v. *Beauchamp*, 6 C. & P. 552), but a suit, or controversy preparatory to a suit, actually commenced, or dispute arisen, and that upon the same pedigree or subject-matter which constitutes the question in litigation (see *Davies* v. *Lowndes*, 6 M. & Gr. 471). At all events, a declaration of pedigree will not be excluded as having arisen *post litem motam*, because made with the express view of preventing disputes—a doctrine first established in the *Berkeley Peerage Case* (4 Camp. 401); and, in accordance with this doctrine, the point which arose in the case above noticed was decided. The question at the trial was, whether the plaintiff or the defendant was heir of one G., who died in 1854. And it appeared that in 1806 an

* *Vide sup.* p. 188 (*Reg.* v. *Paynter*).

inquiry as to the heir-at-law of G., then a lunatic, was directed by the Court of Chancery; and it was now sought to put in the deposition of the grandmother of G., taken at such inquiry. The argument in this case ultimately turned upon the question whether depositions in a prior Chancery suit are excluded by the rule under consideration; and the Court of Queen's Bench admitted the declaration as to the pedigree made by the grandmother of G., in accordance with the rule laid down by Mr. Phillips in his book upon "Evidence" (vol. 1, p. 213, 9th ed.), which they held to express the law correctly—viz. that the having a distinct object in view in making the declaration, even though the object can only be gained by afterwards using the declaration in evidence, is not sufficient to exclude the declaration—"as, for example," says Mr. Phillips, "if the father or mother make a pedigree for the purpose of preventing disputes in the family."

HABEAS CORPUS AD TESTIFICANDUM, WHEN IT WILL NOT LIE.

Binns v. *Moseley and Cobbett*, 5 W. R., C. P., 583.

A *habeas corpus ad testificandum*, under 44 Geo. 1, c. 102, was applied for to bring up Cobbett, a prisoner in the Queen's prison, to the Court of Common Pleas, in order that he might *move for a new trial* in the above action of ejectment, in which he was a defendant. The Court, however, held that the statute did not apply to such a case, being intended only to meet the case of prisoners whose *evidence* is required.

ATTORNEY'S BILL—MISJOINDER OF DEFENDANTS, EFFECT OF.

Wilkins v. *Alexander & George Steele*, 5 W. R., C. P., 610.

This was an action on an attorney's bill brought against the two defendants jointly; and the verdict was "for the plaintiff as against George, and for the defendant as against Alexander." The judge said this was a verdict for the defendants, whereupon the plaintiff applied to him to amend the declaration by striking out the name of Alexander, which he declined to do; but he reserved leave to move to enter the verdict for the plaintiff, if the Court thought the judge at *Nisi Prius* had power to amend. The Court, however, thought he had no such power. The 222nd section of the Common Law Procedure Act, 1852, had no application; and it was needful to look only to the 37th. But that section gives power to amend only where the defendant has been erroneously joined by a *mistake*, and not where he has been joined in order to try whether he was liable or not. Moreover, "even if the Act of Parliament gave the power, this is not a case in which it ought to be exercised. It would be a very dangerous practice, and would lead to parties being unjustly made defendants, if such amendments were made. If there is any misconception, and the application is made in the course of the trial, then it is a fit case for the judge to exercise his discretion; but not when the plaintiff goes to the jury against both defendants." The Court proceeded to intimate that the course for the plaintiff to adopt (if he thought proper) was to bring a fresh action against the single defendant; and, indeed, it would seem, from *Robson* v. *Doyle* (3 Ell. & Bl. 396), that even if they had considered the case one for amendment, they would not have interfered after trial, except by way of allowing a new trial, striking out of the record the name of the defendant wrongly joined.

Professional Intelligence.

ADMISSION OF SOLICITORS.—TRINITY TERM, 1857.

The Master of the Rolls has appointed Friday, the 12th day of June, 1857, at the Rolls Court, Chancery-lane, at four in the afternoon, for Swearing Solicitors.

Every person desirous of being sworn on the above day must leave his common law admission or his certificate of practice for the current year at the Secretary's Office, Rolls-yard, Chancery-lane, on or before Thursday, the 11th of June instant.

ADMISSION OF ATTORNEYS.

The following days have been appointed for the Admission of Attorneys in the Court of Queen's Bench:—Thursday, 11th June, and Friday, 12th June.

Trinity Term, 1857, *pursuant to Judge's Order.*

Clerk's Name and Residence.	*To whom articled, &c.*
Neville, Frederick Herbert, of 14, Calthorpe-st., and 14, Soley-terrace, Claremont-square.	Chas. Best, of Birmingham.

Notice to take out or renew Certificate on the 13th day of June, 1857, pursuant to Judge's Order.

Ivens, Thomas Edmund, of Longdborough and Selby.

The Vice-Chancellor Sir J. Stuart expressed a wish that decrees should not be prosecuted in his chambers unless they were brought into them within six months after their date.—*June* 4, 1857.

Correspondence.

DUBLIN.—*(From our own Correspondent.)*

ENGLAND AND IRELAND—THE BENCH AND THE BAR.

The appointment of Mr. H. S. Keating as English Solicitor-General is one of those circumstances which now and then arise to indicate the growing appreciation of Irish talent on the other side of the Channel, and consequently to tempt young aspirants away from the ranks of the profession here to a wider arena, where each combatant for honours has more elbow-room for the conflict, and where there are higher rewards in prospect for those who are successful in it. The recent elevation of those distinguished judges, Martin and Willes, one from the far north, the other from the extreme south of Ireland, had a great effect in stimulating the ambition, as well as in allaying the anti-English prejudices of young Irish lawyers in general. The merited success of Serjeant Shee in the common law courts, of Mr. Cairns, in Chancery, as well as of a large number of less distinguished natives of the Emerald Isle, does not pass unnoticed by observers who regard the "signs of the times." From these premises, however, it would not be easy to arrive at the conclusion which at first, perhaps, might present itself to the reader's mind. By frequent migrations, the legal profession in England may be yearly becoming composite as to its nationality; but let it not be imagined that the great prizes in Ireland are becoming more accessible to importations from Westminster Hall. Indeed, it is somewhat remarkable, that, never since Earl Strongbow landed on these shores, would the appointment of an English lawyer to the Irish Bench meet with more determined and general opposition than it would at the present time. This feeling cannot be considered unreasonable, when it is remembered that strict reciprocity is all that is contended for by what may be called the anti-English party. For some centuries past English lawyers have, from time to time, been brought over here to preside in the Court of Chancery; but no instance has been recorded of any Irish practitioner receiving a judicial appointment in England. Lord St. Leonards was the last, as he was the greatest, English Lord Chancellor of Ireland. A less eminent man than he is would have been received with colder welcome; but however this may be, it is generally considered that Lord St. Leonards was the last of the series of imported chancellors—unless, indeed, her Majesty, by appointing an Irish practitioner to the English bench, reconcile the profession here to what they would otherwise consider to be the direst of insults. Against such interchange of appointments no sound objection can be urged, while many reasons can be given in its favour. But to any attempt to revive the old one-sided system, the Irish profession, and indeed the entire nation, would offer a fierce, and probably an effectual, resistance.

Connected with this topic, and so intimately connected with it as always to be mentioned with it in conversation, is a passage in the life of the late Lord Plunket, on which, had more light been contemporaneously thrown, much bitterness and ill-feeling might have been prevented. The bar here are fond of narrating how that Plunket, while in the zenith of his parliamentary and forensic reputation as an advocate and a lawyer, was nominated to the office of Master of the Rolls in England; and how (so the story goes) the English bar made such an outcry, that the appointment was immediately revoked. This story, if substantiated, would certainly go far to justify the general aversion to judicial importations from England; and we have made every effort to arrive at some basis of authority for the story, but without success. Lord Plunket was undoubtedly, at one time, on the point of becoming Master of the Rolls; and it may further be conceded that some change of plan prevented his ever actually occupying the Rolls House; but we have undoubted authority for asserting that no movement, actual or threatened, on the part of the English bar, interfered with the scheme, which must have been abandoned with his consent for reasons altogether foreign to any question between the two bars. It may appear strange that so groundless a tradition as this should have flourished to this day, and should be even now daily repeated and commented on; but it would seem that some fictions have more vitality in them—more tenacity of existence—than have many truths, and, therefore, require much of

reiterated contradiction and disproof before finally vanishing. We may be permitted to close these remarks with one proposition, and with two practical suggestions. The proposition is—that, considering the close proximity into which England and Ireland are brought by steam and telegraph, by commerce, by unity of government and language, by mixture of races, by the investment of capital in Ireland, and by numerous other and ever-multiplying ties, it is desirable that the laws should be framed and administered alike for both kingdoms.

To further this object, care should be taken, that, for purposes of legislation, both kingdoms should be treated as one; separate statutes for Ireland (many of them purely experimental) should no longer be tolerated. It would not, however, suffice to have the laws framed alike if they are to be differently expounded and administered. To insure uniformity, the Crown should not only select the judges of assize from the judicial benches of *both* countries, but should, on principle, fill any vacancy occurring on either of those benches by promoting the ablest and most suitable man who can be found on *either* side of the channel. The public welfare demands the amplest freedom of selection; nor did the common law, in its wisdom, place any restriction whatever on the Crown in its choice of a new judge: it remained for the narrow minds who have dominated in later times to impose a virtual restriction on all, as well as a legal restriction on some offices—in fact, to exclude from the English bench all who, however well qualified, are not members of the English bar.* The great, the only canon of selection should be, to choose the man most able for the vacant office.

THE TIPPERARY BANK.

When this celebrated institution first came under the operation of the Winding-up Acts, it was generally expected, that, from the long list of shareholders, a very large sum of money would be recovered applicable towards the discharge of the liabilities of the bank. The post of official manager became therefore an object of ambition to a crowd of candidates, whose respective merits and capabilities were discussed at great length before the Master in Chancery in whose hands lay the power of selection. A gentleman of ability was chosen for the office, who has worked indefatigably at his task; but apparently with small success. The coveted position has involved him in labour and litigation, the only result of which seems to be, that the "list of contributories" is dwindling away to a degree which forbids all hope of anything beyond a nominal dividend. The more wealthy shareholders have, with but one exception, contrived to expunge their names from the list, on various ingenious pretexts; while the whole body of English shareholders have also been solemnly adjudged to have escaped liability, by reason of their having been fraudulently drawn into the concern. The net result of all this expunging process appears by a recent advertisement in the journals of this day, wherein Master Murphy "peremptorily" required a very scanty list of contributories to bring in £250 per share. How many of them will respond to the invitation remains to be seen. We should not, however, calculate that more than three or four of them have the ability to comply, even if they were inclined to do so. Among the rest the name of Mr. Antony Norris, Solicitor, of London, appears in his capacity of personal representative of John Sadleir, "deceased," holding 150 shares. Mr. James Sadleir, the late managing director, figures as holding no less than 1,788 shares. From these specimens of contributories, the creditors of the bank will be able to form some idea of the amount of further dividend which they are likely to receive.

SAVINGS BANKS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The proposed Savings Bank Bill being before the public, permit me to ask space in your journal for the purpose of making some remarks on this measure.

Two leading principles should govern all enactments relating to savings banks—the first, that there should be perfect and entire Government security for every deposit; the second, that neither the Government nor the Government funds should bear any cost, charge, or expense whatever in respect to savings banks, or in respect to depositors in savings banks or their moneys.

The first principle is so generally received and adopted as an indispensable attribute to savings banks, that it would not be necessary to say anything on that subject if this Bill did not so greatly fall short in giving that security. I am more struck with this defect from having had occasion to examine first the Bill brought forward by Mr. Disraeli, during the government of Lord Derby, and, afterwards, that proposed by Mr. Gladstone. I write from memory, but I feel no doubt that each of these Bills comprehended all savings banks, whether already established or to be established, under one rule, to the effect of making it compulsory on all to extend Government security to every deposit.

Bearing in mind the comprehensive plan of those Bills, one is surprised to find how small a part of the defects of savings banks already established is touched by the present measure. These defects are—firstly, that these banks do not afford complete Government security to the depositors; and, secondly, that they have brought, and will continue to bring, a large amount of loss and charge on the Government funds.

In regard to these banks, the present Bill does not contain any provision to diminish the said amount of loss and charge, nor to prevent its increase in future.

By the 14th section, trustees and managers of any savings bank already established may obtain the security of Government for the depositors in such savings bank, upon condition that its solvency is proved by the production of the pass-books of the depositors, or by such other evidence as shall be satisfactory to the National Debt Commissioners.

It is impossible to foresee what other evidence will satisfy the Commissioners; but I will venture to say, that if the production of ALL the pass-books be made the condition upon which obtaining Government security will depend, that condition is not likely to be fulfilled, nor Government security to be obtained. And I will also venture to say, that, without the production of all the pass-books, and comparing the entries therein with the books and accounts in the bank, no complete and conclusive evidence of solvency, and of the entire absence of fraud and malversation, can be obtained.

Under this view of the case, it appears improbable that any large proportion of the savings banks already established will be able, even if willing, to fulfil the conditions on which the security of the Government can be obtained for the depositors.

Except the provision in the 14th section, no stipulation is contained in the Bill for the security of the funds of savings banks already established, which funds amount to more than thirty millions of money. Those who expected to find in this Bill a remedy for the unsatisfactory state of this immense mass of property will feel greatly disappointed.

The regulations for the establishment of fresh savings banks appear sound and good, so far as they go; but it will be a fallacy to suppose that any examination of accounts by inspectors and auditors will entirely prevent fraud. Suppose the case of a trustee, or manager, or actuary receiving a series of deposits, and entering all the sums properly in the respective pass-books, but omitting to make corresponding entries in the bank books, and embezzling the money. The keenest and most extensive audit of the bank books will not discover any trace of the fraud if the pass-books are not also before the auditor, which I consider impossible, because a savings bank of moderate business will have from five thousand to ten thousand pass-books, all of which cannot be got sight of, either in one day, or in any reasonable time.

If a system of entire security cannot be established, it should be made as perfect as possible. The best security will be found by employing officers under bond with sureties for a good amount. Unpaid trustees and managers will not give such security, but actuaries and other paid officers will; therefore, the receipt of deposits or other money by trustees and managers should be strictly prohibited, and be confined to the officers giving security. It should not be left to the National Debt Commissioners or the Comptroller-General to enforce this important regulation, because their doing so may be thought invidious or distrustful of the unpaid officers whose services are useful and valuable. This regulation should be inserted in the Bill, and thus be taken away from the judgment of all parties concerned.

These remarks apply to the first of the two leading principles I have ventured to lay down for the government of savings banks. At a future opportunity I will draw the attention of your readers to the second of those principles, and will endeavour

* The Crown has legal power to appoint *any person* to the office of Lord High Chancellor and Master of the Rolls, or to any of the Common-law Judgeships. Under several modern Acts of Parliament, the following judicial offices can be held *only* by barristers-at-law of a certain number of years standing:—Lords Justiceships of Appeal, Vice-Chancellorships, and County Court Judgeships. Of course, Irish barristers are legally eligible for all these offices; but, notwithstanding this, the present Irish Attorney-General (J. D. Fitzgerald) characteristically attempted last year to pass a Bill establishing the office of Vice-Chancellor in Ireland, with a clause limiting the qualification to fifteen years' standing *at the Irish Bar*.

to show that there is no reason why the national funds should suffer from loss or damage which may occur either through fraud, or by reason of variations in the price of funds; and I will point out a mode in which indemnity against all such charges may be found.

I am, Sir, your most obedient servant, P.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—It may, perhaps, come within the scope of your office to offer, from time to time, some information respecting our brother professionals in the various colonies belonging to this country, pointing out the advantages and disadvantages under which they labour, contrasting their methods of procedure, &c., and adding thereto suggestions for the guidance of any member of the profession who may be advised to try his fortune amongst them.

Should you entertain this idea, I for one should be glad to hear of the respective advantages of the Canadian and Australian Colonies, with any suggestions which you may think would be of service to a young solicitor going abroad.

June 2, 1857. A SUBSCRIBER.

[We shall be glad to receive and publish any information and suggestions on this subject which our readers may have to offer.]—ED. S. J. & R.

Review.

Blackstone's Commentaries on the Laws of England. A new Edition adapted to the Present State of the Law. By R. MALCOLM KERR, LL.D., Barrister-at-law.—Murray, Albemarle Street.

If the multitude of editions were conclusive evidence of the merits of a book, "Blackstone's Commentaries" must be, what its most enthusiastic admirers pronounce it, the greatest popular law book which was ever written. We think, ourselves, that its merits have been rather exaggerated, though it cannot be denied that it is indispensable to the student, and very convenient as an *index raisonnée* of the law even to the man of business. But its value does not consist in the lucid arrangement of subjects, in the profound appreciation of law as a science, nor in any very remarkable accuracy and research as to the origin and growth of our legal system. The last claim is very commonly put forward on behalf of the author; but though considerable learning is no doubt displayed, the pure text of "Blackstone" contains many speculations which are questionable as to matters of fact, and very far from sound in their philosophy. "Blackstone's" strongest claim to pre-eminence is due to the grace and spirit of his diction, which no other legal writer has rivalled, but his reputation is perhaps owing, in a still greater degree, to the circumstance that he stands alone. With the exception of Serjeant Stephen's "Commentaries," which are themselves based on the text of "Blackstone," there is not a single book in the English language which even attempts to rival the old "Commentaries" as a complete popular picture of English jurisprudence.

This is quite enough to account for the great popularity, and to justify the repeated new editions, of the work without indorsing all the Tory defences for the law as it was, which the admirers of Sir William Blackstone are in the habit of describing as the highest philosophy. One thing is certain, that if this lavish praise is deserved, all the changes which have turned topsy-turvy the system of which "Blackstone" was the panegyrist must have been blunders. Either the philosopher was often at fault, or the law-reformer has been going very wrong indeed.

We have not made these observations for the sake of disparaging what is undoubtedly a very valuable book, but merely as a foundation for a rational judgment on the principles which ought to guide a modern editor in handling the old materials. The excessive reverence for the original text was, until of late years, such that no one ventured to do more than append to it a note, about every six or eight lines, to say that the reader must bear in mind that Blackstone's account of the law has no more reference to the actualities of the present time than if it related to antediluvian jurisprudence. This mode of editing was most mischievous and distracting, especially to the student who wandered from the text to the note and back again, until he found himself in hopeless confusion, and utterly unable to retain in his memory the result either of the law that was, or the law that is, which had thus ingeniously been mixed up together. There is no course open, therefore, for an editor who desires to produce a readable sketch of the law of England, founded on the text of "Blackstone," except to interpolate his own additions among the venerable sentences of the old commentator, and to strike out pretty freely those portions of the original text which modern legislation has superseded. Accepting this necessity, the editors of "Blackstone" have varied much in the extent of the liberty which they have taken with the text. Of all who have devoted themselves to the subject, Serjeant Stephen has treated it with the boldest and most masterly freedom; while the author of the edition now under review is most remarkable for the cautious fidelity with which he has adhered to the original, wherever it was not absolutely obsolete and wrong. "Stephen's Commentaries" form, in fact, a new work, only connected with the earlier one by the circumstance that much of the old matter is used up in the pages of the new treatise. Mr. Kerr's "Blackstone" is strictly what its title-page imports—a new edition of the author adapted to the present state of the law. Thus the old and unscientific division of the subject into Rights of Persons and Rights of Things, is maintained out of reverence to the author, and the sequence of the subordinate topics is in no instance interfered with. So rigidly has Mr. Kerr adhered to his principle of altering the text no more than the change in the law absolutely required, that he has not hesitated to sacrifice to it one of the great merits of the original work—viz. the easy and graceful flow of the narrative. This strikes us as a mistake on the part of the editor. When a passage had to be altered to accommodate it to the enactments of the last 100 years, surely it would have been better to have re-cast it into a readable shape than to have destroyed its beauty and rhythm by tagging on half-a-line of incongruous diction in one place, a whole line in another, and capping a sentence every here and there with a solid mass of condensed statute law, which harmonises about as well with the language of the author as a modern hat would with the costume of one of King Charles's cavaliers. It is not easy so to assimilate the tone of an old writer as to introduce extensive alterations in his text without destroying its elegance and finish; but Mr. Kerr has not made the attempt, or, if he has, his capacity for the task is very much below that of average editors. His conception of his editorial obligations seems to have been to take the old text, and add the greatest possible amount of modern statutes, with the smallest possible elimination of the old phraseology. This was adhering to the letter rather than to the spirit of his duties, and the result is a book much less like the original in the qualities for which that was most admired than would have been produced by a more liberal interpretation of the editor's functions. It is one thing to preserve as far as possible the spirit and character of the author while adapting his statements to the present state of the law. It is quite another thing to keep as many of Blackstone's words as could be retained. The present editor has, we think, been more successful in the latter than in the former object. His most elegant method of adding to the narrative the law which has grown up since Blackstone's time is to take one of the old Professor's pleasant sentences, and to couple it with an "and also" to any amount of dry head-note which could be extracted from the appropriate page of the statute book. Mr. Kerr appears to have laboured at his task with great industry, and we are bound to admit, that, so far as we can discover, the law has been accurately brought down to the present time. But this is not all that one looks for in a popular treatise. An architect who should "adapt" a fine old mansion to the luxury of modern life by tacking on a room in front, opening out a window at the side, and building an excrescence in the rear, all in the purest suburban gothic, would perhaps make the house a much more useful and commodious affair than it was before; but he would not improve its elegance, nor could he claim credit for having treated the old stones with any more real reverence than if he had pulled the building to the ground, and re-erected it on a model framed in the spirit of the original builder.

This analogy will furnish a not unfair illustration of Mr. Kerr's contributions to the text of Blackstone. At the same time, if much of the elegance of the original work is sacrificed, the new edition offers a summary of the existing law at a cost very much below the ordinary charges for legal text-books. Why Mr. Butterworth should be unable to produce a copy of "Stephen's Commentaries" at the same reasonable price which Mr. Murray asks for an equally well-printed copy of "Blackstone" we cannot explain; but it strikes us that the law publishers would consult their own interest no less than the pockets of purchasers by a very considerable reduction of the exorbitant charges which they are in the habit of making for the works which they produce.

Juridical Society.

This society met on Monday evening, the 25th May. Richard Jebb, Esq., took the chair, in the absence of Sir John Stuart, V. C., who was unable to be present at the commencement of the meeting, and apologised for not being punctual, having been detained until a late hour at chambers.

Mr. FITZJAMES STEPHEN read a paper on "The Practice of Interrogating Persons Accused of Crime." He commenced by remarking that there was no rule so inflexibly observed in English criminal procedure as that which forbids the interrogation of persons accused of crime. There were few in which the English practice was so unlike that of other nations, and probably none which excited so much controversy since its wisdom was first called in question by Jeremy Bentham. Though the practice was peculiar to this country, there was much difficulty in finding express authority for the proposition that it would be illegal to interrogate the prisoner. Blackstone, Stephen, Hale, Hawkins, Foster, Russell, Phillips, Starkie, Taylor, and even in the elaborate discussion of the subject introduced into Mr. Best's treatise on the "Principles of Evidence"—a book for the ability of which the learned Reader expressed admiration, though he dissented from many of its principles—there was only a general statement, based on no explicit authority, that to interrogate the prisoner is illegal. There were, however, three well-recognised principles, each of which had some connection with the practice, and might, with more or less justice, be taken as an authority for it. The two first are expressed in the celebrated maxims, "*Nemo tenetur prodere* or *accusare seipsum*," and "*Nemo debet esse testis in propriâ causâ*;" and the third, in the doctrine that torture is unknown to the common law. But neither of these doctrines condemned the practice of interrogating the accused; and the way in which by their united operation it is excluded is a curious illustration of the manner in which English law assumed its present shape. The maxim "*Nemo tenetur prodere seipsum*" was first quoted in certain cases referred to in 3 Bulstrode, and seems to be as old as 10 Elizabeth. It was first employed in the case of prohibitions issued to the spiritual courts against examining the parties upon oath in cases involving forfeiture; and the familiar application of the maxim in later times has been to protect witnesses against answering questions which might have a tendency to involve them in criminal charges, but it had never been held to mean that such questions are not to be asked. Indeed, it was matter of every-day practice to ask persons whether they have committed crimes; and if they claim the protection of the maxim in question, to urge upon the consideration of the jury the fact that they had not ventured to deny the imputation which it conveyed. It might also be observed, that, though the law does not compel an answer to such a question, the ordinary witness's oath "to tell the *whole* truth" constitutes a conscientious obligation to do so, which the law not only allows to be imposed, but itself imposes.

The maxim "*Nemo debet esse testis in propriâ causâ*" appeared at first sight to have a closer connection with the practice under consideration. A criminal trial is, in form, the trial of an issue joined between our sovereign lady the Queen and the prisoner at the bar, and it would be very hard to overrate the importance of the influence which this circumstance had over every part of our criminal law. The prisoner, it might be urged, is a party to the action, and was accordingly an incompetent witness; and no doubt this view of the case was, to a certain extent, recognised by the late Act to amend the "Law of Evidence" (14 & 15 Vict. c. 99, s. 3). It would be observed that the language of the Act assumed, but did not extend or create, incompetency. There were, however, circumstances which went far to show that the analogy between civil and criminal proceedings was not quite complete, and that it must not, especially in respect of the prisoner's evidence, be pressed too hard. One instance might be mentioned which showed that the maxim and the practice under consideration were not really inconsistent. It was true that a prisoner could not be called as a witness either for or against himself; but it was by no means true that he could not give evidence either for or against himself. On the contrary, he constantly did give such evidence, and sometimes it was the most material evidence in the case. He is always allowed to tell his own story to the jury, and in doing so it was competent to him to state any number of facts upon his own unsupported authority, on which facts the judge makes comments. No one could pass a day in a criminal court without hearing instances of this practice; but no one ever heard a judge tell the jury that the prisoner's unsupported statement was not evidence, and that they must dismiss it from their consideration; yet it would be his duty to do so if the maxim that no one is to be a witness in his own cause were rigorously applied to criminal cases. In illustration of this, the learned reader referred to a case which he heard tried at Warwick, at the Winter Assizes of 1855. On that occasion the counsel for the prisoner began to state to the jury, to use his own words, "as the prisoner's mouthpiece," facts of which he could offer no evidence. He was stopped by the judge (Mr. Justice Cresswell), who said that though the prisoner might make such a statement, his counsel might not; and that if the case was to be rested on such a defence, it must be made by the prisoner in person — which was accordingly done. Couple this practice with the fact that at common law the prisoner's witnesses in capital cases were not upon oath, and we have a strong argument to prove that the statement of the prisoner stands now upon nearly the same terms as the rest of the evidence in his favour stood upon before the statute of Anne. If, therefore, the prisoner might give evidence in his own cause notwithstanding the maxim, the maxim cannot forbid his interrogation, though the rule "*Nemo tenetur prodere seipsum*" must justify him in refusing to answer.

The third principle which may be supposed to militate against the interrogation of the accused is, the principle that torture is unknown to the common law. Failing to find any express or implied authority which is entirely satisfactory on the subject, recourse must of necessity be had to the practice of the courts; and there can be no room for doubt, that, for at least a century and a half, they have acted upon the supposition that to question a prisoner is illegal. Some earlier precedents showed, however, that such had not been by any means the uniform theory of English lawyers; that, on the contrary, the opinion arose from a peculiar and accidental state of things which had long since passed away; and that our modern law was in fact derived from somewhat questionable sources.

The earliest form of trial known in England was the Saxon trial by ordeal. This was gradually superseded by the Norman trial by combat, which gave way by degrees to the trial by jury, and was finally abolished, after a long period of dormancy. To say that each of these forms of trial involved the questioning of the accused was to say far too little. Each of them was his emphatic answer to the question—urged upon him either by common report in the form of a grand jury, or by a private appellant or accuser—whether he was or was not guilty. The character of the ordeal speaks for itself. The oath of the appellee ran in these terms:—"Hear this, O man! whom I hold by the hand, who callest thyself John by the name of baptism, that I, who call myself Thomas by the name of baptism, did not feloniously murder thy father, William by name, nor am anywise guilty of the said felony." Trial by jury was originally a trial by witnesses, and it was not till the reign of Henry IV. that the two functions were completely separated. These witnesses were called compurgators, and the very name implies that the prisoner was called upon to deny the charge. Indeed our own practice of calling upon the prisoner to plead could not be reconciled with an absolute adoption of the rule, that a man is not to be questioned as to his guilt; and one of the most consistent and earliest advocates of that principle (Col. Lilburne) long refused to plead upon that very ground. We had, however, apart from these considerations, an unbroken line of precedents in favour of the practice in question, from the earliest periods of English history down to 1698.

Mr. Stephen then proceeded to adduce instances—among others the trial of Sir N. Brambre, Lord Mayor of London, for treason, in 1388; of John Hall, in 1400, for the murder of the Duke of Glo'ster; of Sir William Stanley, in 1494, for treason; of Sir T. Moore, in 1535; of the Duke of Norfolk, in 1571; of Udale, in 1599: also of Throckmorton and others—which showed that the system of interrogating prisoners existed in those times; and then traced the cases down to the trial of the Rev. Mr. Hawkins, for theft, before Sir Matthew Hale, then Lord Chief Baron, who is reported to have questioned the prisoner—as did also Holt, L. C. J., in the trial of Harrison, in 1692, for murder (see 12 State Trials, 859).

The first case where it appeared that a prisoner objected to answer was that of Colonel Lilburne, who, being called on to plead, said—"Sir, by the Petition of Right, I am not to answer any questions concerning myself." The judge corrected him by saying that he should not be compelled to answer—*i. e.* that he should not be put to the torture, which, as Mr. Jardine has proved, was in constant use in the Star Chamber Practice, not

merely in cases of State offences, but when persons were accused of ordinary crimes, such as robbery and horse-stealing.

The judges of the 18th century administered the most cruelly severe penal code that ever existed. They made the procedure as lenient, because the Legislature made the laws as bloodthirsty, as possible. No other nation in Europe hung men for grand larceny, but no other nation in Europe refused to receive a confession if it was induced by a threat.

The recollections of the Star Chamber—the infamy of the judges of the later Stuarts—the illegality of torture, then peculiar to England—the gradual reduction of the law to system characteristic of the 18th century, and the anomaly of penal laws of atrocious severity administered by judges at once humane, and in a certain direction powerful—all these taken together remove any difficulty in understanding how the practice of not interrogating accused persons came to be based upon the grounds on which it is commonly rested.

To the principle thus established there were two very considerable exceptions. In the case of parliamentary impeachments, the proceedings have frequently been conducted by articles and answers, differing only in form from interrogatories. In the cases of Lord Stafford, Colonel Fiennes, and Lord Macclesfield, one answer was construed as admitting so much of the corresponding article as it did not deny; and, on the other hand, justices of the peace were required, by the repealed statute of 1 & 2 P. & M. c. 13, and 7 G. 4, c. 64, to take the *examinations* of persons accused, and the *informations* of witnesses, and though this practice is now altered by 11 & 12 Vict. c. 42, s. 101, it was held in several late cases that the repealed statutes entitled the magistrates to question persons brought before them on criminal charges. In one case this was held to be irregular, but in that instance no other general principle was appealed to.

The learned reader then referred at length to some French cases to show how the system of interrogating prisoners was sometimes grossly abused in France, and proceeded as follows: Whether a prisoner is defended by counsel or not, his silence is very unfavourable to him if innocent. When he is defended, he suffers almost equally from the unskilfulness or from the ingenuity of his counsel. If his advocate, from forgetfulness or want of skill, fails to explain a suspicious circumstance, it weighs heavily with the court and the jury; if he puts forward a complete and consistent answer, the jury look upon it with suspicion, because it proceeds from a man whose profession it is to frame plausible explanations of inconvenient facts. If, on the other hand, the prisoner is undefended, his position is at times absolutely pitiable. I cannot describe the difficulties under which such a man labours without resorting to a familiarity of illustration which I hope you will excuse. The common run of criminal trials passes somewhat thus: Ten or twelve awkward clowns, "looking," as a very eminent advocate once observed, "like over-driven cattle," are crowded together in the dock. Their minds are confused by formulas about challenging the jury, standing on their deliverance, and pleading to the indictment; the case is opened, and the witnesses called by a man to whom the whole process has become a mere routine, and whose very coolness must confuse and bewilder a densely-ignorant and most deeply-interested hearer. After the witness has been examined comes a scene which most of us know by heart, but which I can never hear without pain. It is something to the following effect:—*Judge:* Do you wish to ask the witness any questions? *Prisoner:* Yes, Sir; I ask him this, my Lord—I was walking down the lane with two other men, for I'd heard ——. *Judge:* No, no; that is your defence—ask him questions. You may say what you please to the jury afterwards, but now you must ask him questions. In other words, the prisoner is called upon, without any previous practice, to throw his defence into a series of interrogatories, duly marshalled, both as to the persons to be asked and as to the subjects to be inquired into—an accomplishment which trained lawyers often pass years in acquiring most imperfectly. After this interruption has occurred three or four times in the course of a trial, the prisoner is not unfrequently reduced to utter perplexity and forgetfulness, and thinks it respectful to be silent. Hardly any ignorant person can tell a story of the simplest kind without endless and maundering, irrelevant and extremely wearisome details; and hardly any judge has the patience to sift out the grain of wheat from the bushels of chaff which are on such occasions put before him. A few questions would constantly clear up the whole, but the prisoner may not be questioned, and his liberty is constantly sacrificed to a groundless fear of invading it. I have seen judges again and again give the broadest hints to prisoners, which, if they had been put in an interrogative form, might have been invaluable, but which, as they were made, were thrown away upon ignorance, fear, and stupidity. Let any one try to get an account of the simplest transaction from his servants or children without asking them questions, and he will appreciate in a moment the value of which interrogation would be to the prisoner. No one who has sensitive nerves himself can fail to be aware, that, on important occasions, a very slight cause may make him forget the most important part of what he has to say; and there is little doubt, that, when innocent men are convicted, it frequently arises from the fact, that, from ignorance or confusion, they have omitted to ask questions or to give explanations which might have cleared their character. In one of the cases referred to above, this would very possibly have been the case but for a well-timed question from the judge. Sir M. Hale asked a man why he objected to have his house searched? He immediately gave a satisfactory explanation. If he had, from ignorance or nervousness, forgotten this point, it might have weighed heavily with the jury.

One of the most distinguished advocates of the existing practice has observed, that "few things tell more strongly against a prisoner than his non-explanation of apparently criminating circumstances." The absence of any suggestion, either from the judge or jury, as to what circumstances require explanation, tells far more heavily against him if he is not defended, and that very skilfully. Even if he is defended, his silence exposes him to a degree of suspicion from which he was free when defences by counsel were not allowed. At that period the obligation to make a defence was an incomplete, and to the prisoner an unfavourable, substitute for interrogation, because it had a strong tendency to convict the guilty, though none at all to exculpate the innocent. The cases of Throckmorton and Udale show that if the prisoner's defence was made piecemeal to every branch of the charge, the trial slid of necessity into a prolonged interrogatory—a form of procedure which both of these able persons requested as a favour and indulgence to their weak memories. If, on the other hand, the prisoner defended himself, the jury would not listen to a mere contention that the evidence was consistent with his innocence, without a distinct assertion that in point of fact he was innocent. If Eugene Aram's defence had been pronounced by a barrister, he might very probably have been acquitted. But, coming as it did from the prisoner himself, the judge at once directed the attention of the jury to the fact that it was more like the ingenious reasoning of an advocate conscious of a bad cause than the bold denial of guilt which might be expected from an innocent man. Paley, who heard the trial, said of him that no man ever got himself hanged so cleverly. In Mr. Best's work it is observed, with great truth and force, that any item of the evidence is, in effect, a question to the prisoner. This is undoubtedly true, and it seems to me to follow inevitably that it is only fair to point out the fact to him in an unmistakeable form.

The practice of interrogation would have the further advantage of relieving honest advocates from a painful dilemma, and would prevent dishonest ones from setting up groundless defences. The duty of counsel at present is to find out any possible hypothesis by which the evidence may be made consistent with the prisoner's innocence, and to press that hypothesis upon the jury with all his power; for his criterion is, not that the prisoner is innocent, but that he is not proved to be guilty. I need not dwell upon the delicate cases of conscience to which this duty may give rise, but there can surely be no reason why this function should not be narrowed to that of showing that the prisoner's account of the evidence is consistent with innocence. It seems to me that the determination of the line of defence to be adopted ought, on every account, to be left to the prisoner. A prisoner was not long ago convicted, and on being called on in the usual manner, said, "My lord, I have three witnesses in court to prove I was not there." "Yes," said the judge, with considerable sternness; "and do you know why your counsel did not call those witnesses. It was because he did not believe them. Neither should I have believed them." No doubt the judge and the counsel were quite right in their opinion, but it is surely a strange morality which insists that one man shall invent a probable falsehood (I do not wish to use the word offensively) for fear that another should tell an improbable one which he had already invented. Let us suppose, for example, that in a late case, deservedly celebrated as a model of criminal procedure—I mean the trial of Palmer—the prisoner had been asked quietly and simply the following questions:—Did you buy any strychnine? If so, what did you want with it? Did Cook give you a cheque for his winnings? Did you send it to his agents, and did you receive it back from them? If so, where is

it? This last question was, in fact, though not in form, asked by a notice to produce, and the absence of an answer was one of the strongest circumstances against the prisoner.

It is usually objected that the sympathies of the judge would be enlisted against the prisoner by allowing him to ask him questions. This is, no doubt, a great and real danger; but we must remember that in England a judge has much less to do with the trial than in France—that we have the advantage of the strongest possible public sentiment against such unfairness, and that interrogation may be conducted in a friendly as well as in an unfriendly spirit. It might, however, be observed, that if we are to assume the existence of injustice and prejudice in judges, those qualities now find ample means of gratifying themselves. Under our existing system, a partial charge to the jury would do the business effectively. Interrogation has not been, in this country, the favourite weapon of unjust judges. In the horrible case of Lady Lisle, whilst the judge was raging and blaspheming like a wild beast, though he frequently interrupted the prisoner's defence with oaths and curses, he never questioned her once. A just and humane judge would not condescend to fence with a common criminal, and the practice might, if necessary, be prohibited in political cases. At any rate, no such objection would apply to the jury. The jury might suggest questions, and the judge might put them. Even the counsel for the Crown might be trusted with such a power to question the prisoner only upon points which other witnesses had shown to be within his knowledge. Did you do such a thing? Were you at such a place?—and as to the motives of the conduct which he admitted. In a word, his defence might be elicited by means of questions, instead of leaving him to make it for himself, or allowing his counsel to make it for him; liberty, of course, being left to the defendant or his counsel of adding whatever he pleased.

We must suit our reforms to our institutions. Trial by jury no one proposes to modify. We must, therefore, admit no evidence the force of which ordinary minds cannot appreciate; and the mere facts that a person cannot give a consistent account of the manner in which his time was spent, or that he tells falsehoods about collateral matters, when under the burden of an accusation, are circumstances so remote from the question of guilt or innocence that they ought not to be placed before such a tribunal as a jury. They have, no doubt, some reference to guilt, and so have early education and general character; but it would be as foolish to ask twelve shopkeepers or farmers whether these things were consistent with innocence, as it would be to weigh out the drugs of a prescription in a grocer's scales. On the other hand, the power of giving some general account of the circumstances which have produced a criminal charge is so usually the characteristic of innocence, and so seldom the companion of guilt, that its existence ought to be placed before juries as distinctly as possible. Further, our present procedure does, in fact, place the prisoner's statement before the jury, but it does so in a manner so clumsy and indirect as to give no great benefit to any one, and to inflict the greatest possible inconvenience upon the innocent.

The next meeting of this Society will be held on Monday, the 8th instant, at 8 o'clock P.M., the Hon. Vice-Chancellor Sir John Stuart, President of the Society, in the chair, when Mr. W. M. Best will read a paper on "The Common Law of England, with an Examination of some False Principles of Law Reform."

Questions at the Examination.

TRINITY TERM, 1857.

I. PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?
2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.
3. Mention some of the principal law books which you have read and studied.
4. Have you attended any, and what, law lectures?

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

5. State the distinction between actions of contract and of tort; and between simple contract and specialty debts.
6. What is the proper mode of suing on a bill of exchange or promissory note, with respect to indorsing the writ of summons, the time for signing judgment for want of appearance, and obtaining leave to appear and defend?
7. Which of the parties to a bill of exchange is *primarily* liable to pay it; and how is this liability affected by the bill being accepted for accommodation?
8. What is the difference between libel and slander?
9. By whom are replevins now granted; and in what court may an action of replevin be commenced?
10. Where an action is brought in a superior court to recover a less sum than £20, due upon a contract, what course must be taken to enable the plaintiff, if he succeeds, to recover his costs; and on what scale will such costs be taxed?
11. In what manner may judgment be signed for non-appearance to a writ specially indorsed; and where one of two defendants upon whom such a writ has been served appears, and the other does not, how may the plaintiff proceed?
12. In what cases is a master responsible in damages for a tortious injury done by his servant; and how may his liability be altered by the fact of the injured party being also his servant?
13. What step is it necessary for an attorney to take before he can bring an action for his bill of costs?
14. What notice to quit is generally required in order to determine a yearly tenancy, and to what period of the year must it refer?
15. At what time after verdict may a successful party sign judgment and issue execution?
16. In what cases, and under what circumstances, may a party appeal from the decision of a superior court upon a motion for a new trial, or to enter a verdict pursuant to leave reserved; and what notice of appeal must be given, and to whom?
17. In what manner may a judgment obtained against a registered joint-stock company be enforced against a shareholder?
18. With what exceptions may the parties or their wives be examined as witnesses in their own causes?
19. Is it necessary to call an attesting witness to prove any, and what, species of written instrument?

III. CONVEYANCING.

20. By what means are the respective species of property usually conveyed or transferred?
21. If land be conveyed, and no mention of the buildings thereon, nor of mines or minerals thereunder, would such buildings, mines, and minerals pass by the conveyance? What is the rule in such cases?
22. Suppose a pool or piece of water be granted, what passes to the grantee?
23. Under what authority may an estate tail be now bar'd, by whom, in what manner?
24. What are emblements, and when is a lessee of a tenant for life entitled to emblements, and when not?
25. What is the difference between a *jointure* and a *dower*, and how does each arise?
26. A. holds a lease for several lives, and he makes underleases; upon the death of one of the lives, he wishes to surrender the existing lease, and to have a new lease for the existing lives, with the addition of one in the place of the deceased. Would it be necessary that the under-lessees concur in that surrender, or not?
27. A testator appoints C. and D. executors of his will; C. renounces, and D. proves the will alone, and has probate; D. dies in the lifetime of C.; how stands the representation to the testator, and how is an assignment to be obtained from a legal representative?
28. The mortgagee in fee dies without devising the security, the mortgagor is desirous to pay the money; the heir-at-law of the mortgagee is unwilling or incapable to reconvey; to whom may the mortgagor pay the money, and of whom obtain the reconveyance?
29. As to the registering of deeds affecting property in registered counties, what may be the consequence from delaying to register such deeds?
30. Title-deeds abstracted, but not in the vendor's possession but in the hands of other persons, how are such deeds to be examined, and at whose expense?
31. What is the distinction between estates in *remainder*, and estates in *reversion*?
32. Two persons, A. and B. (*not partners*), are to give bond to C. for the payment of a certain sum of money; what should be the obligation so that if B. die and leave A. surviving, C. may have a claim upon B.'s estate?

33. Suppose A. and B. *are* partners, and give their *joint* bond to C., and A. or B. die, what remedy would C. have against the survivor, *and* the estate of the deceased?

34. Suppose one of the joint and several obligors to be merely a guarantee for the other, what should such guarantee require from the co-obligor for his security?

IV. EQUITY AND PRACTICE OF THE COURTS.

35. Mention some of the ordinary cases in which the Court of Chancery exercises jurisdiction as distinguished from the courts of law.

36. When a mortgagee enters into possession of the mortgaged estate, what is the proper proceeding to be taken by the mortgagor desirous of redeeming the mortgage; and is there any, and what, limit to the period within which such proceeding must be commenced?

37. If a legal estate be outstanding in an infant, or a person of unsound mind, as a trustee, state the nature and effects of the summary proceeding to be taken under the Trustee Act for getting in the legal estate.

38. Refer to any recent Act of Parliament under which the Court of Chancery (notwithstanding the absence of a power in the settlement) can authorise a sale or lease of settled estates without a special application to Parliament.

39. State shortly the circumstances in which the Court is, by the Act referred to, authorised to exercise jurisdiction, and the mode of proceeding.

40. What are the several modes in which the parties, plaintiffs and defendants, in a suit in Chancery, may adduce evidence to verify their respective cases for the hearing of the cause?

41. How should an affidavit to be used in the Court of Chancery distinguish facts or circumstances which are within the deponent's own knowledge, from those which are deposed to from his information and belief; and is it necessary to show, upon the affidavit, what are the deponent's means of knowledge or source of information.

42. If no interrogatories be filed requiring an answer by a defendant to a bill, is he at liberty within any, and what, time to put in a voluntary answer?

43. Where a defendant is not required to answer interrogatories, what is considered to be the effect of not putting in a voluntary answer?

44. State the respective amounts of principal money and in annual payments which, if payable out of a fund under the control of the Court to a married woman, entitle her to elect whether the amount shall be paid to her husband, or be made the subject of settlement.

45. If the married woman elect that the amount shall be paid to her husband, what is the mode of proceeding, and what evidence is necessary to obtain the order for such payment?

46. If before distributing the residue of a deceased's estate, an executor or administrator be desirous of being indemnified from unascertained debts and liabilities, is there any, and what, summary proceeding which he can take for this purpose without instituting a suit?

47. By what instruments can a father appoint a guardian to his children, and what are the ordinary powers and duties of such guardian?

48. In the absence of a guardian so appointed, what is the summary course of proceeding after the father's death for the appointment of a guardian, and procuring an allowance for the infant's maintenance.

49. State shortly the mode of proceeding by which a trustee may be relieved from the responsibility of administering trust-funds without instituting a suit?

V. BANKRUPTCY AND PRACTICE OF THE COURTS.

50. State briefly the principle of the bankrupt laws, and the relief which they afford.

51. What are the three conditions necessary to constitute a Bankruptcy?

52. What persons have been deemed by the Courts liable to the bankrupt laws?

53. State the principle which determines whether a person is a trader within the meaning of the bankrupt laws.

54. Distinguish those acts which constitute acts of bankruptcy only when coupled with an intention on the part of the debtor to defeat or delay creditors, from those which constitute acts of bankruptcy independent of such intention.

55. Distinguish those acts which are voluntary or active from those which are passive or merely omissions on the part of the debtor.

56. What is the course to be adopted for obtaining an adjudication of bankruptcy against a member of Parliament, and what constitutes his liability?

57. What are the necessary facts regarding the bankrupt's estate to be ascertained, and steps to be taken, previous to filing a petition for adjudication?

58. What is the course of proceeding to obtain adjudication against a joint-stock company?

59. What are the facts necessary to be stated in the petitioning creditor's affidavit of debt?

60. How must creditors prove their debts, and at what meetings, in order to become entitled to a dividend? and what, if any thing, must be given up to entitle a creditor to a dividend?

61. Is there any distinction between mortgages of land and mortgages of personal property, as respects the relative rights of the mortgagees and assignees? and if so, upon what principle is such distinction made?

62. What proceedings must be taken by the assignees before commencing an action, or suit, or before a reference to arbitration?

63. What are the general rules with regard to the property of the bankrupt in the possession of others at the time of the bankruptcy?

64. Can any, and what, number of creditors, and how, bind the rest to accept a composition, and by what different modes of proceeding?

VI. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

65. Have all the superior courts at Westminster a concurrent jurisdiction in criminal matters, or is it confined to any, and which of them, and who is the supreme coroner of the realm?

66. Over what places does the jurisdiction of the Central Criminal Court extend?

67. State the nature and jurisdiction of the Court of Quarter Sessions.

68. What is the Court of Petty Sessions? and state what is the general nature of business transacted at petty sessions.

69. How are offences which are subject to indictment at the suit of the Crown divided in the English law, and in what respects do they differ from civil injuries?

70. What is felony in the general acceptation of the English law?

71. Define accurately and concisely the common law offence of perjury.

72. What number of witnesses is necessary to obtain a conviction for perjury, and why?

73. What is subornation of perjury?

74. State the course of proceeding against a person accused of an offence in order to bring him to trial.

75. Can one or more magistrates admit to bail persons accused of felony?

76. May the Court of Queen's Bench, or a judge in vacation, admit a prisoner to bail in any, and what, cases?

77. What is an indictment, and state the mode of preferring, and shortly the material parts of an indictment?

78. What is the nature of a criminal information? and in what way or ways must it originate?

79. State what, if any, are the conditions which the Court of Queen's Bench requires before granting a rule in a criminal information at the instance of a private prosecutor?

Pending Measures of Law Reform.

FRAUDULENT TRUSTEES BILL.

A trustee (s. 1) of any property, who shall, with intent to defraud, appropriate, &c., such property, or any part thereof, to his own benefit, shall be guilty of a misdemeanor. A banker, merchant, broker, attorney, or agent (s. 2), being intrusted as such with the property of any other person, who shall, with intent to defraud, employ, &c., for his own use such property, or any part thereof, shall be guilty of a misdemeanor. Any person (s. 3) intrusted with any power of attorney for the sale or transfer of any property, fraudulently selling, &c., such property, or any part thereof, to his own use, shall be guilty of a misdemeanor.

Sects. 4, 5, and 6 are similar clauses, applying to bailees and directors, &c., of companies. By s. 7, if any director, manager, public officer, or member of any company, shall wilfully destroy or falsify any of the books, &c., belonging to the company of which he is a director or manager, public officer, or member, or make, or be privy to the making of, any false or fraudulent entry, or any fraudulent omission in any book of account or

other document, with intent to defraud the shareholders, creditors, or other persons interested in the property or effects of such company, every director* so offending shall be deemed guilty of a misdemeanor; and whosoever (s. 8) being a director, manager, or public officer of any company, shall wilfully make or publish, or concur in wilfully making, &c., any written statement which he shall know to be false in any material particular, with intent to defraud any member, shareholder, or creditor of such company, or with intent to induce any person to become a shareholder or partner therein, or to intrust or advance any money or property to such body corporate or public company, or to enter into any security for the benefit thereof, shall be guilty of a misdemeanor.

Sect. 9 defines the punishment of offenders. Nothing in this Act contained (s. 10) shall enable any person to refuse to make a full discovery to a bill in equity, or to answer any question in any civil proceeding in any court; but no answer to any such bill or interrogatory shall be admissible in evidence against such person in any proceeding under this Act. No remedy (s. 11) at law or in equity shall be affected; and convictions are not to be received in evidence in civil suits. No prosecution (s. 12) is to be commenced without the sanction of some Judge or the Attorney-General. Receivers of property (s. 13) fraudulently disposed of, against this Act, are to be guilty of a misdemeanor.

The word "trustee" (s. 16) includes the heir and personal representative of any trustee, and also all executors and administrators, and all assignees in bankruptcy and insolvency, bailees of goods, and every person holding or having the disposition of any property for the benefit of another; and the word "property" includes every description of real and personal property, money, debts, and legacies, and all deeds and instruments relating to or evidencing the title or right to any property, or giving a right to recover or receive any money or goods; and such word "property" also denotes not only such real and personal property as may have been the original subject of a trust, but also any real or personal property into which the same may have been converted or exchanged, and the proceeds thereof respectively, and anything acquired by such proceeds.

JOINT-STOCK COMPANIES BILL.

This Bill is intituled a Bill to amend the Act 7 & 8 Vict. c. 111, for facilitating the winding up the affairs of joint-stock companies unable to meet their pecuniary engagements, and also the "Joint-Stock Companies Winding-up Acts, 1848 and 1849."

The 1st section proposes to enact that in all cases in which an order is made for the winding up of any company, it shall be lawful for the judge by advertisement to call meetings of creditors to appoint their Representatives (other than the official manager), to be elected by two-thirds in value of the creditors present, who would be entitled to vote in the choice of assignees under a bankruptcy. The proceedings of such meeting to be conducted before the judge as in the election of assignees in bankruptcy, but the judge may reject or remove any unfit person, and upon such rejection or removal a new choice of a Representative shall be made in like manner; and from and after the issuing of any such advertisement, all the creditors of the company shall be deemed parties to the winding up; but in case such company has been adjudged bankrupt, the assignees of the estate and effects of such bankrupt company shall be (without such advertisement or meeting) the Representatives of the creditors for the purposes of this Act, and exercise the same rights and powers as are thereby given to such Representatives; and if any such Representatives of the creditors shall have been appointed in the matter of the winding up of any company before the appointment of assignees under the adjudication of bankruptcy against the same company, then the rights of such Representatives shall upon the appointment of assignees determine, and the same rights shall thereupon become vested in such assignees.

Under s. 2, where a company is bankrupt, and no winding-up order has been made, the assignees may, with the leave of the Court of Bankruptcy, compromise with shareholders so as to bind all the creditors; and the said Court shall, at the request of the assignees for the time being of such company, give to the several shareholders and members, or such of them as shall be so discharged, a certificate setting forth the circumstances of such discharge, and such certificate shall thenceforth operate as an absolute release.

The said Representatives of creditors (s. 3) may concur in proceedings and in compromises which the official manager may propose to make either with the debtors or creditors or with the contributories; and all the creditors of the said company, whether their debts have been then proved or not, shall, subject to the provisions thereinafter contained, be fully and effectually bound by the acts of such representative as to all matters authorised by this Act. But (s. 4) the compromise, &c., to be subject to consent of creditors, if required by the judge, and (s. 5) proceedings under this Act are subject to appeal. Creditors' rights (s. 6) against third persons are not to be prejudiced. After advertisements (s. 7) for Representative, creditors not to sue at law without leave of judge, and time is not to run against them.

Under s. 8, the Court may require security from a shareholder, for payment of such sum as it shall require, having regard to the debts and liabilities of such company.

Sect. 9 gives creditors liberty to attend proceedings and inspect books of company. By s. 10, orders for payment of money are to be incumbrances in Ireland within 13 & 14 Vict. c. 29.

Sect. 11 gives the judge power to appoint commissioners for receiving evidence. This Act (s. 12) is to be taken as a part of the "Joint-Stock Companies Winding-up Acts, 1848 and 1849," and (s. 13) the words "shareholder" and "member" are to include all contributories or alleged contributories.

Parliamentary Proceedings.

HOUSE OF LORDS.

Thursday, June 4.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The report of this Bill, with amendments, was received, after some observations by Lord BROUGHAM condemnatory of the new species of divorce invented by their Lordships, and which he intimated his intention of opposing.

The Bill was ordered to be recommitted on June 9th.

ADMINISTRATION OF OATHS TO WITNESSES.

Lord CAMPBELL, in moving the consideration of the report of the select committee on this subject, said the committee unanimously recommended the discontinuation of the practice of tendering oaths to a witness who came to speak only to matters of opinion. But where there were contested facts and conflicting evidence, the committee considered that it was just as necessary to administer an oath to witnesses who came to depose to matters of fact in a committee of their Lordships' House on a private Bill as it was in any court of law in the kingdom. He concluded by moving—"That select committees in future shall examine witnesses without their having been previously sworn, except in cases in which it may be otherwise ordered by the House;" and "That all committees on private Bills shall examine witnesses on oath, except in cases in which it may be otherwise ordered by the House."

The resolutions were put and agreed to.

HOUSE OF COMMONS.

Friday, May 29.

JOINT-STOCK COMPANIES ACT AMENDMENT BILL.

Mr. LOWE moved for leave to bring in a Bill to amend the Joint-Stock Companies Act of 1856. This measure was intended to cure certain difficulties which had arisen in the construction of the Act of last session; and to compel companies to come in under the Act which had not yet done so, and thereby to prevent two distinct systems of law from co-existing on the same subject.

Leave was granted, and the Bill was read a first time.

Thursday, June, 4.

PROPERTY OF MARRIED WOMEN.

Mr. MALINS, in moving for leave to bring in a Bill to enable married women to dispose of reversionary interests in personal estate, stated that its object was to give married women the right to dispose of personal property in reversion in the same manner and with the same ceremonies as they had now the right to dispose of real property.

The ATTORNEY-GENERAL thought that this Bill would remove a great anomaly, which was not, in truth, a legitimate deduction from the law of England, but which had grown up out of a decision now too old and too frequently followed to be reversed by anything but parliamentary interference. The

* There appears to be an oversight here in not again repeating the words "manager, public officer, or member." From the preceding part of the section, the intention of the draughtsman was manifestly to make them capable of the same crime as a director, though, in the concluding words of the clause, it is said only that "every *director* so offending shall be deemed guilty of a misdemeanor."

result of this anomaly was that a married woman might be the owner of the reversion of £40,000 or £50,000 contingent on her outliving her husband, and yet not be able to raise a shilling for her immediate use.

Leave was given, and the Bill was read a first time.

JOINT-STOCK COMPANIES BILL.

This Bill went into committee *pro formâ*, when certain amendments were introduced, and it was ordered to be recommitted on Monday next.

JOINT-STOCK COMPANIES ACT AMENDMENT BILL.

This Bill was read a second time, and ordered to be committed on Monday next.

PRIVATE BILLS.

The House met again on Thursday last, and committees on fifteen groups of opposed Bills have been sitting.

The Mersey Conservancy Bill is still occupying the attention of the Liverpool Committee, and is likely to last another week. If the preamble of that Bill is proved, the other Bills in the group will virtually be negatived. The "Drainage" Committees, as usual, have their hands full. "The Mordon Cars Drainage Bill" is still under consideration, and after many days sitting the promoters have nearly completed their case. The opponents, no doubt, will occupy a long time. The same story may be told of the North Leeds Drainage Bill, in which case the opponents have only just commenced. Those "gentlemen of England" who live in hilly counties little know the amount of litigation and parliamentary contests which are involved in settling the drainage of districts where there is no outfall for the water.

In the Railway Committees, some cases appear to have become stock pieces, and are likely to run as many days as a favourite drama at a minor theatre.

The Broad and Narrow Gauge fight is going on as steadily as ever, though it is supposed that the Southampton, Bristol, and South Wales (Broad Gauge) Bill evidence will be completed about Tuesday afternoon. Then will come the case of the opposing landowners, which will occupy some two days. Then the committee will consider the case of the Severn Ferry Bill, the "Bristol, South Wales, and Southampton," which is the middle link of the broad gauge case, before giving any decision. The Committee on Group 5 have passed the Wimbledon and Dorking Railway Bill in the teeth of the London and Brighton, and London and South Western Railway Companies, who were the only opponents. The scheme is for making a line from Wimbledon to Epsom, and the committee have taken the broad view that the public will be benefited, and have set their faces against vested interests. The Ely Tidal Harbour and Railway Bill is still in progress. It commenced a fortnight since, and the promoters' case is not yet concluded. The Shropshire Union Railway and Canal Bill, which contains power to lease the canal (for the purposes of abandonment) to the North Western Railway Company, is being sharply contested. And in Group 11, the struggle between the Great Northern and North Western Companies which is taking place over the Lancaster and Carlisle and Ingleden Railway, does not diminish, in spite of the heat of the weather, and the dryness of the case.

The railway mania has strongly attacked Ireland, and the Great Southern and Western, and Midland Great Western Railway of Ireland Companies are struggling hard respectively for powers to connect their two railways by a junction, commencing at Tullamore. The contest between them is as to the point in the Great Southern and Western, from which one end of the junction shall commence, and each company is striving to have its own way in the matter.

The committee on the Kent Railway Group met on Thursday, and the first Bill considered was the Herne Bay and Faversham branch. This branch is supposed to be a feeler put forth by the East Kent Railway Company for a short cut to Ramsgate and Margate. The opponents, as usual, are the South Eastern Railway Company; who, it is well known, have a railway which affords the passenger a beautiful view of parts of Surrey and Sussex *en route* to Dover or Canterbury. The fineness of views, however, in these commercial days, hardly compensates the railway traveller for being carried about to every part of the county *except the part he wishes to go to*, viz.—the centre of Kent. A million of money has been sunk first and last in the Kent fights, and it is hoped that the committee will break down the monopoly which exists in the county as regards railways.

In group 6, Mr. Redpath's delinquencies are causing a great deal of trouble, as the Great Northern Railway Bill, the purport of which is to provide a means of paying off the £200,000 for which the Company have become liable in consequence of Mr. Redpath's taste for old china and country houses and articles of vertue, is strongly opposed by some of the holders of guaranteed preference shares. In fact it is a shareholders' quarrel.

The Election Committees are about to be nominated; as the Chairmen's panel was struck on Thursday night, and the reports on the recognizances have gone in, we may shortly expect notice of the committees being named.

There is a talk of some of the Committees rising on Thursday—the Cup day at Ascot—but it is hoped that hon. members will have some consideration for the expense of keeping up all the witnesses now in London longer than necessary.

Court Papers.

Queen's Bench.

NEW CASES—TRINITY TERM, 1857.

Cumberland.	The Queen on the Prosecution of the Carlisle Board of Health, Respondents, *v.* Thomas H. Hodgson, Appellant.
"	The Queen on the Prosecution of the same, Respondents, *v.* David Wilkie, Appellant.
"	The Queen on the Prosecution of the same, Respondents, *v.* Thomas H. Redin, Appellant.
Staffordshire.	The Queen on the Prosecution of James Mann, Respondent, *v.* Thomas Bourne, Appellant.
Cambridge.	The Queen *v.* The Guardians of the Poor of the Cambridge Union.

Saturday, June 6.

Durham.	The Queen *v.* The Durham Markets Co.
Surrey.	The Queen *v.* The Board of Works for St. Olave, Southwark.
Norwich.	The Queen on the Prosecution of Norwich Waterworks Co. Respondents, *v.* John B. Snowden and two Others, Appellants.
Middlesex.	The Queen on the Prosecution of the Vestrymen of St. Marylebone, Respondents, *v.* The Royal Medical and Chirurgical Society of London, Appellants.
Derbyshire.	The Queen *v.* William Wake
Portsmouth.	The Queen *v.* Alexander Stewart.
"	The Queen *v.* Edward Edwards.
"	The Queen *v.* John J. Lake.
"	The Queen *v.* Edward Stainsby.
"	The Queen *v.* Henry William Breton.
"	The Queen *v.* Thomas Foster.
Oxfordshire.	The Queen *v.* Richard Woods.
Cumberland.	The Queen on the Prosecution of John Bird, Respondent, *v.* P. Henry Howard, Appellant.
Glamorgan.	The Queen on the Prosecution of Cardiff Local Board of Health, Respondent, *v.* The Taff Vale Railway Company, Appellants.
"	The Queen on the Prosecution of the same *v.* The same.

SPECIAL PAPER.

Dem.	The London Dock Company *v.* Sinnott.
Sp. Case.	M'Turk, Executor, &c., *v.* The Local Board of Health in Kingston-upon-Hull.
Dem.	Elder *v.* Beaumont and Another.

This Court will, on Saturday the 13th, Monday the 15th, Tuesday the 16th, Wednesday the 17th, Tuesday the 23rd, Wednesday the 24th, Thursday the 25th, and Friday, the 26th days of June instant, hold Sittings, and will, at such Sittings, commence with the Country New Trials then pending in the New Trial Paper, after which the Court will proceed with the Special Paper; and, if there be any time remaining, the Crown Paper will then be taken.

☞The Court will also hold a Sitting on Saturday the 4th day of July next, for the purpose of giving judgments only.

Common Pleas.

NEW CASES.—TRINITY TERM, 1857.

DEMURRER PAPER.

Dem.	Kempton *v.* Theobald and Another.
Ca. by order.	Egerton and Ux. *v.* Massey and Others.
Dem. by order.	Sinnott *v.* The Board of Works for the Whitechapel District.
Dem. by order.	Burgess and Others *v.* The Wimbledon and Croydon Railway Company.

NEW TRIAL PAPER.

Middlesex.	Bennett and Others *v.* Herring and Others.

Exchequer of Pleas.

NEW CASE. — TRINITY TERM, 1857.

SPECIAL PAPER.

Dem. ..... Callenan *v.* Preeston.

Births, Marriages, and Deaths.

BIRTH.

FISHER—On May 29, at 43 Gloucester-pl., Portman-sq., the wife of William Richard Fisher, Esq., barrister-at-law, of a son.

MARRIAGES.

DAY—PAUL—On May 28, at Wigston, near Leicester, George Newton Day, Esq., of St. Ive's, Hunts, solicitor, to Elizabeth Mary, only daughter of Thomas Dennis Paul, Esq., of Stonygate, near Leicester.

M'COAN—JENKINS—On June 2, at All Souls, Langham-pl., James Carlisle M'Coan, Esq., of the Middle Temple, barrister-at-law, to Augusta Janet, the youngest daughter of Wm. Jenkins, Esq., of Elgin, J. P., and granddaughter of the late General Robertson, of Strowan, Perthshire.

TYNDALL—TYNDALL—On June 3, at the parish church, Clifton, by the Rev. Graham Tyndall, cousin of the bride, Charles Mahon Tyndall, Esq., barrister-at-law, to Louisa Miriam Sophia, eldest daughter of the late Edward Tyndall, Esq., Lieut. R.N.

DEATHS.

BOLLAND—On April 26, near Jerusalem, in the 33rd year of his age, the Rev. John Bolland, youngest son of the late Baron Bolland.

BROOMHEAD—On June 2, at Paradise-sq., Sheffield, Henry Broomhead, Esq., solicitor, in the 68th year of his age.

HOLMES—On May 28, at Bowden, near Manchester, Edward Holmes, Esq., M.A., of the Middle Temple, barrister-at-law, eldest son of the late T. R. Holmes, Esq., of Bury St. Edmunds.

MALYON—On May 28, at Montpelier-rd., Peckham-rye, in his 73rd year, Mr. James Malyon, forty years confidential clerk to the late Lord Chief Justice Tindal.

MILLER—On May 30, suddenly, at 17 Bedford-pl., Russell-sq., Jane Matilda, the wife of Mr. Serjeant Miller.

SMITH—On May 28, at his residence, 2 Gray's-inn-pl., in his 83rd year, Joseph Smith, Esq., barrister-at-law, F.R.S. and F.L.S., for upwards of fifty years an inhabitant of Gray's-inn.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ADAMS, MARY ANN, Maidenhead, Berks, spinster, £300 New 3 per Cents. —Claimed by MARY ANN ADAMS.

EDWARDS, WILLIAM, Ashbocking, Suffolk, gent., £300 New 3 per Cents. —Claimed by JOHN EDWARDS, GEORGE LORD EDWARDS, and CHARLES STANFORD, the executors.

FOXHALL, EDWARD MARTIN, South Audley-st., architect, ELIZABETH ANN FOXHALL, CATHERINE FOXHALL, and ELEONORA FOXHALL, all of Grove-end-pl., St. John's-wood-rd., spinsters, £315 : 15 : 9 Consols.—Claimed by EDWARD MARTIN FOXHALL, ELIZABETH ANN FOXHALL, and CATHERINE FOXHALL, the survivors.

GROVES, JOSEPH, Bishopsgate-st. Without, deceased, £200 New 3 per Cents.—Claimed by WALTER ANDERSON PEACOCK, SAMUEL GRIMSDELL, and JOSEPH GROVES, the persons named in the order of the Court of Chancery.

HARVEY, THOMAS, Westmoreland, Jamaica, planter, £441 : 13 : 10 New 3 per Cents.—Claimed by CHARLES BRAINE, sen., the administrator.

HUME, ANNE, Cheltenham, widow, £180 Consols.—Claimed by Rev. GEORGE HUME and Rev. JOHN SHULDHAM, acting executors.

IRELAND, ELIZABETH MARY, Owsden-hall, Newmarket, spinster, £50 Consols.—Claimed by ELIZABETH MARY JACKSON, wife of WELBY BROWNE JACKSON (formerly ELIZABETH MARY IRELAND, spinster.)

MATHISON, GILBERT FARQUHAR, Royal Mint, Esq., £50 New 3 per Cents. —Claimed by JASPER TAYLOR HALL, acting executor.

PEACHEY, Right Hon. JOHN, Newsells, Hertfordshire (afterwards Lord SELSEY), and BEESTON LONG, Bishopsgate-st., Esq., £833 : 6 : 8 Reduced.—Claimed by Rev. CHARLES MAITLAND LONG, administrator, as the attorney of SAMUEL LONG, sole executor of the Right Hon. CHARLES LORD FARNBOROUGH (formerly Sir CHARLES LONG, Knt.), surviving executor of BEESTON LONG, the survivor.

PERKINS, HENRY, Hanworth-park, Middlesex, Esq., £535 : 10 New 3 per Cents.—Claimed by FREDERICK PERKINS, ALGERNON PERKINS, and THOMAS FREDERICK MARSON, the acting executors.

POLYBLANK, WILLIAM, Truro, stationer, £100 Consols.—Claimed by MARY POLYBLANK, widow, sole executrix.

SYKES, MARY, Lansdown-vil., Cheltenham, widow, deceased, £400 New 3 per Cents.—Claimed by MARY ANN SYKES, spinster, sole executrix.

TANNER, ANNA MARIA, Seaton, Devonshire, widow, £98 : 2 : 1 Reduced.— Claimed by ANNA MARIA TANNER.

WILLIAMS, DAVID THEODORE, Dean-lodge, Edinburgh, Gent., RICHARD TWINING, jun., and SAMUEL HARVEY TWINING, Strand, bankers, £51 : 15 : 6 Consols.—Claimed by RICHARD TWINING, jun., and SAMUEL HARVEY TWINING.

WOODWARD, THOMAS CHARLES, Andover, Hants, surgeon, £187 : 7 : 5— Claimed by SOPHIA WOODWARD, widow, and Rev. GEORGE WATSON SMYTH, clerk, executors.

Heirs at Law and Next of Kin

Advertised for in the London Gazette *and elsewhere during the Week.*

EASTWOOD, EDWARD (who died in Sept., 1849), Gent., formerly of South-st., Toxteth-park, Liverpool, and afterwards of Upper Parliament-st., Liverpool. His next of kin or their legal personal representatives to come in and make out their claims on or before June 30, before James Winckworth Winstanley, Esq., District Registrar, 1 North John-st., Liverpool.

HILL, CHARLES DICKINSON, a lunatic, formerly residing at Redcliffe-parade, Bristol, and now at Hanham, Gloucestershire.—His heirs at law or next of kin to come in and prove their heirship or kindred on or before July 1, before the Masters in Lunacy, 45 Lincoln's-inn-fields. The said C. D. HILL is the only son of JOHN BARTLETT HILL, formerly of Redcliffe-parade and Hanham, by MARY, his wife, formerly MARY CRESWICKE, spinster, who were married on Nov. 30, 1797.

PARKINSON, MARY (who died in Nov., 1856), Widow, Liverpool, and ESTHER ELLIOT, late wife of THOMAS ELLIOT, Liverpool, deceased, which ESTHER ELLIOT died in May, 1847. Their heirs at law and next of kin, or their legal personal representatives, to come in and make out their claims on or before June 30, before James Winckworth Winstanley, Esq., District Registrar, 1 North John-st., Liverpool. MARY PARKINSON and ESTHER ELLIOT were the sisters of EDWARD EASTWOOD, formerly of South-st., Toxteth-park, Liverpool, and afterwards of Upper Parliament-st., Liverpool, Gent., who died in Sept., 1849.

WALL, EDWARD (formerly of Kilkenny, in Ireland, and afterwards of London).—His nephews and nieces who were living at the death of his widow, FRANCES WALL (who died on Dec. 15, 1842), or the legal personal representatives of such nephews and nieces who attained twenty-one years, or have since died, are to come in and prove their claims on or before July 10, at Master of the Rolls' Chambers. EDWARD WALL married FRANCES NOTT, and entered the service of Mr. THOMAS PHILIPPS, of Newington-pl., Surrey, as a Gardener, and subsequently resided in King-st., Walworth-com., until his death in May, 1819.

Money Market.

CITY, FRIDAY EVENING.

The English Funds have shown little variation during the present week. There has been a better feeling to-day than yesterday, and Consols have closed at ¼ per cent advance. Compared with this day week the price is about the same. The French Three per Cents have been variable. The result is a depression of about ¼ per cent. in the week. Other Foreign Securities have been heavy and generally depressed. The purchase of Exchequer Bills by the Government is discontinued, and those securities for the month of June are quoted at 3s. to 4s. discount. Uncertainty as to the intentions of the directors of the Bank of England regarding loans was dispelled on Tuesday by the announcement that they will make advances during the approaching shutting of Consols at 6½ per cent. These advances will be made upon Government securities of all kinds, and upon India bonds. This accommodation will be discontinued as soon as the books are re-opened. The receipts of bullion have been large. The Parana from Mexico and the West Indies alone brought £632,500, and the arrivals reported from Australia amount to more than an equal sum. On the other hand, it appears the Indus for China and the East Indies has taken all that could be prepared in time, amounting to about £700,000, and that orders for the next mail are equally extensive. The heavy payments of this week, including those incidental to the settlement at the Stock Exchange, which took place yesterday, have been well met, but not without evidence of an extensive demand for money on the part of speculators for the rise. Generally the demand for money has been remarkably active. From the Bank of England return for the week ending the 30th May, 1857, which we give below, it appears that the amount of notes in circulation is £19,077,475, being an increase of £45,995, and the stock of bullion in both departments is £10,032,402, showing an increase of £227,575 when compared with the previous return.

The arrivals of grain from abroad have been plentiful, and have checked the advance in price previously reported. Accounts from foreign corn markets show that stocks of grain are not large, and that prices are firm. Spain and Portugal are again requiring the importation of grain. The winter and spring demand ceased some time back. Within the last fortnight it has revived, but their harvest is soon coming. The excise statements for the first quarter of the present year have been issued, by which a considerable increase is shown in the quantities retained for home consumption of malt, paper, and spirits. Spanish wine and British spirits arrive in large quantities in France. The accounts from the vine-growing districts of France are more favourable than from those of Spain and Portugal, and hold out some expectation of relieving the people of France from the necessity of using the wine and spirits of other countries to replace the deficiencies in their own produce.

A return published by the Board of Trade of the declared value of British and Irish produce exported from the United Kingdom during the first quarter of the present year, gives the following view of the order in which some of our customers take rank. British possessions receive about £8,000,000 of our produce. The United States above £6,000,000. Germany, including Prussia and the Hanse Towns, nearly £2,700,000. France, about £1,600,000. Holland, £1,300,000. Brazil, nearly £1,300,000.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 30TH DAY OF MAY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,801,395	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,326,395
		Silver Bullion	...
	£23,801,395		£23,801,395

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,326,131
Rest	3,302,357	Other Securities	18,302,575
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	6,264,419	Notes	4,723,920
Other Deposits	9,225,549	Gold and Silver Coin	706,007
Seven day & other Bills	713,308		
	£34,058,633		£34,058,633

Dated the 4th day of June, 1857. M. MARSHALL, Chief Cashier.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	212 14	213½	212½	213½ 13	212 14	213
3 per Cent. Red. Ann.	92½ ¼	92⅝ ½	92⅝ ½ ⅝	92½ ⅝ ⅝	92½ ⅝	92⅝
3 per Cent. Cons. Ann.	93⅛ ¼ ⅜	94⅛	94⅛ 3⅛	93⅛	93⅛	94
New 3 per Cent. Ann.	92⅜ ⅛	92½ ⅛	92⅛ ⅜ ⅛	92½ ⅜ ⅛	92⅜ ⅛ ½	92⅝
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	2 7-16	2 7-16	...	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	18 1-16	18	...	...	18 1-16	18 1-16
India Stock	223	221	222 1	...	222	...
India Bonds (£1,000)	...	4s. dis.	...	...	4s. dis.	...
Do. (under £1,000)	...	4s. dis.	3s. dis.	...	...	4s. dis.
Exch. Bills (£1,000) Mar.	2s. pm.	2s. pm.	2s. pm.	2s. pm.	par	4s. pm.
——— June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	...	2s. pm.	2s. pm.	2s. pm.	...	...
——— June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	...	3s. pm.	2s. pm.	2s. pm.	par	1s. pm.
——— June	...	...	...	...	...	...
Exch. Bills Advertised	1s. pm.	par	2s. dis.	1s. pm.	par	6s. dis.
Exch. Bonds, 1858, 3½ per Cent.	...	98⅝	98⅝ ⅛	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	...	99	98⅝ ⅛	98⅛	98⅛	98⅝

Insurance Companies.

Equity and Law	5⅝
English and Scottish Law	4⅛
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5
London and Provincial	3
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	89½	...	...	...	90
Caledonian	73½	...	73	73 2⅝	73⅝ 1⅛	73⅝
Chester and Holyhead	...	...	36	36½	...	36⅝
East Anglian	...	...	...	...	18⅝	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	97⅝	...	97⅛	...
Edinburgh and Glasgow	60	...	...	...	...	...
Edin., Perth. & Dundee	33⅝	33½ ⅜	...	...	33½	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	97½ 7	...	97½ 7	97⅛	97	96⅝
Gt. South & West. (Ire.)	...	...	...	...	103⅛	...
Great Western	65⅝ ⅝ 6	65⅝ 6	65½ 5	64½ ⅝	64½ 3½	64⅝
Lancashire & Yorkshire	100	101½ ⅝	100½ ⅜	100⅝ ⅜	100⅝ ½	100½
Lon., Brighton, & S. Coast	111⅝	111⅝	111	111½ 11	...	111½
London & North Western	104½ ½	104½ ½	104⅝ ⅝	104⅝	104½ 4	104⅜
London and S. Western	99	99½ ⅝	99⅛ ⅝	99⅛ ½	99½ 100	100
Man., Shef., and Lincoln	42½	42½ ½	43 2⅛ ⅝	...	42½	42½
Midland	83½ ⅜	83⅝ ½	83⅝ ⅜ 4	83½ ⅜ ⅝	83⅝ ½	83¾
Norfolk	63	...	62½ 3	...	...	...
North British	43½	43½	...	...	43 2⅝	...
North Eastern (Berwick)	87⅝ ½	88½	88½ 9½	88½ 9½	88⅝ 9	89½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	...	30⅝ ½	31	30⅝ ½	...
Scottish Central	105	...	...	...	...	...
Scot. N.E. Aberdeen Stock	25½ 5	...	...	...	...	25
Shropshire Union	49½	...	...	...	...	50
South-Eastern	...	74½ ⅝	74⅝	...	...	...
South-Wales	...	88	...	87½ ½ ⅜	...	...

London Gazettes.

MEMBER OF PARLIAMENT.

Friday, *June* 5, 1857.

Borough of Reading.—Henry Singer Keating, Esq., her Majesty's Solicitor-General.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

Tuesday, *June* 2, 1857.

Fear, Ezekiel Evans, Sherborne, Dorset.—*May* 9.

Friday, *June* 5, 1857.

Wates, Edward, Gravesend, Kent.—*May* 18.

COMMISSIONERS TO TAKE ACKNOWLEDGMENTS OF MARRIED WOMEN.

Tuesday, *June* 2, 1857.

Ascroft, William, Oldham, Lancashire.—*May* 28.

Corser, George Sandford, Shrewsbury.—*May* 29.

Delmar, James Frederick, Stratton, Cornwall.—*May* 26.

Fear, Ezekiel Evans, Sherborne, Dorset.—*May* 26.

Haymes, Arthur, Leamington Priors, Warwickshire.—*May* 29.

Selby, Francis Thomas, Spalding, Lincolnshire.—*May* 28.

Thomson, William Henry, Birmingham.—*May* 22.

Tweed, Frederick William, Horncastle, Lincolnshire.—*May* 28.

Ward, John, New Elvet, Durham.—*May* 26.

Weall, Robert, Chesterfield, Derbyshire.—*May* 22.

Friday, *June* 5, 1857.

Brittan, William, Bristol; for the city of Bristol and county of Somerset.—*May* 22.

Cockerell, William, Cambridge; for the county of Cambridge.—*May* 22.

Cook, Robert, Bath; for the city of Bath and county of Somerset.—*May* 22.

Evans, Edward, Chester; for the city and county of Chester.—*May* 26.

Grover, Charles Ehret, Hemel Hempsted, Herts; for the county of Herts.—*May* 28.

Bankrupts.

Tuesday, *June* 2, 1857.

Betts, John, Grocer, 16 West-st., Bristol. June 16 and July 20, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Heaven, Bristol. *Pet.* May 29.

Budden, Charles, Tailor, Basingstoke, Southampton. June 15, at 2. and July 22, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Johnson, Weatherall, & Sons, Temple; or Lamb, Brooks, Sons, & Challis, Basingstoke. *Pet.* May 30.

Buggins, John Joseph, Silver Plater, Birmingham (trading there with Joseph Wilson). June 15 and July 6, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sol.* Harding, Birmingham. *Pet.* May 29.

Chadwick, Benjamin, Chronometer and Watchmaker, Liverpool. June 11 and July 3, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Evans & Son, Liverpool. *Pet.* May 29.

Evans, John, Bleacher, Spring Vale Works, Whitefield, Lancashire. June 18 and July 9, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Partington, Town-hall-bldgs., Manchester. *Pet.* May 27.

Glinister, George William, 1 Spring-garden-pl., Stepney, & William Joseph Glinister, 7 Green-st., Stepney, Grocers. June 11, at 11, and July 9, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Dewy, 64 Mark-la. *Pet.* May 29.

Greenwood, Thomas, & Samuel King, Builders, Cannon-st. and St. Aubyn-st., Devonport. June 22 and Aug. 3, at 1; Plymouth. *Com.* Bere. *Off. Ass.* Hirtzell. *Sols.* Edmonds & Sons, Plymouth; or Stogden, Exeter. *Pet.* May 25.

Hale, George Matthew, Cardiff, Glamorganshire, formerly of St. Arvans, Monmouthshire, Victualler. June 15 and July 13, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* King, Bristol. *Pet.* May 28.

Lowden, John, & William Lowden, Shipowners, 13 Coleshill-st., Pimlico. June 15, at 1.30, and July 20, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Meredith, Lucas, & Thornton, 8 New-sq., Lincoln's-inn; or Harris, Bristol. *Pet.* May 16.

Myers, Lewis Henry. Second meeting, July 9 (instead of July 6, as advertised in *Gazette* of May 29).

Noble, Robert, Dentist, Whitby, Yorkshire. June 15, at 12, and July 13, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Anderson, York; or Blackburn, Leeds. *Pet.* June 1.

Starling, George Durrant, Grocer, Ormesby, Norfolk. June 16, at 1, and July 14, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury; or Miller, Son, & Bugg, Norwich. *Pet.* May 19.

Walburn, Richard, Grocer, Howdon, Crook, Durham. June 12 and July 10, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Harle, Bush, & Co., 20 Southampton-bldgs., Chancery-la., London; or 2 Butcher-bank, Newcastle-upon-Tyne. *Pet.* May 28.

Whieldon, George, jun., Brickmaker, Wyke-house, Wincanton, Gillingham, Dorset. June 20, at 12, and July 15, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Colombine, 79 Basinghall-st. *Pet.* April 15.

Woods, James, Tailor, 23 Conduit-st., Hanover-sq. June 11, at 12, and July 9, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Towne & Dubois, 27 Broad-st.-bldgs. *Pet.* May 30.

Friday, *June* 5, 1857.

Goodered, John Frederick, Wine Merchant, 222 Piccadilly. June 18 and July 17, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Lewis, 1 Albany-ct.-yd., Piccadilly. *Pet.* May 29.

Grottick, Samuel, Hatter, 188 Blackfriars-rd. June 17, at 1, and July 15, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Norton, Son, & Elam, New-st., Bishopsgate. *Pet.* May 23.

Hoggins, James (James Hoggins & Son), Auctioneer, 163 Strand, and Strand-la. June 19 and July 21, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Stopher. 52 Cheapside. *Pet.* May 22.

Knowsley, Charles, Draper, 179 Fore-st., Exeter. June 18 and July 16, at 1; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Friend, Post-office Chambers, Exeter. *Pet.* June 1.

Shaw, James, Grocer, Southover, Lewes, Sussex. June 22, at 11, and July 20, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Crowdy, 17 Serjeants-inn, Fleet-st. *Pet.* May 20.

BANKRUPTCY ANNULLED.

Friday, *June* 5, 1857.

Meyrick, David, Bootmaker, Bute-st., Cardiff, Glamorganshire. June 1.

MEETINGS.

Tuesday, *June* 2, 1857.

Baker, William, Clockmaker, 38 and 39 Birchall-st., Birmingham. June 26, at 11.30; Birmingham. *Com.* Balguy. *Div.*

Balfour, Buchanan, late of St. Mary-axe, Leadenhall-st., now of Pinner's-hall-ct., Broad-st., Underwriter. June 23, at 12; Basinghall-st. *Com.* Evans. *Div.*

Bunting, Horatio, Seedsman, Colchester. June 23, at 11.30; Basinghall-st. *Com.* Fonblanque. *Div.*

Callaway, Benjamin, Builder, Southsea, Southampton. June 23, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

Choat, James, late of 14 Bishopsgate-st., afterwards of 6 Albert-rd., Dalston, Tailor. June 23, at 11; Basinghall-st. *Com.* Evans. *Div.*

Copland, Charles, & William George Barnes, Provision Merchants, Botolph-la., London; and of Oriental-pl., Southampton. June 24, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

Dangerfield, John, sen., Builder, Kirtley, otherwise Kirkley, Suffolk. June 23, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

Goddard, Edmund, Provision Dealer, 103 London-wall, 3 Old Jewry, 161 Fenchurch-st., and 17 Aldgate. June 22, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

Holden, John, Money Scrivener, Liverpool. June 23, at 11; Liverpool *Com.* Perry. *Div.*

MARTYN, HENRY, Woollen Warehouseman, 170 Bishopsgate-st. Without. June 25, at 12.30; Basinghall-st. *Com.* Goulburn. *Div.*

MEDWIN, THOMAS CHARLES, & CRESSWELL HALL, Engineers, 92 Blackfriars-rd. June 23, at 1.30; Basinghall-st. *Com.* Fonblanque. *Div.*

MONROE, WILLIAM HORACE, Pawnbroker, Boston, Lincolnshire. July 7, at 10.30; Nottingham. *Com.* Balguy. *Div.*

OLIVER, ANN, Widow, Grocer, Walkington, Yorkshire. June 24, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

PARRY, WILLIAM, Tailor, Newtown, Montgomeryshire. June 24, at 11; Liverpool. *Com.* Perry. *Div.*

SPILSBURY, GEORGE, Builder, Wolverhampton, Staffordshire. June 26, at 11.30; Birmingham. *Com.* Balguy. *Div.*

STRANGE, WILLIAM COPELAND, Bricklayer, Henley-on-Thames, Oxfordshire. June 23, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from March 17) *Div.*

SUCKLING, JOSEPH, jun., Hop and Provision Dealer, Birmingham. June 26, at 11.30; Birmingham. *Com.* Balguy. *Div.*

WARD, BARTHOLOMEW, Stationer, 71 High-st., Southwark, and 37 St. James-pl., New-cross. June 25, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

WATERSON, JOHN PATERSON, Builder, 3 Alexander-ter., Westbourne-park-rd., Paddington. June 24, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

WILLIAMS, WILLIAM, WILLIAM WILLIAMS, jun., & THOMAS ROBERT WILLIAMS, Bankers, Newport, Monmouthshire. June 25, at 11; Bristol. *Com.* Hill. *Final Div.*

WOOD, ALFRED CHARLES, Linendraper, Pershore, Worcestershire. July 3, at 11.30; Birmingham. *Com.* Balguy. *Div.*

WRIGHT, GEORGE SLEDDALL, & JOHN WRIGHT, Brewers, Liverpool. June 24, at 11; Liverpool. *Com.* Perry. *Div.* joint est.

YOUNGE, EDWARD, Stationer, Holt, Norfolk. June 23, at 1.30; Basinghall-st. *Com.* Fonblanque. *Div.*

FRIDAY, *June* 5, 1857.

BARLOW, JAMES, Paperhanger, Bolton-le-Moors, Lancashire. June 19, at 1; Manchester. *Com.* Skirrow. *Div.*

BASSNETT, JAMES, & THOMAS BASSNETT, Opticians, Liverpool. June 29, at 11; Liverpool. *Com.* Perry. *Div.* sep. est. of J. Bassnett; and June 30, at 11, *Div.* joint est.

BAYLEY, FRANCIS LLOYD, & SAMUEL MILNER BARTON, Smallware Manufacturers, Manchester. June 19, at 12; Manchester. *Com.* Skirrow. *Fur. Div.*

FENNER, JOHN PREBBLE, Leather Factor, New Leather Warehouses, Surrey, and Bishopsgate-st. June 26, at 12; Basinghall-st. *Com.* Evans. *Div.*

GARNETT, HENRY, Stationer, 34 and 35 Strond-st., Dover. June 26, at 11; Basinghall-st. *Com.* Holroyd. *Div.*

GIBBON, WILLIAM, Grocer, Spennymoor, Durham. June 17, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from May 26.) *Last Ex.*

GREEN, LEWIS, Grocer, Cranbrook, Kent. June 30, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

HARGREAVES, CHARLES, & MICHAEL HARGREAVES, Whitesmiths, Bradford, Yorkshire. June 26, at 11; Leeds. *Com.* West. *Div.*

HUGHESDON, JOSEPH, & ALEXANDER MACKAY (Hughesdon, Brothers), Merchants, Chundernagore, East Indies. June 26, at 2; Basinghall-st. *Com.* Fane. *Div.*

HUMPHREYS, GEORGE JOHN, Underwriter, Crown-ct., Old Broad-st. June 19, at 2, Basinghall-st. *Com.* Fane. *Last Ex.*; and June 26, at 2, *Div.*

LOWE, JOHN, Slate Merchant, Salford, Lancashire, June 26, at 12; Manchester. *Com.* Skirrow. *Div.*

PARSONS, ISAAC, Printer, High-st., Rye, Sussex. June 26, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

PETO, JOHN, & JOHN BRYAN, Army Contractors, 8 and 9 Dacre-st., Westminster, and of Liverpool, and Willow-walk, Bermondsey, June 26, at 12; Basinghall-st. *Com.* Fane. *Div.*

REDMAN, ROBERT, & EDWARD REDMAN, Wharfingers, 36 Mark-la. June 29, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

RENNISON, FRANK (F. Rennison & Co.), Merchant Warehouseman, 21 Milk-st., Cheapside; also School Master, 8 Matson-ter., Kingsland-rd. June 16, at 3; Basinghall-st. *Com.* Fonblanque. (*By adj.* from June 2) *Last Ex.*

ROCHEFORT, LOUIS, Importer of Foreign Goods, 17 Broad-st.-bldgs. June 16, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Feb. 11) *Last Ex.*

RODGERS, EDWIN (E. & J. F. Rodgers), Grocer, Walsall, Staffordshire. June 15, at 10.30; Birmingham. *Com.* Balguy. *Choice of Ass.*

RUSSELL, THOMAS, Master of Arts and Schoolmaster, late of Osney House, Oxford, now of 17 Peter's-hill, Doctors'-commons. June 16, at 11; Basinghall-st. (*By adj.* from June 2) *Last Ex.*

SMITH, EDWARD, Baker, Isleworth, Middlesex. June 26, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *June* 2, 1857.

ADAMS, WILLIAM, Miller, Huntingdon. June 23, at 1; Basinghall-st.

BEALE, FREDERICK GEORGE, Bill Broker, Gloucester. June 30, at 11; Bristol.

CAULTON, GEORGE, Common Brewer, Radford, Notts. July 7, at 10.30; Nottingham.

GRIFFITHS, THOMAS HENRY, Coal Dealer, Lowesmoor, Worcester. July 9, at 10; Birmingham.

GUY, PHILEMON, Builder, 23 St. James's-rd., Holloway. June 25, at 12.30; Basinghall-st.

HALL, CHRISTOPHER (C. Hall & Co.), East India Merchant, 3 Sun-ct., Cornhill. June 25, at 12; Basinghall-st.

HIGGINS, CHARLES, Brewer, Bridge-st., Salisbury. June 23, at 11; Basinghall-st.

HURDY, JOSEPH, Miller, Nottingham. July 7, at 10.30; Nottingham.

LONG, JAMES, Rag Merchant, Kent-st., Portsea, Southampton. June 26, at 11; Basinghall-st.

LOW, MAXIMILIAN, Merchant, 40 Broad-st.-bldgs. June 19 (and not 13th, as advertised in *Gazette* of May 29), at 11; Basinghall-st.

TREVETHICK, WILLIAM, Timber Merchant, Lincoln. June 24, at 12; Kingston-upon-Hull.

FRIDAY, *June* 5.

CLARKE, ELIZABETH, Potter, Newport, Monmouthshire. June 30, at 11; Bristol.

DALTON, LEONARD, Stone Merchant, Canal-bridge, Old Kent-rd. June 26, at 12; Basinghall-st.

EMMERSON, JOHN, Licensed Victualler, East India Coffee House, 225 High-st., Poplar, and the Green-gate, Plaistow, Essex. June 26, at 1.30; Basinghall-st.

HANSON, JOHN, & JAMES WALKER, Coach Builders, Sheffield. June 27, at 10; Sheffield.

MOSLIN, THOMAS, Carpenter, 8 Cobourg-pl., Old Kent-rd. June 26, at 12; Basinghall-st.

RICHARDS, THOMAS, Draper, Aberystwith, Cardiganshire.] [July 7, at 11; Bristol.

SMITH, JOSEPH, Dealer in Iron, 28 and 29, Broad-st., Lambeth. June 27, at 11.30; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *June* 2, 1857.

COWELL, GEORGE, Innkeeper, Claypath, Durham. March 13, 3rd class; subject to suspension till May 13 last.

CREASY, LIONEL, & JOHN JACKSON CREASY, Butchers, Turnham Green. May 27, 3rd class.

CURTIS, WILLIAM TURING, Merchant, 17 Gt. St. Helens. May 20, 2nd class.

DONALD, JAMES, & JOHN LOCKHART DONALD, Watchmakers, Newcastle-upon-Tyne. May 28, 3rd class, to J. L. Donald, subject to suspension until Aug. 31.

FOSCOLO, PETER GEORGE (P. G. Foscolo & Co.), Corn Merchant, 3 Dunster-ct., Mincing-la. May 28, 2nd class.

GLOVER, JAMES, Dealer in Wines and Spirits, Swan, Thames Ditton, and late of Blue Posts Tavern, Haymarket. May 20, 3rd class.

KENNARD, JOHN, Ironmonger, 32 Little Queen-st., Holborn. May 26, 2nd class.

LANE, THOMAS, Japanner, Birmingham, now residing at Wilton Lodge, New-rd., Hammersmith. May 28, 3rd class.

MEDWIN, THOMAS CHARLES, & CRESSWELL HALL, Engineers, Blackfriars-rd. May 27, 2nd class to each.

SMITH, JAMES, Marine Store Dealer, Walsall, Staffordshire. May 28, 2nd class.

SMITH, THOMAS, Licensed Victualler, Nottingham. May 26, 2nd class.

TIMMIS, JOHN, Timber Merchant, Lilleshall, Salop. May 28, 3rd class.

VANDERPANT, HENRY CRESSY, Dentist, 16 Maddox-st., Bond-st. May 25, 2nd class.

WOODHOUSE, SAMUEL BENTLEY, Dealer in General Hosiery, Leicester. May 26, 3rd class.

FRIDAY, *June* 5, 1857.

HUDSON, THOMAS, Shipbroker, Liverpool. May 25, 2nd class.

TAYLOR, JAMES (Eccles, Nuttall, & Co.), Cottonspinner, Bottoms Hall Mill, Tottington Lower End, Lancashire. May 29, 3rd class.

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. May 29, 1st class.

DIVIDENDS.

TUESDAY, *June* 2, 1857.

ARLISS, JOHN, Carrier, Plymouth. First, 2*s.* 6*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

CARPENTER, RICHARD, Licensed Victualler, Museum-st., Bloomsbury. First, 5*s.* 1*d.* *Lee*, 20 Aldermanbury; next two Wednesdays, 11 and 2.

COOPER, EDWARD DEACON, Grocer, Bawdsey, Woodbridge, Suffolk. First, 1½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 and 3.

COOPER, REUBEN, Grocer, Oldham. Second, 2½*d.*; First, 3*s.* on new proofs. *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 and 1.

DAVIES, FREDERICK READ, Auctioneer, 42 Union-st., Plymouth. First, 3*s.* 3*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

FAWCETT, WILLIAM, Carpet Manufacturer, Kidderminster. First, 1*s.* 1½*d.* *Harris*, Middle Pavement, Nottingham; any Thursday, 11 and 3.

GODDARD, EDMUND, Provision Dealer, 103 London-wall. First, 6*s.* 8*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

GOSLING, GEORGE, Builder, Sidmouth, Devon. First, 2*s.* 8*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

GREEN, JAMES, Coal Merchant, Long Buckby, Northamptonshire. First, 3*s.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

GRIBBLE, RICHARD, Carpenter, Pilton, Devon. First, 5*s.* 1½*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

HARVEY, JOHN LAWRENCE, Draper, 50 Chichester-pl., King's-cross. First, 2*s.* 11*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

HEATHFIELD, WILLIAM EAMES, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. First, 4*s.* *Edwards*, 1 Sambrook-ct., Basinghall-st; next three Wednesdays, 11 and 2.

JEWITT, THEODORE, & EDMUND MICKLEWOOD, Stationers and Booksellers, George-st., Plymouth. Fur. Div. 2½*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

JONES, JOHN. Second, 3½*d.* *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 and 2.

KELLAND, PHILIP, Miller, Bampton, Devon. First, 1*s.* 10*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

LAWFORD, WILLIAM, Oil-crusher, Liverpool. First, 2*s.* 4*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 and 2.

PARKER, ALEXANDER SMITH, Draper, 9 Buckland-st., Plymouth. First, 2*s.* 6*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

PEARSON, LEVI, Wholesale Grocer, Rochdale. First, 4*s.* 6½*d.* *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 and 1.

PEIRSON, SAMUEL, Ironmonger, 1 Sun-st., Bishopsgate-st. Without. Second, 4½*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; next three Wednesdays, 11 and 2.

RENNISON, FRANK, Merchant, 21 Milk-st., Cheapside; also Schoolmaster, 8 Matson-ter., Kingsland-rd. First, 2*s.* 6*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

SHERRATT, WILLIAM. Second, 2*s.* 2½*d.* *Morgan*, 10 Cook-st., Liverpool; June 3, 11 and 2.

SLOCOMBE, RICHARD, Farmer, Kentisbury, Devon. First, 1*s.* 2½*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

WHITAKER, JOHN, Cotton Manufacturer, Bridge End, Newchurch, Rossendale. First, 9¾*d.* *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 and 1.

WILSON, JAMES, Tailor, 17 Princes-st., Hanover-sq. Second, 1*s.* 0½*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

WOOLLETT, WILLIAM HENRY, Ship and Insurance Agent, Lime-st.-sq. First, 8s. 9d. sep. est. *Edwards*, 1 Sambrook-ct., Basinghall-st.; next three Wednesdays, 11 and 2.

FRIDAY, *June* 5, 1857.

BARDGETT, WILLIAM, Merchant, 53 Old Broad-st. (trading with Lesley Alexander). Third, 8½d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

BUTT, THOMAS, Ironmonger, Littlehampton, Sussex. First, 6s. *Cannan*, 18 Aldermanbury; any Monday, 11 & 3.

DANFORD, SAMUEL, Scrivener, Battersea-fields, and George-yard, Lombard-st. Second, 2s. 6d. *Pennell*, 3 Guildhall-chambers, Basinghall-st; any Tuesday, 11 & 2.

DAWSON, JOHN RICHARD, Hotel Keeper, West Cowes, Isle of Wight. First, 1s. 9d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

HALL, JOHN PARKER, jun. Second, 1½d. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 & 2.

HARROLD, ALFRED HENRY, Druggist, Frome. Div. 8s. 3d. *Miller*, 19 Saint Augustine's-parade, Bristol; any Wednesday, 11 & 1.

PERRIN, FRANCIS, Dealer in Foreign Woods, Cleveland-st., Fitzroy-sq. First, 5s. 6d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 & 2.

REDMAN, EDWARD, Wharfinger, 36 Mark-la. (trading with Robert Redman). First and final, 20s. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

RILEY, WHITAKER, Calico Printer, Manchester. First, 5s. 3½d. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 and 1.

SAMUEL, LYON, Jeweller, Bury-st., St. Mary-axe (First Flat). Third, 1½d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

SKINNER, WILLIAM, Outfitter, Bristol. Div. 2s. 9d. *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 and 1.

TAPLING, GEORGE, Carpet Warehouseman, 110 Wood-st. Third, 1d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

TINGEY, WILLIAM, Warehouseman, 194 Tottenham-ct.-rd. First, 1s. 10d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

WOODS, SAMUEL, Builder, Weybridge. First, 8d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

Professional Partnerships Dissolved.

FRIDAY, *June* 5, 1857.

PONTIFEX, JOHN, & NATHANIEL CRANCH MOGINIE, 5 St. Andrew's-ct., Holborn; by mutual consent. April 9.

SEWELL, ISAAC, JOHN FOX, & HENRY SEWELL, Attorneys and Solicitors, Gresham House, Old Broad-street; by mutual consent, as regards H. Sewell. May 30.

Assignments for Benefit of Creditors.

TUESDAY, *June* 2, 1857.

BALKWILL, JOHN, Boot and Shoe Maker, Exeter. May 11. *Trustee*, H. Branscombe, Leather Merchant, Bristol. *Sol.* Griffiths Trenerry, 1 Nicholas-st., Bristol.

BROWN, JAMES, Stock and Share Broker, Crown-ct., Threadneedle-st., and Forest-hill, Sydenham. May 2. *Trustees*, E. Howat, Merchant, Dumfries; C. Lloyd, Esq., Euston-sq. *Sol.* Clarke, 14 Serjeants'-inn, Fleet-st.

FAWCETT, JOHN, Chemist and Druggist, Gateshead, Durham. May 6. *Trustees*, J. Ismay, Chemist and Druggist, Newcastle-upon-Tyne (Daglish & Ismay); G. Dodds, Drug Grinder, Newcastle-upon-Tyne. *Sol.* Scaife, Royal-arcade, Newcastle-upon-Tyne.

HEDGELY, HENRY, Dealer in Lamps, 32 New-rd., Brighton. May 26. *Trustees*, G. Hall, Upholsterer, Brighton; E. S. Harding, Upholsterer, Brighton. *Sols.* Woods & Dempster, 64 Ship-st., Brighton.

HISSEY, THOMAS, Clothier, Cirencester, Gloucestershire. May 4. *Trustees*, R. Garland, Warehouseman, Wood-st.; T. Ford, Warehouseman, King-st. *Sol.* Drake, 38 Walbrook.

MASON, JOHN, Builder, Exeter. May 19. *Trustees*, J. Follett, Timber Merchant, Exeter; W. Tompson, Accountant, Exeter. *Sol.* Stogdon, Exeter.

MILNES, ISAAC, & JOHN TAYLOR, Worsted Spinners, Bradford, Yorkshire. *Trustees*, T. Buck, Gent., Bradford; J. Turner, Commission Agent, Bradford; H. Brown, Top Manufacturer, Halifax. *Sols.* Wavell, Philbrick, & Foster, 14 George-st., Halifax.

OUSTON, DAVID, Grocer, Kingston-upon-Hull. May 18. *Trustees*, C. Townsend, Wholesale Tea Dealer, Derby; J. Mason, Wholesale Tea Dealer, Kingston-upon-Hull. *Sol.* Champney, jun., 6 Parliament-st., Kingston-upon-Hull.

SCOTT, JOHN, Tailor, Grainger-st., Newcastle-upon-Tyne. May 25. *Trustees*, A. M'Cree, Merchant; S. H. Farrer, Woollen Draper, both of Newcastle-upon-Tyne. *Sol.* Armstrong, 60 Dean-st., Newcastle-upon-Tyne.

WRIGHT, JAMES, Tallyman, Plymouth. May 11. *Trustee*, S. Randle, Warehouseman, Plymouth. *Sols.* Ashurst, Sqn, & Morris, 6 Old Jewry

FRIDAY, *June* 5, 1857.

ASHDOWN, WILLIAM, & EDWARD FREEMAN FORWOOD, Stationers, 24 Burgate-st. and 73½ Northgate-st., Canterbury. May 7. *Trustee*, J. Barry, Wholesale Stationer, Queenhithe, London. *Sols.* Tucker, Greville, & Tucker, 28 St. Swithin's-la.

BAILEY, BENJAMIN, Grocer and Provision Dealer, Bilston. May 30. *Trustees*, T. S. Hatton, W. Hatton, and W. H. Caddick, Millers, Wednesbury. *Sol.* Bayley, Wednesbury, Staffordshire.

BARNES, STEPHEN, Tailor, Birmingham, May 8. *Trustees*, T. Jones, Woollendraper, Vigo-st., Middlesex; G. T. Rice, Woollendraper, Marylebone-st., Middlesex. *Sol.* Richards, 16 Warwick-st., Regent-st.

FLAGG, HENRY, Victualler, 7 New Compton-st., Middlesex, and WILLIAM GEORGE ROSE (Flag & Rose). Tailor, 38 Holborn-hill. May 28. *Trustees*, J. T. Powell, Woollen Warehouseman, 13 Newgate-st.; T. Russell, 84, Martin's-la.; W. Daniels, Woollen Warehouseman, King-st., Cheapside. *Sol.* Brook 1 New-inn, Strand.

HARKESS, WILLIAM, Shipbuilder, Monkwearmouth-shore, Durham. May 9. *Trustees*, J. Spence, Timber Merahant, Sunderland; W. Simson, Timber Merchant, Sunderland; W. Banks, Timber Merchant, York. *Sols.* A. J. & W. Moore, Sunderland.

MANTTAN, WILLIAM, Grocer, Warwick. May 29. *Trustees*, J. Kemp, W. Taylor, G. H. Cowley, Grocers, all of Warwick; and T. Ransford, Grocer, Coventry. *Sol.* Snape, High-st., Warwick.

PAGE, EDWARD, Cornchandler, Ware, Herts. May 23. *Trustees*, W. Hudson, Maltster, Ware; F. Parrott, Butcher, Ware. *Sol.* Sworder, Hertford.

POLLETT, HENRY, Wine Merchant, Broxbourne, Herts. May 22. *Trustee*, C. Cheffins, Auctioneer, Hoddesdon. *Sol.* Sworder, Hertford.

WRIGHT, ROBERT, Shoemaker, Leeds. May 27. *Trustees*, S. Watson, Currier, Leeds; J. Armistead, Cloth Merchant, Leeds. *Sols.* Butler & Smith, 4 Park-row, Leeds.

TOMLINSON, PETER, Draper, Gee-cross, Cheshire. May 19. *Trustees*, M. N. Welch, Provision Merchant, Manchester; S. S. Bowers, Corn Factor, Manchester. Indenture lies at offices of Caster & Co., Accountants, 14 St. Ann's-sq., Manchester.

Creditors under Estates in Chancery.

TUESDAY, *June* 2, 1857.

COLLINSON, MARY ANN (who died in Aug., 1849), Widow, Putney, Surrey. Creditors to come in and prove their debts on or before June 15, at V. C. Wood's Chambers.

CROFT, MARGARET (who died in Nov., 1854), Widow, Liverpool. Creditors to come in and prove their debts or claims on or before June 29, at office of Registrar for Liverpool District, 1 North John-st., Liverpool.

ILBERY, GEORGE (who died in May, 1852), Porter, Reading, Berks. Creditors to come in and prove their debts on or before June 19, at V.C. Wood's Chambers.

LANCASTER, FREDERICK (who died in July, 1856), Builder, 144 High-st., Wapping. Creditors to come in and prove their debts on or before June 22, at Master of the Rolls' Chambers.

M'WHINNEY, THOMAS (who died in Aug, 1852), Merchant, some time of Kingston, Jamaica, late of Liverpool. Creditors to come in and prove their debts at Master of the Rolls' Chambers—creditors residing in England, on or before June 25; and creditors residing elsewhere, on or before Oct 28.

PARROTT, ELIZABETH (who died on Oct. 16, 1844), Widow, Richmond, Surrey. Creditors to come in and prove their debts or claims on or before June 22, at Master of the Rolls' Chambers.

SHAW, THOMAS (who died in Dec., 1856), Boiler Maker, Burnley, Lancashire. Creditors to come in and prove their debts on or before June 25, at V. C. Kindersley's Chambers.

FRIDAY, *June* 5, 1857.

CAMPBELL, THOMAS CARINGTON (a person of unsound mind), Solicitor, late of 14 Earl's-ter., Kensington, and 35 Lincoln's-inn-fields, and formerly of 21 Essex-st., Strand. Creditors to come in and prove their debts on or before July 1, before the Masters in Lunacy, at 45 Lincoln's-inn-fields.

COLSHED, PHILIP (who died in Dec., 1819), Victualler, Liverpool. Creditors to come in and prove their debts or claims on or before June 30, at District Registrar's Office, North John-st., Liverpool.

EASTWOOD, EDWARD (who died in Sept., 1849), Gent., formerly of South-st., Toxteth-pk., Liverpool, and afterwards of Upper Parliament-st., Liverpool. Creditors to come in and prove their debts or claims on or before June 30, at District Registrar's Office, 1 North John-st., Liverpool.

FENN, WILLIAM HUGH (who died in March, 1857), Mecklenburgh-sq. Creditors to come in and prove their debts on or before June 25, at V. C. Stuart's Chambers.

HUTTON, THOMAS (who died in Nov., 1856), Wine Merchant, 4 Dalbyter., Islington. Creditors to come in and prove their debts or claims on or before June 17, at V. C. Stuart's Chambers.

OULDS, JOSEPH (who died in March, 1857), Oil and Colourman, Henry-st., Hampstead-rd., St. Pancras. Creditors to come in and prove their debts on or before July 10, at V. C. Kindersley's Chambers.

WILLIAMS, THOMAS (who died in Nov., 1836), Licensed Victualler, Sparling-st., Liverpool. Creditors to come in and prove their debts or claims on or before June 30, at the District Registrar's Office, 1 North John-st., Liverpool.

Winding-up of Joint Stock Companies.

TUESDAY, *June* 2, 1857.

COSMOPOLITAN LIFE ASSURANCE COMPANY.—The Master of the Rolls purposes, on June 8, at noon, at his chambers, to make a call on all the contributories for £1 per share.

HULL AND LONDON LIFE ASSURANCE COMPANY.—The Master of the Rolls will proceed, on June 19, at 12, at his chambers, to settle the list of contributories of this company.

NEW DELABOLE SLATE QUARRY COMPANY.—A petition for the winding-up of this company was, on May 22, presented by John Turner Pearse and Frederick Andrew Payne, which will be heard before V. C. Kindersley, on June 5. Bell, Steward, & Lloyd, 49 Lincoln's-inn-fields, Agents for Gurney and Lethbridge Cowlard, Launceston, Cornwall, Sols. for petitioners.

FRIDAY, *June* 5, 1857.

BOSWORTHON MINING COMPANY.—The Master of the Rolls has appointed Robert Palmer Harding, 5 Serle-st., Lincoln's-inn, to be the Official Manager of this Company.

Scotch Sequestrations.

TUESDAY, *June* 2, 1857.

RALSTON, JAMES, Ironmonger, Cowcaddens-st., Glasgow. June 5, at 2, Faculty-hall, St. George's-pl., Glasgow. *Seq.* May 28.

ROBERTSON, JAMES CURLE, & JOHN CURLE ROBERTSON, Tea Merchants, Glasgow. June 8, at 1, Faculty-hall, St. George's-pl., Glasgow. *Seq.* May 28.

SHAW, ANGUS, Glass and China Merchant, Cowcaddens, Glasgow. June 5, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* May 27.

FRIDAY, *June* 5, 1857.

BROWN, JOHN, Merchant, Buchanan-st., Glasgow. June 11, at 12, Faculty-hall, St. George's-pl. Glasgow. *Seq.* June 1.

M'CORKINDALE, WILLIAM, Wine Merchant, Rothesay, and a partner of firm of Robertson & Co., Tea and Coffee Merchants, Manchester. June 13, at 1, Bute Arms Hotel, Rothesay. *Seq.* May 28.

MILLER, GEORGE, Woollen Manufacturer, Boll Mill, Alva. June 9, at 12, Royal Hotel, Stirling. *Seq.* May 29.

SKEEN, PETER, Architect, Crieff. June 13, at 12, Drummond Arms Hotel, Crieff. *Seq.* June 2.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, JUNE 13, 1857.

ENGLISH TESTATORS ABROAD.

Sir Fitzroy Kelly has obtained leave to introduce a Bill for the purpose of giving validity to the wills of British subjects resident abroad. The present state of the law leads so often to the frustration of the indisputable intentions of testators, that some sort of remedy seems desirable, if it lies within the compass of English legislation to provide one. It is easy to collect instances showing how hardly the rules of law may operate. Sir Fitzroy Kelly mentioned the case of an Irish gentleman who in the year 1827 was residing in Portugal, and who, in order to protect his property there, had become naturalised. He died, leaving property both in Portugal and in Ireland. With regard to the property in Portugal, he had executed a will according to the forms of the Portuguese law; and, in order to dispose of his personalty in Ireland, he executed, under the direction of an English solicitor, a second will in strict conformity with English law. A prudent man could scarcely have done more; and yet the second will was clearly invalid. The testator had acquired a Portuguese domicil, which he retained to the time of his death. He could, therefore, make no will except in accordance with the law prevailing in the place of his domicil. It is, in fact, impossible, when probate of the will of a British subject resident abroad is applied for in an English court, to escape from the vexatious and expensive process of determining the domicil of the testator. This is the real burden to which the persons intended to be benefited by the testator are subjected. They must show that the testator either has or has not lost his domicil, according as the will has been executed in compliance with the law of some foreign country, or with that of England. Now, to prove the domicil of a deceased person is a process often difficult, and always costly. A gentleman resident at Boulogne lately left the bulk of his fortune to found a charity at Southampton. The will was made according to the English form, and probate was opposed on the ground that the testator had acquired a French domicil. A special examiner was appointed to take evidence on the subject, and he was occupied in collecting testimony during fourteen days in England, and forty-two days in France. Fortunately, the estate was large, or sixty days of a special examiner would have gone some way to eat it up. If, therefore, any enactment of the English Legislature could clear up all doubts, lay down a broad and intelligible rule, and save this vast preliminary expense, without at the same time producing more confusion than it removed, all British subjects would receive a great benefit from such a measure being passed. The question is, whether it is possible to alter our municipal law without deviating from the fundamental and accepted rules of the private international law of Europe.

Sir Fitzroy Kelly proposes to enact that all wills, codicils, and testamentary papers executed by a British subject in accordance with the prescribed form as laid down by the law of England, and duly attested, should be held valid in this country, no matter where the testator might have been domiciled at the time at which the instrument happened to have been drawn up. To this proposal the Attorney-General objects with great force, that this special provision of the English law would be a violation of a general maxim that has prevailed in Europe from the earliest times, the maxim "*Mobilia sequuntur personam.*" If a man dies in a foreign country, where he has resided for some time, the distribution of his personal property falls naturally within the jurisdiction of that country. Even if we may attribute the origin of this rule to a time when personalty had nothing of the fixed and almost local character which it sometimes assumes in modern society, yet it would be most inconvenient that any one nation should derogate from a maxim universally recognised, and handed down through a long succession of ages. Unless the leading nations of the world could introduce a common change by express agreement, the evil of breaking the unity of jurisprudence on this point would be much greater than the advantage of giving effect to the intentions of a few testators. Without such an agreement, it would be impossible to avoid a collision between the decisions of the tribunals of different countries. Supposing an Englishman domiciled in France died possessed of property in the French and also in the English funds, and under the provisions of the proposed enactment made a will according to the English form, the result would be that the will would be operative according to our exceptional law, but of no validity according to the French law. Thus a conflict of law would arise, bringing with it great perplexity and confusion, and the remedy would be worse than the disease. It must be remembered that at present all the countries of the civilised world stand as much bound to us as we to them, not to disturb the great maxims of general jurisprudence; and that if we introduced an exceptional change, our example might be followed, and we should find that we could no longer be sure that these maxims were anywhere in force.

The most desirable expedient would be to make the English law of domicil more precise. It is very difficult to do this, because domicil is more often a question of intention than of fact. But the course of English decisions has made it extremely hard to say what are our rules as to domicil, so far as such can and do exist. It would be possible to codify these rules and to present them in the intelligible and accessible shape of a declaratory Act of Parliament. At present, a foreigner may as well go and dig in the sand as try to ascertain out of text-books and reports what the English law of domicil is. Practically, there is no great prospect of any change being effected; and Sir Fitzroy Kelly has introduced his Bill, we presume, rather to ventilate the subject than from any hope of seeing his measure passed into law this session. And, we think, that for the future the reasons against the proposed change balance those in favour of it. If Englishmen resident abroad, and especially English lawyers resident abroad, who are likely to be called on to advise their fellow-countrymen in such matters, would but adopt the precaution to which we alluded, when we last commented on the English law of domicil, there could be no difficulty or mistake. If a British subject writes his will in his own handwriting, and then executes it according to the English form, it will be valid in every court of every European country, whatever may be his domicil, and wherever his property may be situated. This is an easy rule to learn, and one easy to comply with; and if it were but generally known and observed, there would be no necessity for any interference on the part of the English Parliament.

FALSE PRETENCES.

It would not be easy to give a stronger illustration of the ambiguities which lurk under what is apparently the plainest possible language than that which is afforded by the fact, that twelve of the fifteen judges put (in the case of *Reg.* v. *Bryan*) almost as many different constructions on the following words:—"If any person shall by any false pretence obtain from any other person any chattel, money, or valuable security." Lord Campbell says, that if the seller of an article misrepresents its quality to the buyer, that is not a false pretence, even if the misrepresentation takes the form of a direct specific lie. The Lord Chief Justice of the Common Pleas adds, that if you misrepresent the species that is a different thing. The Lord Chief Baron thinks that the statute would apply if a dealer were to make up articles expressly for the purpose of deceit and sell them as something very different in quality from what they really were. He further thinks, that puffing on the one hand, and cheapening on the other, between seller and buyer, do not fall within the rule, but that it is hard to lay down a satisfactory principle. Mr. Justice Coleridge was of the opinion of the Lord Chief Baron. Mr. Justice Cresswell confined himself to an appeal to authorities. Mr. Justice Erle laid down that the test was, whether the representation applied to a matter of opinion or a matter of fact. Baron Bramwell inclined to think that to obtain a contract by a lie was a false pretence, and that, if that were not so, the language of the Act must be restricted to cases where there was no contract. Mr. Justice Willes took the same view as Baron Bramwell, but in a stronger form; and Justices Crompton and Crowder, and Barons Watson and Channell, agreed with Lord Campbell.

Leaving out the minor shades of opinion, we have four principles more or less distinctly enunciated as the tests by which we may decide whether a wilful untruth put forward with intent to defraud, and which, in fact, does defraud, is or is not a technical "false pretence." Lord Campbell's principle is, that the falsehood must apply, not to the quality, but to the species. Mr. Justice Erle's is negative—that it must *not* apply to a matter of opinion. Mr. Justice Willes' is positive—that any false statement of a fact intended to defraud, and succeeding in defrauding, is a false pretence; and Baron Bramwell's is hypothetical—that if any class of fraudulent falsehoods is to be exempted from the operation of the statute, all falsehoods by which contracts are obtained must be so exempted, which appears to him a sort of *reductio ad absurdum*.

We confess that we are quite unable to understand how there should be any sort of difficulty in the question, if it is regarded merely as a matter of principle, and if the practical conveniences or inconveniences which may follow are left out of sight. Lord Campbell's principle seems to us to import into the statute an exception which is altogether arbitrary. What conceivable reason can there be why a definite false statement as to quality should be innocent, whilst one affecting species should be a crime? Both Lord Campbell and Chief Justice Cockburn would have to maintain that a man would not be punishable who obtained money on bullion by representing, with a successful intent to defraud, that it contained 90 per cent. of gold, when, in fact, it contained only 1 per cent.; whereas he would be punishable if, with a similar intent, he represented cheese to be Cheddar cheese, when, in fact, it was Gloucester cheese. Indeed, clear as it seems at first sight, nothing can really be more vague than the line which separates difference in quality from difference in species. It would not, for example, be a false pretence to call a snuff-box, three-parts of which were copper, a gold snuff-box, because that is a question of quality; but it would be a false pretence to represent a gold box made for some other purpose, as a gold snuff-box, because that is a question of species.

The opinion of Mr. Justice Willes, on the other hand, falls in very well with those of Mr. Justice Erle and Baron Bramwell. In this view of the subject a specific fraudulent successful falsehood is criminal, unless it refers to what is merely matter of opinion. For example, to induce a person to buy a horse, by stating that he is six years old, when he is only four, would be a false pretence; whereas, it would not be a false pretence to procure the purchase by averring that he was the best horse in England, or even by affirming generally that he was a good horse when he was known to be vicious. Indeed, it is hard to answer Baron Bramwell's argument, that, unless this is the true rule, the only alternative is to exempt from punishment all cases in which a contract has been obtained, and to hold the statute to apply only to cases which, but for the technicalities relating to possession, would have been theft. This appears to us to be, beyond all question, the plain reasonable construction of the statute; and the exception imported into it by Lord Campbell would never, as it seems to us, have been thought of, unless the object had been to avoid an inconvenience which is supposed to be likely to follow from adhering to the plain intention of the Legislature; and this, we think, is an encroachment by the judges on the province of Parliament.

The inconvenience of which the majority of the judges are so much afraid is, that by the construction of the law adopted by Mr. Justice Willes, puffing on the part of the seller, or chaffering on the part of the purchaser, would be rendered criminal. Much, however, of the force of this argument, would seem to be removed by the consideration pointed out by Mr. Justice Willes—namely, that there must not only be a specific misrepresentation of an existing fact (in itself a matter very different from puffing), but also an intent to defraud, and an actual obtaining of possession by means of the misrepresentation, coupled with the intention, the existence of each of which three constituent parts of the offence must be found by the jury; and it is most unlikely that men in the class of petty jurymen, being themselves almost always engaged in business, would find that the ordinary exaggerations of traders on one side or the other were meant to defraud, and did, in fact, defraud. Such puffing is as unlike specific misrepresentation of a fact as anything can well be. "I can assure you, Sir, that this article is of excellent quality: it is as good as any that are made in London."—would be clearly a mere puff; but if the assertion were "This book is of such an edition, and I bought it myself at such a sale," why is the vendor to go unpunished, whilst a publican who sells one sort of ale as another sort is to be punishable? Under any rule there will be sure to be plenty of hard cases; but that which Lord Campbell proposes, appears to us to have the disadvantage of resting on no principle whatever, and of making a purely arbitrary exception to a parliamentary enactment. This rule would, in practice, produce an endless series of those anomalies which are, perhaps, the most powerful of all agents in weakening and discrediting the criminal law.

Legal News.

It will be seen, from the great length of our parliamentary report, that the past week has been unusually prolific in the discussion of measures of professional interest. The Testamentary Jurisdiction Bill has entered the House of Commons, and the Divorce Bill promises to follow it speedily. The Joint-Stock Companies Bill has undergone no material amendment in committee, and is now ready for the consideration of the Peers, to whom those who object to the details of

the measure must address themselves. The Fraudulent Trustees Bill has been read a second time, but the real discussion of the measure could only take place in the committee appointed for last night. The debate, on the second reading was chiefly remarkable for a speech by Mr. Rolt, who, we believe, essayed, for the first time, in the House of Commons, powers which are in daily exercise in the Court of Chancery. Sir F. Thesiger has brought forward a proposal for abolishing grand juries within the jurisdictions of the Metropolitan Police Magistrates, on the ground that a preliminary investigation, much more satisfactory than that of a grand jury, takes place in most, and might be rendered necessary in all, cases. This proposition has often been made before, and has been ably advocated by Mr. Humphreys, the well-known solicitor, in a pamphlet to which we drew attention in these columns. Sir F. Kelly is the author of a Bill for altering the law so recently enunciated by the Privy Council as to the wills of Englishmen domiciled abroad. In the House of Lords, on Thursday night, Lord St. Leonards stated the provisions of a measure which he thinks should accompany the proposed legislation against fraudulent breaches of trust. The object of the Bill is to mitigate, in several respects, the severity of the Court of Chancery towards honest but incautious or indulgent trustees; and it would appear from the statement of its author to be an exceedingly bold innovation upon the doctrines of the Court.

In the course of this discussion the subject of the dispatch of business in the Chancery offices was brought forward, and a conversation occurred of so much importance that we here extract it—

"Lord LIFFORD said he had the misfortune to be mixed up with a great number of trusts, and he had learnt from experience the necessity which existed in some cases of placing property in the hands of the Court of Chancery, and thereby exposing it to the legal robbery of that Court. In the case to which he especially referred there was very great difficulty and delay connected with the appointment of a guardian to a minor. It was as impossible for the Lord Chancellor to be aware of all the iniquities of the various departments of his court, as it was for the Emperor of Russia to be aware of all the evils that arose under the Russian police system. The present state of things was worse than that which existed formerly. The evils arose, he believed, in a great degree from the want of a sufficient number of chief clerks at judges' chambers. He inquired whether it was the intention of the Government to propose any addition to the staff of the Vice-Chancellors and of the Master of the Rolls in chambers.

"The LORD CHANCELLOR protested against the language applied to the Court of Chancery. As to delay in the appointment of a guardian, though he was unacquainted with the particulars of the case, he was convinced that the blame did not rest with the Court, but with those who represented the infant. He would undertake to say that no persons who wanted a guardian appointed need wait more than two or three days. He had often heard the Court of Chancery blamed for things which it afterwards turned out were attributable to the fact that those who represented the parties concerned did not choose to bestir themselves. He did not at present contemplate any increase of the staff, because he had not sufficiently investigated the subject to adopt such a course. It was monstrous to say that the delays which took place at present were equal to those which occurred under the old system; the former were delays of days, while the latter were delays of months. He had heard recently of cases in which parties could not obtain a hearing in the Master's office under a week or a fortnight; but information which he had received convinced him that most of the complaints which had been made, if not entirely unfounded, were at all events greatly exaggerated. At the same time, there was such an increase of business at the offices, that it would, he believed, be necessary to increase the staff of the judges, in order that matters out of court might be disposed of with sufficient rapidity. In the case of the Accountant-General's office there had just been an addition made of one clerk in each department—an increase of the staff which the higher functionaries assured him would enable the business to be transacted satisfactorily. He thought that in judges' chambers the staff would have to be similarly increased, so that persons would be able to go there after giving a day's notice, or even without any notice at all.

"Lord BROUGHAM observed, that, in order to lay the axe to the root of the evil, Parliament must abolish the Master's office, and increase the number of Vice-Chancellors."

It will be observed that the Lord Chancellor suggests that the delays complained of are probably attributable to "those who represented the parties," that is, the solicitors; and this exactly agrees with what we remarked some few weeks ago, that the solicitors were sure to be blamed for the delays, and, therefore, should bestir themselves to find out the real cause of them. As might be expected, the complaints which reach the Chancellor are not loud, nor does he view the emergency as very pressing. The assurance given to him by the authorities of the Accountant General's Office would be very comforting to all solicitors who will have much business to do during the next two months, if only they could confidently rely upon it. We shall endeavour to ascertain how far actual present experience bears out the representations which have been made to the Lord Chancellor. We believe that he understates the existing difficulties, and under-estimates the amount of additional strength required in the offices to get through the work properly; but it is, at any rate, satisfactory to find that the want of a larger staff in the judges' chambers is distinctly admitted by the Government.

We owe an apology to Mr. Commissioner Holroyd for attributing to him a judgment which was delivered by his brother commissioner, Mr. Goulburn, and in which that learned person very elaborately argued that an order made in the chamber of Vice-Chancellor Kindersley was invalid, because the judge's clerk acted in the matter, and not the judge himself. The question arose out of the affair of the Royal British Bank, in connection with which Mr. Holroyd has delivered a judgment which we hope may prove better founded than that of Mr. Goulburn.

RE ——, AN ATTORNEY.

The following letter has been addressed to the Editor of the *Daily News*:—

SIR,—I see occasionally in your columns, under the above heading, proceedings in the superior courts, which appear to me closely to resemble others which take place in Bow-street and similar localities; and I never could understand why the parties in the former cases should always be designated ——.

If Mr. William Sikes is "in trouble," in consequence of being supposed to know more than he ought about the damage done to Mr. Brown's back-kitchen window, and the temporary absence of that gentleman's silver spoons, Mr. Sikes's name, and the circumstance, are duly published in the police reports, to the great disquietude of his friends and the possible injury of his character. So, too, if my friend Mr. Botchem, while professionally attending on Mr. and Mrs. Jones, makes, or is supposed to make, a mistake which eventuates in the permanent personal disfigurement of that gentleman, or the death of his amiable lady, you never fail, when the case comes into a court, to let everybody know that Mr. Botchem, 20, Blunder-street, Manglebone, is accused of malpraxis or manslaughter, and all B.'s patients and the public, who have no idea what difficulties the case may have presented, decide that B—— is either a fool or a villain, and he may take his brass-plate off his door, and himself off to the diggings, for his ruin here is complete. And if the Rev. — Goodfellow, the much venerated rector of Humour-on-the-Ooze, on an occasional visit to town, and having well dined with his friend Robinson, makes himself conspicuously entertaining on the way home to his hotel, how certainly does his name, and all the facts of the case, with the policeman's embellishments, appear in the reports, to the great scandal of the Rev. G.'s parish, and the greater disgust of his diocesan.

Of course everybody knows who is ordinarily designated old ——, and no doubt all the —— (scratches) belong to the same family; but in simple fairness to Messrs. Sikes, Botchem, and Goodfellow, I think we ought to be told the earthly patronymics of these particular incarnations.—I am, &c.,

W. DASH.

DECISIONS IN BANKRUPTCY.

(From the *Economist*.)

Though it is said that Mr. Commissioner *Holroyd* does not belong to a class of judges who have an ambition to win popularity, who are ever making attempts to mix up their judgments with some appeal to popular sentiments, yet we cannot but think that he has of late felt the influence of a prevailing general opinion, and has in consequence been at least unusually careful, if not severe, in his judgments in the Bankruptcy Court. His legal denunciation of the conduct of the directors of the Royal British Bank attracted universal attention, and was deservedly admired for its research and its conclusions. On Tuesday he pronounced, in the case of a bankrupt named Thomas Ryder, another elaborate judgment, which ended in his refusal to grant the bankrupt a certificate, allowing him, however, protection for twenty-one days to enable him to appeal. The just grounds for this decision were, that the bankrupt, though a trader, had gambled in time bargains on the Stock-Exchange; had traded recklessly, and had made untrue representations of his circumstances to obtain credit. No person, except the bankrupt, is likely to find fault with the judgment; and we have only to praise it. Like the same learned gentleman's judgment as to the Royal British Bank, it will do a great deal of good. Such judgments give an importance to proceedings in bankruptcy which they have hitherto wanted. The withholding of a certificate, in conjunction with weighty reasons for the decision, is nearly equivalent to degrading a man for life; and we know no ordinary punishment more severe. It will increase the sense of responsibility in all commercial men, and make them more careful. They will at once learn that the process of whitewashing is neither so easy nor so certain as it has been at least generally represented. In fact, these two judgments of Mr. Commissioner *Holroyd* mark a change, if not in the actual administration of the law in bankruptcy, in what it was supposed to be, and will certainly effect a beneficial alteration in the popular opinion on the subject. If the Bankruptcy Court hereafter supplies the trader, as it is intended to supply him, with the means of getting rid of obligations brought on him by unavoidable misfortunes, and not by misbehaviour, it seems likely to lose its character of being often a help to fraudulent success, and to become a terror to reckless and gambling traders. Though it be made a merit in the learned Commissioner that he takes no notice of popular feeling, there is evidence in these two judgments that it has had considerable influence over him. It is not possible for any man living, though he may himself not be conscious of the effect, to escape the influence of a well-weighed conclusion generally adopted, such as that which some late facts have forced the public to adopt of commercial morality. He might as well hope to live out of the common atmosphere. While in a judge it is excessively weak to flirt with popularity, and allow every temporary general feeling to find an expression in Westminster Hall, it is only a proof of his good sense that he learns the wants of society from prevailing opinions, and, as in this case, recognises, we think, if he does not acknowledge, the general conclusion that judgments in bankruptcy have very often been much too lenient. Continually we find the police magistrates and judges punishing offences with unusual severity, because they are rife at the moment. In so doing, they defer to what is, or is supposed to be, a want and an opinion of society, and justify the statement that a judge should be influenced by circumstances and by popular sentiments. For several months, we may say now for years, the public, startled by many very grave offences, have been alarmed at the laxity of commercial morality, and have demanded severe commercial laws. Such circumstances have influenced the minds of judges, and under its influence they very properly hunt up laws that bear on the subject, and apply them with severity. The improvement in such cases really begins with the facts which alarm everybody—a public sentiment is begotten by them, and it influences the judges, leads to greater care in judgment, and probably to more severe decisions. The great merit and great utility of the judge is, not that he despises and overlooks this improved sentiment, but that he recognises it, and acts in conformity to it. His elaborate judgments and the public sentiments go together, and enforce each other. As one result, we may expect an improvement in the morality of commercial men; but by those who would set the judges apart from other mortals, and make them pure abstractions of the law, administering its abstract rules, this improvement will be mainly ascribed to the law itself, while it is tolerably plain, from the judge acting in obedience to a public sentiment, without any new law, that the improvement really begins with it.

THE BRITISH BANK PROSECUTION.—The prompt and energetic steps taken by Messrs. Linklater and Hackwood, to whom the Attorney-General has intrusted the conduct of the prosecution of the directors and general manager of this bank, have led to the capture of Mr. Humphrey Brown. We learn that he is now in custody upon two warrants, by each of which he is required to put in bail for £4,000, with two sureties for £2,000 each. Sureties for £8,000, besides his own recognisances for £8,000, will therefore be required before he is released. The Hon. John Stapleton, M.P. for Berwick, and the others who have been arrested, have already given bail to a similar amount. Within a short time, it is believed that all the parties implicated will be secured. Those who have not yet been apprehended are under strict surveillance abroad, and will be brought to this country as soon as the necessary arrangements can be made. Three *ex-officio* informations have been filed at the Crown-office by the Attorney-General, but it is not expected that the trials will take place uutil next November.—*Times*.

PROCLAMATION OF OUTLAWRY.—At the Sheriff's Court, on Thursday, the following persons were called upon to surrender under penalty of outlawry:—The Hon. Brownlow Thomas Montague Cecil, Stephen Temple, Thomas Ingram, Richard Chapman King, the Hon. George James Finch Hatton (commonly called Viscount Maidstone), William Sowdon, Josiah Bartlett, Sussex Lennox, Esq. (commonly called Lord Sussex Lennox), Sir Robert Jukes Clifton, Bart., John Frederick Hill, John Hall Walton Harris, Frederick Jones, and the Hon. Horace Pitt.

Mr. William Blanshard, of the Northern Circuit, has been appointed Recorder of Doncaster, in the room of the late Mr. Robert Hall, M.P.

Recent Decisions in Chancery.

TRUSTEE RELIEF ACT—TRUSTEES' COSTS.

Re Wooaburn's Will, 5 W. R. 642.

Until the decision of the full Court of Appeal in this case, an impression generally prevailed in the profession that the Court of Chancery had no power to give costs against a trustee who vexatiously paid money into court under the Trustee Relief Act. The Act itself contains no provisions as to the manner in which costs of proceedings under it are to be dealt with. Except in the case of legacies not previously severed from the testator's estate, the general rule is, that the costs of paying in a fund under the provisions of the Act, are borne by the fund itself; and trustees frequently deduct from the fund the costs of paying it into court before they part with it. In such a case, it has been doubted whether the *cestui que trust* had any other remedy than by a suit for the purpose, though the circumstances were such that the Court would have refused the costs of the trustees had the trustees not deducted their costs previously to paying in the fund. *In re Heming's Trust*, (5 W. R. 33), trustees paid money into Court which belonged to one *cestui que trust* whose title was unquestionable, and in no way impugned by the trustees. The object of the trustees appears to have been altogether vexatious; and yet *Wood*, V. C., only refused them the costs of their appearance for payment out of court. Indeed, nothing more seems to have been asked by the counsel of the *cestui que trust*, owing, no doubt, to the notion that has generally prevailed—viz. that the Court had no jurisdiction to make the trustees pay costs under the Act. The case of *Re Woodburn's Will*, however, definitively settles the law upon the subject, and puts an end to all doubt as to the jurisdiction of the Court in such cases; the Lord Chancellor and the Lords Justices having affirmed an order of the Master of the Rolls, by which he ordered a trustee who had vexatiously paid a trust fund into court under the Act, to pay the costs of the *cestuis que trust*, who had petitioned that the money might be paid out to them. The Lord Chancellor and the Lords Justices all appear to have considered that the Act itself gave the Court jurisdiction to make such an order; and Lord *Cranworth* thought, even if it were not so, that the Court had such a power, "as it was a necessary incident to contentious litigation that those who caused it should be made to pay the costs." How far this decision will operate in deterring trustees from availing themselves of the provisions of the Trustee Relief Act remains to be shown by experience. There is little doubt that in some instances it will have the effect of inducing trustees to institute a suit, where they would now resort to the machinery of the Act.

15 & 16 VICT. c. 80—TIME FOR CLOSING EVIDENCE—LEAVE TO FILE FURTHER AFFIDAVITS.

Scott v. *The Corporation of Liverpool*, 5 W. R. 641.

By the 38th section of the Chancery Amendment Act, the evidence on both sides, in any suit, is to be closed within such time after issue joined as the Lord Chancellor prescribes by a general order, but with power to the Court to enlarge the same as it might see fit; and after the time fixed for closing the evidence, no further evidence, whether oral or by affidavit, is to be received without special leave of the Court for that purpose. By the 32nd General Order of 7th August, 1852, the evidence on both sides, in any cause, to be used at the hearing, whether taken orally (and including the cross-examination and re-examination of the witnesses) or by affidavit, is to be closed within nine weeks after issue joined, except that any witness who has made an affidavit intended to be used at the hearing, shall be subject to cross-examination within one month after the expiration of the nine weeks. The General Order of 13th January, 1855, reduces the time for closing evidence to eight weeks, which is the time now allowed. In *Thompson* v. *Partridge* (4 De G. Mac. & Gor. 794), which was an appeal from a decision of *Stuart*, V. C., the Vice-Chancellor had made an order extending the time, to enable the defendant to file his affidavits, upon the ground simply that the plaintiff had not filed his affidavits, and therefore that the defendant had had no opportunity of seeing them, until a day or two before the expiration of the period for closing evidence. The Lords Justices, on appeal, reversed the order, as, according to their Lordships' construction of the 38th section of the Chancery Amendment Act, the words "without special leave" were to be understood as meaning "without leave on special grounds," and they considered that the grounds upon which the application was made did not come within the category, because the defendant had full notice by the bill of the case to be made against him, and there was no allegation of surprise. In *Scott* v. *The Corporation of Liverpool*, the application was to be allowed to file further affidavits, in answer to affidavits filed by the plaintiff, the time for taking evidence having closed. The ground of the application was that the plaintiff's affidavits, filed only the day before the time would expire, contained serious imputations upon two of the defendant's witnesses, of which the case made by the bill gave no intimation whatever. *Stuart*, V. C., granted the order asked, his Honour considering that the defendant had been surprised, and that he had a right to defend the character of his witnesses, which had been impugned by the plaintiff.

INFANT SUING IN FORMA PAUPERIS.

Lindsay v. *Tyrrell*, 5 W. R. 617.

This case, besides re-establishing an old rule of practice—viz. that an infant who sues by next friend cannot sue *in formâ pauperis*—was noticeable as an instance of the Master of the Rolls discharging an order which the Lord Chancellor had made ex parte after the application had been refused at the Rolls. Of course the leave of the Chancellor was obtained before the motion to discharge.

SET-OFF—ASSIGNMENT—NOTICE.

Cavendish v. *Geaves*, 5 W. R. 615.

This case, though it lays down no new principles, is valuable, as containing a very clear summary of the doctrine of equitable set-off as applicable to the case of a banker and customer, or, indeed, to any case of debtor and creditor.

The material facts were, that the bank, which, after various changes in the firm, ultimately became bankrupt as Strahan, Paul, and Bates, had advanced certain sums on bonds executed by one of their customers. The obligees in the bonds were two of the original partners, and after their death the legal right to recover on them vested in Sir John Dean Paul, as executor of the survivor of the original obligees. After the bonds were given, several changes took place in the firm, and on each occasion the bonds were assigned, so far as they could be—that is, in equity—to the new firm. The only notice of these assignments given to the customer was by the entry, in his pass-book, of the payments of interest to the new firms, instead of the old one; but this was held sufficient. When the bank got into difficulties, the bonds were privately assigned to the defendants to make good a deficiency in certain trust funds; but no notice of this transaction was given to the customer. Meanwhile, he was keeping a drawing account at the bank, and, upon the failure, claimed to set-off a considerable balance standing to his credit against the debt on the bonds. The defendants resisted the set-off, on the ingenious ground that there were no cross debts between the same parties, either in contemplation of law or equity, because the bank which was indebted on the drawing account had neither the legal claim on the bonds which was in Sir J. D. Paul, as executor, nor the equitable title which they had parted with to the defendants. The Master of the Rolls, however, held that this was a sophism, and laid down the general doctrine in the following terms:—If a customer borrows money of a bank, and gives a bond, and a balance is afterwards due to him on his general account, he has a right of set-off against the bank, both at law and in equity. If the firm is altered, and the bond assigned to the new firm, and notice of the assignment given to the debtor, the debtor has no legal right of set-off, because the assignment of the bond is inoperative at law, and the obligee of the bond and the indebted firm are different persons; but in equity the customer may set-off his balance against the bond. If the bond is assigned by the bank to a third person without notice to the customer, he has the same rights against the assignee which he had against the bank; but if notice of the assignment is given, no right of set-off will exist for any balance which may subsequently accrue. These rules will solve nearly all the questions which commonly arise as to equitable set-off, so far as they are questions of law.

CONVERSION—RECONVERSION.

Meredith v. *Vick*, 5 W. R. 639.

This decision supplies a hiatus in the chain of authorities on the subject of the constructive conversion and reconversion of real estate into personalty and the converse. The primary rule that an interest in the proceeds of property directed to be sold is treated by a Court of equity as personalty, and so descends, is well known. So also is the qualification, that, if a person absolutely entitled to such an interest elects to take it as land, it loses its constructive character of personalty, and once more becomes descendible to his heirs. What amounts to such an election to reconvert is often a very difficult question of mixed fact and law; but it has been pretty well settled that it is not necessary that acts implying an intention to retain the property as land should be proved as to every part. Thus, to live on one portion of an estate under such circumstances, and to receive the rents from certain of the tenants, would be evidence to show an election to reconvert the whole property, and not merely the particular portions the rent of which was received. In *Meredith* v. *Vick* the question took a new and curious form; there was a residuary trust for sale of realty, and payment of the proceeds to A. Under this A. became entitled, immediately on the testator's death, to the proceeds of certain freeholds. These he elected to take as land. By the ultimate failure of prior limitations a copyhold estate ultimately fell into possession to the trustees of the residue, and became subject to the power of sale, but before this had happened A. was dead. Was the copyhold to be considered as real or personal property of A.? The heir argued that reconversion of part was reconversion of the whole; that the freeholds and copyholds both came to A. under the same gift; and that, as the freeholds were reconverted by election, that operated to reconvert the copyholds also. The Master of the Rolls, however, refused to apply evidence of reconversion, derived from acts done on an estate in possession, to another estate in reversion, which passed to the same beneficiary under the same gift.

Cases at Common Law specially Interesting to Attorneys.

ATTORNEY—SERVICE OF RULE UPON.

Re ——, *An Attorney*, 5 W. R., Q. B., 622.

An application was made for leave to serve a rule made against a country attorney, at his last place of abode, and upon his London agent; and this was granted on an affidavit that the attorney had gone out of the way to avoid service.

It does not appear, from the report of the above application, what description of rule it was which could not be served. And yet this is material, for a distinction exists, with respect to the mode of service, according as the rule is one which, if disobeyed, subjects the party to attachment for contempt of court, or is one which is not intended to have that effect—as, for example, a rule ordering the plaintiff to find security for costs. In the first class, the Courts will seldom allow anything but *personal* service; though there has been, of late, some disposition to allow a *constructive* personal service where the party ruled is an attorney, and it is distinctly made out that he has

knowledge of the rule, and keeps out of the way to avoid being personally served (see *Green* v. *Prosser*, 2 D. P. C. 99; *Alner* v. *Newton*, Id. 582). In the latter class of rules, however, the service need never be personal; but if the party ruled is represented by attorney, the service is made upon him; and if such attorney is represented by an agent in town, such agent is the party to be served. The application above noticed was, however, probably made in consequence of, and relying upon, the general principle by which the Courts are governed, that rules and other interlocutory proceedings must not be defeated by the party on whom they are to be served keeping out of the way. Thus, in *Thomas* v. *Lord Ranelagh* (5 D. P. C. 258), Mr. Justice *Coleridge* made absolute a rule to compute, which had been served on a female servant at the residence of the defendant, though the process-server had been informed by her that her master was out of town, and had been so for a month previous, and that she did not know when he would return. In the recent case of *Mason* v. *Muggeridge* (18 C. B. 642), however, the affidavit of the service of a rule summoning the defendant to appear before the Master, in order to be examined as to the debts due to him (under the Common Law Procedure Act, 1854), which alleged service on the defendant's wife, without saying it had come to the defendant's knowledge, was held insufficient. It may be doubted if an attachment would have been granted even if such allegation had been inserted.

ARTICLED CLERK—STAMPING ARTICLES UNDER 18 & 19 VICT. C. 81—APPLICATION REFUSED.

Re Hand, 5 W. R., Q. B., 622.

This was another of those applications which have been so numerous of late, to allow the service of an articled clerk to date from the execution of the articles, though they had not been stamped at the proper time, on payment of the penalty, under 18 & 19 Vict. c. 81. The applicant had been articled in 1852, but his master had neglected to stamp and inrol the articles, in consequence of which the clerk had rebound himself to the same master, in 1854, by properly stamped articles. Mr. Justice *Coleridge* disposed of the application by saying there was nothing to show that the applicant was ignorant of the articles being unstamped, adding—"Though even if he were, it might not help you."

ATTORNEY—PRIVILEGE FROM ARREST EUNDO, MANENDO ET REDEUNDO.

Jones v. *Marshall*, 5 W. R., C. P., 623.

The defendant in this case, an attorney, had been arrested on a *ca. sa.* upon a judgment which had been obtained by the plaintiff, while attending at the Lord Mayor's Court, at the request of a client (who had occasion to put in bail in such court), for the purpose of explaining to him what he had to do. The present was an application for his discharge, on the ground of his being an attorney privileged from arrest *eundo, manendo et redeundo* the courts of justice. The application had been already made at chambers, to *Willes*, J., who had dismissed the summons with costs, unless the defendant made a successful application to the Court; and a rule *nisi* was obtained accordingly. It was, however, now discharged with costs; the Court being of opinion that the privilege relied on applied only to exempt from arrest those representing the parties in a suit, and not to the case of an attorney brought into court only for a collateral purpose, and attending there on behalf of some one who was not a party.

It may, however, be remarked, that there are decisions which carry the privilege further than as above confined; and which show that it extends to all cases in which the attorney or barrister (for their position as to this is the same) is taken into court in the exercise of his professional duty (see *Newton* v. *Constable*, 2 Q. B. 157). The privilege arises from his being, in contemplation of law, always in court for the interests of his client (see *Thomson* v. *Moore*, 1 D. P. C., N. S., 283); and it would be difficult to show, that, in the above case, he was not in the exercise of such duty. If the client at whose request he attended had been about to *justify* bail, there is express authority to show the privilege would have prevented the arrest (*Rimmer* v. *Green*, 1 M. & S. 638, and *Meekins* v. *Smith*, 1 H. Bl. 636); and it is apprehended that it can make no difference in principle that the client was about to *put in* bail.

BRANCH BANKS, LAW AS TO—ACTION TO RECOVER SUM IMPROPERLY PAID ON A CHEQUE.

Woodland v. *Fear*, 5 W. R., Q. B., 624.

This was an action brought by the public officer of a banking company to recover against the defendant the amount of a cheque paid to him under the following circumstances:—The bank had two branches, the business of which was kept quite distinct; the one at B., and the other at G. The defendant had presented at B. the cheque in question, which had been drawn by one H. on the branch at G. Before the cheque was received at G. from B., H. had drawn out all his balance, which also, at the time the cheque was presented by the defendants, was insufficient to pay it; but it was proved, that, if H.'s cheque had been presented at G., it would nevertheless have been honoured.

Under these circumstances the Court of Queen's Bench held the plaintiff was entitled to recover. They thought, that, as regarded their separate customers, the different branches of the bank were in the nature of separate companies; that H. did not stand in the relation of customer to the branch at B., as he kept no account there; and that the cheque in question was cashed, not on his credit or by his agent, but on the credit of the defendant alone. That being so, the plaintiff would be in a position to maintain the action, provided no *laches* could be shown on the part of the establishment at B.; and they did not in fact appear to have been guilty of any, as they forwarded the cheque by the first post to G. "To hold," said Lord *Campbell*, in delivering the judgment of the Court, "that the customer of one branch, keeping his cash account there, has a right to have his cheques paid at all or any of the branches, is to suppose a state of circumstances so inconsistent with any safe dealing on the part of the bankers, that it cannot be presumed without direct evidence of such." The bank at B. appears to have paid the cheque, "not as bankers, or on the credit of H., but to have paid it on the credit of the defendant, as much as if they had given him change for a bank-note, which both parties may have believed to be genuine; in which case, if it turned out to be forged and worthless, an action could clearly be maintained to recover back the money so paid."

TOWN-CLERK, DUTIES OF, IN RESPECT OF THE LIST OF VOTERS—POOR-LAW AUDITOR.

Regina v. *Allday*, 5 W. R., Q. B., 625.

A poor-law auditor disallowed a sum paid to the town-clerk by the overseers of the parish of Birmingham, for part of the expenses of making (viz. for procuring copies of) the list of voters for the borough, and a rule had been obtained to quash this disallowance. Against this rule it was now shown for cause, that, by 6 Vict. c. 18, s. 48, the duty of copying the list of voters is cast upon the town-clerk by law, and is taken into account in settling his salary. And it was submitted that the question had been already decided against this officer in the case of *The Town-Clerk of Kingston-upon-Hull* (2 Ell. & Bl. 182). The Court, accordingly, now discharged the rule, with costs, saying there was nothing charged for and disallowed which could not have been done by the town-clerk or his clerks, and that it could not, therefore, be considered as a disbursement out of pocket for which he was entitled to make a charge in addition to his salary.

Professional Intelligence.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

Trinity Term, 1857.

At the examination of candidates for admission on the roll of attorneys and solicitors of the Superior Courts, the Examiners considered the following gentlemen as the only candidates under the age of twenty-six who deserved honorary distinction of the first class:—

EDWARD BALDEN, of Birmingham, who served his clerkship to Mr. Samuel Balden, of Birmingham, and Messrs. Hughes, Kearsey, Masterman, and Hughes, of 17, Bucklersbury, London.

WALTER BROWNE, of Lenton, Nottinghamshire, who served his clerkship to Mr. Hugh Bruce Campbell, of Nottingham.

The Council of the Incorporated Law Society have accordingly awarded a prize of books to each of those candidates.

The Examiners have also certified that the following candidates passed examinations very little inferior to those who have been reported for prizes:—

JOSEPH FALLOWS, jun., of 198, Piccadilly, London, who served his clerkship to Mr. Joseph Fallows, of 198, Piccadilly.

WILLIAM STEWART FORSTER, of Lewisham, who served his clerkship to Messrs. Frere, Goodford, and Cholmeley, of Lincoln's-inn.

WILLIAM HENRY RANDLES, of Ellesmere, who served his clerkship to Mr. George Salter, of Ellesmere.

The number of candidates who lodged satisfactory testimonials of service was	103
Of these, 6 did not attend, 1 withdrew, and 9 were not passed	16
Passed	87

CANDIDATES WHO PASSED.

Names of Candidates.	*To whom Articled, Assigned, &c.*
Alldritt, Cosmo Northey	Green and Smith.
Atkinson, Thomas	William Edwood Smith.
Attfield, Edward Beaufoy	Charles Prothero.
Balden, Edward	Samuel Balden.
Bannister, Francis	C. G. Bannister; E. Bannister.
Barker, Francis Henry	Richard Barker.
Barritt, Robert	Samuel Woodcock.
Bartleet, William Smith	Vernon and Minshall.
Bateman, Arthur	William F. Wratislaw Bird.
Beadles, Oliver	Jno. George Hopwood.
Bellott, William Cuthbert	Henry William Litler.
Bishop, Richard Preston	John H. Toller; William Moon.
Borini, James	Michael Davis.
Bowker, Thomas	Gates, Son, and Percival.
Brown, John Williamson	John Fenwick.
Browne, Walter	Hugh Bruce Campbell.
Burkitt, John Lowe	Edward Lane Swatman.
Calvert, William Sidney	Richard Newman.
Carter, Robert	W. B. S Rackham; M. B. Lucas.
Clark, Alfred	J. Tatham.
Clough, George Hawksley	Benjamin Taylor Clough.
Cordery, James	George Thomas Woodrooffe.
Dickin, Thomas Parkes	William Owen.
Draper, Edward	Lawrence Wright.
Drinkwater, Frederick	Joseph Hibbert.
Evans, John Benjamin	William James Genn.
Fallows, Joseph, jun.	Joseph Fallows.
Fernandes, Charles Bathurst Luis	Henry Brown.
Fisher, Charles Francis	John Goate Fisher.
Forster, William Stewart	Stephen Cholmeley.
Freeland, Parker William	George William Andrews.
Fuller, Francis Page	George Gray.
Goldney, Gabriel, jun.	Gabriel Goldney.
Green, William Alfred	Charles Corser.
Green, William Saunders Sebright	J. Dodds; T. B. B. Stevens.
Gregg, Edwin	James Gregg.
Grimshaw, John	Edward Worthington.
Hammond, William	Henry Hammond.
Hartley, James	William W. How; Thos. Johnston.
Hill, John Henry	William M. Hacon; Henry R. Hill.
Hocombe, James Bishop	Hugh William Elcum.
Hogg, Henry	James Wood.
Holt, James John	B. Hastie (deceased); J. J. Spiller; Richard Hollier Atkinson.
Hooker, James, jun.	James Hooker.
Howell, David	Heathfield Young; A. Warrand.
Hughes, William Henry	John Hughes.
Iliffe, John Arthur	John Iliffe.
Keary, Alfred John	William Keary.
Knowles, Adam	John Cutts.
Latimer, William	George Ramshay.
Lewin, Thomas Ellerker, B.A.	Spencer Robert Lewin.
Long, Peter de Lande	Peter B. Long; A. W. Irwin.
Mallinson, John	Thomas Eastham.
Mason, Frederick	John N. Mason; T. G. Morley.
Matthews, Richard	George Hume; George B. Hume.
Millhouse, Thomas	Edward Watts.
Mitton, Edward	H. Holland (deceased); J. Smith.
Needham, John Champion	John Hewitt.
Neville, Frederick Herbert	Charles Best.
Oliverson, Thomas	William Gandy Bateson.
Orton, Samuel Allinson	Isaac Hall.
Palmer, Gillies Charles	William Ostler (deceased).
Perry, Joseph	Stedman & Place; John S. Place.
Plimsaul, James Vernam Perriman	W. P. Pillans (deceased); Andrew Marcon; Thomas Plews.
Prosser, William Henry	Edwin Tilsley.
Randles, William Henry	George Salter.
Reeve, William Thomas	Thomas Baker Cox.
Richardson, John	Henry Marriott Richardson.
Roberts, Ebenezer Morris	John Humphrey Jones.
Root, John	James Parker.
Roscoe, Richard	T. Harvey; J. Thornely; A. Lace.
Rossall, William Shaw	L. Willan (deceased); R. Jackson
Sanders, Edward	Frederick Ring.
Selby, James Addison	Thomas Selby.
Spurr, Thomas	Charles Newstead; E. Chapman.
Swayne, Walter Thomas	Henry Carpenter Ray.
Thompson, George	Luke Thompson.
Thompson, James	George Lewis Parkin.
Wakeling, John Henry Beverley	Henry Beverley Wakeling.
Wakeling, Thos. William Beverley	Henry Beverley Wakeling.
Webb, George Dillon	James Grayson; J. H. Preston.
Whitworth, Edmund	John Whitworth.
Whyley, Arthur	John Eaden.
Wightman, James	Edward Willoby.
Wilson, Arthur	Thomas Gulliver Judge.
Wilson, William	Thomas Robinson.
Wood, Hubert	John Glyde.

CALLS TO THE BAR.—*June 6.*

INNER TEMPLE.—The under-mentioned gentlemen were on Saturday called to the Bar by the Honourable Society of the Inner Temple:—Joseph Philips, Esq., M.A.; George Copeman, Esq., M.A.; Edmund Sheppard, Esq.; Richard Hillman Daniel, Esq., B.A.; Thomas Sidgreaves, Esq., B.A.; William Robert Phelps, Esq.; Thomas Sinclair Clarke, Esq., M.A.; Francis Tothill, Esq.; James Muirhead, Esq.; Walter Digby Somerville, Esq.; John Newmarch, Esq., B.A.; Edward L'Estrange Dew, Esq., M.A.; Daniel Makinson Littler, Esq., B.A., and William Wickman, Esq., M.A.

MIDDLE TEMPLE.—The under-mentioned gentlemen were on Saturday called to the degree of the Outer Bar:—Robert Griffith Williams, Esq., M.A., University of London; Henry Drake, Esq., B.A., Trinity College, Cambridge; John Henry Fawcett, Esq., S.C.L., Trinity Hall, Cambridge; Edward Keogh, Esq., 9, Inner Temple-lane; John William Hill, Esq., B.A., Trinity College, Cambridge; and John Bramston, Esq., B.C.L., Fellow of All Souls, Oxford.

LINCOLN'S-INN. — The under-mentioned gentlemen were this day called to the degree of Barrister-at-law by the Hon. Society of Lincoln's-inn—viz. John William Vernon Blackburn, Esq., (Honours in Legal Examination); Charles Savile Currer, Esq., M.A., Oxford; Walter Deeble Boger, Esq., B.A., Cambridge; Charles Beard Izard, Esq., B.A., Cambridge; William Henry Whittaker, Esq., B.A., Oxford; William Warren Streeten, Esq.; Alexander Stead, Esq., M.A., Oxford; William John Tapp, Esq.; William Christopher Valentine, Esq., S.C.L., Oxford; Francis Edmund Stacey, Esq., B.A., Cambridge; the Hon. George Pepys, M.A., Cambridge; Ernest Chaplin, Esq., B.A., Oxford; Richard Copley Christie, Esq., M.A., Oxford; John William Wilkins, Esq., and James Coleman Fitzpatrick, Esq., B.A., Dublin.

COURT OF CHANCERY.

Whereas it is proper that the accounts kept by the Accountant-General of this Court should be examined and compared in order to settle the same; and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant-General for the purposes aforesaid, I do order that the books of the said Accountant-General be closed from and after Thursday the 20th day of August next, to Wednesday the 28th day of October next inclusive, excepting upon the days and for the purposes hereinafter mentioned, in order to adjust the accounts of the suitors with the books kept at the Bank; and that during that time no draft for any money except as hereinafter provided, or certificate for any effects under the care and direction of this Court, be signed or delivered out by the said Accountant-General, or any stocks or annuities accepted or transferred by him relating to the suitors of this Court; and that no purchase, sale, or transfer be made by the said Accountant-General, unless the order, request, or registrar's certificate be left at his office on or before Monday the 10th day of August next; and that no order for payment of any money out of Court, which may be then in Court, be received at the Accountant-General's office after Wednesday the 12th day of August next. Provided, nevertheless, that the office of the said Accountant-General shall be open on Wednesday the 14th, Thursday the 15th, and Friday the 16th days of October next, for the delivery out of any regular interest drafts which have become payable in respect of the October dividends, and of any other regular interest drafts which shall have become payable during the closing of the office as aforesaid. And to the end that the suitors may have notice hereof, and apply to the Court as there shall be occasion, to have money paid to them out of the Bank, or stocks, or annuities transferred to them before the said 20th day of August next, I do order that this Order be entered and affixed up in the several offices of this Court. (Signed) CRANWORTH, C.

KENT LAW SOCIETY.

On Monday last, the 8th instant, the Annual Meeting of this Society was held at the Ship Tavern, Greenwich. Among the members present were Messrs. Smith and Tucker, Messrs. A. & W. Bristow, of Greenwich; Mr. Cole, of Sevenoaks; Mr. Robinson Latter, of Bromley; Mr. Case, Messrs. Monckton, Sen. & Jun., and Mr. Hoar, of Maidstone; Mr. Hilder, Mr. Wates, and Mr. Sharland, of Gravesend; Mr. Tassell, and Mr. Bathurst, of Faversham; Mr. Furley, Mr. Sankey, and Mr. Plummer, of Canterbury; Mr. Hulke, of Deal; Mr. Daniel, of Ramsgate, &c., &c.. Messrs. Wildes, Farrar, Bathurst, and Norton, were elected members of the Society.

The Secretary read reports upon the different Bills now before

cussion thereon they were referred to sub-committees to watch the same.

Parliament affecting the alteration in the law; and after dis-

Correspondence.

DUBLIN.—*(From our own Correspondent.)*

ECCLESIASTICAL COURTS—THE LORD CHANCELLOR'S BILL.

It must be gratifying to all who are interested in the amendment of the law, and the abolition of old-standing abuses, to find the long-contested question of ecclesiastical courts reform apparently on the eve of a satisfactory settlement. For a quarter of a century statesmen, lawyers, and the general public have been as nearly unanimous as could possibly be in reprobating the existing procedure, and more agreed than they ever were before on any subject in demanding the abolition of courts so thoroughly vicious in principle and in practice, as to find no disinterested defenders. At no period of history but this, and in no place but the British Islands, could so monstrous an abuse continue to flourish, after being universally condemned by all but those interested in its continuance. All efforts to reform or supersede the ecclesiastical courts have hitherto failed; and great caution, and at the same time great determination, must be exercised by the Government, or the present scheme will fail as did its predecessors. We have seen, or we could not have believed, that so small a number of men, fortified by the usage of centuries, as their best defence, but having the "sinews of war" largely available, should have successfully maintained their position for so long a time.

Now, opinions may differ as to whether the interests of the profession and those of the public are in other respects identical; but no one can doubt their complete identity of interest on the present question. The solicitors, as a body, are at present excluded from business for which they are in every way qualified, and which (unlike much business transacted now) is really remunerative to the practitioner. Nearly every member of the community is deeply interested, on the other hand, in the abolition of a monopoly which inevitably deprives his family on his death of a considerable portion of whatever property he may be able to leave for them. It remains to be seen whether a knot of two or three hundred individuals is once more to set at defiance the interests and convictions of an entire nation.

These remarks are suggested by the present state of the controversy; for the proctors in particular are leaving no stone unturned to retain their monopoly, or, failing that, to gain large compensation for the loss of their "Diana of the Ephesians." That they possess means of securing the advocacy of some portion of the press is perhaps not much to be wondered at. Some time since it was regarded as suspicious that the parliamentary interests of the Dublin proctors were so well looked after, and various explanations of the fact were current here. At the present moment no lack of energy in their defence is exhibited by these gentlemen; and they supply the want of available arguments by a "Defence Fund," to which each one of them contributes according to the amount of his year's business. On these, and on other grounds, therefore, it behoves your readers to make every exertion in order that the Lord Chancellor's Bill may be safely carried through the Lower House. Dangers innumerable beset its progress; secret, as well as declared, enemies will strain every nerve to defeat it; and the welfare of the many may yet be sacrificed to the selfish schemes of a determined few.

CHANCERY.—BERRY *v.* BERRY—PARAPHERNALIA.

A curious question arose in the course of this suit, which is one for the administration of the estate of the late Mr. J. M. Berry, a gentleman of large fortune, and a son-in-law of the Right Hon. T. C. Smith, the Master of the Rolls. This question related to certain jewels, of very great value, now in the possession of Mrs. Berry, widow of the deceased, and which the personal representatives of that gentleman sought to recover from her.

In giving judgment, the Lord Chancellor stated:—

"That the late Mr. Gibbons, of Ballynegall, in the county Westmeath, by his will, made in the year 1846, devised certain of his estates in such manner that Mr. J. W. M. Berry became entitled for life, with a jointuring power in favour of his wife, and after his estate the same properties were limited to go in the ordinary course of such settlements. The same will, after giving Mrs. Gibbons the power of taking any portion of the testator's personal chattels, according to her choice, bequeathed all the residue of his property to J. W. M. Berry; and it expressed the testator's hope that the estates which were so left should be disposed of so as to accompany the estates which were then settled. After the death of Mr. Gibbons, administration was granted to Mr. J. W. M. Berry. Mr. Gibbons had been the owner of the jewels now the subject of the present proceedings, and, after his death Mrs. Gibbons had had possession of them until the year 1851. In that year Mr. J. W. M. Berry, upon the occasion of his marriage, went to reside at Ballynegall House. His death took place in the month of December, 1855, when, having died intestate and without issue, his mother had obtained administration of his property. The jewels, which had been in the possession of Mrs. Gibbons, and afterwards placed, for safe custody, in the Bank of Ireland, were stated to have been given by Mrs. Gibbons, in the year 1851, to Mr. J. W. M. Berry, who was then owner of the estates, and worn by Mrs. Berry. They were of great value, estimated as worth several thousand pounds, and a list of them, in the handwriting of Mr. Gibbons, was produced, which had since been kept along with them. As to the ownership of these jewels, the question had been raised whether they were the property of Mr. J. W. M. Berry, given to him by his mother, she having taken them under the will of Mr. Gibbons, or, if so, whether Mr. J. W. M. Berry had given them to his wife, who now had them in her possession. Mrs. Berry, in whose favour the power of jointuring had been exercised, was, by her settlement, barred from taking any portion of the effects of the deceased, so that, if it was established that, subject to Mrs. Gibbons's life interest in the jewels, or in any other event, they became and continued the property of Mr. Berry, it was contended that they would now go to his mother, as sole next of kin of her late son."

After reviewing the facts of the case, the Chancellor dismissed the petition without costs, decreeing that Mrs. J. W. M. Berry was entitled to the jewels absolutely as paraphernalia.

EDINBURGH.—*(From our own Correspondent.)*

As the Lord Chancellor has frequently, in the course of the discussion upon the Divorce and Matrimonial Causes Bill, referred to the law of Scotland, as the source of principles and forms of procedure proposed to be imported into the law of England, it may be neither uninteresting nor uninstructive to your southern readers, first, to give a general view of the existing law of divorce in Scotland, and of the course of procedure in divorce cases; secondly, to point out what appear to be defects in the working of the Scotch system; and, thirdly, to contrast the Scotch system with that proposed to be introduced into England, and to remark upon the particular points in which the one system may appear to be preferable to the other.

Marriage being regarded by the law of Scotland as a simple consensual contract, except that it cannot be put an end to by mutual consent, the Courts of law there, as an almost necessary consequence, have always had the power of dissolving it by divorce. And as the advantages accruing upon divorce to those who may be in a position to demand it are very great, and as the forms of procedure for obtaining it are, on the whole, simple and inexpensive, actions of divorce, as might have been expected, are of frequent occurrence in the Courts of law in Scotland; and we have, in consequence, a good deal of experience on the subject here, which this journal may, perhaps, be the means of making more widely available in England than it has hitherto been, by eliciting discussion and explanation.

Divorce is permitted on either of two grounds—adultery, or wilful desertion for a period of four years. We shall, for the present, limit our observations to divorce on the first of these grounds.

Adultery is not only a ground on which divorce may be pronounced, but it is also considered by the law of Scotland as a crime, and any one guilty of it may be prosecuted and punished as a criminal, at the instance of the public prosecutor. It is true, however, that for many years adultery has not been made the subject of a criminal prosecution. Baron Hume, our greatest author on the subject of crimes, says:—"I think there is no room to doubt the wisdom of our law when it places this high breach of moral and social duty in the list of crimes, instead of classing it, as seems to be done in the English practice, in the rank of a mere civil trespass." And "to this provision of our law it was, perhaps, in a great measure owing (a thing not a little honourable to our practice, and which it were to be wished that we had still to boast of) that down to a late period the notion of the high wrong as commensurable with damages, or a pecuniary *solatium*, had never been heard of in any civil court."

We are happy to say that actions of *crim. con.* have never been common here; and if, as seems to be probable, they are now about to be abolished in England, whence, no doubt, we originally derived them, we trust that some Member of Parliament will take care that they are also abolished here.

Until the year 1830, an action of divorce required to be brought, in the first instance, before the Commissary Court, which is now matter of history, and could only be brought before the Court of Session, the Supreme Civil Court, (the constitution of which was explained shortly in a previous number)

by way of appeal. But in that year the Commissary Court, which was appropriated for the trial of these and certain other causes, was abolished, and such causes are now brought before one of the Lords Ordinary of the Court of Session, and if either of the parties are dissatisfied with his judgment, they have it in their power to submit it to the review of either division of the court. None of the inferior courts have any jurisdiction in these cases.

The law of Scotland has never recognised any distinction between the case of the husband and that of the wife, and an action of divorce is equally competent at the instance of the one as of the other.

The action is commenced by a writ, which is called a summons, in which the pursuer (plaintiff) sets forth distinctly and articulately the facts which are offered to be proved in support of the case, and concludes by craving to have the marriage dissolved, and decree of divorce pronounced. This writ is, of course, served on the defender (defendant) in the usual way; and if the action is meant to be resisted, defences are lodged, which may either consist of a simple denial of the pursuer's averments, or may contain such averments of fact and pleas in law as the defender means to rely on in defence to the action.

On the case being brought before a Lord Ordinary, as before mentioned, his first duty is to call the pursuer before him, and administer to him what is called the oath of calumny. The summons is read over to him, and he is then required to make oath, if the husband, "that he has just cause to insist in this action of divorce against the defender, his wife, because he believes she has been guilty of adultery, and that the facts stated in his libel, which has been read over to him, are true; that there has been no concert or collusion between him and the said defender, in raising this action, in order to obtain a divorce against her. Nor does he know, believe, or suspect that there has been any concert or agreement between any other person on his behalf, and the defendant or any other person on her behalf, with the view or for the purpose of obtaining such divorce."

The wife takes the same oath, *mutatis mutandis*.

The object of administering this oath is, as the terms of it sufficiently show, to exclude, if possible, all collusion between the parties, and to prevent them from availing themselves, without any proper cause, of the forms of law to procure a divorce; and it is manifestly of the utmost importance that collusion should be prevented. It is not usual or requisite in instituting judicial proceedings in Scotland, that they should be founded on affidavits as to the truth of the averments relied on, except in a very few special cases, which hardly form exceptions to the general rule. Supposing the pursuer to have successfully passed the ordeal of this oath, the averments of the parties in point of fact and law are finally adjusted, and put on record, and it is then the duty of the judge to examine the pleadings, in order to satisfy himself that the case is relevant; that is, that the facts averred are sufficient, if proved, to support the conclusions of the action, and to justify him in decreeing the divorce as craved. If he is satisfied on this point, he pronounces an interlocutor finding "the libel relevant," and allowing the parties a proof of their averments; the expression being synonymous with summons. The proof is taken on commission by a sheriff principal, who is generally styled sheriff commissary, because the old jurisdiction of the commissaries has been to a certain extent transferred to him. These sheriffs commissary ought to be, and, indeed, generally are, experienced lawyers. After both parties have led all the evidence they may have to bring, the proofs and the whole case are again laid before the Lord Ordinary, who hears the counsel for the parties, and pronounces such a judgment as he may think just. Should he find the adultery proved, the judgment pronounced is in the following terms:—"Finds facts, circumstances, and qualifications, proved relevant to infer the defender C. D.'s guilt of adultery with E. and F. mentioned in the libel and proof. Finds him guilty accordingly, and therefore divorces and separates the said C. D., defender, from the said A. B., pursuer, her society, fellowship, and company, in all time coming. Finds and declares that the said C. D., defender, has forfeited all the rights and privileges of a lawful husband, and that the said A. B., pursuer, is entitled to live single or marry any free man as if she had never been married to the said C. D., defender, or as if he were naturally dead."

This judgment may be brought under the revision of either division of the inner house of the Court of Session, and from thence may be carried by appeal to the House of Lords.

Such is the ordinary procedure in an action of divorce on the ground of adultery when the case is defended. When it is undefended, the procedure is nearly the same, and differs from the procedure in ordinary undefended causes in which decree is pronounced as craved as a matter of course if the defender does not appear and answer, the pursuer not being called upon to substantiate his averments in any way, the presumption being that the defender has nothing to say for himself if he has had due notice of the action, and does not object. For obvious reasons, a different practice has been established in actions for divorce, the pursuer in these being obliged to prove their cases whether the actions are defended or not.

Our limits forbid further notice of this subject at present. On a future occasion we shall resume it by endeavouring, as already indicated, to point out certain particulars in which, as it appears to us, experience has shown that the Scotch course of procedure, though generally satisfactory, is defective and capable of improvement, and which we think that those now legislating on the subject would do well to notice for the purpose of avoiding.

Review.

The New Joint-Stock Company Law, with Instructions how to form a Company; and herein of the Liabilities of persons engaged in so doing. By CHARLES WORDSWORTH, Esq., of the Inner Temple, Barrister-at-law, &c., &c. Shaw & Sons. 1856.

"One of the most remarkable circumstances or features of our age is, the energy with which the principle of combination, or of action by joint forces, by associated numbers, is manifesting itself. It may be said, without exaggeration, that everything is now done by societies," so writes Dr. Channing, and thus quotes Mr. Wordsworth, as an appropriate motto for the above treatise. It is not our intention here to discuss the good or the evil which the development of the principle has worked in this country, or to enlarge on the fact that the "joint forces" of knavery on the part of the promoters or managers, and of credulity on the part of the shareholders, have not unfrequently impelled a promising project in a direction towards Basinghall-street or the Court of Chancery. We would rather wish, on the present occasion, to say a few words on the legal position of trading partnerships, which have been suggested to us by the appearance of Mr. Wordsworth's Manual.

A certain mistiness prevails as to the character of companies which are *quasi* incorporated; and this among circles in which it could not have been reasonably expected to exist. No term whatever has been of late more frequently in the public mouth than "limited liability." The subject has been exhausted by essayists. Mr. Lowe has explained it in the House; the *Times*, after its custom, has delivered itself of sparkling and inaccurate leaders; the Law Amendment Society has reported upon it. And yet, with all these various aids, the unprofessional mind, at all events, has remained in a somewhat perplexed condition.

This uncertainty arises, we apprehend, from a forgetfulness of the way in which some elementary principles of the common law respecting corporations have been qualified with regard to certain associations by the course of legislation. Twenty years ago the *registered* joint-stock company—a species which now flourishes in such profusion—was unknown to the law. Prior to the date of the Joint-Stock Companies Act of 1844, though joint-stock companies in abundance existed, there were but two conditions of liability under which, in this country, combined capital could be brought into action in trading enterprises—for to these alone our remarks are intended to apply. One of these arose when two or more persons agreed between themselves to become partners in such an undertaking, either by way of a private firm, or in shares transferable without the consent of the copartners. The other arose when two or more *natural* persons became in law one *artificial* person; in other words, when such persons procured themselves to be "incorporated." If the first of these methods of partnership were chosen, certain well-known consequences followed by law. Each partner became the agent of the rest. Each member of the partnership became responsible, both in his person and his property, for its liabilities to their whole extent. Each member was obliged to sue and be sued, if contracts in which the partnership was party had to be put in action. On the other hand, if the second method were chosen, and a charter of incorporation obtained from the Crown—either in the exercise of the Royal prerogative *mero motu*, or moved thereto by the authority of an Act of Parliament—other consequences followed, which resulted from the partnership being then looked upon by the eye of the law as a single though artificial person. The corporate property, not

the persons or property of the members, became the fund on which the creditors had to rely. No implied agency arose with regard to the acts of any individual member or members—for the partnership was bound only by its own acts, properly authenticated (as the general rule) by its common seal; and if it became needful to put in action a contract, the plaintiff or the defendant was the corporation itself; and if cast in the suit, the judgment was against such corporation by name. It is not surprising that such opposite characteristics should have suggested the device of a cross between the two species of partnerships. It is only strange that such a compromise should not have been attempted much earlier than it was. The grievance which most pressed was the last peculiarity of the *un*incorporated partnership to which we have alluded. When there were many members it was felt intolerable that all must be joined in legal proceedings; for, up to very recent times, a mistake in the proper parties to an action was often of vital consequence. Hence it was that the first step in the direction towards *quasi* incorporated companies was to confer by private statute, on certain associations, the power of suing and being sued through their secretary or public officer. Then it was thought that another incident belonging to a corporation might advantageously be engrafted on certain unincorporated partnerships, consisting of a considerable number of members—viz. that the judgment should be against the company in lieu of the partner-defendants to the action; and that execution should only issue on such judgment against the private property, or against the person, of the individual partners, after due effort had been made to satisfy the judgment out of the common property. This stage of public feeling caused the statute of 7 Will. 4 & 1 Vict. c. 73, to be passed, by which her Majesty was empowered to grant to any company or body of persons, associated for any trading or other purposes whatever, *letters patent* conferring on them any privilege which, according to the common law, it would be competent to the Crown to grant by way of charter of incorporation. In this statute, there is moreover contained a provision that such letters patent may limit the common law liability of the members for the engagements and liabilities of the company to which they belong; and this has given rise to considerable complication, for the Board of Trade (through which department of the State these letters patent are obtained) in some cases expressly reserve the unlimited liability of the chartered company as at common law, and in others fix such liability at twice or three times the amount of its nominal capital. A few years after this statute came the first Joint-Stock Companies Act to which we have alluded (7 & 8 Vict. c. 110), intended chiefly to embrace partnerships of more than twenty-five persons, and those whose capital is divided into shares transferable without the express consent of all the copartners. To such companies the Act extended certain of the privileges of an incorporated partnership—as, in particular, the right to sue and be sued through the medium of a single individual, and that the judgment should be against the company instead of the members; but, on the other hand, the common-law liability of the members was expressly reserved, and such companies were subjected, for the first time, to a system of registration, and placed generally under the supervision of an officer appointed by Government. So matters remained (so far as the progressive assimilation of unincorporated to incorporated trading partnerships is concerned) till the Limited Liability Act of 1855, and the Joint-Stock Companies Act, 1856; of the latter of which measures Mr. Wordsworth truly says, that it made "a change the importance of which can in no degree be estimated, and the effects of which, on the mercantile community of this country, can in no degree be foretold."

Since this Act the state of the law in reference to trading undertakings carried on with combined capital seems to be as follows: They may be—1. Unincorporated common law partnerships. In these each member is, in his person and to the extent of his whole property, liable for the whole of the debts and engagements of the firm or company to which he belongs. 2. Partnerships incorporated by royal charter or by special Act of Parliament. In these the corporate property is the only fund available to creditors—the individual members are not liable at all. 3. Partnerships *quasi* incorporated—*i.e.* with letters patent—under 7 Will. 4 & 1 Vict. c. 73. In these each member is liable according to the terms of the patent—in some cases, in his person and property, and to the extent of the whole of their debts and engagements as at common law; in others, in his person and property to a defined amount exceeding the nominal capital; in others, again, only to the extent of his shares. 4. Partnerships of seven members or more, established, with limited liability, under the Joint-Stock Companies Act of 1856. We will state the position of each of the members of these last, in the words of Mr. Wordsworth himself:—

"This Act has also been called, whilst passing through Parliament, a Limited Liability Bill. This seems to be a misnomer. The company being constituted a corporation" [this is by s. 3, which enables seven persons or more, by complying with the requisitions of the Act as to registration and otherwise, to form themselves into an *incorporated* company, with or without limited liability], "its funds only are liable to creditors: the shareholders are in no respect liable to them, however much they may severally owe to the concern on their respective shares. Instead, therefore, of a limited liability measure, it might be more properly termed a 'No Liability Act.' It is only in the event of a company being unable to carry on business and wound up, that any question can arise as to the liability of shareholders, and that the provisions of ss. 61, 62, 63 will come into operation. But it is very often the case that all the capital subscribed by the shareholders is paid up at once, or is paid up before the time for winding up arrives; in such case, and supposing the company to be what is called 'limited,' there is no liability of any kind on the part of a shareholder, either to creditors, or to his co-shareholders."

The reader who has followed us through the comparison we have instituted between unincorporated and incorporated partnerships will perceive that the consequence of this statute has been to effect an assimilation between the two, under certain conditions. At least, it enables any seven persons, "associated for any lawful purpose," to acquire one of the most important characteristics of a corporation, without either charter from the Crown, Act of Parliament, or letters patent, but simply by their own act and deed. A most important change indeed, and one that seems, among other incidental results, to diminish *pro tanto* a hitherto important branch of the Royal prerogative.

There are subordinate complications of the subject on which we have not cared to touch, as not being within the compass of our space; for example, companies may establish themselves under the Joint-Stock Companies Act, 1856, *without* availing themselves of the exemption from liability; and these companies will be in much the same legal position as those registered originally under the 7 & 8 Vict. c. 110. Moreover, we might have said something as to the peculiar position in which banking and insurance companies are placed, both of them being excluded altogether from the operation of the Act of 1856, and the latter (those, of course, now newly to be formed) being deprived of the benefit of being registered at all; for the Act of 1844 is repealed, even as regards insurance companies (at least, so we understand the better opinion to be), owing to a blunder between the draftsman of the Bill and a member of Parliament, who would insist on the insertion of words to that effect, when there was no time to remedy the error. On these topics, however, as before observed, we cannot dwell; but we must find room to signify our approval of Mr. Wordsworth's Manual. It is, indeed, little more than an annotated edition of the Act itself. But the notes are full and practical, and cannot fail to be most useful to those who are ambitious to understand—"How to form a company, and herein of the liabilities of persons engaged in so doing."

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, June 5.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

In reply to a question from Earl STANHOPE, the LORD CHANCELLOR said, he did not anticipate, that, under the 37th clause of the Bill, there would be any increase of the judicial business of that House. In ninety-nine cases out of a hundred, the sanity or insanity of testators would be decided by a jury. If, however, there should be any complaint of misdirection, the matter might be brought before the Privy Council from the court below by writ of error.

The Earl of DONOUHMORE expressed his regret that no compensation was to be granted to proctors. He thought the proctors of York had an especial claim to compensation, for their court was abolished, and no substitute was provided, and the whole of the business which they had been in the habit of transacting would be entirely destroyed.

The LORD CHANCELLOR said, there had been exceedingly few petitions from the proctors on this subject; and that he believed arose from an honest feeling on their part that compensation in their case was impracticable. He thought no valid objections had been raised, and he therefore moved the third reading of the Bill.

The Bill was then read a third time, and passed.

Tuesday, June 9.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The House went into committee upon this Bill, which had been recommitted.

The LORD CHANCELLOR remarked that the 17th clause, as it now stood, provided that any wife deserted by her husband for two years should have a right to divorce *à mensâ et thoro*. Since the bill was printed, he had received a number of letters from husbands stating that a corresponding benefit ought to be given to them. He saw no reason why that request should not be complied with, and, therefore, he proposed to introduce words in line 12 giving a husband the same remedy if deserted by his wife as the clause now gave to a wife if deserted by her husband. Last session, great discussion took place as to whether, in the case of unjustifiable desertion, there ought not to be divorce *à vinculo matrimonii*, as was the law in Scotland. The committee decided in the negative, but their lordships thought that some relief ought to be given; and it was at his own suggestion, that, instead of being entitled to divorce *à mensâ et thoro* for desertion, a wife was to be simply enabled to petition the Court, and obtain an order for alimony. Since that time, he had changed his mind upon the point, and his objection to alimony was, that the husband might come back and deprive his wife of the relief granted by the Court.

Lord CAMPBELL did not object to the husband having the same right as the wife to obtain from a competent court on reasonable evidence a separation, equivalent to what was known to the law as a divorce *à mensâ et thoro*. With married persons there should be community of property as well as of persons; but when a new *status* was acquired by divorce *à mensâ et thoro*, the community of property ought to cease. The wife's property would then be protected, and they would hear no more of the cruel instances of husbands returning and sweeping away everything belonging to their deserted wives.

The amendment was agreed to.

Earl FITZWILLIAM said, a woman who was separated occupied a different position from a woman who was divorced. The general public did not understand the legal distinction between a divorce *à vinculo* and divorce *à mensâ et thoro*. He would, therefore, move to substitute the word "separation" for divorce *à mensâ et thoro*.

After a short conversation, the amendment, proposing to substitute the words "judicial separation" for "divorce *à mensâ et thoro*," was put and agreed to without a division.

Lord ST. LEONARDS said, he thought the alteration just made in the language of the law very objectionable. Every law student could easily ascertain what a divorce *à mensâ et thoro* was, but in none of the law books would he find any mention of "judicial separation." The alteration of words, however, did not alter the substance, and he still objected to the effect of the clause. He fully agreed that if a woman were abandoned by her husband she ought to have alimony, but he thought that if the husband came back to her, and was willing to fulfil the duties of a husband, alimony should cease, provided the Court that granted it considered the case a proper one for such a termination. The simple question was, whether a divorce *à mensâ et thoro* should be granted to any wife who had been deserted by her husband without sufficient excuse, or to a husband who had been deserted by his wife without sufficient cause. In his opinion the clause would open a wide door to abuse; and, believing it to have been the intention of the committee to adhere as nearly as possible to the law as it stood, while giving increased facilities to all classes of society for obtaining redress, he would move that this clause be struck out.

Their Lordships then divided—Contents, 76; non-contents, 37: majority, 39. Clause 17 was accordingly retained.

On Clause 22 the LORD CHANCELLOR said, their Lordships having come to the conclusion that there should be no action for criminal conversation, Lord St. Leonards had proposed that adultery should be made a misdemeanor. He had considered the case, and what occurred to him as the best mode of proceeding was not to constitute adultery a misdemeanor, there being many things which would make the working of such a law extremely difficult, and almost impracticable: for instance, they must make exceptions in cases in which it was not known to the adulterer that the woman was married; otherwise the law might be made a means of extorting money. The two objects which they ought to keep in view were, first of all, to make the commission of adultery less frequent; and, secondly, to take care that in proceedings for divorce *à vinculo matrimonii* there should be a *bonâ fide* resisting party. What he now proposed, with the view of effecting those objects, was, that any person who was seeking to obtain a divorce *à mensâ et thoro*, should not be at liberty, as he now was, to proceed against the wife alone, in the absence of the adulterer, unless the Court thought there were special reasons for making an exception, and should not be allowed to proceed against the adulterer alone in the absence of the wife; but that in every case in which a husband sought a divorce *à vinculo matrimonii*, on the ground of the adultery of the wife, the proceedings should be by petition to the court, making both defendants, and bringing the whole matter before the court, so that there would be a *bonâ fide* resistance. In proposing that there should be a fine not exceeding £10,000, his object was to indicate that the fine should not be a mere nominal one. What he now proposed, then, was, that in every case of this kind, instead of an action for criminal conversation, the facts should form the subject of a trial by jury; and that if the proceedings resulted in a decree of divorce against the wife, the adulterer should pay all the costs, and that the Court should impose on the paramour any fine that it thought proper, not exceeding £10,000.

Lord BROUGHAM entirely approved the substitute proposed for the action of *crim. con.* He preferred the infliction of a fine to making adultery a misdemeanour, on account of the danger of conspiracy which beset the latter course, and against which he was afraid that no sufficient security could be provided.

Earl GREY supported the clause; but he thought a fine alone was not a sufficient punishment. To the rich man a fine was nothing, and imprisonment ought to be added.

Lord CAMPBELL suggested that there should be no limit to the fine, but that it should be left to the court to apportion it according to the circumstances of the case and the means of the offender.

The clause was then agreed to.

The LORD CHANCELLOR proposed a clause after clause 25, providing for the imposition of a fine on adulterous parties.

The Bishop of OXFORD proposed, as an amendment, that the adulterous parties should be liable to "fine and imprisonment, or fine or imprisonment," and that it should be lawful to apply the fine to pay the whole or a portion of the costs of the proceedings.

The LORD CHANCELLOR could imagine nothing more revolting to the mind of a man whose wife had been unfaithful to him than the reflection that he could not obtain a divorce without subjecting her to imprisonment.

Lord BROUGHAM objected to the amendment, which gave a court power to inflict a heavy punishment of imprisonment without the intervention of a jury.

The Bishop of OXFORD observed, that, by a new clause which would be proposed, there would be a trial before a jury.

The committee then divided, when there appeared—For the amendment, 43; against it, 38: majority, 10.

The amendment was consequently carried, and the clause as thus amended was agreed to.

Upon clause 45, the clause in which, on the motion of the Archbishop of CANTERBURY, words were inserted prohibiting persons divorced after being proved guilty of adultery from marrying again,

The LORD CHANCELLOR proposed an amendment, the effect of which was to enable the respective parties on whose petition the marriage was dissolved to marry again, thus restoring the clause to its original intent: the noble and learned Lord contending, that nothing could be more scandalous than an Act of Parliament which would put the woman or the man in a position in which they must remain single, and thus necessarily forced by law into a state of prostitution.

The Archbishop of CANTERBURY opposed the amendment.

The Bishop of OXFORD said, the question was, whether they would give the party, by an act of sin, the opportunity of doing that which without an act of sin could not be done. When a man stole a piece of furniture they thought nothing of transporting him, and separating him from his wife; but when he committed the greater sin of adultery, they permitted him to marry again. The House divided—For the Lord Chancellor's amendment, 46; against, 24: majority, 22.

Lord WENSLEYDALE then moved to add a proviso that either party should not marry the person with whom the adultery was proved to have been committed, and the Court in its decree for a divorce was to name that person.

The Marquis of LANSDOWNE protested strongly against preventing women who had been divorced from marrying again. They allowed, he said, the burglar a chance of reform, and why, therefore, refuse it to the erring woman?

Lord CAMPBELL supported the proviso.

The committee divided—For the proviso, 28; against it, 37: majority, 9.

The remaining clauses were then agreed to, and the House resumed.

Lord REDESDALE gave notice that at a future stage of the Bill he should, with a view to meet the cases of Roman Catholics and other persons who had a conscientious objection to applying for a divorce *à vinculo*, move the insertion of a provision enabling persons presenting a petition for a divorce *à mensâ et thoro* to make the adulterer a party to the suit, and to petition that that divorce should be followed by penalties similar to those imposed in consequence of a divorce *à vinculo matrimonii*.

Thursday, June 11.

DIVORCE AND MATRIMONIAL CAUSES BILL.

Lord LYNDHURST gave notice that either on the report or the third reading of this Bill he should again propose the amendment which he moved when the Bill was in committee.

The Earl of DONOUGHMORE gave notice that at one or other of these stages he should repeat the amendment which he proposed to the 19th clause of the Bill as it originally stood.

TRUSTEES RELIEF BILL.

Lord ST. LEONARDS rose to propose an amendment of the law for the relief of trustees acting *bonâ fide* and without any benefit to themselves. Breaches of trust were of various natures; nine-tenths of them were produced through the instrumentality of *cestui que trust*, who besieged the unhappy trustee, and forced him to do something not within the scope of the trust deed. Under these circumstances certain persons, imagining that parties would be unwilling to become trustees, had entertained the idea of forming public companies for performing the duties of trustees. But a company would not hand over funds to parties without a degree of proof which no private trustee who was a friend of the family would think of asking for. Believing, therefore, that it would be most injurious to society that any company should undertake the duty of trustees, he was most anxious that the law should be placed in a position to induce private persons to undertake the office. With a view to this end, he proposed to lay upon their Lordships' table a Bill which related solely to trustees acting *bonâ fide* and without making profit to themselves, and it proposed to remedy, as to persons so situated, the results of certain acts of commission and of omission. As the law stood, if a trustee, by allowing a trust fund to remain in an improper state of investment, was the cause of a loss to his *cestui que trusts*, he was mulcted in that loss; but if on the other hand there was some gain to them also, he was not allowed to set-off the gain against the loss. The first clause in the Bill proposed to remedy that state of things, by allowing the loss to be balanced so far as it could be by the gain. The second clause provided that if a trustee should make any over-payment to a tenant for life with the knowledge of the remainder-man, the latter should not be permitted after the death of the tenant for life to proceed against the trustee in respect of such over-payment. Another liability to which trustees were subject arose in the case where they made payments to a person authorised to receive moneys under a power of attorney, and it happened that at the time of making the payment the party giving the power was dead. This was a manifest injustice when the trustee was not aware of the principal's death: this he proposed to remedy. He also proposed, that, in cases where there was a difficulty as to the question of investment, a trustee should not be liable in respect of any question which might arise upon that point where he had acted under the authority of the opinion of a Queen's Counsel. The Bill also contained provisions with reference to faults of omission, where a trustee allowed trust moneys or property to remain in the same state of investment as they were left by the testator appointing the trustee. With reference to these, he had inserted provisions freeing the trustee from liability, except where the testator expressly declared that the state of investment should be changed, or a tenant for life or remainder-man gave notice desiring it to be changed. He had also inserted a provision enabling trustees to obtain upon petition the opinion of courts of equity upon points of law. These were the chief provisions of the Bill which he laid upon the table.

Lord BROUGHAM would give this measure his considerate attention. He thought the best course of proceeding was not to attempt to throw the net too wide, so as to include all breaches of trust, but to extend the provisions of what was termed the Bankers Act to attorneys, stewards, paid agents, and all persons who stood in the relation of trustee, and to make malversation an offence subjecting them to prosecution, so that they would not be gainers by their offence. In this extension, he would include directors of companies committing a breach of trust either for their own benefit or for the benefit of those with whom they were connected.

Lord CAMPBELL regarded the bill now introduced as a very proper accompaniment of the penal measure introduced in the other House. It was as desirable that trustees who acted honestly should be protected, as it was that those who were guilty of frauds should be punished.

The LORD CHANCELLOR said, his noble and learned friend appeared to him to have undertaken a task which was impossible. He understood him to say that his object was to protect innocent trustees. Now, if the rules for the regulation of the conduct of trustees operated harshly, let them be altered either by the Court or by the Legislature; but let it not be declared that it was the duty of trustees to pursue a certain course, and at the same time that if they did not pursue it, they should be exempted from all serious consequences. The effect of that would be to declare that what had been a breach of trust hitherto should not be so in future.

The Bill was then read a first time.

HOUSE OF COMMONS.

Monday, June 8.

MORTMAIN LAWS.

The ATTORNEY-GENERAL, in answer to Mr. HADFIELD, said that he did not think the Government would be able to deal with the subject this session; but that if the Bill to amend the Mortmain Laws, of which his learned friend had given notice of his intention to re-introduce, was the same Bill he had brought in last session, he would support it.

MINISTRY OF JUSTICE.

Mr. BAINES, in reply to Mr. WARREN, said, that the Government did not deem it advisable to propose the re-appointment of the Committee appointed to consider the recommendations contained in the last Report of the Statute Law Commission during the present session, because they had now under their consideration—in consequence of an address agreed to by the House—the question of the establishment of a Department of Public Justice. If such a measure were ultimately determined upon, the supervision of current legislation, with a view to its correction and improvement, would doubtless be included in the functions of the proposed department.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

This Bill was brought down from the Lords, and read a first time.

JOINT-STOCK COMPANIES BILL.

This Bill passed through committee.

FRAUDULENT TRUSTEES, &c., BILL.

The ATTORNEY-GENERAL moved the second reading of this Bill.

Mr. Serjeant KINGLAKE called the attention of the Attorney-General to the fact that the 1st clause attempted to deal, for the first time, with what were called ordinary breaches of trust, where the trustee employed the trust money for his own benefit, and with the intention of defrauding the parties entitled, but it did not touch the act that was the cause of the fraud. He would suggest to his hon. and learned friend whether it would not be better at once to apply the axe to the root of the evil, and remove those facilities which the present state of the law afforded to trustees of using trust moneys for their own benefit, by making it a criminal act to use trust money in any way for other than trust purposes? The Bill touched fraud, and fraud alone, but left untouched the act which was the fertile cause of the fraud. If they meant to protect the honest trustee, they would interdict the act in which the fraud alone could originate. Again, no person could, under this Bill, be tried on an indictment for intent to commit fraud, unless a court of equity, a judge, or the Attorney-General decided that there were grounds for instituting such a proceeding. This was unfair to the accused, and would place the judge or the Attorney-General in an invidious position, by calling upon him to prejudge the case.

Mr. ROLT said, he would only trouble the House with a few observations illustrative of the objections he entertained to that part of the Bill which dealt with offences committed by trustees. His first objection was, that the Bill as it stood would infallibly lead to deterring gentlemen of character and responsibility from accepting the office of trustee in cases of complicated trusts. The offence of a trustee under the Bill was that of a person appropriating money or other property of which

he was by law the owner, but which in fact belonged to another, and appropriating it for his own benefit, against good faith, and with intent to defraud. Those latter words would either reduce the Act to a nullity, or be of no effect at all. He did not know how the intent to defraud was to be proved. In ninety-nine cases out of a hundred, a breach of trust was committed with an intention to replace the money. The distinction which he drew was between offences in cases in which a person was intrusted with money, and those in which they were intrusted with stock and such securities. In the latter case, the offence of breach of trust was far greater, inasmuch as it partook of forgery and theft; while in the former it was only in the nature of criminal insolvency, which offence could be dealt with by the Courts of Bankruptcy and Insolvency. He objected to dealing with this kind of offence by an exceptional law, merely because of the occurrence of recent cases of great frauds, which had created a kind of panic with regard to this offence. Take the case of a trustee, whose duty it was to collect money under a trust, and not to invest it until a certain event had happened. In that case, it was his duty to keep the money separate from his own, and yet the most innocent person might mix it up with his own. That was not a criminal, though it might be a legal, breach of trust. The next step was, that such a man drew the money, and applied it to his own purposes; but even that might not be a criminal offence, because he intended to restore it; but if he failed to do so, then he became criminally, and grossly criminally, insolvent. Let the law of criminal insolvency be properly adjusted, and this offence would come under that head, and be properly dealt with. Another case to which the Bill applied was that of a man who, being engaged in merchandise, made his will, directing his property to be realised at his death, and who, dying sooner than he expected, left adult and infant children, the adults being trustees under his will; and they finding that if the property was realised at once, the assets for division would be small; but that if the trade was carried on, there was every chance of their becoming considerable, and failure followed. That was a case which might fall within the category of this Bill. But even if it did not, the enactments of the Bill were such that they might lead to accusations and imputations on trustees which would render it impossible for any sensitive man to undertake the duties of a trust. There were other branches of the Bill which were open to similar objections, and he thought that the part which referred the question of indicting for an offence committed under the Bill to the consideration of the Attorney-General or some one of the judges, would not remove a difficulty which existed in carrying it out. The Bill required careful consideration; and if the objections to which he had adverted could not be lessened in committee, he felt confident that the Bill would lead to the creation of some Government board or some legal tribunal for the fulfilment of all trusts, neither of which, he thought, would be beneficial to the country.

The ATTORNEY-GENERAL, in reply to Mr. Serjeant KINGLAKE, said, that he did not exactly know how he was to interdict the source of this crime, so long as the relation between trustee and *cestui que trust* existed; and if he did attempt to interdict its source, he should fall under the censure of his other hon. and learned friend, whose only alarm was lest the Bill should lead to the annihilation of the office of trustee, and to the appointment of a Government officer or board, which should supersede all private trustees. If the learned Serjeant would try, by a palpable enactment, to interdict the source of this crime, he should be happy to consider it. As to the other point to which the learned Serjeant had referred—namely, the 12th clause of the Bill—he did not know how to meet the difficulty, except by placing it in the power of a law officer of the Crown or a judge to examine, upon affidavit or otherwise, into a charge of fraudulent breach of trust, and to ascertain whether there was reasonable ground for such a charge. His hon. and learned friend (Mr. Rolt) had said that this Bill had been introduced in consequence of recent events; but he had carefully guarded himself against that imputation in bringing in the Bill. The existing state of things was a blot on our jurisprudence which had been very long felt. He was aware that the Bill would require amendment, but he trusted that it would leave the House as something worthy to be added to the legislation of the country, and that it would meet a great evil, and remove a great opprobrium which rested on the jurisprudence of this country.

The Bill was then read a second time.

THE JOINT-STOCK COMPANIES ACT AMENDMENT BILL.

This Bill went through committee *pro formâ*, for the purpose of introducing amendments.

MARRIED WOMEN'S REVERSIONARY INTEREST BILL.

This Bill was read a second time; Sir E. PERRY giving notice that in committee he should propose an amendment enabling married women to retain their right to reversionary property.

Tuesday, June 9.

CRIMINAL LAW.

Mr. M'MAHON gave notice that he should, on June 30, move for leave to bring in a Bill to allow new trials in criminal cases, and in other respects to amend the criminal law.

CONSOLIDATION OF THE STATUTES.

Mr. BAINES (in answer to Mr. POWELL) said, that the report of the Statute Law Commission was now ready, and would be laid upon the table in a few days; and that it was the intention of the Lord Chancellor, in a very few days, to bring in a series of Bills, which have been prepared under the advice of the Commissioners.

GRAND JURIES (METROPOLIS).

Sir F. THESIGER moved for leave to introduce a Bill to dispense with the attendance of Grand Juries at the Central Criminal Court, and at courts of General and Quarter Sessions, holden within the Metropolitan Police district, except in particular cases. He observed that some might view with apprehension the attempt to interfere with a venerable institution, regarded as essential to the fair and safe administration of criminal justice, and as an important safeguard to the liberty of the subject. But the alterations which had of comparatively late years taken place in the criminal law had largely diminished the usefulness of that institution in all cases, and in many rendered its necessity extremely questionable. This subject had attracted much of public attention for several years past. In 1849, the late Sir John Jervis introduced a Bill, which contained various provisions for the purpose of rendering the intervention of grand juries in criminal trials unnecessary. That Bill was referred to a select committee, by whom the evidence of several persons of great experience on the subject was taken, all of whom were unanimous in the opinion that grand juries should not be summoned within the metropolitan district. In 1852, the late Recorder of London, in a charge to the grand jury of the Central Criminal Court, said, that "it was unnecessary for them to have been called together to deal with the majority of the cases for trial which had undergone preliminary inquiry before the police-magistrates." In 1852 he (Sir F. Thesiger), as the Attorney-General of Lord Derby's Government, brought in a Bill to abolish grand juries in the metropolitan district, but it was withdrawn, in consequence of the early dissolution of Parliament in June. The observations he had made applied to grand juries in general; but he did not desire to interfere with grand juries in the country, and therefore proposed to confine his measure only to the metropolitan district. Grand juries, in their origin, performed the duties of public prosecutors; they presented crimes to the justices in eyre, and had the power of committing prisoners. From the time of Edward III., the functions of grand juries declined from their original jurisdiction, and they were changed into a tribunal only for preliminary inquiries as to whether there was a *primâ facie* case against prisoners charged with offences; but in the metropolitan districts there were police-magistrates of great legal knowledge, acting in sight of the public, who, in the case of accusations against persons charged with offences, made careful investigations, and decided whether there were sufficient grounds for sending parties accused for trial. One would have thought that was sufficient; but after that another preliminary inquiry took place before twenty-three gentlemen, who, with closed doors, and under an oath of secresy, and in the absence of the accused, considered and decided whether there was a *primâ facie* case against the prisoner. If the grand jury found a true bill, their labour was superfluous; and if they threw out a bill, their interference was generally mischievous. Witnesses were often tampered with, and induced to suppress evidence before a grand jury which had been given before a magistrate, and that could be done with perfect security, in consequence of the secresy of the tribunal. These circumstances had caused grand juries to be called "the hope of London thieves," for they gave an opportunity for the guilty to escape, and were no protection to the innocent. With regard to the throwing out of bills, that was not half the evil which occurred in the metropolitan district. There was hardly a session of the Central Criminal Court, or the Middlesex Sessions, without persons preferring indictments for misdemeanors, such as conspiracy, perjury, keeping gaming or disorderly houses, and so on, for the purpose of revenge or of extorting money. There

was a provision in the Central Criminal Court Act which laid down that no indictment, except for perjury, should be preferred at the Central Criminal Court, unless the party accused was in custody, or the prosecutor bound in recognisances; for which purpose, it was necessary for him to go before a magistrate. But as the Central Criminal Court only was mentioned in the Act, persons went to the Middlesex Sessions, preferred bills of indictment, and then removed them into the Central Criminal Court; so that no recognisances were necessary. The consequences of these proceedings were very alarming to the public. An innocent person might have the nerve to stand a public trial, and some such persons might be found who would pay large sums to buy off prosecutors and witnesses. If a party accused was guilty, he might do the same thing, and thus persons were found who made a trade of prosecutions. The remedy he proposed for this state of things was simple. He proposed that no case should be tried at the Central Criminal Court, or in the other courts within the metropolitan district, without a previous investigation by a police-magistrate, and that after that no inquiry by a grand jury should be necessary; and he proposed to dispense with the attendance of grand juries at the sessions in the metropolitan district altogether. There would be many subordinate advantages in this alteration. The saving of time and expense would be great. By his proposition, it would be arranged, that, before the sessions came on, the clerk of the indictments should prepare lists of cases, which would come on in their order, so that persons engaged in them would be able to know at what time it was necessary for them to attend. Without trespassing further on the House, it would suffice to say, that all persons who had paid attention to the subject—judges, grand juries themselves, barristers, solicitors, and magistrates—all concurred in opinion, that, within the metropolitan district, there was no necessity for assembling grand juries, but that, on the contrary, they were detrimental to public justice.

The ATTORNEY-GENERAL said his hon. and learned friend would have the cordial support of the Government in carrying his measure. It was a matter of regret, that, under cover of one of our most venerable institutions, means should have been used by which it became an instrument of obstruction and corruption in the administration of justice. The reason that the Government had not introduced a measure on this subject was, that they were desirous of introducing it in connection with the appointment of a public prosecutor, not as a particular officer, but as part of a general system, and which, but for the illness of the late Solicitor-General, would ere this have been before the House.

Mr. BOWYER did not rise to oppose the motion. At the same time, admitting the abuses which existed in the grand jury system, it behoved the House to consider with care such a change in the fundamental law of England as was proposed by the Bill. It was an innovation which allowed a man to be brought to trial for felony without the intervention of a grand jury, and merely at the will of a magistrate, removable at the pleasure of the Crown. All the greatest legal authorities of England had declared that no man could be put in jeopardy for life or limb otherwise than by the finding of 24 jurors—the finding of a bill by 12 jurors, and the conviction by 12 others. It had been said that in the case of proceedings before a grand jury, corruption might arise; but might not the same thing arise in proceedings before magistrates? The only way of preventing such corruption was the appointment of a public prosecutor, whose duty it would be to see persons brought to justice, and that no tampering took place.

The motion was then agreed to, and leave given to bring in the Bill.

WILLS OF BRITISH SUBJECTS ABROAD.

Sir F. KELLY, in moving for leave to bring in a Bill to give validity and effect to the wills of British subjects made abroad, said that as the law at present stood, in case a British subject made his will in strict conformity to the law of England, if it should turn out after his death that he had gone to reside abroad, and had continued permanently to reside in any foreign country or colony, the laws of which differed materially from the laws of England, his will would be liable to be set aside, and the property would pass to the next of kin or whoever might be entitled to it according to the law of the country to which he might be held to belong. It was well known that by the Act of 1837, which applied to personal as well as real property, any subject of the realm could make a will, provided it was executed by himself and attested by two witnesses, and thus dispose of his property. But this law was partially and most unduly controlled by certain proceedings and formalities in the courts of law, which had produced a state of things requiring alteration and remedy. He then instanced the cases of *Stanley* v. *Burns*, *Collier* v. *Revas*, and *Bremer* v. *Bremer*. He need not say that the decision in the latter case had excited the greatest alarm among British residents in France. As soon as it was known that he had given notice of his intention to bring forward this Bill, he had letters without number from British residents in France on the subject, and he had also had communication with many members of the legal profession in this country, and with some in France, and no one had yet been able to suggest to him the shadow of a reason why the will of a British subject, executed and attested according to British law, was to be set aside because the testator was residing in Paris or in Constantinople. Among the many mischiefs which would arise from this decision would be, that, whenever a British subject died abroad there would arise the most perplexing and intricate question, "Where was the testator domiciled?" And no sooner would it be decided that the domicile was in a foreign country than the question would arise, "What was the law of that foreign country?" Thus, if a British subject resided in Paris, and then at Milan, and then at two or three places in Germany, they would have to inquire into the law of France, of Austria, and of every state in Germany where the testator happened to have resided. These evils were so great, that he hoped the House would see the necessity of immediately putting an end to them. He proposed by this Bill, to enact that all wills and codicils made by British subjects and duly attested according to the law of England, should be entitled to probate in this country, and should be valid and effectual in this country wherever the testator might have been domiciled. He did not propose to interfere with the law of any foreign country, or with the validity of any will executed in any country according to the laws of that country. The Bill contained a proviso, which he had introduced with some reluctance, that the Bill should only apply to wills made after the Bill had been passed. The hon. and learned gentleman concluded by moving for leave to bring in the Bill.

Mr. MALINS agreed with his hon. and learned friend that the evil was one of immense magnitude. The decision in *Bremer* v. *Bremer* was one that had taken the profession by surprise. The testatrix had resided for fifteen years in France, but was in every other respect an English subject, and yet, by this decision, was regarded as a foreigner.

The ATTORNEY-GENERAL said, the subject was not only interesting to lawyers, but was one of general importance, and one upon which every gentleman who heard him was perfectly able to appreciate, and to form his opinion. While stating that Government would offer no opposition to the introduction of the Bill, he would take the liberty of calling the attention of the House to the difficulties attending the subject. Hon. members would agree with him that it was extremely desirable for the residents of every country to preserve untouched and unimpaired those maxims of law which were of general application. There was a general maxim which had prevailed in Europe from the earliest times, from the time of the first establishment of the Roman law, which was, *Mobilia sequuntur personam*. It was in consequence of that maxim that the question of the rights of succession fell naturally within the jurisdiction of the courts of the country where the testator was resident at the time of his death. That was an universal rule in all countries in civilised Europe, and accordingly they claimed of us, and we conceded to them, that the courts of the country should determine on the rights of succession to, and the distribution of, personal estate of persons dying in that country. It necessarily followed that those courts had a right to determine questions of intestacy. Now, if there was a general consent to withdraw that right, as proposed by the Bill of his hon. and learned friend, then there would be no objection to it. But whilst there was a want of this common consent, he should hesitate very much to make England the exception. What Sir F. Kelly dilated upon as an inconvenience, was one which his Bill would not, in the smallest degree, touch. The inconvenience was the uncertainty of the law of domicile. He thought what the intention of the Legislature should be directed to was, the laying down of a rule by which questions of domicile should be determined, rather than an attempt to make a departure from that general maxim. Now, while they were desirous of relieving themselves from that inconvenience, and of preventing some cases of hardship which would always accompany the establishing and abiding by a general rule, let him beg of them to observe some of the evils which their exceptional legislation might introduce. Suppose a person died in France, possessed of personal property in both countries, that he had £20,000 in the French funds, and £20,000 in the English funds—the result would be, that they would be

claiming a right to give effect to a will operative under their exceptional law, but of no validity at all according to the French law. The French tribunal would insist upon the distribution of the property as if there were an intestacy. There would be ten times the difficulty, ten times the amount of inconvenience, by their departing from an universal system in attempting to set up a peculiar rule of their own. He had been earnestly desirous to see rules of procedure and rules of administration made common to us and the other nations of Europe, now that the interchange between the countries of Europe was so easy, so rapid, and so general, and that the decisions of the Courts of one country might be accepted by the Courts of another. But if we set up our own peculiar law in opposition to the general law, we should interpose a great obstacle to the attainment of this end. It was not the wish of the Government for one single moment to withdraw this question from the consideration of the House, but he trusted they would treat it on general principles. Unless they improved not only the jurisprudence of this, but of other countries, they would only increase the mischief.

Mr. SLANEY asked if the Bill would have the effect of putting the law of England in direct opposition to the law of other countries, because if a man died in France his property, according to the law of that country, would be distributed in certain proportions.

Sir F. KELLY did not contemplate interfering in any way with the law of any foreign country. If an English subject made a will, and an English court of competent jurisdiction granted probate of it, the French courts, for instance, would give it full effect. That was the rule of most other countries, by what was called the comity of nations. But if the foreign law under any peculiar circumstances would not recognise or give effect to an English probate, the course which he was proposing would not in any way interfere with the administration of the law in that country. The Bill only contemplated dealing with property locally situated within the jurisdiction of our own courts. The question raised was not one of law, but of policy, with regard to which every hon. member was competent to form an opinion. The case was this. Suppose a gentleman made a will in this country, by which he divided amongst his daughters his personalty, amounting, say, to £20,000 or £30,000, his son being provided for by a real estate of £20,000 a year. Now, suppose that that gentleman went abroad on account of his health, with the intention of residing permanently in a southern climate—as the law stood, the will would be set aside, being in the English form and the testator having lost his English domicile. The heir-at-law would thus take not only the real estate but the personalty. The object of the Bill was to remedy that state of things.

Mr. BOWYER regretted that the approval of the Attorney-General had expressed of the Bill was only a modified one. The only objection to which the measure was really open was, that it did not go far enough. He hoped it would be enacted, that, if a document was executed according to the *lex loci* it should be valid everywhere; for if they did that, they would at once dispose of at least two-thirds of all the difficult questions that arose with regard to domicile. At the same time, it would be very convenient and desirable to give English subjects abroad the option of executing their wills either according to the *lex loci*, or in the English form. As matters stood no one was safe who did not follow the example of Lord Brougham, and execute a will in both forms.

Leave was then given.

CONVEYANCE OF LAND FOR CHARITABLE USES.

Mr. ATHERTON, in moving for leave to bring in a Bill to amend the mortmain law relating to the conveyance of lands for charitable uses, observed that the measure related to lands which had been devoted to charitable or religious uses, and to those which might hereafter be devoted to such uses. The hon. and learned member, after referring to the evils which existed previous to the passing of the Mortmain Act, said the main object of that Act was to prevent those death-bed bequests of lands to charitable and religious uses which prevailed in the earlier mortmain times. That Act provided that no land should be dedicated to charitable uses except by deed, and with that part of the law he did not propose to interfere. Lord Hardwicke's Act imposed certain restrictions with reference to the dedication of land to these purposes by deed — to conveyances to charitable trusts made upon a full and valuable money consideration—and to transfers made without a money consideration. These two dedications stood on a very different footing; and in this view he was supported by the recommendation of the committee which sat in 1852. He proposed to make a distinction between deeds already executed and deeds hereafter to be excuted. With respect to any past deed he proposed to dispense with the provision that it should have been executed in the presence of two witnesses—that it should have been inrolled within six months after its execution—and that the deed should be without reservation, trust, or agreement, for the benefit of the grantor or person claiming under him. But he proposed to make it a condition that deeds already executed should have been, or should hereafter be, inrolled within twelve months after such execution. It was of great importance that there should be some means of ascertaining how much land had been withdrawn from circulation, if the term might be used, and dedicated to charitable purposes, and also the object and nature of the trusts created. With respect to the conveyance of lands without valuable consideration, he proposed that the deed should be executed twelve months before the death of the grantor. He also proposed to dispense with certain requirements under the Mortmain Act, and to allow a conveyance of land to charitable uses to be good, although it might contain the reservation of a nominal rent, of minerals, of an easement in favour of the grantor, and some other conditions of a similar nature. One object of the Bill was to enable deeds already executed and not inrolled to be, under certain restrictions, subjected to that formality. In fact, the title to many charity properties was in a very unsettled state, through the non-compliance with the statute of Geo. II. These titles it was desirable to clear, and the clearance was therefore one of the objects of the Bill. Such were the main points of the Bill which he now asked the leave of the House to bring in.

Leave was given to bring in the Bill.

JOINT-STOCK COMPANIES BILL.

Mr. WHITESIDE opposed the third reading. He was quite sure the Attorney-General could not be aware of the injustice the measure would perpetrate. The object was not to reconcile any conflict between the Bankruptcy Court and the Court of Chancery, but to enable the shareholders in the Tipperary and British Banks to get rid of their liability. Under an old Act of the Irish Parliament every shareholder in a joint-stock bank was liable to the whole extent of his property. When the Agricultural Bank of Ireland failed some years since, Sir M. O'Loghlen, the Master, decided that the Act applied; and every creditor got twenty shillings in the pound. When the Tipperary Bank failed, the creditors thought they had the same remedy; but the Lord Chancellor of Ireland dismissed the Bill. An appeal against that decision was now pending in the House of Lords, and a petition had been presented to the House by these appellants, praying that their existing rights might not be interfered with. He hoped that if the Attorney-General determined to proceed with the Bill, he would at least insert a clause to exempt Ireland from the operation of it.

Mr. MALINS said that the Bill before the House was founded in justice and common sense, and he was surprised to hear that any one opposed it.

Mr. BAGWELL contended that the Bill would cut off the creditors from their just rights. In the case of the Tipperary Bank he thought it was a gross robbery.

The ATTORNEY-GENERAL, in answer to a question from Mr. Spooner, said the Bill would not affect the appeal of the creditors of the Tipperary Bank in any one particular. If they chose to give up their right of appeal, they could do so; if they chose to prosecute it, there was nothing in this Bill to prevent them.

The Bill was then read a third time and passed.

Thursday, June 11.

JOINT-STOCK COMPANIES ACT AMENDMENT BILL.

The House went into committee on this Bill.

Mr. AYRTON suggested the insertion of some general clause, providing that shares in all companies should be transferred by an instrument in writing, not a deed.

Mr. LOWE said the Bill was strictly limited to the case of joint-stock companies which had come in under the Act of last year. Such a provision as had been suggested could not, therefore, properly be introduced into the present measure. The subject, however, should receive his attention.

The Bill was reported without amendment to the House.

PRIVATE BILLS.

(From a Correspondent.)

The last week has been a revival of the old times of 1846. Twenty committees were sitting at once, and in all directions solicitors and their clerks were to be seen rushing about the lobby, searching in vain for their counsel; and as it generally

happens in times of extreme pressure, a learned gentleman who was wanted in room 20 was addressing a committee in room 1, and his junior in the case was addressing a committee in room 15, and the committee in room 20 was impatient; and, in fact, there was a perfect chaos as regarded business. Still, things always come right somehow, and the business is got through before the end of the session.

The great broad and narrow gauge fight between the Southampton, Bristol, and South Wales Company and the South Western is over, the latter company having succeeded in beating their opponents. Our readers will remember that the Southampton, Bristol, and South Wales Company endeavoured to get power to extend the broad gauge from Salisbury to Southampton. Twelve days have been occupied in the contest, and to the surprise of all parties the committee decided against the broad guage *without calling on the South Western Company for their reply.* A very important decision was given by this committee as regards the proof of the *bona fides* of the subscription contract under the 121st Standing Order. The usual practice has been for the opponents to call the subscribers and examine such of them as they suspect of having lent their names without paying their money, and by this means to impeach the contract. The South Western Company however, did not take this step, but they gave notice to the chairman, Sir John Mill, that he would, on cross-examination by their counsel, be questioned as to the contract, and warning him to produce all books and papers necessary. Sir John Mill, however, did not do so, and after the point had been argued by counsel on both sides the chairman decided that the promoters of the new line should put some of the directors into the box to prove the general *bona fides* of the subscriptions, and that the opponents might cross-examine them. This course was pursued, and the decision will, no doubt, be used as a precedent on future occasions.

The preamble of the North Level (miscalled last week the North Leeds,) Drainage Bill is declared proved, with a slight exception, after a protracted fight; and the case will be finally settled on Monday, in all probability; when the Committee will commence on the Norfolk Estuary Bill.

The Committee on the Kent Group have granted a small piece of territory to the East Kent at starting, by passing the Herne Bay and Faversham line; and now that Company and the South Eastern are fighting hard for the independent line from London to Rochester.

In the Liverpool Room, the Mersey case is concluded, and the "Birkenhead Docks Construction" Bill is being heard. No decision can be expected for several days.

The Lancaster and Carlisle and North-Western battle, which, as was before stated, is a contest between the Great Northern and North-Western Companies, is still raging fiercely.

The Mid-Sussex Railway Bill has been passed by Sir John Trollope's Committee. The Report, however, states that out of the subscribed capital—£117,500—the contractor, Mr. McCormick, subscribes £114,000.

The Ely Tidal Harbour case is concluded. The rival parties have come to terms. The Committee have passed the Bill, and will take the Taff Vale Bill on Monday next.

The Tweed Fisheries Bills are occupying no little of the attention of our Northern friends, and the evidence is of a kind which makes one think of mountain streams, and warm, cloudy days.

The fight between the Great Southern and Western, and Midland Great Western Railways of Ireland Companies, does not flag at present, and it is almost a pity that the two companies could not have settled their point of junction without such a ruinous expenditure of ready money, which article, generally, is not found to be a drug in the Emerald Isle. The Redpath Bill (Great Northern Capital) has passed the Committee, and the Company will be enabled to replace the money which they were robbed of. By the bye, some one put an e final to the word "virtù" last week; and your readers will agree that the word, as regards Mr. Redpath, should be kept as distinct as possible from "virtue."

Court Papers.

House of Lords.

CAUSES.

Wightwick *v.* Lord. (*To be considered June* 13, *at* 1.30.)
The President, &c., of the College of St. Mary Magdalen, Oxford *v.* The Attorney-General et al. (*Ditto.*)
Ridgway *v.* Wharton. (*To be re-argued June* 15.)
O'Flaherty et al. *v.* M'Dowell et al., ex parte as to certain Respondents. (*Appointed for hearing June* 15.)
Gammell et al. *v.* Her Majesty's Commissioners of Woods, &c., and the Lord Advocate for Scotland. (*Appointed for re-hearing June* 23.)

Privy Council.

JUDICIAL COMMITTEE.—JUNE, 1857.

The Judicial Committee will commence sitting for the dispatch of business on Monday, the 15th day of June, 1857, at half-past Ten, A. M.

Appellants.	Respondents.	Whence.	Solicitors or Proctors. Appellants.	Solicitors or Proctors. Respondents.	Observations.
Goorsochurn Sein...	Radhanauth Sein & Others	Bengal..	Loftus & Young	Clarke & Morice	
Lawrence..	Roney.....	Isle of Man	Hopwood & Son...	Freshfields	
Boardman & Avison	Quale and Quirk ...	Ditto	Sudlow & Co....	Nelson	
Labouchere & Others	Tupper and Others.....	Ditto	Tilleard & Co....	Freshfields	
Bunny.....	Hart	New Zealand	Appellant in person	Lawrance, Plews, & Boyer	
Aga Mahomed Rahim Sherazee	Meerza Ally Mahomed Shoostry	Bombay ...	Rowland & Hacon	Fuller & Saltwell	
Billing.....	Davy and Robinson	Mauritius..	Peddall ...	Farrer, Ouvry, & Co.	Further directions.
Melas	Powell and Dyke ...	Admiralty Prize Ct.	Bathurst	...	Cargo ex *Ercole*—Mtn. for leave to prosecute Appeal.
Melas	Parker and Dyke ...	Ditto	Bathurst...	...	Cargo ex *Constantine*—Mtn. for leave to prosecute Appl.
Melas	Popplewell & Dyke	Ditto	Bathurst...	...	Cargo ex *Ayos Caralambos*.—Ditto.
Sorenson..	O. S. L. the Queen...	Ditto	Rothery ...	Townsend	Ship *Baltica.*
Jobson ...	Jay	Admlty. Court	Rothery	Jenner ...	Ship *Pensher.*
Malcolmson.....	Van Gyn ...	Ditto	F. Clarkson ...	Rothery	Ship *Sylph.*
Brown.....	Davenport & Livsey	Exchequer & Prerogative Court of York ...	Glennie	...	Motion for leave to prosecute Appeal.
Prinsep & the East India Co.	Dyce Sombre and Others..	Prerogative Court of Canterbury	Middleton...	Townsend.	Objection to the Registrar's Report on Taxation of Costs.

PATENT.

Warlich's Patent Prolongation (Manufacture of Fuel), to be heard 22nd June, at half-past 10 a. m.

Queen's Bench.

NEW CASES.—TRINITY TERM, 1857.

NEW TRIAL PAPER.

Middlesex. Chapman *v.* Van Toll.
" Van Toll *v.* Chapman.
London. Trevis *v.* The South Eastern Railway Company.
" Ridear *v.* Salisbury.
" Henicky *v.* Earl and Others.
" Elder *v.* Beaumont.

TRIED DURING TERM.

Middlesex. Peyron and Another *v.* Kennard.
" Munro *v.* Butt.
" Randle *v.* Gould and Another.
" Read *v.* Plumer.

SPECIAL PAPER.

Sp. Case. Goodwin *v.* Noble and Others.
Dem. Poole *v.* The Timber Preserving Co.

Common Pleas.

This Court will, on Thursday the 18th, Thursday the 25th, Friday the 26th, Saturday the 27th, Monday the 29th, and Tuesday the 30th days of June instant, hold Sittings in Banco, and will proceed in disposing of the Cases in the New Trial and Demurrer Papers; and will also hold a Sitting in Banco on Saturday the 4th day of July next, and will then proceed to give judgment in the cases that will be standing over for the consideration of the Court.

Exchequer of Pleas.

SITTINGS at NISI PRIUS in Middlesex and London before the Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Trinity Term, 1857.

In Middlesex.

Saturday ..... June 13...Common Juries.
Monday..... " 15...Customs and Common Juries.
Tuesday ..... " 16
Wednesday..... " 17 } Inland Revenue and Common Juries.
Thursday..... " 18...Common Juries.

Friday	June	19	Special Juries and Common Juries, if necessary.
Saturday	,,	20	
Monday	,,	22	
Tuesday	,,	23	
Wednesday	,,	24	
Thursday	,,	25	
Friday	,,	26	
			In London.
Saturday	,,	27	Common Juries,
Monday	,,	29	
Tuesday	,,	30	
Wednesday	July	1	
Thursday	,,	2	
Friday	,,	3	Special Juries and Common Juries, if necessary.
Saturday	,,	4	
Monday	,,	6	
Tuesday	,,	7	
Wednesday	,,	8	
Thursday	,,	9	
Friday	,,	10	

The Court will sit at ten o'clock. There will be a second Court for the trial of Causes, if necessary.

NEW CASES—TRINITY TERM, 1857.
NEW TRIAL PAPER.

Baron Channell.....	Lindus *v.* Melrose and Another
,,	Day *v.* Orpwood
,,	Evans *v.* Wright
,,	May *v.* Stevens

This Court will hold Sittings on Friday the 26th day of June, and Tuesday the 7th day of July, and will at such Sittings proceed in giving judgment in all matters then standing for judgment.

Births, Marriages, and Deaths.

BIRTHS.

JENNINGS—On June 4, at Burton-upon-Trent, the wife of Edward B. Jennings, Esq., solicitor, of a son.

KELLOCK—On June 8, at Highfield, Totnes, the wife of Thomas Creaser Kellock, Esq., solicitor, of a daughter.

MARRIAGES.

BACON—HICKS—On June 9, at St. Pancras Church, William D'Arcy, youngest son of the late John Bacon, Esq., of Friern-house, Friern Barnet, Middlesex, to Eleanor, daughter of Leonard Hicks, Esq., of Paddock-lodge, Kentish-town, and Gray's-inn.

BRUCE—TAYLOR—On June 4, at the parish church, Clapham, by the Rev. J. H. Pollexfen, rector of St. Runwale's, Colchester, John Bruce, Esq., writer to the signet, Edinburgh, to Jessie, third daughter of the late Robert Taylor, Esq., of Broomland, in the Stewartry of Kircudbright.

HENSLEY—AMOS—On June 10, at St. Ippolyt's Church, by the Rev. William Amos, assisted by the Rev. James Amos, brothers of the bride, the Rev. Lewis Hensley, Fellow of Trinity College, Cambridge, and vicar of Hitchin, Hertfordshire, to Margaret Isabella, only daughter of Andrew Amos, Esq., of St. Ibb's, in the same county.

HOLMES—BROOKSBANK—On June 9, at St. Marylebone Church, by Rev. R. Shilleto, M.A., of Cambridge, Timothy Holmes, Esq., M.A., F.R.C.S., of 39, Curzon-street, Mayfair, to Sarah, only daughter of Thomas Brooksbank, Esq., of 11 Bentinck-terrace, Regent's-park, and Gray's-inn.

DEATHS.

HOLLOWAY—On June 5, at Porchester-terrace, William Holloway, Esq., of Lincoln's-inn, aged 52.

MELVILLE—On June 8, at 3 Windsor-crescent, St. Helier's, Jersey, in her 14th year, Barbara Frances Georgiana, the eldest daughter of M. L. Melville, Esq., of Lincoln's-inn, barrister-at-law, and late Her Majesty's Judge in the several Mixed Courts established at Sierra Leone, for the Suppression of the Slave Trade.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BENSON, Rev. CHRISTOPHER, Sendridge, Worcester, and JOHN ROGERS GRIFFITHS, Pilton, near Barnstaple, Esq., £403 : 10 : 7 Consols.—Claimed by Rev. CHRISTOPHER BENSON and JOHN ROGERS GRIFFITHS.

BOUCHER, CATHERINE, Holloway-ter., spinster, £50 Reduced.—Claimed by CATHERINE THOMAS, wife of WILLIAM THOMAS (formerly CATHERINE BOUCHER, spinster).

BULLOCK, THOMAS HARRISON, King's College, Cambridge, Esq., £96: 15: 11 Consols.—Claimed by Rev. THOMAS HARRISON BULLOCK (formerly Esq.).

BURFOOT, RICHARD GROSE, Temple, Gent., and Hon. Major HENNIKER, Captain 2nd Life Guards. £561 Reduced.—Claimed by WILLIAM WOOD FENNING and RICHARD ROBERT FENNING, administrators of RICHARD GROSE BURFOOT, the survivor.

DUNDAS, CHARLOTTE AMELIA, Hanover-sq., Middlesex, spinster, £286: 11: 4 New 3 per Cents.—Claimed by CHARLOTTE AMELIA FAWCETT, wife of RALPH THOMAS FAWCETT (formerly CHARLOTTE AMELIA DUNDAS, spinster).

FOWLE, THOMAS, and LAWRENCE STARNES, sen., both of Yalding, Kent., Gents., £85 : 13 : 7 New 3 per cents.—Claimed by WILLIAM ARKCOLL and THOMAS ROBERT CUTBUSH, acting executors of THOMAS FOWLE, the survivor.

GOODALL, Rev. JOSEPH, Provost of Eton College, Rev. RICHARD BATTISCOMBE, Windsor, and ISAAC ONSLOW SECKER, Lincoln's-inn, Esq., £278 : 3 : 3 Consols.—Claimed by RICHARD BATTISCOMBE and ISAAC ONSLOW SECKER, the survivors.

HARRISON, SARAH, Theresa-cots., Walham-green, widow, £100 New 3 per Cents.—Claimed by SARAH HARRISON.

HOLMES, JAMES, Douglas, Isle of Man, Esq., and ROBERT STEWART, Villa Marine, Isle of Man, Esq., £2,000 Consols.—Claimed by ELIZABETH MONA MURRAY, by order of the Court of Chancery.

HOWARD HENRY, Mill-end, Rickmansworth, Herts, Esq., and ELIZABETH HOWARD, his wife, £215 : 18 Consols.—Claimed by HENRY HOWARD and ELIZABETH HOWARD.

HUNTER, HENRY LANNOY, Beech-hill, Berks, Esq., and Sir CLAUDIUS STEPHEN HUNTER, Mortimer, Berks, Bart., £1,145 Consols.—Claimed by Sir CLAUDIUS STEPHEN PAUL HUNTER, Bart., acting executor of Sir CLAUDIUS STEPHEN HUNTER, Bart., the survivor.

JORDAN, JOSEPH, THOMAS HARRIS, and JOHN ROTHERHAM, all of Coventry, Esqs., £100 : 2 : 6 Consols.—Claimed by JOSEPH JORDAN and JOHN ROTHERHAM, the survivors.

LIDGOLD, SARAH, Stanmore, Middlesex, spinster, £100 Reduced.—Claimed by JAMES LIDGOLD, administrator.

OUVRY, SARAH AMELIA, Oxford-ter., Hyde-pk., widow, £333 : 6 : 8 Reduced.—Claimed by Rev. PETER THOMAS OUVRY and FREDERICK OUVRY, executors.

PEACH, Col. CHARLES, Idlicote, Warwickshire, £175 : 1 : 6 Consols.—Claimed by GEORGE LINDSEY, surviving executor.

PILCHER, THOMAS, Lewisham, Kent, Gent., £250 New 3 per Cents.—Claimed by THOMAS PILCHER.

SHELDON, WILLIAM, Bexley-heath, tinman, deceased, MARY SHELDON, his wife, and ISAAC SHELDON, Bexley-heath, Gent., £20 : 12 Reduced.—Claimed by ANN SHELDON, spinster, sole executrix of ISAAC SHELDON, who was sole executor of WILLIAM SHELDON, the survivor.

TAYLOR, JOHN, Carshalton-park, Surrey, WILLIAM WILSON, Mincing-la., London, and JOHN BATE CARDALE, Bedford-row, Esqs., £153 : 4 : 6 Reduced.—Claimed by WILLIAM WILSON and JOHN BATE CARDALE, the survivors.

THOMSON, JAMES, Devonshire-st., Marylebone, architect, FREDERICK WILKINSON, Ewbank-grove, Peckham, Gent., JOSEPH THOMAS, Wallbrook-row, Hoxton, brazier, and SARAH THOMAS, his wife, £70 : 4 : 7 Consols.—Claimed by JAMES THOMSON, FREDERICK WILKINSON, JOSEPH THOMAS, and SARAH THOMAS.

WALLACE, ROBERT, Kelly-house, Glasgow, Esq., and Rev. EDWARD FANE, Fulbeck, Lincolnshire, £115 : 18 : 11 Consols.—Claimed by Rev. EDWARD FANE, the survivor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

CRAMP, JOHN (who died in Feb. 1854), late of Lamberhurst, Sussex, Gent. Next of kin to come in and prove their claims, on or before July 6, at V. C. Wood's Chambers.

MACDONALD, DONALD, son of a Captain in the Old Fifeshire Militia when disbanded in 1803.—He or (if dead) his next of kin to apply to Churchill Longman, Esq., solicitor, 68 Old Broad-st., London.

MULLER, MARY (married to EDMOND THEODORE COUNT LE DOULCET DE MERE).—She or (if dead) her next of kin to apply to Mr. Wouter Van Weerden, Hague; Mr. John Van Voorst, 1 Paternoster-row; or Messrs. F. H. & A. Collier, 14 New Broad-st., London.

REEVES, JOHN (formerly of 19 Lombard-st.) or THOMAS REEVES, silversmith, Little Britain.—Relations are requested to communicate with John Reeves, Gillingham, Dorset.

WILLIAMS, Mrs. MARY ANN, late of Birmingham, formerly MARY ANN MARSTON, widow, and previously to her first marriage MARY ANN RICHARDS, spinster, granddaughter of JOHN RICHARDS, late of Birmingham, deceased.—She or (if dead) her next of kin to apply to Messrs. Lambert, Whitmore, & Hampton, solicitors, 7 John-st., Bedford-row, London.

Money Market.

CITY, FRIDAY EVENING.

The English Funds have been firm during the week, and closed this afternoon at an advance of from $\frac{1}{8}$ to $\frac{1}{4}$ per cent. Foreign Securities also show a tendency to improvement. Turkish 6 per cents. have advanced to 96 per cent. for the account. The demand for money is moderate. Neither the Bank of England nor the Bank of France has made any alteration in the rate of discount. The arrivals of bullion during the week have amounted to about £500,000. The demand for silver continues very active both in France and England, for exportation to the East. From the Bank of England return for the week ending 6th June, 1857, which we give below, it appears that the amount of notes in circulation is £18,785,980, being a decrease of £291,495, and the stock of bullion in both departments is £10,290,649, showing an increase of £258,247, when compared with the previous return. The monthly return of the Bank of France, which was completed to yesterday, and signed, for the first time, by M. de Germiny, the new governor, is considered to be favourable.

The advices from the south of Europe concur in representing that the silk crop has again failed, in an equal degree with last year. Being the sole resource of a large number of persons, great privation will be felt. Special efforts had been made to secure a favourable result by purchasing eggs in the most promising districts, and the loss and destitution is thereby increased. The last advices from China also speak of a failure in the first crop of Canton silk.

At the recent meeting of a deputation of railway shareholders with Lord Stanley, president, and Mr. Lowe, vice-president of the Board of Trade, many very important statements were made. It was stated that the railway property amounts to £300,000,000 and that the average rate of profit is not more than £3 12s. 4d. per cent. It was stated, that in the case of the Chester and Holyhead line, it was required by the Government that an iron tubular bridge should be constructed at a great expense, when a wooden bridge would have been equally serviceable. It was stated, as a matter of great regret, that the plans of Lord

Dalhousie, twelve years ago, were not carried out, which were understood to be the establishment of a responsible board to take cognisance of railways; and Lord Stanley observed that it was obvious the department over which he presided thought so, because the proposition was made by those who were at the head of that department; but he would remind the deputation that when Lord Dalhousie made a proposition to that effect, it met with the most strenuous opposition from the railway proprietors, and he would say that it was not at all likely that Parliament would transfer the power it now possessed to the Board of Trade. He would ask the deputation whether they believed that the railway interest would prefer submitting itself to the control of the Board of Trade, rather than to Parliament. It was replied that railway proprietors did not look at their position in 1857, as they did in 1845. If there were a Board of Trade that took cognizance of railways, it would be a body they could confer with, and one that would be responsible to the country. It might be brought in aid of the Parliamentary Committees, and might exercise a practical control over them. Railway proprietors did not wish to abrogate the authority of the 654 members of the House of Commons, but to adopt some plan similar to that which Lord Dalhousie suggested. Lord Stanley considered that great advantage would result from such a plan. It could by no means be the wish of the Government to deteriorate the property of the railway proprietors, but it could not be denied that whatever deterioration that property had suffered, was mainly the result of unwise conduct on the part of railway companies themselves.

It appears that the extraordinary flow of specie to India and China receives large additions direct from the gold fields. During the month of March, the totals sent from Melbourne included £32,000 to India, and £45,500 to China.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 6TH DAY OF JUNE, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	24,063,580	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,588,580
		Silver Bullion	...
	£24,063,580		£24,063,580

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,326,131
Rest	3,321,818	Other Securities	19,066,740
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	7,036,869	Notes	5,277,600
		Gold and Silver Coin	702,069
Other Deposits	9,796,386		
Seven day & other Bills	664,467		
	£35,372,540		£35,372,540

Dated the 11th day of June, 1857 M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	213½	212	213½ 14	...	214½ 14	...
3 per Cent. Red. Ann.	92½	92⅝ ⅜ ⅝	92⅝ ⅝	92⅝ ½ ⅜	92⅝ ⅝	92⅝
3 per Cent. Cons. Ann.	93⅛	93⅛	94 3⅛ ⅞	93⅛ 4	shut	93⅛
New 3 per Cent. Ann.	92⅝ ⅝ ⅞	92⅝ ⅞ ⅝	92⅝ ⅝	92⅝ ⅞ ⅝	92⅝ ⅝	92⅝
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	2 7-16	2 7-16	...
Do. 30 years (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	...	...	18
India Stock	...	...	223	...	...	...
India Bonds (£1,000)	...	...	...	7s. dis.	...	...
Do. (under £1,000)	...	...	4s. dis.	...	3s. dis.	6s. dis.
Exch. Bills (£1,000) Mar.	3s. pm.	2s. dis.	1s. dis.	2s. pm.	2s. dis.	2s. pm.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	5s. pm.	2s. dis.	...	...	...	...
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	6s. pm.	...	...	4s. pm.	6s. pm.	3s. pm.
June	2s.	...	...	...	...	...
Exch. Bills Advertised	2s. dis.	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	98⅝	98⅝ ⅝	98⅝ ⅝	...
Exch. Bonds, 1859, 3½ per Cent.	98⅝ ⅝	98⅝	98⅝ ⅝	98⅝ ⅝	98⅝ ⅝	98⅝

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5½
London and Provincial	3
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	90
Caledonian	72⅝ ⅞	72½	...	72⅝	72⅝ 3 ½	74
Chester and Holyhead	...	37 6⅝	...	...	36½	...
East Anglian	...	...	...	18⅞	19	19
Eastern Union A stock	...	53½	...	...	...	...
East Lancashire	...	97½	...	...	...	...
Edinburgh and Glasgow	...	...	89	...	...	89
Edin., Perth. & Dundee	33½	...	83⅝	33	33½	33½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	96⅝ 7½	97	97½ ⅝	...	97½
Gt. South & West. (Ire.)	104	...	104 3\	...	103½	104
Great Western	64⅝ ½	64½ ½ ⅝	64⅝ ⅝	64⅝ ½	64½ 4	64½
Lancashire & Yorkshire	100⅝	100½	100⅝ ½	100⅝ ⅝	100⅝	100½
Lon., Brighton, & S. Coast	111½	111½	...	111½ 11	111⅝	111
London & North Western	104½ ½	104½	104½ 4	103½	103⅝ ½	103½
London and S. Western	100½	100½	...	99⅝ 100	100	100½
Man., Shef., and Lincoln	42⅝ ⅝	43 2½	43⅝	43⅝ ½ 4	44 3⅝ 4	43⅝
Midland	83⅞	83½ ⅝	83⅝ ½	83½ ⅝	83⅝ ½ ½	83⅝
Norfolk	...	61½	62	61	...	...
North British	...	...	43½	...	...	...
North Eastern (Berwick)	89⅝ 90	89⅝ 90	89⅝ 90	90 90	90½	90½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	31	...	...	31½ ½	31⅝ 3½	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	...	50	...	50	...	49½
South-Eastern	...	...	...	73⅝	74½	...
South-Wales	...	87½	...	87½	...	...

London Gazettes.

TUESDAY, *June* 9, 1857.

MEMBERS OF PARLIAMENT.

Borough of Leeds—George Skirrow Beecroft, Abbey-house, Kirkstall, Leeds, Esq., *vice* Robert Hall, Esq., deceased.

FRIDAY, *June* 12, 1857.

County of Kerry.—Henry Arthur Herbert, of Muckross, in the county of Kerry, Chief Secretary to the Lord Lieutenant of Ireland.

COMMISSIONERS TO TAKE ACKNOWLEDGMENTS OF MARRIED WOMEN.

TUESDAY, *June* 9, 1857.

BROADBENT, FREDERICK, Gent., Bolton-le-Moors, Lancashire; for the county of Lancaster.—*May* 28.

GREENWAY, RICHARD, Gent., Pontypool, Monmouth; for the county of Monmouth.—*May* 28.

MITCHELL, WILLIAM HOPE, Gent., Tarporley, Cheshire; for the county of Chester.—*May* 26.

SCOTT, WALTER JAMES, Gent., North Walsham, Norfolk; for the county of Norfolk.—*May* 28.

SMITH, EDWIN AUGUSTUS, Gent., Blandford Forum, Dorset; for the county of Dorset.—*May* 22.

SQUARE, JOHN HENRY, Gent., Kingsbridge, Devon; for the county of Devon.—*May* 26.

TAYLOR, JOHN, Gent., Bakewell, Derby; for the county of Derby.—*May* 26.

WAYMAN, EPHRAIM, Gent., Cambridge; for the county of Cambridge.—*May* 22.

FRIDAY, *June* 12, 1857.

MILLER, JOHN, Gent., Bristol; for the city and county of Bristol, and county of Somerset.—*May* 22.

ORMOND, WILLIAM, Gent., Swindon, Wilts; for the county of Wilts.—*May* 30.

Bankrupts.

TUESDAY, *June* 9, 1857.

ANTHONY, SAMUEL WROTH, Commision Merchant, Liverpool. June 30 and July 20, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Pemberton, Liverpool. *Pet.* June 6.

BROOK, JOSEPH (Joseph Brook & Co.), Stuff Merchant, 8 Lawrence-la., and Bradford, Yorkshire. June 18, at 2, and July 24, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Linklaters & Hackwood, 17 Size-la., Bucklersbury. *Pet.* June 5.

GREENWOOD, THOMAS, & SAMUEL KING, Builders, Cannon-st., and St. Aubyn-st., Devonport. June 22 and Aug. 3, at 1; Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Edmonds & Sons, Plymouth; or Stogdon, Exeter. *Pet.* May 25.

HASLAM, WILLIAM, Horndealer, Sheffield. June 20 and July 18, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Unwin, Sheffield. *Pet.* May 30.

LYON, WILLIAM, Butcher, Guildford, Surrey. June 19 and July 21, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* June 5.

MERCER, CHARLES CULLEN, Builder, Margate. June 18, at 1, and July 16, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Bischoff, Coxe, & Bompas, 19 Coleman-st. *Pet.* June 5.

SHUCKFORD, JOSHUA, Builder, Studley-ter., Larkhall-la., Lambeth, and Clifton-st., Wandsworth-rd. June 23 and July 16, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* June 8.

FRIDAY, *June* 12, 1857.

BEVAN, CHARLES STANLEY, & CHARLES SOUTHERN BEVAN (Bevan & Son), Bookbinders and Printers, Streets-bldgs., Chapel-st., Grosvenor-sq. June 26, at 2.30, and July 28, at 1.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Beattie, 26 Hans-pl., Chelsea. *Pet.* June 11.

BUGBEE, JAMES, Contractor, 38 Vincent-sq., Westminster. June 24, and July 22, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Howard, 9 Quality-ct., Chancery-la. *Pet.* June 2.

BUSHER, JOHN, Livery-stable-keeper, 34 New Bond-st. June 19, and July 24, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Abrahams, 23 Southampton-bldgs., Chancery-la. *Pet.* June 11.

GREGORY, JOHN, Wholesale and Retail Oilman, High-st., Southwark. June 27, at 11, and July 24, at 11.30; Basinghall-st. *Com* Fane. *Off. Ass.* Cannan. *Sols.* Linklater & Hackwood, 17 Size-la., Bucklersbury. *Pet.* June 1.

GRIFFITHS, EGBERT. Wine Merchant, 118 Fenchurch-st.. June 25 and July 27, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Smith, 13 Tokenhouse-yd. *Pet.* June 9.

HACKETT, SAMPSON, Draper, Cradley-heath, Staffordshire. June 25 and July 16, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Maltby, Dudley; or Finlay Knight, Birmingham. *Pet.* June 9.

HIRST, GEORGE MILNES, GEORGE HIRST, & WILLIAM FREDERICK WILMAN, Manufacturers, Batley, Yorkshire. June 29 and July 27, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Clough, Huddersfield; or Bond & Barwick, Leeds. *Pet.* June 8.

HOCHEE, JOHN ELPHINSTONE FATQUA, otherwise JOHN ELPHINSTONE MILTON, Maker and Vendor of Paint, Nortens Lingfield, Surrey, late of 29 New Bridge-st., Blackfriars, and of Greenwich, Kent; in partnership with William Lawrence Gilpin and George Featherstone Griffin, at 29 New Bridge-st., Blackfriars, and at Millwall, Middlesex (London Anti-oxide Paint Company). June 24, at 2, and July 22, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Walters & Son, 36 Basinghall-st. *Pet.* June 11.

JACKSON, JOHN JULIAN, Dyer, 23 Lawrence-la., George-st., Richmond, Surrey, High-st., Sydenham, Kent, and Dye Works, Brompton, Middlesex; in copartnership with Nicholas Lelian Henwood, Queen's-rd., Brighton (Jackson & Henwood), Dyers. June 24, at 2, and July 22, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Philpott & Greenhill, 49 Gracechurch-st. *Pet.* June 10.

JONES, WALLACE ALFRED, Teadealer, 7 Rose-ter., West Brompton. June 23, at 11, and July 16, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Chidley, Basinghall-st.; or Mayhew, Argyle-pl., Regent-st. *Pet.* June 9.

LINNIT, JOHN, Manufacturing Jeweller, 44 Berners-st., Oxford-st. June 26, at 2, and July 28, at 12.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Miller, 15 Clifford's-inn. *Pet.* June 10.

M'KAY, THOMAS CUTHBERT, & JOHN M'KAY, jun., Hosiers, Newcastle-upon-Tyne. June 19 and July 21, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Ingledew & Daggett, Newcastle-upon-Tyne; or Williamson, Hill, & Williamson, 10 Gt. James-st., Bedford-row. *Pet.* June 8.

PALMER, JOHN, Pinmaker, Broad-st., Birmingham; in partnership with Oliver Gaishford Blackham (Palmer & Blackham). June 24 and July 15, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Hodgson & Allen, Birmingham. *Pet.* June 10.

PEART, JAMES (Peart & Son), Bookseller, Bull-st., Birmingham. June 24 and July 15, at 10.30; Birmingham. *Com.* Balgue. *Off. Ass.* Whitmore. *Sols.* Hodgson & Allen, Birmingham. *Pet.* June 10.

ROSS, DANIEL, Grocer, Romford, Essex. June 30, at 12.30, and July 28, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Forbes & Horwood, 8 Warnford-ct. *Pet.* June 11.

STONARD, SAMUEL, & LOUIS JOSEPH STONARD, Oilmen, 146 and 139 Shoreditch, and 179 High-st., Hoxton. June 23, at 2, and July 22, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Smith & Son, Barnard's-inn, Holborn. *Pet.* June 8.

WING, CHARLES, Apothecary, North End, Fulham. June 19 and July 24, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Chidley, 10 Basinghall-st. *Pet.* June 11.

MEETINGS.

TUESDAY, *June* 9, 1857.

CLARK, ROBERT, Miller, Liverpool. July 2, at 11; Liverpool. *Com.* Stevenson. *Div.*

COOPER, JAMES, Grocer, Ryde, and Wootton-bridge, Isle of Wight. July 1, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

GIBBON, WILLIAM, Grocer, Spennymoor, Durham. June 30, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First div.*

LOTINGA, SAMUEL MOSES, & NOAH SAMUEL LOTINGA, Merchants, Broadchare, Newcastle-upon-Tyne, and North Shields. July 2, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.* joint est.

RYMILL, JOHN WALTER, Paper Agent, Paul's-wharf, Upper Thames-st. July 1, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

WAUGH, WILLIAM PETRIE, Brick and Tile Maker, Braknsea Island, Studland, Dorset, and of Little Abingdon-st., Westminster (Branksea Clay and Pottery Company), and lately residing at 10 Upper Grosvenor-st. June 30, at 11.30; Basinghall-st. *Com.* Evans. (*By enlargement* from June 13) *Last Ex.*

WHEELER, HENRY, Painter, Derby. June 30, at 10.30; Nottingham. *Com.* Balguy. *Div.*

FRIDAY, *June* 12, 1857.

BARNES, ROBERT YALLOWLEY, Floor Cloth Manufacturer, 11 City-rd July 6, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

CAMPIN, HENRY, Warehouseman. 87 Watling-st. June 24, at 12; Basinghall-st. *Com.* Holroyd. *Prf. Debts.*

CRESWICK, THOMAS JOHN, Electro Plated Goods Manufactnrer, Sheffield. July 4, at 10; Sheffield. *Com.* West. *Div.*

EARLE, THOMAS, Railway Contractor, 44 Parliament-st. June 25, at 12; Basinghall-st. *Com.* Goulburn. *Last Ex.*

MARE, CHARLES JOHN (Mare & Co.), Ship Builder, Orchard-yd., Blackwall. July 7, at 11; Basinghall-st. Creditors who have proved their debts under petition for private arrangement to accept or reject offer of composition which will be then and there made by C. J. Mare.

SCHOFIELD, JAMES, Tailor, Ashton-under-Lyne, Lancashire. July 7, at 12; Manchester. *Com.* Jemmett. *Div.*

WILSON, KNOWLTON, Surgeon, Sheffield. July 4, at 10; Sheffield. *Com.* West. *Div.*

WOOLDRIDGE, JAMES WILLIAM, Tanner, Wickham, Southampton. Creditors who have proved their debts are requested to meet the assignees at the office of J. & E. Hoskins, 16 High-st., Gosport, on July 10, at 12, to assent to or dissent from assignees commencing and carrying on proceedings against certain persons to be named at the meeting.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *June* 9, 1857.

ARMSTRONG, JAMES (Smith & Armstrong), Linen and Woollen Draper, Berwick-upon-Tweed. June 30, at 11; Royal-arcade, Newcastle-upon-Tyne.

BAILEY, WILLIAM, jun., Carver and Gilder, 68 Buttesland-st., Hoxton. July 1, at 11.30; Basinghall-st.

BROOKE, GEORGE, Provision-dealer and Salesman, Leadenhall-market, and 93 Peascod-st., Windsor. June 30, at 2.30; Basinghall-st.

CHALCROFT, JOHN, Builder, 4 Norfolk-rd., Westbourne-grove North, Paddington. July 1, at 12; Basinghall-st.

CHAPLIN, MARMADUKE, Auctioneer, Kingston-upon-Hull. July 1, at 12; Kingston-upon-Hull.

CHEETHAM, DAVID, Cotton Spinner, Rochdale, Lancashire. July 2, at 2; Manchester.

HARDY, JOSEPH (and not HURDY, as advertised in last Tuesday's *Gazette*), Miller, Nottingham. July 7, at 10.30; Nottingham.

KEYWOOD, JAMES, jun., Plumber, Littlehampton, Sussex. June 30, at 1.30; Basinghall-st.

NEAVE, RICHARD WINTER, Miller, Market Rasen, Lincolnshire, and of Sheffield. July 1, at 12; Kingston-upon-Hull.

ROBINSON, CHARLES, Masonic Jeweller, 138 Strand. July 1, at 11; Basinghall-st.

SMALL, ELIZABETH SILBY, Plumber, Fonthill-pl., Clapham-rd., Surrey. June 30, at 11; Basinghall-st.

WELLS, THOMAS, Grocer, 34 Dorset-pl., Clapham-rd., Surrey. June 30, at 11; Basinghall-st.

WHITE, THOMAS, jun., Engineer, Portsmouth and Gosport. June 30, at 12; Basinghall-st.

FRIDAY, *June* 12, 1857.

DENISON, PATRICK, Grocer, Bradford, Yorkshire. June 20, at 12; Leeds.

EVANS, THOMAS, Flannel Manufacturer, Newtown, Montgomeryshire. July 6, at 11.30; Liverpool.

HARRISON, THOMAS, Tailor, 62 Chancery-la., and Holly Cottage, West End, Esher, Surrey. July 6, at 12.30; Basinghall-st.

HINTON, ALFRED, Druggist, Birmingham. July 9, at 10.30; Birmingham.

JONES, JOHN, Tailor, Preston, Lancashire. July 6, at 12; Manchester.

LAURIE, WILLIAM SWINTON, Merchant, Liverpool. July 6, at 11; Liverpool.

PARKER, GEORGE, Grocer, Leeds. July 21, at 12; Leeds.

PEEL, WILLIAM, Blanket Manufacturer, Staincliffe, Yorkshire. July 21, at 11; Leeds.

SMITH, SAMUEL JOSEPH, Auctioneer, Birmingham. July 9, at 10; Birmingham.

STEFFANO, PETER, Ship Chandler, 28 Wellclose-sq., and Cardiff, Glamorganshire. July 3, at 1.30; Basinghall-st.

WRIGHT, JONATHAN, Shoe Maker, Burnley, Lancashire. July 6, at 12; Manchester.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *June* 9, 1857.

BLORE, ROBERT, Picture-dealer, 13 Great Russell-st., Bloomsbury. June 3, 2nd class, after a suspension of twelve months.

CLARKE, JOHN WILLDING, Seed Merchant, late of Sidcup, Kent, now of Whittlesea, Isle of Ely. June 5, 2nd class.

DICKSON, JOHN, 206 Fleet-st., London; of Swansea, Glamorganshire; and late of Wellington, Salop, Builder. June 3, 2nd class.

EVES, WILLIAM DICKENS, Victualler, of The Wellington, Seven Sisters-rd., Holloway, and of The Cock Tavern, Old-st., St. Luke's. June 2, 2nd class.

HIND, ANDREW, Tea Dealer, 2 and 5 Pleasant-row, Pentonville. June 3, 2nd class.

JOHNS, JOSEPH, Innkeeper, Salisbury Arms Inn, Hertford. June 5, 2nd class.

JONES, WILLIAM, Milliner, 101 Oxford-st. June 4, 2nd class, after a suspension of three months.

KEY, ROBERT EDWARD, Grocer and Draper, Thorney, Cambridgeshire. June 5, 2nd class.

LONE, EDWARD CLARK, Oil and Drug Merchant, 2 Cullum-st. June 5, 3rd class.

MILLER, WILLIAM, Coffee-house-keeper, 231 and 232 Whitechapel-road. June 3, 3rd class, after a suspension of twelve months.

PAGETT, THOMAS, Zinc-worker, Ingleby-st., Birmingham. June 4, 2nd class.

WAGSTAFF, GEORGE JAMES, Watchmaker, 54 Whitechapel-rd. June 2, 1st class.

FRIDAY, *June* 12, 1857.

BASSNETT, JAMES, & THOMAS BASSNETT, Opticians, Liverpool. June 5, 2nd class, to J. Bassnett, subject to a suspension of three months from June 3; and 2nd class to T. Bassnett, subject to a suspension of six months from June 3.

BELTON, THOMAS STOREY, Maltster, Marton; Horncastle, Lincolnshire; and of Lincoln. June 3, 3rd class.

CRESWICK, THOMAS JOHN, Electro-Plated Goods Manufacturer, Sheffield. June 6, 2nd class.

GANDER, HENRY, Licensed Victualler, Catherine Wecel Inn, Catherine Wheel-yard, 191 High-st., Borough. June 8, 3rd class.

HIPKISS, THOMAS, Scale Cutter, Sheffield. June 6, 3rd class.

NEVINS, ALEXANDER ALCOCK, Merchant, Liverpool. May 30, 3rd class, subject to a suspension of six months from May 26.

OLIVER, ANN, Widow, Grocer, Walkington, Yorkshire. June 3, 3rd class.

TAYLOR, JOHN, Auctioneer, Sheffield. June 6, 2nd class.

TREDINNICK, RICHARD, Mining Broker, 6 Haymarket. Feb. 25, 1854, 3rd class.

WIGNEY, FREDERICK, Printer, Brighton. June 8, 3rd class.

DIVIDENDS.

TUESDAY, *June* 9, 1857.

JOHNSON, THOMAS, Merchant, 12 Old Broad-st.-bldgs. Div., 5*s.* 2*d.* on account of first div. of 7*s.* 6*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 and 3.

LANGRIDGE, JOHN WILLIAM, Staymaker, 79 Bull-st., Birmingham. Div., 1*s.* 8½*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 and 3.

RIDGE, GEORGE, & THOMAS JACKSON, Stationers, Sheffield. Second, 1*s.* 5½*d.*; and first and second on new proofs, 8*s.* 1½*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 and 2.

FRIDAY, *June* 12, 1857.

HADWEN, M'GREGOR, & Co., Merchants, Havannah and Liverpool. First, 3*s.*, sep. est. of I. J. Hadwen. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 and 2.

KING, THOMAS, Licensed Victualler, Spalding, Lincolnshire. First, 1*s.* 6*d.* *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

Professional Partnerships Dissolved.

TUESDAY, *June* 9, 1857.

HARLE, WILLIAM LOCKEY, JOHN ALDERTON BUSH, & ARTHUR GASKELL, Attorneys and Solicitors, 2 Butcher-bank, Newcastle-upon-Tyne, and 20 Southampton-bldgs., Chancery-la.; as regards A. Gaskell. June 6.

POOLE, RICHARD ANTHONY, EDWARD GRIFFITH POWELL, & WILLIAM THEARSBY POOLE, Attorneys and Solicitors, Carnarvon. By effluxion of time, on May 13. Debts due to the firm to be paid to Poole & Son, Sols., Castle-sq., Carnarvon; and all demands to be sent to E. G. Powell, Sol., Palace-st., Carnarvon, for examination and settlement. May 21.

Assignments for Benefit of Creditors.

TUESDAY, *June* 9, 1857.

ALDIS, WILLIAM, Hatter, Chester. June 4. *Trustee*, J. Rogers, Accountant, Chester. Indenture lies at office of J. Rogers, Whitefriars, Chester.

MATHEWS, WILLIAM THOMAS, Grocer, Dover. May 23. *Trustees*, E. Cross, Wholesale Grocer, Seething-la.; J. Lunham, Wholesale Cheesemonger, High-st., Southwark; T. Norwood, Tallow-chandler, Dover. *Sol.* Chalk, Dover.

TUCKER, RICHARD, Draper, Lymington, Southampton. May 29. *Trustees*, J. Bradbury, Warehouseman, Aldermanbury; J. Baggallay, Warehouseman, Love-la. *Sol.* Sole, 68 Aldermanbury.

WEEKES, JOHN DAVY, Attorney-at-Law, Heathfield-cot., Lamerton, Devon. May 29. *Trustees*, W. Davy, Esq., Penhole, Northill, Cornwall; J. M. Arnold, Ironmonger, Tavistock; R. Dennis, Upholsterer, Tavistock; W. Criper, Grocer, Tavistock. *Sols.* Cornish & Chilcott, Tavistock.

FRIDAY, *June* 12, 1857.

BROWN, JOHN, Carrier, Wolsingham, Durham. June 1. *Trustees*, T. Johnson, Auctioneer, Wolsingham; G. Henderson, Carrier, Wolsingham. *Sol.* Hutchinson, Stanhope.

COULMAN, ROBERT, Farmer, Shere, Surrey. June 9. *Trustees*, T. T. Freakes, Maltster, Guildford; T. P. Copeman, Grocer, Guildford. *Sol.* Capron, Guildford.

GREAME, HENRY CHARLES, & JOHN GREAME, Wool-brokers, Liverpool; Kingston-upon-Hull; and Dublin. May 29. *Trustees*, E. W. Shaw, Manufacturer, Holywell Mills, Halifax; H. W. Banner, Accountant, Liverpool. *Sol.* Tyrer, 50 Everton-village, Everton, Liverpool.

HARMES, JOHN, & WILLIAM HARMES, Grocers, Henfield, Sussex. May 15. *Trustee*, W. W. Lloyd, Wholesale Tobacconist, 77 Snow-hill. Indenture lies at office of W. Hopwood, 6 Aldine-chambers, Paternoster-row.

HARRIS, JOHN, Grocer, Hesket New Market, Caldbeck, Cumberland. June 9. *Trustees*, R. Priestman, Howbeck; J. Horsley, Hesket New Market. *Sol.* Carrick, Wigton.

HEMPSON, JOSEPH BENJAMIN, Grocer, Great Oakley, Essex. June 5. *Trustees*, J. R. Moss, Gent., Great Oakley; E. Sewell, Cheesefactor, Ipswich, Suffolk. *Sol.* Ambrose, Manningtree.

OLIVER, WILLIAM, Merchant, Barmoor West Cottage, Northumberland. May 18. *Trustees*, T. Bogue, Linen and Woollen Draper, Berwick-upon-Tweed; J. Black, Merchant, Ford West Field, Northumberland. *Sol.* Rowland, Berwick-upon-Tweed.

ROBINSON, ALLAN, Contractor, Stockton-upon-Tees, Durham. May 22. *Trustees*, G. Young, Merchant, Bridge-st., Berwick-upon-Tweed; J. Bage, Joiner, Stockton-upon-Tees; H. Whorlton, Joiner, Stockton-upon-Tees. *Sol.* Willoby, Berwick-upon-Tweed.

TIMOTHY, WILLIAM JOHN SAMUEL, Draper, 40 Barbican. June 5. *Trustees*, B. W. Harker, Warehouseman, 40 Euston-grove, Middlesex; W. Hodgson, Warehouseman, Watling-st. *Sols.* Mason & Sturt, 7 Gresham-st.

TINGEY, JOSEPH, Farmer, North Mimms, Hertfordshire. May 30. *Trustees*, H. Smith, Plumber, St. Albans; S. Tingey, Spinster, Tollgate Farm, North Mimms. *Sol.* Longmore, Hertford.

WELLS, WILSON, Cabinetmaker, Horncastle, Lincolnshire. June 5. *Trustees*, J. Bloodworth, Innkeeper; T. Brown, Plumber; J. Brown, Plumber, all of Horncastle. *Sol.* Tweed, Horncastle.

Creditors under Estates in Chancery.

TUESDAY, *June* 9, 1857.

GRANT, PETER (who died in June, 1845), Island Bank, Inverness, Scotland. Creditors to come in and prove their debts on or before July 20, at V. C. Stuart's Chambers.

HOOD, WILLIAM COMBER (who died in March, 1857), Esq., Westbourne-ter., Hyde-pk., and of The Greys, Eastbourne, Sussex. Creditors to come in and prove their debts on or before June 22, at V. C. Stuart's Chambers.

LYMAN, DANIEL (who died in Nov., 1809), Major in her Majesty's service, who resided in the parish of St. James, Middlesex. Creditors to come in and prove their debts on or before July 3, at Master of the Rolls' Chambers.

RICHARDS, ELIZABETH (who died in Mar, 1844). Incumbrancers upon the interests of any of the children of Benjamin Richards, and Elizabeth, his wife, Midhurst, Sussex, both deceased, in certain mortgaged premises at Midhurst-common, under the will of Elizabeth Richards, to come in and prove their incumbrances or claims on or before June 20, at Master of the Rolls' Chambers.

ROBERTS, JOHN PRICK (who died in March, 1857) Gent., Denbigh. Creditors and incumbrancers to come in and prove their claims on or before July 11, at V. C. Stuart's Chambers.

SAUNDERS, ANN (who died in Dec., 1855), Widow, Kensington. Creditors to come in and prove their debts or claims on or before July 1, at Master of the Rolls' Chambers.

FRIDAY, *June* 12, 1857.

CRUTCH, GEORGE (who died in September, 1856), Surgeon, 3, Goldsworthy-pl., Rotherhithe. Creditors to come in and prove their debts on or before June 30, at V. C. Stuart's Chambers.

FLETCHER, JACOB FLETCHER (who died in April, 1857), late of Peel-hall, Lancashire, Esq. Creditors to come in and prove their debts on or before July 9, at V. C. Kindersley's Chambers.

GOODBURN, WILLIAM (who died on September 22, 1855), Pawnbroker, 1 Upper-st., or High-st., and 4 Tyndal-pl., Islington. Creditors to come in and prove their debts on or before June 29, at V. C. Wood's Chambers.

HARE, FRANCIS GEORGE, Esq., late a Lieut. in 1st Regt. of Life Guards, and lately residing at the Barracks, Albany-st., Regent's-park. Incumbrancers to come in and prove their incumbrances and claims on or before July 11, at V. C. Stuart's Chambers.

JENNINGS, CATHERINE (who died in July, 1855), Widow, Pocklington, Yorkshire. Creditors to come in and prove their debts on or before July 6, at V. C. Wood's Chambers.

JONES, EDWARD (who died in February, 1857), late of the Canton Arms, South Lambeth. Creditors to come in and prove their debts on or before July 9, at Master of the Rolls' Chambers.

LEATHAM, WILLIAM (who died in May, 1846), Plasterer, Baker-st., West Derby, Lancashire. Creditors to come in and prove their debts or claims on or before July 10, at the District Registrar's Office, 1 North John-st., Liverpool.

Winding-up of Joint Stock Companies.

TUESDAY, *June* 9, 1857.

LANCASHIRE DEBT GUARANTEE COMPANY.—V. C. Stuart will, on June 22, at 12 30, at his chambers, make a call of £5 per share.

NORWICH YARN COMPANY.—The Master of the Rolls peremptorily orders a further call of £30 per share, and that each contributory (except certificated bankrupts), on June 26, at the Norfolk Hotel, Norwich, pay to Alfred Ainger, the Official Manager, the balance (if any) which shall be due from him after debiting his account in the Company's books with such call.

TIMBER PRESERVING COMPANY.—A petition for the dissolution and winding up of this Company was, on June 5, presented by Henry Hitchins, Engineer, of Islington, and will be heard before V. C. Wood on June 29. Clarke & Carter, Sols. for Petitioner, 49 Moorgate-st., London.

FRIDAY, *June* 12, 1857.

CROOKHAVEN MINING COMPANY OF IRELAND.—A petition for the dissolution and winding-up of this company was, on June 6, presented by Francis Smith and George Clement, and will be heard before V. C. Wood, on June 27. Gregson & Son, 8 Angel-ct., Throgmorton-st., agents for Scrivens & Young, Hastings, Sols. for petitioners.

LANCASHIRE DEBT GUARANTEE COMPANY.—V. C. Stuart will, on June 22, at 12.30, at his chambers, make a call of £5 per share.

LONDON & PENZANCE SERPENTINE COMPANY.—V. C. Wood doth order a call of £1 per share; and that each contributory on June 24, at 11, pay to H. Croysdill, 84 Basinghall-st., the balance (if any) which will be due from him after debiting his account in the books of the company with such call.

TREGONEBRIS AND CARNEBONE FATWORK TIN MINING COMPANY.—Master the Hon. Sir George Rose will, on June 19, at 3, at his Chambers, make a further call of £3 per share.

Scotch Sequestrations.

TUESDAY, *June* 9, 1857.

COLQUHOUN, JOHN (John Colquhoun & Co.), Bleacher, Bridge-st., Paisley. June 9, at 2, Dadd's Hotel, County-pl., Paisley. *Seq.* May 29.

JAMIESON, WALTER, Wood Merchant and Wright, Paisley. June 15, at 1, Rose and Thistle Hotel, County-sq., Paisley. *Seq.* June 4.

REID, ROBERT, (R. & J. Reid), Baker, 159 Bridgegate-st., Glasgow, and 167 Eglinton-st., Glasgow. June 12, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* June 4.

ROBINSON, WILLIAM (Robinson & Niven), Drysalter, Greenock. June 16, at 12, Royal Hotel, Greenock. *Seq.* June 5.

FRIDAY, *June* 12, 1857.

HUNTER, GEORGE, Commission Agent, Alloa. June 18, at 2, Royal Oak Hotel, Alloa. *Seq.* June 6.

SHEPPARD, FRANCIS (Sheppard & Co.), Commission Merchant, Glasgow. June 17, at 2, George Hotel, George-sq., Glasgow. *Seq.* June 8.

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THE SOLICITORS' JOURNAL.

LONDON, JUNE 20, 1857.

THE TRUSTEES RELIEF BILL.

Lord St. Leonards has introduced into the House of Lords a measure intended to be the complement of that introduced by the Attorney-General into the House of Commons. If fraudulent trustees are to be criminally punished, it seems only just to relieve trustees as much as possible from the consequences of errors into which they may have innocently fallen. No one can deny that the rules of the Court of Chancery often press with great severity on trustees who have committed, technically speaking, breaches of trust, but who have acted uprightly and even carefully, and have had no other wish than to consult the interests of the friends or relations for whom they have consented to act. If such cases could be classed under definite heads, and if it came clearly within the province of Parliament to relax rules which are only the creations of a particular court, it seems in every way desirable that relief should be afforded by statute to trustees placed in such a position. If trustees are not to be paid, and if the office of trustee is to be a private one, every facility should be given that would be likely to induce honourable and wealthy men to undertake the burden. In principle, therefore, the Bill has much to recommend it. Its details will be exposed to much necessary criticism; but as there is small chance of its becoming law this session unless the Government consent to incorporate its provisions with their own Bill, and as no pledge to that effect has yet been given, it is more important to keep before us the general drift of the measure, than to analyse and estimate its several parts. We will endeavour, therefore, to state as briefly and simply as possible what it is that Lord St. Leonards proposes to effect, and what is the nature and extent of the relief which he is prepared to accord.

Let us first take the faults of commission from the consequences of which the Bill would exempt a trustee. They are three:—The first case provided for is that of a trustee who commits a breach of trust without any possible benefit to himself; and yet, when in the result there is both a profit and loss, finds himself bound by the rules of equity to bear the loss, and receive no compensation from the profit. Lord St. Leonards stated, in illustration, the facts of a remarkable case:—A gentleman residing in the East Indies advanced £2,000 on loan to the East India Company, with interest at 10 per cent. The gentleman died, having made a will by which he directed all his property to be converted into money, and the money to be invested, the interest to be paid to his wife during her life. The trustee did not convert the East India Company's bond, but paid the 10 per cent. interest to the widow. The person entitled in remainder, after a lapse of several years, filed a bill against the trustee, calling upon him to repay what he had paid in excess to the widow, and the Court held that he was bound to do so. But it happened, that, at the time when the bond was actually disposed of, it fetched £800 more than it would have done at the time of the testator's death, and yet the trustee was not permitted to take credit for this £800, but was obliged to pay it over, together with the sum representing the excess of interest paid to the widow. The Bill, therefore, provides that a trustee, under such circumstances, shall be allowed to set the gain against the loss. It also prevents the remainderman from suing for the excess of interest received on property unconverted, and paid to the person entitled to the life interest, if the remainderman has been cognisant of the fact that the property was unconverted contrary to the directions of the instrument under which it was held: and further, when the remainderman is not cognisant, it permits the trustee to recover the sums he has paid innocently in excess from the persons to whom he has paid them. The second case provided for is that of a trustee who makes a payment under a power of attorney, and finds himself liable by reason of the death of the person giving the power. The Bill annuls the rule which makes him responsible, and declares that he shall not be liable, if at the time of payment he was ignorant of the fact that the person granting the power was dead. Lastly, the Bill contains a provision with reference to the investment of trust money. Generally speaking, trustees are induced to change investments and exceed their powers by the persuasion of those interested in the funds, and yet they are exposed to responsibility for so dong years after the change has been made. The Bill exempts trustees from responsibility if they have given notice to the remaindermen of their intention to change the investment; but it also imposes a very curious additional duty on the trustee, for it requires him to take the opinion of a Queen's counsel actually practising at the Chancery bar as to his power, under the terms of the trust, to make the change; and then, if the Queen's counsel says the trustee is justified, he is so, whether the Queen's counsel is right or wrong in his opinion. The notion of throwing a statutable shield over the blunders of Queen's counsel, while the opinions of stuff gowns are still to have no value but that of good sense and legal knowledge, is so strange, that we are sure Lord St. Leonards will not seriously defend it when his Bill comes to be minutely criticised.

It is one main feature of the Bill to cast upon remaindermen the duty of looking after their own interests, and this appears very conspicuously in the first provision having reference to errors of omission. The obligation to do certain acts, as, for instance, to convert property, is now very frequently cast upon trustees, not by the directions of the instrument creating the trusts, but simply by a rule of equity. The Bill provides that when there is no direction, and the trustee innocently, without fraud, and without benefit to himself, fails to do the act, he shall be protected. By subsequent provisions trustees are relieved from the responsibility they incur by not suing for bad debts, and also from that attaching to them when they fail to call in money on bond, although they have received no positive directions to do so. It is also provided that an executor may bar, as against himself, the claims of creditors who do not send in their demands after his giving such a notice as the Court of Chancery would give if the estate were administered by the Court; and also, that executors shall be at liberty to distribute the whole of an estate, if all rents have been paid and covenants performed, without keeping a reserve to meet the chance of future liabilities. Lastly, the Bill gives trustees a power to obtain on petition, without filing a Bill, a decree of the Court of Chancery upon any point which may arise in the administration of the trust estate.

Such is the outline of a measure which deserves respectful attention, as coming from so great a legal

authority, and from a person who has been Chancellor in two countries. We do not wish to examine the merits of its several provisions until there is a prospect of the Bill passing, in some shape or other. But, as a general criticism, we cannot help feeling that there was much truth in a remark made by the Lord Chancellor, that the better way would be to define those duties of trustees which they could be justly called on to fulfil, and then hold them bound to the performance of those duties—not to cast a burden on them by law, and then indemnify them by law if they fail to bear it.

THE STATUTE LAW COMMISSION.

Among the many projects of Law Reform of which the English public has lately heard so much, there is none that appears in so unpromising a condition as that which relates to the consolidation of our Statute Law, at least if one may form a judgment from the published Reports of the Commissioners. Their third Report has just made its appearance, and is about as unsatisfactory a performance as we have seen for a very long time. It consists of little more than five pages, including nearly half a page which is occupied with the names of the Commissioners, and yet it is long enough to chronicle the failure or indefinite postponement of many of the schemes deliberately adopted by the Commissioners, and published in their two former Reports, while it does not record the success of one. The Commissioners inform us that they have found it expedient, on further consideration, to modify the plan of consolidation proposed in their Report of July, 1855. Accordingly, we find that the Bill for the consolidation of the statutes relating to the National Debt, which was drawn, and subsequently "revised and completed," by Mr. Anstey, and the Bill prepared by the same gentleman for consolidating the Statute Law relating to Prisons, have both been postponed or abandoned. Mr. Lonsdale having been made a county court judge, we are told that five other gentlemen were intrusted with the work originally assigned to him; the result being the eight Bills relating to indictable offences, which were laid on the table of the House of Lords by the Lord Chancellor at the end of the session of 1856. It is stated that these Bills had been revised and settled with great care by Lord Wensleydale, the late Chief Justice Jervis, Sir Fitzroy Kelly, and Mr. Greaves; but the Commissioners now tell us, that, on again revising these Bills with a view to their introduction into Parliament in the present session, they have been "led to modify to a certain extent the views which they entertained when they first gave instructions for their preparation." In other words, the labours of Mr. Lonsdale, for which they took credit in their first Report, of the five other gentlemen who have since endeavoured to discharge the duty which, single-handed, he undertook, and of the four distinguished persons who finally settled these Bills, are to end in nothing, because the Commissioners have discovered at the last moment that they have been proceeding upon a wrong principle. This important discovery is, that improvement in the Statute Law must accompany consolidation — "not improvements which are the subject of any differences of opinion, or would raise any discussion, but merely remedying such defects as may be said to be accidental." How it could have taken so many years to arrive at such a conclusion, or why the labour of so many able men should have been thrown away because it was not arrived at sooner, will be a mystery to all but those who have been accustomed to watch the proceedings and read the Reports of these astute Commissioners. The notion of consolidating, and thereby perpetuating, the obvious blunders and defects of our statutes, as well as the enactments which it was the manifest intention of the Legislature to pass, is so absurd, that it is hard to understand how such men as Lords Lyndhurst and Brougham, and others whose names appear appended to these Reports, could bring themselves to avow it, much less to offer it as an apology for such a waste of public time and money.

Another and very different kind of excuse is pleaded for not having presented to Parliament Mr. Wingrove Cooke's Bill for consolidating and *amending* the Copyhold Commissioners' Acts, which was prepared by that gentleman more than two years ago. In this case, it has been deemed expedient by the Lord Chancellor to "effect certain desired amendments of the law by a short separate Act, which should afterwards be incorporated by consolidation with the other Acts." Curiously enough, Mr. Cooke was the only gentleman of all those originally employed, whose commission, in express terms, extended to amendment; and, therefore, we presume, on the score of a rigid consistency, the Commissioners thought it proper to confine him to the most scrupulous consolidation, having already found fault with the works of other gentlemen who were instructed merely to consolidate, because they did not do something towards amendment.

Mr. Rogers's Bill for the consolidation of the statutes relating to masters and servants, which the report of 1855 told us had been revised and completed, and was then "under consideration," is now, after a lapse of two years, "in an advanced state of preparation"! The Bills consolidating the statute law relating to landlord and tenant, ecclesiastical and collegiate leases, and stamps, are also still under consideration; and thus, in short, not one of all the projects for consolidation, which were so magniloquently enunciated in 1855, has yet resulted in the passing of a single Bill through either House of Parliament.

We are bound, however, to admit, that, whatever deficiency this new Report has disclosed as to the performances of the Statute Law Commissioners, it abounds, like both its predecessors, in promises of future achievements. Though not one of all the Bills, about which the Commissioners have been labouring for years, has passed into law, nothing daunted by past failures, they have issued instructions for the preparation of eleven new Bills on Mercantile Law; while thirty new Bills on the Law of Property have been actually drawn and delivered by the draughtsmen; in addition to which numerous other Bills on various subjects have been prepared under the sanction, if not by the express direction, of the Commissioners, and at the cost of the public.

It is greatly to be feared that such proceedings will have little other effect than to increase the evils which they were intended to remedy. How it could be otherwise it is difficult to imagine, when it is borne in mind that the Commissioners, who are supposed to direct and revise all these efforts towards consolidation, have not themselves arrived at any fixed principles on the subject. After the appointment of so many Commissions and Special Committees, and the publication of so many Reports and Blue Books—the present Commission having been at work for two years, with the assistance of Mr. Bellenden Ker, who had been a paid Commissioner of a similar board for some years before—it is lamentable to find that we have got no further than the notable discovery that obvious blunders should not be incorporated in Bills prepared with the view of consolidation; and it is equally grievous to learn that nothing has yet been actually accomplished beyond the expenditure of large sums of money, with the expectancy of a vast addition of Acts retaining many of the faulty characteristics of those which they are designed to supersede.

All the efforts which have been hitherto made have been too purely empirical; and so long as the task of consolidation is intrusted to the hands of the present

Commissioners, we cannot anticipate any marked improvement in this respect. Indeed, we regard with more than suspicion a list of such distinguished names as we find included in this Commission. It is, no doubt, very imposing to have such an array, and it may be considered a satisfactory answer to all gainsayers; but it is impossible to regard the parade of these high names to such a Report as that now before us in any other light than that in which one looks upon the names which are sometimes to be seen on the prospectuses of bubble companies, where the rank of the directors lends a weight to schemes that otherwise would be likely to meet with nothing but repudiation from the public. If, indeed, this new Report of the Statute Law Commissioners is the production of the Law Lords and other distinguished lawyers whose names are appended thereto, the cause of law reform in England, and especially of that branch of it to which their commission extends, appears more hopeless than ever. But if, on the contrary, their names are merely lent for the purpose of giving sanction and authority to the attempts of a paid Commissioner, or rather, to the undirected and incoherent efforts of his subordinates, it is right that the public should be undeceived before it gives way to despair of accomplishing that which it has been led to suppose has been too great a task for those most able and competent to deal with it.

Legal News.

In the House of Lords this week the Transportation Bill has passed through committee, and may now be looked upon as virtually passed. It vests a very large measure of discretion in the Home Secretary—a step to which it is easy to enumerate objections, but for which we see no alternative. There has been a further debate upon the Divorce Bill, and the activity of the opponents of the measure is not even yet exhausted.

The Judicial Committee of the Privy Council have this week delivered, by the mouth of Dr. Lushington, a judgment which deserves attention as declaring, on the authority of that high tribunal, a principle of professional remuneration, which cannot be too earnestly insisted on, alike in the interest of litigants and of lawyers. In the famous *Dyce Sombre* case, the proctor supporting the will in the Prerogative Court, and afterwards on appeal, had printed the whole of the proceedings, thereby saving a vast deal of time and trouble to every one concerned in the litigation. The registrar on taxation very properly allowed the charges which would have been legitimately made in case all these voluminous pleadings and depositions had been written. Against this most equitable decision, Mrs. Dyce Sombre appealed to the Judicial Committee, contending that nothing should have been allowed beyond the expense of printing.

Dr. Lushington, in giving judgment, said that "the question was, whether substantial justice had not been done between the parties. So far from there having been any increase of expense by reason of the alteration in the mode of proceeding, the actual expense had been much less. However objectionable it might appear to allow charges for work not actually performed, yet the result of disallowing them would be, that the proctor would be deprived of his fair remuneration for all his time, pains, and labour. It is well understood that charges of this kind are not merely the pay for the particular work or labour to which they are allotted, but they are the proctor's remuneration for the general conduct of the case—for his time and his trouble, for becoming, as he must be, perfect master of the case in its minutest details. He must make himself acquainted with all the points of the case, and be prepared to answer any question which his counsel may put to him."

Now, we do not think that a fairer or clearer statement could have been made, either of the duty of a professional man, whether proctor or solicitor, concerned in the conduct of an important cause, or of the principle of remuneration which should be applied in the taxation of his bill of costs. We do hope that this declaration of the opinion of the Judicial Committee will not be without effect, both upon the public mind and on the future deliberations of other judges who have not hitherto shown themselves sufficiently impressed with the justice and the importance of the rule thus laid down. We have frequently pointed out, that, under the old practice, the allowances to solicitors in Chancery were substantially adjusted on this principle. It might certainly occur, that, if the same standard were indiscriminately applied to all cases, the solicitor would sometimes receive remuneration beyond what the difficulty of the particular suit warranted; but even then it might be contended that one easy suit was counterbalanced by another of great labour and complication; and that, on the average of causes, the skill and industry expended by the solicitor were by no means overpaid. But in anxiety to obviate a possible injustice to the suitor, the judges have certainly inflicted a positive injury upon the practitioner. Under the new scale of Chancery costs, it has been abundantly provided that there shall be no risk of over-payment in any case; but very insufficient precaution has been taken against the equally pernicious evil of under-payment. If the fees allotted to the successive steps of a proceeding which is permitted to run its course are barely adequate to remunerate those who have the conduct of it, nobody can expect that solicitors will actively exert themselves to abridge or simplify litigation, and thus still further to reduce the charges which they will be authorised to make. The substitution of printing for copying voluminous documents is only one of many expedients which may occur to a skilful and experienced practitioner for placing his client's case in moderate compass and in the clearest aspect before the Court. Another example of the same kind was the analysis of evidence prepared by the attorney for Mr. Wooler, on his client's trial for murder, which we know, on the authority of the counsel, was of most material assistance to them. In both these instances the Courts have emphatically recognised the principle of encouraging the exercise of skill and judgment by adequately rewarding it. We trust that the words of Lord Campbell and of Dr. Lushington will have their due weight, and that a time will soon come when solicitors will not be visited by the taxing officers of any court with heavy penalties for every manifestation of ingenuity, of superiority to routine, and of regard for the convenience of judges, and for their clients' real interests.

Some of our Irish contemporaries lately expended a good deal of eloquence in celebrating the obsequies of Mr. Robert Holmes, a venerable ornament of the bar, who was reported to have died in London, at the ripe age of ninety-two. Mr. Holmes, it appears, is not dead, but in the enjoyment of excellent health; and he has lived to witness, besides many other striking scenes, the solemnities in honour of his own decease. As the late Sir Charles Napier counted his two deaths, so Mr. Holmes, when he reaches the world of spirits, will have to boast that his funereal games have been twice celebrated. This eminent lawyer has had an opportunity of understanding what is meant by the phrase "contemporary posterity," which, we believe, is of very modern origin. If any fact has been incorrectly stated by his biographer, he will himself have an opportunity of setting it right; and thus, when he does really die, he will carry with him into the shades the exact words of the voice of fame, instead of merely hearing that faint echo of her tones, which alone usually cheers the pale ghost of the illustrious dead. But although the occasion for publishing the facts is rather unlucky, it may nevertheless interest many of our readers to be told that there

is now living in London a patriarchal Irishman who was called to the bar, in Dublin, at the rather advanced age of thirty, who during fifty succeeding years acquired and preserved the highest professional reputation, and who for twelve years subsequently has dwelt in retirement in this metropolis, in the enjoyment of an ample fortune, and of the remembrance of a career of stern integrity, and brilliant and fairly-earned success.

Mr. Holmes appears to have belonged to the party of the most active and uncompromising foes of Government. Some attempts were made early in his forensic life to buy off his opposition at the price of a silk gown, but this offer he refused, both at that time and afterwards, when he had attained at the outer bar a place more distinguished than any which the Crown had power to confer. There were at the Irish Bar many Queen's Counsel, but only one Robert Holmes; and if we are to credit our contemporary, the *Evening Freeman*, he left no equal, nor has his match in power arisen since. We trust, however, that this description of Mr. Holmes, as the sole relic of an age of greatness, is only one of the rhetorical embellishments proper to the supposed occasion. But if it be true that no rival has yet appeared to dispute pre-eminence with this famous advocate, it may be worth his while just to consider whether it would not be wise to die at once, while all men are saying with one voice that they shall never see his like again. At any rate, if he were to depart life now, he would be sure to enjoy in the columns of the *Evening Freeman* what Pliny calls the last finish of prosperity, *laudator eloquentissimus*, and we should certainly take care to transcribe the oration into our own columns, and thus add our own humble note to the trumpet tones of fame. The full-hearted panegyric of our contemporary, although somewhat precipitate in its utterance, is honourable alike to the author, to the audience, and to the subject of it. The last Irish marvel was the story, very generally believed, that John Sadleir was alive, in defiance of the Coroner for Middlesex. Now our metropolitan county has its revenge, for it can produce Mr. Robert Holmes, able to read the history of his own life, actions, and decease in the columns of the Irish newspapers.

We believe that the announcement of the nomination of Mr. J. Hope Shaw, of Leeds, to fill the vacant place in the council of the Incorporated Law Society, will be received with general satisfaction both in town and country. It is very desirable that provincial solicitors should assist in the deliberations of the council, and also that the Law Institution should be made in every way the means of promoting that perfect understanding and harmony of action among the profession everywhere, which, we believe, will best secure the general good of all practitioners.

EXCHEQUER CHAMBER.—JUNE 15.

Mansell v. *The Queen.*

The plaintiff in error, Thomas Mansell, had been indicted for murder at the last Maidstone Assizes, before Baron Bramwell, and found guilty on that indictment. He then brought a writ of error into the Queen's Bench, but that Court disallowed the errors assigned, and confirmed the conviction. Having obtained the fiat of the Attorney-General, the prisoner brought another writ of error into this Court, in order to have the decision of the Queen's Bench reviewed; and the record having been transferred into this Court, the prisoner was brought up for the purpose of assigning errors upon it.

Mr. F. *Russell* appeared for the prisoner, and Mr. *Welsby* for the Crown.

A short discussion took place as to the proper course to be pursued in the assignment of errors in criminal cases, the result of which was that the Court directed that errors should be formally assigned by the prisoner this day, that the papers should be delivered to the judges on Thursday, and that the argument should take place on the following Tuesday.

The prisoner was accordingly remanded until Tuesday, the 23rd instant.

QUEEN'S BENCH.—JUNE 12.

APPLICATION FOR RENEWAL OF AN ATTORNEY'S CERTIFICATE.

Sir F. *Thesiger* applied on behalf of Mr. Emanuel W. Violet for a renewal of his certificate to practise as an attorney. He had practised for twenty-nine years in the neighbourhood of Bristol, but in 1849 he got involved in pecuniary difficulties, and was obliged to avail himself of the Bankruptcy Court. His affairs were there inquired into at considerable length, and the investigation resulted in his being imprisoned by Mr. Commissioner Law for sixteen months for a breach of trust. After he obtained his liberty, he entered the service of Mr. Phelps, a respectable solicitor, as managing clerk, and his conduct had ever since been most exemplary. The learned counsel then read several affidavits in support of his application, and expressed a hope that the Court would think that Mr. Violet had suffered sufficiently for his offence, and might now be permitted to continue his practice as an attorney.

Mr. *Garth*, on the part of the Incorporated Law Society, opposed the application, and entered into an account of several distinct breaches of trust of a very serious nature which had been proved against Mr. Violet in the Bankruptcy Court.

Lord *Campbell* said it was impossible, in the face of these facts, to renew the applicant's certificate. The Court would be very much pleased to extend mercy to him, but it must likewise have mercy for the public, and some consideration for the honourable body of attorneys to whom he wished to be restored. They must look to the honour of that profession as well as to the honour of the bar; and he thought that an attorney found guilty of such fraudulent breaches of trust ought not again to have an opportunity of deceiving the public, and mixing with the honourable members of the profession which he had disgraced.

The other Judges expressed the same opinion.

Application refused.

ARCHES COURT.—JUNE 12.

CROSSE *v.* DYNELEY.—SENTENCE.

This was a complaint brought by Mr. Crosse, a proctor of the court, against Mr. Dyneley, one of the deputy-registrars, accusing him of being "overbearing and insolent in his demeanour, and inconsistent and unreasonable in his requirements, as well to him personally as to such practitioners generally as were compelled to have recourse to him." The facts of the case have been already reported. Sir John Dodson now delivered judgment. He considered that Mr. Dyneley's conduct was deserving of very serious reprehension. There was not the slightest foundation for the grave charges he had brought against Mr. Crosse, and not against Mr. Crosse only, but against Mr. Decimus Dyke, the Queen's Proctor, and other proctors of the court. It was quite clear that the registry and proctorial matters were, as he said, in a "sad state." Many proctors had sworn, that, when they had business to transact, they were in the habit of inquiring who was the registrar for the week; and if it was Mr. Dyneley, they delayed their business until another registrar took his place. That was a very calamitous state of things. No doubt a great part of the difficulty arose from an anxious desire on Mr. Dyneley's part to do his duty, to be particularly accurate, and so forth; but that feeling, praiseworthy as it was, seemed to have been carried to an excess. The Court could not but accede to Mr. Crosse's prayer—it could not but censure Mr. Dyneley, and admonish him to abstain from such conduct in future. He thought it ought likewise to admonish Mr. Crosse to abstain from such language in future as that he had used to Mr. Dyneley. With regard to the application to condemn Mr. Dyneley in the costs, he could scarcely accede to that request. In the first place, the costs could not be very important; and Mr. Crosse had himself made the first attack. He (Sir *J. Dodson*) should certainly admonish Mr. Dyneley to be more guarded in his conduct; and if it was repeated, he should be under the necessity of taking more stringent measures.

Mr. Crosse moved, that, as Mr. Dyneley was absent, a monition should issue, directing him to be more guarded in his conduct in future.

The Court supposed that would hardly be necessary; but if Mr. Crosse insisted upon it, a monition must issue.

Mr. Crosse said he felt compelled to insist on the monition.

The Court—If you wish it, you must have it; but it does not show a good spirit.

Mr. Crosse said he had been persecuted, and must persevere.

The monition was ordered accordingly.

COURT OF BANKRUPTCY.—JUNE 15.
(Before Commissioner GOULBURN).

TRADER DEBTOR SUMMONS.

A trader debtor summons came on for hearing, by which the plaintiff, a wine merchant, sought to recover £750 from a person named Guistiniani, and called on the defendant to show cause why he should not enter into a bond, in the usual form, for securing payment of the debt.

The defendant was examined, and stated that he was an agent in this country for the Turkish Government, also a banker and merchant. He was in correspondence with the Minister for Foreign Affairs and Marine at Constantinople relative to the building of a fleet of ten steamers to be fitted out in accordance with the treaty of Paris. An English admiral was to forward to his firm the description of steamers to be built. At first the estimate for the ten was £500,000, but it had been reduced to £300,000 or £400,000. He had lived for about eight months in a house at Twickenham, belonging to Sir Wm. Clay, of which the rent was £750 a year. He had also lodgings at Oxford-terrace, at £150 a year. He was not married. He had a housekeeper at Twickenham. One of the parcels of wine supplied to him by the plaintiff, which was taken as security for a debt, was sent to Oxford-terrace, and was subsequently removed to Twickenham. He would not admit that a bill of his for £7,500 had been dishonoured. His house had long been carrying on a large trade.

Mr. Van Sandau, who appeared for the defendant, assured the Court that he was a man of the highest character and respectability, and there could not be the slightest imputation upon his solvency or integrity.

His Honour said the plaintiff had apparently taken alarm at the way in which the wine had been dealt with; and finding that the defendant was paying rent to the amount of £900, had come to the conclusion that he could not go on long at that rate. The Court would make an order, calling on the defendant to enter into a bond, but would give time for an appeal to the Lords Justices. He hoped the Court of Appeal would lay down some rule which might regulate these courts in the evidence which they ought to hear in these cases. He thought the plaintiff was fully justified in asking for security in this case. The defendant was living in a quasi-palace, at Twickenham, for which he was to pay a rent of £750 a year. He had also a place nearer town, in Oxford-terrace, the rent of which was £150 a year. It was not to be believed that a merchant, as this man professed himself to be, and to have very extensive dealings, did not know what was meant by a dishonoured bill. The order would be that the defendant should enter into a bond within fourteen days, unless it were shown that the defendant was prosecuting an appeal.

SALOMONS v. MILLER (in Error).—The hearing of this cause, on the joint petition of the plaintiff and defendant, has been ordered to stand over till next Session.

SITTINGS AT NISI PRIUS.—On the first day of the sittings after Trinity Term, the Cause List contained an entry, in the Queen's Bench, of 69 causes, of which 22 were remanents, and 24 were marked for special juries—In the Common Pleas, of 86 causes, of which 10 were marked for special juries.—In the Exchequer, of 57 causes, of which 25 were remanents, and 25 were marked for special juries.

CALL TO THE BAR.—Edward Clive Bayley, Esq., of Calcutta, only son of the late Edward Clive Bayley, of St. Petersburg, merchant, was, on June 12th, called to the degree of the Utter Bar by the Hon. Society of the Middle Temple.

BANKRUPTCY (IRELAND).—£2,327 was the total amount of fees received in the Irish Court of Bankruptcy for meetings in 1856, together with the 7*s.* 6*d.* fee on such meetings; and £2,164 was the amount of fees received to the credit of the Bankruptcy and Compensation Fund. £1,004 was the sum received by the Secretary of Bankruptcy in Ireland.

Mr. ROBERT HOLMES.—We are happy to state that there is no truth in the report of the death of Mr. Robert Holmes, the eminent Irish barrister; he is alive and well, and residing with his son-in-law, Mr. Lenox Conyngham, in Eaton-place.—*Observer.*

RE HUMPHREY BROWN.—The following letter has been addressed to the editor of the *Times* in reference to the paragraph we extracted from that paper in our last week's number:—

"Sir,—We perceive, with very considerable surprise, a paragraph in *The Times* of this morning to the effect that the steps taken by Messrs. Linklater, the solicitors to the prosecution, had 'led to the capture of Mr. Humphrey Brown.' We beg to say that Mr. Brown was not captured, but voluntarily surrendered himself yesterday; and to add, that he has had abundant opportunities of escaping had he been anxious to do so, but that under our advice he had from the first determined to surrender. The only reason of the delay has been his desire to be prepared with the required bail (fixed, as you are aware, at a very heavy amount), so that his incarceration might be as short as possible; and this was of the more importance, as Mr. Brown is suffering from an internal complaint which might render a protracted confinement fatal.—We are, Sir, your obedient servants, TUCKER, GREVILLE, AND TUCKER. 28, St. Swithin's-lane, June 12."

Mr. Humphrey Brown was removed to the Queen's Bench Prison on Saturday last, in default of having perfected bail for £8,000, the amount ordered to be given by him. The attorneys for the prosecution have consented to accept eight sureties at £1,000 each, instead of four at £2,000 each, as originally ordered. Mr. Hugh Hill, Q.C., and Mr. Lush, have, we believe, been retained by Mr. Brown for his defence.

REFUSAL OF CERTIFICATE TO A BANKRUPT BANKER.—At the Bristol Bankruptcy Court, on the 15th instant, a certificate was refused to George Worrall Jones, banker, Crickhowell. In his judgment, his Honour (Mr. Commissioner Hill) observed that the Bankrupt Law was not meant to hold out its benefits to persons who systematically set at nought all the safeguards against ruin which honest traders had devised for their own protection and that of their creditors, and which now formed the established usages of commerce. In this case it was quite clear that the bankrupt had neglected these safeguards, and he must therefore now bear the consequences of the conduct he had pursued. His claim to a certificate was disallowed; but, in consideration of his advanced age, and that his services would be required in realising the estate, protection would be granted, liable to its discontinuance on its being shown to the Court that it was no longer deserved. The deficiency apparent on the bankrupt's balance-sheet is little short of £40,000, and the dividend is not expected to be more than 1*s.* 6*d.* or 2*s.* in the pound.—*Daily News.*

ALLEGED FORGERY BY AN ATTORNEY.—LIVERPOOL, *Tuesday.*—At the police court to-day, Mr. John Shattock, a solicitor, was brought before Mr. Mansfield, on remand, charged with having forged an acceptance of 36*l.* 10*s.* 6*d.* in the name of Messrs. Little and Murray. From the evidence it appeared that the accused was attorney to the prosecutors, and in the course of his professional occupations had on several occasions on their behalf to go to London and other places; that in May last he signed the names of Little and Murray to the acceptance alleged, which was passed into the hands of a Mr. Cole at Bristol, where it was discovered to be a forgery. For the defence it was urged that permission had been given to the accused to attach the name of the firm to the acceptance, the expenses of the accused being larger than could be met by Mr. Little, then in London. The counsel for the defence characterised the prosecution as most cruel and oppressive, inasmuch as the bill had been met, and no person had suffered, and that the object of the promoters was quite vindictive. The payment of the money was admitted by the witnesses for the prosecution, but Mr. Mansfield could not do otherwise than commit Mr. Shattock for trial, and other charges were remanded for seven days.—*Daily News.*

ROYAL BRITISH BANK.—It will be in the recollection of the public that Mr. Apsley Pellatt, late M.P. for the borough of Southwark, was one of the original directors of the Royal British Bank. It appeared from his examination in the Bankruptcy Court that he was a party to some improper proceedings in connection with the formation of the bank; but he left it in the year 1850, without taking anything from it, and without sharing in the plunder. We understand Mr. Pellatt's case has been considered by the law officers of the Crown; and that, after a full consideration of all the circumstances, it has been determined not to make any charge against that gentleman.—*Times.*

Mr. Knowles is, it is said, about to resign the office of Attorney-General to the county Palatine of Lancaster, in consequence of his intention to retire from the Northern Circuit.—*Times.*

Mr. Charles Wordsworth, Mr. Robert Lush, Mr. John Locke, M.P. (the City Pleader), of the Home Circuit, and Mr. Phipps, of the Northern Circuit, have been appointed her Majesty's Counsel.

Charles Cooper, Esq., Chief Justice of the Supreme Court of South Australia, was knighted on June 18.

The Sub-sheriff of Tipperary has proclaimed James Sadleir, late of Clonacody, an outlaw.

Recent Decisions in Chancery.

SUCCESSION DUTIES ACT—TENANT IN TAIL IN REMAINDER.

Wilcox v. *Smith*, 5 W. R. 667.

In this case an important question was raised as to the construction of the 2nd section of this Act, and one which, if it had been decided against the Crown, would have materially affected the revenue arising from the succession duties. The Act came into operation in May, 1853, and the question raised in *Wilcox* v. *Smith* was, whether the case of a remainderman, under a will executed prior to that date, but who did not become tenant in possession until a subsequent time, was within its provisions. *Kindersley*, V. C., held, after a very elaborate argument upon the construction of the statute, that the case was within the language of the 2nd section, and therefore decided in favour of the Crown.

LEASES AND SALES OF SETTLED ESTATES ACT (19 & 20 VICT. C. 120)—PRACTICE.

Re Reedley's Settled Estates, 5 W. R. 649; *Re Hooper's Settled Estates*, Id. 670; *Re Procter's Settled Estates*, Id. 643.

The practice under the 37th and 38th sections of this Act still continues unsettled, and we accordingly find a marked difference of procedure in different branches of the Court. The Master of the Rolls (see *ante*, 518) requires that the consent of a married woman, as provided by the 37th section—at all events where she is the petitioner—should be first taken before a petition under the Act is presented. In *Re Reedley's Settled Estates*, *Kindersley*, V. C., appears to have adopted the same view. *Stuart*, V. C., however, in several instances, has made orders on petitions under the Act, where the consent of the married woman had not been obtained previously to the hearing. His Honour considers that the practice at the Rolls ought not to be followed, inasmuch as it requires a consent to be taken in a matter not before the Court. In *Re Hooper's Settled Estates*, *Wood*, V. C., adopted a middle course, by suggesting that the examination of the married woman should be made after the presentation, and before the hearing, of the petition, which appears to us to be a convenient and reasonable construction of the Act. In *Re Procter's Settled Estates*, *Stuart*, V. C., after conferring with the Master of the Rolls and the other Vice-Chancellors, ordered that the leases, which it was the object of the petition to enable trustees to grant, should be settled at chambers, without the intervention of any of the conveyancing counsel of the Court, unless it were found at chambers to be necessary or desirable to have such assistance.

EXECUTOR—WILFUL DEFAULT—PLEADING.

Sleight v. *Lawson*, 5 W. R. 589.

In this suit, which was for administration of the estate of a testator who resided in Jamaica, the bill charged that the personal estate was of a certain large amount, as appeared by an inventory made by two of the executors, and that, when realised, the amount produced was more than sufficient for, but that the whole amount was not applied in, the payment of the testator's debts and funeral and testamentary expenses; and further, that, if the particulars mentioned in the inventory had not been realised by the executors, they had been guilty of wilful neglect or default. The prayer was for an account of the personal estate received by the executors, or which, but for their wilful neglect or default, might have been received, and of the application thereof. There was no allegation in the bill as to any particular instance of wilful default, and *Wood*, V. C., therefore refused an inquiry as to wilful default. "In this case," said his Honour, "there was a general charge in the bill that the defendants had received assets, and that, if they had not received them, then that the defendants were guilty of wilful default—not calling their attention to any one particular item. Some particular item, such as 'slaves' or 'sugar,' ought to have been pointed out upon which to ground the inquiry, and the attention of the defendants called to it. At the same time, it was not necessary that the plaintiff should actually establish wilful default at the hearing, or else have his bill dismissed." This decision proceeds on the principle that the bill is distinct notice to the defendants of the case which they are called upon to meet, so that they may be able to shape their defence accordingly. The same principle finds frequent illustrations in the reported cases, especially where the bill charges fraud, breach of trust, or wilful default. In such cases vague general allegations are most likely to be made, and would be unjust towards the defendants, if, upon such allegations, courts of equity were to leave defendants at the mercy of such evidence as the plaintiff might manage to get up before the hearing of the cause. In suits where wilful default is charged against executors, Lord *Eldon* laid down the rule in terms similar to those in which V. C. *Wood* stated it in the present case—"You must not only allege a case for such an inquiry, and must pray for it, but you must prove at least one act of wilful default." The rule thus stated was generally followed under the old practice; though, since the Chancery Amendment Act, and the consequent Orders, a disposition to modify it has sometimes been evinced by the Court (see *Mirehouse* v. *Herbert*, *ante*, 498). Commenting on Lord Eldon's rule, *Knight Bruce*, L. J., in *Coope* v. *Carter* (2 De G. Mac. & Gor. 292) remarked that a case of wilful default might be alleged, and a prayer founded on it; but the circumstances appearing by admission or proof might only raise a case of suspicion in the mind of the Court as to whether or not an act of wilful default had been committed; and in such a case his Lordship thought that he ought to direct an inquiry, not directly as to wilful default, but upon the results of which he might ground a new order, and at a future stage direct an inquiry as to wilful default. *Coope* v. *Carter*, however, is sometimes cited as an authority, that, on further directions, it is not proper to direct such an inquiry; a proposition expressly laid down in two cases decided by Lord *Langdale*. In *Garland* v. *Littlewood* (1 Beav. 527) the bill specifically alleged wilful default, but at the hearing only the common accounts were directed. On the cause coming on for further directions, it appeared from the Master's report that the executors had made wilful default; and yet Lord *Langdale* held that no inquiry on the subject could then be directed. In *Green* v. *Badley* (7 Beav. 274) the bill alleged specific breaches of trust and wilful default against trustees and executors; but, at the hearing, the common accounts only were directed: and there also Lord *Langdale* would not, upon further directions, direct inquiries with the object of substantiating the charges as to the breaches of trust. The same reason exists for refusing such inquiries on further directions where the pleadings would have warranted them at the hearing, as for refusing them at the hearing where the pleadings do not specifically raise the question of wilful default. If no specific default is alleged, the defendant is not called upon to go into evidence to rebut general allegations, and he, therefore, is entitled at the hearing to resist any relief prayed on the ground of such general allegations; and so, when a decree is made for a common account, the defendant acts upon the footing of such decree; and it has been considered to be improper to allow the plaintiff, while the defendant was performing his duty under the decree of the Court, to go on making up against the defendant a new case, for the purpose of obtaining substantially a new decree when the cause came on for further directions. V. C. *Wood's* decision in *Sleight* v. *Lawson* tends to remove any doubt that might have been thrown upon the rule as stated by Lord *Eldon*, on account of the remarks of *Knight Bruce*, L. J., in *Coope* v. *Carter*; though it certainly appears to be at variance with the views entertained by V. C. *Stuart*, as to the effect of the Chancery Amendment Act and the New Orders on the practice of the Court, as stated by Lord Eldon. In *Mirehouse* v. *Herbert*, his Honour seemed to entertain no doubt, that, though a decree had been made at the hearing for a common account only, yet the judge in Chambers might so shape his order as to meet the case of wilful default.

Cases at Common Law specially Interesting to Attorneys.

MASTER AND SERVANT—CONVICTION UNDER 4 GEO. 4, C. 34, S. 3.

Re Baker, 5 W. R., Q. B., 623; Exch. 661.

In this case an application was, in the first instance, made to the Queen's Bench for an *habeas corpus* under the following circumstances:—Baker had been in the service of certain potters, and whilst the contract of service (which was not in writing) was still in force, gave notice to his masters that he should leave; and did leave accordingly. Upon this he was charged before the magistrates, under 4 Geo. 4, c. 34, s. 3, which gives power to a magistrate, on its being made to appear to him that a potter (or other servant of the same kind) has not fulfilled his contract of service, to commit him to prison with hard labour for any period not exceeding three months, and *to abate a proportionable part of his wages* for such period, or, *in lieu thereof*, to punish the offender by abating his wages or discharging him from the service. The magistrate found Baker guilty of misconduct by absenting himself from service as above

mentioned, and sent him to prison for one month. Upon his discharge, the original period of service being still unexpired, he refused to return to his master, but hired himself to another person in the same trade. For this offence he was again convicted and remitted to gaol for another month. It was now contended on his behalf, that, never having returned to his master's service after the first conviction, no fresh offence had been committed under the Act by his refusing to return, and hiring himself elsewhere. It was, in fact, one continued absence, for which he had been already punished, and, therefore, the case was not within the jurisdiction of the magistrates. The conviction was also impugned because of some defects in its form, which were not entertained by the Court; and as to the main question, they supported the conviction, and refused the *habeas corpus* prayed for, because they thought, that, when the prisoner was liberated after his first imprisonment, and did not return, there was a fresh offence under the statute; for the prisoner then absented himself unlawfully; he committed a new offence, as he was still liable to serve, and did not return to his service. Accordingly the *habeas* was refused.

The writ, however, was afterwards issued out of the Court of Exchequer, and Baker was brought up accordingly before that Court, together with a return setting forth his conviction. In support of a motion for his discharge, the same grounds were urged in his behalf as on the previous application to the Queen's Bench. But the counsel in support of the conviction argued for its validity on a ground on which it was ultimately quashed. He drew the attention of the Court to the power given to the magistrate to abate, &c., the wages of the offender during the period of his imprisonment, and he inferred from this that it was meant that during and after such period the contract of service should remain in force. *Pollock*, C. B., however (with Barons *Bramwell* and *Martin*), thought that the insertion of this power made it imperative on the magistrate to adjudicate as to the question of abatement, and that his having failed to do so on this occasion vitiated his conviction. The Chief Baron, however, went much farther, and stated his opinion to be, that it was not the intention of the Legislature in the provision in question that a workman should be sent to prison more than once for not fulfilling his contract; and he added, that he thought it better to express his opinion as to this, as a Bill was in preparation for the amendment of the enactment. "It appears to me," said his Lordship, "to be contrary to the English law, and at variance with the principles according to which that law is administered, that a man should be punished over and over again for a matter which would admit of only one compensation by suit. And I also think that this mode of enforcing labour is about as bad as possibly could be devised. The treadmill is, in my opinion, a very improper instrument for enforcing the labour of the people of England, from day to day, and from month to month." The only dissentient in this Court to the discharge of the prisoner was Mr. Baron *Watson*, who disposed of the point taken by the other Barons by considering the conviction might be supported under an earlier statute on the subject (6 Geo. 3, c. 25), still unrepealed; that that Act providing for imprisonment only, without saying anything about wages. The prisoner was discharged from custody in accordance with the view taken by the majority of the Court.

ATTORNEY—PRINCIPLE OF HIS REMUNERATION—TAXATION OF COSTS.

Ex parte Marshall (*Re Wooler*), 5 W. R., Q. B., 652.

This was an application for the review of the taxation of costs, made by the Master of the Crown office, in the late prosecution of Mr. J. S. Wooler for poisoning his wife. And the case is important, because it elicited from Lord *Campbell* a strong and satisfactory expression of his well-known opinion as to the principle on which an attorney's remuneration should be regulated—viz. in proportion to the skill and labour he has bestowed. The question came before the Court upon a rule calling on Wooler to show cause why the taxation should not be reviewed—such taxation having been made on a different calculation—viz. by the *length* of the documents charged for, and by that alone. It appeared that Wooler, on being apprehended on the above charge, had retained Mr. Marshall (an attorney at Durham) to defend him; and, for the purposes of the defence, it became necessary to prepare an analysis of the evidence of the prosecution, showing its inaccuracies and inconsistencies. This task was accordingly undertaken by Mr. Ford (one of the firm of the London agents of Mr. Marshall), and was accomplished by him after a week's hard labour. When finished, it extended to more than 800 folios, and materially served the purposes of the defence. The bill of costs delivered to Mr. Wooler contained an item of 31*l.* 18*s.* for drawing the above analysis, calculated at the rate of one shilling a folio; but the Master would allow only 4*d.* a folio, and consequently taxed off about £21. Some correspondence on the subject took place between the parties; and an application was made at Chambers for a review of the taxation; which was refused by Mr. Justice *Erle*, because he thought the *Court* ought to say whether an attorney who brings great skill to bear upon his client's case is to be remunerated as if it were a common item. Ultimately, the attorney for Wooler gave notice that he intended to apply to the Court for a review, but in the meantime demanded and accepted the payment of the sum for which the Master had given his *allocatur*. As the event turned out, this was a most injudicious step; for though it was urged in support of the application for a review, that the money found due by the *allocatur* had been received "without prejudice," the Court held, that, the money having been paid, the matter could not now again be opened up. Lord *Campbell*, however, said—"I regret that we must discharge this rule, because I think an attorney ought not always to be paid according to folios, but that he should be remunerated according to his skill and labour bestowed upon the case." The rule was discharged without costs.

CORONER'S REMUNERATION—INQUEST "DULY TAKEN," MEANING OF—SUPERINTENDENCE OF JUSTICES.

Reg. v. *Justices of Gloucester*, 5 W. R., Q. B., 655.

This was an application by the coroner of the county of Gloucester to be allowed his fees for holding two inquests—one on the body of a woman found dead in her house; the other on the body of a child scalded to death. It appears that the personal remuneration of coroners depends upon 25 Geo. 2, c. 29, by which the fee of 20*s.* is directed to be paid to him when an inquisition is "duly taken;" and upon 7 W. 4 & 1 Vict. c. 68, by which he is to be paid a further sum of 6*s.* 8*d.* "for every inquest holden by him on the justices passing his accounts as correct, over and above any sums he may have expended." There is also the case of *Reg.* v. *Justices of Kent* (11 East, 229), which decides that (with respect to the fee payable under the statute of Geo. 2) the justices are the proper persons to decide whether or no the inquest is "duly taken" in any particular instance. In that case the magistrates had disallowed the fee, because it appeared that the inquisition had been taken in respect of the death of a man who died suddenly, but (as the jury returned) by the visitation of God; and this, though the coroner had been called on by respectable inhabitants of the place to execute his office before he interfered. But Lord *Ellenborough* said, that there were many instances of coroners having obtruded themselves into private families, to their great annoyance and discomfort, without any pretence of the deceased having died otherwise than a natural death (which was highly illegal); and that the justices were the persons to judge whether in any particular instance the inquisition had been *duly taken;* and that, there being no ground to suppose they had exercised their judgment as to the inquest in question with any undue bias, the Court would not interfere with their decision. And this ruling was afterwards (and since the passing of 7 W. 4 & 1 Vict. c. 68) reconsidered and upheld by the Court in the case of *The Queen* v. *Justices of Carmarthenshire* (10 Q. B. 796), in which Lord *Denman* delivered an elaborate judgment, the effect of which was to throw upon the justices the duty of deciding in every instance whether the coroner was entitled either to his fee of £1 under 25 Geo. 2, c. 29, or to his additional fee of 6*s.* 8*d.* under 7 W. 4 & 1 Vict. c. 68. But according to this judgment the repayment to him of sums he has paid to witnesses, experts, and others is not dependent upon the inquest being "duly taken"—*i. e.* taken not merely according to due form of law, but *under such circumstances as made it proper that it should be taken.* The concluding observations of Lord *Denman* are well worth attention—"All temptations to hold inquests unnecessarily are removed by making the coroner's own remuneration depend on the decision of the justices, formed on an examination of all the circumstances. But those who obey his authority, as they must do, in giving their attendance, and taking part in any inquest, have their remuneration certain; while, if he errs through inconsideration or officiousness, he is not punished to such an extent as might tend to make him improperly slow in the execution of his office, which might be the case if he held every inquest at the peril, not merely of losing his own time and labour, but, being saddled with all the expenses of the inquiry."

In the present case the justices disallowed the fees of £1 and 6*s.* 8*d.* on both of the above inquests, considering them not to

have been duly taken. And the Court of Queen's Bench—adhering to their own previous view, as shown in the two cases we have mentioned, as to the justices, and the justices alone, being the persons to decide whether the inquisition had been duly taken within the meaning of the Act—refused the rule as to the fee of £1, but they allowed it as to the 6*s.* 8*d.* It does not appear from the report what was the ground of the distinction thus made; but from the arguments and *dicta* in the previous case of *The Queen* v. *Justices of Carmarthenshire*, it may be collected, that their reason was that the words in the statute 7 W. 4 & 1 Vict. c. 67, are not on "every inquest duly taken," but on "every inquest held."

It seems to us that the judgment of Lord *Denman*, substantially adopted by the Court in the case under notice, leaves this matter (doubtless a very important one) upon a satisfactory footing enough. It is very necessary that no obstructions of a vexatious kind should be opposed to the performance of the coroner's duty. But it is scarcely less so that the privacy and grief of families should not be obtruded upon unless in cases where the interests of society require the sacrifice. There cannot perhaps be a better safeguard than the confiding the question as to the coroner's personal remuneration to the justices at sessions. We think, however, that they should have discretion both as to the fee allowed by 25 Geo. 2, c. 29, and the additional *bonus* authorised by 7 W. 4 & 1 Vict. c. 67. But, as we understand the report of the above case, their discretion would seem to be confined to the fee payable under the former statute.

Professional Intelligence.

Metropolitan and Provincial Law Association.

A meeting of the managing committee was held on the 10th inst. The Secretary read his letter to the editor of the *Law Times*, accepting the Editor's offer to submit the question pending between him and the association to a committee of investigation, and specifying the allegations which the committee understood to be made against them, and requesting to be informed if any were omitted.

The Secretary reported that the letter had been sent on the 21st of May, together with a statement of the proceedings at the last meeting of the managing committee; that, in the *Law Times* of the 23rd May, the statement of the proceedings had been published, except the 2nd, 3rd, 4th, and 6th sentences, which had been suppressed; but that the letter had not been published, nor had the Secretary received any answer to, or acknowledgment of, it.

A paragraph in the *Law Times* of the 30th May was read referring to the letter, and misrepresenting its purport, stating that the Editor had not had time to reply specifically, and expressing a hope that he would have leisure to do so in the following week.

An article in the *Law Times* of the 6th June was read, commenting upon the letter, which was again misrepresented, repeating, in a varied form, the charge against the managing committee, and demanding a specific reply to such charge; also offering to discuss the details of the evidence by which the Editor was prepared to support the charge in the columns of the *Law Times*, and afterwards to go to arbitration, before the committee of investigation, upon such facts as were disputed, and upon the general question as to the truth or falsehood of the charge.

It was, therefore, resolved that a letter be written by the Secretary to the Editor of the *Law Times*, expressing the opinion of the managing committee, that the former letter of the Secretary had been misrepresented, and that if, instead of misrepresenting it, the Editor had permitted his readers to judge of it for themselves, by giving to it, as the committee had requested, the same publicity that was given to the challenge of which it was intended to be a public acceptance, he would, in the opinion of the committee, and, as they thought, of the public also, have acted more in accordance with the principles of justice and fair dealing; and insisting that the former letter of the Secretary was a direct acceptance of the Editor's proposal in its entirety; and concluding by repeating the request that the Editor would nominate the two members of the society whom he desired to place upon the committee of investigation, and that he would give to both the letters the same publicity that he had given to his charges against the managing committee.

A draft circular to the members of the society upon the recently published Report of the Commissioners appointed to inquire into the subject of Registration of Titles was read, and referred to a sub-committee.

Letters were read from the Incorporated Law Society and Mr. Moss (Hull), in reference to costs in criminal prosecutions; also a letter from the Liverpool Law Society, communicating a resolution of the society that it would be highly desirable for the society to give their support and concurrence to the Metropolitan and Provincial Law Association in any steps that might be adopted for securing a uniform and liberal scale of costs.

A draft circular, addressed to the Provincial Law Societies, requesting further information with a view to enable the committee to prepare the general scale, and particularly for copies of bills of costs in ordinary cases, as taxed and allowed at the different assizes and sessions, was read and settled for circulation.

A communication from the Liverpool Law Society was read, in reply to the circular of the managing committee on the subject of bankruptcy administration, inclosing an extract from a paper prepared by the society for the Mercantile Law Conference, 1857, and a copy of the answers of the society to the questions of the Bankruptcy Commissioners. The Secretary stated that these papers had been communicated to the Law Amendment Society.

A draft circular to the committee and corresponding members, to accompany the annual report, was read, revised, and adopted.

Mr. Charles Reynolds Williams, of 62, Lincoln's-inn-fields, was unanimously elected a member of the committee.

The following new members have been elected:—

Mr. H. Abbot, Bristol.	Mr. C. Greville, Bristol.
,, W. Brittan, ,,	,, G. Greville, ,,
,, A. Brittan, ,,	,, J. J. Leman, ,,
,, C. Bevan, ,,	,, H. A. Palmer, ,,
,, A. Cox, ,,	,, J. D. Wadham, ,,
,, H. Duplelx, 61, Lincoln's-inn-fids.	

The name of Mr. John Ingram, of Brighton, was accidentally omitted from the list of new members sent with the last statement of the proceedings of the committee.

Correspondence.

DUBLIN.—*(From our own Correspondent.)*

Exchequer.—Harrison v. Sandes—Etiquette of the Bar.

In this case, the very strict rules enforced by the bar on circuit appeared to have given rise to great inconvenience, and some loss, to a suitor, without any default on his part. The suit was a proceeding on *scire facias* to revive a judgment, and the case was entered for trial at the Galway Spring Assizes. Unfortunately for the plaintiff, the junior brief had been delivered by his attorney to a gentleman who was not regularly admitted a member of the circuit bar, but was only proposed for it—or, in technical language, was a probationer. In the accidental absence from Court of this gentleman, the case was called on, and *Fitzgibbon*, Q.C., who was leader in the case, was commencing, in the absence of his junior, to open the pleadings, when counsel for the defendant objected to his doing so, on the ground that such was the exclusive privilege of the junior bar. *Fitzgibbon* thereupon requested another barrister to open the pleadings, *pro formâ*, for the absent counsel; but, as the latter was not admitted a member of the circuit, no junior would consent to do so. The case was consequently struck out, and a bill of costs of the day, amounting to more than £50, had been furnished by defendant's attorney. The application now was to set aside a rule that had been obtained to stay plaintiff's proceedings until the costs were paid.

The Court ordered that the rule should be set aside, but without costs, on the ground that the case was prematurely struck out, having been so before the jury were sworn, and therefore before the time at which the services of plaintiff's junior counsel were actually required. The Lord Chief Baron observed, that the plaintiff might very well have opened the pleadings himself, and that, in his opinion, the objection would more properly have come from some member of the bar who was not engaged for the defendant, so that his zeal for the interests of the bar might not have been mixed up with that for the interests of his client.

Criminal Appeal Court—Informations given in Evidence against the Informer.

The Queen v. *M'Hugh.*

This case came before the Court under the following circumstances:—Condy M'Hugh was indicted, with several others, at the last assizes for the county Donegal, for unlawful confede-

racy, under the statute rendering such confederacy illegal. The principal evidence against the prisoners was an approver of the name of M'Glynn. The Crown proposed to give in evidence against M'Hugh, as distinguished from the other prisoners, an information made by him when he was inclined to act as a witness for the Crown. For that purpose, the resident magistrate of Glengis, county Donegal, was called, who stated that when the prisoner was in custody he made a voluntary statement to him, after being asked the offence with which he was charged. Shortly after, the prisoner again sent for Mr. Cruise, and stated that he would become a witness. His informations were accordingly written, and an oath administered by Mr. Cruise. The prisoner remained in gaol as a Crown witness. He subsequently refused to adhere to his information, and was then tried along with the other parties. It was argued on behalf of the prisoner, that the information should not be received as a confession, and therefore was not voluntary, and also it being under oath rendered it inadmissible. Baron *Pennefather* received the evidence, but reserved the point. The case was argued before the Court of Criminal Appeal on the point reserved—namely, whether under the circumstances, as above stated, the Judge properly received the information in evidence.

The Chief Justice pronounced the judgment of the Court, to the effect that the information made by the prisoner ought not to have been received in evidence against him. The trial was therefore illegal, and the prisoner should be discharged.

THE COURT OF DELEGATES.

A Court of Delegates is to the majority of our readers known only as a thing of the past. For a series of years the Judicial Committee of the Privy Council—a tribunal which, with all its defects, undeniably comprises a more brilliant array of judges than any other court—has been the Court of Appeal open to suitors dissatisfied with the decisions of the Arches. The "Delegates" are best known to this generation through the humorous descriptions in "David Copperfield," and by means of old editions of "Blackstone."

But Ireland is in many respects behindhand in the march of improvement; and in this among the number. The appeal here lies from the very able judge of the Prerogative Court to an appellate tribunal, compounded of heterogeneous materials, and open to a variety of objections. In ordinary cases, perhaps no sound objection can be urged against the nomination of members of a Court of justice by the Crown. But in a case like that of *Wilson*, now daily undergoing discussion—where a large sum of money is involved, and where the Crown is one of the parties litigant—there is a manifest impropriety in the ultimate decision being left to a knot of persons selected by the Crown. On the present occasion, this Court consists of two venerable common law judges and two advocates. The latter are undoubtedly men of standing in their profession; but we cannot forget that one of them has just been electioneering on behalf of Government candidates; and that the other has recently been advanced to a well-paid and not over-worked office under the Crown. It would, we think, be more becoming were other hands charged with the task of judging in, *Re Wilson*, between the Crown and the subject. Another ground of objection is, that the offices of advocate and judge are incompatible; and more especially where the same advocates and proctors practise in both courts; and the judge of to-day appears as a holder of briefs to-morrow.

In taking a cursory view of the Court of Delegates, we were struck not only by the anomalous position of these advocate-judges thus appointed by the Crown, *pro hâc vice*, to determine whether the Crown be or be not entitled to a vast amount of property, but also by another fact which appeared to us quite inconsistent with the proper constitution of a Court of justice. The office of Registrar of the Delegates Court is filled by Mr. H., second partner in the firm of T., H., & O., proctors; and it so happens that the proctors for one of the litigant parties in this great suit are the aforesaid firm of Messrs. T., H., & O. For the sake of appearances, the name of Mr. H. may very probably be omitted from the proceedings; but this circumstance (if such be the case) cannot really lessen the impropriety of any partnership whatever existing between the officer of a court and a practitioner in that court. That both the officials and the practitioners are upright and honourable men we have no doubt whatever; but the administration of justice should be above suspicion; and we think that it ought to be *impossible* for judges to receive briefs from proctors, as well as for proctors and registrars to share the profits of any business transacted either in the appellate or in the inferior court.

EDINBURGH.—*(From our own Correspondent.)*

In the last number of the Journal, we gave a short sketch of the procedure necessary to be adopted in Scotland to obtain a divorce, on the ground of adultery. We now propose to make some remarks on the practical working of the system, and to point out in what respects it appears to be worthy of imitation, and in what respects we think it defective, and capable of improvement.

In the first place, a system of procedure, to be a good one, must be cheap, so as to be within the reach of every class of the community. The expense of carrying through a suit to a successful termination must, of course, vary with the circumstances of each individual case; and all that can be required of any system is, that it does not create unnecessary expense. The Scotch system is not open to objection on this head. A poor man, if he has a "*probabilis causa litigandi*" (which is judged of by certain legal gentlemen appointed for that purpose), is entitled to sue *in formâ pauperis*, or, in other words, is placed on the Poor's Roll of the Court of Session. He is then entitled to have the gratuitous assistance of certain counsel and agents, appointed annually by their respective bodies to attend to the cases of the poor. He is excused from paying the fees of court. The sheriffs who take the proof are paid by Government; so that the only expense for which he has to provide is that of bringing up his witnesses for examination, and which would seem to be a necessary expense under any system. We can, therefore, truly say that the doors of justice are open to the poorest; and it is by no means uncommon to find parties suing *in formâ pauperis*. Indeed, the poorer classes more frequently take advantage of the facilities which the law affords for obtaining a divorce than their richer neighbours; probably because they care less for the exposure, which, to a greater or less extent, necessarily follows in such cases.

The Scotch system of procedure seems also very well to fulfil another requisite of a good system—namely, in the precautions which it takes to exclude collusion between the parties. The oath of calumny, of which we gave the form in our last communication, is administered to the plaintiff by a Judge of the Supreme Court. After which he carefully examines, first, the pleadings, and then the proof, in order to satisfy himself that the case is relevant, and clearly made out.

So far, therefore, the Scotch system of procedure would appear to fulfil the ends for which it was designed; but it appears to us to be open to the serious objection that the witnesses are not examined, nor the evidence led in presence of the Judge who is to decide the case. The mode at present adopted, of taking the proof by commission, and reporting it in writing to the Judge, was in force, until recently, in all cases in Scotland, trial by jury being of very modern introduction; and it has, no doubt, been continued in this particular class of cases from an idea that the details of such cases were not fit for discussion in open court. This may be to some extent true, and may be an evil; but it appears to be an insignificant one compared with miscarriage of justice, which we are quite satisfied must, in many cases, take place when the Judge or jury have not an opportunity of seeing the demeanour of the witnesses when under examination. But the evil might be easily avoided by adopting the course followed in trials for rape in the criminal court; that is, by trying the case with closed doors, no one being permitted to be present but those engaged in the case *ex officio*, and members of the bar. For ourselves, we should much prefer having the case tried by a jury in open court; but in this we are well aware that we do not speak the opinions of the majority of (more especially the older) lawyers in Scotland, with whom trial by jury in civil cases has always been unpopular to a degree which no English lawyer can understand.

Out of this form of taking proof, other evils of a serious nature arise, from which the system in England will not suffer, since it appears to be taken for granted there that the proper way of trying questions of divorce is before a jury. It is a part of our practice, that, when the action is at the instance of the husband, he is bound to furnish his wife with funds to enable her to conduct her defence; and the Judge, from time to time during the progress of the case, orders such sums to be paid as he may consider necessary for that purpose. The reason for this of course is, that, during the subsistence of the marriage, the husband has, by law, the entire control and disposal of the common funds; and it is but fair, and indeed necessary, for the ends of justice that the wife should obtain a part of them, in order that she may be put in a position to establish her innocence, which otherwise she might be unable to do. As may be supposed, where the husband has to pay for both sides, there are numbers of practitioners ready and willing to undertake the

defence of the wife whether innocent or guilty, and such cases accordingly not unfrequently fall into the hands of counsel and agents, who, to say the least of them, are no honour to the profession. It is of course their interest to create as much delay and expense as possible. There is no sufficient power in the sheriffs to compel the parties to lead their proof continuously, or to dispose of questions of law arising upon the proof; or if it exists, it is not exercised; because, as an appeal lies to the supreme Judge, the sheriff, acting as a mere commissioner, feels naturally reluctant to interfere in the conduct of the case, or to undertake responsibility to any further extent than is absolutely necessary. The consequence is, that the witnesses are brought up on diet after diet, and the examinations are conducted at a length, and with a degree of irrelevancy, which would not be ventured upon before a Judge in open court. All this would be put a stop to by a trial in open court before a Judge, either with or without a jury, and the intolerable evils of the present system would be got rid of. There are some minor evils in the course of procedure which might be corrected if any changes were made in the law of divorce, but those above mentioned are the gravest.

Before leaving the subject of divorce, there is one point in it which has given rise to a great deal of discussion in the House of Lords, which, therefore, it may be well to notice; and that is, whether or not the divorced party should be permitted to marry the person with whom the adultery has been committed. The law of Scotland on this point is somewhat peculiar. An old Scotch Act, 1600, c. 20, with the usual brevity for which all our old Acts are distinguished, runs in these words:—"Our Soveraigne Lord, with advyce of the estaites of this present Parliament, deemes all marriages to be contracted hereafter by any persons devorced for their owne cryme and fact of adulterie from their lawfull spouses, with the persons with whom they are declared by sentence of the ordinar judge to have committed the said cryme and fact of adulterie, to be in all time coming null and unlawfull in themselves, and the succession to be gotten by sik unlawfull conjunctions to be unhabile to succeed as heires to their said parents." There is no other Act prohibiting such marriages; but it will be observed, that, by this Act, it is only marriages "with the persons with whom they are declared *by sentence of the ordinar judge*" to have committed adultery that are declared to be null; and accordingly the sentence pronounced in these cases (the ordinary form of which was previously given) does usually specify the name of the person with whom the adultery was committed. But this is not necessary—the judgment is perfectly good without it, and it is omitted when the parties desire it, and there is then no bar to the marriage of the parties. We have never heard, and are not aware, that the morals of the community have suffered from this laxity of practice.

We shall be happy if the slight sketch which we have given of the law and practice in divorce cases in Scotland shall have furnished any hints which may be of use in the consideration of the Divorce and Matrimonial Causes Bill, or which may induce some public-spirited man to undertake the reform of our own law on the subject.

SAVINGS BANKS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I will now endeavour to show that there is no reason why the national funds should suffer from loss or damage which may occur to savings banks, either through fraud, or by variations in the price of funds; and I will point out a mode in which indemnity against all such charges may be found.

The legal establishment of savings banks dates from the year 1817 (57 Geo. 3, c. 130). The Acts of that and the following year were intended to encourage and support the establishment of savings banks, then new and little known in this country. The Act of 1828 (9 Geo. 4, c. 92) repealed the former Acts, made further enactments, and more particular and exact regulations. The Act of 1833 (3 Will. 4, c. 14) enabled savings banks to grant annuities. The important Act of 1844 (7 & 8 Vict. c. 83) made various amendments in the previous law. It reduced the rate of interest allowed by Government to 3*l.* 5*s.* per cent. per annum, and fixed the maximum rate to be paid to depositors at 3*l.* 0*s.* 10*d.* per cent. per annum, or 2*d.* per day on £100, leaving to trustees and managers power, with the approbation of the National Debt Commissioners, to make payments to depositors at a lower rate; which power is generally, but not in all cases, acted upon, the object being, that the difference between 3*l.* 5*s.* per cent. paid by Government and the rate paid to depositors be equal to the expenses of management, which vary in different banks.

Under these rules of management a growing charge on the Consolidated Fund accumulates. The Government undertakes to repay, when demanded, the full amount deposited. The Government, or their agents, the National Debt Commissioners, buy stock in the public funds when deposits accumulate, and sell when demand for payment occurs. And it has been found that the occasion for buying operates when the price of funds is high, and for selling when the price is low. To the loss arising from difference in price must be added the broker's charge for buying and selling. In the early years of savings banks it was the national policy to make those establishments favourably known to the people at large by paying liberal interest, and by liberally bearing the risk of buying and selling stock, but it probably was not foreseen how large an amount of charge would accumulate thereby.

Savings banks, with entire Government security, do not now require any such extraordinary support; and I intend to show that depositors are fairly entitled only to such interest as is paid by Government on Exchequer Bills, deducting therefrom charges of management, and loss by fraud or otherwise.

It surely is sufficient advantage to depositors if Government undertakes the management of their money without any charge, except, so to say, costs out of pocket, and pays interest to them at the same rate as to other parties who advance their money to the State.

That the Consolidated Fund, derived from taxes paid by all men according to their degree, should continue charged with the burden, which is, in fact, a bonus upon savings bank deposits, admits no other defence than has in past times been used to justify similar payments as a bonus upon the cultivation or exportation of certain articles. The rate of interest paid on Exchequer Bills is a safe guide—it is liable to variation from time to time, and the charges and losses incurred by management of savings banks vary; therefore the rate of interest paid to depositors should also vary. The annual accounts of savings banks terminate on the 20th of November. The National Debt Commissioners should have power, under the Act of Parliament, with the concurrence of the Lords of the Treasury, to take account of the charges and losses incurred during the past year, and as soon as convenient, say in the month of January following, fix and make known the rate of interest to be paid for the then current year, such rate to be the same as is payable on Exchequer Bills, less a deduction sufficient to make good, as nearly as can be ascertained, the charges and losses sustained in the previous year. And in case it should subsequently appear that the amount of the said charges and losses has been taken too high or too low, power should be given to vary the rate to be fixed in any succeeding year accordingly.

If any mode can be suggested by which the amount of charge and loss can be correctly settled and deducted from interest during the current year, it will be preferable, because more exact. The deduction is not likely to be felt keenly by depositors. The deposits of about four-fifths of the whole number of depositors in savings banks are from under one pound up to fifty pounds. The average of these deposits is probably under fifteen pounds. Suppose the average to be twenty pounds, a deduction from interest, at the rate of five shillings per cent. per annum, would be a charge on each such deposit of one shilling in the year, which, added to the present usual deduction for management, would probably be found to amount to more than sufficient to pay all charges and losses.

Depositors whose deposits do not exceed fifty pounds form the class to whom savings banks are especially valuable, and for whose benefit, as appears by the language of the Legislature, their establishment was chiefly intended. The essential requirements of such depositors are Government security for their small savings, and prompt repayment when required. The question, whether the interest allowed in twelve months on a deposit of twenty pounds be twelve shillings or eleven shillings, is comparatively of less importance.

As it is clear that payment of the additional one shilling will, in the aggregate, form a heavy burden on the Consolidated Fund, the charge cannot be borne by Government without inflicting injury and injustice on the payers of taxes; and I have pointed out a mode in which I think indemnity against such charge may fairly be found.

I am, Sir,

Your most obedient servant, P.

Review.

The Lives of the Chief Justices of England, from the Norman Conquest till the death of Lord Tenterden. By JOHN Lord CAMPBELL. In 3 vols. Vol. 3. Murray. 1857.

The third volume of Lord Campbell's "Lives of the Chief Justices" concludes the second of the very remarkable works which he has lived to finish. We are, upon the whole, inclined to think that it is the most successful of his efforts. Two of the three Judges whose lives it contains were the author's contemporaries, and one of them was his intimate friend. He is, therefore, enabled to invest his book with a degree of reality and vividness which adds much to its interest. In writing of men whom he knew, and of times that he remembers, Lord Campbell is saved from the literary sins which most easily beset him, and has an opportunity of exercising the gift of vivid and vigorous perception of the picturesque side of a character which he certainly possesses, notwithstanding his taste for making jokes. He gives us three vigorous portraits of men, each of whom represented one phase of the English judicial character; and, as law is an art as well as a science, our readers, we hope, will thank us for attempting shortly to reproduce their most striking features.

Lord Kenyon was a very clever, very vulgar, and very narrow-minded man, of whom it is hardly too much to say, that, by the help of a bad education and an utter absence of originality and imagination, he acquired a peerage and £250,000. He was born in North Wales, in 1732, and at the age of fourteen was transferred from school to the office of an attorney at Nantwich, where he remained till the death of his elder brother made him heir-apparent to his father's small property, and induced him to try his fortune at the bar. He got into considerable business by acting as "devil," first to Dunning, and afterwards to Lord Thurlow, who, in due time, rewarded him by the Chief Justiceship of Chester, a seat in Parliament for the borough of Hindon, and the Mastership of the Rolls. His career in this prominent position was far from being a brilliant one. He broke down miserably in the defence of Lord George Gordon for high treason, in which he was associated with Erskine, and his highest achievement in connection with Parliament was, that, in order to be able to vote as an "inhabitant" at the great Westminster election, in 1784, he slept for several nights in the stables of the Rolls, which were within the liberties. His services, however, such as they were, were splendidly acknowledged, for he received a sort of promise, that, upon Lord Mansfield's retirement, he should be his successor. The great Chief Justice no sooner heard this than he shut himself up at Caen Wood for two years, steadily refusing to resign, until he received a hint that Parliament would be applied to if he continued to allow his contempt for his successor to interfere with the discharge of the duties of his office. When elevated to the rank of Chief Justice of England, and a peer of the realm, Lord Kenyon seems to have distinguished himself as one of the narrowest, most timid, and most ignorant of the narrow, timid, and ignorant persons whose prejudices and follies were for a time made almost venerable by the panic against the French Revolution. "He never brought forward any Bill for the improvement of the law, nor did he attend to the judicial business of the House of Lords;" and he opposed, in the most puerile way, every liberal measure brought before the House by others. Even in the Court of King's Bench he was always exposing himself. He knew five or six such scraps of Latin as "*modus in rebus*," "*stare super antiquas vias*," and "*latet anguis in herbâ*," which he paraded so frequently, that even George III. advised him to "stick to his good law, and leave off his bad Latin." His severity against what was then considered libellous was monstrous. An unfortunate attorney named Frost having used intemperate and improper language at a coffee-house when far from sober, was imprisoned in Newgate, pilloried, forced to find sureties, and, by Lord Kenyon's special addition to the sentence passed by the other Judges, struck off the rolls of the court. So, too, the publisher of the *Courier* newspaper was fined £100, and imprisoned six months, for saying that the Emperor of Russia had made himself ludicrous and contemptible by forbidding the exportation of Russian produce to this country. But to our own days, Lord Kenyon's most marvellous manifestation is undoubtedly to be found in his method of dealing with forestallers and regraters. Merchants were actually imprisoned and heavily fined for buying oats in the morning, and selling them at an advanced price in the afternoon—and that by a Judge whom Lord Campbell himself has seen, and who had read Adam Smith. It is due to Lord Kenyon's memory to add, that he had several estimable and some useful qualities. He was extremely honest, and very laborious. He was sagacious and keen in a very high degree, and may, on the whole, be considered as a not unfavourable specimen of the sort of effects which an exclusive devotion to the most technical forms of English law produces upon a narrow but active mind, destitute alike of education and of genius.

Lord Ellenborough was a very different and a far more formidable person than his predecessor, and may be taken as the representative of qualities of a very different order from any which Lord Kenyon could claim, and which perhaps afford a surer and certainly a far more honourable title to success. Edward Law was the youngest of the twelve children of Edmund Law, the Bishop of Carlisle. He was educated at the Charterhouse, and at Peter House, Cambridge, where he obtained high honours, both classical and mathematical. The whole of his character bears the traces of his education. To the end of his life he was distinguished by the bold and somewhat harsh, but manly, just, and upright, qualities which are so often developed and so strongly fostered by the course of education at English public schools and universities. "He used to say," we are told, that, when at the head of the Charterhouse, "he felt himself a much more important character than when he rose to be Chief Justice of England and a Cabinet Minister." Indeed, it is impossible, in reading his life, not to think of him to the last as a sort of captain of the school. "Ellenborough," says Lord Campbell, with all the energy of typography, "was a *real* CHIEF, such as the rising generation of lawyers may read of and figure to themselves in imagination, but may never behold to dread or to admire." After pleading under the bar for five years he joined the Northern Circuit, and at once entered upon business, owing partly to his pleading, and partly to his local connection. After enjoying the lead there for a considerable time, he rose to fame and fortune by being intrusted with the defence of Warren Hastings, which he conducted with great judgment and success, though he did not in any degree rival the extraordinary eloquence of the managers for the Commons. The distinction thus acquired procured him the first rank in his profession. He became the rival, and, as far as business and reputation went, by no means the unsuccessful rival, of Erskine, and in 1801 was sworn in as Attorney-General. The only one of his efforts in this capacity to which his biographer refers is one which he himself witnessed in his youth: it was the trial of Governor Wall for the murder of Armstrong, a soldier, who was alleged to have died of a flogging which he received under a sentence of questionable legality. The trial took place twenty years after the offence, and ended in a conviction upon what Lord Campbell considers most inadequate evidence. "I should not like," he says, "to be answerable for such a conviction." The Government wished to pardon the prisoner, but were overawed by the fury of the mob, and he was hung in pursuance of his sentence. Soon after this occurrence, Law became Chief Justice, with the title of Lord Ellenborough. His character in some respects was well adapted for the position. By the testimony of men not partial to him, he was one of the justest of mankind, being thoroughly possessed with a strict and somewhat harsh, but inflexible and genuine, desire to carry out the law; but he was arrogant, bad-tempered, and, as a criminal judge and legislator, scandalously severe. He resented, as a wicked and revolutionary measure, the attempt to remove the punishment of death from the offence of shoplifting, and brought in a Bill creating no less than ten new capital felonies. It was, however, in the criminal courts that his most characteristic qualities were displayed. Lord Campbell particularly celebrates his conduct at the trial of Colonel Despard and his associates for high treason; and his career terminated with the trial which ended in the memorable acquittal of Hone, the bookseller.

In the House of Lords, Lord Ellenborough was by no means so distinguished as in the King's Bench. Nothing can exceed the violence of some of his displays there. With the exception of the single Act to which we have referred, no measure of importance could be attributed to him. Indirectly he did something for the reform of the cruelty of the criminal law, as his single legislative effort drew attention to its exaggerated severity. He died in 1818, about two months after his resignation of his office.

Lord Tenterden was a far less remarkable person than his predecessor; in fact, his life presents so little interest or incident, that, with all his power of being amusing, Lord Campbell can only recommend it as a sort of moral lesson. Mr. Abbott was one of the very quietest and most unpretending of human beings. He was an admirably neat and logical pleader, but he

never addressed a London jury, and hardly ever succeeded with a country one. He was the son of a barber at Canterbury; distinguished himself at the Cathedral school there, and was sent to Oxford by a subscription from his fellow-townsmen. He had intended to take orders, but was dissuaded by the father of one of his pupils, Justice Buller, who recognised his fitness for law, and quoted appositely, though somewhat profanely, a case from the Year Books, in which it was held, that "it is actionable to say of an attorney that he is a damned fool; for this is saying that he is unfit for the profession whereby he lives; but *aliter* of a parson, *pur ceo que on poet estre bon parson, et damned fool.*" He rapidly rose into practice as a pleader, and was unobtrusively elevated first to a puisne judgeship, and afterwards to the dignity of the Lord Chief Justice. The same peculiarities which made him a poor advocate, made him a singularly good judge He was so passionless, that his mind was totally free from bias upon any subject. Lord Campbell looks back with a sort of fond regret to the Court of King's Bench as it was in his days. He describes it thus: "Best was succeeded by Littledale, one of the most acute, learned, and simple-minded of men. For the senior puisne we had Bayley. He did not talk very wisely on literature, or on the affairs of life, but the whole common law of this realm he carried in his head, and in seven little red books. These accompanied him day and night; in these every reported case was regularly posted; and in these, by a sort of miracle, he could at all times instantaneously turn up the authorities required. The remaining puisne was Holroyd, who was absolutely born with a genius for law, and was not only acquainted with all that had ever been said or written on the subject, but reasoned most scientifically and beautifully on any point of law that he touched."

Like his two predecessors, Lord Tenterden made no great figure in Parliament. He brought forward one or two Bills for the reform of the law; but his political opinions may be compendiously described by saying that he believed in all that is refuted in Bentham's Book of Fallacies; his fame rests principally on his book on the "Law of Shipping"—almost the first English law book which was written on a better model than that which Lord Campbell happily describes as the process of shaking up a number of detached points in a bag, drawing them out at random, and tacking them together with "so," "but," and "nevertheless."

We have been compelled to do very scanty justice to some aspects of Lord Campbell's book. It is full of amusing gossip and curiously characteristic anecdotes. We will conclude our notice with a story of each of its three heroes. Here is a specimen of Lord Kenyon's learning—"Above all, gentlemen, need I name to you the Emperor Julian, who was so celebrated for the practice of every Christian virtue, that he was called Julian the Apostle." And here one of his eloquence—"This is the last hair in the tail of procrastination, and it must be plucked out."

Lord Ellenborough, on hearing a dull speech in the House of Lords, rose, and went out, saying, "I am answerable to God for my time, and what account can I give at the day of judgment if I stay here any longer?"

Lord Tenterden, when dying, seemed to recover his composure, and, raising his head from his pillow, he was heard to say in a slow and solemn tone, as when he used to conclude his summing up in cases of great importance, "And now, gentlemen of the jury, you will consider of your verdict." These were his last words.

Juridical Society.

This Society met on Monday evening last, Sir J. Stuart, V. C., in the chair, when Mr. W. M. Best read a paper on "The Common Law of England; with an Examination of some False Principles of Law Reform." The following is a short summary of the paper:—

Great are the evils which arise when the needful reforms in the laws of a country are neglected for several generations. A reaction against the whole legal system of the land takes place in the public mind, and both the good and bad which it contains run the risk of being consigned to destruction. Such is the state of England at the present day. Various schools of legal reform have sprung up, with all of which, however differing from each other, it is the established practice to disparage the existing law, and among whom it is an axiom, that the common law is a mere collection of rude customs strung together in a barbarous age. The common law of England has deserved better of her children than this; and the above axiom will be found, on examination, the offspring of ignorance and presumption.

By the common law of England, is to be understood the ancient customary law of the country, which became finally settled *about* the fourteenth century. It is one of the great fallacies of the day, that there are in Westminster Hall two systems of law antagonistic to each other. Our Courts of law and equity administer the same system, the only differences between them lying in their procedure, and that the former administer strict law, while the latter are supplemental tribunals, which not only have no power to repeal the law, but, in truth, carry its *principles* into effect by relaxing the operation of the law in certain peculiar cases only where its strictness might work hardship. This accords with the definitions of judicial equity given by Grotius and Lord Bacon.

The substantive law of a country divides itself into three parts—the constitutional law, the civil law, and the criminal law. It is a common fallacious notion of the day that the law and constitution of a country are not intimately connected. They must harmonise with each other, as the most ordinary suit at law may involve a most important constitutional question. And here it is that our system has such an immense advantage over the law of Rome, which had no constitution but the simple relation of sovereign and subject; and it is impossible to deny that our constitution and law, taken together, constitute one of the few systems in the world where strength of government is united with a large amount of personal liberty.

The common law embodies several great principles of sound legislation—viz. that no human law can be perfect, and, therefore, needs alteration from time to time; and this is provided for among us by the unwritten form and consequent expansive power of the common law, and the presence of the Legislature. It is also framed on the principle of the great Athenian legislator, that the proper laws for any people are, "the best that they can bear." The enlarged views of its founders are also visible in their laws against mortmain and perpetuities; its condemnation of contracts in restraint of marriage and of trade; and, what is very remarkable at so early a period, various laws showing a liberal commercial spirit. Another feature is, that the common law is based on the principle that all the members of the community are members of one family; that the law can have no real interest apart from them; and that it is the right and duty of all to uphold and assist in her execution—a strong contrast to the usages of most other lands, and to the maxims of our day, which represent the law as a tyrant, and its enforcement mere matter of police.

Then, with respect to the criminal law. The common law is not a sanguinary code, as generally represented. *There were not above twelve or fourteen offences punishable capitally by the common law.* About the fifteenth century, the practice began of creating numerous capital offences, and this continued, till, at the beginning of the present century, they amounted to nearly 200. A reaction then took place, and the number is now reduced to nearly what it was at the common law. Whether that punishment might, in the present day, be further reduced, or even abolished, is a question; but this would clearly have been impossible in early times. The arguments against the *right* to inflict capital punishment are absurd. Those founded on the value and sanctity of human life prove too much, because, if true, life could not be taken to repress the most dangerous insurrection. Capital punishment is the *ultima ratio* between sovereign and subject, as war is the *ultima ratio* between State and State; and no instance can be produced of any country which renounced it; for, although Catherine of Russia, the state of Louisiana, and some others, abolished the punishment of death by the ordinary course of law, they did not abolish the right to resort to martial law, or the right to take life for military offences. The statistical papers by which the Society for the Abolition of Capital Punishment profess to show that fewer executions take place in some countries than in England, are therefore imperfect—they should further tell how many times each country has been placed under martial law, and how many lives, guilty and innocent, were sacrificed under it. The argument that the punishment of death is irrevocable, also proves too much; for *any* punishment may, in the end, be the cause of death. The common law division of offences into misdemeanors and felonies, typifies a distinction existing in the nature of things, and something similar is to be found in the laws of every country—the former simply meaning that a party has misbehaved, the latter an offence inconsistent with the safety of society, and involving forfeiture, not merely of goods, but of social position, and perhaps of existence. Against these latter, the common law waged a war of extermination; but modern legislators, by breaking down, in many instances, the line of

demarcation between them and misdemeanors, have destroyed in the minds of the people the old instinctive horror of felony. Now, what were the notions respecting criminal law by which the present age sought to replace the common law? According to some, punishment, not having hitherto extinguished crime, ought to be abolished; according to others, every criminal is *ex vi termini* insane; others think all crimes result from ignorance—a position true in some instances, but absurd and mischievous when applied to grave violations of *natural* law. Others contend that it is the duty of the law to reward as well as punish; but the true reward of obedience to the law is the protection it affords. Other fallacies are, the making the reformation of the criminal who has broken the law the primary, and the safety of those who have not broken it the secondary, consideration. The practice of assuming the law to be a tyrant, and the criminal a martyr, has vested a most unconstitutional power in the Secretary of State, who considers himself justified in trying every criminal cause over again in his office, on ex parte statements, often deliberately false, without oath, publicity, cross-examination, or any of the ordinary tests of truth. It is also a great mistake to hold out to a prisoner the remission of any portion of his sentence as a reward for good conduct while undergoing the temporal punishment of his crime. If a criminal is really the reformed and converted character he professes to be, he will be most willing to undergo his sentence as an expiation of his offence against society.

The principal evils in the English system, for which reform has been so loudly and so justly called, are traceable to the abandonment of the principles of our ancient law. The subtle and technical spirit of our pleadings did not appear until the reign of Hen. 6, as stated by Lord Coke (Co. Litt. 304), before which time the pleadings were plain and simple. Our ancient statutes were short, clear, and intelligible, two-thirds of a quarto volume containing all from Magna Charta to the end of Hen. 6—two centuries and a half. About the middle of the reign of Hen. 5, the style began slowly to alter, and gradually grew worse and worse, till, by the end of the reign of Hen. 8, recital, repetition, and confusion reached the form and ascendancy they have retained ever since. Again, great complaints are made against legal reports; but the roots of the mischief lie in judges not deciding sufficiently on principle, and running after mere dicta, or other semblance of authority; and also, that, after the discontinuance of the Year-books in 1536, the judges discouraged reporting, until the latter end of the eighteenth century, when they allowed one, and but one set, for each court. Since that time they have erred in the opposite direction, by receiving reports as authority before they acquire a character for general accuracy. Our laws on the subject of marriage and divorce are also much attacked; but the system in operation at the present day is of modern origin. By the common law, marriage was indissoluble to rich and poor alike. This was in accordance with Scripture and the canon law, and the reasoning of *Puffendorf* (Jus. Nat. & Gent. lib. 6, cap. 1) shows that marriage is also an institution of *natural* law, and by that law indissoluble, except perhaps in a few disputed cases. Even supposing marriage only a civil contract, as contended by many at the present day, is it universally true that every civil contract can be dissolved by the parties at pleasure? Must not the position be taken with the limitation that the rights and interests of third parties or of society are not interfered with by the dissolution of the contract? Many other abuses, which formerly disfigured our law, and exposed it to no small obloquy, were not only unknown to the common law, but crept into our system in defiance of its provisions—as, for instance, the arrests on mesne process for mere pecuniary claims, the fictions in ejectment, the multifarious ways of commencing suits before the Uniformity of Process Act, the absorption of local jurisdictions by the Courts at Westminster, &c.

The reader then proceeded to consider the principal systems by which their respective admirers propose to replace the common law of England. With this view he alluded to the Roman law, and the great efforts made by the universities and others to establish its ascendancy in this country, and the illusory nature of their arguments; especially when they represent the common law of England as derived from their own, and the arrogant assumption that their law is the *sole* repository of the true principles of jurisprudence. He also went into an examination of the celebrated codes of Louisiana, and made some remarks on the views of Bentham. Generations, he next observed, have their fashions and faults in legislation; and the peculiar characteristic of the present is a tendency to legislate for extreme cases, without regard to the general operation of laws, or the collateral consequences of legislation; violating two of the well-established principles of jurisprudence—"*Ad ea quæ frequentius accidunt jura adaptantur*," and "*Vix ulla lex fieri potest quæ omnibus commoda sit, sed si majori parti prospiciat utilis est.*" The reader adduced several instances in illustration, among which were the following:—Juries sometimes give wrong verdicts; therefore it is proposed to abolish trial by jury, forgetting that no infallible tribunal can ever be constituted. So indictments for certain paltry misdemeanors are occasionally made the means of extortion, and great offences sometimes escape punishment for want of prosecution. The natural remedy for all this seems, to strengthen the laws against groundless prosecutions, and the executive exercising its right to prosecute. But the spirit of the nineteenth century says, "Sweep away the grand jury, take all private prosecution out of the hands of the subject, and intrust the punishment of all crimes to the executive." Just look at this proposition. A public officer commits some act of violence or fraud—grossly illegal, but very acceptable to the powers that be. By the law, as it now exists, the injured party may indict him before a body, the constituent members of which are unknown up to the last moment, and, if they find a bill, all the power of the Crown cannot protect him from exposure, if not punishment. Suppose this altered, and that the law could only be put in force after obtaining the permission of a magistrate, the paid servant of the executive, the injured party might calculate his chances of justice. Besides, as matters stand, inasmuch as any person may prosecute for crime, the man who commits one is never secure, for he knows not from what quarter the blow may come. Change this—the unprincipled and wealthy man has only to guage the intellect and honesty of the representative of the executive in his neighbourhood to learn to what extent he may outrage the rights of his fellow-citizens with impunity.

The common law of England is one of the most wonderful systems ever beheld, if the state of society when it arose, and the difficulties that lay in the way of its formation, are taken into the account. It is the production of men to whose memories justice has not yet been done, and stands out in fine relief against the dark ground of ignorance, prejudice, superstition, and scholasticism that at the time disfigured the rest of Christendom. It doubtless had many faults—that is the fate of all systems—but most of them were the offspring of the times, and many have been since removed. But the system itself is founded on knowledge of the national character, which it has contributed to form in its turn, and the general features which run through it—firmness, gentleness, freedom, confidence, in a word, *manliness*—are all its own. The present generation sits in judgment on that system, and has to determine whether it is to be cast aside for some other.

Sir J. Stuart, V. C., Baron Bramwell, Mr. W. T. S. Daniel, Mr. F. Stephen, Mr. W. D. Lewis, Mr. Charles Clark, and other members, took part in the discussion which ensued.

The following are the officers for the current year:—

President.

Sir John Stuart, V. C.

Vice-Presidents.

Sir Richard Bethell, Att.-Gen.	W. D. Lewis, Esq.
The Hon. Baron Bramwell.	Right Hon. Robert Lowe.
Thomas Chambers, Esq.	Lord Stanley.
The Hon. Baron Channell.	The Hon. Baron Watson.
W. T. S. Daniel, Esq., Q.C.	J. W. Willcock, Esq., Q.C.
Hon. Mr. Justice Erle.	

Treasurer.

Harris Prendergast, Esq.

Council.

W. M. Best, Esq.	J. Smale, Esq.
M. Chambers, Esq., Q.C.	Samuel Turner, Esq.
Charles Clark, Esq.	John Westlake, Esq.
The Hon. G. Denman.	Joshua Williams, Esq.
S. M. Leake, Esq.	

Honorary Secretaries.

Patrick Colquhoun, Esq. | J. N. Higgins, Esq.

Mr. P. A. Smith will read a paper, on Monday next, "On Methods of Self-education, recommended or adopted by some English Lawyers in the last two Centuries."

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, June 12.

TRANSPORTATION AND PENAL SERVITUDE BILL.

The Earl of HARROWBY, in moving the committee on this Bill, said that considerable excitement had been created by the ticket-

of-leave system, but he believed that the real cause of grievance was the abolition of transportation. We were now, instead of sending 4,000 or 5,000 of the worst of our population annually to a distant colony, obliged to dispose of them at home, and how to do so was the object of the present Bill. Even in the case of Western Australia there were some objections to it as a place for the reception of criminals. It had its advantages, no doubt: good climate, and the people anxious to receive convict labour. But the population of the colony (about 7,000) was an obstacle to the reception of any considerable number of convicts. Their Lordships were aware, that, when in 1853 it became patent to all that some limit must be put to the system of transportation, it was arranged that the punishment of transportation should be limited to those offenders who were sentenced to transportation for a term of fourteen years or upwards. This led to two unfortunate results—it prevented the transportation in some instances of those who were best fitted for transportation, and it limited the supply of convicts, although there might be and was a demand for a greater number in the colonies than could be sent out. In fact the number of criminals yearly sentenced to transportation for fourteen years and upwards did not exceed 400. From which number, if women and convicts physically or otherwise unfit were deducted, not more than 250 could be sent away. The main object of the Bill was to provide against the recurrence of this state of things; to allow the transportation of those best fitted for transportation, and most likely to become useful and respectable members of society elsewhere; and to remedy the evil which might arise by too large an aggregation of males in a particular colony, by enabling the Government to send out the wives of convicts who had entitled themselves by their good conduct here to that indulgence. To effect these purposes the Bill proposed to leave the ultimate determination whether a convict should be punished by penal servitude or transportation in the hands of the Secretary of State. The judge, in passing sentence, would tell the prisoner that he was placed at the disposal of the Crown, that he would be punished by transportation or penal servitude. He (Lord Harrowby) knew that some objected to placing this power in the hands of the Secretary of State; but he confessed that he did not see where that discretion could be placed better than in the Secretary of State. It was a high office, amenable to Parliament, and possessed of the means of knowing where and to what extent convicts could be sent abroad. Such a discretion could not be vested in the judges; for they had not the requisite information to guide them, and they were the only personages to whom, with the exception of the Secretary of State, the authority could be given. Having thus explained the great features of the Bill, he moved that their Lordships go into committee on the Bill.

Lord CAMPBELL did not oppose going into committee, but he could not refrain from expressing the regret with which he had perused the provisions of this Bill. He thought that they might now consider transportation as permanently abandoned; and instead of being a punishment for the worst offenders, it was to be reserved for those who were considered the most meritorious. An order of merit was to be established, and the badge of it was to be a ticket for transportation. Our penal colonies had formerly been the envy of all who had given any attention to the subject, and we had ourselves pitied the situation of France and other continental states deprived of such a means of relief. But now this was all at an end, and only the least bad of our criminals were to be sent abroad; selected, not by the judge who knew the facts and had been present at the trial, but by the Secretary of State, who would be utterly ignorant upon the subject. Formerly, when he passed a sentence of transportation for fifteen years, he sincerely believed that it would be, and it generally was, carried into effect. The result gave efficacy to the punishment. But now all that would be known would be, that it would not be carried into effect unless the convict by his good conduct rendered himself worthy of it. If he were to speak the truth in passing sentence, he should say to the prisoner, "I sentence you for fifteen years to the discretion of the Home Secretary." He must say that this was to place the administration of justice in a deplorable situation, and he could not but express his sorrow that the Government should think such a state of things inevitable.

Earl GREY supported this Bill, on the simple ground that they were now retracing, as far as possible, the step taken in 1853, and enabling the Government for the future to make use of transportation as a means of relieving this country from the presence of a number of persons who were very dangerous to society

The Earl of CARNARVON thought it had been too hastily assumed that there was no place within the British empire which was suitable for the formation of a new colonial settlement. Admitting the objections to Hudson's Bay, Vancouver's Island, and the Falkland Isles, he would point to Northern Australia, where there were two distinct districts, either of which might be converted into a penal colony—one called Carpentaria, well wooded and watered, and abounding in rich pastures; the other, 300 miles long by 150 wide, including the whole of the Cambridge Gulf, and forming the basin of the Victoria river. There were some important changes which were essential to secure the satisfactory working of the transportation system. One of the great evils in Western Australia was, that the Government sent out hardened and incorrigible criminals, instead of sending only men who were likely to behave well and to assist in the development of the resources of the colony. This called for an immediate remedy. Further, in order that any system of transportation might succeed, there must be an equalisation of the free and the convict population; and to secure this, proper inducements to settle must be presented to persons of capital and enterprise. Due provision must also be made for the transportation of an adequate number of females; all our colonial history proving that the female element was indispensable to colonial prosperity.

Viscount DUNGANNON believed the Bill would be nugatory, for it left untouched the source of all the mischiefs which were now complained of—namely, the ticket-of-leave system.

The Earl of DERBY said, that, under the existing system, the punishment of transportation might be commuted into punishment at home. The alteration proposed to be made was, that, instead of transportation being commuted to penal servitude, they would have penal servitude at home commuted to transportation at the discretion of the Secretary of State. Was transportation to be considered an aggravation or a mitigation of punishment? As far as could be collected from the Bill, it was not intended to send out great criminals or incorrigible offenders, but the well-disposed and those whose physical capacity fitted them for becoming colonists; and they would have this advantage over free emigrants, that their wives and families would be sent out at the expense of the Government. The Bill left it altogether to the discretion of the Secretary of State as to what portion of the sentence should be carried out at home, and what in the colony; which was totally different from the principle of the former measure—that the strictly penal portion of the sentence should be carried out in this country, and that after a certain period merit and good conduct would entitle the criminal to a mitigation; but in all cases there was a minimum of penal servitude, which should be enforced. As this Bill stood, however, the Secretary of State might from the very first hour of the sentence declare that the penal servitude should not be carried into effect, but that the individual should be sent at once to Bermuda, Gibraltar, or Western Australia. The Bill substituted the will and caprice of the Secretary of State for the former well-considered graduated scale of punishment, and failed in two very important particulars—in the means of disposing of the well-disposed, and finding a place for the incorrigible. No doubt great evils had resulted from granting tickets of leave to incorrigible offenders; and great advantages must arise if some place could be found within the limits of the British empire, not too far from the control of the Government, where this class of criminals might be kept under surveillance. He did not desire to send to the colonies all the most incorrigible offenders—of that the colonists might complain; but he thought something might be done with those who were not incorrigible. It seemed to him that the Government had rather too hastily abandoned the idea of founding a new penal colony. In Western Australia the influx of convict labour had been most advantageous. Again, on the northern coast of Australia there were several places perfectly eligible, if not at once for the reception of convicts under punishment, at least for the reception of persons who had undergone a portion of their sentences in this country, and might be sent out as free men, to act as pioneers of civilisation, and who could maintain themselves with some little assistance from the home Government. The Bill did not provide for those who had gone through their sentence with a good character, nor for the incorrigible; it left everything in the greatest uncertainty, and placed a great and dangerous discretion in the hands of the Secretary of State. He did not say that discretion would be abused, but judges and juries and all persons concerned in the administration of justice would be left in complete uncertainty as to the effect of the sentences pronounced. He had stated his principal objections; but he did not intend to propose any amendments to a measure the carrying out of which must be left entirely to the discretion of the Government.

The Marquis of SALISBURY said, that the insecurity of life and property after the establishment of the ticket-of-leave system was so great, that committees of both Houses of Parliament were appointed to investigate the matter, and they agreed in the necessity of the reinstatement of transportation. But the Bill entirely lost sight of the object for which the subject had been brought under the consideration of Parliament, as it did not contain a word about the ticket-of-leave system. Instead of leaving the nature of the punishment to the discretion of the Secretary of State, it should be for the judge to decide, as he had the best opportunity of becoming acquainted with the character of the man.

Lord DENMAN considered that the term of punishment imposed by the judge ought invariably to be inflicted. He believed that many of the colonies would be still willing to receive convicts, if they were allowed to make their own arrangements for their disposal. The feeling of the country decidedly was that the system of transportation should be re-established, and against the granting of tickets-of-leave.

Lord WENSLEYDALE admitted it was most important that the sentence pronounced by the judge should be carried out in every case.

The House then went into committee; and the several clauses of the Bill were agreed to.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The report of the amendments to this Bill was brought up.

The LORD CHANCELLOR said he had some amendments to propose:—The first was, that the term "judicial separation" should be substituted for a divorce *à mensâ et thoro*, and that the same power be given to a sentence of judicial separation as now belonged to a divorce *à mensâ et thoro*. In reference to the 17th clause, he proposed to give to a husband or wife, against whom a decree of judicial separation had been pronounced on the ground of desertion, the power of applying to the Court for a reversal of the sentence, if it could be proved that the absence had been involuntary or unavoidable. Another amendment which he proposed was, that, in cases (which might happen) where persons who had been judicially separated chose to come together again, in order that it might be known that the woman had ceased to be a feme sole, the parties should enter a notice to that effect in some book to be kept by the Court. He also proposed to add a clause exempting Jewish marriages from the operation of the Act.

The Bishop of OXFORD moved the insertion of an amendment after the 27th clause, giving the new court the power which was now occasionally exercised by their Lordships' House, of settling the property of the parties in cases of divorce for adultery.

Lord REDESDALE gave notice that on the third reading of the Bill he should move the omission from the 3rd clause of the words "and of divorce," with a view of excepting the divorce *à vinculo* altogether from the operation of the Bill.

The Bishop of OXFORD gave notice, that, in the event of this amendment not being carried, he should move that the Bill be read a third time that day six months. The Bill contained several amendments of the law which he should be glad to see carried into effect, but he could not consent to purchase them at the cost of the very serious injury to the morals of the people which the introduction of this law of divorce would bring about.

Earl NELSON also gave notice that he should again move the amendment which had just been negatived, or one to a similar effect.

The third reading is fixed for June 23.

Monday, June 15.

TRANSPORTATION AND PENAL SERVITUDE BILL.

The report of the amendments to this Bill was received.

HOUSE OF COMMONS.

Friday, June 12.

JOINT-STOCK COMPANIES ACT AMENDMENT BILL.

This Bill was read a third time, and passed.

GRAND JURIES (METROPOLITAN POLICE DISTRICT) BILL.

This Bill was read a second time.

Monday, June 15.

FRAUDULENT TRUSTEES, &c., BILL.

This Bill passed through committee *pro formâ*, and was ordered to be recommitted on Friday next.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT.

Mr. WHITESIDE obtained leave to bring in a Bill to amend the Act of 1856, to facilitate leases and sales of settled estates.

ELECTION PETITIONS.

Mr. ADDERLEY obtained leave to bring in a Bill for Regulating the Presentation and Withdrawal of Election Petitions.

Tuesday, June 16.

GRAND JURIES (METROPOLITAN POLICE DISTRICT) BILL.

The House having gone into committee on this bill,

Mr. AYRTON moved, on clause 1, that the chairman report progress. He stated that the bill required amendment in every clause.

Upon a division his motion was negatived; and after some further discussion the House was counted out.

Thursday, June 18.

MARRIED WOMEN'S REVERSIONARY INTEREST BILL.

The House having gone into committee upon this Bill, upon clause 1,

Mr. DOBBS said the Bill as it stood would interfere with all contracts subsisting between persons already married, and was, therefore, an *ex post facto* law. He proposed, as an amendment, instead of "it shall be lawful for any married woman," to insert the words "it shall be lawful for every married woman who shall be married after the passing of this Act."

Mr. MALINS said the amendment would destroy every virtue of the Bill, which only applied to a married woman's personal property the same rule as applied to her real property.

The amendment was negatived without a division.

Sir E. PERRY moved the insertion in the same clause of words to the effect that the proceeds of the sale of the reversionary interest should be placed at the disposal of the married woman as if she were a feme sole.

Mr. MALINS said the amendment was quite unnecessary, because the wife could refuse to agree to the sale unless the proceeds were disposed of as she wished.

The amendment was not pressed to a division.

The clause and following clauses were then agreed to.

Friday, June 19.

ORDERS OF THE DAY.

Fraudulent Trustees, &c., Bill.—Committee.

Grand Juries (Metropolitan Police District) Bill.—Committee.

PRIVATE BILLS.

(From a Correspondent.)

The committees have been very busy during the last week, and have earned their reward in the gradual diminution of business, though with an uncomfortable prospect of only having cleared the way for the election committees on which many of the members of the present committees will have to serve.

Sir James Graham is getting through the Liverpool story by degrees, but no time is as yet confidently named for a decision.

The Committee on Water Bills are proceeding with the Norfolk Estuary Bill, and will then attack the Nene Valley Drainage, which is the most heavily opposed Bill of the session as regards petitions. The Tweed Fisheries Bills are still engrossing much attention, and the salmon which are jumping about in shady pools have little idea of the vast amount of evidence which is being given, and oratory of counsel expended, in their cause. The committee on a small quasi railway group, which included two Bills relating to Watchet Harbour, and the West Somerset Mineral Railway Bill, a scheme in connexion with the Harbour, have concluded their duties by passing "the Watchet Harbour Bill," and rejecting the Watchet Habour Trust Bill.

The South London Railway Bill has been rejected, and the Reading Railways Junction Bill, and the South Eastern Railway (Reading) Bill, competing schemes, have been occupying the attention of that committee. The decision is given in favour of the Promoters of the Reading Railways Junction, in other words the "Staines, Wokingham, and Woking Railway Company," which company is empowered to effect a junction with the Great Western narrow gauge system at Reading. This will give the Staines, Wokingham, and Woking Railway Company an uninterrupted line, without break of gauge, to the North by the Great Western narrow gauge system.

The East Kent and South Eastern quarrel has been suddenly brought to a check by the Committee adjourning till Monday, in order that the South Eastern should give a pledge to make the line from Rochester to London, with a west-end terminus. Railway pledges are not matters for speculation, and we must reserve the notice of this question for next week.

The Earl of March has done his best to stop another broad and narrow gauge fight over the district between Salisbury

and Southampton, by specially reporting that the committee were unanimous in rejecting the broad gauge Bill, because there was no necessity for a second railway between Salisbury and Southampton, and that they rejected the narrow gauge short line between Romsey and Redbridge, because there was not sufficient traffic to support a railway. This report virtually is a strong recommendation to the House not to send the same scheme, if again brought forward, to a committee.

The Taff Vale Bill, which embraces some of those inexhaustible subjects which coal and iron owners never can agree on, is before the committee on group 7, and the vote on the preamble will not be taken this week.

The Great Irish Railway fight is over. The committee have decided in favour of the extension proposed by the Midland Great Western Railway of Ireland in preference to that proposed by the Great Southern and Western Railway Company, and have sanctioned the Tullamore Extension.

The Milford Improvement Bill is still before the committee. The picture of the docks and new building—as shown in the drawings in the committee-rooms—is very pretty, and it is only fair to say, that, looking at the beautiful terminus at Paddington, it is reasonable to hope that Mr. Brunel can accomplish things equally great at the extreme point of the broad gauge system.

The Election Committees are on the eve of appointment. The Committees on Mayo County, Cambridge Borough, and Rochdale, will be appointed on the 22nd of June; and the committees on Pontefract, Marlborough and Wareham Boroughs will be appointed on the 23rd. The committees on the last-named six petitions will probably sit about Thursday next.

Court Papers.

Chancery.

SITTINGS.—AFTER TRINITY TERM, 1857.

☞ *The following Abbreviations have been adopted to save space:—*
A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Csts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. D.* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearing—*S. O.* Stand over—*Sh.* Short.

LORD CHANCELLOR.

Tuesd., June 23	*The First Seal.*—App. Mtns. & Appls.
Wednesday 24	...Ptns. & Appeals.
Thursday 25	Appeals.
Friday 26	
Saturday 27	
Monday 29	*The Second Seal.*—App. Mtns. & Appls.
Tuesday 30	Appeals.
Wednes., July 1	
Thursday 2	
Friday 3	
Saturday 4	
Monday 6	*The Third Seal.*—App. Mtns. & Appls.
Tuesday 7	Appeals.
Wednesday 8	
Thursday 9	
Friday 10	
Saturday 11	
Monday 13	*The Fourth Seal.*—App. Mtns. & Appls.
Tuesday 14	Appeals.
Wednesday 15	
Thursday 16	
Friday 17	
Saturday 18	
Monday 20	*The Fifth Seal.*—App. Mtns. & Appls.
Tuesday 21	Appeals.
Wednesday 22	
Thursday 23	
Friday 24	
Saturday 25	...Ptns. & Appeals.
Monday 27	Appeals.
Tuesday 28	
Wednesday 29	*The Sixth Seal.*—App. Mtns. & Appls.

NOTICE.—Such days as his Lordship is hearing Appeals in the House of Lords excepted.

MASTER OF THE ROLLS.

Tuesd., June 23	*The First Seal.*—Motions.
Wednesday 24	Pleas, Demrs., Ex., F. D., Fur. Cons., & F. D. & Costs, until all are disposed of, and then the General Cause Book.
Thursday 25	
Friday 26	
Saturday 27	
Monday 29	*The Second Seal.*—Motions.
Tuesday 30	Pleas, Demrs., Ex., F. D., Fur. Cons., & F. D. & Costs, until all are disposed of, and then the General Cause Book.
Wednes., July 1	
Thursday 2	
Friday 3	
Saturday 4	...General Ptn. Day.
Monday 6	*The Third Seal.*—Motions.
Tuesday 7	Pleas, Demrs., Ex., F. D., Fur. Cons., & F. D. & Costs, until all are disposed of, and then the General Cause Book.
Wednesday 8	
Thursday 9	
Friday 10	
Saturday 11	
Monday 13	*The Fourth Seal.*—Motions.
Tuesday 14	Pleas, Demrs., Ex., F. D., Fur. Cons., & F. D & Costs, until all are disposed of, and then the General Cause Book.
Wednesday 15	
Thursday 16	
Friday 17	
Saturday 18	
Monday 20	*The Fifth Seal.*—Motions.
Tuesday 21	Pleas, Demrs., Ex., F. D., Fur. Cons., & F. D. & Costs, until all are disposed of, and then the General Cause Book.
Wednesday 22	
Thursday 23	
Friday 24	
Saturday 25	
Monday 27	
Tuesday 28	
Wednesday 29	*The Sixth Seal.*—Motions.
Thursday 30	...Gen. Petition Day.

NOTICE. — At the Sittings after Trinity Term, the Master of the Rolls will hear Fur. Dirs., Fur. Cons., and Fur. Dirs. & Costs, previous to proceeding to hear Original Causes.

N.B.—Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday* at the Sitting of the Court.

NOTICE.—Consent Petitions must be presented, and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.

Tuesd., June 23	*The First Seal.*—App. Mtns. & Appls.
Wednesday 24	Appeals.
Thursday 25	
Friday 26	Ptns. in Lun., and Bktcy., & App. Ptns.
Saturday 27	...Appeals.
Monday 29	*The Second Seal.*—App. Mtns. & Appls.
Tuesday 30	Appeals.
Wednes., July 1	
Thursday 2	
Friday 3	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 4	...Appeals.
Monday 6	*The Third Seal.*—App. Mtns. & Appls.
Tuesday 7	Appeals.
Wednesday 8	
Thursday 9	
Friday 10	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 11	...Appeals.
Monday 13	*The Fourth Seal.*—App. Mtns. & Appls.
Tuesday 14	Appeals.
Wednesday 15	
Thursday 16	
Friday 17	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 18	...Appeals.
Monday 20	*The Fifth Seal.*—App. Mtns. & Appls.
Tuesday 21	Appeals.
Wednesday 22	
Thursday 23	
Friday 24	Ptns. in Lun. and Bktcy. & App. Ptns.
Saturday 25	Appeals.
Monday 27	
Tuesday 28	
Wednesday 29	*The Sixth Seal.*—App. Motions.
Thursday 30	Ptns. in Lun. and Bkcty. & App. Ptns.

The days (if any) on which the Lords Justices shall be engaged at the Judicial Committee of the Privy Council are excepted.

V. C. SIR R. T. KINDERSLEY.

Tuesd., June 23	*The First Seal.*—Mtns. & Gen. Paper.
Wednesday 24	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Thursday 25	
Friday 26	...Ptns. & Gen. Paper.
Saturday 27	Sht. Causes, Sht. Claims, & Causes.
Monday 29	*The Second Seal.*—Mtns. & Gen. Paper.
Tuesday 30	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednes., July 1	
Thursday 2	
Friday 3	...Ptns. & Gen. Paper.
Saturday 4	Sht. Causes, Sht. Cl., & Causes.
Monday 6	*The Third Seal.*—Mtns. & Gen. Paper.
Tuesday 7	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 8	
Thursday 9	
Friday 10	...Ptns. & Gen. Paper
Saturday 11	Sht. Causes, Sht. Claims, & Causes.
Monday 13	*The Fourth Seal.*—Mtns. & Gen. Paper.
Tuesday 14	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 15	
Thursday 16	
Friday 17	...Ptns. & Gen. Paper.
Saturday 18	Sht. Causes, Sht. Claims & Causes.
Monday 20	*The Fifth Seal.*—Mtns. & Gen. Pap.
Tuesday 21	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 22	
Thursday 23	
Friday 24	...Petitions.
Saturday 25	Sht. Causes, Sht. Cls., & Remaining Petitions.
Monday 27	Remaining Ptns. &
Tuesday 28	General Paper.
Wednesday 29	*The Sixth Seal.*—Mtns., Remaining Ptns. & Gen. Paper.

NOTICE.—After the *Second Seal*, the Vice-Chancellor will hear Exceptions and Fur. Dirs. and Fur. Consons., in priority to original Causes.

V. C. SIR JOHN STUART.

Tuesd., June 23	*The First Seal.*—Motions.
Wednesday 24	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Thursday 25	
Friday 26	...Ptns. & Gen Paper.
Saturday 27	Sht. Causes and Cl., & Gen. Paper.
Monday 29	*The Second Seal.*—Motions.
Tuesday 30	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednes., July 1	
Thursday 2	
Friday 3	...Ptns. & Gen. Paper.
Saturday 4	Sht. Causes & Cls., & General Paper.
Monday 6	*The Third Seal.*—Motions.
Tuesday 7	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 8	
Thursday 9	
Friday 10	...Ptns. & Gen. Paper.
Saturday 11	Sht. Causes and Cls. & Gen. Paper
Monday 13	*The Fourth Seal.*—Motions.
Tuesday 14	Pleas, Demrs., Ex., Causes, Claims, & Fur. Dirs.
Wednesday 15	
Thursday 16	
Friday 17	...Ptns. & Gen. Paper.
Saturday 18	Sht. Causes & Cl., & Gen. Paper
Monday 20	*The Fifth Seal.*—Motions.
Tuesday 21	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 22	
Thursday 23	
Friday 24	...General Ptn. Day.
Saturday 25	Sht. Causes & Cl., & Remaining Ptns.
Monday 27	Remaining Ptns.
Tuesday 28	and Gen. Paper.
Wednesday 29	*The Sixth Seal.*—Motions.

V. C. SIR W. PAGE WOOD.

Tuesd., June 23	*The First Seal.*—Mtns. & Gen. Paper.
Wednesday 24	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Thursday 25	
Friday 26	
Saturday 27	Ptns., Sht. Causes, Cl., & Gen. Paper.
Monday 29	*The Second Seal.*—Mtns. & Gen. Pap.
Tuesday 30	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednes., July 1	
Thursday 2	
Friday 3	
Saturday 4	Ptns., Sht. Causes, Cl., & Gen. Paper,
Monday 6	*The Third Seal.*—Mtns. & Gen. Paper.
Tuesday 7	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 8	
Thursday 9	
Friday 10	
Saturday 11	Ptns. Sht. Causes, Cl., & Gen. Paper.
Monday 13	*The Fourth Seal.*—Mtns. & Gen. Paper.
Tuesday 14	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 15	
Thursday 16	
Friday 17	
Saturday 18	Ptns., Sht. Causes, Cl., & Gen. Paper.
Monday 20	*The Fifth Seal.*—Mtns. & Gen. Paper.
Tuesday 21	Pleas, Demrs., Ex., Causes, Claims, & F. D.
Wednesday 22	
Thursday 23	
Friday 24	
Saturday 25	General Ptn. Day, Sht. Causes & Cl.
Monday 27	Remaining Ptns. &
Tuesday 28	Gen. Paper.
Wednesday 29	*The Sixth Seal.*—Motions.

NOTICE.—Claims will be placed in the Paper after Short Causes, &c., on each *Saturday*, in precedence of the General Paper.

Any remaining Motions and Petitions will be taken after the Sixth Seal.

*** The Courts will not sit after Thursday the 6th of August.

Queen's Bench.

SPECIAL PAPER.

NEW CASE—TRINITY TERM, 1857.

Dem. Potter and Others *v.* The Darwen Waterworks, &c., Reservoir Company.

Summer Circuits of the Judges.

1857.

WIGHTMAN, J., will remain in town.

Norfolk.

Lord CAMPBELL and WILLIAMS, J.

Aylesbury	Monday	July 13.
Bedford	Thursday	July 16.
Huntingdon	Monday	July 20.
Cambridge	Wednesday	July 22.
Norwich and City	Monday	July 27.
Ipswich	Saturday	Aug. 1.

North Wales.

COCKBURN, L. C. J.

Newtown	Wednesday	July 15.
Dolgelly	Saturday	July 18.
Carnarvon	Tuesday	July 21.
Beaumaris	Friday	July 24.
Ruthin	Monday	July 27.
Mold	Thursday	July 30.
Chester and City	Saturday	Aug. 1.

South Wales.

CROWDER, J.

Cardiff	Saturday	July 4.
Haverfordwest and Town	Wednesday	July 15.
Cardigan	Saturday	July 18.
Carmarthen	Wednesday	July 22.
Brecon	Monday	July 27.
Presteign	Thursday	July 30.
Chester and City	Saturday	Aug. 1.

Home.

POLLOCK, L. C. B., and WILLES, J.

Hertford	Tuesday	July 7.
Chelmsford	Monday	July 13.
Lewes	Monday	July 20.
Maidstone	Thursday	July 23.
Croydon	Monday	Aug. 3.

Western.

COLERIDGE, J., and CROMPTON, J.

Devizes	Saturday	July 11.
Winchester	Tuesday	July 14.
Dorchester	Saturday	July 18.
Exeter and City	Wednesday	July 22.
Bodmin	Tuesday	July 28.
Wells (Somerset)	Monday	Aug. 3.
Bristol	Saturday	Aug. 8.

Midland.

CRESSWELL, J., and ERLE, J.

Oakham	Friday	July 10.
Northampton	Saturday	July 11.
Leicester and Borough	Wednesday	July 15.
Nottingham and Town	Saturday	July 18.
Lincoln and City	Wednesday	July 22.
Derby	Saturday	July 25.
Warwick	Wednesday	July 29.

Oxford.

MARTIN, B., and BRAMWELL, B.

Abingdon	Thursday	July 9.
Oxford	Saturday	July 11.
Worcester and City	Wednesday	July 15.
Stafford	Saturday	July 18.
Shrewsbury	Saturday	July 25.
Hereford	Wednesday	July 29.
Monmouth	Saturday	Aug. 1.
Gloucester and City	Wednesday	Aug 5.

Northern.

WATSON, B., and CHANNELL, B.

York and City	Wednesday	July 8.
Durham	Tuesday	July 21.
Newcastle and Town	Saturday	July 25.
Carlisle	Thursday	July 30.
Appleby	Monday	Aug. 3.
Lancaster	Wednesday	Aug. 5.
Liverpool	Saturday	Aug. 8.

Birth, Marriages, and Deaths.

BIRTH.

ROBINSON—On June 5, at the Hall, Hadleigh, Suffolk, the wife of Mr. J. F. Robinson, solicitor, of a daughter.

MARRIAGES.

LEAR—HOLMES—On June 10, at Arundel, by the Rev. G. A. F. Hart, vicar, George Lear, Esq., solicitor, to Matilda Jane, youngest daughter of the late Richard Holmes, Esq., of Arundel.

ROBINSON—SALTER—On June 13, at the parish church, Heavitree, by the brother of the bride, W. Henry Robinson, barrister-at-law, eldest son of the late Wm. Robinson, LL.D., barrister-at-law, of the Middle Temple, and of Tottenham, Middlesex, to Susannah, youngest daughter of the Rev. H. G. Salter, M.A., of Heavitree.

WAUGH—FINCH—On June 16, at Trinity Church, Tunbridge-wells, by the Rev. Owen Marden, Edward Waugh, Esq., solicitor, of Cuckfield, Sussex, to Emily Charlotte, younger daughter of the late G. F. Finch, Esq., surgeon, of Barking, Essex.

DEATHS.

CORNWALL—On June 6, at Brighton, Henry Cobb Cornwall, Esq., formerly of Kensington and Barnard's-inn, in the 57th year of his age.

OWEN—On June 15, at his residence at Oxford-terrace, Clapham-road, Thomas Owen, Esq., solicitor, 2 Bucklersbury.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CAMBRIDGE UNION, GUARDIANS OF THE POOR OF, £22 : 4 : 7 Consols.—Claimed by the said GUARDIANS.

CAMOYS, Right Hon. THOMAS Lord, FRANCIS FORREST, Powell-st. East, St. Luke's, Middlesex, Gent., OCTAVIUS OMMANNEY, Norfolk-st., Strand, Esq., and PARK NELSON, Essex-st., Strand, Gent., £192 : 9 : 6 Consols.—Claimed by THOMAS Lord CAMOYS, OCTAVIUS OMMANNEY, and PARK NELSON, the survivors.

CLUTTERBUCK, PETER, deceased, of Stanmore, Middlesex, Esq., £25 New 3 per Cents.—Claimed by THOMAS CLUTTERBUCK, surviving acting executor.

COLEMAN, FREDERICK, Longhope, farmer, ROYNON COLEMAN, Westbury, farmer, and THOMAS BENNETT COLEMAN, Mitcheldean, chemist, all in Gloucestershire, £233 : 5 : 3 Consols.—Claimed by FREDERICK COLEMAN, ROYNON COLEMAN, and THOMAS BENNETT COLEMAN.

FILMER, Sir EDMUND, Bart., East Sutton-pl., Kent, and GEORGE JAMES SULIVAN, Abbott's Langley, Herts, Esq., £6 : 12 : 10 per ann. Long Annuities.—Claimed by GEORGE JAMES SULIVAN, the survivor.

PARTRIDGE, EDWARD OTTO, Bishopswood, Ruarden, Gloucestershire, Esq., JOHN JAMES, jun., and JAMES WINTLE, both of Newnham, Gloucestershire, Gents., £198 : 5 : 4 Consols.—Claimed by EDWARD OTTO PARTRIDGE and JAMES WINTLE, the survivors.

ROCK, THOMAS, Chelsfield, Kent, farrier, £50 New 3 per Cents.—Claimed by THOMAS COLEBORN, the surviving executor.

ROOKE, HENRY, Throope, Bishopstone, Wilts, Gent., WILLIAM ROOKE, Broad Chalk, Wilts, Gent., PETER ROOKE, Bath, brewer, and SARAH ROOKE, Breamore, Hants, widow, £68 : 5 : 8 Consols.—Claimed by WILLIAM ROOKE, PETER ROOKE, and SARAH ROOKE, the survivors.

RYDER, Rev. GEORGE DUDLEY, Easton, Hampshire, £100 Reduced.—Claimed by Rev. GEORGE DUDLEY RYDER.

SCHOLEFIELD, JOHN, Edgbaston, Warwickshire, Gent., £145 : 0 : 9 Reduced.—Claimed by JOHN SCHOLEFIELD.

TAUNTON, DAME MARIA, Ensham, Oxfordshire, widow, £625 Reduced.—Claimed by DAME MARIA TAUNTON.

TICKELL, MARGARET GEORGIANA, widow, and JULIANA PENNICK DANIELL, wife of EDWARD DANIELL, Gent., Falmouth, £41 : 3 : 10 Consols.—Claimed by JULIANA PENNICK DANIELL, the survivor.

WORSLEY, FREDERICK CAYLEY, Hovingham, Yorkshire, Esq., £81 : 8 : 4 Consols.—Claimed by FREDERICK CAYLEY WORSLEY.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

BIRKETT, HENRY (who died in Feb. 1854), Wollongong, near Sydney, Gent.—Next of kin to come in and prove their claims on or before July 11, at V. C. Wood's Chambers.

DE HAILHAUDIER (otherwise HOMOYERE), native of Auvergne, who married DOROTHY PAYANT, born February 17, 1772, at Westminster, daughter of MATTHEW PAYANT, merchant, formerly of Geneva.—Next of kin to apply to Mr. Matthew Wood, 73 Old Broad-st., London.

MURPHY, PATRICK, who was born in Ireland, and for some years prior to 1847 resided in Drury-la., and then went to America, where he afterwards died, and MARY ANN MURPHY, who was born in George-st., St. Giles's, widow of the said PATRICK MURPHY, who died in January last, at 38 Upper Seymour-st., Euston-sq.—Next of kin of either of the above parties to apply to Messrs. Fyson, Curling, Walls, & Son, 3 Frederick's-pl., Old Jewry, and 10 Hart-st., Bloomsbury-sq.; or Mr. John Wills, proctor, 3 Gt. Carter-la., Doctors'-commons.

PIERCE, MARY, widow of JOHN PIERCE, formerly of Old-st.-rd., Finsbury, whose maiden name was SHILLCOCK, and who died in or near London on the 8th of May, 1830.—Her personal representatives or next of kin to communicate with Mr. William Pierce, Fremantle-sq., Kingsdown, Bristol.

REEVE, JOHN CHAMBERLAIN (who died in April, 1835), late of Russell-sq., Esq.—Next of kin to come in and prove their claims on or before July 10, at Master of the Rolls' Chambers.

ROBINSON, SUSANNA, late of North Thoresby, Lincolnshire, deceased.—MICHAEL PROCTOR, FRANCIS PROCTOR, and GEORGE PROCTOR, the children of WILLIAM PROCTOR, late of North Thoresby, in the county of Lincoln, farmer, by ANN, his wife; MILDRED CRAMPTON, ANN HOYLE, and CHARLOTTE HALL, the daughters of MARY OTCHIN, afterwards MARY RAINTHORPE; and the children of the following parties:—THOMAS SCOFFINS, late of Holton-le-Clay, yeoman, by ANN, his wife; ROBERT BRYAN, late of Gayton-le-Marsh, labourer; THOMAS BURTON, late of Covenham, labourer, by FANNY, his wife; EDWARD LOCKING, late of North Thoresby, by MARY, his wife; SARAH, the daughter of MICHAEL CROFT, late of Fulstow, farmer, by BRIDGETT, his wife; JOHN LOCKING, late of Fotherby, by LYDIA BAGLEY.—The above, and all other, persons claiming to be entitled to any part of the residuary personal estate of SUSANNA ROBINSON, are requested to make their respective claims thereto forthwith to Charles M. B. Veal, Solicitor, Great Grimsby.

WILLIAMS, SAMUEL, and LOUISA PUSEY WILLIAMS, children of HYDE WILLIAMS, and MARY JANE, his wife.—Their next of kin or personal representatives to apply to Messrs. Henderson, 31 Bloomsbury-sq.

Money Market.

CITY, FRIDAY EVENING.

The leading occurrence in the money market during the present week is the resolution of yesterday, by the Directors of the Bank of England, to reduce the rate of discount and interest on loans from 6½ to 6 per cent. The last two weekly returns from the Bank, and the return of the present week, show a large amount of increase in the stock of bullion. Nevertheless, the

resolution to reduce the rate of accommodation was not very generally expected. It has been productive of little practical influence on the price of Public Securities. The English funds have varied during the week from ⅛ to ¼ per cent., and closed ⅛ per cent. better than on this day week. There has been greater activity in Foreign Securities, chiefly in the Russian funds, and the Turkish 6 per Cents., both of which show an advance of 1 per cent. The Bank of France is expected to take the same course as the Bank of England in reducing their rate of discount, and has already lowered the premium for the purchase of gold. The discount houses in Lombard-street have reduced their rate conformably to the example of the Bank of England. From the Bank of England return for the week ending 13th June, 1857, which we give below, it appears that the amount of notes in circulation is £18,772,185, being a decrease of £15,795; and the stock of bullion in both departments is £10,909,255, showing an increase of £618,606, when compared with the previous return. The demand for money is active, but without any particular pressure. The drain of silver to the East continues unabated, and is a subject which occupies general attention. It is expected the next mail-packet will take out a larger amount than any which has gone before.

The view expressed on this subject in the *Bombay Times*, to the following purport, deserves attention:—The world has never seen a conquered country governed with the wisdom and honesty which characterise the English rule in India. The resources of Scinde and the Punjab beginning to be developed rapidly; the immense demand for produce which the Russian war caused in India; the growth and prosperity of the cotton trade in the last few years—not to mention the introduction of railways, the triumph of which is yet to come—these circumstances account for the fact that the average amount of the precious metals retained in the country during the last seven years is £5,500,000, against a previous average of sixteen years amounting to £2,000,000.

Thus India is said to be £40,000,000 sterling wealthier in the precious metals alone than in 1850, which means that the bulk of this sum is required now more than then to supply the people with money. The mints of India are continually at work. The prosperity pointed out means, in its ultimate results, an improvement in the condition of the people—that every one requires and obtains for his personal use more rupees than formerly. This is the reason why such a large demand continues for silver where none is produced, and where it is the sole currency.

Reports of the grain crops throughout Europe are highly encouraging. But the arrivals of grain and flour from abroad are small, and prices in foreign markets firm. Under these circumstances, the late advance in our markets has been fully maintained and rather increased.

A letter from Constantinople, published in the *Augsburg Gazette*, states that our Government has directed their commissioner in the Danubian Principalities to enter into communication with the Turkish Government, with the view of forming a commercial establishment at the mouth of the Danube; offering to provide the necessary funds for clearing the Sulina mouth of the river, on condition that England shall participate in the navigation dues to be levied by Turkey.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 13TH DAY OF JUNE, 1857.

Issue Department.

	£		£
Notes issued	24,696,375	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,221,375
		Silver Bullion	...
	£24,696,375		£24,696,375

Banking Department.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,326,131
Rest	3,333,494	Other Securities	18,679,198
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	7,608,966	Notes	5,924,190
Other Deposits	9,441,178	Gold and Silver Coin	687,880
Seven day & other Bills	665,761		
	£35,617,399		£35,617,399

Dated the 16th day of June, 1857.

M. Marshall, Chief Cashier.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	212 14	214	212½	...	212½	212½
3 per Cent. Red. Ann.	92⅝ ⅜	92⅝ ⅜	92⅝	92⅝ ⅝ ⅜	92⅝ ⅝ ⅜	92⅝
3 per Cent. Cons. Ann.	shut	shut	shut	shut	shut	shut
New 3 per Cent. Ann.	92⅝ ⅜	92⅝ ⅜ 3	93⅛ 2⅛	92⅝	92⅝ ⅜ 3	93
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	2 7-16	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	2 3-16	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	18⅛	...	...	18⅛
India Stock	...	...	...	223	...	...
India Bonds (£1,000)	...	8s. dis.	...	...	3s. dis.	...
Do. (under £1,000)	7s. dis.	8s. dis.	...	8s. dis.	...	2s. dis.
Exch. Bills (£1,000) Mar.	2s. dis.	2s. dis.	5s. dis.	5s. dis.	3s. dis.	6s. pm.
——— June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	...	...	1s. pm.	5s. dis.	4s. dis.	2s. pm.
——— June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	...	2s. pm.	3s. pm.	5s. dis.	2s. pm.	par
——— June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	98⅝ ⅜	98⅝	...
Exch. Bonds, 1859, 3½ per Cent.	98⅝ ⅜	...	98⅝ ⅜	98⅝ ⅜	98⅝	98⅝

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5½
London and Provincial	3
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	90	...	90	90⅝	90½	91
Caledonian	74⅛ 4	74⅛ 5⅛	75⅛ 5	74⅛ ⅜	75⅛	75⅛
Chester and Holyhead	...	...	...	...	86	...
East Anglian	...	19⅛	19⅛	...	...	19⅛
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	97½	97	96⅝	...
Edinburgh and Glasgow	...	...	62	61⅛	64	63
Edin., Perth, & Dundee	...	...	...	34⅛	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	97⅛ ⅛	97⅛	98⅛ 9	98⅛ 99⅛	100	99⅛
Gt. South & West. (Ire.)	104	104	...	103⅛	103⅛ 4	104
Great Western	64⅛ ⅝	64⅛ ⅛	65 4⅛ ⅜	65⅛ 4⅛	64⅛ ⅜	65
Lancashire & Yorkshire	100⅛ ⅜	101⅛	101⅛ ⅜	100⅛ ⅜	100⅛ 1	100⅛
Lon., Brighton, & S. Coast	111	112⅛	112⅛ ⅛	...	112⅛	...
London & North Western	103⅞ 4⅛	104⅛ ⅛	104⅛ ⅜	104⅛ 3⅛	104⅛	103⅝
London and S. Western	100⅜	101⅛	100⅞	101	100⅜	101⅛
Man., Shef., and Lincoln	43⅛ ⅜	43⅛ ⅜	43⅛ ⅜	43⅛ 4⅛	44⅜ ⅝	44⅛
Midland	83⅛ ⅜	83⅛	83⅛ ⅜	83⅛ ⅛ ⅛	83⅝ ⅜ ⅝	84⅛
Norfolk	... ⅝	62⅜	...	...	61⅛	...
North British	43	43⅛	43⅛	43⅛ 3	43⅛ ⅜	...
North Eastern (Berwick)	...	92⅛	90⅛ 1⅛	91⅛ 2⅛	91⅛ 2	92⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	32⅛	33⅛	33⅛ 2⅛	32⅛	33 3⅛	33
Scottish Central	...	...	106	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	...	...	...	...	...	...
South-Eastern	73⅝	74⅛	73⅛	74⅛ 3⅛	74⅛ 5⅛	75⅛
South-Wales	88⅛	...	88⅛	88⅛	88⅛	...

London Gazettes.

Tuesday, *June* 16, 1857.

MEMBER OF PARLIAMENT.

County of Carmarthen.—David Pugh, Esq., of Manorabon, Carmarthenshire, *vice* David Arthur Saunders Davies, Esq., deceased.

COMMISSIONERS TO TAKE ACKNOWLEDGMENTS OF MARRIED WOMEN.

Tuesday, *June* 16, 1857.

Capron, John Rand, Gent., Guildford, Surrey; for the county of Surrey. —*May* 29.

Friday, *June* 19, 1857.

Payne, Alexander Richard, Milverton, Somersetshire, Gent.—*May* 29.

Bankrupts.

Tuesday, *June* 16, 1857.

CARLESS, John, Innkeeper, Laburnham Inn, Barton-ter., Gloucester. June 29, and July 27, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Smith, Gloucester; or Bevan & Girling, Bristol. *Pet.* June 11.

DE PORQUET, Louis Philippe Remy Fenwick (*Mary* Wedlake & Co.), Dealer in Agricultural Implements, 118 Fenchurch-st., and Fairlyne, Hornchurch, Essex. June 26, at 12.30, and July 31, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Lindsay & Mayo, 24 Basinghall-st. *Pet.* June 13.

DODSON, JOSEPH, jun., Russia Merchant, Wormley, Hertfordshire; in copartnership with John Dickason Hewett (J. D. Hewett & Co.), Fenchurch-bldgs. June 29, at 12, and Aug. 3, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Henderson, 22 Leadenhall-st. *Pet.* June 6.

JOHNSTON, WILLIAM, Currier, Lower Church-st., Whitehaven, Cumberland. June 29, at 11, and July 28, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* W. & J. Lumb, Whitehaven; or Griffith & Crighton, Newcastle-upon-Tyne. *Pet.* June 4.

KEIGHLEY, WILLIAM, SUGDEN KEIGHLEY, & JOSEPH KEIGHLEY, Worsted Manufacturers, Keighley, Yorkshire. June 30, and July 28, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Bond & Barwick, Leeds. *Pet.* June 12.

PINKSTONE, DANIEL, Licensed Victualler, Golden Lion, Great Charles-st., Birmingham (now a Prisoner in County Gaol of Surrey). June 26, at 1, and July 21, at 1.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Haynes Haynes, Albion-hall, London-wall. *Pet.* June 6.

TYERS, WILLIAM, Joiner and Builder, Nottingham. June 30, and July 28, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* June 13.

FRIDAY, *June* 16, 1857.

BAXTER, FREDERICK, Silk Throwster, Nottingham. July 10 and 28, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* June 9.

BELTON, EDWARD, Innkeeper, Dudley, Worcestershire. July 2 and 24, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Harrison & Wood, Birmingham. *Pet.* June 16.

BOOTH, WILLIAM, Machine Sawyer, Central Saw Mills, 198 Upper Whitecross-st., St. Luke's. June 30 and August 4, at 11; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Slater & Belfrage, 23 Gt. Tower-st. *Pet. for Arrangt.* May 28.

COOPER, THOMAS BRUCE, Builder, York-pl., Old Kent-rd. June 30, at 2, and July 29, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Chidley, 10 Basinghall-st. *Pet.* June 18.

BROUGHTON, CHARLES WORTERS, Tailor, 16 Southampton-st., Covent Garden. July 2, at 12, and July 31, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Buchanan, 1 Walbrook-bldgs. *Pet.* June 18.

GIFFORD, WILLIAM, Saddler, St. Ives, Huntingdonshire. July 6, at 2, and Aug. 3, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Rennolls, 1 Lincoln's-inn-fields; or Watts, St. Ives, Huntingdonshire. *Pet.* June 16.

LODGE, WALTER, Cloth Manufacturer, Castle-hill, Almondbury, and Huddersfield, Yorkshire. July 6, at 12, and Aug. 3, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Cariss & Cudworth, Leeds. *Pet.* June 16.

LONDON & BIRMINGHAM IRON AND HARDWARE COMPANY (Limietd). *Off. Liquidator.* Edwards. Creditors of this Company are to present and prove their claims, in like manner as in bankruptcy, on June 29, at 12, at the Court of Bankruptcy, Basinghall-st., before Com. Holroyd.

PINCOTT, WILLIAM EBENEZER, Wholesale Teadealer, Cardiff, Glamorganshire; in copartnership with John Jeane Coleman, Cardiff. July 1 and Aug. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Ayre, jun., Bristol. *Pet.* June 18.

PRICE, EBENEZER, Upholsterer, Victoria House, Victoria-rd., Plaistow, Essex. July 2, at 12, and July 31, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Langley & Gibbon, 32 Gt. James-st., Bedford-row. *Pet.* June 8.

RAWLE, WILLIAM, Broker, Liverpool. July 2 and 23, at 11; Liverpool. *Com* Stevenson. *Off. Ass.* Bird. *Sol.* Banner, North John-st., Liverpool. *Pet.* June 15.

REMINGTON, HENRY (H. Remington & Co.), Gasfitter, 5 Railway-pl., Fenchurch-st. June 30, at 1, and July 28, at 2.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Linklaters & Hackwood, 17 Size-la. *Pet.* June 16.

REYNOLDS, WILLIAM, Draper, Pontypridd, Glamorganshire. June 30 and July 27, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol. *Pet.* June 9.

STOCK, WILLIAM, Glass Manufacturer, Newtown, near Warrington, Lancashire. July 7 and Aug. 3, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Dodge, Union-ct., Castle-st., Liverpool. *Pet.* May 1.

WAYRE, WILLIAM, Mantle Warehouseman, 96 Oxford-st. June 30, at 2, and July 29, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* King & George, 35 King-st., Cheapside. *Pet. for Arrangt.* May 13.

BANKRUPTCY ANNULLED.

TUESDAY, *June* 16, 1857.

ALLURED, JAMES, Tailor, Norwich. June 12.

MEETINGS.

TUESDAY, *June* 16, 1857.

CLAY, JOHN, Ale and Porter Merchant, South Shields, Durham. July 9, at 11.30; Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

DAVIES, JOHN HOOPER, jun., Grocer, Bridgend, Glamorganshire. July 9, at 11; Bristol. *Com.* Hill. *Div.*

HODGSON, GILBERT, & WILLIAM ATCHESON, Timber Merchant, Sunderland. July 9, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Second Div.*

KEATES, WILLIAM, Ironmonger, Uttoxeter, Staffordshire. July 8, at 10.30; Birmingham. *Com.* Balguy. *Div.*

KINTON, JOHN, Builder, Coventry. July 8, at 10.30; Birmingham. *Com.* Balguy. *Div.*

RIDLEY, THOMAS, Draper, Hartlepool, Durham. July 9, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

VICKERS, JOHN, Wine and Spirit Merchant, 14 Elden-rd., Victoria-rd., Kensington; 4 Cross-la., St. Mary-at-Hill, Lower Thames-st.; and 93 High-st., Southwark. July 6, at 11.30; Basinghall-st. *Com.* Goulburn. *Last Ex.*

FRIDAY, *June* 19, 1857.

ALEXANDER, LESLEY & WILLIAM BARDGETT, Merchants, 53 Old Broad-st. July 13, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

BLIEDBERG, FREDERICK & MARC SARAN, Commission Merchants, Liverpool. July 13, at 11; Liverpool. *Com.* Perry. *Div.* sep. est. of F. Bliedberg.

BROWN, BENJAMIN, Grocer, Bruton, Somersetshire. July 16, at 11; Bristol. *Com.* Hill. *Div.*

CASSON, BENJAMIN, & HENRY CASSON, Tanners, Kingston-upon-Hull. July 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.* joint est. and sep. est. of each.

EASTON, JOHN, Builder, 20 Clapham-rd.-pl., Clapham-rd. July 16, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

FOX, RICHARD, Ironmonger, Moreton-in-the-Marsh, Gloucestershire. July 16, at 11; Bristol. *Com.* Hill. *Fur. Div.*

GARRARD, WILLIAM PASKELL, Wine and Spirit Merchant, 16 Little Tower-st. July 13, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

HUDDLESTON, MARY, & THOMAS HUDDLESTON, Cabinet-makers, formerly of Nassau-st., now of 16 Berners-st., Oxford-st. July 13, at 1.30; Basinghall-st. *Com.* Goulburn. *Div.*

KIDD, SAMUEL GEORGE, Seed Crusher, Kingston-upon-Hull. July 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

KILLICK, JOHN, Silversmith, 9 Knightsbridge-ter., Knightsbridge, and George Hotel and Tavern, Maize-hill, Greenwich, Licensed Victualler. July 10, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

NASH, THOMAS, Carpenter, 14 Leather-la., and 36 Kirby-st., Hatton-garden. July 13, at 2; Basinghall-st. *Com.* Goulburn. *Div.*

OSTLER, JOHN, Merchant, Kingston-upon-Hull. July 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

RHEAM, EDWARD, Currier, Kingston-upon-Hull. July 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

SMITH, JOSEPH, Dealer in Iron, 28 and 29 Broad-st., Lambeth. July 10, at 11; Basinghall-st. *Com.* Fane *Div.*

WANG, LORENS THEODOR, Timber Merchant, Sunderland, Durham. July 1, at 12; Royal Arcade, Newcastle-upon-Tyne. *Com.* Ellison, (*By adj.* from 26th May). *Last Ex.*

DIVIDENDS.

TUESDAY, *June* 16, 1857.

ALANSON, EDWARD, Wine Merchant, Liverpool. Fourth, 1*s.* 7½*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 and 2.

ALANSON, THOMAS GEORGE, Wine Merchant, Liverpool. First, 7*s.* 5*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 and 2.

DE SALVO, FRANCISCO, Merchant, 150 Leadenhall-st. First, 2*d.* *Stansfeld*, 10 Basinghall-st; any Thursday, 11 and 2.

GLASTONE, JOHN, jun., Chain Cable Manufacturer, Liverpool. First, 8*s.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 and 2.

STRIFFLER & ALGER, Steam-engine Makers, Inworth, Colchester. First, 2*s.* 11*d.* *Lee*, 20 Aldermanbury; June 17, 11 and 2.

UNWIN, JOHN, Baker, Seacombe. First, 2*s.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 and 2.

WILSON, HENRY, jun., Currier, 36 Old-st.-rd. Second, 8*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

FRIDAY, *June* 19, 1857.

ALLTREE, JOHN, Tailor, Liverpool. First, 5*s.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 and 2.

BENNETT, ANTHONY, Painter, Ashton-under-Lyne, Lancashire. First, 7*s.* 1*d.* *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 and 1.

BERGTHEIL, JOHN, Merchant, 33 Abchurch-la., late of 2 Winchester-bldgs. Second, 8*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 and 2.

BLACKMORE, ALFRED, Hosier, 80 High-st., Shoreditch. First, 16*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 and 2.

CARR, JOHN, & THOMAS LAIDLER, Coke Burners, Jarrow, Durham. First, 2*s.* 10*d.* joint est.; and First, 2*s.* 3*d.* sep. est. of T. Laidler. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 2.

CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton, Northumberland. First and Final, 20*s.* sep. est. R. R. Charles. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 3.

COGDON, THOMAS HENRY, Plumber, Sunderland. First, 3*s.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 3.

DAVIS, DAVID P., Grocer, &c., Merthyr Tydfil. Div. 2½*d.*, together with 1*s.* 6*d.* on new proofs. *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 and 1.

DAY, EBENEZER, Builder, 29 Edgware-rd. First, 3*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 and 2.

HARTZ, WILLIAM, Merchant, Mark-la., Fenchurch-st. Second, 1*s.* 8½*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 1 and 2.

HODDER, EDWIN JOHN, Grocer, Birmingham. First, 6*s.* 3*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 and 3.

MOORE, WILLIAM, Blue and Medley Dyer, &c., Bradford. Div. 1*s.* on new proofs, being a portion of First Div. of 3*s.* *Miller*, 19 St. Augustine's-parade, Bristol; June 24, 11 and 2.

MORRISS, DAVID, Grocer, Wisbeach, Cambridgeshire. First, 6*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 and 2.

PEEKE, EDWIN, Builder, Torquay, Devonshire. First, 2*s.* 6*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 and 2.

PHILLIPS, SAMUEL SMITH, Provision Merchant, Cardiff. Div., 1*s.* 6*d.* on new proofs, being a portion of First Div. of 4*s.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 and 1.

TURNER, JAMES, Oil and Grease Merchant, Newcastle-upon-Tyne. First, 3*s.* 6*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 2.

VENABLES, CHARLES, jun., Paper Manufacturer, Cliefden, Taplow, Soho and Princes Paperworks, Bucks. Second, 9*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 and 2.

WILLIAMS, HUGH, & SONS, Tailors, 54 West Smithfield. Second, 2*s.* 7*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 and 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *June* 16, 1857.

BATESON, HENRY, Apothecary, 2 Hadden-pl., Waterloo-rd. July 9, at 11.30; Basinghall-st.

BRADLEY, THOMAS, Apothecary, Kidderminster, Worcestershire. July 9, at 10; Birmingham.

BRUCE, JOSEPH, Grocer, Yarmouth, Isle of Wight. July 9, at 11; Basinghall-st.

GAME, THOMAS, Corn Dealer, Park Farm, Coldwaltham, Sussex. July 8, at 1; Basinghall-st.

HEWITT, GEORGE ALEXANDER, Chemist and Druggist, Derby. July 7, at 10.30; Nottingham.

LASHMAR, GEORGE, 7 Bond-st., Brighton, formerly of Torrington Mills, Arundel, Seed Crusher. July 8, at 12; Basinghall-st.

LEWIS, THOMAS, Draper, Nantwich, Cheshire. July 9, at 11; Liverpool.

MOORE, GEORGE, Innkeeper, Shardlow, Derbyshire. July 7, at 10.30; Nottingham.

RIDLEY, THOMAS, Draper, Hartlepool, Durham. July 9, at 11; Royal-arcade, Newcastle-upon-Tyne.

ROACH, SARAH, Carrier and Grocer, Merthyr Tydfil, Glamorganshire. July 14, at 11; Bristol.

SEAL, NEPTUNE, & JOHN SEAL, Hat Manufacturers, Denton, Lancashire, and Birmingham. July 10, at 12; Manchester.

WALLWORK, JAMES, Cotton-spinner, Chorley, Lancashire. July 9, at 1; Manchester.

WHEELER, HENRY, Painter, Derby. July 7, at 10.30; Nottingham.

FRIDAY, *June* 19, 1857.

BLIEDBERG, FREDERICK, & MARC SARAN, Commission Merchants, Liverpool. July 13, at 11; Liverpool. To each bankrupt.

FOX, SIR CHARLES, & JOHN HENDERSON, Engineers, London Works, Smethwick, Staffordshire, and 8 New-st., Spring-gardens, Westminster, and Fore-st., Limehouse. July 27, at 11; Birmingham.

JONES, WILLIAM, Slate and Coal Merchant, Carnarvon. July 13, at 12; Liverpool.

KILLICK, JOHN, Silversmith, 9 Knightsbridge-ter., Knightsbridge, and Licensed Victualler, George Hotel and Tavern, Maize-hill, Greenwich. July 10, at 11.30; Basinghall-st.

LEWIS, EVAN, Victualler, Cymmer, Llantrissent; Glamorganshire. July 14, at 11; Bristol.

PENNY, WILLIAM, Brewer, Newport, Monmouthshire. July 21, at 11; Bristol.

STARMER, SAMUEL, Shoe Manufacturer, Wolverhampton, Staffordshire. July 13, at 10; Birmingham.

STEPHENS, WILLIAM, Cattle and Sheep Salesman, Gloucester. July 13, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *June* 16, 1857.

BRAGGIOTTI, DOMENICO, & PAUL TESTA (D. Braggiotti, Testa, & Co.), Merchants, 32 Lombard-st.; and at Brussels (P. Testa & Co.). June 11, 2nd class.

CHATTERTON, JAMES, & MOSES CHATTERTON, Millers and Bakers, Horncastle, Lincolnshire. June 10, 3rd class.

CLINCH, ROBERT, Livery-stable-keeper, Salisbury, Wilts. June 10, 2nd class.

FAITHFULL, HENRY, Woodstock-rd., East India-rd., Blackwall, formerly of Tonbridge-pl., New-rd., Shipowner, afterwards in copartnership with Gustav Droege and Ernest Walton Ledger, at Melbourne, Merchants (Droege, Faithfull, & Ledger), and lately Master Mariner. June 9, 2nd class.

GRIFFITH, RICHARD, sen., & RICHARD GRIFFITH, jun., Brassfounders, 20 Hatton-wall, and 20 and 21 St. James-walk, Clerkenwell. June 10, 2nd class to R. Griffith, sen., and 3rd class to R. Griffith, jun.

HAMPTON, THOMAS, Corn and Coal Merchant, Broadwater, Sussex. June 9, 2nd class, after a suspension of six months.

HUGHES, THOMAS, Innkeeper, Dudley, Worcestershire. June 6, 3rd class.

LIDDELL, CAROLINE, Common Brewer, Great Driffield, Yorkshire. June 10, 3rd class.

MATTHEWS, NICHOLAS, Ironfounder, Heaton Norris, Lancashire. June 8, 1st class.

POOLE, CHARLES PARIS, Warehouseman, 4½ Lawrence-la. June 9, 2nd class, after a suspension of twelve months.

WOOD, ALFRED CHARLES, Linendraper, Pershore, Worcestershire. June 11, 1st class.

FRIDAY, *June* 19, 1857.

CATT, JESSE, Licensed Victualler, Ship Tavern, Little Tower-st. June 12, 2nd class.

GRIFFITHS, JAMES, Builder, Bristol and Cardiff, Glamorganshire. June 16, 2nd class.

KIDDLE, EDWARD HAMLIN, Miller, Valentine-pl., Webber-st., Blackfriars-rd. June 12, 3rd class, having been suspended for two years from Jan. 30, 1854.

MOORE, EDWARD DUKE, Merchant, Broomfield-house, Southgate, Middlesex, and 114 Minories. June 12, 1st class.

MUCKLESTON, ROWLAND, Wholesale and Export Boot and Shoe Manufacturer, 7 & 8 Hackney-rd.-cresc., Middlesex. June 12, 3rd class.

POOLEY, JOSHUA, Milliner, Brighton. June 12, 2nd class, after three months' suspension.

Professional Partnership Dissolved.

TUESDAY, *June* 16, 1857.

EDWARDS, GEORGE, & GEORGE HALLILEY EDWARDS, Attorneys and Solicitors, Halifax, Yorkshire; by mutual consent. June 13.

Assignments for Benefit of Creditors.

TUESDAY, *June* 16, 1857.

BELL, RALPH, Painter, Kingston-upon-Hull. June 8. *Trustee*, W. Oldfield, Gent., Kingston-upon-Hull. *Sol.* Codd, 9 Trinity-house-lane, Hull.

DALRYMPLE, JOHN, Teadealer, Blandford Forum, Dorset. June 1. *Trustees*, E. H. Ellen (Ellen, Gerring & Co.), Great Tower-st., London; W. White (White, Son, & Co.), jun., Cheapside. *Sols.* King & Johns, Blandford Forum.

HART, JOSEPH, Shoe Manufacturer, Earls Barton, Northamptonshire. June 11. *Trustees*, J. Borton, Currier, Northampton; H. Anderton, Currier, Northampton. *Sol.* Shoosmith, Northampton.

PALMER, JAMES, Joiner and Cabinetmaker, Boston, Lincolnshire. June 2. *Trustees*, B. Booth, Builder, Boston; R. J. Harwood, Ironmonger, Boston. *Sols.* Millington & Cooke, Boston.

WARBURTON, WILLIAM, Grocer, Great Grimsby, Lincolnshire. June 8. *Trustees*, C. G. Smith, Grocer, Louth; W. Tate, Grocer, Louth; G. Shepherd, Grocer, Great Grimsby. *Sol.* Brooks, Flotter-gate, Great Grimsby.

FRIDAY, *June* 19, 1857.

BRIDGES, WILLIAM, Shopkeeper, late of Cardiff, Glamorganshire, but now of Bristol, Labourer. May 26. *Trustee*, R. Wells, Grocer, Bristol. Indenture now lies at office of F. H. Pope, 3 Clare-st., Bristol.

COOPER, WILLIAM EARNSHAW, Tallow-chandler, Effingham-rd., Sheffield. June 12. *Trustees*, W. Travis, Lime Merchant, Sheffield; E. S. Knowles, Broker, Liverpool. *Sol.* Broomhead, 17 North Church-st., Sheffield.

FREEMAN, ROBERT, Druggist, Glamford Briggs, Lincoln. June 15. *Trustees*, W. Coulson, Grocer, Glamford Briggs; W. Foster, Oil Merchant, Kingston-upon-Hull. *Sol.* Bird, Glamford Briggs.

GOOBY, WILLIAM, Hosier, 12 New-st., Covent-garden. June 8. *Trustee*, J. C. Hill, Gent., Gresham-st. West. *Sol.* Sole, 68 Aldermanbury.

HOLLINGSHEAD, JOHN, & CHARLES COWTAN, Woollendrapers, 44 Warwick-st., Golden-sq. June 9. *Trustees*, R. Southall, Woollen Warehouseman, 14 King-st.; W. Armstrong, Woollen Manufacturer, 69 Aldermanbury. *Sol.* Vining, 2 Moorgate-st.

WARD, EBENEZER CHALLIS, Linendraper, Crown-st., Finsbury. June 5. *Trustee*, T. W. Elstob, Warehouseman, Wood-st. *Sols.* Davidson & Bradbury, Weavers'-hall, 22 Basinghall-st.

WHITE, WILLIAM, Tailor, Monmouth. May 30. *Trustees*, J. W. Burrows, Wholesale Bootmaker, Cookham, Berks; G. Holloway, Wholesale Clothier, Stroud, Gloucestershire; C. Wathen, Wholesale Clothier, Castle-st., Bristol. *Sol.* W. Kearsey, Bedford-st., Stroud.

Creditors under Estates in Chancery.

TUESDAY, *June* 16, 1857.

BATLEY, WILLIAM LASHMAR (who died on Oct. 30, 1856), Clerk, Woodford, Northamptonshire. Creditors to come in and prove their claims on or before July 1, at V. C. Wood's Chambers.

MILLER, JOHN FRANCIS (who died in Dec. 1854), Esq., Torquay, Devonshire. Creditors to come in and prove their debts on or before July 22, at V. C. Kindersley's Chambers.

PHINN, THOMAS (who died in Jan. 1837), Surgeon, Bath. Creditors to come in and prove their debts on or before July 20, at V. C. Kindersley's Chambers.

SLOCOCK, SAMUEL (who died in March, 1831), Esq., Newbury, Berks. Creditors to come in and prove their debts on or before July 16, at V. C. Wood's Chambers.

FRIDAY, *June* 19, 1857.

ADCOCK, WILLIAM ROBERT (who died in July, 1849), Esq., Millbrook House, Shepperton, Middlesex. Creditors to come in and prove their debts on or before July 20, at Master of the Rolls' Chambers.

BIRKETT, HENRY (who died in Feb. 1854), Gent., Wollongong, Sydney, New South Wales. Creditors to come in and prove their debts or claims on or before July 11, at V. C. Wood's Chambers.

BOYD, WILLIAM (who died in Feb. 1855), Esq., Ryton Grove, Durham, and Westbury-on-Trym, Gloucestershire. Creditors to come in and prove their debts on or before July 18, at Master of the Rolls' Chambers.

CHANDLER, BENJAMIN (who died on Feb. 3, 1853), Gent., Sherborne, Dorsetshire. Creditors to come in and prove their debts on or before July 11, at V. C. Stuart's Chambers.

CROFT, JOHN (who died in Oct. 1855), Butcher, Fownhope, Herefordshire. Creditors to come and prove their debts on or before July 11, at V. C. Stuart's Chambers.

GATCOMBE, ANN (who died in Jan. 1835), Widow, Upper Gloucester-pl. Creditors to come in and prove their debts or claims on or before July 16, at Master of Rolls' Chambers.

MALING, JOHN ROBERTS (who died on April 11, 1854), Gent., formerly of Rugby, and late of 5 Southampton-st., St. Pancras. Creditors to come in and prove their debts or claims on or before July 25, at V. C. Kindersley's Chambers.

NEWBOLD, SUSANNAH CARDEN (who died in Jan. 1857), Zinc Manufacturer. Judd-pl. West, New-rd. Creditors to come in and prove their claims on or before July 18, at V. C. Stuart's Chambers.

PAYNE, EDWARD (who died in January, 1855), Alfred-st., Bedford-sq., Gent. Creditors to come in and prove their debts on or before July 22, at V. C. Kindersley's Chambers.

PAYNE, FREDERICK (who died in November, 1855), Alfred-st., Bedford-sq., Gent. Creditors to come in and prove their debts on or before July 22, at V. C. Kindersley's Chambers.

SIMPSON, THOMAS (who died in Dec., 1837), Farmer, Carleton, Helmsley, Yorkshire. Creditors to come in and prove their claims on or before July 10, at V. C. Stuart's Chambers.

STANTON, HENRY RICHARD (who died on August 6, 1855), Paper Box Manufacturer, 49 York-st., City-rd. Creditors to come in and prove their claims on or before July 20, at V. C. Stuart's Chambers.

TENNENT, ROBERT NEILSON (who died on May 11, 1856), Patent Plane Manufacturer, 3 Pembroke-wharf, Caledonian-rd., Islington. Creditors to come in and prove their debts or claims on or before July 3, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *June* 16, 1857.

JUSTICK ASSURANCE SOCIETY.—V. C. Kindersley peremptorily orders a call of £4 per share, and that each contributory pay unto Thomas Beesley, 46 Moorgate-st., the Official Manager, on June 24, at 12, the balance (if any) which will be due from him after debiting his account with such call.

NORTH SHIELDS QUAY COMPANY.—V. C. Wood orders this Company to be absolutely dissolved as from June 6, and wound up; and will, on June 22, at 2, at his Chambers, appoint an official manager, where all parties claiming to be creditors of this company are to come in and prove their debts.

FRIDAY, *June* 19, 1857.

GENERAL LIVE STOCK INSURANCE COMPANY.—A petition for the dissolution and winding up of this Company was, on June 12, presented to the Master of the Rolls by William Young, Grosvenor-villas, Brixton, Gent., which will be heard on July 4.—Sols., Price, Bolton, & Filder, 1 New-sq., Lincoln's-inn.

Scotch Sequestrations.

TUESDAY, *June* 16, 1856.

GILLESPIE, ALEXANDER, Ironmonger, Jamaica-st., Glasgow. June 19, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* June 10.

MOWATT, JOHN, Draper, Glasgow. June 24, at 1, Faculty Hall, St. George's-pl., Glasgow. *Seq.* June 12.

SALMON, GEORGE MORGAN, Writer, Falkirk. June 20, at 2, Red Lion Hotel, Falkirk. *Seq.* June 12.

WRIGHT, RONALD, Grain and Provision Merchant, Glasgow, and partner of the firm of James Arthur & Co., Washers and Bleachers, Barterholm, Paisley. June 22, at 12, Faculty Hall, St. George's-pl., Glasgow. *Seq.* June 11.

FRIDAY, *June* 19, 1857.

AFFLECK, JOHN (John Affleck & Co.), Auctioneers, Glasgow. June 26, at 3, Faculty-hall, St. George's-pl., Glasgow. *Seq.* June 16.

MOWATT, ANDREW, Wholesale Lace and Sewed Muslin Warehouseman, Hutcheson-st., Glasgow. June 26, at 2, Faculty-hall, St. George's-pl., Glasgow. *Seq.* June 15.

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THE SOLICITORS' JOURNAL.

LONDON, JUNE 27, 1857.

THE INCORPORATED LAW SOCIETY.

The election of Mr. J. Hope Shaw, of Leeds, to fill the vacant place in the Council of the Incorporated Law Society, took place at the annual meeting held on Tuesday last. The vacancy thus filled up was caused by the death of Mr. Bryan Holme, one of the original founders of the Society, and a man of as much eminence in metropolitan as his successor in provincial practice. Mr. Hope Shaw's name and character are widely known in the Northern Counties, but for the information of other districts it may be proper to state that he has twice held the office of Mayor of Leeds, and is a magistrate of that town, an honour which we regret to say is seldom bestowed on solicitors in actual practice. At the time of the foundation of the Society, the communication between London and the country was slow. Long and tedious journeys were not usually taken without strong occasion; and the result was, that provincial solicitors were practically disqualified for places at the Council board. It is to be remembered that the duties of this Council are various and important. They have to consider the practical operation of all proposed changes in the law; to prepare petitions, and produce from the body of solicitors the most competent witnesses in support of the representations they may think fit to make. We believe it is not going too far to say that the most powerful and decisive opposition to the registration of deeds came from the Incorporated Law Society; and on this, and many other occasions, the Council have performed services very onerous to themselves, and very valuable to the profession generally.

Now it is quite beyond dispute that the general interests of the body of solicitors would be best promoted by the deliberations of a Council fairly representing every class of practitioners, both in town and country. But it is essential that the members of the Council should attend, or at least be ready if called on to attend, the weekly meetings; and in former times it was utterly impossible that country solicitors should undertake this duty. Whatever, therefore, may have been the original design of the Law Institution, and whatever opinion may be formed as to the mode in which the objects of its foundation would be best attained, it is certain that the management of the Society must fall very much into the hands of the London members of the Council. But admitting, as we do, that this is an imperfection inseparable from the nature of the Institution, we do not the less contend that the evil is capable of mitigation, and that advantage should be taken of the vastly-increased facilities of communication between town and country, to infuse into the management a leaven of provincial ideas and interests. This sound principle, we believe, has been for some time past advocated at the Council-board, and at length an opportunity has been found of putting it into practical effect. We regard the election of Mr. Hope Shaw as an occurrence of happy augury, both to the Society and to the profession generally, believing that this is the first step in a line of policy which cannot fail to enlarge the scope of the Society's usefulness, and thereby to serve the whole body for whose benefit it subsists.

It is at once a misconception of fact and an error in judgment, to represent that there is, between country and town solicitors, any real antagonism of interest. If once we begin to talk of classes existing in one and the same profession, it will appear, on a moment's consideration, that these classes are not two only, but very many. It is possible that a country solicitor, who has had small intercourse with the capital, may know but little of any London practitioners, except his own and some other agents. Hence, by always speaking as if the terms solicitor and agent were in the metropolis co-extensive, there is a chance of persuading some few persons to adopt and reason upon the assumption that the business of every London office depends wholly or principally upon agency. We shall presently show that this assumption is entirely contrary to fact; but, supposing it were well founded, we could not possibly desire to find a stronger argument in support of our own opinion that solicitors everywhere have absolutely the same interest. Surely, the London agent, who depends for his business upon the prosperity of his country clients, would not be so insane as to risk his own as involved in their destruction. It is true that imaginative people may conceive a London agent as a miracle of cunning and audacity, as willing to stake the chance of rising on the ruin of his country friends against the other chance of sharing in a common downfall. We think that this conception of the character of the London solicitor would not occur to any one who frequented the courts and the judges' chambers; but it is quite impossible to say what hidden depths of design might be discovered by an analyst of the legal heart thoroughly competent for the investigation. Perhaps one of our professed anatomisers of human passion will gratify the jaded appetite of the reading world by writing a novel upon this subject. Or, if the theme appear more suitable for play or poem, we commend it seriously to the meditation of workers in these domains of art. We have recently discovered that the profession counts in its ranks at least one votary of the Muses, and we beg to suggest "The Ambitious Agent" as an exercise of his poetic power.

The notion of the agent deliberately planning the ruin of his principal is so extravagant, that the bare suggestion of it transports the mind into regions of thought altogether alien to this Journal. Returning, therefore, as composedly as we can to dry business and sober common sense and matter of fact, we have to say that the truth is very far indeed from being as favourable to our own argument as we have been supposing. We believe that in all London there are not more than fifty or sixty offices whose business depends mainly on agency. Now, as the metropolitan solicitors amount in all to about three thousand, the class of agents, which is sometimes represented as comprehending the whole body, forms really but a small part of it. Perhaps, if there be still remaining any country practitioner who receives these fancy sketches of London life as truth, the ill-used provincial may be roused to put this question: "If these agency houses, of which I have heard so much, form really but one-fiftieth part of the profession in London, what is the business of the other forty-nine fiftieths of which I never heard before?" The answer to this inquiry ought to be, that the great body of the profession in the capital does exactly the same sort of business, and does it in the same way, as their brethren throughout England. It would be easy to point out London practitioners who, in the nature of their business, and in their connections and sympathies, differ far more widely than do the representatives of town

and country. Perhaps the two most opposite types of character to be found in the whole profession are, on the one hand, the agency practitioner, versed in the procedure of all courts; and, on the other, the confidential adviser of noble houses, knowing little of Chancery and nothing of common law forms, but familiar with mortgages, settlements, and the management of estates. And yet these entirely dissimilar avocations are pursued, not at the distance of two or three hundred miles, but within the same court or square, and possibly under the very same roof. Then, again, there are the City offices, forming a class as entirely distinct from the agency houses as any that can be found throughout the kingdom. Take, for example, the late Mr. James Freshfield, and compare the field of duty in which he laboured—first, with that of Mr. Holme, who was once at the head of one of the largest agencies, and then with that of Mr. Holme's successor in the Council of the Law Society—Mr. J. Hope Shaw. Take, again, another variety of City practitioners, among whom Mr. Lawrance and Mr. Linklater are two of the most conspicuous, and say whether we should seek to match these specimens among the London agency houses, or whether their parallel is not rather to be found in Hull, Manchester, and Liverpool. But we have said more than enough in a case where the facts are plain, and the inference from them is indisputable. As many as are the classes and the wants of society, so many must be the varieties that might be counted up, if we had time, in the functions that devolve upon the solicitor. But to pretend that any one class of practitioners is, or can properly allow itself to become, insensible to the importance of upholding the interests of every other class, is to propagate a gross and palpable delusion. It is certainly not a compliment to the intelligence of either lawyer or layman to attempt to mislead by such very inadequate contrivances.

OFFICIAL TRUSTEES.

The Law Amendment Society has been recently engaged in discussing a project of Serjeant Woolrych, for the appointment of official trustees. In the acquiescent spirit with which the Society is apt to welcome any scheme which professes to be an improvement on the existing law, it has adopted, by a unanimous vote, the proposition of the learned Serjeant. We cannot but think that the Society has in this instance forgotten the virtue of discretion in its eager pursuit of reform. The *primâ facie* arguments in favour of official trusteeships are obvious enough. It is hard to find thoroughly competent and upright persons who are willing to undertake the thankless office of a trustee. When you have been able to select persons worthy of all reliance, it is impossible to say how soon the estate may not devolve on an unprincipled heir or executor, or be transferred to successors in the trust, who may not be adorned by all the virtues of the original trustees. From these causes it is undeniable that instances of fraudulent malversation are of sufficiently frequent occurrence to constitute in the aggregate a serious national evil. One remedy for this mischief, and we believe a tolerably effectual one, will be found in the Bill of the Attorney-General, which promises shortly to become law. Rather strangely, this has been regarded by Serjeant Woolrych more as an aggravation than a remedy, and it seems to be imagined that the dread of a prosecution will have an injurious effect. It is thought that the increased reluctance of fit men to undertake a fiduciary office will more than counterbalance the benefit which may be expected from the new law in keeping trustees of less rigorous integrity within the limits of honesty. We are satisfied that this is an entire delusion. The position of any trustee of common honesty will be far better after Sir Richard Bethell's Bill has passed than it is now. No one who has not acted in a trust can appreciate the difficulty of resisting the importunities of tenants for life and others to concur in irregularities which cannot be committed without involving the trustee in the risk of serious loss. The prohibitions of a criminal statute, so far as they touch such transactions at all, will arm the trustee with an unanswerable reply to all such solicitations. It is common enough for a trustee to be urged to commit a breach of trust which may be really beneficial to all the parties interested; and if he refuses, on the plea that he may at some future time be held accountable, he is set down as an unaccommodating stickler, and quarrelled with accordingly. But no one could be shameless enough to press a trustee to do an act for which he might ultimately be brought to the bar of the Old Bailey; and though the proposed statute will not in any case reach a trustee who acts without a fraudulent intent, the mere general fact that breaches of trust are made amenable to the criminal law will, in a multitude of cases, silence the importunity which is the greatest of the difficulties that beset the office of a trustee. After a brief period of panic has passed by, men of integrity will, we believe, be less reluctant than hitherto to take upon themselves the duties of a trust; and the statute, so far from increasing the necessity for an official substitute, will, we have no doubt, diminish the difficulty of finding suitable private trustees. At the same time, it will obviously tend to check the appropriations of those who are really dishonest; and, therefore, whatever may be the necessity for a scheme like that of Serjeant Woolrych, it is certainly not increased by the intended severity of the Attorney-General's measure. Even were this otherwise, it would perhaps be better to increase the supply of eligible trustees by providing them with a fair remuneration, than to supplant them by paid officials. There is some vagueness about the plan as at present sketched out; and it is not clear whether it is intended that the Government shall pledge its credit for the honesty of the official trustee; although, without this condition, there will be nothing like an absolute assurance against defalcations of the very kind which the project is designed to prevent.

Supposing, however, that this should be one of the terms of the proposed legislation, we should undoubtedly escape the single risk of fraudulent appropriations of trust funds; but the scheme goes much further than is necessary to secure this object. If the official trustee were merely made the recipient and disburser of all trust moneys, without loading him with the discretionary and other duties of the trust, the same security would be obtained at a far less expense of labour, and consequently at far less cost to each estate. For it is clear that the official, whoever he may be, must be paid, and paid in proportion to the work performed; and if any trustee would take the trouble to estimate the value of his time spent upon his fiduciary task, he would soon satisfy himself that the payment of an official to do the same business would involve a heavy per-centage on most trust estates. So far, therefore, as protection against dishonesty is required, a mere public depositary is all that would be wanted. But there are other difficulties which trustees have to deal with, They have, in the interpretation of wills, and the administration of estates, to decide judicially on the rights of the beneficiaries; and if they do so without appealing to the Court of Chancery, they do it at their own risk. Where the trustees are men of substance, no system could be more beneficial to their *cestuis que trust*. But would an official trustee undertake such a responsibility? Clearly not; and it would either be necessary to invest him with strictly judicial powers to make his own construction *ipso facto* binding, or else to permit him, of course at the expense of the estate, to refer every doubtful point to the Court of Chancery. The former alternative is out of the question, as nothing

can be more monstrous than to give such judicial powers to an administrative officer without requiring him to hear the arguments of the parties interested, and, in fact, making him to all intents and purposes a Court of Trusts.

We have at present the Court of Chancery fulfilling the very functions which the official trustee is intended to perform; its officer, the Accountant-General, being as secure a depositary for trust moneys as it is easy to imagine. But it will be said, the expense is great. No doubt it is considerable; and though it admits perhaps of some reduction, it will never be possible, on any system, to get a large amount of intricate business accurately and safely done without heavy expense. Assuredly, the establishment of a new Court of Chancery, under a new name, without the knowledge and experience which have made the old tribunal almost perfect in the decision of trust questions, is not likely to lead to more efficient or less costly work; and it strikes us that the Law Amendment Society would do much better service by endeavouring to discover some mode of improving the chamber-machinery of our courts, so as to increase the speed and lessen the cost of an administration suit, than by devising a second court, which would have all the evils, and few of the good qualities, of the Court of Chancery. The alterations of the practice by recent legislation have been a great step in this direction; and the further reform of the judges' chambers, and the reduction or abolition of court fees, is all that is needed to make the system as perfect as any official mode of administering trusts can be. This is the direction which the efforts of reformers ought to take; and that they may do so, we trust that the zeal of the Law Amendment Society will cease to consume itself in discussing such visionary speculations as Serjeant Woolrych's project for the appointment of official trustees. One fact alone is enough to show how crude his plan at present is. He contemplates, in the first instance, the appointment of one official trustee, to be afterwards aided by a few country associates. When it is considered that this functionary will have to do for each estate all that is now done by private trustees, judges, chief clerks, counsel, solicitors, accountants and their clerks put together, it must be very obvious, that, if even the number of estates under his care should be no more than the Court of Chancery has now upon its list, he would have the work of some hundreds of active men thrown upon his single shoulders. The truth is, we should soon have an official staff whose salaries would devour estates with even greater facility than the enemies of the Court of Chancery are in the habit of attributing to that much maligned tribunal.

Legal News.

In the House of Commons, on Wednesday, most of the sitting was consumed in a vain attempt, by Mr. Craufurd, to force his Bill through Committee, against the opposition of the Irish members. The perseverance of the author of the Bill, and the opinion of the majority of the House, was successfully resisted during a contest of several hours; and it appears most probable that Mr. Craufurd will not again find even so favourable an opportunity as he has had this week, and therefore that his measure stands adjourned to another session. The tactics of the Irish members were simple in the extreme. There were four motions for reporting progress, and upon each of them abundance of loose talk, and a division. Colonel French began his opposition by urging the absence of many Irish members as a reason for postponing the Committee. We must assume, from the course which the proceedings took, that many of them entered the House during the discussion. Otherwise, the conception we obtain of the retarding power of Irishmen is absolutely startling. If a small detachment of Hibernian representatives can suspend the action and disappoint the will of the House of Commons, we shall be ready to believe that the concurrence of the whole body could repeat the miracle of Joshua. It is, at all events, quite clear that Irish obstructiveness is too strong to be overcome by a private member. If the Government mean this Bill to pass, they ought to take charge of it; and, at any rate, they should not leave the House to waste, in utterly profitless discussion and wrangling, several hours of valuable time.

In the Exchequer Chamber, on Saturday last, an appeal was heard from the Court of Exchequer; and it appeared that the case had been argued in that Court before two judges only, Barons Martin and Bramwell, who differed in opinion. We have before drawn attention to occurrences somewhat similar to this, as proving that if, as some persons contend, there are too many common-law judges, the existing arrangement of their duties must be singularly ill-contrived. In the case to which we refer, it is not unlikely, or, at any rate, not impossible, that in a full court a decision might have been obtained by a majority of three judges to one, and that this result would have been satisfactory, and no further litigation would have been thought of. As it was, the parties were compelled to resort to the Exchequer Chamber, where the case was heard by five judges, and judgment has been reserved. Now, it is part of our legal theory that the Exchequer Chamber is a court of higher authority than the courts whose decisions it reviews. But, inasmuch as the judges who sit there are of merely equal rank with the judges of the inferior courts, the greater weight ascribed to the judgments of the Court of Error must be due to the number, not to the rank of its component members. But if two judges of the Queen's Bench and three of the Common Pleas are to review judgments which usually proceed from four Barons of the Exchequer, there is little but a faith in odd numbers to satisfy us that the higher tribunal is entitled to more respectful consideration than the lower. In the case which gives occasion to these remarks, it happened that both courts were below the numerical strength which the law contemplates; and, therefore, the usual proportion between the numbers of judges acting in them was nearly observed. It is to be noted, that, during the past week, three judges of the same court have sat at one time at *Nisi Prius*, and this again would seem to imply some doubt whether there are too many judges. However, it is probable that we shall soon hear what the Commission appointed to consider this subject have to say upon it.

We give below the report of another action against an attorney for alleged negligence, which was tried on Thursday, and wherein the jury arrived at a conclusion to which we do not think we should have clearly seen our way. In this case of *Carr* v. *Chapple*, negligence was imputed to the defendant in respect that he improperly assented to terms of compromise of an action. It was sworn on behalf of the defendant that counsel advised this compromise, and also that the plaintiffs in the action assented to it; but this latter statement was contradicted by the plaintiffs themselves. The Judge left it to the jury to say whether the defendant had been guilty of negligence in assenting to the terms of compromise; and the jury found a verdict against him, with £200 damages. Now, so far as we can judge from the report in the daily papers, it would seem that, by very unwise and careless management, a married woman had been deprived of between £200 and £300 that was settled on her. At one stage of the affair, when an investment was made in worthless houses, the trustees appear to have been very culpable; but it is not stated that Mr. Chapple was concerned for the parties at this time. At a later period, an ejectment was brought by the owner of the land on which the houses stood, and

Mr. Chapple or his clerk suffered judgment to be signed against his clients by default. Here, then, were two distinct occasions on which somebody deserved censure, but in neither case were the jury called upon to adjudge the penalty. There was also a third occasion on which negligence was imputed to the defendant, but with regard to which it might be contended, with great force of reason—first, that the defendant had really taken a prudent course; and secondly, that, whether he had or not, he did his best to form a sound opinion—had acted on the advice of the counsel in the case, and, according to his own witness, with the approbation of the parties interested. The jury, however, were not disposed to stand on trifles. Here was a married woman who had lost her little fortune, and, as it came out in the course of the trial, was living separate from her husband. Here, also, was an attorney, a legitimate victim of common juries, who had certainly been guilty of one act of negligence, although not that in respect of which they were to award damages. It is not very surprising that this jury should have followed the example set them in the case of *Van Toll* v. *Chapman*. In both cases a lady had lost money, and an attorney had acted carelessly. To restore the lady's money to her would be a pleasant thing to do, and to treat an attorney with questionable justice would not be very disagreeable. We fear that this will not be the last instance in which the recent precedent will be followed; and it is much to be deplored that the case of *Van Toll* v. *Chapman* must now stand over until November, without any earlier opportunity of obtaining a judicial revision of the verdict in that case. The prospects of any attorneys who may happen to be defendants at the coming assizes in actions of this character are not encouraging. All that can be done is to take care that every such case shall be thoroughly discussed next term, so that some sound principles may, if possible, be laid down for the guidance of future juries.

QUEEN'S BENCH.—JUNE 25.

ACTION AGAINST AN ATTORNEY FOR NEGLIGENCE.

Carr and Another v. *Chapple.*

Mr. Serjeant *Thomas* and Mr. *Dunbar* were counsel for the plaintiffs; and Mr. *Milward* for the defendant.

This action was brought to recover compensation for a loss sustained through the alleged negligence of the defendant, who is an attorney carrying on business in Great Carter-lane.

It appeared that the plaintiffs, Mr. John Carr and Mr. Richard Farrow, are the trustees of a settlement executed in June, 1847, on the marriage of Mr. and Mrs. Hocheday, by which a sum of £300 Consols, the property of the lady, was settled on herself. In December, 1855, at the suggestion of her husband, she determined to purchase some leasehold houses in Bermondsey from a person named Keyes for £300. The trustees assented, and sold out the stock, which produced £277; the husband made up the difference, and the purchase was completed. It was soon found that the property was utterly worthless, not producing enough to pay the ground-rent, and had been purchased by Keyes for £50. Mrs. Hocheday consulted a Mr. Farrer, who was managing clerk to the defendant, and on his advice determined to bring an action in the name of the trustees against Keyes. The cause was set down for trial at Guildhall, on the 10th of December, 1855. The plaintiffs and their witnesses were in attendance, but, after waiting all day, they were informed the cause had been settled. It afterwards appeared that the terms were, that the defendant Keyes should pay £200 on or before the 11th of June, 1856, and the plaintiffs re-assign the cottages on payment of that sum. On the 26th of June an ejectment was brought by the landlady of the houses, and judgment allowed to go by default. No portion of the money had been paid, so that Mrs. Hocheday had lost everything.

The plaintiffs and Mr. Hocheday were examined: they stated they were never consulted as to the terms of the compromise, and never consented to it. Mrs. Hocheday admitted that something was said about a compromise by Keyes's agent, and she said she would not object, provided she got £200, and each party paid their own costs. She further said, it was by defendant's advice she allowed judgment to be marked in the ejectment.

For the defence, Mr. Farrer, managing clerk to the defendant, was called. He stated he had had the entire management of the case. Mr. Chapple never interfered at all. When it was proposed to compromise the action against Keyes, he consulted the counsel engaged, and they advised his proposal should be accepted. He then saw Carr, Farrow, and Mr. and Mrs. Hocheday, and they all agreed to accept the terms. They never expressed any dissatisfaction with the terms until October, 1856, when the present action was commenced. He was not told of the ejectment having been brought until the time for appearing had elapsed. As the plaintiffs were now unable to fulfil their portion of the agreement by re-assigning the houses, great difficulty was experienced in recovering anything from Keyes, but he had no doubt something would eventually be got. He was endeavouring to enforce the agreement when this action was commenced.

Hocheday, the husband, who has been separated from his wife for some time, confirmed Mr. Farrer's statement as to the conversation with the plaintiffs and Mrs. Hocheday, and swore they all three expressly assented to the compromise.

Mr. Justice *Wightman* said the question he would ask the jury was, whether the defendant had been guilty of negligence in assenting to these terms of compromise; if they were of opinion that he had, they would then consider the amount of damages; if they thought he had done what, under the circumstances, was the best for his clients, they ought to find for him.

The jury, after a short deliberation, said they found for the plaintiffs for the amount of the Judge's order.

Verdict for the plaintiffs—Damages, £200.

LIVERPOOL COUNTY COURT.

The following letter has been addressed to the Editor of the *Northern Times*:—

"SIR,—Here we are with *another* adjournment this week! On Tuesday last Mr. Conway sat in the absence of the Judge; but the cases for the three following days were adjourned until the 29th and 30th of July next, being a period of THREE CALENDAR MONTHS from the days they were entered in the court! Is this right? Is this court a boon to the public, or is it a nuisance? 'The remedy is obvious,' says the *Daily Post*; 'let the *Government* appoint an *additional* judge.' The remedy is equally obvious, say I; let the judge appoint a deputy, and pay him according to the Act of Parliament. One judge of ordinary stamina is sufficient for the present business, and therefore the country ought not to be saddled with the expense of an additional one. Let the judge, whoever he may be, confine himself to his own duties in his own court, and not ramble off to the Quarter Sessions four times in the year to the hindrance of his own suitors. The Judge of this court is, without doubt, a very good judge, and he has been so much lauded that we can now hardly bring ourselves to find fault with him. But there is reason in the roasting of eggs, and our love for the man must not lead us to forget what is due from him to us. If the constitution of the judge should unfortunately be so weak and delicate that he cannot execute the duties of his office, then, in honour, he ought to resign. But I would fain hope this is not so, and that his appointment of a deputy would remedy the inconvenience arising during his severe illness.—I am, &c., A SUITOR.

"June 20, 1857."

COURT OF BANKRUPTCY.—JUNE 25.

(Before Mr. Commissioner GOULBURN).

Re Giustiniani.—In this case, the facts of which have already appeared (*ante*, p. 557), his Honour decided to accept the offer of the defendant for the payment of £700 into court, to abide the determination of the Lords Justices on the question whether a bond ought to be given.

Obituary.

THE LATE JOHN WARD, ESQ.

We have to record, while we deplore, the loss of a distinguished member of the profession, of whom we subjoin a brief biographical sketch, extracted from the *Durham Chronicle* of June 19.

"Mr. Ward was born at Durham on the 10th September, 1771. His youth was marked by indications of talent and decided predilection for the acquirement of knowledge in preference to the enjoyment of juvenile exercises. At the usual period he was placed at the Grammar School, under the mastership of that distinguished classic, the late Dr. Britton; where he attained a proficiency in Greek and Latin literature, his extraordinary power of memory rendering the acquisition of knowledge

facile and enduring. He was also a proficient in most of the modern languages. The studious habits which were thus formed, and the dedication of many midnight hours to literary pursuits, enabled him to lay up an ample store of knowledge, the overflowings of which were not unfrequently communicated to the public; and we may, perhaps, be permitted to express a hope that these may not remain in obscurity.

"Of the profession of the law, which Mr. Ward had adopted, he was a distinguished ornament. Open, candid, and sincere in all his converse with his brethren, he won their opinion and secured their esteem. Perhaps few individuals have passed the ordeal of sixty years' practice as an attorney with greater honour, reputation, and success. His mind was of such an order that he naturally, we might almost say constitutionally, repudiated the petty warfare and contentious disputations incident to the common law; his forte lay in his knowledge as a property lawyer; in this he excelled, and amid its weighty and intricate ramifications obtained the highest confidence: by gentlemen at the bar his opinions in this important branch were received with decided respect and deference; and parties not personally acquainted with him can scarcely form an adequate idea of the amount of public professional honour and estimation which he enjoyed in his native place, especially in the immediate circle of his clientship. This is the more worthy of remark when we consider that no peculiarly advantageous or adventitious circumstances marked his entrance into life; his success lay in his own right hand and his own sound heart. The propriety of his judgment often marked him as an arbitrator on very difficult occasions, and we never knew an instance where his judgment was arraigned. As a testimony beyond our own, we select from a mass of similar evidences the following tribute of respect and estimation by one of the oldest and most eminent solicitors in the North of England:—

"Mr. Ward was one for whom in early life I entertained the highest esteem. He was a pattern amongst the dissolute; and I have to this hour looked upon him as a Polar star. Nothing in his life ever occurred to cast a shade over his character—there never was an imputation or stain upon him."

"In the year 1813, Mr. Ward was united to Miss Frances Leveson Gower, a lady allied to a noble family, whose energy in raising and supporting religious and educational institutions was remarkably successful, and whom he survived nearly eight years, terminating his career on Friday, the 12th June, 1857.

"During the solemn period of decay his confidence has never been shaken, and his faith remained firmly fixed on 'the Cross.' A son and daughter survive him, who, on Thursday, the 18th June, paid the last reverential tribute of filial piety to the mortal remains of an inestimable parent."

FORGING A COUNTY COURT PROCESS.—A somewhat singular case was heard before the Exeter magistrates a few days ago. A respectable tradesman, named William Downey, of Topsham, was committed for trial on a charge of forging the name of Mr. John Daw, registrar of the Exeter District County Court, to what purported to be a county court summons. It was stated that persons travel about the country and make a good living by selling documents in imitation of county court summonses, which are printed in Holywell-street, London. These are purchased by small tradesmen, who send them to tardy debtors in order to frighten them into payment. To make the process complete, it is necessary to forge the signature of the registrar. This Downey did, and posted the letters in Exeter, so that it might appear to the debtors that they came from the office of the registrar. By the County Courts Act the offence is one of felony. It was stated by Mr. Daw that he believed the prisoner did it in ignorance of the consequences. The magistrates committed Downey for trial at the ensuing Quarter Sessions.

COMMITMENTS BY COUNTY COURTS.—A case was mentioned by Mr. Dowse, on June 18, to Mr. Commissioner Phillips, and the discharge ordered, in the matter of G. Hall, where the insolvent had been committed by the Bloomsbury County Court, after his discharge by this Court. He did not attend the judgment summons. The discharge, though ordered, has not been sent, as the warrant of commitment is for contempt in not attending, and not for "non-payment." Unless parties who are summoned show their discharge or protection they will be committed, and therefore the decision is of considerable importance to parties, or they will find themselves in gaol.—*Daily News.*

"TOUTS."—On Wednesday, at the police-court, Mr. Dodd, solicitor, complained to Mr. Mansfield, stipendiary magistrate, of the system of touting pursued by some of the attorneys practising at the Court, instancing a case in which a "touter," employed by Mr. Cobb, had waited upon one of his (Mr. Dodd's) clients in prison, for the purpose of endeavouring to secure the case. Mr. Mansfield expressed regret that there should be any difference between the legal gentlemen of that Court, and intimated that in future no one would be allowed to have access to the prisoners except a professional man himself; and that, in order that a person in Bridewell, who wished to employ a professional man, might have an opportunity of knowing the names of the advocates, a list of attorneys practising at the police-court should be placed in a prominent position in the cells.—*Liverpool Albion.*

ROYAL BRITISH BANK.—The following letter has been addressed to the Editor of the *Daily News*:—

"SIR,—A very significant paragraph appears in the *Times* of this morning, 'that the Bill to effect a compromise between the creditors and shareholders in this unfortunate swindle is opposed in the House of Lords by Lord St. Leonards and others among the law lords, and will accordingly remain in abeyance until after the appeal of the Tipperary shareholders shall have been heard.' A pretty prospect this, certainly. Here have we been deluded from month to month, and told by Mr. Linklater that 16*s.* 6*d.* if not 18*s.* in the pound, would certainly be realised. Everything was to be productive in the highest degree; the Welsh mine was to realise £40,000 at least, the balance against Mr. Brown to be reduced to a mere nothing, and the shareholders to contribute their 6*s.* 6*d.* without delay and without compulsion. Now, what is the actual state of things? Scarcely more than enough to pay the law expenses has been recovered from the estate since the last dividend; the Welsh mine, instead of realising £40,000 is said to be offering at £15,000, and it is doubtful if it is worth one shilling, for it is said to be working at a great weekly loss. Add to this, that the directors who were to contribute so largely themselves, and to influence others to do likewise, and Mr. Humphrey Brown in particular, whose services were so indispensable to enable the assignees to realise the value of his own assets, are all in custody on charges of fraud and felony, and the expenses of their prosecution, if carried out on the same scale as everything else has been, will certainly swamp every shilling this estate can for the future produce. A very pretty conclusion truly, sir; and I think most of your readers will be of the same opinion, and think with me, that those who sold their debts when they had the opportunity of doing so, have realised in a remarkable degree the truth of the old adage, 'That a bird in the hand is worth two in the bush.' I am, &c., AN UNFORTUNATE DEPOSITOR."

THE PAY OF MINISTERS OF THE CROWN.—In the new number of the *Journal of the Statistical Society*, published on Saturday, is an elaborately prepared and very important article by Dr. Farr, on the "Pay of Ministers of the Crown;" Dr. Farr's object being to arrive at some natural standard by which the salaries of the principal Ministers of the Crown should be regulated, which he concludes should be the incomes of the highest classes of professional men. But what are these? His inquiries respecting the incomes of the most eminent physicians and surgeons of the present day show that only about ten are receiving £5,000 a-year and upwards. The incomes of the heads of the Church range from £4,200 to £15,000 a-year. Dr. Farr passes over both these classes, and adopts for his standard the average earnings of the most eminent barristers and judges. He finds that the incomes of twenty-four barristers ranged from £5,000 to £20,000, and those of the same number of judges from £4,800 to £8,000. He concludes, therefrom, that the salaries of the principal Ministers of the Crown are below the "natural standard," which he thus derives from the average earnings of the professional class whose duties approach the nearest to those exercised by members of the Government.

THE LATE EXTRAORDINARY ASSAULT CASE AT BIRMINGHAM.—The indictment preferred by Mr. Hodgson, the ex-Mayor of Birmingham, against Mr. H. Collis, a solicitor of that town, for a violent assault committed on the 4th of June, was tried June 24, before Mr. Recorder HILL, at the borough sessions. Mr. *O'Brien* and Mr. *Cockle* appeared for the prosecution, and Mr. *Spooner* and Mr. *Mills* for the defendant. It will be recollected, that, owing to a misunderstanding in connection with the Duke of Cambridge's visit to Birmingham, Mr. Collis took offence at a letter written by Mr. Hodgson, and, not obtaining its withdrawal, committed a violent assault upon him in his own office. The jury found the defendant "Guilty" of the third count of the indictment, charging him with an assault, and inflicting actual bodily harm. The Recorder postponed judgment until the following day, when Mr. Collis entirely withdrew all observations upon Mr. Hodgson's veracity; and he was sentenced to pay a fine of £50, and imprisonment with

hard labour until paid. The penalty was immediately paid by the defendant, and he was discharged.

ROYAL BRITISH BANK.—Mr. Bloxam, the chief clerk, decided (June 24) that Mr. Empson, solicitor of Moorgate-street, who had on various occasions had his name made use of for the purpose of transferring shares in the company, was not to be placed upon the list of contributories as liable, subject to the right of the official manager to appeal against the decision.—*Daily News.*

Mr. John Shattock, attorney, was, on Tuesday, again brought up on remand, charged with forging Messrs. Little and Murray's name to a bill of exchange for 30*l.* 10*s.* 6*d.* Mr. *Aspinall* appeared for the prosecution, and Mr. *Buck* defended the prisoner, who was committed for trial. On Thursday the prisoner was committed on a further charge of uttering a forged bill of exchange for £35, purporting to be accepted by Richard Coleman, and upon which he had obtained an advance of £20 from Henry De Medina, attorney, King-street, Finsbury-square, London.—*Liverpool Albion.*

ELECTION OF SHERIFFS.—Alderman Lawrence, and Mr. Allen, citizen and stationer, were elected to serve the office of Sheriffs of London and Sheriff of Middlesex for the ensuing year.

NEW QUEEN'S COUNSEL.—Mr. Skinner and Mr. Huddlestone, of the Oxford Circuit, have been appointed Queen's Counsel.

William Fry Channell, Esq., one of the Barons of her Majesty's Court of Exchequer; and Henry Singer Keating, Esq., her Majesty's Solicitor-General, received the honour of knighthood on June 18th.

Recent Decisions in Chancery.

LANDS CLAUSES ACT—SPECIFIC PERFORMANCE.

Regent's Canal Company v. *Ware*, 5 W. R. 617.

This case has determined a point on which there had been some conflict of judicial opinion—viz. the extent to which a notice to take lands under the Lands Clauses Consolidation Act, with subsequent proceedings under it, places the landowner and the company in the relative position of vendor and purchaser, and entitles the one or the other to the usual remedy by way of specific performance.

The question was first raised in the case of *Stone* v. *The Commercial Railway Company* (4 My. & Cr. 122). The contest there arose from the fact that the company had issued a precept to the jury in which the description of the lands did not agree with that in the previous notice, and the landowner applied for an injunction to restrain the proceedings upon it. The Court granted the injunction; and, in the course of the judgment, Lord *Cottenham* expressly laid it down, that, the moment the company had given the notice, the relative situation of vendors and purchasers was constituted; and that the company had no power afterwards to reduce the amount of land to be taken.

This was not, however, a bill for specific performance. But in the subsequent case of *Walker* v. *Eastern Counties Railway Company*, where, in consequence of the delay of the company after they had given their notice, the landowner filed a bill for specific performance—V. C. *Wigram* gave a large interpretation to Lord *Cottenham's* dictum, and held that the notice alone constituted a contract; and that, although the purchase-money remained to be ascertained by the mode prescribed by the statute, the plaintiff was nevertheless entitled to a decree for specific performance. The same point again occurred, or was considered to have occurred, in *Adams* v. *London and Blackwall Railway*, where V. C. *Wigram* overruled a demurrer by the company to a bill for specific performance. On appeal, this judgment was reversed by Lord *Cottenham* (2 Mac. & G. 118), partly on the ground that V. C. *Wigram* had taken an erroneous view of the facts alleged; but, though Lord *Cottenham* expressly abstained from any direct observations on *Walker* v. *Eastern Counties Railway*, he at the same time explained in a much more limited sense the language which he had himself employed in *Stone's Case*. After stating that the Vice-Chancellor's view appeared to be, that the notice by itself constituted the relation of vendor and purchaser, and that the Court could enforce the performance of all the incidents to that relationship, he qualified the doctrine as follows:—"It is, I think, quite true, that, to a certain extent and for certain purposes, the compulsory taking of land under the Railway Acts places the companies and the owners in the relative situation of purchasers and vendors; such, for instance, as to fixing between them the land to be taken. This was all that was decided in *Stone's Case*; but it by no means follows, that this Court will therefore take upon itself the specific performance of such sales. *If, indeed, the proceedings lead to an agreement, the Court might do so; for then, although originating in the compulsory power, the purchase would be to be effected under a private agreement, and so other cases may arise*; but whether it would do so if the case depended entirely upon the notice of taking the land not followed by any agreement, or, indeed, by any claim on the part of the owner (for such is the present case, as stated by the bill), the amount of purchase-money, therefore, not being ascertained, is a question upon which I do not think it necessary to express any opinion, because I think that the circumstances of this case call for a decision founded on very different principles." This was the state of the question when the present case came before the Master of the Rolls. In this instance, the notice had been followed by an award, under an arbitration pursuant to the Lands Clauses Act, so that the price was definitively ascertained; and the bill for specific performance was filed, not by the landowner, but by the company. There were some other specialties in the case; but the judgment of the Master of the Rolls was given independently of them. His Honour considered, that the observations in *Adams* v. *Blackwall Railway* substantially overruled V. C. *Wigram's* view. At the same time, he held that the present case, where not only had the notice been given, but the price also had been fixed, fell within the exceptions noticed by Lord *Cottenham* [printed in *italics* in our extract from his judgment], and that the relation of vendor and purchaser had become complete, so as to enable the Court to decree specific performance. This is the first instance of such a decree in favour of the company; and although there were peculiar circumstances arising out of the fact, that the land was taken under a special clause introduced into the Company's Act, in the interest of the defendant, it appears to have been his Honour's view that the company was equally entitled with the landowner to relief by way of specific performance, although the possession of their statutory powers of enforcing the completion by other means might, in an ordinary case, have a bearing on the question of costs.

COST-BOOK COMPANY—PARTIES.

Sibley v. *Minton*, 5 W. R. 675.

The very anomalous position, in a legal point of view, of cost-book companies has frequently given rise to the utmost difficulty in dealing with suits relating to such companies. Courts of equity generally refuse to take judicial notice of the characteristics of the cost-book system (see *Fenn's Case*, 4 De G. Mac. & Gor. 285; and *Hawkins' Case*, 4 W. R. 224); and whenever it is attempted to be explained in the pleadings or at the bar, it is sure to receive the most contradictory interpretations, according to the exigencies of the case. In the majority of instances, where companies upon the cost-book principle are started out of the jurisdiction of the Stannaries Court, the real object of the promoters is to avoid the restrictive provisions of the Joint-Stock Companies Act, or rather to persuade the public that they do so, and to create a species of transferable scrip, which may pass from hand to hand without registration. But if there be any peculiarity of the proper cost-book system which is more definite, and, in Cornwall at all events, more general than another, it is the registration of all the co-adventurers or shareholders and their transferees. Without such registration it is evident that the position of the adventurers both *inter se* and as regards creditors, must be still more complicated and embarrassing than it need otherwise be, especially where the company is beyond the jurisdiction of the Vice-Warden of the Stannaries. If the names of all the persons liable to one another and to the public may be known by looking at the cost-book, it will be much easier to ascertain the rights of all parties, than it can be in the case of a company where the shareholders are unknown, and there exists no means of discovering who they are. *Sibley* v. *Minton* decides, that, in certain cases, cost-book companies are to be regarded merely as ordinary partnerships; so that even if they succeed in avoiding some of the restrictions imposed by statute upon joint-stock companies, they pay a corresponding penalty in being exposed to all the inconveniences, for the purpose of relieving companies from which the Joint-Stock Companies Act (7 & 8 Vict. c. 110) was passed. In the present case, the bill was filed by a shareholder in a cost-book mining company, to restrain the company, its committee, and also a creditor of the company, from proceeding at law against the plaintiff in equity. It appeared that an action was brought, at the instance of the committee, against the plaintiff in equity, who was the holder of shares in the company, upon which he had

not paid up all the calls. The shareholders in the company were about 1,000 in number, and were, as were also the committee, a continually fluctuating body; and the defendants in this suit were three persons who constituted the committee of management when the request was made to the creditor (the other defendant) to proceed against the plaintiff. It was objected, that the committee did not represent the company for the purpose of the suit, the company being a mere partnership, and the plaintiff not suing on behalf of himself and of all the other shareholders. The bill also prayed that the plaintiff's liability might be ascertained, and for an account. *Kindersley*, V. C., in his judgment, treated the company as a monster partnership, and, therefore—an account, in which all the partners were interested, being necessary—he held that all the partners must be parties to the suit. It is impossible to see how, upon the established principles of the Court, his Honour could have decided otherwise; and yet there could hardly be a more striking illustration of the very unsatisfactory character of the legal status of cost-book companies, when they come before our ordinary tribunals. It would, of course, be utterly impracticable to conduct a suit, and enforce an equity, against a thousand individual defendants, whose rights as against the plaintiff, and liabilities to him and to one another, might possibly vary in each particular case; and, supposing all the different equities declared by the decree, it would be simply ridiculous to attempt taking an account of the partnership dealings as between the plaintiff and the thousand defendants, his co-adventurers. This decision is another illustration of the embarrassment arising from attempts to apply the cost-book principle to companies that ought properly to be constituted in the ordinary manner, under the Joint-Stock Companies Acts.

SPECIFIC PERFORMANCE—ENTIRETY OF CONTRACT—DIFFERENCE, AS TO ENFORCEMENT, BETWEEN NEGATIVE AND POSITIVE AGREEMENT.

Stocker v. *Wedderburne*, 5 W. R. 671.

In this case, a very interesting question on the doctrine of the Court as to specific performance was raised by demurrer to the plaintiff's bill. There was an agreement between the plaintiff and the defendants to form a company for the purpose of working certain patents belonging to the plaintiff, which he was to assign to the company; in consideration of which certain sums of money, and other benefits, were to be secured to the plaintiff, he engaging to render particular services, and to devote his time and labour to the company. The suit was for the specific performance of this agreement. *Wood*, V. C., allowed the demurrer, upon the ground that the agreement constituted one entire contract, as to the plaintiff's part of which the Court could not enforce the specific performance, and therefore that he was not entitled to enforce what he could not himself be compelled to observe. His Honour considered that the Court had no power of making the plaintiff perform that part of the agreement which related to his future services; and that upon breach the defendants would be left to sue him at law upon the covenant. The case of a party entitled to the benefit of a negative covenant coming for an injunction is thus noticed in the judgment:—"The terms on which the Court granted such an injunction were, that the party seeking it should act up to and perform his part of the agreement; and if it was shown that he had failed to do so, the Court always had the power of dissolving the injunction, and thus doing complete justice between the parties."

Cases at Common Law specially Interesting to Attorneys.

ACTION FOR A TORT COMMITTED BY ONE MAN UNDER DIRECTION OF ANOTHER—RULE OF LAW AS TO.

Pidgeon v. *Legge*, 5 W. R., Exch., 649.

It is a general rule of law that a person may be guilty of a *tort* (or wrong independent of contract) by authorising or causing it to be done by another. And it is another rule, that a master is generally liable for a *tort* committed by his servant acting in the execution of his orders: the latter rule, indeed, being identical with the former in cases in which the relationship of master and servant exists between the defendant in the action and the person actually doing the wrong. The difficulty of applying these rules under particular circumstances gives rise to much litigation; the question to be solved usually being, whether he who did the tortious act complained of was, in contemplation of law, "acting in the execution of the orders" of the defendant? If he was so acting, then the case falls within the major proposition above referred to—the defendant authorised or caused the act to be done—and this, whether the general relationship of master and servant existed between him and the person actually doing it or not. If he was not so acting, then (though such relationship may have existed) the defendant is not liable. As an illustration of the state of facts first supposed, may be instanced the case of one who directs the sheriff to take a wrong party in execution (see *Jarmain* v. *Hooper*, 6 Man. & Gr. 827), or of a coachman, who, in order to extricate his master's carriage from a crowd, strikes and injures a bystander (*Croft* v. *Alison*, 4 Barn. & A. 590). As an illustration of the state of facts secondly supposed, the case of *Pidgeon* v. *Legge*, above noticed, may serve as an example. In this case the defendant kept an inn, and the plaintiff, a chimney-sweeper, being in the house in a dirty condition, and refusing to leave the premises, was, at the request of the defendant, forcibly turned out by the police. In the course of his ejection he offered resistance, and a struggle ensued, in which his leg was broken. It was held by the Court that a master is not responsible for the acts of his servants committed in *excess* of his orders; that in this case the defendant's direction to the police to turn the plaintiff out was justifiable, and that it could not be held, that, in giving such direction, he had either authorised or caused the violence of which the plaintiff complained. The rule of law was further illustrated by *Bramwell*, B., thus:—"Suppose a master tells his servant to turn a boy off the wall of his garden, and the servant is aggravated, and, while the master looks on, he gives the boy a box on the ear, it is clear the master would not be answerable for that; so neither is the defendant answerable for the violence used by the policeman when exasperated by the resistance of the plaintiff."

The above distinctions suppose, of course, the act ordered to be a lawful one. If it were unlawful, then the person ordering it to be done would be liable not only for the misconduct of those whom he employs, but—if these subcontract—of all concerned in the actual commission of the injury (see *Knight* v. *Fox*, 5 Exch. 721). It is also to be noted, that an act complained of may have been done in the execution of the orders of the defendant so as to make him liable, if it was committed in the course of *negligently* executing such orders, and not (as in the case above noticed) in *excess* of them. Accordingly, it was said by the Court, in the above case, that the defendant would probably have been liable, if the police, in carrying the plaintiff out, had negligently knocked his head against the door-post.

ABUSE OF COUNTY COURT PROCESS.

Reg. v. *Evans*, 5 W. R., C. C. R., 652.

The subject involved in this case is a very important one; it being most necessary to guard against the county courts being made the means of extorting money from the poorer and illiterate classes of the people, either by directly forging the process of the court, or by collecting debts, &c., as if in virtue of its authority. It appears that Evans sent to one J. R., who owed him some money, a letter or application headed with the Royal arms, and the letters "V. R.," to the effect, that, unless he paid him his debt, proceedings would be taken in the county court to recover the same; and that such letter concluded, "Frederick Mugliston, clerk to the court, instructed by J. Evans;" and that afterwards (on the sum owed being paid) he further demanded from the wife of J. R. certain money which he alleged to be due as county court expenses. The prisoner was convicted, and sentenced to imprisonment, with hard labour, for two months; but it was now contended that no offence had been committed under 9 & 10 Vict. c. 95, s. 57 (the provision under which the proceedings had been taken), by which it is felony to forge the seal or any process of the court; or knowingly to serve or enforce any such forged process; or to deliver, or cause to be delivered, any paper falsely purporting to be a copy of a summons or other process of the court; or to act, or profess to act, under any false colour or pretence of the process of the court. It was under the last branch of this provision that the conviction in the above case was ultimately affirmed, with the disapproval only of Mr. Baron *Bramwell*. It was held that the prisoner had clearly pretended to act under the process of the county court, such his intention being conclusively established by his subsequent demand of "county court expenses." On the other hand, it was argued, that the mere sending of the above application by itself was not acting under colour of process, or within the meaning of the statutable offence. And Mr. Baron *Bramwell* retained his opinion, that such offence could only be committed by acting, by a false colour and pretence, under a *genuine* document.

ATTORNEY—LIEN FOR COSTS—PURCHASE OF CAUSE OF ACTION.

Smith v. *Selwyn*, 5 W. R., Q. B., 682.

It may be remembered that some time ago* a case came before the Court of Queen's Bench, in which notice was incidentally taken of the rule that an attorney cannot *pendente lite* purchase from his client the cause of action, and in which it was laid down that the right of setting off one judgment against another is one which may be subject to prior rights, as, for example, to the lien of the attorney for his costs. In the above case a rule was moved for calling on the defendant to show cause why a judgment obtained against him for £78 should not be set-off against part of a sum of £152, directed by a judge's order (which had been made a rule of court) to be refunded by the plaintiff to the defendant. The order above referred to had been made to set aside a judgment for that amount, which the plaintiff had previously obtained against the defendant, and for which he had taken out execution. The substantial answer to this application was, that the £152 had been, after the order had issued, but before it was made a rule of court, assigned by the defendant to his attorneys; but it was contended, on the authority of *Simpson* v. *Lamb*, above referred to, that validity to such assignment should not be given, because it was made while the proceedings in the action might still be regarded as pending, inasmuch as the costs had to be taxed and the judge's order to be made a rule of court. The Court, however, distinguished the two cases; and they said, that, in fact, the suit was *not* pending when the assignment was made; for "though there may be an appeal to set aside a judge's order, yet so long as it stands it settles the rights of the parties." Mr. Justice *Crompton* remarked, "It might as well be argued that a debt could not be assigned after final judgment."

ARTICLED CLERK—FORM OF RULE FOR ALLOWING ARTICLES TO BE INROLLED, AND SERVICE TO BE COMPUTED FROM THEIR DATE.

Ex parte Lewis Hand, 5 W. R., B. C., 687.

This was a motion for a rule, that, in the case of the applicant, "service be computed from the date of the articles, Feb. 25, 1852; and that the articles of Jan. 19, 1854 be vacated; and that the first-named articles, being properly stamped, be inrolled." As the application was successful, and as the form of the rule may be useful, we give it *ipsissimis verbis*. It was made under the statute to which we have often referred (19 & 20 Vict. c. 81), allowing articles to be stamped after six months upon certain terms, by the permission of the Treasury. And it was shown by the affidavits that the applicant had been unaware of the omission of his master to stamp his articles until the six months after their date had expired. It appears from this, and several other cases, to be an inflexible rule that the affidavits in these applications must contain allegations showing that there was no neglect of the *clerk*, or knowledge in him of the omission in time to rectify it within the six months; and, therefore, it is to be hoped that they will not for the future be attempted unless the facts of the case will admit of such statements being made. On the other hand, the Courts seem not to be influenced adversely by any negligence or ignorance of the *master*, however culpable. Thus, on the same day as that in which they disposed of the case of Mr. Hand, they acceded to another application of the same kind, in which it appeared that neither the applicant nor his master knew of the existence of the statute requiring the articles to be inrolled within six months from their date.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

The Annual General Meeting of the Members of the Incorporated Law Society took place on the 23rd instant, at their hall in Chancery-lane: Edward White, Esq., the President, in the chair.

The following gentlemen, who went out of office in rotation, were re-elected:—

Benjamin Austen.	Edward Rowland Pickering.
Keith Barnes.	William Stephens.
John Coverdale.	John James Joseph Sudlow.
James Leman.	William Williams.
William Henry Palmer.	John Young.

In lieu of the late Mr. Bryan Holme (who was the first promoter of the institution), Mr. John Hope Shaw, of Leeds, was elected a member of the Council.

Mr. Edward Leigh Pemberton was elected President, and Mr. John Young, Vice-President, of the Society.

The auditors elected for the ensuing year are—Charles John Bloxam, Henry Charles Chilton, and Robert Manley Lowe.

The Annual Report of the Council was then read by the Secretary; and a resolution was passed, that it be received, approved, and entered on the minutes; and that such parts of it as the Council think fit be printed and circulated amongst the members. The following are the subjects comprised in the Report:—

1. The alterations effected in the Law and Practice.
2. The new Bills in Parliament.
3. The proposed practical improvements in the administration of justice.
4. Professional usages in conveyancing practice.
5. The remuneration of solicitors with reference to the recent Order sin Chancery.
6. The concentration of the Courts and Offices in the vicinity of the Inns of Court.
7. The proposed extension of legal education and examination.
8. Malpractice cases and encroachments on professional rights and privileges.
9. The registration of attorneys, re-admissions, and the renewal of certificates.
10. The affairs of the Society; the state of its funds; the sale of land not required for the purposes of the Society; the new building; the library; lectures; new members, &c.

The Report stated that 78 new members had joined the Society, making the present number 1,600; of whom 1,273 are town, and 327 country, members. The Council expressed their opinion that it would be advantageous that a limited number of members of the Society, resident and practising in the country, should be members of the Council.

The Auditors' Report, signed by Mr. Few, jun., Mr. Beaumont, and Mr. Lowe, was then read and approved by the meeting. It appeared that the income of the last year was 6,662*l.* 11*s.* 2*d.*, and the payments 5,348*l.* 3*s.* 8*d.*, leaving a surplus of 1,314*l.* 7*s.* 6*d.*

The best thanks of the meeting were presented to Mr. White, the President, for his able superintendence of, and zealous and constant attention to, the various affairs of the Society, and the important interests of the Profession. Thanks were also voted to the Vice-President and Council for their valuable exertions during the past year.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

PREROGATIVE COURT—UNDUE INFLUENCE (*Wheeler* v. *Gore*).

In *Wheeler* v. *Gore*—a case in which the validity of a will was in dispute—the difficult subject of "undue influence" came again under consideration. The decision of the Right Hon. Judge Keatinge, establishing the will, like the great judgment recently given by the House of Lords in *Rossborough* v. *Boyse*, shows the increasing unwillingness of the Courts to set aside a will duly made by a testator, in full possession of his reasoning powers, on the ground of alleged "undue influence;" or, in other words, they allow a sane testator to dispose of his property to the person whom he likes best, without regard to the claims of his relatives.

In the present case, it appeared that Mr. R. J. Wilson, the testator, who died in 1856, unmarried, had, by a will executed with every formality in the presence of respectable witnesses, and while the testator was in full enjoyment of his understanding, bequeathed the greater part of his property to the promovant, Mrs. Wheeler, whom he described as his "dear and esteemed friend." The next of kin of the deceased impugned this will, on the ground that it was made against the wish and intention of the testator; that he was in a very bad state of health; that Mrs. Wheeler was in constant attendance upon him; that he was unable to dispense with her services; and that she induced him to make the bequest by a threat of abandoning him.

His Lordship, in delivering judgment, detailed the history of the parties, and the strong intimacy that existed between them, and adverted to the fact that the testator was a man of good sense and business habits. Several circumstances were stated, showing, that, by the testator's wish, when his health was failing, the promovant had given up her house, and made great personal sacrifices to attend upon him; for which

* See *Simpson and Another* v. *Lamb*, ante p. 130.

services he frequently expressed his gratitude, and promised to provide for her liberally. It appeared that the will had been executed with every legal formality; and it had not been proved that the bequest to Mrs. Wheeler resulted from any fraud or duress of any kind or description. He therefore considered that it was the duty of the Court to establish the will; each party paying her own costs.

PARLIAMENTARY AND OTHER OATHS.

The Parliamentary Debates during the past week have been to a very great extent occupied by the subject of the oaths to be taken by members of the Commons House; and the London journals have, in consequence, devoted much of their space to the consideration of that apparently all-important topic. Any one might suppose that the chief business to be transacted in Parliament was oath-taking; for all projects of law amendment seem to fade into insignificance by the side of the mighty question so anxiously debated—what is to be sworn by new members before they be permitted to take up the position in the Legislature assigned to them by their constituents? The precious hours and days of a too brief session are thus occupied to the exclusion of topics which we venture to consider of infinitely greater importance to the well-being of the State. This protracted, and ever-renewed, conflict may reasonably excuse some remarks, not on parliamentary oaths only, but on all oaths taken on admission to any calling or rank of life. Not only are new legislators compelled to swear, but also new barristers, new attorneys and solicitors, new officials in many public and judicial departments. From observation of what takes place on these occasions, we have reason to fear, that, in most instances, the required form of words is gabbled over and assented to with small attention to their import—with an impatient concurrence, yielded because it must be done. As stamp duties and fees are submitted to as fiscal exactions, as a kind of legalised black-mail from which we cannot escape, so swearing is submitted to as an infliction, time-honoured, planted in the doorway of our new profession—devised by the questionable wisdom of our ancestors, to render the admission more select, and to render the admitted somewhat more conscientious and scrupulous than they would otherwise be. For some reason or other the law is a profession the entrance to which is plentifully hedged about with oaths. Practitioners in many other honourable and scientific professions have no oaths to take; and we never heard that they were less zealous or less honourable in consequence thereof. That such oaths have become a farce and an absurdity is plainly demonstrated by the Indemnity Bill, annually passed for the protection against penalties of persons who have omitted to comply with the swearing laws.

Oaths are evidently of two kinds—such as relate to past or present transactions, and such as are designed to influence the future conduct of the swearer. The first class of oaths are, for the purposes of justice, highly useful: solemnising the mind, and repressing the imaginative powers of the witness. He knows, moreover, that the law has prescribed distinct penalties, to which false swearing may render him liable: he, therefore, in the witness-box (unless he be a hardened sinner), confines himself to facts, and reserves the exercise of imagination for parliamentary committees on railway and other bills, where oaths are not in vogue, and the use of the long bow is, therefore, extensively practised. But as to oaths of office and the like, designed to regulate future conduct, we cannot point to one benefit arising from their use, or suggest one argument for their continuance. Their defenders must admit, that, at the best, they resemble mere empty forms. It will not be alleged that the legislator is more wise, the statesman more patriotic, the barrister more convincing, the attorney more acute, by reason of any number of oaths taken and subscribed. It cannot be believed that the moral and intellectual qualities are heightened or improved by the act of applying the lips to the well-known leathern-bound volume (whose true use is when open, not shut) at the conclusion of an usher's parrot-like recitation? Take the case of a Judge or a Commissioner appointed by the Crown to an office of high importance, requiring the exercise of large powers of mind, and of still higher moral qualities. The selection of such an one should be in itself a sufficient guarantee of his fitness; and, unless he possess the requisite qualities, it is most improbable that oath-taking would secure any better discharge of his duties. To impose any oath in such a case is not only superfluous, but objectionable; as implying that acceptance of office is not a sufficient pledge that its duties will be honourably and properly performed by the acceptor.

These considerations lead to the conclusion that all these oaths, not judicially required for purposes of testimony, ought to be abolished. The oath of allegiance requires a separate mention. This oath has not merely the negative qualities of some others. Under some conceivable circumstances, it might become a positive injury and mischief. Enjoying all the benefits of a temperate, well-balanced, and efficient form of government, it is hardly worth while to speculate on the possible consequences of a change, of which not the slightest symptom is visible. An inquiry into the nature of an oath of allegiance would be, therefore, rather curious than useful. In olden times, before the principle of hereditary monarchy had been infringed upon, an oath of allegiance to the sovereign, his heirs and successors, had its use and its significance. But when the Lords and Commons (who had, of course, sworn allegiance to King James) declared the throne "vacant," and elected an individual to fill it, the hereditary rule was so far modified as to be virtually broken through; and the oath of allegiance could not thereafter be construed as implying more than a promise of submission to the sovereign *de facto*, so long as he or she should continue on the throne. To take a familiar illustration. The chairman of a public meeting, while he continues such, is entitled to the support and co-operation of all present in the maintenance of his authority; the majority of those present may, however, claim the right of dispensing with his services, and electing a new chairman. A similar right was established by those who effected the Revolution of 1688, if we may take the opinon of the best modern historians and critics. But, though the constitution is essentially changed, the oath continues; and the admirers of both must, of necessity, reconcile them, by construing the latter into a mere promise of submission to the existing Government, until the time when it shall be superseded by another. This, we apprehend, can hardly be accepted as a fair interpretation of very plain, unqualified words; and a full consideration of the subject will, we think, lead to the conclusion, that this oath ought to be abolished, as being inconsistent with the spirit of our present constitution—as being so worded as to be, by tender consciences, unexplainable in the mode above suggested. Our proposition therefore is, that, without disturbing any political rights or disabilities—for with them this Journal has nothing to do—abundant reason appears for doing away with all oaths, except such as are confined to the legitimate object of oaths—the verification of testimony.

LEASES AND SALES OF SETTLED ESTATES ACT.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Last autumn I consulted Mr. Bacon, Q. C., as to the late Leases and Sales of Settled Estates Act, and was advised by him that the same strength of case was requisite to found a petition to the Court of Chancery as would formerly have been required by Parliament before passing an enabling Act.

Can any of your readers who have conducted petitions say how far this view has been adopted by the Court? Judging from the advertisements which have appeared, I should fancy *not*; but no cases have been reported to enable me to deduce any principle.—Yours faithfully, RUSTICUS.

Review.

A Manual of the Law of Principal and Agent. By EZEKIEL CHARLES PETGRAVE, Attorney-at-Law. Stevens & Norton. 1857.

A qualm of bashfulness seized Mr. Petgrave after the last of his sheets had received its final *imprimatur*, and he had sat down at leisure to compose a few prefatory remarks. His fears arose (as we learn from those remarks), first, from the consciousness that he was an attorney, and not a barrister; and, secondly, from the fact that he had "written the work some years ago, having recently made, amidst numerous other engagements, a few additions." Now, with regard to the first source of his apprehensions, we beg to offer our solemn protest against the exclusive privilege of the bar it infers to exist. No reason whatever can be suggested why the field of literature should be confined to the horse-haired branch of the profession. If a man knows juridical secrets worth communicating to the public, let him by all means deliver himself of them forthwith; whether he has acquired the right to practise by eating mutton in Hall, and digesting it in the somniferous atmosphere of the lecture-room, or by taking part in the actual practice of his profession for several years, and undergoing the tolerably severe test of proficiency prescribed at the end of such period by the Examiners. If any of those who have passed through this last ordeal become authors, we can promise them, in the columns of

this journal at least, an attentive consideration, influenced by no feeling except what is excited by the merits or demerits of the work itself—an offer, we will take leave to observe, not to be slighted in these days of favouritism and puffing. But we must not lose sight of Mr. Petgrave.

We have said that his first ground for apprehension is, in our eyes, altogether a mistaken one; but his second was well founded. It is, in truth, a great pity that he did not delay the publication of his treatise, till he could find leisure thoroughly to revise and settle it according to the existing law. It is, no doubt, very hard work to keep oneself *au courant* the incessant changes produced by piece-meal legislation. Nay, to adopt the pious ejaculation of Lord Tenterden, "God forbid that it should be imagined that an attorney, or a counsel, or even a judge should know all the law!" But still every person who takes upon him to expound any particular branch of it to those less learned than himself, is bound to take this trouble; at all events, with regard to his special subject. And this necessary industry Mr. Petgrave has failed to exert. Thus, in the very second page of his work, we find the following statement:—

"The enactment of the 1st section of the 9 Geo. 4, c. 14, is, that no acknowledgment or promise by words shall be deemed sufficient evidence of a new or continuing contract, unless such acknowledgment or promise shall be made in some writing *to be signed by the party chargeable thereby*. In consequence of these last words, it has been solemnly decided, that an acknowledgment signed by an agent on behalf of a debtor is not sufficient (*Hyde* v. *Johnson*, 2 Bing. N. C. 780)."

Now, it happens, unfortunately, that this blot in the law had been hit and remedied by the Legislature, nearly a year before the publication of this book, by a statute of which we much fear Mr. Petgrave never heard. We mean, of course, the Mercantile Law Amendment Act, 1856 (19 & 20 Vict. c. 97), by the 13th section of which, (referring to the above provision of 9 Geo. 4, among others), it is provided that an acknowledgment or promise made or contained by or in a writing signed by an agent of the party chargeable thereby duly authorised to make the same, shall have the same effect as if such writing had been signed by such party himself.

Again, in Mr. Petgrave's statement as to the duties and obligations of agents employed to receive or deliver goods, we find a similar preference for the law of a few years ago to that which now swells the statute book. He takes occasion, in reference to this topic, to make the following remarks:—

"Carriers by water generally stipulate in their bills of lading that they shall be discharged from liability for losses occasioned by the 'act of God, the king's enemies, fire, &c.;' the first two of which exemptions they enjoyed at common [*sic.*], and that from loss by fire under 26 Geo. 3, c. 86, s. 2. In their charterparties they also stipulate that they shall be protected from various risks. They are further protected by stat. 26 Geo. 3, c. 86, from making good loss or damage to any gold, silver, diamonds, watches, jewels, or precious stones, sustained by any robbery, embezzlement, making away or secreting thereof, unless the owner or shipper has, at the time of shipping, declared the nature and value thereof in writing. 6 Geo. 4, c. 155, s. 53, exempts them from liability for damage arising from the want of a duly qualified pilot, unless incurred by their own refusal or neglect to take one on board; and by s. 55, from liability for loss incurred through the default or incompetency of a licensed pilot. Where their common law liability remains, it is much narrowed by the following Acts—viz. 7 Geo. 4, c. 15, which exempts them from making good losses incurred by the misconduct of the masters and mariners, without their privity, to a greater extent than the value of the ship and freight; 26 Geo. 3, c. 86, s. 1, which extends the above enactment to all cases of loss by robbery by whomsoever committed; and 53 Geo. 3, c. 159, which extends it to all cases of loss occasioned without their default or privity."—P. 57.

In the above passage, 6 Geo. 4, c. 155, is, by a clerical error, put for 6 Geo. 4, c. 125; and 7 Geo. 4, c. 15, for 7 Geo. 2, c. 15; and—these emendations made—the whole of the five statutes mentioned therein were repealed three years ago by 17 & 18 Vict. c. 120; while provisions of the same general description were substituted in an Act of the same session—viz. "The Merchant Shipping Act, 1854." Moreover, in a passage immediately preceding that last quoted—while discussing the effect of the Carriers Act, 11 Geo. 4 & 1 Will. 4, c. 68—not a word is said as to the position of *railway, and canal navigation companies*, considered as common carriers; nor any reference to the Railway and Canal Traffic Act, 1854, by which they are expressly made liable for neglect or default, notwithstanding any notice attempting to limit their liability.

Mr. Petgrave, however, appears (and we have much pleasure in recording the fact) to have noted up *cases* with much more industry than he has Acts of Parliament. We could not, indeed, venture to pass a decided judgment on his work, in this respect, without more detailed study of its contents than we have had an opportunity of making. But the results of an investigation of a few passages selected at random have been satisfactory. Thus, at p. 148, in speaking of the liability of agents on contracts in writing, and after remarking on the somewhat peculiar footing in this respect of bills and notes, and that an agent signing either in his own name without any qualification of his liability, will be personally responsible, though he has himself no interest in the transaction, Mr. Petgrave thus proceeds:—

"Where a bill was drawn on the cashier of a company on account of the company, and the cashier accepted it in his own name, he was held personally liable on his acceptance (*Thomas* v. *Bishop*, 2 Str. 955; and see *Jenkins* v. *Morris*, 16 Mee. & W. 877). Justice Story expresses his doubts whether this principle of the personal liability of the agent was not carried too far in this case; but in more recent English decisions the principle has been carried quite as far (Story, s. 269, n.; *Mare* v. *Charles*, 25 L. J., Q. B., 119). Thus, where a bill of exchange, purporting to be for value received in machinery supplied to the mining company, was addressed to the defendant, who accepted the same thus: 'Accepted for the Company, A. B., Purser;' it was held that defendant was personally liable. Lord *Campbell* said: 'This case falls within the principle of *Thomas* v. *Bishop*, which may have been doubted on the other side of the Atlantic, but has always been looked upon as good law here' (*Nicholls* v. *Diamond*, 23 L. J., Exch., 1. See also *Owen* v. *Van Uster*, 10 C. B. 313; 20 L. J., C. P., 61). But it was considered, that, on an acceptance by a purser of a company, under similar circumstances, the words *per proc.* relieved him from responsibility."

The statement here given of the law on this point strikes us as being both clear and accurate; and it is fortified with very recent authorities, though, by some carelessness in the preparation for the press, *Nicholls* v. *Diamond* and *Mare* v. *Charles* have been transposed; *per quod*, Lord Campbell is made to sneer at the American lawyers as a Baron of the Exchequer, instead of as Lord Chief Justice of England. To the decisions noticed by Mr. Petgrave, the case of *Aggs* v. *Nicholson* (1 H. & N. 165) might, moreover, have been added with advantage; but that case was only published in October, 1856, and may perhaps be excusably ignored by a writer who brought out his book early in the following year.

On the whole, we think the above passage a favourable specimen of Mr. Petgrave's powers; and the rather that it is, in the main, original, and not merely abridged from Mr. Justice Story: for the tenacity with which our author, as the general rule, clings to the skirt of his model, must be occasioned either by distrust in his own powers, or from his never having been properly instructed in the difference between *meum* and *tuum*. It is true, that, in the preface, the obligations under which he lies to the American jurist are acknowledged to a certain extent; and that it is somewhat difficult to draw the line between plagiarism and honest borrowing. Indeed, we do not know that Mr. Petgrave has appropriated the result of another man's labour and talent, more than many other writers whose reputations have not thereby suffered; nor is it our duty, as caterers for the Profession, to be over nice, provided a good treatise is, somehow or other, achieved.

Mr. Petgrave has considerable powers as a legal writer. He is terse in his diction, and clear in his statements. He has the art of seizing upon the true point of a complicated case, and expressing it shortly—often by a single sentence; and this is a power which is by no means common, while it is one which is singularly conducive to the production of a valuable law book. All these capabilities for his task make us the more regret the deficiencies and mistakes which we have felt bound to mention. We commend Mr. Petgrave for the way in which he has written his work, but we blame him for publishing it without further revision.

Pending Measures of Law Reform.

LORD ST. LEONARDS' TRUSTEES RELIEF BILL.

S. 1. Where a trustee, executor, or administrator acting *bonâ fide* has committed a breach of trust, and profit has accrued to the parties beneficially interested in the estate in consequence of the same, such profit shall be set off against the loss, to the relief of such trustee, &c.; but as between or amongst the parties beneficially interested the profit and loss shall be distributed as the justice of the case may require.

S. 2. Where a trustee, &c., has *bonâ fide* made over-payments to person entitled for life, if with privity of remainderman, the trustee is not to be charged; but where the right of the remainderman is enforced against the trustee, the person receiving the over-payment is to be liable to refund.

S. 3. A trustee, &c., making payment under a power of attorney is not to be liable by reason of the death of the party giving such power, provided that the fact of the death at the time of such payment was not known to such trustee, &c.

S. 4. Where a trustee, &c., shall, in investing a fund, have *bonâ fide* acted upon the written opinion of one of her Majesty's counsel actually practising at the Chancery bar, given

upon a case fairly stated, and shall, before such investment, have communicated such opinion to all the adult *cestuis que trust* (whether under coverture or not), and to the guardians, or parents, or persons standing in *loco parentis* of all the infant *cestuis que trust*, and to the committee of the estate of any *cestui que trust* being a lunatic or person of unsound mind, and such adult *cestuis que trust* and other persons shall not have objected to such proposed investment, though they had a reasonable time allowed them for that purpose, such trustee, &c., shall not be liable as for a breach of trust in respect of such investment.

S. 5. If a testator do not direct an act to be done which in equity ought to be done, a trustee, &c., is not to be liable for breach unless there has been *crassa negligentia*; but nothing in the Act contained is to exempt a trustee, &c., from payment of interest on balances in his hands, where he would now be liable to payment of such interest.

S. 6. No trustee, &c., is to be liable for omitting to sue for a debt, if there be ground for believing that payment would not be obtained.

S. 7. No trustee, &c., is to be liable for omission to sue on bond, &c., for money lent in lifetime of testator or intestate, unless required so to do by the will, or by the next of kin or other persons interested.

S. 8. Where an executor or administrator, liable as such to the rents, covenants, or agreements contained in any lease or agreement for a lease granted or assigned to the testator or intestate whose estate is being administered, shall have satisfied all such liabilities thereunder as may have accrued due up to that time, and shall have set apart a sufficient fund to answer future claims in respect of any fixed sum agreed by the lessee to be laid out on the property, although the period for laying out the same may not have arrived, and shall have assigned the lease or agreement for a lease to a purchaser thereof, he shall be at liberty to distribute the residuary personal estate of the deceased amongst the parties entitled thereto, without appropriating any part of the testator's personal estate to meet any future liability; and the executor or administrator so distributing the residuary estate shall not afterwards be liable in respect of any subsequent claim under the said lease or agreement for a lease; but nothing therein contained shall prejudice the right of the lessee, or those claiming under him, to follow the assets of the deceased into the hands of the person or persons amongst whom the said assets may have been distributed.

S. 9. Where an executor or administrator shall have given notice for creditors and others to send in their claims against the estate of the testator or intestate, such executor or administrator shall, at the expiration of the time named in the notice, be at liberty to distribute the assets of the testator or intestate, having regard to the claims of which he has then notice, and shall not be liable for the assets so distributed to any person of whose claim he had no notice at the time of distribution; but nothing in the Act contained is to prejudice the right of any creditor to follow the assets into the hands of the persons who received the same.

S. 10. A trustee, &c., may apply by petition, or by summons upon a written statement, to any judge at chambers, for his opinion and advice in the management, &c., of trust-property; and the trustee, &c., acting upon the opinion given by the judge, from which there is to be no appeal, shall be deemed to have discharged his duty as such trustee, &c., in the subject-matter of the application; but this Act is not to indemnify any trustee, &c., from any act done in accordance with such opinion, if such trustee, &c., shall have been guilty of any fraud, or wilful concealment or misrepresentation in obtaining such opinion; and the costs of such application as aforesaid are to be in the discretion of the judge to whom the same is made.

S. 11. No breach of trust or duty shall be protected by this Act where the trustee, &c., shall, directly or indirectly, derive from the act constituting such breach of trust any personal benefit.

MARRIED WOMEN'S REVERSIONARY INTEREST BILL.

S. 1. After the passing of this Act, it shall be lawful for every married woman by deed to dispose of every future or reversionary interest, whether vested or contingent, of such married woman, or her husband in her right, in personal estate, as if she were a feme sole; and also to release her equity to a settlement out of any personal estate to which she, or her husband in her right, may be entitled in possession, save that no such disposition or release shall be valid unless the husband concur in the deed by which the same shall be effected, nor unless the deed be acknowledged by her as after directed.

S. 2. Deeds are to be acknowledged by married women in the manner required by the Fines and Recoveries Act for disposing of interests in land.

S. 3. The powers of disposition given by this Act are not to interfere with any other powers which, independently of this Act, may be vested in, or limited or reserved to a married woman.

S. 4. The powers of disposition hereby given to a married woman shall not enable her to dispose of any interest in personal estate which may have been settled upon her by any settlement or agreement for a settlement made on the occasion of her marriage.

S. 5. This Act not to extend to Scotland.

WILLS OF BRITISH SUBJECTS ABROAD BILL.

S. 1. Wills of British subjects, made according to the law of England, are to be valid, although such subjects may have been resident or domiciled abroad.

S. 2. Administration of the goods of British subjects dying intestate is to be granted to the persons entitled to the same by the law of England, notwithstanding such subjects shall, at the time of their deaths or at any other time, be or have been resident or domiciled elsewhere than in England, in like manner as if such subjects had died domiciled in England.

S. 3. This Act is not to apply to any will or administration of any person who shall be dead at the time of the passing thereof.

S. 4. Act not to apply to Scotland.

GRAND JURIES (METROPOLITAN POLICE DISTRICT) BILL.

S. 1. The attendance of a Grand Jury shall not be required at the Central Criminal Court, or at any of the General or Quarter Sessions within the Metropolitan Police District.

S. 2. No charge is to be tried at the Central Criminal Court, &c., unless previously investigated before a justice; and the officer of the Court is to prepare an information describing the offence as fully as in an indictment; and every information so filed shall be in lieu of an indictment found by a Grand Jury.

S. 3. The Attorney-General may direct an information to be filed, whether the charge has been previously investigated or not.

S. 4. Nothing hereinbefore contained shall apply to any charge of treason or misprision of treason; but in such cases a special commission shall issue, and all proceedings thereon shall be taken as if this Act had not been passed.

S. 5. This Act is not to apply to the procedure for the trial of any person against whom a verdict has been found of murder or manslaughter upon a coroner's inquisition.

CHARITABLE USES BILL.

The preamble recites the 9 Geo. 2, c. 36, and 9 Geo. 4, c. 85, and that doubts had arisen whether under the former it was possible to make valid assurance for charitable uses of hereditaments of copyhold tenure.

S. 1. No past or future deed or assurance for charitable uses of any hereditaments of any tenure whatsoever, or of any estate or interest therein upon valuable consideration, is to be void within the meaning of the first-recited Act, if such deed is made to take effect in possession immediately from the making thereof, and without any power of revocation, and has been at any time prior to the *passing of this Act*, or shall be within *twelve* months after the passing of this Act, or within *six* months after the making such deed, inrolled in Chancery.

S. 2. No *past* deed, &c., for charitable uses of any hereditaments of any tenure whatsoever, or of any estate or interest therein, not upon valuable consideration, is to be void by reason of not being indented, or of non-compliance with the formalities in 9 Geo. 2, c. 36, or of specified stipulations for the donor's benefit, or (as to copyholds) for want of deed, if deed, &c., be inrolled, as provided in s. 1.

S. 3. No *future* deed, &c., for charitable uses of any hereditaments, &c., not upon valuable consideration, is to be void by reason of not being indented, or of specified stipulations for donor's benefit, or (as to copyholds) for want of deed.

S. 4. Where charitable uses of any past deed not inrolled are declared by any other deed, &c., the inrolment of such other deed is to be sufficient; but if neither of such deeds has been inrolled, then it shall not be necessary for the purposes of the first-recited Act or of this Act to inrol such deed; but every such deed shall nevertheless be void unless such other deed shall within *twelve* months be inrolled.

S. 5. Where charitable uses of any future deed shall be

declared by any other deed, the inrolment of such other deed within *six* months is to be requisite.

S. 6. Nothing in this Act is to render void any deed already valid by virtue of the 9 Geo. 4, c. 85; or to give effect to any deed already avoided at law or in equity, or to affect any suit at law or in equity actually commenced for avoiding such deed; and no deed, &c., *thirty* years old, nor as to which it shall be proved to the clerk of inrolments that the acknowledgment thereof by the grantor of the lands or hereditaments to which the same relates cannot be obtained within *twelve* months after the passing of this Act, shall, for the purposes of the first-recited Act or of this Act, require acknowledgment prior to inrolment.

S. 7. Hereditaments conveyed to trustees for charitable uses are to vest in the successors of original trustees duly appointed.

S. 8. Payments in lieu of fines, &c., as to copyholds, and (s. 9) for purposes of enfranchisement, are to have the same force as admittance.

S. 10. Nothing in the last three preceding sections of this Act is to extend to any property subject to the provisions of the 13 & 14 Vict. c. 28, "To render more simple and effectual the titles by which congregations or societies for purposes of religious worship or education in England and Ireland hold property for such purposes."

S. 11. This Act is not to extend to Scotland or Ireland, nor to prejudice the two Universities, or the Colleges of Eton, Winchester, or Westminster.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

S. 1. The 20th and 21st ss. of the 19 & 20 Vict. c. 120, are hereby repealed.*

S. 2. The 26th sect. of the said Act shall stand as follows:—The Court shall be at liberty to exercise any of the powers conferred on it by this Act, whether the Court shall have already exercised any of the powers conferred by this Act in respect of the same property or not; but no such powers shall be exercised if an express declaration that they shall not be exercised shall be contained in the settlement; and the circumstance of the settlement containing powers to effect similar purposes shall not preclude the Court from exercising any of the powers conferred by this Act, if it shall think that the powers contained in the settlement ought to be extended.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, June 19.

TRANSPORTATION AND PENAL SERVITUDE BILL.

This Bill was read a third time, and passed.

Monday, June 22.

STATUTE LAW COMMISSION.

The LORD CHANCELLOR said, he had to call the attention of their Lordships to a subject of very great importance. He would conclude the observations he had to make by asking their Lordships to give a first reading to eight Bills, the object of each of which was the consolidation into a single statute of the whole of the law relating to important portions of the criminal law. Those Bills had been prepared by the members of the Commission appointed in 1854 for the purpose of considering the expediency and possibility of consolidating the statute law of this country—a subject that had at all times occupied the attention of lawyers. The first point which the Commission took into consideration was the different modes by which the object they had in view might be attained; and finally they came to the conclusion that it was better far to attempt to do something than to speculate on what might be the best manner of curing the evil. The difficulties which they had to encounter were enormous. It was suggested, that they should at once proceed to systematise and consolidate some portion of the law. That appeared plausible, and no doubt was the correct mode of framing a code of laws; but then the duty laid on the Commission was not to frame a code of laws, but to consolidate the law as it now existed. After various discussions, and having attempted, in the first instance, to take up what were called groups of statutes, and made some progress in that work, they found that it would not do, and that the only way to make any impression on the statute-book was to take different subjects, and consolidate all the laws relating to each of those subjects. This was not only attended with great difficulty, but with great danger; for it was impossible to be sure that every statute, or part of a statute, relating to a subject could be found and consolidated, and that some would not remain undiscovered, and therefore unconsolidated. In order, therefore, to proceed with certainty, the Commission employed some gentlemen of great information and research to commence a registration of the statutes, beginning with the statutes of the previous year. These gentlemen went to work, marking every enactment and every section, and every previous enactment to which any section referred, either in the way of repeal or modification. This implied great labour; but he was satisfied, that, if the Statute Law Commission did nothing else but complete this work, they would do something that was extremely valuable; for without such a process it would be impossible to make any progress in the consolidation of the law. The Commission had the assistance of a very learned member of the bar, Mr. Coulson, and they proceeded to divide the statutes into classes, ranged according to the extent of their operation; those relating to the united kingdom being placed in one class, those applying to England alone in another; and so on, making in all thirteen classes. In that operation they had not proceeded beyond her Majesty's reign; but of the Acts passed during the last twenty years it was found that one-third did not apply to what might properly be called the law of the country, such as the Appropriation Acts, and all Acts the force of which expired after a limited period. Taking out those statutes, the Commissioners proceeded to ascertain how many of the remainder applied to the United Kingdom. They found that only one-third so applied; and therefore three-fourths of the statutes which had been passed during the twenty years of her Majesty's reign could form no portion of the statute law book, if that book were to consist merely of laws which regulated the conduct of her Majesty's lieges. It might be said, that, the examination not having been concluded, no consolidation could be made. The Commissioners had considered that point, and had come to the conclusion, that, upon some subjects of a popular nature, of which consolidation would be eminently useful, it would be undesirable to postpone action, merely because some prior enactments might possibly be overlooked. They had, therefore, selected a number of subjects, and among others the criminal law, bearing in mind a recommendation of a committee of their Lordships' House in 1854, that the formation of a criminal code should be postponed, but that a consolidation should be effected. Besides the criminal law, they selected several other subjects in which they considered consolidation could be made tolerably perfect, depending as they did upon recent statutes—such as the laws relating to bills of exchange, to patents, to ecclesiastical leases, savings banks, &c. In all, they had consolidated sixty-five statutes, besides nine others which were now in the hands of the gentlemen who assisted the Commission. It must be understood, that, although the Commission employed the best skilled draftsmen they could find, yet they had not asked Parliament to sanction any Bills which had not been gone through with the utmost care by those members of the Commission best qualified to judge of their merits. The Bills relating to the criminal law had been gone through by the noble and learned lord at the table (Lord Campbell), by the late Chief Justice of the Common Pleas, by a gentleman who was of the utmost assistance to the Commission, Mr. Greaves, and by Sir F. Kelly. These Bills he laid upon the table at the close of the last session; but in the interval, before re-introducing them this session, it occurred to him that improvements might be made in them. They had been framed to include all indictable offences; but some offences became indictable after one or two previous summary convictions, and he thought it would be better to alter the shape of the Bills, and make them relate to offences whether indictable or punishable by some other modes. He had gone through these Bills with Mr. Greaves, and he now asked their Lordships to read them a first time. They did not include all the subjects embraced in the Bills of last year, some of which he thought could be deferred without much inconvenience, especially criminal procedure, which ought not to be dealt with pending the inquiries now being made by the Government in consequence of an address presented last session to her Majesty by the House of Commons upon the subject of the department of criminal justice. They had also postponed dealing with the subject of treason and offences against the State, which were not of a pressing nature. The eight Bills which he now asked th

* S. 20 of the 19 & 20 Vict. c. 120, enacts that notice of applications to the Court under the Act is to be inserted in such newspapers as the Court directs, and that persons may apply for leave to oppose or support applications. S. 21 enacts that the Court shall not be at liberty to grant applications where it had previously been rejected by Parliament.

House to read a first time related to larceny (including burglary), offences against the person, malicious injuries to property, forgery, offences relating to the coinage, the game laws—which, although relating to a species of larceny, it had been thought best to deal with in a separate Bill—libel, and the laws relating to accessories to offences. These Bills were not mere consolidations, as the Commissioners had not felt themselves justified in overlooking the decision of the House in 1854, that in any Bills which might be prepared, it was desirable that the amendments which had been suggested by the Criminal Law Commissioners, and which had met with universal approval, should be embodied. Those alterations, he thought, would lead to no difference of opinion. There were several other Bills quite ready to be laid before Parliament, but he thought it would be more convenient that they should be introduced in the other House. He thought he ought to tell their Lordships further, that, in proceeding with their work, the Commissioners had come to several conclusions which did not occur to them at first. There were many ancient statutes, for example, which could not, and ought not, to be consolidated—for instance, Magna Charta, the Act *Quia Emptores*, and other old statutes of the same class, which formed the basis, rather than the superstructure, of the statute law. There were also a number of statutes expressed in such curious language, and framed in so different a style from that of modern times, that if the Commissioners were simply to consolidate them, retaining, as much as possible, the old language, they would produce a piece of patchwork which it would not be creditable to lay before Parliament. One of the subjects to which that observation applied was the law relating to landlord and tenant (upon which a Bill had been prepared with singular care and skill), in reference to which there had been enactments from the time of the Plantaganets down to the reign of Queen Victoria. There were a great number of other statutes, which, though comparatively modern, had yet been amended by one or two subsequent Acts; for example, in 1838 was passed an Act regulating the mode of framing, and in some respects of construing, wills; but, in consequence of some difficulties which arose in carrying it into operation a few years afterwards, an amending Bill was introduced and carried through Parliament; and the Commissioners came to the conclusion, that it would be absurd pedantry to consolidate such modern statutes, thinking it better that the original statute and the subsequent Act amending it should be taken together. So with respect to the statute abolishing fines and recoveries. Again, there were a number of statutes which could not be repealed, and which it would be equally absurd to consolidate; for instance, before the passing of the Wills Act in 1838, there was a law of Charles II. which regulated, up to that time, the formalities necessary with respect to wills. That law must still remain in force with regard to all wills made before 1838, but it would be hardly worth while to consolidate it. So with respect to the Tithe Commutation Act, which was fast working itself out. There were other statutes in the same position; but after all deductions there still remained a very great number of subjects which the Commissioners had no difficulty in dealing with, and with which they were determined to proceed until their labours were concluded. It had been said that the Commissioners had done nothing at all. If it was meant that they had introduced no Bills which had become law, the statement was perfectly true. They could not possibly have done so. The difficulties had been great, but he trusted that they had now found their way to do good service; and if their Lordships would render their assistance in laying before the public that which would, at all events, be a useful specimen of the labours of the Commissioners, he was in hopes, that, in the course of a few years, they might be able to reduce the forty or fifty volumes of statutes now in existence to two or three. The noble and learned Lord concluded by moving the first reading of his eight Bills.

Lord BROUGHAM entirely approved the course which had been taken by his noble and learned friend. Great misrepresentations had been made with respect to the Statute Law Commission, and he was glad that his noble and learned friend had described exactly what the Commissioners had done, and how far their labours of consolidation had proceeded. The statement of the noble and learned Lord as to the value of the services of the Commissioners was by no means exaggerated; and if he were asked to mention one or two of the Commissioners who were more especially entitled to the thanks of the country, he would mention the names of Mr. Bellenden Ker, Mr. Coulson, and Sir Fitzroy Kelly.

Lord CAMPBELL said he was sure their Lordships would willingly give these Bills a first reading. But he hoped the noble and learned Lord would be contented with that during the present session, because it was desirable to see the work of consolidation as a whole, and to detect inaccuracies which, even with the utmost care, might still be discovered. He had never doubted that the whole statute law might be consolidated; but such statutes as that of the reign of Edward III. with regard to treason, ought to be given *ipsissimis verbis* in which they were originally enacted.

The Bills were then read a first time.

Tuesday, June 23.

VEXATIOUS SUITS.

Lord BROUGHAM obtained leave to introduce a Bill similar to that which he had introduced in the last and preceding session, to prevent vexatious litigation.

The Bill was read a first time.

JOINT-STOCK COMPANIES ACT AMENDMENT BILL.

On the motion of Lord STANLEY of ALDERLEY, this Bill was read a second time.

DIVORCE AND MATRIMONIAL CAUSES BILL.

On the motion of the LORD CHANCELLOR, this Bill was read a third time.

On the question that the Bill do pass,

Lord REDESDALE moved an amendment upon clause 3, to take from the new Court the power of granting divorce *à vinculo*: which was negatived by a majority of 57.

The Earl of DONOUGHMORE then moved an amendment, the effect of which was that a wife might obtain a divorce *à vinculo*, even if the adultery of which she accused her husband had not been incestuous.

Lord CAMPBELL opposed the amendment, on the ground that it was not expedient that divorce should be granted upon the suit of the wife unless the conduct of her husband had been such as to render cohabitation impossible. The first instance in which a divorce *à vinculo* had been granted upon the prayer of the wife was in the time of Lord Thurlow, where a divorce had been granted upon that ground.

The amendment was negatived without a division.

Lord LYNDHURST proposed an amendment, the effect of which was to enable a woman to obtain a divorce if she had been deserted by her husband for more than five years without reasonable cause.

The amendment was negatived without a division.

The LORD CHANCELLOR then moved, in the absence of Lord St. Leonards, to strike out from the Bill the words "fine or imprisonment," the effect of which was to remove all power of imprisonment of either party, but to enable the Court to impose a fine on the adulterer, or to make him pay costs. In most cases a husband would not care to obtain a divorce, if he thought that by so doing he would subject his wife to imprisonment; and as to imposing a fine upon her, that was at once nugatory.

The Bishop of OXFORD considered that the words proposed to be struck out formed the greatest security for purity of life among the lower orders.

Their Lordships then divided, when the amendment was carried by a majority of 20.

Earl NELSON moved an amendment upon the 54th clause, providing that in case of the remarriage of divorced persons such marriage should take place in the office of the registrar, or in some building registered under the Marriage and Registration Act, and according to the form and provisions of that Act. The object of this amendment was to provide, that, as this matter had been argued on purely civil grounds, so the remarriage, if it took place, should be only a civil marriage, and that clergymen should be relieved from the performance of such marriages.

The Lord CHANCELLOR opposed the amendment, on the ground that parties when divorced should be placed in the same position as unmarried persons, and were, therefore, entitled to be married in the same manner as her Majesty's other subjects.

Their Lordships divided, when the amendment was lost by a majority of 28.

The Bishop of EXETER moved that a proviso be added to Clause 54, to deprive the implicated parties of the power of having their marriage celebrated by the Church, and, consequently, of the benefit to be derived from making it a religous ceremony, which was rejected by a majority of 14.

On the motion of the LORD CHANCELLOR, the last clause of the Bill was struck out.

The question having been put that the Bill do pass,

The Bishop of OXFORD protested against the Bill, which, as he believed, was contrary to God's Word, and to the law of the

Church of England, and would be fruitful of future crime and misery.

After a few words from Viscount DUNGANNON against the Bill,

Their Lordships divided, when the numbers were—Content, 46; non-content, 25: majority, 21. The Bill was, therefore, passed.

ROMAN CATHOLIC CHARITIES BILL.

The LORD CHANCELLOR, in moving the second reading of this Bill, explained that its principal object was to remove a doubt as to whether the Act of Parliament passed in the beginning of the reign of William IV., rendering lawful educational charities for Roman Catholics, was retrospective or not. It had been decided that it was retrospective; but some ingenious gentleman had since raised a doubt on the subject, and it was now proposed to pass this Bill to remove any such doubt. The Bill also provided that it should be lawful for the trustees of Roman Catholic charities to inrol them within a year after the passing of this Act, with the same effect as if they had been registered from the beginning. And that, in the case of trusts, partly lawful and partly unlawful, the Court of Chancery should investigate and decide what part of the trust should be applied to lawful uses, and what to the unlawful or superstitious uses. There was a clause to provide, that, where there was a doubt about the charity, the usage of twenty-five years should be conclusive.

The Bill was then read a second time.

Thursday, June 25.

ADULTERERS' MARRIAGES BILL.

Lord REDESDALE presented a Bill concerning the manner in which the marriages of divorced adulterers shall be contracted; which was read a first time. Second reading on Thursday next.

VEXATIOUS LITIGATION PREVENTION BILL.

Lord BROUGHAM said he did not intend to press the further progress of this Bill, but would take that opportunity of stating what it was his object to do for the prevention of vexatious litigation. He had, to meet the objection of his noble and learned friend, introduced a provision empowering parties to go to court accompanied by counsel and attorney, and this he adopted from the experience of the recent changes in the Examiners' Offices in Chancery. Another portion of the Bill which he should most certainly persist in, was that part which bound parties to find security for costs before going into court. The House need scarcely be reminded of the celebrated case of *Smithe* and *Smithe*, where, in an entirely fabricated case, the defendant had to pay £7,000 or £8,000 costs, and the plaintiff had been transported for life. It was well known also, that, in that case, persons were found in London and Bristol to subscribe, in the hope of getting a return of 100 per cent. for their money. To meet such cases, he proposed that previous security should be given; and it would meet even the case of the subscription; for although there were many persons who would advance £50 or £100 in the hope of usurious interest, they would most probably shrink from giving security for the whole costs. He would also introduce a proviso, giving the Insolvency Commissioners jurisdiction to punish in the case of persons, who, having incurred costs in litigation, afterwards took refuge in that court. The 76th section of the Insolvent Act was inoperative, and his object was to make it definite and effectual.

After a few observations from the LORD CHANCELLOR and Lords CAMPBELL and BROUGHAM, the debate was adjourned.

HOUSE OF COMMONS.

Monday, June 22.

JOINT-STOCK BANKS.

Mr. LOWE, in moving that the House resolve itself into committee to consider the laws relating to joint-stock banks, with the view of a Bill being brought in to amend those laws, said that great difficulties were interposed by the law in the way of forming a company, and when it was formed it gained no privilege by its formation except a bare license to trade, and was still subjected to almost every possible inconvenience which the law could accumulate upon it. Persons desirous of forming a company had first to petition the Crown. That petition was referred to the Board of Trade, which ascertained that all the requisites had been complied with. A charter was then granted, containing a considerable number of conditions, which formed great difficulties in the way of *bonâ fide* companies (but which were uniformly eluded—as in the case of the Royal British Bank—by companies not *bonâ fide*), and gave a mere license to trade, but no privilege whatever. Should the company fall into difficulties, the unfortunate shareholders discover that they are subject to all sorts of legal processes. The object of the Bill which he desired to introduce was, simply to extend to joint-stock banks the operations of the Act passed last session with reference to joint-stock companies. In future, therefore, joint-stock banks might be formed like any other joint-stock company, by a memorandum, and the application of the few simple provisions contained in the Act of last session. There would be a register of the shareholders, which would be *primâ facie* evidence of the persons who were to be called upon to contribute. Such a bank would be liable to certain powers of inspection by one-fifth of the shareholders; and in case it came to be wound up, as soon as it was handed over to the Court which was to wind it up, all actions against the shareholders would be stopped. It was proposed to retain the present limitation of shares in joint-stock companies to £100 and the proposed Bill would not make any alteration in the law; which at present required the liability of shareholders of joint-stock companies to be unlimited.

The House then went into committee.

Mr. MALINS entirely approved the general object of the Bill, but regretted that it was not proposed to limit the liability of joint-stock banks as well as of other joint-stock undertakings.

In reply to Mr. COWAN, Mr. LOWE said the Bill would not apply to Scotland.

Mr. ROEBUCK recollected very distinctly some observations made by the right hon. gentleman when he brought in his Limited Liability Act—viz. that for his own part he did not see why that principle should not apply to joint-stock banks. He was sorry the right hon. gentleman had departed from that which, no doubt, in his heart he believed to be right, and had bowed to a prejudice which pervaded a great many minds, but ought not to have influenced his.

Sir J. SHELLEY considered it perfectly outrageous that the only joint-stock companies to which the principle of limited liability would not now apply should be banking companies.

Mr. HENLEY said, that, if the creditors of these banks were to be deprived of any means of going against the shareholders, he hoped some clause would be introduced preventing the latter from making away with their property before the winding-up was effected. As the law now stood, every shareholder in the Royal British Bank had apparently been able to disappoint every creditor, and nobody had paid anybody anything.

Mr. WYLD said, that, in the case of the British Bank, the debts were £500,000, while the assets were £250,000, and that, as the law now stood, the shareholders were liable for the balance between the debts and the assets. The consequence was, that the shareholders endeavoured to shield themselves from the payment of the debts altogether, whereas, if their liability had been limited, they would have come forward and paid their debts.

Mr. BUCHANAN considered the principle of limited liability as vicious in itself, and as opposed to the maxim that the man who entered into trade, and derived from its prosecution a profit larger than the regular rate of interest, should be held responsible for his liabilities.

Mr. HANKEY said, that, so far as his experience went, the principle of unlimited liability had not proved satisfactory in the case of those who had embarked their money under its auspices.

A resolution upon which to found a Bill was then agreed to.

Tuesday, June 23.

JOINT-STOCK BANKS ACT AMENDMENT BILL.

Mr. HEADLAM gave notice, that, on the motion for the second reading of this Bill, he would move an amendment, declaring the opinion of the House that the principle of limited liability should be applied to joint-stock banks.

WILLS OF BRITISH SUBJECTS ABROAD BILL.

Sir F. KELLY moved the second reading of this Bill. He was authorised to say that the Attorney-General would not oppose the motion, but would reserve the discussion till the motion for going into committee.

This Bill was then read a second time.

THE CHARITABLE USES BILL passed through committee.

TRANSPORTATION AND PENAL SERVITUDE BILL.

The House considered the Lords' amendments to this Bill, one of which was agreed to, and the other negatived. A committee was appointed to communicate with their Lordships upon the subject; and on June 25 their Lordships agreed not to insist on the clause objected to.

PROCEEDINGS BEFORE JUSTICES OF THE PEACE.

Mr. MASSEY obtained leave to bring in a Bill to improve the administration of the law in England so far as respects summary proceedings before justices of the peace.

MUNICIPAL CORPORATIONS.

On the motion of Mr. MASSEY, leave was given to bring in a Bill to amend the Acts concerning municipal corporations in England.

MARRIED WOMEN'S REVERSIONARY INTEREST BILL.

This Bill was considered as amended, and ordered to be read a third time on Monday next.

Wednesday, June 24.

JUDGMENTS EXECUTION BILL.

The House went into committee on this Bill.

After three unsuccessful divisions (supported by the Irish members) that the chairman report progress,

Mr. BLAND moved the addition of words to the 7th clause, with a view to give the Court out of which the judgment issued a jurisdiction for subsequently ascertaining whether or not it had been fraudulently obtained; which was agreed to, and the clause ordered to stand part of the Bill.

Clause 8 was also agreed to.

After further opposition to the progress of the Bill,

Mr. CRAUFURD consented that progress should be reported, expressing his intention to proceed with the Bill on the first open Wednesday.

Thursday, June 25.

CHARITABLE USES BILL.

This Bill was read a third time and passed.

DIVORCE AND MATRIMONIAL CAUSES BILL.

This Bill was brought up from the House of Lords, and on the motion of Sir G. GREY was read a first time.

COLONIAL ATTORNEYS AND SOLICITORS.

Mr. LABOUCHERE obtained leave to bring in a Bill to regulate the admission of attorneys and solicitors of colonial courts in her Majesty's superior courts of law and equity in England in certain cases.

PRIVATE BILLS.—(*From a Correspondent*).

The Committees of the House of Commons have nearly got through the list of private business, though there are one or two heavy matters to be disposed of yet.

The "Salmon" question is settled, by the rejection of the Tweed River Fisheries Bill, and the Tweed Fisheries Bill being passed. The effect of this will be, that the proprietors of the Upper Tweed are left much in the same position as they were, as regards privileges; whereas the lower proprietors near the mouth of the river are considerably restricted in the use of salmon-nets, which have hitherto proved very destructive to the young salmon.

The Richmond and Kew Extension Bill, which was for making a short line from the North and South-Western Junction Railway across the Thames, at Kew, to Richmond, was passed by the Committee on Group 1, not, however, without a short, though vigorous, opposition from Mr. Selwyn, Q.C., in the capacity of a landowner. The West London and Crystal Palace Railway Bill, which empowers that Company to enter into working and traffic arrangements with the London and Brighton, South Eastern, and South Western Railway Companies, was passed by the same Committee. This is a very important measure to the public, as the effect will be, in all probability, that the Crystal Palace will be approachable from Waterloo Bridge Terminus during the ensuing summer.

The East Kent Company have failed in getting their independent line, as was stated last week; and the terms upon the South Eastern Railway Company are, that they shall promote and *bonâ fide* prosecute a Bill in the next session of Parliament for a West-end terminus. The South Eastern (Greenwich Junction to Dartford line) is passed, the object being to relieve the overgrown traffic on the North Kent, between Dartford and London.

The Taff Vale Railway Company have had a severe struggle with the freighters on the line, and after some days' fighting, the promoters withdrew their Bill sooner than give in. It was, however, recommitted, and proceeded again on Friday, but the questions were adjourned till Monday, with the hope that some arrangement might be made, which would prevent the public losing the advantages of the measures proposed by this Bill, owing to the hostile attitude assumed by the freighters and promoters.

Just before going to press, we ascertained that the Liverpool Committee had decided in favor of passing the Mersey Conservancy Bill. The decision is so complicated that we must defer the details until next week. This much, however, may be stated, that Sir James Graham has in effect ventilated the affairs of the Liverpool Corporation by the admission of a considerable current of "free trade air," the principle of the Bill, as proposed to be passed, being, that the money received for dues in the port of Liverpool shall be employed in the conservancy of the Mersey, and not for Liverpool local purposes. There are possibly twenty, certainly a dozen, resolutions in the preamble; and it may almost be affirmed, that the parties themselves cannot appreciate the decision of the committee until the consultation this evening.

The Doncaster and Wakefield Railway, which was a project for making a line from Doncaster to join the Wakefield, Pontefract, and Goole Railway, with working arrangements with the Great Northern Railway—in other words, a scheme for connecting the Great Northern Railway with the Caledonian Railway system—was rejected by the Committee.

The Committee on the Nene Navigation have commenced their labours without the smallest prospect of settling the question in time for getting the Bill read a second time by the prescribed period in the House of Lords; and it is not impossible that some arrangement may be made for suspending the Bill if it cannot be concluded this session.

The Mid-Kent Railway (Croydon Extension), and the Mid-Kent and South Kent Railway—being a railway from Caterham in Surrey to Croydon—were both rejected by the Committee on Group 2.

Six Election Committees are sitting, but as they have hardly got into their work yet, we will defer particulars till next week. The Committees are sitting on the following petitions, viz.:—Rochdale, Mayo, Cambridge Borough, Pontefract, Marlborough, and Wareham.

Court Papers.

House of Lords.

CAUSES

(*Appointed for Hearing on Monday 29th, and the Judges to attend*).

Croft v. Lumley et. al., in Error.
Cooper v. Slade, in Error (Bill of Exceptions).
Roddy et al. v. Fitzgerald and Another, in Error.

Chancery.

NOTICE.

The Lord Chancellor has directed that the third, fourth, and fifth seal in the Sittings after Trinity Term, 1857, which have been appointed for the 6th, 13th, and 20th days of July next, be respectively postponed to the following days, that is to say—

Third Seal ..... Tuesday 7th July.
Fourth Seal ..... Tuesday 14th July.
Fifth Seal ..... Tuesday 21st July.

(Signed) H. E. BICKNELL, Registrar.

Registrar's Office, Chancery-lane, June 26, 1857.

CAUSE LISTS.—AFTER TRINITY TERM, 1857.

☞ *The following Abbreviations have been adopted to save space:—*

A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Csts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. D.* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearing—*S. O.* Stand over—*Sh.* Short.

MASTER OF THE ROLLS.

CAUSES, &c.

Wade v. Tennant (Exons. to ans.)
Owens v. Kirby (Motion for decree)
In re Trappes } (Fur. cons. from
Wilson v. Barrow } chambers)
In re Hale }
Webster v. O'Connor } (Fur. cons.)
Norris v. Bramble (do.)
Bromer v. Lambe (do.)
Higgins v. Pettman (do.)
Barnewall v. Lord Clifford (do.)
Violett v. Brookman (do.)
Fletcher v. Barnard (do.)
Stainton v. Carron Co. (Motion for decree—*June* 24)
Vincent v. Spicer (Fur. cons. from chambers—*June* 24)
Irwin v. Hamer (Cause—*June* 24)
Spencer v. Pearson (Mtn. for dec.)
Noble v. Brett, otherwise Hodges (Motion for decree)
Noble v. Brett (Fur. conson.)
Chorley v. Bellett (Mtn. for decree)
Addams v. Bellett (Fur. conson.)
Longstaff v. Barker (Cause)
Page v. Page (do.)
Cubitt v. Sturgis (do.)
Sparling v. Bennett (Fur. cons. and summons to vary certificate)
Stephens v. Breton (Cause)
Attorney-Gen. v. Bushby (do.)
Brooks v. Dingley (Mtn. for dec.)
Jones v. Jones (Cause)
Perry Herrick v. Attwood (do.)
Holmes v. Baldwin (do.)
Stevenson v. Beaumont (Mtn. for dec.)
Nesbit v. Huxham (do.)
De Sorbein v. Bland (Fur. conson.)
Hartley v. Ostler (do.)
Robins v. Robins (Mtn. for decree)
Wich v. Parker (Cause)
Bone v. Pollard (Fur. conson.)
Hollwell v. Holgate (do.)
Pearson v. Tulk (Cause)
Pearson v. Spencer (Cause)
Pearson v. Pearson (Cause)
Edwards v. Rowe } (Fur.
Bennion v. Edwards } conson.)
Holland v. Allsop (Mtn. for decree)
Fry v. Fry (do.)
Wynne v. Fletcher (Special case)
Preston v. Bowerman (Cause)
Flower v. Gedye (Fur. cons. of costs)
Bather v. Kearsley (F. dirs. & costs)
In re Mackinlay } (Sumns. & fur.
Ward v. Mackinlay } cons. adj. from chambers.

Pearce v. Spencer (Cause)
Wallis v. Tonge (Fur. consn.)
Bridgman v. Gill (Cause)
Kerr v. Pawson (Mtn. for decree)
Cowdell v. Varnon (do.)
Armstrong v. Armstrong (F. cons.)
Osborn v. Reid (do.)
Bruce v. Toker (do.)
Sharpe v. Cooper (do.)
Smith v. Ryder (Mtn. for decree)
Dawson v. Prince (Cause)
Wells v. Corporation of Gravesend (Motion for decree)
Croft v. Goldsmid (Cause)
Rackham v. Gilbert (Fur. consn.)
Barker v. Partridge (Mtn. for dec.)
Hoblyn v. Langley (Fur. consn.)
Ruxton v. Poingdestre (do.)
Caswall v. Saunders (Mtn. for dec.)
Harvey v. Bayfield (Cause)
Pattinson v. Pattinson (Mtn. for dec.)
Swinfen v. Swinfen } (Cause)
Swinfen v. Swinfen }
Cruttwell v. Mee (Fur. consn. and summons to vary certificate)
Ridgway v. Clare (4) (Exceptions to Master's Report & F. D. & costs)
Attorney-General v. Dean, &c., of Windsor (Motion for decree)
Goddard v. Clay (do.)
Trail v. Herbert (do.)
Booth v. Brooke (do.)
Carter v. Carter (Fur. consn.)
Somersetshire Coal Canal Co. v. Harcourt (Motion for decree)
Brown v. Woods (Mtn. for decree)
Gibson v. Holmes (Fur. consn.)
Goodfellow v. Reading (Mtn. for dec.)
Morris v. Parrott (do.)
Delahay v. Batchelor (do.)
Sullivan v. Sullivan (do.)
Challenor v. Thompson (Cause)
Stratford v. Baker (Mtn. for decree)
Hawkins v. Wolston (do.)
Gover v. Towers (do.)
Devey v. Bridges (Cause)
Tweedale v. Hulme (Mtn. for dec.)
Smith v. The Port Tenant Patent Steam Fuel and Coal Co. (do.)
James v. James (Fur. consn.)
In re Strong } (Fur. consn. adj. from chambers —short)
Pepper v. Smith }
Allen v. Herring (Mtn. for decree)
Lindsay v. Bond (do.)
Law v. Humphries (Cause)
Sturgis v. Morse (do.)
Booth v. Goodlad (Claim)
Edwards v. Ryder (Fur. consn.)
Rennie v. Young (Cause)
Bloxham v. Whipham (do.)
Martin v. Patching (do.)
Simmons v. Willyams (Mtn. for dec.)
Roberts v. Crofts (Fur. directions and costs)
In re Reeve } (Fur. consn. of matter and cause adj. from chambs.
Moxon v Reeve }
Martin v. Brunning } (Fur
Crosby v. Brunning } consn.)
McDermott v. Doyle (Mtn. for dec.)
Fell v. Sulman (do.)
Evans v. Evans } (Fur. consn.)
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Barker v. Wolley }
Atttorney-Gen. v. Leathersellers Co. (Exons. to Master's Report and fur. dirs. and costs)
Slaughter v. Capel (Cause)
Blamey v. Sobey (do.)
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Earle v. Bellingham (Mtn. for dec.)
Rutter v. Marriott (Exons. to Master's Report and F. D. and costs)
Swayne v. Haynes (3) (Fur. consn.)
Ellston v. Oades (Mtn. for decree)
Kingsford v. Kingsford (Claim—short)
Duerden v. Lancaster (Fur. consn.)
Cheesman v. Collinson (Mtn. for dec.)
In re Hall } (Fur. cons. adj.
Hall v. Lawrence } from chambers)
Page v. May (Mtn. for decree)
Lefevre v. Freeland (Sp. case)
Lowe v. North (Cause)
Mason v Lawrence (Fur. consn.)
Blincow v. White (Mtn. for decree)
Tidswell v. Tidswell (F. C.—short)
Yeats v. Yeats (5) (Fur. cons. & ptn.)
Mott v. Goode (Cause)
In re Trappes } (Fur. cons. adj.
Wilson v. Barrow } from chambers)
Skirving v. Williams (Sp. case)
Williams v. Hughes (Fur. consn.)
Douthwaite v. Spensley (do.)
Marsh v Goodall (do.)
Gurney v. Fraser (Mtn. for decree)
Curtain v. Ernest (Fur. consn.)
Boag v. Stanfen (Mtn for decree)
Augrave v. Wing (Cause)
Tingle v. Shields (Mtn. for decree)
Draysdale v. Porter (Fur. consn.)
Bentley v. Meech (Mtn. for decree)
Wovenden v. Bowe (Claim)
Withington v. Grace (do.)
Mason v. Tibbitts (Mtn. for decree)
Alsop v. Bell (Cause)

LORDS JUSTICES.

APPEALS

Perkins v. Green }
In re Green }
Green v. Green }
Davey v. Durrant (App. pt. heard)
Davey v. Durrant } (App. mtn.)
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Deeks v. Stanhope (4)
Findon v. Findon
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In re Brandon } (Fur. consn. and
Hall v. Hall } appeal motion.)
Childers v. Childers
Fielding v. Smith (5)
Vardon v. Bower
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V. C. SIR R. T. KINDERSLEY.

CAUSES, &c.

Garner v. Briggs (Cause part heard)
Wentworth v. Chevell (Fur. dirs. and costs)
Batkin v. Brown (Mtn. for decree)
Gibbs v. Manning (Fur. consn.)
Attorney-Gen. v. Sheppard (do.)
Wilkinson v. East (Claim)
Wilcox v. Harrop (Fur. consn.)
Parton v. Parton (Cause)
Sclater v. Cottam (Fur. consn.)
Evans v. Jones (do.)
Randfield v. Randfield (Cause)
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Moorhouse v. Colvin (Cause)
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Riches v. Riches (Fur. consn.)
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V. C. SIR JOHN STUART.

CAUSES, &c.

Booth v. Coulton (Fur. consn.)
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Jowett v. Bentley (Cause part heard —*July* 1)
King v. King (Mtn. for decree)
Lane v. Ansell (Cause)
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Webster v. Webster (Cause)
Prudence v. Sutton (Mtn. for decree)
Hodson v. Roberts (do.)
Waters v. Waters (Fur. consn.)
Halliley v. Henderson (Mtn. for dec.)
Griffin v. Watts (do.)
Tanner v. Barton (do.)
Scott v. Mayor of Liverpool (Cause)
Gooch v. Slater (do.)
Forsyth v. Inglis (do.)
Jesse v. Bennett (Mtn. for decree)
Wood v. Scarbrough (2) (Fur. cons.)
Horne v. Shepherd (2) (F. D. & costs)
Charlton v. Elgar (Fur. consn.)
Horne v. Warr (do. and petition)
Jones v. Vaughan (Cause)
Mesher v. Lane (Fur. cons. & mtn.)
Blackmore v. Blackmore (Cause)
Sayer v. Bevan (Mtn. for decree)
Backhouse v. Wylde }
Backhouse v. Sturgis } (Fur. cons.)
Raiker v. Pike (Mtn. for decree)
Le Clair v. Richards (do.)
Hobson v. Searle (Claim)
Beloe v. Brame (Cause)
Visct. Ranelagh v. Lithgow (Claim)
Stone v. Stone (Cause)
In re Hemsley's Estate } (F. C. from
Bostock v. Wildbore } chambers)
Thomas v. Phillips (2) (F. D. & costs)
Osborn v. Walker (Cause)
Bowes v. Goslett (Motion for decree—short)
Stokes v. Crompton (Fur. consn.)
Dendy v. Bagshaw (Cause)
Heath v. Dodman (Mtn. for decree)
Winstone v. Baroness Windsor (do.)
Weldon v. Hylton (do.)
Weldon v. Youard } (Fur. dirs.
Weldon v. Fletcher } and costs.)
Searle v. Smales (Fur. consn.)
In re Hieron's Estate } (F. C. from chambers & petition)
Courage v. Hierons }
Johnson v. Lawrence (Mtn. for dec.)
Foster v. Cantley (Fur. consn.)
In re Canning's Estate } (do.)
Wallis v. Bell }
Eyre v. Barrow (Mtn. for decree)
Thackwell v. Masefield (do.)
Naylor v. Wright (Cause)
Skelton v. Cole (Mtn. for decree)
Woodburne v. Woodburne (F. cons.)
Farebrother v. Gibson (Cause & ptn.)
Stonehouse v. Dobing (F. D. & costs)
Evans v. Richards } (Fur. consn.)
Jones v. Richards }
Beech v. Visct. St. Vincent (Mtn. for decree)
Woodward v. Woodward (do.)
Helmer v. Addison (Cause)
Holt v. Bailey (do.)
Langhorne v. Hulland } (Fur. cons.
Morley v. Harland } and mtn.)
Birch v. Sewell (two motions to vary certificate)
Davies v. Nicholson (Mtn. for dec.)
Aitkin v. Bollard (F. D. & costs)
Skinner v. Chave (Fur. consn.)
Gratrix v. Chambers (2) (do.)
Metaxa v. Wilkie (Cause)
Griffiths v. Banks (Mtn. for decree)
Dobson v. Pattinson (Cause)
Pell v. De Winton (Mtn. for decree)
Charleton v. Jenkinson (Fur. cons.)
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Weston v. Wood (Fur. dirs. & costs and petition)
Beeby v. Starling (Cause)
Whitaker v. Carrick (Mtn. for dec.)
Hodgson v. Lett (Fur. dirs. & costs)
Lewis v. Eyton (Mtn. for decree)
Wedderburn v. Wedderburn (do.)
Holt v. Sindrey (do.)
Kent v. Berchley (do.)
Southern v. Sidney (do.)
Snow v. Blake (do.)
Allen v. Walton (do.)
Sullivan v. Parker (Cause)
In re Lightfoot } (F. cons. from
Bingham v. Stevens } chambers)
Hawker v. Vizard (Mtn. for decree)
Welson v. Howson (do.—short)
Shearly v. Fossick (Cause)
Bennett v. Jones (Fur. consn.)
Lacey v. Ramsdale (Mtn. for decree)
Taylor v. Linley (do.)
Playsted v. Goold (Cause—short)
Fuller v. Morgan (Mtn. for decree)
Watson v. Argile (Cause)
Mason v. Mason (Mtn. for decree)
Hutton v. Taylor } (Cause)
George v. Taylor }
Radcliffe v. Witham (Fur. consn.)
Jones v. Bennion (Mtn. for decree)
Jones v. Parry (Further hearing)
Barras v. Grey (Mtn. for decree)
Hencock v. Dean (do.)
Roberts v. Browne (do.)
Matthews v. Boughton (do.)
In re Shepherd } (F. C. from
Shepherd v. Kennard } chambers)
Curtis v. Blake (Mtn. for decree)
Charlesworth v. Scatcherd (F. cons.)
Attorney-Gen. v. The Dean, &c., of Christchurch, Oxford (Fur. dirs. and costs)
Railton v. Branscombe (Cause)
Tyrer v. Broome (Mtn. for decree)
Hare v. Listowel (Fur. consn.)
Abney v. Dolphin (do.)
Treherne v. Fuller (Cause)
Campbell v. Campbell (do.)
Hudson v. Mabon (Mtn. for decree)
Bartrum v. Ford (Fur. consn.)
Wilkinson v. Wilkinson (Mtn. for decree)
Labouchere v. Murchison (F. cons.)
Thompson v. Whitelock (Mtn. for decree
In re Law } (Fur. cons. from
Beyer v. Adams } chambers and 3 summonses)
Cocks v. Gray (Fur. consons.)
Sumner v. Strachan (do.)
Blamire v. Blamire (Mtn. for decree)
Propert v. Rowlands (Fur. consn.)
Jeffery v. Turland (Cause)
Leifchild v. Prince (Claim)

V. C. SIR WILLIAM P. WOOD.

CAUSES, &c.

Lovett v. Lovett } (F. C. on equity
Lovett v. Wallis } reserved pt. hd.)
Joel v. Mills (Mtn. for decree pt. hd.)
Hicks v. Hastings } (Cause pt. hd.)
Hicks v. Hastings }
Peers v. Meddowcroft (Demurrer)
Potts v. Potts (Mtn. for decree)
Baker v. Armitage (do.)
Hounsel v. Edwards (Mtn. for dec.)
Hay v. Ker (Fur. consn.)
Marsh v. Means (Mtn. for decree)
Smith v. Lord Dacre (do.)
Garrett v. Kennedy (Fur. consn.)
Clarke v. Ronald (Cause)
Janes v. Page } (do.—*July* 1)
Mingay v. Page }
Monypenny v. Monypenny (F. C.)
Holland v. Johnson (Mtn. for dec.)
Bennett v. Adamson (do.)
Roberts v. Pollard (do.)
Pollard v. Wilson (do.)
Taylor v. Hopkins (Cause)
Tovell v. Eastern Union Ry. Co. (do.)
The Company of Proprietors of the Leominster Canal Navigation v. The Shrewsbury and Hereford Ry. Co. (do.)
Browne v. The London Necropolis and National Mausoleum Co. (do.)
Dugdale v. Robertson (Mtn. for decree—*July* 4)
East Anglian Ry. Co. v. Goodwin (Cause)
Bell v. Adams (Fur. cons. & ptn.)
Robins v. Pearse (Mtn. for decree)
Howell v. Charles (Cause)
Forbes v. Forbes (do.)
Holmes v. Eastern Counties Ry. Co. (Motion for decree)
Hall v. Burt (Cause)
Brooke v. Garrod (Mtn. for decree)
Whateley v. Spooner (Mtn. for dec.)
Tomlinson v. Harnew (Cause)
Salisbury v. Denton (Mtn. for dec.)
Hodsoll v. Bird (Cause)
Churchward v. Jackson (Fur. cons.)
Atkinson v. Atkinson (Mtn. for dec.)
Preece v. Seale (Cause)
Davison v. Robinson (do.)
Kennedy v. Sedgwick (Mtn. for dec.)
Shribley v. Lambert } (Fur. cons.)
Shribley v. Lambert }
Cummins v. Bromfield (do.)
Carter v. Carter (Fur. consn.)

Spicer v. Fox (Special case)
Claydon v. Finch (Fur. consen.)
Calvert v. Johnson (Special case)
Goodman v. Sherwood (Fur. cons.)
Sympson v. Prothero (Mtn. for dec.)
Toynbee v. Duckering (Fur. cons.)
Snelgar v. Chambers (Mtn. for dec.)
Addenbrooke v. Ormes } (Fur.
Addenbrooke v. Ormes } consons.)
Marshall v. Jones (Cause)
Hervey v. Mills (Mtn. for dec.)
Chambers v. Flood (do.)
Shore v. Cooke (Fur. consen.)
Swire v. Cottrell (Special case)
Yearsley v. Yearsley (Fur. consen. and motion to vary certificate)
Marsland v. Mitarachi (Cause)
Meggy v. Essell (Mtn. for decree)
Fox v. Jackson (do.)
Shaw v. Postlethwaite (Cause)
Purser v. Darby (Mtn. for decree)
Knight v. Schneider (Claim)
Jones v. Dudson (Cause)
Crowther v. Sutcliffe (do.)
Kitson v. Shaw (Mtn. for decree)
Keith v. Partridge (do.)
Christmas v. Elderton (Cause)
Hanson v. Reece (Mtn. for decree)
Cutler v. Cutler (do.)
Holloway v. Poole (F. D. and costs)
Lomax v. Sutton (Cause)
Holmes v. Sturgis (Mtn. for decree)
Shaw v. Fryer (Cause)
Sanders v. Clayton (do.)
Jenkins v. Jenkins (Mtn. for dec.)
Hamond v. Walker (Cause)
Basket v. Skull (Fur. dirs. & costs)
Emerson v. Mason (Mtn. for decree)
Roberts v. Evans (Fur. consen.)
Hanman v Riley (do.—short)
Attorney-Gen. v. Pretyman } Exons.
Attorney-Gen. v. Dean, &c. of Lincoln } to report
McMahon v. Herne (Cause)
Attorney-Gen. v. Pretyman } F. D.
Attorney-Gen. v. Dean, &c. of Lincoln } and costs.
Attorney-Gen. v. Pretyman }
Attorney-Gen. v. Bishop of Lincoln } (do.)
Humphrey v. Stevens (3) (F. cons.)
Richardson v. Adams (Mtn. for dec.)
Hatton v. Att.-Gen. (Cause—short)
Powell v. Bird (Fur. cons.—short)
Soar v. Foster (Cause)
Lecoy v. Mogford (Fur. consen.)
Gunsted v. Marsh (Cause)
Clubb v. Harris (do.)
Talbot v. Hemshead (do.)
Handley v. Worthington (Mtn. for decree)
Barlow v. Barlow (Fur. cons.—short)
Merryweather v. Walker (Sp. case)
Alexander v. Alexander (Mtn. for decree)
Story v. Gape (Fur. consen.)
Smith v. Hurlbutt (do.)
Brown v. Stockton and Darlington Ry. Co. (Mtn. for decree)
Wilkinson v Wilkinson (Cause)
Spike v. Manners (Fur. consen.)
Chappell v. Haynes (Special case)
Hill v. Walker (Cause)
Zuccani v. Reay (Fur. consen.)
Wycherley v. Barnard (Mtn. for dec.)
Goodman v. Robinson (do.)
Rimell v. Aylett (Fur. cons.—short)
Green v. Harrison (Fur. consen.)
Claughton v. Jackson (Mtn. for dec.)
Van Ienberg v. Palmer (Cause)
Bourdillon v. Roche (do.)
McNeillie v. Acton } (Fur. consen.)
Bullock v. Acton }
Martin v. The West of England Fire and Life Insurance Co. (Cause)

Birth, Marriages, and Deaths.

BIRTHS.

A'BECKETT—On June 20, at the residence of Mrs. Gilbert A'Beckett, 10 Hyde-park-gate South, Kensington-gore, the wife of William Arthur Callander A'Beckett, Esq., of Melbourne, Australia, of a daughter.

CLARKE—On June 21, at the residence of her father-in-law, Mr. Serjt. Clarke, 53 Upper Bedford-place, the wife of Charles Harwood Clarke, Esq., F.S.A., of a daughter.

HAINES—On June 22, at Faringdon, Berks, the wife of George James Haines, Esq., Solicitor, of a son.

SEALE—On June 19, the wife of Edward Wilmot Seale, jun., Esq., Solicitor, of the Priory, Peckham, and Bank-chambers, Leicester-square, of a son.

STEPHEN—On June 25, at 27 Westbourne-park Villas, the wife of Fitz-James Stephen, Esq., Barrister-at-law, of a son.

MARRIAGES.

BATHE—HEADLAND—On June 20, M. E. L. Bathe, Esq., to Augusta Sophia, daughter of H. Headland, Esq., Solicitor.

TERRELL—GIRDLESTONE—On June 9, in the parish church of Kingswinford, at Wordsley, by the Rev. Charles Girdlestone, rector, and uncle of the bride, William Terrell, Esq., of Clifton, Bristol, to Caroline Harriet, eldest surviving daughter of the late Samuel Girdlestone, Esq., of the Middle Temple, Q.C.

DEATHS.

BRADISH—On June 11, at Barntown House, county Wexford, aged 64, Jane, relict of the late William Henry Bradish, Esq., of York-street, Dublin, Solicitor, and of Laurel-hill, in the Queen's County.

HEDGELAND—On June 25, at a very advanced age, from the effects of an accident, after leaving the house of her son, Sir FitzRoy Kelly, Mrs. Isabella Hedgeland.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CLACK, HENRY TUCKER, Argyll-pl., Regent-st., Esq., and HARRIET HENLEY, Crawford-st., Marylebone, widow, £391 : 13 : 6 New 3 per Cents.—Claimed by HENRY TUCKER CLACK and HARRIET CATON, wife of RICHARD BARY CATON, formerly HARRIET HENLEY, widow.

CLARKE, FREDERICK, Stoke Newington, Middlesex, Gent., EDWARD SELBY, Leonard-st., Shoreditch, Gent., JOHN FLUDE JOHNSON, Charles-sq., Hoxton, Gent., and BENJAMIN WEST, Haberdashers'-pl., Hoxton, Gent., £295 Reduced.—Claimed by FREDERICK CLARKE, EDWARD SELBY, JOHN FLUDE JOHNSON, and BENJAMIN WEST.

CURTIS, Sir LUCIUS, Gatcombe, Hants, Bart., HENRY CLARK, M.D., and JOSEPH LOBB, Gent., both of Southampton, £100 Reduced.—Claimed by Sir LUCIUS CURTIS, Bart., HENRY CLARK, M.D., and JOSEPH LOBB.

ELLIOTSON, EMMA, and ELIZA ELLIOTSON, Clapham, Surrey, spinsters, £1,000 New South Sea Annuities.—Claimed by EMMA ELLIOTSON and ELIZA ELLIOTSON.

GILBERT, SARAH, spinster, WILLIAM GILBERT MILLER, both of Barnack, Northamptonshire, and JOSEPH PHILLIPS, sen., St. Martins, Stamford Baron, common brewer, £69 : 11 : 3 Consols.—Claimed by SARAH MORRIS, wife of WILLIAM MORRIS, formerly SARAH GILBERT, spinster, WILLIAM GILBERT, and JOSEPH PHILLIPS, sen.

HEMSWORTH, BENJAMIN, Upper Gower-st., Middlesex, Esq., BENJAMIN MATTHEW OLIVER, of the same place, Esq., and DANIEL BURTON MOUNCEY, Hillam-hall, Monk Fryston, Yorkshire, Esq., £37 : 6 : 5 Reduced.—Claimed by BENJAMIN HEMSWORTH, and BENJAMIN MATTHEW OLIVER, the survivors.

KENNARD, GABRIEL, jun., East Farleigh, Kent, farmer, £100 Old South Sea Annuities.—Claimed by GABRIEL KENNARD.

PRINALD, ANNA MARIA, Hotwells, Gloucestershire, spinster, £465 : 14 : 8 New 3 per Cents., and £161 : 9 : 8 like Annuities, standing in name of ANNA MARIA PRINALD, Eltham, Kent, spinster.—Claimed by ANNA MARIA PRINALD.

RAWSON, ELIZA, Nidd-hall, Ripley, Yorkshire, spinster, £200 New 3 per Cents.—Claimed by ELIZA RAWSON.

RAWSON, MARY, and ELIZA RAWSON, Nidd-hall, Ripley, Yorkshire, £2,325 New 3 per Cents.—Claimed by MARY RAWSON and ELIZA RAWSON.

SAMUEL, PHILIP, Stock-exchange, Gent., and ADOLPHUS ALFRED PHILLIPS, a minor, £50 Consols.—Claimed by PHILIP SAMUEL, the survivor.

STONOR, SOPHIA CHARLOTTE, Holmwood, near Reading, widow, £297 : 19 : 11 Consols.—Claimed by SOPHIA CHARLOTTE STONOR.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

HINDE, MARY ANN (who died on Oct. 20, 1856), late of Upper Clapton, Middlesex, spinster.—Her nephews or nieces, or the legal personal representatives of such as may have died since her decease, are to come in and prove their claims on or before July 15, at V. C. Stuart's Chambers.

JOBSON, ABRAHAM (who died on June 25, 1850), Wisbeach St. Peter, Cambridgeshire, D.D.—His nephews or grandnephews living at the time of the decease of MARY GRAINGER, late of Bradford, Yorkshire, widow (a niece of the said ABRAHAM JOBSON); or at the time of the decease of GEORGE D'ARCY WARBURTON (who died on Oct. 3, 1854), late of York, yeoman; or at the time of the decease of ANN WEBSTER (who died on May 20, 1857), late of Halifax; or the legal personal representatives of any of such nephews or grandnephews, who may have since died; and all persons claiming to have any charge upon the shares of any of such nephews or grandnephews, are to come in and make out their claims on or before July 20, at V. C. Kindersley's Chambers.

LYMAN, DANIEL (who once resided in New Brunswick, afterwards at Plymouth, and subsequently in Jersey, and it is believed died in the parish of St James, Middlesex, in Nov. 1809), Major in his late Majesty's Service, and MARY, his wife.—All persons claiming to be their issue, or to have any interest under their marriage settlement, living at the death of the said MARY LYMAN in Aug. 1809, and the personal representatives of such of them as may be now dead, are to come in and prove their claims on or before July 13, at Master of the Rolls' Chambers.

Money Market.

CITY, FRIDAY EVENING.

The English Funds have been all the week remarkably steady and quiet. Consols for the opening have stood at 93⅜ per Cent. The 3 per Cent reduced, and the new 3 per Cents. have been at 92⅞ to 93 per Cent. without any reported variation.

French Funds have been more sensitive, but the price of the 3 per Cents. is at the end of the week about the same as at the beginning. The Bank of France has reduced its rate of discount on commercial bills from 6 to 5½ per cent. It maintains at 6 per Cent. interest on advances. Other important Foreign Securities have continued steady, with tendency to improvement. Few transactions are taking place, and the demand for money is not active.

It has been announced that the amount of £1,125,000 to be paid to Denmark, in redemption of the Sound Dues, is not likely to be withdrawn from this country.

From the Bank of England return for the week ending the 20th June, 1857, which we give below, it appears that the amount of notes in circulation is £18,803,825, being an increase of £31,640; and the stock of bullion in both departments is £11,172,862, showing an increase of £263,607 when compared with the previous return.

The reduction in the rate of interest made last week by the Directors of the Bank of England seems to have been a natural consequence of the improvement in its position during the last three or four weeks. This improvement is the result of the increased amount of bullion in store, and the lessened amount of its liabilities on private securities.

A comparison with the state of affairs at the Bank, at the corresponding period of last quarter, when, as now, it was greatly strengthened by the accumulation of Government deposits prior to the payment of the dividends, will also show apparent improvement. If, however, the retrospect is carried back to the corresponding period of last year, it will appear that the stock of bullion was greater in 1856 than in 1857 by £1,216,000, and the liabilities on private securities less by the very considerable amount of £4,312,000. Consequently the position of the Bank was then much stronger, and more prepared to resist subsequent pressure, than at thepresent time. If the pressure now to be sustained by the Bank is in proportion to that of last year, the weight will become greater by reason of its larger amount of liabilities, and its less stock of bullion. It

should, however, be borne in mind that the rate of discount then was 5 per cent., and that now it is 6 per cent.; the higher rate giving strength to the defensive position, so to say, of the Bank finances. These particulars lead to well founded doubts whether any further early reduction of the rate of interest, or any considerable reduction in the value of money during the present year, is probable.

It is stated that the Ministers of Austria, France, England, Prussia, Russia, Sardinia, and Turkey, met last week in Paris for the purpose of signing the treaty for the frontier settlement in Bessarabia, and for regulating the question of the Isle of Serpents, and the Delta of the Danube.

The statement that a treaty of commerce was signed between France and Russia, on the 14th of the present month, is said to be confirmed. The concessions made, or reported to have been made, by the Government of Turkey, to British subjects, are very numerous. The existing state of the money market throughout Europe and America is sufficient cause to discourage a large proportion of these undertakings, or, at least, to postpone many till some two or three have become active in the management of Englishmen, and the interest of money is easier.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 20TH DAY OF JUNE, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	24,911,630	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,436,630
		Silver Bullion	...
	£24,911,630		£24,911,630

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,327,222
Rest	3,353,074	Other Securities	18,481,953
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	7,799,602	Notes	6,107,805
		Gold and Silver Coin	736,232
Other Deposits	9,298,594		
Seven day & other Bills	648,942		
	£35,653,212		£35,653,212

Dated the 25th day of June, 1857 M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	213	213 2½	214 12½	...	...	...
3 per Cent. Red. Ann.	92¾ ¾ 3	93 2½	93 2½	92¾ 3	92¾ 3	93
3 per Cent. Cons. Ann.	shut	shut	shut	shut	shut	shut
New 3 per Cent. Ann.	93 2½	93½ 2½	93 2½	93 2½	92¾ 3	92¾
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	2 7-16	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	18 1-16	...	...	...
India Stock	...	...	...	...	...	...
India Bonds (£1,000)	...	...	...	...	...	4s. dis.
Do. (under £1,000)	7s. dis.	7s. dis.	...	7s. dis.	4s. dis.	...
Exch. Bills (£1,000) Mar.	3s. dis.	par	par	4s. dis.	3s. dis.	...
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	3s. dis.	1s. pm.	1s. dis.	2s. pm.	par	...
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	3s. pm.	3s. pm.	...	2s. pm.	3s. dis.	...
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	98¾	...	—	...	98¾
Exch. Bonds, 1859, 3½ per Cent.	...	...	...	...	...	98¾

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5½
London and Provincial	3
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	90½	...	91½	91½	...	...
Caledonian	75½ ½	...	75 4¾	74¾	74½	75¾ ¼
Chester and Holyhead	...	...	...	...	...	...
East Anglian	...	20½	20	...	20½	20¾ 20
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	97½	...	...	...	...
Edinburgh and Glasgow	...	...	...	...	62¾	...
Edin., Perth. & Dundee	...	...	...	...	34½	34½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	99 8¾ 9	...	98¾ 9½	...	99½ ¼
Gt. South & West. (Ire.)	104¼	104¼ ¾	105½	...	104½	104½ ¼
Great Western	65 4¾	64¼ ¼ ½	64¾ ¼	64¾ ¼	64¾ 5	64¾ 5¾
Lancashire & Yorkshire	...	100¾	...	100¾ ¾	100¾ ¾	100¾ ¾
Lon., Brighton, & S. Coast	...	112¾	112¾ 13	...	...	113¾
London & North Western	104¾	104¼	103½ ¾	103½ ¾	103¾ 4	104¼ ½
London and S. Western	101½ ¾	101½	101¼ ½	101¼	101½ ¾	101½ 3¾
Man., Shef., and Lincoln	45½ ¾	45 3¾	44 3¾	44½ ¾ 4	44½	44½ ¼
Midland	84½ 4	84 3¾	83¾	83¾ ¾ ¾	83¾	84¼ 3¾
Norfolk	62½	...	63 2½	62½ 3¾	63¼ 4	...
North British	43½ ¾	43½	43½ ½	43¾	43¾	43¾
North Eastern (Berwick)	92¾ 3½	93 2½	93 2½ ½	92½	92½ ¼	92½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	33	...	32½	33 2½	32½ 3	33¼ ¼
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	25½	...	...	...
Shropshire Union	...	...	...	...	...	...
South-Eastern	75¼	...	75½ ½	75¾ ½ 5	...	75½
South-Wales	...	88¾ 9	89 8½	...	...	88¼ 9½

London Gazettes.

Bankrupts.

TUESDAY, *June* 23, 1857.

BANNISTER, EDWARD, Maltster, Woodsetton, Sedgley, Staffordshire. July 3 and 23, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Bowen, Stafford; or E. & H. Wright, Birmingham. *Pet.* June 15.

BLECH, JOSEPH EDWARD, Merchant, Liverpool. July 13 and Aug. 10, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sol.* Blackburn, Leeds. *Pet.* June 13.

BROWN, WILLIAM HENRY, Steel-roller and Merchant, Sheffield. July 11 and Aug. 8, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Unwin, Sheffield. *Pet.* June 20.

HUGHES, ENOCH, & WILLIAM ADAMS, Ironfounders, Princes-end, Sedgley, Staffordshire. July 6 and 27, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Bolton & Sanders, Dudley; or Finlay Knight, Birmingham. *Pet.* June 19.

LINDOP, WILLIAM, Miller, New-rd., Talk-o'-th'-Hill, Staffordshire. July 8 and 29, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Cooper, Tunstall, Staffordshire; or Hodgson & Allen, Birmingham. *Pet.* June 18.

MORRIS, WILLIAM, Grocer, Liverpool. July 7 and Aug. 3, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Etty, Liverpool. *Pet.* June 18.

PALMER, WILLIAM, Lace Manufacturer, Wellingborough, Northamptonshire; carrying on business with John Pringle and John Thurman, Nottingham, Lace Manufacturers. June 30 and July 28, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* June 18.

PONSONBY, THOMAS THOMPSON, Carver and Gilder, 42 Piccadilly. July 7, at 11, and Aug. 3, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Ford & Lloyd, 5 Bloomsbury-sq. *Pet.* June 20.

SALTER, AUGUSTUS, Grocer, Swansea, Glamorganshire. July 6 and Aug. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Goolden, Bristol. *Pet.* June 13.

STRANGE, EDWARD, Draper, Swindon, Wilts. July 6 and Aug. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Heather, 17 Paternoster-row; or Bevan, Bristol. *Pet.* June 10.

FRIDAY, *June* 26, 1857.

ARCHER, GEORGE, Corn and Seed Merchant, Great Clacton, Colchester, Essex. July 8, at 11, and Aug. 6, at 12; Basinghall-st. *Com.* Follblanque. *Off. Ass.* Graham. *Sols.* Marten, Thomas, & Hollams, 31 Commercial Sale-rooms, Mincing-la. *Pet.* June 16.

AUDLEY, WILLIAM, Auctioneer, Newcastle-under-Lyne, Staffordshire. July 9 and 30, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Knight & Udall, Newcastle-under-Lyne; or Knight, Birmingham. *Pet.* June 19.

BARTON, JOHN (J. Barton & Co.), Silk Manufacturer, Spring-gdns, Manchester. July 10 and 31, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Cobbett & Wheeler, Cooper-st., Manchester. *Pet.* June 24.

COOK, JAMES, Boarding-house keeper, late of 78½ Queen-st., Cheapside, now of Peckham, Surrey. July 8, at 12, and Aug 3, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* June 24.

DOWNES, WILLIAM, Smith, 96 Gt. Dover-st., Newington, Surrey. July 9 and Aug. 7, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Summers, 22 Harp-la., City. *Pet.* June 25.

FLUX, WILLIAM HENRY, Grocer, Heston, Middlesex. July 3, at 12.30, and Aug. 7, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Richardson & Sadler, 28 Golden-sq *Pet.* June 23.

HAWKES, THOMAS, Glass Manufacturer, Dudley, Worcestershire; Merchant, Liverpool; Salt Manufacturer, Garston, Lancashire; and of Paddington, Middlesex; but now a prisoner in Queen's Prison, Surrey. July 2 & 30, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Lewis & Lewis, Ely-pl. Holborn. *Pet.* June 20.

HOLLICK, FREDERIC, Chemical Colour Manufacturer, 5 Flowers-ter., Campbell-rd., Bow, and of Mill-hill Works, Old Ford, Middlesex. July 9, & Aug. 7 at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Rogers, 70 Fenchurch-st. *Pet.* June 24.

LEAH, ISAACS (Picard & Co.), Cigar Dealer, 191 Piccadilly. July 14, at 11, & Aug. 3, at 11.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* J. & S. Solomon, 22 Finsbury-pl. *Pet.* June 24.

MARTIN, GEORGE HENRY, Tallow Chandler, 84 & 85 Cow Cross-st., St. Sepulchre, and 10 Cambridge-ter., Dalston. July 13, at 12.30, and Aug. 10, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Hine, Robinson, & Haycock, Charterhouse-sq. *Pet.* June 23.

MOON, CHARLES THOMAS, Bookseller, 12 Regent-st.; also at 3 and 7 Rupert-st., Haymarket, in copartnership with Thomas Danson Pruday, Coffee and Eating-house Keepers; also carrying on business at 61 Green-st., Grosvenor-sq., in copartnership with Marjory Moon, Child Bed Linen Warehousemen. July 8, at 1.30, and Aug. 5, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* June 25.

MOSS, MORRIS, Coach Broker, 22 and 23 Somer's-pl., New-rd, St. Pancras. July 13, and Aug. 10. at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Braham, 12 Furnival's-inn, Holborn. *Pet.* June 24.

ROWLINSON, RICHARD, Ship Owner, Liverpool. July 15 and Aug. 4, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Atkinson, Liverpool. *Pet.* June 25.

SELF, JOSEPH, Builder, 36 Stanhope-st., Clare Market. July 9, at 12.30, and Aug. 6, at 11.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Jones, 42 Southampton-bldgs., Holborn. *Pet.* June 10.

SINGER, DAVID ARTHUR, Tailor, 307 Oxford-st. July 13, at 2.30, and Aug. 10, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Bennett & Stark, 4 Furnival's-inn.

SMITH, GEORGE ARCHER, Brick and Tile Maker, late of Peterborough and Warrington, Northamptonshire, then of Bacup, Lancashire, afterwards of the Isle of Man, next of Manchester, and now of 12 Chapel-st., Bedford-row, Middlesex (out of business). July 10, at 12.30, and Aug. 6, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* June 22.

SMITH, RICHARD, Butcher, Salehurst, Hurst Green, and of Sedlescomb, near Battle, Sussex. July 3, at 11, and Aug. 7, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* June 22.

WALTON, GRANVILLE SCOTT, Factor and Ironmonger, Wolverhampton. July 9 and 30, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* E. & H. Wright, Birmingham. *Pet.* June 22.

MEETINGS.

TUESDAY, *June* 23, 1857.

BURNET, THOMAS, Glass Bottle Manufacturer, Blaydon, Durham. July 15, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

CAVENS, GEORGE, Jeweller, Carlisle. July 16, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton, Northumberland. July 17, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

DOIG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. July 16, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Second Div.*

GLADSTONE, MONTGOMERIE, & JOSEPH CREEVY BOND, General Brokers, Manchester. July 15, at 12; Manchester. *Com.* Jemmett. *Div.* joint est., and sep. est. of J. C. Bond.

HADFIELD, WILLIAM, late of Constantinople, afterwards of Old Hall, Old Hall-st., Liverpool, and now of Cockspur-st., Middlesex; in partnership with Matthew Slade Hooper, Merchants (William Hadfield & Co.). July 7, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from May 19) *Last Ex.*

HILL, JAMES BEECH, Glass and China Dealer, 254 Blackfriars-rd. July 6, at 1; Basinghall-st. *Com.* Goulburn. *Prf. Debt* claimed by Off. Man. of Royal British Bank.

NICHOLSON, JOHN, Surgeon, Walton-lodge, West Derby, Lancashire. July 16, at 11; Liverpool. *Com.* Stevenson. *Div.*

PETO, JOHN, & JOHN BRYAN, Army Contractors, 8 and 9 Dacre-st., Westminster; Liverpool; and Willow-walk, Bermondsey. July 16, at 11; Basinghall-st. *Com.* Fane. *Div.* sep. est. of each.

VERNON, JOHN, Iron Shipbuilder, Low Walker, Northumberland. July 17, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

WILKINSON, JOHN, Sittingbourne, Kent, in partnership with John Waldron as Railway Contractors; and at Burgess-hill, near Brighton, in partnership with William Ashdown as Brickmakers. July 16, at 12; Basinghall-st. *Com.* Evans. *Last Ex.*

FRIDAY, *June* 26, 1857.

ADAM, WILLIAM, Merchant, 34 Great Tower-st, and also at Lloyd's, Underwriter. July 17, at 12; Basinghall-st. *Com.* Fane. *Div.*

COGDON, THOMAS HENRY, Plumber, Sunderland. July 7, at 12; Royal-arcade, Newcastle-upon-Tyne, *Com.* Ellison. *Last Ex.*.

ELLIS, EDWARD FIRMIN, Stock Broker, Hendon, Middlesex, and Royal Exchange-bldngs. July 18, at 11; Basinghall-st. *Com.* Fane. *Div.*

GRAHAM, WALTER, Draper, Brookhouse-flds., Blackburn, Lancashire. July 21, at 12; Manchester. *Com.* Jemmett. *Div.*

HINDLE, THOMAS, RICHARD STUTTART, & HENRY WALMSLEY, Power-loom Cloth Manufacturers, Accrington, Lancashire. July 10, at 12; Manchester. *Com.* Skirrow. *Fur. Div.*

HORNER, THOMAS, House Decorator, 15 Hart-st., Bloomsbury. July 8, at 12.30; Basinghall-st. *Com.* Goulburn. *Div.*

LADD, JOHN, Contractor and Builder, Liverpool. July 17, at 11; Liverpool. *Com.* Stevenson. *Div.*

NOKES, JOSEPH, Glass-cutter, Lower Hospital-st., Birmingham. July 27, at 10; Birmingham. *Com.* Balguy. *Div.*

DIVIDENDS.

TUESDAY, *June* 23, 1857.

ABURROW, WILLIAM, Princes-sq., Finsbury. First, 20s. (sep. est.) *Edwards*, 1 Sambrook-ct., Basinghall-st.; June 24, and next three Wednesdays, 11 and 2.

BENNETT, WILLIAM, Cabinetmaker, Bristol. Div., 5s. 6d. (sep. est.) *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday before Aug. 5, or after Oct. 7, 12 and 2.

BOURNE, JOHN, & THOMAS ROWSON, Silk Manufacturers, Macclesfield. First, 1s. 9¼d. joint est.; and first, 20s. sep. est. J. Bourne. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 and 1.

COLLISON, HENRY WILLIAM, Provision Merchant, Bath. Div., 2s. 6d. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday before Aug. 5, or after Oct. 7, 12 and 2.

COOPER, JOSEPH, sen., JOSEPH COOPER, jun., & JOE COOPER, Cotton Spinners, Glossop. First, 5s. joint est. J. Cooper, jun., and Joe Cooper; First, 4s. 2¼d. sep. est. J. Cooper, jun. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 and 1.

COTCHING, JOHN, Farmer, Hail Weston, Huntingdonshire. First, 2s. 8d. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 and 3.

CROFTS, EDWARD, Hearth-rug Manufacturer, 3 West-pl., John's-row, St. Luke's. First, 7s. 6d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

DICKENSON, JOHN (Dickenson, Bros. & Co.), Merchant, Walsall, Staffordshire. First, 2s. 10d. *Whitmore*, 19 Upper Temple-st., Birmingham; next three Mondays, 11 and 3.

FRYER, WILLIAM, Wholesale Draper, Nottingham. Third, 9d. *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

GISCARD, URIAH, Cabinetmaker, 74 High-st., King's Lynn, Norfolk. First, 1s. 3d. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 and 3.

JAMES, THOMAS E., Wine Merchant, Cowbridge. Div. 2s. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday before Aug. 5, or after Oct. 7, 12 and 2.

JONES, WILLIAM BURROW, Confectioner, Bristol. Div. 1s. 3d. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday before Aug. 5, or after Oct. 7, 12 and 2.

KNOWLES, THOMAS, Chemist and Druggist, 61 Seymour-st., Euston-sq. Second, 3¾d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

MOORE, JAMES, Livery-stable-keeper, Manchester. First, 1s. 8½d. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 and 1.

PEACH, WILLIAM (Peach & Co.), Coal Merchant, Derby. First, 1s. 6d. *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

REES, ANN, Grocer, Llanelly. Div. 1s. 7d. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday before Aug. 5, or after Oct. 7, 12 and 2.

ROBERTS, EDMUND, Jeweller, Derby. Second, 5d. *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

TRAVIS, GEORGE, Flour-dealer, Oldham. First, 6s. 4d. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 and 1.

WIGG, HENRY, & BURTON SMITH, Commission Agents, Gresham-st. West. First, 13s. 0½d. sep. est. B. Smith. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 and 3.

WOOD, GEORGE, Wharfinger, Loughborough. First, 7s. 6d. *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 and 3.

FRIDAY, *June* 26, 1857.

BOYD, FRANCIS, Grocer, North Shields. First, 1s. 8d. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 3.

CALVERT, WILLIAM, & WILLIAM CALVERT, jun., Hardwaremen, Sunderland. First, 1s. 6d. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 3.

CLEARY, JOSEPH, Builder, Church-rd., De Beauvoir-sq., Middlesex. First, 5s. 2½d. *Cannan*, 18 Aldermanbury; any Monday, 11 and 3.

PRUDHOE, ROBERT, Grocer, Durham. First, 1s. 8d., in part of 2s. 5d. previously declared, on proofs since March last. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 and 3.

RUDDOCK, EDWARD HARRIS, & HENRY ELISON, Marble Masons, Bradford, Yorkshire. Third, 1s. 9d.; and First, Second, and Third, 8s. 5d. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday after June 30, 11 and 2.

STEVENS, JOHN DOVEY, Papermaker, Two Waters, Hemel Hempsted, Herts. Third, 4s. 3½d. *Cannan*, 18 Aldermanbury; any Monday, 11 and 3.

TAYLOR, ROBERT, Draper, Sunderland. First, 3s. 6d. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *June* 23, 1857.

BRYAN, JOHN, Electro-plater, 8 Dyer's-bldgs., Holborn. July 16, at 11; Basinghall-st.

BRYAN, ROBERT HOFF, Clock and Watch Maker, Lincoln. July 22, at 12; Kingston-upon-Hull.

CATT, JAMES, Hop Merchant, 69 High-st., Southwark; Loampit-hill, Lewisham; and 2 South-st., Greenwich. July 14, at 1; Basinghall-st.

JOBSON, JOHN, Stove, Grate, and Fender Manufacturer, Derby. July 28, at 10.30; Nottingham.

WOOD, JAMES, Cheese Factor, Shude-hill, Manchester. July 15, at 12; Manchester.

FRIDAY, *June* 26, 1857.

ATACK, SAMUEL, Builder, Leeds. July 17, at 11; Leeds.

EARLE, THOMAS, Railway Contractor, 44 Parliament-st., Westminster. July 20, at 1.30: Basinghall-st.

FIGG, JOHN, Boot and Shoemaker, Downing-st., Farnham, Surrey. July 17, at 2; Basinghall-st.

HUMPHREYS, GEORGE JOHN, Underwriter, Crown-ct, Old Broad-st. July 18, at 11.30; Basinghall-st.

LEAKE, WILLIAM, Cattle Dealer, Lane, in Holme, Almondbury, Yorkshire. Sept. 14, at 11; Leeds.

OWEN, JOHN, & WILLIAM HENRY BOON, Silversmiths, Birmingham. Aug. 20, at 10; Birmingham.

PEPPER, JOHN, & EDWIN ADDY HOLMES, Grocers, 13 Waingate, Sheffield. July 18, at 10; Sheffield.

SHAW, JOHN, & JOSEPH SHAW, Tailors, Sheffield. July 18, at 10; Sheffield.

STONES, JOSEPH, Grocer, Ormskirk and Southport, Lancashire. July 17, at 11; Liverpool.

TASKER, WILLIAM, & JOHN ANDUS, Potato Merchants, Selby, Yorkshire; also at Hampstead-rd., Middlesex (Tasker & Andus). July 17, at 11; Leeds.

WALTERS, HENRY, & BENJAMIN WALTERS, Druggists, Alfreton, Derbyshire. July 18, at 10; Sheffield.

WARD, THOMAS, Stock Manufacturer, 4 Bow Church-yd. July 20, at 11.30; Basinghall-st.

WICK, JOHN, Electro Plater, Sheffield. July 18, at 10; Sheffield.

WILLIS, FREDERICK THOMAS, Oil and Colourman, 171 White-cross-st. July 17, at 1; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *June* 23, 1857.

BISHOP, HENRY, Money Scrivener, Dursley, Gloucestershire. June 16, 2nd class; to be suspended for six months from June 16, with intermediate protection.

CALVERT, WILLIAM, & WILLIAM CALVERT, jun., Hardwaremen and Hosiers, Sunderland. June 19, 3rd class to W. Calvert; and 3rd class to W. Calvert, jun., subject to suspension until Dec. 19, 1857.

CHICHESTER, GEORGE AUGUSTUS HAMILTON, Commission Agent, 7 York-bldgs., Adelphi. July 17, 2nd class.

FOORD, JAMES, Licensed Victualler, Eagle Tavern, Charlton, Dover. June 17, 3rd class.

GILLAM, JOHN, & WILLIAM HENRY TAYLER, Licensed Victuallers and Co-partners, 14 Devereux-ct., Strand, 20 City-rd., and 15 Poultry. June 17, 2nd class to both.

HARVEY, JAMES STEEN, Grocer, Birmingham. June 18, 3rd class.

HAWKINS, HENRY JONATHAN, Licensed Victualler, late of 1 Midway-ter., Lower-rd., Rotherhithe, and now of 7 Midway-ter., Lower-rd., Rotherhithe, Dealer in Milk. June 15, 3rd class; to be suspended for three months from June 15.

KING, JOSEPH FRANCIS, Builder, 3 Belle Vue-vils., Seven Sisters-rd., Holloway. June 15, 3rd class; to be suspended for twelve months from Feb. 6, 1857.

MASCALL, JOSEPH, Grocer, Wolverhampton, Staffordshire. June 8, 3rd class; after a suspension of twelve months.

MUNDY, HENRY, Ironmonger, Gloucester. June 19, 2nd class.

OLDFIELD, ALEXANDER, Bookbinder, 17 Devonshire-st., Queen-sq., Bloomsbury. June 17, 3rd class.

RICHARDS, JOHN, Draper, Aberystwith, Cardigan. June 19, 2nd class.

ROBERTS, JOHN JONES, Metal Broker, Liverpool. June 17, 2nd class.

WILLIAMS, JOSEPH, Tailor, 4 Rochester-ter., Vauxhall-bridge-rd. June 17, 2nd class.

FRIDAY, *June* 26, 1857.

DILLON, THOMAS, Boot and Shoe Maker, Halifax. June 22, 3rd class

LEVY, NATHANIEL (Nathaniel Levy Nathan), Butcher, 13 Church-la., Whitechapel. June 19, 3rd class.

M'LARTY, DONALD, JOHN M'KEAN, & ROBERT LAMONT (M'Larty & Co.), Merchants, Liverpool. June 18, 2nd class to each.

NICHOLS, HILLYARD, Corn Merchant, Bedford. June 19, 2nd class.

TOWSE, JOHN BECKWITH, Shipowner, Lawrence Pountney-la.; and Attorney-at-Law, residing at The Avenue, Streatham. June 18, 1st class.

Professional Partnership Dissolved.

FRIDAY, *June* 26, 1857.

PALMER, EDWARD FIELDING, & CHARLES PALMER, Attorneys and Solicitors, Coleshill, Warwickshire; by mutual consent. The business will in future be carried on by C. Palmer. March 25.

Assignments for Benefit of Creditors.

TUESDAY, *June* 23, 1857.

BLAKELY, EDWARD, Draper, Queen's-st., Norwich. May 25. *Trustees*, C. Candy, Merchant, Watling-st.; J. Howell, Warehouseman, St. Paul's-churchyard. *Sol.* Mardon, Christchurch-chambers, 99 Newgate-st.

BRYANT, WILLIAM EDWARDS, Journeyman Coachmaker and Lodging-house-keeper, June 15. *Trustees*, B. Breeds, Auctioneer, Hastings; J. Reeves, Ironmonger, Hastings. *Sols.* E. & H. Martin, 16 Wellington-sq., Hastings.

CORDER, EBENEZER PORTER, Chemist and Druggist, Hadleigh, Suffolk. May 27. *Trustees*, W. G. B. Gunton, Wholesale Druggist, New Weston-st., Southwark; H. Clayden, Auctioneer, Hadleigh. *Sols.* Newman & Harper, Hadleigh.

DYKE, THOMAS, Saddler, Castle Cary, Somerset. June 17. *Trustee*, W. Francis, Glazier, Wincanton. *Sol.* Jellard, Wincanton.

EDGAR, JOHN, Draper, Tiverton, Devon. June 10. *Trustees*, G. Tucker, Draper, Exeter; J. Pasmore, Draper, Exeter. *Sol.* Jones, Exeter.

GORDON, ALICE, Widow, Sunderland. June 10. *Trustee*, R. French, Shipowner, Sunderland. *Sol.* Kidson, 66 John-st., Sunderland.

HAGUE, DANIEL, Draper, Wrexham, Denbighshire. May 26. *Trustees*, H. Ledgard Warehouseman, Wood-st.; R. Milburn, Warehouseman, Newgate-st.; E. Griffith, Auctioneer, Wrexham, Denbighshire. *Sol.* Gammon, 9 Cloak-la.

LYELL, ROBERT DACE, Victualler, Black Horse Inn, Gomahall, Shere, Surrey. June 16. *Trustees*, E. Reffell, Widow, Gomshall; J. T. Maybank, Spirit Merchant, Dorking. *Sol.* Capron, Guildford.

PEACOCK, DENNIS, and THOMAS ROBINSON PEACOCK (Peacock & Son), Timber Merchants, Kingston-upon-Hull. May 25. *Trustees*, J. C. M. Harrison & W. Ward, Merchants, Kingston-upon-Hull. *Sols.* Lightfoot, Earnshaw, & Frankish, Kingston-upon-Hull.

SAW, JOHN, Grocer, Elizabeth-pl., Balls-pond-rd., Middlesex. June 8. *Trustees*, R. Jones, Grocer, 16 Wellington-st., Southwark; G. Wood, Cheesemonger, Union-st., Bishopsgate. *Sol.* Sturmy, 8 Wellington-st., Southwark.

STREET, JOHN, Grocer and Corn Dealer, Hyde, Cheshire. June 8. *Trustees*, P. Roylance, Butter Merchant, Manchester; H. Games, Commercial Traveller, Manchester; J. Bennett, Agent, Manchester. *Sols.* Brooks & Marshall, 99 Stamford-st., Ashton-under-Lyne.

TROAKE, HENRY, Wholesale Druggist, Liverpool. June 17. *Trustee*, R. M. Griffiths, Banker, Bangor, Carnarvonshire. *Sol.* Conway, 25, Cable-st., Liverpool.

WRIGHT, JOSEPH, jun., Cotton Spinner, Caton, near Lancaster, and Burton-in-Lonsdale, Lancashire. May 28. *Trustees*, W. Lockett, Cashier, Manchester; J. Buckley, Waste Dealer, Manchester. *Sols.* Atkinsons, Saunders, & Last, 3 Norfolk-st., Manchester.

FRIDAY, *June* 26, 1857.

BARRINGER, JOHN, Engineer, York-st., York-rd., Lambeth. June 8. *Trustee*, M. A. Bowen, Brass Founder, Dorrington-st., Clerkenwell. *Sol.* Preston, 40 Broad-st.-bldgs

DASHWOOD, JARRETT BACON (Dashwood Brothers), Printer, 1 Scott's-yd., Bush-la., Cannon-st. June 3. *Trustees*, W. C. Pearse, Printer, 2 Queen-st., Cheapside; J. Eagleton, Tailor, 1 A Castle-ct., Birchin-la. *Sol.* Scott, 36, Ludgate-st.

FOWLER, WILLIAM, Brewer, Griffin Brewery, Landport-rd., Portsea. June 17. *Trustee*, J. B. Scott, Brewer, Hammersmith, Middlesex. *Sols.* Greville & Tucker, 28 St. Swithin's-la.

GILL, GEORGE, Grocer, Kettering, Northamptonshire. June 17. *Trustees*, A. Keep, Manufacturer, Stourbridge, Worcestershire; J. Robinson, Farmer, J. Goosey, Draper, both of Kettering. *Sol.* Garrard, Kettering.

GREEN, ROBERT EDWARD, Draper, Newark. Notts. June 18. *Trustees*, J. Groves, Draper, Stamford; J. Bradbury, Draper, Aldermanbury. *Sol.* Atter, Stamford.

KIMBERLEY, HENRY, Innkeeper, Castle Howard, Yorkshire. June 12. *Trustees*, J. Henderson, Gent., Castle Howard; B. Hind, Gent., New Malton, Yorkshire. *Sol.* Jackson, New Malton.

OWBRIDGE, JAMES, Miller, Kingston-upon-Hull. May 27. *Trustees*, J. Malcolm, Merchant; J. Empson, Cornfactor, both of Kingston-upon-Hull. *Sols.* Holden & Sons, 2 Parliament-st., Kingston-upon-Hull.

POWNALL, JOHN, Licensed Victualler, Derby. June 22. *Trustee*, J. Stubbs, Licensed Victualler, Nottingham. *Sols.* Bowley & Ashwell, Middle-pavement, Nottingham.

TUCKER, GEORGE, Paper Stainer, Plymouth. June 9. *Trustees*, J. M. Lyne, Accountant, Plymouth; S. W. Ridley, Floor Cloth Manufacturer, 46 and 47 Newgate-st., London. Indenture lies at office of Holmden & Conway, Accountants, Bedford Chambers, Plymouth.

TURNER, ROBERT CHURCHILL, Gentleman, Pimlico, Middlesex. June 9. *Trustees*, T. Atherton, Timber Merchant, Crooked-la.; G. T. Hart (Hart Brothers), Accountants, Basinghall-st. *Sols.* Hodgkinson & Frend, 17 Little Tower-st.

WILSON, GEORGE, Watchmaker, Penrith, Cumberland. June 13. *Trustees*, G. Wood, Factor, Birmingham; J. S. Roberts, Factor, Birmingham; J. Walker, Gent., Brounedge, Preston, Lancashire. *Sol.* Reece, Birmingham.

Creditors under Estates in Chancery.

TUESDAY, *June* 23, 1857

BEEDLE, ANN (who died in April, 1855), Widow, China and Glass Dealer, Sloane-st., Knightsbridge. Creditors to come in and prove their debts on or before Aug. 1, at V. C. Kindersley's Chambers.

CAMBRIDGE, WILLIAM (who died in Oct. 1856), Farmer, South Runcton, Norfolk. Creditors to come in and prove their claims on or before July 14, at Master of the Rolls' Chambers.

HARRIES, JOHN (who died in Dec. 1841), Gent., Fishguard, Pembroke. Incumbrancers, and also the creditors of ELIZABETH HARRIES, Widow (who died on June 27, 1842), to come in and prove their debts or claims on or before July 14, at V. C. Stuart's Chambers.

JAMISON, JOHN (who died in Feb. 1853), Butcher, Gateshead, Durham. Creditors to come in and prove their debts on or before July 10, at V. C. Kindersley's Chambers.

MORLEY, JOSIAS READSHAW (who died in Feb. 1827), Esq., Marrick Park, Yorkshire. Creditors to come in and prove their debts on or before July 17, at V. C. Wood's Chambers.

SEBRIGHT, JAMES WALTER (who died in March or April, 1857), 15 Mildmay Park, Stoke Newington, Middlesex. Creditors to come in and prove their debts on or before July 14, at Master of the Rolls' Chambers.

THOMAS, HARRIOT ELIZA (who died in Sept. 1856), Widow, Tunbridge Wells, Kent. Creditors to come in and prove their debts on or before July 14, at Master of the Rolls' Chambers.

TYAS, RICHARD (who died in Dec. 1852), Esq., formerly of Doncaster, and late of Bedford-pl., Middlesex. Creditors to come in and prove their debts on or before July 27, at V. C. Stuart's Chambers.

WILLIAMS, CHARLES (who died in March, 1851), Lieut. 53rd Foot, Meadfoot-vil., Torquay, Devon. Creditors to come in and prove their debts on or before July 20, at Master of the Rolls' Chambers.

FRIDAY, *June* 26, 1857.

HUNT, WILLIAM (who died in July, 1856), baker, Havant-st., Portsea. Creditors to come in and prove their debts on or before July 15, at V. C. Wood's Chambers.

WRIGHT, CHARLES (who died in Aug. 1853), Licensed Victualler, late of the Sir Isaac Newton Public-house, Nassau-st., Middlesex Hospital. Creditors to come in and prove their debts on or before June 26, at Master of the Rolls Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *June* 23, 1857.

BOSWORTHON MINING COMPANY.—The creditors of this Company are to come in and prove their debts on or before July 6, at the Master of the Rolls' Chambers.

COSMOPOLITAN LIFE ASSURANCE COMPANY.—The Master of the Rolls peremptorily orders a call of one pound per share on all the contributories; and that each contributory on July 1, at 12, pay to Mr. William Henry M'Creight, the Official Manager, 3 South-sq., Gray's-inn, the balance, if any, which shall be due from him after debiting his account in the Company's books with such call.

TREVENA MINING COMPANY.—The Master of the Rolls has appointed Robert Palmer Harding, 5 Serle-st., Lincoln's-inn, to be the Official Manager.—*June* 4.

WHEAL HELEN MINING COMPANY.—The Master of the Rolls has appointed Robert Palmer Harding, 5 Serle-st., Lincoln's-inn, to be the Official Manager.—*June* 4.

FRIDAY, *June* 26, 1857.

BASTENNE ASPHALTE OR BITUMEN COMPANY, heretofore called the BASTENNE AND GAUJAC BITUMEN COMPANY.—Master Humphry, on July 2, at 12, at his chambers, will make a call on all the contributories of this Company of £70 per share.

Scotch Sequestrations.

TUESDAY, *June* 23, 1856.

HAIGH, CHARLES HENRY, Manufacturing Chemist, Glasgow. June 26, at 2, Carrick's Royal Hotel, George-sq., Glasgow. *Seq.* June 17.

SMETHURST, HENRY, Hat Manufacturer, Glasgow. June 30, at 1, Glasgow Stock-exchange, National Bank-bldgs., Glasgow. *Seq.* June 18.

SWAN, DAVID (James Swan), Confectioner, 50 Cowcaddens-st., Glasgow, and residing at 99 Dundas-st., Glasgow. June 29, at 12, Graham's London Temperance Hotel, Maxwell-st., Glasgow. *Seq.* June 18.

FRIDAY, *June* 26, 1857.

M'DONALD, GEORGE, Dyer, Cupar-Fife. July 6, at 12, Buist's Royal Hotel, Cupar-Fife. *Seq.* June 24.

MACPHERSON, ALEXANDER, & JOHN MACPHERSON, Lithographers, Edinburgh. July 1, at 1, Dowell's and Lyon's Rooms, 18 George-st., Edinburgh. *Seq.* June 22.

MILLER, ROBERT, Miller and Grain-dealer, Dalvreck, Crieff. July 7, at 12, Drummond Arms Hotel, Crieff. *Seq.* June 24.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, JULY 4, 1857.

DELAYS IN CHANCERY.

It is now nearly five years since the Court of Chancery was reformed. In some respects, the measures introduced on the suggestions of the Commission have been productive of immense advantage to the suitors of the Court, however harshly they may have interfered with the profits of the profession. The great source of delay and expense in equity proceedings was the complicated and dilatory procedure of the Masters' offices, and it was thought that this would have been entirely removed by transferring the judicial part of the Masters' duties to the judges themselves, and committing the administrative work to chief clerks, who were intended to act under the immediate eye of the Vice-Chancellors. The abolition of the old complex method of taking depositions, and the opportunities afforded for receiving the evidence of witnesses *viva voce*, were designed at once to improve the quality, and to diminish the cost, of testimony in Chancery suits. A multitude of formal and unnecessary proceedings were abolished, and the profits of solicitors were so severely cut down by the improvements in the practice, that there is no court in which so much *bonâ fide* work is done for so small a remuneration as in that which was once regarded as the practitioner's gold mine. We are very far from complaining that needless occasions of expense to the suitor, and profit to his advisers, have been swept away; and we have always thought, and still think, that, with a fair scale of fees for services actually performed, solicitors would be compensated by the increase in the amount of business, which must result from the effectual improvement in the procedure of the Court. As yet these expectations have not been realised, and both the suitors and the profession have a right to complain that they have not obtained the full benefit of the reforms to which the Court has been subjected.

Several circumstances have gone far to neutralise the advantages of the Acts of 1852. It has been found impossible, with the present staff of judges, to carry out in its integrity the theory on which the practice in the judges' chambers was based. The ablest Vice-Chancellor cannot be in two places at once; and the scraps of time which can be spared from court for the superintendence of the chamber practice are altogether insufficient. The chief clerks are gradually becoming just what the Masters used to be. The same delay and uncertainty, though considerably mitigated in amount, still arise, from the same causes which, in old times, exposed the Court of Chancery to a measure of odium from which it has not yet entirely freed itself. The evil is certain to increase as the business of the Court grows; and there is little chance of the highest tribunal of the country becoming, as it ought to be, the best regulated and the least dilatory, until the Bench is sufficiently strengthened to enable it really to perform the additional duties cast upon it by the recent statutes. The requisite alterations would involve no inconvenience to either branch of the profession, and the objection to any increase of the charges for judicial salaries is plainly untenable, when it is considered, that, for every £1,000 so expended, ten times the amount would be saved to the suitors who resort to the Court. Probably it would be found that a judge might advantageously devote half his time to the consideration of matters which, from sheer press of business, he is now reluctantly compelled to delegate to his chief clerk—an officer who was never intended to exercise judicial functions in any but the simplest cases. Adjourned summonses and motions to vary certificates would be greatly diminished in number, and a considerable saving of time and expense effected, if all matters involving any difficulty, whether of fact or law, could be regularly argued and decided in the first instance before the judge personally in Chambers. The chief clerks would then be so far relieved as to be able to perform, with the greatest expedition, the less intricate part of the judicial and nearly the whole of the purely administrative work, which, under such an arrangement, would be left in their hands.

To effect this reform—which is, in fact, the necessary corollary of the Statutes of 1852—it would be desirable to add another judge to the courts of the Master of the Rolls, and each of the Vice-Chancellors, so that each court would always have one judge sitting on the Bench, and another occupied in chamber business. This arrangement would not, in the smallest degree, affect the business of the leaders practising in the several courts, each of whom would then be attached to the courts of two Vice-Chancellors, sitting on alternate days, instead of one, as at present. Of course it would not be desirable that the same cause should come sometimes before one judge and sometimes before another, but each should have a distinct paper, the only connection between them being, that they would sit alternately on the same bench, and be attended by the same bar. We have not heard the shadow of a reason suggested against this reform, which is imperatively required for the sake not only of the profession, but of the public at large.

Concurrently with such a modification of the practice in Chambers, it is most important that the subordinate offices of the court should be made much more efficient and rapid in their action than they are under the existing regulations. It is monstrous that the payment of debts and legacies should be delayed, as is often the case, for many months, because the taxing-masters have not time to settle the costs of the various parties, or that the simple process of drawing up a decree, or of effecting a sale or transfer at the Accountant-General's Office, should be obstructed by the rigid adherence to vexatious and unnecessary regulations. We do not desire that any functionary should be overworked or deprived of his fair share of relaxation; but it is quite beyond endurance that the Accountant-General's system of transacting business should be as dilatory now as in the distant time when it was a four days' post to Manchester. What would be thought if the Bank of England insisted on the same formalities, and interposed the same delays, as have been practised from a venerable antiquity by the Bank of the Court of Chancery?

The adoption of the improvements to which we have referred would facilitate another change, which must sooner or later be made. The present mode of taking oral evidence is most unsatisfactory. The delay is excessive, and it is almost always impossible to obtain appointments with the examiners for consecutive days, so as to bring to an early close the evidence in a heavy case. Besides this, the narrative of the examiner does not and cannot convey to the Court the true effect of the testimony given. A shuffling witness may prevaricate as he pleases, and his story is sure to come out at last in a more consistent and plausible shape, and to com-

mand much more consideration from the Court than it would do if all the fencings and contradictions had been heard by the judge who decides the cause. But if the number of Vice-Chancellors were made adequate to the requirements of business, they might, without difficulty, and with great advantage to the interests of justice, take the depositions of witnesses themselves, instead of delegating this important function to independent officers. If these modifications of the present practice were introduced, we should have a Court capable of giving effectual and speedy relief at far less cost than is now incurred. Even popular writers might then cease from their perpetual exaggerations of the defects of the Chancellor's Court, and we should no longer hear the Attorney-General amusing the House of Commons by sneering at the redress afforded by the Court in which he practises as a mere mockery of relief. We are glad to learn that the Incorporated Law Society has been engaged in discussing the points which we have noticed, and that its influence is likely to be used in pressing the necessary reforms on the attention of the Chancellor. The experience of the last five years has settled down into an almost unanimous conviction on the part of all Chancery practitioners in favour of some such steps as we have been advocating, and we trust that Lord Cranworth will not be slow to put the finishing stroke to the improvement of his Court, and to make it in all respects worthy of its high pretensions.

LADY PLAINTIFFS.

Every morning brings from Edinburgh an account of the trial of Miss Madeleine Smith, for the murder of her lover. Whether guilty or not, that young lady is prudent enough to neglect no arts by which female charms can appeal to the susceptibilities of a jury. The reporter has always some enthusiastic remarks to bestow on her dress and demeanour. We learn one day that she is becomingly attired in silks and satins, and even that she has a bonnet of the newest fashion. On another day we read of her "airy bearing," and of the sweet smile of confidence with which she fronts inquiry, except when her love letters are read, and then she hangs down her head in becoming bashfulness. Miss Smith is on trial for her life, and it would, therefore, be wise in her to have recourse to every means of safety, however slight might be the probability of its availing her. But she has some reason to suppose that her being a lady, and a young and pretty lady, may be of service to her. There is a fashion just now of petting ladies in courts of justice. The administrators of the law have taken it into their heads to be chivalric; and if they can do a lady a good turn, they make haste to do it. This modern chivalry, like its ancient prototype, certainly gratifies its inclinations at the expense of some poor unthought-of wretches. If a lady plaintiff is favoured, a gentleman defendant is prejudiced: but what is a stupid, common-place heir-at-law, or trustee, or attorney, in comparison with an interesting female?

Of this chivalry of juries a striking instance was afforded in a case which we reported last week. In *Carr* v. *Chapple* there was a lady who had suffered the misfortune of losing a sum of money, settled on her at her marriage. She had taken this money out of the funds, and bought some houses with it, which were mere shells, and almost entirely valueless. The vendor sold them to her at a profit to himself of 500 per cent.; and when she found that tenants were not easily to be induced to live in the mere carcases of a row of houses, and that she got no rents, she wished to be off her bargain, and to recover what she had paid to the speculator. She brought an action against him, and the cause was set down for trial. Before it came on, the defendant proposed a compromise, offering to pay two-thirds of what she asked. The lady's attorney consulted the counsel retained on her behalf, and, acting under their advice, and having, as a witness swore, obtained the consent of the lady and her husband, and of her trustees, he accepted the offer. The defendant did not, however, pay what he had agreed, and the lady could not get her money. There was still one chance left. She might get it out of her own attorney. She accordingly brought an action against him for negligence in having entered into an imprudent compromise. It was not very obvious how he was to blame. Two-thirds of the sum demanded is something to get, in order to avoid the uncertainties of a trial; he had acted under the advice of counsel; he had even, as it was sworn, obtained the consent of the persons interested. But then, on the other hand, the plaintiff was a lady, and the defendant was an attorney. Juries love ladies and hate attorneys. It seemed so hard that a poor trusting lady should lose the little sum secured to make her comfortable in marriage. And what could be simpler than to compel one of those horrible attorneys to make good her loss. The jury felt as barons felt in the middle ages who used to rob a Jew, in order to endow a monastery. It was not just, but it was prompted by a noble feeling. Chivalry triumphed over the niceties of legal rights; and the jury gave a verdict for the plaintiff, with £200 damages. Henceforth, no Englishwoman in distress need fear to set her cap at a jury of her countrymen.

The degree in which juries suffer themselves to be led away by their feelings is certainly a great drawback to the advantages we may be supposed to derive from their intervention in civil cases. In criminal cases we must candidly say, that juries seldom suffer themselves to be swayed by anything but a wish to do justice. When death or the sufferings of a long imprisonment are to be the result of their verdict, they try to fix their whole attention on the evidence submitted to them. But in civil cases, the verdict does but give a little more money to the one side, and a little less to the other; and jurors permit themselves, therefore, to indulge in the luxury of prejudices and prepossessions. Sometimes, perhaps, they are influenced by motives even less commendable than a tenderness for "lady plaintiffs." The case of *Elkins* v. *Murphy*, tried this week before Lord Campbell, suggests that hunger may occasionally play its part in affecting their decision. The jury could not agree, and, after a long and ineffectual waiting, they returned into court petitioning to be discharged, as they were getting faint from want of food. Lord Campbell could only refer them to the parties to the action; and the defendant was willing they should be discharged, but the plaintiff was obstinate, and the most that could be extorted from him was, that they might have a little refreshment, but no stimulants or tobacco. Towards midnight they arrived at a conclusion, and it was favourable to the defendant—favourable, that is, to the man that would have let them go to their homes at a decent hour—adverse to the man who insisted on their staying, and who cut them off from their grog and their pipe. It is possible that they were actuated by considerations of the purest justice; but it must be acknowledged they were under a strong temptation to satisfy their vengeance and display their gratitude. The time is coming, or is perhaps come, when, if juries are to be retained at all in civil cases, they must be treated in a different way. They require at once to be better treated and worse; they must be made physically comfortable, and at the same time restrained when they are inclined to gratify their sentimentalism. If they are fit to decide at all, they must be allowed to decide conveniently and leisurely, not be tortured into unanimity by the pangs of starvation. On the other hand, the sooner chivalry retires from the jury-box into historical novels the better. In a romance it is all very well that the villain

should be crushed at the entreaty of a heroine with airy manners and a lace bonnet; but in real life it is too bad that an attorney, who does his best for a client, should be mulcted at the demand of a "lady plaintiff."

Legal News.

The past week has been unusually prolific in debates of professional interest in the House of Commons. The Testamentary Jurisdiction Bill has been very fully discussed upon the second reading, and a general concurrence of opinion appeared in favour of the measure, subject to attempts at modification in committee. The Attorney-General and Mr. Henley both take a hopeful view of the proctorial future, arguing that the loss by sending estates under £1500 to the county courts will be balanced by the gain to metropolitan practitioners from the abolition of provincial jurisdictions. Whatever estimate may be formed of the effect upon proctorial emoluments of thus devolving business upon the county courts, it is not easy to see how any case can be made for compensation. There can be no doubt that there is great need of a cheap local tribunal, which shall authenticate wills, and grant administration of small properties. This demand is quite as well founded as that which led to the original establishment of the county courts. By that measure many attornies saw their business seriously diminished, but no one dreamed that compensation was due to them. Now it would be difficult to show that the case of the proctors at this moment stands on a different footing, so far as regards the county courts, from that of the attornies some years ago.

It was assumed by some speakers in the debate on Friday week that the proctorial monopoly, as now limited and adjusted, is to continue for all time. We are aware that the Lord Chancellor, the Attorney General, and other speakers have lately urged the necessity that exists for maintaining a select body of practitioners, well known to and largely trusted by the court, to assure the due compliance with all statutory and other rules as to granting probate. But the force of these arguments is a good deal weakened by the consideration that some of those who now adopt them were very lately of an opposite opinion. We think, too, that the confidence ordinarily reposed in a solicitor is as great as that subsisting between the judge and the proctors of the Prerogative Court, and we would venture to hope that the average faculties of the profession might be found adequate to comprehend the mystery of proving a will in common form. We do not, in fact, believe that anybody is imposed upon by these arguments; but it is exceedingly difficult to support a compromise, such as is attempted by this Bill, by any reasoning that will stand a close examination. But, admitting that such an arrangement as now proposed is the best practicable at the present moment, we do not by any means see the necessity of proclaiming its absolute finality. Nor, indeed, do the authors of the measure appear to have themselves contemplated any such restraint upon the discretion of posterity. The Bill, when before the House of Lords, provided that "the admission of persons to be proctors of the court should be in the discretion of the judge;" from which enactment it would by no means follow that the present strict limitations upon admission must always be maintained inviolate. On the whole, it would appear that the measure now before Parliament goes as far as is convenient at the present day; and, after the lapse of some years, it may be found both just and expedient to complete the work now left confessedly unfinished.

The Fraudulent Trustees Bill has been subjected to a discussion in committee which deserves attention, as illustrating the probable operation of important clauses that are likely to become law.

We have also had, during the week, a debate provoked by Mr. Locke King, upon the services, past and prospective, of the Statute Law Commission. Having recently expressed an opinion that a good deal of talk and no inconsiderable amount of public money has been expended by this Board with a very disproportionate result, we could have wished to present our readers with an abstract of Sir Fitzroy Kelly's apology for himself and brother Commissioners. The eloquent and experienced advocate, with an engaging candour strongly indicative of a bad case, begins his full and unreserved statement from the time of Queen Elizabeth. Of course, we understand at once the policy of plunging the House of Commons into an investigation of the shortcomings of Lord Keeper Bacon in the matter of the consolidation of the Statute Law. "This great work, which for 250 years had baffled and defeated the efforts of the most eminent jurists and statesmen which this country has produced, is now, upon one single uniform and comprehensive plan *actually begun!*" Having made this astounding declaration, Sir Fitzroy Kelly skilfully led away the House to contemplate the Consolidated Statute book as "a short, comprehensive, and intelligible work" in four volumes or thereabouts, intending, no doubt, to convey to his hearers the impression that the much-abused Commission was actively contributing towards this result. We can only say that we should be very glad to receive any reliable assurance that the labours of the Commission would bear such fruit as this, even at a distant day. But we cannot pretend that our faith in ambitious programmes, and in commissions composed of men too busy or too great to work on them, is in any degree strengthened by the ingenious oratory of Sir Fitzroy Kelly.

THE UNITED LAW CLERKS' SOCIETY.—The 25th anniversary festival of this society was held on Friday evening, at the Freemasons' Tavern, Great Queen-street. The Right Hon. Sir A. J. E. Cockburn, Lord Chief Justice of the Common Pleas, presided, and was supported by Mr. Roundell Palmer, Q.C., Mr. J. Locke, Q.C., M.P., Mr. Montagu Smith, Q.C., Messrs. G. Calthorp, J. Stuart, J. Malcom, H. Holl, T. Southgate, T. Bayes, J. Lee, W. Purvis ,W. Nettleship, and many other members of the legal profession. The members of the society present were not less in number than 360, and the galleries were graced by the presence of a great many ladies. After partaking of a dinner provided in a very superior style by Messrs. Elkington and Shrewsbury, the chairman proposed the usual loyal toasts, which were drunk with enthusiasm. The annual report of the society was then read by the secretary, Mr. H. G. Rogers. The society was established in 1832, to enable the law clerks of the metropolis to make some provision for themselves and families in sickness, old age, or other infirmity, and on death. A mutual association was afterwards formed to afford assistance in temporary distress. All law clerks, whether members or not, were allowed to participate in the benefit of this fund. The two funds were kept distinct. Among the benefits are a weekly allowance of £1 in sickness; pensions payable weekly, from 10*s.* to 14*s.*; a payment on a member's death of £50; and on the death of a member's wife a payment of £25. Last year 18 persons received relief; this year 29 have been relieved, and the amount paid to these 29 members was 247*l.* 14*s.* The total amount received by members on account of illness has been 3,735*l.* 5*s.* 10*d.* There are seven members in receipt of the weekly allowance. One who had been in receipt of it had since died. He contributed to the society's funds 40*l.* 6*s.*, in return for which was received, on the death of his wife, £25; in illness, 81*l.* 18*s.*; on superannuation, 120*l.* 7*s.*; in all 267*l.* 11*s.*; and on his death, a further sum of £50 was paid to his family. In the preceding year the number of deaths of members was four; in the year just past nine. To the family of each £50 had been paid, making a total payment on account of death alone of 5,632*l* 14*s.* 6*d.* The contributions have amounted this year to 1,463*l.* 8*s.*, besides a donation of 30 guineas from the Hon. Society of the Middle Temple. On the 7th of April, 1856, the investments amounted to 19,399*l.* 8*s.* 1*d.*, since which 2,598*l.* 11*s.* had been received. The investments on the 20th May, 1856, amounted to 19,728*l.* 8*s.* 5*d.* On the 20th of May, 1857, they were 21,032*l.* 16*s.* 11*d.* The relief afforded out of the casual fund consisted

of small gifts not exceeding £5, not restricted to members, but granted to all law clerks and their widows, and to the children of deceased members; but the applicants must be deserving persons, suffering from temporary distress not the result of their own misconduct. The Chairman, in proposing prosperity to the society, expressed his great satisfaction at the report which had just been read. The object of the society was to enable a laborious and meritorious class of men to make provision against the hour of infirmity, sickness, and need for themselves and their families—a class of men but for whom the laborious administration of the law—nay, he might add, the business of society, could hardly go on, and yet men whom, in spite of their exertions, the casualities and chances of life often placed in a position of necessity, which called for the assistance of such a society as that which they were then met to support. The "Health of the Lord Chancellor and the other patrons of the Society" was then proposed by Mr. Roundell Palmer; after which Mr. M. Smith proposed the "Health of the Chairman" in terms of high eulogy, which were enthusiastically cheered by the company. The Lord Chief Justice acknowledged the compliment in terms of great warmth and earnestness, declaring that he knew of no assembly of men the tribute of whose regard he would more gladly accept or more deeply value.—*Times.*

ELKINS *v.* MURPHY.—A HUNGRY JURY.—In this action, which was against a house agent, to recover damages for misrepresenting that he had authority to sell a house, the jury, who were not able to agree in the box upon their verdict, retired to their room to deliberate, and remained there from half-past one o'clock until about five, when Lord *Campbell*, being about to retire from the bench, directed them to be brought into court.—When they had taken their seats in the box, Lord *Campbell* asked them if they had agreed to their verdict.—The Foreman said they had not, and there was no possible chance that they would agree. He had expended all his strength in arguing the matter over, and endeavouring to make the jury unanimous, but all in vain, and he was now completely exhausted, having had nothing to eat since the previous evening. He lived at Hampstead, and in order to be early in attendance at the court had left that morning without his breakfast. He therefore hoped his Lordship would discharge them.—Lord *Campbell* said he had no power to do so. They must be locked up again, and he had no doubt if they reasoned over the matter again they would be able to agree.—The Foreman: It is quite impossible, my lord. Two jurymen differ from all the rest, and I have made myself quite ill by expostulating with them, but all in vain; and I am really physically incapable of giving any more attention to the case. We are not permitted to have the slightest refreshment, and my health will be much endangered if I am confined any longer.—Another Juryman: My lord, I feel very ill, having suffered all night from diarrhœa.—Lord *Campbell:* I am very sorry for your sufferings, but I cannot assist you. I would alter the law if I could, but I am bound to administer it as I find it. I must therefore ask you to retire again.—A third Juror: I am sure, my lord, we shall never be unanimous. For myself, I feel I cannot give a verdict against my conscience and my oath.—The refractory Jurors: Nor can we. (Laughter).—Lord *Campbell:* Of course, gentlemen, you would not trifle with your oaths.—The Foreman, resuming his seat in an apparently exhausted state, here exclaimed: My lord, I really must refuse to be shut up again in my present condition.—A Juror: Will your lordship allow us to have something to eat, as we are all very hungry, and then we will see what we can do? (Laughter).—Lord *Campbell* shook his head, and said that if there was no objection by the parties on both sides, he would discharge the jury.—Mr. *H. Hill*, the counsel for the defendant, said he had no objection to that course.—The plaintiff, who is an attorney, said that under the circumstances he could not consent to the jury being discharged, but he had no objection to their being supplied with refreshments.—Lord *Campbell:* I suppose there can be no objection to their having moderate refreshments.—Mr. H. *Hill:* As far as I am concerned, not the slightest.—One of the officers of the court here informed his lordship that when he went to their room, he found several of them smoking (Laughter).—The jury were then again locked up, but on the understanding that they were to have moderate refreshments, but no smoking or stimulants. About 11 o'clock they intimated to the officer that they had agreed to their verdict. They were accordingly taken down to the court, and the foreman stated that they found a verdict for the defendant. It was understood that the ten jurors in favour of the plaintiff yielded to the two in favour of the defendant.—*Daily News.*

ETIQUETTE OF THE BAR.—COURT OF COMMON PLEAS—*June* 26.—It was mentioned in our Legal News of June 20, that Mr. Lush, of the Home Circuit, was created a Queen's Counsel, but it was not until the 23rd ult. that the learned gentleman appeared in the silk gown. This morning he came into this court to argue a case, and took his seat within the bar, although he had not been formally called within it. Mr. Justice *Cresswell* (addressing Mr. *M. Chambers*, the counsel on the other side) said he did not know that he could recognise the countenance of the gentleman beside him (Mr. *Lush*).—Mr. *Lush* said he had mentioned his difficulty yesterday to the Lord Chief Justice, who said he might take his seat provisionally within the bar.—Mr. Justice *Cresswell* inquired whether his Lordship was then sitting in banco?—Mr. *Lush.* He was.—Mr. Justice *Cresswell.* Then, under the circumstances, I will follow the example of the Chief Justice.—Mr. Justice *Willes*, however, remarked that he had not yet had the opportunity of inspecting the learned gentleman's patent.—Mr. *Lush* promised that his Lordship should see it in the course of the day.

JUNIOR EQUITY BAR.—We understand that considerable dissatisfaction exists among the junior equity bar on account of the new batch of Queen's Counsel being confined exclusively to the common law bar.—*Daily News.*

IN RE HUGH INNES CAMERON.—Hugh Innes Cameron, the manager of the Royal British Bank, also the proprietor of a sheepwalk in Scotland, was adjudicated a bankrupt as a dealer in sheep, and he surrendered to the bankruptcy on Monday last.

SOUTHWARK POLICE COURT.—Mr. Hugh Thomas Cameron, a barrister-at-law, and stated to be a magistrate in Ross-shire, and son of Mr. Cameron, the manager of the Royal British Bank, was charged before Mr. Combe with conveying half-a-pint of brandy into the Queen's Prison, contrary to the rules and regulations.—Mr. Combe imposed a penalty of £3, and said he had no power to mitigate it. Mr. Cameron expressed his regret for having unconsciously infringed the law, and immediately paid the fine.—The magistrate then ordered him to be discharged.

THE CONSTITUENCIES OF GREAT BRITAIN.—A return recently issued shows that the grand total number of voters registered in the counties and boroughs of England, Wales, and Scotland, amounts to 1,045,506 including 505,988 in the counties of England and Wales, 439,046 in the boroughs of England and Wales, 50,403 in the Scotch counties, and 50,069 in the Scotch boroughs. Taking the total population of Great Britain (exclusive of Ireland) at some 20,000,000 of souls, it follows that the proportion of electors to the population is about 1 in 20, or just 5 per cent.—*Times.*

SITTINGS OF THE LORDS JUSTICES.—The Lords Justices will be engaged at the Judicial Committee of the Privy Council on Saturday next, and therefore will not sit at Lincoln's-inn on that day. The Lords Justices will sit at Lincoln's-inn next week, and up to the 18th instant inclusive, after which they will probably sit for a few days at the Judicial Committee of the Privy Council.

SITTINGS AT NISI PRIUS IN LONDON AFTER TRINITY TERM.—The number of causes entered for trial at these Sittings amounts, in the QUEEN'S BENCH, to 130; of these 34 are remanets from the last Sittings, and 50 are marked for special juries.—In the COMMON PLEAS, there are 95 causes in the list, of which 12 are remanets, and 31 special juries. In the EXCHEQUER, the list contains 109 causes; of these 16 are remanets, and 32 are marked for special juries.

Recent Decisions in Chancery.

BANKRUPT—ORDER AND DISPOSITION—STOP-ORDER.

Day v. *Day*, 5 W. R. 701.

This case is the complement of *Bartlett* v. *Bartlett*, which we noticed *ante*, p. 458. That decision, it will be remembered, laid it down that a reversionary fund in court is as capable of being in the order and disposition of a bankrupt as any species of visible property; and that, if an assignee from the bankrupt neglect to obtain a stop-order upon it, the fund must be considered as remaining in the bankrupt's order and disposition with the consent of the true owner. In *Day* v. *Day*, L. J. *Knight Bruce*, with the concurrence of L. J. *Turner*, expressly declared that he adhered to the doctrine of *Bartlett* v. *Bartlett*, but that the circumstances of the present case took it out of the scope of the rule established by that decision. The facts, as they

appeared on the appeal (on which additional evidence was adduced which was not before the Court below), were these:—On the 6th of January, 1854, Tucker, the solicitor of the plaintiff, borrowed a sum of money from the United Kingdom Mutual Annuity Society, and ultimately, on the 8th June, 1854, he agreed to assign, as a security for the advance, the costs due to him in the suit. At that time the fund in court was much less than the estimated costs of Tucker, and no order had then been made for payment or taxation of the costs. The Society immediately gave notice to the plaintiff's agent, and to the defendants (the executors) and their solicitors. In August following, the cause was heard on further directions, and an order was made for taxation of Tucker's costs, and for payment of them and prior charges out of a sum in court, and a further sum of £533 which was ordered to be paid in by one of the defendants. The charges prior to Tucker's costs exhausted the whole fund in court at the time of the order, and the remaining fund was not brought in until January, 1855, about three months after Tucker had become bankrupt. The question was, whether this fund, which was sufficient to provide for part of Tucker's costs, passed to his assignees, as being in his order and disposition, or whether the Society was entitled to it under Tucker's agreement to assign it. Upon these facts, L. J. *Knight Bruce* said, that, up to the time of the bankruptcy, the Society had, by giving notices, done all that could have been done; for there was no fund in court at that time which was charged with the costs, or against which a stop-order could have been obtained. L. J. *Turner* concurred in the same view, observing that the fund was not in the order and disposition of the bankrupt with the consent of the true owner, as in fact it did not exist at the time of the bankruptcy, and added, that there was no negligence on the part of the mortgagees.

RIGHT OF THE CROWN TO AN ALIEN'S EQUITABLE ESTATE IN LAND.

Barrow v. *Wadkin*, 5 W. R. 695.

It is remarkable that it should not have been settled before 1857, whether the Crown is entitled to the benefit of a trust of lands declared in favour of an alien. The doctrine was expressly asserted by Lord *Hale*, in *Sir George Sands' Case* (Hard. 495), and appears to have been tacitly assumed in a great multitude of cases, the only old authority the other way being a passage in C. B. Gilbert's work on Uses, at page 18. At last, however, a doubt was suggested by the late Vice-Chancellor of England in *Burney* v. *Macdonald* (15 Sim. 6), where he intimated that it would be idle to allow the alien himself to insist on the validity of the trust, and that there would be no injustice in refusing to let him have property which he could not hold; and then added, that, if the alien could not enforce the trust, he did not very well see how the Crown, which must claim through him, could have any right to the property. The case, however, was decided on other grounds. The first case in which the point appears to have been expressly decided, is the recent case of *Rittson* v. *Stordy*, before V. C. *Stuart*, reported 3 W. R. 627. There the judgment was, that the alien could not entertain a suit respecting lands; that it would be an abuse of equitable jurisdiction to enforce the trust in order that the Crown might seize; and that there was, consequently, a resulting trust in favour of the heir. That case was brought by appeal before the Lords Justices (4 W. R. 438); but it was ultimately compromised, the Court, in making a decree by consent, being careful to introduce words to guard against any implied affirmance of the opinion expressed by the Vice-Chancellor. In the judgment in *Barrow* v. *Wadkin*, the Master of the Rolls entered into an elaborate review of all the authorities bearing directly or indirectly on the question, and came to the conclusion, that, both on principle and authority, a devise of real estate to trustees for an alien is not a void devise; and that it is a trust of which the Crown may enforce the execution, and obtain the benefit. That such a devise would not be void, his Honour held to be clear, as even a devise of a legal fee would not be void; for the alien could take, although he would be incapable of holding, the lands. There was, besides, neither statute nor common law authority for saying that a devise in trust for an alien was *ipso facto* void. This being so, the trust must be executed; for, even if the alien could not enforce the trust, the Crown would be entitled to do so, there being no reason why the heir should, in such a case, be preferred to the Crown; nor was there any principle on which the right could be refused, unless it were said that the Crown was not entitled to enforce any trust at all—a position which his Honour considered to be contrary to the general principles of the law, and opposed to many decisions. The Crown, therefore, by its prerogative, stood in the place of the alien devisee in trust, and had the same rights in such a case as any assignee by purchase from an equitable devisee in trust who was a natural born subject. A declaration was accordingly made, that the Crown was entitled to the beneficial interest devised to the alien.

TRUSTEE AND CESTUI QUE TRUST.

King v. *King*, 5 W. R. 699.

The only question in this suit was, whether trustees were justified in refusing to transfer certain mortgage securities to the parties beneficially entitled, without the direction of the Court. These mortgage securities were the subject-matter of a settlement made on the marriage of one of the plaintiffs, who was entitled thereunder to a life estate in the same, with a power of appointment (on the death of his wife, which had happened) to his child or children by that marriage. There was only one child—viz. the other plaintiff—to whom, within two months of his coming of age, the father appointed the mortgages, and thereupon both father and son joined in requesting the trustees to transfer them. The trustees, having taken the advice of counsel on the matter, required that the son should be represented by a separate solicitor; that they (the trustees) should be satisfied that the appointment was the result of no previous bargain between father and son; and that both should join in a proper release—all of which requisitions the plaintiffs consented to comply with. They retained an independent solicitor to act for the son, and each made a declaration that the appointment was not the result of any previous agreement. The defendants, however, refused to transfer, on the ground that the son had but recently come of age; and that he was under the influence and control of his father, who had been engaged in various speculations; all which they submitted by their answer, and also, that, under the circumstances, the effect of a transfer would have been to place the trust property altogether at the disposal of the father. There was no doubt that the plaintiffs were absolutely entitled, and that a court of equity would make a decree that the trustees should make the transfer prayed. The only question was, whether the conduct of the trustees in compelling the plaintiffs to resort to the court was vexatious. *Stuart*, V. C., held that it was not, being of opinion that the trustees properly regarded with jealousy a transaction for which a court of equity would entertain a similar feeling. Therefore, while his Honour decreed according to the prayer of the bill in everything excepting costs, he ordered that the costs should be borne by the plaintiffs. This decision, following that of the full Court of Appeal in *Re Woodburn's Will* (*ante*, 536), bears out the remarks which we made on that case, as to the probable effect which it would have in inducing trustees to prefer, in future, to resort to a suit where they are not disposed to accommodate themselves to the wishes of their *cestuis que trust*, rather than to proceedings under the Trustee Relief Act. In *King* v. *King*, six months having elapsed since the son had attained his majority, he made the declaration required by the trustees, who acted on the advice of their own counsel; both *cestuis que trust*, father and son, had complied with the other requisitions as far as they could, and were ready and willing to comply with all, when called upon to do so; it was not pretended that there was any doubt as to their right to the transfer asked; the case was one in which the Court did not hesitate to order it to be made; and yet the trustees were not only saved from the payment of costs, but received their costs. According to the decision in *Re Woodburn's Will*, it is not very certain that trustees would have been so fortunate in an analogous case under the Trustee Relief Act.

INJUNCTION AT SUIT OF ALIEN.

The Collins Company v. *Cohen*, 5 W. R. 676.

It was argued in this case, upon demurrer, that an alien could not assert a right in this country to a private trade mark, there being no evidence that the law of his own country afforded any protection to trade marks. *Wood*, V. C., overruled the demurrer, having no doubt that every subject of every country, not being an alien enemy, was entitled to have relief against a fraudulent injury to his property, and was entitled to have the injury stopped at the fountain-head, which could only be, in such a case as the present, by injunction. Apart from all question of copyright, his Honour considered he had the jurisdiction upon the ground of fraud.

Cases at Common Law specially Interesting to Attorneys.

PRINCIPAL AND AGENT—DELIVERY OF GOODS.

Summers v. *Solomon*, 5 W. R., Q. B., 660.

This was an action to recover from the defendant the price of certain goods which had been delivered to A. S., who had (as it was alleged) authority from the defendant to purchase and receive such goods for him. The defendant resided in London, but had a shop in the country, managed by A. S. The plaintiff had often supplied goods for the defendant's shop on the orders of A. S.; on which occasions the course of dealing had been for him to take the orders from the shop, and to send the goods there. The goods which gave rise to the present action, however, had been ordered by A. S. in London, as for the defendant, and had been carried away by him, and converted to his own use. He was afterwards tried and convicted of obtaining these goods under false pretences; and the present action was brought to recover their value from the defendant. It was held by the Court that there was reasonable evidence to support a verdict for the plaintiff; for that, under the circumstances, he was very well justified in supposing A. S. to be the *general agent* of the defendant to conduct his country shop. The question was not so much what was the exact relation between the defendant and A. S., but whether A. S. had not so conducted himself as to make it reasonable for the plaintiff to suppose that he acted in that capacity, and had a general authority from the defendant to order goods. It was added by *Erle*, J., that, in one case to be found in the books, a *single* instance of recognised agency of the kind had been held sufficient to raise an inference of authority to purchase goods on credit.

The case alluded to by Mr. Justice *Erle* was that of *Hazard* v. *Treadwell* (1 Str. 506), in which Sir John *Pratt*, C. J., ruled, that, where a master has once paid for goods delivered to his servant for him on credit, the tradesman may trust him on a second occasion on the representation of the same servant, and charge the master with the value of the goods. It may be remarked, that, about fifty years later than the decision of that case, an attempt was made to make a master liable for goods ordered by his servant, which, if it had been successful, would have been a still harder one on the master than the one now under notice. This was *Maunder* v. *Conyers* (2 Stark. 281), in which some brandy had been ordered by the butler of the defendant in the name of his master, and had been delivered accordingly, but had been consumed by the butler and the cook, without the defendant being privy either to the order, delivery, or consumption. Here, however, Lord *Ellenborough* said, "If the defendant had been in the *habit* of paying for goods ordered by his butler, he would be bound; but we must give up housekeeping if such evidence as this were sufficient to bind a master." It follows, from the cases above instanced, and from others on the subject, that, in order to support an action against the master for goods delivered to his servant for him, the plaintiff must prove either an express authority, or some circumstances from which authority might fairly have been presumed at the time the goods were parted with. It may also be laid down, that, if the master has been in the habit of paying for goods ordered by his servant, he cannot discharge himself from future liability by giving the servant ready money to pay for them, unless he also gives the tradesman notice. But if, on the other hand, he has never authorised or ratified purchases on credit, his having supplied his servant with ready money for the purpose of payment will prevent his being chargeable for goods ordered by such servant on his credit. (See the following *Nisi Prius* decisions of Lord *Ellenborough*:—*Pearce* v. *Rogers*, 3 Esp. 214; *Hiscox* v. *Greenwood*, 4 Esp. 174; *Rusby* v. *Scarlett*, 5 Esp. 76).

RULE FOR A CRIMINAL INFORMATION—PERSONAL SERVICE DISPENSED WITH.

Regina v. *Tempest*, 5 W. R., Q. B., 661.

This case should be added to those instanced (*supra*, p. 537) as exceptions to the practice requiring personal service of a rule. A rule *nisi* had been obtained for a criminal information against Lord E. V. Tempest, against which no cause was shown; and it was made absolute on an affidavit stating the belief of the deponent that the defendant was in this country living with his mother; and that a copy of the rule had been read and delivered to a servant at her house, who, on being asked if he would give it to Lord E. V. Tempest, replied—"I can't give it to him till he comes in." Lord *Campbell* said that there could be no doubt the rule had come to the knowledge of the defendant; and that, if he had wished, he might have appeared to show cause against it.

KINGSFORD v. MERRY—NO TITLE ACQUIRED UNDER POSSESSION OBTAINED BY FRAUD.

Higgins v. *Burton*, 5 W. R., Exch., 683.

In this case, that of *Kingsford* v. *Merry* again came under discussion; and the Barons of the Exchequer expressed their vexation that the alteration of the facts, as stated in the special case for the court of error, from those on which they had themselves given judgment, had excited groundless alarm amongst the merchants of London. In the case now before the Court, one H. D. had obtained possession of some bales of silk from the plaintiff, a warehouseman, by falsely and fraudulently pretending himself to be the agent of one F., and authorised by him to purchase the silk on his behalf. Some of the silk so obtained was sold by the defendant, an auctioneer, at the request of H. D., and the proceeds of the sale were handed over to H. D. in due course. An action of trover was now brought for the silk against the defendant, and the verdict was entered for the plaintiff for their value—Mr. Baron *Martin* ruling that the property of the plaintiff in the silk had never passed out of him, and that he was consequently entitled to maintain the action. In support of an application to set this verdict aside, it was now urged that the defendant, having received the goods in the course of his business, and without notice of the fraud by which they had been obtained, was not liable to be sued for their value by the true owner, as he had paid over the proceeds to the man who employed him to sell them: for that, in this case, the defendant had neither the goods, nor the proceeds of them, which distinguished it from *Kingsford* v. *Merry*. It was, however, answered by the Court, that, whatever might be the expediency of a law providing that, if the owner of property parted with it in such a way as to give everybody the idea that the person invested with the possession was the true owner, such person might pass a title in such goods to a *bonâ fide* vendee, yet that it would, at all events, be highly unreasonable, if (as in the present case) the owner of goods should be divested of his title by any manner of dealing on the part of one who had obtained their possession *by fraud*.

ATTORNEY—STRIKING OFF THE ROLL BY REQUEST—ABANDONMENT OF RULE.

Ex parte ——, 5 W. R., B. C., 687.

This was an application on behalf of an attorney for a rule to rescind a rule granted to him at his own request, for striking him off the roll. It appeared that the rule in question had been obtained improvidently, and that no step whatever had been taken upon it. The only difficulty the Court felt in acceding to the application was from a doubt whether the attorney was not off the roll in consequence of the rule which he had sought and obtained; but Master *Bunce* explained, that, till the rule was taken to the Master's office, the attorney remained on the roll. The rule applied for was then granted.

WRIT OF INJUNCTION UNDER 17 & 18 VICT. C. 125—NOT ISSUABLE IN EJECTMENT.

Baylis v. *Legros*, 5 W. R., C. P., 689.

This is an important case, as it excludes the action of *ejectment* altogether from those in which the courts of law are enabled, by virtue of the Common Law Procedure Act, 1854, to grant an injunction. The action had been brought to recover possession of a factory and other premises, and Mr. Justice *Coleridge* had ordered, on the application of the plaintiff, a writ of injunction to issue pending the decision of the question in controversy between the parties, restraining the defendant from removing or intermeddling with the machinery and other effects on the factory and premises claimed by the plaintiff.

The injunction had been granted under the 82nd section of the Act, which allows the plaintiff in an action to apply for an injunction "to restrain the defendant in such action from the repetition or continuance of the wrongful act or breach of contract complained of, or the committal of any breach of contract or injury of a like kind arising out of the same contract, or relating to the same property or right." And it was held by the Court, that neither this provision, nor that contained in s. 79, applied to an action of *ejectment* at all, but to other actions. Indeed, Mr. Justice *Willes* (who, as one of the Commissioners, may be presumed a good authority) expressly said that the Legislature did not intend to give the courts of law the power of granting an injunction in an ejectment. The rule for setting aside the order was consequently made absolute, but the costs were directed to be costs in the cause.

MASTER AND SERVANT, LAW OF—RESPONSIBILITY FOR ACTS OF SERVANT.

Patten v. *Rea*, 5 W. R., C. P., 689.

This case may well be read in connection with that of *Pidgeon* v. *Legge*, noticed in our last number.* That case showed, that, though the relationship of master and servant may happen to exist between the defendant and the person committing the tort complained of, yet the former is not liable if such servant was not, by the intendment of the law, acting in execution of his master's orders. The present case is an instance of the circumstances under which such an acting will be presumed by the law, and the master consequently be held liable. The defendant was sued to recover damages for an injury caused by the negligent driving of his servant, while such servant was going about the defendant's business in a gig belonging to the servant. And it was held, that the action was rightly brought, because the gig, though the property of the servant, was used by him on his master's business, and with his acquiescence. It may be observed, that, though much stress in the argument was laid on the circumstance that the gig belonged to the servant, this does not really seem to have anything to do with the question as to the master's liability. If the servant had been going about his *own* business in a gig belonging to his master, without his knowledge or acquiescence, the latter would not have been liable; as was expressly decided in the recent case of *Mitchell* v. *Crassweller*, 13 C. B. 237.

Professional Intelligence.

ALTERATIONS IN DISTRICTS OF COUNTY COURTS.

By Tuesday's *Gazette* it is ordered, that, from and after the 1st day of August, 1857:

The parish of Sandhurst, now in the County Court of Berkshire, holden at Windsor, shall be in the district of the County Court of Berkshire, holden at Reading;

The parish of Chearsley, now in the district of the County Court of Buckinghamshire, holden at Aylesbury, shall be in the district of the County Court of Oxfordshire, holden at Thame;

The townships of Embleton and Wythop, now in the district of the County Court of Cumberland, holden at Keswick, shall be in the district of the County Court of Cumberland, holden at Cockermouth;

The extra-parochial place of Exmoor, and the parishes of Winsford, Withypoole, and Exford, now in the district of the County Court of Devonshire, holden at Tiverton, shall be in the district of the County Court of Devonshire, holden at Southmolton;

The parishes of Shudy Camps and Castle Camps, now in the district of the County Court of Essex, holden at Saffron Walden, shall be in the district of the County Court of Suffolk, holden at Haverhill;

The parish of Chilham, now in the district of the County Court of Kent, holden at Ashford, shall be in the district of the County Court of Kent, holden at Canterbury;

The parishes of Dinas, Newport, and Llanychllwydog, now in the district of the County Court of Pembrokeshire, holden at Haverfordwest, shall be in the district of the County Court of Cardiganshire, holden at Cardigan;

The townships of Cheddleton and Basford, now in the district of the County Court of Staffordshire, holden at Cheadle, shall be in the district of the County Court of Staffordshire, holden at Leek;

The parish of Cannock, now in the district of the County Court of Staffordshire, holden at Wolverhampton, shall be in the district of the County Court of Staffordshire, holden at Walsall;

The parish of Bedingfield, now in the district of the County Court of Suffolk, holden at Framlingham, and the parishes of Rickenhall Inferior and Hinderclay, now in the district of the County Court of Suffolk, holden at Bury Saint Edmunds, shall be in the district of the County Court of Suffolk, holden at Eye;

The parishes of Debenham, Winston, and Ashfield-with-Thorpe, now in the district of the County Court of Suffolk, holden at Ipswich, shall be in the district of the County Court of Suffolk, holden at Framlingham;

The parishes of Beyton and Hessett, now in the district of the County Court of Suffolk, holden at Stowmarket and the parishes of Lawshall and Cockfield, now in the district of the County Court of Suffolk, holden at Sudbury, shall be in the district of the County Court of Suffolk, holden at Bury St. Edmunds;

The parishes of Witnesham, Tuddenham, Rushmere, and Nacton, now in the district of the County Court of Suffolk, holden at Woodbridge, shall be in the district of the County Court of Suffolk, holden at Ipswich;

The parish of Brettenham, now in the district of the County Court of Suffolk, holden at Sudbury, shall be in the district of the County Court of Suffolk, holden at Stowmarket;

The parish of Henstead, now in the district of the County Court of Suffolk, holden at Halesworth, shall be in the district of the County Court of Suffolk, holden at Beccles;

The parish of Calstock, now in the district of the County Court of Cornwall, holden at Liskeard, shall be in the district of the County Court of Devonshire, holden at Tavistock.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

QUEEN'S BENCH.—SLIGO ELECTION CASE.

The case of *Sedley* v. *M'Gowan*, which has occupied the Court for several days, and has excited considerable interest, arose out of the late election for the notorious borough of Sligo, where party spirit ran high, and the officials engaged appear to have entered into the contest with as much energy as the candidates themselves. The facts of this case lie in a very small compass. Sedley, the plaintiff, who is an elector of the borough, and whose right to vote is not disputed, went up to the polling place to tender his vote, but the officer refused to receive it. The plaintiff's case was, that this conduct on the part of the officer arose from a determination to prevent, as far as possible, votes from being recorded for the candidate who had obtained the plaintiff's support. The defendant, however, alleged that the refusal resulted from an honest impression that the plaintiff had no right to vote. For the injury sustained by the plaintiff in not being allowed to exercise his privilege as an elector, this action for damages was now brought against the returning officer.

The Lord Chief Justice, in charging the jury, said, that, without going into the question, how far the principal—the returning officer—might be liable for all the acts of his deputy, he would state, that, if the plaintiff's vote were rejected by the deputy corruptly, and in furtherance of a design to secure the return of a particular candidate, although no other instance of his having so acted were proved, yet the act of the deputy was the act of the returning officer, and for the consequences of that act the latter would be liable. Many circumstances had been referred to as proving that such a design existed. Among other things it was alleged that the poll-books had been altered, and did not now present the same results as when first delivered up by the proper officers. If the jury should be of opinion that the books had been tampered with, with the design of procuring the return of Mr. J. P. Somers, it was for them further to say whether they could exempt the returning officer from the charge of being a participator in so illegal and corrupt a design. The case was not merely one where it was alleged that a legal right had been violated. If they found against the defendant, they would decide that he had acted illegally and corruptly, and upon a principle most injuriously and publicly mischievous.

The jury found for the plaintiff, with £100 damages.

WARNING TO RAILROAD COMPANIES.

The case of *White* v. *Waterford and Kilkenny Railway Company* arose out of a very serious accident which occurred a few months since to a train by which the plaintiff was a passenger; a siding, near Dunkitt, having been negligently left open, the train ran into it, and came into collision with a train of wagons which happened to be standing there, and several persons were very seriously injured, and among the rest the plaintiff, who was Inspector-General of Lunatic Asylums. The emoluments arising from this office amount to about £1,000 per annum, and the injuries sustained by Dr. White were of so serious a nature as to incapacitate him for public employment, and to compel his immediate retirement on a pension equal to fully one-fourth of the salary. Dr. White had, up to the time of the accident, enjoyed excellent health; he was, however, about seventy years of age.

It was proposed, on the part of the plaintiff, by calling a stock-broker, to give evidence of what would be the value of an annuity of equal amount to the plaintiff's income; but this

* *Supra*, p. 579.

evidence was objected to, and the Chief Justice ruled that it was inadmissible.

The jury found for the plaintiff, with £2,500 damages.

COURT OF DELEGATES—ATTORNEY-GENERAL *v.* WILSON.

In this long contested case, a very large amount of personal property was claimed by the Crown in consequence of the death, intestate and unmarried, of Captain John Wilson, who was the illegitimate son of Richard Wilson, a man of large fortune, in the County of Meath. In a former communication * we adverted to the impropriety of leaving such a question to be determined by delegates nominated by the Crown purposely to try the case. The judgment of the delegates has now been delivered, and it is in favour of the Crown.

Judge *Crampton*, in delivering the unanimous judgment of the Court, said that the case was instituted in the Court of Prerogative for the purpose of obtaining administration of the effects of the intestate, who died in February, 1855; and the question was, whether Charles Wilson, the impugnant, was his lawful son or not. Only one question of law had arisen in the case; and that was as to the admissibility of evidence of family likeness. That such evidence was admissible as confirmatory evidence, he did not mean to deny, but that it was entitled to any considerable weight he could not admit. Nothing could be more fanciful than the opinions of individuals as to family resemblance—it was altogether matter of opinion. Persons not in any way related to each other often exhibited a wonderful resemblance; while, on the other hand, members of the same family were frequently altogether unlike one another. In the present case the evidence of resemblance was founded on the opinion of persons who had not seen one of the parties in whom the likeness was traced for thirty years; little weight could, therefore, be attached to it. The Court had come to the conclusion that Charles Wilson was the son of Captain J. Wilson; but it had not been proved to their satisfaction that he was also the son of Sydney Booth—a lady who, it was alleged, was privately married to Captain Wilson in 1817. The evidence adduced to prove their courtship and cohabitation was inconsistent and unsatisfactory, and such as the Court could not rely on. Neither could they give credence to evidence that had been given as to declarations said to have been made by Captain Wilson, of the legitimacy of Charles Wilson and his sister. Another branch of the inquiry, and an important one, was as to an alleged marriage between Captain Wilson and Miss Booth (in support of which evidence had been given by the Rev. Mr. Franklin, a very aged clergyman, who professed to have a clear recollection of having performed the ceremony). As to this, the Court were of opinion that Mr. Franklin did not depose to an actual fact, but that he had been persuaded and coerced into the belief of a transaction which was unreal, and had never occurred. The Court, therefore, gave judgment for the Crown.

EDINBURGH.—(*From our own Correspondent.*)

In the estimates laid before Parliament for the present year, may be seen a charge of upwards of £30,000 for the public records of Ireland; annual charges of the same kind occur for the public records of England; but no similar charge appears for those of Scotland. It may not be altogether useless to explain the reason why.

The public records of Scotland are preserved in the general Register House at Edinburgh, and are under the immediate superintendence of the Lord Clerk Registrar. They are of various kinds, and the establishment is branched into several departments, each of which has its own proper objects and its own officials. Some of these have their parallels in England and Ireland: some are peculiar to Scotland. In all the departments, as in England and Ireland, the system of charging fees for access to and for the use of the records prevails—some exceptions being made to the rule, which need not be noticed here. In some cases, the fees so charged furnish an annual revenue which more than suffices to pay the whole expense of maintaining the department; in other cases, there is a deficiency, but the deficiency is not in any case very great.

The principle of making such an establishment maintain itself is by many strongly objected to; but, on the other hand, there are practical objections to throwing the records open to the public free of charge, even under regulation; and the great majority in Scotland would probably be quite content that the system of charging fees in each department should be continued, and that these fees should be applied to the maintenance of that department, or even that all the public departments should be dealt with as one in this matter. And, indeed, with regard to one of the departments of the establishment—that which has the custody of the various registers relating to the land rights of the country—there never has been any objection to the system of charging fees. It is admitted, on every hand, that these registers are not—in the same sense as the historic records of the country—public; that they were established for the special benefit of those interested in present transactions relating to heritable subjects; and that, therefore, these parties ought to pay for that benefit—and so, accordingly, they do pay, and most willingly. But the feeling is universal, also, that the charges so made should not be more than sufficient to cover the expense of the department. And when it is explained that the fees derived from this department not only maintain it, but yield a large surplus after paying all expenses, it will not surprise any one to hear that the greatest possible discontent prevails; and that the system is regarded as an indirect way of imposing a most unjust tax upon land.

It would naturally be supposed that the surplus revenue arising from the department having the charge of the land right registers would be expended in every sort of contrivance to make these registers accessible and useful to those requiring to resort to them, and to secure efficiency, accuracy, and despatch in the transaction of the important business with which the department is charged. It would not be imagined that Government would divert the funds of this, a special department, differing in its nature and objects from all the other public departments, for the purpose of supplementing any deficiency that might occur in these departments: far less would it be supposed possible that they should appropriate any such surplus funds for general revenue purposes. It is bad enough to make the ordinary public (the word is used in its widest sense) departments support each other by mutual contributions, but it is altogether intolerable that the landowners should be specially taxed for that purpose, as well as for general revenue purposes; yet it is a literal fact that the Government not only makes the whole establishment support itself, but, over and above, derives a large annual revenue from the General Record Office in Scotland, the greater part of which is drawn from the department for the registration of land rights, as may be seen by any one who chooses to verify the statement by referring to the Civil Service Estimates for the year ending March 31, 1856; from which it appears that the expenditure upon the Sasine Office for that year was £5,286, while the receipts were £8,804, and that the total expenditure on all the departments was £11,165, while the receipts were £17,137, thus showing an annual profit derived by Government from the Public Record Office of Scotland of £5,972. In England, the difference between the expenditure and the receipts is enormous, the latter seldom amounting to a tenth part of the former, so that there is always a large deficiency, which is, of course, annually voted. It must not be supposed, that, in pointing out this difference in the state of matters in the two countries, it is intended to insinuate that there is anything wrong in the management of the English system, or to object to the charge which is thereby created upon the public funds. The circumstances under which the two systems exist are entirely different, and they cannot, therefore, be compared; but if a system of registration of land rights be established in England, there may come to be some analogy between the systems in the two countries, and it will then be seen whether Englishmen will consent to pay such fees for the new register as will enable Government to strike the charge for the public records of England out of the future estimates submitted to Parliament. It will surprise us if they do. And yet in Scotland there has been remonstrance after remonstrance, public and private, against this very wrong which has not even produced a promise of redress. In the beginning of this year the writers to the signet addressed a memorial to the Treasury on the subject, which did not receive the slightest practical notice.

But that is the usual way in which all remonstrances from this quarter are treated. There are few Scotch lawyers in the House of Commons; and if the few that happen to be there are seized with a legislative furor, they very soon understand each other, and pass Bill after Bill full of blunders and crotchets, simply because no other Scotch member in the House has sufficient knowledge of law to enable him to interfere with any effect.

The legal bodies send up report after report, and these appear to produce about as much effect as waste-paper; but such a state of things cannot be much longer tolerated, and already

* *Ante*, p. 561.

there is a proposal to associate all the legal bodies of the kingdom into a society, for the purpose of giving more forcible expression to their opinions, and taking more active measures to get them carried into practical operation.

The manner in which the Bill for the Registration of Long Leases in Scotland has been brought into, and forced through, the House of Commons, affords the best possible illustration of the truth of these remarks. It is a Bill which introduces changes that were not called for from any quarter. The existing law caused no practical inconvenience. An entirely new system of conveyancing in regard to leases is called into operation, and the existing rights of landlords are seriously interfered with to meet a few isolated cases of convenience. Besides all this, it introduces a new class of deeds into the registers of land rights, which are already overloaded, and becoming unworkable for that very reason. Many of the clauses of the Bill are remarkable, even among clauses in Acts of Parliament, for the indistinctness of the terms in which they are conceived. As, for example, the 18th section, of the Bill as amended in committee, which runs thus:—"No lease executed after the passing of this Act, nnless where the same shall have been executed in terms of an obligation to renew contained in a lease renewable as aforesaid, and of date prior to this Act, shall be held to fall within the same, or to be registrable thereunder, except in case of subjects held by burgage tenure, the name of the lands of which the ground thereby let consists or forms a part, shall not be set forth therein, or where the ground let shall not be described by boundaries in such lease."

It is understood that the Faculty of Advocates have carefully considered this Bill, and have reported against it; but it seems to have acquired greater vitality on this account. It is not the slightest exaggeration to say that there are many conveyancers in large practice in Scotland, of old standing, who have never prepared a long lease of the description dealt with by this Act, and many have never seen one. This may appear a strange statement to English readers; but when it is explained that in Scotland houses, as an almost invariable rule, are built upon land not leased, but feued (that is, disponed or conveyed *in perpetuum*), for payment of a fixed annual sum, it will be better understood.

Another of the sheriffships doomed to extinction by the Act 16 & 17 Vict. c. 92, has fallen, and the counties of Sutherland and Caithness are now judged by one sheriff. When Mr. Sheriff Thomson died, a short time ago, the county of Caithness became amalgamated with Sutherland. The sheriff of the amalgamated counties has since resigned, and Mr. Dingwall Fordyce, one of the advocates depute, has succeeded him. It may, perhaps, be recollected, that, in 1853, a great popular clamour was got up about the insufficiency of the remuneration given to the sheriff substitutes. The agitation would not have met with much opposition—because, so far, it was not without reason—if it had not been coupled with a cry for the abolition of the office of sheriff principal. All sensible men saw that if this clamour was successful, the efficiency of the sheriff courts would be seriously impaired. Those who knew the practical good which was derived from the constant superintendence of the sheriffs principal, residing in Edinburgh, and in daily practice in the supreme courts, and from their periodical visits to their counties, were unwilling to risk the loss of these, and opposed the whole movement; but the pressure was too great to be resisted; so this Act had to be thrown out, as a tub, to amuse the excited mob of so-called reformers. There are few now who would willingly withdraw the sheriff substitutes from the control of their principals.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, June 26.

ROYAL COMMISSION.

The Royal assent was given to the Transportation and Penal Servitude Bill.

Monday, June 29.

JOINT-STOCK COMPANIES ACT AMENDMENT BILL.

This Bill went through committee; and on June 30 the amendments were reported and agreed to.

Thursday, July 2.

ROMAN CATHOLIC CHARITIES BILL.

This Bill was reported, and referred to a select committee.

HOUSE OF COMMONS.

Friday, June 26.

THE SUPERIOR COURTS OF COMMON LAW.

Sir J. PAKINGTON, in reply to Mr. M'MAHON, said, that the members of the Common Law Commission were now considering their report, and he had no doubt that it would be presented before the termination of the session.

PROBATE AND LETTERS OF ADMINISTRATION BILL.

The ATTORNEY-GENERAL, in moving the second reading of this Bill, said, the evils and grievances attendant on the continuance of the present system of obtaining probate of wills and letters of administration had been so long admitted, that he might well assume it was a matter on which there could be no difference of opinion. In fact, for nearly thirty years, different governments had attempted to accomplish this alteration; and unquestionably these courts would have long since succumbed to the attacks made upon them if their assailants had been as determined as to what should be erected in their place, as they were unanimous in their desire to pull them down. The House was aware, that, anterior to the new Statute of Wills, a remarkable difference existed between wills of personal estate and wills of landed property. A will of personal estate needed no attestation; but a will of real estate required to be attested by three witnesses, and to be executed with great solemnity. The Act of 1837 took away that distinction, and required that all wills, whether they related to personal estate or exclusively to real estate, should be executed and attested in the same manner, and with the same solemnity. It might naturally have been expected that instruments subject to the same forms and regulations would be subject to the same tribunals for adjudication—viz. the ordinary tribunals of the country. But a glaring anomaly was allowed to continue, that, whilst they had one single form according to which the will must be made, there were nevertheless two tribunals to which it must be submitted: first, with regard to its validity so far as related to personal estate, to the Ecclesiastical Court; and then to the ordinary tribunals of the country, so far as it related to real estate. If there were both real and personal estate, and there were any contest relative to the sanity of the testator or to the execution of the instrument, that question could not be determined by one single tribunal once for all, but the parties were compelled to take the matter to two different courts having different forms of procedure, and which might arrive at different and opposite conclusions. Only last year they had witnessed one of the most glaring examples of this. A testator in Ireland was pronounced by the Ecclesiastical Courts of that country sane as to his personal estate, but in the courts of common law, in reference to his real estate, he was pronounced insane. This occurred perpetually in the present state of the law. But there might be the same contest between the ordinary tribunals as to real estate; for if a man died having land in Surrey, he might be found insane by a Surrey jury, and if he had also land in Middlesex, a Middlesex jury might find him sane. The first conclusion, therefore, which this state of the law seemed to indicate, was the appointment of a tribunal competent to decide once for all on the validity of a will, whether of real or personal estate, or both. The next thing to be observed upon was, that, in the Ecclesiastical Courts, the mode of arriving at a decision was different from that of the ordinary tribunals. He believed all would agree that matters relative to a testator's state of mind could not be tried in a satisfactory manner except before a jury, because there was no other mode by which the evidence could be so well tested. But the proceedings of the Ecclesiastical Court were formed on the model of the civil law, and the conclusion was arrived at quite in a different way from that in the common law tribunals. The next requisite was that the Court should have one uniform mode of procedure, ascertaining disputed facts through the medium of a jury, unless all parties, where there was no necessity for the sifting of the evidence, agreed to submit the case to the determination of the judge. Uniformity, simplicity, and economy were the principal requisites which should be considered in any change; and he would now at once proceed to show how far the alterations proposed to be made were conducive to these three requisites. The Bill proposed to abolish at once all the existing ecclesiastical and peculiar courts in which wills might now be proved, amounting to about 400 in number, and which were of no manner of use, except to increase that "admired confusion" which had so often prevailed in our system in consequence of the extreme tenacity with which we clung to old institutions long after they had ceased to be of the slightest practical benefit. It was proposed to substitute one single court of probate. Even for the ordinary

process of proving, or, as he preferred to term it, of authenticating a will, a court would be necessary in consequence of the minute technical forms which the Statute of Wills required to be observed. The Court of Probate, therefore, would be the court to which wills would be brought, even if they belonged to what was called the common form business, for the purpose of being authenticated; but the mode of procedure would be very much more simple, and much more economical than that which at present existed. Of course the new court would be located in the metropolis; but for the convenience of the country at large, district courts would be formed, and local registries established, to which wills might be taken whenever a person, whose ordinary place of residence was within one of those districts died, leaving personalty not exceeding £1,500, and the parties preferred to go to the local, instead of the metropolitan court. It would not, however, be prudent to extend that privilege to cases where the property exceeded £1,500. Suppose, for instance, a will not complying with all the formalities injoined by the Wills Act was admitted to probate, the executors might go to the Bank of England, or to any public company in which the deceased happened to have stock standing in his name, and get that stock transferred to himself, which he might convert to his own use. If this will proved to be informal, and another will was subsequently admitted to probate in favour of other parties, the Bank or the public company would be compelled to make good the property they had parted with. It was, therefore, desirable to restrict the jurisdiction of the local registrars to £1,500, and insist on all the more important cases being taken up to London, where, of course, greater care and accuracy could be insured. There was another way of proving wills, which was not so simple as this, and which was called the proof "in solemn form." Its object was this: There might not be at the moment any particular contest about the validity of a will, but the parties interested in it might be desirous of having placed on record the evidence both of its due execution and of the sanity of the testator. The Bill provided a mode in which a will might be proved in a manner that would be conclusive in point of validity as regarded both real and personal estate. Suppose a party was desirous of establishing a will; all that would be necessary would be to make a simple allegation that the testator was of sound, disposing mind, and that the instrument had been duly executed in conformity with the law. The heir-at-law and the next-of-kin, and every other party interested, would then be cited to appear in court. The witnesses would be examined before the judge; the sentence would be pronounced; and it would definitively conclude and settle the validity of the will. At present a will devising real estate might be contested after any lapse of time; and the consequence was, that considerable uncertainty sometimes prevailed with respect to the title to real property. The next species of business with which the court would have to deal was what was called the contentious business, which would comprise the suits instituted by parties hostile to any particular will. If the Bill passed, the Lord Chancellor proposed that Orders should be framed under which the form of procedure should be very much simplified. All that would be requisite would be an allegation of ten words by the plaintiff, and a response of half-a-dozen words on the part of the defendant. Then the whole process would be referred to a court of common law. The facts would be examined into, and a verdict arrived at, which, if there was no rule for a new trial, would be a final decision. The present judge of the Prerogative Court, if he pleased, would be the judge of the new court in the first instance; but it was proposed, that, as soon as the judgeship of the Court of Admiralty should become vacant, the judge of the Probate Court should preside over both tribunals; and he (Sir R. Bethell) trusted that at some future time a measure would be brought forward to simplify likewise the procedure in the Admiralty Court. Besides this, it was proposed that the judge of the Probate Court should be one of the judges of the Divorce Court; indeed, he was to be the Judge Ordinary of that tribunal. Nor would the jurisdiction of this judge stop there. One of the great wants of the day was some tribunal which should have authority over the property of deceased persons during the litigation as to the validity of disputed wills. In such cases the property was neglected, and very great prejudice was the result; but the present Bill would give the judge power to appoint an *ad interim* manager of the personalty, and an *ad interim* receiver of the real estate. These were the principal functions which the new court would have to discharge. Its daily and ordinary functions would chiefly have reference to questions that might arise on proving wills in common form. With regard to the officers of the new tribunal, it was proposed that they should, as far as possible, consist of the officers of the old courts. As far as was practicable the officers of the Prerogative Court would be transferred to the new court, and the diocesan registrars would be transferred to the new district registries. The relations between the metropolitan registry and those in the country would demand special attention in committee. One question that might arise would be, whether the papers should be sent from the district registries to the London office before they were finally admitted to probate? On consideration, however, it had not been considered absolutely necessary that that should be done; and it would manifestly cause delay, and likewise some additional expense. Some alteration would be necessary in the matter of caveats; and he should introduce a clause to prevent the possibility of a will being proved in one court while there was a caveat against it in another. It was proposed that all the existing wills should be collected in one great registry, and that copies of the wills, which in future would be filed in the district registries, should also be placed in such registry. The Bill proposed also to make arrangements which in a few years would lay the foundation for a very important means of obtaining information as to titles. It was proposed that indexes of all wills should be kept in all the district registries, as well as in Edinburgh and in Dublin. By that means great facilities would be given for obtaining a knowledge of facts, which at present could only be arrived at by tedious and protracted search. Another object of the Bill was to provide a place of deposit for the wills of persons in their life-time, which it was expected would in many cases be found a great convenience. In a word, there was scarcely any inconvenience which had been reported upon by the different Commissions with which the measure did not attempt to deal. He now came to a more painful subject—the manner in which he proposed to deal with the persons who held offices that would be abolished by the Bill. So long ago as 1836, warning had been given to these parties that the offices they held were condemned; and, by the 6 & 7 W. 4, it was provided that no compensation should be given to any officer of the ecclesiastical courts except the judge and registrar of the Metropolitan Court of Canterbury, in the event of these offices being abolished; which warning had been repeated in subsequent enactments down to the 10 & 11 Vict. He, therefore, proposed that those who were in office anterior to the 6 & 7 W. 4, should receive full compensation; and that those who had received their appointments after that date should be regarded as holding their appointments during pleasure, and on that footing should receive compensation. In the one case the parties would be entitled as if they held a freehold office; in the other, they would be regarded as appointed during pleasure, and would be dealt with in a very different manner. The managing clerks in the registry of Canterbury would also be provided for. Those who had served fifteen years in that capacity would be compensated under the provisions of the Bill; and it would be for the House to say whether and how far that proposal should be extended. He now came to the proctors—who were to retain a monopoly of the common form practice. The amount of that business would be very much increased by the Bill, for all the non-contentious business in the country where the property exceeded £1,500 would pass through their hands, one-third of which only was at present transacted in the Prerogative Court, and the House would thus be able to form an opinion how far they would be affected by the proposed change. Besides, the Prerogative Court dealt only with personal estate; but hereafter there would be brought into that court contested cases of real as well as personal estate. In the former Bill which he had introduced, he proposed to abolish the proctors' monopoly, and he provided a measure of compensation. He proposed that the proctors should receive an annuity of one-half their average gains. But he was unable to please them by that proposition, and it was chiefly owing to their resistance that the Bill was lost. The present plan, however, was in part what they had themselves proposed; and he could not, therefore, feel the slightest reluctance in pressing upon the House the adoption of the Bill. It would be idle for the House to assume to prophesy that these persons would sustain a loss, and vote away the public money as compensation. It was impossible to recognise the right of practitioners to compensation. If there were improvements in the law, giving greater simplicity and facility, was the practitioner to have a vested right in delay, and evil, and suffering? What would be thought of the medical man who claimed a vested right in protracted suffering and disease? As the office remained there was no ground on which compensation could be claimed. Though the measure was by no means of so large and comprehensive a character as the former ones, it would be more entitled to general approval; it was more fair and just, and would succeed in re-

moving the inconveniences that had been complained of for the last thirty years.

Mr. HENLEY had great pleasure in seconding the motion for the second reading. He thought the House and the country were indebted to the Attorney-General for yielding his own views, which were in favour of a more theoretically perfect measure, to the requirements of the public. As to the constitution of the Court of Probate, it might be a matter of consideration whether it was wise to load it with the business of the Court of Admiralty; but that was a mere question of detail. He doubted the propriety of the provision for transmitting wills proved before this time; there was a great feeling in the country against it; and he thought it desirable that these evidences of title, relating, as many of them did, to the poor man's cottage, might remain where they were. No point was more strongly felt in the country than that of having the means of verifying their titles easily accessible. The same objection did not apply to wills which might be proved afterwards, as the same evidence was not necessary. He hoped this matter would be considered by the committee. On the question of compensation, the Attorney-General had altogether omitted to speak of the proctors out of London—at Chester, York, Exeter, and one or two other places. These gentlemen would unquestionably entirely lose their business, as solicitors would be eligible to practise in their courts; and they were certainly entitled to some compensation. As to the London proctors, he thought it impossible to say how much they might gain or lose by the change. He was at first rather in favour of throwing open the business, but subsequent consideration had led him to an opposite conclusion. It seemed there was a statute which prevented proctors from entering into partnership with solicitors; in other words, from dividing the spoil with them, where the solicitors brought them business. It was proved by the evidence before the commission that the proctors, being a small body, stood equally between the suitors and the court, and would not lend themselves to anything like improper practices. If the business were thrown open there would be 10,000 or 12,000 practitioners, and the Court would then have much less control over them. The business had been hitherto most satisfactorily conducted, and it was not worth while to run the risk of disturbing this by throwing it open to the profession.

Mr. COLLIER said there were serious defects in the Bill, but he hoped they might be remedied. First, he deemed it unnecessary to create a new court at all; and secondly, he objected to the court as proposed. He proposed that the courts of common law should transact all the contentious business, and that all the common form business should be disposed of, not by a judge, but by a registrar, with a salary of £1,500 a year. Amidst all the complaints against our legal system, he had never heard a complaint that we had too few courts, but rather too many. Out of this fact arose the great opprobrium of our system. Recently, we had witnessed the scandalous spectacle of a contest of jurisdiction between the Court of Chancery and the Court of Bankruptcy over the carcass of the British Bank. At present a commission was sitting to inquire whether there were too many judges, and in the face of that commission it was proposed to appoint a sixteenth judge. In America and in India there were no doctors or proctors—men made their wills and died, and the ordinary tribunals had no difficulty in disposing of the business. Thirty years ago the ecclesiastical courts in Scotland were abolished, but the people would not endure the creation of any new court in their stead. The jurisdiction was transferred to the Sheriffs' Courts and the Court of Session. Why should not the Courts of Westminster do in England what the Court of Session did in Scotland? The ecclesiastical courts were a diseased excrescence, which a healthy action of the existing tribunals ought to absorb. The Lord Chancellor himself, in introducing the Bill in the last session of Parliament, said that the new judge would have next to nothing to do. Now he said, that he proposed the new court and the new judge against his better judgment; but by what influence he was induced to alter his opinion he (Mr. Collier) did not know. On introducing the Bill in the present session, he still expressed the opinion that the new judge would not have enough to do, and, therefore, he proposed to make him assistant judge in the new Divorce Court and also judge of the Admiralty Court. He should like to know on what principle or system these three jurisdictions, which had nothing in common, were to be mixed up together. On what ground were wills, ships, and marriages to be put together, and handed over to one court? They might as well give one court jurisdiction in bankruptcy, burglary, and bills of exchange. With regard to the jurisdiction of the Court of Admiralty, that should be given to the courts of common law. Those courts decided cases of the collision of vessels, and awarded damages; and he could not see why they should not also decide as to the apportioning the damage between vessels. His main objections to the Bill were, that it saddled the country with a new court, which was unnecessary; and that the court would not be an efficient court for the purpose. The judge of the new court would be judicially starved: he would have to live on mere husks and straw, whilst the well-fatted calves would be transferred to another court. He should endeavour in committee to reduce this proposed new court to an office with a registrar, and to refer the whole of the contentious business to a court of common law, in conformity with the provisions of the Bill which he introduced four years ago, and which received the support of the Solicitor-General. One word with regard to the appeal. There was a provision in the Bill allowing an appeal to the Judicial Committee of the Privy Council, who were again to hand the case over to the House of Lords. It was of the utmost importance to give the county courts jurisdiction in cases of probate, because not to do so would amount to a denial of justice to the poor man. But he could not understand why the county court districts should be adopted for contentious purposes, and the diocesan districts for non-contentious. Nothing could be more unsystematic than to have one set of districts for trying the contentious, and a different set for trying the non-contentious questions. This would very much limit the public accommodation. There was only one place of registration for Westmoreland and Cumberland for instance—namely, Chester. Peterborough was the place of registration for part of Northamptonshire, Huntingdonshire, and Cambridgeshire. He should take the sense of the House whether the county court districts should not be adhered to. The Attorney-General adopted his proposition on that point in the Bill of last session. These were the outlines of the objections he felt to the present Bill, and he should submit clauses for the purpose of introducing the amendments he had pointed out. He was strongly of opinion that they ought altogether to get rid of the old cumbrous and obsolete ecclesiastical court, and transfer the jurisdiction to the ordinary tribunals of the country.

Mr. ROLT said, he should certainly despair of the cause of law reform if the views expressed by Mr. Collier were adopted. As he understood the question, the great grievance was the multiplicity of independent jurisdictions with regard to probate of wills and grants of letters of administration, and the difficulty—almost the impossibility—of determining with anything like certainty the particular jurisdiction which should deal with a particular case. That inconvenience was admitted for the greater part of this century. But the grievance did not arise from any defect in the tribunals of the country, or from any abuse in the exercise of the jurisdiction of these tribunals. The defect arose from the rapid increase of wills relating to personal property, so that tribunals which were amply sufficient to discharge the duties they had to discharge when they were created, became wholly insufficient when personal property had increased by the formation of canals, railways, and other property of that kind. Mr. Collier seemed to think that the new court would have nothing to do. That arose from an entire misapprehension of the nature of the common form business of the ecclesiastical courts. The mere authentication of a will was not all that was required. The common form business of these courts required men of knowledge, experience, and education. These courts had to determine who was to be executor, and other questions which affected the rights of property in the highest degree. To suppose, therefore, that, because the Court did not sit every day in the week, it had no business to do, was an entire fallacy. He admitted it might be possible to engraft on that jurisdiction other branches of business based on the civi law. Three members of the commission were of opinion that the jurisdiction in this matter should be transferred to the Court of Chancery; but whether it was transferred to the Court of Chancery, or to a court of common law, or to an entirely new tribunal, it must be made a separate department. It must be a distinct department, with distinct officers, to whatever tribunal the jurisdiction was transferred, and therefore the commission came to the conclusion that it ought to be transferred to a new tribunal. That was the reason why he should oppose any attempt to do less than was proposed to be done by this Bill. There were points in the Bill with which he did not agree, but this was an occasion on which they must sacrifice their particular views in order to carry a great reform. With regard to the compensation, he hoped the House would enable the Government to pass a larger measure of compensation than the Bill proposed to give.

Mr. MALINS had always agreed in the necessity of doing away with the numerous jurisdictions, and removing the whole matter from the control of the ecclesiastical courts, and establishing a Queen's Court of Probate. As he gave a general support to the Bill, he would not then enter into his objections to the details; but he was strongly opposed to the clause which gave the appeal to the House of Lords instead of to the Privy Council. The Bill was one which called on many persons to make great sacrifices, and destroyed great interests. He had heard with much pleasure the declaration of the Attorney-General with regard to the proctors of the Courts of York and Chester; for if the Bill had abolished their offices without compensation, it would have committed a gross injustice. The learned gentleman, however, said he could not make the concession with respect to the proctors in London, on the ground that they had no claim to compensation when a mere improvement was effected. The principle was the same in both cases, as the proctors of York were nothing else than the victims of an improved practice.

Lord PALMERSTON.—They are to be swept off the face of the land.

Mr. MALINS.—The noble Lord admitted the principle with regard to the proctors of York, who were to be swept away, but he refused it to those who would hereafter earn only £100 by their practice, where they now earned £800. The proctors of London were about 120 in number; they were gentlemen of great respectability, and members of a body which had enjoyed its privileges for over six centuries. He was sure the House would admit their claim if it could be proved that the Bill, while preserving their privileges in name, did, in reality, destroy them. The number of wills proved and administrations granted in England was 25,000; of these not more than a hundred were contested, so that it would appear the non-contentious business produced the greater portion of their profit. The Bill, however, proposed that in all cases where the property did not exceed £1,500, the will should be proved in the district court, which would (as the proctors asserted) take away seven-eighths of their entire business. In committee he would go into statements which would place this matter beyond doubt. In the former Bill the Attorney-General had proposed to allow them as compensation the amount of half their receipts, calculated on an average of the last five years. It would be proposed in committee to adopt that scale, and to charge the compensation, as in the former Bill, on the suitors' fee fund. It would thus be no burden on the public.

Mr. WESTHEAD urged the claims of the proctors of York to compensation, whose case (he said) was very different from that of the London proctors. The system at York was unique. It was constituted in 1311, and from that time to the present the number of proctors attached to the court was only eight; each proctor was allowed one clerk, who succeeded as vacancies occurred. He objected to the division of the county of York into four districts, as proposed by the Bill; if it was carried into effect, in case of a death near York, the will would be sent to Hull or Richmond to be proved.

Sir E. PERRY would have been glad to see in the Bill a provision to give jurisdiction, contentious or non-contentious, to the county courts in all cases, no matter what the amount, when the parties agreed to submit to that court; and that the district registrars should be at once attached to the county courts. To the principle of compensation to the proctors he was opposed. Whether the compensation was charged on the fee fund or not, it must come from the pockets of the public. On a former occasion the proctors expressed themselves willing to accept the Bill if they were allowed to retain the common form business for ten years, but the present Bill gave it to them for ever. Therefore, he trusted the noble Lord would not listen to the claims urged on him, but adhere to the principle he had already adopted, and carry the Bill as it now stood.

The SOLICITOR-GENERAL congratulated the House and the country on the prospect of at length passing this Bill. Mr. Collier did not deny that this Bill would get rid of the evils complained of, but contended it would not do so in the best manner, and referred to the course proposed by him (the Solicitor-General) of transferring the jurisdiction to the common law courts. He certainly would be glad if such a measure could be carried, but he must remind his hon. friend that the objections entertained to that course were so strong that the Bill had never been allowed to come to a second reading.

Mr. HEADLAM spoke in favour of the Bill, and observed that two of the greatest objections to former measures had been got rid of—centralisation, and throwing the decision of the validity of wills into the Court of Chancery. He thought the proctors of York stood in a different position from the proctors of London, and that their case was deserving of consideration.

Mr. CAIRNS said, that, although this was not the proper time to discuss the details of the measure, the distinction between its principle and details was so fine, that he thought it necessary to throw out some suggestions for the consideration of the Attorney-General in future stages. One point to which he would call his attention was that of a contentious litigation. The Bill provided, that, in every case in which the heir-at-law disputed a will, the matter was to be withdrawn from the judge of probate and sent as an issue into the courts of common law. One of the greatest evils at the present time was the handing of a case from one court to another, and that might be avoided in the case of the new court, if the decision of the jury were obtained under the direction of the judge of probate, who would be peculiarly fitted to direct a jury in such matters. With regard to appeals: Under the Bill the appeal was to be, not to the Judicial Committee of Privy Council as at present, but to the Judicial Committee at stage No. 1, and by that court to the House of Lords at stage No. 2. During the last Parliament a discussion took place respecting the appellate jurisdiction of the House of Lords, and he was not aware that anything had been done substantially to remedy the complaints against that tribunal. What ground, then, could exist for transferring the appellate jurisdiction from one which had hitherto given satisfaction? Then, again, the contentious business was to be decided in small cases by the county courts, but the Bill contained this singular provision, that the appeal was to be to the courts of common law—thus multiplying courts of appeal, and giving rise to differences of decision—when the appeal ought to be to the Court of Probate. He thought a serious question would arise upon that part of the Bill which related to country districts. The proposition was to create forty-one country districts for the proof and registration of wills where the property was under £1,500. It would, therefore, be necessary to provide forty-one substantial fire-proof buildings, and an efficient staff for each; and he confessed he did not think the advantage at all commensurate with the expense. The Bill provided, that, on any person making an affidavit that the deceased had usually resided in a particular district, the will was to be proved there, and the affidavit become conclusive. The person who obtained probate on such affidavit might at once proceed to London, and transfer any stock which stood in the name of the deceased. But if a person wanted to lodge a caveat against the proof of such a will, how was he to do it? If the caveat was to be entered at the central court, and sent into the district, some method ought to be devised by which, upon such entry, the country court should be immediately (*e. g.* by electric telegraph) apprised of it. He would submit to the Attorney-General whether it would not be better to bring up the original wills to the central office, and preserve copies in the districts, than to have the original documents scattered over forty-one buildings throughout the country. The question of compensation was one of extreme difficulty. The Attorney-General, who considered the principle of compensation altogether vicious, said that it was absurd to talk of it when there would be nothing but an alteration in the practice and rules. The learned gentleman must have greatly changed his opinion on that point, for his name was appended to the Report of the Commission which stated that compensation should be made to the proctors if their business was thrown open. [The ATTORNEY-GENERAL said, he proposed to give the proctors what, by their evidence before the Commissioners, they said would be sufficient—the common form business.] The proctors would be content to give up the contentious business if the common form business was left untouched and unaltered; but this Bill proposed to take away from the central court the common form business with regard to all estates under the value of £1,500. The question then arose, whether there was not a case for compensation. In conclusion he would again urge on the Government the propriety of reconsidering the points to which he had directed their attention.

Mr. AYRTON thought the Government ought to place on the table a statement of the public moneys that would be dealt with by this measure, an estimate of the expenditure, whether arising from the creation of new offices or compensation for those to be abolished, and also a statement of the amount which the proctors would be likely to lose, in order to guard against injustice being done. He objected to the principle of compensation; but when he looked at the clause which had been inserted for the benefit of Lord Canterbury, he thought it would be a great scandal if a whole class of industrious individuals should be deprived of their income without compensation, when a nobleman, who had

only the expectation of office, was to receive an annuity for life equal to the emoluments of that office which he had never held.

Mr. NAPIER thought the principle of compensation just, but it depended on the particular case. His own feeling was, that the proctors had a claim for compensation.

Mr. W. H. ADAMS hoped the Attorney-General would reconsider the question of compensation. In committee he should be disposed to take the sense of the House as to the Admiralty jurisdiction being transferred to the new court, which he thought ought to be vested in a court of common law.

Mr. WALPOLE agreed in the principle of the Bill, and considered it the best adjustment of a difficult question. He thought, however, the Court should have power to determine every question connected with testamentary jurisdiction, and that to prevent varieties of rules and decisions in the district courts there should be one court of appeal.

The Bill was then read a second time.

FRAUDULENT TRUSTEES, &C., BILL.

On clause 1, Mr. ROLT moved to leave out "property," and insert "estate or interest in land of any tenure, or of any share or interest in any public stock or fund, whether of this kingdom, or of Great Britain, or of Ireland, or of any foreign state, or in any stock or fund of any body corporate, company, or society, or of any security for money whatsoever, or of any chattel." The clause as it stood would have a tendency to prevent persons of character and position from accepting the office of trustee, and the object of the amendment, with another which he intended to propose, was to diminish that tendency. He distinguished between the case of a trustee who applied money to his own use, and one who sold stock or chattel property. In the former case, a man was only criminally insolvent, and could be dealt with by the bankruptcy and insolvency laws, while in the latter his offence partook of the nature of larceny; and he contended that the punishment provided by the Bill ought not to be extended indifferently to both classes of offence. Then the evidence to prove intent to defraud would be very difficult to obtain. There might be circumstances in which a person possessing trust money might, from want of knowledge, commit a breach of trust; and if he innocently stopped payment, he would be liable under this Bill. The trustee who had money in his hands, and did not pay it, was not more than criminally insolvent, and differed from a man who dealt fraudulently with stock. If the amendment was agreed to, it would be possible to strike at those cases of offences of the highest class, while it would exempt those who, though criminal, were yet criminal in a sense different from the other. In legislating on this subject it was well to consider, that, though legislation could do much, it could not do all, and the public must be taught that the greatest safeguard in these matters was the simplicity of the trusts they created, and the trustworthiness of those whom they selected to execute duties, the essence of which was confidence.

The ATTORNEY-GENERAL said, that, in the general tendency of the observations of his learned friend, he concurred; but with regard to the immediate point, which was the substitution of particular for general words which would include every description of property, he could not concur. How impossible was it to say, that, if a trustee took money only, he incurred a debt, and that a trustee who took stock, or any other security, and turned it into money, and used it for his own purposes, committed a crime. If you left out the word "money," the most painful instances of fraudulent robbery would escape punishment, for he hoped that the Bill would reach numerous cases in which small sums passed into the hands of fraudulent trustees, and were used by them. He desired not to interfere with the relations of trustee and *cestui que trust*, but here there was nothing to frighten the most nervous man; for no one could by possibility come within the scope of the Bill unless he wilfully appropriated to his own use the property of a person whom he was bound to protect.

Mr. HEADLAM said, that the whole clause and the extension of the criminal law which it caused, would be productive of infinitely more mischief than good. There might be cases in which a perfectly honest trustee or guardian might innocently get into such a position as to throw on him at least the onus of proof that he was not liable to a criminal charge, and to a penalty of seven years' penal servitude. What effect would not this have on other persons who became aware of it? Would they not decline to undertake trusteeship when the fact of their being unable to deal with a complicated trust would throw this responsibility and danger upon them? He believed the number of cases which would come into court under this Bill would be exceedingly small, for in most cases the offending trustee was a relative whom the family would be unwilling to indict.

Mr. Serjt. KINGLAKE doubted whether the words "with intent to defraud" were a sufficient restriction on the clause. The question as to such an intention was one of the most difficult which could be submitted to a jury. He objected to the provision made in the 12th clause of the Bill, that no criminal proceeding should be commenced without the consent of a judge or of the Attorney-General, because, under that clause, the prosecution would depend upon an ex parte affidavit. It would be much better that the operation of the Act should be limited to frauds which became apparent in the course of some civil proceeding.

Mr. BARROW said, that, from long experience of trustees in the lower ranks of society, he was quite satisfied that this Act would operate most injuriously upon the interests of the widows and orphans of those classes on whose behalf the Attorney-General had appealed to the House. The Attorney-General had said, that, if a gentleman mixed trust funds with his own money at his banker's, and afterwards overdrew his account, but was able to pay the money when it was wanted, he would not be liable to a prosecution under this Act; but surely in such a case the offence had been completed, and the subsequent repayment of the money would not prevent its being an offence.

Mr. NAPIER said that the objections which had been raised to the Bill ought to have been taken on the second reading, because they attacked its entire principle. The essence of the crime was the intent to defraud; and that was only such a question as was ordinarily submitted to a jury—as, for instance, in the case of a person tried for intent to murder, which was itself a capital offence. In such cases the whole question was as to the intent. The essence of the criminal law was the intent, and the clause was intended to bring within the operation of the criminal law a class of offences which had hitherto escaped.

Mr. AYRTON suggested that words should be inserted to make it clear that a man should not be convicted simply for offences which a court of equity might deem fraud, but which a jury, upon a review of the whole facts of the case, might not think of so deep a dye.

Mr. WIGRAM said, that, if the clause were meant to apply to persons who were guilty of the offence of appropriating to their own use property which was not their own—in other words, of embezzlement—he did not care how large its words were; but, as that was not quite clear, he hoped that the Attorney-General would state whether the clause was meant to apply to that class of offences only, or was to extend to cases where persons appropriated property to other persons' use.

The ATTORNEY-GENERAL said the question would be best answered by putting this case: that if a person were, on his son's marriage, to transfer to him stock of which he was trustee, that would not be an appropriation to his own use, but to the use of some other person; still it would be a fraudulent appropriation, and one which would go unpunished unless the words which he had proposed were inserted in the clause.

Mr. CAIRNS said that would be met by the words to be found further on in the clause—"otherwise dispose of or destroy such property."

Mr. ROLT replied, he was desirous that a sufficiently severe punishment should be imposed to prevent the commission of crime, but he was unwilling to commingle offences of different characters and classes. He would, therefore, press his amendment.

The gallery was then cleared, but the amendment was negatived without a division.

Mr. BLAKE moved that after the word "person," in line 9, the words "or for any public or charitable purpose" be inserted.

The ATTORNEY-GENERAL was ready to assent to the amendment. He would also endeavour to carry out Mr. Rolt's object by inserting after the word "appropriate," the words "the same or any part thereof," and to omit the words "or the use of any person other than the person entitled thereto." The clause, with the amendments, would then stand as follows:—"If any person being a trustee of any property for the benefit, either wholly or partially, of some other person, or for any public or charitable purpose, shall, with intent to defraud, convert or appropriate the same, or any part thereof, to or for his own use or purposes, or shall, with the intent aforesaid, otherwise dispose of or destroy such property, or any part thereof, he shall be guilty of a misdemeanor."

On the motion that the clause as amended stand part of the Bill, Mr. WALPOLE said, he quite agreed with the views generally taken in reference to this clause, but he wished to suggest that

the clause, as it stood, did not sufficiently distinguish between an actual and an implied trustee. The consequence might be that a man, who was not really aware that he had all the duties of a trustee cast upon him, might be liable to be indicted under this clause. He suggested that the word "trustee" ought to be more clearly limited and defined.

The ATTORNEY-GENERAL said he would consider the suggestion.

The clause was agreed to.

On clause 2, which refers to bankers, &c., possessed as such of property, fraudulently selling, &c.,

Mr. HENLEY asked, supposing a man put £1,000 into a banker's hands in the ordinary way, expecting to get it back again when he wanted it, and the banker, as was usual in such cases, applied the money in any way he liked while it was in his possession, what constituted in that case the act of fraud?

The ATTORNEY-GENERAL said, if a person left money in a banker's hands in the ordinary way, that money was in law a loan from the customer to the banker, and there would be no fraud, though the borrower, when the customer asked for his money, should be unable to meet the debt. But if the money were deposited on the understanding that it should be applied in a particular way, and that was not done, that was a case of fraud.

Mr. HENLEY wished to know what were the circumstances under which a banker might apply money to his own use? and what was it that constituted a fraud when he did so?

The ATTORNEY-GENERAL said, if he took a bag of money tied at the mouth to a banker, and desired him to keep it for him, and the banker cut open the bag and took out the money, he would be applying it to his own use, and came within the meaning of the clause. The difference lay between money lent in the ordinary way and money deposited. If he packed twelve bills of exchange in a parcel and deposited them with a banker to be kept by him, he would be guilty of a misdemeanor if he appropriated those bills.

In answer to a further question from Mr. Henley,

The ATTORNEY-GENERAL said, the words of the clause as it stood would not interfere with any of the ordinary transactions of trade; neither would they interfere with anything that might be wrongfully done, if it was not done with intent to defraud. It would apply to transactions that were wrongfully done by the banker, and to which the law would attach the character of being done with intent to defraud.

Mr. AYRTON read a clause in the Bankers Act (7 & 8 Geo. 4), to show that the offence to which the clause related was already an offence. He thought the terms of that clause more clear and explicit than the terms of the clause in this Bill, and suggested that they should either repeal the existing law or make some reference to it.

The ATTORNEY-GENERAL said, the clauses in the Bankers Act were limited entirely to cases where directions were given in writing, and where the property was specially intrusted to a banker. In this clause the language had been most carefully selected to meet the case of a banker "who becomes possessed of the property of another person," and was much more comprehensive than the language of the clause in 7 & 8 Geo. 4, in order to include a large class of offences which, under the interpretation put upon that Act, escaped punishment.

Mr. HENLEY suggested that it would be better to state distinctly that it should be no longer necessary to prove that the directions were in writing. How could it be shown that this clause would not include every case of payment of money into the hands of a banker? The words seemed to him to be too general.

Mr. NAPIER explained that the clause could not include ordinary payments of money over the counter, because in such cases the property changed owners. The moment the money was handed over it became the property of the banker, and he could not be said to be "possessed of the property of another person."

Mr. MALINS said the distinction between the two cases was obvious enough. If £1,000 were deposited, the property passed to the banker; but the deposit of £1,000 worth of Exchequer Bills would be a different case; that would come within the meaning of this clause, but the first would not.

Mr. CAIRNS said, the Attorney-General had explained that money lodged with a banker became his property, and a debt due to the customer. Now, the interpretation clause said, that the word "property" should include debt, and therefore the banker who appropriated deposits to his own use would render himself liable to the penalty imposed by the present Bill.

Mr. GURNEY asked whether, supposing a banker fraudulently negotiated a bill lodged with him for collection before it arrived at maturity, and appropriated the proceeds to his own use, he would render himself liable to the penalty imposed by the Bill?

Mr. GRIFFITH, in order to meet the difficulty, suggested the insertion, after the word "property," of the qualifying phrase, "not being money on current account."

Mr. J. D. FITZGERALD, replying to Mr. CAIRNS, said, that, if the money deposited with a banker became a debt due to his customer, he could not understand how the banker could appropriate a debt he owed. A banker who negotiated a bill lodged with him under the circumstances stated by Mr. GURNEY, intending to defraud the depositor, would undoubtedly fall within the 2nd section of the Bill.

Mr. WALPOLE would suppose that a banker received from his customer £1,000 across the counter, knowing that he was to break at the end of that day. He would also suppose that he appropriated that £1,000 to his own use, and stopped payment on the following day. The question he wished to ask was, whether the reception of the money and the appropriation of it to his own use would or would not be an offence within the meaning of the Bill?

The ATTORNEY-GENERAL replied that it would not. The offence of the banker in the case supposed would consist in the concealment of his insolvency, but that concealment was not described as a crime within the meaning of the Bill.

The clause as amended was agreed to.

The CHAIRMAN was then ordered to report progress.

ELECTION PETITIONS BILL.

Mr. ADDERLEY moved the second reading of this Bill. He said, the Bill was brought in to check the practice of wholesale fraudulent election petitions, which, under cover of the privileges of the House, contained a number of roving, loose accusations made by low attorneys and agents, who knew that there was no truth in the allegations, and that they were in fact baseless slanders. The provisions of the present Bill were drawn by Mr. Rickards some years ago, under the eye, and with the approval of the late Speaker; and yet, with such a grievance and scandal, the Attorney-General was prepared to object to the second reading of the Bill. He saw who was at the bottom of this opposition; it was Mr. Coppock himself. He would notoriously be injured by this Bill, but the character of the House would be sustained by the attempt to remedy such an abuse as now existed.

The ATTORNEY-GENERAL heartily concurred in the object contemplated, but did not think the provisions proposed would tend to promote it. Indeed, the silly machinery by which it was sought to carry out that object would only make the House the laughing stock of the world. He moved the adjournment of the debate.

This motion was afterwards withdrawn, and the second reading fixed for Monday next.

Monday, June 29.

MARRIED WOMEN'S REVERSIONARY INTEREST BILL.

This Bill was read a third time and passed.

ELECTIONS PETITION BILL.

Mr. ADDERLEY moved the second reading of this Bill, the object of which, he said, was to prevent collusive presentations and withdrawals of election petitions. It had five clauses: the first and fifth of which contained one provision; and the second, third, and fourth another. The first provision was, that an affidavit should be taken by every petitioner and his agent, both on presenting and withdrawing a petition, that, in their belief, there were good grounds for so doing. The second provision was, that no election petition should be withdrawn without the leave of the House. In exceptional cases the House might refer the petition to the examiners of recognisances to make inquiry as to the grounds of withdrawal, and on his report might refer all the petitions which he thought should not be withdrawn to one select committee. It was objected that the Bill would lead to an unnecessary multiplication of oaths, but the affidavit proposed to be taken was the same that was already taken in courts of law—viz. an affidavit of merits. With regard to the second part of the Bill, it was objected that the House ought not to delegate its functions to any officer; but, in point of fact, that functionary had only to report, the House being at liberty to take what course it pleased in the matter.

The CHANCELLOR OF THE EXCHEQUER did not think the House would be justified in going into committee on the Bill, unless there was some prospect of moulding it into an unobjectionable shape, of which he saw little probability. The security

afforded by affidavit would be worth nothing; for these oaths would come to be taken just as a matter of course. The next part of the Bill seemed to be still more objectionable. At present, a petitioner was allowed to withdraw his petition, which on the whole was favourable to the member petitioned against; but the third clause proposed that he should not be allowed to withdraw it without the consent of the House; and that if the House refused the permission, then the petitioner should be compelled to prosecute the petition at his own expense. What success could be expected from a petition prosecuted by a reluctant petitioner at his own expense and against his will? The effect of the Bill would be to leave the practice just as it was at present; and therefore he moved that the Bill be read a second time that day three months.

Mr. MALINS asked whether, it being admitted that election petitions were grossly abused, such a state of things ought to be allowed to continue unchecked. He thought, where a man made charges against a member of that House, he ought to be prepared to swear to their truth. It was not a new principle to require parties to swear to their belief in the charges they made, as in the Court of Chancery there were some bills which could not be filed without such affidavit. The right hon. gentleman had said there would be great inconvenience to the House in requiring its sanction to the withdrawal of petitions; but there was no necessity that such sanction should be given by the whole House. There might be a standing committee for that purpose. He believed the Bill would be eminently useful in preserving the dignity of the House, in suppressing unjust charges, and in preventing the gross jobbery of Parliamentary agents.

Mr. WYLD had reason to complain of the loose state of the law on this subject. A person presented a petition against his return, but shortly afterwards withdrew it, his only object being to use the Parliamentary petition machinery as a means of advertising himself as a boot and shoe maker.

The Bill was read a second time.

Tuesday, June 30.

REGISTRATION OF TITLES.

In answer to Mr. GREER,

The ATTORNEY-GENERAL said, that the report of the Commissioners appointed to consider the subject of the registration of titles to property in land was not presented to her Majesty until four or five weeks ago. It was thought desirable that that report should be circulated, and that the criticisms of the profession thereon should be obtained, before steps were taken to embody the recommendations of the Commissioners in a Bill. He trusted, however, that there would still be time to bring in a Bill in accordance with the Report of the Commissioners, before Parliament was prorogued, not for discussion in the present session, but to lie on the table for consideration until next year.

Thursday, July 3.

THE STATUTE LAW COMMISSION.

Mr. LOCKE KING rose to call attention to the large sums of public money which have been expended by the Criminal and Statute Law Commissioners without the consolidation of any branch of the criminal or statute law; and moved "that an humble address be presented to her Majesty, praying her Majesty to dispense with the present Statute Law Commission."

Sir F. KELLY defended the Commission, and said that there was no reason to doubt, that, in some eighteen months or two years from this time, the whole statute law of England—and he hoped he might add of Ireland and Scotland—would be completely consolidated.

Mr. NAPIER considered that no good would be effected until the Department of Justice was established.

The ATTORNEY-GENERAL said, there was no subject on which he felt more anxious, or on which he held himself more pledged, than with regard to the undertaking entered into by the Government to carry out the formation of a Department of Public Justice. He had prepared plans with considerable care for that object, great part of which were now undergoing examination by her Majesty's Government. He hoped that the scheme would be sufficiently matured to be made public before the end of the session.

Lord J. RUSSELL was willing to give the Government further time to proceed with this Statute Law Commission. With regard to the Department of Public Justice, he thought it would be attended with considerable expense to the country, but that might be saved by abolishing that useless office, the Lord-Lieutenancy of Ireland.

After a few words from Mr. HADFIELD, condemnatory of the unsatisfactory state of the law, the motion was negatived.

ATTORNEYS AND SOLICITORS (COLONIAL COURTS) BILL.

This Bill was read a second time.

SUMMARY PROCEEDINGS BEFORE JUSTICES OF THE PEACE BILL.

On the motion of Mr. MASSEY, this Bill was read a second time.

MUNICIPAL CORPORATIONS BILL.

This Bill was also read a second time, on the motion of Mr. MASSEY.

PRIVATE BILLS.—(*From a Correspondent*).

The sudden rejection of the Nene Valley Drainage Bill—the consideration of which promised to outrun the period allowed for second reading in the Lords—and the conclusion of the Mersey Conservancy Case by the Liverpool Committee, may be said to have wound up the private business.

Sir James Graham's elaborate decision on the Mersey Bill clearly shows, that, however unpalatable the result may be to the Corporation of Liverpool, the Committee have fully grappled with all the facts and intricacies of the case. As the decision amounts to the confiscation of a great part of the revenues of one of the oldest corporations in the world, we will give the heads of it:—Sir James stated that the opinion of the Committee was, that the House of Commons had recognised the principle of the Bill by passing the second reading; that it was the opinion of the Committee that the docks should be vested in some public body; that the rates and dues arising from shipping should be spent on improvement of the port, and not on the town of Liverpool; they further decided, that the qualification of trustees of the interests of the port should be payment of shipping dues and a residence within ten miles of Liverpool; that this qualification should not apply to those trustees who should be appointed Conservators of the Mersey; that the Birkenhead Dock Estate should be transferred to the Dock Trust, together with the powers for execution of works already authorised, and the debts of that body. This memorable struggle, in which the Committee have dealt with and sifted the evidence of eleven years given before Parliament, has been principally occasioned by the Manchester party. The quarrel between Manchester and Liverpool for many years has been, that Manchester imports and exports at Liverpool, which have formed a considerable portion of the commerce of that port, have been heavily taxed for payment of dues which have been expended on the town of Liverpool. The Corporation of Liverpool are not likely to give up their rights, and, what is of much more importance, £100,000 per annum—at which figure they place their loss—without another shot; so Sir James Graham's decision will probably have to pass through the fire at every stage in Lords and Commons.

The East Kent Company had a farewell contest with the South-Eastern Railway Company on the third reading of their Bill in the Commons, without success. The House, after a long discussion, passed the Bill without a division.

The Bills are fast accumulating in the House of Lords, and the opposed Committees will shortly be taken.

ELECTION COMMITTEES.—(*From a Correspondent.*)

The first six Election Committees commenced their sittings on the Friday and Saturday of last week respectively. As a general rule, one case is pretty much the same as another, being nothing more than the oft-told tale of the swindling, perjury, and dishonesty which are peculiar to our constituencies, and which, like the cholera, or any other epidemic, come upon us periodically. There are, however, some novel features in the present session, particularly in the Pontefract case, in which Mr. Oliveira, the late member, is one of the petitioners against the present member, on the ground of *bribery* and *corruption*. Mr. Oliveira was the first witness, and, in order to prove his case, gave the committee a history of his own election in 1852, stating that he paid £6,000 to get into Parliament, about £4,000 previously to taking his seat, and subsequently £2,000, to compromise with parties who had petitioned against him. There was a distinct understanding that he was to have a "quasi return-ticket," or, in other words, be returned this time for nothing; but Mr. Oliveira was credulous, and the people of Pontefract had itching palms, "*hinc illæ lachrymæ*." Mrs. Oliveira appeared in the box, and gave an account of her stewardship as her husband's agent.

Friday, 6 P.M.—The Pontefract committee had decided in favour of the sitting member, and counsel were addressing the committee in support of a report that Mr. Oliveira's petition was frivolous and vexatious.

MAYO.—The Mayo petition possibly stands first on the list in

a political point of view, as the question at issue discloses the story of a split in the Roman Catholic camp in Ireland. Col. Higgins, the late, and now unsuccessful, member, belongs to one of the first Roman Catholic families in Ireland, and is a repudiator of the ultra-montane school. Hence the wrath of Father Conway, who, from the evidence, appears to have conducted the election, and not content with cursing the Colonel at the altar, and informing his congregation that he would sooner vote for a certain person, who shall be nameless, than for Higgins, headed an onslaught on the Colonel, and on other of the voters proceeding to the poll. The greatest excitement was manifested on Thursday and Friday pending the examination of the titular Archbishop of Tuam, Dr. M'Hale, whose memory displayed the most wonderful powers of retention and of forgetfulness, according to the questions put to him. The case is likely to last some time longer. The case of the petitioners was concluded yesterday, Friday.

TEWKESBURY.—The committee met yesterday (Friday) hereon, and made short work of it. They sat at eleven, and finished the case—one of bribery and corruption—in the course of the day, by seating the present member, Mr. Martin.

The WAREHAM case was decided by the committee reporting two cases of bribery by the sitting member's agent, and one case of a voter being sent away; in all they struck off eight votes, but decided that Mr. Calcraft was duly elected, inasmuch as the acts of bribery were not proved to have come to his knowledge.

The ROCHDALE case lost some of its interest, owing to the excitement caused by the Secret Committee on Mr. Newal's petition relating to the "spiriting away" of witnesses. Much evidence of the usual kind was gone into, which does not reflect any credit on the enlightened constituents, as the committee reported three cases of bribery, and added to their report "that the evidence was so contradictory and unsatisfactory, that the committee feel that very little reliance can be placed upon it." In the Rochdale case, as in the Wareham, the committee have reported that no evidence was given which could fix the sitting member with knowledge of the bribery; so the hon. member, Sir A. Ramsay, remains undisturbed.

MARLBOROUGH.—The committee decided in this case that Mr. Baring is duly qualified to serve. The objection taken was, that the sitting member was a shareholder in a joint-stock company (the Royal British Bank), against which judgments to the amount of £70,000 were registered, and for which he was legally liable. The committee decided in favour of Mr. Baring's qualification.

Birth, Marriages, and Deaths.

BIRTHS.

ABRAHAMS—On June 25, at 27 Oxford-terrace, Hyde-park, the wife of Michael Abrahams, Esq., Solicitor, of a daughter, stillborn.

BOWER—On June 25, at Mecklenburg-street, Mecklenburg-square, the wife of Mr. A. P. Bower, of a daughter.

DAVIES—On July 2, at 3 Dartmouth-villas, Forest-hill, the wife of Henry Davies, Esq., of 22 Buckingham-street, Strand, Solicitor, of a daughter.

HOOPER—On June 27, at 18 Bedford-circus, Exeter, the wife of Henry Wilcocks Hooper, Esq., Solicitor, of a daughter.

JONES—On June 25, the wife of Mr. Richard Jones, of Chester-place, Kennington, and St. Martin's-lane, Solicitor, of a son.

MARRIAGES.

COMBS—PHILCOX—On June 23, at the parish church, Burwash, Sussex, by the Rev. J. Gould, rector, assisted by the Rev. G. L. Towers, James W. Combs, Esq., surgeon, Burwash, youngest son of J. H. Combs, Esq., of Laurence Pountney-hill, London, to Louisa, only daughter of James Philcox, Esq., Solicitor, Burwash.

DEATHS.

GILBERT—On June 14, of disease of the heart, at his residence, Kentish-town, Mr. Edward Webb Gilbert, compiler of "Law Costs," in his 64th year.

OSBORNE—On June 5, after a severe illness, at his residence, in Otterville, Canada West, deeply regretted and respected by all who knew him, William P. Osborne, Esq., Solicitor, late of the firm of Wilson and Osborne, Solicitors, Simcoe, where his remains were interred on the Monday following, aged 37.

SABEN—On June 28, Bertram, infant son of Henry Saben, Esq., of Fenton, in the county of Stafford.

WALMISLEY—On June 29, at Bromley, Kent, Miss Elizabeth Walmisley, eldest daughter of the late William Walmisley, Esq., one of the Chief Clerks of the House of Lords.

WHITE—On June 22, at Doneralle, county of Cork, after a lingering illness, James Grove, the beloved child of Charles T. White, Esq., Barrister-at-law, in her 6th year.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARCHARD, JOSEPH HENRY, Putney, Surrey, Esq., and HENRY LEWIS SMALE, Doctors'-commons, Esq., £68 : 7 : 3 New 3 per Cents.—Claimed by HENRY LEWIS SMALE, the survivor.

BROOKE, Rev. JOHN KENWARD SHAW, Eltham, Kent, and EDWARD WARNER, Rood-la., Esq., £50 Consols.—Claimed by EDWARD FITZHERBERT GRANT, and GEORGE WARNER, acting executors of EDWARD WARNER, the survivor.

BROWN, Rev. THOMAS, Connington, Cambridge, CHRISTOPHER PEMBERTON, Cambridge, Solicitor, and ELIZABETH ANN HATTON, Hertford, spinster, £333 : 6 : 8 Reduced.—Claimed by CHRISTOPHER ROBERT PEMBERTON and Rev. STANLEY PEMBERTON, acting surviving executors of CHRISTOPHER PEMBERTON, deceased, the survivor.

CALTHORPE, Right Hon. GEORGE, Lord Hon. FREDERICK GOUGH CALTHORPE, FREDERICK HENRY WILLIAM GOUGH CALTHORPE, and AUGUSTUS CHOLMONDELEY GOUGH CALTHORPE, all of Elvetham, Hants, £700 Old South Sea Annuities.—Claimed by Right Hon. FREDERICK Lord CALTHORPE (formerly FREDERICK GOUGH CALTHORPE), FREDERICK HENRY WILLIAM GOUGH CALTHORPE, and AUGUSTUS CHOLMONDELEY GOUGH CALTHORPE, the survivors.

GILSON, SAMUEL, Portman-square, servant to the Earl of BEVERLEY, £138 : 6 : 2 Consols.—Claimed by SAMUEL GILSON.

HONYWOOD, WILLIAM, Isleworth-house, Middlesex, Esq., and JOHN WILKINSON, of Lincoln's-inn, Gent., deceased, £31 : 15 : 7 New 3 per Cents.—Claimed by WILLIAM HONYWOOD, the survivor.

JOYCE, SARAH, Titchfield, Hants, spinster, £343 : 11 : 11 New 3 per Cents.—Claimed by JAMES JOYCE, administrator.

MONSON, THOMAS, Hon. and Rev., Bedale, Yorkshire, and TIMOTHY HUTTON, Clifton Castle, Bedale, Esq., £190 Consols.—Claimed by TIMOTHY HUTTON, the survivor.

PEEL, JOHN, Burton-upon-Trent, Staffordshire, Esq., £20 : 19 : 3 New 3 per Cents.—Claimed by JOHN PEEL, acting executor.

PONSONBY, Right Hon. FREDERICK, Earl of BESSBOROUGH, and Right Hon LAURENCE, Earl of ZETLAND, £552 : 3 : 9 Consols.—Claimed by Right Hon. JOHN GEORGE BRABAZON PONSONBY, Earl of BESSBOROUGH, administrator de bonis non of Right Hon. FREDERICK PONSONBY, Earl of BESSBOROUGH, the survivor, deceased.

Money Market.

CITY, FRIDAY EVENING.

The English Funds and the Money Market have been less disturbed than was expected by the disastrous intelligence from Bengal. The demand for money is more easy at the conclusion of the week than at the beginning, and is well supplied. The fluctuation in the English Funds during the month of June has been rather less than one per Cent. The French 3 per Cents. suffered gradual and material depression on Monday, Tuesday, and Wednesday, since which a recovery has taken place. In other important Foreign Securities the fluctuation has been very small. The meeting of the Directors of the Bank of England yesterday closed without any alteration taking place in the rate of discount, by which the expectations entertained in many quarters were disappointed. Notice is issued that payment to the public of the July dividends at the Bank, and of the life annuities at the National Debt Office will commence on Wednesday next. From the Bank of England return for the week ending the 27th June, 1857, which we give below, it appears that the amount of notes in circulation is £19,142,700, being an increase of £338,875, and the stock of bullion in both departments is £11,378,872, showing an increase of £206,010 when compared with the previous return.

The total amount of silver expected to be shipped to India and China by the mail of to-morrow from London and Marseilles is £1,000,000. As the East India Company have lowered their rate of premium on Bills, the demand for specie is likely to become less active. Other measures, causing a large outlay here on East India account, have a similar tendency.

The monthly returns of the Board of Trade show again a wonderfully large increase. The increase in the declared value of exports for the month of May, compared with the corresponding month of the year 1856, is £2,648,904. The increase month by month is truly surprising, both in regularity and amount. The figures for the month, and for the five months ending with May, are as follows:—

DECLARED VALUE OF EXPORTS.

	Month of May.	Five Months.
	£	£
1855	8,049,246	34,943,737
1856	8,733,300	43,307,329
1857	11,382,204	50,195,541

Business continually increasing to such an extent, occasions an increasing demand for capital, and serves to explain and account for the demand for money. The largest augmentation is in cotton goods, next follow woollens, and then machinery and iron and steel.

The Manchester, Sheffield, and Lincolnshire Railway Company have made an arrangement in conjunction with the Great Northern Company, to open a new route from Manchester to London, *viâ* Sheffield, which threatens an active competition with the London and North Western Railway, the additional distance being no more than eight miles.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 27TH DAY OF JUNE, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,179,250	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,704,250
		Silver Bullion	...
	£25,179,250		£25,179,250

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,327,222
Rest	3,368,670	Other Securities	18,987,886
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	8,243,237	Notes	6,036,550
Other Deposits	9,184,352	Gold and Silver Coin	674,622
Seven day & other Bills	677,021		
	£36,026,280		£36,026,280

Dated the 2nd day of July, 1857 M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	212½ 13	214 12½	...	213½	213	213½
3 per Cent. Red. Ann.	92½ ⅛ ¼	92⅝ ½ ⅝	92⅝ ½ ⅛	92½ ⅝	92⅝ ⅝ ½	92⅝
3 per Cent. Cons. Ann.	shut	shut	shut	shut	shut	shut
New 3 per Cent. Ann.	92½ ⅝	92⅝ ½ ⅝	92⅝ ½ ⅝	92⅝ ½ ⅝	92½ ⅝ ⅝	92⅝
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2 7-16	...	2⅛	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	18 1-16	...	18⅛	18 1-16	18 1-16
India Stock	...	...	...	...	...	...
India Bonds (£1,000)	...	7s. dis.	...	...	12s. dis.	...
Do. (under £1,000)	10s. dis.	5s. dis.	...	...	...	6s. dis.
Exch. Bills (£1,000) Mar.	8s. dis.	3s. dis.	2s. dis.	6s. dis.	1s. dis.	par
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	5s. dis.	10s. dis.	...	6s. dis.	1s. dis.	par
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	8s. dis.	2s. dis.	...	6s. dis.	5s. dis.	par
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	98⅛	...	98⅞ ⅛	98⅞ ⅛	...	...
Exch. Bonds, 1859, 3½ per Cent.	...	...	98⅛	98⅞	...	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	3
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	92
Caledonian	74⅝	...	...	...	74⅞	75⅛
Chester and Holyhead	...	...	...	...	36	...
East Anglian	19⅝	...	...	20⅛	...	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	...	97⅛	...
Edinburgh and Glasgow	...	...	...	...	...	...
Edin., Perth. & Dundee	34⅜ ⅝	...	34⅛	34⅝ ⅛	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	99¼ 8⅛	...	99	...	99	99⅛
Gt. South & West. (Ire.)	104⅜	...	...	...	...	104⅜
Great Western	64⅛ ⅛	64⅛	64⅜ ⅛	...	65 4⅝	64⅛
Lancashire & Yorkshire	100	100¼ ¼	100⅝ ⅛	100¼	100⅛	100⅝
Lon., Brighton, & S. Coast	...	113⅛	...	...	112½ 13	...
London & North Western	103⅛ ⅝	103⅛ 3	103⅛ ⅝	102⅞ ⅛	103⅝ ⅛	103⅝
London and S. Western	101⅛ ⅛	...	102	101⅛ 2	102	102
Man., Shef., and Lincoln	43⅝ 4	44⅛	44⅛	44⅛ 4	44⅝	45
Midland	83⅜ ⅛	83⅛ ⅛	83⅜	83⅛ ⅝	83⅝	83⅞
Norfolk	...	...	...	63	...	...
North British	43	43½	...	...	...	...
North Eastern (Berwick)	92	92 1⅛	92	91⅛	92⅛	92⅝
North London	...	...	97⅛	...	...	...
Oxford, Worc. & Wolv.	32⅛ 3	...	...	33⅛	...	34
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	24⅝	...	...	25½	...	...
Shropshire Union	...	49	...	...	48½	...
South-Eastern	...	75	74⅛ ⅝	...	74⅛ ⅛	74⅝
South-Wales	89⅛	...	89⅛	89⅛	...	89⅛

London Gazettes.

NEW MEMBER OF PARLIAMENT.

FRIDAY, *July* 3, 1857.

County of Banff.—Lachlan Duff Gordon Esq., of Park, Co. Banff *vice* James, Earl of Fife.

PERPETUAL COMMISSIONER TO TAKE ACKNOWLEDGMENTS OF MARRIED WOMEN.

FRIDAY, *July* 3, 1857.

THOMAS ANDREWS, of Bagshot, Surrey. Gent.—*May* 22.

Bankrupts.

TUESDAY, *June* 30, 1857.

BATE, RICHARD, Wine and Spirit Merchant, Shrewsbury. July 13 and Aug. 3, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Pidcock, Worcester; or Watkins, Worcester; or E. & H. Wright, Birmingham. *Pet.* June 26.

BRAMWELL, JAMES, Grocer, Glossop, Derby. July 14 and Aug. 4, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Brooks & Marshall, Ashton-under-Lyne. *Pet.* June 23.

CAMERON, HUGH INNES, Sheep Salesman, 1 Hyde-pk.-gate, Kensington-gore. July 16, at 1.30, and Aug. 13, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Linklaters & Hackwood, 17 Size-la., Bucklersbury. *Pet.* June 23.

CROFTS, JOSEPH, Builder, Walsall. July 11 and 31, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Duignan & Hemmant, Walsall. *Pet.* June 25.

GOMER, RICHARD, Dealer in Fancy Goods, Castle-st., Dudley, Worcestershire. July 11 and 31, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass* Whitmore. *Sols.* Smith, Horsley-heath, Tipton; or Knight, Birmingham. *Pet.* June 27.

HOLLAND, HENRY, Builder, Leyland, Lancashire. July 16 and Aug. 6, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Stanton & Jones, Chorley; or Taylor, Manchester. *Pet.* June 25.

MARSDEN, ANTHONY, & WILLIAM MARSDEN (Marsden Bros.), Shawl and Mantle Warehousemen, High-st., Islington. July 15, at 12, and Aug. 10, at 1.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside; or Sole, Turner, & Turner, Aldermanbury. *Pet.* June 23.

MYCROFT, SAMUEL, Butcher, Worksop, Notts. July 11 and Aug. 8, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Broadhurst & Hodding, Worksop. *Pet.* June 27.

PRUDAY, THOMAS DANSON, Tavern-keeper, Clanricarde Tavern, 3 and 7 Rupert-st., Haymarket (carrying on business with Charles Thomas Moon at the same place). July 14, at 1.30, and Aug. 5, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* June 26.

SANSBURY, THOMAS STOYLES, Dealer in Hemp, 24 Mark-la., and Seething-la. July 10, at 2, and Aug. 14, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Lloyd & Rule, 26 Milk-st., Cheapside. *Pet.* June 26.

TIBBIT, WILLIAM HENRY, Oil and Colourman, 36 Old-st., St. Luke's. July 10 and Aug. 14, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Selby, 15 Coleman-st. *Pet.* June 24.

FRIDAY, *July* 3, 1857.

BEAUMONT, MATTHEW SHEARD, Corn and Flour Dealer, Huddersfield, Yorkshire. July 17 and Aug. 7, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Floyd & Learoyd, Huddersfield; or Bond & Barwick, Leeds. *Pet.* July 2.

BULLOCK, THOMAS, Grocer, late of Liphook, Bramsholt, Hants; now residing at Ripsley Farm, Trotton, Sussex. July 15 and Aug. 5, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Rogerson & Ford, 31 Lincoln's-inn-fields. *Pet.* June 27.

ELLISON, JOHN, Warehouseman, 56 Bread-st., Cheapside, and 75 Harley-st., Cavendish-sq. (where he has also used the name of John Endersöhn). July 14, at 2, and Aug. 12, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside. *Pet. for arrangement* June 23.

FAULKNER, CHARLES, Haberdasher, Birmingham. July 16, at 11.30, and Aug. 6, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Harding, Birmingham. *Pet.* July 2.

HILL, JOSEPH, Cordwainer, Chester. July 22, and Aug. 12, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Pemberton, 13 Cable-st., Liverpool. *Pet.* June 29.

HOLDEN, JOHN, Cotton Spinner, Belmont, near Bolton-le-Moors, Lancashire. July 21 and Aug. 24, at 12; Manchester, *Off. Ass.* Fraser. *Sols.* Cooper & Sons, Manchester. *Pet.* June 26.

HOLMES, THOMAS, Bookseller, 76 St. Paul's-churchyard. July 15 and Aug. 19, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols* Turnley & Luscombe, 38 Cannon-st., City. *Pet. for Arrangt.* June 12.

JENKINS, ROBERT, Farmer, Abergele, Denbighshire. July 13 and Aug. 10. at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Dodge, Liverpool. *Pet.* June 22.

JOHNSON, JOHN, Contractor and Ironfounder, Crook, Durham. July 10, at 11, and August 13, at 12; Royal Arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Hepple & Proud, Bishop Auckland; or Story, Newcastle-upon-Tyne. *Pet.* June 20.

M'NAUGHT, ROBERT, Lincndraper, Bushey-heath, Herts. July 16, at 2, and Aug. 14, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Lindus, 5 South-sq., Gray's-inn. *Pet.* July 1.

SPENCER, WILLIAM, Grocer, High-st., Holywell, Flintshire. July 17 and Aug. 7, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Eyton, Flint. *Pet.* June 30.

BANKRUPTCY ANNULLED.

FRIDAY, *July* 3, 1857.

COOK, THOMAS, Boot and Shoe Maker, Thorpe-le-Soken, Essex.

MEETINGS.

TUESDAY, *June* 30, 1857.

FOX, JOHN, Scrivener, Ashbourne, Derbyshire. July 28, at 10.30; Nottingham. *Com.* Balguy. *Choice of Assignee.*

HEGINBOTTOM, WILLIAM HOWARD, Hosier, Manchester. July 23, at 12; Manchester. *Com.* Skirrow. *Div.*

HOLDEN, JOHN, Money Scrivener, Liverpool. July 21, at 11; Liverpool. *Com.* Perry. *Dir.*

HORNER, THOMAS, House Decorator, 15 Hart-st., Bloomsbury. July 22 (and not 8th, as advertised in last Friday's *Gazette*), at 12; Basinghall-st. *Com.* Goulburn. *Dir.*

LOWE, JOHN, Merchant, Manchester. July 22, at 12; Manchester. *Com.* Jemmett. *Fur. Dir.*

PEPPER, WILLIAM JOHN, Printer, Coventry, Warwickshire. July 22, at 11.30; Birmingham. *Com.* Balguy. *Dir.*

RICHARDSON, GEORGE DAVY, Ironfounder, Carlisle. July 23, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Dir.*

SELLERS, GEORGE HENRY (trading with Hugh Spooner Sands, under firm of G. H. Sellers & Co.), Rumford-pl., Liverpool, and also late of Beaver-st., New York, America, now of 1A Westbourne-pk.-rd., Paddington, Merchant. July 13, at 1; Basinghall-st. *Com.* Goulburn. *Last Ex.*

SEVILLE, JOSEPH, Cotton Cloth Manufacturer, Salford, Lancashire. July 22, at 12; Manchester. *Com.* Jemmett. *Fur. Dir.*

TAYLOR, ROBERT, Draper, Sunderland. July 24, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Second Dir.*

WOODHOUSE, JAMES THOMAS, Scrivener, Leominster, Herefordshire. July 22, at 11.30; Birmingham. *Com.* Balguy. *Dir.*

YOUNG, ROBERT SWAN, Tea Dealer, West Hartlepool, Durham. July 10, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from June 10) *Last Ex.*

FRIDAY, *July* 3, 1857.

BENNING, WILLIAM (William Benning & Co.), Law Bookseller, Fleet-st. July 24, at 1.30; Basinghall-st. *Com.* Fane. *Dir.*

BINNS, GEORGE, & GODFREY BINNS, Cloth Manufacturers, Hartshead Moor, Cleckheaton, Birstal, Yorkshire, carrying on business at Popplewell Mill, Scholes. July 24, at 11; Leeds. *Com.* West. *Div.* joint est. and sep. est. of G. Binns.

BINNS, JOSHUA, Cotton Manufacturer, Dukinfield, Cheshire. July 24, at 12; Manchester. *Com.* Skirrow. *Dir.*

BLACKETT, WILLIAM WILKS, RICHARD THACKERAY, & ROBERT TENNANT, Cloth and Linen Merchants, Manchester. July 24, at 11; Leeds. *Com.* West. *Dir.*

BULMER, WILLIAM, Grocer, Bedale, Yorkshire. July 24, at ½11; Leeds. *Com.* West. *Div.*

CARR, WILLIAM RIDLEY, & THOMAS LAIDLER (Montague Coal Company), Coalowners, Denton, Northumberland. July 15, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Prf. Debts.*

CARR, WILLIAM RIDLEY, & HENRY FREDERICK SCOTT (John Carr & Co.), Iron Manufacturers and Coke Burners, Wallsend, Northumberland. July 15, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Prf. debts.*

CARTER, WILLIAM, Ironmonger, Leamington Priors, Warwickshire. July 29, at 10.30; Birmingham. *Com.* Balguy. *Div.*

EMMERSON, JOHN, East India Coffee House, 225 High-st., Poplar; and Licensed Victualler, Greengate, Plaistow, Essex. July 25, at 11; Basinghall-st. *Com.* Fane. *Div.*

GREIG, JOHN PETER M'MOKELAND, Cabinetmaker, 21 Bartlett's-bldngs., Holborn, and Wheatsheaf-yard, Farringdon-st. July 15, at 12; Basinghall-st. *Com.* Goulburn. *Prf. of debt* claimed by Official Manager of Royal British Bank.

HALL, HENRY, & CHESLYN HALL, Cattle Dealers, New Boswell-ct., Lincoln's-inn, and of Neasdon, Middlesex. July 25, at 11.30; Basinghall-st. *Com.* Fane, *Dir.*

HARRISON, HENRY (Henry Harrison & Co.), Tailor, Sheffield. July 25, at 10; Sheffield. *Com.* West *Dir.*

HATFIELD, JOHN ALFRED, Draper, Bradford, Yorkshire. July 24, at 11; Leeds. *Com.* West. *Div.*

HILLS, ELIZABETH, Coach Builder, Little Moorfields. July 24, at 12; Basinghall-st. *Com.* Fane. *Div.*

HIRST, GEORGE MILNES, GEORGE HIRST, & WILLIAM FREDERICK WILMAN, Manufacturers, Batley, Yorkshire. July 27, at 11; Leeds. *Com.* Ayrton. *Prf. of debts.* Sep. ests. of G. M. Hirst, G. Hirst, and W. F. Wilman; also of G. M. Hirst and W. F. Wilman.

KELL, JOSEPH, Grocer, Brierley-hill, Staffordshire. July 27, at 10.30; Birmingham. *Com.* Balguy. *Dir.*

LAIDLER, THOMAS (John Carr & Co.), Coke Burner, Jarrow, Durham; in copartnership with J. Carr, Denton, Northumberland, Coalowner. July 15, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Prf. of debts.* Joint est. of J. Carr and T. Laidler.

M'KINNELL, FREDERICK, & GEORGE SMITH, Manufacturers of Waterproof and Airproof Fabrics, Liverpool, and Huyton Quarry. July 24, at 11; Liverpool. *Com.* Stevenson. *Div.*

MARKS, AARON, & NAHUM SALAMON, Merchants, Sheffield. July 25, at 10; Sheffield. *Com.* West. *Div.* joint est., and sep. est. of A. Marks.

REDFEARN, JOSEPH, Manufacturer, Thornhill, Yorkshire. July 28, at 11; Leeds. *Com.* Ayrton. *Dir.*

ROSS, JOHN, Ship Owner, 5 Brunswick-ter., Commercial-rd. East. July 27, at 12.30. *Com.* Goulburn. *Dir.*

SCAIFE, FRANCIS, Cutlery Manufacturer, Sheffield. July 25, at 10; Sheffield. *Com.* West. *Div.*

STACEY, THOMAS, Coal Master, Eckington, Derbyshire. July 27, at 12; Manchester. *Com.* Jemmett. *Dir.*

TEALL, EDWARD, & REUBEN TEALL, Boat Builders, Leeds. July 24, at 11; Leeds. *Com.* West. *Div.*

THOMPSON, GEORGE, Leather Seller, Knaresborough, Yorkshire. July 24, at 11; Leeds. *Com.* West. *Div.*

VALLANCE, JOHN, Wine and Spirit Merchant, Sheffield. July 25, at 10; Sheffield. *Com.* West *Dir.*

WARWICK, CHARLES, Commission Agent, Manchester. July 24, at 11; Manchester. *Com.* Skirrow. *Dir.*

WELSH, ROBERT, Woollen Cloth Merchant, Huddersfield, Yorkshire. July 24, at 11; Leeds. *Com.* West. *Dir.*

WILLIAMS, EDWARD, Plumber, Saltney, Flintshire. July 16, at 12; Liverpool. *Com.* Stevenson. *Last Ex.*

WILLIAMSON, HENRY, Cloth Merchant, Leeds. July 24, at 11; Leeds. *Com.* West. *Div.*

WILLIFORD, WILLIAM, Wine and Spirit Merchant, Scarborough, Yorkshire. *Com.* West. *Dir.*

DIVIDENDS.

TUESDAY, *June* 30, 1857.

CHILDREN, GEORGE, Banker, Tonbridge, Kent. Eighth, 1*s.* 3*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

CHRISTIAN, HENRY, Coffee Merchant, 9 Mincing-la. First, 3*s.* 2*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

FRANGHIADI, GEORGE CONSTANTIN (C. Franghiadi Sons), Merchant Gresham-house, Old Broad-st. First, 2*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

GEOGHEGAN, SLEATER, Engraver, 7 Palsgrave-pl., Strand. First, 7*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

HANBURY, JONATHAN, Grocer, Mettfield-green, Brenchley, Kent. First 6*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

HILL, JOHN BEECH, Glass and China Dealer, 254 Blackfriars-rd. First, 10*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, and 2.

HOOK, SAMUEL, Paper Manufacturer, Tovil, Maidstone, Kent, and Charlford, Stroud, Gloucestershire, Silk Thrower. Second, 10*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

LAWRENCE, JOSEPH THOMAS, Upholsterer, 93 Shoreditch. First, 2*s.* 11 *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

PAUL, JOHN, Corn and Seed Merchant, Bedford, and 51 St. Mary-ax First, 1*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesda 11 and 2.

SIMPSON, STEPHEN DUMMER, Licensed Victualler, East Cowes-pk., Isle o Wight. First, 3½*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

STEPHENS, JOHN PROUT DAVIS (J. P. D. Stephens & Co.), 4 Brabant-ct., Philpot-la. First, 4*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

WHITESIDE, JOSEPH (Cousens & Whiteside), Watch and Clock Manufacturer, 27 Davies-st., Berkeley-sq. First, 1*s.* 8*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 and 2.

FRIDAY, *July* 3, 1857.

AYRES, ALFRED CHARLES, Surgeon and Apothecary, Ramsgate, Kent. First, 8*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 and 2.

BUCKLAND, WILLIAM, Corn, Coal, and Hay Merchant, Ealing. First, 1*s.* 1½*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 and 3.

GREENWOOD, JOSEPH, Woolstapler, Springhead, Keighley. First, 3*s.* *Young*, 5 Park-row, Leeds; any day, 10 and 1.

JACQUES & SELIG, Toy Dealers, Liverpool. First, 4*s.* 4*d.* joint est., and 20*s.* sep. est. J. A. Jacques. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 and 2.

NORTH, JOHN, Coal Dealer, Chesterfield. Second, 3*s.* 5½*d.* *Brevin*, 11 St. James's-st., Sheffield; any Tuesday, 11 and 2.

POTTER, SAMUEL, Livery Stable-keeper, 55 High-st., Marylebone. *First*, 3*s.* 1*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 and 3.

TASKER & ANDUS, Potato Merchants, Selby. First, 9*s.* joint est.; and First, 20*s.* sep. est. W. Tasker. *Young*, 5 Park-row, Leeds; any day, 10 and 1.

TRIGGS, JAMES, WILLIAM TRIGGS, & EDWARD TRIGGS, Upholsterers, High-st., Southampton. Second, 1½*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 and 3.

WIMPENNY, URIAH, Manufacturer, Holme-bridge. First, 3*s.* 4*d.* *Young*, 5 Park-row, Leeds; any day, 10 and 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *June* 30, 1857.

BRADSHAW, JAMES, & AARON COLLINSON, Cotton Manufacturers, Burnley, Lancashire; on application of Aaron Collinson. July 23, at 12; Manchester.

CARRIER, THOMAS, General Dealer, Wolverhampton, Staffordshire. July 30, at 10; Birmingham.

ENTWISTLE, JONATHAN (otherwise ENTWISLE), Tailor, Bury, Lancashire (Prisoner for Debt in Lancaster Castle). July 22, at 12; Manchester.

PATRICK, SARAH, Butcher, Worcester. July 30, at 10.30; Birmingham.

STRAUS, LEOPOLD, Corn Merchant, 37 Fenchurch-st., London, and 21 Rue du Bouloi, Paris. July 21, at 2.30; Basinghall-st.

WARD, GEORGE, Licensed Victualler, Liverpool. July 23, at 11; Liverpool.

WITHERS, WILLIAM SHELDON, Miller, Mansfield, Notts. July 28, at 10.30; Nottingham.

FRIDAY, *July* 3, 1857.

BROOKES, EBENEZER, Spring-knife Manufacturer, Sheffield. July 25, at 10; Sheffield.

CROWTHER, ANTHONY, & WILLIAM CROWTHER, Curriers, Huddersfield. July 24, at 11; Leeds.

EBSWORTH, THOMAS RILEY, Ale and Beer Merchant, 66 Wapping-wall, and 2 Forest-vil., Forest-hill, Sydenham. July 24, at 11.30; Basinghall-st.

HARRISON, HENRY (Harrison & Co.), Tailor, Sheffield. July 25, at 10; Sheffield.

HUDDLESTON, MARY, & THOMAS HUDDLESTON, Cabinetmakers, formerly of Nassau-st., now of 16 Berners-st., Oxford-st. July 27, at 2; Basinghall-st.

ILIFFE, JAMES, Commission Agent, now of Edmund-st., Birmingham, and lately of 53 Watling-st., Cheapside. July 27, at 10; Birmingham.

M'LEAN, ROBERT, & JAMES M'LEAN, Builders, Hulme, Manchester. July 24, at 12; Manchester.

MAY, JAMES, Linendraper, Goswell-st., Clerkenwell. July 24, at 12.30; Basinghall-st.

PACEY, GEORGE, Merchant, Stafford-st., Liverpool, and Reservoir-rd., Birmingham. July 27, at 11; Liverpool.

ROBINSON, JOHN, & CHARLES ROBINSON, Woollen Cloth Merchants, Leeds. July 24, at 11; Leeds. On application of C. Robinson.

TILBURY, WILLIAM, Brassworker, 81 Gt. Titchfield-st., Marylebone, and 14 Cleveland-mews, Fitzroy-sq. July 25, at 11; Basinghall-st.

WATKINS, JOHN, Shoemaker, Crickhowell, Brecon. Aug. 3, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *June* 30, 1857.

ADAMS, WILLIAM, Miller, Huntingdon. June 23, 3rd class.

BIRNSTINGL, LOUIS (Louis Birnstingl & Co.), Merchant, 8 Broad-st.-bldgs. June 23, 2nd class.

DURRANT, JOHN, Tailor, 16 Wormwood-st. June 23, 2nd class, after a suspension of six months.

HICKMAN, WILLIAM SMITH, Picture Dealer, Sussex-chambers, 10 Duke-st., St. James's. June 23, 2nd class, having been suspended for twelve months from June 20, 1856.

PHILLIPS, WILLIAM, Currier, Norwich. June 23, 2nd class, after a suspension of four months.
TREVETHICK, WILLIAM, Timber Merchant, Lincoln. June 24, 3rd class.

FRIDAY, *July* 3, 1857.

BEALE, FREDERICK GEORGE, Bill Broker, Gloucester. June 30, 2nd class.
CLARKE, ELIZABETH, Potter, Newport, Monmouthshire. June 30, 2nd class.
EMMERSON, JOHN, East India Coffee-house, 225 High-st., Poplar, and the Greengate, Plaistow, Essex, Licensed Victualler. June 26, 1st class.
GUY, PHILEMON, Builder, 23 St. James's-rd., Holloway. June 25, 3rd class; to be suspended for four months from April 7.
JANSON, JOHN, & JAMES WALKER, Coachbuilders, Sheffield. June 27, 2nd class, to J. Hanson, and 3rd class to J. Walker.
HOLMES, JOHN, Builder, Branham, Yorkshire. June 26, 3rd class.
MORRISS, DAVID, Grocer, Wisbeach, Cambridgeshire. June 22, 2nd class.
PEARSON, LEVY, Wholesale Grocer, Rochdale, Lancashire. June 24, 3rd class.
SMITH, JOSEPH, Dealer in Iron, 28 and 29 Broad-st., Lambeth. June 27, 2nd class.
TAGG, JOHN JAMES, Innkeeper, Bear Hotel, Reading, Berks. June 22, 2nd class; to be suspended for three months from June 22.
WARD, BARTHOLOMEW, Stationer, 71 High-st., Southwark, and 37 St. James-place, New Cross. June 22, 2nd class.

Professional Partnership Dissolved.

TUESDAY, *June* 30, 1857.

SMITH, JAMES NIMMO, GEORGE NEWTON SWINSON JONES, & JOHN JAMES BRITTON, Attorneys and Solicitors, Birmingham; as regards G. N. S. Jones. Debts due or owing to or from the copartnership will be received or paid by J. N. Smith and J. J. Britton. June 25.

FRIDAY, *July* 3, 1857.

BLACKMAN, WILLIAM, & AUGUSTUS GEORGE GUY, Attorneys and Solicitors, 1 Raymond-bldgs., Gray's-inn; the business will be carried on by A. G. Guy. July 1.
CROFT, RICHARD TOMPSETT, & HENRY EVCOTT WOOD, Attorneys and solicitors; by mutual consent. June 24.
SCRIVENS, WILLIAM, & WILLIAM BLACKMAN YOUNG, Attorneys and Solicitors, Hastings, Sussex. Dec. 31, 1845. All profits and debts have been since received and paid by W. B. Young solely.

Assignments for Benefit of Creditors.

TUESDAY, *June* 30, 1857.

COX, WILLIAM, & LISSANT COX, Stonemasons, Nottingham. June 20. *Trustees*, G. Vallance, Builder, Mansfield, Nottinghamshire; W. S. Heywood, Agent, Snenton, Nottinghamshire. *Sol.* Morley, Nottingham.
NADEN, FREDERICK, Grocer, High-st., Birmingham. June 12. *Trustees.* J. G. Fleet, Wholesale Grocer, Fenchurch-st.; S. Tibbett, Agent, Handsworth, Staffordshire. *Sols.* Richardson & Sadler, 14 Old Jewry-chambers.
NORTH, WILLIAM, Miller, Cannington, Somerset. June 13. *Trustees*, J. L. Sealy, Banker, Bridgwater, Somerset; H. Leigh, Merchant, Combwitch, Cannington. *Sol.* Smith, Bridgwater.
TAPSTER, JOHN, Auctioneer, New Sleaford, Lincolnshire. June 6. *Trustee*, W. Fawcett, Printer, New Sleaford. *Sols.* William & Walter Holdich, New Sleaford.

FRIDAY, *July* 3, 1857.

BLACKWELL, ROBERT, Tailor, Penllwyn, Llanbadarnfawr, Cardiganshire. June 13. *Trustee*, D. Lewis, Gent., 114 Market-st., Manchester, *Sols.* Parry & Attwood, Aberystwith.
BREWIS, JOHN FENWICK, Brewer, Morpeth, Northumberland. June 24. *Trustees*, J. Allison, Maltster, Monkwearmouth, Durham; J. Armstrong, Maltster, Hexham, Northumberland; H. Brewis, Widow, Morpeth. *Sol.* Fleming, Newcastle-upon-Tyne.
DAVIS, DAVID LAZARUS (D. L. Davis & Co.), Tailor, Wolverhampton, Staffordshire. June 10. *Trustee*, R. Hocking, Woollen Warehouseman, London. *Sol.* Gammon, 9 Cloak-la., London.
PLAISTER, WILLIAM HORTON, Grocer, 111 Tottenham-ct.-rd. June 22. *Trustees*, R. Travers, Wholesale Grocer, St. Swithin's-la.; W. Bagshaw, Accountant, Coleman-st. *Sols.* Amory, Travers & Smith, 25 Throgmorton-st.
RICH, SOLOMON, Builder, Bedminster, Bristol. June 18. *Trustee*, W. Lonsdale, Agent, Bristol. *Sols.* W. Bevan & Girling, 3 Small-st., Bristol.
TRISTAM, HENRY, Broker, Liverpool, June 19. *Trustees*, R. Bancroft, Merchant, Liverpool; H. W. Banner, Accountant, Liverpool. *Sol.* Tyrer, 50 Everton-village, near Liverpool.
TURNBULL, JAMES, Farmer, Twisel Mill and Tiptoe, Northumberland. June 9. *Trustees*, J. Black, farmer, Ford West-field, Northumberland; R. Makins, farmer, Murton, Northumberland. *Sol* Rowland, Berwick-upon-Tweed.

Creditors under Estates in Chancery.

TUESDAY, *June* 30, 1857.

BEAUMONT, RICHARD HENRY (sometimes known as Richard Ricardo), (who died in Feb. 1857), Esq., Whitley Hall, Kirkheaton, Yorkshire, and Clarence Lodge, Rochampton, Surrey. Creditors to come in and prove their debts on or before July 16, at V. C. Stuart's Chambers.
BURY, JAMES (who died in July, 1825), Esq., St. Leonard's Farm, Nazing, Essex, and of the Stock Exchange. Creditors to come in and prove their debts on or before July 20, at V. C. Stuart's Chambers.
DIXON, ELIZABETH (who died in April, 1848), Spinster, Kendal, Westmoreland. Creditors to come in and prove their debts or claims on or before July 17, at Master of the Rolls' Chambers.
PULLEY, WILLIAM (who died in Nov. 1851), Gent., Providence-pl, Lambeth. Creditors to come in and prove their claims on or before July 25, at Master of the Rolls' Chambers.
PYNN, Sir HENRY (who died on April 25, 1855), Knight, and a Major-General in the Portuguese Service, 5 Norris-st., Haymarket. Creditors to come in and prove their debts on or before July 27, at Master of the Rolls Chambers.

FRIDAY, *July* 3, 1857.

DOUGHTY, ELIZABETH (who died in November, 1856), Widow, 2 Southampton-ct., Russell-sq., Middlesex. Creditors to come in and prove their debts on or before July 27, at Master of the Rolls' Chambers.
EKINS, WILLIAM (who died June 19, 1853), Esq., Brixworth, Notts. Creditors to come in and prove their debts or claims on or before July 24, at V. C. Wood's Chambers.
HERON, JANE (who died in March, 1857), Butcher, 20 Lower Shadwell, Middlesex. Creditors to come in and prove their debts on or before July 25, at Master of the Rolls' Chambers.
LAFARGUE, AUGUSTUS EDWARD, formerly of Kilworth, Leicester, but now residing in the Leicestershire and Rutland Lunatic Asylum. Creditors to come in and prove their debts before the Masters in Lunacy, 45 Lincoln's-inn-fields.
SYMPSON, CATHERINE (who died on April 3, 1857), Widow, Minster-yard, Lincoln. Creditors and incumbrancers to come in and prove their debts or claims on or before July 27, at V. C. Wood's Chambers.
THOMAS, DANIEL (who died on April 15, 1856), Architect, Cardiff, Glamorganshire. Creditors to come in and prove their debts on or before July 24, at Master of the Rolls' Chambers.
WARNE, JOHN (who died on Oct. 14, 1837), Gent., Clifton, Gloucestershire. Creditors to come in and prove their debts on or before July 27, at Master of the Rolls' Chambers.
WATTS, ELIZABETH (who died in May, 1855), Widow, Warwick-sq., Pimlico, Middlesex. Creditors and incumbrancers to come in and prove their debts and claims on or before July 31, at V. C. Stuart's Chambers.
YERBURY, JOHN (who died on June 21, 1843), Esq., formerly of Bristol, and late of Shirehampton, Gloucestershire. Creditors to come in and prove their debts on or before Nov. 3, at Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *June* 30, 1857.

FAT WORKS AND WHEAL VIRTUE MINING COMPANY.—A petition for the dissolution and winding up of this Company was, on June 29, presented by John Chapple, and will be heard before V. C. Wood on July 11.—Sol. for Petitioner, Franc Farrer, 19 Gt. Carter-la.

FRIDAY, *July* 3, 1857.

COMMERCIAL AND GENERAL LIFE ASSURANCE ANNUITY FAMILY ENDOWMENT AND LOAN ASSOCIATION.—The Master of the Rolls purposes, on July 21, at 12, at his Chambers, to make a call for 10s per share.
KENT ZOOLOGICAL & BOTANICAL GARDENS COMPANY, commonly called THE ROSHERVILLE GARDENS CO.—A petition for the dissolution and winding up of this Company was, on June 30, presented by William Mayhew, 29 Newington-pl., Kennington, Gent., which will be heard before V. C. Wood on Saturday, July 11.—Sol. for Petitioner, Henry Peale Bird, 58 Lincoln's-inn-fields.
LANCASHIRE DEBT GUARANTEE CO.—V. C. Stuart has peremptorily ordered a call of £5 per share; and that each contributory, on July 6, at 12, pay to W. Turquand, the Official Manager, 13 Old Jewry-chambers, the balance, if any, which will be due from him, after debiting his account in the Company's books with such call.
SAINT DENNIS CONSOLS CHINA CLAY WORKS AND TIN MINE.—V. C. Wood purposes, on July 20, at 1, at his chambers, to make a call for 10s. per share.
TREGONEBRIS & CARNEBORNE FATWORK TIN MINING COMPANY.—Master Sir George Rose peremptorily orders a further call of £3 per share on all the contributories of this company; and that each contributory, on July 19, at 12, pay to W. Turquand, the official manager, 13 Old Jewry Chambers, the balance (if any) which will be due from him after debiting his account in the company's books with such call.

Scotch Sequestrations.

TUESDAY, *June* 30, 1857.

M'MENEMY, ROBERT, Wine and Spirit Merchant, Glasgow, residing in Sister-st., Calton. July 7, at 1, Faculty-hall, St. George's-pl., Glasgow. *Seq.* June 25.
ORR, WILLIAM, HUGH MELVILLE, & WILLIAM MELVILLE, Printers, Caldervale Printworks, Clarkston, near Airdrie. July 7, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* June 25.
SALMON, HENRY, Bank and Insurance Agent, Falkirk, deceased. July 4, at 2, Red Lion Hotel, Falkirk. *Seq.* June 26.

FRIDAY, *July* 3, 1857.

DONALD, MATHEW, Wright and Builder, Bridgeton, Glasgow. July 8, at 12; Faculty-hall, St, George's-pl., Glasgow. *Seq.* June 30.
INNES, JOHN, Miller, Huntley. July 10, at 12; Royal Hotel, Aberdeen. *Seq.* June 30.
MOIR, ALEXANDER, House Factor and Eating House-keeper, Glasgow. July 7, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* June. 29.
MUSCHAMP, JOHN BELL, General Agent, 28 Greenside-st., Edinburgh; and Coal Agent, Anchor-alley, Thames-st., London; and Agent for the Tyne Mill Paper Company. July 7, at 12; Cranston's Waverley Hotel, Princes-st., Edinburgh. *Seq.* June 27.
PATRICK, DAVID, General Commission Agent, 11 Miller-st., Glasgow. July 13, at 1; Globe Hotel, George-sq., Glasgow. *Seq.* July 1.

LAW STUDENTS' DEBATING SOCIETY, at the LAW INSTITUTION, CHANCERY LANE.

QUESTIONS FOR DISCUSSION.

For Tuesday, July 7th, 1857.—President, Mr. HOWLETT.

THE ANNUAL MEETING.

The Report of the Committee will be read The Treasurer will lay before the Meeting a statement of the payments and receipts of the Society during the past year, and a list of the unpaid fines and subscriptions. Mr. SMITH will move "That the words '8th of July' be substituted for the words '10th of August' in the 5th rule."

The Officers of the Society for the ensuing year will be elected. Members are requested to attend punctually at 7 o'clock.

For Tuesday, July 14th, 1857.—President, Mr. ELGOOD.

LX. Should the Government Divorce Bill be allowed to pass into Law?

Mr. G. BRUCE is appointed to open the Debate, and Messrs. FOOTNER, KYNASTON, and LEADBITTER to speak on the question.

For Tuesday, July 21st, 1857.—President, Mr. SMITH.

197. A testator, by will, dated in 1828, devised an estate to his son in fee on attaining twenty-four, subject to the payment of £1,200 twelve months after attaining that age, equally between his (the son's) two sisters; or, in case of the death of one of them, the whole to the survivor. Testator died in 1837. One daughter died in 1848, leaving a husband and children. The other daughter died in 1849, intestate and unmarried. The son attained twenty-one in 1850. Is he liable to pay the £1,200 to the representatives of the surviving daughter? Brown *v.* Lord Kenyon, 3 Madd. 410; Belk *v.* Slack, 1 Keen, 238.

Affirmative—Mr. WALTERS and Mr. HILL,
Negative—Mr. TYABJEE and Mr. COE.

For Tuesday, July 28th, 1857.—President, Mr. MARCHANT.

198. Ought the case of Stanfield *v.* Hobson, reported in 16 Beavan, p. 236, and, on Appeal, in 3 De Gex, Mac. & Gor. p. 620, to be reserved?

Affirmative—Mr. LAWRANCE and Mr. PRICHARD.
Negative—Mr. CHEATLE and Mr. CRUMP.

For Tuesday, August 4th, 1857.—President, Mr. WALTERS.

LXI. Should Grand Juries be abolished?

Mr. CHURCH is appointed to open the Debate, and Messrs. PHILLIPS, G. A. BRUCE, and GREEN to speak on the question.

The Society will adjourn for the Long Vacation until Tuesday the 27th October.

*** Gentlemen requiring Books from the Library are requested to attend at five minutes before Seven o'clock on the evening of Debate, to select those desired.

Copies of the rules, and all information, can be obtained of the Secretary, with whom Gentlemen desirous of becoming members are requested to communicate.

W. MELMOTH WALTERS, Secretary,
9, New-square, Lincoln's-inn.

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Examples of the Bonus upon Policies declared to the 31st Dec. 1854:—

Date of Policy.	18th March, 1845.	24th April, 1845.	7th Nov. 1855.
	£ s. d.	£ s. d.	£ s. d.
Age at Entry.	30.	42.	51.
Annual Premium	25 7 6	35 16 8	49 8 4
Sum Assured	1000 0 0	1000 0 0	1000 0 0
Bonus added	157 10 0	184 0 0	211 10 0

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ESTABLISHED 1838.

VICTORIA LIFE OFFICE, 18, KING WILLIAM STREET, MANSION HOUSE, LONDON.

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Loans continue to be made to Assurers on undoubted Personal Security also on Freeholds, Leaseholds, and Life Interests, &c.

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KENWICK ESTATE, NEAR ELLESMERE, SALOP.

Land Tax redeemed and free of Great Tithes, also Tithe Commutation Rent Charges, &c.

FOR SALE by AUCTION, by HILL & SON, at the Bridgewater Arms Hotel, Ellesmere, on Tuesday, the 14th day of July, 1857, at Four o'clock in the Afternoon, in one lot or otherwise, as shall be agreed upon at the time of sale, and subject to conditions to be then produced, all that valuable and important FREEHOLD ESTATE, situate at Kenwick, in the parish of Ellesmere, in the county of Salop, and comprising 664a. 1r. 0p., or thereabouts, of superior arable, meadow, and pasture land. The estate may be conveniently described as follows:—

Premises.	*Tenants.*	*Quantities.* A.	R.	P.
Upper Kenwick Farm	John Stokes	239	3	3
Lower Kenwick Farm	Thos. Firmstone	197	1	9
Spring's Farm	Edward Stokes	126	2	7
Two small tenements	John Kynaston & Thomas Edwards	2	1	34
Small tenement	Thomas Manning	3	0	10
Lands in hand		95	0	17
Total Acreage		664	1	0

The situation of the Kenwick Estate is most advantageous. The distance from the market town of Ellesmere is three miles; from Shrewsbury, thirteen miles; and from the Baschurch Station, on the Shrewsbury and Chester Railway, four miles. The turnpike road from Shrewsbury to Ellesmere and Chester also intersects the estate. The farm houses and farm buildings are commodious and convenient, and there is a Malthouse attached to the Upper Kenwick Farm. The land generally is of good quality, and nearly the whole of the arable land is adapted to the four-course system of husbandry. The farms are held at low rents, and are well cultivated. A considerable portion of the land has lately been thoroughly under drained, and drainage works are now in progress on the estates, an advance having been obtained under the drainage acts.

The views from different parts of the estate are very picturesque and extensive, and there are several sites well adapted for the erection of a mansion. The estate lies well together, and, except at one point, is in a ring fence. Game is abundant, and there are extensive preserves on the adjoining estates, which belong chiefly to the Earl Brownlow, and are called the Bridgewater Estates. The Croesmere Lake, which is of considerable extent, skirts the estate offered for sale, and forms in part the southern boundary. This Lake, when viewed from the more elevated points of the estate, is a most beautiful and attractive feature in the landscape.

The estate is sold free of great tithes. The Vicarial tithe rent charges on the whole of the estate amount to £10 yearly or thereabouts. The parochial burdens are low. They are as follows:—Church-rates, 1d. to 1½d.; Poors-rate, 1s. to 1s. 4d., and Highway-rate, 1½d. in the pound.

The estate is subject to a chief rent of 6s. per annum, payable to the trustees of the Earl Brownlow.

If desired a portion of the purchase money may remain secured on mortgage of the estate.

TITHE-RENT CHARGES.

Also, will be offered for Sale, by Auction, certain Rent Charges in lieu of Tithes, amounting to £25 per annum, as fixed by the tithe apportionment of the parish of Ellesmere, and issuing out of certain lands in that parish, belonging to the said Earl Brownlow and others.

The different tenants will show the premises, and further information, with particulars and plans may be had from the Auctioneers; from Mr. J. H. Edwards, solicitor, Shrewsbury; from Mr. Chandler, solicitor, Shrewsbury; and at the offices of Mr. Palin, solicitor, Shrewsbury.

Buckinghamshire.—Sale of further part of the Buckingham and Chandos Estates, including a portion of the Domain of Stowe.

MESSRS. HARRISON and SON beg to announce that they will SELL BY AUCTION, at the White Hart Inn, Buckingham, on Wednesday, the 22nd of July, 1857, at 12 o'clock at noon, very valuable FREEHOLD, COPYHOLD, and LEASEHOLD ESTATES, mostly tithe-free and land-tax redeemed, all in the county of Buckingham, and producing a rental of nearly £2,500 per annum. The estates are admirably suited for investment or occupation, and will be sold in 17 lots, comprising the following particulars:—Lot. 1. Moreton Lodge, and several Cottages and Gardens, and about 56 acres of Land, in Maids Moreton. Lot 2. A Farm-house, several Cottages, and about 103 acres of Land, also in Maids Moreton. Lot 3. The Lot Meadows, near the town of Buckingham, containing 20a. 3r. 30p.. Lot 4. Two Dwelling-houses in the Market Hill, Buckingham, and 1a. 3r. 26p. of Land, in the occupation of Mr. D. P. King and Mrs. Bartlett. Lot 5. Part of Boycott Farm, in the parishes of Stowe and Water Stratford, consisting of a Farm-house and Buildings, a Cottage, and about 152 acres of Land. Lot 6. An Estate, consisting of several Farms, containing about 547 acres of land, situate in the parishes of Stowe and Water Stratford. Lots 7 to 14. Several Dwelling-houses, Shops, and Gardens, in Church-street, Castle-street, and West-street, in Buckingham. Lot 15. An Estate, situate at Preston and Tingewick, consisting of a House and about 160 acres of Land. Lot 16. A Farm, called Ford's Farm, in the parish of Waddesden, consisting of a House and about 70 acres of Land. And Lot 17. Three Closes of Land, in Brill, containing 11a. 3r. 29p. The estates are approached on all sides by good roads, and lie in the neighbourhood of the town of Buckingham, or within an easy distance of the towns of Aylesbury, Bicester, and Brackley, and are within two hours' ride by railway from London, and the farms are in the occupation of respectable tenants at very moderate rents. The lots near Buckingham will be shown by Mr. Thomas Beards, the steward of the estates, who resides at Stowe, near Buckingham.

Full particulars, and conditions of sale, with plans, may be obtained at the offices of Messrs. Currie, Woodgate, and Williams, 32 Lincoln's-inn-fields, London, W.C.; of Henry Small, Esq., Solicitor, Buckingham; of the Auctioneers, Buckingham; and of Mr. Thomas Beards, the Steward, at Stowe.

THE SOLICITORS' JOURNAL.

LONDON, JULY 11, 1857.

LOCAL WILL OFFICES.

It is satisfactory to learn that the Government do not intend to relinquish the Bill for the establishment of a new Court of Probate on account of the defeat which they suffered on Monday night. If the decision of the House of Commons on Mr. Westhead's motion were hostile to the principle of the Bill, there might be some ground for the threat of its abandonment, which has been held out by the Attorney-General; but if the effect of that decision is only to make the measure more widely useful, such a course would be deeply to be deplored. That such will be its effect, was the feeling generally entertained by members who took part in the debate of last evening; and Ministers have, therefore, declared themselves willing to accept and abide by the vote enabling all wills to be proved in the locality in which a testator had his fixed residence, without regard to the value of his property. The only question which appears to remain open for discussion on this part of the Bill is that which relates to property in the public funds, and in the shares of railway and other corporations. The Attorney-General is unwilling to intrust to the district courts the power of granting probate for such property, because he thinks that it would afford too great facilities for fraud. The only argument adduced in support of this position is, that, in the case of parliamentary stocks and shares in companies, the executor of a will, of which probate has been improperly obtained, may immediately acquire possession, and misappropriate his testator's estate; while, in personalty of other descriptions, the danger is not so great. Admitting, however, that the consequences of a mistake in the granting of probate might be more injurious in the hands of fraudulent persons, where the testator's property consisted of Three per Cents. or railway shares, than it would be where it consisted of farming stock, it remains to be considered whether such a mistake is less likely to occur in the metropolitan than in a district court.

Practically, the two instances to which we have referred are extremes. Few testators die possessed only of Consols or of farming stock. And even if it were otherwise, it is not easy to understand how an executor, who intended to defraud his testator's estate, would find it more difficult to do so where it consisted of money at his bankers, of stock in trade or on a farm, than where it consisted of parliamentary stocks or railway shares. Once having obtained probate, his power for good or evil over the personal property is complete, and of whatever kind it may be, he can speedily convert it to his own use, to the injury of those beneficially entitled. Granting that he may procure a transfer of stock or shares upon twenty-four hours' notice, and that he may not be able to realise other personalty in a shorter period than as many days, it can hardly be pretended, that, in any appreciable number of instances, probate could be revoked in sufficient time to prevent deliberate fraud.

It is, moreover, very questionable whether mistakes in granting probate would, in fact, be more likely to occur in the district courts than in the metropolitan. The Commissioners in their Report, no doubt, lay great stress upon the skill and vigilance which are required to guard against fraud and mistakes; and they, somewhat unnecessarily, go out of their way in volunteering an opinion that such qualifications would be "most certainly possessed by officers in London, under the immediate control of a judge." Why a practitioner at York or Chester should not be skilful and vigilant, or how the superintendence of a judge, whose province was to determine points of law, could evoke these qualities in officials devoted to practice, are questions on which the Commissioners are silent. The only instance which Sir Richard Bethell adduced against the country proctors was one in which probate had been granted in a case where the will had been obliterated, and it appeared that no inquiry had been made as to whether the obliteration had occurred before or after execution. We believe that it would not be impossible to mention some instances of equal oversight among London practitioners, but it would be trifling to urge any argument on either side upon such grounds; and the truth is, that, under the present system, both in London and in the diocesan courts, the occurrence of such errors is extremely rare. Under the provisions of the Act, the existing diocesan registrars are to be entitled to be district registrars at the same places; and if they only discharge their new duties as well as they have hitherto discharged less onerous ones, there will be no room for complaint as to want of skill or vigilance on their parts. Nor should it be forgotten that there are some reasons why probate is less likely to be improperly obtained in the locality in which the testator had his fixed residence, than it would be at a distance. There are greater facilities for the perpetration of such a fraud where all the circumstances are unknown, and where there must, necessarily, be greater difficulty and expense in attempting to prevent it. Sir Richard Bethell, it is true, particularly insists upon the greater check upon fraud which would be obtained by the fact, that, in the London Court of Probate, wills would be required to pass through the hands of a number of officers successively, while, in the country, they would be subject to the supervision of a registrar only. But if his argument is good in a case where the testator's property includes Government stocks or shares, no matter how small the amount, why should it not be generally applied. It is hard to understand why a district registrar should be allowed to grant probate of a will of a Liverpool merchant or Lancashire manufacturer, and thereby give to an executor control over stock in trade and other personalty of a similar character, amounting to many thousand pounds, and yet not be considered competent to decide upon a will passing a small sum in the Three per Cents., or a few shares in a local railway. If, indeed, district registrars were cut off from all assistance, and in every case obliged to act upon their own unaided judgment, there might be a valid ground for refusing to intrust them with the greatly increased powers given to them by Mr. Westhead's amendment. But the Bill expressly provides, that, in all cases of doubt, they are to transmit a statement of the matter in question to the Registrars of the Court of Probate, who are to obtain the direction of the judge thereon; so that, substantially, they will be subject to the same guidance and control as the officers of the metropolitan court. It should also be borne in mind, that only probates and administrations in common form are to be granted by the district registrars; and that, whenever there is any contention, or it appears to the registrar that the grant ought not to be in common form, he is bound to refuse it, and the case thereupon is to be referred to the Court of Probate in London. With such precautions there is little to fear as to the safe working of the Act; and we earnestly hope that the Government will follow up the concession which they wisely made last night, by adopting the resolution of the House of Commons on Monday, so that one probate shall be sufficient to cover all the property in England. That resolution avoids all the inconveniences arising from the old rule as to *bona notabilia*; and without it, the Bill now before the House, great and numerous as are its other benefits, would be very incomplete.

The main difficulty which now besets Ministers arises from the hostility which the London proctors entertain, naturally enough, to such concessions to their provin-

cial brethren. Our metropolitan friends, however, ought not to give way to any extravagant apprehensions, considering how well they seem to have succeeded in establishing a general conviction, among members of Parliament, of their right to compensation. In this respect, they have been more fortunate than other branches of the profession, who have endured similar inflictions without any such solace. The principle of compensation once being established, the damage sustained is merely a matter of account, and we have very little doubt that no important items will be forgotten when the time of reckoning comes, which has been considerately postponed so that nothing which accrues in the further progress of the Bill through Parliament may be omitted to the detriment of the ancient and respectable body of Proctors.

A CLIENT'S REVENGE.

An action has been tried during the course of the present week which has considerable interest for the profession. Recently, actions against attorneys for negligence have been so numerous, and so strangely successful, that almost every week we have had to report, and comment on, some instance more or less glaring of the bias entertained by juries in favour of clients, and against their professional advisers. Hitherto, a lady has generally been the plaintiff, and has appealed to the gallantry, as well as the prejudices, of the jury-box. But now a gentleman has been encouraged to follow the example, although even here a lady was at the bottom of the mischief; and it was when smarting under the damages inflicted on him for a breach of promise, that the plaintiff in the present action attempted to screw out of his legal advisers the price of his faithlessness in love. Our readers may remember an action tried last summer, in which a Miss Smith recovered £3,000 from a Mr. Woodfine. The father of the lady swore that Mr. Woodfine had stated his income, chiefly arising from a brewery, to be £6,000 a year; and it appeared that the manner in which Mr. Woodfine had intimated his intention to break off the match was very unceremonious. The damages were not, therefore, excessive; but Mr. Woodfine bitterly resented having to pay them, and burning to discover a victim, he thought he might attack with advantage Messrs. Simpson and Co., of Moorgate-street, who had acted as his attorneys. We will not enter into all the minute details of the case; but we will state what were the precise grounds on which he accused them of negligence.

The first ground was, that Mr. Simpson, the senior partner in the firm, had given him a wrong answer on a point of law. When Mr. Woodfine first came to consult Mr. Simpson on the subject, he asked whether he could himself be examined as a witness, and Mr. Simpson replied that he could. He accordingly gave Mr. Simpson an outline of what his evidence would be. Subsequently Mr. Simpson subpœnaed Miss Smith, the plaintiff; and Mr. Woodfine suggested the line of examination to which she should be subjected. About a fortnight before the trial, Mr. Simpson discovered his mistake, and both he and another of the firm intimated to Mr. Woodfine that neither he nor Miss Smith could be examined. Accordingly, with Mr. Woodfine's approval, Mr. Smith, the plaintiff's father, was substituted; and in the briefs delivered to counsel, the proofs of Mr. Woodfine and Miss Smith were thrown into one, and set down against the name of Mr. Smith. Mr. Woodfine, in fact, directed his attorneys that they might rely on Mr. Smith's testimony to make good the representations on which Mr. Woodfine rested his case. Now, we have no wish to speak as if it were not a part of an attorney's duty to know the Common Law Procedure Act; at the same time, great allowance is to be made when the attorney is an old man, accustomed to a very different state of the law; and we may remark that this very week, the Chief Baron observed that he could not pretend to have at his fingers end all the provisions of this very act. Still it was a mistake, and a mistake to be regretted. But it produced no bad effect whatever, and Mr. Woodfine himself, having notice that it was a mistake, still thought himself safe in defending the action, and trusted to the evidence of Mr. Smith to replace that which he himself had proposed to give.

The second grievance of which Mr. Woodfine complained was, that the attorneys took no steps to show what his income really was. He alleged that it did not exceed £700 a year; but he fluctuated exceedingly in his statements on the subject; for when one of his counsel, on the morning of the trial, questioned him as to his means, he replied, that he might be worth from £1,500 to £2,000 a year. This at least was the impression of the counsel who was examined on the present trial. He also confessed that he had represented to Mr. Smith that the brewery was worth £100,000. This fact alone might naturally make an attorney very uncertain as to the expediency of entering into evidence of this nature, and there was besides another reason for the course which was actually pursued. Mr. Woodfine represented to him that it was not he, but the lady herself who had broken off the match, and he maintained that the evidence of her own father would show this to be the real state of the case. Accordingly, Mr. Simpson considered that the primary aim of the defence must be to get a verdict, and not to reduce the damages. And that this was Mr. Woodfine's view was made evident by the fact that when a compromise was proposed, on the terms that the defendant should pay £1,000, Mr. Woodfine refused, although this sum could not have been considered excessive, even if the property of the defendant was not greater than the smallest of the sums at which he estimated it. Mr. Simpson considered it would not be wise, if a verdict was aimed at, to go into questions of pecuniary means, and he, therefore, purposely avoided a subject that was irrelevant to the main gist of Mr. Woodfine's case.

Thirdly, Mr. Woodfine accused Messrs. Simpson also of negligence, because witnesses were not called for the defence, although he expressly desired that they might be called. Lord Chief Justice Cockburn, then Attorney-General, and Mr. Chambers, were the leaders in the case retained by the defendant, and they both attended in Court this week, and stated most positively that it was by their direction that witnesses were not called. The trial was adjourned from Saturday to Monday, and Mr. Woodfine states that he proposed to have witnesses ready on the Monday morning who should speak to the really small value of the brewery. There is some discrepancy in the evidence on this point, as the attorneys deny that the names of these witnesses were ever communicated to them. But it is certain that the evidence of no witness as to the means of the defendant could have been more important than that of his mother, who was thoroughly acquainted with his affairs; and the defendant's counsel, after hearing on the Monday what she had got to say, determined not to call her. The Attorney-General said he did not like to give the plaintiff a reply, and that he thought the last word was more important than any evidence as to property. The attorneys had nothing to do but to acquiesce; and if ever there was a clear case in which the opinion of counsel acquitted an attorney of all responsibility, it was so here.

The attorneys employed by Mr. Woodfine might, therefore, have confidently expected a verdict in their favour. We understand, however, that the jury sent a note to the judge intimating their opinion that the defendants had been guilty of negligence, but that no damage had thereby resulted to the plaintiff. Hereupon the judge conferred with counsel, and the defendants' advisers, remembering, no doubt, the fate of attorneys in former actions, consented to withdraw a juror, and so the trial terminated. As

regards the profession, we do not think a doubt can exist that Messrs. Simpson & Co. were substantially justified in all that they did, and the case presents few features that can be called very important or instructive. But as regards the general public, we may remark that this case strikingly shows that what is called negligence in an attorney, is often nothing but ignorance in the client. A professional man knows that if a defendant has real grounds to expect a verdict, the attention of himself and his advisers should be concentrated on obtaining that result. A professional man also knows the value of the last word, and the great danger of permitting an adversary to reply. But a hot-headed client, full of his own affairs, and utterly ignorant of the chances of a lawsuit, has no notion of all this, and despises the mere proposal to manage the case skilfully as an insult to his merits and to the justice of his cause. Attorneys must, therefore, often act in accordance rather with the dictates of their own experience than with the untutored wishes of their clients. If the client were to dictate absolutely to the attorney, it would be impossible for the attorney to conduct the case satisfactorily. We wish that the juries before whom actions for negligence are brought could be made to understand this, and could be induced to believe that it is not perversity or wilfulness, but knowledge of law and of men, which makes an attorney refuse to let his client adopt a course which the experience of countless trials has made him aware is dangerous.

Legal News.

The Equity Committee of the Incorporated Law Society have held several meetings lately to consider the present state of the Chancery offices, and the measures necessary to remove existing and notorious evils. The Committee have, we understand, this week agreed upon a Report which deals with the Judges' Chambers, the Taxing Masters' Offices, and the Accountant-General's Office, where the present defects are patent, and the remedies obvious. This Report has been adopted by the Council, and transmitted to the Lord Chancellor, who promises to give it attentive consideration.

Lord Brougham has extracted from the Lord Chancellor a similar pledge as regards the Report on Registration of Title to Land. Much interesting discussion has taken place in the House of Commons on the Testamentary Jurisdiction and Fraudulent Trustees Bills. The latter measure has passed through committee. We must reserve our abstract of the debate upon it, along with various other matters, until next week, when there will be more space at our command.

IMPEDIMENTS TO LAND TRANSFER.

(*From the Times.*)

Among other reforms wanting somebody to take them up in good earnest, there is one which we commend to the attention of the zealous but unemployed agricultural interest. Our great landowners want something to do, and are distrustful of schemes that promise to double the produce of the soil. One thing, however, they may easily do, if they will set their heads to work, which will vastly increase its marketable value. Can they not do away with the greater part of that immense difficulty and cost which encumbers the mere process of buying and selling land? It is an axiom, as Lord Brougham observed at the annual festival of the Law Amendment Society, that in England the transfer of an acre of land is the most difficult thing in the world. Of course, it may be said, the cost of transfer will increase in proportion to the smallness of the quantity. But, under the simplest conditions, and for very ordinary quantities, the cost is altogether out of propertion to the value; and the result is, that if a man has a hundred pounds he invests them in something of which he will get a hundred pounds worth—not in land, for the simple reason that of that commodity he will get only £70 or £80 worth, having to pay the difference for the law costs; knowing also, that, should he ever want to sell it, he will find purchasers deterred by the same consideration. In fact, land in small quantities and in ordinary situations is both difficult to obtain, and difficult to get rid of. No doubt, buying and selling is an expensive process in many other articles. If a gentleman wants a horse, he must pay half as much again as it is worth; if he wants to part with one, he cannot get half its value. The difference feeds the whole tribe of horsedealers and their various auxiliaries. It is the same with furniture, pictures, and a number of other things. The professional buyer says, "It is nought, it is nought," even if he expects to make ever so much by the bargain. In these cases the public are in the hands of the professional dealers, who know a great deal more about the article than the public, and have made it the business of their lives. They have a right to get something out of the transaction. We have no objection to jobbers. We are quite content there should be regular jobbers in land. But there is no such class as land-jobbers. In the transfer of land, the differences lost to the public do not go to a class more knowing than others in the value of land. They are not the natural reward of superior knowledge or enterprise. No; the immense loss upon transfers has nothing to do with value, with uncertainty of value, or fluctuations of value. It is suffered equally upon land of the most certain and of the most speculative value; upon land that a hundred people are ready to buy at a guinea a square yard, and upon land of which a thousand acres may or may not be worth having at all. The cost is in legal forms; in documents ten times as long as need be; in inquiries into title repeated over and over again, even where there cannot be a question, and never was a doubt.

But the most serious chronic depreciation of land is that which arises from the nature of the title itself, and it is one upon which the Legislature, often invoked, has every right to interfere. Whatever damages the property of the commonwealth is a public nuisance, and ought to be abated. Now, that the nature of certain titles does produce this damage is evident from the fact that an immense amount of property passes at a lower value, and remains in a lower condition, on account of its title. We might not be able to pronounce at once on the extent to which this principle should carry us. We may not be ready forthwith to ask for an Act converting all the houses on the Bedford estate from leaseholds into freeholds, even though we might believe that the process would be vastly advantageous to the Bedford family, to the lessees, and to the metropolis at large. But when nothing can be alleged, and nothing is alleged, in defence of a copyhold, or some other tenure, and where the advantage of a general enfranchisement is admitted on all sides, then it is mere prudery to question the right of the Legislature to step in and do a general benefit. When a legal form, itself the creation of the Legislature, clogs, impairs, and imperils the enjoyment of property, exposing it to uncertainty and to periodical difficulty and loss, of course it prevents the investment of capital in the improvement of that property. It deters the occupier, or *quasi* proprietor, from raising substantial buildings, and from giving his heart to the estate. It prevents, in fact, that very thing which it is the chief object of political and legal institutions to promote; not only for the happiness of individuals, but for the good of the whole nation. When it is evident there is such an incubus upon property, and when it tells its own tale by the depreciation of property, then surely the Legislature may set boldly to work, as it would to rid the community from terror of foreign aggression or social disorder. Yet just such an incubus is every description of title to land which depreciates it, which renders its tenure precarious, which discourages improvement, and sends away to any mad speculation, or to any foreign scheme, the capital which might otherwise be fixed on our own soil.

It is true that the original imperfection of the tenure is often the least defect in a title; and even in the case of the best freeholds accident, or capricious disposition, mortgages, and settlements, may complicate an estate to an extent seriously injurious to the public interest. The owner may so bequeath or so encumber a property that it shall not be worth anybody's while to risk more than a yearly occupation upon it. In this case there will be no improvements, no roads, no houses, no drainage, nothing done, except what the State in some formal and cumbrous manner may compel, on the property of a whole district. We have heard of complications so manifold and absurd, that we should not be believed if we were to state them, except by the lawyers. In these cases no man in his senses will spend his money on an estate which the caprice of one man, the death of another, the disagreement of half-a-dozen others, and possibly some other contingency, will suddenly take away from him, or only leave in his occupation at an unreasonable cost.

But there is no valid reason why land and houses should not be rendered as easy and cheap of transfer as money in the funds. They can be registered and described as easily as the Three per Cents.; divisions, accumulations, and all changes can be perpetually entered in public books, as easily as an inventory made of the furniture of a house; and the transfer can be done simply by the substitution of one name for another. Thus, the title once established, there would be no occasion to scrutinise it over and over again every time a property is sold or a mortgage contracted. The work once done would stand good for all purposes; and if the lawyers had not quite such heavy costs on each conveyance of land, they would find they would have many more such conveyances, that land was in more request, and that more money was spent upon it.

QUEEN'S BENCH.

(Sitting at Nisi Prius, at Guildhall, before Mr. Justice WIGHTMAN *and a Special Jury).*

WOODFINE *v.* SIMPSON, ROBERTS, & SIMPSON.

July 6.

Sir *F. Thesiger*, Mr. *Jackson*, and Mr. *Field* were counsel for the plaintiff; Mr. Serjeant *Byles*, Mr. *Tomlinson*, and Mr. *Prentice* for the defendants.

This was an action against the defendants, as attorneys, for negligence in the conduct of a cause of *Smith* v. *Woodfine*. The defendants pleaded "Not Guilty."

Sir *F. Thesiger* said that this was a case of very great importance, and more especially to the defendants, who were solicitors of very high respectability, but who were charged with negligence in the conduct of a cause intrusted to them by Mr. Woodfine. The plaintiff carried on the business of a brewer at Hornchurch, in partnership with his mother. The plaintiff's father had died in 1853, leaving his property equally between his widow and three children. The plaintiff's share amounted to about £11,000, and altogether his income was about £750 per annum. In May in last year the plaintiff was informed by the attorney of Miss Smith that he was instructed by that person to bring an action against him for breach of promise of marriage. The plaintiff upon that proceeded to the office of the defendants, who had been his father's attorneys, and he saw Mr. J. A. Simpson, and related to him the facts. Mr. Simpson expressed a very strong opinion with regard to his success in the action, and that the plaintiff had acted justifiably. Mr. Woodfine asked Simpson whether he could be a witness in the action, and Simpson said he could, as the only exception in the Common Law Procedure Act was in the case of adultery. Simpson did not ask him as to the amount of his property. The action was brought, and the damages were laid at £3,000. Woodfine wrote a statement of the case, and took it to Simpson, and a draft brief was prepared and sent to Woodfine, and in that brief, which was very meagre, the first witness set out was Woodfine himself, and there were instructions for the examination or cross-examination of Miss Smith, the plaintiff in that cause; and it would be shown that Miss Smith had been actually subpœnaed as a witness on behalf of Woodfine. A day or two before the cause came on, Roberts, the partner of Simpson, told Woodfine that his partner had made a mistake, and that he could not be examined. The trial commenced on Saturday, the 5th of July, and Mr. Smith was called, and he stated that Woodfine had told him that he was worth £6,000 a year, and that the brewery was worth £100,000. The trial was adjourned that day, and Woodfine and his mother went to Simpson and told him that witnesses must be called to contradict that statement. Roberts said it should be made all right on Monday. Witnesses, however, were not called, and a verdict passed for the plaintiff, with £3,000 damages. The present plaintiff now complained that the defendants had been guilty of negligence in not ascertaining the value of the property, of ignorance of the law as regarded his being called as a witness, and of not following the instructions of the plaintiff by calling witnesses.

Thomas Woodfine.—I am a brewer at Hornchurch. In May, 1856, I received a letter from Clayton & Co., stating that they were instructed by Miss Smith to bring an action for breach of promise of marriage. I went to the defendants, who had been employed by my father, and saw old Mr. Simpson. I stated the facts to him. He said, "They cannot prove a breach, or, if they can, you are justified in making one." I asked him if I could give evidence, and be a witness. He said, "You can; the Common Law Procedure Act has altered the law, and plaintiffs and defendants can be examined except in the case of adultery." I said, "Then I am perfectly safe, as I can prove all I have stated." I received a letter on the 8th of May from the defendants, asking to see any letters. On the 15th of May I received another letter from the defendants, stating that proceedings were commenced, and asking for any letters. On the 17th of May I went to the defendants' office, and handed letters and a full statement of the case (19 sheets). On the 5th of June I received a letter from the defendants with draft brief. On the 14th of June I received another letter from the defendants requesting me to read over the brief. The draft brief contained a statement that the defendant was a brewer in good business at Hornchurch, and that his father died a few months ago possessed of considerable property. That was all that related to the defendant's property. It also stated, that, if it should be thought necessary to go into evidence, the defendant was ready to substantiate his statement; and, in the proofs, the defendant's (Woodfine's) evidence was first set out; and there were minutes for the examination or cross-examination of the plaintiff, Miss Smith, who had been subpœnaed for the defendant. On the 17th of June I accompanied my mother to the defendants' office, and we saw old Mr. Simpson. I said to him, "There is next to nothing in the brief." He said, "I have omitted everything offensive purposely." I said, "How are the judge and jury to know the insults I have received?" He said, "It will all come out on your evidence, and you will stand so much better." I said, "Are you perfectly sure I can be examined as a witness?" He said, "You can; there is no doubt of it." I then said, "I am perfectly safe." He said he had subpœnaed Miss Smith and her father. The trial was fixed for Saturday, the 5th of July; and, the day before, I called at the defendants' office, and saw Mr. Roberts, one of the defendants, for the first time. He said I should come off with flying colours. I said, "I dare say the people will laugh at me for a fool when I get into the box." Roberts said, "Its a mistake; you can't be examined." I said, "Why, that's what I have always relied upon." On the Saturday, I came to town and went into court, and about four o'clock the trial was adjourned. I then went to the defendants' office, and saw Mr. Simpson. My mother said, "I am perfectly astonished at the statements made by Mr. Smith; they are incorrect, and must be denied; for I can prove that he had not a farthing in the funds." Mr. Smith had stated in the court, when examined that day, that I had told him that I had £19,000 in the funds, and that the brewery was worth £100,000, and the profits were £6,000 a year, and that I had other property also. My mother added, that, as regarded my income, Mr. Smith had put an "0" too much. She said the property had all been valued three years before, and my share was only £10,000; that Mr. Collier, of King William-street, had valued it, and he must be called; and Mr. Mason, of Romford, had valued some part of it, and he must be called; also Mr. Shaw, who had been my father's attorney, had prepared the accounts, and he could prove what the amount of my share was. I told Mr. Roberts, who was present, that the statements made were not true; and that Mr. Collier and Mr. Mason must be called, as it would make a great deal of difference. Mr. Roberts said, "It shall be made all right on Monday." On Monday, the 7th, I came to town with my mother and sister. I saw Mr. Collier that morning, and I told him of the statements, and made an arrangement with him as to where he would be during the day, as he would be wanted as a witness. I saw Mr. Roberts that morning, and I told him I had seen Collier and knew where to send for him, as of course witnesses would be called. He said, "Where is your mother? I want to know what she can prove." I called her into the office, and he asked her questions; and she said, that Mr. Smith had told her his daughter could look like any devil, and that she did not care a farthing for me. My mother said she could prove that my income was about £700 or £800 a year. I went to the consultation that morning with the Attorney-General just before the court sat. The Attorney-General asked what my mother could prove. I said, "She can prove many things, and entirely alter the case." The Attorney-General said, "Read over what Mrs. Woodfine can prove." Some one then came and said the cause was called on, and we left. Before Roberts left, he said my mother and sister were frightened. I said, "They must and shall be called, and of course you will call witnesses as to the property; that must be set right. I don't care a fig about the reply of counsel. Witnesses shall be called." Roberts said it should be all right. Witnesses were not called for me, and a verdict passed against me with £3,000 damages, the whole amount laid in the declaration. Mr. Simpson had never asked me before the trial as to the amount of my property, but I had told him all about it before the draft brief was sent—that my share was between

£10,000 and £12,000; and that times had been bad for brewing in consequence of the war, and that the property had all been valued on my father's death; but he asked me no question about it. After the trial we went to the defendants' office and told him it was entirely his fault; that he had misled me, and had opened the eyes of the opposite attorney; that he had no lawyer to deal with; that he had not explained anything, and only one side had been heard; that he had letters in his possession which he ought to have produced. On the day after the trial I received a telegraphic message, "Come immediately; counsel say we can get a new trial;" and I went to the defendants' office, when Simpson said it would be necessary to make an affidavit, and I should be examined before the four judges *in banco*. I afterwards told Simpson I had no confidence in him, and must take the papers away. Simpson said he was extremely sorry: he must admit that he had been in error. I said, "I suppose you will want your bill paid?" He said, "As I have been wrong, I will not make any charge; we will see the result of a new trial." I afterwards paid him £132. I then went to Mr. Taylor, who wrote for the papers, but Simpson said he would not give them up until he was paid. A rule for a new trial was granted, but ultimately was discharged. I have paid altogether £4,000 for damages and expenses. (In the draft brief the present plaintiff was put down as the first witness, but the engrossment was altered to "If the plaintiff could be examined, he would state, &c.").

Cross-examined.—I have since been married. My counsel were the Attorney-General, Mr. M. Chambers, and Mr. Prentice (the last was now engaged for the defendants). There was a consultation on the morning of the trial, at which I was present. My counsel were all there. I did not at that consultation tell my counsel that I had £2,000 a year. Mr. Chambers asked what we returned for property-tax. I answered £1,200 a year. Mr. Chambers said, "Is that your's or your mother's?" I said, "It was all the brewery—my own and my mother's together." I never told the Attorney-General I had £2,000 a year, or that it was from £1,500 to £2,000 a year. They asked me what I had told Miss Smith. They asked me what my income was. I did not tell them from £1,500 to £2,000 a year. I said, some years the whole of the brewery might be £2,000, but my income was not more than £700 or £800 a year. To the best of my recollection, I told them so. I certainly told them £700 or £800 a year. The consultation was much hurried. Mr. M. Chambers laughed, and they joked me about Miss Jones. I have not a farm of my own. I lease a farm of about 370 acres. The brewery is freehold. We have public-houses. There are eleven freehold, three copyhold, and sixteen leasehold public-houses. I don't know what malt duty we pay. I made an affidavit, and did not deny the statement made by Mr. Smith, that I had told him the brewery was worth £100,000. I said I should not like to have that denial put in the affidavit, because there were circumstances that required explanation. I had made remarks in joke to Smith's family. I said in their house, "They say we have sold the brewery for £95,000; is not that a good joke, for I should not have valued it at half that sum." I never told Smith that it had been valued at £50,000 or £60,000, but that it was worth £100,000. I did not tell him that the brewery had brought in the last year £6,000. I did not tell him I had £19,000 in the funds. I had not any money in the funds. There is money standing in the funds in my name and my mother's, as trustees for my sisters. I don't know what the amount is. I can swear it is under £10,000. I think the draft brief was sent to me a month before the trial. I did not correct the statement in the draft that my father died worth considerable property. I was not told a week before the trial that I could not be examined as a witness. It was only two days before the trial that Roberts told me his partner had made a mistake. I was not told so on the 25th or 27th June. At the consultation the Attorney-General came in in a great hurry, and while he was dressing himself, and taking breakfast, he shouted out, "Tell Chambers to take the first witness." The Attorney-General did not tell me he should not call witnesses. He said nothing to me about not liking to give them a reply. I did not correct the draft brief. I suggested a few alterations. I did not expect to have to teach Simpson the law.

Re-examined.—The consultation on the Monday lasted about seven or eight minutes. The counsel were very jocular, particularly Mr. Chambers.

Mrs. Mary Woodfine, the mother of the plaintiff, corroborated him as to the instructions to call witnesses. The profits of the business had been valued at £1,200 a year, but she thought that too high.

Mr. Shaw, who formerly acted for the plaintiff's father as his attorney, but who had retired from business, stated that the real and personal property of the late Mr. Woodfine was valued at about £40,000. That was the whole amount divisible among the family.

Mr. Serjeant *Byles* then addressed the Court for the defendants. Although he believed the verdict would be for the defendants, yet from the speech of his friend it was impossible but an impression must have been made. The defendants had not stirred up this litigation. The plaintiff had gone to them in his extremity. His friend had twice vouched the respectability of the defendants. The elder Mr. Simpson had been in practice forty years, and his experience was assisted by younger men. There were few positions more honourable than that of a solicitor. He had the confidence of the nobility and all classes, and matters of the greatest complexity and delicacy were placed in his hands. Counsel, who had large emoluments and seats in Parliament, were the makers and administrators of the common law; if they made mistakes they were not amenable because it was supposed they worked gratuitously, but the attorney was held liable for any error or mistake, although his profits were but small. When, however, an attorney acted under the advice of counsel he was safe. The present defendants employed the late Attorney-General, now Chief Justice, and Mr. M. Chambers, and they would both be called, and would state that they advised the defendants that witnesses ought not to be called. In that action a verdict for £3,000 was given, and he (the learned counsel) was sure the present jury would have done the same. That verdict afterwards met with the approbation of the Judges of the Court of Common Pleas, upon their discharging the rule for a new trial; and now the plaintiff wanted to get all this money back from his unfortunate attorney. In cases of breach of promise of marriage it was a very rare thing to call witnesses for the defendant. There was no doubt of the promise and the breach. Suppose the mother had been called, the counsel would have got out from her these numerous public-houses, and she must have been cross-examined more strictly than was necessary on the present occasion. The Attorney-General had seen all this, and he also knew what this gentleman had said on consultation. The Chief Justice would say that he had told them his income was £2,000 a year. After what the jury had heard, would there have been any use in calling witnesses to try and cut down the value of the property? They had now seen the books under a judge's order, and the value had been very considerably understated. Was the plaintiff now to say, "I did tell Mr Smith so, but I lied?" It mattered not what inquiry had been made, for the Attorney-General had said it was not expedient to call witnesses and give a reply. The brief stating that the father had been a man of considerable property had been laid before the plaintiff, and he had not suggested an alteration. If inquiries had been made, they would only have shown that his property was large. Then it was complained that the defendant had said that Woodfine might be examined as a witness. An Act of Parliament had recently passed altering the law, and anybody, even a judge or a counsel, and more so an attorney, might fall into a mistake. The question then arose as to when the mistake was discovered. He should show that a fortnight before the trial Woodfine was told that he could not be a witness. But if he could have been called, did they believe the Attorney-General would have called him, and subjected him to cross-examination? He was sure he would not have done so. The plaintiff then complained of witnesses not having been called. That was not for his client to do, the responsibility rested with his counsel. God forbid that counsel should be personally responsible; for, if they were, they would in every case say "Call witnesses." The moment counsel decided, the attorney was relieved from responsibility. The counsel at consultation heard the whole case, and they exercised their discretion. They had heard the defendant's admission, and upon that they determined not to call witnesses, or they might enhance the damages. The young gentleman wished the Attorney-General to fight the whole case—first denying the promise, and then denying the breach. He submitted that the former jury had given a most righteous verdict; and, had witnesses been called, the damages might have been larger still. He trusted that he should have the satisfaction of hearing their verdict for the defendants.

The Lord Chief Justice of the Common Pleas.—Last year I was Attorney-General. I had a brief in a cause of *Smith* v. *Woodfine*. I was counsel for the defendant. I don't remember the date of the trial. The brief was delivered in sufficient time for me to master it. There was a consultation on Saturday morning, the morning of the trial. The defendant was present, and took upon himself the business of the attorney. A more

hot-headed client I never had. A question was made about Woodfine's property. He made a statement as to his property, but as to amount I cannot say; but he made it amount to such a sum as led me to think, if the plaintiff succeeded, the damages would be something considerable. Mr. Smith was examined, and gave evidence of statements made by Woodfine of his property. It certainly was in excess of what the defendant had said to be the amount of his property. I know we considered whether we should call the defendant's mother. That was submitted to me, and I took upon myself, with the concurrence of my coadjutors, not to call her. I now recollect there was a consultation, if I am not mistaken, on the Monday morning. Smith had made out a much stronger case than the defendant had led me to suppose possible; and as I believed Smith's statement, I was led to mistrust the defendant's statement. One view of the case made by the defendant was that the breaking off the marriage had proceeded from the young lady's family, and not from himself. The plaintiff's case showed it had been done chiefly at the instigation of his mother. I had so much distrust as to the reliance to be placed on the defendant's case that I said, "Although there may have been an exaggeration as to the defendant's means, there would be danger in calling witnesses." I am bound to say the attorney had nothing to do with it. Counsel, and not the attorney, determined the course.

Cross-examined by Sir *F. Thesiger*.—As regards being concerned in cases of breach of promise of marriage, I see my superior. There was no lack of discussion about calling witnesses as to the property. I thought the defendant might have exaggerated the amount of his means to make himself more acceptable. There was no additional brief delivered, I think. You go away for the long vacation, and it goes out of your mind. I did my best to settle the action. I was not told that it was the defendant's determination to have witnesses called. The defendant put his attorney quite on one side. I could not keep him quiet. It must not be supposed, because I was at breakfast, that the consultation was a hurried one, because such was my habit. The other side wanted £1,000, and I advised Mr. Woodfine to give it. If Mr. Woodfine had insisted upon calling witnesses, I should have said, "I will do so, but it is contrary to my most determined advice." Woodfine took the lead and kept it, and in no case was an attorney less responsible.

Mr. M. Chambers.—I held a brief in that cause. I don't recollect how long the brief had been delivered before the trial. I recollect the consultation. The defendant, in answer to my questions as to property—my impression is, but I won't bind myself to it—said, "From £1,500 to £2,000 a year." I agreed, after hearing the evidence for the plaintiff, that witnesses should not be called. I have no recollection of what occurred at the consultation on the Monday morning. Woodfine did not put his income as low as £700 or £800 a year. I think not. It would have been extremely imprudent to call witnesses. I observed not the least want of skill or care on the part of the present defendants. Woodfine took a very active part at the consultations. He said he had been hardly used by the Smith family.

Cross-examined.—I don't remember the jocularity at the consultation; but it is very likely. I was not aware that Woodfine had insisted upon witnesses being called. I was counsel for Woodfine upon the application for a new trial. I don't know that I ever mentioned that Woodfine had stated his property to be £1,500 a year. I recollect the brief stating that it was £700 a year. I was much surprised at its being put so low. If the attorney says there were three consultations, no doubt there were. I heard that Mason and Collier could speak as to the property, but I don't know when. The usual course in these cases is to state the general circumstances, but I have a very limited experience in breaches of promise of marriage. If I had been told that the client insisted upon witnesses being examined, it is difficult for counsel to say what he would do. I think I should take upon myself to act according to the best of my judgment. When a counsel exerts all his abilities I think he should take the responsibility. Mr. Woodfine was sitting by me in court, and he made no suggestions. Clients will interfere and talk. I should expect to receive communications from the attorney. I have no belief whether I was told or not that Mr. Woodfine had insisted upon witnesses being called. Mr. Woodfine was sitting behind Mr. Prentice.

July 7.

The Lord Chief Justice of the Common Pleas stated that he wished to add to his evidence. He had stated yesterday that if Mr. Woodfine had acted according to his advice he would have given £1,000. It had occurred to him since, that this might have created an impression that he had advised him to give that sum. What he meant was, that he felt so strongly that the case was desponding, that, if Mr. Woodfine had acted according to the spirit of his advice, he would have compromised the matter by giving that sum. No sum was mentioned but £500, and that sum he had offered, but it was rejected so peremptorily, and the sum named as the *minimum* on the other side appeared so large, that he thought the case ought to be fought out.

Mr. Justice *Wightman* said he did not know what view the jury took of the case after the evidence of the Chief Justice—whether there was any culpable negligence; because it was quite clear, that, under the circumstances, the counsel would not have advised witnesses being called.

Sir *F. Thesiger* said, of course, if that was now the opinion of the jury—

The Judge.—It had occurred to him, that, after the evidence of the Chief Justice and Mr. Chambers, the jury might have formed an opinion on the matter.

A Juror.—It depends entirely whether or not the advice of counsel is to override that of the solicitor; in that case I fancy the trial would be at an end.

Sir *F. Thesiger* said there would be this consideration, as to whether there was a communication made to the counsel of the strong determination of the client that witnesses should be called.

The Jury.—We would rather hear the case.

Mr. Smith.—I reside at Hornchurch, and was for many years in the Audit-office.

After some discussion it was ruled by the Court that the proper mode of proving what this witness said on the former trial was by reading the transcript of the short-hand notes taken on the trial.

Mr. Cherer put in a transcript of the notes he took of Mr. Smith's evidence on the trial of *Smith* v. *Woodfine* this day twelve months.

The transcript was read. Smith stated that Woodfine had told him he had £6,000 a year, and that the brewery was worth £100,000, and that he had £19,000 in the funds.

James Alexander Simpson.—I am one of the defendants. I commenced practice in 1818. The plaintiff called on me on the 5th of May, 1856. He was a stranger to me at the time. The plaintiff brought me an attorney's letter threatening an action against him. He went into a long explanation of the facts, and stated that he had been most shamefully treated by the Smith family, and this was an attempt to extort money, and he would resist it if it cost him £1,000. I was led to believe that Miss Smith had broken the contract, and not he. I had a correspondence with the other attorney, and communicated it to the plaintiff. I cautioned him of the consequences, and told him a refusal in plain words was not necessary. Immediately after the writ was issued I requested him to give me in writing the dates of all the transactions. He brought me a written statement. I asked him particularly whether anything had been said in reference to settlement or means. He said, "No;" he had told Mr. Smith that what he intended to give his daughter he might give to her brother, as he did not want it. Upon that I instructed counsel to prepare the pleadings, which I afterwards explained to him. I consulted him particularly as to the counsel he would wish engaged, and we determined on the Attorney-General and Mr. Chambers. After notice of trial I wrote to apprise him it had been given. He called the next day, and I said I would prepare the brief immediately, that there might be ample time. I prepared the brief, endeavouring to embody in it everything he had told me. I sent him a copy of the brief, and a draft of a proof for him and his mother, on the 14th of June. I wrote also, that, although I had sent him a proof, there was no probability of any witnesses being examined. The plaintiff called on the 17th with his mother, and brought back the brief, and suggested several alterations and corrections, which were all made. Mrs. Woodfine wished the evidence to be corrected. She said, "You seem to have let the Smiths off very easily." I said I should be doing injustice to her son if I introduced such a line of defence. The brief was again sent to him corrected. I was then under an impression that he would be examined. I had mistaken the Act of Parliament. I discovered my error on the 20th of June, and I am under a strong impression that this was communicated to him on the 21st of June. I was afterwards taken ill. On the 27th of June I had a long conversation with Woodfine, and expressed my regret that I had fallen into the error; but I said it would not prejudice him, as in a case of this kind it was an unheard-of thing to call witnesses, the object being to have the

last word. Mr. Roberts took the management of the case from that time. I saw Woodfine on the Saturday afternoon of the trial, between the two hearings. Mrs. Woodfine complained that Mrs. Smith had given evidence that was perfectly untrue. I was going out, as I was very ill. I saw the plaintiff again after the trial. He complained of the result, and of the evidence that had been given; that the Attorney-General's speech was an ineffectual one. He made no complaint of me, or about witnesses being called. He never told me what his property was. I always went for a verdict. The day after the trial, he went into a statement of his property. I did not hear them say on the Saturday that they could prove that he had no money in the funds.

Cross-examined.—It is the duty of the attorney to prepare the brief. It is his duty to make the proper inquiries. I always felt that if I went into a statement of his property, I might induce counsel to think I had not confidence in his statement, which I really had. It is a matter of opinion whether I ought to have made counsel aware of everything. In ordinary circumstances it is usual to state the particulars of the property, but it must be left to the discretion of the attorney. I intended leaving it to counsel to ask for any further information they might require. A brief where counsel require further information is not defective. It is a matter of opinion. It is the solicitor's duty to instruct counsel fully according to his discretion. I did not think it expedient to go into particulars of his property. I believed that he could be a witness. He did not ask me whether he could be a witness, as I believe. I don't mean to deny that I might have said that parties might now be witnesses. I did not prepare the brief till after issue delivered. The brief was engrossed, I think, between the 24th and 26th. I have office books. I was under a misapprehension as to the exception in the Act. I think I looked in the Act on the 21st. I subpœnaed Miss Smith under the same impression. I undertook the whole of the business down to the time of the brief being prepared. On the 27th I told Woodfine I had found I was under a misapprehension as to the Act of Parliament. He did not say he believed the brief to be very meagre, but, on the contrary, Mrs. Woodfine said I had not abused the Smith family. After the first day's trial, the plaintiff and his mother did not complain of the statements of the witnesses, and that they must be contradicted. She said the statements were untrue. These particulars will not be found in my day-book. I did not lay instructions before counsel to advise upon evidence. I delivered the brief a week before the trial. I never knew an instance of witnesses being called for the defendant in such a case. I could not get a consultation with the Attorney-General, though I sent every day, he was so much engaged. I might have had a conference with Mr. Prentice, but I did not think it a case that required it. When I discovered the error, I altered the brief. The proof of Miss Smith for cross-examination was engrossed. There was a proof for the present plaintiff which is altered to Mr. Smith, embodying the evidence of Woodfine and Smith. I asked Mr. Woodfine whether I could rely upon Mr. Smith giving fair and impartial evidence, and he said I might. I never had any communication with counsel. I was ill. I had stated in the brief that the plaintiff's family would not hesitate as to the means of obtaining their ends, as the whole was a conspiracy. When the plaintiff was going to take away the papers, I did not say I admitted I had been in error. He said Mr. Roberts had insulted him by stating that he believed Mr. Smith's statement in preference to his. I said I was sure he did not intend it. I never said that I admitted I had been in error, and would not make any charge; not a word of the sort took place. I know affidavits were prepared. On the 8th of July, Mr. and Mrs. Woodfine came to the office and saw Roberts. The names of Collier and Mason were never mentioned: if they had been, I would have taken care they should have been in attendance. I could not have mentioned them to counsel. If my client had insisted upon witnesses being called, I should have mentioned it to counsel. Circumstances may alter the course to be adopted. No doubt the amount of property would influence the jury.

Re-examined.—In my brief I said the plaintiff was the son of a man of considerable property. In my opinion that was a proper statement to make. I did not consult Mr. Prentice, because I thought it desirable to have a consultation with all three counsel.

Mr. Roberts.—I am one of the defendants. The plaintiff first spoke to me on the 21st of June. The plaintiff had the brief three times. He suggested an alteration in the brief. On the 22nd or 23rd I saw the plaintiff, who asked what I thought of his case. I said, "According to your own case, you stand well, but in these cases the juries go with the lady." He said, "I suppose my oath is as good as hers." I said, "You will neither of you be examined as witnesses." He said, "Oh, I did not know that. Mr. Simpson seemed to be doubtful." I saw him on the 27th. I am positive he knew he was not to be a witness. He said, "Can I get any other evidence which I may have supplied?" I said, "I don't think you can, because you seem to have been by yourself on every occasion you saw the Smiths." I saw him frequently afterwards, just for a moment. I did not attend to the case. We were not able to get a consultation earlier. I sent up our clerk every day to the Attorney-General. The consultation was on the morning of the trial; it lasted over half an hour. The other counsel were present. Mr. Chambers asked the plaintiff what his income was. The plaintiff said about £2,000 a year. Mr. Chambers said, "But what did you tell the lady you had?" The plaintiff hesitated, and said, "I might have told her £2,000 or £1,500 a year; but I am not sure." The Attorney-General said, "You have been a great fool, Sir; you will have £2,000 at the least to pay." I asked counsel whether there was anything wanted; they said, "No," all of them. I suggested to Mr. Prentice a proposal as to a compromise, as the Attorney-General seemed to have a bad opinion of the case. Mr. Prentice said, "Which had you rather do, give £1,000, or run the chance of a verdict?" The plaintiff said, "I would prefer going to trial; if the whole amount is given, it will not hurt me." He was in an excited state. He was present at the trial, by the side of Mr. Prentice. I heard Mr. Smith examined about the property, which came upon me by surprise, as the plaintiff had given me no information upon the subject. After the first day's trial, I said to the Attorney-General, "I can't believe that Smith's statements are true; shall I obtain any evidence of fortune?" The Attorney-General said, "No; they are only what Smith said Woodfine stated to him, and you can't contradict them." I asked him again if there was anything else I could do. The Attorney-General said, "Yes; I want to know what the old lady says about the interview." I then left the court. The Attorney-General said, "I must place it all upon the father, the hasty issuing of the writ, and the lawyer's letter." I left the court accompanied by the plaintiff and his family. Between Guildhall and Moorgate-street, I said to him, "These statements of Mr. Smith are very awkward; tell me, did you ever make those statements?" He said, "No; they are all —— lies." I said, "What is the value of this brewery?" He said, "Certainly not more than £50,000, at the outside." Not a single syllable was said to me about Mason, Collier, or Shaw on that day. I then went to my office, and met Mr. Simpson going out. The plaintiff did not to him mention the names of Collier, Mason, or Shaw. Mrs. Woodfine's carriage was waiting. I told her what the Attorney-General had said about the interview with Miss Smith, and requested her to bring me an account of it. On Monday morning Mr. and Mrs. Woodfine came to my office. I went through a written statement which she brought with her, and her statement did not appear to me to be collected and clear. On that morning, either before, at, or after consultation, not a word was said about Collier, Mason, or Shaw. I said to Mrs. Woodfine, "At all events, you can swear that your son has no money in the funds." She said she could state it. I then had a consultation with the Attorney-General, and I communicated to him whatever Mrs. Woodfine had told me. The Attorney-General questioned Mr. Woodfine, and there was a discussion as to calling witnesses. The Attorney-General said, "I do not like to give them the last word. I will not call Mrs. Woodfine." In my judgment I did not think it desirable to call any witnesses. I remember an application to stay the execution. The plaintiff said he was afraid he could not, in his affidavit, deny that he had told Smith the brewery was worth £100,000. The statement as to the plaintiff's income was originally left blank in the affidavit, but was filled up by his dictation as £750. I think on the 9th of July he complained of negligence. He said that the Attorney-General had managed his case very badly; that he had not read a letter of Mr. Simpson to Clayton and Co., and he was sure we had not given him a sufficient fee. He then complained of me for the first time. He did not, on the Saturday after the trial, say there was a great deal of difference between £600 and £800; and I did not say it should be set right on the Monday.

Cross-examined.—The first business I did in the case was the delivery of the briefs on the 1st of July. I had not done anything in the cause before, except just look through the briefs. I did not first enlighten Mr. Simpson as to his being a witness. I had never given such a matter a thought. If I had

been asked, I might have said I would look; but it never occurred to me. I would not have given an answer without looking. I did not see in the draft brief that Mr. Woodfine was put down as a witness. When I read the brief he was not put down as a witness. I think I heard that Miss Smith had been subpœnaed. I now do know it. When I heard she had been subpœnaed, I did not go and remonstrate with my partner. On the 21st I had no material conversation on the subject of the cause. When the Court rose on the Saturday, the plaintiff and his family came to the door of the office. I am inclined to think the mother and sister stood by the door. The carriage may have been Mr. Thompson's. At no time on the Saturday or Monday was any mention made of Collier or Mason; nor was anything said about the property having been valued. Mr. and Mrs. Thompson did not walk with me from the court, and find fault with me for not calling Collier and Mason. They walked behind me. They found the greatest fault with the Attorney-General for not calling Mrs. Woodfine.

James Hewlett.—I am clerk to the defendants. I delivered the briefs in "Smith and Woodfine" on the 1st of July. I applied for a consultation every day at the Attorney-General's chambers, and also to his clerk at Guildhall, and got as early a consultation as I could; and that was on the Saturday morning.

The following evidence was then produced for the plaintiff:—

Mr. Thompson.—I and my wife walked from the court on the Monday with Roberts. My wife found fault with him for not having called Mason and Collier, as he had been told to do, on the Saturday.

Cross-examined.—My wife said, "You ought to have called Mr. Mason and Mr. Collier," and—she was most intemperate—"you ought to have called witnesses for the defendant."

Mrs. Thompson.—After the verdict, I walked with my husband and Roberts from the court. I found fault with Roberts, and expressed myself in a manner my husband did not think ladylike.

Cross-examined.—I asked him why he had not called Messrs. Collier, Mason, and Shaw, as my mother and brother had requested on the Saturday. I said they ought to have been called, and asked how the jury could understand the case without their being called.

Mr. Serjeant *Byles* then proceeded to sum up the defendants' case. Mr. Thompson and his wife differed as to the words used, and the important words were, "as you were desired to do on the Saturday," and Mrs. Thompson varied her statement. If his client were not an attorney, there would not be the slighest doubt as to the verdict, but he knew an attorney had harder measure dealt out to him than others, and a learned judge had said he expected to see the day when a rule should be moved for calling on an attorney to show cause why he should not be executed. An attorney was justified in following the course pointed out by his counsel, and if he did not follow that advice he was not justified. If a client was absent on a trial, an attorney was liable to an action if he did not follow the advice of counsel. It was the bounden duty of an attorney to obey and act under the advice of counsel. Mr. Woodfine had his own counsel, and well had he chosen; for that learned judge had, by his high talent and exertions, well merited the high position in which he was placed, and no man was more properly placed. His friend Mr. Chambers was well known in this hall, and Mr. Prentice was a most eminent lawyer; and both might well aspire to sit in the place, or near the place, of the Lord Chief Justice.

July 8.

Sir *F. Thesiger* addressed the jury in reply.—He disclaimed any intention of endeavouring to inflame their minds by the vulgar prejudices entertained against attorneys. The question was, not the high respectability of Mr. Simpson, but whether in this cause he had exercised that diligence and judgment which were required of him. When an action was brought against a man he had recourse to his attorney, and fully stated to him the whole of the facts; and it was the duty of the attorney to extract from the client the nature of the action and the evidence that could be brought to bear upon the case of the defendant, and then, after receiving the pleadings, to prepare a brief; and the attorney did not relieve himself from responsibility by sending the brief to the client, who could not be supposed to understand its different bearings. The attorney then delivered the brief to counsel, who could not go beyond the information it contained. When the case came on for trial, then the counsel's responsibility commenced, and he acted in the conduct of the cause according to his judgment and discretion. These being the different duties of the parties, let them look at the conduct of the defendants. In an action for breach of promise of marriage one important point was the amount of the property of the defendant; but in this instance Mr. Simpson seemed to have been inoculated with the sanguine view of Mr. Woodfine, and to have only looked to the verdict. He thought it was the duty of the attorney to look to every phase of the case, and Mr. Simpson ought to have seen, that, if a verdict should go the other way, the amount of property became of the greatest importance. His friend said the brief did contain that information. The brief said, "The defendant is a brewer at Hornchurch, in good business, and his father died lately possessed of considerable property." Did that convey to the counsel any information at all of the amount of the property? But it did convey to them the idea that the defendant was a man of great property. The preparation of the brief was governed by the extraordinary mistake into which Mr. Simpson had fallen. His friend had said that that had been no disadvantage to the plaintiff because he had been informed of the mistake by Mr. Roberts some days before the trial; but the whole brief was prepared upon the assumption that the plaintiff and the defendant could both be examined. The brief had been sent to Mr. Woodfine with his proof, and instructions for the cross-examination of Miss Smith were set forth. But counsel received the brief denuded of the information as to the property, which had before appeared in the evidence of Mr. Woodfine. They then came to the turning point of the case, upon which there was contradiction in the evidence. It was said by the plaintiff that circumstances had occurred which rendered it necessary for the defendants to be extremely cautious, and to have communicated to the counsel the evidence that could have been given upon the value of the property. Mr. Smith's evidence was a statement which he asserted Mr. Woodfine had made to him. He could not be contradicted; but the ascertained value of the property could be shown, and Mr. Woodfine, Mrs. Woodfine, and the two daughters positively stated that a communication of this kind had been made to Mr. Simpson and Mr. Roberts, and they were told witnesses must be called. All this must be true, or must be fabricated, and they must have come here deliberately to perjure themselves. Mr. Simpson and Mr. Roberts denied this, but it might be that they had a blank memory, forgetting that it had taken place. To show how things might be forgotten, the Lord Chief Justice, when first examined, did not recollect that the trial had lasted more than one day; therefore it was easily to be imagined that Mr. Simpson and Mr. Roberts might have forgotten the circumstances; but on the part of the other parties it would remain impressed on their memory to the end of their days. The difference in the position of the parties was extremely great. The fact of Mr. and Mrs. Woodfine meeting Mr. Collier on the Monday morning, and making arrangements with him to come to the court when sent for, would in a great measure go to confirm their statements. The Lord Chief Justice, with the authority of his position, had given an opinion, in which, had he been a more humble person, he ventured to imagine he would have been checked. He stated that he thought there never was a case in which attorneys could be held to be less responsible. He much doubted whether any counsel would be bold enough to take upon himself the hazardous responsibility of not calling witnesses when imperatively desired to do so by the client. But Mr. Roberts, having stated that he never heard Collier's name, or Mason's name, of course could not have communicated to counsel the desire of the client; therefore counsel could not have had that information upon which alone they could exercise a proper discretion. The evidence of Mr. and Mrs. Thompson yesterday, as to what Mrs. Thompson had stated to Mr. Roberts, was a confirmation of the evidence given upon the point by the other parties. He now came to a part of the case which he thought would strengthen the evidence of the Woodfines, because, if the defendants' case was correct, there was no ground for an application for a new trial. The trial terminated on the 7th of July, and on the following day these defendants sent a telegraphic communication to the plaintiff—"Come up immediately, counsel say we can get a new trial;" and they wrote that very day to the plaintiff a letter in which they mentioned the names of Collier, Mason, and Shaw, as persons who must speak to the value of the property. He said there was a mistake of law and neglect of duty, and failure to communicate to counsel the information which was absolutely requisite in the conduct of the cause. His friend had amused himself by reading Mr. Woodfine's letters to Miss Smith; but he (Sir Frederick) must say, that, according to his recollection of his younger days, the letters were as wise as he had ever read; they were, in fact,

according to his idea, rather too cold. It was said that Mr. Smith had made a statement of that which had been represented to him by Woodfine, and that that was a contract between them as to the amount of his property, and must conclude him for ever. Many men vapoured and boasted of their property. It was assumed that the damages must have been the same had witnesses been called; but what right had the defendants to speculate upon this? At all events, why had they not performed their duty by informing their counsel of the facts? If they had not done this they were guilty of the negligence imputed to them. He charged them with negligence in not inquiring as to the property of the plaintiff, with a mistake of the law, and with not having called witnesses after the desire of their client, and with not having given that information to counsel.

Mr. Justice WIGHTMAN then summed up. The charge made by the plaintiff was, that the defendants had conducted his defence in the prior action in an unskilful, careless, negligent, and improper manner, by reason whereof Miss Smith recovered a verdict against the now plaintiff for much larger damages than otherwise would have been given. It seemed that the plaintiff was unacquainted with the defendants up to the time of his applying to them. It was said, that, up to a comparatively late period of the case, the defendants were of opinion that Woodfine himself could be examined as a witness. Now, by law he could not, and, therefore, it was suggested, that, so far as the property was concerned, the defendants ought to have called, or instructed counsel to call, or told them the names of, certain witnesses, who could have shown that the property had been very much exaggerated by Mr. Smith. It seemed to him (the judge) that there was hardly any ground for charging negligence in not having discovered, down to a late period, that Woodfine could not be examined as a witness; but the mother was put down in the brief. But it was said that beyond that, the defendants ought to have entered into a statement of the property in detail for the information of counsel. It might be, that, in the first place, it was important in such an action to show the state and condition of the defendant in that action, but it could not be anticipated what evidence would be given on the part of the plaintiff. It seemed to him that down to the Saturday, at the end of the trial, there was nothing unusual in the conduct of those who managed the case. The evidence as to what had taken place on the Saturday afternoon and on the Monday morning was conflicting, and the jury must decide between the parties. But the learned counsel who had been in the case had been examined, and they had stated, that, in their opinion, it would have been very imprudent to call witnesses, and thereby to give a reply to the opposite counsel. The circumstances of the prior case had been introduced to show that there was nothing extraordinary in the jury giving the amount of £3,000. The learned judge then went through the whole of the case of the breach of promise of marriage, and of the evidence appertaining to it. The question for the jury was, whether the damages would have been less had the defendants conducted the case differently, and called witnesses, or had informed the counsel of the desire of the client that witnesses should be called.

The jury retired, and having been absent some time, they sent a note to the judge; upon which his Lordship conferred with the counsel on both sides, and the jury were sent for, and upon their coming into court, his Lordship told them, that, in consequence of their note, the parties had agreed to withdraw a juror.

Juror withdrawn.

VACATION BUSINESS AT JUDGES' CHAMBERS.

The following regulations for transacting the business at these chambers will be strictly observed till further notice:—

Acknowledgments of deeds will be taken at ten o'clock.

Original summonses to be placed on the file.

Summonses adjourned by the judge will be heard at half-past ten o'clock.

Summonses of the day will be called and numbered at a quarter before eleven o'clock, and heard consecutively.

The parties on two summonses only will be allowed to attend in the judge's room at the same time.

All long orders to be left, that they may be ready, on being applied for, the following day.

Counsel will be heard at a quarter to one o'clock. The name of the cause in which counsel are engaged to be put on the counsel file.

Affidavits in support of ex parte applications for judge's orders (except those for orders to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances; such affidavits to be properly indorsed with the names of the parties, the nature of the application, and the names of the attorneys.

All affidavits produced before the judge to be properly indorsed and filed.

Queen's Bench Chambers, July 11.

INCORPORATED LAW SOCIETY.—At a meeting of the Council on Thursday last the following gentlemen were appointed Lecturers for the ensuing year:—

Mr. Richard Edward Turner..... Common Law.
Mr. Freeman Oliver Haynes..... Equity.
Mr. James P. Peachey ..... Conveyancing.

LAW AMENDMENT SOCIETY.—On Saturday evening the anniversary dinner of this society took place at Greenwich. The president of the society, Lord Brougham, took the chair; and there were also present the Marquis of Clanricarde, the Right Hon. W. Napier, M.P., Sir Erskine Perry, M.P., Colonel Sykes, M.P., Mr. Baron Bramwell, Mr. Dunlop, M.P., Mr. Collier, M.P., Mr. Craufurd, M.P., Chief Justice Draper (of Canada), the Vice-Principal of Brasenose College, &c. The usual loyal and patriotic toasts having been given, the noble president referred to the progress of the society during the past year, which he characterised as most satisfactory, not only with regard to the increased number of influential members that belonged to it, but also to the legal improvements it had effected. He paid a high compliment to the long-continued exertions of his learned friend Mr. Napier, towards the establishment of a regular department of justice, and noticed with true satisfaction the efforts which had been made by the East India Company to improve the constitution and working of their native courts—efforts from which he hoped and expected ere long to see great results. Mr. Napier had also done much towards establishing a system of compulsory examination for barristers, which he (Lord Brougham) was certainly in favour of as an almost necessary measure, and certainly one well calculated to raise the *status* of the profession. He sincerely hoped the benchers before long would give that question their most serious consideration. During the present session he expected that a great deal would be done in the way of legal improvement; and the measures for a reform in the law of marriage, and in the proceedings of the probate and ecclesiastical courts, were in a forward state, and stood a fair chance of being made law this year. A much-needed legal reform for simplifying the laws relating to the transfer of real property, he feared, would not be brought forward this year; and it was a disgrace to our code that the transference of an acre of land should still remain a process in which the greatest difficulties were encountered. He believed a Government Bill would shortly be brought in with a view of obviating those difficulties; but he (Lord Brougham) fancied he would have to do what he had done with regard to the Bill for the Improvement of the Patent Laws, when, after waiting some time for the Government measure, he was at last obliged to bring in a Bill on the subject himself, on the provisions of which two Bills respectively one very good Bill had ultimately been enacted. The next toast was, "the Bench of England," coupled with the name of Mr. Baron Bramwell, who had done so much to improve the common law procedure. In briefly returning thanks, the learned Baron said, he thought the lawyers of the present day were not of a philosophical turn of mind, and looked more to legal technicalities than to the general facts of the cases. The recent improvements in the common law procedure had been of the greatest benefit. Formerly a plaintiff, even in the recovery of a debt, had to go through eight different forms of procedure before he obtained judgment, and then, after all, he had to prove that he had proved his case in due and legal form. In conclusion, the learned Baron stated that he was very glad to hear that Sir Eardley Wilmot was about to publish the whole of the Bills and Acts which had been introduced to the House and become the law of the land through the exertions of their noble president. Lord Brougham added that he was very sorry to see, in the collection referred to, that there was an undue proportion of Bills compared with Acts; but he might also state, that he had requested the author to include in the volume the unsuccessful proposals of Sir Samuel Romilly to amend the laws, which were thought to be quite chimerical at the time when he brought them forward, but which since then had become the law of the land. The healths of "Chief Justice Draper and the Colonial Bench," "the Marquis of Clanricarde and the House of Lords," "Mr. Collier and the House of Commons," and other toasts

followed, and the proceedings were brought to a close at an early hour.—*Daily News.*

JURIDICAL SOCIETY.—The next meeting will be held on July 13th, at 8 o'clock, when Mr. T. E. C. Leslie will read a Paper on "Statistics of the Bar, with Observations on the Competition in the Profession."

ABOLITION OF GRAND JURIES.—Mr. Justice Willes, in his address to the grand jury at Hertford, July 9, took occasion to make some observations in reference to the Bill at present before Parliament for the abolition of that body within the metropolitan district. He said it was his opinion that grand juries were most useful, and he hoped they would not be abolished. He was induced to make this observation from the fact of there being now before Parliament a Bill for rendering the summoning of grand juries unnecessary within the jurisdiction of the Central Criminal Court. He, however, looked upon the grand jury as one of the best preservatives of liberty in troublous times, as standing between the Crown and the subject, and protecting the latter from persecution under colour of law; and it was not because we now lived in peaceful times that the necessity of grand juries might not again become apparent. He also could not help thinking that grand juries were of great use in directing the operations of the law in cases that came before the court, and that they were of the highest importance, as a body of gentlemen standing to see justice done to the prisoner on the one hand, while on the other they were of the greatest support to the judge in case an unfair attack was made upon him.

COURTS OF LAW COMMISSION.—The Royal Commissioners appointed to enquire and examine into the constitution of the Superior Courts of Law at Westminster, and into the existing arrangements of the Circuit Courts, have agreed to their report, which will be printed and ready to be submitted to Parliament before the close of the session. It is understood that the Commissioners will express their opinion, founded upon the evidence before them and their own experience, that no diminution of the number of judges can take place. Indeed, at this very time the several courts can scarcely make up a full court or get through the *Nisi Prius* sittings in time for the circuits. Several changes in the times and manner of holding the assizes will be recommended, as well as the division of the larger counties, and a more equal distribution of the circuits, with other matters of detail of a practical nature, so as to ensure a more speedy and uniform administration of justice, both civil and criminal.—*Observer.*

QUEEN'S COUNSEL.—Mr. Forsyth, Mr. Monck, and Mr. Maulsty, all of the Northern Circuit, have been promoted to the rank of Queen's Counsel.

DUCHY OF LANCASTER.—Henry Bliss, Esq., Q.C., the senior Queen's counsel attending the assizes at Lancaster and Liverpool, has been appointed Attorney-General of the County Palatine of Lancaster, in the place of C. J. Knowles, Esq., Q.C., resigned.

Recent Decisions in Chancery.

PRACTICE—ORAL EVIDENCE ON MOTION FOR DECREE.

Pellatt v. *Nichols*, 5 W. R. 724.

Some inconvenience is often felt from, what has been supposed to be, the necessity of proceeding by affidavit evidence on a motion for decree. If a party wants to obtain the testimony of an unwilling witness, this can only be done by serving him with a subpœna to appear before the examiner. The Orders by which the practice on motions for decree is regulated were evidently framed on the assumption that affidavits would be the only evidence employed. They direct the plaintiff to annex to his notice a list of his affidavits. They require the defendant to file his affidavits within a fortnight, and allow one week more for the plaintiff's affidavits in reply. These regulations are followed by an express prohibition, in the ordinary course, of any further evidence. It was not easy to see how these rules could be accommodated to a case in which oral evidence was to be given. The limitations as to time would certainly become impossible, and it would besides require a very liberal reading of the Orders to understand the word affidavits as including depositions of witnesses who may not have been examined at the time when the list of affidavits is required to be furnished. On the other hand, the Chancery Improvement Act contains an express enactment that a subpœna may be obtained in any proceeding; and this was some time since held (in the case of *Wigan* v. *Rowland*, 10 Hare, Ap. 18) to extend to a motion for decree. That case, however, throws no light on the mode by which the requirements of the Orders are to be got over when oral evidence is used. The inclination of the judges, as a general rule, to allow the parties the option, in all cases, of proceeding either by *viva voce* examination, or by affidavit, as may be most convenient, was strongly manifested by the Orders of January, 1855, which give perfect freedom in this respect when a cause comes to the hearing in the ordinary way. These Orders, however, do not refer in terms to a motion for decree, nor do they provide any substitute for the regulations originally framed which are incapable of being literally followed when witnesses are examined orally. This difficulty arose in the case of *Pellatt* v. *Nichols*, on the suggestion of the Court that a motion for injunction should, by consent, be turned into a motion for decree. The plaintiffs objected, on the ground that they would then be precluded from obtaining the evidence of the defendant, whom they wished to examine; but the Master of the Rolls expressed a strong opinion that this was not an insurmountable difficulty, and that the Orders might be sufficiently complied with by serving a list of witnesses intended to be called, together with the list of affidavits. The ultimate arrangement was, that an order to this effect was made by consent, with liberty to apply, it being understood that a reasonable time for the examination of witnesses was to be allowed under the dispensing power reserved by the orders, which fix the short limits of a fortnight and a week respectively. The intimation of the Master of the Rolls seems to amount to a dictum that a similar course may be pursued by a plaintiff in an ordinary case without the authority of any preliminary order; but it may perhaps be found difficult to work out this idea in practice; and it must be remembered that *Pellatt* v. *Nichols*, though strongly pointing in that direction, was a decree by consent, and is, therefore, not to be regarded as an actual decision on the question.

AGREEMENTS BY PROMOTERS OF A PUBLIC COMPANY—HOW FAR BINDING ON THE COMPANY.

Williams v. *St. George's Harbour Railway Co.* 5 W. R. 725.

In the early days of railway decisions, Lord *Cottenham* laid down and acted on a maxim, that the agreements entered into by the promoters of a Bill for the incorporation of an inchoate company were binding on the company when formed, provided that the stipulations were not beyond the powers given to the company by their Act. Where the contract made during the incubation of the company was such as the company itself might afterwards have made, Lord *Cottenham's* view was, that, even if the contract did not become the actual contract of the company in the view which a court of law would take, still it was inequitable for the corporation to repudiate it, and equity would not suffer it to take this course. In *Edwards* v. *Grand Junction Railway Company* (1 My. & Cr. 650) an injunction was granted to prevent the company from making a road in a manner inconsistent with a preliminary agreement by the promoters. In *Stanley* v. *Chester and Birkenhead Railway Company* (3 My. & Cr. 778), a demurrer to a bill seeking specific performance of a contract by promoters to pay £20,000 for certain land was overruled by the same judge. And these cases were followed by *Lord Petre* v. *Eastern Counties Railway Company* (1 Railway Cases, 462), where an injunction was granted on a bill for specific performance of a contract by the projectors to pay the enormous sum of £120,000 nominally as compensation for the damage threatened to Lord Petre's park. These cases were substantially overruled by the House of Lords in the recent case of *Caledonian Railway Company* v. *Helensburgh Harbour Trustees* (4 W. R. 671), where the rule was distinctly asserted by Lord *Cranworth*, with the assent of Lord *Brougham*, to be, that the contracts of projectors do not bind the company when formed, unless the terms are embodied in the Act of Incorporation, so as to give notice to all persons who may take shares in the company. As the law now stands, therefore, it is necessary, in order to bind the company, to show that they have adopted the contract, either by an express agreement under the corporate seal, or at least by taking the benefit of it, and so estopping themselves from refusing to perform it. This doctrine had, indeed, been propounded by the Master of the Rolls in *Gooday* v. *Colchester Railway Company* (17 Beav. 132), before the decision in the House of Lords, and must now be considered as settled law. The question which remains is, what acts, if any, short of affixing the seal of the company to the contract, will amount to such an adoption. In the case which we have placed at the head of this notice, the fact that the company afterwards submitted to pay part of the

sum stipulated for in their promoter's agreement, so as to relieve him from personal liability to that extent, was held not to amount to an adoption binding the company to the whole contract.

SETTLED ESTATES ACT.

Re Foster's Estate, 5 W. R. 726.

The Lords Justices have settled the controversy as to the time of taking the consent of married women under this Act. It is to be after the presentation, and before the hearing of the petition; and it was also intimated that it ought properly to be before the expense of advertisements is incurred, though this is not essential as a compliance with the statute.

Cases at Common Law specially Interesting to Attorneys.

COMMON LAW PROCEDURE ACT, 1854—INTERROGATORIES—PRACTICE AS TO.

Moor v. *Roberts*, 5 W. R., C. P., 693.

This was a case in which the nature of the interrogatories which will be allowed under the Common Law Procedure Act, 1854, was again discussed. The provisions of that Act upon this subject, in reference to the particular point raised by the above case, have previously come under the consideration of the Court of Exchequer in *Flitcroft* v. *Fletcher* (11 Exch. 543), and of the Queen's Bench in *Edwards* v. *Wakefield* (6 Ell. & Bl. 462).* The point in question was, to what extent questions of a *fishing* character will be authorised—those, namely, the object of which is to enable the party applying to interrogate to find out the position of the opposite party. In the present case, the action was brought against the defendants upon their engagement to see to the repayment of the full sum lent to a certain mortgagor, in the event of the premises mortgaged, on being sold under the power for that purpose contained in the mortgage, proving to be insufficient; and the defendants desired to put certain questions (among others) to the plaintiff, as to whether he was in truth the lender of the money advanced, or a trustee only for another person; as to whether the guarantee on which the defendants were sued was not merely temporary, and not in force when the action was brought; and as to whether the premises mortgaged had, in fact, been sold, so as to disclose any insufficiency—such questions being, in effect, pointed to in the several allegations of the declaration, all of which were traversed by the defendants in their pleas. A rule was obtained to set aside the order of Mr. Justice *Crowder*, who had disallowed these interrogatories; but it was now discharged with costs, after argument. "For," said *Cockburn*, C. J., "the intention of the Act was to supersede the necessity of applying to a court of equity in order to obtain a discovery"—that is, to enable a court of *law* to assist a party, the materials of whose case are in the hands of his adversary. "But it was not intended to apply to a case where a party is desirous of discovering how the other party intends to shape his case, or to find out some defect in it."

It is to be observed, that the Court of Exchequer, in *Flitcroft* v. *Fletcher*, came to a decision which seems inconsistent with the criterion adopted by the other two courts. For it was held, in that case, that a defendant in an action of ejectment is entitled to interrogate the plaintiff as to the character in which he sues, and the nature of the pedigree on which he relies. But that case was not much argued, and the Court appears to have been influenced by what they considered to be the doctrine of the Court of Chancery as to discovery, rather than the construction of the Common Law Procedure Act, 1854.

JOINT-STOCK COMPANY UNDER 7 & 8 VICT. C. 110—ACTION ON CONTRACT SIGNED BY DIRECTORS.

Charles v. *The National Guardian Assurance Society*, 5 W. R., Q. B., 694.

The defendants in this case were a joint-stock insurance company registered under 7 & 8 Vict. c. 110; and a policy effected with them by the plaintiff on the life of a debtor having become a claim, the company first tried to establish a fraudulent misrepresentation by the plaintiff as to the life assured, and that he had not a proper interest therein (as to both of which they failed at the trial), and then tried to upset the verdict he had obtained on the ground of the policy being void, because—though signed by three directors, and though the premiums thereon had been regularly paid and accepted—it did not bear the seal of the company. It was, however, held by the Court, on the authority of *Smith* v. *The Hull Glass Company* (8 C. B. 668), that, in a company established under the statute in question, the directors may bind the shareholders in matters relating to the business carried on by the company *unless* their deed of settlement restrains them from so doing; and that, in an action brought against the company on a contract so entered into by the directors on its behalf, it lies on the defendants to show that the deed of settlement does in fact contain such restrictive clause; and that it is not incumbent on the plaintiffs to show that it did not. In the present case, therefore, inasmuch as the deed of settlement had not been produced at the trial by either side, the plaintiffs (who had made out a *primâ facie* case) were entitled to retain their verdict.

It may be observed that it results from the case of *Ridley* v. *Plymouth Grinding Company* (2 Exch. 711), which was much relied on by the defendants, that, if the contract sued on be one *unconnected* with the business of the company, then (though the company may still be bound by the acts of the directors not under seal) it is essential for the *plaintiff* to prove in some way that the directors were authorised to bind the shareholders. In other words, where the contract sued on was in the course of business, the law throws the burthen of proof on the defendants; where it was not in such course, then it lies on the plaintiffs.

NEW TRIAL ON THE GROUND OF EXCESSIVE DAMAGES AND SURPRISE.

Smith v. *Woodfine*, 1 C. B., N. S., 660.

In this case, tried before *Willes*, J., the defendant was sued for breach of a promise of marriage, and the jury returned a verdict for the plaintiff with £3,000 damages. A rule *nisi* for a new trial was obtained on the ground of *quasi* surprise and excessive damages. And the motion was founded principally on the affidavit of the defendant, who swore that the statements made at the trial as to the amount of his property by the plaintiff's father were quite erroneous, and that he was taken by surprise at them. In showing cause against the rule, it was urged that the Court would not interfere with the amount of damages given by the jury in such cases as these, unless it was shown that they had been misled by false evidence, or had acted under the influence of undue motives, or from misconception or mistake (see *Gough* v. *Farr*, 1 Y. & J. 477); and that the affidavit mainly relied on to establish this was that of the defendant himself, which was not admissible, inasmuch as, by the effect of 14 & 15 Vict. c. 99, s. 4, he could not be called as a witness in his own defence. The Court discharged the rule chiefly because there was no ground for saying the defendant had been *surprised* by the evidence as to his circumstances which had been given by the plaintiff's father; for it was his own fault that the facts before the jury remained unanswered. His mother was in court, and she might have been called to explain the real state of the case. Mr. Justice *Willes*, in his judgment, after carefully going through the cases turning upon the question before the Court, added, "The amount of damages, it is true, is large; and I have remarked, that considerably larger damages are usually given by special juries of the city of London in these cases than are given by those of any other place. It may be because they are accustomed to deal in large amounts themselves, and so are led to estimate wounded feelings higher than other juries do."

It will be observed that the defendant in this case, being defeated in the above application, resolved to bring an action against his attorneys for negligence in not calling witnesses to rebut the evidence of the plaintiff's father. The result of his manœuvre will be found in the report of the case of *Woodfine* v. *Simpson & Others*, which we have noticed elsewhere.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

INFLUENCE OF POLITICS ON LAW—THE ONLY REMEDY.

The fact is so well known as hardly to require statement, that in Ireland most legal appointments, as well as others, proceed from political motives, and take place for political objects; and this so commonly occurs, that, when in some rare instances other than political considerations prevail, no credit is given in the public mind for the deviation from what has unfortunately become a recognised practice. An illustration of our meaning is found in the circumstances attending the recent appointment of a revising barrister for Dublin, as to which a good deal of angry discussion has taken place, and which is not so clearly explained as the importance of the subject demands. What occurred was simply this:—The revising barristers, who have for

* See a notice of this case, supra, p. 382.

some years performed the duty of revising the lists of voters, were some days since suddenly and unceremoniously superseded, and a gentleman of opposite political views was forthwith substituted for them. The "opposition" journals immediately criticised this unexpected change—declared that it was illegal—maintained the right of the ejected functionaries to hold office during their good behaviour, and boldly denounced this step as an attempt to turn the minority at the last parliamentary election into a majority at the next, under the willing manipulation of the lists of voters by a nominee of the Government. This is, however, but one side of the case: the other side presents a very different aspect. It is replied, that, under an old Act of Parliament, the revising barristers sit merely as deputies of the chairman of the county; and that, on the death of the late chairman, his deputies, the aforesaid barristers, became *functi officio*, and a new appointment by the present chairman was a matter of course. Now, inasmuch as by subsequent statutes the revising barristers have been recognised as distinct officers, rather than as mere deputies of a higher officer, the legality, as well as the propriety, of the recent change seems to be open to doubt; and it must be admitted, that, where a reasonable doubt existed as to the validity of the dismissal of individuals undeniably competent for the duty, the proceeding in question was a harsh and unjustifiable one. To take the lowest ground, everything in the nature of a judicial appointment should be free from all suspicion of improper motives; and the time chosen in this instance was one which could not fail, in the present state of party feeling, to create dissatisfaction in the minds of one-half of the legal and general public of Ireland.

But to proceed from a particular case to general considerations. Every person conversant with the state of affairs here knows, that, in the majority of instances, professional rank is given as the reward of political services, and not as a tribute to professional merit. Several of the judges had, previous to their elevation to the Bench, earned little reputation beyond that of good debaters in Parliament; while, on the other hand, some of the most eminent lawyers are working at the bar, without any prospect of promotion—for, being non-political, they have excluded themselves from the only avenue to the judicial bench. The natural consequence of this state of things is, that the grand object of ambition with a rising lawyer is to obtain a seat in Parliament as soon as possible. That, he knows, leads more surely to the great prizes of his profession, than does any conceivable amount of legal ability, or any extent of practice. The public astonishment was great when the present Solicitor-General (Christian)—long the first equity lawyer in Ireland, but no politician—received promotion; and for making so worthy an appointment great credit ought to be given where it is due; but this rare exception does but prove the existence of the rule we deprecate. Not to the Bench and the chief law offices is this reprehensible practice confined; it extends to nearly all the subordinate ranks in the profession. Crown prosecutorships, Crown solicitorships, and similar offices, are, in very many instances, disposed of with political views, and to partisans of the governing powers for the time being. How far this unwholesome practice is connected with the existence of the Vice-Regal Institution, we will not now stop to inquire; suffice it to say that the number of those is daily increasing who believe in no available remedy but one—the abolition of a "court," where the contending factions alternately reign supreme, and where, consequently, every act of the Government is open to the suspicion of being performed for some partisan object.

Since the above was written, the question so important to Ireland—how long this mode of Government is to continue—has been considered in the House of Commons; and a considerable majority has declared against any change for the present. We cannot, however, accept the result of the division on Mr. Roebuck's motion of yesterday as a well-considered or a final adjudication. At this advanced period of the parliamentary session, it could not be expected that to such a subject any adequate degree of consideration could be given; nor is it one which should be left to a private member of the Legislature. The Government are bound to give their earnest attention to the wide difference between the judicial and administrative systems of Ireland and England, and to trace the causes of the difference. We have little doubt that those causes will be found to be connected with the want of a responsible central government for the whole of the British isles. The opposition that would be offered here to any plan for centralising the government is considerably less than it would have been even a few years since. That opposition would now proceed less from any objection to the plan on its merits than from a vague fear lest the centralising system should also be made to extend to the courts of law and equity. The real fact, however, is, that the tendency of the present age is to localise justice while it centralises government; witness the county courts, and their superadded jurisdiction in insolvency, and in charitable trusts. Many other instances might be adduced to prove that the centralisation of courts of justice was never less likely to be proposed or effected than at the present day. But while sound policy dictates that justice should be readily attainable in every part of the empire, it dictates not less clearly that the whole empire should (unless, indeed, physical obstacles prevent) be under one firm and consistent central administration; for such only can be free from the pernicious influence of sects and parties, and yet amenable to the beneficial action of public opinion.

EDINBURGH.—(*From our own Correspondent.*)

The absorbing interest felt by every one in the melancholy trial which has occupied the Court for so many days recently, has left no room for the discussion of any other subject of legal interest; and, accordingly, the last fortnight presents, in this respect, a total blank. But it would be unfortunate if such a case as Miss Smith's, which, from the whole of the circumstances surrounding it, must have been subjected to the most minute scrutiny of nearly every English lawyer, should not provoke much criticism upon the practice of Scotch criminal lawyers, especially with reference to their application of the rules of evidence. Upon this point there are differences in the laws of the two countries—and a discussion of the principles upon which these rules are based, when the views of parties can be illustrated by a reference to facts perfectly well known to all, would excite a public, as well as a mere legal, interest. But, to be useful, such a discussion must be conducted upon proper principles, and THE SOLICITORS' JOURNAL must possess capabilities for eliciting information on a subject so important, which no mere newspaper can have. No doubt we may expect to find the daily journals flooded with letters directed to particular points which may strike the writers as defective—and even barbarous—in the conduct of this case. But lawyers are proverbially jealous—and it is well that they are so—of all one-sided statements; and the consequence is, that all such communications, though they may really raise points of great interest, produce absolutely no effect. If, however, some English lawyer would undertake to furnish a criticism on the whole case, and an arrangement were made with some Scotch lawyer to answer it, the communications would be read with very different interest, and would call forth observations from other lawyers in both countries, which would enlarge the discussion, and if they did not produce any change of opinion, would, at all events, lead to a more accurate knowledge of the principles of criminal law and evidence as applied in the two countries, than exists at present. There can be no doubt that there are many men whose opinions would be valuable, who would gladly put their views upon such a case as Miss Smith's in writing for the purpose of eliciting information, but who are deterred by the knowledge that it is useless labour to write even to the *Times*.

The time has not yet come for making any remarks upon the evidence or the conduct of the prosecution on the part of the Crown in Miss Smith's case, but there can be no impropriety in making an observation which is applicable to the whole system of criminal prosecution in Scotland, and which has received strong confirmation in the course of that unhappy trial—viz. that a system which vests so much authority in the law officers of the Crown, and is worked out so little in the face of the public till the actual day of trial arrives, as that of Scotland, requires the most anxious supervision on the part of those officers who are responsible to Parliament. There seems to be a natural tendency on the part of all inferior officers of the law to exceed their powers, and to use unfair means to obtain convictions. That this state of matters exists in Scotland cannot be denied: and, without referring to Miss Smith's case, a case which occurred in the High Court of Justiciary a short time ago—viz. that of Mahler and Erenhard—may be mentioned in support of this statement. In this case, which was one of robbery of watches and jewellery, it appears that a dealer of the name of Prince was a creditor of the man from whom the watches and other articles of jewellery had been stolen, and was therefore anxious to recover the property; that, upon the apprehension of Mahler and Erenhard for the robbery, and before the judicial declarations of the prisoners were taken, he went with a deputy-lieutenant of police to the prison, and, in his presence, offered Mahler a free pardon and thirty pounds, on condition of the stolen goods being recovered, if he would make a confession.

He accordingly did so, and afterwards made a judicial declaration in similar terms. At the trial, the Advocate-Depute, who is the prosecutor, in the name of the Lord Advocate, sought to use both the confession and the declaration. These were objected to. The Advocate-Depute replied that neither Prince nor the deputy-lieutenant of police were authorised to act as they had done; that such an act was not within the authority of the deputy-lieutenant of police; and that the prosecutor could not be precluded from using the evidence either of Prince or Mahler, who, so far as he was concerned, were in every sense third parties. An attempt was made, on the part of the defence, to show that the deputy-lieutenant of police was also authorised to act as Deputy-Procurator Fiscal, which would have connected him directly with the prosecutor, the Lord Advocate, as all the Advocates-Depute and Procurators Fiscal act directly under his authority; but this failed. The Court, however, held that the deputy-lieutenant of police, as such, was in such a position as to lead Mahler to suppose that Prince was acting with the sanction of proper legal authority, and that the confession could not be received. They further held, that the judicial declaration might have been given under the influence of the confession, and could not be read either. The question was started, but not decided, whether a confession made in presence of a constable would be equally vitiated in similar circumstances. This was also a Glasgow case, and sufficiently shows that there is much looseness of practice among the criminal officials.

The Lord Advocate's Bill for the regulation of the Court of Session business has been received, and has given rise to great difference of opinion. The writers to the signet as a body seem to be quite resolved to oppose, as far as they can, any change which will deprive litigants of the power of selecting their court. There are a good many dissentients, however, who think that the business should be equally distributed between the two divisions of the Court. This dissent is indicative of a gradual change of opinion; for the feeling in favour of preserving the right of election was unanimous a few years ago, and even yet the dissenters cannot be said to number more than one to four. The bar, almost without exception, supports the Lord Advocate; and the opinions of the other branches of the profession, however expressed, are not therefore likely to carry much weight. By the Bill, it is proposed to give the Lord Justice General the power of distributing the business, when it may be found accumulating in any division; but although the Act makes some provision for the proper exercise of this power, it is a very general opinion that the head of the Court will be called on to exercise what he may sometimes feel to be a very invidious and disagreeable duty. Many think that the business should be distributed in the Signet Office by rotation—that is, in the exact order in which the summonses, which are always the first writs in an action, are presented, for the purpose of being impressed with the signet. A similar arrangement might be made in reference to those processes which originate in petitions, to have them marked by the clerk to whom they are presented; or the whole might be marked in the Fee Fund Office.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, July 3.

TRANSFER OF REAL PROPERTY.

Lord BROUGHAM called attention to the ruinous expense imposed by the law on the transfer of real property, and said that nothing could be worse than the present state of the law on this subject. Land, instead of being as easily transferable as bank-stock, was, owing to the principle and practice of our law, the most difficult article of transfer. He therefore rejoiced to hear that the Commission had recommended the introduction of two most important measures on this subject, and he should be glad to learn that these measures were in a state of forwardness.

The LORD CHANCELLOR said he had prepared a measure which he believed would be found in harmony with the recommendations of the Commissioners, and that Bill he hoped soon to be able to lay upon the table. This Bill proposed to substitute a more simple form for the present complicated system of mortgages and judgments, and to allow a declaration to be made of any charge given to any person upon any particular property, and instead of there being contained in the same instrument powers of sale, of appointing receivers, &c., as at present, he proposed that a mere charge upon land should contain all the provisions which were now to be found in mortgage deeds. He also proposed that the Court of Common Pleas should establish a register of mortgages, so that any one about to purchase or lend money upon land might ascertain exactly the charges which were upon it. He feared that the varied nature of our settlements, and the various uses to which land was applied in this country, rendered it chimerical to expect that the transfer of land could ever be made as easy as the transfer of bank-stock, but he thought, nevertheless, that great improvement might be effected, and, during the ensuing recess, the subject should receive his fullest attention.

Lord CAMPBELL had hoped that he might have gone down to posterity as the author of a General Registration Act, but that honour was denied him. He rejoiced to find, however, that the subject was again taken up, and he should certainly give it his most earnest support.

Thursday, July 9.

CONVEYANCE OF REAL ESTATES.

Lord BROUGHAM introduced a Bill, the object of which, he said, was to amend the law relating to the conveyance of real estates, and to establish a convenient registration in the case of such conveyances. The Bill, he added, would provide an easy and expeditious mode of transfer of lands, instead of the difficult and expensive system which now prevailed.

The Bill was read a first time.

HOUSE OF COMMONS.

Monday, July 6.

PROBATE AND LETTERS OF ADMINISTRATION BILL.

The House went into Committee on the Bill.

Upon clause 2, Mr. COLLIER moved certain amendments, the effect of which would be to give all the contentious business to the superior courts of common law. The business of the ecclesiastical courts was of two kinds—the common form and the contentious. The common form business consisted of proof of wills with respect to which there was no dispute, and might more properly be disposed of by a registrar than by a judge. The contentious business included all the cases in which wills were disputed. This Bill did not give the determination of those questions to the new court, but provided that the new court should send them to the superior courts of common law. To the question, what, then, would the new judge have to do, the Lord Chancellor had supplied the answer, next to nothing. He proposed that the whole of the contentious business should be transferred to the courts of common law, and that the non-contentious business should be done by a registrar under the direction of those courts. He would give the courts of common law powers to make orders, to frame issues, to cite parties, and to make persons parties to an issue, so that all questions in dispute might be settled. There seemed to him to be only two objections—that the superior courts of common law had not time to exercise this jurisdiction, and that they were not competent to do it. As to the first, the county courts had greatly relieved the common law courts of business; and, owing to the Common Law Procedure Act, the number of rules granted by the superior courts in the course of a year, from being upwards of 30,000 had become less than 3,000. Under these circumstances, it seemed difficult to contend that the courts of common law had not time to do the business which he proposed to transfer to them. The next question was, were they competent to it? Several of the common law judges had from time to time been members of the Judicial Committee of Privy Council, which sat as a court of appeal from the ecclesiastical courts, and he had never heard it alleged that those judges were incompetent to perform that portion of their duties. It seemed to him that there were only two alternatives before the committee. They must either have no new court at all, or have an efficient one. The Bill proposed to establish an inefficient court. He would therefore submit his amendment transferring the business to the courts of common law; and if not successful in effecting that object, he would then endeavour to make the new court as efficient as possible.

Mr. ATHERTON hoped that Mr. Collier would not proceed with his amendments; and thought that he underrated the amount of business which would be transacted by the new tribunal. An additional amount of business might be thrown upon the new judge by intrusting to him the duty of hearing and disposing of motions for new trials. The Bill was not the best that could be desired, but it was a great improvement upon the existing law, and as such he would give it his support.

Sir F. KELLY said, that that part of the Bill which would

give to the proposed court jurisdiction over real as well as personal estate with regard to the proving of wills was a great improvement, and would go far to remedy the grievance of which Mr. Collier had complained, because it would certainly prevent the judge from having scarcely any business to transact. If the judge of the new court were competent—and no doubt he would be—there was no reason why he should be a mere minister in the office held by him, and should send issues to be tried by other courts; he ought to be enabled to try cases in the same way as other judges in Westminster-hall. The result would then be, that, while the common form business was left in other hands, the contentious business, with the exception of that portion of it intrusted to the county courts, would be tried by the new tribunal in London, which would decide on all questions of law and of fact, with the aid of other judges who might be called upon to render assistance. With the single exception of issues to be tried at the assizes, which he would have the same right to direct as the Vice-Chancellors, the new judge would have jurisdiction to determine all causes relating to wills in his own court. It had been observed that the new tribunal would have too little to do until the Admiralty was united with the testamentary jurisdiction. He had already suggested—and he doubted not that the suggestion would be adopted by the Government—the introduction of a clause enabling the judge of this court, in case her Majesty required his services, to sit as a member of the Judicial Committee of the Privy Council. If, therefore, it should happen—though he apprehended no such thing—that at certain periods of the year the judge should have too little to do, he would then be enabled to render assistance in the administration of justice upon the Judicial Committee, which sat, he believed, for some fifty or sixty days in the year, and would then have ample occupation.

Mr. MALINS opposed the amendment. He reminded the committee that the Chancery Commissioners stated in their report that the probate of wills and granting administration were not mere subjects of registration—that they often involved delicate points, the neglect of which would be very prejudicial to the public interest; and they refused to recommend the transfer of this business to the Court of Chancery or to any court generally occupied by other matters, believing that it should be transacted by no court in which testamentary jurisdiction was not the primary occupation of the judge. They were further of opinion that the machinery of the courts of common law was not adapted to the transaction of the testamentary business. Sir F. Kelly had suggested that there would be a great increase of business in consequence of the court having jurisdiction over wills of real estate, which the Court of Probate had not hitherto had to deal with. In an experience of twenty years, he did not remember more than five instances in which a will affected the real estate only. One will usually disposed of both personal and real property, and then it was necessary to be proved. The additional business brought to the court, therefore, in consequence of giving it jurisdiction over real estate, would not be appreciable. There seemed to be an idea that the new judge would not be fully occupied; but when it was considered that he would have to preside over the whole of the testamentary business of the country, he thought his time would be sufficiently occupied. He did not anticipate that any additional expense would arise from the appointment of a new judge, inasmuch as the present judge of the Prerogative Court would be the first judge of the new court.

Mr. BOWYER entirely approved of the amendment. Its principle was to get rid of a most unscientific distinction of jurisdiction. There was no reason why they should have a separate court for wills any more than for leases or for mortgages. If a will was not disputed, why should it not be treated as a deed that was not disputed? At present, if a real estate of £10,000 a year was left to him, he took possession of it at once; but if he got a legacy of £10, he could not get it without obtaining probate from the Ecclesiastical Court.

Mr. WHITESIDE would wish to know from the Attorney-General why, if a man in the North of England was to be allowed to prove a will of £1,500 on the spot in a cheap way, he should not do the same if it was for £15,000?

Mr. AYRTON believed the Bill was founded on the soundest principle of law reform, that the entire business of wills and letters of administration should be intrusted to a single judge, who would discharge the whole duty.

Mr. DUNLOP said, a system similar to that recommended by Mr. Collier had been in use for the last thirty years in Scotland, and it had been found to work admirably.

The ATTORNEY-GENERAL said that the Wills Act was not in force in Scotland. In that country any document, of the most informal kind, would at once be admitted; so that there was not that amount of care required in dealing with wills as in England. A vast proportion of the 25,000 wills which were annually proved needed the personal inspection of the judge to satisfy him that the requirements of the Statute of Wills had been complied with. Now, that was a very onerous duty; for if the wrong document was admitted to probate, and the wrong executor converted to his own use stock standing in the public funds, or in a public company, in the name of the deceased, the executor appointed by the will which ought to have been admitted to probate in the first instance, might go to the Bank, or to the public company, and insist on the money being paid a second time. The duty of granting probates could not be confided, with any chance of its being duly performed, except to a person of practical experience and skill. If they threw the work upon the common law judges, they could only take it at chambers, and the result would be the most conflicting and distracting discrepancies in practice. Besides, he had just received a communication from the Lord Chief Justice, stating that it was utterly impossible for them to undertake either the common form or the contentious business. In a few days the report of the Commissioners who had been appointed to inquire into the constitution of the common law courts would be published, and it would be found to contain a statement to the same effect. He would remind hon. members, too, that it was intended for the judge of the Probate Court to be likewise the judge ordinary of the court which would have to deal with marriage and divorce; and he entirely agreed that this judge should have power to try issues himself when that could be conveniently done. So far, then, from having nothing to do, his apprehension was rather that the judge would not find his time adequate to the discharge of his duties, and that he would not be able to try any considerable number of issues. Still, whenever it could be conveniently done, it would be open for him to take cases instead of sending them before the ordinary common law tribunals.

Mr. COLLIER said, that, after this statement, he would not press his amendments; which were accordingly withdrawn, and the clause was agreed to.

On clause 5, the ATTORNEY-GENERAL proposed to strike out the proviso contained in the last three lines, because that would seem to make it imperative on the judge of the Prerogative Court to be the first judge of the Court of Probate.

Sir F. KELLY concurred in this amendment; and the proviso was struck out.

On clause 6, Mr. ADAMS, instead of uniting the Admiralty Court with the Court of Probate, thought it would be far better to send Admiralty cases before the common law courts, with juries of nautical men, than that the Judge of the Probate Court should, as the Attorney-General had remarked, be overworked, and not have time to try the issues that might arise. He objected to the limitation of the provincial probates to cases where the property did not exceed £1,500.

The ATTORNEY-GENERAL had satisfied himself that there were reasons why it would be better that Admiralty cases should be confided to a single judge. The clause before the committee simply provided for a future contingency, upon which a Bill would have, at some future period, to be brought in.

Sir F. KELLY approved of the clause. No doubt many questions came before the common law courts which came before the Court of Admiralty also; but the latter court had a jurisdiction *in rem* which the former did not possess. This jurisdiction was of the utmost utility where one of the parties, as frequently happened in collision cases, was a foreigner, residing out of the jurisdiction of the ordinary courts. He trusted, therefore, that this jurisdiction in Admiralty cases would be carefully preserved.

The clause was then agreed to.

Upon clause 10, Sir E. PERRY moved to leave out all after "established," and insert "District courts to be presided over by the county court judge in all county court districts except those of the metropolis (Nos. 40, 41, 42, 43, 44, 45, 47, and 48), and a public registry shall be attached to each court, the registrar whereof shall be under the control of the Court of Probate." His object was to associate the registrar with the judge of the county court. In Devonshire, probate could be obtained at ten different places; under the Bill, there would be but two places where that facility would be afforded. Now, the effect of his amendment would be to attach an ecclesiastical registrar to each county court. This proposal would lead to the appointment of fifty-one registrars instead of forty-one. There

would accrue from such a proposition a benefit to the public, inasmuch as at a future time the registrarships could be held by the county court registrars.

Mr. ATHERTON supported the amendment, considering it to be most desirable, that, in small properties, the greatest possible facilities should be placed in the way of those having to administer estates.

Mr. COLLIER thought it was contrary to principle that the contentious jurisdiction should be marshalled according to the county court districts, while the non-contentious jurisdiction was to be dealt with by the diocesan districts. The diocesan divisions were antiquated and inconvenient, while those of the county courts had recently been settled by a commission which had carefully inquired into the whole matter, and were therefore most likely to meet the requirements and the state of population at the present day.

The ATTORNEY-GENERAL was sorry that he could not listen to Sir E. Perry's amendment. The honourable member talked of convenience. People in the rural districts would find it most to their convenience to go to those places to which they had been in the habit of going in order to prove wills. Accordingly, the districts had been so arranged as to preserve the office of the registrar wherever it now existed, and by that means he hoped not only to keep the business in the channels in which it had hitherto been accustomed to flow, but to prevent the necessity of awarding compensation in a large number of cases which would otherwise have to be submitted to the consideration of the House. The hon. member proposed to undo all existing arrangements, and then to impose upon people the necessity of travelling about after the county court judge—for that functionary visited different towns in succession—in order to transact the common-form business of proving a will. And the person to transact that common-form business was to be a registrar of that county court. The Bill proposed to place experienced gentlemen in the position of registrars, and to give them the means of communication with the judge of the Court of Probate in London, and thus it was hoped that due security would be taken for the proper fulfilment of the important duties intrusted to them.

The amendment was withdrawn, and the clause then agreed to.

On clause 15, Mr. MALINS proposed that the fees of diocesan and district officers should be paid by fixed salaries.

Mr ROEBUCK supported the amendment.

The ATTORNEY-GENERAL objected. It would be impossible at present properly to apportion the salaries. The amount varied much in different districts; and if the officers were paid by salaries, some would have too much and some too little.

Mr. HENLEY thought that Government had taken the wisest course in adhering to the fees. When the Act had worked for a few years they might be able to fix on a proper scale of salaries.

Mr. ROEBUCK wished to know on what scale the fees were to be regulated.

The ATTORNEY-GENERAL said that the mode of regulating the fees would be twofold. In the first place, they would be regulated by the amount of the stamp, which was sometimes so small as sevenpence, and next according to the length of the document. In some cases the probate might contain only a few words, and in others it might extend to several sheets: the fee would be in proportion.

Mr. BRISCOE opposed the amendment; which was put and negatived, and the clause was agreed to.

Mr. WESTHEAD inquired whether the clerical surrogates would, under the Bill, continue to perform the duties which now devolved upon them of swearing affidavits, &c.

The ATTORNEY-GENERAL could not say that it might not be necessary, in framing the rules and orders, to alter in some way the duties which were now performed by the surrogates. But he could say, that, with regard to the surrogates, and the clerical surrogates more especially, it was intended to secure to them the full measure of remunerative employment they now enjoyed.

The clause was then agreed to.

In clause 26, the ATTORNEY-GENERAL introduced several verbal amendments, for the purpose of enacting, that, if any case should arise not provided for by the new rules established under the Bill, the mode of procedure should be in accordance with the present practice—which were agreed to.

Clause 27 was withdrawn, the ATTORNEY-GENERAL stating that he proposed to substitute a new clause in lieu of it.

Clauses 32 and 33 were postponed.

On clause 34, Mr. MALINS objected to the transferring of the appeal from the Judicial Committee of the Privy Council to the House of Lords, which was a most dilatory and expensive tribunal. He therefore proposed to substitute the Judicial Committee for the House of Lords.

The ATTORNEY-GENERAL said that he admitted the great value of the Judicial Committee; but, if this amendment were carried, there would be two co-ordinate courts of appeal; for questions might arise in the common law courts either the same or of a cognate character with questions which arose before the Court of Probate. Then, the questions arising in the common law courts would be carried to the House of Lords, while those in the Court of Probate would, if the amendment were agreed to, be carried to the Judicial Committee, which would be a great inconvenience. With regard to the House of Lords, he hoped that before long there would be an improved and general court of appeal for the whole kingdom. He was afraid, too, that if the amendment were carried, it would bring the House into collision with the House of Lords, and might, therefore, endanger the success of the Bill.

Mr. CAIRNS deprecated the selection of the worst of the two tribunals as the court of appeal.

The SOLICITOR-GENERAL said that no doubt the appeal now lay from the Ecclesiastical Court to the Judicial Committee, but at present the Ecclesiastical Court dealt only with personalty, and in a peculiar manner, analogous with the procedure of the Judicial Committee of the Privy Council. By the Bill, however, that form of procedure would be abolished, and the Court of Probate would now be empowered to try issues of fact before a jury. All the incidents attendant upon the trial of issues on matters of fact in a common law court would arise in the Court of Probate, and in that state of things it must be apparent that the House of Lords would have an advantage over the Judicial Committee as a Court of Appeal, because they could summon the common law judges to their assistance, which the Judicial Committee could not do.

Mr. COLLIER said that the question was simply this:—They had decided, in point of fact, upon the appointment of a sixteenth common law judge; should the appeal from fifteen of them be to the House of Lords, and from the sixteenth to the Judicial Committee? He apprehended that that would be an anomaly which the committee would not sanction.

Mr. MALINS did not think there was any great force in the argument about real property, as the only question which the Court of Probate had to decide was, whether there was a will or no will; and the forms to be complied with were the same whether real or personal property was concerned. He denied that the judge of the new Court of Probate was a common law judge; therefore that argument entirely fell to the ground.

The ATTORNEY-GENERAL said that nothing could be more unconstitutional in theory, or impossible in practice, than to refer these cases to the Judicial Committee. To constitute that tribunal, they were obliged to shut up one or two of the law courts by taking away the judges. The Judicial Committee had not the power of hearing a single appeal from Westminster Hall or any of the law courts; how, then, could they give it the power of hearing appeals from a new law court? If this jurisdiction were given it, they must give it other appellate jurisdiction, and must re-constitute it altogether.

The committee then divided—For the amendment, 27; against, 271: majority, 244.

The clause was then agreed to.

On clause 40, Mr. WESTHEAD moved, as an amendment, to insert the words "and that such probate or letters of administration shall cover all personalty, wherever situate." The object of the amendment, he said, was to enable parties to prove wills, or take out letters of administration, in the district court, though the value of the property might be above £1,500. He could not conceive why, when a man had property above £1,500, there should not be the opportunity of proving it in the district court.

Mr. ROEBUCK did not think there should be any limit at all. The tendency of modern legislation was to bring home cheap and efficient law to every man's door, and, acting upon that principle, there was no necessity for any limit in this case.

The ATTORNEY-GENERAL thought a reference to the evidence taken before the Commission would at once show the necessity for the limitation. District registrars, it was proved, were more liable than the central authority to issue probate under mistake, fraud, or misapprehension; they were less qualified to detect irregularities, and it might so happen that probate would issue where it ought not; but the result being irretrievable, there would be no remedy for the wrong, and the property would pass into hands that had no right to it. To guard against such liabilities to error or fraud, it was necessary that some limitation should be fixed upon.

Mr. ROLT said, no doubt the estate of the poor man was entitled to as much protection as the estate of the rich; but a mistake committed in dealing with farming stock was more easily remedied than in dealing with funded property. In the former case an erroneous probate might be recalled before the property was converted; but, in the latter, a day, an hour even, might be sufficient to render the mistake irretrievable.

Mr. ROEBUCK remarked that Mr. Rolt assumed that all property under £1,500 was farming stock. It was just as likely, however, to consist of money in the funds; and if the protection of the central court was necessary in one case, it was equally necessary in the other.

The committee then divided, when there appeared—For the amendment, 162; against it, 131: majority, 31.

Mr. AYRTON said, after the decision which had just taken place, it seemed to him, that, if probates were in any manner to be taken in the country, they must be sent to the central registrar to be checked. In that case the clause must be modified, and he therefore moved that the chairman should report progress, in order to give time for further consideration.

The ATTORNEY-GENERAL said, that, unless the House should come to some better appreciation of the subject on bringing up the report, it would be impossible to proceed with the measure. So fully did he feel this, that he would take the sense of the committee again upon the introduction of the words, and it was his determination to give the House the opportunity of deciding whether it would have the Bill at all, by expunging that unfortunate decision.

The motion for reporting progress was then put and negatived, and the committee divided on the question that the words "that such probate or letters of administration shall cover all personalty, wherever situate," be inserted. The numbers were—For the motion, 141; against it, 139: majority, 2.

On the motion of Lord PALMERSTON, the chairman was then ordered to report progress, and the House resumed.

SUMMARY PROCEEDINGS BEFORE JUSTICES OF THE PEACE BILL.

The House went into committee on this Bill.

On clause 1, justices to have power to state a case for the opinion of the superior courts, Mr. HENLEY thought this would throw a great increase of business on the superior courts, and be often used for the purpose of delay.

The SOLICITOR-GENERAL believed the effect of the Bill would be to bring up only difficult questions of law, on which the magistrates were as anxious as the parties themselves to have the opinion of the Court; and no case could be stated except on the application of the parties, and with the consent of the justice.

Mr. NAPIER supported the Bill. It was a simplification of procedure, and afforded a substitute for the circuitous process of the *certiorari*.

Mr. J. D. FITZGERALD considered the provisions of the Bill so valuable, that, at his suggestion, it was proposed to extend its operation to Ireland.

Mr. MASSEY said that at present there was no means of reviewing the decision of a magistrate at petty sessions if erroneous in point of law. The object of the Bill was to remedy this defect.

Mr. HENLEY protested against the magistracy being put to any expense.

The SOLICITOR-GENERAL explained, that, under the Bill, all that was necessary was for the magistrate to write down upon a piece of paper the point of law upon which he had based his conviction. Beyond this he had nothing to do, and would be put to no expense.

Mr. MILES moved that the chairman report progress, which was agreed to.

ATTORNEYS AND SOLICITORS (COLONIAL COURTS) BILL.

This Bill passed through committee.

Thursday, July 9.

FRAUDULENT TRUSTEES, &c., BILL.

This Bill passed through committee. The debate (which will be given next week) we are obliged to defer from the press of other matter.

PRIVATE BILLS.—(*From a Correspondent.*)

FRIDAY EVENING.

The Wimbledon and Dorking Bill was, together with the Glasgow Gas and Great Northern Capital, sent to a Committee in the Lords on Wednesday last. The Gas Bill was disposed of in an hour, one clause only being disputed. Rather contrary to precedent, the peers heard the opponents who had not petitioned in the Commons; but the subject-matter of the claim having been overlooked whilst the Bill was in the Commons, their Lordships granted the relief sought *on the condition of the petitioners paying the costs of the Bill being returned to the Commons.*

The Wimbledon and Dorking was opposed by the Brighton and South-Western Companies: by the former, on the ground of competition; but the Committee, after hearing counsel, decided, that the petitioners, having been heard in the Commons, had no *locus standi* in the Lords. Another point arose upon the Brighton case—viz. the right of the opposing landowners, who appeared under the wing of the Brighton Company, to call the Brighton Company's witnesses, that Company having been shut out. After discussion, the Marquis of Westminster decided that they could not refuse to hear the traffic manager of the Brighton Company in support of a landowner's petition, but that the evidence should not be allowed to touch on the merits of the Brighton Company's case. The London and South-Western Company withdrew their opposition at the close of the opponent's case, the promoters of the Bill having agreed to give them the clauses which they required; and the Bill passed.

The Committee then proceeded with the "Rogue's Bill," as the Redpath Defalcation Bill is called, which probably will last over to day. Mr. Beckett Dennison, the chairman, has been examined at great length.

The Wycombe Railway, a short Great-Western branch, was passed last week; and the Stratford Railway Bill, another Great Western branch, may be said to have passed also, the only point in difference being how the clauses, which are agreed on between both parties, can be framed to meet certain requirements of Lord Redesdale.

ELECTION COMMITTEES.—(*From a Correspondent.*)

FRIDAY EVENING.

MAYO.—Mr. Montagu Smith opened the case for the sitting member on Saturday. The learned gentleman urged that the "pastoral" of the Archbishop contained no threat or intimidation. It was an admonition to the clergy to return the right men. The isolated cases of the misconduct of the priests could not be connected with the sitting member, or the Archbishop. The evidence taken on behalf of Colonel Higgins is very contradictory, and of the usual kind in cases of riot. The parties on one side see a dangerous set of rioters in the same people who are viewed as enthusiastic partisans only by their own side. The special report made by the Committee that witnesses have been most barbarously treated on their return to Castlebar, was ordered to lie on the table, on the suggestion of the Attorney-General for Ireland, who entreated the House to let the *law* deal with the case as it stood.

Mr. Moore, the sitting member, was under examination yesterday, and there is a probability of the case being closed and the decision given on Saturday.

OXFORD (City).—The Committee reported on Wednesday that Charles Neate, Esq. was *not* duly elected. Their report found that Mr. Neate was guilty *through his agents* of bribery. That 198 persons were employed as messengers and poll-clerks—of whom 152 voted for the sitting member—the payment varying from £1 to 2*s.* 6*d.* They reported 18 specific cases of bribery, and the sums paid. They further found that Mr. Neate was *not* cognisant of the bribery, and recommended that the writ should not be suspended.

CAMBRIDGE (Borough).—This petition presented no peculiar features of interest beyond the nearness of the race—the sitting member, Mr. Andrew Stuart, saving his election by one vote only. The Committee reported that three electors had received money for their votes, they struck off nine names on the ground of disqualification, and added one name to the list of Mr. Stuart. Their report exonerates Mr. Stuart from the bribery.

GALWAY.—The Committee have commenced this case. From the speech of Mr. Wordsworth (the leading counsel) it appears that the bribery has been carried on with much ingenuity. A., the voter, receives a card from B., and goes to C., and tells him how he (A.) voted. C. puts a seal on the card, and sends him to D., a baker, in Galway. D. tells him to go into a brewhouse at the back, in which brewhouse there is nobody visible to A. A pair of fingers, however, appear through a hole in the wall. A. puts his card between the unknown fingers, and the unknown fingers appear once more with a one or two-pound note in them. Not a word passes.

BURY (Lancashire).—The Committee closed their labours yesterday. They reported that the late election was conducted with unusual sobriety and order; and that although some practices of an illegal complexion were resorted to, nothing

was adduced to show that they were authorised by the sitting member. Mr. Robert Needham Phillips, therefore, is returned.

BURY ST. EDMUNDS.—The Committee are proceeding with this Petition; there are no peculiar features of interest.

BATH.—The Committee commenced sitting at twelve on Friday. It is a case of scrutiny. The numbers returned for the sitting member, Mr. Tite, only exceeded by three votes the return for Mr. Way, the petitioner. It is likely to be a long and tedious case.

MAIDSTONE.—The Committee have reported that the two sitting members, Mr. Beresford Hope and Captain Scott, are duly elected. They have, however, reported that the evidence was very unsatisfactory, and that £3,500 was paid for an uncontested seat in 1847.

Birth, Marriages, and Deaths.

BIRTHS.

DAVIES—On July 1, at Tretower-house, Breconshire, the wife of Edward Cox Davies, Esq., Solicitor, of a daughter.

HALL—On July 6, at Park-parade, Ashton-under-Lyne, the wife of Mr. Henry Hall, jun., Solicitor, of a daughter.

JONES—On July 6, at Edgville-house, Leamington, the wife of W. E. Jones, Esq., M.A., Barrister-at-Law, of a son.

SMITH—On July 5, at 14 Ashley-place, Westminster, the wife of Archibald Smith, Esq., of Lincoln's-inn, Barrister-at-Law, of a son.

TUKE—On July 8, at 4 Blenheim-road, St. John's-wood, the wife of Henry George Tuke, Esq., Solicitor, of a daughter.

WILLIAMSON—On July 6, at St. Leonard's-on-Sea, the wife of Octavius John Williamson, Esq., Barrister-at-Law, Gloucester-terrace, Hyde-park, of a daughter.

MARRIAGES.

COLEMAN—JAMES—On July 8, at Highbury Chapel, Bristol, by the Rev. David Thomas, William Henry, youngest son of George Coleman, Esq., H.C.S., F.R.A.S., of 11 Guildford-street, Russell-square, London, to Mary Tice, fourth daughter of the late Robert James, Esq., Solicitor, of Glastonbury, Somerset.

DEIGHTON—WILKS—On July 8, at Walton-on-Thames, by the Rev. C. Lushington, William Christopher Daniel Deighton, Esq., M.A., Fellow of Queen's College, Cambridge, Barrister-at-Law, of the Inner Temple, to Agnes Buston, second daughter of Jonas Wilks, Esq., of Oatland's-park, Walton-on-Thames.

GAWLER—PHILPOT—On June 25, at Walcot Church, Bath, by the father of the bride, assisted by the Rev. H. Vachell, Henry Gawler, Esq., Barrister-at-Law, eldest surviving son of Colonel Gawler, K.H., late of the 52nd Regt., to Caroline Augusta, third daughter of the Rev. B Philpot, rector of Great Cressingham, Norfolk.

NORMAN—BOLLAND—On July 2, at Ham, Surrey, by the Rev. G. F. Master, Rector of Stratton, Gloucestershire, the Rev. J. C. Norman, of Morpeth, to Eliza, elder daughter of the late Baron Bolland.

PIDSLEY—FLAMANK—On July 4, at St Mary's, Wolborough, Devon, by the Rev. William Sadler, Curate of Highweek, John Pidsley, Esq., Solicitor, of Newton Abbott, to Sarah, younger daughter of the late Thomas Flamank, Esq., H.E.I.C.S.

SHARMAN—GOWER—On June 30, at the parish church of St. Mary, Tenby, South Wales, by the Rev. George Clark, Rector, Samuel Sharman, Esq., of Great Crosby, near Liverpool, Solicitor, eldest son of the late Samuel Sharman, Esq., formerly of Wellingborough, Northamptonshire, to Elizabeth, fourth daughter of the late John Lewis Gower, Esq., of Tenby.

SNOW—HASLUCK—On July 7, at the parish church, West Ham, Essex, by the Rev. Edward Hasluck, M.A., Rector of Little Sodbury, Gloucestershire, cousin of the bride, Frederic Augustus Snow, of 23 Tredegar-square, Mile-end, and 22 College-hill, Cannon-st., City, Solicitor, fifth son of W. E. Snow, Esq., of 26 Tredegar-square, to Martha, youngest daughter of Samuel Hasluck, Esq., of Hazeloake-house, Stratford, Essex.

VICARY—CHURCH—On July 7, at St. Andrew's, Holborn, by the Rev. Alfred Church, M.A., John Fulford Vicary, Esq., of North Tawton, Devon, to Maria Folgham, younger daughter of John Thomas Church, Esq., of Bedford-row.

DEATHS.

MARSDEN—On June 29, at his residence, South Bailey, Durham, in his 67th year, Thomas Marsden, Esq., of the firm of Marsden & Son, Proctors, deeply lamented.

OSBORNE—On July 5, after a short illness, Anna Perham, the fourth surviving daughter of J. F. Osborne, Solicitor, late of St. Ann's-villas, Notting-hill.

STALLARD—On July 8, at 28 Mecklenburg-square, Emblyn Sarah, the infant daughter of Frederick Stallard, Esq., Barrister-at-Law.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

APPLEYARD, Rev. ERNEST SYLVANUS, Westbourne-ter., Hyde-park, £20 : 12 : 6 Consols.—Claimed by Rev. ERNEST SYLVANUS APPLEYARD.

BAXTER, MARY, deceased, wife of ROBERT BAXTER, deceased, Attorney, Chester, £1,512 : 18 : 3 Consols.—Claimed by MARY BAXTER, Spinster, administratrix.

BROWNE, BARTHOLOMEW, JOHN HENRY NASH, and Rev. THOMAS MORRES, all of Wokingham, Berks, £50 Consols.—Claimed by Rev. THOMAS MORRES, the survivor.

FULLER, AUGUSTUS ELLIOTT, Clement's-la., London, Merchant, and WILLIAM DICKINSON, Upper Harley-st., London, Esq., £1,044 : 3 : 1 Reduced.—Claimed by AUGUSTUS ELLIOTT FULLER, Bodorgan, Anglesey, Esq.

GREEN, GEORGE, Blackwall, Esq., PHILIP PERRY, Moor-hall, Harlow, Essex, Esq., and GEORGE WATLINGTON, Upper Bedford-pl., Esq., £250 Consols.—Claimed by RICHARD GREEN and HENRY GREEN, executors of GEORGE GREEN, who was the survivor.

HOOLE, Rev. SAMUEL, Poplar, JOHN PERRY, jun., PHILIP PERRY, and GEORGE GREEN, all of Blackwall, £200 Consols.—Claimed by RICHARD GREEN and HENRY GREEN, executors of GEORGE GREEN, deceased, who was the survivor.

MOCATTA, MARIA, Southampton-st., Russell-sq., Spinster, £312 : 8 : 10 Consols.—Claimed by EMANUEL MOCATTA and JACOB MOCATTA, the executors.

PHILIPPS, Rev. WILLIAM THOMAS, Weymouth, £100 Consols.—Claimed by Rev. JAMES EVANS PHILIPPS, administrator.

ROBINSON, Rev. JOHN ELLILL, Vicar of Chieveley, JOHN POCOCK, Chieveley, Yeoman, and WILLIAM FISHER, of Copyhold, Yeoman, all in Berkshire, £65 : 9 : 8 Consols.—Claimed by Rev. JOHN ELLILL ROBINSON, JOHN POCOCK, and WILLIAM FISHER.

SMITH, PETER, King William-st., City, £20 Reduced.—Claimed by PETER SMITH.

SQUIRES, MARY ANN, Waltham Abbey, Essex, Spinster, £200 New 3 per Cents.—Claimed by MARY ANN M'SWINEY, wife of WALTER AUGUSTUS M'SWINEY, formerly MARY ANN SQUIRES, Spinster.

STAMFORD and WARRINGTON, Right Hon. GEORGE HARRY, Earl of, deceased, £152 : 1 Reduced.—Claimed by Rev. CHARLES GREY COTES and Rev. GEORGE HERON, the surviving executors.

TORPICHEN, Right Hon. JAMES Lord, Calder-house, N.B., JOHN STIRLING, Kepperness, N.B., Esq., and GEORGE DAVIES, Birchin-la., Gent., £69 : 10 : 1 Consols.—Claimed by JAMES Lord TORPICHEN, the survivor.

WIER, EDWARD, Halifax, Nova Scotia, attached to the 17th Light Infantry Company, £49 : 9 : 8 Consols.—Claimed by THOMAS WIER, administrator.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

ADAMS, JOSEPH (who is believed to have died in London in 1809), Merchant, Basinghall-st., son of JOSEPH ADAMS, Saddler's Ironmonger, Digbeth, Walsall.—Next of kin to come in and prove their claims on or before July 21, at Master of the Rolls' Chambers. Apply to Messrs. Gregory, Gregory, Skirrow, & Rowcliffe, 1 Bedford-row; or Barnett & Marlow, Solicitors, Walsall.

HALE, WILLIAM (who died in June, 1816), late of St. Alban's, Herts, Carpenter.—Heirs at law living at the time of his decease to come in and prove their heirship on or before July 20, at Master of the Rolls' Chambers.

RUTLAND, FRANCES, Widow, a person of unsound mind, 2 Cavendish-crsct., Bath.—Heirs at law or next of kin of Frances Rutland claiming to be entitled (in case she were now dead or intestate) to her personal estate to come in prove their heirship or kindred on or before Nov. 2, at Masters in Lunacy Office, 45 Lincoln's-inn-fields. FRANCES RUDLAND is the widow of JONES RUDLAND, late of 2 Cavendish-crsct., Bath, and was formerly the widow of THOMAS SKINNER, Bath, Capt. H.E.I.C.'s Marine Service, and was one of the children of THOMAS SHEPHERD, Esq., formerly Town Clerk of Lancaster, and born in or about 1782.

Money Market.

CITY, FRIDAY EVENING.

The weekly meeting of the Bank Directors has again passed without any further change being made in the rate of discount. The monthly statement of the Bank of France is less favourable than was anticipated. Considerable uneasiness is felt at the result of the elections, and at other symptoms of disquiet in that country. Great anxiety also prevails relative to the course of events in Bengal, and further intelligence is very much desired. Under these circumstances the English Funds continue flat, and without any improvement. Money is in sufficient supply on the Stock Exchance, and in Lombard-street, at ¼ per Cent. less than the rate required at the Bank of England.

From the Bank of England return for the week ending the 4th July, 1857, which we give below, it appears that the amount of notes in circulation is £19,468,535, being an increase of £325,835, and the stock of bullion in both departments is £11,516,856, showing an increase of £137,984 when compared with the previous return.

The payment to the public of the July dividends at the Bank, and of the life annuities at the National Debt Office, commenced on Wednesday.

In the north of Europe hot and dry weather has been more continuous, and more adverse to vegetation, than in the south. In France and Spain the harvest is commenced with a hopeful aspect; from nearly all quarters reports are favourable, and, with a continuance of fine weather, an early gathering of average quantity and quality is expected. Nevertheless, the advance in the price of grain is well maintained. The market is sparingly supplied by home growers, and arrivals from abroad have lately been very moderate. Prices are high in all the foreign markets, both in the north and the south—too high, indeed, to admit of operations for importing into this country. The stock remaining is not anywhere large, and all parties seem disposed to wait the course of the weather and the harvest. Other articles of home and colonial produce maintain high prices. Sugar, coffee, wool, cotton, and all kinds of provisions are dear. The alarm

which was excited upon the subject of the cattle murrain in the north of Europe has passed away. Inquiry and investigation have proved that the danger to be apprehended from the importation of cattle is not great, and that the dreaded disease is, in fact, the same as the pulmonary murrain which of late years has never been entirely absent from the cattle of Great Britain and Ireland.

The select committee of the House of Commons on murrain of cattle have reported that they are strongly impressed with the necessity of adopting every available precaution against infection, but that the evidence proves the difficulty of further legislation on the subject. The committee are also of opinion that ample powers for the purposes of precaution are already vested in the Government.

The Revenue Returns for the quarter are subject to many variations by reason of reduction of duties, and of delayed payment of duties. Therefore, a long and complicated investigation is required to see clearly the degree in which there is an increase of revenue. But there seems no reason to doubt that the progress in this respect is very favourable. The wonderful results of trade noticed last week cannot fail to find sympathy in the produce of taxes. It still remains a question of great interest and uncertainty whether the increase is sufficient to justify an expectation that the Property Tax will be wholly discontinued at the appointed time. The Chancellor of the Exchequer has given notice of a proposal, which, if it becomes law, will postpone for two years the fall of duty on tea and sugar, as now settled This is the first pecuniary result of our recent and present contests in the East.

The committee of the House of Commons appointed to inquire into the operation of the Bank Restriction Act are not expected to conclude their labours during the present session of Parliament; therefore, the result of this inquiry is not likely to be fully made public till towards the end of the year 1858.

The absence of excitement on this subject, on the part of mercantile men, is a strong indication that, although the supply of money has occasionally been deficient, and has long been liable to a high rate of interest, it is not generally believed that the influence of the Bank Restriction Act has been productive of injurious effects.

It may be hoped that the result of the present parliamentary inquiry, if it does not put to silence the advocates of measures likely to lead to an inconvertible paper currency, will strengthen and extend the principles of the Act of 1844; and, also, obtain for the Directors of the Bank of England general approbation of the line of conduct which, under the Act of Parliament, they have applied to the management of the finances of the Bank during the long period their policy has had to encounter circumstances of much difficulty.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	214	214	212½ 14	212½ 14	214	212½
3 per Cent. Red. Ann.	92⅝ ⅜ ½	92⅝ ⅝	92⅝ ½	92⅝ ½ ⅜	92⅝ ½	92⅝
3 per Cent. Cons. Ann.	shut	92½ ⅝ ⅜	92⅝ ⅜	92½ ⅝ ⅜	92⅝ ½	92½
New 3 per Cent. Ann.	92⅝ ⅝ ½	92⅝ ½ ⅝	92½ ⅝	92½ ⅜	92⅝ ⅜ ⅝	92⅝
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	2 3-16	2 7-16	...	...	2 7-16
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	18½	18½ 18	...	...	...
India Stock	...	...	...	215	215 17	217
India Bonds (£1,000)	...	...	...	...	...	5s. dis.
Do. (under £1,000)	...	...	...	5s. dis.	10s. dis.	...
Exch. Bills (£1,000) Mar.	4s. dis.	par	3s. dis.	3s. dis.	par	3s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	par	...	par	...	par	par
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	...	...	2s. pm.	2s. dis.	par	3s. pm.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	98⅛	...	98⅛	...	98⅛ ⅜	98⅜
Exch. Bonds, 1859, 3½ per Cent.	...	...	...	...	...	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	3
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	92½	92	92	...
Caledonian	75½ ⅝	75½ ½	75½	75½	75½	75½
Chester and Holyhead	...	...	...	36½	...	...
East Anglian	20½ ½	...	20½	20½	20⅝	20⅝
Eastern Union A stock	...	...	...	52	...	...
East Lancashire	...	...	...	98	...	...
Edinburgh and Glasgow	...	63	...	...	...	...
Edin., Perth. & Dundee	...	...	...	35	34½ ½	34½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	99½	99½ ½	...	99⅝ ½	99½	99½
Gt. South & West. (Ire.)	104⅝	104⅝	...	...	105	...
Great Western	65½	65½ 5	64⅝	65½	...	65
Lancashire & Yorkshire	101	100⅞	100⅝ ⅜	100⅝	100⅞	100⅝
Lon., Brighton, & S. Coast	...	113½	...	...	...	112⅝
London & North Western	103⅝ ⅜	103⅝ ½	103⅜ ⅜	103⅝ ½	103⅜ ⅜	103⅜
London and S. Western	102½	102	101½	102	101½ 2	101⅝
Man., Shef., and Lincoln	44⅛ 5	45½ 5⅛	44⅛ ⅝	44⅝ ½	44⅛ ½	44
Midland	84	85⅛ ½	83⅜	83⅜ ½	83⅜	83⅜
Norfolk	63	...	63½ 2½	...	...	...
North British	...	...	43½	...	...	44½
North Eastern (Berwick)	93 2⅛	...	92½	92½ ⅛	92½ ⅛	92
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	34½	34½	...	33⅝	34½	34
Scottish Central	104½	...	105½	...	...	...
Scot.N.E. Aberdeen Stock	...	...	...	...	25	...
Shropshire Union	...	...	...	...	...	...
South-Eastern	...	75	74½ ⅛	74½	74½ ½ ⅛	74⅝
South-Wales	89½	90	90	...	90½ 1	90

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 4TH DAY OF JULY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,341,280	Government Debt	11,015,100
		Other Securities	3,439,900
		Gold Coin and Bullion	10,866,280
		Silver Bullion	...
	£25,341,280		£25,341,280

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,326,068
Rest	3,410,811	Other Securities	19,315,201
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	7,863,550	Notes	5,872,745
		Gold and Silver Coin	650,576
Other Deposits	9,658,616		
Seven day & other Bills	678,610		
	£36,164,587		£36,164,587

Dated the 9th day of July, 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

Bankrupts.

TUESDAY, *July* 7, 1857.

BURFIELD, WILLIAM, Ironmonger, Blaenavon, Monmouth. July 20 and Aug. 18, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Bristol. *Pet.* July 3.

DOHERTY, JOHN, Corn and Provision Merchant, Liverpool. July 17 and Aug. 14, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Lowndes, Bateson, & Lowndes, Liverpool. *Pet.* June 9.

EDGAR, JAMES, Draper, Bury St. Edmunds, Suffolk. July 17, at 12.30, and Aug. 21, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Bennett & Paul, 1 Sise-la., Bucklersbury. *Pet.* June 23.

FAITH, JOHN, Provision Merchant, 4 Cambridge-rd., Mile-end. July 17, at 12, and Aug. 21, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Linklaters & Hackwood, 17 Sise-la., Bucklersbury. *Pet.* July 4.

FALCONER, ROBERT, Dealer in Manure, 5 Wharf, Kingsland Basin, Hertford-rd., Middlesex. July 22, at 11.30, and Aug. 12, at 12.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Roscoe, 14 King-st., Finsbury-sq. *Pet.* June 29.

FINCH, WILLIAM, jun., Paper Dealer, Dudley Port, Tipton, Staffordshire. July 17 and Aug. 7, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Hodgson & Allen, Birmingham. *Pet.* July 6.

LIDBETTER, WILLIAM HENRY, Corn and Hop Dealer, Tonbridge Wells, Kent. July 18, at 11, and Aug. 21, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Church & Langdale, 38 Southampton-bldgs., Chancery-la.; or Cripps, Tonbridge-wells. *Pet.* July 3.

MORTIMER, HENRY GLADWELL, Builder, Lee, Kent. July 21, at 1, and Aug. 11, at 11; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Bothamley & Freeman, 39 Coleman-st. *Pet.* July 3.

NICHOLSON, GEORGE, Cattle and Sheep Dealer, 8 Lord-st., Newcastle-upon-Tyne. July 15 and Aug. 19, at 12, Royal-arcade, Newcastle.

upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Wright, Carlisle or Hoyle, Grey-st., Newcastle-upon-Tyne. *Pet.* June 29.

PEARSON, THOMAS, Ironmonger, 18 and 19 Calthorpe-pl., Gray's-inn-rd. July 21, at 12.30, and Aug. 25, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Linklaters & Hackwood, 17 Size-la. *Pet. for Arrangement*, June 1.

RANDALL, WILLIAM, Hotel-keeper, New Inn, Maidstone, Kent. July 20, at 1.30, and Aug. 12, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Linklaters & Hackwood, 17 Size-la., Bucklersbury. *Pet.* July 4.

ROBINSON, GEORGE JONATHAN, Silk Merchant, Nottingham. July 28 and Aug. 18, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* July 3.

SIMPSON, HENRY, Butcher, Ipswich. July 22, at 12.30, and Aug. 12, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Aldridge & Bromley, Gray's-inn; or Jackaman, Ipswich. *Pet.* June 27.

SMITH, TILDEN, JAMES HILDER, GEORGE SCRIVENS, & FRANCIS SMITH, Bankers, Hastings, Sussex. July 23, at 11, and Aug. 28, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Langham, 10 Bartlett's-bldgs. *Pet.* June 27. (*See* Meetings, *infra.*)

WILSON, MATTHEW, Commission Agent, 15 Devonshire-sq. July 20, at 1, and Aug. 12, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* July 3.

FRIDAY, *July* 10, 1857.

BARBER, Sir EDWARD PACK, Glass Merchant, 25 West-st., Smithfield. July 23, at 2, and Aug. 21, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Downes, 1 Three Kings'-ct., Lombard-st. *Pet.* July 8.

BLACKMAN, WILLIAM, Victualler, Railway Tavern, Northfleet, Kent. July 25, and Aug. 21, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Van Sandau & Cumming, 27 King-st., Cheapside. *Pet.* July 9.

BORSLEY, JOHN, Builder, 32 Argyle-sq., King's-cross. July 21, at 11, and Aug. 24, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* July 8.

CLARKE, WILLIAM, Dealer in China and Glass, King's Lynn, Norfolk. July 23 and Aug. 21, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury; or Gaches, Peterborough. *Pet.* July 3.

DANIEL, GEORGE WYTHE, Hotel and Boarding-house-keeper, Harts Woodford, Essex. July 25, at 11, and Aug. 21, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Paterson & Longman, 68 Old Broad-st. *Pet.* July 7.

EVANS, JOHN, Shipbuilder, Aberystwith, Cardiganshire. July 21 and Aug. 18, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Hughes & Roberts, Aberystwith; or Brittan & Sons, Albion-chambers, Bristol. *Pet.* July 7.

EVANS, MAURICE, & JOHN WILLIAM HOARE, Export Wine and Bottled Beer Merchants, 29 Great St. Helen's, and Trinity-wharf, Rotherhithe; Maurice Evans residing at 13 Victoria-ter., Westbourne-grove, and John William Hoare residing at 8 Upper Seymour-st., Portman-sq. July 24, at 12, and Aug. 27, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Linklaters & Hackwood, 17 Size-la., London. *Pet. for Arr.* June 11.

GORDON, JOHN DOWN, Pianoforte Manufacturer, 6 Eldon-st., Finsbury. July 20, at 11, and Aug. 24, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Venning, Naylor, & Robins, 9 Tokenhouse-yard. *Pet.* July 7.

GRIMSHAW, JOHN, Cloth Manufacturer, Guiseley, Yorkshire. July 27, at 11.30, and Aug. 17, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Ferns & Rook, Leeds. *Pet.* July 7.

LOWNDS, JOHN, Watch and Clock Maker, 5 York-pl., Vauxhall-bridge-rd.; in copartnership with Robert Lownds (R. & J. Lownds), Carpet Beating Business, 11 Belgrave-st. South, Pimlico. July 20, at 12, and Aug. 24, at 1.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Manning, 5 Lyon's-inn. *Pet.* July 8.

LUCAS, NATHANIEL TIMPERLEY, Victualler, Macclesfield, Cheshire. July 22 and Aug. 19, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Parrott, Colville, & May, Macclesfield. *Pet.* July 1.

NASH, THOMAS, jun., Brushmaker, 134 Gt. Dover-st., Southwark. July 18, at 11.30, and Aug. 21, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Butler, jun., 191 Tooley-st., Southwark. *Pet.* July 7.

TALBOTT, EBENEZER, & SAMUEL GRICE (Severn and Wye Foundry Co.), Ironfounders, Newarn, Lydney, Gloucestershire. July 21 and Aug. 18, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol. *Pet.* July 7.

BANKRUPTCIES ANNULLED.

TUESDAY, *July* 7, 1857.

GIDLEY, GUSTAVUS, Sharebroker, Torquay, Devon. July 2.

FRIDAY, *July* 10, 1857.

GODFREY, JOHN, Coachmaker, Taunton.

MEETINGS.

TUESDAY, *July* 7, 1857.

ATKINSON, ROBERT, Hairdresser, York. July 28, at 11; Leeds. *Com.* Ayrton. *Div.*

BEST, JOHN, Linendraper, Halifax. July 28, at 11; Leeds. *Com.* Ayrton. *Div.*

BUNNY, HENRY, Brickmaker, Newbury, Berks. July 17, at 11; Basinghall-st. *Com.* Fane. *Last Ex.*

MARSHALL, JOHN (Great Western Coal Company), Coal Merchant, Friar-st. and Victoria Wharf, Reading, and various Railway Stations. July 30, at 11; Basinghall-st. *Com.* Fane. *Div.*

PARKER, GEORGE, Grocer, Leeds. July 28, at 11; Leeds. *Com.* Ayrton. *Div.*

SMITH, HILDER, SCRIVENS, & SMITH, Bankers, Hastings. July 18, 20, and 21, 10 to 4; Swan Hotel, Hastings. *Prf. Debts.* for creditors in and near Hastings who may not wish to attend in Basinghall-st. on July 23 and Aug. 28.

TAYLOR, ROBERT, Draper, Sunderland. Aug. 5 (and not *July* 24, as advertised in last Tuesday's *Gazette*) at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Second Div.*

FRIDAY, *July* 10, 1857.

BLYTHE, JOHN BENNINGTON, Smelter, 6 Minerva-pl., New-cross, Old Kent-rd., and late of the Smelting Works, Plough-rd., Rotherhithe. Aug. 3, at 2; Basinghall-st. *Com.* Goulburn. *Div.*

CLARKE, JOHN WILLDING, Seed Merchant, late of Sidcup, Kent, now of Whittlesea, Isle of Ely. July 31, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

CONWAY, WILLIAM, Builder, Plymouth. Aug. 3, at 10; Plymouth. *Com.* Bere. *Div.*

COPLAND, CHARLES, & WILLIAM GEORGE BARNES, Provision Merchants, Botolph-la., London, and Oriental-pl., Southampton. Aug. 3, at 11; Basinghall-st. *Com.* Goulburn. *Div.* sep. ests. of each.

DUNCAN, RICHARD, Wine Merchant, 43 Lime-st. July 20, at 12; Basinghall-st. *Com.* Goulburn. *Last Ex.*

GIBBS, CHARLES BARNETT, Grocer, Eccleshall, Staffordshire. July 31, at 11.30; Birmingham. *Com.* Balguy. *Div.*

HARRISON, THOMAS, Tailor, 62 Chancery la., and of Holly-cot., West-end, Esher, Surrey. Aug. 3, at 12.30; Basinghall-st. *Com.* Goulburn. *Div.*

HERRING, JAMES CRAGGS, & WILLIAM HERRING, Merchants, West Boldon, Durham. Aug. 4, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

HUNTER, SAMUEL, Anchor Manufacturer, Gateshead, Durham, & NICHOLAS HUNTER, Anchor Manufacturer, Hartlepool, Durham (Copartners). July 21, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from June 10) *Last Ex.*

LAMB, JAMES, EDWARD LEWIS, & WILLIAM THOMAS ALLUM (T. Freen & Co.), Cement Manufacturers, Wouldham, Kent, and Kingsland-rd., Middlesex. Aug. 3, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

MARE, FRANCES, GEORGE KEEN, & EDMUND JOHN EARDLEY MARE, Ironfounders, Plymouth, Devon. Aug. 3, at 10; Plymouth. *Com.* Bere. *Div.*

SULLY, WALTER, Printer, 299 Strand. July 31, at 1.30; Basinghall-st *Com.* Fane. *Div.*

SYERS, MORRIS ROBERTS, JAMES WALKER, & DANIEL BACKHOUSE SYERS (Syers, Walker, & Co.); and Liverpool (Syers, Walker, & Syers), Merchants, Ball-alley, Lombard-st. Aug. 4, at 11; Basinghall-st. *Com.* Goulburn. *Div.* sep. est. of M. R. Syers and of J. Walker.

VICKERS, John, Wine and Spirit Merchant, 14 Eldon-rd., Victoria-rd., Kensington, and 4 Cross-la., St. Mary-at-Hill, Lower Thames-st., and 93 High-st., Southwark. Aug. 3, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

WARD, THOMAS, Stock Manufacturer, 4 Bow Churchyard. Aug. 3, at 2.30; Basinghall-st. *Com.* Goulburn. *Div.*

DIVIDENDS.

TUESDAY, *July* 7, 1857.

BARTON, IRLAM, & HIGGINSON, Merchants, Liverpool. Ninth, 4*d. Turner*, 53 South John-st., Liverpool; any Wednesday, 11 and 2.

CLUBBE, THOMAS, Brewer, Chester. Fifth, 1*d. Turner*, 53 South John-st., Liverpool; any Wednesday, 11 and 2.

FUTVOYE, FREDERICK (1st Bankruptcy), Jeweller, 154 Regent-st., and Beak-st. First, 7*d. Edwards*, 1 Sambrook-ct., Basinghall-st.; next three Wednesdays, 11 and 2.

NICHOLLS, FRANCIS, Merchant, 5 Thornhill-cresct., Islington. First, 1*s.* 10½*d. Whitmore*, 2 Basinghall-st.; any Wednesday, 11 and 3.

PHILLIPS, WILLIAM, Currier, Norwich. First, 1*s.* 3*d. Edwards*, 1 Sambrook-ct., Basinghall-st.; next three Wednesdays, 11 and 2.

POPKISS, POPKISS, & MELLER, Timber Merchants, Ham Wharf, Brentford. First, 1*d. Edwards*, 1 Sambrook-ct., Basinghall-st.; next three Wednesdays, 11 and 2.

PRESCOTT, JOSEPH, Teadealer, Liverpool. Third, ½*d. Turner*, 53 South John-st., Liverpool; any Wednesday, 11 and 2.

FRIDAY, *July* 10, 1857.

GUMMOW, JAMES R., Builder, Wrexham, Denbighshire. Second, 3*d. Turner*, 53 South John-st., Liverpool; any Wednesday, 11 and 2.

NICHOLS, HILLYARD, Corn Merchant, Bedford. First, 3*s. Cannan*, 18 Aldermanbury; any Monday, 11 and 3.

PETO, JOHN, & JOHN BRYAN (Bryan, Price, & Co.), Army Contractors, 8 and 9 Dacre-st., Westminster, and of Liverpool, and Willow-walk, Bermondsey. Second, 1*s. Cannan*, 18 Aldermanbury; any Monday, 11 and 3.

TWEEDALE, WILLIAM, Grocer, Ashton-under-Lyne. First, 4*s.* 1½*d. Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 and 1.

WILSON, BENJAMIN, Scrivener, 16 Gresham-st. First, 1*s.* 5*d. Lee*, 20 Aldermanbury; Wednesday next, 11 and 2.

WOOD, WILLIAM, Commission Agent, 149 Aldersgate-st. First, 3*s. Cannan*, 18 Aldermanbury; any Monday, 11 and 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *July* 7, 1857.

ARMSON, SAMUEL, Builder, Walbrook Coseley, Sedgley, Staffordshire. Aug. 6, at 10.30; Birmingham.

BARRY, JOHN, Linen and Woollen Draper, Cashel, Clonmel, Co. Tipperary, Ireland, also at Manchester (John Barry & Co.). July 29, at 12; Manchester.

BAXTER, GEORGE, & GEORGE TOONE, Dyers, Nottingham. July 28, at 10.30; Nottingham.

BENNETT, THOMAS, Iron and Coal Master, Oldbury, Worcestershire, and of Westbromwich, Staffordshire. Aug. 6, at 10.30; Birmingham.

CUNDY, SAMUEL TANSLEY (trading as Samuel Cundy), Statuary and Stonemason, Belgrave Wharf, Lower Belgrave-pl., Pimlico. July 30, at 12; Basinghall-st.

FOA, OCTAVE, Merchant, 55 Old Broad-st. July 28, at 11; Basinghall-st.

GILLETT, GEORGE, Cabinetmaker, Preston, Lancashire. July 28, at 12; Manchester.

HODGSON, GILBERT, & WILLIAM ATCHESON, Timber Merchants, Sunderland. July 31, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

MOODY, CHARLES, Saw and File Maker, 128 Queen-st., Portsea. July 30, at 12.30; Basinghall-st.

TURNER, WILLIAM, & THOMAS MASON (Mason & Turner), Cotton Spinners, New Mills, Ashbourne, Derbyshire. Sept. 15, at 11; Nottingham.

FRIDAY, *July* 10, 1857.

CARR, WILLIAM RIDLEY, & HENRY FREDERICK SCOTT (John Carr & Co.), Iron Manufacturers, Wallsend, Northumberland. Aug. 4, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

CHADWICK, BENJAMIN, Chronometer and Watch Maker, Liverpool. July 31, at 11; Liverpool.

COOPER, JOHN MARTIN, Shipowner, Sunderland. Aug. 3, at 11; Royal-arcade, Newcastle-upon-Tyne.
ELLIS, ALFRED, Wine Merchant, Wimborne, Dorset. Aug. 4, at 1; Basinghall-st.
GREGORY, WILLIAM JOHN, Bedding Manufacturer, Leeds. Aug. 4, at 11; Leeds.
JONES, THOMAS, Grocer, High-st., Merthyr Tydfil, Glamorganshire. Aug. 3, at 11; Bristol.
LAIDLER, THOMAS (John Carr & Co.), Coke Burner, Jarrow, Durham. Aug. 4, at 11.30; Royal Arcade, Newcastle-upon-Tyne.
MEE, WILLIAM, Manufacturer of Plain and Fancy Hosiery, Leicester. Aug. 4, at 10.30; Nottingham.
TEALL, EDWARD, & REUBEN TEALL, Boat Builders, Leeds. July 31, at 11; Leeds.
THOMAS, JOHN GEORGE, Damask Manufacturer, Illingworth, Halifax. July 31, at 11; Leeds.
WEARING, JAMES, Joiner and Builder, Ulverston, Lancashire. Aug. 6, at 1; Manchester.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *July* 7, 1857.

BROOKE, GEORGE, Provision Dealer and Salesman, Leadenhall-market and 93 Peascod-st., Windsor. June 30, 2nd class.
CHARLES, ROBERT RUMNEY, & WILLIAM FORDYCE, Paper Manufacturers, Haughton, Northumberland. July 3, third class to each; R. R. Charles's to be suspended till Aug. 11.
KEYWOOD, JAMES, jun., Plumber, Littlehampton, Sussex. June 30, 2nd class.
ROBERTS, JULIUS, Engineer, Poplar, Middlesex. June 30, 3rd class; but not to operate as a release to him until he shall have paid all his creditors 10s. in the pound.
WELLS, THOMAS, Grocer, 34 Dorset-pl., Clapham-rd., Surrey. June 30, 2nd class.
WHITE, THOMAS, jun., Shipbuilder, Portsmouth and Gosport. June 30, 1st class.

FRIDAY, *July* 10, 1857.

BAILEY, WILLIAM, jun., Carver and Gilder, 68 Buttesland-st. July 1, 3rd class; to be suspended for twelve months from June 3.
BATESON, HENRY, Apothecary, 2 Hadden-pl., Waterloo-rd., Surrey. July 9, 1st class.
BRUCE, JOSEPH, Grocer, Yarmouth, Isle of Wight. July 9, 2nd class.
CHEETHAM, DAVID, Cottonspinner, Rochdale, Lancashire. July 2, 2nd class.
HALL, CHRISTOPHER, East India Merchant, 3 Sun-ct., Cornhill. June 29, 3rd class; to be suspended for twelve months from June 29.
HARRISON, THOMAS, Tailor, 62 Chancery-la., and Holly-cot., West-end, Esher, Surrey. July 6, 2nd class; to be suspended for three months from July 6.
HASSE, GUSTAV, Merchant, 4 Railway-pl., Fenchurch-st. July 2, 3rd class.
HEWITT, GEORGE ALEXANDER, Chemist and Druggist, Derby. July 7, 3rd class, after a suspension of twelve months.
HINTON, ALFRED, Druggist and Grocer, Birmingham. July 9, 3rd class, after a suspension of three months.
MOORE, GEORGE, Innkeeper, Shardlow, Derbyshire. July 7, 3rd class.
RICHARDS, THOMAS, Draper, Aberystwith, Cardiganshire. July 7, 2nd class.
STEFFANO, PETER, Ship Chandler, 26 Wellclose-sq., and Cardiff. July 3, 1st class.
WHEELER, HENRY, Painter, Derby. July 7, 1st class.

Professional Partnership Dissolved.

FRIDAY, *July* 10, 1857.

NICHOLSON, GEORGE PEARSON, & RICHARD BOUGHEY MONK LINGARD, Attorneys-at-Law and Solicitors, Wath-upon-Deane, Yorkshire; debts received and paid by G. P. Nicholson. June 30.

Assignments for Benefit of Creditors.

TUESDAY, *July* 7, 1857.

BUTTERS, JOSEPH, & JOSEPH CONDLIFF, Earthenware Manufacturers, Shelton, Stoke-upon-Trent, Staffordshire. June 8. *Trustees*, T. Hammersley, Commission Agent, Stoke-upon-Trent; T. Furnival, Flint Grinder, Cobridge; J. T. Close, Commission Agent, Stoke-upon-Trent. *Sol.* Moxon, Hanby.
FUNNELL, EBENEZER, Builder, Chiddingly, Sussex. June 24. *Trustees*, G. Carpenter, Miller, Chiddingly; M. H. Lower, Auctioneer, Chiddingly. Indenture lies at office of Ebenezer Funnell.
MASON, THOMAS, Hotel-keeper, Angel Hotel, Abergavenny, Monmouthshire. June 25. *Trustee*, W. J. Hands, Auctioneer, Abergavenny. *Sol.* Lloyd, Abergavenny.
PHILLPOT, EDWIN, Draper, Colford, Gloucestershire. June 10. *Trustees*, S. Edwards, Wholesale Tea Dealer, Abchurch-la; E. Bretherton, Provision Merchant, Gloucester. *Sol.* Mardon, Christchurch-chambers, 99 Newgate-st.
PRIME, EDWARD, Painter, Longton, Staffordshire. June 10. *Trustee*, T. Prime, Wood Turner, Birmingham. *Sol.* Saunders, 41 Cherry-st., Birmingham.
RODDWELL, JAMES, Innkeeper, Framlingham, Suffolk. June 29. *Trustee*, J. Woodrow, Wine Merchant, Norwich. *Sol.* Taylor, St. Giles-st., Norwich.
UPTON, JOHN, Agricultural Implement Maker, Etwall, Derbyshire. July 1. *Trustee*, E. Collumbell, Agent, Derby. *Sol.* Gamble, Wardwick, Derby.

FRIDAY, *July* 10, 1857.

DUNN, WILLIAM, Cabinetmaker, Guildford, Surrey. June 13. *Trustees*, W. Colebrook, Butcher, Guildford; T. Gill, Ironmonger, Guildford. *Sol.* W. Lovett, Guildford.
HEAP, JOHN, Jeweller, Burnley, Lancashire. June 23. *Trustees*, G. Armitage, Gent., Preston; C. Wood, Jeweller, Birmingham. *Sols.* Shaw, Sutcliffe, Tattersall, & Handsley, Burnley.
PARKINSON, JOHN, Solicitor, Argyll-st., Regent-st. June 23. *Trustees*, C. Morris, Barrister-at-Law, of the Inner Temple, and South-st., Grosvenor-sq.; G. T. Rose, Pianoforte Manufacturer, Gt. Pulteney-st., Grosvenor-sq. *Sols.* Henry & Spencer Robert Lewin, 32 Southampton-st., Strand.
PURSER, FREDERIC, Ironmonger, Sheffield. June 29. *Trustees*, J. Lyons, Steel Converter, Sheffield; G. Knowles, Accountant, Sheffield. *Sols.* Gould & Son, Paradise-sq., Sheffield.
RUTHERFORD, JOHN, Draper, Kettering, Notts. June 24. *Trustees*, H. Sturt, Wood-st.; J. Bradbury, Aldermanbury, Warehousemen; T. H. Gotch, Gent., Kettering. *Sols* Mason & Sturt, 7 Gresham-st.
SEARS, WILLIAM JOSEPH, & JAMES SEARS, Printers, 3 and 4 Ivy-la., Newgate-st. June 12. *Trustees*, T. Sprague, Wholesale Stationer, Queen-st., Cheapside; J. Marshall, Gent., Queen-st. *Sols.* Jenkinson, Sweeting, & Jenkinson, 7 Clement's-la.
SHEARCROFT, GEORGE, Grocer, Sutton St. Mary, Lincolnshire. June 16. *Trustees*, J. Vorley, Farmer, Holbeach Marsh, Lincolnshire; T. G. Leader, Grocer, Fleet, Lincolnshire. *Sol.* Garthwaite, Long Sutton.
THURLOW, HENRY, & WILLIAM WILKINSON, sen., Tailors, Thetford, Norfolk. June 18. *Trustees*, J. Ellison, Woollen Warehouseman, Bread-st., Cheapside; G. T. Clarke, Woollen Warehouseman, St. Martin's-la. *Sol.* Flux, Moira-chambers, 17 Ironmonger-la.

Creditors under Estates in Chancery.

TUESDAY, *July* 7, 1857.

ATKINSON, WILLIAM (who died in Aug., 1856), Dyer, Flint House, Broadstairs, Kent. Creditors to come in and prove their debts on or before Aug. 1, at V. C. Wood's Chambers.
SHAW, WILLIAM (who died on Oct. 2, 1838), Wilmslow, Cheshire. Creditors to come in and prove their claims on or before July 25, at the Master of the Rolls' Chambers.

FRIDAY, *July* 10, 1857.

BENNETT, RICHARD (who died in Feb. 1823), Tamworth, Staffordshire. Creditors to come in and prove their debts on or before July 28, at Master of the Rolls' Chambers.
BRASSINGTON, THOMAS (who died on May 27, 1841), Carpenter and Builder, Bartholomew-ter., York-st., City-rd. Creditors to come in and prove their debts on or before August 5, at V. C. Stuart's Chambers.
BREEDON, ARTHUR WILLIAM (who died in Dec. 1856), Clerk, Pangbourne, Berks. Creditors to come in and prove their claims on or before Nov. 2, at Master of the Rolls' Chambers.
HARGRAVE, WILLIAM JOSCELINE. Incumbrancers in respect of his moiety of the freehold estate, Saracen's Head Inn, Aldgate, to come in and prove their claims on or before July 27, at Master of the Rolls' Chambers.
JONES, EDWARD (who died on April 2, 1856), Farmer, Nanthir, Llanfawr, Merionethshire. Creditors to come in and prove their claims on or before July 30, at V. C. Stuart's Chambers.
TWEDDELL, JOHN (who died in Nov. 1851), Hatter, late of Darlington. Creditors to come in and prove their debts on or before Oct. 29, at Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *July* 7, 1857.

ANGLO-CALIFORNIAN GOLD MINING COMPANY.—Creditors of this Company are, on or before July 15, to send the amount and particulars of their claim to G. F. Goodman, Clerk to the Liquidators.
COMMERCIAL AND GENERAL LIFE ASSURANCE ANNUITY FAMILY ENDOWMENT AND LOAN ASSOCIATION.—The Master of the Rolls purposes, on July 21, at 12, at his chambers, to make a call for 10s. per share.
CROOKHAVEN MINING COMPANY OF IRELAND.—V. C. Wood orders that this Company be absolutely dissolved as from July 27, and wound up; and will, at his chambers, on July 16, at 1, appoint an official manager; and Creditors are to come in and prove their debts.
GENERAL LIVE STOCK INSURANCE COMPANY.—The Master of the Rolls will, at his chambers, on July 11, at 12, appoint an official manager.
KENMARE AND WEST OF IRELAND COPPER AND SILVER LEAD MINING COMPANY.—A petition for the dissolution and winding up of this Company was, on July 7, presented by Edward Smith, Gent., of Barnsbury-park, Islington; which will be heard before V. C. Wood on July 18.
NANTLLE VALE SLATE COMPANY. — The Master of the Rolls, on June 11, appointed George Coryndon Begbie, Accountant, Coleman-st., John George Shipley, Saddler, 181 Regent-st., and George Harry Barlow, Italian Warehouseman, 5a Curzon-st., Mayfair, to be the official managers.
SAINT DENNIS CONSOLS CHINA CLAY WORKS AND TIN MINE.—V. C. Wood purposes, on July 20, at 1, at his chambers, to make a call for 10s. per share.
WRYSGAN SLATE AND SLAB QUARRYING COMPANY.—V. C. Kindersley orders that this Company be absolutely dissolved from June 26, and wound up.

FRIDAY, *July* 10, 1857.

FURDON MANOR MINE.—V. C. Wood will, on July 15, at 1, at his Chambers, make a call on the contributories for 10s.
GENERAL LIVE STOCK INSURANCE COMPANY.—The Master of the Rolls orders this Company to be absolutely dissolved, as from July 4, and wound up.
NORTH SHIELDS QUAY COMPANY.—V. C. Wood, on June 22, appointed Robert Palmer Harding, 5 Serle-st., Lincoln's-inn, to be Official Manager.

Scotch Sequestrations.

TUESDAY, *July* 7, 1857.

HUTCHINSON, THOMAS, Baker, 25 King-st., Tradeston. July 13, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 1.
JOHNSTON, JOHN, Blacksmith, Hamilton. July 16, at 12, King's Arms Inn (Dick's), Hamilton. *Seq.* July 2.
MORISON, WALTER, Butcher, 12 Black's-bldgs., Aberdeen. July 15, at 12, Royal Hotel, Aberdeen. *Seq.* July 4.
THOMSON ARCHIBALD (Archibald Thomson & Co.), Woollen Drapers, High-st, Edinburgh. July 13, at 12, Dowells and Lyon's Rooms, 18 George-st., Edinburgh. *Seq.* July 3.

FRIDAY, *July* 10, 1857.

BURNS, ALEXANDER GRAHAM, Wine and Spirit Merchant, Glasgow. July 17, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* July 8.
M'DONALD, JOHN, Wine and Spirit Merchant, Whiteinch, Patrick. July 14, at 2, Globe Hotel, George's-sq., Glasgow. *Seq.* July 6.
O'HALLORAN, GEORGE STEWART, & THOMAS BROWN, Ship Brokers, Glasgow. July 14, at 12, Faculty Hall, St. George's-pl., Glasgow. *Seq.* July 6.
THIRD, ALEXANDER, & JOHN KIDD ADAMS, Warehousemen, Glasgow. July 14, at 2, Faculty Hall, St. George's-pl., Glasgow. *Seq.* July 6.

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THE SOLICITORS' JOURNAL.

LONDON, JULY 18, 1857.

THE PROCTORS.

The real battle of the Probates Bill is yet to be fought; and the notices of motion which have been given by Mr. Malins, Lord Goderich, and other members of the House of Commons show the energy with which the proctors and their supporters are addressing themselves to the coming struggle. The notion has got abroad that the Government can succeed in carrying this important measure only upon the condition of securing ample compensation to those practitioners whose exclusive rights and privileges would be thereby invaded. Mr. Malins, the foremost champion of the proctors, proposes that they should receive life annuities amounting to one-half of the net profits of their business, taking an average of five years antecedent to the passing of the Act; and that the fees at present payable in respect of grants of probate and administration should be continued, so long as they shall be required to discharge these annuities. Lord Goderich is of opinion that the compensation—for the country proctors at all events—should not be less than an annuity equal in value to three-fourths of their present annual income. Mr. Collins advocates reducing this amount to one-fourth; and Colonel Smyth desires to include in the compensated class advocates of the Ecclesiastical Courts of York, Ripon, and Richmond.

The first thing which occurs to the mind of any person who considers these various propositions—which, we are told, are to be vehemently urged upon the House of Commons in all stages of the Bill—is, a recollection of numerous analogous instances affecting other branches of the legal profession, in respect of which no such claims have been attempted to be set up. Nobody has ever heard of a claim by barristers or attorneys practising in the common law courts for compensation on account of the diminution of their rights and privileges, and of their professional emoluments, in consequence of the passing of the Common Law Procedure Act; nor of any such claim on the part of their equity brethren, on account of the passing of the Chancery Amendment Act. Yet that injurious results were seriously anticipated at the time when these Acts were before Parliament, and that the gentlemen to whom we have referred have suffered heavy pecuniary loss by means of those enactments, any person conversant with the subject must concede. We admit, however, that this argument is not conclusive against the proctors; and that, if they are in justice entitled to the compensation which they seek, they are not bound by any precedent drawn from the conduct of attorneys and solicitors under similar circumstances. It may therefore be quite open to the proctors to demand compensation for the loss which may be occasioned to them by the provisions of the Bill now before the House of Commons. We are not aware that Parliament has ever laid down any clear rule, or acknowledged any intelligible principle, to govern such cases. The only conclusion on the subject which can be deduced from the resolutions of both Houses from time to time, is to give compensation only to persons holding office directly under the Crown, and where the loss is not merely speculative or contingent, but direct and unquestionable. It cannot be denied, however, that Governments have sometimes recognised remote interests, and granted compensation for injury indirectly occasioned by their measures, as the price of peace with those who might otherwise have proved themselves formidable opponents. Possibly, in the present case, Ministers may adopt this course; and, considering the great value of the measure now before Parliament, we should not be disposed to find fault with them for so doing, apart from the abstract question of the principle involved in such a proceeding.

Admitting, then, that as a matter of right or of mere policy the proctors ought to receive compensation, the question of amount remains. Its solution depends obviously upon the loss likely to be sustained by the operation of the Act. The Bill proposes to enable solicitors, without the intervention of proctors, to conduct contentious business in the Metropolitan Court of Probate, where alone litigated causes of considerable amount can be heard. The District Registries are to deal with business in common form only; and in all such business, whether in London or the country, the proctors are to maintain their present monopoly. In other words, the only interference with the "exclusive rights and privileges" of the proctors will be in London; and even there it will be confined to the least remunerative kind of business, viz.—the contentious.

Under these circumstances, the loss of the proctors can be hardly appreciable; especially if any considerable increase of business takes place, as many persons anticipate. To continue, extend, and fortify their monopoly in all points, with one trifling exception, and then to calculate their compensation on the hypothesis of absolute ruin—as Mr. Malins seems anxious to do—is going a little too far. If, indeed, the Act altogether abolished the monopoly of the proctors, and the distinction between them and solicitors, the claim of the former to compensation would have some show of reason, and would no doubt receive the most favourable consideration of Parliament. But it is absurd to talk of compensation, while the effect of the Bill is to exclude, as rigidly as ever, the whole body of provincial, and the great majority of metropolitan solicitors, from practice in the new courts, and to admit the latter only in a very small number of cases, where their ignorance of common form business must necessarily place them at a considerable disadvantage. The proctors must not be allowed to retain their monopoly, and to insist upon extravagant claims in respect of loss which they pretend to sustain by relinquishing it. The proportion between contentious and common form business is so exceedingly small, and the effect of a monopoly of the latter so obviously puts formidable competition in the former out of the question, that the Bill, if allowed to pass in its present shape, will substantially operate to the exclusion of the solicitors, almost as effectually as the law does now.

The reasons which have been alleged for continuing the monopoly of the proctors in the common form business are so puerile, that they are hardly worthy of serious notice, particularly as most persons are aware that they were merely a make-believe. Their real object was to conciliate Doctors' Commons and the diocesan practitioners. It was hoped that if the present possessors were secured in nineteen-twentieths of an increasing business, nothing would be heard about compensation for the loss of the remainder. That expectation, however, has been disappointed; and we now hear threats of unflinching opposition to the whole measure, if the proc-

tors are not compensated upon the principle of a total loss of their business. The solicitors have offered no obstacle to this Bill on the ground of their improper exclusion from a large field of employment, because it was at first understood that there was to be no compensation. If, at the eleventh hour, it turns out to be otherwise, it is surely time to expose the flimsy pretences of superior aptness and capacity for common form business on the part of the proctors; and as they must be hard set to establish their claims in the present condition of the Bill, it would only be a friendly act for the solicitors to make their case somewhat stronger, by inducing Parliament to throw open all the business in the Court of Probate and in the District Registries to the whole profession. Such a step would at once accomplish the object of the proctors, and materially serve the interests of the public.

CRIMINAL JUSTICE IN SCOTLAND.

The facts of the case of Madeleine Smith have been dwelt upon so long and so fully that we should not feel justified in wearying our readers by recurring to them; but the mode in which the trial was conducted is so different from that which prevails in English criminal courts, that some consideration of it may be both curious and instructive. The most prominent, and perhaps the most important, difference between the Scotch and English systems of administering criminal justice is to be found in the practice which they maintain, and which we proscribe, of interrogating the accused person. It appears that one of the first steps in the late proceedings consisted of a declaration made by Miss Smith before the procurator-fiscal in answer to questions put by him to her; a proceeding closely resembling that of taking the prisoner's examination by the committing magistrate, which formerly prevailed in this country, and was only abolished by a very modern Act of Parliament. Strongly as English prejudices make against this practice, we are quite unable to share in them. The obvious argument, that silence can only be a protection to the guilty, and that interrogation may often be a positive advantage to the accused person, appears to us to receive a forcible confirmation from the case of Miss Smith. The declaration which she "emitted" made more strongly in her favour than almost any other part of the evidence in the case. Her admission that she bought the arsenic, her assertion that her appointment with her lover was for the Saturday and not for the Sunday night, her acknowledgment that she once gave him cocoa, and several other points in the statement, were so frank and so fully corroborated by other evidence in some particulars, and so little contradicted in others, that they must have weighed very considerably in her favour. Indeed they furnish the principal ground on which a candid person would be inclined to hesitate not only as to the legal but as to the moral strength of the case for the Crown. The English repugnance to allow prisoners to be interrogated is partly derived from the abuses to which the practice is certainly liable in countries where the judge is in effect counsel for the prosecution, and partly from a traditionary notion handed down from the times when our criminal law was nominally the most severe, but, in consequence of the capricious exercise of the power of pardon, one of the least effective systems in Europe. In those days every one was naturally enough anxious to give a prisoner as many chances of escape as possible, and we still allow our minds to be influenced by a sort of sporting conception of criminal law, which regards the infliction of punishment rather as a forfeit paid by the loser in a game than as the ultimate object for which criminal law exists.

Next to the interrogation of the prisoner the strangest feature of the late *cause celèbre* to English lawyers was the admission of hearsay evidence. Not only were the prisoner's accounts of his symptoms—which, to some extent, at least, would have been evidence in our own courts—laid before the jury, but a variety of other observations were admitted about the interviews which the deceased had with the prisoner, about her having given him cocoa and coffee, and about suspicions which had passed through his mind as to her having poisoned him. One point arose in the progress of the case, which illustrated very clearly the principle upon which the admission or rejection of such evidence depends in Scotch cases. A memorandum-book of the deceased was tendered in evidence to prove, we believe, the fact that he had had interviews with the prisoner on certain days immediately preceding his attacks of illness; and it was rejected on the ground that hearsay evidence cannot be admitted, unless the statements or memoranda to which it relates were made under such circumstances as to be free from suspicion. If, for example, the deceased said, on such a day I was at such a place, that would be evidence, unless it could be made to appear that he had at the time some corrupt motive—as, for example, vanity or revenge—for saying so. The memoranda were rejected principally on the ground that they were made after the quarrel between the prisoner and the deceased, so that they might have been dictated by improper motives. Such a principle as this must be most difficult to apply; nor does the whole trial appear to us to furnish any ground for dissatisfaction with the severer rules of evidence which obtain in our own courts. It is very remarkable that not a single circumstance of importance was adduced which would have been excluded by our rules. Most of L'Angelier's remarks were just that kind of vague gossip which a serious person would wish not to be aware of in considering a matter of great importance.

We do not think that Miss Smith's trial does much credit to the practice of joining three offences in one indictment. Previous attempts to commit a crime, all forming part of the plan by the operation of which it was ultimately consummated, may reasonably enough be given in evidence to prove the principal offence; but where the jury are asked three separate questions at once it can only confuse them. Cases may easily be imagined in which the proceedings might take a course which would quite supersede the necessity for investigating the subordinate parts of the charge; and in such cases it would surely be as well to rid the jury of a useless inquiry. This was not a very prominent feature in Miss Smith's case; but it caused cruel injustice in the case of Nairn and Ogilvie, tried in the last century for murder and incest; and instances might be quoted from the French courts in which the same habit has produced fatal consequences to the accused.

One feature in the Scotch mode of procedure appears to us to deserve serious consideration, though it is not a matter of first-rate importance. We allude to the practice of allowing the evidence to precede the speeches of counsel, and of giving the prisoner in all cases the last word. Nothing can be more painful, and nothing more injurious to the ends of justice, than the dilemma in which counsel are often placed in England, between the fear, on the one hand, of giving a reply, and the desire, on the other, to call witnesses. Mr. Barber, we believe, attributed his conviction to the fact that his counsel refused to take the first course. A criminal trial should not be, and, to the honour of the bar, it hardly ever is, a scene of rivalry and competition. The right to reply is the only bone of contention which ever produces such a scene; and it would be a great gain to adopt a plan which would preclude the possibility of such a result.

We feel more doubt about the propriety of preventing the counsel for the prosecution from opening the case to the jury. On the one hand, it may be said with considerable justice that a well-contrived and lucid

arrangement of the facts to be proved prejudices the jury in favour of the guilt of the prisoner, and that there is some danger that they may remember the speeches of counsel rather than the evidence; but, on the other hand, there is great danger that minds unskilled in marshalling and applying masses of testimony may be bewildered by hearing a number of witnesses, without knowing beforehand what they are to prove; and thus the jury would be led to depend more on the summing up of the counsel for the Crown, than they do at present on his opening. If we were to offer an opinion upon the subject, it would be that the Crown should have the right of replying to the prisoner's evidence, but that the prisoner should in all cases have the last word.

We understand that in Miss Smith's case ten of the jury were in favour of the verdict of "not proven," and five in favour of a conviction. The question was apparently little discussed, as the verdict was found in half an hour. If the majority had been the other way, it would have been all but impossible to execute the prisoner; and the sentence of the Court would have been in all probability reversed by the executive, which is always a misfortune. Open to objection as our own system of requiring unanimity may be in some points of view, it certainly gives a degree of weight to an English verdict, with which, especially in criminal cases, we could ill afford to dispense.

Legal News.

Lord Campbell's Committee on the law of libel have made their report, but it is too late now to attempt to pass any measure founded on their recommendations in the present Session. It is proposed that a report of proceedings in either House of Parliament should have the same privilege as is now extended to reports of proceedings in courts of justice. In order to remedy the evil which arose in the case of *Davidson* v. *Duncan*, it is proposed to enact that the defendant may plead that he has faithfully reported the proceedings of a public meeting, and that the plaintiff has sustained no actual damage; and if the jury are of that opinion, they are to find a verdict for the defendant, and thus the penalty of costs will be thrown upon the plaintiff. These proposals fall very far short of satisfying the demands which have been urged by a portion of the press; but we believe that the protection thus afforded will amply suffice for all journals that are conducted with caution and moderation.

The Fraudulent Trustees Bill has found its way into the House of Lords, but there it will encounter the Bill of Lord St. Leonards for Trustees Relief; and if the fate of the two measures is to be linked together, it may be very difficult to accomplish any legislation on this subject during the present session. The Judgments' Execution Bill has been finally arrested by the fixed determination of its opponents to talk away the time allotted to passing it through committee. There is still much to be done in order to fulfil the very moderate programme of law reforms which we ventured to treat as not altogether visionary at the meeting of Parliament. But it is impossible to believe that either House will consent to work much longer; and there is a prospect of exciting party debate on Eastern affairs, which will effectually divert attention from the Lord Chancellor and Sir Richard Bethell. We cannot, therefore, reckon confidently on any very extensive achievements in the way of law reform during this session. But we shall be thankful for whatever may be accomplished.

DEATH OF MR. GERMAIN LAVIE.

On Tuesday morning it was announced in the city that this eminent solicitor had been killed by a fall from his horse on Constitution Hill, while taking an early ride preparatory to the business of the day. It is but a few weeks since that we had to lament the death of Mr. James Freshfield, whom, together with Mr. Lavie, most persons would have agreed to name as the two highest authorities on commercial law existing in the City of London. It will not have been forgotten that Mr. Freshfield died at the age of 56, of a complaint which was probably induced or aggravated by excessive application to his professional duties. Mr. Lavie has died at about the same age, leaving a great reputation, and a void which it will be difficult to supply.

The deceased gentleman was not only a solicitor in large practice and thoroughly master of his work, but he was also gifted with many talents and accomplishments which enhanced the influence due to his professional position. He was educated at Eton, where he was highly distinguished as well for industry and capacity as for general good conduct. From Eton he went to Christchurch College, Oxford, and took his degree in 1823, having obtained a first class in mathematics. At this time he was intended for the bar, but the sudden death of his father, who was a member of the old firm of Crowder, Lavie, & Co., induced him to change his views. In order to supply as far as possible his father's place, he entered the office as clerk to Mr. Oliverson, then and now a member of the firm, and after completing his articles, was admitted to practice as a solicitor in Easter Term, 1827. Mr. Lavie was a student of Christchurch, and it was at one time probable that he would have been elected to a fellowship at Merton College. Up to the time of his death he held the office of auditor of Christchurch, and under this title was the professional adviser of the college; and he enjoyed in a high degree the friendship and confidence of that distinguished body.

Ability and industry had won for Mr. Lavie high academic honour, and when he had taken his degree at Oxford, and turned his thoughts to the bar, his own powers, and the position of his father, as an eminent solicitor in London, appeared to promise him an early and great success. But on his father's death he sacrificed whatever hopes he may have cherished of the more splendid triumphs of the bar, and devoted himself to supply to his family, so far as posible, the heavy loss they had sustained. To this duty he was constant throughout his life, and we have been informed that he remained unmarried in order to discharge more completely the obligation he had taken upon himself of providing for those whom his father's death had left in embarrassed circumstances. To the profession which he thus adopted rather under a sense of duty than from choice, Mr. Lavie brought the same assiduity and the same capacity which he had displayed at Eton and at Oxford. For many years past he has been the professional adviser of a large number of the leading commercial establishments of the City of London, and also of many of the great mercantile firms of Scotland, Ireland, and the provinces. He was a member of the council of the Incorporated Law Society, and always attended the discussion of questions which were deemed to lie within his his peculiar province. He also acted in his turn as an examiner of the candidates for admission.

Our readers will be able to judge of the professional knowledge and ability of Mr. Lavie by reference to a letter of his on the proposed alteration in the law as to sales and pledges, which we published in our paper of the 14th of March. That letter displays a complete mastery of the subject, and the argument is clear and forcible. It is remarkable too as being written in opposition to the published views of the late Mr. James Freshfield, whose melancholy death has been so soon followed by that of his friendly rival. It should not be forgotten that Mr. Lavie was a member of the Royal Commission appointed in 1854, to inquire into the arangements for law study in the inns of court, being the only solicitor who assisted in that investigation. In the Appendix to the Report will be found a statement of Mr. Lavie's own opinion, which must convince every reader that the author of it was a very able man. In his letter to Baron Rothschild, Mr. Lavie says, that "he has not had time to condense" his arguments; but in drawing up his paper on the inns of court, he evidently did take time for full consideration and condensation, and attained, as might be expected, to remarkable terseness, distinctness, and force of language.

We need not repeat the melancholy details of Mr. Lavie's death, which have appeared in the daily papers. It may, per-

haps, appear rather strange to hear of a solicitor riding in the park at ten in the morning, at which hour most men are either at, or making their way to, their offices. But it was Mr. Lavie's habit to take exercise at this time, and to go into the City at 11 or 12 o'clock, and to stay there much beyond the usual hour. He was a very early riser; and had been all his life a most hard-working man, although his hours of labour were not exactly those most usually adopted. It is satisfactory to know that there is no ground for imputing delay or neglect to any one who was near the scene of the fatal accident. The injury was so severe as to admit of neither remedy nor hope; and the unfortunate gentleman was insensible and painless from the moment of falling from his horse. This sad event occurred very near the spot which proved fatal to the late Sir Robert Peel. We have heard that, when an undergraduate at Oxford, Mr. Lavie received a severe injury while riding, caused by his horse suddenly throwing back its head and striking him violently on the face. One of his eyes was very seriously damaged by the blow, and his sight was permanently impaired by it. For six months he was absolutely forbidden to look into a book; and he spent the interval at Tours, acquiring a mastery of the French language, which proved most valuable to him afterwards in his business.

We believe that among all who knew the deceased, whether professionally or in private life, the most profound regret has been felt at his untimely death. We have already shown what was his conception of duty towards a mother and younger children who had been left almost without provision by his father's death. We cannot exactly estimate the magnitude of the sacrifice thus made, because we do not know what hopes and aspirations, more or less reasonable, were laid aside for ever when the deceased entered into articles. But we can appreciate the quiet unostentatious way in which Mr. Lavie, like the thorough English gentleman he was, put selfish considerations on one side and simply did what he conceived to be the duty cast upon him. Such a character, both moral and intellectual, as that of Mr. Lavie, commands respect and confidence. It was felt among the profession that, on any question of peculiar delicacy, there was no better opinion than that of the deceased. He was, perhaps, as good an example as could be found of the results of our public school and university training as preparatory to active life, and whoever desires to insist upon the preliminary education of solicitors, will find in Mr. Lavie's career the most striking illustration of its advantages.

COMMITTEE FOR PRIVILEGES.

THE GREAT SHREWSBURY CASE.—HOUSE OF LORDS,

July 13.

Their Lordships sat this morning for the purpose of hearing the claim of the Right Hon. Henry John Chetwynd Earl Talbot to the Earldom of Shrewsbury. His claim was opposed by Lord Edward Howard, the Princess Doria Pamphili and the Duchess of Sora, and by Major William Talbot.

Sir *F. Thesiger*, Sir *F. Kelly*, and Mr. *Ellis* appeared for the claimant; Mr. *Serjeant Byles*, Mr. *R. Palmer*, Mr. *Fleming*, and Mr. *Badeley* for Lord Edward Howard; Mr. *Fleming* and Mr. *Bowyer* for the Princess Doria Pamphili and the Duchess of Sora; and Mr. *Peter Burke*, of the Irish bar, for Major William Talbot. The Attorney-General appeared to watch the case on the part of the Crown.

Sir *F. Thesiger* said that before he proceeded to open the claimant's case he must ask whether the parties who had presented petitions in opposition to the claim of Lord Talbot would be heard at the bar of the House.

The LORD CHANCELLOR said, the case of the claimant had better be proceeded with, and at its conclusion their Lordships could judge whether it was necessary to hear the counsel who appeared on behalf of the parties opposing, who would be heard, if at all, only with respect to the privileges of the House, and not in respect of any claim of their own.

Sir *F. Thesiger* then proceeded to open the case of the claimant, and said he appeared on behalf of Earl Talbot, who claimed the dignity of the Earldom of Shrewsbury, which, as he contended, accrued to him upon the death of Bertram Arthur Talbot, the late Earl, at Lisbon, in August, 1856, without issue male. Their Lordships would be satisfied by distinct evidence that upon the death of that nobleman the claimant became the next heir male of the body of the first Earl of Shrewsbury. The evidence, although extending over a long period of time, would be clear and distinct, and he believed he should be able to satisfy their Lordships that the claim to the title was complete, and that there was no single link wanting. The dignity was created in the reign of Henry VI., and commenced in the person of Sir John Talbot, afterwards Lord Talbot, who was well known in history, but perhaps much more so from the historical plays of our great dramatist, as the distinguished leader of the armies of England in France in that reign. He was created Earl of Shrewsbury to himself and the heirs male of his body. He was succeeded by his son John, the second Earl, who was succeeded by his son John, the third Earl. Here the pedigree became divided into three distinct branches. The first branch descended from John, the third Earl; he had an only brother, Sir Gilbert of Grafton. The title descended through the first line directly from father to son down to Gilbert, the seventh Earl, when he was succeeded by his brother Edward, the eighth Earl, at whose death the first branch became extinct. Sir Gilbert had two sons—Sir Gilbert, who died without issue, and Sir John of Albrighton. Sir John of Albrighton was twice married. By his first wife, Margaret Troutbeck, he had one son, Sir John of Grafton, whose grandson George became the ninth Earl on the extinction of the first branch. George died without issue, and the title descended through his brother John to his nephew John, the tenth Earl, who was twice married. By his first wife he had three sons—George, who died without issue during his father's lifetime; Francis, the eleventh Earl; and Gilbert of Batchcoate. Francis left two sons—Charles, the twelfth Earl, who was created Duke of Shrewsbury, but he dying without issue, that title became extinct; and John, who also died without issue. The earldom then went to Gilbert, the thirteenth Earl, the eldest son of Gilbert of Batchcoate, who had three sons—Gilbert, the thirteenth Earl, died without issue. Thomas died without issue, and George's eldest son George succeeded to the earldom as fourteenth Earl. This branch finally became extinct on the death of Bertram Arthur, the seventeenth and late Earl. The evidence which would be offered in support of this pedigree would consist of inquisitions, &c., if their Lordships required it to be proved; but he submitted that the fact of George, the ninth Earl, and the first of the second branch, succeeding to the title, was sufficient evidence of the extinction of the first branch. John, the sixteenth Earl, and the last but one of the second branch, claimed in 1831, as Earl of Waterford, to vote for representative Peers in Ireland. This he considered was proof of the pedigree down to that period, as the title of Earl of Waterford was created in the person of the first Earl of Shrewsbury, and he would, therefore, have to prove exactly the same facts as if he had been compelled to prove his right to the earldom of Shrewsbury. He should prove the death of Arthur Bertram, the late Earl, at Lisbon, in August last, and thus the extinction of the second branch would be satisfactorily proved. He then came to the third branch, under which Lord Talbot claimed. The issue of Sir John of Albrighton by his first marriage having thus become extinct, he would proceed to trace the issue of his second marriage with Elizabeth Wrottesley down to the present claimant. By that second marriage there were two sons—Gilbert, who died without issue, and John of Salwarp, who married Olive, daughter of Sir Henry Sherrington. There would be an attack made upon this portion of the pedigree, because it was said that it was unlikely that Sir John of Albrighton would have named two sons alike, but it would be most satisfactorily proved by inquisitions that such had been the case, the son of the first marriage being called Sir John of Grafton, and the son of the second marriage John of Salwarp. John of Salwarp married Olive, as above stated, by whom he had issue one son, Sherrington of Rudge. The latter married twice. By the first marriage he had six sons, all of whom died without issue except one, Sherrington. The latter had also six sons, of whom the eldest, and the third, fourth, fifth, and sixth, died without issue. His second son, Sir John of Lacock, also married twice. By the first marriage he had one son, Sherrington, who died without issue. By his second marriage he had two sons, both of whom died without issue. That having exhausted the issue of Sherrington of Rudge by his first marriage, he (Sir F. Thesiger) proceeded to trace the issue of the second marriage, through William, the only son who had issue, to William, Bishop of Durham. The latter married Catherine King, and had issue one son. There was no certificate of this marriage to be found, but the proceedings in a Chancery suit would be produced, which would prove that there had been such a marriage. The present claimant was the eldest male issue of the body of William, Bishop of Durham. The whole of this third pedigree would be proved down to 1666 by inquisitions, but subsequently to that period by the books of the Heralds' College, which, together with various wills and other documents, would be pro-

duced before their Lordships. He would now mention the fact that a private Act of Parliament had been obtained at the united application of Charles, the twelfth Earl, Sir John of Lacock, William, Bishop of Durham, and his son Charles, by which it was enacted that certain estates should be attached to the earldom. Those estates had been left by will by the late Earl to Edward Howard, the youngest son of the Duke of Norfolk. They were also claimed by the Princess Doria Pamphili as heir-at-law of the sixteenth Earl. Under the Act of Parliament the estates in question would follow the title. Major Talbot claimed through Humphrey, alleged to be a younger son of Sir John Talbot of Grafton, but not mentioned in the claimant's pedigree. If he can make out his claim as descending from the son of the first marriage of John of Grafton, then he would be the nearest male heir of the first Earl, and entitled to the title.

At the conclusion of the opening,

Sir *F. Thesiger* proceeded to call a witness, who produced the original letters patent creating the title.

Mr. Serjt. *Byles*, on behalf of Lord Edward Howard, claimed to be allowed to cross-examine the witness called by the claimant. If the present claimant was summoned to sit in their Lordships' House as Earl of Shrewsbury, the estates would follow the title under the Act. This was the only place where the possession of the estates could be disputed. He also submitted that their Lordships could hear all parties, even although not directly concerned, if they thought necessary.

In reply to Lord *Brougham*, the learned counsel said they had no printed case, but if allowed a reasonable time they would lodge one.

Mr. *Fleming* appeared on behalf of the Princess Doria Pamphili and the Duchess of Sora, and made a similar application.

He was directed to join his case with Lord Howard.

Mr. *Burke* also received permission to lodge his case and to cross-examine the witnesses.

Their Lordships then adjourned the further hearing until

Tuesday, July 14.

The evidence on behalf of the petitioner adduced to-day was entirely documentary, with the exception of that of Mrs. Hibburd, the mother of the late Earl of Shrewsbury. Her evidence went to show that Earl Talbot was always considered the next heir to the title in the event of Bertram Arthur, the seventeenth Earl, dying without issue.

IMPORTANT TO SOLICITORS AND OTHERS.

Points of some importance have just been raised and argued before the judge of the County Court of Yorkshire, at Halifax. By the 28th section of the recent statute to amend the Acts relating to the County Court, it is provided that in any action "for a *debt* or *liquidated money demand* exceeding £20," the plaintiff may at his option issue a summons in the ordinary form, or a special summons in the form thereby provided. The advantage gained by the special summons is, that, if the defendant does not at least six clear days before the return, or court day, give notice in writing to the registrar of his intention to defend the action, plaintiff may, without giving any proof of his claim, have judgment entered up against the defendant for the amount of his claim and costs, and issue execution forthwith. A plaintiff having issued such a special summons for the recovery of £22, it appeared by the evidence adduced at the hearing that the cause of action was of *tort*, or wrong, and not "debt," or "liquidated money demand;" but that point or objection was not mooted during the hearing, and the judge eventually gave plaintiff a verdict for 16*l.* 5*s.* 5*d.* Subsequently an application was made on behalf of the defendant for a new trial, or to set aside the proceedings, chiefly on the grounds, that, inasmuch as the plaintiff had issued the special summons, it was necessary for him to have proved two things; first, that the action was "for a debt, or liquidated money demand;" and secondly, that it exceeded "£20;" and that as the evidence showed that the action was of *tort*, or wrong, and that as the judgment was given for less than £20, the verdict was contrary to the evidence, and wrong in point of law. With regard to the first point, or objection, the Judge held, that, as the defendant had not taken such point or objection during the hearing, it was then too late; and with respect to the second point, his Honour held that the amount stated in the plaint determined the right of a plaintiff to avail himself of a special summons. It would, therefore, seem that a verdict renders a a bad summons good, unless defendant objects to it during the hearing; and that, if under £20 is owing, the plaintiff need only enter a plaint for more than is actually due to entitle him to the benefit of a special summons.

APPLICATION TO REVIEW.

On Wednesday last an application was made to the judge of the County Court of Yorkshire, at Halifax, to review the registrar's taxation of certain costs and charges which the latter had allowed.

By the County Court Acts it is enacted that the court fees to be taken on the entry of every plaint shall be 10*d.* in the pound, and for every hearing 2*s.* in the pound; and that in every case where the plaint is for more than £20, such fees shall be estimated as on £20 only. It appears that an action had lately been tried in the aforementioned court, wherein the plaintiff sought to recover from the defendant a sum exceeding £20, but a verdict was obtained for less than £17, and the deduction was not caused by a set-off. Inasmuch as plaintiff had entered a plaint for exceeding £20, the registrar estimated the court fees, and also allowed plaintiff's attorney and counsel the same fees, costs, and charges as if plaintiff had actually obtained a verdict for above £20. If plaintiff had entered a plaint for the amount which he recovered, the court fees would have been 2*l.* 8*s.* 2*d.* instead of 2*l.* 16*s.* 8*d.* (which the registrar had allowed); and plaintiff's attorney and counsel's costs and charges would have been 1*l.* 18*s.* 6*d.*, instead of 12*l.* 10*s.* (which the registrar had also allowed). In other words, if the plaint had been entered for the amount of the verdict, the costs would have been only 4*l.* 6*s.* 8*d.*, instead of 16*l.* 6*s.* 8*d.* (thus making a difference of £11 to the defendant); and hence the question for the judge to decide was, whether the plaintiff, under these circumstances, was entitled to the higher or lower scale of costs? On defendant's behalf, his Honour's attention was called to 19 & 20 Vict. c. 108, ss. 33, 34, 35, and 36, and to the last clause but two in schedule C to that Act, and also to a certain paragraph required by that Act to be indorsed on the summons. By s. 33, five county court judges appointed by the Lord Chancellor were empowered to frame a scale of costs to be paid to counsel and attorneys "in actions where the debt or damage claimed exceeds £20," and it was submitted that the aforesaid clause in schedule C provides, that, "where the plaintiff recovers less than the amount of his claim so as to reduce the scale of costs, he shall pay the difference unless the reduction shall be caused by a set-off."

It was also submitted, that, by the indorsement on the summons, coupled with the last-mentioned clause, it is provided, that, if a defendant admits a part only of a claim exceeding £20, he may, by paying into the registrar's office the amount so admitted, together with the court fees of 10*d.* in the pound proportionate to the amount paid in, avoid the scale of costs contemplated by the 33rd section, and all other costs, unless the amount paid in exceeds £20, or the plaintiff at the hearing *proves* a claim against defendant exceeding the sum so paid in. It was further submitted, that the only clause which rendered an apportionment of costs necessary was the clause in Schedule C, and that therefore the apportionment was requisite to be made whether the debt was paid into court before or after judgment, and that, consequently, costs were governed by the amount *paid* or *recovered*, and not by the amount *claimed*. On the part of the plaintiff it was contended that the clause in Schedule C applies to the court fees, and not the scale of costs framed under the 33rd section; and that it was quite clear that that scale was to be paid by the defendant on the amount *claimed*, and not on the amount *recovered*. In reply, it was contended that the statute in question did not enact that the defendant should pay costs according to that scale, but that, on the contrary, it was quite clear that if a plaintiff enters a plaint for above £20, and recovers less, he must himself pay to his attorney the difference between the high and the low scale.

The Judge ultimately held, that the court fees proportionate to the reduced amount recovered were payable by defendant, but that the other costs and charges were recoverable upon the amount claimed, and not upon the sum found due upon the hearing, and the costs were, therefore, reduced as regards the court fees, but not as regards the plaintiff's attorney's charges.

From this it appears that if a debtor only owes 21*s.*, and his creditor enters a plaint against him for above £20, the latter's attorney would, in the absence of any special order, be entitled to recover from the defendant the high scale of costs.

DIVORCE A VINCULO MATRIMONII.—From a parliamentary paper published on the motion of Sir E. Perry, we learn that the number of divorces (*à vinculo matrimonii*) granted by Act of Parliament since the Reformation is 317. The first granted was in 1540, and the next in 1551, and none from that time to 1670. Another passed in 1690, and from 1698 to 1750 there appears to have been one passed at intervals averaging about

three years. Since 1752 but eight sessions have passed without a divorce being granted, the last being that of 1818. The year in which the largest number took place was 1799 (10 divorces); 1796 (9); 1839, 1840 and 1842 (8 each); 1772, 1849, 1850 (7 each); 1776 (6); and 1778, 1793, 1797, 1835, 1841, 1843, and 1855 (5 each). Only one divorce was granted in 1852, and two each in 1847, 1854, and 1856. The number of Scotch "Decrets" of divorce during the last ten years was 174, of which 99 were at the instance of the husband, and 75 at suit of the wife.

William Foster Stawell, Esq., Chief Justice of the colony of Victoria, has received the honour of knighthood by letters patent.

Recent Decisions in Chancery.

ALIENATION OF CHARITY LANDS—EFFECT OF STATUTES OF LIMITATION ON CLAIMS BY CHARITIES.

The Attorney-General v. *Magdalen College, Oxford*, 5 W. R. 716.

Some important questions have been set at rest by the decision of the House of Lords in this case. The facts were shortly these:—In 1790, parish land was alienated to Magdalen College, in pursuance of the resolution of vestry meetings, and in consideration of a yearly payment. In 1853 an information was filed by the Attorney-General, at the relation of parishioners, to set aside the sale, and to compel the college to reconvey the land, and account for the rents which they had received. All the learned judges who heard the case—both in the court below and on appeal—were of opinion that there were no circumstances showing the sale to have been expedient. The Master of the Rolls considered that the charity trustees had been guilty of a direct breach of trust in conveying the land away; and that the college had distinct notice of the fact that it was held for charity purposes, and were therefore cognisant of such breach of trust; and the Lord Chancellor and Lord *Wensleydale* fully adopted his Honour's view. The defence of the college was thereby narrowed to a consideration of the effect of the Statute of Limitations (3 & 4 Will. 4, c. 27), in barring the plaintiffs' claim; and on this part of the case, the decision of the Master of the Rolls was overruled in some particulars worth attention. If the provisions of the statute were applicable to claims by charities, then, under ss. 2 and 24, the plaintiffs were clearly barred at law and in equity, unless it were held that the Attorney-General was excluded from the bar. By the 25th section it is enacted, that, where land is vested in a trustee upon any express trust, the right of the *cestui que trust* to bring a suit against the trustee, or any person claiming through him, to recover such land, shall be deemed to have first accrued at the time at which such land shall have been conveyed to a purchaser for valuable consideration, and shall then be deemed to have accrued only as against such purchaser and any person claiming through him. The Master of the Rolls held that a charitable trust was not within this and the 24th sections, and therefore that the plaintiffs' claim was not barred by the statute. Previously to this decision, there was no case in which it was expressly decided that the provisions of the statute extended to lands held in trust for charitable purposes. In the Act itself, the word "charity" never occurs; nor is there any allusion to charitable trusts, unless they be included under the general term "trusts." Lords *Cranworth* and *Wensleydale*, however, entertained no doubt that the words of the 24th and 25th sections applied to all trusts, including charities; so that the bar operated under the 24th section, there being nothing in the 25th section to prevent its operation, except in the case of an express trust; and here there was none. Their Lordships concurred with the Master of the Rolls in holding that the Attorney-General was not a person claiming any estate or interest within the meaning of the Act; but they differed from his Honour by holding that the poor of a parish are a class of persons within the meaning of the interpretation clause; and Lord *Wensleydale* appears to have doubted whether some members of the class, for themselves and the rest, could not, without making the Attorney-General a party, have instituted a suit against the defendants. The Lord Chancellor thus sums up his reasons for reversing the decree of the Court below:—"The real plaintiffs are the poor of the two parishes. They are a class of persons within the 1st section of the statute; they are merely *cestuis que trust*. A suit by information of the Attorney-General is a suit by them; they cannot sue except within twenty years, unless against their trustees; but the college were purchasers, and in no sense trustees, and therefore the plaintiffs' claim was barred by the statute."

EQUITABLE DEFENCE AT LAW.

Terrell v. *Higgs*, 5 W. R. 746.

This case has a good deal of practical value, in enabling the practitioner to decide what is often a difficult question—namely, whether to set up an equitable defence, by way of plea, under the Common Law Procedure Act, or to make it the foundation of an application to the Court of Chancery for an injunction. The view which the common law judges have taken of their equitable jurisdiction has excluded the greater part of the defences which may be made the ground for an injunction; and the application of the decision in *Terrell* v. *Higgs* is, therefore, confined to those cases where the defence is one which is, or is supposed to be, admissible by way of plea.

It appears that at law the equitable defence pleaded was, that the defendant was a surety that the creditor made a covert agreement with the principal debtor, and in pursuance of it actually granted indulgence to the debtor without the consent of his surety. The secret agreement was not proved; but the other allegations, which would have been sufficient ground for granting an injunction, were established at the trial. The plea, however, not being proved, judgment went for the plaintiff, notwithstanding that the defendant had really a good equitable defence. He applied, after verdict, to the Court of Chancery, but was held to have come too late; and on appeal, the Lords Justices, without expressing any opinion as to the correctness of that decision, held, that, at any rate, the subsequent delay in the appeal, which was not prosecuted till after judgment had been signed, deprived the plaintiff in equity of his title to relief. It would seem, therefore, that, in order to obtain the assistance of a court of equity, it is necessary to be extremely prompt in applying in any case where the same defence has been first taken by equitable plea at law; and it is still unsettled whether a motion for an injunction will, in any case, be granted after verdict, or whether the mere pleading of the equitable plea may not be a ground in some cases for refusing relief altogether. The view of the Lords Justices appears, however, to be, that, where the application is sufficiently prompt, the injunction may be granted. The practical conclusion, we think, is, that, where it is not pretty clear that the plea will be good, and can be proved at law, it is safer to stop the action by an injunction in the first instance, than to trust to equity to redeem any mishap in the common law defence.

PRACTICE—LAST CAUSE IN THE PAPER.

Flower v. *Gedye*, 5 W. R. 747.

It was once a rule, founded on a not very intelligible principle of indulgence, that the last cause in the paper was not liable to be dealt with in the same summary manner, in the event of counsel being absent when it was called on, as those which occupy a higher position in the list. An attempt was made to revive this privilege; but the Master of the Rolls said that it was no longer the practice, having been abolished by Lord *Cottenham*, for very obvious reasons.

SERVICE OF BILL OUT OF JURISDICTION.

Innes v. *Mitchell*, 5 W. R. 702; and, on appeal, 748.

Prior to the year 1832, the Court of Chancery had no power to effectuate service of its process beyond its jurisdiction. In that year, the 2 & 3 Will. 4, c. 33, was passed, enabling the Court, in suits concerning land situate in England or Wales—if it should think fit—to direct process to be served in other parts of the United Kingdom. By the 4 & 5 Will. 4, c. 82, the provisions of the preceding Act were extended to suits concerning charges or liens on such land, or concerning public stocks or shares in companies. The 33rd Order of May, 1845, prescribes the manner in which a subpœna on a defendant out of the jurisdiction is to be obtained, served, and enforced. It has been held (*Whitmore* v. *Ryan*, 4 Hare, 617), that, under this Order, a judge has a discretion to permit service on a defendant out of the jurisdiction, not merely in suits relating to land, stocks, or shares, within the meaning of the two statutes of Will. 4, but in any suit whatever; and even, if the judge thinks fit, upon a foreigner who never has been within the jurisdiction. In that case, Sir *James Wigram* considered the only material question to be, whether the defendant had due notice of the proceedings, so that he might come in and make his defence. In *Innes* v. *Mitchell*, the same subject-matter was in litigation here, and also in the Scotch courts: and on that ground *Turner*, L. J., was disposed to differ from the opinion of *Knight Bruce*, L. J. (which agreed with the decision of *Kindersley*, V. C.), as to the

propriety of permitting defendants in the suit out of the jurisdiction to be served, considering that, as all the questions at issue could be determined in the Scotch suit—three of the defendants in the English suit being resident in Scotland—the case was not one in which the Court ought to exercise its discretionary jurisdiction. Both the other learned judges, however, were of a contrary opinion. The testatrix in the cause was a Scotch lady, who made her will in the form prescribed by the Scotch law, and died possessed of very large property in the English funds, and her will was proved at Doctors' Commons. The plaintiffs, who claimed as legatees, were domiciled Englishmen; and three of the defendants were Scotchmen, residing in Scotland. The whole contention in the suit was, who were the next of kin of the testatrix? And the question on the motion before the Court was, whether in such a case the Court would make an order, under the Acts of Parliament and General Order already mentioned, for service of a copy of the bill on these defendants? The Vice-Chancellor made the order, which was affirmed on appeal, but without costs, on account of the adverse opinion of *Turner*, L. J.

PRIVILEGE OF DEFENDANT ANSWERING—QUESTION TENDING TO CRIMINATE.

Sidebottom v. *Adkins*, 5 W. R. 743.

It has not yet been clearly decided whether or not a witness is privileged in all cases from answering a question where he swears that the answer would tend to criminate him; in other words, whether or not the witness himself is to be the judge of the tendency in this respect of any question proposed to him. In the case of *Fisher* v. *Ronalds* (17 Jur. 393), the Court of Common Pleas appeared to lean strongly towards the affirmative of this proposition. *Jervis*, C. J., there laid down the rule, that "a witness is privileged from answering any question tending even indirectly, as he *bonâ fide* believes, to criminate himself." The question remains—Who is to judge of the *bona fides* of the witness's belief? Is the witness's oath conclusive, not only as to the fact of his belief, but as to its *bona fides*? In *Sidebottom* v. *Adkins*, *Stuart*, V. C., thought it was not, and took occasion to throw some doubt upon the report of the case before the Court of Common Pleas. It is obvious, however, that, in the majority of instances, the Court could judge of the *bona fides* of the witness's refusal to answer only upon a full discovery of the facts which, he says, if known, would tend to criminate him; and it is therefore difficult to understand how the rule can be consistently pushed beyond the simple requirement that the witness should swear that he *bonâ fide* believes the answer would tend to criminate him. The effect of the Vice-Chancellor's decision in this case is to lay down the rule, that, notwithstanding such a statement upon oath of a witness or a defendant in equity, it is always for the Court to decide whether, under the circumstances, the statement ought to be considered conclusive, so as to protect the party interrogated from the consequences of refusing to answer. "He may," said his Honour, "under the 38th Order of Oct. 1841, answer until he comes to the point of danger, and then state that to answer that will subject him to a criminal prosecution." This interpretation of the rule appears to be directly opposed to that which is indicated in the judgment of *Maule*, J., in *Fisher* v. *Ronalds*, where that learned Judge is reported to have said, "If a witness is compellable to answer every question which does not obviously tend to criminate him, a man might be made to prove himself guilty of forgery, or even of murder. It might be proved that a murder had been committed by some one of ten persons in a room, and that a witness was one of the ten. The witness might be asked, 'Did A. do it?' 'No.' And so on through the nine; and then there would be no need to ask him the other question directly tending to criminate him." It may be said, however, that the Vice-Chancellor's judgment does not proceed upon any distinction between a direct and an indirect tendency, but rather on the possibility of discriminating in complicated transactions—some of which might, if disclosed, tend to criminate a defendant—between what has actually such a tendency, and what has not.

Cases at Common Law specially Interesting to Attorneys.

ARREST, PRIVILEGE FROM—COMMON INFORMER.

Ex parte Cobbett, 5 W. R., Q. B., 708.

This was an application to be discharged from an arrest made on a *ca. sa.*, on the ground of the applicant's having been captured while on his way from some petty sessions, where he had taken out a summons—as a common informer—in respect of a penalty incurred by a clerk to turnpike trustees for the breach of an Act of Parliament. The rule, however, for a *habeas corpus* was refused, the Court saying, that to lay down a rule that a man may obtain protection from arrest by suing out a summons as a common informer "was a novelty which would lead to the most inconvenient consequences." Mr. Justice *Crompton*, however, intimated, that, in his opinion, the case would have been different had there been a hearing before the magistrate, on the summons which had been taken out, and if the applicant had been arrested on his return from such hearing.

14 GEO. 3, C. 48—POLICY VOID UNDER.

Hodson v. *The Observer Life Assurance Society*, 5 W. R., Q. B., 712.

It will be remembered that a few weeks ago the Court of Exchequer held * that there is no objection to A.'s effecting a policy on the life of B., and keeping it afoot by himself paying the premiums, provided B. appear by the policy itself to be the party assured, and the sum assured be made payable to his executors; but that, on the other hand, A. could not insure B.'s life for his (A.'s) own benefit—the sum assured to be paid on the decease of B. to A.—unless A. had an interest in B.'s life; such a transaction being prohibited by 14 Geo. 3, c. 48, as a gaming and wagering policy. In the present instance, another question upon the same statute was brought before the Court of Queen's Bench. By the 2nd section of the Act it is necessary that the name of the party interested in the sum assured should be mentioned in the policy. A certain policy recited that one J. H. was interested in the life of one C. W. (the party whose life was assured); but on the policy becoming a claim, J. H. brought an action thereon, and alleged in his declaration that *C. W.* was the party interested. The Court here held, that, if the averment in this declaration were true, then the statement in the policy, that the *plaintiff* was the person interested, was false, and that, in such case, the statute had not been complied with, and consequently that the policy was void. They, therefore, gave judgment for the defendants.

COMMON LAW PROCEDURE ACT, 1854—DISCOVERY—PRACTICE AS TO.

Thompson v. *Robson*, 5 W. R., Exch., 728.

This was an action on a charterparty, the complaint being that the ship was not sea-worthy; and *Bramwell*, B., had refused an application by the plaintiff for an order, calling on the defendants to discover all letters and documents in their possession relating to the matters in dispute—the application being supported merely by an affidavit of the deponent's belief that the defendants had written letters to the ship's husband, relating to such matters, of which they had retained and now kept possession; that they had received letters relating to the condition of the vessel during the voyage from the captain; and that there were entries in the books of the defendants which bore upon the question in controversy. The Court, on the application being renewed, now held that the discovery sought could not be allowed. It was, in truth, they remarked, an application based on the possible fact that there *might* be letters some portions of which *might* be available to inflame the damages, But the documents sought to be discovered would not be evidence against the defendants of the fact of disrepair. Moreover, the existence of the documents in question was not shown with any distinctness; whereas, to induce the Court to accede to such an application, such existence must appear at least "with reasonable certainty." *Watson*, B., added, "I am afraid these applications are too often made for the sole purpose of creating embarrassment and increasing expense. This is a monstrous example."

EXECUTION WRIT—MERCANTILE LAW AMENDMENT ACT, 1856.

Williams v. *Smith*, 5 W. R., Exch., 729.

It was one of the enactments of the Mercantile Law Amendment Act, 1856 (19 & 20 Vict. c. 97, s. 1), that no execution writ shall prejudice the title to the goods of the judgment debtor, which has been acquired by any person *bonâ fide* and for a valuable consideration, before the actual seizure by the sheriff; provided that such purchaser had not, at the time, notice that there was in the sheriff's hands, unexecuted, some writ under which the goods in question might be seized. It was decided by the above case, that this provision does not affect any transac-

* *Shilling* v. *The Accidental Death Assurance Company*, supra, p. 498.

tion which had taken place before the date of its passing, and that, consequently, goods of a judgment debtor which had been bought by a *bonâ fide* purchaser after the writ had been lodged with the sheriff to be executed, were liable to the judgment if the writ were lodged before the date of the passing of the Act—viz. 29th July, 1856.

COUNTY COURT—MALICIOUS PROSECUTION—FAILURE OF JURISDICTION.

Hunt v. *The North Staffordshire Railway Company*, 5 W. R., Exch., 731.

In this case the plaintiff had levied in the county court a plaint, which appeared, by the particulars annexed, to be for the recovery of money expended and loss of time suffered by the plaintiff, in respect of a charge brought against him by a station-master in the service of the defendants, which had been dismissed by the magistrates after hearing. The items charged for included cab and railway fares to and from the hearing, for the plaintiff, his witnesses, and his attorney—the hotel expenses of the plaintiff and witnesses—and the attending fee of the attorney on two separate occasions before the magistrates. And it appeared, that, on the occasion in question, the plaintiff had been charged by mistake for another person, who was afterwards discovered and convicted. On the plaint being levied, the defendants had obtained from Mr. Justice *Coleridge* a writ of prohibition to the county court against proceeding thereon, on the ground, that, in substance, it was a proceeding for a malicious prosecution—a cause of action over which the county court has no jurisdiction. Upon a rule *nisi*, obtained by the plaintiff to set aside this prohibition, coming on for argument, the Court held that such rule must be discharged. They arrived at this decision on the ground that the claim could only be supported by proof that the defendants had proceeded maliciously, and without reasonable and probable cause; and that, as soon as the cause of action appeared to be of that nature, the jurisdiction of the county court judge would be ousted—there being no suggestion of any *contract* on behalf of the defendants to reimburse the plaintiff his expenditure. Some doubt, however, arose in the mind of Mr. Baron *Bramwell* as to the correctness of the reasoning on which the defendants urged the Court to interfere, though he concurred with his brethren as to the propriety of that interference under the actual facts of the case.

CRIMINAL LAW—MURDER AND MANSLAUGHTER—ATTEMPTS TO MURDER.

Reg. v. *Hughes*, 5 W. R., C. C. R., 732; *Reg.* v. *Gray*, Id. 736.

In these cases that part of the criminal law which has reference to homicide was usefully discussed in several particulars.

The first case was that of a death which had been caused by the prisoner; and the question was, whether, under the circumstances, any crime at all, and if a crime, whether murder or manslaughter, had been committed.

The deceased had been at work in a mine, engaged, with others, in walling the inside of a new shaft; and it was the duty of the prisoner to superintend the letting down of the necessary materials for this work into the shaft. This was done by means of buckets filled with bricks, which were deposited on a movable stage, run over half the area of the top of the shaft, and, after the buckets had been lowered, withdrawn. On the occasion of the accident which caused the death of the deceased, the prisoner had omitted to replace the stage over the mouth of the pit—in consequence of which a truck with buckets laden with bricks ran into the shaft, and killed the deceased. The jury found that the death had arisen from the negligent omission of the prisoner to adjust the stage; and on this he was found guilty of manslaughter. This conviction was affirmed by the Court. It was observed that the death had been directly occasioned by the omission of the prisoner to perform his duty; that, if this omission had been the effect of a premeditated design of causing the death, the prisoner would have been guilty of murder; and that there was no authority for the position that there cannot be the crime of manslaughter without some act of *commission*. An omission to perform a duty is sufficient to constitute either murder or manslaughter. If such omission be by design and of malice prepense, it is murder; if by culpable negligence, it is manslaughter.

In the second case above noticed, the prisoner Gray had been indicted for causing a "bodily injury dangerous to life—namely, a congestion of the lungs and of the heart—with intent to murder." And it appeared that the prisoner had left her infant child, on a cold wet day, lying in an open field, intending that it should die; and that congestion of the lungs and heart had been caused thereby, which would have speedily been fatal; but the child was discovered in time, and afterwards restored to health. The proceedings were taken under 7 Will. 4 & 1 Vict. c. 85, s. 2, by which it is a capital felony to cause, "by any means whatsoever, to any person any bodily injury dangerous to life, with intent to commit murder." The prisoner, on her trial, was convicted; but the Court of Criminal Appeal held that the conviction could not be supported; inasmuch as, from the character of the other offences provided for by the statute, they thought that the injury must produce some lesion of the body, such as would be occasioned by a "stab, cut, or wound;" and that a mere congestion, or filling the organ with more blood than there ought to be there, was not within the provision.

This decision, it is apprehended, was caused by a desire to save life; and *in favorem vitæ* such hairbreadth distinctions may perhaps be tolerated. Yet it is observable that Lord *Campbell*, in the preceding case, had occasion incidentally to remark, that "it has never been doubted, that, if death is the direct consequence of the malicious omission of the performance of a duty (as of a mother to nourish her infant child), this is a case of murder;" and Blackstone quotes from Hale an instance of a harlot who laid her child under leaves in an orchard, where a kite struck and killed it, which was adjudged to be murder in the mother. Now, as the intention of the statute under which the prisoner was indicted was to make the *attempt* to murder capitally felonious, provided a bodily injury dangerous to life, though not death itself, is the consequence—in other words, to make the crime complete, when everything in the prisoner's power has been done to complete it—it is not easy to see on what principle the general words, "shall by any means whatsoever cause such injury," are to be narrowed in their application by the preceding specification of certain of the commoner methods of occasioning injuries of that description. Indeed, as Mr. Justice *Crowder* very pertinently remarked, though he did not press his observation, the statute expressly makes the administration of *poison*, with intent to commit murder, a capital felony; and yet by poison no "lesion of any organ" is caused.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A special meeting of the Managing Committee was held on the 30th June.

A draft statement to the Lord Chancellor by the council of the Incorporated Law Society, pointing out various defects in the transaction of business in the offices of the Court of Chancery, and suggesting remedies, was read and considered; and it was resolved that Mr. Field and Mr. Bower be requested to represent the opinions of the Committee as contained in the memorial of the Association to the Lord Chancellor in 1848, and in the petitions of the Association to Parliament in 1852, at the meeting of the General Equity Committee of the Incorporated Law Society, of which they were members.

The Bill to regulate the admission of attorneys and solicitors in colonial courts in her Majesty's superior courts of law and equity in England was considered, and the Secretary was directed to communicate with the promoters of the Bill, and to suggest that the important question of admitting colonial solicitors to practise in English courts might introduce the equally important one of admitting Irish solicitors to practise in the same courts, and that the two questions ought to be dealt with together; that the Bill would be the means of admitting a class of practitioners to practise who had paid no stamp duty on articles, and that the Bill should state specifically that colonial solicitors must pass the same examination as English solicitors.

The Fraudulent Trustees Bill was considered, and a petition in its support was resolved on; but the secretary was instructed to write to the Attorney-General, asking whether the penal clauses of the Bill were to extend to offences which a court of equity might deem fraud, but which might be wholly different in character and degree from the class of offences which the Bill appeared specially intended to embrace, and also whether the penalties of the 13th clause would extend to an attorney receiving payment for professional services out of a fund fraudulently obtained by the client.

The Bill to amend the law relating to wills of British subjects abroad was considered, also the Bill to improve the administration of the law of England as respects summary proceedings before justices of the peace; petitions in favour of both Bills were directed to be presented.

A petition was also ordered to be presented for alteration of the Probates and Letters of Administration Bill, so as to throw open the new Court of Probate to the entire profession, and to compensate proctors.

A letter was read from a country solicitor in extensive practice, suggesting that every deed of appointment of trustees should imply, in the absence of words indicating a contrary intention, a power to the trustees or the survivor to appoint a new or additional trustee or trustees, and also that every power to sell should carry with it a power to give receipts for the purchase money.

The Secretary was instructed to write to Lord St. Leonards and Mr. Malins upon the subject.

A meeting of the Managing Committee was held on the 8th inst.

The Secretary reported that a second letter had been forwarded to the Editor of the *Law Times* on the 12th of June, referring to the misrepresentations in the *Law Times*, of the 30th of May and 6th of June, repeating the request for the names of the two members of the Society whom the Editor desired to place on the committee of investigation proposed by himself; and requesting that the same publicity might be given to both letters that had been given to the charges against the Managing Committee; and that neither of the letters had been inserted in the *Law Times*.

An article in the *Law Times*, of the 20th of June, was read, stating that the Managing Committee affirm "that the Society has not been in any manner systematically or otherwise perverted to personal purposes for the promotion of a speculation entered into by its Secretary and some of its London managers." And the Editor added, "This, therefore, is the issue to be tried."

The Secretary reported that the first extract from the article was a denial taken from his letter of 21st of May, which the Editor gave as if it had reached him for the first time in the Secretary's letter of the 12th of June.

The Secretary was instructed to reiterate the demand of the Committee for the names of the two members of the Society whom the Editor desired to place upon the committee of investigation; and, having regard to the misrepresentations in the *Law Times* of the former communications of the Committee, to decline to discuss, in the columns of the *Law Times*, the charges made against the Committee.

A letter was read from a provincial member of the Association, asking what retaining fees a solicitor is entitled to where he accepts a retainer from several candidates for seats in Parliament?

The Secretary reported that he had had communication with several members of the Association conversant with electioneering business; but that it did not appear there was any general custom as to the fee on retainers. That in many counties and boroughs it was the usual practice for each candidate, whether standing alone or with another, to give a retaining fee of five guineas to each solicitor acting for him, whether such solicitor was in practice alone, or one of a firm.

The further consideration of the subject was postponed—an opinion being expressed that information in reference to the amount of retainers might be obtained from the different election auditors.

The presentation of the petition in favour of the Probates and Letters of Administration Bill was deferred, in consequence of the doubt expressed by the Attorney-General as to whether Government would proceed with the Bill.

The Married Women's Reversionary Interest Bill was further considered, and the Secretary was instructed to prepare a petition for alteration of the Bill.

The Bill to improve the Administration of the Law as respects Summary Proceedings before Justices was further considered, as the Bill empowers justices, on application of a party aggrieved, to state a case for the opinion of the superior court, or, where the justices refuse, authorises the Court of Queen's Bench, by rule, to order the case to be stated, but makes no provision for payment of the costs of preparing the case—a duty which will devolve on the justice's clerk, or for the justice's costs, in case the court should discharge the rule. The Committee directed the Secretary to communicate with the promoters of the Bill with a view to its amendment.

In accordance with a suggestion from the Northern Circuit Committee, a special meeting of the Managing Committee, to consider the arrangements for the provincial meeting at Manchester in October next, was fixed for the 17th instant.

Mr. James Wickham, of Winchester, has been unanimously elected a member of the Association.

YORKSHIRE LAW SOCIETY.—*Summer Assizes*, 1857.

Report of the Committee of Management presented to a General Meeting of the Society held in York, on Tuesday, the 14th of July, 1857; JOHN MARSDEN, *Esq., of Wakefield, in the Chair.*

The Commissioners appointed to consider the subject of the Registration of Titles with reference to the sale and transfer of land, have at length made their Report, which is in favour of the adoption of the project submitted to them.

It will be recollected that this Commission was recommended by a Select Committee of the House of Commons, to whom Bills for the Registration of Assurances, and facilitating the sale and transfer of land, were referred in the Session of Parliament of 1853.

Soon after the appointment of this Commission, a petition, signed by many of the leading bankers, merchants, tradesmen, and inhabitants of the principal towns of Yorkshire, was presented to the House of Commons, in which the petitioners stated that they were opposed to any metropolitan or central registration of deeds, as they believed that the same would be highly prejudicial to the trade and commerce of the country, and interpose insurmountable difficulties in the way of dealing with real property for the various purposes for which, in commercial and manufacturing towns and districts, it was made daily available.

The petitioners also stated that the Commission was so constituted as not to insure confidence, inasmuch as members of the House of Commons who were on the Select Committee, who represented large commercial constituencies, and who were known to be opposed to metropolitan or central registration, were not comprised in such Commission; whilst other parties were appointed who were not members of the House, but gentlemen of the legal profession resident in London, one of whom had been examined as a witness before the Select Committee, and propounded views in favour of a system of metropolitan registry.

Your Committee cannot, within the limits of their Report, examine in detail the recommendations of the Commissioners: they do not, however, believe that the project, if adopted, would be of benefit to the community at large, and it does not appear by any means clear that the Commissioners themselves have any very distinct idea of the mode in which their project can be carried out, or that, if their recommendations were adopted, they would lessen the cost of conveyancing, whilst the tendency would be to transfer that description of business to London. The Commissioners have also fully justified the want of confidence of the Yorkshire petitioners, not only by the recommendations contained in their Report, but by the fact that they have not had before them a sufficient amount of evidence from the principal solicitors in the country, by which body nearly the entire conveyancing of the country is conducted.

During the last twenty years numerous efforts have been made to pass an Act for the Registration of Assurances; and some landowners have been led to believe that such a measure is requisite for facilitating the sale and transfer of land, and for lessening the burden thereon. Your Committee, therefore, recommend to public attention the following important passage in the Report of the Commissioners:—

"Having regard to the many and great objections to a Registration of Assurances, which we have considered, we cannot be surprised at the growing conviction that a measure of that description will not be adequate to answer the purposes for which registration is required. The *unmanageable accumulation of deeds and instruments in one place; the certainty of an immediate addition to the expense and delay of every transaction relating to land; the risk of involving titles, at no distant period, in increased complication and embarrassment; the apprehension of disclosures, especially in cases of private settlements and family arrangements; and the diminished opportunity of obtaining loans on security of the land for occasional purposes; the risk of disturbing possessory titles, and the complication of indices, have naturally induced the distrust of a scheme, the supposed advantages of which, as an additional safeguard and security to titles, are more or less speculative or remote. Even those advantages are much exaggerated while the positive objections are certain and immediate.*"

The above description of the consequences of the adoption of a scheme for the Registration of Assurances is quite true, and the testimony of the Commissioners on the subject is valuable. They will, however, have great difficulty in showing that their own scheme is not open to many of the objections they have so forcibly pointed out.

The Committee have been in communication with the Metropolitan and Provincial Law Association on the subject of costs in criminal prosecutions; and, as it is well known that the scales of costs in different counties vary considerably in the amounts allowed, and that in some places the allowances are very inadequate, it is intended to make application to the Secretary of State for the Home Department to adopt an uniform

scale throughout the country, under the authority of the Act 14 & 15 Vict. c. 55.

Soon after the assembling of the new Parliament, the Lord Chancellor introduced a Bill in the House of Lords to amend the law relating to Probates and Letters of Administration in England. This Bill appears likely to be passed into a law during the present session, and the long-attempted reform of the ecclesiastical courts will, in that case, be accomplished. During the last twenty years this subject has been in agitation, and this Society has invariably opposed all the measures introduced for centralising the deposit and proof of all wills in London.

Whilst it is satisfactory to the Committee to report that the Bill, as amended, seeks to establish district registries throughout the country, having jurisdiction to a much greater amount than proposed in any Government measure during the abovementioned period, yet they hope that provision will be made for the district courts having jurisdiction unlimited in amount, and including all descriptions of personal property within the United Kingdom, so that one probate may in all cases suffice.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

THE BROADSTONE MURDER.

Full seven months have now passed away since a general horror and consternation was caused by the news that an unoffending and much respected officer of the Midland Great Western Railway had been brutally murdered in the cashier's office at the Broadstone terminus; nor was the discovery that several hundred pounds had been abstracted by the murderer required to convince those who knew anything of Mr. Little's character that plunder, and not personal animosity, had originated the crime. It will be remembered that unprecedented efforts were made to trace the criminal. The entire force of police and detectives seemed to be at work for some weeks endeavouring to solve the mystery; numerous conferences took place between the Crown Solicitor and chosen constables from London as well as from Dublin; and even the Attorney-General for Ireland condescended to visit the premises at Broadstone and assist in the inquiry. All these attempts proved, however, fruitless; and although the public excitement was at one period revived by the publication of authentic likenesses of a certain hammer and razor which had been discovered by the police in an adjoining canal, still nothing could be found to bring home the crime to the door of any one in particular. It is true that the myrmidons of justice were all agreed on one point—that the criminal was well acquainted with the railway premises, and was—a thousand to one—an *employé* of the company, daily frequenting the scene of the tragedy. A most unpleasant cloud of suspicion consequently rested on Mr. Little's numerous fellow officials, and the garden plots of several of them were even dug up in search of the plunder; but all in vain.

A fortnight since, as our readers are aware, the subject was revived in the minds of all by a most remarkable confession voluntarily made by the wife of a workman living on the railway premises at Broadstone. This woman declared that her husband had committed the murder, and had on the same evening informed her of what he had done. To corroborate her statement she described the particular spot on the premises where the stolen property had been secreted; and to the surprise of the police (who knew very well that they ought to have made a closer search in the first instance) a considerable sum in notes and gold was accordingly discovered in the place indicated. There are, of course, many advantages to be derived by the public from the existence of a highly trained and efficient police force; one disadvantage, however, proceeds from the investigation of crimes where a handsome reward frequently holds out peculiar inducements, and where, in any case, promotion is the anticipated result of superior intelligence, and it becomes an object of ambition with each constable to procure the conviction of the prisoner. We do not intend here to infringe on the wholesome rule so generally observed by the press, of not commenting on the evidence until the result be finally made known; it is, however, allowable to criticise the means made use of to procure a conviction, and the manner in which the case for the prosecution is prepared. The first circumstance which calls for remark in connection with the investigation of the prisoner Spollen's case before the magistrate is, that in the possession of the prisoner, at the time when he was taken into custody, there were found eight sovereigns—two of them soiled in a noticeable manner, the other six in no way remarkable, and admittedly none of them to be identified as having belonged to any person other than the prisoner. Now the police, in their prosecutional eagerness, seized on all the aforesaid coins; when, therefore, the prisoner was brought up, no legal assistance for him had been, or could, at first be procured. We apprehend, that, on a mere suspicion, without any corroborative fact that this money formed part of the plundered property, it was illegal to deprive the prisoner of all means of obtaining professional advice to meet the fearful charge so suddenly brought against him; and even if any portion of the money seemed to be so marked as to render it probable that it would be required in evidence, the impounding process should have been limited to such coins only.

This, however wrong in principle, proved of little practical consequence, as attorney and counsel were subsequently retained for the accused. The next circumstance calling for animadversion is of greater importance. Instead of bringing the prisoner at once before a magistrate, the police detained him for a purpose thus described by his counsel, Mr. Curran, in his address to the Bench yesterday—"It was known to the police that the statements of the wife could not be made evidence at law against her husband; but, to make her story available, she was brought to the police-office, in order that a discussion might take place between the husband and wife, every word of which was treasured up by the police, in order that her words, uttered in the prisoner's presence might be used as evidence *quantum valeant*." That such really was the object in view, appears the more probable when it is remembered, that, on the first hearing of the charge, although the wife's evidence was, of course, excluded, still several criminatory expressions used by her at the police-office in her husband's presence were repeated to the magistrates by the police-officers, and given in evidence against the prisoner. These expressions, which, of course, gave rise to a strong prejudice against the accused, ought, we apprehend, to have been altogether excluded from the case. Police officiousness was here allowed to violate a fundamental maxim of justice. Our law humanely and wisely forbids the testimony of the wife from being received against her husband; but it is virtually repealing this law if the husband and wife are to be confronted in a police-office, and the accusations of the latter are to be remembered by a bystander, and repeated on oath from the witness-box on a solemn investigation before the magistrates.

The third circumstance calling for remark, arises out of a practice not uncommonly resorted to in Ireland when it is considered important to secure the testimony of witnesses who, from their juvenility, or some other reason, are considered to be in danger of being tampered with. In such cases, the individuals concerned for the prosecution, if they possibly can, adopt the simple expedient of locking up the said witness in safe custody until such time as their evidence is required. An illustration occurs in the case we are now considering; the son of the prisoner Spollen is asked why he did not go away after his first interview with the police-superintendent? He answered, that "he wanted to go away, but the constable left in charge of him would not let him." Thereupon, counsel for the prisoner reminds "the force" of a well-known case of *Dixon* v. *Franks*, tried last year, where a stipendiary magistrate had detained a child of the plaintiff, by way of making sure of his evidence; and for such detention the plaintiff brought his action, and recovered very heavy damages. In the present case, the presiding magistrate appears fully conscious of the blunders into which the zeal of his subordinates had led them; and he explains that the magistracy and the executive police are distinct in their authority and functions. As to the legality of this mode of dealing with the witnesses, his Worship significantly says, "I have just been looking over the 32nd sect. of the Act of 5 Vict., which enacts, 'that every person taken into custody by any of the Dublin police force without a warrant, except for the purpose of ascertaining the party's name and residence, shall be delivered into the custody of the constable in charge of the nearest station-house until he shall be brought before a divisional justice to be dealt with according to law.' All I will say is, that this witness was taken into custody, but was not brought to the nearest station-house, nor was he brought before a divisional justice to be dealt with according to law."

From the evidence adduced at the several examinations, it is clear either that the prisoner is justly charged, or that his wife is engaged in a plot against him; and the evidence points to the latter, at least, as clearly as it does to the former conclusion. In an inquiry so fearfully narrowed down to a single alternative, the prisoner stands in need of every indulgence

afforded by our law. The hardship becomes, then, the greater when every point is stretched against him—when his means of defence are taken away—when the words of his accuser, though not legal evidence, are quoted against him—and his witnesses are locked up under the custody and tutorship of the police. It is fortunate for the accused that the present inquiry is but a preliminary one; and he may, whether innocent or guilty, look forward to a fair and impartial trial by a jury of his countrymen.

EDINBURGH.—(*From our own Correspondent.*)

The Town Council of Edinburgh has taken up the question of the regulation of the Court of Session business; and it would seem that their views are to be supported in Parliament by Mr. Black, one of the city members. It is fortunate that this movement has taken place, not because the views taken up are sound, but because it will give time for the consideration of an important principle, and provoke discussion in regard to it. It may also, perhaps, tend to put a stop to the hurried and inconsiderate course of legislation which has marked the progress of the Lord Advocate during the last and present session of Parliament. A course all the more inexcusable, because the legal bodies in Scotland are perfectly willing to discuss, in a calm and liberal spirit, all questions of legal reform that may be mooted, come from what quarter they may. There are other symptoms besides this that the public do not mean to allow important questions to be legislated upon and disposed of without consideration, as heretofore, without an energetic protest. We may instance as one symptom, the change of opinion which has taken place in regard to the Lord Advocate's Lunacy Bill, on account of the repeated exposure of exaggerated statements in the report upon which the Bill is founded, and of the better knowledge which has been acquired of the unnecessary, imperfect, and anomalous provisions of the Bill, coupled with its most cumbrous and expensive machinery. Many of the public prints characterise the Bill as a gross job to acquire patronage; and it has been averred that it has been prepared to oblige an English friend; but these are probably concoctions which have no foundation in fact, and which are merely circulated for the purpose of prejudicing the measure.

In making these observations, however, it is right to state that it is the impression of the great majority of the well-informed portion of the public in Scotland that advantage was taken of the excitement created by the publication of the Report of the Lunacy Commission for Scotland, many of the statements contained in which have met with the most emphatic and indignant denial on the part of men worthy of the utmost confidence, to attempt to force the crude measure founded upon that Report through Parliament before any opportunity had been given for considering or criticising it. And there can be no doubt that the course followed has materially damaged the confidence felt by many in the Lord Advocate. There are other symptoms, besides those before mentioned, of the determination of the public to look more carefully into their own affairs than they have hitherto done, although they have still much to learn. But to return from this digression to the Court of Session Business Bill, it may be observed, that those who oppose the Lord Advocate's present Bill, refer to the provisions of the Act 2 & 3 Vict. cap. 36, which enact, that it shall be in the power of the Court of Session, "if there shall be arrears of business in the said court, or as the state of business otherwise may require, from time to time to direct by act or acts of *sederunt*, that the winter and summer sessions of the Court of Session, or either, shall be extended, and to specify the time or times of such extension, and the precise duration thereof, and to direct that such extension shall apply either to the whole Court of Session, or to either of the divisions thereof, or to all or any of the Lords ordinary;" under this limitation, that any such extension of sittings shall not exceed two months in any one year, and that her Majesty, with consent of her Privy Council, may, from time to time, "order and direct the extension of the duration of the sittings of the said court, or either of the divisions thereof, or of all or any of the Lords ordinary," to the same extent, as furnishing a sufficient remedy for the present state of affairs if put into effectual operation; for it is admitted on all hands that there have not been two months of extended sittings since the Act passed. No doubt if the sittings had been extended to the full period allowed by the Act, the arrear of business in the first division of the court might have been very much diminished; on the other hand, there are many persons, whose opinion is entitled to much weight, who believe that such extension of sittings by the first division of the court would only have had the effect of drawing away the rest of the business from the second division, to which parties were induced to resort from the state of business in the first division, and so have left things, after all, in the present unsatisfactory position. But, however this may be, it does seem to be unfair now not to treat the accumulations of seventeen years—for it is that time since the statute was passed—as an exceptional case; and we believe that the public will ultimately come to consider that the Lord Advocate has acted wisely in dealing with the question upon this footing. Of course, the first point to consider in this view of the matter was, how the derangement of business arose, and as there could be no dispute that it originated in the privilege given to litigants to choose their court, the simple question to consider was, whether this privilege was to be continued. If it was resolved not to continue it, the remedy was easy; and the Lord Advocate seems to have resolved to apply it. In this view of the matter, he is understood to be supported by the bar, and he has a few supporters in the other branches of the profession, but, it must be admitted, not many. A few might be induced, however, to change their opinion, if they consider that there is an arrear of two years, or, in other words, about twelve months' work, which would take six years of additional sittings to clear off, independently of any new arrears that might arise, while all this time the other division of the court might be, to a great extent, idle. The sound principle certainly seems to be to treat each division of the court as equally competent for the discharge of the duties imposed upon it; and no doubt they are so in reality, though the one court may be at times more popular than the other. Neither should the fact be lost sight of that the pursuer often chooses a court for reasons which would induce a defender to avoid it; and it certainly does seem to be contrary to sound principle that litigants should be allowed to speculate on the peculiar turn of a judge's mind. We have, in a previous communication, made some remarks upon the mode in which it is proposed to distribute the business; and it is not, therefore, necessary to recur to that subject further than to remark that it appears to us to be a most unwise thing to do, to give one judge power to hand over the cases of his court to another court of equal authority. If the business were equally distributed, each court should be compelled to clear off arrears, and the Act before mentioned might be put in force for this purpose. If the present Bill passes into law as it stands, the court in arrear may seek to burden the other court with its own proper work, which would certainly be a very objectionable exercise of power.

The Crown Suits Bill has been hurried through Parliament, to the great prejudice of the public. It certainly seemed to be only fair that if all the public boards, departments, and commissions in the kingdom should be entitled to sue the public in the name of the Lord Advocate, the public should be entitled to sue them in the same manner; but this Bill gives the public no such compensation. It is to be hoped that some patriotic peer will insist upon a clause being inserted in the House of Lords to secure such a counter right to the public; for no fair opportunity has been given for getting this put right in the House of Commons, the present Bill being another instance of the unfair and hurried way in which Scotch matters are legislated upon.

SOLICITORS' REMUNERATION.

(*From a Correspondent.*)

Not a few of our body are sick of applying to the great authorities of the law for such modification of the rules of taxation as shall allow time and skill to be taken into account by the Master.

They think that a minister of justice could not face a parliamentary inquiry if he were to continue a system which has been denounced from the Bench, as Lord *Langdale* denounced our present system in several reported cases, and as Lord *Campbell* did in *Reg.* v. *Wooller* (see Sol. J. p. 496). On the other hand, they see the marvellous spectacle of a Lord Chief Justice condemning rules which have their existence only in the will and *ipse dixit* of the Bench itself, and yet not moving towards its alteration or improvement.

And, therefore, they say, "Let us have a parliamentary head, whom we may perhaps drive, rather than a judicial one, who will do nothing to mend the evil itself denounces."

Lord Campbell, in his 3rd vol. of "The Lives of the Lords Justices," p. 9, says, as bearing on pay by length:—

"It gradually oozed out in the profession that Dunning's opinions were written by Kenyon, and the attorneys thought they might as well go at once to the fountain-head, where they might have the same supply of pure law at much less cost. Cases with low fees came in vast numbers to

Kenyon, and so industrious and ready was he, that they were all answered in a day or two after they were left at his chambers.

"He thus became a very noted case-answerer, and his business in the Court of Chancery gradually increased.

"One serious obstacle which he had to surmount was the brevity with which he drew deeds, as well as bills and answers; for the profits of the attorneys unfortunately being in proportion to the length of the papers which pass through their hands, they are inclined to employ the most lengthy, rather than the most skilful, draftsman. But Kenyon refused to introduce any unnecessary recital, avoided tautology as much as possible, and tried to make the language he employed approximate to that of common sense."

When a Lord Chief Justice writes in this way—when a Lord Brougham, in his evidence before the House of Lords on the Masters' Jurisdiction Bill, states that this system of pay by the folio, as the paramount guide, was the plague-spot of the law—and when the whole body of solicitors petition for its reformation, what a scandal it is that the Court will not amend a system so injurious alike to the public and the profession; and what is to be hoped for, unless we can have the matter brought under some different control.

SMITH'S TRIAL—SCOTCH AND ENGLISH LAW.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In his communication of last week, your Edinburgh Correspondent suggests that the trial of Miss Smith may have provoked among English lawyers criticisms on criminal practice in Scotland, especially with reference to the application of the rules of evidence. This has undoubtedly been the case, and it cannot be denied that it has been a subject of no very favourable comment among Englishmen, that evidence which would not be admitted before a jury in one of our courts, seems to be treated as sufficient to hang a person north of the Tweed. These observations apply, among other particulars, to the apparently indiscriminate admission of hearsay evidence, of which abundant examples might be culled from the case in question; whereas, as is well known, in England such evidence would, save in certain very exceptionable cases, such as questions of pedigree, be altogether excluded. I do not, however, mean now to enter on the very large question of the comparative advantages of admitting or excluding hearsay evidence as a general rule of practice. In this matter English courts act upon the conviction of the great danger there is in admitting a description of evidence to which, in most cases, extremely little, if any, weight ought to be attached, and of the valueless nature of which a popular and inexperienced tribunal like a jury are apt to be very inadequate judges. But leaving Scotchmen to their practice in respect to hearsay evidence, from which I fear it would be difficult to wean them, there seems, to an English reader of the report of Miss Smith's case, to be other kinds of evidence admitted in Scotland which would certainly be inadmissible here, and in reference to which one would be glad to hear from a Scotch lawyer whether they were admitted on principle or by inadvertence. As an instance I would mention the evidence of witnesses, not experts, as to their opinions and suspicions arising out of facts in the possession of the jury. Thus (I take from the report in a Scotch paper) I find that on Miss Smith's trial a witness (Stevenson) for the prosecution, after stating that the letters, &c., found in L'Angelier's desk caused him to have "a feeling of discomfort," was asked by the Solicitor-General "if his feelings of discomfort pointed to any particular person as possibly guilty?" to which he answered, "that they pointed to a particular quarter—L'Angelier's wife that was to be." Now, surely the effect of the letters and the circumstances disclosed was a question for the jury, and for them alone; and however interesting the conclusions at which Mr. Stevenson arrived may have been, they ought not to have been imported into the case as facts that were to have any effect on the minds of the jury. The admission of hearsay evidence is, I believe, defended on the ground that the jury ought to hear everything connected with the case, and to determine for themselves as to the value of the evidence adduced; but, at all events, the evidence admitted ought to be of some value; and it is difficult to see what weight can be given to the suspicions of a witness on facts in the possession of the jury, and of which, as bearing on the issue before them, they alone are to be the judges. It may be, that the question I have mentioned was admitted merely through the inadvertence of the prisoner's counsel; but the mere fact of its being put raises the inference that its inadmissibility is not so clearly recognised in Scotland as it would be here. In England, as is well known, it is a matter of the commonest practice to have to stop a raw and eager policeman from blurting out to the jury his suspicions against a prisoner. But for a counsel to ask a witness as to his suspicions is unheard of.

Although in general the Scotch courts appear to allow a greater latitude in the evidence admissible before a jury, it is rather strange that in that very important branch of a witness's examination, his cross-examination, the scope of the questions allowed to be put to a witness seems to be much narrower than it is here. The large license practised, perhaps in some cases abused, in England, of eliciting a man's antecedents, as bearing on his credibility, is, I believe, very much limited in Scotland; and this circumstance may account for what has struck many English lawyers as an apparent weakness in cross-examination exhibited by the counsel in Miss Smith's case.

A difference on an important point connected with evidence in criminal cases exists between the procedures in the two countries, as to the manner in which the statement or declaration of an accused person is taken by the committing magistrate; it being allowable, or, more properly speaking, the duty of the magistrate in Scotland, after cautioning the prisoner as to the effect of his answers, to put to him what questions he may think proper; but the subject is, perhaps, too large a one to enter upon in my present letter.

Before I conclude, however, I would correct an error into which many of your contemporaries, legal as well as lay, have fallen, as to the effect of the verdict of "not proven," in Scotland; a very general impression appearing to prevail, that, should further evidence be discovered, a person may, after such a verdict, be again put on his trial for the same offence. This is quite a mistake; the legal effect of the verdict in that respect being precisely the same as that of a verdict of "not guilty." In either case the prisoner is "assoilzied" or acquitted of the charge, and he cannot again be put on his trial in respect of it; for in Scotland, as well as here, the sound principle prevails that no man ought to be twice vexed for the same cause. It is to be hoped that our Scotch friends will not take in unkindness the suggestion, that, as legally the effect of "not proven" is equal to that of "not guilty," it would be well if, as in England, the jury were confined to giving the latter verdict in all cases where the prosecutor has failed to make out his case. Where he has so failed, and the jury cannot on their oath say that the prisoner is "guilty," why give currency to their suspicions—it may be unfounded—merely to blacken the character of the accused? When it is understood that a verdict of "not guilty" simply means that the charge is not substantiated, there cannot surely be any conscientious objection to giving that verdict, whatever the surmises and suspicions of the jurors may be.

I am, Sir, your obedient servant,

London, 15th July, 1857. AN ENGLISH LAWYER.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The bankruptcy reports of the daily papers occasionally announce that "Mr. Benham appeared for the bankrupt," or "Mr. Benham appeared for creditors," in cases which differ very widely from the class of business in which I am usually engaged. This occurred, for instance, on Wednesday last, in the report of a meeting in bankruptcy, held on the previous day, before Mr. Commissioner Goulburn, in the matter of Leah Isaacs, cigar dealer, of Piccadilly.

As I am the only solicitor of my name, I ask permission to state in your columns that I did not appear in the case I have cited, or in others to which I have referred.

From inquiries I have made, I have reason to believe that the "Mr. Benham" referred to is a clerk to a solicitor in the City; and if this is so, I submit he has no right of audience before a Commissioner in Bankruptcy.

I remain, Sir, your obedient servant,

18, Essex-street, Strand, July 16, 1857. E. BENHAM.

Juridical Society.

This society met on Monday evening, June 22, the Hon. Baron Bramwell in the chair, when Mr. P. A. Smith read his paper on "Methods of Education recommended or adopted by some English Lawyers in the last Two Centuries," of which the following is a short summary:—

Legal education in the Inns of Court, as it formerly existed, was to a considerable extent systematic and collegiate. But in the seventeenth century changes took place. Roger North (in a book written towards its close) speaks of the want of instruction then; and thenceforward students in the Inns have been left very much to their own resources, with such varying aids as

friendly suggestions or books could supply. The present system of classes, lectures, and examinations is an exception; but in an enlarged form it is of recent date; and private tuition has, for the most part, dealt more with the practice of law than the principles. During the interval between the ancient system and the present, some of our most eminent lawyers have grown up; and an inquiry into the method which they employed seems not an idle or a fruitless one.

An early notice of one of these methods occurs in Sir Matthew Hale's preface to Rolle's "Abridgment," where he tells of the author that he was of the same society with four other eminent men, and that it was "the constant and almost daily course for many years together of these great traders in learning to bring in their several acquests therein as it were into a common stock by mutual communication."

The necessity for this kind of association in study is not superseded by the occasional talk in the pupil-room on legal topics, which is found in the modern system of private tuition; and there is also too much attention to drawing to allow free scope for a well-weighed system of mutual study. Arrangement and selection are the principal advantages of such a plan; but the tutor's papers have to be taken as they come, and are uncertain as to time and subject-matter. Is it not, therefore, of material consequence that law students with any high aims should find companions beyond the limits of his chambers, and concert with them schemes of reading, cross-questioning, analysing, and discussing, which may be made preparatory or supplemental to the usual routine of work? If authority were needed for the advantages of such a plan, the instance of Sir Samuel Romilly would supply it; who used, with his friend Mr. Baynes, to compare the notes which they took in Court; and, in a little society, consisting only of themselves and two others, they argued and acted as judges in turn—an exercise which he describes as very useful to them all.

Roger North, in the book above referred to, gives advice as to legal education in his time, which is curious, and, in part, useful still. For reading, he recommends the text of Littleton's "Tenures" without comment, and notices Perkins's "Profitable Book," and the book known as "Terms of the Law." For a somewhat later stage, and as lighter subjects, a work on "Ancient Tenures," "Doctor and Student," and "Fortescue de Laudibus Legum Angliæ." For more serious reading, after Littleton, Plowden's "Commentaries," and (to be taken along with these) Fitzherbert's "Natura Brevium," Crompton's "Jurisdiction of Courts," and Staunford's "Pleas of the Crown," with the book at the end "De Prærogativâ Regis," and Manwood's "Forest Law." But with the treatises there should be at hand some illustrative precedents—the "Register Brevium," and some of the books of Entries, as Rastall, Coke, &c. He recommends the Year Book called Henry VII, and some of Sir E. Coke's institutionary pieces, as his "Pleas of the Crown," "Jurisdiction of Courts," and "Comments upon Magna Charta and the Old Statutes." Afterwards, the student might enter upon some of what were then the more modern Reports.

The diligent construction of a common-place book by the student himself, North treats as a material part of his scheme, and reasons in favour of it with considerable force. Another of his expedients is reporting; the student's making his own notes in Court of the material points in cases—first, in a rough note-book, and afterwards in one more carefully kept. A peculiarity in this author's views is his disesteem of Coke upon Littleton, partly as being in effect a ready-made, common-place book, without, therefore, the advantages of one of the student's own making. Some advice on the study of the law of about the same period, and of much greater authority, on account of the person who gave it, is to be found in Sir M. Hale's preface (before noticed) to Rolle's "Abridgment." Sir Matthew Hale enforces the importance of method, and gives an outline of a course of study. "First," he writes, "it is convenient for a student to spend two or three years in the diligent reading of Littleton, Perkins, 'Doctor and Student,' Fitzherbert's 'Natura Brevium,' and especially my Lord Coke's 'Commentaries,' and possibly his Reports; this will fit him for exercise, and enable him to improve himself by conversation and discourse with others, and enable him profitably to attend the Courts at Westminster." Afterwards, he treats of common-placing; and, still later, of the Year Books, among which he mentions as chiefly useful the last part of Edward III., the "Book of Assizes," the second part of H. 6, E. 4, and H. 7. After these, he lets the student come down to Plowden, Dyer, Coke's Reports the second time, and other Reports then lately printed. He advises the student to compare case with case, and the pleadings of cases with the "Books of Entries," especially Rastall's.

Of this scheme of Sir M. Hale's, from which these suggestions are taken, Sir Thomas Reeve (Chief Justice of the Common Pleas in the reign of George II.) writes, that it was the best extant. He himself gives some advice to a nephew, mentioning successive objects which the student may set specially before him.

To turn from courses recommended to courses pursued, and from the special mode of studying English law to the auxiliary studies which eminent lawyers have taken as introductory or collateral. Here two instances occur, as among the most obvious and common—History, and the Roman Civil Law. As to the latter, we read of Sir M. Hale, that "he set himself much to the study of the Roman law; and though he liked the way of judicature in England by juries much better than that of the civil law, where so much was trusted to the judge, yet he often said that the true grounds and reasons of law were so well delivered in the Digests, that a man could never understand law as a science so well as by seeking it there, and therefore lamented much that it was so little studied in England."

Distinct authorities may be cited as especially pertinent to other branches of knowledge proper for the student:—Lord Somers, as an authority for the study of constitutional law; Lord Mansfield, for an enlarged view of the study of general history; Chief Justice Wilmot, as an attractive example of the consistency of studious and scholarly tastes, with fitness for eminent legal position and duties; Sir Wm. Blackstone, as one who, failing at first of professional success, was afterwards greatly assisted in arriving at it, by the laborious study of books—coupled in his case, it is true, with an especial skill and taste in the use of written language.

To any one who should doubt whether a comprehensive cultivation of general literature is suitable to a lawyer, Sir Samuel Romilly's may be mentioned as an eminent instance. The extent of his studies would incline a reader to doubt the account of them, if coming from unknown testimony; but we have his own authority for that account.

Both Sir Samuel Romilly and Sir Wm. Jones are leading examples of attention to oratory with a view to the bar; and Sir William is also memorable as an authority for the study of foreign law, both ancient and modern.

It is surely reasonable to expect to find instances of a widely extended pursuit of knowledge in the members of such a profession. The studies and duties of the English bar seem to justify, if not to require, it. Real property law is connected with the history of feudalism; constitutional law, with that of the English Government, and with the principles of government in general; commercial law, with the growth of trade and manufactures; criminal law, with the discussion and application of moral rules. The business of an advocate brings him into contact with the examination of the motives and dispositions which occasion or modify human actions; and some analytical study of the mind of man in the abstract seems not useless, with a view to such an employment. Again, it is almost too little to say that the laws relating to contracts, to trusts, to partnerships, to frauds, and to other classes besides, derive illustration from a comparison with the laws of Rome. There are such points of resemblance and connection, that a moderate amount of time spent on the civil law is among the most obvious of preparatory studies. And it is not these more cognate studies only that are fitted to be of real advantage to a lawyer;—versatility and enlargement of mind are of use in professional duties, and so is a cultivated and ripened taste. It could scarcely be said with truth, of any branch of practical science, that it could not be of valuable service to an advocate; and the advantage is real, though it may perhaps more easily escape attention, of gaining an acquaintance with all wholesome and sterling literature (in so far as such a habit does not trench on more essential studies), as tending to raise the tone of the mind generally, and to make it more influential on others, on account of a genuine superiority.

With respect to a deliberate cultivation of the power of public speaking, there seems reason to doubt the wisdom of the present comparative neglect of it. Several causes minister to this. One is, an idea that eloquence, as well as poetry, is allotted to some favoured persons only; and that there is something of conceit in the attempt to cultivate the power of speaking, as implying pretensions to such an exceptional talent. But it may be answered, that it is well that those who would never be great orators should yet speak with correctness, and clearly; that there is some inconsistency in a a man's going to the bar at all (except as chamber counsel) if he disclaims even

a moderate aptitude for speaking; and that it is not desirable either for the client's interests or the barrister's reputation, that the first dubious attempt should be made in a case where there are practical results immediately involved. Whether prepartion and practice be more or less valuable with a view to make a really powerful speaker, they seem the proper means for correcting actual faults of style, and for supplying the degree of confidence, without which good enough materials will not be well handled. And in this, as well as many other things, it is probably true that he that aims high will shoot high, though he shoot not so high as he aims.

The ancient law books recommended by the authorities before cited, are now seldom seen in the hands of practical lawyers, or, perhaps, even of practical students. But it seems strange that this neglect has prevailed so greatly. Is it really the case that nearly all which is of much value in them for present practical use, is to be met with in a serviceable form elsewhere? Or is it not rather that students, disgusted with their supposed dryness, and unable at first to tell what parts of their contents are obsolete, do not fairly test their worth?

Whatever opinion be entertained upon this point, it will scarcely be doubted that there is at least some reason for the importance attributed to companionship in study—the companionship of a few carefully chosen associates, in a hearty, assiduous prosecution of learning—if both general and legal, so much the better, but of legal studies at any rate.

Congenial men, resolutely set upon such a plan, would be likely to place their standard of attainments high, and to arouse in one another tastes for various kinds of excellence, which at first were not common to them; a friendly criticism might detect and expose weak points in their several theories or plans, while there was still time to change; and the discouragements which attend upon the lonely student would be lightened by the consciousness that others were struggling upwards amidst like difficulties, and with like aims. Wearied and refreshed by turns, but seldom all together, such comrades, on the long and rugged ascent which leads to excellence in our profession, might be likely to find their journey less trying and more speedy than that of the traveller who passed on from point to point alone.

The energy which sometimes accompanies loneliness, and seems almost to outweigh its disadvantages, can hardly be unattainable amidst more social studies, while these may increase its value by giving a better direction to its efforts. And not the least pleasant attendant on such a course might be its retrospect, when, in the possession, if not of success, yet at least of the merited friendship of companions more successful than himself, the student should retraverse in memory the old path—rich to him not only with recollections of energy and patience, and of a liberal and philosophical pursuit of the profession, but also with far-extended recollections of the sympathy and esteem of his fellow-travellers. This the lonely student, however successful, would want.

Baron Bramwell, Mr. Prendergast, Mr. Daniel, Q.C., and Mr. W. M. Best took part in the discussion which ensued.

United Law Clerks' Society.

The Twenty-fifth Anniversary Festival of the United Law Clerks' Society was celebrated on Friday, the 26th of June, at the Freemasons' Tavern, under the presidency of the Right Hon. Sir Alexander Cockburn, Chief Justice of the Common Pleas. About 300 gentlemen sat down to dinner, and among the company present were—Mr. Roundell Palmer, Mr. J. Locke, M.P., Mr. Montagu Smith, Mr. Cochrane, Mr. Doyle, Mr. Wingfield, Mr. Rose, Mr. Lewis, Mr. Street, Mr. Coulthard, Mr. Lee, Mr. Purvis, Mr. Steere, Mr. Southgate, Mr. Smale, Mr. Maugham, Mr. Harwood, Mr. Baker, Mr. Dolman, Mr. Stuart, and other gentlemen.

After the usual loyal toasts had been proposed by the Chairman,

Mr. ROGERS, the Secretary, read the Annual Report of the proceedings of the Society.

The CHAIRMAN said:—Gentlemen, I have now the honour to propose to you the toast of the evening, "Prosperity to the Association whose anniversary we have met here this day to celebrate; and I am quite sure that no language that I could use could say more in favour of this Association than the Report which you have just heard read. Its simple language, but most interesting facts, must satisfy every one of the excellence of this institution. It is one, the object of which has the highest claims upon our consideration and regard. Its object is to enable a laborious and most meritorious class of men to make provision against the hour of infirmity, sickness, and need, for themselves and for their families—a class of men but for whose labours the administration of the law, yes, and, I may add, the business of society, could hardly go on; but as to whom, many of them, in spite of their exertions, in spite of their laborious industry, the casualties and chances of life must often place in the position of adversity and need. The object of this Society is to relieve them from such occasions of necessity and distress, and to enable them, by a participation in the benefits of this Association, to escape the painful necessity of having recourse to eleemosynary assistance; in other words, it is to encourage prudence, forethought, and independence amongst a class of men especially deserving of our attention and respect. We have heard from the Report which the Secretary has just read to us, in how many instances infirmity, sickness, and want have been alleviated and succoured by the timely intervention and aid of the funds of this Society; how often, in the case of sudden and unforeseen death, the pangs and bereavements consequent upon it have been, to a certain extent, alleviated by the removal of present distress, and by affording an opportunity to the widow to secure for herself and orphan children the means of present support. It is impossible to conceive an association gathered together for a better or for a more benevolent purpose, or one which is more deserving of the assistance and co-operation of all persons who have the feelings of benevolence and humanity practically at work in their hearts. I trust that this Society will never want the support and encourgement of all those members of our common profession who are happily removed, in all human probability, beyond the reach of any such contingencies as those to which I have referred. It is for our common benefit, and for our common honour, that the poorer members of our profession—those who have the least chance from fortune, or from the position in which they are placed, of realising the higher gains and profits of our common order—I say it is for the interest and honour of us all, to lend a helping hand, and give our encouragement and support, to those who are more in need of it than we are ever likely to be; and I rejoice to see that so many of the profession who, as I have said before, will not, in all human probability, ever require the assistance of this Society, have so readily and so cheerfully come forward to render them every assistance. That it may have that assistance, and that it may ever continue to flourish as one of the best and most valuable institutions which the benevolence of this country, and the sense of the importance of the objects of the Society have brought forward, encouraged, cherished, and established, we must all sincerely hope; and I trust to see that it never will be wanting in that encouragement, but that it will last as long as our common profession lasts for the benefit of those whose circumstances render it necessary for them to have recourse to its assistance. I am sure you will all receive the toast that I have now the pleasure to propose to you—namely, "Prosperity to the United Law Clerks' Society"—with heartfel tinterest and common acclamation.

The toast met with the most enthusiastic reception.

Mr. ROUNDELL PALMER.—My Lord Chief Justice and Gentlemen, I have been desired to propose the health of the "Lord Chancellor and the other Patrons of this Society;" and in doing so I feel some envy, I confess, of those who are able to put in the old familiar plea that they are unaccustomed to public speaking, because undoubtedly I have not that excuse to offer for a short speech, for it has fallen to my lot to have been present on several of your anniversary festivals. On the occasion of the last but one, I was called upon to propose the very same toast to your notice; but as the same feelings occur to me now which I then endeavoured to express, and as I feel that some persons may think that they are going to have the same speech over again, I do not propose to make a long speech upon this occasion. Indeed, it is rather an ambiguous position in which I am placed, in proposing this toast, for I find that the patrons of the Society consist, as they ought to consist, of the Lord Chancellor, Lord Lyndhurst—who has in past times filled that office—every judge who now adorns the Bench, either on the common law or equity side of Westminster Hall, some of the ornaments of the ecclesiastical courts, the Attorney-General, and, I have no doubt by this time, the Solicitor-General—although his name does not appear as such at present—and all the Benchers of all the Inns of Court, of which latter body it is my good fortune to be one. Therefore, I am in the somewhat difficult position of having to call upon you to drink my own health. I do not, I am sure, express my own feelings simply, but the feelings of the distinguished persons with whom I am humbly and unworthily

associated in this list, when I say that they feel it an honour to themselves that they should be permitted to be placed at the head of this Society, to show the honour which they feel for the class to which this Society belongs, and for whose benefit it is instituted. The higher men may have the good fortune to rise in the profession to which we all belong, the more every day must they know and feel, and have opportunities of observing, the inestimable value—to themselves, in the first place, and in the next place to the public, whom we all endeavour to serve—of the class of law clerks for whose benefit this Society was established: a class in numbers, certainly, exceeding all others in the profession, and in importance, if we consider the indispensable necessity of their services, and the equally indispensable necessity for that intelligence, integrity, fidelity, and affection with which they discharge them. Whether we consider those things as the need of the public and of the profession, or, on the other hand, the manner in which that need is supplied, I take the liberty of saying they are a class which, in point of importance and in point of value, ought not to be put—at least not by any but themselves—below any other of the various classes who contribute to the common objects of this profession. We, especially, who have personal and everyday intercourse with them, whether we consider the clerks of solicitors who attend us and instruct us, and assist us to understand the business which we have to do, or whether we consider our own clerks, the clerks of barristers, of whose services words would fail me if I were to attempt to speak as I feel from experience—I say, whether we consider the one or the other of them, we cannot but feel that nothing which we can say, and nothing which we can do, can be too much to express the value which we feel for their services as a class, or the good which they do to society at large. Entertaining those sentiments, I say, for myself, that it has always been to me a great gratification to be able to take part in these meetings since I first was invited to do so; and I cannot but feel that the circumstance of the whole of the distinguished ornaments of the profession having in a body unanimously placed themselves at the head of this Society, is a testimony so distinct and so important to its value and to its merits, that you, I am sure, will be glad upon this occasion, as well as upon every other, to acknowledge that testimony by drinking their health; and so, on the other hand, it may well excuse those who are called upon to propose this toast from dwelling at any length upon the value of this Society to ourselves and to the public at large. I am sure you will cordially join in drinking the health of the "Lord Chancellor and the other Patrons of the Society."

Mr. MONTAGU SMITH.—Gentlemen, the next toast has been intrusted to me, and I can assure you I accept the trust with the greatest satisfaction, for my task is a most easy one. I speak from my own heart, and I am sure I speak to yours, when I ask you to drink health, long life, and happiness to the distinguished judge and the warm-hearted and amiable man who is your president to-day. Gentlemen, I am sure I could leave that toast to you without another word; but, having joined the Western Circuit at a very early period, when the present Lord Chief Justice was a young man, whose star was just rising above the horizon, I should not do justice to my own feelings if I did not express the pride and pleasure which I naturally feel in the position I now occupy in proposing his health to your acceptance this day. The feeling of pride and affection which we felt for him was well founded—we had a feeling of pride that one so distinguished should have risen from our ranks—and we felt affection for one whose genial temper, whose polished conversation and sallies of wit, so long enlivened our society. Great men had left us. Wilde and Follett, distinguished men in the profession, had risen from the Western Circuit; and it was my lot to see this star of the Western Circuit rise in all its brilliancy, and with equal rapidity with those which had preceded him; and, gentlemen, the echoes of his eloquence had scarcely died away in the west when we heard his voice in that assembly which is the highest and most popular in the world, and in which the force of his arguments and his many talents had placed him in the foremost rank. I believe that our most distinguished chairman would have been well pleased there to have remained; but that fate was not destined to him, and he is now placed in a position in which he manifests that he has all the qualities which should distinguish a judge combined. Gentlemen, I am sure you will all agree with me, from the highest man in the profession down to the lowest, that in that illustrious individual has been found combined the firmness of the magistrate with the urbanity of the gentleman; and I am sure that not only have all those who have practised before him felt that, but no suitor has left his court, even the unsuccessful one, without admiring the patience, the temper, and the excellence which has presided at his trial; if I may so say, he must have felt that the spirit of justice had presided, and that, if he has failed, he has failed because his case has been a bad one. I am sure you will join with me in drinking, with the utmost enthusiasm, the health of our distinguished president.

The toast was warmly responded to.

The CHAIRMAN.—I really am utterly at a loss for words to express the sentiments which overpower me upon the present occasion. To have had my health proposed in the terms of praise in which it has been presented to you by so distinguished an individual and so valued a friend as Mr. Montagu Smith, and to have had it responded to as it has been by such an assembly as this, is really an honour which I cannot sufficiently appreciate, and which I altogether want words and utterance to express. I must; and I cannot but suppose that a great part of that praise which my hon. and learned friend has been good enough to bestow upon me is due to that sense of friendship which I know he feels towards me, and which, I assure him from the bottom of my soul, I do appreciate and respond to. For more years than I should like to name, or to think of, have we travelled our common circuit together; and this I will say, that, valuing our common profession as I do, and appreciating the merits of so many of its distinguished members, there is not, from one end of it to the other, one individual whose praise I would sooner have, or more cordially value. From my long experience, I may say that in all that can distinguish the advocate—ability, honour, fairness, justice, candour—and, in all that can distinguish the man and the gentleman, there is no one who in my estimation stands higher than he does, and no one whom I would more willingly have met in the presence of this Society. In equal truth I may say, that, in looking round to those whom I have now the honour to address, I know of no assembly of men whose tribute of regard I would more willingly accept or deeply value. I can only say, that, in the position in which I am now placed—although, indeed, I am painfully conscious that I cannot ask for credit for one tithe part of those merits which it has pleased my kind friend to ascribe to me—this I do know, that I desire honestly, conscientiously, and impartially to discharge the high duties which are imposed upon me; and if, in what remains to me of the judicial life upon which I have just entered, I can secure the good wishes and the kind feelings of the profession of the law in all its branches, the fondest object of my ambition, or my desire, will be abundantly gratified. I beg to thank you for the honour you have conferred upon me, and to express the great and heartfelt satisfaction, as well as the pride it has been to me, to have presided over you on this occasion.

Mr. SOUTHGATE.—The toast which I have to propose will excuse the inefficiency of the proposer. It is "The Bench, the Bar, and the Profession." Of the members of the Bench I shall only repeat what has been said by my learned friend Mr. Roundell Palmer, that, among the patrons of this Society, there is, I believe, a very large number of the members of the Bench, and also of the members of the Bar, and the other members of the profession. Amongst those who support the Society, I observe a very important feature is, that, to a certain extent, the Society is self-supporting, from the very large support given to it by the members themselves, and that the largest portion of its funds comes from that source. Under such circumstances, I feel confidence in the permanent success of the institution; and I am quite sure I may say, on the part of the Society, that they feel every possible gratitude to the other part of the profession, who, not being members of the Society, contribute to its funds and its success. Distinct from all pecuniary motives, this is the only society I know of in England—and, I suppose, if the only society in England, it is the only society in the world—where all the members of the different grades of the profession of the law meet together at least once in the year upon terms of equality. I do not know that any other society exists where all its members, from the Lord Chief Justice upon the Bench down to the copying clerk in the solicitor's office, meet once in the year for the good of their common profession. Gentlemen, a society like this is a society of the highest importance; and I am quite sure every person in the room will join with me in drinking the health of those who have been so instrumental in promoting its success. I, therefore, propose "The Bench, the Bar, and the Profession, coupled with the name of Mr. John Locke, M.P. for Southwark."

Mr. JOHN LOCKE, M.P.—Mr. Chairman and gentlemen, I may say that I rise upon the present occasion in the position

of a gentleman under difficulties; for if Mr. Roundell Palmer felt difficulty in returning thanks, being one of the patrons of this Society, for the patrons, how much more difficult must my task be when you see in my person (not a very small one, I am sorry to say) the embodiment of the whole profession of the law. I rise on the present occasion to return thanks for every branch of that great profession to which we all have the honour to belong. With regard to the Bench, I am satisfied of this, that the expressions which have fallen from the Chairman to-night—his expression of thanks for the honour that has been done to him by this assembly in drinking his health; those expressions coming from one of the first judges in the land, and one of the most eloquent men that ever adorned our profession—renders it unnecessary for me to address you in terms of thanks for the Bench; but I may be called upon, perhaps, more especially, to return thanks for that branch of the profession to which I have the honour to belong—namely, the bar. Although an humble member of that profession, I do not forget that I have now been connected with this Society for a great number of years. I regret that I have not more frequently been amongst you, though my presence would not have aided you much in the pursuits which you have in view. But when, from fortuitous circumstances, honours have been cast upon me, I thought that by coming here this day I could do some little good to this Society. I can assure you that has been the object which has actuated me in coming here to-day. I am happy to find that this Society goes on from year to year more flourishingly. I think I see more persons assembled upon this occasion than I had the pleasure of meeting when I was amongst you before; and from that most inestimable document which has been read to us, I find that the funds of this Society are in so flourishing a condition, that they may bid defiance to the work of time and all other fortuitous circumstances that may arise, because I see that this Society is based upon a rock. It has the support of an incalculable number of members of the profession; it likewise has the appreciation of the profession at large; and it must not only go on further flourishing, but I will say *esto perpetua*. I would say that the bar much appreciate the honour which is done to them by being asked to attend at your annual festival, and I believe that many of those members of it who do attend are much better able to express than I can the feelings which they entertain for the prosperity of this Society. My health was announced as a Member of Parliament—and I would say one word upon that, not at all in vanity to myself, but with reference to the profession. I was one of those who went to a constituency, and had to contend with that vulgar prejudice which was raised for vulgar and improper purposes—namely, that they did not like a lawyer. Now that objection I believe—not by eloquence, because I do not possess any, but by honesty of purpose and by a clear and forcible statement—I entirely removed; and it was an agreeable thing to me to know that I had to represent a constituency who highly appreciate lawyers. If, in this country, there be a constituency which has a better opinion of us than another it is the borough of Southwark; and I will tell you why that is the fact. Within a very few years comparatively there have been three members of that borough who were lawyers, and I am the fourth. Now, I say, if there ever was a distinguished constituency upon the face of the earth—a constituency endowed with a nice sense of discrimination—it is the borough of Southwark. To them I owe the high position in which I am placed, and I trust I shall never be wanting in gratitude for the honour they have conferred upon me. Now, gentlemen, I have done with the bar; but I must, as the great duty has been imposed upon me of returning thanks in a triangular sort of way for the three different branches of the profession, return thanks for the other branch to whom we all owe so much—the profession at large—that great body who, in a great measure, rule this country, whether for good or for evil; sometimes I am afraid for evil; for, as the representative of a large constituency, I am bound to tell the truth. But we must not lose sight of this great fact, that there is no good in the world without some spice of evil in it; and when I see that great profession so good and so excellent as they are, and when I see there is so little evil among them, I am sure I do not do them any injustice when I say that the bar is deeply indebted to them, and I do not for one moment say that we are any better than they are. This I will say, that, in every branch of the profession, we all endeavour earnestly and fearlessly to do our duty; and when I have to return thanks for those branches of the profession to a Society like this, I can only say that it is a great satisfaction to them to find that those endeavours which they make, and which I may say are almost universally crowned with success, are appreciated by a body who are so able to understand and to distinguish the merits of every branch of the profession.

Mr. STEERE proposed the health of the three eminent gentlemen whose names would be found on the face of the programme as trustees of the Society. For twenty-five years there had never been any reason for the members of that Society to cry out for a Trustee Bill, because the gentlemen who had filled that important office had made integrity their foundation, and what cared any trustee for "misdemeanors," or "pains," or "penalties" of any sort, who rest upon such a foundation as that. They had a duty to perform that day which must be a most pleasing one—namely, to drink the health of "the Trustees." Might they long continue to perform the trust they had undertaken, and, when their days were ended, might the Society be so fortunate as to find like honourable persons to act as their successors in the important office intrusted to their charge.

The subscriptions announced during the evening amounted to nearly £400.

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, July 13.

LARCENY, &c., BILL.

The LORD CHANCELLOR moved the second reading of this Bill, which he stated was one of a series, which constituted a consolidation of the various statutes on different points of criminal law.

Lord CAMPBELL said, when these Bills were read a first time, he understood that they would be laid on the table this session and considered, but that they would not be proceeded with till next session. That seemed to him the most expedient course, for there might not only be consolidation but alteration of the Acts; and though no doubt they had been most skilfully prepared, still if there had been any alterations, they ought to be well considered. He thought the consolidation ought to be done as a whole, and not piecemeal, and that these measures had better be postponed till next session.

Lord WENSLEYDALE said he thought these Bills ought to be proceeded with this session. He, in conjunction with the Lord Chief Justice of the Common Pleas, Sir Fitzroy Kelly, and Mr. Greaves, had taken great pains to make these Bills as correct as possible; and if they were not passed after such pains had been taken, he despaired of any Act of Parliament of this kind ever being passed.

The Marquis of WESTMEATH called attention to the 57th clause of the Bill relating to offences against the person, as to the punishment for rape. He thought a distinction in the punishment for this offence ought to be made when it was committed by one person and by several.

Earl GRANVILLE remarked that alterations in that law should not be suggessed on a mere consolidation Bill.

Lord CAMPBELL said that if the Bills were to pass, he should advise their Lordships and the House of Commons to place entire confidence in those who had drawn them.

The Earl of DERBY said that he thought in a case where the House had before them mere consolidation Bills, the less discussion they had on details the better, and they should accept them as consolidation Bills, on the assurance of the Government that they made no alteration in the law.

The Bill was then read a second time, as were the following:—Offences against the Persons Bill, Malicious Injuries to Property Bill, Forgery Bill, Libel Bill, Coinage Offences Bill; Deer, Game, and Rabbits Bill; Accessories and Abettors Bill.

THE LAW OF LIBEL.

Lord CAMPBELL said, as chairman of the select committee appointed to consider how far the privilege of reporting the proceedings of law courts, without being subject to the law of libel, should be extended to the proceedings of the two Houses of Parliament and to public meetings, he had now to lay their report on the table. The petitioners prayed that there should be an entire immunity for all newspapers for printing and publishing what was spoken at any public meeting. They heard the witnesses who were examined, and they came to the unanimous resolution that the prayer could not be safely granted in the plenitude in which it was sought, because a mob might be called a public meeting, and a member of a mob might utter the most calumnious attacks on private character. What was proposed was, that the party should proceed against the speaker,

and not against the journal; but that would often leave the party without remedy. It had been proposed to make a speaker liable for a printed report of his speech; but that would be a great and important change in the law of England, and, he believed, was inexpedient. Therefore, they all came to the opinion, as the select committee in 1843 did, that such a concession was unnecessary, and could not be safely granted. At the same time, they thought they might, with perfect safety to the public, grant a protection against vexatious actions. They thought that a report of the proceedings in either House of Parliament, when strangers were admitted, should have the same privilege as was now extended to the reports of the proceedings in courts of public justice; because, in the opinion of the majority, all the reasons that existed for the privilege in the one case extended to the other. It was equally important to the public that the proceedings in Parliament should be faithfully published as those of the courts of law, and that those who published them should not run the peril of an action or an indictment. An objection had been raised respecting the standing orders of the two Houses of Parliament, prohibiting the publication of any of their proceedings, but one might hope that these standing orders would speedily be repealed. The most important alteration recommended for the protection of the public press was this: A journal contained an account of a public meeting in which observations were made, which, in point of law, were libellous. The individual might bring his action, and though he had suffered no damage, the judge was bound to tell the jury that they must give him a verdict. For the purpose of remedying that state of things as far as they could, the jury found a verdict, with a farthing damages. By a late Act of Parliament the plaintiff recovered no more costs than damages, and therefore in such a case as that the defendant was not bound to pay the plaintiff his costs, but then he was burdened with his own. In a recent case (*Davidson* v. *Duncan*), which had caused so much apprehension in all parts of the country, the jury found the report was a faithful report, and that there was no malice whatever, and they thought the plaintiff had suffered no damage; but the judge told them they must find some damages, and they found a farthing, and the defendant was obliged to pay the cost of defending himself, which was said to amount to £400. To prevent this, it was proposed that if there was an action brought against a public journal for that which professed to be a report of a public meeting, the defendant might plead that it was a faithful report of the proceedings, and that the plaintiff had sustained no actual damage; and if the jury were of that opinion, then they were to find a verdict for the defendant, and the plaintiff thus, instead of receiving damages or costs, would be obliged to pay the costs of a vexatious action. A difficulty arose as to what should be considered a public meeting, and they recommended that all meetings called by a sheriff of a county or the mayor of a borough, or the meeting of a town council or a board of health, or any other body meeting under an Act of Parliament, to impose a rate, or to consider the local affairs of any district, should be public meetings. This was a summary of the recommendations of the committee. He was afraid it was vain to think of legislating on such a subject during the present session of Parliament; but he gave notice, that, at the beginning of another session, he should frame a Bill in accordance with these resolutions, which he trusted might meet the approbation of Parliament.

Tuesday, July 14.

JOINT-STOCK COMPANIES BILL.

The LORD CHANCELLOR presented a petition from 2,000 creditors of the British Bank in favour of this Bill. In moving the second reading his Lordship said, the law at present was in an anomalous condition with regard to these banks. If a joint-stock bank became insolvent, a shareholder might obtain a winding-up order, and the Master in Chancery, or the Chief Clerk of the Vice-Chancellor, whose duty it was to wind-up these affairs, had the power of making calls on all the shareholders in order to raise a fund to pay the creditors; but that was a proceeding to which the creditors were not parties, it was a mere proceeding of the shareholders *inter se*. The object of the present Bill was, as far as possible, to remedy this defect, to give to the creditors the power of taking care that in making the calls proper steps might be taken to seize the whole of the property of the shareholders if need be, in order to raise a sufficient sum out of which the creditors might be paid in full. For this purpose it provided, in the first section, that the creditors might summon a meeting, and, if two-thirds in value thought fit, they might appoint a person to represent them in the matter of winding up the concern. If the company had become bankrupt, then there was no necessity for the choice of a representative, because the assignee in bankruptcy would perform those functions. The second section provided that where a company had become bankrupt, and there had been a winding-up order, the assignee might proceed with it; then there was a provision that the representative should have power to make any compromise whether for the discharge of the liability of all the shareholders or of any one of them, and if the compromise were approved by a judge, it should be valid and binding. Then there was a further provision of great importance. By the law as it at present stood, any creditor of a joint-stock bank, when he recovered judgment against the public officer of a bank, had a right to take out execution against any of the existing members of the corporation, and against any of those who were formerly members, limiting it to three years. Practically this last remedy had been found to be delusive, because it could only come into operation if the creditor were able to satisfy the court that he had exhausted all reasonable means to obtain payment from all the existing members; and in a large joint-stock banking company that was almost an impossibility. This Bill provided, that where there had been one of these compromises entered into, that was to be deemed proof that all reasonable steps had been taken to obtain payment from the existing shareholders, and the creditor would then be in a position to enforce his rights against the former members. There was another provision to prevent the shareholder of an insolvent joint-stock bank from going out of the country without giving security for the payment of the debt or of his share of the fund to be contributed. An objection had been made to the measure that it was not just to those who had got judgments and thereby obtained a priority; but he thought that it was but just to put them on a footing with the other creditors. It was not deemed unjust when a man became bankrupt that all the creditors should be placed on the same footing, though some of them might have obtained judgments; and there was a provision in the last bankrupt Act that when a man could not pay his debts a certain proportion of the creditors might agree that instead of insisting on their full rights there should be a rateable distribution of the debtor's property, and that compromise was binding on all the creditors.

Lord MONTEAGLE complained that the effect of the Bill would be to take away the priority of judgment creditors, a judgment in Ireland being equivalent to a mortgage.

Lord ST. LEONARDS thought the Legislature ought to remove the doubt, as to whether the law of joint-stock banks in Ireland was the same as in England, and give to the creditors of those banks in Ireland the same rights as in England. It would be a great injustice to take away a priority which actually amounted to a mortgage.

The Bill was then read a second time.

Thursday, July 16.

JOINT-STOCK COMPANIES BILL.

The House went into committee on this Bill.

Lord WENSLEYDALE, on behalf of the Newcastle Banking Company, moved the insertion of a clause which would retain for them the priority of judgments obtained by them against the Tipperary Bank; which was opposed by the LORD CHANCELLOR. The amendment not being pressed, the Bill passed through committee.

HOUSE OF COMMONS.

Thursday, July 9.

FRAUDULENT TRUSTEES, &c., BILL.

The House went into committee on this Bill.

On clause 9, prescribing the punishment for a misdemeanor under this Act,

Mr. HADFIELD thought that the penalties imposed by this Act upon delinquent trustees were too severe. Even now, prudent men hesitated to become trustees, but with these penalties staring them in the face no one would undertake the office. He thought the Government ought to take some steps for the relief of trustees, especially as a Bill which had been introduced by Lord St. Leonards elsewhere had not been proceeded with since its introduction.

The ATTORNEY-GENERAL admitted that the alteration in the law pressed heavily upon trustees. A Bill for their relief, to which reference had been made, would probably come down to that House in time to receive due consideration. With regard to the clause immediately under discussion, he was desirous of making two or three amendments in it. Since the clause was framed, Parliament had made a material alteration in the terms of penal servitude. The shortest of those terms, at the time when the

Bill was originally drawn, was seven years. It had now been reduced to three years. The committee would agree with him that it was desirable to retain the punishment of penal servitude, and he proposed to alter the clause as follows:—"To be kept in penal servitude for the term of three years, or to suffer such other punishment by fine or imprisonment for not more than two years, with or without hard labour, as the Court shall award." The *maximum* term of penal servitude would thus be three years; but there would be some minor offences which would be punishable by fine, some other offences which would be punishable by simple imprisonment not exceeding two years, and in the worst cases there might be the addition of hard labour.

Mr. G. HADFIELD thought the clause still too severe, and hoped the case of the trustees would have the consideration of the Government.

The clause, as amended, was agreed to.

On clause 10, enacting that nothing in the Bill should exempt any person from answering any questions in any court, but that no evidence given by such person should be admissible against him in any prosecution under the Act,

Mr. BUTT objected to the clause as an infringement of the principle of law that no man was bound to criminate himself. An innocent trustee might be subject to an accusation under this Act; and the proviso did not altogether remove his objection; because, although a person's answer was not to be admissible in evidence against him, it might supply the links of evidence that might convict him in a court of law.

Mr. AYRTON believed that this was the first Act which was at variance with the acknowledged principle of English law—that a man was not bound to criminate himself.

The ATTORNEY-GENERAL said, that, if this clause were omitted, the statute would be useless, because the moment a bill was filed in equity against a trustee for any breach of trust, although not fraudulent, he might say, "I shall be brought within the provisions of the Fraudulent Trustees Act, and I will close my mouth, and will not say one word."

Mr. BUTT thought that the explanation did not meet the objections he had advanced. He should at a future period take the opinion of the House upon it.

Mr. MALINS maintained, that, in order to facilitate the ends of justice, it was highly expedient to retain the clause. He stated that he had been the day before engaged in a case in which a surviving trustee had appropriated £1,500 of trust money to his own use. In his answer he admitted the appropriation, thus saving the court all further trouble in proving the offence. If, then, the clause under discussion were omitted from the Bill, the administration of justice, instead of being facilitated, would be impeded under its operation.—The clause was then agreed to.

To clause 11, Mr. CAIRNS moved to add the following words:—"And nothing in this Act contained shall affect or prejudice any agreement entered into, or security given, by any trustee, having for its object the restoration or repayment of any trust property misappropriated." He said that now, for the first time, the misappropriation of trust money was to be made a criminal offence, but there were cases in which an advantageous compromise might be made, which the clause, as it stood, would prevent. To meet such a case he proposed the above addition.

The ATTORNEY-GENERAL did not see that the words were necessary; but, in order to remove Mr. Cairn's apprehension, he had no objection to their insertion. The clause, as amended, was then agreed to.

On clause 12, Mr. CAIRNS said, that, as the Bill at present stood, a trustee, without any danger of suffering a conviction, might, from personal or other motives, be compelled to undergo the odium of being indicted for a criminal offence. A man might become a trustee on a marriage; children might result from that marriage and grow up, and family quarrels might arise, in which it might be the interest of some one of the parties to annoy the trustee. Under the present Bill nothing would be easier than to get up a case against the trustee, and, upon an ex parte statement, to procure his indictment at the Old Bailey. To check such a contingency the Attorney-General proposed, that, before any indictment could be preferred against a trustee, the person who wished to press the indictment should obtain the consent of the Attorney-General, or of one of the judges in equity. Now, with regard to the first check, the duties of the Attorney-General were already so onerous that he would not have time to investigate the cases which might be brought before him, and which would rest upon an ex parte statement alone. Again, an equity judge, if asked to determine upon an ex parte statement, would consider it a most noxious duty, and would refuse in any case to grant his consent. The expedient which he proposed was a simple one. It was to give the judge the power of hearing both sides in the most simple, inexpensive, and summary manner, and of then determining where civil responsibility ended and criminal liability began. In order, also, to avoid the chance of a person absconding, he would give the judge the power upon affidavit, which stated a reasonable ground of suspicion of intent to do so, of granting a writ of *ne exeat regno*. To effect this, he proposed the amendment of which he had given notice.

Mr. BOWYER thought this amendment an improvement on the Bill, because it saved the trustee from some unnecessary disgrace. The Bill, as it at present stood, made practically a very great change in the law of England, and would render it very difficult to procure men willing to become trustees. The amendment would modify this change, and therefore it should have his support.

Mr. COLLIER observed that the effect of the amendment would be that no criminal suit could be instituted without a previous suit in Chancery. At present a trustee who fraudulently appropriated trust moneys for his own use was as guilty of a crime as the man who stole money by picking pockets; but the anomalous state of the law regarding trustees to a certain extent protected him. The object of the Bill was to take away that protection, and to afford facilities for making the party who was guilty of the crime criminally liable. It appeared to him that the amendment would do away with the efficacy of the Bill.

Mr. CAIRNS contended that his amendment would, where the suit was already in existence, enable the judge to order the prosecution at once; and where there was no suit, by merely placing a claim upon the file, and stating that it was a case in which criminal proceedings ought to issue, the judge would, if he thought right, call the other side before him to answer the complaint, and, if a sufficient answer were not given, order the prosecution to be instituted. The only difference between his proposition and that of the Attorney-General was, that the one proposed that the judge should act upon an ex parte statement, while the other provided that both sides should be heard.

Sir F. KELLY thought that there should also be a power in the judge of any civil court—the courts of equity, common law, or bankruptcy—to order a prosecution, not merely in the case of suits instituted against trustees, but where, in the course of any proceedings in Chancery, bankruptcy, or otherwise, it should appear that a trustee had been guilty of some fraud that brought him within the operation of the Act of Parliament.

The ATTORNEY-GENERAL thought that the ordering of a prosecution might be left to the discretion of a judge or the law officers of the Crown, for it was not to be supposed that they would do so without good grounds. If it were made imperative that a fraudulent trustee should, previous to prosecution being ordered, be summoned before a judge to be heard, the effect of such a proceeding would, in many cases, be to warn the delinquent to quit the kingdom as quickly as possible. With regard to the clause in the Bill, he was far from saying it was not open to objection; but he had proposed it in deference to the prejudices or apprehensions of some who felt a difficulty about assenting to the measure without the insertion of such a provision. He, however, did not himself see that an enactment to punish men guilty of fraud would operate to deter honest people from becoming trustees. The Bill proposed that the duty of investigating complaints and sanctioning prosecutions should be committed to judicial or official functionaries; and he believed that an efficient safeguard would thus be provided against the abuse of the law, while it could so speedily be brought into operation that not more than a few hours would interpose between an application and the issue of the necessary warrant. The first two clauses proposed by Mr. Cairns provided, that, if in any civil proceeding against a trustee it appeared to the court or judge that there was reasonable and probable cause for a criminal prosecution, the court might make an order sanctioning such prosecution. Now, such cause could only appear to the judge after the evidence had been taken, the defendant heard, and when it became the duty of the Court to pronounce judgment. Judges would put a strict construction upon these clauses; they would act with extreme caution, and he might even say reluctance. The result would be, that no criminal prosecution could be instituted until the delinquents had had an opportunity of leaving the country, and the judicial proceedings would become a mere farce. With regard to the third clause, the full extent of the frauds committed by a trustee might not be at once discovered. It might be ascertained that he had fraudulently appropriated to his own use £50, or £1,000, or £1,500; while, in fact, he might have misap-

propriated as many thousands. The effect of the writ of *ne exeat regno* would simply be, that the defaulting trustee would be required to give bail for the small amount of his discovered frauds mentioned in the writ, and would then be enabled to fly from the country and avoid the consequences of his crime. He maintained that the mode of proceeding proposed by the Bill was infinitely more efficacious than that which his hon. and learned friend wished to substitute, and he hoped it would be sanctioned by the committee.

Sir F. KELLY thought the difficulty might be met by providing, that, if there was reasonable cause to suppose that a trustee had absconded, or was about to abscond, a warrant might be issued for his apprehension, in order that he might be called upon to show cause why a prosecution should not be instituted against him.

The ATTORNEY-GENERAL said he would give the subject his consideration in the interval before bringing up the report.

Mr. ROLT thought that it would be obvious, that, in a law directed against guilty trustees, there ought to be provisions to protect innocent trustees against malicious prosecutions. As to the two clauses before the House, he would submit that the amendments of Mr. Cairns could be adopted as they stood. It was assumed that the innocent trustee ought to be protected. By that clause you submitted the accused to an ex parte inquiry before any steps were taken towards a prosecution. He was sure that a judge or the Attorney-General could not act unless they could do so safely, in order that the object of prosecuting a guilty trustee should be attained. The amendment caught the happy medium. The necessary steps for a prosecution could be taken at any stage of the proceedings as well as after the hearing, so that there was every precaution against a criminal trustee escaping, although there would be a fair preliminary inquiry whether there was a fit case for a prosecution. The only difference between the two clauses was, that in the one case a *cestui que trust* could prosecute a trustee ex parte without any discussion of the case, while in the other there would be a hearing, and at the same time he would be held to bail, and could not escape.

Mr. HENLEY said the object of this clause was to give some protection to parties against malicious prosecutions. Looking at the clause as it stood, he thought it would be prejudicial to the party accused, because he would go to his trial with the opinion of the judge or the Attorney-General hung round his neck that he was guilty. If they had some assurance that Government would introduce some words that the party should be first heard, he, for one, should prefer the clause in the Bill to the amendment.

The ATTORNEY-GENERAL said, he would give an assurance that words should be added to the clause giving the judge or Attorney-General—more particularly the judge—power to summon the party accused. He would not carry it to the extent of making the summons compulsory. He would have gladly done so if the judge had had the power to convict. That was his original intention, and he so framed the clause; but on consulting the judges they expressed such great repugnance to exercising the power, that he was obliged to draw the clause in its present form.

Mr. CAIRNS said, he was quite satisfied with the assurance of the Attorney-General. He would suggest whether it would not make the machinery more complete to add a power of issuing, in those cases in which something must be done immediately, a warrant or a writ of *ne exeat regno*.

The amendment was then withdrawn, and this and the remaining clauses were agreed to.

Friday, July 10.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

The House went into committee on this Bill.

On the question that clause 40 should stand part of the Bill,

The ATTORNEY-GENERAL said, he could not but think that there was some misunderstanding in the decision come to on the amendment on Monday night. It was represented that it would be a great boon to farmers and others, having large stocks, if probate were allowed to be made in the district courts. Supposing the Committee to have acted on this view, he had endeavoured to alter the terms of the clause so as to include the class of property referred to; but he thought the Committee would readily acquiesce in another view, which was more prominent in his mind at the time—namely, the facility which would be given for fraud in dealing with funded property, if the amendment of Monday night were adhered to. The duty in the district offices would generally be discharged by clerks receiving 25*s.* or 30*s.* a week, and who could not be expected to be proof against pecuniary solicitation. Thus, probates might be improperly obtained to informal or fraudulent wills, which would give the parties taking them out full command over funded property in the course of twenty-four or forty-eight hours. The same course might be pursued with forged wills. When a person went to the Bank of England to transfer stock, the broker who accompanied him was understood to vouch that he was the party really having the right to the stock. Thus every facility was given for the transfer. On the last occasion, he had stopped at this point in order that he might ask the Committee to retract the injurious decision at which they had arrived. The course he proposed was this—to draw up a clause which should give the district courts power to grant probate in cases where the property situate within the district did not exceed £3,000—funded property and stock and shares not to be included. In the case of shares, a person who had improperly obtained probate, might at once transfer the shares to an agent who was implicated in his fraudulent proceedings, and thus the property would be lost to the estate. He threw out this suggestion with a view to further consideration, and he hoped that the Committee would adopt it. He proposed that the question "That the clause do stand part of the Bill" should be negatived, with a view to the introduction of such a clause as he had described on the bringing up of the report. For a variety of considerations, the Government thought it would not be wise or possible to give the district courts a power of granting probate beyond £3,000; but the matter would be open for the consideration of the Committee. It was only on terms of mutual concession and compromise that they could ever expect the Bill to pass into law.

Mr. HENLEY thought the more desirable course would be to have the proposed new clause brought up again in committee, and not on the report on the Bill. When the Attorney-General spoke of £3,000 of property within the district, he must have meant in any part of England.

The ATTORNEY-GENERAL said he meant in any district, and would bring up the new clause in committee.

Mr. WESTHEAD said that he acted for persons who were well acquainted with this subject—solicitors and merchants in the country—and he could hold out no expectation that they would be satisfied with the proposed limit of £3,000. He was content that stock and railway shares should be dealt with as at present by the Prerogative Court of Canterbury. To show the large amount of property which was the object of testamentary bequest in the North of England, he would call the attention of the committee to the following statement of the number of wills proved in the Diocesan Court of Chester and the Prerogative Court of York. In the five years from 1851 to 1855 there were two wills proved where the personalty was upwards of £300,000, four upwards of £200,000, six upwards of £160,000, four upwards of £140,000, ten upwards of £120,000, six upwards of £100,000, nineteen upwards of £80,000, twenty-eight upwards of £60,000, fifteen upwards of £50,000, thirty upwards of £45,000, 200 upwards of £25,000, 458 upwards of £12,000, and 2,066 upwards of £10,000. The total number proved where the property was above £10,000 was 4,055, not taking into account the Lancaster Court, nor the courts of Nottingham and Durham. He certainly thought that when there were to be but forty-two district courts in lieu of 400, they could afford to pay sufficient remuneration to those who conducted business of so much importance. Where was there any evidence of fraud in the present system? The registrar of the archdeaconry of Nottingham stated in his evidence that 4,800 wills passed through his hands in the course of twenty-eight years, and that not one of them had been repudiated or revoked, while only two contentious cases arose out of the whole. There was no reason, therefore, to suppose that there would be more frauds now than formerly if the courts were properly officered. With regard to the indexing of wills, no doubt that was of great importance; but Mr. Trevor, the officer of the Prerogative Court, stated that he could find the will of any one in the county in five minutes, and the name of any residuary legatee in ten minutes. There need be no trouble, therefore, in having a correct index of wills. He did not think it safe that wills probably drawn up by schoolmasters should be left in the care of persons in receipt of 25*s.* a week, when there was a probate tax of £900,000 out of which they could be sufficiently remunerated, which would induce them to transact the business in a manner agreeable to themselves, and with safety to the parties with whose interests they were intrusted.

Sir J. TROLLOPE hoped the House would not revoke the deliberate vote which it had already come to on two separate occasions.

Mr. AYRTON said it would be impossible to go on with the Bill unless the clause suggested by the Attorney-General was before the House.

In reply to Mr. WIGRAM, the ATTORNEY-GENERAL said that he thought it essential to the security of the Bank of England and other large concerns, that their stock should not be transferred without the additional security of a metropolitan probate.

Sir F. KELLY said he had given notice of a clause, the effect of which would be, that, upon probate or administration being granted by the registrar, no stock in the Bank of England (and he had no objection to add East India stock and railway shares) should be transferred under a country probate unless it was countersigned by the central officer in London.

Mr. WALPOLE said there were two questions before the House. One was, whether any limit should be put on the probate granted by the district registrars; and the other whether, with regard to funded property, a prerogative probate should not, in all cases, be required. He could not understand on what ground the Attorney-General would be able to maintain the Bill at all if he limited the amount of the district probate, because all the arguments which applied against granting probates of wills exceeding £3,000 equally applied to probates where the property was under that amount. The statement of Mr. Westhead —that with regard to property amounting to £10,000 there were no less than 2,000 wills proved in Chester and Yorkshire alone—struck him very forcibly, and showed clearly that the limit of £3,000 could not be justified on any principle. What he should suggest was, to maintain the clause as the House settled it the other evening, the more especially as the Attorney-General said the Government did not stand pledged to the limit of £3,000. As to the introduction of clauses into the Bill, so as to insure prerogative probate in all cases relating to funded property, he should give it his full support.

Mr. ELLICE (Coventry) regarded the measure as one of the most important proposed to Parliament for many years, and the country would view its failure with regret. But having some experience in the probate courts, he doubted whether, if anything like a limit of £3,000 was put on the district probates, it would not be better for the country to submit to the inconvenience of the present system. The business of the probate courts was better conducted than that of any courts in the country, and he never heard any complaint made against them, except that they were too many. It would be better to give the present practitioners the exclusive privilege of practising in these courts for some time longer, before admitting general practitioners, than to give them an indemnity where none was necessary.

Mr. MALINS said, that the principle of the Bill was, that there should be a limit to provincial probate, but that it should extend to every kind of property, therefore, he was surprised to hear the Attorney-General say that the limit should not be £1,500 as proposed, but £3,000, and that probate was not to cover £100 Consols, or a single share in a railway or in a joint-stock bank. If the district courts were fit to administer property of one description to the amount of £3,000, what was there to prevent them from administering property of another description amounting to only £100? He believed it was the law that if a man obtained probate of a forged will, and the Bank of England paid him money under the probate, that was a good and valid payment. He could not, therefore, concur in the principle that the Bank of England required protection.

The ATTORNEY-GENERAL.—The course taken by the Government was this. In order to accomplish what was represented to be a great good, and to give an opportunity to persons in humble circumstances to prove wills in their own districts, they departed from the true principle, which was, that all wills should be subject to that perfect registration which could be given by a general central registry in London. The general current of opinion in the report of the Commissioners was in favour of some concession being made, and accordingly a departure was made from that principle. The Government thought that £1,500 would be a proper and convenient limit for country probates. But the House had now come to a different understanding, and decided that there should be no limitation at all. Mr. Henley suggested an enlargement of the compromise, to which the Government acceded; and in order to meet that concession on one side, a concession was made on the other side that the country probate should not include funded property; and that understanding having been made, Mr. Malins now said that he could not see, what he thought must be plain to every one, why a distinction should be made between Consols and any other kind of property. The simple difference was, that a man might easily run away with a large amount in Consols, while he could not easily run away with more material descriptions of property. For his own part, if he were to express his individual opinion—which he gave up, however, in deference to that of others — he should frankly say that with regard to property locally situated in the country —he meant such property as agricultural stock, actual stock in trade, and so forth—there should be no limitation at all. With that expression of what he himself felt, he would only add that he should most unquestionably persevere in the course he had intimated, of opposing the motion that the clause as amended stand part of the Bill. But he did so on the understanding that he would bring up a new clause which would be considered, and he would not be obstinate with regard to the amount at which the limitation as to property should be fixed.

Lord PALMERSTON agreed with the Attorney-General as to the first question so distinctly put by Mr. Walpole; and it did at first appear to him that some limit ought to be fixed as to the amount of property locally situated; the general sense of the committee had, however, pronounced against it; and as the limit was not essential to the principle of the Bill, which was one of very great importance, and as it would be a very great evil if any difference of opinion as to what he would call the subordinate details should cause its postponement to another session; and as it appeared that they were ready to make mutual concessions—on the one hand, to agree that there should be no limit as to local property properly so called, exclusive of funded property; and, on the other hand, reserve the question of railway and other shares for future consideration—he did not think it would be worth while to put the committee to the trouble of dividing on the clause; he would, therefore, waive the motion for disagreeing to the clause. The new clause would be brought up in committee, and not on the report.

The clause was then agreed to.

On clause 51, as to the appeal from the County Court, Mr. MALINS said, this clause gave the appeal from the County Courts to any court of common law. He thought it would be better to give the appeal to the Court of Probate; it would be more consonant to the principle. He moved to insert the words, "Court of Probate, whose decision shall be final." In properties of small amount one appeal would be sufficient.

The ATTORNEY-GENERAL was quite prepared to agree to the amendment, but he wished to consider how it had best be carried into effect. In the Act referred to in the clause, the mode of appeal from the County Courts was extremely simple, and he would wish to preserve the same mode.

The amendment was then withdrawn, on the understanding that the Attorney-General would bring up a clause to carry it into effect.

The clause was then agreed to, and clause 53 was struck out.

On clause 85, Mr. W. H. ADAMS hoped that the Attorney-General would consider the propriety of increasing the salaries of the clerks of the county courts, now called registrars, in consequence of the additional work that might be thrown upon them by this Bill.

Sir W. HEATHCOTE said that last year, when the salaries of those officers was augmented, there was a general feeling that they were too high.

The ATTORNEY-GENERAL received the impression from the debate last year that the condition of the servants was better than that of the masters; he looked on the decision then arrived at as a proof of the influence exercised over certain members by the country attorneys—an influence which had been further exemplified that evening.

Mr. SPOONER believed that the influence of country attorneys was not so excessive with those on his side of the House as the Attorney-General supposed.

Mr. CAYLEY thought the remark of the Attorney-General, with regard to the influence of country attorneys upon hon. members, was scarcely justifiable. What was it but the influence of the London attorneys and the proctors that had prevented such a Bill as that now under consideration from being carried many years ago?

In reply to a question from Mr. SPOONER, the ATTORNEY-GENERAL observed that the fees of the judges and registrars of the county courts would be regulated by the Lord Chancellor; and when there had been sufficient experience of the working of the system, the question would, no doubt, undergo further consideration.—The clause was then agreed to.

On clause 86, relating to the taxation of costs,

Mr. HADFIELD wished to know what was included in the term "costs," whether there was to be a table of fees for the business actually done, or whether, in addition to paying the probate, legacy, and succession duties, parties were to be taxed for the

benefit of the proctors, the registrars, and the Rev. Robt. Moore. The principle of an *ad valorem* duty was most unjust, and tempted persons to evade the proving of wills. The proctors were the only class of persons who had sought for compensation as a profession.

The ATTORNEY-GENERAL said, the question before the committee was whether the rule which had hitherto been beneficially observed as between attorney and client should be extended to the case of proctors and those who resorted to them—he meant the rule that costs should be subject to taxation. What the scale of costs should be was a very important question to be determined hereafter. Whatever compensation the House gave must come out of a fee fund to be created by the costs which would be imposed.

Mr. W. W. HODGSON asked what the scale of fees would be, and whether the Attorney-General would lay it on the table?

The ATTORNEY-GENERAL said the scale of fees would require a great deal of attention on the part of the Lord Chancellor; and he could not undertake to lay it on the table. As he had before stated, the fees to be charged must depend on the amount of compensation to be given.—The clause was then agreed to.

On clause 87, Sir H. WILLOUGHBY inquired whether any of the compensation was to come out of the Consolidation Fund?

Mr. MALINS said, in his proposals he certainly did not contemplate taking a single farthing out of the Consolidated Fund; neither should he propose any addition to the existing charges. What he desired was the continuance of the existing charges for a certain period.

The ATTORNEY-GENERAL said the fees would be so regulated as to provide, if possible, an adequate compensation fund; but as to the other charges, although they would primarily come out of the fee fund, yet, the payments being of a permanent character, if there were any accidental deficiency in the fee fund, it would be charged on the Consolidated Fund.

Mr. ROLT observed that the business of the Court of Probate was carried on at present in buildings belonging to the College of Advocates. He thought that clauses should be inserted in the Bill, enabling the college to dispose of their property.

Sir J. TROLLOPE suggested that wills should continue to be deposited in Doctors' Commons.

The ATTORNEY-GENERAL said that opportunities were presented for the deposit of wills in unoccupied fire-proof chambers at Somerset-house. The Registrar-General had furnished him with plans, which showed at how little expense all the wills in London and the country might be stored and arranged there, where they would be in immediate connexion with that great store-office of statistical information, and the office for the registration of births, deaths, and marriages. He hoped to see all the wills in the country so arranged at Somerset-house that they might be at all times referred to and inspected. With regard to the court itself, it was no doubt very desirable, if not absolutely essential, that it should have its local habitation in Westminster-hall, and one result would be that the advocates would follow the court. A great part of Doctors' Commons belonged to the Faculty of Advocates, which they had a right to dispose of; and if Mr. Rolt would propose clauses with a view to the attainment of that object, they should have his best consideration.

Sir F. KELLY said, he presumed the Attorney-General meant only copies, so far as country wills were concerned, to be deposited in Somerset House.

The ATTORNEY-GENERAL said, he regretted very much that country wills must remain in the country, because he thought the retention of them there prevented the collection of a great body of valuable information. The building of suitable depositaries in the country was contemplated in the Bill.

Mr. WESTHEAD observed, that he had given notice of an amendment which he intended to move on the bringing up of the report, that wills proved in any district court should be deposited in that court.—This and the last clause (88) of the Bill were then agreed to.

The committee then proceeded to consider the additional clauses.

On the clause fixing £4,000 a year as the salary of the judge,

Sir F. KELLY said that this judge would be precisely in the same position as the vice-chancellors and the common law puisne judges. He proposed, therefore, to limit the salary at £5,000.

Mr AYRTON thought the amendment ought not to be pressed.

The ATTORNEY-GENERAL said, there was a provision in the Bill increasing the salary of the judge in the event of certain other duties being undertaken by him, when he would receive the same salary as the other judges. The Government had gravely considered the subject, and he trusted, therefore, that the committee would pass the clause as it stood.—The amendment was negatived.

A clause providing an additional salary in case of the judge of the Court of Probate filling the office of judge of the Admiralty Court was agreed to.

The next clause, enabling the Crown to grant a retiring pension of £2,000 in case the salary of the judge stood at £4,000, and a pension of £3,500 in case it stood at £5,000, was, after some discussion, also agreed to.

On a new clause being proposed to regulate the amount of stamp payable on admission to practise in the Probate Court,

Sir F. KELLY renewed his question as to the retiring pension of the present judge of the Prerogative Court.

The ATTORNEY-GENERAL said that it was impossible to give an answer to the question. If the judge of the Prerogative Court should decline to accept office under this Bill, most probably the House would deal with him as liberally as they dealt with the Masters in Chancery a few years ago.

Sir F. KELLY thought that some provision should be inserted in the Bill against the contingency of Sir J. Dodson deciding against accepting office under it.

Mr. MALINS said that if Sir J. Dodson should decide on not accepting the new judgeship to be created under this Bill, as his office was abolished for public convenience, it would be contrary to all principle if the same Act which abolished the office did not secure him proper compensation. The point was one which ought to be left in no doubt.

The ATTORNEY-GENERAL said he would press the matter upon the attention of the Government; and if they took the view which had been just expressed, he would bring up a clause in accordance with that view.—The clause was then added to the Bill.

Upon a new clause being brought up, providing that the judge should fix a table of fees to be taken by officers of the court and by officers of county courts,

The ATTORNEY-GENERAL (in answer to Sir F. Kelly) said he proposed to postpone for the present the question of compensation until they knew the amount of business likely to be transacted in the new court; so that the clauses proposed to be inserted by Mr. Malins respecting the case of the London proctors, and the clause proposed by Lord Goderich as to the proctors of York and Chester, would be considered at the same time. The whole amount of compensation provided for under the Bill could not, as he supposed, exceed £30,000 or £40,000 a-year—an insignificant sum compared with the advantage to be gained from the reduction of the fees.—The clause was then added to the Bill.

Additional clauses, enacting that fees should be paid by stamps, and not by money, that they should be paid to the testamentary fee fund account, and giving power to provide for incidental expenses, were also adopted.

A new clause, providing that persons receiving compensation should continue to discharge the remaining duties of their offices, was adopted.

A clause protecting the interests of Viscount Canterbury was likewise added to the Bill.

On the proposition to add a new clause, providing that the registry of the Prerogative Court of Canterbury should vest in the registrars of the court,

Mr. HADFIELD took occasion to remark that Mr. Moore, the present possessor of the office, had received £8,000 a-year for fifty or sixty years. His successor in reversion was Lord Canterbury, and the present Archbishop of Canterbury had done what Archbishop Howley had refused to do, and had appointed his own son, a young gentleman of twenty-five years of age, to succeed Lord Canterbury. So that there was a registrar in possession while there were two in reversion. Were all these gentlemen to be compensated out of the fees raised from widows and orphans? Had the archbishop's son any interest in this office, and had he a claim to compensation?

The ATTORNEY-GENERAL said, the appointment of one of the relatives of the present Archbishop of Canterbury as a reversioner in expectancy in succession to Lord Canterbury, was not recognised by the present Bill as entitling him to compensation.

Mr. COLLIER recommended the clause to be postponed, and to come up with the other compensation clauses; which was agreed to.

Upon schedule A, Sir J. JOHNSTONE proposed that York should be the place for the district registry of the whole of Yorkshire, instead of York for the West Riding (excepting the Leeds district), Richmond for the North Riding, and Hull for

the East Riding. He supported his amendment upon the ground of economy, because a registry existed at York; and upon the ground of convenience, because York was the nucleus of a number of railways.

Viscount GODERICH said the population of the North and East Ridings was 400,000, while the population of the West Riding was 1,300,000. The average population of these districts was between 300,000 and 400,000; and he, therefore, hoped the committee would allow the West Riding to be a district of itself. The city of York was not within the West Riding at all; and it would be an act of injustice, which he was certain the Government would not commit, to inflict so great a hardship upon the large population of the West Riding as to compel them to go to a place at the very extremity of their frontier, and which was by no means easy of access.

Mr. B. DENISON said, if you were separating the county into three divisions for the purpose of selecting three places of registry, undoubtedly Wakefield, Beverley, and Northallerton ought to be selected; but for public convenience and safe deposit of wills, no place could be so well adapted as the city of York.

The ATTORNEY-GENERAL thought it not very reasonable to say that the inhabitants of all the populous districts throughout the county should be compelled to go to York, and, therefore, could not concur in the proposition that the sole registry should be in that place.

Upon a division the numbers were:—For the amendment, 67; against it, 177: majority, 110.

Mr. CHARLESWORTH proposed to leave out from schedule A the words "excepting the Leeds district;" which was assented to.

Mr. CHARLESWORTH also proposed to substitute Wakefield for York as the place of district registry for the West Riding.

"Wakefield" was inserted in the place of "York" in the schedule, and "York" was inserted in lieu of "Richmond and Hull."

On the motion of Mr. ROEBUCK, the words "parish or county court district of Leeds" were struck out.

Ipswich stood in the schedule as the place of registry for the county of Suffolk and north division of the county of Essex; but

Earl JERMYN moved that Bury St. Edmund's, which had been a place of registry for centuries, might continue so under the Bill, and be the place of registry for the western division of the county of Suffolk, and Ipswich that for the eastern division of the county of Suffolk and north division of the county of Essex.

The ATTORNEY-GENERAL consented to the amendment.

Sir F. KELLY opposed the amendment, on the ground that it went to multiply district registries and officers unnecessarily, and consequently compensation.

On a division the numbers were—For the amendment, 151; against it, 53: majority, 98.

Amendments were then moved, that new district registries should be inserted in the schedule—viz. Colchester, for the northern district of Essex; a separate registry for the counties of Monmouth and Glamorgan; and Plymouth, for the southern district of Devon: which were negatived, and the schedule was agreed to.

On the motion of the ATTORNEY-GENERAL, the House having resumed, the Chairman reported progress.

Monday, July 13.

FRADULENT TRUSTEES, &c., BILL.

On the further consideration of this Bill, as amended,

Mr. BUTT moved the omission of the 10th clause, which he submitted would not only be mischievous in its immediate effects, but would establish a principle of most dangerous application. Hitherto no person had been compelled to answer a question that might tend to criminate himself. It was true the clause provided that the answers given on interrogatories should not be used against a party in a criminal proceeding, but interrogatories might be framed for the purpose of finding evidence against him.

The ATTORNEY-GENERAL said Mr. Butt had mistaken the object of the clause. What he proposed was, that a trustee, being already bound by civil contract to answer faithfully and fully every question which might be put to him concerning the use which he had made of the property intrusted to him, when he had committed a crime by stealing some of that property, should not afterwards be allowed to set up his theft as a defence to a civil suit in which he was required to make a full discovery. The clause was intended to apply to proceedings in a court of equity.

The amendment was negatived without a division.

The ATTORNEY-GENERAL said that the 20th section had been postponed. The preceding clause declared that no prosecution should be proceeded with until the matter had been brought before a judge of one of the superior courts, or the Attorney-General, or the Solicitor-General, &c. The committee thought it might be desirable that the accused party should have a hearing, and, in order to meet its view, he proposed the following words:—"But he"—that is, the judge, or the Attorney-General, or the Solicitor-General—"shall in every case give the party accused an opportunity of answering the charge, where the same can in his opinion be done with a due regard to the interests of justice."

The amendment having been agreed to, the Bill was ordered to be read a third time on Monday next.

THE DIVORCE BILL.

In reply to Mr. HENLEY, Lord PALMERSTON said it was the present intention of the Government to bring on the Divorce Bill next Monday.

Tuesday, July 14.

GRAND JURIES (METROPOLITAN POLICE DISTRICT) BILL.

On clause 1, Mr. BOWYER moved that the chairman should leave the chair. He objected to the Bill, that it abrogated a part of the British constitution. The only argument in favour of the Bill was that the present system produced inconvenience to the City of London; but a Bill of this kind went not to remedy, but to destroy. Blackstone, in vol. 4 of his Commentaries, spoke of the grand jury as a barrier between the subject and the accusations against him, and he deprecated any attack on the institution of grand juries. Though casual inconveniences might arise, we ought not to shut our eyes to the advantages which we derive from the system of grand juries. It was said that indictments were found against parties behind their backs, but this might be obviated by providing that no indictment should be found without notice given to the party accused. Again, it was said that witnesses who appeared before the grand jury were sometimes bought off; this might be remedied by binding them over to appear. One part of this inconvenience was owing to our having no public prosecutor; but, seeing the example of Ireland, we ought not to abolish grand juries until we had tried the system of public prosecutors. If grand juries were abolished in London, it would follow as a necessary consequence that they would be abolished in every county in England.

Sir F. THESIGER said it had been sought by Mr. Bowyer to raise a prejudice against the Bill by referring to ancient names; but what would Blackstone have thought of the institution of County Courts? Committees on this question had repeatedly stated that the inquiry of grand juries was unnecessary where a previous examination had taken place before a magistrate. Grand juries themselves in the metropolitan district had given in presentments to the like effect. The publicity of the existing police-courts was such as to protect any one against a false charge, for every one might be as well informed of what took place there as though he himself had been present. The accused was confronted with his accuser; and a magistrate, carefully selected from the legal profession, was empowered to determine whether there were grounds for putting him on his trial. At present a new tribunal was interposed, who had heard nothing of the case before, and whose inquiry was a secret one, to decide whether the magistrate had done right in committing the accused party for trial. If they found a true bill, and sent the party for trial, they merely indorsed the judgment of the magistrate; but if, from the imperfect nature of the inquiry, or their mistake as to their duty, they threw out the bill, the greatest possible mischief resulted, not only to the public, but to the party accused.

Mr. AYRTON supported the objection to the Bill taken by Mr. Bowyer. In a question of public liberty, what confidence could be placed in a stipendiary magistrate—a mere creature of the Home-office? The strongest argument in favour of this Bill was, that it would prevent parties from preferring bills of indictment against others without notice; but so long as the Court of Queen's Bench retained the power of finding such indictments, where was the remedy? What was more, the Bill provided that the Attorney-General might indict parties without information, oath, or affidavit. With the abolition of grand juries, the nation would lose the right of impeaching a Minister of the Crown, and then what would become of the national liberties?

Mr. M'MAHON said the Bill ought not to be made to extend to the whole of the metropolitan district, because there were not stipendiary magistrates in the whole of the district, as in the

City of London, where the aldermen administered justice in their way, and in Essex. The stipendiary magistrates were doubtless honourable and upright men, and did their duties admirably; but they were all dependent on the Crown, and the people of this country had always held that their liberties should be independent of the servants of the Crown. In the City of London, the only safeguard of the subject was the grand jury; for parties committed by the aldermen sitting as magistrates, were tried by a judge appointed by those very aldermen. It might be well enough to exempt ordinary charges of larceny and burglary from the inquiry of a grand jury, but any higher charge ought to be differently dealt with. The power given by this Bill to the Attorney-General was perfectly frightful; he might put any person on his trial for treason or any other crime, without any previous notice or proceeding.

Mr. COBBETT thought the change proposed by the Bill would be disadvantageous to the country in many respects. All the reasons alleged against grand juries in London were equally applicable to grand juries generally; therefore what became of the distinction? It should be borne in mind that grand juries at sessions and assizes received instruction from the judges as to any changes that had been recently made in the law, and thus went back better informed men than they came. For years great efforts had been made to soften the criminal code of this country, but the Legislature remained unmoved until a representation was made by a grand jury of London (which this Bill would abolish) against the barbarism of our criminal code, which hanged men for stealing a one-pound note.

Mr. BAINES did not think that this Bill went to subvert the grand jury system generally, or he would vote against it. Even Mr. M'Mahon was willing to do away with the inquiry of grand juries in cases of common larceny; and he had no doubt that in the metropolitan district generally it would improve the administration of justice. It was said that Mr. Justice Willes had expressed an opinion unfavourable to this Bill; but that learned judge had had little experience in the administration of criminal justice in the metropolitan district. Judges who had sat from time to time on the Bench of the Central Criminal Court, and especially the late Recorder, Mr. Wortley, strongly recommended the provisions of this Bill. On the part of the Government, he hoped that the House would agree to go into committee.

Mr. BRISCOE said that the argument of Sir F. Thesiger, if good for anything, was equally applicable to the abolition of grand juries generally throughout the country, and to that he could not consent.

The SOLICITOR-GENERAL said that if he supposed this Bill went to abolish grand juries throughout the country as well as at the Central Criminal Court, it should not on any consideration have his support.

Mr. HENLEY could not understand the extraordinary distinction which was attempted to be drawn between the metropolis and the country. If they abolished the grand jury, the petty jury would be next attacked; and there might be strong reasons adduced why the decision of a judge would be preferable; but he did not imagine that the House would ever consent to the removal of that bulwark of the constitution which our system of trial by jury supplied.

The committee then divided.—For the motion, 80; against it, 187: majority, 107.

On the question that clause 1 do stand part of the Bill, Mr. M'MAHON moved that the clause should be postponed, in order that it might be altered to the effect that grand juries should only be summoned twice a year in London.

Sir F. THESIGER said that those who objected to the power which the Bill gave to the Attorney-General seemed to be ignorant of the power of that officer. It was in his power, in the case of any indictment, to enter a *nolle prosequi*; and where there was an evident desire on the part of the prosecutor to keep the matter hanging over the party accused, the Attorney-General would do, as he (Sir F. Thesiger) had done during his short official existence, direct a *nolle prosequi* to be entered. He had no apprehension of the police magistrates not doing their duty; he did not imagine that any of them would be bold enough to refuse to direct a prosecution because it might be obnoxious to Government.

Mr. AYRTON said, he should oppose the Bill on every clause and every word. The leading argument in favour of the Bill was that the stipendiary magistrates of the metropolis carefully sifted every case before them; but to pass such a Bill would be an indirect censure on the justices of the country. The hon. gentleman continued speaking until a quarter to four, when the debate was adjourned by the standing orders.

Wednesday, July 15.

JUDGMENTS' EXECUTION, &c., BILL.

The House went into committee on this Bill.

Mr. MAGUIRE threatened to resist the Bill pertinaciously if it were pressed further. He and those who acted with him were quite resolved that the Bill should not pass this year.

The LORD ADVOCATE recommended that the Bill should be withdrawn, while he regretted the fact of an opposition based on no intelligible principle.

Mr. SPOONER said the opposition did not come from Irish members only, but from English also. He was convinced that it would open a wide door to collusive judgments.

Mr. CRAUFURD said, the Bill had been approved of by the law officers of the Crown and by the House, and it was only not the law in consequence of the opposition which the forms of the House enabled the Irish members to give to it. However, considering the period of the session, and the opposition that was still given to the Bill, he would now withdraw it; but he would introduce it in the next session.

MARRIED WOMEN BILL.

On the motion for the second reading of this Bill,

Sir. J. Y. BULLER (in the absence of Mr. Malins) moved that it be read a second time this day three months.

Sir E. PERRY said, he did not hope to pass the Bill this session, but if the Divorce Bill was rejected, he would seek to have another day's discussion on it.

The House then divided:—for the second reading, 120, against it, 65; majority, 55.

The Bill was then read a second time.

Thursday, July 16.

THE COMMON LAW COURTS COMMISSION.

Mr. WARREN said, he wished to receive some authentic information as to the conclusions at which the Commissioners had arrived. It was reported that York and Liverpool were to be taken from the northern circuit, that an assize was to be established at Manchester, and that there were to be three assizes for civil business wherever there were now three for criminal. He wished to know whether the Government proposed to carry out the intended changes of their own authority as representing the executive, or whether they would ask for the sanction of Parliament?

Sir G. GREY said he had that day seen a member of the commission, who informed him they were engaged in considering their report, and hoped to be able very soon to present it to her Majesty. When that was done he had no doubt he should receive instructions to lay it on the table of the House.

Sir J. PAKINGTON said, Mr. Warren had received very erroneous information as to the conclusion of the commission. They had agreed to the heads of a report, which was now being drawn up.

FRAUDULENT TRUSTEES &c., BILL.

This Bill was read a third time, and passed.

PRIVATE BILLS.—(*From a Correspondent*).

FRIDAY EVENING.

During the present week there has been almost a dead calm in private business, and, with the exception of the Committee on the Shropshire Union Railway and Canal Bill, the Peers have been making holiday. This Bill was passed on the 14th, leaving the remainder of the week a blank. All the bills which had not passed Standing Orders in the Lords were disposed of, and will be read a second time before the 22nd of July, which will be the last day for second readings. On the whole, the decisions of the Commons Committees seem to have given pretty general satisfaction, if we may judge from the absence of grumbling, which is a good test.

There appears to have been a desire to discourage poaching on the fair rights of existing companies; and, considering that there has been no less a sum than £300,000,000 sunk in railways, it is almost time that the course taken by the present committees should be universally acted upon.

It is hardly necessary to mention the fact, that the Rogue's Bill (Great Northern Capital) was passed triumphantly by Mr. Beckett Denison's party. But no one who takes up the *Times* can help observing that the fight is raging in the columns of that paper, if anything, more fiercely than in Parliament. Two Committees on Opposed Bills will sit on Monday next in the Lords; but we shall reserve our notice of them until we see whether any new features are brought out in the Lords which did not come to light in the Commons.

ELECTION COMMITTEES.—(*From a Correspondent.*)

FRIDAY EVENING.

The decisions of the Committees up to this point have, we presume, influenced nervous petitioners, for a great many petitions have been withdrawn within the last few days. The Irish cases teach us best what we may *not* do at elections. We find, on reviewing the evidence given before the Galway Committee, that it was not lawful for Dr. James Valentine Brown to seal the voters' cards after giving their votes, and send the voters on to one Oliver, a baker; nor was it lawful for the said Oliver to let his outhouse to an invisible man, who (as was stated last week) telegraphed with two fingers through a hole in the wall; nor was it lawful for the free and independent voter to put his sealed card within those telegraphic fingers, and receive back bank notes. The Committee very properly came to the decision that this process could not have gone on for so long a time unless Dr. Valentine Brown and Oliver, the baker, had acted in concert with the telegraphic fingers, and consequently they reported thirteen cases of bribery; but, as usual, the sitting member slips from the grasp of justice. The House of Commons, however, appear disinclined to let the matter drop, as a motion was carried on Thursday night for laying all the papers in the Galway election before the House.

MAYO.—From the proceedings herein we learn a little more election law. It is spiritual intimidation for a party of bishops to sign a pastoral letter to the priests, and for those priests to make use of awful blasphemies for political purposes, and call down the vengeance of heaven on those who vote contrary to their wishes. The most extraordinary theory possibly ever broached in an election committee was insisted on by John of Tuam as legitimate, which was, "that he the titular archbishop considered it quite right and proper that a man should *not* vote *except with his priest's consent.*" As regards the pastoral letter, and M'Hale's evidence in denial of his having authorised, or being cognisant of its publication, the committee clearly did not believe his testimony. The committee not only unseated Mr. Moore, who, like many of his fellow victims, pleaded ignorance, and was acquitted on his plea, but have in their report advised that the House shall take steps against the Rev. Peter Conway and the Rev. Luke Ryan, who have been the main movers in the iniquitous and disgraceful proceedings at Mayo. It is rather strange that the House of Commons, with its known jealousy in all matters affecting breach of privilege, should not take some steps of their own against those who ill treated the witnesses on their return. The result must be, that no man who has not iron nerves will ever dare to speak the truth in an Irish election committee, and the little truth which does come out in those tribunals will be extinguished.

BATH.—After a most tedious scrutiny and opposition on the usual points of bribery and corruption, Mr. Tite, the sitting member, has been declared elected by one vote. One peculiarity attended the investigation, which was that in trying a case of bribery, it came out that the petitioner's (Mr. Way's) proposer, was the *bribing* party, and, consequently, two votes were struck off at once—those of the briber and bribee.

BURY ST. EDMUNDS.— The committee have reported in favour of the sitting member retaining his seat. They have, however, reported several cases of bribery and treating, and express their opinion that the evidence generally was most unsatisfactory, and disclosed venality amongst many of the electors. The sitting member escapes with a qualified acquittal, inasmuch as the report states that the man against whom bribery was proved, was *not* called before them to rebut the evidence of bribery and treating; and the committee were not entirely satisfied that he had such authority as to call upon them to make the sitting member responsible for his acts.

LAMBETH.—This case was made very short work of. The sitting member, Mr. Roupell, gave evidence which left apparently no doubt in the minds of the committee, that the petition was presented for the sole purpose of extorting money; and accordingly they have reported that the petition was frivolous and vexatious, and the parties will have the pleasure of paying *all costs.*

The committees on the Maldon, the Falkirk, and the Weymouth election petitions respectively, have commenced their sittings, but there is nothing of special importance to communicate. It is the old story of beer, beef, money, or influence.

Birth, Marriages, and Deaths.

BIRTHS.

MACRAE—On July 11, the wife of David C. Macrae, Barrister-at-Law, of a daughter.

STONE—On July 14, at Penge, Surrey, the wife of Henry Stone, Esq., of the Inner Temple, of a daughter.

SWETENHAM—On July 13, at Camyr Alyn, Denbighshire, the wife of Edmund Swetenham, Esq., Barrister-at-Law, of a son.

WARD—On July 13, the wife of Edwin Ward, of the Inner Temple, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BOWYER—WOOLMER—On July 16, at St. George's, Hanover-square, by the Rector, William Bowyer, Esq., second son of Sir George Bowyer, Bart., of Radley-house, Berks, and Denham-ct., Oxford, to Ellen Sarah Woolmer, younger daughter of Shirley Woolmer, Esq., of the Middle Temple, Barrister-at-Law.

CECIL—ALDERSON—On July 11, at the district church of St. Mary Magdalene, by the Lord Bishop of Oxford, the Lord Robert Gascoigne Cecil, M.P., to Georgina Caroline, eldest daughter of the late Hon. Baron Alderson.

HUGHES—WEBB—On July 9, at St. Mary's Church, Cheltenham, Richard Deeton Hughes, Esq., of Lincoln's-inn-fields, London, to Amelia, youngest daughter of the late Thomas Webb, Esq., of Teddington-house, Warwickshire.

NEWMAN—PAINE—On July 14, at the Church of St. Nicholas, Brighton, by the Rev. H. V. Elliott, M.A., Francis Browne, second son of the late Robert Finch Newman, Esq., City Solicitor, to Sophia Elizabeth, youngest daughter of Cornelius Paine, Esq., of Kemp-town.

WESTELL—KNAPP—On July 11, at All Souls' Church, St. Marylebone, Frederick Westell, Esq., Solicitor, Witney, Oxfordshire, to Miss Knapp, only daughter of the late John Knapp, Esq., Foley-street, Portland-place, London.

DEATHS.

EDWARDS—On July 14, at Brook-house, Ross, Herefordshire, Thomas Edwards, Esq., Solicitor, of that town, aged 63.

LAVIE—On July 13, in the 58th year of his age, Germain Lavie, Esq., Frederick's-pl., Old Jewry, and 12 Queen-square, Westminster.

PHIPPS—On July 11, at 5 Montpelier-row, South Lambeth, after a long illness, Thomas Phipps, Esq., Solicitor, in his 36th year.

TEED—On July 8, at Tunbridge-wells, Louisa, the wife of John Godfrey Teed, Esq., Portman-square and Lincoln's-inn, Q.C.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ATLESFORD, Right Hon. AUGUSTA SOPHIA Countess of, deceased, wife of HENEAGE Earl of ATLESFORD, £60 : 9 : 6 Reduced.—Claimed by Right Hon. HENEAGE Earl of ATLESFORD, administrator.

BRODRICK, CHARLES, Queen Ann-st., Esq., and FRANCES TOLLET, Brighton, Widow, £358 : 16 : 11 Consols.—Claimed by Right Hon. CHARLES Viscount MIDLETON (formerly CHARLES BRODRICK, Esq.) the survivor.

ELWES, ROBERT, Colesbourne, Gloucestershire, Esq., £42 : 9 : 5 Consols.—Claimed by ROBERT ELWES.

FELLOWES, WILLIAM HENRY, jun., Ramsey Abbey, Hunts, Esq., £105 : 10 : 5 Consols.—Claimed by EDWARD FELLOWES, administrator.

FREESTONE, THOMAS, deceased, Irchlingborough, North Hants, Farmer, £253 : 13 : 9 Consols.—Claimed by THOMAS FREESTONE, sole executor.

HERRIES, ROBERT, Lynemouth, Devon, Esq., and Sir WALTER ROCKLIFF FARQUHAR, St. James's-st., Middlesex, Bart, £131 : 9 : 8 Consols.—Claimed by Sir WALTER ROCKLIFF FARQUHAR, Bart., the survivor.

MALE, ARTHUR SOMERY, St. Peter's College, Cambridge, Esq, £42 : 14 : 4 New 3 per Cents.—Claimed by ARTHUR SOMERY MALE, Clerk (formerly Esq.).

MOLYNEAUX, Right. Hon. WILLIAM Viscount, JOHN MADOCKS, Glangwern, Derbyshire, Esq., WILLIAM LACON CHILDE, Wrickwardine, Shropshire, Esq., and EVELYN JOHN SHIRLEY, Eatington-pk., Warwickshire, Esq., £177 : 10 : 11 Consols.—Claimed by WILLIAM LACON CHILDE, the survivor.

NUTT, JUSTINIAN, Esq., JOHN WILLIAM ARENGO CROSS, Esq., the Rev. ROBERT JOHN ROLLES, and Rev. JOHN ASKEW, all of Cheltenham, £52 : 15 : 2 Consols.—Claimed by JOHN WILLIAM ARENGO CROSS, Rev. ROBERT JOHN ROLLES, and Rev. JOHN ASKEW, the survivors.

OLIVER, THOMAS, Stock-exchange, Gent., deceased, £34 : 10 per annum Annuities for terms of years, and £6 per annum Long Annuities.—Claimed by MARY ANN OLIVER, spinster, administratrix.

PINNEY, WILLIAM, Somerton, Somersetshire, Esq., £157 : 10 per annum Long Annuities.—Claimed by WILLIAM PINNEY.

ROGERS, HENRY, Yalding, Maidstone, Kent, Farmer, £225 New 3 per Cents.—Claimed by HENRY ROGERS.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

ELLIOTT, SARAH (who died on the 1st of March, 1857), late of 8 Nursery-row, Lock's-fields, Walworth, Surrey, Spinster.—Next of kin who claim to participate in the distribution of the estate are requested to forward, within one calendar month from this day, the full particulars, with documentary evidence in support of their claim, for inspection and approval, to Jacobs & Forster, 6 Crosby-sq., London, the solicitors of Henry Edwards and George Frederick Elliott, the administrators.

GREEN, ABRAHAM, Watchmaker, Barnet, deceased; MARTHA ROWBOTTOM, wife of Mr. ROWBOTTOM, Sawyer, Bushey, Herts; JANE WILLISON, deceased, formerly the wife of Mr. WILLISON, of Southgate, Middlesex; being parties named in will of WILLIAM GREEN (who died in Jan. 1857), 21 Robinson's-row, Kingsland.—Next of kin are to come in and prove their claims on or before Nov. 2, at Master of the Rolls' Chambers.

RUDLAND (not *Rutland*, as advertised in the *Gazette* of the 10th inst.).—Vide ante tit. "Heirs at Law," &c., p. 639.

Money Market.

CITY, FRIDAY EVENING.

The disastrous intelligence from the East Indies has caused great dulness and a gradual depression in the English Funds throughout the week, resulting in a fall in Consols of about one per cent. The directors of the Bank of England at their

meeting held yesterday, resolved to lower the rate of discount from 6 to 5½ per cent. Foreign Securities have been in active demand, but without any material variation in price. The resolution of the Bank Directors has led to corresponding changes in Lombard Street in regard to the rate of discount and interest on deposits. Money is in sufficient supply, but the expectation that the contest in the East Indies will occasion a large defalcation in local revenue, together with a very heavy outlay, prevents almost entirely any material improvement in the money market.

According to a statement recently issued by Mr. James Lowe, the shipment of specie from England to India, China, Egypt, and Malta, for the half year just ended, reached £8,760,641, while from the Mediterranean ports an additional sum was sent of £1,845,399, making an aggregate of £10,606,040, of which the whole was silver, excepting £116,700. The arrivals of specie during the week have amounted to about half-a-million, a large proportion of which is reported to have gone to the Bank of England. From the Bank of England return for the week ending the 11th July, 1857, which we give below, it appears that the amount of notes in circulation is £19,962,215, being an increase of £493,680; and the stock of bullion in both departments is £11,592,160, shewing an increase of £75,304 when compared with the previous return.

Several meetings of joint-stock banks have been held this week, at which the communications reported to the shareholders are of a nature to re-assure confidence in the business of banking as a profitable employment of capital. These favourable reports are more satisfactory as coming soon after the unfortunate and disgaceful disclosures relative to the management and results of joint-stock banks, which, during twelve months, have attracted so large a share of public attention.

At the half-yearly meeting of the London and Westminster Bank, on Wednesday, a dividend and bonus was declared at the rate together of 18 per cent. per annum, free of income-tax. It is proposed and agreed to let the rest, or surplus, accumulate by the addition of 5 per cent. yearly upon its capital, and also to add any unappropriated profits at the close of each year until it shall reach £250,000. Also that £10,271 balance of profit and loss, after payment of the present dividend, shall be carried forward to meet liabilities extending over the succeeding six months, and to provide for the contingency of reduced profits during that period. It was stated that there is an increase in the deposits amounting to nearly £2,500,000, proving the confidence reposed in the Bank by the public..

At a meeting of the Union Bank of London, held on Wednesday, the dividend declared was 5 per cent., with a bonus of 7½ per cent., making, with the 7½ per cent. distribution in January, a total of 20 per cent., free from Income-tax, for the year. The Chairman stated that it was not intended to declare a dividend at that rate unless the profits should be sufficient to make, in addition, the usual provision for the reserved fund. The present addition to the reserved fund is 2½ per cent. on the paid-up capital, making it amount to £150,000. The directors indicate an intention to limit in future the dividend and bonus to 20 per cent. per annum as a maximum, after making due provision for the reserved fund, and to carry all surplus above the dividend declared to the credit of the reserved fund until it shall amount to £250,000, when the directors will submit a proposal for capitalising a portion of it by making an addition to each share.

At the meeting of the City Bank a dividend was declared at the rate of 5 per cent. per annum, with a bonus of 10*s.* per share, both free of Income-tax, making, with the dividend paid for the preceding six months, a total distribution of 6 per cent. and the reserved fund is raised from £10,000 to £28,000. It was also resolved to carry forward the sum of £2,174 to the profit and loss account of the current half-year.

One of the main points of the business of a banker is supposed to be, in the first place, to transact a large portion of his business without any profit; and in the second place, to find opportunity for making large profits without the necessity of employing any capital of his own, in other words, by employing the deposits of his customers. And herein may be understood the mode in which we have seen, on the one hand, the paid-up capital of several banks all dissipated; and, on the other hand, the steadily-growing wealth of bankers doing only very moderate business, and the large dividends of profit which some remarkable examples have just now made apparent.

In this view, the test of success or failure seems to lie in correctly adjusting the amount of business to be done without profit, and the proportion of deposits which may be safely engaged in the money market, together with the degree of risk that may be incurred.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	214	213 14½	...	213 15	...	...
3 per Cent. Red. Ann.	92½ ⅝ ½	92½ ⅝ ⅝	92½ 2	91⅞ ⅝	91⅝ ⅜ ½	91½
3 per Cent. Cons. Ann.	92⅝ ½ ½	92⅝ ½	91⅞ 2	91⅞ ⅝ ½	91½ ⅝ ⅝	91⅝
New 3 per Cent. Ann.	92⅝ ⅝ ½	92⅝ ½	92½ ⅝ ⅝	92½ ⅝	91⅝ ⅜ ⅝	91⅝
New 2½ per Cent. Ann.	76	...	...	76	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	2 7-16	2 7-16	...	2⅛	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	15¼	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	18⅛	18⅛	...	18 1-16	...
India Stock	...	...	213 15	...	212½ 16	216
India Bonds (£1,000)	...	...	...	20s. dis.	10s. dis.	...
Do. (under £1,000)	...	15s. dis.	10s. dis.	20s. dis.	...	15s. dis.
Exch. Bills (£1,000) Mar.	3s. dis.	3s. dis.	par	par	par	par
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	par	3s. dis.	1s. pm.	par	par	par
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	4s. pm.	4s. pm.	4s. pm	4s. pm.	4s. pm.	3s. pm.
June	...	...	par	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	98⅝	98⅞	98⅞	...	...
Exch. Bonds, 1859, 3½ per Cent.	...	98⅝ 9	98⅝ ⅝	98⅝ ⅞	98⅝	98⅝

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	3
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	...	75⅛ ¼	75	...	75⅛ 6¼	76¼
Chester and Holyhead	...	...	...	...	...	36¼
East Anglian	...	...	...	...	...	20⅛
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	97½	97½	...	...	...
Edinburgh and Glasgow	...	...	63	...	...	...
Edin., Perth. & Dundee	34½	34½	...	...	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	98⅝	98¼ 9	...	...	99½
Gt. South & West. (Ire.)	...	104¾ 5¼	...	...	...	...
Great Western	64⅛ ⅛ ⅛	64½ ⅛	61½ ⅛ ⅛	...	64 3½ ⅞	64
Lancashire & Yorkshire	100⅞ ⅛	100⅞ ⅛	100¼ ⅛	100½	100¼ ½	100⅝
Lon., Brighton, & S. Coast	112⅛	112⅜	...	112	112	112
London & North Western	103½ ½	103⅝ ⅛	103½ 3	102⅞ 3	103½ 3	103⅜
London and S. Western	101½ ⅜	101⅛	101½ ⅛	...	100⅜ ⅛	100⅛
Man., Shef., and Lincoln	43⅞ ½	43½ ⅜	43⅜ ⅜	...	43⅜ ½ ⅜	43⅜
Midland	83⅜	83⅜ ⅛ ½	83¼ ⅛	...	83⅜ ⅜ ⅛	83⅜
Norfolk	62½	...	...	...	...	...
North British	44 3½	43½	...	...	44½	...
North Eastern (Berwick)	91½ ⅜	91½ ½	91½ 1	91	91½ 90½	91⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	34⅛	34	33⅞	...	34½	35½
Scottish Central	...	...	...	...	...	...
Scot.N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	...	...	...	...	...	...
South-Eastern	74⅜	74½	74⅜	74⅜	...	75
South-Wales	...	...	...	90½	...	92

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 11TH DAY OF JULY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,413,395	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,938,395
		Silver Bullion	...
	£25,413,395		£25,413,395

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,218,724
Rest	3,458,539	Other Securities	16,455,171
Public Deposits (Including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	3,107,922	Notes	5,451,180
Other Deposits	10,918,691	Gold and Silver Coin	653,765
Seven day & other Bills	740,688		
	£32,778,840		£32,778,840

Dated the 16th day of July, 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

Bankrupts.

TUESDAY, *July* 14, 1857.

BARBER. For *Sir* EDWARD PACK, as advertised in *Gazette*, July 10, *read* SIR EDWARD PACK.

CLARK, JAMES, Teadealer, Alphington-st., St. Thomas the Apostle, Devon. July 22 and Aug. 18, at 11; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Floud, Bedford-circus, Exeter. *Pet.* July 13.

CLARK, THOMAS BURNHAM, Licensed Victualler, 27 Minories. July 29 and Aug. 31, at 12; Basinghall st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Ashley, 5 Charles-sq., Hoxton. *Pet.* June 27.

DAVIES, EDWARD, Oil and Italian Warehouseman, 67 Harrow-rd., Paddington. July 23, at 2.30, and Aug. 27, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Carpenter, 3 Elm-ct., Temple. *Pet.* July 10.

DUVALL, CHARLES, Provision Merchant, 9 Crosby-row, Walworth-rd., and 6 Queen's-bldgs., Knightsbridge. July 23, at 1.30, and Aug. 27, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* July 14.

JOHNS, DAVID, Draper, Bute Docks, Cardiff. July 27 and Aug. 18, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bird, Cardiff; or Bevan & Girling, Bristol. *Pet.* July 11.

JOPLING, WILLIAM, Linen and Woollendraper, Wolsingham, Durham. July 28 and Aug. 28, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sol.* Brignal, Durham. *Pet.* July 10.

LANE, STAFFORD MOORE, Corn and Seed Dealer, Swallowcliffe, Wilts. July 30, at 12.30, and Aug. 27, at 1,30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Colombine, 79 Basinghall-st. *Pet.* July 13.

PIPER, JOSEPH, Furnishing Ironmonger, 92 High-st., and 4 Spencer-st., Shoreditch. July 25, at 11, and Aug. 27, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Chidley, 10 Basinghall-st. *Pet.* July 10.

WATERHOUSE, EDWIN, Carpet Manufacturer, Dewsbury, Yorkshire. July 27 and Aug. 24, at 12; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Chadwick, Dewsbury; or Bond & Barwick, Leeds. *Pet.* July 13.

WATSON, THOMAS, Shipowner, late of Goldsbrough, Lythe, Yorkshire, now of Ruswarp, Whitby. July 30 and Aug. 24, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Buchannan & Gray, Whitby; or Bond & Barwick, Leeds. *Pet.* July 2.

WRAGG, JOHN, sen., Cutlery Manufacturer, Sheffield. July 25 and Aug. 29, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Fretson, Sheffield. *Pet.* July 6.

FRIDAY, *July* 17, 1857.

BALLS, WILLIAM GIRLING, Tailor, 9 Islington-green. July 30, at 11, and Aug. 27, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Harrisons, 5 Walbrook. *Pet. for Arrangement*, June 17.

BOWMAN, EDWARD BARONS, Apothecary, Archerfield-house, Highbury New-pk., Islington, and 1 Alma-vils., Dalston, Middlesex; in partnership with Lewis Robert Raymond, 1 Alma-vils. (Bowman & Raymond), Apothecaries. July 29, at 2, and Aug. 31, at 1.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Digby, 1 Circus-pl., Finsbury-circus. *Pet.* July 7.

BRAVERY, PHILADELPHIA, Furniture Broker, Union-lanes, Brighton, Sussex. July 28, at 11, and Aug. 24, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Taylor, 15 South-st., Finsbury-sq. *Pet.* July 9.

GRAY, JOHN WALTER, Commission Agent, Bishops Waltham, Southampton. July 29 and Aug. 31, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Watson & Sons, 12 Bouverie-st., Fleet-st.; or Way, Portsea, Hants. *Pet.* July 13.

HERON, WILLIAM, Cloth Merchant, Huddersfield. July 31 and Aug. 25, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Upton & Yewdall, Leeds. *Pet.* July 7.

LAKE, WILLIAM, Maltster, Topsham, Devon. July 30 and Aug. 18, at 11; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Fryer, St. Thomas, Exeter. *Pet.* July 16.

NELSON, JOSEPH, Auctioneer, Chapel-pl., Oxford-st., and 113 Fenchurch-st., Wine Merchant, and now of Statheden-ter., New-rd., Hammersmith, out of business. July 28, at 12, and Aug. 31, at 12.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Chidley, 10 Basinghall-st. *Pet.* July 14.

ROWLEY, STEPHEN, Fellmonger, Cambridge. July 29, at 12, and Aug. 31, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* July 16.

RUST, CHARLES, Cheesemonger, 38 Surrey-pl., Old Kent-rd. July 28, at 12, and Aug. 31, at 2.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* July 15.

SPILLER, HENRY, Brick Merchant, St. John's Wood-ter., Regent's-pk. July 29, at 11, and Aug. 24, at 11.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* King & George, 35 King-st., Cheapside. *Pet.* July 13.

WHARTON, RALPH, Machine-maker, Nottingham. Aug. 4 and Sept. 8, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* July 15.

MEETINGS.

TUESDAY, *July* 14, 1857.

CARR, WILLIAM RIDLEY, & HENRY FREDERICK SCOTT (John Carr & Co.), Iron Manufacturers and Coke Burners, Wallsend, Northumberland. Aug. 6, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.* joint est.; and at 11.30, *Div.* sep. ests. W. R. Carr and H. F. Scott.

COWAN, JOHN (Cowan & Co.), Cheesemonger, Newcastle-upon-Tyne. Aug. 7, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

HARVEY, JAMES STEEN, Grocer, Birmingham. July 31, at 11.30; Birmingham. *Com.* Balguy. *Div.*

LAIDLER, THOMAS, Coke Burner, Jarrow, Durham; in copartnership with John Carr (John Carr & Co.). Aug. 6, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.* joint. est. J. Carr & T. Laidler.

MUGFORD, RICHARD LEAR, Tailor, Strand, Torquay, Devon. Aug. 6, at 1; Exeter. *Com.* Bere. *Div.*

NEAVE, RICHARD WINTER, Miller, Market Rasen, Lincolnshire, and Sheffield. Aug. 12, at 12 Kingston-upon-Hull. *Com.* Ayrton. *Div.*

REAY, WILLIAM, Corn and Provision Dealer, 39 Worcester-st., Birmingham. Aug. 1, at 11; Birmingham. *Com.* Balguy. *Last Ex.*

SANKEY, JOSEPH, Wheelwright, Salford, Lancashire. Aug. 5, at 12; Manchester. *Com.* Jemmett. *First Div.*

TRIPNEY, THOMAS HENRY, Woollendraper, Perranporth, Cornwall. Aug. 6, at 1; Exeter. *Com.* Bere. *Div.*

TURNER, JAMES, Oil and Grease Merchant, Newcastle-upon-Tyne. Aug. 5, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Second and Final Div.*

FRIDAY, *July* 17, 1857.

BILLAM, JOHN BARON, Manufacturer, Wakefield, Yorkshire. July 30, at 11; Leeds. *Com.* West. *Choice of Assignees*, vice John Naylor & James Micklethwaite, deceased.

BUTTER, JAMES LANGDON, Brick and Tile Manufacturer, Collaton Rawleigh and Woodbury Salterton, Devon. July 30, at 11; Exeter. *Com.* Bere. *Prf. Debts.*

EVANS, JOHN, Bleacher, Spring Vale Works, Whitefield, Lancashire. Aug. 13, at 12; Manchester. *Com.* Skirrow. *Div.*

HARRISON, THOMAS, Coal and Timber Merchant, Harrietsham and Maidstone, Kent. Aug. 12, at 11.30; Basinghall-st. *Com.* Goulburn. *Last Ex.*

HOWGATE, HENRY, & GEORGE HOWGATE, Steel Converters, Sheffield. Aug. 8, at 10; Sheffield. *Com.* West. *Div.*

JONES, WILLIAM WILLIAM, Ship Builder, Portmadoc, Carnarvon. July 30, at 11; Liverpool. *Com.* Stevenson. *Last Ex.*

LACE, JOSHUA FLETCHER, 4 Mersey-st., Birkenhead, Cheshire, & LEONARD ADDISON, Abbott's Grange, Chester, Printers. Aug. 7, at 11; Liverpool. *Com.* Perry. Joint est., and sep. est. J. F. Lace. *Div.*

MUGFORD, RICHARD LEAR, Tailor, the Strand, Torquay, Devon. July 30, at 11; Exeter. *Com.* Bere. *Prf. debts.*

SQUIRES, WILLIAM, 315A, Oxford-st. July 27, at 1.30; Basinghall-st. *Com.* Goulburn. *Last Ex.*

TRIPNEY, THOMAS HENRY, Woollen Draper, Perranporth, Cornwall. July 30, at 11; Exeter. *Com.* Bere. *Prf. debts.*

TUCKER, WILLIAM OWEN, Sharebroker, 61 Threadneedle-st. Aug. 7, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

WALKER, BARNET, Cabinet-maker, Sheffield. Aug. 8, at 10; Sheffield. *Com.* West. *Div.*

DIVIDENDS.

TUESDAY, *July* 14, 1857.

ARMSTRONG, JAMES, Draper, Berwick-upon-Tweed. First, 5*s.* 4*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

BARLOW, JAMES, Paper Hanger, Bolton-le-Moors. First, 1*s.* 11*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

BAYLEY, FRANCIS LLOYD, & SAMUEL MILNER BARTON, Smallware Manufacturers, Manchester. Second, 8½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

BRINDLEY, THOMAS, Grocer, Uttoxeter, Staffordshire. First, 1*s.* 7½*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

CHAPMAN, JAMES (Prisoner in Warwick Gaol), Licensed Victualler, Balsall Heath, Kingswinford, Worcestershire. First, 6*s.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

COOPER, JOSEPH, sen., JOSEPH COOPER, jun., & JOE COOPER, Cotton Spinners, Glossop. First, 1*s.* 5*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

FURNELL, HENRY KNIGHT, & ALBERT KAHL, Insurance Brokers, Fenchurch-st. Second, 4*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

GIBBON, WILLIAM, Grocer, Spennymoor, Durham. First, 1*s.* 10*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

GOLDSMITH, EDWARD, Hatter, Nottingham. Second, 3*d.* *Harris*, Middle Pavement, Nottingham; any Monday, 11 to 3.

HELSBY, JOSEPH, Builder, Garston and Warrington. First, 2*s.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

HELSBY, ROBERT, Builder, Garston and Warrington. First, 2*s.* 6*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

LOTINGA, S. M., & N. S. LOTINGA, Merchants, Newcastle and North Shields. Third and Final, ¼*d.* (in addition to 6*s.* 1⅝*d.*, previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

LOWE, JOHN, Slate Merchant, Salford. First, 3*s.* 4*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

M'CARTHY, JOHN, Publican, Wheeler-st., Aston, Birmingham. First, 1*s.* 8*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

NEALE & CO., Hollow Ware Manufacturers, Liverpool. First, 1*s.* 4½*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

NEWENS, ROBERT, Baker, King-st., Richmond, Surrey. First, 5*s.* 0½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

OLLIVIER, CHARLES, Musicseller, 41 and 42 New Bond-st. Div., 4*s.* 6½*d.*; First and Second, together, 5*s.* 0½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

PARKER, HENRY SAMUEL, Licensed Victualler, Birmingham. Second, 3*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

PUCKRIN, GEORGE, Grocer, Tunstall, Staffordshire. First, 2*s.* 9½*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

SAGAR, OATES, Manufacturer, Haalingden. Second, 5*s.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

STAGG, WILLIAM, Manufacturing Chemist, Manchester. First, 3½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

STEFFANO, PETER, Ship Chandler, 28 Wellclose-sq., Middlesex; and Cardiff, Glamorganshire. First, 2*s.* 9½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

WAITHMAN, WILLIAM, Flax Merchant, Yealand Conyers, and Manchester. Second, 1*s.* 2*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

FRIDAY, *July* 17, 1857.

BAKER, SAMUEL, Ironfounder, Birmingham. First, 5*s.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

BEBELL, WILLIAM JAMES, Shipbuilder, Gloucester. Div. 7*s.* 1*d.* *Miller*, 19 St. Augustine's-parade, Bristol; next two Wednesdays, or any Wednesday after October 8, 11 to 1.

BELL, RICHARD, Contractor and Architect, 17 Gracechurch-st. First, 2*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

BOLLIN, ROBERT HENRY, Carriage Builder, King's Lynn. First, 2*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

CLINCH, ROBERT, Livery-stable Keeper, Salisbury. First, 3*s.* 9*d.* *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

DAVIES, JOHN HOOPER, Grocer, Bridgend. Div., 4*s.* *Miller*, 19 St.

Augustine's-parade, Bristol; next two Wednesdays, or any Wednesday after Oct. 8, 11 to 1.

EVERY, FREDERICK, Scrivener, Bampfylde-st., Exeter, and of Alphington-rd., St. Thomas the Apostle, Devon. First, 1*s.* 10*d.* *Hirtzell*, Queen-st., Exeter; any Tuesday or Friday, 11 to 2.

GITTUS, WILLIAM, Draper, Isleham, Cambridgeshire. First, 1*s.* 5*d.* *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

HAMMOND, WILLIAM PARKER, Shipowner, Scott's-yard, Bush-la. Second, 2*s.* *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

OLDFIELD, ALEXANDER, Bookbinder, 17 Devonshire-st., Queen-sq., Bloomsbury. First, 7*d.* *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

PHILLIPS, WILLIAM, Builder, Wallingford, Berks. First, 5*s.* 8*d.* *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

RIDLEY, THOMAS, Draper, Hartlepool. First, 3*s.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

SHUTTLEWORTH, GEORGE EDMUND, MARK HODGSON SHUTTLEWORTH, & GEORGE EDMUND SHUTTLEWORTH, jun., Auctioneers, 28 Poultry. Second, 4½*d.* joint est.; 7½*d.* sep. est. G. E. Shuttleworth, jun.; and ½*d.* sep. est. of M. H. Shuttleworth. *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

STERNE, SSLIOMIA, Merchant, Gt. St. Helen's-chambers. Second, 1½*d.* *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

STEVERSON, JAMES, Brewer, Vauxhall Brewery, Wandsworth-rd; formerly Confectioner, Stowmarket, Suffolk. First, 10*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

TANNER, JOHN, Carrier, Bath and Chippenham. Second, 1*s.* together with first of 5*s.* 10*d.* on new proofs. *Miller*, 12 St. Augustine's-par., Bristol; next two Wednesdays, or any Wednesday after Oct. next, 11 to 1.

WATERSON, JOHN PATERSON, Builder, 3 Alexander-ter., Westbourne-pk.-rd., Paddington. First, 1*s.* 4*d.* *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

WILLIAMS, WILLIAM, & SONS, Bankers, Newport. Div. 4*d.* *Acraman*, 19 St. Augustine's-par., Bristol; on Wednesday, July 29, and any Wednesday after Oct. 8, 12 to 2.

WOODHAMS, HENRY, Licensed Victualler, Crown, Idol-lane. First, 4½*d.* *Nicholson* 24 Basinghall-st.; any Tuesday, 11 to 2.

YOUNGE, EDWARD, Bookseller, Holt, Norfolk. First, 2*s.* 10½*d.* *Graham*, 25 Coleman-st.; next four Thursdays, 11 to 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *July* 14, 1857.

BURT, WILLIAM, Builder, St. Stephen's, Launceston, Cornwall. Aug. 6, at 1; Exeter.

HILL, CHARLES WILLIAM, Anvil Maker, Digbeth, Birmingham. Aug. 7, at 10; Birmingham.

KEY, JOSEPH, Ironmonger, Crowle, Lincolnshire. Aug. 12, at 12; Kingston-upon-Hull.

NOELL, HENRY, Accountant, Hayle, Phillack, Cornwall. Aug. 6, at 1; Exeter.

SMITH, BENJAMIN, Licensed Victualler, Royal Oak, Whitechapel-rd. Aug. 4, at 12; Basinghall-st.

TAYLOR, ROBERT (Taylor & Co.), Draper, Sunderland. Aug. 5, at 12; Newcastle-upon-Tyne.

FRIDAY, *July* 17, 1857.

BEST, JOHN, Linendraper, Halifax, Yorkshire. Aug. 10, at 12; Leeds.

BRADSHAW, JAMES, & AARON COLLINSON, Cotton Manufacturers, Burnley, Lancashire; on application of J. Bradshaw. Aug. 14, at 12; Manchester.

CLEMENS, RICHARD NATTLE, Tailor, Liskeard, Cornwall. Aug. 13, at 11; Exeter.

ELLIS, GEORGE, Miller, South Brent, Devon. Aug. 13, at 11; Exeter.

EVANS, JOHN, Bleacher, Spring Vale Works, Whitfield, Lancashire. Aug. 7, at 12; Manchester.

GLINISTER, GEORGE WILLIAM, 1 Spring-garden pl., Stepney, & WILLIAM JOSEPH GLINISTER, 7 Green-st., Stepney, Grocers. Aug. 7, at 11.30; Basinghall-st.

MUNDAY, SAMUEL, Baker, 110 High-st., Gosport. Aug. 7, at 2; Basinghall-st.

PEART, JAMES (Richard Peart & Son), Bookseller, Bull-st., Birmingham. Aug. 7, at 10, Birmingham.

REED, JOHN BURGOYNE, Shipbroker, Cardiff, Glamorganshire. Aug. 18, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *July* 14, 1857.

BRADLEY, THOMAS, Apothecary, Kidderminster, Worcestershire. July 9, 2nd class.

EVANS, THOMAS, Flannel Manufacturer, Newtown, Montgomery. July 6, 2nd class.

GRIFFITHS, THOMAS HENRY, Coal-dealer, Lowesmoor, Worcestershire. July 9, 2nd class.

LAURIE, WILLIAM SWINTON, Merchant, Liverpool. July 6, 2nd class.

RIDLEY, THOMAS, Draper, Hartlepool, Durham. July 9, 3rd class; subject to suspension until Oct. 9.

STARMER, SAMUEL, Shoe Manufacturer, Wolverhampton, Staffordshire. July 13, 2nd class.

WRIGHT, JONATHAN, Shoemaker, Burnley, Lancashire. July 6, 2nd class.

FRIDAY, *July* 17, 1857.

BUTTON, WILLIAM, Builder, Lesness Heath, Erith, Kent. July 11, 3rd class; having been suspended for six months from Nov. 7.

GREGORY, GEORGE, 39 Whitechapel-rd., and 12 Church-la., Whitechapel. July 9, 2nd class; after a suspension of twelve months.

KILLICK, JOHN, Silversmith, 9 Knightsbridge-ter., Knightsbridge, and George Hotel and Tavern, Maize-hill, Greenwich, Licensed Victualler. July 10, 2nd class.

LEWIS, EVAN, Victualler, Cymmer, Llantrissent, Glamorganshire. July 14, 3rd class; to be suspended for six months, with protection after the first three months of such suspension.

ROACH, SARAH, Carrier, Merthyr Tydfil, Glamorganshire. July 14, 2nd class.

SEAL, NEPTUNE, & JOHN SEAL, Hat Manufacturers, Denton, Lancashire, and Birmingham. July 10, 1st class.

STANLEY, GEORGE HENN, Builder, 24 Cannon-st.-rw., St. George's-in-the-East, Middlesex. July 9, 2nd class; after a suspension of six months.

STEPHENS, WILLIAM, Cattle and Sheep Salesman, Gloucester. July 13, 3rd class; to be suspended for two months.

WALLWORK, JAMES, Cotton Spinner, Chorley, Lancashire. July 9, 1st class.

Assignments for Benefit of Creditors.

TUESDAY, *July* 14, 1857.

BREWER, JOHN, Builder, Richmond, Surrey. July 2. *Trustee*, J. Montgomrey, Timber Merchant, Brentford, Middlesex. *Sol.* Hewson, 43 Lincoln's-inn-fields.

COOK, JOSEPH, Boot and Shoe Factor, 33 Newgate-st. June 22. *Trustees*, J. A. Borton, & W. D. Borton, Boot and Shoe Manufacturers, Northampton. *Sol.* Hensman, 25 College-hill.

EDMUNDSON, WILLIAM, Grocer, Seaham Harbour, Durham. June 18. *Trustees*, T. Wren, jun., Miller, Stockton-upon-Tees; T. Hanson, Agent, Bishopwearmouth; W. Waterfall, Agent, Newcastle-upon-Tyne. *Sol.* Allison, Sunderland.

HARMER, GEORGE, Wheelwright, Ivychurch, Kent. July 7. *Trustees*, E. Russell, Ironmonger, Ashford; C. Dorman, Currier, Ashford. *Sol* Kingsford, Ashford.

JOLLIFFE, WILLIAM, Draper, 31 and 32 High-st., Southampton. June 18. *Trustees*, C. Candy, Merchant, Watling-st.; E. J. Luck, Warehouseman, Wood-st.; J. M. Swayne, Gent., Shirley, Southampton. *Sol.* Mardon, 99 Newgate-st.

JONES, WILLIAM, Maltster, King's Arms, Christchurch, Monmouthshire. July 6. *Trustees*, D. Harrhy, Wine Merchant, Newport, Monmouthshire; W. Williams, Farmer, Tregarne, Langstone, Monmouthshire. *Sol.* Llewellin, Newport.

LEAMON, MARTHA, Widow, & THOMAS LEAMON (Leamon & Son), Millers, Mattishall, Norfolk. July 6. *Trustees*, W. Edwards, Farmer, Mattishall; J. Bultitude, Butcher, Mattishall. *Sol.* Drake, East Dereham.

TOWN, HENRY, Builder, Boughton, Monchelsea, Kent. July 3. *Trustees*, C. T. Gabriel, & T. Gabriel, Timber Merchants, Commercial-rd., Lambeth. *Sol.* Morgan, Earl-st., Maidstone.

TURRELL, ALFRED, Grocer, St. Mary's, Guildford. June 17. *Trustee*, R. Duchesne, Wholesale Grocer, Fenchurch-st. Indenture lies at offices of Castor & Co., Accountants, 13 Old Jewry-chambers.

WAGHORNE, THOMAS, Grocer, Great Chart, Kent. June 29. *Trustees*, W. Lawrence, Grocer, Maidstone; W. E. L. Buss, Draper, Ashford, Kent. *Sol.* Kingsford, Ashford.

WESTERN, JAMES, & GEORGE MANNING, Curriers, Exeter. June 12. *Trustees*, W. T. Wish, Tanner, Broadclist, Devon; R. Aplin, Tanner, Heavitree, Devon. *Sol.* Fulford, North Tawton, Devon.

WOLSTENCROFT, HENRY SEPTIMUS, Logwood Grinder, Middleton, Lancashire. June 19. *Trustees*, A. Woodward, Engineer, Manchester; W. Woodward, Draughtsman, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

FRIDAY, *July* 10, 1857.

COOPER, JAMES, Builder, 2 Landor-pl., Blackman-st., Southwark, and 1 Nelson-vils., Southampton-st., Camberwell. June 27. *Trustee*, E. J. Grice, Gent., 1 Nelson-vils., Southampton-st., Camberwell. *Sols.* Willoughby, Cox, & Lord, 13 Clifford's-inn, Fleet-st.

DAVIES, THOMAS, Draper, Newport, Monmouthshire. June 19. *Trustees*, J. Dewar, Warehouseman, Wood-st.; R. Hocking. Warehouseman, Gresham-st. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

HIXSON, GEORGE, Blacksmith, Woodchurch, Kent. Creditors who shall not execute or assent in writing to take the benefit of the said deed on or before Aug. 6 next, will be excluded from all benefit thereunder. The deed now lies at office of Montague Kingsford, sol., Ashford.

LITTLE, CHARLES, Grocer, 1 Brett's-bldgs., Camberwell-rd. July 2. *Trustees*, J. Little, Farmer, Eye, Northamptonshire; C. E. Gold, Tea Merchant, 21 and 22 Lime-st. Indenture lies at offices of Caster & Co., Accountants, 13 Old Jewry-chambers.

NEWMAN, WILLIAM, Brewer, Boughton Monchelsea, Kent. June 18. *Trustees*, J. Newman, Innkeeper, Maidstone; P. P. Fagg, Farmer, Tenterden. *Sol.* Monckton, Maidsone.

ORR, WILLIAM SOMERVILLE, Publisher, Amen-cor., Paternoster-row. June 24. *Trustee*, J. Tupling, Accountant, 23 Paternoster-row. *Sol.* Evans, 72 Coleman-st.

ROBERTS, JOHN, Grocer, 31 Barbican. June 24. *Trustee*, W. Spavin, Wholesale Tea Dealer, 8 Fenchurch-st. *Sols.* Wright & Bonner, 15 London-st., Fenchurch-st.

Creditors under Estates in Chancery.

TUESDAY, *July* 14, 1857.

BOURNE, THOMAS (who died in Feb. 1850), Farmer, Bladbean, Elham, Kent. Creditors to come in and prove their debts on or before July 31, at V. C. Stuart's Chambers.

PATE, ROBERT FRANCIS (who died in Aug. 1856), Esq., Wisbeach, Cambridgeshire. Creditors to come in and prove their debts on or before Aug. 4, at V. C. Wood's Chambers.

STOPFORD, JAMES TAYLOR (who died intestate in Mar. 1857), Wine and Spirit Merchant, Ashton-under-Lyne, Lancashire. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before Nov. 4, at V. C. Stuart's Chambers.

FRIDAY, *July* 17, 1857.

DAWSON, WILLIAM (who died in Nov. 1855), Keeper of a Lunatic Asylum, Barker-hill, York. Creditors to come in and prove their debts or claims on or before Aug. 6, at V. C. Kindersley's Chambers.

MOORE, JOSEPH (who died on June 17, 1855), M.D., Saville-row. Creditors to come in and prove their debts on or before Nov. 9, at V. C. Kindersley's Chambers.

RIDGWAY, JOHN ALLEN (who died in June, 1856), Lieut.-Col., late of Newton St. Cyres, Devon, formerly of Pilton, near Barnstaple. Creditors to come in and prove their debts on or before Oct. 29, at Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *July* 14, 1857.

BASTENNE ASPHALTE OR BITUMEN COMPANY, heretofore called the BASTENNE AND GAUJAC BITUMEN COMPANY.—Master Humphry peremptorily orders a call of £70 per share to be made on all the contributories, and that each contributory do, on Monday, July 27, at 12, pay to Mr. W. Goodchap, the Official Manager, 37 Walbrook, the balance (if any) which will be due from him after debiting his account in the Company's books with such call.

GENERAL LIVE STOCK INSURANCE COMPANY.—The Master of the Rolls, on July 11, appointed W. Turquand, 13 Old Jewry-chambers, Official Manager of this Company. Creditors are to come in and prove their debts before the Master of the Rolls, at his chambers, on July 31, at 1. The particulars to be forwarded to W. Turquand, Esq., 13 Old Jewry-chambers, the Official Manager.—The Master of the Rolls will proceed, on July 21, at 1, at his Chambers, to settle the list of contributories; and to make a call of 1l. 10s. on all the contributories who shall then be settled on the list.

TIMBER PRESERVING COMPANY.—V. C. Wood orders this Company to be absolutely dissolved and wound up.—*July* 4.

FRIDAY, *July* 17, 1857.

CROOKHAVEN MINING COMPANY OF IRELAND.—V. C. Wood has, July 16, appointed W. Turquand, 13 Old Jewry-chambers, Official Manager of this Company; and will proceed, on Aug. 3, at 1, at his Chambers, to settle the list of contributories.

LONDON, HARWICH, AND CONTINENTAL STEAM PACKET COMPANY (Limited).—A petition for winding up this Company was presented, on July 6, by Thomas Barton, Advertising Agent, 2 Upper Wellington-st., Strand, and the said Company was, by an order dated July 15, ordered to be wound up, and on the same day William Pennell was appointed to be Official Liquidator of the said Company. Creditors are to present and prove their claims in like manner as in bankruptcy on July 27, at 2, at the Court of Bankruptcy, Basinghall-st., before Mr. Com. Goulburn; and the said Court hath appointed a meeting to be held at the Court in Basinghall-st., on July 27, at 2, to appoint an Official Liquidator to act concurrently with the Official Liquidator so named by the Court.

NANTLLE VALE SLATE COMPANY.—The Master of the Rolls will proceed, on July 30, at 2, at his Chambers, to settle the list of contributories of this Company.

WELCH POTOSI SILVER, LEAD, AND COPPER MINING COMPANY (Limited).—A petition for the winding up of this Company was presented, July 8th, to the Court of Bankruptcy in London, which will be heard before Com. Fane on July 25, at 10.30.

Scotch Sequestrations.

TUESDAY, *July* 14, 1857.

HOULISTON, DAVID, Shoemaker, Kirkcudbright. July 21, at 12, Selkirk Arms Inn, Kirkcudbright. *Sec.* July 8.

M'REDDIE, ALEXANDER, sometime Grocer, Kirriemuir, now Assistant to William M'Reddie, Smith, & Co., China Merchants, Kirriemuir. July 21, at 12, British Hotel, Dundee. *Sec.* July 9.

PRINGLE, GILBERT, Boot and Shoe Maker, Dunse. July 24, at 12, Black Bull Hotel, Dunse. *Sec.* July 10.

PRINGLE, JAMES, Provision Merchant, Spring-gardens, Stockbridge, Edinburgh. July 17, at 2, Dowells & Lyon's Rooms, George-st., Edinburgh. *Sec.* July 8.

FRIDAY, *July* 17, 1857.

M'DONALD, RODERICK, Wine and Spirit Merchant, 2 Broughton-st., Edinburgh. July 24, at 3, Stewart's Crown Hotel, Prince's-st., Edinburgh. *Sec.* July 14.

Montgomery.—Valuable Freehold Estates.

TO BE SOLD by AUCTION, by Mr. WHITEHALL, on Saturday, the 1st of August, 1857, at the Royal Oak Inn, Welshpool, in the county of Montgomery, at 3 o'clock in the afternoon, either together or in the following or such other lots as shall be determined upon at the time of sale, and subject to conditions to be then produced:—

Lot 1.—A capital MESSUAGE FARM and LANDS, called Belan-ddu, otherwise Hendu, situate in the parishes of Llanllugan and Manafen, in the county of Montgomery, containing 197a. 0r. 27p., or thereabouts, of arable, meadow, pasture, and wood land, together with an extensive right of sheep-walk belonging thereto, now in the occupation of Messrs. Powell.

Lot 2.—An ALLOTMENT or ENCLOSURE of LAND, situate in the parish of Manafen, in the said county, containing 13a. 1r. 32p., or thereabouts, also in the occupation of Messrs. Powell.

Lot 3.—A MESSUAGE FARM and LANDS, called Dolmarch, situate in the parishes of Llanllugan and Llanyddylan, in the county of Montgomery, containing 39a. 3r. 18p., or thereabouts, of arable, meadow, pasture, and wood land, in the occupation of Lewis Evans.

Lot 4.—A MESSUAGE FARM and LANDS, called Penybryn, situate at New Mills, in the parish of Manafen, in the county of Montgomery, containing 50a. 1r. 1p., or thereabouts, of arable, meadow, pasture, and wood land, in the occupation of the Rev. Thomas Lewis.

Lot 5.—A MESSUAGE, called Dolrhieu, with the garden, orchard, and several closes of arable, meadow, and pasture land thereto adjoining, containing 11a. 2r. 8p., or thereabouts, situate at New Mills, in the respective occupations of Mr. Jones, Mr. James Cowdal, and Mr. John Clayton.

Lot 6.—A newly-erected DWELLING-HOUSE and SHOP, adjoining Lot 5, with the garden and appurtenances thereto belonging, containing 16p., or thereabouts, in the occupation of Mr. Francis Ambrose.

Lot 7.—The MESSUAGE or PUBLIC-HOUSE called the Woodcock Inn, with the stables and appurtenances thereto belonging, and the meadow therewith occupied, containing 2a. 12p., or thereabouts, in the occupation of Mr. Richard Jones.

Lots 1 and 2 are situate midway between New Mills and Llanfair, and the remaining lots are at New Mills, and adjoin the turnpike road leading from Welshpool to Tregynon. The whole of the property is within an easy distance of the Montgomeryshire Canal and the proposed line of railway from Oswestry to Newtown, where lime and coal may be had, and to which there are excellent roads.

The whole property is freehold of inheritance, and the greater portion of it is tithe free.

The estate being surrounded by properties strictly preserved, is well stocked with game, and there is good trout fishing in the river and streams in the neighbourhood.

For lithographed plans and further particulars, apply to Messrs. Tennant and Darley, solicitors, 3, Raymond-buildings, Gray's-inn, London; Messrs. Shaw and Tennant, solicitors, 14, Albion-street, Leeds, Yorkshire; E. B. J. Bryan, Esq., solicitor, 13, South-square, Gray's-inn, London; William Jones, Esq., solicitor, Newtown, Montgomeryshire; John Baker, Esq., 2, Fountaine-villa, Leamington, Warwickshire; James Cowdal, Esq., New Mills, Manafen, Berrien, Montgomeryshire; or to the Auctioneer.

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THE SOLICITORS' JOURNAL.

LONDON, JULY 25, 1857.

SCHEMES OF LAND TRANSFER.

If nothing is done in the matter of registration, it will not be the fault of the legal members of either House. Besides the large suggestions contained in the Report of the Commission, there are already three Bills before Parliament on the subject, and the Attorney-General is expected shortly to produce another. It is needless to say that these projects are not intended to be pressed to any conclusion during the present session, and are merely designed to supply materials by means of which the scheme ultimately to be adopted may be put into a working shape. No great legal reform was ever satisfactorily carried out until the subject had been well ventilated in the profession, by the circulation of what may be called experimental Bills. Registration is the very last thing that should be settled in a hurry; and we believe that the many vexed questions connected with it will have a better chance of being solved in such a manner as to meet the views of the profession, and provide for the interests of the public, by the course which has been taken, than if an immature measure had been hastily forced upon the attention of Parliament. At a future time we hope to consider, in some detail, the plans brought forward by Lord St. Leonards, the Lord Chancellor, and Lord Brougham. For the present, it will be sufficient to indicate the broad principles on which they proceed, and to call attention to the points which most need the consideration of the profession.

Of all living men, Lord St. Leonards has the strongest right to speak with authority on the laws relating to the transfer and tenure of land. But the person who knows best all the intricacies of existing law is not of necessity the safest guide in pointing out the course which legislation ought to take. The steady conservatism of Lord St. Leonards might have led any one to expect that his Bill for facilitating the transfer of real property would not be a very sweeping measure; but we were not quite prepared to hear a Bill for such a purpose introduced by a speech the whole pith and substance of which was an argument to show that facility of transfer was either unattainable or undesirable.

Lord St. Leonards urged against the scheme of the Commissioners an objection which is, no doubt, deserving of the most careful consideration, and is, indeed, one of the great difficulties in the way of the project. All frank advocates of a title registry readily admit that it would expose land to some of those dangers arising from the misfeasance of trustees, which are now confined to settlements of stock; and the question they have suggested is, whether the increased security against latent defects of title would not more than compensate for the new risk. But Lord St. Leonards scouted the idea of making the limitations of a settlement of land matters of personal trust, and rather curiously suggested another mode of saving the trouble of investigating titles, which involves a still larger dependence on personal care and integrity. Let a purchaser be content, without further inquiry, with the title on which his vendor bought, and we agree with Lord St. Leonards that conveyancing would be wonderfully simplified; but certainly the risk run by such a course would be, at least, as formidable as any that the scheme of the Commission would introduce. Lord St. Leonards said, indeed, that he had lately sold land on the understanding that the purchaser was to be content with the old abstracts, but we should have felt more confidence in his recommendation of this course, if the learned Lord had been the purchaser, instead of the vendor. It is one thing to sell without a title, and a very different thing to buy.

The Chancellor's Bill, though not a very extensive measure, attempts, for a limited purpose, to grapple with one of the chief practical difficulties that have stood in the way of all registration schemes. People have no great objection to settlements and purchases, and dealings of that character, being made, to a certain extent, public; but there is a good deal of sensitiveness not unnaturally felt about disclosing mortgage transactions. Lord Cranworth's proposal would draw away the veil from all private dealings of this kind. As a test of the extent to which the objection to the public registration of charges prevails with landowners, the Bill may be useful; but our own impression is, that the objects contemplated by it are not of sufficient importance to outweigh the reasons or the prejudices against such publicity.

It might, perhaps, be worth while, as part of a really comprehensive scheme, to give up some of the facilities of effecting private loans which are now enjoyed, though it would not be absolutely necessary, and possibly not desirable, to make this an essential condition of any registration Bill. But, we confess, we do not see in Lord Cranworth's project anything like an equivalent for the inconvenience which such publicity would cause.

Lord Brougham's Bill will probably have the effect which it was designed to produce—namely, to stimulate the movements of the Attorney-General by the appearance of a rival in the field. It is not, however, of much consequence whether the Government Bill be printed a few days sooner or later, provided it is put into circulation before Parliament is prorogued. Certainly it would be much to be regretted if by any lack of care or thought, it should not adequately embody the ideas of the Commission.

The Bill which was printed in connection with the Report has rather tended, by its crudeness in some particulars, to throw doubts on the practicability of the Commissioners' recommendations; and it is to be hoped that the measure to be turned out by the Attorney-General will be drawn with the deliberation that the importance of the subject deserves, and will set at rest the question whether it is or is not possible to put the views of the Commissioners into a working form.

BILLS NOT ACTS.

The statutory provision aimed against the procurement of a desired object by fraudulent pretences, has been recently proved in our courts of law to be susceptible of so many ambiguities, and to present such a fertile text for the ingenuity of lawyers, that we are encouraged to frame under it an indictment against the Lord High Chancellor himself. We certainly never came across a more patent fraud than that under cover of which he has succeeded in passing through the House of Lords a detached portion of the work of the Statute Law Commission, which was pompously announced as completed

by the Report of that body, to which we drew the attention of our readers a few weeks ago, but which we certainly did not then anticipate would be pressed on in its present isolated and imperfect state. These Bills—there are eight in all—regulate, among other important branches of the criminal law, those which have reference to offences against the person and against property by larceny or malicious injury. And, on their being laid upon the table of the House two or three weeks ago, they were received with that absolute indifference which there attends, not inappropriately, on measures for which present consideration is not claimed. It was understood, universally we think, certainly by those whose opinion as to the details of the Bills is most worth having (such men, for example, as Lord Campbell), that these measures were then introduced in order to supply to their Lordships no uninteresting food for study and meditation during the recess. Great, therefore, was the consternation of the Lord Chief Justice to hear them last week proposed for a second reading. But little availed his remonstrances. Lord Wensleydale considered it "expedient that the Bills do pass." If they were rejected—nay, if they were even discussed—his Lordship rather naively intimated, he should despair of any efforts of the Statute Law Commission proving successful. And here occurred, on the part of the Lord Chancellor, abetted, we grieve to say, by Lord Granville, that misrepresentation against which we wish to record our protest. They actually had the hardihood to assert that the Bills merely consolidated existing Acts or parts of Acts, into so many single statutes, without materially interfering with the present law. This sop soothed even Lord Derby. Not ill-pleased, we may presume, to be spared the discussion of the details of arson, &c., in the dog-days, he reposed, and his brother peers reposed with him, in absolute reliance upon ministerial veracity. "If that be the case," yawned he, "no more need be said; we accept these Bills as Consolidation Bills, and in that character only."

Now, our readers shall judge for themselves if these Bills are of the alleged description; and to enable them to do so, we will take one or two of the group, and give such an account of their contents as shall be sufficient to make good our charge. We will begin with that as to "Offences against the person;" and it appears that in consolidating the existing statutory provisions on this subject (contained in sixteen Acts of Parliament), this Bill, among other alterations of the law, either creates altogether or newly regulates the following offences:—1. The delivery of poison to B., with directions to administer it to C. 2. The unsuccessful attempt to discharge a loaded gun. 3. The neglect of children (followed by injury to the health) by those liable to their support. 4. Garrotte robbery. 5. The ill-treatment of women and children. 6. The abduction of females who have no property. 7. The attempt by a pregnant woman to obtain her own abortion. 8. The concealment of birth by others besides the mother. Next, as to the "Malicious injuries to property Bill." Here we observe alterations of the existing law as to firing buildings; as to injuries committed by part owners of the property injured; as to injuring reservoirs, and we know not what besides. Then we have the "Larceny Bill." Is it a consolidation merely, to make it, for the first time, a felony simply to enter a dwelling-house in the night with intent to commit any felony—the existing law being, that there must also be a burglarious breaking. Nay, is it even an *amendment*, to insert in a *larceny* bill a clause which includes an entry with intent to ravish or to commit arson? Again, the Bill contains a provision against embezzlement by clerks and servants similar to the 47th section of 7 & 8 Geo. 4, c. 29; but with this material difference, that, whereas by that Act the property embezzled must have been received in virtue of the clerk's or servant's employment, it is now proposed to make that circumstance immaterial.

We think, then, without going into the subject more in detail, it will be conceded, that to call this batch of Bills "Consolidation Acts" merely, is a flagrant misnomer. The alterations in the law therein proposed, are very probably judicious ones; but they are such as peculiarly require the opinions of many practical men. On almost all of them every magistrate ought to have his say; and, we doubt not, many a member of the Upper House, conscientiously desirous of performing his duty as a justice of the peace, and well qualified by experience, would have taken an active and useful part in the debate, had his vigilance not been hoodwinked, as above described. And, had this course been taken, we do most entirely believe that these Bills—which, it appears by the last Report of the Statute Law Commission, were originally drafted by five nameless gentlemen, and afterwards dealt with by Lord Wensleydale, as the only representative of the Peers—would have come down to the Lower House in a condition more likely to pass with success the fiery ordeal to which, under ordinary circumstances, they would be there subjected. We say "under ordinary circumstances," and we use the expression advisedly; for it is just possible that a *coup d'état* is intended with regard to these measures, for which it shall not be our fault if the public are unprepared. It is a very great object with the Statute Law Commissioners, and those who look upon their proceedings with a favourable eye, to have *something done*. Unmistakeable murmurs have reached their ears. Indelicate allusions have been freely made to Mr. Ker's salary. Malapert reformers speak of the labours of the Commission with a prolonged whistle. It would, therefore, be most gratifying to more than one person in high station, if by any tactics it could be accomplished, that the parliamentary lawyers now scattered through the country should, in October, on examining their copy of the statutes of the year, find these Acts amongst them. How many a statute is discovered in this annual volume of which during its progress to vitality few in the House, and no one out of it, ever heard—how many inconsistent, foolish, hasty Acts are shoved through the necessary stages by their respective promoters during the last few weeks of a session, when members, the press, and the public are alike sick of the whole affair—those only can tell whose duty it is to piece together disjointed provisions, and attempt to explain inexplicable legislation. Was this the true reason why Bills which, by the Report already mentioned, seem to have been substantially prepared two years ago, were only initiated at this period of the session? Had they been introduced at its commencement, their framers, we are disposed to imagine, feared their fate in a select committee. Did some Machiavel suggest, that if they were, under the guise of Consolidation Acts, passed through the Lords so late in the session that the lawyers in the Commons were all dispersed on circuit, there was a reasonable hope of their being accepted without discussion there also? We trust not; and we believe the real grievance is, that the sanction of the Peers has been craftily obtained for future use without their understanding what they were doing. If, however, it should be otherwise, the publicity produced by discussion will tend to frustrate the scheme. And in order to promote this as far as we are able, we brave the risk of the stereotyped sneer of all detected conspirators—"Did you think we were in earnest?"

Legal News.

The Probates Bill was further discussed in committee on Monday night, and it was decided that the district courts should have power to grant probate and admi-

nistration without limit of amount or reference to the nature of the property of the deceased. The Attorney-General proposed his clause, requiring metropolitan probate for funded property, stock of the Bank of England or of the East India Company, or shares in any railway or other company having its principal office within the metropolitan district. But so strong an opposition was manifested to this proposal, that its author withdrew it without going to a division; and Sir F. Kelly's clause, which was to the same effect so far as regarded stock transferable at the Bank of England or the East India House, was also negatived. Thus only one difficulty remains in the House of Commons—the adjustment of the claims of the proctors and officers to compensation. Upon this point Sir James Graham offered valuable advice. He recommended the House to pass the Bill in the form which it believed to be most conducive to the public interest; and if the change operated detrimentally to the proctors, let their claims be dealt with in a just and liberal spirit. Lord John Russell gave counsel nearly to the same effect; and it is to be hoped that these two great authorities will have weight with that side of the House on which they sit, and where the most formidable opponents to compensation are likely to be found. The measure is to be further proceeded with on Thursday next; but in the opinion of the Attorney-General it has now undergone changes which place it in imminent peril in the House of Commons, and probably will destroy it in the House of Lords. Without adopting this despairing tone, which appears, in spite of the speaker's disavowal, to have been intended to influence the committee in favour of the rejected clause, we cannot but feel that the prospect of passing a Testamentary Jurisdiction Bill in the present session is by no means so promising as we could desire. Just at this time, too, the Government has begun to move with the Divorce Bill, and it certainly does seem, that, although there may be time to pass one of these measures, yet that simultaneous activity in both is likely to produce a negative result. Much will depend upon the character of the next Indian news, which may possibly be such as effectually to divert Parliament from the subjects which concern this Journal.

Sir James Graham avowed, on Monday night, that he was, and still is, of opinion that the same tribunal which grants probate ought also to construe the instrument, and that that tribunal ought to be the Court of Chancery. In the Commission he voted with the Attorney-General and the Master of the Rolls in support of this view, which was overruled by the majority of the Commissioners. Sir James added, that the very name of the Court of Chancery so appalled the public and the House, that it would have been impossible to give effect to his proposition. It is vain for Chancery practitioners to disguise from themselves the existence of this undefined and unreasonable apprehension of the Court. We have very recently pointed out abuses and delays in practice, which can be, and ought to be, promptly remedied; and it is to be hoped that the evident unpopularity of the Court may quicken its authorities in introducing the improvements so much desired by practitioners.

The Attorney-General declared, in the same debate, that his own opinion was in favour of a completely central system of probate, which certainly he could never have entertained the smallest reasonable hope of carrying. He would have made the district offices simply receiving houses, which should forward all testamentary papers to the metropolitan registrar for examination. We may judge, from what has happened to the pending measure, how a Bill for turning the Courts of York and Chester into mere letter-boxes is likely to have been treated by the House of Commons.

Lord Campbell has called attention to the case of of *Miller* v. *Salomons*, still pending in the House of Lords, on appeal from a judgment of the Exchequer Chamber delivered in 1853. The oblivion into which this once-celebrated cause had fallen, can only be accounted for on the supposition of an understanding between the parties to it, much better than usually subsists between plaintiff and defendant. Lord Campbell reminds us that this was an action brought for penalties for sitting and voting in the House of Commons, and was intended to try the question whether the words "on the true faith of a Christian" could be legally omitted from the oath so as to allow Jews to take it. This question was decided in the negative, in the Exchequer, by a majority of three judges to one, and the judgment was unanimously affirmed on appeal in the Exchequer Chamber. Lord Campbell himself presided on that occasion, and he now states distinctly that his view of the law remains unchanged, and that he is prepared to act upon it judicially, if called upon, even at the risk of placing himself in conflict with the House of Commons. Lord Campbell also took pains to explain the exact bearing of the case of Mr. Pease, which has been so often referred to as affording a precedent for the attempt to seat Baron Rothschild by resolution. Quakers, he says, are absolved by statute from the necessity of swearing, and are allowed to affirm; and, therefore, the proceedings in Mr. Pease's case were according to law. There was no attempt to alter the law by a resolution of the House of Commons; but in the present instance, the course proposed has been adjudged to be contrary to law.

Lord Brougham made a speech on Thursday evening on the bankruptcy law, and concluded it by bringing in a Bill to which, it is needless to say, the Lord Chancellor promised his best attention, adding the satisfactory assurance that the whole subject is under the consideration of the Government. It will be remembered that in the month of January a Mercantile Law Conference was held, under the auspices of the Law Amendment Society, at which the evils of the existing system of bankruptcy were very fully stated and discussed, and resolutions were adopted calling for such amendments as were deemed expedient. A deputation from the Conference waited on Lord Palmerston, and at its head was Lord Brougham, who delivered a speech almost identical in purport with that which he has just addressed to the House of Lords. The Premier's answer, too, was exactly to the same effect as that now given by Lord Cranworth. He was very complimentary to Lord Brougham, and, indeed, to the Conference in general; and he promised to their representations "the greatest possible attention" on the part of Government. Now, we are far from saying that it was to be expected that the recommendations of the Conference would be carried into practical effect during the six months following its meeting. We could, indeed, have predicted with tolerable accuracy what has occurred. Whatever hopes may have been raised by the proceedings at Willis's Rooms, they could scarcely have survived, except in very sanguine minds, the courteous reception and official blandishments administered by Lord Palmerston.

SIMPLIFICATION OF TITLE.

(From the Times).

There are at present several Bills before Parliament for the improvement of the law of real property, and yet the prospect of any simplification in the system of titles appears as remote as ever. "Who shall decide," says the proverb, "when doctors disagree?" Who, that is to say, is to arrive at a practical decision, and to carry it into effect? The patient himself has little difficulty in deciding that his disease is curable, and that some definite treatment ought to be adopted; but during the conflict of medical authorities he finds himself absolutely helpless. Yet it is said that every man in middle life must be either a fool or a physician, and there are certain well-known remedies within the reach of the most ignorant invalid. But

landed property is a more delicate subject for experiment than the human body. The theory of conveyancing is a mystery known only to lawyers; and until they are willing to apply their knowledge to the improvement of the system, the unlearned many will look in vain for any prospect of relief.

The law lords constitute the most astute, the most busy, and the most vivacious section of the whole community; and, unluckily, they are also the most pugnacious of mankind.

> "Age cannot wither them, nor custom stale
> Their infinite variety."

But their energies are perpetually wasted in warfare with each other. As often as two of them rise in succession to speak on any question, the House of Lords instinctively prepares itself for an animated controversy. The victory in all such cases necessarily remains with the opponent of any proposed course of action. Lord St. Leonards can defeat any Bill of Lord Brougham's, while his own measures are at the mercy of the Lord Chancellor and of the Lord Chief Justice. It seldom happens that the great legal authorities agree on the object which is to be desired, and they never concur in the methods suggested for attaining it. The Attorney-General is in the meantime generally pursuing in the House of Commons some course especially his own.

Those who possess, and those who desire to possess, landed property complain that they can neither sell nor buy with economy, and that they cannot even hold their estates with certainty. Now the *ad valorem* stamp duty for transfers of land and of personalty is precisely the same. The documents which are necessary to convey real property are neither complicated nor expensive, for the freehold of half a county may be conveyed away on a page of letter paper. The doubtfulness of titles, and the consequent difficulty of investigating them, are the sole causes of the enormous cost of transfers, as well as of the anxiety which oppresses many apparent owners of prosperous estates. Lord Brougham wasted his time some years since in an abortive and useless attempt to shorten conveyances. The records of title must be adapted to the circumstances which they recite. The complicated relations of a settled and incumbered estate cannot be expressed in a sentence; and the length of deeds, even when it is excessive, is but a secondary evil. It may be true that the rights of purchaser and of lender are seldom defeated by concealed mortgages, of which there has been implied notice; but the possibility of the risk is in itself a substantial evil, inasmuch as it is necessary to guard against it by elaborate inquiries and precautions. The danger of an insufficient title is far more common and alarming. A claim arising on the expiration of a life estate is sometimes prosecuted with effect, notwithstanding half a century of undisputed possession. It is also notorious that a safe holding title by no means necessarily involves a practical power of sale. Judicious proprietors shrink from all unnecessary exhibition of even the most faultless title-deeds.

A part of the inconvenience is, as Lord St. Leonards suggests, inseparable from the existing law of landed property in England. It is impossible to pass from hand to hand the title to a specific plot of ground, and at the same time to enable the owner to tie it up for twenty-one years after the expiration of any number of estates granted for lives in being at the time of the settlement. It is true that stocks or shares may be subjected to precisely the same limitations, and that the full powers of entail allowed by law are often exercised in the case of personalty; but it is only in the ownership of land that identity of subject-matter is esteemed of primary importance. If a hundred pounds' worth of Consols is missing, the trustee can make the default good by paying the value of the stock; but Whiteacre and Blackacre have an individuality of their own, which is thought to admit of no compensating equivalent. A farm may be settled on half-a-dozen existing reversioners in succession, with remainder to as many unborn grandchildren of the original owner; and it is necessary that at the expiration of all the contingencies provided for by the settlor the same farm shall be forthcoming for the benefit of the person ultimately entitled. A purchaser who inadvertently accepts a conveyance from any one of the intermediate holders will find himself helplessly defrauded. Every limitation which is permitted by the law involves a possibility of a flaw in the title, and skilful practitioners must necessarily be employed to stop up every possible gap.

Much may be said in favour of a more modest claim of interference with future generations. The right of disposal allowed to settlors and testators is not indispensable either to their own consciousness of ownership or to the reasonable security of families, but landed proprietors are scarcely prepared for a restriction of their present powers. It is important to distinguish between the unavoidable inconveniences of the actual law and the additional uncertainties which are created by a defective legal machinery. Lord St. Leonards is justified in asserting that titles to land must necessarily be complicated; but it is not to be inferred that the difficulty should be aggravated by secresy. Registration in foreign countries may be simpler and easier, but it is nowhere so necessary as in England. The longer and more confused the history, the more necessary it becomes to record it with accuracy. When the land of a proprietor is compulsorily distributed among his children, it would be comparatively safe to dispense with the registration of a notorious and inevitable transaction; but no memory can retain, and no sagacity can divine, the adventures of a property deliberately cut up into half-a-dozen particular estates before it arrives at an owner in fee. Under the most perfect system of registration it will be necessary for conveyancers to examine the effect of all previous dealings with the property; but the materials for the investigation ought to be collected and arranged in a public office, and not scattered at random in attorneys' offices, in muniment-rooms, and in miscellaneous repositories.

Lord St. Leonards holds that registration is impossible and undesirable. Lord Campbell declares that it is practicable and necessary. Common sense will adopt the more sanguine view, although professional skill is required in contriving an effective system. No other proposed reform in the law suffers so much from procrastination; for the main difficulty consists in beginning, and the process will become easier with every successive year. Landowners are in many cases unwilling to produce their existing titles; but they may fairly be compelled to place on record all future dealings with their property. The history of an estate for five years will convey some information to a purchaser; and when the registration has been in force for twenty years, nine-tenths of all the doubts affecting title will be at an end. A much shorter time will eradicate all the prejudices which proprietors may at present entertain against the system. The value of their possessions will be enhanced by a large calculable percentage, and their peace of mind increased to an extent which admits of no calculation. If the law lords and the law officers could be induced to work together for a single session, the numerous difficulties of detail which beset an evidently practicable enterprise might assuredly be overcome. The good sense which would be displayed by concert and mutual toleration would, perhaps, constitute as effectual a claim to public esteem as the ingenuity which is exercised in perpetual squabbles and in reciprocal criticism. The great dignitaries of the law have long since satisfied the world of their cleverness. Their ambition might now be more effectually gratified by establishing a reputation for wisdom.

HOME CIRCUIT.—LEWES, *July* 22.

(Before Mr. Justice WILLES and a Special Jury.)

Woods v. *May.*

This was an action of slander, the allegation in the declaration being that the defendant had maliciously and falsely charged the plaintiff with having committed wilful and corrupt perjury.

The defendant pleaded a justification.

Mr. *Bovill*, Q.C., and Mr. *Hawkins*, were counsel for the plaintiff; Serjeant *Shee* and Mr. *Prentice* were for the defendant.

The plaintiff and the defendant are both attorneys, the former practising in partnership at Brighton, and the latter at Brighton and in London. In the year 1855, Roberts, who carried on the business of a horsedealer and riding-master at Brighton, and had two establishments in the town, was desirous to dispose of one of them; and Charles Pool, at that time a cattle-dealer at Ringmer, near Lewes, agreed to purchase one of Roberts's establishments, at the price of £1,000 for stock and goodwill, but upon the understanding that only £100 was to pass in money, and that the remaining £900 was to be secured by a bill of sale of the stock, furniture, &c. The present plaintiff, Mr. Woods, acted as the attorney for both parties, and he prepared a deed in conformity with the arrangment between Pool and Roberts, and this deed was executed by the former in the month of June, 1855. Through some neglect in the office of the plaintiff, the deed was not registered in due course, and this led to the whole of the subsequent litigation, and was also the cause of the present action. In order to cure the defect in not registering the deed in time, it became necessary that it should be re-executed, and on the 3rd of October,

1855, the plaintiff, Mr. Woods, made an affidavit that on the previous evening Pool had re-executed the deed, and upon this affidavit the deed was registered. In October in the following year, Roberts seized the whole property under this deed, and next day Pool proceeded to London and made a declaration of insolvency, evidently with the object of preventing Roberts from taking the whole of the property to the exclusion of the other creditors; and Mr. May, the defendant, was appointed the solicitor to the assignees. Mr. Woods, the plaintiff, in the course of the proceedings in the Bankruptcy Court, was called as a witness; and he swore that between 7 and 8 o'clock in the evening of the 2nd of October, he went to the private residence of Mr. Pool, in Norfolk-square, Brighton, and that he was asked into the parlour, and there saw Mr. Pool, and that he at that time re-executed the deed in question by writing with a dry pen over the former signature, and that he himself did the same to his own signature, as the attesting witness. Pool himself subsequently underwent an examination in the Court of Bankruptcy, when he positively contradicted the statement made by Mr. Woods, and, as the result, Pool obtained a first-class certificate, and the Commissioner made an order that Mr. May should bring an action against Roberts on behalf of the assignees of Pool, to recover back the money he had obtained under the deed by the sale of Pool's property. An action was subsequently commenced against Roberts, but he declined to contest the validity of the deed, and handed over the proceeds of the property to be divided among the general creditors. The defendant had sent a report of the proceedings in bankruptcy, and in which there was an allegation that Mr. Woods had made a false statement with reference to the alleged re-execution of the deed on the 2nd of October, to the *Brighton Herald* newspaper, which reports was inserted; and the defendant had distinctly stated to Mr. Faithful, a solicitor at Brighton, and other persons, that Mr. Woods, in the evidence he gave before the Commissioner in Bankruptcy, had been guilty of wilful perjury, and was liable to be transported.

Mr. A. W. Woods, the plaintiff, said that upon finding the registration had not been performed in conformity with the statute, he repeatedly applied to Pool to come to his office to re-execute the deed; and upon finding that he did not do so, he went between 7 and 8 o'clock in the evening of the 2nd of October, 1855, to his house in Norfolk-square, accompanied by his clerk, Mr. Dempster. He was told that Pool was at home, and he went into the parlour, leaving Mr. Dempster outside, and he produced the deed, and Pool wrote with a dry pen over his old signature, and delivered the instrument as his act and deed in the usual formal manner. He said that he at once proceeded to his office and drew up an affidavit stating the circumstances under which the deed had been re-executed, and this was engrossed by his clerk, and sworn by him next day, and the deed was finally registered on the 9th of October.

On cross-examination, Mr. Woods said that Roberts had threatened to bring an action against him to recover the balance of his debt on account of his negligence in not originally registering the deed in proper time. It was his own opinion that the deed was perfectly valid; and Mr. Roberts acted again his advice in not defending the action brought against him by the assignees to set it aside. The plaintiff likewise said that on the evening to which he referred the door was opened by a female servant; and he had made inquiries in all directions to discover her and bring her forward as a witness, but he had been unable to do so.

Mr. Dempster, the gentleman referred to by the plaintiff as having accompanied him to Pool's house on the evening of the 2nd of October, was then examined; and he stated that he remained outside while Mr. Woods went in, and that when he came out he distinctly saw Pool accompany him to the door and remain talking to him a short time; and that Mr. Woods, when he returned, told him that Pool had re-executed the deed, and on the same evening he engrossed the affidavit that had been drawn up by Mr. Woods.

Mr. G. Faithful, solicitor, of Brighton, proved the conversation he had with the defendant, and that he said in reference to the proceedings that had taken place in the Court of Bankruptcy—"The fact is, Woods prejured himself."

For the defendant, Mr. C. Pool was called; and he stated that he had never executed any other deed than the one that was placed before him for that purpose in the month of June, 1855; and with regard to what was represented to have occurred on the evening of the 2nd of October, he swore positively that nothing of the sort took place. He said, that what was called the small sheep fair at Lewes was held on that day, which he had not missed attending for twenty years, and he left his house at Brighton about 1 o'clock, and rode on horseback to Lewes, and remained there till the evening, when he met a relative named Payne, who invited him to Ringmer, and they went there in a fly and passed the evening with Payne and other persons at the Anchor public-house, and he slept at Payne's, and did not return to Brighton until 8 o'clock on the following morning. He also stated, that, on the 2nd of October, his house in Norfolk-square was occupied by lodgers, and he was himself living at Roberts's, and it was, therefore, impossible that he could have executed the deed in his parlour under the circumstances stated by the plaintiff.

This witness said there was another sheep fair at Lewes, on the 21st of September, but he was sure the occurrences he had spoken to took place on the 2nd of October. He had no business to transact at the fair, and he did not make a bargain of any kind; and he was unable to give the name of any person who saw him in the fair on the 2nd of October. He sent for a fly to convey him to Ringmer, but he did not know where it came from or who was the driver.

Miss Ellen Pool, the sister of the last witness, stated that on the 2nd of October, 1855, the lower part of the house in Norfolk-square was occupied by lodgers, and that she remembered her brother going to the sheep fair at Lewes, and did not recollect seeing him any part of the day; and she also said that no one could have come to the house between 7 and 8 in the evening of the 2nd of October without her knowing it, and she was sure no one did come.

Several other witnesses were called, who spoke to seeing Pool at Ringmer on a certain evening about the month of October, but, on cross-examination, they were unable to speak with any certainty as to the particular day.

The jury, after a very short deliberation, returned a verdict for the plaintiff—Damages, £750.

LIMITED LIABILITY IN BANKING.

(*From the Times.*)

Great alarm is expressed by many persons at that clause of the new Banking Bill which proposes to allow any number of persons beyond six to associate as a company for banking purposes. No importance seems to be attached to the fact that it is not proposed that the law shall compel any one to trust them. It is said "they will enjoy all the *status* in society and all the advantages which a joint-stock bank enjoys." But a joint-stock bank enjoys no particular *status*, except such as it derives from its capital and proprietary. If seven unknown men, with £350 paid up, choose to invite the deposits of the public, are we to believe the public so incapable of resisting the invitation that we must make a special law to restrain them? If so, why not make laws to prohibit them from every other imprudence to which, in the exercise of their free will, they may be liable? The belief is that the public, on the whole, ought, with the assistance of the Criminal Courts, to be able to take care of themselves; and that, at all events, if they are defective in this power, they are not likely to acquire it by never being allowed to try. It would be at least but fair that the experiment should be made. A year's trial can scarcely yield us a combination of cases worse than those of the Tipperary, the London and Eastern, and the Royal British Banks; and if the Government still find that we are unfit to be out of leading-strings, they can then return to the protective method, which in the space of little more than twelve months presented us with these specimens of its utility.

A CASE FOR THE NEW DIVORCE COURT.—Matthias Wood, a respectable-looking man, was charged with bigamy, in marrying Susan Allen, on Sept. 30, 1841, his former wife, Phœbe Wood, being still alive. So far back as 1838 the prisoner was married to Phœbe Drinkwater, at Grinstead, Northamptonshire. Soon after the marriage the prisoner left his wife and came to reside at Upton-upon-Severn, and in Sept. 1841, he was married at Tewkesbury to Susan Allen, with whom he had lived up to the present time, and by whom he had had seven children. He had maintained a character at Upton as a good husband, a good father, and a good neighbour, for the last sixteen years. The first wife was living at Bedford, and the prosecution was instituted by her. The jury convicted the prisoner. When taken into custody the prisoner stated that he had left his first wife because she was in the habit of going with other men, and that he believed she was now living with a policeman. Mr. Baron *Martin* said, that, in these cases, he always wished to get at the real facts, and to know who the real prosecutor was; and, having taken time to make inquiries, he ultimately sentenced the prisoner to two months' imprisonment.

CIRCUMSTANTIAL EVIDENCE.—Dr. Fletcher, minister of Finsbury Chapel, London, narrates the following in regard to the case of Eliza Fenning, referred to by the Dean of Faculty, in his defence of Miss Madeleine Smith:—"A considerable number of years ago I was sent to visit, on a Sabbath-day, Eliza Fenning, in prison, who was sentenced to be executed on the following Monday, in the front of Newgate, and who was found afterwards—alas! though too late—innocent of the crime. She was executed for a deed she never committed. In company with the Ordinary of Newgate, I conversed and prayed with her. She was dressed in white—an emblem of her innocence. In the same garments she suffered death as a criminal on the following day. I had no opportunity of judging as to her innocence. The expression of her countenance will never be erased from my remembrance. It is literally stereotyped upon my heart. From what was communicated to me some years after the fatal and melancholy event, I can now explain the expression of her countenance. It was the demonstration of injured innocence! When the event of her execution was almost forgotten, a baker, dying in a workhouse in the vicinity of London, said to the matron of the ward, or some other individual, to the following effect:—'My mind is heavily burdened. I cannot die until I make the following communication:—Eliza Fenning died innocent of the crime for which she suffered. I am the murderer of her mistress. I put the poison into the morsel which effected her death.' On the trial, the jury concluded it must have been the cook who had administered the poison, as they had not the slightest clue to suspect the baker. Yesterday, in the vestry of my own chapel, one of my elders stated to me that the baker was a relative of the deceased. There is no doubt that he accomplished his murderous purpose to gratify some long-cherished passion of revenge for an offence given him, real or imaginary, by the fated victim of his malevolence. Better that a hundred murderers should escape, than that one innocent person should perish by 'circumstantial evidence.'"—*Times*.

CANVASSING.—The best defence of canvassing—and, indeed, the only kind of defence that can be made for much of the old wild electioneering—is, that canvassing has, and the wild practices had, a tendency to keep up friendly, pleasant, and personal relations between classes. Reduce everything to a matter of business and calculation, and half the old English element in life is swept away. It was "our old good humour," as Clarendon calls it, which made our elections so many Saturnalia in former days, which made the old gentry popular where your modern millionaire is only feared, and which, if once it die out, can never be supplied. A man cannot scour his county on a hunter to canvass without seeing more of the people, and being brought into closer relations with them, than he well could be in other ways. The excesses of the old elections are to be avoided; but why should everything be swept away? Abolish personal canvassing altogether, and the solemn prig stands as good a chance as the hearty and frank man, not to mention that the gentlemen of the kingdom lose the advantage which a personal intercourse with the people will always give them over rivals.—*Quarterly Review*.

AN ELECTIONEERING INCIDENT OF 1751.—It appears from the journals of the 10th of May, says the *Parliamentary History*, that one Thomas Long, gentleman, was returned for the borough of Westbury, in the county of Wilts, who, being found to be a very simple man, and not fit to serve in that place, was questioned how he came to be elected. The poor man immediately confessed to the House that he gave to Anthony Garland, mayor of the said town of Westbury, and one Watts, of the same, £4 for his place in Parliament. Upon which, an order was made that the said Garland and Watts should repay unto the said Thomas Long the £4 they had of him. Also, that a fine of £20 be assessed for the Queen's use on the said corporation and inhabitants of Westbury for their scandalous attempt.—*Quarterly Review*.

Recent Decisions in Chancery.

EQUITABLE MORTGAGE—PRIORITY—NOTICE.

Jones v. *Williams*, 5 W. R. 775; *Roberts* v. *Croft*, 5 W. R. 773.

These two cases involve two rather novel points in connection with the general doctrine of notice—*Jones* v. *Williams* being a case where deeds relating to part of an estate were deposited as the title-deeds of the whole; and *Roberts* v. *Croft* one where part of the title-deeds, not including those by which the property was conveyed to the depositor, were deposited. In the former case the deposit was held not to have created a good equitable mortgage over the property which was not included within the parcels of the deeds. In the latter, the deposit of a portion only of the deeds was decided to have constituted a valid equitable mortgage. The facts in *Jones* v. *Williams* were rather intricate, but all that is material may be shortly stated:—The mortgagors held two adjoining pieces of land under two deeds, one dated in Dec. 1840, the other in Aug. 1843. The first was deposited in 1845 with the mortgagors' bankers, the plaintiffs, to secure an advance. The deed of 1843 was afterwards deposited, in Jan. 1855, with the defendants (Messrs. Williams), who were also bankers, as security for an advance obtained from them. The two pieces of land were used as one manufactory by the mortgagors, and Messrs. Williams were, on this occasion, led to believe that the deed of 1843 related to the whole. Subsequently to this transaction, Messrs. Williams, in Feb. 1855, got a conveyance from the mortgagors, the general words of which were large enough to include the whole premises; but in the course of that transaction circumstances occurred which were held sufficient to fix them with constructive notice of Jones's deposit. In order, therefore, to establish their defence of purchasers for value without notice, it was necessary to show that the deposit in Jan. 1855 was in effect a mortgage of the property comprised in the deed of 1840. If that point could have been made out, Messrs. Williams, who had got in the legal estate, and who, as was admitted, had no notice except what the deposited documents supplied, would have been in a position to rely on the defence of purchasers without notice. The argument was, that, as the deed of 1843 did relate to the premises occupied by the mortgagors, and was represented by them as including the whole, the previous deposit with Messrs. Jones being at the same time suppressed, Messrs. Williams thereby acquired the rights of equitable mortgagees over the whole property which was described as comprised in their security. The Master of the Rolls, however, held, that, although there would be a right to compel the mortgagors in such a case to make good their representations, it would be going farther than had ever been done to hold that such a right actually created an equitable charge on the land. His Honour accordingly held, that, so far as this transaction was concerned, it did not make the defendants mortgagees over that portion of the property which was affected by the plaintiffs' charge, and that the subsequent acquisition of the legal estate did not give the defendants priority. The other part of the case was simply a decision on the evidence that the additional security afterwards obtained was obtained with constructive notice of the plaintiffs' claim, and, therefore, did not better the defendants' position.

In the other case (*Roberts* v. *Croft*), the depositor was the owner in fee of certain property, the title to which depended on a long series of deeds, commencing with 1768. Some of the earlier deeds were in duplicate; and one copy of these, and the whole of the other deeds, down to 1826, were deposited, as the title-deeds of the estate, with a Miss Willes, by way of equitable mortgage. The deposited deeds, however, showed no title in the depositor, but merely brought it down to the persons from whom he had purchased. No inquiry was made on this point, and the mortgagor afterwards deposited two deeds, of 1833 and 1838, together with the duplicates of some of the earlier deeds, with other parties, to secure an advance from them. It appeared that one of the duplicates (that of the deed of 1826) recited all the previous deeds; but no inquiry had been made as to the whereabouts of these documents. Under these circumstances, the second mortgagees claimed priority, on the ground of Miss Willes' negligence in taking, without inquiry, deeds which failed to trace the title down to the depositor. The Master of the Rolls held, that there was no ground for postponing her, and considered that, if he attached any importance to the fact that no title appeared in the mortgagor, it would be necessary, in every case of equitable mortgage, for the Court to go into a regular investigation of title. With respect to the alleged negligence, his Honour said, that there was the same ground for charging negligence on the other parties who had omitted to inquire for the old recited deeds. This decision is calculated to save the Court from much embarrassment; but it is possible that the distinction between deeds showing no apparent title, and deeds showing an imperfect title, may not yet be altogether disposed of.

PRODUCTION OF DOCUMENTS—CO-DEFENDANTS.

Betts v. *Menzies*, 5 W. R. 767.

There was an attempt in this case to bring correspondence in

relation to the suit between co-defendants within the rule which protects communications between parties and their legal advisers. Until the decision of Lord *Cottenham*, then Master of the Rolls, in *Curling* v. *Perring* (2 Myl. & K. 380), there appears to have been no instance in which the protection was ever extended beyond the case of solicitor and client. In *Curling* v. *Perring*, however, a motion for the production of correspondence (which was referred to in the defendants' answer, and admitted to be in their possession) between the solicitor of the defendants and a person not a party to the suit, was refused, on the ground that the correspondence had taken place after the dispute which was the subject of litigation had arisen, and that it formed no part of the plaintiff's title. "If the right of inspecting documents," said his Lordship, "were carried to the length contended for by the plaintiff, it would be impossible for a defendant to write a letter for the purpose of obtaining information on the subject of the suit, without the liability of having the materials of his defence disclosed to the other party." In *Holmes* v. *Baddeley* (1 Phill. 476), Lord *Lynahurst*, and in *Combe* v. *The Corporation of London* (1 Y. & C. C. C. 648), *Knight Bruce*, then Vice-Chancellor, refused to order the production of cases and opinions which had been prepared and taken in contemplation of litigation, not only in the suit in reference to which the opinions were taken, but in a subsequent suit respecting the same subject-matter, and involving the question to which the cases and opinions related. But these decisions appear to be extreme illustrations of the rule, and are hardly consistent with other reported cases. Professional privilege is the foundation of the rule, though, as we have seen, it has been applied in other instances; but professional privilege, as Lord *Truro* observed in *Glyn* v. *Caulfield* (3 Mac. & Gor. 474), is a ground of exemption from production adopted simply from necessity, and ought to extend no further than is absolutely necessary to enable the client to obtain professional advice with safety. Beyond what was absolutely necessary for this purpose, his Lordship considered that it ought not to be allowed to curtail the power of a court of equity to compel discovery. Lord *Brougham* used similar language in *Greenough* v. *Gaskill* (1 Myl.& Ke. 98); and in *Goodall* v. *Little* (1 Sim. N. S. 155), Lord *Cranworth*, then Vice-Chancellor, held that there was no protection as to letters between the parties themselves, or from a stranger to a party, merely because such letters might have been written in order to enable the person to whom they were sent to communicate them, in professional confidence, to his solicitor. During the argument of the last-mentioned case, an opposite decision, by Lord *Cottenham* (*Reid* v. *Langlois*, 1 Mac. & Gor. 627), does not appear to have been cited. In *Reid* v. *Langlois*, Lord *Cottenham* expressly held, that correspondence between a defendant and his agent, for the purpose of being communicated by his agent to his legal adviser, was privileged from production. This conflict of decisions arises evidently from a difference of opinion among judges as to the general policy of the rule as to privileged communications; some judges leaning to the opinion that there ought to be no such rule, and others being of a contrary opinion, and believing that even truth may be purchased too dearly, when it is only discoverable at the expense of general convenience (see per Lord *Cranworth*, when Vice-Chancellor, in *Baiguy* v. *Broadhurst*, 1 Sim. N. S. 112). In *Betts* v. *Menzies*, *Wood*, V. C., appears to be indisposed to extend protection from discovery further than the reported decisions expressly warrant, or to apply it in any other cases than those of solicitor and client and witnesses. "No case," said his Honour, "had gone to the length that where two co-defendants corresponded, each being able to communicate with his solicitor, such correspondence was entitled to protection. It was not necessary that one defendant should communicate to another those things which he must disclose to his solicitor; and if he took upon himself to make any such communications, the plaintiff was entitled to extract from the co-defendant everything within his knowledge." In this case, as in *Curling* v. *Perring*, the production was resisted, upon the grounds that the letters were written after the institution of the suit, or in anticipation thereof, and that they related exclusively to the defence, which appears to bring the documents within the exception pointed out by Lord *Cottenham's* observations in *Curling* v. *Perring*, though that case is, no doubt, distinguishable, on account of the fact that there the correspondence was between the solicitor of the party and a witness.

WINDING-UP—LIST OF CONTRIBUTORIES.

***Re The Kilbricken Mines Company (Libri's Case); Re The Court Grange Mining Company (Sedgwick's Case)*, 5 W. R. 773.**

The question which was discussed before, but not decided by, the full Court of Appeal two months ago, in *Ex parte Harding Re Morland Greig*, has again come before the Court in *Re The Kilbricken Mines Company*—viz. whether or not the chief clerk has jurisdiction to settle the list of contributories under the Winding-up Act? On the one hand, it was argued, that, as (under s. 10 of the 15 & 16 Vict. c. 80) matters arising out of the Winding-up Acts were excepted from the provisions transferring to the chief clerk the business theretofore transacted by the Master, it was obligatory upon the judge himself to settle the list, and that, until he did settle it, there was no compliance with s. 79 of the Winding-up Act, 1848. On the other hand, it was contended, that, the chief clerk having certified, and there having been no appeal made within fourteen days, he must be considered as being invested with the same authority as the Master. The V. C. *Wood* appeared to have no doubt, that, until the list was signed by the judge himself, it could not be considered as being properly settled, but seemed to be at a loss as to the course to be pursued under such circumstances. In *Ex parte Harding*, the certificate of the chief clerk was not signed by the judge himself, but by the chief clerk only; and Mr. Commissioner *Goulburn*, therefore refused to admit a claim by the official manager of the British Bank against a person named in the order for a call so signed. But the Court held, that, as the order had the seal of the Court of Chancery affixed, the Commissioner was not at liberty to question it. In that case the Court of Appeal declined to go into any question as to whether or not the chief clerk had any such judicial power as had been exercised by the Master, as their Lordships considered that such a question was not then properly raised upon the proceedings on appeal from the decision of the Commissioner of Bankruptcy. The time has come, however, when the decision of the question cannot be conveniently postponed any longer; as there is, and will continue to be, considerable embarrassment in dealing with winding-up cases in chambers, so long as it is uncertain whether the duty of actually settling the list of contributories, and of making calls, is to be discharged by the judge himself, or by his chief clerk. In *Re The Court Grange Mining Company*, *Wood*, V. C., decided, that, before any proceedings were taken by the chief clerk to settle the liabilities of individual shareholders in respect of a company being wound up in chambers, the list of contributories must first be settled.

Cases at Common Law specially Interesting to Attorneys.

OBTAINING PROPERTY BY FALSE PRETENCES—7 & 8 GEO. 4, c. 29, s. 53.

Reg. v. *Danger*, 5 W. R., C. C. R., 738.

The law as to obtaining property by "false pretences" continues to give rise to questions of intricacy. A few weeks ago[a] we had occasion, in another part of this Journal, to make some remarks on the case of *Reg.* v. *Bryan*, in which a conviction under 7 & 8 Geo. 4, c. 29, s. 53, was quashed. There, it will be remembered, the prisoner had obtained money by pretending that certain spoons he offered in pledge were equal in quality of plating to those made by Elkington & Co., whereas he knew they were of inferior quality; and the majority of the judges held, that a mere misrepresentation of the *quality* of an article on which money was obtained was not within the statute. In the present case the prisoner, Danger, was indicted under the same section for obtaining a "valuable security" by false pretences; and it appeared that the prisoner had pretended falsely to the prosecutor that he, the prisoner, had at his disposal, for sale, some leather; and that the prosecutor, relying on such assurance, agreed to buy such leather from him, and to accept a bill of exchange drawn by the prisoner, and *payable to his order*, for the amount of the purchase money. It was objected for the prisoner that no "valuable security" within the meaning of the Act had been obtained by the prisoner from the prosecutor; for that, until the acceptance by the prosecutor, the property in the bill of exchange was in the prisoner, and that the prosecutor acquired no property therein by writing his name as acceptor—the chattel obtained was the chattel of the prisoner himself; all that was obtained was evidence of a promise on the part of the prosecutor to pay. On the other side, it was urged for the Crown, that a person stealing his own goods may be indicted for larceny; and that there was, moreover, nothing in the Act to show that the security must belong to some person other than him by whom it was obtained. The opinion of the Court,

[a] *Supra*, p. 534.

however, was again in favour of the prisoner. They held, that, to support an indictment under this provision, it is essential to show that the document was a valuable security while in the hands of the prosecutor; but while it was in the hands of the prosecutor it was—not having been indorsed by the prisoner—of no value to the prosecutor, nor to any one else, unless to the prisoner himself. "In obtaining it," said the Court, "the prisoner was guilty of a gross fraud, but, we think, not of a fraud contemplated by this Act of Parliament." The conviction was quashed.

ATTORNEY AND CLIENT—LIABILITY FOR EXPENSES OF WITNESSES.

Lee v. *Everest*, 5 W. R., Exch., 759.

This is a very satisfactory decision. The only thing of which we have to complain is, that such a sensible limitation of the liability of attorneys should ever have required to be judicially determined. The case arose thus:—The defendant was attorney to the parish officers at Epsom, and certain poor-rates assessed on property within that parish were appealed against. The assessments in question had been made by one P., a surveyor; and the defendant, as the attorney for the parish, and in order to provide evidence in support of the rate at the ensuing sessions, wrote to P., requesting him to secure the services of an experienced valuer, to justify the assessment. The valuer selected by P. was the plaintiff in the present action, and he proceeded to make a survey and report of the premises in question, and incurred considerable expense in order to qualify himself to give the evidence he afterwards tendered at the hearing of the appeals. At the trial, a verdict for the plaintiff was entered for the amount claimed; but leave was reserved to move to enter a nonsuit if the Court should be of opinion, on the above facts, that the defendant was not responsible. It was now urged, on behalf of the plaintiff, that the attorney was liable personally, the charges and expenses having been incurred by the plaintiff at his request. And those decisions were relied upon, which determined that the attorney and not the client is liable to any bailiff employed by the former to execute a writ issued on behalf of the latter—viz. *Maile* v. *Mann* (2 Exch. 603), and, more recently, *Brewer* v. *Jones* (10 Exch. 655). On the other hand, it was urged for the defendant, that it had been decided by *Robins* v. *Bridge* (3 M. & W. 114) that an attorney is not personally liable to a witness whom he subpœnaes, for the expenses of his attendance to give evidence; and that there was no sound distinction between the case of a witness who was already qualified, and one who had first to qualify himself. To this reasoning the Court assented. "It is a clear rule," said the Chief Baron, "that where a person is presumably acting as agent for another, the principal is bound, and not the agent." In this case the defendant had had no communication with the plaintiff except in the character of attorney to the parish officers; against whom, indeed, the plaintiff had, in the first instance, made his claim. The engagement of a witness to give evidence is not with the attorney but with the client, by whom alone an action can be brought for any breach of duty committed by the witness.

We may add to the observations of the Court, that, in the case of the *bailiff*, the only privity of contract which exists is between him and the attorney, which distinguishes it completely from the present action. We may also refer to the case of *Mayberry* v. *Mansfield* (9 Q. B. 754), by which it was determined that an attorney is not liable to be sued by the *sheriff* for his fees in executing a writ, in the absence of any special circumstances showing that he intended to make himself personally liable; though the sheriff has, by statute, a right to recover such fees from the client.

MAGISTRATE, ACTION AGAINST—WHEN IT LIES.

Gelen v. *Hall*, 5 W. R., Exch., 757.

This was an action brought against a magistrate for having assaulted and falsely imprisoned the plaintiff, and for having convicted him "wrongfully, wilfully, and maliciously, and without reasonable or probable cause," of a breach of a bye-law of a railway company, whereby he was compelled to pay a sum of money; but which conviction was afterwards quashed on appeal to the Quarter Sessions. It appeared that the plaintiff had been, in the first instance, charged with travelling on the railway with an expired ticket, and pending the hearing of the charge had been committed by the defendant for safe custody to the House of Correction. Before, however, the case came on, it was found out that the ticket in question had been accidentally misdated by the company, whereupon he was discharged from custody, but was served with a summons to appear to answer the charge of having refused to give up his ticket on demand, there having been some delay in his doing so when asked on his journey to produce it. At the trial, the jury, under the direction of Lord *Campbell*, found for the defendant on the count for false imprisonment, with leave to the plaintiff to enter a verdict of £20 damages. As to the count for the improper conviction, the plaintiff had a verdict with considerable damages. A rule was obtained on behalf of the plaintiff to enter the verdict for him on the first count; and another, on behalf of the defendant, to set aside the verdict on the second count, and to arrest the judgment. These rules came on to be argued together; and the Court held, in the first place, that the defendant was entitled to retain his verdict on the first count, because he was justified in point of law, by 11 & 12 Vict. c. 43, s. 16, in committing the defendant to the House of Correction for the time that should elapse before the hearing of the charge. The Court also held that the rule for setting aside the verdict obtained by the plaintiff must be made absolute; not with reference to the question as to whether any action lay against the magistrate (with regard to which they declined for the present to pronounce any opinion), but because, after perusing the evidence which had been offered at the trial, they thought it was proper that the case should be submitted to a second jury.

As to the question whether any action at all lay against the magistrate, it is to be remembered, that, at common law, a justice, whose conviction was quashed from any defect, was liable for anything done under it, just as any other person by whose authority a writ is issued which is afterwards set aside. It was in order to protect magistrates in the execution of their duties that it was provided by 11 & 12 Vict. c. 44, s. 1, that, in the declaration of every action brought against a justice for any act done by him in the execution of his duty as such justice, and with respect to a matter within his jurisdiction as such, it must be expressly alleged that the act was done maliciously, and without reasonable and probable cause; and that, if such allegation be not proved at the trial, the defendant shall have a verdict. On the other hand, with regard to judges of the superior and other courts of record, the rule seems to be, that no action will in general lie for acts done in the execution of their office. In case of corruption, the remedy is not by action at the suit of the party injured, but by way of criminal information. Yet it has been held, that even a judge of record may be sued for an act done by his command, where he has no jurisdiction, and is not misinformed as to the *facts* on which his jurisdiction depends. (See *Houlden* v. *Smith*, 14 Q. B. 841).

PERSONAL LIABILITY OF DIRECTORS ON PROMISSORY NOTES.

Lindus v. *Melrose*, 5 W. R., Exch., 758.

This was an action against three of the directors and the secretary of a joint-stock company "limited," registered under 19 & 20 Vict. c. 157, on a promissory note signed by them. It appeared from the note that it was for a sum of money "for value received in stock" on account of the company. It was held by the Court, that the note ought to be construed as if the words between inverted commas had been in a parenthesis, and then it would appear that the parties against whom the action had been brought had signed the note on account or on behalf of the company only, and not intending to bind themselves personally; for otherwise the same instrument would show on its face that the consideration for it was received by one party, and the promise made by another.

It is somewhat singular that neither in the argument nor the judgment of this case was any allusion made to that of *Aggs* v. *Nicholson* (1 H. & N. 165), and yet it is much in point. There a promissory note was signed by two directors of a joint-stock company, and it appeared by the note itself that the promise was made by the directors so signing "by and on behalf of the society; value received." Here, also, it was held that the note was binding on the company, and not on the directors who signed it personally.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A Special Meeting of the Managing Committee was held on the 17th instant.

A deputation from the Manchester Law Society attended to make arrangements with the Committee with reference to the Annual Provincial Meeting of the Association, and it was re-

solved that the meeting should be held at Manchester on the 7th, 8th, and 9th of October next, the opinion generally expressed at the meeting at Liverpool last year being, that the most convenient time for assembling would be during the first whole week in October.

The Secretary and Assistant-Secretary were instructed to co-operate with Mr. Marriott, the Honorary Secretary to the Manchester Law Society, in securing the attendance of members and the reading of papers, and generally in carrying out such measures as the Manchester Law Society might deem expedient to promote the success of the meeting.

The Secretary reported that in accordance with the resolution passed at the previous meeting, a third letter had been sent to the editor of the *Law Times* on the 15th instant, asking for the names of the two members of the Society whom he wished to place upon the Committee of Investigation proposed by himself, and that no reply had been received.

The Assistant-Secretary reported that the petition of the Association for the amendment of the "Married Women's Reversionary Interest Bill" had been presented, through Lord St. Leonards, to the House of Lords.

The Assistant-Secretary also reported an interview with the Solicitor-General on amendments in the Attorneys and Solicitors' Colonial Courts Bill," and the "Summary Jurisdiction of Justices of the Peace Bill," to which the Committee had called attention; and that the Solicitor-General informed him they had been considered with a desire to meet the wishes of the Committee.

The Committee discussed the proposed new clauses in the Probates and Letters of Administration Bill, excepting from the jurisdiction of district offices cases in which property may have consisted wholly or in part of money in the public funds, or of shares in public companies, and the reasons assigned for the necessity of such clauses.

The consideration of the other business on the Agenda List was postponed.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

END OF THE COLCLOUGH WILL CASE.

The final ending of the long-litigated case of *Boyse* v. *Rossborough* may, under all the circumstances, be considered a fair compromise for both of the hostile parties. The terms, as agreed on last week, down at the Wexford assizes, are as follows:—Rossborough and wife, the defendants, are to remain in the undisturbed possession of the Tintern Abbey estates—which are valued at between eight and nine thousand a year—subject only to Mrs. Boyse's jointure of five hundred per annum; while Mrs. Boyse is to retain all the rents and profits received by her while in possession of the estates, and part of which, about £22,000, is lodged in the Court of Chancery. Thus suddenly terminates this great trial, in which six leading counsel were engaged on special retainers. The merits of the case have so frequently been discussed in courts of justice and by the public press during several years back, that it is needless to recur to the subject, especially as all litigation is now at an end. Some idea may be formed of the strong feeling which prevailed in the county of Wexford against the plaintiff, when it is recollected that in the House of Lords a very decided opinion was expressed in her favour, and that, notwithstanding this, the jury were found to be so manifestly leaning against her, that she was advised to compromise. In fact, when the application to change the venue to another county was refused by the Lord Chancellor of Ireland, those who were best acquainted with the subject looked upon the case as virtually decided against Mrs. Boyse, being aware of her unpopularity in Wexford, and of the prevalent feeling throughout that county in favour of the Rossboroughs. On one account, the compromise is most unsatisfactory. It leaves the vexed question of "undue influence" just where it was. The plaintiff is in this false position—that, after Lord *Cranworth*, in delivering the judgment of the House of Lords, has decided that the facts did not disclose undue influence exercised over the testator, Colclough, still the plaintiff, by submitting to a verdict, in effect admits that the will was not duly executed by the testator. But this is another instance to be adduced to show that personal considerations have more weight with a jury than the abstract justice of the matter.

DECREASE OF CRIME IN IRELAND.*

Never was it so plain that crime goes hand in hand with poverty. From 1847 to 1849, Ireland was at its lowest ebb. The effects of the famine were yet severely felt by all classes of the community; wages were very low, and employment was very scarce. At that period, it will be remembered, that disaffection prevailed to a great extent among the poorer classes, and to no trifling extent among the middle classes. These causes acted and reacted on one another; and between starvation and sedition, the island and its inhabitants were in a state which excited the utmost alarm at the head-quarters of Government. Treason, Felony Acts, Arms Acts, and other ingenious approximations to military law, were resorted to largely: so little was the source and origin of the disease understood in England.

Since that time, however, the aspect of affairs is wholly changed. From a state of general bankruptcy and wretchedness, Ireland has emerged into prosperity and incipient wealth. The land has been transferred from the hands of Chancery receivers into those of solvent and improving proprietors. Political agitation is absolutely unheard of in any part of the country. Now that peace and prosperity prevail everywhere, it will be worth while to turn to the criminal records, and mark the corresponding diminution in the number of the inhabitants of our gaols and penitentiaries.

In 1849, the number of persons committed for trial at the various assizes and quarter sessions amounted to nearly 42,000. In 1856, the number of committals had diminished 5-6ths; only 7,100 persons being committed in the latter year. This improvement in the national morality was not sudden; it was, like the general prosperity, progressive. On the 1st of January, 1850, 11,000 prisoners were confined in the different gaols; the year after, the number fell to 10,000; and it steadily diminished in 1852 and 1853. In 1854, the number of prisoners was only 5,755; in 1855, it had further diminished to 5,080; in 1856, 3,561 prisoners were found; and on the first day of the present year no more than 3,419 persons were, throughout Ireland, in the custody of the law.

Under these circumstances, the judges have had an easy time of it this summer circuit. The lists of prisoners were so scanty as to call for general congratulations between Bench and jury-box. So many gifts of white gloves by high sheriffs were never before recorded. The truth is, that the Irish peasant is not naturally an ill-disposed or a vicious specimen of humanity. He violates the law when poverty harasses him; he attends a seditious meeting when no more useful employment presents itself; but when work and wages are to be had, he constantly manifests a preference for honest labour. This is happily the case now; and, with the exception of some little excitement in the West, arising out of contested elections, and in the North, caused by foolish reminiscences of the Boyne, the guardians of the Queen's peace have, throughout the country, all but a sinecure. Long may the presentation of kid gloves continue to be a prominent duty of the shrievalty.

EDINBURGH.—(*From our own Correspondent.*)

Mr. Craufurd's announcement of his intention to withdraw his Judgments Execution Bill has not been received with much surprise in Scotland, and perhaps with little regret. The Bill, when first introduced, was received here with much distrust, for several reasons. Mr. Craufurd himself was not personally popular; although a Scotch member, he was an English lawyer, and Scotch lawyers are naturally jealous of any interference with their law from such a quarter; and lastly, the Bill proposed to overturn legal principles which had been received as axioms from time immemorial. It was not, therefore, surprising that old men shook their heads. But these feelings were gradually dying away, and the Bill, if not welcomed, would, at all events, have been calmly submitted to, but for the mutilations which it suffered in consequence of the unfair and unreasonable attacks made through it upon the law of Scotland. That Mr. Craufurd did his best to maintain his Bill is universally admitted; and the perseverance with which he fought it forward against the formidable and factious opposition arrayed against it, has gained him much sympathy and many admirers, who might, in other circumstances, have proved unfriendly. But it was plain, in the course of the debate, that his knowledge of Scotch law did not enable him to meet the objections to his Bill, which were founded on the law of Scotland; and he was, therefore, obliged to submit to amendments which put Scotch decrees in a worse position than either

* "Report of Inspectors Generals of Irish Prisons;" *Freeman's Journal*, of 20th instant.

English or Irish decrees—amendments, too, which went far beyond what was necessary to meet anything that was reasonable in the objections on which they were founded. If Mr. Craufurd had had sufficient knowledge of Scotch law, he might have so modified his Bill as to make it a complete answer to such cavillers, and increased very greatly the number of his supporters in Scotland. Of course, it was the business of the Lord Advocate, if Mr. Craufurd had the support of Government, as he was understood to have, to answer the objections referred to, and to propose a remedy to the extent to which these objections might be supported on reasonable principles; but as his Lordship satisfied himself with panegyrising Scotch law generally, and recommending English and Irish lawyers to study it, it must be supposed that he was afraid to go very deep into legal principles, or too much occupied with his own crude schemes, to help Mr. Craufurd to elaborate his one, or, which is the common belief, that the support of the Government was more nominal than real. Mr. Craufurd has intimated his intention of bringing forward his Bill again next session; and as he must be well aware that nothing that is wished to be done is so certainly done as when we do it ourselves, we would recommend him to study for himself the extent of jurisdiction claimed by the Scotch courts, and the mode in which it is exercised, and he will then be able to meet the absurdities so solemnly enunciated by some of his opponents. It is not too much to expect that a Scotch member and a lawyer should take this trouble.

The Court of Session rose on Saturday for the long vacation, which lasts till November. During this long period, there is little or no civil business done; and the consequence is, that the junior bar (their opinions not being very valuable, or, at least, not greatly sought after) are almost completely idle, for very few go circuit, and those who do look upon the whole affair more as a piece of pleasure than real work, and give it up altogether after making a few rounds. The seniors, like the other branches of the profession, must, of course remain longer at home, for whenever solicitors are at work there must be work preparing for them. Besides this, many of these seniors are engaged in the Jury Court, which is now sitting, and which continues to do so till the trials are all disposed of—a work which generally occupies ten days or a fortnight. But, after all, they have little to complain of, because, by almost universal consent, August and September are devoted to pleasure by the Edinburgh lawyers, and the busiest may be absent for weeks without calling forth any remark, perhaps without being asked for.

Englishmen have little idea of the change which vacation makes in Scotland; at least, those will have little idea who are not aware that it is the custom in Edinburgh for the whole bar, seniors and juniors, who practise, or desire to practise, their profession, whether they have work to do or not, to meet every morning during session, at nine o'clock, in their robes, under the roof which covered the old Parliament of Scotland, where they remain for two or three hours, the busy ones discussing their cases with the solicitors who employ them, and moving off to the different courts, when they recognise their names—as only a practised ear could do—in the dreadful jargon which every minute rolls along the hall, the briefless ones retailing the gossip of the town to each other, with all the emendations and additions which imagination may have suggested, and gradually dropping off to their pleasure or their studies, about twelve o'clock, after which the courts are left in the possession of those who have real work to do. Vacation rudely breaks in upon those pleasant morning meetings. There is no other place where one can be sure of meeting such an agreeable variety of friends; no place where the conversation is so sure to jump pleasantly with your own humour; no place where you pick up so much news and gossip with so little trouble; and no place where you improvise so many pleasant little parties. What wonder is it, then, that in this welcome given to the vacation, a sigh of regret should mingle.

One of your correspondents, we are happy to see, has begun a criticism on the Glasgow Poisoning Case, and he has already started two or three questions of general interest—among others, the admission of hearsay evidence, the extent of cross-examination, and the propriety of a unanimous verdict. The two first questions require a reference to the proceedings in the case; and as the authentic report by the Faculty Reporter, which is sure to be well done, and is expected to be a verbatim one, is promised in a day or two, we prefer to wait till it appears, rather than use mere newspaper reports, which can seldom be depended upon. The third question, however, is one which may be discussed altogether apart from the present case; and in regard to it we must say that we were certainly surprised to hear it argued that unanimity obtained by imprisoning and starving the jury till it is arrived at can give any moral weight to a verdict, unless we start with this assumption—that no man ought to be found guilty unless the evidence is so clear that every juryman must be satisfied of his guilt. We do not imagine that Englishmen wish to maintain any such proposition: they say one man on a jury has doubts—if he is left to the rest, they will convince him. But is this practically true? We think, in criminal cases, to which these observations are exclusively limited, certainly not. On the contrary, we, in Scotland, think that, in England, justice is very often defeated by demanding such unanimity. One man holds out obstinately against a conviction, all the rest think the prisoner guilty; but one man sees reason to doubt, though they see none; therefore there may be doubt, they are not to make martyrs of themselves for a mere opinion, and they accordingly bring in a unanimous verdict of not guilty. What moral weight can such a verdict have; and yet we believe such verdicts are not uncommon. We should be astonished if they were. We think that the arrangement is quite calculated to produce the result. In Scotland we believe that the natural tendency of the heart is to be merciful to a criminal, even at the expense of truth and justice, and that, therefore, no juryman will find a prisoner guilty unless he is compelled to draw that conclusion. If eight men on a jury (the criminal jury in Scotland consists of fifteen) pronounce a panel guilty, he is sure to be so in the judgment of all reasonable and unimpassioned men, and the remaining seven are in all probability very willing to find a flaw to hang their opinions upon. We feel quite persuaded, that, in all cases involving loss of life or any serious punishment, this principle of human nature may be relied upon with the most perfect confidence.

COUNTY COURTS.—(*From a Correspondent*).

The superior courts possess a great advantage over the county courts with regard to the issuing of execution against the body. In the former, you get your writ at once; but in the latter, you are obliged to take out a summons on the judgment—a proceeding nearly the same as the commencement of a new suit, and attended with the payment of fresh fees for the summons and the hearing. Sect. 101 of 9 & 10 Vict. confers on the judge the power of committal on the hearing of the cause, but the judge of this district is unwilling to exercise it, and has, on several occasions, refused to do so; leaving the plaintiff the remedy by judgment summons; and, I believe, most of the judges follow this course. Now, the great evil of the system to say nothing of the fees, is the delay in arresting a defendant, and which gives such fine opportunities to wandering scoundrels, having no fixed residence or effects, to plunder their creditors *ad libitum*; for, before the day of hearing, the defendant, of course, decamps, leaving the plaintiff the empty satisfaction of an order, and the payment of court fees.

I will now mention something worse. Having obtained a judgment against a defendant residing out of the jurisdiction, I cannot even issue the judgment summons as a matter of course, but must actually wait till the next court, and then make an application for leave. Now, as, under the new Act, the registrar has the power to grant leave to issue the *original* summons in such a case, why should he not have the same power with regard to the judgment summons?

Orders in Chancery.

July 18th, 1857.

The Right Honourable Robert Monsey, Lord Cranworth, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Honourable Sir John Romilly, Master of the Rolls, the Right Honourable Sir James Lewis Knight Bruce, and the Right Honourable Sir George James Turner, the Lords Justices of the Court of Appeal in Chancery, the Honourable the Vice-Chancellor Sir Richard Torin Kindersley, the Honourable the Vice-Chancellor Sir John Stuart, and the Honourable the Vice-Chancellor Sir William Page Wood, doth order and direct as follows:—

1. The Orders of the 11th day of April, 1842, shall be amended as to Numbers XI. and XII. in manner following (that is to say):—

XI. If any party or person who is by an order or decree made in any suit or matter ordered to pay money, or to do any other act in a limited time, shall, after due service of such order or decree, refuse or neglect to obey the same according to the

exigency thereof, the party or person prosecuting such order or decree shall, at the expiration of the time limited for the performance thereof, be entitled to a writ or writs of attachment against the disobedient party or person; and in case such party or person shall be taken or detained in custody under any such writ of attachment without obeying the same order or decree, then the party or person prosecuting the same order or decree shall, upon the sheriff's return that the party or person has been so taken or detained, be entitled to a commission of sequestration against the estate and effects of the disobedient party or person; and in case the sheriff shall make the return *non est inventus* to such writ or writs of attachment, the party or person prosecuting such order or decree shall be entitled at his option either to a commission of sequestration in the first instance, or otherwise to an order for the Serjeant-at-Arms, and to such other process as he hath hitherto been entitled to upon a return *non est inventus* made by the Commissioners named in a commission of rebellion issued for the non-performance of an order or decree.

XII. Every order or decree made in any suit or matter requiring any party or person to do an act thereby ordered, shall state the time, or the time after service, of the order or decree within which the act is to be done; and upon the copy of the order or decree which shall be served upon the party or person required to obey the same, there shall be indorsed a memorandum in the words or to the effect following—viz.:

"If you, the within-named A. B., neglect to obey this order [*or* decree] by the time therein limited, you will be liable to be arrested under a writ of attachment issued out of the High Court of Chancery, or by the Serjeant-at-Arms attending the same Court, and also be liable to have your estate sequestered for the purpose of compelling you to obey the same order [*or* decree]."

2. If it shall appear upon the return of any writ of *fieri facias*, or any writ of *elegit*, issued in pursuance of the General Orders of the 10th May, 1839, that the person against whom such writ shall have been so issued, is a beneficed clerk, and has no goods or chattels, nor any lay fee in the bailiwick of the sheriff to whom such writ shall have been directed, the person to whom the sum of money or costs mentioned in such writ is or are payable, shall, immediately after such writ, with such return, shall be filed as of record, be at liberty to sue out one or more writ or writs of *fieri facias de bonis ecclesiasticis*, or one or more writ or writs of *sequestrari facias*, in the form stated in the schedule hereto, or as near thereto as the circumstances of the case may allow.

3. On every such writ of *fieri facias de bonis ecclesiasticis*, or writ of *sequestrari facias*, so to be issued as aforesaid, there shall be indorsed the words "By the Court," and also thereunder the calling, if any, and place of residence, if any, of the party or person against whom such writ shall be issued, and also the name and residence or place of business of the party or solicitor at whose instance the same shall be issued; and every such writ shall be also indorsed for the sum to be taken or levied, according to the form used upon like writs issuing out of the superior courts of common law.

4. Such writs, when sealed, shall be delivered to the bishop, and shall be executed by him as nearly as may be in the same manner in which he doth or ought to execute such like writs issuing out of the superior courts of common law, and such writs, when returned by the bishop, shall be delivered to the parties or solicitors by whom respectively they were sued out, and shall thereupon be filed as of record in the office of the Clerks of Records and Writs of this Court; and for the execution of such writs the bishop or his officers shall not take, or be allowed any fees other than such as are, or shall be, from time to time allowed by lawful authority for the execution of the like writs issuing out of the superior courts of common law.

5. For every such writ so to be issued in pursuance of these orders, there shall be allowed to the solicitor at whose instance any such writ shall be issued, the sum of 6*s.* 8*d.* for instructions for the said writ, and the sum of 13*s.* 4*d.* for preparing the same, and a fee of £1 shall be paid by means of a stamp for examining and stamping every such writ at the office of the Clerks of Records and Writs, and there shall be also allowed to such solicitor the further sum of 6*s.* 8*d.* for attending to lodge the same at the bishop's registry, and for attending to instruct the officer charged with the execution of such writ.

SCHEDULE.

Forms of Writs.

No. I.—*Fieri Facias de Bonis Ecclesiasticis.*

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, To the Right Reverend Father in God (John), by divine permission Lord Bishop of ——, greeting. We command you that of the ecclesiastical goods of C. D., Clerk in your diocese, you cause to be made £——, which the said C. D. lately before us in our Court of Chancery, in a certain cause or certain causes [*as the case may be*] wherein A. B. is plaintiff and C. D. is defendant, or in a certain matter there depending, intituled, "In the matter of E. F." [*as the case may be*], by a Decree or Order [*as the case may be*] of our said Court, bearing date the —— day of ——, was decreed or ordered [*as the case may be*] to be paid by the said C. D. to the said A. B., together with interest on the said sum of £ ——, at the rate of £4 per centum per annum from the —— day of ——, and have that money, together with such interest as aforesaid, before us in our said Court, immediately after the execution hereof, to be rendered to the said A. B., for that our Sheriff of —— returned to us in our said Court on —— [*or* "at a day now past"] that the said C. D. had not any goods or chattels or any lay fee in his bailiwick whereof he could cause to be made the said £ —— and interest aforesaid, or any part thereof, and that the said C. D. was a beneficed clerk (to wit) rector of the rectory [*or* "vicar of the vicarage"] and parish church of —— in the said sheriff's county and within your diocese [*as in the return*]; and in what manner you shall have executed this our writ make appear to us in our said Court, immediately after the execution hereof, and have you there then this writ. Witness Ourself at Westminster, the —— day of ——, in the year of our Lord ——.

No. II.—*Fieri Facias to the Archbishop, de Bonis Ecclesiasticis, during the vacancy of a Bishop's See.*

Victoria [*&c., as in No. I.*], To the Right Reverend Father in God ——, by Divine Providence Archbishop of Canterbury, Primate of All England and Metropolitan, greeting. We command you, that of the ecclesiastical goods of C. D., Clerk, in the Diocese of ——, which is within the province of Canterbury, as Ordinary of that Church, the Episcopal See of —— now being vacant, you cause to be made [*&c. Conclude as in the preceding form*].

No. III.—*Writ of Sequestrari Facias.*

Victoria, by the Grace of God of the United Kingdom o Great Britain and Ireland, Queen, Defender of the Faith, To the Right Reverend Father in God (John), by Divine permission Lord Bishop of ——, greeting. Whereas we lately commanded our Sheriff of ——, that he should omit not by reason of any liberty of his county, but that he should enter the same, and cause to be made [*if after the return to a fieri facias*] or delivered [*if after the return to an elegit, &c., recite the former writ*]. And whereupon our said Sheriff of ——, on —— [*or* "at a day past"], returned to us in our said Court of Chancery that the said C. D. was a beneficed Clerk, that is to say Rector of the Rectory [*or* "Vicar of the Vicarage"] and Parish Church of ——, in the county of ——, and which said Rectory and Parish Church were within your Diocese, and that he had not any goods or chattels, or any lay fee in his bailiwick [*here follow the words of the Sheriff's return*]. Therefore, we command you that you enter into the said Rectory [*or* "Vicarage"] and Parish Church of ——, and take and sequester the same into your possession, and that you hold the same in your possession until you shall have levied the said £ —— and interest aforesaid of the rents, tithes, rentcharges, in lieu of tithes, oblations, obventions, fruits, issues, and profits thereof, and other ecclesiastical goods in your Diocese of and belonging to the said Rectory and Parish Church of ——, and to the said C. D. as Rector thereof, to be rendered to the said A. B., and what you shall do therein make appear to us in our said Court immediately after the execution hereof; and have you there then this writ. Witness Ourself at Westminster, the —— day of ——, in the year of our Lord ——.

Indorse it as a Fi. Fa.: After the words "expenses of the execution," *add*, "and sequestration."

Signed by the Lord Chancellor and the other Equity Judges.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, July 17.

JOINT-STOCK COMPANIES BILL.

This Bill was read a third time.—On the question that it do pass,

The LORD CHANCELLOR said, that while he was opposed to giving priority to any judgment creditor against joint-stock

banks, which it was the object of this Bill to prevent, yet his attention had been called to the question of registered judgments in Ireland, which operated as mortgages on the estate, and he therefore proposed that the rights of such creditors should be preserved, unless they chose to give up their judgments, or that the mortgage should be taken in full satisfaction of their debt, so as not to enable them to compete with other creditors. He proposed, therefore, that there should be a clause inserted after the 10th clause to the effect, "that nothing in the Act should apply to or affect the rights of creditors, unless with their consent, who had obtained judgments in Ireland which had been duly registered."

The Earl of DONOUGHMORE was understood to object to the proposed clause as unsatisfactory, and also to the *ex post facto* legislation of this Bill, which naturally affected the rights of those creditors who had sought a remedy at law against the Tipperary Bank before that bank had been subjected to the operation of the Winding-up Act.

Lord STANLEY of ALDERLEY said, that no doubt this was *ex post facto* legislation, and deprived some parties of rights which they might have acquired; but it was intended to put an end to an interminable system of litigation, and the only question now was, whether these registered judgments should have priority over others. On the face of it that was somewhat doubtful; but in consequence of the peculiar state of the law in Ireland, which made these judgments act as mortgages on an estate, it would be unjust to prevent those who had obtained these judgments from taking advantage of them; but it was also equitable and just, that, if they had this benefit, those registered judgment creditors ought not to have the advantage of the dividend which had been paid.

After a few words from the LORD CHANCELLOR and the Earl of DONOUGHMORE, the clause was agreed to and the Bill passed.

Monday, July 20.

LARCENY, &c., BILL.

This Bill, and the seven others for the consolidation of the law on Offences against the Person—Malicious Injuries to Property—Forgery—Libel—Coinage Offences—Deer, Game, and Rabbits—Accessories and Abettors, were severally read a third time and passed.

Tuesday, July 21.

TRANSFER OF LAND.

Lord ST. LEONARDS called attention to the measures proposed for facilitating the transfer of land. He believed that it would be impossible to give a common law facility to the transfer of landed property, and at the same time retain the power of creating settlements and jointures without interfering with the title to the fee simple. No other country but England possessed this facility. It had been said, that a certificate of title ought to be as negotiable as a bill of exchange. He hoped he should never see such facility for the transfer of property. If a man could carry his title-deeds in his cigar-case, no one would answer for the consequences. There was no necessity to render property so easily transferable; for if a man wanted to raise money on his property, he could do it by mortgage. After noticing the ancient modes of transfer by delivery of seisin, and otherwise, and the abuses which had thence arisen, he said that the Legislature and the judges had always shown great anxiety to protect purchasers. Formerly there used to exist several great protections against fraud; as, for instance, the power to bar a right for nonclaim, and the creation of terms attendant upon the inheritance; but those safeguards had, he regretted to say, long been all swept away. The Court of Chancery had laid down a rule which was very conducive to honest dealing, but which had led to much inconvenience—he meant what was called the doctrine of notice. Where the notice was express, and to the party himself, nothing could be more proper than that doctrine; but unfortunately the courts of equity had gone much further, for they had set up a constructive or implied notice. If, for instance, he employed an attorney, believing him to be an honest man, to purchase an estate for him, and if it could be shown that that attorney had any knowledge of any incumbrance upon it, it would be inferred that the purchaser himself was also aware of it, and he might lose the estate he had just bought, and lose it without any fault of his own; indeed, it might have been utterly impossible for him to have known of the incumbrance. He thought the time had arrived when an alteration might be made in respect to that doctrine. In another respect the present practice required amendment. It was held that a *lis pendens* was notice to all the world; in other words, every purchaser was presumed to know every fact in relation to the property he was buying that might have been disclosed in any suit then pending. That rule was based upon the assumption that every Englishman was bound to make himself acquainted with whatever took place in the courts of justice—a manifest impossibility. It would be a great improvement, and save an enormous expense, if matters affecting property which were disclosed in the course of suits could all be brought into one office, so that search might at once be made for them. The great expense of the transfer of land arose from the circumstance that men did not choose to depend upon anybody but their own advisers. If a man wanted to buy an estate, he insisted on having a laborious and costly investigation into the title gone through by his own solicitor, and the result advised upon by his own counsel; although the estate might have been purchased only three months before, and exactly the same process had already been gone through. One of the chief dangers to be guarded against in the purchase of real property was, lest there should be a concealed incumbrance. To avoid that, various plans had been proposed. Amongst others was a scheme for the registration of deeds. A Bill with that view had been brought in by the Lord Chancellor; but he (Lord St. Leonards), thinking that it would be mischievous, and would lead to much expense, had felt it his duty to oppose it. He had arrayed against him all the noble and learned Lords in that House, and the Bill was passed; but in the other House it was summarily rejected. The result was, the appointment of a Royal Commission, who had lately made a report, and whose labours it was intended to embody in the shape of a Bill. Nobody could read that report without being deeply impressed with the great learning, knowledge, and ability which it displayed; but he was sorry to be obliged to add that he could not in the least agree with the conclusions at which the Commissioners had arrived. Their plan was not to have a general registration—that was to say a registration of every deed and of every assurance; but they recommended what was called a registration of titles. What they proposed was, that some one should be registered who was the owner of the estate, with power to sell or mortgage it; but it would not be possible to register any estate in which a settlement had been given. The Commissioners began by making this registration voluntary; but after an estate had once got upon the register, it could never disappear from it. What was proposed was in truth that the Government should open a shop for the sale of good titles. But that could never be endured; and, therefore, notwithstanding the great authority of the Commissioners, he must give the proposal his most decided opposition. It must be obvious that a person who went to the office and asked to have his property registered would have nobody to oppose him; his application could be no more than an ex parte one; and yet if it was granted, the real owner of the estate might find his claim barred. By the law of England any man who had a right to any property might recover it; but, according to the Commissioners' Report, if he recovered it, he would not have it; he would only receive a money compensation. Nor was that all. The scheme contemplated in many cases that a sham owner should be registered; but this sham owner would nevertheless have an undoubted right to mortgage or sell the estate. To guard against that, it was proposed to establish a machinery of caveats or injunctions, the result of which would be to invoke the Court of Chancery on every possible occasion. In a word, while attempting to make the transfer of land as simple as that of a railway share or £50 stock, the Commissioners had run the risk of incurring the gravest possible inconveniences, and they had sacrificed altogether their Lordships' power of making settlements upon their own estates; for it was impossible to preserve the rights of property if they conveyed to any person other than the real owner the legal fee simple. There were some things involved in the Report at which it was hardly possible to repress a smile. For instance, under the new system, it would be impossible for two men to purchase an estate together. At present that was often done; and the property was conveyed to them as tenants in common; but under the proposed plan that would be impossible, unless they agreed to give the survivorship to one of them. The Lord Chancellor informed them the other evening that he was about to lay on the table a very different measure in reference to registration; and Lord Brougham had laid on the table another Bill respecting the registration of deeds. That Bill, he apprehended, would entail the necessity of maps, and it should be remembered that the maps of the Tithe Commission had already cost £2,500,000. He would now state the objects of the Bill that he intended himself to introduce, which was not a Bill for the registration of

titles, but for simplifying titles. He proposed to remove obstacles to the transfer of land; to restrict the present power of limitation; and that a purchaser's title should be indefeasible if he had been in undisturbed possession for twenty-five years; but he would not take from any man the right to recover charges on property.

The LORD CHANCELLOR said there was no one who was more entitled to call their Lordships' attention to this subject than Lord St. Leonards, who was pre-eminently conversant with all its branches. With regard to the Report of the Royal Commission, he thought there was some misunderstanding on the part of Lord St. Leonards. Their Lordships would recollect that in the year 1853, very soon after he had the honour of receiving the great seal, he laid on the table a Bill for the registration of assurances. It passed that House, and in the House of Commons was referred to a select committee, who reported, recommending that a Royal Commission should issue in reference to what they called a registration of titles, instead of title-deeds; which was issued at the end of 1853, and this year they made their Report. Before this Report was made, he had himself framed a measure which related to one of the objects of the report. At present, one of the great impediments to the transfer of land was, that no man could tell what charges there were upon it. He prepared a Bill, the provisions of which he stated, (which are given *ante*, p. 625). That was a simple measure, certainly far short of what the Commissioners had contemplated, but which he should have been prepared at the commencement of the session to lay on the table of the House, but that he did not like to do so pending the consideration as to what was to be done with that Report.

Lord CAMPBELL entered his protest against Lord St. Leonards' objection to a general registration. Instead of being a burden on land, it would be a great boon and relief, and would simplify the transfer of property almost beyond belief. Registration had proved beneficial in Scotland, in the colonies, and in every country where it had been tried; and in no one country where it had been established had it ever been abandoned.

Tuesday, July 21.

THE OATH OF ABJURATION.

Lord CAMPBELL, in pursuance of the notice which he had given, rose to put a question to the Lord Chancellor respecting the state of an appeal of *Salomons* v. *Miller;* and took occasion to observe, that, to his great surprise, on looking at the votes of the other House, he found a notice of motion, that, as Baron Rothschild declares that the words "on the true faith of a Christian" are not binding upon him, the House of Commons should resolve that the clerk be instructed to omit those words in administering the oath to Baron Rothschild, and that he should be permitted to take his seat in the House of Commons by a resolution of that House, in defiance of what had been done by their Lordships, and without the consent of the Crown. If such a motion should be carried, it would never come before their Lordships for discussion, but would instantly be treated by the other House as law. Instead of considering it the law, he should consider it a flagrant violation—he would use the gentlest term he could, and say it would be a *coup d'état*, such as that which had been resorted to in a neighbouring country to bring about a revolution; instead of being the law, it would be contrary to law, because it would be an attempt, by a resolution of one House, to repeal an Act of Parliament, and make laws without the consent of the other, and without the consent of the Crown. This course of proceeding was justified by the precedent in the case of Mr. Pease, who, in the year 1833, was elected for the county of Durham. He (Lord Campbell) was then a member of the House of Commons, and one of the law officers of the Crown, and took an active part in that investigation, and he could say that what was then done had not the smallest application to the case now under consideration. Mr. Pease was a Quaker. There was no question as to the manner in which the oath should be taken. He had to take no oath. The question was, whether Acts of Parliament had not passed by which Quakers were absolved from taking the oath. It was his sincere and firm conviction, that, under two Acts of Parliament passed in favour of the Quakers, they were allowed to affirm, with regard to the oath of abjuration, without swearing at all. The language of the Acts was so strong as to admit of no other construction; and because the Quakers were absolved from taking any oath, they were allowed to affirm. They were not called upon to swear at all; and on that ground alone, Mr. Pease was allowed to affirm, and he took his seat with the unanimous approbation of the House of Commons. That was not an alteration of the law by resolution of the House of Commons, it was simply a declaration of the intention of the legislature. Another precedent had been referred to in a recent case in their Lordships' House. Now whether their Lordships were right or wrong in their decision, it had not the slightest application to the present case, because their Lordships were exercising a jurisdiction analogous to that exercised by the House of Commons when it decided whether a person taking his seat had been lawfully returned or not. Their Lordships did not alter the law on that occasion. They were the only tribunal by which the question could be decided. Well, then, what was to be the consequence of the course of proceeding now suggested? The judges could not stop a resolution of the House of Commons; but, if such an action were brought, I or any other judge would be bound to lay down the law as it has been declared by the Court of Exchequer, to say that the penalties had been incurred, and to direct the jury to find a verdict for the plaintiff. I see it has been proposed to vote it a breach of privilege for any one to bring an action against a member of the House of Commons who had been allowed to take his seat without swearing in the manner required by the law. In the course of his parliamentary career he had been a strong supporter of privilege, and did not in the slightest degree regret the lengths to which he went in the controversy between the House of Commons and the Court of Queen's Bench when he was a member of the House of Commons. But that was in a clear case of privilege. But to declare it to be a breach of privilege to bring an action against a member of the House of Commons who had violated the law would be absurd. The House of Commons might just as well resolve that it should be a breach of privilege to bring an action on a bill of exchange against the acceptor. If the course now proposed should be persisted in, it seemed to him that it would be something like the commencement of a revolution in this country. In any strife which might be stirred up between the courts of law and the House of Commons he should not be afraid of consequences personal to himself. He hoped, if an order should be made for sending him to Newgate or to the Tower of London, the people would rise in his defence. The House of Commons must not suppose that the people would see the judges of the land treated in such an arbitrary manner, and with so much indignity. But he was perfectly prepared for his fate if any such attempt should be made. He, however, had so much confidence in the leaders of the House of Commons that he should be very much mistaken if they took any such step. He had read in the newspapers accounts pointing out the way in which the Prime Minister was to be urged, and compelled to agree to such a resolution, but he had great confidence in the firmness of the noble lord, and believed that he would give them a very courteous but very decisive refusal, telling them that such a proceeding is contrary to the law and the constitution of this country. He had thought it his duty to inquire into the state of the appeal to which he had referred. If the judgment of the Exchequer Chamber could be reversed he should greatly rejoice, for he should be glad to see the Jews constitutionally and lawfully introduced into Parliament. He believed that no danger would arise from their admission, and hoped the time was not far distant when the reproach of their exclusion would be removed, but till then they ought to submit to the privation under which they were labouring.

The LORD-CHANCELLOR said, that Salomons and Miller was set down, in 1854, for hearing in May, 1855. Nothing was done in that session. In the last session an application was made by both plaintiff and defendant that the case might stand over till this session, and it was directed to stand over accordingly, as a matter of course. In June this year another application was made to adjourn the case for two months, which would postpone it till the 15th of August, and thus throw it over the session.

Lord BROUGHAM hoped and trusted the House of Commons would not attempt to carry their privilege to the extent now contemplated, from which they could not escape without such violent conflicts as disgraced our ancestors 150 years ago.

Lord CAMPBELL said, that, with reference to the explanation of the Lord Chancellor, the plaintiff and defendant appeared to have a close understanding on the matter, and whatever one suggested the other agreed to. With all respect for his friend Mr. Alderman Salomons, he must say he thought it desirable that the case should be brought to a conclusion, and a final opinion given on the judgment of the Court of Exchequer.

Thursday, July 23.

THE BANKRUPTCY LAWS.

Lord BROUGHAM said, the Bill which he proposed to introduce would deal only with one point of that law. At the be-

ginning of the present year a great conference was held on this subject, comprising legal and commercial representatives from all the large towns in the kingdom. This conference was held under the auspices of the Law Amendment Society. The conference discussed all the branches of commercial law, and many most valuable opinions were given. The result was a report, which had been presented to the Government, and which pointed out the relief they sought. Their first complaint was the great expense attending the administration of the bankrupt laws; and this every one would admit was well founded. Under 121 bankruptcies which occurred in one year, about £90,000 was collected; but the sum divided among the creditors was only £44,000 being not quite 50 per cent. of the whole. It was suggested that a portion of those expenses ought to be borne by the consolidated fund; for he objected to throwing upon suitors the whole expense of a court, and considered that the cost of an administrative establishment like the Court of Bankruptcy ought to be borne by the country at large. No less than £25,000 a year was still paid as compensation to the commissioners displaced in 1831; and all this came out of the pockets of creditors. By the Bill which he sought to introduce he would transfer this charge to the consolidated fund. The next ground for complaint was that there were unnecessary officers in the courts of bankruptcy—the messenger, the accountant, and the broker. He would retain the messengers, rendering them subject to the direction of the commissioners. Complaint was also made of the way in which official assignees were paid, by a percentage on the assets of each estate. The result was the greatest diversity in the receipts of these useful officers; in some cases they were barely sufficient to pay office expenses. One assignee had received in one year as much as £3,000 or £4,000, while the income of another had been as low as £200. He proposed that they should be paid by salaries, not to exceed a certain amount, and partly by fees. A further complaint was the irregular attendance of the commissioners; he proposed to move for a return of those attendances, and he hoped that the Lord Chancellor would by that means be enabled to enforce a more regular attendance. He found that one commissioner had held 130 sittings in the year, another 151, another 185, and a fourth 705. These last figures had given him an insight into the nature of these sittings; they only meant the number of different matters brought before the commissioners, and in point of fact this gentleman only sat on 54 days, and he had disposed of an average of thirteen cases at a time. Well might the courts present the scene which had been described to him as a scramble. Another suggestion was, to permit the estate of a deceased person, who, if he had been alive, would come under the operation of the bankrupt law, to be administered under that law. In the matter of appeal, the conference complained that it at present went from the commissioner who had heard the case—who had seen the bankrupt, who had witnessed his demeanour, before whom the evidence had been given—to the Lords Commissioners, who knew nothing about the case. Now in respect to questions of dry law there could be no doubt as to the propriety of giving an appeal; but with regard to the power of granting a certificate he thought the objection of the conference was well founded.

The LORD CHANCELLOR said, there was one question which it would undoubtedly be desirable to sift to the bottom—the cost of administering the estates of insolvent persons. Unfortunately, that expense had always been so large in comparison to the assets, that a disposition had always been shown to withdraw cases from the court and to arrange them privately. He had moved for a return (which, though on the table of the House, had not yet been printed) from which he saw his way to some diminution of the expenses incurred under the present system. Messengers in bankruptcy, as they were called, were no doubt persons in whom considerable trust was reposed; but still he did not think it fitting that they should be allowed to receive half as much again as the county court judges. There were cases in which these messengers actually received as much as £1,600 or £1,700 a-year. That was an abuse with which it was in his power to deal as soon as he had had some communication with the Lords Justices, and it must, and should, be remedied; as to the mode of remunerating the official assignees, he was afraid that to adopt any other method than a payment by a per-centage would only tend to diminish the amount of the assets realised. He certainly hoped that some plan might be devised to lessen the terrible disparity between the sum realised and that distributed; and the subject should have his best attention. With regard to the Commissioners, he had only to say, that in the single instance in which a complaint had been made to him, he had taken immediate steps to prevent a recurrence of the conduct complained of. No doubt the Commissioners had very little work to do, but that was owing solely to the fact that the staff was too large, which would be reduced to four on the next vacancy. He certainly could not concur in the suggestion of his noble friend, with regard to appeals. When he considered the important results of refusing a certificate, he thought it ought not to be entrusted to any single judge, unless his decision was liable to be reviewed by a superior court. Lord Brougham was moreover quite in error, when he supposed that the Lords' Justices were obliged to adjudicate in cases without seeing the bankrupt or the witnesses. When he was a Lord Justice, the attendance of both had been more than once required.

LORD BROUGHAM said, that nothing so bad as our old bankruptcy system had ever before existed in a civilised nation. Upwards of £2,000,000 were in the hands of the Seventy Commissioners—the Septuagint as they were called—which ought to have been distributed ten, fifteen, or even twenty years before; and certain banks had made a profit of £5,000 or £6,000 a year by the sums deposited with them on the account of those Commissioners. He was very far from feeling discouragement—certainly he felt no shame that after twenty-five years' experience there were still things that required amendment.

The Bill was then read a first time.

HOUSE OF COMMONS.

Monday, July 20.

PROBATE AND LETTERS OF ADMINISTRATION BILL.

The committee on this Bill was resumed for the purpose of inserting new clauses.

The ATTORNEY-GENERAL proposed four new clauses, the first providing that the Court of Probate may cause questions of fact to be tried by a jury before itself, or direct an issue to a court of law; the second defining the powers of the court for the trial of questions by a jury; the third providing that the question shall be reduced into writing, and that the judge shall have the same authority as a judge at *Nisi Prius*; and the fourth enabling the court to direct issues to try any fact.

The clauses were agreed to, and added to the Bill.

The ATTORNEY-GENERAL said, he had two clauses to propose which would come in after clause 41. With regard to property locally situated in any district or districts, no matter what the amount, the probate granted by the district registrar will be sufficient for all purposes of administration; but when it becomes necessary to produce the probate in London, for the transfer of funded property, Bank or East India Stock, or share property in any railway or other joint-stock company having its head office in London, it will be requisite under this new clause that the probate granted by the district registrar shall be countersealed by the metropolitan Court of Probate. In the event of the joint-stock company not having its head office in London, it will not be necessary that this second form should be gone through.

On the motion that the first of these clauses be read a second time—Sir J. TROLLOPE said he was willing that the metropolitan seal should be affixed to all probates relating to Bank of England securities; but it should be done through the means of a simple certificate, to be issued to the district registrar. He was not aware of any instance where fraud had been practised upon the Bank of England under a will proved in the provinces. The only will forgeries of that nature, that he was aware of, were those of the Fletchers; but they were concocted in London, not in the provinces. He could not, however, conceive the necessity for applying the same precaution to every species of share property to be transferred in London. There was scarcely a small tradesman or farmer in the country who did not hold a share in some joint-stock company or other; why should his will be proved in London when it could be done just as well near the home of the testator? He should, for these reasons, move the rejection of this first clause, believing that the one which Sir Fitzroy Kelly had placed on the paper would best embody the views which the House had expressed on a former occasion.

Mr. HENLEY had always protested against shares being placed in the same category as the funds. The Bank of England might desire that all their business should be done in London, but joint-stock companies did not, and that was a sufficient reason why shares should be struck out of this clause.

Mr. MALINS contended that the clause was founded neither on reason nor principle. Would anybody pretend to say that the London and North-Western required more protection than the Midland, whose transfer office was at Derby, or the North

Midland, whose transfer office was at York? If a man possessed any amount of stock in either of these railways the country probate would be good enough; but in the case of another man who was a trifling holder of London and North-Western stock the country probate would be good for nothing. The real question was this—were the country probate courts worthy of credit; if they were, why limit the amount of property as to which they shall issue probate?

Mr. GLYN said, he could not see why the Bank of England and the East India Company should be specially protected. The joint-stock banks and private banks required protection as much as the Bank of England, if protection was to be given at all.

Mr. WIGRAM said, that the number of transfers in the Bank of England was so great that it was essential the transfer should take place under one seal. It was not as protection that he asked for the exception, but in order that the public might have full confidence in the transfers in the Bank, which was the holder of Government stock.

Mr. GLYN said that the liability fell on the Bank of England, and not on the Government, in the case of fraud, and, therefore, they were not differently situated from other banks.

Sir J. GRAHAM said he had hitherto remained silent in respect to this Bill, and he should frankly tell the reason of it. He had ventured to speak last session on this subject, but he was so sharply reprehended by the Attorney-General on that occasion, and he retained such a lively recollection of it ever since, that he thought it better to remain silent. He was of opinion that the court with whom the instrument rested should have the construction of it, and he also thought that that court should be a branch of the Court of Chancery; but the very name of the Court of Chancery seemed so objectionable, that he was in a small minority on that point in the commission. He did not agree with Mr. Malins, that the limitation of country probate to £1,500 was a question of principle. If he were allowed to open the secrets of the prison-house, he might inform the committee that the limitation of £1,500 was like nine-tenths of the things of this world—a compromise. It was not at all a question of principle. With regard to the present clause, as he understood it, it was this, that if a man had £1,000 in a country bank, and £200 Consols, he could get probate in the country for the £1,000, but not for the smaller sum, without coming to the court in London. Why was this distinction made? He believed that probate in the common form was a very simple thing, and it was evident, from the statement read the other evening by Mr. Westhead, that country probate might be safely allowed to an unlimited amount. This clause and the question of compensation to the London proctors were, he believed, the only difficulties in the way of this Bill passing. Therefore, he would say, pass the Bill in that form which upon the whole you think most conducive to the interests of the public, and do not hesitate to act not only fairly, but even liberally, on the question of compensation.

Sir F. KELLY said the question they were called on to consider was not whether the Bank of England stood upon special grounds of its own, but whether the power which was conferred on the country registrars should cease in respect to any property a portion of which was proved at any time to consist of Government stock. It should always be borne in mind, that what they had mainly to consider was the case of ordinary probate, and not the case of contentious probates. The statement read the other evening by Mr. Westhead showed that the country registrars dealt with property amounting to thousands without a single charge of fraud being brought against any one of them. He suggested to the Attorney-General that he should withdraw the clause, and give effect to the clauses which were agreed to by a committee of the House in respect to the country registrars. With regard to the Bank of England, it was well known that they were bound to act under certain Acts of Parliament, and that this created a distinction between it and any other depositary.

The ATTORNEY-GENERAL said it would be in the recollection of many members of the committee, that, in the Bill which he himself introduced last session, he did not impose any limitation on the district registration, though at the same time he sought to combine that principle with the principle of unity, by requiring that the papers in the country should be transmitted to a metropolitan office, which it would only require a few hours to do, even from the remotest parts of the country. In the Bill of last session, and of the preceding session, he proceeded on that principle. He proposed to abolish the distinction in favour of the London proctors, and to enlarge the court, so that all solicitors should practise in it. He then, also, proposed to give the London proctors that compensation which they then rejected, but which, it appeared, they were now, through Mr. Malins, most desirous to have. What did Sir J. Trollope and Mr. Malins then say? They said, "Don't give us a Bill framed on your own principle, but a Bill framed on the Report of the Commissioners, and we will support it. Unfortunately he trusted to that assurance, and brought in a Bill framed on the Report of the Commissioners. But, to his surprise, Sir J. Trollope now turned round and said, "There is no principle in your limitation of £1,500;" whilst Mr. Malins said, that, in giving up the limitation of £1,500, they abandoned the whole principle of the measure. Now his argument showed that the limitation was undoubtedly not a principle, but was rather a sacrifice of principle, in order to obtain what was imagined would be a greater public benefit, and therefore it was that the compromise was made. The Bill was drawn to carry out that compromise; and when he was pressed to justify the limitation, he had frankly stated that his opinion was then, as it was now, in favour of a different rule. Lord Palmerston, seeing this, yielded to what seemed to be the general feeling of the committee. Mr. Westhead had given them instances in which property to a very large amount had been proved in the Metropolitan Court of York, and in the Diocesan Court of Chester. But those were not fair examples to quote. The Metropolitan Court of York had always had most experienced officers; it had an array of proctors and advocates, and there had likewise always been men of great experience at Chester. He did not wonder, then, that wills to a great amount had been proved in that court. But what were they now about to do? They were about to set up forty offices throughout the country in which wills passing any amount of property might be conclusively proved. Now, we had an extremely technical law—a law which laid down an iron rule as to what should be the essential characteristics of a valid testament; and to determine whether that rule had been accurately followed would obviously require an examination conducted with considerable legal skill, great accuracy, and considerable experience. The proposition which the committee had then to determine was this—were the wills of the people of England to be submitted to a competent tribunal or an incompetent one? They must remember, that, the moment probate was granted, no inaccuracy or insufficiency of the document could be considered. Nor would the clause proposed to be brought up by Mr. Glyn meet the difficulty; for it would be no good to leave probates for examination. Sir J. Graham seemed to think that that would be a sufficient security to the Bank. But the copy of the will contained in the probate would not prevent any of the difficulties which might appear on the face of the document itself. There would appear on it no erasures, no obliterations, no interlineations, and the signature and the attestation clause would appear to authenticate every part of it. Nothing would appear on the probate inconsistent with the supposition that the original document was in conformity with all the provisions of the law. Now he had no confidence, nor would any lawyer who had examined into this subject have any confidence, that the problem would always be solved by the persons to whom it would be intrusted in these district courts; and the House might hereafter be startled by the discovery that they had removed from the people of England the protection which their property had hitherto enjoyed, and repent of what they had done. He had therefore considered that the probate of all wills ought to be in London; and in consenting to a departure from that principle he had confined it only to cases where the property was of small amount. But if the House adhered to its decision, he was undoubtedly driven to this admission—namely, that he could not point out any distinction between a will which would affect £5,000 worth of stock transferable in the country and £5,000 transferable in the metropolis. He had the other day endeavoured to draw a distinction between funded stock or share property and agricultural stock or produce. The committee did not seem disposed to adopt that distinction, and accordingly it had now been proposed that the line should be drawn between property which required an act to be done in London, and property the transfer of which might be completed in the country. That distinction could not be justified on any principle, so that when you came to a compromise a line must be drawn somewhere; and where the party must necessarily come to London no additional difficulty would be created by ordering that the original will should also be brought to the metropolis. The distinction would undoubtedly be of service, and might prove a sufficient protection; but he would leave it entirely in the hands of the committee.

Sir J. GRAHAM said, that, if he understood the Attorney-

General aright, it would be his duty to resist the further progress of a Bill the effect of which, he seemed to consider, would be to transfer important legal business from competent to incompetent tribunals. Lord Palmerston, too, who had, of course, very naturally consulted the Attorney-General, ought not to have given way, in reference to this matter, when the Bill was before the House upon a former occasion. The arguments of the Attorney-General were, in fact, conclusive against the decision arrived at on a former occasion; and he was quite at a loss to understand whether the Government intended now to press this clause, or, if they did, what course he ought to adopt. He hoped, therefore, that the Attorney-General would state distinctly whether he thought that upon the whole there would be no danger in the proposal before them, or whether he thought there would; in which latter case he thought the Attorney-General ought not to press the further progress of this Bill.

Mr. HENLEY quite agreed with Sir J. Graham, and he felt very great surprise at the language which had been held by the Attorney-General. For his own part, he thought there was no danger of the kind hinted at. There had been seventeen witnesses examined before the Commissioners, but it should be recollected that sixteen of them were proctors, and parties interested in the proving of wills in London. They might, therefore, have been certain that every one of them would be against a country probate.

Lord J. RUSSELL said he also had been somewhat embarrassed by the speech of the Attorney-General. He quite agreed that they ought, not for the sake of any London proctors, or of anybody else, to make this Bill different from what the public interests required. If the district courts were competent at all, he could not understand why they should not be able to deal with railway property registered in London, as with railway property registered at York, or any other place. The principle stated by the Attorney-General would equally apply to money in the hands of bankers; but to that he did not, it would appear, intend to apply it. He certainly thought that, as the matter stood, the Attorney-General's speech was an answer to his clause.

Lord PALMERSTON said, hon. members had asked what were the opinions of the Government with regard to the clause under discussion. As he understood the question, it lay between the clause of the Government and that of Sir F. Kelly. But upon such a question, where there were as many opinions as men, it was difficult to speak with actual exactness. In short, then, he should be willing that the country probate should extend to everything but stock in the Bank or East India Stock, which alone should require a metropolitan probate.

The ATTORNEY-GENERAL said that he should withdraw the clause, which the committee had declined, in fact, to adopt.

The ATTORNEY-GENERAL then moved the addition of a clause giving a right of appeal from the county courts to the Court of Probate; and of another, providing for Sir J. Dodson a compensation of £2,000 per annum, in case he should not hold the office of Judge of the Court of Probate.—Both clauses were agreed to.

Sir F. KELLY then moved to insert before clause 42, "that no probate or letters of administration granted by any district registrar shall be of any force or effect so far as relates to any stock transferable at the Bank of England or the East India House, unless and until the same shall have been sealed with the seal of the principal registrar of the Court of Probate in London, and such probate or letters of administration, when so sealed, shall be of the same force and effect as if originally granted by said Court of Probate; and it shall be lawful for the principal registrar of the Court of Probate, and he is hereby required, unless cause be shown to the contrary, to seal all such probates and letters of administration upon application made to him for that purpose, by or on behalf of the executor or administrator therein named." He said, unless this clause passed, the Bank might be compelled, under a genuine probate of a forged will, to transfer stock; and the object of the clause was to prevent this being done until the parties objecting to the will had time to make good their objection.

The question was put to insert the words down to "Court of Probate in London."

Mr. MALINS objected to the clause. The principle of the clause was that the country probate was not to be good for two descriptions of stock—Government stock and East India stock. Was the seal to be a mere form or a real thing? If it were form, why have it at all? If it was a matter of substance, then it was in effect requiring two probates; and was the committee prepared to require two probates?

Mr. WIGRAM said, under the new system, it would be possible that there would be two probates. A person might leave two testamentary documents—one, say, leaving the property to the widow, and the other to the son. The parties, instead of contesting which was the last will, might run a race to get probate, and they might each get probate, one in York and another in London; and thus the Bank of England would run a risk. This clause would guard the Bank against any risk of that kind, because in the metropolitan court they would not put their seal to a probate of a will proved in a country district if there had been another probate granted in the metropolitan court.

Mr. WEGUELIN thought that a distinction might be drawn in favour of the Bank of England, in consequence of the immense amount of its business. The management of the public debt involved the keeping of 250,000 accounts with people in every part of the world.

Mr. CAIRNS was not satisfied with Mr. WEGUELIN's reasons. The Bank of England wanted protection from only one danger, that of the party supposed to be dead turning up on a future day; and this clause did not give it. He did not see why the Bank of England should be protected any more than other banking establishments.

The ATTORNEY-GENERAL opposed the clause, which was negatived without a division.

Mr. MALINS rose to propose his compensation clauses, but, in answer to a general call, moved that the committee should report progress, which was agreed to.

ATTORNEYS AND SOLICITORS (COLONIAL COURTS) BILL.

This bill was read a third time, and passed.

THE DIVORCE AND MATRIMONIAL CAUSES BILL.

Lord PALMERSTON, in reply to Lord J. MANNERS, stated that this Bill would be proceeded with on Friday.

Tuesday, July 21.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

Lord PALMERSTON said that the committee on this Bill, which stood for Thursday evening, would be postponed to that day week.

COUNTY COURTS JUDGES' SALARIES BILL.

This Bill passed through committee.

Wednesday, July 22.

PUBLIC CHARITIES BILL.

The second reading of this Bill was negatived without a division.

MARRIED WOMEN BILL.

On the motion of Sir E. PERRY, this Bill was referred to a select committee.

PRIVATE BILLS.—(*From a Correspondent.*)

FRIDAY EVENING.

The private business, when it actually gets into the Lords, appears to shrink. In spite of threats of opposition to the last stage, promoters and opponents are mostly drawn together into an amicable settlement; the fact being, that the Lords seldom do much to disturb the legislation of the Commons, and an opposition is only waste of time and money, as a general rule. Taking all the Lords' opposed cases together, they will not, from first to last, exceed thirty, and many of these will end in nothing.

The decision of the Commons on the Mersey Conservancy Bill has attracted great attention; whispers are afloat that certain of the judges have no hesitation in saying that the measure is unconstitutional; and a division was taken on the second reading in the House of Lords, after a long debate, on the motion of Lord Derby. The great question is this—viz. If Parliament think the measure advisable, will they give in? In the case of the London and South-Western Bill, in 1855, the House of Commons inserted the penal clauses in their Bill, the effect of which was, that the dividends of the Company were to be confiscated unless that Company fulfilled a forfeited pledge. The judges did not hesitate to say that the measure was illegal; but Parliament passed it, and, in order to do so, the Lords suspended the standing orders upon which the shareholders relied for throwing out the measure. We now specially invite the attention of our readers to this Liverpool question as a measure of the power of Parliament. The effect of passing the Bill will be (as we before stated) to confiscate the revenues of one of the oldest corporations in England, amounting to £100,000 per annum. This is proposed to be done by a Private Bill. We must sit by and await the result.

In the Mid-Sussex Bill, on the petitions of a landowner and

the Arun Navigation, an attempt was made to upset the Bill, without success, on the question of the *bona fides* of the subscription contract. There were three contracts. The first was signed by two contractors and a third party for £114,500, the remarkable feature being, that one contractor signed first for £50,000, and repeated his subscription *three times* on the last day for depositing contracts, *by power of attorney* and the aid of the electric telegraph, for sums, inclusive of the first £50,000, amounting in all to £70,000. In the case of the second contract, in substitution of the first, the same contractor signed at once for the £114,000, and a second party for £500. The House of Lords, however, let the matter pass, as the contract was bolstered up by names of subscribers which were subsequently obtained in June; and the Bill passed.

A matter of greater interest, and one which demands the earnest attention of the profession, is a new practice which has crept in of introducing *quasi* Public Bills as Private Bills—Bills which are prombted by Government Commissioners and other bodies. One case, which shall be nameless, was brought to light a few days since, in which a Bill for taking property compulsorily was discovered just in time to take the sting out of it. In this Bill provisions were proposed to be inserted by which the promoters would have deprived the landowners of the most important power which the Lands Clauses Consolidation Act gives of going to a jury for compensation, and by the same Bill the power of going to arbitration under the Lands Clauses Act was proposed to be wholly repealed. The matter has been fully laid bare, and it is believed that the Chairman of the House of Lords has prepared a scheme by which these practices—the common honesty of which is questionable—will be prevented for the future. The dishonesty of the practice consists in giving the landowner an ordinary notice, and taking extraordinary powers.

ELECTION COMMITTEES.—(*From a Correspondent.*)

FRIDAY EVENING.

MALDON.—The Committee in this case decided, on the petition against Mr. Western, that the sitting member was duly elected. The bribery reported was somewhat novel, being, in one instance, a promise of contract work *at a church*; and, in another instance, a promise to supply flour under the market price to an elector. The Committee further reported that the petition against the return of Mr. Bramley Moore, the other member, was frivolous and vexatious, and in their opinion was presented for the purpose of procuring the withdrawal of the petition against Mr. Western. Treating, on the part of Mr. Western's agents, was also reported, but that gentleman was not proved to be connected with it.

FALKIRK BURGHS.—North of the Tweed the peculiarity in election proceedings seems to be, that, instead of gin and beer, whiskey is the popular drink with the free and independent electors; and, on the evidence of a waiter at one of the taverns, it was stated there was *no drunkenness* at Mr. Merry's inn. On cross-examination, however, it turned out that the gentlemen who partook of Mr. Merry's hospitality were so "hard headed" that they were not affected by the toddy which appears to have been liberally supplied. In spite, therefore, of the "constitutional" sobriety of the electors, the Committee were of opinion that they should not have eaten or drank at all at the expense of Mr. Merry's agents, and Mr. Merry lost his seat; but bribery was not proved against him. The Committee further reported that Mr. Merry had not complied with the provisions of the Bribery and Treating Act, inasmuch as he had not appointed an agent or auditor under the 31st section of the Act.

WEYMOUTH.—The main allegation in this case charged the sitting member, Mr. Campbell, with direct bribery in harbouring a witness named "Vile," a shoemaker, who received a cheque for £10, which he made *some mistake* about getting changed, and which eventually he handed back to Mr. Campbell's butler, who paid him £8 for a pair of slippers, which cost him, witness, 1*l.* 1*s.* Witness, however, declared that "Mr. Campbell had a foot as big as a giant's." The Committee informed the counsel for the sitting member that they required special attention to be drawn to the above case, and also to a charge of bribery in paying £6 to an elector for arrears of a previous election account. The Committee reported bribery in the latter cases, but not in the "slipper" case, which was denied by Mr. Campbell, who was declared duly elected.

IPSWICH.—There are three petitions against Mr. Adair and Mr. Cobbold respectively, the former gentleman having the pleasure of receiving the lion's share—two having been presented against Mr. Adair. The allegations are bribery and corruption—as usual.

The Commitees on the Great Yarmouth and Gloucester petition commenced their sitting to-day. The particulars shall be given next week.

Birth, Marriages, and Deaths.

BIRTH.

WILLIAMS—On July 20, at 19 Margaret-street, Cavendish-square, the wife of Geo. H. Williams, Esq., Solicitor, of a son.

MARRIAGES.

GRAYSTON—CASS—On July 22, at Huntingdon, by the Rev. B. E. Metcalfe, M.A., the Vicar, James Grayston, jun., of York, Solicitor, to Sarah Jane, eldest daughter of the late William Cass, Esq., of Huntingdon, York.

RILEY—LAURIE—On July 23, at St. Mary's, Bryanston-square, by the Rev. S. R. Cattley, M.A., Incumbent of St. John's Church, Clapham, John Riley, Esq., of the Inner Temple, youngest son of the late John Riley, Esq., J. P., of Briarley-house, near Halifax, to Mary Margaret Elizabeth, daughter of John Laurie, Esq., M.P., of Hyde-pk.-pl.

SHEPPARD—WILLIS—On July 18, at Christ Church, North Brixton, by the Rev. James M'Connell Hussey, M.A., the Incumbent, Augustus F. Sheppard, Esq., of Rutland-house, Kingston-on-Thames, and 16 Northbuildings, Finsbury-circus, London, Solicitor, son of Edmund Sheppard, Esq., Major R.A., of the same place, to Harriette Eliza, youngest daughter of William Willis, Esq., of St. Ann's-terrace, North Brixton, Surrey.

TORRY—STALMAN—On July 23, at the district church, Sunning-dale, Berks, by the Rev. T. T. Churton, assisted by the Rev. T. V. Fosbery, John Berry Torry, Esq., of Shrubshill, Sunning-dale, to Maria Theresa, only daughter of Henry Stalman, of the Inner Temple, Esq., barrister-at-Law.

WARNER—HERRING—On July 23, at Hildenborough, near Tunbridge, Kent, by the Rev. Edward Vinall, George D. Warner, of Tunbridge, Solicitor, to Jane, youngest daughter of J. F. Herring, Esq., of Meopham-park, near Tunbridge.

DEATHS.

COBBY—On July 13, at William Mockler's, Esq., 21 Harcourt-street, Dublin, Caroline Amelia, third daughter of Charles Cobby, Esq., Solicitor, Brighton.

LEWIS—On July 15, at Frankfort-on-the-Maine, while bathing, James Graham Louisson, youngest son of J. G. Lewis, Esq., 10 Ely-place, and 53 Euston-square, in the 14th year of his age.

LOVELL—On July 20, at Worthing, aged 16, Charles Henry, eldest son of C. H. Lovell, Esq., of Gray's-inn, and of Milner-square, Islington.

PERRY—On July 20, Mr. John Connorton Perry, Solicitor, 181 Tooley-st., Southwark, aged 34 years.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARNES, MARY, Widow, Brent-st., Hendon, £250 New 3 per Cents.—Claimed by ALEXANDER HAMILTON, sole executor.

BYE, JACOB, Gent., Sydenham, Kent, deceased, and ELIZABETH CATHERINE BYE, his wife, £200 Reduced.—Claimed by ELIZABETH CATHERINE ROSE, wife of JAMES ROSE, formerly ELIZABETH CATHERINE BYE, Widow, the survivor.

DAVIS, ANTHONY, and ALEXANDER STEWART, Gents., both of Winchester-house, Broad-st., London, £41 : 19 : 10 New 3 per Cents.—Claimed by ANTHONY DAVIS, the survivor.

DAVIS, THOMAS, Esq., Lincoln's-inn-fields, and THOMAS COLEMAN WELSH, Clerk, Little Horwood, Bucks, £214 : 10 : 2 New 3 per Cents.—Claimed by THOMAS DAVIS and THOMAS COLEMAN WELSH.

JESSOPP, MARGARET BRIDGER, Spinster, Ostend, Belgium, £62 : 3 : 9 Consols.—Claimed by MARGARET BRIDGER JESSOPP.

MYERS, MICHAEL, Fishmonger, St. Peter's-alley, Cornhill, and LEAH MYERS, his wife, £29 : 12 : 4 Consols.—Claimed by MICHAEL MYERS, the survivor.

SMITH, EDMUND, Croydon-common, Surrey, and EDWARD SMITH, Chalford, Surrey, Bricklayers, £295 : 3 : 2 Reduced.—Claimed by EDMUND SMITH and EDWARD SMITH.

SUTTON, Rev. CHARLES, D.D., Norwich, deceased, £20 per annum Long Annuities.—Claimed by WILLIAM SALTER MILLARD, the surviving acting executor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

ASPINALL, RICHARD, JAMES BATES, FREDERICK BEALE, WILLIAM BEAUMONT, ALFRED BETTS, GEORGE BRETT, WILLIAM BURDETT, MICHAEL BURKE, ROBERT CAMPBELL, THOMAS CARGILL, GEORGE CARLETON, JAMES COLEMAN, JAMES COOPER, THOMAS CORBETT, WILLIAM CORNISH.—Relatives of the above to apply by letter only to "C.," care of — Manière, Esq., Solicitor, 31 Bedford-row, London.

BROWN, PHILLIS, Westbourne, Sussex.—Her first or second cousins to send in their claims to G. B. Wilks, Westbourne, her executor, within three months.

BROWN, ANDREW, Labourer, Chichester, and WILLIAM GALE, Chairmaker, Chichester.—Their children to send in their claims under the will of P. BROWN, to G. B. WILKS, Westbourne, her executor.

YATES, WILLIAM.—His next of kin living at the time of his death (which happened on July 17, 1813), or their legal personal representatives, and his widow (if living), or her legal personal representatives, to come in and make out their claims on or before Sept. 10, at V. C. Wood's Chambers.

Money Market.

CITY, FRIDAY EVENING.

Anxious expectation of additional news from the East Indies has been the prevailing feeling in the City all the week. It is combined with an impression that the crisis is greater, and the

contest forced upon us more serious than has been generally supposed. The English Funds have receded from the advanced prices of Monday and Tuesday. The favourable impulse which certainly would have been communicated by the present prospect of harvest is nullified on the Stock Exchange, prices at the end of the week being nearly on the same level as at the beginning. Foreign Securities are flat. Money is in plentiful supply. The Chancellor of the Exchequer announces a surplus of £2,860,000, and confidence in the expectation of material improvement would be strong if anxiety as to the Eastern contest did not intervene.

From the Bank of England return for the week ending the 18th July, 1857, which we give below it appears that the amount of notes in circulation is £19,978,000, being an increase of £15,785, and the stock of bullion in both departments is £11,840,652, showing an increase of £248,492 when compared with the previous return.

Accounts from the wine growing countries are various. In France there appears to be sanguine expectation that the vintage will be abundant, and the quality good. Much is said of the benefit derived from the application of sulphur to the vines as protection from the prevailing disease. On the other hand accounts from Portugal state that, after favourable appearances for some time, suddenly and notwithstanding the application of sulphur, stems leaves and grapes became covered with the oidium, emitting a pestilential smell. Accounts from Spain are equally unfavourable. The disease is believed to be as extensively injurious as last year.

The late splendid weather has greatly influenced the balance of opinion in the corn market on the question of a fall in prices. It has been the cause of bringing forward larger supplies of grain, and has produced a powerful downward movement in each of the last two weeks in Mark Lane, and generally at the provincial markets. Intelligence now reaches us so quickly, that reports of the effect of the weather or other causes acting on the remotest markets of Europe become available here in a very short time. These reports, up to the present day, are highly favourable. In this country uncertainty will prevail during six weeks yet to come, but in many of the corn growing countries a good and abundant harvest is in great part secured.

During the course of six weeks ending the 11th July, we have experienced a steady and regular advance in the average price of many sorts of grain. The imperial average price of wheat is returned under date the 11th July, as 63s. 10d. per quarter. As this high price did not have the effect of bringing to market more than barely a hand to mouth supply, this fact affords very strong evidence that the stocks remaining in the hands of our growers are limited. Reports from abroad concur in stating that stocks are not any where large. Under these circumstances, those persons who wish to see the price of bread lower than at the present time, may reasonably come to the conclusion that, as the present high price appears to have been caused by short stores, lower prices will follow the abundance expected as the result of the present harvest. The fall in the price of wheat has amounted to about 6s. per per quarter. It has not proved sufficient to induce buyers to supply themselves freely. Very little business has been transacted.

Public attention being aroused to a lively interest in Indian matters, the pecuniary support of Government is demanded—first, for a line of telegraph, and ultimately for a railway which shall connect the shores of the Mediterranean with the head of the Persian gulf; or a submarine telegraph from Suez, down the Red Sea to Aden. It has been repeatedly mentioned that a line of telegraph wires in the Valley of the Euphrates will be exposed to the uncertain action of wild tribes, who feel only in a small degree the control of their nominal sovereign at Constantinople. The line now proposed would derive a great degree of security from being under the sea, and as quick intelligence is a matter of the utmost moment, a strong reason exists for the aid of Government.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 18TH DAY OF JULY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,665,490	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	11,190,490
		Silver Bullion	...
	£25,665,490		£25,665,490

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,596,581
Rest	3,499,707	Other Securities	16,183,847
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	3,419,956	Notes	5,687,490
Other Deposits	10,861,098	Gold and Silver Coin	650,162
Seven day & other Bills	784,319		
	£33,118,080		£33,118,080

Dated the 23rd day of July, 1857. M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	215½	...	214 16	...	216	215
3 per Cent. Red. Ann.	92	92¼	92¼ 2	92¼ ⅛	91⅝ ⅜	91⅝
3 per Cent. Cons. Ann.	91⅞	91⅞	92 1⅜	91⅞ ⅜	91⅝ ⅜	91⅝
New 3 per Cent. Ann.	92⅛	92⅜	92⅛ ¼	92⅛ 1⅜	91⅜ ⅜	91⅜
New 2½ per Cent. Ann.	...	...	77	75½	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	2⅛	2⅛	2⅛
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	18⅛	...	18 1-16	...	...
India Stock	217⅛	218	...	216½	216 14	216½
India Bonds (£1,000)	...	15s. dis.	...	...	20s. dis.	...
Do. (under £1,000)	15s. dis.	...	18s. dis.	20s. dis.	...	15s. dis.
Exch. Bills (£1,000) Mar.	4s. dis.	4s. dis.	2s. dis.	6s. dis.	7s. dis	4s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar	2s. dis.	1s. dis.	4s. dis.	2s. dis.	2s. dis.	...
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	1s. pm.	2s. pm.	1s. dis.	...	5s. dis.	2s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	98⅛ ⅜	98⅛	98⅛ ⅛	...
Exch. Bonds, 1859, 3½ per Cent.	...	98⅛	98⅛ ⅜	98⅛	98⅛ ⅛	98⅛

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	6½
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	3½
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	91⅝	...	...
Caledonian	76⅝	76	76	76½ ⅛	76½ 5⅛	75⅝
Chester and Holyhead	...	...	...	37⅛	...	36⅝
East Anglian	...	...	20⅛	20⅛ ⅝ ⅛	20⅛	20⅛
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	...	...	...
Edinburgh and Glasgow	62⅝	...	62⅝	...	...	...
Edin., Perth. & Dundee	...	35	34⅝	34⅝	34⅛	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	99⅛	100 99½	...	99⅝ ⅛	98⅛	98½
Gt. South & West. (Ire.)	...	...	...	...	105	...
Great Western	63⅛	63⅝	63⅛ ⅝	63⅝ ⅛ ⅛	63⅛ ⅛	63⅛ ⅛
Lancashire & Yorkshire	101	100⅛	100⅝	100⅝ ⅛	100⅝	100⅝
Lon., Brighton, & S. Coast	112	110½	...	...	110½	...
London & North Western	103⅜	103⅛ ⅛	103⅛ ⅛	103⅛ ⅛	103⅛ ⅛	...
London and S. Western	100⅝	100⅛	...	100⅛ ⅛	100⅛	100⅝
Man., Shef., and Lincoln	43⅛	43⅛	...	43⅝	43⅝	45⅛ ⅛
Midland	84⅛	84⅝	84⅝ ⅛	84	83⅞ ⅛	84
Norfolk	...	...	65	...	...	64
North British	...	44½	46	...	45⅛ 45	...
North Eastern (Berwick)	92	91⅛ 92	92⅛	92⅛ 92	92⅛	91⅛ 92
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	35⅝	35⅜ ⅛	35⅛ ⅛	35⅛	34⅝	34⅜ 35⅛
Scottish Central	...	...	...	104½	...	...
Scot. N.E. Aberdeen Stock	...	...	...	25	...	...
Shropshire Union	49	...	...	...	...	...
South-Eastern	75	74⅛	75⅛ ⅛	...	74⅛ ⅛	...
South-Wales	...	...	...	91⅛ 92	...	...

London Gazettes.

NEW MEMBER OF PARLIAMENT.

FRIDAY, *July* 24, 1857.

City of Oxford.—The Right Hon. E. Cardwell, *vice* Charles Neate, Esq., whose election has been declared void.

PERPETUAL COMMISSIONERS FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

TUESDAY, *July* 21, 1857.

KIRSOPP, WILLIAM, Gent., Hexham, Northumberland, for Northumberland.

STEELE, ADAM RIVERS, Gent., Lincoln's-inn-fields; for Middlesex and Westminster.—*July* 21.

WOOLFRYES, WILLIAM, Gent., Banwell, Somersetshire; for Somersetshire. —*July* 14.

FRIDAY, *July* 24, 1857.

COWPER, JOHN WILLIAM, Gent., Newbury, Berks; for the county of Berks.—*July* 14.

FOX, CHARLES JAMES, Gent., Canterbury; for the city of Canterbury and county of Kent.—*July* 14.

MACKESON, EDWARD, Gent., Lincoln's-inn-fields; for the city of London, county of Middlesex, and city and liberties of Westminster.—*July* 21.

NELSON, PARK, Gent., Essex-street, Strand; for the city of London, county of Middlesex, and city and liberties of Westminster.—*July* 21.

Bankrupts.

TUESDAY, *July* 21, 1857.

ALDEN, ROBERT FORSTER, Tinman, St. Stephen's-plain, Norwich. Aug. 3, at 11, and Sept. 7, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Storey, 17 Featherstone-bldgs., Holborn; or Gilman & Son, Norwich. *Pet.* July 17.

BAKER, CHARLES, Timber Merchant, Southampton. July 30, at 1.30, and Aug. 29, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Westall, 3 South-sq., Gray's-inn. *Pet.* July 17.

BOWCOCK, RICHARD, Oil and Floor Cloth Manufacturer, Hulme, Manchester. Aug. 5 and 25, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Hardman, Manchester. *Pet.* July 18.

BURNETT, CHARLES PHILLIP, Tailor, Lincoln. Aug. 12 and Sept. 2, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Chambers, Lincoln. *Pet.* July 14.

COCHRAN, LORAN DE WOLF, Shipowner, South Sea House, Threadneedle-st. Aug. 3, at 1.30, and Sept. 7, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Linklaters & Hackwood, 17 Size-la. *Pet.* July 10.

DERBYSHIRE, RICHARD (Wilson & Derbyshire), Provision Merchant, Liverpool. July 31 and Aug. 21, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Bardswell, Liverpool. *Pet.* July 16.

EVERITT, EDWARD COLE, Plumber and Glazier, East Rudham, Norfolk. Aug. 4, at 12, and Sept. 7, at 1.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* July 16.

FLEMING, THOMAS, Merchant, Liverpool. July 31 and Aug. 21, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Grocott, Liverpool. *Pet.* July 15.

JORDAN, JAMES, jun., Builder, 3 Campden-hill, Kensington. Aug. 1 and 29, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Abrahams, 4 Lincoln's-inn-fields. *Pet.* July 18.

LOW, ABRAHAM, Cattle Salesman, Lower Homerton, Middlesex. July 30, at 2, and Aug. 29, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Yetts, Temple-chambers, Falcon-ct., Fleet-st. *Pet.* July 17.

MARSHALL, THOMAS, Boot and Shoe Maker, Hartlepool, Durham. Aug. 5, at 12, and Aug. 27, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Sudlow & Co., Bedford-row, London; or Hodge & Harle, Newcastle-upon-Tyne. *Pet.* July 18.

RUST, ALFRED, Hosier, 32 Hedge-row, Islington-green. July 31, at 12, and Aug. 29, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Copping, 7 Coleman-st. *Pet.* July 20.

TRISTRAM, HENRY, Broker, Liverpool. July 29 and Aug. 24, at 11; Liverpool. *Com.* Perry, *Off. Ass.* Cazenove. *Sols.* Lowndes, Bateson, & Lowndes, Liverpool. *Pet.* July 15.

FRIDAY, *July* 24, 1857.

BRIDGES, JOHN, Millwright, Belper, Derbyshire. Aug. 4 and Sept. 8, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Freeth, Rawson, & Browne, Nottingham. *Pet.* July 13.

BROUGHTON, JOHN STEPHENSON, Cooper, Kingston-upon-Hull. Aug. 12 and Sept. 9, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Phillips & Copeman, Kingston-upon-Hull. *Pet.* July 9.

BROWN, WILLIAM, Painter, Ramsgate, Kent. Aug. 10, at 12, and Sept. 7, at 2.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* King & George, 35 King-st., Cheapside. *Pet.* July 23.

ELLIS, OWEN, Stone and Marble Mason, Liverpool. Aug. 5 and 31, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Neal & Martin, Liverpool. *Pet.* July 16.

MITCHELL, THOMAS, Coal Dealer, Preston, Lancashire. Aug. 7 and 28, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Manchester. *Pet.* July 10.

MOLYNEUX, SAMUEL, Mill Sawyer, Oliver's-yd., City-rd. Aug. 6, at 11, and Sept. 4, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Fryer, 69 Lincoln's-inn. *Pet.* July 21.

PAPINEAU, WILLIAM (Wm. Papineau & Co.), Manufacturing Chemist, Chemical Works, Harrow-brdg., Stratford, Essex. Aug. 5, at 1, and Sep. 7, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Mardon, Christchurch-chambers, 99 Newgate-st. *Pet.* July 20.

WATSON, JOHN, Pianoforte Manufacturer, 8 Upper Bemerton-st., Caledonian-rd, Islington. Aug. 6, at 11, and Sept. 4, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Blakeley, 63 Lincoln's-inn-fields. *Pet.* July 22.

WHARTON, SAMUEL, Ironfounder, Nottingham, and late of Chesterfield, Derbyshire. Aug. 4 and Sept. 8, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* July 20.

WILBY, ROBERT, Licensed Victualler, Mother Shipton Public House, Prince of Wales-rd., Camden Town. Aug. 5, at 2, and Sept. 7, at 12.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Batt, Dyers' Hall, City. *Pet.* July 20.

WHEELDON, JOHN, Packing Case and Cabinet Manufacturer, Manchester. Aug. 4 and 25, at 25; Manchester. *Off. Ass.* Pott. *Sols.* Bellhouse & Bond, Manchester. *Pet.* July 16.

MEETINGS.

TUESDAY, *July* 21, 1857.

BROWN, ROBERT JAMES, Timber Merchant, Sunderland. Aug. 3, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from June 30) *Last Ex.*

DAWES, EDWARD, Licensed Victualler, Wolverhampton, Staffordshire. Aug. 12, at 12; Birmingham. *Com.* Balguy. *Final Div.*

DOBB, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. Aug. 11, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div. sep. est.* of J. Skelton.

NAIRN, PHILIP, Miller and Corn Merchant, Waren Mills, Belford, Northumberland. Aug. 11, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

RODGER, THOMAS, Grocer, Attercliffe-cum-Darnall, Yorkshire. Aug. 8, at 10; Council Hall, Sheffield. *Com.* West. *Last Ex.* (heretofore adjourned *sine die*).

SKINNER, JOSEPH, Auctioneer, 30 Great James-st., Bedford-rw. Aug. 1, at 11; Basinghall-st. *Com.* Fane. *Last Ex.*

SPLATT, SAGAR HOLDEN, Sailmaker, Ansdell-st., Liverpool. Aug. 13, at 11; Liverpool. *Com.* Stevenson. *Div.*

FRIDAY, *July* 24 1857.

BETTS, JOHN, Grocer, 16 West-st., Bristol. Aug. 27, at 11; Bristol. *Com.* Hill. *Div.*

COOPER, JOHN MARTIN, Ship Owner, Sunderland. Aug. 3, at 11; Royal Arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Prv. Debts.*

FELL, JAMES, Wholesale Tea Dealer, Liverpool. Aug. 4, at 11; Liverpool. *Com.* Perry. *Prf. Debts.*

MARRIOTT, THOMAS, Tailor, Nottingham. Aug. 11, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Div.*

WALKER, JOHN, & WILLIAM WALKER, Joiners, Birkenhead; also at Stourton, Quarrymen. *Com.* Stevenson. Aug. 6, at 11; Liverpool. *Prf. Debts.*

DIVIDENDS.

TUESDAY, *July* 21, 1857.

ANDERTON, WILLIAM NAYLOR, Commission Agent, Kingston-upon-Hull. First, 1*s.* 9*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

BASSNETT, JAMES, & THOMAS BASSNETT. First, 3*s.* 4*d.* joint est., and 20*s.* sep. est. J. Bassnett. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 to 2.

BUCK, PETER PETCH, Cattle Dealer, Jervaux Abbey. First, 1*s.* 11½*d.* *Hope*, 5 Park-rw., Leeds; any Friday, except between Aug. 8 and Nov. 5, 11 to 1.

BURNET, THOMAS, Glass Bottle Manufacturer, Blaydon First, 3½*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 8, or any Saturday after Oct. 3, 10 to 3.

CAVENS, GEORGE, Jeweller, Carlisle. First, 3*s.* 6*d.*, on debts proved since May 6. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 8, or any Saturday after Oct. 3, 10 to 3.

CHARLES & FORDYCE, Paper Manufacturers, Haughton, Northumberland. Second and Final, 8½*d.* (in addition to 2*s.* 6*d.* previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 8, or any Saturday after Oct. 3, 10 to 3.

CLOUGH, NATHAN, Painter, Bradford. First, 2*s.* 7*d.* *Hope*, 5 Park-rw., Leeds; any Friday, except between Aug. 8 and Nov. 5, 11 to 1.

CRESWICK, THOMAS JOHN, Electro Plated Goods Manufacturer, Sheffield. First, 4*s.* *Brewin*, 11 St. James's-st., Sheffield; two next Tuesdays, or any Tuesday after Oct. 5, 11 to 2.

DAVISON, JOHN, Chain-maker, Kingston-upon-Hull. First, 1*s.* 7*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

DOBB & SKELTON, Timber Merchants, Newcastle-upon-Tyne. First, 2*s.* 6*d.* on debts proved since April 29. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 8, or any Saturday after Oct. 3, 10 to 3.

EDNEY & RAINS, Wholesale Druggists, Liverpool. Second, 10*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

FOSTER, GEORGE, & Co., Worsted Spinners, Horbury. First, 9*d.* *Hope*, 5 Park-rw., Leeds; any Friday, except between Aug. 8 and Nov. 5, 11 to 1.

HEATHFIELD, WILLIAM EAMES, Manufacturing Chemist, Princes-sq., Finsbury. First, 6*d.* sep. est. *Edwards*, 1 Sambrook-ct., Basinghall-st.; next Wednesday, or any Wednesday after Oct. 6, 11 to 2.

HEWITT, GEORGE ALEXANDER, Chemist and Druggist, Derby. First, 10*s.* *Harris*, Middle-pavement, Nottingham; the next three Mondays, 11 to 3.

LEWIS, RALPH, Wine Merchant, Mold. First, 6*s.* 10*d.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

SCOTT, JAMES, Rag Merchant, Batley Carr. First, 8*d.* *Hope*, 5 Park-rw., Leeds; any Friday, except between Aug. 8 and Nov. 5, 11 to 1.

SKETCHLEY, SAMUEL, Scrivener, Horncastle, Lincolnshire. First, 3*s.* 4*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

SYMES, JAMES, EDWARD BARNARD SYMES, & REUBEN RAPER, Electro-platers, 422 Strand. Second, 2*s.* 6*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st.; next Wednesday, or any Wednesday after Oct. 6, 11 to 2.

WITHERS, WILLIAM SHELDON, Miller, Mansfield, Notts. First, 3*s.* *Harris*, Middle-pavement, Nottingham; the next three Mondays, 11 to 3.

WRIGGLESWORTH, JOHN, Linendraper, Halifax. First, 3*s.* 1*d.* *Hope*, 5 Park-rw., Leeds; any Friday, except between Aug. 8 and Nov. 5, 11 to 1.

FRIDAY, *July* 24, 1857.

BAKER, WILLIAM, Clockmaker, 38 and 39 Birchall-st., Birmingham. First, 4½*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

COPLAND, CHARLES, & WILLIAM GEORGE BARNES (Copland, Barnes, & Co.), Provision Merchants, Botolph-la., and of Southampton. First, 3*s.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

CRAIG, SAMUEL, Grocer, Nuneaton, Warwickshire. First, 4½*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

GLADSTONE, MONTGOMERIE & JOSEPH CREEVY BOND (Gladstone, Bond, & Co.), General Brokers, Manchester. Second, 3*d.*, joint est., and first, 14*s.*, sep. est. J. C. Bond. *Fraser*, 45 George-st., Manchester; Tuesday, Aug. 4, and Tuesday, Oct 6, or any subsequent Tuesday, 11 to 1.

GOOLD, THOMAS, Military Ornament Manufacturer, Birmingham. First, 1*s.* 2½*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

HAWKINS, CHARLES, Camp Equipage Manufacturer, 86 Strand. Second, 1*s.* 1½*d.* *Nicholson*, 24 Basinghall-st.; any Tuesday, 11 to 2.

HOLDEN, HYLA, Currier, Walsall, Staffordshire. First 2*s.* 6*d.* *Christie*, 37 Waterloo-st, Birmingham; any Thursday, 11 to 3.

JONES, RICHARD PARRY, Scrivener, Whitchurch, Salop. First, 10*s.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

SPILSBURY, GEORGE, Builder, Wolverhampton. First, 2*s.* 5½*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

SUCKLING, JOSEPH, jun., Hop and Provision Dealer, Birmingham. First, 1*s.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

TAYLOR, ALFRED, Builder, Wednesbury, Staffordshire. First, 10½*d* *Whitmore*, 19 Upper Temple-st., Birmingham; any Thursday, 11 to 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *July* 21, 1857.

ATKINSON, ROBERT, Hairdresser, York. Aug. 11, at 12; Commercial-bldgs., Leeds.

DUNCAN, RICHARD, Wine Merchant, 43 Lime-st. Aug. 11, at 11.30; Basinghall-st.

SMITH, WILLIAM HENRY, Brickmaker, Swansea, Glamorganshire. Sept. 8, at 11; Bristol.

BAKER, BENJAMIN, Apothecary, Cardiff, Glamorganshire. Sept. 8, at 11; Bristol.

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. Aug. 11, at 11; Royal-arcade, Newcastle-upon-Tyne.

HUNTLEY, THOMAS, Grocer, Sunderland. Aug. 13, at 11; Royal-arcade, Newcastle-upon-Tyne.

LAWRENSON, THOMAS, Shipsmith, Liverpool. Aug. 11, at 12; Liverpool.

WILLIAMSON, GEORGE (John Williamson & Son), Woollen Manufacturer, Stair Mill, Crosthwaite, Cumberland. Aug. 14, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

FRIDAY, *July* 24, 1857.

BANNISTER, EDWARD, Maltster, Woodsetton, Sedgley. Aug. 14, at 10; Birmingham.

BETTS, JOHN, Grocer, 16 West-st., Bristol. Aug. 18, at 1; Bristol.

MARSHALL, JOHN, Coal Merchant, Friar-st. and Victoria-wharf, Reading, Market-pl., Wokingham, and various Railway Stations. Aug. 14, at 1.30; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *July* 21, 1857.

BLIEDBERG, FREDERICK, & MARC SARAN, Commission Merchants, Liverpool. July 13, 1st class to each.

GOBLE, JOSEPH, Miller, Shoreham. July 13, 3rd class; having been suspended for two years from day of his last examination.

FRIDAY, *July* 24, 1857.

ATACK, SAMUEL, Builder, Leeds. July 17, 1st class.

BRYAN, JOHN, Electro-Plater, 8 Dyers'-buildings, Holborn. July 16, 2nd class.

BULMER, WILLIAM, Grocer, Bedale, Yorkshire. July 17, 3rd class.

CATT, JAMES, Hop Merchant, 69 High-street, Southwark, and of Loampit-hill, Lewisham, and 2 South-st., Greenwich. July 14, 2nd class.

DENNISON, PATRICK, Grocer, Bradford, Yorkshire. July 20; 3rd class.

FIGG, JOHN, Boot and Shoe Maker, Downing-st., Farnham, Surrey. July 17; 1st class.

HUMPHREYS, GEORGE JOHN, Underwriter, Crown-ct., Old Broad-st. July 18th; 3rd class.

HUNT, JAMES, Commission Agent, 37 Corn-st., Bristol, now of 6 Noel-st., Islington. July 8; 3rd class; having been suspended for twelve months from July 5, 1856.

PARKER, GEORGE, Grocer, Leeds. July 21; 3rd class.

PEEL, WILLIAM, Blanket Manufacturer, Staincliffe, Yorkshire. July 21; 3rd class.

TASKER WILLIAM & JOHN AUDUS, Potato Merchants, Selby, Yorkshire, and also at Hampstead-rd., Middlesex. July 17; 1st class to W. Tasker, and 3rd class to J. Audus.

WILLIS, FREDERICK THOMAS, Oil and Colourman, 171 Whitecross-st. July 17; 2nd class.

Professional Partnership Dissolved.

FRIDAY, *July* 24, 1857.

WORSHIP, WILLIAM, & EDMUND BURNARD SQUIRE, Attorneys and Solicitors, Great Yarmouth; by mutual consent. Debts paid and received by W. Worship. July 22.

Assignments for Benefit of Creditors.

TUESDAY, *July* 21, 1857.

BREWER, HENRY, Calico Printer, Manchester. June 26. *Trustees*, S. Symonds, Calico Printer, Manchester; J. Welch, Calico Printer, Manchester; C. F. Halle, Merchant, Manchester. *Sol.* Welsh, 16 Cooper-st., Manchester.

BRIERLEY, EDWARD, Builder, Newcastle-upon-Tyne. June 25. *Trustees*, W. Southern, Timber Merchant; R. Glaholm, Plumber; both of Newcastle-upon-Tyne. *Sol.* Hoyle, 30 Grey-st., Newcastle-upon-Tyne.

BROWN, WILLIAM, Coachbuilder, Preston. June 30. *Trustees*, J. H. Hebdon, Banker's Clerk, Preston; J. Whitehead, Ironmonger, Preston. *Sols.* Winstanley & Charnley, Preston.

CORRIE, JOSIAH, Jeweller, Ludgate-hill. July 3. *Trustees*, G. Wheeler, Jeweller, Bartlett's-bldgs; D. Clarke, Watchmaker, 8 Goswell-rd. Indentures lies at G. Wheeler's, Bartlett's-bldgs., Holborn.

CUSSONS, GEORGE, Jeweller and Watchmaker, Whitby and Scarborough. July 6. *Trustees*, G Carter, Factor; G. Wood, Factor; both of Birmingham. *Sol.* Reece, Truro-chambers, 104 New-st., Birmingham.

HENRY, WILLIAM ARTHUR, Engineer and General Tool Manufacturer, Sheffield. July 11. *Trustees*, J. Easterbrook, Merchant, 6 Suffolk-rd., Sheffield; J. Hickson, Builder, Malinda-st., Sheffield. *Sols.* Pye, Smith, & Wightman, 3 Hartshead, Sheffield.

MORRIS, JOHN, Draper, Presteign, Radnorshire. June 18. *Trustee*, R. Garland, Warehouseman, Wood-st. *Sol.* Turner, 68 Aldermanbury.

PUNNETT, DAVID, Grocer, 129 Shoreditch. July 15. *Trustees*, S. Hazzledine, Wholesale Grocer, 96 Houndsditch; W. A. Stubbs, Wholesale Grocer, 4 Eastcheap. *Sol.* Godwin, 4 Essex-ct., Temple.

SCARD, Rev. THOMAS, Clerk, Durley, Southampton. June 30. *Trustees*, T. Clark, Merchant, Bishops Waltham; R. H. Stares, Land Surveyor, Droxford. *Sol.* Gunner, Bishops Waltham.

SOTHERN, JOHN, Shoemaker, Castle Northwich, Cheshire. July 7. *Trustees*, J. Ockleston, Tanner, Wincham, Cheshire; G. Key, Ironmonger, Northwich. *Sol.* Cheshire, Northwich.

SOUTHORN, GEORGE, Grocer, Leicester. June 23. *Trustees*, A. Jones, Merchant, Liverpool; J. Barrs, Grocer, Leicester. *Sols.* Stone, Paget, & Billson, Leicester.

SUGDEN, LEONARD, Builder, Grange-rd., Bermondsey. July 10. *Trustee*, H. Youngman, Timber Merchant, Grange-rd. *Sol.* Butler, 191 Tooley-st., London-bridge.

WARD, WILLIAM, Builder, Henfield, Sussex. July 2. *Trustees*, J. Upton, Plumber, Brighton; W. Blaber, Timber Merchant, Brighton. *Sol.* Kennett, 22 Ship-st., Brighton.

FRIDAY, *July* 24, 1857.

CREASER, WILLIAM, Chemist, Linton, Cambridgeshire. June 26. *Trustee*, A. Preston, Wholesale Druggist, Smithfield Bars, Middlesex. *Sol.* Jackson, Haverill, Suffolk.

DAVIES, THOMAS, Blacksmith, Machen, Monmouth. June 25. *Trustee*, E. Allen, Shopkeeper, Newport, Monmouthshire; J. Bothomley, Accountant, Newport. *Sol.* Cathcart, Dock-st., Newport.

DONKIN, JAMES, Grocer, Rothbury, Northumberland. July 14. *Trustees*, J. H. Wood, Draper, Stockton-upon-Tees, Durham; A. S. Pearson, Warehouseman, Carlisle. *Sol.* Wilkinson, Morpeth.

ELLMER, EMMANUEL, Builder, Barrow-upon-Humber, Lincolnshire. July 14. *Trustees*, T. Cammell, Blacksmith, Barrow-upon-Humber; R. Hall, Ironmonger, Kingston-upon-Hull. *Sol.* Eaton, 25 Parliament-st., Kingston-upon-Hull.

FOWLER, JAMES BIRD, Miller, Market Rasen, Lincolnshire, and at Sheffield. July 22. *Trustees*, W. Townsend, Gent., Middle Rasen; W. Caney, Silversmith, Market Rasen. *Sols.* Rhodes & Son, Market Rasen.

HARRISON, HENRY, Milliner, Stockton, Durham. June 30. *Trustees*, A. Dinsdale, Banker, Darlington; J. W. Colching, Warehouseman, Wood-st., London; R. Milburn, Warehouseman, Newgate-st., London. *Sol.* Mardon, Christchurch-chambers, 99 Newgate-st., London.

KILLICK, JOHN EVEREST, & THOMAS WOOD, Millers, Speldhurst, Kent. July 10. *Trustees*, E. Churchill, Corn Merchant, Tonbridge Wells; H. Hickmott, Farmer, Rotherfield, Sussex; H. Simes, Corn Merchant, Tonbridge Wells. *Sol.* Crippa, Tonbridge Wells.

RICHARDS, JOHN, Innkeeper, Burford, Oxfordshire. July 18. *Trustee*, T. Streat, Auctioneer, Burford; J. Collis, Miller, Burford. *Sols.* Lee & Son, Witney.

RICHARDSON, ROBERT, Chain Cable and Anchor Manufacturer, Wapping, Middlesex; and Middlesborough, Yorkshire. July 18. *Trustee*, J. Boyd, Iron Merchant, East India-chambers, Leadenhall-st. *Sol.* Hasther, Paternoster-row.

RICHARDSON, THOMAS, Innkeeper, Gateshead, Durham. July 9. *Trustee*, J. Usher, Agent, Gateshead. *Sol.* Browne, 109 Pilgrim-st., Newcastle-upon-Tyne.

TOMPSETT, BENJAMIN, Grocer, Linton, Kent. July 8. *Trustees*, W. Lawrence, Provision Merchant, Maidstone; A. Tompsett, Grocer, Pembury, Kent. *Sol.* Crippa, Tonbridge Wells.

Creditors under Estates in Chancery.

TUESDAY, *July* 21, 1857.

DUNNING, WILLIAM (who died in Dec. 1855), Farmer, New-bldgs.-farm, Sutton-on-the-Forest, Yorkshire. Creditors to come in and prove their debts on or before Nov. 2, at V. C. Stuart's Chambers.

GILSON, BENJAMIN (who died on May 28, 1856), Surgeon, Halstead, Essex. Creditors to come in and prove their claims on or before Nov. 7, at Master of the Rolls' Chambers.

NEWBERY, FRANCIS (who died in March, 1857), Gent., Clifton, Gloucestershire. Creditors to come in and prove their debts on or before Oct. 28, at Master of the Rolls' Chambers.

POPE, ALEXANDER (who died in Jan. 1852), Florist, Handsworth, Staffordshire. Creditors or incumbrancers to come in and prove their debts or incumbrances on or before Nov. 10, at V. C. Stuart's Chambers.

SWAINE, EDWARD ROSE (who died in Nov. 1851), Esq., Herne-hill, Surrey, and Bartholomew-close, London. Creditors and incumbrancers to come in and prove their claims on or before Nov. 7, at Master of the Rolls' Chambers.

TENNENT, ANNE DILLON (who died in Dec. 1856), Widow, 68 Albany-st., Regent's-pk. Creditors to come in and prove their debts on or before July 31, at V. C. Wood's Chambers.

FRIDAY, *July* 24, 1857.

LAWRENCE, Rev. CHRISTOPHER SENIOR (who died in April, 1855), Clerk, Ash Priors, Somersetshire. Creditors to come in and prove their claims on or before Nov. 2, at Master of the Rolls' Chambers.

PALMER, THOMAS (who died in March, 1855), Gent., Harbury, Warwickshire. Creditors to come in and prove their debts on or before Nov. 11, at V. C. Stuart's Chambers.

ROTHMAN, RICHARD WELLESLEY (who died in March, 1856), Esq., Medina-pl, St. John's-wood, Middlesex. Creditors to come in and prove their debts on or before Nov. 4, at Master of the Rolls' Chambers.

STILES, WILLIAM (who died in April, 1857), Coppersmith, 23 Lisle-st., Leicester-sq., Middlesex. Creditors to come in and prove their claims on or before Nov. 1, at V. C. Stuart's Chambers.

THORNTON, GODFREY (who died on March 8, 1857), Colonel in the Grenadier Guards, Moggerhanger-house, Bedfordshire. Creditors and incumbrancers to come in and prove their claims on or before Nov. 9, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *July* 21, 1857.

NORTH TAMAR MINE COMPANY.—V. C. Kindersley purposes, on Aug. 1, at 12, at his Chambers, to make a call for 8s. per share.

TIMBER PRESERVING COMPANY.—V. C. Wood will, on Aug. 6, at 12, at his Chambers, appoint an Official Manager of this Company. Creditors to come in and prove their debts before V. C. Wood.

FRIDAY, *July* 24, 1857.

NORTH TAMAR MINE COMPANY.—V. C. Kindersley purposes, on Aug. 1, at 12, at his Chambers, to make a call for 8s. per share.

TIMBER PRESERVING COMPANY.—V. C. Wood will, on Aug. 6, at 12, at his Chambers, appoint an Official Manager of this Company.

Scotch Sequestrations.

TUESDAY, *July* 21, 1857.

CRUIKSHANK, JOHN, Auctioneer, Glasgow. July 24, at 2, Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 13.

STEPHEN, GEORGE, Stornoway, Island of Lewis, Ross-shire. July 28, at 1, Caledonian Hotel, Stornoway. *Seq.* July 16.

FRIDAY, *July* 24, 1857.

DOW, JOHN, Draper, Alloa. July 31, at 1, Royal Oak Hotel, Alloa. *Seq.* July 22.

DUFTON, ALEXANDER, Farmer, Cowie, Aberdeenshire. July 29, at 11, Royal Hotel, Aberdeen. *Seq.* July 20.

HEARD, WILLIAM, & THOMAS HEARD (Heard & Steel), Grocers, Larkhall. Aug. 1, at 12, Commercial Inn, Hamilton. *Seq.* July 21.

HENDERSON, JAMES, Shipowner, Dundee. July 29, at 2, British Hotel, Dundee. *Seq.* July 20.

WILKIE, JAMES, Baker, South-st., Perth. July 30, at 1, Procurators' Library, County-bldgs., Perth. *Seq.* July 20.

To Subscribers.—*Subscribers desiring to receive their copies* post free *are requested to forward the amount of their subscription* (£2 8s. *for the first year, including the* Weekly Reporter *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* Mr. William Shaen.

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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 1, 1857.

THE SESSION.

It was no wonder that the prominence given to the subject of law amendment, in the speech of the Lords Commissioners at the commencement of the present session of Parliament, coupled with the previous memorable speech of Sir Richard Bethell at Aylesbury, should have excited considerable expectations in the public mind. There being no absorbing question of political interest to occupy the time of the House during the session, it was generally believed that a number of useful measures, to which the legal members of the Government professed to have devoted their particular attention, would have been passed without unnecessary delay. The difficulty was to imagine any obstacle. The Bills, we were told, had been prepared with the utmost care, on the best information, by the most competent persons. No Minister ever had to deal with a more manageable Opposition. In fact, on the subject of law reform, there could not be said to be any opposition; for here, at all events, the great majority, both of Lords and Commons, reflected the opinions and desires of the country. The ability of the Attorney-General was admitted by every one; and his anxiety to achieve legal reforms was so frequently and earnestly proclaimed by himself, that people had begun at length to believe in its existence. It was not unreasonable, therefore, that the friends of law reform should have indulged in high hopes of what would be accomplished, under such auspicious circumstances. It is because so little has been, or we fear will be, accomplished before the session closes, that we somewhat anticipate that event; and we do so in the hope that something may yet be done, if the professed friends of law reform who have seats in Parliament are true to their cause.

The measures for which Ministers expected especial credit are those relating to Testamentary and Matrimonial jurisdiction, and to Fraudulent Breaches of Trust. Indeed, they have not proposed any others of much importance, except the Insolvent Joint Stock Companies Bill. Notwithstanding the very elaborate report of the Registration Commissioners, and the other abundant materials for legislation, on the law affecting the transfer of real estate, they have not even pretended to deal with it; and if we may judge from a recent observation of the Lord Chancellor in the House of Lords, it appears very problematical whether they mean ever to do so. The institution of a department of justice is another matter of hardly less moment, the consideration of which has been also indefinitely postponed, nor has anything been attempted towards carrying out the improvements in the language and manner of legislation, which were suggested some time ago in the report and evidence of the select committee on the Statute Law Commission. We have no desire, however, to make out a catalogue of all the measures which the Government ought to have undertaken, but which they have left untouched. A more useful inquiry is, how they have done what they have attempted? And here lies the secret of the want of success which has hitherto characterised most of their attempts at law amendment.

Of all the Government legal measures of the session, unquestionably the most important is the Probates aad Administration Bill. Now, our complaint is, that, both as to last session and the present, either an ill-considered Bill was laid before Parliament, or else one purposely much less useful than it might have been. Since the Lord Chancellor laid his first Bill upon the table of the House of Lords to the present time, the utmost uncertainty and vacillation have been exhibited in dealing with it by the law advisers of the Government. First of all, there was to have been a transfer of the contentious business to the Court of Chancery; then, in deference to popular clamour, there was some mystification about engrafting upon that tribunal a common law procedure in all testamentary business; for a while it was uncertain whether Mr. Collier's proposal for a transfer to the common law courts might not be adopted; and lastly, by way of escape from the rivalry of the two sides of Westminster Hall, there is to be a new court, and a new judge, who may be either an advocate or a member of the equity or the common law bar. Still more remarkable was the treatment of a question which affected the very principle of the Bill. It is impossible to deny that the only serious opposition which it has hitherto encountered came from the warmest supporters of the principle which it proposed to embody, and to the success of that opposition we now owe the abolition of the limit proposed for district probates, in respect of the amount and the kind of property of which testators resident in the district might die possessed. The strangest feature of this part of the case is the declaration of the Attorney-General, when he discovered the House of Commons to be almost unanimously opposed to restricting country probates as to the amount of property, that his own opinion fully coincided with that of the majority. At the same time, it would be unjust to deny the Lord Chancellor and the Attorney-General the praise of having perseveringly endeavoured to pass this measure; and we earnestly hope that their efforts will not be defeated by the opposition with which it is menaced by the proctors, when the question of their compensation comes to be discussed.

The fate of the Fraudulent Breaches of Trust Bill cannot yet be regarded as certain. That part of it which applies to the case of ordinary trustees has elicited considerable disapprobation. The remainder of the Bill, which relates to directors and officers of Joint-Stock Companies, on the contrary, has met with nothing but approval. The policy of including the former class of persons in an Act intended principally for the latter is questionable. Without some such provisions as those contained in Lord St. Leonards' Bill for the Relief of Trustees, the effect of Sir Richard Bethell's Bill would probably be to deter the great majority of persons from accepting the onerous and unprofitable office of trustee. With so great a risk of innocently suffering heavy pecuniary loss, as exists in the present state of the law, it only wants the additional terror of criminal proceedings to frighten men of ordinary nerve from undertaking the office. The same objections have manifestly no application to the paid officials of public companies; and there is no reason why they should all be placed together in the same category. But, however the House of Lords may deal with the clauses relating to trustees, there appears to be little room for doubt that those applying to other classes of persons will be enacted; and so far Sir

Richard Bethell will have rendered English jurisprudence a substantial service, by removing doubts as to criminal liability, where none ought to exist.

Apart from the Divorce Bill, of which the prospect is not hopeful, the Insolvent Joint Stock Companies Bill is the only remaining Government measure of importance. It has now received its third reading in the House of Lords, and therefore its success is certain. Its effect must be very beneficial both to the shareholders and the creditors of insolvent companies. Under its operation, the interminable and ruinously expensive proceedings, the disgraceful conflict of jurisdictions, and the cruel persecution of shareholders, which were consequent upon the failure of the British Bank, need never be witnessed again; and we have no doubt that when it becomes law it will be hailed as a boon by tottering companies, many of whose members, under the existing law, would be ruined in the event of winding up.

We have now exhausted the list of the legal achievements of the session, unless, indeed, the group of eight Bills purporting to be a consolidation of certain branches of the criminal law are to be included in the number, which we are most unwilling to allow. In themselves they do not possess any strong claim upon our admiration. And considering that they are not merely attempts at consolidation, but also at alteration in a very important department of the law, we cannot but wish for their rejection by the House of Commons, if for no other reason, because of the late period when they were introduced, and of the vicious principle involved in delegating the proper functions of the Legislature to the *employés* of the Statute Law Commission. That learned body has been now for some years at work. It has had the help of a paid member and a numerous staff of assistants; and if it can do nothing more than contribute at the last moment such a batch of Bills as those presented lately to the House of Lords, it is high time that its functions should cease, and that the work of consolidation should be placed in other hands. We regard these eight Bills as nothing more than an attempt to prolong the existence of the Statute Law Commission, by an exhibition of vitality which may save it from the reproach of utter worthlessness.

On the whole, the public will be disappointed at the slight results which have followed from the great promises of law amendment, which ushered in the present session. We anxiously hope that the Probate Bill, at all events, will be the law of the land when Parliament is prorogued. If nothing further is achieved, that of itself will not be a contemptible instalment, and we shall be happy to find others of equal value in the programme of Ministers next February. Amongst these, above all, should be a well-considered Bill to facilitate the transfer of land. If the Lord Chancellor, or the Attorney-General, be not then prepared with such a measure, they may be assured that that most necessary task will be undertaken by some independent member of the Legislature.

LORD BROUGHAM'S REGISTRATION BILL.

If Lord Brougham's Transfer of Real Estate Bill had been introduced with a view to actual legislation, we should be obliged to enter our most decided protest against the scheme. We presume, however, that the only object of the learned and energetic Lord was to stimulate the activity of the Attorney-General in the preparation of the measure which he has promised to frame upon the basis of the Report of the Commission. The defects which are apparent on the face of Lord Brougham's scheme may, however, serve to direct attention to the difficulties which will have to be surmounted in preparing a comprehensive Bill, such as to do justice at once to the public and the profession. In this view, therefore, it will not be altogether lost time to examine the general outline of the machinery by which Lord Brougham proposes to simplify the present practice of conveyancing. After a series of clauses providing for the appointment of a hierarchy of Registrar-General, Recorders, and Registrars, and for the parcelling out of the country into divisions and districts, the powers and duties of the officers are prescribed. Their first business is to be the formation of a map for every district, a matter on which it will be remembered the Commission pronounced no very definite opinion, but which, we believe, will, on any system, prove to be an indispensable preliminary. The proceedings by which the accuracy of the official map is intended to be secured may furnish some useful suggestions. In the first place, a discretion is given to the Registrars to avail themselves of the Ordnance and Tithe Commutation maps where these are found to be sufficient in scale and accuracy, or, if necessary, to institute new surveys to perfect the plans. After the map has been laid down, due publicity is to be given by means of notices, and the Recorder of the division is to hold a sitting for the examination of all objections on the part of landowners who may consider their boundaries not to be defined with sufficient clearness and accuracy. When all necessary corrections have thus been introduced, the map is to be authenticated by the official seal; and machinery is also provided for the correction from time to time of any errors which may arise by the alteration of boundaries, the progress of building, or any other causes. This is so far well, but, having got his map, Lord Brougham is determined to make it the only basis of registration. Parcels are to be described by reference to letters in the map; and if any stickling purchaser is anxious to have the identity of his land made more secure by the addition of verbal descriptions, he is not to be permitted to insert them in his conveyance, but is to be forced to adopt the clumsy contrivance of a supplementary instrument to specify the parcels. It is a strange way of simplifying conveyances to cut a deed into two, and describe the property on one piece of parchment, and convey it by another. This, however, is only introductory to a much more objectionable proposal — namely, that the deed of conveyance or mortgage shall be in all cases prepared, not by the purchaser or mortgagee, but by the registration officers, a plan which needs only to be stated to be condemned. What is wanted is to simplify the transfer of land with the least possible infusion of officialism, and not to take the conveyancing business of the whole country, and hand it over bodily to an army of registrars and recorders. Registrars will have quite enough to do with their own business of registration without making them universal draftsmen, to the hazard of all who deal in land, and to the obvious detriment of the profession, who know how to do the work at least as well as any local officers who would be likely to be appointed under the provisions of the Bill if it were ever to become law.

These are objections to the machinery rather than to the principle of the Bill, though they are of too sweeping a character to be regarded as otherwise than fatal to the whole scheme. But the principle of the project, if it have any, is at least equally open to comment. Whatever else may be the result of the Report of the late Commission, we take it to have finally established the much disputed, but really obvious, conclusion, that any system of registration of assurances can lead to nothing but increased complication and additional expense. The question now on trial is, whether registration of title, as distinguished from registration of documents, can or cannot be worked out with efficiency and safety. In terms Lord Brougham seems to admit that this is the actual position of the inquiry, for he is careful to adopt the phraseology which is appropriate only to some such method as the Commissioners have sug-

gested. Thus his Bill provides for the formation of what is termed an "Index of Titles;" but upon examination of the enacting and explanatory clauses, it turns out that the index is intended to be nothing whatever but an index of deeds and documents. The very first thing to be borne in mind in devising any scheme of registration is, that there are two distinct principles, on one or other of which you must of necessity proceed. Either you may make the registration conclusive, subject to the title of the first registered owner being good, or you may warrant the title, of course after a due investigation with sufficient notice to all interested parties. The Commissioners entered very fully into the consideration, whether it was advisable to give a parliamentary title in every case. They decided, for what seemed to us unanswerable reasons, against such a plan, and explained, in some detail, the procedure by which those who desired to procure an official warranty might be enabled to do so. It was a matter of course that such a machinery should not be allowed to work injury to an absent party, whose interest might not be discovered before the conclusion of the proceedings and the grant of an indefeasible title. The greatest precautions were intended to be used to prevent any steps being taken without due notice to all who could have any possible claim; and in the rare instances in which wrong might inadvertently be done notwithstanding such safeguards, compensation was to be made at the public expense. It is clear that it is only by the force of some such provisions as these that it can be possible in any case for a purchaser to dispense with an investigation of the title prior to the first registration; but Lord Brougham appears to contemplate a much shorter cut to this end. The Bill contains no provision in the case of a register of a purchase for any judicial investigation of title, nor is compensation offered in the event of an estate being registered in the name of a usurper. If a true owner afterwards turns up, there is nothing that we can find in the Bill to prevent his displacing those whose names appear on the series of transactions which may be entered in the official index. It follows, that a purchaser from any of these latter persons can only be safe after investigating the title as fully as if no registration had taken place; and yet the Bill proceeds to enact that no person whose name shall have been placed on the register shall be required to deduce a title beyond the fact of registration, of which the certificate of the registrar is to be sufficient evidence. In other words, the Bill proposes to simplify conveyancing, by enacting that, in future, purchasers shall not be entitled to insist on any title being made. It would be in effect precisely the same thing to enact that henceforth there shall be no more purchases or other dealings in land. This certainly is an original method of facilitating the transfer of real property.

Legal News.

THE CONSOLIDATION BILLS.

(*From the Daily News*).

This is surely rather sharp practice. Here are no less than seven Consolidation Bills, on some of the most important branches of the criminal law. Larceny and all other descriptions of criminal misappropriation; forgery; coinage offences; malicious injuries to property; offences against the person; the law relating to accessories and abettors; and the law, both criminal and civil, relating to Libel—a collective mass of legislation occupying 120 pages of parliamentary foolscap—thrown before the House of Commons on the 31st of July, within a few weeks of the close of the session, and at a period of the year when a great proportion of the legal members of the House are notoriously absent on circuit. On the 29th of July these Bills were first placed in the hands of members; on the 31st the House is to be asked to assent to their being read a second time. We are well aware of the apology which will be made in extenuation of this paroxysm of legislative haste. It will be urged that these Bills are to a great extent simply a consolidation of the existing law. As far as this plea is urged with truth, we are not disposed to question its validity. In all exertions of legislative power there are two main points to be attended to—the matter and the manner of legislation. Is the proposed law expedient in its objects? is one question; is it so expressed as to carry out those objects? is another question. The two questions fall within the province of different orders of men. The first question is a question for legislators, the second for lawyers. Parliament is the only tribunal for the one; a committee of legal members of the House of Lords is no doubt admirably fitted to decide on the other.

If these seven Bills merely consolidated the existing enactments on the subjects with which they deal—if they did nothing more than re-enact with judicious improvements in legislative language the criminal statutes which have accumulated since the consolidation Acts of Sir Robert Peel, and fuse the whole incongruous body of law into one homogeneous mass—we at once admit that there would be great force in the argument, that the House of Commons would be well advised not to interfere in the matter, but to take it for granted that they could hardly improve, in point of form, what the utmost science of the greatest lawyers of the day had been sedulously employed in bringing as near as possible to perfection. But the case is not so. In the first place, even in point of form, it may well be doubted whether this consolidation of the criminal law makes any very near approach to that ideal standard of lucid accuracy and comprehensive terseness of expression which the public have a right to expect in model legislation. It ought to be generally understood that these Criminal Law Consolidation Bills are a totally different thing from the long-promised criminal code. The latter is still in embryo. Many hundreds of thousands have been lavished, many commissions have sate, upon it. The public have nothing to show for this waste of money and time but a few fragments of codification, buried in a mass of learned annotations, and still more deeply sepulchred within the dusty covers of forgotten Blue Books. The seven Consolidation Bills which the House is to be asked to read a second time to-night are a far humbler effort of legislation. There is nothing scientific about them; they aim at nothing higher than the collection, into seven Bills, of provisions now scattered through more than seventy times seven Statutes. Their authors are the working members of the existing Statute Law Commission, and, without any desire to be hypercritical, we must be allowed to doubt whether some of the Bills, especially that relating to offences against the person, do not present omissions and inaccuracies which, even in point of form, would render it somewhat inexpedient to impress on them, without due deliberation, the final sanction of the Legislature.

But the danger of hasty legislation in respect to these seven Bills does not arise only from defects of form or from errors of omission: it depends on the fact that several of these Bills, more especially those relating to coinage offences and offences against the person, contain new provisions, the expediency of introducing which is a grave matter for the consideration, not of legal draftsmen, weighing words and phrases, but of statesmen, weighing thoughts and things. We will take only a single instance from the "Offences against the Person Bill." The Report prefixed to this Bill states, that "Section 36 underwent much discussion in the Lords' Committee, and was framed expressly to prevent the too-prevalent ill-treatment of women and children, by giving a much more severe punishment than can now be awarded in such cases." Turning to the Bill, in order to see the mode by which this laudable object is proposed to be carried out, we read as follows:—"S. 36. Whosoever shall unlawfully and maliciously cause any bodily harm or do any violence to the person of any child under the age of ten years, or of any woman, shall be guilty of a misdemeanor, and being convicted thereof, shall be liable, at the discretion of the Court, to be imprisoned for any term not exceeding three years, with hard labour." Now we have no wish to animadvert on this clause in the narrow spirit of legal criticism. We have no desire to point out, what is on the face of the clause itself sufficiently obvious, that it vests in the tribunals an excessively wide discretion—a discretion under which any assault, however trifling—"any bodily harm or any violence"—an abrasion, a bruise, or a blow—may be punishable with not less than three years hard labour. We would simply submit, that the expediency of thus far extending the power of imprisonment now possessed in such cases, is a question not for lawyers but for statesmen—not for a committee of the law lords up-stairs, but for free and public discussion by both Houses in their capacity as legislators. If

this be so—and that it is so really admits of no reasonable doubt—it follows, as a necessary consequence, that it is really idle to ask the House of Commons on the 31st of July to pass judgment on seven Bills, none of which were delivered to the House before the 29th of July, and several of which — we would instance especially the Coinage Offences Bill—involve not only a consolidation of the existing law, but the introduction of much which is absolutely new law.

If, indeed, these seven Bills were so perfect in form as to realise in that respect the ideal of criminal legislation, we might be disposed to urge on the House of Commons a suspension of its proper functions, as a means of securing with all possible speed so inestimable a benefit to the country. But this is simply not so. The Bills are, with some noticeable exceptions, respectable specimens of the improved style of parliamentary drafting; nothing more. In as far as they bring together the *disjecta membra* of the criminal statutes, they would no doubt save the practitioner some trouble of reference; but even in this respect we fail to see that they would possess any marked advantage over the current edition of "Jervis's Archbold." On the other hand, the amendments they propose to introduce in the law, however admirable and useful in themselves (as to which we pronounce no opinion), ought certainly not to be pressed through Parliament without abundant opportunity of discussion and deliberation. The country will not suffer for having to wait a year longer for this result of the labours of Mr. Bellenden Ker's Commission; but it would be eminently discreditable to all concerned, if impracticable or unstatesmanlike provisions were allowed to become law, merely because the House of Commons was asked to ratify without examination what a committee of law lords had seen fit to approve.

COMMITTEE FOR PRIVILEGES.

THE GREAT SHREWSBURY CASE.—HOUSE OF LORDS, *July* 16.

(*Continued from p.* 637.)

The Registries of Albrighton, Salwarpe, and other places were produced by various witnesses, for the purpose of proving the burial of several of the persons mentioned in the pedigree.

The Rev. Dr. Winter, a Roman Catholic priest, said he had formerly been private chaplain to the late Earl. He saw him buried.

Cross-examined.—In a conversation he had with the sixteenth Earl, the predecessor of the late Earl, he was told that "Lord Talbot of Ingestre had no more claim to the title and estates than this writing pen." The Earl at the same time held up a pen in his hand.

Re-examined.—The Earl made that remark in consequence of witness having told him he had heard a rumour, that, in the event of Bertram Arthur's death, Lord Talbot would succeed to the title and estates.

By Lord ST. LEONARDS.—No more conversation took place on the subject. He asked the Earl the question abruptly. Bertram Arthur, afterwards the seventeenth Earl, was the nephew of the sixteenth Earl, and was living in the same house with his uncle when the conversation occurred.

Proof was then given of the death of the remaining members of the second branch without leaving issue, and thus the second line of the pedigree was completed.

With respect to the third line a curious book, called the "Benefactors' Book," was tendered, containing a pedigree alleged to be signed by Sir Gilbert, the son of Sir John of Albrighton, and the brother of John of Salwarpe. The origin of this book was as follows:—At the time of the great fire of London, the Heralds' College was burnt down, and in order to raise the then large sum of £5,000 for the purpose of purchasing land and rebuilding the College, a Royal Commission issued, directed to the nobility and gentry, urging them to raise the necessary funds, and directing the heralds to make a book, to be called the "Benefactors'," in which the pedigrees of all persons so subscribing were to be entered, "together with their marriages, issue, and liberality, for the remembrance of future ages." In the first place, proof was tendered of the authenticity of Sir Gilbert's signature by means of an acknowledged authentic will being placed before experts in the art of comparing handwritings, and then the signature in the "Benefactors'" was shown them.

Mr. Serjeant *Byles* objected to this method of proceeding.

Sir *F. Thesiger* contended that their Lordships would hear this evidence, because, in the first place, if they were bound by the rules of civil judicature, they must receive the evidence in accordance with the Act of Parliament; and, secondly, if they were not bound by the Act, they would not reject themselves what they had considered a just and convenient course to be adopted by other tribunals.

After some further discussion the proof of the handwriting was admitted, and several persons skilled in the art gave it as their opinion that the handwriting in the will and that of the signature in the "Benefactors'" was the same.'"

The pedigree entered in the "Benefactors'" was then tendered as evidence upon two grounds,—first, as an official document, and secondly as a pedigree signed by a member of the family, and containing statements respecting that family.

Mr. Serjeant *Byles* objected to the entry being given in evidence —first, upon the ground that it was not an official document, inasmuch as, unlike the Heralds' "Visitations," no search was required to be made by the Heralds before the entry was made, for the purpose of establishing its truth; and secondly, because the entry, having been made with the intention of its being made an official document, it could not be called a private pedigree signed by a member of the family.

The *Attorney-General* said, that he considered the entry was not an official document, and, inasmuch as there were several blanks in the pedigree, he did not think it could be admitted as evidence.

Sir *F. Kelly* submitted that the pedigree did not pretend to be complete, but merely to be true as far as it went. He contended that it ought to be received in evidence.

Lord ST. LEONARDS said that the "Benefactors'" had been admitted in evidence in 1804 by their Lordships in the De Ros peerage.

Sir *F. Kelly* said, that, if there had been any ground of objection, the Attorney-General of the day would not have allowed it to be received in evidence.

The LORD CHANCELLOR said, that this was a very important point, and his strong conviction was, that, leaving open all question as to the weight that ought to be given to it, it ought to be received in evidence, upon the ground that the "Benefactors'" was legitimate evidence to satisfy their Lordships that this was a pedigree made by a member of the family, whether signed by him or not; the signature being merely for the purpose of showing who the person was who drew up the pedigree. In his opinion the book had been in proper custody. At all events, they might take it safely as a statement made by a member of the family as to the state of the family at the time. It was not now necessary to say whether, if there had been no proof of the handwriting, that it would have been admissible in evidence, but at the same time he did not think that the "Benefactors'" stood upon the same footing with the Heralds' "Visitations," which were *quasi* judicial proceedings. In the present case there was no evidence to show that the Heralds made any search before they entered the pedigree, to ascertain its correctness.

The other Lords having concurred,

The "Benefactors'" was put in evidence, and the entry read.

July 17.

Further documentary evidence was given in proof of the third line of pedigree. An objection, which was overruled, was made by the counsel opposing the claim to a copy of an inscription upon a monument erected by William Talbot, Bishop of Durham, to the memory of his father. An objection was also made to the evidence, as insufficient, of the marriage of William, Bishop of Durham, with Catherine, his supposed wife.

Lord Belhaven was examined with respect to certain conversations he had had with the sixteenth Earl and Lady Shrewsbury as to the state of the family. He was told by them that Bertram Arthur, the late Earl, would keep the Protestant branch out of the title.

July 27.

Sir *F. Kelly* tendered some slight further documentary evidence on behalf of the claimant, and he was then proceeding to sum up the claimant's evidence, when

Lord ST. LEONARDS said, the House could not hear him until after the cases of the parties who appeared in opposition to the claim had been concluded. Major Talbot had sent in a document by which he declined offering any active opposition to the claim, but he prayed to be allowed to watch the case. The House would, therefore, only hear Mr. Serjeant Byles and the Attorney-General against the claim.

Mr. *R. Palmer*, on behalf of Major Talbot, said he had received new evidence, which he was prepared to lay before their Lordships.

Lord St. Leonards.—Are you prepared to produce the evidence at once?

Mr. *R. Palmer* said, certainly he was.

The Lord Chancellor asked if there was an affidavit to that effect?

Mr. *R. Palmer* said that one could be prepared at once.

Sir *F. Thesiger* said, that Major Talbot had adopted a singular course. He had first been permitted by the indulgence of their Lordships to lodge a case, and then, having declined to offer any active opposition, he now sought to give evidence without having lodged any case at all.

Mr. *R. Palmer* said he must have made himself misunderstood, for he merely wished to inform their Lordships that he had obtained fresh evidence. He did not propose to produce it before the House. He merely wished to watch the case.

Sir *F. Thesiger* said he had no objection to his learned friend watching the case, provided he remained silent.

At the suggestion of the House,

Mr. Serjeant *Byles* proceeded to open the case of the Duke of Norfolk's second son, in opposition to the claim, by saying that there was no wish on the part of the Duke of Norfolk to controvert any honours or emoluments to which Lord Talbot might lay claim. He had not the slightest idea of this devise to his younger son until the death of the late Earl. He, however, was the natural guardian of his child, who was an infant not merely in the legal sense of the word, but a child of a few months old, and, therefore, he was bound in duty to that child to defend its possessions. He should show at least thirteen persons as to whom no reasonable evidence had been given that they had died without issue. He could not entertain any reasonable doubt that this was not the last claim to the earldom of Shrewsbury which their Lordships would have to decide upon. Their Lordships would recollect the case of Lord Willoughby, in which the title had been in the possession of a younger branch of the family for a period of 150 years, at the expiration of which time an obscure person, living on Tower-hill, came to their Lordships' House and proved to demonstration that he was the true heir to the title through the elder branch, and he took his seat in this House as a Peer. It was only within the last eleven months that the issue of the first Earl of Shrewsbury, whoever they might be, had received notice that they might be entitled to this splendid inheritance. It was most likely, from information they had received, that several persons would put in their claims to the title. It was true that there had been notices in the public newspapers, but it was not until this case had been published, and the evidence laid before the world, that the parties would know of their rights. He submitted that the case required the most extraordinary vigilance on the part of their Lordships, for they had to go back for 300 years through the pedigree of a most prolific family, in which there had been many second marriages, and which was now submitted for the first time to anything like a judicial investigation. There was already one person at their Lordships' bar who claimed to have sprung from an issue not mentioned in the case of the claimant; and if time were allowed, there was no doubt but that more persons would have appeared before their Lordships. According to the Act of Parliament, a person had nothing to do but to show that he was the real Earl of Shrewsbury, and he would enter at once into the possession of £45,000 per annum. Whoever was to hold the estates, were it Lord Talbot or were it the Duke of Norfolk's second son, they would always hold it with the sword of doubt suspended over their heads, as the moment a new person proved his right to the title, the estates under the Act of Parliament would pass to him without regard to the Statute of Limitations. He (Mr. Serjeant Byles) did not wish to express any disrespect to the judges who were to decide this claim; but he must observe the fact, that, at the fag end of the first session after the late Earl's death, Lord Howard was threatened with the loss of these estates without his having been enabled to prepare his case, or obtain sufficient evidence. He should, however, make such observations upon the claimant's case as he considered necessary, and he should also lay before their Lordships such evidence as he had in his power. He would not trouble their Lordships by going into the claimant's pedigree at large, but he would content himself by simply laying before their Lordships the weaknesses which presented themselves to his mind in looking at the claimant's case. Before he proceeded to open the case on behalf of the Duke of Norfolk, he begged to remind their Lordships that Sir F. Thesiger said that he should mainly rest his case upon two documents—the recital in the private Act of Parliament of 1718, and the Benefactor's Pedigree. He could not do justice to the case which he should have the honour to present to their Lordships unless he were indulged with an opportunity of making some observations upon these two pieces of evidence; for if they were to be received by the House without any such observations at all, the difficulties with which he should have to contend would be much increased. He would call their Lordships' attention, in the first place, to the recital in the deed of 1718, executed a year after the death of the Duke of Shrewsbury, and the circumstances under which that recital was introduced in the deed. The father of the Duke was Francis, the eleventh Earl, who was killed in a duel, and his eldest son Charles was left a minor; and the executor of this Francis was William of Wittington, who, it was said by the claimant, was the father of the Bishop of Salisbury, and who, at all events, must have been perfectly well known to the Duke of Shrewsbury. Most of the members of this illustrious family were Catholics. The Duke of Shrewsbury made the settlement of 1700 when he was in the country, and after he had retired from public business. He would beg their Lordships' attention to the condition of the Catholics at this time, because it would have a most important bearing upon the case. In the early part of the year 1700, an Act of Parliament, the 11 & 12 Will. 3, c. 4, was passed, entitled "An Act for further Preventing the Growth of Popery." The provisions of that Act seemed almost incredible to us of the present time. It gave a reward of £100 to any informer who should convict a Roman Catholic bishop, priest, or gentleman, of celebrating mass, and the 2nd section inflicted imprisonment for life upon the parties so offending. The 3rd section was the most important; it rendered Catholic landowners incapable of taking or holding lands, and enacted, that if within six months after coming to the age of 18, Catholics did not abjure their faith by making a declaration against transubstantiation, their estates should go at once to the next of kin being a Protestant. The title and the lands were thus at the mercy of their nearest relations, and any informer might inflict upon them these severe penalties, without incurring the risk of which they could not practise the sacred rites of their most august religion.

Lord Brougham.—What did you say, Mr. Serjeant Byles—of what religion? We did not hear you distinctly.

Mr. Serjeant *Byles*.—Of their religion; he would use that term if their Lordships preferred it. Under these circumstances he would point their Lordships' attention to the state of the family at this period. Gilbert was a Catholic priest, and George was also a Catholic. Sir John, of Longford, was a Catholic next in succession, and Sir John, of Lacock, was the only Protestant. John of Longford had no children. The Bishop of Salisbury was perfectly well known to the Duke, who had been his benefactor, and who it might be presumed wished to benefit him further. It was under these circumstances that the Duke had to settle very large estates in his name and blood. The Duke, who appeared to have been a person of very great wealth indeed, in settling his estates only made the bishop a trustee, and did not leave them to the bishop as a possible heir to the title, but rather excluded him from the possession of them, which would not have been done supposing it was known he had a chance of becoming the Earl. He submitted that the bishop was not in the position that the claimant endeavoured to place him in, or that the Duke knew that between himself and the bishop there were a great number of persons who would have a prior claim to the title and the estates. The recital in the deed, he should contend, was made at the instance of the bishop, and was, therefore, not a proper document to be received in evidence by their Lordships. With respect to the pedigree contained in the Benefactors', he contended that the proof of the signature of Gilbert Talbot to it was not sufficiently proved by the comparison of the initial letters "G. T." on Gilbert Talbot's will, with the signature purporting to be his in the Benefactors'. Besides this want of authenticity, he should show that there were a great many erasures, and upwards of thirteen persons who would be proved to have existed, of whom the Benefactors' made no mention, and who were not proved by the claimant to have died without issue. Under these circumstances he trusted that their Lordships would not allow the claim of Lord Talbot to the title of Earl of Shrewsbury.

July 28.

Mr. Serjeant *Byles* proceeded to produce evidence for the purpose of showing the incorrectness of the Benefactors' Pedigree. In order to show this, several ancient wills, deeds, and inquisitions were tendered, in which a great many persons bearing the name of Talbot were referred to, who were not mentioned in the Benefactors' Pedigree. Among these were a Sir Humphrey

Talbot and a John Talbot, said to be the issue of the first Earl of Talbot by a second marriage. In the first line a Thomas was mentioned, said to be a brother of the fourth Earl, of whom all subsequent trace was lost. William, a son of the fourth Earl, said to have died without issue, was stated in certain documents to have had a son, Walter, of whom no subsequent trace could be found. As to the second line, Sir Gilbert of Grafton was said by the claimant to have had by his first marriage only one son, Gilbert; but in the will of the above-mentioned Sir Humphrey, Sir Gilbert of Grafton was said to have had a second son, Humphrey. A will of Gilbert, the eldest son, stated that he had two sons, Humphrey and Walter. Walter was said to have had issue who could be traced for several centuries. Sir John of Abbington was stated to have had two sons and five daughters by his first marriage, which were not mentioned in the Benefactors', and John, the tenth Earl, was said to have had a third brother, Gilbert, living in 1609. With respect to the third line, the claimant's pedigree was admitted to be correct down to Sherrington of Rudge, who was stated by the Benefactors' to have had six sons, all but one of whom died without issue. By the deeds put in evidence it was now attempted to be proved, that, besides the six sons, he had four daughters, and that the sixth son, Gilbert, said to have died without issue, had one son and two daughters. Charles, a grandson of Sherrington, was also said to have had issue, mentioned in certain deeds. Another grandson of Sherrington, not mentioned by the Benefactors', was stated to have had issue. By his second marriage, according to the claimant's pedigree, Sherrington had three sons, of whom George and Edward were said to have died without issue, whereas it was now attempted to be proved that George had a son William.

If the case thus endeavoured to be made out by the parties in opposition be correct, the title and estates have been in the hands of wrongful possessors for upwards of two centuries, and not one of the present claimants would be entitled to them. Thus the second son of the Duke of Norfolk would be able to keep possession of the estates until some person came forward who could make out his claim to the title to their Lordships' satisfaction.

At the conclusion of the documentary evidence,

The Rev. Dr. Logan and the Rev. Dr. Rock, both Catholic clergymen, were called for the purpose of speaking to conversations they had had with John, the last Earl but one of Shrewsbury, in which he had said that Lord Talbot had no claim to the earldom in case of Bertram's death, and that he did not belong to the same family.

The Rev. Dr. Rock said he had had his attention drawn to the evidence of Mrs. Hibbard, which appeared in the *Times*, and knowing that he could give evidence in contradiction to hers, he had felt it his duty to tender it.

July 30.

Several witnesses were called this morning on behalf of the parties opposing the claim to speak to conversations which they had had with John, the sixth Earl, in which he said Lord Talbot had no claim to the title.

At the conclusion of the evidence offered in opposition,

Sir *F. Thesiger* proceeded to produce evidence in contradiction to the suggestions of the parties opposing. Some of the persons mentioned by the deeds produced on Tuesday were shown to have been illegitimate, others were shown to have belonged to branches of the family younger than that through which Lord Talbot claimed.

At the conclusion of the evidence in reply,

On the application of Mr. Serjeant *Byles*, the further hearing was adjourned until this day week, and the evidence was ordered to be printed.

BANKRUPTCY REFORM.

(From the Times).

The statement just made by Lord Brougham on the existing defects of the bankruptcy courts will, perhaps, stimulate the Government during the approaching recess to prepare a scheme of amendment. But, although the improvements urged were far from extensive, the tone of the Lord Chancellor afforded little hope that they are likely to be vigorously taken up. The great evil of the present condition of the question is the damage it inflicts upon public morality. Everything that deters creditors from bringing the conduct of failed firms before an impartial tribunal operates as an encouragement to the fraudulent trader. Where affairs are wound up under private inspection the representations of the debtor are always more or less taken for granted, and while the honest man abstains from turning this fact to his own advantage, it proves to the unscrupulous an irresistible temptation. Both, however, occupy afterwards the same position in society. Indeed, if there is any difference, it is against the honest man, since he frankly admits all his mistakes, while the more practised operator resorts to every kind of concealment and sophistry, and usually ends by extracting a general expression of "sympathy" from his deluded supporters. The records of the past few years indicate the field that is open to every bold adventurer. He may go on with a lavish personal expenditure, and wind up with liabilities for £100,000—they must never be less than £50,000 if he desires to be respected—and at the end, although he may be unable to show assets for more than a quarter of that amount, or to give a single satisfactory reason in the shape of unforeseen calamity to account for the disappearance of the remainder, he can rely that few questions will be asked, and that the whole matter will be smoothly adjusted. Should any dissatisfied sufferer manifest a disposition to severity, it is only necessary that some friend of the insolvent, after enlarging upon the readiness shown by that gentleman to facilitate the liquidation—he having actually offered to continue his best services in the cause for three months, or even longer, on a proper allowance being made to him—should threaten every obstructive with the fact that if any want of unanimity is shown, the case must be carried into bankruptcy, where, instead of 4*s.* or 5*s.* in the pound, which might now be realised, there will, at the best, be a prospect of half-a-crown. From that moment all opposition is over. The creditors sign a deed of arrangement, write off their losses, wait patiently for the small pittance promised, and never make another inquiry. That such results should be witnessed, when, as Lord Brougham observed, speaking from the experience of the past three years, out of 120 bankruptcies, with assets amounting in the aggregate to £90,000, the creditors got only £44,000, the whole of the balance having been swallowed up by expenses, can hardly create surprise. Even under the best system, the inducements on the part of creditors to shun a public court are very strong, since those who have made large losses are never anxious to parade them, but with the certainty that the pecuniary results would be worse, even although some reserved assets might often be extracted, which, under a private liquidation, would never be heard of, there can be no doubt as to which will be preferred. Thus all the most questionable cases wholly escape. Pecuniary loss and inconvenient publicity both stand before the creditor to deter him from his strict duty, and the reckless defaulter gets through without even a rebuke, since it is not the business of any individual to assume the functions of a judge. A system more calculated to strike at the root of all straightforward and unpretending modes of business could scarcely be conceived. The story of the prosperous American financier, who upon his sixth failure was told that his assets did not show more than 3*s.* 9*d.* in the pound, and who replied that, as he had never paid less than 5*s.*, he would make up the difference from his own pocket, finds something very like its parallel every month in London. The continuance of the evil depends now upon the Legislature. The expense of a legal liquidation certainly need not exceed that incurred by a leading professional accountant. In fact, it should be considerably less. With a reform in this respect, and with some arrangement for the non-publication of the amount of the claim of each individual creditor, the Court of Bankruptcy might become what such a tribunal should be in the first commercial country in the world—a terror to the dishonest, and a refuge and justification for the unfortunate trader. In the absence of the latter provision, whatever reforms may be made in other respects, it will perhaps never be uniformly resorted to. Some of the recent and most important investigations connected with the Royal British Bank were nearly being stopped through difficulties in that respect. They were got over, however, by an understanding that names or special figures should be suppressed wherever their publication might be injurious or inexpedient, and, subject to the discretion of the court, there seems no reason why the example thus furnished should not be generally acted upon.

BANKRUPTCY STATISTICS.

The following is an Abstract of a Return to the House of Lords from the Official Assignees of the Court of Bankruptcy in London, and of the District Courts of Bankruptcy, from Oct. 11, 1855, to Oct. 11, 1856, of the total amount of remuneration received by them during that period, and of the sums paid thereout for expenses for the same period:—

LONDON.

Official Assignee.	Remuneration recvd. £ s. d.	Expenses.	£ s. d.	Net Remuneration. £ s. d.
William Bell	3516 16 8 ...		620 0 0	2896 16 8
P. Johnson	1815 19 1 ...		800 0 0	1015 19 1
G. J. Graham	2601 1 11 ...	Salaries	637 10 0	The ordinary expenses & extraordinary together exceed the remuneration by 1602 12 6
		Rent	101 11 6	
		Stationery	37 17 10	
		Sundries	33 9 8	
		Paid damages in Griffiths, Newcombe, & Co.	1500 0 0	
		" "	1790 0 0	
		Paid for expenses of Ship	103 5 5	
			3393 5 5	
			4203 14 5	

The damages, &c., are in consequence of Official Assignees being necessary parties to all actions by and against the creditors' assignees, and equally liable with them to all consequences of these actions, although the Official Assignee can have no interest in the subject-matter of the action but as a mere receiver.

In the case of Griffiths & Co., the assignees found, on their appointment, a ship in the bankrupts' actual possession. They were advised by an eminent counsel that it was theirs. They, therefore, defended an action brought against them to try the right. The verdict was against them, and the damages were found at £3,220. The creditors' assignees are incapable of paying. The estate has no funds, and no prospect of any. The whole loss falls on the Official Assignee. The costs are estimated at about £800 more.

Official Assignee.	Remuneration received. £ s. d.	Expenses. £ s. d.	Net Remuneration. £ s. d.
H. H. Stansfeld	2748 15 9 ...	906 1 8 ...	1842 14 1
H. H. Cannan	2936 17 7 ...	653 3 4 ...	2283 14 3
W. Whitmore	2293 0 11 ...	805 15 9 ...	1487 5 2
E. W. Edwards	2371 0 11 ...	871 9 11 ...	1499 11 0
C. Lee	4329 3 4 ...	1219 13 4 ...	3109 10 0
William Pennell	3248 19 5 ...	816 1 0 ...	2432 18 5
Isaac Nicholson	1858 11 11 ...	670 14 0 ...	1187 17 11
BIRMINGHAM.			
James Christie	1731 10 2 ...	564 17 8 ...	1166 12 6
F. Whitmore	1784 3 2 ...	583 13 5 ...	1200 9 9
John Harris	3646 15 11 ...	580 0 0 ...	3066 15 11
LIVERPOOL.			
Wm. Bird	1472 17 4 ...	445 18 1 ...	1014 9 3
James Cazenove	872 19 3 ...	389 10 9 ...	483 8 6
Charles Turner	1982 1 11 ...	626 8 4 ...	1355 13 7
George Morgan	1347 3 1 ...	416 0 0 ...	931 3 1
MANCHESTER.			
John Fraser	1246 9 2 ...	242 1 3 ...	1004 7 11
James S. Pott	1269 15 8 ...	283 11 8 ...	986 4 0
F. Hernaman	2410 8 11 ...	442 13 5 ...	1967 15 6
LEEDS.			
Henry P. Hope	809 1 9 ...	379 0 6 ...	430 1 3
T. Carrick	1648 5 5 ...	379 16 6 ...	1268 8 11
George Young	1921 2 0 ...	450 0 0 ...	1471 2 0
John Brewin	1715 12 11 ...	869 10 10 ...	1846 2 1
BRISTOL.			
Alfred J. Acraman	1937 2 11 ...	487 10 0 ...	1449 12 11
Edward M. Miller	1790 0 11 ...	273 0 0 ...	1517 0 11
EXETER.			
Henry L. Hirtzel	1356 9 3 ...	898 12 0 ...	957 17 3
NEWCASTLE-UPON-TYNE.			
Thomas Baker	2379 5 11 ...	908 8 10 ...	1470 17 1

The following is an abstract of a return to the House of Lords from the messengers of the Court of Bankruptcy in London, and of the district Courts of Bankruptcy, from 1st June, 1856 to 1st June, 1857, of the total amount of charges and fees received, and expenses paid by them during that period:—

LONDON.

Messengers.	Charges and Fees received. £ s. d.	Amount paid thereout. £ s. d.	Net Profit for Year. £ s. d.
James Cooper	3687 18 8 ...	2706 0 3 ...	981 18 0
Thomas E. Stubbs	3264 5 7 ...	2338 17 6 ...	925 8 1
John D. Austin	2904 4 8 ...	1781 17 8 ...	1122 7 0
James Johnstone	5550 0 5 ...	3999 4 11 ...	1550 15 6
Thomas Hamber	3789 19 4 ...	2153 15 2 ...	1636 4 2
BIRMINGHAM.			
William Bodill	2060 6 5 ...	1323 19 9½ ...	736 6 7½
F. O. Badham	2820 9 4 ...	1939 1 4 ...	881 8 0
LIVERPOOL.			
Henry Ayres	1171 7 8 ...	775 1 0 ...	396 6 8
Charles Harber	997 2 2 ...	560 10 2 ...	436 12 0
MANCHESTER.			
Jas. Aug. Harding	1411 2 11 ...	982 4 1 ...	428 18 10
Thos. Jebb Millar	920 4 6 ...	610 11 2 ...	309 13 4
LEEDS.			
Thos. W. Needell	2156 12 0 ...	1288 17 9 ...	867 14 3
Chas. C. Templer	2164 6 10 ...	1406 1 1 ...	758 5 9
BRISTOL.			
James Crocker	1119 12 11 ...	610 14 1 ...	508 18 10
Henry Turner	946 17 9 ...	536 4 2 ...	410 13 7
EXETER.			
John Bullivant	1127 17 4 ...	610 6 6 ...	466 1 7
NEWCASTLE-UPON-TYNE.			
Job Reeves	2032 1 5 ...	1175 1 5 ...	857 0 0
In Copying Proceedings	180 0 0 ...	72 16 0 ...	107 4 0

NORTHERN CIRCUIT.—DURHAM, JULY 23.

(Before Mr. Baron CHANNELL.)

THE QUEEN *v.* BALLENY (A MAGISTRATE).

In this cause a special jury was sworn to try a criminal information, whereby her Majesty's Attorney-General charges Robert Balleny, Esq., a justice of the peace, residing at Little Greencroft, near Lanchester, in the county of of Durham, with having, under colour of his office as a magistrate, compounded an offence and extorted money under threats of fine and imprisonment.

Mr. *Atherton*, Q.C,, and the Hon. *A. Liddell*, were for the prosecution; Serjeant *Atkinson* for the defence.

Mr. Atherton said this case was one of great importance as concerning the administration of justice—one very unfrequent in our courts, and, he might almost say, without a parallel. The defendant was a gentleman by position, and had been for many years a county magistrate. On the 2nd of July last year two police constables, in the course of their duty, observed two men, named Spoons and Story, in pursuit of game. They apprehended them, and took them before the nearest magistrate, who happened to be Mr. Balleny. He, instead of proceeding in the ordinary way to hear the evidence, addressed the prisoners thus: "If you will pay £1 each you may go; if not, you will be taken to Lanchester and locked up, and brought before the magistrate next day and fined 40s. and costs." Then, without waiting for an answer from the accused parties, he ordered one of the constables to handcuff the men and take them to Lanchester. The men asked to be allowed to go to Berry Edge, their object being to raise the money for their liberation. Mr. Balleny gave them permission, and the men went to Berry Edge, raised the money, and paid it over to one of coustables. They were then allowed to go home. The constable went the next day to Mr. Balleny, and asked him to enter the cause. The defendant thereupon said the men were not fined, and that nothing was due to the county or the superannuation fund. He then handed 10s. to Robson, the constable, telling him there was 5s. for himself and 5s. for the other officer. Robson declined to receive it, and Mr. Bellany said if it were objected to by the chief constable, they must return the money to him.

The field in which the poachers were found belonged to Mr. Balleny himself.

Mr. Serjeant *Atkinson*, for the defence, complained that this was an information *ex officio*, and said, that, on the facts, as proved by the prosecution, never had the office of Attorney-General been so abused as in this case. He contended that Mr. Balleny had a perfect right to do as he did. An offence had been committed against him, and, not having merged his civil

rights in his public duties, and being influenced by the appeal to settle the matter at once, he consented to take £2 as compensation for the damage he had sustained. The men had, therefore, never been fined at all. The learned counsel concluded by reminding the jury of the serious consequences a verdict of guilty would entail.

Mr. *Atherton* replied; and

The jury, after a short deliberation, found the defendant *Guilty* of extorting the money, and that he did it under colour of his office as magistrate.

The defendant will be brought up for judgment next term in the Queen's Bench.

In re Humphrey Brown.—Court of Bankruptcy, *July* 30.—(Before Mr. Commissioner Fane.)—A petition for adjudication in bankruptcy has been presented to this court by Mr. Brown, through his solicitors, Messrs. Greville and Tucker. The object of the petitioner is to obtain his release from custody, where he now is under an attachment issued at the suit of the official manager of the Royal British Bank. The adjudication was made, and the bankrupt's surrender was taken, he having been brought up for the purpose in custody on the Commissioner's warrant. It is said that an application to the Vice-Chancellor will be founded on these proceedings for his release from custody.

Re Suitors in Chancery.—Court of Chancery, *July* 25. — Mr. Renshaw appeared in support of a petition to have a fresh receiver appointed of the compensation fund awarded to the Earl of Devon on the abolition of a patent office formerly held by him in the Court of Chancery. The application was made on behalf of the Globe Insurance Company, who are first incumbrancers on the fund. The Lord Chancellor made the order as asked, without prejudice to the rights of any of the parties.

A Black Calendar of Crime.—The calendar of prisoners for trial at the Liverpool assizes, as made up to the 27th inst., is one of the blackest catalogues of crime that has been issued for some time. There are ten cases of murder in it (to which will have to be added another from Manchester, in which three prisoners are for trial), fourteen of stabbing, wounding, &c., one of shooting, one of attempt to blow up a house, five of rape, and five of perjury, besides a long list of burglaries and other offences—*Times*.

The Election Petitions Bill.—The following rather important clause has been added in committee on the Bill of Mr. Adderley and Mr. S. Child for regulating the presentation and withdrawal of election petitions. The clause enacts that any petitioner who shall not complete his recognisances to proceed, or who shall afterwards withdraw his petition without leave of the House, shall be liable to pay double the amount of all costs, damages, and expenses incurred by the sitting member or other party complained of in the petition. The agent presenting the petition will also be personally liable to pay all costs to which the petitioner is liable under this Act.—*Times*.

Chancery Vacation Notice.—During the vacation, until further notice, all applications which are necessary to be made at the judges' chambers are to be made at the chambers of the Vice-Chancellor Sir W. Page Wood. Parties desiring to make any urgent special application to the Court during the vacation, are to apply at the said chambers for an appointment. The chambers of the Vice-Chancellor Wood will be open on Tuesday, Wednesday, Thursday, and Friday in each week, from 11 to 1.

The Privilege of Reports.—The Select Committee of the House of Lords on the Privilege of Reports, have agreed to the following resolutions, viz.:—1, That the prayer of certain petitioners that there shall be entire immunity for the publication in newspapers of all that is spoken at all public meetings, if the report be faithful, thus depriving persons calumniated of all remedy, save against the speaker, cannot safely be granted; 2, That faithful reports of the proceedings of either House of Parliament, at which strangers have been permitted to be present, shall have the same privilege as is now granted to faithful reports of the proceedings of courts of justice; 3, That if an action shall be brought for an alleged libel, it shall be competent for the defendant, in addition to any other plea, to plead, "that the alleged libel was par of the report of the proceedings of a public meeting lawfully assembled for a lawful purpose, and that the said report is a faithful report of the said proceedings of the said public meeting, and that the plaintiff has sustained no actual damage by the publication of the alleged libel," and that on proof of this plea, the jury should be directed to find a verdict for the defendant; and 4, that a public meeting for this purpose shall be a meeting lawfully called by the sheriff of a county or other public functionary to petition the Queen or either House of Parliament, or a meeting for the election of members of Parliament, or a meeting of the town counsel of any city or borough, or a meeting held under the authority of an Act of Parliament for imposing rates on, or regulating the local affairs of, any district. The second resolution was only carried by 5 to 3, and the rest of the resolutions *nem. dis.* The witnesses examined before the Committee were Mr. E. Baines, Mr. Alexander Dobie, Mr. T. Curson Hansard, and Mr. A. Ely Hargrove.

Election Expenses.—Perhaps few candidates at the late general election were returned at less expense than the Chancellor of the Exchequer, for the Radnorshire boroughs. The auditor's account of these expenses has just been published, from which we learn that the return cost just 30*l.* 2*s.*, of which sum 10*l.* 8*s.* (more than one-third) was the auditor's fee, the actual election, therefore, costing under £20. The agent had ten guineas, the printers 5*l.* 15*s.*, and the cost of proclaiming the notices in the contributory boroughs (3*l.* 9*s.*) made up the total.—*Times*.

Questioning Prisoners.—Mr. Baron *Martin*, on the Oxford circuit, at the close of the prosecution of a prisoner for stealing the property of his master, called up the chief constable, and told him he had no right to put questions to prisoners to get evidence of their guilt. If questions were put *bonâ fide*, to ascertain whether a prisoner was guilty or innocent, the case might be different; but the course pursued was directly contrary to the Act of Parliament, which required the committing magistrates to caution prisoners before hearing their statements. His Lordship wished to put the police on their guard, for the Act of Parliament would become nugatory if prisoners were to be examined and cross-examined by the police. The practice must be abandoned, or steps would be taken to put a stop to it. —*Times*.

Recent Decisions in Chancery.

Winding-up Acts—Building Society.

In re The St. George's Building Society, 5 W. R. 771.

Whatever difficulties may have arisen in construing or applying the provisions of the Winding-up Acts, there has not been much controversy as to the character of the companies, associations, or partnerships which come within their operation. The 1st section of the 11 & 12 Vict. c. 45 (Winding-up Act, 1848), includes all "companies, associations, and partnerships," whereof the capital or profits is or are divided into shares, which are transferable without the consent of all the co-partners. The 12 & 13 Vict. c. 108 (Winding-up Act, 1849), extended the operation of the former Act to all "partnerships, associations, and companies" consisting of not less than seven members. There have been, however, a few cases in which the question has been raised, whether an association of persons who joined together not for trading purposes, and who are not liable individually to creditors, is necessarily included in the words of the Act of 1849. In the *Sherwood Loan Company* (1 Sim. N. S. 165), it was argued that that loan company was not an association, company, or partnership within the meaning of these statutes, the company not being (as was contended) a trading or commercial company carrying on business for the sake of profit. Lord *Cranworth*, then Vice-Chancellor, doubted whether the company would have been within the meaning of the Act of 1848, but had no doubt that the language of the Act of 1849 was quite large enough to include it. His Lordship, however, gave no opinion as to whether it was necessary, in order to bring an association, &c., within the meaning of the Act, that it should be formed for purposes of profit, as he considered that profit was one of the objects of the company in question. In *Bright* v. *Hutton* (3 House of Lds. Cas. 351), it was held that a projected railway company, provisionally registered, is an association within the meaning of the Acts; but in *Re The St. James's Club* (2 De G. Mac. & Gor. 383), Lord *St. Leonards* reversed a decree of *Knight Bruce*, then Vice-Chancellor, ordering the winding up of the St. James's Club, the constitution of which was similar to that of most West-end clubs. The grounds mainly relied upon for the appellant were, that the Winding-up Act, 1848, only extended to companies, &c., trading or instituted for profit; and that the 8th section of the Act of 1849, which referred to "carrying on the business" of the

associations, &c., showed that that Act also was meant to apply only to trading associations, &c. Lord *St. Leonards* adopted this view in construing the Acts, but appears to have been influenced in his decision mainly by a feeling of the inconvenience that might arise from the affirmance of the principle involved in the Vice-Chancellor's decree. "I cannot," said his Lordship, "hold the Act to apply to every association or company. If I were to do so, I might be called upon to carry the application much lower than to such a club as that now in question. A cricket club, an archery society, or a charitable society would come under the operation of the Act." A still more important reason, however, for excluding such an association from the operation of the Winding-up Acts, is the fact, also noticed by Lord *St. Leonards* in his judgment, that no member of such a club is liable to a creditor, except so far as he has assented to the contract in respect of which such liability has arisen, which is of itself a sufficient reason for excluding all such cases from the operation of the Winding-up Acts, unless, indeed, the words of the Acts are so explicit as to give judges no discretion. Building societies are placed in somewhat an anomalous position, in reference to the Acts. By the 2nd section of the 11 & 12 Vict. c. 45, all benefit building societies other than such as are certified and inrolled under the statutes in force respecting such societies, are liable to the operation of the Act. The difficulty at once arises under the 12 & 13 Vict. c. 108, whether building societies, excepted from the former Act—viz. certified building societies—are included in the latter, which extends the provisions of the former to all partnerships, associations, and companies of not less than seven persons. *Kindersley*, V. C., doubted that they were so included, but considered himself bound by the authority of the *Sherwood Loan Company's* case, between which and the case of certified building societies his Honour saw no distinction to warrant him from arriving at a different decision. As far as we know, *In re The St. George's Benefit Building Society* is the first case in which it has been held, after argument, that a certified building society may be wound up under the Acts; but there does not appear to be much room for doubt that such societies are brought within the provisions of the Act of 1848 by the terms of the Act of 1849, which we have already mentioned.

SPECIFIC PERFORMANCE—AGREEMENT FOR SALE OF HOUSE AND GOODWILL.

Darbey v. *Whitaker*, 5 W. R. 772.

There is no branch of the jurisdiction of courts of equity which rests upon more definite and intelligible principles than that which relates to the specific performance of agreements. Recent decisions, however, including the most recent—viz. the decision of the House of Lords in *Ridgway* v. *Wharton*—do not tend much to elucidate the doctrine of the Court in cases of specific performance, where the exercise of its jurisdiction may be said to be discretionary. An agreement may be such, as to its subject-matter or its form, as to prevent the Court from decreeing that it should be specifically performed. Or the party seeking such a decree may by his conduct at the date of the alleged agreement, or subsequently, have disentitled himself to the relief sought. But as questions of conduct or laches on the part of plaintiffs enter into nearly every suit instituted in equity, it is unnecessary here to touch upon that subject. *Darbey* v. *Whitaker* is an illustration of what difficulties may arise as to the subject-matter of an agreement of which specific performance is asked. In this case, the plaintiff agreed to assign the lease and goodwill of a beershop, and to sell the tenant's fixtures, &c., at such sum as the same should be valued at by two persons named, or their umpire; and all the stock of porter and ales, not exceeding a certain quantity, at the valuation of two licensed gaugers, or their umpire. There was the usual clause by which the plaintiff agreed not to carry on the trade within a specified distance under a penalty. And in case either party failed to perform the agreement, the party so failing should pay to the other, if he was willing to complete, a specified sum in the nature of liquidated damages. As to the principal subject-matter of this agreement—viz. the goodwill of the business—Lord *Eldon* decided, in *Baxter* v. *Conolly* (1 Jac. & Walk. 576), that the Court will not execute a contract for the sale of a goodwill of a business, but will leave the parties to their remedy at law, upon the ground that there could be no conveyance, and that it would be impossible to carry out the contract. In a subsequent case (*Bryson* v. *Whitebread*, 1 S. & Stu. 74), in which *Baxter* v. *Conolly* does not appear to have been cited, Sir *John Leech* granted specific performance of an agreement to sell the goodwill of a trade, and the exclusive use of a secret in dyeing, ordering at the same time that the Master, in settling the deed which was to give effect to the arrangement, should introduce a general covenant to restrain the use of the secret for twenty years, and a covenant limited, in point of locality, as to carrying on the ordinary business of a dyer, both parties being willing that the agreement should be so modified. This authority is not mentioned among the cases cited before V. C. *Kindersley*, in *Darbey* v. *Whitaker*. His Honour, however, while feeling himself bound by the decision of Lord *Eldon*, in *Baxter* v. *Conolly*, considered that an agreement for the purchase of a goodwill, mainly, if not entirely, annexed to the premises, was clearly distinguishable from an agreement to purchase a mere goodwill. "There was not the smallest doubt," said the Vice-Chancellor, "that a contract relating to such a goodwill was subject to a decree for specific performance." *Dakin* v. *Cope* (2 Russ. 171) is an express authority to the same effect. In that case, no doubt appears to have been raised as to the power of the Court to execute an agreement for the purchase of a leasehold public-house, and the goodwill and licenses connected with it. Granting the rule, as laid down by Lord *Eldon*, the distinction taken by V. C. *Kindersley* is perfectly consistent therewith, and throws no difficulty in the way of understanding the general doctrine of the Court in relation to specific performance. It is not so certain that the same may be said of the other two points involved in his Honour's judgment. It has long been an admitted principle, that, where the plaintiff can have adequate compensation at law, by way of damages, for breach of the agreement, a court of equity will not decree specific performance; and if the parties themselves proceed upon that understanding, and stipulate the exact amount which is to be paid on breach, it can hardly be contended that the nature and the amount of compensation are not adequate, where the sum agreed upon is evidently intended as compensation, and not merely by way of penalty. The Vice-Chancellor observed, that, "as to the remedy being legal upon the clause as to liquidated damages, it was true that the vendor might sue, if he pleased, but it was quite optional." The same remark would apply to several reported cases where specific performance has been refused, upon the ground that the plaintiff could have had an adequate remedy at law. There is, however, to be taken into account the strong leaning of the Court to execute specifically all contracts relating to land; but, at the same time, it should not be forgotten, that, in this case, the principal item in the contract was the goodwill of a business. So far his Honour was in favour of the plaintiff; but he refused the decree asked, on the ground that the fixtures, &c., were to be taken at a valuation, for which no time was named. There is no doubt that the Court always refuses to execute a contract containing stipulations which cannot be carried out; but it is difficult to understand how the agreement to take the fixtures, &c., at a valuation—even though no time for making the valuation was named—could bring the case within this rule. *Parker* v. *Whitby* (Tur. & Russ. 366), *Dakin* v. *Cope*, *supra* (and see observations of the Lord Chancellor in *Meynell* v. *Surtees*, 3 W. R. 540), and other cases, are authorities to show that the Court does not always require the valuation to be completed before a decree can be made for specific performance; and that being so, there does not appear to have been any peculiar difficulty as to the valuation in this case which could distinguish it upon that ground. There is no doubt, however, that *Milnes* v. *Gery* (14 Ves. 400), and other decisions of Lord *Eldon*, are to the effect that the Court will not execute an agreement for sale according to a valuation which has not been made. Upon the whole, it must be confessed, that the present state of the authorities on this subject is anything but satisfactory.

PRACTICE—INFANT HEIR-AT-LAW.

Lamb v. *Lamb*, 5 W. R. 772.

In this case an order was made for an infant heir-at-law to elect to take under a will—the election having the sanction of the Court—without referring the matter to chambers.

Cases at Common Law specially Interesting to Attorneys.

ATTORNEY AND CLIENT—RESPONSIBILITY OF LATTER FOR ACTS OF FORMER.

Collett v. *Foster*, 5 W. R., Exch., 790.

This was an action brought for an arrest and false imprisonment, under the following circumstances:—The defendant had instructed her attorney to take proceedings to enforce a warrant

of attorney which had been given to her by the plaintiff. The warrant was to confess a judgment for £60; but at a time when the sum due under it had been reduced by various payments below £20, a writ of *ca. sa.* indorsed for a debt of £21 was issued, and under that writ the plaintiff was arrested. After a few days' imprisonment, he was discharged by a judge's order, under the 57th section of 7 & 8 Vict. c. 96, which enacts that no person shall be taken or charged in execution upon any judgment in any action for the recovery of any debt wherein "the sum recovered" shall not exceed £20 exclusive of the costs recovered by such judgment. It was argued at the trial for the defendant, that, as the writ was one which, under the circumstances, could not lawfully be issued, the defendant could not be held to have authorised her attorney to issue it; but *Martin*, B. (who tried the cause), held, that, as the warrant had been handed over by the defendant to the attorney, with general instructions to enforce it, the client was responsible for what was done in the course of that employment, and the jury returned a verdict for the plaintiff, with £50 damages. A rule *nisi* was obtained for a new trial, on the ground of misdirection, and that the damages were excessive. As to the damages, they were reduced by consent to £30, but as to the other ground, the rule for a new trial was discharged. It was said by the Chief Baron, that the liability of a client for the acts of his attorney, retained by him to conduct a suit, differed, to some extent, from the ordinary liability of a principal for the acts of his agent, it having been "long an established rule" that the client is responsible for what the attorney does in the conduct of the suit. *Watson*, B., agreed, and added, that, if the attorney went beyond his duty, the client had his remedy against *him*; but *Bramwell*, B., concurred, "with some misgivings." He found a difficulty in seeing how the defendant could be made responsible for an act she probably did not authorise to be done in any way, inasmuch as she could not herself have issued the writ.

The decision on which the defendant chiefly relied in the above case was that of *Freeman* v. *Rosher* (13 Q. B. 780), in which the Queen's Bench certainly laid it down, that a principal is not responsible for a *trespass* by an agent unless he gave a prior authority or subsequent assent. The Court added, however, that, where the principal is responsible for damages arising from the want of skill or mistake of the agent in the course of the performance of his employment, the principal is not responsible in trespass, but in case; "and the form of action involves an interest of some importance, as the measure of damages in an action on the case would be confined to an indemnity." In the present case, the damages having been reduced, this decision may perhaps be more satisfactorily disposed of in this manner than as suggested by the Chief Baron; for, though it arose out of a case in which the act complained of had been committed by a broker in conducting a distress, and therefore, according to him, would not govern the liability of a client for the acts of his attorney, it may be doubted whether there is, in fact, any well-defined rule qualifying, with reference to the relationship of attorney and client, the ordinary rules of law as to principal and agent.

It deserves remark, that, in a recent instance, some of the judges of the Common Pleas entertained doubt whether the above provision of 7 & 8 Vict. c. 96, was applicable, so as to render an arrest irregular where a defendant was taken on a warrant to confess a judgment above £20, though the debt actually due had been reduced below that sum by instalments of payment. They seemed to hold that the "sum recovered" by the judgment was the whole sum for which confession of judgment was allowed—such sum standing as security for all instalments yet unpaid. This was the case of *Johnson* v. *Harris* (15 C. B. 357). It may also be observed that the *ca. sa.* issued by the defendant, inasmuch as it pursued the judgment, was not (as appears from *Blew* v. *Steinau*, 11 Exch. 440) a nullity, but irregular only.

Discovery of Defendant's Title in Ejectment.

Horton v. *Bott*, 5 W. R., Exch., 792.

By this case it has been conclusively determined that a plaintiff in ejectment is not entitled to a discovery of the defendant's title; a doctrine on which the case of *Flitcroft* v. *Fletcher* * (11 Exch. 543)—in which the Exchequer had decided differently—had thrown some doubts. In arriving at this amended decision, the Court of Exchequer intimated that they adhered to the opinion that the discovery allowed by the Common Law Procedure Act, 1854, must be such a discovery as would be allowed according to the rules existing in courts of equity. But on a fresh examination of the passage in "Wigram on Discovery," and the cases in equity bearing on that subject, on which they had allowed interrogatories with a view to discover the title in *Flitcroft* v. *Fletcher*, they arrived at a contrary conclusion from what they did before. In explanation of this, Mr. Baron *Bramwell*, in delivering the judgment of the Court, says, "We may be permitted to say, that owing, perhaps, to our want of familiarity with the subject of equitable discovery, the remark of Lord *Abinger*, in *Bellwood* v. *Wetherell* (1 Y. & C. 211), seems well founded: 'Upon looking at the cases, some of them appear extremely embarrassed and contradictory, and no steady principle is adopted in them.'"

The case of *Flitcroft* v. *Fletcher* stood in collision with that of *Moor* v. *Roberts* * (5 W. R. 693), in the Common Pleas, and with *Edwards* v. *Wakefield* † (6 Ell. & Bl. 462), in the Queen's Bench. Now, however, that it has been virtually overruled, the three Courts may be considered as in harmony on the point.

Life Insurance—Effect of Fraud.

Wheelton v *Hardisty*, 5 W. R., Q. B., 784.

This was one of the actions arising out of the policies effected on the life of the late Mr. Jodrell. It was brought on behalf of a reversionary interest company, who had effected an insurance with a life assurance association on this life; and by the pleadings (which imputed fraud to the plaintiffs) the question arose as to how far a person effecting a *bonâ fide* insurance on a life in which he has the requisite interest is responsible for the fraud (unknown to him) of the party whose life is to be insured, or that of his referees. And it was, among other things, established, that, where the insurer is, in negotiating the insurance, required only to state his belief in the information furnished, and where the truth of that information is not made the basis of the contract, no fraud on the part of the insurer attaches to the policy; for that the parties furnishing the fraudulent information are not, under such circumstances, the agents of the insurer. The defendants in this action succeeded, however, substantially; because they were held to be bound by a prospectus circulated by the company among its customers, stating that every insurance should be held unquestionable *unless* fraud were practised in obtaining it; and it was held by the majority of the Court, that this exception included fraud on the part of the life and his referees, as well as of the party effecting the insurance himself.

Attorney and Client—Discharge of Agent by payment over.

Symonds v. *Atkinson*, 1 H. & N. 146.

In this case it appeared that a bill of exchange, drawn by B. & Co., and accepted by A. & Co., had been indorsed to the plaintiffs, and discounted by them for B. & Co. Before the bill became due, A. & Co. stopped payment, and ultimately agreed with their creditors to pay a composition by promissory notes, at various dates, payable to B.'s order, and indorsed by him in all cases in which his name was on the original bills. B. & Co. were unable to take up the bill when it became due. On the day appointed for the payment of a dividend on their composition by A. & Co., B. was intrusted by the plaintiffs with the bill of exchange above mentioned, in order to enable him to fetch the dividend due in respect thereof, and for no other purpose. With this bill in his possession, B. went to his attorney (the defendant in the present action) and obtained from him, on security of the bill, and in anticipation of the dividend about to be paid by A. & Co., the sum of £200, asserting that he had satisfied the plaintiffs their interest on the bill; and the defendant accordingly received the dividend. An action was now brought against him by the plaintiffs to recover either the bill or the money he had received.

It was argued, on the part of the plaintiffs, that the bill had been intrusted to B. for a particular purpose; and that, in violation of his trust, he pledged it to his attorney; but that he could give him no title to receive the dividend, for the property in the bill was never out of the plaintiffs. The defendant had assumed to treat the bill as his own property; had received through it payment of the dividend; and, though he had credited B. with the proceeds as against the £200 he had advanced, this made no difference as to his liability. The Court, however, without hearing the other side, held, that all the defendant did was done by him in a ministerial capacity, as B.'s attorney and agent. He had no means of knowing that B. was not the real owner of the bill. He advanced money upon it; and he was justified in doing so, because the bill (overdue) was in the hands

* See this case noticed *sup.* pp. 382, 623.

* See a notice of this case *sup.* p. 623.
† See a notice of this case *sup.* p. 382.

of the drawer, who had an apparent right to it. The defendant had a right to stop a portion of the money he received on the bill to repay the advance which had been made by him.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

Summary of Proceedings of the Council.

May and June, 1857.

The subjects which have been under the consideration of the Council of the Incorporated Law Society since our last report (p. 460) have embraced, among others, the following matters:—

The Council received a communication from the Attorney-General relating to the proposed concentration of new courts and offices in the neighbourhood of the Inns of Court, and requesting plans and statements to be sent for the information of the Government. Plans, estimates, and statements were accordingly transmitted.

Letters were received from several provincial law societies, with suggestions relating to the proposed alterations in the circuits of the judges, and the terms and sittings; and these suggestions were submitted by the Council to the Common Law Judicial Business Commissioners. The Council also took into consideration the question of the number of judges requisite for the despatch of business in Term and the *Nisi Prius* Sittings, and on the several circuits, and communicated their opinion to the Commissioners. The Council also suggested several improvements in practice at the Judges' Chambers.

Communications were received from the Under-Secretary of State for the Colonies relating to the Bill for the admission of colonial solicitors in the superior courts of England, upon which the Council repeated their suggestion—that such solicitors should be required to pay the same stamp duty as English solicitors, and to undergo a similar examination. The Secretary of the Society was instructed to attend the Under-Secretary of the Colonies and the Chairman and Solicitor of Inland Revenue with the proposed amendment; and he reported that he had done so, and had also attended an appointment at the Treasury, when the amendment was adopted.

The Judgments Execution Bill was considered, and the Council having resolved to support it, subject to further amendments, the President was requested to communicate with Sir F. Thesiger thereon.

The Probate and Administration Bill was referred to the Parliamentary Committee, who suggested material amendments, which were approved by the Council, and submitted to the Attorney-General and several other members of Parliament.

The following Bills were also considered:—Joint-Stock Companies, Fraudulent Trustees, Married Women's Reversionary Interests, Leases and Sales of Settled Estates.

The Council having received complaints of delays in the transaction of business at several of the Chancery offices, the subject was referred to the Equity Committee of the Council, with power to call in the aid of other members of the Society, of which the Committee largely availed themselves, and were favoured by the attendance of several experienced and able members of the Society; and, after numerous meetings, they prepared a Report, which was carefully considered by the Council, approved, and transmitted to the Lord Chancellor.

A communication was received from the Metropolitan and Provincial Law Association on a proposed new scale of costs on criminal prosecutions; and the Secretary having obtained copies of the several scales proposed by the Treasury as applicable to proceedings both at the assizes and quarter sessions, a letter was written to the Lords of the Treasury upon the subject; and in answer the council were referred to the gentlemen who had been commissioned by the Treasury to consider and report upon the matter.

Several questions of professional usage on conveyancing matters were taken into consideration; amongst others, as to the costs of a release and indemnity where the original deed had been lost; the costs of a contract of sale, and its preparation by the vendor's solicitor; the settlement of an action between the parties and the plaintiff's attorney, in the absence of the defendant's attorney; retaining fees on elections for members of Parliament.

The attention of the Council was called to a decision on the trial of an action against one of the members of the Society, which appeared to increase the liability of attorneys to a serious extent; and the Secretary was directed to obtain the shorthand writer's notes of the case, and to make inquiries on the subject of an intended application for a new trial. It was afterwards reported that a rule for a new trial had been granted.

The Secretary reported that the rules for striking two attorneys off the Roll had been made absolute by the Court of Queen's Bench; and directions were given to apply for the removal of the names from the rolls of the other courts of law and equity.

Several applications for the renewal of the annual certificate of attorneys, with the affidavits and testimonials in support, were considered. In one of these cases the Council successfully opposed the renewal, at the instance of the Newcastle Law Society.

In another case which had been referred to one of the Masters, the Court, on a special application, enlarged the terms of the rule, authorised the examination of witnesses *viva voce*, and directed the applicant to produce his account books, papers, and writings before the Master.

An application having been made to renew the certificate of an attorney who had been remanded by the Insolvent Debtors' Court for several breaches of trust, counsel was instructed to oppose the renewal. Cause was shown in the first instance, and the rule was refused.

The Examiners' Report of Trinity Term was received, recommending two candidates to the Council as deserving of prizes—namely, Mr. Edward Balden, of Birmingham; and Mr. Walter Browne, of Lenton; and three as deserving of certificates of merit. The books proposed by the several candidates having been approved, were presented by the Council, and certificates of merit granted to the others—namely, Mr. Joshua Fallows, jun., of Piccadilly; Mr. Wm. Stewart Forster, of Lewisham; and Mr. Wm. Henry Randles, of Ellesmere.

A letter was received from Mr. Arden, the principal, of Clifford's-inn, communicating the resolution of that Society to grant a prize of 20 guineas annually, to be appropriated by the Council in prizes for the candidates who should pass a superior examination.

Several questions were considered relating to the due service of articles of clerkship under the provisions of the 6 & 7 Vict. c. 73, s. 12.

Measures for the improvement of legal education and a proposed college of attorneys, having been noticed at the Annual General Meeting of the Society, on the 23rd June, letters were written to all the Inns of Chancery, with copies of a former communication, and inviting their consideration of the subject.

It having been ascertained that the publications and indices printed under the directions of the Patent Law Commissioners, were given to some of the public libraries, application was made to obtain the same for this Society; the indices have accordingly been received, and the future publications will, from time to time, be given to the library.

Donations of numerous old law works, appeal cases, gazettes, &c., were received from Messrs. Few & Co.

Additional names of proposed Lecturers on common law and equity were received, and the day of election was appointed.

The requisitions made on the investigation of the title to the land in Chancery-lane, agreed to be sold to the Law Life Insurance Society, having been satisfactorily answered, the conveyance was received and approved, and the sale was completed on the 4th June.

In reference to the election of future members of the Council, it was resolved, that "it will be advantageous to the Society that a limited number of members resident and practising in the country be elected as members of the Council."

The following gentlemen have been recently proposed and approved as members of the Society:—

Gabriel Samuel Brandon, of 15, Essex-street, Strand.
Francis Norton, of 12, President-street West, Goswell-road.
Henry Webb, of 11, Argyll-street, Oxford-street.
Edward Hodges, of 4, Royal Exchange-buildings.
Henry William Willoughby, of 13, Clifford's-inn.
David Howell, of Machynlleth.

Twenty articled clerks were admitted as subscribers to the Library.

The following vote of thanks to the late President was unanimously passed by the Council, at their meeting, on the 25th June:—

"Resolved,—That the best thanks of the Council be presented to Edward White, Esq., for the able, zealous, and most efficient manner in which he has discharged the important duties of President of the Incorporated Law Society during his year of office.

"The Council especially recognise the benefit derived by the Society from his ability and discretion in the management of a difficult and important negotiation for the sale of the surplus land.

"They desire also to record their sense of his uniformly courteous, urbane, and considerate conduct on all occasions, both in and out of the chair, not only towards the members of the Council, but towards the profession generally, and all others with whom the duties of his office have brought him into communication."

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

The long vacation is now commencing in earnest, and judges and practitioners are, with few exceptions, betaking themselves to country retreats, or otherwise seeking relaxation after the labours of the legal year. The Lord Chancellor arrived at the end of his cause-list a fortnight since; and the Master of the Rolls, after finishing his own list, as also an additional list of hearings transferred to his court from that of the Chancellor, has been for a still longer period enjoying vacation. The Masters in Chancery are still sitting; but another reason, and a more potent one than that furnished by the state of their business, is found for this circumstance—by the Chancery Regulation Act, these functionaries are obliged to sit until the 10th of August, whether they have anything to do or not. The Incumbered Estates Commissioners have not yet risen, as their business has been unusually heavy; and the number of deeds of conveyance to purchasers, and the amounts paid out to claimants and incumbrancers, during the present month, have been, we believe, respectively greater than in any corresponding period in former years. The circuits are now nearly over, and many complaints are heard of the scanty lists of records that were to be tried, while the criminal business all over the country has been considerably less than ever.

Under these circumstances, as may be supposed, the topics of interest in legal circles are very few. The only one worth mentioning arose out of a judgment delivered by Master *Litton*, *In re The Irish Consols Mining Company*, and the Winding-up Acts, in which the proceedings of Mr. O'Dwyer, the first taxing-master in Chancery, had been such as to raise a question of jurisdiction, as well as to involve some personal matters. On taxing the costs of the official manager, incident to the winding up of this company, numerous items had been disallowed; and on the case again coming before the Master in Chancery to whom it had been referred, he had requested the taxing-master to certify the grounds on which such items had been disallowed. The reply was furnished in the shape of a voluminous certificate, in which (*inter alia*) the taxing-master contended that the Master in Chancery had no jurisdiction to review the taxation, inasmuch as the latter was a co-ordinate, and not a superior tribunal. The Master in Chancery, in now giving his judgment, said that the powers conferred on him by the Winding-up Acts, in respect to costs, were of the most extensive description, and he claimed, in this respect, a jurisdiction superior to that of the taxing officer; and after going through the items in question, and allowing some and disallowing others, he declared his intention of making an order for the payment of the further items so allowed (in addition to the amount certified by the taxing-master) in one month, unless in the meantime some person interested should give notice of appeal. In reference to some imputations of a personal character that had been made against the official manager and his counsel, the Master in Chancery said that above £10,000 had been brought in; and it was a singular fact, that, in no other case that he had been able to discover, either in England or in Ireland, had the creditors been paid in full; and that in this case all the creditors had received twenty shillings in the pound, while a considerable dividend was also paid to the contribntories—a result owing partly to the intelligence and skill of the official manager, but still more to the ability of the manager's counsel, whose fees formed a considerable part of the items which had been disallowed on taxation; and these circumstances had their weight in inducing him to reinstate those items, which he accordingly did, with an expression of regret, that, in a purely legal document like the taxing-master's certificate, any reflections upon the manager and his counsel had been inserted.

Mayo Assizes—The Election Riots.

One of the incidents connected with the Mayo election petition, and one that created some sensation at Westminster, was the ill-treatment received by John Gannon, one of the witnesses, on his return to Mayo, after having given evidence before the committee. Some of the persons concerned in this outrage were immediately tried on a charge of riot and assault, and were found guilty. In delivering sentence, the presiding judge (*Richards*, B.) read a severe lecture on the barbarity that had been exhibited towards a person who had merely discharged a public duty by giving evidence, and sentenced one of the prisoners to one year's imprisonment, with hard labour, and another (who was the ringleader on the occasion) to two years, with hard labour.

Immediately afterwards, his Lordship sentenced four other prisoners to three months' imprisonment for having carried away against their will two persons who were voters of the county of Mayo, and having detained them until the election was over. An Act of Parliament (he said) recently passed, 17 & 18 Vict. c. 10, s. 5, met this case, and declared such conduct to be unlawful, and a misdemeanor; and the excuse urged on behalf of the prisoners, that this was done in the heat and excitement of a contested election, was no excuse; for, if this were done, an election would not be the free choice of the electors, but would represent merely the physical force of the dominant party.

It must be admitted, that, at and after the recent Mayo election, very irregular modes of influencing the conduct of voters were resorted to by the "popular party;" the evidence given before the Committee fully establishes this, could any doubt exist as to it. On the other hand, we must, in fairness to unruly Connaught, admit, that, in the speedy conviction of the offenders, justice has been satisfied; and we must give due credit to the impartiality of the Castlebar juries, who have thus done their duty without fear or favour. Doubtless the determination of the Election Committee, combined with the judicial sentences on the rioters, will have a salutary effect on the public mind in Mayo; and we may expect to see future elections for that county uninfluenced by clerical intimidation, and unsullied by mob-violence.

EDINBURGH.—(*From our own Correspondent.*)

The last of the first division jury trials, which was to have been taken to-day, was compromised just in time to save the judge, though not the jury, the trouble of appearing in court. Such cases are of constant occurrence in Scotland; and it is not surprising that jurymen, brought often from a distance of fifteen or twenty miles, at considerable expense to themselves, should grumble when they are told that they are not required, and should be disposed to look upon trial by jury as a device for oppression, rather than as a bulwark of liberty.

It is difficult to explain all the reasons why jury cases should be so often compromised in Scotland, when they are ripe and set down for trial. Some of them are to be found, no doubt, in the dislike with which many in Scotland still regard this form of process, and in the desire which agents often show to avoid the anxiety and responsibility of proceedings which are very much out of the usual routine; but the chief cause arises from a very absurd rule of court, which prevents a party who may be successful from recovering the expense of any precognition of witnesses that may have been taken previously to the adjustment of the issues in the cause, the theory being, that the party ought to know all about his own case, and should not require to make any investigation; that the precognition is only required after the issues are adjusted, to enable counsel to select and examine the witnesses. The consequence is, that, when the pursuer's agent makes his precognition, with a view to trial, he often finds that the facts have been stated on the record in such a way as to give a wrong complexion to a case which may be substantially just and honest, and he is naturally unwilling to risk a trial, if he can make any reasonable terms.

The jury trials being now over, the judges have nothing to disturb their repose till September, when the circuits commence. There are three circuits—the north, south, and west; two judges go on each, and may be occupied for a fortnight or three weeks. The judges sit together generally; but when there is a press of business, which sometimes happens at Glasgow, they hold separate courts. There is very little civil business transacted on circuit.

Some little excitement was caused lately among the members of the College of Justice by the appearance of the Lord Advocate's Annuity Bill, which has for its object the provision of some substitute for the annuity tax, which is levied in Edinburgh for the support of the city clergy from the whole community, except the members of the College of Justice, who have been exempted for 200 or 300 years. The abolition of their privileges would greatly increase the value of property held by other parties in Edinburgh, and is, therefore, very much desired. The Bill is considered by many as the most shameless of all the Bills proposed for the abolition of this tax. It is matter of general regret that the Lord Advocate should have been found capable of aiding and abetting the Town Council in their dishonest desire of appropriating to other purposes

than the restoration, in the proper sense of the word, of Trinity College Church the money extracted from the North British Railway, under the authority of Parliament, for that sole use. Still more is it a matter of regret that his Lordship should have been found willing to destroy—when so many other means might have been first resorted to—the only fund which exists in Scotland out of which the Crown can offer rewards to distinguished clergymen of the Church of Scotland—viz. the revenues belonging to the Deans of the Chapel Royal, who are four in number, and who each receive about £400 a year out of these revenues. The members of the various legal bodies in Edinburgh would have witnessed with less sorrow a much greater infringement upon their special rights and privileges than his Lordship has ventured upon in the present Bill. Perhaps it was thought that the confiscation of the railway money, and of the revenues of the Chapel Royal, might be a sop which would induce the legal bodies to pay the tax for a few years as proposed, but there never was a greater mistake committed, and the suddenness with which the Bill has been withdrawn has proved that the error was soon discovered. The Lord Advocate has damaged his reputation more by this one measure than by all the other mistakes of his political life.

There is no legal news which can be of any interest. The whole of the ordinary inhabitants of the city seem to be abandoning it to the crowds of foreigners and strangers who are daily flocking into it, but who are not likely to furnish any news that can be interesting to the legal public.

Lord St. Leonards' Land Transfer Bill.

The following is the Bill brought forward by Lord St Leonards on the 21st ult. We reported in our last number the speech in which he introduced the measure. Although there is no probability of the Bill being passed, or even discussed this session, the reputation of its author induces us to place it before our readers. It recites, that it is expedient to simplify the title to real estate, in order to facilitate the transfer thereof upon sales, and proposes to enact:—

1. The time or event upon which executory devises may be well limited shall no longer be lives in being and twenty-one years afterwards as a term in gross; but, after lives in being, the term of twenty-one years, and the time for gestation, shall only be allowed as valid where they have relation to the birth and infancy of any issue to or in favour of whom the land shall be limited or given by the instrument creating such executory devises.

2. No entry, distress, or action shall be made or brought against any *bonâ fide* purchaser for valuable consideration, to recover any land or rent but within twenty-five years next after the actual conveyance of the land or rent to the purchaser, and the payment by him of the purchase-money; but this Act shall not, in any case, enlarge the time allowed for making or bringing an entry, distress, or action by an Act of the 3 & 4 Will. 4, intituled "An Act for the Limitation of Actions and Suits relating to Real Property, and for simplifying the Remedies for trying the Rights thereto:" provided that where any such purchaser at or before the execution of the conveyance to him, and the payment of the purchase-money, had express notice, or had reason to know that the estate or interest of the claimant existed or might become available, this Act shall not afford such a purchaser any bar to the claim, but his defence shall remain as it would have stood if this provision had not been inserted in this Act.

3. No judgment, statute, or recognisance, whether in favour of any person, or of her Majesty, her heirs or successors, nor any liability, charge, or lien of or upon any lands, in respect of any debt which shall be found due to her Majesty, her heirs or successors, by any inquisition, or in respect of any obligation or specialty to her Majesty, her heirs or successors, or in respect of any acceptance of office, whereof there is no execution or extent served and executed upon the land before such time as the same shall have been conveyed to a *bonâ fide* purchaser for valuable consideration, shall bind such lands, or be executed against such purchaser, his heirs or assigns, notwithstanding any notice to any such purchaser of any such judgment, statute, or recognisance, charge or lien, obligation or specialty, or acceptance of office.

4. No *lis pendens* shall bind a purchaser for valuable consideration unless he shall have express notice of it before the execution of the conveyance to him, and the payment of the purchase-money by him.

5. No *bonâ fide* purchaser for valuable consideration shall be bound in any case by any other than express notice of any charge, or any other act, matter, or thing, affecting the title to the property purchased.

6. So much of the Act of the 16 & 17 Vict., intituled "The Succession Duty Act, 1853," as charges an estate in the hands of a *bonâ fide* purchaser for valuable consideration with the duty imposed by the Act, or that renders him liable to pay the same, or to see to the payment thereof, is hereby repealed; and no such purchaser, or the property purchased by him, shall be liable to such duty, nor shall he be bound to see that the same is paid.

7. The *bonâ fide* payment to and the receipt of any person to whom any money shall be payable upon any express or implied trust, or for any limited purpose, or of the survivor or survivors of two or more mortgagees or holders, or the executors or administrators of such survivor, shall effectually discharge the person paying the same from seeing to the application or being answerable for the misapplication thereof, unless the contrary shall be expressly declared by the instrument creating the trust or security.

8. No seller of land shall be bound to produce a title with a root extending beyond forty years, unless required to do so by the contract for sale, or unless the court shall be of opinion that there is reason to suppose that some settlement or will prior to that period may have been executed which might prejudicially affect the purchaser's title.

9. Any seller, or his solicitor, or agent, wilfully concealing any incumbrance from a purchaser, or falsifying any pedigree upon which the title does or may depend, in order to induce him to accept the title offered or produced to him, shall be guilty of a misdemeanor, and being found guilty shall be liable, at the discretion of the court, to suffer such punishment, by fine or imprisonment, or by both, as the court shall award, and shall also be liable to an action for damages at the suit of the purchaser, or those claiming under him, for any loss sustained by him or them in consequence of the incumbrance so concealed, or of any claim made by any person under such pedigree, but whose right was concealed by the falsification of such pedigree; and in estimating such damages, where the estate shall be recovered from such purchaser or from those claiming under him, regard shall be had to any expenditure by him or them in improvements on the land.

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, July 27.

The Succession Duty.

Lord Redesdale, in presenting a petition from Mr. Damer, complaining of the interpretation put upon the Succession Duty Act by the controller of legacy duties in regard to settlements made before the passing of that Act, said that the working of the present Act was, in many cases, productive of great hardship. By the Act imposing succession duties, those duties were fixed at 1 per cent. in the case of a son, 5 per cent. in the case of a collateral relation, and 10 per cent. in the case of a stranger. It happened, however, in practice, that the authorities at Somerset House ruled, that when a son took property after his father, in accordance with a previous settlement, the duty which he had to pay was not 1 per cent., but the per-centage which would be due had he taken the property at once without the intervention of the father. Lady Caroline Damer had devised an estate to Col. Damer for life, with remainder to the first and other sons in tail. Col. Damer had, by a disentailing deed executed before the Succession Duties Bill came into operation, barred the entail. It had been held that the son of Col. Damer was liable to pay a higher duty than 1 per cent. This decision appeared to him to be unjust, because it seemed clear that where a new title had been created, it was upon that that the duty ought to be levied. It appeared to him that the whole question was one which required revision, or at least that the Act itself should be made clear and intelligible, instead of being left, as it was, intricate and confused.

Earl Granville said, that most of the points which had been taken by Lord Redesdale were raised during the discussion of the Bill. As for the measure being too harsh, he might remind their Lordships, that, although Mr. Gladstone had calculated the income that would be derived from it at £2,000,000 a year, and although some of their Lordships had expressed their apprehension that it would prove a burden upon property, in some

cases amounting almost to confiscation, the sum really obtained from it had not yet exceeded a fourth of the expected amount. If he was not mistaken, there was in the Act a clause which exactly met Mr. Damer's case, and provided that a disentail should not avoid the payment of the duty. As to the amount of litigation to which this Act had led, he had found that only three cases had been tried under it; that in all these the decisions had been in favour of the Government, and that no attempt had been made to reverse those judgments.

After a few observations from the Earl of Derby and from the Lord Chancellor, the petition was ordered to lie upon the table.

Tuesday, July 28.

Fraudulent Trustees Bill.

The Lord Chancellor, in moving the second reading of this Bill, said it was intended to remedy a very serious defect in the existing system of law. That system having been handed down, not as a written code, but by tradition, contained many incidents appropriate to a rude state of society when personal property was confined to chattels; but totally inapplicable to the present day, when the condition of property was so different, and involved such complicated relations, especially in regard to trust property. In the case of trust property, the trustee was the legal owner, and, therefore, if he misappropriated it, he could not be punished, as the law recognised it as his property, not the property of the beneficial owner. Every one admitted that this was a technical rule which required to be remedied, and that was done by the 1st clause of the Bill. He believed there was no objection to the principle of the measure, but there were some objections of a technical nature to the details. The first was as to the difficulty of defining what shall constitute a person a trustee. That, however, was met by the interpretation clause, which provided that a trustee shall include an executor, administrator, or assignee in bankruptcy or insolvency. The next clause to which objection was taken was one which had been introduced while the Bill was passing through the other House, and which, in his opinion, would require great consideration and amendment; and some of their Lordships were desirous to strike it out altogether. The clause in question was the 12th, which enacted that no prosecution under the Act should be instituted without the sanction of a judge of one of the superior courts of common law or of the Court of Chancery, or the Attorney-General. He objected to the provision requiring the assent of a judge; and when the Bill was in committee, he would propose to strike out that part of the clause. He would still make it necessary to obtain the sanction of the Attorney-General, as was now done in revenue and some other prosecutions. By that means they would secure trustees who had acted honestly from being annoyed by disappointed *cestui que trusts*. The 2nd clause of the Bill rendered merchants, bankers, and brokers criminally liable for the misappropriation of property intrusted to them. They were so at present, if there was a written direction as to its disposal; but there was no reason for such restriction of the liability, and the Bill extended it to all property intrusted to them. Another clause removed an anomaly which few but lawyers would believe to exist in the law. If a parcel was given to a carrier to be carried to a distance, and he stole it, he was not guilty of any misdemeanor, as the law considered him a bailee, and there was no "asportavit;" but if he broke it open, and took a portion of the contents, he was guilty of larceny. The Bill did away with the absurd distinction. The next clause related to directors and officers of public companies. They had seen of late several instances of disastrous evils produced by the misconduct of these officials, and it was now proposed to render them criminally liable for the misappropriation of the property intrusted to them, or for the publication of false accounts, a practice sometimes adopted in order to lull the shareholders into security. These were the principal clauses of the Bill, and he did not anticipate there would be any objection to the second reading.

Lord St. Leonards did not oppose the Bill. He approved of a great portion of it, although he lamented the necessity for the introduction of such a measure. He feared that if it passed it would greatly increase the difficulty of obtaining trustees, for no man would like to undertake the office with the chance of six years' penal servitude hanging over his head; and he was very much inclined to think that trustees who had meant to act honestly had suffered as much from the misconduct of the *cestui que trusts*, as parties beneficially entitled had from the wrongful acts of their trustees. It would be necessary to take great care in defining what persons should come within the Act. The interpretation clause to which the Lord Chancellor had referred did not meet the difficulty; it merely declared that the heirs and personal representatives of trustees, executors, administrators, and assignees should be held to be trustees. He himself had a Bill on the table to relieve trustees who acted honestly from the results of the breaches of trust of which they might be guilty, and he considered they required relief quite as much as the *cestui que trusts*. In consequence of the difficulty of obtaining private trustees, the South Sea Company had proposed to establish themselves as a corporation for that purpose; but their Bill had, he was glad to say, with his assistance, been defeated. He now understood, however, that some parties had availed themselves of the Limited Liability Act to establish such a company. He entirely objected to the principle of such a company; it would greatly increase the expense to parties. At present a trustee was not and ought not to be paid; it would be impossible properly to estimate the remuneration to which he would be entitled. He strongly objected to the clause which required the sanction of a judge previous to commencing a prosecution: such a case would always go to a jury with a strong prejudice in favour of the judge's fiat.

Lord Brougham said, that, on his suggestion, the Law Amendment Society had appointed a committee to inquire into this subject, and they came to the conclusion that frauds by trustees, quasi-trustees, and executors were much more numerous than could have been supposed. It was also found that these frauds were chiefly committed by persons in moderate circumstances—for this obvious reason, that persons in affluent circumstances could always have the advice of an attorney to direct them. It was also found that there were numerous cases where poor men were compelled to sue trustees or executors for small sums of £400 or £500, which they had appropriated. He had heard of an instance of a gentleman of eminence in the legal profession who had spent the whole of the trust property confided to his charge, died insolvent, and left his wards on the parish. Still worse, he had heard of a judge who had done the same thing. It was desirable that the Courts of Chancery should have the power, where it was proved that a trustee had speculated with trust funds and gained a profit, of compelling him to restore those profits.

Lord Wensleydale did not rise to oppose the second reading, considering the measure well entitled to their Lordships' attention. It had been much improved since it was first introduced in the Commons; and he hoped that further amendments would be introduced by their Lordships. He did not think it desirable to require the sanction of a judge or of the Attorney-General before a prosecution was instituted. In revenue or political prosecutions the sanction of the Attorney-General was required, also in prosecutions for violations of the laws relating to the press; but no such sanction was required in any other Act of this nature.

The Bill was then read a second time.

Trustees' Relief Bill.

On the motion of Lord St. Leonards, this Bill was read a second time.

The Lord Chancellor gave it a general approval, but said that he should propose amendments in committee.

The Business of the House.

On the motion of Lord Redesdale, the following resolutions were agreed to:—

"That this House will not read any Bill a second time after Friday, the 7th day of August, except Bills of Aid or Supply, or any Bill in relation to which the House shall have resolved, before the second reading is moved, that the circumstances which render legislation on the subject of the same expedient are either of such recent occurrence or real urgency as to render the immediate consideration of the same necessary.

"That on Friday, the 7th day of August next, the Bills which are entered for consideration on the minutes of the day shall have the same precedence which Bills have on Tuesdays and Thursdays."

HOUSE OF COMMONS.

Friday, July 24.

Divorce and Matrimonial Causes Bill.

Upon the order for the second reading of this Bill being read, Mr. Henley moved that it be read that day month. The House would recollect, that, as the law at present stood, persons who required a dissolution of marriage were obliged to go through three distinct operations—one in the eccle

siastical court, a second in a court of common law, and the third in the House of Lords, by way of privilege. Such being the state of the law, the Government, in 1853, issued a commission to inquire into the present state of the law of divorce *à vinculo matrimonii*. The Commissioners met, and agreed to resolutions. In the following year a Bill was brought into the House of Lords, and passed. Nothing, however, came of it, and so the matter rested until this year, when the present Bill was introduced, and passed through the House of Lords. With the view of showing how impressions had varied on the subject, he would proceed to contrast the recommendations of the Commissioners and the two Bills which had been agreed to by the other House with each other. In the first place, the report of the Commissioners recommended as a tribunal for the consideration of matrimonial causes a court consisting of three permanent judges. In 1854 it was proposed to throw this matter upon the Court of Chancery. The present Bill proposed the creation of a new court, consisting of the Lord Chancellor, the two Lord Chief Justices, and the Lord Chief Baron, and the judge of the Court of Probate, of whom three were to be a quorum. With regard to the subject of appeal, the Commissioners recommended a general appeal to the House of Lords. In the measure of 1854, the appeal was to be similar to the appeals from the Court of Chancery, and therefore with an ultimate appeal to the Lords. At present it was proposed that there should be no appeal on questions of fact, but upon questions of law an appeal was given to the House of Lords. Again, the Commissioners, after considerable deliberation, came to the conclusion that questions of fact should be left to the judges, and that a jury should not be summoned. In 1854, the House of Lords was still of opinion that there should be no jury. When the present Bill was first brought forward, there was to be a jury—not of right in every case, but only where, in the discretion of the judge, it was thought fit to summon one. During the discussion of the subject the mind of the House underwent a change; and as the Bill came down, it gave a jury as a matter of right. The Bill dealt not only with divorce *à vinculo matrimonii*, but also with what it called judicial separation—a state of things better described as divorce *à mensâ et thoro*. The Commissioners thought that divorce *à mensâ et thoro* should follow gross cruelty, conjugal infidelity, and wilful desertion, the latter also being provided for in the alternative by a decree for alimony. In 1854, desertion for three years was made one of the grounds of this divorce. Then came the Bill of this year, which fixed the period of desertion at two years. The Bill of 1857 also contained a very curious provision, giving the wife, upon desertion by the husband for twelve months, the right to her earnings as against him and his creditors. This right was to be secured by the decision of one magistrate, from whom an appeal would lie to two. Both the Bills—that of 1857 as well as that of 1854—fixed the ground of divorce *à vinculo*, if applied for by the husband, upon adultery only. With regard to the wife, the Commissioners recommended that this species of divorce should be granted to the wife in cases of "aggravated enormity"—a phrase which they explained as including incest and bigamy. The measure of 1854, increased the grounds of divorce, so it included incestuous adultery and unnatural offences, or attempts to commit them, while it omitted bigamy. The measure of 1857 gave the right of divorce to the woman in the following cases:—1st. Incestuous adultery; 2. Bigamy; 3. Adultery, with gross cruelty; and 4. Adultery, with desertion for two years. Here were most important variations. He must also refer to the subject of remarriage. Conscious of the difficulty by which this point was surrounded, the Commissioners gave no opinion whatever upon it. The Bill, however, as it finally came down, proposed that the parties should be allowed to marry again. With respect to the action of *crim. con.* as the present Bill came down, the action was abolished, but in getting at this result great uncertainty of purpose had been exhibited. At first the action was to be retained, but it was to be brought after instead of before the divorce; then it was proposed to make criminal conversation a misdemeanor; ultimately a fine was proposed and the action abolished. Now there were but few cases coming within the scope of this Bill. Taking the average of the years from 1834 to the present time, he found that the number of cases of divorce *à vinculo* averaged only about three per annum. He could get no information as to the present average of suits for divorce *à mensâ et thoro*; but by the Report published in 1832 he found that the whole number of causes in all the courts of England for 1827, '28, '29, was 101, and of that number there were sixteen in the Arches Court of London, and forty-two in the Consistory Court; that was to say fifty-eight altogether in London, and forty-three in the country; so that by the Bill two-fifths of the jurisdiction would be swept away, and no remedy provided for the people.

The House divided, and the numbers were—For the postponement, 130; against it, 217: majority, 87.

Monday, July 27.

MUNICIPAL CORPORATIONS BILL.

This Bill was read a third time and passed.

Thursday, July 30.

PUBLIC BUSINESS.

Lord PALMERSTON, in reply to a question put by Mr. HADFIELD as to the intention of the Government with respect to certain Bills before the House, said, with respect to the Probate and Divorce Bills, her Majesty's Government considered those measures of great importance, and inasmuch as they had been before Parliament now for some time, he trusted that the House would give time and attention to those measures, so that they might be disposed of during the present session. There were eight Bills which had come down from the House of Lords limited to the consolidation of existing laws. If this House would follow the example of the House of Lords, and adopt those Bills on the faith of the integrity of the Commission having made a mere consolidation of existing law, then they would have made a great step towards the object of that Commission, and the Bills would form the basis for future steps in that direction. But if the House proceeded to discuss the measures clause by clause in committee, it would be seen at once that the task would be endless, and all attempts at consolidation would be useless.

Mr. HARDY did not know whether the statement which the noble Lord made with respect to the so-called consolidation Bills being purely consolidatory in their character, was made from his own knowledge. He reminded the House that the Bills which were said to be mere consolidations, which were laid upon the table of the Lords last year, really went further, and altered the law in some particulars. On the other hand, if they were amending as well as consolidating Bills, he did not see how the House could abdicate its proper function of duly considering their provisions.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The ATTORNEY-GENERAL, in rising to move the second reading of the Bill, said that the Bill, in fact, only embodied long established rules. It was intended to give to these rules a distinct place in the law, to remove the inconveniences attending the present practice—but the law would remain what it was now, what it had for the last two centuries been understood to be. He would attempt to show this by sketching briefly the history of the existing law. Anterior to the Reformation, the doctrine of the indissolubility of marriage prevailed. The whole subject of marriage and divorce was under the jurisdiction of the ecclesiastical courts. When the Reformation came, new views were taken of the question; the doctrine that marriage was a sacrament was no longer the teaching of the Church. In the time of Henry VIII. and Edward VI. statutes were passed delegating to well-chosen Commissions the task of reforming the law in this particular. The result of the inquiry was a report, that marriage should be dissolved for two or three causes, amongst which the chief was adultery. But if the Reformation was faulty at all, it was in reference to the ecclesiastical tribunals. Those ecclesiastical tribunals, instead of being regarded as royal courts, deriving their authority from the Crown, and administering the common law of the land, were permitted to retain their ecclesiastical character. The result was, that for a considerable period—probably for a century after the Reformation—marriage was dissoluble by the sentence of the ecclesiastical courts on the ground of adultery. But about the commencement of the seventeenth century, the old law was restored by a decision of the Court of Star Chamber, denying the right of the ecclesiastical courts to grant divorce *à vinculo*. The result was, that the ancient imperfect jurisdiction of the ecclesiastical courts alone remained; and no other tribunal was provided with power to sever the tie of marriage. The matter continued in this state—some slight interruption at the time of the Commonwealth excepted—until Parliament came to the relief of the law, and of the necessities of the country, by establishing that system of divorce which has since been administered through the medium of a legislative assembly, upon grounds, however, purely judicial. It was an undoubted fact, therefore, that, from the time of the Reformation

until now, the necessity of having a change in the purely ecclesiastical law, and the necessity of introducing the principle that marriage should be dissoluble for adultery, had been recognised by the Legislature, and, for a considerable period, by the ecclesiastical tribunals. It was impossible to continue, after the Reformation, a system which was directly at variance with the exigencies of human nature. Previously to the Reformation, the strictness of the law had led to that which all unduly strict laws did lead to, the invention of various fictions by which its letter could be got over. But, after the Reformation, these were unavailing, and the fact was that after the decision of the Star Chamber, there was greater difficulty than ever in obtaining a divorce *à vinculo matrimonii*. This state of things was ended in the manner he had already stated, and, in course of time, the interference of Parliament became a matter of course; its practice became settled, its rules known, the ground of its decisions collected and arranged; and thus, though in name legislative, the remedy was as purely judicial in reality as any remedy afforded by an ordinary court of justice. In the course of the jurisdiction exercised by the House of Lords, and after them by the House of Commons, certain exceptions had been established to the general principle that marriage was dissoluble for adultery, and the rule of law might be thus simply stated:—An injured husband who established a case against his wife was entitled to a divorce, unless it could be proved that he had been guilty of collusion or of connivance, unless he was open to recrimination, and had been guilty of acts which would entitle the wife to be separated from him by a decree of the ecclesiastical court. That rule had been established as to the right of the husband to obtain a divorce, but the House of Lords had imposed certain conditions upon applicants. A husband must first prove adultery in the ecclesiastical court, and obtain therefrom a sentence of divorce *à mensâ et thoro*; and he must, in the second place, bring and recover damages in an action of *crim. con.*, and he had then to prove the adultery a third time before the House of Lords. These requisites complied with, the husband in the case of his wife's adultery was entitled to a divorce *à vinculo*. With regard to the wife, the rule was fixed that the simple ground of adultery of the husband did not entitle her to a divorce; but by four distinct precedents it was well established that divorce should be granted upon the wife's application where the adultery on the part of the husband was incestuous, where he had committed bigamy, or where such aggravated circumstances had occurred as rendered it impossible for the parties again to come together. Beyond this—with one exception, viz. the case of adultery attended with malicious desertion by the husband—the Bill before the House did not propose to go. Thus, so far as the Bill was concerned, no material change in the law would be made—the mode of procedure alone would be altered. In lieu of trying the question of adultery in three different courts, and once in the absence of the wife, by the abominable action of *crim. con.*, the whole matter would at once be disposed of before a court competent to decide in a suit in which the injured person would be plaintiff, and the wife and the adulterer defendants. He came next to a topic which was a fruitful source of difficulty and vexation. He meant the intermarriage of the guilty parties, and also whether clergymen of the Church of England should be compelled to celebrate such marriage. The Church of England was bound to obey the law; and he could not conceive a more dangerous doctrine than that the individual scruples of clergymen should be set up in opposition to the law. He would now call attention to one point connected with the procedure. He had stated that the action for *crim. con.* was to be entirely abolished. In one section of the Bill it was provided that the new court, in pronouncing for a divorce, should have the power to impose a fine on the adulterer, but no power was given as to its application. If that section were preserved, it might be worthy of consideration whether the fine might not be made the means of imposing a penalty, and giving a compensation to the husband. In the new tribunal, the primary business would be conducted by the ordinary judge, but the more vital points would be brought before the full court, consisting of the Lord Chancellor and two of the chiefs of the common law courts. Passing to the other matters embodied in the Bill, he thought that a great improvement in the law would be effected by enacting that the proceeding hitherto confined to the Ecclesiastical Courts, viz. the sentence of divorce *á mensâ et thoro*, improperly called divorce (but which was really no more than a sentence regulating the terms of separation in cases where for some cause or other it was not proper for the husband and wife to continue to live together), that this sentence of so-called divorce should be converted into a sentence of judicial separation. Divorce *á mensâ et thoro* was imperfect and insufficient for its own purposes. The wife was still entitled to dower and the husband to the property of the wife, and many cases of great barbarity had occurred, consequent upon the husband exercising his power, and seizing upon the hard-earned gains of the wife's industry to dissipate them in extravagance and immorality. Such were the material features of the Bill, to which, in moving the second reading, he thought it necessary to direct attention.

Sis W. Heathcote moved as an amendment that the bill be read a second time that day six months.

The debate was adjourned till Friday.

PRIVATE BILLS.—(*From a Correspondent.*)

Friday Evening.

The House of Lords have, as usual, waited till all the opposed Bills were before them, and set themselves vigorously to work to clear the list. In one Committee, of which the Marquis of Clanricarde is Chairman, the North Level Bill was disposed of in as many hours as it was days before the Commons; and two Kent Railways, the Herne Bay and Faversham Railway, and South Eastern (Greenwich Junction to Dartford) Railway Bills, which are respectively promoted by the deadliest rivals, the East Kent and South Eastern Companies, were next brought before them. The South Eastern Bill, after three days' contest, was rejected, so that the country from Rochester to London is open to both companies for another year.

On Monday last, to the surprise of promoters and opponents, two Committees on opposed Bills were appointed to sit on the following morning.

The Marquis of Westminster's Committee had a miscellaneous bill of fare before them in the shape of the Taff Vale Railway, Swansea Docks, and Tweed Fisheries Bills. The Swansea Bill was quickly disposed of, and the Tweed Fisheries was finished on Thursday—both of the last-named Bills being passed by the Committee. The Taff Vale was taken on Friday morning, and most of the oppositions being settled, the Bill was passed after two hours' discussion.

The Committee, on which the Duke of Norfolk was Chairman, passed the South Staffordshire Water Bill, and the Metropolitan Railway Bill, on the first day of their session. There was a sharp opposition to the Caledonian Railway (Line to Granton) Bill, which continued for two days, and the last Bill before them The Richmond and Kew Railway Bill, was strongly opposed, by, amongst others, the Duke of Cambridge, and was ultimately rejected.

The Committee on the memorable Mersey Conservancy Bill met on Wednesday, Lord Chichester in the chair, and are proceeding with the promoters' case. From the present appearance of matters, it looks as if the opponents have not much faith in their case, as, instead of the room being crowded like the pit of a theatre, as was the case in the Commons, a very small deputation of Liverpool faces represent the town. The Town Clerk of Manchester, Mr. Heron, has been under a lengthened examination both yesterday and to-day.

Three Bills—viz. the Thames Conservancy, North Western Railway, and Finsbury Park Bills, were committed on Monday night for Tuesday morning, and were all passed on Wednesday.

There are no opposed Bills now waiting for Committee; and with the exception of the Committee on the Mersey Conservancy Bill, the business may be said to be over. In spite of the opposition of the South Eastern Railway Company, the Committee have passed the Herne Bay and Faversham Bill.

ELECTION COMMITTEES.—(*From a Correspondent.*)

Friday Evening.

Gloucester.—The Committee had to consider petitions against both members, Sir R. Carden and Mr. Price, and commenced with Mr. Price. From the statement of the sitting member, Sir Robert Carden, it appears that the petition against his co-member, Mr. Price, was a set-off against the attempt of Mr. Price's party to turn him out. The Committee reported that both members were duly elected, but that the evidence given against Sir Robert Carden was most unsatisfactory. One case of bribery was reported against Mr. Price, but the Committee decided that it was not proved to have been done with his consent.

Huntingdon.—There is a peculiarity in this case which is as follows:—Three members started for the borough; and two of them, Mr. Fellowes and Mr. Heathcote, polled the same number of votes, 1,106. The charges of bribery were withdrawn on both sides, and the proceedings of the meetings were confined

to a scrutiny, which terminated in the middle of the day on Friday, by Mr. Heathcote retiring, and leaving Mr. Fellowes in possession of the seat.

Ipswich.—The Committee first proceeded with the petition against Mr. Adair, from whose evidence it appeared that he had no committee-rooms nor any authorised committee. The Committee decided that Mr. Adair was duly elected. They reported five cases of bribery as having been proved, but without the knowledge of Mr. Adair. The Committee after a very lengthened deliberation have decided that Mr. Cobbold is duly elected.

Great Yarmouth.—From all accounts Great Yarmouth is a pleasanter place at an election than most boroughs. One of the charges against the sitting member was, that forty-eight electors sat down together to dinner, and drank their bottle of wine a-head sociably. There was no taking men into obscure public houses and giving them brandy-and-water on the sly, but the company sat down at an hotel situate on the beach. The two sitting members were Mr. M'Cullagh and Mr. William Watkin. The Committee decided that neither of the hon. members should retain his seat. Six cases of bribery were reported, but without the knowledge of the sitting members.

The Committees on the Beverley, Sligo, Dublin (city), and Drogheda cases commenced their sittings on Friday. The first case involves a question of qualification. The particulars shall be given in next week's paper.

Some excitement is felt about the Drogheda case, as a petition has been presented complaining that threats and intimidation have been used towards the witnesses.

The Sligo case came to a quick determination on Friday afternoon by the Committee deciding that several votes were wrongly rejected, and Mr. Wynn was declared elected by the Committee, and Mr. Patrick Somers was unseated.

Births, Marriages, and Deaths.

BIRTHS.

CARNE—On July 26, at Dimland Castle, Glamorganshire, the wife of John W. Nicholl Carne, D.C.L., and Barrister-at-Law, of a daughter.

HANNAY—On July 28, at Leamington, the wife of William Hannay, Esq., Solicitor, of a son.

HARRIS—On July 22, at Barnet, Herts, the wife of Stanley Harris, Esq., Solicitor, of a daughter.

ROWLAND—On July 29, at Berwick, the wife of Jonathan Rowland, Esq., Solicitor, of a daughter.

MARRIAGES.

M'FARLAND—JEFFREYS—On July 21, at St. Peter's Church, Dublin, Alfred M'Farland, Esq., Judge, West Australia, to Janetta, fourth daughter of Captain Richard Jeffreys, Barrackmaster, Portobello district.

MANFIELD—RHODES—On July 25, at St. Matthew's, Denmark-hill, by the Rev. Stephen Bridge, M.A., Incumbent, William, only son of William Manfield, Esq., of Dorchester and Portisham, Dorset, to Lucina Susanna, second daughter of Charles Henry Rhodes, Esq., of Denmark-hill, Surrey.

OFFER—HANCOCK—On July 25, at St. Barnabas, Kensington, Thomas Offer, Esq., of Bath, to Mary Ann, daughter of the late William Hancock, Esq., Solicitor, of Bermondsey.

REES—PUZEY—On July 23, at Bishopstone, Wilts, by the Rev. H. F. Beasley, D. Rees, Esq., of Cardiff, Glamorganshire, Solicitor, to Margaret Elizabeth, youngest daughter of the late J. W. Puzey, Esq., of Bishopstone.

DEATHS.

JACOBS—On July 27, at 41 Norland-square, Notting-hill, Emma Lawrence, youngest child of Mr. William Jacobs, Solicitor, aged 5 months.

M'ENTEER—On July 25, at Hastings, after a long illness, Thomas M'Enteer, Esq., Barrister-at-Law.

POWER—On July 24, at 6, Eccleston-terrace, Eccleston-square, aged 11 years and 10 months, Charles James Stuart Power, third son of Edward Power, Esq., Barrister-at-Law.

STRANGE—On July 24, aged 35, Robert Anstruther Strange, fifth son of the late Sir Thomas A. Strange, formerly Chief Justice of Madras.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Belfour, Edmund, Gent., College of Surgeons, Lincoln's-inn-fields, and Rev. John Henry Howlett, Young-st., Kensington, £31 : 16 : 10 New 3 per Cents.—Claimed by Edmund Belfour and Rev. John Henry Howlett.

Dumbleton, Henry, Esq., Hawley-house, Southampton, and Ellen Dumbleton, his wife, £598 : 10 : 10 New 3 per Cents.—Claimed by Henry Dumbleton, and Ellen Dumbleton, his wife.

Hooper, William, Carpenter, Charlton-street, Marylebone, £50 Consols.—Claimed by Thomas Booth, the acting executor.

Marsham, Robert Bullock, D.C.L., Warden of Merton College, Oxford, and Donald Maclean, Esq., Lincoln's-inn, £155 : 11 : 1 Consols.—Claimed by Robert Bullock Marsham and Donald Maclean.

Simkins, James, Butcher, Hatfield, Herts, £368 : 15 : 5 Consols.—Claimed by William James Webb, James Simkins Webb, and Charles Townsend, the executors.

Templetown, Right Hon. John Henry Viscount, and the Right Hon. Fulk Greville Howard, Grosvenor-sq., £1,877 : 19 Reduced—Claimed by Right Hon. Henry Montagu Viscount Templetown, sole executor of the Right Hon. John Henry Viscount Templetown, the survivor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

Hatton, Samuel Bilby (who died on March 18, 1857), Surveyor, 3 Wiffin-pl., Harleyford-rd., Vauxhall-rd.—Next of kin living at the time of his death, or the personal representatives of such next of kin who may have since died, are to come in and prove their claims on or before Jan. 11, 1858, at V. C. Wood's Chambers.

Labrum, Robert, George Labrum, and Charles Labrum, brothers of Richard Labrum, Seedsman, late of Union-row, New Kent-rd., Surrey, deceased.—Their heirs to apply to William Pennell, Esq., 3 Guildhall-chambers, London.

Palmer, Capt. John (who died at Richmond in 1794), Stratton-st., Piccadilly, and Queen-sq., Westminster.—Heirs at law or next of kin to apply to S. Joy, 7 Salmon's-la., Limehouse, Middlesex, near Britannia-bridge.

Money Market.

CITY, Friday Evening.

The Indian news of Wednesday was announced as rather favourable, notwithstanding it informed us that it had been found necessary to disarm the native troops at Calcutta—that there was a general spread of revolt in the Bengal army—that it had been deemed proper to arrest the ex-King of Oude and place him in confinement in Fort William—that General Barnard was waiting for reinforcements to attack the insurgents—and that the mail from Bombay did not bring intelligence of the capture of Delhi.

Although it suited that part of the daily press which supports Government to give a pleasant colour to this gloomy intelligence, the Stock Exchange has not manifested in its operations any appearance of active sympathy. The English Funds have gradually receeded ⅛ per Cent. since this news was received, and are now one per Cent. below the price of this day week. Full rates are being paid on loans, the demand for money is become more active, and a large requirement of silver for exportation to the East is again in extensive operation.

From the Bank of England return for the week ending the 25th July, 1857, which we give below, it appears that the amount of notes in circulation is £19,577,895, being a decrease of £400,605; and the stock of bullion in both departments is £11,672,978, showing a decrease of £167,674 when compared with the previous return.

The returns of the Board of Trade show a small decrease in exports for the month of June last, compared with June, 1856. This is the first time this year that an increase in exportation has not been shown. The decrease is but £30,247 in the aggregate.

Reports from the manufacturing districts represent that trade continues in a healthy state, and the demand steady, except for goods suitable for India, in which no transactions are taking place. All parties anxiously wait for more decided intelligence.

Letters from France state that the harvest there surpasses all expectation. The accounts of the harvest in England are also very favourable; but the downward tendency in the price of grain does not appear to have received any fresh impulse during the present week.

The circumstances connected with the failure of the London and Eastern Banking Corporation will not make so deep an impression on the public mind as some other failures, because, fortunately for the share-holders, the winding up and the liquidation of claims remain in the hands of the Corporation, and are likely to be accomplished without any great degree of public exposure, and it may be hoped without any ruinous amount of costs. Some of these circumstances are perhaps more remarkable than those which have attended on any other bank, and form a very curious chapter in the history of Joint Stock Banks. It does not appear in this case that there is any pretence for saying that shareholders have been induced to take shares in consequence of fraudulent misrepresentations. They and their property are fairly liable for the debts of the bank, and there is no alternative for them but to pay the amount. The statement of accounts laid before the meeting held on the 20th July embraces the result of liquidation from the 11th April to the 11th July. It is stated that the branches in India, at Bombay and Calcutta, have been prudently conducted, and that the only operations resulting in loss have originated at the head office.

It appeared at the previous meeting that more than the entire paid-up capital of £250,000 had been advanced in loans to Colonel Waugh, and other directors, including Mr. Stephens, the managing director. The advance to Colonel Waugh amounts to about £200,000. It is also stated that not one of the open accounts of the directors has yet been adjusted. The estimate of loss sustained by the shareholders, in addition to their entire capital, has been raised from £6,320, to £12,710, owing to the disastrous results of the exchange operations carried on by the directors in London to supply themselves with funds, apparently to be dissipated in the same way as the paid up capital. Those shareholders who have not acceded to the arrangement by which their promissory notes were to be given for unpaid capital have been subjected to two calls, each of £15 per share, the first payable on the 24th April last, the second on the 1st August, and steps were to be taken to enforce these calls.

The enormous advance to Colonel Waugh is the most remarkable circumstance connected with the management of this bank, and the final result of the liquidation depends almost entirely on the realisation of the securities held for his debt. The managers of the Bank in India have made over the charge of the branches at Bombay and Calcutta to the agents of the Oriental Bank, by whom the Indian affairs are being wound-up as expeditiously as possible.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 25TH DAY OF JULY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	28,501,980	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	11,026,980
		Silver Bullion	...
	£28,501,980		£28,501,980

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,596,581
Rest	3,508,739	Other Securities	16,051,555
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	4,219,872	Notes	5,924,585
Other Deposits	10,189,989	Gold and Silver Coin	645,998
Seven day & other Bills	747,119		
	£33,218,719		£33,218,719

Dated the 30th day of July, 1857. M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	216	215 16½	...	217	...
3 per Cent. Red. Ann.	91¾ ⅜	91⅝	91½ ¾	91½	90⅞	90⅝
3 per Cent. Cons. Ann.	91½ ¾	91⅝	91 1⅝	91	90¾ ½	90⅝
New 3 per Cent. Ann.	91⅝	91¼	91⅝ ⅜	91⅝ ½	91	90⅞
New 2½ per Cent. Ann.	...	77	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	2½ 7-16	...	2 9-16	2½	2½	2½
Do. 30 years (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	...	18 1-16	18½
India Stock	216½	216	214	214½	214½	216
India Bonds (£1,000)	...	17s. dis.	...	19s. dis.	...	25s. dis.
Do. (under £1,000)	...	...	20s. dis.	...	...	...
Exch. Bills (£1,000) Mar.	4s. dis.	1s. dis.	5s. dis.	5s. dis.	1s. dis.	2s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	2s. dis.	1s. dis.	1s. dis.	5s. dis.	...	1s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	7s. dis.	1s. dis.	par.	5s. dis.	5s. par.	1s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	98⅝	98⅞ ⅝	...	98⅝	98⅝
Exch. Bonds, 1859, 3½ per Cent.	...	98⅝	...	98⅝	...	98⅝

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	3½
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	...	75⅝	...	75⅞ ⅝	75⅞ ⅝	77 78
Chester and Holyhead	...	...	36	...	...	...
East Anglian	20⅛	...	20⅜	20⅛	...	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	97	96⅛	...	...	...	97⅛
Edinburgh and Glasgow	...	...	...	...	...	...
Edin., Perth. & Dundee	34⅛	34⅛	34	...	34⅛	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	98	97⅝ ⅛	97⅛	97⅛	...	...
Gt. South & West. (Ire.)	...	104⅛	...	...	103⅝	...
Great Western	63⅛	63⅝	63⅝ ⅝	64 63⅝	63⅛ ⅝	64 3⅛
Lancashire & Yorkshire	...	100⅛	99⅛	100⅛ ⅛	100⅛ ⅛	100⅛ ⅛
Lon., Brighton, & S. Coast	...	111⅝	...	111	110⅝	108
London & North Western	103⅛	...	102⅝ 3⅛	103⅝ 3	...	103⅛
London and S. Western	...	100⅝	100	100⅝	...	99⅛
Man., Shef., and Lincoln	43⅞	43⅛	43⅛ ⅝	43⅛ ⅛	...	44 x.d.
Midland	83⅛	83⅛	...	83⅛ ⅛	84	83⅛ ⅛
Norfolk	...	...	...	...	...	64
North British	45	45⅛	45⅛	...	46	46
North Eastern (Berwick)	91⅛	92	...	93⅛ 92⅛	92⅛ 95	95 94⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	34⅛	35	...	35	...	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	25	...	...
Shropshire Union	...	...	50	49	...	...
South-Eastern	...	74⅛	...	74⅛ 75	74⅛	74⅛
South-Wales	...	...	...	...	...	...

London Gazettes.

NEW MEMBERS OF PARLIAMENT.

TUESDAY, *July* 28, 1857.

Borough of Woodstock.—Alfred Spencer Churchill, commonly called Lord Alfred Spencer Churchill, *vice* John Winston Spencer Churchill, commonly called Marquis of Blandford, now Duke of Marlborough.—*July* 27.

City of London.—Lionel Nathan de Rothschild, commonly called Baron Lionel Nathan de Rothschild, who accepted the Chiltern Hundreds.—*July* 28.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

FRIDAY, *July* 31, 1857.

WHITCOMBE, ROBERT HENRY, Bewdley, Gent., Worcester.—*July* 27.

PERPETUAL COMMISSIONERS FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

TUESDAY, *July* 28, 1857.

ARCHER, THOMAS GOODWYN, Gent., King's Lynn, Norfolk; for the county of Norfolk.—*July* 23.

BIRD, JAMES, Gent., Brook-green, Hammersmith; for the county of Middlesex, and city and liberties of Westminster.—*July* 22.

LEY, WILLIAM MERRIMAN, Gent., Bishop's Stortford, Herts; for the county of Herts.—*July* 14.

NETHERSOLE, HENRY, Gent., New-inn, Middlesex; for the county of Middlesex, and city and liberties of Westminster.—*July* 22.

FRIDAY, *July* 31, 1857.

ABRAHAM, GEORGE FREDERICK, Gent., 5 Edward-st., Langham-pl.; for the county of Middlesex, and for the city and liberties of Westminster.—*July* 22.

ARNOLD, GEORGE MATTHEWS, Gent., Gravesend, Kent; for the county of Kent.—*May* 28.

CLOWES, ELLIS, Gent., King's Bench-walk, Inner Temple; for the city of London, county of Middlesex, and city and liberties of Westminster.—*July* 21.

DYTE, HENRY, Gent., King's Bench-walk, Inner Temple; for the county of Middlesex and city and liberties of Westminster.—*July* 21.

GREGORY, MARK HENRY, Gent., Wax Chandlers' Hall, Gresham-st.-west; for the city of London, county of Middlesex, and city and liberties of Westminster.—*July* 21.

HILL, HENRY RIVINGTON, Gent., Throgmorton-st.; for the city of London.—*July* 21.

INGLEBY, CLEMENT MANSFIELD, Gent., Birmingham; for the counties of Warwick, Stafford, and Worcester.—*July* 25.

INGLESANT, JOSEPH, Gent., Loughborough, Leicestershire; for the county of Leicester.—*July* 14.

PEARSE, PETER JOHN THOMAS, Gent., Frederick's-pl., Old Jewry; for the city of London.—*July* 21.

TROW, ADAM PRATTINGTON, Gent., Cleobury Mortimer, Salop; for the county of Salop.—*July* 23.

Bankrupts.

TUESDAY, *July* 28, 1857.

CARTER, HENRY, Tailor, Worthing, Sussex. Aug. 7 and Sept. 11, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Vining, 2 Moorgate-st. *Pet.* July 20.

CATER, WILLIAM, Maltster, late of Ware, Herts, now a prisoner for debt in Hertford Gaol. Aug. 8, at 11, and Sept. 4, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Wilde, Rees, Humphrey, & Wilde, 21 College-hill, City. *Pet.* July 15.

LAWSON, EDWARD, Draper, 7 Oddy's-rw., Islington. Aug. 11 and Sept. 14, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry. *Pet.* July 25.

LEWTON, Charles, Publican, Maesteg, Glamorganshire. Aug. 10 and Sept. 14, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Abbott & Lucas, Bristol. *Pet.* July 27.

LORD, James, Cotton Spinner, Oak Mills, Millgate, Spotland, Rochdale, Lancashire. Aug. 8 and 29, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Holgate & Roberts, Rochdale. *Pet.* July 25.

MARSHALL, Thomas, Boot and Shoe Maker, Hartlepool, Durham. First Sitting on Aug. 6 (and not *Aug.* 5, as previously advertised).

OBBARD, Robert Henry, Lead Merchant, 68 Old-st.-rd., Shoreditch. Aug. 6, at 1, and Sept. 4, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Edmunds, 9 St. Bride's-avenue, Fleet-st. *Pet.* July 25.

SEARLE, William Thomas, Builder, Victoria-rd., Deptford, Kent. Aug. 8, at 11.30, and Sept. 4, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Harris, 34A Moorgate-st. *Pet.* July 27.

SEXBY, John, Builder, 62 Vauxhall-walk, Lambeth. Aug. 6, at 12, and Sept. 4, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Lubrow, 22 Chancery-la. *Pet.* July 23.

SHARPER, Dixon, Ship Chandler, West Hartlepool, Durham. Aug. 6 and Sept. 16, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Forster, Newcastle-upon-Tyne; or Turnbull, Hartlepool. *Pet.* July 21.

WARINGTON, Thomas, Corn and Seed Merchant, New Corn Exchange, Mark-la., and 35 Mark-la. Aug. 11, at 12, and Sept. 14, at 12.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Young & Plews, 29 Mark-la. *Pet.* July 27.

WHEELER, Richard, Miller, St. Owen, Hereford. Aug. 17, at 11.30, and Aug. 31, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Pritchard, Hereford; or Suckling, Birmingham. *Pet.* July 27.

Friday, *July* 31, 1857.

BENTHAM, Henry Althorp, Shipowner, Sunderland. Aug. 13, at 12, and Sept. 16, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Ranson & Son, Sunderland. *Pet.* July 28.

BROWN, Humphrey, Shipowner, 2 Little Smith-st., Westminster; Tewkesbury; and of the Queen's Bench Prison, Southwark. Aug. 14, at 11, and Sept. 19, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Tucker, Greville, & Tucker, 28 St. Swithin's-la. *Pet.* July 29.

CARACAZZANI, Savas, Merchant, Manchester; trading with Stavro Theodoridi Macario Constandinidi and Basilio Joseph under style of St. Theodoridi & Co., at Constantinople, and of S. Caracazzani & Co., at Manchester. Aug. 12 and Sept. 2, at 12; Manchester. *Off. Ass.* Pott. *Sol.* Welsh, Cooper-st., Manchester. *Pet.* July 28.

CASTLE, James, Miller, Little Faringdon Mill, Lechalde, Faringdon, Berks. Aug. 11, at 11, and Sept. 14, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Rogers, 70 Fenchurch-st. *Pet.* July 28.

EDMANDS, Robert, Dealer in Mining and other Shares, 23 Charlotte-st., Bedford-sq., Bloomsbury. Aug. 17 and Sept. 14, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Chidley, 10 Basinghall-st. *Pet.* July 27.

GLOVER, Reuben Theodore, & Edgar Augustus Glover, Licensed Victuallers, Piccadilly. Aug. 8, at 11, and Sept. 11, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Lawrence, Smith, & Fawdon, 12 Bread-st., Cheapside. *Pet.* July 17.

GREEN, George, Cloth Manufacturer, Mirfield, Yorkshire. Aug. 17 and Sept. 14, at 11.30; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Iveson, Heckmondwicke; or Bond & Barwick, Leeds. *Pet.* July 23.

HEMINGWAY, Benjamin (Hemingway & Son), Painter, Derby. Aug. 11 and Sept. 8, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Shaw, Derby. *Pet.* July 27.

KINSELLA, Edward, Tailor, 36 New Bond-st. Aug. 8, at 11.30, and Sept. 11, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Milburn, 28 Moorgate-st. *Pet.* July 30.

LILLYCRAPP, Edmund, Mason, Old Town-st., Plymouth. Aug. 10 and 31, at 10; Athenæum, Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Robins, Plymouth; or Stogdon, Exeter. *Pet.* July 28.

M'KEAN, Andrew, Timber Merchant, Southampton; lately in copartnership with John Ferrier, Southampton (M'Kean, Ferrier, & Co.). Aug. 11, at 1, and Sep. 14, at 1.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Westall, 3 South-sq., Gray's-inn, or Coxwell & Bassett, Southampton. *Pet.* July 28.

MORTON, James, Ironmonger, Huntingdon. Aug. 14 and Sep. 11, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Sewell, Fox, & Sewell, 6 Gresham House, Old Broad-st., or Hunnybun, Huntingdon. *Pet.* July 24.

NEALES, George William, Upholsterer, 482 New Oxford-st. Aug. 11, at 2, and Sep. 15, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Pocock & Poole, 58 Bartholomew-close. *Pet.* July 30.

PULLIN, George, Baker, 115 Whitecross-st.. Aug. 13, at 11.30., and Sep. 11, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Wire & Child, 1 Turnwheel-la., Cannon-st. *Pet.* July 30.

ROBINSON, Alexander, Merchant, 1 Gt. St. Helen's. Aug. 12, at 1, and Sep. 14, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Murray, 11 London-st., Fenchurch-st. *Pet. for Arrgmnt.* May 28.

SIMMONS, James, Marble Merchant, 20 Bridge-ter., Harrow-rd. Aug. 17, at 12, and Sep. 15, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Chidley, 10 Basinghall-st. *Pet.* July 30.

SUTTON, Henry, Builder, Woolden-st., Roscoe-town Plaistow-marsh, Essex. Aug. 12, at 12, and Sep. 14, at 11.30; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Philpot & Greenhill, 49 Gracechurch-st. *Pet.* July 21.

THOMPSON, Edwin, Innkeeper, Lydbrook, Gloucestershire. Aug. 11 and Sept. 14, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Bevan, Bristol. *Pet.* July 28.

WELSH POTOSI LEAD & COPPER MINING COMPANY (Limited). Aug. 13, at 1; Basinghall-st. *Com.* Fane. *Off. Liquidator*, Whitmore. *Pet.* July 8.

BANKRUPTCIES ANNULLED.

Friday, *July* 31, 1857.

Bates, George, trading as George Bateson, Soda Water Manufacturer and Pork Butcher, Commercial-st., Newport, Monmouthshire. *Pet.* July 30.

Rtland Charles, Merchant, Birmingham. July 29.

MEETINGS.

Tuesday, *July* 28, 1857.

Brown, John Hunter, Rope Manufacturer, Sunderland. Aug. 10, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from June 19) *Last Ex.*

Duncan, Frederick, Merchant, Liverpool. Aug. 18, at 11; Liverpool. *Com.* Perry. *Dir.*

Hill, Elizabeth, Coachbuilder, Little Moorfields. Aug. 7, at 11.30; Basinghall-st. *Com.* Fane. (*By adj.* from July 10) *Last Ex.*

Hind, Andrew, Teadealer, 2 and 5 Pleasant-row, Pentonville. Aug. 18, at 12; Basinghall-st. *Com.* Fonblanque. *Dir.*

M'Kay, Thomas, & John M'Kay, jun., Hosiers, Newcastle-upon-Tyne. Aug. 10, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from July 21) *Last Ex.*

Margerison, Charles, & Ernest Benjamin Fort, Wine and Spirit Merchants, 7 Savage-gardens, Tower-hill. Aug. 18, at 12; Basinghall-st. *Com.* Fonblanque. *Dir.*

Primrose, Edward, Ivory, Bone-handle, and Scale Dealer, Sheffield. Aug. 8, at 10; Council-hall, Sheffield. *Com.* West. *Choice of Assignees.*

Richardson, Ralph, Builder, Caterham, Surrey. Aug. 18, at 1; Basinghall-st. *Com.* Fonblanque. *Dir.*

Taylor, Robert, Draper, Sunderland. Aug. 17, at 12 (and not *Aug.* 5, as previously advertised); Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Second Dir.*

Turner, James, Oil and Grease Merchant, Newcastle-upon-Tyne. Aug. 26, at 11 (and not *Aug.* 5, as previously advertised); Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

Williams, George, Draper, Ebbw Vale, Newport, Monmouthshire. Aug. 18, at 10; Guildhall, Broad-st., Bristol. To assent to, or dissent from, the assignees accepting a proposal to compromise an action commenced for the recovery of penalties under Bankrupt Act, 1849.

Friday, *July* 31, 1857.

Nairn, Philip, Miller, Waren Mills, Belford, Northumberland. Aug. 11, 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Last Ex.* (*By adj.* from June 30).

Organ, William, Saddler, Walsall, Staffordshire. Aug. 19, at 10.30 Birmingham. *Com.* Balguy. (*By adj. sine die*) *Last Ex.*

DIVIDENDS.

Tuesday, *July* 28, 1857.

Bryan, John, Electro-plater, 8 Dyer's-bldgs., Holborn. First, 3*s.* 6*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, except between Aug. 8 and Oct. 19, 11 to 3.

Cannon, Charles, Meat, Fruit, and Fish Salesman, Love-la., Eastcheap. Second, 11½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, except between Aug. 8 and Oct. 19, 11 to 3.

Cornell, Thomas, Carver and Gilder, 63 King-st., Regent-st., St. James's-st.; and Roydon, Essex, Farmer. First, 1*s.* 6½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, except between Aug. 8 and Oct. 19, 11 to 3.

Charles, Robert Rumney, & William Fordyce, Paper Manufacturers, Haughton. Second and Final, 8½*d.*, in addition to 2*s.* 6*d.* previously declared. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Friday, Aug. 7, or any Saturday after Oct. 3, 10 to 3.

Hindle, Thomas, Richard Stuttard, & Henry Walmsley, Cloth Manufacturers, Accrington. Second, 8½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

Hornby, Benjamin, Hotel-keeper, Hoylake, Cheshire. First, 2*s.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

Hughes, Catherine, Grocer, Holywell, Flintshire. First, 2*s.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

Nicholson, John, Surgeon, Walton, Lancashire. Third, 4*d.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

Over, Edward, Oil and Colourman, 1 Barrossa-ter., Cambridge-rd., Bethnal-green. Second, 11*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, except between Aug. 8 and Oct. 19, 11 to 3.

Friday, *July* 31, 1857.

Barnes, Robert Yellowley, Floor-cloth Manufacturer, 11 City-rd. Second, 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any day before Aug. 8, or any Tuesday after Nov. 1, 11 to 2.

Binns, George, & Son, Cloth Manufacturers, Cleckheaton. Second, 2½*d.* joint est.; and first, 20*s.* sep. est. G. Binns. *Young*, 5 Park-row, Leeds; any day till Aug. 7, or after Oct. 5, 10 to 1.

Blackett, Thackray, & Co., Merchants, Manchester. Third, 3½*d.* *Young*, 5 Park-row, Leeds; any day till Aug. 7, or after Oct. 5, 10 to 1.

Bulmer, William, Grocer, Bedale. First, 2*s.* *Young*, 5 Park-row, Leeds; any day till Aug. 7, and after Oct. 6, 10 to 1.

Garrard, William Paskell, Wine and Spirit Merchant, 16 Little Tower-st., London. First, 2*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any day before Aug. 8, or any Tuesday after Nov. 1, 11 to 2.

Hatfield, J. A., Draper, Bradford. Second, 8*d.* *Young*, 5 Park-row, Leeds; any day till Aug. 7, or after Oct. 5, 10 to 1.

Huddleston, Mary & Thomas, Cabinetmakers, formerly of Nassau-st., now of 16 Berners-st., Oxford-st. First, 5*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any day before Aug. 8, or any Tuesday after Nov. 1, 11 to 2.

Marriott, Thomas, Tailor, Nottingham. First, 2*s.* *Harris*, Middle Pavement, Nottingham; next Monday, 11 to 3.

Martyn, Henry, Woollen Warehouseman, 170 Bishopgate-st. Without. Second, ½*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any day before Aug. 8, or any Tuesday after Nov. 1, 11 to 2.

Overbury, John, Woollen Warehouseman, Frederick's-pl., Old Jewry. First and second, 1*s.* 4*d.* and 1*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any day before Aug. 8, or any Tuesday after Nov. 1, 11 to 2.

Redman, Robert, & Edward Redman, Wharfingers, 36 Mark-la. First, 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any day before Aug. 8, or any Tuesday after Nov. 1, 11 to 2.

Reeve, William, Engineer, 20 Albion-st., Caledonian-rd. First, 4*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any day before Aug. 8, or any Tuesday after Nov. 1, 11 to 2.

Teall, E. & R., Boat Builders, Leeds. First, 3*s.* 4*d.* *Young*, 5 Park-row, Leeds; any day till Aug. 7, or after Oct. 5, 10 to 1.

Thompson, George, Leatherseller, Knaresborough. Second, 2*s.* 2½*d.* *Young*, 5 Park-row, Leeds; any day till Aug. 7, or after Oct. 5, 10 to 1.

Ward, Bartholomew, Stationer, 71 High-st., Southwark, and 37 St. James's-pl., New-cross. First, 4*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st., any day before Aug. 8, or any Tuesday, after Nov. 1, 11 to 2.

WELSH, ROBERT, Woollen Merchant, Huddersfield. First, 1¼d. *Young*, 5 Park-row., Leeds; any day till Aug. 7, or after Oct. 5, 10 to 1.

WILLIFORD, WILLIAM, Wine Merchant, Scarborough. Second, 4s. 6d. *Young*, 5 Park-row., Leeds; any day till Aug. 7, or after Oct. 5, 10 to 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *July* 28, 1857.

ANTHONY, SAMUEL WROTH, Commission Merchant, Liverpool. Aug. 18 at 11; Liverpool.

CAMERON, WILLIAM OGILVIE, Export Oilman, 9 Camomile-st. Aug. 19, at 1; Basinghall-st.

GIFFORD, SAMUEL, Sailcloth and Canvas Merchant, 72 Mark-lane. Aug. 18, at 1; Basinghall-st.

HENDERSON, ALEXANDER BLOXHAM, Livery Stable Keeper, London-st., Paddington. Aug. 19, at 1; Basinghall-st.

RAWLE, WILLIAM, Broker, Liverpool. Aug. 20, at 11; Liverpool.

RICHARDSON, GEORGE DAVY, Ironfounder, Carlisle. Aug. 18, at 12; Royal-arcade, Newcastle-upon-Tyne.

TAYLOR, ROBERT (Taylor & Co.), Draper, Sunderland. Aug. 17, at 12 (and not *Aug.* 5, as previously advertised); Royal-arcade, Newcastle-upon-Tyne.

THEED, THOMAS FREDERICK, Surgeon, 1 Winchester-st., Waterloo-town, Middlesex. Aug. 19, at 2; Basinghall-st.

WILLIAMS, EDWARD, Plumber, Chester, and Saltney, Flintshire. Aug. 20, at 11; Liverpool.

FRIDAY, *July* 31, 1857.

BUDDEN, CHARLES, Tallor, Basingstoke, Southampton. Aug. 24; Basinghall-st

JOHNSON, GEORGE, Corn Merchant, Billingham, Durham. Aug. 24, at 12.30; Royal-arcade, Newcastle-upon-Tyne.

HORNER, THOMAS, House Decorator, 15 Hart-st., Bloomsbury. Aug. 24, at 2; Basinghall-st.

HUGHES, ENOCH, & WILLIAM ADAMS, Ironfounders, Princes End, Sedgley, Staffordshire. Aug. 31, at 10; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *July* 28, 1857.

BRADSHAW, JAMES, & AARON COLLINSON, Cotton Manufacturers, Burnley, Lancashire. July 23, 1st class to A. Collinson.

EARLE, THOMAS, Railway Contractor, 44 Parliament-st., Westminster. July 20, 2nd class.

FOX, Sir CHARLES, & JOHN HENDERSON, Engineers, London Works, Smethwick, Staffordshire; 8 New-st., Spring-gardens, Westminster; and Fore-st., Limehouse. July 27, 1st class.

ILIFFE, JAMES, Commission Agent, now of Edmund-st., Birmingham, and lately of 53 Watling-st., Cheapside. July 27, 2nd class.

M'LEAN, ROBERT, & JAMES M'LEAN, Builders, Hulme, Manchester. July 24, 3rd class.

PENNY, WILLIAM, Brewer, Newport, Monmouthshire. July 21, 2nd class; to be suspended for six months from July 21.

PEPPER, JOHN, & EDWIN ADDY HOLMES, Grocers, 13 Waingate, Sheffield. July 18, 2nd class.

SHAW, JOHN, & JOSEPH SHAW, Tailors, Sheffield. July 18, 2nd class.

WALTERS, HENRY, & BENJAMIN WALTERS, Druggists, Alfreton, Derbyshire. July 18, 2nd class.

WHISTON, FREDERICK WILLIAM, Druggist, Birmingham. July 24, 3rd class; after a suspension of three months.

WICK, JOHN, Electro Plater, Sheffield. July 18, 1st class.

FRIDAY, *July* 31, 1857.

BENJAMIN, LEWIS, Fish Merchant, 28 Jewry-st., Aldgate. July 21, 2nd class; after a suspension of four months.

BEVAN, EDWARD, Horse Dealer, Kidderminster. July 24, 3rd class.

BRYAN, ROBERT HOFF, Clock and Watch Maker, Lincoln. July 22, 3rd class.

EBSWORTH, THOMAS RILEY, Ale and Beer Merchant, 66 Wapping Wall, Middlesex, and 2 Forest-villa, Forest-hill, Sydenham, Kent. July 24, 2nd class.

SMITH, SAMUEL JOSEPH, Auctioneer, Birmingham. July 24, 2nd class.

SOLOMON, JOHN, Beer Merchant, 96 Vine-st., Minories. June 10, 3rd class; having been suspended for twelve months from passing his last examination.

TILBURY, WILLIAM, Brass Worker, 81 Gt. Titchfield-st., Marylebone, and 14 Cleveland-mews, Fitzroy-sq. July 25, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *July* 28, 1857.

CANWARDEN, JOHN, Farmer, Little Harrowden, Northamptonshire. July 21 and 22. *Trustees*, R. M. Gibbs, Shoe Manufacturer, Wellingborough; T. A. Somes, Farmer, Little Harrowden. *Sols.* Murphy and Sharman, Wellingborough.

DUXFIELD, MARY, Draper, Walker, Northumberland. July 2. *Trustees*, J. Procter, Miller, Willington, Northumberland; J. Hills, Grocer, Sunderland. *Sol.* Story, 16 Market-st., Newcastle-upon-Tyne.

JOHNSON, JOHN, Ironmonger, Swansea, Glamorganshire. July 9. *Trustee*, R. Wadeley, Merchant, Birmingham. *Sol.* Brown, Swansea.

MORAN, MATTHEW MICHAEL, Hosier, 28 High-st., Newington, Surrey. July 13. *Trustees*, R. Hellaby, Warehouseman, Huggin-la., Wood-st., Cheapside; J. D. Allcroft, Wholesale Glove Manufacturer, Wood-st. *Sol.* Turner, 68 Aldermanbury.

OWEN, JOHN, Flour Dealer, Llangefni, Anglesey. July 25. *Sol.* Owen, Upper Bridge-st., Llangefni.

PANKHURST, GEORGE, Butcher, Rye, Sussex. July 9. *Trustees*, J. Piper, Gent., Hawkhurst, Kent; W. Taverner, Woolstapler, Rye. *Sol.* Dawes, Rye.

WATSON, ELIZABETH, Widow, late of Claydon, Oxfordshire, now of Leamington Priors, Warwickshire. July 11. *Trustees*, E. Eagles, Farmer, Staverton, Northamptonshire; T. Martin, Auctioneer, Southam, Warwickshire. *Sols.* R. F. & C. Welchman, Daventry.

WICKSTEAD, JOHN BIRCH, Grocer, Cross-st., Newport, Monmouthshire. July 4. *Trustees*, W. Compton, Grocer; J. Norris, Grocer, both of Newport. *Sol.* Cathcart, Dock-st., Newport.

WOOLLEY, ELIZABETH, Cotton Manufacturer, Manchester. July 11. *Trustees*, A. Winterbottom, Merchant, Manchester; H. Rawson, Share-broker, Manchester; J. Parkinson, Cotton Merchant, Liverpool. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

FRIDAY, *July* 31, 1857.

BENNETT, THOMAS, Brewer, Salford Ford, Apsley Guise, Bedfordshire. July 18. *Trustees*, E. Heighington, Corn Merchant, Woburn; J. Maffey, Malster, Fenny Stratford, Buckinghamshire. *Sol.* Green, Woburn.

BULLAS, STEPHEN, Ironmonger, Dudley, Worcestershire. July 22. *Trustees*, J. Thompson, jun., Painter; P. Griffiths, Builder, both of Dudley. *Sol.* Boddington, Dudley.

CLUFF, JOHN, Farmer, Kettering, Northamptonshire. July 23. *Trustee*, T. Waddington, Auctioneer, Kettering; W. Dale, Farmer, Barton Seagrave, Northamptonshire. *Sol.* Lamb, Kettering.

COLLIER, JOHN, Grocer, Oldham, Lancashire. July 25. *Trustee*, J. Owen, Corn Factor, Manchester. *Sol.* Ponsonby, Oldham.

JAY, MARY, Widow, Worlingham, Suffolk. July 25. *Trustees*, R. Ward, Liquor Merchant, Beccles; W. W. Garnham, Draper, Beccles. Indenture lies at house of R. Ward, Beccles.

MOSS, JOHN, Grocer, Longsight, Manchester. July 1. *Trustees*, J. Bromiley, Grocer, Manchester; T. Hankinson, Grocer, Manchester. *Sol.* Sutton, 16 Marsden-st. Manchester.

REYNOLDS, SETH, Ship Broker, 8 Ward-ter., Sunderland. June 30. *Trustees*, E. Smith, Bookseller, Sunderland; B. Brooks, Innkeeper, Sunderland. *Sols.* Ranson & Son, Sunderland.

ROSE, THOMAS, Draper, St. George's-st. East. July 9. *Trustees*, J. T. Stuttard, Wood-st., W. Parren, Cannon-st., Warehousemen. *Sols.* Mason & Sturt, 7 Gresham-st.

STRANGE, JOHN, Grocer, Kettering, Northampton. July 21. *Trustees*, J. B. Panther, Tanner, Warkton; J. Wells, Grocer, Kettering. *Sol.* Lamb, Kettering.

THORNBACK, WILLIAM, Victualler, Red Cross Public-house, Barbican. July 13. *Trustee*, W. Graham, Distiller, 114 St. John-st., Clerkenwell. *Sol.* Dimmock, 2 Suffolk-la.

WADDY, TOM CHARLES, & TURNER POULTER LEVERETT, Upholsterers, 71 Baker-st., Portman-sq., Middlesex. July 3. *Trustees*, T. Andrews, Gent., Hempstead, Essex; E. Radley, Fringe Manufacturer, 20 Lamb's Conduit-st., Foundling Hospital. *Sol.* Tayloe, 4 Scott's-yd., Cannon-st.

Creditors under Estates in Chancery.

TUESDAY, *July* 28, 1857.

CROASDAILE, EDWARD (who died in Dec. 1856), Doctor of Medicine, Boulogne-sur-Mer, France, late of Jamaica. Creditors to come in and prove their debts on or before Nov. 17, at V. C. Stuart's Chambers.

FEARNHEAD, PETER (who died in May, 1855), Oakham, Rutlandshire. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before Nov. 10, at Master of the Rolls' Chambers.

LUDLOW, BENJAMIN (who died in Nov. 1852), Linendraper, 4 and 5 Crosby-row, Walworth-rd., Surrey. Creditors to come in and prove their debts or claims on or before Nov. 3, at Master of the Rolls' Chambers.

MANNING, WILLIAM (who died in Feb. 1857), Farmer, Roydon, Norfolk. Creditors to come in and prove their claims on or before Nov. 2, at V. C. Stuart's Chambers.

MOSLEY, MARY (who died in June, 1854), Spinster, Pinstone-st., Sheffield. Creditors to come in and prove their debts on or before Nov. 7, at Master of the Rolls' Chambers.

STARKEY, JOSEPH (who died in April, 1857), Woollen-cloth Manufacturer and Merchant, Woodhouse, Huddersfield, afterwards of Hutton's-lodge, Hutton's Ambo, Yorkshire. Creditors to come in and prove their debts on or before Nov. 9, at V. C. Stuart's Chambers.

TOWNSHEND, THOMAS (who died in Jan. 1848), Gent., Highgate, Middlesex. Creditors to come in and prove their debts on or before Nov. 2, at Master of the Rolls' Chambers.

FRIDAY, *July* 31, 1857.

ABELL, HENRY (who died on Dec. 9, 1856), Gent., Rushey Green, Lewisham, Kent. Creditors and incumbrancers to come in and prove their claims on or before Nov. 7, at Master of the Rolls' Chambers.

GRASLEY, WILLIAM KIME (who died on Oct. 14, 1853), Gent., Holbeach, Lincolnshire. Creditors to come in and prove their debts on or before Oct. 29, at Master of the Rolls' Chambers.

LINDLEY, THOMAS (who died in Jan., 1847), Clerk, Haltongill, Arncliffe, Yorkshire. Creditors to come in and prove their debts on or before Oct. 29, at Master of the Rolls' Chambers.

OLDFIELD, THOMAS ALBION (who died in Feb., 1857), Albion-fields, Islington. Creditors to come in and prove their debts or claims on or before Nov. 5, at V. C. Stuart's Chambers.

STILES, WILLIAM (who died in April, 1857), Coppersmith, 23 Lisle-st., Leicester-sq. Creditors to come in and prove their claims on or before Nov. 1, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

FRIDAY, *July* 31, 1857.

FURSDON MANOR MINE COMPANY.—V. C. Wood has peremptorily ordered a call of 10s. per share to be made on all the contributories of this Company; and that each contributory, on or before Aug. 6, pay to W. Turquand, the Official Manager, at 13 Old Jewry-chambers, the balance (if any) which will be due from him after debiting his account in the Company's books with such call.

Scotch Sequestrations.

TUESDAY, *July* 28, 1857.

HAYNES, ROBERT, late of 6 Symond's Inn, Chancery-la., now residing at 10 South Hanover-st., Edinburgh. Aug. 4, at 3, Stevenson's Rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* July 22.

M'ARTHUR, ALLAN, Merchant, Inveraray. Aug. 5, at 4, George Hotel, Inveraray. *Seq.* July 23.

STEPHEN, WILLIAM (deceased), Shipbuilder, Arbroath. Aug. 5, at 1, White Hart Hotel, Arbroath. *Seq.* July 25.

FRIDAY, *July* 31, 1857.

DEWAR, WILLIAM FORREST, Slater, 184 Gallowgate-st., Glasgow. Aug. 11, at 2, Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 20.

FRASER, ALEXANDER, Boot and Shoe Maker, Perth. Aug. 11, at 1, Procurators'-library, County-bldgs., Perth. *Seq.* July 29.

LUMSDEN, JAMES (James Lumsden & Co.), Warehouseman, Glasgow, August 11, at 2, Glasgow-stock-exchange, National-bank-bldgs., Glasgow. *Seq.* July 29.

WATT, Captain WILLIAM, sometime of the Hope, Banff, at present a prisoner in the prison of Aberdeen. Aug. 4, at 12, Royal-hotel, Union-st., Aberdeen. *Seq.* July 27.

WYNESS, ALEXANDER, Butcher, Inverary. July 31, at 2, at John & Anthony Blaikie's, Advocates, Aberdeen. *Seq.* July 22.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 8, 1857.

THE PROBATES BILL.

The Bill to amend the law relating to Probates and Letters of Administration, as amended in committee, has now assumed the shape in which it will in all probability be enacted. It will be, therefore, not without use to glance at its provisions, and to see what alterations it proposes in the existing law. Its preamble discloses its main feature—viz. that all jurisdiction in relation to the grant and revocation of probates of wills and letters of administration in England is, for the future, to be exercised in the name of her Majesty by one court. Its first effect, then, will be to put an end to the present system of prerogative, diocesan, peculiar, manorial, and other courts; and, in their stead, to substitute one Court of Probate in London, which is to be presided over by one judge, who is to be also the judge of the Court of Admiralty, when that office next becomes vacant. District Registries are to be established throughout England and Wales, in convenient localities, where probate and administration may be granted in common form, in cases where it appears by affidavit of the person applying for the same, that the testator or intestate had a fixed place of abode within the district; and such probate or administration is to have effect over the personal estate of the deceased in all parts of England; but the district registrars are not to make a grant in any case where there is contention, or where it appears that it ought not to be made in common form. In all cases of doubt, a statement is to be laid before the judge of the Court of Probate, who is to direct the registrar how to proceed; or, if he think fit, to forbid further proceeding in the matter before the district registrar, leaving the party applying to resort to the Court of Probate; or, if the case be within its jurisdiction, to a county court. In consequence of the greatly increased operation given to local grants, a precautionary clause has been added in committee, requiring the district registrar to give immediate notice to the metropolitan registry of every application to him; and no grant is to be made until a certificate shall have been received that no other application has been made in respect of the goods of the same deceased person.

Another safeguard against fraud will be a registry of caveats in London and throughout the country. Every caveat lodged at the metropolitan registry will be notified to the registrar of the district in which the deceased resided, while the caveats lodged in all the country registries will be communicated to London. The original wills are to be filed in the district registries, but lists of the grants are to be furnished at least every month to the principal registry in London. County courts will have jurisdiction to decree the grant or revocation of probate or administration in all cases where the personalty is under £200 (without deducting anything on account of debts due by the deceased), and the real property is under £300, whereupon the grant or revocation is to issue from the district registry—a right of appeal to the Court of Probate being reserved for the benefit of dissatisfied parties.

The Court of Probate will be invested with all the powers, in relation to the personal estate of deceased persons, which the Prerogative Court has now, but will have no jurisdiction in suits for legacies, or for the distribution of residues. In contentious matters, witnesses are to be examined, where their attendance can be had, in open court; and where parties verify their cases by affidavit, they will be subject to oral cross-examination. Following the very useful precedent introduced into courts of equity by the Chancery Amendment Act, power is given to the judge of the Court of Probate to obtain the assistance of common law judges; and the court is, moreover, to have a power which a future Chancery Amendment Act may advantageously confer upon courts of equity—viz. it may cause questions of fact to be tried by a jury before itself. It will also be able to direct issues to courts of law, in the same manner as an issue may now be directed by the Court of Chancery. It appears to be settled that the House of Lords is to be the Court of Appeal. When the Bill originally came before Parliament, it was proposed that the appeal should be to the Privy Council, which we should have considered, upon the whole, a more satisfactory tribunal; but inasmuch as the number of cases that will be brought before the final Court of Appeal will probably bear an extremely small proportion to the mass of business, the constitution of that court is not a matter of very great moment. And after the ample discussion which has been bestowed upon that subject, in reference to the appeals not only from our own courts of common law and equity, but also from the Irish and Scotch tribunals, it is to be hoped that another session will not pass before the highest Court of Appeal in all these cases, and also in cases arising under the new jurisdictions to be created by the Probate and Matrimonial Causes Acts, will be satisfactorily constituted.

The Probates Bill, as it now stands, gives to the proctors the monopoly of the common form business, and only permits solicitors to share in litigated cases; but after the announcement of Mr. Malins on Monday evening, that the proctors were prepared, on being adequately compensated, to give up all their exclusive rights of practice, and the explicit understanding to that effect on the part of the Government, it appears now to be finally arranged that all the business of the Court of Probate will be thrown open to the profession generally. As Sir R. Bethell quaintly expressed it, proctors will henceforth be reduced to the level of solicitors, though, in all probability, the effect of their long experience in the business of the new court will be to retain the new business, to a great extent, for some time in their hands. The ultimate result to the public will be highly beneficial. There will no longer be any necessity for employing two professional men to do work which may as well be accomplished by one. The expense and inconvenience arising from the rule as to *bona notabilia* will be abolished. Where no contention exists, a probate or administration in common form may be obtained at a comparatively trifling cost, in the locality where the testator or intestate resided at the time of his death, and they will have effect all over England, without any further grant from the metropolitan court. Original wills may be inspected on the spot by persons desirous of investigating their contents; and such persons will always have convenient and inexpensive means of resisting grants, when they are interested in doing so. Litigants will have the satisfaction of appearing before a tribunal which accords with the feelings and usages of the age, and

where there will be no cloak of secrecy offering an invitation to fraud. The procurement of probate and administration will no longer be a bugbear to the representatives of those whose fortunes would now be hardly sufficient to meet the necessary expenses of such a step. The County Courts will supply facilities for the comparatively poor; and not the least of all the benefits which will accrue to the nation by the passing of this most useful measure, will be the substitution of one intelligible and well organised jurisdiction, with a practice suggested by common sense, and the experience of other tribunals, for the jurisdiction and authority of all the "Ecclesiastical, Royal Peculiar, Peculiar, Manorial, and other Courts and Persons," that now grant and revoke probate and letters of administration of the preperty of deceased persons in this country.

ASSIGNING COUNSEL TO PRISONERS.

From causes sufficiently familiar to all professional men, criminal law is at a discount in England. Little money is to be got out of prisoners, and less glory. When a pickpocket gets, as he calls it, "into trouble," his friends, including more especially the landlord of the public-house which he principally uses, get up a raffle or a subscription, and raise a couple of pounds for his defence. Of this *peculium* two of the lowest representatives of the two branches of the legal profession receive respectively 1*l.* 3*s.* 6*d.* and 16*s.* 6*d.*—the one gentleman for handing to the other a copy of the depositions, and the other for trying to persuade twelve good men and true that the gentleman who felt "my unfortunate client" too near his pocket, the policeman who saw him break away with the prosecutor's watch in his hand, and the pawnbroker to whom he wished to sell it, are all the victims of an unexampled and unaccountable delusion. This, as our readers well know, is too often the prosaic version of that high function of protecting innocence which is sometimes ascribed to the profession of advocacy. That able and high-minded men should shrink from the coarseness, the lying, the contact with all sorts of petty, stupid, and repulsive vice which is involved in criminal practice, needs no explanation. Perhaps nine-tenths of the prisoners who enter the dock at sessions or assizes are guilty—certainly five-sixths are convicted; and in a large proportion of cases there is really no substantial question at all to leave to the jury. To be much concerned in defending prisoners is not a very enviable reputation either for an attorney or for a barrister of any considerable ability or experience. It is, for the most part, the resource of an inferior class of attorneys and of barristers, who are either just entering upon practice, or are not qualified for its higher branches. We must, however, admit that the subject has its important as well as its vulgar side. Criminal law, though in bad professional odour, is after all a very important thing; and it must be admitted that few more dreadful calamities can happen to any one than the unjust loss of liberty, or sometimes of life. It is so grave a matter to deprive a man of either, that it should only be done with the very greatest circumspection. It is now more than twenty years since the law in this country recognised the theory, adopted by every other civilised nation, that prisoners ought to be allowed to defend themselves by counsel in cases of felony; but we are still far from having raised the practice to the level of the theory. Our whole conception of criminal law is based upon the doctrine that a trial is only a sort of action; and that, so long as the prisoner has fair play allowed him, he has no one but himself to thank if his defence is not properly conducted. The fact that it is a misfortune to the State to convict an innocent man is one to which our criminal procedure gives little prominence. The utmost that it will do for such a person is to allow him full liberty to avoid conviction.

We have been led into these remarks by observing, that, in no less than three recent cases of murder, the depositions were handed down by the presiding judge to counsel who happened to be present in court, with a request that they would defend the prisoners. One of these was the case of a man who shot his sweetheart at Chatham; another, that of a prisoner accused of poisoning his grandchild with phosphorus in Cornwall; and the third was the case of the wretched Bacon, convicted at Lincoln of an attempt to kill his mother. In the first case, the facts were so clear and simple, that, in all probability, no human skill could have produced the slightest effect upon the result. Of the other two, one terminated in an acquittal, and the other in a conviction. Let us consider whether the course taken—and it must be remembered that no other was open to the presiding judges—was just either to the prisoners or to society. The Cornwall case involved one of the most delicate scientific questions that could well occur in a court of justice. Poisoning with phosphorus is an incident of the rarest occurrence; and it was stated in evidence that only ten cases of the kind were on record. When we remember the conflict of scientific evidence which took place upon Palmer's trial about poisoning with strychnine, is it possible not to feel some scepticism about the value of the testimony of a single scientific witness, cross-examined by a gentleman who cannot be presumed to have paid special attention to such subjects, and who was only instructed by a set of depositions handed to him, perhaps, a few minutes before the trial began? Bacon's case, though simpler in a scientific point of view, was one which required the most cautious consideration in other respects. The ablest and most experienced advocate would have wished for time for mature reflection before he decided upon the line of defence to be adopted; and legal difficulties of some complexity were involved in the question whether the madness of the prisoner's wife and her reported confessions of guilt could be made available for his defence. All these questions the gentleman who was called upon to defend had to solve as well as he could on a few minutes' warning. The possibility of such occurrences betrays a considerable defect in the administration of the law.

We are well aware of the practical difficulties of remedying completely such a state of things; but we cannot help thinking that with care and contrivance considerable use might be made of a principle which is acted upon in France to a very great extent. Mr. Jones's "History of the French Bar," which we reviewed some time since, informs us that in France the governing body of the Faculty of Advocates possesses the right of calling upon any member of the profession to defend any prisoner gratuitously; and that it would be considered in the last degree discreditable in any one so called upon to refuse his services. We do not see why arrangements might not be made by which the power of proceeding *in formâ pauperis* might be extended to criminal as well as to civil causes. It seems something more than absurd, that, whilst a man may have professional assistance as a matter of charity in enforcing a claim to property, he cannot have it in a matter involving life or liberty. The practice of assigning counsel in capital cases shows clearly, that, on such occasions at least, prisoners are not considered competent to defend themselves; and it would surely be better to do systematically and thoroughly what is at present done most imperfectly.

A great collateral advantage of such an arrangement would be, that it would give young barristers an opportunity of enabling attorneys to judge of their powers. The absence of any such opportunity is a serious evil to both branches of the profession. The existing system unavoidably throws criminal business into the hands of a low class of practitioners, whose arts, whichever branch of the calling they may belong to, have a strong tendency

to bring the calling itself into disrepute. If counsel and (in cases requiring the preparation of evidence) attorneys were assigned to prisoners by the court, many discreditable scenes would cease, and the whole tone of the administration of criminal justice would be raised. A discretionary power of allowing expenses, vested in the court, would hardly be liable to much abuse. A county ought not to grumble at having to pay a few pounds to those who saved them from the calamity of hanging an innocent man.

Legal News.

The eight Bills purporting to consolidate certain branches of the criminal law, which were introduced to the House of Lords only a few days ago, and were passed through that House with somewhat singular haste, were last night, or rather this morning at half past one o'clock, withdrawn in the House of Commons by the Government. They will no doubt be again brought forward next session, and we hope early enough to allow full discussion of their merits or demerits. Meanwhile it will be desirable for the law officers of the Crown to consider how far the Statute Law Commissioners are to undertake the work of amending and altering the laws which they attempt to consolidate. If the Bills which have been thus withdrawn were merely a consolidation of those branches of the law to which they relate, there would have been no difficulty, even at the last moment, in enacting them.

It is now more than a month since the Equity Committee of the Incorporated Law Society presented to the Council a Report on complaints of delays and defects in several of the offices of the Court of Chancery. This Report was adopted by the Council; and it was resolved to transmit a copy to the Lord Chancellor, and to solicit his consideration of it; and we believe that his Lordship has promised his attention to the Report. We are this week enabled to place before our readers the substance of this most important representation; and it is well that we have the opportunity of doing so while Parliament is still sitting, so that it may be known what is the opinion of solicitors as to the efficiency, actual and possible, of the Court, and what has been done and is now doing by them to bring about most salutary reforms. The Committee refer to a Report made by them on Dec. 2, 1851, which was submitted to the Chancery Commissioners, and has been laid before Parliament. Many of the recommendations of that Report were subsequently adopted by the Legislature; but the most essential feature of it was the appointment of four additional judges to work out the scheme proposed, and this part of the plan of the Committee was disregarded. It is believed that experience has abundantly proved the wisdom of the advice thus offered by the solicitors in 1851, and that the obvious remedy for many serious existing evils is to be found in an immediate increase of the staff of judges.

In the words of the Report, "the success of one of the greatest improvements ever made in the practice of the Court is imperilled by the present state of business in the Judges' Chambers, and an immediate remedy is required." This, be it observed, is the deliberate opinion of a committee of solicitors extensively engaged in business, who must surely be the best possible authority both as to the existence of the defect and as to the means of curing it. The business of the Court has increased largely since 1852, and it must continue to increase from year to year. Indeed, if the improvements now suggested, and others which will readily occur to the experienced practitioner, were adopted, the growth of business would be accelerated to an extent hardly calculable. The fact is, that the Court enlarges its functions every year in spite of the unpopularity it has inherited, and of the clogs which were unfortunately placed upon the working of the reforms of 1852. But these augmented duties have been hitherto discharged by a smaller judicial and official staff than existed under the old system, which was so justly reprobated. Before 1852 there were four judges to make decrees, and ten masters to work them out. Now, there are no masters. The judges both make and work out decrees. But while the business of the Court has increased, the number of judges remains the same. And further, in place of ten chief clerks of masters, there are now only eight chief clerks of judges. It is, of course, quite vain to expect that the judges can do the work imposed upon them; and the delegation of judicial functions to the clerks can scarcely have been contemplated by the Legislature, and certainly will not satisfy the suitors. We commend to the public attention the remarks of the Equity Committee on this subject, believing that the conclusion from them is inevitable in favour of the appointment of four new judges, and probably also of additional chief or other clerks. When Parliament re-assembles the Government ought to be prepared to ask for the necessary authority to make these improvements, so that the Court of Chancery may at length emerge from the cloud of prejudice under which it has been so long regarded, and may attain the full measure of utility of which its system is capable when not weakened by unwise arrangements.

It will be seen that the Report deals also with the Taxing-Masters' and the Accountant-General's offices; and just at this moment the complaints embodied in it will be echoed by many a practitioner who is feeling the full force of the grievances animadverted upon by the Committee. There can be no doubt whatever of the crying necessity which exists for the appointment of additional taxing-masters. The possibility of assimilating the proceedings of the Accountant-General's office, to a very great extent, to those of the Bank of England, may not, perhaps, be evident to a judge who has never entered the office, or to a clerk who has never left it; but no man of plain sense and business habits who looked into the question would hesitate one moment in his conclusion on it.

The following is the substance of the Report:—

The Committee, having considered a statement relating to the present mode of transacting business in several offices of the Court of Chancery, submit to the Council of the society the result of their deliberations, founded as well on their own experience, as on the information they have received from other solicitors, of whose assistance the Committee have availed themselves.

The Committee beg leave to refer to the Report made by this Committee to the Society, dated the 2nd day of December, 1851, in which the defects then existing in the practice and proceedings of the court were fully pointed out, and accompanied by detailed suggestions for removing those defects. (*Parliamentary Paper*, No. 216, March 30th, 1852.)

That Report was submitted to her Majesty's Commissioners "for Inquiring into the Process, Practice, and System of Pleading in the Court of Chancery," and many recommendations contained in it were adopted by the Commissioners, and carried into effect by Acts of the Legislature and Orders of Court; but, notwithstanding the improvements thus effected, very serious complaints have for some time past been made by the suitors in Chancery and the solicitors, in consequence of the impediments to the transaction of business at several of the offices.

The Committee limit their present Report to those three offices which appear to them to require more immediate attention, viz.—

1. The Judges' Chambers.
2. The Taxing Masters' Offices.
3. The Accountant-General's Office.

1. *The Judges' Chambers.*

In their Report, already referred to, this Committee expressed their opinion, that, in order to the satisfactory transaction of the business then proposed to be performed by the judges in chambers, it was desirable "That four new judges should be

appointed, one of whom should be attached to each of the present courts of the Master of the Rolls and the Vice-Chancellors, so that each court shall have two judges, and that each judge should sit three days in court and three days in chambers; so that the Bar would be kept employed by four judges sitting constantly in court; and four judges would be always sitting in chambers, working out (with their officers) the details of their cases."

It was with great regret that this Committee found, that, although the Commissioners and the Legislature adopted a plan by which business was intended to be transacted by the judges in chambers, they did not think it necessary to appoint more judges to do the extra work thus thrown upon them; while, at the same time, they gave to the existing judges a staff, which, though composed of most competent persons, is quite inadequate in strength to the performance of the duties devolving upon them.

The Committee recommend that a respectful but earnest communication should be at once made to the Lord Chancellor, pointing out to him that the success of one of the greatest improvements ever made in the practice of the court is imperilled by the present state of business in the judges' chambers, and that an immediate remedy is required, which this committee unanimously consider will not be effectually attained, except by adopting their former recommendation of 1851, and appointing additional judges.

A comparison of the present and former staff of the court, and of the present and former quantity of actual work done (or to be done), will show how inadequate is the strength of the present staff for the duties to be performed by the judges and chief clerks in chambers.

Previously to the alterations in 1852 there were, in addition to the four judges, ten masters and ten chief clerks, whose whole time was devoted to the business of their office; at present the four judges, already overworked, attend in chambers for an hour or two only twice or three times a week, while the rest of the business in chambers has to be performed by the eight chief clerks, part of whose time is necessarily occupied before the judge when he attends in chambers.

The jurisdiction now exercised in chambers comprises a great variety of matters over which the masters had no power, so that from this cause, and the great increase of the business of the court, owing to the improvements in its general practice and proceedings, and the continued accumulation of property, the judges in chambers and their chief clerks have to transact, with a diminished staff, a far larger quantity of business than devolved on the masters.

The chief clerks are most efficient officers of the court, and their acquaintance with details which their previous practice as solicitors has given them, enables them, under the direction of the judge, to dispose satisfactorily of a very large amount of business; but there are many matters now determined by the chief clerks, involving important questions in dispute between parties, and the exercise of considerable responsibility, which it would be much more satisfactory to the suitors and their solicitors to have decided by the judges themselves.

It should also be noticed, in considering the practice of the court, that although so large a portion of its business is administrative, and not contentious, an amount of decision is constantly required to be exercised in chambers with respect to the suitors and their solicitors, in order to the dispatch of business, for which the personal authority of the judge, and means of frequent and ready access to him, are absolutely essential; and that it is highly important to the regularity of the proceedings in chambers, that the solicitors should attend as much as possible in person, which they would do to a much greater extent than at present if the judges themselves could attend at suitable times.

While, however, the judges are limited to the present number, it is impossible to expect them to do more work at chambers than they do now; they have the same amount of court business as they had before the alterations; the chamber business is so much extra labour imposed on them, and the only time they can devote to it, is after the court has risen (about half-past three or four o'clock). The mind of a judge has then been occupied for five or six hours in hearing and deciding upon the arguments of counsel, and he is bodily and mentally fatigued; and after all, he cannot give up more than six or eight hours a week, which are quite insufficient for the purpose. The hours, too, at which the judges attend chambers (just before post time) are most inconvenient to solicitors, who have themselves been engaged all the morning, and have to write their letters on the business of the day. Under these circumstances, it is too much to expect that the judge can devote to the business at chambers the energy and time that are necessary, or that the solicitors (who, as well out of respect to the judges as for the interests of their clients, would, if practicable, attend in person) should, except on some urgent occasions, neglect their daily correspondence in order to wait at chambers, as they are sometimes obliged to do, until six or seven o'clock, before the judge can be seen.

This Committee, therefore, beg to repeat the recommendation contained in their Report of the 2nd of December, 1851—viz. "That four new judges should be appointed, one of whom should be attached to each of the present courts of the Master of the Rolls and Vice-Chancellors, so that each court should have two judges, and that each judge should sit three days in court and three days in chambers."

To this recommendation they would add a suggestion, that the judges attached to each court should be enabled, with the concurrence of the Lord Chancellor, to appoint additional chief or other clerks in their chambers, whenever the state of the business before them rendered such appointment necessary.

The appointment of these additional judges would have the further advantage of rendering it practicable, in those cases in which *viva voce* examinations of witnesses take place, to conduct the examination before the judge who hears the cause, and thus remove the very serious objection, still continuing, to the mode in which evidence is taken *viva voce* by the court.

Another great advantage, too, would be the attendance of counsel in the judges' chambers in cases of sufficient importance to require it. The members of the bar do not attend the chief clerks of the judges, but they would attend the judges themselves in chambers.

2. *The Taxing-Masters' Offices.*

The accumulation of business in the offices of the taxing-masters is such, that, at present, appointments to tax bills of any considerable length or importance cannot be obtained except at a distance of several weeks. In the numerous class of cases in which creditors and legatees are interested, it almost invariably happens that the costs of the suit must be taxed, before the debts or legacies can be paid, and the delay in payment caused by the time lost before the taxation can be completed, is of the most serious consequence to the parties interested and those dependent upon them. Towards the close of the offices for the vacations, it frequently happens that the taxations are not completed in time to obtain the money from the Accountant-General, and the parties and their solicitors are kept out of their rights till the re-opening of the office. It is submitted that additional taxing-masters should be at once appointed.

3. *The Accountant-General's Office.*

In the office of the Accountant-General an improved system is urgently required. There seems no reason why the suitors should not have their business transacted with punctuality and despatch equal to that with which the business of the public is transacted by the Bank of England.

The contrast between the Bank of England and the Accountant-General's Office is most remarkable. Except for four days in the year, and during the time when the transfer books are shut for the dividends, the Bank is open for the transfer of stock at three hours' notice every day in the week; on four days without fee; on the other two days on payment of a very trifling fee. The Accountant-General's Office is close shut for vacations, averaging 102 days in the year, of which 36 days are not part of the long vacation; and these 36 days occur at the very busiest periods of the whole year. When the office is open, the Accountant-General transfers stock on two days only in each week: he requires at least three days' notice before he acts upon the order for transfer or sale of stock; and his clerks take two days more after the stock is sold to prepare the draft for the money. The result is, that the suitors have to wait at least five days to get business done through the Accountant-General, which the public, through the Bank, gets done within a few hours, or, at the most, in one day. The suitors are also subjected to an additional day's delay and additional expense, in consequence of the registrar's directions being required, besides the order of the court, in all cases of transfer or sale of stock, which, it is submitted, is a useless form, and ought to be abolished. A power of attorney also, which, if bespoken at the Bank before twelve o'clock, can be obtained the same day, cannot be procured from the Accountant-General's Office in less than two or three days; and at the busiest period of the year, when despatch is of the utmost moment to the suitor, a longer time is required. In addition

to this, the execution of the power of attorney has to be verified by an affidavit, while no such verification is requisite for a Bank power.

The extent and magnitude of the business transacted by this office of the court is apparent from the fact that the gross amount of funds under its control is upwards of £60,000,000, that the average annual receipts amount to about £7,000,000, and the annual average payments to about the same sum.

The loss and inconvenience now sustained by the suitors, under the present system of management, render it highly desirable that a new system should be introduced; and this object would be attained in the easiest and most effectual way, by converting the office at once into a branch of the Bank of England, and placing in it some competent persons acquainted with the routine of common banking, so that the business of the suitors may be transacted in the time ordinarily occupied by similar business, and (except during the long vacation, which it is not proposed to abolish) the days and hours of attendance may be assimilated to those of the Bank of England, a fair increase of the clerks' salaries being allowed.

It is at the same time submitted that the office should continue open for at least ten days longer than at present, after the court rises for the long vacation—the time now allowed for carrying out the orders of the court for the sale or transfer of stock, and payment of money, after the court has risen, being quite insufficient for the purpose.

The committee have had under their consideration several communications which have been made to them relating to other offices of the court; but at present they recommend to the council, that the suggestions to the Lord Chancellor should be confined to the more urgent and important matters to which they have referred.

CASE OF MISTAKE AS TO IDENTITY.

Thomas Warr Simeon was tried at the Exeter Assizes, on Saturday last, for forging a bill of exchange for the payment of 80*l.* 10*s.*, with intent to defraud.

Mr. Serjeant *Kinglake* and Mr. *Poulden* were counsel for the prosecution; and Mr. *Collier* and Mr. *Coleridge* defended the prisoner.

This was an indictment preferred at the instance of the Admiralty, and created the greatest excitement in consequence of the high respectability of the accused.

It appeared, that, on the 13th of May last, shortly before 4 in the afternoon, a person in the dress of a mate in the navy went into the Devonport Bank and tendered a bill of exchange, apparently drawn by a paymaster of the ship Vixen upon the Admiralty for 80*l.* 10*s.*, and asked for cash. The clerk gave him change for it, partly in Bank of England notes and partly in gold. The bill purported to be certified and approved by the proper officers of the ship in the usual manner. The party received the money, and without counting it put it in his pocket and walked away. The whole transaction did not occupy more than three minutes. The bill was sent to London in the regular manner, and it was discovered that all the names were forged. There were such persons filling the different offices in the ship, but they were all incorrectly spelt. Information was sent into the country. One of the three clerks in the bank on the 19th of May saw a person he believed to be the one who had obtained the money going past the Bank. He endeavoured to get out in time to stop this person, but the door being locked, he was prevented getting out for some time, and the person escaped. On the following day, however, one of the clerks and a messenger of the bank, accompanied by Mr. Eastlake, the solicitor to the Admiralty at Plymouth, and the superintendent of police, went on bard the Cordelia ship, lying in Plymouth Harbour, and the clerk and the messenger picked out the prisoner as the person who had brought the bill of exchange. The prisoner was called into the captain's cabin, and told what the charge against him was; he instantly denied all knowledge of the matter, and declared that he did not even know where the bank was, and had never been in it. The prisoner was searched, but nothing of consequence was found upon him. He was at once taken into custody, and was then taken to the bank, and the other clerk immediately declared that the prisoner was the person who had been at the bank. None of the witnesses had ever seen the prisoner at any other time. The two bank clerks and the messenger now stated it to be their belief that the prisoner was the man; they had little doubt about it. It turned out that by some means a great many of these bills of exchange, the greater portion of which are printed, had been obtained from the waste-paper office of the Government, and several of them had been presented in London and other parts with all the names forged. The present bill was said to be a very clumsy forgery. A curious circumstance was stated during the trial. A master in the navy, who was called to prove that one of the names was a forgery, stated that last Wednesday evening he was introduced to the prisoner at Exeter, and on the following morning he stopped the prisoner, and asked him if he had not breakfasted that morning at the New London Inn. The prisoner declared he had not done so; but the witness said, he was positive he had, and so positive was he, that he would have sworn that he was the person until the actual gentleman was pointed out to him, and he then saw the mistake; that person he now pointed out in the court, and he certainly very much resembled the prisoner.

Mr. *Collier*, in his address to the jury, pointed out the danger of relying too much upon evidence of identity when the party had only been seen for three minutes, and where there was nothing to attract the attention of the witnesses at the time. The learned counsel also related a circumstance that had occurred to himself only last week, when a gentleman had met him in London, and referred to a conversation which he said he had had with him that afternoon. Mr. Collier told him he had not seen him before that day. The gentleman still persisted that the conversation with him had taken place, but he assured him that at the time he referred to he was dining in the House of Commons with four members of Parliament. The learned counsel then said that on the present occasion, most fortunately for the prisoner, he should be able to show most clearly that he could not have been in the bank at the time, and that he was perfectly innocent of the crime imputed to him.

The son of Sir Francis Collier, Mr. Cardale, and Mr. Wogan, all midshipmen in the navy, were called, and they accounted for the time at which this offence was committed, and clearly showed that Mr. Simeon was with one or other of them from 3 o'clock till past 4 in the afternoon of that day, making it clear that he could not have been at the bank. Other witnesses were also called, who corroborated these gentlemen, and clearly proved the innocence of Mr. Simeon.

Verdict, "Not Guilty."

Every one appeared to be perfectly satisfied with the result, and of the innocence of this young gentleman.

Messrs. *Eastlake*, of Plymouth, conducted the prosecution, and Mr. *Elsworthy* the defence.

We understand that James Coppock, Esq., has been appointed to the treasurership of the Kent County Courts, vacant by the death of the late W. F. A. Delane, Esq.—*Globe.*

The Lord Chief Justice of the Court of Common Pleas has appointed Mr. Daniel Dunnett, solicitor, Uttoxeter, to be a perpetual commissioner for the county of Stafford for taking the acknowledgment of deeds by married women.

Recent Decisions in Chancery.

Creditors' Suit—Future Debt—Calls.

Wentworth v. *Chevell*, 5 W. R. 743.

This suit was instituted by creditors for the administration of the estate of a person who was the holder of shares in the Norfolk Estuary Company. After the usual decree, calls were made by the company. In the Master's report, no provision was made for the payment of future calls. The only question of importance in the cause was, as to these future calls, whether provision ought to be made for their payment before the distribution of the testator's estate among the simple contract creditors. It was scarcely disputed that the calls which had been made were specialty debts. "With respect to the claim for future calls," said V. C. *Kindersley*, "it was remarkable that no reported case could be found in which the Court had made provision for future calls. The principle was this:—If there was a debt due, but not payable immediately (as against creditors), the Court would make a provision for it as a *debitum in præsenti solvendum in futuro*; but if there was a liability to pay under a certain contingency, the Court made no provision for such a debt, but distributed the fund amongst the simple contract creditors, without waiting to ascertain whether the liability would ever accrue. The true rule was laid down in *Read* v. *Blunt* (5 Sim. 567)." In *Read* v. *Blunt* the testator had entered into a covenant with the plaintiff, for securing to him an annuity for his life, and had executed a warrant of attorney as a further security, but judgment had not been entered up. The plaintiff asked that the executors might be

ordered to set apart a sufficient portion of the assets to answer the future payments, the annuity not being in arrear. The Vice-Chancellor of England refused the relief asked, upon the ground stated above. "The executors," said his Honour, "may, by law, the day before an instalment of the annuity becomes due, apply the whole of the assets to pay the simple contract debts. The case of a bond is different; for, when the condition is broken, the whole penalty is due."

Hawkins v. *Day* (2 Ambl. 803) is a well-known authority to the effect that payment by an executor of simple contract debts before breach of condition is good; and Lord *Hardwicke* there observed that the rule had then been established for above a hundred years. "If a conusor or obligor die," said his Lordship, "leaving simple contract debts, and the covenants are not broken, and consequently no debt accrued upon a breach, it is a good administration to pay simple contract debts." If the company in which the testator held shares were being wound up by the Court under the Winding-up Acts, and the executors were placed on the list of contributories, it has been held (*Robinson's Executors' Case*, 5 W. R. 126), that the calls made by the Master or the Chief Clerk would not constitute a specialty debt, even though the calls which might have been made under the deed executed by the testator would have been so. This case, however, though decided by the Court of Appeal, assisted by common law judges, was acquiesced in by both the Lords Justices, with great doubt and hesitation.

STAT. 6 ANNE, C. 18—CESTUI QUE VIE.

Meyrick v. *Lawes*, 5 W. R. 746.

The Master of the Rolls was moved, in this case, to make an order, under the above statute, for the production of a *cestui que vie*; but his Honour declined to make the order, on the ground that the statute gave him no jurisdiction. The statute, in terms, authorises only the Lord Chancellor, Keeper, or Commissioners for the custody of the Great Seal of Great Britain for the time being, to order the production of a *cestui que vie*. There are two reported cases, however, in which a Vice-Chancellor has made such an order—viz. *In re Lingen* (12 Sim. 104), and *In re Clossey* (2 W. R. 183). In the former case, the Vice-Chancellor of England, and in the latter, V. C. *Stuart*, entertained no doubt that they had power, under the statute, to make the order. It does not appear that the attention of the Master of the Rolls was called to these authorities, or that any doubt was suggested to either of the Vice-Chancellors as to their jurisdiction. There is no question that the statute itself does not enable any judge besides the Chancellor, Keeper, or Commissioners of the Great Seal to make the order; the jurisdiction of the other equity judges, therefore, depends on the subsequent statutes, creating new judges in equity, and otherwise modifying the exclusive jurisdiction of the Lord Chancellor.

POWER, EXECUTION OF, BY PREVIOUS WILL.

Cofield v. *Pollard*, 5 W. R. 774.

This case follows the decision of the Vice-Chancellor of England, in *Stillman* v. *Weedon* (16 Sim. 26), and both are authorities, that, by the combined operation of the 24th and 27th sections of the Wills Act (1 Vict. c. 26), a will, though made before the creation of a power, may be a good execution of it. Upon the words of those two sections, the contrary of this proposition is hardly arguable; but, taking into account the state of the law before the Act was passed, there is little doubt that it was not the intention of the Legislature that those sections should have such an effect. According to the authorities before the Act came into operation, a general bequest was not an execution of a general power, unless the intention of the testator to execute was shown by some reference either to the power itself, or to the property which formed its subject-matter. It would, therefore, have then been impossible, in any case, to have executed a power by a previous will. The most probable intention of the Legislature was merely to do away with the effect of these decisions, so far as they required such specific reference to the power or its subject-matter, but not to enact that general words of gift contained in a will were to operate constructively as an execution of a subsequent general power, it being impossible that such an instrument could be an actual and express execution of the power, it having been made before the power itself came into existence.

BANKRUPTCY—ORDER AND DISPOSITION—REVERSIONARY INTEREST.

Re Rawbone's Will, 5 W. R. 796.

In this case, *Wood*, V. C., previous to the decision of the Lords Justices in *Bartlett* v. *Bartlett* (5 W. R. 541), had held that a reversionary interest was not within the order and disposition clause (s. 125) of the Bankrupt Law Consolidation Act, 1849; but after their Lordship's decision, his Honour desired the present case to be re-argued before him. The facts were shortly these:—Mr. Rawbone, being entitled to a reversionary interest under his father's will, became insolvent in 1841, and made no mention of this interest in his schedule. In 1854 he became bankrupt, and in 1856 the reversion fell into possession, when the assignees in insolvency and in bankruptcy both for the first time heard of its existence. It being clear, since the decision in *Bartlett* v. *Bartlett*, that the reversion was within the order and disposition clause, the only remaining question was, whether it was within the order and disposition of the bankrupt at the time of the bankruptcy, "with the consent of the true owner"—in this case, the assignee in insolvency. The Vice-Chancellor held that it was not, on the ground that the assignee in insolvency had no means of arriving at the knowledge that the insolvent was possessed of the property, and, therefore, that he could not have given his consent to its being within the insolvent's order and disposition.

EXONERATION—LIEN FOR UNPAID PURCHASE-MONEY.

Hood v. *Hood*, 5 W. R. 747.

The question in this case turned upon the 17 & 18 Vict. c. 113, the 1st section of which enacts, that when any person dies seised of or entitled to any estate or interest in land, which at the time of his death is charged with the payment of any money by way of mortgage, and such person has not by his will, or other document, signified a contrary intention, the heir or devisee is not to be entitled to have the mortgage debt discharged out of the personal or other real estate of such person, but the land so charged shall be primarily liable to pay the mortgage debt. In *Hood* v. *Hood*, there was a contract to purchase freehold land, a deposit having been paid. Before the completion of the purchase, the intended purchaser died intestate; and the heir at law claimed to have the unpaid portion of the purchase-money made good out of the personal estate of the intestate. The personal representative contended that the unpaid portion of the purchase-money ought to be treated as a mortgage under this Act. The only authority referred to was *Sproule* v. *Prior* (8 Sim. 189), which was the case of an uncompleted purchase, and part payment of the purchase-money, at the death of a testator; and the Vice-Chancellor of England there held, after a careful review of the principal cases, that the assets ought to be marshalled, on account of the vendor's lien for the unpaid purchase-money. "The weight of authority," said the Vice-Chancellor, "is abundantly in favour of holding that the lien of the vendor must be subjected to the ordinary rule of marshalling assets." *Stuart*, V. C., considered that the Act did not, in such a case as the present, prevent the payment of the purchase-money out of the personal estate, because it could not be considered that the lien of a vendor was in the same position as that of a mortgagee. "The Act," said his Honour, "took away a right of exoneration which otherwise existed; but in the case of a contract for sale, all that was intended was, that the purchaser should get the real estate, and the vendor his money." We believe that *Hood* v. *Hood* is the first decision on this point, under the 17 & 18 Vict. c. 113. *Swainson* v. *Swainson* (5 W. R. 187), following the old rule as laid down in *Scott* v. *Beecher* (5 Madd. 95), decided, that where a mortgaged estate descended from one who was not himself liable to pay the mortgage debt, the heir was not entitled to exoneration out of his ancestor's personal estate.

PRACTICE IN CHAMBERS—CHIEF CLERK.

In re The London and County Assurance Company, 5 W. R. 794.

An observation of V. C. *Kindersley* in this case, relating to the practice in Chambers before the chief clerk, is worthy of being noted:—"It could not be repeated too often," said his Honour, "that, if a question arose for determination before the chief clerk, either party had a right to the opinion of the judge, even *on the minutest item of account*, although parties very wisely usually left those questions to the chief clerks, who were perfectly competent to deal with them. No doubt it was the discretion of the solicitor not to be unnecessarily dissatisfied with the chief clerk's decision, unless there were matters which deserved the attention of the judge himself." Though there can be no question upon the construction of the Act abolishing the office of master and appointing chief clerks, and of the general orders consequent thereon, as to the right of the suitor to have the decision of the judge himself upon every litigated question that arises in any stage of the suit, a different notion has been growing up, and the practice of moving before

the judge in Court was beginning to be considered the regular course, not merely to vary the chief clerk's certificate, but on interlocutory matters. In the present case, *Kindersley*, V. C., refused, with costs, a motion that a director of the company now being wound up, either should answer a certain question which had been put to him in chambers, or stand committed for contempt. The solicitor of the director requested that the examination might be adjourned before the Vice-Chancellor in chambers, but the chief clerk concurred in the suggestion of the other side, that the matter should be decided in court.

Cases at Common Law specially Interesting to Attorneys.

Taxation of Costs—Distributive Issues.

Treherne v. *Gardner*, 5 W. R., Q. B., 817.

In this case, an important question arose as to the principle on which costs (as between party and party) are to be taxed by the Master, where, there being a distributive issue, the verdict in respect of each item sued for is in favour of one side; but where, nevertheless, the opposite party has, to a certain extent, succeeded in opposing the claim or defence. It was an action brought to recover from the defendants (the lord and steward of a manor) certain sums alleged to have been overpaid by the plaintiff on his admission as tenant of the manor. The declaration was on the money counts, and to the whole of them was pleaded the single plea of "never indebted;" on which issue was joined. At the trial a general verdict was taken for the plaintiff by consent, subject to the opinion of the Court on a special case; and ultimately it was referred to a Master to say how much the plaintiff was entitled to recover. In the result the plaintiff recovered *something* in respect of each item he had claimed in his particulars of demand. The Master, however, allowed costs to the defendants where certain of those items in respect of which the plaintiff did not recover the whole of what he had claimed: and it was to review the taxation made on this principle that the present application was made to the Court.

It was urged, on behalf of the plaintiff, that the defendants, not having had a verdict in respect of any portion of the demand, were not entitled to any costs, inasmuch as the taxing-master had no authority to split the verdict. It was the same thing as if, on an action brought for £50 as the price of a horse, the defendant should be allowed a proportion of the costs of the issue if a verdict for £30 only should be recovered. On the other side, s. 75 of the Common Law Procedure Act, 1852, was mainly relied upon, enacting that all pleas and "other pleadings" capable of being construed distributively shall be taken distributively, it being insisted that the word "pleadings" included counts in a declaration. It was also urged, that, independently of that section, several issues were, in fact, raised on a general plea of "never indebted" to a declaration of money counts by which a variety of distinct items were claimed.

As to the 75th section of the Act, however, the Court said it was inapplicable to the case before them. They held it to be confined to *pleas* and the subsequent proceedings, and not to include the declaration; and they referred to and adopted the observations on this point made by *Jervis*, C. J., in *Gabriel* v. *Dresser* (24 L. J., C. P., 81), where he said "the 75th section of the Act was intended to meet the difficulty which previously existed of dealing with such pleas as payment and set off." Independently, however, of the Common Law Procedure Act, the Court proceeded to give judgment in accordance with the principle adopted by the Master in taxation, on the authority of the well-known case of *Cousins* v. *Paddon* (2 C. M. & R. 547), in which, for the first time, an issue on the plea of "never indebted" was deemed to be distributive, and a verdict for part of the amount claimed entered for the plaintiff, and a verdict in respect of the residue for the defendant—supported by the more recent case of *Welby* v. *Brown* (1 Exch. 770). The general principle laid down by the Court was, that it must, in each case similar to that now before them, be ascertained by the Master whether any and what distinct costs have been incurred as to the part of the issue found for the defendant; and when they can be ascertained to have been incurred relative to the whole issue, to tax them to the defendant, though the plaintiff is entitled to the general costs of the cause. The Court also intimated, in reference to the objection that no judgment had been given or verdict entered for the defendants for any part, so as to entitle them to costs, that this might be remedied (if necessary for subsequent proceedings) by amending the *postea*. The rule was accordingly discharged, but without costs.

It may be observed, that the question whether an issue is divisible or not, depends upon its structure. Should a declaration, for example, allege a breaking and entering of Blackacre and of Whiteacre—closes of the plaintiff—and the defendant pleads that he is not guilty, then, on proof of a trespass committed on Blackacre only, the jury may find the defendant guilty as to so much of the declaration as related to Blackacre, and not guilty as to so much as related to Whiteacre. (See *Sharling* v. *Loaring*, 1 Exch. 375.) In such a case the issue is divisible; and the necessary consequence is, that the defendant is entitled to any costs he may have incurred with regard to Whiteacre. But if the plaintiff declares upon a special contract, and the contract be put in issue, he must prove it as laid. Here the issue is not divisible, and both parties cannot have a verdict.

Compulsory Reference—Practice as to.

Master v. *Hamilton*, 3 Jur., N. S., 722.

In this case the action had been brought by an administrator against the manager of the deceased's estate, under the direction of the Court of Chancery; and on the ground that the question involved therein was one of a disputed account only, application was made to a common law judge to refer it to a Master under the compulsory arbitration clauses of the Common Law Procedure Act, 1854. The Judge refused to make the order, thinking he had no power in a cause sent by the Court of Chancery to be tried at law, in the ordinary way, before a jury. And on the application for a reference being renewed to the Court, it was further alleged, in opposition, that the question involved was in reality one of law, not of account. Ultimately the cause was referred *by consent*, with a direction to the Master, that, if a question of law should arise, he should make an interlocutory report thereon to the Court, who would then dispose of that question; and, if necessary, send the matter again to the Master, that he might go into the rest of the account.

Practice—Several Prisoners—Order of Defence.

Reg. v. *Holman and Poplett*, 3 Jur., N. S., 722.

Some time ago we noticed the case of *Reg.* v. *Thomas & Harris*,* in which Mr. Baron *Channell* gave in his adherence to the alleged rule of practice in criminal trials, that the prisoner who happens to be first named in the indictment should be first called on to make his defence. It appears, however, by the above case, that the judges are not at harmony on this point; for, at the close of the case for the prosecution, the Chief Baron called on Poplett (who happened to be defended by counsel) to make his defence; and, on remonstrance, said, "I do not subscribe to that imaginary rule. Is the order of defence to be determined by the caprice of the person who draws the indictment?"

Breach of Agreement to refer—Application for stay of Proceedings.

Lury v. *Pearson*, 1 C. B., N. S., 639.

A charterparty (between the plaintiff as owner, and defendant as charterer) contained the following stipulation—viz. that any question or difficulty which might thereafter arise out of that charterparty should be decided by arbitration. And it was, by the same charterparty, agreed that the defendant should effect certain insurances on the vessel chartered to be the property of, and to be delivered to, the owners. In accordance with this clause, certain policies on the vessel were effected in the names of the defendants' brokers. On the voyage, the vessel was lost, and the plaintiffs claimed delivery to them of the policies; but the defendants refused, in consequence of their brokers claiming a lien on them. On this an action had been commenced to recover damages for such non-delivery; and an application was now made to the Court for a stay of proceedings, under the 11th section of the Common Law Procedure Act, 1854, which allows that course to be taken, where, in any instrument in writing, the parties thereto having agreed that any existing or future differences between them shall be referred to arbitration, any of them shall nevertheless commence an action against any of the rest in *respect of the matters so agreed to be referred*, but only allows such stay where the court or judge is satisfied that "no sufficient reason exists why such matters cannot or ought not to be referred."

It was now urged, on behalf of the plaintiff, that no question

* Vide *supra*, p. 330.

or difficulty had arisen between the parties *out of the charter-party*; and that, if it were, it was not a case in which the Court would compel the plaintiff to refer. There was no suggestion on the other side that there was any defence to the action; whereas, in *Russell* v. *Pellegrini* (22 L. T. 121)—a case in which the Queen's Bench had stayed proceedings on a similar application, and which was relied on by the defendant—the action had been brought on a charterparty by the shipowner for the freight, and a cross action had been brought by the charterer for damage alleged to have been occasioned by the vessel being unseaworthy.

The Court ultimately declined to interfere, and refused the rule which had been moved for.

Professional Intelligence.

GENERAL ORDER MADE IN PURSUANCE OF "THE JOINT-STOCK COMPANIES ACT, 1856," s. 100.

The Right Honourable Robert Monsey Lord Cranworth, Lord High Chancellor of Great Britain, doth hereby, in pursuance and execution of the powers to him given by the "Joint-Stock Companies Act, 1856," and of all other powers enabling him in that behalf, order and direct that the following fees shall be paid in manner hereinafter mentioned in respect of proceedings taken under the Third Part of the said Act for winding up a company in the Court of Bankruptcy.

1. That the vellum, parchment, or paper upon which every document enumerated in the schedule to this rule is written or printed, shall bear the stamp duty set opposite to such documents respectively in such schedule, and having the word "Bankruptcy" impressed upon every such stamp; provided that where any such document shall consist of more than one sheet, only the first sheet thereof shall be impressed with such stamp.

SCHEDULE.

	£	s.	d.
Every petition to any Court of Bankruptcy in England by a creditor or contributory for the winding up a company ...	10	0	0
Every order of the Court of Chancery for winding up a company which shall direct the subsequent proceedings for winding up the same to be had in any Court of Bankruptcy in England	10	0	0
Every application for search for petition, or other proceeding (except search for the appointment of any sitting or meeting)	0	1	0
Every allocatur by any officer of the Court for any costs, charges, or disbursements; where any such bill of costs shall not exceed £5	0	1	6
Exceeding £5 and not exceeding £10	0	2	6
,, 10 ,, 20	0	5	0
,, 20 ,, 30	0	7	6
,, 30 ,, 50	0	10	0
,, 50 ,, 100	0	15	0
,, 100 ,, 150	1	0	0
,, 150 ,, 200	1	10	0
,, 200 ,, 300	2	0	0
,, 300 ,, 500	3	0	0
,, 500	5	0	0

2. That the official liquidator, or official liquidators, of each company shall, before the audit or passing of his or their account, pay into the Bank of England to the credit of the Accountant in Bankruptcy to the account intituled "the Chief Registrar's Account," the following per-centage on the gross produce from time to time received by him or them of the estate of such company, or the calls made on the contributories thereto, that is to say:—

	£	s.	d.	
Upon the first moneys of gross produce not exceeding £500	5	0	0	per Cent.
Upon all further moneys of such gross produce above £500, and not exceeding £5,000	3	0	0	,,
Upon all further moneys of such gross produce above £5,000, and not exceeding £10,000	2	10	0	,,
Upon all further moneys of such gross produce above £10,000, and not exceeding 20,000	1	0	0	,,
Upon all further moneys of such gross produce above £20,000, and not exceeding £30,000	0	10	0	,,
Upon all further moneys of such gross produce above £30,000	0	5	0	,,

3. That there shall be paid to the house registrar of the Court of Bankruptcy, London, the following fees, that is to say:—

	£	s.	d.
For every sitting or meeting under each petition or order for winding up a company	0	10	0
For the registry of every such sitting or meeting	0	0	6
For every search out of office hours in the house registrar's office, except by order of a commissioner	0	1	0

4. That all such fees shall be payable by the same persons and at the same times, and shall be in all respects applied, and shall be subject to the same practice and orders as fees of a similar character taken in ordinary proceedings in the Court of Bankruptcy.

August 1st, 1857. (Signed) Cranworth, C.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

Assistant Barristers and County Court Judges.

By the wise policy of the early sovereigns of England, during whose reigns Ireland was annexed to the British empire, the legal system of the annexed country was in all respects assimilated to that which had so long prevailed across the Channel.

It was then an acknowledged truth that to promote uniformity in the administration of justice, was one of the surest methods of uniting and consolidating the empire. Accordingly, we find that the Courts at Westminster had, very soon after the invasion of Strongbow, their exact counterparts established on the banks of the Liffey. In later years, when equity had grown up into a perfect system, we find the Courts of the Chancellor and Master of the Rolls existing at Dublin, in exact imitation of their English prototypes. Now, the question arises, why was this salutary practice abandoned? Why is one rule adopted for England, and another rule for Ireland?

That uniformity in the administration of justice should cease to be practically regarded, now that one and the same Legislature presides over both kingdoms, is not the least remarkable view of the question. It is, however, the fact, that the "Union," instead of promoting this uniformity, as might naturally have been expected, seems to have had the contrary effect. Year by year the constitution and practice of the various courts of justice seem to vary more from the original English models.

On the present occasion, we intend to advert to one only of the many illustrations that might be adduced in support of our statement as to the increasing dissimilarity of English and Irish tribunals; and that is, the state of the county local courts. The English county court system, under which a judge, whose time is altogether devoted to his judicial duties, performs a monthly circuit of all the chief towns in his district, has apparently worked well; and, with some trivial amendments, it might become perfectly satisfactory. This system has now been in full operation for more than ten years, and can no longer be called an experiment. Supposing, then, that, because of its experimental character, it was at first applied to England only, is there, we ask, any good reason why, after its success has been established for so long, it should not now be extended to Ireland? It will be necessary to state here what is the existing system of local courts in Ireland. There is for each county (and for each moiety of the two largest counties—Cork and Tipperary) a functionary chosen from among barristers of seven years' standing, appointed by the Lord Lieutenant, and denominated the "assistant barrister," who presides at the quarter sessions, and has civil, as well as criminal, jurisdiction, within the limits specified by the various statutes regulating the office. To this system it is not difficult to discover three grave objections:—In the first place, the public have a right to demand that such a court should sit more frequently than once in three months; once a month would not be too often for the purpose. Secondly, the appointment resting with the Lord Lieutenant, the office becomes more of a political than a legal office, and is, in most instances, filled up by hangers-on of the Government for the time being, rather than from the ranks of the working lawyers. Thirdly, there being in Ireland no well-defined distinction between the common law and equity practitioners, it becomes highly objectionable in principle that the judge of a county court should continue to practise, and should be able to receive to-day as a client the individual who will to-morrow appear before him in court in the character of a practitioner. The "assistant barristers" do not, it is true, practise at the assize towns on their own circuits; but this is a very partial and ineffectual remedy to the evil suggested, and it does not prevent what we have known to occur—briefs in Chancery cases being sent by attorneys practising at sessions to the assistant barrister who presides at those sessions.

We are far from asserting that the "assistant barristers" are as a body unqualified for judicial office, or that among their number there are no highly accomplished and eminent lawyers; for on the list are found the names of O'Hagan, Henn, Major, and Lynch—all ornaments of their profession—together with the names of several other less distinguished, but still highly-

qualified, men. At the same time, we are bound to state, that many of the number are wholly unknown to the profession, and have never practised at all in the four courts, however familiar their faces may be to saunterers in the "Park," or to frequenters of the drawing-rooms at the "Castle." Would it be tolerated in England that any "man about town," through political or aristocratic connection, should be appointed to a well-paid judicial office, the whole business of which required a sitting but four times a year?

The remedy which should be applied will at once occur to the minds of your readers. The judge of the county court should sit here, as in England, every month; and his salary should (if necessary) be increased, so as to enable him to give up all other business. Above all, the appointment should no longer rest with those who are necessarily unable to form a judgment as to the capabilities of the various applicants for a vacant judgeship; and who, as a matter of course, will often degrade the office by filling it up from political considerations. The power of nomination should be given to the Chancellor, or, perhaps, in preference, to the three chiefs of the common law courts; and we might then confidently look for good appointments. One other alteration should be recommended. We are utterly unable to discover why seven years of nominal practice at the bar should be essential to qualify for an office requiring a knowledge of law, and requiring, still more, habits of business and common sense. It is an insult to the whole body of solicitors that they are excluded from the local judgeships; and we strongly recommend the Incorporated Law Society of Dublin to take up this question in earnest, and never to let it rest until they have procured a repeal of the invidious clause which disqualifies many of the ablest men in Ireland from holding offices for which they are peculiarly fitted.

EDINBURGH.—(*From our own Correspondent.*)

It is truly mortifying to a Scotchman to read the reports of the proceedings of the Incorporated Law Society, as given in your journal, and to observe the business-like manner in which it watches over the various important interests involved in the gradually increasing changes upon the existing system of law, which is the peculiar feature of the present times.

If Scotchmen were only aware of the constitution of that society, of the important position which it has acquired, and of the influence which it really exercises, there might be some hope of the various legal bodies in Scotland associating themselves in a similar manner, instead of merely talking about doing so.

From the report of the society's proceedings in your last paper, it appears that Mr. Craufurd's Judgments Execution Bill has been considered, and that the Council have resolved to support it. For many reasons, this resolution will be received with satisfaction here, because it is a guarantee that the whole subject with which the Bill deals will be fairly and dispassionately considered; and it will encourage those who take an interest in the Bill here, and who feel, that, in the various discussions which have taken place upon it, the law of Scotland has not been fairly represented, to express their views upon the subject. For the feeling is very prevalent, that a great deal of prejudice against Scotch law, arising from misrepresentation, might have been cleared away, if a little trouble, combined with accurate legal knowledge, had been applied to the subject. Of course, the Lord Advocate was, to a certain extent, responsible for allowing much that was absurdly advanced to remain unanswered; but as he did really strongly protest against much that was maintained, it is perhaps only fair to believe that the accumulation of Scotch work which has pressed upon him during the present session, has prevented him from devoting the time to Mr. Craufurd's Bill, which, in other circumstances, he might probably have been willing to spare. We shall take an early opportunity of explaining the nature and extent of the jurisdiction claimed by the Supreme Courts of Scotland, and the mode in which parties are convened to the courts, as the chief objections taken to Scotch decrees dealt with by Mr. Craufurd's Bill have reference to these two points.

There is one point in Lord St. Leonards' Land Transfer Bill which is well worthy of notice—viz. that no *lis pendens* shall bind a purchaser for valuable consideration unless he shall have express notice of it before the execution of the conveyance to him and the payment of the purchase-money by him. This provision seems to be founded on a just and equitable principle, and it deserves consideration whether it should not be adopted in Scotland. With regard to Lord Brougham's Bill we can only say that it would be impossible to work its machinery in Scotland. There may be three or four different titles to the same piece of land, all describing the subject in precisely the same way, so that the map plan would fail altogether; but there is probably less difficulty in England, from the circumstance that a proprietor in England cannot dispose of land to be held of himself as over-lord, while in Scotland the process may be resorted to without limit. It does not appear either to be contemplated in England to register anything more than the legal title to land, leaving the various limited rights in it to rest upon the existing law. If this be so, it seems certainly to be a defect; but it is difficult for a foreigner to understand exactly the nature of the various proposals. We consider it very fortunate that the whole system of registration in Scotland is under consideration at the very time that the subject is being dealt with in England: both countries will derive benefit from the circumstance.

The claim which the Crown makes in England to reply in criminal cases seems to be most unfair; and the fact that it is considered harsh seems to mark the general opinion on the subject. In this respect the law in Scotland contrasts most favourably with that in England; for here the prisoner always has the last word. The English rule was imported into Scotland, along with jury trial in civil causes; but it was found to work unfairly, and has been changed, the defender in all cases having the reply.

REGISTRATION OF TITLE.—(*From a Correspondent.*)

One of the great newspaper cries now is for a system of registration of title. I say "newspaper," for I do not believe the landowners care much about the matter—certainly not half so much as is represented. Depend upon it, if they did, they would themselves enter into the contest, and not complacently leave it in the hands of the literary gentlemen. We should hear of public meetings, and of the other usual modes of proceeding by which *great* grievances are brought to light. The apathy of the landowners, then, I conceive to be a strong argument against the adoption of a new and *untried* system of conveyance.

That great man, Lord St. Leonards—undoubtedly the highest living authority on real property law, and, as such, the more capable of forming an opinion on the proposed change—has declared against it; and Lord Brougham himself, in his "Essay on Gradual Legislation," says: "The having once adopted a plan is a reason for not changing it, unless the improvement recommended appears plainly to deserve the name."

I also imagine that a system of registration would add to the present expense of a conveyance; for is it possible, that, with a multiplicity and complexity of interests, deeds to explain the true position and rights of the parties could be dispensed with? Deeds being then absolutely necessary in many cases, it would be difficult, except in the simplest matters, to say when they would not be required; and unless there was a legislative prohibition of this nature, the solicitor would, in every case, of course look to his own pocket, prepare the deed, and make the client pay for it.

Great exaggeration is made as to the charges in conveyancing transactions. I believe, that, if a return of the number of conveyances for the last twelve months, and the charges in each, were to be made out, it would be found that the average costs were only a fair remuneration to the solicitor for his trouble and *great responsibility*. The day for exorbitant and unfair charges is gone by, and the solicitor making them will not long keep his client.

If you think these humble remarks worth a place in your paper, you will oblige by inserting them.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, July 31.

TRANSFER OF REAL ESTATE BILL.

Lord BROUGHAM moved the second reading of this Bill. He mentioned a case where on a certain manor, during thirty years, out of 500 conveyances the average length of each was not more than 170 words, and the average expense 7*s.* each. This Bill was founded on the same principle, and would confer a real benefit on landed property by introducing a system of registration.

The LORD CHANCELLOR feared the Bill would not have much chance of becoming law this session, but thought there was much in it that would be valuable in the way of suggestion.

He agreed with the noble and learned Lord that a system of registration must be the foundation of any simplification of transfer and title. A commission had already sat on this subject, and had presented a very valuable report.

The Bill was read a second time.

Tuesday, Aug. 4.

JUDGMENT ON BILLS OF EXCHANGE ACT.

Lord BROUGHAM moved for certain returns to show the comparative working of two measures, one of which had passed the House of Lords without a dissentient voice; the other was a measure substituted for it in the other House, after an inquiry before a committee, to which his (Lord Brougham's) Bill, and another Bill on the same subject by the Attorney-General, had both been referred. The fees under the existing Act on 23,163 judgments on bills of exchange had averaged 3*l.* 15*s.* each, and the total amount was £86,776; whereas, if his (Lord Brougham's) Bill had become law, the average cost would have been only 17*s.* 8*d.*, and the total amount £22,000. There would thus have been a saving of three-fourths.

Thursday, Aug. 6.

FRAUDULENT TRUSTEES, &c., BILL.

The House went into Committee on this Bill.

Clauses from 1 to 11 inclusive were agreed to.

On clause 12, which provided that a prosecution under this Bill should be sanctioned by one of the judges or by the Attorney-General,

The LORD CHANCELLOR proposed to amend the clause by striking out that part of it referring to the judges, because it might happen that a trustee charged with fraud might be tried before the very judge who had sanctioned the institution of criminal proceedings against him.

Lord CAMPBELL approved the amendment, and expressed an earnest wish, that, in other branches of the law, the sanction of some public officer might be necessary before criminal prosecutions were instituted. He had frequently observed that the most frightful abuses arose from the facilities which were given to private prosecutors, without any notice whatever to the parties accused, to prefer bills of indictment and immediately obtain warrants thereon, particularly with regard to charges of perjury and conspiracy, which were frequently preferred for the sake of extortion. He had had a good deal of conversation on the subject with the late Attorney-General, Sir A. Cockburn, who had made up his mind to propose a Bill to remedy the evil. He hoped that a Bill of that nature would ere long receive the sanction of the Legislature.

Lord ST. LEONARDS briefly expressed his concurrence in the omission proposed by the Lord Chancellor.

On the question that the clause as amended stand part of the Bill,

Lord WENSLEYDALE moved the omission of the entire clause on the ground that it was objectionable to give any individual the power of stopping prosecutions instituted by private persons for breaches of trust. That was entirely opposed to the principle of the law of this country. It was true that in foreign countries no criminal prosecution could be commenced without the interference of the Executive; consequently, for the accomplishment of party purposes, or for the gratification of individual animosity, the Government and the officers of the Government had ample opportunities. There were, no doubt, cases in which it was desirable and necessary that the institution of criminal proceedings should be vested in an officer of the Crown; but this Bill did not directly concern the public, it had merely reference to wrongs committed on private individuals. The law relating to trustees was now clearly defined, and no such provision as this was necessary.

The LORD-CHANCELLOR said, the great evil which was apprehended from this Bill by the other House was, that while it would punish those who had been guilty of fraud, it would also deter honest men from undertaking the duties of trustees. This objection was obviated by the introduction of the safeguard afforded by this clause.

Lord ST. LEONARDS and Lord CAMPBELL supported the clause.

The motion of Lord Wensleydale was negatived without a division, and the clause was then agreed to.

The remaining clauses were agreed to, and the Bill passed through committee.

TRUSTEES RELIEF BILL.

This Bill passed through committee.

Clauses 2 and 6 were negatived by consent, and several amendments were introduced into the other clauses, on the suggestion of the Lord Chancellor.

TRANSFER OF REAL ESTATE SIMPLIFICATION BILL.

On the order of the day for the second reading of this Bill,

Lord St. LEONARDS said, that he could not expect at so late a period of the session to be able to pass the Bill into law; but, as he had been somewhat misunderstood on a former occasion, he wished to state what were the provisions of the measure. The object of the present Bill was to render a system of registration wholly unnecessary. The Bill dealt with the present system as regarded perpetuity, and amended and explained the present law. It proposed also to reduce the period of forty years of uninterrupted possession, which the law at present recognised as giving a valid title, to twenty-five years; and it rendered it unnecessary to include in a conveyance abstracts of title for more than forty years back. At present a registered judgment might be executed against a purchaser any time after the purchase had been completed; but he proposed that when there was a *boná fide* purchase no purchase should be attached upon a judgment or Crown debt unless execution issued before the purchase was completed. The Bill also provided for the exemption of purchasers from the succession duties, and it enabled trustees to give a perfect discharge to purchasers from any claims upon the property. The last proposition was to make any seller, agent, or solicitor concealing an incumbrance with a fraudulent intent liable to punishment, as being guilty of a misdemeanor; and he believed such a provision would be found to operate beneficially.

Lord CAMPBELL expressed his general approval of the measure.

The order for the second reading was then discharged.

HOUSE OF COMMONS.

Friday, July 31.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The debate on the second reading of this Bill was resumed by Mr. GLADSTONE, in support of the amendment.

Mr. WALPOLE spoke in favour of the Bill.

On a division the numbers were—For the second reading, 208; against it, 97: majority, 111.

Monday, August 3.

TRUSTEES' RELIEF BILL.

Mr. HADFIELD asked the Attorney-General whether he intended to bring in a Bill this session or the next to relieve trustees from certain liabilities at law in respect of trust property, consequent on acts done by them in the reasonable exercise of their judgment, and without fraud; and from the acts of co-trustees, deposits with bankers, and other dealings, such as would be reasonable and proper in the conduct of private business.

The ATTORNEY-GENERAL said, as Lord St. Leonards had taken the matter up, he thought it best to leave it in his hands. Considering the present state of the session, he was afraid there was no chance of Lord St. Leonards' Bill being passed; but he hoped that in the next session he should be able to introduce a Bill having the same object.

PARLIAMENTARY OATHS.

In the debate on the resolution as to nomination of the committee—That the committee do consist of twenty-five members to be nominated by the House, and of all the gentlemen of the long robe, members of this House.

Mr. COX reminded the House that there were other members of the legal profession in the House besides the "gentlemen of the long robe," and proposed the addition of Mr. Hadfield and himself. He suggested that the words "legal profession" be substituted for "long robe."

Mr. WARREN said, one advantage might result from the suggestion of Mr. Cox—The "gentlemen of the long robe" were generally feed, and, in that view of the matter, perhaps nothing could be more objectionable than to have a great number of members of the long robe upon the committee.

Mr. FITZROY suggested that the course to be taken with respect to Mr. Cox and Mr. Hadfield would be for some one to propose the addition of their names to the committee. But the resolution in its original form was carried.

PROBATES AND LETTERS OF ADMINISTRATION BILL.

Mr. MALINS rose to move clauses, the object of which, he said, was to secure compensation to the proctors for the abolition of their offices, and for the other losses they would sustain under this Bill. When the Bill was originally introduced, the proposition of the Government was, that district probate should be allowed to an amount not exceeding £1,500; but that limi-

tation was rejected by the committee; and the result would be most injurious to the interests of the proctors. The Government did not propose to provide compensation to the proctors; and the question he wished to put to the committee was, whether a Bill which destroyed the occupations of so many men should be permitted to pass without an act of justice to those who would be so materially affected by it? Although his observations would refer principally to the proctors of London, they would not be confined to them, but would extend to the proctors of Chester, York, Durham, Exeter, and various other places throughout the country. About 120 proctors were to be found in Doctors' Commons, where the profession had existed with exclusive privileges for a period of not less than six centuries, and the business had been handed down from father to son. That business had been extensive and valuable, although perhaps not sufficiently lucrative to enable the proctors to realise large fortunes. The Chancery Commissioners had reported most favourably upon the manner in which the business had been conducted; and in 1854 he (Mr. Malins) presented two petitions, one signed by 258 leading bankers and merchants of London, and the other from 112 of the principal solicitors and conveyancers, both bearing testimony to the satisfactory manner in which the business of the Prerogative Court of Canterbury had been conducted. As the Bill now stood that business would be totally annihilated. The Attorney-General had resisted all appeals for compensation when the Bill was originally introduced, upon the ground that the jurisdiction of the district courts was limited, and, therefore, the most valuable business would still remain with the London proctors. Even under the original form of the Bill the London proctors would have lost 79 per cent. of their business, but as it now stood they would lose it altogether, as there were forty-one new districts created, in which wills could be proved with the same force as in London. Then, again, all the proctors of all the diocesan courts were eligible to practise at Doctors' Commons, and the judge of the court was to have power to grant the same privilege to as many persons as he might think fit. The Attorney-General had admitted, that, in the cases of the proctors of York and Chester, there was a ground for compensation; but, in admitting that, he also admitted the principle of giving compensation for loss of business. If they were ready to give compensation to the professional men of York and Chester, they must give it to those of London also. Not fewer than sixty of the 120 London proctors had passed middle life. By this Bill their business was annihilated, and they and their families left destitute. The expense of getting into the business of a proctor was very great—the premium was usually from 800 to 1,000 guineas, and other items brought the sum on an average to £1,200. One of these gentleman stated that he had been forty-five years a proctor; that he had a family of fifteen, all of whom were now of adult age; that he had been unable to make any other provision for his family than that of an insurance upon his life; and that the effect of the Bill would be to curtail him of three-fourths of his professional income, and expose his family to extreme privation. He had other statements of a similar kind, all of them representing the great expense which they had incurred on entering the profession, and the loss and ruin to which they would be exposed by the passing of the Bill before the House. He mentioned these cases, to show, that, having entered the profession on the faith of its permanency, they were now entitled to compensation for the losses they must sustain. The Commissioners had expressed an opinion that if the profession of the proctors was not preserved as an exclusive profession, justice demanded that some compensation should be made to them for the loss which they would suffer. But they had what might be called a parliamentary title to compensation. In the Bill of 1854 there was a provision by which the exclusive privileges of the proctors were continued to them for ten years, but it was soon seen that this provision fell far short of the justice of the case, and the Bills of 1855 and 1856 contained clauses identical with those to which he was now asking the committee to give its assent. The Attorney-General, in moving the second reading of the Bill of 1855, said, that though he did not think that the loss to the proctors would be so great as they anticipated, yet they were entitled to some compensation, and he proposed that they should be compensated by an annuity equal to one-half of the clear income then received by them from testamentary business. This was the proposition which he himself now made. In 1856 the Attorney-General spoke much to the same effect. He could not, therefore, understand what was his reason for departing this year from the course which he had taken in the two previous years. He had shown the justice of this case, and would support it by reference to what had been done by Parliament in similar instances. In all cases in which existing institutions and existing bodies had been abolished for the public good, it had been thought better to err on the side of liberality than on the reverse. The Masters and the Six Clerks in Chancery received compensation. In 1854, 1855, and 1856, the Chancellor of the Exchequer assented to the principle of compensating the proctors, and therefore he was estopped from now objecting that they held no offices, and were therefore not entitled to compensation. The fact was, that the proctors held their offices under an Act of Parliament which secured to them exclusive privileges, not merely for their own benefit, but also for the good of the public. It would no doubt be urged that the public burdens were very great, and the House might be reminded of the increase which would result from the passing of the Civil Service Superannuation Bill. It would indeed be a question for the House to consider whether this Bill was worth what was to be paid for it; but the clauses which he now proposed to introduce would add nothing to the public burdens. There were certain fees paid now; and these it was proposed to continue, so as to pay to each proctor, for the remainder of his life, a pension equal to one-half of his emoluments. Most of these men were advanced in years, and probably but few of these pensions would continue payable after a period of twenty-five or thirty years. The country would have no great reason to complain, if, when the Government propounded a measure conferring a great public advantage, the price at which that advantage was purchased was the continuance for a limited time of the same payments which were now made, and which must undergo a gradual diminution. He now moved the clauses of which he had given notice. The effect of the first was, "that the Commissioners of her Majesty's Treasury, by examination on oath or otherwise, may inquire into and ascertain the net annual amount of the profits arising from the transaction of proctorial business by such proctors, on an average of five years immediately preceding the commencement of this Act, or of such proportion of five years as shall have elapsed since he was admitted to practise in such courts, and shall award to such proctor an annual payment during his life of such amount as shall be equal in value to one-half of the net profits derived by him in respect of proctorial business upon the said average of five years immediately preceding the commencement of this Act, or of such proportion of the said five years as shall have elapsed since his admission to practise in such courts."

The Attorney-General said it would be necessary in point of form to defer the discussion on Mr. Malins' clause until several clauses to be proposed by the Government had been disposed of.

A clause was then proposed for granting compensation to registrars, &c., of existing courts.

The Attorney-General said, that, by the abolition of the local courts, a number of officers would be entirely thrown out of employment. Some of them had been appointed anterior, and some of them subsequent to the passing of certain Acts which took away the right of compensation. The first class of officers had a legal claim to compensation, which this clause was intended to satisfy. The second class would also receive compensation, but its amount would be regulated on a different scale.

Sir H. Willoughby wished to know the probable amount of compensation required to be given.

Mr. Malins said, the Attorney-General had on a former occasion stated that there were 149 proctors, whose average incomes amounted to £700 a year, and that, supposing them to receive one-half, the amount would be £52,152.

The Attorney-General.—By a return in 1832 the whole amount of the emoluments of the judges, registrars, and deputy-registrars was given. The salaries of the judges amounted to £13,271, of the registrars to £28,076, and of the deputy-registrars to £15,851. But these sums included the salaries of a number of persons who would be appointed to offices under the new Bill, which would make a considerable deduction from the amount. The registrars would be divided into two classes—those appointed before the statute 6 & 7 Will. 4, c. 77, and those appointed since that time. The number now in existence who were appointed before the passing of the statute was extremely small. The aggregate amount of the salaries of those who would remain after the appointment to the new offices, and have to be compensated, amounted to about £29,000. He did not know the relative number of officers appointed before and since the passing of the statute; but supposing half the number to have been appointed before the passing of the statute, the sum to be provided for them would be about £15,000. The pay-

ment might very well be raised by fees paid into the testamentary fee fund, and from that into the consolidated fund, which would have to bear the compensation. The practical result would be, that the compensation would be levied in the shape of a tax upon the suitors resorting to the court.

Sir F. Kelly understood that the registrars who were to do the business would be paid by fees. Now, if the fees were to be paid to these parties, he wished to know how the compensation was to be paid out of fees?

Sir H. Willoughby said, if he was right in his view, the compensation would be much greater than that which was stated. He had met with a document from which it appeared, that, if they took into account the local courts, the amount would be £63,000.

Mr. Hadfield thought the compensation would be at least double that which was stated. They had no data to go upon. Upon what fund were these compensations to be charged? If he read the 6th clause aright, they would come out of the consolidated fund. He thought they ought not to come out of the fees. The compensation proposed would be making the fortunes of many of these gentlemen. There were few men who would not abandon their profession if they were to have one-half of their average profits secured to them for life. Mr. Malins cited the case of the Six Clerks, and argued that because £30,000 a year was granted to them, they ought to grant a large amount to the proctors. Why, a more flagrant job was never perpetrated than that of the Six Clerks. The claims for compensation under this Bill amounted to 386 already; and he was of opinion that the amount of compensation which those various officers would be entitled to receive would be found to be not less than £200,000 a year during their lives; and to any such proposal as that he should offer his most strenuous opposition.

The Attorney-General said the sum he mentioned was arrived at after deducting from the aggregate amount of existing salaries the salaries to be given to the parties to be appointed under this Bill. They would thus find the amount of compensation would be less than £29,000, the amount at which he stated it. With regard to the question of Sir F. Kelly, he would find that the registrars were to be paid by salaries. No doubt it was intended that fees should be paid to district registrars at first; but as soon as they could form an adequate notion of the amount of business that would be done in a district, they should fix a salary, and the whole of the fees would go into a general fund, and be applicable to compensation. The object of clause 6 was to insure a proper return of the fees. Instead of fees being paid to the registrar, stamps would be issued; and as the Treasury would thus become the recipient of the fee fund, the charges for compensation would be on the consolidated fund.

Mr. W. Williams maintained that they ought to know the amount of compensation to be awarded to each person, and it ought to appear in a schedule. When the question of compensating the Six Clerks was before the House, he objected to the amount being fixed by the Lord Chancellor, and he received from the Government an assurance that the amount awarded would not be more than from £500 to £700 a year. The Lord Chancellor gave each of them from £5,000 to £7,000 a year, and also £2,500 a year during a period of seven years after their decease, to be left by will to whom they pleased.

Mr. Hadfield moved the omission of the proviso giving compensation to Mr. Henry Raikes, registrar of the diocese of Chester. The proviso was, he contended, in contravention of the Act of 1836, Mr. Raikes having received his appointment in 1837.

Mr. Roebuck appealed to the Attorney-General to say whether or not the clause in the Act of 1836 applied to the case of Mr. Raikes. For his own part, he protested against such an application of public money.

The Attorney-General said there could be no doubt that if Mr. Raikes was appointed since 1836, he could not claim compensation under the Act. But he was of opinion, and the Chancellor of the Exchequer agreed with him, that it would not be right to produce an Act passed twenty years ago, and use it to debar all who had been subsequently appointed from obtaining compensation. Two scales had been devised, one giving full compensation to those who were not barred by the statute, another applying to the case of those who were removable at pleasure. He could not imagine a stricter measure of justice; and as regarded the case under consideration, he did not admit that the Government had at all erred on the side of liberality.

Mr. Roebuck was surprised at what had fallen from the Attorney-General. Twenty years ago a gentleman was appointed under an Act of Parliament, upon the express provision that if any alteration took place he should have no compensation. For twenty years this gentleman had received £5,000 a year. It was indecent in him to petition Parliament for compensation.

The Chancellor of the Exchequer said that the Treasury had entire discretion under the Bill with regard to compensation. They would take into consideration the legal and equitable claims of every case, and thereupon decide upon the amount of compensation to be paid. A statement of the amount of compensation could not, therefore, be made without prejudging these cases.

In answer to a question from Sir H. Willoughby,

The Chancellor of the Exchequer said that there were many instances of compensation being granted for the abolition of offices held at the pleasure of the Crown. The Treasury had great experience in the matter of compensation, and, although there might be some cases of excess, yet, from the many complaints he had received of inadequacy, he did not think they were open to the charge of profusion.

Mr. Wigram asked whether the Treasury would *bonâ fide* exercise a discretion in each case?

The Chancellor of the Exchequer replied that the Treasury endeavoured to act justly to every individual, and considered each case on its own merits.

The committee then divided — For the amendment, 81; against it, 149: majority, 68.

Mr. Malins proceeded to move his compensation clauses.

Mr. Wigram suggested that the exclusive privilege of proving wills should not be preserved to the proctors.

Mr. Malins said that the proctors looked upon this privilege as worthless, and were quite willing that the profession should be thrown open. In short, they felt that the profession was gone.

Mr. Roebuck did not think that a sufficient case had been made out for compensation. Alterations in the law had ruined the special pleaders, the county courts had absorbed all the civil business of the circuits, the power-loom had beggared the hand-loom weavers, and railroads had made bankrupt the turnpike trusts; and yet in none of these cases had compensation been given. The proctors had enjoyed a monopoly for 600 years, handed down from father to son; they had done no service to the public for which they had not been amply remunerated; and, therefore, he did not see the justice of the claim for compensation.

Mr. Whiteside denied that the county courts formed a case in point. The county courts provided many good places for lawyers, and extended the profession of the law; but here a profession was destroyed, and no appointments were reserved for the proctors.

Mr. Kirk said that the Encumbered Estates Court in Ireland had taken away the business of the Irish bar, and no claim for compensation had been made or acknowledged.

The Attorney-General said he wished to call the attention of the committee to the proposition before the House. As he understood the proposition of Mr. Malins, it was this—that the proctors who were to receive compensation for the loss of business in causes testamentary, should not have any monopoly in that respect in future. What he (the Attorney-General) proposed, then, was this—that an average should be taken of the gains of the proctors for three years before and three years after the passing of the Bill, and if it turned out that their professional emoluments during the three years subsequent to the passing of the Bill were diminished below the average of the three years previous to the passing of the Act, that in that case compensation should be given to the extent of the loss. He thought between the two propositions the committee should judge. By the proposition which he himself made in the Bill of last year, and to which the Government were pledged, the proctors were to receive, in the shape of an annuity, half of the clear yearly gains which they could show they had derived during the period of three years before the passing of the Bill from that particular source of business. He was not going to recede from that proposition; but the proposition he now made was, in his opinion, a more advantageous one, in some respects, for the proctors; for he believed the proctors, in many instances, would, instead of suffering any diminution of business under the new arrangement, have an increased amount of business. He, however, was willing to leave the matter in the hands of the committee.

Mr. Westhead said there was this objection to the proposal

of the Attorney-General, that if a proctor died during the three years, he would not get any compensation.

Mr. Rolt said, it was of importance that all the probate courts should be put on a common footing. One rule should apply to all. The judge of the London Court of Probate should have the power of saying who should practise in the London and district courts.

Lord Hotham drew attention to the hardship the Bill would inflict on the clerical surrogates in the North of England. These surrogates, in many cases, were clergymen who had small incomes, and if their offices were abolished without compensation, it would be a great hardship on them. He had received several communications from surrogates on this subject. In one case a surrogate had held his surrogacy fifty-eight years. He was vicar of Hull, and had to provide three curates at £100 a year each, leaving him only £390 a year, more than half of which came from the surrogate fees. He appealed to the Attorney-General whether persons in the position of clerical surrogates were not as much entitled to compensation as the proctors.

Mr. Wigram trusted that anything which might be done in favour of surrogates in the province of York would be extended to all other clerical surrogates.

The Attorney-General admitted that the claims of the clerical surrogates were deserving of consideration, and should not, therefore, oppose Lord Hotham's proposition, as embodied in the clause of which he had given notice. He had been asked by Mr. Henley whether an archdeacon performing the duties in person of the archdeacon's court would be entitled to compensation in the same way as any other person performing those duties. The question was whether the archdeacon would be included in the term judge. He (the Attorney-General) did not think he could as the Bill stood; but if Mr. Henley thought the archdeacon in such cases entitled to compensation, it might be provided for by moving, in the interpretation clause, that the word judge should include the archdeacon. All he would ask the committee was, to determine the principle of compensation generally, after which the Bill would in this respect require to be remodelled, and the clauses embracing the subject would be brought up at a later stage.

Mr. Malins was grateful to the Government for the way in which they had recognised the principle he had put forward. Having the option offered him by the Government, he preferred to take the clauses as he had proposed them, knowing that they would satisfy the proctors.

Mr. Atherton said he should prefer the inflexible proposition of Mr. Malins to the flexible one of the Attorney-General. As the testamentary monopoly of the proctors was entirely gone, the Attorney-General could not do less than propose a compensation to them, as he had done last year.

The Attorney-General was willing that the clauses of last year's Bill should form part of the present Bill, it being understood that the whole of the proctors' monopoly should be done away with. If Mr. Malins would withdraw his clauses, he would undertake that they should be introduced on the Report being brought up.

This suggestion was agreed to, and the clauses were withdrawn.

Mr. Walpole moved a clause, giving compensation to the chief or managing clerks of proctors.

The Attorney-General suggested that this ought only to apply to articled clerks.

The clause was negatived.

Sir H. Willoughby proposed a clause providing for the publication of accounts, which was agreed to.

Sir F. Kelly moved to insert before clause 10, the following:—"The judge of the Court shall be a member of the Judicial Committee of the Privy Council."—Agreed to.

Mr. Malins moved a clause giving a claim to compensation on a certain scale to articled clerks of proctors, which was opposed by the Attorney-General.

Mr. Ayrton suggested that the articled clerks might have relief given to them by altering the 38th clause, which restrained them from practising otherwise than as proctors; so as to enable them to practise as solicitors in the same manner as their masters were allowed to do.

On a division, the numbers were—For the clause, 57; against it, 113: majority, 56.

These being all the new clauses,

The Attorney-General said he should move to recommit the bill *pro formâ* in order to introduce amendments. He proposed to take the report on the amendments on Thursday, and the third reading on Friday.

Tuesday, August 4.

Probate and Letters of Administration Bill.

Mr. Hadfield objected to the arrangement of the districts.

The Attorney-General defended the proposed arrangement of districts as being, on the whole, the most convenient one for the public. The schedule was left open for the consideration of the House, and he himself took no part in the matter. Since the arrangement of the schedule, he had received innumerable applications from persons whose interests would be affected, asking for alterations in the schedule. These representations he had carefully considered. There were a number of specific proposals on the paper upon which the House would decide.

Mr. Spooner said, that Mr. Malins, who had originated the amendments on the paper, was absent under the impression that there would be no discussion.

After some discussion, the House went into committee, and the amendments were agreed to *pro formâ*.

Divorce and Matrimonial Causes Bill.

The House went into committee on this Bill, after an amendment by Mr. Warren to defer it for three months had been negatived without a division.

On clause 6, the Attorney-General proposed that the court should be called the "Court for Divorce and Causes Matrimonial."

In answer to Mr. Lygon,

The Attorney-General said that any marriage solemnised between British subjects under British law, whether in this country or India, would be dissoluble by this court.

Mr. Ayrton considered that the jurisdiction of the court was founded on residence, and that it would have no jurisdiction over parties not domiciled in this country.

Sir F. Kelly said, the clause merely transferred to the new court the jurisdiction now exercised by the various ecclesiastical courts. It did not at all alter the law with regard to marriages in India.

Mr. Gladstone said, he did not see what provision was made for meeting cases where adultery was committed in India, and which were provided for by the existing law.

The Attorney-General would suppose the case of two parties resident in India, one of whom instituted a suit for cruelty or adultery in the ecclesiastical courts. At present the proceedings were initiated before the tribunals in India, and when they obtained a divorce *à mensâ et thoro* they applied in the ordinary way for a divorce bill. Whatever they could now do in the ecclesiastical courts, they could do in the new court.

Mr. Gladstone hoped that after this Bill was passed we were not still to have all the difficulties and anomalies of the parliamentary system. He understood that the Bill was to apply to all the dependencies of this country. He hoped the Attorney-General would make this matter clear.

The Attorney-General said they were at present dealing with the jurisdiction of the ecclesiastical courts, which was bodily transferred to the new court. A suit for divorce between parties resident in India must still be conducted before the courts there. If they subsequently came to this country, they might proceed under this Bill.

Mr. Cox wished it to be clearly understood how parties in India having obtained a divorce *à mensâ et thoro*, were to proceed. Would they have to proceed by Bill in Parliament as now?

The Attorney-General said, that if the parties remained in India they could not resort to the jurisdiction given by this Bill, which did not apply to the colonies, the Isle of Man, Scotland, or Ireland. No doubt it would be followed by a similar statute for Ireland, and probably for India.

Mr. Gladstone.—Then it appears that not only a further provision but a further Act will be required.

Sir E. Perry suggested that a new clause should be introduced, to meet the case of parties in India, and the decision of the committee taken as to whether the power of dissolving marriage should be vested in a single judge in India or in the new court.

The Attorney-General said, that, if the parties remained in India, they would not, of course, apply to the new court; but if they came to this country they would at once be subject to it. Even now an Act of Parliament could not be obtained unless the party was present in England.

Mr. Gladstone said, the discussion had led to the discovery of a most important defect in the operation of the Bill. It had been introduced as a Bill entirely to do away with private divorce Bills; but it now appeared it would not have that effect. The question was, whether the arm of the new court would

reach as far as that of the House of Lords now did; if not, it would still be necessary to have private Acts.

Mr. Walpole admitted that if this Bill did not put an end to divorces by Acts of the Legislature, it would fail in its main object. With regard to India, the difficulty always found under the old system was, that the witnesses could not leave that country. To meet this, the Act of Geo. 4 was passed, to enable the evidence to be taken under a commission. If a similar power were introduced into this Bill it would meet all the difficulty.

Lord J. Manners wished to know what would be the effect of the Bill with regard to persons remaining in the colonies.

The Attorney-General said, a person resident abroad could now sue, under certain restrictions, in any court in England, and parties in the colonies would have the same right in the new court, subject to any regulations which might be made. It would be competent for the different colonial Legislatures to establish courts of divorce; if not, the parties resident there could come to this court.

Mr. Gladstone said, that, it appeared, in fact, that they would not put an end to legislative divorces by this Bill; for it would not extend to those cases where the wife went abroad after committing adultery.

The Attorney-General said, that he would, at a future time, bring up a clause to give power to serve process out of the jurisdiction of the court.

This clause, together with clause 7, was agreed to.

On clause 8, Mr. Malins doubted whether the great law officers proposed to act as judges of this court would have time to attend to the duties cast upon them as such judges.

The Attorney-General confessed that he did not think that the number of judges selected to sit with the ordinary judge was so large as convenience required. If the committee would now pass the clause, he would bring it up again at a future time, with a view to enlarge the class of judges to sit with the judge in ordinary in divorce cases, so as to take in all the judges of the superior courts.

Mr. Malins doubted the advisability of this plan, inasmuch as it now took a month before a common law judge could be obtained to sit with the judges in equity.

After some further discussion, the chairman was ordered to report progress.

Leases and Sales of Settled Estates Act Amendment Bill.

Mr. Whiteside moved the second reading of this Bill, which he said was to repeal a clause in a previous Act, which deprived Sir T. Wilson of the power of applying to the Court of Chancery for power to build. It was supposed that the object of this gentleman was to build on Hampstead-heath, but that he could not do without a special Act of Parliament. There was neither the legal power nor the intention to build on the Heath. The road along which Sir T. Wilson desired to build had no more to do with Hampstead-heath than the top of St. Paul's, yet the House had passed a clause prohibiting this gentleman from submitting his case to the Court of Chancery.

Mr. Malins seconded the motion.

Mr. Cox moved that the debate be adjourned.

Sir H. Willoughby said, that however attempts might be made to prevent Sir T. Wilson building on Hampstead-heath, at his death his successors would be at liberty to do so.

The debate was adjourned to Wednesday.

Criminal Law Consolidation Bills.

These Bills, which stood for second reading, were, at the suggestion of Mr. Henley, postponed till Friday; when, Lord Palmerston said, the Government will state what course they intend to adopt with regard to them.

Wednesday, August 5.

Leases and Sales of Settled Estates Act Amendment Bill.

On the motion for resuming the adjourned debate on the second reading of this Bill,

Lord R. Grosvenor said, that this Bill had been brought in for the purpose of repealing certain clauses in an Act of Parliament passed so recently as last year. That was an Act which, as originally introduced, instead of compelling persons who wished to procure an alteration in the settlement of entailed property to have a special Act of Parliament for that purpose, enabled the Court of Chancery to deal with such settlements. That was a great novelty in legislation, and the Bill was referred to a select committee, who, after duly considering its provisions, thought it was dangerous to transfer such a power to the Court of Chancery without accompanying it with certain safeguards in the interest of the public; and the Bill was withdrawn in 1855. In 1856 it was again brought forward. The House agreed to the Bill in the shape in which it was eventually passed into a law. But the House of Lords, by a small majority, rejected the particular clause which prevented the Court of Chancery reviewing the decisions of Parliament. The House of Commons, for reasons urged by the Attorney-General, insisted on the re-insertion of the clause. The Lords accordingly assented to the restoration of the clause in question, and the Bill was passed at the end of last session. Now, however, almost before that Act had come into operation, Mr. Whiteside and Mr. Malins actually proposed to the House to give up the safeguards in question. He hoped the House would not be guilty of so stultifying its proceedings; and he should therefore move that the Bill be read a second time that day three months.

Mr. Butt, as the member of the select committee at whose instance the clause in question was inserted in the original Bill, briefly traced the history of the Act of last year as it passed through Parliament, and opposed the Bill before the House on the ground that it was a public measure for the private relief of Sir Thomas Wilson.

Mr. Scholefield said every one knew that if it had not been a question of Hampstead-heath, no such clause would have been inserted in the Act of last year. The whole power of Parliament was brought to bear upon one individual, to deprive him of rights which every other individual in the State enjoyed, because he had the misfortune to be the owner of property which the London public coveted and wished to obtain on their own terms.

Mr. Malins said that up to the time of passing the Act last year, whenever a will was drawn defectively, so that the tenant for life had no power of granting leases, it became necessary to apply to Parliament for an Estate Bill, which cost from £300 to £500, and sometimes a larger amount. The Bill which passed last year was the second introduced by the Government with the same object—viz. to transfer the power thus exercised by Parliament to the Court of Chancery. He gave his cordial support to that Bill, but he warned the Attorney-General against the clause which it was now sought to repeal. But a short time ago the Attorney-General told him that his object in supporting the clause last year was to give the Metropolitan Board of Works an opportunity of making an arrangement with Sir T. Wilson for the purchase of Hampstead-heath; but that, as the Board did not seem inclined to make any arrangement, he would support the present Bill, which would repeal that clause. The Act of last year enabled the Court of Chancery to confer powers of leasing for agricultural, mining, and building purposes upon tenants for life, and enabled trustees to sell and exchange property, and so forth. But a clause provided that the Act should not apply to persons who had before made application to Parliament unsuccessfully for these powers. He believed there was no other instance of the rejection of an Estate Bill, except that of Sir T. Wilson, who, fifteen years ago, unsuccessfully made application to Parliament for these powers; but lapse of time altered circumstances, and what was inexpedient in 1842 might be expedient in 1857. It did not, however, rest on that argument. The application of Sir T. Wilson was rejected, because it was supposed that he was going to build on Hampstead-heath. It would have been prejudicial to Sir T. Wilson's interest to do so, and the law as it stood prevented his doing it. The whole value of the clause in the Act last year was that it applied to Sir T. Wilson, and the whole value of this Bill was that it would relieve Sir T. Wilson from restrictions which could not be justified. An unprecedented and unwarrantable exception had been introduced into a general law, which would last only during the life of a man more than sixty years of age. He therefore hoped the House would support this Bill, and redeem Parliament from the stigma of such an act of injustice.

Mr. Barrow said he had supported the introduction of the clause in the Bill last year upon general principles. If Parliament had decided against any person, and that person wished to appeal against the decision, he might appeal to Parliament, but he ought not to be allowed to obtain the reversal of a decision of Parliament by appealing to an inferior tribunal.

Mr. Whiteside.—The Bill was intended to repeal a clause in a general law passed last year. When that clause was originally introduced, the Bill was thrown out because it had the clause in it; and the Attorney-General, who had been induced to consent to its being put in on the second occasion (upon the representation of the metropolitan members that it was intended to buy the property), was now ready to support

the Bill for its repeal. If the public wanted the property they ought to buy it, but not attempt to compel the owner to receive less than its value. The Metropolitan Board of Works, after entering into the consideration of the purchase of Hampstead-heath, passed a resolution that it was not their intention at present to deal for it. Sir T. Wilson wished neither to build upon nor enclose Hampstead-heath. The law prevented his meddling with it; and all the alteration of the law which he wanted was, to be allowed to lay his case before the Lord Chancellor, which every one else might do except himself.

Mr. HADFIELD opposed the Bill. Notwithstanding the prestige and power of the two learned members who had introduced it, he trusted that the House would not stultify itself by rescinding various former decisions.

Sir J. GRAHAM thought great injustice had been done in the various decisions to which the House had come on this question. Sir T. Wilson wished to make certain arrangements for his property, but was stopped by the confused manner in which the covenants under which he held it had been prepared. Whether he sought for justice through the means of a private Act, or by a general one, Sir T. Wilson was still denied what was only common justice. Every one, of course, would say, by all means keep Hampstead-heath open; but no one would say, keep it open at the expense of injustice towards a private individual. Besides, it was not now sought to obstruct the public access to the heath, but to build on the Finchley-road, which was at some distance.

The House divided—For the second reading, 77; against it, 59; majority, 18. The Bill was then read a second time.

Thursday, Aug. 6.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The debate on clause 8 was resumed.

The ATTORNEY-GENERAL said that Mr. Malins having suggested the other evening that delay might arise from difficulty in obtaining the attendance of the chief common law judges to sit in this court, he had since considered the matter, and submitted it to those who had had the charge of this Bill in the other House. The result was that he thought that it would be better to leave the constitution of the court as it stood. The Lord Chancellor and the Lord Chief Justice had arrived at the conclusion, that, if the court was left as it stood, there would be no difficulty in its meeting a sufficient number of times in the year for the despatch of the business committed to it. The Lord Chancellor justly observed that no inconvenience had resulted from having one of the chief judges to sit with him in the hearing of divorce and matrimonial causes; for under an existing Act either of them might appoint a judge to sit for him at *Nisi Prius* in the sittings after term; and this power might, of course, be exercised so as to secure the requisite number of days for this court to sit. In all probability the range of business would be very small, and would not demand more than two or three days at the end of every term.

Lord J. MANNERS suggested that if, as Mr. Napier had pointed out, the Bill were applied to Ireland, a difficulty might arise from the fact that the chiefs of the Common Pleas and Exchequer were Roman Catholics, and that their religious tenets would prevent them from administering the law. There was nothing, moreover, in the law of England to prevent some of the judges nominated under this clause from being Roman Catholics. He perceived that by clause 12, power was given to the Sovereign to make the new court a court of circuit. Well, undoubtedly, if the law was to be administered cheaply, and brought home even to the middle classes, the court must be a court of circuit; but he wished to know whether it was really the intention of the Attorney-General and of Government to send the Lord Chancellor and the other judges of the court through the country to administer the law. If that were the case, all he could say was, that it would, he believed, be the first time that the Lord Chancellor had been sent tramping through the country for such a purpose. He should like to know at what period of the year the court of circuit was to administer this inestimable boon of divorce. If, as was now represented, only three or four cases a-year were likely to arise, he could not understand why Parliament should be kept sitting till September in order to pass this Bill.

Mr. MALINS coincided in the opinion, that, if there should be a great increase in the number of cases, neither the Lord Chancellor nor any one of the chiefs would be able to attend the new court with sufficient frequency for the despatch of business.

Lord J. RUSSELL was surprised that the Attorney-General should have been so easily satisfied with the statement of the Lord Chancellor, who it appears, finding that there have been few cases in the House of Lords, thinks that if at the end of term he can get one of the Chief Justices and the Chief Baron, to sit with him, the court will be able to dispose of the three or four cases, which he supposes will be the limit, in a few days. But if this is to be a general remedy, we may expect an increase. Bnt he could understand that it would not increase, because this was not the way in which a poor man would seek a remedy, who, having probably some experience of an attorney's charges, would be so alarmed at the thought of the expense of employing an attorney in the country to set in motion an attorney in London (however much he might wish for a remedy), that he would forego the remedy which Parliament had provided. But it would be possible to enable persons desiring to obtain this remedy, to present their petitions to a court in the country—to a judge at assize. The facts might be ascertained by witnesses competent to give evidence in that court, and, the facts having been found, a judge of assize would be perfectly competent to make his report to the court in London, and the ultimate decision might be made by that court. It would be preferable to have various and different courts, even at the risk of there being some uncertainty and variety in the decisions, than what is now proposed. It would be better if the superior courts in London, and the judges of assize were enabled to afford a remedy.

Mr. HENLEY did not believe that all the business of the new court would be got over in two or three days at the end of term. With regard to the promise of bringing the remedy within the reach of the poor man, it was an utter delusion.

Mr. WARREN contended that the court would be altogether inefficient, and pointed out that the weight of business now pressing upon the Chief Justices would render it impossible for them to assist at a court for trying divorce cases. It had not been explained whether the court was to be stationary or itinerary—it was to sit when her Majesty in Council might appoint; but it appeared to him that for the Lord Chancellor to go down to Cornwall would not be exactly in accordance with the usage or the seemliness of that high office.

Mr. COLLINS, with the view of bringing the remedy home to the door of the poor man, proposed that the county-court judgss should have jurisdiction in divorce cases; for the county courts were the only civil tribunals to which the poor had access, the higher courts being too expensive for them.

The ATTORNEY-GENERAL said that the House of Lords heard these cases in a very different manner from that which the proposed court would adopt. The evidence of the witnesses would be taken at the trial, and upon that evidence the court would pronounce its judgment. When there was an application for a new trial the question would be heard and decided at once, and in as short a space of time as similar applications were decided now by the common law courts at Westminster, where five or six applications for new trials were frequently heard and decided in a single morning. He did uot anticipate that there would be any such great addition to the number of divorce cases under the new law as some seemed to anticipate, nor did he believe that the expense of the proceedings would be so alarming as had been suggested. In Scotland, where divorce was easily obtained, there had been but ninety-five cases in five years, and the average cost of rescinding a marriage in that country was about £30, and if no opposition was offered, about £20.

Mr. AYRTON thought that the question which had been raised by Lord J. Russell ought to be seriously considered. It was impossible to decide what the court was to be till it was known what sort of justice it was to administer; or until it was determined whether there were to be local courts, or some machinery by which every man could for £10 or £20 bring his case before some tribunal for trial. He believed that under this Bill a cost of £100 or £200 would be incurred before a man could get redress.

Mr. POWELL said that he thought it would be less difficult to get together three puisne judges than three chief justices; and as by a recent enactment the Lord Chancellor could call in the assistance of the common law puisne judges in Chancery, he did not see why they could not be members of this court. With regard to the suggestion of giving the power of divorce to the county courts, he thought it was intended to throw ridicule on the Bill, and he deprecated any notion of giving a jurisdiction in divorce to such courts.

Mr. BUTT said, the proposition to give jurisdiction to the county courts, so far from being calculated to throw ridicule on this measure, would carry out the principle of the Bill by bringing the same justice to the cottage of the poor man as to the

door of the rich, which the court now to be constituted would not do.

Lord Stanley said that before he supported the proposition of extending the jurisdiction in divorce to the county courts, he should be desirous of ascertaining, not merely whether the judges of the county courts were competent to deal with these questions, but whether they had leisnre to undertake such an addition to the business of those courts.

Mr. Bowyer said if this was a poor man's Bill it would be impossible to stop short of giving county courts the power of dissolving marriages. And if that course should be adopted, an extraordinary facility would be given for divorce and for collusion. Should a man and woman quarrel, what would be easier than for them to qualify themselves to obtain a divorce. Parties would think no more of going to the county court to get a divorce than to sue for a debt of £5.

Mr. Macaulay said, at present, a poor man could not contest an acre of land, or bring an action for libel or defamation, without coming into the superior courts; and he did not see why an ambulatory court should be constituted to settle disputes between men and their wives.

The committee divided. The numbers were: — For the clause, 105; against it, 71: majority, 34.

The clause was then agreed to.

On clause 9, the Attorney-General said, the Bill required a petition in the first instance, which would be of the most informal and in expensive character. If the respondents appeared and opposed the petition, it would lead to a trial being directed. The judge ordinary would direct the trial, but the ultimate decision must be before the full court. If the question of fact was to be tried before a jury upon an issue directed for that purpose, the order directing the issue might be made by the judge ordinary alone. That would be, of course, in a contested case. If it were an uncontested case, it would still be the duty of the court to take evidence before itself to ascertain the fact that adultery had taken place, and then the court would proceed at once to pronounce sentence. That must be before the full court.

Mr. Drummond said there was no means of giving relief to the poor except by extending to the county courts the power of making decrees of judicial separation in cases of ill-treatment, and proposed an amendment with this view, but which he consented to withdraw for the present.

On clause 12, relating to the sittings of the court,

The Attorney-General said, that it was not intended that the court should be itinerant.—The clause was agreed to.

On clause 15, the Attorney-General stated that he should be prepared to introduce a clause giving compensation to proctors for matrimonial business, in the same way as was done in the Probates Bill.

The motion for reporting progress was then agreed to.

Probates and Letters of Administration Bill.

In answer to Lord Goderich,

The Attorney-General said, he saw no prospect of going on with this Bill before Tuesday, but he would put it in the paper for Friday, and if not proceeded with then, he would fix it positively for 12 o'clock on Tuesday.

Wills, &c, of British Subjects Abroad Bill.

This Bill was read a third time and passed.

Leases and Sales of Settled Estates Act Amendment Bill.

The House resolved itself into committee on this Bill, after an ineffectual opposition by Mr. Cox; but on the motion of Mr. Ayrton, carried by a majority of 1, the chairman was ordered to report progress.

PRIVATE BILLS.—(*From a Correspondent.*)

Friday Evening.

The Mersey Conservancy Bill is still pending; and the Liverpool interest has assumed an appearance of vitality quite equal to that displayed at any period of the proceedings. To a great extent the Committee in the Lords have negatived the decision of the Commons, inasmuch as they have come to a resolution that they will not interfere with the Liverpool Town Dues; and that they will not pass the Bill unless compensation is paid to the Corporation of Liverpool. This resolution is, in fact, an adoption of the views expressed by Lord Derby in the discussion on second reading; and although his Lordship's motion was rejected by a majority of the House, still the benefit intended to be conferred by it has been granted to the Corporation by this Committee. The three parties interested—viz. the promoters of the Mersey Conservancy Bill, the Liverpool Corporation, and the Liverpool Dock Company respectively, have made propositions, founded on the resolution of the Committee;* so that, whatever may be the result, an issue is made upon which the Committee can try the real merits of the case between all parties. Anything is better than an adjournment of the question, which was anticipated a few weeks ago, as it seemed impossible to lay the whole case before the Committee in the Lords in the time limited for that purpose. The decision of the Committee quite bears out the generally admitted theory, that the Lords regard vested rights and interests with a much more jealous eye than the Commons.

ELECTION COMMITTEES.—(*From a Correspondent.*)

Friday Evening.

Ipswich.—The decision on this petition was only made just in time for press last week. In Mr. Cobbold's case four cases of bribery were proved, and the guilty knowledge came *very nearly* home to the sitting member, as one case of bribery was reported to have been committed by Arthur Thomas Cobbold. The Committee reported generally on both petitions that the payments made for travelling expenses had been systematically in excess of the actual disbursement of voters, although the fact of corrupt intention had not been proved against either member.

Beverley.—Edward Auchmuty Glover, Esq., a member of the bar, has not only been unseated, but stands a fair chance of being prosecuted by the House of Commons. Mr. Glover was unseated on the ground of want of qualification. He made the declaration in the form prescribed by the Act of Parliament in respect of property which, as he alleged, he was entitled to under a recent marriage. There is a strangely romantic, or rather melo-dramatic, story connected with this said marriage, which would be out of place in these columns, but suffice it to say that the committee unanimously decided that the evidence should be laid before the Attorney-General, with a view to further proceedings being taken in the case.

Drogheda.—There is an old saying, "that one man may steal a horse, whereas another may not look into a stable window;" and certainly the decision of the Committee on the Drogheda Election Petition, as compared with that of the Committee on the Mayo case, seems to confirm this. The stories of Mayo and Drogheda Elections seem to agree precisely. The voters were cursed, and pelted, and bullied, priests howled, and stones flew about like hail. The grand feature of agitation seemed to be to keep up a perpetual memory in the minds of the voters of the Battle of the Boyne; the only difference between the priests who carried the Mayo Election, and those who figured at Drogheda, being in name. The Committee came to the conclusion that Mr. M'Cann was duly elected. They also reported that there was rioting on the day of nomination, and on the preceding day; and that it did not appear to the Committee that proper precaution was taken by the authorities to insure good order.

Dublin Election.—The Committee decided this afternoon in favour of the sitting members, to the great disappointment of the Roman Catholic party, who looked on the anticipated result as a certain set-off to the priestly interference proved in the Mayo case. The case of the petitioners was, that the Protestant Association had used undue influence and bribery; and certainly their suspicions were not groundless, inasmuch as it was proved that one Protestant Society applied to the sitting members to be repaid a sum of £16 in respect of payments made on their behalf.

The Committee agreed to report to the following effect, though not *totidem verbis*:—that it was proved that several freemen had voted under the expectation and promise of pecuniary reward after the expiration of the time for petitioning against the sitting members; that it was not proved that any such pro-

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* The following is the resolution of the Committee on the Mersey Conservancy:—

Resolved,—That the Committee will not take upon themselves to adjudicate upon the claims of the Corporation of Liverpool in respect of the town dues, and the alleged right to apply the income therefrom, either in whole or in part, to purposes other than the maintenance and improvement of the port. The Committee, therefore, will not sanction the transfer of such town dues to the trust proposed to be created by this Bill, without some provision that shall secure to the Corporation such fair and equitable compensation as may now be agreed upon by the parties, or that shall leave the question of compensation to be determined by the decision of a court of law, upon the primary question of such rights and liabilities attaching thereto.

mises were made with the consent of Mr. Grogan or Mr. Vance. To give some idea of the free and independent electors of Dublin city, it may be stated that one of them was in bed on the day of election, and literally had not a rag to his back, and that clothes had to be provided for him to go to the poll in.

Births, Marriages, and Deaths.

BIRTHS.

BIRCHAM—On July 30, at Burhill, Walton-on-Thames, the wife of Francis T. Bircham, Esq., of a daughter, who only survived its birth a few hours.

CHUBB—On Aug. 3, at 13 Hinde-street, Manchester-square, the wife of William Chubb, Esq., of Gray's-inn, of a daughter.

HANNAY—On July 28, at Leamington, the wife of William Hannay, Esq., Solicitor, of a son.

HOOPER—On Aug. 1, at Bellona-house, Handsworth, Staffordshire, the wife of Edwin Hooper, Esq., Solicitor, West Bromwich, of a daughter.

ROWLAND—On July 29, at Berwick, the wife of Mr. Rowland, Solicitor, of a daughter.

WHITELOCK—On July 31, at Grena-lodge, Richmond, the wife of John William Whitelock, Esq., of a son.

MARRIAGES.

COOKE—JONES—On Aug. 1, at Sutton Maddock, Salop, by the Rev. J. Bennett, M.A., Vicar of Caversham, William Henry Cooke, Esq., of the Inner Temple, Barrister-at-Law, to Martha Anne, only child of William Jones, Esq., of Brockton Court, Shiffnal.

GRIFFITH—NOBLE—On July 28, at Christchurch, Highfield, in the parish of Stoneham, near Southampton, by the Ven. the Archdeacon Wigram, assisted by the Rev. Gerald S. Fitzgerald, the Incumbent, Thomas Griffith, Esq., of 15 Elizabeth-terrace, Paddington, London, second son of the late William Griffith, Esq., Barrister-at-law, formerly Solicitor General of Barbadoes, and proprietor of Windsor and Frenches Estates in that island, to Anne, only daughter of C. J. Noble, Esq., Solicitor, Raglan-villa, Highfield.

INDERWICK—WILKINSON—On Aug. 4, at St. Mary's, West Brompton, by the Rev. W. J. Irons, D.D., Vicar of Brompton, Frederic A. Inderwick, Esq., of the Inner Temple, only son of Andrew Inderwick, Esq., R.N., to Frances Maria, elder daughter of John Wilkinson, Esq., of Pelham-villas, Brompton.

POSTANS—KEARSLEY—On Aug. 4, at Ovingdean, near Brighton, by the Rector, the Rev. Alfred Stead, Richard Broadhurst Postans, Solicitor, of Gray's-inn, and Suffolk-villa, Maiden-lane, Highgate, to Jane Kearsley, only child of George Kearsley Davison, Esq.

ROWDEN—YEOMAN—On Aug. 4, at St. Clement's Church, Hastings, by the Rev. Robert Rowden, B.A., Francis Rowden, Esq., of Lincoln's-inn, Barrister-at-Law, to Constantia Linda, eldest daughter of the late Captain Bernard Yeoman, R.N.

SEEBOHM—EXTON—On July 30, at Hitchin, Frederick Seebohm, Esq., Barrister-at-Law, to Mary Anne, the younger daughter of the late William Exton, Esq., Banker, of that place.

TOMALIN—CLARKSON—On July 28, at Lenton, Notts, by the Rev. George Browne, the Vicar, William Tomalin, Esq., jun., Solicitor, Northampton, to Sarah Elizabeth Anne, the only child of the late John Clarkson, Esq., of Breedon-lodge, Leicestershire.

WILKINSON—MARSHALL—On Aug. 1, at St. Pancras Church, by the Rev. W. B. Galloway, M.A., Incumbent of St. Mark's, Primrose-hill, Regent's-park, John Wilkinson, Esq., of Austhorpe-lodge, Whitkirk, near Leeds, to Anne, second daughter of the late William Marshall, Esq., Solicitor, of Ely, Cambridgeshire.

DEATHS.

BAZETT—On Aug. 1, at 46 Gloucester-place, Portman-square, aged 64 years, Eleonora Margaret, widow of the late William Y. Bazett, Esq., of the Middle Temple.

CHEEK—At Allahabad, in the East Indies, aged 16, Arthur Marcus Hill Cheek, Ensign in the 6th Bengal Native Infantry, and second son of Oswald Cheek, Esq., Town Clerk of the Borough of Evesham.

DAIN—On Aug. 3, Mary, the wife of Horatio Dain, Esq., of Parliament-street, Westminster, and Crouch-hill, Hornsey.

FOSTER—On Aug. 1, at Brighton, Caroline, the beloved wife of Thomas Gregory Foster, Esq., of Caroline-place, Mecklenburgh-square, Barrister-at-law.

KARSLAKE—On Aug. 3, Henry Karslake, Esq., of 4 Regent-street, and Queen-square, Bloomsbury, in his 72nd year.

WEALL—On July 31, at Woodcote-villa, Loughborough-park, of infantine cholera, Herbert William, the deeply loved child of Mr. William Weall, Solicitor, aged 8 months.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BISHOP, WILLIAM, Esq., Grayswood Chiddingford, deceased, GEORGE FREDERICK GORDON, Esq., Haslemere, Surrey, and FERMEN DE TASTET, Esq., Bishopsgate-churchyard, £3,256 : 13 : 4 Consols.—Claimed by WILLIAM RUSSELL, Esq., Accountant-General of the Court of Chancery, In re Gordon v. Lowe.

BONSALL, JOHN SMITH, Esq., Aberystwith, £121 : 19 Consols.—Claimed by JOHN SMITH BONSALL.

FORBES, SARAH, Spinster, Kingairloch, Argyllshire, N.B., £152 : 12 : 11 Reduced.—Claimed by EDWARD RICHARD WILLIAMS, the husband of the said SARAH FORBES, and administrator.

GORDON, GEORGE FREDERICK, Esq., Haslemere, Surrey, and FIRMIN DE TASTET, jun., Esq., Bishopsgate-churchyard, £666 : 13 : 4 Consols.—Claimed by WILLIAM RUSSELL, Esq., Accountant-General of the Court of Chancery, In re Gordon v. Lowe.

HOUGH, SAMUEL, Gent., at Mr. Carter's, Hyde-pk.-corner, £50 Consols.—Claimed by SAMUEL HOUGH.

MACLEAN, CHARLOTTE Lady, Woolwich-common, ANN MACLEAN, Spinster, same place, and JOHN HENRY POWELL SCHNEIDER, Esq., New Broad-st., £225 Consols.—Claimed by WILLIAM SCHNEIDER, acting executor of JOHN HENRY POWELL SCHNEIDER.

MACLEAN, Lady CHARLOTTE, Widow, Woolwich-common, CAROLINE MACLEAN, Spinster, same place, and JOHN HENRY POWELL SCHNEIDER, Esq., New Broad-st., £225 Consols.—Claimed by CAROLINE MACLEAN, the survivor.

MACLEAN, Lady CHARLOTTE, Widow, Woolwich-common, JULIA MACLEAN, Spinster, same place, and JOHN HENRY POWELL SCHNEIDER, Esq., New Broad-st., £225 Consols.—Claimed by JULIA MACLEAN, the survivor.

MACLEAN, Lady CHARLOTTE, Widow, Woolwich-common, MARGARET MACLEAN, Spinster, same place, and JOHN HENRY POWELL SCHNEIDER, Esq., New Broad-st., £225 Consols.—Claimed by MARGARET MACLEAN, the survivor.

SMITH, HARRY, Gent., Temple-bar, deceased, £43 : 12 : 5 Reduced.—Claimed by WILLIAM HENRY, and GEORGE SMITH, acting executors.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

ALBINSON, ALBISON, ALLBYSON, ALLERSON, ALBISTON, ORBASTON, ORBISON, OSBALDENSON, OSBALDESTON, OSBALDSON.—All persons bearing any of the above surnames, and answering to the description of children or descendants of a child of ADAM OSBALDESTON, who is described in the will of JOHN OSBALDESTON, Gent., of Worsley, Lancashire, dated Aug. 19, 1822, as his cousin, to apply to Mr. John Wilson, 15 Dickinson-st., Manchester, Solicitor; or Mr. A. L. Hardman, 32 Cooper-st., Manchester.

Money Market.

CITY, FRIDAY EVENING.

Our former contests in India and China, although extensive and important, did not create in the public mind the same degree of keen anxiety as European contests always produce; nor has the additional expenditure attendant upon those eastern conflicts been so great as to occasion material derangement to the national finances. But it now becomes more obvious every day that we are engaged in wars, and in an expenditure of such magnitude, that measures of economy, and hopes of retrenchment suitable to times of peace, must be deferred for an indefinite period. In the early part of this week contradictory inferences, drawn from the late Indian news, caused much fluctuation in the English Funds. During the last three days the market has been rather firmer, and has improved about $\frac{5}{8}$ per Cent. The closing price of Consols for money is 90$\frac{1}{2}$. Tuesday being the 4th of the month, the demand for money, both in the discount market and at the Bank of England, was exceedingly great. Later in the week there has been less demand, but rates have not declined. The East India Company having given notice of a further rise of 2 per Cent. in their rate for bills on India, the purchase of bills has received a powerful check, and the demand for silver for exportation will be proportionably augmented. The amount of specie shipped for the east by the Peninsular and Oriental Steamer, Ripon, is £1,012,963; nearly the whole of it is silver, the gold being only £5,380.

From the Bank of England return for the week ending the 1st of August, 1857, which we give below, it appears that the amount of notes in circulation is £19,905,980, being an increase of £328,585, and the stock of bullion in both departments is £11,302,152, shewing a decrease of £370,826 when compared with the previous return.

Advices from a part of the wine districts of France report the re-appearance of the vine disease in those vineyards where the use of sulphur was neglected. Nevertheless, a good vintage is expected, with quality equal to the wines of 1811. In the mean time prices decline in almost every market. The accounts from Burgundy are excellent, there are no complaints of disease. In the neighbourhood of Paris the grapes are magnificent, and abundant beyond example.

The conclusions arrived at by Captain Douglas Galton, and his colleagues, relative to the main drainage of London, extend wonderfully the view of that subject both in regard to the time it will occupy and the cost it will involve. It is not only London, in its largest extent, which the conclusions of these gentlemen embrace; but also the districts adjacent to the metropolis, and the population of a large portion of the main valley of the Thames for which drainage is proposed to be provided, it being a fact that those districts have become saturated with sewage, and the streams throughout the country polluted by means of increasing and improving house-drainage, and now require, almost equally with London, to be purified. The prospective population of the metropolitan district, for which provision

should be made, is 3,578,089, and of the subsidiary districts, 401,000, being a total prospective population of 3,979,089. The period of time to be allowed, considering the magnitude of the works, the peculiar difficulties of construction, and having a due regard to economy, should not be less than five years. It is concluded that the best outfall on the north side of the Thames is at a place between Mucking Lighthouse and Thames Haven, in Sea Reach, considerably below Gravesend, and the best outfall on the south side is Higham Creek, in the Lower Hope. The cost of these main outfall sewers will be £3,144,300; the cost of the internal system of intercepting sewers in the metropolitan district will be £2,292,965, and the total cost £5,437,265. The final conclusions are, that all towns and villages in the line of the main outfall sewers should discharge their sewage into these channels, instead of allowing it to pass through the marsh drains into the river, that these districts should contribute towards the cost, and that the Thames cannot be purified by any less comprehensive plan than the one now suggested.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	216	215½ 17	...	216½	216½
3 per Cent. Red. Ann.	91¼	90⅞	90⅞ ½	90½ ½	90⅝ ⅝	90⅞
3 per Cent. Cons. Ann.	90⅝ 91	90⅞	90⅝ ⅝	90¼	90¼ ½	90⅝
New 3 per Cent. Ann.	91⅜	91	91 90⅝	90½ ⅝	90⅝ ⅜	91⅛
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	18½	...	...	...	18½
India Stock	214	...	...	...	...	215
India Bonds (£1,000)	20s. dis.	...	...	...	22s. dis.	18s. dis.
Do. (under £1,000)	...	22s. dis.	17s. dis.	...	...	...
Exch. Bills (£1,000) Mar.	1s. dis.	1s. dis.	1s.ds.pr	4s. dis.	par.	par.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	1s. dis.	1s. dis	1s. pm.	3s. dis.	1s. p.m.	par.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	5s.ds.pr	4s. dis.	p.2s.pm	2s. pm.	2s. pm.	2s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	98⅝	98⅝	...	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	...	...	...	...	98⅝	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2⅞
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	77⅛ ⅛	77⅛ 77	...	77⅛	77⅛ ⅛	77⅛ ⅛
Chester and Holyhead	...	...	36½	35⅝	35½	...
East Anglian	...	...	20⅜	...	...	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	...	...	...
Edinburgh and Glasgow	...	...	...	...	...	...
Edin., Perth. & Dundee	34⅜	...	...	34½	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	97⅜	97⅜	98	98	98½
Gt. South & West. (Ire.)	...	...	...	102½	...	102⅛
Great Western	64⅜	63½	63 62½	62 61½	61½ ⅜	60⅞ ⅛
Lancashire & Yorkshire	100⅜	100½	100½ ½	100⅝	100½	99⅛
Lon., Brighton, & S. Coast	...	107⅛	106½ xd	107½ xd	105 x. d	105 x.d.
London & North Western	103⅛	103	102⅛ 3	102⅜	103	102⅛ 3
London and S. Western	99½	98⅜	98¼	98¼	97½	97½ ⅜
Man., Shef., and Lincoln	44 xd.	43¾ xd.	43 x.d.	43 x.d.	43 x.d.	43¼ x.d.
Midland	84⅜	84	83½ ⅜	84½	84⅜	84⅜ ½
Norfolk	64½	...	64	...	...	64½
North British	46	...	46	46	...	46½
North Eastern (Berwick)	95	95	94⅜	93⅜ 94½	95	...
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	34½	34½	...	34	34	33½
Scottish Central	...	...	105	...	...	...
Scot.N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	...	...	48⅛	...	...	49
South-Eastern	74½	...	...	...	...	74
South-Wales	92	92	...	91⅜	91½	91⅜

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 1ST DAY OF AUGUST, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,135,380	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	11,660,380
		Silver Bullion	...
	£25,135,380		£25,135,380

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,596,081
Rest	3,536,903	Other Securities	18,217,524
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,365,317	Notes	5,229,400
		Gold and Silver Coin	641,772
Other Deposits	10,463,068		
Seven day & other Bills	766,489		
	£34,684,777		£34,684,777

Dated the 6th day of Aug., 1857. M. Marshall, Chief Cashier.

London Gazettes.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

FRIDAY, *Aug.* 7, 1857.

Bell, John Leonard, Gent., Bourn, Lincolnshire.

PERPETUAL COMMISSIONERS FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

TUESDAY, *Aug.* 4, 1857.

Hubbard, William, Gent., Rugby; for the county of Warwick.—*July* 25.

James, John, Gent., Wrexham, Denbighshire; for the counties of Denbigh and Flint.—*July* 14.

Lott, Thomas, Gent., Bow-la.; for the City of London.—*July* 21.

Loxley, John, Gent., Cheapside; for the city of London, county of Middlesex, and city and liberties of Westminster.—*July* 21.

Phillips, William, Gent., York; for the city of York and Ainsty.—*July* 25.

Thursfield, John Hunt, Gent., Wednesbury, Staffordshire; for the counties of Stafford, Warwick, Salop, and Worcester.—*July* 24.

FRIDAY, *Aug.* 7, 1857.

Gedye, Nicholas, Gent., Twickenham, Middlesex; for the county of Middlesex and city and liberties of Westminster.—*July* 22.

Hedges, John Kirby, Gent., Wallingford, Berks; for the counties of Berks and Oxford.—*July* 23.

Hollingsworth, Nathaniel, Gent., Gresham-st.; for the city of London.—*July* 21.

Prescott, George William, Gent., Stourbridge, Worcestershire; for the counties of Worcester, Stafford, and Warwick.—*July* 24.

COMMISSIONER FOR TAKING AFFIDAVITS.

TUESDAY, *Aug.* 4, 1857.

Chaffers, Alexander, Solicitor, 43 Bedford-row, has been appointed by the Supreme Court of New South Wales a Commissioner of that Court, for taking affidavits and examining witnesses at law or in equity in all proceedings pending or to arise in that Court.—*May* 21.

Bankrupts.

TUESDAY, *Aug.* 4, 1857.

Bentham, Henry Apthorp (and not Henry *Althorpe* Bentham, as advertised in last Friday's *Gazette*), Shipowner, Sunderland. Aug. 13, at 12, and Sept. 16, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Ranson & Son, Sunderland. *Pet.* July 28.

Clayton, Thomas, & Thomas Sanders, Slaters, Liverpool. Aug. 14 and Sept. 4, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Ewer, Liverpool. *Pet.* Aug. 1.

Collett, Martin, Miller, Stanley Downton, Leonard Stanley, Gloucestershire. Aug. 17 and Sept. 14, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Edwards & Freston, Stroud; or Abbott & Lucas, Bristol. *Pet.* July 22.

Daniel, Joseph, Builder, Manchester. Aug. 20 and Sept. 10, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Etty, Liverpool. *Pet.* July 4.

Davis, William, & William Henry Davis (W. Davis & Son), Drapers, Haverfordwest. Aug. 18 and Sept. 15, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry; or Bevan & Girling, Small-st., Bristol. *Pet.* July 22.

Dickson, John, Warehouseman, 48 Bread-st. Aug. 17, at 12.30, and Sept. 21, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Mardon, Christchurch-chambers, 99 Newgate-st. *Pet.* Aug. 1.

Foot, Joseph, Builder, Alma-pl., Plymouth. Aug. 10, at 10, and Sept. 7, at 1; Athenæum, Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Whiteford, Bennett, & Tucker, Plymouth; or Stogdon, Exeter. *Pet.* Aug. 1.

Hawley, Thomas, Grocer, 221 Blackfriars-rd.; Clements-inn-passage, Strand; 27 King's-rd., Chelsea; and 97 Crawford-st., Marylebone. Aug. 17, at 11.30, and Sept. 15, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry Chambers. *Pet.* July 31.

Kirkham, John (Kirkham & Co.), Ironfounder, Bridge-rd., Battersea, Surrey. Aug. 14 and Sept. 11, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Chauntler, 8 Gray's-inn-sq. *Pet.* Aug. 3.

LANCASTER, Henry, Ironmaster, Walsall, Staffordshire. Aug. 14, at 10, and Sept. 3, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Hayes, Wolverhampton; or Hodgson & Allen, Birmingham. *Pet.* July 24.

METCALFE, William Thomas, Draper, Great Driffield and Bridlington, Yorkshire. Aug. 26, and Sept. 23, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Collinson, Gt. Driffield; or England & Saxelbye, Hull. *Pet.* July 31.

OAKES, William, Edge-tool Manufacturer, Sheffield. Aug. 15 and Sept. 19, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Gould & Son, Sheffield. *Pet.* July 31.

STEPHENSON, Joseph, Innkeeper, Winterton, Lincolnshire. Aug. 19 and Sept. 9, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Levett & Champney, Hull. *Pet.* July 18.

WINNING, William, Smallware Manufacturer, Wirksworth, Derbyshire. Aug. 18, and Sept. 15, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Stone, Wirksworth; or Bowley & Ashwell, Nottingham. *Pet.* July 31.

WOLSTENCROFT, Henry Septimus, Logwood Grinder, Middleton, Lancashire. Aug. 14 and Sept. 4, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Atherton, King-st., Manchester. *Pet.* Aug. 1.

WRIGHT, William Wild, Grocer, Stockport, Cheshire. Aug. 14 and Sept. 4, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Sutton, Marsden-st., Manchester. *Pet.* July 22.

FRIDAY, *Aug.* 7, 1857.

ALDRIDGE, James Wilsher, Corn Merchant, Witham, Essex. Aug. 25, at 11.30, and Sept. 29, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Pownall, Son, & Cross, Staple-inn, London; or Newman & Harper, Hadleigh, Suffolk. *Pet.* July 29.

BANYARD, John, Brewer and Licensed Victualler, Royal Sovereign Inn, Shoreham, Sussex Aug. 20 and Sept. 12, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* Aug. 5.

BURGESS, Samuel, Salt Manufacturer, Wharton, Cheshire. Aug. 19 and Sept. 14, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Snowball, Liverpool. *Pet.* July 30.

DANCYGER, Lewis, Cabinet-maker, Newcastle-upon-Tyne. Aug. 14 and Sept. 16, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Hodge & Harle, Newcastle-upon-Tyne. *Pet.* July 30.

FARR, John, Ironmonger, Castle-st., Bristol. Aug. 19 and Sept. 22, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Hinton, Bristol. *Pet.* Aug. 3.

HOBSON, John Overton, Corn Merchant, Long Sutton, Lincolnshire. Aug. 18 and Sept. 15, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Coope, Nottingham. *Pet.* Aug. 4.

STERN, Asher, Waterproofer and Clothier, 6 George-st., Minories, and 26 Gt. St. Helens, now a prisoner in Debtors' Prison for London, Aug. 20, at 1, and Sept. 12, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Lloyd & Rule, 26 Milk-st., Cheapside. *Pet.* July 28.

THOMPSON, George, Corn Dealer, 6 Barnsbury-st., Islington, and 16 Chichester-pl., Gray's-inn-rd. Aug. 17, at 2, and Sept. 21, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Smith, 13 Token-house-yd. *Pet.* July 25.

WHITE, Edmund (M. White & Son), New Corn Exchange, Mark-la., Phœnix Wharf, Stratford, Essex, and Globe-wharf, Wapping. Aug. 20, at 11, and Sept. 12, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Messrs. Hillcary, 5 Fenchurch-bldgs., Fenchurch-st. *Pet.* Aug. 5.

WOOSTER, Timothy, Seedsman, Cheltenham, Gloucestershire. Aug. 24 and Sept. 21, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Marshall, Cheltenham; or Abbott & Lucas, Albion-chambers, Bristol. *Pet.* July 30.

BANKRUPTCIES ANNULLED.

FRIDAY, *Aug.* 4, 1857.

DERBYSHIRE, Richard (Wilson & Derbyshire), Provision Merchant, Liverpool. July 30.

PALMER, John, Pinmaker, Broad-st., Birmingham; in partnership with Oliver Gaishford Blackham (Palmer & Blackham). July 24.

FRIDAY, *Aug.* 7, 1857.

BURFIELD, William, Ironmonger, Blaenavon, Monmouthshire. Aug. 3.

MEETINGS.

TUESDAY, *Aug.* 4, 1857.

FOX, Sir Charles, & John Henderson, Engineers, London Works, Smethwick, Staffordshire; 8 New-st., Spring-gardens, Westminster; and Fore-st., Limehouse. Aug. 14, at 10.30; Birmingham. *Com.* Balguy *Prf. Debts.*

HALLILEY, Anthony, & Richard Halliley, Calico Printers, Wigton, Cumberland. Aug. 27, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

MOSLEY, Edwin, Goldbeater, 5 Hyde-st., Bloomsbury. Aug. 22, at 12; Basinghall-st. *Com.* Fonblanque. *Div.*

SCHENK, William, Merchant, Royal-exchange-bldgs., Cornhill; Port Wallace, Nova Scotia; and St. John's, Newfoundland. Aug. 25, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

FRIDAY, *Aug.* 7, 1857.

BROWN, John Henry, jun. (Brown, Brothers, & Co.), Commission Merchant, Newcastle-upon-Tyne. Aug. 20, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from July 14) *Last Ex.*

HANBURY, Jonathan, Grocer, Matfield-green, Brenchley, Kent. Aug. 17, at 1; Basinghall-st. *Com.* Goulburn. *Last Ex.*

ROBERTSON, Henry, Commission Agent, 3 St. Michael's-alley, Cornhill. Aug. 10, at 2; Basinghall-st. *Com.* Fonblanque. (*By adj.* from June 23) *Last Ex.*

WANG, Lorens Theodor, Timber Merchant, Sunderland. Aug. 18, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Last Ex.*

DIVIDENDS.

TUESDAY, *Aug.* 4, 1857.

ARCHER, John, Broker, Liverpool. Second, 3*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

BELLAMY, John Vallance, Wine and Spirit Merchant, Sheffield. Second, 1*s.* 3½*d.*, and first and second, 7*s.* 11½*d.* on new proofs. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

BENNING, William (Benning & Co.), Law Bookseller, Fleet-st. Sixth, 4*d.* *Whitmore*, 2 Basinghall-st.; on Wednesday next, or any Wednesday after Oct. 19, 11 to 3.

BINNS, Joshua, Cotton Manufacturer, Dukinfield. First, 2*s.* 8½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday after Oct. 5, 10 to 1.

CRIPPIN, John, Ferry Proprietor, Liverpool. Second, 1*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

ELLIS, Edward Firmin, Stockbroker, Hendon, Middlesex, and Royal Exchange-bldgs., London. First, 5*s.* *Whitmore*, 2 Basinghall-st.; on Wednesday next, or any Wednesday after Oct. 19, 11 to 3.

FIRTH, Clifford, Broker, Liverpool. Second, 2*s.* 6*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

GRAHAM, Walter, Draper, Blackburn. Second, 8*d.* *Pott*, 7 Charlotte-st., Manchester; any Tuesday after Oct. 5, 11 to 1.

HARRISON, Henry, Tailor, Sheffield. First, 3*s.* 6*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

HEGINBOTTOM, William Howard, Hosier, Manchester. First, 12*s.* 9*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday after Oct. 5, 10 to 1.

HUGHESDON, Joseph, & Alexander Mackay (Hughesdon Brothers), Merchants and Agents, Chundernagore, East Indies. Third, 1¼ per Cent. *Whitmore*, 2 Basinghall-st.; on Wednesday next, or any Wednesday after Oct. 19, 11 to 3.

KINTON, John, Builder, Coventry. First, 1½*d.* Any Thursday, 11 to 3.

LADD, John, Builder, Liverpool. First, 2*s.* 6*d.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

LINFOOT, Benjamin, Builder, Mansfield, Notts. First, 6*d.* On the three following Mondays after Oct. 5, 11 to 3.

MARKS, Aaron, & Nahum Salamon, Merchants, Sheffield. Second, $\frac{5}{16}$*d.*, first and second, 1*s.* $0\frac{5}{16}$*d.* on new proofs. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

MARSHALL, John (Gt. Western Coal Co.), Coal Merchant, Reading, and other places. First, 2*s.* *Whitmore*, 2 Basinghall-st.; on Wednesday next, or any Wednesday after Oct. 19, 11 to 3.

PORTER, Eleanor, Grocer, High-st., Newmarket. First, 1*s.* 4*d.* *Whitmore*, 2 Basinghall-st.; on Wednesday next, or any Wednesday after Oct. 19, 11 to 3.

SCAIFE, Francis, Cutlery Manufacturer, Sheffield. Second, 2¾*d.*, first and second, 2*s.* 3¾*d.* on new proofs. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

SCHOFIELD, James, Tailor, Ashton-under-Lyne. First, 3*s.* 0½*d.* *Pott*, 7 Charlotte-st., Manchester; any Tuesday after Oct. 5, 11 to 1.

SHANNON, James, Draper, Liverpool. First, 2*s.* 6*d.* *Cazenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

SMITH, William, Licensed Victualler and Confectioner, Mansfield, Notts. First, 5*s.* Aug. 3, or three following Mondays after Oct. 5, 11 to 3.

WARWICK, Charles, Commission Agent, Manchester. First, 1*s.* 1¾*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday after Oct. 5, 10 to 1.

WHEELER, Henry, Painter, Derby. First, 8*s.* Aug. 3, or three following Mondays after Oct. 5, 11 to 3.

WILSON, Knowlton, Surgeon, Sheffield. First, 4*s.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

WOOD, Alfred Charles, Linendraper, Pershore, Worcestershire. First, 5*s.* 10*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, except between Aug. 8 and Oct. 5, 11 to 3.

FRIDAY, *Aug.* 7, 1857.

STACEY, Thomas, Coal Master, Eckington, Derbyshire. First, 6*d.* *Fraser*. 45 George-st., Manchester; Oct. 13, or any subsequent Tuesday, 11 to 1,

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Aug.* 4, 1857.

ANDLEY, William, Auctioneer, Newcastle-under-Lyne, Staffordshire. Sept. 4, at 10; Birmingham.

COULDREY, Samuel, Lime, Brick, and Cement Merchant, Flower Wharf, Stainsby-rd., Limehouse. Aug. 27, at 12; Basinghall-st.

FLEMING, John, Nautical Instrument Manufacturer, 9 High-st., Wapping. Aug. 26, at 1.30; Basinghall-st.

GITTINS, George, Ironmonger, 6 Hart-st., Grosvenor-sq. Aug. 26, at 1; Basinghall-st.

HOCHEE, John Elphinstone Fatqua, otherwise John Elphinstone Milton, Maker and Vendor of Paint, Nortons Lingfield, Surrey; late of 29 New Bridge-st., Blackfriars, and of Greenwich. Aug. 26, at 2; Basinghall-st.

KEIGHLEY, William, Sugden Keighley, & Joseph Keighley, Worsted Manufacturers, Keighley, Yorkshire. Aug. 31, at 11; Commercial-bldgs., Leeds.

KEMP, Thomas Reginald, & George Clay, Bill Brokers, 7 Nicholas-la., Lombard-st. Sept. 1, at 12; Basinghall-st.

LAWTON, Elijah, Cotton Waste Dealer, Manchester. Aug. 26, at 12; Manchester.

LINDOP, William, Miller, New-rd., Talk o' Th' Hill, Staffordshire. Oct 5, at 10; Birmingham.

PRINGLE, John, John Thurman, & William Palmer, Lace Manufacturers, Nottingham. Sept. 15, at 10.30; Shire-hall, Nottingham.

REMINGTON, Henry (H. Remington & Co.), Gas Fitter, 5 Railway-pl., Fenchurch-st. Sept. 1, at 2; Basinghall-st.

ROWE, Thomas, & John Walter Ikenery, Ironmongers, Lincoln. Sept. 2, at 12; Townhall, Kingston-upon-Hull.

THOMAS, Thomas James (Thomas Thomas), Carpenter, Cardiff, Glamorganshire. Sept. 22, at 11; Bristol.

THRELFALL, William, Iron Merchant, Preston, Lancashire. Aug. 25, at 12; Manchester.

TYERS, William, Joiner and Builder, Nottingham. Sept. 15, at 10.30; Shirehall, Nottingham.

WING, Charles, Apothecary, North End, Fulham. Aug. 27, at 11.30; Basinghall-st.

FRIDAY, *Aug.* 7, 1857.

ATKINSON, Robert (trading under the name of M. Green), Draper, Hendon-rd., Sunderland. Aug. 28, at 11.30; Newcastle-upon-Tyne.

BROUGHTON, Charles Worters, Tailor, 16 Southampton-st., Coventgdn. Aug. 28, at 11; Basinghall-st.

CARLESS, John, Innkeeper, Laburnham Inn, Barton-ter., Gloucestershire. Sep 8, at 11; Bristol.

ELSAM, Edward (Elsam & Brother), Merchant, Liverpool, and at Bombay. Aug. 27, at 11; Liverpool.

FAULKNER, Charles, Haberdasher, Birmingham. Aug. 28, at 10; Birmingham.

GOMER, RICHARD, Dealer in Fancy Goods, Castle-st., Dudley, Worcestershire. Sept. 4, at 10; Birmingham.
KNAPP, JAMES NELSON, Sail Maker, Newport, Monmouthshire. Sept. 8, at 11; Bristol.
LODGE, WALTER, Cloth Manufacturer, Castle-hill, Almondbury, and Huddersfield. Sept. 7, at 11; Commercial-bldgs., Leeds.
MORRIS, WILLIAM, Grocer, Liverpool. Aug. 31, at 11; Liverpool.
REAY, WILLIAM, Corn and Provision Dealer, 39 Worcester-st., Birmingham. Sept. 4, at 10; Birmingham.
ROBERTS, WILLIAM FLETCHER, Apothecary, Moreton-in-the-Marsh, Gloucester. Sept 8, at 11; Bristol.
ROWLINSON, RICHARD, Ship Owner, Liverpool. Aug. 31, at 12; Liverpool.
STRANGE, EDWARD, Draper, Swindon, Wilts. Sept. 15, at 11; Bristol.
WILKINSON, JOHN, Railway Contractor, Sittingbourne, Kent, in copartnership with John Waldron; also with William Ashdown, Burgess-hill, near Brighton, as Brickmakers. Aug. 29, at 11.30; Basinghall-st.
YOUNG, ROBERT SWAN, Tea Dealer, West Hartlepool, Durham. Aug. 28. at 12.30; Royal-arcade, Newcastle-upon-Tyne.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Aug.* 4, 1857.

BAXTER, GEORGE, & GEORGE TOONE, Dyers, Nottingham. July 28, 2nd class.
CHAPLIN, MARMADUKE, Auctioneer, Kingston-upon-Hull, July 29, 3rd class.
CUNDY, SAMUEL TANSLEY, Statuary and Stone Mason, Belgrave-wharf, Lower Belgrave-pl., Pimlico. July 30, 1st class.
FRANGHIADI, GEORGE CONSTANTIN, Merchant, Gresham-house, Old Broad-st. July 28, 1st class.
HUDDLESTON, MARY, & THOMAS HUDDLESTON, Cabinetmakers, formerly of Nassau-st., now of 16 Berners-st., Oxford-st. July 27, 2nd class.
JOBSON, JOHN, Stove, Grate, and Fender Manufacturer, Derby. July 28, 1st class.
MOODY, CHARLES, Saw and File Maker, 128 Queen-st., Portsea. July 30, 1st class.
PERVANOGLU, JOHN ADOS, Merchant, 11 Union-ct., Old Broad-st. July 28, 3rd class.
WITHERS, WILLIAM SHELDON, Miller, Mansfield, Notts. July 28, 3rd class, after a suspension of six months.

FRIDAY, *Aug.* 7, 1857.

CARRIER, THOMAS, General Dealer, Wolverhampton, Staffordshire. July 31, 3rd class.
CHADWICK, BENJAMIN, Chronometer and Watch-maker, Liverpool. July 31, 1st class.
CROWTHER, ANTHONY, & WILLIAM CROWTHER, Curriers, Huddersfield. July 31, 3rd class; subject to a suspension for six calendar months.
GREGORY, WILLIAM JOHN, Bedding Manufacturer, Leeds. Aug. 4, 3rd class.
HOPE, HENRY AUGUSTUS, Hay Salesman, 60 West-st., Smithfield, and 13 Oxford-rd., Islington. July 28, 3rd class; having been suspended six months from passing last ex.
IRONS, THOMAS EDWARDS, Timber Dealer, Queen's-rd., Reading, Berks. July 28, 3rd class; having been suspended one year from passing last ex..
PACEY, GEORGE, Merchant, Stafford-st., Liverpool, and Reservoir-rd., Birmingham. July 27, 3rd class.
ROBINSON, JOHN, & CHARLES ROBINSON, Woollen Cloth Merchants, Leeds. July 31, 3rd class.
TEALL, EDWARD, & REUBEN TEALL, Boat Builders, Leeds. July 31, 2nd class.
THOMAS, JOHN GEORGE, Damask Manufacturer, Illingworth, Halifax, Yorkshire. July 31, 3rd class.
WATKINS, JOHN, Shoe-maker, Crickhowell, Brecon. Aug. 3, 2nd class.
WARD, GEORGE, Licensed Victualler, Liverpool. July 30, 2nd class; subject to a suspension of four calendar months.

Professional Partnership Dissolved.

FRIDAY, *Aug.* 7, 1857.

WHITEFORD, CHARLES COBLEY, JOHN NICHOLAS BENNETT, & HENRY TUCKER, Attorneys-at-Law and Solicitors, Plymouth; as concerns H. Tucker, by mutual consent. Aug. 5.

Assignments for Benefit of Creditors.

TUESDAY, *Aug.* 4, 1857.

ASHMAN, THOMAS NATHANIEL, Currier, Yeovil, Somersetshire. July 15. *Trustees*, W. F. Patient, Tanner, Bermondsey; S. F. Cox, Tanner, Bristol. *Sol.* Watts, Yeovil.
EAGLESFIELD, THOMAS COMBER, Butcher, Atherston, Warwickshire. July 11. *Trustees*, C. Mellar, Farmer, Atherstone; E. Eaton, Farmer, Ratcliff Culey, Leicestershire. *Sol.* Hubbard, Rugby.

FRIDAY, *Aug.* 7, 1857.

BROWN, DANIEL, Baker, Langley, Herts. July 10. *Trustees*, W. Webb, Gent., Knebworth, Herts; T. Briden, Draper, Stevenage, Herts. Creditors to execute deed or assent thereto on or before July 10. *Sol.* Alldritt, Luton.
COLE, THOMAS, Painter, West Teignmouth, Devon. July 26. *Trustees*, T. Rowe, Oil and Colourman, High-st., Exeter; W. Cotton, Builder, East Teignmouth. *Sol.* Templar, Fore-st., West Teignmouth.
FORSTER, EDWARD, Cattle-dealer, Gilling, Yorkshire. July 11. *Trustees*, M. Horsley, Farmer, Layton-fields-house, East Layton; M. Greathead, Farmer, Feldom, Marske. Creditors to execute on or before Sept. 21. *Sol.* Hunton, Richmond, Yorkshire.
GOODISON, JOHN, Brush Manufacturer, Leeds. July 20. *Trustees*, J. N. Dickinson, Brush Manufacturer, Leeds; J. S. Crosland, Cabinetmaker, Leeds. Creditors to execute indenture on or before Oct. 20. *Sols.* Bond & Barwick, 17 Albion-st., Leeds.
NANSON, EDWARD (Nanson & Co.), Brewer, Sheffield (a person of unsound mind). July 10. W. Brewer, Cottonspinner, Manchester, is appointed by the Lords Justices to execute the indenture on his behalf. *Trustees*, J. H. Barber, Manager of the Sheffield Banking Company, Sheffield; J. Fowler, Ironfounder, Sheffield. *Sol.* Furniss, 29 Church-st., Sheffield.
ODGERS, JAMES, Waterproof Clothing Manufacturer, Plymouth. July 24. *Trustee*, W. W. Snell, Merchant, Plymouth. Creditors to come in and execute indenture on or before Oct. 24. *Sol.* Elworthy, 6 Courtenay-st., Plymouth.
THOMPSON, EDWARD, Innkeeper, Water-end, Hemel Hempstead, Herts. July 11. *Trustee*, J. Cross, Hemel Hempstead. Creditors to execute on or before Oct. 11. *Sols.* F. & H. Day, Hemel Hempstead.
WISHEAR, FRANCIS MORLEY, Milliner, Louth, Lincolnshire. July 31. *Trustee*, T. Ranshan, Draper, Louth. Creditors to execute indenture, or by letter assent to the provisions thereof, on or before Oct. 10 next. *Sols.* Ingoldby & Bell, Louth.

Creditors under Estates in Chancery.

TUESDAY, *Aug.* 4, 1857.

BRERETON, ANN (who died on April 10, 1857), Spinster, 24 Ashley-pl., Pimlico. Creditors to come in and prove their debts on or before Oct. 30, at V. C. Wood's Chambers.
CANNING, ATHALIAH (who died in Feb. 1837), Widow, Newport, Essex. Creditors to come in and prove their debts or claims on or before Nov. 7, at V. C. Stuart's Chambers.
CLOGG, JOHN (who died in Nov. 1852), Merchant, West Looe, Cornwall. Creditors to come in and prove their debts on or before Nov. 12, at Master of the Rolls' Chambers.
DEVAYNES, WILLIAM (who died in Jersey, in Mar. 1841), Gent., late of Liverpool, afterwards of Jersey. Creditors to come in and prove their claims on or before Nov. 7, at Master of the Rolls' Chambers.
HADDON, JOHN (who died in Feb. 1855), Printer, Castle-st. and Tabernacle-walk, Finsbury, and of Hawley-pl., Camden-town, Middlesex. Creditors to come in and prove their debts on or before Nov. 16, at V. C. Stuart's Chambers.
MASSEY, BENJAMIN (who died on Mar. 17, 1857), Gent., Queen's-rd., St. John's-wood. Creditors to come in and prove their debts or claims on or before Oct. 30, at Master of the Rolls' Chambers.
RIGBY, JAMES (who died in Dec. 1830), Architect, Wensley, Yorkshire. Creditors to come in and prove their claims on or before Oct. 30, at Master of the Rolls' Chambers.
SPENCE, JOHN (who died in the Mauritius, in Oct. 1853), late Major in the 5th Regt. of Foot. Creditors to come in and prove their debts on or before Nov. 16, at Master of the Rolls' Chambers.

FRIDAY, *Aug.* 7, 1857.

BUSH, HENRY (who died in Feb. 1857), Esq., Litfield House, Clifton, Bristol. Creditors to come in and prove their debts on or before Nov. 10, at Master of the Rolls' Chambers.
BUTLER, GEORGE (who died in Jan. 1857), late of the Ordnance Office, and of Albany-st., Regent's-park. Creditors to come in and prove their debts or claims on or before Nov. 4, at V. C. Stuart's Chambers.
FITZGERALD THOMAS (who died on Jan. 4, 1849), Carpenter, 33 George-st., Saint Giles. Creditors to come in and prove their debts on or before Nov. 2, at V. C. Wood's Chambers.
KING, THOMAS (who died in Aug. 1855), Ironmonger and Farmer, Emsworth, Warblington, Southampton. Creditors to come in and prove their debts on or before Nov. 2, at Master of the Rolls' Chambers.
POOL, WILLIAM (who died in March, 1843), Jun., Haberdasher, late of Bridgewater, Somersetshire. Creditors and incumbrancers to come in and prove their debts on or before Nov. 5, at V. C. Stuart's Chambers.
RIMELL, HENRY (who died in Feb. 1844), Job Master, 56 New Bond-st. Creditors to come in and prove their debts on or before Nov. 12, at V. C. Stuart's Chambers.
RIVERS, DOWAGER LADY. Incumbrancers on £98,574 16s. 9d. Bank Three per Cent. Annuities, standing in the name of the Accountant-General, to come in and prove their claims on or before Oct. 13, at Master of the Rolls' Chambers.
STILES, WILLIAM (who died in April, 1857), Coppersmith, 23 Lisle-st., Leicester-sq. Creditors to come in and prove their claims on or before Nov. 1, at V. C. Stuart's Chambers.
TWEEDALE, JOHN (who died in Jan. 1846), Cotton Spinner, Mount Cottage, Lower Fold, Rochdale, Lancashire. Creditors to come in and prove their debts on or before Oct. 29, at Master of the Rolls' Chambers.
WALKER, MARY (who died in Dec. 1854), Northampton. Creditors to come in and prove their debts on or before Sep. 18, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Aug.* 4, 1857.

GENERAL LIVE STOCK INSURANCE COMPANY.—The Master of the Rolls peremptorily orders a call of £1 10s. per share to be made on all the contributories; and that each contributory, on Aug. 12, at noon, pay to Mr. W. Turquand, 13 Old Jewry-chambers, the balance (if any) which shall be due from such contributory after debiting his account in the Company's books with such call.
IRISH PEAT COMPANY.—A petition for the dissolution and winding-up of this Company was, on July 30, presented to the Lord Chancellor in England by John Ellis Clowes, and will be heard at V. C. Wood's Chambers on Aug. 14.—*Sols.* Clowes, Son, & Hickley, 10 King's Bench-walk, Temple.
ST. DENNIS CONSOLS CHINA CLAY WORKS AND TIN MINE.—V. C. Wood orders a call of 10s. per share to be made on all the contributories; and that each contributory, on or before Aug. 11, pay to Mr. W. Turquand, 13 Old Jewry-chambers, the balance (if any) which will be due from him after debiting his account in the Company's books with such call.
ST. GEORGE BENEFIT BUILDING SOCIETY.—This Company is ordered to be dissolved from July 25, and wound up, by V. C. Kindersley.

Scotch Sequestrations.

TUESDAY, *Aug.* 4, 1857.

BRODIE, JOHN, Baker, Greenock, and Farmer at Campbeltown, and partner of the Bakers' Mill Co. Aug. 7, at 12; Tontine Hotel, Greenock. *Seq.* July 29.
KERR, ANDREW, Coal Agent, Glasgow. Aug. 8, at 2; Waverley Hotel, 18 George-sq., Glasgow. *Seq.* July 30.
M'DONALD, DAVID, Farmer, Deanhead, Dunfermline. Aug. 11, at 12; Aitken's Royal Hotel, Dunfermline. *Seq.* July 17.

FRIDAY, *Aug.* 4, 1857.

BOYD, JAMES, Commission Merchant, Glasgow. Aug. 14, at 12; Globe Hotel, George-sq., Glasgow. *Seq.* Aug. 4.
DOUGLAS, JOHN, Wright and Joiner, Glasgow, deceased. Aug. 11, at 12; Crow Hotel, George-sq., Glasgow. *Seq.* Aug. 3.
JAMIESON, JOHN, Wood Engraver and Hotel Keeper, High-st., Edinburgh. Aug. 13; at 2; Cranston's Waverley Hotel, Princes-st., Edinburgh. *Seq.* Aug. 3.
KERR, JAMES, Paint and Colour Manufacturer, West-st., Glasgow. Aug. 13, at 2; Globe Hotel, George-sq., Glasgow. *Seq.* Aug. 1.
MURRAY, ABRAM GRAY, & MATTHEW MURRAY STUART, Printers and Publishers, 75 Princes-st., Edindurgh. Aug. 11, at 12; Dowell's Rooms, George-st., Edinburgh. *Seq.* Aug. 4.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies* post free *are requested to forward the amount of their subscription* (£2 8*s*. *for the first year, including the* WEEKLY REPORTER *from the* 8*th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 15, 1857.

LOCAL DIVORCE COURTS.

The repeated divisions in the Committee on the Divorce Bill on questions involving the principles of the measure, and the energetic conflict between the keenest debaters on both sides of the House, have rather thrown into the shade a discussion which will, perhaps, exercise more practical influence on the working of the new machinery than even the modifications which have been proposed in the interest of the equality of the sexes, and resisted, partly out of deference to the habitual practice of the House of Lords, and partly on the ground of that prescriptive right to the pleasures of polygamy, which Mr. Buxton asserted, and the Premier himself implied, to be one of the inalienable privileges of male human nature. We refer to the debate on the amendments by which Mr. Butt and Lord John Manners successively attempted to engraft a local jurisdiction upon the highly centralised machinery of the Government Bill. We do not under-rate the importance of the distinctions so much discussed between adultery with cruelty and desertion, or bigamy, and the occasional offence of a casually unfaithful husband. Nor do we deny that something may depend on the greater or less degree of strictness with which the power of decreeing a judicial separation may be limited. But we are convinced that the question, whether the Court is to be local or merely central, far outweighs in importance all the other points to which we have referred.

Whatever degree of laxity may be introduced into the law of separation and divorce, the probability is that the remedy will seldom be sought, except in the most aggravated cases; and we should not be at all surprised to find that the enlarged grounds of jurisdiction which have been introduced from time to time during the progress of the Committee will not add a case a year to the number which would have occurred had the restricted powers of the original Bill been preserved without any extension.

The effect of giving a cheap and accessible local remedy will be very different. At present about two-fifths of the divorces *à mensâ et thoro* are granted in local courts which the Bill will annihilate, and a very small proportion of these would find their way to London under the new regulations. At any rate, if they did, it would be at the cost of much additional trouble and money. Thus the result of a Bill professing to increase the facility of obtaining divorces in all cases in which it is proper that they should be granted would perhaps be, on the whole, to make the difficulty of procuring a decree for separation greater even than it is under the ecclesiastical jurisdiction. So strongly was this felt, that the Attorney-General and Mr. Gladstone, who were agreed on nothing else, concurred in admitting the claim, and we may almost say the right, of residents in the country to have some local tribunals substituted for those to which they are now able to resort.

The only question was, whether it was possible to find or to create a suitable court, and what that court should be. It cannot be denied that there is much practical difficulty in carrying out the principle of local jurisdiction. To establish new tribunals, scattered about the country, for the sole purpose of granting judicial separations, would be objectionable on many grounds. They could only be made competent at very considerable expense, of which the judge's salary would form but one of many items. Then they would not be occupied in most districts for more than a small portion of their time, and it is bad economy to establish a multitude of new and highly-paid officers to do work which altogether may not be enough to occupy more than one or two of their number. Another device suggested was, that the London Court of Divorce should be made itinerant; but the unwieldly character of the court, and the proposed association of the Admiralty and Testamentary Courts with the Divorce Court under the same working-day judge, would interfere grievously with any system of circuits for the settlement of matrimonial difficulties. The proposal to confer the jurisdiction on the judges of assize is even less admissible. The hurrying from town to town, and the press of civil and criminal trials on the very same populous circuits where divorce cases would be most numerous, are fatal objections; and another serious difficulty would arise from the want of regular archives, and the absence of registrars and clerks, without whose assistance there would be no means of preserving a record of the relations judicially established between a *ci-devant* man and wife, and of the rights to alimony or otherwise, dependent on them. The only other tribunals which have been suggested are the county courts and the quarter sessions. The objection to the county courts is simply that the judges are already loaded with such a variety of incongruous duties, and are of necessity habituated to so rapid and off-hand a mode of procedure, that they would be scarcely able to give to the delicate questions which would arise in matrimonial causes the deliberate investigation which they above all others require. The court of quarter sessions is not a tribunal for which we have any very strong sympathy; and where strict questions of law arise, it is apt to fall into grievous blunders. But we do not think that a question of technical law will turn up in one separation case out of a hundred; and for the mere adjudication upon the class of facts on which judgments of divorce *à mensâ et thoro* commonly depend, there might be less suitable judges than even the justices of the peace in quarter sessions assembled. The subject indeed presents only a choice of difficulties, and these have been somewhat aggravated by the course of the proceedings in the House of Commons.

The present position of the question is that the committee has unanimously negatived Mr. Butt's proposal in favour of the county courts, and has passed Lord John Manners' singular amendment defining the duties and the powers of "any court hereinafter authorised." Probably the technical rejection of the county court jurisdiction will not be allowed to stand in the way of any settlement which may be thought desirable. The House, however, has committed itself to find a court, without apparently any very clear notion where it is to be sought; but, as we think that even an indifferent court is better than a denial of justice, we cannot help rejoicing that in some shape or other the House is bound to provide the local tribunals, without which the poor man's divorce bill, as it has been called, would increase the average cost of all proceedings except those for divorce *à vinculo*.

GENTLEMEN OF THE LONG ROBE.

We have been long familiar with this phrase as a portion of that elegant and euphonious language which is popularly supposed to be supplied to the columns of the newspapers at the price of one penny per line. An account of an assault, an elopement, or a disputed heirship, is commonly concluded by the remark that "work for the gentlemen of the long robe" is likely to be the result of the acts and circumstances detailed. If our memory does not deceive us, the important investigation now pending in the House of Lords was anticipated in these very terms by some of the many pens which strove to announce with adequate grandeur the decease of the late Earl of Shrewsbury. We certainly had hitherto conceived that barristers were designated as "gentlemen of the long robe" only in that mysterious world, as unknown to this Journal as the Journal itself to the inhabitants of it, where "lovely and accomplished brides" are conducted to "hymenal altars," and where the most obscure prophetic imagery is employed to convey the simple fact that an addition to the royal family is probable at no distant day.

We were, therefore, a good deal surprised to observe that Lord John Russell, in the House of Commons, adopted the phrase in question to designate accurately a class of members who were to enjoy a peculiar privilege. In addition to the twenty-five members nominated to serve on the Oaths Committee, it was ordered that "all gentlemen of the long robe members of the House" should have the right to share in its deliberations. But it appears that Lord John Russell was quite right. There was no deficiency on this occasion in that constitutional knowledge for which he is so eminent. We understand that precedents can be produced to justify the phrase, and perhaps it is not unsuitable for an assembly which delights to employ at the least five words whenever reference is made to an individual member. We may add that the expression is not inaptly chosen, as a collective epithet for barristers, because it supposes merely the possession of a gown, and raises no sort of question of intellectual qualification which can possibly be inconvenient to anybody. Indeed, it is probable that the term is justified by an antiquity as venerable as that on which rests the existing system of admission to the bar; and, at any rate, we think that this ridiculous piece of verbiage harmonises most exactly with the solemn absurdities that precede and attend a call. A gentleman who has eaten dinners, and who has been present at the delivery of lectures, becomes, in due time, a gentleman who wears, or may wear, a gown. Really we think that the penny-a-liners have fallen into a vein of satire, and that this phrase is used by them not merely for its own intrinsic beauty but in order to remind the British public in a light and transient way of the necessity of reforming the inns of court.

We have noticed this subject, however, for another purpose. Upon the discussion of Lord John Russell's motion a question was raised by Mr. Cox, the member for Finsbury, as to his right as a solicitor to attend the deliberations of the committee. Now clearly Mr. Cox is not a "gentleman of the long robe," nor is Mr. Hadfield; and there are two or three other members of the House who belong to the legal profession, but possess neither the flowing garment nor the right to array themselves therein. It turned out, therefore, that the formula which we had thought empty and bombastic possessed a real efficacy, inasmuch as it disposed for the time of a question which, however, may not improbably be revived, and which is well worthy to be considered by our readers. The number of solicitors holding seats in Parliament will very probably increase, and we do not hesitate to say that their presence there is likely to be beneficial to the public, as well as to their professional brethren. We should expect that the solicitors returned to the House of Commons would usually be men of considerable abilities, and possessing knowledge and habits of mind likely to be useful in debate, and still more in the business of committees. If, however, a delicate point of legal construction were about to be referred by the House to a select body of its members, we certainly should not contend that solicitors were peculiarly qualified to advise upon it; but the question raised by Lord John Russell was not very abstruse; and, for our own part, we should have supposed, until we read the proceedings of the committee, that very little doubt could have been felt upon it. Besides, if the point in dispute were really one demanding the exercise of the most practised judicial minds for its solution, there can scarcely be conceived a greater absurdity than committing it to the consideration of a body comprising all members of the House, who might happen at any time to have been called to the English or Irish bar. Whatever may be the learning of Mr. Cox or Mr. Hadfield, they have, at any rate, gone through a real legal training, and have not been allowed to acquire a fustian title by merely complying with various empty forms.

We endeavoured when the elections were complete to present our readers with a list of all members of the legal profession who had been returned to Parliament, and in so doing we encountered the exact difficulty which the form of words placed at the head of this article would have enabled us, if we had adopted them, to escape. It is evidently unjustifiable to class a country gentleman who kept terms thirty years ago at one of the inns of court with a man of the same standing who has spent his life in the study and practice of the law. Yet the squire could if he pleased have voted in the Oaths Committee in the character of a "gentleman of the long robe," and when it came to a close division his presence would have been as influential there as that of his learned friend. We certainly observe one or two names on the committee which we believe are not well known in the legal world, either of London or of Dublin, and which it did not occur to us to include in our list of professional members of the House. It is not going too far to say that the bearers of these names can posses no special qualification for adjudicating upon legal subtleties. We think that the case against the present system of admission to the privileges of the bar was tolerably complete before; but, if anything were wanting to its full force, this committee on members' oaths supplies it. It has been sometimes complained that barristers of seven years' standing were rather hastily assumed by the legislature to be qualified for important functions. In the present instance, however, the House of Commons has gone a great deal further, and has allowed the mere right to wear a gown to place the youngest and least learned barrister upon a level with the Attorney-General. We trust that before next session is far advanced the additional argument thus supplied will be turned upon the inns of court; and we shall also be glad to see the position of solicitors in the House of Commons more satisfactorily ascertained than it is at present. We repeat that it is not our intention to insist upon solicitors being consulted by the House where they are not peculiarly qualified to advise, but we think it should be borne in mind that solicitors, equally with barristers, are members of the profession of the law, and it is not right to include all the latter and exclude all the former class in the indiscriminate manner that was adopted on a late occasion; and this, we believe, would be the feeling of the House if an opportunity should arise for pressing the question upon its notice.

Legal News.

The Probates Bill passed the House of Commons on Wednesday, and this great legal reform may now be confidently reckoned as among the acts of the present

session. The compensation clauses have been liberally adjusted, and the practice of every kind and in every court has been thrown open to the profession generally.

The Divorce Bill has occupied a vast deal of time and labour in committee, and the Opposition have certainly succeeded in proving that neither the Government nor the House of Lords had brought this measure into anything like a perfect shape. The discussion on a single clause occupied the greater part of three long sittings, and is full of interest for the lawyer, but abridgment is impossible, and our limits forbid us to publish it at length. It now appears probable that this Bill will pass, and if it does, another branch of practice will be thrown open to soliciters.

The Report of the Common Law Courts Commission has been presented to both Houses, but we understand, that, up to yesterday afternoon, no authority to print and distribute it had been given by the Government. We are, therefore, unable to lay the Report before our readers, and can only present them with the following summary of its contents which we have abridged from our contemporary, the *Jurist*, of last Saturday:—

The first matter entered upon is the possibility of reducing the present number of the judges in the common law courts at Westminster Hall. An inquiry has been instituted as to the amount of judicial business transacted prior to 1830, when the judges were but twelve in number—no doubt with a view to correct an erroneous impression common to many, that the additional judges appointed in 1830 were made in consequence only of the increase in the number of the circuits by the addition of Wales.

This inquiry is, however, productive of no very satisfactory results, owing to the vast change in the nature of the business transacted since that time, occasioned partly by the abolition of many formal and trifling matters which used to occupy the time of the court, and partly by the introduction in modern Acts of Parliament of entirely new business, considerably more intricate and important than any of that which has ceased to exist. The consequence of all this is, that although numerically the cause lists and court papers of the present day do not equal any of those of the five years prior to 1830, in matters of weight and difficulty they no doubt far exceed them.

For greater satisfaction, however, on this point, another comparison has been made between the amount of business transacted in 1856 and the average yearly amount of a period embracing the twelve years ending and including 1856. The result of this, taking into account the increased length of trials at *Nisi Prius* since the recent admission of parties as witnesses, and the permission afforded to counsel of making additional addresses to the jury, is, in the opinion of the Commissioners, evidence of the existence of an increased rather than of a diminished amount of judicial labour; and the examination of Mr. Justice Coleridge and Mr. Baron Bramwell, whose opinions on this point are published in the Appendix, fully confirms their view of the case.

A very important item, in considering the desirability of having twelve instead of fifteen judges, relates to the necessary attendance in such case of three instead of four members of each court upon the Banc sittings. The present attendance of four judges is, perhaps, open to the objection, that in cases where a difference of opinion arises, there may, by possibility, be an equal division. Such an event is, however, declared by one or two witnesses examined to be of extremely rare occurrence, and the evil, if it exists, is far outweighed by the advantage of having at all other times either the unanimous opinion of four judges, or else the opinion of three against one — more satisfactory a great deal to the suitor than the opinions of a bare majority.

A still more important argument against the reduction of the existing judicial staff, and one which seems to us to have weighed much with the Commissioners, is, that, as at the present time, owing to unavoidable causes, very frequently three judges only are able to sit together in Banc, so if the *normal* number were reduced to three, the like causes would as frequently reduce the attendance to two, and very much inconvenience would be occasioned.

The unanimous opinion of the Commissioners is, that the present number of fifteen judges ought to be retained; and we feel sure that both the profession and the public generally will concur in their recommendation.

No less than nine towns, of greater or less importance, sent in memorials, praying either for separate assizes or for an extension of their present assize jurisdiction.

The first of these claims taken into consideration in the Report is that of the city of Manchester and hundred of Salford, the enormous increase in the commerce of which, during the past few years, has rendered it a matter of the greatest inconvenience that all the causes and criminal business arising in these two places should be sent for trial to Liverpool, distant nearly thirty miles.

Nineteen memorials were presented to the Commissioners from various parts of the county palatine, praying for a separate assize at Manchester, and such prayer was advocated by a deputation which attended the Commission in February last, and who stated, amongst other things, that the corporation of Manchester was prepared to expend, if necessary, £50,000 in the erection of the necessary courts, judges' lodgings, and other accommodation. This statement, being supported by an elaborate calculation of the immense additional cost of civil actions arising in Manchester and tried thirty miles off, has called forth a unanimous recommendation that a separate criminal and civil assize shall be holden at Manchester for that city and the hundred of Salford.

The corporation of Lancaster also made an application for a large extension of their present assize jurisdiction; but the arguments by which it was supported were so slender as to be declared wholly insufficient to warrant the adoption of any such important measure, and the prayer of the memorialists is, therefore, unanimously rejected.

The representatives of the West Riding of the county of York desired the removal of their assizes from York; but there are unfortunately two rival towns, Leeds and Wakefield, both equally desirous of obtaining the West Riding assizes, and they, both in their memorials and by their deputations, put forth arguments against one another's claim, and furnished the deputation from York with several very good suggestions for retaining the assizes for the whole county at the place where they are now holden. The Commissioners are unanimous against the claim of Leeds, but as to Wakefield they differ, Sir John Pakington and Mr. Wilson Patten thinking assizes ought to be holden there, and the rest of the Commissioners believing them to be unnecessary.

Birmingham has made a claim for a separate assize, grounding the application upon a statement, that not only is Birmingham the centre of a vast mining and manufacturing district situate on the borders of Warwick and Staffordshire, and connected by railroads with all parts of those two counties, but also that the inhabitants of that densely-populated town equal in number half the population of the entire county, while nearly one-third of the civil and criminal business tried at Warwick arises in Birmingham.

Upon this statement two claims are put forth—one, that Birmingham may be made the centre of an assize district, to be hereafter defined by law, and to include the whole of the county of Warwick and the mining and manufacturing districts of South Staffordshire; the other (if the first is rejected), that, without abolishing the present Warwick assizes, additional ones may be held at Birmingham for the borough alone.

The former of these propositions is unanimously rejected by the Commissioners; but as to the propriety of the latter, so much difference of opinion exists that the numbers are equally divided, four voting in favour of and four against any change at all in the county assizes. The Birmingham memorial, therefore, goes before the Queen in by no means an unfavourable manner, and we shall not be greatly surprised if the more moderate of the two prayers is eventually granted.

Memorials and a deputation from Bristol complain of the inconvenience arising from all the criminal business of the city being tried, forty miles away, at Gloucester, and of the injustice done to prisoners, who are seldom able to raise funds sufficient to bring any witnesses that distance. It is, in addition, alleged as a grievance, that, owing to there being only one civil assize in the year holden at Bristol, in local actions, such as ejectment, the party entitled is delayed nearly a year before he can get a judgment.

Although this latter statement is undoubtedly erroneous, with the existing provisions of the Common Law Procedure Act for changing the venue, all the Commissioners, except Mr. Justice Cresswell, think that a second civil assize ought to be holden at Bristol; but as to making any arrangements for transacting criminal business there, they are again equally divided in opinion.

The remaining memorials for additional assizes, presented by the corporations of Kendall, Hull, and Wisbech respectively,

being unsupported by any documentary or other evidence, have been unanimously rejected.

After referring to the Report of the Circuit Regulation Commission of 1845, and expressing their entire concurrence in the opinion therein contained touching the undue length of the Northern Circuit, and which will shortly be still further increased if the recommendation as to Manchester be adopted, the Commissioners suggest that York shall be taken from the Northern Circuit and added to the Midland; that Warwick shall be added to the Oxford, and Northampton to the Norfolk Circuit; and that Salop and Hereford, now forming part of the Oxford, shall for the future be included in the Welsh Circuits.

By this arrangement it is estimated that the respective length of the circuits affected will be as follows:—

North and South Wales	36	days.
Northern (without York)	36	,,
Oxford (without Salop and Hereford, and with Warwick)	31	,,
Midland (without Warwick and Northampton, with York)	35	,,
Norfolk (with Northampton)	28	,,

The amalgamation of the Welsh counties appears to have engaged a large amount of attention, and the suggestion made by the majority is, that upon the North Wales Circuit, Ruthin and Mold shall be the alternate assize towns for the counties of Denbigh and Flint, and Bangor *or* Carnarvon for Carnarvon and Anglesey. Respecting Montgomery and Merioneth they offer no advice, owing to the incomplete state of several proposed railways through those counties.

Upon the South Wales Circuit it is suggested that two judges shall for the future go to Cardiff and Swansea, and together transact the large and increasing business of Glamorganshire; that Cardigan and Carmarthen shall be alternately the assize towns for the counties in which they are situate; that Haverfordwest shall remain the assize town for Pembroke; and that at Brecon shall be tried the business arising in Brecknock and Radnor.

No alteration whatever is proposed in the present arrangement of the Terms, or of the times of holding the circuits. Winter commissions are recommended to be issued as at present to those towns in which the number of criminals awaiting trial renders such increased accommodation necessary, accompanied by commissions of assize and *Nisi Prius*, for the disposal of *civil* business, in Yorkshire and Lancashire, and such other places as may from time to time clearly require such assistance. Several suggestions were submitted to the Commissioners, and are mentioned in the Report, for a more equal division of the year by two general circuits; but the only feasible way of effecting this was by having one circuit in January and another in July, which would place the general assizes of the kingdom in the depth of winter, and render the number of prisoners for trial in July nearly double of that now appearing in the calendars of the Summer Circuit. The periods of the circuits, therefore, remaining unaltered, no useful change in the Terms can, in the opinion of the Comissioners, be effected.

The prohibition of pleading between the 10th August and the 24th October, by the stat. 2 Will. 4, c. 39, is considered so undesirable, that there is a recommendation for a new Act of Parliament, in which the 1st October shall be substituted for the 24th; and it is suggested that the vacation judge may be empowered to try actions of lesser importance in all the courts during the month of October, and so not only afford to parties an earlier opportunity of having their causes tried, but relieve the courts of much of the pressure of Michaelmas Term.

An alteration has been recommended with reference to the sittings at *Nisi Prius*, and the attendance of the judges at chambers during term.

Great annoyance is continually caused in the common law courts by the presiding judge being obliged, at two or half-past two o'clock in the afternoon, to adjourn the Court in order to attend chambers. To avoid this inconvenience, two equally objectionable methods have hitherto been resorted to—one, to request a brother judge sitting in Banc (and who is usually taken away from still more important business), to attend chambers; the other, to keep some 100 or 150 attorneys and clerks waiting elsewhere until the conclusion of the cause then trying.

The Commissioners suggest that this evil may for the future be remedied by one judge only attending chambers at a much earlier hour in the day, and transacting the business of all the courts; the other two "outsitting" judges to sit at *Nisi Prius*, and try indiscriminately all causes entered during the sittings. The Report concludes thus:—

"We have all felt strongly, that, before recommending changes of importance in the mode of administering justice, it became us to satisfy ourselves clearly, by arguments leaving no doubt or hesitation in our minds, that such changes were called for by the wants of the public, and were for the general advantage and welfare of the nation. By some of the alterations which we have proposed, more labour will undoubtedly be imposed upon the judges; by others, the interests of some members of the bar may possibly be for a time affected. With regard to the first of these considerations, we are confident that the additional exertions required from the Bench will be willingly and cheerfully made; and with regard to the second, however much we should regret such a consequence of a partial re-arrangement of the circuits, we cannot allow it to deter us from laying before your Majesty, in obedience to your Majesty's commands, our unanimous resolution upon that subject. We have only to add, that upon this as upon all other branches of our inquiry, our great study has been to ascertain to the best of our ability in what mode the object required for the public benefit could be attained with the smallest sacrifice of private interest and convenience."

COMMITTEE FOR PRIVILEGES.

The Great Shrewsbury Case.—House of Lords, *Aug.* 6.

(*Continued from p.* 686.)

Mr. *Roundell Palmer* put in some slight further documentary evidence.

August 7.

Mr. *Roundell Palmer* concluded his summing up of the case made for Lord Edmund Howard, by contending that there were strong grounds for disbelieving that there had been any solemnisation of a marriage between the Bishop of Salisbury and his alleged wife, Catherine King. No record of such marriage could be found, although the other side acknowledged they had pursued the most extensive search; and, if there was no marriage, it followed that the Lord Chancellor Talbot, through whom the Earl Talbot claimed, could not be the legitimate son of the bishop.

August 10.

Sir *F. Kelly*, in replying upon the whole case on behalf of Lord Talbot, proceeded to divide the pedigree into four periods. The first period extended from the creation of the title in 1442 down to the extinction of the first line in the person of the eighth Earl in 1618, which was a period of nearly 200 years. The second period commenced with George the ninth Earl, and passed through a succession of nine Earls, including the last Earl, Bertram, who died in 1856. The third period began with Sir Gilbert of Grafton in 1517, and ended with Sir William of Whittington, the father of the bishop, in 1686. The fourth and most important period was that extending from the year 1700, the date of the Duke's great family settlement, down to 1719, when the Act of Parliament passed. The first material objection made to Lord Talbot's pedigree was the alleged existence of John Thomas, who was said to have been a son of John, the third Earl, and to have had issue.

Their Lordships intimated that there was no necessity for having the two earlier divisions of the pedigree.

Sir *F. Kelly* said, he would then proceed with the third branch of the pedigree, beginning with Sir Gilbert of Grafton. Substantially speaking, there were but two points made in this part of the pedigree. The first point was the allegation that there were other sons of Sir John of Albrighton besides Sir John, by his first marriage. There was no evidence before their Lordships with respect to those two sons except an obliterated inscription upon a tombstone, which could not be made out. Sir John in his will merely mentioned his son John by his first wife, and his two sons, Gilbert and John, by his second marriage. It had been suggested that John, the grandson of Sir John of Albrighton, had a third son, Gilbert; but George, the ninth Earl, had made no mention of any such person, although he had left legacies to his two other nephews, John, the tenth Earl, and George. The great family settlement of the Duke of Shrewsbury in 1700 was entirely wrong if there were any living descendants of Sir John of Albrighton by his first marriage, except John of Longford, and Gilbert of Batchcoate, whose issue became extinct in Bertram, the last Earl. He now came to the second line from Sir John of Albrighton by his second marriage. This he must divide into two parts. In the first place he must trace the descendants of Sir John of Albrighton to Charles, the Lord Chancellor. Three points had been made by his learned friends on the other side. In the first place doubts had been thrown upon the legitimacy of John of Salwarp; then the descent of William the bishop from William of Whittington was contested; and, thirdly, the descent of Charles from the bishop. The only evidence to lead their

Lordships to suppose that John of Salwarp was illegitimate was an erased "?" placed at the end of his name in the pedigree produced by the other side. On the part of Lord Talbot several inquisitions and wills had been produced, in which John was mentioned as the youngest son of Sir John of Albrighton by his second marriage, and he had inherited estates left to him under that description. If he made out the case he had stated to their Lordships' satisfaction, he had established an Earl of Shrewsbury; and it would be for the other side to produce another claimant with a better claim. He had listened with surprise to the suggestion of the other side that the bishop was not the son of William of Whittington. The first piece of evidence with respect to the bishop's descent from William of Whittington was contained in the much-abused book of the Benefactors. The pedigree was made by the hand of the brother of William of Whittington, who was stated to have married Mary, by whom he had a son William. In the will of a sister of William of Whittington certain legacies were left to her brother William and to his son William, and to his daughter, Mrs. Catherine Lyttleton. That Mrs. Lyttleton subsequently married the Bishop of Exeter, who became by that marriage, and who was called, the brother-in-law of William the bishop. Would the two bishops have been guilty of the public lie of so calling themselves if they had not been thus related? He trusted that their Lordships would not credit such a suggestion, and would not believe that a person who had been raised to his high position would have been guilty of such an act. If he had done so, his aider and abettor was his son Charles, the Lord Chancellor, of whom a noble Lord (Lord Campbell) then present had said, he found this Chancellor the only one without an enemy, without a detractor, without any one to cavil at any part of his character, conduct, or ability; and this was the person their Lordships were asked to consider a conspirator and a forger, in the expectation of aggrandising a remote descendant. He now came to the third and last point made by his learned friends upon the other side, which related to the question of the legitimacy of Charles Talbot, afterwards Lord Chancellor. In the first place he admitted that he was utterly unable to find any register of the marriage of the bishop, but the register at Chipping Norton of the baptism of Charles had been laid before their Lordships, in which he was described as the son of Mr. William Talbot. The other side had suggested that if Charles had been legitimate he would have been described as the son of the Rev. William Talbot, or of William Talbot, clerk. Against the suggestion of the other side were to be set the entry of Charles's admission in the books of the Inner Temple, which was to the effect that he was the eldest son of the Rev. William Talbot; and also the writ by which Charles Talbot was created baron, in which it was recited that he was son and heir of William, Bishop of Salisbury; and further, the fact that he was a party to the deed of settlement of 1718, to which all the members of the great Talbot family were parties. If their Lordships were satisfied that there were no reasonable doubts as to the legitimacy of John of Salwarp, the relationship of paternity between William of Whittington and the Bishop of Salisbury, and the legitimacy of Charles, this one great fact was established, that Earl Talbot, the claimant, was lineally descended from the first Earl of Shrewsbury, and was entitled to their Lordships' judgment in his favour, unless some nearer heir could be proved to exist.

Lord Campbell said, that it was the claimant's duty to give reasonable evidence that no nearer heir existed. It was not essentially necessary that direct evidence as to the deaths of those persons should be given; but there must be reasonable evidence to conclude that no nearer heir existed.

The Lord Chancellor.—If those points are decided in your favour, you have established that there is an Earl of Shrewsbury.

Sir *F. Kelly* then said, that, with regard to the five sons of Sherrington of Rudge, who were suggested to have had issue, no mention of such issue had been made by the Duke of Shrewsbury in his settlement of 1700, although such issue would have been entitled to the title in the event of the death of Sir John of Lacock without issue, which really happened, and of the death of George of Batchcoate, who was then a boy, without issue. The Duke of Shrewsbury and the Earl of Sussex, who had married a female relative of the family, stated upon oath that the persons named in the deed of settlement were the nearest in the line of succession, and yet they had not mentioned any descendants of Sherrington except Sir John of Lacock, and Sir William of Whittington. Even supposing that his learned friend was right in his statement that these persons had issue, yet he did not attempt to trace them later than the date of the settlement in 1718. Let his learned friend name any person in existence, and he should know how to deal with the matter, but their Lordships could not call Lord Talbot to prove a negative. The only one out of the sixteen persons added by the other side to Lord Talbot's pedigree, who had been proved to have existed, was a Sherrington, the son of Thomas, a son of Sherrington of Rudge, and that person had not been heard of since 1684.

Mr. Serjeant *Byles* said, he believed he should be able to produce the marriage register of the marriage of that Sherrington.

Sir *F. Kelly* said, it was very hard upon Lord Talbot, that, every time any ancient record of a Talbot was discovered, his case should be delayed until it was proved to have nothing to do with the family. He submitted, that, upon the whole of the evidence as laid before them, their Lordships would pronounce in favour of Lord Talbot's claim.

August 13.

The registry of the parish of Marylebone for January 1, 1687, was produced, and by this it appeared that Sherrington Talbot was married by license on that day to Sarah Squires. On February 24, 1688, a daughter was born to them, and on the 26th October, 1702, a son called Sherrington, who died in August, 1703. The marriage license was also produced, by which it appeared that Sherrington Talbot was about twenty-four years old when he married. The object of this was to show that there was somebody between the Duke of Shrewsbury and the Bishop of Durham at the time of the settlement of the estates by the Duke.

A witness from the State Paper Office was called, and produced a document which showed that Earl Gilbert was denounced as a Jesuit priest in 1719; a fact which the counsel for the claimant said had been all along admitted.

This being all the evidence in opposition to the claim at present produceable,

Mr. Serjeant *Byles* renewed his request for time. They did not want days, they wanted months, to complete the pedigree of the family. He did not promise that they would be able to produce the true Earl of Shrewsbury, but—

Lord St. Leonards.—Mr. Serjeant Byles, that is the last thing you wish to do. It would be a bad accident for you if you found him.

The Lord Chancellor.—This matter did not stand over to be re-argued. Is there any further evidence? If there is not, the case must stand for to-morrow morning.

Ordered accordingly.

An interesting point was raised in the Bankruptcy Court on Monday last, whether the proceedings before the Court in the cases of trader debtors summonses should be public or not.

Mr. *Lucas*, on the part of a client not named, raised the objection, and stated that one trader had been wholly ruined by publicity.

The Commissioner observed that he believed it to be the intention of the Legislature that the proceedings in this court should be public, and it would be a mischievous rule to lay down that they should be conducted in private. The object of a trader debtor's summons was to ascertain whether a man was solvent or not, and if he was solvent why need he fear publicity?

Mr. *Lucas*.—It would ruin him.

His Honour.—I admit there is some inconvenience to the debtor, but the injustice to the creditor would be far beyond it. There could be no injury to a solvent man, but there might be to a man who could not pay his way; and it was important that publicity should be given in times like the present, when debtors struggled on to the last, and made away with their property at the last moment. Under these circumstances, he thought the law acted wisely in giving publicity; but he would confer with his brother Commissioners with the view of establishing a general rule; his own voice would still be raised in favour of publicity. There were parties in this court who reported the truth, the whole truth, and nothing but the truth; whereas, in private arrangements, one-sided statements too often found their way into the newspapers.

In the case of *Singfield* v. *Stannard* a rather important question, and one that is continually recurring, has been raised in the City Sheriff's Court—viz. whether the court has power to commit after a certificate in bankruptcy?

Mr. *W. R. Buchanan*, Basinghall-street, appeared for the defendant, to show cause why he should not be committed on a judgment summons, for non-payment of a debt which had been contracted in 1854; but the defendant had subsequently become bankrupt, and obtained his certificate in October, 1855, and he (Mr. *Buchanan*) put it in, not as being a prohibition against the court taking further proceedings in the matter, but to submit to his Honour whether, in the face of the certificate, he would make an order, when he had a discretionary power.

Mr. *Davies*, for the plaintiff, said that the late judge, Mr. *Gurney* (now Recorder), had committed the defendant for twenty-one days.

Mr. *Buchanan* said that was for the mode in which the debt was contracted; since then the amended Act had been passed in relation to the County Court Act, by which final orders in insolvency and certificates in bankruptcy were protection against subsequent proceedings in the county courts. Unfortunately, the City had not applied for an amendment of their Act in that respect, and that serious flaw existed. Still, the Court had a discretion, and would, no doubt, act upon the principle laid down in the amended County Court Act, and refuse to make any order.

The judge, Mr. *Prendergast*, Q.C., ultimately held, that, under the City Act, 9 & 10 Vict., which contained similar clauses to the County Courts Act, and from the cases of *Abbey* v. *Dale*, and a case reported in 17 Jurist, p. 758, he ought not to make any order. The cases in insolvency and bankruptcy differed thus, that a protection under insolvency did not satisfy the debt under the original Act; but as it had been subsequently declared that an order in insolvency or a certificate in bankruptcy should be received as a defence, he should refuse to make any order.

An illustration of the manner in which the French courts are inclined to deal with the decisions of our English tribunals with regard to foreigners residing in France, is afforded by the case of *Hope* v. *Hope*. It will be in the recollection of our readers that Mr. and Mrs. Hope, after numerous legal proceedings relative to their divorce and to the possession of their children before the courts both of England and France, came, in March, 1855, to an arrangement that their youngest child, John Henry, should remain with Mrs. Hope, and that the others, four in number, should go to their father, Mrs. Hope reserving to herself the privilege of seeing and corresponding with her children; Mrs. Hope, besides, consented to abandon an application for divorce which she had made in England, and undertook not only not to oppose but to promote the demand for divorce made by him against her in that country. Yesterday, Mr. Hope applied to the civil tribunal to order that the child in question should be given up to him; and he based his demand on the ground that the Court of Chancery in England had decided that all the children should be placed under his care; and that, as the arrangement of March, 1855, was not legal, he was not bound by it. Mrs. Hope, in reply, insisted that the interests of the child, who is only ten years of age, required that he should be left under her care; and she represented, that, as her husband was an Englishman, and as she by her marriage to him must be considered English also, a French tribunal had no jurisdiction over them in such a matter. She also represented that if the arrangement of March, 1855, was not binding in law, there was nothing to prevent the tribunal from declaring that it was equitable, and that it should be acted on. Lastly, she urged that as Mr. Hope thought fit to live apart from her, and refused to fulfil the duties of a husband towards her, though no separation between them had been pronounced in France, he was not warranted in insisting on exercising alone paternal power over all their children. The tribunal decided, that, as the parties are English, as Mr. Hope refused to receive his wife into his house though not legally separated from her, and as, besides, the interests of the child required that he should remain with his mother, it (the tribunal) had no jurisdiction in the matter, and that Mr. Hope's application must be dismissed with costs.

The interpretation to be put upon the 22nd section of the Common Law Procedure Act, 1854, was discussed in the case of *Millar and Others* v. *Draper*, tried before Baron *Martin*, at the Gloucester assizes, on Monday last. Mr. *Gray*, who appeared for the defendant, having, on re-examination of one of his witnesses, whether he had not made a statement to the plaintiff's attorney, and being about to cross-examine him upon that statement Mr. Baron *Martin* interfered, and said, that the 22nd section of the Common Law Procedure Act, 1854, only allowed that course to be taken in case the witness shall, in the "opinion of the judge, prove adverse." But it did not allow it in every case where a witness varied in his statement. His Lordship, after conferring with Mr. Baron *Bramwell*, repeated his opinion that the witness must be adverse before he could be contradicted.

WESTERN CIRCUIT.—Bristol, August 8.

Mr. Justice Coleridge opened the Western Circuit on Saturday, at Bristol. Great interest is attached to an action, to be tried there, by an attorney against Mr. Simpson, of the London firm of A'Beckett and Simpson, for opposing him—as he alleges maliciously—before Mr. Commissioner Law, and getting him a long term of imprisonment.

OXFORD CIRCUIT.—Gloucester, August 8.

(Before Mr. Baron Martin and Common Juries).

D'Elwart v. *Marshall.*

Mr. Serjeant *Pigott* and Mr. *W. H. Cooke* appeared for the plaintiff; Mr. *Skinner*, Q. C., and Mr. *Powell* for the defendant.

The plaintiff in this action, Mr. D'Elwart, was a Frenchman, and teacher of the French language, residing at Cheltenham; and he sued the defendant, Frederick Marshall, an attorney in the same town, to recover damages for slander, imputing to him that he was "a rogue, and had swindled a lady named Johnson of the sum of £240." It appeared that a Cheltenham lady named Johnson had become interested in the plaintiff, and had made him divers offers of assistance. To the several plans proposed by the lady for his advancement the plaintiff objected, but having intimated that he had a strong desire for agricultural pursuits, Mrs. Johnson promised that she would purchase a farm for him. It was rather suggested that the plaintiff himself understood he was to become the proprietor, as he had given instructions to the defendant to procure his naturalization; but this point was not cleared up, for though the plaintiff and Mrs. Johnson were both in court, neither of them was called. The defendant, it appeared, had been employed by Mrs. Johnson to get back a contract and abstract from the plaintiff, and, strongly disapproving the plaintiff's conduct in the matter, he expressed his opinion of him in a very unreserved manner to a Mr. Roberts, on which occasion, according to the evidence, he made use of the slanderous words now complained of. He also repeated the same expressions on another occasion.

The defendant was called as a witness, and denied having made use of the slanderous words imputed to him; but he admitted having called the plaintiff a "scoundrel," and that he believed he was a "rogue," though he said he had never called him by that name.

Considerable amusement was produced in court by the vivacity of the little Frenchman and the pugnacious disposition of the defendant, who, it appeared, had been bound over to keep the peace, in consequence of a threat to chastise the plaintiff's attorney, a man, named Boodle, who also practises at Cheltenham.

Mr. Serjeant *Pigott* offered to consent to the withdrawal of a juror, provided the defendant would express his regret at having made use of the expressions complained of.

Mr. *Skinner*, as his client refused to accede to this proposal, contended that the words had never been spoken, and, if they had, the communication was privileged.

Mr. Baron Martin having summed up the evidence, the jury found for the plaintiff—Damages, £40.

Thomas v. *Lewis.*

Mr. *Whateley*, Q.C., and Mr. *Dowdeswell*, appeared for the plaintiff; Mr. *Skinner*, Q.C., and Mr. *Phipson*, for the defendant.

The plaintiff in this action, Evan Thomas, was an elderly man who lived at Lampeter, in Cardiganshire, and he sued the defendant, Thomas Lewis, an attorney in the same place, to recover damages for negligence as an attorney. The chief ground of complaint was, that the defendant had advised the plaintiff that he could legally enter into certain agreements with an attorney named Lloyd, which agreements were afterwards held by the Vice Chancellor to be bad by reason of "champerty." The defendant denied that he had given the plaintiff any such advice.

The jury found a verdict for the plaintiff, with 40*s.* damages, the plaintiff having leave to move to increase the damages if the court should be of opinion that he was entitled to more.

August 13.

(Before Mr. Baron Martin and a Special Jury.)

Haddock and Another v. *Lewis and Another.*

This was an action of ejectment brought to try the validity

of a will made on the 14th April, 1855, by Mrs. Anne Higgins, an old lady, who died at a place called "Shepherds," about four miles from Newnham, on the 13th of May, 1855, at the advanced age of eighty. Considerable interest attached to the inquiry, arising from the circumstance that the will in question was made by Mr. James Knight Smith, a solicitor, of Newnham, and that one moiety of the property, after paying certain legacies, was left to a Mrs. Elliott, an old lady of sixty-six, who was Mr. Smith's mother-in-law. The other moiety was left to Sarah Lewis, who was the testator's first cousin. The plaintiff claimed as heir-at-law, and the defendants as devisees.

The questions involved were the competency of the testator to make the will, and the professional propriety of the conduct of Mr. Smith.

The suggestions on the part of the plaintiffs were, first, whether the deceased had signed the will on the 14th of April; secondly, whether she had ever signed any will at all.

Mr. Baron MARTIN summed up the evidence. He said, that if the account Mr. Smith and his clerk gave of the transaction was true the will was valid; for however improper it might be that a will should be so executed in favour of an attorney's family, there was no objection to it in point of law.

The verdict of the jury has not yet reached us.

The personalty involved amounts to £6,000, and the realty to £350 a year.

NORTHERN CIRCUIT.—LIVERPOOL, AUGUST 10.

Mr. Baron Watson opened the Liverpool assizes on Monday, at twelve o'clock. The calendar is unusually heavy: There are 15 persons charged with murder; 20 with stabbing, wounding, and shooting with intent to do grievous bodily harm; there are 18 cases of manslaughter; of rape, and attempts to commit rape, there are 11; of forgery, 8; of highway robbery, 30; of burglary, 33; of perjury, 8; of bigamy, 6; and various other offences of a serious character.

The cause list contains an entry of 104 causes, 36 of which are in the Manchester and Salford list, the residue in the West Derby and Liverpool list. About 50 of the latter are foreign causes, chiefly from London, owing to Liverpool being the last assize town.

COURT OF BANKRUPTCY. — AUGUST 11.

QUESTION AS TO COMPROMISING A DEBT.

Ex parte Executors of Hodge, In re Lane.

In this case the assignees had agreed to accept a composition of 10*s.* in the pound on a debt of 3,000*l.*, due from the representatives of Richard Hurst, deceased. An order had been made by the court, under the 153rd section of the Act, authorising the assignees to accept the proposal.

Mr. *Heather*, on behalf of certain creditors, now moved the court to rescind its former order, on the ground that it had been made without the consent of several large creditors, and under a misapprehension as to the rights of the assignees against the debtor. It appeared that the bankrupt (Lane) held two judgments against Hurst, on whose estate they ranked as third incumbrancers; and the question was, whether those judgments had been sufficiently registered, so as to take precedence of subsequent incumbrancers. The assignees had acted on the supposition that they had not, and hence the compromise.

Mr. *Stevens* (of the Chancery bar) who had advised the assignees in the matter, supported the order of the court, and cited the Acts of 5 Anne, and 1 & 2 Vict. c. 110, and subsequent statutes, relating to the registration of judgments. On the authority of *Westbrook* v. *Blyth* (23 Law Journ. N. S. 386) and *Hughes* v. *Lumley* (1 Jur. N. S. 422), he contended that a judgment was inoperative where the property was situate in a register county (Yorkshire or Middlesex) unless it was registered both in the Court of Common Pleas and in the register office of the county.

Mr. Commissioner *Goulburn* said, he had at first doubted whether individual creditors could interfere, in a case of this kind, with the discretion of the assignees and the court as to sanctioning a composition; but a fuller consideration of the 12th clause, that which gave the court primary jurisdiction, had led him to the conclusion that creditors had the right to exercise surveillance over the assignees in respect to compositions, and were entitled to have the matter openly inquired into, and discussed. In this case it appeared that the composition had been sanctioned by creditors to the amount of £18,000 out of £23,000; and no one could doubt that it was one highly beneficial to the estate, for there were serious doubts as to the validity of the judgments. In administering a bankrupt estate, it was not the duty of the assignees to contest every moot point to the last, a course which could only result in transferring the assets to the pockets of the lawyers; they would exercise a sound discretion in agreeing to such a compromise as put an end to a litigation which threatened to be most protracted and costly. The motion must be dismissed, but as it was a very proper one to be made, the costs would be allowed out of the estate.

August 12.

(Before Mr. Commissioner GOULBURN).

THE RIGHT OF A BANKRUPT TO PASS HIS LAST EXAMINATION ON UNVOUCHED ACCOUNTS.

In re J. Ellison.

This was a last examination sitting, in which Mr. Bagley (instructed by Messrs. Reid, Marsden, & Co.) was counsel for the assignees, and Mr. Hubbard was for the bankrupt.

Mr. *Bagley* prayed an adjournment without day, on the ground that the accounts were unsatisfactory, being unvouched by books, and a large sum of money (867*l.* 2*s.* 5*d.*) wholly unaccounted for, otherwise than by estimating it as expended under trade and personal expenditure.

It appeared that the trade and personal expenditure of the bankrupt, during a period of a year and seven months, amounted to—personal, 149*l.* 15*s.* 9*d.*, and trade, 872*l.* 18*s.*—total, 2372*l.* 3*s.* 9*d.*; whilst his profits during that period were stated by himself to be only 160*l.* 6*s.* He commenced his account on October 22, 1855, with a deficiency of 1593*l.* 15*s.* 1*d.*, which was now increased to about £5351 on his own showing. There was no cash-book, and the other books were quite insufficiently kept to make other than what is called a "raised account" since the bankruptcy.

Mr. *Bagley* prayed an adjournment without day; and Mr. *Hubbard* was heard for the bankrupt contrà. In the course of the argument the case of a bankrupt named Sellers was adverted to, in which the Lords Justices had passed the accounts of a bankrupt wholly unvouched, and disclosing no assets, nor any account of how he had disposed of them, other than by a statement and figures made by an accountant, and wholly unvouched and unsupported by proof of any kind.

His Honour said that before he finally disposed of this or other similar cases, he must be informed, with some degree of accuracy, as to what the Lords Justices had said touching a bankrupt's last examination—what it was and ought to be. He (Mr. Commissioner Goulburn) had always considered, and he had had now nearly 40 years' experience in bankruptcy matters, that at a bankrupt's last examination he was bound to render to his creditors "a full and true account of his estate and effects, vouched by reasonable evidence." Such he had heard to be the rule—he believed from the lips of Lord *Eldon* himself. It would appear from accounts, which had been, no doubt, inaccurately put forth, that the appellate jurisdiction had ruled (in the case referred to and others from Mr. Commissioner Evans's court) that the last examination of a bankrupt was simply to receive such account as he might think fit to give, and without vouching any of the items therein, either by his books or otherwise; and that, upon such an account, the court were bound to "pass" the account, not as a "full, or true, or satisfactory one," but as the only one the bankrupt could, or thought fit to, give to his creditors of his estate and effects. Such a principle (his Honour remarked) seemed to his mind to be one fraught with infinite mischief, and if acted upon would make a bankrupt's last examination a mere ceremony—costly to the creditors, and worse than useless to them. He should adjourn this case without day, and take means to be informed as to what really had been ruled by the Lords Justices in the case referred to.

Examination adjourned *sine die*.

Aug. 13.

(Before Mr. Commissioner FANE).

In re Hugh Innes Cameron.

This was the day appointed for the last examination of this bankrupt, so well known from his connexion with the Royal British Bank. No accounts had been filed; but a statement has already appeared, which makes his liabilities, independent of those to the bank, about £8,000. He is made bankrupt as a sheep salesman, of Kensington.

Mr. *Linklater* appeared for the assignees, and Mr. *Cotterill* for the bankrupt.

Mr. *Cotterill*.—I appear for Mr. Cameron, and I have to make application to your Honour that a quantity of papers which were taken from him by the French authorities when he was arrested, and subsequently, by arrangement, came into the

hands of Mr. Linklater, may be restored to Mr. Cameron, inasmuch as they in no way relate to his dealings as a trader, and it is essential that he should have them, in order to prepare his defence for the prosecution which has been instituted against him.

The Commissioner.—But I cannot make a general order that all these papers should be delivered up. There must be some distinction. What course do you propose to pursue?

Mr. *Cotterill.*—That some third party should examine the papers, and hand over to us such as do not relate to his dealings as a trader.

Mr. *Linklater.*—I cannot consent to that. I should not be satisfied with the inspection of the papers by any other eyes than my own. I am quite content to undergo that ordeal, along with my friend, in order to see which of the papers relate to Mr. Cameron's estate, and which of them to his dealings with the Royal British Bank; because if there be anything relating to his dealings, either as a trader on his own account, or in connexion with the bank, I should ask to retain possession of those documents. On the other hand, such of them as relate to family matters, or things of that kind, I have no wish to retain.

The Commissioner.—Then I cannot interfere. How can I, sitting here in bankruptcy, order Mr Linklater to deliver up documents in his possession belonging to the assignees, which may be useful to them in carrying on a prosecution?

The matter then dropped.

It is understood that the bankrupt declines to file any balance-sheet, of which advantage might be taken for the prosecution, until after November; and the assignees have consented in the meantime to accept a statement of the debts and assets particularising the assets now to be collected.

At the last meeting the bankrupt was ordered to be discharged from custody, and an allowance of £3 per week was made to him.

The examination was then adjourned till the 30th of October.

OATHS TAKEN BY MEMBERS.

The report from the select committee on oaths taken by members, together with the proceedings of the committee, has just been published.

At the first sitting Lord J. Russell, at the instance of Mr. Disraeli, was moved into the chair. The committee then deliberated and considered the provisions of the 5 & 6 Will. 4, c. 62. On the following day a motion was made and question proposed by the Attorney-General:—"That in the opinion of this committee, the House of Commons is included within the following words of the 8th section of 5 & 6 Will. 4, c. 62; that is to say, 'all bodies now by law, or by statute, or by any valid usage, authorised to administer or receive any oath.'" Mr. Disraeli moved an amendment, to leave out from the word "That," to the end of the question, in order to add the words, "It is expedient, before it comes to any decision on the matter referred to its investigation by the House, that this committee should obtain permission from the House to hear counsel on the application of the statute 5 & 6 Will. 4, c. 62, to the Houses of Parliament,"—but this amendment was, by leave, withdrawn. On the motion of the right hon. gentleman it was agreed, by 14 votes to 9, to postpone the consideration of the question. On the third day of meeting (Monday last) the committee took into consideration an amendment, moved by Mr. Warren at the previous sitting—viz., to leave out from the word "committee" to the end of the question, in order to add the words "it would be expedient, regard being had to the late period of the session, and the public and private engagements of its members, that they should report to the House that the committee deem it advisable that it should be re-appointed at the commencement of the ensuing session." It was agreed, however, "that the words 'that in the opinion of this committee the' stand part of the question." The main question was then put—"That in the opinion of this committee the House of Commons is included within the following words of the 8th section of the 5 & 6 Will. 4, c. 62; that is to say, 'All bodies now by law or statute, or by any valid usage, authorised to administer or receive any oath.'"—The committee divided: Ayes, 13—Mr. Dilwyn, Mr. Disraeli, Mr. Headlam, Mr. Horsman, Mr. Attorney-General, Mr. Roebuck, Lord Stanley, Sir J. Pakington, the Lord Advocate, Mr. Villiers, Mr. Ayrton, Mr. Greer, Mr. Bowyer. Noes, 16—Mr. Cobbett, Mr. Gladstone, Sir G. Grey, Mr. Henley, Mr. Malins, Mr. Napier, Mr. Rolt, Mr. Walpole, Mr. Whiteside, Lord J. Manners, Mr. Macaulay, Mr. Wigram, Mr. Adams, Mr. Fitzgerald, Mr. Craufurd, Mr. Maguire. The committee agreed to report to the House as follows: The following resolution was proposed by a member of the committee:—"That in the opinion of this committee, the House of Commons is included within the following words of the 8th section of 5 & 6 Will. 4, c. 62; that is to say, 'All bodies now by law or statute, or by any valid usage, authorised to apminister or receive any oath.' Upon deliberation, the resolution passed in the negative." Ordered to report.

The Statute Law Commission.—A return has been published showing how the balance of £3,029 on the 30th of April, 1856, and the sum of £1,911 voted in 1856, for the purposes of the above Commission, had been expended. The total payments to draftsmen from April, 1856, to June, 1857, amounted to £2,285. The total amount voted since 1854 has been £9,490, and of this £8,685 has been expended.—*Times.*

The Right Hon. James Stuart Wortley, M.P., is, we are happy to learn, recovered from his severe attack of illness, the only effects remaining being a slight weakness. The hon. and learned gentleman has just returned to town from Eserick Park, Yorkshire, Lord Wenlock's seat, where he had remained in seclusion to renovate his health. We understand, that, at the solicitation of his more intimate friends, he purposes, after the ensuing vacation, to resume his professional duties at the bar, and hopes in the next session to be able to take a useful part in the House of Commons.—*Daily News.*

Prorogation of Parliament.—The public business has so far advanced—in spite of needless obstructions—that the termination of the session may now be confidently looked for. Every effort will be made to bring the session to a close on Saturday, the 22nd instant, so as to enable her Majesty to prorogue Parliament in person, previous to the departure of the Court for the north, which will take place on Monday, the 24th instant, in the event of the session being over at the expected time.—*Observer.*

It is stated in political circles, that Mr. Phinn, the late Secretary of the Admiralty, is about to proceed to the colonies, having accepted an appointment.—*Liverpool Albion.*

Town Clerk of Cardiff.—Mr. E. P. Richards having resigned the office of Town Clerk, the Council unanimously elected Mr. B. Matthews as his successor.

The Ministerial whitebait dinner is fixed for Wednesday, the 19th instant, at the Trafalgar, Greenwich.—*Globe.*

In the House of Lords, the decision in the case of the *South Eastern Railway Company* v. *Joctin* has been postponed *sine die.*

In the Bankruptcy Court Mr. Commissioner *Fane* has ordered proceedings to be instituted agsinst a Mr. Solomon, an alleged debtor to the Hastings Bank of over £8,000. The case came before the Court *In re Smith, Scrivens, & Co.*

ELECTION EXPENSES.

Greenwich.—It appears, from the official statement of Mr. James (the election auditor), that at the last election the expenses of Sir W. Codrington were 1,096*l.* 12*s.* 6*d.*, and of Mr. Montagu Chambers (who was unseated), 1,039*l.* 0*s.* 1*d.*

Oxford City.—The total expenses of the four candidates for the representation of the city of Oxford at the general election in March last were 2,545*l.* 3*s.* 10*d.*, of which sum Mr. Langston's return cost 660*l.* 12*s.* 10*d.*, including £200 and 13*l.* 13*s.* to agents. Mr. Neate's election cost 550*l.* 5*s.* 6*d.*, including 50 guineas to the agent. The expenses of the unsuccessful candidates were much larger in proportion, the Right Hon. Edward Cardwell's alone amounting to 928*l.* 11*s.* 2*d.*, including £205 each to his two agents; while Mr. Serjeant Gaselee, who only polled 225 votes, disbursed a sum of 405*l.* 14*s.* 4*d.*, including £84 and 32*l.* 5*s.* to agents.

Oxford County.—Expenses of the county election were—G. G. Harcourt, Esq., 207*l.* 6*s.* 2*d.*; the Right Hon. J. W. Henley, 52*l.* 4*s.* 6*d.*; Colonel North, 57*l.* 2*s.* 4*d.*; H. H. Pelly Hinde, Esq., 87*l.* 15*s.* 3*d.* The latter gentleman only issued an address, and met the electors at the town-hall, after which he retired from the contest.

Banbury.—Mr. Tancred, the successful candidate, expended 208*l.* 0*s.* 5*d.*, while his opponent's (Mr. Yates) expenses were £81.

Woodstock.—The Marquis of Blandford's (now Duke of Marlborough) expenses were 51*l.* 1*s.* 11*d.*

Recent Decisions in Chancery.

PRINCIPAL AND SURETY—DISCHARGE.

Pearl v. *Deacon*, 5 W. R. 702; *S. C.* 793.

The reported cases touching the relations of principal and surety abound in subtle distinctions, and there is no class of decisions in which it is more important for the lawyer to understand the foundation on which the law has based the relations between parties. In the present case, a publican borrowed £250 from his landlord, for which he gave an assignment of his pension, a bill of sale of his furniture, and also two notes of £125 each, in one of which the plaintiff joined as surety, there being another surety for the other moiety. The plaintiff was aware at the time when he became surety that the bill of sale had been given. The landlord, who was the defendant in the suit, seized the furniture for rent which accrued subsequently to the loan transaction; and the plaintiff in this suit claimed to be relieved *pro tanto* from his obligation as surety by the act of the creditor in taking for another claim the property which formed part of the security for the debt which the plaintiff had guaranteed. The Master of the Rolls decided in favour of the plaintiff's claim, and his Honour's decree was affirmed on appeal by the Lords Justices. It was argued, on behalf of the plaintiff, that the distress which had been put in by the creditor was not within the scope of the contract between him and the surety. The Master of the Rolls, however, did not decide upon this ground, but on the ground of the equity arising out of the relation between the parties; and in this distinction he followed the doctrine laid down or recognised in numerous decisions. In the common case of contribution among co-sureties, where there is no express contract for contribution, the right of one surety who has paid the principal debt or any part of it, to enforce contribution from a co-surety, depends, as Lord *Eldon* observed in *Craythorne* v. *Swinburne* (14 Ves. 164), "rather upon a principle of equity than upon contract; unless in this sense, that the principle of equity being in its operation established, a contract may be inferred upon the implied knowledge of that principle by all persons; and it must be upon such a ground of implied assumpsit, that, in modern times, courts of law have assumed a jurisdiction upon this subject." But though a surety is liable to contribute, rather by force of a principle of equity than by contract, it is clear that a surety may, by contract, place himself out of the reach of the principle, which, however, had not been done in this case. The relation between the creditor and surety has been sometimes stated so high as to make the creditor a trustee for the surety, in respect of the securities which the creditor holds for his debt; and it cannot now be questioned that sureties are entitled to the benefit of every security which the creditor holds against the principal. If the relations of the parties were based upon contract, a question might frequently arise as to knowledge of the contracting parties at the time when the contract was entered into; and it might be doubtful whether a surety would be entitled to have the benefit of other securities than those which were known to him to exist when he guaranteed the debt. In *Pearl* v. *Deacon* this question could not arise, because there the surety knew that the creditor had taken the bill of sale as a security; but even if it were otherwise, there is little room for doubt, that, upon the authority of several cases which have never been impugned, the plaintiff would have been entitled to be relieved, *pro tanto*, from his obligation. The analogous case of *Deering* v. *Lord Winchelsea* (2 Bos. & Pull. 268) (approved of by Lord *Eldon*, 14 Ves. 165), is a distinct authority, that, where a person becomes surety, not knowing that there is another surety for the same debt, the right of contribution in his favour exists just as fully as if he were aware of the existence of the other suretyship. In the present case, if the bill of sale had been given at a different time, and as a security for the other moiety of the debt, it would be similar to the case of *Wade* v. *Coope* (2 Sim. 155), where it was held, that, under such circumstances, the surety was not entitled to the benefit of the security.

SOLICITOR AND CLIENT—TAXATION UNDER 6 & 7 VICT. C. 73.

Re Strother, 5 W. R. 797.

The decisions under the 37th and 41st sections of this Act have been very numerous and conflicting. One of the commonest grounds upon which petitions are presented for taxation after payment, or after the expiration of twelve months from the delivery of the bill of costs, is alleged overcharge; and though many cases involving this question have been decided, it is still difficult to say whether or not even gross overcharge, in the absence of fraud, is sufficient to obtain an order for taxation under the Act. There are decisions to the effect that mere overcharges, even though considerable, are not a sufficient ground, unless, indeed, the overcharges are of such a nature as to raise the presumption of fraud. In *Re Strother*, *Wood*, V. C., appears to have considered that mere overcharge of itself would justify taxation after the lapse of the time from the delivery of the bill fixed by the statute; though it was not necessary for his Honour then to have decided the case upon that ground, inasmuch as there were other "special circumstances" to support the decision. There had been a dispute about some of the principal items, from the time when the bill was delivered, in reference to parliamentary proceedings, of which the solicitor admitted his client's ignorance; and, moreover, the solicitor had made no demand for payment until the twelve months had passed. Therefore, though the Vice-Chancellor appears to have said that "overcharge and pressure need not be combined, either would justify taxation," the case cannot be considered as an authority that mere overcharge, without other circumstances, will induce the court to order taxation under the statute. The most recent decision of the Court of Appeal, on the point of taxation after payment, is *Re Boyle*, *Ex parte Turner* (4 W. R. 617), and there both the Lords Justices considered that the overcharge must be so gross as to amount to fraud to induce the court to tax a bill after payment; and there is no difference in principle between the case of taxation after payment and after the lapse of twelve months from the delivery of the bill. The judgment of the Vice-Chancellor, at all events, does not proceed upon the assumption of any such distinction. As well as we can extract a principle from the long catalogue of cases on the subject which are to be found in the books—especially in the fourteen last volumes of Mr. Beavan's "Reports"—the rule appears to be, that overcharge simply is not such a special circumstance as the Court considers to justify taxation under the 37th and 41st sections; but that, where the overcharge is obviously gross in its amount, or where it is accompanied by other circumstances suggestive of fraud, the Court will presume fraud; and the overcharge will not be allowed to stand in equity, any more than any other fraudulent transaction.

Cases at Common Law specially Interesting to Attorneys.

STRIKING OFF THE ROLL—APPLICATION TO BE RESTORED—PRACTICE.

Re Thomas Simpson, 1 C. B., N. S., 554.

Mr. Simpson, an attorney, obtained, at his own request, from the Court of Common Pleas, a rule to strike him off the roll of that court—his object being, to be called to the bar. The rule was acted on, and his name struck off accordingly. Application in his behalf was afterwards made to restore him to the roll, on an affidavit stating he had abandoned the intention of going to the bar, and was desirous of resuming his practice as an attorney. But, inasmuch as this affidavit described him to be "one of the attorneys of the Court of Common Pleas," notwithstanding the erasure of his name from the roll in consequence of the above-mentioned rule, the Court, previously to granting his request, required the affidavit to be resworn and amended.

ENLARGING RULE FOR THE PURPOSES OF SERVICE—PRACTICE.

Grissold v. *Harding*, *Official Manager of the British Bank*, 1 C. B., N. S., 556.

In this case judgment against the defendant, as official manager of the bank, having been obtained by the plaintiff, a rule had issued calling upon one of the shareholders to show cause why there should not be execution on such judgment against him; but the plaintiff's attorneys had been unable to serve the party to whom the notice of the application had been addressed, in consequence of his having left his former place of abode. Leave was accordingly applied for, on the last day of term, to amend the rule, and to enlarge it until the first day of the next term; but the Court demurred, asking how they could so deal with a rule after it had run out. Master *Park*, however, stated that what was asked was commonly done, for the purpose of service, in the Queen's Bench; the amended rule being, in effect, treated as a new one. And on this the Court of Common Pleas acceded to the application.

PAPER BOOKS—DELIVERY BY ONE PARTY IN DEFAULT OF DELIVERY BY THE OTHER—EFFECT OF.

Simmons v. *Siggers*, 1 C. B., N. S., 588.

By r. 16 of the General Practice Rules of Hilary Term,

1853, it is provided, that, four clear days before the day appointed for the argument of a demurrer, the plaintiff must deliver copies of the demurrer both to the chief and senior puisne judge; and the defendant, to the next two senior judges; and that, in default of either party, the opposite party may, on the day following, deliver the required copies; and that the party making default shall not be heard till he have paid for the copies so delivered in default, or have deposited with the master a sum sufficient for the purpose.

In the above case the paper books had been delivered by the defendant's attorney in default of the plaintiff; and on the demurrer being called on, it was objected, on behalf of the defendant, that the plaintiff could not be heard. The attorney for the plaintiff not being present to pay for the books, application was made that the case might stand over; but the Court said that it was not usual in such a case to grant time, and gave judgment for the defendant.

It would appear from *Dorsett* v. *Asplin* (11 C. B. 651), that, in the above case, the plaintiff might be let in, if he came the next day with an affidavit of merits; and it would also seem, that, in the Queen's Bench, it would be necessary to give *notice* of the default to the opposite party, by filing an affidavit or otherwise. At least, that was so before the present rules under a rule of Hil. Term, 4 Will. 4, to the same effect. (See *Sandall* v. *Bennett*, 2 Ad. & E. 204). In the Common Pleas, on the other hand, no notice of the objection has been ever required; though, in the case of *Dorsett* v. *Asplin*, above referred to, *Jervis*, C. J., remarked, "It is only fair and proper that notice should be given."

BANKRUPTCY—"KEEPING THE HOUSE," MEANING OF.

Clements v. *M'Kibben*, 2 H. & N. 62.

Among the acts the committal of any of which is specified by the Bankruptcy Consolidation Act, 1849 (having been incorporated into that statute from the general law of bankruptcy), to be an act of bankruptcy, is that of the trader's "beginning to keep his house." What this imports is not, perhaps, so clear as it might be; but the above case throws some light on the subject. The alleged bankrupt (one Phillips) had bought from the defendant a large quantity of beef, and immediately after its delivery circumstances occurred to convince the defendant that it had been fraudulently purchased from him at a time when Phillips knew himself to be insolvent. He accordingly went to the house of Phillips and asked to see him, claiming, at the same time, the re-delivery of the beef, as having been obtained from him by fraud. He was refused admittance; but, through the intervention of the solicitor of Phillips, the beef was ultimately given up, and Phillips, on a subsequent day, was adjudged a bankrupt. His assignees (the plaintiffs in the present action) now sued the defendant for the value of the beef, alleging that their title related back to the day on which Phillips committed an act of bankruptcy by "keeping his house," by refusing to see the defendant, as above mentioned. The Court, however, said there was nothing to show the refusal to see the defendant had been made *with intent to defeat or delay a creditor*. In the first place, the defendant was not a creditor, but an applicant for the return of the goods; and in the next place, for aught that appeared, if the defendant had come to demand money, Phillips would have seen him, and requested him to take a bill. Judgment was given for the defendant.

DISCHARGE OF JUDGMENT DEBTOR BY ORDER OF THE ATTORNEY—ACTION AGAINST SHERIFF.

Hodges v. *Paterson*, 26 L. J., Exch., 223.

This was an action against the sheriff for a wrongful discharge of a judgment debtor; and it appeared that the defence was, that the judgment debtor, after his arrest, had been discharged under a written order of the attorney for the plaintiff. The judgment debtor had been taken on a *ca. sa.*; and the attorney, while in ignorance of that fact, wrote thus to the officer:—"I hereby countermand the writ of *ca. sa.* until further notice;" and, on the same day that the officer received this letter, the prisoner was discharged. The judge who tried the action thought that this letter was no authority to discharge the debtor within the meaning of the 126th section of the Common Law Procedure Act, 1852, which provides that a written order under the hand of the attorney in the cause by whom any *ca. sa.* shall have been issued, shall justify the sheriff, &c., in whose custody the party may be under such writ, in discharging his prisoner, unless such sheriff, &c., has received written notice to the contrary from the party for whom the attorney professes to act. However, at the solicitation of the defendant's counsel, the judge left that question to the jury, who found for the defendant. The Court now set aside the trial, on the ground that it was a misdirection to leave the construction of the letter at all to the jury—the question being for the judge.

It is to be remarked, that, though an attorney has always had the power of directing the sheriff to discharge his prisoner, who has been taken on a *capias ad respondendum* (see *Taylor* v. *Brander*, 1 Esp. 45; *Martin* v. *Francis*, 2 B. & Ad. 402), he had no such authority if the prisoner was arrested on a *capias ad satisfaciendum*, until the provision of the Common Law Procedure Act, above noticed, extended the rule, with certain qualifications, to the execution writ. Even now, it is in the power of the client, if he pleases, by a written notice, to retain the prisoner in custody. As to how far notice to the sheriff's officer is notice to the sheriff himself, the case of *Howard* v. *Canty* (2 D. & L. 115) may be consulted with advantage.

VENUE—DEFECTIVE NOTICE OF TRIAL—IRREGULARITY, PRACTICE AS TO.

Selwyn v. *Smith*, 26 L. J., Exch., 226.

In this action, the venue was laid in Middlesex; and before plea, a summons for time to plead was taken out, indorsed by the plaintiff's attorney, in the usual way. "Take an order for five days on the usual terms; the venue to be changed to Gloucester." The order was drawn up by the defendant's attorney in the usual form—"Taking short notice of trial;" adding "for the assizes," but not mentioning Gloucester. Notice of trial, however, was given for Gloucester. On the day before the commission day, the attorneys met, and the plaintiff's attorney said he feared he had made a mistake in giving notice for Gloucester, and that it would be of no use to deliver briefs. Afterwards, however, being advised otherwise, he delivered briefs, and obtained a verdict in the absence of the defendant, who did not appear. An application was—on the day before execution after the above verdict could issue—made to the Court to set aside the trial and all proceedings, upon an affidavit stating the above facts, and also that the indorsement as to change of venue to Gloucester was made by mistake, and that all the defendant meant by drawing up the order with the words as to taking notice of trial "for the assizes" was to meet the case of there not being time to give notice for the town sittings. And it was submitted, that, there having been, in point of fact, no order to change the venue, the trial was a nullity, as it had taken place in a county different from that in which the venue was laid. The Court, however, said that there was an order to change, and that the only mistake which had been committed was the neglect to mention therein the name of the new county, and to alter the declaration accordingly. These, however, were matters of irregularity only; and as the motion to set aside the trial was not made until the very day before that on which execution could issue, and as there was neither an affidavit of merits nor any statement as to the amount of the verdict, they refused to entertain the application.

It would seem to have been the defendant's proper course in this case, as soon as he received the notice of trial for Gloucester, to have moved to set it aside. For it is a rule that he who moves to set aside proceedings on the ground of irregularity must ask to set aside the first proceeding in which the irregularity occurs. (See *Hardwick* v. *Wardle*, 4 D. & L. 739).

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

PROPERTY QUALIFICATION OF LAWYERS IN PARLIAMENT.

It is quite in accordance with the known habits of mankind that every now and then an example should be made of some delinquent who merely acts, as many others act, in violating some law or regulation of questionable wisdom. The majority of mankind will not submit to rules of which the expediency is (to say the least) not obvious, and which are based on no recognised maxim of morality. Hence, the constant evasions of such laws; and, amongst others, of the law prescribing a real property qualification for members of Parliament. We have no intention of entering upon the question—How far any property qualification whatever is desirable? Such an inquiry would be necessarily foreign to the objects of THE SOLICITORS' JOURNAL, as trenching on the forbidden ground of politics; all that we propose to consider is, the working of a law which requires of all members of Parliament, including professional

men, a property qualification of a particular kind—*i. e.* land, or a charge on land, of a certain annual value.

Now, it will scarcely be denied, that a small portion only of the barristers and solicitors who are actually practising as such, possess the particular kind and quantity of property required by law; and it follows that but few would be *bonâ fide* qualified, if elected, to take their seats in the Legislature. Speaking from observation, we are disposed to think that solicitors usually invest their accumulations partly in their business, and partly on mortgage, or in the public funds. Railway shares, of the better kind, are also in demand with both branches of the profession. It is generally late in life that the practising lawyer, with a view to establishing his name and family in some provincial locality, begins investing in land, and continues by degrees adding to his possessions, until, with that innate love of territorial distinction, which is as strong in those who are not as in those who are inscribed on the roll of the landed gentry, he foresees, in imagination, the names and armorial bearings of his descendants figuring in that revered volume. But whatever successful ambition may lead to, it will not be denied, that, while in the prime of life and the zenith of actual practice, the lawyer is not, in general, a landed proprietor; so that when he is best fitted for public life, he is actually in terms excluded from it by the law which requires this one particular kind of qualification. In point of fact, however, the law does little harm in the way of excluding from Parliament men who would otherwise obtain seats, for a sense of its unreasonableness has reconciled even honourable and otherwise scrupulous men to attempt constant evasions of it. When men of this stamp will consent to evade a law, we hold that it ought at once to be abolished, or, at least, altered so far as to admit of one's doing straightforwardly what one can do by indirect means.

The facts which were in evidence last week before the Beverley Election Committee were quite sufficient to induce thoughtful men to consider well the existing law, and the constant attempts made to evade it. That may, indeed, be called an extreme case; but we cannot, after all, see that Mr. E. A. Glover, who now finds himself ignominiously unseated, and even brought under the notice of the Attorney-General, is, in reality, more deserving of reprobation than many other sitting members, whose qualifications, without being one whit more substantial, are yet so artistically fabricated, that, if called in question, they would doubtless stand the test. It will be remembered that Mr. Glover, on becoming M.P. for Beverley, qualified on the strength of a heavily encumbered property in the county of Cork, which is moreover legally vested in his assignee in insolvency, and therefore cannot be considered as his own for any purpose whatever. There can be little doubt, that, had unfortunate Mr. Glover been in the hands of more astute advisers, he might have retained his seat in spite of the fact of his wanting a genuine qualification. Representing himself as the zealous recruit of a great party in Parliament, ten minutes' negotiation at one of the political clubs in Pall-mall would have ended in his obtaining a grant of a rent-charge of the requisite amount, issuing out of the lands of Blackacre, to hold to him and his heirs for and during the life of A. B. (aged 97 last birthday, and in a most infirm condition). The deed securing the rent-charge would then have been safely locked up in the strong box of the grantor's solicitor; or, if it became positively necessary to produce it, safe precautions would have been taken to prevent its being applied to any other purpose, or, perchance, a bond to a large amount, with a proper defeazance, conditioned for a re-conveyance, might have been executed by the aspiring candidate for parliamentary honours; and so the fears of the said grantor would be quieted—every one's object would have been attained—and the letter of the law would have been obeyed.

That transactions like this are of daily occurrence during a general election, we confidently assert; and the question is, whether a system should be retained which compels professional men entering Parliament to have recourse to such shifts and expedients, or, to take the other alternative, excludes those who have tender consciences from Parliament until such time as they shall rejoice in their territorial possessions. We submit (assuming, of course, as we, discussing the subject in these columns, are bound to assume, that a property qualification is to remain a *sine quâ non*) that any candidate ought to be allowed to qualify on proving that he possesses property in the funds, in shares, or elsewhere, to a certain amount; or, better still, on showing that he enjoys an annual income of a certain magnitude; and, for these purposes, it would be well to collate the declaration or affidavit of the new member with his income-tax returns, as the latter document is one in which the amount is hardly likely to be over-stated.

EDINBURGH.—(*From our own Correspondent.*)

In England no provision seems to be made for the defence of prisoners, and it must often happen that innocent people are convicted, especially in petty cases; for there can be no doubt that there is often a strong desire on the part of the police to convict; and where the desire exists, and there is little fear of contradiction, unscrupulous officers will often state as facts what originally were mere suspicions. It is not meant that the police as a body are unscrupulous—far from it—but in so large a number it must happen that there are untruthful as well as over-zealous men, who are nearly as dangerous; and it is not possible for any judge to protect a prisoner against either class. In Scotland, they manage matters rather better in this respect, although, after all, when the practical working of the system is examined and understood, there is little to boast of, although it is still better than no system at all. The various bodies of solicitors nominate each year certain members, generally two from each body, whose duty it is to attend to the interest of the various prisoners, in concert with certain members of the bar, who are selected by that body to act as counsel for criminals. As, in Scotland, the Crown is bound to furnish a criminal with a list of the witnesses meant to be examined for the prosecution, the criminal agents generally consider themselves bound to see the principal witnesses for the Crown if resident in Edinburgh or the neighbourhood, and they are therefore able to inform the prisoner's counsel of any defects that may exist in the evidence for the prosecution; but they seldom go further than this—and it very rarely happens in Scotland that a criminal makes a defence or a counter-case, although doubtless this might be often possible. Still it is something to know what the Crown witnesses will say, and in Scotland prisoners generally have this advantage. It will be difficult to improve upon this system so long as there is no fund provided to meet necessary outlay, for it is of course out of the question that agents should advance any money for the defence of a criminal with whose interests they may be theoretically charged; and every one knows that it is impossible to make any active defence without some resources. The plan of providing a public fund for the defence of criminals has been proposed, however; and it is believed, that, if only necessary outlay was allowed to be charged against it, justice would be done to prisoners too poor to purchase it for themselves, and jobbery would be excluded. Perhaps this suggestion may contain the germ of a just system—but it will be difficult to persuade the country that it is proper to provide for the defence as well as for the prosecution of criminals.

The French system, which seems to consist in this, that the bar has the privilege of calling on any of its members to defend a criminal, has been greatly lauded; but unless there is some provision for the preparation of a case preparatory to trial, which can hardly be done without money, the French have not practically made any great step in advance of us.

The public of Edinburgh seems to be at last awakening from a dream; for the Town Council, which fairly enough represents the mercantile community in that city, has discovered that Scotch Bills are hurried through Parliament in an unseemly manner; at least, they have made this discovery in regard to two Bills against which they have petitioned—the Lunatics Bill and the Police Bill. With regard to both these Bills, they will meet with much sympathy on the part of the legal bodies; and the circumstances may, perhaps, induce a spirit of combination, which is the only thing that can relieve Scotland from the tyranny of that anomalous official, the Lord Advocate, if the constituencies will not have lawyers, who alone are capable of coping with him, to represent them.

The last vote in the estimates is one which will be regarded with much satisfaction here; for it proves that Government is alive to the necessity of extending the accommodation in the General Register House; and, from the amount, it would also seem to indicate that the plan of concentrating all the public registers of Scotland in one general office in Edinburgh is about to be adopted. The solicitors in Glasgow have advocated the adoption of this plan with a zeal and consistency which shows that they are above all petty professional jealousy, and capable of a large and general view of the subject.

LEGACY DUTY, RESIDUARY ACCOUNTS, AND THE RETURN OF PROBATE DUTY.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—At a time when so many subjects of all kinds are

undergoing scrutiny (and, where required, reform), it may not be out of place to direct your attention, and that of your readers, to the following case and *facts*, which have recently come under my own *personal* observation, owing to my having to complain from time to time of the delay of my clerks in transacting business at Somerset House, and my going there personally to ascertain for myself. The following direction occurs in the will of the person whose residuary account I wished to pass, and which I here transcribe verbatim:—

"I direct my executors for the time being to pay unto my said son, Thomas Soundy, the sum of thirty pounds per annum (which I have agreed to pay him) for the board and maintenance he shall have provided for me from the 5th day of December, 1843, up to the time of my decease, and also a proportional part of such sum for the fractional period of a year (if any) which shall elapse between the 5th day of December, in any year, and the day of my decease. And I do hereby declare and acknowledge that the aggregate amount which shall be found payable to my said son Thomas at the time of my decease for my board and maintenance, as aforesaid, shall be deemed, and will actually be, a debt then existing, and being due from me to him, but for which no interest-money whatever is to be paid to or claimed by him."

The testatrix died in July, 1856, and the executor paid the son £380 for the maintenance of the testatrix from 5th Dec., 1843, to the date of her death, *as directed by the will*, and took his receipt for the amount. In passing the account, this sum of £380 was objected to by Mr. "*S. to Z.*," who referred me to Mr. Walpole, and he to Mr. Trevor, the solicitor, upon the ground that the son of the testatrix could only recover at law six years' maintenance; and that, if such "*gifts*" were allowed, the revenue would be seriously defrauded, as (as Mr. Trevor argued) a *rich* testator might direct his executors to pay to a son or other relative, or friend, an annuity of £500 or £1,000 a year for maintenance, which might extend to twenty or even thirty years.

This objection I endeavoured to meet by referring Mr. Trevor to the case of *Williamson* v. *Naylor* (3 You. & Coll. 208), which, I submitted, was a case exactly in point (in which opinion, however, he differed from me); and I urged that £30 per annum *was* a *reasonable* sum for maintenance, and £500 or £1,000 per annum *was not*. I would refer you to the above case, in which it was decided (*inter alia*) that an acknowledgment of a debt in a will by the testator prevented the devisee's or creditor's claim from being barred by the Statute of Limitations, and therefore entitled him to recover the amount directed by the will to be paid. I then, as the question only involved a sum of £2 (barring the question of *principle*), asked if £380 would be allowed in the probate duty return, supposing that £180 only were allowed as a *debt* paid by the executor, and Mr. Trevor said that one payment would regulate the allowance of the *same* sum in the other case.

My arguments and interviews with Mr. Trevor being apparently in vain, and he stating, that, in the event of my "*trying*" the question, *no part* of the £380 would be allowed as a *debt*, and he threatening unless I consented to go what he termed "a step further," and inquire *what had become of the testatrix's income for the last few years from some stock she had*, I eventually gave way; and, after the usual "*circumlocutionary*" performances of passing the account, filling up a warrant, registering, paying, comptrolling, stamping, and waiting my turn to do each of these separate acts, I succeeded in paying the 2*l.* 2*s.* due to the Revenue for duty, and thus this part of the business was ended as I thought.

I must, however, here state that I respectfully denied (and do now deny) Mr. Trevor's right to go "*the step further*," and inquire about the testatrix's prior income from the stock, and, therefore, his right even to make such a statement at all. Supposing, however, that he *had* a right to do so, it is certainly very monstrous and unjust, to say the least of it; but I could have shown that the testatrix, having been in very ill health, and for the last eight years of her life confined to her bed, could not be, and, in fact, was not, nearly supported and kept for the moderate allowance of £30 per annum to her son; but that she applied her little income from the stock towards paying her doctor and purchasing other little delicacies and comforts, which £30 per annum certainly would not. Having thus passed the residuary account *upon Mr. Trevor's own terms*, I next sought to recover the amount, which had, as is usual, to be returned on account of probate duty, by reason of certain *debts* having been paid since the granting of the probate; but here, again, although the *amount* was small, the difficulties were not, and I will endeavour to give you in detail, for such of your fortunate readers as may never happen to have been in such sort, a short history of the necessary performance, in order to obtain a return of that which *I* conceive is wrongfully *enforced* in the first instance, as the testator's debts are invariably known at the time of granting probate or administration.

Having then drawn, engrossed, and had sworn by *the executor* in the country the long formal affidavit in the form and with the *reference* required and prescribed by the authorities at Somerset House, stating the death of the testator, the date of the grant, the amount the property was sworn under, the amount paid for probate duty, "the facts and circumstances of the case, to show how it happened that too much duty was paid," with "a true and perfect inventory, account, and valuation of the estate and effects whereof the said deceased was possessed, thereto subscribed and subjoined by the executor," the first thing was to take it to the Probate Duty Office at the top of the new buildings adjoining Somerset House (No. 25 I believe), where several people are generally waiting their turn, and (when it comes to yours) where the probate is first *entered* and *marked* by a young gentleman whose duty appears to be to do nothing else. With his hieroglyphics upon it, it is next taken to an agreeable old gentleman who sits in the same room behind the door on the right as you enter, who, in my case, required some *proof* that the debts which the executor *had paid, and for which I produced receipts*, actually were debts which he (the executor) was liable to pay. This, however, after a little mild conversation, he eventually waived, finding (as I suppose) that Mr. Trevor had only allowed the £180, instead of the £380 as before mentioned. He then took the probate and the affidavit, and said, that, on my producing the receipt *in the form prescribed*, signed by the solicitor to the executor, *in about ten days'* time, I should have the warrant for the amount of the returned probate duty (£7). This little interview lasted about one and a half hours. I then filled up the receipt in the prescribed form, and sent it into the country for signature. In due course it came back signed, and I applied for my warrant, when, lo and behold! on application to the aforesaid young gentleman, he handed me a small piece of paper, containing a kind of message, which had been circulated from one red-tape department to another, asking whether all duty had been paid on the estate, and the reply being, "not on this amount" (meaning the £7), I was again referred to Mr. "S. to Z.," who (having unavoidably kept me waiting some time) said it would be too late to pay the duty that day. I, therefore, "turned and left the spot," resolving to come some other day early in the morning, and, if necessary, spend the day there.

Accordingly, I again made my appearance there, and Mr. "S. to Z." having again looked into the residuary account, and made out a warrant or authority for me to pay the duty, which amounted to "*one shilling and fourpence*," and I having filled up another legacy duty receipt by the executor who was entitled to *retain* the money for the next of kin (in my turn), paid the said sum of 1*s.* 4*d.* to the receiver. I then (as before) had this one-and-fourpenny account duly *registered, comptrolled*, and *stamped*; and on my producing it to the aforesaid young gentleman in No. 25, he handed me the warrant for the £7, and the probate. This warrant I was directed to take to the Receiver-General (across the square of Somerset House), one of whose clerks, in an inner office, wrote me a cheque upon one in an outer office, and I eventually had the pleasure of receiving the said sum of £7 *in cash*. This attendance lasted upwards of two hours; and I assure you I would willingly have paid the duty six times over to have dispensed with such a nuisance; but, as I could neither obtain the £7 nor the probate without it, of course I had no alternative. I do not think the above *facts* require any comment. If they did, I could make plenty; and could also suggest a plan or plans for the abolition of such a circumlocutionary, red-tape, round-about, unnecessary performance, which should save the Government a large sum in collecting the Inland Revenue, and the public time too, and dispense with the services of many of the *employés* at Somerset House.

In conclusion, I think I ought to say that I experienced (and always have) great courtesy from all the gentlemen at Somerset House with whom I had to do in this matter in the discharge of their painfully tedious duty, and especially from Mr. Trevor, whom I was compelled to trouble with four interviews, and who must have much annoyance (and a good salary) for his endeavours *to do the best he can* for the Revenue. I have to apologise for the length of this communication; and, having no desire to appear in print *by name*, I enclose you my card, and remain, Sir, your obedient servant,

A Solicitor and (would-be)
Somerset House Reformer.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, August 7.

Fraudulent Trustees Bill.

The reports of amendments on the Fraudulent Trustees Bill and the Trustees' Relief Bill were considered and amended.

Married Women's Reversionary Interest Bill.

Lord Monteagle moved the second reading of this Bill. The object of the Bill was to enable married women to dispose of personal property in the same manner as under the Fines and Recoveries Act they were enabled to dispose of real property. It had been said that the Bill would lead to abuses; but unless it could be proved that the change of the law with regard to fines and recoveries led to abuses, he could not see how it was possible to reject the Bill on that ground. Lord St. Leonards opposed and defeated a Bill founded on the same principle in 1838; but he (Lord Monteagle) was willing to introduce certain amendments in committee.

Lord St. Leonards opposed the second reading of the Bill, the object of which was to do away with the distinction between real and personal estate which had been left in reversion to married women. The noble Lord was very much mistaken in supposing that the Fines and Recoveries Act made any change in the law. That Act only made a change in the mode of applying it. A man who left a certain sum of money to his daughter's husband for life, with remainder to her and her children, thought that he had made provision for his child, and as the law now stood he did so; but if this Bill passed, the creditors of the husband would come down upon him. The law now protected the wife's interest as against the creditors of the husband; but if this Bill passed, the wife would divest herself of her own and her children's interest, in order to protect the credit and position of her husband. The effect of the Bill would be to force a sale of reversionary interests, which were always sold at a depreciated price. There were companies established in this metropolis for the express purpose of buying these reversionary interests. In conclusion, he moved that the Bill be read a second time that day three months.

The Lord Chancellor said that the Bill was a balance of advantages against disadvantages. On the ground of giving the greatest freedom to the disposition of property he should support the Bill, but he would stipulate that it should not come into operation before 1858.

Lord Campbell supported the Bill.

The Bill was then read a second time.

Summary Proceedings before Justices of the Peace Bill.

The Earl of Harrowby moved the second reading of this Bill, the object of which was to give increased facility to suitors who might be dissatisfied with the decision at which justices of the peace, in cases in which they exercised a summary jurisdiction, might arrive, to submit the question at issue to the consideration of a superior court.

Lord Campbell approved of the principle of the Bill.

The Bill was read a second time.

Tuesday, Aug. 11.

Law Courts Commission.

Lord Campbell said, with reference to this Commission, that, as the report had not yet been laid on the table, and legislation, therefore, during the present session was impossible, it was desirable that the public mind should be disabused of some unfounded notions which prevailed. It had been stated that the puisne judges were almost sinecurists, having scarcely anything to do, and that the number should be materially diminished; but the Commission, including two lay members, Sir J. Pakington and Mr. W. Patten, and of which he was himself a member, after a most patient and laborious investigation, came unanimously to a resolution that there could be no diminution of their number without danger to the interests of justice.

The Lord Chancellor said that he had had the honour for eleven years of filling the office of a puisne judge, and though the labours of those judges were not quite equal to those of the chief justices, from the 1st of November till the long vacation their time was fully occupied. It had been said that he was wrong in recommending her Majesty to fill up vacancies pending the inquiry. But he found that if he had not done so he must have done what would have been most unsatisfactory to the provinces—namely, appoint deputies to perform the duties of judges *pro hâc vice*. Government would endeavour to frame a measure for carrying into effect the recommendations of the report, or any portions of them which they might think fit to adopt, and to introduce it early in the next session of Parliament.

The Attorneys and Solicitors (Colonial Courts) Bill, and the Summary Proceedings before Justices of the Peace Bill, were read a third time and passed.

The Municipal Corporations Bill passed through committee.

Thursday, Aug. 13.

Municipal Corporations Bill.

This Bill was read a third time and passed.

Married Women's Reversionary Interest Bill.

This Bill went through committee.

Wills of British Residents Abroad Bill.

Lord Wensleydale said there was a Bill standing for the second reading, which had reference to the wills of British subjects, in regard to personal property, who were domiciled in France, and other countries abroad, and the object of it was to enable persons who were domiciled abroad to make their wills in the English form. He did not think the Bill would serve the purpose for which it was framed; the true remedy for the present state of things being, in his opinion, for all wills to be made in duplicate, one will being in accordance with the law of the country where the testator was domiciled, and the other in accordance with the law of this country. Nothing could be easier, for example, than for a person to make one will in the French and another in the English form; and he begged to ask Lord Clarendon whether facilities might not be afforded for making this suggestion to English subjects domiciled in France and in other foreign States through the medium of our ambassadors and consular agents?

The Earl of Clarendon was favourably disposed towards the Bill alluded to. He did not think Lord Wensleydale could have adopted a better means of making known his suggestion than by stating it in the House. He would give his best attention to the matter in conjunction with the Lord Chancellor: and if they could devise any means by which her Majesty's diplomatic and consular agents abroad could communicate the suggestion to British residents, they would be very happy to do so.

HOUSE OF COMMONS.

Friday, Aug 7.

Criminal Law Consolidation Bills.

Sir G. Grey said that the Government did not intend to proceed with these measures during this session. The orders for second reading would, therefore, be discharged, and early next session the Bills would be introduced and referred to a select committee.

Common Law Courts Commission.

Sir J. Pakington, in answer to a question by Mr. Warren, said that he believed that the Report of the Commission had been signed by all the members, and that it would very shortly be presented to the House; and therefore it would be inexpedient to enter into the recommendations at length; but he might say that certain modifications of the existing assizes were recommended.

Divorce and Matrimonial Causes Bill.

Upon clause 17, providing for protection of a wife's earnings when deserted by her husband,

The Attorney-General stated that this clause had been introduced at the instance of Lord St. Leonards from motives of humanity and benevolence, but the machinery devised for working out the principle laid down was, he believed, impracticable. The only alternative, therefore, as it appeared to him, was to adopt the view of Mr. Henley, and strike out the clause.

Mr. Henley suggested, for the consideration of the Attorney-General, whether much good would not be done, and the object of the clause effected, by giving the woman, in case of the desertion of her husband, a remedy, as regarded the protection of her earnings and property, by application to the county court.

Mr. Blackmore proposed, that, if it was thought that the responsibility was too great for an ordinary magistrate, the jurisdiction should be vested in the chairman or vice-chairman of Quarter Sessions, or the whole body of magistrates sitting at petty sessions or general sessions, but he objected to intrusting it to the county courts.

Mr. Napier said, that all the magistrate had to do was to make an order to protect for a time the earnings of the woman;

and, if it were thought desirable, a provision might be inserted giving the creditors power to apply to the judge of a county court to set aside this order.

Sir J. Graham agreed that the principle of the 17th clause was valuable, if they could make it effective. He did not consider it would be right to give such a power to a single magistrate, or even to two justices sitting in petty sessions. But he would suggest to the committee that a very small extension of clause 18 would be an immense improvement to that clause, and at the same time give effect to that which it was desired by this 17th clause to accomplish. He would insert the word "earnings" in the 18th clause, making it extend to earnings as well as property, and he would extend the power which was given by that clause to the court in London to the county courts. Thus the county courts would have jurisdiction to protect the woman both in regard to property and earnings.

Mr. Henley observed that there was no class of cases with which the country magistrates had to deal so difficult as those of desertion. If a man left his wife and family, and they became chargeable to the parish, the parish authorities were sure to press upon the magistrates to send the man to gaol for the desertion, though he might have gone away with the view of seeking employment.

The Attorney-General said, he had no intention of abandoning the remedy which was embodied in the clause; but he was anxious that the other clauses should be affirmed before he suggested the means by which the principle of the clause should be carried into effect. If the committee would accept the pledge which he now gave, that another and a full opportunity should be given for the consideration and discussion of the subject, he would withdraw the clause, and endeavour to frame it in such a manner as he hoped would be better adapted for its purpose of protecting the interests of the humbler classes.

Sir E. Perry accepted the pledge, but expressed an opinion that a justice of the peace would be able to afford instantaneous relief. The county court judge sat only once a month, which would occasion a delay that might be attended with great hardship and injustice. In the case of a wife who had been deserted a year, if she were allowed to petition the county court judge, or apply to the court in London, the remedy would probably be sufficient.

The Attorney-General, in reply to Mr. Collins, said he thought the remedy should be given by the inferior tribunals for earnings, and by the superior tribunal for property. He would consolidate the 17th and 18th clauses, and leave the committee to deal with them.

The clause was put and negatived. Clause 18 was also negatived.

On clause 19, which provides for a separation on the part of the wife on account of desertion,

Mr. Butt proposed an amendment, the effect of which would be, in the particular case for which this clause provided redress, to enable the injured party to apply, not only to the central court established in London, but to the cheap and expeditious tribunal (the county court) which would be able to give local redress. Beyond an appeal to the ecclesiastical courts for restitution of conjugal rights, there were only two remedies by which a deserted wife could obtain redress from her husband, but they were indirect remedies. In the first place, if a wife was left by her husband without support she might throw herself as a pauper on the parish, and so compel him to contribute to her support; and this had been done, and even by ladies of rank, for the purpose of punishing their husbands. Another course was, that, if a wife could get any one to support her, the person so maintaining her had a right of action against the husband, and might receive adequate compensation. The one remedy was decided by the local magistrates, and the other was decided by a court of law, and it might be by the county court, the very court to which he wished to give the power of affording a remedy for the wife. This, certainly, touched on the wider question, whether the redress provided by the Bill should be administered by one central court or by local tribunals; and on the ultimate decision of that question would depend whether this Bill was to be one of reform or of centralisation. The Bill included two distinct measures. The first was the constitution of one great supreme tribunal, possessing the power and jurisdiction which were now exercised by a number of scattered local tribunals; and the other was the giving to this supreme tribunal the power of dissolving marriages to the extent and in the manner in which they were now dissolved by the Legislature. His amendment referred to the first proposition; and, as it stood, it did not propose to meddle with divorce. He then proceeded to argue against the system of centralisation which was involved in the provisions of the Bill, and urged, that, if the administration of the local courts were defective, it would be better to reform them than to take away their jurisdiction. There were at present about fifty local courts administering a cheap and easy remedy to any wife injured by the cruelty of her husband, by affording her a judicial separation and alimony; but for those courts the Bill substituted a central court sitting tn London.

The Attorney-General said this clause involved questions of the highest importance. In such cases the question was, whether there was reasonable excuse for the desertion. Now, one of the excuses might be adultery, and every ground of separation or divorce might become matter of controversy. Suppose an application made in the first instance for a judicial separation, and on grounds which afterwards involved an application for divorce, how difficult it would be to say that the decision of the inferior tribunal was to be slighted and disregarded by the superior tribunal; and, therefore, it seemed to him unadvisable to give power to an inferior tribunal to try, for a subordinate purpose, the very questions which might have to be tried by a superior one. He would accept the amendment to the extent of giving the county courts power to adjudicate in cases of judicial separation, whenever such a separation was sought on grounds which did not involve a final divorce.

Lord J. Russell understood that the only reason for enacting the 19th clause was, that hitherto desertion had not been a cause of divorce *à mensâ et thoro*. But another cause for judicial separation was not stated in the Bill, as the law was not altered in that respect—namely, cruelty by the husband to the wife. If power be given to the county court to deal with judicial separation, that court would have power to decide questions of cruelty, which under the present law was a cause of judicial separation. The principle on which Mr. Butt proceeded was a just one—namely, that, having destroyed the local courts, there should not be a transfer of the whole jurisdiction in matters of this kind to a central court, but that some equivalent should be given, and that a wife should have a local remedy against a husband. If that was so, the amendment had a wider scope than appeared on the face of the clause, for the county courts might, under it, deal with all cases of judicial separation. He wished the Attorney-General to state if it was only adultery which was to be excluded from the purview of the county courts?

Sir E. Perry felt great reluctance to give the power to the county courts to dissolve marriages; but for all other grievances, the poor classes ought to have access to the county courts.

Mr. Gladstone assumed that it was the desire of the committee to maintain the existing facilities for obtaining judicial separation; and he thanked Mr. Butt for having devised a method of raising a question which they had hitherto found it as impossible for them to get at as it would be hereafter for poor people to get at the central court of divorce. He would now take the liberty to point out a difficulty and an anomaly that would follow the adoption of the proposal of the Attorney-General. The proposed amendment must carry with it as a certain consequence that the clause would not be confined to cases of judicial separation for desertion only, but to all other cases for which judicial separation was obtainable. The Attorney-General allowed and gave jurisdiction to local tribunals only with the limitations which he had stated. But, then, supposing the county courts had power to deal with all cases except those matters which were connected with divorce *à vinculo matrimonii*, what would be the consequence? Under the Bill, the adultery of the wife enabled the husband to present a petition for a divorce *à vinculo matrimonii*; but the wife could not present a petition for a divorce *à vinculo* on account of the adultery of the husband. Now, as the adultery of the husband was not a ground of divorce *à vinculo* by the wife, she had a right to go to the county court for a judicial separation on the ground of her husband's adultery; but the husband could not go to the county court for a judicial separation on the ground of adultery by his wife, because that was a subject which might come before the central court on a petition for a divorce *à vinculo matrimonii*.

Mr. Malins considered it desirable to have another tribunal beyond the central court, but did not think the county court a proper one. Assuming the judges of the county courts to be perfectly competent, they would not have sufficient time at their disposal. Cases of the description contemplated by this Bill frequently occupied days, and yet it was proposed to send them before courts which were already overburdened with business. He trusted the Attorney-General would not consent to have anything to do with the county courts.

The Attorney-General said the question for the consideration of the committee was this—ought the county court to be armed with authority not only to the extent now possessed by the Consistory Court of London, of decreeing divorce *à mensâ et thoro*, but in case of desertion. Divorce *à mensâ et thoro* was granted on the ground of cruelty and adultery. The Bill proposed to introduce a new principle—namely, desertion. Now whilst he entirely agreed in the expediency of investing local tribunals with all the authority that was required for the administration of justice in matters of necessity, he did not think they ought to be intrusted with matters which did not require to be dealt with in that expeditious and summary manner which was requisite in cases of debt. The county court jurisdiction was limited to civil matters, but it was now proposed to authorise them to determine matters of the most delicate nature, not only requiring a considerable knowledge of law, but great judicial ability. He did not think them a fitting tribunal for the decision of such cases. If the question was simply desertion continued for two years, which was so notorious as to require no judicial investigation, there would be no difficulty; but when the question arose whether desertion was without reasonable excuse, it involved the whole range of judicial inquiry, and introduced an issue which could not be properly decided by such a tribunal. If the committee determined that these matters should be within the cognisance of these local tribunals, the whole subject of judicial separation must be brought within the scope of their jurisdiction.

Lord J. Manners trusted the amendment would be put to the committee in such a form that all who were favourable to local jurisdiction would be able to vote for it, because many members were favourable to local jurisdiction who did not think county courts a fitting tribunal. He would, therefore, suggest the insertion of the words, "any court that may hereafter be authorised by this Act."

Mr. Butt said he would accept the proposition, and withdraw his amendment.

Mr. Malins objected to the withdrawal of the amendment, and insisted on having the decision of the committee as to county courts.

Mr. Butt said, as Mr. Malins objected to the withdrawal of the amendment, he would ask the committee to negative it. His object was to raise the question of local jurisdiction.

The amendment was put and negatived.

Lord J. Manners then proposed to insert the words "or any court authorised by this Act."

Sir G. Grey asked what court it was that was meant. The committee had just unanimously rejected the proposition that it should be the county court, and had thereby rejected the only courts available.

Lord J. Manners said the amendment of Mr. Butt was to give jurisdiction to the county courts, and, to his surprise, the Attorney-General partially accepted the principle of local jurisdiction, but said he wished to put certain restrictions upon it. Many gentlemen said they were in favour of local jurisdiction, but were not in favour of county courts. That being so, he proposed this amendment which would leave it open to the Government, if they were sincere in their desire to carry out the proposal of Mr. Butt, to frame clauses in the Bill to meet the general desire for courts of local jurisdiction. It was very important that the people in the country should not be deprived of the courts with local jurisdiction that they had now.

Sir G. Grey said the effect of carrying out this amendment would be to cast upon the Government a responsibility which they entirely disclaimed.

Mr. Butt said the committee, by affirming the amendment now before them, would only declare that they would not give exclusive jurisdiction to the central court, and that they reserved the question of the local courts for future consideration. He was perfectly ready, if the Attorney-General would not, to draw up clauses which would carry out the amendment. He could conceive clauses giving part of the jurisdiction to the courts of assize, part to the quarter sessions, and part, with great advantage, to the county courts.

Mr. Disraeli said the question was whether they should have local jurisdiction or not. They had an opportunity now of asserting a principle which he believed to be sound, just, and politic, and one to which the people of this country was devoted.

Lord J. Russell said, whatever difficulty he might have in voting for the amendment, he felt much greater difficulty in voting for the clause as it stood. When Mr. Butt moved to give jurisdiction to the county courts, the Attorney-General partially assented to the proposal, and it was not till some time after that he made the objections that he did. This clause proposed that judicial separation should take place only on petition to the central court, and thereby they would for ever destroy and part with the local tribunals. He thought they ought to make some attempt not to destroy all these courts, because, whatever benefit might be derived from the other parts of the Bill, this would be a great injury. He should be sorry to assent to this clause, enacting that these local courts should be destroyed, and that no substitution should be made for them. The committee then divided—For the amendment, 98; against it, 87: majority, 11.

The clause was then agreed to.

Clauses 22 and 23—"A wife divorced *à mensâ et thoro* to be considered as to property a feme sole," and "also for the purpose of making contracts or suing," were agreed to.

On clause 24, Mr. Gladstone said the clause only provided that parties who had been judicially separated, but who had come together again, might cause a declaration to that effect to be filed. Would it not be better to make it imperative upon them to record in some formal manner the fact of their re-entering into the full married state? He could conceive it possible that if the matter were left optional, the parties, though reconciled, might find it convenient to preserve the state of judicial separation as a bar to the rights of creditors.

Mr. Adams said, the language of the clause must be altered to suit the decision the committee had just come to. Did the Attorney-General intend to accept that decision, and frame the necessary clauses himself?

Sir E. Perry said the amendment had been supported by both sides of the House, and he trusted the Attorney-General would give way and frame clauses to carry it out. There was no chance of new courts being established, and the county courts were the only ones the poor could go to.

Mr. Henley wished to know what would be the position of parties who signed the declaration. Were they to remain with all the conveniences of man and wife in one sense, and without the inconvenience in another? Was their property to be separated whilst their persons were united?

The Attorney-General said the clause was not in the Bill as originally introduced, but had been added by Lord St. Leonards. The effect, as he understood it, was, that, when a judicial separation took place, the after-acquired property of the wife became her separate property; and if the parties came together again, it would be affected by any debts of hers, and her creditors would have a remedy against it. There was some difficulty, however, in construing the clause, when taken in connection with the 22nd.

Sir F. Kelly said these clauses introduced entirely new principles. By the 22nd clause, when a sentence of separation was pronounced, the property of the wife was to be considered as that of a feme sole; but if the parties came together again, the 24th clause would produce the greatest complication.

Mr. Malins asked what would be the effect of the 22nd and 24th clauses, in the case where declaration was not made until after the parties had cohabited for some time?

The Attorney-General said that his opinion was, that the 24th was at variance with the 22nd clause, and he should therefore propose to negative it.

Mr. Ayrton apprehended that the omission of the 24th clause would not free this question from difficulty. In fact, he believed that the Bill would lead to endless perplexity unless the 22nd clause as well as the 24th were got rid of.

Mr. Gladstone thought that some assurance should be given that the Government would give effect to the decision of the committee. He should like to know whether Mr. Butt intended to prepare clauses.

Mr. Butt said that if the Attorney-General desired it, he would undertake to frame clauses and submit them to him.

The clause was negatived.

On clause 25, Mr. Drummond moved the omission of the word "incestuous;" which was negatived on a division by 126 to 65.

Joint-Stock Companies.

Mr. Wilson obtained leave to bring in a Bill to amend the Joint-Stock Companies Act, 1856.

Mr. W. S. Fitzgerald obtained leave to bring in a Bill to amend the law with respect to judgments.

Tuesday, August 11.

Probates and Letters of Administration Bill.

The House proceeded to the consideration of this Bill, as amended.

Mr. Westhead, in lieu of clause 91, moved a clause,

making it obligatory on the acting judge and registrar of every ecclesiastical or other court now having jurisdiction to grant probate or administration, except the registrars of certain courts mentioned in schedule A, upon receiving a requisition under the seal of the Court of Probate, to transmit to the District Court of Probate in which such ecclesiastical or other court was locally situate, all records of wills, probates, &c., to be deposited in such district registry so as to be easy of reference.

The clause was withdrawn on the Attorney-General giving an assurance that the clause in the Bill should be modified so as to carry out the object of Mr. Westhead in another form.

The proposed clause was then withdrawn.

Mr. Westhead then proposed to add a clause, providing for the compensation of advocates practising in the province of York and the diocese of Ripon, to the value of one-half their net profits under the present system.

The Attorney-General opposed the clause as introducing a principle hitherto unheard of into the Bill.

The clause was negatived without a division.

Mr. Ayrton then moved the following clause:—"That every person to whom any compensation shall be granted under this Act, shall, at all times when called upon, be liable to fill any public office or situation in England under the Crown for which his previous services in any office abolished by this Act may render him eligible; and that if he shall decline to take upon himself such office or situation, and execute the duties thereof satisfactorily, being in a competent state of health, he shall forfeit his right to any compensation or allowances which may have been granted to him in respect of such previous services, under s. 19 of 4 & 5 Will. 4, c. 24."

The Attorney-General did not think that the statute of Will. 4 applied in the manner supposed in the clause.

Sir J. Graham thought the operation of the clause would be salutary, as it seemed to be the application of the principle of half-pay in the army, and he should therefore support it.

The clause was added to the Bill.

The Attorney-General, in reply to a question from Sir F. Kelly, said it was his intention to bring up a clause to the effect that if the judge of the Court of Probate should also become the judge of the Court of Divorce and Matrimonial Causes he should be placed, with regard to salary, in the same position as the judges of the superior courts of common law.

Mr. Hadfield moved an amendment on clause 45, with the object of allowing all solicitors and attorneys to practise in the Court of Admiralty, and also in divorce and matrimonial cases, as well as in courts of probate.

The Attorney-General said the Divorce Bill, which he hoped would pass during the present session, threw open the divorce courts, so that it was unnecessary to introduce such a provision in the present Bill; but with regard to the Court of Admiralty, he had no objection to include it.

The amendment was modified and agreed to.

On clauses 48 and 49, Mr. Hadfield moved to leave out "affidavits," and insert "statutory declaration or solemn affirmation," with the view of doing away with unnecessary oaths in the Court of Probate. But he withdrew his amendment on the Attorney-General undertaking to effect his object in preparing the rules of procedure for the Court of Probate.

On clause 56, Sir F. Kelly proposed the following amendment—"And every judge of a county court having jurisdiction under this Act, whose salary shall be less than £1,500 a-year, shall be paid out of the Testamentary Fee Fund, in lieu of any fees for the business done by him under this Act, so much money annually as, together with his salary as a county court judge, shall amount to £1,500."

The amendment was opposed on a point of form, and withdrawn. But Sir F. Kelly intimated that he should revive the question on another opportunity.

On clause 99, Mr. Spooner moved an amendment to entitle county courts' registrars to certain fees under the Act.

This amendment was also withdrawn on a point of form.

On clause 108, Mr. Rolt moved an amendment to give compensation to the managing clerks of proctors; which was also opposed by Mr. Wilson as informal, and negatived without a division.

In the Schedule,—Mr. Collins moved that the West Riding, for the purpose of probate duties, should be divided into two districts; and that Leeds should be the place of district registry for the wapentakes of Ewecross, Staincliffe, Claro (including the liberty of Ripon), Skyrack, Barkston, Ash, and for the borough of Leeds.

Mr. Baines seconded the amendment.

The amendment was negatived without a division.

Wednesday, August 12.

Probates and Letters of Administration Bill.

Mr. Malins expressed his regret that compensation had not been given to the proctors' clerks and to the four advocates at York, and urged upon the Government the necessity of bearing in mind the cases of those gentlemen, and giving them the preference in any appointments that might be made under the Bill.

The Bill was then read a third time and passed.

Joint-Stock Companies Act (1856) Amendment Bill.

Mr. Wilson moved amendments in its single clause, to limit its operation to a revival of the Act the 8th Vict. c. 110, passed in the year 1844, with regard to insurance companies now established, or hereafter to be established. This Act was by an error repealed by the Act of last year, and hence the necessity for the present Bill.

The amendments were agreed to, and the Bill passed through committee.

Thursday, Aug. 13.

Verdicts of Non-Proven.

Mr. W. Ewart gave notice that next session he should move for leave to introduce a Bill to enable juries in England and Ireland to return verdicts of "Not proven."

The Law of Elections.

Sir F. Kelly gave notice of his intention next session to bring in a Bill to amend the law relating to the election of members to serve in Parliament; also to extend to certain classes of her Majesty's subjects the right of voting in the election of members to serve in Parliament.

Registration of Titles.

Sir F. Kelly also gave notice of his intention next session to bring in a Bill for the registration and security of titles, and for the facilitating the conveyance of land.

Divorce and Matrimonial Causes Bill.

The morning and evening sittings were occupied with Clause 25; which was not passed when the chairman was ordered to report progress.

Judgments Bill.

This Bill was read a second time.

Fraudulent Trustees Bill.

The Lords' amendments to this Bill were considered and agreed to.

Charitable Trusts Act Continuance Bill.

This Bill, the object of which is to amend the law respecting Roman Catholic charities, and to place them on the same footing as other charities, was read a second time.

ELECTION COMMITTEES.—*(From a Correspondent.)*

Friday Evening.

The Election Committees concluded their labours on Friday last, after a session of five weeks. Between fifty and sixty petitions were presented against returns, but only thirty-two members went through the ordeal of an investigation by a select committee; of these thirty-two members, nine only were unseated—rather more than one fourth of the number. The names of the unseated members are:—G. H. Moore, Mayo; C. Neate, Oxford; A. O. Flaherty, Galway; James Merry, Falkirk; Messrs. M'Cullagh and Watkins, Great Yarmouth; J. M. Heathcote, Huntingdon; E. A. Glover, Beverley; J. P. Somers, Sligo. Analysing these "unfortunate" candidates, we find that five only were unseated for bribery, one for undue influence, one for want of a qualification, and two on a scrutiny. A very singular feature is found on looking into the reports of all the committees who sat to consider the petitions—viz., that not only is there a great tendency to extreme leniency on the part of the Parliamentary tribunals, but an earnest desire to try and persuade themselves that the sitting member has been kept in ignorance of the bribery, when it is proved. Circumstantial evidence appears to have no weight with these committees. They seem to establish, by mutual consent a rule, that, unless it is proved to them that the sitting member is actually the instrument of paying the money, or administering the bribe, he is guiltless of all bribery. Another strange feature is that members, whose seats are disputed, are frequently sitting in judgment on some other petition.

If any one wants to get at the bottom of the evils attending the whole system of elections and election petitions, let him on a future occasion only walk down the committee lobbies, and first watch the crowd who are waiting to be examined,

and, having gratified his curiosity outside, spend an hour or two in a room where a bribery and treating case is going on. Unless a new state of things springs up, a visitor to the House of Commons will perceive that the influence of gin and beer is kept up to the last; and, however early it may be in the morning, he will find that many of the witnesses have had a pretty fair allowance. He will have an opportunity also of hearing the nearest approach to perjury which some of the free and independent electors think safe—some of the witnesses attempting to browbeat the committee and counsel, and boldly stating that "they never vote without being paid, and never will, and upon the present occasion they were paid," and swearing hard that they don't know who paid them. Other of the witnesses, being timid men, try the prevaricating and quibbling plan, with a hope to slip through the meshes of the net, and perhaps should be classed by themselves as "cautious liars," in contradistinction to "bold perjurers." What have become of the petitions in respect of which no proceedings were taken? Some of them were literally appointed for committee, and in consequence of the pressure from without, which must have induced their abandonment, a Parliamentary measure has been introduced fixing the agent to the petition with double costs in all cases where petitions do not proceed. Mr. Oliveira, in the celebrated Pontefract case, made a clean breast of his peccadilloes, and told how much he had paid for bribery in 1852, and how much for the withdrawal of his petition. Mr. Roupell, the member for Lambeth, stated that an intimation was made to him that the Lambeth election petition might be withdrawu on his becoming a Director of the South London Railway, and there is little doubt but that many members whose moral courage was not of the strongest, have paid for the withdrawal of the petitions. Only let Mr. Shark, the Borough agent, get half-a-dozen cases of bribery against a timid member for whom he procures his seat, and it is as good as a thousand pounds in his pocket. Is it good or is it bad that a member of Parliament, who has been guilty of bribery, should feel himself in the hands of rogues with whom he has had dealings, or should he be able virtually to take his leave of them as soon as he has taken his seat?

Various interpretations have been placed by committees on the question of expenses paid to voters, and to committee-men. Mr. Neate fell a victim to over-liberality at Oxford, whereas Mr. Roupell rode over the course for Lambeth, and the petitioners were saddled with costs. There seems no rule established by which the number of clerks and committee-men can be safely reckoned on as legal or illegal; or by which they can be apportioned to the size of the electoral district or number of voters.

Another very conflicting state of things is found in the decisions of committees on questions of undue influence. In the Mayo case, the flagrant proceedings of the Roman Catholic body very properly lost Mr. Moore his seat. In the Drogheda case, which was "on all fours" with Mayo, the committee decided that the authorities did not use proper means to save confusion and riot, and allowed the member to retain his seat. In the Dublin case, the Protestant party were attacked, and the committee seated both members, but found that the Protestant Society demanded re-payment of £16 from Mr. Grogan; but there was no evidence to show whether the demand was paid.

Looking at the whole case, and taking a glance at the proceedings of the twenty-five committees, it seems, that, so long as there are needy voters and active canvassers, there will be bribery and corruption, and members must pay directly or indirectly for their seats; but it does seem a most extraordinary state of things that members whose return to Parliament is questioned should be allowed to sit on election committees themselves.

The Sligo case stands quite *per se*. It was a scrutiny case, and was disposed of in an hour or two by the rejection of Mr. Patrick Somers. The poll-clerk acted as Mr. Somers' most active agent. A voter, who is a well-known man in Sligo, tenders his vote to the poll-clerk, who is intimately acquainted with his person, name, and identity—*Poll-clerk:* What's your name? *Voter*: John Brown.—*Poll-clerk:* No such name here. *Voter:* My other name is Thomas.—*Poll-clerk:* Too late; you should have said so at first. Can't take your vote.

Of course such a state of things as this could not stand the ordeal of a committee for a longer time than was necessary to test a sufficient number of votes, but it does seem hard that a member should incur the expense of putting himself in a right position in the teeth of such a palpable fraud.

There is one case—the Beverley—in which the House intend to prosecute the member. It was a case of want of qualification.

The House had a fine lot of delinquents in the shape of offenders against the Bribery Act, and if they content themselves with only selecting the two Roman Catholic Priests at Mayo, for prosecution, it is almost a fair inference for the public to draw, that after all, bribery and corruption, are *very venial sins* in the eyes of the majority of the House of Commons.

Births, Marriages, and Deaths.

BIRTHS.

BARNARD—On Aug. 10, at 2 Canonbury-lane, Islington, the wife of William Tyndall Barnard, Esq., Barrister-at-Law, of a daughter.

BARNARD—On Aug. 11, at 9 Barkham-terrace, Lambeth-road, the wife of Mr. George William Barnard, Solicitor, of a daughter.

HAYNES—On Aug. 12, the wife of Freeman Haynes, Esq., Barrister-at-Law, of a daughter.

JARVIS—On Aug. 3, at King's Lynn, the wife of Lewis Whincop Jarvis, Esq., of a son.

JONES—On Aug. 4, at 40 Craven-hill-gardens, Hyde-park, the wife of Henry Cadman Jones, Esq., Barrister-at-Law, of a daughter.

LAWRENCE—On Aug. 5, at 5 Abbey-place, St. John's-wood, the wife of H. H. Lawrence, Esq., of a son.

MEYNELL—On Aug. 9, at Durham, the wife of Edgar Meynell, Esq., Barrister-at-Law, of a son.

PARKIN—On Aug. 13, at 36 Sussex-gardens, Hyde-park, the wife of George Lewis Parkin, Esq., of a son.

RENDALL—On Aug. 13, at 16 Hanover-villas, Notting-hill, the wife of John Rendall, Esq., Barrister-at-Law, of a daughter.

ROBSON—On Aug. 10, at 23 Priory-road, Kilburn, the wife of Christopher Robson, of 13 Clifford's-inn, Fleet-street, Solicitor, of a daughter.

SHEE—On Aug. 7, at Sussex-place, Hyde-park, the wife of William Shee, Serjeant-at-Law, of a daughter.

WEIGHTMAN—On Aug. 7, at 25 Belle Vue-villas, Holloway, the wife of James M. Weightman, Esq., of a daughter.

MARRIAGES.

BATHER—ATKINSON—On Aug. 6, at Rugeley, by the Right Rev. the Lord Bishop of Lichfield, assisted by the Rev. George Barnes Atkinson, brother of the bride, the Rev. Henry Francis Bather, of Meole Brace, in the county of Salop, youngest son of the late John Bather, Esq., Barrister-at-Law, and Recorder of Shrewsbury, to Elizabeth Mary, eldest daughter of the Rev. Thomas Dinham Atkinson, M.A., vicar of Rugeley and rural dean.

BORTON—ARMSTRONG—On Aug. 12, at Armthorpe Church, near Doncaster, by the Rev. H. J. Branson, rector, Edward Borton, of Lincoln's-inn, Esq., Barrister, to Mary Ann, youngest daughter of the late William Armstrong, Esq., of the Enniskillen Dragoons.

GREIG—GRANT—On Aug. 12, at the parish church of St. Marylebone, by the Rev. Edward Headland, John Borthwick Greig, Esq., Parliamentary Solicitor, London, second son of James Greig, Esq., of Eccles, Berwickshire, to Mary Jane, eldest daughter of William Grant, Esq., Madeira.

HEWITT—REES—On Aug. 5, at the Catholic Chapel, Somers-town, by the Rev. A. Mills, John J. Hewitt, Surgeon, of Chalcot-villas, Adelaide-road, Haverstock-hill, to Caroline, third daughter of John Rees, Esq., Solicitor, Highgate.

RUSSELL—HUBBARD—On Aug. 6, at Cheriton, Hants, by the Rev. Robert Seymour Walpole, Charles B. Russell, Esq., of Lincoln's-inn, Barrister-at-Law, to Caroline, youngest daughter of the Rev. Henry Hubbard, rector of Cheriton.

SMITH—MORRISON—On Aug. 6, at the parish church, Reigate, by the Rev. J. N. Harrison, vicar, Charles Joseph Smith, of Reigate, Solicitor, to Frances Caroline, third daughter of George Morrison, Esq., of Reigate.

TRAILL—LAMBARD—On Aug. 6, at the parish church, Sevenoaks, Kent, by the Rev. Middleton Onslow, vicar of East Peckham, Kent, James Christie Traill, of the Inner Temple, Barrister-at-Law, to Julia, second daughter of William Lambard, Esq., of Beechmont, Sevenoaks.

WHITING—ALDRED—On Aug. 6, at St. James's Church, Westbourne-terrace, Hyde-park, by the Rev. Alexander Taylor, M.A., Sydney Whiting, Esq., of the Middle Temple, to Jane, youngest daughter of the late John Aldred, Esq., of Boulogne-sur-Mer.

WILLOUGHBY—GREY—On Aug. 11, at St. Michael's Church, Chester-square, by the Rev. Markland Barnard, M.A., vicar of Ridge, and of Colney, Herts, William Arthur, second son of Edward Willoughby, Esq., of Bryan House, Blackheath, to Georgiana Rebecca, second daughter of the late Robert James Moring Grey, Esq., of Charlton, Kent.

DEATH.

NEWSTEAD—On Aug. 9, at the residence of his grandfather, William Henry, eldest son of Mr. W. H. Newstead, of Ely-place, Holborn, in the 14th year of his age.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CHAMBERLIN, ANN, Spinster, Putney, Surrey, since wife of WILLIAM HEARN, Milkman, of the same place, deceased, £52 : 10 New 3 per Cents.—Claimed by JAMES PITT, the administrator.

COLMORE, ELIZABETH CHARLOTTE CREGOE, Spinster, Moor-end, near Cheltenham, Gloucestershire, afterwards wife of WILLIAM BEAUMARISE KNIPE, Esq., of the Junior United Service Club, £433 : 4 New 3 per Cents.—Claimed by ELIZABETH CHARLOTTE CREGOE RADCLIFFE, wife of COPLESTON LOPES RADCLIFFE (late ELIZABETH CHARLOTTE CREGOE KNIPE, Widow, and formerly ELIZABETH CHARLOTTE CREGOE COLMORE, Spinster).

FEW, CHARLES, Solicitor, Henrietta-st., Covent-garden, and JAMES RUSSELL, Esq., Paris, £1,050 New 3 per Cents.—Claimed by CHARLES FEW, the survivor.

GARRARD, MIRIAM, Spinster, Kilburn-priory, Kilburn-wells, Middlesex, £135 : 5 : 8 Consols.—Claimed by MIRIAM SMITH, wife of CHARLES SMITH (formerly MIRIAM GARRARD, Spinster).

HAMES, ROBERT, Mat Maker, Oundle, Northamptonshire, deceased, CHARLES TUELY, sen., and CHARLES TUELY, jun., Gents., both of Kenton-st., Brunswick-sq., £198 Consols.—Claimed by GEORGE BENJAMIN TUELY, Sole Executor of CHARLES TUELY, jun., who was the survivor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

GOULD, CHARLES (who died in Feb. 1857), Yeoman, Littleton, Middlesex —Persons claiming to be a nephew or niece living on Jan. 21, 1848, or at the time of the testator's death, or their legal personal representatives, to come in and prove his, her, or their kindred or representation on or before Nov. 21, at V. C. Kindersley's Chambers.

RISE, AARON, (who died in 1829), Taunton.—First cousins, being the children of his maternal aunt GAY (who in 1828, or shortly before, resided at Cheltenham), living on Mar. 20, 1853, or the issue of any such children then dead, or the legal personal representatives of any of such children or issue who have died since, to come in and prove their claims on or before Nov. 18, at V. C. Stuart's Chambers.

Money Market.

CITY, FRIDAY EVENING.

The closing price of Consols for money is 90⅞, being a rise from the lowest point, 89¾, of yesterday, of 1⅛ per cent. During the last three days the fluctuations have been great, but a better feeling now prevails, and an advance has been established of ⅜ per cent. upon the latest price as announced by us last week. The particulars of Indian intelligence received this afternoon are considered to be quite as favourable as the telegraphic despatches indicated; and, although Delhi was not taken when the mail left, anxiety is relieved on several important points. Such, at least, appears to be the view prevailing in the city, and operating to give buoyancy to the English funds. The vague rumours existing a few days since of the capture of Delhi are proved to be destitute of foundation; and it is strange and almost incredible that such utterly baseless fictions should be allowed to influence speculation. If it were the fact that any rise in the funds was caused by this report, it is satisfactory to observe that the funds have not fallen on proof that the report was false. The just opinion would seem to be, that the taking of Delhi is merely a question of no very long time, and that the event may be awaited without the excessive anxiety which has been expressed in various quarters.

From the Bank of England Return for the week ending the 8th of August, 1857, which we give below, it appears that the amount of notes in circulation is £19,547,440, being a decrease of £358,540; and the stock of bullion in both departments is £11,283,754, showing a decrease of £18,398 when compared with the previous return. Nothing was done by the Bank Directors yesterday as to raising the rate of discount.

Money on Wednesday, and particularly yesterday, was plentiful both in Lombard-street and on the Stock-exchange. In the former, yesterday, transactions took place at 5¼ per cent., and on the Exchange the price was 4 to 5 per cent. To-day there has been more demand, but the supply is fully equal to it at 5 per cent. on the Stock-exchange and Bank rates in Lombard-street.

An impression prevails to some extent that the Government may take a loan of heavy amount for the service of the East India Company. There is no doubt that of late years the wealth of the community in general in our East India possessions, especially in Bengal, has marvellously increased. The disasters attendant upon the present military revolt are peculiarly distressing, and the loss of treasure is something considerable. It is possible the insurrection may assume such proportions as to render the immediate raising of money impracticable. But the wealth of the community has not yet suffered materially, and after the lapse of some little time, means will probably be found to collect taxes, and the country will be neither unable nor unwilling to pay them. The debt due from the East India Company to the wealthy people and territorial proprietors of India, is valid security, that those persons will continue their support to the present order of things; and it cannot be doubted that if England makes herself answerable for the liabilities of India, the bond which secures to the present ruling power the support of native property and influence will become more weak.

It appears to be at length decided that the new Westminster Bridge is to occupy the same site as the old bridge. It is admitted that considerable advantage in regard to the view of the new palace from the bridge, and in regard to the appearance of the bridge itself, would be obtained by changing the site. But the first Commissioner of Works, taking into account the great expense to be incurred if the site of the bridge be changed, refrains from making any recommendation to the Government for that purpose. Nevertheless, it will rest with the House of Commons to consider and decide this important point. It is understood that the additional expense would chiefly arise by the cost of houses and ground on the north side of Bridge-street. This expense is expected to be large, without any change of site. It would be very much larger if the new bridge was to be placed, as proposed, some considerable space northward of the site of the old bridge.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 8TH DAY OF AUGUST, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,098,650	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,623,650
		Silver Bullion	...
	£25,098,650		£25,098,650

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,654
Rest	3,630,566	Other Securities	18,679,056
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	6,300,771	Notes	5,551,210
		Gold and Silver Coin	660,104
Other Deposits	10,263,335		
Seven day & other Bills	736,352		
	£35,484,024		£35,484,024

Dated the 13th day of Aug., 1857. J. R. ELSEY, Deputy Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	216	215	...	216½	...	216
3 per Cent. Red. Ann.	90⅛ ⅝	90⅛ ¼ ⅜	90⅛ ¼ ⅜	90⅛ ⅜	90⅛	91⅛
3 per Cent. Cons. Ann.	90⅛ ⅜ ⅝	90⅛ ¼ ½	90⅛ 89⅞	89⅞	89⅞	90⅛
New 3 per Cent. Ann.	91 90⅛	90⅛ ⅜	90⅛ ⅜	90⅛ ⅜	90⅛ ⅜	91⅛
New 2½ per Cent. Ann.	...	...	74	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2 7-16	2⅛	...	2 7-16
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	18 1-16	18 1-16	18 1-16
India Stock	...	212	...	...	...	212
India Bonds (£1,000)	...	...	30s. dis	25s. dis.	24s. dis.	20s. dis.
Do. (under £1,000)	...	20s. dis.	27s. dis.	...	...	21s. dis.
Exch. Bills (£1,000) Mar.	par	1s. dis.	6s. dis.	6s. dis.	6s. dis.	5s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	par	par	1s. dis.	1s. dis.	5s. dis.	par
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	2s. dis.	1s. dis	4s. dis.	par	4s. dis.	3s. pm
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	98⅛ ⅜	...	98⅛ ⅛	98⅛ ⅛	98⅛	...
Exch. Bonds, 1859, 3½ per Cent.	98⅛ ⅜	98⅛ ⅛	98⅛ ⅛	98⅛	98⅛ ⅜	98⅛

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	88½	90 89½	...	...
Caledonian	77⅞	...	77	76⅞	77⅛	78⅛
Chester and Holyhead	...	...	35½	...	...	35½
East Anglian	19⅛	...	...	...	...	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	95⅛	...	...	...	...	...
Edinburgh and Glasgow	...	...	...	...	...	...
Edin., Perth. & Dundee	...	...	33	33½	32⅛ 2⅛	32⅛
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	...	97	96⅛ 6	...	...
Gt. South & West. (Ire.)	...	...	...	...	...	...
Great Western	58⅛ 6⅛	56⅛ 6	55⅛ ⅜	55⅛ 3⅛	53⅛ 2⅛	51⅛ 2⅛
Lancashire & Yorkshire	98⅛	...	98⅛ ⅛	97⅞	98⅛ 9	99⅛ 8⅛
Lon., Brighton, & S. Coast	105 x d	104 x d	104 x d	...	104 x d	104⅛ xd
London & North Western	102⅛ ⅛	...	102⅛ ⅛	102⅛ ⅛	...	101⅛
London and S. Western	96⅛	97⅛	97⅛ 6⅛	97 6⅛ 6	96⅛ 6	94⅛ x d
Man., Shef., and Lincoln	41⅛ x d	40 x d	39⅛ x d	...	38⅛ x d	38⅛ x d
Midland	84⅛ 3⅛	84⅛	83⅛ ⅛	83⅛ ⅛	84	83⅛
Norfolk	64	...	...	...	...	...
North British	...	46⅛	...	45⅛ ⅛	45⅛	45⅛
North Eastern (Berwick)	94	93⅛ 4	92⅛ ⅛	92⅛ ⅛	93	93⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	32	32⅛ ⅛	31⅛ 2	...	31
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	24	24	...
Shropshire Union	...	...	...	...	48⅛	...
South-Eastern	78⅛	73⅛	73⅛	73⅛	72⅛	73⅛
South-Wales	...	...	91⅛ 90⅛	90⅛ ⅛	90⅛	90⅛

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

TUESDAY, *Aug.* 11, 1857.

NEW MEMBERS OF PARLIAMENT.

Falkirk District of Burghs.—John Glencairn Carter Hamilton, Esq., of Dalzell, *vice* James Merry, Esq., whose election has been adjudged void.—*Aug.* 10.

Borough of Birmingham.—John Bright, Esq., *vice* George Frederick Muntz, Esq., deceased.—*Aug.* 11.

Borough of Great Yarmouth.—Adolphus William Young, Esq., of Hare Hatch House, Wargrave, near Maidenhead, Berks, and—John Mellor, one of her Majesty's Counsel, of Otterspool House, Herts, *vice* William Torrens M'Cullagh and Edward William Watkin, Esqrs., whose election has been adjudged void.—*Aug.* 11.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

TUESDAY, *Aug.* 11, 1857.

LAYTON, JOHN, Gent., 21 Milner-sq., Islington.

PERPETUAL COMMISSIONERS FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

Tuesday, Aug. 11, 1857.

PARKES, WILLIAM, Gent., Willenhall, Staffordshire; for the county of Stafford.—*July* 24.

RILEY, JOHN, Gent., Wolverhampton, Staffordshire; for the county of Stafford.—*July* 14.

Bankrupts.

TUESDAY, *Aug.* 11, 1857.

BUSCH, HERMANN (H. Busch & Co.), Merchant, 2 Coleman-st.-bldgs., Moorgate-st. Aug. 24, at 12, and Sept. 28, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Marten, Thomas, & Hollams, Commercial-chambers, Mincing-la. *Pet. for Arrgmt.* June 27.

CHICKEN, WILLIAM, Licensed Victualler, Iron Bridge Tavern, Barking-rd., Bromley. Aug. 20, at 1, and Sept. 18, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Goddard, 101 Wood-st., Cheapside. *Pet.* Aug. 7.

CLAPHAM, THOMAS, Nurseryman, Headingley, Leeds. Aug. 25 and Sept. 25, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Bond & Barwick, Leeds. *Pet.* Aug. 4.

GOUDE, JOHN FISHER, Apothecary, 83 Cheapside. Aug. 20, at 12, and Sept. 17, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Chippindale, 10 King's Arms-yd. *Pet.* Aug. 7.

HUTHERSAL, JOHN, Chemical Manure Manufacturer, Altrincham, Cheshire. Aug. 21, and Sept. 11, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Bennett, 16 Kennedy-st., Manchester. *Pet.* Aug. 6.

KIRKBRIDE, ISAAC, & JOHN KIRKBRIDE, Stone and Marble Masons, Carlisle. Aug. 21, at 11, and Oct. 2, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Wright, Carlisle; or Hoyle, Newcastle-upon-Tyne. *Pet.* July 29.

MAY, THOMAS HENRY, Baker, 52 Rathbone-pl., Oxford-st., and lately of 27 Little Britain, and 2 Squire's-mount, Hampstead-heath. Aug. 25, at 1.30, and Sept. 29, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Young & Plews, 29 Mark-la. *Pet.* Aug. 10.

MIDDLEWOOD, WILLIAM, & WILLIAM ANDERSON, Joiners and Builders, Greenheys, Manchester. Aug. 26 and Sept. 16, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Southam, St. James's-sq., Manchester. *Pet.* July 30.

OUTTRIM, JAMES JOHN STEPHENSON, Ladies' Outfitter and Baby-linen Warehouseman, Oakley-ter., Old Kent-rd. Aug. 20, at 11.30, and Sept. 18, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Turner & Son, 8 Mount-pl., Whitechapel-rd. *Pet.* Aug. 1.

SCOTT, ABRAHAM, Carrier, Colchester, Essex. Aug. 21, at 2, and Sept. 23, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Jones, 42 Southampton-bldgs., Chancery-la., and Colchester. *Pet.* Aug. 11.

SHEARCROFT, GEORGE, Grocer, Long Sutton, Lincolnshire. Aug 25 and Sept. 15, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Sole, Turner, & Turner, Aldermanbury; or Hodgson & Allen, Birmingham. *Pet.* July 27.

STATHAM, HENRY HEATHCOTE, Attorney-at-Law, Liverpool. Aug. 21 and Sept. 17, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Norris & Son, North John-st., Liverpool. *Pet.* Aug. 7.

WALLINGTON, WILLIAM FORD, Tailor, Oxford. Aug. 20, at 1.30, and Sept. 17, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Ravenor, 5 Raymond-bldgs., Gray's-inn. *Pet.* Aug. 7.

WRIGHT, JOSEPH, Birmingham, & JOHN SALISBURY, Ironfounders, Ashby-de-la-Zouch, Leicestershire, and Burton-upon-Trent. Aug. 21 and Sept. 11, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Duignan & Hemmant, Walsall. *Pet.* July 31.

FRIDAY, *Aug.* 14, 1857.

HELLIWELL, WILLIAM (Helliwell & Pilling), Cotton Spinner, Kitson Wood Mill, Todmorden, Stansfield, Halifax. Aug. 25, at 11.30, and Sept. 25, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Holgate & Roberts, Rochdale. *Pet.* Aug. 5.

HILL, CHARLES ALEXANDER, Cabinet Maker, Bristol. Aug. 25 and Sept. 29, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Bristol. *Pet.* Aug. 12.

HIRST, WILLIAM, Silk Manufacturer, Derby. Aug. 25 and Sept. 22, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Pickering, 25 Osmaston-st., Derby. *Pet.* Aug. 10.

MELHADO, DANIEL, Ship Agent, Dover, Kent. Aug. 27, at 12, and Sept. 19, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Bousfield, 14A, Philpot-la. *Pet.* Aug. 3.

ROBINSON, WILLIAM, & WILLIAM HIDE, Timber Merchants, North Wharf-rd., Paddington. Aug. 26, at 2, and Sept. 28, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Gilham, 24 Bartlett's-bldgs., *Pet.* Aug. 11.

SIMPSON, ROBERT, Draper, Sedgefield, Durham. Aug. 26, at 11, and Oct. 6, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Marshall, Durham; or Hodge & Harle, Newcastle-upon-Tyne. *Pet.* Aug. 11.

STERN, LOUIS, & MEYER LOEWINSOHN, Ship Chandlers, 9 Savage-gdns., Crutched-friars. Aug. 27, at 2, and Sept. 19, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* J. & S. Solomon, 22 Finsbury-pl. *Pet.* Aug. 6.

WALKER, JOHN, Tobacconist, Liverpool and Rochdale. Aug. 27 and Sept. 17, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Lowndes, Bateson, & Lowndes, Brunswick-st., Liverpool. *Pet.* Aug. 11.

WEST, SAMUEL, Lace-maker, Nottingham; (in copartnership with Frederick Baxter under firm of Tillson & Co.). Aug. 25 and Sept. 29, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* Aug. 11.

WILLEY, RICHARD, Linen and Woollen Draper, Leicester. Aug. 25 and Sept. 29, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Stone, Paget, & Billson, Leicester; or James, Birmingham. *Pet.* Aug. 6

BANKRUPTCIES ANNULLED.

TUESDAY, *Aug.* 11, 1857.

DODSON, JOSEPH, jun. (J. D. Hewett & Co.), Russia Merchant, Wormley, Herts, and Fenchurch-bldgs. Aug. 4.

PARRY, ROWLAND, Flour-dealer, Bangor, Carnarvonshire. July 16.

MEETINGS.

TUESDAY, *Aug.* 11, 1857.

RICHARDS, SAMUEL, Apothecary, 36 Bedford-sq., and Shareholder in Royal British Bank, Threadneedle-st. Sept. 1, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

ROBERTSON, HENRY, Commission Agent, 3 St. Michael's-alley, Cornhill. Aug. 18*th* (and not 10*th* as advertised in last Friday's *Gazette*), at 2; Basinghall-st. *Com.* Fonblanque. (*By adj.* from June 23) *Last Ex.*

STONARD, SAMUEL, & LOUIS JOSEPH STONARD, Oilmen, 146 and 139 Shoreditch, and 179 High-st., Hoxton. Sept. 1, at 11; Basinghall-st. *Com.* Fonblanque. *Dir.*

STUTELY, THOMAS, Stone Mason, Sheerness, Kent. Aug. 24, at 2; Basinghall-st. *Com.* Goulburn. *Last Ex.*

SUMMERS, JAMES (Summers & Co.), Wholesale Jeweller, 38 Hatton-garden. Sept. 1, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

WAYRE, WILLIAM, Mantle Warehouseman, 96 Oxford-st. Sept. 1, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

FRIDAY, *Aug.* 14, 1857.

HAIR, JOHN, Ship Broker, Newcastle-upon-Tyne. Aug. 26, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from July 10.) *Last Ex.*

JACKSON, JOHN JULIAN, Dyer, late of 23 Lawrence-la., now of Queen's-rd., Brighton. Aug. 25, at 2; Basinghall-st. *Com.* Fonblanque. (*By adj.* from July 22.) *Last Ex.*

JONES, PHILIP, Banker, and one of the Shareholders in the Monmouthshire and Glamorganshire Banking Co., Llangattock, Monmouthshire. Sept. 24, at 11; Bristol. *Com.* Hill. *Final Div.*

OSBORN, HENRY, Wine and Spirit Merchant, Old Trinity-house, Water-la., and Catherine Wheel, Gt. Windmill-st., Haymarket. Aug. 28, at 11; Basinghall-st. *Com.* Evans. *Last Ex.*

RICHARDS, WILLIAM HENRY, & SIGISMUND LOUIS BORHHEIM, Merchants, 7 Gracechurch-st., and Balaklava. Aug. 25, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from June 30.) *Last Ex.*

DIVIDEND.

FRIDAY, *Aug.* 14, 1857.

PEPPER, WILLIAM JOHN, Printer, Coventry. First, 1*s.* 4¼*d.* *Christie*, 37 Waterloo-st., Birmingham; Thursday, Oct. 8, or any subsequent Thursday, 11 to 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Aug.* 11, 1857.

BRAMWELL, JAMES, Grocer, Glossop, Derbyshire. Sept. 1, at 12; Manchester.

MORICE, SPEGEL (Morice, Newmann, & Co.), Importer of Foreign and Fancy Goods, 7 Coleman-st. Sept. 1, at 1; Basinghall-st.

MYERS, LEWIS HENRY, Dealer in Manchester Goods, late of the Jews' Hospital, Mile End-rd., and Long Acre, but now of 35 Wellesley-st., Stepney. Sept. 4, at 11.30; Basinghall-st.

NORTON, ROBERT JAMES, Ladies' Outfitter and Baby-linen Warehouseman, 41 and 42 Fleet-st. Sept. 2, at 12; Basinghall-st.

RICHARDS, SAMUEL, Apothecary, 36 Bedford-sq. Sept. 2, at 12; Basinghall-st.

SAVAGE, JAMES, sen., CHARLES JOHN SAVAGE, & JAMES SAVAGE, jun., Shirt Manufacturers, 40 Noble-st. Sept. 2, at 2; Basinghall-st.

STONARD, SAMUEL, & LOUIS JOSEPH STONARD, Oilmen, 146 and 139 Shoreditch, and 179 High-st., Hoxton. Sept. 2, at 2.30; Basinghall-st.

FRIDAY, *Aug.* 14, 1857.

BARBER, JOHN, Miller, Canal-st. and John-st., Derby. Sept. 15, at 10.30; Shirehall, Nottingham.

NEVILLE, MICHAEL, Brassfounder, Liverpool. Sept. 4, at 11; Liverpool.

SPENCER, WILLIAM, Grocer, Holywell, Flintshire. Sept. 4, at 11; Liverpool.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Aug.* 11, 1857.

BROOKES, EBENEZER, Spring Knife Manufacturer, Sheffield. Aug. 1, 3rd class.

CHAPLIN, MARMADUKE, Auctioneer, Kingston-upon-Hull. Aug. 5, 3rd class.

ELLIS, ALFRED, Wine Merchant, Wimborne, Dorsetshire. Aug. 4, 1st class.

EVANS, JOHN, Bleacher, Spring Vale Works, Whitefield, Lancashire. Aug. 7, 2nd class.

HARDY, JOSEPH, Miller, Nottingham. Aug. 4, 3rd class.

HARRISON, HENRY, Tailor, Sheffield. Aug. 1, 2nd class.

HEWITT, GEORGE ALEXANDER, Chemist, Derby. July 7, *2nd class* (and not *3rd class*, with twelve months' suspension, as advertised in *Gazette* of July 10).

HILL, CHARLES WILLIAM, Anvil Maker, Digbeth, Birmingham. Aug. 7, 2nd class.

PEART, JAMES, Bookseller, Bull-st., Birmingham. Aug. 7, 2nd class.

FRIDAY, *Aug.* 14, 1857.

ADAMS, EDGAR, Laceman, North-st., Brighton. July 29, 2nd class, having been suspended for six month from passing last examination.

ARMSON, SAMUEL, Builder, Wallbrook Coseley, Sedgley, Staffordshire. Aug. 7, 3rd class.

ATKINSON, ROBERT, Hairdresser, York. Aug. 11, 3rd class.

BEST, JOHN, Linendraper, Halifax. Aug. 10, 3rd class.

BURT, WILLIAM, Builder, St. Stephens by Launceston, Cornwall. Aug. 6, 2nd class.

CHANDLER, BENJAMIN, Attorney and Money Scrivener, Sherborne, Dorset. Aug. 6, 3rd class.

DAVIES, EDWARD JACKSON, Draper, 214 High-st., Poplar. Aug. 8, 3rd class, having been suspended six months from Feb. 7.

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. Aug. 11, 2nd class, to W. Doeg, subject to suspension until Mar. 11, 1858.

GLINISTER, GEORGE WILLIAM, 1 Spring-garden-pl., Stepney, Middlesex, & WILLIAM JOSEPH GLINISTER, 7 Green-st., Stepney, Grocers. Aug. 7, 2nd class.

MUNDAY, SAMUEL, Baker, 110 High-st., Gosport, Hants. Aug. 7, 2nd class.

NOELL, HENRY, Accountant. Hoyle, Phillack, Cornwall. Aug. 6, 3rd class.

Assignments for Benefit of Creditors.

TUESDAY, *Aug.* 11, 1857.

ANTHONY, JOHN, Coal Merchant, Derby. Aug. 7. *Trustee*, J. Webster, Maltster, Little Eaton, Derby. *Sol.* Gamble, Wardwick, Derby.

BRACHER, FREDERICK, Tailor, 23 Old Jewry. July 13. *Trustees*, J. Scarratt, Warehouseman, Milk-st.; T. Cash, Woollendraper, Gresham-st. *Sol.* Billing, King-st., Cheapside.

BROOK, ROBERT, Miller, Duxford, Cambridgeshire. Aug. 8. *Trustees*, G. Jonas, Farmer, Duxford; G. Brand, Merchant, Gt. Thurlow, Suffolk. *Sol.* Kitchener, Newmarket.

BROWN, THOMAS, Glass, China, and Earthenware Dealer, 53 Bury New-rd., and St. Mary's-gate, Manchester. July 30. *Trustees*, E. J. Ridgway, Earthenware Manufacturer, Hanley, Staffordshire; W. Yates, Glass Manufacturer, Green Mount-hall, Harpurhey, and Jersey-st., Manchester. *Sol.* Partington, 1 Town-hall-bldgs., King-st., Manchester.

HARRISON, WILLIAM HENRY, & FREDERICK CHARLES HARRISON, Manufacturers of Table-knives, Union-st. Works, Sheffield. July 31. *Trustees*, J. Nicholson, jun., Merchant; A. Allott, Accountant; both of Sheffield. *Sols.* Chambers & Waterhouse, Bank-st., Sheffield.

HUTCHINSON, ABRAHAM, Farmer, Pudsey, Calverley, Yorkshire. Aug. 4. *Trustee*, J. Parkinson, Butcher, Pudsey. *Sols.* Upton & Yewdall, 5 Bank-st., Leeds.

NICHOLSON, BAXTER, & JAMES NICHOLSON, Drapers and Copartners, Newcastle-upon-Tyne. June 27. *Trustees*, R. Teasdale, Draper, Newcastle-upon-Tyne; R. Lockerby, Draper, same place; J. Wood, Cloth Merchant, Huddersfield, Yorkshire. Indenture lies at house of R. Teasdale, 71 Westgate-st., Newcastle-upon-Tyne.

NOBLE, ZACCHEUS CHIBNAL, Cabinetmaker, Dunstable, Beds. July 16. *Trustees*, J. H. Limhey, Ironmonger; W. Freeman, Grocer; both of Dunstable. *Sol.* Medland, Dunstable.

RAPER, JOHN, Horse-dealer, Gt. Broughton, Cleveland, Yorkshire. July 25. *Trustees*, H. W. Thomas, Gent., Pinchinthorpe, Cleveland; G. Jobling, Farmer, Easby, Cleveland. *Sol.* Glaister, Stokesley, Yorkshire.

RHODES, WILLIAM, Coverlet Manufacturer, Boothroyd-la., Dewsbury, Yorkshire. Aug. 1. *Trustees*, B. Walker, Woolstapler, Dewsbury; A. Hemingway, Woolstapler, Heckmondwike. *Sol.* Chadwick, Dewsbury.

WOTTON, WILLIAM, Draper, 2 East-st., Plymouth. July 15. *Trustees*, J. Dabb, Warehouseman, Plymouth; W. Brock, Warehouseman, Exeter. *Sol.* Hooper, 18 Bedford-circus, Exeter.

FRIDAY, *Aug.* 14, 1857.

BARNSDALL, SAMUEL, Gent., Newark-upon-Trent, Notts. July 30. *Trustees*, H. G. Cooper, Draper, Newark; J. Eve, Draper, Newark. *Sol.* Ashley, Newark-upon-Trent.

BODLEY, JOSEPH, Teadealer, Cheap-st., Bath. July 20. *Trustee*, A. Fincham, Wholesale Teadealer, Martin's-la., Cannon-st., London. *Sols.* Wright & Bonner, 15 London-st., Fenchurch-st.

CLEMENTS, THOMAS PACKARD, Linendraper, 32 Judd-st., New-rd. July 21. *Trustees*, A. M'Gaw & Henry Clarke, Warehousemen, Bow-la.; B. Smith, Warehouseman, 31 St. Martin's-le-Grand. *Sol.* Billing, 33 King-st., Cheapside.

DAUTHEMARE, CHARLES FRANCIS, Iron Merchant, Masbrough, Rotherham, Yorkshire. Aug. 4. *Trustees*, W. Dyson, Bank Manager, Rotherham; T. Gorrery, Steel and Iron Merchant, Bank-st., Sheffield. *Sols.* Hoyle & Son, Rotherham.

EVANS, JOHN DANIEL, & WILLIAM MORGAN JONES, Drapers, Bridgend, Glamorganshire. July 18. *Trustees*, R. Milburn, Warehouseman, Newgate-st., London; C. J. Leaf, Warehouseman, Old Change. *Sol.* Mardon, 99 Newgate-st.

IRVING, JAMES, Teadealer, Swansea, Glamorganshire. July 28. *Trustees*, J. L. Morris, Wholesale Teadealer, Bristol; J. Chadwick, Warehouseman, Manchester. *Sol.* King, Bristol.

MATTHEWS, WILLIAM, Coach and Car Proprietor, 2 and 4 Faulkner-st., Liverpool. July 18. *Sol.* Hinde, Peel's-bldgs., Harrington-st., Liverpool.

SIDDONS, JAMES, Grocer, Sheffield. Aug. 5. *Trustees*, G. Shallcross, Miller, Sheffield; J. Wigfull, Miller, Sheffield. *Sols.* Pye, Smith, & Wightman, 3 Hartshead, Sheffield.

WOOD, SILAS, Oil Merchant, Manchester. Aug. 4. *Trustees*, H. Southam, Oil Merchant, 4 Corporation-st., Manchester; E. Thomas, Oil Merchant, 7 Exchange-st., Cheetham-hill-rd., Manchester. *Sol.* Partington, Town-hall-bldgs., Manchester.

WOODHOUSE, EDWIN, ALFRED WOODHOUSE, & WILLIAM WOODHOUSE, Drapers, Leamington, Warwickshire. July 22. *Trustees*, J. Pearce, Warehouseman, Cockspur-st., Middlesex; W. Lycett, Warehouseman, Gutter-la.; S. Walkden, Warehouseman, Lawrence-la. *Sol.* Chapple, 19 Gt. Carter-la.

Creditors under Estates in Chancery.

TUESDAY, *Aug.* 11, 1857.

AVISON, JAMES (who died in Oct. 1816), Innkeeper, Brighouse, Yorkshire. Creditors and incumbrancers to come in and prove their claims on or before Nov. 13, at V. C. Stuart's Chambers.

BROWN, HENRY LANGFORD (who died in Jan. 1837), Esq., Barton Lodge, Kingskerswell, Devonshire. Creditors to come in and prove their debts on or before Nov. 13, at V. C. Stuart's Chambers.

FEATHERSTON, JONATHAN (who died on Sept. 19, 1830), Esq., Newbus Grange, Durham. Creditors to come in and prove their debts on or before Nov. 1, at V. C. Wood's Chambers.

GARRY, NICHOLAS (who died in Dec. 1856), Esq., Tokenhouse-yd., and Stratton-st., Piccadilly, and late of Long Ditton, Surrey. Creditors to come in and prove their debts on or before Nov. 20, at V. C. Stuart's Chambers.

GOULD, CHARLES (who died in Feb. 1857), Yeoman, Littleton, Middlesex. Creditors to come in and prove their debts on or before Nov. 21, at V. C. Kindersley's Chambers.

HEATH, JOSEPH (who died in Sept. 1850), Farmer, Ewelme, Oxfordshire. Creditors to come in and prove their debts on or before Nov. 14, at Master of the Rolls' Chambers.

HOLT, RICHARD (who died in Aug. 1853), Gent., Love Clough, Rossendale, Lancashire. Creditors to come in and prove their debts on or before Nov. 9, at V. C. Stuart's Chambers.

JEFFREY, JAMES (who died in Nov. 1856), Carver and Gilder, formerly of 12 George-st., Portland-pl., Middlesex, and late of 35 George-st. Creditors to come in and prove their debts on or before Nov. 23, at V. C. Kindersley's Chambers

OLDFIELD, THOMAS (who died in Jan. 1829), Islington, Middlesex. Creditors to come in and prove their debts on or before Nov. 16, at Master of the Rolls' Chambers.

PARTON, JOHN (who died in Oct. 1851), Miller, Woodchurch, Kent. Creditors to come in and prove their debts on or before Nov. 7, at V. C. Kindersley's Chambers.

PENNINGTON, ROBERT RAINY (who died in Mar. 1849), Esq., 15 Portman-sq., Middlesex. Creditors to come in and prove their debts on or before Nov. 6, at V. C. Kindersley's Chambers.

SIMMONS, GEORGE (who died in Jan. 1854), Esq., Trevella, Cornwall. Creditors to come in and prove their debts on or before Oct. 30, at Master of the Rolls' Chambers.

WEBSTER, WILLIAM GRANVILLE (who died on Jan. 26, 1846), Esq., Preen, Salop. Creditors and incumbrancers to come in and prove their debts or claims on or before Nov. 5, at V. C. Stuart's Chambers.

FRIDAY, *Aug.* 11, 1857.

LAMB, CHARLES JAMES SAVILE MONTGOMERIE (who died in Nov. 1856), Esq., late of Beauport and Hemingfold, Sussex. Creditors to come in and prove their claims on or before Nov. 6, at V. C. Kindersley's Chambers.

MODSLEY, WILLIAM (who died in April, 1845), Merchant, Liverpool. Creditors to come in prove their debts on or before Oct. 30, at Master of the Rolls' Chambers.

PALMER, GEORGE (who died in May, 1853), Esq., Nasing, Essex. Creditors and incumbrancers to come in and prove their debts and incumbrancies on or before Nov. 10, at Master of the Rolls' Chambers.

RICHARDS, Rev. SIMON SLOCOMBE (who died in April, 1853), Rector of Chipstable, Dean-house, Bishops Lydeard, Somersetshire, and Seaton, Devon. Creditors to come in and prove their debts on or before Nov. 2, at Master of the Rolls' Chambers.

RUSSELL, GEORGE (who died in Feb. 1856), Hop-factor, Wilmington-house, near Dartford, Kent, and of Southwark, Surrey. Creditors to come in and prove their debts on or before Nov. 2, at Master of the Rolls' Chambers.

TOMLINSON, GEORGE (who died in Aug. 1856), Miller and Corn Merchant, St. Helens, Lancashire. Creditors to come in and prove their debts on or before Nov. 2, at Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Aug.* 11, 1857.

COMMERCIAL AND GENERAL LIFE ASSURANCE ANNUITY FAMILY ENDOWMENT AND LOAN ASSOCIATION.—The Master of the Rolls peremptorily orders a call of 5*s.* per share to be made on all the contributories; and that each contributory, on Aug. 12, at 12, pay to W. Turquand, Official Manager, 13 Old Jewry-chambers, the balance (if any) which will be due from him after debiting his account in the Company's books with such call.

WELSH, POTOSI, LEAD, AND COPPER MINING COMPANY (Limited). Com. Fane will, on Aug. 20, at 11, at Basinghall-st., proceed to settle the list of contributories.

FRIDAY, *Aug.* 14, 1857.

ROYAL SURREY GARDENS' COMPANY (Limited).—A petition for winding up this Company was, on Aug. 13, presented to the Court of Bankruptcy in London, and will be heard by Mr. Com. Fane on Saturday, Aug. 22, at 11.30.

TIMBER PRESERVING COMPANY.—V. C. Wood, on Aug. 6, appointed W. Turquand, 13 Old Jewry-chambers, Official Manager.

Scotch Sequestrations.

TUESDAY, *Aug.* 11, 1857.

ALLEN, CHARLES JOHN, Bill Broker, Queen-st., Edinburgh, and Regent-st., London. Aug. 21, at 2, Dowell's and Lyon's Rooms, George-st., Edinburgh. *Seq.* Aug. 7.

DICK, MATTHEW, Yarn Merchant and Starch Manufacturer, Kirkintilloch. Aug. 18, at 12, Black Bull Inn, High-st., Kirkintilloch. *Seq.* Aug. 6.

LOCKHEAD, CHARLES (Lockhead & M'Laren), Plumbers and Lead Merchants, Stirling. Aug. 17, at 12, Golden Lion Hotel, Stirling. *Seq.* Aug. 5.

M'CAULL, JOHN, Boot and Shoe Maker, Stranraer. Aug. 19, at 12, King's Commercial Hotel, Stranraer. *Seq.* Aug. 7.

M'MURTRIE, ANDREW LAWSON, Innkeeper, Milngavie. Aug. 15, at 2, Black Bull Inn, Milngavie. *Seq.* Aug. 6.

FRIDAY, *Aug.* 14, 1857.

FALCONER, ROBERT, Solicitor, Keith, Banff, and Flour Manufacturer at Strathisla Mills, near Keith. Aug. 21, at 12, Gordon Arms Inn, Keith. *Seq.* Aug. 7.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 22, 1857.

LEGAL FRUITS OF THE SESSION.

The determination of Lord Palmerston, and the skill and energy of the Attorney-General, have secured a larger crop of measures for the amendment of the law than we had ventured to hope for only a few weeks ago. The difficulties which were anticipated in dealing with the proctors' compensation have not been allowed to defeat the long-desired reform of the Ecclesiastical Courts; and, although some exception may be taken to the price paid for the improvement of the Probate jurisdiction, it is impossible to doubt, that, even in a pecuniary sense, there will be some immediate and a large prospective gain to the public; while the monopoly which ousted the profession from testamentary business is, at the same time, abolished, and the conflicts of a multitude of limited jurisdictions are swept away for ever. Assuming that due care is exercised in the appointments to local offices under the new Act, we see no reason to doubt the wisdom of the amendments by which the proposed pecuniary limit on their powers has been removed; and we cannot help observing that the argument derived from the assumed inefficiency of local courts seems to have lost all its influence on the minds of Ministers from the moment when they found that the consent of the proctors was not to be bought by the partial monopoly which, in defiance of all principle and common sense, it was originally proposed to continue in their favour. Of the two courses, it is undoubtedly better policy to pay them off in hard cash, than to cripple the machinery of the new courts by retaining any trace of the old exclusive system. We are, therefore, not only rejoiced that the Ecclesiastical Courts have been abolished on any terms, but we are disposed to prefer the bargain which has now been concluded to that which the Attorney-General originally offered.

The other branch of ecclesiastical jurisdiction with which Parliament has dealt has also been committed to a satisfactory and open court. It would carry us beyond our special class of subjects to discuss the principles by which Parliament has been guided in determining the conditions under which divorce or judicial separation may henceforth be obtained; but, so far as the constitution and procedure of the proposed court is concerned, we have every reason to be content. The settlement of disputed questions of fact by the aid of a jury trial, either before the court itself or on circuit, as the nature of each case may render most convenient, is the only sound basis which could be adopted; and the boon of local jurisdiction in separation cases, involving of course the grant of alimony, will add greatly to the efficiency of the procedure. The final compromise between the different tribunals suggested for the purpose is perhaps the best of which the case admitted; and, by giving a concurrent jurisdiction to the justices and others named in the Commission of Assize, with the Chairmen of Quarter Sessions, an opportunity will be afforded for testing by actual experience the comparative advantages of the two courts. After a short time, there can be little doubt, that whichever may be found the most convenient and satisfactory tribunal will absorb the whole local business, and the doubts which it was difficult to decide *à priori* will thus eventually solve themselves. Nor ought we to omit, in our enumeration of the benefits which the measure will confer, that the business both of the central and the local divorce courts will be open to the whole body of legal practitioners, instead of being confined, as heretofore, to a privileged class.

The Act for the prevention of fraudulent breaches of trust has finally passed, with some improvement in its phraseology, and in certain minor provisions, but without any change to affect the large and comprehensive principle on which it was originally framed. The panic at first excited by the proposition to add the chance of a criminal prosecution to the other unenviable liabilities of private trustees has already shown symptoms of subsidence, and we believe that a very little reflection will convince all honest trustees that they cannot possibly be annoyed by proceedings which can only be instituted when the Attorney-General has first been satisfied that there has been, not an ordinary irregularity, but a breach of trust "with intent to defraud."

That the Insolvent Joint-Stock Companies Bill will prevent in future oppressive proceedings such as those by which the shareholders in the Royal British Bank were victimised, there can be no question; though we should have been better satisfied with the measure, if it had removed entirely the conflict of jurisdiction between Lincoln's-inn and Basinghall-street, instead of giving the prize to the court which establishes its title by superior diligence. The Act, in fact, bears marks of having been framed in haste to patch up the affairs of the two insolvent banks, instead of providing adequately against the recurrence of similar evils in future; and we shall not be surprised to find, that, in some future session, it will be found necessary to introduce a Bill to amend the Act of 1857, by assimilating the mode of winding up banks and other companies, founded on the basis of unlimited liability, to that which was adopted in the recent statute, by which the privilege of trading with limited liability was conferred. Except in the amount of the calls which may have to be made, there is no distinction, so far as winding up is concerned, between the position of limited and unlimited companies, and we see no reason why precisely the same machinery should not be applied to both.

While we notice with satisfaction the majority of the Acts which have been passed, we cannot help regretting the postponement or withdrawal of bills on other legal subjects of not less importance. We do not, however, extend our regret to the so-called Consolidation Bills which were introduced on the authority of the Statute Law Commissioners. Until the Commission contrives to gain a much larger share of public confidence than, as at present constituted, it either enjoys or is likely to enjoy, it will never pass a single Bill. Consolidation Bills, if they are to be enacted on a large scale, must be taken in great part on trust; and, in order that this trust may be reposed, the framers must be men on whom Parliament can rely, not only for skill in the performance of their duty, but for a conscientious determination not to transgress the limits assigned to them. It is enough to say that this is not the feeling with which the public is inclined to regard the Commission as a whole, whatever may be the respect felt for the majority of the members of which it is composed.

The most serious omission of the Government is the neglect to prepare a Bill to test the practicability of the

suggestions made by the Registration Commissioners. It was intimated that this would be done by the Attorney-General before the prorogation; and, although hasty legislation was neither desirable nor possible, it would have greatly conduced to the ultimate settlement of the question if the views of the Government had been thus early embodied in a Bill, for the consideration of the profession during the recess.

Upon the whole, the Session of 1857, short as it is, deserves to be ranked among the most fruitful in the matter of law reform. We hope that the ability of the Attorney-General will be devoted to the same subject in another year, with no abatement of zeal; and that, among the measures to be introduced, a Bill for the completion of the Chancery Reform commenced in 1852 will not be the last to be thought of.

THE REPORT ON JUDICIAL BUSINESS.

We republished last week, from a contemporary, a summary of the recommendations of the Common Law Commissioners upon the maintenance of the existing number of judges, and the redistribution of the circuits. The Report itself is now before us. It contains, of course, a considerable number of details of which the interest is chiefly local; but it incidentally touches upon many matters which no member of the profession can regard with indifference.

The first point to which the Commissioners direct their attention is the question, whether the number of common law judges can be safely diminished? and they are unanimous in maintaining the negative. Indeed, we cannot imagine how any one practically acquainted with the administration of justice can think otherwise. There has been much ignorant and foolish talk about the degree in which the establishment of county courts and the progress of law reform has diminished the business of the higher tribunals; but the evidence given in the Blue Book before us conclusively proves that the natural consequences which might have been expected to follow from the increased wealth and commerce of the country have, in fact, taken place. Little pottering actions about petty trespasses and so forth have, no doubt, greatly diminished in number; and a vast quantity of matters of form and of course which used to be transacted in open court, have given place to a more rational procedure. The Superior Courts have also been freed, to a great extent, from the drudgery of hearing undefended causes. Questions incident to a more primitive state of society—such as disputes about territorial rights, boundaries, rights of way, the enjoyment of watercourses, and so forth—have been to a very great extent exhausted; and the political prosecutions, which formerly found so much employment for the Crown side of the Queen's Bench, have disappeared. This is one side of the question; but, on the other hand, the really substantial and important business has greatly increased. Causes are heard far more fully, and yet business is despatched much more quickly than was formerly the case. "Lord Campbell," says Baron Martin, "must recollect when there were hundreds of remanets in the Queen's Bench." There are very few now. The late Mr. Lavie says, that, in old times, "there was a complete monopoly in the Court of Queen's Bench. There was very little done comparatively in the Court of Common Pleas, and nothing at all in the Court of Exchequer. The whole of the business was then in the Court of Queen's Bench, and it was two years before causes were tried." When Mr. Lavie first practised there was no *Nisi Prius* business in the Court of Exchequer, and, except when the Chief Baron or other judges sat in equity, they had very little to do. "I recollect the first civil cause which was ever tried in the Court of Exchequer." Notwithstanding the cessation of political prosecutions, the business on the Crown side of the Queen's Bench has largely increased. Rating cases, and similar matters which are really civil, though the Crown is nominally a party, more than supply the gap left by the absence of *ex officio* informations.

If any doubt could remain as to the impolicy of diminishing the number of judges, Baron Bramwell's evidence would put an end to it. His opinion is given in a most amusing and characteristic manner. He shows, by a careful calculation, that, independently of the long vacation, which to a judge may be, on an average, two months, he has forty-four days in which he does not discharge any duties in public; and he argues, with irresistible humour, that this is not too much for a man who has to read all the reports, to write judgments, to get up his special papers and paper books in cases of error, and so forth. His Lordship enters into an elaborate argument to prove that it is desirable that a judge should decide right, combating, apparently, a vulgar notion that it does not much matter how he decides. "I think it really is of the greatest importance that one should not be hurried in that particular matter" (writing judgments), "because, in the first place, you have to decide between the particular parties; and the result of a wrong decision is, that you give to one man what belongs to another." Secondly, "the losing party is never satisfied; but if he thought that he not only had had injustice done him, but that that injustice was attributable to the haste or indifference of the judge, just consider how much greater his dissatisfaction would be." Thirdly, you lay down a bad precedent by a wrong decision; and though the common impression is, apparently, that it does not much matter how you decide so long as something is decided, Baron Bramwell holds the singular theory that right decisions are better than wrong ones. His reason for this peculiar view is, that a bad decision causes so much litigation:—"Attempts are made to distinguish other cases; so that at length the case gets nibbled and carped at, and shaken, till, somehow, it is gone." Then a judge ought to read the Reports. "As I said before, I cannot read them without consuming time in reading them. I am almost reluctant to call it a labour, because, as I have said, it is more often to me an amusement than anything else; but if it were not an amusement, I should still have it to do. No doubt, if it were not there to be done, one could not do it. So that, in that sense, it may be said that a multiplicity of reports causes an additional amount of occupation." In short, the Baron works from morning to night, and we are much afraid seven days in the week. "I do not want to trouble the Commission with personal details, but I can undertake to tell them that I very often work, certainly as often as not, and am obliged to work, after I have come out of court, and after I have had my dinner. I work in the evening, in short; *and at other times which one need not more particularly name, but which are not included in any of the days which are here mentioned.*" A deputation from Exeter Hall should wait on his Lordship without further delay.

The alterations suggested in the distribution of the circuits are not very extensive, nor, with some exceptions, are they of great importance. It is proposed to add York to the Midland, and Warwick to the Oxford Circuit. Hereford and Shrewsbury are to be given to the North and South Wales Circuits; two judges going to Cardiff and Swansea, where they are, we suppose, to separate, and complete the Welsh Circuits as at present, meeting at Chester. Manchester is to have a separate assize; and there is a division of opinion upon the question whether or not Birmingham should also have an assize of its own. These suggestions seem to us reasonable enough, and we feel that the claim of Manchester to a separate assize is stated with irresistible force by the Commissioners, whose recommendation will, we trust, be acted upon without

delay. It is singular that no evidence was given upon the subject of the remodelling of the circuits as distinguished from the question of the claims of particular towns. The Northern, Midland, and Oxford Circuits have all been more or less altered without the examination of a single witness about the wishes or convenience of any branch of the legal profession. We do not say that such considerations are by any means the most important, but they might have been stated.

Legal News.

COMMITTEE FOR PRIVILEGES.

THE GREAT SHREWSBURY CASE.—HOUSE OF LORDS, *Aug.* 14.

(*Continued from p.* 725.)

The *Attorney-General* observed, that, without reference to the deeds of 1700 and 1718, he was of opinion that there was proof that Sir John of Grafton was the eldest son of Sir John of Albrighton. The will of that person stated that he had three sons, and other documents had been put in in which other children were mentioned, and the inscription on the tombstone at Bromsgrove had not been satisfactorily deciphered. This was a material point, as the authenticity of the tomb was not denied, and it might happen that other male issue of that marriage might be discovered. The deeds of 1700 and 1718 did not clear up this point, and he thought there ought to be delay in order to ascertain more satisfactorily the inscription on the tombstone. It was then suggested that John of Grafton had a son, named Gilbert, besides those which had been found in the pedigree before the House, and although that person was mentioned in a deed of settlement executed in the lifetime of Gilbert, yet he was not mentioned in a patent of precedence granted to the youngest son of the Earl; and the inference, therefore, was that he was dead when it was granted, and most probably unmarried. With regard to the legitimacy of John of Salwarp, every attempt to prove him illegitimate had failed. Sherrington of Rudge had three sons who were stated to have died without issue, and the youngest of them, Thomas, was not mentioned in the Benefactors' Book; but it was shown only yesterday that he had a son called Sherrington, who married Sarah Squire, and had issue a son and a daughter, and this circumstance showed the necessity of delay for further inquiry; especially as it appeared that Thomas was in indigent circumstances, and an outcast from the family, and so might have been probably left out of the pedigree. The next person of importance was Charles, the brother of Sir John of Lacock, who was stated to have died without issue; but it appeared that he left a will, in which he left certain property to his son Gilbert. This Charles was most probably the one named in the Talbot pedigree. He next came to another brother, as he was called, of Sir John of Lacock, whose name was Gilbert; and with reference to this point there was so much difficulty, that, on the part of the Crown, he must urge delay for the purpose of inquiry. The birth of this Gilbert had been proved, as well as his marriage with Ann Hythe, in 1686, and it was urged that he was a descendant of a junior branch of the Talbot family. Thus two Gilberts were shown to have existed at the same time; but both sides claimed the Gilbert who married Ann Hythe. With regard to the settlement of 1718, that might either confirm or throw doubt on the pedigree. There were two points on which he had no doubt; and that was, that William of Whittington was the father of the Bishop of Durham, and that the bishop was married, and that his son Charles, afterwards Lord Chancellor, who was the ancestor of the claimant, was legitimate. As regarded the settlement of 1718, he was of opinion that the Duke of Shrewsbury recognised the bishop as a kinsman; yet it did not appear in what relation he stood to the Duke, and especially with reference to the title. The committee of that House in 1718 were evidently not satisfied with the statement of the bishop with regard to the state of the family, and they left the pedigree open. As the bishop had not satisfactorily proved his pedigree to the Duke of Shrewsbury or to the committee, he was of opinion that every possible opportunity ought to be given for acquiring further information before their Lordships decided this case.

Lord CAMPBELL.—Do you, on the part of the Crown, propose to institute further inquiries, and ask for time to do so?

The *Attorney-General*.—I ask for time for that purpose, and I shall make a report to that effect in the proper quarter.

The LORD CHANCELLOR said, that what the House had to consider was, whether Lord Talbot had made out his claim, and not whether there were any other persons who might be discovered, and who might be claimants.

Lord ST. LEONARDS said, he thought the course adopted by the Attorney-General was unusual.

Lord REDESDALE said, he did not remember any other instance of the kind.

Lord WENSLEYDALE said, there was no precedent for the Crown taking an active part in such an inquiry as the present.

The LORD CHANCELLOR said he never heard of the Crown's investigating any case of a claim to a peerage.

The *Attorney-General* said, he must leave the matter in the discretion of the House.

After some consultation among their Lordships,

The LORD CHANCELLOR said, that this important case had been most elaborately argued; but all the House had to decide was, whether the claim of Earl Talbot to the title of Earl of Shrewsbury had been made out; for with the question of the large estates attached to the earldom they had nothing to do. However anxious he might be to decide the question before the House as quickly as possible, he did not think that it would be doing justice to the parties concerned if they did not take time to consider their decision; and he should, therefore, move to adjourn the case *sine die*—that was until the next session of Parliament.

The further consideration of the case was therefore adjourned *sine die*.

THE HEADLEY PEERAGE—HOUSE OF LORDS, *Aug.* 20.

Mr. *Fleming*, as counsel for Lord Headley, supported the claim of Lord Headley to vote at the election of representative peers for Ireland. He stated that the first creation of a Baron Headley was in November, 1797, when Sir George Alison Wynn, a Baronet and a Baron of the Exchequer in Scotland, was, by letters patent, created Baron Headley of Aghadoe, in the kingdom of Ireland. That noble lord had two sons by his second wife—one the second Lord Headley, who succeeded to the title in 1798, and a second son, Mark, whose third son, Charles, was now Lord Headley.

The LORD CHANCELLOR thought the evidence sufficient, and moved the committee that Lord Headley had made out his claim.

The claim was accordingly allowed.

It is understood that this is the last peerage case or appeal to be heard during the present session. Two appeals, *Burrowes* v. *Gore* and *Hooper* v. *Lane*, remain undecided. In the first, the Law Lords who heard it differ on some minor details; and, in the second, there is a difficulty in consequence of the ten judges who attended to advise their Lordships being equally divided in their opinions. Their Lordships have, however, heard and decided thirteen English and Scotch appeals during this short session, notwithstanding the interposition of the protracted Shrewsbury case and many divorce bills.

A very interesting point as to the responsibility of a wife in cases of manslaughter, where she has acted in co-operation with her husband, was raised at the Liverpool assizes before Mr. Baron *Watson*.

James Turner and Elizabeth his wife were indicted for having, at Manchester, on the 29th of June last, killed Jane Schofield. Mr. *C. H. Hopwood* conducted the prosecution; Mr. *Wheeler* defended the prisoners. It appeared from the evidence that the female prisoner, in company with her husband, seized the deceased, with whom they had been quarrelling, by the hair with one hand, and struck her about the face and head with the other. The male prisoner also struck the deceased a blow on the eye, which knocked her to the ground. He also held the door, while he at the same time encouraged his wife to pommel her. From the injuries received on this occasion deceased died on the following Saturday. His Lordship wished to know from the prosecuting counsel why the female prisoner was included in the charge? Both at common law and even from the evidence he thought the wife was not responsible, inasmuch as she would be presumed to have acted under the coercion of her husband. Mr. *Hopwood* contended that manslaughter was in the same category as murder, where the privilege was not allowed. He cited as express authority 1 Hale, 435, and referred to "*Reg.* v. *Cruse*" (8 Carr. & Payne), 1 Russ. 18-25 It became unnecessary to decide the point, as witnesses for the defence werecalled to contradict the evidence for the prosecution; and the jury gave a verdict of *Acquittal* as to both prisoners.

An instance of the great encouragement given to embezzlement by the carelessness of the heads of large establishments, in not properly checking their pass-books, is furnished in the case of *Thomas Lings*, tried at the Liverpool assizes. The prisoner was a cashier in the service of Messrs. Kershaw, Leese, & Sidebottom, merchants, of Manchester, and he contrived in a short time to embezzle no less a sum than £8,000. He was tried, however, on a charge of embezzlement of £2,000. The time for taking stock at Messrs. Kershaw & Co.'s (Dec. 28) did not correspond with the time at which the bankers balanced up the pass-book and returned it, the pass-book not being returned until the 31st of December. Thus there was a period of three days, during which any person who chose, and had access to the books, could make an entry which might conceal any deficiency existing in the bankers' pass-book. When business is conducted so loosely, it would only be by comparing the cash payment book, and the date of payment into the bank with the bankers' pass-book, and the date of receipt by the bank, that the fraud could have been detected. The jury found the prisoner guilty. Sentence deferred.

The popular notion which long prevailed, that if a clerk debited himself with the sums of money he abstracted from his master, he was not criminally liable, is gradually being corrected. A case in point occurred in the course of the week at the Central Criminal Court. Frederick Gardner was indicted for embezzlement. The prisoner was in the service of a gentleman named Spencer, who carries on the business of a waterproofer in the City of London, and his salary was £3 per week. He left his employer's service, and at this time it would appear that no suspicion was entertained of his honesty; but very shortly afterwards the prisoner sent a solicitor to the prosecutor, and informed him that he had for a considerable time been in the habit of embezzling money, and a number of I O U's in the prisoner's handwriting were found in the cash-box, and it turned out that every time the prisoner had taken his master's money he placed an I O U in the cash-box for the sum he had taken. It also appeared that the prisoner had effected an insurance upon his life for the total amount he had abstracted.

The Prosecutor recommended the prisoner to the merciful consideration of the Court; and he was sentenced to be imprisoned and kept to hard labour for six calendar months.

A question as to the limitation of time in judgment debts was raised on Tuesday in the Lambeth County Court, in a judgment summons case, *Baylis* v. *Broadbridge*. An order for payment of a debt had been obtained more than six years ago, and the plaintiff now appeared on a judgment summons which he had obtained against the defendant. His Honour said, that, unless there had been a payment within twelve months on a judgment obtained more than six years ago, there could be no further order unless by leave of the judge. The leaving of the discretion with the judge, he considered, meant where there were some special grounds stated, and as there were none in this case he should make no further order. Plaintiffs in all cases should pursue the original orders, and not allow cases to stand for such periods as six years.

HOME CIRCUIT.—Croydon, *Aug.* 14.

(Before the Lord Chief Baron and Special Juries.)

Lambert v. *Sidebottom.*

This was an interpleader action, the question in dispute being whether a bill of sale, executed by one James Adkins to the plaintiff, was a valid instrument, or whether it was executed fraudulently, in order to defeat a judgment that had been obtained by the defendant against Adkins.

Mr. *Bovill*, Q.C., and Mr. *Needham* were counsel for the plaintiff; Mr. *E. James*, Q.C., Mr. Serjeant *Ballantine*, and Mr. *Hawkins* were for the defendant.

The present action arose out of the following circumstances: In June last the defendant, who is a gentleman of fortune, brought an action in the Court of Queen's Bench against Adkins, who was the keeper of a gambling-house at the west end of the town, called the Berkeley Club House, to recover a sum of £6,500, which he alleged to have been won from him at hazard by means of false dice. Upon that occasion he clearly established that he had been plundered at the house, and Sir *F. Kelly*, who appeared for the defendant Adkins, consented to a verdict for the sum sought to be recovered. Judgment was subsequently entered up, and execution was granted; but upon the sheriff going to seize the property of Adkins, who occupied a house at Brompton, called Wintersoll House, and the furniture contained in it, the present plaintiff claimed a right to the whole of the property under a bill of sale; and the question now to be decided was, whether this was a valid instrument or not. The lease and furniture of the house were valued at £1,300.

Mr. *James*, on behalf of the defendant, said he would not attempt to deny that a regular bill of sale had been executed, and that all the accompanying formalities had been gone through; but the whole proceedings were a sham and a trick to cheat Mr. Sidebottom, and prevent him from receiving any benefit from the verdict he had obtained against Adkins.

The Chief Baron summed up, and the jury, after a very short deliberation, returned a verdict for the defendant.

OXFORD CIRCUIT.—Gloucester, *Aug.* 14.

(Before Mr. Baron Martin and a Special Jury.)

Haddock and Another v. *Lewis and Another.*

This case, which it will be in the recollection of our readers we reported last week, was an action brought to try the validity of a will. Mr. James Knight Smith, solicitor, at Newnham, drew up the will. One moiety of the property was left to a Mrs. Elliott, an old lady of 66, who was Mr. Smith's mother-in-law. The other moiety was left to Sarah Lewis, the testator's first cousin. The property at stake was very considerable.

Mr. Baron Martin left it to the jury to say, whether, at the time the deceased signed the paper of the 14th of April, 1855, she was in a sound and disposing state of mind, and whether the paper in question contained her will.

The jury retired to consider their verdict, and were absent several hours. At length they sent a note to the learned judge, putting to him this question, whether the following constituted a sound and disposing mind—viz. "If the testatrix knew that she was signing the will, and giving away her property."

His Lordship thereupon sent for the jury into court, and, after reading over the question submitted to him, said that abstractedly that would be a sound and disposing state of mind; but, looking at the entirety of the evidence in this case, his Lordship said, the jury must be satisfied that the disposition of the property was according to the will and intention of Mrs. Higgins. The jury ought to find their verdict for the defendants if they thought Mrs. Higgins had signed the will in a sound and disposing state of mind, and they were satisfied upon the evidence that it was her will and the intention of mind to dispose of her property as was expressed in the will. But, his Lordship added, he was not aware that such a case as the present had ever occurred before; and he then directed the jury, that, if Mrs. Higgins was of a sound and disposing mind, and meant Mrs. Lewis to have one moiety of her property, but had no intention that the other moiety should go to Mrs. Elliott, they ought to find a verdict for the plaintiff as to one moiety.

The jury, without hesitation, acted on this suggestion, and found their verdict for the plaintiff (the heir-at-law) as to one moiety of the property.

COURT OF BANKRUPTCY.—*Aug.* 14.

(Before Mr. Commissioner Fane.)

In re Humphrey Brown.

This was a meeting for the proof of debts and choice of assignees. The bankrupt was brought up in custody.

The preliminary statement furnished to the official assignee discloses the following particulars:—

Total amount of creditors unsecured, 3,410*l.* 5*s.*; liabilities, £4,900; creditors holding security:—Mr. R. J. Cabbell, £554; the Gloucestershire Banking Company, £10,277; Mr. Lindsay, Stroud, £700; Mr. Long, Cheltenham, £2,600; Mr. Minet, Overbury, £8,100; Mr. Payne, Strood, £2,500; Ridlaw's executors, Cheltenham, £940; Mr. Job Smith, Overbury, £120; Miss Smith, ditto, £1,600—total creditors holding security upon meadow lands, cottages, and other property, £22,341; the Royal British Bank is returned as creditor for 63,673*l.* 5*s.*, with this note appended—"This claim as to amount is disputed and has been referred to arbitration, under an agreement dated 2nd of February, 1857: the said arbitration is still unsettled." The Bank is represented as holding the following property of the value of 64,129*l.* 14*s.* 7*d.*:—mortgage on household property at Tewkesbury, 628*l.* 14*s.* 7*d.*; the Helen Lindsay cost £9,078; the Magdalena, £11,107; the Hero, £1,648; the Ocean Wave, £7,452; the Hornet, £24,796; and the Ambrosina, £7,450. Only a portion of these securities have hitherto been realised.

Mr. *Tucker*, of the firm of Tucker, Greville, & Tucker, of St. Swithin's-lane, appeared as solicitors under the bankruptcy; and Mr. *Linklater* for creditors.

Mr. *Linklater* tendered a proof for 1,154*l.* 7*s.* 4*d.* on behalf of Mr. John Roberts, as a creditor of the Royal British Bank, of which the bankrupt was a shareholder. The proof was tendered as one of joint demand, which would not come in competition with the separate creditors of the bankrupt.

Mr. *Bell*, who appeared as counsel for the bankrupt, said he was not prepared for the proof, and said he wished to call the attention of the Court to the fact that an agreement had been entered into between the assignees of the bank and the bankrupt appointing an arbitrator, for the purpose of ascertaining the amount due from the bankrupt.

Mr. *Linklater* said that the amount of that debt, whether £60,000 or £70,000, was immaterial, and had no reference to the claim now tendered. The bankrupt had deposited a sum of about £600 with the arbitrator, who had power to direct its application on account of the claims of the bank.

Mr. *Bell* contended that the proof could not be admitted, and he had found no case on the subject.

Mr. *Linklater*.—To set the point at rest I will read the case of *Ex parte Marston* (4 Dea. 191), where a creditor of the Imperial Bank of England was permitted to prove under similar circumstances. In that case Sir George Rose said:—

"It cannot be denied that the question submitted to us in this petition is one of great importance, and that this, among many other cases, affords a melancholy proof of the danger of men engaged in commerce becoming partners in these joint-stock banking companies."

The COMMISSIONER.—Is the proof tendered solely for the purpose of voting in the choice of assignees?

Mr. *Linklater*.—Yes; and of entitling the creditor to the right of dissenting from the bankrupt's certificate, and to the benefit—not, however, likely to arise in this case—of a dividend out of the surplus after payment of the separate creditors.

Mr. *Bell* submitted that the official manager represented the body of creditors. He must contend that the interests of the body of creditors of the bankrupt being antagonistic to the interests of the assignees of the bank, it was not proper that the assignees should be appointed assignees under Mr. Brown's estate.

The COMMISSIONER asked Mr. Bell for some authority in support of his views.

Mr. *Linklater*.—As it is not convenient for the learned counsel to quote the authority of the Winding-up Act, I will do so for him. (Mr. *Linklater* then read the 58th section of the Winding-up Act, distinctly stating that the rights of creditors were not to be affected by the winding-up proceeding.)

Mr. COMMISSIONER said it was clear that the Winding-up Act never intended to diminish the rights of creditors. He would, therefore, admit the claim.

Mr. *Hampton*, solicitor, as one of the separate creditors of the bankrupt, said he was strongly advised that the case was one that was governed by the statute, and not by the common law. Mr. Roberts not having obtained a judgment against the official manager, the proof could not be admitted.

The COMMISSIONER.—Have you the opinion to which you have referred?

Mr. *Hampton*.—No; it has not been reduced to writing. I am told the Court of Queen's Bench has so decided. I am not prepared at present to say more than that there will be an appeal from its decision.

Mr. Roberts's proof was thereupon admitted.

Mr. *Lewis* then tendered a proof on behalf of the official manager for £1,500, for calls under the Winding-up Act.

Mr. *Tucker*, the bankrupt's solicitor, objected, unless the official manager first gave the bankrupt a release from an attachment.

A discussion arose whether the official manager had authority to give this release without the sanction of the Vice-Chancellor. Ultimately the official manager stated that he had the authority of the Vice-Chancellor to prove the debt, and that would have the effect of entitling Mr. Brown to his discharge.

The COMMISSIONER asked Mr. Linklater, as representing the assignees, whether he had any objection to the bankrupt's release?

Mr. *Linklater*.—No; because, in consequence of the official manager having proved his debt, Mr. Brown is entitled by law to his discharge. The bankrupt has given bail for his appearance by two sureties for £2,000 each to answer the informations preferred against him by the Attorney-General, and he will therefore be forthcoming for the trial.

The bankrupt's release was then ordered.

Mr. *J. Roberts*, of Uxbridge, was appointed trade assignee, and Messrs. *Linklaters & Hackwood* are the solicitors.

The reporter was informed that the appointment of Mr. Roberts would be appealed against, the choice resting solely upon parties who had been connected with the bank, not a single trade or private creditor of the bankrupt having proved against his estate. The bankrupt, who was present, and appeared to be in excellent health, was liberated in the course of the afternoon. The examination meeting is fixed for the 19th September, at twelve o'clock.

PRACTICE OF THE COURT.

(Before Mr. Commissioner FANE.)

The Welsh Potosi Mining Company (Limited).

This was the meeting to settle the list of shareholders or contributories. It appears that the Court has power to make a call beyond the amount of the shares, the company not having been registered under the Limited Liability Act until a few months ago, when the bulk of the debts had been contracted. A list of some sixty shareholders had been prepared by the official liquidator and the solicitor conducting the proceedings; and notice had been sent to each of these gentlemen, that, unless cause was shown to the contrary, they would be definitively placed on the list. Meantime this conditional list was published in one of the penny papers, the result being to inflict serious injury on several of the parties concerned. The matter was now brought before the attention of the Court.

Mr. *Harrison*, the solicitor under the proceedings, asked that the list might be settled in private, as great evils would result from a public proceeding. He understood that some party attending the Court had obtained the list and published it in the papers.

The COMMISSIONER.—I don't know how it can have been done. I have no recollection of any such document being tendered to me at all.

Mr. *Harrison*.—It was not tendered to you, but was merely brought here and filed with the proceedings.

The COMMISSIONER.—It seems to have been a little irregular to file it with the proceedings at all before some communication had been made to the parties. Would the Master in Chancery have allowed such a proceeding? I should like to see this document (it was handed up).

Mr. *Harrison*.—I followed the practice which has been hitherto adopted in Chancery.

The COMMISSIONER.—I see the form is for the gentleman who acts as solicitor to the official liquidator to make oath and say "that the schedule hereunto annexed contains a list of persons whom he thinks are contributories." Unless complete secrecy is enforced, both by the Court and by those having the conduct of the proceedings, there is nothing to prevent such a publication.

Mr. *Harrison*.—I always understood the rule of the Court to be that no person should see those proceedings.

The COMMISSIONER.—So it is.

Mr. *Plews*.—On the part of the shareholder whom I represent, as soon as the list has been gone through and settled, it will be my duty to ask for an investigation into the circumstances under which, out of 20,000 shares advertised as being issued, only 13,000 appear on the list. We wish to know what has become of the other 7,000 shares, also why the parties ventured to commence business and to spend £20,000 or £30,000, without having the proper amount of capital paid up. This is a company established on what is called the cost-book system; and I shall show that great mischief has been caused by their not following out that principle. Upon that system the purser of the company is required to lay before the shareholders, at the commencement of each month, an estimate of the cost of working the company for the ensuing month, and that amount is then to be provided. I shall ask your Honour (for you have the power to do it) to throw the consequences of this mismanagement on those who have been the authors of it.

The parties then retired, and the composition of the list was discussed in private.

CENTRAL CRIMINAL COURT.—*Aug.* 18.

(Before the COMMON-SERJEANT.)

CHARGE OF ABDUCTION.

George Richard Clarke, 33, was indicted under the statute known as the Bishop of Oxford's Act, for misdemeanor, in having by false pretences procured a girl named Elizabeth Harris, under 21 years of age, to have illicit connection with him. Another count in the indictment charged the defendant with the abduction of a girl under 16 years of age without the consent of her parents. There was also a count in the indictment which charged the defendant with having conspired with another person, named Rosa Bush, to procure the same act to be committed.

Mr. *Sleigh* conducted the prosecution. Mr. *Lawrence* was counsel for the defendant.

Elizabeth Harris, the prosecutrix, who was the principal witness, and who, although represented to be only 14 years old, presented the appearance of a girl considerably older, deposed to the facts of the illicit connection, and also declared that she was induced to consent to the prisoner's wishes by his representations that he would marry her on the following Monday. She admitted, however, that she had, in the first instance, stated that all that took place was done against her will, and that she resisted all she could.

In answer to questions put by Mr. *Lawrence*, she said that she had written several love-letters to the prisoner, and that they were indited for her by Rosa Bush. She also admitted that when her friends came to fetch her away from Nottinghill, she said that she was 17 years old, and that she could do what she pleased.

In order to support the count in the indictment which charged the offence of the abduction of a girl under 16 years of age without the consent of her parents, the mother of the prosecutrix was examined, and she said she believed her daughter was 14 years old this August, but she could not state in what year she was born, as she was very ill at the time.

An elder sister of the prosecutrix was also examined, and she said that she believed that her sister was only 14, but she was also unable to say what year she was born in; and on being cross-examined, she did not appear to be able to speak with any certainty as to the ages, or even the names of some of her brothers and sisters, and she differed materially from her mother with regard to the number of children that were born before and after her sister Elizabeth.

Mr. *Lawrence* contended that there was no evidence to support the first count of the indictment as to the false pretences; and, with regard to the count charging the abduction of a girl under 16 years of age, urged that there was no evidence upon which they could rely to show that the prosecutrix was under that age.

The jury, after a short deliberation, convicted the prisoner upon the count charging the false pretences, and acquitted him upon the one which charged him with the abduction of a girl under 16 years of age.

The prisoner was at once called up for judgment, and the Common-Serjeant having observed upon the gross immorality and misconduct of which he had been guilty, sentenced him to 12 months imprisonment, with hard labour.

INSOLVENT DEBTORS COURT.

This Court will sit again for bail cases on Friday week, the 28th instant. On the last occasion fourteen were liberated on sureties till their hearing, and considering the number of persons in prison for debt, and about to petition, a larger number is expected on the next occasion. A person has lately petitioned the court whose examination some time ago created quite a sensation before the Lord Mayor, for alleged forgery at the Cape of Good Hope. He has petitioned as "Woolf Levy," otherwise "Montefiore." He has also been known as Langfield.

Mr. Edwin James, Q. C., as counsel for the plaintiff in an action for criminal conversation at the late Surrey assizes, referred to the conduct of Mr. Gladstone in the case of the Newcastle divorce. Mr. Gladstone, in his place in the House of Commons, adverted to the statements of Mr. James, and indignantly denied them. Mr. James replies in a letter in the public paper, in which he says, that he was wrongly reported, adding,

"The sentiment which I intended to convey to the jury was, that a man of the highest position, and the most unsullied honour, might, from feelings of friendship and from the most sincere motives, lend his assistance to another in procuring the evidence essential to obtain a separation from a wife who had dishonoured him, and who, he believed, was no longer worthy to bear his name. Since my return to town, I have read the testimony given by you in support of the Bill in the House of Lords, and which, I think, justifies the statement which I made in the course of my address to the jury."

Mr. James concludes by requesting that his letter should be read to the House of Commons. Mr. Gladstone refuses to read a "document, the most material part of which I could read only to question and contradict."

The *Globe* of Thursday night says: "Although by no means a matter of certainty, we believe it is most probable that the session of Parliament will be brought to a close on Tuesday next. Her Majesty will not, as has been erroneously stated, prorogue Parliament in person. The royal speech will be delivered by commission, and a privy council will be held on Monday next for the purpose of settling its contents."

Mr. Finchett-Maddock, town clerk of Chester, has resigned his office, in consequence of extreme deafness, and Mr. John Walker has been temporarily appointed in his place.—*Liverpool Albion.*

The Chief Justiceship of New Zealand has been conferred (according to the *Hampshire Chronicle*) upon Mr. Arney, Barrister-at-Law, Recorder of Winchester.

Sir Fitzroy Kelly, M.P., whose health has suffered from the severe pressure of his parliamentary and professional duties, has left England for Germany.

Judge Tyrrell, of the Exeter County Court, has given himself a month's *congé*, having married his fourth wife, to the great admiration of the legal profession. Mr. Jerwood, the barrister, judges for his Honour in his absence; and, from his experience and acceptability on many former occasions, will, no doubt, give as much satisfaction as his Honour himself.—*Western Times.*

Michael Henry Gallwey, Esq., is appointed Attorney-General for the colony of Natal; and Charles Watters, Esq., Solicitor-General for the province of New Brunswick.

In the Bankruptcy Court, owing to the severe indisposition of Mr. Commissioner Fonblanque, the registrar, Mr. Hazlitt, presided at the last two sittings of the Court. Mr. Hazlitt was assisted by Mr. Winslow. The learned gentleman confined his attention to the transaction of *pro formâ* business.

THE BANKRUPT AND INSOLVENT LAWS.

We heartily concur with the leading members of the commercial and trading communities, with the higher grades of the legal profession, and with, we may add, every disinterested person of intelligence who has examined the subject, that the laws of bankruptcy and insolvency require much revision.

There is one part of the necessary reformation which ought to be at once proceeded with. Its accomplishment is not beset by any very formidable difficulties, and is urgently demanded by justice and humanity. We, therefore, hail with satisfaction the intimation made by Sir George Grey to the House of Commons, on Wednesday, in reply to a question of Mr. Hadfield, to the effect that "Government had under their consideration a measure to abolish imprisonment for debts contracted without fraud." We only regret that with that intimation Sir George Grey coupled the statement that he "would not give any positive promise that such a Bill would be brought forward next session."

An "Imprisonment for Debt" measure was introduced in February, into the last Parliament, intituled a "Bill to amend the law of imprisonment for debt, to extend the remedies of creditors, and to punish fraudulent debtors." The spirit of the Bill was to prevent the committal to, and detention in, prison of non-criminal debtors, and to save to the nation the immense annual expense entailed upon it for the maintenance of the apparatus by which is accomplished this systematic violation of the first principles of natural justice and of the British Constitution. Without entering critically into its merits and demerits, we say, that the Bill, as it now exists, is a sound stock upon which a good law may be formed.

There is another point in the Bill of pressing urgency. At present there is no limit to the number of times of imprisonment for the same debt under the County Courts Acts. For small debts to provision-shops it is no uncommon occurrence for respectable artisans and others, though bravely struggling to maintain their families, to be sent again and again to the demoralising atmosphere of Whitecross-street and Horsemonger-lane Gaols. The creditor gains nothing but revenge. In existing circumstances something to the following effect ought to be law:—

"After the commencement of this Act, no judge of a county court shall possess power to commit a defendant to prison, under the provisions of the County Courts Act oftener than *twice* upon any judgment obtained by one and the same creditor, or for one and the same debt, where such debt shall not exceed £20," &c. &c.

Recent inquiries have established the fact, that a large proportion of debtors are now detained virtually, not by the creditors upon whose suits execution was nominally issued, and by whom they are nominally kept in prison, but by the solicitors of the detaining creditors for the sake of their own costs. In fact,

crowds of debtors are hurried to prison by attorneys for the sake of costs. Such debtors can generally emerge by paying costs, and without paying any part of the original debt. The law was never intended as a means of providing "costs" for disreputable practitioners.—*Abridged from the Morning Post.*

THE DIVORCE BILL.

In spite of the persevering hostility of many opponents, the Divorce Bill, the success of which for some days past has trembled in the balance, is now fortunately become certain and assured. Backed by large majorities, the Government might, at its pleasure, have defeated all opposition, and passed the Bill precisely in the shape in which it had been sent down by the Lords. Instead of adopting this course, objection has been met by conciliation, and, in many important particulars, judicious concessions have been made, which materially improve the general complexion of the measure. It is well known that nine thousand clergymen of the Church of England, influenced no doubt by the highest and most conscientious motives, have signed a protest, declaring that they will not solemnise such marriages. In this state of circumstances two courses were open to the Government—either to coerce the consciences of those reverend gentlemen, by subjecting them to penalties for disobedience to the law, or to exempt them from an obligation the performance of which they considered to be opposed to the Divine command. The Government, after mature deliberation, determined to adopt the latter alternative; and, as the Bill now stands, no clergyman of the Church of England will be liable to "any suit, penalty, or censure for refusing to solemnise the marriage of any person whose adultery has been the ground of the dissolution of his or her marriage." It was further stated, that at a future stage a proviso would be introduced to enable some clergymen to perform the ceremony in those cases in which the rector or vicar of the parish, from conscientious scruples, objected to solemnise the marriage. It has been contended that persons guilty of the crime of adultery should, as a portion of their penalty, be compelled to be married before the superintending registrar. The *Attorney-General*, however, proposes that in cases of adultery the petitioner shall be enabled to obtain damages to be assessed by a jury, and that those damages shall be applied at the discretion of the judges of the new Court of Divorce. The wife will be a necessary party to all proceedings taken under the Bill, and therefore she will not for the future be in the truly unfortunate and unprotected position to which the law now condemns her.—*Abridged from the Morning Post.*

Legislation of the Year.

20 VICTORIA,* 1857.

CAP. L.—*An Act to amend the Act for limiting the Time of Service in the Royal Marine Forces.*

In the year 1847 it was thought expedient to amend the system of marine enlistment then in use; and, by 10 & 11 Vict. c. 63, it was accordingly enacted that no person should be enlisted in that force for a longer term than twelve years. The same statute also contained a provision enabling the recruit to re-engage himself for a further term of the same length during the last six months of the first engagement, or after its termination; and also enabling him, if during the last three years of his first engagement he should be ordered on foreign service, to re-engage himself, before embarkation, for such period as should complete a total service of twenty-four years.

These provisions were so construed as to prevent any person from being enlisted as a marine for a *less* period than twelve years. And the present Act so far alters them as to allow enlistments for *any* term not exceeding twelve years, and re-engagements for any term authorised by the Admiralty, and subject to the approbation of the commanding officer—provided the term for which the recruit is re-engaged, with the term of his service under his first enlistment, do not exceed twenty-one years.

CAP. II.—*An Act to facilitate the Appointment of Chief Constables for adjoining Counties, and to confirm the Appointment of Chief Constables in certain cases.*

By 41 Geo. 3, c. 78, magistrates are empowered to appoint *special* constables to execute warrants on particular occasions; and by 1 & 2 Will. 4, c. 41, and 5 & 6 Will. 4, c. 43, such special constables may also be appointed in default of the requisite number of ordinary officers, when tumults, riot, or felony has taken place, or may reasonably be apprehended.

Out of this class of constables a system of *county* police was engrafted in the year 1839, by 2 & 3 Vict. c. 93; by which Act the justices of any county were permitted to make a report to the Secretary of State that the ordinary officers of the county were not sufficient for the preservation of the peace therein, and the protection of the inhabitants; and, on this report being approved, the expenses of the county constables to be thereupon appointed under that Act were to be defrayed out of the county rate. And by that Act, and a subsequent one passed for its amendment (3 & 4 Vict. c. 88), a *chief* constable was allowed for each county with a constabulary under their provisions. The system first established by these statutes was made *compulsory* upon the justices of every county by the Act of last year (19 & 20 Vict. c. 69); which enacted, that, in every county where, under the two previous Acts, a constabulary for the whole county had not been established, the justices at quarter sessions should proceed to establish the same; and, that, in every county where it had been already established in part, they should establish it for the residue of such county.

The present Act is to meet the case of two or more adjoining counties. Under the 2 & 3 Vict. c. 93, the same person might be appointed chief constable for such counties if the justices thereof, in general or quarter sessions assembled, mutually agreed to join in the appointment. By the present Act (s. 2) the justices of any single county, in general or quarter sessions, may appoint a person to be chief constable of their own or of any part of their own county, although he may also be chief constable of any adjoining county or counties, or of any part thereof. But there is a proviso that the justices of each county, in such sessions, shall declare their consent that the office in their appointment may be held by such person together with such other office or offices.

The Act also confirms some appointments already made, as to the validity of which doubts had been entertained.

CAP. III.—*An Act to confirm certain Provisional Orders of the General Board of Health applying the Public Health Act, 1848, to certain Districts; and for altering the Constitution of certain Local Boards.*

This is one of the Acts rendered necessary by that provision in the 11 & 12 Vict. c. 63, which requires that an order of the General Board of Health for that statute to be made applicable to a place from which there is no petition for that purpose, or in which any local Act for paving, cleansing, &c., is in force,—should be confirmed by Act of Parliament. It differs in no material respect from other Acts which have been passed for this purpose, such as the 15 & 16 Vict. c. 42, and c. 69.

CAP. VI.—*An Act to reduce the Rates of Duty on Profits arising from Property, Professions, Trades, and Offices.*

It is provided by this Act, that, for the year commencing April 5, 1857, there shall be charged (in lieu of the rates of duty now in force) the reduced rate of sevenpence in the pound, subject to a further reduction of the present rates, in the proportion that the rate of sevenpence bears to the rate of one shilling and fourpence, in the several cases mentioned or referred to in 18 & 19 Vict. c. 20, s. 2—viz. where any less rate or duty than one shilling and twopence in the pound of the annual value or amount of any property, profits, or gains, is chargeable under the Acts relating to the income tax; or where, under those Acts, any relief, or abatement, or deduction is directed to be given, made, or allowed, after any rate therein specified.

CAP. X.—*An Act to continue certain Temporary Provisions concerning Ecclesiastical Jurisdiction in England.*

In the year 1836, an Act was passed (6 & 7 Will. 4, c. 77) to carry into effect the reports of the Commissioners appointed in 1835 to consider the state of the Established Church in England and Wales, with reference to ecclesiastical duties and revenues, so far as they relate to episcopal dioceses, revenues, and patronage. This statute (which established the "Ecclesiastical Commissioners," and authorised many alterations in the arrangement of dioceses and the ecclesiastical system in general) contains a provision (s. 20), that, as it might be expedient to consider the state and jurisdiction of all the ecclesiastical courts in England and Wales, no order in council made according to the machinery authorised by that Act for carrying out the schemes of the Commissioners, should, for one year after the passing of the Act, affect the jurisdiction, power, or authority of any of the ecclesiastical courts then existing, or the

* This session commenced February 3, 1857.

extent or limits thereof. And (s. 22), that, during the same period, no order in council should be construed to alter in any respect the law of *bona notabilia*, or (s. 23) the grant of marriage licenses. Moreover, by s. 24, power was given, during the same period, to every ecclesiastical court in which any proceedings shall be had, to send for and enforce the production of all original instruments and documents relating to such proceedings, by whatever ecclesiastical authority the same may have been issued. These temporary provisions have been continued from time to time by different Acts; and by this Act are now further continued till the end of next session.

Cap. XIII.—*An Act for Punishing Mutiny and Desertion, and for the better Payment of the Army and their Quarters.*

This is the annual Mutiny Act; and the only particular respecting it requiring notice is, that, by the 21st and 22nd sections, the offender, in certain cases, may be adjudged to be transported for life, or for a term of years. These provisions, however, must be read in connection with the general Act of the present session, 20 & 21 Vict. c. 3, by which it is enacted, that, after the passing thereof, no sentence of transportation shall be pronounced—that of penal servitude being in all cases substituted. The same remark applies to ss. 23, 24, and 25 of the following Act (20 Vict. c. 14) for the regulation of the marine forces while on shore.

Recent Decisions in Chancery.

Legitimacy—Conflict of Laws—Inheritance Act.

In re Don's Estate, 5 W. R. 836.

This petition raised in a new shape the question decided by the House of Lords, after two elaborate arguments, in *Birtwhistle* v. *Vardell* (9 Bligh, N. S. 32; 7 Cl. & Fin. 895). That decision was based on the old law of inheritance; and on the present occasion it was unsuccessfully contended that the Inheritance Act had indirectly operated so as to render the principle affirmed by the House of Lords no longer applicable. The question in *Birtwhistle* v. *Vardell* was, whether a son born of Scottish parents before marriage was legitimated by their subsequent marriage in Scotland in such a sense as to be capable of inheriting lands in England. The opinion delivered by the judges was in substance to the effect that the son being legitimate by the law of Scotland, his legitimacy, as a matter of personal *status*, ought by the comity of nations to be governed in all countries, and would by the law of England be governed by the Scotch law, and that consequently the son must be regarded as legitimate in England. But the rule of inheritance in England, as settled by the Statute of Merton and many authorities, was, not that the eldest lawful son should inherit, but the eldest son born in lawful wedlock. Consequently, by our law, two conditions must be satisfied to entitle a son to inherit—first, he must be the eldest legitimate son; secondly, he must be born in lawful wedlock. The succession to English land was a matter to be decided exclusively by the English law, although it would import foreign law so far as to determine whether the son were legitimate or not; and as the son in the actual case satisfied the first condition of English inheritance, but not the second, which required that he should have been born in lawful wedlock, it followed that he was not entitled as heir to English land. This distinction is perfectly intelligible, whether it be or be not consistent with general principles of international law. It was adopted by the House of Lords, notwithstanding the able and, we think, unanswerable arguments of Lord *Brougham*. He urged that there were the same reasons for appealing to the foreign law to decide what was "lawful wedlock," as for applying it to test the question of bastardy or legitimacy as a matter of *status*; and that the English courts must, to be consistent, decide by the foreign law the question whether a person was born in lawful wedlock where the doubt arose, not from the birth being ante-nuptial, but from some question as to the capacity of the parents to contract a marriage. By the law of Scotland, the claimant was born in lawful wedlock, and, consistently with the rules of international law, must be held to have been so born by our courts, and therefore to have fulfilled both conditions of inheritance, even supposing that the two alleged conditions were anything more than two ways of stating the single maxim that the eldest legitimate son should inherit. These arguments, however, did not prevail, and the son was held not to be entitled to the English estate. The rule established by this judgment is confined to land; and, as Lord *Brougham* observed, it is staggering to be told that the same person is a bastard when he comes into one court to claim land, and legitimate when he resorts to another to claim a personal succession; and that even the same court of equity must view him as both bastard and legitimate in respect of a succession to the same intestate.

In the case of Mr. Don, before V. C. *Kindersley*, the principles laid down by the House of Lords were of course not impugned, but the argument raised was, that the Inheritance Act had cut away the ground for such a decision in all cases where the succession took place after the passing of the statute. In this case it was the father claiming as heir to a son who had been born under circumstances precisely similar to those in *Birtwhistle* v. *Vardell*. The 6th section of the Act (3 & 4 Will. 4, c. 106) makes a lineal ancestor capable of being heir "to any of his issue." It was not denied that issue must be limited to legitimate issue, but the son was, consistently with the decision of the House of Lords, to be regarded as the legitimate issue of his father; therefore, by the express words of the statute, his father could inherit from him. The only way of escaping this conclusion was to hold that the word issue must be construed, not merely as confined to "legitimate issue," but as still further narrowed to "inheritable issue," who by the rule of the House of Lords are not co-extensive with the former. The Vice-Chancellor adopted this view, and held that the father could not inherit, although it necessitated his overruling a decision pronounced by himself when a Master of the Court. This, at least, is clear, that it was not the intention or object of the statute to alter the principles laid down in *Birtwhistle* v. *Vardell*, or to enable a father to inherit from a son who could not have inherited from his father. The words of the statute, however, required some straining to extract this decision from them, and the case may perhaps be regarded as one illustration more of the difficulties which have been occasioned by a departure from the simple rule of deciding legitimacy for all purposes by the criterion of the same law.

Married Woman's Separate Estate—Notice.

Dawson v. *Prince*, 5 W. R. 813.

This is a case which, at first sight, appears to introduce an anomaly into the law of courts of equity with respect to notice; for a defendant was compelled to bear the loss of a fraudulent transaction on the ground that he had notice, although, at the same time, the Court expressly declared that he had no knowledge, and had acted with perfect *bona fides*, and without negligence. The facts were, that a bill made payable to a married woman was indorsed by her husband in her name as well as his own, and discounted with the defendant. The bill had been remitted as part of the married woman's separate estate, and, the husband having absconded with the money received from the defendant for the bill, the indorsee was restrained from suing the acceptors, who were ordered to pay the amount of the bill to the wife. The principle of the decision seems to have been this:—In the first place, the married woman being payee, and the fact of her marriage being known to the indorsee, he was held to have notice that the bill was for her separate estate. If, therefore, he had taken the husband's indorsement alone, which would have been sufficient to enable him to sue in a court of law, he would have been restrained on the ground of his constructive notice of the wife's interest. In fact, he took an indorsement in the name of the wife also; but, as that ultimately turned out to be a forgery, it passed no title whatever, and left the indorsee in the same position as if he had only had the husband's signature, in which case, being affected with notice, he would, as a matter of course, be restrained from enforcing his legal rights adversely to the wife. In this view the case will be seen to be consistent with the established rules in respect to constructive notice.

Solicitor's Lien on the Proceeds of a Suit—Common Law Procedure Act—Attachment.

Sympson v. *Prothero*, 5 W. R. 814.

No rule is better established than the right of a solicitor to a lien for costs on funds recovered by his exertions in an action or suit. In *Sympson* v. *Prothero* an attempt was made to deprive a solicitor of this right, on the ground that the money coming to his client had been attached under the garnishee clauses in the Common Law Procedure Act. The suit was therefore brought to establish the lien. Messrs. Sympson had acted as the attorneys for the defendant Phelps, who was plaintiff in an action against the executors of a Mr. Prothero, and had also acted for him in an injunction suit arising out of the same matter. By an order in the suit, Prothero's executors were ordered to pay a sum of £500 to Phelps, and a further

sum of £100 for Phelps' costs at law. On Jan. 20, 1857, the plaintiffs served Prothero's executors with notice of their lien on the sums ordered to be paid. Subsequently, a judgment creditor of Phelps obtained an order against Prothero's executors as garnishees under the Common Law Procedure Act, to pay the £600 to him; and the defendants in this suit contended that the order was absolute, and that it ousted the lien of Messrs. Sympson. V. C. *Wood*, however, said that this money, having been ordered to be paid to Phelps, who was indebted to the plaintiffs, his attorneys and solicitors, the subsequent charging order could not affect their lien, inasmuch as they had previously given notice to the parties by whom the money was to be paid. His Honour added, that he should greatly miscarry if he did not look at how the fund had been recovered, and allow the plaintiffs to have their reward out of the fruits of the proceeding. The injunction suit must be regarded as part of the defence to the action, and the plaintiffs were entitled to their lien for their costs both in the action and the suit.

TRUSTEE RELIEF ACT—COSTS ASKED AGAINST TRUSTEE, AND REFUSED.

In re Bendyshe, 5 W. R. 816.

This case adds one more to the number of those where trustees have been charged with a wanton and vexatious payment of trust-money into court, and where costs have been applied for against them in consequence. The ground on which the money was paid in was, that it belonged to a married woman, and that some agreement for a settlement had been come to, which was abandoned, and the husband and wife afterwards applied to the trustee for payment of the money to them. The trustee under these circumstances declined to pay the money, and the Court, though holding that there was no binding agreement for a settlement, nevertheless considered the trustee justified, and gave him his costs out of the fund. His Honour, at the same time, stated, that, beyond all doubt, if a trustee from caprice or obstinacy, and not acting honestly and truly as a trustee should do, put the *cestuis que trust* to expense by refusing to act unless compelled by the Court, the Court would make him pay the costs; and that the doubt as to the jurisdiction to order payment of costs against a trustee under this Act had been removed by a recent decision. See *Re Woodburn's Will* (noticed *ante*, p. 536), which was a case of oppression of a very different character from the present.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT OF THE COUNCIL.—*June* 23, 1857.

I. *Alterations in the Law and Practice in the last Session of Parliament.*

It may be convenient, according to the usual course at the Annual Meetings, to notice briefly the principal measures which were passed during the last session of Parliament, and which were taken into consideration during their progress by the Council, so far as the proposed enactments related to the practice of the courts, or the duties to be performed by solicitors on behalf of their clients.

1. The Leases and Sales of Settled Estates Act, 18 & 19 Vict. c. 120, by which the jurisdiction of the Court of Chancery has been enlarged, for the purpose of affording relief in a large class of cases relating to settled estates. The parties interested in such property are thus enabled to make arrangements for their mutual benefit, in cases which, from the moderate amount of the property, did not justify an application to Parliament.

2. The Intestates Personal Estates Act, 19 & 20 Vict. c. 94, is also a beneficial measure by which the special customs in the cities of London and York, and other places, have been abolished, and this branch of the law has been rendered uniform.

3. In this department may also be classed the Drafts on Bankers Act, 19 & 20 Vict. c. 25, enabling the drawers to limit the payment of crossed cheques, thereby rendering more secure the payment of money to the right parties.

In the advantages resulting to the public from these measures, the members of the profession in some degree participate, either by the increase of business, or by the removal of difficulties or responsibilities in transacting it.

4. A further extention of the jurisdiction of the county courts was effected by the 19 & 20 Vict. c. 109. Actions may now be tried in these courts, even on questions of title, to any amount by consent, and without consent when reduced by set-off under £50. Summonses may be issued against persons out of the jurisdiction where the cause of action arose within it. If the sum in question be above £20, the defendant must give notice of his defence; and where the judgment exceeds £20 the plaintiff's consent is requisite to an order for payment by instalments. No costs on a judgment by default under £20 in the superior courts are allowed unless by order of the judge*.

The metropolitan county courts are now deemed one district, and summonses may be issued either in the plaintiff's or the defendant's district. On issuing a *certiorari* to a superior court, security must be given for the amount claimed and costs. Amendments have also been made in proceedings by mandamus and prohibition. The provisions of the Bills of Exchange Summary Procedure Act are made applicable to the county courts. The scale of costs in these courts is now authorised to be settled, with the Lord Chancellor's approval, by five of the county court judges, instead of, as previously, by the judges of the superior courts; and where the taxation is between attorney and client, and costs are claimed beyond the scale, the consent of the client must be proved in writing. Such is an outline of the further steps in advance made by these courts, which, bearing the name of county courts, were by the first Act of 1846 expressly described as "small debt courts."

It may not be immaterial here to remind the profession, that, in the City of London Small Debts Act, 15 Vict. c. 77, there are two sections—119 and 120—which are inconsistent; the one compelling a plaintiff to bring all actions up to £50 in the City Court, the other limiting it to £20; and notwithstanding this inconsistency, the Court of Common Pleas, in the case of *Castrique* v. *Page*, 13 Common Bench Reports, p. 458, decided that the 119th section was not repealed by the 120th, and the plaintiff loses his costs absolutely unless the judge certifies under the 121st section that there was sufficient reason for bringing the action in the superior court. It is therefore proposed that the 119th section of the City Act should be repealed, and the powers of that Act assimilated to the jurisdiction of the other courts for the recovery of small debts.

5. The Joint Stock Companies Act, 19 & 20 Vict. c. 47, comprises the important enactments relating to the limited liability of the partners or shareholders in a large class of such companies, and provides special regulations for their management, with safeguards in their practical operation and the security of their creditors. This alteration in the law was mentioned in the speech from the Throne as one which would afford additional facilities for the advantageous employment of capital, and thus tend to promote the developement of the rescources of the country.

6. The Mercantile Law Amendment Act, 19 & 20 Vict. c. 97, effected several alterations; amongst which were the protection of the title to goods before they have been actually seized or attached under a writ against the vendor, and as to the specific delivery of goods sold. It abolishes the necessity of stating in writing the consideration for a guarantee; and gives to a surety, who discharges the liability, a right to an assignment of all securities held by the creditor. It also contains several provisions relating to the limitation of actions, especially where there are joint debtors, some of whom are abroad, and as to part payment by one of several contractors. Provisions are also made regarding the acceptance of inland and foreign bills, and the claims for the repair of ships.

7. The Foreign Evidence Act, 19 & 20 Vict. c. 113, provides for taking evidence in relation to civil and commercial matters pending before foreign tribunals.

8. The Stamp Act, 19 & 20 Vict. c. 81, relates to the articled clerks of attorneys, enabling the £80 stamp duty on articles to be paid at any period during the clerkship, subject to a penalty proportioned to the time when the tax may be paid.

9. The Counties and Boroughs Police Act, 19 & 20 Vict. c. 69, which was long under the consideration of Parliament, is also noticed in the Queen's Speech as adding to the security of persons and property, and affording increased encouragement to the exertions of honest industry.

(*To be continued.*)

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The last meeting of the Managing Committee before the vacation was held on the 12th inst.

* By a rule of all the common law courts, if judgment be signed by default, the plaintiff having given notice on the writ, may apply to a judge for his costs; and if, before judgment, the defendant does not give notice that he intends to oppose, the judge will sign his name on the writ, which operates as an order for costs, and thus the expense of summonses and judge's orders is saved.

The Secretary read the following note from E. W. Cox, Esq., dated the 20th July:—"Mr. E W. Cox presents his compliments to Mr. Shaen, and begs to say, that, in accordance with the recognised practice, any communications for the Editor of the *Law Times* must be addressed to that personage, and not to Mr. Cox;" and reported, that, on the 23rd July, in acknowledging the note, he expressed his regret that the intimation had not been given to him in reply to his letter of the 21st May last, then nine weeks ago, adding, that the committee could not suppose that they were guilty of any irregularity in addressing the Editor of the *Law Times* personally, seeing that in more than one subsequent number of the *Law Times* their previous letters, which were addressed "E. W. Cox, Esq.," were mentioned as if duly received by the Editor.

The Secretary also reported that no other communication had been received from the Editor of the *Law Times*, and that the names of the two members of the Association whom he desired to place upon the Committee of Investigation proposed by himself, and agreed to by the Managing Committee last May, had not been furnished.

The Secretary read the draft of a proposed circular to the profession at large with reference to the charges made by the Editor of the *Law Times*, and the course pursued by him, and it was resolved that the circular be referred to a sub-committee to be settled.

The Assistant-Secretary read a prospectus of the "National Association for the Promotion of Social Science," received from the Secretary of the Law Amendment Society, who stated that he would feel obliged for any assistance the Managing Committee could afford in carrying out the objects of that Association.

The prospectus stated that the first annual meeting of the National Association would be held at Birmingham, on the 12th of October and four following days, under the presidency of Lord Brougham; and it enumerated the topics on which papers would be received—Jurisprudence and the Amendment of the Law forming the first department of the Association.

The committee resolved to bring the subject before the Metropolitan and Provincial Law Association at their annual provincial meeting at Manchester.

The Assistant-Secretary submitted a proof circular announcing the provincial meeting of the Association at Manchester, on the 7th and 8th of October, and the following list of subjects to be suggested to the members for discussion at the meeting, and on which it was desirable to obtain papers:—

1. Whether the expenses of the Civil Judicial establishments should be borne by the country or by the suitors. 2. Professional Remuneration—Law of Costs. 3. Whether the County Courts should be retained as Small Debts Courts, or whether they should be made Courts of First Instance with unlimited jurisdiction; and the superior courts retained solely as Courts of Appeal. 4. The appointment of a Minister of Justice. 5. Whether a union of the two branches of the legal profession would be desirable and advantageous. 6. Suggestions for improving Legal Education. 7. Schemes of Land Transfer. 8. Business in the Chancery Offices. 9. The Statute Law Commission. 10. The Office of Trustee. 11. Bankruptcy Administration. 12. The Property of Married Women. 13. Courts of Marriage and Divorce. 14. Courts of Probate. 15. Grand Juries. 16. Corrupt Practices at Elections. 17. Law of Libel —The expediency of extending the privilege now enjoyed by reports of Courts of Justice to reports of proceedings in the Houses of Parliament and other assemblies. 18. The Duties of Coroners with regard to holding Inquests, considered with reference to their adaptation for the promotion of the ends of public justice.

The circular and list of subjects were approved.

The Assistant-Secretary reported that he had seen Mr. Malins, M.P., and also Lord Monteagle, with reference to an amendment suggested by the committee in the Bill to enable married women to dispose of their reversionary interests in personal estate.

The Bill, as passed by the House of Commons, and sent up to the House of Lords, gave a married woman the power of disposing of any reversionary interest in personalty devolving on her otherwise than by marriage-settlement; and it appeared to be comprehensive enough to include reversionary interests, where subject to a restraint on alienation. The committee had, therefore, proposed an amendment to exclude from the operation of the Act any reversionary interest to which a married woman might be entitled by deed or will under which she should be restrained from alienating.

The Assistant-Secretary reported that Mr. Malins and Lord Monteagle had received the suggestion of the committee with great courtesy, and that his Lordship had promised that the amendment would be embodied in the Bill when in committee.

The committee having received numerous complaints of the delays in transacting business in the offices of the taxing-masters and chief clerks of the Court of Chancery, Mr. Malins, at their request, moved for and obtained an order of the House of Commons for a return of all appointments made before the Masters and Chief Clerks with respect to proceedings between the 1st June and 1st July, 1857. This return, it is hoped, will enable the committee to offer some suggestions for facilitating the dispatch of business.

The Trustees' Relief Bill, as amended, was considered, and the Bill was reported as having passed the Lords, and been sent to the Commons.

The consideration of Lord Brougham's Bankruptcy Bill, based to some extent upon the resolutions of the Mercantile Law Conference held by the Law Amendment Society in January last, was postponed.

Some remaining business, referring to the vacation operations of the Association, was then disposed of, and the committee adjourned till the 11th of November next.

PUBLIC EXAMINATION.—Michaelmas Term, 1857.

Rules for the Public Examination of Candidates for Honours or Certificates, entitling Students to be called to the Bar.

An examination will be held in next Michaelmas Term, to which a student of any of the Inns of Court who is desirous of becoming a candidate for studentship or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs, on or before Thursday, the 22nd day of October next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Thursday the 29th day of October next, and will be continued on the Friday and Saturday following.

It will take place in the Benchers' Reading Room of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed fer the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Thursday morning, the 29th October, at half-past nine, on Constitutional Law and Legal History; in the *afternoon*, at half-past one, on Equity.

Friday morning, the 30th October, at half-past nine, on Common Law; in the *afternoon*, at half-past one, on the Law of Real Property, &c.

Saturday morning, the 31st October, at half-past nine, on Jurisprudence and the Civil Law; in the *afternoon*, at half-past one, a paper will be given to the students including questions bearing upon all the foregoing subjects of examination.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects as those already marked out for the examination by printed questions, except that on *Saturday afternoon* there will be no oral examination. The oral examination of each student will be conducted apart from the other students; and the character of the examination will vary according as the student is a candidate for honours or a studentship, or desires simply to obtain a certificate. The oral examination and printed questions will be founded on the books below mentioned; regard being had, however, to the particular object with a view to which the student presents himself for examination. In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the bar, the examiners will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate. Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship, but only at one of the three examinations immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship, his name shall not appear in the list. Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The Reader on Constitutional Law and Legal History proposes to examine on the following subjects:—

He will expect the candidates for honours in the ensuing examination to possess a general knowledge of the leading events of English history. He will expect them to be thoroughly acquainted with the chapters in *Hallam's Constitutional History* which treat of the reigns of Elizabeth, of the Stuarts, of King William, and Queen Anne; with the first volume of *Lord Clarendon*; with *May's History*; with so much of *Rapin* and *Tindal*, or *Belsham*, or *Macaulay*, and *Somerville*, as relates to those reigns; and with *Bishop Burnet's Memoirs of his Own Times*. He will expect them to be acquainted with the history of the law of real property, as given in Lord St. Leonards preface to *Gilbert on Uses*; and the law of treason and the law relating to the press; and with the most important State Trials during the time that has been mentioned. The candidates for a pass will be required to answer general questions in English history, and to be well acquainted with the history of the reigns of Elizabeth, Charles I., and Charles II.; with the events of the Revolution, and with the reign of Anne. They will be expected also to show a competent knowledge of the State Trials during the reigns of the Stuarts and Queen Anne.

The Reader on Equity proposes to examine in the following books:—

1. *Smith's Manual of Equity Jurisprudence; Mitford on the Pleadings in the Court of Chancery.* Introduction; chapter 1, sec. 1 and 2; chapter 2, sec. 1; chapter 2, sec. 2, part 1 (the first three pages); chapter 2, sec. 2, part 2 (the first two pages); chapter 2, sec. 2, part 3, chapter 3. *The Act for the Improvement of the Jurisdiction of Equity*, 15 & 16 *Vict. c.* 86.
2. The Cases and Notes contained in the first volume of *White and Tudor's Leading Cases*; and the Cases of Wilcocks *v.* Wilcocks, Blandy *v.* Widmore, Howe *v.* Earl of Dartmouth. Aldrich *v.* Cooper, Silk *v.* Prime, Row *v.* Dawson, and Rees *v.* Berrington, in the second volume, with the Notes on those Cases.

Candidates for certificates of fitness to be called to the bar will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for a studentship or honours will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property proposes to examine in the following books and subjects:—

1. *Joshua Williams on the Law of Real Property*; the same author *on Personal Property.*
2. *The Statute* 8 & 9 *Vict. c.* 106.
3. *The Bankrupt Law Consolidation Act*, 1849 (12 & 13 *Vict. c.* 106), *Divisions* 2, 3, *and* 6; *and the Notes to those Divisions in Shelford's Work on Bankruptcy.*
4. *The Lien of a Vendor for Unpaid Purchase Money*; Mackreth *v.* Symmons, 15 Vesey, 329, and the Notes to that Case: *White and Tudor's Leading Equity Cases*, 194—222.
5. *The Law of Escheat and Forfeiture*; The Attorney-General *v.* Sir George Sands, Hardre's Reports, 488, and the Notes to that Case in Tudor's Leading Cases in Conveyancing, 617—741.

Candidates for honours will be examined in all the foregoing books and subjects, and candidates for a certificate, in those under heads 1, 2, and 3.

The Reader on Jurisprudence and the Civil Law proposes to examine candidates for honours in the following subjects:—

1. The Elements of the Roman Law of Conventional Obligations; *Mackeldey's Systema Juris Romani hodie Usitati*, lib. ii. sec. 2, cap. 1 (edition of 1847, pp. 362—428).
2. Principles of General Jurisprudence with reference to Rights and Duties, their relation to each other, and their modifications. *Lindley's Introduction to the Study of Jurisprudence.* Part ii. chapter 1, pp. 52—98.
3. Absolute International Rights of States. *Wheaton's Elements of International Law.* Part ii.

Candidates for a certificate will be examined in—

1. The *Institutes of Justinian*, Book iii. (beginning with Title xiii.), and Book iv., together with the Notes in *Sandars's* edition.
2. Absolute International Rights of States. *Wheaton's Elements of International Law*, Part II.

The Reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be expected to be familiar with—

1. The Elements of Mercantile Law, so far as exhibited in Smith's Mercantile Law (5th edit. book i.—omitting chap. 3—and book iii. chap. 1).
2. The Jurisdiction of, and, generally, the Mode of Procedure in the County Court (which may be read in any Treatise on County Courts published since the passing of the stat. 19 & 20 Vict. c. 108).
3. Criminal Law—in connection with offences ordinarily tried at Quarter Sessions; and Part i. chaps. 1 and 2 of Paley on Convictions (4th edit.) concerning the Jurisdiction of Justices of the Peace, and Proceedings before them preliminary to Conviction.

Candidates for the studentship and honours will be examined in the above-mentioned books and subjects, and also in—

4. The Principles of the Law of Evidence—so far as explained by Mr. Best in his Treatise on that subject (2nd edition, Part i. chaps. 1 and 2; Part iii. book i. chap. 2).
5. The following cases from the first vol. of Smith's Leading Cases (4th edit.), with the Notes thereto: *Armory* v. *Delamirié*, *Ashby* v. *White*, *Coggs* v. *Bernard*, *Collins* v. *Blantern*, and *Lampleigh* v. *Brathwait*.
6. The Common Law Procedure Act, 1852 (15 & 16 Vict. c. 76, s. 1—38).

LAW LECTURES.—MICHAELMAS TERM, 1857.

Prospectus of the Lectures to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court:—

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Public Lectures to be delivered by the Reader on Constitutional Law and Legal History will comprise the following subjects:—

The Reigns of George I. and George II.; the Progress of our Jurisprudence, the State Trials, and the Proceedings of Parliament. The Reader will then trace the Origin and Progress of our Constitution before the Reign of Henry VII.

In his Private Classes the Reader will follow the same course.

BOOKS.—Tindal or Belsham's History of George I. and George II.; Kerr's Edition of Blackstone's Commentaries, vols. 1 and 4; Annual Register during the Period; Hallam's Constitutional History; Statute Book; Bracton's Treatise; Matthew Paris' Reign of John; Reeves's History of the English Law, vol. 1; Sullivan's Lectures; Fortescue de Laudibus Legum Angliæ, (Edition by Amos.)

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, a course of six Lectures.

1. On the Sources of English Law, the Origin of the Superior Courts, and the causes which influenced their System of Procedure.
2. The History of the Court of Chancery.
3. The Principles of Equity Pleading.
4. The Jurisdiction of the Court over Infants.

The Reader on Equity proposes to form two Private Classes—a Senior and Junior—according to the amount of preliminary knowledge possessed by the Students; using, in the Junior, "Smith's Manual of Equity Jurisprudence" as a text-book; and, in the Senior, examining the principal branches of Equitable Jurisdiction, with a frequent reference to cases; and also commencing the perusal of Lord Redesdale's Treatise on Equity Pleadings.

LAW OF REAL PROPERTY, &C.

The Reader on the Law of Real Property proposes to deliver, in the ensuing Educational Term, a course of six Public Lectures on the following subjects:—

1. The Devolution and Transmission of Powers and Trusts for Sale.
2. The Effect of Disclaimer by Trustees for Sale, and Donees of Powers of Sale.
3. Conveyances and Assignments by Debtors to Trustees for the Benefit of Creditors.
4. The Bankruptcy and Insolvency Acts, so far as they affect the Law of Real Property.

In his Private Classes the Reader on Real Property Law will refer more particularly to the cases cited in the Public Lectures. He will also discuss the nature and quality of the different estates in land, and the common forms of assurance.

JURISPRUDENCE AND THE CIVIL LAW.

The Reader on Jurisprudence and the Civil Law proposes to deliver, in the ensuing Educational Term, a course of six Public Lectures on

The Roman Law of Testaments and Legacies. He will treat incidentally of the Early History of Wills and Testamentary Succession, as disclosed in the Ancient Roman and other Primitive Systems of Law; the successive steps by which a Will obtained its present form and characteristics; the relation of Testamentary to Intestate Succession; the nature of Universal Successions, and their connection with other forms of Succession; and the principles which Modern Jurisprudence has derived from the Roman conceptions of a Will, an Inheritance, and a Legacy.

The Reader will form a Junior Class, with which he will read the Commentaries of Gaius. The course will be strictly elementary, and the whole ground covered by the Roman Institutional Treatises will be traversed in the educational year. The Reader will also, if possible, form a Senior Class, with which he will read the *Systema Juris Romani hodie Usitati* of Mackeldey, beginning with the section on Obligations.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the Educational Term, six Public Lectures, as under:—

Lectures 1 and 2 will indicate the method to be pursued in studying law as a science—will trace out its leading departments and subdivisions—and especially inquire respecting the importance of a knowledge of cases, and how they should be read and fixed in the memory.

Lectures 3 and 4 will be devoted to an examination of various elementary principles of our Common Law, and of the mode of applying them in practice.

Lectures 5 and 6 will specify the tribunals by which our Common Law is administered, and the limits of their respective jurisdictions.

With his Private Class the Reader will principally be engaged with the subjects included in Lectures 4—6 of the above programme—referring as well to decided cases as to the following books:—Smith's Leading Cases, 4th edition; Warren's Introduction to Law Studies; and Broom's Commentaries on the Common Law.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

SPOLLEN'S TRIAL.

The acquittal of Spollen, the suspected murderer of the unfortunate Mr. G. S. Little, did not surprise those who are acquainted with the difficulties which must beset any case founded on purely circumstantial evidence. It was quite clear, from the extraordinary circumstances attending the discovery of the stolen property, that the prisoner's wife, who first furnished the clue to the police, had accurate knowledge of the identity of the criminal, whoever he might be; and it was equally clear that either her husband, or some person well known to her, was that criminal. Her declarations, although not receivable as evidence, naturally had their weight in attaching more than suspicion on the prisoner; and, with so strong a *primâ facie* case against him, his defence was a difficult task, but, as the event proved, a successful one. Some persons still believe that the prisoner's wife had matured a frightful conspiracy against him; nor can the verdict of the jury be justified on any other ground than that this was also their belief.

We think that this remarkable trial furnishes another proof of the increasing unwillingness of juries to convict in capital cases, and may well excuse the inquiry whether the extreme punishment should continue applicable where the evidence is merely circumstantial. It may fairly be asked whether it would not be an improvement in our criminal jurisprudence to reserve the punishment of death (as the Legislature is resolved to retain that mode of punishment) for criminals convicted on direct and unmistakeable testimony. It may, indeed, appear unjust to deal differently with criminals convicted of similar offences, but this might be the lesser evil after all. It is probably a greater evil that we see now in constant operation—viz. the acquittal of prisoners against whom the evidence is merely circumstantial, and whom juries are unwilling to condemn to the gallows, for fear lest it may afterwards turn out that some other person was the real criminal.

In the present instance, the subsequent proceedings of the acquitted man have done more to prejudice the public mind against him than all the facts adduced in evidence at his trial. A morbid love of notoriety, combined with a desire for gain, have induced him to make a public exhibition of himself; but we are happy to add that very few of his fellow-citizens have the bad taste to patronise this unique entertainment. Those who have done so have put such unpalatable questions to their entertainer, that he found replies impossible, and will, it is to be hoped, be induced, for his own sake, to close his doors very speedily. Is it possible that the Executive Government have no power to put a stop to this revolting exhibition? Dublin can boast of more police-magistrates and more policemen than any city of its size in the empire, and its police code is more stringent than that of any other place; it is therefore surprising, that, while publicans, car-drivers, and other classes are under hourly supervision, and are strictly proceeded against for every shadow of a violation of law, nothing can be done to preserve decorum at places of public entertainment. Even the Lord Chamberlain, whose jurisdiction is elsewhere so largely exercised, appears unable, or unwilling, to interfere with the programme of a suspected murderer.

INCUMBERED ESTATES COURT.

Before leaving for the Long Vacation, the Commissioners of the Incumbered Estates Court have appointed several sales of very large estates to take place in the ensuing months of November and December; and from the state of their lists there is no symptom whatever of falling off in the quantity of business transacted by them. The estates (in the south-west) of the Marquis of Thomond, comprising several thousand statute acres, are to be sold in December. A large property in Louth, belonging to the Marquis of Anglesey, is also to be disposed of about the same time. Several large and valuable estates in Tipperary and adjacent counties, bought by the notorious speculator J. Sadleir, M.P., and afterwards mortgaged by him to the London and County Bank and other London companies, will also be sold, and will doubtless realise large prices. November and December are the favourite months for sales of large estates, on account of the intermediate Long Vacation, which affords to purchasers and others an opportunity of inspecting the estates so announced for sale.

*** In remarking on the property qualification required by law for a seat in the House of Commons, *ante*, p. 731, we inadvertently lost sight of the statute which now regulates the qualification—stat. 1 & 2 Vict. c. 48. Sect. 2. provides that no person shall be capable of being elected a member for any city or borough in England or Ireland unless he shall be entitled, &c., to an estate in lands, &c., or unless he shall be possessed, &c., for his own life, or the life of another, or for a term of not less than thirteen years unexpired, of or to personal estate or effects, or the interest or dividends thereof, such personal estate, or interest, &c., producing the clear yearly sum of £300 over and above all incumbrances.

PRACTICE OF PUBLIC BOARDS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I presume it is not proposed to give legal opinions in your valuable journal; the inquiry which I am about to make, however, I think will not come within the description of a legal opinion, and if you, or any of your readers who are familiar with the practice of public bodies, will furnish a reply, I for one shall be obliged.

In the proceedings of a corporation formed under the provisions of a recent Act of Parliament, a resolution was passed to this effect—No "resolution of any meeting of this board shall be rescinded at any subsequent meeting without notice given at the meeting immediately preceding that at which the proposition to rescind shall be made, and that such intimation shall be given in the notices calling the meeting." At a recent meeting of the board the following proceedings took place—"Moved by Mr. ——, seconded by Mr. ——, that the sum of £—— be allowed for &c." Show of hands taken—"For the motion, 6; against, 8: motion lost."

The question I am desirous of having solved is this—Is it competent for the mover or seconder, or any other party, to put the same motion again *without* giving notice; or is the loss of a motion similar in effect to a resolution, and does it come within the terms of the resolution which I have transcribed in full?—Yours obediently,

A SUBSCRIBER.

TESTAMENTARY AND DIVORCE BUSINESS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The attention of the profession should be immediately directed to the resolution moved last night by Mr. Bouverie in the House of Commons. If the effect of the resolution, or of the Bill to be founded upon it, be (as I understand it to be) that no attorney can practise in the Courts of Probate and Divorce without paying the same stamp duty, on being admitted, as is now payable by a person on being admitted a proctor, nor without taking out an annual certificate in addition to the certificate he has now to pay for, I take it that the alleged throwing open of the testamentary and divorce business is no better than "a delusion and a snare."—Yours obediently,

Manchester, August 19th, 1857. AN ATTORNEY.

[The question raised in the above letter will be set at rest by the following communication, which we have received from an excellent authority.—ED. S. J. & R.]

By a new clause in the Divorce and Matrimonial Causes Bill

(s. 61, as amended in committee) the stamp duty on the admission of persons "as proctors" in the new courts is required to be paid, as well as the annual certificate duty.

A question has been raised whether this will apply to attorneys and solicitors, who, by this Bill and the Probate Bill, are expressly entitled to practise in both the new courts. We are informed, on authority on which we can rely, that this provision is intended to meet the case of "registrars and deputy registrars" who are entitled to be admitted as proctors and as attorneys and solicitors, and who may not have paid the admission duty. The clause will also apply to attorneys and solicitors or proctors who, if they confined their practice to the new courts, might evade the payment of the annual certificate duty under the existing Acts.

The clause in question, however, only imposes the stamp duty on persons admitted as *proctors*. The attorneys and solicitors of the courts of law and equity will practise as *attorneys* and *solicitors* in the new courts, and not as proctors, and will require no admission as proctors. Under the regulations of the Court they may probably be required to sign the roll, but no stamp duty can be required. So long as the taxes on the larger branch of the profession are continued, it is but fair that all who practise in any of the courts should pay the like stamp duties.

"ASSIGNING COUNSEL TO PRISONERS."

To the Editor of The Solicitors' Journal & Reporter.

Sir,—I have read your leader under this heading in your thirty-second number, and must beg of you, before you say anything more on this head, to endeavour to prevail on the Crown to allow better costs to attorneys conducting prosecutions, as, to use your own words, "the existing system throws criminal business into the hands of a low class of practitioners." What will the profession say to this?—

Some little time since I was retained to prosecute a man for cutting another with a hook, with intent, &c. (a very serious case), at the assizes at Exeter. My trouble amounted to this—The preparing of a brief (four sheets); travelling to Exeter, thirty miles from my residence, and staying there four days, preparing for and awaiting the trial; for which I was allowed by Mr. Gurney the magnificent sum of one guinea!

I have never conducted a prosecution since, although many have been offered me.—Very truly yours,

South Molton, Aug. 17, 1857. J. J. Shapland.

ATTORNEYS AS SURROGATES.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—Before the Probate Bill becomes law, I do not imagine that it will be out of place through your columns to suggest a clause for the appointment of attorneys as surrogates throughout England. I do not apprehend it will be for me to show or discuss the question as to the competency of attorneys in comparison with clergymen, for it is too palpable; but I have personally, with some of my clients, experienced considerable inconvenience from the absence or illness of the clerical surrogates in my neighbourhood; and I think it a question well worthy of the consideration of the promoters of this measure, and, before the Bill becomes law, a clause might very well be introduced empowering attorneys to act as surrogates for the purpose of administering oaths, on probate being made, in the same manner as attorneys are, in all superior courts, enabled to take affidavits; but the power might be restricted to attorneys who are strangers, or are not in any way concerned in the probate or administration. I am sure the inconvenience would be materially lessened, if not avoided entirely, by the affidavits being taken before an attorney other than the gentleman engaged in the business professionally, so that there might be no fear of collusion.—I am, Sir, yours respectfully, John Nurse Chadwick.

King's Lynn, Aug. 16, 1857.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, Aug. 14.

Delays in Chancery Suits.

Lord St. Leonards presented a petition from a party to a suit in Chancery, complaining that, although the proceedings had been instituted in 1833, no judgment had as yet been given in the case.

The Lord Chancellor said, with respect to the particular case, this was the first time he had heard of it; but the statements in the petition should be inquired into. In reference to the general state of the business of the Court of Chancery, he did not believe it ever was in so satisfactory a state before. Where there were now one or two arrears, there used to be hundreds. He believed, that, although there was no deficiency in the number of judges, there was a deficiency in the necessary official staff of clerks in the judges' offices. He did not mean to say that he intended to increase that staff, but he should probably institute some inquiry with respect to it.

The Law of Domicile.

Lord St. Leonards drew attention to the present unsatisfactory state of the law of domicile, and particularly to its operation upon wills.

Lord Campbell said, that, although he had been studying the law of domicile for upwards of forty years, he positively did not know where his own domicile was, whether in Scotland, Ireland, or in England, as he had property in all three countries, and resided about two-fifths of the year in Scotland. He thought reform with respect to this subject was absolutely necessary.

The Lord Chancellor thought that at present, at all events, any alterations in the law would be productive of more evil than good.

Monday, August 17.

The Royal assent was given to the Attorneys and Solicitors (Colonial Courts) Bill, Summary Proceedings before Justices of the Peace Bill, Municipal Corporations Bill, and the Fraudulent Trustees Bill.

Joint-Stock Companies Bill.

The Commons' amendments to this Bill were considered.

The Lord Chancellor said that this Bill had been amended in the other House in the first place by providing that the dividend of 2*s.* in the pound should not be given up. To this amendment he offered no opposition, for he was informed that the judgments were taken for the amount of the debts less the 2*s.* But the amendment went on to enact, "that no proceedings should be taken upon the judgments without the leave of the Court of Chancery." To this proviso he must certainly object. He therefore moved to disagree with this portion of the Commons' amendment, and to reinsert the words which had been passed by that House.

Lord St. Leonards disagreed with the course proposed by the Lord Chancellor, believing that the Commons' amendments could work no possible injustice, for the judgment creditor would have to go to a court of equity before he could enforce his judgment.

The Lord Chancellor said that the effect of a judgment in Ireland being equivalent to a mortgage of the land of the judgment debtor, it was thought only just that the judgment creditor having thus taken that land, should be restrained from going against other property of the shareholders. The House divided—For the motion, 11; against it, 9: majority, 2.

Tuesday, Aug. 18.

Probates and Letters of Administration Bill.

On the order of the day for considering the Commons' amendments to this Bill,

The Lord Chancellor said, the main features of the Bill had not been changed in the House of Commons, but the provision confining the jurisdiction of the district courts to non-contentious cases in which property below the value of £1,500 was involved had been altered in such a manner as to give these courts jurisdiction in all cases, whatever might be the amount of property, provided there was no contest as to the validity of the will, and the testator died within the district. That House also had determined that the exclusive privileges of proctors should be abolished, and that all solicitors and attorneys should be admitted to a share of the business, and had decided that the proctors should receive a large compensation. It would be idle now to discuss that question, but he had at several stages of the Bill expressed his opinion that the diminution of practice was not a legitimate ground for compensation. These were the main changes made by the House of Commons, but a number of minor alterations had also been effected:—It had been decided by the Commons that the appeal from the decisions of the county court judges should be to the Court of Probate itself, and he should ask their Lordships to add to that change, in mercy to the parties themselves, that such appeal should be final. With respect to the procedure of the court, it was thought in the other House that the framing

of the rules should be concurrent with the coming into existence of the new court. A change had also been made in the procedure, by allowing the judge of the Court of Probate, when questions of fact were to be tried by a jury, a discretion to try them before himself, or to send them to be tried by another court. It was quite obvious that the adoption of these amendments was essential to the passing of the Bill, and he therefore moved to agree, with some verbal alterations, to the amendments of the Commons.

Lord Wynford expressed his opposition to the amendment extending the jurisdiction of the district courts, and hoped their Lordships would refuse their assent to it.

Lord St. Leonards was greatly surprised that the House of Commons should have consented to give to the proctors compensation to the amount of £100,000 a year. The principle of this Bill with regard to compensation would be hereafter referred to in favour of improper, wanton, and unnecessary compensation.

Lord Campbell said, that although he did not approve the whole of the Bill, yet, taking it all in all, he thought that it would be a great boon to the country. With regard to the question of compensation, he had always held the opinion, that, wherever by an improvement in the law an office was abolished, there ought to be compensation.

The Lord Chancellor said, that, with regard to compensation, he believed that its probable amount was considerably over-stated at £100,000. The proctors now received what was called the "proctor's fee" on every probate. That fee would eventually be abolished; but he was afraid a portion of it would have to be retained for a time to meet this claim for compensation.—The Commons' amendments, with certain verbal alterations, were agreed to.

Thursday, August 20.

Divorce and Matrimonial Causes Bill.

Lord Redesdale gave notice that he should move, when the Bill came before them, that the Commons' amendments be considered that day three months.

Lord Campbell said, that it would be a great national calamity if the Bill were not passed this session.

Lord Wynford said it was very objectionable that the Bill should be passed in the absence of all the bishops.

Joint Stock Companies Act Amendment Bill.

This Bill passed through Committee.

HOUSE OF COMMONS.

Friday, August 14.

Divorce and Matrimonial Causes Bill.

The debate on the 25th clause was resumed. This clause, with clauses 26 and 27, were agreed to.

Probate in the Three Kingdoms.

The Attorney-General, in reply to a question put by Mr. Hadfield, said that a clause extending English probate to Ireland, and Irish probate to England, would be introduced into the Irish Probate Bill. With respect to Scotland the difference in the law was very great, and it was therefore not his intention at present to propose that the Scotch confirmation should be operative in England or Ireland. That must be a matter for future consideration.

Joint-Stock Companies (Act 1856) Amendment Bill.

This Bill was read a third time.

Mr. Malins objected to the Bill's passing, unless certain words were inserted to exclude insurance companies from its operation which were established before the 7 & 8 Vict. c. 110.

Mr. Wilson said that it was intended that words to the effect required should be inserted in the Lords.

The Bill then passed.

Trustees Relief Act.

This Bill was read a second time.

Charitable Trusts Acts Continuance Bill.

This Bill passed through committee.

Salaries of County Court Judges.

Sir F. Kelly gave notice that he should next session move an address to her Majesty praying that the salaries of county court judges may thenceforth be fixed at £1,500 per annum.

Monday, August 17.

Divorce and Matrimonial Causes Bill.

The committee on this Bill was resumed with clause 28; which, with clauses to 52 inclusive, were, during the morning and evening sittings, agreed to.

Trustees Relief Bill.

Mr. Walpole moved that the House resolve itself into committee on this Bill.

The Attorney-General objected, on the ground that the House had not sufficient time to consider it, and stated that it was his intention to introduce a comprehensive measure on the subject next session.

Mr. Walpole consented to withdraw the Bill.

Judgments Bill.

This Bill was committed *pro formâ*.

Tuesday, Aug. 18.

Divorce and Matrimonial Causes (Stamp Duties).

The following resolutions proposed by Mr. Wilson were agreed to:—

"That the same amount of stamp duty as is now payable on the admission of a proctor to any ecclesiastical court shall be payable by every person to be admitted as a proctor in the Court of Divorce and Matrimonial Causes, or in the Court of Probate, who shall not have been previously admitted as a proctor in the other of such courts, or in an Ecclesiastical or Admiralty Court, and have paid the stamp duty in respect thereof."

"That every person who shall practise as a proctor or as a solicitor or attorney in the said Court of Divorce and Matrimonial Causes, or the said Court of Probate, shall obtain an annual certificate to authorise him so to do under the Stamp Duty Acts, in the same manner as proctors practising in the Ecclesiastical or Admiralty Courts, and solicitors and attorneys practising in her Majesty's Courts at Westminster, are now required to do by the said Acts, or any of them."

Divorce and Matrimonial Causes Bill.

The following proviso of the Attorney-General was added to clause 53, after a lengthened discussion, and several amendments, which were negatived or withdrawn:—"Provided always, that no clergyman in holy orders, of the United Church of England and Ireland, shall be compelled to solemnise the marriage of any person whose former marriage may have been dissolved on the ground of his or her adultery, or shall be liable to any suit, penalty, or censure for solemnising, or refusing to solemnise, the marriage of any such person."

Mr. Wigram moved a proviso prohibiting the marriage of the adulterous parties; which was negatived.

On clause 24, which abolishes the action for *crim. con.*, Mr. I. Butt moved to omit the clause. He said that it was admitted that at the close of the last century, the speeches of Erskine and Lord Kenyon, and the verdicts of juries in suits of this kind, had powerfully contributed to check the crime of adultery, which was then more common than it has been since. When they had made adultery a criminal offence it would be time to abolish this action, but till then he hoped it would be retained.

On a division the clause was allowed to stand. The remaining clauses of the Bill were agreed to.

On the motion of the Attorney-General the following clauses were added to the Bill:—

"All persons admitted to practise as advocates or proctors respectively in any ecclesiastical court in England, and all barristers, attornies, and solicitors entitled to practise in the Superior Courts at Westminster, shall be entitled to practise in the Court of Divorce and Matrimonial Causes; and such advocates and barristers shall have the same relative rank and precedence which they now have in the Judicial Committee of the Privy Council, unless and until her Majesty shall otherwise order."

"A sentence of judicial separation (which shall have the effect of a divorce *à mensâ et thoro* under the existing law, and such other legal effect as herein mentioned) may be obtained, either by the husband or the wife, on the ground of adultery, or cruelty, or desertion without cause for two years and upwards."

The Attorney-General, in moving clause 18, said he felt that he was precluded by a former decision of the committee from adopting the county court, and had therefore to resort to such tribunals as remained—viz. the itinerant judges of assize, the court of quarter sessions, and the courts of the recorders of cities and boroughs. But it had since been intimated to him that the courts of quarter sessions were not properly constituted for conducting this nice and delicate jurisdiction, and therefore, although he proposed in the clause to leave jurisdiction in this matter to the courts of quarter sessions, he now proposed to amend that part of the clause by substituting for those courts the courts of the recorders in cities and boroughs.

Mr. Malins said it would be impossible for the assize judges to form an opinion as to how long such cases would last, and it was doubtful whether they could dispose of the business. Even as to the recorders a delay of three months would take place between each sitting; and as many of them were young unmarried men, he doubted, taking the average of them, whether they had sufficient experience to be entrusted with a jurisdiction such as that proposed. The commissioners of

lunacy tried cases with juries; would it not be best to send down special commissioners to try the cases under this Act, and report to the court?

The ATTORNEY-GENERAL reminded the committee that besides the judges at *Nisi Prius* there were commissioners, consisting of seven counsel and serjeants-at-law; and what he proposed was that any of these commissioners might act. A special person might be selected from amongst the commissioners, and appointed to hear any number of these divorce cases that might arise. With regard to the service of the petition, that difficulty might be obviated by directing that it should be sent up to the judges of assize a certain number of days before the sitting of the court, and sealed with the seal of the court; and in that way the respondent might be brought up to answer. In regard to the suggestion of the quarter sessions having the jurisdiction, he had no objection to adopt it, and to allow the chairman of quarter sessions to take these petitions, sitting *pro hâc vice* as the judge. He proposed to move an amendment, to enable the judge to refer the hearing of petitions of this nature to any barrister named in the commission, and to empower the judge to make such appointment, and also to introduce words giving jurisdiction to the chairman of quarter sessions, as being the best local tribunal available.

Mr. S. FITZGERALD suggested that the assistant chairman, as well as the chairman of quarter sessions, should have power to deal with these cases.

The ATTORNEY-GENERAL assented.

The clause as amended was read a second time.

The ATTORNEY-GENERAL then moved a clause declaring that every person who at the time of the passing of the Act had been duly admitted and was practising as a proctor in any ecclesiastical court in England, should, at the expiration of two years from and after the commencement of the Act, be entitled to claim compensation from the Treasury; such compensation to be calculated on the average clear gains of the last three years, to be awarded by way of annuity, and in no case to exceed one-half of the annual loss.

Mr. HENLEY wished to know why the parties most interested —namely, the officers—were not dealt with in the same manner as the proctors.

The ATTORNEY-GENERAL said it had been uniformly represented to him that if the chancellors and officers of the inferior diocesan courts were compensated in respect of the testamentary business, they would be perfectly satisfied. As regarded the proctors, it never was intended that compensation should be granted to them on the same principle under this Bill, as under the Testamentary Bill. The latter Bill took away from them business which they had; while this Bill gave them a new description of business, and took nothing from them.

A clause to precede clause 55, containing the resolutions of the committee as to Stamp Duties (given above) was agreed to.

Wednesday, Aug. 19.

IMPRISONMENT FOR DEBT.

Mr. HADFIELD asked whether it was the intention of the Government to introduce in the ensuing session any measure for the abolition of imprisonment for debt which had been contracted without fraud.

Sir G. GREY said that the subject was under consideration, but he could make no promise.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The ATTORNEY-GENERAL brought up a clause which he proposed to substitute for clause 8, relating to the constitution of the court. It was to the effect that the Lord Chancellor, the Lord Chief Justice of the Court of Queen's Bench, the Lord Chief Justice of the Court of Common Pleas, the Chief Baron of the Court of Exchequer, the senior puisne judge for the time being of each of the above-mentioned courts, and the judge of the Court of Probate, should be the judges of the new court. The hon. and learned gentleman remarked that the only alteration was the addition of the senior puisne judge of each of the three courts in common law.—The clause was agreed to.

The ATTORNEY-GENERAL submitted another clause, empowering the judge of assize or any other person named in the commission of assize or *Nisi Prius*, the chairman or assistant-chairman of quarter sessions, and the recorder, who were the judges nominated to exercise the local jurisdiction created by the Bill, to impanel juries and hear and determine petitions precisely as the court itself would be able to do, and also providing that the orders of such local tribunals should be entered and treated in every respect as if they had been originally made by the court.

Mr. HENLEY did not see what machinery was provided for the local tribunals.

Mr. AYRTON remarked that the court of assize was a court *pro hâc vice* only, and until the commission was opened no steps could be taken.

Mr. S. FITZGERALD thought it would be objectionable to give the decision in matters of fact to quarter sessions, when any number of magistrates might attend.

The ATTORNEY-GENERAL said he would withdraw this clause, and upon the report would re-introduce the original clause, taking care to insert such words as would make the whole machinery of the courts of assize and quarter sessions applicable for business to be done in consequence of this Bill.—The clause was then withdrawn.

The ATTORNEY-GENERAL next proposed a clause providing that a husband might petition for damages to be paid by the person who had committed adultery with the petitioner's wife. The claim so made should be tried in the same manner and upon the same principles as the existing action for *crim. con.*; and if damages were recovered upon the verdict of a jury, the Court should have power to direct in what manner they should be applied, whether settled upon children, or for the maintenance of the wife, or in any other manner.

Mr. MALINS observed that the clause was a complete substitute for the old action of *crim. con.*

Sir J. TRELAWNEY inquired whether the same publicity which had hitherto been allowed in actions of *crim. con.*, and had been much complained of, would be permitted under this Bill?

Mr. MALINS hoped that there would be no attempt at secret tribunals in cases of this kind, however objectionable the publication of the details might be.

The clause was agreed to, and added to the Bill.

The ATTORNEY-GENERAL proposed a clause to the effect that, when any clergyman of the Church of England should refuse to perform the marriage ceremony between persons who but for such refusal would be entitled to the performance of that ceremony, then it should be lawful for any other minister of the Church of England licensed within the diocese in which the parties resided, to perform such ceremony.

Mr. MALINS said, it would be highly repugnant to the feelings of the clergy to open their churches for the performance of the marriage ceremony in cases where they could not perform it themselves. He objected, therefore, to the compromise now proposed. If any difficulty should arise as to the celebration of these marriages, that difficulty might be met by a short Act at some future time.

After much discussion, the committee divided, and the numbers were—for the clause, 73; against it, 33: majority, 40.

The clause was then read a second time, and added to the Bill.

The Lords' amendments to the following Bills were considered, and agreed to:—MARRIED WOMEN'S REVERSIONARY INTEREST BILL, and the JOINT STOCK COMPANIES BILL.

Thursday, Aug. 20.

DIVORCE AND MATRIMONIAL CAUSES BILL.

On the order for considering this Bill as amended, the ATTORNEY-GENERAL moved to leave out clause 18 (added in Committee), and to substitute the following:—

"Application for restitution of conjugal rights or for judicial separation on any one of the grounds aforesaid may be made either by husband or wife, by petition to the court, or to any judge of assize at the assizes held for the county in which the husband and wife reside or last resided together, or to the court of quarter sessions of the peace held for the county or borough in which the husband and wife are or were last resident, and which judge of assize and courts of quarter sessions respectively are hereby authorised and required to hear and determine such petition according to the rules and regulations which shall be made under the authority of this Act, and the court or judge to which such petition is addressed, on being satisfied of the truth of the allegations therein contained, and that there is no legal ground why the same should not be granted, may decree such judicial separation accordingly, and where the application is by the wife, may make any order for alimony which shall be deemed just; provided, always, that any judge of assize to whom such petition shall be presented may refer the same to any of her Majesty's counsel or serjeant-at-law named in the commission of assize or *Nisi Prius*, and such counsel or serjeant shall, for the purpose of deciding upon the matters of such petition, have all the powers that any such judge would have had by virtue of this Act or otherwise."

The motion was agreed to.

The ATTORNEY-GENERAL moved to insert after clause 18, the following:—

"For the purpose of hearing and deciding all applications under the authority of this Act, the judge of assize, or person nominated by him as aforesaid, and also the courts of quarter sessions for any county, district, or borough, shall respectively be entitled to avail themselves of the

services of all officers, and use and exercise all powers and authorities which the court of assize and courts of quarter sessions respectively may employ, use, and exercise, for the determination of causes and other matters now usually heard and decided by them respectively; and the said judge of assize or other person, and courts of quarter sessions respectively, shall also, for the purpose, have and be entitled to exercise all the powers and authorities hereby given to the Court for the hearing and deciding applications made to it; and also the powers hereby given to the Court to make provision touching the custody, maintenance, and education of children, and every order made by any judge of assize, or other person, or any court of quarter sessions, under the authority of this Act, may, on the application of the person obtaining the same, be entered as an order of the Court, and, when so entered, shall have the same force and effect, and be enforced in the same manner, as if such order had been originally made by the Court. The Court shall, from time to time, fix and regulate the fees which shall be payable upon all proceedings under any application to a judge of assize or court of quarter sessions or magistrates under this Act; and such fees shall be received in money, for their own benefit, by the persons to whom, or for whose use, the same shall be directed to be paid."

The motion was agreed to.

The Attorney-General brought up a clause in lieu of clause 19, protecting the separate property and earnings of a married woman whose husband had been guilty of adultery.

Mr. Henley asked whether the clause gave sufficient protection to the earnings of a wife, as against the husband or his creditors?

The Attorney-General said, in case of seizure by the husband himself, the magistrate's order, as provided by this clause, making the wife a *feme sole*, coupled with a resort to the Court of Chancery, would be a sufficient protection. There was a technical difficulty in the way of giving the wife the right of proceeding, by action, against her husband. In case of attack by a creditor or assignee of the husband, the wife could have an action for the recovery of her property, if under £50, in the county court, and above that sum in the superior courts.

The clause was agreed to, after much discussion.

On clause 30, words were introduced giving the court power to make interim orders for alimony pending the investigation of a petition.

The report was then agreed to.

Friday, Aug. 21.

The Divorce and Matrimonial Causes Bill was read a third time and passed.

PRIVATE BILLS.—(*From a Correspondent.*)

Mersey Conservancy.

This Bill has at last passed the committee in the House of Lords; though, as was before stated in a previous number of this paper, their Lordships have materially altered the principle of the original Bill, by awarding compensation to the Corporation of Liverpool in respect of their confiscated rights. That amount of compensation is fixed by the Bill at no less a sum than £1,500,000. The main grievance which was put forward, from time to time, by the large importers of goods at Liverpool (who principally consisted of the Manchester cotton-spinners) was, that Town Dues were levied on all goods not belonging to the freemen of the port, or to resident freemen of London, Bristol, Waterford, or Wexford, which Town Dues amounted to an enormous revenue, and were applied to the improvement of the city of Liverpool, and did not, in any way, benefit the port.

There was a peculiar circumstance connected with this Bill—viz. *no solicitor's name appeared on the back of it.* The Town Clerk of Manchester ostensibly appeared as the solicitor in charge of it. And although no concealment was made of the fact that the Great Western Railway Company, whose terminus is at Birkenhead, were much interested in the success of the measure, still the secret was preserved until the Bill was in committee in the Lords, when it transpired that the Great Western Company were at the sole expense of promoting the Bill. That Company had a great stake in the Bill as it passed the Commons, inasmuch as they obtained powers to hold land at Birkenhead, contiguous to the docks there. The Bill, as it will pass into a law, is settled as follows:—A board, to be called the "Mersey Dock and Harbour Board," is to be formed. The Birkenhead Docks, Liverpool Docks, the powers of levying tolls enjoyed at present by the Corporation of Liverpool, the Liverpool Dock Committee, and Liverpool Dock Trustees respectively, are to be transferred to the Board. The powers of the Pilotage Commissioners, and the Town and Anchorage Dues, heretofore enjoyed by the Corporation of Liverpool, are also to be transferred, as well as the Conservancy of the Mersey; so that, instead of half-a-dozen tribunals, there will be one public body who will be responsible for the management of the Mersey Navigation and Docks at Liverpool and Birkenhead.

The Great Western Company failed in obtaining land at Birkenhead.

Sir James Graham, as chairman of the committee in the Commons, has taken charge of the new Bill, and will, no doubt, insure its receiving the Royal assent. The Bill sanctioned by the Lords was so materially altered that it has become necessary to re-introduce a Bill *pro formâ*, and pass it through both Houses. This concludes the *private business of the session.*

The Parliamentary Session.

The late session has, as regards the amount of work, been beyond the usual average; and, looking at the measures introduced and passed, the general style of business has assumed the appearance of "solid legislation," and has been divested of the wild speculative taint which has since the railway mania year by year gradually disappeared

At the commencement of the first session 249 Bills were introduced, 130 of which related to railways, and 97 authorised new works. Of these ninty-seven Bills, forty-six related to works projected by new companies, and fifty-one to works by existing companies. The remaining Railway Bills related to amalgamations, leases, running powers, and capital.

On the commencement of the second session, after the new Parliament met, twenty-four of these Railway Bills had either met an adverse fate in standing committee, or were withdrawn. About ninety of these Bills will have received the Royal assent as soon as Parliament rises, and (inclusive of Estate Bills) the number of Bills altogether which will have received the Royal assent will be about 160. Several of the great English railway companies have been involved in parliamentary litigation. The South-Western Company was involved in a protracted struggle with a new Broad Gauge Company, which endeavoured to extend their system to Southampton, in which the promoters of the new scheme failed. The South-Eastern Railway Company, with the East Kent Company, successfully contested in the Commons the right of making a new line between Dartford and London, and lost the ground they had obtained in the Commons by an adverse decision in the House of Lords; so the country is still open for another year. The Great Western Company had a monster quarrel with the Corporation of Liverpool over the Mersey Conservancy case, and also with the North-Western in the Shropshire Union Railway and Canal Bill, in both of which they failed.

The Great Northern and North-Western came in collision over the Lancaster, Carlisle, and Ingledon Railway Bill, and, after several days in Committee, a decision was arrived at favourable to the last-named company.

No particular measure for making a railway in the suburbs of London was carried. The Richmond and Kew Railway Bill was thrown out in the Lords, and the South London was withdrawn in the Commons. Power was obtained to abandon the Clapham and Norwood Railway; so that, by the legislation for metropolitan railways, a branch has been cut off the tree by the abandonment of one railway.

The Brighton Company have succeeded in supporting the Mid-Sussex Company through both Houses of Parliament, and thereby extended their own line from Horsham to Petworth, and have been unsuccessful in preventing the Wimbledon and Dorking Company from bringing Epsom in immediate connection with Waterloo Terminus *viâ* Wimbledon and the South-Western Railway.

The Eastern Counties was threatened by a dangerous adversary in the shape of the Tilbury, Maldon, and Colchester Railway Company, who projected a scheme for getting to Colchester independent of the Eastern Counties Railway. A compromise, however, was effected without an opposition, and the new company withdrew their Bill.

In the large mineral traffic district the Ely Tidal Harbour and Railway Bill occasioned a session of many days, during which the Clive and Bute families respectively disputed the dock rights at Cardiff. This matter was ultimately arranged, and clauses agreed on by both parties. The Taff Vale Railway Company, and the freighters by that line, also occupied the Committee several days in settling their quarrel, which also terminated in a mutual settlement.

The Caledonian, Deeside, and Monkland Railway Companies respectively obtained powers to make branches and extensions on the other side of the Tweed; and from the other side of the Channel the Great Southern and Western Railway Company, and the Midland Great Western Railway of Ireland Company, sustained the longest Irish contest.

It is impossible to give more than the outline of the main features of some of the important cases. We must, how-

ever, not overlook two or three cases which do not relate to railways. Amongst these the Liverpool contest over the Mersey Conservancy Bill stands pre-eminent. The Drainage Bills also, peculiar to the Norfolk, Suffolk, and Bedford districts—viz. the North Level Drainage and Nene Valley Drainage Bills—shared opposite fates. The former was passed after a long contest; the latter was rejected by the Committee, to the amazement of promoters and opponents, some of whom prophesied dolefully of winter floods, owing to powers not being obtained for executing works forthwith.

The Tweed Fisheries Bill, also, although looked on as a great boon by the upper proprietors of the Tweed as the salvation of the breed of salmon, is regarded by the lower proprietors as an infringement of their rights. It is a very important measure; the effect of it being, that the time and mode of netting salmon is limited by the Act, so as to prevent the little fish being poached on their way to the sea. It was proved by the evidence that salmon grow five or six pounds, when young, in three months, and that the greediness of the lower proprietors in stopping the fish *in transitu* to the sea was an incalculable loss to the fisheries.

Several Roads Bills were passed, and Bills of minor local interest, but we have noticed such of the most prominent schemes as our space would allow.

Births, Marriages, and Deaths.

BIRTHS.

GOODGER—On Aug. 18, at Middlesbro', the wife of J. S. Goodger, Esq., Solicitor, of a son.

SARGEAUNT—On Aug. 12, at Irthlingborough-house, Higham Ferrers, the wife of John B. Sargeaunt, Esq., of the Inner Temple, Barrister-at-Law, of a son.

VILLIERS—On Aug. 14, at Winchmore-hill, the wife of John F. Villiers, Barrister-at-Law, prematurely, of a daughter, stillborn.

MARRIAGES.

HELDER—JACKSON—On Aug. 18, at St. James's, Whitehaven, by the Rev. John Robinson, Rector of Bowness, Augustus Helder, of Whitehaven, Solicitor, second son of George Helder, of Gt. James-street, Bedford-row, London, Solicitor, to Elizabeth, only daughter of the late William Jackson, Esq., of Whitehaven.

LEGG—IVALL—On Aug. 18, at the parish church, Kensington, by the Rev. Francis Helder, B.A., Frederick Augustus, third son of George Legg, Esq., of Gray's-inn, and Oakley-square, Chelsea, to Kate, youngest daughter of the late David Ivall, Esq., of Blomfield-road, Maida-hill.

PATCHETT—BUCKMASTER—On Aug. 12, at the parish church, Henley-on-Thames, by the Rev. Francis Holland Addams, M.A., Incumbent of St. Peter's, Notting-hill, assisted by the Rev. Henry Benson, M.A., Senior Curate of Henley-on-Thames, William Patchett, Esq., B.A., Barrister-at-Law, to Clara, daughter of the late William Buckmaster, Esq., of Kensington.

SOMERSET—DASHWOOD—On Aug. 18, at St. James's Church, by the Rev. Berkeley Stanhope, Granville Robert Henry Somerset, Barrister-at-Law, eldest son of the late Right Hon. Lord Granville Somerset, to Emma, second daughter of Sir George Dashwood, Bart., of Kirtlington-park, Oxfordshire.

STUART—MELLO—On Aug. 12, at All Saints' Church, Hertford, by the Rev. Oswald J. Howell, William George Stuart, of Gray's-inn, London, Esq., to Susan Charlotte, second daughter of William Mello, Esq., of Little Amwell, Herts.

VINCENT—MASSEY—On Aug. 13, at St. Marylebone Church, by his father, the Rev. Edward Vincent, M.A., Vicar of Rowde, Wilts, John Vincent, Esq., of the Middle Temple, to Catherine Mary Anne, only daughter of the late John Massey, Esq., of Brunswick-place, Regent's-park.

YOUNG—HALE—On Aug. 18, at the Chapel of the Charterhouse, by the Rev. John G. Hale, M.A., the Rev. Frederick Young, M.A., Rector of Pett, near Hastings, son of Henry Young, Esq., of Russell-square, and Sudbury-grove, Harrow, to Anne, elder daughter of the Ven. W. H. Hale, Archdeacon of London and Master of the Charterhouse.

DEATHS

BENNETT—On Aug. 17, at his residence, 23 Hunter-street, Brunswick-square, Foundling Hospital, Thomas Bennett, Esq., Solicitor, in the 74th year of his age.

CROSS—On Aug. 14, in his 15th year, Robert, the third son of Mr. Cross, Solicitor, Prescot.

HOUGH—On Aug. 14, at Oakham, Henry Hough, Esq., Solicitor, aged 56 years.

JONES—On Aug. 4, at Glanhonddu, in the county of Brecon, in the 71st year of his age, John Jones, Esq., for many years Chairman of Quarter Sessions for that county.

OLIVER—On Aug. 14, at 23 Fitzroy-square, in her 5th year, Mary, the third daughter of Lionel Oliver, Esq., of the Inner Temple, Barrister-at-Law.

ROBY—On Aug. 16, at Gt. Stanmore, Middlesex, Louise, eldest daughter of the late John Henry Roby, Esq., Solicitor, of Chancery-la., in the 9th year of her age.

WIGHT—On Aug. 18, at 13 Russell-place, Fitzroy-square, Louisa, the beloved wife of Thomas Wight, Esq., aged 57.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BASIRE, MARY, Widow, Chigwell-row, Essex, £300 Reduced.—Claimed by MARY BASIRE.

COCHRANE, ANN, Spinster, Burr-st., East Smithfield, £25 Consols.—Claimed by WILLIAM COCHRAN, the administrator.

SHAW, BENJAMIN, Esq., Clapham, Surrey, and HENRY WAYMOUTH, Esq., Bryanstone-sq., £165 : 1 : 4 Consols.—Claimed by SARAH THORPE STOREY, wife of JAMES HAMILTON STOREY, administratrix of HENRY WAYMOUTH, the survivor.

TIDY, SUKEY, Widow, Royal-lodge, Windsor, £150 New 3 per Cents.—Claimed by SUKEY TIDY.

WEBB, JAMES, PAUL HOLTON, THOMAS BUNCE, and ROBERT CRUTTWELL, Oakingham, £100 Consols.—Claimed by THOMAS BUNCE, the survivor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

BOOTH, MARTHA (who died on Oct. 9, 1855), late wife of JAMES BOOTH, Cloth Manufacturer, Armley, Leeds (formerly MARTHA MORTON, Widow, Hunslet).—Next of kin to come in and prove their claims on or before Oct. 30, at Master of the Rolls' Chambers.

GIBBERSON, GEORGE, or GIBBETSON (who died near Barcelona in 1856). Relatives to apply to the Solicitor of the Treasury, Whitehall.

LLOYD, Lieut.-Col. RICKARD (killed at La Nive Dec. 1813, and buried at Bidart, near Biarritz, France).—Relatives to apply to R. G. T., Post-office, Vigo-st., Regent-st.

Money Market.

CITY, FRIDAY EVENING.

The closing price of Consols for money is 90⅞, so that the result of the fluctuations of the week has been that the price remains exactly at the final quotation of last Friday. From Saturday to Wednesday the favourable tendency noticed in our last number continued, and an advance of ⅛ per Cent. was realised. But yesterday and to-day depressing influences have again operated. The state of the principal foreign money markets is not encouraging, and uncertainty on this point, and as to the course of events in India, goes far to neutralise the effect of the abundant harvest. For the last few days money has been very easy on the Stock Exchange, at 3 to 4 per Cent. To-day there has been somewhat more demand at 4 per Cent., but the supply is adequate. In Lombard-street the price is 5⅛ to ¾ per Cent., and the demand is light. No alteration was made by the Bank Directors yesterday in their rate of discount.

From the Bank of England return for the week ending the 15th August, 1857, which we give below, it appears that the amount of notes in circulation is £19,393,025, being a decrease of £154,415; and the stock of bullion in both departments is £11,259,906, showing a decrease of £23,848 when compared with the previous return.

The amount of specie shipped to India and China by the Columbo is £1,095,014. The total of remittances during the present year is thus raised to about £12,500,000 against £7,500,000 in the corresponding period of 1856. To this extent specie instead of goods is already demanded of us in the East India trade. Without supposing more than a partial interruption in the demand for our exports in consequence of present disturbances, it is reasonable to expect an increasing drain of bullion.

The reports of the half-yearly meetings of a large number of railway companies are now before the public. The aspect of affairs is, in many cases, very unfavourable. Interest and curiosity are chiefly attached to the great trunk lines. The magnitude of these undertakings, the immense expenditure, and the superlative engineering skill devoted to them, all tend to excite admiration. The public enjoy the vast advantage and convenience afforded by railways, and naturally rejoice at the easy means of gratifying the ruling passion for frequent and rapid change. All persons employed in working railways, feel pride and satisfaction in the vast development of the system. Persons who have sold part of their land for railways, and find the remaining part increased in value, and those who have secured preferential shares also rejoice. But there remains the general body of shareholders, those who, having invested their capital without any extrinsic advantage, reckon upon the periodical dividends as their means of support. These numerous persons find no cause for satisfaction.

The dividend declared on the London and North-western Consolidation Stock is at the sale of 5 per cent. per annum. The Eastern Counties dividend is 5s. per £20 share. The Great Western, which holds the first place in splendour and magnificence, is reduced to a dividend of 1 per cent. per annum. The question arising out of Redpath's frauds, which has so much agitated the Great Northern Company, assumed a very strange aspect. There was a report of a dictum of Lord St. Leonards to the effect that the company might refuse liability for those frauds, but it has not appeared in what manner such refusal could be made to operate. An arrangement more

immediately practical rested on the question whether the preferential shareholders were in any degree to suffer loss. It seems to have been settled that, although they suffer in a less degree than ordinary shareholders, they have not wholly escaped.

These great trunk lines and their branches are far advanced towards completion. It is obvious that during the progress of such undertakings there is great difficulty in ascertaining profit. Competition without being every where extinguished will probably become moderate, and it may be hoped that railway property, in general, will be made to pay a dividend somewhat higher than stock in the Government funds.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	215½	215½	215	...	216	...
3 per Cent. Red. Ann.	91¼ ⅜ ⅝	91⅜ ¼ ⅜	91¼ ⅜	91⅜ ⅝	91⅝	91¼
3 per Cent. Cons. Ann.	91¼	91⅝ ¼ ½	91¼	91⅝ ¼	90⅞ 1	90⅞
New 3 per Cent. Ann.	91⅝ ⅜	91⅞ ⅜	91⅝	91⅝ 2	91⅝	91½
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	2 7-16	2 7-16	2 7-16	2 7-16	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	2 3-16	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	18 1-16	...	18⅛	...
India Stock	...	...	...	213	211½	213½
India Bonds (£1,000)	20s. dis.	20s. dis.	...	...	18s. dis.	...
Do. (under £1,000)	20s. dis.	17s. dis.	22s. dis	17s. dis.	...	...
Exch. Bills (£1,000) Mar.	par	par	par	par	4s. dis.	3s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	4s. pm.	...	1s. pm.	...	1s. pm.	3s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	1s. pm.	2s. dis	1s. pm.	...	2s. pm.	2s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	98⅝	98⅝	...	98½	98⅝ ½	98⅝

Railway Stock.

Railways	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	78⅛ ⅜	78⅛ 77	76⅛ 7⅛	78⅛ ⅛	78⅛ ⅛	79⅛ 9
Chester and Holyhead	...	...	35	...	...	35⅛
East Anglian	...	...	20⅛	20⅛	...	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	...	...	...
Edinburgh and Glasgow	...	...	...	...	...	...
Edin., Perth, & Dundee	...	33½ 3	33½	...	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	96¼ 96½	97	98 97⅛	...	...	97⅛ 8
Gt. South & West. (Ire.)	...	...	...	...	...	...
Great Western	52½ 3½	53½ 3	53½ ⅛	53¾ 4	53½ ¼	53½ ⅛
Lancashire & Yorkshire	99½ ⅜	99⅛ ⅜ ¼	99½	99⅛	99⅜ ¼	99⅜ ¼
Lon., Brighton, & S. Coast	104⅛ 4	...	105½ ⅛	...	104½ 5	104⅛
London & North Western	102½	102⅛ ⅛	102½ ¼	102¼ ⅛	102¼	102½ ¼
London and S. Western	95½ x d	95¼ x d	95⅜ x d	94⅛ x d	95 x d	94⅛ x d
Man., Shef., and Lincoln	39½ x d	40½ x d	40⅛ x d	40½ x d	40½ x d	...
Midland	84½	84⅛ ¼	84⅛	84½	83⅛ 4	83⅛
Norfolk	...	65 4½	64⅛	64¾	...	...
North British	...	...	...	46½	46	46½
North Eastern (Berwick)	95½ 6	96 7 5⅛	96⅛ 5⅛	95⅞ ⅛ ¼ 95⅝ x d	95¼	95½ ¼
North London	...	...	...		...	...
Oxford, Worc. & Wolv.	32⅛	32⅛	...	...	...	32
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	24	...	25	...
Shropshire Union	...	...	...	...	...	...
South-Eastern	72¼ ⅛	73⅛	...	...	...	72
South-Wales	...	...	90½	90	86 5 6½	86 5

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 15TH DAY OF AUGUST, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,075,765	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,600,765
		Silver Bullion	...
	£25,075,765		£25,075,765

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,654
Rest	3,635,247	Other Securities	18,203,498
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,530,867	Notes	5,682,740
		Gold and Silver Coin	659,141
Other Deposits	10,686,829		
Seven day & other Bills	733,090		
	£35,139,033		£35,139,033

Dated the 20th day of Aug., 1857. J. R. ELSEY, Deputy Cashier.

London Gazettes.

PERPETUAL COMMISSIONERS FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

TUESDAY, *Aug.* 18, 1857.

GODWIN, HENRY, Gent., Newbury, Berks; for the county of Berks.—*July* 14.

PLUMMER, STEPHEN, jun., Gent., Canterbury; for the county of Kent.—*Aug.* 17.

FRIDAY, *Aug.* 21, 1857.

LEY, WILLIAM MERRIMAN, Gent., Bishop Stortford, Herts; for the counties of Herts and Essex.—*July* 14.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

FRIDAY, *Aug.* 21, 1857.

CHAPMAN, WILLIAM EMERSON, jun., Gent., Boston and Donnington, Lincolnshire.

Bankrupts.

TUESDAY, *Aug.* 18, 1857.

CHAPPIN, WILLIAM, Straw Hat Manufacturer, Tring, Herts. Aug. 28, at 2, and Sept. 24, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Pearce, 8 Giltspur-st. *Pet.* Aug. 14.

COOPER, EDWARD SIMMONS, Leather Seller, 5 Commercial-pl., City-rd. Sept. 2, at 1, and Sept. 30, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Strong, 44 Jewin-st., Cripplegate. *Pet.* Aug. 17.

DORRETT, CHARLES, late of 7 Serle-st., Lincoln's-inn, Dealer in Wines and Spirits, now of Rochester, Kent, out of business. Aug. 27, at 12.30, and Oct. 2, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Rees, 8 Copthall-ct., City. *Pet.* Aug. 13.

HINKLEY, JOHN, jun., Corn Dealer, Brentwood, Essex. Aug. 28, at 1.30, and Oct. 2, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Marten, Thomas, & Hollams, Mincing-la. *Pet.* Aug. 6.

MACKAY, HUGH, & WILLIAM BISHTON DAVIES, Shipwrights, Liverpool. Sept. 1 and 21, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sols.* Dodge, Liverpool; or Ewer, Liverpool. *Pet.* Aug. 7.

MARSTON, THOMAS BURBIDGE, Dyer, Leicester. Sept. 8 and 22, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Davis, Leicester; or Knight, Birmingham. *Pet.* Aug. 15.

MATTHEWS, JOHN, jun., Statuary and Marble Mason, Union-st., Plymouth. Aug. 31, at 10, and Oct. 5, at 1; Athenæum, Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Elworthy, Plymouth. *Pet.* Aug. 13.

MELVILLE, HECTOR, Cooper and Ship Joiner, Liverpool. Sept. 8 and 30, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Blackhurst, Liverpool. *Pet.* Aug. 17.

MINCH, JOHN FREDERICK AUGUSTUS, Commission and General Merchant, 19 and 28 Mincing-la. Aug. 31, at 1, and Sept. 28, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Dawson & Bryan, 33 Bedford-sq. *Pet.* Aug. 12

MOSELEY, BENJAMIN, Scythe Manufacturer, Bradway, Derbyshire. Sept. 5 and 26, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Ryalls, Sheffield. *Pet.* Aug. 12.

ROBINSON, JOSEPH BRADBURY, Hosier, Macclesfield, Cheshire. Aug. 31 and Sept. 28, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Parrott, Colville, & May, Macclesfield. *Pet.* Aug. 13.

SUTTON, ROBERT, & WILLIAM HAYWOOD, Booksellers, Liverpool. Sept. 8 and 30, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Pemberton, 13 Cable-st., Liverpool. *Pet.* Aug. 17.

WILLMOTT, JOSEPH, & JOHN HARTLEY, Sawyers, 55 Essex-st., Kingsland-road, and Battersea Saw Mills, Battersea. Aug. 29, at 12, and Oct. 2, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Roscoe, 14 King-st., Finsbury-sq. *Pet.* Aug. 17.

WILSON, THOMAS, Railway Carriage Maker, West Bromwich, Staffordshire. Aug. 28 and Oct. 9, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Smith & Burdkin, Sheffield; or Smith, Birmingham. *Pet.* Aug. 4.

WITHERDEN, JOHN, Coal Merchant, late of Dunstable, Beds, now of County Prison, Bedford. Aug. 27, at 11, and Oct. 2, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Armstrong, 33 Old Jewry. *Pet.* July 31.

YOUNG, GEORGE, Victualler, Crosby's Head Public-house, Old-st.-rd. Aug. 28, at 1, and Oct. 2, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Wright & Bonner, 15 London-st., Fenchurch-st. *Pet.* Aug. 10.

FRIDAY, *Aug.* 21, 1857.

ANFIELD, WILLIAM, Millwright, Great Driffield, Yorkshire. Sept. 9 and Oct. 7, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Shaw, Derby; or Preston, Leeds. *Pet.* Aug. 4.

ASHMAN, THOMAS NATHANIEL, Currier, Yeovil, Somersetshire. Sept. 1 and Oct. 8, at 11; Exeter. *Com.* Bere. *Off. Ass.* Hirtzell. *Sols.* Garland & Fear, Sherborne and Yeovil; or Terrell, Exeter. *Pet.* Aug. 12.

BEAN, JOHN, Coal Merchant, 2 New London-st., London, and 1 Albert-ter., Albert-rd., Sydenham-pk. Aug. 29, at 11, and Oct. 2, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Norton, Son, & Elam, New-st., Bishopsgate. *Pet.* Aug. 18.

BUSFIELD, JESSE, Cloth Manufacturer, Yeadon, Yorkshire. Sept. 7, at 11.30, and Oct. 16, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Rawson, George, & Wade, Leeds; or Bond & Barwick, Leeds. *Pet.* Aug. 14.

CAWTHORN, ALFRED JOSEPH CHITENDEN, Stock Dealer, Stock Exchange, Throgmorton-st., and 13 Warwick-ter., Willow-walk, Bermondsey. Sept. 10, at 12, and Oct. 3, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Norton, Son, & Elam, 1 New-st., Bishopsgate. *Pet.* Aug. 14.

COCKERELL, JAMES CHARLES, Dealer in Horses, late of Eaton-rw., Pimlico, now of Wandsworth-rd. Sept. 3, at 1, and Sept. 30, at 11.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Aug. 20.

DALE, THOMAS, Dealer in Drainage Pipes, Leek, Staffordshire. Sept. 3 and Sept 25, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Challinor, Hanley; or Smith, Birmingham. *Pet.* Aug. 18.

DAVIES, CORNELIUS, & FREDERICK NORMAN, Cement and Lime Merchants, Crown-wharf, Great Scotland-yd., Westminster. Sept. 4, at 1.30, and Oct. 1, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Aug. 19.

DOCKREE, JOHN, Wine and Spirit Merchant, Shakespeare's Head, Percival-st., Goswell-st. Aug. 31, at 2, and Sept. 28, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Aug. 18.

FAIRLAMB, CHRISTOPHER, Cheesemonger, Newcastle-upon-Tyne. Aug. 28 and Oct. 9, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Watson, Newcastle-upon-Tyne; or Harwood, 10 Clement's-la., Lombard-st. *Pet.* Aug. 8.

FOX, GEORGE, Fret Cutter and Moulding Maker, 18 Wells-mews, Wells-st., Oxford-st. Sept. 3, at 12, and Sept. 30, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Neate, 14 Southampton-bldgs., Chancery-la. *Pet.* Aug. 18.

GARFORTH, ANTHONY, PAUL GARFORTH, & ENOCH GARFORTH (Anthony Garforth & Sons), Manufacturers, Earlsheaton, Yorkshire. Sept. 8, at 11.30, and Oct. 9, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Bond & Barwick; or Cariss & Cudworth, Leeds. *Pet.* Aug. 18.

GATRELL, JOHN, jun., late of Askham Richard, York, Farmer and Corn Miller, now a Prisoner for Debt in York Castle. Sept. 1, at 11.30, and Oct. 2, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Mason, York; or Cariss & Cudworth, Leeds. *Pet.* Aug. 18.

GORDON, ALICE, Shipowner, Sunderland, Durham. Aug. 28, at 11, and Oct. 6, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sol.* Brignal, Durham. *Pet.* Aug. 12.

HAMMOND, EDWARD WILLIAM, Woollen Manufacter, Staincliffe, Yorkshire. Sept. 8, at 12, and Oct. 9, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Bond & Barwick, Leeds. *Pet.* Aug. 13.

HUNT, WILLIAM EDWARD, Licensed Victualler (Cock and Bottle), 82 and 83 Strand. Sept. 3, at 12, and Sept, 30, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Bichley, 2 Surrey-st., Strand. *Pet.* Aug. 20.

JOHNSON, ROBERT, Builder. Phœnix-pl., Calthorpe-st., Gray's-inn-rd., and 2 Bell-yd., Gracechurch-st. Sept. 3, at 12.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Young & Plews, Mark-la. *Pet.* Aug. 20.

MURFIN, SAMUEL, Innkeeper, Litchurch, Derbyshire. Sept. 8 and 22, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Gamble, Derby; or Knight, Birmingham. *Pet.* Aug. 12.

NEWSOME, WILLIAM, & EDWARD WILLIAM HAMMOND, Scribbling Millers, Staincliffe, Batley, and Goose Hill, Heckmondwicke, Birstall, Yorkshire. Sept. 8, at 12, and Oct. 9, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Bond & Barwick, or Cariss & Cudworth, Leeds. *Pet.* Aug. 18.

PEACE, GEORGE ARKWRIGHT, & CHARLES ROSE, Timber Merchants, 2 South Wharf, Upper Belgrave-pl, Pimlico, and 44 Radnor-st., Chelsea. Sept. 4, at 1, and Oct. 1, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Shepheard, 24 Moorgate-st. *Pet.* Aug. 11.

POTTER, THOMAS WELBORN, Corn Merchant, York. Sept. 17 and Oct. 9, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Leeman & Clarke, York; or Blackburn, Leeds. *Pet.* Aug. 18.

STANDING, WILLIAM, Engineer, late of 9 Whitechapel-rd., but now of 10 Kingsland-cresct., Kingsland-rd. Sept. 5 and 30, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Jones, 20 King's Arms-yd., Coleman-st. *Pet.* Aug. 17.

THORBURN, JOHN, Bookbinder, 3 Pleydell-st., Fleet-st., and 51 Lower Stamford-st., Surrey. Aug. 29 and Oct. 2, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Innes, 20 Billiter-st. *Pet.* Aug. 19.

BANKRUPTCIES ANNULLED.

TUESDAY, *Aug.* 18, 1857.

BROWN, WILLIAM HENRY, Steel Roller and Merchant, Sheffield. Aug. 8.

FRIDAY, *Aug.* 21, 1857.

ORGAN, WILLIAM, Saddler, Walsall, Staffordshire. Aug. 19.

PYECROFT, THOMAS, Carrier, late of Caistor, Lincolnshire, now of Walton, Sandal Magna, Yorkshire. Aug. 18.

ROBINSON, WILLIAM, Dyer, Spring Meadow, Saddleworth, Yorkshire. May 25.

MEETINGS.

TUESDAY, *Aug.* 18, 1857.

BAKER, CHARLES, Upholsterer, 18 Brook-st., Grosvenor-sq. Sept. 18, at 12; Basinghall-st. *Com.* Evans. *Div.*

BRYAN, ROBERT HOFF, Clock and Watch Maker, Lincoln. Sept. 9, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton. *First Div.*

GIBSON, ALFRED, Ship and Insurance Broker, 9 Gt. St. Helen's, City. Sept. 9, at 2, Basinghall-st. *Com.* Fonblanque. *Div.*

HOFMAN, FREDERICK, Merchant, late of 44 Basinghall-st., now of 58 Herbert-st., New North-rd. Sept. 17, at 1; Basinghall-st. *Com.* Evans. *Last Ex.*

JONES, GEORGE WILLIAM, Milliner, 101 Oxford-st. Sept. 17, at 11; Basinghall-st. *Com.* Evans. *Div.*

KEY, JOSEPH, Ironmonger, Crowle, Lincolnshire. Sept. 9, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton. *First Div.*

NORTON, ROBERT JAMES, Ladies' Outfitter, 41 and 42 Fleet-st. Sept. 8, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

REEVES, WILLIAM AUGUSTIN, Baker, Wallingford, Berks. Sept. 17, at 12; Basinghall-st. *Com.* Evans. *Div.*

RICHARDSON, JAMES, JOHN SANDERS WICKS, & HENRY SMITH, Upholsterers, Upper Queen's-bldgs., Brompton. Sept. 9, at 2.30; Basinghall-st. *Com.* Fonblanque. *Div.* joint est.; and at 2, *Final Div.* sep. est. of J. S. Wicks.

STANLEY, GEORGE HENRY, Builder, 24 Cannon-st.-rd., St. George's-in-the-East. Sept. 16, at 11; Basinghall-st. *Com.* Evans. *Div.*

TRIPP, JAMES STEVENS, Dealer in Mining and other Shares, Lombard-st. Chambers, Clement's-la. Sept. 8, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

FRIDAY, *Aug.* 21, 1857.

WAYRE, WILLIAM, Mantle Warehouseman, 96 Oxford-st. Sept. 1, at 11; Basinghall-st. *Com.* Goulburn. (*By adj.* from July 29) *Last Ex.*

DIVIDENDS.

TUESDAY, *Aug.* 18, 1857.

LACE & ADDISON. Second, 1*s.* 5½*d.* joint est.; and 2*s.* 5*d.* sep. est. of J F. Lace. *Morgan*, 10 Cook-st., Liverpool; any Wednesday after Oct. 5, 11 to 2.

FRIDAY, *Aug.* 21, 1857.

CARR, JOHN, WILLIAM RIDLEY CARR, & HENRY FREDERICK SCOTT, Iron Manufacturer, Wallsend. First, 2*s.* joint est.; and 9*s.* 1*d.* sep. est. W. R. Carr. *Baker*, Royal-arcade, Newcastle-upon-Tyne; Saturday, Oct. 10, or any subsequent Saturday, 10 to 3.

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchant, Newcastle-upon-Tyne. Div., 20*s.* sep. est. J. Skelton. *Baker*, Royal-arcade, Newcastle-upon-Tyne; Saturday, Oct. 10, or any Subsequent Saturday, 10 to 3.

HERRING, JAMES CRAGGS, & WILLIAM HERRING, Timber Merchants, Sunderland, Div., 20*s.* sep. est. J. C. Herring. *Baker*, Royal-arcade, Newcastle-upon-Tyne; Saturday, Oct. 10, or any subsequent Saturday, 10 to 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Aug.* 18, 1857.

COOK, JAMES, Boarding-house-keeper, late of 78½ Queen-st., Cheapside, now of Peckham, Surrey. Sept. 9, at 1; Basinghall-st.

COX, HENRY IVIMEY, Grocer, High-st., Stratford, West Ham, Essex. Sept. 18, at 12; Basinghall-st.

DOWNES, WILLIAM, Smith, 96 Gt. Dover-st., Newington. Sept. 10, at 11.30; Basinghall-st.

FERNELL, RICHARD, Commission Agent, 22 Aldermanbury. Sept. 18, at 12.30; Basinghall-st.

FLUX, WILLIAM HENRY, Grocer, Heston, Middlesex. Sept. 10, at 11.30; Basinghall-st.

HANBURY, JONATHAN, Grocer, Matfield-green, Brenchley, Kent. Sept. 9, at 12; Basinghall-st.

HILL, ELIZABETH, Coachbuilder, Little Moorfields. Sept. 10, at 11.30; Basinghall-st.

KEETLEY, ROBERT, Shipbuilder, Great Grimsby, Lincolnshire. Sept. 16, at 12; Townhall, Kingston-upon-Hull.

M'NAUGHT, ROBERT, Linendraper, Bushey Heath, Herts. Sept. 10, at 12; Basinghall-st.

PALMER, HENRY, Linendraper, High-st., Portsmouth. Sept. 21, at 2.30; Basinghall-st.

RENNISON, FRANK, Merchant, 21 Milk-st., Cheapside; also Schoolmaster, 8 Matson-ter., Kingsland-rd. Sept. 9, at 2; Basinghall-st.

RICHES, CHARLES HURRY, Carrier, Cardiff, Glamorganshire. Sept. 8, at 11; Bristol.

SANSBURY, THOMAS STOYLES, Dealer in Hemp, 24 Mark-la. and Seething-la.; Sept. 10, at 12; Basinghall-st.

SUMMERS, JAMES, Wholesale Jeweller, 38 Hatton-garden. Sept. 9, at 12; Basinghall-st.

WALTON, GRANVILLE SCOTT, Factor, Wolverhampton, Staffordshire. Sept. 11, at 10; Birmingham.

WATSON, WILLIAM, Licensed Victualler, Birkenhead, Cheshire. Sept. 9, at 11; Liverpool.

FRIDAY, *Aug.* 21, 1857.

EASTON, JOHN, Builder, 20 Clapham-rd., Surrey. Sept. 11, at 11; Basinghall-st.

HACKETT, SAMPSON. Draper, Cradley Heath, Staffordshire. Sept. 11, at 10; Birmingham.

HILL, JOSEPH, Cordwainer, Chester. Sept. 14, at 12; Liverpool.

JONES, THOMAS, General Shopkeeper, Aberavon and Cwmavon, Glamorganshire. Sept. 21, at 11; Bristol.

PINCOTT, WILLIAM EBENEZER, Wholesale Teadealer, Cardiff, Glamorganshire. Sept. 15, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Aug.* 18, 1857.

BARRY, JOHN, Linen and Woollen Draper, Cashel, Clonmel, co. Tipperary, Ireland; also at Manchester. Aug. 12, 1st class.

DUNCAN, RICHARD, Wine Merchant, 43 Lime-st. Aug. 11, 3rd class.

ENTWISTLE, JONATHAN (Prisoner for Debt in Lancaster Castle), Tailor, Bury, Lancashire. Aug. 12, 3rd class.

GILLETT, GEORGE, Cabinetmaker, Preston, Lancashire. Aug. 12, 1st class.

KEY, JOSEPH, Ironmonger, Crowle, Lincolnshire. Aug. 12, 2nd class.

LAWRENSON, THOMAS, Shipsmith, Liverpool. Aug. 12, 2nd class.

WILLIAMSON, GEORGE, Woollen Manufacturer, Stair Mill, Crosthwaite Cumberland. Aug. 14, 3rd class; subject to suspension until Dec. 14.

FRIDAY, *Aug.* 21, 1857.

BANNISTER, EDWARD, Maltster, Woodsetton, Sedgley, Staffordshire. Aug. 14, 3rd class.

BETTS, JOHN, Grocer, 16 West-st., Bristol. Aug. 18, 1st class

BRADSHAW, JAMES, & AARON COLLINSON, Cotton Manufacturers, Burnley, Lancashire. Aug. 14, 3rd class, to J. Bradshaw.

CARR, JOHN, Wallsend, Northumberland, WILLIAM RIDLEY CARR, Scotswood, Northumberland, & HENRY FREDERICK SCOTT, Gateshead, Durham (John Carr & Co.), Iron Manufacturers. Aug. 18, 3rd class; and to be suspended until Dec. 18.

CLEMENS, RICHARD NATTLE, Tailor, Liskeard, Cornwall. Aug. 13, 3rd class; to be suspended for three months.

ELLIS, GEORGE, Miller, South Brent, Devonshire. Aug. 13, 3rd class; to be suspended for six months.

HUNTLEY, THOMAS, Grocer, Sunderland, Durham. Aug. 13, 3rd class; and to be suspended until Feb. 13, 1858.

LAIDLER, THOMAS (John Carr & Co.), Coke Burner, Jarrow, Durham. Aug. 18, 3rd class; and to be suspended until Dec. 18.

REED, JOHN BURGOYNE, Shipbroker, Cardiff, Glamorganshire. Aug. 18, 2nd class.

RIMER, PHILIP, Cigar Merchant, formerly of Clarence-pl., Dalston, now of Windmill-st, Gravesend. Aug. 13, 3rd class; having been suspended for six months from Feb. 10.

Professional Partnerships Dissolved.

Tuesday, Aug. 18, 1857.

EDLESTON, RICHARD CHAMBERS, & ROBERT CHAMBERS EDLESTON, Attorneys and Solicitors, Nantwich, Cheshire; by mutual consent. The said business will be carried on by Richard C. Edleston, in Hospital-st., Nantwich; and by Robert C. Edleston, at the offices of the late firm, in Barker-st. Aug. 10.

PAYNE, E. TURNER, & J. KILVERT BARTRUM; by effluxion of time. Aug. 17.

Assignments for Benefit of Creditors.

TUESDAY, *Aug.* 18, 1857.

DUFFIELD, JOHN, Grocer, Deansgate, Manchester. Aug. 5. *Trustees*, G. H. Fryer, Tea Merchant, Manchester; J. Moss, Provision Merchant, Manchester. Indenture lies at offices of Caster & Co., Public Accountants, 14 St. Ann's-sq., Manchester.

HARVEY, WILLIAM, Baker, High-st., Fulham. Aug. 4. *Trustees*, W. Runder, Gent., Albany-rd., Camberwell; J. Pitman, Builder, Fulham. *Sols.* Walters & Son, 36 Basinghall-st.

FRIDAY, *Aug.* 21, 1857.

BAINBRIDGE, ROBERT, Builder, Newcastle-upon-Tyne. Aug. 7. *Trustees*, W. B. Wilkinson, Plasterer, of same place; W. H. Welford, Ironmonger, of same place. *Sol.* Burnup, Newcastle-upon-Tyne.

BARRS, ROBERT, Wheelwright, Bentley, Warwickshire. Aug. 15. *Trustees*, R. Heathcote, Maltster, Baxterley, Warwickshire; J. Eadie, Brewer, Burton-upon-Trent. *Sols.* Radford & Sons, Atherstone. Creditors to execute within three calendar months from Aug. 15.

BUSWELL, CHARLES, Ironmonger, Lutterworth, Leicestershire. July 27. *Trustees*, H. Buswell, Plumber, Lutterworth; T. J. Sale, Tea Dealers, Nottingham. *Sol.* Mash, Lutterworth.

CASTLE, THOMAS, Innkeeper, Talbot Hotel, Normanton, Yorkshire. July 27. *Trustees*, J. Johnson, Wine and Spirit Merchant, Wath-upon-Dearne, Yorkshire. *Sol.* Fernandes, Barston-sq., Wakefield.

CHESMAN, ROBERT, Draper, West Butterwick, Lincolnshire. Aug. 7. *Trustees*, J. Spinks, Grocer, R. Collitt, Chemist and Druggist, both of Gainsborough. *Sol.* Oldman, Gainsborough.

CLAPSON, JOHN, Yeoman, Willingdon, Sussex. Aug. 10. *Trustees*, T. Morris, Yeoman, Ranscomb; D. White, Shopkeeper, Hailsham. *Sol.* Sinnock, Hailsham.

COLLINGS, HENRY, Linendraper, Rose-ter., Brompton, Middlesex. Aug. 4. *Trustees*, T. Puzey, Warehouseman, Bread-street; G. Snelling, Warehouseman, Cheapside. *Sols.* Reed, Langford, & Marsden, 59 Friday-st.

DAVIES, WILLIAM, Painter, Birkenhead, Cheshire. Aug. 14. *Trustee*, L. Smith, Paper-hanging Manufacturer, Manchester. Indenture lies at offices of Caster & Co., Accountant, 14 St. Ann's-sq., Manchester.

DOUGLAS, GEORGE, Stationer, Liverpool. July 22. *Trustees*, D. Marples, Stationer and Printer, Hope-pl., Liverpool; J. H. Humphris, Agent, Crown-st., Liverpool. *Sol.* Teebay, 22 North John-st., Liverpool.

FISH, RICHARD, Draper, Wellingborough, Northamptonshire. Aug. 3. *Trustees*, J. Robinson, Farmer, Kettering; R. Slater, Warehouseman, Fore-st., London; G. Bayes, Farmer, Finedon, Northamptonshire. *Sol.* Garrard, Kettering.

HEMUS, THOMAS, ROBERT WILLIAMS, & ROBERT CLAYTON, Shopkeepers, Stalybridge, Cheshire. Aug. 3. *Trustee*, J. J. Cartwright, Corn-dealer, Wakefield. *Sols.* Lee & Shaw, Stamford-st., Stalybridge.

HOWILLS, THOMAS, Draper, Hereford. Aug. 3. *Trustees*, J. T. Stuttard, Warehouseman, Wood-st., London; R. Edwards, Farmer, Upper Lyde, Herefordshire. *Sols.* Mason & Sturt, 7 Gresham-st., London.

JONES, WALTER, Seedsman, Crickhowell, Brecknockshire. Aug. 5. *Trustees*, R. C. Ward, & James Garraway, Nurserymen, Bristol. *Sols.* J. & H. Livett, Albion-chambers, Bristol.

MOORHOUSE, ISAAC, Woollendraper, Pontefract, Yorkshire. Aug. 17. *Trustees*, T. Crowther, Woollen Merchant, Hey, Wooldale, Kirkburton, Yorkshire; O. Bairstow, Woollen Merchant, Huddersfield. *Sol.* Arundel, Ropergate, Pontefract, and 1 Albion-st., Leeds.

MUIR, JAMES MILLS, Draper, Rassbottom-st., Stalybridge, Lancashire, and of Ridghill, Innkeeper Aug. 11. *Trustees*, J. Muir, out of business, Ridghill; J. Norton, Overlooker, Stalybridge. *Sols.* Lees & Shaw, Stamford-st., Stalybridge.

RICH, CHARLES RIDER, Printer, Reigate, Surrey. July 25. *Trustee*, S. T. Parr, Printer; J. Stevenson, Printer, Reigate. *Sol.* Hyett, 47 Blackman-st.

SERJEANT, ROBERT HILL, Weston-super-Mare, Somersetshire. July 21. *Trustee*, E. W. Martin, Chemist, Guildford, Surrey. *Sol.* Lovett, Guildford.

STEVENS, JAMES, Builder, East Peckham, Kent. Aug. 3rd and 4th. *Trustees*, R. Tassell, Timber Merchant, Maidstone, Kent; W. Haynes, Ironmonger, Maidstone. *Sol.* Stenning, Tonbridge.

TURNER, JOHN, & ROBERT GEORGE SHARPIN, Carpenters and Builders, Cumberland-house, Moscow-rd., Bayswater. Aug. 10. *Trustees*, C. Richardson, Cement Merchant, South Wharf, Paddington-basin, Paddington; J. F. Smith, Brick Maker, Acton-rd., Acton. *Sol.* Clarke, 29 Bedford-row, Holborn.

Creditors under Estates in Chancery.

TUESDAY, *Aug.* 18, 1857.

BLACKER, THOMAS SMITH (who died in April, 1857), Stationer, Halkin-st. West, Belgrave-sq. Creditors to come in and prove their debts or claims on or before Nov. 7, at V. C. Kindersley's Chambers.

BLAMIRE, ROBERT (who died in Jan. 1857), Cumbwick, Dalston, Cumberland. Creditors and incumbrancers to come in and prove their claims on or before Nov. 14, at V. C. Stuart's Chambers.

BOOTH, MARTHA (who died on Oct. 9, 1855), Widow, late the wife of James Booth, Cloth Manufacturer, Armley, Leeds (formerly Martha Morton, Hunslet). Creditors to come in and prove their debts on or before Oct. 30, at Master of the Rolls' Chambers.

CHADWICK, WILLIAM (who died in Dec. 1852), Builder and Contractor, Grove-park, Camberwell. Creditors to come in and prove their debts on or before Nov. 7, at Master of the Rolls' Chambers.

DEVONSHIRE, JOHN KEMPE (who died in Dec. 1856), Gent., East Moulsey, Surrey. Creditors to come in and prove their debts on or before Nov. 16, at Master of the Rolls' Chambers.

GEAR, SARAH (who died in May, 1857), Spinster, Bridgewater-st., Somer's-town. Creditors to come in and prove their debts on or before Nov. 7, at Master of the Rolls' Chambers.

HALL, JOHN (who died on June 8, 1851), Farmer, Cottam, Notts. Creditors to come in and prove their debts on or before Oct. 31, at V. C. Wood's Chambers.

WHITE, WILLIAM, JOHN WHITE, & JOHN EDWARDS, deceased, late of the Island of Jamaica. Creditors, or the representatives of such creditors who claim to be interested under a certain indenture of release, dated Mar. 11, 1779, to come in and prove their claims on or before Nov. 1, at V. C. Wood's Chambers.

FRIDAY, *Aug.* 21, 1857.

HATSELL, SUSANNAH (who died in Feb. 1857), Widow, 5 Wellington-pl, Turnham-green. Creditors to come in and prove their debts on or before Oct. 30, at Master of the Rolls' Chambers.

TREFFRY, JOSEPH THOMAS (who died in Jan. 1850), Esq., Place Fowey, Cornwall. Creditors to come in and prove their debts on or before Nov. 5, at V. C. Stuart's Chambers.

WALKER, PETER (who died in Nov. 1842), Smallware Manufacturer, Radcliffe, Lancashire. Creditors to come in and prove their debts on or before Sept. 18, at office of Registrar of the Liverpool District, 4 Norfolk-st., Manchester.

WINN, THOMAS HANBY (who died in Aug. 1850), Merchant, Liverpool. Creditors to come in prove their debts or claims on or before Sept. 21, at office of District Registrar, 1 North John-st., Liverpool.

Winding-up of Joint Stock Companies.

TUESDAY, *Aug.* 18, 1857.

ELECTRIC TELEGRAPH COMPANY OF IRELAND.—The Master of the Rolls purposes, on Aug. 26, at 12, at his Chambers, to make a further call of £1 per share on all the contributories in the settled list, and who have not been compromised with; such call to be payable by two instalments of 10*s.* each, on Oct. 7 and Jan. 7.

LANCASHIRE DEBT GUARANTEE COMPANY.—V. C. Stuart peremptorily orders a call of £5 per share to be made on all the contributories; and that each contributory, on or before Aug. 26, pay to W. Turquand, Official Manager, 13 Old Jewry-chambers, the balance (if any) which will be due from him after debiting his account in the Company's books with such call.

NORTH TAMAR MINING COMPANY.—V. C. Kindersley peremptorily orders a call of 10*s.* 6*d.* per share to be made on all the contributories; and that each contributory, on Aug. 31, at 11, at the offices of the Official Manager, 20 Cockspur-st., Charing-cross, pay the balance due from him after debiting his account in the Company's books with such call.

FRIDAY, *Aug.* 21, 1857.

ANGLO-CALIFORNIAN GOLD MINING COMPANY.—The liquidators charged with the winding up of this Company have made a call of 3*s.* per share, to be paid, on Aug. 31, to their account, at the London and Westminster Bank, Lothbury; or to Mr. Goodman, at the offices of the Company, Gresham House, Old Broad-st.

Scotch Sequestrations.

TUESDAY, *Aug.* 18, 1857.

HERNULEWICZ, EDWARD, & JAMES ANDREW RAMSAY MAIN, Iron and Wire Fence Manufacturers, Glasgow. Aug. 25, at 2, Glasgow Stock Exchange, National Bank-bldgs., Glasgow. *Seq.* Aug. 11.

KIDD, JOHN, Mathematical Instrument Maker, Dundee. Aug. 21, at 12, British Hotel, Dundee. *Seq.* Aug. 5.

LAMB, JOHN, Miller, West-st., Glasgow. Aug. 28, at 2, Glasgow Stock Exchange, National Bank-bldgs., Glasgow. *Seq.* Aug. 15.

SMITH, HUGH (Hugh Smith & Co.), Turkey-Red Dyer and Commission Merchant, Greenbank, Pollockshaws, Renfrewshire, and West Nile-st, Glasgow, Lanarkshire. Aug. 24, at 12, Faculty Hall, St. George's-pl., Glasgow. *Seq.* Aug. 11.

THOMPSON, WILLIAM, Farmer, Drumbuoy, Glasford, Lanarkshire. Aug. 21, at 12, Commercial Inn, Hamilton. *Seq.* Aug. 12.

FRIDAY, *Aug.* 21, 1857.

M'LEOD, DAVID (D. M'Leod & Co.), Shipbuilder, Pollockshields, Glasgow, and Craufurd-st., Glebe, Greenock. Aug. 31, at 12; White Hart Inn, 50 Cathcart-st., Greenock. *Seq.* Aug. 18.

MITCHELL, JAMES, Merchant, Perth. Aug. 31, at 10; Procurator's-library, County-bldgs., Perth. *Seq.* Aug. 18.

PEARSON, WILLIAM, Spirit Merchant, Anderston, Glasgow, residing at 133 Waterloo-st., Glasgow. Aug. 25, at 12; Faculty Hall, St. George's-pl., Glasgow. *Seq.* Aug. 15.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 29, 1857.

NISI PRIUS ELOQUENCE.

It is not often that the London journals report at length the effusions of provincial advocacy. Some general expressions, such as, "Mr. So-and-so made an eloquent and forcible appeal," or "Mr. Such-an-one, in a powerful and feeling speech," are all that is usually bestowed on a whole garden of rhetorical flowers, which, however, bloom in full luxuriance in the pages of the local newspapers. We have been favoured, by a correspondent, with a copy of the *Wrexham Telegraph*, containing a very choice specimen of the oratory which is in the highest esteem in the Assize Courts of Chester; and, as our readers are much concerned to know the various talents and qualifications of advocates, we cannot do better than invite them to examine the sample here presented.

The action of *Lewis* v. *Bayley*, tried at Chester, on the 4th inst., before Lord Chief Justice Cockburn and a special jury, was brought by a solicitor and clerk to the magistrates at Wrexham, against the proprietor of a newspaper, published in the same town, to recover damages for an alleged libel. Mr. Neale, of the Oxford Circuit, was specially retained for the defendant; and we presume that this step was taken under an opinion of his skill and power, which he would naturally do his best to justify. Indeed, when he begins by declaring that he cannot introduce "one particle of eloquence," and that he shall put to the jury merely "a common-sense view of the case," we see at once that some extraordinary display of forensic art is in store for us—

> "I am no orator, as Brutus is;
> But, as you know me all, a plain, blunt man."

These words occur in the course of a skilful and highly-wrought appeal to the passions of a popular assembly, and it is one among innumerable proofs of the poet's knowledge of the human mind, that Mr. Neale, at the Chester Assizes, should decorate his "common-sense view" of his client's case with quotations from Johnson, Pope, Goldsmith, and Shakespeare himself. Nor does the learned gentleman neglect another of the usual topics of an opening. After renouncing even the smallest claim to that character for eloquence which he intends to do his utmost to establish, he proceeds to attribute to the jury a soundness of judgment, which, if they possessed it, would render his oratorical flights in the last degree perilous to his client's case. We will ourselves endeavour to bring to the consideration of Mr. Neale's speech a little of that same common sense which he says is his own strong point, and let us see how it will bear the test. It is stated, but neither proved nor positively denied, that Mr. Lewis, the plaintiff, is not only an attorney, but editor of a newspaper competing with that of the defendant. Of course Mr. Neale, although not an orator, improves this topic of the enmity between the two local journals as skilfully as if he had been Antony himself. "Do you think," he asks, "if the plaintiff had not been the editor of a rival paper, that you would have heard anything about this matter?" This is a good point well made. The alleged libel itself compares the plaintiff to the notorious firm of Quirk, Gammon, and Snap; and the defendant's counsel here suggests a parallel with the equally celebrated Mr. Potts of the *Eatanswill Gazette*. Presently, however, Mr. Neale gets upon another tack. He assails the plaintiff on the old familiar ground that he is an attorney. "If Mr. Lewis had been simply an editor, and not editor and attorney, would you have ever heard of the affair?" To our minds, this argument is inconsistent with that before employed. But, perhaps, if we had listened to a recitation of Pope, Goldsmith, and Shakespeare, by a gentleman specially selected to give all the points effectively, our memory and discernment would have been so far enfeebled as to render Mr. Neale's experiment on them by no means dangerous.

The declaration alleged that the plaintiff had been injured by the libel in his reputation as an attorney; and it is to meet this complaint that the defendant's counsel has recourse to copious extracts from the English classics. His reasoning is, that the reputation of an attorney is necessarily, and independently of his conduct, such, that it cannot possibly matter how much abuse and falsehood may be lavished on him in the progress of his career. The devil is black already, and the most unsparing application of the paint-brush cannot darken his complexion by a shade. An attorney sensitive about his character! "I cannot conceive," says Mr. Neale, "how the plaintiff could believe you capable of swallowing such a story." A special jury of Cheshire is much too intelligent to be deluded by such a transparent artifice. The plaintiff, gentlemen, may think you fools, but we know you better. Three of our standard authors have undertaken to ridicule attorneys, and have done their work so well, that there is really nothing left to be said by the *Wrexham Weekly Advertiser*. Indeed, the editor of that newspaper can only regret that Johnson, Pope, and Goldsmith should have lived and thought before him, and that his own lot has been cast in the middle of the nineteenth century, when there are very few poetic crowns remaining to be won. The pretensions of attorneys to respectability were effectually disposed of more than one hundred years ago, and the plaintiff in this action must certainly be a very sanguine man if he hopes to persuade an enlightened jury to award to him one single farthing for damage to his professional reputation.

So far Mr. Neale is not illogical, and we can believe that he spouted his poetic extracts with an emphasis that produced a very considerable effect. But it would never have done to have stopped there. He makes haste to add, that "the profession of a lawyer is not necessarily what these authors have described—nay, it is an honourable profession." But if this be so, Mr. Lewis has, or may possibly have, a character to lose; and an attorney complaining of a libel is not necessarily, after all, an impudent impostor, experimenting upon the credulity of special juries, and the absence of any advocate as clear-sighted and outspoken as Mr. Neale. The poets are not to be believed. They had, in fact, a tendency, occasionally shared by barristers, to exaggerate and use high colouring for the sake of producing a strong effect. The profession is respectable enough; and it is only the litigiousness of persons like Mr. Lewis, "who are constantly poking their writs at their neighbours," that brings the profession into ridicule. But it happens that the question, whether Mr. Lewis had or had not good reason for "poking his writ" at Mr. Bayley, is the very question which the learned counsel was specially retained to argue. There can be

no ground for this action, because the poets have said that all attorneys are rogues. The poets, however, only said so because attorneys brought groundless actions, like the present, which is without foundation, for the reason before stated. This, in a few words, and omitting the quotations, was the argument of the defendant's counsel. The plain statement of it is a sufficient refutation, and we think that the speech in which it is embodied is anything but a creditable specimen of *Nisi Prius* eloquence.

There was a verdict for the plaintiff, with £10 damages, and the judge certified for the special jury. The costs cannot but be considerable; and Mr. Neale anticipated in his speech that the effect would be to "sell the defendant up, types, house, presses, and dismiss him to the winds; and the lion of Wrexham will roam over the desert without even a Gordon Cumming to oppose him." This we take to be a metaphorical way of stating that the *Wrexham Weekly Advertiser* will shortly be numbered among the defunct cheap newspapers; and that the *Wrexham Telegraph*, or whatever be the title of Mr. Lewis's paper, if he have a paper, will enjoy sole dominion over the public mind of the district which has given birth to these disputes. To compare the editor of a country journal, whose rivals have become extinct, to a lion roaming unopposed over the desert, is certainly a piece of bold imagery; and we think, that, although Johnson, Pope, and Goldsmith may have anticipated Mr. Neale's client, Mr. Neale himself is still capable of originality even in the nineteenth century.

Why such extravagant violations of propriety should be introduced into *Nisi Prius* speeches we cannot tell, any more than we can conceive a reason why stupid, ungrammatical libels should be published in provincial newspapers, and obstinately persisted in when a retractation could so easily have been made. To trace the history of one of these miserable local squabbles is disgusting and disheartening in the last degree; and we certainly should not have entered into the details of this Wrexham case but for the unwarrantable and sweeping license assumed by the defendant's counsel. We must say that the pleading was worthy of the client. The advocate and the editor showed themselves on a level of taste and feeling; and the conduct of both was most justly reprobated by Lord Chief Justice Cockburn, who, on other occasions besides this, has very effectively interfered where attorneys have been assailed with unmerited obloquy by counsel. His Lordship commenced his charge to the jury with the following remarks, which well deserve all the publicity that can be given to them:—

"I shall always consider it part of my duty, so long as I have the honour of presiding in a court of justice on trials of this kind, where an action is brought by a man who complains that his character has been libelled, to advise a jury, if they see reason to think that the libel relates to the individual who comes forward to complain, and that the matter is libellous and one for which reparation ought to be given, to consider it the most serious and grievous aggravation of the wrong that has been done to the complainant, that the defendant has taken advantage of the opportunity of the defence, to endeavour to heap ridicule and obloquy upon the man who has had the misfortune to have had his character assailed, and who comes into a court of justice to seek for redress for the injury he has sustained. Because a gentleman, who is an attorney, has reason to think his character has been attacked, and thinks himself entitled to submit to a jury of his countrymen the question of whether he is not entitled to have that character vindicated, he is therefore to be assailed by an eloquent counsel in every mode which eloquence and ingenuity and research can suggest to heap upon him ridicule and contempt, is what I think no jury ought to permit without marking their sense of such a defence. That he is to be classed among 'vile atttorneys,' described as a 'useless race;' and to have pieces of poetry brought forward for the purpose of showing that all the merits in the world cannot prevent a man from being the subject of ridicule because he happens to be an attorney—I say a defence of that description is tenfold, if not an hundredfold, an aggravation of any libel which can be brought against a man for any departure from the propriety of his profession. Therefore I feel it to be my bounden duty to tell you, if you think it is a libel and directed against the plaintiff, that the line of defence resorted to here, in seeking to heap obloquy upon the profession and personal character of this gentleman, is a most grievous aggravation, and one which it is your bounden duty to take into your serious consideration."

FRENCH TRIALS.

Considerable attention has been directed by several of our contemporaries to the proceedings in the recent State trial at Paris. Political writers will, of course, draw their own conclusions from these occurrences, and will tax their ingenuity to prove what, to any lawyer, was clear at first sight—that there was "no evidence," in the English sense of the word, against the accused persons. Such subjects do not fall within the scope of this journal, but it may interest our readers to see a short comparison between the more important features of French and English criminal procedure.

One great distinction will be found to run through the whole of the two systems, modifying even their most minute details. In England there is no connection whatever between the judge who tries the case and the prosecutor who brings the prisoner before him. The Court simply hears the evidence laid before it by two parties, to both of which it is a stranger, and acts according to the result to which that evidence points. In France a very different state of things takes place. The trial before the *Cour d'Assises* is but the last act in an inquiry which from first to last is under the control of the Government. A different set of officers are, no doubt, concerned in it from those who directed the preliminary investigations; but it is still substantially and really an inquiry on the part of the State, and not, in our sense of the word, a trial. When a man is arrested in France, he is subjected to an elaborate system of interrogations, which are prolonged and repeated, apparently, quite at the discretion of the police. Witnesses are, in the meantime, searched for in every quarter; and when, at last, the "*ministère publique*" considers the case sufficiently strong, it is sent before a jury. It is on its arrival at this stage that French procedure displays its most curious characteristics. The trial opens by the reading of the *acte d'accusation*; and any one who wishes for a striking example of the nature of these documents would do well to read that which the Procureur-General, M. Vaisse, composed on the subject of Tibaldi, Grilli, and Bartolotti. He need not be afraid of finding it dull. M. Dumas, in one of his most popular novels, introduces a Procureur-General, who solaces himself under the affliction of seeing his wife poison the rest of the family, by composing, with infinite care and pains, an *acte d'accusation* against a criminal who turns out to be his own son; and the novelist declares that the lawyer's efforts were never more happy. We can well believe that the pursuit must be an absorbing one, for it is hardly possible even for a mind trained in the inveterate scepticism as to facts, which the practice of English law is apt to produce, not to believe any person guilty of anything of which an *acte d'accusation* accuses him. The style is so good, the story is so neatly arranged, the difficulties or deficiencies in the evidence are so skilfully glossed over, that it seems almost an impiety, or, at the very least, a personal affront to the author of the document, to decline to adopt his conclusions. The *acte* is throughout a sort of triumphant account of the steps which led the Government to a great discovery, prefaced with a variety of moral sentiments about the guilt of assassination, and the objections to revolutions. Here and there, in a conversational way, a little evidence is thrown in; but it is done with the air with

which a man performs an act of supererogation. The substantial part of the business is, not a dry collection of technical proofs which will warrant the jury in convicting the prisoner, but a very picturesque and interesting story, interspersed with many observations upon crime, human nature, and the honourable sentiments which remain at the bottom of the most perverted hearts, with which M. Vaisse is fortunate enough to have an opportunity of regaling his audience.

After the *acte* has been read the Procureur-General makes his speech, and then the President questions, first the prisoners, and then the witnesses. The interrogation of the prisoners at the late trial was infinitely more important than the examination of the witnesses; and, indeed, as two of the three admitted their guilt, this could hardly be otherwise. We must, however, observe, that nothing could be less satisfactory than their statements; indeed, by their own accounts, they had lied so freely and so often, that we should hardly have believed their evidence in the most utterly unimportant circumstance. The unfortunate man who denied his guilt was examined with all the rigour of the law; and the sort of bias which the Court felt against him is obvious from the fact, that, notwithstanding his reiterated assertions that a coat found in a box, which was said to belong to him, did not fit him, and his vehement requests that it might be tried on, the judge refused to make the experiment.

The most singular parts of the system to English lawyers are the latitude of drawing inferences which French juries enjoy, and the total absence of what we are accustomed to consider the best of all engines for ascertaining truth — cross-examination. The letters produced before the Court, and said to have been written by M. Mazzini, were not traced to him in any way whatever. The President, indeed, observed that they had been compared with his handwriting, and were very like it; and M. Vaisse, in his elegant literary way, remarked that, according to the saying, "*le style c'est l'homme*," there could be no doubt at all as to their authorship. According to English views, the President's assertion, which was supported by no proof whatever, was a complete transgression of the bounds of his duty; and there is something extremely ludicrous in the notion that a set of jurymen may be presumed to be so fully acquainted with M. Mazzini's writings as to be able to recognise his style in familiar letters. The absence of cross-examination is the feature of the performance which disappoints us most. Oh, for one hour of Mr. Edwin James! was the principal observation suggested by many parts of the evidence. It would have been a real pleasure in the present hot weather to have seen M. Bartolotti attempting to explain how he knew that the man he saw was M. Mazzini, and what reason that gentleman had to pay him in advance for undertaking to kill the Emperor. It would have been amusing to hear him detail his impressions as to the frequency or otherwise of meeting fat Frenchmen with whiskers and mustaches in the streets of London; and to have listened to his explanations as to what he did with the fifty Napoleons which found their way into his rascally pocket. There may be a certain classical stateliness in a French court of law. Our Parisian contemporaries report some beautiful sentences about "the chosen of six millions," "the hand of assassination," and the cowardice of those who can suborn, but dare not commit, murder. It is all very fine, and very clever, but there is nothing like leather. Years ago, a famous speaker at a flourishing debating club had a stock sentiment beginning, "Will ye part with your birthright for this miserable mess of pottage?" His friends called it the mess of pottage peroration, and laughed at it, but, somehow, liked it. We experience, in reading French law reports, a somewhat similar feeling. We long for the "Dismiss from your minds, gentlemen, I entreat you, whatever you may have heard elsewhere;" and we sigh for the "Be careful, Sir;" the "You are on your oath, Sir;" the "Have you never said, &c., &c., Sir." A little more use of these condiments, coarse as they are, would make the French dish far more palatable to our English stomachs.

Legal News.

VICE-CHANCELLORS' CHAMBERS.—*Aug.* 24.

(Before Vice-Chancellor Sir W. P. Wood.)

Henry and Others v. *The Great Northern Railway Company.*

The hearing of this cause, which commenced on the previous Friday, was concluded to-day.

Mr. *Daniel*, Q.C., and Mr. *Turner*, were counsel for the plaintiffs; the *Attorney-General*, Mr. *Denison*, Q.C., and Mr. *Rochfort Clarke* were for the defendants.

The plaintiffs hold various amounts (being in the aggregate £135,695) of the four descriptions of preference stock issued by the Great Northern Railway Company, and the object of the suit was to obtain a declaration that the plaintiffs and other preference shareholders are entitled to be paid full dividends from the 30th of June, 1856, before any dividends shall be paid to the ordinary shareholders, and to restrain the company by injunction from declaring or paying dividends to the ordinary shareholders without regard to such right of the plaintiffs and the other holders of preference stock.

From the statement of Mr. *Daniel* it appeared that the net revenue applicable to dividend for the half-year ending the 31st of December, 1856, was 243,923*l.* 5*s.* 8*d.*; but shortly before the end of that half-year it was discovered, that, during the preceding eight years, large quantities of each sort of stock, particularly of the original, had been forged by Leopold Redpath, which, with the dividends that had been paid thereon, amounted to nearly that sum. The valid stock not being easily distinguishable from the forged, no dividends could safely be paid; and as the holders of the forged stock appeared to have purchased it *bonâ fide*, and for value, the company were advised to apply to Parliament for an Act to make valid the spurious stock, and to authorise the payment of dividends thereon. At the general meeting of the company held subsequently, on the 12th of March, after considerable discussion, it was resolved—

"That no dividend be declared, but that this meeting considers it desirable that the balance of 243,923*l.* 5*s.* 8*d.* mentioned in the directors' report should be applied to meet the losses caused by Leopold Redpath, referred to in the directors' report, and that the directors be, and are, hereby requested and authorised so to apply the said balance when and in such manner as they may consider most beneficial to the company."

A Bill was thereupon introduced into Parliament, which, after making valid the spurious stock, required the directors to apply the above-mentioned net balance of revenue and any moneys to be received by the company from Redpath's estate in paying the expenses occasioned by his frauds. By the 139th Standing Order of the House of Commons—

"No railway company shall be authorised to alter the terms of any preference or priority of interest or dividend which shall have been granted by such company in pursuance of, or which may have been confirmed by, any previous Act of Parliament, or which may otherwise be lawfully subsisting, unless the Committee on the Bill report that such alteration ought to be allowed, with the reasons on which their opinion is founded, together with the number of preference shareholders who have assented to or dissented from such alteration."

The Bill was introduced into Parliament, without reference to this Standing Order, as a Bill which did not by its provisions affect to deal with any right of preference shareholders. Upon the Bill going to the House of Lords, where no such Standing Order exists, the directors, apparently thinking that something to authorise the confiscation of the rights of the preference shareholders ought to appear on the face of the Bill, proposed, after the latter had again failed to procure the insertion of an express clause in their favour, to add to clause 3, which directs, as already mentioned, the application of any possible surplus, the words "and thereupon the said sum of £243,923*l.* 5*s.* 8*d.* shall be considered to have been duly divided among all classes of shareholders in the company." This addition was opposed on the third reading, but carried on a division by the majority of 53 to 7. On the Bill, with this amendment, coming down to the House of Commons, the commercial spirit of the House rose up in arms against such an introduction, and Mr. Denison, seeing the feeling of the House so strongly against him, withdrew it, without going to a division. The House returned the Bill to the Lords with the following reason for disagreeing to the amendment:—"Because the said amendment,

if adopted, would decide a question of law in dispute between the preference and ordinary shareholders of the Great Northern Railway Company, which ought to be left to the decision of a court of law." The Lords thereupon did not insist upon their amendment, and the Bill passed as it now stands. The learned counsel then cited the cases of *Stevens* v. *South Devon Railway Company* (9 Hare), *Sturge* v. *Eastern Union Railway Company* (*Law Times* for December 30, 1854, and July 14, 1855), and *Crawfurd* v. *North-Eastern Railway Company* (not yet reported).

The Vice-Chancellor proceeded to deliver judgment.—The only difficulty in the case arose out of the recent Act of 1857. But for the 3rd section of that Act, no doubt would have existed in his mind as to the right of these shareholders to arrears. The object of the Act was to legalise the spurious stock, to make provision for buying up and extinguishing an equal amount, and to authorise the payment of dividends. He agreed with the counsel who first advised the companies that this loss was like the falling in of a tunnel. Still there was no equity that the preference shareholders should bear part of such a loss. The principle would be the same if a clerk had stolen a box containing £40,000. But for the 3rd section the loss would come out of the general profits of the company. By the 120th section of the Companies Clauses Act, the directors must prepare a scheme showing the profits since the last dividend. No dividend was declared at the meeting in March. Neither the preamble nor the first two sections of the Act of 1857 were inconsistent with this construction. As to the Attorney-General's observation that the company had full power to dispose of this question, they had no power to vary or deal with the rights of the preference shareholders. That being so, had Parliament varied those rights? Here the general question as to arrears was important, because there seemed no indication of any intention of the Legislature to take away any such right. The surplus referred to in s. 3 might possibly arise before any dividend should be declared, and hence a direction was given concerning such balance. If there were no right in general to arrears, the subject became much more difficult; because, if Parliament thought that the preference shareholders had a right to so much per cent. at such time only as a dividend might happen to be made, then it would not be so absurd a construction that Parliament meant to take away from them a fund primarily liable to them, and give them instead this possible surplus. As to the first two preference stocks, I have no difficulty. The proceedings at the meetings of the company show that no clear notions prevailed as to the distinction between guaranteed and preference dividends. I cannot find any understanding that preference dividends gave no rights to arrears. [His Honour here read the resolution of the meeting of 7th June, 1849.] At the subsequent meeting of the 11th of August, 1849, a report was read stating that the shares had been issued bearing interest at 5 per cent. per annum in perpetuity, and that they were ratified by Act of Parliament. It is too late for any company, after taking subscribers' money and issuing certificates referring to an Act of Parliament, to object that three-fifths of the votes at the meeting did not assent, and that the stock was not issued under all the provisions of the Act. To issue shares under such circumstances would be deceiving the public. The last two Acts expressly say, that so much dividend shall be paid—one of the Acts calls the dividend "fixed," but this word does not make much difference. I can give no meaning to these shares except that the holders shall take out of the profits of the company so much before any profits are divided among the ordinary shareholders. Preference shareholders are sometimes strangers to the Company, and unless they were entitled to arrears the ordinary shareholders might, instead of declaring dividends, resolve to spend their revenues in rolling stock, while the preference shares existed, and would thus, in effect, be receiving profits before the preference shareholders received dividends. This loss is like any other calamity, and does not interfere with the rights of the shareholders *inter se*. By giving any possible surplus to the preference shareholders, the Act does not intend to give the ordinary shareholders profits before the preference shareholders are paid. No difficulty need arise in this respect. If the preference shareholders are now satisfied, they can hereafter maintain no action for such surplus. I should not have arrived at the opposite conclusion, even if I had made the opposite assumption, that the preference dividend was only from half-year to half-year; because the Act takes away the fund to which the preference shareholders are primarily entitled to look, and only inferentially could be held to give a substitute. It would not even then be clear that the Legislature intended to take away positively the rights of the preference shareholders, because there might, in the case of an impoverished company, be no dividend for several years; and the Legislature might intend by the 3rd section, that, at all events, you shall have the balance which may possibly remain of this fund. The Court, therefore, declares that the plaintiffs, and other holders of preference stock, are entitled to be paid dividends out of the profits realised by the company from the 30th of June, 1856, before any payment of dividends to the holders of the ordinary original stock, the A stock or the B stock, out of such profits; and that a perpetual injunction issue to restrain the defendants from declaring or paying any dividend upon the ordinary original stocks the A stock and the B stock, without regard to the rights of the preference stockholders to be paid in priority their dividend from the 30th of June, 1856. The Court also declares that the 3rd section of the Act of 1857 is cumulative by way of security for, and not in substitution of, such preference dividends. The Company must also pay the plaintiffs' costs.

HOME CIRCUIT.—Croydon, *Aug.* 15.

(Before the Lord Chief Baron and Special Juries.)

Barnett and Another v. *Reade.*

The plaintiffs in this action, Messrs. Barnett & Johnstone, are well known—the former as a dramatic author, and the latter as an actor and dramatic composer, at the Strand Theatre; and the defendant is also a dramatic author. The action was brought to recover damages for having inserted a notice in the *Era* newspaper, in which the defendant alleged that a piece about to be produced at the Strand Theatre was a practical imitation of a work he had himself written; and the plaintiffs represented, that, in consequence of this notice, they were prevented from taking advantage of the new Copyright Act, by selling the privilege of representing their drama to the managers of country theatres.

Mr. *M. Chambers*, Q.C., and Mr. *Wordsworth*, Q.C., appeared for the plaintiffs; Mr. *E. James*, Q.C., Mr. *Lush*, Q.C., and Mr. *Prentice* were counsel for the defendant.

After a good deal of evidence whether the piece in question was original, or merely a translation,

Mr. *James* submitted that the plaintiffs had made out no case at all; and that, as they had not complied with the provisions of the Copyright Act, they had no property whatever in the piece in question, and had no ground of action. The question was one of considerable importance, undoubtedly both to English and to foreign authors; and the defendant, as the authorised agent of the latter, and who in that capacity had duly registered his work, was very anxious that the point should be settled.

The Lord Chief Baron said he was certainly of opinion, that, if the plaintiffs had not registered their work, they had no legal property in it, and had no ground for sustaining the present action.

Mr. *Chambers* said that this was a question of law which he should wish to have settled.

The learned counsel on both sides then conferred together, and the result was, that an arrangement was come to that the plaintiff should be nonsuited, but with the understanding that all the facts and the question of law should undergo further consideration; and, if the result should be in favour of the plaintiff, the nonsuit is to be set aside, and the Court will be empowered to assess the damage sustained by him.

NORTHERN CIRCUIT. — Liverpool, *Aug.* 25.

Civil Court.—(Before Mr. Baron Channell.)

Eastham v. *Whalley, Clerk.*

Mr. *Manisty*, Q.C., and Mr. *E. M. Fenwick* appeared for the plaintiff; and Mr. *Hugh Hill*, Q.C., and Mr. *Unthank* for the defendant.

This was an action brought by the plaintiff, a solicitor, against the defendant, for various advances made to him while at Cambridge during the years 1850 to 1852. It appeared that the father of the defendant had spoken to the plaintiff originally respecting his desire that his son should go to the University, where his abilities might lead to success; and it was ultimately agreed between the plaintiff and defendant, that plaintiff should supply him with any necessary assistance. The defendant denied his liability, and insisted that at the time of his going up to Cambridge his father had left in the hands of the plaintiff a sum of money to be appropriated to the wants of the defendant. The plaintiff denied that any such arrangement had ever been made with the father; and he proved that at the time the defendant went to Cambridge the whole of the money had been drawn out by the father, who was still in debt to the plaintiff, and a letter was put in from the defendant himself to

the plaintiff, in June, 1852, in which he acknowledged the advances which had been made, and agreed to a charge of interest.

Verdict for the plaintiff, £308.

COURT OF BANKRUPTCY.—*Aug.* 22.

In re The Royal Surrey Gardens Company.

A sitting was appointed for this day, before Mr. Commissioner *Fane*, for making the order absolute, under the 5 & 6 Vict., for winding up this company.

Mr. *George* appeared for Mrs. Seacole, Mr. *Jones* as solicitor to the petition, and a number of legal gentlemen for other parties.

It appears that the property was originally purchased of Mr. Tyler for £14,000, and was held at a rental of £750 a year. Mr. Tyler, it was stated, brought that money in, but was now a debtor to the company for a considerable amount. Mr. Coppock is also understood to be a creditor for £10,000. The company entered into a contract with the builders for building the hall, &c., for £10,000, upon which a mortgage was given, and it is stated that they also claim upon several acceptances given to them. The statements made were, that the account at the banker's is overdrawn to the amount of nearly £400; that there are no assets, beyond the Gardens, held by the builders; that the Crown is creditor for assessed taxes; and that M. Jullien, the well-known composer, who invested in shares £6,000, has also a claim upon the company for £3,000. Mr. Jones, the surveyor, has received nothing in satisfaction of his claim of £1,160. Mrs. Seacole, at her benefit, it was arranged, should have a clear third of the proceeds of the entertainment, but no account has been rendered to her by the company. This company, in the course of the year, had received and spent above £20,000.

Mr. *Roxburgh* appeared in support of the petition.—The petitioner was a shareholder in the company. The company was formed in March, 1851, with a capital of £40,000, in 4,000 shares of £10 each, and 3,743 were subscribed for; and, most of these having paid up the deposit of £2 each, the capital at the commencement was £33,546. The usual declaration followed: that the petitioner was the holder of twenty shares, that the capital was exhausted, and praying for the usual order, &c.

Mr. *Chappell* appeared on behalf of M. Jullien and other shareholders, and did not oppose the winding-up; but he would draw attention to this fact—whether any order could be made on this petition? The petitioner stated he was a contributor, the holder of twenty shares at £10 each, upon which he had paid up in full, and the question was—whether a party who had paid up in full could be called a contributor? He called attention to the 65th section of the Joint-Stock Companies Act. A contributor was one who would contribute, and this gentleman having paid up on his shares could not be called on to contribute to the company's debts. Parliament had also given a clear meaning to the words. It would be seen by the 86th and 88th sections of the Act, that, if an order was made upon this petition, the matter would be in the hands of those parties who ought not to have the conduct of the proceedings—viz. those who had not paid up upon their shares. It also appears on the face of the petition that the whole of the capital was lost or unavailable, and debts to £26,000 had been contracted. The contributories had little interest in these proceedings.

The Commissioner said, he could not agree to that. The contributory who had paid a deposit had a right to try to get some of it back under the administration of this court, for whatever had been paid—if something had been paid—the contributory had an interest in the company. He did not see why any shareholder could not present a petition for winding up.

Mr. *Chappell*.—There is no authority under the Act of Parliament.

Mr. *Roxburgh* said, that it was arguing against the Act of Parliament itself. Besides, under the 86th section, the Commissioner had jurisdiction.

The Commissioner said, he thought the intention of the Legislature must be, that a man who acted fairly and honestly, and paid up upon his shares, had a right to present a petition. How much did the company owe?

Mr. *Jones* said £26,000, and they had no available assets. Judgments to the amount of £2,000 had been obtained against the company, and executions to the amount of £2,000 would be put in next week on dishonoured bills. He was the architect, a contributory for £200, and a creditor for £1,100.

Mr. *Fleming* objected to his being heard. He relied on the 72nd section of the Act.

His Honour, after referring to the 80th section, said he thought there should be an adjournment.

Mr. *Roxburgh* observed, that, if the order was made, they would preserve the property, as all executions would be stayed. The day the petition was presented the company was served with several writs, and the Court, by making the order, could stop the mischief occasioned by the writs. The Gardens were advertised to be open for twelve days; and if the order was made they could be let, and the money received would benefit the estate.

His Honour thought he was not warranted to rush at a conclusion at the suit of one person, when a body asked for an adjournment.

Mr. *Roxburgh* said, there was a case in which the Master of the Rolls had his attention called to an opposition of this kind, and he would show how it was dealt with. It was the case of the Electric Telegraph Company of Ireland. The Master of the Rolls made an order for winding up.

His Honour said, that decision was given in a case with quite different circumstances to the present. That was a case decided before clause 80 of the present statute was in existence. He was not satisfied that the Master of the Rolls would have decided in this manner if clause 80 had been in existence.

Mr. *Roxburgh* said, the impediments to the individual creditor under the Winding-up Act were much greater. The Master of the Rolls said: "Had this Court the power of letting a case stand over until it could be seen if the undertaking could be carried on with an advance of fresh capital?" He decided it could not. This was not a case in which the discretion of the Court could be questioned. There would be no harm in making the order, and appointing an official liquidator, and give the benefits asked for. And, if the Court afterwards saw the company could be wound up without its intervention, it could stay its hand.

Mr. *Chappell*, who appeared for the contributories, would concur in the winding-up order being made.

Mr. Coombs, a shareholder, said that there was a meeting of shareholders appointed for Tuesday next, and they wanted an adjournment until after Tuesday, to take the sense of the shareholders upon it. They connected certain parties with great frauds, and this gentleman had gone on building large premises when the company was insolvent to the extent of £4,000, and they connected him with the directors.

Mr. *Jones*.—That is not true.

After some further discussion,

His Honour adjourned the matter to Thursday, that the sense of the shareholders might be taken on the matter on Tuesday.

Mr. *Roxburgh* asked for an order to restrain the proceedings until Thursday, which the Commissioner granted.

On Thursday the case came on again for hearing, and after a long and somewhat angry discussion it was further adjourned to the 17th of October. Mr. Coppock was in attendance. He repudiated indignantly the charges which had been made against him, and challenged the fullest inquiry into his conduct.

OLD BAILEY.—NEW COURT.

Conduct of a Solicitor.

At one of the last sittings of this Court some person, whose name did not transpire, drew the attention of the Court to the case of a young man out upon bail to answer a charge at these sessions, alleging that a solicitor, named Frederick Hockly Wood, had received a sum of £11 to defend him at this court, but that he now refused unless he received £5 more. All that had been done for that money by Mr. Wood was to attend three times at Worship-street Police-court, and twice at the House of Detention. He further complained of Mr. Wood having made a false representation to a person present, who, being bail for the young men in question, was, by such false representations, induced to become bail for another person included in the charge. That man, who was the most guilty party of the two, had since absconded, and left the young man for whom applicant addressed the Court to bear the entire weight of the charge—one of forgery.

Mr. *Wood* said, he had received about the sum named from some person connected with the synagogue, but not upon the understanding that he was to carry him through this Court. He had attended four or five times at Worship-street, and attended upon his friends, and had great difficulty in obtaining bail for him, which he ultimately did; and he was told that he should not be able to defend him at this Court without more money. With regard to the other part about the bail, that was entirely false. Mr. *Wood* then gave to the Common Serjeant a memorandum.

The Common Serjeant, after perusing it, told the applicant that if he had any complaint against Mr. Wood he must take it into the county court, for he could not say that Mr. Wood had not done all that the agreement contracted for to be done by him.

Applicant.—Mr. Wood promised to do all for the £11 mentioned in that; this young man knows nothing of its contents—he cannot speak English or read. Mr. Wood promised him he would get him off.

The Common Serjeant.—A solicitor cannot promise that.

Applicant.—It is not the first time Mr. Wood has been charged with these things.

Mr. *Wood.*—Say that again outside the court, and I will give you in charge. My Lord, will you detain him until he gives his name and address?

The Common Serjeant.—I cannot do that; but not one word has transpired to establish before the Court what he charges.

BLOOMSBURY COUNTY COURT.—August 12.

Corsbie v. *Organ Builders' Benevolent Institution.*

This was a proceeding in the nature of a suit in equity under the last Friendly Societies Act (18 & 19 Vict. c. 63), by the 41st sect. of which exclusive jurisdiction is given in disputes between a friendly society and one of its members in certain cases, of which one is the failure to appoint arbitrators for determining disputes. The plaintiff by his plaint prayed that the defendants might be ordered to pay him the sum of 6*l.* 5*s.*, being the amount of five monthly instalments of 1*l.* 5*s.*, and a further sum of 10*s.* and odd pence increase of annuity in respect of the subscription of 5*s.* each actually paid by himself to the society; and further, that he might be declared an annuitant on the funds of the society for £15 per annum, and entitled to be paid the said sum, with the two other annuitants, out of the funds, without any priority.

Mr. *Keane* (instructed by Messrs. Cook & Stevens, of Gray's-inn-square) appeared for the plaintiff; Mr. *Williams* for the defendants.

The institution was founded in 1842, and the rules were certified by Mr. Tidd Pratt, and inrolled in January, 1847. The 41st rule requires the appointment of five arbitrators, pursuant to the 10 Geo. 4, c. 56, at the first meeting of the society or the general committee next after the inrolment. This was not done; but some time in 1847 five arbitrators were appointed. The succession, however, was not kept up; and in 1856 the society proceeded to fill up vacancies which had occurred, and they did so, not by completing the number of five, but by electing seven. In October, 1856, the committee declared the funds to be open for a third annuitant in addition to the annuitants of £15 who were then in the enjoyment of their annuities. In December, notice was given that the election would take place on the 30th day of January, 1857, and that notice was renewed on the 5th of January, 1857. On the 16th of January an extraordinary special meeting was convened for the 23rd of that month, the object of which was to prevent the election on the 30th. The meeting was held, and it passed resolutions, which, if valid, rendered null the subsequent proceedings on the 30th. Some members of the society, however, held that the meeting of the 23rd was a nullity, and they proceeded with the election fixed for the 30th, and the plaintiff was elected. The parties to the meeting of the 23rd were the stronger, and they refused to pay the plaintiff; hence this action.

For the plaintiff, it was contended that there were no arbitrators to whom the dispute could be referred, because there had not been a regular succession of arbitrators even if the first had been duly elected; and because an election of seven arbitrators, when there was only power to elect five, was bad. It was also argued that the meeting of the 23rd was a meeting without authority, because the rules required that it should have been convened by five members of the committee, whereas it had been convened by five persons, of whom three only were actual members and two members displaced by the rotation for retiring; and also because the rules required that notice of holding such meeting should be given "at least" seven days before holding it, whereas the notice had, in fact, been given on the 16th for the 23rd. Under these circumstances, it was argued that the plaintiff was well elected, and that the judge had jurisdiction.

For the defendant, it was argued, that the case ought to have been referred to arbitration, and that, at all events, the election of the plaintiff was void—the meeting of the 23rd of January being good. It was also suggested, that the funds would not support a third annuitant.

The judge was of opinion that he had jurisdiction, because there were no well-appointed arbitrators; that the notice of the meeting of the 23rd of January was not in time under the rules; and that the plaintiff was well elected an annuitant. He made an order for the immediate payment of 6*l.* 5*s.* and 10*s.* 5*d.*; but he postponed the declaration of the plaintiff's future rights for two months, to enable the defendants to consult an actuary as to the sufficiency of their funds to bear any and what third annuity, the plaintiff to be at liberty to attend the actuary. Judgment for the plaintiff, with costs, accordingly.

CHARGE OF FALSE PRETENCES.

Mr. John Doherty was summoned before the Liverpool magistrates on Wednesday, charged with obtaining from Messrs. Bingham & Co., corn merchants of Liverpool, two acceptances, one for £1,250, the other for £750, under false pretences. The false pretence consisted in the alleged representation by Mr. Doherty of a duplicate bill of lading as an original; the original having been previously deposited by him with Messrs. J. Hubback & Co., of Liverpool.

Mr. *Aspinall*, instructed by Mr. Martin, appeared for the plaintiff; and Mr. *Brett*, instructed by Messrs. Gregory, for the defendant.

The defence was, that the sending the duplicate bill to Mr. Hubback was a mistake; and there was also the technical objection, that this was not a fraud within the meaning of the Act, the defendant having only obtained an acceptance, which was not a valuable security. Mr. Aspinall observed that the case of *Regina* v. *Danger* did not apply; the cases were not identical, as in the case now before the court the acceptance had been indorsed, and was a valuable security to the Borough Bank.

Mr. *Brett*, counsel for the defendant, apprehended that the technical objection must be fatal to the case, the defendant was charged with obtaining what? An acceptance, a mere promise to pay certain moneys on certain conditions, which could not be called a valuable security.

Mr. *Mansfield.*—Was the money paid to the bank?

Mr. *Aspinall.*—Yes, by Messrs. Bingham & Co.

Mr. *Mansfield.*—It is evident, then, that the acceptance was a valuable security to somebody.

A mass of evidence was adduced in support of the charge, after which the magistrates committed Mr. Doherty to the assizes; bail, however, being accepted, himself in £2,000, and two sureties in £1,000 each.

A Rochdale workman named Taylor has recovered, in the Rochdale County Court, the sum of £5 from his late master, Mr. Stott, an ironmonger. Taylor had given notice of his intention to leave, when Stott publicly taxed him with dishonesty, following up the accusation by instructions to an officer to search his premises, himself accompanying the officer. No warrant had been applied for. The Judge observed, that, were such conduct permitted to pass with impunity, an Englishman's house would cease to be the "castle" it had been declared to be.

In the case of *Evans* v. *Robinson*, which was an action for *crim. con.* tried in the superior courts, a verdict was returned for the defendant. Some time after a new trial was ordered, and a verdict was obtained for the plaintiff, with £500 damages. Having obtained his verdict, the plaintiff next applied to the ecclesiastical courts; and there Sir *John Dodson*, detecting some discrepancies in the evidence which Mr. Field and his assistants had collected, refused to entertain the application; and this time law once more favoured the defendant, and the plaintiff was dismissed to seek his remedy elsewhere. Again the case is brought forward; and at the Old Bailey an indictment is preferred for perjury against the parties on whose evidence the ecclesiastical judge had decided, and the grand jury once more inclined the scales in favour of the defendant, and found a true bill for perjury against the parties on the other side. The trial may probably give the plaintiff a victory in his turn, leaving it to law to continue the game of fast and loose with the unfortunate litigants. Already several thousands of pounds have been expended in the case.

The case of Mrs. Haigh, late Miss Dyer, who has petitioned the Insolvent Debtors' Court, presents the rather novel feature of a married woman during the lifetime of her husband applying to be released from her debts. It will be recollected that Mr. Kingsbury, professor of music, brought an action against her to recover damages for an alleged breach of contract, by which

she was to become his pupil for three years. Before the trial Miss Dyer was married to Mr. Haigh, the vocalist. A verdict was given for £20 damages, and the costs were £72. In order to prevent the possibility of an arrest, a petition was filed under the Protection Act. The insolvency is attributed to the action of Mr. Kingsbury. The hearing of the case has been appointed for the 11th of November.

C. Harcourt, Esq., the judge of the Canterbury County Court, has given an important decision as to what constitutes a candidate at an election. An action was brought by Mr. Cooper, the auditor appointed to examine the bills of the candidates at the late election for that city, against Mr. C. M. Lushington, for the recovery of £10, under the following circumstances:—From the statement of Mr. *Wightwick*, who was for the plaintiff, it appeared that the amount named was sought to be recovered as a first payment to the plaintiff in his capacity of election auditor (under the 34th section of the Bribery Prevention Act) by the defendant, who, it was contended, was a candidate for the representation of the city within the meaning of the Act, he having issued an address to the electors on March 14, but resigned his pretensions to the seat three days before the day of nomination, the 27th of March, the writ being issued either on the 23rd or 24th of March. Mr. Lushington, in defending the action, said, he should not have done so but by the advice of friends in London. The interpretation clause of the Act, which had, he said, been very loosely drawn as to who was a candidate, had reference solely to the 4th and 36th sections—the 4th, in which the question of treating was defined; and the 36th, where candidates were found guilty of bribery. The word "candidate" was not defined in the Act. It simply spoke of "candidate at an election;" the word "election" meaning the day of nomination where a poll did not take place, the auditor, by the 34th section, being "entitled to £10 as a first payment for each candidate at the election." His Honour said, his impression was very strong that the defendant was not a candidate within the meaning of the Act. The issuing of an address, merely meant that the party issuing it gave notice of his intention of becoming a candidate at the election, and unless he was nominated, or made himself responsible for other expenses, his opinion was, that defendant could not be considered a candidate. The plaintiff must, therefore, be nonsuited.

No feeling, no humour, no sarcasm ever comes from the hon. member for Wallingford (Mr. Malins), but he is a mere "logic mill," and, we may add, working without oil. Surely the most unpleasant speaker that ever gained position and money by his talk—and then his *copia verborum!* We will back Mr. Malins to use more words in saying what he intends to say than any other man living could do if he were to give a week's study to every sentence. No mere description, however, can give a right notion of Mr. Malins's verbal talk. We will therefore take the liberty to present a specimen, assuring our readers that the sack is like the sample:—"Will the right hon. and hon. member on the Treasury Bench, led by the noble Lord at the head of her Majesty's Government, and supported by right hon. and hon. members on their side of the House, venture to say—will they venture to affirm—that the proposition made by the noble lord below me, and supported by right hon. and hon. members on this side of the House, is not the right and true proposition which ought to be made? I ask my hon. and learned friend her Majesty's Attorney-General—I ask the noble lord at the head of her Majesty's Government—I ask the right hon. and hon. members who support my hon. and learned friend the Attorney-General, and I ask it with the strongest confidence, whether the proposition moved by the noble lord below me, and supported by right hon. and hon. members on this side of the House, is not more constitutional, moral, sound, and more consistent with the objects which my hon. and learned friend the Attorney-General proposes to attain, than that which has been sent down from the Lords, has received the sanction of my hon. and learned friend the Attorney-General, and is supported by the noble lord at the head of her Majesty's Government, and by the right hon. and hon. members who surround him?" Let the reader imagine an hour's talk of this character, delivered with great fluency, considerable action, and in a somewhat nasal tone, and he may possibly form some conception of the oratory of Mr. Malins. On the clauses in question of the Divorce Bill Mr. Malins almost rivalled Mr. Gladstone in the number of speeches which he made.—"Inner Life of the House."—*Illustrated Times.*

A curious episode took place in the House of Lords on Monday night. In one of the divisions on the Divorce Bill, which eventually gave the Government a majority of ten, a curious scene occurred. Seeking, perhaps, only a cool seat, the Earl of Suffolk had betaken himself to one of the back rows of the episcopal bench, now rendered almost vacant by reason of the bishops being required elsewhere on diocesan duty. On his declaring himself the holder of the proxy of a lay peer, his exercise of it was pronounced by the opposition to be informal, inasmuch as a standing order of the House declared that no lay peer should speak or vote from the episcopal bench. The Government maintained the validity of the proxy so tendered; whereupon a bristling discussion sprang up, and the committee actually divided as to whether the proxy should be admitted or not. It happened that just as many voted for the admission of the proxy as for its rejection; and, in accordance with another standing order provided in such a case, the proxy was recorded, and the Government and their supporters gained their point.

Mr. J. G. Shorter, the town clerk of Hastings, terminated a life of suffering by suicide. Great excitement was occasioned by the melancholy news, for the deceased gentleman was much and deservedly respected. In addition to the office of town clerk, Mr. Shorter has, for many years, been clerk to the borough magistrates, clerk to the local board, coroner for the borough, clerk to the commissioners of taxes, and, in connection with his partner, Mr Phillips, clerk to the county magistrates. For six years Mr. Shorter has been afflicted with paralysis of his lower members, and has been unable to move about the town only as wheeled in a chair. But, during the greater part of that time, his mental faculties appeared unimpaired, and his attention to business was remarkable.

Mr. John James Heath Saint, B.A., barrister, of the Inner Temple, has joined the Church of Rome. Mr. Saint, who was educated at Eton and Oxford, is a son of the rector of Speldhurst, Tunbridge Wells, and is a member of the Midland Circuit.

The magnificent estates of the late John Sadlier, including Kilcommon Demesne and Cahir Castle, are to be sold in the Encumbered Estates Court on the 17th of November next. Messrs. Morrogh and Kennedy are the solicitors having carriage of the sales.

Barristers on Circuit.—One large class of rules of etiquette is conceived in the narrowest spirit of exclusion, and has for its direct object to increase the expense of the Profession to practitioners. For instance, a barrister on circuit must travel by postchaise and not by coach. A barrister must take lodgings in a circuit town, and not live at an hotel. The reasons sometimes put forward in defence of these and similar rules will not stand the test of a moment's investigation. It has been said, they are requisite to keep up the social position of the bar; but men of far higher station habitually travel by stage coaches, and put up at hotels. They are sometimes defended on the ground that it is requisite to prevent the bar from coming in contact with attorneys and other subordinate actors in the performances of an assize. This plea is either in substance the same as the former one, and rests upon some mistaken notion of artificial "respectability;" or it assumes that barristers would unfairly turn such casual encounters into opportunities for securing business. We have heard the rule explained on that ground by men of some authority, or we should have hesitated to mention an explanation so childish and so insulting. But, in fact, there are lame attempts to account for the class of rules in question in some other way than the true one. The truth is, they are designed to make the Profession as expensive as possible, and thereby to exclude competition. Every one who has gone a circuit knows that the leaders, following immemorial tradition, aggravate the effect of the rules by setting the example of unnecessarily lavish remuneration of every service that an itinerant barrister can require. To be a "counsellor" on circuit is a sufficient reason in the provincial mind for being fleeced and overcharged.—*Law Magazine* for August.

Election Expenses—The late Double Return for Huntingdonshire.—The auditor's detailed report of the expenses of the three candidates is as follows:—Messrs. Fellowes and Rust, the sitting members, are reported to have expended in printing and advertising 293*l.* 17*s.* 9*d.*; travelling expenses and conveyance for voters, 329*l.* 9*s.* 1*d.*; horse and fly hire, 132*l.* 1*s.* 9*d.*; hire of committee rooms, 99*l.* 18*s.*; committee clerks, 43*l.* 1*s.*; inspectors and "personation agents," 28*l.* 8*s.*; check clerks, 12*l.* 1*s.* 6*d.*; messengers, 6*l.* 13*s.* 6*d.*;

sheriff's expenses, polling booths, &c., 249*l.* 7*s.* 8*d.*; agency, 1,575*l.* 13*s.* 10*d.*; and "sundries," 85*l.* 6*s.* 4*d.*, making a total of 2,850*l.* 18*s.* 5*d.* Mr. J. M. Heathcote, who polled the same number of votes as Mr. Fellowes, but who has since been unseated on petition, expended in printing and advertising, 252*l.* 16*s.* 11*d.*; travelling expenses and conveyances for voters, 248*l.* 9*s.* 1*d.*; horse and fly hire, 25*l.* 18*s.* 6*d.*; hire of committee-rooms, 41*l.* 8*s.* 2*d.*; committee clerks, 58*l.* 15*s.* 6*d.*; inspectors and "personation agents," 4*l.* 4*s.*; check clerks, 6*l.* 6*d.*; messengers, 15*l.* 9*s.*; payments to tradesmen, 6*l.* 8*s.* 10*d.*; sheriff's expenses, polling booths, &c., 121*l.* 10*s.* 10*d.*; agency, 762*l.* 0*s.* 10*d.*; and "sundries," 50*l.* 9*s.* 5*d.*; making a total of 1,593*l.* 17*s.* 1*d.*—*Times.*

BARON WATSON'S MANSLAUGHTER OF THE LOWEST DEGREE.

The administration of justice is becoming utterly past our comprehension. Sometimes we are amazed at its hesitations; sometimes, as in *Bacon's case*, at its rashness; sometimes at its incapacity, as in *Spollen's*; and sometimes, again, at its wondrous leniency. Of the last description is a sentence on the Northern Circuit, and it will be observed that the charge of the judge upon the circumstances of the case is in a sort of keeping quite inexplicable with the nominal punishment awarded.

John Davies was indicted for the murder of Robert Reusses at Liverpool. The prisoner, in a state of intoxication, had entered a public-house, and asked a man, R. Hodson, to go to his (Davies's) house, where there was a man in improper intimacy with his wife, and he (Hodson) would see "some fun." They went together to the house, where Davies's wife was found alone in the lower room. Davies struck and abused her, and asked Hodson to go upstairs with him. Davies went to his wife's bed-room, where no one was found. He then proceeded to a garret, where a man was found with his clothes on, lying on a bed on the floor. Davies instantly jumped on the man's face, then stabbed him mortally with a pair of scissors. Hodson having interposed, Davies, who had promised him some fun, threatened "to serve him the same."

Upon the proof of these facts Baron *Watson*, the presiding judge, charged the jury—

"That a man killing another *caught in the act of adultery* with his wife was not murder, but manslaughter in the lowest degree; and it was for them to say whether the circumstances of this case warranted such a finding."

The charge is beside the facts proved. Reusses was not caught in the act of adultery. He was found in circumstances which could only warrant suspicion. It was not upon the sudden provocation of discovering the parties in their guilt that Davies struck the man to the heart; he had deliberately asked Hodson to come and see the fun, which turned out to be killing the man whom he suspected of improper intimacy with his wife. He had no proof of it. He found the woman in one room, the man asleep in another. He killed the man barbarously upon suspicion only, and yet the judge instructed the jury of the law bearing on the detected act of adultery, of which there was not a particle of evidence. If the proceeding had been the action for *crim. con.*, would any jury have been persuaded that a woman's having been found at the bottom of a house while a man was asleep at the top, argued an illicit intercourse? The law does not intend to give the privilege of homicide to every husband who has reasonable suspicions that another has wronged him, but only excuses the vengeance he may take when he is under the provocation of witnessing the actual and present evidences of guilt. This was not the case of Davies, nor anything like his case; and yet Mr. Baron *Watson* instructed the jury respecting the law bearing upon the detection of the adulterer caught in the act, which could have no application to the case of the man found asleep, not in the same room with the woman, nor in the same part of the house. And, so misdirected, the jury having delivered a verdict of manslaughter of the lowest degree, Mr. Baron *Watson*, to perfect the matter, sentenced the prisoner to four days' imprisonment!—*Examiner.*

THE DIVORCE BILL.

The Divorce Bill as it now stands, having received the sanction of the Legislature, contains sixty-six clauses. It puts an end to the jurisdiction of all the existing ecclesiastical courts, as regards questions of marriage (except so far as relates to the granting of marriage licenses), and enacts that all pending suits in causes and matters matrimonial shall be transferred to, dealt with, and decided by the new Court of Marriage and Divorce, as if the same had been therein originally instituted. The new "Court for Divorce and Matrimonial Causes" will be a court of record; and the Lord Chancellor, the two Chief Justices, and the Chief Baron, and the three senior puisne judges, and the Judge of the Court of Probate will be the judges of the Court. Decrees of divorce *à mensâ et thoro* will henceforward cease, and, instead thereof, the new court will pronounce a sentence of "judicial separation," which will have the same force and effect. The Judge of the Court of Probate will be styled the "Judge Ordinary" of the New Court of Divorce, and have full authority to hear all matters arising therein, by himself, or with one or more of the other judges, his colleagues, except petitions for the dissolution or annulling of marriages, and applications for new trials of questions or issues before a jury, bills of exception, special verdicts and special cases. Petitions for the dissolution of marriages, and the other excepted cases, must be heard by three judges at the least, of which the Judge Ordinary is to be one. The Court will sit in such place in London, or in the county of Middlesex, as the Queen in Council may from time to time appoint. Advocates or proctors now practising in the ecclesiastical courts, and all barristers, attorneys, and solicitors entitled to practise in the superior courts at Westminster, will be entitled to practise in the New Court for Divorce and Matrimonial Causes. A sentence of "judicial separation" (having the effect of the old divorce from bed and board) may be obtained under the Bill, either by the husband or the wife, on the ground of adultery, cruelty, or causeless desertion for two years and upwards. Applications for such separations are to be made by either party by petition to the court, or to any judge of assize held in the locality where the parties reside or last resided. The authorities thus pointed out will have full power to receive such applications, and to decree a "judicial separation;" they may also order alimony for the wife. An appeal, however, will lie to the Judge Ordinary of the regular central court from the decrees of these local authorities, but no such appeal will stay the *interim* execution of the order for separation. Wives deserted by their husbands may at any time apply to a police-magistrate, or to the petty sessions, for an order to protect property earned by themselves, or of which they may have become possessed, since the secession of their husbands, against their husbands or their husbands' creditors. Decrees of separation obtained during the absence of the husband or wife may be reversed on application and proof. Wives "judicially separated" will be considered femes soles as regards questions of property, and for purposes of contract and suing. So much for the temporary and conditional separation of married couples. But it is further enacted by the Bill that petitions for an entire and absolute dissolution of the marriage may be presented to the Court of Divorce, on the ground that the wife has forfeited her conjugal rights by the crime of adultery, or that the husband has been guilty (we quote from the text of the Bill) of "incestuous adultery, or of bigamy with adultery, or of rape, or of sodomy, or of bestiality, or of adultery coupled with such cruelty as, without adultery, would have entitled the wife to a divorce *à mensa et thoro*, or of adultery, coupled with desertion without reasonable excuse, for two years or upwards." "Incestuous adultery" will be taken to mean adultery by a man with a woman with whom, if his wife were dead, he could not lawfully contract marriage by reason of her being within the prohibited degrees of consanguinity or affinity. Adulterers may be made co-respondents to petitions for divorce, and contested matters of fact may be tried, if the parties insist, by a jury. If the court of divorce be satisfied that there has been no collusion, condonation, or connivance, and that the charge of the petitioner is proved, the marriage will be absolutely and finally "dissolved," with the proviso that the decree to that effect shall not be pronounced if the petitioner has been guilty of adultery or unreasonable delay in presenting the petition, or of having deserted the other party "without reasonable excuse," before the act of adultery complained of, or of wilful neglect or misconduct conducing to the adultery. Alimony might be awarded to wives, even in the event of the marriage being thus dissolved. Husbands may claim damages from adulterers if they please, and such claims will be heard and tried on the same principles, in the same manner, and subject to the same rules and regulations as actions for *crim. con.*, the damages being determinable by the verdict of a jury. Adulterers, made co-respondents, may be mulcted in the whole of the costs. The custody of children will be provided for by interim orders of the Court of Divorce. Questions of fact may be tried before the court by the verdict of a jury, special or common; and the court may direct issues to try matters of fact in any court of common law. A number of clauses refer to the mode and forms of procedure before the court. All witnesses will be sworn and exa-

mined orally in open court, where their attendance can be secured. An appeal will lie from the decisions of the Judge Ordinary (in cases where he is authorised to decide alone) to the full court; and an appeal from decrees dissolving marriages will lie from the Court of Divorce to the House of Lords (within three months). Clause 55 enacts, that, after the lapse of this period allowed for appeal, and supposing the decree of dissolution to stand fast, "it shall be lawful for the respective parties to the marriage to marry again, as if the prior marriage had been dissolved by death," provided that "no clergyman in holy orders of the United Church of England and Ireland shall be compelled to solemnise the marriage of any person whose former marriage may have been dissolved on the ground of his or her adultery, or be liable to any suit, penalty, or censure for solemnising or refusing to solemnise the marriage of any such person." The following clause, however (56), provides, that, although a minister may refuse to solemnise such marriages himself, he must, nevertheless, permit any other minister of the establishment, officiating in the diocess, to perform the marriage service in the parochial church or chapel. Clause 57 terminates the scandal of actions for *crim. con.* The fees under this Bill will be collected by stamps, to be "stamp duties" under the management of the Inland Revenue Department. Clause 62 secures compensation to proctors in the Ecclesiastical Court two years hence, at the hands of the Treasury; the compensation to be calculated on a comparison, in each case, of the average clear gains of the three years before the passing of the Act, and the two years succeeding. The compensation will, if granted, be a life annuity, such annuity in no case to exceed one moiety of the annual loss ascertained, as aforesaid. The salary of the judge of the Court of Probate, if he be appointed judge-ordinary of the new Court of Divorce (as is professed), will be £5,000 a year; but such judge, if afterwards appointed judge of the Court of Admiralty, will be entitled to no increase of salary.

Legislation of the Year.

20 VICTORIA, 1857.—(*Continued.*)

CAP. XIX.—*An Act to provide for the Relief of the Poor in Extra-Parochial places.*

This title does not accurately express the effect of this Act, which is not merely to provide for the relief of the poor in extra-parochial places, but also to form such places into self-contained and distinct parishes for a variety of other purposes. Its origin may be discovered in one of the observations of the Registrar-General, in the Report prefixed to the Population Tables of 1852. In discussing the territorial subdivisions of Great Britain, he remarks that the ancient parish boundaries in England first assumed their legitimate importance in the reign of Queen Elizabeth, "when they were made the area of the district which by rates maintained its own poor." And that *extra-parochial* places, being such places as "are included in no parish," ought no longer to be allowed to exist as such. In order to judge of the machinery by which this object is sought to be accomplished, some notice shall here be taken of each of the eleven sections of which this Act consists. The 1st section is as follows:—

"After Dec. 31, 1857, every place entered separately in the Report of the Registrar-General on the last Census, which now is, or is reputed to be, extra-parochial, and wherein no rate is levied for the relief of the poor, shall, for all the purposes of the assessment to the poor-rate, the relief of the poor, the county, police, or borough rate, the burial of the dead, the removal of nuisances, the registration of parliamentary and municipal voters, and the registration of births and deaths, be deemed a parish for such purposes, and shall be designated by the name which is assigned to it in such Report; and the justices of the peace having jurisdiction over such place, or over the greater part thereof, shall appoint overseers of the poor therein; and with respect to any other place being, or reputed to be, extra-parochial, and wherein no rate is levied for the relief of the poor, such justices may appoint overseers of the poor therein, notwithstanding anything contained in 7 & 8 Vict. c. 101."

It would have added much to the clearness of this provision, if the unusual course had not been taken of referring for explanation to a document dehors the Act itself. The reference itself, also, is not accurate in its form. The *Report* of the Registrar-General contains only general results and observations; but in the Population Tables, forming part of the Appendix to that Report, there is stated, among other particulars, in reference to every place throughout England and Wales, whether it is a parish, township, or chapelry, or whether it is extra-parochial. In order, then, to ascertain to what places this Act applies, it is necessary to extract from these voluminous Tables the places entered as extra-parochial. Why was not a schedule of such places added to the Act? The blot in the law it was intended to hit was scarcely so serious that the delay of a few weeks might not have been endured, until the remedy could be properly drafted. But to return to the section itself. The 1st clause, it will be observed, declares that all the extra-parochial places above referred to, which have no poor-rate levied therein, shall be deemed parishes for these several purposes:—1. Assessment to the poor-rate and the relief of the poor. 2. The county, police, or borough rate. 3. The burial of the dead. 4. The removal of nuisances. 5. The registration of voters (both parliamentary and municipal); and 6. The registration of births and deaths. But with regard to all *other* purposes for which the secular division of parishes in this country has been immemorially made subservient, these places are apparently to remain, as before, extra-parochial. With regard to the first of the above purposes—viz. the relief of the poor, and the appointment of overseers—it deserves remark, that, as long ago as the reign of Anne, it was solemnly determined by the Queen's Bench (in the case of *Dolting* v. *Brewcomblodge*) that overseers of the poor might be appointed in extra-parochial places; and afterwards, in the reign of George I., the same Court compelled, by mandamus, the justices of the peace of the county of Nottingham to appoint overseers for a place of this description—it being the opinion of the Court, that the powers given in the 43 Eliz., to be executed in *parishes*, had been extended by 13 & 14 Car. 2, c. 12, to all townships and villages, whether parochial or extra-parochial. (See *Reg.* v. *Rufford*, 1 Str. 512). So matters remained till the year 1844, when, by the 7 & 8 Vict. c. 101 (referred to in the above section), it was provided, that, for the future, it should not be lawful to appoint separate overseers for any township or village, *or other place*, for which, before the passing of that Act, separate overseers had not been appointed. It was apparently to obviate the difficulty occasioned by this provision, that the concluding words of the section under consideration were inserted; but it is observable that they apply only to extra-parochial places, *other* than those entered as such in the Registrar-General's Report. The meaning perhaps is, that, with regard to the extra-parochial places so entered, they are to be, for the future, parishes for all the six purposes above-mentioned; but that extra-parochial places *not* so entered, are to be parishes only for such purposes as fall within the jurisdiction of overseers of the poor.

It is apprehended that extra-parochial places (whether so entered or not) will still be deprived of many of the incidents, and privileged from a variety of the functions, which appertain to an ordinary parish. Thus, for example, the inhabitants will not be entitled to meet in vestry to make bye-laws—they will have no parochial constabulary—they will not come under the Lighting and Watching Act—and they will still be exempt from the parochial liability of keeping roads in repair. The extent of the effect of this Act on the law of settlement and removal—chiefly turning, as it does, upon the relief of the poor—is one of the numerous questions to which its provisions may give rise. Under the present law, no one born in such a place acquires a settlement *by birth* (see *Reg.* v. *St. Nicholas, Leicester*, 2 B. & C. 889), nor can a pauper be removed thither (*Eridewell* v. *Clerkenwell*, 2 Salk. 468).

Sect. 2, provides for the case of such extra-parochial places (and they are very numerous) as are too small to supply the two overseers required to be appointed for parishes under the 43 Eliz. c. 2. In these cases the present Act allows one only to be appointed from among the inhabitant householders of the place, or some such householder of an adjoining parish who shall be willing to undertake the office; and such last-mentioned person may be paid a salary, if approved by the Poor-law Board. In ordinary parishes, it will be recollected, the office of overseer is by law compulsory on those appointed, except in the case of certain exempted classes. Apparently, in an extra-parochial place sufficiently large to supply one inhabitant householder as overseer, the general rule of law would now be applicable as to this point.

Sect. 3, provides that in the Temple (Inner and Middle), in Gray's-inn, and in the Charterhouse, the under-treasurers and registrar respectively (or, in default, an inhabitant householder in such place), shall be the overseer. There is no similar provision, however, as to Lincoln's-inn (the remaining inn of court), or as to any of the inns of Chancery, or as to either of the Serjeants' inns—though they are all of them extra-parochial places, and, it is apprehended, all possess either a treasurer, a registrar, or some equivalent officer. These places, being all entered separately as extra-parochial in the Report above referred to, will now be parishes for the whole of the six purposes above enumerated. The present section (in anticipation of that

which immediately follows) adds, however, a proviso that the Temples, Gray's-inn, and Charterhouse "shall not be liable to be added for such purposes to any union or district."

Sect. 4, contains a provision that any extra-parochial place (at the desire, expressed in writing, signed by two-thirds in value of the owners and occupiers of the land comprised therein) may be annexed to, and become part of, *any parish* for all the six purposes above enumerated. But the consent of such parish must be obtained, expressed by a vestry resolution, after due notice. The order for the annexation may be made by the justices in quarter session; or, if the place be within a borough with a recorder, by the recorder.

Sects. 5 and 6, regulate the position, at the board of guardians, of the overseers for extra-parochial places, in the possible event of any such place being added to any union. It is remarkable, however, that by the terms used in the 3rd and 4th sections a distinction seems to be contemplated between an annexation to a *union* and to a *single* parish; and the mode of annexation pointed out in the latter section refers to a parish simply, whereas the provisions as to the overseers acting as guardians refer to a union. Yet there are guardians for single parishes (see Toulmin Smith's "The Parish," p. 166); and, therefore, an extra-parochial place, which, under the provisions of this Act, shall be annexed to a *single* parish, would seem to be unrepresented among the guardians thereof.

Sect. 7, is as follows:—

"Provided, that nothing *above contained* shall apply to any extra-parochial place in respect whereof there shall be any agreement with any parish as to the liability of such place to contribute to the poor-rate of such parish contained in any Act of Parliament."

According to grammatical construction, this section should refer to the whole of the preceding provisions of the statute; and would prevent any extra-parochial place, party to such agreement, becoming a parish for any of the purposes mentioned in the 1st section; and yet this can scarcely be the meaning, because there is no reason why such agreement, for the purposes of the poor-rate merely, should defeat the objects of the Act (so far as such place is concerned) in reference to the other five purposes. It is apprehended, that, instead of "nothing above contained," the words should have been "nothing above contained in reference to annexation to a parish or other district;" that is, that no extra-parochial place, party to such an agreement with some parish as to the poor-rate, shall be liable to be annexed to such, or to any other, parish.

By sect. 8, analogous provisions to those contained in the 4th sect. are made for adding an extra-parochial place to any *district* in or adjoining to which it lies, wherein the relief of the poor is administered under a local Act. The consent of two-thirds of the occupiers and owners of the land comprised in such place, and of the guardians of the district, must be obtained; and the order is to be made by the Poor-law Board, instead of the justices or recorder. The annexation in this case, however, is to be for the purposes of poor relief only.

The two succeeding sections (9 & 10) of the Act refer to quite a different subject—viz. as to the publication of banns, and as to marriage registers. As to the first, authority is given to the bishop of the diocese within which there may be locally situate any church or chapel of the Church of England, within or belonging to some extra-parochial place—to authorise, by writing, under his hand and seal, the publication therein of banns; and the solemnisation therein of marriages, by banns or, license of persons residing within such extra-parochial place. This state of things was dealt with in the Marriage Act of 4 Geo. 4, c. 76, by a provision (s. 12), that, for the purposes of that Act, extra-parochial places should be deemed to belong to the parish or chapelry next adjoining. It may be observed, that the "license" referred to intends, of course, that immemorially given by the ordinary, and has no connection with the secular license of the superintendent-registrar, under 6 & 7 Will. 4, c. 85, and 19 & 20 Vict. c. 119.

As to *marriage registers*, the 10th section of the Act extends the provisions as to providing and keeping them, contained in 6 & 7 Will. 4, c. 86, to such extra-parochial churches and chapels as shall be authorised by the bishop as above explained.

The last section of the Act contains a general provision that its words shall be construed as those in the Poor-law Amendment Act, 4 & 5 Will. 4, c. 76, and that the provisions in that Act, and in the subsequent Acts explaining and extending the same, and not repealed, shall be extended to the present statute, so far as they are consistent with it.

A similar declaration should have been added in reference to the Acts dealing with the purposes *unconnected* with the relief of the poor, for which extra-parochial places are now to be parishes. But to specify these would, apparently, have given the framers of the present Act too much trouble. On the whole, the Act under consideration appears a clumsy specimen of legislation, and would have been much improved by the exertion of a little more trouble and thought on the part of its promoters. It ought not to have been possible to raise any of the points above suggested as to its construction.

Recent Decisions in Chancery.

GIFTS TO CHARITIES—DESTINATION OF SURPLUS.

The Mayor of Beverley v. *The Attorney-General*, 5 W. R. 840.

The class of cases of which this is one stretches from the time of Lord *Coke* to the present time; and although the decision just arrived at by the House of Lords will govern many analogous cases, it will probably not suffice to terminate questions which have arisen out of events that the testators, whose wills have to be applied to them, never for an instant contemplated. The normal case, which has occurred over and over again, is this:—A testator, some two or three centuries ago, gave an estate to a corporation or other persons, specifying its value, and directing a multitude of small payments to be made for charitable objects, and generally so arranged his bounty as to leave a few pounds to the administrators for their trouble. It never seems to have entered into the minds of any of these ancient benefactors that the rental of their estates might, at some future period, increase to ten times their then value. They jotted down carefully the actual rental, and portioned it out so as just to exhaust the whole, either with or without a donation to the trustees for their own use. Now that the money value of land has so enormously increased, the question presents itself, what is to be done with the improved rental? It is quite settled that this is a question of construction, but various rules have been devised to stamp particular phraseology with a special interpretation. The real answer to the inquiry what the testator intended to have done with the surplus, which he did not dream of, would be that he had no intentions at all; and the Courts have, therefore, under the guise of discovering an intention in the words, very often invented one which never had any actual existence. One rule was settled at a very early period, in the famous *Thetford case* (8 Co. 259). There the testator gave an estate, which he seems to have described as being of the annual value of £35, to certain trustees, with a direction to apply so much for the maintenance of a preacher, and so much for a schoolmaster, and so on for other objects, the separate sums exactly exhausting the £35. It was held, that the whole estate was given to charity, and that the increased rents afterwards obtained were to go in augmentation of the several charities, the following rule from an old Act of Parliament being cited as the principle:—"*Ita semper quod pia et celeberrima voluntas donatorum in omnibus teneatur et expleatur et perpetuo sanctissime perseveret.*"

This was soon followed by stronger decisions. Thus, in *Arnold* v. *The Attorney-General*, a House of Lords case (reported Show. P. C. 22), a testator prefaced his will by a statement that he meant to settle his estates for charitable uses, and devised a manor to trustees, upon trust to pay a number of sums for various charities, amounting in the whole to £120. The will made no mention of the actual or estimated value of the manor, but it was ascertained to have been worth, at the date of the will, £240, and the whole surplus was held to belong to the charities. And in *The Attorney-General* v. *The Mayor of Coventry* (2 Vern. 398), where a corporation, which had paid part of the purchase money, took a grant of land upon trust to apply in charity certain sums, amounting in the whole to £70 a year, which was the then rental of the land, it was held by the House of Lords that the subsequently increased rental should go entirely to the objects of the charity. The result of these and other cases is, that, where it can be made out that the charitable gifts exhaust the whole of the rental at the date of the will, or where there are other indications of an intention to give the whole to charity, all the increased rents will be applied to the same purpose. This is quite independent of the particular language used, and may apply, as we have seen, to a case where a large present surplus is left without any specific appropriation.

The other cases which present themselves are those where one or more of the objects of the testator's bounty is not a charity; and these have given rise to some conflict of decision. Thus, the whole value of the land may be fully apportioned among a number of charities and one non-charitable object. This frequently happens; the last gift being to the corporation or other

body which is to administer the trust. When the rent increases, is the whole increase to be devoted to the charity, or to be taken by the corporation, or to be apportioned rateably between them? The answer depends, to some extent, on the precise terms of the will; and it is considered very material to inquire whether the testator has himself specified the value of the land; whether he has called the first private gift "a surplus," or described it like the rest—by merely stating its amount; or, as in the present case, used some such phrase as "the overplus rent—viz. £7;" or, finally, whether he has simply devised the estate, and appropriated the greater part of the rent, but omitting to give any directions as to the residue. *The Mercers' Company* v. *Attorney-General* (2 Bl. N. S. 165) was an example of the last kind, 9*s.* out of £150 being left unappropriated; and the Lords held that the Company was not entitled to the whole increased rental, but intimated that their 9*s.* might perhaps increase rateably with the other gifts. This point, however, was not thought worth fighting. The instances in which the private gift is unaccompanied with the term surplus, or some equivalent language, are not common; but, probably, the rateable principle would still be held applicable to them, though it is pretty strongly intimated by the Lord Chancellor, in this case, following Lord *Lyndhurst's* view, that the decision in the *Mercers' case* ought properly to be attributed to certain general words showing an intention to give the whole to charity, and that where there is an undisposed-of surplus it all goes to the devisees of the land. The rateable principle was applied by Lord *Langdale*, even though the word surplus was used, in the cases of the *Coopers' Company* (3 Beav. 29), and the *Drapers' Company* (4 Beav. 69); but the Lord Chancellor has strongly intimated his disapproval of those decisions. The present Master of the Rolls followed Lord *Langdale's* decisions in two cases—viz. *The South Molton case* (14 Beav. 357), and the one which has just been before the House of Lords. Both of these decisions have now been reversed; and though the judgment was aided by other considerations, it may be considered as settled by the *Beverley case*, that, where, after a number of charitable gifts, the surplus rent is given to the administrators of the charity, the whole increase of the rental will go to them notwithstanding that their share has been described not merely by the general term "the surplus," but also by the more specific description "the surplus, amounting to £—."

CONSTRUCTION—SURVIVORSHIP.

Page v. *May*, 5 W. R. 540.

This case is chiefly important as having finally disposed of a decision (*Macdonald* v. *Bryce*, 16 Beav. 581) which it was very difficult to reconcile with the general current of authority. The bequest in this case was to a "tenant for life, with remainder to certain legatees, to be equally divided, share and share alike, or, in case of the demise of each or either of them, to be divided between the survivors or survivor, or their representatives." The words in *Macdonald* v. *Bryce* were substantially the same; and the question was, what was to be done in the event (which happened) of the death of all the legatees in remainder, during the life of the tenant for life? Was the fund undisposed of, or did it belong to the legatees' estates in equal shares, or to the last survivor of them? The argument for the intestacy was, that the survivorship on which the gift over took place was referable to the date of the death of the tenant for life, and that there was nothing to vest the gift before that event; and this view prevailed in *Macdonald* v. *Bryce*. In the present case, however, the Master of the Rolls overruled his former decision, and held that there was no intestacy. As the same person represented the estates of all the legatees, the doubt between the rights of the last survivor and the others remains unsettled so far as this decision is concerned, but there can be little question as to the title of all upon the many other reported decisions on analogous cases. (See 1 Jarm. on Wills, 705).

PRACTICE—LIBERTY TO BRING AN ACTION—EXTENSION OF TIME.

Farina v. *Silverlock*, 5 W. R. 827.

This suit was for an injunction to restrain the defendant from printing and selling certain labels for Eau-de-Cologne bottles. At the hearing, on appeal, before the Lord Chancellor, the plaintiff's bill was ordered to be retained for a twelvemonth, with liberty to bring any action which he might be advised. The twelvemonth would expire on the day after the present motion was made, and the plaintiff had not brought his action to a hearing. It did not appear that he had been guilty of undue delay in bringing the action, or that the defendant had placed any impediments in the way of its being conducted to adjudication; but the cause did not come on for trial until the last week of the twelvemonth, and then the plaintiff withdrew the record on account of the absence of counsel. He now moved for an extension of time; and the Court made the order, on the ground that there had been no laches on his part, and that there was manifestly a *bond fide* intention to proceed to trial within the time prescribed by the original order of the Court. The order for extending the time, however, was made upon the terms of the plaintiff paying to the defendant all the costs occasioned by the delay, and doubling the security already given for costs—the plaintiff residing out of the jurisdiction—in case he should prove unsuccessful.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

Scotch cases generally are not likely to be read with much attention. But there are two classes of them which may be studied with both interest and instruction: those in which English principles of law (or at least what are understood here to be such) are repudiated, and those which relate to the rights and responsibilities of agents of every class belonging to the legal profession. These cases are not numerous; and it is proposed in the course of the vacation to give short reports of such as have occurred since the beginning of the year. In pursuance of this purpose we proceed to notice the case of Mrs. Jane Bowman or M'Naughten and children against the Caledonian Railway Company, 15th January, 1857. In this case the pursuers, who were the wife and children of a man named Daniel M'Naughten, a joiner, in the service of the Caledonian Railway Company, claimed damages (which were laid at £800) from the company as reparation for the death of the husband and father who was killed while working at a carriage on a siding, at Greenock, by a collision caused by an engineer and stoker, also in the service of the company, driving an engine violently into the siding without warning. In defence, the company stated, among others, the following preliminary plea:—"The allegation that injury was occasioned through the culpability of fellow-servants in the defenders' employment, is irrelevant, the defenders not being legally responsible in a question with the deceased or his representatives for such culpability."

The Lord Ordinary (before whom, as already explained, all actions in the Court of Session come to depend in the first instance) disposed of the plea by interlocutor—"Repels the said plea in law." To the interlocutor containing this finding, he appended a long note, explaining the reasons of his judgment, and entering into the arguments on each side so fully, that it is not necessary to do more for the understanding of the case than quote some parts of it:—

"The defenders' objection to the relevancy of this action raises a question of great general importance, entering deeply into the constitution of one of our most common and familiar contracts. The facts alleged by the pursuers and to be assumed at present are briefly these:—M'Naughten, while employed as a joiner or carpenter in repairing a railway carriage, on a siding, was killed by a collision caused by an engine driving violently into the siding. No warning was given, and no precautions were taken to secure the safety of those who might be engaged on the siding. The collision, and consequent injury and death of M'Naughten, are alleged to have been caused by the fault of the defenders' servants—viz. the persons in charge of the engine and the person in charge of the switches."

The Lord Ordinary then narrates the defenders' plea; and, after explaining the primary principle of responsibility in such cases, and showing that the same principle affects *auctores* as well as *actores*, he goes on to say:—"There can be no doubt of the relevancy of the averments in this case if the person injured had been a stranger. On this point it is understood that the master's responsibility is also recognised by the law of England."

"But it is said that here the person injured was himself in the employment of the defenders, and that a master is not liable for injury done by one servant to another," &c.; and his Lordship then mentions the English cases referred to in support of this doctrine (*Priestley*, 1837, 3 Mees. & W. 1; *Hutchinson*, May 22, 1850, 19 Law Journ. Exch. Rep. 296; *Wigmore*, May 22, 1850, 19 Law Journ. Exch. Rep. 300). With regard to these English cases, the Lord Ordinary states, that, "so far as he can venture to form any opinion on the English decisions, he is disposed to think that no rule quite so absolute and inflexible as that for which the defenders contend has been settled

by express decision; though, certainly, the authority of the cases, and the dicta of the learned judges, are favourable to the defenders' plea. In the law of Scotland, the decisions directly adverse to the absolute rule contended for are express and numerous. Masters have repeatedly been found liable for injury done by one servant to another. There is no trace of such a rule in Scottish law as exempts the master from responsibility, merely because the injured party as well as the doer is in his employment."

The Scotch cases particularly referred to were—*Linwood*, May 14, 1817; *Sword*, Feb. 13, 1839; *Sneddon*, June 16 1849; *Rankin*, Jan. 31, 1852; *Gray*, Dec. 1, 1852; and *Reid*, July 3, 1855.

The Lord Ordinary then goes on to say, that he thinks the principles upon which the law on this subject should be regulated ought to be universal over the whole kingdom, and suggests that some principle might be found intermediate between what is stated to be the English rule, and the inflexible rule enforcing the liability in Scotland—as, for example, "while both (servants) are employed in a common operation."

But he observes further, that cases may occur of a different character, as where one servant is subordinate to another, or where they are engaged in different operations. In the first class of cases the master's liability for the fault of a servant having a superintendence was recognised by the House of Lords, in *Paterson*, 1 Macqueen's Rep. 748; and that if the absolute rule maintained by the defenders were well founded, a master would be exempt from responsibility in such a case as that of a dairymaid, while bringing home milk, being carelessly driven over by the coachman, which, he thinks, would be "a very startling result to a Scotch lawyer; for whatever support to such a rule may be found in some of the decisions of the Courts, and more particularly in some of the dicta of the learned judges in England, there is neither precedent nor authority in the law of Scotland in favour of it."

His Lordship then goes on to show, that "the doctrine of an implied undertaking in the contract of service to incur all risks from the fault of servants in all different departments is not one recognised in Scotch law;" as might have been expected from the way in which the law upon the subject has been applied in Scotland.

The defenders reclaimed, but the Court adhered to the Lord Ordinary's interlocutor without hearing the pursuers; and some of the Lord Ordinary's speculations met with little favour from the inner house judges.

The Lord Justice Clerk said that he went upon the "broad principle, that, since the employer is liable to third parties for the injuries sustained by them, he is, *a fortiori*, liable for those sustained by his own servants." And again, "the notion that each workman undertakes all the risks of accidents caused by say 1,000 other fellow-workmen employed in a railway, and that the master is not to be liable, is, to my mind, quite opposite to reason and justice."

That the duty of the master is to take care not to allow his servants to injure any, and that this duty is not limited to the public: "The first thing, I think, is to take care of all his own servants; they are brought into constant contact with each other, and the risk of injury is very great. The order and duty, therefore, of being careful and attentive to the life and person of others applies first and primarily to fellow-servants."

He then observes, that he could have understood the English rule if it had declared a master not liable when his instructions were violated. "It seems most extraordinary to say that he is free from all risks for accidents caused by fellow-workmen."

Lord *Murray* expressed similar views, and said:—"I cannot see my way to any principle here which would free the master from his liability. I do not know the English law on this point; but we have a principle here which appears to me very wise and just, by which, at any rate, I, as a Scotch judge, am bound."

Lord *Cowan* followed on the same side, and concludes his judgment thus:—"There are two, if not three, decisions standing, in which this defence has been repelled by well-considered judgments of this court. It would be wrong in this state of matters, as it appears to me, to entertain serious argument on a principle so thoroughly recognised, until the House of Lords has instructed us to act differently. It may be very expedient that the same rule should prevail in both countries; but so long as the decisions in our own courts remain unreversed, I do not see how we can do otherwise than affirm the interlocutor of Lord *Ardmillan*."

Review.

A Complete Manual of Short Conveyancing. Containing, I. Common Forms; II. 250 Precedents of Assurances. With Explanatory Notes and a copious Index. By Herman L. Prior, of Lincoln's-inn, Esq., Barrister-at-Law. London: Wildy & Sons.

Mr. Herman Prior's Manual of Concise Conveyancing may at least claim the merit of being one of the most startling law books which have appeared for many a year. It has nothing, or almost nothing, in common with the concise forms which have been published by more than one of the leading conveyancers of the day. Their drafts have been for the most part framed on the principles which have been recognised in conveyancing for centuries, and their brevity has been almost exclusively attained by the omission of redundant and tautological expressions. This mode of dealing with the subject does not at all satisfy the ardent reforming spirit by which our author is animated, and he complains that "the retrenchments of modern times appear to have gone on the principle of lopping off an obvious excrescence here and there, instead of the reconstruction, on sound principles, of the entire mode of thought and language." This, though a distorted, is not altogether a false account of what has been done by those who have preceded Mr. Prior in the attempt to improve the style of legal instruments. The task he sets himself is nothing less than "the reconstruction of the existing forms on sounder principles of language and arrangement;" and though we shall have to question the soundness and the safety of Mr. Prior's suggested principles, we are bound to admit in the outset that he has discharged himself of his rather Quixotic undertaking with great ingenuity, and yet greater courage.

Like a true knight errant, Mr. Prior will not be content without a social monster to quell. To say that conveyancing is often cumbrous and prolix, and that it is capable of further improvement, even after all that has been done of late years, is, in our author's estimate, an utterly inadequate view of the actual facts. It is not reform, but revolution, which he deems necessary. The conveyancing of the last century is pleasantly described as "one of the scourges of the country;" and "the vitality of this gigantic imposture" is investigated in much the same spirit in which a missionary might be expected to inquire into the nature and origin of Buddhism or Fetish worship.

If Mr. Prior had been more temperate in his denunciation of the present system, we should have been disposed to agree with him that the neatness and elegance of modern drafts might be increased, and their costliness diminished, by a judicious regard for conciseness of expression. But it is an utter misconception to represent the prolix language still employed by some, though not by the best conveyancers, as the cause of the expensiveness of modern conveyancing. The real obstacle to the ready transfer of land consists in the necessity of investigating, at the expense of much skilled labour, the title to the property dealt with, for a period of more than half a century, and of making good real or apparent defects by a still more expensive and laborious accumulation of evidence. While this process has to be gone through, it must be paid for; and it is idle to suppose that the mere contraction of the length of legal instruments will be suffered to deprive the professional agents employed on a purchase of a fair remuneration for their *bonâ fide* services. It is true that at present they are most absurdly compelled to regulate their charges for the skill and intellectual labour bestowed, by the standard supplied by the number of words in the documents prepared. But if these documents were cut down to a quarter of their present length, the only consequence would be that some new scale, or, what would be much better, some entirely new principle of remuneration, must be adopted, or else no solicitor would undertake conveyancing work at all. Mr. Prior, indeed, fully admits this necessity, and concurs in the very sensible suggestion of the Registration Commissioners, that the remuneration of solicitors should be based upon some other principle than the length of the instruments prepared.

But this being conceded, all Mr. Prior's rhetorical flourishes about "scourges" and "impostures" shrink into very small compass. The only real saving which can be effected by conciseness is just the prime cost of the mechanical labour of certain copying clerks: for it is acknowledged that the reduction in professional remuneration, which, under the present system, would be the immediate effect, must be, and very soon would be, compensated by paying in a direct and rational form for the labour, thought, and care which now receive scarcely any acknowledgment except in the profit made on copies and engrossments.

In estimating the importance of conciseness, therefore, the question of expense becomes comparatively trivial, and it would assuredly be the height of folly to curtail conveyances so far as in any degree to impair the security of titles.

The two points in the present system of conveyancing which Mr. Prior pronounces the most objectionable, are the habit of using a multitude of nearly synonymous terms in the place of one sufficient general phrase, and the practice of introducing recitals into deeds. On the first point, it is only necessary to say that the habit is greatly falling into disuse, and that no material reduction in the length of well-drawn instruments, such as are now commonly turned out, could be effected by the most rigid enforcement of Mr. Prior's dogma against tautology. So far, however, as he confines himself to the elaboration of more concise and comprehensive modes of expressing the ideas comprised in common forms, he is only treading in the steps of the eminent conveyancers who have already weeded out almost all the redundant verbiage which was formerly in vogue. But the essential characteristic of Mr. Prior's system is the entire omission of recitals; and any one who has the least familiarity with conveyances will easily understand, that, by this bold device, he is able to reduce an average draft to a much smaller compass than is possible for the tersest draftsman, who adheres to the old practice of reciting so much of antecedent transactions as may be necessary to make the instrument intelligible as well as operative.

The substantial question which Mr. Prior raises by his elaborate work is, whether the advantage of conciseness is sufficient to compensate for the inconvenience and obscurity which the absence of recitals would certainly produce. We think that the answer must be in the negative. Mr. Prior's ingenious argument against the employment of recitals sums up all that can be said on that side of the question.

"It really seems wonderful," he says, "how such a practice could ever have been considered necessary, or even tolerable. To a lay mind it would certainly appear enough that a conveyance from A. to B. should be a conveyance from A. to B. without being a history of A.'s antecedents, and perhaps those of one or two of his ancestors as well. No doubt, as a literary production, a conveyance is much more complete and satisfactory for exhibiting the preliminary state of the title at length; but as in practice this has always been well sifted beforehand, and every party to the instrument is assumed to be cognisant of it, it does seem monstrous that the entire process should be gone through again, and the draft swelled to thrice its length, for the benefit of some exoteric reader in after times, who, even if he exist, will not accept these statements on the faith of the document itself, but require their strict proof, viewing the document not as an isolated fact, but as merely one link in the chain of title. But it may be fairly urged, should a conveyance then be in every case a mere general transfer of the parties' interest, without identifying in any manner the capacity in which they execute? Certainly not; and if it should hereafter happily form the subject of a general order that recitals in deeds should not be allowed for on taxation, except under special circumstances, the character and grounds of execution by the different parties (framed so as to include the benefits of estoppel, and others of a similar nature) would be the principal test of the conveyancer's skill. It is quite easy to frame such a statement in language clumsy, involved, and even lengthy; but it is also possible, although perhaps not easy, to include it in terms which shall neither incumber the draft, nor perplex the reader."

There are two or three considerations which seem sufficient to dispose of this theory. In the first place, it does not seem to us worth while to destroy the value of a conveyance, even as a literary production, for the sake of the very small advantage of saving a skin of parchment. Besides this, there is another most material use in recitals of which Mr. Prior takes no account at all. On the present system, the entire series of deeds on which a title depends get so interwoven by means of the recitals which they contain, that a fraudulent suppression of an instrument which may cut at the root of an apparent title becomes an extremely difficult matter. In point of fact, frauds of this kind are more rare than any one could *à priori* have expected; but if every conveyance were as little suggestive of what had gone before as those which Mr. Prior furnishes as models, there is reason to fear that a notable increase would take place in the dangers to which titles would be exposed from the schemes of dishonest vendors. But the omission of all recitals would not only be hazardous, but in many cases absolutely impossible. Our author concedes the necessity of describing "the character and grounds of execution in such a manner as to include the benefits of estoppel, and others of a similar nature;" and whether this is done by first stating the facts, and then proceeding to the operative part of the deed, or, after Mr. Prior's fashion, by inserting the facts in a parenthetical clause, it is equally a recital; the only difference being, that, in the one case, it is in its natural place, and free from ambiguity; while, in the other, it is inserted as a subsequent explanation of the earlier phrases of the deed, and in many cases must be wanting in perspicacity, and dependent for its meaning on the unsatisfactory resources of punctuation. For example, a deed of dissolution of partnership is thrown by Mr. Prior into the following shape:—

"For effectuating an agreement for determining the partnership business of ——, heretofore carried on by the said A. B. and C. D. under articles dated &c., and in consideration of one moiety of the profits of such business, up to the —— day of —— last, having been received by the said A. B (and of £—— secured to him by the bond bearing even date herewith of the said C. D., being the value of the share of the said A. B., as ascertained by a stock taking and account stated between the parties of the partnership property), and also in consideration of an indemnity against the partnership liabilities by bond, bearing even date herewith (in the penal sum of £——), executed to the said A. B. by the said C. D., the said A. B. releases, &c."

An old-fashioned conveyancer would have got rid of all the relative and parenthetical clauses, and told the story simply by reciting that the business had been carried on by A. B. and C. D. under articles, &c.; that one moiety of the profits, up to the —— day of —— last, had been received by A. B.; that the value of A. B.'s share had been ascertained at £——; that bonds for securing the amount, and for indemnity, had been given; and that, in consideration of the premises, the said A. B. releases, &c.

No one but a man on a hobby could prefer the form which Mr. Prior has been at so much pains to frame. The other mode would be quite as short; it is certainly more natural and elegant to recite substantively what you wish to record, than to introduce the facts by an oblique statement in connection with the consideration. If, as is commonly the case with arrangements for dissolution, the terms were of a more complicated nature, the indirect mode of reciting the necessary circumstances would be quite unmanageable, and the draftsman would be driven to the artifice adopted by Mr. Prior in some of his precedents, of throwing the difficulties and complications as they arise into a series of schedules. Not content with abolishing recitals, Mr. Prior condemns the time-honoured *habendum* as a superfluity, though even he can scarcely complain much of its length. But he is resolute to have nothing that cannot be proved to be indispensable, and would willingly derange the habits of centuries for the sake of eliminating half-a-dozen words. But while we can only regard these wild notions as instances of the fanaticism with which a man will often follow a pet theory to any lengths, however extravagant, we are bound to concede to Mr. Prior the praise of having worked out his idea with remarkable skill. The large collection of precedents which he has elaborated will not be lost, even to those who, like us, are not quite advanced enough to give up recitals, or to appreciate our author's purposeless omission of the two or three words which constitute the *habendum* of an ordinary deed. Apart from the general scheme, there are many happily condensed forms in the collection which may advantageously be used by any draftsman; and, notwithstanding our objections to his theory, we think Mr. Prior's work a valuable contribution to the conveyancer's library.

Inspectors of Prisons' Report.

The Twentieth Report of the Inspectors of Prisons has been published. It is confined to the Northern and Eastern District. In the prefaratory letter to the Home Secretary, dated in September, 1856, from Mr. Voules, the inspector, he states that the report is on the prisons which have been inspected by him during the year. We were, therefore, somewhat surprised to find that many of the separate reports bear date as of visits made early in 1854, and none of them later than December in that year. Why such delay should have taken place before the reports were communicated to the Government, or why the first paragraph of the inspector's short communication to Sir George Grey should contain so obvious a mistake, is more than we can undertake to explain. But if there be any value in the information given in such reports—a matter on which there may be some doubt as long as they retain their present character—it would, at all events, be desirable that they should be communicated to the public as soon as official convenience may permit. An inspector's duty, when he visits a prison, seems to be to inquire generally as to whether there has been an increase or a decrease in the number of prisoners; also as to their spiritual and sanitary condition; the cost of their maintenance; the internal economy of the prison; the manner in which the books and accounts are kept; and whether there is any special ground for dissatisfaction in the minds of the visiting justices, the officers, or the prisoners. The result of such inquiries he notes down cursorily at the time, and a collection of these notes (in this case two years after they were written) is called his

report. There is, therefore, not very much that would interest general readers to be found in this blue-book; and yet it is impossible to read even the meagre statements which it contains without being convinced how large is the field which the judicious philanthropist may find in our prisons, without entering upon the more debateable ground of reformatories. It certainly appears strange that there should be so little uniformity in the management of our prisons. Justice would seem to require that the character and nature of the punishment should be as nearly equal as possible in all our prisons in this country, so that a given number of months confinement in one jail would be equal, as a punitive sentence, to the same in another. We find, however, crank labour largely used in some jails, while it is unknown in others. There is also a great difference as to the quality or quantity of food supplied to the prisoners. Thus, at Derby, the daily cost for each was 6*d.*, and we are informed that the surgeon "orders extra food for any prisoner who loses in weight;" while at Hull the daily cost of food was only 4½*d.* per head, and we are told "the rules of this prison do not require the surgeon to see prisoners who are not on the sick list more than once a month." At Beverley, the average cost in 1854 was 6½*d.*; Ipswich Borough, 5¼*d.*, and County, 4¾*d.*; Bury St. Edmunds, 3½*d.*; Oakham (Rutland), 8¾*d.*; Southwell, 5⅝*d.* There is also a great difference as to the total annual cost of each prisoner. Upon the whole, it seems evident enough that the "general prison regulations" are not sufficiently stringent, or else that the control of the inspector and his power of interference with the management of the visiting justices are too limited in their range. In order to make Government inspection of prisons what was originally intended, and what it ought to be, more power must be intrusted to the inspectors, and then something more worthy of them may be expected than those comparatively trifling memoranda and would-be statistics, which now go by the name of reports, and have the sanction of appearing in the blue-books.

Since the above remarks were in print, we have received another of these reports. It is the production of Mr. Perry, and relates to the prisons of the Southern and Western District. This report is evidently the result of inspections during 1855-6, though, singularly enough, that fact nowhere appears throughout the entire report, except inferentially. Neither does it appear in the inspector's letter to the Home Secretary; and, with a rare consistency in his contempt for dates, Mr. Perry satisfies himself by giving the month, but not the day, when that document was written. These trifles—if such obviously important things may be so designated—show that there is very little system or methodical plan in the proceedings of the inspectors. Each seems to pursue such a method as strikes his fancy, and to report accordingly. We were, therefore, prepared to find that we should be unable to pursue our inquiry as to the average daily cost of the dietary of prisons in the Southern and Western District. In the report now before us, we have no direct information as to the average daily cost of the prisoner's food, nor as to their total annual cost; but, by way of compensation, we have a statement of the total expenditure and receipts during the year ending Michaelmas, 1855, in the greater number of the prisons which have been inspected. The other tabular returns are also more carefully given, and present more useful results than those which we have generally seen. But it is clear that if there is to be any comprehensive system of judicial statistics, there ought to be some uniformity in the returns and tabular statements furnished by our jail authorities. The value of our inquiries on the subject of criminal statistics has been very much diminished by the diversity and unnecessary incongruity which have characterised our attempts hitherto. We cannot help thinking, moreover, that such statistics as we require might be much more conveniently obtained by means of printed forms to be filled up by the local authorities, and returned periodically to a central office, than through the agencies at present employed. There would still remain sufficient employment for the prison inspectors, whose time could easily be better employed than in picking up odds and ends of figures, and little bits of unconnected statistical information, according as they squared with their own private theories or particular fancies.

Mr. Perry seems to be strongly in favour of the separate system, and tells us that there are only two prisons in the district in which it has not been adopted, wholly or in part.

"It would be gratifying (he says) to be enabled to add, that the discipline pursued in these improved prisons is always consistent with the principle of the system for which they were designed. But although in the greater number much attention is devoted to the teaching of what may be called abstract morality, and the advantages of an honest course of life are theoretically inculcated, sufficient care is not always taken to institute such a course of productive industry as shall practically demonstrate the truth of those principles, and thus tend to induce a taste for labour. It is true that the views I am advocating are, year by year, becoming more extensively received; but there remain, nevertheless, more than one instance in which it is studiously endeavoured to divest prison labour of all but its punitive element, and in which the remote advantages which might be reaped from it in its results both to the prisoner and to society are blindly disregarded. It is right to add, however, that even in many of those prisons in which 'hard-labour cranks,' and other such ineffectual inventions, founded on the notion of repressing crime by mere severity of punishment, have been erected at great cost, and persisted in for a time, they are now altogether abandoned; while in others the authorities are meditating their abandonment, and the adoption of productive labour in their stead."

These observations open up a very large field of inquiry, but one which it is time to enter upon resolutely. There are few social questions more important, and at the same time more difficult, than those relating to the employment of convict labour. At present, all our theories on the subject are, for the most part, purely empirical; and all our plans bear the impress of our uncertainty and want of logic. It is strange, that it should not yet be decided by our political philosophers whether or not the labour of our convicts may be made productive to the State without injury to other labour. The absence of any well-considered scheme for accomplishing so desirable an end must be owing, if not to the impossibility, at least, to a want of conviction of the possibility of such a result. The great difficulty, no doubt, is to discover any sufficient field for labour, that would be at all remunerative, in which there should not be the competition of the labour of persons who are not criminals. But those who insist upon this view of the subject are very much given to overrate its importance, and to forget the awkward fact that at present the innocent support the criminal without receiving anything in return—without the latter making any contribution by their labour to the common fund; whereas, if labour were made the condition of support, the common stock of commodities would, at all events, be increased in the same proportion as if no criminals existed, or as if all our convicts were industrious members of society. It is beyond our comprehension to understand how the State could possibly be a loser by the necessary addition to its capital or consumable stock, the actual consumption remaining the same. Such, in effect, would be the result of employing our prisoners on reproductive work. It is for our statesmen to discover a scheme by which the general advantage may be gained at the smallest possible loss or inconvenience to individuals.

Judicial Business Report.

BARON BRAMWELL'S EVIDENCE ABRIDGED.

Mr. Justice Cresswell in the Chair.

Can you give the commission any information on the extent of the labours of a Baron of the Exchequer, as to what they are at the present time?—I can tell you what I have had to do since the beginning of the business time, and, as well as I can judge, what I shall have to do till the end of the usual business at the beginning of the long vacation. The term began on the 3rd of November, and continued till the 25th, during which time of course I sat in Court.

For what average number of hours?—The average number of hours is six—from 10 till 4.

Are the labours of the day closed when you quit the Court at 4 o'clock?—Most certainly not.

Will you mention the number of hours you attend at Chambers?—I should say four hours, from 11 till 3.

On the average?—On the average I should certainly say from 11 till 3 in the Exchequer. On the 1st of December, which was on a Monday, I went on the winter circuit, and I returned from the winter circuit on the 24th of December; but out of those days there were two during which I was in town.

Which circuit did you go?—I went a circuit composed of portions of three different circuits. I went to Cardiff, to Gloucester, to Chelmsford, to Maidstone, and to Lewes; and I saved two days out of that time, during which I was in town entirely. Of course those days were saved by sitting late. I should say that at Cardiff and at Gloucester I went into Court at 9, and left between 7 and 8. Of course, it is a great convenience to jurymen, witnesses, and parties, if you can let them go the same night, instead of making them attend another day. On the 26th, 27th, 29th, 30th, and 31st of December, the 1st, 2nd, 3rd, 5th, 6th, and 7th of January, making eleven days, I was not engaged in the discharge of that part of my duty which is done in public.

Those were holidays?—Yes. I will show you how I disposed of those holidays presently. On the 8th, 9th, and 10th I was at chambers.

But you are bound to be at the service of the public during the day?—I am. From the 12th to the 31st was Term time. I was what is called "out judge;" that is to say, if there was no *Nisi Prius* business I sat in Banc; if there was *Nisi Prius* business I took it, and as soon as I got away from that work I had to go to Chambers. I am quite certain that I speak within compass when I say that my work then commenced punctually at 10. I certainly did not leave on the average till 3, and I then went to Chambers, where I must have had from two and a half hours to three hours of work, besides affidavits to read afterwards.

From 10 till 6, then, were the hours you were engaged?—Yes, certainly. From the 31st of January to the 7th of Feb. I ought to have been the first four days sitting in the Court of Error, and was so for three days; but upon the other day I went to the Old Bailey, where I ought also to have been on another of those four days. On the fifth day of that week I went to the Old Bailey, and so could not sit, where I otherwise ought to have done, in my own Court in Banc at the "After Term sittings." On the sixth day I did sit in my own Court in Banc at the "After Term sittings;" so that, in truth, in those six days I had work for nine; that is to say, on the whole six days I ought to have been at Westminster, either in the Court of Error or in the Court in Banc, and I ought also to have been three days at the Old Bailey. In the last week in February, that is to say, until the 28th of February, I shall have to go to chambers, when I shall certainly have work, according to my past experience, from 11 to 5, owing to the approach of the circuits, and the necessity for doing business which cannot be postponed till the Court sits in Banc; and my experience undoubtedly is, that I get six hours' work at chambers during that time. In the week after that, which ends on March the 7th, I shall have to go to the Old Bailey again, because I am the North Wales judge; but out of that week I shall have certainly two days unoccupied. I shall have another day on March the 9th. From March the 10th to April the 4th, I shall be on circuit.

When is your last commission day?—The 28th. Between the 4th of April and the first day of Term I shall have eight days with no public duty. From April the 15th to May the 8th is Easter Term.

Then the whole of every day is occupied?—Every day is then occupied. From May the 8th to May the 22nd I shall have to be at the Old Bailey and to take my fourth of chamber duty, which I calculate will amount to six days, giving me five in that interval to myself.

Have you made any allowance for the Court sitting in Banc after Easter Term?—I have not. I have supposed that there would be no Banco sittings and no Error sittings, and on that supposition I have given myself five days. From May the 22nd to June the 12th is Trinity Term; from June the 12th to the 19th I suppose we may say we shall be sitting in Error; from June the 19th to the 26th I have no hope but what we shall have such an amount of arrears as to sit in Banc; the following week, from June the 26th, I suppose we shall be in the House of Lords. No doubt I ought to calculate upon more; but inasmuch as I cannot be in two places at once, and the only remaining week I shall have to be at chambers, I have supposed that from June the 26th to July the 3rd I shall be in the House of Lords, and from July the 3rd to July the 10th I shall be at chambers.

Assuming that I get the six days which I have mentioned in the month before I go on circuit, I shall have had 44 days not engaged in business in public. But I desire to mention what else I have to do besides this regular ordinary public business, and I will mention everything, though some matters may be of very little importance, and others of more importance. The judges have to hear tax cases. They are liable to be called on also to sit in equity, to assist the judges in equity. They have Bills referred to them by the House of Lords. It occasionally happens, that a judge is asked by the parties to undertake the decision of a case for them which may come before him in a variety of ways;—for instance, upon an interpleader summons at chambers; or I may mention another case, which certainly is germane to the matter in hand. There was a case which came before us in Banc, I think in last Trinity Term. It was a case of considerable complication, and the Court and the parties asked me to hear it and decide it, which at their request I agreed to do. From that time down to the present I have never been able to give them a day, and I am going to hear it on next Monday. Then a judge has to prepare his notes for the court in cases where there are motions for new trials, or to enter verdicts, where he has tried them; and, although his clerk copies out the notes, of course he has to revise them. He has to prepare any cases which may come before the Court of Criminal Appeal. He has not to any very great extent, but to some extent, to correspond with the Secretary of State for the Home Department, if any reference is made to him. He has to read his special paper, and his paper books in cases in error; and he has his judgments to prepare in cases which are reserved for consideration. And as to that, I cannot help saying, that to my mind, that last matter alone is very nearly a full occupation for the number of leisure days which I have supposed myself to have in the course of the year.

Except the Long Vacation?—Except the Long Vacation. It is very easy to write a judgment, but not very easy, in my mind, to write a good one. I think it is all important that one should have ample time for the preparation of judgments in those cases which do not admit of decision at the time when they come immediately before the court. Now I have mentioned that I had eleven days between Christmas-day and the first day afterwards that I went to chambers. I can assure the commission that of those eleven days there were not three in which I was not engaged in writing, I will not say judgments, because they were not afterwards adopted and read by the court as their judgments, but in writing what, if they had been approved of, might have been delivered as the judgments of the court. In particular, there is one case which will be in the knowledge of some of the members of the commission, a case not in my own court, but a case argued in the House of Lords—namely, *Lane* v. *Hooper*, in which I will undertake to say that if I opened one book, I certainly opened, including those that I opened twice, a hundred, so that that was the way in which I was occupied. I was writing a judgment then. When I say a judgment, the object of writing down your opinion in the form of a judgment is, that you may circulate it amongst either the members of your own court or those who have to consider the matter with you, in order that they may see how far they agree with you or how far they differ from you; because it is obvious that one can write down one's opinions on paper more methodically and clearly than one can state them in conversation with a brother judge who has to decide the case. Now I say, that I think it really is of the greatest importance that one should not be hurried in that particular matter; because, in the first place, you have to decide between the particular parties; and the result of a wrong decision is, that you give to one man that which belongs to another. But there is another consideration, which to my mind is almost equally important, and it is this,—the losing party is never satisfied; but if he thought that he not only had had injustice done him, but that that injustice was attributable to the haste or negligence of the judge, just consider how much greater his dissatisfaction would be. At all events, you had better let him go away with the feeling that he has not suffered from the incompetence or indifference of the person who has decided against him. I think the public satisfactory administration of justice requires that. Then there is another thing; you must bear in mind that our decisions do not merely settle the particular case, and are then forgotten, but that they are cited as precedents; and I am sure anybody who knows the mischief that an unfortunate decision occasions, will say that it would be very desirable that it should never take place, not only for the sake of the particular parties concerned in it, but for the sake of the public generally, because what is the consequence? It is in vain to say that you settle the law by it. You do not settle the law; for as long as a case is decided upon a wrong principle, although the Courts may abide by it, because they consider it their duty not to overrule the judgment of a court of co-ordinate jurisdiction, yet you are continually having attempts made to distinguish other cases from it by circumstances, which indeed make a difference in point of circumstance, but none in point of principle, so that at length the case gets nibbled and carped at, and shaken, till somehow or other it is gone. I would not require a better example of that than a well-known case which was decided by the House of Lords. No court, of course, could overrule it; but it has given rise to as much litigation as could possibly take place, and the result is, that that case has not been overruled, but distinguished from to such an extent, that if any party now cited it he would be laughed at. I need not say that I make these remarks under the correction of those members of the commission who know about these matters better than I do, from their greater experience, but I make them, subject to that correction, very confidently; and I really would press upon the commission

very strongly the great importance of not driving the judges to hasty judgments upon those cases which are of such a character that they cannot decide them in court. There is another matter which I must mention to the commission. Lord Wensleydale, one of the commission, told me, and my own judgment goes with it, that no judge can do his duty who does not read the Reports. Ever since I have been upon the bench I have faithfully read all the Reports.

What Reports are those?—Reports of cases and decisions in the different courts. When I was at the bar I did not read them, and I did not pretend to read them, and my clients knew that I did not read them, and they took me for better or for worse with notice. But I cannot serve the public in that way, and I read them now diligently and faithfully, and they require time; I do not mean to say that the reading of them is laborious, because from long habit and inclination, I do not say but that the reading of the Reports occasionally is rather an amusing thing.

Do you read all the multifarious reports—namely, the *Jurist*, the *Law Journal*, the *Justice of the Peace*, and the *Law Times*?—No; I read what I suppose you may call the orthodox Reports of the three Common Law Courts—namely, Ellis & Blackburn, the Common Bench Reports, and Hurlstone & Norman. I read the *Law Journal* Reports (Equity and Common Law), and I read the *Jurist* Reports. I read over the same case very often three times; but if I do not do so, I am not sure that I shall not miss it, so I read it to make sure. If I find upon reading it that I remember it, I do not always trouble myself to read any further. What I have now stated is my work besides the long vacation. I do not want to trouble the commission with what one may call personal details, but I can undertake to tell them that I very often work, certainly as often as not, and am obliged to work, after I have come out of court, and after I have had my dinner. I work in the evening, in short, and at other times which one need not more particularly name, but which are not included in any of the days which I have here mentioned. There is no remedy for it that I know of; I do not mean to say that one is always obliged to do it, but continually one is so obliged.

The labours of the judges, according to your account, are increased by the multiplicity of Reports, are they not?—As I said before, I cannot read them without consuming time in reading them. I am almost reluctant to call it a labour, because, as I have said, it is more often to me an amusement than anything else; but if it were not an amusement I should still have it to do. No doubt if it were not there to be done, one could not do it; so that in that sense it may be said that the multiplicity of Reports causes an additional amount of occupation. It may be asked, why does one read the same thing in duplicate? My answer to that is, that if I distinctly comprehend the case when I read it I do not trouble myself to read it again; but it very frequently happens that you find varieties of expression in the judgments, where they have not been considered and written, of such a character that it is quite desirable that you should read both Reports. You may find that one reporter is struck by one remark, which he puts down, and while writing it, not being an accomplished shorthand writer, something escapes his attention which the other puts down.

Do you consider that the statement which you have just made conveys a fair idea of the work done by the whole fifteen judges?—I do not like to answer for any one but myself. I do not know what my brethren of my own court would say. I cannot suppose that I work harder in my own court than they do, except in so far as I may be more laborious and slow in the discharge of what I have to do out of court than they are. My brother judges may be more rapid in their own proceedings out of court than I am. I cannot undertake to answer for that, but no doubt they have quite as much to do before the public as I have.

When I was called to the bar, the Chief Justice of the Court of Queen's Bench used to break up the sitting in banco at twelve o'clock in term time on certain days to hold a *Nisi Prius* sitting; that was about twice in the term: but on those occasions nothing but undefended causes were tried in term time. The sittings in term time lasted for a few hours each day. All that has been totally altered, causes are now tried of as grave a character, and lasting as long, in term time as in the sittings after term, and by that means, and by that only, you get through the business, which has been enormously prolonged both from the modern manner of trying causes, and from the habit of hearing them out instead of disposing of them as they used to do in a very summary way. A cause is now enormously prolonged by an accumulation of speeches, which are allowed, very properly I dare say, under the last Common Law Procedure Act, and also by allowing parties to be examined as witnesses, which imposes on every defendant the necessity of getting into the witness box, and when he has once taken the plunge of appearing as a witness himself, of course he brings others to support him if he can.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, Aug. 21.

Divorce and Matrimonial Causes Bill.

Lord Redesdale, after a warm debate, withdrew his motion that the Commons amendments to this Bill be taken into consideration that day six months, in deference to the opinion of the House.

The Joint-Stock Companies Act (1856) Amendment Bill was read a third time.

Monday, Aug. 24.

Divorce and Matrimonial Causes Bill.

The Lord Chancellor moved that the Commons' amendments be considered.

Lord Redesdale moved that the Commons' amendments be taken into consideration that day six months. He was induced to take this course upon three grounds:—First, by reason of the character and importance of the Commons' alterations, which were of such magnitude that they ought not to be hurriedly discussed or hastily decided upon. In the next place, he considered that what had occurred during the present session showed the advantage which would accrue from a further consideration of the subject; and, in the third place, he thought that the Bill passed by many matters which were within the scope of its object; that, therefore, it was imperfect, and, as an imperfect measure, it ought not to be further proceeded with.

Lord St. Leonards, in discussing the merits of the amendments, said, that, as regarded the constitution of the original court, he entirely approved of the alterations made. With regard to the proposed local courts, the House of Commons had declared, by an abstract resolution, that they would have local courts, which would bring relief to every man's door. He deprecated the spread of courts of divorce over the whole land; and though he desired to see the remedy extended to the poor as well as the rich, he did not wish to see every possible facility given for obtaining divorces. It was first proposed to resort to the county courts, but that proposition was immediately scouted. It was afterwards determined to leave the matter to a judge of assize, or to the quarter sessions, or to a Queen's counsel, or a serjeant-at-law, to be named by a judge. As to the quarter sessions, divorce was a thing which magistrates at that court could not cope with—the attempt to do so must inevitably break down. Then, again, with regard to judges at assize, he would appeal to Lord Campbell whether the moment a question of detail—for example, a question of account—arose at assizes, it were not customary for the judges to say, "We have not time to hear it; the case must go to arbitration?" Supposing there were all the necessary appliances, it would be nothing extraordinary if a divorce case occupied a week. But where were the appliances to be found? Where were the judges or the counsel at *Nisi Prius* who were familiar with the procedure of the ecclesiastical courts? Again, if the judge deputed a Queen's counsel or a serjeant-at-law to discharge his functions, how was this to be done when there was no court? How was a jury to be summoned? The Bill could not possibly work. The result would be, that divorce cases would have to be carried to the court of appeal, where they ought to be taken in the first instance. As to the fees to be paid to the persons intrusted with the performance of these duties, he should like to know whence they were to come. It could hardly be intended to throw the burden on the country; while, on the other hand, if the suitor had to pay them, he would be placed in a worse position than other suitors who had courts provided for them at the public expense. He would suggest that the clause should be struck out, on the understanding that a Bill should be brought in next session to settle the form of jurisdiction. The next point was as to the action of *crim. con.* He had, in committee, proposed clauses to abolish that action, but to give the jury power in certain cases to award the husband damages from the adulterer. Considerable discussion arose, and it was at last agreed to abolish the action. The question then arose, what was to be substituted, and in the Bill, as it went down, the Court was empowered to impose a fine on the adulterer, and

order him to pay the whole or any part of the costs. The House of Commons struck out the power to impose a fine, but inserted a clause that in certain cases the petitioner might claim damages, his claim to be tried in an action. He could not perceive how that would differ from the old action of *crim. con.* There was, indeed, a proviso that the Court should have power to direct how the fine was to be disposed of, and might order a portion to be settled on the wife or children. They had abolished the action of *crim. con.* because they believed it to be a disgrace to their jurisprudence, when it had been compulsory on the part of the husband to bring that action; but it would now be voluntary, and there would be every inducement to collusion between him and the wife, to obtain a provision for her at the expense of the adulterer; and he could do so without asking even for a judicial separation. He would support the motion of Lord Redesdale, because he objected to having the amendments of the House of Commons forced in wholesale upon them.

After a few words from Earl Granville, their Lordships divided—For the amendment, 44; against, 46: majority, 2.

The Lord Chancellor then proceeded to state the nature of the amendments which had been made in the clause which gives jurisdiction in cases of judicial separation to the judges of assize and courts of quarter sessions, and said, that, admitting the principle of local jurisdiction, he could not conceive any better local tribunal for this purpose than the judges of assize. Any difficulty that might arise from the pressure of business would be provided for by the new rules and regulations which it would be in the power of the Court to make; one of which rules would no doubt provide that petitions should be presented in sufficient time, so that the judges might know what causes of the sort were coming on. With regard to the court of quarter sessions, the feeling of the House of Commons was, no doubt, this: that the poor should have a court of easy access, as well as the rich, for the decision of these cases. No doubt these courts were open to objection, as any local tribunal they could constitute would be; but as the principle of the Bill was left untouched, and as something must be left experimental, he trusted their Lordships would not object to the giving of jurisdiction in these cases to the courts of quarter sessions. They proposed the best machinery at their hands, and if that was found inefficient they must try some other.

Lord Monteagle did not object to the giving of jurisdiction to the recorders, who were learned men selected by the Crown; but he had a strong objection to giving it to the courts of quarter sessions, which, he believed, would not give satisfaction. He, therefore, moved to omit the words "or to the courts of quarter sessions."

Earl Powys said, that chairmen of quarter sessions had a right to protest against an important class of duties being thrust upon them, as was proposed by this Bill, involving points of law of which they had no special knowledge. The business would be chiefly in the hands of attorneys, not perhaps of a very reputable class, who would be constantly striving to set husband against wife in village communities, for the sake of making business. Great injury, too, would result from the public discussion at every quarter sessions of cases of this kind.

Earl Granville said, that, as the feeling of the House appeared to be almost universal against this portion of the clause, he would not insist on the retention of the words "court of quarter sessions for the county or borough."

The clause was altered accordingly.

Lord St. Leonards objected to the fees that would be chargeable in the assize courts, and urged that they would be a hardship on poor men. He also objected to that part of the clause which authorised the judges to refer questions of divorce to members of the bar.

The Lord Chancellor said, that, in every commission of assize, there were associated with the judges all the Queen's counsel and serjeants who went the circuit; and the clause only provided that the same course should be pursued with regard to these causes. It was extremely unlikely that an important divorce cause would be left to be tried by a Queen's counsel; the proviso was only introduced to meet an emergency, and to preserve the form of the commission the same as at present.

The amendment of the Commons in the clause constituting the court was then agreed to.

On clause 25, Lord St. Leonards moved the omission of the words "adultery committed in the conjugal dwelling."

Lord Monteagle supported the motion, and said, that the proposer of the words under consideration had entirely misunderstood the enactment of the French law which he had attempted to copy. The French law gave a woman a right of divorce in case her husband obtruded his mistress into the house; but as the clause stood, a man might bring his concubine home, and the wife would have no remedy, unless she could prove an act of adultery actually committed under her roof.

Lord Redesdale pointed out the further objection that a divorce might be granted on the ground of rape, and afterwards a jury might decide that no such offence had been committed.

The House divided—Contents, 27; non-contents, 44: majority, 17.

The Commons' amendment was thus rejected.

Lord St. Leonards moved to disagree with the Commons' amendment to clause 30, the effect of the amendment being practically to maintain the action of *crim. con.*

The Lord Chancellor said, clause 7, which the Commons had inserted, practically maintained the action of *crim. con.* When the Bill was before their Lordships he gave way on that point to the opinion generally expressed by their Lordships; but he was much struck with the argument of Lord Wensleydale, that there were cases in which the husband suffered great pecuniary loss by the separation from his wife.

Lord Redesdale said, the amendment was an encouragement to husbands to commence actions for damages on account of the wife's guilt.

Their Lordships then divided on the question whether the Commons' amendment be agreed to, and the numbers were—

Content.....Present, 32; Proxies, 45—77

Non-content...Present, 40; Proxies, 27—67—Majority, 10

The other amendments of the Commons were then agreed to.

Tuesday, Aug. 25.

Royal Commission.

The royal assent was given by commission to the following Bills:—Charitable Trusts Act Continuance, Married Women's Reversionary Interest, Joint-Stock Companies, Probates and Letters of Administration, Joint-Stock Companies Act (1856) Amendment.

Divorce and Matrimonial Causes Bill.

The Lord Chancellor announced that the Commons had agreed to the Lords' amendments to this Bill.

Friday, Aug. 28.

The Royal Assent was given to the Divorce and Matrimonial Causes Bill.

The Lord Chancellor then read the Queen's Speech, of which the following are the only paragraphs interesting to the profession:—

"The Acts for establishing a more efficient jurisdiction for the Proving of Wills in England and Ireland, correct defects which have for many years been complained of.

"The Act for amending the Law relating to Divorce and to Matrimonial Causes will remedy evils which have long been felt.

"The several Acts for the Punishment of Fraudulent Breaches of Trust; for amending the Law relating to Secondary Punishments; for amending the Law concerning Joint-Stock Banks; together with other Acts of less importance, but likewise tending to the progressive improvement of the law, have met with her Majesty's ready assent."

Parliament was then prorogued to the 6th of November.

HOUSE OF COMMONS.

Monday, August 24.

Joint-Stock Companies Act Amendment Bill.

The Lords' amendments to this Bill were agreed to.

Tuesday, Aug. 25.

Divorce and Matrimonial Causes Bill.

The Speaker announced that this Bill had been returned from the Lords, with many of the Commons' amendments agreed to, and others not agreed to.

The amendment of the Lords, to strike out the words "Quarter Sessions," was read and agreed to.

The amendment of the Lords, striking out the clause giving a right of divorce to the wife on the ground of adultery by the husband in the conjugal residence, was read, together with their reasons for doing so—namely, that the words were indefinite, and would give rise to questions of fact and law, and that the enactment was calculated to lead to collusion.

Sir G. Grey moved that the Lords' amendment be agreed to; which was opposed by Mr. Henley.

The House divided—For agreeing to the Lords' amendment, 48; against, 11: majority, 32.

The other amendments were agreed to.

Births, Marriages, and Deaths.

BIRTHS.

ASTON—On Aug. 23, the wife of Joseph Keech Aston, Esq., Barrister-at Law, of 28 St. George's-square, Belgravia South, of a daughter.

BONNER—On Aug. 24, at Lower Tooting, Surrey, the wife of John George Bonner, Esq., of a son.

LAW—On Aug. 23, at 63 Upper Seymour-street, Portman-square, the wife of Edmund Law, Esq., of a daughter.

LEFROY—On Aug. 20, at Homewood, Four Elms, Kent, the wife of G. B. Lefroy, Esq., of a son, stillborn.

OWEN—On Aug. 20, at Plas Llanddiffnan, Anglesea, the wife of Thomas Owen, Esq., Solicitor, Llangiffin, of a son.

WHITE—On Aug. 25, at Lansdowne-road, Notting-hill, the wife of Frederick Thomas White, of Lincoln's-inn, Esq., Barrister-at-Law, of a son.

MARRIAGES.

ANDREWS—GALLOWAY—On Aug. 20, at Monkstown Church, county Dublin, by the Rev. Thomas Rooke, M.A., William Drennan Andrews, Esq., Barrister-at-Law, of Gardiner's-place, Dublin, second son of John Andrews, Esq., of Comber, High Sheriff of the county of Down, to Eliza, daughter of John Galloway, Esq., of Clifton-terrace, Monkstown.

BAYLEY—MOORE—On Aug. 19, at Edgbaston Parish Church, by the Rev. E. Morris, of the Collegiate Church, Wolverhampton, assisted by the Rev. G. Thornton, J. Tandey Bayley, Esq., Solicitor, Wednesbury, to Louisa Jane, daughter of Paul Moore, Esq., Bolton Lodge, Edgbaston.

BLACKBURNE—CROFTON—On Aug. 20, at St. Lawrence, Kent, by the Rev. G. W. Sicklemore, M.A., Vicar, Captain John Henry Blackburne, Royal Artillery, fifth son of the Right Hon. the Lord Justice of Appeal in Ireland, to Elizabeth, second daughter of Anthony Crofton, Esq., J.P., Barrister-at-Law.

KNOX—ARMSTRONG—On Aug. 26, at St. James's, Piccadilly, by the Rev. George Jepson, Alexander A. Knox, Esq., Barrister-at-Law, to Susan Toten, youngest daughter of the late James Armstrong, Esq., of the Bengal Civil Service.

SINCLAIR—GLOVER—On Aug. 26, at St. George's, Bolton, by the Rev. N. Jones, assisted by the Rev. J. Spencer, M.A., James Sinclair, Esq., M.D., Huddersfield, to Elizabeth, eldest daughter of Henry Glover, Esq., Solicitor, Bolton.

DEATHS

COOPER—On Aug. 22, while bathing off Harwich, Stephen Edward, son of W. F. Cooper, Esq., of 5 Grove-end-road, St. John's-wood, in his 20th year.

DANIEL—On Aug. 22, at 11 Lansdowne-crescent, Kensington-park, Walter Sackville, the infant son of H. M. Daniel, Esq.

LAVENDER—On April 27, at his brother's house, Oakwood-park, Dandenong, near Melbourne, Victoria, George Henry Lavender, Esq., Solicitor, aged 26.

LETTSOM—On Aug. 20, at Grantley-villa, Folkstone, Eliza Sophia, relict of the late Samuel Fothergill Lettsom, Esq., and only daughter of the late Hon. Mr. Baron Garrow.

MEYNELL—On Aug. 22, at Durham, Edgar Thomas, the infant son of Edgar Meynell, Esq., Barrister-at-Law.

RING—On Aug. 26, at his residence, Charles Ring, Esq., of Upper Tooting, and 3 Great Knight Ryder-st., Doctors'-commons, in the 61st year of his age, deeply regretted.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

De Bergeyck, André de Brouchoven, Esq., Malines, £210 New 3 per Cents.—Claimed by Count Henri Francois Joseph de Brouchoven de Bergeyck, administrator.

Edwards, John Morgan, Tallowchandler, Poland-st., Oxford-st., £165: 0: 6 Consols.—Claimed by Ann Edwards, Widow, sole executrix.

Greaves, John Liptrott, Gent., Leicester, £46 : 12 : 4 Reduced.—Claimed by Rev. John William Greaves and John Rochfort Luke, executors.

Hore, James, Esq., Duchess-st., Middlesex, and Emily Hore, his wife, £142 : 18 : 7 Reduced.—Claimed by James Hore and Emily Hore.

Kensington, Arthur, Esq., Glocester-rd., Hyde-pk.-gdns., and John Finney Belfield, Esq., Primley-hill, Torquay, Devon, £1,376 : 5 : 6 Consols.—Claimed by Arthur Kensington and John Finney Belfield.

Lane, Thomas, Esq., Lincoln's-inn, and Anne Lane, his wife, £100 Consols.—Claimed by Jane Money, Widow, surviving executor of Anne Lane.

Lawson, Charles John, Esq., of the Middle Temple, and William Frederick Lawson, Esq., of the Middle Temple, £400 Consols.—Claimed by Hon. Sir John Taylor Coleridge, Kt., Charles Lane, and William Whiteside, acting executors of Charles John Lawson, deceased.

Newcombe, Elizabeth, Spinster, Princes-st., Westminster, deceased, William Newcombe, Banker, Fleet-st., deceased, Mary Newcombe, his wife, deceased, and Rev. William St. Andrew Vincent, Bolney, Sussex, £254 : 7 : 6 New £2 : 10 per Cents.—Claimed by Francis Smedley, Gent., Jermyn-st., St. James's, the person named in order of Court of Chancery.

Pitman, Louisa Jane, Spinster, Oulton, Norfolk, now wife of Rev. Stephen Atkinson Cooke, Kingston, Portsea, £77 : 14 : 5 Consols.—Claimed by Louisa Jane Cooke, formerly Louisa Jane Pitman, Spinster.

Sharp, Sarah, Widow, West Grinstead, Sussex, £262 : 14 : 11 Consols.—Claimed by Sarah Sharp.

Weeks, Richard, Esq., deceased, and Lawrence Smith, Gent., both of Hurstperpoint, Sussex, £55 : 18 : 9 Consols.—Claimed by Lawrence Smith, the survivor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

Bernard, Richard (who died in June, 1846), Warehouse-keeper, 22 Daulby-st., Liverpool.—Next of kin to come in and make out their claims on or before Sept. 18, at office of Registrar for the Liverpool District, 1 North John-st., Liverpool.

Tupman, Thomas Edward, late of Pontefract, but now or lately residing in Australia.—His personal representatives (in case he has died since May 15) to come in and claim a legacy of £50 under the will of Richard Sadler, Cooper, late of Pontefract. Apply to R. T. Arundel, Solicitor Pontefract.

Money Market.

CITY, Friday Evening.

The aspect of East India affairs has had a depressing influence in the City throughout the week. On Saturday the English Funds experienced a decline of ½ per Cent. On Monday and Tuesday there was a small advance in price. On Wednesday, Thursday, and to-day, there has been a gradual small decline, but the total fall in Consols since this day week does not exceed ½ per Cent. It may be reasonably concluded that the effect upon the money market would be greater, but for the beneficial influence of the weather. Notwithstanding the violent storms, the conclusion in Mark-lane is, that the late rains have been in the whole more beneficial than otherwise. In the corn market there is a decline from the prices of Monday of from 3*s.* to 4*s.* per quarter on wheat, making the whole decline in price in the course of this week exceed 8*s.* per quarter.

The arrivals of specie from Australia since last Friday have exceeded £600,000, of which the Bank of England is reported to have taken a large part. The demand for money has been active in the discount market generally. The supply has been equal to the demand at about 4½ per Cent. From the Bank of England return for the week ending the 22nd August, 1857, which we give below, it appears that the amount of notes in circulation is £19,208,605, being a decrease of £184,420, and the stock of bullion in both departments is £11,230,131, showing a decrease of £29,775 when compared with the previous return.

The Board of Trade issued on Wednesday returns for the present month, and exhibit therein a large increase of exports. The declared value of our exports, as compared with the corresponding month of last year, is £2,233,306 in excess. Cottons stand highest in the scale, but allowance must be made for the increased value of the staple. Woollens stand next. There is also a large increase in metals, machinery, and hardware. It also appears that shipments to India of Manchester goods, and most other articles, do not show any falling off.

The opposition in the House of Commons to several proposals for obtaining, by legal obligation, statistical returns of the results of agriculture in England, has been successful in preventing any practical test of the value of a comprehensive measure on this subject. The inconvenience sustained in consequence of the want of such returns in England, may be estimated by observing their operation in regard to Scotland. The Highland and Agricultural Society of Scotland has made a report on the cultivation of a large portion of that kingdom. It explains the remarkable fact, that while grain of all kind has, in some degree, and wheat in a very large degree, gone down in price since the termination of war with Russia, all descriptions of live stock have advanced in price, with strong indications of short supplies. The want of reliable information relative to the cultivation of England would leave us more in ignorance of the causes which have produced this contrariety in the respective range of prices if we did not possess some degree of light as afforded by the returns of agriculture in Scotland.

Mr. Caird has brought into the House of Commons a Bill for the collection of agricultural statistics in England and Wales, intending it for consideration during the recess. It appears this Bill will escape strong opposition, only because it is not compulsory. It will have the effect of enabling agriculturists, who make the desired returns under the authority of the Act of Parliament, to influence their neighbours by their example, and perhaps gradually induce them to fulfil the intention of the law.

The Government are not inclined to advance money or incur responsibility in the projected railway undertakings in India. Much has been said in favour of the Euphrates Valley Line, and of the great fertility of the country through which it would pass. It is probable, however, that railway communication with Constantinople from the West will exist at no distant period, and if a line should be carried from the west to Constantinople, and continued from the eastern side of the Bosphorus to the Persian Gulf, a much shorter and better means of communication would be secured with India, than by the line of the Euphrates Valley, which would involve a sea passage either from Marseilles, Toulon, or Trieste, to the further end of the Mediterranean. It is admitted that telegraphic communication stands in a different light from the

railway. Although the Government are not disposed to undertake the establishment of a line of telegraphic wires, they would engage to pay for using it. A company is making a telegraphic line through the Valley of the Euphrates, and it is probable we may look forward to the completion of that line. The proposal to connect by telegraph Suez with Aden, and Aden with Kurrachee, being a submarine line, has other advantages and other difficulties. It is said the Atlantic Telegraph Cable may be appropriated to this undertaking. If a suitable bottom be found in the Red Sea much time will be saved by having the cable ready.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	214	214 216	214½	215½	214½	...
3 per Cent. Red. Ann.	90⅞ ⅛	90⅞ 1	91¼ ⅛	91¼	90⅞ 1	90⅝
3 per Cent. Cons. Ann.	90⅝ ¼ ⅜	90⅝ ¼	90⅝ ¼	90⅝	90½ ⅝	90⅝
New 3 per Cent. Ann.	91⅛ 1	91¼ ⅛	91¼ ⅜	91¼ ⅛	91¼ ⅛	91⅜
New 2½ per Cent. Ann.	...	...	...	...	...	...
3 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	2 7-16	...	2 7-16	2⅛	2⅛	2⅛
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	18⅛	18 1-16	...
India Stock	212⅛	210½	...	...	210½	...
India Bonds (£1,000)	...	19s. dis.	...	20s. dis.	20s. dis.	...
Do. (under £1,000)	...	17s. dis.	...	...	...	17s. dis.
Exch. Bills (£1,000) Mar.	par	4s. dis.	4s. dis	4s. dis.	4s. dis.	...
June	...	...	...	...	...	...
Exch. Bills (£500) Mar	1s. pm.	1s. pm.	3s. dis	4s. dis.	2s. pm.	...
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	1s. pm.	1s. pm.	1s. pm.	1s. pm.	1s. pm.	...
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	98⅛ ⅜	...	...	...	98⅜	98⅛
Exch. Bonds, 1859, 3½ per Cent.	...	...	98⅜	98⅜	98⅜	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	79⅛	79	...	79⅛ ⅜	80	80
Chester and Holyhead	86 5⅛	...	...	...	...	35⅛
East Anglian	19⅜	...	19⅛	...	...	20⅛ ⅛
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	...	...	...
Edinburgh and Glasgow	62½ 2	62 3	...	...	...	...
Edin., Perth, & Dundee	33	...	...	32⅜	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	97⅛	97	96	96⅛	...	...
Gt. South & West. (Ire.)	...	...	...	...	...	...
Great Western	52⅞ 3⅛	53⅛ 3	53⅛ ⅛	53⅛ ⅝	53⅞ 54	54⅝
Lancashire & Yorkshire	98⅞ 9	99⅛	99⅜	99⅛	...	...
Lon., Brighton, & S. Coast	104⅛ 5	104⅜ 5	105	...	105	104⅜ 5
London & North Western	102⅛ ⅛	102⅛	102⅜	102⅜ ⅛	102⅛	100⅛
London and S. Western	94	93⅜	93⅜	94⅛ ⅜	...	93⅛ 2⅜
Man., Shef., and Lincoln	39⅜ ⅛	39⅝ ⅛	39⅛ ⅛	39⅜ ⅛	39⅜	39⅜ ⅛
Midland	83⅜ ⅛	83⅜ ⅛	83⅜ ⅜	83⅜ ⅛	83⅜ ⅛	82½
Norfolk	64 3⅛	...	...	63	...	...
North British	...	45⅝	45⅜	46⅞	46⅛	48 7⅛
North Eastern (Berwick)	...	95½ ⅜	95⅛	95⅛ 6	95⅛	93⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	32	31⅛	...	...	...	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	...	...	...	...	...	...
South-Eastern	71⅛	71⅛ ⅜	...	71⅛ ⅛	71⅛ ⅜	70⅛
South-Wales	84	84½	84	...	...	84½

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 22ND DAY OF AUGUST, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,039,490	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,564,490
		Silver Bullion	...
	£25,039,490		£25,039,490

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,654
Rest	3,598,867	Other Securities	17,353,385
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	5,798,203	Notes	5,830,885
Other Deposits	9,765,803	Gold and Silver Coin	665,641
Seven day & other Bills	727,692		
	£34,443,565		£34,443,565

Dated the 27th day of Aug., 1857. J. R. Elsey, Deputy Cashier.

London Gazettes.

PERPETUAL COMMISSIONERS FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

TUESDAY, *Aug.* 25, 1857.

Bush, John Jones, Gent., Trowbridge, Wilts; for the counties of Wilts and Somerset.—*Aug.* 17.

Dunster, William Hilliard, Gent., Henrietta-st., Cavendish-sq.; for the county of Middlesex and city and liberties of Westminster.—*July* 21.

Frankish, Samuel Cook, Gent., New Palace-yd.; for the city and liberties of Westminster and counties of Middlesex and Surrey.—*Aug.* 17.

Graham, Frederick Valpy, Gent., Kingsclere, Hants; for the counties of Hants and Berks.—*May* 30.

Oliver, Thomas, Gent., Old Jewry-chambers; for the city and liberties of Westminster and counties of Middlesex and Surrey.—*Aug.* 17.

Southers, Francis Richard, Gent., Ludlow, Salop; for the county of Salop.—*Aug.* 17.

Wilkinson, Richard Reeves, Gent., Gosport; for the county of Hants.—*Aug.* 17.

FRIDAY, *Aug.* 28, 1857.

Jackson, Henry Wyld, Gent., Haverhill, Suffolk; for the counties of Suffolk, Essex, and Cambridge.—*July* 24.

Simpson, Benjamin Soulby, Gent., Boston, Lincolnshire; for the town of Boston, parts of Holland, and the county of Lincoln.—*Aug.* 17.

Bankrupts.

TUESDAY, *Aug.* 25, 1857.

COOKS, Samuel, Leather-dealer, Dudley. Sept. 9 and 30, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Bousfield, 14A Philpot-la., Eastcheap; or Bourne, Wainwright, & Bourne, Dudley. *Pet.* Aug. 11.

ELDRIDGE, Thomas, Coachmaker, 27 Upper North-pl, Gray's-inn-rd., and 21 Brownlow-mews, Guildford-st. Sept. 8, at 12.30, and Oct. 6, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Ward, 35 Burton-cresct. *Pet.* Aug. 22.

HAMMETT, Nathaniel Radmore, Grocer, Cardiff, Glamorganshire. Sept. 7 and Oct. 6, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Leman & Humphrys, Bristol. *Pet.* Aug. 14.

LAWRENCE, Peter, Fruit-dealer, 12 Eastcheap, and Windsor-pl., Old Kent-rd. Sept. 5, at 11, and Oct. 3, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Hill & Mathews, 1 Bury-ct., St. Mary-axe. *Pet.* Aug. 14.

LONGTON, John, Shipbroker, Liverpool. Sept. 10 and Oct. 2, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Morris & Son, North John-st., Liverpool. *Pet* Aug. 21.

PEACOCK, John, Starch and British Gum Manufacturer, Manchester. Sept. 4 and Oct. 1, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Fountain-st., Manchester. *Pet.* Aug. 21.

PETTER, Edward, & William Arundel Oatey, Ironfounders, Barnstaple, Devon. Sept. 1 and Oct. 8, at 11; Queen-st., Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Turner, Castle-st., Exeter. *Pet* Aug. 21.

PHILLIPS, James, Draper, Audlem, Cheshire. Sept. 9 and Oct. 5, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Paterson, Liverpool. *Pet.* Aug. 21.

SKINNER, George Holt, Corn and General Merchant, 69 Queen-st., Cheapside. Sept. 5, at 11, and Oct. 3, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Pocock & Poole, 58 Bartholomew-close. *Pet.* Aug. 22.

STEWARD, William, Clothier, Church-st., Darlaston, Staffordshire. Sept. 14 and 30, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* E. & H. Wright, Birmingham. *Pet.* Aug. 24.

STOKES, John, Cornchandler, 169 St. George-st, St. George's-in-the-East, Middlesex. Sept. 5 and Oct. 7, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Goddard, 101 Wood-st., Cheapside. *Pet* Aug. 22.

SWAN, John, Merchant, 150 Leadenhall-st. Sept. 3, at 1.30, and Oct. 7, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Marten, Thomas, & Hollams, 31 Commercial Sale Rooms, Mincing-la. *Pet.* Aug. 22.

FRIDAY, *Aug.* 28, 1857.

BANCKS, Christopher, Ship Chandler, Liverpool. Sept 9, and Oct. 6, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cuzenove. *Sol.* Etty, 33 Lord-st., Liverpool *Pet.* Aug. 25.

BENNETT, Thomas, Miller, Derby. Sept. 15 and 29, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Lees, Nottingham. *Pet.* Aug. 25.

BROOKS, Thomas, Mop Manufacturer, High-st., Witney, Oxfordshire. Sep. 5, at 12, and Oct. 8, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* N. Ravenor, 5 Raymond's-bldgs., Gray's-inn. *Pet.* Aug. 18.

CARR, John Charles, Nailmaker, Belper, Derbyshire. Sept. 8, and Oct. 6, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol* Haywood, Derby. *Pet.* Aug. 26.

GOTCH, John Davis, & Thomas Henry Gotch (the surviving partners of John Cooper Gotch, deceased), Bankers, Tanners, &c., Kettering and Rowell, otherwise Rothwell, Northamptonshire, and Long-acre, Middlesex. Sept. 10, at 11, and Oct. 7, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers; or Lamb, Kettering. *Pet.* Aug. 26.

HART, William, Wine and Spirit Merchant, 62 Charlotte-ter., Great Charlotte-st., Blackfriars-rd. Sept. 8, at 2, and Oct. 6, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Moon, 6 Bank-chambers, Lothbury. *Pet.* Aug. 24.

HOLE, Joshua Horner, Broker, Birkenhead, Cheshire. Sept. 10 and Oct. 1, at 12; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Massey, Chester. *Pet.* Aug. 19.

LEWIS, Frederick, Surgeon, 8 Surrey-pl., Kennington-pk. Sept. 10, at 11, and Oct. 9, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Lever, 1 Frederick's-pl., Old Jewry. *Pet.* Aug. 27.

PIZZIE, Caleb, Carpet and Matting Manufacturer, Bridge-st. and Castle-st., Saffron Walden, Essex, and Windsor-ter., City-rd., Middlesex. Sept. 5, at 11.30, and Oct. 8, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Roscoe, 14 King-st., Finsbury-sq. *Pet.* Aug 25.

RICKARDS, Frederick, Carrier, Farnborough, Hants. Sept. 14 and Oct. 14, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Bell, Cowdell, & Boyce, 21 Abchurch-la. *Pet.* Aug. 19.

WALKER, Charles, & Frederick James Walker, Drapers, 3 Commercial-rd. East. Sept. 9, at 2, and Oct. 13, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Tucker, 25 Clement's-la., Lombard-st. *Pet.* Aug. 27.

WHITE, Charles Henry, Chinaman, Southampton. Sept. 5, at 12, and and Oct. 8, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Reece, Wilkins, & Blyth, 10 St. Swithin's-la.; or W. Francis, Birmingham. *Pet.* Aug. 13.

BANKRUPTCIES ANNULLED.

Tuesday, *Aug.* 25, 1857.

Buggins, John Joseph, Silver Plater and Pearl Cutter, Birmingham. Aug. 17.

Crofts, Joseph, Builder, Walsall, Staffordshire. Aug. 10.

Knowsley, Charles, Draper, 179 Fore-st., Exeter. July 31.

MEETINGS.

Tuesday, *Aug.* 25, 1857.

Crospield, Aaron, Coal-miner, Ty Mawr, Lanwonne, Glamorganshire, and Newport, Monmouthshire, Common Brewer. Oct. 1, at 11; Bristol. *Com.* Hill. *Final Div.*

Faulkner, Charles, Haberdasher, Birmingham. Oct. 1, at 11.30; Birmingham. *Com.* Balguy. *Div.*

Hackett, Sampson, Draper, Cradley-heath, Staffordshire. Sept. 25, at 11.30; Birmingham. *Com.* Balguy. *Div.*

Jones, George William, Milliner, 101 Oxford-st. Sept. 17, at 11; Basinghall-st. *Com.* Evans. *Div.*

Mundy, Henry, Ironmonger, Gloucester. Sept. 17, at 11; Bristol. *Com.* Hill. *Div.*

Peart, James, Bookseller, Bull-st., Birmingham. Sept. 30, at 10; Birmingham. *Com.* Balguy. *Div.*

Smith, Tilden, James Hilder, George Scrivens, & Francis Smith, Bankers, Hastings. Sept. 5, at 11.30; Basinghall-st. *Com.* Fane. To appoint an inspector of the sep. est. of F. Smith, and *Prf. Debts.*

Stephens, William, Cattle and Sheep Salesman, Gloucester. Sept. 17, at 11; Bristol. *Com.* Hill. *Div.*

Friday, *Aug.* 28, 1857.

Flood, Christopher Samuel, & Harry Buckland Lott, Bankers, Honiton, Devon. Sept. 17, at 11; Exeter. *Com.* Bere. *Aud. Acc. and Prf. Debts;* and Sept. 24, at 11, *Div.*

Gundry, Samuel, & Walter Eustace Gundry, Bankers, Bridport, Dorset. Sept. 17, at 11; Exeter. *Com.* Bere. *Aud. Acc. and Prf. Debts;* and Sept. 24, at 11, *Div.*

Hadfield, William, late of Constantinople, afterwards of Old Hall, Old Hall-st., Liverpool, now of Cockspur-st., Middlesex (William Hadfield & Co.), Commission Agents. Sept. 8, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from July 7) *Last Ex.*

Rodger, Thomas, Grocer, Attercliffe-cum-Darnall, Yorkshire. Sept. 19, at 10; Council-hall, Sheffield. *Com.* West. *Div.*

Smith, Matthew, Steel Manufacturer, Sheffield. Sept. 19, at 10; Council-hall, Sheffield. *Com.* West. *Last Ex.* (heretofore adjourned *sine die.*)

Whieldon, George, jun., Brickmaker, Wyke-house, Wincanton, Dorset. Sept. 9, at 1; Basinghall-st. *Com.* Fonblanque. (*By adj.* from July 15) *Last Ex.*

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Tuesday, *Aug.* 25, 1857.

Neave, Richard Winter, Miller, Market Rasen, Lincolnshire, and of Sheffield. Sept. 16, at 12; Town-hall, Kingston-upon-Hull.

Simpson, Henry, Butcher, Ipswich. Sept. 15, at 1.30; Basinghall-st.

Waterhouse, Edwin, Carpet Manufacturer, Dewsbury, Yorkshire. Sept. 15, at 12; Commercial-bldgs., Leeds.

Friday, *Aug.* 28, 1857.

Mercer, Charles Cullen, Builder, Margate. Sept. 19, at 12; Basinghall-st.

To be delivered, *unless* Appeal *be duly entered.*

Friday, *Aug.* 28, 1857.

Cameron, William Ogilvie, Export Oilman, 9 Camomile-st. Aug. 21, second class.

Gifford, Samuel, Sail Cloth Merchant, 72 Mark-la. Aug. 21; second class.

Taylor, Robert, Sunderland. Aug. 24, third class, subject to suspension till April 1, 1858.

Wearing, James, Joiner and Builder, Ulverston, Lancashire. Aug. 21, third class.

DIVIDENDS.

Friday, *Aug.* 28, 1857.

Taylor, Robert, Draper, Sunderland. Second, 4*s.* 2*d.* (in addition to 3*s.* 6*d.* previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday after Oct. 3, 10 to 3.

Assignments for Benefit of Creditors.

Tuesday, *Aug.* 25, 1857.

Bennett, Alfred, Mercer and Draper, Chesterfield, Derbyshire, and Keighley, Yorkshire. Aug. 12. *Trustees*, W. E. Dutton & R. Parker, Mercers, Chesterfield. *Sol.* Cutts, Chesterfield.

Croft, George, Builder, Hove, near Brighton. June 26. *Trustees*, G. H. Pain, Ironmonger, Brighton; F. Tooth, Timber Merchant, Brighton. *Sols.* A. & W. Bristow, Greenwich, Kent.

Davies, Evan, Linendraper, Swansea, Glamorganshire. Aug. 17. *Trustees*, G. Young, Banker, Swansea; W. John, Wholesale Warehouseman, Bristol. *Sol.* Lewis, Narberth, Pembrokeshire.

Hunter, George, Publican, Bishopwearmouth, Durham. July 28. *Trustee*, C. Vaux, Brewer, Bishopwearmouth. *Sols.* Ranson & Son, Sunderland.

Sawden, William, Builder, Filey, Yorkshire. Aug. 8. *Trustees*, T. Craven, Plumber, Scarborough; C. Temple, Lodging-house-keeper, Filey. *Sol.* Anderson, 30 Stonegate, York.

Thomas, John, Tinman, Bruton, Somerset. Aug. 20. *Trustee*, E. Thomas, Boot and Shoe Maker, Bruton. Creditors to accede within one calendar month from Aug. 20. *Sol.* Jillard, Wincanton.

Treble, James, Draper, Deansgate, Manchester. July 29. *Trustees*, J. Greenhough, Merchant; W. Staley, Merchant; both of Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

Friday, *Aug.* 28, 1857.

Moorhouse, James, jun., Cotton Spinner, Robin Road Mill, Summerseat, near Bury, Lancashire. July 29. *Trustee*, S. Taylor, Cotton Waste Dealer, Manchester. *Sol.* Sutton, 16 Marsden-st., Manchester.

Mott, William, Draper, Broad-st., Ratcliffe Highway. June 26. *Trustees*, S. Morley, Warehouseman, Wood-st.; H. Brett, Woollen Warehouseman, Wood-st. *Sol.* Davidson [& Bradbury, Weavers' Hall, 22 Basinghall-st.

Musson, Benjamin, Grocer, Gainsborough, Lincolnshire. Aug. 17. *Trustees*, E. Lansdall, Gent., Gainsborough; J. Rimmington, Tea Dealer, Kingston-upon-Hull. *Sol.* Jackson, Kingston-upon-Hull.

Pearson, William, Draper, Nottingham. Aug. 10. *Trustees*, J. Liret, Friday-st., W. White, jun., Cheapside, Warehousemen. *Sol.* Sole, 66 Aldermanbury.

Puttick, Robert, Grocer, Shoreham, Sussex. Aug. 11. *Trustee*, J. Lynn, Grocer, Brighton. *Sol.* Kennett, 22 Ship-st., Brighton.

Reed, John, Blacksmith, Winlaton, Durham. Aug. 5. *Trustees*, R. Catcheside, Grocer, Newcastle-upon-Tyne; T. Catcheside, Grocer, Newcastle-upon-Tyne. *Sol.* Hoyle, 30 Grey-st., Newcastle-upon-Tyne. Creditors to execute within three months from Aug. 25.

Roberts, John, Shoemaker, Tredegar, Monmouthshire. July 30. *Trustee*, S. Hudd, Leather Merchant, Bristol. *Sols.* Salmon & Dickinson, Bristol.

Settle, Thomas, Shopkeeper, Salford, Lancashire. Aug. 5. *Trustees*, F. Moss, Miller, Manchester; W. Wilson, Brewer, Salford. *Sols* Hall & Janion, 6 Essex-st., Manchester.

Toop, Elizabeth, Cabinetmaker, Bath. Aug. 1. *Trustee*, J. E. Germaine, Timber Merchant, Bristol. *Sol.* Wilton, 46 Milsom-st., Bath.

Townshend, Thomas Richard, Licensed Victualler, Devonport. Aug. 10. *Trustees*, W. Smith, Butcher, Devonport; N. Barker, Forage Dealer, Plymouth; P. C. Clarke, Banker, Devonport. *Sol.* Matthews, Plymouth.

Waters, Henry John, Grocer, Hounslow, and Park-rd., Peckham. July 29. *Trustees*, J. Lunham, Provision Merchant, High-st., Southwark; T. Innocent, Wholesale Grocer, Bedford-st., Covent-garden. Indentures lie at office of Mr. William Brown, Accountant, 67 London-rd., Southwark.

Waters, Josee Selby, Chemist and Druggist, Kidwelly, Carmarthenshire. Aug. 6. *Trustee*, R. W. Richards, Merchant, Carmarthen. *Sol* Parry, Carmarthen. Creditors to execute on or before Nov. 6.

White, Nathaniel, Cordwainer, Warminster, Wilts. Aug. 10. *Trustee*, C. Bryant, Leather Merchant, Bristol. *Sol.* Dix, 1 Exchange-bldgs., Bristol.

Creditors under Estates in Chancery.

Tuesday, *Aug.* 25, 1857.

Bernard, Richard (who died in June, 1846), Warehouse-keeper, 21 Daulby-st., Liverpool; and Canning-pl., Liverpool (Bernard & Ledson). Creditors to come in and prove their debts or claims on or before Sept. 21, at office of Registrar for the Liverpool District, 1 North John-st., Liverpool.

Friday, *Aug.* 28, 1857.

Clegg, Abraham (who died on Dec. 8, 1819, at Frodsham, Cheshire), Gent.—Creditors to send in particulars of their claims to Mr. Michael Pope, Solicitor, 26 Bedford-row, on or before Sept. 28.

Collett, Henry Parker (who died in March, 1855), Esq., Yateley Hall, Southampton. Creditors to come in and prove their debts on or before Nov. 7, at Master of the Rolls' Chambers.

Scotch Sequestrations.

Tuesday, *Aug.* 25, 1857.

Dunbar, Colin, Innkeeper and Merchant, Janetstown or Lathcronwheel, Latheron, Caithness. Aug. 28, at 1, Leith's Caledonian Hotel, Wick. *Seq.* Aug. 13.

Liston, Andrew, Grocer, Newhaven. Sept. 4, at 3, New Ship Hotel, Shore, Leith. *Seq.* Aug. 21.

Murray, William (William Murray & Co.), Warehouseman, Aberdeen. Aug. 31, at 12, Lemon-tree Tavern, Aberdeen. *Seq.* Aug. 19.

Patison, William, & John Forrester, Drapers, 13 St. Andrew-sq., Edinburgh. Aug. 31, at 2, Dowells and Lyon's Rooms, 18 George-st., Edinburgh. *Seq.* Aug. 18.

Sleigh, Burrowes Willcocks Arthur, Merchant, lately of 39 West Campbell-st., Glasgow, and now of 17 Melville-st., Edinburgh. Sept. 4, at 1, Stevenson's Sale-rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* Aug. 21.

Friday, *Aug.* 28, 1857.

M'Aulay, John (John M'Aulay & Co.), Chemist and Metal Refiner, Glasgow. Sept. 3, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Aug. 22.

Smith, John, Manufacturer, Hilton by Kettle. Sept. 8, at 1, Tontine Hotel, Cupar-Fife. *Seq.* Aug. 26.

Stewart, James, Confectioner, Hanover-st., Edinburgh. Sept. 3, at 2, Dowells & Lyon's Rooms, George-st., Edinburgh. *Seq.* Aug. 24.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 5, 1857.

THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The Annual Provincial Meeting of this Association will be held at Manchester on the 7th and 8th of next month, and it may be hoped that the importance of the meeting itself, combined with the attractions of the Manchester Exhibition, will draw thither a full attendance of the profession both from town and country. We published in our number of the 22nd ult. a list of subjects suggested for discussion at the meeting, and this list deserves, we think, to be recalled to our readers' notice.

It is to be observed that this list is intended to be merely suggestive, and by no means to restrict members in their choice of subjects. The reading of well-considered papers, and the discussion thus originated, would give interest and vitality to the proceedings, and would, in many respects, be fruitful of good afterwards. This is, indeed, a subject in which we are peculiarly concerned. It is most desirable that the columns of this Journal should, to a considerable extent, be filled by the contributions of practising solicitors. Unfortunately, however, those members of the profession who are most able to instruct and interest their brethren are absorbed in engagements which occupy all their time and energy. Many men, too, who could command both valuable ideas and time to put them before our readers are withheld from doing so by the notion that the task proposed to them is heavier, and the necessary effort greater and more elaborate than it really is. The maxim, that if a thing is worth doing it is worth doing well, is indisputably sound, and it has been held and practised by men whose example will always be held in the highest honour. But, nevertheless, it is quite possible to push this optimism too far. It should be remembered by every man, that, if a thing is worth doing, and he can do it, society may suffer by his delay. The claim upon him to use his talent for the public good is at least as strong as upon anybody else. The example, once set, would have many followers; but, if every man hangs back, waiting for some one else to take the lead, there is considerable danger that the advance will not be made at all.

We apprehend that, in writing for many readers, as in speaking to a numerous audience, it is the first experiment that is felt to be the grand difficulty. A man who has been induced, in anticipation of such an ordeal, to make himself thoroughly master of his subject, will not improbably discover that he knows a good deal more about it than those whom he has prepared himself to address, and that it is in his power, on more than a single occasion, to command the attention of persons to whom the subject of his special study is not familiar. It will often happen, too, that the experience gained in the course of business by one solicitor will enable him to supply very valuable and interesting information to many of his brethren whose practice lies in different localities, and who are conversant with quite another class of subjects. If people could only be induced to think that writing for a newspaper is, after all, no such very formidable affair, we are convinced that the columns of this Journal would receive many welcome contributions. Any man who really has something to say, and will say it plainly and compendiously, is pretty sure to find a good many persons who will be glad to listen to him. We believe that it is not the least of the many advantages of the Association that it induces members, in anticipation of the annual meetings, to investigate and prepare for the discussion of matters of the highest professional importance, and thus gives a direction to their thoughts which is likely to survive the occasion on which it was first received.

It must, however, be admitted, that rare experience and discernment often remain an unimproved treasure in the mind for want of the early intellectual training which would have fitted the possessor of them to bring his convictions forcibly and clearly before his fellow-men. And this consideration suggests to us the importance to the solicitor, as to every other highly-trusted servant of society, of the best and most complete preliminary education that can be combined with the exigencies of his purely professional course of study. We believe that no one at all acquainted with English life will dispute that the influence of solicitors who combine legal skill and knowledge with liberal attainments is very great both among their brethren and in the world at large. The late Mr. Lavie may be referred to as an eminent example of what is gained by the union of the best academic and the best professional education. It should be the study of all who have at heart the social elevation of the solicitor, to provide that, in the next generation, the number of such examples may be largely multiplied. The importance of this subject has naturally given it a prominent place at former meetings of the Association. Last year, at Liverpool, the topic was introduced immediately after the chairman's opening address; and the year before, at Birmingham, a paper was devoted to it. We have no doubt that it will again receive a large share of attention at the meeting to be held next month. Whoever feels that he has any complaint to urge against the Legislature, or against society—whoever thinks that the fair claims of solicitors to public employment are disregarded, or that they do not enjoy all the influence and estimation which is their due—let every such person feel assured that the true and certain remedy for all these grievances is in the hands of the solicitors themselves. Give to the young who are now preparing to enter upon the profession the best preliminary education that can be procured, and they will surely make their own way upward in the social scale.

In the week after the gathering at Manchester, the National Association for the Promotion of Social Science is to hold its first annual meeting at Birmingham, under the presidency of Lord Brougham. One department of the meeting will be devoted to Jurisprudence and the Amendment of the Law, and we believe that the reform of the existing bankruptcy procedure will form a prominent subject of discussion. It may be expected that the various schemes of registration, and of improved transfer of land, will also engage attention. The importance of these subjects will not fail to be appreciated at Manchester; and the discussions held and the conclusions arrived at there may be profitably communicated to the meeting which is to follow at Birming-

ham. There is much, too, in the legislation of the session now just terminated to give unusual interest to the first extensive gathering of the profession after it. The business of the Probate and Divorce Courts is thrown open to all solicitors, and thus an object long contended for by the Association has been at last attained. Herein is matter for congratulation, and for encouragement to further efforts in time to come.

And, besides all the strictly professional claims of the Association upon its members—claims which would be equally strong, and, we hope, quite as readily admitted in any year, and whatever place were selected for the meeting—it must not be forgotten that the Association meets this year at Manchester, and that the Art Treasures Exhibition in that city will still be open, and will, in itself, amply repay the visit. Every truly liberal mind is open to the influences of art; and the same man who desires to raise the character of his profession will be anxious to elevate and purify his own intellect by studying the works of genius. We trust that these considerations will not be lost upon our readers—that the gathering at Manchester will be numerous and cordial—and that much will be done there to promote that thorough union of the profession, both in town and country, which the Association was intended to secure.

LORD BROUGHAM'S BANKRUPTCY BILL.

The Bill to amend the laws relating to Bankruptcy, which Lord Brougham presented to Parliament at the close of the session, was probably intended by his Lordship—as was his Bill relating to the Transfer of Real Property—to be merely experimental. It embodies, no doubt, many of the suggestions which were received with something like unanimity at the recent Mercantile Law Conference; but it cannot be considered anything else than an attempt to deal with some of the most obvious defects in the administration of our present Bankruptcy Law, while it hardly touches the more important and embarrassing questions relating to the conflicting, concurrent, and anomalous jurisdictions which exist for the purpose of administering the estates of bankrupts and insolvent debtors. The main object of the new Bill—viz. to diminish the enormous expenses now incidental to proceedings in bankruptcy—is, however, of so great moment to the mercantile community, that probably his Lordship is wise in confining his efforts for the present to its achievement.

As the law now stands, persons who resort to the Court of Bankruptcy to enforce the payment of their debts, are themselves first compelled to pay, not only the salaries of all the existing judicial and other officers of the Court, but also a heavy annual sum for compensations and pensions to a crowd of former officials, whose functions have been abolished by the Legislature. It is peculiarly hard that this should be so, considering that all these expenses fall exclusively upon those who are of necessity already sufferers, and that the same rule as to the payment of judicial salaries does not apply in other branches of our jurisprudence. It is notorious to all men in trade that scarcely a tithe of the mercantile failures, which should properly form the subject of judicial investigation, come before the Commissioners in Bankruptcy, mainly because of the great risk of loss, where the estate is small, to the creditors who move in the matter, and of the overwhelming costs that must be incurred in any case. From the statistical table furnished to the Mercantile Law Conference by Mr. Commissioner Ayrton, we learn that the average number of bankruptcies during three years in the Leeds Court was only 40¼, and that, out of an average gross sum collected of 748*l.* 19*s.* 9*d.*, the average amount divided was only 366*l.* 14*s.* 8*d.*; so that the ordinary cost of administering a bankrupt estate in the Leeds district, under the existing system, is, in round numbers, fifty per cent. Indeed, it appears that in other districts the results obtained from parliamentary returns are still more monstrous. Out of 2,234 bankruptcies in England, between the years 1849 and 1851, there were 1,270 in which no dividend was paid; and, according to the statement of Mr. Sampson Lloyd, of Birmingham—an authority on the subject—the average expenses amounted to sixty-seven and a fraction per cent., of which the official assignees' charges were nearly nine per cent. We have the authority of Mr. Ayrton for stating, that, in working a bankruptcy with the smallest possible amount of assets—that is, with only £150—at least £100 is swallowed up in expenses.

In order to put an end to this disastrous state of things, Lord Brougham proposes to charge all compensations and annuities now payable under the provisions of former Acts relating to bankrupts upon the Consolidated Fund; to abolish the offices of accountant and broker; to fix the salary of official assignees at a maximum of £1,500 per annum; and to save estates the fees now payable to the court messengers where the judge considers their employment unnecessary. We fear that, however reasonable the first-mentioned proposition may be, or however it may be supported by precedent, in the present temper of the country as to financial matters, there is not much probability of its being carried, especially as the opposite principle has been adopted in the recent Probate and Divorce Acts, under which the suitors will have to bear the burden of compensating for abolished offices. The clause relating to the accountants of the court will probably not meet with much opposition when the Bill comes before Parliament. There is no reason why the creditors, who are the persons mainly interested, should not be allowed to appoint their own accountant. At present, when an estate gets into the Bankrupt Court, almost the only persons who have no control over it are the creditors. One would suppose, that, of all others, they would be at liberty to interfere in the administration of the assets; but the fact notoriously is otherwise. No doubt they are nominally represented by the trade assignee, but it is well known, that, to all intents and purposes of good, he is powerless. Perhaps it was the intention of the Legislature that he should be so, seeing that he is the only functionary connected with the administration of the estate who gets nothing out of it. The appointment of an official accountant is certainly an arbitrary and useless encroachment on the rights of creditors; and, in some cases, it has been found very inconvenient. But the present position of the official assignee, and of the messenger, is a much more serious grievance. Official assignees are paid a per-centage on the amount of assets realised, and also on the dividends paid. In adopting this plan of remuneration the intention of the Legislature was to induce official assignees to exert themselves in the administration of bankrupt estates, and generally to proportion the pay to the work done. Everybody knows that neither of these desirable objects has been attained. Where the bulk of a bankrupt's assets consists of small debts, there is no inducement to the official assignee to trouble himself much about their collection; while, in other cases, his emoluments are extravagantly high. Mr. Ayrton mentions a case in which the official assignee of a banker's estate, with a minimum of trouble, received within the first twelve months £5,000 for his remuneration. Where a bankrupt's property consists mainly of stock-in-trade, the trade assignee, without any compensation for his trouble and loss of time, has the task of converting the stock into money; and, for the mere labour of putting the cash into his pocket, when realised, the official assignee is entitled to charge 2½ per cent., with a further sum of 2 per cent. upon so much of it as finds its way into the pockets of the creditors. Nobody can approve of the system in which such absurdities are of every-day occurrence. It is high time to adopt some other, and Lord Brougham's

proposal is to remunerate the official assignee partly by fees and partly by a fixed salary, but so that the entire amount of income should not exceed £1,500 a year. Such a plan does not appear to be open to any serious objection, and it would put an end to a heavy tax which the creditors of large estates now pay without receiving any adequate return.

The case of the messenger is still more unreasonable. Though the bankrupt's estate is vested in the official assignee, another officer, called the messenger, is appointed for the purpose of entering into possession, which is generally an expensive piece of business. According to the good old system, before railways revolutionised our notions of locomotion and its expense, Mr. Messenger is allowed 7*d.* a mile and 30*s.* a day for himself, and 5*d.* a mile and 17*s.* 6*d.* a day for a gentleman to accompany him, when he travels on the business of his office. In some instances, the income of this officer, for the discharge of whose duties no very great amount of intelligence or education is necessary, has nearly equalled that of the judge to whose court he was attached. The Manchester Association for the Protection of Trade has published an account of one case in which the sum divided amongst the creditors was 471*l.* 7*s.* 11*d.*, while the messenger's fees amounted to no less than 41*l.* 8*s.* 8*d.* We need not, then, be surprised, that, as we are informed by a recent parliamentary paper, one of the London bankruptcy messengers returned his his income at £1636 for the year ending 1st June, 1857. Whatever might have been the use of this official under the old bankruptcy laws, when the Commissioners sat only at long intervals, and, therefore, had but little control over the creditors' assignees, he is worse than useless now that the judges sit frequently, and have under them experienced official assignees, who are responsible for their acts. Lord Brougham, however, with a due regard for vested interests, and, no doubt, desiring to avoid opposition as much as possible, does not propose the abolition of the office; but only that "no messenger shall be employed in any bankruptcy proceedings without a written order from the Commissioner by whom the adjudication was made." Assuming that it would be impossible at present to procure the entire abolition of the office of messenger, we entirely concur in this proposal..

Another useful clause in the Bill before us is one to give more general effect to the "arrangement clauses" contained in the Consolidation Act of 1849. For the purpose of meeting difficulties which have arisen from certain judicial decisions upon the construction of those clauses, it is proposed, that, in cases of arrangement by deed, which, under the former Act, would be valid but for an omission in the deed to provide for the distribution of the whole of the trader's estate among the creditors, such omission shall not make the arrangement invalid. A much more debateable clause is that which relates to the distribution of the estates of deceased debtors. Lord Brougham desires that the creditors of a deceased debtor might be enabled to obtain against his estate an adjudication of bankruptcy, and that, for such purpose, the Court should have power to summon before it the "debtor's successor," and, in certain cases, to issue a warrant to secure the property of the deceased debtor. We doubt whether any useful purpose could now be served by such an enactment. Its first and main effect would be to introduce a new concurrent, if not conflicting, jurisdiction—and for what object? What better machinery for winding up a deceased debtor's estate does the Court of Bankruptcy possess than now exists in the Court of Chancery? The truth is, it possesses none half so good or so cheap; nor would it, even if Lord Brougham succeeded in carrying his Bill through Parliament intact. The average length of time employed in bringing a bankruptcy to a close is said to be about 8½ years. We have seen what the cost is. Whoever is conversant with the recent practice of the Equity Courts knows very well, that, with all the odium attached to Chancery proceedings, a creditors' suit in Lincoln's-inn would be infinitely preferable, on the score not only of delay, but also of expense. We are, therefore, disposed to regard this feature of the Bill as a move in the wrong direction.

Other considerations of a practical character have been entirely overlooked. There is at present no effectual audit of the official assignee's accounts. It has been suggested that a proper check might be found in the audit of the trade assignee, instead of the nominal responsibility for the discharge of that duty which now attaches to the registrar of the court; but no provision of the kind is proposed. Neither is any attempt made to put an end to the unseemly contest which has been going on for some time between the Commissioners and the Lords Justices on the subject of bankrupts' certificates. It was proposed by Mr. Wells, of Hull, at the Mercantile Law Conference, that a certain majority of the creditors should have a voice in a matter which deeply interests them, and on which they are likely to be well informed; and this hint well deserves attention.

There are other and deeper questions, relating to the whole subject, which it is to be hoped will receive attention during the recess. There is a general opinion amongst mercantile people in favour of abolishing the legal distinction between persons who are traders and those who are not. Is the distinction founded upon any sound principle; and, assuming that it is, why should not both classes of cases be dealt with by one tribunal? Why should bankruptcy be possible without imprisonment, and insolvency not? Why are Courts of Bankruptcy unable to inflict any other punishment upon a fraudulent bankrupt than what indirectly results from a refusal or suspension of his certificate? And why, in case of refusal, is the bankrupt sent to the Insolvent Debtors' Court for protection to his person, while his estate remains in the hands of the Court of Bankruptcy? And, lastly, why should not the Court of Bankruptcy have jurisdiction in every assignment for the benefit of creditors, without its being necessary to resort to the Court of Chancery to coerce neglectful or unfaithful trustees to discharge their duty to the creditors? The Lord Chancellor has promised to be prepared with a measure next session. We trust that he will not be afraid of grappling with the subject in all its bearings—a task, we admit, of no trifling difficulty.

Legal News.

HOUSE OF LORDS.—*Aug.* 28.

Hooper v. *Lane.*

The last judicial act of the House of Lords in the late session was to deliver judgment in this dubious and much litigated case. The following report of it is given in the *Daily News*:—

This was a writ of error from the Court of Exchequer Chamber. The matter arose in an action on the case against the plaintiffs in error, who were sheriffs of Middlesex, for breach of duty in not arresting one Anthony Bacon, against whom the defendants in error (the plaintiffs below) had lodged a *capias ad satisfaciendum*. The declaration alleged that the writ of the plaintiffs below—for debt, damages, and costs—was delivered to the defendants below as sheriffs, and that Bacon, for a certain time afterwards, was within their bailiwick, and that they might have arrested him, but failed to do so; and that the sheriffs afterwards wrongfully, unjustly, and illegally took and imprisoned Bacon under the false and illegal pretence of another writ, from which custody he was discharged by order of a judge, whereby he escaped from their bailiwick, and the plaintiffs below lost their debt and costs. The action was first tried before Lord *Denman*, May 12, 1845, when a verdict was found for the plaintiffs below on all the issues of fact. The facts which appeared in evidence were, that the plaintiffs below delivered their writ of *ca. sa.* for 323*l.* 3*s.* 4*d.* debt, and 3*l.* 10*s.* damages and costs, against Anthony Bacon, to the then sheriff of Middlesex, on May

20, 1842, and this was delivered over by their predecessors to the defendants below on their coming into office at the end of that year. That a warrant was issued by their predecessors on this writ, but not by the defendants until after Bacon was in custody, as hereinafter mentioned. That on August 1, 1843, a piece of parchment, purporting to be a *capias ad respondendum* against Bacon, at the suit of one Juan Aramburn, out of the Court of Exchequer of Pleas, which had never been signed by the proper officer of that court, and was therefore void as a writ, and a perfect nullity, and for which there was neither any writ of summons or judge's order, nor was there any *præcipe* in the office was delivered to the defendants, and information was given to them as to where he was to be found. They thereupon issued their warrant on that piece of parchment to their officer, Swayne, who immediately went and arrested him. A summons was then taken out by Bacon for his discharge from this arrest, which the defendants below did not attend, and he was directed by Mr. Justice *Coltman* to be discharged; and a warrant having in the interval been issued by the defendants below, under the plaintiffs' writ, under which the sheriff alone detained him, another summons was then taken out by Bacon for his discharge at the suit of the plaintiffs, of which no notice was ever given to them, nor were they called on to attend; and on an objection being raised by the defendants below, who attended that summons, that the plaintiffs ought to have been summoned, Mr. Justice *Coltman* said there was no necessity for this, as it was the wrongful act of the sheriff which was complained of, and ordered his discharge. Evidence was given, that, had he been properly arrested under the writ of the plaintiffs, Bacon could and would have paid the debt, damages, and costs; and that, immediately after his discharge, he left this country, and they had lost their debt and costs.

Lord *Denman* directed the jury that there had been no valid arrest of Bacon, that the order of the judge was no justification to the sheriff, and that he was liable for negligence. To this direction a bill of exceptions was tendered by the defendants, on the ground that the jury ought to have been directed that there had been no arrest, or that the order of the judge was no justification, and that it should not have been ruled that in point of law the sheriff had been guilty of negligence. The matter came by writ of error before the Court of Exchequer Chamber, in December, 1847, which Court ordered that the verdict should be set aside and a new trial had, on the ground that the question of negligence ought to have been left to the jury. The second trial came on before Lord *Denman*, in May, 1850, and he directed the jury in accordance with the decision of the Court of Exchequer Chamber. The verdict was again found for the plaintiffs. Another bill of exceptions was tendered, which was heard before the Court of Exchequer Chamber, which Court gave judgment for the defendants in error (the plaintiffs below), thus deciding the illegality of the conduct of the sheriff. The matter was then brought by writ of error to this House. The case was argued last session before their Lordships, assisted by the common law judges, who took time to consider their opinions, which were delivered some weeks since in the present session, when, although there was a difference of opinion among them, the majority agreed with the judgment of the Exchequer Chamber.

The LORD CHANCELLOR now delivered judgment, and went at length into the facts and law of the case; stating that the question was, whether a sheriff, arresting a person on a bad and invalid writ, from which arrest the person wrongfully arrested could claim his discharge, was entitled to detain him, so as to put into operation another good or valid writ, which was also in existence. His Lordship, in an elaborate argument, pointed out the grounds on which a sheriff could not in such a case be considered as a mere agent of all the persons for whom he held writs, but was a public functionary bound by the strict law applicable to each case. The question, whether a sheriff could detain a person arrested on an invalid writ for the purpose of availing himself of other good writs, had been decided in several cases in the courts in Westminster Hall, and especially in a case in the Common Pleas, where it was held that a sheriff in such a case could not be permitted to profit by his own wrong. As that had been laid down by all the Courts, it was not the duty of that House to disturb those decisions, unless their Lordships were clearly of opinion that the Courts had laid down bad law. In this instance he was not of that opinion, the law so laid down having been acquiesced in and acted upon for many years. He was of opinion with the Courts below, that, if a sheriff did an illegal act by taking a person into custody on an invalid writ, and by which he would render himself liable to an action for false imprisonment, that he could not avail himself of that wrongful act for the purpose of enabling him to execute other good and valid writs. He should, therefore, move their Lordships to agree with the judgment of the Court of Exchequer Chamber, and that judgment should be given for the defendants in error.

[Referring to the above case, Baron *Bramwell*, in his evidence before the Judicial Business Commission, says: "In particular, there is one case which will be in the knowledge of some of the members of the Commission—a case not in my own court, but a case argued in the House of Lords—namely, *Lane* v. *Hooper*, in which I will undertake to say, that, if I opened one book, I certainly opened, including those that I opened twice, a hundred."]

NORTHERN CIRCUIT.—LIVERPOOL, *Aug.* 27.

(Before Mr. Baron WATSON).

Hatton and Another v. *Royle and Another.*

Mr. *Atherton*, Q.C., and Mr. *Brett* were for the plaintiff; Mr. *Edward James*, Q.C., and Mr. *Rew* for the defendant.

This was an action on an award made against the defendant and his late partner, Robertson. The defence was, that the defendant had never assented to the reference.

The partnership was dissolved in 1850, the partnership affairs being left in the hands of Robertson, who was empowered to receive all debts and pay all liabilities. In exercise of this power Robertson had brought an action against the present plaintiffs for a partnership claim, in the name of the late firm; and this action and all matters in difference between the parties were referred to arbitration by a judge's order, made by consent of the respective attorneys. The arbitrator had awarded in favour of the present plaintiffs, finding the claim to be unfounded, and that the late firm of Robertson & Royle was in the plaintiffs' debt to the amount of about £80. Royle, the defendant in this action, had taken no part in the action or reference, not having interfered with the partnership affairs. The plaintiffs being unable to obtain payment from Robertson, brought the present action against Royle. As the liability of Royle under these circumstances resolved itself into a point of law, the learned Judge suggested that a special case should be stated for the opinion of the Court above; and a verdict was taken for the plaintiffs, subject to this arrangement.

(Before Mr. Baron CHANNELL and a Special Jury.)

The Local Board of Health of Hull v. *The Trinity House of Hull.*

Mr. *Warren*, Q.C., and Mr. *T. P. Thompson* were for the plaintiffs, and Mr. *Hugh Hill*, Q.C., Mr. *Mellish*, and Mr. *Milward* for the defendants.

This was an action brought for the recovery of 467*l.* 5*s.*, contended to be due from the defendants for their share of a private improvement rate made by the local Board of Health in October, 1855. The property in respect of which the defendants were rated consisted of a plot of ground, with a frontage of 222 yards, which, it was contended, "fronted, adjoined, or abutted on a street not being a highway repairable by the inhabitants at large."

After the case had proceeded for several hours the learned Judge directed the jury, in conformity with the ruling of the Court of Exchequer in the analogous case of *The Local Board of Health of Hull* v. *Jones*, which had been tried at the last Liverpool Assizes, and was in respect of the same rate—viz. that the plaintiffs could not call on the defendants to contribute towards paving, flagging, and channelling of a street which the plaintiffs had themselves made under the Public Health Act and the local Act. The main object of bringing this action was to enable the local Board of Health to contest the propriety of the rule laid down by the Court of Exchequer; and Mr. *Warren*, with that object, tendered a bill of exceptions, the jury returning a verdict, as in the former case, for the defendant.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner FONBLANQUE.)

In re Kemp & Clay.

The bankrupts were bill-brokers of Nicholas-lane. This was their certificate meeting.

The balance-sheet commences in May, 1852, and ends in May, 1857. The bankrupts appear to have commenced with a capital of £1,676, and they owe to creditors £6,494, the liabilities being £28,192, some of which have run off since the bankruptcy. The net profits during the five years are set down

at £14,479, while the expenses were £1,959. The doubtful debtors amount to £5,948. The only assets in hand are £220 in cash and the same amount in bills.—Mr. *Lawrance*, who represented the assignees, did not offer any opposition, and stated that the principal creditors were satisfied with the conduct of the bankrupts both before and after their bankruptcy.

Mr. Hermann, a creditor for £65, opposed, and stated that the bankrupts had been guilty of irregularities in the course of their business, they being in the habit of receiving bills for discount under "approval," passing them over to their bankers immediately, and then offering part cash and part promissory notes at long dates for the respective amounts. He considered that the bankrupts had been expensive in their habits; and, in fact, about the time they were in difficulties, Mr. Kemp had actually given a *bal masqué*, which had cost upwards of £200.

Mr. *Sleigh* opposed for Mr. Maude, a creditor for £300 and costs of an action for false imprisonment, and asked for a total refusal of certificates. The bankrupts were not novices in this court, for they had both failed. Mr. Kemp was bankrupt in 1849 for £15,000. The estate paid a most miserable dividend, and a third-class certificate was granted after three months' suspension. He (Mr. *Sleigh*) then called the attention of the Court to the position of Mr. Maude, whom the bankrupts had prosecuted upon an indictment for obtaining money from them by means of false pretences. Mr. Maude had been acquitted of the charge, and had subsequently obtained a verdict against the bankrupts for £300 in respect of their malicious prosecution. Mr. Maude had been ruined by the bankrupts, who had resorted to this court immediately upon finding themselves defeated upon the trial of the action. In order to obtain funds to defend the cause, Mr. Kemp had assigned his furniture to Messrs. Miller & Horn, his solicitors, and they had made advances. It now turned out that the furniture was still being used by Mr. Kemp's family at Maidahill, where the *bal masqué* was given. He submitted that the losses (£6,000) and the bad debts must be deducted from the profits before any credit were given to the bankrupts on that ground. That being done, it would be seen that they had not been living upon their profits, but upon their creditors.

The COMMISSIONER inquired whether it would be expedient to try the validity of the bill of sale at common law.

Mr. *Lawrance* said that his clients were quite satisfied that it was executed *bonâ fide*; but that, if the Court thought proper, the assignees' names could be used in an action, provided the undertaking were given to pay costs. He could not allow the joint estate to be burdened with the expenses of proceedings arising out of the separate estate of Kemp.

Mr. *Sleigh* could not consent to anything of the sort.

The COMMISSIONER ordered the question as to the bill of sale to stand over until Tuesday next, in order that Messrs. Miller & Horn might be communicated with.

August 28.

FAILURE OF A MEMBER OF PARLIAMENT.

In re John Townsend.

Mr. George presented a petition against John Townsend, of Greenwich and Charlton, county of Kent, auctioneer and house agent, and one of the members for the borough of Greenwich. The petitioning creditor is Mr. Shepherd, one of the lessees of the Surrey Theatre, for £200 money lent, and the petition was supported by a declaration of insolvency signed by Mr. Townsend, and under those circumstances an adjudication was granted. The liabilities are said to be very heavy.

MR. JUSTICE DAVISON'S DECISION IN THE CUNNINGHAM CASE.

The following is Mr. Justice *Davison's* decision in the case of Mrs. Cunningham, which has attracted so much attention on this, as well as on the other side of the water:—

"The defendant in this case is charged with a violation of the statute against the fraudulent producing of a pretended heir (2d R. S. 861, s. 51). That the facts proven before me show probable cause of a fraudulent exhibition and possession of a child there is no doubt. The accused puts on the appearance of gestation, announces herself with child by Dr. Burdell, claims to be his wife, speaks of its being born to take his property, simulates pregnancy and labour, provides all the paraphernalia of childbirth, and is found in possession of an infant proved conclusively to belong to another, which she exhibits to the very officers of the law as her lawful legitimate child, and as the child of Dr. Burdell, her husband. I do not attach importance to the question whether she was actually with child or not as being in any way connected with the *corpus delicti*; a woman might actually be pregnant and delivered of a still-born child, and simultaneously produce a fictitious one, as the child of parents under the statute, and yet be amenable to its punishment. The sham pregnancy and sham delivery are only valuable as strong evidences of felonious intent, and are not of the essence of the crime. Do these facts come within the statute? I think they make out the crime under the revised statutes contended for by the district attorney, and for these reasons: The crime consists of three parts:—

"I. Fraudulently producing a child.

"II. Falsely pretending it to be born of parents whose child would be entitled to any share of personal estate, or to inherit real estate.

"III. The intent of thereby intercepting the proper distribution or descent of such property.

"1. To 'produce' is defined by Webster, second Subdivision, 'To exhibit to the public;' and he quotes Swift:—'Your parents did not produce you much into the world.' It appears to me, the facts in evidence show a fraudulent exhibiting to the public of a child.

"2. Falsely pretending it to be born of parents whose child would be entitled to share in property. The latter part of the sentence is a mere inuendo or explanation of the legal *status* of the child about which the false pretence is made: whether there was actual marriage or not is not material, as the essence of this part of the crime is 'falsely pretending.' This may be by acts, as well as words, as is the familiar doctrine in the law of false pretences, and, in my opinion, the false pretence is clearly proven by the evidence in this case.

"3 With intent to intercept the proper distribution or descent of such property. This is a pure legal deduction from facts, and, I think, may fairly be inferred from the facts in evidence. In the state of New York, as to the question of bail, all felonies, including murder, are affected by the same considerations. The officer before whom the proceeding is pending—proceeding on the same legal grounds in all cases—the legal question is, the probability of appearance for trial as affected by the nature of the punishment, and the probability of guilt, and of conviction of the crime, if an appearance for trial is made. In this case, the crime is infamous, and punishable to the extent of ten years' imprisonment at hard labour in the state prison; and I find the probabilities of guilt overwhelming from the testimony contained in the depositions before me. Having found that the offence prohibited by the statute has been committed, I can have no legal doubt as to the guilt of the defendant, and, therefore, believe it to be my duty to commit her without bail. In support of this determination, I refer to the recent decision in the case of *The People* v. *Louis Baker and others*, on a motion to admit to bail—*Cowle*, J.—as reported in 10 Howard's Practice Reports, 567, where the power and duty of the court to admit to bail is set forth as follows:—'It seems to be settled by authority that the Court will in all cases, capital or otherwise, exercise its discretionary powers, and admit to bail when, from the testimony under which the accused is held, it is indifferent whether he is innocent or guilty; in other words, when upon an examination of the testimony the presumption of guilt is not strong; and it is particularly called upon to bail in all cases when the presumptions are decidedly in favour of the innocence of the accused;' and again, in p. 571, Justice *Cowle* says, in delivering the opinion of the Court:—'These principles were approved by the Court in the case of *Taylor* (5 Cow. 39), which was a case of homicide before indictment;' and in that case, after approving of the rule laid down by Chief Justice *Spencer* in the case above cited, Mr. Chief Justice *Savage* says:—'If the facts in the case now before the court afford the same presumptions of innocence, and it appears to the court, from the depositions, that it is quite indifferent whether he is guilty, then, in my opinion, he ought to be bailed; otherwise not.' If I have erred in my construction of the law as applicable to this case, or in my judgment as to the guilt and conviction of the defendant, a speedy remedy by review on a writ of certiorari may be had."

The magistrate then made out a full commitment for Mrs. Cunningham.

PROSECUTION UNDER THE JOINT-STOCK COMPANIES ACT.

The National Savings Bank Association of King William-street, City, was summoned before Alderman *Hale*, to answer the complaint of Mr. Shuttleworth Bryant—"For that the said National Savings Bank Association having held an ordinary general meeting on the 16th day of July last, did unlawfully neglect to forward the list of names and summary of the capital and shares of the said association to the registrar within the

time limited by the Joint-Stock Companies Act, by which the said company had incurred a penalty of £5 for every day such default continued. Mr. *Warrand* stated that his client had obtained a verdict against the Company for £200 in an action recently tried in one of the superior courts. The Company had given notice that they should move for a new trial, and an application was pending in the mean time that the Company should give security for the payment of the amount. His client thought it would be prudent to ascertain what prospect there was of its being ultimately paid by inspecting any document which might have been filed at the office of the registrar of joint-stock companies, and finding that up to August 7, the last day for filing the balance-sheet produced and laid before the shareholders at a recent annual meeting, that document had not been so filed, he took out the present summons, under the 16th and 17th clauses of the Joint-Stock Companies Act of 1856, to recover the penalties for such omission.

Mr. *Lawrence*, in reply, said the notice was quite informal. It spoke of an annual meeting, but the Act only referred to ordinary general meetings, and it would be found that the meeting which had been called in July was not the ordinary general meeting.

This objection having been overruled, Alderman *Hale* asked Mr. *Warrand* how he intended to prove that the ordinary general meeting had been held?

Mr. *Warrand* said he would call the company's solicitor, and examine him.

Mr. George William Brady was accordingly sworn, and said: I was present at a meeting of some shareholders of the National Savings Bank Association, in July last, as their solicitor. Several of the directors were also present. There was no official meeting. No report was laid before that meeting, but I believe a report was issued individually to shareholders. The meeting took place on the 16th July, and was adjourned to the 17th, when there were not enough present to form a quorum. I did not count how many there were, but there were nearer fifty than five. The number present was not sufficient to transact the ordinary business of the association.

Mr. *Warrand*—Do you know if the directors prepared a balance-sheet to lay before the shareholders at that meeting?

Witness—I must claim exemption from answering that question, as it would only be known to me in the way of professional confidence. The meeting dispersed on the 17th, and no other day was named for any further meeting.

Alderman *Hale* asked how long the company had been established?

Mr. Brady said about twelve months, and this was the company's first meeting.

Alderman *Hale* said the evidence went to show that the ordinary general meeting of this association had not yet been held, and the offence charged of neglecting to register within fourteen days after such meeting could not be sustained. The summons was therefore dismissed.

LEGAL STATUS OF AN ENGLISHMAN IN FRANCE.

With reference to a case—that of *Parkinson* v. *Bedenc*—which has lately come before the civil tribunal at Paris, the plaintiff's solicitor, Mr. *Margary*, addresses to *Galignani's Messenger* the following general statement of the existing law:—"Great facilities are given by the law of France for the arrest of a foreigner when the creditor is a Frenchman, and many an unfortunate Englishman has been incarcerated upon overdue bills of exchange (often obtained from him fraudulently) indorsed to a Frenchman. As, however, in the majority of cases the party is not a *bonâ fide* holder for valuable consideration, but merely a man of straw, who lends his name for the occasion (technically called a *prête-nom*), the debtor generally succeeds in obtaining his liberation on showing to the Court the real nature of the transaction, and getting the arrest declared illegal. This, however, requires some time to effect, as, if he succeeds in the Tribunal de Commerce, the nominal creditor appeals to the Cour Impériale, and months elapse before a final judgment can be obtained. In the meantime, the unfortunate debtor must remain in prison, unless he can deposit the amount claimed in the Caisse des Consignations, or give bail; and, as the surety is not only answerable, as in England, for the appearance of the debtor, but also for the payment of the debt and costs in case judgment is given against him and he is unable to meet the demand, it is almost impossible for a foreigner to find a substantial person willing to undertake that responsibility. In England no distinction is made as to liability to arrest between a British subject and a foreigner, as neither can be arrested on mesne process (that is, before judgment), unless the creditor can prove to the satisfaction of a judge that the debtor intends to leave the country. Art. 11, tit. 1, liv. 1, of the Code Napoleon, says:—'*L'étranger jouira en France des mêmes droits civils que ceux qui sont ou seront accordés aux Français par les traités de la nation à laquelle cet étranger appartiendra.*' It is not, however, sufficient that certain rights are accorded to Frenchmen by the laws of a foreign country for the subjects of that country to enjoy the same privileges in France—the reciprocity must be expressly stipulated for by treaty (see Rogron's note on this article in his *Code Civil Expliqué*). Now, no treaty exists which puts Frenchmen in England, and Englishmen in France, upon an equality as to arrest for debt, the former enjoying in England the same privilege in that respect as a British subject purely and simply by the law of the land. It strikes me, however, that, if the case were brought officially to the notice of the French Government, they would admit the equity of the claim of British subjects to enjoy in France the same privileges as the law of England accords to Frenchmen in that country, and the cordial alliance which now exists between the two nations, the high sense of justice of the Emperor of the French, and the well-known zeal of our ambassador at Paris, seem to render the present moment peculiarly favourable for obtaining the desired object."

LAW CONFERENCE AT BIRMINGHAM.

A Law Conference will take place at Birmingham, on the 12th of October next, and the four following days. The Conference is to be held under the auspices of the National Association for the Promotion of Social Science, which is to hold its first annual meeting at Birmingham on that day, under the presidency of Lord Brougham. The leading subject of the Law Conference will be Bankruptcy—embracing practical suggestions from the assembled mercantile delegates, with the view of preparing one general bankrupt statute, to be made applicable, if possible, to the whole of the United Kingdom.

The Right Hon. Lord John Russell, M.P., presides over the first department, assisted by the following gentlemen as secretaries:—J. Stuart Glennie, Esq.; J. Napier Higgins, Esq.; and Arthur Ryland, Esq.

The committee are as follows:—

Abdy, Professor
Barlow, W., Esq.
Bristowe, H. F., Esq.
Broom, H., Esq.
Cookson, W. S., Esq.
Denman, Hon. G.
Edgar, A., Esq.
Ewart, W., Esq., M.P.
Forsyth, W., Esq., Q.C.
Gassiot, J. P., Esq.
Harris, G., Esq.
Hawes, W., Esq.
Headlam, T. E., Esq., Q.C., M.P.
Hodgson, T. R. T., Esq.
Ingleby, C. M., Esq.
James, T. S., Esq.
Jefferys, J., Esq.
Kynnersley, T. C. Sneid, Esq.
Levi, Professor
Lloyd, Sampson S., Esq.
Napier, Right Hon. J., M.P.
Ratcliff, John, Esq., Mayor
Roche, H. P., Esq.
Symonds, A., Esq.
Taylor, J. Pitt, Esq.
Theobald, W., Esq.
Thornton, Samuel, Esq.
Trafford, L., Esq.
Whateley, J. W., Esq.
Wills, W., Esq.
Wilmot, Sir E., Bart.
Woolrych, Mr. Serjeant
Yorke, J., Esq.

The directors of the Great Northern Railway Company intend appealing against the decision of V. C. Sir. *W. P. Wood*. They state that the decision of the Vice-Chancellor would throw the whole loss on the ordinary, including the A and B stockholders, annihilating their dividend for the half-year ended the 30th June, 1857, and depriving the A stockholders of all prospect of dividend till March, 1859; contrary to the intention of the meeting of this company, held 8th July last, when the Bill then before Parliament was approved by a great majority, in the full belief that, if it passed, all classes of stockholders would become contributors to the loss; and it is also contrary to the intentions of the committees of both Houses of Parliament. The Attorney-General has subsequently stated, that he is clear in his conviction, and is so fully assured of the erroneous view of the Vice-Chancellor, that he has advised the directors not to declare a dividend, as they cannot obey the injunction of the Vice-Chancellor without violating the Act of Parliament; and he further advises that the meeting ought to be adjourned, so as to allow of the Vice-Chancellor's opinion being submitted to the decision of the full Court of Appeal.

At the monthly meeting of the Liverpool Town Council, on Wednesday, the Mayor, Mr. F. Shand, presiding, it was moved that the recommendation of the Finance Committee to vote to the town clerk £1,000 for his services during the struggles in Parliament for maintaining the alleged rights of the corporation should be confirmed. Mr. Hugh Hornby,

chairman of the Finance Committee, who made this proposition, referred to the Act of Parliament passed last session, by which, he said, the council would, on the 1st of January, be deprived of its trusteeship of the docks, and at the same time would cease to have any control over the management of the duties connected with the port of Liverpool. Mr. Hornby characterised this measure as unjust and arbitrary. The provisions of the Bill, however, were, he said, better than could have been anticipated, and as Mr. W. Shuttleworth, the town-clerk, had been instrumental in obtaining these improved terms, he thought that the council ought to evince its gratitude. Mr. S. Holme seconded the proposal. Mr. Woodruff (senior churchwarden) opposed the grant, on the ground that the town clerk had but done his duty, and that for all he had done he had been paid by an ample salary (£2,500 a year). He moved as an amendment, that the recommendation be not confirmed. The amendment not meeting with a seconder, the original motion was carried. The town-clerk returned thanks.

The election expenses for the East Riding and for the boroughs of York and Scarborough have recently been published, and present some interesting items. In the East Riding there was no contest, Lord Hotham and Admiral Duncombe being re-elected without opposition. The total expenses were 396*l.* 17*s.* 10*d.* At the York election there was a contest—the candidates being Mr. Westhead, Mr. Smyth, and Mr. Lewin, and the total expenses were 1,562*l.* 3*s.* 4*d.*—viz. Mr. Westhead, 569*l.* 14*s.* 7*d.*; Mr. Smyth, 615*l.* 9*s.* 11*d.*; and Mr. Lewin, 376*l.* 18*s.* 10*d.* The Scarborough election was contested—the candidates being Sir John Johnstone, Earl Mulgrave, and Dr. Bayford. Mr. Thomas Moore was also a candidate before the election, and his expenses are put down at 21*l.* 13*s.* 7*d.* Exclusive of Mr. Moore's expenses, the total expenses of the election were 788*l.* 18*s.* 5½*d.*

Mr. R. Pritchard, the election auditor for the borough of Southwark, has just furnished a detailed account of the expenses of the various candidates, in accordance with the Corrupt Practices Prevention Act, 1854. The total expense to each candidate is as follows: Sir Charles Napier, 1,219*l.* 14*s.* 1*d.*; J. Locke, Esq., 3,880*l.* 7*s.* 7*d.*; A. Pellatt, Esq., 684*l.* 3*s.* 11*d.*

The trial of the Hon. Mr. Stapleton, M.P. for Berwick, Mr. Humphry Brown, late M.P. for Tewkesbury, Mr. Hugh Innes Cameron, and the other persons who were arrested for the alleged frauds in connection with the Royal British Bank, will take place in the Court of Queen's Bench, Westminster Hall, on or about Monday the 30th of November, Lord *Campbell* is to try the cases.

The benchers of the Inner Temple have, in consequence of the dilapidated state of the premises, given directions to have pulled down, for the purpose of being rebuilt, the whole of the houses on the west side of Inner Temple-lane, extending from the house adjoining the gateway opposite Chancery-lane to the archway at the entrance of the church; and the well-known Dr. Johnson's staircase, and the chambers occupied by the learned lexicographer, are included in the premises which will be pulled down in the course of a few weeks.

At the Sheriffs' Court on Thursday, Mr. Hemp, the principal bailiff, made proclamation of outlawry, and the following were called upon to surrender:—T. Ingram, Richard Chapman King, the Hon. Geo. T. Finch Hatton (commonly called Viscount Maidstone), the Hon. Horace Pitt, Wm. Sowden, Josiah Bartlett, Sir Robert Jukes Clifton, Bart., John Frederick Hill, J. H. W. Harris, Frederick Jones, Wm. Digby Seymour, J. E. Beales, Demetri Prince de Schinas, and Wm. MacOubrey, and Catherine Mary Jane (late Evans), his wife.

Mr. Archibald John Stephens is appointed Recorder of Winchester, in the room of Mr. G. A. Arney, appointed Chief Justice of New Zealand. Mr. Henry George Allen is appointed Recorder of Andover, in the room of Mr. Stephens.

Legislation of the Year.

20 & 21 VICTORIE,* 1857.

CAP. I.—*An Act for the Amendment of the Cinque Ports Act.*

The chief object of the 18 & 19 Vict. c. 48 ("An Act for the better administration of justice in the Cinque Ports"), was, to abolish, as courts with special jurisdiction for the redress of civil injuries, the "Cinque Port Courts," held in Hastings, Romney, Hythe, Dover, and Sandwich, under the Lord Warden of the Cinque Ports and Constable of Dover Castle; and to assimilate the direction and execution of all writs and process from the superior courts within the Cinque Ports, and the towns of Winchelsea and Rye, to that which is used for other places in England. But, besides the provisions for this purpose, that Act contains others for severing certain members or liberties of Dover, or other of the Cinque Ports (including, among such members or liberties, St. John the Baptist, usually called "Margate"), and for annexing them to the county of Kent, on the petition of the rated inhabitants of such places, and the resolution of the justices of Kent, admitting them to the county on their contributing to the gaols and other buildings. This annexation is to take place by an Order in Council; and, after any such order shall have been made, the justices of Kent are to have jurisdiction in such members or liberties; and are also to raise therefrom their quota to the county expenditure as aforesaid. By the 5th section of this Act, it was further provided, that, from the date of such order, or from "the granting of a charter of incorporation to the said parishes or places, or any one of them, or any part or parts thereof," the provisions contained in 51 Geo. 3, c. 36; 5 & 6 Will. 4, c. 76, s. 135; and 6 & 7 Will. 4, c. 105, ss. 10, 11, which enact that the *non-corporate members and liberties of* Hastings, Sandwich, Dover, Hythe, and Rye shall (as distinct from such towns and ports themselves) contribute their due proportion to the payment of rates in the nature of county rates; and to the jurors summoned to serve at the general or quarter sessions of the peace for such towns and ports—shall be repealed, so far as the parishes or places comprised in such order or charter of incorporation are concerned; and it is also provided, that, from the date fixed in such order or charter of incorporation, no court of sessions for Dover, or any justices thereof, shall have jurisdiction in such parish, place, or enchartered district; and that after such date no such parish, place, or district shall be liable to any rate, cess, or impost, to which, as such member or liberty, it would otherwise have been liable.

It has been recently determined by the Privy Council to grant to Margate a charter of incorporation—such town having petitioned to that effect under 7 Will. 4 & 1 Vict. c. 78; but no commission of the peace or quarter sessions has hitherto been granted for the district. The present Act has been passed to obviate the inconvenience which would be occasioned by this, or any other of the above-mentioned members or liberties, obtaining a charter of incorporation, and thereby becoming immediately released from the provisions mentioned in 18 & 19 Vict. c. 48, s. 5. It is, therefore, enacted by the present Act, that the 5th section of 18 & 19 Vict. c. 48, shall not, in such case, apply till a commission and quarter sessions shall be granted to the enchartered district.

It is to be remarked that the present suspension of the repeal of the above-mentioned provisions, will not apply to any of the members or liberties of Dover or other Cinque Ports specified in 18 & 19 Vict. c. 48, which shall apply for and obtain an Order in Council for their becoming part of the county of Kent.

CAP. III. — *An Act to amend the Act of the 16th & 17th Years of her Majesty, "To substitute in certain Cases other Punishment in lieu of Transportation."*

This Act (which came into operation on the 1st of July last) is a great improvement on the law as it existed up to that period, inasmuch as it substitutes a simple and intelligible rule for a very complicated one.

The punishment of "transportation beyond the seas," unknown to the common law, was first inflicted by 39 Eliz. c. 4 (see Barrington on Statutes, p. 352); but the statute mainly regulating it up to the year 1824 was 5 Geo. 4, c. 84, many of the provisions of which are still in force *mutatis mutandis*, though the sentence of transportation itself is now abolished. Most of these provisions, indeed, are expressly extended so as to apply to the new sentence of "penal servitude," by 16 & 17 Vict. c. 99, and the present Act; and these two last (which by 20 & 21 Vict. c. 3, s. 7, are "to be read and construed together as one Act"), together with that of Geo. 4, may be considered as containing the chief law now in force as to this subject.

The 5 Geo. 4, c. 84, contained provisions by which an offender sentenced to transportation beyond seas, might be confined for a part at least of the term for which he was sentenced in this country, though the *time* during which the prisoner could legally be so detained does not clearly appear; and it is apprehended that the whole of the provisions of the Act on this subject are *declaratory* merely of the royal prerogative. (See *Brenan's case*, 10 Q. B. 492). And, by 11 & 12 Vict. c. 67, the Crown was enabled to change the place of confinement

* This session commenced 30th of April, 1857.

from one prison in Great Britain to another. In consequence, however, of the difficulty in finding places beyond seas proper and willing to receive transports, it was determined, in 1853, to diminish as far as possible the need for such receptacles by diminishing the number of those sentenced to be transported.

With this object was passed the 16 & 17 Vict. c. 99; and in it was adopted the singular expedient, of framing a species of sliding scale to be applied to any enactment then in force punishing a specified offence with transportation. Thus penal servitude for four years was substituted in the place of transportation for seven or under; penal servitude from four years to six, in the place of transportation for terms between seven years and ten; and so on. At the same time, the punishment of transportation was retained, when it was awarded by any such enactment for life or for terms of fourteen years and upwards—though a general discretion was vested, by 16 & 17 Vict. c. 99, in the court, even in such cases, to use the punishment of penal servitude instead—according to the scale above mentioned. The effect of these provisions (which were contained in the first four sections of the 16 & 17 Vict. c. 99) was found, however, in practice, to be embarrassing, and to involve unnecessary complexity. It was also afterwards considered expedient to do away *altogether* with the specific sentence of transportation. Most of the other provisions made by 16 & 17 Vict. c. 99, were found to work well, or at least not to be ripe for any change during the present session.

The Act under notice (20 & 21 Vict. c. 3) deals with this state of things, thus—

First, in order to do away with the necessity for the scale above referred to, it repeals altogether (by s. 1) the first four sections of 16 & 17 Vict. c. 99; and, in place thereof, it enacts (s. 2), that, "after the commencement of this Act, no person shall be sentenced to transportation;" and that any person who, but for 16 & 17 Vict. c. 99, and that Act, might have been sentenced to any term of transportation, may now be sentenced to penal servitude for the same term—the only exception to this being, that, where the transportation might have been for seven years, the penal servitude is to be for not less than three years; and (s. 12) that, where the offender is liable to be transported by reason only of a previous conviction for felony, the penal servitude is to be not less than four years, or more than ten. There is also a general provision (s. 6), that, in any enactment now in force, the expression "any crime punishable with transportation," or "any crime punishable by law with transportation," or any expression *of the like import*, is now to be construed as applicable, also, to any crime punishable with penal servitude.

Secondly, in reference to the entire abolition of the specific sentence of transportation, partially retained in 16 & 17 Vict. c. 99, that Act contained a provision (s. 6) for keeping persons sentenced to penal servitude, where it was considered expedient, "in any part of her Majesty's dominions *beyond the seas, or in any port or harbour thereof*; and this, as far as it went, was sufficient for practical purposes. But inasmuch as the terms of this provision extended only to cases where such persons are confined in parts beyond the seas, in places of confinement appointed under 5 Geo. 4, c. 84, or 16 & 17 Vict. c. 99, the present Act (ss. 3, 4) enacts that such persons may be conveyed to any place to which *transports* might have been conveyed by law; or to any place beyond the seas which may be hereafter appointed under the provisions of 5 Geo. 4, c. 84, as extended by this Act to meet the case of offenders under sentence or order of penal servitude. These provisions of 5 Geo. 4 authorise the appointment of places of confinement beyond the seas by Order in Council; and provide for the effectual removal of the convicts thither by Government contract.

Thirdly, as to the remaining provisions of 16 & 17 Vict. c. 99, the present Act amends one or two, and preserves the remainder entire. These provisions of 16 & 17 Vict. c. 99, are chiefly as follows:—

1. To apply to the case of one convicted of a capital offence to whom mercy shall be extended by the Crown on the condition of penal servitude, all the existing enactments and regulations where, in a similar case, the condition was transportation beyond seas (sect. 5).

2. To apply (where consistent with the Act) all previous enactments with respect to transports, to persons sentenced to penal servitude; and, in particular, those of 5 Geo. 4, c. 84 (viz. ss. 10—16) as to the appointment of places of confinement within England and Wales, for the confinement of male offenders (which the present Act extends to females also), and as to keeping such offenders to hard labour in parts of her Majesty's dominions out of England; and also (ss. 17—23, and 26) as to the removal to or from, and confinement in, the places of confinement referred to in that Act, and as to the custody, treatment, management, and control of offenders confined in such places (sect. 7). This last provision of 16 & 17 Vict. c. 99, is re-enacted in more general terms by part of the 3rd section of the present Act, thus—"All Acts and provisions now applicable to and for the removal and transportation of offenders under sentence or order of transportation to and from any places beyond the seas, and concerning their custody, management, and control, and the property in their services, and the punishment of such offenders if at large without lawful cause before the expiration of their sentence, and all other provisions now applicable to and in the case of persons under sentence or order of transportation, shall apply to, and in the case of, persons under sentence or order of penal servitude, as if they were persons under sentence or order of transportation."

3. To authorise the Crown, by a written order from the Home Secretary, to grant to convicts sentenced to penal servitude "a licence to be at large in the United Kingdom and the Channel Islands, or in such part thereof respectively as in such licence shall be expressed," during such portion of the term of sentence, and on such conditions in all respects, as the Crown shall see fit; and also to revoke and alter such licence at pleasure—the convict, while such licence is in force and unrevoked, not to be liable to imprisonment under his sentence; but on its revocation, being liable to be apprehended on a warrant to that effect, and recommitted to the place from which he was originally released, there to undergo the residue of his original sentence (sects. 9—11).

No alteration has been made by the present Act as to these regulations with respect to "tickets of leave," except that by s. 5 the convict, on the revocation of his licence, may be recommitted either to his original place of confinement, or to any other in which convicts under sentence of penal servitude may be lawfully confined.

4. To apply to the sentence of penal servitude the authority or discretion theretofore existing of any Court in respect of awarding other punishment instead of or in addition to the sentence of transportation, so as to preserve the same unchanged (sect. 14).

Recent Decisions in Chancery.

HUSBAND AND WIFE—SOLICITOR AND CLIENT—PURCHASE BY SOLICITOR OF CLIENT'S PROPERTY.

Nelson v. *Booth*, 5 W. R. 722.

Several questions arose in this case, of which the following are the most important:—

1st. Whether a man marrying a lady entitled to an equity of redemption to her separate use, and subsequently paying off the mortgage debt, stands in the place of the original mortgagee? *Stuart*, V. C., had no doubt that he does. "It is clearly settled," said his Honour, "upon the equities between husband and wife, that, if a married woman be entitled to the equity of redemption of an estate settled to her separate use at the time of her marriage, and the mortgage debt, which leaves to such woman only the equity of redemption, be paid by her husband, he can so deal with such mortgage debt as to acquire for himself and for his own benefit a right to stand in the place of the original mortgagee." And his Honour, therefore, was of opinion, that the husband so paying off the mortgage, and obtaining possession of the title deeds, could, as against his wife and her assigns, retain the deeds till his estate was indemnified. In *Bagot* v. *Oughton* (1 P. Wms. 347) L. C. *Cowper* held, that, where a feme sole made a mortgage and received the money, and married, after which the mortgage was transferred, the husband joining in the assignment and covenanting to pay the mortgage money, the wife or her heirs, upon the husband's death, could not compel an application of his personal estate for payment of the mortgage debt. It would be otherwise, no doubt, if the husband had received the mortgage money; as to which see *Tate* v. *Austin* (1 P. Wms. 264), *Clinton* v. *Hooper* (3 Bro. C. C. 201), *Lewis* v. *Nangle* (Ambl. 150).

2ndly. The question was raised in this case, whether an assignment of the mortgage to the solicitor of the husband and wife, by the husband, without the privity of the wife, as security for a debt due to the solicitor for costs principally incurred in a suit in which he acted for the wife before her marriage, was a valid security against the husband's estate? The Vice-Chan-

cellor held that it was—there being no question as to the existence of the debt, and the husband having a clear right to deal with the mortgage for his own benefit, and to apply it if he liked in discharging the debt due to his solicitor.

3rdly. The solicitor having subsequently purchased from the original mortgagee for £40 a claim of £175, which he would have been entitled to have added to the £400 mortgage, was the purchase to be treated as one for the benefit of the solicitor or of the wife? The argument in favour of the wife turned mainly upon the fact that the solicitor had discovered the existence of the incumbrance while acting for his client (the mortgagor) in his professional capacity. On this point the Vice-Chancellor observed, that a solicitor who, in the course of confidential employment, happened to acquire a knowledge which enabled him to deal with property in which his clients were interested, would never be permitted in a court of equity to avail himself of the benefit of any such dealings. "But," said his Honour, "it is another thing to say, that, if a debt be fairly due to a trustee or a solicitor from his *cestui que trust* or client, his rights to that debt are so far annihilated that no security which he may obtain in respect of such debt can stand." It was then contended for the solicitor that he was entitled to the full benefit of his purchase of the £175, and not merely to stand as a creditor for the amount which he had actually paid; but it was held that he was only entitled to the sum paid, and to all costs properly incurred. The case is an express authority, if any such were wanting, that a solicitor is not debarred from obtaining from a client security for a *bonâ fide* debt; while it cannot be considered to encroach upon the doctrine enunciated in *Lees* v. *Nuttall* (1 Russ. & Myl. 53), and in *Ex parte James* (8 Ves. 337)—viz. that a solicitor, acting professionally for a vendor, cannot himself purchase for his own benefit. In *Austin* v. *Chambers* (6 Cl. & Fin.)—a case in which a purchase by a solicitor was impeached—Lord *Cottenham* held, that, if an attorney was not acting as an attorney for his client on a particular occasion—*ex. gr.* at an auction of the client's property—he might throw off his professional character, and exercise his independent rights. "If," said his Lordship, "he was not acting with a view to the interests of his client, who had been his client before, and was his client afterwards, he had a right undoubtedly to throw off his character of solicitor at that particular time (at the auction), and to exercise the right which belonged to him in another character." At first sight this decision appears to be at variance with a subsequent decision of the House of Lords—viz. *Carter* v. *Palmer* (8 Cl. & Fin. 657)—where it was held that the employment of counsel as confidential legal adviser disabled him from purchasing for his own benefit charges on his client's estate, without his permission; and that, although the confidential employment ceased, the disability continued. But there it was assumed that the disability continued only so long as the reasons on which it was founded continued to operate. The principle governing all such cases is, that counsel, solicitors, or other persons in a confidential situation, are not to be at liberty to use for their own benefit, and to the prejudice of their former clients, information acquired while acting for them. But such persons may divest themselves of their confidential relation, and, to use Lord *Eldon's* expression in *Coles* v. *Trecothick* (9 Ves. 247), "contract for liberty to buy." *Austin* v. *Chambers* and *Nelson* v. *Booth* are authorities to show, that, even without any special "bargain for the right to purchase," dealings by a solicitor with the property of persons who had been his clients are not necessarily voidable; that the disability continues only so long as the reasons on which it is founded operate; and that, where a debt is fairly due by the client, a security obtained from him by the solicitor in respect of such debt is not *ipso facto* invalid.

HUSBAND AND WIFE—SEPARATION DEED—STATUTE OF FRAUDS—PART PERFORMANCE.

Webster v. *Webster*, 5 W. R. 725.

Among the many curious reported cases involving the construction of the Statute of Frauds, there is not one, perhaps, in which a more curious question has arisen than in this case. The suit was instituted by a widow against the representatives of her husband and the trustee of a deed of separation, for an account of what might be due to her in respect of an annuity given to her by the deed, under which she claimed to be a creditor. It appeared, that, after the execution of the deed, a reconciliation was effected at the request of the husband, who promised, that, if the wife would return and live with him, the annuity should be continued, and that he would better secure the same by charging it on his real estate. Upon the faith of this promise, the trustee of the deed of separation consented to the wife's return; and she accordingly returned, and lived with her husband until his death, which occurred in the latter end of the same month. Nothing having been done by the husband to charge his real estate, in pursuance of his verbal undertaking, the question for the Court was, whether such an undertaking could be enforced against the husband's estate? In a former stage of the suit, it had been held that the reconciliation and re-cohabitation of the parties avoided the deed of separation; and, therefore, the widow's right now depended solely upon the parol contract to secure the payment of the annuity by a charge upon the husband's land. *Stuart*, V. C., held that there had been a sufficient part performance of the contract to take it out of the operation of the Statute of Frauds, and therefore decreed that the real estate was charged with the annuity. We do not know of any other case in the Reports in which a return to cohabitation by the wife has been held to be part performance of an agreement within the statute; but whether we consider the case upon the words of the statute, or upon abstract principle, no reason appears why it should not be so held.

JUDGMENT CREDITOR—LIEN—CONTRACT FOR SALE.

The Governors of the Grey Coat Hospital v. *The Westminster Improvement Commissioners*, 5 W. R. 855.

This is an important decision, bearing on the rights of judgment creditors under the 1 & 2 Vict. c. 110, s. 13. The plaintiffs in the suit contracted to sell land to the defendants. Part of the purchase-money was paid, and the defendants let into possession, but no conveyance was executed. The defendants at the time were indebted on judgments, and afterwards became insolvent. A decree was made establishing the plaintiffs' lien, and directing a sale, which took place. The purchaser under the decree required that all the creditors of the defendants, whose judgments were prior to the decree, should join in the conveyance. *Stuart*, V. C., considered that it was not necessary for them to join; but both the Lords Justices were of a different opinion. *Knight Bruce*, L. J., said, that "he could see no difference between the case of a mortgagee of the original purchasers' interest, if they had mortgaged it, and that of a judgment creditor of the same purchasers;" and *Turner*, L. J., had no doubt as to the rights of the judgment creditors against the lien of the original vendor. Their Lordships' decision in effect was, that the judgments were direct charges on the equitable interest of the defendants, under the original contract to purchase.

PRACTICE—INROLMENT OF DECREE OR INTERLOCUTORY ORDER.

Williams v. *Page*, 5 W. R. 854.

This is the third case in which the present Lord Chancellor has held, that, where a decree of the Court has been properly inrolled, the Court will not be disposed to vacate the inrolment upon any other ground than *mala fides*, of which speed on the part of the person inrolling will not be considered to raise a presumption. An attempt was made in the argument by counsel to draw a distinction between final decrees or orders (*ex. gr.* at the hearing of the cause), and interlocutory orders upon matters of practice; but it does not appear that such a distinction has ever been recognised by the Court, and the Lord Chancellor had no doubt that it was untenable. Interlocutory decrees are frequently inrolled, and appeals from them are sometimes heard by the House of Lords. A comparatively recent instance was, an appeal from an order of one of the Vice-Chancellors appointing a receiver, and, the order having been inrolled, the appeal was brought directly to the House of Lords. Lord *Cranworth* evidently differs from Lord *Hardwicke* as to the rights and privileges of a person holding a decree. In *Anon.* (1 Ves. senr. 325), Lord *Hardwicke* vacated an inrolment, though strictly regular, simply on the ground of its being done too quickly. In *Wickenden* v. *Rayson* (3 W. R. 463), Lord *Cranworth* said, he could not "find fault with any person taking the earliest step to inrol a decree without informing his opponent; nor could it be designated sharp practice; it was in accordance with the principles of the Court, and worked no hardship, considering that the other party had the opportunity of preventing the step by entering a caveat against it." In *Backhouse* v. *Wylde* (5 W. R. 245), the Lord Chancellor repeated the proposition, that the Court would vacate an inrolment only where the person obtaining it had been guilty of *mala fides*; and in *Williams* v. *Page* he used similar language, and said, that, whatever might have been done in the time of Lord *Hardwicke*, there was nothing now to prevent a plaintiff or defendant holding an order of the Court from having it inrolled at once. In the converse case—viz. when the time fixed by the general order is allowed to pass without inrolling the decree—the Lord Chan-

cellor has held that the burden of showing cause does not fall upon the party asking inrolment, but upon the party opposing it. (See *Kay* v. *Smith*, 5 W. R. 194.)

Professional Intelligence.

INCORPORATED LAW SOCIETY.

(Continued from page 749.)

II. *New Bills in Parliament.*

The Bills by which it was proposed to effect further alterations in the law during the short session which commenced in February, and preceded the dissolution of the last Parliament, were few in number, and most of them, with several others, have been again introduced in the new Parliament, and have received, and in their progress will continue to receive, the attention of the Council, so far as the interests of the members of the society and the profession generally may appear to require.

They are as follows:—Probates and Letters of Administration, Divorce and Matrimonial Causes, Property and Reversionary Interests of Married Women, Fraudulent Trustees, Joint Stock Companies, Judgment Execution, and the Lord Mayor's Court.

Of these measures, the Council have more particularly given their attention to the Probates and Administration Bill, by which it is now proposed to substitute for the Ecclesiastical Courts a new Court of Probate, unconnected with the Court of Chancery, and assimilating the mode of taking evidence and the trial of causes to the Common Law Courts; establishing the principal court in London, but providing registries of wills in various districts of the country, and giving jurisdiction to the county courts where the property does not exceed £200 personalty or £300 realty. The common form business is to be reserved exclusively to the proctors, and they are enabled to act as agents for attorneys and solicitors, whilst the latter are to be entitled to practise in the new courts in all contentious cases.

The Council have made suggestions for the amendment of several clauses of the Bill, particularly in defining the class of business in which solicitors are to be entitled to practise, the qualifications of registrars and other officers, the admission of practitioners in the District Registries, the tribunal to which appeals may be made from the Court of Probate, and the limitation of district grants of Probate and Letters of Administration, having effect over all parts of England.

By the Divorce Bill a new court will be established, over which the Lord Chancellor and the chiefs of the common law courts will preside with the judge of the Probate Court; and in this tribunal will be vested the power of absolutely dissolving marriages, now possessed only by the Legislature. It is not proposed to give any jurisdiction in these cases to the County Courts; and though the costs of obtaining a divorce will be very largely diminished, and the whole matter decided in one instead of three suits, still the expense will be considerable; but it may be expected that frequent resort will be had to the new courts by parties in the middle classes of society, who were formerly precluded from relief by the enormous charges connected with an action-at-law, a suit in the Ecclesiastical Court, and Bills in both Houses of Parliament.

The Fraudulent Trustees Bill will require attention in settling the language of the clauses, lest the difficulty should be increased of procuring proper persons to undertake the duties and responsibilities of trustees and executors. Though an honest trustee, however mistaken in the strict exercise of his duties, need not fear the result of a prosecution, many cautious persons will be inclined to excuse themselves from undertaking an office which may possibly expose them to a malicious, though unsuccessful, proceeding.

The Joint-Stock Companies Amendment Bill also requires to be well considered with reference to the restraints which are proposed to be placed on the proceedings of creditors against the shareholders of the company.

The Judgment Execution Bill, giving facilities for enforcing judgments in all parts of the United Kingdom, received the attention of the Council on several previous occasions, and, subject to some practical amendments which they have suggested, they consider the proposed measure a beneficial one.

The Lord Mayor's Court Bill requires consideration in reference to its jurisdiction by what is called "foreign attachment." The Common Law Procedure Act enables a judgment creditor to attach property of the debtor wherever it may be found, whether within the walls of the city or not; and it seems expedient that the law should be made uniform in this respect over the whole kingdom.

The Council were favoured with a communication from the Colonial Office, with the draft of a Bill to regulate the admission of attorneys and solicitors of colonial courts into her Majesty's superior courts of law and equity in England in certain cases; and they submitted that the authority and control of the judges of the superior courts, to which admission was proposed to be facilitated, should in no way be lessened or altered, either as regards the examination or admission of colonial attorneys or solicitors, who, when admitted, would be in the same position, and be subject to the same regulations, as all other attorneys.

They also considered that residence within the jurisdiction of the courts of this country, and a discontinuance of practice in the Colonial Courts, should be required; and that the *admission* should bear not only the usual stamp, but also a stamp of the same amount as that payable on *articles of clerkship* in England.

It appears that, although attorneys and solicitors who have been articled, examined, and admitted in the superior courts of this country are admitted to the courts of many of her Majesty's colonies without further service of articles, there are colonies (as, for instance, Canada) to the courts of which they are not entitled to be admitted without a renewed service there; and the Council suggested the expediency of a recommendation to the authorities in those colonies, that an Act similar to the proposed measure should be passed by the Colonial Legislature. The Council also noticed that the principle involved in the proposed measure might have a wider application than at present was contemplated, and that hereafter it might be contended that the proposed facilities furnish a precedent for a similar measure as between England and Ireland.

A letter was received from the President of the Law Amendment Society, inviting a deputation from the Incorporated Law Society to attend a conference on the proposed amendment of the Law of Bankruptcy, the Law of Partnership, the Law of Merchant Shipping, the Law of Principal and Agent, the 17th sec. of the Statute of Frauds, the Law of Banking, the Assimilation of the Commercial Law of England, Scotland, and Ireland, and the establishment of Tribunals of Commerce. The Council instructed their secretary to return an answer, stating, that while the Council were not insensible to the importance of well-considered amendments in the law, and were prepared to give their best attention to any specific amendments which might be suggested therein, they did not feel it to be within their province to take part in the proposed general discussion of the extensive range of subjects embraced in the papers transmitted.

At the commencement of the last Session of Parliament, and at the instance of one of the law societies in Scotland, the subject of a renewed application to Parliament to repeal the remainder of the Annual Certificate Duty was considered; but it was deemed inexpedient to take any proceedings for that purpose. The subject was again considered with reference to the new Parliament, but it was deemed that the pressure of taxation at the conclusion of the war rendered it still unadvisable to apply to Parliament.

(To be continued.)

Correspondence.

EDINBURGH.—*(From our own Correspondent.)*

One great blot upon the legal system of Scotland is the law of deathbed, of which it is proposed to give a short account, in the hope that some legal reformer may be found willing to bring the subject before Parliament, and because it is curious and historically interesting.

The Scotch law of deathbed had its origin in early feudal times, and rests entirely upon ancient custom. It is mentioned, though not fully explained, in the Regiam Majestatem, B. II. c. 18, s. 7, in which the following words occur:—"Albeit it is lesome to ilk man to give ane reasonabill portion of his lands to quhom he pleases induring his lifetime, in his leige poustie; nevertheles vpon his deadbed, in the time of seiknes in the quhilk he deceisses, it is not permitted to him to do the samine;" and, lastly, it is said to have been continued to protect the people in Scotland against the designs and influence of the Popish clergy.

By the old law of deathbed, if a man executed a free deed

(that is to say, a deed not granted in implement of any obligation) disposing of any of his heritage while he was ill of the disease of which he afterwards died, the deed so executed was reducible *quoad* such heritage at the instance of the heir, unless it could be shown that the granter of the deed went publicly to kirk or market unsupported after executing it. This defence, like the right of challenge, rests also upon ancient custom. If sickness was proved at the time of executing the deed, and death followed under circumstances which could infer any probable connection with that sickness, it was presumed to be the sickness of death. No mere interval of time destroyed this presumption; but it might be elided, by proof, that death arose from a different illness not consequent upon that under which the granter of the deed laboured when executing it. Being ill, however, of the disease of which he died, it did not matter that the granter of such a deed was in a perfectly disposing state of mind when he executed it, and transacted all his ordinary business as well as other men; his free deed was reducible, unless after its execution he went unsupported either to kirk or market; and no equivalents for such an act were admitted.

In illustration of this statement of the old law on this subject, the following cases may be examined:—*Richardson*, July 30, 1635, D. 3210, where a sale of lands, though for a reasonable price, was reduced, because the seller died of the effects of palsy a year after he had, in sound and perfect judgment, sold the lands. *Dun*, Feb. 25, 1668, where a deed granted by a man who had broken his leg was reduced, because he afterwards fevered, in consequence of the fracture, and died. *Lowrie*, Feb. 7, 1671, D. 3319, where a number of acts specified were held not to be equivalent to going to kirk or market. *Mountainhall's Daughters*, Feb. 1683, D. 3320, where it was held not sufficient that a man with gout and palsy had, on one day, ridden from Mountainhall to Edinburgh, calling at Caldecoats, and transacting business; that he had, on another day, ridden by Pepper Mill to Edinburgh, and then to Fisherrow, also transacting business; and that, for long after signing the deed in question, he had transacted all his own business well. And *Keirie*, Nov. 25, 1687, D. 3321, where similar proofs of vigour were rejected. Although there is a curious case (*Livingstone*, Feb. 1683, D. 3321) where a party was held not obliged to go to church to ratify his deed, seeing that he was a quaker, and was held to have done enough to validate it by sitting in his shop for several weeks after executing it, selling his goods.

Putting aside this case, the law at this time seems to have been so completely fixed, that it became the custom to go privately, and even at night, into an empty kirk or market for the purpose of validating deeds; which, on Feb. 29, 1692, called forth an Act of Sederunt, which, after narrating the practice, sets forth, that, "for remeid whereof, the Lords declare they will not sustain any such parties going to church and mercate where it is proven that he was sick before his subscriving of the disposition quarrelled, as done in leets, unless it be performed in the daytime, and when people are gathered together in the church or churchyard for any public meeting, civil or ecclesiastic, or when people are gathered together in the mercate for public mercate."

Shortly after this, a desire to moderate the rigour of the old law appears to have arisen; for, in the case of *Lady Scotstoun*, February 20, 1694, D. 3297, while it was found that a disease, a running sore from a fall, which had been upon a man for three years, was mortal, it was at the same time found, that, going from Edinburgh to Inverkeithing to an election, spending a whole day at sea fishing, and as a magistrate visiting prisoners in the Tolbooth, were equipollents for going to kirk or market. But this case was never followed as a precedent. Two years after this, an Act was passed (1696, c. 4), statuting and ordaining "that it shall be a sufficient exception to exclude the reason of deathbed as to all bonds, dispositions, contracts, or other rights that shall be hereafter made and granted by any person after the contracting of sickness, that the person live for the space of threescore days after the making and granting of the said deeds, albeit during that time they did not go to kirk and mercat. But prejudice always, as of before, to quarrel and reduce the said rights and deeds, if it shall be alleged and proven that the person was so affected by the sickness the time of the doing of the said deeds, that he was not of sound judgment and understanding."

This Act was, of course, a great improvement, and if the decision in *Lady Scotstoun's case* had been followed as a precedent, the sting would have been taken out of this absurd rule of law. But, either because it was thought that the statute above-mentioned by inference required, that, within the sixty days, the challenge should be elided only by going to public church or market, or because restrictions upon the disposition of heritage were in those days thought desirable and proper, the rule of requiring appearance at public kirk or market unsupported was enforced, and continues to be enforced, with all the strictness of the old law, and tells with more severity now, seeing that public markets have, to a great extent, disappeared. Accordingly, in *Black*, Dec. 11, 1787, D. 3302, although it was alleged that the granter of a deed had been ill for years with a cough—that he had never been confined to his bed, or even to his house—that he had not been prevented by his illness from going about his ordinary business, and that his faculties to the last remained in full vigour, it was presumed that his illness was mortal, and a deed executed by him within sixty days was set aside. In *Maitland*, May 16, 1815, F. C., it was held that it was not sufficient to elide the plea of deathbed to show that Maitland, whose deed was challenged, and who was admitted to have been complaining before he left home, went alone from Ballygreggan to Monteith, on the 29th April, to visit his wife's father, and from thence, on the 30th, to the general county meeting at Wigton, and on the following day to a meeting of road trustees. And in *Black*, Nov. 21, 1816, Hume, 154, it was held not relevant to allege that the disponer had, in various respects, indicated bodily strength, and passed through streets where the market was held, but was not at the time held.

On the other hand, while the defence founded on going to kirk or market has been strictly, it has been fairly, construed. In *Laird*, July 9, 1763, D. 3315, it was held sufficient that the granter of the deed had gone to a horse-race at which a market was held. In *Rait*, Nov. 27, 1818, F. C., it was held sufficient that the granter of the deed had gone to the market-place of Aberdeen on a Wednesday, although no market was in use to be held on Wednesday, because the Dean of Guild officer certified that Wednesdays and Fridays of each week are considered the legal market-days. In *M'Crachen*, Sept. 14, 1821, 2 Mur. 551, it was proved that there was a fish market held in Dumfries every day, and it was found sufficient to prove that the granter of the deed passed through this market on a Monday. In *Onniston*, May 17, 1821, F. C., the granter of the deed died within two days after executing it, but he had gone to market. It was averred, that he was manifestly ill while in the market. The Court found "that it is a relevant exception to elide a challenge on the head of deathbed, that the testator, after executing his settlement, appeared at kirk or market unsupported; and find that it is not a relevant reply to said exception that the testator, upon appearing at kirk or market, exhibited symptoms of bad health, and of the disease of which he afterwards died."

These cases, read in connection with the short historical statement given of the law upon this subject in Scotland, will show with sufficient accuracy how it at present stands. They will show, also, the narrowness of the points upon which important deeds have hung. But it is only by going to the Reports, and examining the multitude of cases scattered through them for the last three hundred years, with reference to the practical application of the law, that one can form any conception of its absurdity. Hardly a year passes which does not furnish an example of the harshness of the rules which regulate its application; and no modification will ever be satisfactory which applies more than the simple test of whether or not any deed attempted to be set up was executed by the granter while in a sound disposing state of mind.

CORRUPT PRACTICES ACT.—WHO ARE CANDIDATES?

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Much attention will, necessarily, be given to the case of *Cooper* v. *Lushington*, noticed in your last number, and to the question of construction involved in it. There are four hundred constituencies, to all of which the Act 17 & 18 Vict. c. 102, applies; and I know personally that the question "Who is a candidate at an election?" within the meaning of the 34th section, has, at the recent general election, been repeatedly raised—having myself received several letters of inquiry on the subject. As I have, in print, advocated a different and more extended meaning than that put upon the words by the judge of the Canterbury County Court, I should, in candour, admit thus much at once, as I contend that his decision, under the circumstances of the case, was incorrect. Though I can suppose many cases where it would be difficult to draw the line satisfactorily, I must contend that Mr. C. M. Lushington was

clearly within the 34th section and the subsequent interpretation clause. The facts are shortly these:—Mr. Lushington, who at the time of the dissolution was member for Canterbury, issued an address to the electors on the 14th of March. It is notorious that the new writs were issued on the 21st of March. The nomination day at Canterbury was on the 27th. On the 23rd or 24th, Mr. Lushington withdrew. I assume that between the 14th and the 23rd (for, though not reported, I believe it was proved in the case), he canvassed the electors, and otherwise openly and avowedly acted as a candidate within the ordinary and conventional meaning of the term. The question is, was he—what the 34th section terms—a "candidate at the election?" It is somewhat remarkable, that, while the simple word "candidate" occurs nearly forty times in the Act of Parliament, the words "candidate at { the / an / any / *or* / such } election" occur but five times—viz. in the 4th, 24th, 33rd, 34th, and 36th sections, exclusive of the form in the 31st, and the interpretation clause (the 38th).

The latter enacts, "the words 'candidate at an election' shall include all persons elected as members to serve in Parliament at such election, and all persons nominated as candidates, or who *shall have declared themselves candidates* AT *or* BEFORE *such election*."

It is plain that this interpretation clause is applicable to the 34th sect., which enacts that "every such election auditor shall be paid, &c., the sum of £10 from each candidate at the election, as and by way of first fee;" and so on. Reading this, and the interpretation clause together, it would seem pretty clear that every person, whether returned or nominated, or one who had simply declared himself a candidate before the election, is liable to pay the fee. The Judge, however, is reported to have decided (and the report is borne out by the facts) that "the issuing of an address merely meant that the party gave notice of his intention to become a candidate at the election; *and unless he was nominated, or made himself responsible for other expenses*, (! !) his opinion was, that defendant could not be considered a candidate." I conceive that this decision completely ignores the words in the interpretation clause, "or who shall have declared themselves candidates at or before such election." The persons returned and nominated are specifically mentioned; and the latter class of candidates, "at or before such election," is noticed as separate and distinct. Testing it by the questions, what was the object of the Act? and what the evils it desired to obviate? we find, that, consistently with the present decision, this might occur:—A. and B. might start as candidates, in open or secret alliance, but having separate agents. B. intends to go to the poll, and A. bribes for the two. Before the nomination, A. retires, but leaves B. in full possession (if things are well managed) of the fruits of illegal practices. B., however, escapes, and A., according to the Judge of the Canterbury Court, is not obliged to send in to the auditor an account of his expenses. It will not be denied, I presume, that, if the auditor be not entitled to the fee prescribed by the Act, he is not bound to do the duties imposed on him by the Act, as to the non-fee-paying candidates. The interpretation clause, it is true, does not interpret the simple word "candidate," which is the word used in the 17th and subsequent sections, treating of the mode of payment of candidates' bills; but I incline to the opinion, that the interpretation clause applies to the word "candidate" throughout the whole Act having regard to the context, in which it is invariably found—just as if the words "*candidate at an election*" were repeated each time. This view is strengthened by the circumstance, that the first time the word "candidate" is mentioned is in the 4th section, and then in company with the words "at an election." Thus, "every candidate at an election who shall corruptly," &c. I conceive, that, wherever the word "candidate" is subsequently inserted, it relates to the description of candidate first mentioned; and the clause interpreting the words "candidate at an election," and not the word "candidate," is an additional argument, as it appears to me, in favour of this view.

In practice, this view has been generally adopted, for, in very numerous cases, much weaker than Mr. Lushington's, the accounts have been sent to the auditor, and his fee paid. The published parliamentary returns show this.

But whether I am correct or not in this respect, what is the ground upon which it can be said that Mr. Lushington was not within the 34th section, precisely interpreted by the 38th clause to apply to just his case? Is the word "*before*" in the latter clause meaningless, or mere surplusage? To what case could it apply, if not to such a case as this? I can well understand that much difficulty would occur in attempting to draw the line, and say when "before the election" ceased, and fixing the furthest period back to which it could apply. But where a man is a candidate, and acts as such on or after the writ being issued, I should think the Act is clear from ambiguity. If a man, some long time previous to any vacancy or any writ being issued, expressed his intention, by address or otherwise, of becoming a candidate, he is not *de facto* a candidate. He intends to become one. But in the presence of an actual or imminent vacancy, much less on and after the issuing of a writ, I should have thought that a person issuing an address, and asking for votes or support, explaining his principles, &c., was as much within the letter as the clear spirit and scope of the Act. Shades of difference there would and must be in such cases; but that Mr. Lushington should have been held, under the reported facts, not to have been a "candidate at or before the election" of 27th March, when he resigned so late as the 23rd or 24th March, the writ being issued on the 21st, passes my comprehension.

This is a point on which the able criticism of yourself and your learned correspondents may be usefully exercised. For my part, I regret that it has not been decided by special case, by consent, in a superior court. One thing is perfectly clear: the Act, as usual, could be more explicit.—Your obedient servant,

CHARLES E. LEWIS.

14, New Boswell-court, Lincoln's-inn, Sept. 1, 1857.

PRACTICE IN CHANCERY.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Allow me to call the attention of your readers to the following anomalies in the practice of the Court of Chancery:—

1. A defendant has fourteen days to answer, but if, having put in an insufficient answer, he submits to exceptions, he has actually a longer time to answer than he had originally—viz. three weeks from the submission.

2. That, although a defendant is bound to answer within fourteen days, a plaintiff has six weeks within which to except to the answer.

3. That, from the fact of a voluntary answer being obliged to be put in within twelve days from appearance, and interrogatories not being required to be filed till sixteen days after service of the bill, it may, and, indeed, has happened, that the time for the voluntary answer expires before the plaintiff is bound to file interrogatories.—I am, Sir, your obedient servant,

Sept. 2, 1857. A SUBSCRIBER.

Review.

The New Practice of the County Courts, &c. By JAMES EDWARD DAVIS, Esq., Barrister-at-Law. Butterworths. 1857.

The Practice of the County Courts. Second edition. By HERBERT BROOM, M.A., Barrister-at-Law. *With the Practice in Insolvency, and under the Protection, &c., Acts.* By LEONARD SHELFORD, Esq., Barrister-at-Law. Maxwell. 1857.

We confess to having nursed a gentle hope that we had performed our duty in the matter of county court practices, so far as the year 1857 was concerned. The courts themselves, though in a general point of view highly interesting, are scarcely so in the details of their practice. And except within the narrow limits of the County Court Acts themselves, the principles on which their procedure is or should be based, are those which obtain in all other courts of justice. We, therefore, prayed that our notices of Messrs. Archbold, Lloyd, Morgan, Pollock, and Nicol might suffice.

> "Now our weary lips we close—
> Leave us, leave us to repose."

It was not, however, so to be. The two works of which we have prefixed the titles have for some time challenged our inspection; and we address ourselves to the task the more willingly, that we have ourselves somewhat to say about the county courts, which is not to be found in these or in any other treatise; for we defy the most industrious workman to keep pace with the national manufactory, which coins law with the rapidity of the Mint, and spoils your page before the printer's ink has fairly dried on it. But let us first tell our readers what we think of these two fresh candidates for the favour of the profession.

Mr. Davis has written under considerable difficulties. Not long ago he published a "Manual on County Court Practice," with which he combined an essay upon the law of evidence.

At the time of the passing of 19 & 20 Vict. c. 108, the stock, it would seem, had not sufficiently diminished to render it prudent, commercially, to withdraw the Manual previously written from circulation. And yet we doubt whether that plan would not, in the end, have proved the wisest one; for we learn from the preface to the work before us, that it is both intended as a *supplement* to the "Manual of Practice and Evidence," and as a self-contained and sufficient manual for such purchasers as may prefer to look at it in that light. Now, to supplements of all kinds we have an especial aversion; and, of all the race, we consider that which is appended to a book of practice the most noxious. What! shall we toil and labour in the "Manual" to learn that a notice is to be signed by A.; and then, a week after it has been delivered, be told by the "Supplement" it is to be signed by B.? And yet, such is the nature of the disappointments which must wait on those who buy both of Mr. Davis's works. And there is not only much danger of committing mistakes, but it is intolerable to the reader that the labour and responsibility of comparing enactments, and drawing therefrom the proper conclusion, should be shifted to his own shoulders from those of the author—their proper bearer. On the other hand, to buy the Supplement without the Manual requires more faith than is usually given to man. An uneasy feeling constantly pervades the mind, that the author, in his care for the recent enactments, has omitted something of moment which is to be found in the larger treatise. And this state of mind is further irritated by seeing (as in the Supplement before us) "See Manual of Practice and Evidence, 2nd edit., pp. —," perpetually repeated. This being our opinion, we do not care further to speak of Mr. Davis. We neither approve nor condemn the way in which he has executed his task, because we think the objections above stated are fatal to the usefulness of the whole design.

Mr. Broom was either more fortunately situated with regard to unsold copies of his former edition, or he agrees with us, and the old adage, as to the difficulty of sitting upon two stools. Here, indeed, we have, instead of only half a work, two separate works by a pair of authors in a single cover. It is something quite of modern invention (except so far as Reports of Cases are concerned) this method of auctorial partnership—at all events, where the names of the members who compose the firm are honestly disclosed. Sometimes the division line of labour is carefully veiled; but, occasionally, all is above board; and, in the present instance, the reputation of either author is so high that neither need blush at his companionship. If the Reader at the Inner Temple is well known as a scientific and thoughtful jurist, Mr. Shelford is also recognised as the best editor of an Act of Parliament now amongst us. And we doubt whether any work could appear with greater promise, than one published under their joint auspices.

The expectations which we justly formed have been, in a great measure, realised. We think, that, on the whole, and for general purposes, the present County Court Practice is the best that has hitherto appeared. It is a great comfort not to be obliged to carry about a library; and here it all is in a single volume; not merely a very fairly complete treatise on the matters for which these courts were primarily established—viz. the recovery of small debts and demands—but the different jurisdictions which subsequent Acts have heaped upon them in profusion are here sufficiently detailed. We own that we should ourselves have preferred these latter to have been chronologically arranged, rather than that any attempt should be made to classify what has been the result of the merest chance. There is no reason, for example, that we can see, why the Chapter on the proceedings under the Merchant Shipping Consolidation Act, 1854, should precede that which describes those under the Mercantile Marine Amendment Act, 1851; or why the Succession Duty Act of 1853, should divorce two statutes of the respective years of 1856 and 1855.

How strangely characteristic are these tribunals of the manner in which most of our municipal triumphs—nay, our constitution itself—have been painfully elaborated by successive changes and the additions suggested by experience. When Lord Brougham was manfully struggling to establish his favourite scheme for providing local, and consequently cheap, justice for the defrauded tradesman or helpless workman, did it ever enter his head that the same machinery would be made applicable to such a various jurisdiction as these courts now possess. We doubt whether any but those who have studied it with some pains, are at all aware of the extent of this variety; and an enumeration of the subjects now intrusted to the county court judges will form, perhaps, the most interesting result that we can produce from materials in part afforded by the books under consideration.

In addition, then, to the jurisdiction originally bestowed upon them in 1846, in reference to the recovery of small debts and demands, the judges of these tribunals have now, under 10 & 11 Vict. c. 102, to hear the petitions of insolvent prisoners confined in country districts, and the petitions of those who apply for relief under the Protection from Process Acts; and also cases arising against judgment debtors, under 8 & 9 Vict. c. 127. By the Absconding Debtors Arrest Act, 1851 (14 & 15 Vict. c. 52), they are enabled to arrest such debtors till a *capias ad respondendum* can be obtained, in due course, from a judge of the superior courts. The Industrial and Provident Societies Act, 1852 (15 & 16 Vict. c. 31), conferred upon them power to adjust disputes between such societies and their members; and by the Succession Duties Act, 1853 (16 & 17 Vict. c. 51), a similar authority was given them in disputed assessments under that statute. The same year laid on them duties under the Customs Act (16 & 17 Vict. c. 107), and as to Charitable Trusts (16 & 17 Vict. c. 137). In the year following they were visited with the Merchant Shipping Act (17 & 18 Vict. c. 104), the Literary and Scientific Institutions Act (17 & 18 Vict. c. 112), and the second Common Law Procedure Act (17 & 18 Vict. c. 125). In 1855 the execution of judgments of the Stannary Courts below £50 was intrusted to them by 18 & 19 Vict. c. 32; and also the settlement of disputes occasioned by the Nuisances Removal Act for England (18 & 19 Vict. c. 121), and by the Metropolitan Building Act (18 & 19 Vict. c. 122) of the same year. Last year they got off cheaply, being only saddled with the winding up in certain cases of joint-stock companies (19 & 20 Vict. c. 47); being authorised to use the machinery of the summary procedure on bills of exchange and promissory notes in cases where the amount due falls within the limit of their £50 jurisdiction (19 & 20 Vict. c. 108, s. 4; Order in Council, 30th of January, 1856); and being enabled to receive acknowledgments from married women (19 & 20 Vict. c. 108, s. 73). In the session which has just concluded, as we have above intimated, their services will now be also required to carry out the new scheme for proving wills and administering the estates of intestates; it being enacted by the 54th section of the Act "To amend the Law relating to Probates and Letters of Administration in England" (20 & 21 Vict. c. 77), that, where a testator or intestate had, at the time of death, his fixed abode in one of the districts specified in the schedule to the Act, and his personal estate, in respect of which probate or letters of administration are to be granted (exclusive of what he had as trustee, and not beneficially, but without his debts), is under £200, or his real estate (if any) is under £300, the judge of the county court for the place where such abode shall be, shall have the contentious jurisdiction and authority of the "Court of Probate," established by the Act in respect of questions as to the grant and revocation of probate or letters, in case there be any contention in relation thereto.

In regarding this vast field of jurisdiction, it is not easy to avoid the reflection, that, when county courts were first established, the arrangement of districts, of judges, and of officers was on far too large and expensive a scale; or else that the primary object of their invention must now be very inefficiently performed; or else that the array of statutes above cited have been passed in order to meet cases so rarely occurring in actual practice, as not to require the interference of the Legislature. We are inclined to fear that the *second* is the true solution of the question; and that, though much justice is done in these courts, it is, (chiefly from the judges being overworked), of that rough sort which scarcely befits the polished age in which we live. The remedy for this is, a re-distribution of districts; an increase in the number of the courts, and the frequency with which they are held; and, above all, the discovery of some means to draw the decisions of the judges more prominently and more cheaply, under the superintendence of Westminster Hall.

Judicial Business Report.

JUDGE COLERIDGE'S EVIDENCE ABRIDGED.

(LORD CAMPBELL in the chair).

What would be your opinion with respect to the Welsh counties; would you be for grouping the counties, and holding assizes at one place for several counties?—I should think it the best thing to be done if the thing is possible.

Are you aware that that was thought of by the Commission of 1828, and that the circuits were arranged by the then Mr.

Justice Bosanquet, and that there was such an outcry on the part of the Welsh gentry that they were forced to abandon it?—I am aware of that fact, and that was in my mind when I said, if it were possible.

Are you of opinion that twelve judges would be competent to transact all the town business, supposing the circuits could be altered so as to embrace six; or any other scheme might be adopted by which fourteen judges or fifteen judges would not be wanted for the circuit? Are you of opinion that the town business could not be transacted in a satisfactory way?—I think before one answers that question, you must determine what you mean to be the ordinary number of judges sitting in Banco.

That would of course necessitate the ordinary number of judges sitting in Banco to be three?—Then, I must say, I think that that would be a very objectionable change. No doubt three, or even two judges may dispose of a great deal of the business of the court as well as four, and perhaps more rapidly; but I think that in all difficult cases it is better to have the mind of four than the mind of three, and, according to my observation and experience, it is found that three judges hardly decide with so much consideration, and they differ with greater readiness than four judges do. This is not unnatural. The doubts or difference of one are adhered to with less misgiving as against the opposite judgment of two than of three minds; and there is, on the other hand, less chance of there existing a scruple in the minds of two than of three. Every judgment which is pronounced with a difference of opinion has not only less authority in itself, and gives less satisfaction, but is almost certain to lead to an appeal or a writ of error in the Court of Exchequer Chamber, which is a great evil; where you gain time in one step, you lose it in another.

Then, if the number of four judges were continued as the normal number to sit in Banco, you think that the business in London could not be accomplished by twelve judges?—I do not think it could, satisfactorily. Besides, I quite agree with the letter which I have been reading of the late Mr. Baron Alderson, that people out of the profession have not ordinarily the least idea of what the chamber work is; how very important it is, how much of it there is, and what it has grown to.

The fact is, that a great deal of business is now transacted at chambers which formerly used to occupy the full court?—An immense deal; and there is this to be remembered, that if your ordinary number of judges in Banco is three, you will be constantly sitting with only two; as we often now sit with three, the ordinary number being four.

You make no provision for the accidental absence or illness of one judge?—No; but it happens not merely from these causes: it occurs many days in the course of every term, from one judge being at *Nisi Prius*, and one going to chambers, or attending the Court of Criminal Appeal, which usually sits for two days in the term. With respect to the alteration of the times for holding the ordinary circuits, it will be important not to make the second circuit later in the year than it is at present. I have always remarked that the common jurymen, who, by a strange and unjust practice, are almost exclusively drawn from the small farmers and small tradesmen, and yet get no payment at all for their attendance in a criminal court, find it extremely inconvenient to have the assizes during the harvest; they complain very much now of being drawn away from the hay harvest, and to draw them away from the corn harvest also would be a very great additional evil in the agricultural counties.

Will you state your opinion upon the expediency of a third assize for civil business?—My opinion is certainly that it is not at all necessary. I think that the greater number of causes are tried now quite as soon as they ought to be from the time of their commencement. I have been very lately sitting much at chambers, and I do not think that gentlemen not in the profession are aware how very soon the smaller causes come to trial—within a month, or six weeks at the outside, from the time of the commencement the cause is very often over, and there is execution for the debt. And in the heavier causes, I am sure that there is extreme difficulty for the parties to get their pleadings at all into shape within the time allowed by the rules. I suppose that not one cause in a hundred occurs without repeated applications to a judge for more time. The number of special pleaders and pleading barristers who are in much of that kind of business is not very large, and, having lately sat at chambers a good deal, I should say that the attorneys really have great difficulty in getting their papers in time, either into or out of the hands of their counsel or their pleaders; and that very often amendments are necessitated and considerable expense incurred because the thing is done more rapidly, and therefore inconsiderately, than it ought to be done. Very often you cannot at once get the precise information you want; indeed, you hardly know at first what you will want; the first answer suggests a second question, especially when the cause turns on rights of way, rights of water, customs, or prescriptions, and matters of that kind; and thus in country causes two or three posts are lost out of eight or ten days, when nothing can be done. No careful pleader, I suppose, likes in such matters to let his pleading finally pass from him to the other side until it has been submitted in a finished state to his client. As to mere money causes, it should be remembered also that a great number of them come to London without waiting for the country assizes. Causes for debts come to London or Middlesex, where they are now tried at the sittings in and after term, at a smaller expense than they would be in the county town.

I venture to make this remark with respect to the number of judges and circuits, and, having perhaps less personal interest in it than any other judge, I may make it with the less scruple. I think it is not at all desirable that more work should be put upon the judges than they now have to do; this work being not merely that which the public see, but including a great deal of reading and writing of which the public know nothing but in its results. If you make it impossible for a judge to go into society, or to cultivate liberal pursuits, you not only do him harm, but eventually you do very considerable harm to the profession; and whatever is in this sense injurious to the profession is equally so to the public. What I say about judges, I say also with regard to barristers. I think that they should have their times of relaxation. It would be a great pity to keep the one or the other in town when all other society is out of town, and it would be a great pity to oblige them to go out of town when all other society is in town. If you deprive them of the means of improvement which social intercourse out of their profession and literature afford, you do them great injury, the consequences of which must be felt by the public; for you cannot prevent theirs being a powerful agency on society.

Have you seen the letter of the late Mr. Baron Alderson to Mr. Gladstone?—I have been reading it since I came into the room.

Do you think that his scheme is a practicable measure—viz. to have three associated judges with a vested right to be appointed?—I must say I think it is utterly impracticable. I do not think it would work well.

Coadjutor judges?—Coadjutor judges. Of course I do not mean to say that a Queen's counsel or a serjeant who is upon the circuit does not try his prisoners as well as a judge; but he is not often thought to do so by the parties most concerned and the uneducated standers-by; much, too, of that external circumstance which impresses them is lost, and it is not at all satisfactory, I think; and for a person to have acquired a vested interest in a judicial situation by an appointment of that kind, while he is still practising as a barrister, would be full of evil.

Has the business to which the judges have to attend in London much increased of late years?—No. Speaking for myself, I should say that my work is lighter now than it was for the first seven or eight years after I was appointed judge. My case may be peculiar, for we had in our court an immense arrear of business when I first came there.

Does the time occupied in court and in chambers combined amount to a larger extent of time than it did twelve or fourteen years ago?—I do not think it does; it is rather that the quality of the business has altered than the quantity. At that time we had a great deal of work at chambers, which consumed time, and was wearying, but was almost ministerial, if I may say so, which other persons might have done quite as well as the judges. Now we have, I think, a good deal of work at chambers, some of which had much better be done in court than at chambers, where we have not the help of the bar. It is something, too, that we have no public with us at the time.

Are you of opinion that your business as a puisne judge has diminished of late years?—Yes; I think it has in this respect. We are very much relieved in the Court of Queen's Bench from what we had for a great number of years—viz. long post-terminal sittings.

We understand you to think, that, without considering the circuits at all, there ought for the London business of all kinds to be fifteen judges?—I think so.

That turns upon your opinion, that there ought always to be four in Banco?—To a great extent it does, and I think that should be the ordinary number. There is no evil in an occasional departure of one judge; three go on for a time probably

quite as well as the four, but if you have three as the ordinary number, beside the objection to the reduction in itself, it will be equally likely to be reduced very often to two. I attach some importance to bringing all the banc business, if possible, into term. I think it would be done much more regularly, and with more despatch, if it was all done as part of the term business, instead of there being sittings after term in error. I would lengthen each term for the purpose of bringing into it the whole business. This business would be transacted as a part of the regular business, and would be done more satisfactorily; besides which, we should always secure the attendance of the Chief Justices and Chief Baron, to which, I confess, I attach very great importance. Whatever tends to increase the authority of decisions by the Court of Exchequer Chamber tends to diminish writs of error to the House of Lords, and so diminishes delay and expense in litigation. All the error business should be in term, and the business of the Court of Criminal Appeal should be in term—every thing should be done in term on which the judges sit in banco. In addition to the reasons for this already suggested, I should wish to add one of considerable importance—the convenience of the bar, whereby you advance the interests of their clients. *Important* business in banco and at *Nisi Prius* ought not to be going on at the same time, especially in places so remote as Westminster and Guildhall, if you wish clients to be at all secure of the attendance of the counsel whom they have selected, and in whom they trust, and without whose help they do not believe that their cases have been satisfactorily heard. This rule would be much more nearly observed according to my suggestion, and counsel would have little excuse either for being absent or unprepared when their case came on.

Registration of Titles Report.

SUGGESTIONS BY MR. COOKSON.

An accurate and perfectly secure system of land transfer, which shall at the same time be simple, expeditious, and cheap, will be a valuable acquisition to the owners of land in this country, and a boon to the public at large.

If simplicity, expedition, and accuracy can be carried to the extent of giving to a purchaser of land, *immediately*, a simple and absolutely safe title, at a comparatively trifling expense, great additional value will be conferred on land.

It is believed that such a system of land transfer may be contrived, and an attempt will be made to show how by means of a register.

It will probably be admitted to be impossible, having regard to the enormous expense and delay of such a proceeding, and of the danger of acting on *ex parte* evidence, to ascertain finally and conclusively, so as to bind all the world, by means of Commissioners or otherwise, the present state of title to and ownership of every piece of land and every incorporeal hereditament in the kingdom, as a preliminary to a simple system of land transfer.

If it were possible to do this, and if every owner in fee could be registered as owner, and if, in all other cases, trustees, to be named by the parties interested or by the Commissioners, could be registered as owners, a simple system of registration might be commenced, embracing at once all the land in the kingdom; but such a proceeding is assumed to be practically impossible.

It is also assumed that no plan will be acceptable which shall interfere with, or directly or indirectly enlarge or abridge, existing estates, rights, or interests in land, whether in possession, reversion, remainder, or expectancy. Whatever quantity or quality of estate, right, or interest any man may have in land when a new system of land transfer comes into operation, he must have afterwards, until, by some act or default of his own, he alien or lose it.

In the investigation of titles to land three important questions arise:

First,—Do the title deeds disclose a clear title to the lands described in them?

Second,—Does that description of the lands comprise all the lands intended to be dealt with?

Third,—Is the actual possession or occupation of the lands consistent with the title as disclosed by the deeds?

For it must be obvious that though the deeds may show a clear title in A. to the lands described in them, these may not be the lands intended to be dealt with; and when the first and second questions are answered in the affirmative, yet, unless the person in possession is holding as the tenant of A., or such possession is shown to be consistent with the title of A., the title cannot be safely accepted.

In the absence of any special restriction in the contract for sale the purchaser is entitled to expect that a clear title, showing all the dealings for sixty years past, with all legal and equitable interests in the land, will be deduced. Experience has shown that ordinarily the deduction of a title for sixty years is necessary to give a purchaser a reasonable assurance that he may peaceably enjoy and safely sell what he has bought and paid for.

A title for the requisite period being deduced to land which *may be* that which the purchaser has bought, it must be shown that *it is* the same; the identity must be established. He must also ascertain that the *possession* of the occupier is the possession of the vendor.

The bulk of the expense incurred by both vendor and purchaser is generally occasioned by the deduction and investigation of the title for sixty years, as that title appears on the title deeds; and it is to the simplifying of the evidence of this sixty years title that attention must be directed.

Under the present system, if A. purchase an estate, and investigate, at great expense, the title to it in the most careful and searching manner, with the assistance of an experienced solicitor, aided by the advice of eminent counsel; and if A. afterwards sell or mortgage the estate to B., all the expense of investigation of title which was incurred for A. has to be incurred for B.; and there is no way of preserving or continuing, for the benefit of B., the labour of A.'s solicitor and counsel. For there is no evidence on which B. can rely, that A.'s solicitor has seen all the deeds, or that an accurate abstract of them has been laid before counsel, or that serious objections to the title may not have existed, which have been overlooked or waived for a pecuniary equivalent, and so on.

And thus it frequently happens that eminent contemporaneous counsel have before them successively the same title to advise upon, at longer or shorter intervals, in the course of their professional career.

Again, a large estate held under one title may be divided for sale into a great many lots, the purchaser of each lot has his own solicitor by whom the title is to be investigated on his behalf. An abstract of the title is delivered to each purchaser, and there may thus be fifty different solicitors, assisted by fifty different counsel, engaged at the same time in the investigation of the same title to the several lots into which one estate has been divided; and sometimes the same counsel is consulted again and again on the same title. In this case there is an advantage to the counsel, but the expense to the purchasers is not diminished.

In the present state of the law, land is capable of being limited to successive persons for life and to unborn persons in remainder, and in various other ways; and charges may be created upon it, for jointuring widows and portioning children, and for numerous other purposes; and no desire is felt to restrain or limit the power which an owner now possesses over his land. Indeed, the desire would rather be to increase his powers and facilitate their exercise.

Stock also is capable of being settled on successive persons for life, and on unborn persons in remainder, and in various other ways; and charges may be created on it, for jointuring widows and portioning children, and for various other purposes. In such cases the stock is transferred into the names of trustees, who hold it on the trusts declared by a separate instrument; but the instrument is not noticed in the transfer books; and the trustees, if not restrained by distringas, may at any time sell the stock, and the purchaser will have a good title to it against all the world.

It has been frequently objected that any system of transfer of land, in any degree resembling the transfer of stock, would open a door for fraud; and that, under such a system, estates, when in settlement, may be lost altogether by the misconduct of the trustees.

An objection of this kind must not be disposed of by *à priori* reasoning, and if it be weighed in the balance of actual experience, it will probably be found very unsubstantial.

Under the present system, nearly all well-drawn settlements of landed estates in this country contain clauses empowering the trustees to sell the estates, and to invest the purchase money in other estates to be settled to the same uses. The power is usually to be exercised with the concurrence of the tenant for life, if living, but if dead, at the sole discretion of the trustees; and in either case the purchase money remains under the control of the trustees until reinvested in the purchase of land.

And it must not be forgotten that a very large portion of the land in this country is in mortgage; and that, inasmuch as, under the present system, a mortgagee usually has a power of

sale, which he may exercise without the concurrence or knowledge of the mortgagor, nearly all the land in mortgage is, and has long been, in the position in which it is alleged that land cannot be safely placed! Experience has shown that the power of sale vested in the mortgagee is very rarely abused, and it is uniformly given without hesitation.

It is further to be observed, that a very large proportion, probably two-thirds, at the least, of mortgages on land are held by persons who are merely trustees of the money, and have no beneficial interest in it. There can be no doubt that many millions of money are at this moment invested on mortgage where the mortgagees are trustees under settlements or wills, and have no beneficial interest in the money. Such mortgagees are, in fact, trustees of the land subject to the mortgage for one party, and trustees of the fund secured by the mortgage for another; and the land and the money are both unhesitatingly placed in the position in which it is alleged that land cannot be safely put.

Neither must it be forgotten that there are nearly £800,000,000 of money in the funds, of which a full proportion (probably one-half) is already in the position in which it is alleged that land cannot be safely placed; and that millions on millions represented by shares in railways, and canals, and docks, and other public companies are similarly circumstanced. What has been found practically safe for them, cannot, it is presumed, be otherwise than safe for land.

But, in addition to all these considerations, the system of distringas, subsequently recommended to be applied to land transfers, will completely protect the landowner from injury. It will be his own fault if he ever suffer under the proposed system from abuse of power by a trustee or mortgagee.

It is proposed that an office shall be opened for receiving, classifying, indexing, and filing all transfers of land. That there shall be an index for each county, and an alphabetical index for all the parishes in each county; with an alphabetical index for each parish, to contain the names of all persons who shall register transfers of land in that parish. That, on and after the day named, where any dealing with land takes place by a person entitled to or having power over the whole fee-simple, a transfer shall be executed, conveying the whole fee-simple to one or more persons absolutely. That such transfer shall be on parchment in original and duplicate, in a simple printed form, and shall express the true consideration, and shall transfer the property described in the schedule to the purchaser, or mortgagee, or trustees, who shall thereupon become the registered owner. That both parties shall sign the instruments, in order that the signature of the purchaser may be on the register as a check on any future transfer by him. That both parts shall be lodged at the Transfer Office, and compared with each other there, and that the duplicate shall be filed and entered in the index, and the original returned, stamped as registered to the registered owner; or the original may be filed and the duplicate returned. That it shall be competent for, if not obligatory on, parties to add a map to the schedule, for better describing the lands. That the validity of the title of the first registered owner shall depend, as it does now, on the validity of the title of the party making the transfer; so that the first registered owner must investigate the title—the legal and equitable title—as he does now. That when the first registered owner shall afterwards sell to another, say at the end of ten or twenty years, the purchaser will see on the register the evidence of the title for the ten or twenty years, and for that time he will require no other evidence of ownership than the register; but as a title for ten or twenty years only will not satisfy him, he must carry back his investigation beyond the commencement of the register, to see that the first transfer was made by a party duly authorised—legally and equitably authorised—to make it.

When, under this system, land shall have been transferred for fifty or sixty years, there will be a sufficient title on the register, and thenceforward the registered ownership alone will be referred to; and in the meantime, every year will bring a purchaser nearer and nearer to this result, and year by year the expense attending the transfer of land will be diminished.

The system of restraining transfers of stock by distringas should be adapted to restraining the transfers of land; and it will be desirable that the registrar himself, or the assistant registrar, should be the officer by whom the restraint shall be authorised, and not as at present an officer of the Court of Chancery; and that the registrar or assistant should himself enter the restraint in the index.

It may be objected, that, under the proposed system, a mortgagee would have power to sell the mortgaged estate. The answer to this is, first, that under the present system the mortgagee usually has the legal fee vested in him with an absolute power of sale; and, secondly, that the mortgagor may lodge a distringas, which will prevent a sale without due notice.

Under this system equitable mortgages may be created with facility and dispatch. An equitable mortgagee may obtain a distringas if he hold a simple undertaking of the owner to grant a mortgage when required.

Provision must be made for devises, where the whole ownership is not devised to one or more persons, either beneficially or as trustees. The executors may, in such cases, be registered as owners, and a distringas may be lodged for the protection of the parties beneficially interested.

In cases of intestacy, it is not proposed that the registrar should decide on claims of heirship; such claims must be referred to the courts of law or equity, where conflicting claims are preferred, and a purchaser from an heir would require satisfactory evidence of heirship; judicial advertisements for heirs might be inserted in the *Gazette*, and the claim might be referred to the registrar, and, after judicial publication of his report, the claimant's title might be held good, unless questioned within a limited period.

A separate register would be kept of leases, except occupation leases for terms not exceeding twenty-one years, and a note should be made in the entry of the absolute ownership, referring to the lease register to give notice of its existence. A building lease for ninety-nine years is subject to as many dealings during its continuance as the fee-simple during the same period, and should therefore be registered under a distinct head.

Separate entries would be made on the register of absolute ownership of all fee-farm rent-charges, and other incorporeal hereditaments, and reference would be made to them on the register of the ownership of the land.

It has not been thought necessary, for carrying out this plan, to suggest any alteration in the existing system with reference to crown debts and judgments, though that system is susceptible of great improvement. The present plan of registry of crown debts and judgments may be continued; or the register may be transferred to the land registry. It would, however, tend to greater simplicity, if a distringas were required in order to render a crown debt or judgment debt a charge on land.

The system will have the effect of keeping all family arrangements from the public eye, as all family arrangements with respect to stock are kept from the public eye. But, as a further protection against impertinent curiosity, it may be prudent that no search should be permitted, or information given, except on a request in writing from a solicitor, stating why and for whom he applies, similar to the request to the Accountant-General of the Court of Chancery for information as to the state of accounts.

The advantages expected to result from the proposed system are, that without any additional expense to the landowners the whole land of the country will gradually, but certainly, come upon the register; and that eventually the only title to land which a purchaser can require will be a succession of simple transfers, such as have been described, to be found on the register.

It may be objected that the effect of this scheme would be to make all interests liable to be litigated equitable interests, and to compel all litigants respecting land to resort to the Court of Chancery. To this objection an answer is suggested by the Report of the Commissioners appointed by her Majesty to inquire into the process, practice, and system of pleading in the Court of Chancery. In that document the following remarkable passages occur:—

"The mischiefs which arise from the system of several distinct courts proceeding on distinct and in some cases on antagonistic principles are extensive and deep rooted."—"It happens that, in many cases, parties in the course of the same litigation are driven backwards and forwards from courts of law to courts of equity, and from courts of equity to courts of law."—"It is obviously most desirable that in every case the court which has the cognizance of the matter in dispute should be able to give complete relief."—"We have arrived at the conclusion, that, without abolishing the distinction between law and equity, or blending the courts into one court of universal jurisdiction, a practical and effectual remedy for many of the evils in question may be found in such a transfer or blending of jurisdiction, coupled with such other practical amendments as will render each court competent to administer complete justice in the cases which fall under its cognizance. We think that the jurisdiction now exercised by courts of equity may be conferred upon courts of law, and that the jurisdiction now exercised by courts of law may be competent to administer entire justice without parties in the one court being obliged to resort to the aid of the other."

The plan, so far as it has yet been explained, is one of slow operation, and it will be a long time before titles can attain the simplicity which is aimed at by its operation. But if for any reason a landowner desire to be entered on the register with a warranted title, as when contemplating the sale of land subdivided into numerous lots for building purposes, he may apply to the registrar to have his title investigated by counsel and solicitor, to be named by the registrar, and if the title be found perfectly marketable, the owner may be entered on the register as owner, with a warranted title. The owners in such cases will of course pay all the expenses incurred in the investigation of the title, and a fee on registration, as a premium for the warranty.

An apprehension has been expressed that the index would become wholly unmanageable in a very few years, but this apprehension is not well founded. The indexes of the public funds are so far from being unmanageable, that there is absolutely no difficulty in finding, in a few minutes, any account which may be asked for; and the indexes to the public funds are simply alphabetical lists of all persons in whose names any stock is standing. And there is no subdivision; whereas in the proposed indexes for land-transfer there will be a separate index for each county, and that index again will be subdivided into parishes; so that if a person wishes to ascertain whether A. is possessed of any land in any parish, he will merely have to search the index of that parish under the letter A.; and if the landowners of the most populous parish in England were to be arranged alphabetically, there would be very little difficulty in finding the individual name.

It would, moreover, be very easy to subdivide the index of each letter, by classifying not only by the first letter of the name, but by the first vowel in the name, as, for instance, "Throgmorton" would be found under the letter "T.," and the subdivision "T. o." This system is observed with advantage by the Bank of England.

An objection has also been started, that the discussion and inquiry which would frequently arise on the rights and interests of parties having stop-orders would occasion the same expense as now.

This objection is not well founded. Under the present system not only have all parties legally and equitably interested in land to adjust their respective claims, but all the successive purchasers and mortgagees of that land for fifty or sixty years to come have, in their turn, to see that those claims were properly adjusted. Under the proposed system the purchaser or mortgagee would have nothing whatever to do with these questions. Whilst a "stop" exists, the land will be tied up, and when the "stop" is gone, the land may be transferred. The equities under stop-orders or distringases are adjusted once and for ever, and leave no stain or incumbrance on the title; but equities under the existing system live for half a century, and obtrude themselves upon every one who, during that period, may have to do with the land.

A question remains to be mentioned which has not yet been here alluded to, but which has been much discussed with reference to the registration of assurances. Shall the registry be central or local, or both central and local? Or, to put the question more accurately, shall there be

One central registry for the whole kingdom; or,

Several central county registries for the several subdivisions of the whole kingdom; or

One central registry for the whole kingdom, with branch offices in the principal towns throughout the kingdom?

A central registry for the whole kingdom would, of course, be established in the metropolis; central county registries would probably be in the largest, or most central, or most generally accessible town in the county.

The advantages of a metropolitan registry over county registries appear to be many and manifest.

1st. Under a metropolitan registry a uniformity of system throughout the whole kingdom would be established, which would hardly be attainable, or, at any rate, maintained, in several county registries.

2nd. One metropolitan registry would be much less expensive than from fifty to sixty county registries. For in each county registry there would, necessarily, be an efficient registrar, and a deputy competent to discharge the duties of the registrar during his absence, from illness or other inevitable cause.

3rd. It is believed that one metropolitan registry, under the superintendence of a registrar of high professional attainments and experience, and efficient deputies and subordinate officers, would inspire more confidence into the land owners of the country than several county registrars would do.

4th. The registers of judgments, bankruptcies, and insolvencies must, necessarily, be metropolitan.

5th. The suggested system of distringas will be more efficiently worked, and uniformity of practice will be more securely preserved, in one metropolitan registry than in numerous county registries, and on the efficiency of the distringas will in a great measure depend the efficiency of the whole system.

6th. A metropolitan registry would be less expensive to parties employing solicitors resident in the country. Every solicitor in the country, without exception, has an agent in London with whom he is in daily confidential unreserved communication, and no additional expense, or the smallest additional expense possible, is incurred by the client by reason of the employment of a London agent. The remuneration of a solicitor is on a fixed scale, and, as to the business transacted by the agent, the remuneration is divided between the agent and country solicitor. They are, as regards the particular transaction, very much in the position of partners residing in different towns. Through his London agent, therefore, the country solicitor might obtain from the metropolitan registry all the required information, at the same cost to the client as if the registry were in the town where the country solicitor practised. But the country solicitor rarely has a confidential agent in any other place than London, and if he did not reside in the register town he would be obliged to employ a local solicitor, or to make a journey to the registry for the purpose of search or registry, and it would often happen, where secresy was desired, that he would find it his duty to incur the expense of a journey.

7th. With country registries it would constantly occur, that solicitors in distant parts of the country, as well as solicitors in the metropolis, would have no knowledge of the solicitors in the particular town where the county registry might be. Many of the solicitors in large practice in London have clients who are landowners in many of the counties in England, and they would be much inconvenienced and embarrassed by a system of county registries.

8th. The ordinary communication between London and country towns, to say nothing of the telegraph, is often much more rapid and regular than between one country town and another, and of course the postage of letters is the same whatever the distance may be.

Births, Marriages, and Deaths.

BIRTHS.

ABRAHAMS—On Aug. 30, at 27 Bloomsbury-square, the wife of Mr. Samuel B. Abrahams, Solicitor, of a daughter.

COLE—On Sept. 1, at Thurlestone, in Yorkshire, Mary, the wife of W. R. Cole, Esq., of 25 Westbourne-park, London, Barrister-at-Law, of a son.

WILDE—On Aug. 31, at 23 Gordon-st., Gordon-sq., the wife of Samuel John Wilde, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BLACKBURNE—GRAVES—On Aug. 25, at Monkstown Church, Dublin, by the Rev. the Provost, T.C.D., Edward Blackburne, Esq., Barrister-at-Law, son of the Right Hon. the Lord Justice of Appeal in Chancery in Ireland, to Georgina A., daughter of the late Robert James Graves, Esq., M.D., F.R.S., of Cloghan Castle, King's County, and granddaughter of Dr. Graves, late Dean of Ardagh.

BOWEN—BEARCROFT—On Sept. 1, at Hanbury Church, Worcestershire, by the Rev. James Bearcroft, rector of Hadsor, assisted by the Rev. Foley Vernon, James William Bowen, Esq., Barrister-at-Law, Middle Temple, to Charlotte Augusta, second daughter of the late Edward Henry Bearcroft, Esq., of Meer Hall, in the same county.

PARRY—ABBOTT—On Sept. 1, at Christchurch, St. Marylebone, John Humffreys Parry, Esq., Serjeant-at-Law, to Elizabeth Mead, second daughter of Edwin Abbott, Esq., of Dorchester-place, Blandford-square.

PECKHAM—ATTREE—On Aug. 27, at St. Stephen's, Canonbury, by the Rev. Francis B. Shepherd, M.A., of Frindsbury, Kent, Mr. Robert Peckham, of Serjeants'-inn, Solicitor, to Mary Ann, eldest daughter of Mr. W. O. Attree, of Rotherfield-st., Islington.

WEBSTER—SPRY—On Sept. 1, at St. Mary's, Cheltenham, by the Rev. Edward Walker, M.A., James Claude Webster, of the Middle Temple, Esq., and of Tenby, Pembrokeshire, to Georgiana Susan Hardcastle, youngest daughter of George Spry, Esq., late of Bath.

DEATHS.

BLOXAM—On Sept. 1, at Ventnor, James Mackenzie Bloxam, late of Lincoln's-inn, Esq., son of Robert Bloxam, of Newport, Isle of Wight, Esq.

JONES—On Aug. 10, drowned with his companion, Mr. E. J. Donaldson, by the upsetting of the latter's boat off Brighton, John Keysall Jones, Student of the Inner Temple, last surviving son of J. Jones, Esq., Barrister of the same Society, and of Notting-hill.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BROOKES, JAMES, Butcher, Whittington, Gloucestershire, £100 Consols.—Claimed by JAMES BROOKES.

BROOKES, JOHN, Farmer, Whittington, Gloucestershire, £100 Consols.—Claimed by JOHN BROOKES.

COLQUHOUN, LOUISA, wife of WILLIAM LAWRENCE COLQUHOUN, Esq., Clathick, near Crieff, Perthshire, £100 Consols.—Claimed by LOUISA COLQUHOUN.

Drake, Thomas Tyrwhitt, Esq., Shardlives, Bucks, £30 : 2 : 8 New 3 per Cents.—Claimed by Rev. John Tyrwhitt Drake and Thomas Tyrwhitt Drake, surviving executors.

Fryer, Frederick William, Esq., Elm, Cambridgeshire, William Robert Chapman, Esq., Leadenhall-st., and Edward Jackson, Gent., Wisbech, Cambridgeshire, £623 : 7 : 11 Consols.—Claimed by Frederick William Fryer, William Robert Chapman, and Edward Jackson.

Gamby, Elizabeth, Spinster, Luton, Beds, £62 Consols.—Claimed by Hannah Gamby, Spinster.

Harvey, Josiah, Merchant, Grand Junction Wharf, Whitefriars, £30 Annuities.—Claimed by Josiah Harvey.

Mackenzie, Alexander, Tailor, Oxendon-st., £150 Consols.—Claimed by Eleanor Mackenzie, Spinster, the executrix, an insolvent, and George Weiler, the assignee of her estate.

Montefiore, Moses, Gent., New-ct., St. Swithin's-la., and Judith Montefiore, his wife, £30 New 3 per Cents.—Claimed by Moses Montefiore (now Sir Moses Montefiore, Bart.), and Judith Montefiore, his wife.

Mules, John William, Gent., Ilminster, Somerset, £181 : 2 : 5 Consols.—Claimed by Rev. John Hawkes Mules, the administrator.

Scott, Thomas, Labourer, Holyport, near Maidenhead, Berks, £25 New 3 per Cents.—Claimed by Robert Manners Scott, the administrator.

Webb, William, Brewer, Alton, Hants, deceased, £211 : 7 : 3 Consols.—Claimed by Jane Cole, wife of David Cole, formerly Jane Webb, Widow, the administratrix.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

Blanchard, John (who died on Feb. 6, 1817), Farmer, late of Ince Blundell, Lancashire.—Next of kin to come in and prove their claims on or before Sept. 29, at office of the Registrar for the Liverpool District, 1 North John-st., Liverpool.

Hulme, George (who died intestate on Dec. 17, 1813), Oil and Colourman, late of 328 Strand, and likewise of 48 Essex-st., Strand.—His heir at law and the next of kin to apply to Mr. Henry Clark, 3 Kimpton-rd., Church-st., Camberwell.

Legg, Elizabeth, late of Rington, near Bristol.—Her next of kin to apply to "B. C.," care of Mr. Adams, Advertisement and Passport Office, 9 Parliament-st., Westminster, S.W.

Money Market.

CITY, Friday Evening.

Fluctuations in the English Funds have been of daily occurrence during the week. They have been confined to very moderate limits, and result in an improvement of about ¼ per Cent. In the month of August, operations in consols terminated in a fall of 1¼ per Cent. in addition to that which occurred in July. Money has been in active demand for the payments of this day, and the supply has been, and continues, sufficient. The amount of specie shipped by the Indus, for China and India, is £696,025. The bullion in the Bank has experienced a reduction of about half a million in the course of the month.

From the Bank of England return for the week ending the 29th August, 1857, which we give below, it appears that the amount of notes in circulation is £19,324,175, being an increase of £115,570, and the stock of bullion in both departments is £11,500,587, shewing an increase of £270,456 when compared with the previous return.

Letters from Paris mention that M. Auguste Thurneyssen the well-known banker, and one of the directors of the Crédit Mobilier has been declared by the Tribunal of Commerce liable for the debts of his nephew M. Charles Thurneyssen who failed for more than £600,000, and absconded in May last. This judgment is on the ground that a partnership was regularly formed between these persons in 1837, that it has been continued without interruption, and never regularly terminated. The Council General of the department of Herault have passed resolutions in favour of a revision of the French Customs tariff, and suggest that the present excessive duties should be reduced to rates which would permit foreign competition to stimulate French industry. They compare the rate of duty levied on certain articles by Napoleon I. with the present rate, and point out the enormous augmentation fixed by the decree of 1853.

From all parts of Europe the harvest is reported excellent. The countries around Danzic and Stettin have finished their gathering most satisfactorily, and it was proceeding very favourably in the neighbourhood of Rostock. Advices from Odessa say that the progress of the harvest had brought business to a perfect calm. At Galatz, Ibrail, and Taganrog similar effects were in operation. In Mark-lane the price of wheat has not materially varied during the present week.

The half-yearly meeting of the Great Northern Railway Company, held last week, was of unusual importance. V. C. Sir W. Page Wood has lately decided that dividends cannot be declared by this company except on the footing of paying the preference shareholders a full dividend for a whole year. The directors, being advised by the Attorney-General that they cannot obey the injunction of the Vice-Chancellor without violating the Act of Parliament, and, further, that the present meeting ought to be adjourned, so as to allow the Vice-Chancellor's opinion to be submitted to the Court of Appeal, proposed to adjourn accordingly, without declaring any dividend. A discussion, attended with great confusion and uproar, and without any regard to order, succeeded; but at last a statement by the chairman, Mr. E. Denison, M.P., preparatory to moving the adjournment of the meeting, was allowed to be heard. He spoke with great confidence of the progressive prosperity of the railway; alluded to the increase of traffic as being well known; and stated, that, but for the unfortunate dispute between the preference shareholders and the general shareholders, arising out of Redpath's frauds, a better dividend would have been paid than had ever been received at this time of the year. And with respect to the value of the property, he said, it is as good as ever, and very nearly, if not quite, the best railway property in the kingdom. In reference to the violent manner in which the directors and himself had been attacked, he said he would take any amount of abuse; but when any considerable portion of the shareholders endorsed an unfavourable view of his conduct, he would retire at once. An explanation of proceedings in Parliament, in the Vice-Chancellor's Court, and relative to the intended appeal, followed; and the chairman concluded by moving an adjournment "to such time, not being more than ten days after the decision of the Court of Appeal in Chancery, as shall be fixed by the directors."

The chairman was reproached with having lost the confidence of the shareholders; and a portion of the daily press has magnified the numbers and importance of those who are opposed to the measures of the directors. The result of the voting was as follows:—Of those present, the number in favour of the chairman's motion was—Voters, 87; votes, 2,975. Against the motion—Voters, 101; votes, 2,542. Proxies, in favour of the motion—Voters, 1,031; votes, 17,179. Against—Voters, 226; votes, 4,194. It therefore appears, that, of the persons present, there was a majority of 14 voters against the chairman's proposal. But the votes of the 87 voters who were in favour of the motion gave a majority of 433. The proxies showed a majority in favour of the chairman of more than four to one of both voters and votes. The meeting stands adjourned till after the decision of the Court of Appeal.

A prospectus has been issued of the Red Sea Telegraph Company, with a capital of £300,000, for constructing the first part of a line of telegraph to India—namely, from Suez to Aden. The East India Company have guaranteed a minimum annual revenue of £20,000 on this portion, subject to the approval, yet to be obtained, of the Board of Control. Ultimately it is contemplated to extend the cable to Kurrachee; but meantime the proposed section would, it is stated, reduce the distance from India to one week. A purchase of the Atlantic cable is proposed. On the other hand, it is stated that the cable cannot be maintained for any length of time, on account of the irregular formation of the bottom of the Red Sea. No explanation has yet been published of the obstacles which prevent a firman being obtained from the Turkish Government for the Euphrates Valley line of telegraph. When this difficulty has been surmounted, the chief impediment to this line will be its liability to damage from the Arabs; yet persons well acquainted with these people believe that they may be induced to become its protectors.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 29TH DAY OF AUGUST, 1857.

Issue Department.

	£		£
Notes issued . .	25,323,965	Government Debt .	11,015,100
		Other Securities .	3,453,900
		Gold Coin and Bullion .	10,854,965
		Silver Bullion .	—
	£25,323,965		£25,323,965

Banking Department.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) .	10,593,654
Rest	3,585,010	Other Securities . .	17,811,663
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	6,429,294	Notes	5,999,790
		Gold and Silver Coin .	651,623
Other Deposits . .	9,705,366		
Seven day & other Bills	784,059		
	£35,056,729		£35,056,729

Dated the 3rd day of Sept., 1857. W. Miller, Deputy Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	216½ 17	217 15½	...	...	...
3 per Cent. Red. Ann.	90¼ ⅜	91⅛ 1	91¼	91⅜	...	...
3 per Cent. Cons. Ann.	90¼ ½	90⅜ ½ ⅜	90⅜ ⅜ ½	90⅝ 1	90⅜ ⅜ ½	90⅝
New 3 per Cent. Ann.	90⅛ ¼ 1	91¼ ⅜	91¼ ½ ⅜	91⅛ ⅜ ½	91¼ ⅛ ⅜	91⅛
New 2½ per Cent. Ann.	...	...	...	75	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	2 7-16 ½	2½	...	2⅝	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	18 1-16	18⅛	...	...	...
India Stock	...	212 10½	...	212½	212½	...
India Bonds (£1,000)	...	15s. dis.	22s. dis	...	22s. dis.	...
Do. (under £1,000)	20s. dis.	...	...	16s. dis.	17s. dis.	...
Exch. Bills (£1,000) Mar.	par	4s. dis.	5s. dis	5s. dis.	5s. dis.	2s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	2s. dis.	4s. dis.	par	par	4s. dis.	5s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	1s. pm.	...	...	par	...	5s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	98½	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	98⅝	98½	98½	98½ ⅝	98⅝	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	80½ ⅜ ⅝	80½	80½ ⅝	80½ ⅜ ½	81 80½	81⅛ ⅝
Chester and Holyhead	35	...	...	34½	35	...
East Anglian	...	20¼ ½	...	20¼	20½ ¼ ½	20½
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	96¼	96	...
Edinburgh and Glasgow	...	...	...	...	...	...
Edin., Perth. & Dundee	...	33 2⅝	...	33½	34	33⅝ 2 1
Glasgow & South Western	...	...	...	...	...	...
Great Northern	96 5⅝	97	96	97 6	96½ ⅝ 7	...
Gt. South & West. (Ire.)	...	...	103	...	...	...
Great Western	54 x d	54¼ x d	54⅜ x d	56⅜ x d	55¼ x d	55⅝ x d
Lancashire & Yorkshire	...	99⅜	99⅜ 100	100½	100⅜ ⅜	100⅛ ¼
Lon., Brighton, & S. Coast	...	104¼ 4	104½	104⅝ 5	...	104¼ xd
London & North Western	99¼ x d	100 x d	100¼ xd	100¼ xd	100⅜ xd	100⅛ xd
London and S. Western	93 2½ ⅜	93 2½ ½	92⅝	93½ 3	92⅛ ½ ¾	92¼ ⅛
Man., Shef., and Lincoln	38¾ ¼	38⅛ ⅜ 9	39¼ 40	40¼ ⅜ ⅜	...	40⅜ 40
Midland	81⅛ x d	81⅛ x d	82 x d	82⅛ x d	82⅛ x d	82⅛ x d
Norfolk	...	60 x d	61½ x d	...	...	...
North British	47 8 7½	48 7⅛ 8	...	48½ 7⅛	47⅞ 8⅜	48⅜
North Eastern (Berwick)	93½ x d	93½ x d	93½ x d	94½ x d	95 x d	94½ x d
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	...	...	32 1⅛	32	32¼
Scottish Central	...	102	...	102⅞	...	...
Scot. N.E. Aberdeen Stock	24⅛	25	...	25¼	25	25⅜
Shropshire Union	...	...	...	...	...	...
South-Eastern	...	69⅝ ⅛	69⅝ x d	70 x d	70 x d	69⅝ x d
South-Wales	84¼ x d	...	84¼ x d	84¼ x d	...	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

NEW MEMBER OF PARLIAMENT.

FRIDAY, *Sept.* 4, 1857.

County of Middlesex.—The Hon. George Henry Charles Byng, *vice* the Right Hon. Robert Grosvenor, commonly called Lord Robert Grosvenor, who has accepted the office of Steward of the Manor of Hempholme.

PERPETUAL COMMISSIONERS FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

TUESDAY, *Sept.* 1, 1857.

BROWN, WALTER, Gent., Sheffield; for the West Riding of Yorkshire.—*Aug* 17.

FRIDAY, *Sept.* 4, 1857.

TIBBITS, GEORGE, Gent., Chester; for the city and county of Chester.—*Aug.* 17.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

TUESDAY, *Sept.* 1, 1857.

FABER, HENRY GREY, Gent., Stockton-on-Tees.

Bankrupts.

TUESDAY, *Sept.* 1, 1857.

BRIDGES, JOHN, Millwright, Belper, Derbyshire (*Pet.* July 13), & CHARLES JOHN CARR, Nailmaker and Engineer, Belper. *Pet.* Aug. 26. Sept. 8 and Oct. 6, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Freeth, Rawson, & Browne, Nottingham; or Haywood, Derby.

ELLIOTT, RICHARD, Licensed Victualler, The Admiral Napier, Wellington-rd., Kentish Town. *Pet.* Aug. 29. Sept. 10, at 12.30, and Oct. 9, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Ivimey, 30 Southampton-bldgs.

FINCH, WILLIAM, Jun., Paper-dealer, Dudley Port, Tipton, Staffordshire. *Pet.* Aug. 3. Sept. 11 and Oct. 9, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Allcock, Birmingham; or Hodgson & Allen, Birmingham.

GARDINER, JAMES, Woollen-cloth Manufacturer, Holme, Almondbury, Yorkshire. *Pet.* Aug. 31. Sept. 15 and Oct. 16, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Brook, Freeman, & Batley, Huddersfield; Clay, Huddersfield; or Bond & Barwick, Leeds.

GULL, GEORGE, Tallow-broker, late of 1 Belsize-ter., Hampstead, and carrying on business at 75 Old Broad-st. (George Gull & Co.). *Pet.* Aug. 20. Sept. 11, at 1, and Oct. 14, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Sydney, 44 Finsbury-circus.

KITCHEN, ARTHUR JENNINGS (Joseph Brook & Co.), Woollen Manufacturer, Elland, Yorkshire. *Pet.* Aug. 24. Sept. 15 and Oct. 16, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Holroyde, Son, & Cronhelm, Halifax; Blakeley & Lander, Dewsbury; or Bond & Barwick, Leeds.

MEYRICK, JAMES, Tailor and Draper, Crewe, Cheshire. *Pet.* Aug. 26. Sept. 15 and Oct. 6, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sol.* Woodburn, York-bldgs., 14 Dale-st., Liverpool.

SIDDONS, JAMES, Grocer, Sheffield. *Pet.* Aug. 25. Sept. 12 and Oct. 10, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Smith & Burdekin, Sheffield.

TOWNSEND, JOHN, Auctioneer, Greenwich and Charlton, Kent. *Pet.* Aug. 28. Sept. 12, at 12, and Oct. 9, at 2; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* King & George, 35 King-st., Cheapside.

TYLER, WILLIAM, Dealer in Foreign Animals, 19 Penton-pl., Walworth, Surrey, commonly known as the Royal Surrey Gardens, and of Cringleford, Norfolk. *Pet.* Aug. 28. Sept. 11, at 1.30, and Oct. 14, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Blake, 4 Serjeant's-inn, Fleet-st.

WINSTONE, FREDERICK, Gold and Silver Pencil-case Maker, 4 St. James's-st., St. Mary, Islington, and 7 Liverpool-st., Old Broad-st. *Pet.* Aug. 27. Sept. 11, at 12.30, and Oct. 14, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Stafford, 17 Wellington-st. North, Strand.

FRIDAY, *Sept.* 4, 1857.

FROUD, STEPHEN, Licensed Victualler, British Oak, Great Western-rd., Paddington. *Pet.* Sept. 2. Sept. 18 and Oct. 20, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Vaughan, 33 Upper George-st., Edgware-rd.

GARDNER, JOSEPH, Ironmonger, Liverpool. *Pet.* Aug. 4. Sept. 17, and Oct. 8, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Rowe, Liverpool.

LAZARUS, HENRY, Watch Manufacturer, 11 Wilmington-sq., Clerkenwell. *Pet.* Sept. 1. Sept. 11, at 1.30, and Oct. 14, at 2.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Sydney, 44 Finsbury-circus.

MACKAY, HENRY, Confectioner, Queen-st., Exeter. *Pet.* Aug. 31. Sept. 10, and Oct. 8, at 11; Queen-st., Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Stogdon, Gandy-st., Exeter.

BANKRUPTCY ANNULLED.

TUESDAY, *Sept.* 1, 1857.

PULLIN, GEORGE, Baker, 115 Whitecross-st. Aug. 13.

MEETINGS.

TUESDAY, *Sept.* 1, 1857.

BOOTH, WALTER, Papier Maché Manufacturer, 51 Church-rd., Kingsland, and Seymour-st., Deptford, Kent. Sept. 23, at 2; Basinghall-st. *Com.* Evans. *Div.*

CUNDY, SAMUEL TANSLEY, Statuary and Stonemason, Belgrave Wharf, Lower Belgrave-pl., Pimlico. Sept. 23, at 1; Basinghall-st. *Com.* Evans. *Div.*

HEATHFIELD, WILLIAM EAMES, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. Sept. 26, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

HEWITT, THOMAS, Grocer, Ormskirk, Lancashire. Sept. 24, at 11; Liverpool. *Com.* Stevenson. *Div.*

HUNTER, JAMES, Shipwright, Burscough, Lancashire. Sept. 24, at 11; Liverpool. *Com.* Stevenson. *Div.*

STONER, JOSEPH, Grocer, Ormskirk and Southport, Lancashire. Sept. 24, at 11; Liverpool. *Com.* Stevenson. *Div.*

TENT, WILLIAM, Hosier, 21 Royal-exchange. Sept. 22, at 1.30; Basinghall-st. *Com.* Holroyd. *Div.*

WILKINSON, JOHN, Railway Contractor, Sittingbourne, Kent; and Burgess-hill, near Brighton, Brickmaker. Sept. 25, at 11; Basinghall-st. *Com.* Evans. *Div.*

FRIDAY, *Sept.* 4, 1857.

ELGEY, JOSEPH BOWRON, Commission Agent, Horton, Bradford, Yorkshire. Sept. 25, at 11; Commercial-bldgs., Leeds. *Com.* West. *Div.*

FOX, CHARLES, Manufacturer of Cod Liver Oil, Scarborough, Yorkshire. Sept. 16, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton *Last Ex.* (heretofore adjourned *sine die*).

GOODWIN, GEORGE (George Goodwin & Co.), Woollen Merchant, Manchester. Oct. 8, at 12; Manchester. *Com.* Skirrow. *Last Ex.* (heretofore adjourned *sine die*); and Oct. 15, at 12. *Div.*

HAYWOOD, JAMES, Ironfounder, Derby. Oct. 6, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Div.*

HEBDIN, WILLIAM, Leeds, ARTHUR OATES HEBDIN, Parliament-st., Westminster, & JOHN BROWNE, sen., Leeds, Merchants. Sept. 25, at 11; Commercial-bldgs., Leeds. *Com.* West. *Third Div.* joint est.; and *Fourth Div.* sep. est. of A. O. Hebdin.

HOLMES, JOHN, Builder, Bramham, Yorkshire. Sept. 25, at 11; Commercial-bldgs., Leeds. *Com.* West. *Div.*

M'LARTY, DONALD, JOHN M'KEAN, & ROBERT LAMONT, Merchants and Copartners, Liverpool. Creditors to meet the assignees at Fletcher & Hull's, 24 North John-st., Liverpool, on Sept. 18, at 1, to decide upon the propriety of employing an agent abroad to collect the debts.

MARKS, MARK, & SAMUEL BARNETT, Tailors, Liverpool. Sept. 25, at 11; Liverpool. *Com* Perry. *Div.* sep. ests. of each; and Sept. 28, at 11, *Div.* joint estate.

SEDDON, JAMES, Marble Mason, Liverpool. Sept. 25, at 11; Liverpool. *Com.* PETTY. *Dis.*

STURTON, THOMAS, & EDWARD KEY, Scriveners, Holbeach, Lincolnshire. Oct. 27, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Aud. Acc. and Dis.*

DIVIDEND.

FRIDAY, *Sept.* 4, 1857.

HALLILEY, ANTHONY, & RICHARD HALLILEY, Calico Printers, Wigton. Fourth and final Div., $\frac{3}{16}d.$, in addition to 4*s.* $1\frac{1}{16}d.$, previously declared. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday after Oct. 3, 10 to 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Sept.* 1, 1857.

ATKINSON, GEORGE, Commission Agent, Lincoln. Nov. 4, at 12; Townhall, Kingston-upon-Hull.

BORSLEY, JOHN, Builder, 32 Argyll-sq., King's-cross. Sept. 28, at 1.30; Basinghall-st.

FISHER, HENRY, Tailor, Nottingham. Sept. 29, at 10.30; Nottingham.

MARTIN, GEORGE HENRY, Tallow-chandler, 84 and 85 Cow Cross-st., St Sepulchre, and 10 Cambridge-ter., Dalston. Oct. 12, at 11; Basinghall-st.

OUSTON, ROBERT CARTER, Corn, Wine, and Spirit Merchant, Kingston-upon-Hull. Nov. 4, at 12; Town-hall, Kingston-upon-Hull.

THOMPSON, WILLIAM, Power-loom Cloth Manufacturer, Over Darwen, Lancashire. Sept. 24, at 12; Manchester.

TRISTRAM, HENRY, Broker, Liverpool. Oct. 5, at 11; Liverpool.

FRIDAY, *Sept.* 4, 1857.

BOWCOCK, RICHARD, Oil and Floor Cloth Manufacturer, Hulme, Manchester. Sept. 28, at 12; Manchester.

EVANS, JOHN, Shipbuilder, Aberystwith, Cardiganshire. Oct. 6, at 11; Bristol.

LUCAS, NATHANIEL TIMPERLEY, Victualler, Macclesfield, Cheshire. Sept. 28, at 12; Manchester.

SPLATT, SAGAR HOLDEN, Sailmaker, Ansdell-st., Liverpool. Sept. 25, at 11; Liverpool.

TALBOTT, EBENEZER, & SAMUEL GRICE (Severn & Wye Foundry Co.), Ironfounders, Newam, Lydney, Gloucestershire. Sept. 29, at 11; Bristol. On application of S. Grice.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Sept.* 1, 1857.

BROUGHTON, CHARLES WORTERS, Tailor, 16 Southampton-st., Covent-garden. Aug. 28, 1st class.

BUDDEN, CHARLES, Tailor, Basingstoke, Southampton. Aug. 28, 1st class.

COULDREY, SAMUEL, Lime, Brick, and Cement Merchant, Flower's-wharf, Stainsby-rd., Limehouse. Aug. 27, 3rd class.

HORNER, THOMAS, House Decorator, 15 Hart-st., Bloomsbury. Aug. 28, 1st class.

JOHNSON, GEORGE, Corn, Seed, and Guano Merchant, Billingham, Durham. Aug. 28, 3rd class.

MARSHALL, JOHN (Gt. Western Coal Co.), Friar-st. and Victoria-wharf, Reading, and various Railway Stations. Aug. 29, 2nd class.

RAWLE, WILLIAM, Broker, Liverpool. Aug. 20, 1st class.

TAYLOR, ROBERT, Sunderland, *Draper* (omitted in last Friday's *Gazette*). Aug. 24, 3rd class; subject to suspension until April 1, 1858.

WING, CHARLES, Apothecary, North-end, Fulham. Aug. 27, 2nd class.

YOUNG, ROBERT SWAN, Tea-dealer, West Hartlepool, Durham. Aug. 28, 3rd class; subject to suspension until Jan. 28, 1858.

FRIDAY, *Sept.* 4, 1857.

ATKINSON, ROBERT, Draper, Hendon-rd., Sunderland. Aug. 31, 3rd class; subject to suspension until 1st Dec. next.

FAULKNER, CHARLES, Haberdasher, Birmingham. Aug. 28, 2nd class.

GITTINS, GEORGE, Ironmonger, 6 Hart-st., Grosvenor-sq. Aug. 27, 1st class.

HODGSON, GILBERT, & WILLIAM ATCHESON, Timber Merchants, Sunderland. Aug. 27, 3rd class; subject to suspension until 27th Dec. next.

RICHARDSON, GEORGE DAVY, Ironfounder, Carlisle. Aug. 31, 2nd class.

SMITH, WILLIAM, Builder, Halesowen, Worcestershire. Aug. 28, 3rd class.

Professional Partnerships Dissolved.

TUESDAY, *Sept.* 1, 1857.

DUIGNAN, WILLIAM HENRY, & JOHN HEMMANT, Attorneys and Solicitors, Walsall; by effluxion of time. The business will henceforth be carried on by Duignan. Aug. 7.

FRIDAY, *Sept.* 4, 1857.

POOLE, ROBERT, Southam, Warwickshire, WILLIAM SAVAGE POOLE Kenilworth, & EDWARD POOLE, Southam, Gent. (Poole & Sons), Attorneys and Solicitors; by effluxion of time. Aug. 29.

TAYLOR, JOHN ODDIN, & HENRY LING, Attorneys and Solicitors, Norwich and Lowestoft; by mutual consent. Aug. 20.

VALLANCE, HENRY WELLINGTON, & HENRY HIBBIT, Attorneys and Solicitors, 12 Tokenhouse-yd., Lothbury; by mutual consent. H. W. Vallance will carry on the business on his separate account, and pay and receive all debts owing from and to the said co-partnership. June 30.

Assignments for Benefit of Creditors.

TUESDAY, *Sept.* 1, 1857.

DAVIES, DAVID, Cheesemonger, late of 6 South-pl., Camberwell New-rd., but now of 4 Kennington-st., Camberwell New-rd. Aug. 7. *Trustees*, T. Green, Cheesemonger, 201 Blackfriars-rd.; I. W. K. Baerselman, Provision Merchant, 10 Philpot-la. *Sol.* Peckham, 4 Serjeant's-inn, Fleet-st.

GOYMER, JAMES, Linendraper, 30 Sidney-pl., Commercial-rd. East. Aug. 12. *Trustee*, J. Hadland, Warehouseman, Cheapside. *Sol.* Lloyd, 26 Milk-st.

HARPER, WILLIAM, Draper, Gt. Driffield, Yorkshire. Aug. 8. *Trustees*, M. Wardell, Farmer, Dringhoe; H. Angas, Draper, Gt. Driffield. *Sol.* Jarratt, Gt. Driffield.

LACEY, GEORGE PLUMMER, Carpenter, Surrey-rd., Norwich. Aug. 12. *Trustees*, A. J. Cresswell, Esq., Bracondale, Norwich; R. Steward, Timber Merchant, Southtown, Suffolk. *Sols.* Miller, Son, & Bugg, Norwich.

LING, RICHARD WYNN, & HENRY OPPENHEIM, Ship-chandlers, Cardiff, Glamorganshire. Aug. 17. *Trustees*, J. D. Moor, Rope Manufacturer, Bristol; W. Greenslade, Brush Manufacturer, Bristol. *Sol.* Waldron, Cardiff

LINGS, JOHN BENJAMIN, & JOHN LINGS (Lings & Son), Cheesemongers, High-st., Southwark. Aug. 7. *Trustees*, J. Lunham, Provision Merchant, High-st., Southwark; H. Rawley, Provision Merchant, New-st., Covent-grdn. Indenture now lies at office of W. Brown, Accountant, 67 London-rd., Southwark.

MESURE, LIANNA, & GEORGE WILLIAM DE MATTOS, Watchmakers, 70 Strand. Aug. 15. *Trustees*, F. Collins, Wholesale Jeweller, 8 Lower Ashley-st., Northampton-sq.; J. Descombes, jun., Geneva Watch Manufacturer, 34 Wilmington-sq., Clerkenwell. *Sols.* Lumley & Lumley, 41 Ludgate-st.

ROBERTS, EDWARD, Grocer, Eccles, Lancashire. Aug. 17. *Trustee*, H. Tate, Grocer, James-st., Liverpool. Indenture lies at office of H. Tate, James-st., Liverpool.

SMITH, JOSEPH, Linen and Woollen Draper, Barnsley, Yorkshire. Aug. 8. *Trustees*, J. F. Pawson & C. W. Smith, Warehousemen, St. Paul's-churchyd.; S. Linley, Bank Manager, Barnsley. *Sol.* Shepherd, Barnsley.

STEEDMAN, JAMES, Pianoforte Maker, 119 Albany-st., Regent's-pk. Aug. 15. *Trustees*, S. Rogers, Timber Merchant, 7 Cleveland-st., Fitzroy-sq.; J. Goddard, Ironmonger, 68 Tottenham-ct.-rd. *Sol.* Chamberlain, 36 University-st., London University, St. Pancras.

FRIDAY, *Sept.* 4, 1857.

DEAN, JAMES, Earthenware and Smallware Dealer, Chester and Blackpool, Lancashire. Aug. 8. *Trustee*, S. M. Salomon, Toy Merchant, 75 Duke-st., Liverpool. *Sol.* Bridgman, Newgate-st., Chester. Creditors to execute within two calendar months.

GRATWICK, THOMAS, Cheesemonger, Camberwell and 216 High-st., Southwark. Aug. 7. *Trustees*, W. W. Martin, Wholesale Cheesemonger, Upper Thames-st.; W. J. Haynes, Wholesale Cheesemonger, High-st., Southwark. Indenture lies at office of W. Brown, Accountant, 67 London-rd., Southwark.

HARTHILL, ALEXANDER, Woollen-cloth Merchant, Huddersfield. Aug. 29. *Trustees*, J. M'Kean, Woollen-cloth Merchant, Huddersfield; R. Vickerman, Woollen-cloth Manufacturer and Merchant, Taylor-hill, near Huddersfield; J. Berry, Woollen-cloth Manufacturer and Merchant, Lockwood, near Huddersfield; G. Smith, Woollen-cloth Merchant, Leeds. *Sols.* Brook, Freeman, & Batley, 47 New-st., Huddersfield.

RIDLEY, THOMAS LOWREY, Surgeon and Apothecary, Middlesborough, North Riding of Yorkshire. Aug. 5. *Trustees*, G. Coates, Surgeon and Apothecary, Middlesborough; W. J. Avery, Innkeeper, same place. *Sol.* Griffin, North-st., Middlesborough.

ROBINSON, WILLIAM, Grocer, South Eston, Yorkshire. Aug. 14. *Trustee*, W. Charlton & G. Jobson, General Merchants and Commission Agents, Newcastle-upon-Tyne. *Sol.* Goodyer, Middlesborough.

WHEELDON, WILLIAM, & JOSEPH WHEELDON, Machinists, Derby. Aug. 28. *Trustees*, W. Spencer, Nailmaker, Belper; T. Roe, jun., Timber Merchant, Derby. *Sol.* Gamble, Wardwick, Derby. Creditors to execute on or before Nov. 28.

Creditors under Estates in Chancery.

TUESDAY, *Sept.* 1, 1857.

LUMLEY, PURCHAS (who died in Jan. 1825), Westmoreland, Jamaica. Creditors to come in and prove their debts on or before Nov. 5, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Sept.* 1, 1857.

WELSH POTOSI LEAD AND COPPER MINING COMPANY (Limited).—Mr. Com. Fane purposes, on Sept. 10, at 2, in Basinghall-st., to proceed to make a call of £1 per share on all the contributories of this Company.

FRIDAY, *Sept.* 4, 1857.

LONDON AND EASTERN BANKING CORPORATION.—A petition for the dissolution and winding up of this Corporation was, on Sept. 3, presented to the Lord Chancellor, by Abel Stuart and George Duplex; which will be heard before V. C. Wood, on Sept. 12, at 10.—Tucker, Greville, & Tucker, Sols. for Petitioners, 28 St. Swithin's-la.

Scotch Sequestrations.

TUESDAY, *Sept.* 1, 1857.

SEATON, CHARLES, Orchardfield, Leith-walk, Leith. Sept. 4, at 12, London Hotel, St. Andrew-sq., Edinburgh. *Seq.* Aug. 27.

SNODGRASS, JAMES, Merchant and Commission Agent, presently prisoner in North Prison, Glasgow. Sept. 5, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Aug. 26.

FRIDAY, *Sept.* 4, 1857.

BURNETT, GEORGE, Merchant, Dundee, and as partner of firm of Carr Brothers & Co., Merchants and Coalowners, Newcastle-upon-Tyne and elsewhere. Sept. 12, at 12, Royal Hotel, Dundee. *Seq.* Aug. 31.

CONNELL, THOMAS, Signal-lamp Manufacturer, Glasgow. Sept. 11, at 12, Waverly Hotel, George-sq., Glasgow. *Seq.* Sept. 2.

DICKSON, DAVID, Grocer and Spirit Dealer, Pollock-st., Kingston of Glasgow, Renfrewshire. Sept. 14, at 12, Globe Hotel, Cross, Paisley. *Seq.* Sept. 1.

GILLIGAN (or GILGAN), PATRICK, Provision-dealer, Bazaar, Candleriggs-st., Glasgow, and residing in Blackfriars-st. Sept. 8, at 12, Globe Hotel, George's-sq., Glasgow. *Seq.* Aug. 31.

M'GILLIVRAY, WILLIAM, sen., & WILLIAM M'GILLIVRAY, jun., Hotel-keepers and Spirit-dealers, Glasgow. Sept. 11, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 1.

MOFFAT, WILLIAM, Lesmahagow, & JAMES MOFFAT & PETER MOFFAT, Glasgow (William Moffat & Brothers), Candlemakers and Tallow Merchants, Glasgow, and Coal and Lime Merchants, Bankend, Lesmahagow. Sept. 11, at 12, Faculty Hall, St. George's-pl., Glasgow. *Seq.* Sept. 2.

MOODIE, ALEXANDER CRAIG, & RICHARD LOTHIAN, Booksellers, 76 Princes-st., Edinburgh. Sept. 11, at 1, Stevenson's Rooms, St. Andrew's-sq., Edinburgh. *Seq.* Sept. 2.

MURRAY, WILLIAM, Wood Merchant, Lanark. Sept. 15, at 1; Clydesdale Hotel, Lanark. *Seq.* Sept. 2.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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We cannot notice any communication unless accompanied by the name and address of the writer.

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE STATUTES.—The Articles on the "Legislation of the Year" will be continued until the subject is completed. We shall occasionally draw attention in our leading columns to some of the more salient features of the late enactments. In our next Number we shall commence printing a selection of the more important Statutes, keeping them distinct from the body of the Journal.

THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 12, 1857.

NEW LAW COURTS.

We apprehend that the question, where is the Judge of the new Courts of Probate and Divorce to hold his sittings, is one of very immediate and pressing interest. We cannot be charged with impertinent intrusion upon the dearly-bought repose of the present month, if we venture to urge upon the Government that there really is an inevitable necessity for making up their minds on this subject without delay. In December last a deputation of the Incorporated Law Society waited upon the Chief Commissioner of Public Works to represent to him the importance of concentrating all the law courts and offices in some one convenient locality. Considering that the question had then been agitated for some fifteen years by all the usual machinery of pamphlets, petitions, and committees of the House of Commons, it may be supposed that the deputation were well up in their case, and stated their argument with a good deal of force and clearness. The only result, however, appears to have been that Sir Benjamin Hall proved to them that the wrong men had come to the wrong place. Any representation on behalf of the lawyers generally should be urged, he thought, by the judges, and should be laid before the Government, whose order it would be his own duty to carry out. It was then suggested by the deputation that a fund existed in the Court of Chancery which might be made available under certain conditions to defray the expense of building, and the Chief Commissioner was requested to move for a Select Committee of the House of Commons to consider this portion of the subject. But here, again, a most reasonable proposition was set aside for an alleged technical informality. The Attorney-General, it was objected, was the proper organ of the Government to make such a motion in the House; and so Sir Benjamin Hall politely advised his visitors to put themselves in communication with that already over-worked functionary; and having thus neatly shelved a troublesome business for some time, he dismissed the deputation with as large an allowance of courtesy and common-place phrases as is usually bestowed by a Minister who understands his duty.

But really this subject is growing every year so important to all lawyers, that neither bows nor smiles, nor sounding talk about "judges of the land" and "principal law officers of the Crown," will suffice much longer to pacify the demand for change. What, we ask again, is to be done for the Judge of the Courts of Probate and Divorce? Shall Parliament, which called him into existence, omit to provide for its offspring a roof to shelter him? We have not observed any ugly edifice of brick rising rapidly in either of the inns of court to astonish the occupants of chambers, on their return to the labours of next term. It will be remembered that the two unsightly courts in Old-square, Lincoln's-inn, now occupied by Vice-Chancellors, were built in the recess following the appointment of additional judges. But we cannot discover that any corresponding activity exists now. And yet, as a commercial speculation, it would probably be well worth while for either of the inns of court to provide, at its own expense, accommodation for the new tribunals within its precincts. But wherever else it may be expedient or practicable to locate the Judge of Probate and Divorce, one point, we think, is clear, that he should not be allowed to sit for a single day at Doctors' Commons. It was said that the Court of Chancery would never be effectually reformed until the procedure of the Masters' Offices was not only remodelled, but transferred from Southampton-buildings to some other atmosphere less charged with sleepy influences. We believe that the reforms of the late session demand the same precaution to insure success; and if a new court cannot be immediately provided in the metropolis, we would advise that the Judge be sent on a provincial tour, so as to test the appreciation of the country for a local remedy, until arrangements can be made to start him in business in London, in a good situation, and under conditions favourable to success.

But there is another aspect of this question in which its increasing urgency is undeniable. The common-law business has now become so large, that two, or even three, judges of one or more courts have been trying causes simultaneously during the past year. Now it was stated some time ago that the late Chief Justice of the Common Pleas was under the necessity of ascending eighty-five steps to reach the room then appropriated for his sittings in term at *Nisi Prius*, and that aged and feeble witnesses had declared themselves incapable of obeying the exigency of the subpœna served upon them. The Common Pleas, in fact, has no second court at all, and has been obliged, until lately, to content itself with what is called in the memorials of the Law Society a "temporary room somewhere about Westminster Hall," and at a considerable distance, either perpendicular or horizontal, or both, from the chief scene of business. The Exchequer had always the enjoyment of a second court—a recondite cell, with a single narrow access, intended, we believe, for the sittings of the Court of Error. Perhaps if this were the original plan, the architect was not much to blame. It is true that the conclave of eight or more judges on appeals did not gain in solemnity by being poked into an obscure hole like this; but it might be justly calculated that no impression made by this tribunal could ever extend far. The dry legal discussions of the Exchequer Chamber would seldom obtain a single listener free to go elsewhere, and the public would never be seen in the Court of Error unless they got there by mistake. But whatever idea may have possessed the designer's mind, this he certainly did not contemplate, that Mr. Edwin James, on a sultry summer afternoon, should address a common jury on a question interesting to grooms and cabmen. The Queen's Bench have also a second court, originally appropriated, as its name implies, to taking bail—a process which could have but slender interest either for the town idler or the country sight-seer, and which, therefore, might well go on in an apartment utterly inadequate for the trial of *Nisi Prius* causes.

We are aware that the evils above described have been lately, to a great extent, mitigated by holding the sit-

tings of the equity courts almost entirely at Lincoln's-inn. The exhilirating sport of hunting a Vice-Chancellor up turrets and along galleries is now enjoyed by counsel and solicitors only upon the first day of term; and the only two tolerably good courts belonging to the Chancery judges at Westminster are generally available for the use of their brethren at common law. But the concession thus made of one part of the original demand places beyond all dispute the expediency of a total change. The inconvenience of sitting at a distance from the chambers of counsel and solicitors, and from the offices of the court, coupled with the existence close to Chancery-lane of accommodation which, though by no means adequate, is at least as good as any that is to be found at Westminster, has determined the judges upon the virtual abandonment of their ancient seats. At common law, the delay and difficulty of transacting judicial business at Westminster is quite as keenly felt; but there are no old halls or new brick sheds within the precincts of the Temple to render the protest of its inhabitants against the waste of their time unanswerable. That daily walk along the Strand and Parliament-street, which Lord St. Leonards declared to be a positive advantage on the score of health, is still obligatory upon the Templars, or may be exchanged at pleasure for a river voyage, which it is very likely that some other sage, equally superior to modern prejudices, has in some other blue book proclaimed to be the true specific for securing length of days. But we venture to hope that the physical wellbeing of barristers practising in the Temple may not be found irreconcilable with the economy of their own and of official and judicial time. A system which fifteen years ago was defended almost solely by Lord St. Leonards must surely be now verging upon its decline. It is pleasant to hear how much a man of eminent ability can find to say, where one might have thought there was nothing to be said at all. The argument is curious, but it does not satisfy our minds. When manufacturers and even tradesmen employ the telegraph to communicate over the width of a single street, it cannot be good policy to separate one portion of the lawyers from the rest by an interval of upwards of a mile, which must be traversed backwards and forwards throughout the day in cabs. The wisdom of concentration is indisputable. There are but two places which can claim to be selected for the site, and either of them would be available if desired. Even the money is ready for the whole work; and nothing is wanting but the necessary effort to set the official machinery in motion. We purpose, on another occasion, to explain the details of the plan, and the many advantages to the public and to all branches of the profession which may be expected to result from its being carried out.

THE DIVORCE ACT.

There are three ways in which any one who studies an Act of Parliament may examine its contents, and present them to himself and others. He may turn the whole substance of the Act into a narrative form; it is thus that writers of text books, like Blackstone or Serjeant Stephen, have to deal with Acts important enough to be transplanted into a summary of law. Or he may consider how the general public are affected by the Act, and in what way its contents bear upon social life, or the fortunes of bodies corporate, families, and individuals. Lastly, he may view it as a professional reader would view it, who wished to have a general notion of the scope and import of its enactments. A legal practitioner cannot remember the details of Acts of Parliament; but when an important Act is passed, he wishes to know generally what are the points which he must bear in mind, so as to approach the circumstances of any case submitted to him, with some degree of certainty and confidence. It is in this last way that we now propose to look at the Divorce Bill. Many of its clauses may be dismissed from the consideration of a professional man. Some of them are general, and affect him no more than any other member of the community. A solicitor, for instance, is not, as a solicitor, concerned with the clauses giving compensation to proctors, or exempting the clergy from the obligation of re-marrying adulterers. Others again are so purely technical, that no one would think of trusting his memory on the subject—such, for instance, as those clauses which regulate the stamps or fees of the new court. A practitioner must turn to the Act itself for information on such points; but the main provisions of the Act form a body of matter, of which any one in practice may be expected to have such a knowledge as will enable him to speak of divorce and matrimonial causes in a professional way.

Divorce *à vinculo* is a subject easier than any other dealt with by the Act to speak of with precision. The provisions regarding it are simple, and easily understood. If it is a husband who wishes to dissolve the marriage tie, he must present a petition, supported by an affidavit, charging his wife with adultery, and making the alleged adulterer a co-respondent. If he pleases, he may also ask for damages from the adulterer, and these damages will be assessed by a jury. The demand for damages is entirely in the option of the husband; but if they are asked for and obtained, it is in the power of the Court to direct how they shall be applied, and to make a provision out of them for the wife and children. The husband will also be liable to provide alimony for the wife, if it is reasonable he should do so; but in case his wife has any property of her own, he may apply for a settlement in his favour out of it. His claim may, in the discretion of the Court, be denied if he can be shown to have been guilty of adultery, cruelty, or desertion of his wife; and he may be ordered to attend and be examined, but no question can be put to him, the object of which is to show that he has been guilty of adultery. It is probable that petitions for divorce *à vinculo*, presented by the wife, will be very rare; but there are three grounds on which the dissolution of the marriage tie may be asked for by the wife, which, among the lower orders, very frequently exist; and, since suing *in formâ pauperis* is to be allowed, it is possible that wives may occasionally claim the assistance of the law. These three grounds are—adultery coupled with bigamy, adultery coupled with desertion for two years, and adultery coupled with excessive cruelty. In case a divorce *à vinculo* is granted, the Court has power to make such order as it may think proper with respect to the custody, maintenance, and education of the children of the marriage.

A sentence of judicial separation, which is to have the effect of the old divorce *à mensâ et thoro*, may be obtained by either husband or wife on the ground of adultery, cruelty, or desertion for two years; and the husband may, if he pleases, ask for damages from the alleged adulterer, as he also may without applying for any remedy against the wife. In every case of judicial separation the wife, of course, will be entitled to alimony, if circumstances render it reasonable that she should have it; and, further, she is to be considered as a *feme sole* with respect to all property which she may subsequently acquire, or which may come to, or devolve upon, her. She will sue and be sued as if she were unmarried; and if she again cohabits with her husband, all the property which she may be entitled to at the time of the re-union will be held to her separate use, subject, however, to any agreement in writing made between herself and her husband whilst separate.

A wife deserted by her husband has also a more summary remedy. She may apply in London to a police-magistrate, or in the country to justices in petty sessions, for protection; and after she has proved the fact of desertion without reasonable cause, and also that

she is maintaining herself by her own industry or property, she may obtain an order by which her earnings and property acquired since the desertion began will be protected from her husband, and all creditors and other persons claiming under him. If the husband, or any person claiming under him, in defiance of such an order, seizes on any portion of the property secured by it, the wrongdoer will be liable, not only to restore the specific property, but also to pay double the value by way of damages. The husband, or any person claiming under him, may, however, apply to the court, or to the magistrate or justices by whom the order was made, to discharge it; but whilst it is in force the wife is to be exactly in the same position with regard to property as if she had obtained a judicial separation.

The Judge of the Court of Probate will be the Judge Ordinary of the Court of Divorce and Matrimonial Causes. From him an appeal will lie to the full court, composed of the Lord Chancellor, the three chiefs and the three senior puisne judges of the courts of common law; and then an appeal may be carried to the House of Lords. When petitions for divorce *à vinculo* are to be heard, two of the other judges must always sit with the judge ordinary. The Court will act, as far as possible, on the principles and rules hitherto adopted and observed in the Ecclesiastical Courts. When questions of fact are tried, the rules of evidence will be the same as those obtaining in the courts of common law, and the decrees and orders of the Court will be enforced like the decrees and orders of the Court of Chancery. Questions of fact are to be tried by the Court itself, if the intervention of a jury seems not to be necessary, or is not demanded. But any of the parties may demand a jury, or the Court may direct that a jury shall be summoned to try the question at issue; and this trial may, at the discretion of the Court, take place before itself, or any one of its judges, or before any of the judges of assize. The judges of assize have also a local power quite independent of the Court. Petitions for restitution of conjugal rights, or for a judicial separation, may be presented direct to them, and they will have the same authority and powers as the Court itself for hearing and deciding applications made to them; but their orders will be subject to be reviewed by the judge ordinary. The Act is to come into operation on any day not sooner than the first day of January next, which the Queen shall by Order in Council appoint.

Legal News.

COURT OF CHANCERY.—*July 15 and 16.*

(Before the MASTER OF THE ROLLS.)

Perry Herrick v. *Attwood.*

The plaintiffs in this suit were mortgagees upon an estate near Chelmsford, known as the "Hylands Estate," belonging to the defendant, John Attwood, for sums amounting together to £25,000 and interest, claiming as transferees under mortgage securities dated Sept. 7, 1850, Jan. 24, 1851, May 17, 1851, and Aug. 27, 1851. The defendants, other than John Attwood, also claimed to have charges upon the same estate, either as mortgagees or judgment creditors; the defendants, Frances Attwood, Maria Attwood, Thomas Troward, and Catherine his wife, claiming, as mortgagees for £30,000, under an indenture of Jan. 30, 1848, to have the first charge upon the estate.

The Hylands estate was purchased from the Right Hon. Henry Labouchere, and conveyed to the plaintiff, John Attwood, in 1839. It consists of the mansion-house, pleasure grounds, and park surrounding, with three small farms, comprising altogether about 750 acres of land, of which about 700 acres are freehold, and the remainder copyhold of inheritance; the copyhold lands being excepted from the alleged mortgage of Jan. 30, 1848. The value of the freehold portion of the estate (including the mansion) may be about £40,000.

The question at issue in this suit was, whether the plaintiffs, under their said securities, were not entitled to priority of charge for their mortgage debt, amounting to £25,000, over the defendants, Frances Attwood and her sisters, for their mortgage debt of £30,000, notwithstanding the security for the latter sum bore date prior to the date of any of the plaintiffs' securities; for the reason, that, the defendants claiming under the deed of Jan. 30, 1848, although at the time when their mortgage deed was executed the title deeds were in the actual possession and power of their solicitor, Roger Williams Gem, and there was no reason why he should not retain them on their behalf, they allowed him to hand the deeds over immediately afterwards to the defendant, John Attwood, and did not take any steps to have any notice of their said alleged mortgage inscribed on any of them: whilst, on the other hand, those through whom the plaintiffs claimed advanced their money, and took their securities, without notice of any prior incumbrance, and on the faith of having the first charge—the title deeds to the estate, including the conveyance deed to John Attwood, having been produced by his solicitor, and handed over to them in the usual and ordinary way upon the advance of their moneys.

It appeared, that, in the month of January, 1848, and for some time previously, the defendant, John Attwood, who was then a man of considerable wealth, and owned large landed estates in Essex and elsewhere, resided with his sisters, the defendants, Frances Attwood and Maria Attwood, in Park-lane, Hyde-park. He had in his hands at this time £30,000, which formed the fortunes of his sisters, the defendants, Frances Attwood, Maria Attwood, and Catherine Troward, for which sum they held no security. In the early part of the month of Jan. 1848, Mr. Roger Williams Gem, a solicitor, of Birmingham, who had for many years been the confidential solicitor and adviser of Mr. Attwood and his family, at Mr. Attwood's request, came to London to make his will and otherwise arrange his affairs. He stayed in town about a month, and, during his stay, he spoke to the defendants, Frances Attwood and Maria Attwood, on the subject of the money owing by their brother to themselves and their sister, Mrs. Troward, and told them he intended to prepare a security for it, and get the defendant, John Attwood, to sign it, and they left him to do what was necessary for them. Shortly after this conversation, a deed (of Jan. 30, 1848) was prepared; and, soon after its date, it was executed by John Attwood and the other parties to it. It was a mortgage by demise for 200 years of the Hylands estate (except the copyhold parts thereof) for securing £30,000 and interest. It did not contain any power of sale. After the deed had been so executed, it was tied up in paper by Mr. Gem, and handed to Miss Maria Attwood; and the title deeds to the Hylands estate, including the conveyance deed to Mr. Attwood, were tied up and returned by Mr. Gem to Mr. Attwood, by whom they were retained.

During the months of January, February, and March, 1848, two actions at law were pending against John Attwood. These were brought to recover certain moneys owing by him, and were prosecuted and defended up to the 3rd March, 1848, when a preliminary agreement was entered into for the settlement of the actions; and the title deeds of the Hylands estate were, on the 6th March, 1848, delivered by the defendant, John Attwood, himself, in pursuance of that agreement, to Messrs. Pooly, Beisly, & Read.

In the early part of the year 1850, the defendant, John Attwood, applied, through Mr. Beisly, his then solicitor, to Mr. Whitaker for a loan of £15,000 upon mortgage of the Hylands estate. This loan was agreed to and carried out by the above-mentioned mortgage of Sept. 7, 1850. Subsequently the mortgages of Jan. 24, 1851, May 17, 1851, and Aug. 27, 1851, were executed. On the occasion of the advance of £15,000, the title having been duly examined and approved, the title deeds to the Hylands estate were handed over by Mr. Beisly, as Mr. Attwood's solicitor, to Mr. Whitaker, as the solicitor to the mortgagees; and those gentlemen advanced their money and took their securities (as they alleged) on the faith of having the first charge, and without notice of the mortgage of Jan. 30, 1848, or of the deposit of the title deeds with Mr. Beisly, or of any prior incumbrance.

In the month of November, 1851, the defendant, John Attwood, applied, through his solicitors, Messrs. Beisly & Read, to Messrs. Barker, Bowker, & Peake for a loan upon mortgage of the Hylands estate, and other of his estates in Essex and Dorsetshire; and, after much negotiation, a loan of £6,000 was arranged, and this loan was carried out by a mortgage deed of Dec. 16, 1851. Statutory declarations were required and taken from the defendant, John Attwood, and his solicitors, Messrs. Beisly & Read, as to the incumbrances then existing upon the Hylands estate; and the £6,000 (it was alleged) was advanced

on the faith of those declarations, and of the deeds being in the custody of the person represented to have the first mortgage.

In the month of September, 1853, the mortgages for the £25,000, secured by the several deeds of Sept. 7, 1850, Jan. 24, 1851, May 17, 1851, and Aug. 24, 1851, were transferred to the plaintiffs. The practice of solicitors as regards the custody of title deeds and mortgage transactions appeared from the affidavits of several solicitors of large practice.

The points which arose on the case were—1st. Whether the defendants, Frances Attwood, Maria Attwood, and Catherine Troward, ought not to have retained possession of the title deeds to the estate, as well as of their own mortgage; and whether, by allowing their solicitor, Mr. R. W. Gem, to return them to the defendant, John Attwood (there being no reason, according to the plaintiffs' contention, for such a proceeding), they did not do such an act as to disentitle them to any priority over the subsequent lenders which otherwise they would have had. 2ndly. Whether, if they were justified in giving up possession of the deeds, they ought not to have inscribed notice on them of their mortgage; and 3rdly, Whether the said defendants, by their subsequent acts, had not lost any priority which otherwise they would have had.

Mr. *R. Palmer*, Q.C., and Mr. *Giffard*, for the plaintiffs, cited *Goodtitle* v. *Morgan*, 1 T. R. 755; *Plumb* v. *Fluitt*, 2 Anstr. 432; *Hewitt* v. *Loosemore*, 21 L. J., N. S.; *Allen* v. *Knight*, 5 Hare, and 11 Jur. 527; *Rice* v. *Rice*, 2 Drew. 73; *Evans* v. *Bicknell*, 6 Ves. 174; *Finch* v. *Shawe*, and *Collier* v. *Finch*, 19 Beav. 500, confirmed by the House of Lords, 1856.

Mr. *Follett*, Q.C., Mr. *Selwyn*, Q.C., Mr. *Fooks*, Mr. *Elderton*, Mr. *Amphlett*, Mr. *Morgan*, Mr. *Bevir*, Mr. *Druce*, Mr. *Bagshawe*, and Mr. *Key*, appeared for the defendants.

Waldron v. *Sloper*, 1 Drew. 197; *Worthington* v. *Morgan*, 16 Sim. 547; *Hyams* v. *Holcombe*, 19 Beav. 259, were also cited in the course of the argument.

The MASTER of the ROLLS.—There is nothing like fraud on the part of these ladies. It is impossible to use any expression more inappropriate to them. The state of this case is this:—They were creditors of their brother to the extent of £10,000 each; they did not make any pressure upon him, nor ask for any security; but he voluntarily gave a security for the purpose of securing to them money to which they were entitled. And I may take the case in two points of view, supposing this to be a mere voluntary charge. One question is, whether that charge could be supported, it being created by him merely for the express purpose of affecting the validity of a mortgage which he was about to make with other persons? I think it unnecessary to go into that, because I think, upon the evidence, I may treat this as if it was an arrangement made between Mr. Attwood and his sisters at the suggestion of the family solicitor. He was the solicitor both of Mr. Attwood and of the ladies themselves. Now I do not think it necessary to go through the class of cases which have been cited with reference to what amounts to fraud, or to culpable negligence, because I find an express purpose in this particular case; and, before I go into that, I may state how I dissent on the facts of this case from the conclusion to which Mr. *Bagshawe* wishes me to come, fully concurring with him, however, in the principle of law, that, if a person is entitled to priority as a mortgagee, and has got the deeds, he is not to be deprived of that priority by reason of the misconduct of the solicitor, who might take away those deeds, or give them to other persons, no more than he would be deprived of his priority if the deeds were stolen. He would be in the same situation. But, in my opinion, these deeds were never in the possession of Mr. Roger Gem in the character of these ladies' solicitor; or that, if they were in his possession, they were only in his possession for a moment for the purpose of creating the security. He was the solicitor of Mr. Attwood, who made this charge in January, 1848, in order to secure the claims of his three sisters, and they are informed of it. At the same time they are informed, that, in fact, Mr. Attwood is making an arrangement with respect to his affairs, and that he proposes to make a mortgage for the purpose of securing a particular charge to other persons, and that therefore these deeds are to be in Mr. Roger Gem's possession, as the solicitor of Mr. Attwood, for the purpose of enabling him to make that charge. Then, in that case, it amounts to nothing more than this—that there are certain persons who are creditors of an owner of an estate, who, taking a charge from him, allow him to retain the deeds for the express and admitted purpose of raising money on that property, and of making a charge on it to other persons. I think it impossible for them to say, after that, that that charge is not to have priority over theirs; for they have allowed him (I do not say fraudulently or improperly) to raise money on the property. It is true that they say, that he was to be allowed to raise money on this property for a specific and particular purpose, and only for one particular purpose: but that was clearly a matter which would rest entirely upon his honour whether he did so or not. They allowed all the title deeds to remain in the possession of the person who had given them the charge for the express and admitted purpose of raising money on the property in priority to their charge. He does not raise the particular sum in question; that is to say, he does not give a mortgage to the persons mentioned by him. But, supposing this money had to be applied in payment of such persons, would not the question have been exactly the same? I take it, however, on still broader grounds, for I think that the deeds, being allowed to remain in his hands for the purpose of raising money in priority to their charge, they cannot afterwards complain of the extent to which that money had been raised, but it must have priority over them. They had abundant means of preventing it besides retaining the title deeds. They might have caused an indorsement to be made upon the deed of purchase by their solicitors. When I say they might have done so, of course these ladies knew nothing about the matter; but I am bound to treat them as if they did, because all the acts which their solicitor did, or which he ought to have done, are, in law, what they did, or ought to have done, themselves. He might have made an indorsement on the deed that there was a charge of £30,000 in favour of these three ladies, which was only to be subject to a sum of money to be raised for certain persons by name. If that had been done, nobody would have advanced money on this estate without having had notice of it; and I am of opinion that it was their duty, if they had intended to confine the particular charge which they were to allow to be made to a particular sum, to make such an indorsement. They left it with their brother to raise money, and took his word that he would not raise above a certain amount—viz. £15,000. When I say they took his word, it is not that there was an express statement between them, but it was retained by him for that admitted purpose; and therefore they assumed that he did not intend to raise any more, and did not expect he would raise any more. In other words, they trusted to his honour not to raise a greater amount; but he has thought proper to do so, and to that larger amount I am of opinion they must be postponed. That is my view of the rights of the plaintiffs. I will make a declaration that the Misses Attwood must be postponed to the claim of the plaintiffs; then I shall direct a sale, also giving a direction to ascertain priorities, without prejudice to any question which may exist between co-defendants, or which may exist between any other defendants and the plaintiffs. Mr. and Mrs. Troward stand exactly in the same situation as the Misses Attwood. With respect to Mr. and Mrs. Troward, I think it proper to observe, in reference to an argument put forward for them, which, in my opinion, does not apply to this case—viz. that Mr. Attwood was the sole surviving trustee of the settlement, and that, therefore, he was the proper person to have the custody of these deeds. But, in point of fact, he had not the legal estate in him under the deeds of 1848. The persons who had the legal estate were the two Misses Attwood; and if the legal estate had been conveyed to Mr. Attwood, and he had been made the termor of the purpose of raising this money, the same question might have arisen; but, in fact, Mr. Attwood was only a *cestui que trust* under that deed. It is true, he was a trustee under the marriage settlement, and when he received that money he was bound to hold that money he so received in trust for the persons entitled under the marriage settlement. In any view of the case, I am of opinion that Mr. and Mrs. Troward cannot stand in a better situation than the two Misses Attwood in whom the term was vested for the purpose of raising this money, and that they must be postponed to the plaintiffs. I shall make an observation with respect to the statutory declaration which had been made, and I think it proper to observe, that, in this case, the solicitors for the mortgagee appear to have taken every reasonable precaution which they could take. They had all the title deeds; they had a clear deduction of title, and had nothing to show any mortgage; they obtained the solemn assurance from the mortgagor that he had made no other incumbrances than those stated in the schedule, except certain equitable mortgages created by deposit of the mortgage deeds, which are all answered, not merely by his statement, but by the production of the deeds themselves; and it is obvious, that, in a case of this description, if the plaintiffs had not a good title to this mortgage, it is impossible that anybody could be sure he had got a title, dealing with the most respectable persons, and the most respectable solicitors; and it would necessarily follow, that, except by a registration

of deeds, you could not be certain that you could have the deeds which made out a good title to the property. No doubt the difficulties of the case make it a matter of great importance and a point of honour with the solicitors. I must say, according to my experience, that solicitors invariably do mention the slightest suspicion of a charge when they have got a property which they are allowing another firm to advise their clients either to purchase or to advance money upon; and in that view of the case it is with the deepest regret that I see such a declaration as that made by Mr. Beisly, which obviously was a concealment of a notice which he had distinctly of this charge, and which it was his bounden duty to have given notice of, even without making any declaration at all to solicitors who were advising clients to advance money. It may be consistent with the exact words of the statutory declaration, but it cannot be consistent with the spirit of it, and that which it is obvious was intended to be conveyed to the minds of persons who require it to be made to them. The plaintiffs, therefore, will be entitled to priority over the Misses Attwood's security of January, 1848.

JUDGES' CHAMBERS.—(Before Mr. Baron CHANNELL.)

Sept. 8.

QUESTION OF PRIVILEGE.

Montague v. *Harrison.*

This was a renewed application on the part of General Harrison to be discharged from Whitecross-street Prison, on the ground that he was privileged from arrest in attending the Marylebone Police-court to prosecute certain parties on a charge of felony. The application was before the learned judge on a former occasion, and stood over for an affidavit as to a former summons before Mr. Justice *Wightman*. An affidavit was put in, but it was denied that the question had been fully heard before Mr. Justice *Wightman*.

Mr. *Dixon*, on the part of General Harrison, urged that it was very hard on him to be arrested under the circumstances he had been while attending a police-court.

Mr. Baron CHANNELL asked for an authority for the privilege demanded.

Mr. *Dixon* said, there was, unfortunately, no authority save the general principle of protection. This was the first case of the kind as far as could be ascertained.

A clerk from the office of Mr. Huson, attorney for the plaintiff, asked for the summons to be dismissed.

Mr. *Dixon* urged his Lordship to hear the matter, as he could bring it before him on a writ of *habeas corpus*. The case concerned the liberty of the subject.

His Lordship said he was of the same opinion as Mr. Justice *Wightman*, that there was no privilege, and, therefore, refused to make an order.

The summons was dismissed, without costs.

BANKRUPTCY COURT.—*Sept.* 4.

(Before Mr. Commissioner FANE).

In re Henry Bunney.

The bankrupt, Henry Bunney, formerly a solicitor, was described as a brickmaker, money scrivener, and cattle dealer, at Newbury. He disappeared under very mysterious circumstances from Newbury in November, 1853, rumours of all kinds being rife respecting the position of his affairs, he was not again heard of until 1855, when it was ascertained that he had comfortably "settled down," with his wife and family, as a farmer at Wellington, New Zealand. The assignees under the adjudication of bankruptcy which had been granted against him took the necessary steps to recover possession of the bankrupt's estate, and sent over a warrant empowering Mr. Hart, as their agent, to seize the bankrupt's property, which was done; and the bankrupt instituted proceedings in the Judicial Court at New Zealand for an illegal seizure, in which he was defeated. In no way discouraged, he re-embarked for this country, and carried the matter on appeal before the Judicial Committee of the Privy Council, who, without expressing any opinion on the matter, advised the bankrupt to bring an action at common law, which would decide the issue. The matter was ultimately compromised by the bankrupt foregoing his right of action, on the assignees paying him all costs and expenses incurred in the prosecution of the suit; and he further consented to surrender to his bankruptcy and file a balance-sheet.

The balance-sheet, prepared by Messrs. Paul & Turner, extends from November, 1853, to October, 1855, showing this summary:—Creditors unsecured, £6,124; creditors at New Zealand holding security, £1,373; profit on trading in New Zealand, £1,177; interest due on purchase money of property sold in New Zealand, £536; debtors, good, £1,120; doubtful, £150; property at New Zealand realised, £1,541; and interest due on property sold there, £536; property held by creditors, £2,633; losses on sale of farming implements, &c., at New Zealand, £150; interest, £120; wages, £60; house and personal, £335; deficiency at commencement, £2,744. The sales in New Zealand had been £1,000, and the property consists of 1,200 head of sheep, land, farm implements, &c.

Mr. *Lawrance*, who appeared for the assignees, said the balance-sheet was very unsatisfactory; but as it was impossible to get better accounts, his clients would consent to the bankrupt passing.

The bankrupt then passed his final examination, and obtained enlarged protection to the certificate meeting, which was fixed for the 17th of October next.

(Before Mr. Commissioner FONBLANQUE.)— *Sept.* 8.

In re Kemp & Clay.

This case was adjourned for the purpose of inquiring whether Messrs. Miller & Horn, the bankrupt's solicitors, had received an unfair preference. The case having again come on for rehearing,

Mr. *Lawrance* (for the assignees) stated, that, since the last meeting, he had communicated with Messrs. Miller & Horn, with reference to the bill of sale given to them by Mr. Kemp, and they had replied that the transaction would bear any investigation, and offered to refer the matter to his Honour for his decision.

The COMMISSIONER.—I would rather suspend my judgment until after the question has been disposed of. It is quite clear there will be a suspension. I have been reading the examinations, and they are not at all satisfactory.

Mr. *Lawrance* said, it would be a satisfaction to creditors if immediate certificates were granted.

The COMMISSIONER.—A satisfaction to creditors! I do not understand that feeling where the expenditure is so great. Mr. Kemp appears to have been at this Court before. He was running his estate a good deal too hard by his expenditure. I shall order an adjournment until November. That delay will certainly be within the period of suspension that I shall award.

Adjourned accordingly.

LEEDS BOROUGH MAGISTRATES.

IS A PHOTOGRAPHER AN ARTIST?

At the Leeds Court House, on Tuesday, before J. H. Shaw and E. Irwin, Esqrs., a young man, named Amos Lambert, appeared to answer a summons charging him with having, on Sunday last, followed his ordinary calling by taking and selling photographic likenesses.—Mr. *Ferns*, who appeared for the defendant, said he was not instructed to deny the facts. The difficulty experienced by the Bench was, whether a photographic artist came within the meaning of the word "artificer" in the Act of Parliament. The words were: "No tradesman, artificer, workman, labourer, or other person whatsoever can exercise their ordinary calling on the Lord's-day." The words "or other person whatsoever" must mean of the same description as those mentioned before; they could not extend to other classes, that was quite clear. That being so, the question was, simply, what was the meaning of the word artificer, and if it included artists? In the Imperial Dictionary, the word "artificer" meant "artist;" and, turning to the word "art," he found that it included "mechanical skill." If the case could be heard at the sessions, the best course would be to raise the question there, by the Bench inflicting a small penalty, so that an appeal might be made. But there was no appeal from the decision of the magistrates, and as they were anxious not to go short of the law, or to go beyond it, they should allow the question to stand over till they had an opportunity of consulting the Recorder, or some other person of eminence, on the point whether the practice of photography came within the meaning of the Act of Parliament.

A petition has been presented to the Vacation Judge in chambers (Sir. *W. Page Wood*) for winding-up the affairs of the London and Eastern Banking Company, and the appointment of Messrs. *Tucker, Greville, & Tucker* as solicitors has been sanctioned. If, as is supposed, preliminary proceedings have been taken for bringing the liquidation of the bank under the Court of Bankruptcy, there may be another contest, like that in the case of the Royal British Bank, for supremacy of jurisdiction; but after what then occurred, it is not probable that any protracted litigation would be suffered. The petitioners who have appealed to the Court of Chancery are Mr. A. Stuart and Mr. G. Duplex, shareholders; and there is consequently every

prospect of the transactions which distinguished the management being fully exposed. An investigation either through Chancery or Bankruptcy is the only proper medium for eliciting the actual facts identified with the loans and operations of Colonel Waugh, the manager, and the secretary — the three principal debtors to the bank.

On Saturday, at the Judges' Chambers, a man, named Henry Moore, stated to be a member of the swell mob, was brought up by habeas corpus from Reading Gaol. The prisoner was committed as a rogue and vagabond by the Windsor magistrates for "sounding" the pockets of several ladies at the Windsor Revel. The objection to the committal was, that the warrant did not state that the "Revel" was a place of public resort, as required by the 5 Geo. 4, c. 29. Mr. Baron *Bramwell* considered that this question had been decided by the Court of Exchequer, and he felt himself reluctantly obliged to discharge the prisoner. Upon being released, the prisoner was immediately taken into custody on a charge of being concerned in a garotte robbery of a Jew, in the Waterloo-road, on the 29th of April last. He was subsequently examined at the Southwark police-court and remanded for a week, bail being refused.

Her Majesty has been pleased to appoint Cyprien Hermodan Dupuy, Esq., to be district magistrate for the island of Mauritius.

Sir John Dean Paul, Strachan, Bates, Robson, Agar, Tester, Saward (*alias* Jim the Penman), together with the notorious swindler Redpath, are on board the Nile, convict ship, which vessel got under weigh from the Little Nore, made sail, and proceeded towards the Downs with a strong south-west wind on Tuesday last.

The University of Durham has conferred the degree of Doctor of Laws upon Sir Samuel Martin, one of the Barons of the Exchequer.

The *New York Post* published a complete list of all who have been sentenced to the extreme penalty of the law in New York county since the year 1784, which were, for a period of 73 years, but 89, an average of a little over one a year. And as this is a much larger number than were executed, the number convicted of capital crimes and pardoned or not hung being 18, it leaves but 20 capital punishments in 41 years.

The Surrogate had given a decision in the *Burdell case*. Mrs. Cunningham, in his opinion, is not the widow of the murdered dentist, and he had directed the issue of letters of administration to the next of kin. Mrs. Cunningham, according to the statement of an inquisitive reporter who visited her in her cell, maintained great coolness. She was of opinion that the Surrogate, though an upright man, had been influenced by her enemies.

A murder had taken place in a dining saloon at New York. Nymus, an actor, met an attorney named Wagstaff, and, some altercation ensuing, the latter struck the former a severe blow. Nymus immediately drew a revolver, and fired two shots into Wagstaff, who immediately fell to the floor a corpse.

In the West Riding the candidates who were unopposed were Mr. Edmund Denison and Lord Goderich, and, perhaps, never were members elected for so large a constituency at a general election at so small a cost in money. The total of the expenses connected with the election of Mr. Denison was only 150*l.* 13*s.* 5*d.* Among the items were—sheriff's expenses, including printing and posting bills, share of hustings, under-sheriff, and bailiff, 61*l.* 11*s.* 7*d.*, and advertising Mr. Denison's address and thanks, 75*l.* 9*s.* The total of Lord Goderich's expenses was 430*l.* 11*s.* 1*d.* Among the items were—sheriff's expenses (same as for Mr. Denison), 61*l.* 11*s.* 7*d.*; printing, advertising, posting bills, carriage of parcels, &c., 170*l.* 3*s.* 1*d.*; "marked copies of the register of voters for canvassers," £125; and election agents for professional service, 46*l.* 3*s.* At Knaresborough there were three candidates—Mr. B. T. Woodd, Mr. Collins, and Mr. Robert Campbell. The first two were elected. Mr. Woodd's expenses were 102*l.* 18*s.* 10*d.*; Mr. Collins's, 38*l.* 8*s.* 3*d.*; and Mr. Campbell's, 49*l.* 18*s.* The two largest items in Mr. Woodd's expenses were £42 for professional services, and £13 for the use of a long room and cab-hire. Mr. Collins has no charge for professional services, and the largest item in his bill is 11*l.* 10*s.* 9*d.* for election auditor's fee, per-centage, advertising, and stationery. The largest item in Mr. Campbell's bill is 11*l.* 16*s.* for refreshment, expenses of candidates, committee, agents, clerks, &c.

During the interval that has elapsed since the former inquiry into the affairs of the Royal British Bank, it is understood that a close investigation has been instituted into all the accounts, with a view to ascertain whether there is any case of securities having been made away with that were deposited with the bank with written instructions, the disposal being contrary to such instructions. This is made a felony by a special Act of Parliament, and Sir John Paul and his partners were convicted under that statute, and sentenced to transportation. At present, it appears that no such case has been discovered. It is said that whenever the trial shall be appointed to take place, the defendants will make an application to be tried separately, the object of this proceeding being to confine the evidence to the particular person under charge, and thus exclude a good deal of evidence as to the fraudulent intentions of the parties and the general combination among them. The application will doubtless be strongly opposed on behalf of the Crown.

JUDICIAL STATISTICS.

The First Part of the judicial statistics for the year 1856, lately issued by the Home Office, comprises Police, Criminal Proceedings, and Prisons. The Second and concluding Part will embrace the statistics of Civil and Commercial Justice. The report only occupies thirty-three pages, and Mr. Redgrave has shown both judgment and ability in the manner in which he has compiled it. But the returns appended occupy 103 pages, and we have serious doubts whether much advantage can be derived from the elaborate details which they contain.

The committals for trial during 1856 exhibit a decrease of no less than 6,535, or 25·1 per cent., following the large decrease of 3,387 persons, or 11·5 per cent. in 1855; so that the decrease in two years amounted to 9,922. This decrease extends over the whole country; and is rendered striking by the fact that it has extended over several years. In 1837 the committals were 23,612, in 1856 they were 19,437. Possibly the decrease during 1856 is to be accounted for in part by the extended power of justices to deal summarily with certain offences. It might have been expected that the almost total abandonment of transportation, and the return of large numbers of idle men from the Crimea, would lead to the increase of offences coupled with violence in a greater ratio than seems to have been the case. This state of things presents a gratifying contrast to what occurred at the close of the war in 1815, when the total of the commitments was immediately doubled, and offences of the gravest description bore their full proportion in that sudden increase. At the same time, it ought to be observed, that the only offences which appear to have increased during the year 1856 are burglary, housebreaking, and shopbreaking—offences with violence—which amount to 23·7 per cent., showing that the same causes which operated in 1815 were not altogether inert in 1856. It is, however, only fair to remark, that, in highway robbery—under which garotte offences are classed—there has been no increase. It seems clear, therefore, that the measures taken to repress crime have not been ineffectual.

The decrease in crime during 1856 seems due chiefly to the diminution in the crimes of theft by servants. In 1855 the committals were 20,000, and in 1856 only 13,000. It is among the females that this decrease is most remarkable, and, no doubt, this fact is to be accounted for by the operation of the Criminal Justice Act. In the more serious offences the female committals have not at all diminished. For some years the female criminals have borne an increasing proportion to the males. Twenty years ago the proportion was under 20 in the 100, but in 1855 it reached its maximum of 30·6 in the 100. In 1856 it was reduced to 26.

It is remarkable how the character of the crime is decided by the character of the agent who commits it. In crimes of the darkest complexion, where the worst passions are roused, the proportion of female to male criminals is much more close than in the other. In 1856, of 82 persons charged with murder, no less than 42 were females; of 41 charged with attempts to murder, 11 were females; of 282 charged with stabbing, wounding, administering poison, and such offences, 45 were females. The same conclusion is apparent from the sentences recorded. In the last ten years, of 96 persons executed, 13 have been females; whereas, on comparing the proportion which females sentenced to transportation or to penal servitude bear to the males, it is much smaller.

Our criminals are mainly the young, the unemployed, and the uneducated. It is certainly an appalling fact that no less than 11,808 males and 2,173 females were committed to prison, and subjected to prison discipline, who were under sixteen years of age; 1,990 of whom were, indeed, children under twelve

years of age. When we regard our criminals with reference to their occupations, it would seem that manual skill, like intellectual and moral culture, is, as a general rule, a preventive of crime. Above one-half of those committed for trial, of whom a large proportion are females, have no occupation, or are classed as labourers, charwomen, and needlewomen. Of mechanics and skilled workers, including factory-workers, the proportion is 21·7 per cent.; and of foremen, overlookers of labour, shopmen, and all above the artisan class, the proportion is only 3·8 per cent.

The French Tribunals.

The decision of the Tribunal of Commerce, by which Auguste Thurneyssen is made liable for his nephew's debts, has excited so much attention in England that we think it may not be uninteresting to our readers to state the grounds of that decision. The action was brought by the Syndic of the bankruptcy of M. Charles Thurneyssen (who in May last fled to America, leaving liabilities to the amount of about 10,000,000f., and assets of only 1,500,000f.), to have that person's uncle, M. Auguste Thurneyssen, one of the directors of the Crédit Mobilier, and that gentleman's son, George Thurneyssen, declared partners of the bankrupt, and as such responsible for his liabilities. The action was based on the allegation, supported by the production of accounts, deeds, and papers, that they, and especially M. Auguste Thurneyssen, had participated for a long time in the operations of Charles Thurneyssen; had brought capital into his bank; and had taken a large share of the profits realised. M. Auguste Thurneyssen opposed the action, on the ground, that, though he had once been a partner of Charles, who is his nephew, he had ceased to be so before the operations which resulted in his bankruptcy, and that of late years he had only been his *commanditaire*. The answer of M. Georges Thurneyssen was, that he was not a partner, but simply an *employé* of Charles, with an interest in his business. The judgment of the tribunal was to the effect, that, on the 20th December, 1837, a partnership for carrying on a bank was regularly formed between Auguste Thurneyssen and Charles Thurneyssen, was continued without interruption from time to time, and that it was never regularly put an end to; that a deed, dated 25th February, 1852, which M. Auguste Thurneyssen relied on to prove that he had ceased to be a partner, and had become a simple *commanditaire*, was null and void, inasmuch as it had not been published according to law; that it appeared that, by correspondence, he had approved of the acts of Charles Thurneyssen, and had even personally given explanations destined to calm the disquietude which had been expressed by one of the most important customers of the bank; and lastly, that as it was proved that a notable part of the liabilities at present known go back to the partnership, and that, on the 31st of December, 1851, that partnership "was in deficit several millions, independently of extensive dissimulations of liabilities, of which the books already allow the trace to be seen," that, consequently, as Auguste Thurneyssen had never ceased to be the partner of Charles Thurneyssen, and responsible for his acts, the declaration of the bankruptcy of Charles Thurneyssen must be declared common to Auguste Thurneyssen, and that the operations of the bankruptcy must for the future be followed in the common names of Auguste Thurneyssen and Charles Thurneyssen, his nephew. With respect to Georges Thurneyssen, the tribunal came to the conclusion that he had never held any other position in connection with the affairs of Charles Thurneyssen than that of a clerk with an interest, and it therefore declared that the demand for including him in the bankruptcy must be dismissed with costs; the costs, however, to be paid out of the bankrupts' estate.

A singular trial has just terminated before the French tribunals in Algeria, which, while it illustrates their peculiar manner of distributing justice, is equally interesting for the picture it affords of Arab manners and character. On the 12th of last September the diligence between Tlemcen and Oran was stopped by Arab marauders. Amongst the passengers was the Aga Ben Abdallah. The other passengers, after a short contest, fled, and when they returned with help, they found in the coupé the dead body of Ben Abdallah, and his secretary mortally wounded lying by his side. The crime, of course, caused great sensation in Oran; and Montauban, the general of the district, urged Captain Doineau, the commander of the district, to discover the murderers. Doineau said, he suspected the tribe of the Beni Nar, and indicated Tlemcen as the home of the criminals. But the widow of Ben Abdallah, breaking through the reserve of the harem, rushed into the street and accused Aga Bel Hadj. She had previously lost three other husbands, and all by deaths equally violent. Bel Hadj, to his Arab cunning, adds the politeness and philosophy of a Parisian. He is an officer of the Legion of Honour, and has been nine years in the service of France. He had been grossly insulted by the murdered man. Shortly after he was arrested, Bel Hadj, and seventeen other Arabs, confessed that they had murdered Ben Abdallah, but that Captain Doineau directed them, partly using his official power, but relying mainly, it is clear, on the force of his personal character. If the eighteen Arabs who made this singular confession were of one story, their evidence would be satisfactory; but it is far from being so. However, they are all placed in the dark, from whence they are alternately called to give evidence against themselves and their comrades. Each day of the trial betrays new contradictions. Bel Hadj is, however, the prince of prevaricators. He tells, on the first day, a circumstantial story, accusing Doineau. On the next day, during the examination of another accusing witness, Doineau exclaims: "Let Bel Hadj be again examined. It is impossible that that man, whom I have never injured, and whose good services to France have won him the rank of Aga, and the decoration of officer of the Legion of Honour, should not return to the truth." This curious way of taking evidence is, it seems, allowed in French courts, and Bel Hadj is called again to confront the Kodja Si Mohamed, who has sworn against Doineau. Bel Hadj is asked again to tell the truth: "Did Doineau command them to kill the Aga?" Bel Hadj hesitates, then turns to the Kodja, and pressing his hands on his breast, and in a voice of remarkable sweetness, says to him, "Now that we are in the face of death, should we accuse the Captain?" This, of course, produces "lively sensation." But the next day the Aga again accuses Doineau; and so he goes on from prevarication to prevarication. The result, however, is, that Captain Doineau has been condemned to death, and his accomplices to twenty years' deportation. Captain Doineau, who is a nephew of M. Billault, has appealed against the decision of the Court.

A curious point has just been decided by the Tribunal of Commerce of the Seine. There is a café at the corner of the Rue Lepelletier, known by the name of the Café Riche, of which M. Garin is proprietor. One of the heirs of M. Riche, the founder of the café, being tired of seeing his name serve for a sign to the café, brought M. Garin before the tribunal to make him resign the name. After a very elaborate argument, the tribunal has decided that a family name is an imprescriptible property, which cannot be alienated but by the will of those who have the right to bear it; and though during many years the heirs of M. Riche have tolerated their name serving for a sign to the establishment in question, they have a perfect right to withdraw that tolerance. M. Garin, therefore, is within a fortnight entirely to remove the name of Riche, and meanwhile is condemned in the costs.

The Court of Assize has condemned (*par contumace*) Ledru Rollin, Mazzini, Massarenti, and Campanella to deportation. When a judgment *par contumace* is pronounced, the intervention of a jury is not required, and it is customary to condemn the absent to the highest punishment which has been inflicted on the accused who were present. As, therefore, Tibaldi was condemned to deportation, Ledru Rollin, Mazzini, Massarenti, and Campanella have had the same sentence pronounced upon them. The proceedings occupied but a short time. There was no address from the public prosecutor, and no defence. The act of accusation was merely read, and, after a few observations from the president, judgment was pronounced.

A very interesting case is shortly to come before the Civil Tribunal in Paris. A Monsieur de M—— died on the 27th of February last, leaving a will, entirely in his own handwriting, which he concludes thus:—"And to testify my affection for my nephews, Charles and Henri de M——, I bequeath to each *d'eux* (*i. e.* of them) (or *deux*, *i. e.* two) hundred thousand francs." The paper was folded before the ink was dry, and the writing is blotted in many places. The legatees assert that the apostrophe is one of those blots; but the heir-at-law, a legitimate son of the defunct, maintains, on the contrary, that the apostrophe is intentional. It will be curious to watch the result of the contest.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. XIII.—*An Act to facilitate the procuring of Sites for Workhouses in certain cases.*

The intention of this Act is to provide for a *casus omissus* in 5 & 6 Will. 4, c. 69. That statute was passed in 1835, in order to remove some difficulties as to the sale and purchase of workhouses and other parish property, under the then existing law; and (among other things) it enabled any lay or ecclesiastical corporation, aggregate or sole, to dispose of, by way of absolute sale or exchange, any lands or buildings for the purpose of a workhouse, or for any other purpose relating to the relief of the poor approved by the Poor-law Board: and it contained provisions for effecting such a transaction, when the owner of the land or building required was "a person idiot, lunatic, or under any other disability," through such person's guardian, trustee, husband, or committee; but it failed to provide for the case of the land or building desired belonging to an ecclesiastical corporation sole (a bishop, for example, or a benefice), and the person for the time being entitled to such land or building in virtue of his office happening to be insane.

The Act under discussion provides for such a contingency, by enacting (s. 1), that, in the event of the guardians of any union or parish—or the managers of any of the school districts established under 7 & 8 Vict. c. 10, s. 40 (as amended by 11 & 12 Vict. c. 82, and 13 & 14 Vict. cc. 11, 101), for the management of infant poor of sixteen years of age and under, chargeable, deserted, or placed in the school of the district by their parents or guardians—being desirous, for any of the above purposes, to purchase or exchange land or building belonging to any ecclesiastical corporation sole, the person entitled thereto for the time being having been found to be insane upon a commission issued under 16 & 17 Vict. c. 70 ("The Lunacy Regulation Act, 1853"), such guardians or managers may petition the Lord Chancellor for leave to purchase or exchange the same accordingly; and, on such petition, the Lord Chancellor may make such order as he shall think proper. But his order, authorising the sale or exchange, will not be sufficient for the purpose, unless there be also obtained, in all cases, the consent of the ordinary having jurisdiction over such corporation (*i.e.* in the case of a parson, the consent of the bishop; and of a bishop, of the archbishop of the province); and, in certain cases, other consents also. Thus—1. In the case of an incumbent of a benefice, the consent also of the patron. 2. In the case of the land or building desired having been purchased, or become appropriated, or annexed to a benefice, by or with the consent, concurrence, or direction of the governors of Queen Anne's Bounty (as to which see 2 & 3 Ann. c. 11), the consent also of such governors. In either of these two cases, the proceeds from the transaction are, by s. 2 of the Act under discussion, to be paid to such governors, and the receipt of their treasurer is a sufficient discharge; and the proceeds are, as the general rule, and subject to any stipulation or agreement as to the expenses of the sale or exchange, to be appropriated by the governors to the particular benefice to which the land or building belonged. On the other hand, in all other cases, the proceeds (by s. 1) are to be paid into the Bank of England, to be placed to the Accountant-General's account to the credit of the corporation sole from which the land or building is bought or exchanged; and thenceforth (by a provision of 5 & 6 Will. 4, c. 69, which is incorporated into the Act under discussion with respect to these cases), the Court of Chancery may, on petition or motion of any claimant, order summarily the investment of such proceeds in the purchase of real estates or of public funds; and the rents and dividends to be distributed according to the respective interests of the claimants; and may make such other order in the premises as shall seem reasonable.

The 3rd section of the Act under discussion has reference to the above proceedings authorised by 5 & 6 Will. 4, c. 69, s. 2; and it provides, that, *until* such reinvestment of the proceeds of the transaction for the benefit of the corporation, the interest, dividends, and annual income thereof shall be applied in like manner as the rents and profits of the land or buildings would have been had the transaction not taken place.

The 4th and 5th sections of the Act under discussion regulate the manner in which the consents required by the Act are to be given—viz. in general, by executing the deed or assurance by which the land or building is conveyed or assured. But there is a proviso, that, in the case of lands or buildings of copyhold or customary tenure, the consent may be under the corporate seal, or hand and seal (as the case may be) of each of the consenting parties; such writing to be entered, with the surrender, on the court rolls of the manor. And it is also provided, that, where the benefice from which the land or building is purchased belongs to the Duchy of Cornwall, or has for its patron the Crown, or one under disability, the consent of the patron shall be testified by the persons mentioned by 1 & 2 Vict. c. 23, as to houses for the beneficed clergy—viz. (in the case of the Crown) by the Treasury, if the benefice exceed in yearly value £20, otherwise by the Lord Chancellor; and (in the case of a patron under disability), by the guardian, committee, or husband; but a feme covert must add her written consent as well.

It is noticeable that the provisions contained in the 5th section of the Act under discussion, as to Crown benefices and persons under disability, refer, by its terms, only to the case of the *sale* of lands and buildings under the Act. They are, however, probably intended to extend also to cases of *exchange*.

By s. 6 of the Act under discussion, the meaning of the word "benefice," as laid down in the 12th section of 1 & 2 Vict. c. 106 (the Pluralities and Residence Act), is adopted—viz. a benefice with *cure of souls* as distinct from a cathedral preferment, to which the term in a larger sense extends (3 Inst. 174).

The 7th and remaining section of the Act under discussion incorporates with it the provisions of 7 Will. 4 & 1 Vict. c. 50, as to lands and hereditaments of copyhold or customary tenure, and of 5 & 6 Will. 4, c. 69, as to the conveyance of workhouses, &c., to unions, under the superintendence of the Poor-law Board.

CAPS. XIV., LXXX.—*Two Acts "to amend the Joint-Stock Companies Act, 1856."*

It is necessary to examine these two statutes together—the latter by way of anticipation of its order in the session—as their common object is to remedy the defects of the 19 & 20 Vict. c. 47, or "the Joint-Stock Companies Act, 1856," hereafter called "The Principal Act." By 20 & 21 Vict. c. 14 (hereafter called "the Act under discussion") certain alterations and additions are made in the first, third, and fifth Parts of the Principal Act. These are—1. As to the registration of the company; 2. As to the register of the shareholders; 3. As to the mode of winding up by court; 4. As to the official liquidators; 5. As to the forms authorised by the Principal Act; 6. As to the repeal of statutes in force prior to the Principal Act; 7. As to the temporary provisions of the Principal Act. Besides these, the Act under discussion provides for a subject not dealt with in the Principal Act—viz. 8. Security for costs in certain cases.

1. *As to the registration of the company.*—By the 4th section of the Principal Act, it was, in effect, provided, that not more than twenty persons (other than miners in the Stannaries) should, without being registered or authorised by private Act or charter, carry on in partnership "any trade or business having gain for its object;" and that every of such persons carrying on business contrary to that provision should be liable for the payment of the whole of the partnership debts (as though a member of a trading partnership at common law), and might also be sued for the same without the joinder of the other members. It was made an objection to this provision that it was doubtful whether, by reason of its terms, more than twenty persons, unregistered, and not falling among any of the classes above mentioned, could carry on such business in partnership even at the risks above specified; and, therefore, the Act under discussion repeals the provision, and substantially re-enacts it, leaving out the substantive prohibition. It also substitutes for the words "trade or business having gain for its object," the words "trade or business having for its object the procurement of gain to the partnership."

Again, by s. 13 of the Principal Act, the Registrar of Joint-Stock Companies is directed to certify to any company its incorporation, on registration of the memorandum of association mentioned in the 5th section of that Act. By the 4th section of the Act under discussion, a copy of this certificate can now be procured by *any* person on payment of five shillings.

2. *As to the register of the shareholders.*—By the Principal Act, the capital of registered companies is treated as divided into numbered shares of fixed amount; and, by its 16th and 17th sections, companies are directed to keep a general register of their shareholders, and to forward annually to the Registrar a list of the shareholders for the current year. The 5th section of the Act under discussion allows shares fully paid up to be converted into stock, and, as to such part of the capital, dispenses with the register and annual list of shareholders. But (by s. 6) notice must be given to the Registrar of an in-

tended conversion of capital into stock, and (by s. 7) a register of the names and addresses of the stockholders is to be kept for inspection at the company's office. Also (by ss. 8 and 9), the provisions in the Principal Act as to remedying improper entries or omissions in the register of *share*holders, and as to the rectification in general of the register, are extended to the case of *stock*holders. Moreover (by s. 10) a penalty of £1 for every offence is laid on a company making default in forwarding to each of its shareholders, who shall apply for the same, a copy of the memorandum and articles of association.

3. *As to the mode of Winding-up by the Court.*—The 11th section of the Act under discussion gives authority to the Court winding up a company, on the application of the official liquidator, to issue a warrant for the arrest and seizure of the property of any contributory about to quit the United Kingdom, or otherwise abscond, or to remove or conceal any of his goods and chattels, for the purpose of evading payment of calls, or avoiding examination in respect of the affairs of the company. Any contributory, however, so dealt with may (by s. 12) apply to the Court for his discharge or for the re-delivery to him of his property; and such order shall be made as seems just. By s. 13 of the same Act, all calls made on contributories under s. 82 or s. 104 of the Principal Act are to be deemed, in England and Ireland, *specialty* debts from the contributory to the company. It may be presumed that the object of this provision is to make the personal estate of a contributory on whom such call has been made, chargeable thereto in the hands of his executor or administrator, in preference to his simple contract debts; and to make his real estate chargeable therewith, in certain cases, in the same priority, through the medium of the Court of Chancery.

4. *As to the Official Liquidators.*—Several changes as to these are introduced by the Act under discussion. By ss. 14 and 15 they are for the future to be appointed with reference to, and as the representatives of, *both* the creditors and the contributories. By ss. 16, 17, and 18 they are intrusted with additional powers to those given them by the Principal Act, with regard to compromising debts, calls, and claims, selling the property of the company in the course of liquidation, and calling together general meetings of such company. After these provisions as to official liquidators, there is (somewhat out of place) an enactment in the Act under discussion (s. 19) to enable the Court winding up a company to adopt, partly or wholly, proceedings previously taken under a *voluntary* winding up. The Act under discussion then reverts to the position of official liquidators; and makes them (by s. 20) liable to a penalty for failing to report to the registrar the decree or the resolution declaring the dissolution or the fair winding up of any company they have been engaged in liquidating, either under the court, or voluntarily; and (by s. 21) constituting them trustees, under 10 & 11 Vict. c. 96—the Act of 1847 for securing trust funds, and for the relief of trustees—with regard to any property of the company they shall find themselves unable to distribute at the expiration of twelve months from the dissolution of such company, owing to the death or absence of the parties entitled thereto.

5. *As to the Forms authorised by the Principal Act.*—The schedule to that Act contains (Table B) certain regulations for the management of registered companies; which by s. 9 of that Act, if there be no regulations prescribed in the articles of association, or, so far as such table is consistent with the regulations annexed to or indorsed on such articles—are to be deemed the "regulations" of the company. But, by the 58th section of that Act, authority was given to the Board of Trade, to make alterations from time to time in the forms and tables of the schedule. By s. 22 of the Act under discussion, however, no such alteration is to affect any company registered prior to such alteration, unless adopted by special resolution of the company.

6. *As to the Repeal of Statutes in force prior to the Principal Act.*—The 107th section of that Act repealed 7 & 8 Vict. c. 110 (the Joint-Stock Companies Act, 1844), the 10 & 11 Vict. c. 78 (for the amendment of the Act last mentioned), and the 18 & 19 Vict. c. 133 (the Limited Liability Act, 1855)—but, so far as regarded any company completely registered under 7 & 8 Vict. c. 110, not till such company registered under the Principal Act. Under this section a difficulty arose as to *insurance* companies, they (together with banking associations*), being expressly excepted from the operation of the Principal Act. Hence the 23rd section of the Act under discussion repeals the 107th section of the Principal Act, and proceeds itself to enact, with reference to the three Acts above mentioned, that they "shall be deemed to have been, and still to remain, unrepealed as to any company completely registered" (*i. e.* under 7 & 8 Vict. c. 110) "which has not obtained registration under the Principal Act, until such time as such company obtains registration under" the Principal Act, or the Act under discussion, "but from and after such time, and not before, shall be repealed as to such last-mentioned company; and, subject as aforesaid," all the said three Acts "shall be repealed." It was, however, later in the session discovered that that section did not meet the case of insurance companies, and therefore was passed 20 & 21 Vict. c. 80, called (as well as the Act under discussion) "An Act to amend the Joint-Stock Companies Act, 1856." By this Act it is enacted, that neither the Principal Act nor the Act under discussion shall be deemed to have been repealed as respects insurance companies already or to be hereafter formed under 7 & 8 Vict. c. 110, or any Act amending the same, or relating to such companies. There is, however, the following provision as to certain particular insurance companies:—Provided, that, if any insurance company formed under 7 & 8 Vict. c. 110, or the directors of, or shareholders in, any such company, have, during the interval between the passing of the Principal Act and the Act under discussion, acted as if the 7 & 8 Vict. c. 110, had, as to such company, been repealed by such Principal Act, then, "so far as affects the mutual rights and relations of the said company, its directors and officers, and late or present shareholders, and so far as affects any penalties which the said company, or its directors, officers, or shareholders may have incurred by non-observance of 7 & 8 Vict. c. 110, the said 7 & 8 Vict. c. 110, shall, as regards the actions of such company, its directors and shareholders, during such interval as aforesaid, be deemed to have been repealed." The result of all this seems to be, that (whatever may have been intended by the Principal Act) the 7 & 8 Vict. c. 110, and 10 & 11 Vict. c. 78, are still the statutes under which all existing insurance companies are regulated, and under which future ones are to be formed. It is to be remembered that companies for assurance are expressly excluded from the Limited Liability Act, 1855.

7. *As to the temporary provisions of the Principal Act.*—After a provision (s. 25) as to companies registered under the Principal Act between 3rd Nov. 1856, and the date of the Act under discussion, and after the repeal of the 110th section of the Principal Act, the Act under discussion (by s. 27) fixes 2nd Nov. 1857, as the date before which companies completely registered under 7 & 8 Vict. c. 110 (except insurance companies), or under the Limited Liability Act, 1855, must register under the Principal Act, or the Act under discussion; and, in default, visits them with certain penalties and incapacities. By s. 29, certain existing companies not required by law to be registered may, nevertheless, register on certain conditions; and by s. 33, the 113th section of the Principal Act is repealed, and, in its place, is inserted a provision, that, on compliance with the requisitions as to registration, the Registrar shall certify to any existing company that it is incorporated as "limited," or otherwise; and it is provided, that the provisions by which such company was formerly regulated or constituted, shall be deemed thenceforth the "regulations" of the company, as if they had been in a registered memorandum and articles of association; and that the provisions of the Principal Act and of the Act under discussion shall apply to such company, with certain reservations and provisoes.

8. Finally, *as to security for costs in certain cases.*—It is provided by s. 84 of the Act under discussion, that, where a limited company is plaintiff or pursuer in any legal proceeding, any judge with jurisdiction, if he has reason to be satisfied that the assets of the company will be insufficient to pay the costs of the defendant, if successful—may require security to be given for such costs, and, in the meantime, may stay all the proceedings.

* *Banking* companies are now regulated under another Act of the present session—viz. c. 49.

Recent Decisions in Chancery.

GAMING—ILLEGAL CONTRACT.

Byers v. *Adams*, *In re Law*, 5 W. R. 795.

The 18th section of the 8 & 9 Vict. c. 109, renders void all contracts or agreements by way of gaming or wagering, and enacts that no suit shall be brought or maintained in any court of law or equity for recovering money alleged to be won upon wager, or deposited in the hands of a person to abide the event. There have been numerous decisions at law, some of which have tended to throw doubt upon the construction of the very clear and intelligible provisions contained in this section of the statute. We are not aware that the subject has come under the consideration of a court of equity, until the case of *Byers* v. *Adams*. In *Johnson* v. *Lansley* (12 Com. B.

Rep. 468), two persons jointly made bets with third persons on a horse-race. One of the two persons received the money, and gave the other, for his share, a bill for the amount, accepted by a stranger. In that case, the Court of Common Pleas held that the indorsee was not precluded by the 18th section from suing the acceptor upon the bill. "Before the statute," said *Maule*, J., "he would have been bound to pay over the money, and I find nothing in that statute to excuse him from doing so;" and all the judges appeared to be of opinion that there was nothing in the Act to render betting on a horse-race illegal—*Maule*, J., observing that the 18th section treated "the money which is in a man's pocket at the time as the reasonable limit to which he may gamble." In a subsequent case (*Knight* v. *Cambers*, 15 Com. B. Rep. 562) the same Court held, that it was no answer to an action for money paid by the plaintiff for the defendant's use, at his request, that the money was paid in respect of losses on wagering contracts made void by the 18th section. The contracts in that case were for the sale of shares in a company, and, under the circumstances, the defendant contended that the contracts in question were by way of gaming and wagering, and, therefore, void; and that the plaintiff, who was the sharebroker, and had paid the amount of the loss resulting from the transactions, had no right to recover the amount so paid; but *Maule*, J., considered, that, assuming the original contract to have been void, there was nothing to prevent the plaintiff from recovering money afterwards paid by him at the defendant's request; and the case appeared so plain to the other members of the court, that judgment was pronounced for the plaintiff without going into any discussion on the merits of the question. *Fitch* v. *Jones* (5 Ell. & Blackb. 238) is a decision of the Court of Queen's Bench during the same year as the last-mentioned case—viz. in 1855. In *Fitch* v. *Jones*, which was an action on a promissory note, the plea was, that the defendant made the note, and delivered it to the indorser in payment of a bet on the amount of hop duty, and that the plaintiff took it when overdue, and without value; and it was there held, that, although proof that a negotiable instrument was affected with fraud or illegality in the hands of a previous holder raised a presumption that he would indorse it away to an agent without value, the presumption did not arise when the previous holder merely held without consideration; and that a bet, though void, and, therefore, no consideration, was not illegal so as to raise a presumption that the indorsement was without value. In *Byers* v. *Adams*, A. instructed B. to back a horse in £100 for a race, which B. did with C. The horse won, and B., having received the amount of the bet from C., died without paying it over to A.; and the question was, whether A. was a creditor upon B.'s estate for that amount. *Stuart*, V. C., notwithstanding the cases to which we have referred, and other decisions at common law to a similar effect, held that A. was not a creditor. His Honour considered that the transaction was struck at by the express provisions of the statute; and as to the cases at common law, *in which there were acceptances or promissory notes*, he observed that they "could only be accounted for upon the principle that the money was recoverable upon a bill of exchange or promissory note as on a legal consideration." It was, however, properly argued for the person claiming to be creditor that the money had been received from a third person for the use of the claimant, and that it was, therefore, to be considered as held to his use, irrespective of the circumstances under which it was obtained, and that the holder was as much bound as if he had accepted a bill of exchange; but his Honour was of opinion that the language of the section was too explicit to admit of a doubt. That his opinion as to the construction of the statute is somewhat at variance with the views expressed by the common law judges is obvious, we think, from his Honour's statement of its general effect—viz. that the "statute had enacted, in the plainest terms, that courts of law and equity should not *countenance* suits instituted for the recovery of sums of money or other valuable things alleged to have been won on a wager." In this case, however, there could hardly be a doubt, upon the construction of the statute, that A., the claimant, who was the winner of the bet, could not maintain a suit for the recovery of the money won, B. the holder of the money having been the person who, at A.'s request, negotiated the making of the bet.

EXECUTOR—CREDITOR—PUBLIC COMPANY.

Labouchere v. *Tupper*, 5 W. R. 797.

This case, which was a decision of the Judicial Committee of the Privy Council, decided that the assets of a deceased shareholder in a joint-stock company were not liable to creditors for debts contracted subsequently to the testator's death, although the executor continued to hold the shares and receive the dividends during the time which intervened between the death of the testator and the failure of the company—a period of more than three years. The principle of the decision is thus expressed by *Knight Bruce*, L. J., who delivered the judgment of their Lordships:—"The executor of a trader carrying on the trade after his death, though doing so avowedly in the character of executor, is nevertheless personally liable for all the debts contracted in the trade after his death, whether he is entitled or not entitled to be wholly or to any extent indemnified by the testator's personal estate, and whether it is sufficient or insufficient for the purpose; nor does the propriety of his conduct, as between himself and those beneficially interested in the testator's personal estate, give the creditors of the trade, becoming so after the death, the rights of creditors of the testator—it being immaterial, also, as far as they are concerned, whether the testator, if he had a partner, was bound by a covenant with him, that the testator's executors should continue the trade in partnership with the surviving partner. The latest authorities on the point are, we conceive, thus, and appear to their Lordships preponderant and correct."

The case was on appeal from a decree of the Court of Chancery in the Isle of Man; but it was assumed in argument, and acquiesced in by the Bench, that there was no difference between the law of England and that of the Isle of Man as to the principles and rules affecting the question at issue. The decision, therefore, is an important authority in our law, and is an illustration of the manner in which our Courts apply the general doctrines affecting executors in cases now of very common occurrence—viz. where their testators were members of joint-stock companies at the time of their death. The legal year which has just drawn to a close has been prolific in decisions affecting the rights and duties of executors placed in such a position.*

WILL — CONSTRUCTION — "UNMARRIED."

In re Gratton's Trusts, 5 W. R. 795.

There are several reported cases in which Courts of equity have been called upon to construe the meaning of the term "unmarried." In *Hall* v. *Robertson* (4 De G. Mac. & Gor. 781), a gift by will to "unmarried daughters" equally, was held by *Stuart*, V. C., to mean daughters who never married; but, on appeal, the Lords Justices varied the order of the Court below by declaring that the testator intended by the term "unmarried" to point to persons unmarried at the time of making the will, and therefore included a daughter who had married and become a widow between the date of the will and the death of the testator. Their Lordships appear to have been a good deal influenced by the consideration, that, if they did not so construe the will, there might be circumstances in which there could be no division of the property, for all the daughters might become married after the testator's death. Subsequently, however, in *Re Thistlethwaite's Trust* (3 W. R. 466), which was an appeal from the decision of the same learned judge, their Lordships construed the word "unmarried" as meaning never having been married; at the same time being very careful to insist that they arrived at that conclusion from the whole context of the will; and that their decision was not to be considered as settling the interpretation which was in general to be given to the word in wills. In *Re Norman* (3 De G. Mac. & Gor. 967), their Lordships reversed a decision of *Kindersley*, V. C., who held that the expression in a will, "dying without being married," meant without having ever been married. The Lords Justices were of opinion that the true grammatical construction was—dying without the person (a lady) having a husband at the time of her death. In *Re Gratton's Trusts* (5 W. R. 795), a sum of money was given by will to such person as A. C., a married woman, should appoint; and in default, after her death, the same was to go to her next of kin as if she had died "intestate and unmarried." She died without having executed the power, leaving her husband and three children surviving, under which circumstances, *Stuart*, V. C., was of opinion that the intention was to exclude the husband in the event which had happened, and that, in effect, the words used by the testator—viz. "intestate and unmarried"—were equivalent to "intestate and a widow." In all these cases, as in every case where the intention of a testator is to be gathered, not merely from some particular word which he may have used, but from the whole scope of the will, and from the context generally, decisions of the highest courts are not of very great value in construing other wills; but they are very useful to the practitioner who is in the habit of framing such instruments, inasmuch as they call his attention to states of circumstances and

* See *ante*, p. 705

contingencies which may arise, for which it may be proper for him sometimes to make particular provision, or, at all events, to bear them in mind, while he is engaged in giving shape and effect to the intentions of testators.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

(Continued from page 790.)

III. *Practical Improvements.*

Proposed Alteration of Terms, Circuits, and Sittings.—The Council having been favoured with a communication from the Commissioners for inquiring into the arrangements for transacting the judicial business of the superior courts of common law, and the times and places of holding assizes; and the Commissioners having invited the suggestions of the Council on the subject-matters of the inquiry, the Council, with the valuable aid of their Common Law Committee, considered it advisable, in the first instance, to transmit suggestions proposing that there should be three instead of four terms, three circuits for civil business, and three *Nisi Prius* sittings in London and Middlesex.

They subsequently proceeded to consider some of the details for carrying into effect the proposed alterations, and suggested as follows:—

The first circuit to commence about 6th January, and continue till the middle of February. Hilary Term to commence the 14th or 15th of February, and to continue till 13th or 14th March. The sittings in London and Middlesex then to take place, and continue till the 13th or 14th April.

The second circuit from 14th April to 24th or 25th May. Easter term to be abolished, and Trinity to commence the 25th or 26th May, and continue to 22nd or 24th June. The sittings in London and Middlesex to be held from 24th June to about 22nd July.

The third or summer circuit from 24th July to the end of August. Michaelmas term to begin on the 1st November and end on the 27th. The sittings in London and Westminster to commence immediately after Michaelmas term, and continue till the day before Christmas.

It was considered essential in this inquiry to ascertain the opinions of the several committees of the provincial law societies on the proposed changes, and letters were accordingly sent to those societies requesting their opinions on the following points of inquiry:—

1. The advantages to be gained by having three circuits in the year, instead of two.
2. The periods of the year at which the circuits should take place.
3 The discontinuing assizes at small towns, and transferring the business to adjoining places.
4. Re-arranging the assizes, and appointing some to be held at large towns which are now without assizes.
5. The best means of arranging such changes with reference to the time of holding Quarter Sessions.
6. The redistribution of the circuits, either by increasing the number of the circuits, or by re-arranging the length of each circuit, and equalising the duration of the whole.

The Council have been favoured with answers on these points from several of the provincial law societies, and with one exception on the Western Circuit, they have intimated their concurrence in most of the suggestions of the Council, but have added several important recommendations, which have been submitted to the Commissioners.

Several members of the Council, with some of the members of the Society, have attended the Commissioners, and given their views in detail, which will, of course, appear in the Commissioners' Report.

Delays in the Chancery Offices.—Notwithstanding the large diminution which has been effected in the expense and delay of Chancery proceedings by the recent Statutes and Orders of Court, there are still several complaints of delay in conducting the business at some of the offices of the Court.

Although causes are heard, motions made, and decrees and orders pronounced with as much expedition as can be desired on the part of the suitors, consistently with a due and proper attention to their interests, it is the subject of very general complaint that such decrees and orders are not promptly issued and carried into effect. The truth is, that there are numerous delays at the four principal offices where the details of the business of the Court have to be investigated and completed—namely, at the chief clerks' offices, the registrars' office, the taxing-masters' offices, and the Accountant-General's office; and without imputing blame to any of the present officers, the Council are of opinion that the evils complained of require to be redressed, and they have now under their consideration suggestions for expediting the despatch of business in the several offices above mentioned.

Administration of Oaths by London Commissioners.—According to the present practice, commissions for taking affidavits in the several superior courts of common law are issued to every attorney residing at the distance of ten miles or upwards from London; but such commissions do not authorise the administration of an oath within ten miles of London. The consequence of this restriction is, that any deponent residing ten miles or more from London can make an affidavit in any action or other proceeding before the nearest attorney who has obtained a commission, at any hour most convenient to all parties; but if the deponent reside in London, or within ten miles, he must either travel beyond ten miles from London to a commissioner, or must attend the Court, or at the judge's chambers, within certain limited hours. It has therefore been submitted to the Chief Justices and the Chief Baron that the public convenience and the saving of expense to the suitor in common law proceedings would be consulted by granting commissions to a sufficient number of attorneys carrying on business in different parts of London to the distance of ten miles therefrom. The Council have not yet received a reply to their application.

Sheriffs' Fees.—A memorial from several under-sheriffs, setting forth the alterations which had taken place since their fees were regulated in the year 1837, having been presented to the judges, the subject has been taken into consideration by the Council; and the masters of the common law courts have been attended; and, considering the circumstances urged by the under-sheriffs, the Council are of opinion that there should be a complete revision of the whole of the sheriffs' fees; and the scale, when satisfactorily arranged between the practitioners on the part of the suitors, and the under-sheriffs and their officers, might be submitted to the masters for the purpose of obtaining the sanction of the judges.

New Rules and Orders.—The rules and orders of court which have been printed for the Society during the past year, for the use of the members, are as follows:—

In the *Court of Chancery**.

1st February, 1856.—Erasures in Answers, Affidavits, &c.
1st August, 1856.—Obliterating Stamps.
12th November, 1856.—Business of the Judges' Chambers.
15th November, 1856.—Leases and Sales of Settled Estates.
30th January, 1857.—Fees of Solicitors and Fees of Court.
2nd February, 1857.—Service of Notices on Saturdays.

In *Lunacy*.

8th November, 1856.—Office Copies and Costs.

In *Bankruptcy*.

24th March, 1857.—Services of Notices on Saturdays.

In the *Common Law Courts*.

2nd November, 1855.—Costs under Bills of Exchange Act, 1855.
8th May, 1856.—Service of Notices, &c., on Saturdays.
23rd April, 1857.—Judges' Orders for Costs and Satisfaction of Judgments.

In the *County Courts*.

9th October, 1856.—Costs and Charges to be paid to Counsel and Attorneys, as well between Party and Party as between Attorney and Client, under the Provisions of the Statute 19 & 20 Vict. c. 108.

11th January, 1856.—*Examination and Registration Fees.*

(To be continued.)

LAW STUDENTS' MUTUAL CORRESPONDING SOCIETY.

Fourth Annual Report of the Committee, presented to the Members 9th April, 1857.

It is with pleasure your Committee are enabled to announce in this, their Fourth Annual Report, the continued success which has attended the operations of the Law Students' Mutual Corresponding Society during the past year; and placed upon a still firmer basis such a systematic means of intercommunication between the junior members of the profession as cannot fail to prove most beneficial to those who may avail themselves of the advantages it offers.

The Society now consists of nearly 100 honorary and ordinary members; a considerable increase since last year, notwithstanding the secession of many of the older members from the ranks of the Society, their terms of articles having expired, and

* The Chancery Orders of 18th July, 1857, as to enforcing Decrees, &c., are included in the Collection.

the active duties of the professional life into which they have entered rendering it impossible for them to devote the requisite time and attention to the papers of the Society. It is, however, most gratifying to your Committee to state, that, in nearly every instance of withdrawal, they have received letters speaking in the highest terms of the great advantages derived by the writers whilst members of the Society, one of the most convincing proofs that it is really a most material assistance to the articled clerks in their studies, and most deserving of their support.

The growing importance of the Society has been manifested during the past year by the establishment of a quarterly journal, circulated amongst the members, containing, in a digested form, the most important discussions of the Society, besides other articles of utility and instruction to the law student; and your Committee cannot here omit to express on behalf of the Society their warmest thanks to those gentlemen who have undertaken the labour of preparing and editing the contents of the journal, which, your Committee feel, will be productive of immense advantages to the members of the Society.

Your Committee regret that the steps taken to organise a London section of the Society for *viva voce* discussions did not meet with that encouragement which had been anticipated, and that the meetings were in consequence discontinued; they hope, however, at some future time, to see the section revived, and would earnestly recommend the consideration of such a course to the members of the Society now residing in the metropolis.

Your Committee deem it advisable to draw the attention of those articled clerks who are not at present aware of the existence of the Society, to its principal features and objects. It is designed—first, as a means of friendly intercourse, and for the purpose of engendering feelings of unanimity and friendship amongst articled clerks generally throughout the kingdom; secondly, to supply the wants of a debating society in small towns by affording a medium for the written discussion of moot points on legal subjects, and the composition of essays; and thirdly, by the same means, to furnish opportunities to the student to apply principles to practice, and thus assist him in obtaining a practical knowledge of his profession; and your Committee feel justified in asserting that every member who, actuated with an earnest desire for self-improvement, will give his full attention to the papers of the Society, cannot fail to acquire an extensive and varied knowledge of the law.

With regard to the financial position of the Society, your Committee feel pleasure in stating, that, after defraying all the expenses of the past year, an ample balance remains to the credit of the Society. For the Committee,

CHARLES R. GILMAN,

Norwich, August, 1857. Hon. Secretary.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

The next case which has been considered of sufficient interest to merit special notice in this Journal is *Clarke & Others, Wellwood's Trustees*, against *Mrs. Ann Rattray & Others*, 17th Dec., 1856. This case came into court, at the instance of the trustees, in the shape of a multiple-poinding, a form of process resembling interpleader in England, and in which almost every kind of question may be raised and disposed of. The case has come before the court at various times, and upon various points; but we only intend to notice it in reference to the questions brought before the court on the date above mentioned, which included one in regard to the right of the agent for the trustees, who was himself a trustee, to make certain professional and other charges against the estate.

The truster, Mr. Wellwood, died in February, 1847, having conveyed his whole estate to his widow and certain other persons as trustees. The primary trust purposes were to pay his debts and certain annuities, legacies, and provisions, which need not be particularly specified. By the 8th purpose of the trust, the trustees were directed to entail the lands of Foleyhills and Colinton Mains upon his granddaughter, Maria Ann Boswell (or Rattray), and the heirs whomsoever of her body, upon her attaining majority. The trustees were further directed to accumulate the rents and produce of the trust lands so to be entailed, "so long as vested in them," and to pay over the same, along with the residue of his means and estate remaining after satisfying the other purposes of the trust, to his four grandchildren, "equally between them and the survivors or survivor of them, and that at the first term of Whitsunday or Martinmas after the entail of the said lands has been executed."

The trust deed further declared, that, if Maria Ann Boswell married without the consent of the trustees, she should forfeit the estate. She married without asking this consent; but in 1851 the trustees stated, judicially, that they consented to the marriage, and they were directed to entail the estate upon their ward in terms of the trust deed, which was accordingly done. Maria Ann Boswell (or Rattray), the heiress of entail, had attained majority in 1849; she was married in 1848.

The accounts of the trustees were then remitted to Mr. Donald Lindsay, accountant, and Mr. Thomas Ranken, S.S.C., for the purpose of being audited and adjusted, with the view of ascertaining the amount of accumulated rents and residue divisible among the four granddaughters, that the trustees might be exonered.

The trustees in their accounts debited themselves, for behoof of the general and residuary legatees, with the rents of the entailed lands for crop 1849, and the first half of crop 1850; and credited themselves with all payments on account of these lands applicable to the same period. They further credited themselves, as against those parties, with certain other items, including professional and other charges made against the estate by Mr. Sands, W.S., one of their number, whom they had appointed to be their agent, factor, and cashier. The rents above mentioned were credited against the residuary legatees in consequence of an arrangement which had been entered into with the view of avoiding a question which arose as to when Maria Ann Boswell (or Rattray) became entitled to these rents, in consequence of not having obtained the consent of the trustees previous to her marriage.

Mrs. Hill, one of the residuary legatees, and her husband, besides objecting to the board allowed to Mrs. Rattray, objected to the following items of charge in the trustees' accounts:—1st. The expense of a new cattle-shed on the farm of Colinton Mains, part of the estate entailed on Mrs. Rattray (Maria Ann Boswell)—on the ground that it was beyond the power of the trustees to make such an application of the trust-funds, and so favouring the heiress of entail to the injury and damage of the residuary legatees, seeing that there was no legal obligation on them to make any such expenditure. 2nd. The charges for making up the title to the entailed estate—on the ground that it was chargeable against Mrs. Rattray. 3rd. The charges made by Mr. Sands for commission and professional trouble—on the ground that he was not entitled, being a trustee, to make such charges: and 4th. The amount of interest allowed by Mr. Sands on the trust funds retained in his hands—on the ground that he was not entitled to mix up the trust funds with his own, but was bound to have placed them in bank, upon separate account, in name of the trustees.

In regard to the first objection, it was answered that the expenditure objected to was proper in itself, and was truly a charge against the rents, which Mrs. Rattray had given up: to the second, that the expenses referred to were incurred in carrying out the directions of the truster, and were part of the expenses of executing the trust; to the third, that the business charged for was all necessary business, and was for work done over and above Mr. Sands' fair share of duty as a trustee, and must have been incurred to another agent, if he had not been employed; to the fourth, that Mr. Sands had not retained funds longer than was necessary to collect them, for the purpose of meeting the obligations of the trustees.

The Lord Ordinary, on 17th February, 1855, pronounced the following interlocutor:—Finds that both parties have "expressed their adherence to the arrangement made on 26th February, 1852, by which the additional claim of Mrs. Rattray was disposed of; and, having considered the objections taken to the accounts of the trustees, repels the objection taken to the charge in the trustees' accounts for £145, expended in December, 1850, in building a cattle-shed on the farm of Colinton Mains." Then follow some findings relative to the rate of board, which are not important; after which the interlocutor proceeds as follows:—"Finds that Mr. Warren H. Sands, himself a trustee, acted as factor, cashier, and law agent for the trust, and that his accounts, after due examination, have been found to be sufficiently vouched, and to be reasonable in amount. Finds that Mr. Sands is not entitled to charge any commission or factor's fee against the trust estate for his management as factor and cashier. Finds, that, in so far as Mr. Sands' accounts as law agent have been incurred in the conduct of suits in which the trustees were parties, and he acted as agent for the trust in the suits, he is entitled to make a charge against the trust estate for his professional remuneration; but that, in so far as his said accounts have been incurred in the administration of the affairs of the trust, apart from judicial proceedings, Mr. Sands is not

entitled to claim against the trust estate any professional remuneration, but only to be reimbursed his outlay. Repels the objection by the claimants to the charge for £25, paid to Mr. Gardner, the agent of the heiress of entail, for his business account in the execution of the entail, which, by the terms of the trust deed, the trustees were bound to execute, and to that extent sustains the charge against the trust estate." Then follows a finding of consent; and lastly, "Finds, that, under all the circumstances, the interest chargeable against Mr. Sands during his management has been fairly stated in the accounts, and that no higher interest is exigible." With these findings, appoints the case to be put to the roll, &c.

To this interlocutor the Lord Ordinary (*Ardmillan*) added the following note:—"The point of difficulty in this case relates to the business accounts of Mr. Sands, W.S., who, being himself a trustee, was factor, cashier, and law agent to the trust. He had been previously agent for the family, and was well acquainted with the affairs. He was one of several trustees; and when he was appointed factor, a quorum was left to control him, and his management has been satisfactory to all the trustees, and favourably reported upon by Mr. Donald Lindsay and Mr. Thomas Ranken. It is, accordingly, a hard case for the application of the rule, that a trustee shall make no profit by his office; and it is not without some hesitation that his professional remuneration as law agent has been limited to charges for agency in judicial proceedings. But the general rule of law is now settled, and it has been declared by the highest authority to be important and salutary. The case of *Horne* against *Pringle* was decided in the House of Lords, on June 22, 1841 (2 Rob. App. p. 384); the case of *Seaton* against *Dawson*, in this court, on Dec. 18, 1841 (4 Dun. 319); and the case of *Cullen* against *Baillie*, on Feb. 20, 1846 (8 Dun. 517). And the promulgation of the rule, at least within the legal profession, must be viewed as complete before the date of Mr. Wellwood's death, on Feb. 25, 1847. So that the administration of this trust commenced after the rule had been judicially announced and enforced—in this respect differing from the case of *Miller's Trustees* against *Miller*, Feb. 23, 1848 (10 Dun. 765): A sum of £50 was bequeathed to each of the trustees; the beneficiaries are many of them in minority, and there are no grounds for inferring adoption or homologation of the agency of Mr. Sands as professional, and to be remunerated, so as to bring the case within the operation of the principle recognised, under special circumstances, in *Ommaney* v. *Smith*, March 3, 1854 (16 Dun. 721). It was contended by the trustees, that, Mr. Sands being one of several trustees, and there being a quorum without him, he is not within the general rule; and the case of *Cradock* against *Pyper*, Jan. 18, 1850, was strongly founded upon in support of this argument. But after careful consideration of the decision, in *Cradock* v. *Pyper*, by Lord *Cottenham* (1 Hall and Twells' Chan. Rep. p. 617), as well as the previous case of *New* v. *Jones*, Aug. 8, 1833 (reported in a note to the report of *Cradock* v. *Pyper*, as above, p. 63), decided by Lord *Lyndhurst*, when Chief Baron, and the more recent case of *Lincoln* v. *Windsor*, July 9, 1851 (20 Law Journ. Chan. Rep. p. 531), decided by V. C. *Turner*, the Lord Ordinary has felt himself unable to recognise any ground of exception from the general rule, in the mere fact that the trustee acting as agent is not a sole trustee, but one of several. In the case last mentioned, the point is expressly referred to by the Vice-Chancellor, and no ground for this distinction is recognised; and in the case of the *Bon Accord Assurance Company* v. *Souter's Trustees*, June 13, 1850 (12 Dun. 1010), the claim for professional remuneration was rejected, though there were several trustees. A distinction in regard to agency in a suit, where the trustees were parties, where a law agent must have been employed, and where the costs of the estate have not been augmented, seems to have been recognised in England, and also in the case of *Tindlay's Trustees* v. *M'Onie*, March 6, 1852 (14 Dun. p. 621); and to this exception effect has been given in the present case." Then follow some general remarks which are not important.

Both parties reclaimed, and were heard on their pleas—nothing was said as to the rate of board. The other objections above-mentioned were fully discussed.

The Lord President, with whom Lords *Ivory* and *Curriehill* concurred, in delivering judgment, said, the points which the Lord Ordinary had decided are various, and may be taken in the same order as he has taken them. The first objection disposed of relates to the sum expended in building the cattle-shed on Colinton Mains, in Dec. 1850, viz. £145, for which the Lord Ordinary has allowed the trustees to take credit. His Lordship then stated fully the circumstances under which the expenditure was made, and those under which the arrangement took place, whereby the rents for the first half of crop 1850 and previous years were surrendered to the general residue and continued:—"It appears to us, upon the whole, that his Lordship is right. The arrangement between the landlord and tenant was a most proper one. The rents out of which the expenditure was allowed to be retained were those of 1849. These rents would have belonged to the heiress of entail if the question as to the date of her succession had not arisen, and would have borne the charge. As a matter of compromise, she surrendered these rents; and it must be held that she surrendered them as they stood at the time—that is, subject to the charge upon them arising out of the arrangements between the trustees and the tenant which had been previously concluded."

The next question is as to Mr. Sands' accounts. This must be settled by the recent judgments of the whole Court in the cases of *Douglas* and *Dundas*. The broad principle sanctioned by these cases is, that a trustee is not entitled to place himself in a position which may give him an interest possibly adverse to the estate, and so prevent him from discharging his duties faithfully, by giving free and unbiassed advice. With the exception, therefore, of outlay, Mr. Sands' charges must be disallowed, and that part of the Lord Ordinary's interlocutor will be altered.

Then, as to Gardner's account: There does not appear to be any ground for charging it against the general estate. The trustees were ordered to make an entail of certain lands, and were bound to execute that entail; and they were entitled to employ Mr. Gardner, if they thought fit, but always at the expense of the estate to be so entailed.

Lastly, there is the question of interest, which is important as a question of principle. Mr. Sands was acting as agent for the trust, and he was one of the trustees. I assume that it was necessary, for the purpose of the trust, to have a command of funds, and so balances arose. Mr. Sands has given the trustees credit for the same rate of interest on these balances which they would have got if they had been deposited in bank; but he does not appear to have accumulated the interest. It is contended, that, being a trustee, he was not entitled to keep trust funds in his hands; that, having done so, he must pay the highest rate of interest; and that the interest must be periodically accumulated. In some cases it may be very important to enforce this rule, for the funds may be put in peril. It may not be easy to ascertain what are the trust funds if mixed up with the private funds belonging to a trustee. The perils are considerable even in regard to persons whose affairs appear to be flourishing. This applies not merely to an agent who may happen to be a trustee, but to merchants and all others who may be factors on an estate. The party who may be acting as factor or agent for a trust may be undoubtedly solvent, but the Court cannot draw distinctions. The only safe course is for a trustee to separate the trust funds from his own, and to keep them on separate accounts. If he does not take that course, he must submit to have a high rate of interest charged against him. On the other hand, if he advances money on account of the trust, he will be allowed to charge bank interest.

The Court pronounced an interlocutor, which, besides disposing of the question in regard to the rate of board, and some other matters of no interest, contained the following findings:—"Recall the findings in the said interlocutor in reference to the accounts of Mr. Warren H. Sands, or Messrs. Sands, as law agent or law agents, for the trustees and trust estate in the conduct of suits in which the trustees were parties. Find, that Mr. Warren H. Sands, himself being a trustee, the business charges in the accounts of himself, as law agent, and those of Messrs. Sands, as law agents, of which firm Mr. W. H. Sands is a partner, cannot be sustained except to the extent of costs out of pocket, and except to that extent that Mr. Wellwood's trustees are not entitled to credit for the business accounts of Mr. W. H. Sands or Messrs. Sands, and sustain to that extent the objection of Mr. and Mrs. Hill. Recall the said interlocutor in so far as it repels the objection by Mr. and Mrs. Hill to the charge of £25 paid to Mr. Gardner, the agent of the heiress of entail, and sustain their objection to that charge. Recall the said interlocutor in so far as it has reference to the interest chargeable against Mr. W. H. Sands during his management. Find, that, in the circumstances of the case, Mr. Sands falls to be charged with interest at the rate of four per cent. per annum on all trust moneys in his hands from time to time, and that his trust accounts fall to be balanced annually, so that the yearly balance, on whichever side of the account it may be, may bear interest. *Quoad ultra*, refuse the prayers of both of the notes, and adhere to the interlocutor reclaimed against and decern," &c.

It ought to be observed, that four per cent. is the current rate of interest obtained for money standing upon such securities as the Court will allow trust funds to be invested upon.

STAMPS ON ARTICLES OF CLERKSHIP.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

By the 7 Geo. 4, c. 44, the Commissioners of Stamps are prohibited from stamping articles of clerkship after six months from the date thereof. Within the six months, the Commissioners invariably allowed the articles to be stamped on payment of £5.

I am informed, that, under the 19 & 20 Vict. c. 81, the Commissioners now refuse to exercise their former powers of stamping such articles, upon a £5 penalty, within the six months, and require the payment of £10 at any time within a year, with interest on the duty from the date of the instrument.

Now, I submit that the 19 & 20 Vict. c. 81, does not repeal the 7 Geo. 4, c. 44, where the articles are brought to be stamped within the six months. The 3rd section of the new Act authorises the Commissioners, notwithstanding the former Act, in any case where they shall be directed so to do by the Treasury, to stamp such instruments on payment of the penalties specified—viz.

As to Instruments executed before Aug. 5, 1853	£20
Any other such instruments brought to be stamped within a year	£10
After one year, and within two years	£20
After two, and within three years	£30
After three, and within four years	£40
After four years	£50

But, in all these instances, the stamp can only be affixed where the Commissioners shall be directed so to do by the Treasury. Under the former Act, no such previous authority was required from the Treasury; and I submit, that, the former power of the Commissioners not being expressly repealed, they may exercise it without giving the applicant the trouble of memorialising the Treasury. A SOLICITOR.

JUDICIAL SEPARATION—RIGHTS OF WIFE.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—By s. 25 of the Divorce and Matrimonial Causes Act it is enacted, that, after a "judicial separation" of husband and wife, the wife shall, whilst the separation shall continue, be considered as a feme sole with respect to property of every description *which she may acquire, or which may come to* or devolve upon her, and that she may dispose of the same as a feme sole. This clause has reference only to future acquired property; therefore, I conceive that no conveyance of the real property belonging to the wife prior to, or acquired after, marriage, but before the judicial separation, can be made without the husband's concurrence, which would be necessary to get rid of his life interest, and also of his claim as tenant by the curtesy. The Act does not provide any machinery to meet such a case, nor does it appear to me how it well could, when the parties may, if they like, again cohabit. As to such property, it would seem that, unless settled on the wife, she will be unable to dispose of it during her husband's life, or that she can only do so by effecting an arrangement with him, which, under the circumstances, might be a very difficult matter.—Your obedient servant, ROBERT WHEELER.

Cheltenham, September 10, 1857.

"ABUSE THE PLAINTIFF."

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I am happy to see how heartily you and the press, and the profession generally, concur in the sentiments of C. J. *Cockburn*, in his summing-up to the Chester jury, upon the disgraceful practice in low barristers of abusing attorneys. But I am anxious that the peculiar instance of *Nisi Prius* eloquence the Chief Justice so eloquently reprobated should not be taken as a specimen of the eloquence of the Chester bar. The counsel in this case was "special." Some time since he distinguished himself in an arbitration case in this neighbourhood by the fluency of his declamation and his vituperation of the opposing party—a magistrate of the county, and a large landed proprietor. During his conduct of that case, upon the non-appearance of the clergyman, he extemporised a sermon in a national school-room. His clients, I believe, having strong faith in the omnipotence of mob-oratory, retained him solely for his speech; how widely they miscalculated when they supposed that the Chief Justice and a Cheshire special jury were to be wrought upon by the frothy declamation which sways the unwashed mob, the result has shown. Let the loud-mouthed denunciators take warning by it, and, when they have a bad case, learn, that, though they are fortified by wig and gown, they are not to indulge with impunity in such language towards a gentleman as would disgrace the walks of private life.—Yours obediently,

AN ATTORNEY OF THE CHESTER CIRCUIT.

Review.

The Parish: its Powers and Obligations at Law, as regards the Welfare of every Neighbourhood, and its Relation to the State; its Officers and Committees, and the Responsibility of every Parishioner. By TOULMIN SMITH, of Lincoln's Inn, Esq., Barrister-at-Law. Second Edition. London: Sweet.

A new edition has recently appeared of Mr. Toulmin Smith's work on "The Parish." It is an able and original work; and its learning makes it valuable, not only to the professional lawyer, but to all whose occupation it is to inquire into the history of the local institutions of England, or to assist in their management. As it is strongly coloured by a particular theory, care must be taken not to be led away by the author's vehement language when we have to refer to it for particular details, and apply practically its contents. This theory amounts to the proposition that the local institutions of England, at a period of time unascertained, but, probably, not long after the Conquest, were absolutely perfect, and that we ought to return to them, and reject every modern alteration which the folly of the last six or seven centuries has introduced. We could not examine this theory in its general aspect without being led into a long political discussion, and we, therefore, prefer stating some of the principal facts to which Mr. Smith is most anxious to call attention, and some of the principal subjects with reference to which his work will be found serviceable.

"An examination," says Mr. Smith, "of the most authentic records shows that the parish is the original secular division of the land, made for the administration of justice, keeping the peace, collection of taxes, and the other purposes incidental to civil government and local wellbeing." Town, parish, and vill all mean the same thing; they are the integral divisions of hundreds. It was through the parish that the taxes were collected by the Crown. The parish was governed and represented by a head known under different names, such as headborough or provost, and four domesmen. These five persons assessed on oath the amount of tax to be levied on the parish, and were responsible for its being raised. Domesday Book is the return made by the domesmen of each parish. They were also responsible for crimes committed, or nuisances permitted, in the parish; and had to attend before the local courts of the shire to answer for their conduct. Nothing, as Mr. Smith repeatedly insists, can be plainer than that the parish is a purely secular institution; and it was only by degrees that priests became attached to the existing divisions of the land. Each parish had power to make its own bye-laws; and the vote of the majority of the parishioners was sufficient to give these local laws validity. A church-rate, for instance, is only enforceable because it is ordered by a bye-law of the parish. All persons occupying land or other premises were parishioners, the villeins as well as the lord: all had a right, and were considered morally bound, to attend the vestry or general meeting of the parishioners, and there the chairman was, and is, in every case, elective; and the minister has no better claim than any other parishioner to fill the office. A division of those present is the proper way of ascertaining the wishes of the majority of the parishioners, and a poll is a modern innovation. It is one which Mr. Smith views with the greatest regret, as he does also the change introduced by Sturges Bourne's Act, which gave a plurality of votes to the rich.

The portion of the book which treats of Churchwardens may be taken as a fair sample of the rest, and its contents suffice to show what is the kind and what the extent of information to be looked for in this volume. Churchwardens have succeeded the provost or head of the town as chief officers of the parish. They were never ecclesiastical officers; and Mr. Smith very properly thinks it of the highest importance to establish this point beyond a doubt. Churchwardens are temporal officers chosen by the laymen of the parish to "take charge of things of temporal estate." Thence they were originally called "Wardens of the goods," and under this description appear in the Rolls of Parliament as early as the 15th of Edward III., and in the Year Books as early as 1410. There can be no doubt that the churchwardens were, as a rule, with very few exceptions, chosen by the parishioners, and the theory of their office would certainly exclude their being chosen by any one else.

But in 1608 a canon was published, by which it was declared that the appointment of one churchwarden should rest with the parson. This canon did not bind the laity in any way, but the parsons claimed to exercise the right it purported to confer, and in many parishes the claim was not resisted, as it might have been most successfully, by an appeal to the courts of common law; and the custom has thus sprung up in many parishes of the parson appointing one churchwarden. Mr. Smith raises the question whether this custom can now be upset. Of course, he admits that it can only be upset where parish minutes and records exist, which will show conclusively, that, up to the beginning of the 17th century, the parishioners elected both churchwardens; for, otherwise, the custom would not be on the face of it illegal, for it is certain, that, before the date of the canon, the custom had already established itself in a few parishes. But we cannot feel so sure as Mr. Smith seems to be, that the Court of Queen's Bench would upset the custom, even if it were proved to be of later origin than the canon; for the custom is not bad in itself, and is now two centuries and a half old. Mr. Smith says, that it cannot be upheld, where a probability exists that it was first established owing to the parishioners being deceived as to the legal force of the canon. But it seems to us unlikely that the Court of Queen's Bench would remedy such a mistake after so great an interval of time. Certainly, it is to be regretted that the churchwardens should, in any case, be nominated by the parson. For they have now succeeded to the office originally held by the sidesmen—that is, the representatives of the laity in the synods—whose duty it was to present an information against the parson if any cause of complaint existed against him; and it is absurd that the parson should himself appoint one of the officers who is to watch over his conduct.

On a cognate point, Mr. Smith brings forward a great amount of learning, and uses language of considerable vehemence. This point is the assumed right of the parson to preside at vestry meetings. Mr. Smith shows, and, as we think, conclusively, that no such right exists. The leading case on the subject is the well-known one of *Houghton* v. *Reynolds*, decided in 1736, where a vicar assumed to occupy the chair, and, in virtue of his assumed right there, further assumed the power of adjourning the vestry. The Court of King's Bench decided that he had no right to adjourn or to preside. But in 1819, in the case of *Wilson* v. *Macmath*, the King's Bench refused to grant a prohibition against the Ecclesiastical Court entertaining the question of the right of a vicar to preside, because, in that case, the meeting had been held in the church, and the Ecclesiastical Court decided that the parson had a right to preside. However, the question has finally been settled by the highest court. The *Braintree case*, decided by the House of Lords, determined that a prohibition will issue although the meeting is held in a church. We are thus brought back to *Houghton* v. *Reynolds*, which was only departed from in *Wilson* v. *Macmath*, because it was supposed that the place of meeting made a difference. We think it very satisfactory that Mr. Smith has cleared up this point. When the law is once clearly understood, there is no difficulty or ill-feeling created in parishes by such questions as that of the parson's right to preside in the vestry. Let it be clearly understood that the parson has no more right to preside in any vestry meeting, held in any place, or for any purpose, than any other parishioner has, and he will fall, without the slightest bad feeling on any part, into his proper place as one of the principal inhabitants.

The Chapter on Constables shows more conspicuously, perhaps, than any other, what is Mr. Smith's theory of the position of a parish in modern England. The constable was originally the same as the provost, and, thus, the principal parish officer. It was the duty of the parish to keep watch and ward over all its members; and the parish was considered responsible if any violence was committed within its bounds, and the offender was not brought to punishment. The constable was charged with the task of maintaining watch and ward within the bounds of the parish. If an offender escaped beyond the bounds of the parish, the constable was to raise the "Hue-and-Cry;" which he did, practically, by informing the constables of the adjoining parishes that the offence had been committed, and the offender had got away. The parish and the constables were kept up to the performance of their duties by periodical courts of inquiry, and the place or the officers were liable to be amerced if the ends of justice had been defeated through their negligence. "The constable was thus," says Mr. Smith, "the constitutional public prosecutor." The system was, he conceives, complete. Offences could not be passed over, because it was the interest as well as the duty of every one in the neighbourhood to lend assistance in the discovery, and there was always an official ready to commence and conduct the inquiry. In no particular has the old parochial system been more invaded in recent years than in the arrangement of the constabulary force; and under no head, therefore, is Mr. Smith so warm in his denunciations of modern changes as when treating of the substitution of county police for parish constables. Whether, now that locomotion has become so easy, and thieves are so expert, the system of one parish constable telling another that the thief is gone, is likely to prove practically sufficient, is a question into which Mr. Smith does not enter.

No one can read Mr. Smith's book without being persuaded of its great value; and a sound knowledge of parochial institutions was never more needed than at the present moment. The fault of the book is, that it never really discusses the effects which the altered state of modern society must have on ancient institutions. Mr. Smith does, indeed, say that adaptation, as he terms it, is the great principle of parochial life; and that the parish, while retaining all its essential characteristics, should adapt and alter its method of operation and sphere of duties according as new exigencies arise, and new means are supplied for meeting the demands of a growing civilisation. That this is altogether practicable we do not feel convinced by the reasoning which he brings forward. But we may say safely, that centralisation has gone too far in England already, and that its further progress should be most jealously watched. These, however, are political rather than legal considerations. But the great majority of parochial difficulties are not disputes between the parish and the State, but between different parts or members of the same parish. These difficulties can only be surmounted if persons who take an active part in the guidance of the parish, or in discussing its affairs, inform themselves what the law on the subject is. Mr. Smith's book has the great and rare merit, that, in it, the portion of law with which it deals is treated historically and, therefore, soundly. It is only by historical knowledge that English law can be illustrated and explained. When once we have thoroughly impressed on our minds the legal theory of the parish, and traced its historical formation and composition, the details on which particular circumstances compel us to enter are easily comprehended. We can only hope that Mr. Smith's book will be widely and carefully read. It is one of the few law books that belong as much to the lay as to the professional reader.

Roman Catholic Charities Report.

The Select Committee of the House of Lords, appointed to consider the Roman Catholic Charities Bill, have reported to the House. They state that the committee have met, and proceeded with the consideration of the Roman Catholic Charities Bill (H. L.), and also of the petition referred to them, and that they have examined witnesses, with a view to satisfy themselves how far the complaint contained in the said petition, praying for more extensive relief as to Roman Catholic charities than was proposed by the Bill, rested on any solid foundation.

The committee accordingly examined Mr. Bagshawe, who is an eminent Queen's Counsel, and also Mr. Harting, a very respectable solicitor. Both these gentlemen are Roman Catholics; and the result of their evidence is, that all or very nearly all the Roman Catholic charities in this country are mixed up with what has been decided in the Court of Chancery to be a superstitious use; and that therefore they are, in all probability, absolutely void and illegal. A bequest of money to be paid to a priest for saying prayers and celebrating masses for the soul of the testator was decided by Lord *Cottenham*, in *West* v. *Shuttleworth*, to be bad, as a superstitious use.

The evidence taken before the committee shows that a condition to pray for the soul of the founder of a Roman Catholic charity is sometimes expressly, always impliedly, annexed to every charitable foundation. The petitioners point out that it is part of the devotional practice of the Roman Catholic Church to offer up prayers for the dead, and that such prayers are offered up daily in all prayers, and at all masses, forming always a part, as well of private as of public devotion. The petitioners therefore urge, that, as the exercise of the Roman Catholic religion is now freely tolerated, the doctrine of superstitious uses, so far at least as relates to the praying for the souls of the dead, ought not to be held to attach to their charities, so as to affect their validity, and therefore that the Bill ought to go the length for which they contend—namely, to make all their charities valid where their invalidity consists solely in their having infringed the law relative to superstitious uses.

The committee, without expressing any opinion on this claim, yet feel that it is one entitled to a grave and deliberate consideration, and they recommend that in the next session of Parliament the subject should be inquired into, when there will be full leisure to investigate it.

The following is an abridgment of Mr. James Vincent Harting's evidence:—

I am a solicitor, and a Roman Catholic. I have been very familiar with the Roman Catholic charitable endowments for the last ten years. I have heard the evidence which has been given by Mr. Bagshawe. He states, that, in his opinion, from his acquaintance with the Roman Catholic charities, they all, or almost all, contain, expressly or impliedly, an obligation on the parts of the recipients of the charities, or the priests connected with them, to pray for the souls of the founders. That is so; it is not only the fact, but it is the law of the Church; so that, if prayers were not made for the founder, the next of kin or the heir of the founder would have a right to go to the bishop and require his interference, in order to enforce the saying of those prayers, not merely by reason of the condition annexed, but as a condition imposed by the very nature of the gift. Some of these charities date back as early as the beginning of the seventeenth century. As regards endowments, I am almost disposed to say that more than one-half would date back before the commencement of the last century; and that brings me to notice an Act which has not been referred to—namely, the 1 Geo. 1, st. 2, c. 50, by which all Catholic property given to superstitious uses was vested in the Crown absolutely by force of that Act, without office found, so that some remedy must be provided for that, or we cannot think of registering the deeds. I would take leave to add to what Mr. Bagshawe said, this observation: The 2nd clause of the Bill, as now drawn, proposes to validate all our charities upon the inrolment of the deeds constituting those charities. Now, besides the indorsements which those deeds bear with reference to the subject-matter of the next section—namely, the superstitious use—there are other indorsements; those deeds relate, in some instances, to a variety of property, some of which has been lost by the apostacy (I do not use the word offensively, but in a Roman Catholic sense) of those to whom it was confided; and memoranda may be made of that apostacy. Your Lordships know, that, until a very recent period, premiums were offered to children, by conforming to the established religion, to dispossess their parents. Records of those facts remain; and the bishops would be very sorry, by inrolling these deeds, to bring up a number of matters, which, of course, would cause great pain to families, and families of much account now in the kingdom. Therefore, I would suggest, that, instead of inrolling the original deed, a copy might be inrolled, unless the precedent of the 9 Geo. 4, c. 85, was followed, which validated all deeds for charities (we were not then within the law, and, therefore, could not take advantage of it), although no inrolment had taken place under the Act of George the Second. If that were done in our case, it would relieve us from a great deal of trouble. If that were not thought convenient, then there might be the option, instead of being required to inrol the original deed, of inrolling either the original deed or the deed declaring the trust.

Lord WENSLEYDALE.—You agree that the principal thing which you want is to legalise the saying of masses for the dead? To take away the legal objection arising from what are called superstitious uses. I should mention that there are two classes of superstitious uses, one arising out of the supposed policy of the law as expressed in the Act of Edward the Sixth, and the other arising under the 23rd of Henry the Eighth, c. 10, which prohibits the endowment of any church or chapel, or any similar object, for any purpose, for more than twenty years. So recently as 1818 or 1819, a case occurred before Lord Chief Justice *Abbott*, the case of *Doe* on the demise of *Wellard* v. *Hawthorne*, in which a deed was avoided under that statute: it was a lease for a congregation of Dissenters of Lady Huntingdon's connection. It should be observed, also, that the relief granted to Protestant Dissenters by the Toleration and subsequent Acts is conditional on their taking certain oaths and subscribing declarations, which no Catholic can take or subscribe. The Act 2 & 3 Will. 4, c. 115, s. 2, substitutes for these, in the case of "schoolmasters and other masters professing themselves Roman Catholics," the oath prescribed by the Act 10 Geo. 4, c. 7, s. 2; but this substitution does not extend to any other classes, and consequently all others are excluded from the benefit intended by the Act of 1832; for by necessary construction they are forced back upon tests and penalties for recusancy, from which they had been relieved by the Acts 18 Geo. 3, c. 60, and 31 Geo. 3, c. 32. This should, of course, be remedied. Again, in all or nearly all Roman Catholic charities, the bishops for the time being, by virtue of their office, are constituted and declared to be the trustees or administrators of the charities, or the same are to be executed at their discretion, or under their immediate supervision and control. As the law now stands, Roman Catholic bishops in England and Scotland have not only no legal status, but their very existence is declared to be "unlawful and void" (14 & 15 Vict. c. 60). I would also observe, that any Bill now to be passed for amending the law relating to Catholic charities must be expressly retroactive in its operation, in order to avoid all questions under the Succession Duty Act.

Judicial Business Report.

MR. GERMAIN LAVIE'S AND MR. WILLIAM MURRAY'S EVIDENCE ABRIDGED.

Will you favour the Commissioners with any information which you think may be of service to them in their inquiries?

Mr. *Lavie*.—The sentiments of the Council of the Law Society are, that the number of the judges ought not to be reduced; and the sentiments of all the members of the profession, the attorneys, that I have spoken to, without exception, are quite to the same effect. Every one expresses rather his wonder that there should be any thought of reduction. Some say that they should have thought that the number might be increased instead of being reduced. I think there is but one feeling on the subject among the body of attorneys in London. That opinion is founded mainly upon the London business to be transacted by the judges. One element of that opinion is, that I find that there is a universal opinion against three judges sitting in Banco. And I think that if you reduced the number to two judges, or even one, it would be less objectionable. But you must recollect that the judges of the courts of common law are always more or less sitting in appeal upon matters of fact tried at *Nisi Prius*; and, therefore, I think there ought to be four, and that two judges would not do. We fancy, with great respect to the judges, that if two judges are very predominant in a court, and they take the lead against the one judge, the one judge may as well not be there. With three judges to one, it is more difficult not to preserve something like an equipoise; and though it occasionally happens that two judges may be ranked against two judges, that is not common; and when it does happen, it is upon a very grave and difficult subject. We fancy that by its being always necessary to have a majority of three judges, there is a better chance of things being well considered; and we think that the public would be better satisfied than with a majority of two to one. We are very much accustomed to judges sitting in equity alone. There the judge has the whole responsibility himself; he has to argue the case with himself; it is all in his own mind, in his own breast and conscience, and he must come to a proper conclusion; and I think we are tolerably well satisfied with that. I think that a plurality is indispensable in the common law courts, though not in equity. The business is really substantially now very great in London. I am not in the habit of going much now to chambers; but I have two common law clerks, who are constantly in attendance at chambers; and they come to me repeatedly with complaints of the impossibility of getting through the business. We all agree that there should be still the four judges in the common law courts.

Mr. *Murray*.—Yes, and the number not less than fifteen. I think, I will say positively, that, in my opinion, one judge is better than three in any court under any circumstances. I believe that at the Law Society we all thought that there might be some improvement with regard to the circuits. I do not think we all of us see our way upon that subject, though we have sent in a report from the Law Society.

To Mr. *Lavie*.—Are you of the same opinion with one or two other gentlemen who have been here, that the business transacted now by the judges in London, confining your attention to the London business, is individually, amongst the fifteen judges, greater than it was when there were only twelve judges, or as great?—I should say, that, individually, it is greater in some respects. My first recollection of the individual judges of the Court of Exchequer was, that, except when the Chief Baron or other judges sat in equity, they had very little to do. The Court of Exchequer was a closed court for all *Nisi Prius* business. I recollect, in my day, the first civil cause which was ever tried in the Court of Exchequer. The Court of Exchequer never used to sit for general business. I recollect the time when there was

nothing but what they called the general issue. There were no pleadings, no questions arising; there were no interrogations in our common law courts, and the state of business altogether was very different, and, at the very time when the fifteen judges were chosen, I should say the business was less than it is now in the aggregate.

Can you point out the chief features of the change which has taken place?—A great deal arises from the chamber business being so very much increased—a great deal from the interlocutory business, which there is now, but which did not exist before. A great improvement has been made of late years, no doubt, and causes have come to a more satisfactory result. I recollect when a cause was two years in Lord Tenterden's paper; when I first went into the City, in 1824, an action was brought, and there was no pleading required, merely the general issue, and the parties came to issue, and the cause was set down. In my office we never used to look at those papers for a year; we never thought it necessary at all to look at them till we knew when the cause was likely to be tried. There was a complete monopoly in the Court of Queen's Bench. There was very little done, comparatively, in the Court of Common Pleas, and nothing at all in the Court of Exchequer. The whole of the business was then in the Court of Queen's Bench, and it was two years before causes were tried. I should almost have said that it was not the Welch Circuits alone that led to the appointment of fifteen judges; but it was rather the notion, perhaps, of strengthening the Court of Queen's Bench, because, immediately after that alteration was made, a second judge was always sitting in the Court of Queen's Bench, which, in my early days, was never thought of. The Bail Court, when I first began, was never thought of. I should say that the aggregate of business actually done by the judges is now very much greater—that is to say, the substantial good business which they do; the time occupied may not be greater. The labours at chambers are very great, and there is a great deal to do, involving a great many important questions, and very often there is not time enough to do it. Without having gone through the matter statistically at all, my impression is, that the business has not diminished, although the county courts have been established. It would be much more satisfactory to the attorneys as a body, if, during certain periods of time—namely, when the assizes are sitting—there were two judges attending to chamber business instead of one; I have no doubt there is business enough for two judges. There is a great deal of interlocutory pleading and discussion before the judge on very important matters pending at the assizes. Letters come up from the assizes, and it has to be got through before post time, and it is very difficult to do it. My opinion is, that the present fifteen judges are worked as hard as eminent public officers ought to be, and that their time is fairly full. That I understand is the opinion of all the attorneys. It is very rare now that a case is not tried upon the merits. The misfortune in former days was, that cases were prolonged by all sorts of things which are done away with now. We were then upon the system of tripping up more than we are now; we tripped up upon the question of stamps and things which were quite unexpected.

We have a plan before us recommended by the Incorporated Law Society with regard to terms and circuits; that plan recommends three circuits in the year. Is it your intention, in recommending three circuits in the year, that they should each of them transact civil business?—Certainly.

To Mr. *Murray*.—Will you be good enough to explain what the views of the Incorporated Law Society are with regard to the arrangement of criminal business by these three circuits. It was contemplated that there were to be three circuits for criminal business, and that criminal business should be transacted as at present. We also thought that civil business might be transacted on almost all the circuits. But at some particular places it did not seem to me and to the other gentlemen that there were causes sufficient to incur the expense of it. Barristers would not attend.

To Mr. *Lavie*.—Taking your own opinion, is it at all desirable for the ends of justice, either civil or criminal, that there should be a court of assize in the country districts of England every two months?—I hear from people in the country, I hear from Liverpool people, that business which would be conducted at the assizes by the superior courts is either sent up to London to be tried, or to some other place where it can be tried. London and Westminster are the places where it can be alone tried during the intervals of time when they have not sufficient opportunity of trying causes at the assizes; or the alternative is, if the case admits of it, to go to the county court. I believe myself that the effect of there being three assizes at those large places would be that there would be a greater employment of the superior courts, because they are preferred by such places as Liverpool and Manchester. The county courts there are not preferred in the abstract to the superior courts. The majority of the Law Society are for three circuits.

To Mr. *Murray*.—Did you vote on that side?—Yes.

Perhaps you will state the view which is taken?—I take my views a good deal from the country law societies, the reports which they sent us, and their recommendations; and, judging from my own experience, I should say, that, if carried out, it would be very desirable. The country law societies are unanimous that there should be three circuits for civil business. I take the Devon and Exeter, the Plymouth, Manchester, Lancaster, Preston, Hull, and Newcastle-upon-Tyne Societies. We communicated with them, in order to get their views. Most of those societies are for the three circuits—all except the Manchester Society, who think that the assizes for the Hundred of Salford should be held at Manchester. The Plymouth Society recommend that the assize should be held at Plymouth, three circuits, and so on.

To Mr. *Lavie*.—Do you see a benefit in having three terms rather than four?—One's first impression is that there is no benefit in it, but when one looks at it, I do not think it is very material. If there had been three terms originally, I do not think I would have altered them to four.

But in the event of having three circuits, does not it become very material to re-arrange the terms accordingly?—It must be done.

Mr. *Murray*.—It seemed to us that Easter and Trinity Terms coming together was undesirable.

With reference to the proposal for a third assize for civil business, do you find in your experience that in cases of magnitude and importance you can conveniently prepare a cause for trial in less than five or six months?—If you are for the defendant you cannot, but if you are for the plaintiff you can do so. The plaintiff gets up his case, and takes his own time and opportunity for issuing his process, and the defendant is then, in reference to time for pleading, &c., too much at the mercy of the plaintiff.

Mr. *Lavie*. — All these questions about trying important causes are very much compounded of a good many considerations. Sometimes it is very desirable for the litigants themselves that the cause should not be tried too hastily. It is a great mistake, in my belief, to suppose that too great a facility of litigation is a good thing. I venture to think that the county courts have caused more litigation almost than they have cured.

You think that the increased facility will not be an unmixed good?—No; I think it never can be; law is like medicine. I think it is not to be brought home to every man's door to be injuriously used. I never could understand the Courts of Conciliation. Compulsory arbitrations, I think, with submission to the judges, have been a great misfortune, and I hope that that point will be considered. I may observe, that the county courts do not affect the business of Mr. Murray or myself in the least degree.

Births, Marriages, and Deaths.

BIRTHS.

BEAVAN—On Sept. 4, at Hartsheath, Flintshire, the wife of Edward Beavan, Esq., Barrister, of a son.

BOYER—On Sept. 6, at 3 Park-terrace, Highbury, Mrs. Richard Boyer, of a son.

ELLISON—On Sept. 6, at 46 Milner-square, Islington, the wife of Thomas Ellison, Esq., Barrister-at-Law, of a daughter.

HASTIE—On Sept. 4, at East Grinstead, the wife of Arthur Hastie, Esq., of a daughter.

HEMINGS—On Sept. 5, the wife of William Hemings, Esq., of Carey-street, Lincoln's-inn, Barrister-at-Law, of a son.

MARRIAGES.

CREERY—RIPLEY—On Sept. 9, at the parish church, Streatham, Surrey, by the Rev. A. Creery, A.B., brother of the bridegroom, Leslie Creery, Esq., of Ashford, Kent, Solicitor, to Emily Augusta, fourth daughter of the late Rev. Luke Ripley, M.A., Rector of Ilderton, and Vicar of Alnham, Northumberland.

TAYLOR—PERSTON—On Sept. 8, at the English Presbyterian Church, Bryanstone-sq., by the Rev. William Chalmers, A.M., Robert Taylor, Esq., eldest son of James Taylor, Esq., of 15 Furnival's-inn, and Ravenswood, Croydon, Surrey, to Charlotte Churchill, eldest daughter of Andrew Perston, Esq., of 9 Kensington-park-gardens.

THOMAS—MUGRIDGE—On Sept. 1, at St. Mary's, Southampton, by the Rev. J. Harris, C. S. Thomas, Esq., of Doctors'-commons, and 39 Sussex-gardens, Hyde-park, to Mary Anne, only daughter of the late E. Mugridge, Esq., of Lynn.

DEATHS.

BILTON—On Sept. 2, at Westbrook, Margate, after a short but most severe illness, in his 72nd year, John Bilton, Esq., sen., of Pembroke-cottages, Caledonian-road, and Chancery-lane, Conveyancer.

CATES—On Sept. 6, at his residence, The Grove, Fakenham, Norfolk,

Robert Cates, Esq., Solicitor, in the 67th year of his age.

DYKE—On Sept. 8, at his residence, 3 Lennox-pl., Brighton, in his 84th year, Thomas Dyke, Esq., of Doctors'-commons, London.

HITCHINGS—On Sept. 7, at the Lower House, Mayfield, Sussex, Charles Hardaway Hitchings, Esq., of the Middle Temple, Barrister-at-Law, aged 35.

RIVINGTON—On Sept. 3, at Brighton, Duncan, fifth son of Charles Rivington, Esq., of Upper Woburn-place, in his 9th year.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BAYLDON, JOSEPH, Gent., Carlton, near Barnsley, Yorkshire, and ELIZABETH BAYLDON, his wife, £614 : 19 : 5 Consols.—Claimed by ELIZABETH BAYLDON, Widow, the survivor.

BURGESS, Rev. WILLIAM, Clerk, Thorpe, Essex, Rev. THOMAS DAVIDSON, Ipswich, and Rev. CHARLES MARTIN FORLESSE, Stokeby Newland, Suffolk, £168 : 19 : 5 Consols.—Claimed by WILLIAM BURGESS, THOMAS DAVIDSON, and CHARLES MARTIN FORLESSE.

CLINTON, HENRY FYNES, Esq., of the University of Durham, £49 : 9 : 11 Consols.—Claimed by HENRY FYNES CLINTON.

COCKERELL, JEMIMA, Spinster, Bennett-st., Rathbone-pl., £400 Imperial Annuities.—Claimed by JOHN MANNING, Administrator.

CURRIE, Rev. WILLIAM, Adderley-hall-market, Drayton, Salop, £1,720 New 3 per Cents.—Claimed by WILLIAM HALSTED POOLE, the surviving acting executor.

TOSSWILL, CHARLES SPEARE, Chemist, Torrington-place, Torrington-square, £100 Reduced.—Claimed by ROBERT TOSSWILL and GEORGE MURPHY, the surviving executors.

WARWICK, Right Hon. HARRIET, Countess Dowager of, deceased, £10 Long Annuities.—Claimed by Right Hon. GEORGE GUY, Earl BROOKE, and Earl of WARWICK, administrator.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

MOORHOUSE JOHN (who died in 1820), of Thompson-la., Chadderton, Lancashire.—His children, or his heir-at-law, or next of kin, or the legal personal representative of any child or children of the said John Moorhouse living at the time of his death, and since deceased, are to come in and prove their claims on or before Oct. 1, at the office of the District Registrar, 6 Camden-pl., Preston.

Money Market.

CITY, FRIDAY EVENING.

The English Funds have shown very little fluctuation during the past week, and transactions have not been numerous. Consols closed to-day at 90¼—⅜, which is nearly the same as this day week. The demand for money continues active both on the Stock Exchange and in the open market. The Bank rate of 5½ per Cent. interest is generally obtained, and the expectation which was entertained some time back that the rate would be lowered by the Bank has passed off. From the Bank of England return for the week ending the 5th September, 1857, which we give below, it appears that the amount of notes in circulation is £19,246,840, being a decrease of £77,335, and the stock of bullion in both departments is £11,491,313, showing a decrease of £9,274 when compared with the previous return.

The corn market is firm both in London and the country without any appearance of further decline, on the concontrary rather higher rates are quoted. The arrival of cattle and sheep into the port of London from the continent has been unusually large. The customs return for one week gives a total of 16,174 head.

It appears that the directors of the Great Western Railway Company are taking measures to reduce the working expenses of their various lines. Several of their daily trains have been discontinued this month. The locomotive establishment at Swindon will participate in the general curtailment, 300 of the artisans having received notice to leave the company's service.

Accounts of the Bank of France, subsequent to the last monthly statement, are put forward as shewing a more favourable state of its affairs in consequence of a considerable increase in its stock of bullion, and greater ease in regard to discount.

M. Auguste Thurneyssen has been declared bankrupt in consequence of his connection with his nephew. The Credit Mobilier is felt to be greatly compromised by this judgment against one of its most influential directors.

The resolutions mentioned in our last number, passed by the Council General of the department of Herault, open the question of free trade in France with an appearance of much weight and importance. If this movement prove to be the leader of a large amount of general feeling on the part of the agriculturists and traders of France, changes may be expected of great interest to this country. If the French Government enter upon the consideration of reducing their import duties, they will probably negotiate for a further reduction of our import duties. But, in fact, our arrangements have already gone very far in the way of reduction—so far, indeed, that we have the authority of Sir Cornewall Lewis for saying, that, if a customs' revenue is to be maintained of such amount as is essential to the stability of our finances, no further considerable reductions can be made under present circumstances.

The tariff of France is based upon the principle of protection to French industry by absolute prohibition of foreign competition. A resolution has recently been voted by the Council General of the Nord that protection is, and will be for a long time, the most imperious want of French agriculture and manufactures. In the tariff of England the principle of protection is renounced, and foreign produce is taxed to raise the necessary customs' revenue. By reason of the requirements of the revenue, we cannot afford to reduce the duty on wine. We tax British spirits to the utmost point consistent with the principle of not giving encouragement to illicit distillation. We apply the same principle to foreign spirits, and we cannot afford further to reduce these duties. In silks and paperhangings, clocks and cabinetwork, and some other articles, something may perhaps be done to meet the wishes of our neighbours. Our tariff of import duties has been greatly lowered without waiting for reciprocal reductions on the part of other nations. The best interests of the manufactures and trade of France will be advanced by adopting a similar line of policy, of which it is to be hoped the present movement is an indication.

In attempting to settle the affairs of the London and Eastern Banking Corporation a picture is presented to the public very similar to that of the Royal British Bank. About six months ago it became known that this bank was in difficulties. It was then stated that the paid-up capital, namely, £250,000, and a small additional contribution by the shareholders, would be sufficient to meet all liabilities. Since that date notice of its affairs has several times come before the public, and every notice has been more unfavourable than that which preceded it. But not till recently has it appeared that the expectation confidently put forward, of settling all matters by the corporation themselves, would not be realised. The petition lately presented to the Court of Chancery for an order to dissolve the corporation, and that its affairs may be wound up under the provisions of the Joint-Stock Companies Winding-up Acts, makes disclosures which seem to preclude all probability of any arrangement without judicial interference. The petition alleges that very shortly after the company had begun business, the directors commenced making advances out of the paid-up capital of the said company to each other on insufficient or without any security other than personal, and at a rate of interest lower than would and ought to have been obtained for such advances, and among others to John Carnac Morris, John Edward Stephens, and Colonel Waugh, directors of the said company. The directors advanced and lent to Colonel Waugh the sum of £237,000 upon security of a nature and value wholly insufficient to warrant such an advance, and upon the realization of such security a loss to the amount of £100,000, or upwards, will, in all probability, arise, Colonel Waugh having since become bankrupt. V. C. Wood has fixed the 21st instant for the appointment of an official liquidator.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	217	...	...	...	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	90¾ ⅝ ¼	90⅝ ½	90⅝ ¾	90⅝ ⅝ ⅜	90⅝ ¼ ½	90⅝
New 3 per Cent. Ann.	91⅛ 1	91⅛	90¾ 1	90¾	...	...
New 2½ per Cent. Ann.	...	...	...	...	76	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	...	...	...
India Stock	212½	...	...	213	...	210
India Bonds (£1,000)	...	...	...	...	20s. dis.	...
Do. (under £1,000)	...	17s. dis.	...	...	22s. dis.	...
Exch. Bills (£1,000) Mar.	5s. dis.	5s. dis.	1s. dis	5s. dis.	7s. dis.	4s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	...	5s. dis.	5s. dis	par	1s. dis.	4s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	par	par	1s. dis.	...	1s. dis.	4s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	98¾	98¾	...
Exch. Bonds, 1859, 3½ per Cent.	...	98½	98¾	98½ ¾	...	98½

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter ...	...	...	...	87½ x d	86½ x d	...
Caledonian	81⅞ 4	84½ 3½	82½ ⅝	83½ 4½	84½ 3½	82⅝ ½
Chester and Holyhead ...	34½	34	...	...	...	...
East Anglian	...	20¼ ⅜	20⅝	...	20¼	...
Eastern Union A stock .	...	...	...	...	...	...
East Lancashire	...	...	...	...	96	96½
Edinburgh and Glasgow	63	...	...	62¾	62¾	...
Edin., Perth. & Dundee .	31½ 30⅝	32	31½	32 1½	32½ 3½	33½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	96	96½	96½	96½	96½ 5½	95⅝
Gt. South & West. (Ire.).	...	...	102½	...	101½	100⅝
Great Western	55⅝ x d	56⅛ x d	55⅞ x d	56 x d	55½ x d	55⅛ x d
Lancashire & Yorkshire .	100½	100⅝ ⅜	100½ ½	100¼	...	...
Lon., Brighton, & S. Coast	105 4¼	...	105¼ 5	...	105 4½	105½ 4⅝
London & North Western	100½ xd	100⅝ xd	100¼ xd	100½ xd	99⅞ x d	100 x d
London and S. Western .	92½ ¾ ¼	92¼	92¼ 1½	92½ 2	92½ ½	92½ 1⅝
Man., Shef., and Lincoln	40¼	40⅞ ⅞	40⅝	40⅞ 1	41⅛ 2	41⅛ 2
Midland	81½ x d	82½ x d	81⅝ x d	82 x d	81⅞ x d	81⅝ x d
Norfolk	63½ x d	63½ x d	...	63½ x d	63 x d	...
North British	48¼ ½	48⅜ ⅝ 9	48⅛ 9⅜	50½	50½ 50	50½ ½
North Eastern (Berwick)	94¼ x d	94¼ x d	94 x d	93¾ x d	93 x d	92½ x d
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv. .	32¼	32⅝ ¼	32¼	32⅝ ⅜ ⅛	32½ ⅜	...
Scottish Central	...	103½ 3	104	105	...	104
Scot. N.E. Aberdeen Stock	25	25	...	...	...	...
Shropshire Union	50	...	50	50	...	...
South-Eastern	...	69½ x d	69¼ x d	69⅜ x d	69⅜ x d	68¼ x d
South-Wales	84½ x d	84¼ x d	84¼ x d	...	84½	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2⅝
Medical, Legal, and General	par
Solicitors' and General	par

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 5TH DAY OF SEPTEMBER, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued . .	25,311,410	Government Debt .	11,015,100
		Other Securities . .	3,459,900
		Gold Coin and Bullion .	10,836,410
		Silver Bullion .	...
	£25,311,410		£25,311,410

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) .	10,593,653
Rest	3,893,251	Other Securities . .	18,351,990
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	7,087,314	Notes	6,064,570
		Gold and Silver Coin .	654,903
Other Deposits . .	9,360,219		
Seven day & other Bills	771,332		
	£35,665,116		£35,665,116

Dated the 10th day of Sept., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

NEW MEMBER OF PARLIAMENT.

TUESDAY, *Sept.* 8, 1857.

Borough of Tavistock.—Arthur John Edward Russell, Esq., *vice* the Hon. George Henry Charles Byng.

Bankrupts.

TUESDAY, *Sept.* 8, 1857.

BACHE, SAMUEL, & SAMUEL TERTIUS BACHE, Jewellers, Birmingham. *Pet.* Sept. 5. Sept. 21 and Oct. 14, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Powell & Son, Birmingham.

BASHAM, WILLIAM, & CHARLES EDWARD DAVIS, Export Oilmen, 24 Walbrook. *Pet.* Sept. 3. Sept. 21, at 11.30, and Oct. 19, at 11; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Pocock & Poole, 58 Bartholomew-close.

BEAR, GEORGE, Butcher, Sudbury, Suffolk. *Pet.* Sept. 7. Sept. 16 and Oct. 20, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol* Goodday, 42 Fish-st.-hill.

BROOK, WILLIAM HARVEY, Cheesemonger, 9 Peerless-pl., City-rd. *Pet.* Sept. 4. Sept. 15, at 2, and Oct. 20, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Cattlin, 3 Ely-pl., Holborn.

BROWN, MARY, Widow, Grocer, Kinfare, Staffordshire. *Pet.* Aug. 29. Sept. 18, at 11.30, and Oct. 9, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Deakin & Dent, Wolverhampton; or James, Birmingham.

CADMAN, JOHN, Brickmaker, Upholland and Billinge, Lancashire. *Pet. for Arrgt.* June 23; *Adjudication*, Sept. 7. Sept. 21 and Oct. 12, at 12; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Darlington, 48 Millgate, Wigan.

DAVIES, DAVID, Grocer, Llandilofawr, Carmarthenshire. *Pet.* Sept. 7. Sept. 22 and Oct. 20, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Small-st., Bristol.

GREAVES, HENRY (Thomas Greaves & Co.), Reed and Heald Maker, Halifax. *Pet.* Sept. 7. Sept. 24 and Oct. 23, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Wavell, Philbrick, & Foster, Halifax.

HART, THOMAS, Hat Manufacturer, 41 Charlotte-st., Blackfriars. *Pet.* Sept. 3. Sept. 16, at 11, and Oct. 24, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Cratter, 10 Doughty-st.

HUTCHISON, WILLIAM, Stone Merchant, Frant, near Tonbridge-wells. *Pet.* Aug. 31. Sept. 15, at 2.30, and Oct. 20, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Clarke & Carter, 49 Moorgate-st.

KIRKHAM, THEOPHILUS, East India Merchant, 28 Leadenhall-st. *Pet.* Sept. 4. Sept. 16, at 1.30, and Oct. 24, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* kaye & Son, 4 Symond s-inn, Chancery-la.

NOAKES, JOHN, Linendraper, 15 Park-pl., Kennington-cross, Surrey. *Pet.* Sept. 4. Sept. 17, at 12.30, and Oct. 24, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Oldknow, 3 Guildford-pl., Russell-sq.

OXLEY, GEORGE PREVOST, Merchant, Liverpool. *Pet.* Sept. 5. Sept. 28 and Oct. 19, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sols.* Forshaw, Barned-bldgs, 12 Sweeting-st., Liverpool; or Goodman, Liverpool.

PERRIN, JOHN GOOLDEN, WILLIAM LIONEL FREESTONE, & SAMUEL WILLIAM TUCKEY, Merchants, 15 Gt. St. Helen's, London, and 29 Queen-sq., Bristol; but J. G. Perrin & S. W. Tuckey are now of 29 Queen-sq., Bristol, and W. L. Freestone is now of 15 Gt. St. Helen's. *Pet.* Sept. 7. Sept. 21 and Oct. 20, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Brittan & Son, Bristol.

SEARS, WILLIAM JOSEPH, & JAMES SEARS, Printers, 3 and 4 Ivy-la., Paternoster-row. *Pet.* Sept. 3. Sept. 18, at 1.30, and Oct. 23, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Jenkinson, Sweeting, & Jenkinson, 7 Clement's-la., Lombard-st.

TIMBERS, SAMUEL PEACOCK, Grocer, Gt. Yarmouth. *Pet.* Aug. 27. Sept. 16 and Oct. 24, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury; or Miller, Son, & Bugg, Norwich.

FRIDAY, *Sept.* 11, 1857.

BADHAM, JOHN, Builder, late of Hillingdon, now of Ruislip, Middlesex. *Pet.* Sep. 9. Sept. 25, at 12, and Oct. 30, at 12.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Pooie & Gamlin, 3 Gray's-inn-sq.

BURGE, RICHARD, Bookseller, Manchester. *Pet.* Sept. 8. Sept. 25, and Oct. 15, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Higson & Robinson.

DIPROSE, SAMUEL PYALL, Grocer, St. Leonard's-on-Sea, Sussex. *Pet.* Sept. 2. Sept. 23, at 2, and Oct. 29, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 17 Sise-la.

GILL, HOWARD, Merchant, 8 Gloucester-crsct. North, Porchester-sq., Bayswater. *Pet.* Sept. 9. Sept. 23, at 1.30, and Oct. 28, at 3; Basinghall-st *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Edwards, 15 Coleman-st.

GUTTERIDGE, THOMAS, Innkeeper, Bell Inn, Wilton, near Salisbury, Wilts, previously of Sutton, Surrey, Farmer. *Pet.* Sept. 10. Sept. 25, and Oct. 30, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Gilham, 24 Bartlett's-bldgs., Holborn.

HALL, ROBERT, & THOMAS HYDE (Robert Hall & Son), Mill Manufacturers, Dudley, Worcestershire. *Pet.* Sept. 1. Sept. 25 and Oct. 15, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Caldicott & Canning, Dudley; or Smith, Birmingham.

HAMILTON, JOHN, & ROBERT HAMILTON (John Hamilton & Son), Wireworkers, Halifax. *Pet.* Sept. 9. Sept. 24 and Oct. 23, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Wavell, Philbrick, & Foster, Halifax.

HARDING, WILLIAM, Builder, Lewisham and Margate. *Pet.* Sept. 8. Sept. 23 and Oct. 23, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* E. E. Towne, 27 Broad-st.-bldgs.; or J. Towne, Margate.

MARSHALL, THOMAS JOHN, Engineer, 80½ Bishopsgate-st., Without. *Pet.* Sept. 9. Sept. 23, at 1, and Oct. 29, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 17 Sise-la., City.

SAYER, HENRY HUNT, Corn and Seed Factor, West-st., Bristol. *Pet.* Sept. 9. Sept. 22, and Nov. 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Small-st., Bristol.

SCRUBY, JAMES, Grocer, Bishop Stortford, Herts. *Pet.* Sept. 9. Sept. 25 and Oct. 30, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Harrison & Dobree, 20 Hart-st., Bloomsbury.

SMALL, EDWARD, Plumber, Northgate-st., Ville of St. Gregory, near Canterbury. *Pet.* Sept. 7. Sept. 17, at 11, and Oct. 28, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Walker & Son, 13 St. Swithin's-la., City.

SMITH, JOHN PASSAM, Teadealer, 1 Coventry-st., Haymarket. *Pet.* Sept. 9. Sept. 23, at 12.30, and Oct. 28, at 2.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 17 Sise-la., City.

TAYLOR, THOMAS, Grocer, 11 Osborne-pl., Blackheath. *Pet.* Sept. 8. Sept. 24, at 11, and Oct. 29, at 11.33; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Atkinson, Chancery-chambers, Quality-court, Chancery-la.

WARD, GEORGE, Hotelkeeper, Sandgate, Kent. *Pet.* Aug. 29. Sept. 24, at 2, and Oct. 23, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Fry & Loxley, 80 Cheapside; or Wightwick, Folkestone.

WHITE, WATSON, Grocer, Bishop Wearmouth, Durham. *Pet.* Aug. 31. Oct. 2, at 1, and Oct. 28, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com* Ellison. *Off. Ass.* Baker. *Sols.* Forster, Pilgrim-st., Newcastle-upon-Tyne; or Bolding & Simpson, 17, Gracechurch-st., London.

BANKRUPTCIES ANNULLED.

TUESDAY, *Sept.* 8, 1857.

KIRKHAM, JOHN (John Kirkham & Co.), Ironfounder, Bridge-row, Battersea. Sept. 4.

FRIDAY, *Sept.* 11, 1857.

LOWDEN, JOHN, & WILLIAM LOWDEN, Shipowners, 13 Coleshill-st., Pimlico. July 13.

POLLACK, EDWARD, Sugar Refiner, Fieldgate-st., Middlesex. Sept. 9.

MEETINGS.

TUESDAY, *Sept.* 8, 1857.

BROOKE, GEORGE, Provision-dealer, Leadenhall-market, London, and 93 Peascod-st., Windsor. Sept. 29, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

ERSWELL, CHARLES, Builder, Saffron Walden, Essex. Sept. 29, at 11; Basinghall-st. *Com.* Holroyd. *Dir.*

HATCH, JOSIAH JOSEPH, Wholesale Furrier, 30 Friday-st. Sept. 29, at 11; Basinghall-st. *Com.* Holroyd. *Dir.* under the adjudications of Nov. 25, 1851, and Feb. 9, 1856.

HEMINGWAY, BENJAMIN (B. Hemingway & Son), Painter and Upholsterer, Derby. Sept. 29, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Aud. Acc. and Dir.*

JONES, WILLIAM, Builder, Brecon. Oct. 15, at 11; Bristol. *Com.* Hill. *Dir.*

MEE, WILLIAM, Manufacturer of Plain and Fancy Hosiery, Leicester. Sept. 29, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Aud. Acc. and Div.*

FRIDAY, *Sept.* 11, 1857.

BAXTER, GEORGE, & GEORGE TOONE, Dyers, Nottingham. Oct. 16, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Aud. Accs. and Dir.*

BOYD, JOHN EDMUND, Baker, Grosvenor-st. West, Pimlico. Sept. 24, at 1; Basinghall-st. *Com.* Fane. *Last Ex.*

HANSON, JOHN, & JAMES WALKER, Coachbuilders, Sheffield. Oct. 1, at 10; Council-hall, Sheffield. *Com.* West. *Div.*

HARDY, JOSEPH, Miller, Nottingham. Oct. 16, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Aud. Accs. and Dir.*

HEWITT, GEORGE ALEXANDER, Chemist, Derby. Oct. 6, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Div.*

MARE, CHARLES JOHN, Shipbuilder, Orchard-yd., Blackwall. Oct. 2, at 11; Basinghall-st. For the purpose of considering and agreeing to accept, or reject, an offer of composition to be made by C. J. Mare.

MARSHALL, WILLIAM, & WILLIAM SMITH, Edge-tool and Scythe Manufacturers, Sheffield. Oct. 3, at 10; Council-hall, Sheffield. *Com.* West. *Div.*

ROBINSON, GEORGE JONATHAN, Silk Merchant, Nottingham. Oct. 6, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Aud. Acs. and Div.*

SALTER, AUGUSTUS, Grocer, Swansea, Glamorganshire. Oct. 8, at 11; Bristol. *Com.*, Hill. *Dir.*

WHARTON, RALPH, Machine Maker, Nottingham. Oct. 13, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Aud. Accs. and Div.*

WHARTON, SAMUEL, Ironfounder, Nottingham, lately of Chesterfield, Derbyshire. Oct. 13, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Aud. Accs. and Div.*

WINNING, WILLIAM, Small Ware Manufacturer, Wirksworth, Derbyshire. Oct 16, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Aud. Accs. and Div.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Sept.* 8, 1857.

BATE, RICHARD, Wine and Spirit Merchant, Shrewsbury. Oct. 5, at 10; Birmingham.

CLARK, JAMES, Tea-dealer, Alphington-st., St. Thomas the Apostle, Devon. Oct. 8, at 11; Queen-st., Exeter.

LAKE, WILLIAM, Brewer, Topsham, Devon. Oct. 8, at 11; Queen-st., Exeter.

MORTIMER, HENRY GLADWELL, Builder, Lee, Kent. Sept. 29, at 2; Basinghall-st.

NASH, EDWARD RICHARD, Wine Merchant, 25 College-hill. Oct. 1, at 2; Basinghall-st.

WHEELDON, JOHN, Packing-case Manufacturer, Manchester. Sept. 29, at 12; Manchester.

WHEELER, RICHARD, Miller, St. Owen, Hereford. Oct. 5, at 10; Birmingham.

FRIDAY, *Sept.* 11, 1857.

SLAUGHTER, JOSEPH, Hop Merchant, 55 High-st., Borough. Oct. 5, at 1; Basinghall-st.

TOERING, RICHARD, Builder, 50 Coburg-st., Plymouth. Oct. 5, at 10; Athenæum, Plymouth.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Sept.* 8, 1857.

BRAMWELL, JAMES, Grocer, Glossop, Derbyshire. Sept. 1, 3rd class.

DANGERFIELD, JOHN, sen., Builder, Kirtley, otherwise Kirkley, Suffolk. Aug. 31, 2nd class; after a suspension of four months.

MORRIS, WILLIAM, Grocer, Liverpool. Aug. 31, 3rd class; subject to a suspension of three months.

ROWLINSON, RICHARD, Shipowner, Liverpool. Aug. 31, 2nd class.

SAVAGE, JAMES, sen., CHARLES JOHN SAVAGE, & JAMES SAVAGE, jun., Shirt Manufacturers, 40 Noble-st. Sept. 2, 2nd class.

STOCKBRIDGE, GEORGE, Draper, 34 Oxford-st. Aug. 31, 3rd class; after six months' suspension.

FRIDAY, *Sept.* 11, 1857.

AUDLEY, WILLIAM, Auctioneer, Newcastle-under-Lyne, Staffordshire. Sept. 4, 3rd class.

BAKER, BENJAMIN, Apothecary, Cardiff. Sept, 8, 2nd class.

CARLESS, JOHN, Innkeeper, Laburnam Inn, Barton-ter., Gloucester. Sept. 8, 2nd class.

DAY, RICHARD KEMSLEY, Fuel Manufacturer, 87 Bermondsey-st., Southwark. Sept. 5, 2nd class; after three months' suspension.

GOMER, RICHARD, Dealer in Fancy Goods, Castle-st., Dudley, Worcestershire. Sept. 4, 2nd class.

HOCHEE, JOHN ELPHINSTONE FATQUA, otherwise JOHN ELPHINSTONE MILTON (London Anti-Oxyde Paint Co.), Maker and Vender of Paint, Nortons Lingfield, Surrey, late of 29 New Bridge-st., Blackfriars, and of Greenwich. Aug. 27, 1st class.

KNAPP, JAMES NELSON, Sailmaker and Shipowner, Newport, Monmouthshire. Sept. 8, 1st class.

NEVILLE, MICHAEL, Brassfounder, Liverpool. Sept. 4, 2nd class.

REAY, WILLIAM, Corn and Provision Dealer, 39 Worcester-st., Birmingham. Sept. 4, 3rd class.

REMINGTON, HENRY (H. Remington & Co.), Gasfitter, 5 Railway-pl., Fenchurch-st. Sept. 1, 3rd class.

RICHARDS, SAMUEL, Apothecary, also a Sharcholder in the Royal British Bank, 36 Bedford-sq. Sept. 2, 1st class.

RICHES, CHARLES HENRY, Carrier, Cardiff. Sept. 8, 2nd class.

ROBERTS, WILLIAM FLETCHER, Apothecary, Moreton-in-the-Marsh, Gloucestershire. Sept. 8, 1st class.

Assignments for Benefit of Creditors.

TUESDAY, *Sept.* 8, 1857.

GILBERT, ELIZABETH ANN MARY, Dressmaker, Tunbridge Wells, Kent. Aug. 8. *Trustee*, J. Stringer, Appraiser, Tunbridge Wells. *Sol.* Wheatley, Tunbridge Wells.

GODRICH, WILLIAM ALLSOP, Coal Merchant, Winchester. Aug. 21. *Trustees*, P. Colson, Southampton; R. Newton, Coal Merchant, Winchester. *Sol.* Faithfull, Winchester.

GRISBROOK, JOHN, Beerseller, Stoke Bruern, Northamptonshire. Aug. 27. *Trustees*, F. Woodward, Butcher, Stoke Bruern; T. Grisbrook, Miller, Stoke Bruern. *Sol.* Flesher, Northampton.

HOWLETT, JOHN, Linendraper, High-st., Islington. Aug. 31. *Trustees*, H. Hooton, Warehouseman, Watling-st.; G. Howes, Warehouseman, St. Paul's-churchyd. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside.

LIMBRICK, JAMES, Butcher, 14 Northgate-st., Bath. Aug. 28. *Trustees*, R. Hales, Butcher, Bath; T. Spackman, Tanner, Turley, Bradford, Wilts; A. Shepherd, Innkeeper, Bath. Indenture lies at house of A. Shepherd, Crown Inn, Bath.

NELSON, PHILIP, Merchant, 4 Coleman-st. Sept. 4. *Trustees*, J. Green, Shoe Manufacturer, Redcross-st., Cripplegate; J. L. Miers, Warehouseman, Fore-st., Cripplegate. *Sol.* Howard, 9 Quality-ct., Chancery-la.

SMITH, MOSES, Drapers, 26 Mount-st., Whitechapel. Aug. 28. *Trustee*, H. Hooton, Warehouseman, Watling-st. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside.

TIVEY, WILLIAM, Tailor, Bilston, Staffordshire. Aug. 10. *Trustees*, W. P. Bellis, Draper, Birmingham; J. Bishop, Draper, Bilston; M. G. Allan, Woollendraper, Birmingham. *Sol.* Waterhouse, Mount Pleasant, Bilston.

WARD, ARTHUR, Painter and Paperhanger, 204 London-rd., Liverpool. Aug. 1. *Trustee*, W. Snape, Paper Manufacturer, Over Darwen, Lancashire. *Sol.* Cobb, 10 South John-st., Liverpool.

WILSON, GEORGE, Printer, High-st., Fulham. Aug. 25. *Trustee*, E. Morgan, Stationer, 103 Cheapside. *Sol.* Wyatt, 11 King's-rd., Bedford-row

FRIDAY, *Sept.* 11, 1857.

COATS, JOHN, Glue-hill, Sturminster Newton, Dorsetshire. Aug. 26. *Trustees*, J. Lindsay, Ironmonger, Blandford Forum; J. Rose, Miller, Fiddleford. *Sols.* Dashwood & Son, Sturminster.

HILLS, JANE ELIZABETH, & SARAH JEFFERY MITCHAMORE, Drapers, Plymouth. Aug. 21. *Trustees*, H. Brown, Warehouseman, Plymouth; G. D. Radford, Draper, Plymouth. *Sol.* Matthews, 44 Torrington-pl, Plymouth.

MANSFIELD, ANNE, Widow, late of Gregory's Hotel, Cheapside, but then of Kingsland, Middlesex. Aug. 25. *Trustees*, J. B. Dew, Hosier, Cheapside; D. Carr, Gent., Newgate-st. *Sol.* Fry, 2 Danes-inn, Strand.

PERKS, THOMAS, Goldsmith, Birmingham. Sept. 4. *Trustee*, A. Kemp, Goldsmith, Birmingham. *Sol.* Suckling, 35 Cherry-st., Birmingham.

SHEAF, SAMUEL, Miller and Baker, Hinton-on-the-Green, Gloucestershire. Aug. 19. *Trustee*, W. Roberts, Farmer, Hinton-on-the-Green. *Sol.* Eades, Evesham, Worcestershire.

TOWNSEND, MATTHEW, Manufacturer of Hosiery, Leicester. Sept. 3. *Trustees*, T. Sunderland, F. Gill, S. D. Bromhead, J. Wykes, J. Wilby, and J. Plant, Gents., Leicester. *Sols.* Stone, Paget, & Billson, Leicester.

Creditors under Estates in Chancery.

FRIDAY, *Sep.* 11, 1857.

MOORHOUSE, JOHN (who died in 1820), late of Thompson-la., Chadderton, Lancashire. Creditors or incumbrancers upon his real estate situate in Palace-st., Manchester, to come in and prove their claims on or before Oct. 1, at the office of the District Registrar, 6 Camden-pl., Preston.

Winding-up of Joint Stock Companies.

TUESDAY, *Sept.* 8, 1857.

LONDON AND EASTERN BANKING CORPORATION.—A petition for the dissolution and winding up of this Corporation was, on Sept. 3, presented to the Lord Chancellor by Abel Stuart and George Duplex, which will be heard before V. C. Wood, on Sept. 21, at 12, at the White Horse Inn, Ipswich.—Tucker, Greville, & Tucker, Sols. for Petitioners, 28 St. Swithin's-la.

TIPPERARY JOINT-STOCK BANK.—Master Murphy requires the creditors who have proved, or whose debts have been admitted by the Official Manager, &c., to meet before him on Oct. 22, at 12, at his chambers, Inn's-quay, Dublin, to appoint one or more person or persons (other than the Official Manager) to represent all the creditors of the Tipperary Bank in the proceedings before him. Creditors may authorise any other person to appear for them at such meeting.—James Dillon Meldon, Solicitor, 14 Upper Ormond-quay, Dublin.

Scotch Sequestrations.

TUESDAY, *Sept.* 8, 1857.

KNOX, Miss ISABELLA, some time residing in North Leith, near Edinburgh, thereafter at Melrose, Roxburgh, deceased. Sept. 12, at 12. Cay & Black's Rooms, 65 George-st., Edinburgh. *Seq.* Sept. 4.

ROSS, ALEXANDER, Boot and Shoe Manufacturer, Ayr. Sept. 14, at 1, King's Arms Hotel, Ayr. *Seq.* Sept. 2.

WRIGHT, THOMAS, Merchant, Rothes, co. Elgin. Sept. 12, at 12, Gordon Arms Hotel, Elgin. *Seq.* Sept. 3.

FRIDAY, *Sept.* 11, 1857.

ALEXANDER, JAMES, Draper, Airdrie. Sept. 19, at 12, Glasgow Stock-exchange, National Bank-bldgs., Glasgow. *Seq.* Sept. 7.

BANNERMAN, JOHN, Baker, Main-st., Anderston, Glasgow. Sept. 15, at 1, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 5.

CHALMERS, JAMES, Merchant, Dundee, JOHN BEATTIE, Wine Merchant, Montrose, & ROBERT DUTHIE, Iron-founder, Montrose (The Montrose Foundry Company). Sept. 15, at 1, Star Hotel, Montrose. *Seq.* Sept. 5.

GUTTSTAM, ISRAEL, Manufacturer, Glasgow. Sept. 18, at 12, Faculty-hall, Glasgow. *Seq.* Sept. 9.

MACKINTOSH, ALEXANDER, Coal and Wood Merchant, Edinburgh. Sept. 21, at 2, Kennedy's Ship Hotel, East Register-st., Edinburgh. *Seq.* Sept. 9.

MATHER, JOHN, Merchant, Aberdeen. Sept. 17, at 2, Royal Hotel, Aberdeen. *Seq.* Sept. 4.

MURRAY, DAVID ALEXANDER BRUCE, Commission Merchant, Glasgow. Sept. 16, at 12; Globe Hotel, George's-sq., Glasgow. *Seq.* Sept. 5.

PENDREIGH, JAMES, & JAMES DALY, Drapers and Clothiers, Trongate-st., Glasgow. Sept. 15, Globe Hotel, George-sq., Glasgow. *Seq.* Sept. 5.

PONSONBY, Mrs. CATHERINE, Editor and Proprietor of the *Christian Family Advocate and Literary Review*, 17 Rutland-sq., Edinburgh. Sept. 18, at 12; London Hotel, St. Andrew-sq., Edinburgh. *Seq.* Sept. 8.

RUTHVEN, WILLIAM, Shipbroker, Dundee. Sept. 22, at 1; British Hotel, Dundee. *Seq.* Sept. 9.

STEWART, JOHN BAXTER, Wine Merchant, Hanover-st., Edinburgh. Sept. 21, at 2; Dowells & Lyon's Rooms, George-st., Edinburgh. *Seq.* Sept. 4.

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THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 19, 1857.

RECENT WINDING-UP CASES.

Two cases, which have recently come before the Courts of Chancery and Bankruptcy, will serve to test the respective value of the winding-up machinery provided by the Limited Liability Act and by the old Winding-up Statutes, as modified by the Act of the last session. The Surrey Gardens Company is handed over to the administration of the Court of Bankruptcy, and the London and Eastern Banking Corporation has fallen into the hands of V. C. Wood. We shall watch with some interest the proceedings of the two Courts, as we are disposed to think that neither of the remedies provided by the Legislature is exactly what it should be, and that experience will probably suggest some uniform mode of procedure, which shall combine the advantages, and avoid the defects, of both.

One of the main distinctions between the machinery devised for limited companies and that which applies to banking and other corporations is, that, in the former, the jurisdiction in ordinary cases is confined to the Court of Bankruptcy, while, in the latter, the Chancellor may take the initiative, subject to the intervention of the assignee in bankruptcy, as representative of the creditors, in case proceedings should also be taken in Basinghall-street. Another most important difference is, that the official manager, under the Winding-up Acts, must be appointed on the application of a contributory, while one of the official liquidators, on a creditor's petition under the Limited Liability Act, may be selected by the majority of creditors, at a meeting to be held for the purpose. In one of these respects, we believe, the advantage will be found to be decidedly in favour of the old procedure, and, in the other, not less clearly on the side of the new machinery. The right of creditors to have a voice in the appointment of the officer on whose vigilance and activity the result of the winding up must mainly depend, is so obvious, that we cannot think that the Chancery method of winding up defaulting companies will be left much longer without the introduction of an amendment, for the purpose of securing the rights of the public as against the shareholders of a fraudulent concern. The Act of the last session, it is true, has enabled the creditors to appoint a representative; but, instead of clothing him with authority to support their just claims, it has merely empowered him to abandon them on such terms of compromise as the shareholders may choose to offer. What is required is, some security that the most will be made of the company's assets, and that a reasonable contribution will be enforced against the parties who are liable as contributories. So far as concerns the choice of the officers to whom the duty of making calls and getting in assets is committed under the direction of the Court, the Limited Liability Act is fair enough in those cases where the petition has emanated from a creditor; but the case of the Surrey Gardens shows that this provision may easily be evaded, as it is always in the power of the directors to anticipate a hostile petition by procuring some shareholder to make the first application to the Court. By whomsoever the petition may be presented, the object of the winding up is the same; and we see no reason why creditors should not be allowed to nominate one of the official liquidators, as well in the case of a petition promoted by the company itself, as of one where a creditor may, by extraordinary activity, have managed to get the start. With such an extension of the rights allowed to creditors, we think that the Limited Liability Act would be free from objection so far as it regulates the choice of officers for conducting the proceedings; and we shall not be surprised if the issue of the pending litigation in the case of the companies to which we have referred, should afford another illustration of the necessity of giving more authority to the creditors as a body than is allowed by the present state of the law. The old device, of leaving to each creditor the power of protecting himself by individual proceedings against any or all of the unlucky shareholders, has been justly condemned, and is now, practically, abolished by the recent statute; but this renders it the more necessary that the claims of the whole body should be aided by the same privilege of appointing a creditors' liquidator, which is accorded to the victims under a private bankruptcy.

As yet the proceedings against the London and Eastern Banking Company and the Surrey Gardens Company have not advanced far enough to afford a conclusive test of the relative efficiency of the two courts on which the task of winding-up has devolved in the two cases; but even the preliminary discussions which have taken place in Basinghall-street are enough to suggest grave doubts whether the constitution of the Court of Bankruptcy is well adapted to the performance of the novel duties which have been cast upon it. The real hitch, however, will be when the settlement of the list of contributories, and the adjustment of their liabilities *inter se*, come under consideration; and we shall be agreeably disappointed to find that the Court of Bankruptcy can manage without the aid of the chamber machinery—by which so much is done in winding-up cases in Chancery—to dispose satisfactorily and expeditiously of the very complicated and delicate questions which seldom fail to arise. Perhaps the difficulty may be less in the case of the Surrey Gardens than in other companies that may hereafter come under the bankruptcy jurisdiction, because it appears that the shares are for the most part fully paid up, and the list of contributories will, therefore, be extremely small. But whenever the Court of Bankruptcy shall find itself under the necessity of acting extensively on the clauses by which it is empowered to raise calls from contributories, we have a very strong suspicion that the unsuitableness of the jurisdiction will be painfully obvious.

Leaving legal points, and looking to the moral aspect of these last exposures of the way in which public companies are administered, it is enough to say that the broad features are just the same as those which disgusted the world in the British Bank affair. If Mr. Cameron and Mr. Brown were allowed to enrich themselves out of the funds committed to their care, the manager and directors of the London and Eastern Banking Corporation have been even more remarkable for the energy with which they have played the same game. The advance of £235,000 out of a paid-up capital of £250,000, which was made, on insufficient security, to Colonel Waugh, quite throws into the shade the less magnificent appropriations of the directors of the South Sea House; and the ingenious way in which the loan was entered in the published accounts of the company is fully equal to the concealment of hopeless debts practised by the managers of the Royal British Bank. Who could suspect that the following

business-like summary included a quarter of a million advanced to a single insolvent director:—"East India and Government securities, bills of exchange, Treasury and agency drafts, credits, discounts, and cash in hand, 989,925*l.* 14*s.* 4*d.*" We really scarcely know whether to give the palm to the Royal British or the Eastern Bank; but the one case, no less than the other, demonstrates the utter inutility of any system of published accounts and audits to check the irregularities of boards which are practically irresponsible. The Surrey Gardens Company, too, deserves some notice for the quiet way in which it suppressed the existence of a mortgage debt of £14,000, and by a fictitious dividend induced new shareholders to commit their money to a bankrupt association. Unfortunately, the Fraudulent Trustees Act is too late to reach any of the offenders on either board; but it is some consolation to think that their practices cannot be imitated by future directors without the risk of something more than the exposures of the Bankruptcy Court and the pleasant torture of one of Mr. Linklater's examinations.

THE PROBATE ACT.

Last week, we gave a summary of the Divorce Act, and we now propose to give one of its companion measure, the Probate Act, or, to give it a more correct, though longer, title, the Act regulating Probates and Letters of Administration. It is not only because the same judge will preside in the courts respectively created by these Acts, that the two measures are connected together. They contain, when looked at as a whole, the sum of the change which has ended the nominal—for it was only nominal—intervention of ecclesiastical authorities in civil matters. They both throw open to the ordinary practitioner a wide field of occupation, and they both require him to make himself acquainted with the principles and practice of the old ecclesiastical courts, or, in other words, with the English adaptation of the civil law. The Probate Act is chiefly to be looked at as constituting a new machinery of justice; but, in two points, it also introduces a considerable alteration in English law. In this one respect, there is a difference between the two Acts. The main feature of the Divorce Act was the regulation, if not the constitution, of an important section of the law; the main feature of the Probate Act is, that it provides a machinery.

The principle on which this machinery is arranged is, that there is to be one central authority, to which recourse may be had in every case whatever, and local authorities, to which recourse may be had only in certain simple and formal cases, or where the property at stake is small. The Judge of the Court of Probate will sit in London, furnished with a proper staff of registrars and record keepers, and enjoying throughout England the same authority as the Prerogative Court exercised within the province of Canterbury. The local machinery consists of two branches—the machinery for proving wills or taking out letters of administration in common form, and the machinery for proving wills or taking out letters of administration when a contention is raised as to the validity of the will or the right to administer, and the property at stake is small. District registrars will supply the machinery in the former case, and the county court judges in the latter. There are to be forty district registrars in England and Wales, and if there is no opposition, any will, whatever may be the amount or nature of the property passed by it, and wherever that property may be situated, will be admitted to probate, or, in case of an intestacy, letters of administration will be granted, by the district registrar, upon an affidavit being made that the deceased had, at the time of his death, a fixed place of abode within the district where the application is made. It will be the duty of the district registrar, upon receipt of the application, to forward a summary of its contents by the next post to the central registry, and he will not be able to act himself until he has in reply received a certificate from one of the registrars in London that no application has been previously made in respect of the goods of the same deceased person. When he has received this certificate, the object of which is, of course, to prevent two probates being granted of the same will, he may exercise his own jurisdiction. When he has granted probate, he will keep the original will in his own registry, but he will be obliged to forward a copy to London.

Supposing there is a contention as to the grant, then an inquiry must be instituted as to the value of the goods of the deceased. If it can be stated on affidavit that the personal estate, without any deduction being made for debts, is under £200, and that the deceased has left no real estate, or only real estate of a less value than £300, then the judge of the county court having jurisdiction in the place where the deceased had at the time of his death his fixed place of abode, will have full power to decide the contested matters; and the district registrar will obey his decision, and grant or refuse probate or letters of administration accordingly. If, at the hearing before the county court judge, it is shown that the facts stated in the affidavit are not true, that the property is really of greater value, or that the deceased resided elsewhere, the judge will stay the proceedings; but, if he once pronounces his decision, the affidavit will be conclusive, and its statements cannot be thenceforward impugned. An appeal will lie from the county court judge to the court in London, and there will be no further appeal allowed. But when the matter comes in the first instance before the Judge of the Court of Probate, there will be an appeal from his decision to the House of Lords. In every case, without the place of abode of the deceased or the amount of his property making any difference, application for probate or administration may be made directly to the central court. It is entirely at the option of the persons applying whether they will, or will not, make use of the local machinery; but, in case any contentious matter arises, and the judge sees that, from the circumstances of the case, it could originally have come within the jurisdiction of a county court judge, he may, if he pleases, send it to that judge to examine into and decide.

Of the changes in law introduced by this Act the first is the provision, that, if the Court thinks fit, all matters of fact shall be tried either before the Court or before a judge of common law. The question, reduced into writing in such form as the Court shall direct, is to be submitted to a jury, and the rules of evidence observed are to be those which are observed in the courts of common law. In two cases only is a trial by jury a matter of right: when the person claiming a trial is the heir at law, and when all the parties concur in the application. If some, or one only of the parties make the application, the Court may refuse it, but its refusal will be subject to an appeal.

The other change gives probates of wills, under certain circumstances, a new validity as regards real property. Neither the probate nor any decree or order of the Court will, in any way, affect the heir or any other person in respect of his interest in real estate, unless he, or the person under whom he claims, has been cited, or made a party to the proceedings. But, if a will is proved in solemn form, or the probate of a will is revoked on the ground that the will is invalid, or the validity of a will is disputed, the heir-at-law, the devisees, and all other persons claiming an interest in the real estate are to be cited, and may become parties to the proceedings. If the will is subsequently found valid, the decree of the Court will be binding on the persons who, but for the will, would have claimed the real estate; and so, on the other hand, when the probate is revoked, the decree of the Court will enure for

the benefit of the heir and the other persons against whose interest in the real estate the will would, if valid, have operated. If it appears that only personalty is affected by the will, the heir need not be cited before probate is granted; but if, in any action at law or suit in equity, a party desires to rely on a will proved in common form as against the heir, he may give ten days' notice to the heir of his intention to use the will as evidence, and then, unless the heir, within four days, gives notice that he disputes the will, the probate, although only obtained in common form, will be admissible to establish any devise or testamentary disposition which the will may contain. This Act, like the Divorce Act, is to come into operation at as early a period of next year as the Queen shall, by order in Council, direct.

Legal News.

COURT OF BANKRUPTCY. — *Sept.* 10.

(Before Mr. Commissioner FONBLANQUE).

PRACTICE OF THE COURT.

In re Gotch & Gotch.

The bankrupts, John David Gotch and Thomas Henry Gotch, carried on business at Kettering and elsewhere as bankers, tanners, curriers, shoe-manufacturers, and brewers. This was the meeting for choice of assignees. Mr. *Lawrance* appeared for creditors to the amount of £60,000; Mr. *Page* for creditors for £8,000. From the statement of affairs of the 9th of June last it would appear that the creditors are £132,026; assets about £82,000. From the latter sum, however, must now be deducted a sum of about £13,000, which has been appropriated towards payment of a composition of 2*s.* 6*d.* in the pound to some of the creditors.

Mr. *Lawrance* proposed Mr. Linnell, of Burton Latimer, farmer; Mr. Sharp, of Finedon, woolstapler; and Mr. Turner, of Rowell, farmer, as assignees.

Mr. *Page* objected to the appointment of the persons named, and said that his clients were desirous that Mr. Ivens should be chosen. Complaints were made by many creditors, that, upon attending to prove their debts, they were called upon to execute powers of attorney of the nature and effect of which they were ignorant. His clients had all along wished the appointment of Mr. Ivens. Under those circumstances he would ask for an adjournment.

Mr. *Lawrance* opposed any adjournment. The country solicitors were gentlemen of the highest respectability, and utterly incapable of the conduct alleged.

The COMMISSIONER held that the creditors who were ready, and had a majority upon the day appointed, were entitled to choose their assignee, except under very special circumstances. That was the opinion of Lord Eldon, and it had been a rule of the Court for years.

The nominees of the larger body of creditors were then appointed assignees, and the Commissioner confirmed the choice.

Messrs. *Lawrance, Plews, & Boyer* continue to represent the estate, and Messrs. *Harding & Pullen* are the accountants.

(Before Mr. Commissioner FANE.)—*Sept.* 11.

QUESTION AS TO COSTS.

In re ——.

This was a trader debtor summons. The case involved an important point in respect to practice and costs. The debtor was served with a writ for £44 on August 28. No further proceedings could be taken under that writ before October 24. To meet this, the debtor was also served with a trader debtor summons. Payment of the debt and costs was tendered, *minus* the costs of the trader debtor summons. It was urged, that, the debt being under £50, no adjudication of bankruptcy could be made, and that the Court would not allow the costs consequent on the summons.

His HONOUR held that the debtor must pay the costs under both the forms of proceeding, and that, although the amount of the debt was under £50, an act of bankruptcy would be committed if the claim were not forthwith settled.

It follows that the long vacation allows no protection or respite to debtors where creditors take proceedings in this court by summons.

In re Hall & Hall.

The bankrupts were solicitors in Boswell-court, and farmers at Neasdon. Their accounts were now filed by Messrs. Turquand & Young, and an adjournment of the bankrupts' examination asked. The accounts contain the following items:—Unsecured creditors, £102,641; creditors partly secured by debts, £23,593; creditors secured by property, £20,082; creditors secured by furniture, £1,183; professional earnings, £26,287; capital on January 1, 1851, £2,734; cash, £200; debtors considered good, £10,841; doubtful ditto, taken at 5*s.* in the pound, £1,150; other debtors, £1,695; property realised, £15,519; leases, £1,483; debtor upon security assigned to creditor, £15,033; property held by creditors, £21,779; losses, £95,162; interest and discount, £9,829; salaries and petty cash, £6,204; trade charges, £3,715; law charges, £648; domestic and personal expenses, £17,855; liabilities, £4,853; property realised, after deducting salaries, &c., £14,336. This item is thus divided:—Furniture, £2,387; wine, £993; live stock, £2,805; blood stock, consisting of 121 geldings, &c., £5,660. Stock sold by Tattersall, £432; dogs, £93; lambs £181. The purchases of wine during the period over which the balance-sheet extends (from January, 1851, to June, 1856) are put down at £3,101, and the quantity consumed at £2,000, the remainder being in stock.

An adjournment was ordered. Mr. *Lawrance* appeared for the assignees.

INSOLVENT DEBTORS' COURT.—*Sept.* 12.

(Before Mr. Commissioner MURPHY.)

In re Thompson.

The case of this insolvent, which will be found more fully stated in our report of *Bossy* v. *Thompson*, in the City Sheriffs' Court, again came before the Court. He had obtained his final order, and was subsequently committed by the Sheriffs' Court.

Mr. Commissioner MURPHY said, that he saw by the newspapers, that Mr. Prendergast, the judge of the City Sheriffs' Court, had stated, that, if this Court discharged, he would recommit. The commitment was after the final order, and he (Mr. Commissioner MURPHY) should certainly order the discharge.

Sept. 15.

FRIENDLY ARREST.—(*In re Thomas Brown.*)

This insolvent, who had lately kept the Masons' Arms, at Swindon, in Wiltshire, was opposed by Mr. *Sargood* for nearly a dozen creditors, and supported by Mr. *Reed*.

The complaint was, that the insolvent had come away from his creditors, 57 in number, in the country, and had got a friend to arrest him in London, to enable him to take the benefit of the Act. In answer to a question, the insolvent said he had been served with about "40 writs," of which number he had filed about 20; and a bundle was produced in addition.

Mr. Commissioner MURPHY observed, that he set his face against dismissing petitions on friendly arrest. In this case no good would be done; and, as the law was altered, he was not inclined to dismiss the petition.

The insolvent was discharged.

In re James William Clifford.

This insolvent, a young man, who was in custody for the damages and costs in an action for a serious injury to a little girl, by which she had entirely lost her sight, applied to be discharged.

The insolvent was a glass-blower, and, being annoyed by children whilst at his work, he thrust a piece of hot glass through an aperture of the door, which inflicted the injury on the child Rosina Reeves, and, being blind with one eye, she lost the sight of the other. An action was brought for damages; and, in the Sheriffs' Court, Red Lion-square, they were assessed at £100. Some terms of compromise were offered, but nothing was done; and the insolvent, who was just out of his time as an apprentice, was taken to prison for the damages and costs.

Mr. *Sargood* thought there could be no case proved against the insolvent, who was a young man, and not out of his apprenticeship when the accident occurred. By the 78th section of the Act, the injury, to come within the statute, must have been maliciously inflicted.

Mr. Commissioner MURPHY said, he held that a person who thrust a hot piece of glass through a door, and it inflicted an injury, did it maliciously, and therefore the case came within the Act. The case must stand over; and he recommended the insolvent to make some compensation to the poor child, who was totally blind. His opinion was, that it was a malicious injury; and, unless some arrangement was made, he should stretch his power to give a judgment to the utmost. With that intimation, perhaps, something would be done for the poor child.

The case stood adjourned to Friday.

CITY SHERIFFS' COURT.—*Sept.* 10.

(Before Mr. PRENDERGAST, Q.C.)

Bossy v. *Thompson.*

This was a judgment summons adjourned from June last.

Mr. *Buchanan*, Basinghall-street, appeared for the defendant, who had obtained a final order from the Insolvent Court before the judgment of this Court issued, and the name of the creditor, the present plaintiff, appeared in the schedule filed in the Insolvent Court, and due notice had been given to him as required by the Act. The case was adjourned until to-day, to see whether the defendant would be in a condition to pay the whole or any part of the debt.

The defendant now said he was not in a position to pay any part of the debt, as he had a wife and eight children to support.

Mr. PRENDERGAST said the case had been adjourned to give him time to recover himself, and unless he now made some satisfactory offer he must be committed.

Mr. *Buchanan* submitted, that, although his Honour had power to commit under the City Act, yet that could only be on being satisfied that the defendant had means and refused to pay, and that it was a matter entirely in the discretion of the judge. He then went through the several Acts relating to insolvency, and finally referred to the 19 & 20 Vict. c. 108, which repealed the 102nd section of the General County Court Act, as to the commitment of bankrupts who had obtained their certificate of conformity under the bankrupt laws, or an insolvent who had obtained his final order under the insolvency. The City had not been diligent enough to get their Act amended, and he had no doubt that his Honour, in the exercise of the discretion vested in him, would not enforce a power under the City Act, which could not be exercised under the County Courts Act, if his Honour were presiding at Whitechapel.

Mr. PRENDERGAST ordered the defendant to be committed for fourteen days.

Mr. *Buchanan* said he must respectfully express his intention to immediately apply to his Honour the Commissioner of the Insolvent Court, who, acting on precedent, would order the defendant's discharge. It appeared to be unjust that a man who had undergone the ordeal of passing one court, and had been absolved from his debts, should be made to pay by another.

Mr. PRENDERGAST intimated, that, if the defendant were discharged, and again brought before him on another summons, he should commit him again.

BLOOMSBURY COUNTY COURT.—*Sept.* 10.

Rule v. *White.*

This was an action to recover the value of a check for £10 drawn by the defendant.

Mr. *De La Mare* appeared for the plaintiff, and Mr. *Williams* for the defendant.

Mr. Waites, a licensed victualler in the Hampstead-road, was in the habit of leaving change with one of his barmen; and on the 7th or 8th July, during his absence, his barman cashed a cheque for £10, drawn by the defendant, Mr. Walter White, a solicitor, upon the Commercial Bank of London, Henrietta-street, Covent-garden, and dated the 6th day of July last, in favour of a Mr. Lawrence Levy. The barman did not take the name of the person to whom he gave the cash, nor was he in attendance to prove the payment of the money. Mr. Waites, on the 9th July, paid the cheque to a Mr. Pritchard, in part payment of an account for upholstery.

Mr. Pritchard proved the receipt of the cheque, and that it was cashed for him by the plaintiff. After the cheque had been presented, the plaintiff told him there were "no effects." Subsequent to the dishonour, he went to the defendant's offices, but he was absent on the Continent, and his clerk said there was no doubt the cheque would be paid when he came home.

The defence was, that the cheque had been lost on the day it was drawn, and that there was no privity of contract between the plaintiff and defendant.

The Secretary to the Albert Loan-office, Catherine-street, Strand, said, he received the cheque in question from Mr. Lawrence Levy on the 6th of July, with instructions to pay it in to his private account with the Unity Bank. During his walk from Catherine-street to Leicester-square, he lost the cheque out of his waistcoat pocket. He immediately went back and informed Mr. Levy. They both went and informed Mr. White, and payment of the cheque was stopped. Four or five parties afterwards came down to the office about the cheque, but they did not produce it. At the time he had the cheque the words "and Co." were written upon it. The defendant gave Mr. Levy a second cheque for £10, and he obtained the money direct from the bank. He had no other money at the time he lost the cheque. The second cheque was given seven or eight days after the first.

The defendant's clerk proved that seven or eight parties had called about this cheque who could not give a satisfactory account of the mode in which the cheque got into their possession.

Mr. HEATH (the judge) said there was no evidence at the commencement of the plaintiff's case that there was any consideration paid for the cheque. There was no proof that the barman gave any money for it. The cheque was then kept in Waites's hands for two or three days, and there was a still further delay before the cheque was presented. That delay was unexplained, and was fatal to the plaintiff's case. Unless, therefore, the plaintiff's attorney could disturb his view of the law, his judgment was for the defendant. Mr. *De La Mare* was quite aware, if laches could be proved, it would be an answer to the case.

Judgment for the defendant accordingly, with costs.

CENTRAL CRIMINAL COURT

The Court resumed its sittings on Monday. It appears by the first edition of the calendar that there are at present seventy-two prisoners for trial, which number will probably be increased to one hundred before the grand jury are discharged.

The RECORDER, when the grand jury had been sworn, said he had hardly expected that he should have been called upon to address them again, as upon the last occasion when he had done so a Bill was before Parliament, the object of which was to abolish the institution of the grand juries within the jurisdiction of the Central Criminal Court, and which appeared to have such a general concurrence of opinion in its favour, that he considered there would be no doubt that it would have passed into law. The number of prisoners for trial in the present session was not large, but he regretted to say that there were several serious cases, and that no less than three involved the destruction of human life, and would come before them in the form of charges of wilful murder. One of these cases—that of a person named De Salvi—had this peculiarity, that the prisoner had already been tried and convicted for wounding the person, who was at that time alive, but who had since died, and was under sentence upon that conviction. In consequence of the wounded man having since died from the effects of the injuries he had received, and the death having taken place within a year and a day of the time of their being inflicted, the prisoner would now have to take his trial upon the charge of wilful murder, and the grand jury would have nothing to do with the fact that the prisoner had been already convicted of another offence arising out of the same transaction. His Lordship then referred to the cases of Denny, for the murder of the Italian lad at Hampstead, and the murder by a prisoner in Horsemonger-lane Gaol, and said it appeared to him that it would be their duty to find true bills for murder in both these cases; and he observed, that although in the latter case there might be a question whether the accused, at the time of the commission of the act, was in such a state of mind as to render him criminally responsible, they were not empowered to entertain that question, which could only properly be disposed of by the petty jury. There was only one other case to which he considered it necessary to direct their attention, which was a charge of uttering a forged baptismal certificate, and he mentioned it with a view that it should be known that this was an offence of a very serious description. It appeared, that, by the regulations of some of the departments of the public service, no person could receive an appointment unless he was of a certain age; and it seemed that the person accused, having obtained a certificate from the clergyman of his parish of the date of his birth, by which his age would appear to be fifteen, had altered the date, so that his age would seem to have been seventeen instead of fifteen. If this fact was made out, it would be their duty to find the bill, and it was right it should be known that an act of deception of this description was a very serious matter, and subjected the party who was guilty to severe punishment.

William Edwin James Hillyer, the young lad charged with forgery of his baptismal certificate, with intent to defraud the Civil Service Commissioners, has been acquitted—the jury giving him the benefit of the doubt that some older person might have altered the figures in the certificate without the prisoner's knowledge.

The expenses of the last election at Knaresborough have been published by Mr. Samuel Powell, jun., the auditor. It appears the bill of Mr. Basil Woodd amounted to 102*l.* 18*s.* 10*d.*, and that of Mr. Thomas Collins to 38*l.* 8*s.* 3*d.* The expenses of Mr. Robert Campbell, the unsuccessful candidate, were 49*l.* 18*s.*

The auctioneer's hammer is waving over the tenements on the west side of Inner Temple-lane. On the first of October the house-breakers will be masters of the situation, the bricks will go for what they will fetch, and, the site being cleared, the honourable benchers of the Inner Temple will proceed to improve their property by building better houses in the place of the rubbish removed. Ah! but is it all rubbish? Not quite. On the transom of the doorway at No. 1 (there is a lamp projecting, and a large carved hood above), is written "Dr. Johnson's Staircase," and up this, truly enough, he often went with Goldsmith, Reynolds, Boswell, and others, of whom this present generation are never tired of hearing. We spoke not long ago to a hale and clear-headed gentleman, who recollected seeing the pursy doctor with his arm round a post in Fleet-street, resting for breath after some exertion; and who, moreover, had been taken up into the arms of the kind-hearted Goldsmith. Dr. Johnson lived in this house between 1760 and 1765, and it was during this time that the association, which afterwards became so renowned as the Literary Club, took a regular form. Joshua Reynolds, Johnson, Goldsmith, Burke, Dr. Nugent, Langton, Topham Beauclerc, Chamier, and Hawkins were the original members. It was while Johnson occupied these rooms that the adventure occurred, as described by Boswell, when the dissipated but accomplished Beauclerc, returning once with Langton from supper, roused up the grave Doctor at three in the morning, and dared him to a ramble.—*The Builder.*

At a meeting of the Town Council of Manchester, on Monday, a letter was read from Secretary Sir George Grey, inquiring whether, in the event of the recommendation of the Common Law Commission, for the transfer of assize business for the hundred of Salford from Liverpool to Manchester being carried into effect, they were prepared to adopt the necessary measures for such criminal and civil business by providing separate courts and lodgings for the judges. A resolution was proposed on the reading of the letter to the effect that Sir George Grey be assured that the council, in conjunction with the hundred of Salford, was prepared to make such provision. It is believed that no powers exist at present enabling the magistrates to apply county rates to such purposes; but it is hoped the Government will feel it to be their province to introduce a general public Act next session of Parliament to give magistrates the power in all such cases to use the county funds for making such provision. The resolution was unanimously agreed to.

Charlotte Knox Knox, surrendered to take her trial, before the Recorder, for obtaining money from the East India Company by means of false pretences. The defendant was the widow of Captain Robert Walter Knox, formerly of the East India Company's service, and in 1842 became a pensioner upon Lord Clive's fund for widows, which would cease upon her re-marriage. This she had done in 1855, but had gone on receiving the pension down to the present year. The second marriage was not denied; but it was pleaded that the second husband being then a married man, it was no marriage at all. Evidence was then given to show that down to January, 1857, she received her pension as Mrs. Knox; but that in October, 1845, she was married at Antwerp to one Richard Osborn Cross, and had lived with him at Berkhampstead as his wife. In his examination, Mr. Cross said he did not know that his first wife was alive. He had not seen her from 1843 until lately. He saw her last Sunday fortnight in Brighton. The defendant was then discharged.

At the Third Court, before Mr. *Prendergast*, Q.C., Thos. Holland, a respectable looking young man, said to be a teacher in a Catholic school, was indicted for feloniously assaulting Hannah Peake. After the case was closed, and whilst the jury were deliberating, the Commissioner interposed several times, and pointed out different points in the case, commenting further upon them.—Mr. *Ribton*, with much warmth, protested against such a course being pursued when a case was closed. The case during the early part had been nearly taken out of his hands by the Bench.—The Commissioner denied that he had taken the case out of the counsel's hands, or that he had interfered in the matter in any way to call for the remarks which had been made upon his conduct.—Mr. *Ribton* repeated his objections to the course which had been pursued by the Commissioner throughout the whole trial. After some further remarks from the Bench, which provoked immediate replies from the counsel, the scene, happily for the dignity of justice, was brought to a close, the jury finding the prisoner guilty; and he was sentenced to one month's imprisonment.

At the Aylesbury Petty Sessions on Saturday last (before Captain Hamilton and a full bench of magistrates), Mr. James T. Senior, one of the magistrates of the county, residing at Broughton Hall, near Aylesbury, was charged with shooting without a game certificate, whereby he had rendered himself liable to a penalty of £5. The defendant's solicitor admitted the fact that Mr. Senior had no game certificate, but said it was entirely an accidental omission on his part. The fact was, that he had made application for the certificate to the old assessor instead of the new one, and that was the reason he was not in possession of one. He submitted, that, as there had been no intention to defraud, a very moderate fine would be sufficient. Captain Hamilton ordered the defendant to pay a fine of £5, including costs.

The statement to the effect that Sir John Dean Paul, Strahan, Bates, Robson, Redpath, Saward, and Agar had all left England in the same convict ship, is incorrect. Sir John Dean Paul and Mr. Strahan are still at Millbank, and Mr. Bates is at Pentonville.

The *Wrexham Telegraph* says, a rumour is in circulation that there will soon be a vacancy in the representation of the county of Denbigh, by the elevation of Colonel Biddulph to the peerage.

The office of Queen's Advocate at Sierra Leone has become vacant by the death of Mr. Collett.

COUNTY COURT STATISTICS.

From a parliamentary return just issued, we extract from a mass of figures the following interesting particulars:—The total amount of plaints entered since the establishment of the county courts in England and Wales, from March, 1847, to September 30, 1856, was 4,509,756. During the same period, the total number of causes tried was 2,476,851. The number of causes tried under the 13 & 14 Vict. c. 61, for sums above £20 and not exceeding £50, was 35,752. The entire number of days the courts sat was 80,176. The total of the sums sought to be recovered was £13,861,944, and of this sum judgment had been obtained for £7,103,549. No less than £962,851 had been paid in satisfaction of debts without proceeding to judgment. The aggregate of the moneys received to the credit of the suitors was £4,024,495, of which £3,473,534 was paid out to suitors. The number of cases tried by a jury was 7,639, and the number of those in which the party requiring a jury obtained a verdict was 3,733. During the same period the total of the judges' fund and officers' fees amounted to £2,135,874.

The total number of appeals under the 13 & 14 Vict. c. 61, from August 14, 1850, to September 30, 1856, was 152; of these, the number of the decisions of the county courts which were confirmed was 45, those reversed were 46, and those dropped were 59.

The aggregate of the plaints entered from January 1 to September 30, 1856, was 395,381; of these, 5,304 were for sums above £20, and not exceeding £50. The total number of causes tried was 204,797, and the total in which judgment was entered for sums above £20, and not exceeding £50, was 2,768. The entire number of days on which the courts sat was 6,487. During the same period, the total of the moneys for which plaints were entered amounted to £1,054,041, and the total of the moneys, exclusive of costs, for which judgment had been obtained, was £498,318. The amount of such costs, including the expenses of witnesses, counsel, and attorneys, was £126,028. The sum paid into court, in satisfaction of debts sued for, without proceeding to judgment, was £80,566. The gross total of the money received to the credit of suitors, and the amount paid out to suitors, stands thus—paid in, £432,473; paid out, £431,970. The judges' fund and officers' fees amounted to £164,056; adding to this £29,285 for the general fund, the total of the fees received by the courts amounts to £193,341. Out of the 395,351 plaints, only 500 were tried by a jury; and of these latter, the number of causes in which the party requiring a jury obtained a verdict, was only 268. During the same period, from January 1 to September 30, 1856, the number of executions issued by the clerk of the court against the goods of the defendants amounted to 57,284. The number of judgment summonses issued was 47,867. The number of warrants of commitment issued was 11,648, and the number of persons actually taken to prison was 4,872.

A comparison between the business transacted in the county courts in 1855 and that in 1856, gives the following results:—Number of plaints entered in 1855, 538,148; in 1856, 581,053—increase, 42,885. Number of causes tried in 1855, 285,178; in 1856, 297,679—increase, 12,501. Number of causes tried above £20, and not exceeding £50, in 1855, 4,686; in 1856, 4,053, showing a decrease of 633. There has also been an in-

crease of 172 days in the sittings of the court. The total amount of moneys for which plaints were entered in 1855 was £1,495,605; in 1856, it amounted to £1,533,666, being an increase of £38,061. There has been a decrease, however, in the amount of moneys for which judgment was obtained. In 1855, judgment was entered for £736,077; in 1856, for £725,413, showing a decrease of £10,664. In 1855, the money paid in satisfaction of debts sued for, without proceeding to judgment, was £111,127; in 1856, it was £113,863, being an increase of £2,736. The total number of executions issued by the Registrar against the goods of the defendants amounted, in 1855, to 74,081; in 1856, there is an increase on this number of 2,577. The number of summonses issued in 1855 was 59,990; in 1856, there has been an increase on this number of 12,497. There has also been an increase in the warrants of commitment of 2,285, and the number of actual commitments stands thus—in 1855, the number of persons actually sent to prison was 6,480; in 1856, it was 7,011, showing an increase of 531.

The returns from January 1 to December 31 stand as follows:—The total number of plaints entered during that time was 581,053, of which 7,877 were plaints between £20 and £50. The total number of cases tried, or in which judgment was entered, was 297,679; of which 4,053 were between £20 and £50. The aggregate sum for which the plaints were entered was £1,533,666; the amount for which judgment was obtained, exclusive of costs, was £725,413. The amount of costs was £163,307; and the sum paid into court for debts sued for, without proceeding to judgment, was £113,863. The total amount of the judges' fund and officers' fees was £164,056.

FRAUDS BY A SOLICITOR.

Another addition has within the last few days been made to the list of cases of gross fraud. The defaulter in this case is Mr. Dean, a solicitor, of King's Bench-walk.

The facts of the case connected with Mr. Dean appear to be, that, for years passed, he has been in the habit of obtaining large sums of money from his bankers, and from capitalists, on the deposit of forged deeds, purporting to be mortgages of freehold property. To such an extent has this system been carried on, that, for several years, it is stated he has been in the habit of paying as much as £3,000 a year in the shape of interest on the advances which he had obtained. Already forged deeds to the amount of £60,000 have been discovered, and there is reason to believe that the whole extent of the frauds has not yet been fully ascertained. The most intimate friends and relatives of the absconding defaulters are, we regret, among those who are the greatest sufferers by his frauds. Title deeds of property which had been left by several of his clients in the hands of Dean have been made away with in several instances; and it is needless to say that great distress has been caused by his fraudulent conduct. The defaulting solicitor lived near Barnes Common, and the whole of his goods and effects have been seized under a bill of sale, and will be sold in a few days. The proceeds will not, however, it is expected, cover the amount for which the seizure has been made. Since his disappearance, he has been adjudged and declared a bankrupt as a "money scrivener," and it is not improbable that the validity of the bill of sale may be disputed by the assignees under the bankruptcy. Warrants for the apprehension of Dean have been placed in the hands of Inspector Field.—*Observer.*

THE CLERGY AND THE NEW DIVORCE BILL.

The Rev. Bryan King, rector of St. George's-in-the-East, one of the leaders of the High Church party in London, informs the clergy that they have in their hands the remedy for many of the evil consequences which he contends the Divorce Bill will produce, and "that it may be overruled, to the promotion of church discipline, in a manner of which its episcopal and other promoters never dreamt." He reminds the clergy that the 109th canon requires that adulterers should be presented into the ecclesiastical courts, "to be punished by the severity of the laws, according to their deserts;" and that the 113th canon empowers ministers to make such presentments. He adds—"Let then a society be immediately formed in London, with a branch in each diocese, for the defence of the church in this instance; and then, whenever a divorce shall have been obtained in the new court, on the ground of adultery, let the minister of the parish be enabled to present and prosecute such adulterer. The sentence of any ecclesiastical court upon such offender (if it be but formal excommunication) must surely be such a one as to require him or her to give satisfaction to the church, by the avowal of penitence, before he or she would be entitled to any of her ministrations. I firmly believe, that, were such a society established for the purpose of taking such proceedings in the ecclesiastical court, another session would not pass without the passing of an Act exempting the church from all complicity with such infamous unions as those upon which it is now attempted to prostitute her marriage service."

MR. TOWNSEND AND HIS CONSTITUENTS.

A public meeting was held at Woolwich for the purpose of hearing from Mr. Townsend, M.P. for Greenwich, an account of his parliamentary conduct during the late session. Mr. Eugene Murray took the chair. Mr. Townsend, after recapitulating the questions on which he had voted during the session, and after referring to his labours to obtain additional pay for the dockyard labourers, promised, in the next session of Parliament—and he should be there in spite of his enemies—to submit a motion to increase the wages of Government labourers to 16*s.* a week. He had been in business at Greenwich fourteen years, and until recently no man ever had to call upon him twice for a debt. Mr. Townsend then entered into detail with a view to prove, that, at the period of his election, he possessed the requisite legal qualification, and that his subsequent difficulties were caused by the persevering efforts of a solicitor whom he named, and who had boasted that he would drive him from his seat. If they wished him to resign his seat, he would not be a stubborn man; but, if otherwise, his enemies should not wrest the seat from him. His enemies did not object to him as John Townsend, the auctioneer, but as John Townsend, the member of Parliament. Mr. Townsend resumed his seat amidst the most uproarious applause. A resolution of confidence in Mr. Townsend was unanimously passed.—

On Tuesday, Mr. Townsend held a meeting at Greenwich, for the same purpose. The chair was occupied by Mr. W. Jones, a solicitor. Mr. Townsend referred to his private difficulties, and asserted that these had arisen from the persecution of a lawyer at Greenwich, who acted as agent to the defeated candidate.

The French Tribunals.

A decision of interest to the merchants and shipowners of England, lately given by the civil tribunal at Havre, has been confirmed by the superior court. The facts of the case are these:—Messrs. Clauss & Co., of Liverpool, were in 1853 owners of a ship called the Ann Martin; but a Mr. Harrison held a bill of exchange for £4,000 sterling accepted by them, and they gave him a mortgage on the vessel as security. He transferred the bill and mortgage to Mr. Emley, who, in his turn, transferred both to MM. Castrique & Co., of Havre. The ship was sent on a voyage to Calcutta, and the captain drew bills on Clauss & Co., but they became bankrupts in May, 1855, and the holders of the captain's bills in consequence transmitted them to France, in order that the vessel, which was bound to Havre, might on arrival be seized as security for the payment. This was done; but Castrique & Co. some time ago brought an action before the civil tribunal of Havre to have the seizure in virtue of the mortgage set aside. The tribunal, however, finding that no mention of the alleged mortgage was made in the ship's papers, decided that it was invalid in French law, and dismissed the action, at the same time condemning Castrique & Co. to pay 500fr. as damages to the holders of the bills for the inconvenience to which they had subjected them by the seizure. MM. Castrique & Co. appealed to the Imperial Court of Rouen against this judgment, but the Court confirmed it.

The following singular case was tried on Tuesday last before the Tribunal of Commerce:—The Countess d'Héricourt was in 1850 robbed of 35 Neapolitan bonds of 25 ducats each, and the thieves, a married couple named Godefroy who were in her service, were condemned by the Court of Assize. Attached to the bonds were coupons of interest to be paid at intervals up to 1855. It having been impossible to ascertain what had become of the shares, the Countess brought an action before the Tribunal of Commerce against the Messrs. de Rothschild, agents of the Neapolitan Government, to obtain from them new bonds to replace those stolen, and payment of the five years interest from 1850 to 1855. Messrs. de Rothschild offered to give new bonds, provided they bore an inscription setting forth that they were destined to replace the stolen ones; but they said that, as the Neapolitan Government had agencies in other

capitals of Europe, it was possible that the five years' interest on the stolen bonds had been paid by one of them, a point they had no means of ascertaining, and that therefore they ought not to be ordered to pay it. The tribunal gave a judgment in accordance with the representation of Messrs. de Rothschild; and as to the interest falling due after 1855, it ordered that it should be deposited every half-year in the Caisse des Dépots et Consignations, and, after the expiration of five years, should be paid half-yearly to the Countess. It further ordered, that after the expiration of thirty years 35 bonds "to bearer" should be delivered to the Countess, in the room of those bearing the inscription aforesaid.

The Tribunal of Correctional Police on Thursday tried a married couple, named Rideau, photographers, Rue St. Honoré, 247, for having produced and exhibited obscene photographs. The case against them was rather singular:—As a respectable couple named Brault, carrying on business in the same house, were one day passing along the Passage Valentino, they saw photographs exposed for sale, representing young girls lying on sofas without any clothing, and they perceived to their astonishment and disgust that the features of the girls were those of their own daughters, Virginie, aged 17, and Josephine, aged 15. On inquiry, they learned that Rideau had solicited the girls to sit to him; and they at once laid a complaint against him and his wife. The tribunal condemned Rideau to three months' imprisonment and 300fr. fine, and his wife to a month's imprisonment and 16fr. fine. It also condemned three other photographers to from four months to a year's imprisonment, and to from 300fr. to 1,000fr. fine, for publishing obscene photographs; and it fined three other persons severally 100fr., 500fr., and 1,000fr. for selling photographs without authorisation.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. XXV.—*An Act to continue the Powers of the Commissioners under 17 & 18 Vict. c. 81, and further to amend the said Act.*

The statutes here referred to are, 1st, that passed in 1854, to "make further provision for the good government and extension of the University of Oxford, of the colleges therein, and of the College of St. Mary, Winchester;" and, 2ndly, that of the following year (19 & 20 Vict. c. 31), to amend the Act first mentioned.

The objects of the Act under discussion, are as follows:—

1. To continue the duration of the Commission appointed by the first of the above Acts, which would otherwise have expired Jan. 1, 1858; and it is accordingly continued till July 1, 1858.

2. By the 28th section of the 17 & 18 Vict. c. 81, it was made lawful for every college to make, and submit to the Commissioners, regulations and ordinances for the purpose (*inter alia*) of altering their statutes with respect to eligibility to headships, fellowships, and other college emoluments, and the tenure thereof; and (in order to insure such emoluments being conferred according to personal merits and fitness) for modifying or abolishing any preference; and for promoting the main designs of the founders and donors; and for the consolidation, division, or conversion of emoluments.

It has been held that so much of the above provisions, as relates to income and property and to the consolidation of emoluments, was intended to apply only to the case of a college of *one* foundation; and, therefore, s. 2 of the Act under discussion, extends them to the case of Queen's College, which had *two* founders—viz. Robert de Eglesfield and John Michel.

3. In the original Act, no provision was made as to advowsons already belonging to the colleges, or as to acquiring fresh advowsons. The omission was rectified as to college or hall livings (already acquired), by the 4th section of the amending Act (19 & 20 Vict. c. 31), which authorises the sale of advowsons annexed to the headship of the college or hall, or held in trust for such head; and the addition of the same to the livings in the patronage of the college or hall, making due compensation to the parties personally interested. The 3rd section of the Act under discussion extends this provision materially, and makes it lawful for any college (with consent of the visitor) to appropriate and apply any property or income, held by or in trust for the college for the purpose of purchasing advowsons for the benefit of the college, for any of the following objects:—1. The augmentation of the endowment of the college livings. 2. The erection of parsonage houses on the college livings. 3. The foundation or augmentation of scholarships or exhibitions. 4. Any other purpose for the advancement of religion, or learning and education within the college. And it is provided, that, in the exercise of this power, the college may annex to the endowment of a college living any tithe rent-charge vested in the college—compensating the general property of the college, by the appropriation thereto of part of the property or income held for the above-mentioned purpose of purchasing advowsons.

4. It was found expedient to incorporate with the 17 & 18 Vict. c. 81, certain of the provisions of the Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18)—those, viz. in particular which have reference to the purchase of lands by agreement. This was accordingly done, by 19 & 20 Vict. c. 31, s. 7; and s. 4 of the Act under discussion contains a similar clause to meet transactions under that Act.

CAP. XXXI.—*An Act to amend and explain the Inclosure Acts.*

Until the commencement of the present century, the inclosure of common fields and waste lands, and the consequent extinction of common rights therein, used to be undertaken under the Statute of Merton (20 Hen. 3, c. 4), or under the provisions of some local Act obtained for the purpose of a particular inclosure. In the year 1801 was passed the first of the General Inclosure Acts—viz. 41 Geo. 3, c. 109—which was a collection and consolidation of the enactments usually contained in such local Acts; so that they might be made applicable, by reference, to any future Inclosure Act. It was the principle of this statute, and of others passed to amend it—viz. 1 & 2 Geo. 4, c. 23, and 3 & 4 Will. 4, c. 87—that, in order to effectuate an inclosure, a special Act of Parliament must be obtained; but, in the year 1836, it was thought proper, in order to facilitate inclosure, to dispense, under certain circumstances, with the necessity for any Act of Parliament for the purpose. It was accordingly enacted, by 6 & 7 Will. 4, c. 115, that open and common lands (whether arable, meadow, or pasture) might be inclosed without the sanction of an Act of Parliament, provided the consent of two-thirds in number or value of the commoners be obtained. In such cases, the inclosure is to take place under the superintendence of Commissioners appointed by the parties interested in the lands proposed to be inclosed. And in case the consent of seven-eighths in number or value of the commoners be obtained, such inclosure may take place by an agreement among the parties interested, without the intervention of any Commissioners. Subsequently, in 1845, another Act was passed (8 & 9 Vict. c. 118), which still further facilitates inclosures; and also deals with the cognate subjects of *exchanges* of land, and the *division* of intermixed lands. And by this Act (which has since been amended by 9 & 10 Vict. c. 70; 10 & 11 Vict. c. 111; 11 & 12 Vict. c. 99; 12 & 13 Vict. c. 83; 14 & 15 Vict. c. 53; 15 & 16 Vict. c. 79; 17 & 18 Vict. c. 97; and, finally, by the Act under discussion), were established the "Inclosure Commissioners for England and Wales:" a board which one of the above Acts—viz. 14 & 15 Vict. c. 53—consolidates with the Copyhold Commissioners and the Tithe Commissioners. The general scheme for inclosure, under these last-mentioned Acts, is, that the Commissioners—on the application of one-third in value of the persons interested in lands subject to be inclosed, and provided the consent of two-thirds in value of such persons, with that of the lord of the manor (in case of a proposed inclosure of a waste of a manor), be ultimately obtained—institute an official inquiry into the case, and specially report, for the information of Parliament, the expediency of making such inclosure. Upon this report, an Act of Parliament is passed authorising the inclosure to be proceeded with; and an example of such an Act is to be found in cap. 20 of last session—a statute, however, which does not call for any special discussion. In such an Act, the thing enacted is, that the inclosures mentioned in the schedule thereof "be proceeded with;" and this is accordingly done by the aid of a "valuer" appointed by the Inclosure Commissioners under the provisions of the 8 & 9 Vict. c. 118, and the other Acts above mentioned—all of which statutes, together with the Acts passed in pursuance of the annual or special reports of the Commissioners, are, it may be noticed, (by the effect of 15 & 16 Vict. c. 79, s. 34; and 17 & 18 Vict. c. 97, s. 21), considered and cited as "The Acts for the Inclosure, Exchange, and Improvement of Land," and to this batch, the Act under discussion is now to be added (see s. 14).

The object of the Act under discussion is, to remedy certain defects and omissions in the above Inclosure Acts, and more particularly in 8 & 9 Vict. c. 118.

1. By 8 & 9 Vict. c. 118, s. 83, it was provided, that the allotments made by the valuer should, as the general rule, be *fenced* by the allottees, and the fences kept in repair and maintained by such persons as the valuer should direct. The 1st

section of the Act under discussion is aimed at this provision, and gives power to the Inclosure Commissioners to dispense, where they see fit, with such fences, by an order under their hand and seal; and to direct that the allotments in question be distinguished by *metes and bounds* instead; and it is further provided (by s. 2), that, while such allotments remain unfenced, they shall be considered as "regulated pastures" under the said Acts (as to these see 8 & 9 Vict. c. 118, ss. 113—122); and that "the owners thereof shall enjoy all such rights of common by reason of vicinage, as they were entitled to prior to the setting out of such allotments."

2. By 8 & 9 Vict. c. 118, s. 47, the claims of parties interested must be delivered in writing to the valuer, at a meeting appointed by him for that purpose. It is provided by the 3rd section of the Act under discussion, that such claims (or any notice required by the above Acts to be given to any designated person) may be delivered, either by sending it in a registered post letter, or by leaving it at the office or usual place of abode of the person to whom it is to be delivered or given.

3. By 8 & 9 Vict. c. 118, s. 16, a definition is given of the persons deemed to be "interested," for a variety of purposes, within the scope of the Inclosure Acts. The 4th section of the Act under discussion expressly includes within those "interested"—for the purpose of exchanging land—railway, canal, and similar companies incorporated by special Acts; and this, though the purposes to which the land of such company proposed to be exchanged shall be applicable, is limited by the provisions of such special Act. And s. 4 of the Act under discussion provides for the case of "persons interested" within the definition of 8 & 9 Vict. c. 118, s. 16, seeking to take, by way of exchange, land to which the *Crown* is entitled, in reversion or remainder on a life or larger particular estate.

4. The previous Inclosure Acts had contained no sufficient provisions to meet the contingencies of there being a difference of value in favour of the land required, in the case of a proposed exchange; or (in the case of a proposed partition), of there being a difficulty in allotting in severalty, in parts or shares of the like proportional values as the undivided parts or shares, in respect whereof the partition is proposed to be made. By ss. 6 to 11 of the Act under discussion, the deficiency in value in the lands offered in exchange, or the difference in the proportional values of the allotments in severalty—may be *compensated* by a perpetual rent-charge on the land given in exchange or allotted in severalty, as the case may be. But the deficiency in value requiring to be compensated, must not exceed one-eighth part of the actual value of the land taken in exchange or allotted in severalty. And the amount of the rent-charge must be fixed and determined by the inclosure award or order of exchange or partition; and when made, shall be a charge on the land, yielding in precedence only to tithe rent-charge, the land-tax, local rates and taxes, quit or chief rents incidental to tenure, and charges created under drainage or improvement Acts.

5. The 12th section of the Act under discussion provides a summary means of preventing nuisances in town and village greens, or land allotted under the Inclosure Acts as places for exercise and recreation. It authorises any churchwarden or overseer of the parish in which such green or place is situate, or any person in whom the soil is vested, to give information thereof; and it renders the offender liable, on conviction before two justices, to a penalty for every offence not exceeding 40*s.* over and above the damages occasioned.

6. By 8 & 9 Vict. c. 118, s. 34, it was provided that the majority of the "persons interested" might resolve upon instructions to the valuer for the appropriation of parts of the lands to be inclosed for a variety of purposes therein specified; and, amongst these, for the *site of any school*. It having been found that the instructions given in accordance with this provision have often failed to set forth with sufficient clearness for what class of children the school is to be provided, or to whom the site shall be conveyed, or in what manner and by whom the school shall be managed, visited, and inspected—power is given, by the 13th section of the Act under discussion, to the Inclosure Commissioners (on the requisition of a due proportion of the persons interested), to call a further meeting to resolve on other or further instructions; and to substitute or add them, when agreed on and sanctioned by the Commissioners, to those previously given.

Recent Decisions in Chancery.

DEVISE TO TRUSTEES—POWER OF SALE.

Hall v. *May*, 5 W. R. 869.

A question of great importance in practice was decided in this case; and, considering the great number of times that it must have presented itself in cases where trustees have exercised a power of sale, it is strange that it has not yet been set at rest by authoritative decision. The question was upon a devise to trustees, their heirs and assigns, upon trust that they and the survivors and survivor of them, his heirs and assigns, should sell. The will also contained the usual power to appoint new trustees. Upon a sale by the devisees of the surviving trustee, a purchaser objected that the vendors were not duly appointed trustees under the will, and had not power to sell. The purchaser mainly relied upon the decision of the Vice-Chancellor of England in *Cooke* v. *Crawford* (13 Sim. 91), in which the devise being to trustees, or the survivors or survivor, or the *heirs* of the survivor, upon trust for sale, the sale was made by devisees of the sole trustee, the others having disclaimed; and Sir *L. Shadwell* there held, that the devisees were not entitled to execute the trust for sale, the heirs of the sole trustee under the will alone being so entitled. In that case his Honour followed his own decision in *Bradford* v. *Belfield* (2 Sim. 264), where he held, that a trust for sale vested in A. and his heirs could not be exercised by an assign of A., though assigns were mentioned in the receipt clause; and in both he would have felt himself bound, if he entertained any doubt—which he did not—by the decision of the Court of King's Bench in *Townsend* v. *Wilson* (1 B. & A. 608). In the last-mentioned case, the power of sale was given to three trustees and their heirs, and the money to arise from the sale was to be paid to the trustees, and the survivors and survivor of them. One of the trustees having died, the power was exercised by the two survivors; and the Court of King's Bench held, that that was not a good execution of the power. There are several other decisions in the same direction. Thus, in *Ockleston* v. *Heap* (1 De G. & Sma. 640), where a testator devised estates to trustees, their heirs and assigns, and the surviving trustee devised them upon the same trusts, *Knight Bruce*, V. C., made a decree for the appointment of new trustees, his Honour entertaining doubt whether the devisees were duly appointed trustees. And so in *Mortimer* v. *Ireland* (6 Hare, 196), the legatee in trust of the survivor of two executors and trustees was held, by Sir *J. Wigram*, V. C., not to be a trustee properly constituted, though he was legally in possession of the trust property. This decision was affirmed, on appeal, by Lord *Cottenham* (11 Jur. 721). The leading authority generally relied upon, as running counter to the above-mentioned cases, is *Titley* v. *Wolstenholme* (7 Beav. 425), a decision of Lord *Langdale*. A testator there devised real and personal estate on trusts, which the Court considered, on the construction of his will, were intended to be performed by his trustees named, and the survivors and survivor, and by the heirs and assigns, or by the executors or administrators of the survivor; and there was no power given for the appointment of new trustees. Lord *Langdale* there held, that a devise and bequest of the trust estates by the survivor was valid. It was admitted on all sides, in the argument, that the trustees, or the survivors or survivor of the trustees, could not, by any act *inter vivos*, relieve themselves or himself of the trust; and, on one side, it was contended that the same disability attended any assignment by way of devise or bequest, and that, although the estate and property might be vested in the devisees or legatees of the surviving trustee, the duties and responsibilities attending the execution of the trust remained in the legal representative of the survivor. His Honour, however, in his judgment—the reasoning of which is much more satisfactory than that of any of the decisions to which *Titley* v. *Wolstenholme* is generally opposed—clearly pointed out the fallacy of this argument. Where a testator names several trustees, and gives no power of appointing new ones, it may be considered that he has done so from motives of personal confidence; but it is absurd to suppose, that he could have any personal confidence in the heir, and not in the devisee, of whoever happened to be the survivor. "It cannot be known beforehand," said his Lordship, "which one of the several trustees may be the survivor; and as to the contingent survivor, it cannot be known, beforehand, whether he may have an heir or not, or whether the heir may be one, or may consist of many persons, trustworthy or not, married women, infants, or bankrupts, within or without the jurisdiction." It is obvious, that the same reasons do not apply to the case of an alienation *inter vivos* by a surviving trustee,

as to a devise by him, which could only take effect at a time to which the personal confidence of his testator could not have extended; and when, also, there must necessarily be a transmission of the estate to some person not trusted by the original testator. *Wood*, V. C., both in *Hall* v. *May* and in *Saloway* v. *Strawbridge* (3 W. R. 335), was disposed to lean strongly towards Lord *Langdale's* decision in *Titley* v. *Wolstenholme*, and against Sir *L. Shadwell's* in *Cooke* v. *Crawford*. The two recent cases, however, are distinguishable from both the others by the testator using the word "assigns" in the recent cases, and not in the two older ones—and, in *Hall* v. *May*, there was, moreover, a power to appoint new trustees. Under these circumstances, *Wood*, V. C., had no hesitation whatever in holding that the devisees of the surviving trustee could make a good title to a purchaser under the power of sale. "The safety of many titles," said his Honour, "would be imperilled by holding otherwise; nor was he inclined to extend the decision in *Cooke* v. *Crawford*, while *Titley* v. *Wolstenholme* had been recognised by several judges."

OBLIGATION BY SPECIALTY.

Eyre v. *Monro*, 5 W. R. 870.

"Debts by specialty, or special contract," says Blackstone, "are such whereby a sum of money becomes, or is acknowledged to be, due by deed or instrument under seal: such as by deed of covenant, by deed of sale, by lease reserving rent, or by bond or obligation." Thus, under a covenant to a retiring partner as soon as conveniently could be to pay the debts and indemnify him against them, which covenant was broken by the death of the covenantor leaving debts undischarged; those debts, being paid by the covenantee, were held to be a debt by specialty, against which the administrator of the covenantor could not retain his own simple contract debt, as he might have done in the case of debts of equal degree. Nor does it make any difference, as to the character of the debt, whether its amount is ascertained or not; for "it is settled," said Lord *Eldon*, "that, if a covenant is broken, though the damages are unliquidated, the covenantee is a specialty creditor" (*Meeson* v. *May*, 3 V. & B. 197; and *Ellis* v. *Ellis*, before the Lord Chancellor, 1856, unreported).

So, where A. and B. agreed, by deed, that a sum of money in the hands of A., but belonging to B., should be laid out in the funds, in A.'s name, in trust for B., and A. died without having invested the money; B. was held to be a specialty creditor for that amount; in which case, if B. were the executor of A., he would be entitled to retain the amount so agreed to be invested, out of his testator's assets, in preference to A.'s simple contract creditors (*Mavor* v. *Davenport*, 2 Sim. 227.)

Freemoult v. *Dedire* (1 P. Wms. 429), *Deacon* v. *Smith* (3 Atk. 323), and *Cheveley* v. *Stone* (2 Dick. 782), are types of another class of cases, from which the general doctrine may be deduced, that a covenant generally to settle land, or to lay out a sum of money in land to be settled, creates a specialty debt; while a covenant to settle particular land, of which the covenantor is seised, creates a specific lien on it. In *Wellesley* v. *Wellesley* (4 Myl. & Cr. 561), Lord *Cottenham* was of opinion that a covenant, on or before a certain day, to secure an annuity by a charge upon freehold estates of inheritance to be situate in England or Wales, or by investment in the funds, created a lien on any property to which the covenantor became entitled between the date of the covenant and the day limited for its performance. Following the principle of all these decisions, *Wood*, V. C., in *Eyre* v. *Monro*, held, that a covenant by a father, in his son's marriage settlement, that, upon certain events, he would, by will or otherwise, in his lifetime, settle out of all his real and personal estate £3,000, or property to that amount, upon certain trusts after his death, created a specialty debt for the amount named. Upon the construction of the covenant, his Honour held that it was not merely a covenant to execute an instrument so as to give the money in his lifetime, or by will, so far as his testamentary estate should extend; but that it created an immediate obligation to be proved against his estate in the event of his dying without having discharged it in his lifetime. "There was no ground," he said, "for holding that the covenant would be satisfied by the covenantor merely purporting to perform it (or by anything short of an effectual performance)—for example, by a disposition of property liable to be diminished or altogether absorbed by debts subsequently contracted." The *cestuis que trust* were, therefore, declared to be entitled in priority to the simple contract creditors of the covenantor.

PRACTICE—EVIDENCE—DRAWING UP DECREE.

Manby v. *Bewicke*, 5 W. R. 867.

A proceedings in a cause, or decrees or orders in another cause between the same parties, may be read at the hearing without an order of the Court specifically authorising the party to read them, upon the principle that the Court takes judicial notice of its own acts. But, according to the old practice, where a party desired to read, at the hearing of a cause, the answers or depositions taken in another cause, even though the parties were the same, he was obliged to obtain an order entitling him to do so. In this suit the plaintiff's bill was dismissed without entering upon the defence. When the decree came to be drawn up, the defendant wished to have entered upon the decree as evidence read office copies of proceedings at law and in equity relating to the subject-matter of the suit, at various periods previous to 1782; and also the whole of the answer in this suit, parts of which only had been read by the plaintiff. *Wood*, V. C., held, that the defendant was entitled, not having had an opportunity of stating what his evidence was, to rely upon everything which he might have used at the hearing; and that he might have referred to office copies of the old proceedings without an order for the purpose. Having consulted the Registrar as to the practice, his Honour also held, that the answer might be entered in general terms as read, and not merely the passages referred to by the plaintiff. It is not stated whether the defendant desired to have entered merely the judgments and decrees in the former actions and suits, or the evidence—the depositions, answers, &c., on which the judgments and decrees were founded; nor whether the Vice-Chancellor's order included the latter. The old practice of the Court appears to have altered as to the rule to which we have referred, which requires an order to entitle a party to read answers or depositions taken in another cause. In *Williams* v. *Broadhead* (1 Sim. 151), Sir *A. Hart* held that an order was not necessary to entitle the plaintiff to read office copies of depositions by living persons in a tithe suit in the Exchequer, in a suit in equity against another person who made the same defence, the only condition imposed on the plaintiff being the production of the bill and answer in the former suit. His Honour there drew a distinction between the case of a cause and cross-cause, and a case where the parties were different in the two causes. In the former case he considered that an order would be necessary, because it saved the necessity of examining the witnesses in both causes; but that, in the latter, it was unnecessary, the object being merely to show that the same points were in issue in both. It has been said that the depositions in another cause may be read without an order, if the whole proceedings in the cause are put in evidence; and that the object of the order is to save the useless expense of proving all the proceedings (see argument of counsel in *Goodenough* v. *Alway*, 2 Sim. & Stu. 482). The practice, however, can hardly be taken as yet settled; for, in the last-mentioned case, Sir *J. Leach* refused to make an order that depositions in a tithe cause in the Exchequer might be read in a suit in equity against other occupiers of land in the same parish, though the object of both suits and the interest of the parties were the same; and he required that the depositions should be proved in due form.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

We are informed that the Committee of the Manchester Law Association are making considerable preparations in connection with the forthcoming meeting of the Metropolitan and Provincial Law Association, which is to be held at Manchester, in the Town-hall, on Wednesday the 7th, and Thursday the 8th of October next.

We understand that the Local Association has invited to the dinner, which will be held on the evening of Wednesday the 7th, representatives from all the Law Societies in England, all members of Parliament who are or have been solicitors, all mayors who are solicitors, the local members, and many others.

The Local Association, we believe, purpose giving a *déjeûner* on the morning of Thursday the 8th. There will, no doubt, be, as is expected, a large and influential gathering.

INCORPORATED LAW SOCIETY.

(Continued from page 811.)

IV. *Usages of the Profession in Conveyancing Matters.*

The Council have taken into consideration several questions of professional usage submitted to them by members of the society and other solicitors, the decisions on which are entered

in the usage book kept in the secretary's office. These questions relate to:—

1. The preparation of mortgages of trust property where there are different solicitors.
2. Procuration fee on mortgages.
3. Searching for and production of title deeds.
4. Charges on the execution of numerous deeds by the same parties.
5. The preparation of disentailing deeds.
6. The execution of counterparts of leases.
7. Bonds of indemnity against the covenants in a lease.
8. Preparing and perusing deeds of covenant.
9. Commission on premiums of insurance.

V. *Remuneration of Solicitors.*

The members are aware, from previous annual reports for several years, that the remuneration of solicitors, especially in proceedings in equity, since the claim orders were issued seven years ago, has been in an unsatisfactory state, alike injurious to the suitor and the solicitor; operating as an impediment to the attainment of justice by the one, and of due remuneration to the other. The Council and their committees have felt it to be their duty to bestow much time and attention on this subject, and to endeavour, by all the means in their power, to remove the grievance complained of. They have addressed various memorials to the equity judges, and many deputations on the part of the solicitors have attended them in furtherance of the objects in view.

These exertions at length produced the Chancery Orders of 30th January last, and the Council regret that the Court has deemed it proper to grant only a comparatively small part of the claim of the practitioners. It is understood that the Commissioners, to whom the matter was referred by the Lord Chancellor, were convinced, by the evidence laid before them, that a loss had been sustained of not less than one-third of the solicitor's emoluments; and that, though the length of Chancery pleadings and other proceedings (upon which a considerable portion of his emoluments depended) had been largely diminished, the personal labour and responsibility of the solicitor had been increased; and it was expected, that, whilst the suitor justly derived considerable relief—not only in the amount of the charges to which he was liable, but in the despatch of the business in which he was interested—the emoluments of the solicitor would be so far provided for that it would not become his interest to decline undertaking suits in Chancery except in behalf of valuable clients whose general business, on the whole, afforded a sufficient recompense for professional services.

Such, however, is the present state of this important matter; and the Council apprehend they must wait the operation of the new scale for some time to come, before they make a further appeal to the judges. It may, however, become necessary, as the Commissioners intimated that part of the claims of the solicitors could only be sanctioned by the authority of Parliament, to submit that part of the case, if not the whole, to the consideration of the Legislature.

Under this head it may be mentioned, that the Council considered a communication relating to the right of solicitors practising in England to participate in the profits of professional business introduced by them and transacted in Ireland, and of solicitors in Ireland participating in business transacted here, when introduced by Irish solicitors; but they agreed in opinion with the Incorporated Society of Attorneys in Ireland that such participation was neither legal nor expedient.

A communication has been received from several solicitors of Hong Kong, with a recent ordinance relating to solicitors' costs, providing (*inter alia*) that in the rules of taxation no distinction should be made as to costs between party and party, and attorney and client; and that special contracts might be entered into to allow any reasonable sum for business done, although higher in amount than the ordinary scale, such agreement to be signed by the client, subject, however, to the control of the taxing officer. It thus appears that a rule which has been long contended for in this country, has been adopted in one of the colonies.

VI. *Concentration of the Courts and Offices of Law and Equity.*

The members are aware that at every convenient opportunity from the year 1840, when the first committee of the House of Commons was appointed at the instance of this society, to the present time, the Council have urged the concentration of all the courts and offices, both of law and equity, in this neighbourhood; and since the last annual meeting they have several times renewed their application to the Government.

It cannot be questioned that the existing courts and offices are quite insufficient for the proper administration of justice, and that the convenience of the public absolutely requires great additional accommodation. Recently the courts of equity have sat in Lincoln's-inn all the year: the courts of the Lord Chancellor and of the three Vice-Chancellors adjoin each other; but they are inconvenient, small, and inadequate. The court of the Master of the Rolls is at some distance from the other equity courts, and on the opposite side of Chancery-lane. The chambers of the equity judges (where a large proportion of the business is now transacted) are hired for the purpose, and are all in different places, more or less distant from each other, and have been temporarily fitted up; and the Masters' offices are in a building distinct from the others, as are also the offices of the taxing-masters.

The Common Law Courts still hold their sittings in term in Westminter Hall, away from the chambers of counsel and attorneys, and distant from three-fourths of the metropolis; and the numerous offices of the three courts are scattered in various parts of the law district.

It is obvious that it would be much more convenient to the suitors, the barristers, the solicitors, and the public, that all these courts and offices should be placed together, with proper and suitable accommodation in accordance with the dignity of the law, and the wealth and position of the country.

A site has been suggested in the immediate vicinity of the inns of court, between Lincoln's-inn and the Temple, and which is at present occupied by ill-drained and badly-ventilated houses of the lowest class.

It appears to the Council that the object might be attained without imposing any charge on the consolidated fund, and without injustice to any one. The returns lately made to Parliament by the Accountant-General of the Court of Chancery show that there is upwards of four millions of stock to the credit of the Suitors' Fund, of which a million and a quarter has arisen solely from profit made by the investments of cash balances in hand, to which no suitors of the court can make any claim. The past accounts show that the Unclaimed Suitors' Fund has been constantly accumulating for upwards of a century, and there is no probability that it will decrease. Supposing it possible that each individual suitor should claim his share and make out his title to the principal of the money paid into court, the sum of 1,291,629*l.* 17*s.* 7*d.* will still remain as surplus interest; and under proper provisions this fund may be applied in purchasing the required site, and in erecting the necessary buildings.

The increase of this fund considerably exceeds the claims on it at the present time; and these claims diminish as the pensions and compensations charged on it, amounting annually to £60,000, fall in to the extent of about £2,000 a-year.

There are several precedents for applying the unclaimed funds to the erection of new buildings for the transaction of legal business. The Act of 14 Geo. 3, c. 43, recites that it would be no injury to the suitors, if the unappropriated accumulations of cash should be employed in rebuilding and erecting the Six Clerks' office, and authorises their application in rebuilding that office, and in erecting proper offices for the Registrar and Accountant-General. In 1791 a sum not exceeding £30,000 was directed by Act of Parliament to be applied out of the interest of the suitors' unemployed cash in building the Masters' offices in Southampton-buildings. In 1800 a further sum of £12,000 was applied in the erection of the Examiners' and other Chancery offices in Rolls-yard.

It may also be mentioned that the Government are now paying several thousands per annum for rents of detached buildings, in which portions of the legal business of the country are carried on.

It is expected that this important subject will soon be brought before Parliament, and that the small and inconvenient courts at Westminster will be removed, in order to complete the buildings and offices of the Houses of Parliament.

(*To be continued.*)

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

Dundas Hamilton v. *The Western Bank of Scotland.*—Dec. 13, 1856.

The facts of this case are very simple, although they raised several points of importance.

R. T. Miller & Co., Merchants, in Glasgow, drew a bill upon A. S. Sichel, of Manchester, for 630*l.* 10*s.*, dated 28th Dec. 1853, and payable four months after date, which was accepted. This bill was discounted by the defender to Miller & Co., upon an arrangement under which Miller & Co. agreed to

transfer to the defender 300 cases of brandy, belonging to them, and lying in bond, to be held "as collateral security" until retirement of the bill above mentioned; and in implement of this agreement, they, on March 16, 1854, handed to the defender a delivery order addressed to the warehouse-keeper, in virtue of which the brandy was transferred in his books to the defender.

The bill above mentioned became due on the 1st of May, 1854; but on the 28th of April it was renewed to the extent of £500 for four months; and in consideration of the defender discounting it, Miller & Co. authorised him, by letter dated May 9, 1854, "still to hold 300 cases brandy transferred to your order March 16th last, as collateral security, until Mr. Sichel's next acceptance to us matures and is retired."

On the 21st of July, the defender gave Miller & Co. a further accommodation of £400.

On August 31st the renewed bill was retired by the acceptor. On Sept. 9, the £400 being still due to the defender, and the brandy still standing in his name, Miller & Co. became bankrupts.

The pursuer was appointed trustee on Miller & Co.'s estate, and raised the present action (which contained alternative conclusions for damages) to enforce delivery of the brandy for behoof of the creditors; the main plea in support of the action being that the brandy was transferred for a special and limited purpose—namely, to secure the debts of 630*l.* 10*s.* and £500 which had been already paid. The defender resisted the demand to deliver the brandy, on the ground *inter alia* that when the £400 had been given it had been agreed that the brandy should be retained in security of that advance also. The pursuer denied this agreement, and a proof on commission was allowed. The proof failed, and a finding to that effect was pronounced by the Lord Ordinary. The defender reclaimed, and having asked leave to add the following pleas to the record—viz. "(4) The brandy in question having been transferred and delivered by the bankrupts to the defender under a real contract of pledge, he is entitled to retain the possession so acquired until all advances made by him to the bankrupts subsequent to his attaining such possession—at least, all such advances made on the faith of such possession—and especially the £400 mentioned in Statement 7 of his defences, are repaid. (5) The said brandy having been transferred to the defender by conveyance *ex facie* absolute, and possession attained and held under such conveyance, he is entitled to retain possession thereof until all advances made by him subsequent to said conveyance and possession are repaid"—the case was remitted to enable the Lord Ordinary to open up the record for the purpose of receiving these pleas.

The case was then argued before the Lord Ordinary on the proof and on the fourth plea, both parties assuming that the transaction was a contract of real pledge. The pursuer, on this footing, maintaining that it was a specific and limited pledge; the defender maintaining that it was a general pledge. The Lord Ordinary pronounced an interlocutor, finding that the agreement averred had not been proved; repelling the whole pleas of the defender, and finding that he "was bound to transfer or deliver over to the pursuer the cases of brandy specified in the summons, and that the detention of them was wrongful and illegal." The Lord Ordinary added a long and elaborate note to his judgment, discussing the contract of real pledge in its general and specific character; and referring to numerous authorities in the Scotch, French, and civil law in regard to the principles upon which the question, whether the pledge was given in security of a specific debt or was general, ought to be determined; the ground of his judgment being, that, in the present case, there was a special appropriation to secure such a debt.

The defender reclaimed, maintaining that he was entitled to retain the brandy whether the agreement were proved or not; that if the transaction were viewed as one of pledge, it must be viewed as a general pledge to cover all advances made subsequent to the contract; that, to limit it to a security for a special debt, a special document so limiting it was necessary; and in support of these views various authorities from the English-French civil and Scotch law were referred to. But the point most strongly urged was, that the transfer, having been *ex facie* absolute, and constructive delivery having taken place, the property in the brandy passed absolutely, subject only to a latent right to recover so much of it as might be found to be redeemable in the circumstances in which it was given. The pursuer maintained his previous plea, that the case was really one of pledge for a specific debt; that it was like an absolute disposition with a back bond to reconvey on payment of the debt in consideration of which the disposition was granted, and that the fifth plea of the defender involved the absurdity of attributing a higher character of transference to a transaction, the facts of which must, if such effect be given to them, be held insufficient to constitute the minor contract of pledge.

The Lord President, in delivering judgment, said, that the case had been several times before the court, and had changed its aspect each time; that he had no doubt the defender had failed on the proof; and that the case must be considered apart from the alleged agreement. That it was difficult to gather from the record what really were the averments of parties; that he thought that the case of each party was to be found in the averments of the other; that the pleas were ambiguous; that the case was first treated as one of pledge, but now as one of absolute transfer; but that he thought the pleas wide enough to cover all the views taken at the debate, though it was difficult to decide the case upon them as they stood. That, in the first place, the brandy, being in a bonded warehouse, was transferred from the name of the bankrupt to that of the defender. That this was not admitted, but that it was sufficiently made out by the documents; that the brandy remains so transferred; that there never was actual custody of the brandy, nor was it intended that actual delivery should be given, which was necessary for real pledge. That there was constructive delivery, but that there was no authority for holding that such delivery was equivalent to actual delivery; that it was not even equal to delivery by giving up the key of a warehouse. That he did not, therefore, consider the transaction one of pledge—the essence of which is, the actual delivery of the subject pledged. But that, although the brandy was not pledged to the defender, if there was enough to constitute a transference of property, that might give him a right to retain the goods for subsequent advances, which must be presumed to have been made on the faith of such transference. That it might not have been the intention that the property should ultimately remain with the defender, but that circumstances might arise which would convert the qualified into an absolute right, as a conveyance qualified by a back bond might become an effectual right of property, though only intended to create a security. That the question was not whether there could be any right in the defender higher than that which actual custody would have given him, but whether the facts resulted in a different right; and that he thought they did, and that there had been such a transference of the property as entitled the defender to retain it till all his claims were settled.

Lord *Ivory* concurred in thinking that the agreement was not proved; that the debate brought out a different question from that discussed before the Lord Ordinary; and that it was upon the plea that the transaction was neither one of pledge nor security, but of absolute transfer of right from the bankrupt to the defender, that he rested his judgment. That he thought confusion had been introduced into Scotch law from a loose use of English terms; that, in reference to the transference of movable property, no two systems started from more conflicting principles; that, in this way, lien and set-off had crept into use in Scotland instead of the proper terms compensation and retention, and that the confusion had become greater on account of the analogies; that the difference was well pointed out in Mr. More's remarks on Stair, with which he agreed, except in regard to what was said about the case of Faulds. That set-off, in England, was altogether the creature of statute; that the system of mutual debits and credits introduced by the Bankrupt Statute had still further approximated the law of England to the broad principle of retention recognised in Scotland. That, in dealing with statute law on one hand, and common law on the other, there was obvious danger in trusting to analogy; that difficulties had arisen in our law itself out of the distinction between custody and possession; that goods sent to be worked upon were in the custody of the workmen, but still in the possession of the owner; that a carrier had a limited custody, but not possession; that a manufacturer has a higher right, but still not possession; that in all these cases a question of retention might arise; that the second shape which custody took was pledge, which conferred more than *mere* custody, what in England is called special property in the article itself; that the possession, no doubt, was of a limited kind, but quite distinguishable from mere custody; that, lastly, there was possession arising from absolute title, under which the present case fell; that a qualification existed, but extrinsic of the absolute right; that the party in possession was absolute proprietor under a personal obligation to divest himself, which the original proprietor had a personal right to enforce. That the statutes in regard to bonded warehouses dealt with transfer alone, and left no *termini habiles* for security or pledge; that it could not be otherwise, as the goods must remain in the warehouse till the duties were paid—so that,

while these were unpaid, no question of custody could arise. That, in this case, it was not meant that the duties should be paid by the defender; that what he was to get was the right to the goods, subject to these duties, and such possession as his debtor had; that he could not get active possession except by increasing his loan, and paying the duties; that the real possession was meant to remain with the warehouse-keeper as before; that if the sale had been unqualified, the delivery order could not have been in stronger terms. His Lordship then referred to several cases where security only had been intended to be given, but where the title had been held to be absolute, because the qualification upon it was extrinsic of the title itself, and concluded by observing that the state of the question arose from the shape of the title, which was an absolute assignation of the goods duly intimated; that the ultimate rights of parties arose by force of law; that the right of retention arose to the defender under the common law, when compensation was shut out; and that the original proprietor could only be reinstated in the possession by the act of the defender, which he could not call into existence except by performing the legal obligations under which he lay to him.

Lords *Curriehill* and *Deas* expressed similar views, and the Court accordingly found the defender entitled to retain the brandy until the advances made subsequently to the transfer were repaid.

Review.

A Historical Sketch of Civil Procedure among the Romans. By J. T. ABDY, LL.D., Regius Professor of Civil Law in the University of Cambridge. Cambridge: Macmillan & Co. 1857.

It is no longer necessary to apologise to English lawyers for bringing under their notice a work on the Civil Law. An acquaintance with some portions of the *Corpus Juris* has become a recognised part of the education of all practitioners who wish to qualify themselves for undertaking the higher branches of their profession, and contributing to guide the course of current legislation. The very subjects, to which attention is at present most prominently turned, suffice to point out the necessity of knowing something of that great system of law which governs so large a portion of the civilised world, and which is itself the expression of the most consecutive and scientific thought which has ever been brought to bear upon jurisprudence. The framers of the Act for the Punishment of Fraudulent Trustees began the difficult task of shaping the intended Bill by inquiring what was the Roman conception and definition of fraud; and the Probate and Divorce Bills abound in points which at once carry us to the Roman law, and to the systems of law which have sprung from it throughout continental Europe. It is expressly provided that the practice and doctrines of the Ecclesiastical Courts—or, in other words, the adaptation of a considerable portion of Roman law to the wants and notions of English society—shall be observed in the new Courts, as far as possible. And it is not one of the least advantages of the constitution of this new tribunal, that no one can henceforward say that a knowledge of the Civil Law belongs to the thinking, not the acting, lawyer—to the jurist, not to the barrister or solicitor. The civil law will in future stand to the practitioner in a place intermediate between a general and a special education. Whatever advantages he may be said to derive from a classical and mathematical education before he commences law at all, he will reap the same when he begins law by entering on that which is the general education of the lawyer.

Dr. Abdy, the Regius Professor of Civil Law in the University of Cambridge, has recently published a "Historical Sketch of Civil Procedure among the Romans." We do not quite understand for what class of persons it was intended, as it is below the level of those who make the civil law a special study, and for ordinary students appears to go over ground which is mostly occupied by other writers. But, whatever may have been Dr. Abdy's object in publishing it, he has compressed into a moderate space the elementary learning connected with his subject, and tells what he has to say in a plain straightforward way. It forms no part of his plan to speculate on the theory of civil procedure generally, or to trace the causes of its changes at Rome, or to connect its history with the history of civil procedure in this country. No book could be more unaffected or unambitious. Dr. Abdy hardly ever ventures upon a general remark. He has collected some facts, and he does not pretend to do more than submit them to the reader. We do not in the least quarrel with his judgment. If Roman law is to be studied, we cannot expect or desire that it should always be handled by men who occupy themselves with the most difficult problems which its contents suggest. There must be humbler workers in the same field. It is necessary that students of Roman law should know the outlines of the civil procedure of Rome; and if Dr. Abdy thinks he can give those outlines in a clear, short, accessible form, he is doing a useful work by carrying out his design. Probably his main purpose is to meet a want felt among his own students, and his Summary may be intended to form the basis of lectures in which he will theorise, when he has once assured himself that the facts of which he is speaking are known to his hearers. We suggest this, because very possibly there may be readers who may regret that a Regius Professor should at this moment, when attention is just beginning to be turned to the Civil Law, have presented us with such a simple, technical, matter-of-fact little volume. We might have been very glad if the subject had been handled in a broader spirit, with a more comprehensive grasp, and with a higher aim. But it is not for the reader to complain if the author does all he offers to do. Dr. Abdy offered to give us a "Historical Sketch of Civil Procedure among the Romans," and he has given it.

If we had to fix on the one primary benefit which English lawyers derive from studying the Civil Law, we should say that it was to be found in the material for comparison which the Civil Law affords. It is not until we know a foreign language, that we can understand grammar; it is not until we have studied the history of another nation, that we can realise to ourselves the history of England. So in studying Law, we should find it very difficult to comprehend the growth of our own system; the causes which have promoted or retarded its advancement; the stage at which we now find ourselves; the direction in which, consciously or unconsciously, we are tending; unless we had a system to compare with our own, which also had an indigenous and gradual growth—was worked out under historical circumstances in some degree similar, and was formed by men whom we must recognise as intellectually our equals or superiors. When we attempt to pursue the comparison between the English and Roman systems, we find no field more instructive than the history of civil procedure in the two countries. Let a person, for instance, ask himself such a question as, what is the origin and meaning of legal fictions—a question which cannot fail to suggest itself to every reflective student of law. An inquirer who only looked to the Roman Law might derive his answer from such considerations as the relations of Rome to the other Italian States; or, if he only looked to English law, he might find a solution in the relations of the ecclesiastical to the civil power. But the combined experience of the two countries teaches him that legal fictions are a stage of the expansion and formation of legal notions, through which nations whose growth in legal civilisation is indigenous are sure to pass. They are the expression of the first efforts of individuals to infuse new thoughts into the fixed framework of law, which, at a certain point of the history of a semi-barbarous people, is almost identical with the framework of society. So, too, when we reach a later epoch, we find in the subtleties of the *formulæ* and of special pleading, a gauge of the national advancement, and a key to the general position attained in legal history.

There is nothing arbitrary in law. Sooner or later, the same questions and the same difficulties must present themselves to those who build up a legal system; and, if no disturbing circumstances intervene, it is probable that these questions will be answered, and these difficulties surmounted, in the same, or nearly the same, manner. The best and the newest chapter in Dr. Abdy's volume treats of the Roman law of evidence. In its general outline, this law is exactly the same as ours. It could not be otherwise. When we hear that "the burden of proof lay on him who affirmed, not on him who denied," what we really learn is, that the Roman lawyers put the dictates of common sense into the shape of a terse and neatly turned sentence. The thing itself was a necessity. There was no choice about it. If the negative had to be proved, actions would be impossible. So, too, when we read of the distinction of presumptions into those *juris et de jure*, *juris tantum*, and *facti*, we know that, whether this distinction had been made or not, presumptions with different degrees of force must have existed. But the Roman lawyers analysed the difference, and invented appropriate technical terms for the component parts of the result of the analysis. This is one of the greatest services which they rendered to future generations of lawyers. They gave accurate names to accurate thoughts. In English law, we have to deplore the want of an accurate legal nomenclature, and there is no better way of estimating our own deficiency, and of

finding hints for its correction, than by turning to the pages of the "*Corpus Juris.*"

Dr. Abdy makes one, and only one, general reflection in his volume, and we therefore are inclined to dwell more on it than we otherwise should do. "It is," he says, "a problem somewhat difficult of solution to account for the reasons of the constant improvement of legal institutions visible in most civilised countries in the midst of revolution and war;" and he proceeds to remark, that, in Rome, in England, and in France, "that period of history which is most disfigured with war and discord is remarkable for the steady settlement of the law, and for the decided influence of its teachers." We cannot agree with Dr. Abdy that this problem is a difficult one, and find it a little hard to see that it exists. It is not every period of war and discord that is synchronous with the settlement of the law. The Code Civil of France was certainly framed while France was a young Republic fighting against Europe; but the law of France did not advance a step during the wars of the Fronde. In England the law received its new settlement after, not during, the parliamentary struggle. At Rome, the law grew steadily alike through the struggles of the Republic, and under the settled quiet of the Empire. We do not see any resemblance in the facts to warrant us in supposing that a common principle underlies them. The point is not of much consequence, but in a technical book we are naturally caught by any remark which for a moment tempts us to quit the region of technicalities.

Judicial Business Report.

EVIDENCE OF MR. EDWARD LEE ROWCLIFFE ABRIDGED.

I am a member of the firm of Gregory & Co., solicitors. I have heard the evidence of Mr. Sharpe. I certainly think that a third assize would be very useful in many places, especially in the great manufacturing and commercial towns in the north. In giving that opinion, I am speaking both of civil and criminal business. What I have said as to three assizes is founded upon this belief, that a great many claims are abandoned solely because parties have not a reasonable opportunity of trying them. That belief is founded on the fact, that, in the Borough Court of Liverpool, which sits four times a year, from 50 to 100 causes are entered for trial at each sittings. Some of them, I know, are very important actions, for infringements of patents and so forth, which, I believe, would be tried in the superior courts if facilities were given for them. I allude to the Passage Court, the court over which Mr. Edward James presides. I do not think that any arrangement for an equal division of the year would be a compensation for the want of three circuits. My strong belief is, that merchants frequently give up disputed accounts, which they would have a fair chance of recovering, simply to close their books. They say, we cannot try in a reasonable time, and, therefore, we will give the demand up and close the account. And again, that they would rather give up a disputed account than have the personal trouble and inconvenience of going a long distance, and being detained a considerable time in trying it. Whether a debt is recoverable or not, frequently depends on whether a speedy trial can be had. I agree with Mr. Sharpe, that the business of the common law courts has not fallen off, but that within the last five or six years it has increased, and is still increasing. Then, I say, that the character of the business has very much changed; that it has become less local, and more commercial; that boundary questions and watercourse questions, and so forth, very seldom arise now; and that the questions to be provided for are chiefly those arising out of mercantile transactions. That, in commercial questions, there are two things, in my opinion, necessary. The first is, that the plaintiff should be able to try at a time certain, somewhere or another, as speedily as the process of the law will allow. The other is, that in other cases, he should have a convenient place provided for him, near to him and easy of access, where he could try matters in which time is not so great an object. Then, I say, that, to provide for the first, I think that the plaintiff should have a right, if he chooses to avail himself of it, to lay his venue in London, and to keep it there, subject, of course, to a power on the part of the judge to change it if there were any special circumstances, the judge also having a discretionary power over the costs. Then, I say, that I think the sittings in London during term should be discontinued. I think they are inconvenient to judges, and certainly they are to counsel and to solicitors who are largely engaged. I do not recommend that there should be a third circuit throughout the whole of England; but only in the more populous towns. In my opinion, it is a hardship for parties in Manchester to be obliged to try their cases in Liverpool; and one reason which I give for it is this, that although I believe the Salford division of Lancaster is as populous as the Liverpool division, the Salford division only produces, I think, about one-fourth or one-fifth of the causes. I started with the statement that I think a great number of questions, far more than are tried, are abandoned or compromised, simply because merchants in large business will not leave their places of business to go from Manchester to Liverpool to try them. My house is chiefly an agency house: clients come to me, especially from the north, and they say to me, people really will not try questions if they have the trouble of leaving their places of business for some days to try them; they would rather give them up. I next suggest that I think some arrangement should be made for trying special jury causes in London between the present Easter Term and the present Trinity Term. There is now a long interval when special jury causes cannot be tried in London; practically, from the end of February until the middle of June. Then, I say, to attain the second result, a trial at the most convenient place, I think a new arrangement of the circuits imperatively called for. Lancashire, with some portion perhaps of Yorkshire, would form one circuit. I look upon the present Northern Circuit as most cumbersome and inconvenient; it is quite impracticable, it seems to me, to deal with the amount of business which there is there already. I think that Liverpool and Manchester at once require three circuits; experience would show how far the principle, once conceded, might be extended to other great towns. I do not go beyond Liverpool and Manchester, because I know more about them than I do about other towns. As regards the cause lists in London at present, they are very well arranged; but I think it should be a great object never to put more causes into the paper for each day than can be got through. In London we have daily cause lists, and the expense of a day's attendance in court, either in London or in the country, is very great—seldom less than £10; and I have known it amount to even £100 and more. Scientific witnesses require their ten guineas a day, and even more. To carry out that object, I suggest that cause lists might possibly be prepared in the country. Then I think, also, that causes in the country might perhaps be entered, as in town, some few days before the commission day. I do not know how far that would work practically; but it has just occurred to me, and I have mentioned it for what it is worth. Causes might be entered with the under-sheriff, or with some other person, so that an opinion might be formed of the business which there was to be done. Then I think it is most important that a sufficient time should be given for the assizes throughout the country. At present the judges are frequently obliged to sit from nine o'clock in the morning till seven at night, or even later; and that is certainly a greater amount of labour than I could undergo. I cannot understand how it can be done. We were engaged in a cause some years ago (*Doe* dem. *Bainbrigge* v. *Bainbrigge*) in which the judge sat till very late; I believe, eleven o'clock at night. The judges frequently sit until seven or eight o'clock at night. It is not possible that justice can be administered at a very late hour of the day, with an exhausted Court, so well as it ought to be. I think that not less than four judges should sit in banco. I think it is the most satisfactory tribunal that can be constituted, and I say, as a proof of it, that I do not think that in nine cases out of ten in which an appeal is allowed from a decision in banco there is an appeal; and where there is an appeal, I should say it is frequently invited by the Court, either to determine some new point of law, or to overrule some obsolete decision. I look upon protracted litigation as most unfortunate to all parties engaged in it, and that it is most desirable to obtain a decision of so much weight as to be final as speedily as may be. I think the business at chambers is about the most important business that a judge has to get through. I have brought together here a few of the applications which he has to dispose of: interpleader cases, garnishee orders, applications for writs of injunction and mandamus (they are now applied for at chambers), applications for writs of certiorari and prohibition, applications for orders to hold to bail and to set them aside, all of them important, besides a great number of interlocutory applications in pending actions, such as for inspection, orders for examination and cross-examination of parties, for commissions, to reform pleadings, &c., involving sometimes questions of great magnitude and nice points of law, practice, and discretion. I may say, that upon the point whether the judge thinks that a commission should issue may depend the recovery

of the debt in an action, a debt of not unfrequently £10,000, and even much more. I think that provision should be made for the regular and early daily attendance of judges at chambers. I suggest that there should be a judge at chambers every day at eleven o'clock, to sit there during the whole of the day. At present the business is very satisfactorily done, but I think more time might be devoted to it with great satisfaction to counsel and to parties. For instance, questions of pleading, to discuss them thoroughly, would require an hour, an hour and a half, or two hours, and I have suggested that they might be taken by the judge who sits in daily attendance at chambers, or, possibly, which I think would be a great advantage, they might be taken in the Bail Court in public. When the judge does not come to chambers till three, and it is necessary to obtain his fiat before a writ can be on summons issued, a writ of capias for instance, the offices closing at three in vacation, the writ cannot be issued until the next day, so the defendant may escape. I would suggest that references are now becoming very favourite modes of determining disputes, but practically they are most expensive, and it occurs to me whether certain references might not be taken by judges instead of by counsel. The references before the master answer very well, but I should say that the masters are already rather overburdened. With respect to the long vacation, I would observe, that writs are issued and judgments by default are signed in the long vacation now, only pleadings are stopped.

Births, Marriages, and Deaths.

BIRTHS.

BAYFORD—On Sept. 10, at West Brompton, the wife of J. H. Bayford, Esq., of a son.

EDWARDS—On Sept. 16, at Belsize-terrace, Belsize-park, St. John's-wood, the wife of John Edwards, Esq., Solicitor, of a son, stillborn.

FISCHER—On Sept. 14, at 15 Burton-crescent, the wife of Thomas H. Fischer, Esq., of Lincoln's-inn, of a son.

HARRIS—On Sept. 12, at 5 Sussex-place, Regent's-park, the wife of William Harris, Esq., of Lincoln's-inn, of a son.

MARRIAGES.

CRAWFORD—CHRISTIE—On Sept. 12, Mr. Bartholomew Crawford, to Elizabeth Maria Anna Christie, 2 Somers-place, Hyde-park-square, daughter of the late John Harvie Christie, Esq., Advocate, and Judge of the Court of Appeal in the Isle of Mauritius.

CROSSE—TAYLOR—On Sept. 10, at St. Peter's, Mancroft, Norwich, by the Rev. Charles H. Crosse, M.A., assisted by the Rev. Charles Turner, M.A., Thomas William, son of the late J. G. Crosse, Esq., M.D., F.R.S., to Mary Jane, eldest daughter of Adam Taylor, jun., Esq., Solicitor, Norwich.

DALTON—MOUNTFORT—On Sept. 15, at Checkley, by the Rev. William Hutchinson, Harrison Dalton, of the Middle Temple, Esq., son of the late Richard Dalton, Esq., of Candover House, Hants, to Elizabeth, younger daughter of Henry Mountfort, of Beamhurst Hall, in the county of Stafford, Esq.

FRYER—GARDINER—On Sept. 9, at the church of St. John the Baptist, Hillingdon, by the Rev. Richard Croft, M.A., vicar, Henry Fryer, of Lincoln's-inn-fields, Solicitor, to Sarah Anne, youngest daughter of Thomas Gardiner, of Pen Close, Uxbridge, Esq.

LUCY—WOOD—On Sept. 15, at Hanwell, Middlesex, by the Rev. Edward East, M.A., Henry Charles Lucy, Esq., of Wavertree, near Liverpool, to Harriet Jane, youngest daughter of the late Thomas Wood, Esq., Solicitor, of Shipston-on-Stour.

ORMOND—RAWLINS—On Sept. 10, at the Cathedral, Manchester, by the Rev. Charles Mortlock, vicar of Pennington, near Ulverstone, Lancashire, uncle of the bride, assisted by the Rev. H. M. Westmore, William Ormond, Esq., of Hazlebeach, Northamptonshire, to Frances Elizabeth, daughter of D. A. Rawlins, Esq., Solicitor, Market Harborough.

PRENTICE—FIRMIN—On Sept. 10, at the church of St. Stephen the Martyr, Avenue-road, Regent's-park, by the Rev. Henry Prentice, brother of the bridegroom, assisted by the Rev. Edward Nelson, incumbent, Samuel Prentice, Esq., of the Middle Temple, to Ann Eliza, elder daughter of Philip Venner Firmin, Esq., of Ufton House, Avenue-road.

SMITH—HUNNARD—On Aug. 12, at the Cathedral, Georgetown, Demerara, by the Rev. David Smith, M.A., brother of the bridegroom, assisted by the Rev. G. Wyatt, William Thomas F. Smith, to Emily, fifth daughter of John Hunnard, of the Inner Temple, and Lloyd-street, Pentonville, London.

YEOMAN—SCARR—On Sept. 10, at Hawes Church Wensleydale, John Yeoman, Esq., of Ruebury House, Osmotherley, Yorkshire, to Isabella, only daughter of the late James Coulton Scarr, Esq., Solicitor, Hawes.

DEATHS.

CLARK—On Sept. 11, at Hoxton, Mr. Thomas Clark, Solicitor, formerly of Brentford, and afterwards of Thavies'-inn, Holborn, aged 76.

HEARN—On Sept. 11, at Ryde, Isle of Wight, aged 32, Thomas Bayley Hearn, Esq., Solicitor, son of the late William Hearn, Esq., of Newport, Isle of Wight.

RAIKES—Killed, on June 1, in the outbreak at Bareilly, George Davy Raikes, Assistant Judge of that place, and eldest son of the late George Raikes, Esq.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

COOKE, WALKER, Gent., Dover-st., Piccadilly, and JOHN HENRY GODWIN, Paperstainer, Park-pl., Little Chelsea, £119 : 14 : 7 Consols.—Claimed by JOHN HENRY GODWIN, the survivor.

FOX, Right Hon. HENRY RICHARD VASSALL, Lord HOLLAND, deceased, £720 : 19 : 4 New 3 per Cents.—Claimed by Right Hon. Lord JOHN RUSSELL and WILLIAM ADAM LOCH, Esq., surviving executors of the Right Hon. ELIZABETH VASSALL, Baroness Dowager HOLLAND, deceased, who was the sole executrix.

GILBERT, Rev. THOMAS, deceased, THOMAS JONES, Esq., deceased, GEORGE COPE, Gent., deceased, and CHRISTOPHER BUCKMASTER, Baker, deceased, all of Little Gaddesden, Herts, £91 : 17 : 2 Consols.—Claimed by WILLIAM HAMMOND, sole executor of the Rev. THOMAS GILBERT.

JOHNSON, JOHN, Walbury, near Sawbridgeworth, Herts, £335 : 10 New £2 : 10 per Cents.—Claimed by Rev. PHILIP JOHNSON, Clerk, the surviving acting executor.

KNAPP, Rev. HENRY, Swaton, Lincolnshire, CHARLES KNAPP, Esq., Inner Temple, LOUISA MARY KENYON, Widow, Torquay, Devon, and HENRY WILLIAM PUTT MARKER, Esq., Diggleabeare, Devon, £251 : 15 : 4 Consols.—Claimed by HENRY KNAPP, CHARLES KNAPP, and LOUISA MARY KENYON, the survivors.

PANTIN, MICHAEL, Rev. GEORGE EVANS, and HANNAH COTTERELL EVANS, Spinster, all of Mile-end-rd., £ 5 New 3 per Cents.—Claimed by HANNAH COTTERELL EVANS, the survivor.

PARKINS, WILLIAM, Esq., Margaret-st., Blackslough, Herts, and LOUISA PARKINS, his wife, £99 : 2 : 4 Consols.—Claimed by WILLIAM PARKINS and LOUISA PARKINS.

ROGERS, JOHN, Merchant, Wavertree, near Liverpool, deceased, MOSES JOYNSON, Esq., of the same place, deceased, and THOMAS HOPKINSON, Esq., Cowley-grove, Uxbridge, deceased, £3,632 : 1 New 3 per Cents.—Claimed by WILLIAM COOK, ISAAC FLETCHER, and RICHARD PROCTOR, the persons named in the order In re Gresham's Settlement.

SMITHER, JOHN, Gent., Well-st., Wellclose-sq., £50 Consols.—Claimed by JOHN SMITHER.

SOUTHWOOD, WILLIAM, Grocer, Windmill-st., Tottenham-ct.-rd., and FREDERICK ALEXANDER ANDREW MAILLARD, Gent., Gt. Dover-st., Surrey, £20 New 3 per Cents.—Claimed by WILLIAM SOUTHWOOD and FREDERICK ALEXANDER ANDREW MAILLARD.

WILD, ANN, Widow, Fareham, Hants, £8 8 : 2 : 11 New 3 per Cents.—Claimed by WILLIAM FULLFORD, the surviving executor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

BROWN, JANE (born about 1785, and recently dead), Spinster, who went abroad with a family of distinction in 1812.—Next of kin to communicate with Mr. J. R. Cross, 9 New-sq., Cambridge.

TANNER, WILLIAM, Shopkeeper, late of Springfield, Essex, deceased, and MRS. SARAH TANNER, his wife (formerly SARAH WHIPPS), and now also deceased.—Their brothers and sisters, or nephews and nieces, who have not already sent in their claims under the wills of the said WILLIAM TANNER and SARAH TANNER, to apply, with evidence of their relationship, to Mr. Robert Brewster, Solicitor, Surrey Villa, St. Mary's-cross, Lambeth, London, S., within fourteen days from Sept. 17, after which the executors will divide the residuary estates among the legatees who shall have established their relationship.

Money Market.

CITY, FRIDAY EVENING.

The grave character of the intelligence received this week from India has had less effect on our public funds than would naturally be expected. During Monday, Tuesday, and Wednesday there was great dullness, and the price of securities receded in a small degree. Yesterday and to day have been productive of greater fluctuation. Speculators for a fall find their views assisted by the stringency of the continental money markets. The closing price of consols is 90 to 90⅛ for money being ¼ per Cent. below this day week.

The half-yearly meeting of the Bank of England was held yesterday. A dividend was declared of 5½ per Cent. for the half-year. The rate for discount and advances remains unchanged—namely, 5½ per Cent.

From the Bank of England return for the week ending the 12th September, 1857, which we give below, it appears that the amount of notes in circulation is £18,872,825, being a decrease of £374,015; and the stock of bullion in both departments is £11,218,461, showing a decrease of £272,852, when compared with the previous return. The supply of money continues sufficient for the demand, there being very small requirements for speculation.

The directors of the Red Sea Telegraph announce that, under existing circumstances, their line cannot be carried out on the terms previously proposed, and suggest a guarantee from the East India Company, and the Government.

An important change in regard to the management of Exchequer Bills, and the payment of interest thereon is recommended by the committee of the House of Commons to whom it was referred to consider the best mode of arranging such payment and management. The present practice is to call in Exchequer Bills annually, and to pay off or renew the same. The committee propose that the annual renewal of these bills be discontinued; the bills to run on from year to year with the consent of the holders until called in for renewal; that the rate of interest be advertised annually, and that the bills be issued with coupons for the annual interest.

Great satisfaction is felt by the manufacturers of Lancashir

and the adjoining counties, and by others interested in the navigation of the Mersey and in exporting and importing produce through the port of Liverpool, at the act of the last session for the settlement of the town dues of Liverpool levied on that navigation. These dues amounted in 1836 to rather less than £60,000. In 1846 they amounted to more than £85,000, and in 1856 to about £150,000. It is settled by the act referred to, that payment of town dues to the credit of the borough fund of Liverpool, and their application in defraying the local expenses of the borough of Liverpool, shall cease.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	...	...	...	218	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	90⅛ ⅜	90⅛ ⅜	90⅛ ⅜	90⅛ ⅜	90⅛ ⅜	90⅛
New 3 per Cent. Ann.	...	...	...	...	...	...
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	...	...	...
India Stock	...	213	...	210	210	...
India Bonds (£1,000)	...	...	...	...	...	...
Do. (under £1,000)	...	...	...	22s. dis.	22s. dis.	...
Exch. Bills (£1,000) Mar.	...	...	3s. dis	...	7s. dis.	4s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar	7s. dis.	...	...	...	3s. dis.	4s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	6s. dis.	4s. dis	2s. dis.	6s. dis.	3s. dis.	3s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	98½	...	98⅝	98⅝	...
Exch. Bonds, 1859, 3½ per Cent.	...	98½	...	...	98¾ ½	98¾

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur	Fri.
Bristol and Exeter	...	86	...	...	...	...
Caledonian	82⅝ 3½	84	84½ 3½	82⅝ x d	84½ x d	84 x d
Chester and Holyhead	34	34 3½ 4	...	33 4	33½	34
East Anglian	20½	20⅝ ½	...	...	20½	...
Eastern Union A stock	...	11½ ⅝	...	...	...	...
East Lancashire	...	97	...	...	...	93 x d
Edinburgh and Glasgow	...	62½	...	...	...	...
Edin., Perth, & Dundee	32½ ½	32½ ⅝	32½ 1⅞	31½ ½	31½ ⅝ ¾	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	96½	96	96½	...	...	...
Gt. South & West. (Ire.)	100	...	...	...	...	...
Great Western	55½ x d	55½ ½ ¼	54⅞ ⅝ 5	54½ ⅝ ¾	54½ ½	54½ ¼
Lancashire & Yorkshire	100½	100½	...	97¼ x d	97 x d	96¼ x d
Lon., Brighton, & S. Coast	105	...	104¼ 4	104	...	104
London & North Western	100 x d	99⅝ 100	99½ ¾ ½	99½ ½	99½ 8⅞	98¾ ⅝
London and S. Western	92 1⅝	92½ 1⅞	92	92½ 2	91⅝ 2	92 1⅝
Man., Shef., and Lincoln	41⅜	42 1⅝	41⅜ 40⅝	40⅞ 1	41⅜ ½	41
Midland	81½ x d	82 1⅝ 2	81⅝ ½	81¼ ⅞ ⅛	81⅜ ¼	80⅝ 1
Norfolk	63⅜ x d	...	...	62	...	...
North British	50 49⅜	49⅛ 50	30⅝	50½ ⅛	50⅜ ⅜	50⅞
North Eastern (Berwick)	93½ x d	92⅝	93⅜ ⅛	93¼ ⅜	93½	92⅝ ½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	...	...	32½	...	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	25½	...	25	...	...	...
Shropshire Union	49½	49	...	...	...	...
South-Eastern	68½ x d	...	68½	67½	...	...
South-Wales	84 x d	...	...	...	84⅜	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 12TH DAY OF SEPTEMBER, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,067,200	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,592,200
		Silver Bullion	...
	£25,067,200		£25,067,200

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,653
Rest	3,903,222	Other Securities	18,661,052
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	7,658,178	Notes	6,194,375
Other Deposits	9,180,187	Gold and Silver Coin	626,261
Seven day & other Bills	783,454		
	£36,078,341		£36,078,341

Dated the 17th day of Sept., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

PERPETUAL COMMISSIONER FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

FRIDAY, *Sept.* 18, 1857.

WORSLEY, CHARLES RUDSDELL, Gent., Gainsborough, Lincolnshire; for the Parts of Lindsey, in the county of Lincoln.—*Aug.* 17.

Bankrupts.

TUESDAY, *Sept.* 15, 1857.

CHANDLER, JAMES, sen., Brewer, Epsom; carrying on business with his son James Chandler, jun. *Pet.* Aug. 13. Sept. 25, at 1, and Oct. 29, at 12.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Smith, Stenning, & Croft, 3 Basinghall-st.

DEACON, WILLIAM EDWIN, Linendraper, 114 High-st., Gosport, Hants. *Pet.* Sept. 12. Sept. 25 and Oct. 30, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Low, 65 Chancery-la.

DEAN, THOMAS, Scrivener, formerly of Staple's-inn, Holborn; afterwards of St. Swithin's-la.; and now of Barnes, Surrey, and 7 King's Bench-walk, Temple. *Pet.* Sept 8. Sept. 24 and Nov. 3, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Roy & Cartwright, 4 Lothbury.

FRANCIS, THOMAS, Builder, 11 Lamb-pl., Kingsland-rd. *Pet.* Sept. 15. Sept. 24, at 12, and Oct. 30, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Jones, 20 King's Arms-yd., Coleman-st.

MELROSE, JAMES, & THOMAS EDWARD HUSSEY, Boiler and Chain-cable Makers, 78 Hatton-garden, Middlesex, and Phœnix Works, Tividale, near Dudley, Staffordshire. *Pet. for Arrgmt.* Aug. 6. Sept. 25, at 2, and Oct. 29, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Crosley & Burn, 34 Lombard-st.

NASH, ABRAHAM, Builder, 18 Everett-st., Brunswick-sq. *Pet.* Sept. 14. Sept. 25, at 1, and Oct. 30, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Bolding & Simpson, 35 Gracechurch-st.

SPENCER, JOSEPH BLAKEY, Joiner, Halifax. *Pet.* Sept. 14. Oct. 1 and 23, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Wavell, Philbrick, & Foster, Halifax.

VINCENT, GEORGE, Beer-house-keeper and Blacksmith, Mistley, Essex. *Pet.* Sept. 7. Sept. 25, at 12, and Oct. 30, at 1.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Jones, Colchester.

WYLD, JOHN HORTON (Wyld & Sons), Wine and Spirit Merchant and Rectifying Distiller, 83 Redcliff-st., Bristol. *Pet.* Sept. 11. Sept. 28 and Nov. 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Taddy, Bristol.

FRIDAY, *Sept.* 18, 1857.

BEAVEN, GEORGE, Cordwainer, Chippenham, Wilts. *Pet.* Sept. 15. Sept. 29 and Nov. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sol.* Salmon, Bristol

BROWN, CHARLES, Boot, Shoe, and Leather Dealer, 26 Edgbaston-st., Birmingham. *Pet.* Sept. 16. Sept. 28 and Oct. 19, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sol.* Collis, 38 Bennett's-hill, Birmingham.

DUTTON, DANIEL, Grocer, Liverpool. *Pet.* Sept. 8. Oct. 1 and 22, at 11 Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Evans & Son, Liverpool.

FREAR, THOMAS, Draper, Deansgate, Manchester. *Pet.* Sept. 12. Sept. 28 and Oct. 23, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Lawrence, Smith, & Fawdon, 12 Bread-st., Cheapside; or Sale, Worthington, & Shipman, Manchester.

GRATWICK, THOMAS, Cheesemonger, Camberwell-green, and late of 216 High-st., Southwark. *Pet.* Sept. 10. Sept. 30, at 12, and Nov. 4, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Peckham, Serjeants'-inn, Fleet-st.

HARTHILL, ALEXANDER, & JOHN M'KEAN, Woollen Merchants, Huddersfield, Yorkshire. *Pet.* Sept. 9. Oct. 2, and 23, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Sykes, Huddersfield; or Cariss & Cudworth, Leeds.

LLOYD, JOHN, Cattle Salesman, Bryn Salwrn, Llandderfel, Merionethshire. *Pet.* Sept. 14. Oct. 1, and 22, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Evans & Son, Liverpool.

M'CARTNEY, JAMES, Provision Merchant, South Shields, Durham. *Pet.* Sept. 15. Oct. 2, and Nov. 11, 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Sudlow & Co., 38 Bedford-row, London; or Hodge & Harle, Newcastle-upon-Tyne.

NEWMAN, JAMES, Bookseller, Long Sutton, Lincolnshire. *Pet.* Sept. 15. Sept. 29, and Oct. 27, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol* Coope, Nottingham.

WEBSTER, WILLIAM HUCKS, Corn Merchant, Chipping Ongar, Essex. *Pet.* Sept. 14. Sept. 30, at 1, and Nov. 4, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Duffield, 6 King William-st., City, and Chelmsford, Essex.

WELCH, CHARLES, Innkeeper, Wells, Somersetshire. *Pet.* Sept. 14. Sept. 29 and Nov. 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Robins, Wells.

WHEELER, THOMAS, jun., Miller, Poston Mill, Vowchurch, Herefordshire. *Pet.* Sept. 17. Oct. 1 and 22, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Pritchard, Hereford; Suckling, Birmingham.

BANKRUPTCY ANNULLED.

FRIDAY, *Sept.* 18, 1857.

HARRISON, THOMAS, Coal and Timber Merchant, Harrietsham and Maidstone, Kent. Sept. 15.

MEETINGS.

TUESDAY, *Sept.* 15, 1857.

ALDRIDGE, JAMES WILSHER, Corn Merchant, Witham, Essex. Oct. 6, at 12.30; Basinghall-st. *Com.* Holroyd. *Dir.*

BERRY, RICHARD, Innkeeper, Ormskirk, Lancashire. Oct. 8, at 11; Liverpool. *Com.* Stevenson. *Dir.*

BRAMOLEY, JAMES, Cotton Manufacturer, Bank Mill, Holcomb Brook, near Bury, Lancashire. Oct. 8, at 12; Manchester. *Com.* Skirrow. *Dir.*

CROSTHWAITE, JOHN, Merchant, Liverpool. Oct. 13, at 11; District Court, South John-st., Liverpool. To determine as to the expediency of appointing another agent of the estate in the district of Berbice *vice* Buic, resigned; and as to other matters relating to the estate in Berbice.

ELLIS, ALFRED, Wine Merchant, Wimborne, Dorset. Oct. 6, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

GRIFFITHS, THOMAS HENRY, Coal-dealer, Lowesmoor, Worcestershire. Oct. 8, at 11.30; Birmingham. *Com.* Balguy. *Dir.*

HEATHFIELD, WILLIAM EAMES, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. Oct. 6, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

JOHNSTON, WILLIAM, Currier, Lower Church-st., Whitehaven, Cumberland. Oct. 7, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Dir.*

M'KAY, THOMAS CUTHBERT, & JOHN M'KAY, jun., Hosiers, Newcastle-upon-Tyne. Oct. 9, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Dir.*

STUART, HENRY, & RICHARD KENNETT, Tailors, 17 Cork-st., Burlington-gdns. Oct. 6, at 12; Basinghall-st. *Com.* Holroyd. *Dir.* joint est.; and *Final Dir.* sep. est. H. Stuart.

SYMES, EDWARD BARNARD, & REUBEN RAPER, Electro-platers, 422 Strand. Oct. 6, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

FRIDAY, *Sept.* 18, 1857.

ADAMS, ROBERT, Merchant, Liverpool. Oct. 15, at 11; Liverpool. *Com.* Stevenson. *Dir.*

BATEMAN, JAMES, Agent and Broker, Southampton-bldgs. Oct. 13, at 12; Basinghall-st. *Com.* Holroyd. *Fur. Dir.*

DANCE, JOHN, & HENRY WANE, Grocers, Fairford, Gloucestershire. Oct. 15, at 11; Bristol. *Com.* Hill. *Dir.* joint est.; and sep. est. of J. Dance.

HOLDEN, ARTHUR, Paper Manufacturer, Heap Brow, and Heap Bridge, Bury, Lancashire. Oct. 9, at 12; Manchester. *Com.* Skirrow. *Dir.*

SADGROVE, WILLIAM, junr., & RICHARD RAGG, Cabinet Makers, Eldon-st., Finsbury, and Dunning's-alley., Bishopsgate-st. Oct. 10, at 12; Basinghall-st. *Com.*, Holroyd. *Dir.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Sept.* 15, 1857.

BLECH, JOSEPH EDWARD, Merchant, Liverpool. Nov. 3, at 11; Commercial-bldgs., Leeds.

HIRST, GEORGE MILNES, GEORGE HIRST, & WILLIAM FREDERICK WILMAN, Manufacturers, Batley, Yorkshire. Nov. 3, at 11; Commercial-bldgs., Leeds.

WHARTON, RALPH, Machine Maker, Nottingham. Oct. 27, at 10.30; Shire-hall, Nottingham.

WHARTON, SAMUEL, Ironfounder, Nottingham, lately of Chesterfield. Oct. 27, at 10.30; Shire-hall, Nottingham.

FRIDAY, *Sept.* 18, 1857.

BAINBRIDGE, WILLIAM, and JOSEPH JAMES DALE (otherwise Joseph James Dele, otherwise Joseph James Dell), Shoe Manufacturers, 183 Southwark-bridge-rd.; on application of J. J. Dell. Oct. 9, at 11; Basinghall-st.

BOOTH, GEORGE ROBINS, Engineer, 9 Portland-pl., Wandsworth-rd. Oct. 9, at 12.30; Basinghall-st.

CHRISMAS, TILDEN, Coal Merchant, Chatham, Sheerness. Oct. 14, at 11; Basinghall-st.

M'KAY, THOMAS CUTHBERT, & JOHN M'KAY, jun., Hosiers, Newcastle-upon-Tyne. Oct. 9, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

REYNOLDS, WILLIAM, Draper, Pontypridd, Glamorganshire. Nov. 3, at 11; Bristol.

SINGER, DAVID ARTHUR, Tailor, 307 Oxford-st. Nov. 9, at 1.30; Basinghall-st.

THOMPSON, EDWIN, Innkeeper, Lydbrook, Gloucestershire. Oct. 23, at 11; Bristol.

WINNING, WILLIAM, Smallware Manufacturer, Wirksworth, Derbyshire. Oct. 13, at 10.30; Shire-hall, Nottingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Sept.* 15, 1857.

DALTON, THOMAS, Rope Manufacturer, Darlington. Sept. 11; having been suspended from Feb. 28 for four months.

HUGHES, ENOCH, & WILLIAM ADAMS, Ironfounders, Princes-end, Sedgley, Staffordshire. Sept. 11, 2nd class.

TURNER, JAMES, Oil and Grease Merchant, Newcastle-upon-Tyne. Sept. 11, 3rd class; subject to suspension until June 11, 1858.

FRIDAY, *Sept* 18, 1857.

BARBER, JOHN, Miller, Canal-st, and John-st., Derby, and Stanley, Derbyshire. Sept. 15, 3rd class.

BENNETT, THOMAS. Iron and Coal Master, Oldbury, Worcestershire, and West Bromwich, Staffordshire. Sept. 11, 2nd class.

COOK, JAMES, Boarding-house-keeper, late of 78½ Queen-st., Cheapside, now of Peckham. Sept. 9, 2nd class.

CROWTHER, EDWARD, Merchant, Manchester. Sept. 11, 3rd class; after a suspension of three calendar months.

DOWNES, WILLIAM, Smith, 96 Great Dover-st., Newington. Sept. 10, 2nd class.

EASTON, JOHN, Builder and Timber Merchant, 20 Clapham-rd.-pl. Sept. 11, 3rd class.

FLUX, WILLIAM HENRY, Grocer, Heston, Middlesex. Sept. 10, 1st class.

HANBURY, JONATHAN, Grocer, Matfield-green, Brenchley, Kent. Sept. 9, 2nd class.

HILL, ELIZABETH, Coachbuilder, Little Moorfields. Sept. 10, 2nd class.

M'NAUGHT, ROBERT, Linendraper, Bushey Heath, Herts. Sept. 10, 2nd class.

MARRIOTT, THOMAS, Tailor, Nottingham. Sept. 15, 3rd class; after a suspension of six months.

OWEN, JOHN, & WILLIAM HENRY BOON, Silversmiths, Birmingham. Sept. 11, 3rd class; after a suspension of eighteen months.

PAINE, ALEXANDER, Innkeeper, Croydon. Sept. 10, 2nd class; after a suspension of twelve months.

PRINGLE, JOHN, JOHN THURMAN, & WILLIAM PALMER, Lace Manufacturers, Nottingham. Sept. 15, 2nd class, to J. Pringle & W. Palmer.

SANSBURY, THOMAS STOYLES, Dealer in Hemp, 24 Mark-la. and Seething-lane. Sept. 10, 2nd class.

STONARD, SAMUEL, & LOUIS JOSEPH STONARD, Oilmen, 146 and 139 Shoreditch, and 179 High-st., Hoxton. Sept. 5, 2nd class.

STRANGE, EDWARD, Draper, Swindon, Wilts. Sept. 15, 2nd class.

TURNER, WILLIAM, & THOMAS MASON, Cottonspinners, New Mills, Ashbourne, Derbyshire. Sept. 15, 2nd class, to W. Turner.

TYERS, WILLIAM, Joiner and Builder, Nottingham. Sept. 15, 2nd class.

WALTON, GRANVILLE SCOTT, Factor and Ironmonger, Wolverhampton, Staffordshire. Sept. 11, 2nd class.

Professional Partnerships Dissolved.

TUESDAY, *Sept.* 15, 1857.

CORNER, GEORGE RICHARD, & CHARLES CALVERT CORNER, Attorneys and Solicitors, 19 Tooley-st., Southwark; by mutual consent. Sept. 10.

LEE, THOMAS, & THOMAS ALDER LEE, Attorneys-at-Law, Solicitors, and Conveyancers, Witney, Oxfordshire; by mutual consent. Debts received and paid by T. A. Lee. Aug. 25.

Assignments for Benefit of Creditors.

TUESDAY, *Sept.* 15, 1857.

ADAMS, JAMES CHARLES, Ironmonger, 9 Catherine-pl., Blackheath-rd., Kent. Aug. 15. *Trustees*, G. Winter, Iron Merchant, Bankside, Southwark; B. Perkins, Tin and Ironware Merchant, Bell-ct., Cannon-st. *Sols.* Lindsay & Mason, 84 Basinghall-st.

BLACKWELL, WILLIAM, Draper, Leicester. Sept. 8. *Trustees*, W. Neale, Builder, Leicester; W. Baines, Ironmonger, Leicester. *Sol.* Stevenson, Leicester.

FEATHERSTONE, ROBERT, Draper and Tailor, Middlesbrough-upon-Tees, Yorkshire. Aug. 19. *Trustees*, J Smith, Linen and Woollen Draper, Newcastle-upon-Tyne; J. Mellor, Cloth Merchant, Huddersfield. Indenture lies at office of R. Gill, Accountant, Middlesbrough-on-Tees.

TERRY, CHARLES, & RICHARD TURNER TERRY, Tailors, 18 Well-st., London Docks. Sept. 11. *Trustees*, J. Parker, Warehouseman, 11 and 12 Goldsmith-st., Cheapside; G. Rourke, Warehouseman, 8 Gresham-st. West Creditors to execute within six months.

THOMAS, THOMAS, Ironmonger, 36 Duke-st., and 41 Montpelier-st., Brighton. Aug. 17. *Trustee*, J. Francies, Manager of the British Provident Assurance Company, 115 Queen's-rd., Brighton. *Sol.* Runnacles, 77 Ship-st., Brighton.

WILLIAMS, WILLIAM, Builder, Beresford-st., Woolwich. Aug. 17. *Trustees*, W. E. Dawson, Brick Manufacturer, Plumstead-common, Kent; H. E. Wardle, Timber Merchant, Woolwich. *Sol.* Pearce, 12 Rectory-pl., Woolwich.

FRIDAY, *Sept.* 18, 1857.

BUCKLEY, SAMUEL, Auctioneer, Bury, Lancashire. Sept. 8. *Trustees*, J. Shaw, Draper, Bury; J. Pollitt, Brewer, Radcliffe, Lancashire. *Sol.* Harper, Broad-st., Bury.

COOKE, RICHARD, Grocer, Gateshead, Durham. Sept. 11. *Trustees*, T. Wilkin, Corn Merchant, Newcastle-upon-Tyne; I. Hetherington, Cheese Factor, of same place. *Sol.* Story, 16 Market-st., Newcastle-upon-Tyne.

CROSFIELD, AARON, Wholesale Grocer, Bristol. Sept. 8. *Trustees* J. Shute, Wholesale Grocer; H. Prichard, Oil Merchant; both of Bristol. *Sol.* Prichard, 12 Corn-st., Bristol.

FARDON, HENRY FOWLER, Soap Manufacturer, Stoke Works, Worcester. Sept. 15. *Trustees*, H. Harford, G. O. Edwards, and W. G. Coles, Bankers, Bristol. *Sol.* Fussell, 12 Corn-st., Bristol.

Winding-up of Joint Stock Companies.

TUESDAY, *Sept.* 15, 1857.

LONDON AND WEST OF IRELAND FISHING AND FISH MANURE COMPANY (Limited).—A petition for winding up this Company was, on Sept. 14, presented to the Court of Bankruptcy in London, and will be heard by Mr. Com. Fonblanque on Sept. 25, at 11.

FRIDAY, *Sep.* 18, 1857.

WELSH POTOSI LEAD AND COPPER MINING COMPANY (Limited).—Mr. Com. Fane peremptorily orders a call of £1 per share to be made on all the contributories of this Company in schedule A., except those numbered respectively 15, 26, 36, 37, 38, and 51, and to be paid, on Oct. 5, to the Official Liquidator, 2 Basinghall-st.

Scotch Sequestrations.

TUESDAY, *Sept.* 15, 1857.

BUCHAN, JOHN, Accountant, Glasgow. Sept. 19, at 12, Tontine Hotel, Glasgow. *Seq.* Sept. 11.

CLIMIE, ANDREW, Lochwinnoch. Sept. 17, at 1, Rose and Thistle Hotel, County-pl., Paisley. *Seq.* Sept. 2.

FRANKENBERG, MORITZ (Frankenberg Bros.), Fancy Leather Worker, Glasgow. Sept. 22, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 11.

GREIG, ALEXANDER, Net Manufacturer, Dundee. Sept. 25, at 1, British Hotel, Dundee. *Seq.* Sept. 12.

HUTCHISON, JOHN, Contractor and Flesher, Campbeltown, Ardersier, and Fort George. Sept. 23, at 3, Station Hotel, Academy-st., Inverness. *Seq.* Sept. 9.

LANDELLS, ANDREW, Draper, Airdrie. Sept. 22, at 3; Royal Hotel, Airdrie. *Seq.* Sept. 10.

M'KAY, CHARLES, lately Spirit Merchant, now Lodging-house-keeper, Edinburgh. Sept. 22, at 2, Kennedy's Ship Hotel, East Register-st., Edinburgh. *Seq.* Sept. 10.

MACKIE, DAVID, Plumber, St. Andrews. Sept. 18, at 2, Hastie's Cross Keys Hotel, St. Andrews, Fife. *Seq.* Sept. 11.

MURDOCH, JAMES (Murdoch & Co., and Murdoch & Clement), Valuator and Commission Agent, Glasgow. Sept. 24, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 11.

FRIDAY, *Sept.* 18, 1857.

CRAIG, WILLIAM, Engineer, who resided at Kirton, Neilston, Renfrewshire, and Glasgow, deceased. Sept. 28, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Sept. 15.

EADIE, WILLIAM, Shipbroker, Dundee. Sept. 26, at 12, Royal Hotel, Dundee. *Seq.* Sept. 16.

PATERSON, GEORGE, Farmer, Boghead, Kirkintilloch, Dumbarton. Sept. 25, at 2 Elephant Arms Hotel, Dumbarton. *Seq.* Sept. 15.

ROWAN, JOHN MARTIN (Rowan & Co.), Engineer, Glasgow. Sept. 28, at 1, Queen's Hotel, George-sq., Glasgow. *Seq.* Sept. 15.

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THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 26, 1857.

THE WIDENING OF PROFESSIONAL EDUCATION.

When any discussion is held as to the relative positions of the two branches of the legal profession, it is usual to look to the lowest ground on which they meet. The provincial barrister is very much like the provincial solicitor. Their work is substantially the same. The education they need is not very different. The solicitor feels quite equal to addressing magistrates at the quarter sessions; the barrister feels that he would be very glad to confer directly with his clients if he could but fill his purse in the process. There is nothing, or scarcely anything, to prevent an immediate amalgamation of the two branches if we look at the point where they meet most closely. But it is different when we turn to the higher walks of the profession. The Bar not only enjoys a traditional *prestige*, and is supported in its claims to superiority by all those who have the practical guidance of legislation and the bestowal of offices of emolument and dignity, but it can fall back on a plea which common sense tells every indifferent person is well worth considering. For the interests of the community at large, there should be, it may be urged, a body of lawyers who receive a high legal education, who are conversant with the theory of legal science, who are saved from the routine of mechanical drudgery in order to have leisure to entertain the higher and larger points of law, and to keep up the level of English jurisprudence. English society has but recognised a distinction which can only be disregarded at the peril of degrading the whole system of our law. There is much truth in this, but obviously the distinction rests upon the assumption that it is possible to discriminate, roughly perhaps, but sufficiently, between the provinces of the practical and the scientific lawyer. Hitherto it may have been possible, but we think that there is a cause at work which is rapidly undermining this distinction. It is a cause operating silently, almost imperceptibly, but incessantly, and certain, sooner or later, to produce a great change. We do not venture to predict the shape which this change will assume, but that a change is inevitable we consider obvious to any one who will look at the matter calmly and dispassionately.

The cause to which we allude is the widening of professional education. This one session of Parliament has introduced two great branches of the law into the necessary scope of the education of a solicitor. A solicitor will not like to be ignorant of the law of domicil when his clients may call on him to aid them in proving a will made abroad; and if there is one subject more than another in which the advice of a confidential solicitor will be sought, it will be in the delicate and difficult emergencies of matrimonial disputes. But a moment's reflection will show us how far a knowledge of the law of domicil and of marriage will lead a lawyer. He is taken at once into the region of higher jurisprudence; he has to make himself acquainted with the maxims of the civil law, and with the niceties of the conflict of legal systems. Nor will education necessarily be widened merely because specific fields of study are added. The whole treatment of legal subjects will, in time, be influenced by the study of theoretical jurisprudence, which is every year becoming more common. Text-books will be written in a different way, with more of independent analysis, and a more constant reference to the principles which ought to be common to every code. At every turn, a person who is striving to obtain a good education as a solicitor will find himself impelled to go beyond technical law. He will desire to go to the same fountains from which those who wrote for him derived their inspiration. While English law was an isolated system, a mass of technicalities, justified only by tradition, and appealing more to the memory than the reason, it was, perhaps, desirable that the few superior men who, in each generation, with more or less of conscious effort, were aiming at the improvement and readjustment of the body of the law, should have been left to occupy a peculiar position of importance and dignity, and that the avenues to the higher dignities of the profession should have been jealously guarded. But in proportion as law is improved, made more simple, more coherent, and more scientific, those who receive any education at all above the very lowest must approach law from its scientific side in order to comprehend the general direction in which the legislation of their day is tending, and to master the questions that may practically be submitted to them.

If, then, the higher education of both branches of the profession must inevitably be, in process of time, almost the same, and no solicitor who aims at eminence in his own calling will venture, during the period of his early studies, to neglect the wider field of jurisprudence which lies in the background of positive law, the question will arise, how this education can best be obtained? Every point of this kind must in the long run be referred to the one test of what promises the greatest benefit to the community at large. Now, if we remove ourselves from the arena of professional jealousy, we must pronounce at once that it is for the obvious advantage of the public that every body of men who are to receive a scientific education should receive it in the best possible way, and from the best possible teachers. It is a great source of danger that a superficial smattering of any science like that of law should be encouraged. The legal education of the solicitor in civil law, in the conflict of laws, and in theoretical jurisprudence, to be valuable at all, must be as good as that received by a barrister. In high education everything must be first-rate, or it is valueless. It is possible only to go a short way in the particular subjects, but so far as the subjects are studied at all, they must be studied in the best manner, and with the greatest advantages and aids. Whatever difference may afterwards divide them, the two branches of the profession ought, therefore, to start with exactly the same groundwork of their legal education. And expediency and good sense point out that, so far at least, they ought to receive their education in common. The body that should watch over this education should be the best and highest possible—the teachers the ablest that can be found. Division would be useless, and worse than useless. The Legal University—the institution of which cannot long be delayed—must comprise solicitors as well as barristers among its students.

So far is plain. Professional education must be widened, and it must, up to a certain point, be bestowed on the two branches of the profession in common.

What the ulterior consequences of this educational union may be we do not pretend to anticipate. It may lead to some kind of general amalgamation; but we know that, in England, changes of this sort—altering the habits and modifying the traditions of the upper classes of society—are made very slowly. There need be no apprehension lest any of the advantages of the existing system should be rashly sacrificed. There will be plenty of discussions, and arguments, and delays, and compromises, before the relations of solicitors and barristers are finally settled. But the widening of professional education is not a thing to be argued about and arranged—it belongs, not to the future only, but to the present: it is a necessity and a fact.

NEW LAW COURTS.

Assuming that the dispersion of the various law courts and offices is a great evil, and that the existing accommodation is inadequate, we shall now proceed to state the details of the plan proposed for concentration, and to show how the money may be obtained for carrying it into effect.

We believe that there are not now many persons who contend for Westminster in opposition to a site which would be far more convenient for the great majority of the bar, for nearly all solicitors, and for the larger portion of litigants, jurymen, and witnesses. With some minds, no doubt, the venerable associations connected with the Royal Palace of Westminster are held to be of paramount importance. It has been urged that not only is the body of the barrister strengthened by his daily walk to the ancient Hall, but his soul also is filled with lofty aspirations, and his mental energies are braced for forensic conflicts by the memories which that hoary pile suggests. We have, however, the authority of Mr. Justice Erle for the opinion that these considerations do not operate on more than a very few of the aspirants for business at the outer bar; and further, that if there be any youthful advocate who cherishes historical associations, the best advice his friends can give him is to dismiss them altogether from his thoughts. "Professional exertion," says that learned judge, "is wholly unconnected with antiquarian interest;" and the claim of our ancestors to guide us in the decision of this question was even more effectually disposed of by the late Vice-Chancellor Shadwell, who observed that, if we have felt an inconvenience for any considerable length of time, that is in itself a reason for getting rid of it with the smallest possible delay. To these reflections it is to be added that Sir Charles Barry has declared himself unable to allot a single square foot of additional space to the law courts at Westminster, and he strongly desires to dispossess them of that which they now occupy. And further, we understand that, in order to bring these buildings into some sort of harmony with the new Houses of Parliament, it is proposed to increase their external elevation by a sham façade, the effect of which would be that the lantern lights of the courts would be placed in a sort of well, formed on three sides by the heightened walls, and on the fourth by the Abbey roof—an aggravation of existing inconveniences which we think the most enthusiastic votary of tradition would pronounce intolerable.

Quitting, then, with or without regret, their ancient home, the lawyers must turn their faces eastward, and seek a more eligible abode. If they were guided entirely by architects, we believe there would be little hesitation in fixing upon Lincoln's-inn-fields as the site of the proposed courts. Now we do not doubt that, allowing an unlimited command of time and money to the designer, a very imposing edifice might be erected in the centre of the largest square in London. It may, however, be as well to bear in mind that the construction of a convenient court is a problem of considerable difficulty, and that its solution is not likely to be advanced by attempting it under a supposed necessity of contributing to the architectural embellishment of the metropolis. We may add that the fund which we consider fairly applicable to the erection of convenient courts and offices could not, with the same propriety, be expended in a competition, more or less successful, with the magnificence of continental capitals. It is far from our intention to assert that the proposed new courts are not to be made as handsome as a due regard to economy will permit. All we contend for is, that the convenience of lawyers and suitors should be first considered, and not treated as a mere subordinate portion of the design, which is by no means to be permitted to fetter the artist's genius.

But there are sanitary arguments against encroaching upon Lincoln's-inn-fields. It is urged that, if space be wanted for an extensive building, it should be obtained by clearing for the purpose, and not by the appropriation of the few unoccupied acres which yet remain in the heart of a vast and crowded city. It has, however, been answered by Sir Charles Barry that the courts would only occupy about one-fourth of the whole area, and that the healthful influence of the Fields would be much increased by opening into them several wide streets, which must necessarily be made in order to give access to the Courts. It may be added, that the comparative retirement of this locality would be very suitable for the quiet transaction of judicial business; and if the air of the place be peculiarly healthy, the lawyers would have the benefit of it. Supposing, however, that the open area of the Fields is to be religiously preserved to its full extent, there is another situation of which the advantages are, in some respects, equal, and in others superior, to that above discussed. It is proposed by the Incorporated Law Society, that nearly eight acres of land, bounded by Carey-street on the north, by the Strand on the south, by Chancery-lane on the east, and by Clement's-inn and New-inn on the west, should be purchased and cleared of existing buildings at an estimated cost of £675,000. The Strand would be widened to the extent of 100 feet, and the position of the courts, by the side of that great thoroughfare, would render them generally accessible. At the same time, they would be about equally distant from Lincoln's-inn and from the Temple, and thus the advantages of the proposed change would be more fairly apportioned between the equity and the common law practitioners. It is calculated that the total cost of building and fitting up the courts and offices would be £522,000, and this sum, added to the estimated cost of site, amounts to £1,197,000. It is believed that it would be found profitable to erect chambers on portions of the proposed site, not immediately required for the new courts and offices, and the value of ground-rents thus obtained would go in reduction of the proposed outlay. And, besides, there is the value of the present sites of the courts at Westminster, and of the various Chancery and Common Law offices, which might be sold by Government on the completion of the proposed scheme; and there are also other offices for which rent is now paid to some of the inns of court, and the value of this rent ought obviously to be contributed by Government towards the expense of the new offices. These deductions altogether are estimated at £523,500, and the ultimate cost of site and building is thus brought down to £673,500.

We feel the strongest possible conviction that the country would obtain a very good bargain indeed if a million of money were to be advanced out of the national exchequer to complete, as speedily as possible, a suitable edifice for the transaction of all that portion of judicial business which necessarily centres in the capital. It is probable that every lawyer who reads this paper could confirm, from his own experience, our statement that the proposed change would considerably

facilitate the performance of his own duties. Some authorities have gone so far as to assert that the business done by solicitors and their clerks at the various law offices might, under the proposed system, be transacted in one-half of the time now occupied; and if this be so, it necessarily follows that the charges to clients would be reduced in nearly the same proportion. Perhaps we cannot put our argument in more forcible terms than this. The expenditure of the lawyer's time is equivalent to that of the client's money; and here is a certain means of economising the first, and therefore the second also. Really we are disposed to think that a prudent and frugal House of Commons, if once satisfied of this truth, might, with great propriety, vote a million sterling, for the purpose of carrying out the plan. But it is not necessary to apply to Parliament for any portion of the required sum. There exists in the Court of Chancery a fund of upwards of one and a quarter million stock to which nobody possesses any legal right, and which may therefore, with great propriety, be employed in providing for the required outlay. This large sum has arisen in the following manner:—Money has been paid into Court, but no order has been obtained for its investment. The Bank of England, however, doing as other bankers do, has invested a certain proportion of the cash thus placed in its hands; and the interest of such investments, with the accumulations, after allowing a fair profit to the Bank, has been employed from time to time in the purchase of stock, which now amounts to the sum above mentioned. To the produce of these investments it is held that the suitors have no legal claim; and, even if they had, such claim would, in the great majority of cases, be very difficult or impossible to prove. Still it would be prudent to guard against the contingency of demands upon the fund, and, therefore, it would be provided that Government should pay interest upon the sum advanced, and give security for the repayment of the principal.

We shall perhaps endeavour, on another occasion, to explain more fully the vast advantages, immediate and remote, of the scheme of concentration here proposed. For the present we will add but one remark. It is probable that many persons, when they hear for the first time of Chancery holding in its hands a million and a quarter of money, to which nobody living has any claim, may become loud in their denunciation of the delays and abuses of that Court. To this we answer, that, for accelerating and improving the procedure of that and the other chief tribunals, concentration of all the branches of all the Courts under one roof will do far more than all the agitation and declamation of speakers, writers, and societies, and all the machinery that Parliament or Government can contrive. If only the House of Commons can be induced to authorise the carrying out of this, which, be it observed, is a lawyers' plan, they will have effectually provided against the recurrence of an evil for which it cannot be denied that the lawyers of a former generation must be held responsible.

Legal News.

Mr. George James Johnson, a partner in the firm of Tyndall, Son, and Johnson, solicitors, of Birmingham, has been appointed to the Professorship of Law in Queen's College, in that town, vacant by the resignation of Mr. C. R. Kennedy, barrister-at-law. We understand that Mr. Kennedy's class of students was very small; but it is expected that Mr. Johnson's acquaintance with the kind of aid which articled clerks require in their studies, and his ability to render it, united with his popularity amongst them, will tend to increase the number of students in this department of the College Mr. Johnson is a young man just commencing practice. We believe that he served his articles in the office in which he is now a partner. During his clerkship he was an active member of the Law Students' Society in Birmingham, and the ability and legal knowledge he displayed there have gained him a high reputation among the articled clerks and junior members of the profession.

We shall observe Mr. Johnson's conduct in his Professorship with a very friendly interest. It is most important that, in every one of our great towns, there should be, if possible, a Professor of Law to guide the studies of the numerous clerks articled there. The creation of such Professorships would go a long way towards insuring that improved professional education which it is most desirable that the rising generation of solicitors should possess. Many of the difficulties which have been felt by the Incorporated Law Society in devising means to effect this object would be removed by the existence in our chief provincial towns of Professors who should command with a numerous class the influence and popularity which are likely to be enjoyed by Mr. Johnson. The experiment of appointing a solicitor to their Professorship appears to have been made by the Council of Queen's College under good auspices, and we heartily desire that Mr. Johnson may not disappoint the hopes that have been formed respecting him. Perhaps a time may come when the selection of a solicitor for such an office will not be regarded as a new or strange thing. We certainly hope to see such a time, believing that the profession, and society generally, would benefit by the changes which must come along with it.

COURT OF BANKRUPTCY.—*Sept.* 23.

In re The Royal British Bank.

This was an adjourned sitting for the examination of the Directors of the Royal British Bank.

Mr. *Mason* (Mason & Sturt), with Messrs. *Cooper & Stevens*, attended for Messrs. Gillott, Butt, and Hurst. There were also present Mr. *Sleigh*, Mr. *Venning*, Mr. *Freshfield*, Mr. *Coleman*, &c., representing Directors and other parties. Mr. *Linklater* appeared for the assignees.

Mr. *Linklater* said that the assignees had originally proposed that a dividend sitting should be held that day; and it was hoped on 24th of June that the realisation of the estate would be so far advanced as would enable them to make a final dividend. That had been interrupted by the proceedings of a gentleman of whom the assignees wished to recover £16,000; but he declined to have the matter settled by a court of common law, and had appealed to the Court of Chancery, who had directed him to pay in the money as security. In consequence of the vacation, that money would be locked up until November, when, no doubt, the matter would be settled, as the facts were within a very narrow compass. There had also been litigation at Hamburgh respecting charges which Mr. Humphrey Brown should have paid, and the assignees had just received a telegraphic message that they had been successful, and there would be about £1,200 coming from that source. The assignees had been unsuccessful in their endeavours to dispose of the Welsh mines, which had been so often referred to, and on which £120,000 had been expended. Great efforts had been made to carry out the general compromise with the shareholders, but there had been great difficulties to contend with consequent on the dissolution of Parliament on the 8th of March. On the 4th there was a numerous meeting at Freemasons' Hall, when it was agreed to take 16*s.* 6*d.* in the pound; 10*s.*, he firmly believed, would be the dividend paid under the bankruptcy, and 6*s.* 6*d.* was to come from the shareholders. Before the assignees proceeded with the Bill in Parliament, a guarantee fund of £10,000, in case the compromise was not carried out, was subscribed, to which Mr. Stapleton and Mr. Alderman Kennedy very liberally contributed; and if, at the end of another month, that compromise was not carried out, that fund would be forfeited, and the assignees would give no further time, and the creditors could again proceed against the shareholders individually. Observations had been made by some with reference to the prosecution; and it was imagined that the *ex officio* information filed by the Attorney-General embraced all the points in his Honour's judgment. But there had been no information as to the manner in which the original charter was obtained from the Board of Trade, or as to the repre-

sentation made to the Board of Trade at the time the supplemental charter was obtained. The information embraced the point on which all were interested—viz. Whether the Directors conspired together with intent to defraud the shareholders and the public.

A gentleman in court said the parties upon whom most opprobrium should be heaped would escape. He considered that the original parties, who represented they had a capital of £100,000, when only £80,000 was subscribed, should be prosecuted. If that representation had not been made, he should not have lost all his money, but only a few hundreds on the shares he had taken up. £20,000 had been employed, he believed, to rig the market.

Mr. *Linklater* said, a communication had taken place with the Attorney-General as to whether another information should not be added. He had numerous clients who were anxious to contribute or present their cases to the Court separately. Men of property must expect to part with a considerable part of their estate, and the best thing that could be done would be to follow out the spirit of the Act of Parliament. There would be £170,000 required to pay the creditors 6*s.* 6*d.* in the pound; and if the shareholders understood the vast importance of the compromise, no doubt the money would be forthcoming. The right of individual creditors to proceed for the recovery of their debts must be somewhat controlled by the statute, and each application against a shareholder must depend on its own peculiar circumstances. No such Bill could have been passed but for the aid of the assignees, and great benefit is likely to result from it, while at the same time a great scandal will have been removed from the profession to which my friend and I belong. Proceedings have been taken which have resulted in ruin to many shareholders, and the solvent shareholders have been compelled to leave the country. A general compromise, to be sanctioned by the assignees and by the Court, would be most advantageous, as well for the shareholders as the creditors, and, if carried out, the 16*s.* 6*d.* in the pound would be paid; but there can be no question that the proceedings by individual creditors have very seriously prejudiced that compromise. No time should be lost on the part of the shareholders in determining at once whether that compromise should be carried out. In justice to the assignees, in justice to the creditors and those shareholders who are willing to contribute to the extent of their means, I am bound to state, that, whatever may be the result either of compromise or the application for individual discharge of the shareholder, that our best thanks are due to the assignees for the pains they have taken. It was obvious, in the very first instance, that in a remedial measure of this kind no effort on the part of the shareholders could be successful unless supported by the assignees. The Bill was framed and carried with the joint assistance of my friends, Mr. Linklater and Mr. Field, who undertook the management of the details elsewhere, and the result is to place the shareholders in a position of temporary and comparative safety; but it would be a most ungrateful return if the shareholders do not take advantage of the opportunity afforded them, and contribute for the general compromise. Many I represent, who have returned in consequence of this Act having passed, will use their best exertions to carry it out. The amount is very large (£170,000), but I do believe that if shareholders knew the vital importance to themselves in carrying out this compromise, the amount might be subscribed. My friend has alluded to the conduct of the assignees. I can only say that they have well and zealously discharged their duties. The proceedings which have been referred to have been taken independently of this Court. Whatever the result of the indictments against the directors might be, the world would be satisfied that justice had been done.

After some further discussion, the proceedings were adjourned to the 26th November.

Sept. 24.

In re Thomas Dean, Solicitor.

This was the first meeting for the proof of debts and appointment of trade assignees under the bankruptcy of Thomas Dean, an attorney, who was made bankrupt as a scrivener, formerly of Staple-inn, and since of Barnes, and King's Bench-walk.

Messrs. *Roy* and *Cartwright* appeared for the petitioning creditor, G. Tatham, Esq., of Margate. The exact amount of liabilities, in the inextricable confusion of the bankrupt's affairs, cannot at present be ascertained, but they are said to range between £20,000 and £30,000. Mr. Stubbs, the messenger, has taken possession at both Barnes and King's Bench-walk. The furniture at the latter place is valued at £80; and at the former, the private residence of the bankrupt, the furniture is stated to be of the most costly character, and to have been taken possession of by a mortgagee. There appear to be no assets. The bankrupt's letters are, in accordance with an order issued by the Court, redirected to Mr. Graham, the official assignee, and warrants will, it is stated, be granted for the bankrupt's apprehension, and placed in the hands of experienced officers; in addition to which Webb, the active deteetive, has been employed by the Bank of England, who have been forged upon to the extent of £1,100, to trace the fugitive.

Proofs to the amount of £10,000 were tendered, and admitted without opposition. One was on behalf of Colonel Wright, retired on full pay from the Royal Artillery, and a relative of the bankrupt. It was for £5,050, which was deposited with the bankrupt ten years ago for investment. Bankrupt paid interest for ten years on the amount; but on his flight it was discovered that there was no security.

A proof on behalf of Mr. Jones, of Gibson-square, Islington, was admitted under precisely similar circumstances.

There was also a proof for £1,654 on behalf of Carter, a builder. The original bill was £3,916 for improvements and alterations in the bankrupt's premises, of which £2,200 odd had been paid off. Admitted.

The next was on behalf of Alexander Jones, a bill discounter, of the Paragon, Old Kent-road, for £200. Admitted.

The following gentlemen were appointed trade assignees:—Mr. Charles Ward, 217, Strand, manager of the London and Westminster Bank; and Mr. John Jones, of 68, Gibson-square, gentleman. The appointment with the approval of the Court.

The examination meeting is fixed for the 3rd of November at one o'clock, when, if the bankrupt fails to surrender, the usual proclamation of outlawry will be made.

It is our painful duty to record the death of Mr. Simpson, who has long held a prominent position in this town and county. He was one of the oldest members of the legal profession in Derbyshire, having been in practice more than forty-five years, during which long period his career had been marked by untiring business habits, and by an amount of probity which secured for him general and uninterrupted confidence. His advice was on all occasions eagerly sought by the Conservatives of Derbyshire, among whom his known undeviating principles, and his professional connection with many of the first families of the county, gave him a large amount of influence.—*Derby Mercury.*

BRISTOL DISTRICT COURT OF BANKRUPTCY.—

September 22.

(Before Mr. Commissioner Hill.)

Re William Henry Smith.

The bankrupt, who was a barrister, and member of the South Wales Circuit, failed in June, 1846, as a newspaper proprietor and printer. No dividend was paid on this occasion. In May of the present year he was again gazetted as a brickmaker, carrying on business at Swansea. The allowance of a certificate was opposed by Mr. *Edlin*, of the Western Circuit (instructed by Mr. Charles *Taddy*, solicitor, of Bristol), on behalf of Mr. Frederick Lambe, Merchant, of Lombard-street, London, who was formerly in partnership with the bankrupt. Mr. *Clifton* (from the office of Messrs. W. Bevan & Girling, solicitors, Bristol) supported the bankrupt.

The Commissioner delivered judgment:—This was an application for a certificate by William Henry Smith, who is described as of Swansea, in the county of Glamorgan, brickmaker, in a petition whereon he was adjudged a bankrupt on the 16th of May last. In the year 1846 the applicant himself sued out a fiat in bankruptcy in this Court, and in the same year received his certificate. On that occasion, although the balance-sheet held forth large expectations of dividend, yet the assets were insufficient to defray the cost of the proceedings, so that no dividend was received by the creditors. On the former occasion the applicant failed as a newspaper proprietor and a printer. He now ascribes his failure to his embarking in trades of which he had but a slight knowledge. As the applicant is a barrister, the fact of his not being conversant with either of the trades in which he has been engaged is highly probable; although, as he recommenced business after his first bankruptcy without capital, the present position of his affairs might not have been very different, however great his capacity for conducting the concerns of a brickmaker. The present application for the allowance of the certificate was not resisted by the assignees, or by more than

one of his creditors. Mr. Lambe, however, the opposing creditor, who has proved a debt for 2,235*l.* 13*s.* 6*d.*, has made out a very serious case of misconduct against the bankrupt. It appears that in the month of March of last year Mr. Lambe, being desirous of employing his capital in manufactures, advertised his readiness to become a partner in some established concern. The bankrupt answered the advertisement. Mr. Lambe, who then resided in London, repaired to Swansea, and entered into negotiations with the bankrupt for a share in the brick-making trade, and at length agreed to pay £1,500 as the premium for admission to a third share in the concern, and also as the purchase-money of a third share in the plant and stock. It was further agreed that Mr. Lambe should have assigned to him one-third share of the bankrupt's interest in the lands and premises wherein the business was then carried on; and also that a lease from the Duke of Beaufort to the bankrupt, granting a right to get the clay used in the manufacture of the bricks, should be assigned to the firm. This agreement was formally incorporated with a deed of co-partnership, and the whole transaction appears to have been conducted with deliberation; yet at this very time all the plant and stock had been transferred to the bankrupt's solicitor, Mr. Strick, by a bill of sale duly registered, given to secure the repayment of a debt of £1,048, bearing interest at 10 per cent. per annum, Mr. Strick to enter at any time into possession on one day's notice, unless principal and interest were then immediately paid. And with regard to the assignments to be made to Mr. Lambe and to the firm, the whole property so to be dealt with was under mortgage, for amounts which, as it now turns out, leave no surplus. Passing by various parol statements of the bankrupt unfounded in fact, and having for their object to inspire confidence in the security of Mr. Lambe's investment (which comprised other advances than those specified), the Court is driven by the evidence to the conclusion that the new partner was inveigled by fraud into a concern which Mr. Strick, the holder of the bill of sale, might have stopped at any moment, and that such fraud was not the offspring of sudden temptation, but was carefully concocted and matured. Soon after the dissolution of the partnership Mr. Strick enforced his claims, swelled by a new loan and arrears of interest, which extended not only to the stock and plant, but to the household furniture of the bankrupt, thus reducing the assets to a trifling amount, quite insufficient to defray the costs of the bankruptcy, unless the proceeds of the bill of sale can be recovered by the assignees from Mr. Strick. The bankrupt held forth, and it is just possible he may have sincerely entertained, great expectations of the value to be realised from some building land, of which he became the owner at a low price by the generosity of a friend. This land, however, which was heavily and repeatedly encumbered, has been sold by the first mortgagee, and the produce of the sale is insufficient to satisfy the other incumbrancers. The unhappy result for the creditors is a deficit of upwards of £13,000, subject to a reduction of some £1,400 if the assignees are successful in their action against Mr. Strick. Under all these circumstances I cannot bring myself to believe that I should not betray my duty to the opposing creditor and to the public if I allowed any certificate or afforded any protection to the bankrupt. The application must, therefore, be wholly refused.

THE LONDON, MANCHESTER, AND FOREIGN WAREHOUSE COMPANY (LIMITED).

A special meeting of this company was held on Monday at the company's warehouses, 91, Watling-street, to take into consideration the propriety of dissolving the company. The chair was taken by Mr. Costeker, one of the directors.

The company, it should be stated, was formed in January, 1856, with an assumed capital of £50,000, in 5,000 shares of £10 each, and upon which £8 per share has been paid. The directors were Mr. Costeker, Mr. Lowry, Mr. Holyland, Mr. Cramping, Mr. Sharland, and Mr. Laishley. Of these Messrs. Cramping and Lowry resigned before the completion of the registration; and the company has practically been carried on by Messrs. Costeker, Holyland, Sharland, and Laishley.

At a recent meeting, at which the half-yearly report of the directors was not adopted, the report set forth that a loss of £29,000 had been incurred during the 18 months trading, and that the liabilities of the company at that time amounted to £20,000, while the assets, consisting principally of stock, fixtures, leases, and book debts, were represented at £35,000, subject to realisation. The principal dissentient shareholder at the time was Mr. G. Harding, the holder of 125 shares. Since that time Mr. Harding has published a pamphlet, which, among other things, contains the following charges:—1. That the directors had expended the whole of the capital, as by prior arrangement, in the purchase of a bankrupt's stock, being compelled to raise money on loan from Messrs. Quilter and others in order to commence the trading; 2. That having purchased leases and fixtures at the cost of £10,400, those leases and fixtures represented assets in the balance-sheet of Christmas last of £12,600, being an increase on cost of £2,200; that the market for these securities, which appeared to have risen so conveniently at Christmas, had subsequently experienced a more than equivalent depression, for it appeared that the loss on leases and fixtures between December, 1856, and June, 1857, was £6,062, they having in that intermediate time sold for £1,186 what they estimated in December, 1856, at £7,248; 3. That after having in February last confirmed the resolution that 5 per cent. should be divided among the shareholders out of profits, the directors sacrificed, without notice, £80,000 worth of stock, and the business for which the company was incorporated; 4. That losses to an enormous amount had been thereby occasioned; and that the present position of the company was really this—the total loss of its paid-up capital, and a prospect of a further call of £2 per share.

Mr. *Proud* proposed a resolution that the company be wound up voluntarily, and read a statement of the position of the company, which he believed warranted an opinion that a sum of £11,000 might be returned to the shareholders.

Mr. *Sharland* also made a statement respecting the position of the company. The company had still stock to the amount of £11,000. They had also good book debts to the amount of £7,000 or £8,000. The company's trade debts did not now exceed £400. There were certain loans by directors and their friends, which it was proposed to pay last. There was no chance of any one succeeding in obtaining a winding-up order in the Court of Bankruptcy. If the company were wound up voluntarily, there would probably be a small surplus; if not, the shareholders would probably be called upon for a further payment of £2 per share.

In reply to further questions, the chairman said, the company was liable upon £1,500 of its bills, as well as upon the claims referred to.

Mr. *Philps* preferred a voluntary winding-up; he had a great dread of the Court of Bankruptcy.

A Shareholder observed, that of late the directors of public companies seemed to close all discussion just as they pleased, by holding before the eyes of the shareholders the fearful effects of the Bankruptcy Court.

It was ultimately carried unanimously that the company should be wound up voluntarily, reserving to the shareholders the right of obtaining a satisfactory reply to Mr. Harding's charges against the directors.

The French Tribunals.

The Court of Assizes of the Seine commenced on Tuesday with the trial of Carpentier, Grellet, Guerin, and Parod, for the extensive robberies of the Northern Railway, amounting to about 6,000,000f.

It appears from the evidence that Carpentier and Grellet entered the service of the Northern Railway Company when it was first formed. They were then very young, but by attention and intelligence they attracted the notice of their chiefs, and the former was after a while appointed sub-cashier, and in 1856, cashier. The latter after being chief clerk of the office of the deposit of shares, was made sub-cashier, still remaining at the head of that office. On August 26, only some months after his promotion to the cashiership, Carpentier obtained from one of the directors leave of absence for a few days, on the pretext that he was about to marry, and the next day Grellet absented himself begging an employé to say, in the event of any of the directors asking after him, that he had gone to the Bank of France on business. No attention was excited by the absence of the two men till the 1st September, when Carpentier's father waited on one of the directors to say that both his son and Grellet had disappeared. On this the director, who was the Marquis Dalon, made a hasty examination of their accounts, and found them apparently perfectly regular; but upon a more searching investigation robberies and frauds to an enormous amount were discovered. It was then ascertained that the two men had been very intimate with Parod, who was an old schoolfellow and townsman of Grellet; and that in conjunction with him they had speculated largely on the Bourse ever since 1852, their operations at first

being successful, and afterwards the reverse. It was subsequently discovered that on the 27th Carpentier had sailed from Havre to New York, and had written to Grellet to tell him so; that Grellet had gone to Liverpool, and had proceeded thence for the same destination; and that Parod, with a female named Felice Duhut, with whom he had lived for some time, and by whom he had had two children, had also fled from Paris to Liverpool, and had sailed in the same vessel with Grellet to New York. Lastly, it appeared that about the same time Guerin—who had been in the service of the railway company, first as watchman of the baggage, and next as watchman of the cash office, at a salary of only 1,200 francs, but who had left the company in October, giving out that he had inherited a fortune, and who had purchased land, built houses, and made loans of money—it appeared this man had gone to Brussels, and from thence to London, where he was staying under a false name. As the frauds and robberies had been committed in the office which he had to watch, it was supposed that he must have been concerned in them, and in September he was arrested at London. The other three were not captured in America until some time afterwards. Though the 30,000 shares of Baron de Rothschild had appeared to be untouched, on a close examination it turned out that 5,065 of them had been taken away, and had been replaced by 5,065 others removed from the deposits of other shareholders. The safe in which they had been deposited had been forced open, and as Grellet and Carpentier could open it with keys, it was almost certain that the extraction must have been made by Guerin, unknown to them. In the cellars of the company were other safes, in which were deposited shares belonging to different holders, and these safes were fastened with three locks—two of the keys of which were held by Carpentier and Grellet, the third by a director. Yet these safes had been opened, and 240 shares belonging to the Marquis de Lentilhac had been taken from the envelopes in which they had been placed; thirty-four other envelopes, containing shares belonging to twelve different persons, had also been opened, and 5,512 shares had been abstracted from them. Of these 5,512, 5,065 had been placed in the collection of Baron Rothschild. There consequently remained 447, which, added to the 240 of the Marquis de Lentilhac, made 687; and, consequently, this total, added to the Baron's 5,065, made 5,752. This vast robbery was not the only one committed; 1,000 bonds of 500f., numbered from 384,001 to 385,000, had been abstracted from the counterfoil registers which contained them. Some time after it was ascertained that the accounts, though apparently perfectly regular, presented a deficit of 1,166,543f. 52c., consisting first of a sum of 900,000f., which had been falsely inscribed as having been paid into the Bank of France, and next one of 266,543f., falsely inscribed as having been paid to the accountants of the company. The indictment then proceeded to relate the circumstances of the arrest of the four prisoners, and said that Carpentier was found in possession of a sum of 108,720f.; Grellet of 22,901f.; and Parod of 55,890f.—in all 187,511f.; in addition to which there is reason to believe they have, jointly or separately, secreted part of their booty. As to Guerin, when arrested, he possessed various houses at Paris or in the environs, estimated at 310,000f., securities for loans made by him to the amount of 142,000f., 1,415 coupons of shares of the Northern Railway, an acknowledgment of 160,000f. for goods sent to Valparaiso, and, lastly, when he fled from Paris to Belgium he carried with him 60,000f. in notes of the Bank of France. The indictment next went on to say that Carpentier and Grellet had confessed to the robberies and frauds, and had stated that they had made them in order to raise funds to meet losses incurred at the Bourse with Parod, with, however, the intention of making restitution in the event of the speculation being successful. As to Guerin, it appeared that he had speculated on his own account, and that in 1854, 1855, and 1856 his operations amounted to the enormous sum of 43,000,000f.

The trial has not yet concluded.

The Court of Assizes of Aveyron has been occupied for the last two days in the trial of a man named Joseph for murder. The singularity of the case consisted in the prisoner being able to overcome his two victims. It appears that in the month of May two workmen returning from Nimes to their homes were met near Ganges by the prisoner, who begged permission to travel with them. The three men stopped at various public-houses on the road, and Joseph speedily became acquainted with the history of his two companions. They were returning to their families after some months' absence, and had with them a certain amount of money, which they had earned by hard work. On arriving at a village, the two men proposed stopping there for the night, but Joseph proposed to them to go on a little further to a field, where they might sleep without expense. On the following morning a boy discovered the two men, bathed in blood, extended on the ground. One of the men was dead, but the other recovered. On his evidence Joseph was arrested. The prisoner sought to prove an alibi, but failed; the testimony of the man who had recovered, and of persons who had seen the three men together, was conclusive, and the accused was sentenced to death.

On Wednesday, the Court of Assizes of the Vaucluse tried a man, named Mabille, for robbery and forgery. A Scotchman of the name of Herbertson, being on a tour, took up his residence at the beginning of June in an hotel at Avignon, and there he formed an acquaintance with a Frenchman residing in the house, named Clinchamp. Although he could scarcely speak French, and the other knew nothing of English, considerable intimacy sprang up between them; but on the 14th June the Scotchman missed from his room a portmanteau containing clothing, a ring, some seals, and five letters of credit of the Union Bank of London, and on the same day his pretended friend Clinchamp disappeared without paying his bill. He was naturally suspected of being the thief, and it turned out on inquiry that he had sold the stolen seals to a jeweller in the town. He was traced to Lyons, and it was there ascertained that he had made several purchases of wine, pictures, &c., and had in payment offered letters of credit of the Union Bank in the name of Herbertson, but that they had not been accepted. The police proceeded to the hotel at which he had taken up his quarters, but found that he had left for Paris, abandoning some of the effects stolen from Herbertson, and amongst them the letters of credit. To these last he had forged Herbertson's name. The police of Paris immediately made a search, and before long arrested him. It then turned out that he was a liberated convict, who had been condemned to hard labour for forgery, and that he had shortly before committed forgery at Saumur. He was declared guilty by the jury, and was sentenced to fifteen years' hard labour.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. XXXIII.—*An Act to regulate certain Proceedings in relation to the Election of Representative Peers for Ireland.*

Immediately before the Union, and in anticipation of that event, the Irish Parliament passed an Act (40 Geo. 3, I.) "To regulate the Mode by which the Lords Spiritual and Temporal and the Commons to serve in the Parliament of the United Kingdom on the part of Ireland, shall be summoned and returned to the said Parliament." By this Act, which was recited in, and incorporated with, the Act of Union (39 & 40 Geo. 3, c. 67), it was provided, among other things, that, whenever the seat of any of the twenty-eight elected Lords Temporal of Ireland should be vacated, the Chancellor or other Keeper of the Great Seal of the United Kingdom for the time being, upon receiving a certificate under the hand and seal of two Lords Temporal of the Parliament of the United Kingdom, certifying the decease of such peer, or on view of the record of attainder of such peer—should direct a writ to be issued, under the Great Seal of the United Kingdom, to the Chancellor or other Keeper of the Great Seal of Ireland for the time being, directing the issue of a writ by the Clerk of the Crown in Ireland to every temporal peer of Ireland "who shall have sat and voted in the House of Lords of Ireland before the Union," or whose "right to sit and vote therein, or to vote at such elections, shall, on claim made on his behalf, have been admitted by the House of Lords of Ireland before the Union, or after the Union by the House of Lords of the United Kingdom." Notices of such writs, and of the peers to whom they were addressed, were directed to be forthwith published by the Clerk of the Crown, on any such vacancy occurring, in the *London* and *Dublin Gazettes*; and to each writ was to be annexed a form of return, with a blank for the name of the peer to be elected, to be filled up within fifty-two days from its date by the voter, and subscribed with his seal of arms. It was also provided, that (with the exception only of the representative peers of Ireland, who had taken the proper oaths, and signed the declaration, on taking their seats in the House of Lords of the United Kingdom), no peer of Ireland should make a return to such writ unless, *between the date of its issue and that of its return*, he shall have taken the oaths and signed the declaration required from the Lords of the United Kingdom before they can sit and vote in the Parliament

thereof—such oaths and declaration to be taken and subscribed either in the Court of Chancery of Ireland, or before a justice of the peace there; and a certificate thereof, signed by the Registrar of the Court or the justice, to be transmitted by the voter with the return, and to be annexed to the record of the writ and return deposited in the Crown Office of Ireland.

Some of the above arrangements having become out of date, or insufficient for existing exigencies, the Act under discussion is intended to amend them; and, with that object, it enacts by (s. 1) that the Clerk of the Crown in Ireland, on a vacancy arising, shall be directed, under the Great Seal of Ireland, to issue voting writs, not only to the peers entitled to receive them, according to the provisions of 40 Geo. 3 (I.), but "also to every peer in respect to whose right to vote at the election of representative peers, the House of Lords shall have directed a certificate to be sent to the Clerk of the Crown in Ireland, stating that the Chancellor or Keeper of the Great Seal of the United Kingdom had reported to the House that the right of such peer to vote had been established to his satisfaction, and that the House had ordered such report to be sent to the said Clerk of the Crown in Ireland." This alteration of the previous enactment on this subject may possibly be required to meet cases in which, in accordance with the 4th article of the Union, the House of Lords have taken upon them to decide a "question touching the election of a Lord Temporal of Ireland to sit in the Parliament of the United Kingdom."

As for the "oaths" above mentioned, they are those of allegiance, supremacy, and abjuration; which must be taken by each member of either House before he sits or votes, as required by 30 Car. 2, st. 2, and 1 Geo. 1, sess. 2, c. 13—the penalties for not doing so being preserved by 15 & 16 Vict. c. 48, though the disabilities formerly attaching to such neglect were taken away by the statute last named, as being "unnecessarily severe." Roman Catholics, however, are now enabled to take the oath prescribed in 10 Geo. 4, c. 7, in the place of these oaths. And as to the "declaration" above mentioned: this—which was against transubstantiation, the invocation of saints, and the sacrifice of the mass—was taken away by the same statute of Geo. 4; and as regarded *Protestants*, as well as Roman Catholics. As to these oaths, the Act under discussion, dispenses with any limitation of time during which they must be taken, in order to qualify the voting peer to make his return—if they are taken in the House of Lords. By the provision recited in the Act of Union, they must be taken "between the issuing of the writ and before the day on which it is returnable;" but by the Act under discussion (s. 2) "any peer of Ireland who has taken and subscribed *in the House of Lords*" the oaths of allegiance, supremacy, and abjuration, or, in the case of Roman Catholics, the oath prescribed by 10 Geo. 4, c. 7, "may make return to the writ." The Act under discussion, further facilitates the taking of the necessary oaths, by declaring that they may be taken and subscribed before any of the following authorities:—1, The House of Lords; 2, any of the superior courts of law or equity in England, as well as in Ireland; 3, any division, or before any Lord Ordinary, registrar, or other proper officer, of the Court of Session, or any sheriff, in Scotland; 4, any lord lieutenant of any county in Great Britain or Ireland; 5, any member of the Privy Council; 6, the judge, registrar, or proper officer of any district county court; 7, any British ambassador or accredited minister, or the secretary of any British embassy or mission; or 8, the governor, lieutenant-governor, or governing officer of any of the colonies or possessions abroad, or any of her Majesty's judges residing therein.

It is noticeable that the Act under discussion commences with the recital of the Irish Act of 40 Geo. 3 (I.), and states, that, *by it*, certain provisions were made, &c., and that it is expedient to amend the same. It is obvious, that, to make the preamble correct, it should have been further recited that the Irish Act was adopted by and incorporated in the Act of Union; respecting which last statute the Act under discussion is altogether silent. It is also somewhat singular, that, among the authorities specified as those before whom the oaths may be taken, are not to be found *consuls*, or consular agents; although these officials are enabled, by 18 & 19 Vict. c. 42, to take affidavits abroad, in most instances.

CAP. XXXV.—*An Act to amend an Act passed in the 15th & 16th Victoriæ, intituled "An Act to amend the Laws concerning the Burial of the Dead in the Metropolis," so far as relates to the City of London and the Liberties thereof.*

By 15 & 16 Vict. c. 85 (the Act above referred to), provisions were made for the appointment of "Burial Boards" in the several parishes of the metropolis (with the exception of parishes within the limits of the city and liberties of London, *i.e.* the *London* parishes), with various powers and authorities; some of these to be only exercised with the approval of the vestry of the particular parish. As to the London parishes, power by the same Act was given to the Common Council to direct the London Commissioners of Sewers to exercise, in reference to such parishes, the powers and authorities given to the respective "burial boards" of the different metropolitan parishes. But the London parishes numbering more than one hundred, it was found impracticable to obtain the consent of all of them to the uniform exercise of those powers and authorities which, by 15 & 16 Vict. c. 85, were made dependent on vestry consent. One object of the Act under discussion is to remove this difficulty; and it does so by making (s. 2) the consent or approval of the *major part* in number of the vestries of the several London parishes sufficient to enable the Commissioners of Sewers (who are, in effect, the London Burial Board) to exercise all the powers and authorities intrusted by 15 & 16 Vict. c. 85, to the respective Metropolitan Burial Boards—in those cases in which, by that Act, any vestry consent at all is required.

Again, by 15 & 16 Vict. c. 85, s. 37, power was given to the vestry of each parish, with consent of the bishop of the diocese, to fix, revise, and vary the fees of the incumbent, clerk, and sexton thereof, in respect of interments. But the Common Council having authorised the purchase of a cemetery at Little Ilford for the joint use of all the *London* parishes, the Act under discussion proceeds (s. 1 and schedule) to fix the fees to be taken by the incumbents generally of the London parishes, for interments in the consecrated portion of such cemetery—such fees "to be in satisfaction of all claims on the part of such incumbents to fees of every description, whether in respect of burial in vaults, of graves, or of the erection of monuments, gravestones, or tablets, or of monumental inscriptions in the said cemetery"—the Act reciting that the consent of the bishop, and of the *major* part of the vestries of the London parishes, had been obtained to such scale of fees.

It will be observed, that the scheduled fees are those only payable to the *incumbent*. In the 15 & 16 Vict. c. 85 (ss. 32, 33, 35, 36, 37, and 50), arrangements are made as to the fees payable also to churchwardens and clerks, sextons and others, for parochial or other purposes. By the 3rd section of the Act under discussion, these, however, are not to apply to the *London* parishes; but fees are (by s. 4) to be settled and determined by the Commissioners, as the London Burial Board, with the approval of the major part in number of the vestries of the several London parishes.

By s. 5 of the Act under discussion, the Commissioners, as the London Burial Board, are directed to pay such fees to incumbents, in quarterly payments "to such person or persons as shall by such incumbents, or the major part of them, be appointed from time to time to receive them"—such fees to be applied according to a scheme agreed upon by the major part of such incumbents, with the consent of the bishop.

The Commissioners (acting as such Burial Board) are empowered, by s. 6 of the Act under discussion, also to fix, "without prejudice to the fees payable to incumbents under this Act," and with the approval of the Home Secretary (see 18 & 19 Vict. c. 128, s. 7), a scale of fees for the burial in the cemetery of persons *not* residing within the city or liberties of London. And, by s. 7 of the Act under discussion, the chaplain or chaplains appointed, under "the 89th section of the said recited Act," by the incumbents of the London parishes to perform the burials in the said cemetery, are directed to conform to all such regulations of the Commissioners as are not inconsistent with the Rubric. It is noticeable, that the last "recited Act" is the 18 & 19 Vict. c. 128. The 15 & 16 Vict. c. 85, however, is the one intended.

The 9th and last section of the Act under discussion contains a provision for the expense of obtaining and passing that Act. The costs are directed to be paid out of the consolidated rate authorised by the City of London Sewers Act, 1848." The provision here meant is that contained in the 168th section of 11 & 12 Vict. c. 163; by which a rate (not exceeding 1*s.* 6*d.* in the pound in any one year,) may be made on the owners and holders or occupiers of property within the City, for the several purposes therein specified.

Recent Decisions in Chancery.

MORTMAIN—VALIDITY OF BEQUESTS TENDING TO BRING LAND INTO MORTMAIN, THOUGH NOT IN TERMS WITHIN THE PROHIBITION OF THE STATUTE 9 GEO. 2, C. 36.

Philpott v. *St. George's Hospital*, 5 W. R. 845.

This is a case of very great importance, in which the House of Lords has overthrown the doctrines by which the Courts of Equity had in several cases endeavoured to defeat bequests in favour of charity, as being within the spirit, though not within the letter, of the Mortmain Act. The terms of the statute 9 Geo. 2, c. 36, are extremely clear. The thing prohibited is the giving of land, or money to be laid out or disposed of in the purchase of land, for any charitable purpose, except by deed executed and inrolled in the manner prescribed by the statute. The cases on the subject turn for the most part on two questions—the one, what constitutes an interest in land within the meaning of the statute; the other, what is the application of money in bringing land into mortmain which was forbidden to be made except by inrolled deeds. The first question involves much difficulty, and has given rise to many not perfectly harmonious decisions as to whether mortgages, tolls, shares in companies possessing land, and other like matters were to be considered land within the meaning of the statute. The present case, however, involved only the second question, which, but for the decisions which had aimed at extending the law, would seem to be sufficiently simple.

It was very soon settled that a bequest of money for the purpose of building was, in effect, a bequest for the purchase of land, and consequently void under the statute. Lord *Hardwicke*, indeed, in *Attorney-General* v. *Bowles* (2 Ves. sen. 547), intimated, that, if land already in mortmain could be secured, the bequest would be good to enable the trustees to build upon it, notwithstanding that the testator expressly contemplated the purchase of land, as well as the erection of buildings upon it. But this decision was questioned at an early period, and has long since ceased to have any authority; the law being well settled, that a bequest *simpliciter* to build, is by implication a bequest to purchase land, and therefore void by the letter of the statute. It is not enough, to make the bequest good, that the trustees should in fact procure land which had been previously in mortmain; but it must be shown that the will does not purport to authorise the purchase of land—for if it does, no *ex post facto* arrangement can prevent the statute from avoiding the gift altogether. It is not necessary to refer at length to the numerous cases by which this point was ultimately settled; but we may mention Lord *Eldon's* decision in *Attorney-General* v. *Parsons* (8 Ves. 186), which is fully supported by the recent judgment of the House of Lords.

Even where the testator suggests an alternative, and directs his trustees, in general terms, to build, adding a request that they would beg some other person to give the requisite site, the gift is void. This was *Mather* v. *Scott* (2 Keen, 172), in which Lord *Langdale* held that the terms of the bequest did not preclude the trustees from purchasing land if they thought proper, and that it was therefore bad. This doctrine also is upheld by the decision of the House of Lords; and it may be considered as perfectly settled law, that any bequest of money for building, which leaves it open to the trustees to buy a site if they cannot succeed in begging one, is bad.

The *Attorney-General* v. *Davies* (9 Ves. 535) carries the operation of the statute a step further. There the testator gave personal estate to a society upon condition that they would convey certain lands for a charity, and that was held to fall within the express prohibition of the statute, because it differed in name only from a purchase, the money being given as a consideration to induce the legatees to convey lands for a charitable purpose. This decision likewise is sanctioned by the House of Lords; and the Lord Chancellor observed, with reference to it, that, if a testator promised to devise land to A., with the understanding that A. should give that land to a charity, for the endowment of which the testator intended to provide out of his personal estate, and if the will were made accordingly, the gift would, in fact, be void by reason of the secret trust, because it would be, in substance, a gift of land to trustees for a particular charity.

The actual case which we are now considering was exactly that which the Lord Chancellor suggested, except that the secret trust, if it existed, was not proved. The testator, Lord Beauchamp, devised a piece of land, in the hamlet of Newland, absolutely. He also directed his trustees to pay £60,000 out of his pure personalty to the trustees of certain contemplated almshouses in case any person should, within twelve months after his (testator's) decease, at his own expense, purchase or give a suitable piece of land in Newland for a site, and such land should be legally dedicated to charitable purposes. The devisee of the land did give it to the charity, following the formalities required by the Statute of Mortmain, but there was no case made of any secret trust or understanding for the purpose; and the question was, whether, under those circumstances, the gift of £60,000 was within the statutory prohibition. It is obvious that such a transaction is not a gift of money to be laid out in the purchase of lands, and is, therefore, not within the letter of the statute. The idea that the word "purchase" in the statute could be read in any other than its ordinary sense was emphatically repudiated by the House of Lords, and, though pressed in argument, does not appear to have been at all the foundation of the judgment which has been overruled. But the Master of the Rolls, following his own previous decision in *Trye* v. *Corporation of Gloucester* (14 Beav. 173), and relying upon certain dicta in *Attorney-General* v. *Whitchurch* (3 Ves. 411), *Pritchard* v. *Arbouin* (3 Russ. 456), *Giblett* v. *Hobson* (3 My. & K. 517), *Mather* v. *Scott*, and other cases, deduced the proposition that a bequest is void which tends directly to bring fresh lands into mortmain; and held accordingly, that the gift of the £60,000 was bad as offering such an inducement, and violating the spirit of the statute.

The House of Lords reversed this decision, the principle on which their judgment proceeded being thus summed up by the Lord Chancellor:—"In one sense it is perfectly true that this bequest has a direct tendency to bring lands into mortmain—it is a solicitation, it is something which may operate as an improper pressure upon some one else to bring lands into mortmain. But I must own, I think this is not the way in which any court of justice has a right to deal with prohibitory statutes. Prohibitory statutes prevent you from doing something which formerly was lawful; and whenever you find that anything that is done is substantially that which was prohibited, I think it is perfectly open to the Court to say that that is void—not because it comes within the spirit of the statute, or tends to effect the object which the statute meant to prohibit, but because, by reason of the true construction of the statute, it is the thing, or one of the things, actually prohibited. What is prohibited is the giving money to be laid out in the purchase of lands. . . . I assume, in the observations which I am about to make, that this transaction is, as it purports on the face of it to be, an independent gift of £60,000 for the maintenance of certain almshouses, if, within a year after the death of the testator, somebody else should give lands and build such almshouses. Now, that is not struck at by the words of the statute." His Lordship then, after going through the authorities, considered that they did not support the enlarged doctrine of the Master of the Rolls; and, with the concurrence of Lord *Brougham* and Lord *Wensleydale*, the decision below was reversed.

WINDING-UP ACTS—PERSONS TAKING SHARES ON THE FAITH OF FALSE REPORTS BY THE DIRECTORS NOT LIABLE AS CONTRIBUTORIES.

In Re Royal British Bank; Ex parte Brockwell, 5 W. R. 858.

The decision in this case, though possibly a strictly logical deduction from the theory of the old Winding-up Acts, puts in a very strong light the inadequacy of those statutes to secure the effectual winding-up of the affairs of an insolvent company, and the due protection of the creditors of the concern. The facts were these:—A Mr. Brockwell, in common with many other persons, had taken shares in the Royal British Bank in the early part of 1855, on the faith of the fraudulent reports issued by the directors, in which the bank, though really insolvent, was represented as a flourishing institution. Mr. Brockwell was duly returned and registered, and persons dealing with the bank had the same reason to rely on their security against his assets as against any other member of the concern. If, therefore, a question had arisen directly between a creditor and Mr. Brockwell, it is not easy to see how the latter could have escaped the liability which apparently attached to him in his character of a registered partner in the defaulting bank. Indeed it was expressly decided, in *Henderson* v. *Royal British Bank, In re Goddard* (5 W. R. 286), by the Court of Queen's Bench, after a general conference of the common law judges, that it was no answer to a creditor's application for leave to issue execution against a particular shareholder, that he (the shareholder) had been induced to take shares by the misrepresentation or fraud of other shareholders. As Lord *Campbell* observed, "It would be too much to say, that, having become a partner in the bank, holding himself out as a shareholder, and

so remaining until the concern stops payment, he should be at liberty to say, 'I am no longer a shareholder; I have been defrauded, and I will get rid of my liability to the creditors of the bank.' That (said the Lord Chief Justice) would be monstrous injustice. Supposing this to be the case of a common partnership, where credit has been given to the firm, and judgment obtained in an action against it, would it be any answer to a creditor to say that one of the partners sued was induced to become a member of the firm by the fraud of the other partners? *That circumstance might perhaps be admissible as between one partner and another; but, so far as a creditor is concerned, it is wholly immaterial.*"

The suggestion contained in the last sentence from Lord *Campbell's* judgment, which we have italicised, is the foundation of the judgment of V. C. *Kindersley* in the case now under consideration. We do not understand the Vice-Chancellor to have questioned the liability of Mr. Brockwell to proceedings at law at a creditor's suit, but he held that Mr. Brockwell could not be a contributory, on the ground that the sole object of the Winding-up Acts was the adjustment of the liabilities of shareholders *inter se*, and not the provision of redress for the creditors of the concern wound up. The reasoning of the Vice-Chancellor was shortly this:—Mr. Brockwell was induced to take shares by the fraud of the directors. The acts of the directors in issuing false reports must be taken to be the acts of the company. Therefore, the company, and all the shareholders therein, are precluded from asserting any claim to contribution against Mr. Brockwell, and he cannot be placed on the list of contributories. There is no doubt, that, if the winding-up proceedings are to be treated as matters pending solely between shareholder and shareholder, this decision was inevitable, and it is pretty clear that that was the idea of the Winding-up Acts. When they were passed, it was thought that the creditors were sufficiently armed with their common-law powers of issuing execution; and the Acts were accordingly framed simply to insure a correct apportionment of liability among the shareholders themselves. On the literal interpretation of the statutes, the decision can, perhaps, scarcely be questioned; but it is not less the fact, that, in its practical working, the winding-up machinery has been regarded quite as much as an engine to give creditors their due as a mere apparatus for adjusting the rights of shareholders. Now that the Act of last session has substantially annihilated the legal powers of creditors, they have very little else to rely on than the effect of winding-up proceedings; and it is a curious result, that a shareholder, who is pronounced in a court of law to be unquestionably liable to every creditor, cannot be made to contribute to the only fund out of which it is possible to get payment of a debt. If the powers of creditors were, as the Winding-up Acts impliedly assume, sufficient to secure payment in full from one source or another, it would be quite immaterial to them whether the list of contributories contained a name more or less, and there would be justice as well as law in the doctrine that creditors have nothing whatever to do with the settlement of the list; but, although in theory the question is merely between shareholders *inter se*, it becomes, in every case where there are not funds to pay 20*s.* in the pound, practically a question between the creditors as a body and each particular contributory. Had it been legally so, the judgment in Brockwell's case must have been the other way; but the Vice-Chancellor has decided, that winding-up proceedings are to be treated as litigation between shareholder and shareholder; and, though it is difficult to escape his reasoning, it is equally difficult to avoid the conclusion, that the law now provides no remedy for creditors, even against those whose liability to the debts of an insolvent company is expressly established by judicial precedents. Mr. Brockwell, according to *Henderson's case*, is answerable for all the debts of the Royal British Bank, but there are no means whereby he can be made to contribute a farthing for the purpose.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

William and Edward Elias and Richard Williams, Pursuers, v. *Black*, Defender: July 14, 1854; Dec. 1, 1855; July 9, 1856; and Jan. 24, 1857.

This was an action of reduction and declarator. The facts, as stated by the pursuers, were, that, prior to Feb. 27, 1849, Williams, one of the pursuers, was sole owner of the schooner Joseph Howe, of Liverpool. That, on Feb. 27, 1849, he mortgaged the vessel to the other pursuers for £200 advanced, and for money to be advanced not exceeding £300. That, on a voyage, in Dec. 1848, from Limerick to Bristol, with grain belonging to a Mr. Germain, the vessel was driven by a storm to Tobermory, in the Island of Mull, where she found shelter after suffering some injuries. That, on learning what had happened, Williams went to Tobermory, and put himself in communication with the defender, who was "agent for Lloyds' there," in consequence of which the defender "assisted him in getting workmen to repair" the vessel, and also to procure "sails and cordage for refitting her to prosecute the voyage." That the cargo was landed and stored. That the defender did all he could to accumulate expenses, "for the purpose and with the design of acquiring the vessel for himself," and with that view paid off the master and crew without authority, and so prevented the prosecution of the voyage and the earning of freight. That, on March 14, 1849, the defender raised an action before the sheriff against Williams and the master of the vessel for 189*l.* 2*s.* 7½*d*, as advances made by him on account of the vessel and cargo, and to the master and seamen. That nothing in relation to the cargo was done for behoof of Williams, but solely for behoof of and on the employment of the owner of the cargo. That the whole was charged against the vessel in the hope that Williams might be unable to meet the accumulated sum, and that so decree in absence might be obtained. That, at the time the action was raised, Williams and the master were domiciled Englishmen, not subject to the jurisdiction of the sheriff, and against whom no jurisdiction had been constituted That, notwithstanding this, the defender, having restricted the conclusions of his summons, obtained decree on April, 4, 1849, in absence against Williams and the master for 133*l.* 11*s.* 4½*d.*, besides expenses. That the defender further arrested and dismantled the vessel on the dependence of this action. That one of the Eliases, the other pursuers, having heard of the arrestment, went to Tobermory, and, founding on the mortgage before mentioned, made application on behalf of himself and his brother to have the arrestment recalled. That the defender opposed the application. That, after considering the record which had been made up, and hearing parties thereon, the sheriff refused the application, and found the pursuers, the Eliases, liable in expenses. That, after obtaining the decrees above mentioned, the defender, on April 17, 1849, raised an action against Williams and the master in the same court, concluding that the vessel should be publicly sold by warrant of the sheriff, and the proceeds applied in liquidating the sums decerned for on April 4, as above mentioned, and also the expenses of the arrestment and of the process of sale. That, at the date of this action, Williams and the master were domiciled Englishmen, not subject to the jurisdiction of the sheriff, and against whom jurisdiction had not been in any way constituted. That the Messrs. Elias were not called as parties. That, notwithstanding, decree was pronounced as craved; that, thereafter, the defender prayed the sheriff to appoint two parties to inventory the vessel, and fix the upset price, and suggested two of his own friends for that purpose. That the sheriff granted this prayer; that the vessel was inventoried, and the upset price fixed at £160, which was less by £300 than her real worth; that these proceedings were not intimated to the master or any of the pursuers. That, on the application of the defender, the sheriff ordered the vessel to be sold after certain insufficient advertisements. That she was purchased by the defender, who was preferred to the purchase, the only other offerer being one Duncan, "*who was in his* (the defender's) *confidence, and was a person of no credit or responsibility, being at that time, or shortly before, a notour bankrupt.*" That Duncan made one offer; that "*this offer was authorised and connived at by the defender for the fraudulent purpose of getting up an apparent competition, when there was none in reality.*" That Williams protested against the sale. That the defender was at once the exposer and purchaser of the vessel. "That he betrayed and sacrificed the interests of the pursuers, and of all others interested in the said vessel, with the '*fraudulent and collusive*' design of acquiring the vessel at a low and inadequate price." That the defender, having been put in possession of the vessel by the sheriff, traded with her on his own account, against the remonstrances of the pursuers, and obtained a new certificate of registry in his own name. That the vendition in security remained uncancelled on the old certificate. That the pursuers did not dispute the defender's account so far as it consisted "of advances and disbursements on account of repairs and furnishings to the vessel *bonâ fide* made." That the Messrs. Elias were willing that the defender should be preferred to them for such advances and disbursements.

The defender averred that the vessel had received much

greater injuries than the pursuers set forth. That, on the 19th Dec. 1848, the master put her into his hands for repair. That, about the beginning of January, Williams came to Tobermory, approved of the master's acts, watched the progress of the repairs made on the vessel, and directed the cargo to be removed and stored. That, on 13th March, 1849, after the repairs were completed, the master and Williams docqueted the defender's account as correct. That this account included the charges for the cargo. That the action raised on 14th March was served personally on the master and on Williams; and that both were then subject to the jurisdiction of the sheriff. That the demand contained in that action was restricted because the owner of the cargo paid the charges applicable thereto, amounting to 55*l.* 11*s.* 3*d.* That, not being able to pay for the repairs, Williams, with the knowledge of the other pursuers, offered them as security for the defender's account; and, when they were declined, concocted the mortgage with the view of getting the arrestment recalled, and obtaining possession of the vessel. That the mortgage was got up for the purpose of defrauding the defender, being executed on the 27th Feb. 1849, subsequent to the execution of the repairs. That, in point of fact, no advances were made by the Messrs. Elias; that the mortgage was not a formal and legal deed. That the action raised on 17th April, 1849, was served on Williams personally; that both he and the master were then subject to the jurisdiction of the sheriff. That the persons appointed to inventory the vessel were not friends of the defender's, but neutral persons; that all the proceedings in that process were in regular form, and that the price paid for the vessel was ample. The charges of fraud and collusion on the part of the defender were peremptorily denied, as well as all design to acquire the vessel at an under value; and it was averred that the whole proceedings connected with the sale were fairly and honestly conducted. In other respects, the statements made by the pursuers were admitted as qualified by the defender's averments above mentioned.

The pursuers asked reduction of the whole decrees in the actions before referred to, in respect that the sheriff had no jurisdiction; that the defenders were not duly cited; that the proceedings were in absence; that the Messrs. Elias were not called; and that sufficient intimation of the application to have the vessel inventoried and the upset price fixed, was not given. The pursuers further pleaded that the purchase of the vessel was "void and inept in respect—(1) that it was incompetent and illegal for him (the defender) to purchase the said vessel at a sale conducted at his own instance, and mixed up, as he was, with the whole arrangements in reference thereto; (2) in respect that his conduct at and in reference to the sale was *fraudulent and collusive*, and calculated to secure the vessel to himself at an inadequate price, to the pursuers' prejudice." The pursuers further pleaded that the defender's title was bad in respect of various objections to the registry of the vessel and the certificate of registry; but, as these pleas were never discussed, they need not be further referred to.

The defender pleaded the regularity of the proceedings sought to be reduced. That no claims could be maintained in respect of the mortgage, because it was fraudulent. That, in any view, the mortgage could not compete with the defender's prior claims. That the defender's title to the vessel being legal and valid, he was entitled to use her as his own.

The case was debated before the Lord Ordinary on the question of jurisdiction and various other points; and on 17th July, 1852, his Lordship repelled "the reasons of reduction founded on alleged want of jurisdiction in the sheriff, and the whole other reasons of reduction in so far as they relate to the decree and proceedings in the action of constitution against Davis, the master, and Williams, the owner of the vessel, and in so far as they relate to the decree and proceedings in the application at the instance of William and Edward Elias, for loosing the arrestment of the vessel which had been laid on pending the said action of constitution," and appointed "parties to be heard on the other parts of the cause." To this interlocutor the Lord Ordinary added an elaborate note explaining the reasons of his judgment. The pursuers allowed this interlocutor to become final.

The pursuers then asked that the case should be sent to a jury to determine the facts relative to the sale. The issues proposed by them did not put the question of fraud and collusion. The defender insisted that this should be done; in consequence of which the pursuers, on 23rd June, 1854, asked leave, which was granted, to delete from the record the words which will be found in the previous narrative printed in italics. The parties were still unable to agree upon the form of the issues, in consequence of which the case was reported to the first division of the court on 27th June, and on 14th July thereafter the following issues were settled:—

"It being admitted, that, at and prior to the 25th day of July, 1849, the pursuer, Richard Williams, was sole owner of the schooner 'Joseph Howe,' of Liverpool; and it being further admitted that the said vessel was sold on the said 25th day of July, at Tobermory, under a warrant of the sheriff substitute of Argyleshire, obtained in absence of the pursuers at the instance of the defender, and that the defender purchased the said vessel at the price of £170; and it being further admitted, that, at and prior to the said 25th day of July, 1849, the said William Elias and Edward Elias were registered mortgagees of the said vessel under and in terms of the indenture and deed of mortgage numbers four and eighteen of process.

"Whether the said vessel was brought to sale and purchased by the defender wrongously and illegally, to the loss, injury, and damage of the pursuer, Richard Williams.

"Whether the said vessel was brought to sale, purchased, and possessed by the defender wrongously and illegally, to the loss, injury, and damage of the said William Elias and Edward Elias."

On the same day the pursuers lodged a minute, stating "that they abandoned all objections in reference to the sale and purchase of the vessel, on the ground of informality of the legal proceedings; and further, that, in deleting from the record certain statements and pleas of fraud and collusion under the interlocutor of the Lord Ordinary on 23rd June, 1854, they meant to depart, and accordingly do hereby depart, from fraud and collusion as a separate ground of reduction, and agree that, under the issues, they shall not be allowed to lead evidence of fraud and collusion.

The case was tried on 31st July, thereafter. The pursuer, Williams, was examined, and proved the original price of the vessel. A man, Fraser, proved that the defender had insured her for £400. M'Callum, a writer in Tobermory, proved the regularity of the proceedings at the sale, and that the defender's agent, Mr. Pirie, was present. It was admitted that Mr. Pirie acted for the defender in the process of constitution, and also in the process of sale, and that the accounts put in were incurred on such employment. Mr. Hunter, a ship-broker in Greenock, proved the amount of advertisements generally made on the sale of a ship, and spoke as to the value of such a vessel as that in dispute. Some other loose evidence as to value was led, and various documents were put in, among others the advertisement of the vessel for sale, in which parties were directed to apply to Mr. Pirie for further particulars. The defender was also examined, and stated, *inter alia*, that when the action of sale was raised he had no intention of purchasing the vessel; that he never intended to do so; that his agent, Mr. Pirie, advised him at the sale to bid; and that, after he bought the vessel, he had expended £170 on her. Duncan proved that he offered what he thought was the full value of the vessel; but it came out on cross that the two valuators settled the upset price to be put upon the vessel in Mr. Pirie's office. It was also proved that the vessel was lost while in the defender's possession. The following special verdict was returned:—"On the first issue, the jury find that the vessel was brought to sale and purchased by the defender to the loss and damage of the pursuer, Williams; but whether this was wrongous and illegal, the jury—this being a question of law—cannot say, and leave to the Court, on considering the notes of the evidence and the documents, to determine the said question, and, according as the same may be determined, to enter up the verdict for the pursuer or defender.

"On the second issue the jury find that the vessel was brought to sale, purchased, and possessed by the defender; and find that no actual loss has been proved to be sustained by the mortgagees in consequence of the said sale and possession; but whether the said proceedings of the defender were wrongous and illegal, and whether the mortgagees have, in law, any title or interest to challenge these proceedings, the jury—these being questions of law—cannot say, and leave to the Court, on considering the notes of the evidence and the documents, to determine these questions, and, according as the same may be determined, to enter up the verdict for the pursuers or defender.

After the trial, the case first came before the Court on the 1st December, 1855, on a purely incidental question. The defender's country agent had been cited by the pursuers as a witness, and, when the trial came on, was, according to rule, directed to leave the court with the other witnesses. He refused on the ground that his client required his services in court, which was admitted to be a good ground. He claimed 21*l.* 18*s.*, being payment for his whole time after receiving

citation. The pursuers offered 8*l.* 8*s.*, or to leave the auditor of court to settle the amount. The Court thought the proposal reasonable, and counsel agreed at the bar that 10*l.* 10*s.* should be paid.

On July 11, 1856, the case came before the Court to discuss the question in whose favour the verdict should be entered up. The pursuers, upon the first issue, argued that the purchase by the defender was illegal in respect of the fiduciary character held by him—that he was bound to sell the vessel at the highest price that could be got; but that, if he became a purchaser, it was his interest that the price should be low—that he had certain duties to perform, and could not be allowed to place himself in a position that could conflict with the performance of these duties—that, from his position with regard to this vessel, he had a control over the proceedings, besides having means of knowledge which other people had not, which he might use to his own advantage; that he might mislead intending purchasers, to the prejudice of those with whose property he was dealing, and who were entitled to demand that any surplus should be accounted for to them—that this conflicting interest put him in the same position as a common agent selling under a ranking and sale, or a creditor selling under a bond—that, with regard to the loss, all that was required to be proved was legal or constructive loss, such as that the pursuers had been put to risk—that here it was clearly proved that the vessel had been sold at an under-value.

Upon the second issue it was attempted to be shown, that the mortgagees had suffered loss by the illegal possession of the vessel, and, in particular, that they suffered by the vessel being sent on more perilous voyages; but the case of the mortgagees was argued without confidence.

The authorities quoted were, 3 Sugden on Vendor and Purchaser, 225 and 228; *York Buildings Co.*, 8 Brown's Reports, by Tomlins, 42; 2 Bell's Com. 266; *M'Kellar*, 8 March, 1817, F. C.; Bell on the Personal Diligence Act, p. 99; *Taylor*, 20 January, 1846, 8 Court of Sess. Rep. 400; *Blaikie*, 1 M'Queen, 461; Smith's Leading Cases, p. 131.

The defender pleaded, under the first issue, that when he brought the action of sale he had no fiduciary character for the pursuers, and had not acquired that character since—that he had no such character, in respect that the vessel was handed over to him for repair—that he had the mere custody of it—that, even if it had been pledged to him, he could not sell it without judicial authority; but that she was not pledged, because a master had no power in a home port to pledge a vessel—that, applying for judicial authority to sell did not make a man a trustee—that, when he so applied, the defender had no duty to perform to Williams at all—that he was acting adversely to him, and exercising a right of his own in the only way in which he could exercise it, for there was no other way in which the machinery of the law could be put in motion to work out his rights—that the Court, and not he, was the seller—that he had nothing to do but look after his own interest—that he had no authority from his debtor to sell, differing from a creditor in a bond who sells under the mandate of the debtor, and not by the authority of the Court, and is, therefore, under an obligation to account to the debtor for his acts, as in the case of Taylor. That, in a ranking and sale, the common agent is charged with the interest of every one concerned—of the creditors, and of the party having the reversionary interest—and that he must produce a reversion if possible; that, in a sale demanded by an individual creditor, the Court takes charge of the interest of all other parties concerned. That Pirie was only authorised to operate payment of the defender's account in a legal manner, and, if he did anything more, he exceeded his mandate, and Black was not responsible.

The defender pleaded, under the second issue, that the mortgagees could not suffer any loss in that character; that the mortgage was not affected by a sale, and that no doctrine was better settled than that a mortgagee not in possession could secure his interest only by insurance.

The authorities relied on by the defender, besides those referred to by the pursuers, were *Maxwell*, 21 Jan. 1823; *Jeffrey*, 16 June, 1826; *Hodson*, 1 Glyn. & Jam. 12; Bell's Com. 161.

The Lord President, who delivered the judgment of the Court, said:—The question is, whether the double position the defender occupied was inconsistent with what the law recognises as necessary to protect the owner from risk. The action of sale was at the instance of Black, who followed it out by the usual procedure. Whether, in all the details, the best course was taken, is not the question; there is no reason to doubt the honesty of Black. Pirie was the agent of Black, and was his representative in every stage of the proceedings.

The summons of sale describes the vessel as in the custody of Black from the first, whether legally pledged is not the question. The summons is pursued by Black; the valuation is ordered by the sheriff at his suggestion; the advertisements refer to his agent; and the whole proceedings show that they were for the behoof of Black, Pirie acting as his agent. I perfectly believe, that, while these proceedings were in progress, there was no intention on the part of Black to purchase this vessel. He says that his agent suggested to him at the sale that he should purchase it, and he did so. But all this brings the present case within the principle of those where purchases by parties interested have been set aside. It is impossible to say that a party who takes so complete a management of a sale, as Black did in this case through Pirie, is not a trustee for all interested. He had the custody of the vessel. He had the control of the process of sale. He could bring on the sale at a time suitable to himself. He suggested the valuators, who, although acting with perfect honesty, might yet be known to him to hold views which would suit his purpose. His agent might give information that might mislead, or he might withhold information that ought to have been communicated, and so might deter or discourage parties from buying. I do not say that any such things were done; but it was in the defender's power to take such advantages. If he had only set agoing the sale by raising the summons, and then leaving the Court to carry out the sale upon the necessary applications, it is difficult to say that it might not have been perfectly legal for him to become the purchaser. But when he buys the vessel, having had all these opportunities and advantages, whether used to the disadvantage of the owner or not, the law will not maintain him in his position; for it cannot discover whether they have been used injuriously or not, and therefore regards, with peculiar jealousy, any such transaction. We can, therefore, have little doubt in holding, however severe it may be, that the law cannot recognise this purchase, and that therefore the verdict on the first issue must be entered up for the pursuer, Williams.

With regard to the second issue, the verdict is differently expressed; it finds that no actual loss or damage was sustained by the mortgagees, and so raises the question as to their interest to challenge the proceedings in the process of sale. Looking to the evidence in connection with the verdict, it is plain that it must be entered up for the defender.

On 24th January, 1857, the verdict was applied as entered up, and the Court, *quoad* Williams, reduced, decerned, and declared in terms of the conclusions of the summons, in so far as regarded the decree in the action of sale and the certificate of registry, in the defender's favour, and declared that the defender had and has no right to the vessel; *quoad ultra*, the Court assoilzied the defender, except as to expenses, with regard to which a remit was made to the auditor of court to tax the accounts of Williams and the defender, distinguishing (1) the expenses applicable to the part of the case disposed of by the interlocutor of 17th July, 1852; (2) those occasioned by that part of the record which was withdrawn averring fraud and collusion on the part of the defender; (3) those occasioned by the presence of the Messrs. Elias as pursuers; (4) those incurred in the discussion upon the verdict, separating those applicable to the first from those applicable to the second issue. And in this position the case appears to stand at present.

EXCESSIVE CLAIM FOR FEES BY ARBITRATORS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I have lately been concerned in a reference to arbitration, the circumstances attending which, both as regards a point of practice, and in relation to the charges of the arbitrators, may be useful as well as interesting to your readers.

The question referred arose between my clients and a railway company, as to the loss of water to a brewery, for which loss compensation was by the special Act directed to be made by the company, such compensation, in case of difference, to be settled by arbitration in the manner directed by the Railways Clauses Consolidation Act.

My clients, being unable to agree with the company, appointed Mr. Thomas Webster, of Pump-court, in the Temple, as their arbitrator; the company appointed Mr. Hoggins, Q.C.; and those two gentlemen appointed Mr. Bliss, Q.C., as their umpire.

The reference was first proceeded on at Maidstone; and the three gentlemen named came down to Maidstone in the evening previously to the day appointed, and on the following morning viewed the premises, and then proceeded with the reference;

and, after a fair day's work, adjourned until the following day when the matter was further proceeded in until between two and three o'clock, when, an arrangement being suggested, an adjournment was decided on.

The further proceedings took place at Westminster during four days at the end of the last long vacation.

On the two first of those four days, the proceedings were carried on from about half-past ten to between three and four o'clock. On the third day there was again a discussion about an arrangement, which led to an adjournment about two o'clock; and on the fourth day (the 27th Oct.) nothing was done, except to discuss and agree on the terms of arrangement, the heads of which were ultimately reduced into writing by the arbitrators, and signed on behalf of the parties; and it was understood that such heads were to be the basis of the arbitrators' award. The only point not agreed on was by whom the costs of the arbitrators and umpire were to be paid; and this point was left to their determination, and the meeting broke up between one and two o'clock.

It will have been thus seen, that the time those gentlemen were occupied on the reference was two days at Maidstone and four days at Westminster, during the long vacation, two of those four days being short days; and that all that remained for them then to do was to put the agreement made between the parties into the shape of an award, and to meet and decide by whom their own charges were to be paid.

I was astonished by receiving, in a few days afterwards, a letter from Mr. Hoggins' clerk, stating that the award would be signed, and be ready for delivery on a certain day, upon payment of 908*l.* 5*s.*, the amount of the arbitrators' charges.

As I could not, by any calculation that I could make, arrive at more than about half of this sum—putting, as I thought, very liberal sums for all the arbitrators' services—I advised my clients not to pay, or take any part in the payment of, such a sum, unless they were compelled to do so.

I believe that the company's solicitor was as much astonished as myself at this demand; and it is assumed that it came to the knowledge of one or more of the arbitrators that the charge was thought excessive, as it was made known that the award would be delivered on payment of 847*l.* 7*s.* This reduction did not, of course, satisfy me, and I made the company's solicitor acquainted with my dissatisfaction, and endeavoured to come to some arrangement with him for resisting the payment. He, however, paid the money, and took up the award without my knowledge, stating afterwards that he was not aware of any possible mode of having the charges reduced.

It turned out that my clients were directed to pay one-third of the arbitrators' costs, and the company the other two-thirds; and, upon their third being demanded of my clients, they, under my advice, refused to pay.

Upon consideration, it appeared to be doubtful, first, whether the Courts had any power, under the Railways Clauses Act, to interfere at all; and secondly, whether, the arbitrators being barristers, their charges were amenable to taxation, there having been, as it was understood, no case referring such charges to taxation. I was, however, determined to try what could be done; and, upon application to Mr. Justice *Erle*, in the Bail Court, he granted a rule *nisi* to refer the charges to taxation, expressing doubts whether he had any power to make an order, but stating that justice required that something should be done. This rule was made returnable at Chambers, and Mr. Justice *Coleridge*, before whom the case was heard, after taking time for consideration, made the rule absolute.

The Master required the solicitor to the Railway Company to obtain accounts, showing the details of the arbitrators' charges; and, accordingly, accounts were delivered, amounting in the whole to 840*l.* 6*s.*

It will be observed that the first demand made was 908*l.* 5*s.*; that there was then a reduction to 847*l.* 7*s.*; and at last, when particulars were required, the detailed accounts were made to show a less sum than the arbitrators had already actually received.

Mr. Hoggins' and Mr. Webster's accounts each amounted to 287*l.* 16*s.*, and were made up as follow:—

		£	s.	d.
June 28	Attending at Guildhall	10	10	0
July 3	do. do.	10	10	0
,, 25	do. at Maidstone	105	0	0
,, 25	Attending meeting	15	15	0
,, 26	Same	15	15	0
Oct. 23	Same, at Westminster	15	15	0
,, 24	Same	15	15	0
,, 25	Same	15	15	0
,, 27	Same	15	15	0
,, 28	Same	15	15	0
,, 30	Same	15	15	0
Nov. 3	Attending meeting	10	10	0
	Expenses	8	10	0
		271	0	0
	Clerks' fees	16	16	0
		287	16	0

Mr. Bliss's account amounted to 264*l.* 14*s.*, and was similar to those of Messrs. Hoggins and Webster, except that the two first items of 10*l.* 10*s.* were omitted, and that his clerk's fees were charged at 14*l.* 14*s.* instead of 16*l.* 16*s.*

I have already stated the time occupied in the proceedings on the reference.

The two charges of 10*l.* 10*s.* made by both Messrs. Hoggins and Webster were for preliminary meetings of about half an hour each at Guildhall, the first of such meetings being an abortive one, as Mr. Hoggins knew was likely to be the case before it was held, and when he refused to allow it to be postponed, as he was requested to do. Three meetings are charged for at a gross cost for such three meetings of £126, or £42 for each arbitrator, after all the evidence had been taken and the terms of the award agreed on, except as to the cost of the arbitrators and umpire. The Master taxed the costs as follows:—To Mr. Hoggins and Mr. Webster, each (including clerks' fees and expenses), £151*l.* 13*s.* 6*d.*; to Mr. Bliss, 145*l.* 18*s.*; and, for the expenses of award, 7*l.* 1*s.*: total, 456*l.* 6*s.*—thus taxing off £384 from the sum charged in the detailed accounts, and making a deduction of 451*l.* 19*s.* from the original demand of 908*l.* 5*s.*

I do not think it necessary to comment upon what is shown by these figures, but, in justice to the bar generally, I ought perhaps to state, that, as far as I have been able to learn, such charges as those I have set out are very different from those usually made, and that, in the recent case of *Barnes* v. *Hayward*, in which, engineers having been employed as arbitrators, their charges were objected to as excessive, Lord *Campbell* took occasion to recommend parties to refer to barristers, whose charges, as he said, were known and moderate.

However, if any of my professional brethren should happen to have an outrageous demand made upon his clients by any barrister arbitrators, he will now know that the law affords him a remedy, and that it is his own fault if he submits to it; and I hope that, in addition to taxing the excessive charges, he will consider it his duty, as I consider it mine, both to the profession and the public, to make the facts known.—I am, Sir, your obedient servant,

JOHN CASE.

Maidstone, Sept. 22, 1857.

Review.

On the Domicil of Englishmen in France. By HENRY WARWICK COLE, Esq., of the Inner Temple, Barrister-at-Law. London: Wildy. 1857.

Mr. Cole has published a very compact and instructive treatise on a subject which more or less directly affects a great number of Englishmen, and which has lately attracted attention from the decision of the Judicial Committee in the important case of *Bremer* v. *Freeman*. This subject is the domicil of Englishmen in France. The old rule of international law was perfectly clear, which pronounced that moveable property always followed the person, and that the domicil at the time of death invariably determined the place, the manner, and the formalities of succession to the personal property of a deceased person. It is much to be regretted that this rule, so simple and so widely received, should ever have been infringed by the enactments of municipal law. But it has been the policy of France to discourage the acquirement of foreign domicils. Nothing can be harsher or more stringent than the provisions of the Code Civil, which punish French citizens for making their place of permanent residence out of the dominions of France. They are visited with the total loss of the quality of a French person, and this deprivation extends to political as well as civil rights. In order to return again to France, and recover the rights to which by birth they are entitled, they must obtain a special authorisation from the French Government. Naturally, therefore, French lawyers have exhibited a strong desire to strain the law, so as to prevent, in particular cases, it being held that French citizens have acquired a domicil abroad, and they will hardly allow that the domicil can, in any case, be perfected unless the authorities of the country where the French citizen resides have received formal notice that he wishes to

establish himself there. This feeling has, in turn, coloured their opinion on the questions that have arisen as to Englishmen having acquired a domicil in France, and made them less disposed than they otherwise might have been to admit that it is mere intention, coupled with long residence, which establishes the domicil of foreigners within the French territories.

Those of our readers who may remember the judgment in *Bremer* v. *Freeman* are aware, that, by an article of the Code Civil, it is declared that "the foreigner, who shall have been admitted by the authorisation of the Government to establish his domicil in France, shall enjoy there all civil rights, so long as he shall continue to reside there." But, supposing an Englishman resides in France long enough to acquire a domicil in that country by the law of nations, but does not procure an authorisation from the Government, has he, or has he not, a French domicil? It is easy to see that the question which arises from the wording of the article is not the only one that suggests itself. We have not only to ask, whether a foreigner is excluded from obtaining a domicil in France by the terms of this article, but, also, even if he were excluded, how far the enactment of a particular system of municipal law is to control the decisions of the tribunals of other countries, which have only to look to the general rule of international law? The English courts would, in the case supposed, naturally say that the domicil was a French one. They would, therefore, regulate the succession by the rules of French law. It is probable, though even that is not certain, that the French courts, which would deny the existence of a French domicil, would in the case supposed regulate the succession of moveable property situate in France by the English law. Ought the English courts, for the sake of a uniform treatment of the different parts of the same succession, to follow the rules of the French law—for the concession cannot possibly be made on the other side, as, under the hypothesis, the French courts are expressly excluded from being guided by the rules of general law? Mr. Cole raises this point, and discusses it without arriving at any definite conclusion; and the Judicial Committee, although it raised the question in *Bremer* v. *Freeman*, did not decide it, because it considered that the true interpretation of the article above referred to did not make an authorisation imperative, and that, accordingly, a French domicil was acquired even by the municipal law of France by such residence as would create a domicil under the general law of nations.

Mr. Cole wrote before the Judicial Committee had delivered its judgment; and the object of his treatise is to show what, for English lawyers, the judgment has now settled, that authorisation is not necessary for the acquisition of a French domicil. He states, at length, the circumstances of the leading cases on the subject, and places before us, in French and English, the decisions of the highest courts in which those cases were heard. The most striking and important of these cases is, perhaps, that of Thomas Gil de Olivarez. He was a person whose domicil of origin was at the Danish Island of St. Thomas. He was brought to France at an early age, and thenceforward resided in France, both before and after he attained his majority; but he did not obtain the authorisation of the Government, and he died in France intestate. The Court of First Instance, and afterwards the Court of Appeal of Bourdeaux, the most eminent of the provincial tribunals of France, decided, that, notwithstanding the absence of authorisation, the domicil of Thomas Gil de Olivarez was at Bourdeaux, and that his succession was to be regulated by the French law. In its judgment, the Court stated, with reference to the article, that it was "evident from the text, and from the discussion to which it gave rise in the Council of State, that the article only relates to the foreigner who wishes to enjoy foreign rights in their plenitude; but the enjoyment of civil rights is one thing, and domicil is another."

This was, however, followed by a case where the French tribunals have unquestionably and expressly claimed the right to set aside the general law of domicil as against a foreigner, by virtue of a portion of their municipal law. By a law of 1819 it was enacted, that, in case of a distribution of the same succession between foreign and French co-heirs, the latter shall have a right to deduct from the property situate in France a portion equal to the value of the property situate abroad, from which they would be excluded by virtue of local laws and customs. It so happened that M. de Olivarez left a sister who survived him, and became entitled to a share of her succession. She married a Spaniard, and acquired a Spanish domicil. While still a minor, she made a will in favour of her mother; and, by the law of Spain, this will was valid. Her heirs applied to the French courts for such a share of the property situate in France as a minor in France would have been incompetent to pass by will. The Court of Cassation, by a decision pronounced at the end of last year, has sanctioned this claim, and overruled the decision of the Court of Appeal of Bourdeaux, which held that the general rule of domicil permitted the deceased to dispose of the entirety of her moveable property, and that it could not be said that this general rule was a "local law or custom." Mr. Cole strongly contends that the inferior court was right, and the Court of Cassation wrong. It is always a doubtful and delicate task to criticise the judgments of foreign courts; but we must say that we are inclined to agree with Mr. Cole, and to think that the Court of Cassation confused the general law of domicil with the local consequences to which that law, in its application to a particular country, may give rise. The general rule is, that the domicil, at the time of death, shall determine the status of the deceased and therefore attract with it all the incidents of that status according to the municipal law of the country of the domicil. The will being thus valid, and passing the entirety of the property of the testatrix, it seems scarcely possible to say that there was, in the case of the sister of de Olivarez, a "distribution of the same succession between foreign and French co-heirs."

So much is said in disparagement of English law that it is only right to point out any instances where the English law can boast a superiority over continental systems. We may, therefore, observe, that all these difficulties arise because the French code is less liberal, less observant of general principles, less wide in the scope of the succour it affords, than the English. Not only do many difficulties occur in determining the existence of domicil in France from the narrow provisions of the French law, but it must be remembered that the French tribunals will give no assistance whatever to the opening of a succession, and will not entertain the question of domicil at all, unless it appears that the deceased was a Frenchman, or that a French citizen is interested in the result. We believe that the French courts do not themselves assert their own incompetence to deal with the succession of foreigners, and it rests with some one of the parties to point out to the Court that it cannot act. But when this is pointed out, the Court is powerless. When we quit the domain of international law, and come to questions confessedly within the range of municipal law only, the illiberality of the French code is displayed in a still more striking manner. Unless he obtains an authorisation, the foreigner cannot enjoy, to use the words of the article, "the plenitude of his civil rights." For instance, the undisturbed enjoyment of a trade-mark is a civil right. A foreigner cannot, therefore, without the grant of civil rights, institute proceedings in France to prevent his trade-mark being used by a Frenchman. Messrs. Rowland & Son, the dealers in Macassar Oil, and Messrs. Kirby, Beard, & Co., the needlemakers, have experienced this to their cost, and have given their names to the leading cases in which this point has been established by the Court of Bourdeaux and the Court of Cassation. England is much in advance of France in its legal conception of the relation it occupies to foreigners, and this is seen, no less in the small details of technical law, than in the broad questions of free-trade and protection.

Questions of domicil are a sort of legal luxury, very interesting to those who happen to have a fancy for them, but scarcely claiming a peremptory attention from those who only study what is absolutely necessary. But there is a considerable number of professional readers who wish not wholly to neglect the sphere of general jurisprudence, and who yet have neither time nor inclination to read theoretical works. Their want is exactly supplied by works which treat, plainly and agreeably, the more prominent questions of private international law. As it is the fortunes of private individuals that are at stake in the cases treated of, the illustrations of which the author makes use are presented to the reader in exactly the same shape as those which he is accustomed to see in the volumes of English reports. But he finds the facts treated on a new method, and determined on new principles. He has laid before him, in a definite and appreciable form, a specimen of that conflict between the general and the particular, the comprehension and management of which is the substantial reward of the study of theoretical jurisprudence. To all who wish to read a work that will guide them on this path, without ever being dull, or prolix, or too abstruse, we cannot recommend any better book than the treatise which Mr. Cole has published on a subject with which he is perfectly conversant.

Births, Marriages, and Deaths.

BIRTHS.

BRODRICK—On Sept. 17, at 30 Clifton-road, St. John's-wood, the wife of William Brodrick, Esq., Barrister-at-Law, of a daughter.

COLE—On Sept. 22, at 5 Compton-road, Canonbury, the wife of Mr. George Henry Cole, of a son.

JEVONS—On the 4th inst., at Wavertree, near Liverpool, the wife of William A. Jevons, Esq., Solicitor, of a daughter.

PHILPOT—On Sept. 20, at Southampton, prematurely, Mrs. Philpot, of 20 Montagu-street, Russell-square, London, of twin daughters, who survived only a few hours.

PRATT—On Sept. 20, at Berwick-upon-Tweed, the wife of John Forster Pratt, Esq., Solicitor and County Court Registrar, of a son.

PULLING—On Sept. 23, at 5 Gordon-place, Gordon-square, the wife of Alexander Pulling, Esq., Barrister-at-Law, of a son and heir.

SAW—On Sept. 17, at Greenwich, the wife of Mr. Samuel Saw, Solicitor, of a daughter.

SKIPWITH—On Sept. 22, at 16 Marlborough-place, St. John's-wood, the wife of Lionel Skipwith, Esq., of a son.

MARRIAGES.

BEDWELL—CUVELJE—On Sept. 19, at St. John's, Walthamstow, Essex, by the Incumbent, the Rev. C. J. S. Russell, B.A., Francis Alfred Bedwell, Esq., M.A., Barrister, of Lincoln's-inn, eldest son of the late Francis Robert Bedwell, Esq., a Registrar of the Court of Chancery, to Sarah Jane, eldest daughter of the late Thomas Cuvelje, Esq., of Southampton-buildings, and Hampstead.

FARRAR—PATTISON—On Sept. 17, at St. Pancras Church, by the Rev. F. W. Farrar, Fellow of Trinity College, Cambridge, brother of the bridegroom, Henry J. Farrar, of Cranbrook, Kent, Solicitor, to Henrietta Anne, only daughter of the late William Pattison, Esq., of Demarwell, and granddaughter of Thomas Pattison, Esq., of Stoke Newington.

MEIKLEHAM—STEVENSON—On Sept. 23, at St. James's Church, New Brighton, Cheshire, by the Rev. William Banister, F. A. Stuart Meikleham, Esq., of Liverpool, to Lavinia Emily, third daughter of Richard Stevenson, Esq., one of her Majesty's Commissioners of the Court of Bankruptcy at Liverpool.

PARROTT—TAYLER—On Sept. 16, at St. Mark's, Kennington, by the Rev. Mr. Greig, J. W. Parrott, Esq., of Great Queen-street, Westminster, late of the Royal Navy, to Harriett, only daughter of William Tayler, Esq., formerly of the Middle Temple, Solicitor.

RAVENOR—PINNELL—On Sept. 23, at St. Mary's, Westwell, by the Rector, the Rev. J. E. Bode, M.A., Mr. N. Graham Ravenor, of Gray's-inn, to Annie, daughter of John Pinnell, Esq., of Westwell, Oxon.

SIMPSON—NUNN—On Sept. 10, at Ixworth, Suffolk, by the Rev. S. Blackall, T. F. Simpson, Esq., Solicitor, Tunbridge-wells, to Maria, only daughter of Sturley Nunn, Esq., Solicitor, Ixworth.

DEATHS.

DENTON—On Sept. 16, Henry Denton, Esq., of Lincoln's-inn, aged 70.

FORD—On Sept. 18, at Buxton, Derbyshire, while there for the benefit of her health, Charlotte, wife of Charles Ford, Esq., of 7 Russell-square, London.

SIMPSON—On Sept. 16, suddenly, at Hastings, James Blythe Simpson, Esq., of Derby, aged 68.

VIZER—On Sept. 20, in the 46th year of her age, Harriet Fanny, the beloved wife of Mr. William Vizer, Solicitor, of 45 Doughty-street, Mecklenburg-square, London.

WILLIAMS—On Sept. 20, after a long illness, Martha, the wife of William Williams, Esq., of Park-side, Wimbledon-common, and 32 Lincoln's-inn-fields.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BENNETT, Rev. JOHN LEIGH, Thorpe-pl., Surrey, £257 : 2 : 11 New 3 per Cents.—Claimed by Right Hon. Sir RICHARD TORIN KINDERSLEY, Knt., and Rev. HENRY LEIGH BENNETT, the executors.

BLAKENEY, Dame MARY, wife of Sir EDWARD BLAKENEY, K.C.B., Dublin, £740 : 14 : 10 Consols.—Claimed by Dame MARY BLAKENEY.

BURGH, ELIZABETH, Spinster, Bath, £314 : 2 : 9 Consols.—Claimed by ELIZABETH BURGH.

HAYNES, GEORGE, Grocer, Portsea, Hants, and RICHARD HENRY ROGERS, Coal Merchant, Portsea, £56 : 6 : 6 Consols.—Claimed by RICHARD HENRY ROGERS, the survivor.

LEE, Rev. WILLIAM BLACKSTONE, Wooton, Oxfordshire, £220 New £2 : 10 per Cents., substituted for £200 New South Sea Annuities.—Claimed by Rev. WILLIAM BLACKSTONE LEE.

MATTHEWS, SIMON, Gent., Lechdale, Gloucestershire, £100 Consols.—Claimed by SIMON MATTHEWS.

MAY, CATHERINE ELIZABETH, wife of Rev. GEORGE MAY, of Lyddington, near Swindon, Wilts, and Rev. GEORGE MAY, £735 Consols.—Claimed by CATHERINE ELIZABETH MAY and GEORGE MAY.

POPE, SUSAN, Spinster, Shepherd's-bush, Middlesex, £106 : 7 : 1 Consols.—Claimed by SARAH POPE, Spinster, the administratrix.

WADE, GEORGE, Esq., Dunmow, deceased, Trustee to the Rev. JOHN LAW, of Muckerston, Essex, £100 : 2 : 6 Consols.—Claimed by WILLIAM THOMAS WADE and GEORGE DE VINS WADE, surviving executors of GEORGE WADE.

WAREING, ROBERT, Esq., and Rev. JAMES TAYLOR WAREING, both of Ormskirk, Lancashire, and WILLIAM WAREING, Gent., Liverpool, £159 : 7 : 5 Consols.—Claimed by ROBERT WAREING, JAMES TAYLOR WAREING, and WILLIAM WAREING.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

ASPINALL, RICHARD, JAMES BATES, WILLIAM BEAUMONT, ALFRED BETTS, GEORGE BRET, WILLIAM BURDETT, MICHAEL BURKE, ROBERT CAMPBELL, THOMAS CARGILL, GEORGE CARLETON, JAMES COLEMAN, JAMES COOPER, THOMAS CORBETT, WILLIAM CORNISH, HUNT, THOS. WILLIAM, who died abroad.—Their next of kin to apply, by letter only, to Edward Manière, Solicitor, 31 Bedford-row, London.

KIRBY, ROBERT (who died in the year 1816), late of the Gun Tavern, Pimlico, and whose widow (now Dawson) lived in Regent-st. in the year 1844.—Their next of kin to apply at 38 Monkwell-st., City.

Money Market.

CITY, FRIDAY EVENING.

Great dulness has prevailed on the stock exchange during all the week. There has not been any noticeable variation in price. Consols close this afternoon at 90⅛ per Cent. Foreign stocks have been well supported, and demands for investment rather numerous. Money has been in sufficient supply both on the stock exchange and generally in the discount market at the full rates of previous weeks.

From the Bank of England return for the week ending the 19th September, 1857, which we give below, it appears that the amount of notes in circulation is £18,901,215, being an increase of £28,390, and the stock of bullion in both departments is £11,188,560, showing a decrease of £29,901 when compared with the previous return.

The finest and most suitable weather has prevailed for the late gatherings, and made the final part of harvest equally favorable with the beginning. In the north of England and in Scotland the change produced has been very great. Accounts from Scotland state that fine dry winds have prevailed, and that cutting and gathering have been going forward night and day, lamps being used in the fields for that purpose. Under the influence of these circumstances the corn market has received a downward impulse, both in London and in the provinces, of from three to four shillings per quarter. It probably would be greatef but for the circumstance that importation from abroad is much less than last year, and also by reason of the extent of disease in the potato which is stated to be worse in some places than has been noticed since its first appearance.

The commercial panic in the United States, which assumed a very formidable aspect at the commencement of the present month, according to the last accounts, gradually subsiding Many failures are reported of houses of fair standing and respectability, but the greatest pressure appears to have rested upon the banks. Several were, and probably are, in difficulties from advances they have made to railways, all forms of railway security being extraordinarily depreciated. There were many banks and other establishments connected in business with the Ohio Life and Trust Company, and this body had come under very large advances to various undertakings, and stopped payment on the 24th ult., causing extensive inconvenience in many quarters. Investigation into the affairs of this company presents a better prospect than had been anticipated; and, if no further bank difficulties appear, the manner in which the principal establishments have passed through the crisis, in the face of the attacks made upon them, will be creditable to both bankers and merchants. The crisis is believed to have been occasioned by a phenomenon which has recently presented itself in New York, and, more or less, in many of the American cities. This is the systematic intervention of the press in mercantile affairs.

It appears from the report of Captain Douglas Galton relating to railways, that the total amount of money actually raised by railway companies, by shares and loans, to the end of the year 1856, was £308,775,894. Of the 8,718 miles open for traffic on the 31st December, 1856, 6,737 miles were narrow gauge, 679 broad gauge, 254 miles mixed, and 1,048 miles Irish gauge. From figures given in the appendix, it appears, that, from 1852 to 1856, the first-class passenger fares in England have been diminished, while the receipts per mile have increased. As regards the second-class traffic in England, the fares have been slightly increased, and the receipts per mile have not varied much. In the third-class traffic, which includes a large amount of excursion traffic, the average fares were diminished, and the receipts per mile largely increased. Also it appears, that, while in 1849 the proportion of receipts of the passenger traffic to the goods traffic was as 53 to 47, in 1856 the proportion of the passenger traffic to the goods traffic is as 44 to 56. The aggregate receipts from all sources of traffic for the whole kingdom have been £23,165,493, or £2,724 per mile in 1856, against £21,507,599, or £2,629 per mile in 1855. Of the total amount of money raised, £77,359,419 has been raised by loans, £57,057,171 by preference shares, and the remainder—viz. £174,359,304. by ordinary share capital. The large amount of preferential capital has prevented an increase in the dividends on the ordinary share capital proportionate to the improved receipts; but the steady increase in the net revenue in a greater ratio than the increase of the capital invested, is evidence of sound progress. The stability of railway property depends chiefly upon careful management.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	...	...	218½	...	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	90¼ ⅛	90¼ ⅛ ⅜	90¼ ⅜	90¼ ⅛ ¼	90⅛	90
New 3 per Cent. Ann.	...	...	...	90⅝	...	...
New 2½ per Cent. Ann.	...	...	75	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2 3-16	...	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	...	...	...
India Stock	...	210	212½	...	210	210
India Bonds (£1,000)	18s. dis.	...	23s. dis.	...	...	...
Do. (under £1,000)	...	22s. dis.	...	23s. dis.	...	25s. dis.
Exch. Bills (£1,000) Mar.	4s. dis.	8s. dis.	4s. dis.	8s. dis.	10s. dis.	6s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	4s. dis.	4s. dis.	4s. dis.	8s. dis.	9s. dis.	8s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	3s. dis.	6s. dis	3s. dis.	3s. dis.	3s. dis.	9s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	98½	...
Exch. Bonds, 1859, 3½ per Cent.	98½	...	...	...	...	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	...	84 x d	84¼ x d	83 x d	83½ x d	83⅝ x d
Chester and Holyhead	...	...	33⅝ 4	33½	34 3½	34 3½
East Anglian	...	...	20½ ½	...	20½ ¼	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	...	92½ x d	...
Edinburgh and Glasgow	61½ x d	...	...	...	...	61½
Edin., Perth. & Dundee	...	...	31½ ⅝	31	31	31 30½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	95¼ ½	96¼	96¼ ⅜	96⅜ 6	96¼ 97½
Gt. South & West. (Ire.)	...	96 x d	97 x d	...	...	97½ ⅜
Great Western	54⅜ ½ ¼	54¼	54¼ ⅜ 4	54 3⅞	53⅜ 4	53⅜ 54¼
Lancashire & Yorkshire	...	96 x d	96 x d	95⅞ x d	96¼ x d	96¼ x d
Lon., Brighton, & S. Coast	104½	...	...	104	103⅝	104
London & North Western	97½ ⅜	97 6¼ ½	96½ ⅜ 6	96 5⅝ 6	96⅜ ¼ ⅜	96½
London and S. Western	91½	91⅜	91½ ⅜ 1	90½ 90	...	90½
Man., Shef., and Lincoln	...	41	...	40⅝	41½ 1	41½
Midland	80⅝ ⅜	80½ ⅜ ½	80⅝ ⅜ ½	80¼ ½	80½ ⅜ ¼	80½ ¼
Norfolk	...	...	...	...	60	...
North British	51 50⅝	50½ ⅜	50¾ ⅜ ¼	50	49⅞ ½ ⅞	49½ ⅜
North Eastern (Berwick)	92½ ½	92½	91½ 2	91½ 1	91 90⅝	91⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	32½ 3	...	...	32½	32½
Scottish Central	104½	105½	106	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	24⅝	...	...
Shropshire Union	48 x d	...	...	...	47 x d	...
South-Eastern	67½	67 6⅝	66	66¼ 5⅓	66¼ ⅜	66⅝
South-Wales	...	84⅜	...	84¼ 3½	84¼	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 19TH DAY OF SEPTEMBER, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,009,945	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,534,945
		Silver Bullion	...
	£25,009,945		£25,009,945

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,653
Rest	3,914,656	Other Securities	18,962,051
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	8,045,099	Notes	6,108,730
Other Deposits	9,002,624	Gold and Silver Coin	653,615
Seven day & other Bills	802,670		
	£36,318,049		£36,318,049

Dated the 24th day of Sept., 1857. M. MARSHALL, Chief Cashier.

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

PERPETUAL COMMISSIONER FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

FRIDAY, *Sept.* 25, 1857.

PRATT, WALTERS FREAK, Gent., Wootton Bassett, Wilts.—*July* 25.

Bankrupts.

TUESDAY, *Sept.* 22, 1857.

ALLEN, DAVID JOHN, Draper, Carmarthen. *Pet.* Sept. 7. Oct. 5 and Nov. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Sale, Worthington, & Shipman, Manchester; or Leman & Humphrys, Baldwin-st., Bristol.

ARNOLD, HENRY, & HENRY JOHN ARNOLD, Cheese Factors, Uttoxeter, Staffordshire. *Pet.* Sept. 21. Oct. 5 and 26, at 12.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Welby & Flint, Uttoxeter; or James, Birmingham.

CONYER, WILLIAM, & JOSEPH CONYER, Shoddy-dealers, Dewsbury, Yorkshire. *Pet.* Sept. 17. Oct. 9 and 30, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Scholes & Son, Dewsbury; or Bond & Barwick, Leeds.

DANIELL, THOMAS BLARER, Founder and Ironmonger, 71A High-st., Poplar, Middlesex. *Pet.* Sept. 18. Oct. 2, at 12.30, and Oct. 27, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Moss, 23 Moorgate-st.

SAUNDERS, JAMES, Miller, Thurlton, Norfolk. *Pet.* Sept. 9. Oct. 2, at 11, and Nov. 4, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Aldridge & Bromley, 1 South-sq., Gray's-inn; or Copeman & Sons, Loddon, Norfolk.

WHITTELL, HENRY, Boot and Shoe Maker, Leamington Priors, Warwickshire. *Pet.* Sept. 11. Oct. 9, at 10, and Oct. 22, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Pool, Kenilworth; or Hodgson & Allen, Birmingham.

FRIDAY, *Sept* 25, 1857.

DAVIES, EVAN, Linendraper, Swansea, Glamorganshire. *Pet.* Sept. 9. Oct. 6 and Nov. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Sturt & Mason, Gresham-st., London; or Bevan & Girling, Bristol.

DORE, THOMAS JAMES, Innkeeper, Stour Provost, Dorset. *Pet.* Sept. 18. Oct. 7, at 11, and Nov. 5, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Venning, Naylor, & Robins, Tokenhouse-yd.; or Sevyer, Shaftesbury.

GARNISS, THOMAS, Tailor, Victoria-st., Gt. Grimsby, Lincolnshire. *Pet.* Sept. 23. Oct. 14 and Nov. 18, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Preston, Hull.

LAMBERT, RICHARD SYDNEY, Dealer in Manure, Prince-st., Bristol. *Pet.* Sept. 22. Oct. 6 and Nov. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry, London; or Bevan & Girling, Small-st., Bristol.

MOSS, MONTAGUE, Fruiterer, Borough-market, Surrey. *Pet.* Sept. 18. Oct. 6, at 2, and Nov. 3, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Gant, 37 Nicholas-la., King William-st.

NAZER, DANIEL, Hatter, Snargate-st., Dover. *Pet.* Sept. 15. Oct. 7, at 12, and Nov. 10, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Murray, London-st., Fenchurch-st.

REES, WILLIAM, Bookseller, Glastonbury, Somersetshire. *Pet.* Sept. 24. Oct. 8 and Nov. 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bulleid, Glastonbury; or Abbott & Lucas, Bristol.

ROBERSON, ISAIAH, Bootmaker, Upper Sydenham, Kent. *Pet.* Sept. 24. Oct. 7, at 12, and Nov. 5, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* A. & W. Bristow, Greenwich.

SAVAGE, WILLIAM, Berlin Wool and China Dealer, Winchester. *Pet.* Sept. 23. Oct. 10, at 12.30, and Nov. 10, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

WOOLLISCROFT, JOHN, Corn-dealer, Leek, Staffordshire. *Pet.* Sept. 12. Oct. 5 and 30, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Richardson & Sadler, Old Jewry-chambers, London; or Southall & Nelson, Birmingham.

WRIGHT, THOMAS, Wine and Spirit Merchant, Wainfleet, Lincolnshire. *Pet.* Sept. 16. Oct. 14 and Nov. 18, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Merrifield, Wainfleet; or England & Saxelbye, Kingston-upon-Hull.

BANKRUPTCY ANNULLED.

FRIDAY, *Sept.* 25, 1857.

BLACKBURN, SAMUEL, & EDWIN BLACKBURN, Cloth Manufacturers, Little Gomersal, Yorkshire. Sept. 21.

MEETINGS.

TUESDAY, *Sept.* 22, 1857.

ALLEN, JOHN, & JOSEPH MOORE, Medalists, Birmingham. Oct. 22, at 11.30; Birmingham. *Com.* Balguy. *Dir.*

BENTLEY, JOHN, CHARLES DEAR, & JOHN JAMES MALLCOTT RICHARDSON, Warehousemen, Cheapside. Oct. 15, at 1; Basinghall-st. *Com.* Evans. *Dir.* sep. est. J. Bentley.

CLARK, HENRY, Ribbon Manufacturer, Nuneaton, Warwickshire. Oct. 23, at 11.30; Birmingham. *Com.* Balguy. *Dir.*

DAVIS, WILLIAM, & WILLIAM HENRY DAVIS, Drapers, Haverfordwest. Oct. 30, at 11; Bristol. *Com.* Hill. *Dir.*

HAIR, JOHN, Ship and Insurance Broker, Newcastle-upon-Tyne. Oct. 14, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Dir.*

HUNTER, SAMUEL, Gateshead, Durham, & NICHOLAS HUNTER, Hartlepool, Durham, Anchor Manufacturers at Hartlepool, Durham. Oct. 15, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Dir.*

INCE, JOHN, Surgeon and Apothecary, Eaton-ter., Pimlico. *Pet.* Sept. 29, 1856. Oct. 15, at 11; Basinghall-st. *Com.* Evans. *Last Ex.*

JONES, WALLACE ALFRED, Teadealer, 7 Rose-ter., West Brompton. Oct. 15, at 11; Basinghall-st. *Com.* Evans. *Dir.*

MOODY, CHARLES, Saw and File Maker, 128 Queen-st., Portsea. Oct. 15 at 2; Basinghall-st. *Com.* Evans. *Dir.*

PARR, JOHN, Woollendraper, Wolverhampton, Staffordshire. Oct. 5, at 10 30; Birmingham. *Com.* Balguy. *Dir.*

SAUNDERS, WILLIAM HENRY, Wine Merchant, Cardiff. Oct. 22, at 11; Bristol. *Com.* Hill. *Final Div.*

STRANGE, EDWARD, Draper, Swindon, Wilts. Oct. 22, at 11; Bristol. *Com.* Hill. *Div.*

FRIDAY, *Sept.* 25, 1857.

BROUGHTON, CHARLES WORTERS, Tailor, 16 Southampton-st., Covent-gdn. Oct. 16, at 11; Basinghall-st. *Com.* Fane. *Div.*

BROWN, JOHN HUNTER, Rope Manufacturer, Sunderland, Durham. Oct. 16, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

BRUCE, JOSEPH, Grocer, Yarmouth, Isle of Wight. Oct. 19, at 12; Basinghall-st. *Com.* Evans. *Div.*

BUSHER, JOHN, Livery Stable Keeper, 34 New Bond-st. Oct. 16, at 12.30; Basinghall-st. *Com.* Fane. *Div.*

COMELEY, WILLIAM, sen., Brick Maker, Tipton, Staffordshire. Oct. 19, at 10; Birmingham. *Com.* Balguy. *Div.*

DUCKWORTH, WILLIAM, Cotton Manufacturer, Primrose Mill, Church, near Accrington, and of Lumb-in-Rossendale, Lancashire. Oct. 23, at 12; Manchester. *Com.* Skirrow. *Div.*

ELSAM, EDWARD, Merchant, Liverpool; and at Bombay in copartnership with Henry Boothby Elsam (Elsam & Brother). Oct. 15, at 11; Liverpool. *Com.* Stevenson. *Dir.*

FIRMSTON, THOMAS, Builder, Shrewsbury, Salop. Oct. 23, at 11.30; Birmingham. *Com.* Balguy. *Dir.*

GREENHILL, ARTHUR, Baker, Harrow-on-the-Hill, Middlesex. Oct. 19, at 1; Basinghall-st. *Com.* Evans. *Dir.*

GREGORY, JOHN, Wholesale and Retail Oilman, High-st., Southwark. Oct. 17, at 10.30; Basinghall-st. *Com.* Fane. *Div.*

HINTON, ALFRED, Druggist, Birmingham. Oct. 19, at 10; Birmingham. *Com.* Balguy. *Dir.*

HOLDEN, JOHN, Cotton Spinner, Belmont, Bolton-le-Moors, Lancashire. Oct. 16, at 12; Manchester. *Com.* Jemmett. *Div.*

JONES, THOMAS, General-shopkeeper, Aberavon, Cwmavon, Glamorganshire. Oct. 22, at 11; Bristol. *Com.* Hill. *Dir.*

LEWTON, CHARLES, Publican and Butcher, Maestag, Glamorganshire. Oct. 6, at 11; Bristol. *Last Ex.*

MARSHALL, THOMAS, Boot and Shoe Maker, Hartlepool, Durham. Oct. 8, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By Adj.* from Aug. 27) *Last Ex.*

OBBARD, ROBERT HENRY, Lead Merchant and Glass-cutter, 68 Old-st.-rd., Shoreditch. Oct. 17, at 11; Basinghall-st. *Com.* Fane. *Div.*

PIPER, JOSEPH, Furnishing Ironmonger, 92 High-st., and 4 Spencer-st., Shoreditch. Oct. 16, at 1; Basinghall-st. *Com.* Fane. *Div.*

RUST, ALFRED, Hosier, 32 Hedge-row, Islington-green. Oct. 16, at 1; Basinghall-st. *Com.* Fane. *Div.*

STAINTON, SAMUEL, Licensed Victualler, Birmingham. Oct. 19, at 10; Birmingham. *Com.* Balguy. *Dir.*

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. Oct. 17, at 10; Basinghall-st, *Com.* Fane. *Div.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Sept.* 22, 1857.

BOOTH, WILLIAM, Machine Sawyer and Timber Merchant, City Central Saw Mills, 198 Upper Whitecross-st., St. Luke's. Oct. 15, at 12; Basinghall-st.

CLAYTON, THOMAS, & THOMAS SANDERS, Slaters and Plasterers, Liverpool. Oct. 15, at 11; Liverpool.

DAVIS, WILLIAM, & WILLIAM HENRY DAVIS (William Davis & Son), Drapers, Haverfordwest. Oct. 23, at 11; Bristol.

HOLDEN, JOHN, Cottonspinner, Belmont, Bolton-le-Moors, Lancashire. Oct. 16, at 12; Manchester.

JONES, WALLACE ALFRED, Teadealer, 7 Rose-ter., West Brompton. Oct. 15, at 11; Basinghall-st.

LYON, WILLIAM, Butcher, Guildford, Surrey. Oct. 13, at 2; Basinghall-st.

MIDDLEWOOD, WILLIAM, & WILLIAM ANDERSON, Joiners and Builders, Greenhays, Manchester. Oct. 14, at 12; Manchester.

TAYLER, WILLIAM JAMES, Upholsterer, 1 Albion-ter., De Beauvoir-sq., Kingsland. Oct. 15, at 1; Basinghall-st.

WOLSTENCROFT, HENRY SEPTIMUS, Logwood Grinder, Middleton, Lancashire. Oct. 15, at 12; Manchester.

FRIDAY, *Sept.* 25, 1857.

BANYARD, JOHN, Brewer and Licensed Victualler, Royal Sovereign Inn, Shorcham, Sussex. Oct. 17, at 12; Basinghall-st.

BLACKMAN, WILLIAM, Licensed Victualler, Railway Tavern, Northfleet, Kent. Oct. 16, at 1.30; Basinghall-st.

BUNNY, HENRY, Brickmaker, Newbury, Berks. Oct. 17, at 12.30; Basinghall-st.

BUSHER, JOHN, Livery-stable-keeper, 34 New Bond-st. Oct. 16, at 12.30; Basinghall-st.

DANIEL, GEORGE WYTHE, Hotel and Boarding-house-keeper, Harts, Woodford, Essex. Oct. 16, at 12.30; Basinghall-st.

DICKSON, JOHN, Warehouseman, 48 Bread-st. Oct. 19, at 2; Basinghall-st.

DUVALL, CHARLES, Provision Merchant, 9 Crosby-row, Walworth-rd., and Queen's-bldgs., Knightsbridge. Oct. 16, at 1.30; Basinghall-st.

EDGAR, JAMES, Draper, Bury St. Edmunds, Suffolk. Oct. 16, at 12; Basinghall-st.

FLEMING, THOMAS, Merchant and Commission Agent, Liverpool. Oct. 16, at 11; Liverpool.

HAWKES, THOMAS, formerly of Dudley, Worcestershire, Glass Manufacturer; of Liverpool, Merchant; and of Garston, Lancashire, Salt Manufacturer; and of Paddington, Middlesex. Oct. 19, at 2; Basinghall-st.

HOLLAND, HENRY, Builder, Leyland, Lancashire. Oct. 16, at 12; Manchester.

JONES, WILLIAM WILLIAM, Shipbuilder, Portmadoc, Carnarvon. Oct. 16, at 11; Liverpool.

LIDBETTER, WILLIAM HENRY, Corn and Hop Dealer, Tonbridge Wells, Kent. Oct. 16, at 1.30; Basinghall-st.

MACKAY, HUGH, & WILLIAM BISHTON DAVIES, Shipwrights, Liverpool. Oct. 19, at 11; Liverpool. On application of Hugh Mackay.

MOLYNEUX, SAMUEL, Mill Sawyer and Wood Dealer, Oliver's-yd., City-rd. Oct. 16, at 2; Basinghall-st.

OBBARD, ROBERT HENRY, Lead Merchant and Glass-cutter, 68 Old-st.-rd., Shoreditch. Oct. 17, at 11; Basinghall-st.

PIPER, JOSEPH, Furnishing Ironmonger, 72 High-st., and 4 Spencer-st., Shoreditch. Oct. 16, at 1; Basinghall-st.

RUST, ALFRED, Hosier, 32 Hedge-row, Islington-green. Oct. 16, at 1; Basinghall-st.

SEXBY, JOHN, Builder, 62 Vauxhall-walk, Lambeth. Oct. 16, at 2; Basinghall-st.

WALLINGTON, WILLIAM FORD, Tailor, Oxford. Oct. 17, at 12.30; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

FRIDAY, *Sept.* 25, 1857.

HILL, JOSEPH, Cordwainer, Chester. Sept. 18, 2nd class; subject to a suspension of three months from Sept. 14.

JONES, THOMAS, General-shop-keeper, Aberavon, Cwmavon, Glamorganshire. Sept. 21, 2nd class; after a suspension of six calendar months from Sept. 21.

MERCER, CHARLES CULLEN, Builder, Margate, Kent. Sept. 19, 2nd class.

PINCOTT, WILLIAM EBENEZER, Wholesale Teadealer, Cardiff, Glamorganshire. Sept. 15, 3rd class; after a suspension of three calendar months from Sept. 15.

RENNISON, FRANK, Merchant, 21 Milk-st., Cheapside, and keeping a Day School at 8 Matson-ter., Kingsland-rd. Sept. 18, 3rd class.

SIMPSON, HENRY, Butcher, Ipswich, Suffolk. Sept. 15, 3rd class.

STAPLETON, WILLIAM, Contractor, 15 Wharf, Paddington. Sept. 17, 2nd class; after three months' suspension.

Assignments for Benefit of Creditors.

TUESDAY, *Sept.* 22, 1857.

ALLEN, GEORGE, Woollendraper and Tailor, Chesterfield, Derbyshire. Sept. 17. *Trustees*, G. Wilcockson, Pawnbroker, Chesterfield; E. Barnes, Printer, Chesterfield. *Sol.* Cutts, Chesterfield, and Gray's-inn, London.

MILLER, WILLIAM, Hosier, Castle-gate, Nottingham. Sept. 1. *Trustees*, W. Jackson, Commission Agent, Castle-gate, Nottingham; G. Levick, Peter-gate, Nottingham. *Sol.* Cann, Nottingham.

SPRECKLEY, EDWARD, & JOHN ROSS, Drapers, Weymouth, Dorsetshire. Sept. 4. *Trustees*, J. Howell, Warehouseman, St. Paul's-churchyard; F. Dennant, Warehouseman, Aldermanbury. *Sols.* Parker & Lee, 18 St. Paul's-churchyard.

FRIDAY, *Sept.* 25, 1857.

BROWN, JOSEPH, Eating-house-keeper, Bridlesmith-gate, Nottingham. Aug. 31. *Trustees*, W. Burgass, Coal Merchant, Nottingham; C. Perry, Brewer, Nottingham. *Sol.* Shelton, Angel-row, Nottingham.

BRUFORD, FRANCIS, & SAMUEL DYER, Merchants, Bristol. Aug. 26. *Trustee*, G. Thomas, Accountant, Bristol. *Sol.* Brittan, Bristol.

BRUFORD, FRANCIS, Merchant, Bristol. Aug. 26. *Trustee*, G. Thomas, Accountant, Bristol. *Sol.* Brittan, Bristol.

BRUFORD, FRANCIS, & SAMUEL DYER, both of Bristol, IGNATIUS DAVIS, Barnstaple, Devon, & FERDINAND BERSTON, Ross, Herefordshire, Merchants and Shipowners. Sept. 8. *Trustees*, W. H. Harford, G. O. Edwards, W. G. Coles, & J. Bates, Bankers; J. G. Shaw, T. Chope, & J. Wood, Merchants, all of Bristol. *Sol.* Prichard, 12 Corn-st., Bristol.

DAVENPORT, JAMES, Saw Manufacturer, Sheffield. Sept. 1. *Trustees*, J. Raynor, Book-keeper, Sheffield; C. Birchall, Accountant, Sheffield. *Sol.* Patteson, 18 Bank-st., Sheffield.

DONNE, PHILLIP, Draper, Ivor-st., Dowlais, Glamorganshire. Sep. 7. *Trustees*, C. Bird, Merchant, Manchester; C. Marklove, Provision Merchant, Cardiff, Glamorganshire. *Sol.* Shipman, Manchester.

DYER, SAMUEL, Merchant, Bristol. Aug. 26. *Trustee*, G. Thomas, Accountant, Bristol. *Sol.* Brittan, Bristol.

GURD, HENRY, Woollen Draper, Landport, Southampton. Sep. 5. *Trustees*, R. Southall, King-st., Joseph Hanson, Aldermanbury, Warehousemen, London. *Sols.* Mason & Sturt, 7 Gresham-st.

JONES, THOMAS, & JOHN BESSEM MOORE, Soap Manufacturers, Bristol. Sep. 8. *Trustees*, W. G. Coles, & G. O. Edwards, Bankers, Bristol. *Sols.* Brittan & Son, Small-st., Bristol.

KENT, HENRY, Builder, Saint James's-end, Duston, Northamptonshire. Sep. 1. *Trustees*, W. Hill, Timber Merchant, Hardingstone, Northamptonshire; R. E. Greenough, Merchant, Northampton; G. Bass, Watchmaker, Northampton. *Sol.* Scriven, 4 Derngate, Northampton.

NASH, JOSEPH, Innkeeper, Gainsborough, Lincolnshire. Aug. 24. *Trustees*, W. Graham, Distiller, 114 St. John-st., Clerkenwell; D. Hart, Wine Merchant, Trinity-sq., Tower-hill; J. Laughton, Wharfinger, Gainsborough. *Sol.* Burley, 2 Suffolk-lane, London.

SIMES, CHARLES EDWARD, Draper, 6 Stockwell-ter., Clapham-rd. Sept. 8. *Trustees*, S. Wreford, Warehouseman, Aldermanbury; N. Mason, Warehouseman, Wood-st. *Sols.* Mason & Sturt, 7 Gresham-st.

WIGHTMAN, JESSE, Grocer and Draper, Framlingham, Suffolk. Sept. 18. *Trustees*, H. Garrard, Grocer, Framlingham; J. Hart, Grocer, Framlingham. *Sol.* Clubbe, Framlingham.

WILLIAMS, WILLIAM, & EDWARD WILLIAMS, Builders, Bangor, Carnarvonshire. Sept. 9. *Trustees*, R. Davies, Timber Merchant, Menai-bridge, Anglesey; J. H. L. Hall, Gent., Bangor. *Sol.* Roberts, Bangor.

Professional Partnerships Dissolved.

TUESDAY, *Sept.* 22, 1857.

ARMSTRONG, WILLIAM MATTHEW, & HENRY PHILLIPS, Attorneys and Solicitors, 2 Guildhall-chambers, Basinghall-st.; by mutual consent. June 18.

MOUNSEY, GEORGE, & DANIEL M'ALPIN, Attorneys, Solicitors, and Conveyancers, Carlisle; by mutual consent. Debts due to or from the said firm will be received or paid by either. Sept. 17.

SCHOLEY, JOHN, JOHN MARSDEN, & PHILIP GEORGE SKIPWORTH, Attorneys-at-Law, Solicitors, and Conveyancers, Wakefield, Yorkshire; by mutual consent, as from Aug. 15.

Creditor under Estates in Chancery.

FRIDAY, *Sept.* 25, 1857.

BAKER, JOHN (who died intestate on June 28, 1853), General Dealer, late of Ringwood, Hants. Creditors and incumbrancers to come in and prove their claims on or before Nov. 18, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Company.

TUESDAY, *Sept.* 22, 1857.

LONDON AND EASTERN BANKING CORPORATION.—V. C. Wood has appointed Sept. 28, at 12, at the White Horse Inn, Ipswich, for hearing the petition for winding up this Company, in lieu of Sept. 21.

Scotch Sequestrations.

FRIDAY, *Sept.* 25, 1857.

MILL, ALEXANDER, Merchant and Perfumer, Montrose, now of Glasgow. Oct. 1, at 11, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 21.

SIMPSON, JOHN, *alias* JOHN DOBBIE SIMPSON, Slater, Anderston, Glasgow. Sept. 29, at 2, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 21.

To Subscribers.—*Subscribers desiring to receive their copies* post free *are requested to forward the amount of their subscription* (£2 8*s. for the first year, including the* Weekly Reporter *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* Mr. William Shaen.

To Non-Subscribers.—*Gentlemen who desire to be supplied with the future numbers of this paper are requested to send their orders to the Office of the Company,* 13, *Carey-street, Lincoln's Inn, London, W. C.*

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

A Subscriber *is referred to No.* 24, *page* 539, *of the Journal for the Order as to closing the Accountant-General's Office.*

THE SOLICITORS' JOURNAL.

LONDON, OCTOBER 3, 1857.

ARBITRATION FEES.

The letter which we published in our last number, from Mr. Case, of Maidstone, will probably have directed the attention of many of our readers to the unsatisfactory principle on which the fees of arbitrators are commonly settled. We do not wish to enter into the particulars of the case referred to, as we have scarcely sufficient means of judging of the amount of trouble which the reference may have entailed. So far, however, as we can form an opinion, we certainly see no reason for supposing that the sum allowed to the arbitrators on taxation was not a fair recompense for their services. We are not of those who think that arbitrators, or any other persons selected for a difficult and responsible task, ought to be remunerated with a grudging hand; and whether engineers, or barristers, or solicitors be employed, they have a right to look for at least a good average day's earnings as the pay for a day's work. Nor do we doubt that our correspondent would have been, in his own case, quite willing to submit to charges fairly regulated by this principle. It would be very bad economy to refer a dispute to a cheap and incompetent tribunal; and when eminent engineers or Queen's counsel are thought necessary to decide a matter of difficulty, we are quite sure that no one in the profession will be reluctant to allow them such reasonable fees as shall be a fair, and even a liberal, remuneration for their time and labour. But what we do protest against is, the system under which arbitrators have been hitherto allowed to fix their own fees, with scarcely any guide from custom, and without any restraint from the law. The Maidstone Case is now a precedent for the taxation of arbitrators' fees, whatever may be the dignity of the gentlemen engaged, or their supposed professional immunity from the interference of the taxing-master. Probably the principle on which the judges acted was, that an arbitrator, who is entitled to withhold his award until his fees are paid, cannot claim the same honorary privileges as are allowed to counsel in their ordinary business, in which they have no legal power of recovering their fees at all. But, whatever may have been the reasoning which induced the Court to make an order for taxation, we hope that the case will lead to some action on the part of the profession by which a proper scale of fees may be settled. It is not desirable to have every arbitration case brought to the tribunal of the taxing-master; and there seems really to be no great difficulty in arranging a sort of model scale of fees, which would prove a sufficient guide in the majority of cases. Whether the judges would take upon themselves the task of suggesting a rule for general guidance may be doubtful; but there is no reason why something of the kind should not be done by a common understanding in the profession. It would be easy to frame a general scheme which would supply the absence of any definite or recognised custom in the matter. It is quite well settled what is the proper fee to counsel for a multitude of strictly professional pieces of business. Why should there not be an equally well understood rule to determine the fees which are to be given when they or other persons act as arbitrators? It is true that, in the last case, the fee, instead of being marked by the solicitor, is fixed by the arbitrator himself; but a similar observation may be made of a great deal of conveyancing and other business, and we do not hear of much difficulty arising in consequence. All that is necessary is, that the scale should be regulated by acknowledged usage rather than by arbitrary discretion in each case; and as there does not seem to be any approach to universal agreement as to what the usage is, the sooner the profession can agree to promulgate their views of what it ought to be the better. Any attempt to lay down rigid rules to provide for every possible circumstance would be absurd; but some general principle, sufficient to serve as a guide in the majority of instances, might, we think, without much trouble, be determined on.

One thing, however, is certain, that even when the fees are kept within reasonable bounds, arbitration is a far more costly mode of settling most disputes than a regular trial. There is about the same expense in getting up the case on either side; and, besides all that, there is a tribunal to pay in place of one provided at the cost of the country.

The extreme uncertainty of the sittings of arbitrators, if they chance to be men of any considerable business, and the perpetual interruptions after meetings long enough to introduce the subject, and altogether useless so far as actual progress is concerned, are still more serious objections to references in general. It is impossible, no doubt, to dispense altogether with this private forum; but the fact that it is to any considerable extent resorted to is always a reproach to the regular courts of the country, and sometimes an argument of the lack of prudence on the part of suitors. If the machinery of the courts were enlarged, and adapted for conveniently entertaining and disposing of all kinds of questions, the incidental costs of litigation would, in most cases, be less than those of a reference; and although there may be some questions which cannot very well be gone into satisfactorily before a jury, we believe that the frequency of arbitrations might be greatly lessened by attaching to the courts of law some more suitable machinery for the investigation of complex and tedious matters, which are now almost invariably referred. That any improvement in this direction will add to the credit as well as to the efficiency of the regular courts would be too much to expect. It is precisely because it investigates so many details, and does so much work of the same heavy kind that commonly occurs in arbitration cases, that the Court of Chancery is still the object of opprobrium for its supposed delays. The New York lawyers appreciated the character of complicated business so well, that they maintained the reputation of their courts for rapidity by sending everything that required any expenditure of time to be decided by a reference. To some extent, the same thing is done here; and modern legislation has tended still more to extend the practice of arbitration. For ourselves, we regard it as a very questionable expedient, which ought to be discouraged as much as possible; and though it must be resorted to in exceptional cases, there is no reason why the evils incidental to it should be aggravated by the absence of any recognised rule as to arbitrators' fees.

THE INNS OF CHANCERY.

When the Royal Commissioners were appointed, in 1854, to report on the existing arrangements for promoting the study of law and jurisprudence, they were instructed to direct their inquiries not only to the Inns of Court, but to the Inns of Chancery. They accordingly sent a circular to the officials of those institutions, and collected information sufficient to enable them to understand the position which the Inns of Chancery now occupy. It appears from the evidence published in the Report of the Commission, that originally the Inns of Chancery were auxiliary to the Inns of Court, and that barristers, attorneys, and solicitors were, without distinction, comprised among their members, and subsequently admitted to practise by their sanction. In the time of Philip and Mary, the privilege of the Inns of Chancery to call their members to the bar was abated, and it was further curtailed in the time of Elizabeth. In the time of Charles I., the Inns of Court assumed the sole privilege of calling to the bar, and refused to admit any attorney or solicitor among their members. Until the time of Queen Anne, the Courts of Common Law required that attorneys and solicitors, in order to be admitted on the Rolls, should belong to an Inn of Chancery; but after that reign this has not been exacted, and the Inns of Chancery are now nothing more than private societies composed of members of the legal profession, and enjoying the benefit of a certain amount of property held in trust for them. As these Inns are therefore, at the present day, entirely unconnected with legal studies, there exist in them no arrangements for instruction or assistance in learning the law. There are no libraries and no lectures. But in some of these Inns there was for a very long time a provision made for instruction, and Readers were sent from the Inns of Court to teach the students. At New Inn, more especially, it is only within a very few years that the Middle Temple has discontinued to hold readings in the Hall. As, therefore, there exist for solicitors a set of Inns which at one time closely resembled the Inns of Court, which have a local propinquity to the sites of the Inns of Court, and which long received from the Inns of Court some kind of legal instruction, it has repeatedly been proposed to make them answer the same purpose for solicitors that the Inns of Court fulfil for the bar. In 1846, the Commissioners appointed by the House of Commons to inquire into the state of legal education reported that, if possible, it would be desirable that the Inns of Chancery should be aggregated into a Solicitors' Law College, under the direction of members of their own body, and having, like the Inns of Court, the judges as their visitors. The Commissioners of 1854 received suggestions to the same effect. The notion is, indeed, a very obvious one, and its very obviousness may perhaps make it reasonable to suppose that some good ground exists why it has not been acted on.

There are certainly very strong reasons why the Inns of Chancery have not been, and are not likely to be, made into a Solicitors' College. In the first place, they are to a great extent in the hands of private individuals, who buy and sell the property in very nearly the same way as if it were not connected with any institution. They are not corporate bodies, nor are they subject to any trusts for public instruction. It would, therefore, require a purchase of existing interests to get the Inns into the hands of a College; and the purchase would be a very doubtful investment of the sum requisite for the purpose. It is difficult, also, to see on what ground a compulsory sale of these interests could be justified. In the next place, the Incorporated Law Society answers the objects to be attained by the establishment of a Solicitors' College too nearly to give any probability of success if it were attempted to set a new institution on foot. The Commissioners of 1854, therefore, reported that they did not see anything in the position and constitution of the Inns of Chancery which would connect them with the study of law and jurisprudence. These Inns have, in short, so far as legal education is concerned, an antiquarian, not a practical interest.

But it very often happens that, in the changes and revolutions of society, institutions which have long lost their original shape, and almost passed away, and which it would be pedantic and foolish to think of reviving, have yet a value from the light which they throw on the best method of meeting the novel exigencies of a very different era. The County Courts have really nothing to do with the leets and tourns of the Saxon constitution, and yet these local courts served as a historical starting point and as useful guides in the erection of the district tribunals of the nineteenth century. So, too, without any wish to see the existing Inns of Chancery made into a Solicitors' College, we may look to these institutions for hints when we desire to devise some means of responding to the necessity for a widened professional education, and of making this education common to the two branches of the profession. In our number of last week we stated our reasons for believing that it would be very advantageous if this participation in a certain portion of professional education could be effected. We now refer to the history of the Inns of Chancery, as suggesting a mode of accomplishing this object.

So far as these Inns were ever connected with education, or ever brought the two branches of the profession into communication, they were stamped with two distinguishing features. They were affiliated to some one of the Inns of Court, and they received instruction from the Inn of Court to which they were affiliated. These, then, are the two essential notions—surveillance on the one hand, and instruction on the other. The students were to show that they were fit persons to be members of a particular body, and were then to be helped in their studies. Practically, these notions were very faintly and imperfectly realised, but still they lay at the bottom of the relations between the two species of Inns. It seems to us that here is exactly what is wanted. Solicitors may reasonably ask that they shall be permitted to attend the instruction given by the Inns of Court in the higher branches of the law. The Benchers of the Inns may reasonably ask that the applicants shall show their fitness to be admitted. It can scarcely be said that the mere fact that a young man is an articled clerk establishes this fitness. Why should he not be called on to prove it? Why should not applicants be made to pass a preliminary examination showing that they had received a liberal education? Without such an education it is absurd to attempt to gain an acquaintance with the principles of civil law, of general jurisprudence, and of the history of law. If a solicitor has received such an education, there is no ground for excluding him from attendance at the lectures of the best teachers on those subjects that can be found. No plan could be more easily carried into immediate execution. It would involve no expense, and no creation of anything that does not already exist, except the arrangement of a system of examination. As the examination would be perfectly voluntary, there could be no objection on the part of solicitors that they were compelled to learn what they might think practically useless to them. And as the students thus admitted would have proved their fitness, there could be no objection made by the bar that their lecture-rooms were thrown open to persons not qualified to be found there. The experiment seems to us safe and simple, and yet its ulterior consequences might be great and highly beneficial. For the present we will leave this proposal, which we have been obliged to make rather shortly and nakedly, to the consideration of our readers. In an early number we propose to revert to it, and to discuss more fully the advantages which it seems to us to promise, and the obstacles it might possibly encounter.

Legal News.

LONDON AND EASTERN BANKING COMPANY.

V. C. Sir W. PAGE WOOD held a Court at Ipswich on Monday, at the Great White Horse Hotel, to dispose of a petition praying for a winding-up order in the matter of the London and Eastern Banking Company.

Mr. *Roxburgh* appeared for the petitioners, Dr. Abel Stuart, of West-cottage, South-bank, Regent's-park, and Mr. George Duplex, surgeon, of Torrington-square; Mr. *Glass* and Mr. *Hetherington* appeared to oppose on behalf of a committee of shareholders and other parties; Mr. *Druce* appeared for the Oriental Bank; Mr. *Bovill* for the trustee of an independent shareholder and for the bulk of the Indian shareholders; Mr. *Rodwell* for the Agra and United Service Bank; and Mr. *Bromehead* for Col. Yates.

After considerable discussion as to whether the petition should be heard during the vacation,

The VICE-CHANCELLOR decided—although he remarked that it was a bad precedent—to go on with the case.

Mr. *Roxburgh* was accordingly heard at great length on behalf of the petitioners, whose petition, dated September 3, recited the circumstances under which the company was established, and the nature of the business which it proposed to carry on. This was the ordinary trade of bankers; and it was provided, that the company should in no case purchase any of its own shares, or make any advance to any person on the security of them. The following persons were appointed directors by the deed of settlement:—The Hon. J. C. Erskine, Mr. J. C. Morris, Colonel T. Chadwick, Mr. Robert Griffith, Mr. R. J. Lattey, and Mr. J. E. Stephens; Mr. J. E. Coleman and Mr. G. J. Lyons were appointed auditors; Mr. J. E. Stephens, manager; Mr. J. Black, secretary; and Mr. Curtis and Col. Chadwick, trustees. The capital was £500,000, divided into 5,000 shares of £100 each; and the directors were to publish a correct balance-sheet of the assets and liabilities of the company once at least in every month in the *London Gazette*. Whenever a loss of at least twenty-five per cent. on the capital for the time being paid up had been sustained, it was to be incumbent on the directors to summon an extraordinary general meeting, to consider the propriety of dissolving the company; and whenever a loss of at least seventy-five per cent. on the subscribed capital for the time being had been sustained, any shareholder was empowered to summon a meeting to dissolve the company. The company, having obtained a paid-up capital to the amount of £250,000, commenced business in 1854, the directors being the Hon. C. Erskine, chairman; Mr. J. C. Morris, deputy chairman; Colonel Chadwick, Mr. H. Tendall, Mr. J. E. Stephens, and Colonel Petrie Waugh. Mr. J. E. Stephens was also manager. The petitioners proceeded to allege, that, very shortly after business was commenced, the directors began to make advances to each other out of the capital on insufficient or without any security other than personal, and at a rate of interest considerably lower than would have been paid by other persons. It was also alleged, that the directors advanced to Col. Petrie Waugh £237,000, upon security wholly insufficient to warrant such an advance, even if made *bonâ fide* to a stranger; and upon the realisation of such security the petitioners expressed their belief there would be a loss of £100,000 and upward. The directors, in the last monthly statement which they published of the assets and liabilities of the company, gave the following item:—"East India and Government securities, bills of exchange, treasury and agency drafts, credits, discounts, and cash in hand, 989,925*l.* 14*s.* 4*d.*;" and it was contended that this statement was delusive and untrue, as it did not include the advance of £237,000 made to Col. Waugh. In less than a month after the publication of this statement the bank failed, and the shareholders were, it was alleged, for the first time made acquainted with the alarming state of their affairs, and informed that the liabilities of the company exceeded its assets by £240,000; that not only was the £50 paid up on each share lost, but that, at least, the remaining portion of £50 per share would be required to be paid up. A proposition was made, and assented to by some of the shareholders, that promissory notes should be given for the remaining £50 per share, payable at twelve months' date, and that arrangements should be made with the Oriental Bank for a transfer of the Indian assets and liabilities, guaranteed by the personal security of shareholders. The petitioners, and some other shareholders, refused to adopt the proposition; but the majority of the proprietors assented to it. The petitioners were served with notices, intimating that two calls had been made; and, as they declined to make any payment, Messrs. Oliverson, Lavie, and Peachey, solicitors to the company, informed them that they were instructed to take the necessary proceedings to compel them to do so. The petitioners, believing that the directors had committed great irregularities, and that, if the accounts of the company were taken by the Court, great benefit would result to the shareholders, prayed that an order absolute might be made for the dissolution of the corporation, and that its affairs might be wound up under the provisions of the Joint-Stock Companies Winding-up Acts, 1848 and 1849.

Responsive affidavits by Mr. C. J. F. Stuart, Mr. H. E. Beville, Mr. F. Thynne, Mr. A. F. Arbuthnot, and Mr. S. Smith—gentlemen who have been endeavouring to arrange and settle in the best practicable way the affairs of the company since it ceased its operations—were also read, as were affidavits from the Hon. J. C. Erskine and Col. T. Chadwick, two of the directors. The first affidavits, which were extremely lengthy, recited the proceedings adopted for the settlement of the affairs of the bank, and the part taken by the Oriental Bank in making advances, &c. They stated, *inter alia*, that the debts and liabilities now remaining due to certain Indian banks amounted collectively to about £103,000; that the said Indian banks would forbear to press their claims, provided the present mode of liquidation was continued; that the amount expected to be received from shareholders, in pursuance of the calls made upon them, will, it is believed, be sufficient to discharge in full all the debts and liabilities due to the general public, with the exception of the Indian banks, who would be willing to give time; that the committee of shareholders have caused an action to be brought against the late manager of the bank, to recover £6,000 due; that the committee are prepared to take all such proceedings against the late and present directors or other persons as may in their judgment be calculated to benefit the shareholders at large; that the effect of a winding-up order would be to materially impede the effectual prosecution of these proceedings; that the committee are using all due diligence to realise the assets, and that the appointment of an official manager or any person not having the same opportunities of communicating with India would be seriously detrimental to the interests of the shareholders; that the great body of the shareholders are not desirous that the affairs of the company should be wound up under the Winding-up Act.

The VICE-CHANCELLOR (without calling for replies from the other learned counsel concerned in the case) proceeded to give judgment. His Honour observed, that it was just possible some advantage might result from placing the concern under the control of the Court; but such a course appeared to be opposed to the wishes of the great body of the shareholders. No less than 4,170 shareholders had given their promissory notes for the calls made, and it did not appear that a single creditor had commenced proceedings in order to recover payment of his claims. The only creditors would be the Oriental Bank, and a few other small banks. The matter was, therefore, reduced into the hands of a very few persons, and they would be able to consider the best course for all parties. There were no equities between one set of shareholders as against another, or against any other persons than the directors. The matter would probably be reduced to a quarrel between the directors and the shareholders; and he did not consider it necessary that the expensive machinery of the law should be set in motion by the granting of a winding-up order and the appointment of an official manager, especially as there was no charge of malversation in regard to what was now being done.

Petition dismissed, with costs as regards parties served.

COURT OF BANKRUPTCY. — *Sept.* 16.

(Before Mr. Commissioner HOLROYD).

In re Thomas Hart.

The bankrupt carried on business in Charlotte-street, Blackfriars, and elsewhere, as the London Hat and Cap Company, of which "company" he styled himself "the general manager."

This was a meeting for proof of debts and choice of assignees.

Mr. *Crafter* (Doughty-street) appeared for the petitioning creditor, and Mr. *Elam* (Norton, Son, & Elam) for certain creditors.

Mr. *Elam* proposed Mr. James Morris, of King-street, Cheapside, Draper, and Mr. Benjamin Wilson, of Walbrook-house, London, Plush Importer, as assignees.

Mr. *Crafter* objected to the appointment of Mr. Morris, on the ground that he had had complicated transactions with the bankrupt which required investigation, and that he had compounded with his creditors (*Ex parte Surtees*, 12 Ves. 10).

On being examined, Mr. Morris stated that he had compounded with his creditors for 16*s.* in the pound, and that the composition, though not yet paid, was secured, and the creditors had executed an absolute and unconditional release of their debts.

His Honour refused an application to adjourn the meeting for the production of the release, and confirmed the appointment.

Sept. 25.

In re The London and West of Ireland Fishing and Fishing Manure Company (Limited).

This was a sitting to adjudicate on a petition presented on behalf of Col. Daniel, under the provisions of the Joint-Stock Companies Act, 1856, that an order for winding-up the company in this Court may be made absolute.

On reference to the prospectus of the company, it appears that it was proposed to establish it on the principle of "limited liability," with a capital of £50,000, in 5,000 shares of £10 each. The provisional directors were the Hon. W. Napier, managing director of the Lands Improvement Company, Old Palace-yard, Westminster; Mr. Charles Balfour, 39, St. James's-street, Edinburgh; Mr. Edward Chapman (Messrs. Chapman & Hall), 193, Piccadilly; Lieut.-Colonel French, 8, Duke-street, St. James's, and Galway; Mr. Henry S. Pitcher, Northfleet Dockyard; Mr. W. Pulteney, 55, Lincoln's-inn-fields; Mr. John Shorter, 1, Lawrence Pountney-place, Cannon-street; Mr. Thos. Osborne Stock, Lloyd's, and 18, Austin-friars; Commander Thomas Edward Symonds, R.N. (managing director, resident at Galway); Mr. Thomas Robert Tuffnell, 18, Tokenhouse-yard; Mr. Charles Whiting, Beaufort-house, Strand. Solicitors: Messrs. Vallance & Vallance, 20, Essex-street, Strand. Auditors: Mr. J. E. Coleman, 36, Coleman-street, and Mr. George Cumming, manager of the Kent Mutual Life and Fire Insurance Societies. Brokers: Messrs. Field, Son, & Wood, Warnford-court. Secretary (*ad int.*): Mr. E. Matthews. Offices: 32, Regent-circus, London, and 24, Upper Sackville-street, Dublin. Principal fishing station: Galway.

The petition before the Court set forth, among other things, that the company was provisionally registered about January, 1856; that, on or about the 22nd of September, 1856, the company was duly registered; that the company commenced business with only a portion of the capital paid up; that the directors have made calls of £8 per share; that the company has entirely failed; and that the petitioner verily believes that three-fourths or more of the paid-up capital has been lost or become unavailable, and debts and liabilities to a large amount have been incurred, which the said company is unable to pay and discharge. That no general meeting of the company was held until on or about the 1st of August last (1857), and on the 14th of August last an extraordinary general meeting of the shareholders was held, at which it was proposed that the said company should be wound up voluntarily, and that an official liquidator, with a remuneration of £500 at the least, should be appointed for that purpose. The ground of such proposal was, that the said company was insolvent.

This petition was met by one from Captain Thomas Edward Symonds, the managing director of the company; Mr. William Charles Wryghte, accountant; and Sir John Fox Burgoyne, of the War-office, Pall-mall, Inspector-General of her Majesty's Fortifications, and chairman of the Board of Directors of the above-mentioned company, praying that the company may be allowed to continue to wind up voluntarily.

Mr. *Roxburgh* raised a preliminary objection to the petition—viz. that the company, having resolved to wind up voluntarily, in pursuance of a power given by the Act of Parliament, it was not competent for a contributory to petition to have the company wound up by this Court.

Mr. *Linklater* also objected, and referred to the 105th section of the Joint-Stock Companies Act, 1856, which enacts "that the voluntary winding up of a company shall not prejudice the right of any creditor of the said company to institute proceedings for the purpose of having the same wound up by the Court." He contended, that it was clearly the intention of the Legislature to give such right to a creditor only; and that contributories must be bound by the resolution to wind up voluntarily.

Mr. *Chidley* took the same ground. He further referred to the passing of the special resolution of the company to wind up. The 34th and 64th sections referred to the manner in which such a resolution should be passed; and he contended that their provisions had been sufficiently complied with. It was true that the original resolution was not confirmed until the day after the presentation of the petition to this Court on the part of a contributory; but, by the 64th section, the winding up must be held to commence from the time of the original resolution. The confirmation was only required to bind absent and dissentient shareholders. The 64th section was silent as to confirmation.

The Commissioner.—By the 34th section, it would not be a special resolution unless confirmed.

Mr. *Chidley* urged, that, if all the shareholders were present at the first meeting, confirmation might be unnecessary.

The Commissioner overruled the objections, and said there was still the question whether the Court would exercise its discretion.

Mr. *Lawrance* proceeded to urge that the case before the Court was one of that character. The business had been conducted by the directors in so reckless and improvident a manner as to call for the interference of this Court and due investigation. The company was constituted in October, 1856, and began operations in January, 1857. Although a special resolution was passed that an audit should take place every three months, no audit ever took place. The first general meeting of the company was held on the 14th of August. Only fifteen persons were present, mostly directors. The resolution referred to was passed on that occasion. The next meeting was on the 18th of September. There were then only seventeen shareholders present. The total number of shareholders was 131. At the second meeting fifteen only of the shareholders agreed to the resolution of the 14th of August, and these had not seen any accounts. The nominal capital of the company was £50,000, divided into 5,000 shares of £10 each. Only 2,941 shares were, however, he alleged, subscribed for. The directors had been guilty of a gross dereliction of duty in thus beginning business with little more than half the required capital. From the report of Mr. Wryghte, the liquidator, it would appear that 3,532 shares were subscribed for, upon which a call of £8 per share was made. 1,400 shares were thus missing. One of the earliest acts of the company was to award £1,000 to Mr. Henry Vallance, solicitor of the company, and one of its promoters, £400 being applied for calls upon shares; and £1,000 was also voted to Captain Symons, also a promoter. That was before the company had earned a shilling by their operations, or a single step had been taken. The question arose whether this payment ought to have been made out of the capital of the company. The first three acts of the company, in fact, were payments of £50 to Captain Symons, £1,000 to Mr. Vallance, and £1,000 to Capt. Symons.

The Commissioner said that all Mr. *Lawrance* now stated should have been in the petition if he intended to rely upon it. General allegations of fraud or mismanagement could not be urged in this form.

Mr. *Lawrance* contended, that he had surely a right to refer to statements that appeared in the books of the company, and that such statements might hereafter be introduced into the petition. It was not until yesterday that he had access to the company's books. It had not, therefore, been possible to introduce that which they showed into the petition. He contended, that the fact of the company having lost three-fourths of its capital was sufficient for his purpose. The Legislature said, that he was entitled to his petition when three-fourths of the capital had become lost or unavailable.

Mr. *Roxburgh.*—That is not the case.

Mr. *Lawrance* continued to urge that he was not bound to allege gross misconduct on the part of the directors. Suppose that three-fourths of the paid-up capital had not been lost, then he could not be heard at all. This was, in fact, all that he was required to establish. If the Court, however, desired that the petition should contain other matter, it would grant an adjournment to allow him to amend.

The Commissioner thought this was the proper course. Admitting that it had been established that three-fourths of the capital had been lost, he thought, after what had taken place in respect to the voluntary order for winding up, that he ought not to adjudicate at present. It was the first case of the kind that had come before the Court, and therefore some latitude should be given to amend the petition.

Mr. *Roxburgh.*—The petitioner is the holder of only twenty-five shares. I represent the holders of 1,012 shares. The petitioner is the only dissentient to the voluntary winding up, and the petition is unreasonable.

The Commissioner.—That I cannot say until I know the allegations.

Mr. *Roxburgh* observed, that the Court of Chancery had invariably refused a winding-up order on the ground of misconduct on the part of directors; he referred, of course, to other than criminal misconduct. Why should the shareholders have

greater benefit here? One shareholder might draw the whole company into litigation if such a course were allowed. Unless some special equitable ground could be shown, he submitted that the petition must be dismissed. The proper remedy of the shareholder was to file a bill in Chancery. If he then failed, he would pay the penalty.

Mr. *Linklater* urged that it would be conceding an indulgence to Col. Daniel to allow him to amend. He knew what would be required in any petition, and he ought to have been prepared. The liquidator under the voluntary order had paid claims to the amount of £3,500. The debts remaining unpaid were only £2,700, and they would be discharged to-morrow if this petition were now refused. There was no reasonable ground for the interference of this Court. In any case the Court would allow the right to amend without prejudice to the rights of the liquidator.

The Commissioner.—The 19th section provides for any difficulty of that kind.

Mr. *Chidley* also urged the dismissal of the petition.

The Commissioner said, there would be an adjournment to amend. The adjournment must not, however, be understood as a precedent. The question of costs must abide the result. There was no imputation upon the liquidator appointed under the voluntary winding up. He could continue, therefore, to perform all necessary duties.

An adjournment was then ordered.

Wednesday morning was appointed for settling the terms of the order; but Mr. *Lawrance* said that Colonel Daniel, having ascertained that the great bulk of the shareholders were in favour of a voluntary winding up, had, in deference to their wishes, requested him to withdraw from the petition. Having regard to the strong opinion expressed by V. C. *Wood* in the matter of the London and Eastern Bank as to the advisability of giving weight to the opinion of the majority of shareholders, he thought the petition should be dismissed; and if that was done now, it would immediately give vitality to the resolutions passed on the 14th of August and the 15th of September appointing a liquidator.

Mr. *Vallance* said, although, as stated by Mr. *Lawrance*, it appeared by the minute-book only fourteen or fifteen shareholders attended each meeting, it was because the directors held a large number of proxies. Circulars were sent round explaining the object of each meeting, and they always passed off unanimously, without one dissentient shareholder. The directors even now would be glad of the co-operation of Colonel Daniel, or any other dissentient shareholder in the winding-up of the company. When the resolution for voluntary winding up was made, the liabilities were £6,000, and the liquidator advanced half of that amount out of his own funds to pay off the debts, and nearly all the remaining creditors approved of the acts of the directors, and expressed their opposition to the bankruptcy proceedings. The directors would court inquiries into their conduct and accounts when the proper time arrived.

The Commissioner, in dismissing the petition, said if proper means were taken to get the contributories together, and they stopped away, that could not be urged against the resolutions passed by those who chose to attend. Such resolutions must be considered as those of the contributories.

The petition was dismissed.

Mr. R. H. Harrison, a bencher of the Inner Temple, and who was called to the bar in 1815, died on Monday last.

We regret to have to announce the death of Wm. Mackworth Praed, Esq., judge of the county court of the district in which Plymouth and Devonport are included, who expired at the New London Inn, Exeter, on the 25th ult.

The Right Hon. James Stuart Wortley, M.P., has left Carlton-gardens for Italy, for the winter.

The auditor's account of the election expenses incurred by Mr C. A. Moody and Mr. W. H. P. Gore Langton, the sitting members for the western division of the county of Somerset, shows that 79*l.* 10*s.* was expended by the former and 881*l.* 2*s.* 5*d* by Mr. Langton. In the eastern division the total expenses of Mr. Miles are set down at 157*l.* 2*s.* and those of Mr. Knatchbull at 145*l.* 7*s.*

In the Lambeth County Court on Monday week, an action was brought by a lodging-house keeper at Brixton, named Hughes, to recover the amount of a fortnight's rent and a dinner provided for the defendant, an officer in the East India Company's service, named Lawrance. It appeared that the defendant had taken apartments at the plaintiff's house, and ordered a dinner to be provided, but afterwards wrote a letter declining the apartments. It was pleaded by the solicitor for the defendant (Mr. Ody) that the plaintiff was precluded by the Statute of Frauds from recovering the rent under the circumstances. His Honour said the Statute of Frauds was the cause of more frauds being perpetrated than it had ever prevented, and gave a verdict for the amount of the dinner only.

On Thursday a sale of considerable interest took place, by direction of the benchers of the Inner Temple, when the building materials of chambers formerly occupied by Dr. Johnson, on the first floor of No. 1, Inner Temple-lane, were offered to public competition by Messrs. Hammond and Eiloart. The auctioneer announced at the commencement of the proceedings that the celebrated "Dr. Johnson Staircase" was withdrawn from the sale, the benchers having determined to retain possession of the staircase from the entrance to the first floor, the wainscotting, banisters, &c., and the carved hood over the door, with pilasters, &c., forming the external doorway, and would keep them as long as the Temple existed, although they were obliged to be removed from their present position. The boarded and timber floor on which the learned Doctor and his literary friends had so often walked, with the windows, doors, moulded panel partition, &c., sold for 10*l.* 5*s.*

PROSECUTION OF THE BRITISH BANK DIRECTORS.

Until the conclusion of the examinations in bankruptcy, the law officers of the Crown were not in the slightest degree bound to notice any irregular or criminal act which might have been committed by the officers of the bank. Without waiting for the processes of report and formal reference provided by the 7 & 8 Vict. c. 111, the Attorney-General, upon reading the depositions—copies of which had been forwarded to him by Mr. Linklater—elected to proceed by way of criminal information, and not by way of indictment. It is very well known that the most competent lawyers entertain very serious doubts whether the statute or common law can reach the offences with which the officers of the bank have been charged. Many nice and difficult points will have to be argued; such, for instance, as these—whether the compulsory disclosure made in bankruptcy does not exempt the persons who made it from criminal responsibility, or whether the false statements held out to the public of the affairs of the bank amount legally to the offence of conspiracy to defraud. It is probable that the accused, if found guilty at all, will be convicted of the common law misdemeanor of having disobeyed the provisions of an Act of Parliament—for having made false returns of the amount of paid-up capital, and other fraudulent returns to the Board of Trade.—Abridged from the *Morning Post*.

NATIONAL ASSOCIATION FOR PROMOTION OF SOCIAL SCIENCE.

This Association meets at Birmingham on the 12th inst. and four following days. In the department of Jurisprudence and Amendment of the Law, the subject of Bankruptcy Reform will have a prominent place. The following circular has been addressed by the Secretary of the Law Amendment Society to the Chambers of Commerce and Law Societies which sent delegates to the Mercantile Law Conference, held in January last:—

3, *Waterloo-place, Pall-mall, S. W.*, Sept. 15, 1857.

Dear Sir,—I forwarded to you a short time since a Bill to amend the law of bankruptcy, recently introduced by Lord Brougham into the House of Lords, and then read a first time. I am anxious to offer to you a few observations on this Bill, and I hope that you will be good enough to communicate them to your Chamber.

I may observe, that, in remedying the defects complained of in our bankruptcy law and administration, as in nearly all measures of reform, there are two distinct courses, either of which may be pursued. We may determine, on the one hand, to frame at once a comprehensive Bill, which shall settle for many years the whole question; or, on the other hand, we may resolve to bring forward at convenient seasons a succession of smaller measures adapted to hit certain blots in the existing system, without attempting its immediate and entire abolition. Each of these two distinct courses has its advantages according to circumstances, but any third mode of proceeding would seem to be unadvisable; any Bill which would greatly disturb the existing system, without at the same time producing a final settlement, would appear to be an absolute evil.

The Bill introduced by Lord Brougham, it is hardly necessary to say, belongs to the second of the two classes of measures I have alluded to, and aims at the immediate remedy of a few obvious defects in the existing bankruptcy system. It purports

to transfer to the consolidated fund the compensative payments made to former officers of the courts, now defrayed out of the fees; to abolish the offices of broker and accountant; to restrict the employment of the messenger to those cases in which his interference is sanctioned by the Commissioner; to provide for the payment of the official assignee in part by a fixed salary; and to enable the creditors of a deceased trader to bring his estate into the Bankruptcy Court. It will probably be considered by your Chamber that all the above-mentioned provisions would be salutary, but it may be thought that one of them should be carried further—that the office of messenger should be abolished. I find, however, that many practical men are of opinion that the duties of messenger ought to be kept distinct from those of any other officer of the Court, and that the valid objection is not to the office, but to the two evils connected with it: first, that in some cases the messenger acts when there is no necessity for his doing so; and secondly, that his fees are of an exorbitant nature. The first evil is provided for by the Bill; the second is now being dealt with by the Lord Chancellor, who has orflered returns from the various messengers, with the object of revising their scale of fees, and reducing them to a proper amount. I am therefore inclined to think that the total abolition of the office of messenger is neither necessary nor desirable.

It is probable that several clauses might be advantageously added to Lord Brougham's Bill without changing its present character, and any suggestions which may be made by your Chamber to that effect will receive his Lordship's best consideration before the next session of Parliament.

The question whether the time has yet arrived for attempting a sweeping measure of bankruptcy law amendment remains distinct, and it is one too important to be considered on any but its own merits. I am glad to be able to announce that an opportunity for deliberating upon it, under the most influential auspices, will shortly be presented. The lately formed National Association for the Promotion of Social Science will hold, on the 12th of October next and the four following days, a meeting at Birmingham; its first department being devoted to jurisprudence and the amendment of the law, and having the signal advantage of Lord John Russell's presidency. It has been determined that the question of the amendments required in bankruptcy law and administration shall form the prominent topic in the discussions; and the occasion is so favourable for the purpose, that I venture to express a hope that your Chamber will send some authorised representatives to the meeting. I am the more sanguine of a useful result, because I am aware that the Birmingham Chamber of Commerce has prepared a Bill on the subject, and we shall thus have the advantage of seeing the views entertained by mercantile men placed in a tangible shape before us.

In the hope that your Chamber may think fit to fall in with the suggestion I have made, I inclose a prospectus and circular relative to the meeting alluded to; and I beg you in conclusion to believe me,—Yours very faithfully, G. W. Hastings.

THE STATUTE LAW COMMISSION.

From a parliamentary return lately issued, showing the expenditure of the Statute Law Commission, we extract the following facts:—The balance remaining in the Treasury on April 30, 1856, was 3,029*l.* 11*s.* 7*d.*, and the sum voted in 1856 for the purposes of the Commission was £1,911, which, with the sum received by the secretary from the sale of parliamentary papers, made a total of 4,946*l.* 17*s.* 7*d.* The following are the material items of the expenditure of this sum:—To Mr. H. B. Ker, for one year's salary as commissioner, £1,000; to Mr. J. Brickdale, secretary, for ditto, £600; the Fees to Draftsmen amounted to 2,285*l.* 15*s.*; the total expended was 4,141*l.* 8*s.* 1*d.*, and the balance in hand on June 30, 1857, was 805*l.* 9*s.* 6*d.*

The following is a return of the names of the Draftsmen employed to prepare consolidation bills, and the fees paid to each since the date of the last return, April 30, 1856:—Criminal Law, J. F. Archbold, £450; Law of Aliens, W. C. Beasley, £25; Landlord and Tenant, A. Bisset, £100; Law of Property, A. Bisset, £10; Criminal Law, R. Bourke, £75; Criminal Law, T. Chandlers, £50; Law of Property, G. W. Cooke, £150; Criminal Law, A. Edgar, £125; Bills of Exchange, A. Edgar, £5; Criminal Law, H. T. Holland, £125; Stamp Acts, H. Jessel, £250; Law of Property, H. Jessel, £75; Law of Pawnbrokers, A. J. Johnstone, £50; Law of Property, G. B. Lennard, £20; Law of Property, R. Lindley, £15; Law of Carriers, H. Lloyd, 87*l.* 10*s.*; Statutes of Limitation, J. M. Ludlow, 165*l.* 15*s.*; Law of Property, F. C. J. Millar, £25; Law of Property, A. E. Miller, £50; Law of Aliens, J. Pouncefote, £25; Law of Property, F. S. Reilly, £75; Law of Carriers, G. Somerset, 87*l.* 10*s.*; Law of Property, E. P. Wolstenholme, £95; Classification of the Statutes, A. Wood, £250.

The total amount voted for the Statute Law Commission since its appointment on August 23, 1854, was 13,180*l.* 19*s.* 5*d.*, but from this sum there is to be deducted £3,690, repaid to civil contingencies for sums advanced to a former Commission. This leaves the whole available sum at 9,490*l.* 19*s.* 5*d.*

The total sum paid as salary to Mr. H. B. Ker, down to March 31, 1857, amounts to 2,605*l.* 19*s.* 6*d.* Mr. Brickdale has received, in the same period, 1,552*l.* 3*s.* 6*d.* The total received by draftsmen since the institution of the Commission, amounts to the sum of £3,887.

RIGHT OF A SUBJECT TO CHANGE HIS ALLEGIANCE.

The United States papers publish the following opinion of their highest legal functionary, on the very delicate point of a man's right to change his allegiance:—

Attorney-General's Office, Aug. 17.

The note of Count Montgelas, transmitted to your department through Mr. Vroom, our Minister at Berlin, asks for an explanation of the opinion given by Mr. Cushing in October last, on the right of an American citizen to expatriate himself.

The specified case put by Count Montgelas is that of Julius Amthor, a native of Irmelhausen, in Bavaria, who came to this country, and after being naturalised returned again to Bavaria. His effort to recover his status as a native of Bavaria seems to be impeded by a doubt which the authorities there entertain on the question whether he can throw off his allegiance to the United States, and if so, in what manner it is to be done?

There is no statute or other law of the United States which prevents either a native or naturalised citizen from severing his political connection with this Government, if he sees proper to do so, in time of peace, and for a purpose not directly injurious to the interests of the country.

There is no mode of renunciation prescribed, in my opinion. If he emigrates, carries his family and effects with him, manifests a plain intention not to return, takes up his permanent residence abroad, and assumes the obligation of a subject to a foreign Government, this would imply a dissolution of his previous relations with the United States; and I do not think we could or would afterwards claim from him any of the duties of a citizen. At all events, the fact of renunciation is to be established, like other facts for which there is no prescribed form of proof, by any evidence which will convince the judgment. It is for the authorities of Bavaria to determine, first, whether they will admit Mr. Amthor to the privileges enjoyed by a native subject of their King without an express renunciation of his American citizenship. If this be decided in the negative—that is to say, if they demand from him an express renunciation — they may take it and cause it to be authenticated in what form they please. They may demand an oath of abjuration as a test of his sincerity, or as a necessary part of his title to the future protection of the Bavarian Government. Whatever satisfies them ought to be satisfactory to us, since, in all similar cases, we prescribe our own rules for the admission of Bavarian subjects as citizens of the United States.

I have spoken of the laws of the United States. Virginia and Kentucky, two of the States, have statutes which require a certain formula or renunciation of citizenship. But these statutes have no application to this case. I do not understand Mr. Amthor to have resided in either of those States. If the Federal Government gives him up, his obligations to the particular State in which he lived could hardly come into any practical conflict with those which he is about to assume toward his native country. I am, very respectfully, yours, &c.,

J. S. Black.

Hon. Lewis Cass, Secretary of State.

The French Tribunals.

The Paris Court of Assizes was again occupied the whole of Wednesday, with the trial of the four men accused of the robberies and frauds connected with the Northern Railway securities.

The principal points of interest in the evidence were these:—A locksmith deposed, that, notwithstanding the precaution which was adopted of having safes with triple locks, one of the keys of which was kept by a director, the late cashier, M. Roberts, had double keys to all the three locks of each safe, and kept

them in a drawer to which his employés could have access. The President expressed doubts that such a want of care could possibly have been manifested, but Grellet said that the statement was perfectly true. He, however, declared, as he had done before, that it was not with any of the keys so left that he had opened the safes to take away the shares.

Guerin defended himself with some plausibility, and amongst other things said that he had had no need to break open the safe, as he knew enough of cabinet-making to be able to remove and replace the top of the safe.

The young woman who had lived under the protection of Carpentier, named Georgette Rollet, was called to give evidence, and she appeared in a magnificent toilette. She declared that Carpentier had only given her 300f. or 400f. a month; but she admitted that she had been possessed, at the time the robberies were discovered, of 37 bonds of the Lyons Railway; of several coupons of Three and Four-and-a-Half per cent. Rente; of a number of bank notes and bills of exchange; and of about 1,800f. in gold. She did not state how she obtained all that property, but denied that it was from Carpentier.

On Thursday the public prosecutor addressed the jury in support of the indictment. M. Lachaud afterwards pleaded for Carpentier, representing him as a victim of the passion for gold, and for Stock-Exchange gambling, which characterises the epoch. He deplored that at the early age of twenty-five the "fearful responsibility" of the post of cashier of a great enterprise, like the Northern Railway, had been imposed on him. He had at first only taken shares, in the belief that by the use of them he might realise a large fortune, and his firm intention had been to restore them.

The trial terminated on Friday. The President having summed up the evidence, the jury withdrew to deliberate, and in an hour and a half returned into Court with their verdict—Parod was acquitted, but Carpentier, Guerin, and Grellet were found guilty of theft and embezzlement, with extenuating circumstances in favour of the first two. In consequence, Grellet was sentenced to eight years' imprisonment, and Guerin and Carpentier to five. Furthermore, on the demand of the railway company as partie civile, Carpentier, Grellet, and Parod, although acquitted of the robbery, were ordered to restore conjointly 4,352 Northern shares, and Guerin 1,400.

The Correctional Tribunal of Paris has delivered a most extraordinary judgment, decreeing the seizure and entire suppression of the "Mystères du Peuple," by Eugène Sue, a serial commenced so long ago as 1849, and which has been circulating throughout Europe ever since by hundreds of thousands of copies. Baron de la Chastre, the assignee of the copyright, is sentenced by this decree to a year's imprisonment and a fine of 6,000 francs. The publisher is sentenced to two months' imprisonment and a fine of 2,000 francs; and the printer to one month's imprisonment and a fine of 1,000 francs. The following is a translation of the judgment, which has excited the deepest interest in the legal as well as literary circles of France:—

"Considering that the work in sixteen volumes, entitled 'Les Mystères du Peuple, ou Histoire d'une Famille de proletaires à travers les âges,' by Eugène Sue, is the property of the defendant, Baron La Chastre, by virtue of a deed of January 1, 1854; and he has published it jointly with the publisher, Chabot-Fontenay; and the defendant, Widow Dondney Dupré, printed it. Considering that, although this work was begun in 1849, it has been continued up to 1857, and consequently the publisher and printer cannot plead prescription, the work having been printed and published within the last three years, and there have been new editions of the first eight volumes, as appears by the report of the Commissary of Police, M. Nusse, dated May 7, 1857. Considering that the author of the 'Mystères du Peuple,' Eugene Sue, who died since the commencement of this prosecution, undertook the work in 1849, and continued it up to 1857, solely out of hatred to the institutions and government of his country, and with an evident immoral purpose; in fact, we find in every volume, in every page, the negation of all the principles upon which religion, morality, and society depend. Considering that in this work the morality of religion is insulted and travestied, good manners outraged by immoral, indecent, and obscene descriptions, and public morality condemned and lowered by a systematic rehabilitation of actions as odious as criminal—which have been uniformly stigmatised as criminal in all ages and by all nations; that Eugène Sue represents France as having always been divided into two races—the one, the Franks, conquering and oppressive—and the other, the Gauls, conquered and oppressed; that he describes this division of races as having prevailed for ages, as existing in the present day, and as being the origin of the oppression of that class of society which he denominates *proletaires*—the successors of the Gauls, by another class which he calls the class of crowned, coronetted, and mitred tyrants, the successors of the Franks; that he excites the former to count themselves and to make a war of extermination upon the latter; that at the head of every chapter of the 'Mystères du Peuple' he has placed a motto which is an appeal to insurrection; that he openly apologises for and justifies the massacre of September, pillage, incendiarism, violation, and regicide, representing these criminal acts as just and legitimate reprisals, which it is the right of the poor to exercise against sovereigns, nobles, the clergy, and all who are rich and powerful—not only on account of their own sufferings, but also by way of revenge for the oppressions endured by their ancestors, and which their descendants may expect to endure likewise; that he advocates the red flag, and represents property as an usurpation; that he excites to hatred and contempt of the government established by the constitution, and even in the two volumes printed in 1857 proclaims the universal republic founded upon the overthrow of the French Government, in the first place, and of all other governments subsequently; that he extols secret societies, saying that the members of these societies are animated by the most noble sentiments, that they seek only to destroy the oppressors of the people, and that insurgents are honest men who fight to save themselves from starvation, and their daughters from prostitution; that the monarchy oppresses the country by violence, robbery, and murder; that the *proletaires* possess all the virtues, and that vice and corruption are universal among other classes. Considering that it would be dangerous to society to allow "Les Mystères du People" to circulate any longer; that no doubt can be entertained of the danger, since the work has been found to be in the possession of most of the members of those secret societies which have been prosecuted of late years, the Court decrees, &c., &c."

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. XXXVI.—*An Act to supply an Omission in a Schedule to the Act to amend the Acts relating to County Courts.*

No better example than the Act under discussion could be given of the necessity which exists, if not for a "Minister of Justice," at all events for some official person, whose duty it shall be to guard the public against such mistakes in Acts of Parliament as result from their being so often hurried on at the close of a session, or from amendments being made at the last moment, with which the previous provisions even of the same Act are inconsistent. *Every* Act, without exception, should be finally revised by a competent person; and if this had been done in the case of the last County Court Amendment Act, the gross mistake corrected by the Act under discussion would not have occurred. The 19 & 20 Vict. c. 108 (among other provisions) declared that for the future the salary of each county court judge should be £1,200 a year, and no more; but inasmuch as the salaries of certain of the then existing judges had, under the provision of a former statute, been raised by the Treasury above that amount—in some instances to £1,500—that Act contained a proviso saving the rights of those judges who at the time of the passing of the Act had received this addition. These persons were, during the time they respectively remained judges, to receive the salaries appended to their names, as scheduled to the Act. But at the very last moment, on the motion of Mr. Roebuck, the name of his brother-in-law, Mr. Falconer, and that of Mr. Yates, were added to the list of the scheduled names, but the amount of their respective salaries was left *in blank*. The Act under discussion sets this right, both with regard to the amount of salary already owing to these two gentlemen, and to that which will accrue to them in future, by enacting that the 19 & 20 Vict. c. 108, is to be read and to take effect as from the time it came into operation, in the same manner as if in the said schedule the sum of £1,500 had been mentioned to be payable to them respectively; and that the Treasury may pay to each of them the sums requisite to make up their salaries at that rate from the time at which the 19 & 20 Vict. came into operation.

CAP. XXXVII.—*An Act to repeal the 27th Section of the Superannuation Act*, 1834.

The Act thus referred to—though without sufficient authority, the custom of inserting in statutes a short title by which

they may be cited not having been in use prior to the last few years—is the 4 & 5 Will. 4, c. 24; an Act passed chiefly to regulate the pensions which should for the future be granted, on retirement, to persons in the civil service of her Majesty. This statute—after laying down a scale of periods of service which must be gone through before any pension can be claimed, in reference to the different classes of office; and another scale of the amount of the allowance, in reference to the different periods of service (so that in no case it shall exceed two-thirds of the salary and emoluments resigned)—proceeded (by s. 27) to enact, that, with regard to those civil servants in the different offices, or departments, specified in the schedule thereto annexed, who *had entered the public service since the 4th of August*, 1829, there should be made an annual abatement of their salaries in quarterly proportions, after the rate of £2½ per cent., on salaries and emoluments not exceeding the annual sum of £100, and of £5 per cent. on all exceeding that sum; and, further, that with regard to all persons whomsoever then holding office, and entitled to superannuation allowances under that Act, *who had been appointed subsequently to the said 4th of August*, 1829, and who should thereafter, on promotion, obtain any increase of salary or allowances in respect of their offices, such annual abatement as above mentioned should be made from the amount of such increase, from time to time, commencing from the period when the same should take place. The Act under discussion simply repeals these provisions as to the abatement of salaries; and does not substitute any others in their place. The repeal is to a certain extent retrospective—being to take place from and after the 30th of June, 1857, while the Act under discussion received the Royal Assent on the 17th of August, 1857.

Cap. XXXVIII.—*An Act to continue the General Board of Health.*

Although this Act is intituled a "continuing" Act merely, it is in truth, also, an amending one, and makes an important change in the constitution of the Board. By 17 & 18 Vict. c. 95, s. 3, it was provided that there should be paid to the President of the Board such salary, not exceeding £2,000 a year, as should be from time to time appointed by the Treasury, but that the other members should be unpaid; and that the President should be capable of being elected and of sitting and voting as a member of the House of Commons. The Act under discussion, without noticing this provision, enacts, that, if the person appointed President shall, at the time of his appointment, hold any office of profit under the Crown, he shall not receive any salary in respect of the office of President; and if, at the time of his appointment, he shall be a member of the House of Commons, he shall not, by reason of such appointment, vacate his seat. The last clause of this section of the Act under discussion has been, it is apprehended, introduced with reference to the 6 Ann. c. 7, s. 26, by which any member accepting an office of profit from the Crown (new commissions in the army or navy alone excepted,) vacates his seat. But, as the clause is framed, it would seem to apply, not to *any* person who may happen to be appointed President, but to any person holding an office of profit under the Crown at the time of his appointment; and, with respect to such a person, the first part of the section makes the office accepted (viz. that of. President) no longer one of profit. With respect to such a person, therefore, the section would seem to be surplusage merely; but how would it be with regard to a person who, at the time of his appointment as President, was a member of the House of Commons who did *not* hold any office of profit under the Crown? He would apparently have to vacate his seat; but we suspect such was not the intention of the framer of the Act.

Cap. XXXIX.—*An Act to regulate the Admission of Attorneys and Solicitors of Colonial Courts in her Majesty's Superior Courts of Law and Equity in England, in certain cases.*

In certain of the colonies, and notably in parts of India, the system of jurisprudence pursued is founded on or assimilated to the common law and principles of equity as administered in England; and English attorneys and solicitors are admitted as attorneys and solicitors there, on production of their certificates of admission in the English courts, without any colonial service or examination. The object of the Act under discussion is, to a certain extent, to give reciprocal facilities to colonial attorneys and solicitors desirous of being admitted to practise in this country. With this object, the Act provides—

1. That all British subjects, duly admitted and inrolled as attorneys and solicitors in the superior courts of law and equity in such colonies or dependencies as above mentioned, and where full service under articles to an attorney-at-law for five years at the least, and an examination as to fitness are required (except in the case of duly admitted and inrolled English practitioners seeking to practise in the colonial courts) previous to admission—may be, under certain conditions to be presently specified, admitted and inrolled in all or any of the English courts.

2. The first of these conditions is, that the applicant must pass an examination in this country to test his fitness and capacity; and produce thereat a certificate from the presiding judge of the superior court of common law in the colony in question, to the effect that such applicant is duly inrolled as an attorney-at-law and solicitor therein, and entitled to practise as such; and, further, that no charge or accusation has been established or is pending against him in his professional character, or otherwise affecting his fair fame and repute; and also finding the amount of the stamps (if any) paid by such applicant on his articles of clerkship and on his certificate of admission in the colony.

3. The applicant must also make affidavit that he is resident within the jurisdiction of the superior courts of law and equity in England; and has ceased, for a twelvemonth at the least, in practise as attorney or solicitor in any colonial court of law.

The Act under discussion also contains provisions analogous, in general, to those which are contained in the Attorneys Act for England (6 & 7 Vict. c. 73), for the appointment by the Judges or the Master of the Rolls, as the case may require, or by the Judges and the Master of the Rolls jointly, of *Examiners*; and for making orders and regulations for conducting the required examination into the applicant's qualification, fitness, and capacity to be admitted; and as to the administration to the applicant, after a successful examination, of the same oaths that are taken by attorneys and solicitors in England, and for his subsequent admission and inrolment.

The *stamp* payable on the first admission of every such applicant is to be of the value of an ordinary admission stamp, together with such further sum as, with the amount certified to have been paid on the articles and admission in the colony, shall be equal to the stamp payable on articles of clerkship in England.

The Act under discussion is not, however, to take effect in any colony or dependency until an Order in Council has issued, directing it to come into operation there; and no such Order is to issue except on the application of the Governor of the colony in question, nor till it be shown to the satisfaction of the Secretary of State for the Colonies that the conditions above mentioned, as to the system of jurisprudence administered in the colony, and as to the qualifications of and regulations for the admission of attorneys and solicitors there, are fulfilled.

The Act under discussion (which may be cited as "The Colonial Attorneys Relief Act"), although unobjectionable, in our judgment, in point of principle, and though the abuses to which it might give rise are carefully guarded against, cannot, we think, be regarded as a specimen of neat drafting. The 2nd section, for example, is wholly unnecessary, being, in effect, re-enacted in the 7th. Again, by s. 4, the applicant is to make affidavit in such manner as shall be provided by order or regulation to be made by the Judges, &c., "as hereinafter provided." The only provision of the kind is that in the next section, referring to orders and regulations made "*for conducting the examination.*" As the affidavit, apparently, is to be made (for what reason we are at a loss to conceive) at the time of examination, it is probable this will be held sufficient; but it is a clumsy method of expression.

Recent Decisions in Chancery.

Statute of Frauds.

Ridgway v. *Wharton*, 5 W. R. 804.

This case, although chiefly remarkable as an illustration of the uncertainties of the law, is not without interest as a legal decision on a rather difficult point arising out of the Statute of Frauds. Ridgway, the plaintiff, was under-tenant of a public-house at Sydenham, which belonged to the defendant, Wharton; and, in the year 1849, he negotiated with the defendant for a new lease, to commence on the expiration of the existing term in 1852. With the exception of one meeting between the principals, the treaty was conducted between Ridgway and one Crawter, the agent of Wharton. After matters had proceeded so far that the defendant had actually given instructions to his solicitor to prepare a lease, the matter was allowed to drop until the existing term was on the point of expiring. In the meantime, the value of the property had been, or was supposed to have been, materially increased by the erection of the Crystal Palace,

and Ridgway claimed to have a lease on the terms on which Wharton's solicitor had been instructed to prepare it three years before; while the defendant stood out for better terms, and denied that any binding agreement had been come to in 1849. The contention of the defendant was, first, that Crawter was not authorised to do more than discuss and advise, and that he had no authority to conclude a bargain; secondly, that, in fact, no bargain had been concluded between Crawter and Ridgway; and lastly, that the Statute of Frauds had not been satisfied. The plaintiff insisted that Crawter had authority; and that he had come to a definite agreement, evidenced by certain writings sufficient to satisfy the statute; and took the further technical point that the defendant was precluded from setting up the statute, by reason of his not having claimed the benefit of it in his answer. At the first hearing, before V. C. *Stuart*, the plaintiff was successful on all points, and obtained a decree for specific performance. On appeal, the Lord Chancellor intimated a strong opinion that Crawter was duly authorised to agree to a lease, and that he had, in fact, concluded such an agreement; but, on the two legal points, the decision was in the defendant's favour. It was quite clear on the pleading question, that, where a parol contract is admitted by the answer, the defendant is precluded from relying on the Statute of Frauds, unless his answer claims the same benefit as if he had raised the question by a plea of the statute. But the Lord Chancellor held, that the reason of this rule was, that, in the absence of any express reservation of the defence given by the statute, the answer itself, by admitting the contract, became a written memorandum sufficient to satisfy the statute; and that the reason and the rule alike failed to have any application when the defendant's answer was (as in this case) a denial of the existence of any contract whether parol or otherwise. The decision on this point, therefore, left the defence of the statute open to the defendant; and, upon consideration of the documents relied on by the plaintiff, the Chancellor came to the conclusion that the statute was not satisfied, and dismissed the bill with costs. The cause was again appealed to the House of Lords; and Lord *Cranworth*, with great candour, acknowledged that his former judgment was wrong, both in deciding the question of contract or no contract in favour of the plaintiff, and in holding that the statute was not satisfied. He was now of opinion, that, if there were a contract at all, the statute was satisfied; but having also changed his view on the facts, and come to the conclusion that there was no contract, nor, indeed, any authority in Crawter to conclude one, the upshot was, that the two errors neutralised each other, and the defendant was entitled to have the bill dismissed. The majority of the law lords agreed with this view; but Lord *St. Leonards* supported the judgment on the facts given by the Chancellor in Lincoln's-inn, against the opposite judgment of the same functionary on the woolsack, and stoutly maintained that Lord *Cranworth* had been quite right in holding that there was, at least, a parol contract, and that he was quite wrong in repudiating his own judgment on that point. Lord *St. Leonards*, moreover, agreed with the other Lords that the first decision was wrong in holding that the Statute of Frauds was not complied with; and consequently was of opinion that the plaintiff was entitled to a decree. The judgment of the House was in accordance with the amended views of the Chancellor, and the appeal was accordingly dismissed.

It would be out of place to discuss the particular questions of fact on which the House of Lords was divided, but the point of law which was unanimously decided is of sufficient importance to render an examination of the facts on which it rests interesting and useful. It appeared that Ridgway and Crawter had talked over the terms of the contemplated lease, and that Ridgway shortly afterwards wrote to beg Crawter to draw up the agreement. To this Crawter replied by letter, that Wharton's solicitor already had instructions to prepare the agreement, and in the course of the same letter incidentally spoke of "the terms arranged with Ridgway." It was a fact that written, but unsigned, instructions had previously been sent by Crawter to Wharton's solicitor containing the terms which were to be inserted in the lease. What the House of Lords held was, that, assuming a previous parol agreement to have been actually made to the same effect as the instructions, the letter of Crawter, and the unsigned instructions together, made up a memorandum sufficient to satisfy the statute. If the two documents could be read together, all the terms were there, and one of them was duly signed. The only question was, whether the letter and the written instructions could be connected. Up to a certain point the law on this question has long been quite clear. If a letter, or other signed writing, is defective in not setting out the terms of a contract, you cannot use another unsigned document in which the terms appear unless it is referred to in the signed writing. *Boydell* v. *Drummond* (11 East, 142) is the leading case on this point. There the defendant had signed a book headed "Shakspeare Subscribers—Their signatures." A printed prospectus contained the terms of the subscription to an edition of Shakspeare which the plaintiff was bringing out; and it was held that the prospectus could not be connected by parol evidence with the signed book, because it was not referred to thereby. In *Clinan* v. *Cooke* (1 Sch. & Lef. 22) it was held, on the same principle, that an advertisement of lands to be let, stating the term of the lease to be granted, could not be brought in aid of a defective signed agreement in which the duration of the lease was accidentally omitted. On the other hand, it was equally clear, that, if a signed agreement stated that the terms were to be those contained in another specified document, parol evidence was admissible to identify the document referred to, and after such identification the two could be read together as a single document. This doctrine was expressly laid down, in *Clinan* v. *Cooke*, by Lord *Redesdale*, who said, that, if the advertisement had been referred to in the agreement, parol evidence would have been admissible to identify it. And in *Dobell* v. *Hutchinson* (3 Ad. & Ell. 355), letters referring to a bargain, and to the conditions of sale, were held to be sufficiently connected with a copy of the conditions which supplied the defects in the statement of the contract as contained in the correspondence. Many other cases might be cited to the same effect, where one document is referred to as a written document in some letter or other writing signed by the party to be bound. *Allen* v. *Bennett* (3 Taunt. 167) goes a step further. There a contract was signed by the seller's agent, stating price, &c., but omitting the buyer's name. The seller afterwards wrote to his agent, referring to the transaction, and mentioning the term of credit, and the buyer's name. These two signed documents were read together, the Court gathering from their terms that they related to the same transaction, although the subsequent letter did not specifically refer to the written memorandum itself. The House of Lords has now established and given precision to this doctrine. Crawter's letter referred to the fact of instructions having been given, though it did not refer to them as being in writing, nor did it appear on the face of the letter whether there were any *written* instructions or not. Upon this state of facts, Lord *Cranworth* laid it down that parol evidence was admissible to show that the instructions referred to were in writing, and to prove what they were. On this point the House of Lords was unanimous, and, on reading the two documents together, there was clearly enough to satisfy the statute.

This being so, it became unnecessary to consider the pleading point—for, the statute being satisfied, it mattered not whether the defendant was or was not at liberty to rely upon it. The doctrine of Lord *Cranworth* in the Court below does not, however, seem to have been doubted; and it may, therefore, still be considered law that a defendant denying a contract need not put in his answer an express reference to the Statute of Frauds. Lord *Cranworth*, indeed, said, in his first judgment, that it would be absurd to do so; but, nevertheless, it is, and will probably *ex abundanti cautelâ* continue to be, the practice of pleaders, to guard themselves in all cases by claiming in terms the benefit of the statute.

Winding-up Acts—Contributory—Transfer to Infant.

Re Electric Telegraph Company (Ireland), Reid's Case, 5 W. R. 854.

The rights and liabilities of infant shareholders in public companies have been discussed in several cases, both at common law and in equity; and the general conclusion to be drawn from the reported decisions is, that the Legislature, in the various Acts relating to such bodies, did not intend to alter the legal status of infants in respect of contracts with them as shareholders or otherwise. In the case of *Newry and Enniskillen Railway Company* v. *Combe* (5 Railw. Cas. 633), the Court of Exchequer held, that an infant had a good defence to an action for calls against him as a shareholder, the plea being that the defendant became the holder of the shares by subscription, and that, at the time of his subscribing for the shares and of the making of the calls, he was an infant, and that whilst he was an infant he disaffirmed the contract, of which the plaintiffs had notice. A plea of infancy to such an action ought always to show that the defendant had repudiated the contract, on or before his attaining full age. (See *The Birkenhead, &c., Company* v. *Pilcher*, 6 Railw. Cas. 622; and *The Leeds, &c., Company* v. *Fearnley*, 5 Railw. Cas. 644.) Equity has followed the same rule. (See *Litchfield's case*, 3 De G. & Smc. 143). In *Reid's* case, a shareholder had transferred his shares to his son, who at the date

of the transfer was, and still remained, a minor. The son was subsequently made a director, and had not repudiated his shares. The company was now being wound up, and the present application was made to strike the father off the list of contributories, on the ground that the transfer to the son was valid, as he contended that mere infancy, without repudiation, was not sufficient to render it void. The Master of the Rolls refused the application, as he had no doubt that, in any case of an infant shareholder, the infant had a right to elect whether he would accept or not; and the Court, exercising its discretion for him, could not hesitate to repudiate where the company was insolvent. His Honour, therefore, held that the transfer of the shares to the son did not constitute him a shareholder.

EQUITABLE WASTE—ORNAMENTAL TIMBER—OBLIGATION TO REBUILD.

Micklethwait v. *Micklethwait*, 5 W. R. 861.

A novel and interesting question affecting the doctrine of the Court with respect to equitable waste arose in this case—viz. whether, if an owner in fee of an estate with a mansion-house upon it and trees planted for ornament to the house, pulls down the mansion-house without any intention of rebuilding it, a tenant for life under his will is entitled to cut down the ornamental trees. The Lords Justices held that he was entitled. The trees having been planted for ornament to the mansion-house, their Lordships considered that the doctrine of equitable waste did not require that the trees should be preserved for ornament to the estate when the house was pulled down—*Turner*, L. J., observing, that, where there were doubts whether trees were planted for ornament or not, the existence of the mansion-house generally furnished a criterion for determining the point. The principle of the doctrine of equitable waste was thus explained by his Lordship:—"At law, a tenant for life without impeachment of waste has the absolute power and dominion over the timber upon the estate; but the Court controls him in the exercise of that power; and it does so because it will not permit an unconscientious use to be made of a legal power. It regards such an unconscientious use of a legal power as an abuse and not as a use of it. When, therefore, the Court is called upon in cases of this description, it is bound, in the first place, to consider whether there are any special circumstances to affect the conscience of the tenant for life; for, in the absence of such special circumstances, it cannot be unconscientious in him to avail himself of the power which the testator vested in him." In the present case, the Court was of opinion that there was nothing to affect the conscience of the tenant for life, as the devisor himself had pulled down the mansion-house, and there was no evidence to show that he intended that the trees surrounding it should remain standing for ornament. There has been much more difficulty in applying than in establishing the principle enunciated by L. J. *Turner*. The mere contiguity of trees to the mansion-house does not of itself necessarily decide the question, whether or not they are to be considered as ornamental. According to the reported cases, timber in plantations, vistas, avenues, and in all the rides about an estate for ten miles around the house, or clumps of trees at two miles distance, may be deemed ornamental, so as to make it equitable waste to cut them down. Nor did Lord *Eldon* (in *Lord Downshire* v. *Sandys*, 6 Ves. 149) think the Court competent to decide on the question of taste—whether, in fact, any particular plantations or trees were ornamental or otherwise. "If the testator," said his Lordship, "had gratified his own taste by planting for ornament, though he had adopted the species the most disgusting to the tenant for life, and the most agreeable to the tenant in tail, and, upon the competition between those parties, the Court should see that the tenant for life was right, and the other wrong, in point of taste, yet the taste of the testator, like his will, binds them; and it is not competent to them to substitute another species of ornament for that which the testator designed. The question, which is the most fit method of clothing an estate, cannot be safely trusted to the Court." Observing upon this decision, *Knight Bruce*, L. J., said that perhaps a state of circumstances could be imagined in which the timber would, in the absence of any express direction in a will or an instrument governing the title, be protected as ornamental without reference to any former, or present, or intended residence or use, and independently of any such consideration; of which, however, his Lordship appeared to entertain some doubt. Indeed, Lord *Eldon's* decision in the case of *Lord Downshire* v. *Sandys* cannot be considered to support such a proposition, as in that case the mansion-house was standing; and that being so, the case is only important as showing the length to which the Court stretched the principle of equitable waste as applied to ornamental timber, and the care which it takes to carry out as far as possible the intention of settlors.

Professional Intelligence.

METROPOLITAN & PROVINCIAL LAW ASSOCIATION

Our advertising columns contain the programme of proceedings at the Meeting of this Association to be held at Manchester. It will be noticed, that the days selected for the Meeting have been altered from the 7th and 8th to the 8th and 9th October, 1857, in consequence of the Royal Proclamation appointing Wednesday, the 7th of October, for a day of Solemn Fast.

INCORPORATED LAW SOCIETY.

(Continued from page 830.)

VII. *Legal Education and Examination.*

Classical Examination.—The Council some time ago received suggestions for extending the requirements at the examination of candidates for admission on the roll; and in their previous reports they stated the conclusions at which they had arrived—namely, to recommend to the judges to authorise an examination, either before or during the articles of clerkship, or before admission, for the purpose of ascertaining that the candidates possessed an adequate degree of knowledge of the Latin and French languages, and of English History, Geography, Arithmetic, and Book-keeping. A memorial to this effect has been prepared.

Prizes and Certificates of Merit.—The Examiners often regretted, that, whilst they felt compelled at each examination to reject several candidates, who were unable to answer satisfactorily one-half of the fifteen questions in the three essential departments of Common Law, Conveyancing, and Equity, they were unable to award any distinction to those who passed their legal examination in a superior manner. After much consideration, and with the concurrence of the Masters of all the courts, who are *ex-officio* Examiners, the Council, on the part of the society, deemed it expedient, in order to encourage the careful study of the law by the candidates for examination, preparatory to their admission on the roll of attorneys, to propose that the Examiners should select the names of such candidates, not exceeding three, under the age of twenty-six, as in passing their examination should appear to have deserved distinction, with a view to the Council presenting to such candidates a prize of books, or any other testimonial which might be deemed fit.

This proposition has been attended with beneficial results. In Michaelmas Term last, the examiners selected only one candidate for a prize of books; in Hilary Term, three were selected; and in Easter Term, three prizes were again awarded; and it having been observed that some of the candidates, though not entitled to a prize, were but little inferior to those who obtained it, the Examiners reported four more whom they deemed entitled to a certificate of merit, and this recommendation has been accordingly carried into effect. In Trinity Term two prizes and three certificates of merit have been granted; making during the year nine prizes and seven certificates of merit. The names of these candidates are stated in an Appendix to this Report.

On this subject the Council are much gratified in adding that the honourable Society of Clifford's-inn, one of the ancient Inns of Chancery, has recently come to the following resolution:—

"That, in order to promote and encourage the efficient study of the law, a sum, not exceeding twenty guineas, be given by this society in Michaelmas Term yearly, during the pleasure of the Principal and Rules, to provide one or more testimonials for such of the candidates as, in passing their examination during the year, for the purpose of being admitted on the roll of attorneys and solicitors, shall, in the opinion of the Examiners, merit distinction; and that the Council of the 'Incorporated Law Society' be requested and empowered to apply the beforementioned sum in the purchase of books for such candidates, or in any other manner they may deem suitable; the said annual gift to be distinguished as 'The Prize of the Honourable Society of Clifford's-inn.'"

The Council have had under their consideration several questions from time to time on the mode and sufficiency of service of articles of clerkship, where the clerks have been engaged in other business than that of the attorneys to whom they are articled, such as agents to insurance companies, or holding appointments as coroners, clerks to magistrates or boards of guardians. These questions are properly within the province of the examiners, to whom the parties have been referred; and they have been reminded of the 12th section of the 6 & 7 Vict. c. 73, which enacts "that the clerk must, during the whole

term of service, be actually employed by the attorney to whom he is articled in the proper business, practice, or employment of an attorney or solicitor."

Questions have also been raised regarding the qualification of articled clerks to be admitted on the roll of attorneys:—1st. Whether a Master of Arts could be admitted, after three years' service, like a Bachelor of Arts, or Bachelor of Laws, under the 6 & 7 Vict. c. 73, s. 7. This point has been decided in the negative by a judge at chambers. 2nd. Whether a gentleman in deacon's orders could be articled, examined, and admitted on the roll of attorneys and solicitors. There is no statute or decision expressly on the subject; but as deacons cannot be called to the bar, nor become proctors, the question will be submitted to the court when the candidate applies for examination and admission.

(*To be continued.*)

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

Several legal appointments are at present vacant in Scotland, although none of them are very important. The office of Registrar of Sasines became vacant some time ago by the death of Mr. Pringle, of Whytbank; and the Substitute Sheriffships of Cupar-Fife and the Western District of Perthshire became vacant about the middle of August, by the deaths respectively of Mr. Grant and Mr. Cross. Of course, whether the offices be small or great, there are always found plenty of candidates eager for appointment to them, and, accordingly, rumour has been busy in reference to these candidates. It is said that Sir William Gibson Craig has been offered the office of Registrar of Sasines, and has refused it. How far this rumour contains any truth, we cannot say. We have heard no other person named. It is also said that Mr. John Grahame, advocate, has been nominated to the Sheriff Substituteship of the Western District of Perthshire; and rumour is so consistent upon this point, that we think the fact may be taken for granted. It may be that the consent of the heads of the court which is required for the final confirmation of the appointment has not yet been obtained; but there is no probability of any difficulty upon this point, for Mr. Grahame has already shown that he is quite fit for the duties of the office—having discharged similar duties in Edinburgh for a considerable time, on behalf of one of the Sheriff Substitutes there, who was absent from bad health. The salary attached to the office is said to be £500 a year, and the duties are known to be very light. No one has been named in an equally confident way as having obtained the appointment to Cupar, and so many are spoken of that it is evident that nothing is fixed. But it is rumoured to-day that the procurators before the Court have memorialised the sheriff against appointing a young advocate to the office, and have hinted at the propriety of selecting a Sheriff Substitute from their own body. It is to be hoped, however, that the sheriff will not listen to any representation of this kind. The bar is undoubtedly the best body from which to select county judges, and the appointments which have hitherto been made from the bodies of procurators practising before the sheriff courts have not been fortunate, as, indeed, might have been expected. It is not necessary that an inexperienced advocate should be appointed—the salary, which is £700 a year, ought to be sufficient to secure a judge of respectable capacity.

Besides these appointments, which have all become vacant by death, it has been stated very confidently within the last few days, that it has become necessary to appoint a new Sheriff Substitute in Glasgow, on account of the increase of business there, with a salary of £700 a year. The appointment is in the hands of the Sheriff Principal, as should have been mentioned before, subject to a veto on the part of the heads of the Court; and the course to be followed by Sir Archibald Alison, who is the Sheriff of Glasgow on the present occasion, is looked forward to with considerable anxiety—for the two last appointments made by him are not considered very happy. It is reported that he means to move the present Sheriff of Falkirk, Mr. Robertson, to Glasgow. If so, Sir Archibald will, at all events, avoid the dangers arising from the appointment of an untried judge. It has also been stated that Sir Archibald means to appoint Mr. Charles Robertson, advocate; but there must be some mistake about this, and the other arrangement appears to be much more probable. If carried out, it would leave Falkirk open, which would give the Sheriff of Stirlingshire an appointment.

Review.

The Practice of the Court of Chancery, with an Appendix of Forms and Precedents of Costs adapted to the last New Orders. By John Sidney Smith, Esq., M.A., Barrister-at-Law, Author of "A Treatise on the Principles of Equity." Sixth Edition, revised and enlarged. London: W. Maxwell, H. Sweet, and Stevens & Norton. Dublin: Hodges, Smith, & Co. 1857.

The sixth edition of this work, which has recently appeared, has been so extensively revised and enlarged as to be in substance a new book. More than twenty years ago the author published the first edition of his "Practice of the Court of Chancery," and, after rapidly getting through that and a subsequent edition, he issued the work in the year 1844, in the form in which it has until recently been most generally known. Mr. Smith was very unfortunate in the time which he selected for the publication of his third edition. Almost immediately after its appearance the Orders of 1845 were promulgated, by which many important alterations were made in the practice of the Court. From that time to the present the procedure of the Court of Chancery has undergone a multitude of changes, which have tended to make the old edition of our author's Practice to a great extent obsolete. The second edition of "Daniell's Practice," which came out after the Orders of 1845, and which, unlike the edition of the same work of the present year, was a careful and useful treatise, rather threw into the shade the less opportune work which had preceded it by so short, though so important, an interval; and those who still consulted Mr. Smith's book were seriously hampered by the fact that it had appeared too soon to allow of the incorporation of the materials which had been worked into the text of Daniell. Since 1844, Mr. Smith has issued two editions of a handbook embodying the recent practice, and intended to be supplementary to the old *Chancery Practice*. All these materials are now combined in the volume of the present year, together with such additional matter as the more recent decisions on the practice under the Chancery Improvement Acts have rendered necessary. The author is as happy in the date of the present edition as he was unfortunate in that of 1844; for, although we hope that the amendment of the Court of Chancery has not yet come to an end, there can be no doubt that the working of the modern statutes, as interpreted by judicial decisions, has brought the procedure to a condition which cannot but contain the elements of stability. The grand requisites of a work on practice are clearness and brevity of statement, and conscientiousness in collecting and comparing the innumerable decisions which form the ultimate guide of the practitioner. Under both these heads Mr. Smith's work contrasts favourably with others that have been offered to the Profession. The volume, though thick, is swelled by the quantity of matter which it contains, and not by tiresome disquisitions or inappropriate digressions on the policy of the law. Throughout, the aim of the writer has obviously been to give the greatest possible amount of information in the smallest compass; and though it may seem whimsical to attribute the virtue of brevity to a ponderous book of 1,100 pages, the reader who opens it by chance again and again is pretty certain to light upon nothing but short, explicit statements of points of practice, just sufficient to guide the practitioner, and without any pretence of a more ambitious kind.

A long experience of a treatise of this kind, by which its accuracy may be repeatedly tested in actual business, is the only certain evidence of the completeness with which all the dry details of Chancery practice have been incorporated in the text; but, so far as we can judge by the acquaintance which we have been able to make with it by mere reading, we feel tolerably safe in saying that the author has done his work in a thoroughly conscientious manner. We have looked for omissions in the quarters where they were most to be expected, and have been most agreeably disappointed in our search. An absolutely perfect book of practice is as much an impossibility as perpetual motion; but if an occasional oversight may be detected here and there by some lynx-eyed critic, we are satisfied that they will not be due to the want of honest and laborious research on the part of the author. In the portion of the work which relates to the more modern innovations of the last few years, the omissions of reported cases which we have been able to detect are extremely rare, and we have scarcely found one instance of such a character as materially to affect the general summary given in the text. On one point, indeed—namely, the practice of amending an abated or defective bill so as to dispense with supplementary proceedings—we should have been

glad to find some reference to the course suggested by the cases of *Price* v. *Hamblett* (1 W. R. 363) and *Stuart* v. *Sturgis* (2 W. R. 641); but, with this exception, we know no part of the new practice on which satisfactory information as to the latest decisions may not be found in Mr. Smith's pages. We might mention a few other decisions which have not been cited, and which might with advantage have been added to the references; but they appear to have been omitted in general as being substantial repetitions of other judgments, rather than from negligence or ignorance on the part of the author; and, as our object is to describe the character of the work, and not to point out every minute particular in which we should have been disposed to add still further to the cases collected by the author, it is enough to say that no substantial point on the new practice, with the single exception which we have noticed, is left, so far as we can ascertain, without due notice in the text, and a reference to the most important decisions by which it has been established. A curious instance of the anxiety with which the author has laboured to make his work complete, is afforded by a note appended to the very short list of errata which have escaped the correction of the press. In this note, the author observes, that he has been informed by some members of the bar that the rule against giving costs personally against an unsuccessful respondent on an appeal has been departed from; but that, having searched in vain for any reported case to that effect, he had not ventured to make any variation in the statement of the practice introduced into the text of his work. We believe that Mr. Smith showed judgment in leaving the text as it stood, although he appears not to have discovered one of the cases to which his informant probably referred. The only decisions of which we are aware, in which the validity of the old rule has been called in question, are *Martin* v. *Pycroft* (1 W. R. 58, and 2 De G. Mac. & G. 785), and *Langford* v. *May* (1 W. R. 484). In the former of these (which is cited by Mr. Smith), a decision of the Court below was given refusing specific performance, on the ground that the Statute of Frauds was not satisfied. On appeal, this judgment was reversed, and it became necessary to go into *viva voce* evidence on an entirely distinct defence, which point was ultimately decided in favour of the plaintiff appellant. The Court gave the costs, not of the whole appeal, but only of the *viva voce* examination; and the Chancellor observed, that, in doing so, the Court was not interfering with the rule (if there was such a rule) that a successful appellant cannot have costs. It was therefore not a decision against the old rule, although some doubt was certainly thrown upon it. In *Langford* v. *May* (as reported in 1 W. R. 484), there was also a *viva voce* examination, but the costs given seem to have included the whole costs of the appeal, limited, however, to a fixed sum. This case has escaped the notice of Mr. Smith; but we do not think that it affords any sufficient ground for varying the statement in his text—that, if a decree is reversed, it is not the practice to order the respondent personally to pay costs, *if he has confined himself to the appeal, and has not opened the whole case. Langford* v. *May* was evidently an exceptional case, in which new *viva voce* evidence was gone into; and though it would doubtless have been cited if the author had not overlooked it, the omission is not a very serious defect, while the candid manner in which the subject is noticed is perhaps the best proof that could be given of the conscientious spirit in which the author has worked. We ought not to omit that a Chapter on Costs, which has been added to the present edition, promises to supply a want which has been often felt; and that a collection of useful precedents and forms is given in the Appendix. A full Chapter is also devoted to the now important practice in the Judges' Chambers. Altogether, the work strikes us as being most creditable to the author, and likely to take its place as a standard guide of the Chancery practitioner.

Judicial Business Report.

EVIDENCE OF MR. CHARLES JAMES PALMER ABRIDGED.

I am a member of the firm of Palmer, Palmer, & Bull, late Palmer, France, & Palmer. I am extensively engaged in agency business: in the home counties principally, and also in Hampshire. With reference to any re-arrangement of the circuits, I do not think it is necessary upon the Home, except, perhaps, in Surrey, to have another assize for civil business; but it is necessary for criminal business, especially in Kent, where of late we have had a winter assize, and sometimes in Sussex. This last winter there was one in Sussex. The criminal business in Kent is, I may say, enormous, although a large number of prisoners go to the Central Criminal Court twelve times a year. But I think that for civil business two circuits are sufficient. I do not think that there is a necessity for increasing the number of circuits for civil business, because certainly upon the Home Circuit, notwithstanding what has been said as to the Northern Circuit, the civil business has vastly decreased in point of number of causes. There are not many heavy cases, and, from my experience, I think that now very few causes go down to trial upon the Home Circuit, except in Surrey, unless there really is something to try. I can remember the time when the question of property in a hedge, a ditch, or the cutting of a bough would cause as much litigation as any mercantile question now; but that has all gone by. The time occupied in trying the civil business of the Home Circuit has undoubtedly diminished: we used to allow a week for Sussex, and at the last assizes only two days were allowed, and yet all the business was got through. From my knowledge of the Hampshire business, I do not think that a third assize is necessary. I think, as regards the Home Circuit, Hampshire might be added to it. I think Essex might be thrown into the Norfolk Circuit. The part of the Home Circuit north of the Thames, I would put into the Norfolk Circuit; and I think throughout the kingdom the circuits might be altered. The Norfolk Circuit, I believe, is the shortest in point of time, the Oxford Circuit is longer. With regard to London business, I think three judges sitting in banco would be quite sufficient. I think, that, in all cases, there ought to be an odd number of judges presiding in banco, so as to avoid the possibility of having a tie. I have a case now before me, which has gone up to the House of Lords, which was argued first before eight judges in error, and upon that case there was a tie of two fours. The case was re-argued before ten judges, and then I was informed that there was a tie of two fives; but, after some time, the Court of Error gave judgment. Nine judges gave their judgment, and the numbers were six and three. I am speaking of the case of *Billiter* v. *Young*—that case is gone up to the House of Lords. Lord Wensleydale gave an opinion in the minority. Since he has been called up to the House of Lords, that case has gone up to the House of Lords. Wherever a tie occurs in the sittings in banco, I cannot say that it amounts to a refusal of justice. It amounts, in point of fact, to an injustice, because the party who has brought up his appeal can get no final judgment upon his appeal. I cannot refer to many cases of a tie, because I admit that it seldom happens, but still it does happen. There should be the possibility, at all events, when a case goes up to appeal, of there being a binding judgment upon it. My opinion is, that three judges in banco would be quite sufficient; and I refer to the court of appeal in the Court of Chancery, where, at most, there are never more than three judges, and seldom more than two. At times, the Lord Chancellor calls in the assistance of the Lords Justices; but, as I said before, at most there are only three judges; and, taking the Lord Chancellor's Court as the highest court of appeal in the Court of Chancery, I think that three judges in the common law courts would be quite sufficient. I think that the business at chambers requires alteration in many respects. I think that a great deal of the business which now comes before the judge at chambers might go before somebody else—say one of the masters; because we know very well that there are a great many trumpery applications—summonses for times to plead, summonses for particulars, and a variety of other summonses, which take up a vast deal of the judges' time, and upon which anybody could decide. I clearly recollect its being tried once. It was in the old Serjeants'-inn Hall. Master Walker attended with the vacation judge. I believe that gave very great satisfaction. I think that it might be left to the discretion of the judges' clerk, upon granting the summons, whether that summons should be made returnable before a judge, or whether it should be made returnable before a master sitting in chambers. I think that arrangement would be acceptable. It would be upon common matters, of course. Let a matter that requires the judge's decision, by all means go before the judge. With regard to the number of causes which are tried, I think a vast number of those causes might be tried before some other tribunal. It is a difficulty certainly, now, since the County Court Act, to suggest before whom those causes might be tried. The county courts have now jurisdiction up to the amount of £50, or beyond it by consent. Take a builder's bill, or a carpenter's bill, or a bill for clothes amounting to £50, and it will be a matter of very considerable discussion and very considerable inquiry; whereas, a jeweller's account for £500 may be constituted of only one or two items; therefore, why should not the latter cause be tried before somebody? As the

business at chambers now stands, I think that the time given to it is insufficient. I think that the business at *Nisi Prius* might be altered by doing away with the different sittings, that is to say, the second and third sitting, and so on, and giving notice of trial for a particular day; and in town causes, I would suggest that that could be carried out in this way—that the cause should be set down before notice of trial is given, and that the marshal, at the time the cause is set down, should name a day for which notice of trial should be given. The marshal or the associate can always judge pretty well what the causes are like. Set the cause down for a day named; then give notice to the opposite party that the cause has been set down, and is appointed to be tried on such a day. I think that causes of a trifling nature, for the mere recovery of debts, might be tried during the long vacation with convenience to the public and to the profession.

Court Papers.

Queen's Bench.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon. JOHN LORD CAMPBELL, Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after MICHAELMAS TERM, 1857.

IN TERM.

In Middlesex.

1st Sitting	Tuesday,	Nov. 3
2nd ,,	Friday,	Nov. 13
3rd ,,	Friday,	Nov. 20

For undefended causes only.

In London.

1st Sitting	Wednesday,	Nov. 11
2nd ,,	Wednesday,	Nov. 18

AFTER TERM.

In Middlesex.		*In London.*	
Thursday	Nov. 26	Wednesday	Dec. 9

The Court will sit at 10 o'clock every day.

The Causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Common Pleas.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon Sir ALEXANDER EDMUND COCKBURN, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas at Westminster, in and after MICHAELMAS TERM, 1857.

IN TERM.

Middlesex.		*London.*	
Friday	Nov. 6	Wednesday	Nov. 11
Friday	Nov. 13	Wednesday	Nov. 18

AFTER TERM.

Middlesex.		*London.*	
Thursday	Nov. 26	Wednesday	Dec. 9

The Court will sit during and after Term at 10 o'clock.

The Causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Exchequer of Pleas.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after MICHAELMAS TERM, 1857.

IN TERM.

In Middlesex.

1st Sitting	Tuesday,	Nov. 3
2nd ,,	Friday,	Nov. 13
3rd ,,	Friday,	Nov. 20

In London.

1st Sitting	Wednesday,	Nov. 11
2nd ,,	Wednesday,	Nov. 18

AFTER TERM.

Middlesex.		*London.*	
Thursday	Nov. 26	Wednesday	Dec. 9

The Court will sit in and after Term at 10 o'clock.

The Court will sit in Middlesex, at Nisi Prius, in Term, by adjournment from day to day until the Causes entered for the respective Middlesex Sittings are disposed of.

Births, Marriages, and Deaths.

BIRTHS.

BILTON—On Sept. 28, at Brixton, Surrey, the wife of Thomas William Bilton, Esq., Solicitor, of a daughter.

COOPER—On Sept. 23, at Heavitree, Exeter, the wife of Edward P. Cooper, Esq., Barrister-at-Law, prematurely, of a son, which survived its birth a few hours only.

DOWNER—On Sept. 25, at The Hermitage, Petworth, Sussex, the wife of William Downer, Esq., Solicitor, of a son.

FARRER—On Sept. 30, the wife of William James Farrer, Esq., of 24 Bolton-street, Piccadilly, and 66 Lincoln's-inn-fields, of a daughter.

GALE—On Oct. 1, at 32 Burton-street, Eaton-square, Mrs. Frederick Gale, of a son.

GREENWOOD—On Sept. 28, at Surbiton, Surrey, the wife of Henry Charles Greenwood, of Lincoln's-inn, Esq., Barrister-at-Law, of a daughter.

SCUDAMORE—On Sept. 29, at Maidstone, the wife of Frederick Scudamore, Esq., of a son.

THRING—On Sept. 25, at 28 Chester-terrace, Regent's-park, the wife of Henry Thring, Esq., Barrister-at-Law, of a son, stillborn.

MARRIAGES.

BATEMAN—BICKNELL—On Oct. 1, at St. James's, Piccadilly, by the Rev. John Bateman, Rector of East and West Leake, Notts, assisted by the Rev. John Fitz Herbert Bateman, Fellow of St. John's College, Cambridge, Thomas Osborne Bateman, Esq., of Chaddesden Moor, and of Hartington-hall, Derbyshire, to Fanny Hanham, second daughter of the late William Lawrence Bicknell, Esq., of Lincoln's-inn.

COOPER—JONES—On Sept. 26, at St. Mary's, Westminster, by the Rev. Abraham Borradaile, Charles Frederick Cooper, Esq., Master R.N., son of the late George Cooper, Esq., Surgeon R.N., to Emily Ann, second daughter of the late Thomas Rogers Jones, Esq., Solicitor, of Swansea.

DRUMMOND—THACKER—On Sept. 22, at St. George's, Hanover-square, by the Rev. Hugh Weightman, M.A., John Drummond, of Croydon, Surrey, Solicitor, to Mary Elizabeth, second daughter of the late William Thacker, Esq., late of Muchall-hall, in the parish of Penn, Staffordshire.

JACKSON—HOPE—On Sept. 26, at St. Andrew's Church, Holborn, by the Rev. W. F. Hales, Edwin Jackson, Esq., of H.M.T.C. Office, to Jane, youngest daughter of B. Hope, Esq., Solicitor and Proctor, Ely-place.

MOSSOP—SKELTON—On Sept. 24, at St. Matthews, Sutton-bridge, Lincolnshire, by the Rev. Charles Mossop, Vicar of Etton, Northamptonshire, uncle of the bridegroom, assisted by the Rev. T. D. Young, Mr. Charles Mossop, Solicitor, 60 Moorgate-street, to Ellen, second daughter of Spencer Skelton, Esq., of Sutton-bridge.

PARKER—THORP—On Sept. 26, at Twyford, Bucks, by the Rev. William Perkins, M.A., uncle to the bride, William Parker, Solicitor, of Thame, Oxon, to Mary Frances, daughter of the late John Thorp, of Thame, Apothecary.

SHAW—TRIPP—On Sept. 26, at St. Pancras Church, Thomas William Shaw, Esq., to Mary Smith, youngest daughter of the late Robert Tripp, Esq.

DEATHS.

HARRISON—On Sept. 27, R. H. Harrison, Esq., late of Tanfield-court, Bencher of the Inner Temple, aged 80.

OTTLEY—On Sept. 24, at Norfolk-crescent, Hyde-park, aged 65, Miss Elizabeth Ottley, daughter of Drewery Ottley, Esq., many years President and Chief Justice of the Island of St. Vincent, and sister of the late Sir Richard Ottley, Chief Justice of Ceylon.

PRAED—On Sept. 25, at the London Inn, Exeter, aged 60, William Mackworth Praed, Esq., of Delamore and Bitton House, both in the county of Devon.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BUCKLAND, Rev. WILLIAM, Christ Church, Oxford, and WILLIAM HENRY MERLE, Esq., Park-st., Westminster, £514 : 5 : 9 New 3 per Cents.—Claimed by WILLIAM HENRY MERLE, the survivor.

FORSTER, WILLIAM JOHN, Esq., Newcastle-upon-Tyne, £1,077 : 8 : 2 Reduced.—Claimed by WILLIAM JOHN FORSTER.

GATES, POLLY, Spinster, Stratford-green, Essex, £55 New 2*l.* 10*s.* per Cents.—Claimed by CHARLOTTE LEWIS, Spinster, sole executrix of WILLIAM WILSON, who was the sole executor.

HOWLETT, WILLIAM, Farmer, Weston, Norfolk, £300 Consols.—Claimed by EDWARD HEATH, administrator.

JONES, HENRY, Gent., Abbotswood, Brockworth, Gloucestershire, and ARTHUR HAMMOND JENKINS, Gent., Gloucester, £100 Consols.—Claimed by HENRY JONES and ARTHUR HAMMOND JENKINS.

QUARE, ALFRED BRAIN, Gent., Matching, Essex, £248 : 14 : 11 Consols.—Claimed by ALFRED BRAIN QUARE.

YORKE, JULIANA CAROLINE, Spinster, Bircham-house, Newland, Gloucestershire, £225 : 19 : 8 Consols.—Claimed by JULIANA CAROLINE YORKE.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

DANBURGHY, EDWARD THEODORE, Esq., late of 22 Gloucester-ter., Kensington, deceased.—JOHANN DANBURGHY, a native of Hungary (brother of the deceased), or, if dead, his next of kin, to apply to Pemberton & Moojen, Solicitors, 8 Southampton-st., Bloomsbury-sq.

PATRICK, THOMAS (supposed to be deceased), formerly residing in Liverpool, and employed as an engineer.—His next of kin to apply to Messrs. Colmore & Beale, 30 Waterloo-st., Birmingham.

Money Market.

CITY, FRIDAY EVENING.

The variable aspect of news from the East Indies has imparted some degree of fluctuation to the English Funds, but the closing prices this afternoon show very little difference from this day week. The difference is an advance of from $\frac{1}{8}$ to $\frac{1}{4}$ per Cent. Consols at the close of business are quoted 90$\frac{1}{8}$ to 90$\frac{1}{4}$. Money is in more active demand than for several weeks past, and at very full rates. The foreign Stock Market has shown considerable activity. Prices have been generally well supported. Turkish 6 per Cents. have advanced.

From the Bank of England return for the week ending the 26th September, 1857, which we give below, it appears that the amount of notes in circulation is £19,142,120, being an increase of £240,905, and the stock of bullion in both departments is £11,276,088, showing an increase of £87,528 when compared with the previous week.

By the Parana West India Mail Packet specie has been received to the amount of £343,431, but a large amount has been sent to the continent. The payment to the public of the October dividends at the Bank, and of the life annuities at the National Debt Office will commence on Wednesday the 14th instant.

The decrease in this quarter's revenue compared with the corresponding quarter of last year, exceeds £800,000. If an increase did not appear from the Post Office, and from one or two other secondary heads, the decrease would stand for above a million. On Property Tax, the falling off is put down at £415,699. In the customs it is £499,959. In the Excise it stands at £148,000.

The returns of the Board of Trade for the month of August were favourable, but not so much so as those of previous months. In the comparative view of exports there appears some falling off in manufactured cottons in August, 1857, compared with August, 1856—not large, but significant, as indicating a check in the demand for those articles in the East India market. The decrease is £88,865, about 8 per cent. In machinery there is a material increase, and also in copper and brass. The total comparative increase of exports in the month of August is £885,518, about 8 per cent.

The returns of imported commodities show that the present advanced price has led to diminished consumption of sugar, cocoa, and several articles in general use. The very large decrease which appears in the importation of wheat and meal, and Indian corn, must be chiefly attributed to the effects of an abundant harvest and the prospect of a falling market. The decrease in August, 1857, compared with August, 1856, in the importation of flour and meal, amounts to the difference between 478,286 cwt. and 72,532 cwt., being about 85 per cent. The large importation in August, 1856, was exceptional. The year 1855 shows no more than 132,046 cwt. Of manufactured silk the decrease in importation is large. It appears that the great increase of price which has followed the deficient crops of silk in Europe has led to a falling off in consumption. On the other hand, the importation of raw silk has comparatively increased in the last month.

It is reported from France that the vintage is generally begun, and in some places is nearly over. From all parts the accounts are hitherto highly favourable. We are assured that the quality will be first-rate. Respecting the quantity, more will be known shortly, but there seems no doubt that it will be larger than was anticipated. France is the only country from which favourable reports of this year's vintage are forthcoming. It is stated that, in Portugal, the vine disease has nullified the benefit which would have been produced by the favourable weather of the present year. From Spain the accounts are less unfavourable, but it is said the result of this year's vintage will replace only in an insignificant degree the admitted deficiencies of former years. From Madeira it is reported that the cultivation of the vine is for the most part abandoned, and has given place to articles, the cultivation of which, it is hoped, will not expose the inhabitants of that island to such loss and ruin as the failure of the vine has brought upon them.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	...	...	219	219 17	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	90½ 90	90⅛ 89⅞	90⅛ 89⅛	89⅞ 90½	90⅛ ⅜ ⅛	90½
New 3 per Cent. Ann.	...	...	...	90⅝	...	...
New 2½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	...	...	...
India Stock	209 10	210 9	...	...	208 10	207
India Bonds (£1,000)	...	...	...	...	25s. dis.	18s. dis.
Do. (under £1,000)	...	...	20s. dis.	...	25s. dis.	...
Exch. Bills (£1,000) Mar.	6s. dis.	6s. dis.	10s. dis	5s. dis.	9s. dis.	5s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	...	10s. dis.	10s. dis.	5s. dis.	9s. dis.	8s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	10s. dis.	10s. dis	9s. dis.	10s. dis.	4s. dis.	4s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	98⅛ ⅜	98½	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	...	98½	...	98½	...	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	84 x d	84½ 3½	...	84½ ⅛	85 4½	85½
Chester and Holyhead	...	33¾	33⅜ 3	...	...	...
East Anglian	...	...	...	...	20½	20½
Eastern Union A stock	...	...	56½ 5⅛	...	...	...
East Lancashire	92 x d	...	...	...	...	...
Edinburgh and Glasgow	...	...	...	...	61⅛	68
Edin., Perth. & Dundee	30	29½	...	28 x d	28½ x d	29 x d
Glasgow & South Western	...	...	...	...	...	...
Great Northern	97⅜ 7	97	...	97½	98½	...
Gt. South & West. (Ire.)	97½ x d	...	...	...	97⅜	97⅜
Great Western	54 3⅛	54⅜ 3⅛	53⅝ ⅞ ⅜	53⅛ ⅜ 4	54½ ½ 4	55½
Lancashire & Yorkshire	96½ x d	96 5½	...	95⅜ ⅜ 6	96⅝ ⅛ ½	97½
Lon., Brighton, & S. Coast	103½ 4	...	...	103 2	102⅛	102½ ⅜
London & North Western	96½ ½	96½ 5⅛	96	96½ ⅜	97½ ⅜ ½	98½
London and S. Western	...	90½	90	90½	90	...
Man., Shef., and Lincoln	...	41	...	...	40⅝ ½	41
Midland	80½ ½	...	80½ ⅝	80½ 1½	82⅝ ⅛	83⅛ ⅜
Norfolk	...	...	...	...	60½ 60	60½ ½
North British	...	48½ 9	...	47½ x d	49½ x d	49 x d
North Eastern (Berwick)	91½ 90⅝	...	...	90½	92½	92½ ⅜
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	31½	31½	31	31½ ½ 2	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	...	...	...	...	...	...
South-Eastern	65⅛	65⅛	65½	64⅛	65⅛ ⅜	65⅛ 6
South-Wales	...	84½	...	83½	83½	84

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 26TH DAY OF SEPTEMBER, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,156,280	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,681,280
		Silver Bullion	...
	£25,156,280		£25,156,280

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,653
Rest	3,924,524	Other Securities	19,719,700
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	8,464,993	Notes	6,014,160
		Gold and Silver Coin	594,808
Other Deposits	9,190,690		
Seven day & other Bills	789,114		
	£36,922,321		£36,922,321

Dated the 1st day of October, 1857. M. MARSHALL, Chief Cashier.

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

Bankrupts.

TUESDAY, *Sept.* 29, 1857.

BATLEY, RICHARD, Timber Merchant and Coal-dealer, 31 Gifford-st., Caledonian-road. *Pet.* Sept. 23. Oct. 9, at 11.30, and Nov. 12, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Parker, Rooke, & Parker, 17 Bedford-row.

BOOCKE, FREDERICK ROBERT PAUL, Goldsmith, 86 Newman-st., Oxford-st. *Pet.* Sept. 26. Oct. 12 and Nov. 10, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Chidley, 10 Basinghall-st.

FREEMAN, WILLIAM, Bookseller, 69 Fleet-st. *Pet.* Sept. 28. Oct. 9, at 1, and Nov. 12, at 1.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Spicer, Staple-inn.

GABRIEL, BENJAMIN WILLMOTT, Cottonspinner, Hempshaw-la., Stockport, Cheshire. *Pet. for Arrgmt.* June 10. Oct. 13 and Nov. 3, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Cooper & Sons, Manchester.

GLOVER, WILLIAM, Innkeeper, Liverpool. *Pet.* Sept. 25. Oct. 12 and Nov. 2, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Evans & Son, Commerce-ct., Lord-st., Liverpool.

HALL, CHARLES, Poulterer, 52 Albemarle-st., Piccadilly. *Pet.* Sept. 28. Oct. 13, at 2, and Nov. 10, at 2.30; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* King, 35 King-st., Cheapside

HALL, JOHN (Robert Hall & Son), Mill-maker, Dudley and Oldswinford, Worcestershire. *Pet.* Sept. 4. Oct. 15 and 30, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Coldicott & Canning, Dudley; or Smith, Birmingham.

HARRISON, JOSEPH, Cornchandler, Epsom, Surrey. *Pet.* Sept. 25 Oct. 10 and Nov. 10, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass* Edwards. *Sol.* Jaqnet, New-inn.

HOOKHAM, JAMES FRANCIS, Licensed Victualler, 1 Eyre-st.-hill, Leatherla., Holborn. *Pet.* Sept. 25. Oct. 8, at 11, and Nov. 12, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Sidney, 50A Lincoln's-inn-fields.

PASSMORE, EMANUEL, Licensed Victualler, 25 King-st., West Smithfield. *Pet.* Sept. 26. Oct. 12 and Nov. 10, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Marshall, 30 Redcross-sq., Cripplegate.

FRIDAY, *Oct.* 2, 1857.

BAYLEY, SAMUEL, & THOMAS RUSSELL (Samuel Bayley & Co.), Silk Dyers, Macclesfield. *Pet.* Sept. 25. Oct. 14 and Nov. 4, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Manchester.

BRACHER, WILLIAM, WILLIAM HAWKINS BRACHER, & JOHN BRACHER, Plumbers, Painters, and Glaziers, 15 Gt. Ormond-st., Bloomsbury, and Victoria-rd., Plaistow, Essex; trading as Bracher & Sons at 15 Gt. Ormond-st., and Bracher & Sons and J. Bracher & Co. at Victoria-rd., Plaistow. *Pet.* Sept. 29. Oct. 14 and Nov. 13, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Morris, Stone, Townson, & Morris, Coleman-st.-bldgs.

BRIGHT, HENRY SMITH (Taylor & Bright), Merchant, Kingston-upon-Hull. *Pet.* Sept. 26. Oct. 21, and Nov. 25, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Wells & Smith, Kingston-upon-Hull.

CLOUGH, ROBERT, Hosier, 130 Oxford-st. *Pet.* Sept. 29. Oct. 15, at 1, and Nov. 17, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Devey, 34 Ely-pl.

CRAVEN, HENRY BURKILL, Corn Factor, Leeds. *Pet.* Sept. 30. Oct. 16, and Nov. 20, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* J. & H. Richardson, & Gaunt, Leeds.

CREAM, ROBERT CHEVALLIER, Apothecary, Rushall, Wilts. *Pet.* Sept. 26. Oct. 13, and Nov. 10, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Abbot & Lucas, Albion-chambers, Bristol.

CROCKER, JAMES, Ir nmonger, Okehampton, Devon. *Pet.* Sept. 30. Oct. 13, and Nov. 5, at 11; Queen-st., Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Bragg, Chagford, Devon; or Stogdon, Exeter.

CROSS, SOLOMON (West Bromwich Co.), Corn Factor, West Bromwich, Staffordshire. *Adjn.* Oct. 1. Oct. 15, and Nov. 5, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Caddick, West Bromwich; or Knight, Birmingham.

FARNWORTH, NATHAN, Chemist and Druggist, Chorley, Lancashire. *Pet.* Sept. 26. Oct. 16, and Nov. 10, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Christian & Jones, Liverpool; or Hall, Manchester.

HARRISON, ROBERT, JAMES KIERO WATSON, & HENRY PEASE, Bankers, Kingston-upon-Hull. *Pet.* Sept. 24. Oct. 14 and Nov. 25, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Lightfoot, Earnshaw, & Frankish, Kingston-upon-Hull.

HAWKEY, JOHN TAMBLYN, Dealer in Cattle, Cardinham, Cornwall. *Pet.* Sept. 23. Oct. 13 and Nov. 5, at 11; Queen-st., Exeter. *Com.* Bere. *Off. Ass.* Hirtzell. *Sols.* Sargent, Liskeard; or Stogdon, Exeter.

HUTCHINGS, THOMAS, Contractor of Public Works, 5 Adam-st., Adelphi. *Pet.* Sept. 26. Oct. 16, at 11, and Nov. 13, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Richardson & Sadler, 15 Old Jewry-chambers, Old Jewry.

KEETH, WILLIAM, Innkeeper, Three Tuns Inn, High-st., Exeter. *Pet.* Sept. 29. Oct. 13 and Nov. 5, at 11; Queen-st., Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Turner, Castle-st., Exeter.

PAYNE, THOMAS, Lessee and Manager of the Strand Theatre, 4 York-rd., Lambeth, and of the Strand Theatre, Strand. *Pet.* Sept. 30. Oct. 13 and Nov. 13, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Levi, 61 Burton-crsct., Tavistock-sq.

POVEY, CHARLES, Butcher, West Bromwich, Staffordshire. *Pet.* Sept 21. Oct. 15, and Nov. 5, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Hodgson & Allen, Birmingham.

ROBERTSON, WILLIAM, Currier, 15 Summer-la., Birmingham. *Pet.* Sept. 30. Oct. 12, and Nov. 2, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Harding, Birmingham; and Southal & Nelson, Birmingham.

ROPER, THOMAS (Thomas Roper & Co.), Wholesale Druggist, 6 Falcon-sq. *Pet.* Oct. 1. Oct. 15, at 12; and Nov. 17, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Depree & Austen, 23 Lawrence-la., Cheapside.

SMORTHWAITE, WILLIAM, Baker, Barking, Essex. *Pet.* Oct, 1. Oct. 13, at 12, and Nov. 13, at 12.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Young & Plews, Mark-la.

STUBBS, HENRY, Corn Dealer, Bishop's Sutton, Southampton. *Pet.* Sep. 28. Oct. 13, at 12, and Nov. 12, at 11.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Godwin, 4 Essex-ct., Temple; or Greenfield, Winchester.

VANDERSLUIS, SAMUEL, Tailor, 133 Lower Marsh, Lambeth, and Westminster-rd., Lambeth. *Pet.* Sept. 21. Oct. 13, at 11.30, and Nov. 13, at 12.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Dalton, King's Arms-yard.

WARBURTON, GEORGE, & JOHN ORMESHER, Silk Brokers, Manchester. *Pet.* Sept. 30. Oct. 16 and Nov. 5, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Boote & Jellicorse, Manchester.

BANKRUPTCIES ANNULLED.

TUESDAY, *Sept.* 29, 1857.

BOYD, JOHN EDMUND, Baker, late of Grosvenor-st. West, Pimlico. Sept. 24.

GARDINER, JAMES, Woollen-cloth Manufacturer, Holme, Yorkshire. Sept. 17.

LANCASTER, HENRY, Ironmaster, Walsall, Staffordshire. Sept. 28.

MEETINGS.

TUESDAY, *Sept.* 29, 1857.

BARTON, JOHN (John Barton & Co.), Silk Manufacturer, Spring-gdns., Manchester. Oct. 22, at 12; Manchester. *Com.* Skirrow. *Div.*

BENTHAM, HENRY APTHORP, Shipowner, Sunderland. Oct. 13, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Sept. 10) *Last Ex.*

CARR, WILLIAM RIDLEY, & THOMAS LAIDLER (trading with John Carr, already adjudged a bankrupt, under firm of Montague Coal Company), Coalowners, Denton, Northumberland. Oct. 20, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Div.*

DILLON, THOMAS, Boot and Shoe Maker, Halifax. Oct. 23, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Div.*

ELLIS, EDWARD, Wine Merchant, Ludgate-hill. Oct. 20, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

FITCOMB, EDWARD, Builder, Clewer-green, Clewer, Berks. Oct. 22, at 11; Basinghall-st. *Com.* Fane. *Div.*

FORSTER, BENJAMIN, Draper, Newcastle-upon-Tyne and Wallsend, Northumberland. Oct. 21, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

GILL, JAMES, Hop-factor, Calvert's-bldgs., 241 High-st., Southwark. Oct. 22, at 11; Basinghall-st. *Com.* Evans. *Div.*

GREGORY, WILLIAM JOHN, Bedding Manufacturer, Leeds. Oct. 23, at 12; Commercial-bldgs., Leeds. *Com.* Ayrton. *Div.*

HAWKE, WILLIAM, Builder, 8 Gt. Queen-st., Lincoln's-inn-fields. Oct. 22, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

HIRST, GEORGE MILNES, GEORGE HIRST, & WILLIAM FREDERICK WILMAN, Manufacturers, Bentley, Yorkshire. Oct. 23, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Div.* Joint est., and sep. ests. of G. M. Hirst and W. F. Wilman.

JOHNSON, JOHN, Contractor, Crook, Durham. Oct. 21, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First and Final Div.*

KING, OCTAVIUS, & ALFRED KING, Corn Merchants, Dullingham, near Newmarket. Oct. 26, at 12; Basinghall-st. *Com.* Evans. *Divs.*

NEVILLE, MICHAEL, Brassfounder, Liverpool. Oct. 22, at 11; Liverpool. *Com.* Stevenson. *Div.*

PEACH, WILLIAM (William Peach & Co.), Coal Merchant, Derby. Oct. 20, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Div.*

RICHARDSON, JOHN, jun., Common Brewer, Cockermouth, Cumberland. Oct. 20, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

SCHAFER, JACOB WILLIAM HENRY, & WILLIAM HENRY BROWN, Merchants, 48 Fenchurch-st. Oct. 20, at 2; Basinghall-st. *Com.* Holroyd. *Div.* sep. est. J. W. H. Schafer.

SHARPER, DIXON, Ship-chandler, West Hartlepool, Durham. Oct. 13, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Sept. 16) *Last Ex.*

SHOOLBRED, JOHN, Tailor, 34 Jermyn-st. Oct. 22, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

STARLING, GEORGE DURRANT, Grocer, Ormesby, Norfolk. Oct. 22, at 2; Basinghall-st. *Com.* Holroyd. *Div.*

WALKER, JOHN, Commission Agent, Blackburn, Lancashire. Oct. 22, at 12; Manchester. *Com.* Skirrow. *Div.*

WHITE, WILLIAM, Miller, New Crane Mill, Shadwell. Oct. 22, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

YOUNG, WILLIAM OGSTON, Ship and Insurance Broker, 4 Sun-ct., Cornhill, also of 54 Cross-st., Manchester, and 19 Dale-st., Liverpool. Oct. 20, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

FRIDAY, *Oct.* 2, 1857.

DORE, THOMAS JAMES, Innkeeper, Stour Provost, Dorset. Oct. 8, at 11 (instead of Oct. 7, as before advertised). *Com.* Evans.

FAITH, JOHN, Provision Merchant, 4 Cambridge-rd., Mile-end. Oct. 23, at 12; Basinghall-st. *Com.* Fane. *Div.*

FIGG, JOHN, Boot and Shoe Maker, Downing-st., Farnham, Surrey. Oct. 24, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

GOTCH, JOHN DAVIS, & THOMAS HENRY GOTCH, Bankers, Kettering and Rowell (otherwise Rothwell), Northamptonshire, and 43 Long-acre, Middlesex. Oct. 8, at 1 (instead of Oct. 7, as before advertised); Basinghall-st. *Com.* Evans. *Last Ex.*

GUNTON, ISAAC, Grocer, Manea, Isle of Ely. Oct. 24, at 12; Basinghall-st. *Com.* Fane. *Div.*

HERON, WILLIAM, Cloth Merchant, Huddersfield. Oct. 23, at 11; Commercial-bldgs, Leeds. *Com.* West. *Div.*

JOPLING, WILLIAM, Linen and Woollen Draper, Wolsingham, Durham. Oct. 15, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Aug. 28) *Last Ex.*

KIDSTON, WILLIAM, & FILMER KIDSTON, Medical and General Fitters and Fixture Dealers, 1 North-st., Sidney-st., Mile-end, and 3 Liverpool-st., Bishopsgate. Oct. 24, at 11; Basinghall-st. *Com.* Evans. *Div.*

LEWIS, RICHARD, Cloth Manufacturer, Wooton-under-Edge, Gloucestershire. Oct. 24, at 11; Basinghall-st. *Com.* Evans. *Div.*

LUMSDEN, THOMAS, Shipbuilder, South Shields, Durham. Oct. 16, at 12.30; Royal Arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Prf. Debts.*

MUNDAY, SAMUEL, Baker, 110 High-st., Gosport, Hants. Oct. 24, at 11; Basinghall-st. *Com.* Fane. *Div.*

NAZER, DANIEL, Hatter, Snargate-st., Dover, Kent. Oct. 8, at 12 (instead of Oct. 7, as before advertised) Basinghall-st. *Com.* Evans. *Choice of Assignee.*

ROBERSON, ISAIAH, Bootmaker, Upper Sydenham, Kent. Oct. 8, at 12 (instead of Oct. 7, as before advertised); Basinghall-st. *Com.* Evans. *Choice of an Assignee.*

SMALL, ELIZABETH SILBY, Plumber, Fonthill-pl., Clapham-rd., Surrey. Oct. 24, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

SMITH, RICHARD, Butcher, Salehurst, near Hurst Green, and Sedlescomb, near Battle, Sussex. Oct. 23, at 11; Basinghall-st. *Com.* Fane. *Div.*

SMITH, TILDEN, JAMES HILDER, GEORGE SCRIVENS, and FRANCIS SMITH, Bankers, Hastings, Sussex. Oct. 23, at 1; Basinghall-st. *Com.* Fane. *Div.* joint est.; and sep. est. of G. Scrivens.

STOKES, JOHN, Corn Chandler, 169 St. George-st., St. George-in-the-East, Middlesex. Oct. 8 (instead of Oct. 7, as before advertised), at 11.30; Basinghall-st. *Com.* Fane. *Last Ex., and Choice of Assignees.*

STRINGER, RICHARD, Draper, Harefield, Uxbridge, Middlesex. Oct. 24, at 12; Basinghall-st. *Com.* Evans. *Div.*

SWAN, JOHN, Merchant, 150 Leadenhall-st. Oct. 8 (and not Oct. 7, as before advertised), at 11; Basinghall-st. *Com.* Evans. *Last Ex.*

WATMOUGH, EDWARD, Draper, Manchester. Oct. 30, at 12; Manchester. *Com.* Skirrow. *Div.*

WATMOUGH, GEORGE, Draper, formerly of Chester, afterwards of St. Helens and Bolton, Lancashire, and now of Bolton, and also of Sheffield. Oct. 23, at 12; Manchester. *Com.* Skirrow. *Div.*

WILLEY, RICHARD, Linen and Woollen Draper, Leicester. Oct. 24, at 10.30.; Shire-hall, Nottingham. *Com.* Balguy. *Dir.*
WILSON, KNOWLTON, Surgeon, Sheffield. Oct. 24, at 10; Council-hall, Sheffield. *Com.* West. *Dir.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Sept.* 29, 1857.

BROWN, JOHN HUNTER, Rope Manufacturer, Sunderland. Oct. 21, at 12; Royal-arcade, Newcastle-upon-Tyne.
CLARKE, WILLIAM, Dealer in China, King's Lynn, Norfolk. Oct. 22, at 11.30; Basinghall-st.
DALE, THOMAS, Dealer in Drainage Pipes, Leek, Staffordshire. Oct. 30, at 10; Birmingham.
HYDE, GEORGE COCKBURN, Surgeon, 16 South-parade, Chelsea. Oct. 22, at 1; Basinghall-st.
JORDAN, JAMES, jun., Builder, 3 Campden-hill, Kensington. Oct. 22, at 12; Basinghall-st.
LORD, JAMES, Cottonspinner, Oak Mills, Millgate, Spotland, Rochdale, Lancashire. Oct. 22, at 12; Manchester.
MARSTON, THOMAS BURBIDGE, Dyer, Leicester. Oct. 27, at 10.30; Shire-hall, Nottingham.
MURFIN, SAMUEL, Innkeeper, Litchurch, Derbyshire. Oct. 27, at 10.30; Shire-hall, Nottingham.
ROSS, DANIEL, Grocer, Romford, Essex. Oct. 20, at 12; Basinghall-st.
SADGROVE, WILLIAM, jun., & RICHARD RAGG, Cabinetmakers, Eldon-st., Finsbury, and Dunning's-alley, Bishopsgate-st. Oct. 20, at 1.30; Basinghall-st.
SMITH, GEORGE ARCHER, Brick and Tile Maker, and Scrivener, late of Peterborough and Warrington, &c., Northamptonshire, now of 12 Chapel-st., Bedford-row. Oct. 22, at 12; Basinghall-st.
TALBOTT, EBENEZER, & SAMUEL GRICE, Ironfounders, Newarn, Lydney, Gloucestershire. Oct. 23, at 11; Bristol.

FRIDAY, *Oct.* 2, 1857.

DAVIES, THOMAS, Contractor, Neath, Glamorganshire. Oct. 23, at 11; Bristol.
HUTHERSAL, JOHN, Chemical Manure Manufacturer, Altrincham, Cheshire. Oct. 23, at 12; Manchester.
LOW, ABRAHAM, Cattle Salesman, Lower Homerton, Middlesex. Oct. 23, at 11; Basinghall-st.
M'GILL, WILLIAM, Shipbuilder and Merchant, formerly of Charlottetown, Prince Edward's Island, North America, afterwards of Manchester, in England. Oct. 29, at 1; Manchester.
METCALFE, WILLIAM THOMAS, Draper, Great Driffield and Bridlington, Yorkshire. Nov. 4, at 12; Town-hall, Kingston-upon-Hull.
SEARLE, WILLIAM THOMAS, Builder, Victoria-rd., Deptford, Kent. Oct. 24, at 11; Basinghall-st.
STOCK, WILLIAM, Glass Manufacturer, Newton, near Warrington, Lancashire. Oct. 26, at 11; Liverpool.
WANE, HENRY, & JOHN DANCE, Grocers, Fairford, Gloucestershire. Nov. 9, at 11; Bristol. On application of H. Wane.
WINNING, WILLIAM, Smallware Manufacturer, Wirksworth, Derbyshire. Oct. 27 (not Oct. 13, as advertised in *Gazette* of Sept. 18), at 11.30; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Sept.* 29, 1857.

DALTON, LEONARD, Stone Merchant, Canal Bridge, Old Kent-rd., Surrey. Sept. 21, 2nd class.
KINDRED, FREDERICK, Miller, Framlingham, Suffolk. Sept. 22, 2nd class.
LOW, MAXIMILIAN, Merchant, 40 Broad-st.-bldgs. Sept. 22, 2nd class.
PEARSON, CHARLES, Shipowner, 22 Park-st., Southampton-st., Camberwell, and 46 Lime-st., London. Sept. 22, 2nd class; after a suspension of six months.
RING, WILLIAM, Ham and Beef Shop Keeper, 29 Paddington-st., St. Marylebone. Sept. 21, 2nd class.

FRIDAY, *Oct.* 2, 1857.

FISHER, HENRY, Tailor, Nottingham. Sept. 30, 3rd class.
LODGE, WALTER, Cloth Manufacturer, Castle-hill, Almondbury and Huddersfield, Yorkshire. Sept. 7, 3rd class.
TALBOTT, EBENEZER, & SAMUEL GRICE, Ironfounders, Newarn, Lydney, Gloucestershire. Sept. 29, 1st class to S. Grice.

Professional Partnerships Dissolved.

TUESDAY, *Sept.* 29, 1857.

HILL, THOMAS AMES, & CHARLES ATKINS COLLINS, Attorneys-at-Law, Solicitors, and Conveyancers, Poulton, Somersetshire; by mutual consent. Sept. 8.

FRIDAY, *Oct.* 2, 1857.

GATTY, ROBERT, & ALFRED HOWARD, Attorneys and Solicitors, 3 Angelct., Throgmorton-st. Sept. 29.
TOWNE, ELDON ETHELBERT, & FREDERICK THOMAS DUBOIS, Attorneys-at-Law and Solicitors, 27 Broad-st.-bldgs. Debts due to or owing by the late partnership will be received and paid by E. E. Towne. Sept. 30.

Assignments for Benefit of Creditors.

TUESDAY, *Sept.* 29, 1857.

BROOK, ALFRED, Tailor, 110 Western-rd., Brighton. Sept. 8. *Trustees*, C. Rimmer, Warehouseman, 68 Blackfriars-rd.; R. Garland, Warehouseman, 36 Wood-st. *Sol.* Turner, 68 Aldermanbury.
BROWN, JOHN, Draper, 9 Brunswick-ter., Westbourne-grove. Sept. 7. *Trustee*, F. Dennant, Warehouseman, Aldermanbury. *Sol.* Turner, 68 Aldermanbury.
CLARKE, HENRY, Builder, 42 Grove-st., Poplar. Aug. 28. *Trustee*, O. Randall, Gent., Randall's-ter., East India-rd. *Sol.* Hutchins, 11 London-st.
EASSIE, WILLIAM, Timber Merchant and Contractor, High Orchard, Gloucestershire. Aug. 26. *Trustees*, R. Potter, Timber Merchant; H. J. Paul, Gent.; E. Boughton, Iron Merchant; T. W. Baxter, Timber Merchant, all of Gloucester. *Sol.* Helps, Gloucester.
HARRADINE, ROBERT, Bricklayer, Lower Tottenham, Middlesex. Sept. 10. *Trustee*, W. Burgess, Tallow Chandler, Tottenham. *Sol.* Scott, 36 Ludgate-st.
PARTON, WILLIAM, & ROBERT LANSDOWN, Drapers, Bath. Sept. 1. *Trustees*, C. Wilson, Merchant, Watling-st.; R Laxton, Warehouseman, Friday-st. *Sol.* Mardon, Christchurch-chambers, 99 Newgate-st.
PASSMAN, JOHN, Currier, Stockton, Durham, and MARY, his Wife. Aug. 31. *Trustees*, E. Stead, Currier, Leeds; T. Wilkinson, Currier, Stockton. *Sol.* Simpson, 34 Commercial-st., Leeds. Creditors to execute within three months from Sept. 22.
WHISTON, THOMAS, Tailor, High-st., Gosport, Hants. Sept. 12. *Trustee*, C. Pigott, Button Manufacturer, 39 Gresham-st. *Sol.* Scott, 36 Ludgate-st.

FRIDAY, *Oct.* 2, 1857.

BENNETT, EDWARD, Tallow Chandler, Stockport, Cheshire. Sept. 21. *Trustees*, W. Lund & J. T. Unsworth, Soap Boilers, Liverpool. *Sol.* Ashton, 5 Vernon-st., Stockport.
BROWN, THOMAS, Stonemason, Helmington-row, Durham. Sept. 3. *Trustees*, J. Robson, Builder, Old Hunwick, Durham; J. Lambert, Miner, Bowdon-close, Durham. *Sol.* Horner, Darlington.
FAWKNER, THOMAS, Draper, Snow-hill, Birmingham. Sept. 15. *Trustee*, P. Gillibrand, Merchant, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.
FROOD, CHARLES TREFUSIS, & ELIZA BLACKWELL, Outfitters, George-st., Plymouth. Sept. 16. *Trustee*, S. Copestake, Lace Manufacturer, Bowchurchyd. *Sols.* Reed, Langford, & Marsden 59 Friday-st., Cheapside.
GARLAND, THOMAS, & WILLIAM HOLLAND, Builders, Nottingham. Sept. 21. *Trustees*, T. Banks, Iron Merchant; P. Bass, Plumber and Glazier; H. Lewis, Slater, all of Nottingham. *Sol.* Shilton, Nottingham.—Creditors to execute within three calendar months from Sept. 21.
GILES, CORNELIUS, Draper, Warminster, Wiltshire. Sept. 7. *Trustees*, J. Ravenhill, Banker, Warminster; J. F. Pawson, Wholesale Warehouseman, St. Paul's Churchyard; W. G. Eggar, Warehousman, Bristol. *Sol.* Jones, 15 Sise-la.,
HARDING, WILLIAM, Tailor, Kingston-upon-Hull. Sept. 3. *Trustees*, W Cutt, Woollendraper; J. Blackburn, Woollendraper, all of Kingston-upon-Hull. *Sol.* Bell, 17 Parliament-st., Kingston-upon-Hull.
HUTLEY, CHARLES, Blacksmith, Epping, Essex. Sept. 26. *Trustee*, R. Bell, Yeoman, Epping. *Sol.* Metcalfe, Epping.
JOYCE, MEDBURY, Timber Merchant, St. Neots, Huntingdonshire. Sept. 30. *Trustees*, T. Elgood, Corn Factor, St. Neots; B. Hall, Farmer, Cross Hall, Eaton Socon, Bedfordshire. *Sol.* Day, St. Neots.—Creditors to execute on or before Nov. 1.
LYND, WILLIAM, Oil Merchant, Leeds. Sept. 14. *Trustees*, R. Hudson, J. M. Smith, J. Ellershaw, jun., all of Leeds. *Sol.* Eddison, 58 Albion-st., Leeds.
MUNRO, JOHN, Timber and Stone Merchant, Richmond, Surrey. Sept. 9. *Trustees*, E. Adams, Timber Merchant, 33 Gracechurch-st.; T. Freeman, Stone Merchant, Millbank, Westminster. *Sol.* Rose, 11 Salisbury-st., Strand.
STEPHENSON, WILLIAM, Wheelwright, Haxey, Lincolnshire. June 6, 1856. The assignees will meet on Nov. 4, at 11, at the King's Arms Inn, Haxey, to make a dividend, when and where creditors who have not already executed may do so.
TEAL, GEORGE, Blacksmith, Lund, Yorkshire. Sept. 18. *Trustee*, T. Pickering, Ironmonger, Gt. Driffield. *Sols.* Foster & Tonge, Gt. Driffield.
THISTLETHWAITE, HANNAH, Hosier, Darlington, Durham. Sept. 19. *Trustees*, E. Backhouse, Banker, Darlington; W. Thompson, Sharebroker, Darlington. *Sol.* Mewburn, Darlington.—Creditors to execute on or before Nov. 1. Indenture lies at office of R. Thompson & Co., Darlington.
WALMSLEY, WILLIAM THOMAS, Cottonspinner, Marple, Cheshire. Sept. 15. *Trustees*, J. Orr, Commission Merchant, Manchester; J. Braddock, Grocer, Stockport, Cheshire. *Sol.* Gould, Manchester.—Indenture lies at office of Atkinsons, Saunders, & Herford, 3 Norfolk-st., Manchester.
WOODHEAD, JONAS, JOHN JAMES WOODHEAD, & SAM CARR WOODHEAD, Soap Manufacturers, Carlton, Wakefield. Sept. 15. *Trustees*, R. Hudson, J. M. Smith, J. Ellershaw, jun., all of Leeds. *Sol.* Eddison, 58 Albion-st., Leeds.

Creditor under Estates in Chancery.

FRIDAY, *Oct.* 2, 1857.

LORD, JOHN (who died in June, 1852), Farmer, Sagar Fold, Newchurch, Lancashire. Creditors or incumbrancers to come in and prove their claims on or before Oct. 27, at office of Registrar of the Liverpool District, 4 Norfolk-st., Manchester.
HAIRE, MARY ANN (who died in May, 1854), late of Lewes, Sussex. Creditors to come in and prove their debts on or before Oct. 30, at V. C. Wood's Chambers.

Scotch Sequestrations.

TUESDAY, *Sept.* 29, 1857.

ADAMS, SAMUEL, Merchant, Arbuthnott Arms Inn, Arbuthnott. Oct. 9, at 12, Mill Inn, Stonehaven. *Seq.* Sept. 25.
COWAN, HENRY, Spirit-dealer and Flax Merchant, Greengairs, New Monkland, Lanarkshire. Oct. 6, at 2, Forbes' Airdrie Hotel, Airdrie. *Seq.* Sept. 23.
ELDER, JAMES, Baker, Tarbert, Argyleshire; also partner in firm of Bakers' Mill Company, Greenock. Oct. 2, at 1, Argyle Hotel, Duncon. *Seq.* Sept. 24.
HAY, JOHN, Grocer, New-row, Perth. Oct. 8, at 1, Procurator's Library, County-bldgs., Perth. *Seq.* Sept. 26.
HERRIOT, PETER HAY, Belch-pl., Glasgow, & JOHN HERRIOT, jun., Rochester-pl., Glasgow (Herriot Bros.), Hat and Cap Merchants, Trongate and Argyle-sts., Glasgow. Oct. 6, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 25.
WILSON, THOMAS, Grocer, West Port, Dundee. Oct. 2, at 1, British Hotel, Dundee. *Seq.* Sept. 24.

FRIDAY, *Oct.* 25, 1857.

DUNCAN, WILLIAM RAE, late head Postmaster of Zetland, residing in Lerwick. Oct. 13, at 12; Sheriff-clerk's Office, in Lerwick. *Seq.* Sept. 23.
HENDERSON, BRYCE, Painter, Rothesay. Oct. 7, at 12; Bute Arms Hotel, Rothesay. *Seq.* Sept. 26.
KROTOSHINER, SAMUEL, Tobacconist, Glassford-st., Glasgow. Oct. 9, at 12, Hall of the Faculty of Procurators, St. George's-pl., Glasgow. *Seq.* Sept. 28.

To Subscribers.—*Subscribers desiring to receive their copies* post free *are requested to forward the amount of their subscription* (£2 8s. *for the first year, including the* Weekly Reporter *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* Mr. William Shaen.

To Non-Subscribers.—*Gentlemen who desire to be supplied with the future numbers of this paper are requested to send their orders to the Office of the Company,* 13, *Carey-street, Lincoln's Inn, London, W. C.*

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE SOLICITORS' JOURNAL.

LONDON, OCTOBER 10, 1857.

EDUCATIONAL UNION.

Last week we ventured to suggest that a very practicable means of instituting an education in common, for the two branches of the profession, might be found in the admission of solicitors or articled clerks, who should pass a voluntary examination, to attendance on the lectures given in the Inns of Court. We cannot suppose such a proposal would meet with instant approval. Like every other change, it must be canvassed before it can be adopted, and it might probably encounter opposition from different quarters. All objections, however, must ultimately resolve themselves into two—either that it would do too little, or that it would do too much. It may be said that the granting permission to a few students, who happened to enjoy a superior education, would have no practical consequences, or it may be said that its consequences would be undesirable; and then the evil apprehended would be feared in the interest of the higher or lower branch of the profession, according to the point of view of the particular objector.

Undoubtedly, considered in itself, it is a matter of very slight importance that a certain number of young men should receive instruction in the hall of an Inn of Court, instead of in the building of the Incorporated Law Society. But surrounding circumstances can give an importance to even less things than this. The attendance of students from both branches of the profession at the same lecture might mean nothing; but at the present time, and in the present crisis of the relation between the two branches, it would be indicative of a good deal. We are exactly in that position now when small things tell—when, to use a homely saying, a straw will show which way the wind blows. That some change in the relation between the two branches of the profession will come, is quite evident; but no one can say what the change will be. We are not prepared to express an opinion in what exact direction the change ought to be made. In a country like England we cannot discuss the balance of expediency without reference to the traditions, the usages, and even the prejudices of large portions of society. But one thing is evident: if the two branches of the profession are to be placed on a footing of greater equality, what will effect this will be that common opinion places the representatives of the lower, as men of thought, learning, and general education, on a level with the representatives of the higher. What persons who wish to effect a change require is, a safe ascertained instance to which they can confidently refer. Now, it would be an argument of real weight, and, what is exceedingly important, of a weight easily appreciated by every one, if it were in the power of a solicitor to point to the fact, that there were, at any rate, some of his own body who received exactly as wide and as high a legal education as the first men at the bar. Socially, also, it would not fail to raise the status of solicitors if it were known that it was always open to them to be classed with the bar during the period of study. On the other hand, the bar could not fail to reap some advantage from the introduction of their new associates. The students intending to practise as solicitors would generally be men who would afterwards hold a prominent place in their own profession; and if anything could diminish the suspicion and reality of undue nepotism, it would be that the most eminent solicitors, by receiving their higher education in common with cotemporary barristers, should have learned not only where merit lies, but in what merit consists.

It is possible that apprehensions might be entertained lest the institution of such a scheme should introduce a division into the lower branch itself. Solicitors might regret that there should be any arbitrary division drawn between members of their own ranks, and countenance given to the supposition that some portion of the body was higher and better educated than the rest. It is impossible to deny that those who chose to put themselves through the course we have suggested, would show that they were willing to submit to more trouble, and undergo a more solid preparation for their future duties, than those who refused or were not able to do so. And sometimes there might be some sort of injustice done to individuals in this way; and persons who were anxious and able to go through the course might be prevented by circumstances from doing so, and have an inferiority imputed to them which was quite undeserved. This is true, and it is an imperfection which attaches to the plan; but it is an imperfection which also attaches to every scheme of education that is more than rudimentary. Since the Law Society have established the system of giving prizes and certificates of merit, they have introduced an educational division between the foremost and the less successful of their candidates. And the inequality reaches further back than the limits within which educational systems can operate. The students who would feel qualified to seek at a comparatively early age a high legal education, would necessarily be persons who would long have enjoyed many advantages. It would be indispensable that they should have such an acquaintance with either Latin or French as would imply that they had been fortunate enough to be taught well and early. The only reason why a special examination would be advisable before this class of students was admitted to attend the lectures of the Inns of Court, would be, that it would be absurd to expect that even the majority of articled clerks could have received a preliminary education sufficiently good to enable them to feel at home in the lecture-room. The division, therefore, already exists, and must exist. Some students in their early life are more fortunate and more forward than others. It can be no hardship that this should be recognised formally, if the recognition is likely to prove beneficial to the general body, to which the more and the less fortunate alike belong.

A far greater difficulty will be practically found to be presented by the opposition of the bar. So far from thinking the proposal unimportant, we feel sure the leaders of that branch of the profession would consider it a very serious step. They would see that the exclusive *prestige* of the bar might be sensibly diminished by it. It could only be on public grounds, and from the honest conviction that the claim of solicitors to receive a common instruction was founded in justice, that they would yield. But if the general opinion of the professional and the lay public declared itself in favour of the concession, there is no doubt that, sooner or later, it must be made. And here, we think, an appeal to the history of the Inns of Chancery would be of no

little weight. It gives a great handle to the supporters of any application if they can show that they seek substantially to revive an old thing, and not to create a new one. The Benchers of the Inns of Court may be reminded that they preside over institutions which were once accustomed to give instruction to solicitors, and to exercise a headship over affiliated societies where barristers and solicitors lived and studied together. In a foreign country such an argument might not make much impression; but in England appeals to past history and old traditions strike so directly at the sympathies of every man, that they possess a power which exceeds, perhaps, their logical value. If the general body of solicitors were to agree that the plan were desirable, and ask for its adoption at the hands of the bar, they could at once give a colour of right to their proposal by a reference to the historical position of their own Inns; and then the good sense of the bar, personal respect for the applicants, and a deference to the opinion of impartial spectators both at home and abroad, would in time insure their success.

THE NORTHAMPTON BOROUGH COURT.

Most of our readers are aware that the Act which introduced the existing county courts into our judicature, as well as the subsequent Acts which extended their jurisdiction, did not abolish the Courts of Record, which had been long established in numerous boroughs throughout the country. Before the introduction of the present system no doubt these Courts were found to be useful for the recovery of small debts; and, even if they had not been, our Legislature is usually loath to interfere with existing institutions where vested rights are concerned. Under the Common Law Procedure Act, the provisions of that statute may be extended to such courts by an order of the Queen in Council; but, as far as our information extends, very few of them have availed themselves of this privilege; and the old practice, therefore, still continues to govern the procedure of the majority of these antiquated tribunals, which of itself is no inconsiderable disadvantage. But, if we are to place any reliance on the statements contained in a pamphlet recently given to the world by Mr. Becke, a solicitor, residing in Northampton, it would appear that there are other evils connected with these tribunals of a much more formidable character.

The pamphlet contains little else than a correspondence between Mr. Becke on the one hand, and the Recorder and Registrar of the Court on the other, relating to an action, in which judgment was obtained in the Northampton Borough Court of Record, against a client of Mr. Becke. Mr. Becke's charges may be arranged under three heads—1st, that it has been the practice of the Registrar to issue writs to be served out of the jurisdiction of the Court, thereby compelling defendants either to try the question of jurisdiction, or to submit to judgment by default; 2ndly, that the costs, particularly where execution issues, are exorbitant; and, 3rdly, that the Registrar, who is a practising solicitor, frequently acts as the attorney of the plaintiff—which, if true, may well account for that functionary's anxiety to extend the area of his operations. Judging from the facts disclosed in the pamphlet, there is little room to doubt the truth of the two first charges, nor is the third at all satisfactorily met, though in the particular case which has raised this discussion it is distinctly denied.

The circumstances which gave rise to this controversy are shortly these: A few months ago, Mr. Elton, a client of Mr. Becke, received a letter from Mr. Cooke, the Registrar—who, as we have mentioned, is a practising solicitor—requiring him to pay a small debt, together with 3*s.* 6*d.*, the charge for the application. The debt not having been paid, a writ was served by Mr. Cooke's clerk, as is alleged, and apparently without dispute, out of the jurisdiction—unless, indeed, as Mr. Serjeant Clarke, the Recorder, intimates in one of his letters, by immemorial usage, the writs of this Court run in all parts of the kingdom. Judgment having been signed, Mr. Becke applied for a summons to set it aside, and was refused. Thereupon he applied to the Recorder, whose letters, we are bound to say, are characterised by the utmost straightforwardness and anxiety to do justice. In the course of the correspondence which ensued, the Recorder and Mr. Becke are informed that the cause has been removed by the plaintiff's attorney into the Court of Exchequer—a statement which turned out to be incorrect. The upshot of the whole matter, however, was, that the plaintiff abandoned his judgment and all further proceedings in the cause; and, in doing so, he appears to have been better advised than in the earlier stages of his litigation. If we may judge by the result, it seems likely enough that the whole proceeding was illegal, and that, if it had been brought before the Court of Exchequer, it would have ended in nothing but costs and disappointment to the plaintiff. It is the first time that we have heard of an assumption by these Borough Courts of jurisdiction over persons residing in all parts of the kingdom; or that evidence for fifty years of the practice of serving writs outside the municipal boundaries is sufficient to make all her Majesty's subjects in England liable to be summoned to the Borough Court of Northampton, and to have judgment signed against them for non-appearance. In justice to Mr. Serjeant Clarke, we ought to say that he intimates this rather as Mr. Cooke's than his own notion of the law. The learned Serjeant, however, is, naturally enough, disposed to adopt the theory: for it is, doubtless, highly pleasing to the soul of the Recorder, however obnoxious it may be to the reason of the lawyer.

On the question of costs, Mr. Becke certainly proves a very strong case. The debt for which the action was brought was only 1*l.* 13*s.* 7*d.*, and the costs of obtaining judgment — the action being undefended — were 1*l.* 17*s.* 6*d.*, more than seven times as much as they would have been under the same circumstances in the county court. Other instances of a still more monstrous character are adduced by Mr. Becke. He mentions an undefended case in which the debt was only 5*s.* 6*d.*, and the costs, including the expenses of levy, were 1*l.* 15*s.* 6*d.*; and this sum did not include the fees payable on the sale of the property seized. We cannot go through the list with which Mr. Becke has furnished the public in a tabular statement appended to his *brochure;* but there is one instance which it is impossible to pass over. As the name of the cause and the particulars are given, there will be no difficulty in disproving the statement if it be erroneous; but should it turn out to be true, it is unquestionably high time to set in order, if not to abolish, tribunals of such an outrageously oppressive character as the Northampton Borough Court of Record. In the particular case to which we allude, the debt was alleged to be 8*s.* 10*d.*; and this included 8*s.* 6*d.* for Mr. Cooke's (the Registrar's) costs of the writ. The actual subject-matter of litigation was, therefore, a fourpenny piece; and the costs up to execution on this weighty stake, exclusive of Mr. Cooke's little bill for the writ, were forty shillings. It is possible that some explanation can be offered which may avert the odium that must necessarily be excited by the mere recital of such iniquitous proceedings as these. We cannot but hope there will be; but, should none be forthcoming, we earnestly wish Mr. Becke the same success which attended Jacob Omnium's attack upon the Palace Court, and that next session of Parliament will put an end to all these petty engines of local oppression. From these remarks we desire to except the Courts of Record of Manchester, Liverpool, Bristol, and other large towns, where they are really of use, and in some of which, the new common law procedure

having been introduced, business is conducted to the satisfaction of suitors and the public advantage.

With Mr. Becke's remaining charge against the Registrar of the Northampton Court of Record we have no anxiety to concern ourselves, inasmuch as it partakes of a personal character, and it is not fair to judge without hearing the other side. We can only say, that, if the Registrar is in the habit of practising as a solicitor in the court of which he is the principal ministerial officer, it is a most objectionable course of proceeding, and one that must frequently lead to very inconvenient results. If Mr. Cooke were an officer of a county court, his doing so would expose him to a fine under the statute. But it is fair to state that Mr. Cooke denies that he was the legal adviser of the plaintiff in the cause which gave rise to this discussion, and he alleges, that, though the writ was served by his clerk, it was done after office hours, and on the clerk's own account; and further, that Mr. Becke brought a similar charge against him on a former occasion, which he failed to substantiate in an investigation held before the Mayor and Town Clerk.

Apart, however, from all personal considerations, the questions raised by Mr. Becke in his pamphlet are such as demand serious inquiry in the proper quarter, and well deserve the attention of the public.

Legal News.

COURT OF BANKRUPTCY.—*Oct. 3.*

(Before Mr. Commissioner Evans.)

In re Colonel Waugh.

This was an audit meeting under the bankruptcy of W. Petrie Waugh, a director of the London and Eastern Banking Company, who was made bankrupt as a brickmaker, of Branksea Island, and elsewhere.

Mr. Bell, the official assignee, reported that the assets hitherto realised were of very trifling amount—not more than £1,000, being chiefly the proceeds of the bankrupt's stock in trade at Millbank and at Branksea. As the proofs may amount to upwards of a quarter of a million, there is of course no prospect of any early dividend. A sum of £10,000, the right to which is disputed between the assignees and the London and Eastern Bank, has been deposited in the Bank of England, to abide the result of an arbitration.

(Before Mr. Commissioner Holroyd.)—*Oct. 6.*

In re W. Hart.

The bankrupt was a wine and spirit dealer, of Charlotte-street, Blackfriars-road. This was the examination meeting. The accounts, prepared by Messrs. Paul and Turner, show a deficiency in April, 1856, of £126. The bankrupt now owes to unsecured creditors £1,575; all the property had been assigned. No trade assignee had been appointed at the meeting held for that purpose, and none was now named.

Mr. *Plews* appeared for the bankrupt, and Mr. *Moon* for the petitioning creditor, who was not desirous of taking the assigneeship.

Mr. *Plews* urged that the bankrupt ought not to suffer on that account. No one ought to present a petition who was not prepared to act as assignee.

Mr. *Lee*, the official assignee, having stated that the accounts were well kept and vouched, the bankrupt passed.

On Saturday, Oct. 3, at the Judges' Chambers, Mr. Baron *Channell* delivered judgment on an application for a writ of *habeas corpus* to bring before the court of Mr. Brent, the deputy coroner for Middlesex, a woman named Bridget Kavanagh, who had been committed to Newgate by the magistrate of Marlborough-street Police-court, on a charge of administering poison to her illegitimate child. Mr. Langham, the deputy-coroner for Westminster, who acted as solicitor for Mr. Brent, cited several cases in support of his application. The learned judge, however, consulted Mr. Corner, of the Crown Office, and learnt from him that of late numerous similar applications had been made to the judges, both at Westminster and at chambers, and in no instance had an order been made; and Mr. Baron *Channell*, having also cited various authorities, now observed that he had most carefully considered the case, and felt bound to say that he had no power to make the order for the writ.

We sincerely regret having to announce the death of Edward Lovell, Esq., one of the members of the firm of Messrs. Lovell, solicitors, of Wells. The deceased was clerk of the Wells County Court, and chairman of the Wells Burial Board.—*Bristol Mirror.*

The Lord Chancellor has appointed Mr. M. Fortescue, of the Home Circuit, Judge of the Devonshire County Court (Circuit No. 59), in the place of Mr. Praed, deceased.

It is our painful duty to announce the death, by pistol-wound, of Thomas Bentley Locke, Esq., J.P., at his residence, Hessle Mount. Mr. Locke was found dead in his bed-room on Friday morning. Mr. Locke was formerly a partner in the bank of Messrs. Harrison, Watson, & Co., which has just failed, but had, many years ago, ceased to have any pecuniary interest in that firm.—*Hull Packet.*

It is stated that Sir E. V. Williams, one of the Justices of the Common Pleas, and author of the "Treatise on the Law of Executors and Administrators," will be the Judge of the new Court of Probate.—*Bristol Mirror.*

Mr. Townsend, M.P., has been restored to his original position in a most unprecedented manner by his constituents. His bankruptcy has been superseded by a subscription of the electors, discharging all the debts and providing sufficient capital for his resumption of business, on even a larger scale. This is carrying out parliamentary reform with a vengeance, and with such an example a return to the good old plan of salaries for M.P.'s may even yet be hoped for.

Mr. J. K. Winterbottom, formerly of Stockport, has been elected town-clerk of Hobart Town, New South Wales, at a salary of £300 per annum. There were fifteen candidates for the office, five of whom were attorneys.

The Queen has appointed George B. Van Buren, Esq., of the Middle Temple, to be Attorney-General for the Island of Grenada; and Samuel Henry Frederic Abbott, Esq., to be Attorney-General for the Island of Tobago.—*London Gazette, Oct. 6.*

Notice has been given that the Vacation Master of the Court of Common Pleas will attend on Tuesday, Wednesday, and Thursday, to transact business at chambers.

The Insolvent Debtors' Court will sit on Saturday, the 17th inst., for bail cases and motions, and shortly afterwards the sittings for the hearing of cases will be resumed.

The following names were "proclaimed" at the Sheriffs' Court, Red Lion-square, on Thursday, Oct. 1:—Sir Robert Jukes Clifton, Bart., at the suit of Leon Solomon Demetri; Prince De Schinas, at the suit of Thomas Pratt; Richard Chapman King, at the suit of Robert C. Dewey; Josiah Bartlett, at the suit of Thomas Gardiner; W. Digby Seymour, at the suit of Edward Grove; J. E. Beale, at the suit of the same; and W. MacOubrey and his wife, at the suit of Richard Richards. The next proclamation day is fixed for the 19th instant.

TESTIMONIAL TO A SOLICITOR.

Mr. Charles E. Lewis, of the firm of Harrison & Lewis, of New Boswell-court, Lincoln's-inn, has recently been presented with a silver salver and a purse of one hundred sovereigns, by several of the officers who were removed by the passing of the Metropoitan Local Management Act, in testimony of their appreciation of his successful exertions to obtain compensation for them for the loss of their offices.

COUNTY COURT RETURNS, 1856.

A correspondent has sent us the subjoined tables compiled from the County Court Returns lately published:—

1.—*Circuits on which the greatest and the least number of Plaints were entered.*

Circuit.	Judge.	Plaints.
25 Wolverhampton	Clarke.....	23,983
13 Sheffield	Walker	20,188
8 Manchester	Brandt	19,388
30 Glamorganshire	Falconer.....	17,608
21 Birmingham.....	Trafford	17,532
41 Shoreditch.....	Storks.....	17,082
14 Leeds...	Marshall.....	17,080
9 Stockport	Yates	16,818
6 Liverpool	Pollock	15,617
7 Salford	Harden	14,390

	Circuit.	Judge.	Plaints.
19	Derby	Cantrell	14,879
47	Southwark	Whitmore	13,479
42	Clerkenwell	Jones	13,380
12	Halifax	Stansfield	13,272
45	Westminster	Bayley	13,041
5	Bolton, &c.	Hulton	12,691
48	Lambeth	Taylor	12,419
10	Oldham, &c.	Greene	11,752
44	Marylebone	Adolphus	11,731
55	Bristol	Sir E. Wilmot	*11,633
28	Carnarvon, &c.	Johnes	4,076
39	Colchester, &c.	Gurdon	3,629
59	Tavistock, &c.	Praed	3,549

* 9106 of these plaints were under 40s. each for a total sum of £7,198, and the total amount sued for on account of all these plaints was £23,323.

2.—*Circuits on which the largest and the least amount of Money was sued for.*

	Circuits.	Judges.	Sued for.		Costs.
13	Sheffield	Walker	£50,370	...	£5,428
6	Liverpool	Pollock	46,583	...	6,918
30	Glamorganshire	Falconer	46,104	...	3,133
25	Wolverhampton	Clarke	45,338	...	6,211
14	Leeds	Marshall	43,375	...	8,115
45	Westminster	Bayley	43,276	...	2,822
21	Birmingham	Trafford	40,377	...	5,304
41	Shoreditch	Storks	36,166	...	5,100
8	Manchester	Brandt	35,426	...	3,265
9	Stockport	Yates	35,224	...	2,984
7	Salford	Harden	34,078	...	3,525
12	Halifax	Stansfield	33,760	...	4,075
44	Marylebone	Adolphus	33,655	...	4,769
48	Lambeth	Taylor	33,225	...	3,801
2	Durham, &c.	Stapylton	32,805	...	3,338
19	Derby, &c.	Cantrell	31,447	...	3,687
42	Clerkenwell	Jones	31,189	...	3,351
47	Southwark	Whitmore	30,616	...	3,358
10	Oldham, &c.	Greene	30,481	...	3,480
5	Bolton, &c.	Hulton	30,358	..	3,200
33	Ipswich, &c.	Worlledge	12,875	...	1,642
58	Exeter, &c.	Tyrrell	12,439	...	1,377
39	Colchester, &c.	Gurdon	11,186	...	1,200

The total amount of fees received for the first nine months of the year 1856 were £193,341, or an average of £64,447 on the quarter. Under the new and reduced scale, the fees for the last quarter of 1856 amounted to £58,472, or a difference of £5,975.

Our correspondent suggests that similar returns to those relating to county courts ought to be annually obtained from the local courts of record of Manchester, Liverpool, Bristol, and other borough towns.

(To be continued.)

The French Tribunals.

The Court of Assizes of the Carreze has been occupied with a singular case of illegal arrest. The defendant Lallé was mayor of Champagnac-Lanoialle, and for seventeen years lived most happily with his wife, by whom he had not fewer than ten children. At the end of that time a pretty young woman became their servant, and he soon conceived a violent passion for her. An improper connection sprang up between them, and he persisted in maintaining it in spite of the remonstrances of his wife. At length the wife of the defendant became indignant at seeing her place in the household usurped by the stranger, and violent quarrels took place between her and her husband; sometimes even he beat her most savagely, and imprisoned her in her bedroom for days together. On the 28th of last July he again beat and imprisoned her, and she sent a message to two of her cousins—one the mayor, the other a municipal councillor of a neighbouring village—to come and rescue her. They did so, and carried her to Clerigoux. On learning what had been done, Lallé pursued the three fugitives, and he called on the police to assist him in arresting them for a robbery of 6,000f. This assertion was entirely false, and the police at the time suspected it to be so. They therefore demanded from Lallé, in his quality of mayor, not only a written authorisation to make the arrest, but that it should be stamped with the official seal of the Móirie. Lallé gave the authorisation demanded, and the three persons were arrested and kept in close confinement all night and part of the next day, when they were released by the Procureur-Imperial of Tulle, before whom they were carried. Finding the serious nature of his offence, Lallé offered to compromise the matter with his wife's relations for the sum of 1,000f. This was accepted. The matter, however, came to the ears of the authorities, and they instituted a prosecution against Lallé. The Court declared him guilty, and he was sentenced to fifteen months' imprisonment.

The Imperial Court of Paris has just decided upon an appeal from the Tribunal of Commerce. The facts of the case are interesting. M. Bartholy, the director of the theatre Beaumardráy, accepted, at the beginning of April last, a play in five acts, intitled "Le Naufrage de la Perouse," and, at the request of the authors, he engaged an actor, M. Durand, to perform in it, who was then out of employment. The agreement with this person was, that the engagement should be considered as commencing ten days before the performance of the piece, and that it should continue for a year. There was a further stipulation, that, from the time the piece should cease to be performed, Durand should, to the end of the year, play in any other pieces for which Bartholy should think him fit; and it was stipulated Durand's salary should be 125f. a month. The Censor refused to allow the piece to be performed, and, in consequence, Bartholy thought his agreement with Durand was rescinded, as it had been made solely on the supposition that the piece was to be played. But Durand brought an action against him before the Tribunal of Commerce to compel him to let him play at the theatre, and to give him 2,000f. damages for having refused to do so. The Tribunal of Commerce decided, that, as the engagement had been conditionally made, Durand's claim was unfounded; finding, however, that, although the piece had been refused by the Censorship in April, it was not until the 25th of May that Bartholy informed Durand he should not want his services, although Durand had kept himself at his disposal during the interval, it ordered Bartholy to pay 200f. to Durand as an indemnity for his loss of time. Both parties appealed against this judgment, but the Imperial Court confirmed it.

The Civil Tribunal was engaged on Wednesday last, in determining a rather singular case. It was an action brought by Mdlle. Geraldine, one of the principal actresses of the Théâtre des Folies Nouvelles, who applied to have a seizure of her salary, which had been made by a mercer of St. Petersburg, removed. She represented that some time ago she was singing in St. Petersburg, with great success, and that the Prince de Y——, a wealthy Russian, paid her great attention. He made her many presents, and among them two silk dresses, bought for 112 roubles, or 448f., at the shop of a mercer there, whose name is Chevalier. The Prince, it appeared, had omitted to pay for them, and Chevalier having come to Paris had obtained authorisation to seize her salary; but she maintained that the seizure was illegal, inasmuch as it was the Prince de Y—— who was responsible for the payment of the dresses. Chevalier represented that Mdlle. Geraldine alone had ordered the dresses, and that it was to her that he had supplied them. The Tribunal decided that the actress must pay the debt, and that Chevalier should be authorised to receive two-thirds of her salary until she had done so.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—*(Continued.)*

CAP. XLI.—*An Act to revive and continue an Act to amend the Law relating to Loan Societies.*

It deserves remark, in reference to this Act, that the practice which has lately obtained, in so many instances, of passing Acts of Parliament to be in force only for a temporary period, and, on their being about to expire, again prolonging their existence for another term—appears to be objectionable, inasmuch as in a hurried session there is great danger of their being forgotten; and of inconvenience, and probably litigation, arising in consequence. In the present instance, the Legislature, in the year 1835, sanctioned (by 5 & 6 Will. 4, c. 23) the formation of institutions "for establishing loan funds for the benefit of the labouring classes." This Act (which was perpetual) was repealed, five years after, by 3 & 4 Vict. c. 110; by which "loan societies" were authorised *eo nomine* for a short period, which was successively continued (and, lastly, by 16 & 17 Vict. c. 110) until 1st October 1856, "and to the end of the then next session." With the last session, therefore, of the last Parliament, loan societies ceased to be recognised by law; and we believe there never was

an intention to try the experiment any longer. It was, however, never contemplated that these societies should be left without any provisions under which their affairs should be properly wound up; and a short continuing Act, before Easter, should have been (but was forgotten to be) passed with this object. As it was, between Easter and the 17th August in the present year, these societies were in a most anomalous state; and the Act under discussion seeks to remedy this, by continuing the 3 & 4 Vict. c. 110 till August 1, 1858, and (with reference to the *hiatus* of which we have spoken) by declaring that "this Act shall be deemed and taken to have effect from the expiration of the time limited for the continuance of the said Act hereby continued by the said Act of the 16th & 17th years of her Majesty, as fully and effectually to all intents and purposes as if this Act had actually passed before the expiration of the time so limited." It would not be easy to match this specimen of "parliamentary magic," while the fact of its necessity is an amusing satire upon our system of law making. The other two sections of the Act under discussion respectively provide for the gradual winding up of the affairs of existing societies, even after (if necessary) the 1st August, 1858; and against the circumstance of the expiration of 3 & 4 Vict. c. 110, on that date, operating so as to revive any part of 5 & 6 Will. 4, c. 23. But as to this last provision, it may be observed, that, by 13 & 14 Vict. c. 21, "An Act for shortening the Language used in Acts of Parliament," provision was made, that, where an Act repealing, in whole or in part, any former Act, is itself repealed, such last repeal shall not revive the Act or provisions before repealed, unless words of revival be added. Now, by the 1st section of 3 & 4 Vict. c. 110, parts of the 5 & 6 Will. 4, c. 23, were repealed, and therefore a *repeal* of 3 & 4 Vict. would not have revived any such part of 5 & 6 Will. 4. It was considered, we suppose, that the provision of 13 & 14 Vict. would not apply to the *expiration* of 3 & 4 Vict.; but we own to some doubt whether the difficulty presented itself to the framer of the Act under discussion.

Cap. XLIII.—*An Act to improve the Administration of the Law so far as respects Summary Proceedings before Justices of the Peace.*

Although the Act under discussion bears the above general title, it appears from its preamble, and an examination of the contents, to be aimed exclusively at the subject of *appeals* from the decisions of magistrates in point of law; and, as to these (in those cases to which the Act under discussion applies), to dispense with the necessity for first appealing to the court of quarter sessions; and, further, to give to the Exchequer and Common Pleas a share in the jurisdiction as to such cases, hitherto enjoyed exclusively by the Queen's Bench.

With this view, the Act under discussion enacts (by s. 2), that, after the hearing and determination by magistrates of any information or complaint which may be determined in a summary way, either party to the proceeding, if dissatisfied with the determination as being erroneous in point of law, may apply in writing, within three days, to the magistrates to state and sign a case, setting forth the facts and grounds of determination, for the opinion of one of the superior courts of law; and that such party (thereinafter called the "appellant") shall, within three days after receiving such case, transmit the same to the court named in the case, first giving notice in writing to the other party, (thereinafter called the "respondent.")

At the time of making application for the case, and before it is delivered to him, the appellant (by s. 3) must enter into a recognisance to prosecute the appeal without delay; to submit to the judgment of the superior court; and to pay any costs awarded thereby; and must, at the same time, pay the magistrates' clerk his fees for, and in respect of, the case and recognisances, and any other fees to which he is entitled—which fees (except such as are already provided for by law) are scheduled to, and fixed by, the Act under discussion—pending their ultimate ascertainment and regulation as provided for by 11 & 12 Vict. c. 43, s. 30—viz. by the justices themselves (or by the council, in case of a borough), under the superintendence and allowance of the Home Secretary. After the appellant has entered into such recognisances, and paid such fees, he will then, if in custody, be liberated; upon the recognisance being further conditioned for his appearance to abide the judgment of the magistrates within ten days after the judgment of the superior court shall have been given, unless the determination appealed against be reversed.

There is, however (by s. 4), a provision enabling the magistrates to *refuse* a case, if, in their judgment, the application is frivolous, on giving the appellant, at his request, a signed certificate of such their refusal; but they cannot so refuse a case, if the application for it be made to them under the direction of the Attorney-General; and (by s. 5) in case of their refusal on the ground of frivolity, the Court of Queen's Bench may be moved for a rule, calling on them to show cause why the case should not be stated—by the result of which rule they must be governed.

Such being the provisions as to the case itself, it is further enacted (by s. 6) that the superior court named in the case shall hear and determine the question; and may reverse, affirm, or amend the determination of the magistrates; or may remit the matter to them with the opinion of the Court thereon; or may make such other order in relation to the matter, and such orders as to costs, as to the Court may seem fit. This last power, however, is subject to the qualification that no magistrate is to be liable to any costs in respect, or by reason, of the appeal.

After the decision of the superior court, the magistrates in relation to whose determination the case has been stated, or others exercising the same jurisdiction, are authorised (by s. 9) to enforce any conviction or order affirmed, amended, or made by the superior court, as the magistrates originally deciding the case might have done, had there been no appeal.

Other sections of the Act under discussion provide for the amendment of the case stated; for the exercise of the authority and jurisdiction of the superior court by a judge of such court at chambers, and in vacation as well as term; and for the issue of rules and orders by the superior courts, from time to time, as occasion shall arise, to regulate the practice and proceedings in reference to appeal cases. It is also declared, that no *certiorari* or other writ shall be required for the removal of any conviction, order, or other determination in relation to which a case is stated, or for obtaining the judgment or decision of the superior court under the Act; and that the Act is to apply to the determinations of the metropolitan and all other stipendiary magistrates, as well as to other justices of the peace. There is also a provision (s. 13) as to enforcing the recognisances, where the conditions or any of them are broken, in the same manner as provided for by 2 & 3 Vict. c. 71, s. 45, in reference to the Metropolitan Police Courts. And, finally, the right of appeal to the Quarter Sessions, which at present exists under the provisions of 11 & 12 Vict. c. 43, ss. 27 *et seq.*, is taken away from, and considered to be abandoned by, any person appealing under the provisions of the Act under discussion. The Act does not extend to Scotland, but it applies to Ireland; and, in order to make it so applicable without further trouble, the inconvenient course has been adopted of making an unaccustomed definition of the "superior courts of law." By s. 1, these for England are declared to be "the Supreme Courts of Law at Westminster;" but the term "superior courts of law" is one which has a well-known and recognised meaning. The term "supreme courts of law" has hitherto not been recognised in England; and will now be so, only in reference to the Act under discussion.

Another blemish in the Act seems to be, that, as far as s. 8, the provisions refer only to an appeal from a "determination;" in s. 9, however, as already mentioned, provisions are made for the enforcement of "any conviction or order;" while, in s. 10, the provision as to *certiorari* applies to the removal of "any conviction, order, or other determination." Now, either the term "determination" *includes* a "conviction or order," or it does not. If it does not, then all three should have been mentioned in the previous sections; for, any of the three may, it is presumed, give rise to an appeal. If it does, then there is no occasion for "conviction" or "order" to be mentioned in the 9th or 10th sections.

Another point may be raised. By s. 3 certain fees are mentioned (specified in the schedule), the payment of which is a condition precedent to the case being delivered to the appellant. One of these fees is the sum of two shillings for a certificate of refusal of the case. But by s. 4, the justice is bound to sign and deliver such certificate to the applicant on his request; and nothing is said as to the payment of any fee for it. Is it intended that the applicant must nevertheless pay the justice-clerk before he can claim the certificate? If so, it should have been so stated in express terms; and the rather, because the person making application for a case on a frivolous ground is the very person to object to pay the clerk his fee for the certificate of refusal. Moreover, how is the magistrate to recover against a pauper applicant the expenses of a rule discharged with costs? The recognisance mentioned in s. 3 applies only to the *delivery* of a case.

Cap. XLVIII.—*An Act to make better Provision for the Care and Education of vagrant, destitute, and disorderly Children, and for the Extension of Industrial Schools.*

The following is a general account of the provisions of this

Act, which is an experiment, for the first time, as to how far these institutions can be made available for the purpose of enforcing the responsibility of parents to provide for the proper care of their children.

The Education Committee of the Privy Council may, upon application from the managers of any school in which industrial training is provided, and in which children are fed as well as taught, direct an examination to be made as to its conditions and regulations; and if, upon the report of the Examiner, the committee are satisfied therewith, they may grant a certificate constituting such school a "certified industrial school" within the meaning of the Act under discussion; and when any child above the age of seven, and under that of fourteen, is taken into custody on a charge of vagrancy under any Act, any two justices may make inquiry into the matter, and may, on conviction of the child, deliver him up to his parent, guardian, or nearest adult relative, on his giving an assurance in writing that he will be responsible for the good behaviour of the child for any period not exceeding twelve months; and, in default of such assurance, may order the child to be sent, for such period as they may think necessary for his education and training, to any certified industrial school, the managers of which shall be willing to receive him. The parent, also, may be ordered by the justices, at their discretion, to pay the managers a weekly sum, not exceeding three shillings, until the child attains the age of fifteen, or is discharged; but it is provided, that, after that age, no person shall be detained in any such school against his consent. And this statute further enacts, that the guardians of any union or parish wherein relief to the poor is administered by a board of guardians, may, if they deem proper (with consent of the Poor-law Board), contract with the managers of any such school for the maintenance and education of any pauper child.

Recent Decisions in Chancery.

WINDING-UP JOINT-STOCK COMPANY—CONTRACT BY DIRECTOR INTERESTED.

Sea Fire Life Insurance v. *The Port of London Shipowners' Loan and Insurance Company*, Ho. of Lords, Aug. 15, 1857.

The facts of this case, which were not very numerous or complicated, may be shortly stated as follows:—The respondents' company, being in a state of insolvency, assigned its business to the appellants—the latter company having been started by the managing officer of the former, for the purpose of effectuating the transfer. There was no power in the deed of settlement of the Port of London Company enabling the directors to enter into such a contract; but the deed of the other company, having been shaped expressly with a view to the transaction, contained a clause empowering the directors of that company to purchase the business of any insurance company, and generally to enter into such a contract as formed the subject-matter of the present litigation. The deed of assignment was executed by two directors of the Sea Fire Society, but there was no sufficient evidence of its execution by the other company. Both were registered under the 7 & 8 Vict. c. 110, and subsequently were ordered to be wound up, when the official manager of the Port of London Company carried in a claim under the deed of assignment, and a covenant of indemnity therein contained, against the Sea Fire Society. The Master (*Tinney*) dismissed the claim on the ground that the directors of the Port of London Company had no power to enter into the contract without the sanction of a general meeting of their shareholders, which had not taken place; and because there had been no meeting of the directors specially summoned, as the provisions of the company's deed of settlement required, before entering into such a contract as the disposal and transfer of the company's business. V. C. *Stuart* affirmed this decision (see 2 W. R. 389); but, upon appeal, the Lords Justices reversed his Honour's decree, and allowed the claim for indemnity, upon the principle, that, there being no proof of fraud in the parties who effected the transfer, and the transferees having entered upon the business, the Court would make every reasonable presumption in favour of the validity of the transaction. The decision of the House of Lords, reversing the decree of the Lords Justices, went upon a point which had not been raised in either of the Courts below; yet the Lord Chancellor carefully abstained from indorsing the doctrine of presumption enunciated by the Lords Justices. The new point raised before the Lords was this: it was necessary, under the provisions of the deed of the Sea Fire Society, that three directors should be present to constitute a board meeting, and to exercise the authority thereby conferred upon the directors generally. Two had signed the deed of assignment, which would be sufficient if three had been present at the board meeting, when the two directors had signed. The evidence supporting the validity of the deed was, that a Mr. Collingridge, who was the promoter and managing director of both companies, was the third director present—a circumstance which passed unnoticed in the Court below, but which decided the case when before the House of Lords. Both companies, as we have already mentioned, were registered under the Joint-Stock Companies Registration Act; they were, therefore, liable to all its provisions; of which all parties dealing with either of them were bound to take notice. By the 29th section, if any director is directly or indirectly interested in any contract proposed to be made by or on behalf of the company, during the time of his directorship, he is precluded from voting as a director on the subject of such contract; and if a director is interested in such a contract, except it be in the ordinary course of business, it is to be submitted to the shareholders as therein provided; and no such contract is to have force until confirmed by a majority of the shareholders. The third director, who was alleged to be present at the execution of the deed of assignment, being a person interested in the contract, and it never having been ratified by a meeting of shareholders, the whole transaction was held by the House of Lords to be void, under the combined operation of the Act and the clause in the deed of settlement. Indeed, the Lord Chancellor seems to have considered that it would have been void even without the clause in the company's deed requiring the presence of three directors at a board meeting—"It appears to me to be perfectly clear," said his Lordship, "that there can be no remedy, either at law or in equity, against a company upon any contract entered into in which a director of the company was a party, and in which he was interested, unless the terms of the 29th section have been complied with . . . Supposing Collingridge was present, he would be a party interested; and, being a party interested, it would not be competent to him, by his presence, to give validity to the transaction; and not only would it not be competent to him to give validity to it, but the transaction would be altogether invalid—a director interested having been a party—until the matter had been brought before a general meeting, and approved." Lord *Wensleydale*, the only other legal peer present during the argument of the case, fully concurred in this view.

In delivering judgment, Lord *Wensleydale* insisted, at some length, that the deed of settlement of a company registered under the 7 & 8 Vict. c. 110 is notice to all the world of the provisions which it contains. As the point has never been definitively settled, though it has very often turned up in argument, and, moreover, as it is one of great importance, we give his Lordship's own words:—"The Legislature," he says, "devised the plan of incorporating these (joint-stock) companies in a manner unknown to the common law, with special powers of management and liabilities; providing at the same time that all the world should have notice who were the persons authorised to bind all the shareholders, by requiring the partnership-deed to be registered, certified by the directors, and accessible to all; and besides, including some clauses as to the managers in the Act 7 & 8 Vict. c. 110, ss. 7, &c. All persons, therefore, must take notice of the deed and of the provisions of the Act. If they do not choose to acquaint themselves with the powers of the directors, it is their own fault; and if they give credit to any unauthorised persons, they must be contented to look to them only, and not to the company at large. The stipulations of the deed, which restrict and regulate their authority, oblige those who deal with the company; and the directors can make no contract so as to bind the whole body of shareholders, for whose protection the rules are made, unless they are strictly complied with." It is a curious circumstance, that the same question—viz. whether a company's deed of settlement is notice of all its provisions to parties contracting with the company—was very largely discussed in a case which also arose under the winding up of the Sea Fire Company (*Greenwood's case*, 2 W. R. 210; *S. C.* on appeal, Id. 322). The short question there was—whether, under the provisions of this Act, shareholders in a company could limit their liability to creditors by stipulations in the deed of settlement. V. C. *Stuart* decided in the affirmative, substantially upon the grounds stated by Lord *Wensleydale*. "The deed," said his Honour, "was registered under the Act of Parliament in order that every person dealing with the company should have the means of becoming acquainted with these and the other stipulations which it contained; and, having the means of acquiring the knowledge of

such important matters, the law of notice, founded in this respect on a plain principle of justice, requires that they should not be allowed, on the footing of ignorance of these stipulations, to make the shareholders' separate property liable to the demands from which it was agreed they should be exempt. . . . No judge could properly make an order extending the liability without having regard to the stipulations of the registered deed and the terms of the contract under which the creditor claimed." The principle of the Vice-Chancellor's judgment, and also of Lord *Wensleydale's* observations, in the present case, is the same —viz. that partnership is only a species of agency; that the directors of a joint-stock company are special agents; and that persons dealing with them had express notice of the powers and authorities of the directors, which were defined by the statute and the deed of settlement. *Greenwood's case*, however, having been carried to the full Court of Appeal, the Vice-Chancellor's decision was reversed; and though it was not necessary to reverse it upon the grounds stated above, the Lord Chancellor and L. J. *Turner* distinctly repudiated the doctrine on which his Honour founded his judgment. The Lord Chancellor did not proceed upon any distinction between joint-stock companies and ordinary partnerships; but was of opinion that the Vice-Chancellor's interpretation of the law militated against the acknowledged principles of the general law of partnership, as understood in this country; in short, that ordinary partners cannot restrict their liability to persons dealing with them, by a notice that none of the partners will be liable beyond a certain amount (see 2 W. R. 323). It is fairly questionable, however, upon the authorities, whether his Lordship has not here overstated their effect. *Gallway* v. *Smithson* (10 East, 264), and other cases, might be referred to as express authorities that a partner may restrict his liability by notice; and, indeed, in all such cases, the main difficulty has been, not to substantiate this principle, but to prove the fact of notice. Where that can be easily proved in reference to all the dealings of the partnership, as in the case of insurance societies, in which every contract for insurance is in writing, the practice of inserting a clause restricting the liability of the company to the amount of its assets is quite common, and its legality has never been questioned. We admit, however, that such cases are very different from those in which the knowledge of the contracting parties as to the provisions of deeds of settlement often is merely implied; though the Lord Chancellor did not appear to consider the distinction important for the purpose of the argument. If partnership is not a modification of agency, and if the power of a partner to bind his copartner is not merely an implication arising out of such assumed agency, probably it would be difficult to show how the copartner could restrict his liability by any notice whatever —no matter how direct and express; but if the contrary of these propositions be good law, the difficulty vanishes, and the presumption of agency may be always rebutted. If one may assume anything in favour of directors of joint-stock companies, it may be fair to assume that generally they propose to engage only in contracts within their power on behalf of their company; but the question remains, whether the other contracting parties, being aware that they may immediately inform themselves accurately of the powers and authorities of the directors to bind the company, are not to be affected with notice of all the information which they might have so acquired? In *The Caledonian, &c., Railway Company* v. *The Helensburgh Harbour Trustees* (4 W. R. 671) the Lord Chancellor, speaking of companies incorporated by Act of Parliament, laid down the rule that the Act of Parliament which incorporates such companies is the charter which prescribes their duties and declares their rights; and that all persons becoming shareholders are entitled to all the benefits held out by the Act, and liable to no obligations beyond those which are there indicated. There appears to be no reason why the rule thus applied to corporations created by Parliament, should not be applicable to the *quasi* corporations constituted under the Joint-Stock Companies Registration Act. Every one knows, that, as a matter of practice, few persons dealing with joint-stock companies trouble themselves with a preliminary perusal of the Act which regulates all such bodies, or of the deed of settlement of the particular company; and further, that, even if they did, it would not always be easy to discover what were the rights and liabilities of the shareholders, or the powers of the directors to bind them; but the same remark applies to companies incorporated by Act of Parliament, and it is not the policy of our law in any case to put persons, who purposely or negligently abstain from inquiry, in a better position than those who have taken care to inform themselves. Moreover, if directors are the special agents of shareholders, and parties proposing to deal with them may always inform themselves of the extent of the agents' authority, it seems reasonable that they should do so, or refrain from inquiry at their own risk. If the nature and extent of the authority is ambiguous or uncertain, its natural effect would be to deter persons from dealing, and thus to make it the interest of shareholders to frame their deeds in an intelligible manner.

Lord *Wensleydale's* dicta in the present case will no doubt have the effect of reviving the question which was considered to be settled in the negative by *Greenwood's case*—viz. whether a joint-stock company's deed of settlement is notice of all its provisions to persons dealing with the company; and we cannot help thinking—notwithstanding the disposition of the Courts in recent times to limit the doctrine of constructive notice—that ultimately the affirmation of the proposition will be held to be good law.

PRACTICE—EXCEPTIONS—38TH ORDER OF AUGUST, 1841.

Wright v. *Chard*, 5 W. R. 857.

In a notice of the case of *Bates* v. *Christ's College* (*ante*, p. 290) we collected the authorities on the interpretation of the 38th Order of August, 1841, by which defendants are allowed to decline answering a particular interrogatory, or part of an interrogatory, though they may have answered the rest of the bill. The result of the cases was, that a defendant could avail himself of this privilege of declining to answer only where the particular interrogatory, as distinguished from the bill generally, was demurrable; and that in cases where either the whole bill was demurrable, or where any section of the relief prayed was open to a demurrer, the defendant, if he answered at all, must answer fully, and could not avail himself of the indulgence granted by the Order in question. This last point was so held by the Lords Justices, affirming V. C. *Stuart*, though not without hesitation on the part of L. J. *Turner*. The case of *Wright* v. *Chard*, before V. C. *Kindersley*, affords another illustration of the same doctrine. There the plaintiff claimed certain property which had been, as he alleged, improperly retained by certain trustees for the defendant, Emily Vernon, a married woman, and paid over to her and her husband. As part of the relief prayed, it was asked that the married woman's separate estate should be made answerable. One of the interrogatories was as to the particulars of Mrs. Vernon's separate estate, and she declined to answer, on the alleged ground of immateriality. There is no doubt, that, if the inquiry had been immaterial, the refusal to answer would have been justified by the 38th Order of August, 1841; but the Vice-Chancellor held, that, relief being asked against the separate estate, it followed, that, if there was any right against that property, there was a right to the discovery. The interrogatory was, therefore, not irrelevant. At the same time, his Honour was of opinion that the allegations of the bill were insufficient to support the relief prayed, or, at least, so much of it as related to the separate estate. The bill, therefore, would have been open to a general or partial demurrer. Nevertheless, the defendant, not having demurred, was not permitted to refuse an answer to part of the interrogatories, the Vice-Chancellor very strongly expressing the same view of the Order which had been taken by L. J. *Knight Bruce* and V. C. *Stuart*, in the case of *Bates* v. *Christ's College*.

Metropolitan and Provincial Law Association.

The Annual Provincial Meeting of members of this Association was commenced on Thursday, at noon, in the Mayor's parlour, Town Hall, Manchester. Mr. W. S. Cookson, of London, Chairman of the Association, presided; and there was a numerous attendance, amongst the members present being, Messrs. W. Shaen, Secretary, C. J. Manning, Assistant Secretary, and W. H. Partington (Northern Circuit), Honorary Secretary of the Association; Messrs. J. Anderton, J. Clabon, E. Benham, and R. A. Parker, London; Stephen Heelis, Esq., Mayor of Salford; W. G. Moss, Esq., Mayor of Hull; Messrs. James Crossley, President, James Street, Treasurer, and F. Marriott, Honorary Secretary, of the Manchester Law Association; Mr. T. Hodgson, President, York Society; Mr. A. Cox, President, and Mr. J. Burrop, Honorary Secretary, Gloucestershire Society; Mr. C. G. Heaven, President, Bristol Society; Mr. James Radford, President, Newcastle-on-Tyne Society, and Mr. John Clayton, Town Clerk of Newcastle; Messrs. John Bagshawe, R. Worthington, John Barlow, Samuel Fletcher, T. P. Bunting, Joseph

Janion, J. F. Beever, C. Gibson (Town Clerk of Salford), and Thomas Baker, Manchester; Messrs. R. A. Payne, William Radcliffe, — Hague, and Joseph Russell, Liverpool; H. S. Wasbrough, Bristol; R. R. Dees and James Radcliffe, Newcastle-on-Tyne; W. Beamont, Warrington; J. H. Shaw and R. Barr, Leeds; F. Baker, Derby; W. S. Allen and B. Chesshire, Birmingham; T. Coombs, Dorchester; T. L. Rushton and J. Watkins, Bolton; T. Nicks, Warwick, &c. There were also present some gentlemen connected with the profession, but who are not members of the Association, a general invitation to such having been given by advertisement. After Mr. W. Shaen, Secretary, had read the circular convening the meeting, and had stated the proposed order of the proceedings,

The Chairman said, he was most anxious to express the obligation under which he thought that they must all feel for the kind attention they had received from the Mayor and Corporation, and from the Manchester Law Society. To the Corporation they were indebted for so commodious and convenient a place of meeting, and for other things; while to the Society they owed the very many conveniences and arrangements which all must appreciate. Everything seemed to have been done to secure their comfort during the time they were to stay in Manchester. The Chairman then proceeded to read his opening address; of which, from its nature, we can only give the briefest outline. He described the origin of the Law Institution, and its incorporation as the Incorporated Law Society; bringing with it onerous duties for the general benefit of the profession, but which still led to its coming to be regarded as practically a Metropolitan Association, and as not having accomplished all that was desired, and might have reasonably been expected from it. Until this year, the Council had been composed of London solicitors; but now, Mr. John Hope Shaw, of Leeds, had been elected in the place of Mr. Bryan Holme. Still the Council had never manifested any preference for town over country interests; and it was impossible to look back, and dispassionately review what had been done, without feeling that the Incorporated Society had rendered excellent service to the profession. The Chairman next traced the growth of the Metropolitan and Provincial Association, out of the suggestion for a union of Provincial Societies, which was first made at the meeting of the Yorkshire Law Society, in March, 1844. The promoters of the amalgamation had not only never seen cause to regret what they did, but they had become more and more convinced that the principle was a sound, good, and beneficial one. The *Law Times* published bodings of the failure of the Association; but the first Report, published in January, 1848, showed that the Editor did not comprehend the Catholic principle on which it was founded. That the profession and the public had derived real and substantial advantages during the ten years that had since elapsed, could not be doubted. The Managing Committee had always been composed of members selected from leading London and country solicitors, the latter largely predominating in number, as they did in regard to the actual number of members of the Association; and the annual aggregate meetings, springing from a very happy idea, had resulted in more friendly communication between members of the profession, and mutual good to themselves and to the public. He was strongly convinced, as a result of the discussions that had taken place, that there was but one common interest in the improvements that had been advocated; that there was nothing further from the minds of any of the members than the notion that the London and the country solicitors were divided into classes, entertaining different views as to their interests; that there was nothing like jealousy between them; that the Committee had never manifested any leaning towards town interests, as opposed to country interests; and that the Committee possessed, as they deserved to do, the entire confidence of the Association. The Chairman then gave a narrative (including many extracts from articles in the *Law Times*, letters to the Editor from the Secretary of the Association, extracts from official documents, &c.) of what had occurred between the Editor and the Society since the meeting in Liverpool, last year, at the conclusion of which it was resolved to take steps to form a company for the establishment of a paper to represent the views and interests of solicitors as a body. He pointed out that the Editor had chosen, incorrectly, to designate as "the seven agencies" or "agency houses" those gentlemen who, residing in London, had signed certain necessary documents as a matter of convenience; and that the Editor in the same way treated those gentlemen as being *the* promoters of the paper, although he must have known that such was not the case, and that some leading provincial solicitors were connected with the direction. The Chairman denied, totally, that there was, or ever had been, any intention of setting up a paper to serve the purposes of the "agency houses;" and he appealed to the correspondence, published and otherwise, in proof of the correctness of his statement, that, after giving a challenge publicly, which was as publicly accepted, the Editor had, up to the present time, avoided the investigation which he himself suggested. The Managing Committee (the Chairman said) had been and were ready to prove the fallacy of all the charges made against them and the Society by the Editor of the *Law Times*.

Mr. J. H. Shaw said, that, having been referred to by name in the *Law Times*, and by the chairman in his address, he felt bound to state, that—having been unfortunately prevented from taking an active share in the deliberations and labours of the Committee—he cordially approved of all the Committee had done (Applause). If there was any blame attaching, he claimed his full share; but of any merit he felt that none could be attributed to him. The Committee had been under the necessity, disagreeable and even somewhat humiliating though it was, of vindicating themselves from the charges made; and all who had heard, or might read, the Chairman's address, must, he (Mr. Shaw) thought, conclude that a complete refutation had been given to those charges. The Editor of the *Law Times*, some years ago, gave him (Mr. Shaw) the wholly unmerited credit of being the founder of the Metropolitan and Provincial Law Association; in fact, no one individual could have formed such an Association; and he only laboured towards it, amongst many other gentlemen in various parts of the country. But he certainly could claim a larger share of the paternity of the society than belonged to the Editor of the *Law Times*—(laughter)—who seemed this year to have discovered that to him belonged the honour of originating the Society; for he (Mr. Shaw) had yet to learn that the Editor assisted in any way. He (Mr. Shaw) had no sympathy with the idea that the Metropolitan and Provincial Association ought now to merge in the Incorporated Society. He was happy to know that the two had co-operated for good; but each had its appropriate sphere of action; and it was for the interest of the whole profession that the two should be kept, not only separate, but in a high state of efficiency. He held, and should continue to hold, as the worst enemy of the profession, any man who—whatever his motives—attempted to sow jealousies between the Metropolitan and the Provincial Associations (Applause). The Editor of the *Law Times* said that there was an attempt made to destroy that paper. He (Mr. Shaw) had yet to learn that any man had a right to complain of others entering into competition in a field that by law and practice was equally open to all (Hear, hear). He had a strong feeling, and so had many others, that there should be a journal under the special management of members of their own body; not under any, but perfectly independent of every, law association or society—(hear, hear)—and which would comment freely, for censure or for commendation, upon the conduct of all such associations (Hear, hear). Did they, therefore, want to destroy the *Law Times*? That depended entirely upon the course which that paper might take. If the Editor sought to destroy the Metropolitan and Provincial Association—to set the metropolis and the country against each other—then there would be an interest in destroying the *Law Times*—only that he hoped the Editor would by such a course himself effectually destroy the paper ("Hear, hear," and laughter). But if the Editor would strive to support the interests of the profession, then, although he (Mr. Shaw) was not an admirer of the paper, he should cordially rejoice in its prosperity.

Mr. E. W. Field (London) strongly condemned the course adopted by the *Law Times*. It was high time (he said) that they should disown a journal which habitually held out to the public such motives as it attributed to the profession, as being those that actuated, or could actuate, any body of honourable men (Applause).

Mr. H. Richardson (Leeds) thought that, in justice, the matter could not be left where it stood. He should, therefore, move—

That the attacks made by the *Law Times* upon the Council of the Metropolitan and Provincial Law Association have not, in any degree, weakened the confidence of the members of the Association; but that that confidence still continues undiminished and in full force.

(Applause).

Mr. Payne (Liverpool) seconded the motion; and, being put by Mr. Richardson, it was agreed to unanimously, and with loud applause.

The Chairman acknowledged the vote.

Mr. Shaen said, that, though some gentlemen seemed to think

that the Committee might have avoided this subject, he was convinced of the necessity of referring to it, by his recent visit to eight or ten large towns between London and Manchester, where he found much misapprehension existing.

Mr. James Anderton (London) thought that a great deal too much had been made of the *Law Times* and its attacks ("Hear, hear," and laughter). He would have treated it and them with silent contempt. The character of the members of the Council was too well known for the Editor of the *Law Times*, or any one else, to make any impression against them amongst the profession ("Hear, hear," and loud applause).

Mr. George Thorley said, he differed from Mr. Anderton; for even in Manchester much misapprehension existed, especially amongst the younger members of the profession. He knew that the Manchester Society had always received the most cordial co-operation from their metropolitan brethren. Upon the Registration Bill—which, if ever there was such a thing, might be said to be peculiarly interesting to London—the Chairman and others gave most valuable assistance while the matter was before the House of Lords. With regard to the Chancery of Lancashire, they had been told here, "You will find that Loudon men will not like it." But Mr. Field, who presided at a meeting on the subject held in London, said, in the most manly and straightforward manner, "Tell your friends in Lancashire we will to the utmost aid them. They have a full right to have their own Court, and to make the best of it they can. I only ask, that you will, in return, aid us in the reforms we think should be made in the Courts of Chancery." Such had always been their experience of the Manchester Society, in their dealings with their brethren in the metropolis.—After a little further conversation,

The Chairman said, that the next business would be to decide as to the place of meeting next year. There was an invitation from Newcastle-on-Tyne, and another from Bristol.

Mr. C. G. Heaven, Vice-President of the Bristol Society (who attended with the Secretary), presented the invitation from that city, and moved that it be accepted; the motion being seconded by Mr. Anderton.

Mr. Lambert, President of the Newcastle and Gateshead Society, offered the invitation from Newcastle, and moved that it be accepted; and Mr. Clayton (a member of the Society just named) seconded the motion.

Mr. W. Morgan (Birmingham) supported Bristol; and

The Chairman said, that, after some consideration, the Managing Committee wished to have the opinion of the meeting upon the question. Their leaning was towards Bristol for next year; mainly for the reason that they wished to visit, and to receive support from all parts of the country, and hitherto their meetings had been north of London.

In reply to Mr. Moss (the Mayor of Hull), Mr. Shaen said, he believed that the number of members of the Society must be considered as being less than 900; and

Mr. Moss then contended, that, there being about 10,000 professional men in the country, it was wise to notice the misrepresentations with regard to the Association, and to labour to extend the sphere of its action. He should like to see the motion for meeting in Bristol adopted; and the best welcome their friends could offer the Association there would be a large number of members gathered from the city and neighbourhood (Applause).

The Chairman hoped that their Newcastle friends would renew their invitation next year—(hear, hear)—if Bristol should be chosen now.

Mr. Clayton said, he and his friends felt, that, after what had passed, it would be advisable not to divide the meeting; but at once to concede to Bristol the disagreeable advantage of immediate comparison with Manchester (Loud laughter). The motion in favour of meeting at Bristol next year was unanimously adopted.

Messrs. Anderton, Shaw, and Banner, who were last year appointed to draw up rules, &c., for an institution for the relief of decayed attorneys, solicitors, and proctors, and their widows, presented their Report; Mr. Banner stating that they had confined their attention to rules and regulations for the general purposes of the institution, leaving minutiæ to be settled by the directors to be hereafter appointed. Mr. Banner read the rules; and upon the motion of Stephen Heelis, Esq., Mayor of Salford, seconded by Mr. Anderton, it was ordered that the Report be received, and that the consideration of the same be adjourned.

In reply to a question, the Chairman said that the precise time for the next meeting would be settled by the Committee, after conferring with the Bristol Society.

Mr. James Crossley (President of the Manchester Law Association) moved a vote of thanks to Mr. Cookson for his able address, and for presiding. He (Mr. Crossley) approved of placing upon record a satisfactory refutation of the charges that had been alluded to (Hear, hear). As to their metropolitan brethren, he never met an individual who had worked with them, or who had been connected with them in the Metropolitan and Provincial Association, who had any other than the highest confidence in their honour and their freedom from all selfish and exclusive views (Hear, hear).

Mr. Taylor (St. Helens) seconded the motion; which was carried, and was briefly acknowledged by Mr. Cookson.

This concluded the business of the first meeting, at a quarter-past two; and the members of the Association proceeded to the Queen's Hotel to partake of luncheon with the Manchester Law Society. Afterwards most of the visitors proceeded to the Art Treasures Exhibition; and, in the evening, many of them dined by invitation with Sir James Watts, the Mayor, at Abney Hall.—The Association meets again at ten o'clock this (Friday) morning, at the Town Hall, for the reading and discussing of papers, and for other business. In the evening, the non-resident members are invited to be the guests of the Manchester Law Association, at the annual dinner, to be given at the Albion Hotel.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

(Continued from page 863.)

VIII. *Malpractice Cases and Encroachments on Professional Privileges.*

During the last twelve months the Council have had under their consideration several complaints of *malpractice* by attorneys and solicitors, the circumstances of which they investigated. As to some of them, it did not appear that they were proper subjects for proceedings, or the evidence in support of the complaint was deemed insufficient. In five cases the complaints were brought before the court, and in four of them the attorneys were struck off the rolls; the fifth is pending before the Master, and others remain for further investigation.

In the case of attorneys practising without certificates, the prosecution for penalties must be conducted by the solicitor of Inland Revenue; but the Council, on being furnished with a statement of the evidence, usually authorise the secretary to bring the complaint before the commissioners.

The Poor-law Board having requested the opinions of the Council on a bill of costs and charges for the removal of a pauper, made by a clerk to the magistrates, not an attorney, the Council investigated the matter, and pointed out the items which it appeared to them could be charged only by an attorney. It is trusted that appointments to offices which require a considerable amount of legal knowledge and experience, should be confined to members of the profession who are regularly qualified and admitted on the rolls of the superior courts, and which courts are empowered to correct any irregularity, misconduct, or extortion.

A complaint was brought to the notice of the Council regarding the conduct of a member of the bar, who, on behalf of a large landed proprietor, was in the habit of preparing numerous leases, and having them ingrossed and executed, for a specific charge paid by the tenants. It appeared on investigation, that the fees paid by the lessees for those leases (with the exception of the fees paid to the surveyor for the plans) were received for the use of the barrister; and the Council were of opinion that he was not justified in preparing, ingrossing, and obtaining the execution of leases, for pecuniary remuneration; and that, in pursuing the course of which complaint had been made to the society, he had infringed upon the privileges of certificated conveyancers and solicitors.

On the remonstrance of the Council against this practice, the gentleman complained of explained the circumstances in which it originated, and by which he sought to justify it; but he at once acquiesced in the opinion expressed by the Council, and very handsomely discontinued the practice.

IX. *Registration of Attorneys, Re-admission, and Renewal of Certificates.*

The applications for renewal of certificates have been numerous in each term. The affidavits in support thereof have been considered, and in several instances, where the parties had ceased to practise for several years, an examination has been

suggested to the judges, prior to the renewal of their certificates, and orders have almost always been accordingly made for that purpose.

In one of the cases, an attorney who had been suspended from practice for two years, at the instance of the Society, was allowed to renew his certificate on the production of satisfactory testimonials of subsequent good conduct. In another, where the attorney had been struck off the roll for an alleged improper interference in a criminal prosecution, but had for several years subsequently established an unexceptionable character, and was offered a partnership in a respectable firm of solicitors, the Council felt justified in merely seeing that the facts were brought before the Court, and making no opposition to the application for re-admission.

Applications have also been considered for the renewal of certificates without the usual notice, upon the parties entering into partnership or other urgent occasions; and these cases have been strictly investigated, and testimonials required of the respectability of the applicants.

In other instances where the applicants had practised extensively for several years in defiance of the stamp laws, it was considered that the renewal of the certificates should be opposed, and that it was not sufficient to pay the arrears, without a substantial fine; and this has accordingly been done.

In one of this class of cases, the facts relating to which were communicated by one of the Provincial Law Societies, an uncertificated attorney had practised in the name of another attorney who had left the country. By the 22nd section of the 6 & 7 Vict. c. 73, attorneys are prohibited from permitting their names to be used upon the account or for the profit of an unqualified person. The agreement between the persons complained of showed that the uncertificated attorney was really participating in the profits of the business conducted in the other's name. In the absence, however, of any proof of malpractice in the name of the attorney in question, the judge granted an order upon payment of the arrears of duty.

In some instances applications have been made by members of the bar, who formerly practised as attorneys, to be re-admitted on the roll; and these gentlemen having been disbarred, and the affidavits being deemed satisfactory, no opposition has been made to their re-admission.

X. *The Affairs of the Society.*

The additional Buildings on the South Side of the Hall.—The designs for these buildings having been placed in the Hall last year for the inspection of the members, some few improvements have been suggested, and the works are now in a forward state; and it is expected that the new strong rooms in the basement, the offices on the ground floor, and the additional arbitration rooms, will be available for the purposes of business, if not finally completed, by Michaelmas Term next. The present offices of the secretary and clerks, which are intended for the general use of the members as conference or waiting rooms, will also be available for reading the newspapers on the lecture evenings, when the hall is occupied.

Sale of Vacant Ground.—As reported last year, the remaining old houses belonging to the Society on the south side of the new building were in a dilapidated state, and part of them were last autumn condemned as dangerous by the Commissioners, and necessarily pulled down. The ground being vacant, and the new buildings now in progress being evidently sufficient for the purposes of the Society, the Council proposed to carry into effect the resolution of the special general meeting at the time of the purchase of the property in 1847, by which they were authorised to dispose of so much of the land as should not be required; and accordingly they entered into a contract with the Directors of the Law Fire Insurance Society to sell the remaining ground for the sum of £6,700. This amount largely exceeds the original purchase money of that portion of the property; while the Society has been burdened with considerable expense for nine years in the repairs of the houses, and the rents received have been very moderate. The purchase was completed on the 4th inst., and the amount paid over to the bankers of the Society.

The accounts of the Society for the past year have been audited as usual, and placed for inspection in the Secretary's Office. The receipts for the year 1856, for entrance fees and subscriptions of members, subscriptions to the lectures and library, examination and registration fees, and rents of property, amounted to 6,662*l.* 11*s.* 2*d.*; and the payments for interest on loans, repairs, rates, taxes, salaries, law and other expenses, to 5,348*l.* 3*s.* 8*d.* The surplus income over expenditure amounted therefore to 1,314*l.* 7*s.* 6*d.*, out of which part of the loan account was reduced, and in the present year payments have been made to the contractors for the new building.

The library is now increased to nearly 13,000 volumes, including a large number of old, and some scarce works, which have been contributed by Messrs. Farrer & Co., Messrs. Few & Co., and the Law Society Club.

The Council would renew their suggestion, that the members of the Society should look over their collections of old works, and forward a list of such as they can conveniently spare, in order that a selection may be made to supply the defects in the Society's collection, where they will be arranged, and of easy access in case they are ever required. The new wing of the library will afford space for some years to come. The Council are glad to report that they have received from the Commissioners of Patents several volumes of their publications; and so soon as arrangements can be made, a complete collection of several hundred volumes will be deposited for reference in the Society's Library. The Society has also been favoured by the authors with donations of several valuable works. Several solicitors engaged in local, personal, and private Acts have presented copies, and others are invited to assist from time to time in completing this department of the Library.

The Lectures delivered in the hall since the last annual meeting have been as follow:—A second course on Equity and Bankruptcy, by Mr. Humphry; a second course on Common Law and Criminal Law, by Mr. Kerr; and a first course on Conveyancing by Mr. Peachey. These lectures have been attended by many members of the Society and by 192 articled clerks, being twenty more than the previous year.

Vacancies in the Council.—According to the bye-laws, ten members of the Council will go out of office at the present meeting, but are eligible for re-election; and a vacancy has occurred by the lamented decease of an old and honoured member, Mr. Bryan Holme, who was the first promoter of the Society in the year 1823, and for many years was a constant attendant at the meetings of the Council; he was also a liberal contributor to the Library, particularly in works of county history and topography.

The number of members elected since the last annual meeting has been 78, and the Council have to regret the death of 18, and the retirement of 11 members. The Society now consists of 1,600 members, of whom 1,273 are town, and 327 country members. The Council are of opinion that it will be advantageous that a limited number of members of the Society, resident and practising in the country, should be members of the Council.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

There is little opportunity of discussing legal subjects in Edinburgh during the long vacation; for these reasons, that only a small proportion of the different branches of the profession is to be found in town, and that there is no common place of meeting for even this proportion such as the Parliament House furnishes during session. Accordingly little is heard of the bunch of Scotch Acts which generally become law at the end of each session of Parliament, until the Court meets in November.

Occasionally, however, an Act appears which excites more than common interest. Such is the Court of Session Act, which passed on the 25th of August, and is intended to provide a remedy for the inconvenience which has arisen from the accumulation of a large proportion of business before one of the divisions of the Court. Two ways of meeting the evil were suggested—either extending the sittings of the first division of the Court, or distributing the business equally. The Lord Advocate has chosen the second alternative, or at least a modification of it. The Lord President of the Court is, by the Act, invested with a complete control over the whole causes depending before the Court, subject only to this proviso—that the causes last inrolled shall be first transferred, unless some cause be shown why any particular cause should not. As this is a power the exercise of which may not be agreeable, it is probable that his Lordship will lay down rules for the exercise of his discretion, which will reduce the process of adjustment under the Act to a system of exact distribution, which, in our opinion, is the only just and rational system. At the same time, it must be admitted, that the Act is viewed with great disfavour by a large majority of solicitors, who look upon the privilege of selecting a particular judge or court as a right, or at all events

as a great boon, which ought to be preserved to the public. As might have been expected, therefore, there has been a great deal of dissatisfaction expressed in some quarters; but as the Lord Advocate is supported by the whole bar, and by a respectable minority of solicitors, such expressions of dissatisfaction are not likely, although strongly put, to make much permanent impression, and will probably soon die away.

A much more substantial ground of complaint, however, and one which will not be allowed to drop, is founded on that provision of the Act which extends the long vacation. Formerly, the Lords Ordinary met on the 1st, and the two divisions of the Court met on the 12th of November. Now, under the new Act, the whole Court meets on the 12th of November; so that, from the 20th of July till the 12th of November there is no session of the Supreme Court. It is quite true that it was found that little practical benefit arose from the meeting of the Lords Ordinary before the rest of the Court; but the remedy was, not to abolish these extra sittings, but to provide for the whole Court meeting on the 1st of Nov. It has always been a cause of discontent that there should be so long an interruption to business as is caused by the long vacation; but, at the same time, there has always been a proper feeling of consideration for the judges, and a strong desire to break in as little as possible upon the complete relaxation which the long vacation affords; and if the present Act had accompanied the readjustment of the sittings of the Court with any provisions for the conduct of the mere formal business by the clerks, little objection would have been made. As it is, an opposition has been excited, which extends beyond the profession, and which may be found difficult to regulate; for the general public cannot be expected to understand the advantage to be obtained from a judge bringing his mind fresh and vigorous from long rest to the administration of justice. If the Lord Advocate had only given previous notice of his intention to make any such change, he would have been furnished with suggestions for improvements to accompany it, which would have rendered the change, if not acceptable, at least much more unobjectionable, by providing, at the same time, for real and substantial grievances, for which he will be compelled, under less favourable circumstances, to find a remedy.

THE SUMMARY PROCEDURE ON BILLS OF EXCHANGE ACT, 1855.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Allow me to call the attention of the profession to the indorsement on the writ of summons provided to be made by this Act, and the rule of Court thereunder.

There is no provision made for interest from the date of the writ until payment, nor does the form of indorsement give the plaintiff liberty to sign judgment for the interest accrued due from the date of the writ until judgment.

The 1st section of the Act makes it lawful for the plaintiff to sign judgment for any sum not exceeding the sum indorsed on the writ, "together with interest at the rate specified (if any) to the date of the judgment;" but there is no blank left in the form of indorsement for the insertion of these words.

By the present form of indorsement, the interest due at the date of the writ is only claimed, and the plaintiff could not claim more interest if the defendant paid within four days from the service of the writ.

It seems, therefore, that, by the present form of indorsement on the writ of summons, the plaintiff loses his interest from the date of the writ until judgment, which works injuriously to the plaintiff.—I am, Sir, yours obediently,

Oct. 5, 1857. AN ATTORNEY.

JUDGMENT BY DEFAULT—COLLUSION.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Thinking that suggestions are at all times acceptable, I take this opportunity of recording one in your Journal for adoption at the right time. It frequently occurs, that two creditors are suing a debtor at the same time, or one shortly before the other, but one of them obtains judgment first, through the debtor's desire, and the other has to go through the formula of a trial; and, in all probability, the first judgment creditor is a blind for preventing the realisation of the other. Whether it is an unfounded or a righteous claim is not for us to inquire after judgment; but my suggestion, is *that a judgment creditor*, where he obtains *by default*, should *make an affidavit that his debt is a just one before judgment is signed*, in order to prevent *collusion* between the debtor and an *assumed* creditor, or, at any rate, the appearance of it.—Yours respectfully, JOHN NURSE CHADWICK.

King's Lynn, Oct. 5, 1857.

Review.

Collation of the Provisions of Foreign Codes relating to Marriage and Divorce. By JOHN FRASER MACQUEEN, of Lincoln's-inn, Barrister-at-Law. 1857.

In August of last year, Mr. Macqueen, the Honorary Secretary to the Divorce Commission, went to Paris, in order to collect information as to the provisions of the Code Civil of France, of other continental codes, and of the Code of Louisiana, on the subject of marriage and divorce. The results of his inquiries were collected, early this year, in the form of a parliamentary Blue Book, for the guidance of the Legislature during the debates on the Divorce Bill. Although the primary object of this Blue Book has thus been already accomplished, the interest and importance which attach to its contents are not at an end. It is both entertaining and instructive to compare the actual provisions of the new Bill with the provisions of other systems. Such a compendium as that furnished by Mr. Macqueen provides a very valuable introduction to the study of the English Act, and gives the material for a sort of text book on the subject. When we look at a section of a new Act, we want to know what are the points it determines; and, in order to understand these points, we must know what were the alternatives between which the Legislature had to choose. A collation of foreign codes affords us the means of ascertaining the sphere of legislative choice, and throws considerable light on the real nature of the choice that has actually been made. We cannot go through even the main points of the Bill and place beside them the provisions of foreign codes with anything like fulness; but we think that we may go through some of them in such a manner as to show the kind of advantage to be derived from Mr. Macqueen's publication. We will take the points we notice in the order in which they occur in the new Divorce Act.

First, then, with regard to judicial separation. Almost every existing code permits judicial separation. When the first attempt was made, after the Revolution, to reform and settle the French law, it was determined to give a considerable latitude to divorce, but to prohibit separation altogether; a course that had previously been proposed in the English *Reformatio Legum*, and has actually been adopted in the Prussian Code. And if we could abandon all religious considerations, and look neither to the doctrines of the Church nor the words of the New Testament, there would obviously be much to be said in favour of putting an end at once to a tie which has, under the supposed circumstances, failed to answer the purposes for which it was contracted. The law of 1803, usually called the Code Civil, allowed the two remedies at the option of the parties; and since 1816, divorce has been altogether abolished in France. In most Catholic countries divorce is prohibited; but in Austria and Sardinia non-Catholics are allowed to apply for it. As the Divorce Act only gives to a sentence of judicial separation the same effect as that of a divorce *à mensâ et thoro*, without saying what that effect is, it would be beyond our present scope to compare the effect of separations in different countries. But the Act lays down the possible causes of separation, which are adultery, cruelty, or desertion for two years by either party. The French law requires, that, if adultery is the ground of the wife's application, the concubine shall have been maintained in the house of the married couple. It also adds, as a ground of separation, condemnation to a punishment involving infamy, but not mutual consent. The Code of Louisiana adds the ground of public defamation of one of the married couple by the other. But no addition to the English law is of great importance except the ground of mutual consent; and, in examining foreign codes, this is the point to which the attention of inquirers ought mainly to be turned. All codes agree with the Divorce Act in permitting the wife to enjoy her own earnings and all property subsequently acquired by her after the sentence of separation has been pronounced.

The Code Napoléon permits the same grounds of divorce as have formed, since the law of 1816, the grounds of separation only, adding that of mutual consent. We need not, therefore, recapitulate them. As the most striking instance of latitude of divorce, we may turn to the Prussian Code, which permits divorce on no fewer than thirteen grounds:—1. Adultery (and with respect to adultery, it expressly prohibits what is allowed by the new Act, the setting up by the wife of the adultery of the husband as a defence). 2. Malicious desertion. 3. Unnatural crimes. 4. Refusal of the wife to follow the husband into a new domicil. 5. Refusal to perform conjugal duties. 6. Impotence. 7. Hopeless madness of more than a year's dura-

tion. 8. Cruelty. 9. Condemnation to a punishment involving infamy. 10. Dissipation of property, or prodigality. 11. Refusal of the husband to support his wife. 12. Change of religion by one of the married couple. 13. Mutual consent. The Prussian Code and the English Act are based upon different conceptions of the extent of divorce permitted by the New Testament. The English Act supposes adultery to be the only permissible ground, and, while extending it to both sexes, requires the adultery to be aggravated if the wife applies for divorce. The Prussian Code supposes that the tie is only to be maintained while it answers the purposes for which it was contracted, and its provisions are strictly logical if this is the basis to be taken. We may remark, in passing, that the permission to the wife to plead the adultery of the husband in bar of a divorce would be a very dangerous one, if it were not for the constitution of the English full Court of Divorce. As, however, the judges will all be men of age and great experience of human life, and of that broad sense which years of judicial experience and professional practice seldom fail to bring with them, we may confidently expect that they will not permit inquiries into the conduct of the husband, totally irrelevant to the conduct of the wife, to prevent his availing himself of his remedy. Still we cannot await the first decisions on this point without some degree of anxiety.

It was to the machinery adopted in the Code Napoléon for hearing and settling claims of divorce, that Mr. Macqueen especially pointed as a source of valuable instruction, and certainly this machinery has much to recommend it. When a divorce was asked for, the application had to be made in the Court of the Arrondissement where the married couple had their domicil. The claim, detailing the facts, and put into writing, had to be carried to the judge by the demandant in person, and signed by him or her in the judge's presence. The parties were then summoned to a private audience before the judge, when the judge attempted, if possible, to bring about a reconciliation. Exactly the same machinery has been adopted, since 1816, in entertaining applications for separations; and from the statistics of the department of justice, we can ascertain how far this preliminary effort of the judge to bring about a reconciliation is likely to prove available. In 1854 there were 1,681 applications, and of these 265 were abandoned on the reconciliation of the parties. If the judge found all attempts at reconciliation useless, he drew up the record, had the claim and the documents supporting it submitted to the public officer, and referred the case to the Court at large. The Court, if it thought proper that the case should proceed, heard a preliminary statement from both parties, and also asked for a list of the witnesses intended to be called on both sides. It, then, in a public hearing, disposed of the case at once, if it was not necessary that the proofs should be given. If doubtful facts had to be proved, the depositions of witnesses were received by the Court sitting with closed doors, in presence of the public officer, of the parties, and of their counsel or friends, to the number of three on each side. The children or descendants of the parties were not allowed to be witnesses. After the proofs were given, and a written copy of them signed by the respective parties, the case was adjourned to a public hearing, when, after the public officer had given his opinion, judgment was pronounced.

The characteristic features of this machinery were—first, that, up to a very late period of the case, the parties had an opening allowed them to effect a reconciliation and withdraw their domestic unhappiness from public comment; secondly, by the depositions of witnesses being given at a private hearing, the public was not contaminated by the report of the disgusting details of adultery. The new Divorce Act goes in an entirely different direction; for in cases of divorce sought on account of the adultery of the wife, which we may presume will be the ordinary cases, the adulterer is to be a co-respondent; and as a third party is thus necessarily and publicly introduced, reconciliation will, obviously, be very difficult after litigation is once begun. And by referring all facts to the consideration of common juries, the utmost degree of publicity is secured.

Our readers will remember, that, in the debates on the Divorce Act, three points were keenly contested—whether adultery should be made a criminal offence; whether an adulterer should be liable to pecuniary damages; and whether the guilty wife should be permitted to marry her accomplice. By the Code Napoléon, the adultery of the wife was punishable with imprisonment for a term not exceeding two years; that of the husband who should maintain a concubine in the conjugal residence, was only punishable by a fine, which at the highest could not exceed £80; but the accomplice of the wife was liable to be imprisoned during a term not exceeding two years, and also to pay a fine not exceeding £80. The guilty party, whether husband or wife, was not permitted to marry the accomplice. The same prohibition was also introduced into the Scotch law, by an express statute. We do not find sufficient materials in the synopsis given of other codes to state what are their contents relative to these points.

Judicial Business Report.

EVIDENCE OF MR. WILLIAM SHARPE ABRIDGED.

I am a solicitor practising in London. It was thought desirable that some of the members of the Council of the Incorporated Law Society should attend to be examined, and I and Mr. Lavie, and Mr. Murray attended on the part of the Incorporated Law Society. I have given a good deal of attention to the arrangement of the circuits in England, and I am rather more acquainted with the business in the country than those gentlemen, as I act a good deal as an agent for country solicitors, which those gentlemen, I believe, do not. The Incorporated Law Society suggest a plan for three circuits, with intervals of only two months between the first and second, and the second and third, and then an interval of four months between the end of the third and the commencement of the next year. Assuming that there is going to be a change in the circuits, as we have understood that an increase in number has been mooted, we think that this is decidedly the best arrangement which can be made. It is the only one which allows of a vacation, which I believe the legal profession generally would think ought to be continued; and it is the only one which allows a circuit to follow a term, and to be preceded by a term. We believe that any arrangement which will throw two circuits together, without an intervening term, would be pretty well useless. Unless a circuit follows a term, and is also followed by a term, it is not half the use that it would be upon any other system. We intended that all three of those circuits should transact the civil business of the country as well as the criminal. Judging from my experience as a lawyer, I think that it is desirable that there should be circuits of assize held throughout the country with intervals of three months. The time submitted by the Council of the Incorporated Law Society gives an interval of at least three months; it leaves two months from the end of one circuit to the beginning of the other, but it will give an average interval to each assize town of at least three months. The first assize town in each circuit will be about three months off from the next assize which is held in the same town. We find in London, with which we are all acquainted, that three times of sittings in a year are not sufficient. We have, in London, sittings after every term, and intermediate sittings in term besides. London is so favoured, that there are twelve times a year at which we can go to trial, and the country have only twice a year. We feel that towns like Liverpool and other large towns are really entitled to more, and are driven by the unfrequency of the assizes either to give up their just demands or to compromise, or to arrange matters, or to try in London, which is 200 miles distant. Our opinion is, that the number of circuits should be rather extended than reduced, and that the Northern Circuit might be divided into two circuits. I think that every judge who has been the Northern Circuit must know, that, at Liverpool for instance, the business is not satisfactorily done through the immense pressure of it; a considerable proportion is (practically) left undone there. I have given great attention to the question, whether, considering the London business of the judges, the number of the judges would bear reduction. My opinion is, certainly, that they would not bear reduction. As a principle, I would prefer four judges on the bench. I do not concur in the opinion which has been expressed to this Commission, that the public would be better satisfied with the decision of a single judge than with the decisions of a majority of two out of three judges. There has been a feeling, I believe, that the business in the courts in London has fallen off, in consequence of the county courts; that there has been a gradual diminution of the business of the superior courts in consequence. That is a point which I have taken considerable trouble to inquire into, and as far as our experience goes in our own practice, which is considerable, there has not been any diminution. I do not mean that a great deal of business has not been taken from the superior courts into the county courts, but that the business of the country has been increasing simultaneously, so much so, that the superior courts of common law have quite as much to do now as they had before the County Courts Act was passed. We find in our

practice that there is quite as much now as before the County Courts Act was passed in 1846: again, we find that there is very much more business now than there was before 1830. Up to about 1830 there was only the Court of King's Bench which did any material amount of business. The Court of Common Pleas did much less, and the Court of Exchequer did comparatively very little indeed. There were only (I believe) eight, or some other very small number of attorneys in the Court of Exchequer who were entitled to practise there, and the business was very little indeed; but now there are three courts sitting, all of which are open to the whole bar, and all the attorneys, and they all have a very considerable amount of business; and I think it would not be saying too much to state, that there is more than double the time occupied at present in judicial business in London than there was before 1830, notwithstanding the county courts; and that there is quite sufficient increase to employ all the judges fully, notwithstanding the number of judges has been increased from twelve to fifteen. Though I do not wish to recommend a greater number of judges, I believe that there are parts of the business to which more time might be advantageously devoted; there might be a greater number of sittings for the trial of causes in Middlesex. I also think that more time might be given by the judges at chambers. Very important cases come to the judges at chambers, through the immense increase of business which has been going on during the last eight or ten years. During term the usual hour is half-past three in the afternoon for the attendance of a judge at chambers. This almost of necessity involves some haste, if there is much business to be done. The judges do the business admirably there, but yet it implies haste, whether it be in the judges or in the attorneys—the business must be done before post time. With regard to the mode of conducting the sittings at *Nisi Prius* in term, I think rather a larger number of days should be given. I do not think the business is badly done; some courts have two, and some three days, for which we can give notice of trial during term; if there were more frequent times, it would be an advantage. With respect to the towns for which I would recommend a third assize, I would first name Liverpool and Manchester. I think it might be a great advantage to a large town like Hull, which is a mercantile town, and a great way from York. Plymouth is a town from which the Council of the Incorporated Law Society has received a communication, and there they strongly speak that they should be glad to have assizes held, and three assizes a year. At Plymouth and Devonport, in the immediate neighbourhood, they have, as I understand, a population to the extent of 120,000 inhabitants. A month is the average time in which a case of importance can be brought to trial after it is once begun, and supposing a court open; but if much evidence is to be got up beforehand, it cannot be done in a month.

Births, Marriages, and Deaths.

BIRTHS.

CURTIS—On Oct. 4, at Preston, near Wingham, Kent, the wife of Frederick T. Curtis, Esq., Barrister-at-Law, of a daughter.

HIBBIT—On Sept. 26, at 17 Adelaide-road North, St. John's-wood, the wife of Henry Hibbit, Esq., of a son, stillborn.

LANE—On Oct. 5, at the Manor House, Little Missenden, Bucks, the wife of John Lane, Esq., Barrister-at-Law, of a daughter.

LONG—On Oct. 2, the wife of George Long, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.

LONGMAN—On Oct. 4, at Balham, Surrey, the wife of William Churchill Longman, Esq., of a daughter.

MITCHELL—On Sept. 30, at 9 Leinster-gardens, the wife of Robert A. Mitchell, Esq., of a son.

NECK—On Oct. 3, at Colchester, the wife of Alfred Neck, Esq., Solicitor, of a son.

WINTERBOTHAM—On Oct. 7, at the Birches, Stroud, Gloucestershire, the wife of Mr. Lindsey W. Winterbotham, Solicitor, of a son.

MARRIAGES.

FOWLER—THORNEYCROFT—On Oct. 6, at St. Mark's Church, Wolverhampton, by the Rev. A. B. Haden, M.A., Vicar of Brewood, Henry Hartley Fowler, Solicitor, younger son of the late Rev. Joseph Fowler, to Ellen Thorneycroft, youngest daughter of the late George Benjamin Thorneycroft, Esq., of Chapel House, Wolverhampton.

GOODY—GRIFFIN—On Oct. 6, at Head-gate Chapel, Colchester, by the Rev. George Thomson, Mr. Henry Goody, Solicitor, Colchester, to Esther, fourth daughter of the late Mr. John Griffin, of Camberwell, Surrey.

RHODES—MARRIOTT—On Oct. 1, at St. Pancras Church, by the Rev. Stephen Bridge, M.A., Incumbent of St. Matthew's, Denmark-hill, Arthur Charles, second surviving son of Charles Henry Rhodes, Esq., of Denmark-hill, Surrey, to Emily, eldest daughter of Frederick Marriott, Esq., of Regent's-park-terrace, Glocester-gate.

SIMPSON—ROWSON—On Oct. 1, at Trinity Church, Skirbeck, by the Rev. William Hirst Simpson, M.A., assisted by the Rev. Robert E. Roy, M.A., Benjamin S. Simpson, Esq., Solicitor, Boston, to Elizabeth, eldest daughter of John Rowson, Esq., of Skirbeck House.

WEIGALL—CONDY—On Oct. 1, at Kew, by the Rev. E. Weigall, M.A., Incumbent of Buxton, Derbyshire, and Rural Dean, John Charles Edwards Weigall, Esq., of 5 New Boswell-court, Lincoln's-inn, Solicitor, to Charlotte, eldest daughter of the late George Condy, Esq., Commissioner in Bankruptcy at Manchester.

DEATHS.

COLLINSON—On Oct. 5, at Cambridge-terrace, Hyde-park, Rosa Jane, wife of Henry Collinson, Esq., of Lower Halford, and of the Middle Temple.

CRICKITT—On Oct. 1, in her 65th year, Mary Ann, wife of Thomas Lane Crickitt, the eldest son of John Crickitt, deceased, formerly a Proctor of Doctors'-commons.

ROACH—On Sept. 30, at 2 Castle-street, Merthyr-Tydfil, of rapid consumption, G. C. Roach, Esq., Solicitor, aged 28.

TURNER—On Oct. 5, suddenly, at Cheltenham, Joseph Holden Turner, Esq., of 20 Montagu-place, Russell-square, and 3 Bedford-row, aged 63.

WILSON—On Oct. 2, in his 29th year, Mr. David Wilson, Solicitor, only son of David Wilson, Esq., 27 Brunswick-place, City-road.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BENYON, Rev. EDWARD RICHARD, Rector of Elveden, Suffolk, WILLIAM NEWTON, Esq., of Elveden hall, and FREDERICK CHARLES PAYNE, Farmer, of Elveden, £39 : 7 : 1 Consols.—Claimed by EDWARD RICHARD BENYON, WILLIAM NEWTON, and FREDERICK CHARLES PAYNE.

DAVIS, GABRIEL, Gent., Radley, Berks, £623 : 18 : 10 New 3 per Cents.—Claimed by GABRIEL DAVIS.

DRAKE, WILLIAM TYRWHITT, Esq., Amersham, Bucks, £1,000 Consols.—Claimed by FREDERICK WILLIAM TYRWHITT DRAKE, acting executor.

DYKE, Sir PERCIVAL HART, Bart., deceased, and GEORGE HART DYKE, Esq., both of Lullington Castle, Kent, £135 : 10 Consols.—Claimed by Sir PERCIVAL HART DYKE, Bart., the Right Hon. BEAUMONT, Baron HOTHAM, and Rev. NICHOLAS TOKE, Clerk, acting executors of Sir PERCIVAL HART DYKE, Bart., who was the survivor.

ELSLEY, FRANCES, and MARY ELSLEY, Spinsters, Skipton-on-Swale, North Riding, Yorkshire, £34 : 19 : 8 Consols.—Claimed by ELIZABETH ELSLEY, Spinster, sole executrix of FRANCES ELSLEY, deceased.

FAITHFULL, Rev. FRANCIS JOSEPH, Rector of Hatfield, Herts, Rev. HORATIO NELSON DUDDING, Vicar of St. Peter's, Herts, and Rev. JAMES GRANTHAM FAITHFULL, Vicar of North Mimms, Herts, £200 Reduced.—Claimed by HORATIO NELSON DUDDING and JAMES GRANTHAM FAITHFULL, the survivors.

HODGSON, JOHN, Gent., Bartlett's-bldgs., deceased, Trustee to the Rev. HUGH HODGSON, of Eglingham, Northumberland, £69 : 3 Consols.—Claimed by CHRISTOPHER HODGSON and Rev. JOHN HODGSON, executors of JOHN HODGSON.

LOWTHER, Right Hon. WILLIAM, Earl of LONSDALE, JOHN INGRAM, Esq., of Staindrop, Durham, and FRANCES INGRAM, his wife, £114 : 18 : 5 New 3 per Cents.—Claimed by WILLIAM, Earl of LONSDALE, and Hon. HENRY CECIL LOWTHER, surviving executors of WILLIAM LOWTHER, Earl of LONSDALE, deceased.

MARTYN, JANE, Spinster, Lifton, Devon, £261 : 8 : 9 Consols.—Claimed by Rev. PONSFORD CANN, THOMAS SIBBALD, and SAMUEL ROWLES PATTISON, the executors.

ROOKE, WILLIAM, Esq., Nacton, Suffolk, £600 Consols.—Claimed by WILLIAM WALLACE ROOKE, acting executor of FREDERICK WILLIAM ROOKE, who was the sole executor.

ROUGEMONT, JANE, wife of DENNIS ALEXANDER ROUGEMONT, Esq., Highgate, £400 Consols.—Claimed by JANE ROUGEMONT.

SMEDLEY, FRANCIS, Esq., Ely-pl., Holborn, £40 Reduced.—Claimed by FRANCIS SMEDLEY.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

HAWKINS, RICHARD, MARGARET, LETTICE, ANN, JANE, ROBERT, and NICHOLAS (all born at Hitchin, Herts, about 1700, and married in Herts or in London).—Relatives of the above to apply, by letter only, to — Manière, Esq., Solicitor, 31 Bedford-row.

ORTON, HENRY (who died in Jan. 1831), Tobacconist, late of Derby.——Next of kin, or the personal representatives of such as may have since died, to come in and prove their claims on or before Nov. 6, at V. C. Kindersley's Chambers.

WARD, SOPHIA (who died on Dec. 8, 1856), Widow (whose maiden name was HARVIE), late of Bancroft-st., Hitchin, Herts.—Her next of kin to apply to Henry Revell Reynolds, Esq., Solicitor for the Affairs of her Majesty's Treasury, Whitehall.

Money Market.

CITY, FRIDAY EVENING.

Yesterday the directors of the Bank advanced their rate for discount on bills from 5½ per Cent., at which it has stood since the middle of July to 6 per Cent. During the last two or three days this advance had been thought inevitable. Occurences in the money market, both at home and abroad, show an extraordinary demand, and a deficient supply. The East India Company have taken a loan from the Bank of a million, on the security of East India Bonds. The shipment of specie to India and China by the Columbo, amounts to £594,485, and the drain of gold to the continent is renewed with great activity. On the other hand, domestic affairs in the United

States very much curtail remittances to this country. The English Funds have fluctuated daily. Consols close this afternoon at 89¼ to 89⅜, showing a decline of ⅜ per Cent. in the week. The discount houses have advanced their rates to correspond with the advance at the Bank. Money is in very active demand.

From the Bank of England return for the week ending the 3rd October, 1857, which we give below, it appears that the amount of notes in circulation is £19,947,275, being an increase of £805,155, and the stock of bullion in both departments is £10,662,692, showing a decrease of £613,396 when compared with the previous return.

The estimates of the Chancellor of the Exchequer, in regard to ways and means for the present year, assumed a falling off in the amount to be received for customs and excise. But he nevertheless professed to act upon the principle that lower duties by promoting consumption would produce more revenue than higher duties, and the financial measures of this country are grounded upon that principle. But the daily press, which gives its support to Government, remarks, with reference to the revenue accounts of the last quarter, that we are not now watching the result of Sir Robert Peel's experiments, and that it would be absurd to expect that John Bull should pay less, and the Chancellor of the Exchequer receive more.

The reduction of the war duties on tea, coffee, and sugar has been in steady operation during the last quarter, and the result of the reduced scale may be justly compared with the amount received in the same quarter of the year 1856, but still subject to some allowance. The loss which appears under the head of customs shows that the principle, that lower duties would produce more revenue, has yielded to the pressure of present circumstances. The importation price of several articles has materially advanced, and people are unwilling or unable to increase their expenditure. The falling off in revenue may be repaired, but an increase in customs and excise does not promise a favourable result, and an increase in property tax will be very unpalatable. It seems probable the only alternative will be either an increase in the property tax, and in customs and excise duties, or an addition to the National Debt by means of a loan. This view is sustained by the fact, before mentioned, of the East India Company having taken a loan from the Bank of England. Other circumstances also tend to show that financial difficulties, and the pressure for money, are likely to augment.

By recent advices from America, it appears that the commercial panic, which has produced very disastrous results, far from having come to an end, continued in full operation. Both railways and banks are in difficulties. Railways in the United States are usually pointed out as undeniable evidence of the vigour of transatlantic enterprise, and of prosperous results therefrom, in regard to national progress. The ardour of our western cousins carries them ahead a very long way with wonderful success. After some time difficulties are sure to arise which they are not well prepared to encounter. It appears that numerous railway undertakings are making very small returns, and have drawn upon the banks heavily for support. Many banks have suspended their payments, and others of greater weight were believed likely to follow. In England, in case a bank stops payment, its credit is rarely restored. It generally winds up and comes to an end. In the United States, it appears that banks *suspend* payment as a matter of precaution, and resume operations when favourable circumstances come round. Of course their customers do, and must, take a similar line of conduct, as they cannot draw their deposits, nor obtain the customary aid by way of loan. In this way a vast extent of insolvency is brought into existence. After some time the banks again open for payment. Debts and claims, for or against, are adjusted as may be with customers; pecuniary accommodation is obtained as before; and thus the wheel of enterprise again goes round.

In the present crisis, the gloomy aspect of affairs has been further darkened by the grievous loss of life and treasure in the wreck of the Central America, the usual remittances from California, amounting to £400,000, having gone down in that vessel. At the latter end of last month there was not any appearance of amendment. Parties who happened to have money were obtaining from 18 to 24 per cent. for discounting the best bills, and from 3 to 5 per cent. per month was obtained upon valid notes. Apprehensions were entertained that the Boston banks might fail in sustaining themselves and the public. It was believed that suspension of payment on their part would cause immense difficulty and ruinous depreciation of property.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	219	...	shut	...	...
3 per Cent. Red. Ann.	...	...	...	,,	...	...
3 per Cent. Cons. Ann.	90¼ 90½	90¼	89⅞ 90	,,	89⅞	89¼
New 3 per Cent. Ann.	...	...	...	,,	...	...
New 3½ per Cent. Ann.	...	...	101	,,	...	...
5 per Cent. Annuities	...	...	...	,,	...	...
Long Ann. (exp. Jan. 5, 1860)	...	2 3-16	...	,,	...	...
Do. 30 years (exp. Oct. 10, 1859)	...	...	...	,,	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	,,	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	,,	...	...
India Stock	207	209 10	210	,,	...	...
India Bonds (£1,000)	...	...	...	,,	...	...
Do. (under £1,000)	...	23s. dis.	...	,,	23s. dis.	20s. dis.
Exch. Bills (£1,000) Mar.	...	4s. dis.	4s. dis	,,	8s. dis.	...
June	...	...	...	,,	...	...
Exch. Bills (£500) Mar.	...	5s. dis.	8s. dis.	,,	4s. dis.	8s. dis.
June	...	...	...	,,	...	...
Exch. Bills (Small) Mar.	4s. dis.	3s. dis	7s. dis.	,,	4s. dis.	2s. dis.
June	...	...	...	,,	...	...
Exch. Bills Advertised	...	...	...	,,	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	98½	,,	98½	...
Exch. Bonds, 1859, 3½ per Cent.	...	98⅝ ⅝	...	,,	98⅝ ⅝	98⅝

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	shut	...	85
Caledonian	85¼	85 6 5⅛	85¼ ⅜	,,	83¾ 4	83⅝ 3⅜
Chester and Holyhead	34	33½	33	,,	...	...
East Anglian	...	...	19⅝	,,	19⅛	...
Eastern Union A stock	...	...	...	,,	...	...
East Lancashire	...	...	...	,,	...	...
Edinburgh and Glasgow	63	...	63¾ 4 3	,,	...	...
Edin., Perth. & Dundee	29¼ x d	29¼ x d	29 x d	,,	29 x d	28½ x d
Glasgow & South Western	...	...	...	,,	...	...
Great Northern	...	98	98 7	,,	96½ 5 6	95
Gt. South & West. (Ire.)	...	...	...	,,	...	...
Great Western	54⅝ ⅝	54½ ⅝	54 3⅝ ⅝	,,	53 2⅝ ⅜	52⅝ 3
Lancashire & Yorkshire	96½	96 5⅝	95 4⅝ 5	,,	93¾ 4⅝	93¼ 2⅜
Lon., Brighton, & S. Coast	103 2½	...	102¾	,,	103 2½	101½ 3
London & North Western	97½ ½ ¼	97 6⅜ ⅜	96½ 6	,,	95½	94⅝ 4
London and S. Western	90½ 90	90¼ 90	89½ ⅝	,,	89¼ 9	88
Man., Shef., and Lincoln	40⅝ 1	...	40½ 40	,,	40 39½	39
Midland	82⅝ 3½	82⅝ ½	81½ ⅝ ⅜	,,	80⅝	80⅛ ⅜
Norfolk	...	60¾	...	,,	60	...
North British	48½ x d	49 x d	48 x d	,,	47⅜ x d	46⅜ x d
North Eastern (Berwick)	92¾ 3¼	93 1⅜ 2	91½	,,	90½	90⅝ ½
North London	...	...	...	,,	...	...
Oxford, Worc. & Wolv.	...	...	32	,,	31½	31½
Scottish Central	...	...	...	,,	...	...
Scot. N.E. Aberdeen Stock	...	24⅛ ⅜	25	,,	...	24
Shropshire Union	...	48	...	,,	...	...
South-Eastern	...	65⅛ ¼	65½	,,	65 4⅜	...
South-Wales	83½	...	83½	,,	83	83

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 3RD DAY OF OCTOBER, 1857.

Issue Department.

	£		£
Notes issued	24,553,315	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,078,315
		Silver Bullion	...
	£24,553,315		£24,553,315

Banking Department.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,607
Rest	3,943,929	Other Securities	21,335,443
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	8,243,217	Notes	4,608,040
		Gold and Silver Coin	584,377
Other Deposits	10,002,282		
Seven day & other Bills	877,439		
	£37,619,867		£37,619,867

Dated the 8th day of October, 1857. M. Marshall, Chief Cashier.

Insurance Companies.

Equity and Law 6
English and Scottish Law 4
Law Fire 4½

Law Life	63 2½
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6¼
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

Bankrupts.

TUESDAY, *Oct.* 6, 1857.

ANDERSON, WILLIAM, Plumber and Painter, Broad-st., Ratcliff. *Pet.* Oct. 5. Oct. 15 and Nov. 19, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Holt, 13 Chatham-pl., Blackfriars.

COLEMAN, FRANCIS BREWER, Linendraper, 24 Queen's-bldgs., Brompton. *Pet.* Oct. 3. Oct. 20 and Nov. 17, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Buchanan, 13 Basinghall-st.

GREAVES, WILLIAM, Carpet Manufacturer, Halifax. *Pet.* Sept. 25. Oct. 16 and Nov. 20, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sol.* Brierley, Halifax.

HARRIS, WILLIAM, Hay, Straw, and Corn Dealer, West Bromwich, Staffordshire. *Pet.* Sept. 28. Oct. 17 and Nov. 6, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Hodgson & Allen, Birmingham.

JOYCE, MEDBURY, Timber Merchant, St. Neots, Huntingdon. *Pet.* Oct. 5. Oct. 19, at 1.30, and Nov. 21, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Sismey, 11 Serjeants'-inn, Fleet-st.

PRICE, JOHN, Licensed Victualler, Liverpool. *Pet.* Aug. 28. Oct. 15 and Nov. 6, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sol.* Tyndall, North John-st., Liverpool.

PRICE, MARTHA, Licensed Victualler, Scotland-rd., Liverpool. *Pet.* Aug. 28. Oct. 15 and Nov. 6, at 11; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sol.* Tyndall, North John-st., Liverpool.

SEALE, BERNARD, Plumber, Drain Pipe Manufacturer, and Colliery Proprietor, Sheffield. *Pet.* Oct. 1. Oct. 17 and Nov. 21, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Broadbent, Sheffield.

SHAW, JOHN, Machine Maker, Dukinfield, Cheshire. *Pet.* Oct. 2. Oct. 21 and Nov. 11, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Slater & Myers, Manchester.

FRIDAY, *Oct.* 9, 1857.

CATT, JOHN, & ARTHUR WELLINGTON CALLEN, Beer and Bottle Merchants, 47 Lower Shadwell. *Pet.* Oct. 6. Oct. 22, at 2.30, and Nov. 24, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Miller & Horn, 7 St. Martin's-pl., Trafalgar-sq.

CLAYTON, WILLIAM, Wholesale Perfumer, 58 Watling-st., and 16 West Smithfield. *Pet. for Arrgmt.* Sept. 19. Oct. 22 and Nov. 26, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Lepard & Gammon, Cloak-la.

COE, WILLIAM, Builder, Halifax, Yorkshire. *Pet.* Oct. 8. Oct. 22 and Nov. 20, at 11; Commercial-bldgs., Leeds. *Com* West. *Off. Ass.* Young. *Sols.* Ingram, Halifax; or Bond & Barwick, Leeds.

HALFORD, JOSEPH, Ironmonger, Cheltenham. *Pet.* Oct. 6. Oct. 20 and Nov. 16, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Chesshyre, Cheltenham; or Bevan & Girling, Bristol.

MOLLEDONN, LAMBERT PHILLIP, Manure and Corn-dealer, 75 Mark-la. *Pet.* Sept. 22. Oct. 22, at 2, and Nov. 24, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

RYDER, FREDERICK, Wholesale Stationer, 29 Basinghall-st. *Pet.* Oct. 6. Oct. 19, at 11, and Nov. 19, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Baker, Smith, & Oliver, 77 Basinghall-st.

SCORE, JAMES, Timber Merchant, Pilton, Devonshire. *Pet.* Oct. 1. Oct. 19, at 1, and Nov. 11, at 11; Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Carter & Chanter, Barnstaple; or Stogdon, Exeter.

SMITH, WILLIAM, Hotel Keeper, Castle Hotel, Bath. *Pet.* Oct. 3. Oct. 20, and Nov. 16, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Shaen & Grant, Kennington-crss., Lambeth; or Wilton, Bath.

TOWNSEND, MATTHEW, Manufacturer of Hosiery, Leicester. *Pet.* Sept. 30. Oct. 20 and Nov. 16, at 10.30; Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Miles & Gregory; or Hodgson & Allen, Birmingham.

WAKEFIELD, JOHN, Baker, Ilkstone, Derby. *Pet.* Sep. 30. Oct. 20 and Nov. 10, at 10.30; Shirehall. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Lees, Nottingham.

ZERMAN, FRANCESCO, Coffee-house-keeper, Saville House, Leicester-sq. Oct. 20, at 12.30, and Nov. 17, at 2.30; Basinghall-st. *Pet.* Oct. 8. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Govett, 9 Feathersone-bldgs., Holborn.

BANKRUPTCIES ANNULLED.

TUESDAY, *Oct.* 6, 1857.

TOWNSEND, JOHN, Auctioneer, Greenwich, and Charlton. Oct. 6.

FRIDAY, *Oct.* 9, 1857.

BRAVERY, PHILADELPHIA, Furniture Dealer, Union-lanes, Brighton, Sussex. Oct. 5.

RICKARDS, FREDERICK, Carrier, Farnborough, Hants. Oct. 9.

MEETINGS.

TUESDAY, *Oct.* 6, 1857.

BOOTH, WILLIAM, Machine Sawyer and Timber Merchant, City Central Saw Mills, 198 Upper Whitecross-st., St. Luke's. Oct. 27, at 2; Basinghall-st. *Com.* Holroyd. *Dir.*

BROCKETT, WILLIAM EDWARD, Money Scrivener and Horse-dealer, Newcastle-upon-Tyne, and Whickham, Durham. Oct. 29, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Dir.*

BROWN, ROBERT JAMES, Timber Merchant, Sunderland. Oct. 29, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *First Dir.*

BUTLER, EDWARD, Tailor, 21 Clifford-st., ond-st. Oct. 27, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

GLOVER, REUBEN THE[illegible]ORE, & EDGAR AUGUSTUS GLOVER, Licensed Victuallers, 222 Piccadilly. Oct. 17, at 11; Basinghall-st. *Com.* Fane. *Last Ex.*

HAWLEY, THOMAS, Grocer, 222 Blackfriars-rd.; Clement's-inn-passage, Strand; 27 King's-rd., Chelsea; and 97 Crawford-st., Marylebone. Nov. 6, at 12; Basinghall-st. *Com.* Goulburn. *Dir.*

HORSFALL, LUKE, Tailor, Accrington, Lancashire. Oct. 30, at 12; Manchester. *Com.* Skirrow. *Dir.*

MORTON, JAMES, Ironmonger, Huntingdon. Oct. 29, at 1.30; Basinghall-st. *Com.* Fane. *Dir.*

RAWLE, WILLIAM, Broker, Liverpool. Oct. 29, at 11; Liverpool. *Com.* Stevenson. *Dir.*

RICKETTS, JOHN BOURKE, Merchant, 147 Leadenhall-st. Oct. 27, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

SHEARCROFT, GEORGE, Grocer, Long Sutton, Lincolnshire. Nov. 10, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Dir.*

WEST, SAMUEL, Nottingham (Tillson & Co.), Lace-makers, Nottingham. Nov. 10, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Dir.*

FRIDAY, *Oct.* 9, 1857.

ADAMS, WILLIAM, Miller, Huntingdon. Oct. 31, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

CANTER, BENJAMIN, Cloth Merchant, Barnsley, Yorkshire. Oct. 30, at 11; Commercial-bldgs., Leeds. *Com.* West. *Dir.*

DE PORQUET, LOUIS PHILIPPE REMY FENWICK (Mary Wedlake & Co.), Dealer in Agricultural Implements, 118 Fenchurch-st., and Fairkytes, Hornchurch, Essex. Oct. 30, at 1.30; Basinghall-st. *Com.* Fane. *Dir.*

EVANS, JOHN, Shipbuilder, Aberystwith, Cardiganshire. Nov. 5, at 11; Bristol. *Com.* Hill. *Dir.*

FLUX, WILLIAM HENRY, Grocer, Heston, Middlesex. Oct. 30, at 12.30; Basinghall-st. *Com.* Fane. *Dir.*

HARTHILL, ALEXANDER, & JOHN M'KEAN, Woollen Merchants, Huddersfield. Oct. 30, at 11; Commercial-bldgs., Leeds. *Com.* West. *Dir.*

HOWARD, DAVID, Worsted Spinner, Leeds. Nov. 2, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Dir.*

MARE, CHARLES JOHN (C. J. Mare & Co.), Shipbuilder, Orchard-yard, Blackwall. *Pet. for arrgt.* Oct. 31, at 11; Basinghall-st. to decide upon an offer of composition agreed to be accepted by nine-tenths in value and number of the creditors.

MARSHALL, JOHN, Merchant, Birchin-la. Oct. 30, at 11; Basinghall-st. *Com.* Fane. *Dir.*

MOTTRAM, JOHN, Hop Merchant, Shrewsbury. Nov. 2, at 10; Birmingham. *Com.* Balguy. *Dir.*

PEARSON, THOMAS, Ironmonger, 18 and 19 Calthorpe-pl., Gray's-inn-rd. Nov. 3, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

REED, JOHN BURGOYNE, Shipbroker, Cardiff, Glamorganshire. Nov. 5, at 11; Bristol. *Com.* Hill. *Dir.*

REED, THOMAS, Shaft and Bent Timber Manufacturer, George-st, Mile-end New Town. Oct. 30, at 10.30; Basinghall-st. *Com.* Fane. *Dir.*

ROSS, DANIEL, Grocer, Romford, Essex. Oct. 31, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

SEMMONS, WILLIAM, Draper, Redruth, Cornwall Nov. 3, at 12; Basinghall-st. *Com.* Holroyd. *Final Dir.*

SIMOND, FRANCIS LOUIS, 4 Cullum-st.; trading with Charles Hyacinth Joseph Cuylits (Cuylits, Simond, & Co.), Merchants. Oct. 30, at 12.30; Basinghall-st. *Com.* Fane. *Dir.* joint est.

WAKINSHAW, JAMES, Iron Manufacturer, Monkwearmouth Iron Works, Monkwearmouth, Sunderland. Nov. 3, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Third and Final Div.*

WHISTON, FREDERICK WILLIAM, Druggist, Birmingham. Nov. 2, at 10.30; Birmingham *Com.* Balguy. *Dir.*

WOOLLETT, WILLIAM HENRY, & JOHN FREDERICK SANFORD WOOLLETT (Woollett & Nephew), Ship and Insurance Agents, 1 Lime-st.-sq. Nov. 3, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

WOOSTER, TIMOTHY, Seedsman, Cheltenham. Nov. 5, at 11; Bristol. *Com.* Hill. *Dir.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Oct.* 6, 1857.

BENNETT, THOMAS, Miller, Derby. Oct. 27, at 10.30; Shire-hall, Nottingham.

CLARK, THOMAS BURNHAM, Licensed Victualler, 27 Minories. Nov. 2, at 12; Basinghall-st.

COOPER, EDWARD SIMMONS, Leather-seller, 5 Commercial-pl., City-rd., Middlesex. Oct. 28, at 1.30; Basinghall-st.

CRUSE, JONATHAN, Builder, Kintbury, near Hungerford, Berks. Nov. 2, at 2; Basinghall-st.

DAVIES, CORNELIUS, & FREDERICK NORMAN, Cement and Lime Merchants, Crown Wharf, Great Scotland-yard, Westminster. Oct 29, at 11.30; Basinghall-st.

DOCKREE, JOHN, Wine and Spirit Merchant, Shakespeare's Head, Percival-st., Goswell-st. Nov. 2, at 1.30; Basinghall-st.

HADFIELD, WILLIAM, late of Constantinople, afterwards of Old Hall, Old Hall-st., Liverpool, and now of Cockspur-st., Middlesex; in partnership with Matthew Slade Hooper (William Hadfield & Co.), Merchants. Oct. 28, at 12; Basinghall-st.

LANKESTER, ROBERT HUGH, Enamelled Bag Manufacturer, 31 Bread-st., Cheapside. Oct. 27, at 2.30; Basinghall-st.

LONGTON, JOHN, Shipbroker, Liverpool. Oct. 29, at 11; Liverpool.

MANSER, FRANCIS, Baker, 1 Brownlow-pl., Queen's-rd., Haggerstone, Shoreditch, Middlesex. Oct. 27, at 2; Basinghall-st.

MORTON, JAMES, Ironmonger, Huntingdon. Oct. 29, at 1.30; Basinghall-st.

NASH, THOMAS, jun., Brushmaker, 134 Gt. Dover-st., Southwark. Oct. 29, at 1; Basinghall-st.

RANDALL, WILLIAM, Hotel-keeper, New Inn, Maidstone. Nov. 2, at 1 Basinghall-st.

ROBINSON, JOSEPH BRADBURY, Hosier, Macclesfield, Cheshire. Oct. 28, at 12; Manchester.

ROWLEY, STEPHEN, Fellmonger, Cambridge. Nov. 4, at 2; Basinghall-st.

Squires, William, Gunmaker, 315A Oxford-st. Nov. 4, at 11.30; Basinghall-st.

Stamps, James, Handsworth, Staffordshire, & William Finch, sen., Tipton, Staffordshire, Papermakers. Nov. 13, at 10; Birmingham.

Standing, William, Engineer, late of 9 Whitechapel-rd., but now of 10 Kingsland-crsct., Kingsland-rd. Oct. 29, at 12.30; Basinghall-st.

Statham, Henry Heathcote, Attorney-at-Law and Money Scrivener, Liverpool. Oct. 29, at 11; Liverpool.

Tilley, George, Brewer, Walton-on-Thames, Surrey. Nov. 4, at 11; Basinghall-st.

Warington, Thomas, Corn and Seed Merchant, New Corn Exchange, Mark-la., and 35 Mark-la. Nov. 4, at 12; Basinghall-st.

Watson, John, Pianoforte Manufacturer, 8 Upper Bemerton-st., Caledonian-rd., Islington. Oct. 29, at 1.30; Basinghall-st.

West, Samuel (Tillson & Co.), Lacemaker, Nottingham. Oct. 27, at 10.30; Shire-hall, Nottingham.

White, Edmund (M. White & Son), Corn and Coal Merchant, New Corn Exchange, Mark-la.; Phœnix Wharf, Stratford, Essex; and Globe Wharf, Wapping. Oct. 29, at 2; Basinghall-st.

Friday, *Oct.* 9, 1857.

Baker, Charles, Timber Merchant, Southampton. Oct. 30, at 1; Basinghall-st.

Bullock, Thomas, Grocer, late of Liphook, Bramshott, Hants, now residing at Ripsley Farm, Trotton, Sussex. Nov. 6, at 1.30; Basinghall-st.

Copland Charles, & William George Barnes (Copland, Barnes, & Co.), Provision Merchants, Botolph-la., London, and Oriental-pl., Southampton. Nov. 6, at 2.30; Basinghall-st.

De Porquet, Louis Philippe Remy Fenwick (Mary Wedlake & Co.), Dealer in Agricultural Implements, 118 Fenchurch-st., and Fairkytes, Essex. Oct. 30, at 1.30; Basinghall-st.

Etherington, Edwin, Grocer, Godalming, and Aldershott, Surrey. Nov. 6, at 12.30; Basinghall-st.

Gibbon, William, Grocer, Spenny Moor, Durham. Nov. 3, at 12; Royal-arcade, Newcastle-upon-Tyne.

Gifford, William, Saddler, Saint Ives, Huntingdonshire. Nov. 6, at 1; Basinghall-st.

Hart, William, Wine and Spirit Merchant, 62 Charlotte-ter., Great Charlotte-st., Blackfriars-rd. Nov. 3, at 1.30; Basinghall-st.

May, Thomas Henry, Baker, 52 Rathbone-pl., Oxford-st., and lately of 27 Little Brittain, and 2 Squire's-mount, Hampstead-heath. Oct. 31, at 12; Basinghall-st.

Phillips, James, Draper, Audlem, Cheshire Nov 2, at 12; Liverpool.

Rust, Charles, Cheesemonger, 38 Surrey-pl., Old Kent-rd. Nov. 6, at 2; Basinghall-st.

Thorburn, John, Bookbinder, 3 Pleydell-st., Fleet-st., and 51 Lower Stamford-st., Surrey. Oct. 30, at 11.30; Basinghall-st.

Wooster, Timothy, Seedsman and Hotel-keeper, Cheltenham. Nov. 10, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

Tuesday, *Oct.* 6, 1857.

Bate, Richard, Wine and Spirit Merchant, Shrewsbury. Oct. 5, 2nd class.

Groom, George, Boot and Shoe Factor, Norwich. Sept. 26, 2nd class; after having been suspended four months.

Lindop, William, Miller, New-rd., Talk-o'-th'-Hill, Staffordshire. Oct. 5, 2nd class.

Mortimer, Henry Gladwell, Builder, Lee, Kent. Sept. 29, 3rd class.

Neave, Richard Winter, Miller, Market Rasen, Lincolnshire, and of Sheffield. Sept. 16, 3rd class.

Wheeler, Richard, Miller, St. Owen, Herefordshire. Oct. 5, 2nd class.

Friday, *Oct.* 9, 1857.

Borsley, John, Builder, 32 Argyle-sq., King's-cross, Middlesex. Sept. 28, 3rd class; to be suspended for three months.

Evans, John, Shipbuilder, Aberystwith, Cardiganshire. Oct. 6, 2nd class.

DIVIDEND.

Friday, *Oct.* 9, 1857.

Robins, Richard John Saltren, Attorney, Tavistock, Devon. *Fur. Div.* 4*s.* 6½*d.* *Hirtzel*, Queen-st., Exeter; any Tuesday or Friday, 11 to 2.

Assignments for Benefit of Creditors.

Tuesday, *Oct.* 6, 1857.

Arnold, Robert, Hosier, Burnley, Lancashire. Sept. 10. *Trustees*, R. Wilson, Grocer, Burnley; E. Waters, Warehouseman, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

Griffiths, James, Draper, 52 High-st., Notting-hill. Sept. 15. *Trustee*, G. Rutland, Serjeant-at-Mace, 41 Basinghall-st. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

Henderson, Henry, Shipowner, Warkworth, Northumberland. Sept. 9. *Trustee*, T. K. Winter, Auctioneer, Newcastle-upon-Tyne. *Sol.* Brignal, 13 Elvet-bridge, Durham.

Webster, William, Draper, 93 Crawford-st., Middlesex. Sept. 7. *Trustees*, A. & E. Caldecott, Wholesale Warehousemen, Cheapside. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

Woodhouse, William, Draper, Leamington Priors, Warwickshire. Sept. 10. *Trustees*, J. Glover, Bookseller; G Welch, Butcher; both of Leamington Priors. *Sols.* Haynes & Moore, Warwick.

Woodman, Henry, Draper, Smallbrooke-st., Birmingham. Sept. 8. *Trustees*, J. Barnicot, Warehouseman, Friday-st., London; W. Parren, Warehouseman, Cannon-st. West, London. *Sol.* Heather, Paternoster-row.

Woods, Robert, Grocer, Burford, Oxfordshire. Oct. 3. *Trustees*, T. Streat, Auctioneer, Burford; J. Mathews, Plumber and Glazier, Burford. *Sol.* Price, Burford.

Friday, *Oct.* 9, 1857.

Bingham, Isaac, Draper, Wolverhampton, Staffordshire. Sept. 14. *Trustees*, C. Evans, Warehouseman, Cannon-st. West; S. Wreford, Warehouseman, Aldermanbury. *Sol.* Turner, 68 Aldermanbury.

Chrimes, Peter, Glass Manufacturer, Manchester. Sept. 10. *Trustee*, W. Owen, Accountant, 56 Pall-mall, Manchester. Indenture lies at office of W. Owen, 56 Pall-mall, Manchester.

Diot, Francis, Outfitter, King-st., Bristol. Sept. 17. *Trustee*, W. Grove, Wholesale Grocer, Bristol. *Sols.* Lennan & Humphrys, Baldwin-st., Bristol. Creditors to come in and execute before Dec. 31 next.

Haigh, George, Grocer, Attercliffe, near Sheffield. Sept. 30. *Trustee*, J. Hill, Corn Miller; J. Jackson, Teadealer; both of Sheffield. *Sol.* Hudson, 29 North Church-st., Sheffield. Creditors to execute on or before Dec. 30 next.

Jay, Samuel, & George Smith, Silk Mercers, Regent-st. Sept. 24. *Trustees*, W. C. Jay, Silk Mercer, Regent-st.; C. Wilson, Warehouseman, Watling-st.; C. Evans, Warehouseman, Cannon-st. West. *Sol.* Heather, Paternoster-row.

Pembridge, William, Draper, Monmouth. Sept. 28. *Trustees*, R. Williams, Warehouseman, Bewdley, Worcestershire; W. Graham, Auctioneer, Monmouth. *Sol.* Galindo, Monmouth. Creditors to execute within two calendar months from Sept. 28.

Pendered, John, Draper, Royston, Herts. Sept. 17. *Trustees*, J. Pendered, Gent., Royston; J. Baggallay, Warehouseman, Love-lane, London; Rev. A. Leeman, Aldenham, near Watford, Herts. *Sol.* Turner, 68 Aldermanbury.

Webb, Thomas, Innkeeper, Bradford, Wilts. Sept. 30. *Trustees*, A Wilkins, Brewer; T. Taylor, Chemist, both of Bradford. *Sols.* Timbrel & Page, Bradford.

Professional Partnerships Dissolved.

Tuesday, *Oct.* 6, 1857.

Barker, Henry John, & Charles Frederick Barker, Attorneys and Solicitors, Wem, Salop; by mutual consent. Debts paid by Barker & Sons, Solicitors, Wem, Salop. Sept. 22.

Moxon, Henry, & Robert James Dobie, Attorneys and Solicitors, 31 Bedford-row. Debts received and paid by R. J. Dobie. Sept. 30.

Friday, *Oct.* 9, 1857.

King, William Henry, & Samuel Broomhead Ward, Attorneys and Solicitors, Manchester; by mutual consent. Sept. 25.

Creditors under Estates in Chancery.

Tuesday, *Oct.* 6, 1857.

Orton, Henry (who died in Jan. 1831), Tobacconist, late of Derby. Creditors to come in and prove their debts or claims on or before Nov. 6, at V. C. Kindersley's Chambers.

Friday, *Oct.* 9, 1857.

Garbanati, Joseph (who died in July, 1852), Carver and Gilder, Southampton-st., Covent-gdn. Creditors to come in and prove their debts on or before Nov. 2, at V. C. Wood's Chambers.

Winding-up of Joint Stock Company.

Tuesday, *Oct.* 6, 1857.

Electric Telegraph Company of Ireland.—The Master of the Rolls peremptorily orders a further call of £1 per share, payable by two instalments of 10*s.* per share, to be made on all the contributories included in the settled list of contributories, and who have not been compromised with. And that each contributory pay the balance of the first of such instalments to the Official Manager, at 3 South-sq., Gray's-inn, on Oct. 24, at 12; and of the second on Jan. 7, at 12; after debiting his account in the Company's books with each of such instalments.

Scotch Sequestrations.

Tuesday, *Oct.* 6, 1857.

Crooks, William, Currier and Leather Belt Maker, Gauze-st., Paisley. Oct. 14, at 12, Globe Hotel, Cross, Paisley. *Seq.* Oct. 1.

Henderson, John, Bookseller, Dunfermline. Oct. 12, at 12, Royal Hotel, Dunfermline. *Seq.* Sept. 28.

Holt, Henry Frederic, South Reach, Stornoway. Oct. 10, at 10, Caledonian Hotel, Stornoway. *Seq.* Sept. 30.

M'Nabb, James, & William M'Nabb (J. M'Nabb & Son), Joiners and Timber Merchants, Old Toll, Ayr. Oct. 13, at 1, Commercial Hotel, Ayr. *Seq.* Sept. 30.

M'Naughton, William, Innkeeper, Muthil. Oct. 10, at 12, Drummond Arms Hotel, Crieff. *Seq.* Sept. 30.

Stewart, Charles, Manufacturer, Glasgow. Oct. 13, at 1, Globe Hotel, George-sq., Glasgow. *Seq.* Oct. 1.

Weir, William, Boot and Shoe Maker, Titchfield-st., Kilmarnock, Ayrshire, deceased. Oct. 17, at 1, Black Bull Inn and Hotel, Kilmarnock. *Seq.* Oct. 3.

Friday, *Oct.* 9, 1857.

Barnet, James, Joiner and Builder, Glasgow. Oct. 14, at 2; Hall of the Faculty of Procurators, St. George's-pl., Glasgow. *Seq.* Oct. 2.

Hogg, James, Hairdresser, West Register-st., Edinburgh. Oct. 16, at 12; Stevenson's Sale-rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* Oct. 5.

Pyper, William Combe, Master in the Royal Navy, Johnshaven, Kincardineshire. Oct. 16, at 12, Mill-hill, Stonehaven. *Seq.* Oct. 5

Spark, William, Hardware Merchant, Aberdeen. Oct. 10, at 12, Lemon Tree Tavern, Aberdeen. *Seq.* Oct. 1.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies* post free *are requested to forward the amount of their subscription* (£2 8*s. for the first year, including the* WEEKLY REPORTER *from the* 8*th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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We cannot notice any communication unless accompanied by the name and address of the writer.

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE SOLICITORS' JOURNAL.

LONDON, OCTOBER 17, 1857.

THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

Last Saturday and to-day we have presented to our readers the fullest report which our limits would possibly allow of the proceedings of the meeting held at Manchester. It will be seen that the business extended over three days, and yet only about half of the papers on the list had been read, nor had the discussions which arose been, in any instance, unreasonably prolonged.

We cannot but regret that the Chairman's opening address was principally devoted to refuting imputations upon the Managing Committee, which it seemed, however, to be unwise to leave without a distinct answer. The time of the meeting would have been far more agreeably occupied in reviewing the proceedings and anticipating the future of the Association. But on the second day more interesting topics were discussed, and the expected hospitalities of the Manchester Association had brought an accession of members to the meeting. Considering that the powerful rivalry of the Art Treasures Exhibition was operating throughout, we think that the reading and discussion of the papers was carried on with a very fair amount of zeal and diligence. So far as we can judge from necessarily brief abstracts, we should expect that the forthcoming report of proceedings, containing the papers and notes of the most important speeches and conversations, will be a valuable addition to the libraries of members of the Association. Most of the papers will admit of being read and read again with profit; and, indeed, we should say that they are, in general, rather too elaborate for the occasion which called them forth. A man who makes a speech necessarily regulates its length by the extent of his hearers' leisure, and by the attention and interest which they display. But the duration of a written paper has been fixed independently of all these circumstances, and any attempt to shorten it is apt to be abrupt and violent. It is, therefore, very desirable for the author of such an essay to consider, not how much can be written with vigour and freshness upon his subject, but how large a portion of a single morning is likely to be cheerfully surrendered to him by an audience liable to many other demands upon their attention. Besides, a man who really wished to promote the discussion of a favourite theory should aim at calling forth the opinions of others, rather than at proclaiming and vindicating his own. We are disposed to think, that, at future meetings, it would be advantageous to develope further the oral, and rather to restrict the written, element in the proceedings. But, of course, there must always be a supply of papers, so as to insure that a proper variety of topics be duly launched; and if it be found impossible or inexpedient to exhaust the list of essays, there still remains the resource of printing them for the more deliberate consideration of members at their own homes.

The important subject of the education of the solicitor, both preliminary to, and during the period of his articles, has been placed at this meeting in its due prominence. Three of the papers read were directed, more or less immediately, to this point; and readers and speakers alike declared that education is the one thing needful to insure that solicitors shall do their duty to society, and that society shall do justice to solicitors. The formation of junior societies, composed of articled clerks, and connected with the local law associations, appears to us to be a measure of very high importance; and it has this advantage, that no action or consent of Legislature, judges, or other dignified and deliberate bodies need be waited for to put it into immediate working. There is no necessity for cumbrous formalities, or large expenditure. Wherever it be possible, there should exist some authority to guide the studies which these societies of clerks may be expected to promote. At Birmingham, a Law Students' Society has flourished for the last ten years; and Mr. Johnson, formerly Secretary to this Society, has been recently appointed to the law professorship at Queen's College. It may be hoped, that, in this instance, the Professor will exercise over the Society a most beneficial influence; and the example thus afforded by Birmingham will deserve the consideration of the other great towns. The arrangements for testing the preliminary, and carrying forward the professional education of the articled clerk, must necessarily be, to a very great extent, local; and we would urge upon all authorities the extension and perfecting of such arrangements, at the same time that we do not cease to look to the Incorporated Law Society, and to the Inns of Court, to develop to the utmost those departments of metropolitan legal education over which they are respectively supreme. It was suggested at the meeting, that advantage might be taken of one of the latest improvements proposed at Oxford and Cambridge to supply, in many cases, a sufficient guarantee of adequate preliminary education of articled clerks. We allude to the plan of examining and granting certificates of literary attainment, without requiring residence, which it is expected that both Universities will soon put into active operation. Not only Oxford and Cambridge, but all other academical institutions, will do well to exert themselves to answer the demand thus made by a class most influential over society for a better education of its rising members. We are sure that those who have striven to regain for the ancient seats of learning a more national and comprehensive character, will discern and improve the opening here afforded to them; and will do their utmost to supply that "large, liberal, and enlightened education," which Mr. Lawrance insisted upon, at Manchester, as the first necessity of the profession.

Under the head of Bankruptcy, it will occur to every reader of the proceedings that the highest merit of the two papers read was the occasion given by them to several most valuable speeches. The address of Mr. Heelis recounts very plainly his own experience of the practice of bankruptcy in Manchester; and Mr. Lawrance was equally unreserved as regards the business done in London. We have thus the very best possible authority both on the provincial and the metropolitan aspect of Bankruptcy courts and offices; and we do not think it will appear that anything more practical has been said upon the subject by any of the more active and prominent law reformers who have this week congregated at Birmingham. If we wished to find a good example of the utility of gatherings like that which has taken place at Manchester, we could not possibly do better than refer to this discussion upon bankruptcy. Not only the body of solicitors, but the public also, is,

or might be, informed of the actual present working of the system, as observed by those who are in hourly contact with it. It cannot be doubted that the chief speakers on this occasion possess, in a high degree, the knowledge and skill which are necessary to successful attempts at law reform. Solicitors have done much to improve our methods of procedure, and they have proposed and striven to effect much more. One result of the establishment of the Association has been, to gain for the voice of the profession a more attentive hearing; and we believe that the discussion held on Friday last, at Manchester, will do much to add to the future weight of the collective representations of solicitors. If any of our legislators want to know what are the most crying evils of the bankruptcy system, and where the most ready remedies should be sought, let them read and consider the speeches of Mr. Heelis and Mr. Lawrance, published, as we hope they will soon be, in the report of the proceedings of the Association.

We shall have other opportunities of considering, at greater length, all that was read and spoken upon many and various topics at this meeting. We think that the Managers of the Association are entitled to look back upon the occurrences of last week with unmingled pleasure, and to draw from them the happiest auguries of future prosperity, and an ever-extending sphere of usefulness. It appears to us, too, that the selection of Bristol as the next place of meeting was a wise measure. The Association honestly aims to be as catholic as its name implies; and, therefore, the utmost should be done to enlarge its influence in the South and West, as well as in the North of England.

THE BIRMINGHAM CONFERENCES.

The National Association for the Promotion of Social Science may not, perhaps, do much in the way of original discovery; but there are other modes in which it may be of use to the cause which it has taken up. In the section which to us at least appears the most important, that of jurisprudence and the amendment of the law, we have already some gratifying facts to record. We cannot pretend to have learned much from the discursive speech with which Lord John Russell opened the proceedings; but if the Birmingham meeting does not give us any new truths, it may be no less serviceable if it adds new men to the phalanx of law reformers. Lord John Russell has always shown a disposition to support the amendments which have from time to time been proposed in our jurisprudence; but, after the prominent position which he has assumed at the Birmingham meeting, it is only fair to expect that his influence will be exercised with increased energy in favour of the various projects of law reform which urgently call for the action of Parliament. We are particularly glad to find that the section has devoted a share of its attention to the important subject of land transfer, and has been the means of eliciting from Sir Fitzroy Kelly a warm declaration of his adhesion to the general principles of the scheme which was recommended by the recent Commission. The many difficulties of mechanical detail which have been supposed to be fatal to the project were estimated by Sir Fitzroy at their true value, as obstacles which require nothing more than the use of means already within our reach to surmount them successfully. The other, and the only material cavil against a general registration of title is that which is expressed by the cry that it would expose the tenure of land to all the same risks from fraud which now affect an interest in settled stock. The assertion, as we have often pointed out, is not true to nearly its full extent; for there would be much less facility for a fraudulent transfer of a specific piece of land, the possession of which is a matter of local notoriety, than there now is for a fraudulent transfer of stock. But if the fear were justified that land would not be more safe than stock, we agree with Sir Fitzroy Kelly that there is no very serious ground for alarm. No doubt fraud would be possible, as it is now, in the case both of stock and land; but Sir Fitzroy hit the true answer when he said that, practically, we never hear of it. At least, if this is not literally true, it is undeniable that we do not hear of frauds in stock more often than—perhaps not so often as—frauds connected with land.

In one point of some importance, Sir Fitzroy Kelly proposes to advance more boldly and rapidly than the Commissioners were disposed to recommend. They hesitated to make a regular inquiry, followed by a grant of a parliamentary title, the indispensable condition of registration in the first instance. Their plan was, to leave it optional with any applicant for registration whether he would come in on the terms of submitting his title to investigation, or would be content to obtain exemption from future contingencies, and to leave the previous title to consolidate and perfect itself by lapse of time. Sir Fitzroy Kelly seems rather to favour the idea of a compulsory investigation, and suggests the Incumbered Estates Court of Ireland as the model on which the necessary tribunal should be constructed. While we cordially agree in the importance of having some such court established, unless, indeed, the existing courts could be employed for the purpose, we think that the more cautious proposal of the Commissioners is the fairer and the wiser course to follow. Landowners, when they learn to see their own interests, will be the stoutest advocates of a reform which will add a goodly percentage to the market value of their property, but they are timid in any matter connected with the tenure of their estates, and nothing would be more likely to deter them from supporting a measure for the registration of title than a provision which would render a quasi-lawsuit a necessary preliminary to the application of the law to their own estates. The less there is of a compulsory nature about any Bill which may be framed to improve the transfer of land, the more likely it will be to win the support of the proprietors whose interests it will chiefly promote, and without whose co-operation no measure of the kind can ever be passed. And it must be remembered that the difference between Sir Fitzroy's views and those embodied in the Report is merely one of time. On either principle we should come to an indefeasible title at last; and the single question is, whether it is worth while, for the sake of hurrying the working of the new law when it may be adopted, to incumber it with provisions which will increase the difficulty of establishing it as part of our legal system? Important as the questions we have noticed are, they are still matters of detail rather than of principle; and without altogether coinciding with Sir Fitzroy Kelly's views upon every point, we cordially concur in his opinion, that the ultimate establishment of indefeasible titles, with an absolute power to the owner to transfer his property at will, would involve a greater amount of good than has been effected by any Act of Parliament passed within our time. We rejoice to see so able a lawyer as Sir Fitzroy Kelly taking a decided part in a movement of such vast importance; and if the Birmingham Association were to do nothing more than attract the serious attention of landowners as well as lawyers to a topic which so deeply concerns them, it would not have met in vain.

Legal News.

HULL COURT OF BANKRUPTCY.

(Re Harrison, Watson, & Co).

A meeting for the choice of assignees and proof of debts under this bankruptcy was held on Wednesday in the Bankruptcy Court, at Hull, before Mr. Payne, the registrar, officiating

for Mr. Commissioner Ayrton. A large body of creditors and solicitors attended to take part in the proceedings. The principal subject of discussion arose upon the tender of a proof by Mr. John Scott, on behalf of the Union Bank of London, amounting to £26,000, upon certain bills of exchange drawn by Burstall & Co., of Quebec, and accepted by the bankrupts. These bills were indorsed by Burstall & Co. to the Bank of Montreal, and by that bank indorsed and delivered to the Union Bank of London, the consideration for the latter indorsement being the acceptance by the Union Bank of certain bills drawn on them by the Montreal Bank to a like amount. It was contended in opposition to the proof that these mutual acceptances amounted to a mere exchange of paper; and that, no money consideration having passed, the proof ought not to be admitted. In reply to this argument, it was alleged that the Union Bank were the *bonâ fide* holders of the bankrupts' dishonoured acceptances, and that it was not imperatively necessary that there should be a money consideration, a valuable one being quite sufficient. His Honour assented to this view of the matter, and the proof was admitted. A long list of debts was proved, amounting in the whole to 308,991*l.* 11*s.* 2*d*; the amount of claims by creditors not yet proved is £10,000. Among the proofs were the Bank of Upper Canada for £6,000; Bank of British North America £47,420; Union Bank of London, £21,000; City Bank of Montreal, £5,000; London Joint-Stock Bank, £23,450; Bank of England, £15,711; the executors of Mr. C. Bamford, jun., £29,312; and Mr. C. Bamford, £35,327. The assignees chosen are Messrs. J. B. Barkworth, of Cottingham; Mr. Chapman, of Leadenhall-street, London; and Mr. Christopher Simpson, of Hull.

BRISTOL BANKRUPTCY COURT.

(Before Mr. Commissioner Hill.)

At the sitting of the Court, on Thursday the 8th instant, his Honour said that the Registrar had complained to him that the bills for taxation, previous to the audit sittings, instead of being delivered five days before the day appointed, in many instances only came to his hands on the very morning on which the audit was fixed. This practice led to great inconvenience, and almost necessitated a hasty examination of the accounts thus submitted for taxation. He (the learned Commissioner) wished it therefore to be distinctly understood, that for the future the rule would be strictly observed, which provided that bills of solicitors and messengers should be delivered to the Registrar for taxation five days before the audit; and if the audit were adjourned by default of any solicitor or messenger in that behalf, the parties so in default should pay the costs of adjournment.

LIVERPOOL COUNTY COURT.

On Monday morning, at the Liverpool County Court, there was a full attendance of the local members of the bar, and of the legal profession generally, for the purpose of giving weight by their presence to the valedictory addresses to be made on their behalf to Mr. Pollock, on his retiring from the judgeship of that court.

After Mr. Pollock had taken his seat on the bench, and disposed of a few remaining cases on his list,

Mr. Blair expressed the regret of the profession at the retirement of Mr. Pollock from the duties, in discharge of which he had ever manifested courtesy with firmness, and which he had administered in a manner to command the esteem and regard not only of the members of the profession, but of this great commercial community in general. In retiring from his office, the members of the profession indulged in the anxious hope that the cessation from the laborious duties of the office would restore him to health, which had been thus impaired.

Mr. Lace, President of the Liverpool Law Association, on behalf of that body, then addressed his Honour. In doing so, he said he did not think it was any arrogation to say that he represented the feeling of the whole of his professional brethren. He had to offer to Mr. Pollock a resolution passed that morning by the Law Society, expressive of the very great regret that this was the last time they would see him on that bench dispensing justice, and this more especially when they considered the cause which compelled him to retire. He (Mr. Lace) had almost grown grey in the service. Some thirty or forty years ago he felt that there was a great want in the administration of justice to the poor, and he made some attempts to get a court established in connection with the business of the county magistrates, in the distribution of justice to the lower classes. At that time he was told such a thing was impracticable. Mr. Pollock had shown, that not only could justice be done by the same judge to the lower classes, but that the very highest and very nicest points of law could be decided in that court as well as in the courts above. Mr. Pollock had not only given them the advantage of sound law, but they had at all times received from him the comfort of courtesy and consideration. After some further observations, Mr. Lace concluded by reading the resolution of the Law Society, which was as follows:—

"That this Society records its deep sense of the loss which the public and the legal profession will sustain by the retirement of a judge whose conduct on the bench has been alike remarkable for the justice of his decrees as for the unwearied patience and urbanity exercised towards the suitors and practitioners in court; and this Society unfeignedly regrets the cause which has led to his retirement, and earnestly hopes cessation from judicial labour will restore his health, and enable him to enjoy a long life of happy and useful years."

Mr. Pollock, in responding to the address, said: Gentlemen, I sever, with deep regret, the connection which has for some years existed between us. On all occasions I have found that the consideration extended to me was far greater than I deserve. You will not expect me to enter into many of the topics to which Mr. Lace has alluded. Some of them are of great importance. I have laboured for them while here, and, God sparing me life and strength, I hope to labour for them hereafter.

THE NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF SOCIAL SCIENCE.

The first meeting of this association took place on Monday last at Birmingham, on which occasion an inaugural address detailing the scope and objects of the association was delivered by Lord Brougham. On Tuesday, Lord John Russell presided over the section charged with the consideration of all subjects belonging to Jurisprudence and the amendment of the law. Mr. E. T. Wakefield read a paper on the Transfer of Land. He adverted to the evils resulting from the operation of the present law, especially as relates to the production and verification of title, the result of which was expense, delay, and disappointment, no matter whether the transfer was of one or one thousand acres. He advocated, as an amendment in the present law, a plan by which certificates would be granted with an indorsement of an abstract title. Mr. E. Fawcett also read an elaborate paper on the same subject. He proposed the division of the kingdom into registration districts and the appointment of registrars; that land should be registered by letters or figures on the ordnance maps; and that the certificate of title given by the registrars should be the only title demanded.

Mr. S. S. Lloyd, of Birmingham, read an interesting paper containing suggestions for a new Bankruptcy Law. Mr. Hawes and Mr. Rayner also read papers upon the same subject. Mr. Hastings, the secretary, urged an assimilation of the law of England with that of Scotland as regarded Bankruptcy. The pressure on our space compels us to hold over a more detailed report of the proceedings of this section, but in our next publication, we will give it all the attention which it deserves.

The Dean and Canons of Christ Church, Oxford, have appointed Charles William Lawrence, Esq., of Cirencester, M.A., late Fellow, and now Steward, of New College, Oxford, the Chapter Clerk and Steward of their Society, in the room of the late Germain Lavie, Esq.

Sir Alexander Cockburn, the Lord Chief Justice of the Common Pleas, has arrived in town from a tour in Germany.

Mr. John Tyrrell is appointed Recorder of Bideford and of South Molton, in the room of Mr. Mackworth Praed, deceased.

At a meeting of the Liverpool Chamber of Commerce on Monday last, a report from the Commercial Law Committeee on "The United Kingdom Writs Bill" was brought up and adopted. The Bill purports "to enable parties to bring actions into any part of the United Kingdom where causes of actions arise against parties residing in any other part of the same." It was referred back to the committee to take the necessary steps for its introduction into Parliament. The same committee also submitted a paper touching upon subjects relating to commercial law, for submission to the national conference about to assemble at Birmingham. The points embraced in the paper were the Bankruptcy Law, the Registration of Partnerships, the Judgments Execution Bill, and the United Kingdom Writs Bill. The paper was adopted, and ordered to be forwarded. The other subjects on the paper were adjourned to a future meeting.

It is said that Lord Palmerston has recently, in the most handsome manner, tendered to the Attorney-General, Sir

Richard Bethell, the important office of Judge of the New Court of Probate and Divorce, but that the Attorney-General has thought proper to decline the office, considering that the circumstance of his having had the carriage of the Bills in the Lower House might lay him open to the imputation that his exertions in connection with them had not been of that disinterested character which Parliament and the public have at his hands a right to expect.—*The Standard.*

The resignation of Mr. Pollock, as county court judge, has called forth a general expression of regret from all classes of the community. His intellectual acumen, his extensive erudition, his patience, and his excellent temper peculiarly qualified him for the office of a judge. It is understood that Mr. Pollock's constitution is suffering merely from wear and tear, and his physicians encourage him to expect that a year's rest, spent amongst other more congenial pursuits than trying cases of debt in a county court, will restore him to his former self. Mr. Pollock was for some years a very distinguished criminal advocate in Manchester, where he divided the palm with his principal and most brilliant and successful competitor, the late Mr. Serjeant Wilkins. His appointment to the position of judge of the Liverpool County Court was made by the Earl of Carlisle, the present Lord-Lieutenant of Ireland, when holding the office of Chancellor of the Duchy of Lancaster. That appointment was made on the dismissal of Mr. Ramshay, on the termination of the prolonged and exciting inquiry which created more popular irritation in Liverpool than we ever remember to have been caused by any other local event. With regard to Mr. Pollock, we may say, with truth, that he displayed eminent ability in every department of the law, and that he obtained and deserved the general esteem and friendship of the bar. The salary of the judgeship of the court is £1,500 a year, in relinquishing which, we believe, Mr. Pollock retires with a pension of £1,000 a year.—*Liverpool Albion.*

Mr. J. K. Blair has been appointed to the judgeship of the Liverpool County Court, vacant by the resignation of Mr. Pollock. Mr. Blair was called to the bar in June, 1835, since when he has regularly practised on the Northern Circuit, on which he has latterly held numerous briefs. He has resided for many years in Liverpool; he has for some time, at Salford, filled the office of judge of the Court of Record; and he was very recently appointed Deputy-Recorder of Liverpool; which two offices he will now resign. Mr. Blair's promotion will be a source of satisfaction to his professional friends, amongst whom he has always been esteemed for the urbanity of his manners in every office of a public capacity which has brought him in contact with them.

The French Tribunals.

The Civil Tribunal of Paris was occupied on Saturday last with a very remarkable case. A Brazilian gentleman of considerable property, named Peres D'Oliveira, sought the intervention of the Court under the following circumstances:—He stated that he had the misfortune, in 1854, to form an intimate connection with Mademoiselle Euphémie Verger, the sister of the assassin who, it will be in the recollection of our readers, murdered the Archbishop of Paris. He had by her two children, a boy and a girl, and he caused them to be registered as his own, a course which, his advocate stated, few persons in his condition would have consented to. It was, moreover, his intention to have married Mademoiselle Verger, and for this purpose he had obtained from Brazil the necessary certificates. In the interim, however, her brother committed the atrocious crime for which he had been executed, and M. D'Oliveira felt that his marriage with the sister of an assassin was no longer possible. Nevertheless, he preserved his intimacy with Mademoiselle Verger, and would have continued to do so had he not discovered that she had appropriated the money he had given her to pay tradesmen, and had run up debts without his knowledge, which he was compelled to pay. He then resolved upon a separation, and he took the girl with him, leaving the boy under her protection. Having, however, learned that she neglected the child in the most scandalous manner, he now sought the intervention of the Tribunal, and prayed that the Court would order his son to be delivered up to him. In support of the allegation, that Mademoiselle Verger was unfit to be trusted with the care of the boy, several of her letters were read to the Court. They were all of the most violent description, and dealing in epithets by no means complimentary to M. D'Oliveira. In one she entered into the following curious calculation. She said that she had "sold herself" to him, and had stopped with him altogether 1,129 days. She estimated that ten francs a day was a moderate recompense for her services, for "a girl who passes a day with a man is worth more." She was, therefore, she concluded, entitled to 11,290 francs. He had paid for her maintenance five francs a day, and she had appropriated some sums belonging to him. These sums would make a total of 8,145 francs. Deducting these from the 11,290 francs, there remained, therefore, due to her 3,145 francs. So that, if M. D'Oliveira paid himself 2,000 francs that he said she had robbed him of, he would still remain indebted to her. On the part of Mademoiselle Verger it was represented that M. D'Oliveira had seduced her when she was a simple workwoman, living innocently with her parents. Her mistress, she stated, had one day sent her to D'Oliveira with a letter, and he had locked her up in his room, and, in spite of her prayers, kept her there until she yielded to his wishes. On his subsequent protestations of love and promises of marriage, with her mother's consent, she went to live with him. Things went on pleasantly until her brother murdered the Archbishop, and then D'Oliveira, without pity, drove her from his house, and wanted to keep the two children she had borne him. She urged that she alone had a right to the children. In the first place, the father was a foreigner, and might leave France at his pleasure, and never return; so that, if the children were in his hands, she might never see them again. In the second place, she urged that D'Oliveira had not shown any care for the children. He had not inquired after them when ill, nor had he paid for them when at nurse. She was not aware that he had possession of the girl, as she had placed it out at nurse; and as to the boy, she was ready to maintain him by her labour. Having produced various certificates in support of her allegations, she contended that the Tribunal should reject the demand of D'Oliveira, and should, moreover, order him to pay fifty francs a month towards the expense of the maintenance of his son. The Tribunal, after hearing the public prosecutor, decided that Mademoiselle Verger should retain possession of her son; that the father should have liberty to see him; and that he should be condemned to pay 50 francs a month towards the child's maintenance.

A very remarkable political trial has been instituted by the French Government before the Correctional Tribunal of Colmar, on the Rhine. The principal defendant is Count Jules Migeon, who has been a popular representative in several successive legislative assemblies, and he stands charged with corrupt electoral practices at the last election for Belfort, where he was returned by a majority of 7,000 votes over the Government candidate, M. Nicole, an advocate of the Belfort bar. Nineteen persons were to have been prosecuted along with Count Migeon, but the charges against eighteen of them have been abandoned. The indictment is a curious document, and is as follows:—Whereas it sufficiently appears against Migeon —1. That, on the occasion of the last elections, he, from the month of February to the month of June, did, in order to further his own candidature, both by himself and his agents, by means of false news and other fraudulent manœuvres, surprise and divert suffrages. 2. That he made promises to electors of public or private posts and offices, if they would vote for him. 3. That he influenced the votes of divers public functionaries, by threatening them with the loss of their situations. 4. That, both by word of mouth and in writing, he did, by himself and his agents, and particularly by writings hawked about in large quantities, and also distributed in large quantities through the post-office, circulate statements and allegations calculated to impair the honour and consideration of functionaries of all ranks and degrees in the department of the Haut Rhin, both in their private and public capacities. 5. Against Himbert—that he was an accomplice in the misdemeanors aforesaid, having aided and abetted Migeon in the preparation and circulation of the statements aforesaid. 6. Against Migeon, that he has publicly hawked and distributed, without authorisation, writings not registered, in breach of the law of July 27, 1849. 7. Against Migeon, that at Colmar, on August 31, 1856, he illegally wore in public the cross of the Legion of Honour, and also divers foreign decorations, which he had not been authorised to wear by the head of the State. 8. Against Migeon, that on the 12th of July last, at Rougemont, in the public streets, and also in a tavern kept by one Perrot, he publicly, by gestures, words, and menaces, insulted Brigadier Gauchat, of the gendarmerie, in the execution of his duty. 9. Against Migeon, that, on the 5th of the same month, at Sevenant, in the inn kept by the mayor of that place, he publicly insulted the Mayor of Bermont, the

said mayor being then and there acting in the execution of his duty.

It has been elicited that a number of persons were arrested when distributing handbills in the interest of the opposition candidate, on the grounds that they could produce no passports. Although they were in the immediate vicinity of their habitual residence, and their identity might have been easily established, they were detained as vagabonds, and placed at the disposition of the Procureur Imperial. Monsieur Favre, the advocate for Count Migeon, brought to light all these circumstances by his cross-examination, and, struck by the system they disclosed, he exclaimed "This then is the liberty we enjoy." Few of the newspapers have ventured, it would seem, to report this expression of indignation. Count Jules Migeon has sat as a deputy for the department of the Haut Rhin ever since 1849. In the Legislative Assembly he took his seat on the extreme right, between M. de Persigny and Count Simeon. At that time he had been sent to the house by 50,000 suffrages. After the *coup d'état* of 1851 he was looked upon by the Government as a safe and valuable man, and was sent on a special mission to Alsatia to propagate Napoleonic ideas. At the elections which shortly ensued he appeared as the Government candidate for Belfort, and was returned by 25,000 votes out of 28,000 registered electors. The trial, which excites the most intense interest in all circles in France, has not yet concluded.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. XLIX.—*An Act to amend the Law relating to Banking Companies.*

In a previous article upon "The Joint-Stock Companies Acts, 1857,"* it was mentioned, that, not only insurance companies, but *banking* companies, were expressly excepted from the operation of the Joint-Stock Companies Act, 1856: and that, while companies of the former description still remain under the regulation of the 7 & 8 Vict. c. 110, and 10 & 11 Vict. c. 78 (which Acts, as respects them, are still unrepealed), banking companies were regulated under the Act which has now come, in its turn, under discussion.

The important change is made hereby that those banking companies usually known as "Joint-Stock Banks" are now, in effect, placed under the same regulations, in general, as other joint-stock companies; for (by s. 2) the Joint-Stock Companies Acts of 1856, 1857 (*i. e.* 19 & 20 Vict. c. 47, and 20 & 21 Vict. c. 14), are to be deemed to be incorporated with, and to form part of, the Act under discussion.

But though the machinery of those Acts is henceforward applicable to banking companies, the Act under discussion ingrafts upon it, as regards them, some very material qualifications; and amongst these, the most important of all, perhaps, is that (by s. 3) no existing or future banking company shall be registered as a *limited* company—the effect of which is, that, if any registered joint-stock bank shall be wound up either by the Court or voluntarily, each existing shareholder will still be liable to contribute to an amount sufficient to pay its debts and the expenses of the winding-up. The other provisions of the Act under discussion may be classed as affecting existing banks, or those hereafter to be formed, or both.

I.—*As to Existing Banks.*

By s. 4 every banking company, consisting of seven or more, formed under 7 & 8 Vict. c. 113, must, before 1st of January, 1858, register itself under penalty of the following consequences:—1, that the company shall be incapable of suing, but capable of being sued; 2, that no dividend shall be payable to any shareholder therein; 3, that each director or manager thereof shall be liable to a penalty of £5 for each day in default—to be recovered by any person, for his own use. "Nevertheless" (proceeds the Act) "such default shall not render the company so being in default illegal, nor subject it to any penalty or disability" other than those above specified.

But, besides joint-stock banks formed under the provisions of 7 & 8 Vict. c. 113, there also exist certain joint-stock banks formed under 7 Geo. 4, c. 46; and with a view to these (it is presumed) the 6th section of the Act under discussion provides, that "any banking company consisting of seven or more persons, having a capital of fixed amount, and divided into shares also of fixed amount, legally carrying on the business of banking previously to the passing of this Act, and not being a company hereby required to be registered," may at any time, with the assent of a certain number of its shareholders, register; on which the previous provisions under which it carried on business shall cease; saving, however, any powers previously enjoyed by such company "of issuing notes payable on demand, or of doing any other thing." And s. 18 declares that the Joint-Stock Companies Acts, 1856, 1857, shall not apply to any such banks until they severally register themselves. There are also provisions in the Act under discussion (ss. 8, 9, 10) to guard against any registration of an existing bank affecting in any way the rights or liabilities of the company previously acquired or incurred; or the liability of its shareholders before registration to contribute to its debts; or the progress of any legal proceedings commenced before the registration. But this is subject, as to judgments against the company, to the proviso that no execution shall issue against the effects of any individual shareholder or member; but that, if the assets of the company shall be insufficient, an order must be obtained for winding up the company so registering, in manner directed by the Joint-Stock Companies Acts, 1856, 1857.

Sect. 16 provides, that, on the registration of any existing bank, all estate (real and personal), and all choses in action, held in trust for it by any person or persons, shall become vested in the company; but that no merger of estates shall take place in consequence, without the consent of the company, under their common seal.

Sect. 17 provides for the contingency of any banking company having been inadvertently registered under the Joint-Stock Companies Acts, 1856, 1857, as a *limited* company; and—without rendering any such bank illegal, or the registration invalid—it is made liable to be wound up on the *ex parte* application of any creditor or member; and the contributories are made individually liable to the whole of its debts and liabilities, notwithstanding such bank has been registered as limited.

II.—*As to the Formation of new Banking Companies.*

By s. 13, any seven or more persons associated for the purpose of banking may register themselves as a joint-stock company—subject to the condition that the shares into which their capital is divided shall not be less than £100 each. And not more than ten persons shall, *unless* so registered, form themselves into a partnership for the purpose of banking.

The above is what appears to us to be the *effect* of this section. The actual text, for which we refer the reader to another part of our impression, has additions which seem to serve only the purpose of rendering it obscure. Thus it says, that the registration of any bank so to be formed is not to be as a *limited* company; but this was already enacted by s. 3. Moreover, after saying that more than ten persons shall not hereafter, unless registered, form themselves into a banking partnership, it adds "or, if so formed, carry on the business of banking." But if this last clause of the provision refers to such companies as are mentioned in the 6th section, their registration is by that section made *optional*. Is the 13th section, then, intended *pro tanto* to repeal the 6th? And yet we do not see to what other banks than those referred to in that section this clause can be meant to apply.

III.—*As to Registered Banks generally.*

The 11th section directs that all registered banks are to be wound up in the manner directed by the Joint-Stock Companies Acts, 1856, 1857; and that the "Winding-up" Acts (7 & 8 Vict. c. 111, 11 & 12 Vict. c. 45, and 12 & 13 Vict. c. 108) shall have no application to such companies.

The 12th section repeals the 7 & 8 Vict. c. 113, as to all banks hereafter to be formed, and, with regard to any particular bank now existing, from the time that such bank registers. And to this section is appended the following clause:—"And notwithstanding anything contained in 7 & 8 Vict. c. 113, or in any other Act, it shall be lawful for any number of persons, not exceeding ten, to carry on in partnership the business of banking in the same manner and upon the same conditions in all respects as any company [*query*, "co-partnership"], of not more than six persons, could, before the passing of this Act, have carried on such business." We apprehend the meaning of this is to authorise a firm of *private bankers* to consist of as many as ten members, instead of, as heretofore, six only.

The 14th section declares that no appointment of Inspectors to examine into the affairs of any banking company shall be made by the Board of Trade under the Joint-Stock Companies Act, 1856, except upon the application of one-third at the least in number and value of the shareholders.

CAP. L.—*An Act to amend the Acts concerning Municipal Corporations in England.*

It formed one of the provisions (s. 75) of the Municipal Corpora-

Sup. No. 37, p. 808.

tion Act of 1835, that the powers, at the date of that Act, vested, under sundry Acts of Parliament, in trustees for paving, lighting, &c., certain boroughs scheduled to that statute, might be transferred to the councils of such boroughs respectively, if such course seemed expedient to the trustees. This provision, as it was framed in the original Act, has been found insufficient to meet the cases to which its principles might be usefully applied; and to extend and improve it, is one object of the Act under discussion. By s. 1, the provision above referred to is, accordingly, repealed except as relates to transfers already made; but by ss. 2, 3, and 4 it is, in effect, re-enacted, with the following additions and improvements:—That the trustees may be such as are "appointed or acting under any Act for paving, lighting, supplying with water or gas, or cleansing, watching, regulating, or improving, or for providing or maintaining a cemetery or market;" that the boroughs may be either such as are scheduled to 5 & 6 Will. 4, c. 76, or such as have received a charter of incorporation since that Act passed; that the transfer is to be made under the common seal of the trustees if they happen to be a corporation, or otherwise by deed executed by two of them in behalf of the whole body; that, after the transfer, the trustees shall be discharged from all liabilities and obligations in respect of the trust; and that, on the other hand, no such transfer shall be made unless the council of the borough in question have resolved to accept the same, at a meeting convened for the purpose.

It was another provision of the same Act of 1835 (s. 15) that the overseers of every parish wholly or in part within any borough should, on the *5th* of September in every year, make out the "Burgess List," to form part (in the case of a borough consisting of more than a single parish) of the general "Burgess Roll" of the borough; and should, on the same day, deliver the same to the town clerk; and should keep, between the *5th* and the *15th* of the same month, a copy of such list for the perusal of any person without payment of any fee. The Act under discussion (by s. 7) extends the time during which such list may be perused without payment from fifteen to twenty days, by enacting that the burgess list shall be made out and delivered to the town clerk on or before the *1st* of September, instead of the *5th*.

It was provided, by an Act passed to amend the Municipal Corporation Act of 1835 (viz. by 7 Will. 4, & 1 Vict. c. 78, s. 6), that, in every borough in which, by reason of any neglect or informality, a new burgess roll of the borough should not have been duly made or revised, in any year, within the proper time, the previous burgess roll should continue in force till the new one should have been duly made or revised. This provision applied only to boroughs consisting of a single parish; and the Act under discussion extends it, by providing (s. 6), that, in boroughs of more parishes than one, in which, from neglect or informality, the parochial burgess list for any year shall not have been properly made or revised, such part of the existing burgess roll as contains the names of the parishioners entitled to be on the burgess list shall continue in force, until a burgess list for the parish in question shall have been duly made and revised.

By an earlier Act of Parliament, passed *alio intuitu*—viz. "for the more speedy return and levying of fines, penalties, and forfeitures, and recognisances estreated" (3 Geo. 4, c. 46)—all such fines, &c., and all sums of money paid in lieu or satisfaction of any of them, set, imposed, or forfeited before justices, were directed to be copied on a roll by the town clerk of cities, boroughs, and other places, and sent by him (first making oath before a justice that the roll is complete and accurate) to the sheriff having execution of process in such place, to be his authority for levying and recovering the same; and that a certificated duplicate of such roll should, by such town clerk, be delivered to the Court of Exchequer on the second Monday after the 2nd of November in each year. By the Act under discussion (s. 5), these duties are now transferred to the *clerks of the peace*, in the place of the town clerk, in those cities, boroughs, and places wherein the offices of town clerk and clerk of the peace are not united in the same person.

Recent Decisions in Chancery.

Lis Pendens—Notice—Codefendants.

Bellamy v. *Sabine* (Full Court of Appeal), Aug. 1, 1857.

This case will be for the future the leading authority on the doctrine of *lis pendens*, not only because it is the first case in which the effect of alienation *lite pendente*, as between co-defendants, is fully discussed, but because in it the entire doctrine is treated as being founded upon a principle different from that which has been generally assigned to it during the last century—since the decision of Lord *Hardwicke* in *Worsley* v. *Earl of Scarborough*, 3 Atk. 392 (in 1746).

The facts of the present case were very complicated; but, for the purpose of the argument on the effect of *lis pendens*, may be stated as follows:—A., a tenant for life of real estate, in consideration of certain covenants to pay off moneys due by him, and to pay annuities to other persons, sold his life estate to B., the tenant in tail in remainder, who sold the estates to C. in fee, and soon afterwards died, leaving D. his heir-at-law. D., in 1830, filed a bill against A. and C. to set aside the transactions of both of them with B., on the ground of fraud. The bill was dismissed as against A., but the decree declared the sale to C. to be fraudulent, and ordered C. to reconvey, free from incumbrances, upon payment of what should be found due from D. to C., upon taking an account between them. While this suit was pending, C., in 1833, mortgaged a portion of the estate to E. and F. After the decree, A. instituted a suit against all these parties for specific performance of his agreement with B.—part of the purchase money payable to him under the agreement between B. and him remaining unpaid. A decree for specific performance was made against C. and D. without deciding the question as to the priority of A. over the other incumbrancers; and the contest now was for priority between A., and E. and F., the mortgagees: A. contending that they became mortgagees subject to his rights, the mortgage having been made to them pending the former suit, which, A. insisted, gave notice of his equitable rights. V. C. *Wood* decided in his favour, after a very elaborate discussion of the rule of the Court as to the effect of *lis pendens*. His Honour considered that, as C. was bound by the decree, and as his mortgagees could only claim through him, they also were equally bound by the decree. "The least effect that can be attributed to *lis pendens*," said his Honour, "is, that the party who purchases pending a suit is to be bound by the result of the suit just as much as if he were a party to it." Again, "It seems to me that the effect of *lis pendens* must be, that you (E. and F.) are merely Sabine (C.) and no one else; whatever right you can assert against him, can only be worked out through him; and whatever right he could give you in that position, you take, with full notice of all the relief that is prayed against him." It will be seen, therefore, that the Vice-Chancellor proceeded upon the principle laid down by Lord *Hardwicke* in *Worsley* v. *Earl of Scarborough*—viz. that *lis pendens* is to be treated as notice. "It is the pendency of the suit," said his Lordship, "that creates the notice; for, as it is a transaction in a sovereign court of justice, it is supposed all people are attentive to what passes there; and it is to prevent a greater mischief that would arise by people's purchasing a right under litigation." Lord *Cranworth*, commenting on the decision of the Court below, says, "It is scarcely accurate to speak of *lis pendens* as notice, although undoubtedly the language of the Court often so describes its operation. It affects, not because it amounts to notice, but because the law does not allow to litigant parties, and give to them, pending the litigation, rights in the property in dispute, *so as to prejudice the opposite party*. Where a litigation is pending between a plaintiff and a defendant as to the right to a particular estate, the necessities of mankind require that the decision of the Court in the suit shall be binding, not only upon the litigant parties, but also upon those who derive title under them, by alienations made pending the suit, whether such alienees had or had not notice of the pending proceedings." There was no allegation in this case that E. and F. had actual notice of A.'s equitable rights, or any other kind of notice than such as was to be imputed to them by the pendency of the first suit, in which A. and C. were co-defendants; and the Lord Chancellor and the Lords Justices were all of opinion that that suit could not be considered as amounting to notice of the rights of A. as against C., his co-defendant, the equities between whom were left untouched by the suit.

On the question as to the basis of the rule of the Court respecting *lis pendens*, *Turner*, L. J., considered that it was "not founded upon any of the peculiar tenets of a court of equity as to implied or constructive notice;" and observed, that it was common to courts of law and equity. The true ground—as we apprehend it—of the decision of the Court of Appeal in this case was thus put by his Lordship:—"No case, as far as I am aware, has yet occurred in which the doctrine has been applied so as to affect the title of an alienee *by virtue of a claim not interfering with the title of the plaintiff in the pending litigation*. . . . Generally speaking, between co-defendants there can be no decree. Is it to be said that there is a *lis pendens* between them? If so, when did it commence? . . . If an alienee of a defendant is, by virtue of this doctrine of *lis pendens*, to be affected by the claim of a co-defendant, upon what prin-

ciple is the alienee to be protected against the claim of a mere stranger? Laying out of consideration the cases in which decrees can be made between co-defendants, which are rare, and for the most part go no further than where it is necessary for the purposes of the plaintiff to adjudicate between the defendants, upon what ground is the case of a co-defendant to stand in a different position than that of a stranger? And if the doctrine of *lis pendens* is to be carried so far as to affect a purchaser with notice in favour of a stranger, I hardly know what title would be safe." The general result of this decision will be to restrict the effect of *lis pendens* to this: that neither party to the litigation can alienate the property in dispute so as to affect the opposite party; and, further, it being no longer considered that *lis pendens* operates by way of notice, the party sought to be affected is not put upon inquiry to the same extent that he would be if *lis pendens* were held to be notice of all the possible equities disclosed by, or arising out of, the suit. Indeed, the latter part of the proposition has been already authoritatively affirmed, though not upon exactly the same grounds as in *Bellamy* v. *Sabine*. In *Shalcross* v. *Dixon* (7 Law Journ., N. S., Chanc., 180), it was contended that the doctrine of *lis pendens* only applied to the matters actually put in issue in the bill; and Lord *Langdale*, in his judgment, observed, that he had never heard that *lis pendens* was to be notice, not only of what was charged in the bill, but of every equity which *by possibility could arise* out of the matters in question in the suit. The same limitation of the rule was distinctly recognised by Lord *Cottenham* in *Houlditch* v. *Wallace* (1 Dru. & W. 498).

It may be useful to the practitioner, while we are upon the subject of *lis pendens*, to note up the principal decisions relating thereto, so far as they tend to illustrate the present case. In *Jennings* v. *Bond* (2 Jo. & Lat. 720), Lord *St. Leonards* held, that a suit by a judgment creditor for an account of the real and personal estate of his debtor, and payment of his debts, is a sufficient *lis pendens* to affect an incumbrancer on the life estate of a defaulting executor in lands, the fee of which was subject to the judgments, with notice of an equity to have the life estate applied to answer the default of the executor. So, in *Walker* v. *Smallwood* (Ambl. 676), alienation by a devisee of lands charged with the payment of debts, pending a creditor's suit for sale and payment of debts was held to be void; "for though," said Lord *Camden*, "a general charge does not make a purchaser before the suit see to the application of the money, yet, after a suit commenced, I should hold him to it." In the *Bishop of Winchester* v. *Paine* (11 Ves. 194), mortgagees *pendente lite* of an equity of redemption were held to be bound by a decree of foreclosure, though not made parties; and Sir *T. Plumer* held, in *Mewx* v. *Maltby* (2 Swanst. 281), that a suit for specific performance of a contract to grant a lease was notice to a purchaser *pendente lite*. On the other hand, Lord *St. Leonards*, in *Tennison* v. *Sweeny* (7 Ir. Eq. Rep. 511), held, that *ex parte* proceedings under the Sheriff's Act (Ireland) for the appointment of a receiver were not *lis pendens* to affect a purchaser with notice of the judgment; and in that case his Lordship gives expression to a feeling which has long been entertained by the majority of our equity judges. Having expressed his regret that the doctrine of *lis pendens* had gone so far, he adds, "What can be harder than that a man should be bound by proceedings behind his back which he never heard of, and which, in all human probability, he never could have heard of. . . . I cannot agree, that, in any case, an order for a receiver would operate as *lis pendens*." *Metcalfe* v. *Pulvertoft* (2 Ves. & Bea. 201) restricted the effect of the maxim "*Pendente lite nihil innovetur*" to the rights and parties in the suit. "The effect of the maxim," said Lord *Eldon*, "making the conveyance wholly inoperative is founded in error. The true interpretation," he continues, "is that the conveyance does not vary the rights of the parties in that suit. . . . The *lis pendens* is presumptive, if not actual, notice; and the purchaser is in the same position in which the vendor stood, upon this plain principle, that the suit is to be decided according to the state of things when it was instituted; and the rights, however they may be varied by death, bankruptcy, &c., cannot be affected by the voluntary act of either party;" and, alluding to Lord *Camden's* decision in *Walker* v. *Smallwood*, he added, "that the general rule enunciated in the last-mentioned case—viz. that alienation pending a suit is void—must be understood with reference to the subject-matter, and not absolutely." In *Brace* v. *Duchess of Marlborough* (2 P. Wms. 490), where a third mortgagee bought in the first mortgage, pending a redemption suit by the second, the third mortgagee was allowed to tack.

It does not appear to be settled by *Bellamy* v. *Sabine* whether, in suits where the Court does make a decree between co-defendants, such suits are to have the effect of *lis pendens* as between the co-defendants. If the doctrine of *lis pendens* depends altogether upon the principle stated by the Lord Chancellor—viz. of preventing indefinite litigation—it appears to apply equally to decrees between co-defendants, where such are made, and to ordinary cases in which the issue is between plaintiff and the defendants only. If that be so, the definition of the rule given by Lord *Manners*, in *Gaskill* v. *Durdin* (2 Ball. & Bea. 170), would still remain good, and is perhaps as satisfactory as any other to be found in the books—viz. that a person dealing with property after bill filed, deals with it subject to such decree as might eventually be pronounced;—the effect of which would be to make the Courts more cautious than ever in dealing with the rights of co-defendants *inter se*.

The alleged *lis pendens* in the present case was prior to the passing of the 2 & 3 Vict. c. 11, by the 7th section of which it is enacted, that no *lis pendens* shall bind a purchaser or mortgagee without express notice, until the suit is registered as therein directed. But even if the transactions referred to had occurred subsequently to the time when the Act came into operation, the question would remain, whether the suit was a *lis pendens* between the co-defendants? According to the provisions of the 7th section, the registration is to be against "the person whose estate is intended to be affected." A decree in favour of the plaintiff, against several defendants, may not only affect their respective estates, as between them and the plaintiff, but may sometimes by the decree itself affect their estates *inter se*. It still appears to be somewhat doubtful whether in such a case the words of the statute would not operate to affect the estate of a defendant with any charge created by the decree in favour of a co-defendant.

Trustee Act, 1850—Vesting Order.

Re Underwood, 5 W. R. 866.

This case removes a doubt which has been felt, whether the Trustee Act applies to the case of a *quasi* mortgage in the form of a mere trust to sell, and, after satisfaction of the debt, to pay over the surplus to the debtor.

Any mortgagee is within the general definition of a trustee. Great doubts, however, were entertained whether the provisions of the earlier Trustee Acts were intended to apply to such a case, and a crop of conflicting decisions and declaratory legislation was the result. In the existing Trustee Act, the word trust is so defined as to exclude the duties incident to an estate conveyed by way of mortgage, and no vesting order can be made in the event of a mortgagee's heir not being discoverable, except under the sections specially applicable to that case, which give jurisdiction to the Court only when the mortgagee shall have died without entering into possession, and the debt shall have been paid, or the consent of the creditor obtained to a reconveyance. In this case, the *quasi* mortgagee had entered into possession, and the vesting order, if made at all, could only be so made under the general clauses relating to trustees not being mortgagees. His Honour, however, held, that a security in the form above stated was not merely a security for money, but involved a trust for the mortgagor as to the surplus, and made the order accordingly.

Metropolitan and Provincial Law Association.

Friday, Oct. 9.

The members assembled this morning in the Mayor's Parlour, at the Town-hall, Mr. W. S. Cookson in the chair.

Mr. Edwin W. Field (of London) opened the day's proceedings by reading a paper entitled "Wisdom and Efficiency in the Methods of Procedure, and in the daily Workings of the Judiciary, the great need of Legal Reform, and the Paramount Service to which a Department of Justice should be addressed." They were, he said, in the city of method. Cotton twist in its materialities, he took it, was pretty much the same article as it was fifty years ago; but how changed during that time were the methods by which it was produced! The *modus operandi*, or procedure by which the objects of production of this city were created, was totally new, and the history of the marvellous changes in this mode was one of the most wonderful histories of the achievement of the human intellect which could be presented to their study. One principle had determined every one of the thousand changes of method which that history would detail. By a successful change, the cost of production of the new method had always been less, or the article produced had been better. The

whole course of change of method in this city had been scientific. It was impossible not to institute in their minds a comparison between the principles which had guided the development of method in Manchester with those principles (if there had ever been any) which had led to the various changes of legal procedure. He then referred to the great changes of the law in the last twenty-five years. The principal changes had been in the mode of procedure; and all these had been based on guesswork, and more or less modified by the desire to effect some job. Most of the changes had been schemed by those who immediately took good places under them. Having got a place, too often the next wish was to turn the place into a sinecure. After this followed abolition of the office, release to the holder from its nominal duties, and a good compensation annuity for life. In bankruptcy, for instance, there had been a constant ringing of changes and creation of sinecures, the history of which, since the establishment of the Court of Review, would be a farce except for the dull stupidity it would from first to last display. He spoke of the power now given to courts of common law to get rid of any teazing business by compulsory arbitration, as one of the most self-condemnatory and disgraceful powers with which courts could be invested—and of the public service Mr. Case, of Maidstone, had performed in bringing the charges of these arbitrators under taxation. His object, however, he said, was not to deal with the history of the legal changes, but to improve the occasion of being at the head-quarters of method. The principle which should determine all changes in procedure was resolvable into the word "economy." He then drew the following conclusions—that to the suitor and client, procedure, or the method of the law, is incalculably of more importance than the abstract rules of the law as to the private relations of man, such as the law of debtor and creditor. That procedure should be dealt with separately from jurisprudential changes; and reforms in it should not be made by the Legislature, but left to a ministerial body. He then proposed, as the two final questions, "How shall we secure that scientific observations on the working of the methods of the law shall continually take place, and that the changes in procedure shall be based on those observations? Courts and officers being all paid now by salary, and not by fees, how shall we secure that they are all kept to their work?" He then argued in favour of the collection of legal statistics by a department of justice, and an annual tabulation of the results, such as that of the Registrar-General of Births, Deaths, and Marriages, as the greatest of its duties. He believed the arbitrary and compelled division between the two branches of the profession, the solicitors and the bar, would not be long allowed to exist. He suggested various improvements which would be advisable in the Chancery law and the present system of bankruptcy administration. He pointed ont in detail many antagonisms in point of principle existing between one set of courts and another; and also in the same court; and insisted that it was only by such unintermitted statistical inquiries and annual reports and tabulations, that the inconsistencies at present existing would come under the attention of the Minister of Justice and the public, and all the conflicts of procedure be brought to a scientific conclusion. The point started by Hudibras would be settled in a more serious sense than the satirist intended, for it was of the first importance to the science of procedure that we should be able to pronounce unerringly on the question

> "Whether by common law, or civil,
> A man goes sooner to the devil."

As an instance of the internal conflicts in the theory of procedure adopted in court, Mr. Field referred to the rules so carefully introduced of late in all the Chancery changes, whereby the poorer suitor's affairs are conducted on a speedier plan than those of the richer. He said the Courts had entirely reversed the order of the railways, and required the poor to go by express, and the rich it was who had to travel by the parliamentary train, and to stop at every station, and long enough too. He referred to the want of personal superintendence by the judge of work in the Chancery Chambers, and said that the body of solicitors had from the first been unanimous in protesting against so much of the late changes as did not secure such personal superintendence; and that he believed matters would continue to grow worse, and the curses people bestow upon the Court of Chancery would grow deeper until the judge spent at least three days a week in chambers. Let the solicitors try to guide the public mind to the true point to which the appointment of a Minister of Justice should be addressed. Parliament was sure to overvalue the comparative importance of duties which bore on matters under the eye of the two Houses. The imperfections of Acts of Parliament were nothing compared to a thorough system of procedure carried out by an efficient and well-worked judiciary. Full work was essential to well work; and to effect this thoroughly, little else was wanted than certainty and publicity as to all the facts of the judiciary, both its machinery and its methods. This must be effected *dehors* the judiciary itself, and was by far the greatest public service that could be rendered by a department of justice; and in the construction of such a department its adaptation to render this service was the first thing that a statesman should consider.

In the temporary absence of Mr. Lowndes, of Liverpool, who was down on the list to read the next paper, the meeting proceeded to the discussion of the proposed rules for the management of the Benevolent Association for the relief of decayed attorneys, solicitors, and proctors, and of their widows and families.

Mr. Banner read over some of the rules, and it was ultimately agreed that rules 3, 12, and 13 be substantially the basis upon which the proposed benevolent society shall be formed; and that all the rules shall be referred to the consideration of the Managing Committee of the Metropolitan and Provincial Law Association, with power to adopt such measures as they may deem expedient for the formation of the society.

Mr. M. D. Lowndes, of Liverpool, then proceeded to read a paper, intitled "Gleanings from old English Writers," as to the status, professional and social, of the practising lawyer before the Commonwealth. Mr. Lowndes favoured the company with many curious legal traditions from the works of William Dugdale, Sir John Fortescue, Thomas of Walsingham, and other legal writers, respecting the inns of court, and the study of the law. There was no division of the business of the lawyer before the Commonwealth; but then, as now, a lawyer in good practice was overwhelmed with business, as was shown in Chaucer's description of the serjeant. During the reigns of the monarchs previous to the reign of James I. the serjeants basked in the sunshine of royalty. Mr. Lowndes read copious extracts to show the regulations then in existence for the management of the profession, and for the avoiding of the increase of members. He then referred to the state and grandeur in which the serjeants and counsellors lived in the Temple in Elizabeth's reign, and proceeded to notice the character of the lawyer given by the dramatists of those times, quoting Shakspeare, Ben Jonson, and Massinger. On a review of the early history of the law, he considered that the upper members of the profession availed themselves of the patronage of royalty to oppress the members of the profession to which those now assembled belonged. He thought the education of the attorney was now of a better class than formerly, though not now sufficient.

The Secretary then read a paper by Mr. J. O. Watson of Liverpool, "On the Rise and Progress of Attorneys and Solicitors as a professional Body." In the course of the paper, it was suggested that an earlier examination of articled clerks should be made than at present, and he would have the establishment of public lectures on law throughout the kingdom. The expenses might be met by fees on admission. He also suggested that the law prohibiting any solicitor from having more than two articled clerks should be abolished. The policy of the law ought to be to encourage the placing of young men with attorneys of the highest character. The most important consideration was that of costs, and it was impossible to imagine any system more discouraging to men of talent than the present. He thought the Scotch system much superior to ours. In every other profession skill and experience received a large reward, but it was the opposite in the profession of the law. According to the present system, an attorney received less remuneration for bringing a negotiation to an early and satisfory conclusion. He thought the present system of taxation of costs ought to be abolished, which pressed very unjustly upon the country practitioner. As a partial remedy—with respect to costs of conveyances, he was favourable to the Scotch system of costs, but doubted if it could be made applicable to England; but it suggested a system which was adopted in the courts of equity, that the costs should be in proportion to the amount of purchase-money. In respect to other business, the taxing-master should not be confined to a fixed scale. He suggested other alterations in the law as it at present affects bills of costs. The interests of attorney and client were intimately blended, and what tended to promote the interests of one would affect the interests of the other.

The Chairman read a paper by Mr. J. P. Aston, of Manchester, on "The Establishment of an Educational Qualification for Attorneys." The writer thought less had been done in this

respect in their profession than others. The only source to which attorneys could look for the elevation of their profession rested with themselves. The united efforts of the attorneys to accomplish this end was necessary. The law associations had done much, and had the power to confer greater benefits on the educational status of attorneys. Every law association should seek to establish a junior association connected with itself composed of articled clerks, and the admission should depend upon the production of a certificate that the applicant had received a certain amount of education. To create a desire to be admitted into the junior association some inducements would be necessary. The connection between the parent and junior associations should be made to be felt real, and not merely nominal. The having been a member of a junior association might be made a *primâ facie* recommendation for admission into the senior association.

Mr. Wells, of Hull, thought they ought to be careful, before taking articled clerks, to ascertain their antecedents, and that they had mixed in such society as would give them those principles of honour which were essential to members of their profession. He agreed with Mr. Watson, that there was no occasion for fixing a limit to the number of articled clerks. With respect to conveyances, he did not think the Scotch system could be attended with advantage in England. As to costs, he hoped there would be an alteration in the system which prevented an attorney engaged in a trial in town getting his costs. As to Mr. Aston's paper, he was glad to say the articled clerks in his town had formed an association for their own improvement; but if such a thing emanated from the profession it would be an incentive to emulation.

Mr. Lawrance, of London, thought all the papers which had emanated from provincial towns did credit to the writers. The education of the attorney was all important, and they ought to afford every opportunity for a large, liberal, and enlightened education, which is the surest mode of making a man become a valuable member of society. The best service they could render to the profession was for them to insist upon an improved education amongst those who were competing for admission into their profession. The interest of the client required beyond all question that the attorney should be highly educated, and the client would be the first to discover the ignorance of his attorney. They ought, therefore, to insist upon education, and the highest and most unblemished integrity.

Mr. Field said suggestions had been made to the Incorporated Law Society with regard to examination before articles, and legal education; but nothing had yet been done, and no answer had been sent to the communications sent; and if the Incorporated Society did not speak to the judges on the subject, they would.

The Chairman said the subject referred to had been under the consideration of the committee, who had reported to the Council, and the subject had been again referred to the committee, and they found it impossible to do all they desired. With regard to the education previous to articles, it could not be effected without legislative interference.

Mr. Allen, of Birmingham, said, some ten years ago a Law Student Society was formed, which had been of immense benefit to the profession there; and the Secretary to the Society, Mr. Johnson, had been appointed to the law professorship in Queen's College.

Mr. Field proposed a resolution again calling the attention of the Incorporated Law Society to the subject of examination before articles, and to the subject of education; and if the matter were not taken up, the Association would take steps to further the object.

Mr. S. Heelis seconded the motion, and it was adopted.

An adjournment for ten minutes then took place. Upon resuming business,

The Secretary read a paper, by Mr. C. M. Ingleby, of Birmingham, upon "The Evils of the present System of Bankruptcy Administration." The paper stated, that, 14 years ago, the system of working bankruptcies by a specially-constituted local administration was superseded by the establishment of the present district courts. The advantages which the framers of the Bill proposed to effect by the measure were the following:—1. Conducting the business by qualified public officers, whose experience would give their services an increasing value; 2. Holding meetings and keeping the accounts at certain large towns, where all interested persons might have readier access than at the places (possibly remote and inaccessible) where the bankruptcies might have occurred; 3. Keeping the records in public offices, where every one could apply for and obtain all desired information, to intrust the accounts to official assignees, to give publicity to the proceedings, and to supersede all local—and, possibly, interested—authority, uniformity of practice, &c. No object could be better; and faultless as the theory was, the practice had not been realised. Since the Act of 1849, there had been a progressive decline in the business of the court. The number of cases adjudicated upon in bankruptcy, upon an average of the ten years previous to the operation of the Act, was 1,443 per annum; but the number subsequent to its operation, on an average of the four years immediately succeeding that Act, was 786 per annum. The dividends under the old system were 64½ per cent, and the balance paid into court 8¾; while under the new system the dividends were 33¼, and the balance paid into court 3½. The monster evil of the present system seemed to be that the creditors had the least consideration. There was no doubt that the expensiveness of the court was a main cause of the business being so carefully kept out of it, and the first step towards making it suitable for its purpose was a thorough revision and reduction of all the charges to which an estate was subjected—official, professional, or otherwise The Bill introduced into the House of Lords by Lord Brougham entitled "An Act to amend the Laws relating to Bankruptcy," was practically an Act to perpetuate the evils of the present system. The writer considered it impossible that much improvement would take place in legislation on the subject unti Mr. Coode's method of consolidation was adopted.

The Secretary also read a paper upon Bankruptcy and Insolvency by Mr. T. Laidman, of Exeter. The paper was devoted principally to tracing the progress of the Acts for the relief of insolvent debtors, and showed the impolicy of the present law of imprisonment for debt, save as regarded fraud. The writer argued, that no man should be imprisoned for debt before the hearing of his case; but after the hearing, if found guilty of any of the offences named in the Act of Parliament, then he should be punished with imprisonment, according to the extent of the offence committed.

Mr. Hope Shaw said there had been a meeting of the Chamber of Commerce at Leeds on this important question. Mr. Bond had read a paper, and the value and importance of the assistance of the profession was recognised by the mercantile community, and their body were ready to render the community every assistance in their power. At the meeting alluded to it was thought desirable to unite the administration of the bankruptcy and insolvency laws under one jurisdiction. The county courts had been suggested, but it was thought the Bankruptcy Court was the proper one. Then it was considered if it was not desirable to abolish the office of official assignee, and it was thought desirable the office should be abolished. Mr. Bond further recommended that all cases whatever should go into court, but he was not prepared to see the advantage of that. Then a question was raised whether there should be an itinerant judge of appeal. To that he was not at present prepared to assent, as the authority of the court might be weakened, and an undue increase of appeals might take place.

Mr. Wells said there were only two questions creditors thought fit to discuss—the best mode of getting a proper division of the property at the least expense, and whether the debtor had acted in such a way as to merit punishment in a court. He thought the cheapest mode of winding up an estate was by a trust assignment, without an appeal to the Court of Bankruptcy. He did not seek to abolish the official assignee, but he did seek to abolish the extravagant mode in which he was paid. He ought to be more under the power of the solicitor to the estate than he now was, and not to be—as he now considered himself to be—a privileged person. He suggested other alterations which would enable an estate to be wound up as cheaply in bankruptcy as under a deed of assignment.

Mr. Heelis said there were two Bankruptcy Courts in Manchester, and instead of there being similarity of practice there was diversity. One would not stir except upon petition, and the other scouted petitions altogether, and would have affidavits. The messengers and official assignees started with this proposition in each case: "How much can we get out of this?" From the laziness which seemed to pervade the courts, all tended to show that the officials did as little as possible for their money, and at the same time sought to get as much as they could. The official assignees completely ignored their duties. He did not understand, that, in accordance with the principle of the bankruptcy law, it was requisite that there should be an accountant to investigate the accounts. The official assignees were the parties appointed to get rid of the accountants, according to his interpretation of the spirit of the Act. And then, irrespective of the dissimilarity of the practice of the two commissioners, it never could have been contemplated by the

Legislature that gentlemen should receive £1,800 a year for doing—what? There were two commissioners—one professed to sit on Monday, Tuesday, and Wednesday; and the other on Thursday, Friday, and Saturday. He had been so utterly disgusted, that he had not gone near the place for some time past; but when he was in the habit of going, if he went at eleven o'clock, the commissioner was not there; and if he went at twelve o'clock, the commissioner was just arriving. All the business of the court was appointed for that hour; there was such confusion consequently as ought not to exist in a court of justice, and the business was transacted in the most slovenly manner possible. He considered that any man of ordinary legal attainments could do all the business of the Manchester Bankruptcy Courts and make an easy week's work of it. The system was rotten altogether, and he did not believe that the proposed Bill would remedy the evils he complained of.

Mr. Ryland stated that the Birmingham Chamber of Commerce had prepared a Bill for the amendment of the bankruptcy law, which went further than Lord Brougham's Bill.

Mr. Lawrance said, after many years' practice, he was quite cognisant of the many grievous defects, not to say sins, of the present system. The great grievance in the administration of bankruptcy was the expense, and, as it was a State institution, the costs ought to be charged upon the Consolidated Fund, instead of upon the suitors. Another grievance was, the universal and indiscriminate appointment of a messenger, which gave rise to a considerable amount of plunder. Many of these messengers were receiving incomes of £1,400 or £1,500 a year, for discharging no other duty than putting somebody in possession at 3*s.* 6*d.* a day. This had been brought before the attention of the Chancellor, and even he had been stimulated into a rage at the very idea of the thing. This money came out of the pockets of the creditors; therefore, beyond inflicting upon an unfortunate man the monstrous nuisance of a man in possession, it was a grievous injustice to the creditors. They all knew that a very good butler would make a very good messenger; therefore, he would not give power to a commissioner, but the petitioning creditor should have power to determine if such an expense should be entailed. The broker to the court was a simple absurdity, and formerly no such officer existed. Their mode of doing business was atrocious. If the estate was to be administered for the protection of creditors, they ought to have a voice in the mode and time in which the property was to be protected. With all possible respect for vested rights, he could not conceive, while the vested rights of other persons were dealt with most unscrupulously, why such a broker or messenger should claim compensation for vested rights when those vested rights were—to use a mild term—vested wrongs. While speaking of official assignees, they must remember the jobbery and malversation which existed under the old system. He thought Lord Brougham was entitled to great credit for laying his axe to the root of the old system. He had brought his mind to the conclusion, that official assignees, as a body, were a useful body; they were under the immediate surveillance of the Court; they gave security; and they were generally ready to defer to the advice of solicitors, and he had not found that antagonism between them and solicitors which some had been so unfortunate as to find. He thought the suggestion that official assignees should be paid partly by salary and partly by fees was a good suggestion. As regarded the mode in which commissioners did their business, he thought with his friend Mr. Heelis that the work might be done thoroughly well by much fewer hands. He thought two good men well paid would do the work well in London. The more work a man had to do the better he would do it. Confidence had been shaken by the slovenly mode in which business had been done, the tone adopted in the court, and the inordinate time occupied by the commissioners in their vacation. This must be brought about by a pressure upon the commissioners, and giving them more work to do. He then alluded to the extravagant part of the system of accountants in bankruptcy; and then said he thought the Bankruptcy Courts were unpopular with the mercantile classes because those classes did not like undue interference with the management of their estates; creditors wished to administer their own estates in their own way. Assignments were all very well when there was no dishonesty on the part of creditors as well as on the part of the debtor. It was, therefore, necessary that a judicially constituted court should exist to meet these difficulties. He did not think it practicable to amalgamate the two businesses of bankruptcy and insolvency. The attempt in London had failed, the only result being that the commissioner got an extra £500 a year, and the insolvency business went away, but the increase of salary remained. With respect to the Registrars of the court, he could not find out what they did, and he could not understand how any gentleman of education could possibly exist under the infliction of so much idleness. He thought this was an expense that might be saved. A roving court of appeal had been suggested, but he thought that a great mistake. He thought there was a great deal of work to be done in this matter by the mercantile community, and a good deal of the reform necessary must be initiated by the Chambers of Commerce. He should be happy to co-operate with any mercantile men who took an interest in law reform in its wholesome sense.

Mr. Field argued in favour of official assignees being elected by creditors, and the present disgraceful system of patronage put an end to. He thought Mr. Lawrance was wrong in wishing to throw the expenses in the Bankruptcy Court upon the public at large.

The Chairman observed, that the discussion which had taken place had been the most interesting they had ever had. Five papers had now been read and discussed, out of a list of twelve, and it was time to adjourn.

An adjournment then took place until ten o'clock on Saturday morning.

Saturday, Oct. 10.

The third meeting of members was held on Saturday morning at the Town Hall; Mr. W. S. Cookson again presiding.—The attendance was very small.

The first paper was read by Mr. T. H. Devonshire (London), on "The Statute Law Commission andS tatute-making." Mr. Devonshire gave a clever sketch of the history of his subjects, his conclusions being—1. That a complete classified index of all existing statute law should be made; 2. That every future statute should be so framed as to contain within itself a reference to all the existing statute law on the same subject; 3. That a sessional index or register be kept of every future statute, classified according to its subject-matter; 4. That the work of consolidation should follow upon and flow out of an improved system of statute making, rather than take precedence of any matured plan, or be attempted before all requisite materials are adequately arranged and digested.

Mr. T. Kennedy (London) gave a sketch of a paper he had prepared, on "The Jurisdiction and Practice of the Court of Chancery;" it being understood that the paper would be printed in the Association's proceedings.

Mr. Field thought the occasion ought not to pass without expressing their sense of obligation to Mr. Kennedy, not only for the paper which he had contributed, but for the attention which he had always devoted to the subject. The time was come when a more popular history of the Court of Chancery than we now had might be written; and there were men present in that room, than whom none in the kingdom were more able to produce such a work.

Mr. J. M. Clabon (London) read his paper on "The Insufficiency of Existing Laws to prevent Corrupt Practices at Elections." Bribery and treating (he said) dated from the beginning of the 17th century. Prior to the Rebellion, the acceptance of a seat was considered a burden, or at least a duty. But a change soon occurred; and when the Stuarts had fallen, a seat became a prize to be fought for. As a natural consequence, bribery and treating were resorted to; and in 1695 the first Act against those crimes was passed. From time to time Parliament had set to work with apparent zeal to get at a remedy; Acts had been followed by Acts to amend Acts; and Parliament had done everything but the one thing needful. Bribery and treating would never be prevented until every member was compelled to make a clean breast of it, as to the past, the present, and the future, in the presence of his peers. "The past" must include all relating to the previous session; and the declaration must be bold, sweeping, honest (Applause). The changes made by the Corrupt Practices Act, 1854, were five in number—the creation of the offence of "undue influence;" perpetual disqualification of guilty persons from voting; agents for election expenses; the election auditor; and the permission given to persons employed about the election to vote. This last provision was a serious evil, and a great prevention to purity of election. It was said, that the small comparative number of petitions after the last general election proved the good effect of the new Act. But candidates presented themselves then under a fear that was not real—the Act was to them a bugbear. But now that it had been proved what the Act was, a candidate who intended to procure his election by any means, foul or fair, would not, and need not, be prevented by any fear of the Act. The election agent was to some extent a shield to the pure candidate; but his

existence and power would have no effect upon an impure one. The real remedy for corrupt practices was to operate upon the giver of a bribe, not upon its receiver.

Mr. Anderton (London) knew from his own experience that the Corrupt Practices Act was complete humbug; that it gave no advantage to the public, and very little security to the candidates. At the last election for the city of London, at which he was the auditor, the expenses of Lord John Russell were 3,222*l.* 9*s.* 8*d.*; but he had no power, as auditor, to disallow a single sixpence. He had no power of saying that too many messengers or too many clerks had been employed, or of inquiring whether any of the persons so employed were voters. The aggregate expenses of the four other candidates amounted only to 3,751*l.* 18*s.* 2*d.*

Mr. S. Heelis apprehended that a great deal of the difficulty would be removed if Parliament would only come to the consideration of the question of agency with something like common sense. In the case of the Bury petition, to which Mr. Clabon had alluded, the gentleman upon whom it was tried to fasten charges of bribery was a most active partisan, and had told him (Mr. Heelis) that he could not understand why the petition should have been lost upon the question of agency. A very slight alteration in the legislation upon this point would do immense good.

Mr. Leverson (London) believed the real difficulty might be got rid of if members of Parliament would agree to the declaration to which Mr. Clabon had referred.

Mr. Anderton stated that out of the whole amount expended by the five candidates at the city of London election, not £100 went into the hands of solicitors.

After some further conversation, the Chairman stated, that, in pursuance of the previous arrangement, no more papers could be read at the present meeting.

Upon the motion of Mr. Ball, seconded by Mr. Tree, it was resolved—

"That the papers which there has not been time to read at this meeting be referred to the Committee of Management of the Metropolitan and Provincial Law Association, to deal with as, on consultation with the respective writers, they shall deem expedient."

As the result of a conversation, it was agreed that any or all of the four unread papers might be discussed at the meeting at Bristol next year, if such should be considered necessary, when the arrangements for that meeting were being made; and Mr. T. P. Bunting said, that he should be no doubt able to mature his contribution "Observations on the Law of Mortmain," he having had very little time for its preparation.

Mr. Field proposed a vote of thanks to Sir James Watts, Mayor of Manchester, for the use of the Town Hall, and for his munificent hospitality to members of the Association; and it was carried by acclamation. Votes of thanks, similarly dealt with, were passed to Stephen Heelis, Esq., Mayor of Salford, for his kindness and hospitality; to the Manchester Law Association, and to Mr. F. Marriott, its Honorary Secretary; to Mr. Cookson, President of the Metropolitan and Provincial Association, for presiding at the meetings; and to Messrs. W. Shaen and C. J. Manning, Secretary and Assistant-Secretary of the last-named Association.

The proceedings terminated shortly before noon.

The annual dinner of the Manchester Law Association was given on Friday evening, in the large room of the Albion Hotel, Piccadilly. About 150 gentlemen sat down; the principal members of the Metropolitan and Provincial Law Association being present as guests.—Mr. James Crossley President of the Manchester Association presided. In giving the toast, "The Metropolitan and Provincial Law Association," the Chairman said, that the usefulness and value of that Association had been sufficiently proved by its ten years' existence, and by the innumerable advantages it had secured to the Profession during that period. It had established a bond of unity, a facility of co-operation, and an harmonious system of working, that never previously existed to any thing like the same extent. From the attention it had bestowed on legal and legislative changes, it had been of considerable service to the public generally. By bringing together the various knowledge and powers of different professional men throughout the kingdom, it had very considerably increased the influence, weight, and intelligence of all. But what he regarded as its greatest service, was the good understanding it had established between the provincial and the leading metropolitan solicitors. Speaking for himself, he could unhesitatingly say, that their intercourse with their metropolitan brethren, through the agency of the Association, had always been extremely gratifying and satisfactory. To those brethren the provincial solicitors were, and must be, indebted, for taking upon themselves, in a great measure, the active working of the Association; and they had always found their metropolitan friends large-minded, liberal, and disinterested; in no respect entertaining selfish or exclusive views—but gentlemen in whom the fullest and most entire confidence could be reposed. In no respect had the Association been more fortunate, and in none were the results likely to be more useful and valuable, than in the establishment of the annual "progresses;" which concentrated so agreeably the members of the various provincial societies, and others of the profession, and which gave rise to so many valuable suggestions, important views, and able discussions.

Mr. W. S. Cookson, President of the Metropolitan and Provincial Law Association, in responding, said, that whatever might have been the difficulties with which the Association might have had to contend, it was impossible now, after the countenance and support received last year in Liverpool, and this week in Manchester, to suppose that if the Association was true to itself it could possibly fail to accomplish the objects for which it had been formed, and which he believed it to be steadily, perseveringly, and honestly carrying out. For if integrity of purpose, unity of action, and a great object were sufficient to stimulate men to labour in a cause, assuredly the Association ought to succeed. They had, in the first place, to unite, for a common object, the whole body of their profession; and he wished that any words of his could convey his deep impression, that, if each would use, in his own sphere, the powers God had given him, a few years hence the Association would see that at this time it was but in its infancy, much as had been done; and that they were really united for great and noble objects for the benefit of the community whose servants the members of the Association were. The kind receptions of Liverpool and Manchester were the best encouragement of the members of that Association; for the provincial meetings had done very much to remove any feeling of jealousy between the different branches of the Profession in London and the provinces. No greater injury could be done to them, or through them to the public, than the creation of a feeling that there was, or was ground for, anything like jealousy or difference of interest.

Mr. E. Lawrance proposed "The Manchester Law Association." He impressed upon the young members, that on them not only the future of such Associations but the energy of the present depended; and that in no other Profession should it be more deeply engraved upon the hearts of all, that no victory was worthy of being won, which was not the result of the purest truth and the most simple honesty. Let them remember Lord Tenterden, one of the most honest and upright judges who ever adorned the English bench, and who attributed his success in life mainly to his strict adherence to truth. After alluding to the reception of the Metropolitan and Provincial Law Association in Liverpool and Manchester, Mr. Lawrance said that it must be highly gratifying to the members of that and the Manchester Association, that to the meetings here had been added increased lustre by the presidency of the gentleman who occupied the chair (Mr. Crossley). When they found the most unquestionable social qualities and the rarest erudition combined with the highest professional reputation—how gratifying it was to know, or to be reminded, that their laborious profession was not incompatible with the cultivation of the most extended knowledge and the most refined taste.

Mr. W. Beamont acknowledged the toast. He said that no man could really be so conscious of his own rectitude as to be indifferent to the good opinion of his fellow-men; and it was of equal importance with a society as with an individual, that it should receive the countenance of, and be appreciated by, those whose opinions were worthy of being heard. He regretted that law societies, and the Manchester Association especially, were not originated years before they were; for in that case, those ridiculous things which many of them could remember would not have existed so long. The Law Association of Manchester would recollect its name, and recollect also, that, connected with such a city, it had duties of no ordinary kind to perform. They must not let abuses creep into the law; to watch against them was one great object of the Association's existence. Nor must they for a moment allow themselves to suppose that society was made for lawyers, instead of lawyers being made for society. Let them never, while anxiously looking to discover where abuses had crept or might creep in, be guided by any selfish motive arising from the thought that lawyers were alone to be cared for in alterations or reforms. They must look to the community and its good—then their own

advantage was certain, as members of that community; they must work for the good of the common weal—then their reward was sure.

"The Incorporated Law Society" was proposed by Mr. HADFIELD, M.P., and responded to by Mr. J. H. SHAW. The Mayor of Manchester proposed "The Chairman."

In acknowledging the toast, Mr. CROSSLEY said, that it was twenty years ago, when, as the first President of the Manchester Law Association, he presided at its first annual dinner; at which time he certainly never expected to preside, for the society, over such a gathering as the present.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

It was mentioned recently that the office of sheriff substitute at Cupar-Fife had become vacant by the death of Mr. Grant. The office has been filled up by the translation of Mr. Taylor from Tain; and Mr. Smith, an advocate of a few years' standing, has been appointed to Tain. The only other legal news of any interest arises out of a conviction in a recent smuggling case in Leith, where, under the 236th sect. of the 16 & 17 Vict. c. 107, seven seamen were charged with having been found on board a vessel in which some contraband tobacco was concealed; and, the charge having been proved, were sentenced each to pay a penalty of £100, or, in default of payment, to suffer imprisonment during her Majesty's pleasure. There was no allegation or proof that the men were aware of the tobacco being on board; and it is stated that the solicitor of the Customs from London, who conducted the case, had admitted that passengers might be included in the charge (as, indeed, is very evident from the terms of the statute, although he explained that the Commissioners of the Customs, in the exercise of a sound discretion, only selected that portion of the crew of a vessel in the locality of whose sleeping-place the tobacco might chance to be found. The Leith public, however, not having unlimited confidence in the discretion of the Commissioners of Customs, and being rather startled at the magnitude of the power vested in them, have stirred very actively in the matter; and at a meeting held on the 13th inst., upon the requisition of many influential merchants, and presided over by the Lord Provost, adopted important resolutions, having for their object the repeal of the offensive statute. The proceedings of the meeting were conducted with unusual good taste, every speaker taking care to point out that the prosecutor and the judges had only performed a plain duty, and that in a manner which could not be excepted to; and that, therefore, the only constitutional mode of dealing with the grievance was, to take measures to obtain the repeal of the statute. It was stated, that the whole revenue derived by Government from the duty on tobacco was under £100,000; and it was strongly urged that it would be better to abandon it altogether than to collect it under statutes which could be made engines for the perpetration of the most gross injustice.

Review.

The Laws relating to Burials: with Notes, Forms, and Practical Instructions. By T. BAKER, Esq., of the Inner Temple, Barrister-at-Law. Second Edition. Maxwell. 1857.

With regard to the three great crises of a man's life, the parental anxiety of the State has been hitherto unequally manifested. Little or no interference has been exercised as to the manner of his birth; while sedulous care has long been taken that he shall enter decorously into matrimony; and, but of late years only, to guard against his earthly remains proving unpleasant to the survivors. The Registration Office, indeed, is a link common to the three events; but it is in reference to social economy, rather than statistics, that we are speaking. It is, then, only recently that the interment of our dead has been regulated by any general law. Before the Metropolitan Interments Act, 1850 (13 & 14 Vict. c. 52), the state of parochial graveyards, both in the metropolis itself and elsewhere, was abandoned, in most instances, to the discretion or cupidity of the incumbent and his sexton: and, as population increased, the evils resulting from this state of things became, year by year, more appalling; and excited the vigorous efforts of the most enlightened of our sanitary reformers. It is true that cemeteries—modern inventions compared to church graveyards—have been usually regulated by special Acts of Parliament passed at the time of their several formations; and by 10 & 11 Vict. c. 65, certain provisions usually contained in such Acts were consolidated, so as to avoid the necessity of repeating them in reference to each undertaking of this description. But these statutory provisions were quite insufficient for the occasion; and the 13 & 14 Vict. c. 52, also, being found defective, was superseded by the 15 & 16 Vict. c. 85—"the foundation," as Mr. Baker remarks, "of the present law for the establishment and regulation of burial grounds throughout the country." By this statute several important canons were for the first time established on a firm basis—as, for example, that old burial grounds may be closed by Order in Council; and that the approval of the Home Secretaries is a condition precedent to the opening of fresh ones. This Act, it is true, had reference only to the metropolis; but many of its provisions (including these cardinal ones) were, by 16 & 17 Vict. c. 134, made applicable to all the different parishes in England and Wales. These two Acts, therefore, require to be carefully collated before any clear conception can be arrived at as to the present law on the subject of interment, whether in the metropolis or elsewhere: and the later provisions upon the same general subject, contained in the 17 & 18 Vict. c. 87, the 18 & 19 Vict. c. 128, and the 20 & 21 Vict. cc. 35, 81—referring, as they do, some of them to the metropolis alone, others to the metropolis in common with parishes placed without its limits, and others to parishes so situated to the exclusion of the metropolis—form altogether an *olla podrida* of the true relish, perhaps, for such legal epicures as ourselves and our readers, but somewhat too strong for the stomach of those of the laity who, as members of "burial boards" or in other capacities, are compelled to master their complexities. To Mr. Baker such persons owe a debt of much gratitude; for he has done for them what their representatives in the Legislature have been too lazy to attempt—viz. "to render clear the present state of the law at one view, under separate heads," by printing those sections of the 15 & 16 Vict. c. 85, which laid the foundations of the general enactments, and adding in each division of the subject such amendments made by subsequent statutes as affect or alter the original provisions. In fact, that part of Mr. Baker's book which does not consist merely of the text of the existing Acts bearing on his subject, printed in their chronological order—that is to say, the first eighty pages or thereabouts of the volume—form a draft from which a very neat "Burial Law Consolidation Act" could be formed with little trouble. We make a present of the suggestion to any unoccupied and ambitious member of Parliament; and he may make good use of it during the ensuing session, on the "off nights" not taken up with India. Alas! the subjects have a terrible connection just at present.

The general features, however, of this interment system, elaborated with such pains in the cluster of Acts to which we have referred, are easily mastered. And the subject naturally divides itself into those provisions which affect burial places already existing, and those which have reference to the formation of fresh ones. As to the first, then, authority is given to the Crown in Council to order, that, within a specified period, no further interments shall take place in any burial ground or place of burial mentioned in the order, in any city or town throughout England or Wales—on its being represented by the Home Secretary (with reference to the burial ground or place in question) that such course is expedient for the protection of the public health. And, further, that Orders in Council may also issue, on a similar representation, for the repair of vaults and graves by the churchwardens or others at the expense of the parish, if they have been suffered to remain in a dangerous condition, or so as to be injurious to the public health. And it may be remarked, that, to bury in disobedience to such order of discontinuance, is, by one Act (16 & 17 Vict. c. 134, s. 3), made a misdemeanor; and, by another (18 & 19 Vict. c. 128, s. 2), is visited with a pecuniary penalty, recoverable before two justices of the peace—a jumble of remedies which has not escaped the lynx eye of Mr. Baker; who consoles himself, however, by presuming, "that, though there may be a choice of punishment, both would not be enforced" (p. 18, n. *b*). Such being the way to get rid of those burying places which have given evidence of their being entitled to repose, let us next briefly describe the machinery for procuring and regulating their successors. For this purpose, the Acts proceed to manufacture "a Board"—that singular creation of modern times, without whose ministration so many of our municipal and social enterprises would speedily come to a standstill. In any parish, then, a "Burial Board," consisting of not less than three, or more than nine, ratepayers, may be appointed by the vestry at a meeting convened for that purpose; and this corporation, for so the Board

is constituted (after appointing clerks, officers, and servants, at "reasonable salaries"), is to purchase the needful new burial ground wherever they can meet with a favourable site, either within or without the parish. But no such ground may be opened within one hundred yards of any dwelling-house without the written consent of the owner and occupier. If the bishop of the diocese will not consecrate the site so acquired, the Acts give an appeal to the archbishop of the province; and, when consecrated, it is to be the burial ground of the parish, in which all parties are to have the same rights as in the old ground. To the Burial Board, moreover, is intrusted the general management of all these parish cemeteries. They are to fix (with the approbation of the Home Secretary) the fees to be taken on interments; they are to sell rights of burial in vaults, and of erecting monuments; and are, to a certain extent, to take the place with regard to the new burial ground, that the incumbent occupies with regard to his churchyard. On the other hand, the Board itself is placed under the wholesome supervision of the Secretary of State; who has power from time to time to issue such regulations both in relation to the burial grounds themselves and to the places for the reception of bodies previously to interment, as to him may seem proper for the protection and maintenance of the public health and decency; and may ascertain that such regulations are effectively complied with, through the medium of an Inspector appointed for that purpose.

We have already said that we consider this book a useful one in its conception. We add, with pleasure, that it also seems to us—so far as it goes—to be well executed. We are obliged thus to qualify our commendation, because, though the subject is not one which admits of the disclosure of any profound stores of learning, and still less of any scintillations of genius, yet, had the researches "of Southwood, Smith, Walker, Chadwick, and others," of whose "enlightened efforts" Mr. Baker speaks in his Introduction, been carefully ransacked, we suspect they would have furnished some results and tables, which might advantageously have enriched the present volume. As it is, Mr. Baker's own contribution to its contents bears a very slender proportion to that afforded by the statute book itself.

Births, Marriages, and Deaths.

BIRTHS.

AVIS—On Oct. 10, at 314 High Holborn, Hannah, wife of Mr. Henry Avis, of 25 Lincoln's-inn-fields, Solicitor, of a daughter.

JENNER—On Oct. 7, at Hartley Wintney, the wife of Arthur R. Jenner, Barrister-at-Law, of a daughter.

WOOD—On Oct. 10, at Linden-lodge, Wimbledon-park-road, Wandsworth, the wife of Charles W. Wood, Esq., Barrister-at-Law, of a son.

MARRIAGES.

CHARLESWORTH—BEDDOME—On Oct. 13, at Clapham Church, by the Lord Bishop of Ripon, the Rev. Samuel Charlesworth, Rector of Limpsfield, Surrey, to Maria Amelia, the eldest daughter of Richard Boswell Beddome, Esq., of Clapham-common.

JAQUET—COX—On Oct. 10, at St. George's, Bloomsbury, William Jaquet, Esq., of Clifford's-inn, Solicitor, to Harriette, daughter of the late William Charles Cox, Esq., of Taunton.

LEWIS—MORRIS—On Oct. 8, at the parish church, Camberwell, by the Rev. H. S. Kelsall, Incumbent of Holy Trinity, Barnstaple, Thomas S. Lewis, Esq., of Wilmington-square, to Annie, eldest daughter of S. B. Morris, Esq., of Aldermanbury.

DEATHS.

BROPHY—On Oct. 14, at 18 Queen-square, St. James's-park, Sarah Anne, the beloved wife of Peter Brophy, Esq., and second daughter of the late John Humffreys Parry, Esq., Barrister-at-Law.

HIBBIT—On Oct. 7, Caroline, wife of Henry Hibbit, Esq., of 17 Adelaide-road North, St. John's-wood, aged 31.

MILNE—On Oct. 11, at Bognor, Sussex, Anna Maria, wife of Charles Milne, of Spring-grove, Hounslow, and of the Inner Temple, London, Esq.

ROGERS—On Oct. 10, Ann, the wife of Thomas Rogers, Esq., Solicitor, New Grove-house, Bow-road, and 70 Fenchurch-street, City.

SMITH—On Sept. 8, Robert Smith, of Regent's-park-terrace, and Furnival's-inn, Solicitor, aged 37.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BRIDGES, Rev. CHARLES, of Old Newton, Suffolk, Rev. EDMUND HOLLOND, of Benhall-lodge, Suffolk, WILLIAM LONG, Esq., of Hurst-hall, Suffolk, and JAMES MORGAN STRACHAN, Esq., of Teddington-grove, Middlesex, £120 : 18 : 2 Consols.—Claimed by CHARLES BRIDGES, EDMUND HOLLOND, WILLIAM LONG, and JAMES MORGAN STRACHAN.

CLARKE, Rev. Archdeacon UNWIN, of Coddington, Chester, £31 : 15 : 3 Consols.—Claimed by JOHN JAMES UNWIN CLARKE, the sole executor.

COLEMAN, HENRY JOHN, Gent., Pontefract, Yorkshire, and JONAS GREGORY, Gent., of Clement's-inn, £286 : 10 Consols.—Claimed by HENRY JOHN COLEMAN and JONAS GREGORY.

CUFF, HARRIET, Widow, Half Moon-st., £103 : 9 : 11 Reduced.—Claimed by CHRISTOPHER CUFF, the administrator.

FREEMAN, JOHN, Esq., of Gaines, Herefordshire, £700 Consols.—Claimed by JOHN FREEMAN.

HOVENDEN, VALENTINE FOWLER, and ROBERT MEYRICK HOVENDEN, Esq., of Gloucester-pl., Middlesex, and JOHN DE COURCY DASHWOOD, Lieut. R.N., of Torquay, Devon, £41 : 9 Consols.—Claimed by VALENTINE FOWLER HOVENDEN, ROBERT MEYRICK HOVENDEN, and JOHN DE COURCY DASHWOOD.

MONTRESOR, FREDERICK BYNG, Esq., of Ospringe, Kent, £100 Reduced.—Claimed by FREDERICK BYNG MONTRESOR.

TIBBITS, CHARLES, Esq., of Barton Seagrave, Northamptonshire, and FRANCIS HURT, Esq., of Alderwasby, Derbyshire, £1,000 Reduced.—Claimed by FRANCIS HURT, sole executor of FRANCIS HURT, who was the survivor.

Money Market.

CITY, FRIDAY EVENING.

The directors of the Bank made a further advance on Monday of one per Cent. in their rate for discount, which now stands at 7 per Cent. The pressure for money has been very great all the week. It seemed to increase rather than diminish after the above-mentioned advance, under the expectation probably that there would be a still further rise. This expectation, if it existed, has not been realised, and the demand for money, though still active, is less extensive. The arrivals of specie from Australia during the week have been large. The amount reported by the Red Jacket, the King Philip, and the Royal Charter, is about £784,000. The mail steamer which left Southampton for the Cape on Tuesday, took out £105,000 in gold. The fluctuations in the English Funds have daily been very considerable. The lowest quotation of Consols was 86½ per Cent. on Tuesday. The closing price this afternoon is 88⅜ to 88½ per Cent. showing a fall of about one per Cent. since this day week.

Further intelligence from the United States is expected with great anxiety. From that quarter will probably come an impulse for better or worse, which will be felt, not only in England, but throughout Europe.

From the Bank of England return for the week ending the 10th October, 1857, which we give below, it appears that the amount of notes in circulation is £19,990,110, being an increase of £42,835; and the stock of bullion in both departments is £10,109,943, showing a decrease of £552,749 when compared with the previous return. It should be observed, that the reserve of notes in the banking department of the Bank stands in the same account at £4,024,400, having suffered a reduction during the week of £581,640.

The past week has been a time of extraordinary excitement and anxiety. It is, however, satisfactory to be enabled to remark, that the aspect of affairs has been more favourable during the last three days than during the previous part of the week. On Saturday intelligence from America showed that the panic and embarrassment in that country had increased in a degree which must produce continued and ruinous depression in the value of stocks and shares, and almost all property The banks of Philadelphia, Rhode Island, Baltimore, and Washington had been obliged to suspend payment. Manufacturers were working short time, and discharging hands. A partial or total suspension of labour was taking place in the woollen and cotton manufacturing establishments of New England. The list of commercial failures contained a multitude of establishments, and the rate of discount obtained on the best bills ranged from 20 to 30 per cent.

An immense amount of commercial remittances is due to English houses, which is accumulating every week. It is estimated that the total of United States securities in stocks and railways held in this country is from £80,000,000 to £100,000,000 sterling, and it is confidently stated that purchases of American stocks by English capitalists continue on a large scale. Many of these stocks and railways are liable to calls already made, the effect of which is to require payments from the holders. Moreover, the opportunity of sharing in the immense profits made by discounting bills inclines men who have ready money here to send it across the Atlantic. Accordingly, in place of our receiving a million sterling from the United States, it was reported that £400,000 was being sent to New York and Boston in the present week; but this report has been modified, and a much smaller amount named. In addition to these drains and disappointments on the side of America, the pressure for money on behalf of the East Indies is heavy. The Bank of Bengal refuses to make advances on Government bills except at very short date; and it has been stated that the East India Company are again seeking, but unsuccessfully, to borrow of the Bank of England, but this report is contradicted. On the continent of Europe generally, and particularly in Hamburg, where the

rate of discount has advanced to 9 per cent, and in Holland and Germany, the value of money is rising, and universal pressure prevails.

Under these circumstances, the advance on Monday, by the Bank of England, of its rate for discount, was inevitable. But although it caused an immense sensation, and although the probability of a further advance caused an almost unprecedented demand for discounts, a feeling was exhibited that the external shocks sustained by our finance will not destroy confidence, nor interrupt the general welfare of the country. Failures have been numerous, and some of them heavy, both on the Stock Exchange and in the manufacturing districts. The liabilities of firms at Glasgow, whose suspension has been announced, are alleged to amount to an aggregate of £1,500,000. It is natural to look back and call to mind the state of affairs ten years ago this present month. There is not now as then any break-up of a vast system of unsuccessful speculation; on the contrary, our trade and manufactures are believed to be in a healthful state. There is now an absence of all panic. Persons who have capital lend freely; at high rates of course. The payment of dividends at the Bank commenced on Wednesday.

The unfavourable nature of the late returns of the Bank of France exceeds the expectations entertained on this side. The harvest in France proved to be of surpassing productiveness, and yet the exportation of grain continues prohibited—not, it is said, from any anticipation of want, but to enable certain contracts to be conveniently fulfilled. If the people of France were permitted to export their surplus grain, some return of specie would probably ensue; whereas, under prohibitory regulations, the supply of bullion is so short that £37,960 has been expended in the last four weeks in premiums on purchase of gold and silver; notwithstanding which, the cash in hand at the head office and in the branches has decreased in the same time no less than £896,000, and stands at £9,022,600. The directors have now raised their rate of discount to 6½ per cent. The rate since June last has been 5½ per cent. In the interval the decrease in their stock of bullion has amounted to £2,400,000. The consequence of continuing the lower rate we find has been an increase of above a million under the head of commercial bills discounted, and also a large augmentation in bank notes issued to order, which augmented issue enables the Bank to grant this additional accommodation in discounting bills of exchange. These circumstances indicate the presence of speculative and dangerous operations in the monetary system of France. We hope it may pass away without any great pecuniary commotion. The public funds have not experienced any great depression. Trade is reported to be sound and active, both in Paris and in the provinces. The price of wheat and flour is gradually declining. A considerable fall has taken place in the price of silk, and it continues to go down; and as the recent favourable reports of the vintage are fully confirmed, the price of wine may also be expected to decline.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	219 17	213¼ xd	211½ 13	213	211	213
3 per Cent. Red. Ann.	...	87⅞ x d	86⅝ ⅝	86⅝ 6⅞	87 6⅞ 7	87⅛
3 per Cent. Cons. Ann.	89⅛ ⅛	87⅛ ⅛	86⅝ 7⅝	87⅛ ⅛	88⅛ 7⅛	88⅛
New 3 per Cent. Ann.	...	87⅛ 6⅝	86⅝ ⅝	87⅛ 6⅞	87⅛	87⅛
New 3½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2 x d	...	2	2 1-16
Do. 30 years (exp. Oct. 10, 1859)	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	17⅛	17⅛	...	17 15-16	17 5-16
India Stock	...	211	210	208½	...	209
India Bonds (£1,000)	23s. dis.	...	...	...	29s. dis.	...
Do. (under £1,000)	...	...	...	...	...	30s. dis.
Exch. Bills (£1,000) Mar.	4s. dis.	15s. dis.	7s. dis	5s. dis.	10s. dis.	5s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	4s. dis.	6s. dis.	...	...	10s. dis.	...
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	3s. dis.	12s. dis	...	4s. dis.	10s. dis.	5s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	98¼	...	...
Exch. Bonds, 1859, 3½ per Cent.	98¼	98⅝ 8	98¼	...	98	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	4½
Law Life	63
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	...	...	84
Caledonian	84 3½ 4	83½ 2⅝	80½	80½ 78	79½ ½ 7⅝	78½ 79
Chester and Holyhead	33 2⅝	...	30	...	...	...
East Anglian	...	18⅛	18⅛	...	...	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	90½	90	...	89	90	...
Edinburgh and Glasgow	64	...	...	...	63½	...
Edin., Perth, & Dundee	21½	...	27⅛ x d	27⅛ ⅛	...	27⅛ x d
Glasgow & South Western	...	...	...	...	...	...
Great Northern	95 4⅛ ⅝	93½	93 2	93½ ½	93⅛ 4	94 6 5
Gt. South & West. (Ire.)	...	96½ 7	...	...	...	...
Great Western	52⅝ 3	52⅝ ⅛ ⅝	52⅛ ⅛	52⅝ ⅛ 3	52⅛ ⅛	51⅝ 2⅛
Lancashire & Yorkshire	93⅛ 3	92⅛ ⅝	91⅛	92⅝ ⅛	92⅝	92⅛ ⅝
Lon., Brighton, & S. Coast	...	100 1⅛	100	101	101	101⅛ 2
London & North Western	95½ 4⅛	94⅞ ⅛	93⅛ 4⅛	95½ 4⅛	95½ 6⅛	95½ 6
London and S. Western	88⅛	88⅛ 8	88 7⅛ ⅝	88⅛ ⅛	...	88⅜ 9⅛
Man., Shef., and Lincoln	38⅝ 9⅛	38⅝	37 8	38	37⅛ ⅛	39
Midland	80⅝ ⅛ ⅝	80⅛ 79½	79⅝	79⅛ 80	80⅛ 1⅛	81⅛ ⅛
Norfolk	...	...	...	...	...	60
North British	...	...	...	46	46⅛	46 7
North Eastern (Berwick)	90⅝ ⅛	90⅛	89⅛ 8⅛	89⅛	91⅛ 90⅛	91 1⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	30	30 29	28⅝	...	29	...
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	23	...	...	...	...
Shropshire Union	...	46	47 5	47½	...	48
South-Eastern	64⅛ ⅝	64	62⅝	62 1⅛	62⅝	62⅛
South-Wales	...	82⅛ 2 3	...	...	...	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 10TH DAY OF OCTOBER, 1857.

Issue Department.

	£		£
Notes issued	24,014,510	Government Debt	11,015,100
		Other Securities	3,459,000
		Gold Coin and Bullion	9,539,510
		Silver Bullion	...
	£24,014,510		£24,014,510

Banking Department.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,560,607
Rest	3,959,288	Other Securities	22,398,877
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	8,502,326	Notes	4,024,400
		Gold and Silver Coin	570,433
Other Deposits	9,667,123		
Seven day & other Bills	872,580		
	£37,554,317		£37,554,317

Dated the 15th day of October, 1857. M. Marshall, Chief Cashier.

London Gazettes.

COMMISSIONER FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

Tuesday, *Oct.* 13, 1857.

Fisher, Frederick William, Gent., Doncaster.—*Whitehall, Aug.* 17.

Bankrupts.

Tuesday, *Oct.* 13, 1857.

ALLINGTON, John, Grocer, Market-pl., Norwich. *Pet.* Oct. 12. Oct. 28, at 1, and Nov. 24, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers.

BACK, Charles Edward, Grocer, 123 Tottenham-ct.-rd. *Pet.* Oct. 12. Oct. 22, at 11, and Nov. 26, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Millman, Danes'-inn, Strand.

BANES, Michael, Sewed Muslin Warehouseman, Watling-st. *Pet.* Oct. 9. Oct. 27, at 12.30, and Nov. 24, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Murray, 11 London-st., Fenchurch-st.

BENNETT, Herbert, Draper, Chester. *Pet.* Oct. 2. Oct. 29 and Nov. 19, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Cobbett & Wheeler, Brown-st., Manchester.

BOOTH, John Stocks, Pianoforte-dealer, Sheffield. *Pet.* Oct. 9. Oct. 24 and Nov. 21, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Fernell, Sheffield.

BRACHER, Frederick, Tailor, 23 Old Jewry. *Pet.* Oct. 8. Oct. 27, at 2, and Nov. 24, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* West, 3 Charlotte-row, Mansion-house.

FISHER, William, Butcher, Kilburn, Middlesex. *Pet.* Oct. 10. Oct. 22'

at 2, and Nov. 12, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Smith & Son, Barnard's-inn.

FOULD, CHARLES (Fould & Co.), Merchant Shipper, 3 Cannon-st. *Pet.* Oct. 5. Oct. 31 and Nov. 27, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Depree & Austin, 23 Lawrance-la., Cheapside.

JOHNS, JAMES CHARLES, Commission Agent, 7 Duchess-st., Portland-pl., now a Prisoner for Debt in Whitecross-st. Prison. *Pet.* Oct 3. Oct. 28, at 12, and Nov. 24, at 12.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Oldershaw, 14 St. Swithin's-la.

LORD, WILLIAM, & THOMAS LUPTON, Cottonspinners, Shawforth, near Rochdale, Lancashire. *Pet.* Oct. 9. Oct. 26 and Nov. 16, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Holmes, Barnley; or Sale, Worthington, & Shipman, Manchester.

REES, JOHN ROGER, Grocer, Llanelly, Carmarthenshire. *Pet.* Oct. 5. Oct. 27, at 12, and Nov. 24, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Miller, Nicholas-st., Bristol.

SIMONITE, GRACE, Iron Plate-worker, Pope-st., Birmingham. *Pet.* Oct. 8. Oct. 28 and Nov. 11, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Southall & Nelson, Birmingham.

STARKEY, CHARLES, Dust Contractor, Brunswick-wharf, Agar-town, King's-cross. *Pet.* Oct. 5. Oct. 27, at 2.30, and Nov. 24, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Smith & Son, 6 Barnard's-inn.

WADE, JAMES (J. Wade & Co.), Papermaker, Postford Mills, Chilworth, near Guildford, Surrey. *Pet.* Oct. 10. Oct. 29, at 11, and Nov. 24, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Nicholson, 48 Lime-st., City.

FRIDAY, *Oct.* 16, 1857.

ANDREWARTHA, JAMES, Builder, 4 Forest-hill-ter., Kent. *Pet.* Oct. 9. Nov. 2, at 11, and Nov. 30, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Flux, 17 Ironmonger-la.

BACKHOUSE, THOMAS, Painter, Leeds. *Pet.* Oct. 13. Oct. 30 and Nov. 27, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Bond & Barwick, Leeds.

BLACKHURST, JAMES, Attorney-at-Law and Money Scrivener, Liverpool. *Pet.* Oct. 15. Nov. 4 and Dec. 2, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Cazenove. *Sol.* Myers, Preston.

BURY, THOMAS, Dyer, Salford, Lancashire. *Pet.* Oct. 13. Oct. 29 and Nov. 20, at 12.30; Manchester. *Off. Ass.* Hernaman. *Sol.* Churchill, 86 Cross-st., Manchester.

COPE, WILLIAM NATHAN STRR, Wholesale Tobacconist, 49 Wellington-st., Goswell-st., Middlesex, and Pelham-st., Nottingham. *Pet.* Oct. 13. Oct. 22 and Nov. 26, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* George and Downing, 35 King-st., Cheapside.

EMERY, SAMUEL, Roller of Metals, Victoria Rolling Mill, Aston-juxta-Birmingham, Warwickshire. *Pet.* Oct. 12. Oct. 29 and Nov. 19, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sol.* Smith, Birmingham.

HUXLEY, EDWARD, Surgical Bandage Maker, 8 Old Cavendish-st. *Pet.* Oct. 12. Oct. 31, at 1, and Nov. 28, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers.

MOSEDALE, JOSEPH, Engineer and Machinist, Coventry, Warwickshire. *Pet.* Oct. 14. Oct. 29 and Nov. 19, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Minster, Coventry; or Reece, Birmingham.

PALMER, RICHARD, Plumber, 20 St. James's-st., Brighton. *Pet.* Oct. 9. Oct. 26, at 1, and Nov. 24, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Cutler, 5 Bell-yd., Doctor's-commons.

REED, CHARLES, Draper, 176 Upper Whitecross-st. *Pet.* Oct. 6. Oct. 22, at 1, and Nov. 26, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Reed, Langford, & Marsden, Friday-st.

RUNDLE, JAMES THOMAS, & BICTON HULL RUNDLE, Linendrapers, Plymouth. *Pet.* Oct. 14. Oct. 29, at 1, and Dec. 3, at 10; Athenæum, Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sol.* Turner, Castle-st., Exeter.

STEEDMAN, JAMES, Pianoforte Manufacturer, 119 Albany-st., Regent's-pk. *Pet.* Oct. 15. Oct. 26 and Nov. 24, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Carpenter, 3 Elm-ct., Temple.

TAYLER, EDWIN MILES, Wine, Spirit, and Beer Merchant, Coal Exchange Vaults, Lower Thames-st. *Pet.* Oct. 14. Oct. 29 and Nov. 27, at 11; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Anderson, 10 Barge-yd. Chambers, Bucklersbury.

TAYLOR, JOHN, Manufacturer of Fancy Hosiery, Leicester. *Pet.* Oct. 10. Nov. 10 and 24, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Haxby, Leicester.

ZONCADA, CHARLES (Ch. Zoncada & Co.), Importer of Gilt Mouldings and General Merchant, 17 St. Mary-axe. *Pet.* Oct. 5. Oct. 28, at 2, and Nov. 27, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Bell, Cowdell, & Boyce, 21 Abchurch-lane, City.

MEETINGS.

TUESDAY, *Oct.* 13, 1857.

ARCHER, GEORGE, Corn and Seed Merchant, Gt. Clacton, near Colchester, Essex. Nov. 3, at 12; Basinghall-st. *Com.* Fonblanque. *Div.*

BEAN, JOHN, Coal Merchant, 2 New London-st., and 1 Albert-ter., Albert-rd., Sydenham-pk. Oct. 24, at 11; Basinghall-st. *Com.* Fane. *Last Ex.*

BEVAN, CHARLES STANLEY, & CHARLES SOUTHERN BEVAN (Charles Bevan & Son), Bookbinders and Printers, Street's-bldgs, Chapel-st., Grosvenor-sq. Nov. 3, at 1; Basinghall-st. *Com.* Holroyd. *Last Ex.*

GORE, THOMAS, Machine-maker, Manchester. Nov. 4, at 1; Manchester. *Com.* Jemmett. *Div.*

HAWKES, THOMAS, formerly of Dudley, Worcestershire, Glass Manufacturer; Liverpool, Merchant; Garston, Lancashire, Salt Manufacturer; and Paddington, Middlesex. Nov. 3, at 11; Basinghall-st. *Com.* Evans. *Div.*

JELLEY, FRANCIS, jun., Brewer and Seed Merchant, Stamford, Lincolnshire. Nov. 10, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Div.*

KEY, ROBERT EDWARD, Grocer, Thorney, Cambridgeshire. Nov. 3, at 11; Basinghall-st. *Com.* Evans. *Div.*

NAIRN, PHILIP, Miller and Corn Merchant, Waren Mills, near Belford, Northumberland. Nov. 6, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

OLLIVER, THOMAS, Livery-stable-keeper, Prestbury, near Cheltenham, Gloucestershire (whose last examination stands adjourned *sine die*). Nov. 16, at 11; Bristol. *Com.* Hill. *Last Ex.*

REAY, WILLIAM, Corn and Provision Dealer, 39 Worcester-st., Birmingham. Nov. 12, at 11.30; Birmingham. *Com.* Balguy. *Div.*

WAGSTAFF, GEORGE JAMES, Watchmaker, 54 Whitechapel-rd., Middlesex. Nov. 3, at 11; Basinghall-st. *Com.* Evans. *Div.*

WILLCOX, THOMAS PERCIVAL, & EDWIN WILLCOX (Thomas Willcox & Sons), Contractors, Bristol. Nov. 5, at 11; Bristol. *Com.* Hill. *Fur. Div.* joint est.

FRIDAY, *Oct.* 16, 1857.

DAVIES, PHILLIP, Grocer late of Tondee, Bridgend, Glamorganshire, now of Aberkenfig, near Tondee. Nov. 6, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

DENT, WILLIAM, Lead Merchant, 21 Newcastle-st., Strand. Nov. 6, at 11; Basinghall-st. *Com.* Evans. *Div.*

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. Nov. 10, at 11; Royal Arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Final Div.*

FAIRLAMB, CHRISTOPHER, Cheesemonger, Newcastle-upon-Tyne. Oct. 27, at 11; Royal Arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Oct. 9) *Last Ex.*

GARFORTH, ANTHONY, PAUL GARFORTH, & ENOCH GARFORTH (A. Garforth & Sons), Manufacturers, Earlsheaton, Yorkshire. Nov. 9, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Div.*

GREENWOOD, THOMAS, & SAMUEL KING, Builders, Cannon-st. and St. Aubyn-st., Devonport. Nov. 12, at 10; Athenæum, Plymouth. *Com.* Bere. *Div.* sep. est. of each bankrupt.

HUNT, WILLIAM EDWARD, Licensed Victualler, 82 and 83 Strand. Oct. 29, at 1; Basinghall-st. *Com.* Fonblanque. *Last Ex.*

INNES, JOHN, Merchant, St. Mildred's-ct. Nov. 6, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

JOHNSTON, ROBERT, & JAMES JERRAM PRATT (Johnston, Pratt & Co.) Merchants, lately trading in copartnership at 12 Billiter-sq. Oct. 29, at 11; Basinghall-st. *Com.* Fane. *Last Ex.*

KINDRED, FREDERICK, Miller, Framlingham, Suffolk. Nov. 6, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

KIRKBRIDE, ISAAC, & JOHN KIRKBRIDE, Stone and Marble Masons, Carlisle. Oct. 27, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By Adj.* from Oct 2) *Last Ex.*

KLUG, CHRISTIAN (Du Barry and Co.), Revalenta Arabica Importer, 127 New Bond-st. Nov. 6, at 11; Basinghall-st. *Com.* Evans. *Div.*

MASON, EDMUND LILLYCRAPP, Innkeeper and Brewer, Old Town-st, Plymouth. Nov. 12, at 10; Athenæum, Plymouth. *Com.* Bere. *Aud. Accs. and Prf. Debts.*

MATTHEWS, JOHN, jun., Marble Mason, Union-st., Plymouth, and Union-st., Stonehouse, Devon. Nov. 12, at 10; Athenæum, Plymouth. *Com.* Bere. *Aud. Accs. and Prf. Debts.*

PLATY, FRANGONLIS PANTELEON, Merchant, 15 Broad-st.-bldgs. Nov. 6, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

SEPHTON, THOMAS, Licensed Victualler and Watch Movement Manufacturer, Prescot, Lancashire. Nov. 6, at 11; Liverpool. *Com.* Stevenson. *Div.*

TORRING, RICHARD, Builder, 50 Cobourg-st., Plymouth. Nov. 12, at 10; Athenæum, Plymouth. *Com.* Bere. *Div.*

TOWAN, STEPHEN, Currier, 13 Buckwell-st., Plymouth. Nov. 12, at 10; Athenæum, Plymouth. *Com.* Bere. *Div.*

TRENT, WILLIAM, Hosier, 21 Royal-exchange. Nov. 3, at 2; Basinghall-st. *Com.* Holroyd. *Last Ex.*

DIVIDENDS.

TUESDAY, *Oct.* 13, 1857.

EDWARDS, THOMAS, China and Glass Dealer, 26 Eversholt-st., Oakley-sq., St. Pancras. First, 5*s.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

MONROE, WILLIAM HORACE, Pawnbroker, Boston, Lincolnshire. First, 1*s.* *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 to 3.

PAGE, ALFRED, Boot and Shoe Manufacturer, 31 Baker-st., Portman-sq. First, 2*s.* 6*d.* *Stansfeld*, 10 Basinghall-st; any Thursday, 11 to 2.

FRIDAY, *Oct.* 16, 1857.

BRYAN, ROBERT HOFF, Clock and Watch Maker, Lincoln. First, 6*s.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

CASSON, BENJAMIN, & HENRY CASSON, Tanners, Kingston-upon-Hull. Second, 2$\frac{3}{4}$*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

DANGERFIELD, JOHN, sen., Builder, Kirtley, Suffolk. First, 2*s.* 10*d.* *Lee*, 20 Aldermanbury; on Wednesday next, and three subsequent Wednesdays, 11 to 2.

GARNETT, HENRY, Stationer and News Agent, 34 and 35 Stroud-st., Dover. First, 2*s.* 6*d.* *Edwards*, Sambrook-ct., Basinghall-st.; Wednesday next, and three subsequent Wednesdays, 11 to 2.

KIDD, SAMUEL GEORGE, Seed Crusher, Kingston-upon-Hull. First, 3*s.* 8*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

M'KINNELL, & SMITH, Waterproofers, Liverpool and Huyton Quarry, Lancashire. Second, 10*d.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

NEAVE, WINTER, Miller, Market Rasen and Sheffield. First, 11$\frac{1}{4}$*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

OLIVER, ANN, Draper, Walkington, near Beverley. First, 4$\frac{1}{4}$*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

OSTLER, JOHN, Merchant, Kingston-upon-Hull. Second, $\frac{3}{4}\frac{7}{4}$*d.* *Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 to 2.

SMITH, EDWARD, Baker, Isleworth. Second, 2*s.* 8*d.*, and 7*s.* 2*d.* on new proofs. *Edwards*, 1 Sambrook-ct., Basinghall-st.; Wednesday next, and three subsequent Wednesdays, 11 to 2.

SPLATT, SAGAR HOLDEN, Ship Chandler, Liverpool. First, 5*s.* *Turner* 53 South John-st., Liverpool; any Wednesday, 11 to 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Oct.* 13, 1857.

BANCKS, CHRISTOPHER, Ship-chandler, Liverpool. Nov. 3, at 11; Liverpool.

DALTON, SAMUEL, DANIEL DALTON, & ALFRED DALTON, Ironmasters, Chester; trading at Leeswood, Mold, Flintshire, as "The Leeswood Iron Company." Nov. 4, at 11; Liverpool.

DANCE, JOHN, & HENRY WANE, Grocers, Fairford, Gloucestershire. On application of John Dance. Nov. 9, at 11; Bristol.

ELDRIDGE, THOMAS, Coach-maker, 27 Upper North-pl., Gray's-inn-rd., and 21 Brownlow-mews, Guildford-st. Nov. 3, at 2.30; Basinghall-st.

Fox, George, Fret-cutter and Moulding-maker, 18 Wells-mews, Wells-st., Oxford-st. Nov. 4, at 2.30; Basinghall-st.

Holmes, Thomas, Bookseller, 76 St. Paul's-churchyd. Nov. 4, at 1.30; Basinghall-st.

Richards, William Henry, & Sigismund Louis Borkheim, Merchants, 7 Gracechurch-st., London, and Balaklava, Crimea. Nov. 4, at 2.30; Basinghall-st.

Robinson, George Jonathan, Silk Merchant, Nottingham. Nov. 10, at 10.30; Shire-hall, Nottingham.

Wilson, Thomas, Railway-carriage-maker, Westbromwich, Staffordshire. Nov. 13, at 10; Birmingham.

Friday, *Oct.* 16, 1857.

Beaumont, Matthew Sheard, Corn and Flour Dealer, Huddersfield. Nov. 6, at 11; Commercial-bldgs., Leeds.

Brown, Michael Hunter, & Charles Stonley, Builders, Blanford-st., Bishopwearmouth, Durham. Nov. 10. at 1; Royal-arcade, Newcastle-upon-Tyne.

Canter, Benjamin, Cloth Merchant, Barnsley, Yorkshire. Nov. 6, at 11; Leeds.

Elgey, Joseph Bowron, Commission Agent, Horton, Bradford, Yorkshire. Nov. 6, at 11; Commercial-bldgs., Leeds.

Garforth, Anthony, Paul Garforth, & Enoch Garforth, Manufacturers, Earlsheaton, Yorkshire. Nov. 9, at 11; Commercial-bldgs., Leeds.

Gatrell, John, Jun., Farmer, Askham Richard, near York. Nov. 10, at 11; Commercial-bldgs., Leeds.

Govett, John Hill, Builder, Dennett-rd., Peckham, now a prisoner for debt in Horsemonger-lane Gaol. Nov. 3, at 12.30; Basinghall-st.

Griffiths, Egbert, Wine Merchant, 118 Fenchurch-st. Nov. 9, at 11; Basinghall-st.

Heron, William, Cloth Merchant, Huddersfield. Nov. 6, at 11; Leeds.

Jackson, John, Eating-house-keeper, 19 Mark-lane. Nov. 6, at 11; Basinghall-st.

Johns, David, Draper, Cardiff, Glamorganshire. Nov. 10, at 11; Bristol.

Mills, John Manship, & William Billington Mills, Brewers, Great Berkhampstead, Herts. Nov 6, at 1; Basinghall-st.

Moseley, Benjamin, Scythe Manufacturer, Bradway, Norton, Derbyshire. Nov. 7, at 10; Council-hall, Sheffield.

Mycroft, Samuel, Butcher, Worksop, Notts. Nov. 7, at 10; Council-hall, Sheffield.

Nairn, Philip, Miller, Waren Mills, Belford, Northumberland. Nov. 6, at 12; Royal-arcade, Newcastle-upon-Tyne.

Rodger, Thomas, Grocer, Attercliffe-cum-Darnell, Yorkshire. Nov. 7, at 10; Council Hall, Sheffield.

Simmons, James, Marble Merchant, 20 Bridge-ter., Harrow-rd., Paddington. Nov. 9, at 2; Basinghall-st.

Smallpeice, Henry William Bund, & Henry William Smallpeice, Curriers, Guildford, Surrey, and Aldershott, Hants. Nov. 9, at 1; Basinghall-st.

Vickers, John, Wine and Spirit Merchant, 14 Eldon-rd., Victoria-rd., Kensington, 4 Cross-lane, St. Mary-at-Hill, Lower Thames-st., and 93 High-st., Southwark. Nov. 9, at 12; Basinghall-st.

Watson, Thomas, Ship Owner, late of Goldsbrough, Lythe, Yorkshire, now of Ruswarp, Whitby, Yorkshire. Nov. 6, at 11; Commercial-bldgs., Leeds.

Wimpenny, Uriah, Woollen Cloth Manufacturer, Holme Bridge, Almondbury, Yorkshire. Nov. 6, at 11; Commercial-bldgs., Leeds.

Wragg, John, sen., Cutlery Manufacturer, Sheffield. Nov, 7, at 10; Council Hall, Sheffield.

To be DELIVERED, *unless* APPEAL *be duly entered.*

Tuesday, *Oct.* 13, 1857.

M'Kay, Thomas Cuthbert, & John M'Kay, jun., Hosiers, Newcastle-upon-Tyne. Oct. 9, 3rd class.

Friday, *Oct.* 16, 1857.

Clark, James, Tea-dealer, Alphington-st., St. Thomas the Apostle, Devon. Oct. 8, 3rd class.

Hawarth, John, Calico Manufacturer, Shaw Clough, Rossendale, Lancashire. Oct. 10, 3rd class; after a suspension of six calendar months from Mar. 13.

Lake, William, Maltster, Topsham, Devon. Oct. 8. 3rd class.

Splatt, Sagar Holden, Sailmaker, Ansdell-st., Liverpool. Oct. 9, 2nd class.

Torring, Richard, Builder, 50 Cobourg-st., Plymouth. Oct. 5, 2nd class.

Professional Partnerships Dissolved.

Friday, *Oct.* 16, 1857.

King, William Warwick, & Francis George, Solicitors, 35 King-st., Cheapside. As and from Sept. 16.

Mount, Francis William, & Francis Hugh Hagger, Attorneys and Solicitors, 10 Clement's-la., Lombard-st.; by mutual assent, as and from 2nd of March last. F. W. Mount will pay and receive all debts owing from and to the said partnership.

Assignments for Benefit of Creditors.

Tuesday, *Oct.* 13, 1857.

Frost, John, Draper and Shipowner, North Shields. Oct. 8. *Trustees*, J. Allan, Warehouseman, Cheapside; G. Fawcus, Shipbuilder, North Shields. *Sol.* Lietch, North Shields.

Hickling, Thomas Daft, & George Herbert Hickling, General Warehousemen, Nottingham. Oct. 8. *Trustees*, D. Booker, Lace Commission Agent; H. Baker, Lace Manufacturer; both of Nottingham. *Sol.* Morley, Nottingham.

Lambert, Mallion, Carpenter, Horsmonden, Kent. Oct. 5. *Trustees*, J. Clemetson, Miller, Goudhurst, Kent; J. Miles, Farmer, Horsmonden; W. Saunders, Brickmaker, Horsmonden; S. Waters, Grocer, Horsmonden. *Sol.* Hinds, Goudhurst.

Mulcock, Edwin, Draper, 67 Newington-causeway, Surrey. Sept. 17. *Trustees*, F. Dennant, Warehouseman, Aldermanbury; W. Parren, Warehouseman, Cannon-st. West. *Sol.* Turner, 68 Aldermanbury.

O'Reilly, James, Silk Mercer, Grafton-st., Dublin. Sept. 17. *Trustees*, C. Wilson, Warehouseman, Watling-st., London; J. Buchanan, Warehouseman, Gutter-la. *Sol.* Mardon, 99 Newgate-st., London.

Paine, William, Cordwainer, Falmouth. Sept. 30. *Trustees*, J. Hallamore, Accountant, Falmouth; T. H. Lanyon, Tanner, Falmouth. *Sol.* Tilly, Falmouth.

Shaw, Edward, Draper, Hull. Sept. 17. *Trustees*, J. Howell, Warehouseman, St. Paul's-churchyd.; J. Baggallay, Warehouseman, Lovela. *Sols.* Parker & Lee, 18 St. Paul's-churchyd.

Sissons, Edward Brearey, Grocer, Cheny-hill, Castlegate, York. Oct. 10. *Trustees*, H. F. Smith, Merchant, Sutton, Yorkshire; R. Catton, Commission Agent, York; R. Dempsey, Gent., York. *Sol.* Brearey, 2 Newington-pl., York.

Somers, Joseph, Maltster, Repton, Derbyshire. Sept. 29. *Trustees*, G. Wayte, Farmer, Repton; R. Roberts, Shoemaker, Repton. *Sol.* Drewry, High-st., Burton-upon-Trent.

Sweeny, Denis, Iron Merchant, Chester. Sept. 15. *Trustees*, T. Griffith, Printer, Chester; E. W. Topham, Gent., Chester; G. L. Underhill, Iron Merchant, Wolverhampton, Staffordshire. *Sols.* Walker & Sm,thi Town-hall, Chester.

Wolstenholme, Ellen, Milliner, Bury, Lancashire. Sept. 19. *Trustees*, T. P. Tyas and P. Gillibrand, Merchants, Manchester. *Sol.* Whitehead, Bury.

Friday, *Oct.* 16, 1857.

Bottger, Gerd, Grocer, 260 High-st., Poplar, Middlesex. Sept. 18. *Trustees*, R. W. Nutter, Cheesemonger, High-st., Whitechapel; T. Danby, Grocer, High-st., Whitechapel. *Sols.* Turner & Son, 8 Mount-pl., Whitechapel-rd.

Brown, Charles, Barlbro', Derby, & Mary Brown, Spinster, of the same place (C. Brown & Co.), Farmers and Wood-dealers. *Trustees*, M. Barber, Farmer, Barlbro'; W. Bradley, Draper, Barlbro'. Creditors to execute within two calendar months from Sept. 30. *Sols.* Gould & Son, Paradise-sq., Sheffield.

Fulcher, Sally, Linendraper, Shoreditch. Sept. 30. *Trustees*, C. J. Leaf, Merchant, Old Change; E. Caldecott, Merchant, Cheapside. *Sol.* Jones, 15 Sise-la.

Orton, John, Saddler, Stockton, Durham. Oct. 13. *Trustee*, T. Guthrie, Currier, Northallerton, Yorkshire. *Sols.* Newby, Richmond, & Watson, Stockton.

Piggott, Charles, Tailor and Outfitter, 184 Whitechapel-rd. Oct. 13. *Trustee*, T. Bousfield, Slopseller, St. Mary-axe. *Sols.* Lofty, Potter, & Son, 36 King-st., Cheapside.

Threadkel, Thomas, Wheelwright, Westleton, Suffolk. Oct. 10. *Trustees*, S. Chapman, Bricklayer, Darsham, Suffolk; J. Warne, Shoemaker, Kelsale, Suffolk. Creditors to execute within two months from Oct. 10. *Sol.* Gooding, Southwold, Suffolk.

Tomson, James Samuel William, & Albert Thomas Tull, Fancy Box Manufacturers, late of Barbican, and now of 6 Commercial-pl., City-rd. Oct. 6. *Trustees*, J. W. Bennett, Wholesale Stationer, 181 Upper Thames-st.; E. Morgan, Stationer, Cheapside. *Sol.* Barber, 10½ Ironmonger,-lane, Cheapside.

Turnbull, Thomas, Grocer, Haydonbridge, Northumberland. Oct. 10. *Trustees*, W. Pearson, Innkeeper, Haydonbridge; W. Hedley, Auctioneer, Haydonbridge. *Sol.* Opedaile, Haydonbridge.

Webb, George, James Banks, & Charles Thomas Webb (Webb & Co.), Metal Refiners, 13A St. John's-row, St. Luke's. Oct. 10. *Trustee*, L. Mouillée, Commission Agent, Queen-st., Cheapside. *Sols.* Clowes, Son, & Hickley, 10 King's Bench-walk, Temple.

Weeks, Charles, & James Weeks, Rope Manufacturers, Poole. Sept. 25. *Trustees*, G. R. Penney, Rope Manufacturer, Poole; S. Thompson, Flax Spinner, Fordingbridge, Hants. *Sol.* Aldridge, Market-st., Poole.

White, Arthur James, Hatter, 19 Regent-st., Waterloo-pl. Sept. 23. *Trustee*, C. J. C. Griffin, Hat Manufacturer, Southwark-br.-rd. Creditors to execute on or before Nov. 23. *Sol.* Sturdy, 29 Bucklersbury.

Young, Henry, Saddler, Newhaven, Sussex. Oct. 12. *Trustees*, B. Eddlestone, Cordwainer, Newhaven; T. Luck, Tea Dealer, Eastbourne. *Sol.* Sinnock, Hailsham.

Winding-up of Joint Stock Company.

Tuesday, *Oct.* 13, 1857.

Metropolitan Bread Company (Limited).—This Company was, by an order of the Court of Bankruptcy, dated June 24, ordered to be wound up. Creditors to present and prove their claims on Nov. 3, at 2, before Mr. Com. Fonblanque, Basinghall-st. Graham, Official Liquidator, 25 Coleman-st.

Scotch Sequestrations.

Tuesday, *Oct.* 13, 1857.

Hunter, James, Provision-dealer, Maryhill, near Glasgow. Oct. 21, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Oct. 9.

Liberman, Samuel, Oil-cloth Manufacturer, Glasgow. Oct. 20, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Oct. 8.

M'Creath, James, some time Potato Merchant, Glasgow, now Dairyman, Stobcross Farm, Glasgow. Oct. 16, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Oct. 6.

M'Innes, Samuel, Wholesale Grocer, Pleasance, Edinburgh. Oct. 16, at 1, Dowells & Lyon's Sale Rooms, 18 George-st., Edinburgh. *Seq.* Oct. 9.

Orr, Hugh, Grocer, Nelson-st., Tradeston, Glasgow, now residing in Cook-st. Oct. 17, at 12, Crow Hotel, George-sq., Glasgow. *Seq.* Oct. 8.

Robertson, Alexander, Farmer, Wood-end, Botriphnie, Banff. Oct. 16, at 11, Gordon Arms Hotel, Keith. *Seq.* Oct. 8.

Smith, Andrew, Coach-builder, Paisley. Oct. 20, at 2, Globe Hotel, High-st., Paisley. *Seq.* Oct. 10.

Young, James, Dundee Merchant and Commission Broker, North Albion-ct., Glasgow. Oct. 19, at 1, Maclean's Globe Hotel, George-sq., Glasgow. *Seq.* Oct. 8.

Friday, *Oct.* 16, 1857.

Brunton, Robert, Builder, lately residing in Kirkaldy, now in New York, & Robert Thomson, Builder, lately residing in Kirkaldy, afterwards in Edinburgh, and now believed to be on his passage to America, Co-partners. Oct. 21, at 12, Bell Coffee-house, Kirkaldy. *Seq.* Oct. 12.

Clark, Mrs. Christian (deceased), Hotel-keeper, Newhaven. Oct. 23, at 2, Kennedy's Ship Hotel, East Register-st., Edinburgh. *Seq.* Oct. 13.

Legget, David Dickson, Skinner, Water of Leith, near Edinburgh. Oct. 21, at 2, Lyon's Rooms, 18 George-st., Edinburgh. *Seq.* Oct. 10.

Purvis, James, Grocer and Spirit Dealer, Kilmarnock. Oct. 23, at 1, Black Bull Hotel, Portland-st., Kilmarnock. *Seq.* Oct. 12.

Taylor, William, sometime Wine and Spirit Merchant, now Salesman, Kilmarnock. Oct. 20, at 1, Black Bull Inn, Kilmarnock. *Seq.* Oct. 10.

Young, William, & Alexander Fotheringham, Ship Store and Export Provision Merchants, Glasgow. Oct. 20, at 1, Globe Hotel, George-sq., Glasgow. *Seq.* Oct. 12.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

TO NON-SUBSCRIBERS.—*Gentlemen who desire to be supplied with the future numbers of this paper are requested to send their orders to the Office of the Company,* 18, *Carey-street, Lincoln's Inn, London, W. C.*

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

"QUERY" *is informed that the "Cases at Common Law specially interesting to Attorneys" will be resumed on Nov.* 14. *We believe that the reports of the last year had been pretty well exhausted in these articles, and that it was not desirable to continue them during the Long Vacation.*

THE SOLICITORS' JOURNAL.

LONDON, OCTOBER 24, 1857.

BIRMINGHAM LAW REFORMERS.

The proceedings of the jurisprudence section of the Birmingham Association have ranged over almost every possible topic of law reform. From the minutest details of bankruptcy procedure up to the grandest schemes for the consolidation of all our tribunals, and the codification of all our law, nothing seems to have come amiss to Lord John Russell's parliament of lawyers. One gentleman extends his views to the entire amalgamation and fusion of existing courts, and suggests the appointment of a Royal Commission to settle the details of the projected reform, to introduce everywhere natural in place of artificial procedure, and to form one universal code of law and equity for all the dominions of the British Crown. The same class of ideas were developed, in another paper, into a scheme for what is termed the recordation of the law, which appears to include, in the author's conception, the creation of universal codes and "omni-competent" tribunals, the establishment of a methodical system of judicial statistics, and an elaborate and exhaustive mode of indexing the whole body of our law, which is expected to place its most hidden mysteries within the reach of every inquirer. Among the more definite projects, which belong rather to the law generally than to any special branch of it, we may notice, as an important and practical matter, the proposal to form a complete collection of judicial statistics, without which rational legislation on the administrative departments of the law is really impossible. The subject was pressed on the attention of Parliament by Lord Brougham in the course of the last session, and we are glad to see that the Association is lending its influence to the same cause. Perhaps the most novel of all the suggestions which the recent meeting has called forth, is a project for the foundation of a sort of law charity in the metropolis. The idea is to constitute a species of hospital for poor suitors, to be called "The Free Conference Hall," and to be supported by voluntary contributions, with such assistance towards building expenses as the Government may be disposed to give. The proposed society is to consist of some hundreds of barristers and solicitors, out of whom a sufficient number are to attend daily to afford to all comers legal advice and assistance, without a bill of costs; and, in certain special cases, it is intended that the institution should take upon itself the conduct of actual litigation on behalf of its unfortunate clients. This marvellous piece of philanthropy was ingeniously recommended by the supposed parallel cases of hospitals and dispensaries, and by a reference to the gratuitous spiritual consolations sometimes administered by the clergy. We may, perhaps, be rather blind; but we really do not see the justice of this comparison, and with the utmost admiration for the large benevolence of the scheme, we confess we do not think that it is likely to be carried out, or to do much good if it were. The paper is, nevertheless, of use, in pointing out the very defective provisions for the conduct of litigation "*in formâ pauperis*," which might be materially improved by adopting something like the practice of the Scotch courts in this respect. The objects to be kept in view are, to provide the means of obtaining justice for *bonâ fide* applicants who may be too poor to proceed in the ordinary way, and, at the same time, to abate the nuisance of a class of poor litigants, who are sure to be tempted by the luxury of a law-suit that costs them nothing, to besiege the Courts with multitudes of imaginary grievances and unfounded claims. The Scotch system, which involves a preliminary inquiry before leave to sue *in formâ pauperis* is given, is said to work extremely well; and we might probably borrow some useful hints on this, as in other particulars, from beyond the Tweed. A proposal which was made for the introduction into England of the Scotch law of Summary Diligence on Bills of Exchange is not, however, among the points in which we think our law can be wisely assimilated to that of the sister country. The Act of last year has, we think, armed the creditor with ample powers; and if it is open to any objection, it is rather on account of its harshness to debtors than its inefficiency to enforce just obligations. The Scotch system is one degree more summary, inasmuch as it dispenses even with the writ, and enables the holder of a bill to proceed at once to actual execution. We can imagine many cases under the Scotch practice where there might be a perfectly good defence, although the rapidity of the process might prevent the alleged debtor from establishing it; and thus enable a collusive holder of a bill to recover under circumstances which, if ascertained in time, would have been a bar to his claim.

The two topics to which the section addressed itself with the greatest energy were, the transfer of land, on which a general resolution in favour of reform was come to, and the present condition of bankruptcy law and the Courts by which it is administered. We hope that the discussions which have taken place on this last subject, and the labours of the Committee, who have undertaken to prepare a Bill for the amendment of the procedure, will not be without fruit. It was to be expected, that, on a matter of pure detail, such as the mode of administering the estates that fall into the hands of the Court, some differences of opinion would exist; but there is much that is common to all the proposals of the various Chambers of Commerce that have taken up the subject, as well as to Lord Brougham's Bill, on which we commented in our number of September 5. It is agreed on all hands that the costliness of bankruptcy proceedings has the effect of keeping the majority of insolvent estates out of court, and that creditors prefer what is often an unequal and unsatisfactory composition under the management of trustees to the expensive justice of the Bankruptcy Commissioners. It is quite certain that a large proportion of the costs of bankruptcy are occasioned by the employment of unnecessary and overpaid officials; and, whatever may be the ultimate shape of the draft to be prepared under the auspices of the Association, it must, like Lord Brougham's Bill, provide a more or less sweeping remedy for such abuses. But it was not only on questions of administration that the Conference seemed disposed to support a modification of the law of bankruptcy. The abolition of the distinction between traders and non-traders was rather loudly called for by many of those who addressed the section; and, although it may be prudent not to endanger the

administrative reforms which are so urgently required by mixing them up with an independent question, we think that enough has transpired to show that the line at present drawn between bankrupts and insolvents is not destined long to hold its place in our jurisprudence. The theory of the bankruptcy law, if properly administered, seems to us to be more advantageous both to the debtor and creditor than the principle of the insolvency statutes; and we see no more reason for restricting its operation to traders than there was for another distinction of the same kind in the administration of a deceased person's real estate, which was removed from the Statute Book within a short time after the first legislation on the subject. In Scotland the estates of bankrupts and insolvents have already been put on the same footing, and we hope it will not be long before the example is followed here.

THE ETIQUETTE OF THE BAR.

In the last number of the *Law Magazine and Law Review* an article appeared on the Etiquette of the Bar, which contains remarks on the relations of attorneys to barristers, calling, we think, for some notice in the columns of this Journal. It is not our business to criticise the article generally; but we cannot avoid saying that we could have wished the subject treated in a broader spirit, with more definiteness of aim, and with a more direct and practical bearing on the difficulties which surround it. It is however, more, immediately within our province to advert to the tone in which solicitors are spoken of. They are treated as the natural enemies of the barristers, and the writer's object seems to be to expose the process by which they have gradually wrested from the bar certain portions of the domain which the bar once considered its own, and to devise means by which satisfactory reprisals may be made on the territory of solicitors. This is a mode of viewing the matter natural and perhaps suitable to the convivial disputants of a bar mess, but it is not favourable to the real adjustment of a very complicated question. On either side professional jealousies must be entirely put away.

The manner in which the writer deals with his subject is a very limited one, and on such subjects to be limited is to be wrong. He points out that local business is every year intrusted more entirely to the attorney alone. The County Courts, Courts of Bankruptcy and Insolvency, Courts of Revision, inquiries as to compensation under Railway Acts, inquiries before Admiralty Inspectors, cases and points disposed of by judges at chambers, all furnish fields of exertion and sources of gain appropriated to the attorney. The barrister is not employed because he is not wanted. One lawyer suffices, and of course the lawyer selected is the lawyer that can manage the whole business, see the client, collect evidence, and also go into court or before the presiding functionary. But, it is said, barristers suffer simply by their own choice, they are excluded merely by one of the rules of etiquette which they have made for their own guidance. The rule has not even the prestige of antiquity. Less than a century ago the distinction between the two branches of the profession was not laid down, and a play written in the reign of George III. describes how a serjeant and two counsellors attended for the purpose of getting a deed executed. If the bar, then, are injured by this rule, why should they not repeal it, and give themselves a fair chance in the sphere of local competition? This is the point to which the writer of the article referred to brings his readers, and he leaves them to answer the question for themselves, excepting so far as they may be guided by his opinion, very evidently implied, that the change might be made without any difficulty or inconvenience.

The supposition is, that, if the rule were repealed which forbids a barrister to communicate with his client directly, the balance of fortune between the local barrister and solicitor would be redressed, and everything else would remain as at present. The barrister would occupy a higher social position; he would retain all his privileges at assizes and sessions, and would have a large share of the business which now falls to the attorney. Even if, for a moment, we isolate this proposed change from the whole scope of the relations between the two branches of the profession, we very much doubt whether the calculation of what would take place is well founded. Supposing that the barrister really gained a great amount of business, and made a lucrative livelihood by the mere permission to communicate with his client, why should not every local lawyer be a barrister? It is much easier and cheaper to be a barrister than to be a solicitor. The expenditure of £150, and attendance at a few lectures, will make any one a barrister. An attorney has to pay, not only the stamp on his admission, but the stamp and generally a premium on his articles, and a yearly tax, and has also to undergo the trouble of preparing for an examination. At present, unambitious men prefer to be attorneys, although at a greater outlay of time and money, because they are almost certain of earning their bread directly they begin to practise; whereas a barrister has to wait. But if the barrister really competed with the attorney, the men who wanted to scramble cheaply into a little business would become barristers, not attorneys; and thus the prestige and social position of the bar would vanish at once in the provinces. To be a London barrister, might still place a man above one who was only a country attorney; but to be a country barrister, would give no superiority whatever. That there could be a class of men enjoying the position of barristers, and doing the work of country attorneys, is, we feel sure, a mere delusion.

Thus, if we look only to that range of professional occupation which is of such a nature that only one lawyer is required, we are obliged, if we make any change, to abandon all distinction between the barrister and attorney; and the one lawyer needed will be a man who has received a training much more closely resembling that received by an attorney than that received by a barrister. The leaders of the bar are quite aware of this, and know, that, if they relaxed the rule requiring the intervention of an attorney, the *status* of a barrister in the provinces would be at an end. But it would be very difficult to lay down any rule which should apply to the provinces only, and therefore the *status* of the whole branch of the profession would be lowered, and all the advantages arising, or supposed to arise, from a separation of the two branches, would be lost if provincial barristers were to do the work of attorneys. But even if this were not so, and the leaders of the bar were willing the rule should be repealed, we cannot admit that so important a part of the relation of barristers and attorneys is a mere piece of bar etiquette, to be altered by the bar at pleasure. Theoretically, this is certainly the case; but, practically, the general footing on which the two branches stand to each other is the result of a tacit compromise. Each permits the other to enjoy certain advantages in return for a monopoly granted to itself. If this compromise is disturbed, corresponding concessions will be demanded in favour of the branch injured by the disturbance. Barristers could only profit by the abrogation of the rule, if attorneys lost by it. Therefore, attorneys finding their position so far altered for the worse, would demand that they should be permitted to share in some of the privileges at present enjoyed exclusively by the bar. It would therefore be necessary to consider the whole subject of the relations existing between barristers and attorneys, and to examine the ground on which a separation is to be defended. If any one says that the separation is altogether a mistake, we know, of course, what

he wishes, and that he is prepared to see a really great and sweeping change. But we do not think it by any means so easy to change the position of the local bar as it may seem at first sight to be. This first change would involve others, and it is in determining the position of the heads of the two branches that the difficulty would really be felt. It is only when we reflect how great the difficulty is of deciding the proper relations of the men who have arrived at the top of their respective branches, how many interests the decision involves, and how seriously it affects the condition and progress of English jurisprudence, that we can estimate the impossibility of treating any important part of the present framework of the profession as really depending on the arbitrary canons of the etiquette of the bar.

Legal News.

BANKRUPTCY COURT. — *Oct.* 17.

(Before Mr. Commissioner FANE.)

In re Henry Bunney.

The bankrupt, a solicitor, and made bankrupt as a scrivener and builder, applied for his certificate. He had carried on business at Newbury, and some years since left that place under mysterious circumstances, and in debt. He was shortly afterwards adjudicated bankrupt, and nothing was heard of him for some years; but he was afterwards traced to New Zealand, where a valuable farming stock was seized for the benefit of the creditors.

The accounts of Messrs. Paul & Turner show debts of £6,000, and assets sufficient for a dividend of 10*s.* or 12*s.* in the pound.

Mr. *Dorrien*, on behalf of the bankrupt, said, whatever his faults were, the creditors would reap benefit from his exertions, his estate having increased threefold since his residence in New Zealand.

The COMMISSIONER granted a second-class certificate.

DURHAM INSOLVENT COURT.—*Friday, Oct.* 9.

(Before H. STAPYLTON, Esq., Judge.)

Dodshon Wood, of Great Aycliffe, formerly butcher, appeared on an adjourned examination. The insolvent was supported by Mr. *Meynell*, barrister, instructed by Mr. *Brignal*. This case was adjourned from the last court, held on the 7th of August, and was fully reported in this paper at the time. The insolvent upon that occasion was opposed by his detaining creditor, and by a Mr. John Frizzel, of Greatham, farmer; and he was ordered to file an amended special balance-sheet, by inserting the date of several mortgages to *Mr. G. Allison, Solicitor, of Darlington*, and the application of the money received thereunder. The insolvent was also ordered to file a list of the furniture upon his premises at the time of his imprisonment. His Honour asked if these requirements had been complied with, and was answered by Mr. *Brignal* in the affirmative. His Honour then intimated, that it was a question with him whether he should not remand the insolvent *for disobeying a judge's order*, by improperly removing some hay from a field. Mr. *Brignal* said, he did so *under the advice of Mr. George Allison, Solicitor*, as he was prepared to prove by a witness in court. His Honour (*looking towards Mr. Allison, who was in court*): What! advise a person to disobey a judge's order?—Mr. Allison *admitted that he did so advise the insolvent!* His Honour, under these circumstances, decided to discharge the insolvent forthwith.—*Durham Chronicle.*

THE BIRMINGHAM LAW PROFESSORSHIP.

Mr. G. J. Johnson, of the firm of Tyndalls & Johnson, solicitors, delivered his inaugural address, as Professor of Law, at the Queen's College, in Birmingham, on Tuesday, the 6th inst. We hope to publish the address in our next number.

THE LONDON, MANCHESTER, AND FOREIGN WAREHOUSE COMPANY (LIMITED).

A meeting of the directors and shareholders of this company was held on Thursday at the offices, 91, Watling-street.

The CHAIRMAN (Mr. Costeker) having read the resolution convening the meeting,

Mr. WARD (shareholder) said, the question for the meeting was, whether the company should be wound up voluntarily or otherwise. He called attention to the expenses attendant upon proceedings in the Bankruptcy Court, and said he thought it would be a great object to the shareholders if all further loss were put a stop to by investing one of their own body with the authority necessary for winding up the company in their own way. He did not see why any "Mr. Commissioner," or any other official, should be paid for doing that which they could do amongst themselves. As it was, the shareholders might get a trifle; but if the matter went into the Court of Bankruptcy, there would not in all probability be a farthing for anybody. He did not think, upon the whole, that there was anything to find fault with in the directors. It was true, that, in the matter of the lease of the premises and some other little things, they had not acted like very wise men; but they had a large stake in the concern, and he certainly thought that nothing was morally wrong on their part.

After some discussion as to the financial position of the company, the final resolution for winding up voluntarily was put to the meeting, and it was carried by 17 to 1. The directors were then appointed official liquidators to wind up the company; and the proceedings terminated with a vote of thanks to the chairman, and a unanimous vote expressing the shareholders' confidence in the honesty and integrity of the late directors.

Mr. Robert Segar, Recorder of Wigan, has been appointed Judge of the Court of Record of Salford, vacated by Mr. Blair.

The Queen has been pleased to appoint Francis Smith, Esq., to be Attorney-General; and Thomas John Knight, Esq., to be Solicitor-General, for the Island of Tasmania.

A conference on the Bankruptcy Laws is to be held in Birmingham, on the 17th of November. The Birmingham Chamber of Commerce intend inviting delegates from the various chambers of commerce to attend it.

Further painful revelations are taking place in connection with the Hull failures. Under the estate of Mr. Bright, the late chairman of the Hull Flax and Cotton Mill Company, debts to the amount of £101,437 have been proved, of which £86,000 was on behalf of Messrs. Harrison, Watson, & Co., the bankers. The debt of the Bank of England was only £567. Mr. Bright has been apprehended on a charge of forgery both in relation to bills of exchange and transfers of railway shares.

During the last two days a case has been before the Manchester City Court of Record. Mr. *T. Wheeler*, barrister applied to Mr. Monk, Deputy Recorder, at the sitting of the court, for a rule absolute against a person named Preston, a house agent and collector of rents, in Hulme, for contempt of Court. The facts were these: An action for debt had been entered, and the defendant, a person named Craine, was required to plead. By the rule of the Court, this he must do either personally or by a solicitor. He did neither, for Preston told him he would be a fool to employ a lawyer, and he (Preston) could do the job for him as well and cheaper. Whereupon he got 6*s.* 6*d.* from Craine, and, proceeding to the Registrar's office, represented himself, falsely, to be the defendant in the action, and in his name entered the plea. The charge was brought home to him, and the deputy recorder, after strongly denouncing his conduct, said he should direct an attachment, but would require it to be kept in the office; and in case Preston, during the course of the next three months, paid by such instalments as would be satisfactory to the deputy registrar, and should reimburse Mr. Wheeler's client (the plaintiff in the action against Craine) the costs of this application, the attachment would not issue; failing compliance with these terms, it would issue, and the defendant would be liable to imprisonment for an indefinite period.

At the last sitting of the Wakefield County Court, Mr. George Moore, draper, of Wakefield, brought an action against Mr. Westmoreland, solicitor, to recover the sum of £49 for time lost and expenses incurred during twenty-one days' canvassing at the late election for Mr. Charlesworth, the present Conservative member for Wakefield. The plaintiff was about to leave Wakefield to set up business on his own account, but was prevailed upon by the defendant to stop and canvass for his client, promising that whatever charge the plaintiff made should be paid. He accordingly staid and canvassed, and his bill for twenty-one days, at two guineas a day and expenses, amounted to the sum claimed, which the defendant alleged was exorbitant. It was shown that the plaintiff had been offered two guineas a day and expenses to canvass for Mr. Oliveira at Pontefract, and that, after completing his engagement at Wakefield, he did canvass for Mr. Oliveira at that rate of payment. It was also

shown that Mr. Ferns, solicitor, of Leeds, was engaged by Mr. Oliveira for ten guineas a day, and that a Mr. Lamb canvassed for him for five guineas a day. The Judge said, that, as no professional man had been called to prove that the plaintiff's charge was exorbitant, he considered that the plaintiff had made out his case, and the verdict would be for £49, with costs of witnesses and attorney.

The French Tribunals.

A rather singular question was raised on Wednesday last in the Imperial Court of Paris. It is, whether a husband is compelled by law to support a wife who misconducts herself? The facts were these:—A gentleman of Montmartre married a young woman of inferior station to his own. She was unfaithful to him, and she abandoned his roof about seven years ago. It is not necessary to trace her subsequent history; suffice it to say, that it was most profligate. She lived with a number of men in succession, and became the mother of several illegitimate children. Being now abandoned by all her lovers, she demanded that her husband should receive her back, or, failing to do so, that he should make her a yearly allowance. This the husband positively refused. The Imperial Court, to which she appealed, decided in favour of the husband, and expressed its approval of his conduct.

A case interesting to travellers in France has just been decided by the Court of Cassation, the highest legal tribunal. According to a Royal ordinance, published in 1563, a hotel-keeper is bound, under penalty of a fine, to lodge travellers who stop at his house. An hotel-keeper in a country town, who refused to lodge a traveller, was prosecuted before the Court of Police, and acquitted; the traveller appealed, and the Court of Cassation rejected the appeal, founding their decision on a law passed the 13th of March, 1791, which declares that commerce is free.

The prosecution of Count Migeon before the Colmar Correctional Tribunal for electoral corruption has still continued to excite the greatest interest in all circles in Paris. The decision of the judges was received yesterday by telegraph. It appears that the Court declares itself incompetent to deal with the general charge of bribery, but it sentences Count Migeon to two months' imprisonment for wearing the Cross of the Legion of Honor without being entitled. The Count brought a number of witnesses to prove that he had not been guilty of this offence; but, notwithstanding their positive testimony in his favour, the Tribunal gave greater credence to the one or two witnesses for the prosecution. One of those incidents which so strikingly illustrate the difference between our method of judicial proceeding and that of our neighbours, occurred during the speech for the defence. M. Jules Favre declared that it was the intention of his client to prosecute the police for defamation of character. The real object, he said, of the prosecution was, not to establish that M. Migeon had been guilty of illegal acts, but to destroy his reputation, so as to render it impossible that he could be chosen as representative of the department, in which he had just obtained 18,000 votes. The allegations that M. Migeon had been condemned for debt and was a ruined man were erroneous, for he had paid the sums for which proceedings had been taken against him, and his fortune was still considerable. "In support of this latter statement," said the learned counsel, "here is a letter from his notary, who is a most respectable man; and it merits, I imagine, more credit than the reports of these men of the police." The public prosecutor remarked that he could not allow one of the principal magistrates of the country, who occupied the position of minister, to be dragged into the mud, and he demanded that the language just used should be taken down.

"Oh, willingly!" said M. Jules Favre; "I said 'these men of the police,' and I repeat it. If, in saying that, I have said anything insulting, I consent to be condemned. But what afflicts one is, that, before justice, such documents are relied on. That an attempt should be made to influence the consciences of judges by documents drawn from such a source makes one blush!" Whatever may be the various opinions of the guilt or innocence of Count Migeon, one thing is certain, that the Government have proved that they have acted far more criminally as regards electoral corruption than the man they have prosecuted.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. LIV.—*An Act to make better Provision for the Punishment of Frauds committed by Trustees, Bankers, and other Persons intrusted with Property.*

Although the provisions contained in 7 & 8 Geo. 4, c. 29, against the crime of *embezzlement*, as distinct from *larceny*, the former being committed in respect of property which is not at the time in the actual or legal possession of the owner, are not alluded to in the Act under discussion, this last may nevertheless be considered as amending the Act of Geo. 4, so far as embezzlements by certain classes of persons are concerned, and as intended to provide for certain offences of the same general description, which, at the time when that statute passed, were either overlooked or considered not sufficiently developed for legislation. By 7 & 8 Geo. 4, c. 29, s. 49, provisions were made against the fraudulent conversion by "bankers, merchants, brokers, attorneys, or other agents," of money or security intrusted to them with *written directions to apply it to a specified purpose;* and such conversion was made a misdemeanor, punishable with transportation for not more than fourteen or less than seven years (which, by the effect of 20 & 21 Vict. c. 3, will now resolve itself into penal servitude for not more than fourteen, or less than three years), or such other punishment, by fine or imprisonment or both, as the Court should award. And, by the same section of the same Act, it was also provided, that, if any chattel, valuable security, or power of attorney for sale or transfer of stock, intrusted to any banker, merchant, broker, attorney, or other agent *for safe custody, or for any special purpose*, should be by him converted, in violation of good faith, and contrary to the object of the trust, the offender should incur similar penalties. But these provisions were saddled with a proviso, which seems to have given rise more than anything else to the necessity for the Act under discussion—viz. that (by s. 50) they were not to affect any *trustee* in or under any instrument whatever, or any *mortgagee* of any property, real or personal, in respect of any act done by such trustee or mortgagee in relation to the property comprised in, or affected by, any such trust or mortgage. The other provisions of 7 & 8 Geo. 4, c. 29, referring to this subject, applied exclusively to property intrusted to "factors or agents" for the purpose of sale, or remaining in their hands in the course of their business, and a fraudulent deposit or pledge of such property under such circumstances was made an offence punishable in the same way as the others already mentioned.

Such being the existing law on this subject, the Act under discussion proceeds to make fresh and additional provision against fraudulent conduct of the same general description, committed by any person falling within one or more of the following seven classes: 1. Bankers, merchants, brokers, attorneys, or agents; 2. Persons intrusted with powers of attorney for the sale or transfer of property; 3. Directors or public officers of bodies corporate or public companies; 4. Members of such bodies or companies; 5. Managers of such bodies or companies; 6. Trustees; 7. Bailees.

1. The first of the above classes (as already explained) had been dealt with, to a certain extent, by the previous statute of Geo. 4; but, instead of the enactment being, as in that statute, confined to the conversion of money or securities intrusted to such persons, with written directions to apply them to a specific purpose, the Act under discussion (by s. 2) extends the enactment to *all* property; and on the other hand, under this section, the trust violated must be for *safe custody only*. Apparently, therefore, if a banker were intrusted with a deed to raise money thereon, and were fraudulently to convert the same to his own use, he would not come under this new provision, but (if the direction were in writing) under the old. It is also to be noticed, that a misdemeanor under this new provision (and the remark is equally applicable to any of the other misdemeanors created by the Act under discussion) is less penal than one punishable under the Act of Geo. 4. Instead of penal servitude for as long a term as fourteen years, the utmost limit authorised by the Act under discussion is three years; and the imprisonment, instead of being at the discretion of the Court, must not exceed two years, with or without hard labour. Punishment *by fine* also would appear not to be cumulative, as in the previous statute (see s. 10).

2. The second class—persons intrusted with powers of attorney—were also dealt with in the preceding Act, but only where they happened also to fall under the first class. The Act under discussion, however, makes it a misdemeanor for "any"

person intrusted with such power fraudulently to convert the property to his own use; and instead of the power being confined, as in the previous statute, to one for the sale or transfer of such stock as is in that Act mentioned, the power by the Act under discussion may be for the sale or transfer of any property whatever.

3. Directors and public officers of bodies corporate and public companies—the third class above mentioned—are now for the first time specifically dealt with; and as to these the Act under discussion provides, that, if any person falling under this description shall, with intent to defraud (s. 5), take or apply for his own use any of the corporate or common money or other property; or (s. 6) receive or possess himself thereof, otherwise than in payment of a just debt or demand, and omit a full and true entry thereof in the books and accounts; or (s. 7), destroy, alter, mutilate, or falsify any of the books, papers, writings, or securities, or make or concur in making a false entry or material omission in any account or document; or shall (s. 8) make, circulate, or publish (or concur in making, circulating, or publishing) any written statement or account which he shall know to be false in any material particular, with intent to deceive or defraud any member, shareholder, or creditor, or to induce any person to become shareholder or partner, or to intrust or advance money or property to, or enter into security for the benefit of, the body corporate or company of which the person so acting is a director or public officer,—such person shall, in any of the above cases, be guilty of a misdemeanor.

4. Members of bodies corporate or public companies are now, for the first time, by the Act under discussion, made guilty of misdemeanor by any such conduct as above specified coming within the terms of either s. 5 or s. 7.

5. The Managers of such bodies and companies are expressly brought within such of the provisions of the Act under discussion as are contained in the 6th, 7th, and 8th sections. In the 5th they are omitted; but we apprehend that a bank manager (for example) who fraudulently applies to his own use the bank money, would properly be proceeded against as a *clerk or servant* of the bank, under 7 & 8 Geo. 4, c. 29, s. 47; and this, though also punishable with penal servitude for fourteen years at the most, is a *felony*.

6. Trustees. It has been noticed that trustees, in or under any instrument, were expressly exempted from the provisions of the Act of Geo. 4, so far as the trust property was concerned. But the Act under discussion contains, as to *all*, the following general enactment—viz. (s. 1) that "any person being a trustee of any property for the benefit, either wholly or partially, of some other person, or for any public or charitable purpose, who shall, with intent to defraud, convert or appropriate the same or any part thereof to or for his own use or purposes, or shall with such intent otherwise dispose of or destroy such property or any part thereof, shall be guilty of a misdemeanor."

By another section (s. 17) the term trustee is defined to include —1. Trustees on some express trust created by some deed, will, or instrument in writing; 2. The heir and personal representative of any such trustee; 3. All executors and administrators; 4. Liquidators under the Joint-Stock Companies Act, 1856; 5. Assignees in bankruptcy or insolvency. And, by another section (s. 13), no proceeding or prosecution for any offence included in s. 1, but not in any other of the Act, shall be commenced without the sanction of the Attorney-General, or, if that office be vacant, of the Solicitor-General, nor (if civil proceedings have been had or are pending) without the sanction of the court or judge before whom such proceedings were taken or are pending.

7. Bailees. It is difficult to say why the 4th section of the Act under discussion was inserted in the middle of the different *misdemeanors* created by the Act; nor, indeed, why it should have formed part of this Act at all. This section enacts, that "any person, being a bailee of any property, who shall fraudulently take or convert the same to his own use, or the use of any person other than the owner thereof, although he shall not break bulk or otherwise determine the bailment, shall be guilty of larceny." The object of this provision is to abolish *pro tanto* the principle of law which has hitherto prevailed—that, if a person obtain the goods of another without fraud, although he have the *animus furandi* afterwards, and convert them to his own use, he cannot be guilty of felony (see 1 Russ. on Crimes, p. 56). This principle, indeed, was qualified, in the case of a *carrier*, by another, which considered that a tortious opening of the pack ("breaking bulk") determined *eo instanti* the contract of bailment, and made an appropriation of the thing bailed a felonious stealing. This and other niceties gave rise to much complication of our criminal law on this head, and the object of the present section was to simplify it. But it comes in awkwardly among provisions to the subject-matter of which it has no special reference, and is, moreover, liable to the following criticism:—The punishment of *larceny* is, at present (when not complicated or committed after previous summary convictions, or after previous conviction for felony), not penal servitude at all, but two years' imprisonment. But the punishment of any of the misdemeanors created by the Act under discussion is, either imprisonment to the above extent, or penal servitude for three years. Hence, a misdemeanor under this Act will (except with regard to the forfeiture of goods to the Crown) be more penal than the *felony* created by the 4th section. Moreover, by another provision of the Act under discussion (s. 16), no misdemeanor against it shall be prosecuted or tried at any court of general or quarter sessions; but there is nothing to prevent the above-mentioned felony being there tried. If, therefore, any bailee be there prosecuted under s. 4, and it shall appear that the offence he has committed amounts to a misdemeanor under the Act (and there might easily arise such a case), he would, apparently, be entitled to be acquitted; or, if convicted, might move in arrest of judgment; for, though another section (s. 14) provides, that, if on a trial under the Act the offence proved amounts to larceny, he shall not thereby be entitled to be acquitted of a misdemeanor thereunder (a provision copied from the previous Act of Geo. 4), there is no similar provision as to a trial for larceny, and the offence proved resolving itself into a misdemeanor.

The sections of the Act under discussion not specifically noticed are of subordinate importance; and are, to a considerable extent, copied from the previous Act. It may be noticed, however, that, although that Act does not, generally, apply to either Scotland or Ireland, the Act under discussion applies to Ireland as well as England, though not to Scotland.

Recent Decisions in Chancery.

Bankrupt—Order and Disposition.

Shuttleworth v. *Hernaman*, 5 W. R. 853.

This case has raised and decided a new point on the order and disposition clause. It is quite settled that mere possession by the bankrupt with the consent of the true owner, does not necessarily place the goods in the bankrupt's order and disposition. All that can be said is, that such possession is *primâ facie* evidence of reputed ownership, though it may be rebutted by showing the notoriety of a trade usage to leave goods under such circumstances in the possession of a person other than the owner. Nothing turns upon the question: What were the actual terms of the agreement under which the goods were held?—but everything depends on this other question: Whether, having regard to established usage, strangers must necessarily infer that the apparent possessor is the true owner? If such an inference is the fair one, then the clause applies, and the goods pass to the assignees; otherwise not. These are the general principles on which the case of *Horn* v. *Baker* (9 East, 215) was decided, and, notwithstanding some language in *Trappes* v. *Harter* (2 Cr. & M. 153), which admits of a different interpretation, the old doctrine is still unshaken, and has recently been re-affirmed with much distinctness in *Ex parte Barclay* (5 De G. Mac. & Gor. 403, and 4 W. R. 80), in which the Lord Chancellor cited, with approval, the explanation of the statute given by Lord *Redesdale* in *Jay* v. *Campbell* (1 Sch. & Lef. 336). "The clause," said Lord *Redesdale*, "refers to chattels where the possession, order, and disposition is in a person who is not the owner, to whom they do not properly belong, who ought not to have them, but whom the owner permits unconscientiously, as the Act supposes, to have such order and disposition. . . . The object was to prevent deceit by a trader from the visible possession of property to which he was not entitled." Among the cases relating to machinery and utensils of trade, *Lingard* v. *Messiter* (1 B. & C. 308) is a distinct authority for the position, that, where a creditor purchases the goods of a trader, and then demises them to him at an annual rent, after marking them with his own initials, the goods held by the trader under the lease are in his order and disposition, and pass to the assignees in the event of bankruptcy. That case, however, turned somewhat on the fact that the bankrupt had formerly been the real owner, as, in such a case, it was held that he would continue to be the reputed owner until some act was done to make the change of ownership notorious to the world. It was at the

same time intimated, that, if the bankrupt had been a mere lessee from the beginning, the case would, perhaps, have been different, as then the possession would not necessarily imply ownership; though, in the absence of a usage to lease goods of the kind in question, the possession under a lease would probably be held to afford sufficient presumption of reputed ownership. The actual point in *Ex parte Barclay* was this:—A publican had mortgaged his leasehold house, together with the articles commonly known as tenant's fixtures, but which, being removable by the tenant, were, in fact, goods and chattels. The publican remained in possession until his bankruptcy; and the Lord Chancellor held that the tenant's fixtures did not pass to the assignees, expressly on the ground that the object of the clause was to prevent fictitious credit, and that it was impossible to suppose that credit was ever given upon the faith of fixtures as distinguished from a house. Now, it was admitted that a creditor is bound to take notice that a house may be mortgaged; and, if the house was mortgaged, it might be presumed that the tenant's fixtures were, or might be, mortgaged too. In such a case, therefore, possession would not constitute reputed ownership.

Shuttleworth v. *Hernaman* is separated by an intelligible, though fine, distinction from the class of cases which culminated in *Ex parte Barclay*. The plaintiffs were the lessors of a factory of which the bankrupt was tenant. In the lease, the bankrupt had covenanted to pay his rent in advance, and always to keep £3,000 worth of machinery on the premises as security for the rent. The lien thus created would have swallowed up the whole value of the machinery as it stood at the time of the bankruptcy if the whole future rent was to be covered by it, but no rent was due at the time. The question submitted by special case to the Court was—Whether the machinery passed under the order and disposition clause? If the bankrupt had actually mortgaged his lease and machinery, the landlord would, according to *Ex parte Barclay*, have been entitled; but it was held in the present case that the attempt to create a lien by force of the covenant left the property in the bankrupt's order and disposition. The real difference between the two cases may be best seen from an observation of L. J. *Turner*, in the course of his judgment, whereby he expressly guarded himself from extending his opinion to those cases where, according to the custom of the country or district, there was a habit of keeping the machinery under the control of the landlord in this manner, no such custom having been stated in the special case.

It is customary for a publican to mortgage his tenant's fixtures together with his house: hence the judgment in *Ex parte Barclay*. It is not customary—or was not proved to be so—for a manufacturer to subject his machinery to the peculiar kind of lien which occurred in *Shuttleworth* v. *Hernaman*: hence the opposite result in this case.

MORTGAGOR AND MORTGAGEE—PRIORITY—POSSESSION OF TITLE DEEDS.

Perry Herrick v. *Attwood.*

This case (a report of which is given, *ante*, p. 803) raised in a new form the question, under what circumstances a mortgagee will be postponed to subsequent incumbrancers by reason of not having secured possession of the title deeds? The well-known cases of *Hewitt* v. *Loosemore* (9 Hare, 449), *Jones* v. *Smith* (1 Hare, 43), and *Worthington* v. *Morgan* (16 Sim. 547), and the older authorities on which they are founded, have pretty well settled the general principle, that, while an utter absence of inquiry for deeds is such an amount of negligence as will postpone the mortgagee, he will not be made to suffer where some sufficiently plausible explanation has been given why the deeds should not be delivered to him in the ordinary course. In the present case, the facts, as the Court gathered them from the evidence, were these:—The prior mortgagees were the sisters of the mortgagor, who owed to each of them £10,000. At the suggestion of the brother, or his solicitor, a mortgage term was created to secure the debt; but the brother being also indebted to certain family trustees, and being in treaty to arrange the matter by a mortgage of the same estate out of which the security to the sisters was carved, his solicitor prevailed upon the sisters to leave the deeds with him for the purpose of carrying out the proposed arrangement. Instead of doing so, however, the brother raised a large sum by mortgage of the estate, on which occasion the existing mortgage to the sisters was not mentioned. The plaintiffs, in whom this last security became vested, got the deeds, and now insisted, that the sisters, having left the title deeds in their debtor's hands for the express purpose of raising money on them, could not now claim priority over the plaintiffs, who had thus been entrapped into advancing money on the land. This view was upheld by the Master of the Rolls; and though it is said that the case will be appealed, the judgment can scarcely be reversed on this point, consistently with the view of the evidence taken by the Master of the Rolls, without extending, beyond what has hitherto been done, the indulgence granted in some cases to mortgagees who have not taken the precaution to obtain possession of the title deeds of the mortgaged property. A distinction was also pressed in argument between the right of a mortgagee in fee and that of a mortgagee of a term, to the possession of the deeds; but it is hard to support such a distinction without destroying altogether the security which the actual handing over of titled eeds is supposed to give to a *bonâ fide* incumbrancer.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

As the subject of the education of the articled clerks (or, as they are called in Scotland, apprentices) of solicitors appears to be exciting much general attention in England at present, it may not be uninteresting to explain the mode in which the matter has been dealt with in Scotland, where it was much discussed about six years ago.

In this country the solicitors have long been alive to the great importance to a lawyer of a good general education, as a foundation for the subsequent legal training necessary to fit him for his profession; and the Writers to the Signet, which is the most numerous body of solicitors in Scotland, have always insisted upon maintaining a very high standard of preliminary education as a condition of any one being allowed to enter into indentures with any member of the body. One of the rules which were in existence, however, prior to 1851, was found to be so inflexible as to have deterred in some instances apprentices of the highest intellectual attainments from seeking to enter the body; and accordingly, when the matter was brought under their consideration, it elicited a very interesting discussion. This rule demanded, as a preliminary condition, that all applicants for indenture should have completed in one or other of the Scottish universities the full course prescribed *in literis humanioribus*, in consequence of which an Oxford or Cambridge M. A. was excluded, unless he chose to go through the prescribed course of study, which involved a loss to him of two years. Such a result was manifestly absurd, though it had probably very seldom occurred until the practice of sending Scotchmen to the English Universities had become comparatively established, which has only happened within a recent period. Various propositions were made with the view of remedying the evil; the extremes of these propositions were, that all the English and distinguished foreign universities should be included in the specification, and that the Society should not trouble itself with the question where or how an applicant for indenture got his education, but should ascertain by a stringent examination whether he had acquired the proper qualification. The Society adopted neither proposition; but while they still agreed to take attendance at the Scotch universities as evidence of sufficient qualification to enter into indenture, they adopted a resolution, that any one should be entitled to do so upon satisfying the Society that he had received a liberal education, and submitting to an examination in the following branches: English, Geography, History, Latin, Greek, Arithmetic, Geometry, Practical Geometry, and Algebra, or, in lieu of Greek, any modern language.

That this examination might not degenerate into mere formality, it was resolved that it should be conducted in writing at the sight of the Keeper and Commissioners of the Signet, who should be entitled to employ skilled Examiners to conduct the examination for proper remuneration; and that these Examiners, besides making a full and detailed report upon the whole examination, should be required to state specifically whether they considered that the applicant "is possessed of attainments equal to those which ought to be found in a person who has attended two full sessions at a Scotch university." Lastly, it was resolved that the whole papers connected with each examination should remain in the library of the Society, subject to the inspection of every member who might choose to examine them. The examination generally lasts two days; and any one that chooses to examine the papers cannot fail to be satisfied, that, as at present conducted, the examination is no sham.

With the same sound views of the importance of a good

general education, the Society took the same opportunity of preventing young men from entering upon the profession before they had time to acquire such an education, and resolved that no one should be allowed to enter into indentures before he had completed his seventeenth year. A strong party wished eighteen fixed as the proper age, but ultimately agreed to accept of seventeen as a fair compromise in the meantime.

THE MANCHESTER MEETING.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In commenting on the proceedings of the meeting of the Metropolitan and Provincial Law Association, lately held at Manchester, I find, from your leading article of last week, that you advocate the further development of the *oral* in preference to the *written* element in the proceedings. Perhaps, however, you will so far excuse my differing from you in opinion, when I consider that it is at all times difficult to promote discussion, upon legal questions in particular, without a previous thorough acquaintance with the subject, so as to be prepared in some degree with the relative positions and bearings in all its parts; and, for this reason, I am inclined to think, that, unless written papers be introduced, or some previous outline arranged, the discussion would partake of too desultory and useless a character to be in any way improving.

To promote, however, instructive discussion amongst the members at the different meetings, I think the present arrangement might be even further improved, by the writers of papers furnishing the Secretary, not only with the title, but also with a concise synopsis of the subject treated on, some few weeks previous to the meeting, for circulation among the members, so that each might be enabled to prepare himself by deliberately considering the various points, and discussion might then be carried on with advantage.

It is most gratifying to observe the marked progress and success of the Metropolitan and Provincial Law Association, and its tendency to elevate the moral and intellectual character of the profession; and, may I add, that the formation of junior Law Associations is but one instance of its beneficial example being followed.—I am, Sir, yours very obediently,

Kendal, Oct. 20, 1857. CHARLES WILKINSON.

Review.

A Practical Treatise on the Law of Trusts and Trustees. By THOMAS LEWIN, Esq., of Trinity College, Oxon, M.A., and of Lincoln's-inn, Barrister-at-Law, one of the Conveyancing Counsel to the Court of Chancery. Third Edition.—London: Maxwell. Dublin: Hodges, Smith, & Co. 1857.

Mr. Lewin's Treatise on the Law of Trusts and Trustees is one of the few legal works which aim at combining the scientific exposition of a branch of law, which is the character of many of our older treatises, with the minute consideration of decided cases to which the modern text-writer generally confines himself. In both departments of the work, the author has introduced considerable modifications and more considerable additions into the present edition. The earlier portion of the work has been re-cast, and the additional matter rendered necessary by the accumulation of cases since the second edition has swelled the volume to a really formidable-looking size. The proverbial evil of a large book is, however, capable of no slight mitigation by good arrangement and carefully digested means of reference. In one, at least, of these respects Mr. Lewin's work may be regarded as a model; for the completeness of the index, and the skill with which it has been framed, render the task of discovering any special point on which information may be sought as easy as it ought to be in every treatise intended for the hands of practical men. The tendency of law books to become more and more books of reference rather than books of study renders a really effective index a matter of much greater importance than some of our most distinguished writers—such as Lord St. Leonards and others—have condescended to consider it; and though the labour of compiling one is about as ungrateful as any to which a man can devote himself, it is generally possible for an author, however occupied himself, to find some one younger in the profession to whom the task may be intrusted. Mr. Lewin had the wisdom to do this, and he tells us in his preface that the credit of the index is due to Mr. Kingdon, by whom it was compiled.

In the general division of his Treatise Mr. Lewin has followed the natural order suggested by the subject considered as a matter for scientific inquiry, rather than that which would have commended itself to a writer who thought of the practical convenience of professional readers, and nothing else. After defining and classifying the various kinds of trusts, he treats of the modes in which trusts arise, whether by act of a party, or by operation of law. The second principal head relates to the trustee himself, and touches upon all such points as—the estate which he takes; the duties, powers, and rights of the trustee; and the manner in which he may be divested of his responsibilities. Finally, he treats, in a similar manner, of the estate and the rights of *cestuis que trust*, and the remedies which they have against their trustees. A supplementary Chapter on Pleading and Practice in reference to the law of trusts and trustees is among the useful additions to the present edition of the work. There is undoubtedly much to be said in favour of a methodical arrangement of this kind, but it is open to the inconvenience of separating matters which the practitioner is compelled to consider together, and making his calls upon the index more frequent and troublesome than they would be if the scope of the work had admitted of a more rule-of-thumb sequence of subjects. To illustrate what we mean by an example, let us suppose that land has been devised in trust for an alien, and that a lawyer has to consult Mr. Lewin's book to ascertain the effect of the will. He might light upon the section on Unlawful Trusts in the first great division of the work, and there he would find that a trust of real estate declared in favour of an alien will vest in the Crown without the form of a previous inquisition. Again, under the head "Who may be *cestui que trust?*" in a different part of the work, the position is laid down that the Crown may be *cestui que trust;* and it is added, that, in the case of an alien, a trust may be declared for an alien, but cannot be enforced for his benefit; it being contrary to law that he should plead or be impleaded touching lands, that the king *on inquest found* will be entitled to the trust by forfeiture, but that the forfeiture vests not in the king the legal estate but merely transfers to him the right of suing a subpœna against the trustee in equity. It is obvious that this exposition of the law is materially different from the brief statement which we first extracted, as the one asserts and the other denies the necessity for an inquisition; and a further puzzle is offered to the reader by an intimation which is added, that, where a trust is *in fieri* and executory, as distinguished from a trust *in esse*, the Court will do no act to give it to an alien who by law cannot hold lands—a dogma which seems unnecessary if the previous assertion, that no trust can be enforced in favour of an alien, be true, and which, on reference to *Burney* v. *Macdonald* (15 Sim. 14), the case cited in support, turns out to be a dictum that an executory trust for an alien cannot be enforced by the Crown, or, more accurately speaking, a doubt whether such is not the law. Now, we do not care to inquire whether this be right or wrong, though, in point of fact, it has been more than questioned; but it is certain that it is in direct opposition to the express statement of Mr. Lewin himself, as to the power of the Crown to take an alien's trust; and *Macdonald* v. *Burney*, if referred to at all, ought to have been given as an authority *contra* on that point. But these are not the only places where the subject of aliens turns up. In the third division, which treats of the estate of the *cestui que trust*, there occurs a Chapter "on the Forfeiture of a Trust," by which is meant the forfeiture, not of the office, but of the equitable interest. In a section of this Chapter, we have a third summary of the law on aliens' equitable estates. There we are again told that such a trust is forfeitable to the Crown on the principle of public policy, that the legal estate is not forfeited, but that the king must prosecute his right by subpœna, and that he may do so without office found or inquisition taken. This, it will be observed, is, in substance, the same as the second passage to which we have referred, except that it agrees with our first quotation, in holding that an inquisition is not a necessary preliminary. A reader who hit upon one of these passages would lay down the book with a somewhat different idea of the law from that which would be gathered by one who found out the others. But it is not only the statement of the law that varies, yet the list of authorities appended to the different passages is not identical; and, in justice to Mr. Lewin, we are bound to admit that in each instance the cases cited in the foot-notes will be found to contain all the dicta, not very harmonious, which he has embodied in the corresponding portion of his text. For example, it has certainly been said that forfeiture is the basis of the Crown's right to an alien's equitable interest in land; but that dictum has been overruled by the House of Lords in the case of *Attorney-General* v. *Duplessis* (1 Bligh, P. C. 415), which Mr. Lewin nowhere

notices in connection with this subject. Then, again, opposing dicta may be found on the question as to the necessity of an inquisition to found the right of the Crown; but that will scarcely justify Mr. Lewin in relying exclusively on one of such dicta in one part of his book, and holding by the other in a different Chapter. Moreover, it happens that Mr. Lewin has omitted to notice the most important modern authorities on the point—*Rittson* v. *Stordy* (3 W. R. 627; 1 Jur. N. S. 771) and *Barrow* v. *Wadkin* (5 W. R. 695). The last case was not decided until May in the present year, and it may have been impossible to incorporate it into the text; but *Rittson* v. *Stordy* was decided, in the first instance, by V. C. *Stuart*, as long ago as July, 1855; and, as it lays down the law in direct opposition to the statements contained in Mr. Lewin's book, it ought certainly to have been noticed, although the Lords Justices, without reversing the judgment, have since been careful not to indorse the doctrine, and the Master of the Rolls, in *Barrow* v. *Wadkin*, has given a decision in favour of the views supported by Mr. Lewin.

We have noticed the discrepancies and omissions connected with this point, not so much to convey an impression that the work is generally got up in a slovenly manner—which cannot justly be said—but because they are just the defects which are almost the necessary consequence of the general mode in which the work is constructed. The logical, but inconvenient, divisions and subdivisions of the subject rendered it almost impossible to treat every point once for all in one place; and when an author has to look at the same question from slightly different points of view in different Chapters, he is unavoidably led into repetitions, and is very likely to give several imperfect and conflicting summaries of the law, instead of a single exhaustive exposition. The danger, too, of overlooking authorities is very much greater when a discussion is thus scattered over distinct sections of a work; and while one cannot but regret that a treatise on which so much pains have been bestowed should exhibit faults of so serious a kind, we are disposed to attribute them almost entirely to the insuperable difficulty of uniting in one work the advantages of scientific method and the minute accuracy required in a practical hand-book. The result is sure to be a volume too bulky and detailed for the mere student of legal principles, and not sufficiently compendious and safe for the use of the man of business. With all the defects inherent in the nature of the book, it is one which, nevertheless, will be accepted as a boon by all who are concerned with the head of equity to which it relates. It brings down the cases to a much later date than any existing publication, and contains valuable matter which has not been elsewhere collected. Caution may be necessary in using it, but it must and will be used as the most modern and most complete of existing treatises on the law of trusts. We find many of the very latest decisions on little practical points, which are often very embarrassing from the lack of definite decisions upon them in the older reports; and if we also find that some authorities of the same description have escaped the author's vigilance, their number is not such as to reflect discredit on the general care with which the treatise has been edited. The task of writing a perfect law book has, by the multitude of decisions, become quite Herculean; and if we have not yet got the best work that could be desired on the subject of trusts, there is no doubt that Mr. Lewin's present edition is, after all, the best treatise that has yet been produced.

National Association for the Promotion of Social Science.

At the meeting of this Association, held in Birmingham, on Monday the 12th instant, Lord Brougham, in his inaugural address, referring to the Society for the Amendment of the Law, said:—It would not be easy to describe the many pernicious attempts at legislation which the Society has stopped in their earliest stages—attempts tending to the injury, not to the amendment of the law, and, if ending in failure and its attendant exposure, calculated to bring the great cause of legal improvement into disrepute. But it is more pleasing to dwell upon the signal benefits that have accrued from the measures maturely digested and strenuously promoted, which have obtained the sanction first of the public assent—that is, the approval of those who are capable and well informed—and, finally, the assent of the Legislature itself. To give particular instances would only weary those who are familiar with the history of the Society. But I am bound to state, that, since its establishment in 1844, most of the Bills which I have brought forward, and of which many have been passed, making a great change in our jurisprudence, either originated in the inquiries and reports of the Society's committees, or owed to the labours and authority of that body valuable help towards, first, their preparation, next their adoption. The great measure of local judicature, and those which arose out of the common law and real property commissions, were, no doubt, adopted prior to the Society's foundation. But many of the Bills extending and improving those measures are materially indebted to its co-operation. One instance is better than any general description. Of the nine Bills presented by me to the House of Lords in 1845, and six of which are now the law of the land, two of the six were suggested by the Society, and another, the most important of the whole, and which has entirely changed the course of procedure, the Act for the Examination of Parties in all Suits, I never should have succeeded in carrying but for the Society's correspondence with all the county court judges, and their almost unanimous testimony in favour of the change. Take another instance:—Of the legal improvements in the session that has just closed, the most important are the Divorce and Fraudulent Trustees Acts. The former was mainly furthered by the inquiries of committees, by the public meeting held on the protection of married women under the presidency of Sir John Pakington, and by the Bills which the Society prepared, and which were presented the session before; while the latter (Fraudulent Trustees Act) originated in the inquiry and report of a special committee of the Society upon the subject. Nor should we pass over a very important step taken by the Government in consequence of the Society's urgent remonstrance against the grievous defects in our judicial statistics. The elaborate discussions in the committees, and their conclusive reports, aided by the indefatigable labours of Professor Levi, have had the effect of introducing a material improvement in that department; and, great as the imperfection still is, so as to make the returns not deserve the name of judicial statistics, we have now every ground for hoping, that, at length, the Legislature will have the means of ascertaining the effects of its Acts, and no longer continue to pass laws in the dark. This subject will deserve the early attention of our first department; nor is there any other matter that appears so much to press for consideration, if it be not the continued refusal of equitable jurisdiction to our local courts—a refusal not easy to be comprehended, when several years ago we found some of the first solicitors in London declaring, in a petition to Parliament, that they never should think of recommending a client to sue for an equitable debt of so little as £1,000. The various efforts made to obtain this measure of strict justice have received the aid of the Society, and much important information has been obtained, though as yet all those attempts have failed. But the Society has also afforded proof of the valuable results obtained from combined action in the two Mercantile Law Conferences which it convened and conducted in 1852 and 1857. Prior to the former year no systematic attempt had been made to obtain the opinions of the mercantile classes throughout the kingdom on the state of the commercial law. Indeed, it is comparatively of late years that the establishment of those valuable institutions, chambers of commerce, has afforded the means of selecting delegates from our mercantile towns; and when, in November, 1852, the representatives of a number of chambers met, under the direction of the Society, to discuss the assimilation of the mercantile laws of England, Ireland, and Scotland, a new era certainly began in our commercial legislation. The result of that Conference, which was presided over by myself on the first day, and by Lord Harrowby on the second, was the appointment of a royal commission to inquire into the subject which had occupied the attention of the delegates. The commissioners, all men of high reputation and tried ability, accumulated a great body of evidence, and published the results of their labours in a valuable Report, which recommended an extensive assimilation of the mercantile laws in the three portions of the United Kingdom. This Report has not been allowed to remain a dead letter: the two Mercantile Law Amendment Acts of the session of 1856 were founded upon its recommendation; and though these measures undoubtedly fall short of what might have been hoped, and still leave much to be done in the way of assimilation, they must be regarded as very useful additions to the statute-book, and are, we may trust, the precursors of further improvement. The second Mercantile Law Conference in January last is of too recent a date to enable us to dwell upon its results; there cannot, however, be any doubt that they will be as satisfactory as those of the former meeting. The objects of

the second Conference were more wide and varied, its discussions extended over a longer period, and a proportionate time must be expected to elapse before its proceedings will bear all legitimate fruits. The present state of the law and administration of bankruptcy was very fully dealt with, and we have already two tangible results from that discussion. One is the Bill which I presented to the House of Lords for remedying the evils in the bankrupt law complained of by the commercial delegates at the Conference; and it is very satisfactory to find that the Chamber of Commerce in this town has prepared another measure having the same object, but more detailed in its provisions. There can be little doubt that the attention drawn to the state of our Bankruptcy Courts by the Conference in January, perpetuated as it will be by the discussions here during the next three days, will finally result in a measure carrying still further those improvements which were commenced in 1831 in this important branch of our commercial jurisprudence, and were afterwards expanded in the Consolidation Act of 1849. The subject of bankruptcy has been alluded to as the most prominent of the topics which occupied the attention of the Conference in January; but it seems certain that the effect of that great meeting will be felt in other matters—that the repeal of the 17th section of the Statute of Frauds, recommended by the second Conference as well as by the commissioners who were appointed on the representation of the first, and the extension of more frequent and better means of local justice to provincial towns, so strongly and unanimously insisted on by the delegates, will result from their deliberations.

Tuesday, Oct. 13.

DEPARTMENT I.—JURISPRUDENCE AND AMENDMENT OF THE LAW.

Lord John Russell (in the chair) said:—I have to lament, that, owing to a change in the arrangements originally made, I have the honour to appear before you to address you upon a subject on which I feel I must be unequal to the occasion. As, however, each chairman of a department will address you, I will endeavour to point out the way in which the section over which I have the honour to preside—Jurisprudence and the Amendment of the Law—may be rendered practically useful. A learned gentleman, a member of the House of Commons, and formerly Attorney-General for Ireland, Mr. Napier, whom I regret I do not see here on this occasion, has urged very strongly upon the House of Commons at different times the propriety of appointing a Minister of Justice. It has always appeared to me that he was right in his opinion on the subject; and the House of Commons have agreed not only that he is right in the general principle, but that the appointment of such an officer is a measure of urgent administrative reform. That object, however, has not yet been accomplished, though I have been informed by my learned friend, the Attorney-General, that the question has been under consideration of the Government, and that he has plans prepared for the purpose. I would make a Minister of Justice a member of the House of Commons, because it is essential to have in that assembly a person who can take into consideration the most fitting way of carrying out amendments of the law. He would point out not only those portions of the law upon which amendments were required, but, if properly appointed, be of invaluable service in carrying them through Parliament. Lord Brougham, in his admirable address last night, in speaking of the county courts, suggested that they might deal with certain cases of equity, and I entirely concur in the opinion; but I think it would be necessary that there should be some such person as a Minister of Justice to see that the courts are properly constituted for the purpose. In the course of the discussion last session on a most important subject, it was suggested, that it might be dealt with in the county courts. That subject was of the utmost moral—the utmost social—the utmost religious importance, it referring to the regulation and dissolution of the marriage tie. It was objected by those who would not accept the county courts for the purpose, that, having been established only for the recovery of small debts, so much noise and confusion prevailed that they were unequal to the subject. If that be so, it appears to be an argument for providing that they shall be properly constructed. If you wish, as I think the country does and ought to wish, that local courts should deal with more important measures than small debts, it ought to be our business to see that those courts are properly constructed. In Scotland they have a system of administration of local justice, but I do not know sufficient of its provisions to say how far they are applicable to this country. In Ireland barristers are appointed to administer justice in the counties, and they give the highest satisfaction. It will be the business of this department to consider the systems of both Scotland and Ireland, and to take care that England has a law not less efficient than those of the sister kingdoms. Were the local courts properly constructed, they would no doubt take a vast deal of legal business now performed in other courts. For my own part, I always look with considerable distrust upon those who say that justice should not be obtained excepting at a considerable price, as otherwise the fury of litigation would be so great that it would be impossible to curb it. My answer is, that no price will curb the litigation of the rich, neither should we attempt to quench the desire for justice in the poor. I do not want to detain you at any length in this place, but there are questions, at which I will barely hint, which may be fairly considered by a department for the amendment of the law. We may consider how far it is necessary that there should be a continuance of the practice in seeking redress from a court of justice, of having to go from one court to another, with no object, it would seem, but that of incurring expense. I have a paper—not exactly public—with which I have been furnished by my learned friend Sir Fitzroy Kelly, who I am happy to see attending the Conference, showing how enormous have been the expenses in the probate and testamentary courts from that cause. There have of late been great changes in these courts, but still there is a great deal too much expense—too much form—being sent down from one court to another to have the cause inquired into, and coming back again to receive process. Bentham used to call it being bandied about from one court to another; and when Erskine was once told that a client of his must go to the Court of Chancery, he expressed a hope that their Lordships would not think of sending any fellow-creature there. It is my opinion, that a cause, if commenced in a proper court, should be finished there; and I know also that that is the opinion of the present Attorney-General, a very high authority on matters of procedure. There are many commercial questions, which may be fairly considered by this department of the Association, such as the amendment of the law of bankruptcy, and other points in which all connected with commerce must feel the greatest interest. We may also, in my opinion, consider very many important points in the commercial law; and I believe we have before us materials which, after ample consideration, may guide the course of legislation next year. I now come to a question of the greatest importance. I maintain, we must not be merely satisfied with transcribing ancient laws, and calling them new; we must not put errors into new Acts of Parliament under the name of consolidation: when we attempt to consolidate we must also amend. I say this, because a Bill was introduced into Parliament last session which proposed to inflict the punishment of death for offences which no judge would think of so punishing. When we make new laws we must take care that they are such as can be executed, and are in consonance with the spirit of the times. I have come to the conclusion that the consolidation of the laws must be preceded by their amendment.

The Transfer of Land.

Mr. E. T. Wakefield read a paper on this subject. He adverted to the evils resulting from the operation of the present law, especially as relates to the production and verification of title, the result of which was expense, delay, and disappointment; this occurring whether the transfer was of one or ten thousand acres. He showed, moreover, that the evils fell most heavily upon those least able to bear them. Having pointed out the defects of the law, he proceeded to consider various remedies proposed, especially commenting upon the recommendation of the commissioners to have a certificate of title in conjunction with registration. This plan, he thought, would increase the expense, although it might diminish the delay. He advocated, as a much better plan, and free from the objections raised to the others, the granting of certificates with indorsement of subsequent deeds thereon.

Mr. E. Fawcett read a paper on the same subject, which set out by asking the pertinent question, "Why should the transfer of £1,000 worth of land cost more than £1,000 worth of railway or bank stock?" He then went on to propose the division of the kingdom into registration districts, and the appointment of registrars; that land should be registered by figure or letter upon the Ordnance and other maps; and that the certificate of title should be the only title that could be called for. Both these papers were elaborately prepared.

Mr. A. Ryland said that some inconvenience would result from the adoption of Mr. Fawcett's plan of description by letters. How would it operate, for example, in the case of a piece of land in the vicinity of a town, where one field was cut up into a hundred small pieces? The difficulty, however,

might be got over by showing the dimensions of the various letters.

A Member thought the difficulty was not so much mechanical. He thought that it lay in the law regarding real property itself.

The Rev. Dr. Begg (of Edinburgh) said he could speak of the bad moral effects attending the difficulty of land transfer. He held that the question was an exceedingly simple one, and could not conceive why a simple extract from the register should not be a sufficient title. He hoped, that, whatever improvement was made in the law, it would be extended to Scotland. He wanted to see the English freehold introduced there; the 40s. freehold. At present they had simply feudal tenure. He pointed out, also, that the Scotch registration system was far from being satisfactory.

Sir F. Kelly was glad that public attention had been called to the subject of the existing evils in the system, and that they were capable of easy remedy. Although they had been led to believe in this country that the evils did not exist in Scotland and elsewhere, it was clear from what had fallen from the reverend gentleman that great complaints exist in that country as well as in England. The great difficulty was not that alluded to in the papers—namely, the cost attending the transfer of the smallest portion of land. It was an evil, however, of great magnitude. To raise a sum of money on a single acre of land, it was necessary to incur all the expense attending the purchase of a large landed estate. Various remedies had been suggested in regard to this evil. He owned he thought it time for the community to ask the Legislature to inquire why we should not be able to transfer land as cheaply, expeditiously, and as effectually as stock? If it were said that the difficulty arises from the tenure of land—that estates belonged to more than one person; that they were given for life with remainder to other persons, perhaps unborn children; that they were liable to incumbrances of all sorts, loans, mortgages, &c.; then the answer was, that all these existed as well in regard to stock as in regard to land, and yet there was no difficulty and no insecurity in the transfer of stock. The question then occurred, how could registration be effected in the most satisfactory way—first, to prevent expense; and second, injustice. He could not help thinking, now that public attention had been directed to the subject, and the Commissioners had made an elaborate report, and, now that Government had intimated their intention to bring in a Bill on the matter, that it might be of some little service to the section if he threw out one or two considerations of some importance. He thought, then, that the foundation of any measure for the registration of titles and the cheap conveyance of land should be, that the title once registered should be a parliamentary title. The party transferring would thus give to the purchaser all the security that was given by the conveyance of stock. There was no difficulty about it. With the aid of Ordnance maps, or of others, upon a still larger scale, every square foot of land in the kingdom might be completely identified and registered. Then came the question of title. The register must settle the question of title in the first person registered. He would suggest the formation of courts like the Incumbered Estates Courts of Ireland, consisting of lawyers of high eminence and ability; and let any one wishing to register his title, after due notice, establish it. With regard to four-fifths of the entire landed property in England, there was no question about the title; and he ventured to think that within two or three years the owners of almost all the landed property would proceed to the courts in question, notice would be given to opponents, if there were any, and a title afforded to the proper owner. The title, as he before observed, should be a parliamentary title, and the party in whose name it was registered should be able to transfer it as stock was transferred in the Bank of England. It would be objected probably that two-thirds of the landed property of the kingdom did not belong to any one individual, or even to one set of trustees; but then that was also the case with stock. Then they might be told there would be facilities given for fraud by trustees. No doubt fraud might be committed, and so there might be in stock; but practically they never heard of it. Besides, that could easily be provided against. Just as in the case of stock a distringas could be lodged at the Bank; so, in land, a caveat could be lodged at the registry. He thought, that, if provisions were made for the establishment of titles before a court, and then giving absolute power to him in whose name the title was established to transfer it at will, a greater amount of good would be effected than by any single Act of Parliament passed within our time.

After a few words from Mr. Wakefield, in dissent from the views of Sir Fitzroy Kelly, the noble Chairman intimated that he had a few words to say upon the subject next day, and the proceedings were adjourned.

Wednesday, Oct. 14.

Lord John Russell concluded the debate by summing up the chief arguments that had been advanced. His Lordship stated that there could be no difference of opinion as to the magnitude of the present evil, and he thought Sir Fitzroy Kelly had made it clear that there were no insuperable difficulties in applying a remedy. He thought a parliamentary title might be arrived at with safety and certainty by the means suggested, and that transfers would afterwards be made more easily than some people imagined. He gave the experience of the Incumbered Estates Court in Ireland as an illustration of this remark. When he first brought in the Bill for instituting that court, he thought it advisable to go over to Ireland in order to ascertain what practical men thought of the probability of its working. The Chancellor of Ireland told him that the Bill could never be brought to work from its being beset with difficulties, such as those which are supposed to obstruct a more simple and inexpensive mode of conveying land. Notwithstanding this prediction, the measure was afterwards taken up by Sir Robert Peel; the Act was passed, and every one knew how easily and how well it had worked. He hoped a like result would attend a measure for simplifying the conveyance of land.

The Bankruptcy Laws.

Mr. S. S. Lloyd, of Birmingham, read a paper containing suggestions for a new bankruptcy law. He was followed by Mr. Wm. Hawes, with another paper on the same subject.

Mr. Hawes was of opinion that the great evil at present consists in our not dealing severely enough with bankrupts. He thought the certificate gave too full a discharge from debt, and that bankrupts ought to be held liable to pay their debts out of any future property they might acquire, as is the case with insolvents. He also advocated a more stringent penal system in dealing with bankrupts. The paper entered at great length into the causes and frequency of fraud, containing particulars and arguments of much interest, but not strictly belonging to this subject.

The next paper was read by Mr. Rayner, as a deputy of the Huddersfield Chamber of Commerce. It advocated the abolition of the present Bankruptcy Courts, and the transference of their jurisdiction to county court judges. After setting forth the hardships felt by the traders of Huddersfield and other large towns, in having to go to Leeds for the transaction of bankruptcy business, Mr. Rayner contended that there was no reason why the several county courts should not be intrusted with its management. The paper also advocated a more simple and economical method of administering the estates.

A paper intitled "Suggestions from the Scottish System of Bankruptcy," by Mr. John Gilmour, was then read by Mr. Arthur Ryland. Papers contributed by the Liverpool and the Leeds Chambers of Commerce were afterwards read, the former of which discussed the question of bankruptcy administration in various details, and the latter advocated uniformity of practice as respects bankrupts and insolvents, whether living or dead, and recommended the abolition of official assignees, and the employment of independent accountants under the control of the trade assignees.

Mr. Jabet (of Birmingham) thought the meeting ought to confine itself to general principles, and abstain from details, on which many differences of opinion would necessarily arise. He agreed with Mr. Hawes that there ought only to be one mode of dealing with parties who failed to pay their debts.

Mr. John Smith defended the present system against many of the charges that had been made. In particular, he contended that the present law contains ample provisions for the punishment of offences committed by bankrupts against commercial morality, and maintained that bankrupts and insolvents could not be dealt with on the same principle without much difficulty.

Mr. Rayner contended, that, if the present law provided against offences in theory, its provisions were never carried out in practice, and that they ought to be made more specific and more imperative.

Mr. Hastings (the Secretary of the Association) contended that there was no course but assimilating the practice in England to that in Scotland. In the latter country the estates are administered at an average expense of 8 per cent., while in England the cost is from 30 to 50 per cent. This satisfactory result is attained in the Scotch Court by the jurisdiction being vested in the sheriffs of counties, who answer to our county

court judges, and by the estates being placed in the hands of trustees nominated by the creditors in each case. He thought there would never have been a special Bankruptcy Court in this country had county courts existed at the time of its institution, and maintained that the latter are the only tribunals in which the business could be cheaply and satisfactorily performed.

Professor Leoni Levi contended, that the great expense so generally complained of arose from the Court being too little employed, the cost of a large establishment being thrown on a very small amount of business. He thought it a question worth consideration, whether more work might not be advantageously found for it.

Mr. Campbell Smith gave an explanation of the Scotch practice, and began with expressing his surprise that one-half of the kingdom should be so ignorant of the method pursued in the other. He said they worked their bankruptcies in Scotland at an expense of about 8 per cent., and, as a Scotchman, he could not understand how his English fellow-subjects could submit to the larger expenses incurred in this country. (Lord Brougham here observed that the speaker was "making English mouths water;" whereupon Mr. Smith said, it struck him that the injunction not to muzzle the ox that treads out the corn was intended as a warrant for English bankruptcy practitioners, but he thought no ox treated in that considerate manner ought to consume so much as half the corn in the course of treading it out.)

Lord Brougham stated, that there were two points of merit in the system introduced by himself in 1831, and which was still in force. One was the establishment of permanent judicial tribunals, the other the institution of official assignees. Whatever changes were made, he thought these portions of the system should be retained, though he was ready to admit the expediency of several reforms in the procedure.

At the conclusion of the discussion, Lord John Russell proceeded to review the arguments used by the speakers, and the opinions advanced in the papers. He thought it clear, from the unanimity of statements to that effect, that change was required. But he questioned whether gentlemen of the mercantile community had yet made up their minds on several important matters which lay at the root of the subject. He suggested that a committee should be formed to examine the papers, and present a report to the section next morning. It was ultimately resolved, on the motion of Mr. Arthur Ryland, that the deputies of the various chambers of commerce should be a committee for this purpose, that they should endeavour to agree on all the main points which had been the subject of consideration, and should report their opinion to the section.

Summary Diligence on Bills of Exchange.

A paper by Mr. Gilmour, on Lord Brougham's Bill for introducing into England the Scottish System of Summary Diligence on Bills of Exchange, was read by Mr. Ryland.

The Commercial Law.

Some observations by the Liverpool Chamber of Commerce on questions concerning the commercial law were next read; and the section adjourned.

Thursday, Oct. 15.

The Recordation of the Law for purposes of Promulgation, Administration, and Legislation.

Mr. Arthur Symonds read a paper on this subject. A good record of the substance and the transactions of the law was a fundamental want in this country, where we have abundance of valuable material, but no means of making it available. No aid is given to inquiry or to instruction by a proper collection and systemisation of this material. There is no systematic record either of jurisprudence or administration of the law, nor is there any index of codes or chronicle either of legislation or of practice. The rude materials now existing are only useful to the actual practitioners of the law, and even they can only make use of them by great diligence and research. The country contains no law library except those of a private kind. It is no wonder, then, that legislation proceeds so slowly, and improvements in the law are introduced so seldom. The press does all it can towards giving a record of what takes place in the administration of the law, but such detached accounts are only of temporary use. It is well worth consideration whether a public recordation ought not to be instituted for the guidance of the Government and of the people. We all desire to know the law and that others should do the same, and that our legislators and administrators should have the means of becoming well acquainted with it. But we have the testimony of the Lord Chancellor that no man living either does or can know the law perfectly under the present crude system of recordation. Everybody is concerned in our devising a remedy for this state of things: a record ought to be kept, and ought to be systematically made, well indexed, and deposited in a place where it would be accessible to all interested in seeing it. Nothing would be so useful as this kind of record in facilitating the codification, the improvement, the administration, and the observance of the law.

Mr. Theobald observed, that he thought the suggestion of the paper exceedingly valuable, inasmuch as recordation was a necessary step towards codification, and, through that, towards uniformity and certainty of administration.

Lord John Russell observed that the paper was one of great value, and that it contained the outline of a system which promised to be of much service to the country.

Legal Education.

Mr. Andrew Edgar read a paper on this subject. He advocated the extension of legal education to the people in general. The great advantage of the law as an object of study is, that it deals with real things and actual interests, and not with abstract ideas. It therefore surpasses mathematics and logic, the one of which has been so much advocated by Professor Whewell, and the other by Sir W. Hamilton. A person who had studied the law would have made himself conversant with matters in which we are all interested. As a mental discipline the study of law is particularly valuable in its leading to an examination of evidence, and therefore qualifying the student for ascertaining the truth or falsehood of alleged facts in other researches. At Rome the forum was the great nursery of statesmen, and a similar use might be made of our own courts. Law is connected with so many other subjects, that a due study of it leads to something like universal knowledge.

Mr. Theobald thought legal education was very deficient in itself, and that there was no possibility of instruction in the law being obtained by a member of the general community. Nor was there anything like a complete literature of the subject.

A long conversation then ensued respecting the present state of legal education in this country, some of the speakers contending that it was all that could be desired, others maintaining that much improvement was required. It seemed generally admitted that lectures on law are at present paid at too low a rate to secure the services of first-rate men.

Lord John Russell concluded the discussion by observing, that there was only an apparent difference of opinion among the speakers, the author of the paper contending for the extension of legal education among all classes, and not saying that it was imperfectly provided for in the profession itself. He thought the learned gentleman had understated the advantages of mathematics and logic as fundamental studies when he contrasted them with the study of the law. He quoted the authority of Lord Macaulay for the fact that many of our judges had been senior wranglers at Cambridge, which showed the advantage that results from men pursuing the exact kind of study appointed at that university. With reference to the relative advantage of attending lectures and of studying actual practice in preparing for the law, his Lordship thought there ought to be an admixture of the two. He thought the truth lay, as it often does in other matters of controversy, between the two; and that a good lawyer cannot well know too much either of law or of anything else. There was one other subject on which he had a few words to say, especially as he had been placed in a position to know as much of it as most men—that was, on the amount of legal knowledge possessed by young men of our upper classes, which he pronounced to be exceedingly scanty. Gentlemen engaged in the duties of quarter sessions and of Parliament with no previous acquaintance whatever with the laws of their own country, though they were often deeply read in what took place in the senate of Athens or of Rome. The late Sir Robert Peel determined on sending his son into a pleader's office, not with the intention of his practising the law, but that he might acquire that knowledge of law which would qualify him for discharging other duties with advantage. This example might be profitably followed by all who wished to educate young men efficiently for a high position in the country.

Partnership Registration and Limitation of Liability.

Mr. West read a paper from the Bristol Chamber of Commerce on this subject. The paper set out with recounting a resolution of the late mercantile conference, to the effect that the interests of trade require all partnerships to be registered. No steps have hitherto been taken to give effect to this resolution, and it had been thought advisable to bring the subject again before the public by submitting a paper on it to this

Association. The paper also advocated an extension of the principle of limited liability to private partnerships, on the ground that there was no reason why it should be restricted to companies of a particular constitution, or consisting of a particular number of shareholders. Propositions for a bill to provide registration of partnerships were then submitted in full detail, superintendent-registrars of unions being suggested as the officers in whose hands the carrying out of the measure might be placed. The paper concluded with a motion, to the effect that the meeting approved the system of registration, with the detailed propositions for effecting it contained in the scheme submitted by the Bristol Chamber of Commerce.

Mr. EDGAR contended that registration should only be adopted for important public reasons, which did not exist in the case of partnerships. The names of partners in a house of business were of no interest, except to those who had dealings with it, and he thought they could protect themselves by ascertaining beforehand who constituted the house with which they were about to have transactions. Independent of this, he thought the details of the proposed scheme were imperfect.

Mr. ARTHUR RYLAND entirely differed from the last speaker, and maintained that great injury arises from allowing men to trade under a false name without having first registered their true one. He had paid great attention to the subject, and had himself known many instances where a just claim was defeated because there were no means of ascertaining the exact names of those against whom the law required it to be made. Perhaps a firm trading as A. B. incurs a debt, and refuses to pay it. An action is brought, judgment is obtained, and the claimant proceeds to execution. Then he is met by an announcement that there is another partner in the house, and he consequently loses the time and the money he has spent in the proceeding. Justice is thus defeated, and great private injury sustained.

The representative of the Bradford Chamber of Commerce stated that the opinion in his district was decidedly in favour of registration.

Mr. W. R. LLOYD thought a hint might be taken from the Government, who always required the registration of parties engaged in a trade which dealt in exciseable articles.

After observations from Professor LEVI, who thought the evil might be diminished by treating a firm as one person, and others,

Lord JOHN RUSSELL thought the present meeting ought not to commit itself to matters of detail; and, while he was himself of opinion that very strong arguments had been used on either side, he suggested that some gentleman should propose a motion to the following effect:—"That it is the opinion of this department that it is expedient to establish a system of general registration of private partnerships." This would test the feeling of the gentlemen present, and the vote on it might be taken as an expression of public opinion.

The vote having been proposed and seconded, was carried by a large majority; Messrs. Edgar and Theobald being its only opponents.

THE FURTHER ADVANCEMENT OF LAW REFORM.

Mr. THEOBALD read a paper in which he advocated the assimilation of jurisdiction in all legal tribunals; the differences now existing between which were traced by the author to numerous accidental causes.

THE 17TH SECTION OF THE STATUTE OF FRAUDS.

Mr. G. W. HASTINGS advocated the repeal of this section. He pointed out the hardships of the enactment at considerable length, and contended that there was no sound objection to its repeal.

Mr. THEOBALD thought the subject required to be approached carefully, especially since so experienced a man as Lord Tenterden was known to be in favour of the enactment.

Mr. LEONI LEVI and Mr. CAMPBELL SMITH stated that no such provision existed in Scotland; and a general feeling seemed to prevail among the gentlemen present in favour of its repeal in this country.

Lord JOHN RUSSELL said, he had found the opinion of merchants and bankers in London to be so decidedly against repealing the section, that he had hesitated as to the wisdom of interfering with it. But he thought Mr. Hastings had shown sufficient ground for thinking his apprehensions unfounded.

Mr. HASTINGS then moved that the subject be referred to a general committee as one of the subjects to be taken into consideration, with the view to legislation, which was adopted.

BANKRUPTCY.

Mr. J. D. GOODMAN then brought up the Report of the committee appointed to consider the plan of bankruptcy reform. The Report stated that the members of the committee were of opinion that the various papers read before his department, together with the Scotch Act, contained sufficient materials on which to frame an efficient Bill, and proposed that another committee should be appointed to draw up the Bill, consisting of three members of the Association, and two members of each Chamber of Commerce and Trade Protection Society in the kingdom; the Bill to be presented at the next session of Parliament.

Lord JOHN RUSSELL thought the department ought not to pledge itself to introduce the Bill in the next session of Parliament; and it was ultimately determined that the committee should be named as suggested, and that it should communicate with the Attorney-General when the provisions of the new Bill had been agreed upon.

Friday, Oct. 16.

The Secretary, Mr. A. RYLAND, read the Report, which contained a record of the various papers read, and of the resolutions agreed to on transfer of land, bankruptcy, registration of partnerships, and the Statute of Frauds. The Report was agreed to.

Court Papers.

Exchequer of Pleas.

SITTINGS IN BANCO.—MICHAELMAS TERM, 1857.

Monday,	Nov. 2	.....	Motions and Peremptory Paper.
Tuesday,	Nov. 3	.....	Errors, Peremptory Paper, and Motions.
Monday,	Nov. 9	.....	Special Paper.
Wednesday,	Nov. 11	.....	Special Paper.
Thursday,	Nov. 12	.....	Sheriffs nominated.
Saturday,	Nov. 14	.....	Criminal Appeals.
Monday,	Nov. 16	.....	Special Paper.
Wednesday,	Nov. 18	.....	Special Paper.

SPECIAL PAPER.

REMANETS FROM TRINITY TERM, 1857.

For Argument.

Dem. Brewer *v.* Dimmack and Another. June 16, 1856—part heard. Standing for arrangement.
Sp. Case. Barstow *v.* Reynolds. May 27, 1857—part heard. To stand over until case in Exchequer Chamber disposed of.
Sp. Case. Walker *v.* Goe and Another. To stand over until same point in Exchequer Chamber disposed of.
Dem. Kindersley *v.* Grey.
Dem. Martin *v.* Meredith. June 1, 1857—part heard. To stand over until issues in fact tried.

NEW CASES.

Sp. Case. Edmonds *v.* Eastwood and Another.
" Preston, clerk, &c., *v.* The Norfolk Railway Co. and The Eastern Counties Railway Co.
Dem. The Solvency Mutual Guarantee Co. *v.* Rigby.
Sp. Case. Monk and Another *v.* Sharp.
Dem. Kidd *v.* Moggridge.
Sp. Case. Rogers *v.* Zoncada. Zoncada *v.* Rogers.

NEW TRIAL PAPER.

REMANETS FROM TRINITY TERM, 1857.

For Judgment.

Middlesex. Hills *v.* The London Gas Light Co.
Gloucester. Hollis *v.* Marshall.

For Argument.

London. Bovill *v.* Pimm and Another.
" Wyatt *v.* Dethick.
Middlesex. Abbott *v.* Fearey.
" Evans and Another *v.* Wright.
" May *v.* Stevens.

Exchequer Chamber.

ERRORS AND APPEALS FROM THE COURT OF EXCHEQUER.

The Court will sit, on Tuesday, Nov. 3, 1857, at 10 o'clock.

For Judgment.

Error. Muggleton *v.* Barnett and Another. Heard Feb. 6, 1857.
" Gibbs and Others *v.* The Trustees of the Liverpool Docks. Heard Feb. 7 and June 19, 1857.
Appeal. Marriage *v.* The Eastern Counties Railway Co. and the London and Blackwall Railway Co. Heard June 20, 1857.

Births, Marriages, and Deaths.

BIRTHS.

BOOTH—On Oct. 16, at 3 New Cavendish-street, Portland-place, the wife of George Booth, Esq., Solicitor, of a daughter.
KELLY—On Oct. 18, at 4 Waltham-terrace, Blackrock, near Dublin, the wife of Henry Leland Kelly, Solicitor, of a daughter.
MAYHEW—On Oct. 16, the wife of Frederick Mayhew, Esq., of Chalcot-villas, Haverstock-hill, and of Argyll-place, Regent-street, of a daughter.
UDNY—On Oct. 17, at 10 Ormond-terrace, Regent's-park, the wife of George Udny, of Lincoln's-inn, Barrister-at-Law, of a daughter.

MARRIAGES.

BOULTON—SMITH—On Oct. 20, at the Parish Church, West Ham, Essex, by the Rev. A. J. Ram, Vicar, James, second son of William James Boulton, Esq., of Northampton-square and Holloway, to Mary

Ann, eldest daughter of Thomas Sidney Smith, Esq., of Great Tower-street, and Upton, Essex.

LYNE—COTTON—On Oct. 20, at Shermanbury, Sussex, by the Rev. Prebendary Lyne, Vicar of Tywardreath, Cornwall, assisted by the Rev. J. M. Glubb, Rector of Shermanbury, De Castro Fisher Lyne, Esq., of the Middle Temple, to Penelope Wheler, youngest daughter of John Cotton, Esq., of Westbourne-terrace, London.

DEATHS.

CLARKE—On Oct. 17, at Brompton, Mr. Thomas Robert Clarke, of 110 Fenchurch-street, London, Solicitor, aged 40.

COOPER—On Oct. 20, at 6 Baring-place, Exeter, in his 53rd year, Edward Priestly Cooper, of the Middle Temple, Barrister-at-Law.

EDMONDS—On Oct. 20, at 20 Clarendon-place, Plymouth, aged 26, Harriett Elizabeth, the only daughter of John Edmonds, Solicitor.

HASSARD—On Oct. 6, at the Queen's Hotel, Cheltenham, William Henry Hassard, Esq., Q.C., of Waterford, for many years Recorder of that city.

JARVIS—On Oct. 19, at King's Lynn, Lewis Weston Jarvis, Esq., aged 84

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BRINE, ALICIA CATHERINE, Widow, Blandford, £100 New 3 per cents.—Claimed by JAMES BRINE, administrator.

CHAMIER, Rev. WILLIAM, Lynn, Norfork, £29 : 8 : 8 Consols.—Claimed by WILLIAM CHAMIER.

DEVOLL, ELIZABETH, Widow, Two Waters, Herts, since wife of JAMES WANT, Gent., of the same place, £200 Consols.—Claimed by ELIZABETH CATLING, wife of GEORGE CATLING, administratrix to ELIZABETH WANT, wife of JAMES WANT, deceased (formerly DEVOLL, Widow).

HOLE, JOHN, Gent., Newport, Barnstaple, and WILLIAM HOLE, Surgeon, South Molton, Devonshire, £112 : 2 : 8 New 3 per Cents.—Claimed by WILLIAM HOLE, the survivor.

HINTON, WILLIAM SAMUEL, and JOHN GLOVER, Wardens of St. Saviour's, Southwark, and HERBERT STURMY, Gent., Wellington-st., London-bridge, £49 : 4 : 3 Consols.—Claimed by WILLIAM SAMUEL HINTON and HERBERT STURMY, the survivors.

MARRIOTT, WILSON, Lieut. 6th Regt. of Madras Cavalry, £19 : 19 : 4 Reduced.—Claimed by EMMA MARRIOTT, Widow, sole executrix.

OWEN, Rev. EDWARD, Clerk, KATHERINE OWEN, his wife, and EDWARD OWEN, jun., all of St. Leonard's, Wendover, Bucks, £20 Consols.—Claimed by EDWARD OWEN, and EDWARD OWEN, jun., the survivors.

WILSON, Rev. ROGER CARUS, Vicar of Preston, £27 : 5 Reduced.—Claimed by FRANCES HARRIET GOODLAND CARUS WILSON, Widow, sole executrix.

LANGLEY, THOMAS, deceased, Golding, Salop, £200 Old South Sea Annuities.—Claimed by FRANCES LANGLEY, Widow, administratrix.

MOORE, Rev. GEORGE, Wrotham, Kent, Rev. ROBERT MOORE, Hunton, Kent, and JOHN MOORE, Esq., Charles-st., Berkeley-sq., £1,000 Consols.—Claimed by Rev. ROBERT MOORE, the survivor.

Money Market.

CITY, FRIDAY EVENING.

The Bank of England raised their rate of discount on Monday last to 8 per Cent. It had stood at 7 per Cent. only since the previous Monday. A remarkable degree of tranquillity has existed in the Money Market under the pressure of this extraordinary rate of interest. The Bank of France raised their rate on Tuesday from 6½ to 7½ per Cent. This advance has not prevented great steadiness being maintained on the Paris Bourse. The rate of discount at Hamburg has advanced to 9½ per Cent., and the difficulty of obtaining money upon bills is reported to be very great.

The intelligence from America which caused last Monday's advance in the Bank rate of discount was accompanied by an additional long list of failures. Further information from thence, and also from the East Indies, is expected with great anxiety. The East India Company have given notice of an addition equal to four per Cent. on their bills on India. This added to a previous increase, is an effectual stop upon any drain from that quarter upon local resources in India. General stability is clearly seen in the trade and shipping interest of this country. A large portion of the dividends lately received at the Bank has been invested in stock, and the price of funds thereby maintained, notwithstanding the high rate of interest obtainable on bills. The fluctuations in the English Funds have been inconsiderable. Consols close this afternoon at 88¾ to ⅞ per Cent. The amount of specie shipped by the Indus on the 21st instant for India and China was £775,768.

From the Bank of England return for the week ending the 17th October, 1857, which we give below, it appears that the amount of notes in circulation is £20,183,245, being an increase of £193,135; and the stock of bullion in both departments is £9,524,478, showing a decrease of £585,465 when compared with the previous return. The reserve of notes in the banking department stands in the same account at £3,217,185, having suffered a reduction during the week of £807,215.

The advance in the rate of discount, on Monday, brings it up to 8 per cent.—the point at which it stood in the greatest excitement of the panic of 1847; but the state of domestic affairs in England is widely different now from then. We are at present enjoying the fruits of a productive harvest of superior quality. In 1847, famine in Ireland, and short supplies in England, made very large importations of food necessary. The demand was supplied; and a large body of speculators in corn failed in consequence of a fall in the price of wheat from 92*s.* 10*d.* per qr. in June, to 52*s.* 9*d.* in Sept. About the same time, the great East India establishments maintained by Reid, Irving, & Co., Lyalls & Co., and Cockerell & Co., suspended their payments. More than all, the almost incredible amount of railway undertakings which received the sanction of Parliament in 1846, and which involved an expenditure of £120,000,000, was to be provided for in 1847. The Bank rate of discount from January to September, 1847, was 4, 5, and 5½ per cent. In October, when the climax of embarrassment was reached, the rate of discount was advanced to 8 per cent.; but the commercial world was then too much alarmed by the apprehension of an insupportable drain of money to be satisfied with any degree of security that could be derived from a high rate of interest. Those who had plenty of money were afraid to part with it on any terms. The strain, partly real and partly artificial, became so intense that an urgent entreaty from bankers and merchants produced, on Monday the 25th of October, a letter from the First Lord of the Treasury and the Chancellor of the Exchequer, authorising the Bank to issue notes upon security at 8 per cent., without regard to the limitation of the Bank Act of 1844. Confidence was restored by this relaxation of the law, and the panic subsided without the additional assistance offered by the Government letter being resorted to.

The Directors of the Bank have profited by experience of the working of the Bank Restriction Act: they have gradually advanced their rate for discount to its present standing, and have thereby applied a timely check to the exportation of specie, both to the United States and to the continent of Europe. Their line of policy seems to receive the approbation and support of bankers and merchants; and the result is, the tranquillity which now prevails.

The pecuniary pressure which at present weighs so heavily in this country is felt in a great degree throughout Europe. It would, therefore, be incorrect to attribute our difficulties wholly to the panic in the United States. Nor, if we join thereto the pecuniary results of the convulsion sustained in the East Indies, shall we be correct in attributing exclusively to these two causes the very great derangement which our Money Market now has to sustain. As money is scarce and dear throughout the Continent, it will, of course, be scarce and dear in England. It does not, however, admit of any doubt that the previous and recent intelligence from America has chiefly been the cause of the successive advances in the rate of discount at the Bank, and also of considerable addition to our commercial embarrassments.

The origin of the extraordinary panic and stagnation which has obtained such wonderful dimensions in the United States is derived in some degree from the influence of the newspapers. A part of the press made it its daily business during many weeks before the panic assumed its present dimensions to publish statements that certain stocks and shares were worth little or nothing, and by persevering in these denunciations from day to day created insolvency in many cases where otherwise it never would have existed. The journals are to a great extent divided into supporters of the Bulls and the Bears, and the chief organ of the Bear party has long been engaged in circulating statements for the purpose of destroying the credit of all the principal railways. But without doubt there are other causes, real and substantial, to which the panic may be traced. Many railway undertakings are unremunerative, and several banks have got into difficulties from advances they have made to railways. Where undertakings, demanding large outlay of capital, depend so much as in the United States upon mutual support and accommodation—when the feeling of want of confidence comes into action, the rapidity and extent of its destructive operation is immense. To these causes may be ascribed the present general panic. It pervades all classes, and has paralysed the whole manufacturing and mercantile progress.

The agricultural and commercial state of the country is believed to be generally sound, and to show signs of vigour and prosperity which may be favourably contrasted with indications of similar character in previous times of difficulty. The crops have been unusually productive; and, although under the united influence of large supplies and commercial pressure prices

of agricultural produce decline, they continue remunerative. The planters who, on former occasions of difficulty were in debt to the merchants, are now comparatively free from embarrassment. The general community must suffer for some time, but there is no reason to expect any permanent obstacle to prosperity, nor more than a temporary suspension or diminution in the demand for the products of British industry in the United States.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	213	213½	214 12	214 12	212	210
3 per Cent. Red. Ann.	87½ ⅝	87½ ⅝	87⅝ ½ ⅝	87⅝	87⅝ ⅝ 8	87⅝
3 per Cent. Cons. Ann.	88⅝ 9	88⅛ ¼	88⅛ ⅛	88⅛ ¼ ⅜	88⅛ ¼ ⅜	88⅛
New 3 per Cent. Ann.	87⅛ 8⅜	87⅜ ⅝ ½	87⅛ ⅜ ⅝	87⅛ ¼	87⅜ 8	88⅛
New 3½ per Cent. Ann.	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	2	2	2 1-16	2	2
Do. 30 years (exp. Oct. 10, 1859	...	...	1 13-16	...	...	1⅞
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	2¼	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	17⅞ ⅝	...	17½	17⅝
India Stock	209	...	210 8	209½ 8½	210½	...
India Bonds (£1,000)	...	...	...	35s. dis.	35s. dis.	...
Do. (under £1,000)	30s. dis.	23s. dis.	23s. dis	25s. dis.	28s. dis.	...
Exch. Bills (£1,000) Mar.	4s. dis.	5s. dis.	12s. dis	13s. dis.	11s. dis.	...
June	...	...	...	...	...	...
Exch. Bills (£500) Mar	4s. dis.	6s. dis.	...	14s. dis.	12s. dis.	...
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	4s. dis.	6s. dis	10s. dis.	8s. dis.	9s. dis.	...
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	98⅛	98⅝ ¼	...	98⅛	...	...
Exch. Bonds, 1859, 3½ per Cent.	98	...	...	...	97⅝ ½	97⅝

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	4½
Law Life	63
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2½
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	79½ ⅝	77½ ¼ 8	77⅛ 8½	79¼	79	79¼ ⅛
Chester and Holyhead	...	31½	...	30½	...	...
East Anglian	18½	18¼ ⅛	18½	18	18⅛	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	90	90 89½	91	90	90	90
Edinburgh and Glasgow	...	...	...	62½	...	...
Edin., Perth. & Dundee	27½	27½	...	...	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	95¼ 4½	95¼ 4½	95¼	96 5½	95	95
Gt. South & West. (Ire.)	...	...	97½	...	...	...
Great Western	52¼ ⅜ ½	52 1⅛ ½	52¼ ½	52¼ ⅜ 2	52¼ ⅜	52 1⅛
Lancashire & Yorkshire	94½ ⅛	93½ 2⅜	92¼ 3⅜	93⅛ ¼ 4	93⅛ 3	93⅛ 3
Lon., Brighton, & S. Coast	102 3	102	102 3	102 3	...	...
London & North Western	96½	95½ ¼ ⅜	95⅜	96½ 5⅝	95⅜ 6	96 5⅜
London and S. Western	89½ ⅜ 9	89½	88⅜ 91	91¼	90⅛	89½ 9
Man., Shef., and Lincoln	39½ ⅛	...	38 7⅜	39	...	38¾
Midland	81 2½ 2	81½ ⅜ ¾	81⅜	82½ 1⅜	81½ ⅜ 2	82
Norfolk	...	59	...	...	...	...
North British	46½ 7½	47⅛ 8	48 7½	47⅝	...	...
North Eastern (Berwick)	92	91½	90⅝ 1	91¼ ⅛ 1	91¼ 1	91⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	30	...	29½	29½ ⅜	30	...
Scottish Central	101	...	...	102	...	...
Scot. N.E. Aberdeen Stock	...	...	...	...	...	...
Shropshire Union	47½	...	...	...	...	46⅛
South-Eastern	63½ ⅜	63 2½	62⅛	63⅜ ½	63½ ⅛	...
South-Wales	81 2	...	...	...	81⅜	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 17TH DAY OF OCTOBER, 1857.

Issue Department.

	£		£
Notes issued	23,400,430	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	8,925,430
		Silver Bullion	...
	£23,400,430		£23,400,430

Banking Department.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,254,541
Rest	3,222,817	Other Securities	20,539,565
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	4,833,021	Notes	3,217,185
Other Deposits	11,132,431	Gold and Silver Coin	599,018
Seven day & other Bills	869,070		
	£34,610,339		£34,610,339

Dated the 22nd day of October, 1857. M. Marshall, Chief Cashier.

London Gazettes.

NEW MEMBER OF PARLIAMENT.

Friday, *Oct.* 23, 1857.

Borough of Oldham.—William Johnson Fox, Esq., of Sussex-place, Regent's-park, Middlesex, *vice* James Platt, Esq., deceased.

Bankrupts.

Tuesday, *Oct.* 20, 1857.

BUDDLE, William, Builder, Delamere-ter., Paddington. *Pet. for Arrgmt.* June 16. Nov. 3, at 2.30, and Dec. 1, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers.

CARR, William, Cheesemonger, 151 Bishopsgate-st. Without, and Walworth-rd. *Pet.* Oct. 19. Nov. 3, at 12, and Dec. 3, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Teague, Crown-ct., Cheapside.

CHRISTIE, Meldrum, Baker, 412 Oxford-st. *Pet.* Oct. 19. Oct. 29, at 12.30, and Nov. 24, at 11.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Holmer, 24 Bucklersbury.

COLLINS, Fredrick, Pawnbroker, 116 and 117 Drury-la. *Pet.* Oct. 17. Nov. 3 and Dec. 1. at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Jaquet, 9 New-inn, Strand.

EARNSHAW, Alfred, Hosiery-dealer, Sheffield. *Pet.* Oct. 17. Oct. 31 and Nov. 28, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Unwin, Sheffield.

GIBBS, William, Soda-water Manufacturer, Shambles, Worcester. *Pet.* Oct. 8. Nov. 4 and 25, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Hughes, Worcester; or Smith, Birmingham.

JONES, Philip, Flannel Manufacturer, Newtown, Montgomeryshire. *Pet.* Oct. 12. Nov. 5 and Dec. 3, at 12; Liverpool. *Com.* Stevenson. *Off. Ass.* Bird. *Sols.* Rogerson & Peacock, 4 Chapel-st., Liverpool.

MATTHEWS, Thomas, & John Matthews, Turn-screw-makers, Sheffield. *Pet.* Oct. 17. Oct. 31 and Nov. 28, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Broadbent, Sheffield.

MOSLEY, Charles, & John Marlow Mosley (Mosley & Son), News Agents, 16 Catherine-st., Strand. *Pet.* Oct. 17. Oct. 31, at 1, and Dec. 1, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Rogerson & Ford, 31 Lincoln's-inn-fields.

ORFORD, William, Grocer, Gt. Yarmouth, Norfolk. *Pet.* Oct. 13. Oct. 29, at 11, and Dec. 3, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Sole, Turner, & Turner, Aldermanbury.

RODDA, William John, Builder, Albion-vlls., Tottenham-rd., Kingsland. *Pet.* Oct. 19. Oct. 30, at 11, and Nov. 27, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Crosley & Burn, 34 Lombard-st.

ROWLANDS, John, Joiner, Builder, and Licensed Victualler, St. Asaph, Flintshire. *Pet.* Oct. 17. Nov. 3 and 23, at 11; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Holt & Rowe, Liverpool; or Wyatt & Sisson, St. Asaph.

SLADE, John, & James Tally Vining, Attorneys and Money Scriveners, Yeovil, Somersetshire. *Pet.* Oct. 19. Nov. 2 and Dec. 9, at 11; Queen-st., Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Stogdon, Exeter; or Murley, Langport.

WILLIAMS, Ellis, Ironfounder, Black-bridge Foundry, Holyhead. *Pet.* Oct. 16. Nov. 6 and 27, at 12; Liverpool. *Com.* Stevenson. *Off. Ass.* Turner. *Sols.* Lowndes, Bateson, & Lowndes, Liverpool.

Friday, *Oct.* 23, 1857.

BEALEY, Richard R., & David Bealey, Shirt and Stock Manufacturers, Aytoun-st., Manchester. *Pet.* Oct. 12. Nov. 9 and 30, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Sturdy, 29 Bucklersbury; or Chapman & Roberts, Manchester.

BOWBEER, John (Whitwill & Bowbeer), Oil and Colourman, Bristol. *Pet.* Oct. 22. Nov. 3, and Dec. 1, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Britton & Son, Small-st., Bristol; or Savery, Clark, Fussell, & Prichard, Clare-st., Bristol.

CHANDLER, Thomas, Surgeon and Apothecary, 58 Paradise-st., Rotherhithe, Surrey, and also formerly a Brickmaker, at Otterham, Kent. *Pet.* Oct. 17. Oct. 30, at 11, and Dec. 4, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* Linklater & Hackwood, 17 Sise-la., Bucklersbury.

DAVIES, David, Grocer, Pontlottyn, Gelly-Fear, Glamorganshire, and Cwyn Saint Matthew, Monmouthshire. *Pet.* Oct. 20. Nov. 3, and Dec. 1, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Forward, Tredegar; or Bevan & Girling, Small-st., Bristol.

DOBSON, William, & John Thomas Robson, Silk Throwsters, Derby *Pet.* Oct. 20. Nov. 10 and Dec. 1, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Pickering, Derby.

HARDWICK, Tom William, & William Wilson, Drapers, Hunslet, Leeds. *Pet.* Oct. 19. Nov. 13 and Dec. 11, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Carlss & Cudworth, Leeds.

HASSELL, Samuel Talbot, Merchant, Kingston-upon-Hull. *Pet.* Oct.

17. Nov. 11 and Dec. 16, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Stamp & Jackson, Kingston-upon-Hull.

LEE, JOSEPH, Engine Manufacturer, Wolverhampton, Staffordshire. *Pet.* Oct. 13. Nov. 2 and Dec. 2, at 10.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Bolton, Wolverhampton; or E. & H. Wright, Birmingham.

POOL, FREDERICK WILLIAM, Licensed Victualler and Shoemaker, Bristol. *Pet.* Oct. 20. Nov. 5 and Dec. 7, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol.

SHAW, EDWARD, Draper, Kingston-upon-Hull. *Pet.* Oct. 6. Nov. 4 and Dec. 9, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Sale, Worthington, & Shipman, Manchester; or Richardsons & Gaunt, Leeds.

SIBLEY, HENRY, Mining Agent, 4 Birchin-la., Cornhill. *Pet.* Oct. 21. Nov. 5, at 11, and Dec. 3, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Philp, 26 Bucklersbury.

SIDDEN, THOMAS, Coal, Timber, and Flint Merchant, Rochester, Kent. *Pet. for argt.* Oct. 16. Nov. 3, at 12.30, and Dec. 4, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Dalton, 9 King's Arms-yd.

SISSONS, EDWARD BREAREY, Grocer, York. *Pet.* Oct. 20. Nov. 5 and Dec. 4, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Gell, jun., York; or Bond & Barwick, Leeds.

SWIRE, WILLIAM, Barden, near Skipton, Yorkshire, & JAMES BLAIR, Shipley; carrying on business in copartnership at Barden (Swire & Blair) as Contractors and Builders. *Pet.* Oct. 13. Nov. 5 and Dec. 4, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Terry, Watson, & Watson, Bradford; or Bond & Barwick, Leeds.

WYCH, THOMAS, Innkeeper, Macclesfield, Cheshire. *Pet.* Oct. 21. Nov. 4 and 25, at 1; Manchester. *Off. Ass.* Hernaman. *Sols.* Parrott, Colville, & May, Macclesfield.

MEETINGS.

TUESDAY, *Oct.* 20, 1857.

ADAMS, SAMUEL (Samuel Adams & Co.), Banker, Ware, Herts. Oct. 30, at 11; Basinghall-st. *Com.* Fane. *Prf. of a Debt.*

ANDREWS, HENRY QUINCY, American Drug Merchant, 373 Strand. Nov. 10, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

BAILEY, WILLIAM, jun., Carver, Gilder, and Looking-glass Maker, 68 Buttesland-st., Hoxton. Nov. 11, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

BURGESS, SAMUEL, Salt Manufacturer, Wharton, Cheshire. Nov. 11, at 12; Liverpool. *Com.* Perry. *Div.*

CAMERON, WILLIAM OGILVIE, Export Oilman, 9 Camomile-st. Nov. 10, at 11 30; Basinghall-st. *Com.* Fonblanque. *Div.*

COLLETT, MARTIN, Miller, Stanley Downton, Leonard Stanley, Gloucestershire. Nov. 10; Bristol. *Com.* Hill. *Last Ex.* (whichstood adj. *sine die*).

COX, HENRY IVIMEY, Grocer, High-st., Stratford, West Ham, Essex. Nov. 10, at 12.30; Basinghall-st. *Com.* Evans. *Div.*

FOA, OCTAVE, Merchant, 55 Old Broad-st. Nov. 11, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

FOSCOLO, PETER GEORGE (P. G. Foscolo & Co), Corn Merchant, 3 Dunster-ct., Mincing-la. Nov. 10, at 11; Basinghall-st. *Com.* Evans. *Div.*

GLINISTER, GEORGE WILLIAM, 1 Spring-gdn.-pl., Stepney, & WILLIAM JOSEPH GLINISTER, 7 Green-st., Stepney, Grocers and Copartners. Nov. 10, at 12; Basinghall-st. *Com.* Evans. *Div.*

HEWITT, JOHN, jun., Miller and Flour-seller, late of Halvergate, Norfolk, and now abroad, beyond the seas. Oct. 30, at 12; Basinghall-st. *Com.* Fane. *Last Ex.*

JAMES, THOMAS EDWARD, Wine and Spirit Merchant, Cowbridge, Glamorganshire. Nov. 26, at 11; Bristol. *Com.* Hill. *Fur. Div.*

KEATING, THOMAS, Druggist, 79 St. Paul's-churchyd. Nov. 10, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

MARSHALL, THOMAS, Boot and Shoe Maker, Hartlepool, Durham. Nov. 13, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

MITCHELL, WILLIAM, HENRY MITCHELL, & JOHN MITCHELL (W. Mitchell & Bros.), Worsted Spinners, Hoarstones, Forest of Pendle, Lancashire. Nov. 11, at 1; Manchester. *Com.* Skirrow. *Fur. Div.*

MORRIS, WILLIAM, Grocer, Liverpool. Nov. 11, at 12; Liverpool. *Com.* Perry. *Div.*

MORSE, FREDERICK (Morse & Co.), Rice and Spice Merchant, 2 Dunster-ct., Mincing-la. Nov. 10, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

PARR, JOHN, Woollendraper, Wolverhampton, Staffordshire. Nov. 11, at 10.30; Birmingham. *Com.* Balguy. *Dir.*

ROBERTS, WILLIAM FLETCHER, Apothecary and Surgeon, Moreton-in-the-Marsh, Gloucestershire. Nov. 26, at 11; Bristol. *Com.* Hill. *Div.*

ROSE, WILLIAM, Baker, 165 Kingsland-rd., St. Leonard, Shoreditch. Nov. 10, at 12; Basinghall-st. *Com.* Evans. *Div.*

RYDER, THOMAS, Merchant, 76 Old Broad-st. Nov. 10, at 12.30; Basinghall-st. *Com.* Holroyd. *Div.*

SOLOMON, SOLOMON, Tailor, 1 Strand. Nov. 10, at 1.30; Basinghall-st. *Com.* Fonblanque. *Dir.*

WALKER, JOHN (J. Walker & Co.), Tobacconist, Liverpool and Rochdale, Lancashire. Nov. 12, at 11; Liverpool. *Com.* Stevenson. *Div.*

WILLIAMS, JOSEPH, Tailor, 4 Rochester-ter., Vauxhall-bridge-rd. Nov. 10, at 2; Basinghall-st. *Com.* Fonblanque. *Dir.*

FRIDAY, *Oct.* 23, 1857.

ARCHER, GEORGE, Corn and Seed Merchant, Great Clacton, near Colchester, Essex. Nov. 3, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Aug. 6) *Last Ex.*

ASHLING, ROBERT, Brewer, Duxford, Cambridgeshire. Nov. 11, at 12; Basinghall-st. *Com.* Goulburn. *Last Ex.*

BARRY, JOHN, Linen and Woollen Draper, Cashel, Clonmel, Tipperary; also trading at Manchester under style of John Barry & Co. Nov. 16, at 1; Manchester. *Com.* Skirrow. *Dir.*

BEE, FRANCIS, Table Knife Manufacturer, Sheffield. Nov, 14, at 10; Council Hall, Sheffield. *Com.* West. *Div.*

BENJAMIN, LEWIS, Fish Merchant, 28 Jewry-st., Aldgate. Nov. 17, at 1; Basinghall-st. *Com.* Holroyd. *Dir.*

BIRCH, ANTHONY, Grocer, Birmingham. Nov. 16, at 10; Birmingham. *Com.* Balguy. *Dir.*

GROTTICH, SAMUEL, Hatter, 188 Blackfriars-rd. Nov. 3, at 12.30; Basinghall-st. *Com.* Fonblanque. (*By Adj.* from July 15) *Last Ex.*

HIGGINS, CHARLES, Brewer, Bridge-st., Salisbury, Wilts. Nov. 13, at 1; Basinghall-st. *Com.* Evans. *Div.*

JACKSON, ROBERT, Shipowner and Merchant, 27 Lombard-st. Nov. 13, at 11; Basinghall-st. *Com.* Evans. *Div.*

LONG, FREDERICK, Warehouseman, 4 King-st., Cheapside; also carrying on business at 29 Ironmonger-la. (Thomas Lamb Atkinson) as Warehouseman; and at 11 Faulkner-st., Manchester (Oliver Long & Co.) as Foreign Agent; and residing at 1 Earl's-ct., Brompton. Nov. 17, at 2; Basinghall-st. *Com.* Holroyd. *Dir.*

MOSS, JOSEPH, Tobacco Manufacturer, Liverpool. Nov. 16, at 11; Liverpool. *Com.* Perry. *Div.*

REDPATH, LEOPOLD, Dealer in Shares, 27 Chester-ter., Regent's-pk., and of the Gt. Northern Railway Company's Office, King's-cross. Nov. 16, at 12; Basinghall-st. *Com.* Goulburn. *Dir.*

ROBERTSON, HENRY, Commission Agent, 3 St. Michael's-alley, Cornhill. Nov. 4, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Aug. 18) *Last Ex.*

SOTHERN, WILLIAM, Glass Dealer, Liverpool. Nov. 16, at 11; Liverpool. *Com.* Perry. *Dir.*

DIVIDENDS.

TUESDAY, *Oct.* 20, 1857.

BETTS, JOHN, Grocer, Bristol. Div., 5*s.* 9*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

CROSFIELD, AARON, Brewer, Tymawr. Final. ½*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

DANCE & WANE, Druggists, Fairford. Div., 9*s.* 9*d.* *Miller*, 19 St. Augustine's-parade, Bristol; on Wednesday, Oct. 28, or any Thursday, 11 to 1.

DANCE, JOHN, Fairford. Div., 1*s.* 3*d.* sep. est. *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

DAWE, JOHN AVERY NANSCAWEN, JAMES HODGES COTTRELL, & THOMAS BENHAM, Seed Merchants, Lawrence Pountney-la., Cannon-st., and Moorgate-st. Second, 8*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

EVANS, JOHN, Bleacher, Spring Vale Works, Whitefield. First, 3*s.* 3*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

GAIGER, CHARLES, Draper, Hyde-st., Winchester. First, 4*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

GATHERCOLE, JAMES, Envelope Manufacturer, Eltham, Kent. Second, 6¾*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

MUNDY, HENRY, Ironmonger, Gloucester. Div., 11*s.* 9*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

POILE, ANN SOPHIA, Pawnbroker, late of 26 Bridge-rd., Lambeth, and now of 27 Gt. Suffolk-st., Southwark. First, 5*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

SANKEY, JOSEPH, Wheelwright, Salford, Lancashire. First, 1*s.* 1½*d.* *Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 to 1.

STEPHENS, WILLIAM, Cattle-dealer, Gloucester. Div., 1*s.* 6*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

WEST, JOSEPH, Miller, Beckington. Div., 3*s.* 4*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

FRIDAY, *Oct.* 23, 1857.

HAIR, JOHN, Ship and Insurance Broker and Timber Merchant, Newcastle-upon-Tyne. First, 5*s.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

JOHNSTON, WILLIAM, Currier, Whitehaven. First, 9*s.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

M'KAY, THOMAS CUTHBERT, & JOHN M'KAY, jun., Hosiers, Newcastle-upon-Tyne. First, 4*s.* 10*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

RICHARDSON, GEORGE DAVY, Ironfounder, Carlisle. First, 10*s.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

TENT, WILLIAM, Hosier, 21 Royal-exchange. First, 2*s.* 1½*d.* *Lee*, 20 Aldermanbury; next four Wednesdays, 11 to 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Oct.* 20, 1857.

ALDEN, ROBERT FORSTER, Tinman and Brazier, St. Stephen's-plain, Norwich. Nov. 16, at 11; Basinghall-st.

BRANGWIN, CASTLE, jun., Grocer, Blackheath-rd., Greenwich, and High-st., Deptford. Nov. 12, at 2; Basinghall-st.

ELLIS, OWEN, Stone and Marble Mason, Liverpool. Nov. 10, at 11; Liverpool.

FOOT, JOSEPH, Builder, Alma-pl., Plymouth. Nov. 12, at 10; Athenæum, Plymouth.

GREENWOOD, THOMAS, & SAMUEL KING, Builders and Contractors, Cannon-st. and St. Aubyn-st., Devonport; on application of S. King. Nov. 12, at 10; Athenæum, Plymouth.

HOBSON, JOHN OVERTON, Corn Merchant, Long Sutton, Lincolnshire. Nov. 10, at 10.30; Shire-hall, Nottingham.

LEWTON, CHARLES, Publican, Maesteg, Glamorganshire. Nov. 17, at 11; Bristol.

MARSHALL, THOMAS, Boot and Shoe Maker, Hartlepool, Durham. Nov. 13, at 12.30; Royal-arcade, Newcastle-upon-Tyne.

MASON, EDMUND LILLYCRAPP, Innkeeper and Brewer, Old Town-st., Plymouth. Nov. 12, at 10; Athenæum, Plymouth.

MATTHEWS, JOHN, jun., Statuary and Marble Mason, Union-st., Plymouth, and Union-st., Stonehouse. Nov. 12, at 10; Athenæum, Plymouth.

MELVILLE, HECTOR, Cooper and Ship Joiner, Liverpool. Nov. 10, at 12; Liverpool.

NEALES, GEORGE WILLIAM, Upholsterer, 482 New Oxford-st. Nov. 11, at 1; Basinghall-st.

OXLEY, GEORGE PREVOST, Merchant and Shipowner, Liverpool. Nov. 10, at 11; Liverpool.

PRUDAY, THOMAS DANSON, Tavern-keeper, Clanricarde Tavern, 3 and 7 Rupert-st., Haymarket. Nov. 11, at 2; Basinghall-st.

SHEARCROFT, GEORGE, Grocer, Long Sutton. Nov. 10, at 10.30; Shire-hall, Nottingham.

SWAN, JOHN, Merchant, 150 Leadenhall-st. Nov. 11, at 2; Basinghall-st.

SYERS, MORRIS ROBERTS, JAMES WALKER, & DANIEL BACKHOUSE SYERS (Syers, Walker, & Co.), Merchants, Ball-alley, Lombard-st.; and at Liverpool (Syers, Walker, & Syers). Nov. 11, at 11; Basinghall-st.

FRIDAY, *Oct.* 23, 1857.

BRIDGES, JOHN, & CHARLES JOHN CARR, Millwrights, Belper, Derbyshire. Nov. 24, at 10.30; Shirehall, Nottingham.

DAVIES, DAVID, Grocer, Llandilofawr, Carmarthen. Nov. 24, at 11; Bristol.

EVERITT, EDWARD COLE, Plumber and Glazier, East Rudham, Norfolk. Nov. 16, at 12.30; Basinghall-st.

HODGE, JOHN SCAIFE, Miller, Pocklington, Yorkshire. Nov. 13, at 11; Leeds.

M'KEAN, ANDREW, Timber Merchant; lately in copartnership with John Ferrier (M'Kean, Ferrier, & Co.), Southampton. Nov. 16, at 1; Basinghall-st.

OAKES, WILLIAM, Edge Tool Manufacturer, Sheffield. Nov. 14, at 10; Council Hall, Sheffield.

PERRIN, JOHN GOOLDEN, WILLIAM LIONEL FREESTONE, & SAMUEL WILLIAM TUCKEY, Merchants, 15 Gt. St. Helen's, and 29 Queen-sq., Bristol. J. G. Perrin and S. W. Tuckey are now of 29 Queen-sq., and W. L. Freestone is now of 15 Gt. St Helen's. On application of the said bankrupts severally. Nov. 17, at 11; Bristol.

SELLERS, GEORGE HENRY, late of Rumford-pl., Liverpool, trading with Hugh Spooner Sands, under style of G. H. Sellers & Co.; and late of Bever-st., New York, under style of Sellers, Sands, & Co., but now of 1 A Westbourne-park-rd., Paddington, Merchant. Nov. 16, at 11.30; Basinghall-st.

SIDDONS, JAMES, Grocer, Sheffield. Nov. 14, at 10; Council-hall, Sheffield.

SIMPSON, ROBERT, Draper, Sedgefield, Durham. Nov. 17, at 1; Royal-arcade, Newcastle-upon-Tyne.

TONGE, JAMES SOTHERN, Commission Agent, Liverpool. Nov. 13, at 11; Liverpool.

WHITE, CHARLES HENRY, China Man and Glass Dealer, Southampton. Nov. 14, at 11.30; Basinghall-st.

WRIGHT, WILLIAM WILD, Grocer, Stockport, Cheshire. Nov. 13, at 1; Manchester.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Oct.* 20, 1857.

BLACKMAN, WILLIAM, Victualler, Railway Tavern, Northfleet, Kent. Oct. 16, 2nd class.

BUSHER, JOHN, Livery-stable-keeper, 34 New Bond-st. Oct. 16, 2nd class.

CLAYTON, THOMAS, & THOMAS SANDERS, Slaters, Liverpool. Oct. 15, 1st class.

DANIEL, GEORGE WYTHE, Hotel and Boarding-house-keeper, and Lunatic Asylum Keeper, Harts, Woodford, Essex. Oct. 16, 2nd class.

DUVALL, CHARLES, Provision Merchant, 9 Crosby-row, Walworth-rd., Surrey, and Queen's-bldgs., Knightsbridge, Middlesex. Oct. 16, 1st class.

FLEMING, THOMAS, Merchant and Commission Agent, Liverpool. Oct. 16, 2nd class.

GRIMSDALE, WILLIAM HENRY, & THOMAS HART GRIMSDALE, Common Brewers, Uxbridge. Oct. 15, 2nd class; having been suspended four months.

LIDBETTER, WILLIAM HENRY, Corn and Hop Dealer, Tonbridge-wells, Kent. Oct. 16, 2nd class.

LYON, WILLIAM, Butcher, Guildford, Surrey. Oct. 13, 2nd class.

MARTIN, GEORGE HENRY, Tallow-chandler, 84 and 85 Cow Cross-st., St. Sepulchre's, Middlesex, and 10 Cambridge-ter., Dalston. Oct. 12, 2nd class.

MIDDLEWOOD, WILLIAM, & WILLIAM ANDERSON, Joiners and Builders, now or late of Greenheys, Manchester. Oct. 14, 3rd class.

MOLYNEUX, SAMUEL, Mill-sawyer, Oliver's-yd., City-rd. Oct. 16, 2nd class.

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Oct. 15, 2nd class; having been suspended for six months.

PIPER, JOSEPH, Furnishing Ironmonger, 92 High-st. and 4 Spencer-st., Shoreditch. Oct. 16, 2nd class.

RUST, ALFRED, Hosier, 32 Hedge-row, Islington-green. Oct. 16, 2nd class.

SEXBY, JOHN, Builder, 62 Vauxhall-walk, Lambeth. Oct. 16, 1st class.

TRISTRAM, HENRY, Broker, Liverpool. Oct. 14, 2nd class.

WHEELDON, JOHN, Packing-case and Cabinet Manufacturer, Manchester. Sept. 29, 2nd class.

FRIDAY, *Oct.* 23, 1857.

BANYARD, JOHN, Brewer, Royal Sovereign Inn, Shoreham, Sussex. Oct 17, 2nd class.

BISHOP, ROBERT, Hotel-keeper, Oriental Hotel, Vere-st., Oxford-st. Oct. 20, certificate, having been suspended for three years.

BUNNY, HENRY, Brickmaker and Cattle-dealer, Newbury, Berks. Oct. 17, 2nd class.

COLLINS, CHARLES HAMILTON, Merchant, late of 20½ Gt. St. Helen's, now of 1 Winchester-bldgs., Southwark-bridge-rd., Southwark. Oct. 17, 3rd class; having been suspended for twelve months from passing last examination.

COX, HENRY IVIMEY, Grocer, High-st., Stratford, West Ham, Essex. Oct. 19, 2nd class.

DICKSON, JOHN, Warehouseman, 48 Bread-st. Oct. 19, 2nd class.

HOLLAND, HENRY, Builder, Leyland, Lancashire. Oct. 16, 1st class.

JONES, WALLACE ALFRED, Teadealer, 7 Rose-ter., West Brompton, Middlesex. Oct. 15, 2nd class.

LASHMAR, GEORGE, Seed Crusher, 7 Bond-st., Brighton; formerly of Tortington Mills, Arundel. Oct. 20, 2nd class.

OBBARD, ROBERT HENRY, Lead Merchant, 68 Old-st.-rd., Shoreditch. Oct. 17, 1st class.

WALLINGTON, WILLIAM FORD, Tailor, Oxford. Oct. 17, 2nd class.

WOOD, JAMES, Cheese Factor, Shudehill, Manchester. Oct. 16, 2nd class.

Professional Partnership Dissolved.

TUESDAY, *Oct.* 20, 1857.

JACOMB, WILLIAM, & FREDERICK WILLIAM JACOMB, Solicitors and Attorneys-at-Law, Huddersfield, Yorkshire; by mutual consent. Debts paid and received by F. W. Jacomb, at his abode and offices, in Buxton-rd., Huddersfield. Oct. 16.

Creditors under Estates in Chancery.

TUESDAY, *Oct.* 20, 1857.

CHADWICK, WILLIAM (who died in Dec. 1852), Builder and Contractor, late of Grove-pk., Camberwell. Creditors to come in and prove their debts on or before Nov. 7, at Master of the Rolls' Chambers.

FRIDAY, *Oct.* 23, 1857.

ROBSON, JOHN (who died on May 17), Coachmaker, 21 South-st., Grosvenor-sq. Creditors to come in and prove their debts on or before Nov. 10, at V. C. Wood's Chambers.

Assignments for Benefit of Creditors.

TUESDAY, *Oct.* 20, 1857.

GOUGH, JOSEPH, Draper, Portishead, Somersetshire. Oct. 10. *Trustees*, G. Sharp, Old-change, and S. Northcote, Watling-st., Warehousemen; both in London. *Sols.* Mason & Sturt, 7 Gresham-st.

HENN, SAMUEL, & THOMAS HADDON, Rivet-makers, Birmingham. Oct. 12. *Trustees*, J. Cornforth, Wire-drawer, Birmingham; J. Tomlinson, Wire-drawer, Dog Pool Mills, Northfield, Worcestershire. *Sol.* Collis, 38 Bennitt's-hill, Birmingham.

HYDE, THOMAS RICHARDSON, Woollendraper, Chester. Sept. 28. *Trustees*, J. R. Breach, and W. Hall, Cloth Merchants, Leeds. *Sol.* Smith, 4 Park-row, Leeds.

MARENDAZ, FRANCIS HENRY, Draper, Aberavon, Glamorganshire. Oct. 5. *Trustees*, J. T. Stuttard, Wood-st., and S. Wreford, Aldermanbury, Warehousemen; both in London. *Sols.* Mason & Sturt, 7 Gresham-st.

FRIDAY, *Oct.* 23, 1857.

HALE, CHARLES SOLOMON, Tailor, 43 and 44 Myddleton-st., Clerkenwell. Oct. 15. *Trustees*, J. Hopkins, Woollen Warehouseman, Shoreditch; D. S. Pigott, Button Manufacturer, Gresham-st. *Sol.* Scott, 4 Skinner-st., Snow-hill.

LYNOTT, MICHAEL, Draper, Liverpool. Oct. 2. *Truster*, W. C. Bird, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

M'GILLIVRAY, FARQUHAR, Draper, Merthyr Tydfil, Glamorganshire. Oct. 17. *Trustees*, R. M'Master, Shipowner, Pembroke Dock, Pembrokeshire; R. Southall (Southall & Ponsford), Woollen Manufacturer, King-st., Cheapside. *Sol.* Bell, 9 Bow-churchyard.

SMITH, THOMAS, Builder, Nottingham. Oct. 17. *Trustees*, J. Edwards, Timber Merchant, Nottingham; T. Danks, Iron Merchant, Nottingham. *Sols.* Percy & Goodall, Nottingham.

TREWICK, JOSEPH, Draper, South Shields. Oct. 12. *Trustee*, T. Y. Strachan, Agent, South Shields. *Sol.* Wawn, jun., 76 King-st., South Shields.

Winding-up of Joint Stock Companies.

LIMITED, IN BANKRUPTCY.

TUESDAY, *Oct.* 20, 1857.

GROUX'S IMPROVED SOAP COMPANY (Limited).—A petition for the winding up of this Company has been presented by a contributory, and will be heard before Mr. Com. Fonblanque, on Oct. 28, at 11.

HOUSEHOLDERS' GENUINE BREAD AND FLOUR COMPANY (Limited).—A petition for the winding up of this Company was presented on Oct. 14, and will be heard by Mr. Com. Holroyd, on Nov. 12, at 11.

UNLIMITED, IN CHANCERY.

FRIDAY, *Oct.* 23, 1857.

IRISH BEET SUGAR COMPANY.—A petition for the dissolution and winding up of this Company was presented on Oct. 13, to the Lord High Chancellor of Ireland, by Henry Barton, Gent., which will be heard before the Master of the Rolls on Nov. 4.—Reeves, Sol., 8 Upper Gloucester-st., Dublin.

Scotch Sequestrations.

TUESDAY, *Oct.* 20, 1857.

CRAIG, JOHN, jun., Papermaker and Coalmaster, Moffat Mills, near Airdrie. Oct. 27, at 12, Globe Hotel, George-sq., Glasgow. *Seq.* Oct. 15.

HOFFMAN, JOHN RUPARTIE, Plane and Edge-tool Manufacturer, Lothian-rd., Edinburgh. Oct. 24, at 12, Stevenson's-rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* Oct. 15.

M'MILLAN, WILLIAM, Boot and Shoe Dealer, Barrhead, Renfrewshire. Oct. 26, at 2, Dodd's Hotel, County-pl., Paisley. *Seq.* Oct. 16.

NEILL, ROBERT, Coach Proprietor, late of 4 Albany-st., now of Old Broughton, Broughton-markets, Edinburgh. Oct. 23, at 2, Dowells & Lyon's Sale-rooms, 18 George-st., Edinburgh. *Seq.* Oct. 14.

FRIDAY, *Oct.* 23, 1857.

GUTHRIE, WILLIAM, Wright, Ballendrick, Dunbarney, Perthshire. Oct. 28, at 12; Procurator's Library, Perth. *Seq.* Oct. 16.

LAIRD, ROBERT, WILLIAM THOMSON, & WILLIAM SMITH, Merchants, Glasgow and Paisley. Oct. 30, at 1; Globe Hotel, George-sq., Glasgow. *Seq.* Oct. 17.

MILLAR, LEANDER (Leander, Millar, & Co.), Lace and Sewed Muslin Merchant, Glasgow. Oct. 28, at 12; Globe Hotel, George-sq., Glasgow. *Seq.* Oct. 19.

SHIRRA, JAMES, Draper, Stirling. Oct. 29, at 11; Campbell's Golden Lion Hotel, Stirling. *Seq.* Oct. 17.

SMITH, WILLIAM, & GEORGE LANCASTER (W. Smith & Co.), Calico Printers, Glasgow. Oct. 30, at 12, Procurator's-hall, St. George's-pl., Glasgow. *Seq.* Oct. 21.

STEPHENS, JOHN EDWARD, Northumberland-st., Edinburgh, formerly Banker; lately of Gothic-lodge, Twickenham, Middlesex; and also a Partner of the Branksea Clay Company, London, and Poole, Dorsetshire; also Partner of "Letts' Wharf," carrying on business as Sawyers and Timber Merchants, Commercial-rd, Lambeth; and also lately a Partner of "Minter & Co.," Upholsterers, Frith-st., Soho-sq. Oct. 28, at 2, Stevenson's-rooms, St. Andrew-sq., Edinburgh. *Seq.* Oct. 19.

SUTHERLAND, JAMES NOBLE, Plumber and Lead Merchant, Glasgow. Oct. 30, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Oct. 20.

WILSON, WILLIAM, Draper, Keith, Banff, now deceased. Oct. 30, at 1, Gordon's Arms, Inn, Keith. *Seq.* Oct. 21.

TO SUBSCRIBERS.—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the* WEEKLY REPORTER *from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company,* MR. WILLIAM SHAEN.

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*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE SOLICITORS' JOURNAL.

LONDON, OCTOBER 31, 1857.

PROGRESS OF THE REGISTRATION QUESTION.

One result of the Conferences held at Birmingham will undoubtedly be this: that the minds of the laity, and especially of landowners, will be attracted to the consideration of a subject which has hitherto been looked upon almost exclusively as the domain of lawyers. We publish elsewhere an abstract of a paper read at the meeting by Mr. Wakefield, which places this question of facilitating the transfer of land in an aspect most interesting to the politician, by showing that it is intimately connected with social and economical improvement. Mr. Wakefield argues that the strenuous industry of the population is essential to the national prosperity; that the desire of possessing property is the most powerful incentive to exertion; and that, among all sorts of property, none is so much desired as land, and, therefore, whatever tends to give greater freedom to the acquisition of land must necessarily add to the greatness and strength of England.

We believe that opinions differ very much as to the probable effect upon ordinary conveyancing transactions of such an alteration of the law as is proposed in the report on registration. But surely it is possible to conceive, that, under a simpler and more expeditious system of land transfer, there might be a very great increase in the number of small purchases. At Birmingham the lawyers told the laymen that the practice of conveyancing might be so far freed of technicalities, as to enable land to be transferred with the same facility as stock. The immense value of such a change as this, supposing it to be practicable, was immediately appreciated by Lord John Russell, the President of the Section, and he declared himself, with a good deal of emphasis, to be an advocate of the proposed reform. Now, it appears to us to be most desirable that the importance of this incident should be adequately appreciated by all our readers. We believe that if any leading politician of any party should be induced on a leisure day to master the main outlines of this question, he would become thenceforward a supporter of the scheme of registration. Can anybody doubt that all the leading social reformers collected at the Conferences at Birmingham would, if the point were fully and clearly put to them, prove unanimous in their agreement with Lord John Russell? The difficulties which lawyers apprehend will never be appreciated by laymen; and the intelligent public, as it learns to think upon this subject, will answer professional objections with the old adage, that "where there is a will there is a way."

For our own part, we are persuaded that a great and beneficial change will sooner or later be introduced into the law of real property by the adoption of a plan of registration. We think that the national benefits of this change would be very great, and that Mr. Wakefield, in his paper, has not exaggerated the value to the community of the stimulus to productive industry that would be thus supplied. We do not leave out of view the possible operation of the scheme upon the immediate interests of practitioners. Happily, however, we are by no means singular in holding that the expediency of law reforms should be considered irrespective of these apprehended consequences. At Birmingham, the topic of land transfer was succeeded by a discussion upon bankruptcy, and here the emoluments of solicitors were dealt with in the most uncompromising spirit. In bankruptcy, says Mr. Lloyd, in a paper which we elsewhere publish, solicitors' charges constitute on an average one-third of the expense of administration, and a large proportion of these charges are made for duties, which, not being strictly professional, might be more cheaply performed otherwise, or which need not be performed at all. Now, this proposition may perhaps startle some of our readers who meet with it for the first time; but the paper containing it was prepared and read with the concurrence of many lawyers, and we believe that its conclusions will be seen on reflection to be indisputable. If it be the fact that the enormous expense of proceedings in bankruptcy renders a resort to the court the exception rather than the rule, is it not likely that a large reduction of the legal and other charges would render such proceedings, in all cases of insolvent traders, the rule rather than the exception? And can it be doubted that the practitioner would gain on the nine cases thus brought before the court far more than he would lose upon the one which now is overburdened with extravagant or unnecessary fees? A simpler and more economical procedure before tribunals which, either by the aid of the county courts, or in some other manner, should be rendered more readily accessible—this is a reform which the trading interests of the country imperatively demand, and which we believe would largely increase the emoluments of solicitors.

The instance of bankruptcy is only one of many where lawyers have wisely discerned and acted upon the principle, that what is best for the community is also most advantageous in the long run for their own order. But we have chosen this example because there are insolvent traders in every part of England; and a bankruptcy tribunal is, or ought to be, accessible in every town and district. The subject is, therefore, one that concerns provincial practitioners fully as much as it does their London brethren; and we would ask the former to consider whether Mr. Lloyd's paper does not suggest reflections which are by no means inapplicable to the subject of land transfer? Might not the "unpopularity" which is ascribed to the Courts of Bankruptcy be predicated with almost equal justice of the existing system of conveyancing? Is there not some reason to believe, that, with the small capitalist or the possessor of slowly accumulated savings, an investment in land is the exception rather than the rule? Is it not possible, that, where there is one conveyancing transaction under the existing law, there might be ten under a simpler, and cheaper, and more generally intelligible system? Is it an extravagant supposition that the social advantages described by Mr. Wakefield would result from the alteration of the law?—and even if it were clear that the lawyers would lose, instead of gaining, by such a change, could any honest and prudent adviser recommend them to insist upon their own selfish interest in opposition to the general good?

While, however, we concur in the resolution passed at Birmingham, that "the present system of transfer of land is, from the expense and delay inseparable from it, a great social evil," we are very far from regretting that the meeting did nothing more than add to their vote the safe general proposition, that the remedy for the declared evil "lies in the direction of registration." It will comfort our many friends who are, as we believe,

unnecessarily disquieted upon this subject, to observe, that the great Social Conference at Birmingham has not advanced, nor, indeed, was likely to advance, to the practical discussion of the carrying out of the desired reform. The plan has been declared, and we believe justly, to be a good plan; but the all-important question is—how can it be made to work? and no adequate answer to that question has been yet produced, nor do we see at present any very strong encouragement to expect one. The readers of papers were exceedingly successful in proving that something ought to be done, but their attempts to explain what that something ought to be are ill-considered and insufficient or mistaken. It is true that the Report of the Commission contains the sketch of a Bill which was probably intended to exhibit the plan of the Commissioners in a working shape, or rather, perhaps, as a first approximation to a more deliberate and accurately finished draft. Whatever was the author's purpose, his work is by no means perfect; and a Bill of Lord Brougham's, brought in towards the end of last session, is a far less satisfactory attempt than even that of the Commission to meet the difficulties of the task. It is true that we have now got Sir Fitzroy Kelly pledged to legislative activity; but if he perseveres in urging such a measure as he described at Birmingham, he can only be regarded as a fresh and eager candidate for a place upon the long list of ambitious, but unsuccessful, law reformers. There remains among the advocates of a cheap and speedy transfer of land the eminent name of Lord John Russell. We do not undervalue the importance of his accession to the cause; and, indeed, it was one of our leading purposes in this article to call the serious attention of our readers to this fact of grave significance. But the utmost that can be expected of the distinguished politician is, that when the Bill has been drawn and settled by astute and experienced lawyers, fully alive to the magnitude of their task, he will lend his influence in Parliament to the carrying of one more great reform. The difficulties of framing the measure are very considerable, but we are perfectly satisfied that they may be overcome. The triumph, however, does not seem likely to be a speedy one; and, for the sake of our provincial friends, we are perfectly well content that ample time should be allowed for the dissipation of prejudices and the quieting of alarms, which we confidently expect will yield at length to truth and reason.

CHANCERY JUDGES' CHAMBERS.

We this day publish the new regulations for the conduct of business at the Chancery Judges' Chambers, which have been adopted by the authority of the Master of the Rolls and the three Vice-Chancellors, and which, we presume, are to come into operation on Monday next. It is, perhaps, rather surprising that although these orders bear date as long ago as the 8th of August, their effect, and so far as we are aware, their existence also was unknown to the profession until the day before yesterday. It appears, however, that these regulations introduce no novelties of procedure. They are merely intended to embody the existing rules of practice, to adjust minute diversities of method which necessarily arose in the different chambers in the absence of a written code, and to inform solicitors exactly what rules they must observe, and what precautions they must take in order to economise their own and the official time. It is further to be observed that the regulations are neither long nor intricate; and such being their character and effect, it is not necessary to urge a complaint, which otherwise, would have been but too well founded, that the profession had neither been consulted in framing these regulations, nor informed of their existence in sufficient time to become masters of their scope and tenor.

Mr. Bloxam, the Chief Clerk to Vice-Chancellor Wood, has published an edition of these regulations and the accompanying forms, and has added an introduction and explanatory notes, which will probably be found useful. We quite concur in all that Mr. Bloxam takes the opportunity of urging as to the obligation resting upon practitioners to aid the judges and their clerks in expediting the course of business. It is well observed in this introduction, that "the time allowed for each case at chambers is upon the assumption that the parties will be prepared with all proper documents and information, and will be actuated by a desire to avoid waste of time." We believe that Mr. Bloxam's confidence in the earnest efforts of the profession to give the fairest possible trial to the new practice is well founded; and we hope it will appear that the issue of these regulations and forms, explained as they have been by so competent an authority as Mr. Bloxam, will do much to assist solicitors in conducting their business in the Judges' Chambers in the most expeditious and efficient manner.

But if Mr. Bloxam, or the Vice-Chancellor whom he represents, or any other officer or judge, is of opinion that any set of rules, however well-considered, worked by any practitioners, however diligent, could enable the business at chambers to be satisfactorily performed by the existing staff, we must be permitted to declare that we hold a totally opposite conviction. No doubt, under a good system, time and labour may be economised to a very considerable extent, but still the utmost result thus obtainable will fall very far short of enabling one man to do the work of two or three; and that, and nothing less, is requisite before the official and judicial staff of the Court of Chancery can become adequate to discharge its duties. We published on the 8th of August, the very day of the date of the regulations, the Report of the Equity Committee of the Incorporated Law Society on delays and defects complained of in several offices of the court. A copy of that document was sent to the Lord Chancellor, and his attention was promised to it. Whether anything has been or is intended to be done to remove the evils so forcibly described in the report we cannot say. But of this we are quite persuaded, that small improvements like the regulations now before us, however judicious and well-intentioned, are utterly inadequate to meet the necessities of the case. The business of the Court increases every year, and is now considerably larger than it was in 1852, whan the new system began to operate. But previous to the changes of that year there were four judges, and ten masters, and ten chief clerks of masters, whereas now the number of judges remains the same, but the staff of inferior officers has been reduced from twenty masters and clerks to eight chief clerks of judges. Meantime, as we have said, the business of the Court increases, and would increase still more, but for the delays, which principally arise from that want of strength in chambers which has been so earnestly complained against by the solicitors. It results from these obstructions that the old unpopularity of the Court still clings to it; and even Lord John Russell, at the Birmingham Conferences, thought proper to quote Lord Erskine's hope that the Court he was addressing would not think of sending a fellow-creature into Chancery. Nay, more, it has actually been proposed that the administration of the estates of deceased insolvent traders should be given to the Court of Bankruptcy, and this in spite of the admitted unpopularity of that Court—an unpopularity so great that its officers are unemployed, and men of active minds wonder how they can possibly survive the endurance of so much leisure—and in spite, too, of an expense which has been lately estimated at 50 per cent. upon the amount administered in the Court.

We repeat, then, that it is essential to the efficiency of the Court of Chancery to appoint four additional judges,

so that each judge may be able to sit three days in the week in court, and three days in chambers to dispose of business which it was never intended to devolve and which ought not to be devolved upon the chief clerks. It is also absolutely necessary that the number of chief clerks should be augmented. On this proposal, if ever it advance far enough, we shall, of course, encounter the usual objections of the self-styled economists, and those who demand that the number of common law judges should be reduced, are very unlikely to allow that an augmentation could properly be made in Chancery. But we fear that the Government will very hardly be persuaded to attempt anything that can provoke the vigilance that lies in wait to cut off a judge's salary. One of the greatest experiments ever made to improve procedure will be frustrated by the indisposition to act, and by the fear of being charged with a desire to job and to create patronage. The hope which Mr. Bloxam expresses of seeing a new character given to the court, was once entertained by many earnest reformers who are now beginning to despond. The success of the new practice depends not only, as Mr. Bloxam says, upon the aid given by practitioners to the staff, but also, and much more immediately upon the efficiency of that staff itself. We can venture to guarantee the first of these requisites, but we almost despair of seeing adequate means taken to secure the second.

Legal News.

COURT OF BANKRUPTCY.—*Oct.* 28.

(Before Mr. Commissioner Fonblanque.)

Groux's Improved Soap Company (Limited).

Mr. W. Flagell, broker, of Hudson's Bay House, Fenchurch-street, shareholder and contributor to the company, presented a petition for winding it up. The petition states, that, in March, 1853, an association was formed for the purpose of manufacturing soap, according to the method of one Louis Groux, and for other purposes mentioned in the deed of settlement, which bore date March 16, 1853, and was duly executed and registered according to the requirements of the Joint Stock Companies Act, 7 & 8 Vict. c. 110. The capital of the said company consisted of £50,000 in 50,000 shares of £1 each. The offices of the company were in the Minories, afterwards in King William-street. On June 25, 1856, the company was completely registered, and obtained a certificate of complete registration, with limited liability, under the Joint Stock Companies Act, 1856, under the title of "Groux's Improved Soap Company (Limited)." The petitioner is a holder of 500 shares. On September 14 last, the company in general meeting passed a special resolution, requiring the said company to be wound up by the court, which resolution was duly confirmed at a meeting on the 16th instant. The petitioner, therefore, prayed that the said company might be wound up.

A report of the directors, laid before the above meeting, attributes the difficulties of the company to the entire withdrawal of Mr. Groux, the manufacturing manager; the suspension by Mr. Henry Hayward, the company's agent, of his travellers and agents; a combination on the part of Mr. Groux, the company's late secretary, and Mr. H. Hayward, to ruin the company's trade, by diverting it to a private firm of their forming. A financial statement accompanying this report showed the debts and liabilities to be £13,000, with assets of about £9,500.

Mr. *Lawranee* appeared in support of the petition; Mr. *Doria* for the directors; and Mr. *Bagley* for a portion of the shareholders.

The case was adjourned to a future day.

MANCHESTER BANKRUPTCY COURT.—*Oct* 19.

(Before Mr. Commissioner Skirrow).

Re John Potter.

This was an application to the court upon a petition presented to Mr. Whitmore Henry Parks, a creditor of the bankrupt, who is a portable weighing machine and scale beam maker, carrying on business at 56, Thomas-street, and 73, Great Ancoats-street, Manchester, an uncertificated bankrupt, praying that the Court would be pleased to order that its messenger should forthwith seize and take possession of the bankrupt's effects then being upon his premises as above described.

The petition and affidavit in support thereof alleged that the fiat was dated so far back as June, 1846, and that the proceedings of the court had been rendered altogether nugatory, so far as the bankrupt's obedience to the law was concerned; for not only had he failed to surrender or attend any of its meetings, but had committed an act of felony, not only in having become outlawed, but had embezzled and concealed his property to a large amount; and that it was only lately it was discovered by the petitioner that he was carrying on his trade at two separate establishments, despite the facts above stated, and with all their consequences hanging over him. It was deposed to that his shops were well replenished with stock so recently as the 8th inst., although his creditors had only received from his assets, at the time of his bankruptcy, 1*s.* 11½*d.* in the pound; and that immediately upon these proceedings being instituted he closed his premises in Thomas-street, and had again secreted his stock.

Mr. *Richardson*, solicitor on behalf of the petitioner, applied that, upon these circumstances, the messenger of the court might be instructed to effect a seizure.

Mr. Commissioner Skirrow said that the affidavit only went the length of saying that the petitioner had been informed and believed that property was seizable. It should have gone on to say who gave him that information.

Mr. *Richardson*—That surely could not be material; the question now being, whether the information was true.

Mr. Commissioner Skirrow—Yes; and if you can give information of property, you will be entitled to your costs for bringing the same to light.

Mr. *Richardson*—I beg your Honour's pardon; I trust the consideration of costs is but of minor importance in a question of this nature. Here the Court has been set at defiance; and if you read the affidavit upon which the act of bankruptcy is founded, you will see that great fraud existed on the part of the bankrupt from the first.

Mr. Commissioner Skirrow—That may be so; but where is Mr. Rowcroft, who, I see, is the trade assignee?

Mr. *Richardson*—He has, through his solicitors, Messrs. Chew & Sons, been duly served with notice of the present application, and also with a copy of the petition and an order of the Court to attend.

Mr. Commissioner Skirrow—Let Mr. Chew be sent for.

Mr. *Richardson*—Mr. Chew has given an acceptance of service; surely that is sufficient. It is now on the verge of one, and twelve o'clock is the hour named.

Mr. Commissioner Skirrow—I shall send for Mr. Chew.

The *Messenger*—It is a mile and a quarter from the court.

The Commissioner then retired, and at half-past one Mr. Chew arrived.

The Commissioner, addressing Mr. Chew—There is a petition presented, stating that so far back as 1846 a fiat was issued against Potter, the bankrupt, who had failed to surrender and thereby committed felony; and that the bankrupt had had notice of the present application, which of all things was a most extraordinary course, and I am sure Mr. Simons (meaning the registrar) would not have directed it.

Mr. *Richardson*—I entirely exculpate Mr. Simons; it was your Honour who refused to act unless it was done, although at the time it was specially named that it would defeat the very object of the petition.

Mr. Commissioner Skirrow—I am convinced the Court would not do anything so foolish.

Mr. *Richardson*—I again repeat that it was so, although your Honour has forgotten it.

Mr. Commissioner Skirrow—Mr. Chew you will take care that every necessary inquiry shall be made, and if you find there is any property of the bankrupt, you will act. Tell Mr. Rowcroft I shall make no order, unless I see it is the property of the bankrupt. I shall make no order on this petition; I remember a similar case at Liverpool, and I aided in obtaining £2,500 for the creditors, and allowed the costs.

Mr. *Richardson*—I fear your Honour has not observed all the material parts of the affidavit and petition. The very place where he failed in 1846 is the same in which it is now alleged the property may be found; and it will clearly be of no avail unless immediate steps are taken.

Mr. Commissioner Skirrow—I shall make no order on this petition; he may be indicted, for, as your petition very properly states, he has been guilty of felony

Mr. *Richardson*—We want the property.

Mr. Commissioner Skirrow—My officer might seize the pro-

perty not belonging to the bankrupt, and then might be liable to an action.

Mr. *Richardson*—But if we have shown ample reasons for making the seizure, your officer would be protected in acting nder the warrant of the Court.

Mr. Commissioner Skirrow—I shall make no order.

Mr. *Richardson*—Very well, it is unquestionably the last time I shall trouble your Honour with any similar application.

COUNTY COURT RETURNS, 1856.

We resume the interesting analysis of the late Parliamentary Returns respecting the County Courts:—

3.—*Circuits on which the greatest and least number of Causes above £20 were entered.*

Circuit.	Causes.	Circuit.	Causes.
6 Liverpool	308	25 Wolverhampton	165
30 Glamorganshire	305	10 Oldham	164
7 Salford	211	11 Bradford	161
14 Leeds	209	8 Manchester	160
2 Durham	205	26 Lichfield	158
12 Halifax	198	19 Derby	156
13 Sheffield	192	5 Bolton	149
52 Southampton	192	15 York	143
3 Carlisle	181	17 Lincoln	142
24 Monmouthshire	176	55 Bristol	81
51 Brighton	174	39 Colchester	70
4 Preston	170	40 Whitechapel	47

4.—*Total number of Causes above £20.*

1851	13,446	1854	9,395
1852	12,567	1855	8,604
1853	9,270	1866	7,877

The diminution of the number of these causes in 1853 was caused by the Common Law Procedure Act of 1852. The Summary Procedure on Bills of Exchange Act was passed in 1855.

5.—*Causes entered above £20.*

	Westminster.	Marylebone.	Clerkenwell.
1851	492	349	355
1852	376	269	251
1853	210	206	128
1854	240	202	135
1855	162	166	98
1856	121	123	91
	Manchester.	**Liverpool.**	**Leeds.**
1851	446	246	334
1852	552	398	303
1853	390	356	210
1854	358	337	236
1855	239	397	226
1856	160	308	209
	Glamorganshire.	**Monmouthshire.**	**Bristol.**
1851	233	279	133
1852	280	241	155
1853	171	154	87
1854	238	204	107
1855	242	164	101
1856	305	176	81
	Oxford, &c.	**Cambridge, &c.**	**Brighton.**
1851	247	221	317
1852	210	151	344
1853	173	92	293
1854	158	100	323
1855	151	79	251
1856	110	87	174

5.—*Circuits on which Courts were held on the greatest and least number of Days or by Deputy.*

Circuit.	Judge.	Days.	By Deputy.
30 Glamorganshire	Falconer	222	0
6 Liverpool	Pollock	199	14
53 Bath, &c.	Smith	196	4
24 Monmouthshire	Herbert	192	2
51 Brighton	Furner	191	21
1 Newcastle	Losh	186	0
4 Preston, &c.	Addison	182	29
13 Sheffield	Walker	181	3
50 Canterbury	Harwood	179	0
54 Gloucester	Fancillon	177	0
16 Hull	Raines	170	31
45 Westminster	Bayley	168	0
22 Coventry, &c.	Dinsdale	165	2
59 Tavistock	Praed	161	4
37 Oxford	Parry	161	1
21 Birmingham	Trafford	160	1
23 Worcester	Parham	160	0
35 Cambridge	Collyer	157	21
15 York	Dowling	155	39
55 Bristol	Sir E. Wilmot	141	10
18 Nottingham	Wildman	99	0
40 Whitechapel	Manning	89	28
33 Ipswich	——	84	,,

6.—*Circuits showing the largest and least amount of Money for which Judgment was given in the Quarter from October 1 to December 31, 1856, with the amount of Fees and the Costs exclusive of the Fees of Court.*

Circuit.	Amount.	Fees.	Costs exclusive of Fees of Court
13 Sheffield	£8,455	£1,920	£1,356
14 Leeds	7,982	1,563	1,324
6 Liverpool	7,432	1,348	1,728
12 Halifax	7,341	1,478	1,188
41 Shoreditch	7,094	1,532	1,285
30 Glamorganshire	6,897	1,642	148
25 Wolverhampton	6,708	2,005	1,124
21 Birmingham	6,514	1,503	1,397
10 Oldham, &c.	6,350	1,437	1,085
5 Bolton, &c.	6,239	1,245	884
8 Manchester	5,731	1,378	925
48 Lambeth	5,675	1,219	949
9 Stockport, &c.	5,623	1,428	697
47 Southwark	5,383	1,095	928
12 Halifax, &c	5,207	1,287	930
19 Derby, &c.	5,120	1,364	973
44 Marylebone	4,942	1,272	880
7 Salford, &c.	4,895	1,148	919
4 Preston, &c.	4,865	996	774
43 Bloomsbury	4,503	1,002	707
45 Westminster	4,424	1,201	172
31 Carmarthen, &c.	1,337	387	162
39 Colchester, &c.	1,403	330	298
40 Whitechapel	3,599	844	42
55 Bristol	3,461	805	108

On the two last-named circuits, and also on circuit 30, the amount of the costs was the smallest.

On some circuits the judge has to travel from 200 to 300 miles monthly.

Mr. Blundell, the Assistant Messenger to the London Court of Bankruptcy, has been appointed by the Lord Chancellor Messenger to the Court at Liverpool.

Mr. J. B. Aspinall has been appointed Deputy-Recorder of Liverpool, *vice* Mr. Blair, who has accepted the judgeship of the County Court.—*Liverpool Albion.*

The law secretary to the Runcorn Commissioners, Mr. Edwin Shaw, has been committed to gaol for two months, for defalcations to the extent of 204*l.* 7*s.* 10*d.*—*Liverpool Albion.*

We are happy to announce that Edwin Lovell, Esq., has been appointed by the Judge of the County Courts of Somerset to succeed his late brother as Registrar of the Wells County Court.—*Bristol Mirror.*

The Duke of Northumberland having, through the Chairman of Quarter Sessions (C. W. Orde, Esq.), invited the Bar of the Northern Circuit to visit Alnwick Castle, business was suspended for an hour on Thursday, and counsel accepted his Grace's invitation.—*Gateshead Observer.*

Messrs. Slade and Vining, extensive solicitors, of Yeovil, have filed a petition of bankruptcy in the Exeter Bankruptcy Court this week. Their liabilities are said to amount to £80,000. The assets are large. The creditors of the separate estates will, it is said, receive 20*s.* in the pound; and the joint creditors will have a good dividend.—*Bristol Mirror.*

At the West Riding Sessions, held at Knaresborough, on Monday, the 19th, the actual criminal business before the court consisted of one prisoner, who pleaded guilty of stealing a shirt, value 2*s.* The plea of the prisoner rendered the criminal business nearly nil, and yet there were in attendance on the court eight magistrates, who had travelled an average of twelve miles; forty jurymen, who had travelled an average of twelve miles; ten barristers—eight from London—and twelve officials of the court, who had travelled on an average twenty miles each.—*Leeds Mercury.*

The French Tribunals.

A very important question, and especially interesting to all foreigners engaged in stock transactions on the Paris Bourse, was raised before the Tribunal of Commerce on Thursday last. The facts were these:—A wealthy Italian gentleman, named Di Nuovo, some time ago went to Monsieur Gannerou, a stock-broker, and announced his intention of carrying on operations on the Bourse. He at the same time deposited 100,000 francs as security for the payment of his differences. The lodgment of so large a sum, combined with the fact that he first confined his operations to mere "continuations" (*reports*), which are perfectly safe, caused Monsieur Gannerou to feel the greatest confidence in him. After a while, however, he contrived to get his deposit out of Gannerou, and entered into speculations which resulted in a loss of 49,752 francs. This sum Di Nuovo declined to pay, and Gannerou brought an action against him before the Tribunal of Commerce to compel him to reimburse it. The defendant opposed the action on two grounds—first, want of jurisdiction in the Court; and, secondly, that, as it was a gambling operation, the law could not recognise it. The Tribunal, however, decided that it had jurisdiction; and "as the relations between the parties authorised Gannerou to have confidence in the defendant, especially after the deposit he had made," it condemned him to pay the sum claimed, with interest and costs.

The Civil Tribunal of Paris has just given a decision of great interest to all railway travellers. The question raised was, whether railway companies are liable for luggage not registered. The facts were:—A gentleman named Laroche arrived on the evening of the 13th of September last at the station of the Orleans Railway. As he had to wait an hour for the train by which he wanted to proceed on his journey, one of the porters of the company took his portmanteau, and told him that he would find it in the luggage-room on the starting of the train. At the appointed time, however, the portmanteau was not forthcoming, and all attempts to discover it proved fruitless. Monsieur Laroche sued the company for 500 francs as indemnity for the loss. The company disputed its liability, on the ground that it was only responsible for luggage actually registered. The Tribunal, however, decided that they were liable, and condemned the company to pay the plaintiff 300 francs, with the costs of the action.

A point of some interest to incarcerated debtors in France was raised before the Civil Tribunal last Wednesday. A person named Baron was, in January last, transferred, after confinement in several prisons, to the debtors' prison in the Rue de Clichy. He was there detained by several creditors who deposited their respective portions of one franc per diem, which the law requires for the maintenance of an imprisoned debtor. Subsequently, one of these creditors, without communicating with the others, gave the man a discharge, and withdrew the portion of the one franc a day which he had hitherto paid for his maintenance. Baron immediately demanded his release from the director of the prison, as the sum of one franc had not been made up as required by the law. The director of the prison refused, and Baron appealed to the Civil Tribunal. The court decided, that, as notwithstanding the withdrawal of one of the creditors, the money deposited by the others was sufficient to maintain the prisoner for 150 days, he was not entitled to his discharge. The appeal was therefore rejected with costs.

A very singular question as to the liability of railways in the carriage of goods of value was raised on Monday last before the Tribunal of Commerce. The case was this:—A sum of 15,000 francs in gold was sent last December from Langres, Côte-d'Or, by the Messageries Générales, to a Monsieur Laurent, residing in Paris. The sum not having reached him, he instituted an action against the Messageries Company, and recovered the amount. The company in their turn sued the Lyons Railway Company, to whom the hamper had been entrusted from which the gold had been stolen. The Tribunal reserved its judgment until the prosecution of the man who stole the money should have been concluded. On the trial, which ended in the condemnation of the thief, it was shown that he was in the service of the Messageries, and that he had abstracted the gold before the hamper was confided to the Lyons Railway Company. Notwithstanding these facts the Messageries Company proceeded with their action against the Lyons Railway, on the grounds, that, as the company had accepted the hamper on the declaration that its contents were worth 15,000 francs, without examination, it was responsible. The defendants maintained that they could not be made responsible for a robbery which had not been committed on their line, on their premises, or by their servants. The Tribunal adopted this view of the case, and dismissed the action with costs.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. LV.—*An Act to promote the Establishment and Extension of Reformatory Schools in England.*

The part maintenance by the State of juvenile offenders at *reformatory schools* only dates from the year 1854, though before that time schools under the same name, for the better training of such offenders, had been established by voluntary contribution in various parts of Great Britain. By 17 & 18 Vict. c. 86, however, the directors or managers of any institution of the kind were enabled (after an inspection of the school by a Government-inspector resulting in a satisfactory report of its condition and regulations), to cause such institution to be *certified* as a reformatory school under that Act; and thereupon to obtain from the Treasury either the whole cost of the care and maintenance of any offender detained therein, or such portion of such cost as should not be recovered from its parents or step-parents under certain other of the provisions of the Act. This same statute contained clauses for supplying such institutions with pupils; for it enabled any court, judge, metropolitan police or stipendiary magistrate, or two or more justices, before whom any person under the age of sixteen years should be convicted of any offence (either on indictment or by way of summary conviction), to direct that such offender, *in addition* to the sentence passed as a punishment for the offence (provided such sentence was imprisonment for fourteen days at the least), should be sent, at the expiration of his sentence, to any certified reformatory school whereof the directors or managers might be willing to receive him, there to be detained (unless the Home Secretary should in the meantime order his discharge) for any period between two and five years.

In the succeeding session, the provisions contained in the above Act for enforcing contribution by the parents or step-parents to the support and maintenance of offenders so detained in any such institution were, by 18 & 19 Vict. c. 87, modified in some of their details, though the principle of requiring such contribution to the extent of five shillings per week (if the parent or step-parent be of sufficient ability) was retained; and by 19 & 20 Vict. c. 109, further improvements were ingrafted on the system: 1. By allowing the particular school to be changed by a supplemental order of detention, at any time during the period of imprisonment imposed by the sentence; 2. By permitting the parent, guardian, or nearest surviving relative of the offender to select, under certain conditions, the certified school to which the offender shall be detained, or to which he shall be removed; 3. By throwing upon the county, city, or borough in which the sentence is passed the expense of conveying him to the school in which he is to be detained (unless in the case of an additional expense caused by such selection of another school by the parent or guardians as above mentioned, in which case such additional expense is thrown on the party applying); 4. By imposing a pecuniary penalty, and, in default, imprisonment to the extent of sixty days, on any person wilfully withdrawing, or inducing to abscond, offenders ordered to be detained; and 5. By causing a list of all such institutions, duly certified, to be from time to time published in the *Gazettes*.

The system, of which the above is a general account, has been still further extended and improved by the Act under discussion. The clauses as to enforcing from the parent or step-parent a weekly contribution of any reasonable sum not exceeding five shillings, are again (by ss. 8—12) remodelled; so that the sum ordered to be contributed shall vary, if needs be, with the ability of the parent or step-parent, during the period of detention. The most important provisions, however, of this Act are those which refer to the way in which these institutions may be established and supported; to the religious instruction of the pupils; and for the due care and protection of them after their discharge. As to the first object, it is now (s. 1) made lawful for any county justices in sessions, or any borough council with separate sessions, to accede to an application (made after two months notice) for an order for the payment of money in aid of any certified reformatory school already, or intended to be, established—such money to be appli-

cable, either towards the purchase of a site, or the expenses of building, fitting-up, enlarging, or altering, as the case may require. As to the second object, the Act under discussion provides, that, on representation made by the parent or guardian, or nearest adult relative (as the case may require), any offender so detained may, at certain hours of the day, fixed by the managers or directors, be visited by a minister of the religious persuasion of the offender, for the purpose of affording him religious assistance, and instructing him in the principles of his religion. The third object above indicated (the importance of which to the usefulness of the whole system can scarcely be exaggerated) is aimed at by the 13th section. This makes it lawful "for the managers of any reformatory school, previous to making application for discharge of any juvenile offender," to place him on trial (provided half of his term of detention shall have expired) with some person "to be named in the licence hereinafter" [mentioned?] "most willing to receive and take charge of him," and to grant to the offender a licence to reside with such person for any term not exceeding thirty days, unless sooner summoned to return to the school; and it is further enacted that "such managers shall bring back such offender to the said school, provided that such offender shall not have been previously discharged from the school, by order of the Secretary of State." This section is introduced by a recital, that "it is expedient to make further provision for the due care and protection of juvenile offenders discharged from reformatory schools; but we confess we do not think the enacting part of the section carries out the announced intention. We do not, however, profess wholly to understand it. We are not aware of any provision in the previous Acts for the discharge of the offender, after application for that purpose by the managers. At the expiration of the period for which he is ordered to be detained, the offender is, of course, entitled to his discharge without application from anybody; if it be desired to obtain his discharge before the end of such period, then, it is true, an application must be made for a Secretary of State's order, under 17 & 18 Vict. c. 86, s. 4, recognised and confirmed by 19 & 20 Vict. c. 109, s. 5; but such application would not be made by the *managers*, but by the friends of the offender. We are inclined to think that the words "previous to making application for the discharge of any juvenile offender committed to such school," should be struck out altogether. Without them, the provision is quite intelligible (except that we demur to the expression "some person most willing to receive," &c.—why *most* willing?), though we do not think it a satisfactory one. Supposing such a licence to be granted upon the expiration of half of a five years' sentence of detention, there is no provision for its being renewed; and, therefore, the child would not, as it seems to us, be much the better for it at the time of his ultimate discharge.

CAP. LVII.—*An Act to enable Married Women to dispose of Reversionary Interests in Personal Estates.*

Upon the abolition of fines and recoveries, in the year 1833, by the 3 & 4 Will. 4, c. 74, careful provisions were inserted in that Act for the substitution of a fresh method, by which a married woman could, with her husband's concurrence, dispose of her interest in any estate in *lands*. This object was attained by enacting that a married woman should, from the passing of that Act, be as competent as if she were a feme sole, to dispose, by deed, of lands or of money subject to be invested in the purchase of lands, and also to extinguish any estate, &c., provided only that her husband should concur in the deed; and provided that, upon her executing the same or afterwards, she produced and acknowledged such deed before the proper authorities—a certificate of such acknowledgment being directed by the Act to be filed of record in the Court of Common Pleas.

Lands at the disposal of a married woman being provided for by this statute, and such *personal estate* as comes to her during the coverture belonging, as it does, to her husband by the general rules of law regulating the relationship of husband and wife, and being disposable by him without her concurrence, there remains only to be considered such future or reversionary interest (whether vested or contingent) in, or power with regard to, any personal estate to which a married woman, or her husband in her right, is entitled under any instrument. And no way in which such interest might be disposed of, or such power released or extinguished, existed until the Act under discussion. The object, therefore, of this Act is to extend the capacity to dispose, and the manner of disposal, given by the Fines and Recoveries Act, with respect to land, to such future or reversionary interest, as above mentioned, in personal estate, as comes to the wife, or husband in her right, under instruments made after Dec. 31, 1857; and it does so by enacting, as in the former statute, that a married woman may by deed dispose of such interest, or release or extinguish such power, provided that her husband concur in the deed; that she acknowledge the deed in the same manner prescribed by the former statute with respect to lands; and that the instrument under which she is entitled does not restrain her from alienation. Another enactment in the Act under discussion is, that, subject to the provisions just mentioned, she may also release and extinguish her right or equity to a settlement out of any personal estate to which she, or her husband in her right, may be entitled in possession under any instrument made after Dec. 31, 1857, other than her marriage settlement. This, it is apprehended, has reference to the jurisdiction which the courts of equity exercise of compelling, in general, a settlement for the wife out of any equitable property coming to her, recovered during the coverture by the husband, through the medium of the court.

A singular omission seems to have been made in the Act under discussion. By s. 2, deeds executed by married women under its provisions are to be acknowledged in the manner prescribed by the Fines and Recoveries Act, with respect to lands. The persons before whom such deeds are to be acknowledged (not to speak of the Masters in Chancery, as to whom see 15 & 16 Vict. c. 80) are the judges of the superior courts, or two commissioners appointed for the purpose. But by 19 & 20 Vict. c. 108, s. 73, power was conferred on the *judges of the county courts*, also, to receive such acknowledgments—an enactment of the existence of which the framer of the Act under discussion was probably ignorant, as no allusion to it whatever appears, and there can be no reason why the county court judges should not receive acknowledgments in the one case just as well as in the other.

CAP. LXII.—*An Act for the Alteration and Amendment of the Laws and Duties of Customs.*

The only sections of this Act which it seems necessary to notice, are

1. *Sect.* 15.—By this section it is expressly declared (in order to clear up doubts which had arisen on the subject), that the whole of the Customs Consolidation Act, 1853 (16 & 17 Vict. c. 107), and of the Supplemental Customs Consolidation Act, 1855 (18 & 19 Vict. c. 96), apply to the *British possessions abroad*, as well as to the United Kingdom and Channel Islands—except where otherwise in those Acts expressly provided; and except as to such of those possessions as have, with the sanction of the Crown, by any local Act or ordinance, entirely provided for their own customs, trade, and navigation.

2. *Sect.* 16.—By this section, an owner or consignee importing any bullion or coin (except small parcels imported as passengers' luggage) must deliver to the collector, or other customs' officer, a full and true account thereof, under the penalty of £20.

3. *Sect.* 17.—This section declares, that so much of 16 & 17 Vict. c. 107, as repeals 8 & 9 Vict. c. 90, ss. 9, 10, 11, and 12, shall be repealed. These restored provisions refer to commercial treaties with foreign powers, and as to the duties imposed on their vessels or produce, or on the goods imported by them.

4. *Sect.* 18.—By this section, 18 & 19 Vict. c. 96, s. 19, as to importing and exporting spirits into or from the Channel Islands, in boats and casks of a specified size, is repealed.

5. *Sect.* 20.—The term "British built ship," is declared to mean and include any ship built in her Majesty's dominions.

Recent Decisions in Chancery.

IMPLIED REPEAL OF A STATUTE BY A SUBSEQUENT "CONTRARIANT" STATUTE.

O'Flaherty v. *M'Dowell*, 6 H. L. C, 142.

In this case it was held that an Irish statute was repealed, as to its operation on Irish joint-stock banks, by a subsequent imperial statute, although the later contained no reference to the earlier statute. The ground of the decision was, that the provisions contained in the former Act were wholly irreconcilable with the rights given to creditors of a bank by the latter. The Lord Chancellor observed on this point, "I do not dispute the general proposition, that an affirmative statute giving a new right does not of itself and of necessity destroy a previously existing right; but it has that effect if the apparent intention of the Legislature is, that the two rights should not co-exist together." Lords *Brougham*, *St. Leonards*, and *Wensleydale* concurred in this view. The main contention in the case was,

whether the provisions of the Irish statute were, in fact, entirely incompatible with subsequent legislation. In the course of the argument, Lord *Clare's* dictum in *Hayden* v. *Carroll* (3 Ridgw. Parl. Cas. 545) was very much discussed. His Lordship, in that case, was of opinion that a subsequent affirmative statute might repeal a prior one if the words were "contrariant;" but that, if there were two affirmative statutes made on the same subject, on all points on which they did not contradict each other both should stand, and might form two distinct codes. The Lord Chancellor considered that this general proposition could not be doubted; but Lord *Brougham*, in delivering judgment, observed, that, though the provisions of the subsequent statute might not be in direct positive contradiction, or be "contrariant" to the prior statute, they might be so entirely inconsistent with it, that they might operate as effectually against the subsistence of the prior statute—a proposition which appears to be debateable in the degree in which it may be understood as differing from the rule laid down by Lord *Clare*.

DISCOVERY—COMPULSORY REFERENCE TO ARBITRATION—PRODUCTION OF DOCUMENTS.

The British Empire Steam Shipping Co. v. *Somes*, 5 W. R. 813.

The judgment in this case is in one sense an extension, in another something like a restriction, of the received doctrine as to discovery in equity. The dispute arose out of proceedings at law, taken to recover the cost of repairing a ship. The action resulted in an order for compulsory arbitration, under the provisions of the Common Law Procedure Act. The bill was filed by the defendants at law for discovery in aid of the action, or rather of the arbitration, which had resulted from it. To this bill a demurrer was put in, on the ground that discovery will not be given in aid of the proceedings before the private forum of arbitrators—a doctrine established by the case of *Street* v. *Rigby* (6 Ves. 821), where Lord *Eldon* laid it down, that the Court of Chancery would not exert its power of compelling discovery in aid of a domestic forum. On this point, the Court decided on the obvious principle that an arbitration enforced under the provisions of a statute by a regular tribunal was not, in any sense, a domestic forum, and that the maxim of *Street* v. *Rigby* had no application to such a case. The defendants thereupon put in their answer, but declined to furnish documents showing what they themselves had expended on the materials and labour consumed in the repairs. It is not an uncommon thing for a discovery somewhat analogous to this to be granted; of which we may mention, as an example, a case of the *London Assurance* v. *Martinez* (which, we believe, is not reported), where the plaintiffs in equity, who were sued at law on a policy of insurance of some pictures which had been destroyed by fire, extracted from the defendant all the particulars of the money and goods which he had given in exchange for the pictures, so as to obtain evidence in opposition to that which the insurer produced in the court of law as to the actual value of the goods insured. Discovery of this kind is obtained as a matter of course; and it seems a fine distinction to say, that you may force a man to betray the real value of his goods by discovering the price he gave for them, but that you cannot compel him to make known the value of the work he has done, by disclosing the cost of the materials and labour employed upon it. The Vice-Chancellor, while allowing the discovery generally, nevertheless gave leave to the defendants in equity to seal up so much of their books as tended to expose the calculations on which their business was conducted. The judgment shows some leaning towards the common law notion of discovery under the new Acts, which practically excludes everything which is not well known and capable of being pointed out before the application is made; and it may have been an element in the decision, that the Court of Queen's Bench had already refused a similar application for discovery in this very case. The judgment of V. C. *Wood*, however, does not go far in this direction; and it would be a great mistake to treat it as an authority for emasculating the practice as to discovery, which, however little it may be appreciated on the other side of Westminster-hall, is one of the most valuable heads of Chancery jurisdiction.

CONSTRUCTION—MONEY—THE TERMS OF AN EXCEPTING CLAUSE NOT ALLOWED TO EXTEND THE FORCE OF WORDS USED IN THE ORIGINAL GIFT.

Ludlow v. *Stevenson*, 5 W. R. 828.

Decisions as to what is or what is not comprised in the term "money" are common enough, and for the most part turn on the context of the will in which the phrase occurs. The present case, however, involves a principle laid down by V. C. *Wood*, and adopted on appeal by the Lord Chancellor. The bequest was, of all the testator's "books, plate, linen, china, wearing apparel, watches, jewels, and money (except money at testator's bankers or in the funds, or placed on security), and all other property not otherwise disposed of;" and, subject to this gift, the residue was devoted to certain purposes, the ultimate gift being to certain societies. The contention for the specific legatee was, that money, in the sense in which the testator used the term, was something large enough to include money in the funds or placed on security, as was shown by the language of the exception. Now, the testator happened to possess property *ejusdem generis* with money in the funds, and which yet did not fall within the words of the exception. This property consisted of foreign stock, and shares in foreign companies; and if the word money could only be interpreted by analogy to the exception, these particulars would have fallen within the general gift of "money and other property," and would not have been taken out of it by the express language of the exception. In opposition to this ingenious argument, the Court, both below and on appeal, held that the primary sense of words used in the gift could not be extended by any inference drawn from the language of the exception—the province of which was to limit, and not to enlarge the bequest. The decision, though resting on this view, is not wholly dependent on it; for there were indications in the other parts of the will that the testator considered that he had "otherwise disposed of" that portion of his property which was invested in any shape so as to bear income. The case may nevertheless be valuable, as indicating a position which may admit of many applications—viz. that the language of an excepting clause cannot fairly be appealed to to enlarge by inference the interpretation of the corresponding words in the general gift.

WILL—CONSTRUCTION—EFFECT OF A DEVISE OR BEQUEST IN TRUST FOR A. FOR LIFE WITHOUT POWER OF ANTICIPATION, FOLLOWED BY A GIFT TO THE HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS OF A.

Quested v. *Michell*, 5 W. R. 834.

Questions often arise whether gifts substantially amounting to devises or bequests of the entire ownership do or do not pass the absolute property. It has been held, for example, in *Ross* v. *Ross* (1 J. & W. 154) that a gift to A., with a gift over of so much as A. shall not have disposed of in his lifetime, passes the entire interest, as it involves an absolute control over the whole; but see on this point *Surman* v. *Surman* (5 Madd. 123), and *Cowman* v. *Harrison* (1 W. R. 96). In the present case, the form of the will was somewhat different. The first gift was in trust for A. for life, but not by way of anticipation, with a gift over to the heirs, executors, administrators, and assigns of A. Relying apparently, in some measure, on the restraint upon anticipation, V. C. *Kindersley* held, that, with respect both to the real and personal estate, the true construction was, that the will created an estate for life, with an absolute power of appointment by deed.

Professional Intelligence.

CANDIDATES FOR EXAMINATION.

Persons applying to be admitted attorneys are required to attend on Tuesday, November 17, at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, in Chancery-lane, in order to be examined. The examination will commence at ten o'clock precisely.

The articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the Secretary, on or before Monday, November 9.

Where the articles have not expired, but will expire during the term, the candidate may be examined conditionally; but the articles must be left within the first seven days of term, and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively.

A paper will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary; 2. Common and Statute Law, and Practice of the Courts; 3. Conveyancing; 4. Equity, and Practice of the Courts; 5. Bankruptcy, and Practice of the Courts; 6. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (No. 1); and also to answer in three of the other heads of inquiry—viz. Common Law, Conveyancing, and Equity.

The Examiners will continue the practice of proposing questions in "Bankruptcy," and in "Criminal Law," and "Proceedings before Justices of the Peace," in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Under the new rules of Hilary Term, 1853, it is provided that every person who shall have given notices of examination and admission, and "who shall not have attended to be examined, or not have passed the examination, or not have been admitted, may, within one week after the end of the term for which such notices were given, renew the notices for examination or admission for the then next ensuing term, and so from time to time as he shall think proper;" but shall not be admitted until the last day of the term, unless otherwise ordered.

In case testimonials were deposited in a former term, they should be re-entered, and the answers completed to the present time.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

LEGAL EDUCATION IN IRELAND.

While the subject of legal education attracts so much attention, and gives rise to so much discussion at the meetings of the Metropolitan and Provincial Law Association and elsewhere, it can hardly be deemed inappropriate to give some account of the present state of legal education in Ireland.

Reversing the usual order of things, and inquiring, in the first instance, as to the means of improvement here furnished to students who desire to be inscribed on the roll of attorneys and solicitors, we do not find much that redounds to the credit of the governing bodies who take on themselves to regulate the admission to this branch of the profession. Without entering into any historical disquisition into the origin of the jurisdiction exercised by the benchers of the King's Inns over attorneys and solicitors, it will suffice to remark, that this jurisdiction is still maintained to such a degree that no attorney can even take an apprentice (or articled clerk as he would be called in England) without the permission of the benchers. Complaints have from time to time been made against what is alleged to be an encroachment on the rights of the more numerous branch of the profession, and it has been forcibly urged, that if the attorneys are to continue subject to this authority, and are to contribute, as they have always done, to the revenues of the King's Inns, they ought at least to have representatives of their own order among the benchers, and some voice in the management of this important institution. No such concession has, however, been made; and to this day no attorney or solicitor is ever selected by the benchers to fill any vacancy that may occur in their number. The property and funds, which it is asserted by the attorneys are held in trust for both branches of the profession, are under the exclusive control of one branch; and although those funds are devoted to otherwise unexceptional objects, it may safely be asserted that no provision whatever is made by them for the professional education of any but students for the bar. The only benefits derived by the attorneys from their connection with the King's Inns are the following:—They have admission to the large and excellent library of that institution, and they are, equally with the bar, entitled to dine daily, in term time, in the noble Common Hall, one-half of which is appropriated for their use. Their apprentices, however, have no such privileges. The use of the library might, one would think, be allowed to them with great propriety; for, although situated in an inconvenient quarter of the town, it contains an admirable collection of law and general literature; and access to it would be prized by many a clerk who has, at present, no means of learning anything of the law beyond its merest mechanism. The law lectures instituted by the benchers, and delivered by very competent professors four times a week, are, indeed, open to the public, and apprentices may, if they choose, attend them. This privilege is not, however, here or elsewhere, very highly valued; and we never remember to have seen an apprentice in the lecture room. Is there not, in our time, a very general dislike to volunteering into lecture rooms? and are not the best lectures of the best lecturers neglected by all whose attendance is not compulsory, or in some manner requisite to qualify for something? The apprentices know well that these lectures are not intended for their benefit; and they will never attend them until such time as a certificate of attendance shall be made a *sine quâ non* for admission to the roll.

It will probably astonish many English solicitors to be informed that the apprentice (or articled clerk), after serving for five years, complying with the rules, and making the required payments, can obtain his admission without any examination or other test of fitness. It seems probable, that in old times candidates for admission were examined; for even now there are certain officials who are nominated by the judges, and who are entitled to a fee of a guinea from each new attorney. The office is now, and has long been, a complete sinecure; and not a question is ever answered by, or asked of, the applicant beyond the demand of the accustomed fee. This being the case, it is not surprising that study of the law in Ireland usually follows, instead of preceding, admission to its practice. The attorney, after he has been sworn in, finds it necessary to know something as to how and when writs should be issued, petitions filed, deeds prepared, or judgments registered. His want of knowledge on these and such like subjects leads to daily conferences with his counsel; and the amount of assistance gratuitously afforded by the bar in this way would surprise London practitioners, with whom every "consultation" is a matter of solemnity, and involves an *honorarium*. Even with these aids, and with the aids often furnished by a quick perception and a ready mind, the first clients of the new attorney are frequently of the use to him that the patients in an hospital-walk are to the medical student. By their instrumentality he is first seriously taught his profession, and the experience thus gained forms the chief part of his education. It is true that the profession, with all these drawbacks, is not behindhand when compared with many others, and numbers many practitioners of singular ability and acuteness; but we believe that even the best of them have profited very little by any education but that afforded in early practice, superadded to those qualities which enable some gifted individuals to "pick up" knowledge with scarcely any effort, and with no actual study. Rules ought, however, to be framed, and systems constructed, otherwise than with a view to exceptional cases. It has long been the practice in England to require a large amount of legal knowledge, tested by a strict examination before admission to practise; and there can be no good reason why a different system should prevail here.

The sinecure office we have described, perhaps, could not now be rendered useful or effective; but there is an Incorporated Law Society, to whom the examination of apprentices might be intrusted, as in England. The council of that Society comprises the foremost members of the profession; it is well managed, and has all the advantages of spacious buildings within the inclosure of the Four Courts. All that it wants is increased powers, and a well-devised scheme of law lectures and examinations.

Education for the bar so nearly resembles what it is in England, that no detailed sketch of it is required. Four law lectureships exist in Dublin—two at the King's Inns, and two in Trinity College—and the lecturers are all men of high attainments. Attendance on several courses of *any two* lecturers is compulsory; the number of lectures to be attended, as well as of terms to be kept, being considerably lower in the case of graduates of an university. There is no examination whatever; and Irish students who are ambitious of distinction are under the necessity of studying and submitting themselves for examination at the inns of court in London, where their success in obtaining honours has been very remarkable. Advantage is generally taken of the time required for keeping terms in London, for reading in chambers there; and this is the more desirable, as few counsel at the Irish bar take pupils, or could (if in any practice) attend to their court business, and also read with pupils. There are not, at the Irish bar, any practitioners who confine themselves to pleading or conveyancing; and, no doubt, it is for such reasons as these, and from a general idea that the present system tends to assimilate the law in the United Kingdom, that the benchers of the King's Inns have resolutely refused to diminish the terms required to be kept in London by all candidates for the Irish bar.

EDINBURGH.—(*From our own Correspondent.*)

We took occasion last week to give a brief sketch of the regulations adopted by the Society of Writers to the Signet in 1851, in regard to the applicants for indenture. In order to complete the communication, we propose to notice here, in an equally brief manner, the regulations applicable to apprentices

during the term of their apprenticeship: premising that these regulations have been in operation since 1844, and have given general satisfaction—

1. The apprentice is bound to serve for five years, and is prohibited from doing any business on his own account during that period.

2. He must, during the course of his apprenticeship, attend four courses of the law classes—viz. one of civil law, one of Scots law, one of conveyancing, and a second course of any of these he may choose.

3. At the expiration of the term of apprenticeship, he must procure and record at the Signet Office a discharge by his master.

4. He may then, upon petition, stand his private examination.

5. If he passes his private trials, he may then stand his public examination.

Each branch of law mentioned under the second head is taught from separate chairs in the university, and by separate professors. The session lasts for about five months each year, and the professor during that period devotes an hour each day to his class, either in lecturing or examination.

The private examinations, which take place at the expiry of the term of apprenticeship, are conducted by three members of the society, annually chosen. Each examiner makes a separate examination, after which they meet and make their report. The examination is strictly legal; and each examination may embrace the whole subject of Scotch law: but in practice, the examiners generally arrange to divide the subject; as, for example, one examines upon conveyancing, another upon mercantile law, another upon the forms of process. The public examination takes place in the hall of the society, before eight or ten members of the body, also annually chosen, who test the candidate's legal qualifications in any way they think fit; and the examination never degenerates into a mere form. It may appear strange, perhaps, to English solicitors that so much is required of Scotch solicitors; but it ought to be explained that they are the conveyancers of the country, and that, to a certain extent, they draw pleadings. The summons, which contains the pursuer's statement of his case, and the legal deductions meant to be maintained, and which is the foundation of the whole process, being, as a rule, always drawn by the solicitor.

The fees paid on entering into indenture amount to about £400: Of this, £60 goes for the stamp, £150 to the master, £50 to a widow's fund, and the other £140 to the library. On entering the body, about £150 more is paid: of which, £25 goes for the stamp for the commission, the rest for fees and society purposes, which need not be particularly specified.

As the long vacation is still running here, there is little legal news to communicate. The first division of the court, before rising in July, had, under a late statute, resolved to sit on the 1st of November for the despatch of business, being eleven days earlier than the ordinary statutory period; but the subsequent Act of last session has deranged all these plans, having enacted that the court of session shall meet on the 12th of November. The first division will not, therefore, meet till the rest of the court assembles, or if it does it will only be for the purpose of adjourning.

The remonstrances addressed to the Commissioners of Customs from Leith in reference to the smuggling case there, mentioned in a late number, have produced an order from the Commissioners for the release of all the men convicted, with the exception of one named Dixon, against whom the Commissioners profess to see stronger evidence than against the others. But it is to be hoped that the matter will not be allowed to end here. It seems monstrous that any form of law should exist under which a host of persons within a certain distance of the place where a crime has been committed, but not one of whom has been legally convicted of committing that crime, can be sent to prison to give the Commissioners of Customs an opportunity of exercising their discrimination in selecting the most likely criminal, which is truly the result to which the present case has been brought.

ACKNOWLEDGMENTS BY MARRIED WOMEN.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Assist me with your views, or oblige me by publishing the views of others, if this letter provoke any replies, upon the following point connected with acknowledgments of deeds by married women:—

Is there any additional fee beyond the 13*s.* 4*d.* to the Commissioner who makes the affidavit of due acknowledgment? It is often demanded (6*s.* 8*d.*), and generally paid, on the ground that making the affidavit involves often as much trouble as taking the acknowledgment, because the affidavit has to be carefully read over, and afterwards an attendance to be sworn perhaps at two or three places to find a Commissioner in C. P. within, and not unfrequently the affidavit comes back to be re-sworn in consequence of some trifling error; but I find no fee allowed for it in the Rules and Orders, and I think none is legally payable; and the Commissioner is only doing that which the attorney ought to do, and for the attorney's accommodation, and for which he is entitled to charge to his client the fee of 6*s.* 8*d.* for attending to be sworn to affidavit; and if he like to pay this fee to the Commissioner, and the Commissioner is willing to receive it, well and good. But I am strongly impressed with the idea that no such fee is demandable; and until it is an understood rule throughout the profession that it ought to be taken by the Commissioner, I purpose refusing to receive it, because it comes out of the pocket of the attorney (he cannot charge it to his client), and the idea of professional courtesy or kind feeling in the profession is done away with if the Commissioner accepts it. Might not the attorneys in each large town, through the agency of their Law Societies, settle what the conventional rule should be among them? and this would be a guide to smaller towns.—Yours, &c.,

October 26, 1857. A PERPETUAL COMMISSIONER.

TRANSFER OF LAND.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Sir F. Kelly expresses it as his opinion, that, in two or three years, the owners of almost all the landed property in England would, if they had the power, establish their ownership, and obtain a parliamentary title.

Of course, this must be done by producing a proper abstract of title for investigation. Who is to peruse these abstracts, and advise on the titles? Has Sir F. Kelly calculated how *many million sheets* of abstract would be required to deduce the titles of all the property in England? Assuming all this to be done, and land to be transferable by a certificate, or entry in a book, after the manner of stock, who is to guarantee against fraud?

Sir F. Kelly says, we never hear of this, practically, in the case of stock! And why? Because the Bank of England are obliged to make good the loss to the party defrauded; and the same in the case of any public company or private bank.

Will Parliament guarantee losses of this sort by fraud and forgery?—Yours, &c.,

October 24, 1857. JOHN MARTIN.

Review.

Principles and Maxims of Jurisprudence. By JOHN GEORGE PHILLIMORE, Q.C., Reader on Constitutional Law and Legal History to the Four Inns of Court.—London: John W. Parker & Son. 1856.

Mr. Phillimore has many of the qualities which go to make a great jurist. He has a wide knowledge of different systems, an appreciation of general principles, a dislike of mere technicalities, a sincere love of truth, and an earnest desire to render service to his generation by an unflinching exposure of abuses. What he wants is the judicial mind; the calm, dispassionate weighing and balancing of conflicting points; the self-control that puts aside the first suggestions of imagination, anger, and contempt; the habit of stating, not only the truth, but, what is so difficult, nothing more than the truth. He is probably the most abusive writer that has written, in this century, on a grave subject. He exhausts the dictionary of invective in pouring out his wrath against English judges and English law. The consequence is, that his books are entertaining, but unimpressive. The reader at once perceives with whom he has to deal—with a headstrong, impulsive, impracticable man. Very often he is right, and what he says is well worthy of attention; but very often he is only half right, unfair, narrow in the scope of his criticism. In the volume now before us, his principal aim is to show that the Roman law was immeasurably superior to the English. If it were really necessary at the present day to controvert the old maxim, that the English law is the perfection of reason, there would be some justification for the vehemence with which Mr. Phillimore insists on a proposition which is incontestable. But every one is agreed that the Roman law has all the advantage over the English, which must attach to a scientific system, when compared with an agglomeration of principles, forms, and decisions connected by little else than the bond of a historical sequence. This once ad-

mitted, we come to a further question, whether it is desirable that a nation should have no legal history of its own, but, long before it has attained the stage of thought, when a scientific system is found congenial, should adopt, in a mass, the finished product of an advanced society. In England the progress of jurisprudence has certainly been slow, but it has always maintained a correspondence with the progress of the nation. When the nation has made a great leap, law has made a leap too. The two great eras of legal change in England—the reigns of Charles II. and William IV.—followed immediately on the occurrence of great national convulsions. If, therefore, the law of a nation is to be a part of the national life, England has substantially pursued the right path. Signs are not wanting that the time is come when England may advantageously investigate her own law by the light of other systems, and when the introduction of a comprehensive and scientific character into English jurisprudence would seem natural, because connected with similar steps taken in other spheres of thought and practice. A familiarity with the Roman law will make such a change possible in a degree far beyond what any other auxiliary can offer. But we derive little benefit from hearing expressed, in varying combinations of outrageous invective, the very simple truism, that, before England attained the point when the science of law was thought of, her jurisprudence was much more unscientific than the most scientific system which has ever been known.

We will not, therefore, give our readers any specimens of what occupies so large a space of Mr. Phillimore's work—the abuse of English law—but prefer to draw attention to the legal value of his book, both in its general character, and in its contents. The notion of expounding law through a collection of its leading maxims has been already adopted by an English lawyer, and was suggested in its application to Roman law by D'Aguesseau, who saw that the title in the Digest "De Regulis Juris" might be made the framework of a very instructive commentary on Roman law. Mr. Phillimore has taken about seventy of the most important maxims of Roman law, collected instances to illustrate them, and then shown how far English law has adopted or departed from them. He has done this with much learning, liveliness of style, and clearness of thought; and no one who knows enough of Roman and English law to understand the volume can fail to derive great profit from reading it carefully and attentively. We cannot, however, avoid noticing a small but annoying defect, which certainly diminishes the pleasure of perusing it. It is full of the most extraordinary typographical blunders. There is scarcely a Latin or Greek quotation which is not disfigured by glaring mistakes; and scarcely a page where some sentence, travestied and complicated by licences of printing and punctuation, does not try the patience of the reader.

A maxim is a short summary of the leading point determined in a great many decisions of similar cases, real or imaginary. In proportion as it is expressed, at once lucidly and tersely, it fastens on the memory, and becomes rooted in the mind. The form of expression is, therefore, of the very greatest importance; and the Latin language was so admirably adapted for the purpose, that no modern language can in the least compete with it. When once the maxim is firmly grasped in the mind, its use is to form a starting point for the speedy decision of fresh cases. But all the cases submitted for decision may not be similar, but only nearly similar; and then the maxim serves as a starting point to judge of the degree of similarity. Perhaps this is the chief use of a maxim—to test the degrees of similarity in cases nearly alike. We see, perhaps, at once that the case is one where the maxim is, if not applicable, at least nearly applicable. We, therefore, have at once advanced a long way towards deciding the case; for we throw on it, so to speak, a sort of *onus probandi*, or necessity of exhibiting some reason why it should not come within the scope of the maxim. The exceptions to maxims thus bring out the full force of the maxim, and illustrate the success with which it has originally been framed. In fact it is generally much easier to remember the extent of the application of a maxim by bearing in mind a prominent exception than by thinking of instances where it applies. The exceptions to maxims are therefore the most important part of the subject to the student, and they may, we believe, be ranged under three heads: 1. Exceptions arising from the terms of the maxim; 2. Exceptions arising from the facts of the case; and 3. Exceptions arising from conflicting principles of law.

An instance of exceptions under the first head may be drawn from the exceptions to the maxim "*Res judicata pro veritate accipitur.*" Here the term *res judicata* is so short as to be ambiguous; and until we clear up what is meant by *res judicata* we shall have cases apparently embraced in the rule which we shall have to exclude, or, in other words, we shall have exceptions. In the first place, *judicata* means *judicata inter eosdem*—the parties must have been the same. Then, again, the judgment must bear immediately on the points at issue. The decision of a collateral matter, from which a particular state of things might be inferred, is not conclusive as to the existence of that state of things. Then, again, a familiar distinction is drawn in international law, according as the judgment has been *in rem* or *in personam*, the decision in the former case being conclusive, and in the latter only of *primâ facie* validity, and in many systems not even possessing that degree of weight. We might add other limitations and distinctions which it is necessary to introduce before we arrive exactly at the meaning of the terms of the maxim, but those we have given will suffice to exemplify the exceptions which arise from verbal ambiguity. For an instance of the class of exceptions arising from the facts of the case, we may refer to the maxim, "*Ratihabitio mandato æquipollet.*" The terms of the maxim are clear: we know what an order is, and what the ratification of an order is, but in practice doubts arise whether the order or the ratification has been given. For example, nice questions arise as to the state of circumstances which will imply a ratification. There may be acts of the principal which are ambiguous in character, as leaving unanswered a letter announcing the intention of the agent, or there may be a crisis in a person's affairs when any aid extended to him would be held to imply a corresponding obligation to recompense that aid. In all such cases we have to study the minute details of the particular case submitted to us, and it is only then that we can pronounce whether the maxim applies.

Lastly, a maxim may be inapplicable because it is contravened by a principle of law of higher force; and this may be either because it comes in collision with some positive and definite head of law, as when a maxim of private law has to yield to a maxim of public law, or because the circumstances are such that it would be contrary to good sense and the exigencies of daily life that the maxim should prevail in its full rigidity. In such cases—to speak technically—an equity is raised. A man, for instance, is bound to return what he has borrowed; but if the thing borrowed has been applied to a proper use, but to one which demands a long time to supply the place of the thing borrowed, the owner must allow the borrower sufficient time. The reader will find some valuable remarks on the general nature and import of maxims in Mr. Phillimore's book, under the heading "*Regula est quæ rem quæ est breviter enarrat.*" It would, perhaps, have been better if Mr. Phillimore had placed at the beginning of his book the discussion on this title, which is of an introductory character. In conclusion, we must repeat, that, in spite of the many faults which lower the tone of this volume, and which will, we fear, greatly impair its effect, it is a really valuable work—sound in conception, well executed, and calculated to bring home to the minds of English lawyers the uses to which they may turn a knowledge of the *Corpus Furis.*

National Association for the Promotion of Social Science.

DEPARTMENT I.—JURISPRUDENCE AND AMENDMENT OF THE LAW.

We propose to give abstracts of some of the more important papers which necessarily received very brief notice in our general report of proceedings published last week.

Tuesday, Oct. 13.—The Transfer of Land.

Mr. Wakefield's Paper.

The object of this paper was to direct public attention to the defective operation of that branch of our law which regulates the sale and tranfer of land, and the social mischiefs consequent thereupon; and to consider briefly some of the remedies which had been proposed. The writer first observed upon the object and expense of the abstract of title, and the investigation incident to it; and that the cost was the same for one acre as for 1,000 acres.

Mr. Sweet, in his evidence before Commissioners, gave a table of purchase-money and cost of transfer in various instances, and showed that the tax increased in inverse proportion with the value of the land, being hard on the humbler classes of purchasers, and recurring with every sub-sale. This result was

not contemplated by the law, but was an excrescence of a defective law.

After showing the practical operation of the present law, the writer proceeded to remark on its social effects, observing that industrial habits are one of the great elements of civilisation and national greatness; that the most active and potent agent in the promotion of this habit was the acquisition of property; and that landed property was that, of all others, most desired by the industrial classes; and hence he argued that a state of law which, by the imposition of purely artificial obstacles, not only impedes, but actually interposes an insuperable barrier to the acquisition of property by these classes, must in effect relax one of the mainsprings of national industry, and produce many social evils.

The removal of the shackles on the transfer of land would produce many advantages—it would lessen the crowding of dwellings, and restrain emigration of skilled and industrious men.

As to Remedies.—After showing that a register of assurances would increase the expense of transfers of land, and was unnecessary for sake of security, he pointed out that the objects of a remedy should be—1, To diminish the expense incidental to the transfer of land; 2, to diminish delay; and 3, to do so without impairing security of title.

The means hitherto attempted as a remedy had been—1, A registration of assurances; 2, a registration of title; 3, a plan proposed by the author of the present paper—a certificate of title to be granted to every owner of land who should apply for it, and prove that he was owner in fee, upon which certificate was to be indorsed a memorandum of every subsequent deed; 4, a plan recommended by the late Commissioners, of certificates of title and a register of titles.

The advantages of a certificate of title would be, that, by fixing a recent date for root of title (for none would begin earlier than the certificate), the expense of abstracts, and of consequent investigation, would be diminished, and the length of conveyances reduced, as recitals would not be necessary.

The author then compared advantages of registry of title with those of indorsement on certificate of subsequent deeds, observing that registry of title would increase the expense of transfer, although it might diminish delay; would render impossible the dealing with the title deeds for purposes of deposit, and thus check the "transfer of the symbol being equivalent to the transfer of the original," which was required by the exigency of commerce, and was regarded by the author "as a valuable principle, and one of the triumphs of civilisation." On the other hand, the plan of the certificate and indorsement would widely extend this principle, impart greater value to title deeds, by greatly facilitating the use made of them by persons engaged in commerce.

Mr. Fawcett's Paper.

As a necessary step to a system of registration, it was necessary to reduce all tenures to one class—say freehold—then let the county be divided into districts for purposes of registration, to be under the jurisdiction of a chief registrar and registrars of divisions. The next step would be, to provide a plan on which every field and house should be laid down and designated by a letter or figure; on every transfer the parties to appear personally or by attorney before registrar of district, who should make transfer at once, as the steward of copyhold court did; and no description should be permitted beyond the letter or figure which stands for the field or house on the district map. And on the register should be entered a document merely stating the names of the parties, the number of the parcels on plan, the consideration, and the nature of the transaction, whether sale, mortgage, &c., and no covenants. The name of no person to appear on the register except the name of the person in whom the legal estate is vested. Deeds containing trusts to be produced to registrar, and by him stamped with office seal; and parties beneficially interested may enter caveats.

The author proposed that owners in fee might at once be placed on the register, and that heirs-at-law and devisees should, within twelve months, be required to register their lands; that a shorter period of possession with registration than is now required should give an indefeasible title; and that a certificate from the registrar should be the only abstract of title to which a purchaser should be entitled.

As to the cost of transfers, the author proposed that a fee should be paid to registrar, and that solicitors should be paid a per-centage.

The author concluded by recommending, that, until a system of registration should be adopted, the provisions of Lord Brougham's Act (8 & 9 Vict.) should be made imperative, and that no deed should be valid that was not prepared in conformity with it.

Wednesday, Oct. 14.—The Bankruptcy Laws.

Mr. S. S. Lloyd's Paper.

Mr. Lloyd commenced by observing on the unpopularity of the Bankruptcy Courts, and on the preference given in cases of insolvency to assignments; stating, on the authority of Mr. Perry's evidence before the Lords' Committee, that there were nine assignments to one bankruptcy in the years 1850 to 1853; the numbers being 29,885 estates administered by assignment, and 3,325 bankruptcies. This was a striking contrast with Scotland, where a resort to the Court was the rule, and private arrangement the exception. Mr. Lloyd attributed the difference to the fact, that, in Scotland, the control of the creditors was exercised in many matters in which in England they had no voice; and, whilst the expense in Scotland was about 8 per cent., in England it was 50 per cent. on the assets.

The author expressed his approval of codifying the law of bankruptcy, and advocated the abolition of the distinction between bankruptcy and insolvency; but it was deemed by the Birmingham Chamber of Commerce wiser to attempt the amendment of the statutes of 1849 and 1854, and Mr. Lloyd proceeded to explain the objects of the Bill prepared by that body.

It was proposed to charge the court fees, salaries, and compensations on the Consolidated Fund, leaving, as the only charges on the estates of bankrupts, the expenses of collecting and distributing the assets; to reduce the stamp now charged on petition to a small sum, and charge the remainder on the adjudication. This would be acceptable to the creditor, and increase the revenue.

The Bill also contained clauses for the objects following:—To abolish the offices of messenger and broker, and to transfer their duties to the official assignees and their servants; power to tax bills of auctioneers, valuers, and accountants, in the same manner as solicitor's bills; to remunerate official assignees by salary of £600 a year, and a commission of 1¼ per cent. on assets collected, and of 2½ per cent. on amounts paid for dividends; to limit the power of the commissioners in granting allowance to bankrupt up to certificate meeting, by requiring the sanction of the assignees; to reduce the rent payable to landlords from twelve to six months.

As to solicitors' charges—which constituted on an average more than one-third of the entire expense of administration, and frequently exceeded all other items combined—it was stated that they were made for the professed discharge of duties which appertained, not to the solicitor, but to the trade assignee or some one else. It was proposed to remedy this evil by disallowing all charges for services for which the written authority of the trade assignee should not be produced, by transferring to registrar the duty of issuing advertisements; by simplifying proof of debts; diminishing the number of public sittings; and by extending power of the commissioner to try all actions for debt at the suit of assignees.

Mr. Lloyd estimated these changes would reduce the expenses from 50 to 24 per cent.

It was further proposed by the Bill to enable the commissioners to dispose of certain business in chambers, and decide disputes on special case—to appoint a mercantile man as assessor in certain cases to assist commissioner. And as great complaints had been made of the irregularity in the attendance of the commissioners in some courts, it was proposed to enable the Lord Chancellor to appoint substitutes for commissioners, who should be paid out of the salary of the absentees.

The following objects were also provided for by the Bill:—To make solicitors of seven years standing eligible as registrars; to increase the sum which official assignee is permitted to have under his control from £1,000 to £2,000; to declare brokers, accountants, and clerks to official assignees, as well as merchants, to be eligible to office of official assignee.

As to acts of bankruptcy, the declaration of inability to meet engagements, and the affidavit for trader debtors' summons, to be filed at court of that district where trader has carried on business, and not, as now, where he resides. The levying execution on goods of a trader to be an act of bankruptcy. If creditor file affidavit of debt, and give notice thereof to trader, and demand immediate payment, then if creditor be not satisfied in fourteen days, trader to be deemed to have committed an act of bankruptcy; to enable Court to order money to be raised by mortgage, if bankrupt's debts can be paid by money so raised; also, under special circumstances, to postpone sale

and make orders for management in meanwhile; to enable commissioner to order pensions, &c., to vest in assignees; that bankrupts, in preparing balance-sheet, shall have assistance of official assignee; and commissioner may order further assistance at expense of estate in special cases. The present system of preparing balance-sheet was strongly condemned, as tending to mislead the Court, and screen the bankrupt from merited censure.

As to proof of debts—It was proposed that creditors should deliver to official assignee a statement of their accounts with bankrupt, with a declaration added that it was a true and complete statement (false statement to be a misdemeanor). Official assignee to examine these statements, and report to the commissioner the result. Court may, on application of assignees or creditor, require further proof, or examine claimants.

As to audit and dividends—It was proposed to adopt the Scotch plan—namely, trade assignee to audit accounts of official assignee one month before each dividend, and file certificate of audit; and, if account not approved, to file the reasons for non-approval. First dividend to be paid at four months; second, at eight months; and third, if any, at ten months from adjudication, without public sitting of court. At expiration of twelve months from adjudication, a public sitting to be held for the audit of official assignee's account; and order to be then made for winding up estate. Previously to public audit, the accounts to be examined by trade assignee, and printed copy sent to every creditor of £10 and upwards seven days previously to the audit meeting. Trade assignee to be paid for his trouble. Official assignee to send dividend warrant by post, at the request and risk of creditors.

As to certificate—To abolish classification; to omit from list of offences the loss by gaming of £20 in one day, at any previous period of life, and to confine it to one year previously to bankruptcy; and to add to the offences punishable by suspension of certificate the loss of £200 by time bargains, not keeping proper books during two years, and having paid or allowed an exorbitant rate of interest.

Mr. Lloyd suggested that the power of imprisonment on withdrawal of protection should not be continued; that the Court alone should have this power; and that, where certificate is refused, the Court should be required to award some imprisonment to the bankrupt.

As to arrangements under control of Court—It proposed that the property of petitioner should vest in the assignee immediately on filing of petition; the Court, by order, to re-vest it if petition dismissed; and that no notice to creditors should be required beyond a notice in *London Gazette*.

As to arrangement by deed or memorandum—It was proposed to extend the power to compositions or inspection deeds, and to those cases of assignment where only part of trader's property is included.

As to the administration of the estates of deceased insolvents—The provisions of Lord St. Leonards' Bill of 1853 had been adopted.

On the Effect of Commercial Legislation upon Commercial Morality.

Mr. W. Hawes' Paper.

Mr. Hawes commenced his paper by the expression of his opinion, that the law, being the best schoolmaster, should promote commercial morality, and not tend (as he thought it sometimes did) to support commercial fraud.

Our commercial legislation encouraged criminal fraud and immorality—

1. By laws imposing prohibitory or such high taxes and duties, that profit, out of all proportion to the risk incurred, was secured by their evasion.

2. By our bankruptcy and insolvency laws, which treat honest misfortune and errors of judgment with the same obloquy as fraud, extravagance, and recklessness.

3. By our law of partnership, which throws difficulties in the way of the removal and punishment of a fraudulent partner; and

4. By incumbering the pursuit of justice with so many forms and technicalities, and involving such sacrifices of time and money, that it was often better to submit to a fraud, and to forego a right, than to attempt, by the aid of the law, to punish one, or to secure the other.

In illustration of the first division of his subject, and to show that the law afforded temptations and facilities for the commission of criminal fraud, Mr. Hawes stated that frauds were committed most readily against the Government, and next to the Government against companies, rather than against firms or individuals.

Every one engaged in home or foreign trades, subject to high or prohibitory duties, must know how constantly he was exposed to the temptation of evading them.

Look, too, at the income-tax returns. Who is there who believes in the smallness of the number of persons in trade (804 only) returning incomes for £900 and £1,000 a year? And yet this is vouched by a positive declaration, which few would make to defraud a neighbour or a friend. It should be the first duty of Government to consider how taxes might be imposed so as to obtain the largest revenue, and afford the least temptation to fraud.

The same temptation to commit fraud against and by public companies exists. Friendship, interest, and ability to take and dispose of shares decide their appointments; and the dishonesty of many of their acts he attributed to a want of independence of thought and action, to a want of a deep sense and love of justice, and to other causes. In this way, and because the business matters of companies were not conducted as between two private men, the commercial morality of public companies had been so much lowered, and their proceedings had become so notorious for want of honourable dealing, as to induce a distinguished judge to characterise them as having neither bodies to be kicked, nor souls to be damned.

On the second point of the subject, Mr. Hawes went on to observe that the first principle of our bankruptcy law was erroneous.

It adopted the fundamental principle, that a trader, failing to pay his debts, had a right to be relieved by law from present and future liability, without the consent of his creditors. Mr. Hawes proceeded to show the absurdity and injustice of the distinction between traders and non-traders, and the encouragement it gave to fraud; and that no law of bankruptcy would be based on right principles until there was a clear distinction between those who became liable to it under honest and dishonest circumstances. He believed the principle of the Insolvent Court to be the right one; and that by creditors alone ought release from debts to be given.

The law ought to interfere between creditor and debtor—

1. To protect the debtor's person from arrest.

2. To secure an equitable and speedy distribution of his assets.

3. To restrain any vindictive exercise of power by a small body of creditors.

4. To regulate proceedings under which a debtor may be brought before the Court.

5. To record the orders and decisions of the Court and creditors, and to see that no impediment should prevent the free exercise of the bankrupt's talents and industry, and the recovery of his character in trade.

6. To punish with certainty and severity any commercial fraud or dishonesty.

With respect to the way in which the law incumbered the pursuit of justice, Mr. Hawes observed, first, upon the value of the county courts; however, stating that their expenses should be reduced; and that the tendency which existed to induce plaintiffs to employ attorneys—instead of advocating their plaints themselves—could not be too much checked.

Much evil and injustice was caused by the delay of hearing causes in court, which evil ought to be removed; and all unnecessary forms and technicalities cut away.

Mr. Hawes then called attention to the 17th section of the Statute of Frauds, excluding from the law's operations unwritten contracts, of which he strongly disapproved, and said that it did not lessen, but encouraged fraud.

The action of the client was restricted. The system of etiquette observed between barristers and solicitors, and the custom of remunerating a solicitor for his services by fixed rules, irrespective of real talent, could not be too soon abrogated.

By delays of law. He particularly alluded to the trial of causes in the country, which took place but twice a year, and at which great expense was incurred; and complained of the indolent habit of some judges of forcing parties in court to a reference, after all the preliminary expenses had been incurred; for it was clear, that, if the parties had not deemed the decision of a superior judge of more value than that of a junior barrister, they would not have carried their cause into court at all.

In conclusion, Mr. Hawes expressed his belief that commercial morality was yet high, despite the blotches on its fame that occasionally came to light; and hoped the time would come when every one would look to the law as his surest friend, and when all its proceedings, however varied by custom, should be

based upon sound principles, and administered with such a stern regard to justice, that it would always protect the right, and punish the wrong.

(To be continued.)

Chancery Judges' Chambers.

Regulations to be observed in the Conduct of Business at the Chambers of the Master of the Rolls and the Vice-Chancellors, by order of the Right Honourable Sir JOHN ROMILLY, *Master of the Rolls; the Honourable the Vice-Chancellor Sir* RICHARD TORIN KINDERSLEY; *the Honourable the Vice-Chancellor Sir* JOHN STUART; *and the Honourable the Vice-Chancellor Sir* WILLIAM PAGE WOOD—*this 8th day of August*, 1857.

I. Summonses are not to be altered after they are sealed, except upon application at chambers, and any alterations then made will be marked with the seal of such chambers.

II. Upon applications for time to answer, a printed copy of the bill and the interrogatories to be answered are to be produced.

III. Whenever any matter is adjourned from the court to chambers, or any directions are given in court, to be acted upon at chambers, whether upon a matter adjourned into court from chambers, or upon any other occasion, without an order being drawn up, a note signed by the registrar, stating for what purpose such matter is adjourned to chambers, or the directions given, is to be procured from the registrar, and left at chambers.

IV. In drawing up decrees and orders to be left at chambers, the solicitors are to take care that every account, inquiry, sale, direction to appoint receiver, and other direction to be answered at chambers, is numbered consecutively according to the form set forth in the schedule C referred to in the General Order, No. 8, of 16th October, 1852, and that the other directions are not numbered.

V. At the same time that any decree or order made in a suit instituted by bill or claim is left at chambers, a print of the bill or claim is to be left.

VI. A note stating the names of the solicitors for all the parties, and showing for which of the parties such solicitors are concerned, is to be left at chambers with every decree or order.

VII. For the purpose of procuring the direction of the judge as to the manner of serving notice of a decree or order, pursuant to the 5th General Order of 1st June, 1854,

The plaintiff is to make an *ex parte* application by summons, and thereupon to show by affidavit as far as he is able—

1. *With respect to Infants.*

The ages of the infants.

Whether they have any parents or testamentary guardians, or guardians appointed by the Court of Chancery.

Where and under whose care the infants are residing, at whose expense they are maintained, and in case they have no father or guardian, who are their nearest relations.

And that the parents, guardians, relations, or persons upon whom it is proposed to serve the notice, have no interest in the matters in question, or, if they have, the nature of such interest, and that it is not adverse to the interests of the infants.

2. *With respect to Persons of Unsound Mind not found so by Inquisition.*

Where and under whose care such persons are residing, and at whose expense they are maintained.

Who are their nearest relations, and that such relations, or person upon whom it is proposed to serve the notice, have no interest in the matters in question, or, if they have, the nature of such interest, and that it is not adverse to the interest of the persons of unsound mind.

VIII. A copy of every certificate by a record and writ clerk of the entry of a memorandum of service of notice of a decree or order, and of every order giving liberty to a person served with such notice to attend the proceedings, certified by the solicitor, is to be left at chambers.

IX. Upon the notice of a claim having been entered at chambers by a creditor or other claimant served upon the solicitors in the cause, the number of the entry of the claim is to be stated.

X. Every alteration in an account verified by affidavit to be left at chambers is to be marked with the initials of the commissioner or officer before whom the affidavit is sworn, and such alterations are not to be made by erasures with the knife or other instrument.

XI. Accounts, extracts from parish registers, particulars of creditors' debts and other documents referred to by affidavit, are not to be annexed to the affidavit, or referred to in the affidavit as annexed, but are to be referred to as exhibits.

XII. Every certificate on an exhibit referred to in an affidavit signed by the commissioner or officer before whom the affidavit is sworn, must have the short title of the cause or matter.

XIII. Affidavits for the purpose of enabling the judge to fix reserved bids are to state the value of the property, by reference to an exhibit containing such value, so that the value may not be disclosed by the affidavit when filed.

XIV. As soon as particulars and conditions of sale settled at chambers have been printed, two prints thereof, certified by the solicitor to be correct prints of the particulars and conditions settled at the judges' chambers, are to be left at chambers.

XV. An office copy of the affidavit of the person appointed to sell, of the result of the sale, with the bidding paper and particulars therein referred to, are to be left at chambers at least one clear day before the day appointed for settling the certificate of the result of the sale.

XVI. Receivers' accounts are to be delivered at chambers on or before the day appointed for that purpose, and, in default, the receiver will be liable to the consequences imposed by the General Order of April 23, 1796.

XVII. All accounts, copies, and papers, left at chambers, are to be written upon foolscap paper bookwise, unless the nature of the document renders it impracticable to do so.

XVIII. Where any cause originating in chambers shall, at the original or any subsequent hearing thereof, have been adjourned for further consideration, such cause may, after the expiration of eight days, and within fourteen days from the filing of the certificate of the chief clerk of the judge to whose court the cause is attached, be brought on for further consideration by a summons to be taken out by the plaintiff or party having the conduct of the cause, and after the expiration of such fourteen days, by a summons to be taken out by any other party. And such summons is to be in the form prescribed by the Order No. 1 of the 16th October, 1852, and set forth in the schedule A thereto; and the object of the application may be stated as follows:—"That this cause, the further consideration whereof was adjourned by the order of the —— day of ——, 185–, may be further considered."

This summons is to be served six clear days before the return.

XIX. Upon applications for the appointment of guardians of infants and allowance for maintenance, the evidence is to show—

1. The ages of the infants.
2. The nature and amount of the infants' fortunes and incomes.
3. What relations the infants have.

XX. Upon applications to obtain the sanction of the Court to infants making settlements on marriage, under the Act of 18 & 19 Vict. c. 43, evidence is to be produced to show—

1. The age of the infant.
2. Whether the infant has any parents or guardians.
3. With whom or under whose care the infant is living, and if the infant has no parents or guardians, what near relations the infant has.
4. The rank and position in life of the infant and parents.
5. What the infant's property and fortune consists of.
6. The age, rank, and position in life of the person to whom the infant is about to be married.
7. What property, fortune, and income such person has.
8. The fitness of the proposed trustees and their consent to act.

The proposals for the settlement of the property of the infant and of the person to whom such infant is proposed to be married, are to be submitted to the judge.

XXI. For the purpose of procuring the appointment of a guardian to infants under the Act of Parliament of 19 & 20 Vict. c. 120, and the 10th General Order of 15th November, 1856—

A summons should be taken out in the names of the infants by a next friend, in the form used for originating proceedings in chambers, intituled in the same manner as the petition or intended petition—That ——, or some other proper person or persons, may be appointed guardian or guardians of the said infants, for the purpose of making an application on behalf of the said infants [*or* consenting on behalf of the said infants to an application] to the Court, under the provisions of the above Act. In case the application to the Court is to be made on behalf of the infants, the guardian must be appointed before the petition is presented. If the guardian is to consent

to an application, the guardian may be appointed either before or after the petition is presented.

Upon the application to appoint such guardian, the following evidence is to be adduced:—

1. The age of the infant.
2. Whether he has any parent, testamentary guardian, or guardian appointed by the Court of Chancery.
3. Where and under whose care the infant is residing, and at whose expense he is maintained.
4. In what way the proposed guardian is connected with the infant, and why proposed, and how qualified to be appointed.
5. That the proposed guardian has no interest in the intended application, or if he has, the nature of his interest, and that it is not adverse to the interest of the infant.
6. The consent of the guardian to act.
7. The nature of the intended application to the Court.

XXII. For the purpose of procuring the direction of the Judge for leave to make or consent to an application on behalf of infants or lunatics under the said Act of 19 & 20 Vict. c. 120, and the 10th General Order of November 15, 1856, a summons is to be taken out after the petition is presented in the ordinary form, intituled in the same manner as the petition, by the guardian of the infants or committee of the lunatic, that he may be at liberty, on behalf of the infant or lunatic, to make the application [*or* consent to the application] to the Court proposed to be made by the petition presented to the Lord Chancellor [*or* Master of the Rolls] on the —— day of ——.

Upon this application the guardian or committee should make an affidavit that he believes it to be proper and for the benefit of the infant or lunatic that the application proposed to be made should be made [*or* consented to], on behalf of the said infant or lunatic, and such other evidence, if any, should be adduced, as the circumstances of the case may require, to show the propriety of the application so far as the infant or lunatic is concerned, and the petition should be produced.

XXIII. For the purpose of procuring the directions of the Judge, pursuant to the 3rd General Order of November 15, 1856,

A summons is to be taken out after the petition has been answered, intituled in the same manner as the petition, that directions may be given in what newspapers the notices required by the Act are to be inserted.

The petition is to be produced on the return of the summons, and the judge's direction will be written on the petition and signed by his Chief Clerk.

XXIV. The forms set forth in the schedule hereto are to be adhered to, and only to be varied in so far as may be necessary to meet the circumstances of the case.

(Signed) JOHN ROMILLY, M. R.
RICHARD T. KINDERSLEY, V. C.
JOHN STUART, V. C.
W. P. WOOD, V. C.

Court Papers.

Chancery.

SITTINGS—MICHAELMAS TERM, 1857.

LORD CHANCELLOR.

At Westminster.

Monday, Nov. 2...App. Mtns. & Apps.

At Lincoln's Inn.

Tuesday, Nov. 3...Ptns. & Appeals.
Wednesday 4, Thursday 5, Friday 6, Saturday 7, Monday 9, Tuesday 10 — Appeals.
Wednesday 11...App. Mtns. & Apps.
Thursday 12, Friday 13, Saturday 14, Monday 16, Tuesday 17 — Appeals.
Wednesday 18...App. Mtns. & Apps.
Thursday 19, Friday 20, Saturday 21, Monday 23 — Appeals.
Tuesday 24...Ptns. & Appeals.
Wednesday 25...App. Mtns. & Apps.

MASTER OF THE ROLLS.

At Westminster.

Monday, Nov. 2...Motions.

At Chancery Lane.

Tuesday, Nov. 3...Gen. Ptn. Day.
Wednesday 4, Thursday 5, Friday 6, Saturday 7, Monday 9, Tuesday 10 — General Paper.
Wednesday 11...Motions.
Thursday 12, Friday 13, Saturday 14, Monday 16, Tuesday 17 — General Paper.
Wednesday 18...Motions.
Thursday 19, Friday 20, Saturday 21, Monday 23 — General Paper.
Tuesday 24...Gen. Ptn. Day.
Wednesday 25...Motions.

N.B.—Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday*. The Unopposed Petitions to be taken first.

NOTICE.—Consent Petitions must be presented, and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.

At Westminster.

Monday, Nov. 2...App. Motions.

At Lincoln's Inn.

Tuesday, Nov. 3...App. Mtns. & Apps.
Wednesday 4, Thursday 5 — Appeals.
Friday 6 — Ptns. in Lun. and Bktcy., App. Ptns. and Appeals.
Saturday 7, Monday 9, Tuesday 10 — Appeals.
Wednesday 11...App. Mtns. & Apps.
Thursday 12...Appeals.
Friday 13 — Ptns. in Lun. and Bktcy., App. Ptns. and Appeals.
Saturday 14, Monday 16, Tuesday 17 — Appeals.
Wednesday 18...App. Mtns. & Apps.
Thursday 19...Appeals.
Friday 20 — Ptns. in Lun. and Bktcy., App. Ptns. and Appeals.
Saturday 21, Monday 23, Tuesday 24 — Appeals.
Wednesday 25...App. Mtns. & Apps.

V. C. SIR R. T. KINDERSLEY.

At Westminster.

Monday, Nov. 2...Motions.

At Lincoln's Inn.

Tuesday, Nov. 3, Wednesday 4, Thursday 5 — General Paper.
Friday 6...Ptns. (unop. first).
Saturday 7 — Sht. Causes, Cls., & General Paper.
Monday 9, Tuesday 10 — General Paper.
Wednesday 11...Mtns. & Gen. Paper.
Thursday 12...General Paper.
Friday 13...Ptns. (unop. first).
Saturday 14 — Sht. Causes, Cls., & General Paper.
Monday 16, Tuesday 17 — General Paper.
Wednesday 18...Mtns. & Gen. Paper.
Thursday 19...General Paper.
Friday 20...Ptns. (unop. first).
Saturday 21 — Sht. Causes, Cls., & General Paper.
Monday 23, Tuesday 24 — General Paper.
Wednesday 25...Mtns. & Gen. Paper.

V. C. SIR JOHN STUART.

At Westminster.

Monday, Nov. 2...Motions.

At Lincoln's Inn.

Tuesday, Nov. 3, Wednesday 4, Thursday 5 — General Paper.
Friday 6...Ptns. & Gen Paper.
Saturday 7 — Sht. Causes and Cls., & Gen. Paper.
Monday 9, Tuesday 10 — General Paper.
Wednesday 11...Mtns. & Gen. Pap.
Thursday 12...General Paper.
Friday 13...Ptns. & Gen. Paper.
Saturday 14 — Sht. Causes & Cls., & General Paper.
Monday 16, Tuesday 17 — General Paper.
Wednesday 18...Mtns. & Gen. Paper.
Thursday 19...General Paper.
Friday 20...Ptns. & Gen. Paper.
Saturday 21 — Sht. Causes and Cls., & Gen. Paper.
Monday 23, Tuesday 24 — General Paper.
Wednesday 25...Mtns. & Gen. Paper.

V. C. SIR W. PAGE WOOD.

At Westminster.

Monday, Nov. 2...Motions.

At Lincoln's Inn.

Tuesday, Nov. 3, Wednes., 4, Thursday 5, Friday 6 — General Paper.
Saturday 7 — Ptns., Sht. Causes, Cls., & Gen. Paper.
Monday 9, Tuesday 10 — General Paper.
Wednesday 11...Mtns. & Gen. Paper.
Thursday 12, Friday 13 — General Paper.
Saturday 14 — Ptns., Sht. Causes, Cls., & Gen. Paper.
Monday 16, Tuesday 17 — General Paper.
Wednesday 18...Mtns. & Gen. Paper.
Thursday 19, Friday 20 — General Paper.
Saturday 21 — Ptns. Sht. Causes, Cls., & Gen. Paper.
Monday 23, Tuesday 24 — General Paper.
Wednesday 25...Mtns. & Gen. Paper.

NOTICE.—Claims will be placed in the Paper after Short Causes, &c., on each *Saturday*, in precedence of the General Paper.

CAUSE LISTS.—MICHAELMAS TERM, 1857.

☞ *The following Abbreviations have been adopted to save space:—*

A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Csts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. D.* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearsing—*S. O.* Stand Over—*Sh.* Short.

LORD CHANCELLOR.

APPEALS.

Dixon *v.* Gayfere
Ditto *v.* Ditto
Fluker *v.* Gordon
Caddick *v.* Skidmore
Warden *v.* Jones
Dempster *v.* Graham
Randfield *v.* Randfield
Cotesworth *v.* M'Gachen
Fowler *v.* Wyatt
Perry Herrick *v.* Attwood

MASTER OF THE ROLLS.

CAUSES, &c.

Reade *v.* Woodrooffe (Exons. to ans)
Maxwell *v.* The Port Tenant Patent Steam Fuel & Coal Co. (Cause)
Smith *v.* Same Defts. (do.)
Swinfen *v.* Swinfen (do.)
Swinfen *v.* Swinfen (do.)
Attorney-Gen. *v.* Dean and Canons of Windsor (M. for dec.)
Somersetshire Coal Canal Co. *v.* Harcourt (do.)
Tweedale *v.* Hulme (do.)
Allen *v.* Herring (do.)
Sturgis *v.* Morse (Cause)
Rennie *v.* Young (do.)
Wheaton *v.* Graham (do.)
Lowe *v.* North (do.)
Blincow *v.* White (M. for dec.)
Mott *v.* Goode (Cause)
Boag *v.* Stanfen (M. for dec.)
Stanfen *v.* Boag (do.)
Alsop *v.* Bell (Cause)
Lenty *v* Hillas (do.)
Austen *v.* Boys (do.)
Denton *v.* Lord J. Robt. Manners (Fur. con. and sums. to vary cert.)
Duncan *v.* Shuter (M. for dec.)
Smith *v.* Pavier (do.)
Waller *v.* Barrett (Fur. cons. and summs. to vary certificate)
Mocatta *v.* Bell (M. for dec.)
Timmis *v.* Steele (do.)
Feakes *v.* Standley (Sp. case)
Dalton *v.* Thompson (Cause)
Formby *v.* Davies (M. for dec.)
Heather *v.* O'Neill (Cause)
Townley *v.* Carter (M. for dec.)
Scamell *v.* Graham (do.)
Bainbridge *v.* Bainbridge (Cause)
Serjeant *v.* Nicholls (M. for dec.)
Powell *v.* Powell (do.)
Williams *v.* Page (Cause)
Hagley *v.* Gummer (M. for dec.)
Atherton *v.* Langford (Sp. case)
Cook *v.* Head (M. for dec.)

Kelcey v. Kelcey (do.)
Child v. Jones (Fur. cons. and sums. to vary certificate)
Ward v. Tyrrell (Cause)
Baxter v. Charlesworth (M. for dec.)
Tracy v. Butcher (do.)
Attorney-Gen. v. West (Cause)
Jeans v. Cooke (do.)
Holgate v. Jennings (Fur cons. and sums. to vary certificate)
Smith v. The Metropolitan Board of Works (Cause)
Prince v. Hine (M. for dec.)
Scott v. Sheppard (Cause)
Brown v. Brown (M. for dec.)
Ellis v. Bartrum, Bartrum v. Ellis (Fur. cons. and two sums. to vary certificate)
Landon v. Landon (M. for dec.)
King v. Spencer (Claim)
Harrison v. Drew (Sp. case)
Vyvyan v. Braddon (Fur. cons.)
Shepherd v. Churchill (do.)
Moore v. Petchell (Fur. cons. and summons to vary certificate)
Smith v. Smith (Fur. cons.)
Crosher v. Willey (M. for dec.)
Baker v. Colmer, Pryce v. Dendy, Pryce v. Shaw (Fur. dirs. & csts.)
Bigg v. Strong (Cause)
Arrowsmith v. Wetherell (Fur. cons.)
Bown v. Stenson (Claim)
M'Donald v. Richardson (M. for dec.)
Levy v. Syer (Claim)
Brunskill v. Caird (Fur. cons.)
Carrington v. Younghusband (Caus.)
Birds v. Askey (Fur. cons.)
Cleverley v Cleverley, Cleverley v. Whiteor, England v. Ventham (F. drs. & csts)
Blackford v. Blackford (M. for dec.)
Crallan v. Oulton (6) (Fur. d. & cst.)
Morley v. Morley (M. for dec.)
Humphreys v. Richards (Fur. cons.)
Merchant Taylors' Co. v. Truscott (F. cons. & m. to vary certificate)
Garnett v. Acton (Fur. cons. & two sums. to vary certificate)
Dawes v. Ridgway (Fur. cons.)
Britton v. Mars (Cause)
Dods v. Dufton (Claim)
Campbell v. Vandervell (Cause)
Tucker v. Loveridge (M. for dec.)
Lake v. Brutton, Lake v. Brutton (Fur. cons.)
Annanddle v. Beckwith (M. for dec.)
Ridgway v. Newstead (do.)
Harvey v. Addington (do.)
Griffiths v. Howard (do.)
Chancellor v. Morecraft (4) (Fur. dirs. and costs)
Jenkins v. Homfray (M. for dec.)
Talbot v. Stephenson (Cause)
Richardson v. Martin (M. for dec.)
Heap v. Heap (do.)
Saunders v. Norris (do.)
Hardwicke v. Hardwicke (do.)
Rayner v. Terry (do.) [short]
Conder v. Dalton, Dalton v. Conder (Fur. cons.)
Simpson v. Beattie (Cause)

LORDS JUSTICES.

Appeals.

Robson v. Lord Devon
Skelton v. Cole
Lyle v. Earl of Yarborough
Yem v. Edwards
Harrison v. Mayor, &c., of Southampton
Glover v. Weedon
Farebrother v. Gibson
King v. King
Ford v. Heeley

VICE-CHANCELLOR Sir R. T. KINDERSLEY.

Causes, &c.

Gardiner v. Slater (F. C.)
Price v. Pugh (F. D. and costs)
Gray v. Dowman (M. for dec.)
Maltby v. Grey (F. C.)
Johnson v. Routh (Cause)
Violet v. Finch (do.)
Bozzoni v. Rogerson (do.)
Broadhurst v. Garrard (M. for dec.)
Lord v. Colvin (Cause)
Colvin v. Lord (do.)
Cochrane v. Cochran, Barton v. Colvin, Lord v. Colvin, Lord v. Colvin, Lord v. Colvin (Rehearing)
Moorhouse v. Colvin (Cause)
Staunton v. Barrington (do.)
Selby v. Fraser (do.)
Nevin v. Smith (M. for dec.)
Fox v. Charlton (do.)
Tarratt v. Lloyd (F. C.)
Merlin v. Murphy (M. for dec.)
Davison v. Trevellion (do.)
Bond v. Bell (Cause)
Esdaile v. Neale (M. for dec.)
Webster v. Bradley (do.)
Davenport v. Davenport, Booth v. Wise (F. C.)
Sharpnell v. Sharpnell (do. short)
Addison v. Bell (M. for dec.)
Bell v. Bell (do.)
Dodson v. Sammell (F. C.)
Prince v. Stevens (Cause)
Boulnois v. Taylor (do. short)
Kenrick v. Wilcox (F. C.)
Pooley v. Quilter (Cause)
Wayne v. Lewis, Wayne v. Parke (F. C.)
Farrer v. Dayne (F. C.)
Ewart v. Williams, Williams v. Ewart Ex. to Master's report
Foster v. Dawber (M. for dec.)
Scott v. Deffell (F. C.)
Sterky v. Holmes (Cause)
Holmes v. Sterky (do.)

VICE-CHANCELLOR Sir JOHN STUART.

Causes, &c.

Barnes v. Thrupp (D.)
Simpson v. Chapman (F. C. and Mtn. to vary certificate)
Scott v. The Mayor, &c., of Liverpool (Cause)
Birch v. Sewell (Two mtns. to vary Chf. Clerk's certf.)
Wedderburn v. Wedderburn (Mtn. for dec.)
Southern v. Sidney (do.)
Hutton v. Taylor, George v. Taylor (Cause)
Cory v. Watts (Mtn. for dec.)
Brook v. Brook, Brook v. Brook (Fur. cons.)
Prichard v. Lodge (Cause)
Lodge v. Prichard (F. D. & costs)
Hannam v. Sims (Mtn. for dec.)
Alderson v. White (Cause)
Cottrell v. Ledsam (Mtn. for dec.)
Smith v. Page (Cause)
Marrison v. Hamerton (M. for dec.)
Harris v. Morgan (Cause)
Spring v. Haslett (Fur. cons.)
Bird v. Mayhew (Mtn. for dec.)
Parker v. Taswell (do.)
Bowes v. Goslett (do.)
The Oriental Bank Corporation v. Cairow (do.)
The Oriental Bank Corporation (v. Nicholson (do.)
Williams v. Roberts (do.)
Meynell v. Wright (Cause)
Griggs v. Wakeling (Mtn. for dec.)
Ravenhill v. Smith (Cause)
Hawks v. Mullins (Fur. cons.) (S. O.)
Redhead v. Stevenson (M. for dec.)
Shaw v. Walker (Fur. cons.)
Birch v. Sewell (Fur. cons. & two mtns. to vary crtf.)
Fox v. Newstead (Mtn. for dec.)
Sugden v. Crossland (Fur. cons.)
Welsh v. Colquhoun (do.)
Doyle v. Riddell (Mtn. for dec.)
Dawson v. Dawson (do.)
Robertson v. Norris (Cause)
Cobb v. Mostyn (Mtn. for dec.)
Hollis v. Bryant (Fur. cons.)
Hamilton v. Arrowsmith (do.)
Morgan v. Higgins (do.)
Walton v. Wright (Cause)
Trappes v. Roskell (Fur. cons.)
Swift v. Swift (do.)
Walker v. Whitehouse (M. for dec.) (Short)
Vorley v. Cooke (Cause)
Cooke v. Vorley (do.)
Wilkinson v. Redhead (do.)
Latchford v. Fowkes (do.)
Stevens v. Stevens (Mtn. for dec.)
Russell v. Green (Fur cons.)
Grange v. Warner, Grange v. Warner (F. D. & costs.)
Debney v. Eckett (Fur. cons.)
Horn v. Colman (do.)
Fisk v. Norton (3) (do.)
Howorth v. Tolson (Mtn. for dec.)
Field v. Field (Cause)
Burgess v. Moxon (Fur. cons.)
Attorney-General v. Harvey (F. D. and costs)
Powell v. Pritchard (Mtn. for dec.)
Greenwood v. Greenwood (F. cons.)
Aylmer v. Bodger (Mtn. for dec.)
Churchill v. Holmes (do.)
Hall v. Fox (do.)
In re Brooker's Estate, Brooker v. Brooker, Brooker v. Brooker (F. cons. & summons to vary certf.)
Munk v. Cole (Fur. cons.)
Harrison v. Deacon (Mtn. for dec.)
Kaye v. Kaye, Kaye v. Tees (Fur. cons.)
Ellis v. Ellis (F. C. & two sums. to vary certificate)
Cocks v. Stanley (Mtn. for dec.)
Alford v. Jaquet (do.)
Neve v. Thompson (do.)
Laen v. Allvey, Laen v. Allvey (Mtn. for dec.)
Price v. Watson (Fur. cons.)

VICE-CHANCELLOR Sir WILLIAM P. WOOD.

Causes, &c.

Snelgar v. Chambers (M. for dec. pt. hd.)
Hayter v Tucker (Fur. con. pt. hd.)
Farebrother v. Arkell (Cause, pt. hd. restored by order)
Smith v. Allfree (demr.)
The Commissioners of Sewers for the Levels of Havering, Dagenham, Ripple, &c. v. Victoria London Dock Co. (do.)
Milsome v. Long (Cause)
Chambers v. Flood (M. for dec.)
Marsland v. Mitarachi (Cause)
Fox v. Jackson (M. for dec.)
Purser v. Darby (do.)
Janes v. Page, Mingay v. Page (Cause)
Browne v. The London Necropolis and National Mausoleum Co. (M. for dec.)
East Anglian Railway Co. v. Goodwin (Cause)
Robins v. Pearse (M. for dec.) [Nov. 10th]
Forbes v. Forbes (Cause)
Jones v. Dudson (do.)
Crowther v. Sutcliffe (do.)
Kitson v. Shaw (M. for dec.)
Keith v. Partridge (do.)
Hansom v. Reece (do.)
Cutler v. Cutler (do.)
Lomax v. Sutton (do.)
Shaw v. Fryer (do.)
Sanders v. Clayton (do.)
Hamond v. Walker (do.)
Emerson v. Mason (do.)
M'Mahon v. Herne (Cause)
Attorney-Gen. v. Pretyman, Attorney-Gen. v. Dean, &c. of Lincoln (Ex. to Mast's. reprt.)
Attorney-Gen. v. Pretyman, Attorney-Gen. v. Dean, &c. of Lincoln (Fur. dirs. & costs)
Attorney-Gen. v. Pretyman, Attorney-Gen. v. Bp. Lincoln (F. D. & cst)
Richardson v. Adams (M. for dec.)
Soar v. Foster (Cause)
Grinsted v. Marsh (do.)
Clubb v. Harris (do.)
Talbot v. Kemshead (do.)
Handley v. Worthington (M. for d.)
Merryweather v. Walker (Sp. case)
Alexander v. Alexander (M. for dc.)
Brown v. Stockton and Darlington Railway Co. (do.)
Wilkinson v. Wilkinson (Cause)
Chappell v. Haynes (Sp. case)
Hill v. Walker (Cause)
Wycherley v. Barnard (M. for dec.)
Goodman v. Robinson (do.)
Vandenberg v. Palmer (Cause)
Bourdillon v. Roche (Cause)
Martin v. The West of England Fire and Life Insurance Co. (do.)
Beavan v. Macqueen (do.)
Hughes v. Evans (do.)
Robinson v. Preston (M. for dec.)
Jackson v. Price (do.)
Whitmore v. Lane (do.)
Taylor v. Roebuck (do.)
Manchee v. Kay (do.)
Meates v. Bell (do.)
Horsfall v. Garnett (Cause)
Davies v. Dimsdale (do.)
Garsden v. Dugdale (do.)
Lord Ongley v. Lindsell (do.)
Prole v. Soady (do.)
Carrington v. Carrington (do.)
Ernest v. Cutts (Cause pro con.)
The Official Manager of the Athenæum Life Assurance Society v. Bartlett (Cause)
The Official Manager of the Athenæum Life Assurance Society v. Pooley (do.)
Kennett v. Hunt (do.)
Hutchins v. Osborne (Sp. case)
Wythes v. Labouchere (Cause)
Burrell v. Moffatt (M. for dec.)
Fairband v. Murgatroyd (Fur. con.)
Birch v. Summer (Claim)
Hiron v. Bowme (Fur. cons.)
Perkins v. Owen (Cause)
Crosthwaite v. Dean (Fur. cons.)
Tabor v. Pooley (do.)
Walker v. Peddle (do.)
Blake v. Holford (do.)
Wilkes v. Jones (do.)
Taylor v. Millington (do.)
Mumford v. King (M. for dec.)
Mitchell v. Barlee (Cause)
Brooksbank v. Frith (do.)
Freme v. Brade (M. for dec.)
Lloyd v. Attwood (Cause)
Attwood v. Lloyd (do.)
Dixon v. Peel (Fur. cons.)
Southall v. Matthews (Cause)
Benson v. Sarl (do.)
Ashley v. Fox (Claim)
Webb v. Webb. (M. for dec.)
Green v. Eastern Counties Railway Co. (Cause)
Perkins v. Mellor (Fur. cons.)
Powell v. Aiken (Cause)
Abbott v. Blair (do.)
Gedye v. Duke of Montrose (do.)
Te Curn Eigia Quarry Slate & Slab Co. (Limited) v. Lee (M. for dec.)
Foster v. Strong (Cause)
Harries v. Williams (M. for dec.)
Notley v. Izant (Cause)
Earp v. Lloyd (M. for dec.)

Queen's Bench.

ENLARGED RULES.—Michaelmas Term, 1857.

To the First Day of Term.

Rose v. Caldwell.
In the matter of Harrison Padmore, Gent., one, &c.
Ex parte James Greenwood.
The Queen v. The Inhabitants of the Township of Royton.
The Queen v. The Mayor, Aldermen, and Burgesses of Liverpool.
The Queen v. Joseph Arnold and Another, Justices of Berks, Inhabitants of East Haybourn.
The Queen v. Same, Inhabitants of West Haybourn.
The Queen v. Llynvi Valley Railway Co.

Tuesday, Nov. 24.

The Queen v. The Guardians of the Poor of the City of London Union.

SPECIAL PAPER.

For Judgment.

Dem. The Queen v. Eton College and Another.

For Argument.

Dem. Chamberlaine v. Willoughby and Another (stands for arrangement).

Dem. The London Dock Company v. Sinnott.
Dem. Elder v. Beaumont and Another (to come on for argument with Rule in New Trial Paper).
Sp. Case. Goodwin v. Noble and Others.
Co. Cot. Ap. Silvester v. Hampson.
Sp. Case. The North Staffordshire Railway Company v. The London and North-Western Railway Company.
Dem. Lazard v. Spartali.
Sp. Case. Benomi and Wife v. Backhouse.
" Wallas v. Same.
" Longstaff v. Same.
" Robinson v. Same.
" Thompson v. Same.
Dem. Jones and Others v. Swayne and Another.
Co. Cot. Ap. Wadlow v. Rides.
Dem. Ollivier and Another v. Lovell.
Dem. to 4th Plea. } Cornill v. Hudson.
Dem. to Replication to 7th Plea. } Same v. Same.

NEW TRIAL PAPER.—EASTER TERM, 1857.

Northumberland. Heald v. Pickersgill (stands over).

Tried during Term.

Middlesex. Tennant v. Field.

TRINITY TERM, 1857.

Middlesex. Chapman v. Van Toll.
" Van Toll v. Chapman.
" The case of Power and Another v. Burchnall (to come on for Argument with these Rules).
London. Trevis v. South Eastern Railway Company and Another.
" Ridear v. Salisbury.
" Heinecky v. Earl and Others.
" Elder v. Beaumont (Dem. and this Rule to come on together).

Tried during Term.

Middlesex. Peyron and Another v. Kennard.
" Munro v. Butt.
" Randle v. Gould and Another.
" Read v. Plumer.
" Power and Another v. Burchnall.

CROWN PAPER.—MICHAELMAS TERM, 1857.

Saturday, Nov. 7.

Staffordshire. The Queen on the prosecution of James Mann, Respondent, v. Thomas Bourne, jun., Appellant.
Surrey. The Queen v. The Board of Works of the District of St. Olave, Southwark.
Norwich. The Queen on the prosecution of The Norwich Waterworks Company, Respondent, v. John B. Snowdon and two Others, Appellants.
Middlesex. The Queen on the prosecution of The Vestrymen of St. Marylebone, Respondents, v. The Royal Medical and Chirurgical Society of London, Appellant.
Derbyshire. The Queen v. William Wake.
Portsmouth. The Queen v. Alexander Stewart.
" The Queen v. Edward Edwards.
" The Queen v. J. J. Lake.
" The Queen v. E. Stainsby.
" The Queen v. Henry Wm. Breton.
" The Queen v. Thos. Foster.
Oxfordshire. The Queen v. Richard Woods.
Cumberland. The Queen on the prosecution of John Bird, Respondent, v. P. Henry Howard, Appellant.
Glamorgan. The Queen on the prosecution of The Cardiff Board of Health, Respondent, v. The Taff Vale Railway Company, Appellant.
" Same v. Same.
Dover. The Queen on the prosecution of The Mayor, &c., of Dover, Respondents, v. Wm. Richardson, Appellant.
Hants. The Queen v. William Padwick.
Staffordshire. William H. Walker, Plaintiff in error, v. The Queen, Defendant in error.
Cambridgeshire. The Queen v. The Inhabitants of the Parish of Horningsea.
Gravesend. The Queen on the prosecution of Frederick Banks, Respondent, v. Thomas Stanton, Appellant.
Sunderland. Benjamin Hannagan, Appellant, v. The Overseers of the Parish of Bishopwearmouth, Respondents.
Carmarthen. Lemon Thomas, Appellant, v. Evan Evans, Respondent.
Middlesex. The Board of Works for the Poplar District, Appellants, v. Nicholas Knight and Another, Respondents.
" John Jay, Appellant, v. Henry John Hammon, Respondent.
" The Queen on the Prosecution of The Trustees of the Poor of the Parish of St. John, Hackney, Respondents, v. The Rev. Thos. Oliver Goodchild, Clerk, Appellant.
" Same v. The Rev. Thomas Davis Lamb, Clerk, Appellant.

Common Pleas.

DEMURRER PAPER.—MICHAELMAS TERM, 1857.

Monday, Nov. 2 .....
Tuesday, Nov. 3 ..... } Motions in arrest of Judgment.
Wednesday, Nov. 4 .....
Thursday, Nov. 5 .....

Special Arguments.—Wednesday, Nov. 11.

Dem. Surr v. Lee.
Nisi Pri. Ca. Carpenter v. Parker.
Sp. Case. Bedford v. The Warden and Society of the Royal Town of Sutton Coldfield.
" Silvester v. Bedford, Clerk.
Co. Cot. Ap. Weaver, Appellant, v. Joule and Others, Respondents.
Sp. Case. Poppleton v. Buchanan.
Sp. Case. Egerton and Ux. v. Massey and Others.
" Powis v. Butler and Another.
" Fry v. Russell.

Friday, Nov. 13.

Dem. Tabor and Others v. Edwards.

Wednesday, Nov. 18.

REMANET PAPER.—ENLARGED RULES.

To the First Day of Term.

In the matter of the complaint of Nicholson and Another . The Great Western Railway Company.

To the Sixth Day of Term.

In the matter of the complaint of Baxendale and Others v. The North Devon Railway Company.
In the matter of the complaint of Harris and Another v. The Cockermouth and Workington Railway Company.
In the matter of the complaint of Thomas Moy v. The Eastern Counties Railway Company.
Walker and Ux. v. Whitaker (enlarged until proceedings in Chancery are disposed of).
Walker v. Bartlett (enlarged until the application in action in Exchequer is disposed of).

NEW TRIALS.—EASTER TERM, 1857.

London. Last v. Edwards.
Kent. Neyler and Another v Passfield.
Middlesex. King v. The Accumulative Life Fund and General Assurance Company.
" Horlor v. Carpenter.
" Matthews and Another v. Feuillan.

TRINITY TERM, 1857.

Middlesex. Bennett and Others v. Herring and Others.

FOR JUDGMENT.

Simmonds v. Tayler, Public Officer, &c.
Roberts v. Eberhardt.
Laws and Another v. Rand.

Births, Marriages, and Deaths.

BIRTHS.

BLOXAM—On Oct. 27, at 20 Gloucester-terrace, Hyde-park-gardens, the wife of Edward Bloxam, Esq., of a daughter.
CURREY—On Oct. 25, the wife of Edmund Charles Currey, Esq., of Doctors'-commons, of a son.
LEWERS—On Oct. 27, at Dartmouth-house, Forest-hill, Kent, the wife of William Lewers, Esq., Barrister-at-Law, of a son.
PATERSON—On Oct. 22, at Sheffield-gardens, Kensington, the wife of W. B. Paterson, Esq., of a daughter.

MARRIAGES.

MACE—BUCKLER—On Oct. 27, at Brixton, by the Rev. Dr. Harrison, William Glover Mace, Solicitor, Tenterden, Kent, to Charlotte Search, second daughter of Henry Peach Buckler, of Camberwell, Surrey.
OWEN—TEAGUE—On Oct. 22, at St. Mark's, Kennington, by the Rev. J. Lingham, M.A., Rector of St. Mary's, Lambeth, Henry James Owen, Esq., of St. Alban's-road, Kensington, to Elizabeth Anne, second daughter of Charles Brooks Teague, Esq., of The Lodge, South Lambeth.

DEATHS.

LINDSEY—On Oct. 25, Mr. George Lindsey, of Albion-grove West, Barnsbury, aged 51, for thirty-six years of the Admiralty Solicitor's Office.
OLIVER—On Oct. 22, at 6 Park-road, Regent's-park, Henry Oliver, Esq., Proctor, of Doctor's-commons.
TOWSEY—On Oct. 20, at Hammersmith, Edward Towsey, of Quality-court, Chancery-lane, Solicitor.
NICHOLSON—On Oct. 28, aged 51, George Stewart Nicholson, Esq., of Doctors'-commons, younger son of the late William Nicholson, Esq., of St. Margaret's, Rochester.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CURLING, THOMAS BLIZARD, Surgeon, King's-rd., Bedford-row, £100 New 3 per Cents.—Claimed by THOMAS BLIZARD CURLING.
HINTON, THOMAS, Victualler, Wayman-st., Birmingham, and PENELOPE HINTON, his wife, £100 New 3 per Cents.—Claimed by PENELOPE HINTON, Widow, the survivor.
HURLOCK, PHILIP, Gent., St. George's-row, Chelsea, £1 per annum Long Annuities; and PHILIP HURLOCK, Gent., St. George's-row, Pimlico, £250 Consols.—Claimed by JAMES JOSIAH MILLARD, administrator.
INGLE, JOHN, Currier, Cambridge, £2,000 New 3 per Cents.—Claimed by MARY ANN INGLE, Widow, acting executrix.
STEDMAN, JAMES, Surgeon, JOHN RAND, Solicitor, and THOMAS HAYDON, Banker, all of Guildford, Surrey, £60 New 3 per Cents.—Claimed by JAMES STEDMAN and THOMAS HAYDON, the survivors.
SYMONS, WILLIAM, Master Mariner, Falmouth, £100 Consols.—Claimed by JANE SYMONS, Widow, sole executrix.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

CLARENZA, JULIA COUNTESS (who died Sept. 5, 1846), Widow, formerly of Blackheath, Kent, afterwards of Torquay, Devon, and late of Dawlish.—Her next of kin to apply by letter to Brickwood & Brooks, Proctors, 6 Dean's-ct., Doctors'-commons.
LUCE, LAWRENCE (a brother of HESTER LUCE, lately deceased, and whose family formerly lived at Berkeley, Gloucestershire), or his children, to apply by letter to Mr. Adey, Solicitor, Wotton-under-Edge.

Money Market.

CITY, Friday Evening.

The present week has been a time of great commotion on the Stock Exchange. English Securities have fluctuated very much. The closing price of Consols this afternoon is 89¾ to 89⅞ per Cent., being fully one per Cent. better than this day week. Numerous investments on the part of the public continue to be made, which materially strengthen the market. The demand for money has been very great at the Bank and in Lombard Street. The effect of deficiencies on the part of America, upon our finances and trade, is believed to be not yet fully developed.

The amount of specie intended for shipment to India and China by the next mail packet, is said to be about £900,000, which includes a certain proportion of the additional loan of one million taken by the East India Company to be shipped to the East Indies in silver by instalments. The terms of this loan are 6 per Cent interest, and for two years certain. One half is believed to be in the course of advance by the London and Westminster Bank, and the other half by other banking establishments. The returns of the Board of Trade for the month of September, 1857, show a considerable increase in exports when compared with the month of September, 1856. A large part of this increase is attributable to an advance of price in the raw material. The increase is nearly equal to that which appeared in the month of August, but very much less than was shewn in several of the previous months of the present year.

From the Bank of England return for the week ending the 24th October, 1857, which we give below, it appears that the amount of notes in circulation is £19,766,265, being a decrease of £416,980, and the stock of bullion in both departments is £9,369,794, showing a decrease of £154,684 when compared with the previous return.

It would be unreasonable to suppose that the amount of commercial disorder which, in the United States, has brought affairs into their present position could fail to produce in this country great pecuniary difficulties and a material falling off in trade. We surely have a right to feel satisfaction and pride that our merchants, bankers, and traders have, during so many weeks, maintained a position of general stability and solvency. No surprise ought to be felt, that, at the eleventh hour, long-protracted defalcation in remittances from America is disabling many establishments, recently of acknowledged credit and stable resources, from duly meeting their liabilities.

The failure of the Liverpool Borough Bank was announced on Tuesday, and all expectation of the regular resumption of its business appears to be given up. It is mentioned that the liabilities of this bank amount to a million, all of which it is hoped will be discharged. Arrangements have been made by which the Western Bank of Scotland, at Glasgow, would be fully enabled to meet any difficulties likely to arise, but on condition that the establishment shall be ultimately wound up. The deposits in this bank are reported to amount to about six millions. In London, and other seats of trade, and also in the manufacturing districts, many large failures have occurred during the week, others are anticipated, and business is paralysed.

Nothing less serious could be expected to ensue upon the intelligence that a long list of banks in New York and Boston have suspended their payments of specie. Lately these banks were represented as the bulwarks of credit. Now they are liable to the reproaches of the daily press for having, it is said, been the cause of an immense amount of ruin by continuing so long the struggle to make cash payments. Having now failed, the public are requested to believe that universal bankruptcy, or almost universal bankruptcy, is immediately to bring about a return of prosperity. According to the adage that, when things are at the worst they must mend, this expectation may be reasonable. If the circulating medium in the United States is to do its work for some indefinite time with little or no aid from specie, some part of the hard cash due to this country will probably be remitted. Such remittances will be encouraged by the high rate of interest here, which tends to check the transmission of bills, especially of bills the intention with regard to which might be to get them discounted on this side for the purpose of returning the proceeds in gold. Banks of issue in the United States promise, of course, to pay their notes on demand, but there appears very inadequate security for the fulfilment of this promise. According to the constitution of American banks, a deposit of securities is made in proportion to their issues. These deposits have not, like gold and silver, the certainty of being available at all times and for all occasions. They consist of stocks, and shares, and mortgages. These may be good for ultimate security, but some time must elapse in the usual state of affairs before such assets can be converted into cash; and in a time of general distrust the delay is prolonged, and in the meanwhile extensive ruin takes place.

The decrease of bullion reported by the Bank in the four weeks ending the 24th instant, amounts to about £1,900,000. The arrivals from the gold-producing countries during the last two weeks have replaced only a small amount of the specie taken for exportation, the demand for which continues to some extent. According to the evidence of the Governor and Deputy Governor of the Bank, taken before the select committee on the Bank Act, this demand has existed and been in progress constantly, with very small intervals, during the last six years, and, according to their estimate, has amounted to £56,530,000, the larger proportion being silver for India and China. Their evidence also shows, that, large as this amount is, it is by much the smaller part of the precious metals imported during the same period, the amount of which they estimate at £135,000,000.

It is a question of great importance how the remaining very large amount has been disposed of; and the evidence of the Bank authorities throws a curious and interesting light upon that question. They estimate that the increase to the European stock of bullion in those years is £79,000,000; this includes the addition which has been made to the circulation of this country, which addition, in respect to gold, is estimated, but without any certain data, at about £14,000,000. The circulation of gold in previous years is supposed to have been from thirty-six to forty millions, and to have increased of late years to about fifty millions, which increase has been called for by the increased wealth and trade of the country. As this increase has absorbed not more than about £14,000,000 of the £79,000,000 before mentioned, the sum of £65,000,000 remains as increase to the European stock of bullion, exclusive of the gold taken into circulation in this country. Notwithstanding these facts, the demand upon the Bank has existed as before mentioned, and has reduced the stock of bullion in that establishment from between fourteen and fifteen millions, the amount held in 1851, to between nine and ten millions, the amount held in the present year.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	210	210 8½	206 7	208 5 7	209 7	209
3 per Cent. Red. Ann.	87⅞ ⅞	87⅞ ½ ⅞	88⅜ 7⅜	87⅝ 8	88⅛	88⅜
3 per Cent. Cons. Ann.	88⅜ ⅜ ⅞	88⅜ ⅜ ⅜	89⅛ ⅛	88⅜ ⅛	88⅛	89½
New 3 per Cent. Ann.	87⅛ 8⅛	88 7⅛	88⅛ ⅛ 8	88⅛	87⅛ 8⅜	88⅜
New 3½ per Cent. Ann.	...	...	74	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	2	...	...	2	1 13-16	...
Do. 30 years (exp. Oct. 10, 1859	1 13-16	...	...	...	1 13-16	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	17⅜	...	17⅜	17⅜
India Stock	...	208 9	208½	211½ 8½	209 210	209½
India Bonds (£1,000)	...	35s. dis.	40s. dis.	...	...	...
Do. (under £1,000)	...	...	...	40s. dis.	45s. dis.	45s. dis.
Exch. Bills (£1,000) Mar.	11s. dis.	15s. dis.	15s. dis.	15s. dis.	11s. dis.	...
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	15s. dis.	10s. dis.	10s. dis	15s. dis.	...	...
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	15s. dis.	10s. dis	10s. dis.	15s. dis.	14s. dis.	...
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	...	...
Exch. Bonds, 1859, 3½ per Cent.	97⅜ ½	97½	97½ ⅜	...	97⅜ ½ ⅜	97⅜

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 24TH DAY OF OCTOBER, 1857.

Issue Department.

	£		£
Notes issued	23,252,105	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	8,777,105
		Silver Bullion	...
	£23,252,105		£23,252,105

Banking Department.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) .	10,254,541
Rest	3,239,499	Other Securities . .	20,404,597
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	4,861,740	Notes	3,485,840
Other Deposits . .	11,263,986	Gold and Silver Coin .	592,689
Seven day & other Bills	819,442		
	£34,737,667		£34,737,667

Dated the 29th day of October, 1857. M. Marshall, Chief Cashier.

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	...	...	...	83 4	83	...
Caledonian	79½ 9	78⅝ 7 8	78 7½	77½ ⅝	77½	77⅝ 8
Chester and Holyhead ...	...	...	...	30½	...	30½
East Anglian	18½ 18	...	18½	...	18½	18½ 18
Eastern Union A stock .	...	...	...	...	...	...
East Lancashire	...	90	...	...	...	...
Edinburgh and Glasgow	...	...	61¼	...	...	...
Edin., Perth. & Dundee .	...	27½	27½	27⅝	...	27⅝
Glasgow & South Western	...	...	...	...	...	...
Great Northern	93	94¼	93⅝	93	94¼	94⅜ 5
Gt. South & West. (Ire.).	...	...	97⅛	...	97⅛ 8	98½
Great Western	51⅝ ½	51⅝ 1½	51½ 50⅞	51½	50⅝ ⅝ 1	50⅝
Lancashire & Yorkshire .	93 2½	92⅝ ⅝ ½	92½ 2	92¼ ⅜	92½ ⅞	92⅝ ⅞
Lon., Brighton, & S. Coast	103 2	102	102½	102 3	102⅝	103½
London & North Western	95⅝ ½	95½ ⅝	95⅝ ½	95½ ½	96½	96½
London and S. Western .	89⅝	89½	88½	88½ ⅝	88½	88⅝
Man., Shef., and Lincoln	38½ ⅜ 8	38½	38 7½ ⅝	38 7½	37⅝ 8½	38½
Midland	82½ 1⅝	81⅝ ½ ⅝	82 1⅝ ½	81½ ⅝ ½	81¼ 2	82¼ ⅝
Norfolk	59	...	...	59½	...	...
North British	...	47⅝	47½	47½	...	47½
North Eastern (Berwick)	92½ ⅝ ½	91½	91¼ 1	90½ 1	91½	91½ ⅜
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv. .	...	29½	...	29⅝	...	30½
Scottish Central	...	...	...	..	...	...
Scot. N. E. Aberdeen Stock	22½	22 3	22¼ ⅛	...	...	...
Shropshire Union	46⅛	...	...	47⅛	...	...
South-Eastern	...	63½ ⅛	63 2⅛	62½ ⅜ ⅛	63½	63½
South-Wales	...	81½	...	...	...	...

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	4½
Law Life	63
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6⅛
London and Provincial	2⅛
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

Bankrupts.

Tuesday, *Oct.* 27, 1857.

HANCOCK, Sir Samuel, Kt. (Williams & Co.), Cattle-dealer, Emmetts, Eden-bridge, Kent; also Chemist and Druggist, of 8 Halken-st. West, Belgrave-sq., Middlesex. *Pet.* Oct. 26. Nov. 6, at 12.30, and Dec. 10, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers.

HAYDEN, Benjamin, Linendraper, 33 Bermondsey-st., Bermondsey. *Pet.* Oct. 24. Nov. 6, at 11, and Dec. 4, at 11.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Edwards, 15 Coleman-st.

INGALL, Henry, Wine Merchant, 23 Crutched-friars. *Pet.* Oct. 23. Nov. 6, at 2.30, and Dec. 1, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Cotterill & Sons, 32 Throgmorton-st.

KERBY, Charles William, Contractor, Nottingham. *Pet.* Oct. 24. Nov. 10 and Dec. 1, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris *Sols.* Sollory, Nottingham; or Reece, Truro-chambers, New-st., Birmingham.

LINGS, John Benjamin, & John Lings (Lings & Son), Cheesemongers, High-st., Southwark. *Pet.* Oct. 16. Nov. 6 and Dec. 8, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Linklaters & Hackwood, 17 Size-la., London.

MANDELBAUM, David, Importer of Foreign Goods and Merchandise, 12 and 13 Minories. *Pet.* Oct. 21. Nov. 7 and Dec. 8, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Lloyd & Rule, 26 Milk-st., City.

MONAGHAN, Patrick, Newspaper Proprietor, Wolverhampton, Staffordshire. *Pet.* Oct. 24. Nov. 6 and 26, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Neve, Wolverhampton; or Hodgson & Allen, Birmingham.

NICHOLSON, Joshua, Butcher and Cattle-dealer, Hexham, Northumberland. *Pet.* Oct. 21. Nov. 6, at 11, and Dec. 8, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Baty, Hexham; Lowes, Haydon-bridge; or Watson, 10 Royal-arcade, Newcastle-upon-Tyne.

OLIVER, David, Miller, Grange-mill, Kimberworth, Yorkshire. *Pet.* Oct. 17. Nov. 7 and Dec. 5, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Broadbent, Sheffield.

ROLFE, John, jun., Tailor, 110 Leadenhall-st. *Pet.* Oct. 23. Nov. 5, at 1, and Dec. 3, at 11.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Morris, Stone, Townson, & Morris, Moorgate-st.-chambers.

ROSE, Isaac, Jeweller, 45 Tooley-st., Southwark. *Pet.* Oct. 26. Nov. 7 and Dec. 8, at 12.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Wire & Child, St. Swithin's-la.

SELF, Jeremiah, Innkeeper, Crown Inn, Bishop's Waltham, Southampton. *Pet.* Oct. 23. Nov. 6 and Dec. 1, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers.

SOMMERVILLE, Thomas, Nurseryman, Abbey Nursery, Garden-rd., St. John's-wood. *Pet.* Oct 24. Nov. 6 and Dec. 4, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Oldershaw, St. Swithin's-la.

WILKINSON, John, Grocer, Warrington, Lancashire. *Pet.* Oct. 12. Nov. 6 and 27, at 1; Manchester. *Off. Ass.* Hernaman. *Sols.* D. & R. Evans, Liverpool; or Sale, Worthington, & Shipman, Manchester.

WOOD, Joseph, Timber Merchant, Salford, Lancashire. *Pet.* Oct. 22. Nov. 9 and 30, at 11; Manchester. *Off. Ass.* Hernaman. *Sol.* Heath, Swan-st., Manchester.

Friday, *Oct.* 30, 1857.

BAKER, George, Flour Factor, King's Cottage, North End, Fulham. *Pet.* Oct. 27. Nov. 13. at 2.30, and Dec. 11, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Watson & Sons, 12 Bouverie-st., Fleet-st.

BASTOW, Henry, Mercer, Oldham-st., Manchester. *Pet.* Oct. 24. Nov. 13, and Dec. 4, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Cooper & Sons, Pall-mall, Manchester.

CHAFE, William Treeby, Ironfounder, Devonport. *Pet.* Oct. 24. Nov. 10, & Dec. 9, at 11; Queen-st., Exeter. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Hawker, Devonport, & Slogdon, Exeter.

CLARKE, James, Timber Merchant, Bridge Wharf, Kingsland. *Pet.* Oct. 24. Nov. 17, at 2.30, and Dec. 11, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Chidley, 10 Basinghall-st.

GOSSLING, George, Baker, 10 Upper Bemerton-st., Caledonian-rd., and 110 Curtain-rd., Shoreditch. *Pet.* Oct. 27. Nov. 13, and Dec. 15, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Begbie, 23 Essex-st., Strand.

LAMPRELL, William Alliston, Carpenter, 91½ Long-la., City. *Pet.* Oct. 28. Nov. 12, at 2.30, and Dec. 15, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Broughton, 4 Falcon-sq

MASON, Robert Hindry, Printer, now or late of Sunderland, Durham, and Tynemouth, Northumberland. *Pet.* Oct. 20. Nov. 11, at 11, and Dec. 16, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Harle, Bush, & Co., 20 Southampton-bldgs., Chancery-la., London, and 2 Butcher-bank, Newcastle-upon-Tyne, Agents for Vandercom, Cree, Law, & Comyn, Bush-la., Cannon-st., Sols. to the petitioning creditors.

MENDEL, Samuel, Commission Agent, 172 Fenchurch-st. *Pet.* Oct. 28. Nov. 7, at 12.30, and Dec. 15, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Lumley & Lumley, 41 Ludgate-hill.

MUSTO, James, Joseph Musto, & Robert William Musto, Millwrights and Engineers, East London Iron Works, Cambridge-rd., Mile-end; carrying on business in partnership with John Musto and William Musto (John Musto & Co.). *Pet.* Oct. 28. Nov. 10, at 12.30, and Dec. 10, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers.

PEMBERTON, William (Pemberton & Seymour), Commission Agent, 2 Barge-yard-chambers, Bucklersbury. *Pet.* Oct. 27. Nov. 13, at 3, and Dec. 11, at 1; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Moss, 4 Pancras-lane.

RAWNSLEY, Samuel, Brush Manufacturer, Halifax, Yorkshire. *Pet.* Oct. 27. Nov. 20 and Dec. 11, at 11; Commercial-bldgs., Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Wavell, Philbrick, & Foster, Halifax.

ROGERS, Edward, Draper, Oswestry, Salop. *Pet.* Oct. 29. Nov. 9 and 30, at 12.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Bull, Oswestry; or Reece, Birmingham.

LANE, Joseph, & George Wacey Stevenson, General Merchants, 112 Fore-st., Cripplegate. *Pet. for Arrgmt.* Sept. 24. Nov. 12, at 2, and Dec. 8, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Strettan & Postans, 12 South-sq.

SUNDERLAND, Edwin, & William Sunderland, Bill-brokers, Cinder Meadow Colliery, Oldbury, Worcestershire. *Pet.* Oct. 22. Nov. 12 and Dec. 3, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Southall & Nelson, Birmingham.

TINDALL, George, Wheelwright and Blacksmith, Wickenby, Lincolnshire. *Pet.* Oct. 28. Nov. 11 and Dec. 16, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Brown, Lincoln.

WATERS, William Edward, Wholesale Milliner, 26 Haverstock-st., City-rd. *Pet.* Oct. 28. Nov. 7, at 1, and Dec. 15, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Depree & Austin, 23 Lawrance-la., Cheapside.

WHITE, Thomas George, Lace Warehouseman, 55 Aldermanbury. *Pet.* Oct. 24. Nov. 13, at 2, and Dec. 11, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Rogerson & Ford, 31 Lincoln's-inn-fields; or Brown, Nottingham.

WHITMORE, Henry, Tailor and Woollendraper, Stockport, Cheshire. *Pet.* Oct. 26. Nov. 10 and Dec. 1, at 1; Manchester. *Off. Ass.* Hernaman. *Sols.* Coppock & Oldham, Stockport.

WOOLSEY, John, Ironmonger, Gt. Grimsby, Lincolnshire. *Pet.* Oct. 16. Nov. 18 and Dec. 23, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Reed, Kingston-upon-Hull.

BANKRUPTCIES ANNULLED.

Tuesday, *Oct.* 27, 1857.

Gale, Richard, Grocer, Skirmett, Hambleden, Bucks. Oct. 24.

Friday, *Oct.* 30, 1857.

Hill, Charles Alexander, Cabinetmaker, Bristol. Oct. 28.

MEETINGS.

Tuesday, *Oct.* 27, 1857.

Bentham, Henry Apthorp, Shipowner, Sunderland. Nov. 10, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Sept. 16) *Last Ex.*

BLUNDELL, RICHARD, Banker, Hooton, Cheshire. Nov. 17, at 11; Liverpool. *Com.* Perry. *Div.*

BLUNDELL, RICHARD, Distiller, Liverpool. Nov. 17, at 11; Liverpool. *Com.* Perry. *Div.*

BRAKE, JOHN, jun., Coal Merchant, Middleton, Northamptonshire. Nov. 18, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

BROWN, WILLIAM, Painter, Plumber, and Glazier, Ramsgate, Kent. Nov. 19, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

BUDDEN, CHARLES, Tallor, Basingstoke, Southampton. Nov. 19, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

BUGBEE, JAMES, Contractor, 38 Vincent-sq., Westminster. Nov. 17, at 12; Basinghall-st. *Com.* Fonblanque. *Div.*

CARR, WILLIAM RIDLEY, & HENRY FREDERICK SCOTT, Wallsend, Northumberland; in copartnership as Iron Manufacturers and Coke Burners (John Carr & Co.) with John Carr, already adjudged a bankrupt. Nov. 19, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Fur. Div.* joint est.

CAULTON, GEORGE, Common Brewer, Radford, Nottinghamshire. Dec. 15, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Div.*

CONGREVE, WILLIAM, Corn and Flour Merchant, Spalding, Lincolnshire. Nov. 17, at 10.30; Nottingham. *Com.* Balguy. *Last Ex.* (previously adj. *sine die*).

DOCKREE, JOHN, Wine and Spirit Merchant, Shakespeare's Head, Percival-st., Goswell-st. Nov. 19, at 12.30; Basinghall-st. *Com.* Goulburn. *Div.*

GELSTHORP, JOSEPH, Builder, Nottingham. Nov. 24, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Div.*

GITTENS, GEORGE, Ironmonger, 6 Hart-st., Grosvenor-sq. Nov. 17, at 12; Basinghall-st. *Com.* Fonblanque. *Div.*

GORDON, ALICE, Shipowner, Sunderland. Nov. 10, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By adj.* from Oct. 6) *Last Ex.*

GRAY, JOHN WALTER, Commission Agent, Corn and Seed Merchant, Bookseller and Stationer, Bishop's Waltham, Southampton. Nov. 19, at 1.30; Basinghall-st. *Com.* Goulburn. *Div.*

GREIG, JOHN PETER M'MORLAND, Cabinetmaker, 21 Bartlett's-bldgs., Holborn, and Wheatsheaf-yd., Farringdon-st. Nov. 20, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

GRIFFITHS, EGBERT, Wine Merchant, 118 Fenchurch-st. Nov. 19, at 2; Basinghall-st. *Com.* Goulburn. *Div.*

HARBEN, CHARLES HENRY, Wholesale Cheesemonger, Goulstone-st., High-st., Whitechapel, also of Carlton-hill-vils., Camden-rd., Holloway. Nov. 20, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

HOBSON, JOHN OVERTON, Corn Merchant, Long Sutton, Lincolnshire. Nov. 24, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Div.*

ISAACS, LEAH (Picard & Co.), Cigar-dealer, 191 Piccadilly. Nov. 18, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

JOPLING, WILLIAM, Linen and Woollen Draper, Wolsingham, Durham. Nov. 20, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

LORD, JAMES, Cotton-spinner, Oak-mills, Millgate, Spotland, Rochdale, Lancashire. Nov. 18, at 12; Manchester. *Com.* Skirrow. *Div.*

MARSDEN, ANTHONY, & WILLIAM MARSDEN (Marsden Bros.), Shawl and Mantle Warehousemen, High-st., Islington. Nov. 20, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

MOSS, MORRIS, Coach-broker, 22 and 23 Somers-pl., New-rd., St. Pancras. Nov. 20, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Nov. 17, at 11; Basinghall-st. *Com.* Fonblanque. *Second Div.*

RANDALL, WILLIAM, Hotel-keeper and Licensed Victualler, New Inn, Maidstone, Kent. Nov. 18, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

REYNOLDS, WILLIAM, Draper, Pontypridd, Glamorganshire. Nov. 19, at 11; Bristol. *Com.* Hill. *Div.*

RUST, CHARLES, Cheesemonger, 38 Surrey-pl., Old Kent-rd. Nov. 20, at 1.30; Basinghall-st. *Com.* Goulburn. *Div.*

SAVAGE, JAMES, sen., CHARLES JOHN SAVAGE, & JAMES SAVAGE, jun., Shirt Manufacturers, 40 Noble-st. Nov. 17, at 11; Basinghall-st. *Com.* Fonblanque. *Div.*

SIMPSON, HENRY, Butcher, Ipswich, Suffolk. Nov. 18, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

SMALLPEICE, HENRY WILLIAM BUND, & HENRY WILLIAM SMALLPEICE (Smallpeice & Son), Curriers, Guildford, Surrey, and of Aldershott, Hants. Nov. 18, at 12; Basinghall-st. *Com.* Goulburn. *Div.* joint est., and sep. est. of H. W. B. Smallpeice.

TALBOTT, EBENEZER, & SAMUEL GRICE (Severn and Wye Foundry Co.), Ironfounders, Newarn, Lydney, Gloucestershire. Nov. 19, at 11; Bristol. *Com.* Hill. *Div.*

TILLEY, GEORGE, Brewer, Walton-on-Thames, Surrey. Nov. 20, at 2; Basinghall-st. *Com.* Goulburn. *Div.*

TRISTRAM, HENRY, Broker, Liverpool. Nov. 18, at 11; Liverpool. *Com.* Perry. *Div.*

UTTING, FREDERIC JAMES, Ironfounder, Wisbeach, Isle of Ely. Nov. 17, at 2; Basinghall-st. *Com.* Fonblanque. *Final Div.*

WHITE, JOSEPH, Shipbuilder, East Cowes, Isle of Wight. Nov. 17, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

FRIDAY, *Oct.* 30, 1857.

BRADSHAW, JAMES, & AARON COLLINSON, Cotton Manufacturers, Burnley, Lancashire. Nov. 20, at 12; Manchester *Com.* Skirrow. *Div.*

BUCK, WILLIAM JAMES, Dealer and Chapman, 5 Shrubland-cottages, Queen's-rd., Dalston, Middlesex. Nov. 23, at 1; Basinghall-st. *Com.* Goulburn. *Final Div.*

CAMPION, ROBERT, & JOHN CAMPION, Bankers, Whitby, Yorkshire. Nov. 24, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Div.* sep. est. R. Campion.

DICKSON, JOHN, Warehouseman and Commission Agent, 48 Bread-st. Nov. 23, at 12; Basinghall-st. *Com* Goulburn. *Div.*

GODDARD, EDMUND, Provision Dealer, 103 London-wall, 3 Old Jewry, 161 Fenchurch-st., and 17 Aldgate. Nov. 10, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from June 23) *Div.*

HOBHOUSE, HENRY WILLIAM, JOHNSON PHILLOTT, & CHARLES LOWDER, Bankers, Bath; carrying on the business of Bankers, in Milsom-st., Bath, and in Bradford and Trowbridge, Wilts. Dec. 3, at 11; Bristol. *Com.* Hill. *Final Div.*

HUDDLESTON, MARY, & THOMAS HUDDLESTON, Cabinetmakers, formerly of Nassau-st., now of 16 Berners-st., Oxford-st. Nov. 23, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

PAPINEAU, WILLIAM (Wm. Papineau & Co.), Manufacturing Chemist, Chemical Works, Harrow Bridge, Stratford, Essex. Nov. 23, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

PETTER, EDWARD, & WILLIAM ARUNDELL OAKEY, Ironfounders, Barnstaple, Devon. Nov. 11, at 11; Queen-st., Exeter. *Com.* Bere. *Aud. Accs. & Prf. Debts.*

POLLARD, THOMAS, & ARTHUR JOHN SYMONDS, Builders, Guildford. Nov. 23, at 2; Basinghall-st. *Com.* Goulburn *Final Div.*

ROBSON, WILLIAM JAMES, Antimony Smelter, Bowling-green-mews, Kennington-oval, Surrey. Nov. 21, at 12; Basinghall-st. *Com.* Evans. *Div*

SIMMONS, JAMES, Marble Merchant, Bridge-ter., Harrow-rd., Paddington. Nov. 21, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

WINSTONE, FREDERICK, Gold and Silver Pencil Case Maker, 4 St. James-st., Islington; carrying on business at 7 Liverpool-st., Old Broad-st. Nov. 10, 1.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Oct. 14) *Last Ex.*

WRIGHT, JONATHAN, Shoemaker, Burnley, Lancashire. Nov. 20, at 1; Manchester. *Com.* Skirrow. *Div.*

DIVIDENDS.

TUESDAY, *Oct.* 27, 1857.

BRAMOLEY, JAMES, Cotton Manufacturer, Holcombe Brook, Bury. First, 2½*d. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

CAISTOR, ARTHUR BREARS, Saddle and Harness Maker, 7 Baker-st., Portman-sq. First, 8*d. Edwards*, 1 Sambrook-ct., Basinghall-st.; next three Wednesdays, 11 to 2.

CLARKE, JOHN WILLDING, Seed Merchant, late of Sidcup, Kent, but now of Whittlesea, Isle of Ely. First, 6*s.* 4*d. Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

EMMERSON, JOHN, East India Coffee-house, 225 High-st., Poplar, and of the Green Gate, Plaistow, Essex, Licensed Victualler. First, 5*s.* 0½*d. Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

GADD, JOHN LAWRENCE, Linendraper, Whitechapel-rd. First, 1*s.* 9*d.* on new proofs. *Edwards*, 1 Sambrook-ct., Basinghall-st.; next three Wednesdays, 11 to 2.

GOODWIN, GEORGE, Wholesale Clothier, Manchester. First, 3*s. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

HEMINGWAY, BENJAMIN (B. Hemingway & Son), Painter and Upholsterer, Derby. First, 4*s.* 6*d. Harris*, Middle-pavement, Nottingham; next two Mondays, 11 to 3.

HEWITT, GEORGE ALEXANDER, Chemist and Druggist, Derby. Second, 2*s.* 6*d. Harris*, Middle-pavement, Nottingham; next three Mondays, 11 to 3.

HEWITT, THOMAS, Grocer, Ormskirk. Second, 2*s.* 6*d. Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

HOLDEN, ARTHUR, Paper Manufacturer, Heap-bridge, near Bury. First, 10*s. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

HOLDEN, JOHN, Cottonspinner, Belmont, Bolton-le-Moors, Lancashire. First, 3*s.* 6*d. Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

HUNTER, JAMES, Shipwright, Benscough. Second, 3½*d. Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

MEE, WILLIAM, Manufacturer of Plain and Fancy Hosiery, Leicester. First, 2*s. Harris*, Middle-pavement, Nottingham; next two Mondays, 11 to 3.

NOKES, JOSEPH, Glass-cutter, Lower Hospital-st., Birmingham. First, 1*s.* 2*d. Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

PEART, JAMES (Richard Peart & Son), Bookseller, Bull-st., Birmingham. First, 5*s.* 8*d. Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

REYNOLDS, JOSEPH JAMES, Mining and Share Broker, 21 Threadneedle-st. First, 4*d. Whitmore*, 2 Basinghall-st; any Wednesday, 11 to 3.

ROBINSON, GEORGE JONATHAN, Silk Merchant, Nottingham. First, 3*s.* 6*d. Harris*, Middle-pavement, Nottingham; next three Mondays, 11 to 3.

RODGER, THOMAS, Grocer, Attercliffe-cum-Darnall. Second, 4*s.* 2*d. Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

STONER, JOSEPH, Grocer, Ormskirk and Southport. First, 6*s. Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

SYMES, EDWARD BARNARD, Electro-plater, 422 Strand. First, 3*s.* 6*d.* sep. est. *Edwards*, 1 Sambrook-ct., Basinghall-st.; next three Wednesdays, 11 to 2.

WALKER, BARNET, Cabinetmaker, Sheffield. First, 1½*d. Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

WOODHOUSE, JAMES THOMAS, Scrivener, Leominster, Herefordshire. Second, 1*s. Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

FRIDAY, *Oct.* 30, 1857.

BARTON, JOHN, Silk Manufacturer, Manchester. First, 9½*d. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

COWAN, JOHN, Cheesemonger, Newcastle-upon-Tyne. First, 1*s. Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

DUCKWORTH, WILLIAM, Cotton Manufacturer, Accrington. First, 4*s.* 3*d. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 2.

FORSTER, BENJAMIN, Draper, Newcastle-upon-Tyne and Wallsend. Second and Final, 2*s.* 9½*d.*, in addition to 2*s.* 3*d.* previously declared. *Baker*, Royal-Arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

HARDACRE, THOMAS, Draper, Settle. Second, 16*s.*, making with former Div. 20*s. Young*, 5 Park-row, Leeds; any day, 10 to 2.

HERDINS, & BROWNE, Cloth Merchants, Leeds. Third, 4*d. Young*, 5 Park-row, Leeds; any day, 10 to 1.

HEBDIN, ARTHUR OATES, Cloth Merchant, Leeds, and Westminster. Fourth, 3*s.* 1*d.* sep. est. *Young*, 5 Park-row, Leeds; any day, 10 to 1.

HERON, WILLIAM, Cloth Merchant, Huddersfield. First, 2*s.* 6*d. Young*, 5 Park-row, Leeds; any day, 10 to 1.

JOHNSON, JOHN, Contractor and Ironfounder, Crook, Durham. First, 13*s.* 4*d. Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

RICHARDSON, JOHN, jun., Common Brewer, Cockermouth. Third, 3½*d.*, in addition to 2*s.* previously declared. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

WALKER, JOHN, Commission Agent, Blackburn. First, 1*s.* 2¾*d. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

WATMOUGH, GEORGE, Draper, Bolton and Sheffield. First, 4*s.* 2½*d. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Oct.* 27, 1857.

BROOK, WILLIAM HARVEY, Cheesemonger, 9 Peerless-pl., City-rd. Nov. 18, at 1; Basinghall-st.

BROWN, WILLIAM, Painter, Plumber, and Glazier, Ramsgate, Kent. Nov. 18, at 11; Basinghall-st.
BURGE, RICHARD, Bookseller, Manchester. Nov. 19, at 11; Manchester.
COCKERELL, JAMES CHARLES, Dealer in Horses, late of Eaton-row, Pimlico, now of Wandsworth-rd., Surrey. Nov. 18, at 2; Basinghall-st.
FALCONER, ROBERT, Dealer in Manure, late of 5 Wharf, Kingsland-basin, Hertford-rd., Middlesex, at present residing in Debtors' Prison, Whitecross-st. Nov. 18, at 12; Basinghall-st.
HAMMETT, NATHANIEL RADMORE, Grocer, Cardiff, Glamorganshire. Nov. 24, at 11; Bristol.
HEMINGWAY, BENJAMIN (B. Hemingway & Son), Painter and Upholsterer, Derby. Nov. 17, at 10.30; Shire-hall, Nottingham.
HOFMANN, FREDERICK, Merchant and Foreign Importer, late of 44 Basinghall-st., now of 58 Herbert-st., New North-rd. Nov. 17, at 12.30; Basinghall-st.
INCE, JOHN, Surgeon, Eaton-terrace, Pimlico. Nov. 17, at 11; Basinghall-st.
ISAACS, LEAH, (Picard & Co.), Cigar-dealer, 191 Piccadilly. Nov. 18, at 1; Basinghall-st.
RAYMOND, THOMAS FOWLER, Commission Merchant, Liverpool. Nov. 18, at 11; Liverpool.
SOLOMON, SOLOMON, Tailor, 1 Strand. Nov. 18, at 12; Basinghall-st.
TYLER, WILLIAM, Dealer in Foreign Animals and Birds, 19 Penton-pl., Walworth, commonly called the Royal Surrey Gardens, and of Cringleford, Norfolk. Nov. 18, at 1; Basinghall-st.
WALBURN, RICHARD, Grocer, Howdon, near Crook, Durham. Nov. 20, at 11.30; Royal-arcade, Newcastle-upon-Tyne.
WANG, LORENS THEODOR, Timber Merchant, Sunderland. Nov. 20, at 12.30; Royal-arcade, Newcastle-upon-Tyne.
WAYRE, WILLIAM, Mantle Warehouseman, 96 Oxford-st. Nov. 18, at 2; Basinghall-st.
WILLEY, RICHARD, Linen and Woollen Draper, Leicester. Nov. 17, at 10.30; Shire-hall, Nottingham.

FRIDAY, *Oct.* 30, 1857.

BEAN, JOHN, Coal Merchant, 2 New London-st., and 1 Albert-ter., Albert-rd., Sydenham-pk, Kent. Nov. 20, at 1; Basinghall-st.
FARR, JOHN, Ironmonger, Castle-st., Bristol. Nov. 23, at 11; Bristol.
GOODWIN, GEORGE (George Goodwin & Co.), Woollen Merchant, Manchester. Nov. 20, at 11; Manchester.
GREAVES, HENRY, Reed and Heald Maker, Halifax. Nov. 30, at 11; Commercial-bldgs., Leeds.
HAMILTON, JOHN, & ROBERT HAMILTON, Wire Workers, Halifax, Yorkshire. Nov. 20, at 11; Leeds.
LLOYD, JOHN, Cattle Salesman, Bryn Salwrm, Llandderfel, Merionethshire. Nov. 19, at 12; Liverpool.
NEWSOME, WILLIAM, & EDWARD WILLIAM HAMMOND, Scribbling Millers and Woollen Manufacturers, Staincliffe, Batley, Yorkshire, and Goose Hill, Heckmondwike. Nov. 23, at 11; Commercial-bldgs., Leeds.
PAPINEAU, WILLIAM (Wm. Papineau & Co.), Manufacturing Chemist, Chemical Works, Harrow Bridge, Stratford, Essex. Nov. 23, at 11.30; Basinghall-st.
SPENCER, JOSEPH BLAKEY, Joiner and Cabinet Maker, Halifax, Yorkshire. Nov. 20, at 11; Commercial-bldgs., Leeds.
SUTTON, HENRY, Builder, Woolden-st., Roscoe Town, Plaistow Marsh Essex. Nov. 20, at 12; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Oct.* 27, 1857.

BOOTH, GEORGE ROBINS, Engineer and Furnace Builder, 9 Portland-pl., Wandsworth-rd. Oct. 9, 2nd class.
CLARKE, WILLIAM, Dealer in China and Glass, King's Lynn, Norfolk. Oct. 22, 2nd class.
DAVIES, THOMAS, Contractor, Neath, Glamorganshire. Oct. 23, 2nd class.
DAVIS, WILLIAM, & WILLIAM HENRY DAVIS (W. Davis & Son), Drapers, Haverfordwest. Oct. 23, 1st class.
JORDAN, JAMES, jun., Builder, 3 Campden-hill, Kensington. Oct. 22, 1st class.
LOW, ABRAHAM, Cattle Salesman, Lower Homerton, Middlesex. Oct. 23, 2nd class.
SMITH, GEORGE ARCHER, Brick and Tile Maker, and Scrivener, late of Peterborough and Warrington, Northamptonshire; then of Bacup, Lancashire; afterwards of the Isle of Man; next of Manchester; and now residing at 12 Chapel-st., Bedford-row. Oct. 22, 2nd class.
TALBOTT, EBENEZER, & SAMUEL GRICE (Severn and Wye Foundry Co.), Ironfounders, Newarn, Lydney, Gloucestershire. Oct. 23, 1st class to E. Talbott.
THOMPSON, EDWIN, Innkeeper, Lydbrook, Gloucestershire. Oct. 23, 2nd class.

FRIDAY, *Oct.* 30, 1857.

ARMSTRONG, JAMES, Linen and Woollen Draper, Berwick-upon-Tweed. Oct. 27, 3rd class; subject to suspension until Dec. 26, 1858.
BENNETT, THOMAS, Miller, Derby. Oct. 27, 3rd class.
HUTHERSAL, JOHN, Chemical Manure Manufacturer and Schoolmaster, Altrincham, Cheshire. Oct. 23, 2nd class.
JONES, THOMAS, Grocer, High-st., Merthyr Tydfil, Glamorganshire. Oct. 26, 2nd class.
LORD, JAMES, Cotton Spinner, Oak Mills, Millgate, Spotland, Rochdale, Lancashire. Oct. 22, 1st class.
MARSTON, THOMAS BURBIDGE, Dyer, Leicester. Oct, 27, 2nd class.
MURFIN, SAMUEL, Innkeeper, Litchurch, Derbyshire. Oct. 27, 3rd class.
WEST, SAMUEL (in copartnership with Frederick Baxter, under firm of Tillson & Co. Lace Makers), Nottingham. Oct. 27, 2nd class to S. West.
WHARTON, RALPH, Machine Maker and Engineer, Nottingham. Oct. 27, 2nd class.
WHARTON, SAMUEL, Ironfounder, Nottingham; late of Chesterfield, Derbyshire. Oct. 27, 2nd class.
WINNING, WILLIAM, Smallware Manufacturer, Wirksworth, Derbyshire. Oct. 27, 2nd class.

Professional Partnership Dissolved.

FRIDAY, *Oct.* 30, 1857.

PEMBERTON, WILLIAM AUGUSTUS SADLER, & FREDERICK MOOJEN, Attorneys and Solicitors, 8 Southampton-st., Bloomsbury; by mutual consent. Oct. 27.

Assignments for Benefit of Creditors.

TUESDAY, *Oct.* 27, 1857.

O'REILLY, JAMES, & MATTHEW ARTHUR DILLON (Nottingham Lace Co.), 32 Anglesea-st., Dublin. Sept. 30. *Trustees*, W. Ross, Warehouseman, 16 Fleet-st., Dublin (who hath disclaimed the trusts); J. Fisher, Warehouseman, Cripplegate-bldgs., London. *Sol.* Mardon, Christchurch-chambers, 99 Newgate-st.
PHILLIPS, JOHN, Contractor and Shopkeeper, Cwmdws-house, Cwmdws, Monythuslwyne, Monmouthshire. Oct. 21. *Trustees*, S. Scard, Provision Merchant, Newport, Monmouthshire; H. Gregory, Brewer, Newport. *Sol.* Greenway, Pontypool, Monmouthshire.
POTTER, GEORGE, Farmer, Hazlewood, Sutton, Tadcaster, Yorkshire. Oct. 21. *Trustees*, J. Bickerdike, Spirit Merchant, York; J. Whitley, Gent., Bramham, Yorkshire. *Sol.* Campion, Goodramgate, York. Creditors to execute on or before Jan. 21 next.
PRICE, JANE ALEXANDER, Boatbuilder, Gt. Yarmouth, Norfolk. Oct. 16. *Trustee*, S. Darby, Timber Merchant, Beccles, Suffolk. *Sols.* Holt & Son, Gt. Yarmouth. Creditors to execute within three months from its date.
PRODGER, WILLIAM, sen., Plumber, Eastbourne, Sussex. Oct. 9. *Trustees*, J. Nicholson, Lead Merchant, Cousin-la., Upper Thames-st., London; E. Baker, sen., Miller, Eastbourne. *Sol.* Coles, Eastbourne.
TOPPING, JONATHAN, Joiner, Penrith, Cumberland. Oct. 12. *Trustees*, N. Wilson, Timber Merchant, Morland, Westmoreland; C. Varty, Auctioneer, Penrith. Creditors to execute within three months from its date. Indenture lies at office of C. Varty, Penrith.

FRIDAY, *Oct.* 30, 1857.

BERRY, SAMUEL, & HANNAH SWIFT, Milliners, Huddersfield, Yorkshire. Oct. 8. *Trustees*, J. Sunderland, Cooper, Huddersfield; J. Denham, Linendraper, Huddersfield. *Sol.* Clough, 37 Market-st., Huddersfield.
BOGLE, WILLIAM BARNETT, Hop Merchant, Birmingham. Oct. 3. *Trustees*, J. Scott, Accountant; R. Harvey, Commercial Traveller; both of Birmingham. *Sol.* Bartleet, Birmingham.
DENT, JOHN WILLIAM, Licensed Victualler, Twelve Bells, Bride-la., Fleet-st. Oct. 5. *Trustees*, W. Potter, Licensed Victualler, Gt. Charlotte-st., Blackfriars-rd.; J. Dyer, Gent., 37 Charington-st., St. Pancras. *Sol.* Bartley, 4 Bartlett's-bldgs. Creditors to execute within three months.
FLOWERDAY, CHARLES JAMES, Innkeeper, Dog Inn, Norton, Suffolk. Oct. 24. *Trustees* E. Stannard, Farmer, Browston-cum-Belton, Suffolk; T. M. Lark, Farmer, Burgh-castle, Suffolk. *Sol.* Cufaude, Howard-st., Gt. Yarmouth.
HARMSTON, EDWARD WATSON, Ironmonger, Newark-upon-Trent, Nottinghamshire. Oct. 2. *Trustees*, J. Bell, Bank Manager, Newark-upon-Trent; J. Knight, Accountant, Newark-upon-Trent. *Sol.* Hodgkinson, Newark-upon-Trent.
LANE, EDWARD, Cheesemonger, 58 Cannon-st. Oct. 3. *Trustees* J. Lunham, Provision Merchant, High-st., Southwark; J. H. Rickehaus, Provision Merchant, 22 Beer-la., City. Creditors to execute on or before Dec. 3. Indenture lies at 22 Beer-la., Gt. Tower-st.
RICE, GRIFFITH THOMAS, Woollen Draper, 17 Marylebone-st., Regent-st. Oct. 28. *Trustees*, H. Bidgood, Woollen Draper, 7 Vigo-st., Regent-st., F. Harrison, Woollen Warehouseman, Bow Churchyard. *Sol.* Richards, 16 Warwick-st., Regent-st.
TURNER, WILLIAM HENRY, Licensed Victualler, Boar's Head Tavern, Redcliff-st., Bristol. Oct. 14. *Trustees*, J. Abrahams, Wine and Spirit Merchant, Bristol, and R. A. Green, Brewer, Holcombe, Somersetshire. *Sols.* Bevan and Girling, 3 Small-st., Bristol
TOCK, GEORGE, Cattle Dealer, Burringham, Lincolnshire. Oct. 16. *Trustees*, G. Mears, Gent., Gainsborough, and G. Roadley, Farmer, Scotter. *Sol.* Plaskitt, Gainsborough.

Creditors under Estates in Chancery.

FRIDAY, *Oct.* 30, 1857.

BILHAM, ROBERT (who died in April, 1854), Farmer, late of Stow Bedon, Norfolk. Creditors to come in and prove their debts or claims on or before Nov. 19, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Oct.* 27, 1857.

UNLIMITED, IN CHANCERY.

SHEERNESS WELL OR WATERWORKS COMPANY.—A petition for the dissolution and winding up of this Company was presented, on Oct. 12, by John Gorham and Frederick Barnard, which will be heard before V. C. Wood on the next petition day.—Hooker & Buttanshaw, Sols., 1 St. Swithin's-la.
SHIPOWNERS' TOWING COMPANY.—A petition for the dissolution and winding up of this Company was presented, on Oct. 27, by John Masson, Gent., Chappel-st., Grosvenor-sq., the Chairman, pursuant to a resolution of the Board of Directors, which will be heard before V. C. Kindersley on Nov. 6, or on the then next petition day, at 10, in open court, at Lincoln's-inn.—Amory, Travers, & Smith, Sols., 25 Throgmorton-st.

LIMITED, IN BANKRUPTCY.

LONDON, HARWICH, AND CONTINENTAL STEAM PACKET COMPANY (Limited).—Mr. Com. Goulburn will proceed, on Nov. 12, at 11, at Basinghall-st. to settle the list of contributories.

FRIDAY, *Oct.* 30, 1857.

UNLIMITED, IN CHANCERY.

UNITED GENERAL BREAD AND FLOUR COMPANY FOR PLYMOUTH, STONEHOUSE, AND DEVONPORT.—A petition for winding up this Company was presented, on Sept. 16, by Thomas John Hewitt, Corn Merchant, Plymouth, and will be heard before V. C. Wood, on the first day for hearing petitions in Michaelmas Term, 1857.—Clowes, Son, & Hickley, 10 King's Bench-walk, Inner Temple, Agents for Edmonds & Sons, Plymouth, Sols. for the Petitioner.

Scotch Sequestrations.

TUESDAY, *Oct.* 27, 1857.

DURNO, JAMES, Farmer, Slioch, Drumblade. Nov. 3, at 12, Gordon Arms Inn, Huntly. *Sec.* Oct. 24.

FRIDAY, *Oct.* 30, 1857.

M'HAFFIE, MICHAEL JAMIESON (Michael M'Haffie & Co), Merchant, Glasgow. Nov. 3, at 12, Faculty Hall, St. George's-pl., Glasgow. *Sec.* Oct. 24.

This number closes our first volume. The completion of our edition of Statutes, with Index, &c., the completion of the series of articles on "The Legislation of the Year," and the General Index, will be published as a gratuitous Supplement before the end of the month.

The first number of our second volume will appear on Saturday next. On and from that day, the publication of this Journal will be transferred to more capacious and convenient premises, No. 59, CAREY STREET, LINCOLN'S INN, LONDON, W.C., to which address all communications should thenceforth be sent.

Subscribers' copies may be bound on the following terms:— The JOURNAL and REPORTER, in separate volumes, bound in cloth, 2s. 6d. per volume; half calf, 4s. 6d. per volume. Cloth covers can be supplied at 1s. 3d. each. Orders to be sent to the above address.

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *It is particularly requested that any error or delay in the transmission of this Journal to Subscribers may be immediately communicated to the Editor.*

THE SOLICITORS' JOURNAL.

LONDON, NOVEMBER 7, 1857.

THE CLOSE OF OUR FIRST VOLUME.

This day completes the first volume of our Journal; and, having thus accomplished the earliest stage our career, it may not be unseasonable to request our readers to review our past labours, to observe the principles on which we have proceeded, and to consider well whether they approve of what we have done and propose to do, to carry into effect the design of the founders of the SOLICITORS' JOURNAL. We think it will be conceded that the object of such a publication would not be answered by merely writing so as to convince solicitors that they have rights to defend, claims to urge, and grievances that demand redress. Our only useful aim must be to convince the public, and, especially, to obtain the attention of those leading organs of the press by which the public mind is influenced. Now, in order to do this, it is important that we should endeavour to look at every subject of discussion with a broad and impartial view. We must neither ourselves forget nor omit to remind our readers of the truth enunciated at the late meeting held at Manchester, that lawyers were made for society, and not society for lawyers. The maxim that the interests of the profession and of the public are identical is, we believe, well-founded. It has been adopted and constantly repeated in every declaration of the principles of this Journal, and we assume that all our readers assent to it as a general rule, and would be prepared, even at the cost of some immediate sacrifice, to acquiesce in any fair application of it to a particular case. We most earnestly deprecate any attempt, either to divide the profession into hostile sections, or to place the whole profession in antagonism to the community at large. The mischief of the first step would be that every collective effort in support of the rights of the body of solicitors must be weakened; and the impolicy of the second would inevitably be proved by ill-will and prejudices excited in the public mind at the bare suggestion of lawyers having any claim to urge. It is true that this tone of feeling, once almost universal, has already, to a great extent, died out in the minds of the most enlightened and influential laymen. That it has so far happily disappeared is due, we think, in a very great degree, to the wise and liberal spirit in which solicitors have dealt with all recent measures prepared for the amendment of law and practice.

Our meaning will be excellently illustrated by the history of the legislative changes in the procedure of the Court of Chancery. The reforms lately introduced into that court were to a very great extent either originated or cast into a practical working shape by the disinterested efforts of solicitors. It is true that the loss of the profession by these reforms was certain and immediate, while the gain was contingent and remote. But the load of unpopularity resting upon the court and all connected with it had become intolerable; and it was hoped that a full and frank confidence in promises of liberal treatment would not be misplaced, and that whatever might be sacrificed in immediate emolument would be regained under a new and fair adjustment of work and fees, and a vast increase in the business of a tribunal thus rendered expeditious and inexpensive, and no longer justly chargeable with delaying the hopes and wasting the substance of its suitors. We cannot indeed disguise the fact that these expectations have not hitherto been realised. The orders promulgated to settle the remuneration of solicitors have been received with general dissatisfaction, although it has been determined—and, as we think, wisely—to give the system a fair trial, and to raise no complaint that shall not be abundantly supported by the facts of actual experience. But besides this personal grievance, solicitors also urge a just remonstrance against the existing machinery of the court. They say that its judges and officers are too few for the work imposed upon them, and that by a narrow parsimony the efficiency of the tribunal is impaired, its advance into popularity impeded, and their own anticipation of augmented business very unfairly and unwisely frustrated.

Some of the events thus glanced at belong to the history of the past year, and the conduct of the profession in regard to them has been cordially supported by this Journal. We believe that solicitors have been guided in this matter by a sound and far-seeing policy, which has already borne some fruit, and will hereafter be completely vindicated. We are persuaded that our own best course will be to examine all future questions of law reform by the light of the same principles—to endeavour honestly to adapt law and practice to the requirements of the age—to study first the good of the community—to rely for the protection of professional interests upon the undoubted truth that society cannot dispense with lawyers—and to hope that in the long run it will show itself neither ungenerous nor unjust to a class of men who are indispensable to its very existence, and who have strenuously and disinterestedly laboured to promote its welfare.

This retrospect of our conduct, and declaration of the principles which have dictated it, will furnish, perhaps, the best answer that can be given to two letters which we this day publish on Registration of Title to Land, and to which we request the particular attention of our readers. The suggestion in the first letter that this Journal is the organ of some particular class, and that it seeks the destruction of the larger portion of the body of solicitors, is so extravagant that we can only wonder at its being entertained by any reasonable mind. Nevertheless, as the imputation appears in the letter of a respected correspondent, we will say, once for all, that this Journal is not, and, we hope, shall not become the organ of any class or clique of the profession. We emphatically deny that we have any object except the general good; and we repeat now, what we have often urged before, that the interest of the entire body of solicitors is one and indivisible; that any injury to country practitioners must be felt equally by practitioners in London; and if any class in the profession should attempt personal aggrandisement at the expense of any other class, such conduct would involve the guilt, and incur the penalties, at once of treason and of suicide.

As regards the question of Registration, it would seem

that our own immediate duty is to elicit opinions and facts, and to promote the better understanding of a difficult and complicated subject. We observed, some months since, a complaint of the Yorkshire Law Society, that the Commissioners had omitted to obtain a sufficient body of evidence from country solicitors upon their proposal. To supply this deficiency, we intend to print in our Journal the questions circulated by the Commissioners; and any of our readers who will take the trouble to frame answers to them, may thus usefully contribute to elucidating the obscurities of the controversy. That the question is imperfectly understood appears, we think, from the letter of our second correspondent, who refers to the example of existing registries in support of his objections to a proposal altogether different. The same conclusion may be drawn from the alarm expressed by our first correspondent as to the supposed effects of a measure which certainly could not attain its full operation for twenty or thirty years from the time of becoming law. While upon this topic, it may be as well to add, that, as we understand the charge against us, it is that we, as the organ of some band of selfish schemers, are engaged in advocating a central, as opposed to a local, registration. Now, we certainly do not intend, for the sake of conciliating support, to pronounce any opinion at present, whether popular in town or country, upon any point of detail of the plan of registering title. It will be quite early enough to consider all such questions when a measure properly elaborated has been produced by those who have power to command attention to it. But we will venture so far as to remark that the majority of the schemes that have been framed suppose the suggested registration to be set on foot by the voluntary movement of a county, or smaller district; and if any ambitious speculator should set himself to add another to the list of projects, we think he would find his task much lightened by conceiving a local, rather than a central, registration.

We apprehend that our readers wish to see this Journal conducted with intelligence and vigour, and that, in general, whatever topic it may take in hand should be so dealt with as to win respect, not only from the lawyers who habitually read, but also from the laymen who may casually glance over its pages. There are very good reasons why the body of solicitors should desire to possess in the press an organ of established character and authority. This very question of Registration supplies perhaps the strongest possible argument in support of the views of those who set on foot this Journal. It is admitted by the Commissioners, in their Report, that their proposal cannot be properly carried out without making fresh regulations for the professional remuneration of solicitors. Here then is a question of the utmost importance, in which indeed the very existence of the profession is involved; and the success of the solicitors in obtaining an advantageous adjustment of it must depend very much upon the weight and influence of their advocates, and the disposition of the public to listen with favour to their arguments. Now there are various ways of treating the Registration controversy. For our own part we shall endeavour so to treat it as to gain for our Journal, if possible, the character of a clear-sighted and plain-spoken commentator upon all legal questions. A time may come when the profession will realise the benefit of the existence of a legal journal which has never written a single line calculated perhaps to gratify for the moment the passions and prejudices of some readers, but certain to impair the force of any appeal addressed by it to thoughtful men unbiassed by professional interests. If this Journal is to render any service to the body of solicitors, it must be allowed to apply all the discernment and all the ability it can command to every question equally, even at the risk of provoking letters like those to which we have called attention. We cannot hope to exist to any useful purpose upon the freedom sometimes accorded by religious assemblies to their preachers, of speaking as unreservedly and energetically as possible upon every topic except only that which most nearly concerns the audience.

THE DETECTION OF CRIME.

It is a curious and not a very welcome reflection that we have in this country almost no machinery at all which is fitted for the detection of secret crime. The proportion which is not detected is terrible. That this is so with regard to the lighter class of offences against property, is matter of universal notoriety. Indeed, the fact that stealing and cheating are professions, and that their members may usually count upon some years' undisturbed practice of them, would prove it conclusively, if proof were required. Even with respect to crimes involving more or less violence, such as burglary, the fact is equally notorious; but there is a kind of prejudice—half religious, half, as people say of novels, "founded on fact"—to the effect that there are exceptions to this, and, in particular, that "murder will out." Sorry as we may be to disturb so comfortable a persuasion, we cannot help feeling that it is not true; and we believe, that, even apart from secret murders, which are never recognised as such, a majority of avowed murders escape detection. Indeed, each class is certainly far more numerous than most people suppose. There can be no doubt at all that the crime for which Palmer suffered was only one of several; and it was stated at the time of his trial, and not contradicted, that what were called "suspicious" proposals were by no means unknown to insurance offices. The murder of Mrs. Bacon by her son passed unsuspected for about two years; and when we remember how much the symptoms of certain kinds of poisons resemble those of common diseases, it is impossible not to feel an unpleasant suspicion that poisoning may be a much commoner crime than we suppose. Apart, however, from undiscovered murders, no one who pays attention to the subject can doubt that the convictions for the crime bear a small proportion to the number of cases in which the coroner's jury return a verdict of wilful murder. We have lately had several assassinations of the most terrible kind, in which all attempts to detect the criminal have ended in total disappointment. A boy was murdered a month ago for his boots, in Nottingham forest; and though five or six people have been arrested, no one has been committed. The Waterloo-bridge mystery remains still as dark as ever; and we could, with very little difficulty, count up a large number of cases, within the last few years, in which the police have been entirely at fault in their investigations.

The principal interest of these considerations, in a legal point of view, arises from the light which they throw upon the character of the machinery which the law provides for the punishment of crime. It is hardly too much to say that it scarcely interests itself at all upon the subject. Any one who will take the trouble to compare our own system of criminal procedure with that of the French, may easily convince himself that the law of England is not, and for centuries past has not been, in any material degree, adapted to the discovery of crime. It appears from the *Code d'Instruction Criminelle* that in France the courts of law are not, by any means, mere tribunals for the hearing of causes. They are also great police offices, armed with very extensive powers. There are as many as twenty-seven *Cours Impériales*, each of which has, in its own district, the entire control of what is called the *Police Judiciaire*. The officers of the court employed in the detection of crime are the *Procureur Général*, the *Juges d'Instruction*, the *Procureurs Impériales*, and the inferior officers, such as agents of police, gendarmes, and the like; and

when a crime is committed, this body, which, taken together, forms the *Ministère Public*, manages every part of the prosecution, from the first arrest of the prisoner, down to the execution of his sentence. Their functions are totally different from those of English police magistrates and prosecuting attorneys and counsel. They all stand to each other, in an official relationship, as inferiors and superiors, and constantly correspond upon the cases submitted to them. The object which they propose to themselves is, as we should say, that of getting up the case for the prosecution. As soon as a crime of any kind is committed, the *Procureur Impérial*, or the *Juge d'Instruction*, goes to the scene of it, examines all the circumstances, takes the evidence of all the persons who can furnish information upon the subject, and, if he sees grounds for doing so, arrests any one whom he suspects. When the prisoner is arrested, he is not, as with us, cautioned not to commit himself, allowed free access to legal advice, or let out on bail; but, if the offence imputed to him is what is technically called a *crime*, which is not quite unlike what we should call a felony, he is put into close confinement, and constantly examined, re-examined, and cross-examined upon every detail of the occurrence. As fast as he answers the questions proposed to him, the *Juge d'Instruction* and the other authorities check the correctness of his answers by examining the persons whom he vouches, and by confronting him with them, if they see cause to do so. This kind of inquisition frequently lasts for weeks, or even months, before the magistrates make up their mind as to the guilt or innocence of the accused. Whilst the prisoner himself is dealt with in this manner, a process almost equally severe goes on with respect to the witnesses. The *Procureur Impérial* habitually receives information of all that passes in his district, and if he hears that any one has either said or done anything which implies the possession of any sort of knowledge about the crime, he can compel their attendance upon him, and extort their knowledge from them by the same process of cross-examination as is applied to the prisoner himself; and if they either refuse to answer, or answer in an evasive or unsatisfactory manner, their conduct is used to excite the suspicion of the jury against the prisoner. In England, as our readers are well aware, a witness may not only know all about a crime, but every one else may know that he knows about it, and yet, by simply refusing to answer questions, or supply information, he may totally baffle the prosecution. The only evidence which can be noticed, either by the judge or by the committing magistrate, must be given in public, and subject to the rules of evidence. In order to appreciate the French system in this respect, we must suppose the prosecuting attorney in an English trial to be armed with judicial authority, and to be not only entitled, but bound, to inform the Court of his own opinion as to the prisoner's guilt, and of the grounds, whether derived from his demeanour or from other circumstances, which have induced him to form it.

We are not, of course, arguing in favour of the introduction of such a system into this country. English people would never bear so grave an interference with the liberty of an immense number of entirely innocent people, for the purpose of bringing a few more guilty ones to justice; nor do we think it at all desirable that they should. It would, however, we think, be possible to adopt some of the peculiarities of the system with advantage. We are rather too solicitous about the freedom and the privileges of notorious scoundrels; and there is surely some sense in the argument, that accused persons ought to be interrogated, inasmuch as an honest man can have no objection to give an account of himself, whilst a knave, if possible, ought to be made to do so.

Legal News.

On the 3rd ult. we published a report of the Incorporated Law Society, stating that that body had resolved to recommend to the judges to authorise an examination, either before or during articles, or before admission, in Latin, French, &c., and that a memorial to that effect had been prepared. It appears that this announcement has created much unnecessary alarm. It has been suggested that clerks already articled would fall within the scope of the proposed regulation, and thus would be compelled to submit themselves to an unexpected and perilous ordeal. We confidently affirm that there is no ground whatever for such an apprehension. It would be unjust and opposed to all precedent to give to such a rule any but a prospective operation. Common sense, without authority, is sufficient to decide this point.

COURT OF QUEEN'S BENCH.

Carr & Another v. *Chapple.*

In this case, reported in our Journal of the 27th of last June, Mr. *Millward* applied for a rule for a new trial, on the ground that the verdict was against evidence, and the damages excessive. The facts were shortly these:—a Mrs. Hockaday was entitled to about £300, which her husband was desirous of laying out to increase her income. With this view, her trustees consented to purchase some small houses in the neighbourhood of London, which would produce about £80 a year profit; this was done; and a Mr. Shepherd (not defendant) was concerned for them in the purchase. Finding the property valueless, Mr. and Mrs. Hockaday went to plaintiff, who advised them to sue the vendor. This was agreed to, and he took the cause down for trial in London. When the case was about to be called on, terms of compromise were proposed, and acceded to—viz. £200 to be paid on the property being re-assigned. This compromise not having been carried out, the trustees had taken proceedings against defendant, which had resulted in a verdict for £200, although Mr. Chapple's costs were to be paid out of any amount recovered in the action against the original vendor of the property.

Mr. Justice WIGHTMAN, who had tried the case, said it was a very proper case for a rule.

Lord CAMPBELL inquired if there was any point of law, and said, if there was, it must come on with the others of a similar character which would shortly be argued—upon being answered in the negative, he said it must take its turn—and the rule was granted on both grounds.

(Sittings in Banco, before Lord CAMPBELL, and COLERIDGE, WIGHTMAN, and ERLE, JJ.).—*Nov.* 5,

Violet v. *Simpson.*

The plaintiff in this action was a solicitor at Weston-super-Mare, and he sued another solicitor, named Simpson, to recover compensation in damages for having maliciously opposed his discharge under the Insolvent Debtors Act. The trial took place at Bristol before Mr. Justice Coleridge, who nonsuited the plaintiff, on the ground that the action was barred by the Statute of Limitations.

Mr. *M. Smith* moved to set aside the nonsuit, and for a new trial. The declaration alleged that the defendant caused a person named Edalls to make a statement that the plaintiff had contracted debts fraudulently and by breach of trust, although he (the defendant) well knew that the contrary was the fact; and by reason of the premises, Mr. Law, before whom the case came, instead of giving the plaintiff his discharge under the Act, ordered him to be retained in custody for a period of sixteen months from the date of the vesting order—viz., the 3rd of March, 1851. The action was commenced on the 8th of July, 1857, and, therefore, the six years from the time the acts complained of were committed had expired; but he (the learned counsel) contended that the damage done was a continuing damage during the whole of the sixteen months, and if that were so, the action would have been commenced within the proper period.

Lord CAMPBELL.—If you consider the detention the act of the defendant, of course the statute would be no bar to the action.

Mr. *M. Smith* said it was the act of the defendant by reason of his malicious proceeding, and the whole amount of damage

could not be ascertained until the imprisonment had terminated.

Lord CAMPBELL.—The period was fixed when the sentence was pronounced.

Mr. *M. Smith.*—But there might be special damage arising during the imprisonment.

Lord CAMPBELL was of opinion that Mr. Justice Coleridge did well in nonsuiting the plaintiff. There was no evidence of any wrong done to him by the defendant within the six years. If the defendant could be considered as having caused the imprisonment, why then he did wrong during the whole sixteen months; but it could not be said he caused it, for all he did was to induce another to oppose the plaintiff's discharge, and then it was for the judge to adjudicate upon the matter.

The other judges being of the same opinion, the application was refused.

BAIL COURT.—*Nov.* 5.

(Sittings at *Nisi Prius*, before Mr. Justice CROMPTON and Common Juries).

Scott v. *Cannon.*

Mr. Edward James and Mr. Stammers were counsel for the plaintiff; Mr. Edwin James and Mr. Serjeant Parry for the defendant.

This was an interpleader case, the question being whether certain goods were the property of the plaintiff, a solicitor residing in Lincoln's-inn, or of a person named Charles John Allen. It appeared that Allen had been a bill-broker. He had borrowed £500 of Mr. Scott, for which, upon an execution, he had afterwards obtained a bill of sale of Allen's furniture. Allen stated that he was in the habit of advertising to lend money. He applied to one Watson, a matrimonial agent, for a woman with money, and he recommended him to a woman, saying she was worth £6,000, and he gave him £15 or £20 for the introduction. They exchanged likenesses. The portraits of the ladies were kept in a drawer. The matter was done chiefly by correspondence. They married and went to Paris on their wedding tour, as his wife said she wanted to go there to see her sister, but they did not find her there. After the marriage he found that instead of his wife having a fortune she was very much involved. His mother told him that he had made a mistake, for instead of marrying a lady he had married a late lady's-maid. Before his marriage he had gone down to Cheltenham to see his intended wife, and found her keeping a maid and a carriage. When people told him of his wife's debts he said "it was false; what a wicked world it was, that people should tell such falsehoods." After his return from his tour he had £4 left out of £250. He took her upon the belief that she was going to be married to somebody else, or he should have made further inquiries. His wife's debts amounted to about £600, which he had compromised. His wife left him a week after their return from Paris. She had come to his office once since to tender herself. He thought she had had the impudence to call once beside. He had brought an action for crim. con., and the damages were assessed at £100. He had told her he kept a brougham and had £1,000 a-year. He had borrowed £100 from the defendant just before the marriage, telling him of the fortune he was about to marry, and he had obtained another £100 on his return, telling him it was all right, as he at the time believed it was; £60 per cent. was allowed on the loan. His profits before the war were £1,000 a-year for three years. The plaintiff had advanced him £1,000 since the marriage. He got deeper into difficulties until he went to Scotland to take the benefit of the Sequestration Act. The defendant put in an execution, and then the plaintiff put in his claim. Would not swear he had not himself charged 60 per cent. upon loans. The furniture was at his mother's, and he had resided more there than at his lodgings. He kept a coachman, a footman, and a phaeton, and set up a brougham to catch some one. When the woman told him she was engaged to another, he induced her to start with him and leave the other gentleman in the lurch. Mr. Scott wished Allen's mother to take possession of the furniture, and keep it for him, and it had been in her possession over since.

For the defence it was contended, that the question was whether the plaintiff having a debt had used this bill of sale colourably to protect Allen's goods for Allen. The check given by Scott for the £500 was in favour of Mrs. Allen. Mr. Scott was the trustee for Mrs. Allen under her husband's will, and Mrs. Allen was to have a portion of the interest of this £500. With regard to the matrimonial affair the biter was bitten, and that was all; for Allen, being at the time himself insolvent, was endeavouring to get hold of a girl with £6,000 in order to pay his debts. It was not till after the marriage, and a writ had been served for the wife's debt, that Mr. Scott commenced proceedings for the recovery of the £500. It was therefore submitted that this was a colourable proceeding, and not good in law.

Mr. Justice CROMPTON, in summing up, said, the question was, whether at the time the bill of sale was executed it was intended really that the property should pass to Scott to do what he liked with it, or whether it was a mere sham or juggle.

The jury found a verdict for the plaintiff.

COURT OF BANKRUPTCY.—Oct. 30.

(Before Mr. Commissioner FANE.)

In re Hall & Hall.

This was the adjourned examination meeting in the case of Henry Hall and Cheslyn Hall, solicitors, of New Boswell-court, and also described as cattle dealers, of Neasdon, in Middlesex. There have been repeated adjournments, the failure having taken place so long ago as June, 1856, but it was only shortly before the last meeting that the bankrupts filed their accounts, and an adjournment was then taken to give the assignees time to examine those accounts. The joint balance-sheet (prepared by Messrs. Young) commences on the 1st of January, 1851, and extends to the date of the bankruptcy, 26th June, 1856. The following are the items:

Dr.—To unsecured creditors, 102,641*l.* 18*s.*; to creditors partially secured by debt of 15,033*l.* 8*s.* 4*d.*, 23,553*l.* 0*s.* 9*d.*; to ditto secured by property, 20,082*l.* 8*s.* 4*d.*; to ditto secured by lien on furniture, 1,183*l.* 7*s.* 11*d.*; to liabilities, 4,853*l.* 6*s.* 9*d.*; to professional earnings, 39,854*l.* 7*s.* 6*d.*, less counsel's fees &c. paid 13,566*l.* 17*s.* 8*d.*, 26,287*l.* 9*s.* 10*d.*; to statement of affairs, capital Jan. 1, 1851, 27,340*l.* 12*s.* 1*d.*; total, 205,981*l.* 15*s.* 8*d.*

Cr.—By cash, £200; by debtors, considered good, 10,841*l.* 17*s.* 6*d.*; by ditto, doubtful, 1,150*l.* 8*s.* 11*d.*; by ditto, bad, 5,141*l.* 16*s.* 3*d.*; by ditto, having sets-off, 1,695*l.* 10*s.* 11*d.*; by property realised, farm, blood-stock, crops, furniture, &c. (deducting rent, taxes, &c.), 15,519*l.* 12*s.*; by leases, 1,483*l.* 1*s.* 4*d.*; by debt assigned, 15,033*l.* 8*s.* 4*d.*; by property held by creditors, 21,779*l.* 9*s.* 9*d.*; by losses, 95,162*l.* 15*s.* 2*d.*; by interest and discount, 9,829*l.* 5*s.* 5*d.*; by salaries and petty cash, 6,204*l.* 3*s.* 4*d.*; by trade expenses, 3,715*l.* 12*s.* 4*d.*; by law charges, 648*l.* 2*s.*; by domestic and personal ditto, 17,855*l.* 1*s.* 9*d.*; by liabilities per contra, 4,853*l.* 6*s.* 9*d.*; by amount to balance, 10*l.* 0*s.* 2*d.*; total, 205,981*l.* 15*s.* 8*d.*

The principal items in the statement of losses are the following:—On farm, horse-breeding, and stud, £51,033; on the Neasdon estate, £16,075; also a further sum of £12,019 on the horse-breeding and stud; on investment and sale of £10,000 Consols, 247*l.* 18*s.* 7*d.*

Mr. *Lawrance*, for the assignees, said it was proposed to take another adjournment in this case, as the accounts required amendment in several particulars. The trade assignees had met at Mr. Whitmore's on the preceding day, with Mr. Rivington, who represented the largest creditor, Sir Charles Rushout, and it had been determined to ask for another adjournment, to which the bankrupts did not object. The bills of costs, of which the Court had heard so much, were not yet completed; but a great many had been sent out; and it was hoped that a very few weeks more would complete that part of the business.

Mr. *Whitmore*, the official assignee, thought that about three weeks more would be sufficient.

Mr. *Lawrance* said the allowance to the bankrupts had ceased for eighteen weeks, and he did not propose to indorse any application for its renewal at that sitting. That might be a reason for making the adjournment as short as might be convenient.

Mr. *Rivington*, who appeared for Sir Charles Rushout, a creditor for upwards of £40,000, said that several very large items in the accounts, especially those under the head of losses, were altogether unvouched, except by the bankers' pass-books and cheque ends, from which materials a cash-book had been raised since the bankruptcy. It was contrary to all reason to suppose that men of education, like the Messrs. Hall, should incur such a large expenditure as they had done without making some occasional memoranda, none of which were produced. At any rate they might produce the farm books kept at each farm. He gave notice that at the next meeting he should require some better vouchers of these accounts.

His HONOUR said it was very improbable that the bankrupts should have carried on this large concern without having books and vouchers. It would be a strong argument against

their passing at the next meeting if they did not do everything in their power to make their accounts perfect.

A further proof for £2,000 by Sir Charles Rushout was admitted, and the examination meeting was adjourned until the 19th of December.

INSOLVENT DEBTORS' COURT.—*Nov. 5.*

(Before the CHIEF COMMISSIONER.)

In re W. G. Norman.

This insolvent, a journeyman printer, applied to be discharged. He was opposed on behalf of a creditor named Chase, to whom the insolvent was indebted on account of rent. The complaint was, that Mr. Chase's action had been vexatiously defended, and that the insolvent's arrest was a collusive proceeding.

It appeared that the insolvent had employed one Guy, an accountant, to conduct his law business, and that person, acting as clerk to Mr. Govett, an attorney, had defended the action, and was now performing the business in this Court. The detaining creditor was a Mr. Jones, a medical gentleman, who had attended the insolvent for many years; and the arrest was admitted to be a friendly proceeding.

Mr. Jones, however, upon being called, said, he was quite ignorant of the insolvent being in custody at his suit until about a fortnight after the event, neither had he employed Mr. Grayson, who appeared to be the plaintiff's attorney.

The CHIEF COMMISSIONER said, that, after the evidence of Mr. Jones, there was no course left but to dismiss the petition. There had been a clearly vexatious defence to Mr. Chase's action, through Guy and Govett, who had contrived to make three law jobs for themselves at the insolvent's expense—viz., the defence to the action, the arrest, and the business in this Court. The arrest in Mr. Jones's name without that gentleman's knowledge or sanction, was a fraud upon the Court, and upon that ground the petition must be dismissed. He (the Commissioner) hoped, however, that the insolvent would make some arrangement with Mr. Chase, and not fall again into such hands as he had lately been in. With respect to Mr. Govett and Mr. Guy, he should consult with the other Commissioners whether those persons should in future have the opportunity of playing such tricks on this Court.

Petition dismissed.

CLERKENWELL COUNTY COURT.—*Nov. 2.*

(Before Mr. Serjeant H. G. JONES and a Jury.)

Wakeling v. *Adams and Another.*

This was an action brought by the plaintiff, Mr. H. B. Wakeling solicitor, of Great Percy-street, Clerkenwell, to recover the sum of £28, being the balance of a bill of costs for work done by plaintiff as an attorney, against the defendants, Mr. James Adams and Mr. James Dunn, formerly in partnership as metal-plate and tin-foil manufacturers, carrying on business in St. John-street, Clerkenwell.

Mr. *Tindal Atkinson* appeared for the plaintiff; and Mr. *Honyman* for the defendant Adams; the defendant Dunn appeared in person.

Mr. *Tindal Atkinson*, in stating the case to the jury, said: In the early part of 1854 the defendants were in partnership as metal plate and tin-foil manufacturers, and took part of a yard of Baker & Larcher, in St. John-street, Clerkenwell, to carry on their business. Baker & Larcher, instead of permitting them to do so, turned their horse into the street, and otherwise misbehaved themselves, in consequence of which Mr. Wakeling was consulted on the 12th and 19th of April, and wrote a letter to the parties, complaining of their conduct, and asking compensation, on the 24th of April, 1854; in reply to which a Mr. Hudson, as an attorney for Baker & Larcher, brought an action against the defendants Dunn & Adams, which Mr. Wakeling was instructed to defend, and the defendants also desired Mr. Wakeling to bring an action against Baker & Larcher, and also gave a retainer signed by them both for that purpose, in pursuance of which Mr. Wakeling brought one action and defended the other, and the causes were both set down for trial. The case came on for trial in June, 1854. Mr. Charnock appeared in both cases for Adams & Dunn; and when they were called on, they were ultimately referred to the arbitration of Mr. Serjeant Thomas, by the advice of Mr. Charnock. Baker & Larcher went away, and were thought to be insolvent. Dunn & Adams quarrelled, and the result was, the arbitration was never proceeded with; and Mr. Wakeling ultimately delivered his bill to Adams & Dunn, for the balance of which this action is brought.

Mr. *Atkinson* having stated the case to the jury, called the plaintiff's sons, who proved the retainers and the work done, and also two solicitors, who proved the reasonableness of the bill.

The defendant Dunn produced his protection from the Insolvent Debtors' Court until November, but not having pleaded it according to the rules and practice of the Court, his Honour said he could not set that up.

Mr. *Honyman* said the defendant Adams contended, that, although he had signed the retainer, he understood from the plaintiffs that he was not to be held liable for the costs.

The learned Judge, in summing up, observed that the question for the jury to decide was, whether there was any separate agreement between the parties; if they were of opinion that they were jointly liable, they would give their judgment for the plaintiff; if there was a separate agreement as to Adams, for Adams only.

The jury immediately returned a verdict for the plaintiff for the full amount claimed; and his Honour granted costs of counsel, witnesses, &c.

Judgment accordingly.

BLOOMSBURY COUNTY COURT.—*Oct. 31.*

(Before D. D. HEATH, Esq., Judge).

Roome v. *White.*

This was a case of new trial granted to the plaintiff, against whom a judgment had been given, in an action brought by him against Mr. Walter White, solicitor, St Paul's Churchyard.

Mr. *De la Mare*, solicitor, was for the plaintiff.

It appeared that a builder named Plews got a cheque cashed at Mr. Wykes's, landlord of the King's Head, Hampstead-road. The cheque was for £10, drawn by the defendant, upon the Commercial Bank of London, and made payable to Mr. Lawrence, 36, Woburn-place. The cheque, after passing through several hands, was, by the plaintiff, presented at the bank, where it was marked "No effects." Roome then brought an action against the defendant, but not being able to produce the person from whom the barman of Mr. Wykes had received it, and it being positively sworn by defendant that the cheque in question had been paid by him to a Mr. Lawrence, who turned out to be Mr. Lawrence Levy, whose clerk, in going to get it cashed, had lost it. The plaintiff lost the cause. It now, however, was differently portrayed. Mr. Plews now swore that his attention was drawn to the case by seeing it reported in the newspapers, and that the cheque produced was the same cashed by Mr. Wykes, and also cashed by Lawrence Levy in a money transaction.

Mr. Slack, clerk at the Commercial Bank, deposed that no notice of a lost check of defendant's was received at their establishment, and at the time the one in question was dated defendant had no effects.

The defendant, Mr. Levy, and his (losing) clerk, not being in this instance in attendance, the former decision was revoked, and judgment given for plaintiff.

LIVERPOOL BANKRUPTCY COURT.

(Before Mr. Commissioner PERRY).

In re H. H. Statham.

The bankrupt was an attorney and money scrivener, at Liverpool. He applied on Monday the 26th ult. for his certificate. Mr. *Norris* represented the assignees. From the balance-sheet, it appeared that the bankrupt's liabilities were heavy. The *Commissioner* thought the justice of the case would be met by granting an immediate certificate of the second class.

CONVICTION UNDER THE FRAUDULENT TRUSTEES ACT.

At the quarter sessions for the borough of Leeds on Tuesday week, before Mr. T. F. *Ellis*, the Recorder, Benjamin Hinchliffe, aged 39, clothier and commission agent, Pudsey, was charged with stealing nineteen ends of cloth, the property of James Hare, at Leeds, on the 19th of September. There was also a count charging the prisoner with obtaining the goods by fraudulent pretences. The indictment was laid under the Fraudulent Trustees Act, and the case excited great attention. The facts of the case, as stated on the part of the prosecution by Mr. *Maude*, were these:—In June or July, 1856, Messrs. Atkinson & Brush, cloth merchants, of Leeds, entered into arrangements with the prisoner to receive into their warehouse any quantity of cloth which he might send to finish, and to

become purchasers if the goods and price suited them, otherwise the goods to be returned to the prisoner. In the first instance they advanced him money on account of the goods so left with them; but if they were returned, the prisoner was charged with the cost of finishing, and required to repay the money advanced, with interest at the rate of 5 per cent. Several transactions took place under this arrangement, and on the 29th of August last the prisoner went to the prosecutor, who was a manufacturer at Eccleshill, and said he had an order from Messrs. Atkinson & Brush (successors to Messrs. Henry & Co.) for 100 ends of hair lists, at 6*s.* 7*d.* per yard, which he could not supply, and asked him (the prosecutor) if he could furnish them. Hare replied that he could. The prisoner examined the ends, and ordered them to be sent to Messrs. Atkinson & Brush's warehouse, the price to be 6*s.* 7*d.* per yard. They were sent accordingly, and were afterwards seen in the possession of Messrs. Atkinson & Brush, by Hare, who, however, subsequently learned that the prisoner had obtained back the goods, and otherwise disposed of them. The prosecutor would tell the jury that this was the first transaction he had with the prisoner, that he delivered the goods to the prisoner as a commission agent, and that he parted with them on the specific understanding that they were sold to Messrs. Atkinson & Brush, and that they were the parties who would be liable for the debt. The prisoner would collect the money, but would have nothing more to do with it beyond receiving his commission. In consequence of something which subsequently transpired, the prisoner was taken into custody on the 22nd of September, and on the 23rd the prosecutor went to Atkinson & Brush's, but could learn nothing of the nineteen ends. The prosecutor subsequently ascertained that the goods were disposed of at prices much below their value. They would see that the prisoner got these goods in the character of a commission agent or bailee for a specific purpose, representing, in the first instance, that they were for Atkinson & Brush, and that he then dealt with them as his own property, selling them to other persons than those for whom he received them, and for a price less than he was authorised to take, and, in doing so, he (Mr. *Maude*) should contend that the prisoner brought himself under the provisions of the Fraudulent Trustees Act. One section of that statute provided that any person, being a bailee of any property, who should fradulently appropriate such property to his own use, though he did not break bulk, shall be guilty of larceny.

The evidence bore out the statement for the prosecution.

Mr. *Blanshard* addressed the jury on behalf of the prisoner. He said, that, if the Fraudulent Trustees Act was to be applied in such cases as these, there was not a commission agent in Leeds who would escape, and maintained that the object of the section which had been quoted was to do away with the gross anomaly which had previously existed, under which a bailee (a person intrusted with the custody of property) appropriating property was not amenable to the criminal law, unless he broke what was technically called "bulk." He submitted that there was no breaking bulk in this case, each transaction being distinct and open, and he therefore maintained that the offence was not one which came within the provision of this section.

The RECORDER then proceeded to sum up.—With reference to the law, he told the jury that the only point for them to decide was whether the prisoner appropriated the property to his own use. If they were satisfied that he did, then the offence would come under the section of the Fraudulent Trustees Act which had been quoted.

The jury, after an hour's deliberation, returned a verdict of "Guilty," and the prisoner was sentenced to be imprisoned for eight months, with hard labour.

JUDGE OF THE COURTS OF PROBATE AND DIVORCE.

Under two Acts of last session, a judge is to be appointed of the Court of Probate who is to be also Judge Ordinary (*i. e.*, working judge) of the Court of Divorce and Matrimonial Causes. The new judge is to take rank with the puisne judges of the superior courts of common law, and to receive a yearly salary of £4,000. On the first vacancy that makes such an arrangement possible, the three offices of judge of the Probate Court, judge ordinary of the Matrimonial and Divorce Court, and judge of the Admiralty Court are to be united in the same functionary. When this occurs the salary is to be raised to £5,000 a year.

The new jurisdiction cannot commence, at the earliest, before the 1st of next January: it being provided by the 2nd clause of both Acts, that they shall "come into operation on such day, not sooner than the 1st day of January, A.D. 1858, as her Majesty shall by Order in Council appoint, provided that such order be made one month at least previously to the day so appointed."

It is generally understood that Mr. Justice Cresswell is to be the judge of the New Court. This appointment will make a vacancy on the bench of the Court of Common Pleas, and Westminster Hall is already full of rumours as to the mode in which it is likely to be filled up. The names of Mr. Serjeant Shee, Mr. Serjeant Byles, and Mr. Hugh Hill, Q.C., are amongst those most prominently put forward; it is also rumoured that Sir H. S. Keating, the present Solicitor-General, may possibly put in a claim for the vacant seat. It is perhaps sufficient to remark, with regard to all these rumours, that at present there is no absolute vacancy nor indeed any likelihood of a change, at all events, during the course of the present term. The lawyers have very possibly some couple of months of gossip and speculation before them ere doubt on this point, can be changed into certainty.—*Daily News.*

Mr. Justice Cresswell will be the judge of the Court of Probate and Divorce, but inasmuch as the acts by which the new court is created do not come into operation before the commencement of the next year, no actual appointment can take place immediately. As yet, therefore, there is no vacancy among the judges of the Court of Common Pleas, and the statements made by some journals as to the probable successor of Mr. Justice Cresswell in that court are, to say the least, premature.—*Globe.*

The fact of Mr. Justice Cresswell having been appointed the judge of the New Court of Probate is confirmed by the learned judge having just appointed his cousin, Mr. Robert Nathaniel Cresswell, barrister-at-law, his secretary. Mr. Keating, the Solicitor-General, will be the new common law judge, but at present it is undecided who shall be the new Solicitor-General. —*Standard.*

There are all sorts of rumours afloat in legal circles in reference to the judicial changes which may be expected. It has been very well known for some months past that Mr. Justice Coleridge has been anxious to retire from the puisne judgeship in the Court of Queen's Bench, and take the position to which he has become entitled from length of service. In the event of his retirement, his seat will, in all probability, be accepted by Sir H. S. Keating, the Solicitor-General. In the case of his declining it, Mr. Welsby, the Recorder of Chester, will most likely receive an offer of advancement from the Government. Opinion seems to be very much divided as to the judge of the New Court of Probate. It is well known that in the first instance it was offered to Mr. Justice Erle, who declined it, and afterwards to Mr. Justice Vaughan Williams, who also refused the honour. It is currently reported that during the last few days it has been offered to Sir John Dodson, the Dean of the Court of Arches. In the event of Sir John's acceptance of the dignity there will be no legal vacancy in Westminster-hall to excite the hopes of gentlemen aspiring to the judicial Bench.—*Weekly Dispatch.*

THE LOCAL COURTS OF UPPER CANADA.

We ventured to predict, a year since, that, within a shor space of time, our local courts would be self-supporting; and we are now able to state, as a fact, that they are not only self-supporting, but give a large surplus. The judges and officers of the Upper Canada County and Division Courts do not draw one penny from the General Revenue Fund. The fund necessary to supply these institutions is wholly supplied from small fees collected from suitors in the courts. The institution of a system of local courts, presided over by trained men as judges, and acting under a uniform procedure, is due to the Honourable Mr. Draper. At first it was regarded with some jealousy, as an experiment of doubtful expediency, and for a time perhaps even the author of the measure himself was doubtful as to the result. The public, however, soon discovered the advantage of trained professional men as judges; and as the benefits of cheap and speedy justice administered in each county and township on settled principles were felt, the Division Courts and County Courts grew in favour. As the system advanced in public confidence and esteem, an extension of it was asked; and the local courts, at first very limited in powers, have now a most extensive jurisdiction. Although for some years the local courts drew

from two to three thousand pounds per annum from the General Revenue, they are now paying institutions. In 1851 there was a deficiency in the fees collected in local courts, for the half-year ending 30th June, of 911*l.* 19*s.* 6*d.*, or in other words there was that amount taken from the general revenue of the country to pay the necessary disbursements on account of the courts—that is, an amount equal to about £2,000 for the whole year (1851). For the half year ending 30th June last, there is a surplus, after paying all expenses, of between £900 and £1,000; and at the close of this year the province will have drawn a revenue from the local courts of about £2,000. This is the aggregate. Several of the smaller counties do not, as might be expected, produce sufficient fees to pay their court establishments; while others, larger and more populous, give a considerable overplus. In the twenty counties in which there is a deficiency, the aggregate is 1,637*l.* 18*s.* 7*d.* for the last half-year. In the eleven counties exhibiting a surplus, the aggregate is 2,539*l.* 19*s.* 4*d.* for the same period. The whole charge on the fee fund connected with the maintenance of the County and Division Courts is under £19,000 for the *whole* of the year. The net fees received the last half-year considerably exceed £10,000. These facts and figures afford material for reflection and observation; at present we merely refer to them as showing that the local courts are more than self-supporting, and that this important branch of the public service in Upper Canada does not cost the province one shilling to maintain. —*Abridged from the Canada Law Journal.*

Mr. Sergeant Kinglake, M.P. for Rochester, and Recorder of Bristol, was sworn in as magistrate of Somersetshire, at the late Quarter Sessions for that county.

The Queen has to appointed Mr. Charles Fisher to be Attorney General for the Province of New Brunswick.

At the sitting of the Court on Monday Mr. Ogle was called upon to take his seat as Tubman, he having been appointed to that ancient and honourable office, vacated by the elevation oi Mr. Lush to the dignity of Queen's Counsel.

The failure of Messrs Slade & Vining, solicitors, of Yeovil, is attributed to the non-success of some building speculations in London. Mr. Vining is one of the shareholders in the Royal Surrey Gardens Company.

At a pension of the Hon. Society of Gray's-inn, on Wednesday, the following gentlemen took their seats as benchers of the Society—viz., W. H. Bodkin, Esq., J. W. Huddleston, Esq., Q.C., R. Lush, Esq., Q.C., and H. Manisty, Esq., Q.C.

St. Barbe Sladen, 14, Parliament-street, Westminster, Gent., has been appointed by the Supreme Court of Victoria a Commissioner of that Court for taking affidavits in England.—*London Gazette.*

In the Court of Bankruptcy a proclamation of outlawry was made on Tuesday against Thomas Dean, of Barnes, and King's Bench-walk, Temple, solicitor, who absconded after committing forgeries to a large amount.

Mr. Wordsworth, Mr. Locke, Mr. Skinner, Mr. Huddleston, Mr. Lush, Mr. Monk, Mr. Forsyth, and Mr. Manisty having been appointed of her Majesty's counsel, and Mr. Pigott having received a patent of precedence, were called within the Bar on Monday, and took their places accordingly.

In the session 1854-55 two election petitions were disposed of by the House of Commons (including those withdrawn); in 1856, two also; in the first session of 1857, three; and in the second session (after the general election), about 50. During the second session of 1857 nine members were unseated, chiefly for bribery, and the writs for two places were suspended. Out of 74 petitions presented, 33 were withdrawn.

We hear that a work very interesting to the friends of law reform, is on the eve of publication, by the excellent judge of our county court, Sir Eardly Wilmot, Bart. It contains, we understand, an analysis of the numerous Acts of Parliament introduced, and successively carried, by Lord Brougham, for the reform of our laws, civil as well as criminal, accompanied by notes and comments of the author.—*Bristol Mirror.*

In the Court of Queen's Bench on Monday, Mr. Garth said he was instructed by the Incorporated Law Society to move for a rule calling upon a person of the name of John Shattock, an attorney, to show cause why he should not be struck off the rolls for misconduct. Shattock was convicted of forgery at the last Liverpool assizes, and was now undergoing the punishment of three years penal servitude.—The rule was granted.

Thursday, the 12th instant, has been appointed for the nomination of gentlemen to serve the office of sheriffs for England and Wales during the next year. The Chancellor of the Exchequer, the President of the Council, and other ministers of state will attend, and the whole of the judges will be present for the purpose of submitting their nominations for her Majesty's selection and approval. The proceedings will take place in the Court of Exchequer, Westminster Hall.

The auditor's statements of the payments made in respect of the election for South Durham has been published. The two seats have cost upwards of £14,000, towards which the sitting members, Lord Harry Vane and Mr. Pease, contribute £8,000, and Mr. Farrer, the defeated candidate, £6,396. In one district, Mr. Farrer's "professional" expenses were equal to about 30*s.* on each vote polled; and throughout the whole division he paid his solicitors an average of 1*l.* 0*s.* 8*d.* per vote. Lord Harry paid his lawyers at the rate of 16*s.* 4*d.* per vote; and Mr. Pease 5*s.* In hotel and miscellaneous charges, too, Mr. Farrer holds first place; his expenses under this head being £1,991; whilst those of Lord Harry Vane were £1,101; and Mr. Pease's £553.

The French Tribunals.

A very interesting case to the commercial world was raised before the Tribunal of Commerce on Monday, the 2nd instant. An action was brought by Messrs. Speilman & Co., the well-known money changers of the Rue Vivienne, against the Lyons Railway Company, to obtain payment of 739 francs 50 cents., the amount of seventeen coupons of interest on shares. The Lyons Railway Company refused to pay these coupons, because they had been lost by a M. Leroy, who, on discovery of his loss, advertised the company, and put in an opposition to their payment. On the part of the plaintiffs it was urged that they had purchased the coupons in the regular course of business, and they had no reason to suppose that they had been dishonestly obtained by the person who had sold them. It was also the custom of the trade to receive coupons like bank notes, without requiring the name and address of the person presenting them. The Tribunal condemned the company to pay Messrs. Speilman, the plaintiffs in the action, the sum claimed. M. Leroy then brought an action against the company for the amount of his loss. The facts were the same as those disclosed in the preceding case. The Tribunal rejected the claim, and gave a decision in favour of the defendants.

The Tribunal of Correctional Police has been occupied for several days in investigating the details of some wholesale forgeries lately perpetrated. The facts, as far as they have been elicited, are these:—A man, one day last week, presented at the bank of Messrs. de Rothschild a bill for 450 francs, bearing the acceptance of Messrs. B., of Geneva, with whom the bank is in the habit of transacting business. The cashier found that no notice of the drawing of the bill had been forwarded, and, on examining the bill closely, he became convinced that it was a forgery. The man was carried before the commissary of police of the district, and to him he stated that he had merely presented the bill for his brother, a respectable wine-shopkeeper of the Boulevard de Strasbourg. This turned out to be true. The wine-shopkeeper was then sent for. He said that he had received the bill from a customer in payment of a debt of fifty francs, and he had given him 400 francs change. The customer, in his turn, stated that he had received it from one M——, in part payment of the purchase of the good-will of a wholesale wine business, which that person had purchased from him. M—— was then sought for, but could not be found. Further inquiries made respecting him led to the discovery that he was a notorious swindler of Geneva, who had lately obtained supplies of goods on the false pretext that he was about to establish himself in business, and that he was not only to have remitted to him a sum of 30,000 francs from Geneva, but that he held bills on Messrs. de Rothschild amounting to between 35,000 and 40,000 francs. Among other things it appeared that this dexterous swindler had bargained with a tradeswoman in the Rue Neuve St. Eustache to purchase the good-will of her business. On the day fixed for the payment of the money he told

her that he had been disappointed in the receipt of a sum of 30,000 francs, which he expected, but that it would be sure to arrive in a few days. On these pretences he prevailed on her to lend him a sum of 500 francs, with which he decamped and has not since been heard of.

The article in the penal code which provides for the punishment of the crime of adultery is by no means allowed to remain a dead letter on the statute book. A case which came last week before the Tribunal of Correctional Police forms a good illustration of this. It is rendered more interesting by the rather novel plea which the guilty parties urged in mitigation of punishment. The defendants were both young, and belonged to the middle class of society. There was no attempt to deny their guilt, which, indeed, was fully proved. In extenuation of their offence it was stated, that some years ago they had conceived a violent passion for each other, and were engaged to be married, but that family misfortunes prevented their union, and that the woman married another; that after a while they again met, and, their passion reviving, the woman, who was not happy with her husband, left him to join her lover, and had ever since lived with the latter, having a child by him. The Tribunal, unmoved by this romance in real life, condemned the woman to six months' imprisonment, and the man to three. The latter was also fined in the sum of one hundred francs.

A double murder was committed on Monday, the 2nd instant, in the house No. 59, Faubourg St. Antoine, Paris, which is occupied by a number of small manufacturers and tradesmen, and during the day the house is frequented by very many persons who have business relations with its different occupants. Among them was a man named Butel, a hawker of jewellery, who had resided there for about four years with a woman named Eugénie Léotard. These two have been the victims of this horrible crime. Butel has two illegitimate children, one of whom, aged thirteen, was apprenticed in the neighbourhood, and the other, some years younger, lived at home. In the morning, about seven o'clock, the eldest boy, who had got a holiday, came home to spend the day with his father. He knocked several times at the door, and called to his father by name, but without receiving any answer. Surprised at finding no one at home at that early hour, the boy went to speak to the porter, by whom he was assured that his father had not gone out. He then went up again, and on the stairs leading from the third to the fourth floor, where his father resided, met two men coming rapidly down. On reaching the apartment of his parent he found the door ajar, and was horror-struck at finding his father lying dead on the floor, having only his shirt and trousers on, and with a complete pool of blood round him, which had flowed from two large gashes on the head. The woman was lying on the bed, also weltering in blood. The cries of the boy brought a number of the people in the house to the spot. Some of them said they had heard a noise in the room a short time before, but imagined that it was only a domestic squabble, to which they had been accustomed, and they therefore took no notice of it. Information was immediately sent to the commissary of police, and a rigid investigation has been commenced. It is supposed that the murder has been committed from motives of personal vengeance, as no robbery appears to have taken place; and, from the state of the dress of Butel, it is thought that the murderers came while he was in bed, on pretence of wanting to buy some of his merchandise, and that he hastily got up and slipped on his trousers.

M. Lassagne, President of the Court of Cassation, one of the highest judicial functionaries in France, died a few days ago in Rome, at the advanced age of 88. He has been interred beeween Poussin and Claude Gelée, better known in this country as Claude Lorraine, to whom M. de Chateaubriand, on the occasion of his second embassy, rather tardily erected a monument. The son of M. Lassagne is advocate auditor in the Chancery of France. To him is attributed the celebrated memoir of M. le Comte de Rayneval.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. LXXVII.—*An Act to amend the Law relating to Probates and Letters of Administration in England.*

The first thing which requires notice respecting this Act is, that it is not in operation; and that, at present, it seems quite uncertain when it will become so. By the 1st section, it is said, that, "except where otherwise specially provided," it is to come into operation on such day, not sooner than January 1, 1858, as shall be appointed by Order in Council, provided that such order shall be made one month, at least, previously to the day so to be appointed. The Act, therefore, cannot come into operation, generally, even on the 1st of January next, unless an Order in Council shall issue for that purpose on or before the 1st December next; and there do not appear to be any special provisions modifying this as to certain parts of the Act, notwithstanding the words above cited.

It may be a convenient course to separate this long and most important statute, into such parts as present themselves prominently for consideration in endeavouring to acquire an accurate conception of the whole; and of each of these some account shall be given. But to treat this statute in detail would not only require a volume to itself, but (no rules or orders having been promulgated respecting it) any such investigation would be premature, and probably of little utility. The Act under discussion, therefore, may properly be considered under the following divisions, independently of certain miscellaneous provisions which do not affect its general scope and design:—

I. As to its effect on existing courts and jurisdictions. II. As to the constitution of the new Court of Probate. III. As to those who may practise therein. IV. As to the course of procedure, in matters and causes testamentary, to be adopted—1, In the district registries; 2, in the county court; 3, in the Court of Probate itself. V. As to appeals. And of these in their order.

I.—*As to the Effect of the Act under Discussion on existing Courts and Jurisdictions.*

By ss. 3 and 4, the whole of the jurisdiction and authority of all courts and jurisdictions whatever in England, in relation to the grant or revocation of probate of wills and letters of administration of the effects of deceased persons, is transferred from such courts and persons, respectively, to the Crown; and jurisdiction and authority to grant or revoke the same, and to hear and determine all questions relating to matters and causes testamentary, is given to be exercised, in the name of the Crown, in a *Court of Probate* to be held in London or Middlesex, as her Majesty in Council shall from time to time appoint.

By s. 23, no suits for legacies or for the distribution of residues are henceforth to be entertained by any court or person whose jurisdiction as to matters and causes testamentary is abolished by the Act under discussion. But the jurisdiction in regard to such suits is *not* transferred to the Court of Probate. And hence such suits can henceforth only be entertained in the Court of Chancery; or (to the extent of £50), in the county court for the district in which the deceased resided at the time of death.

By ss. 89, 90, the acting judge, registrar, or other person with jurisdiction as to grant of probate or administration before the commencement of the Act under discussion, or having the custody of the documents or papers belonging to the court or person with such jurisdiction, is, on receiving a requisition for that purpose from a registrar under the seal of the Court of Probate, to transmit (under a penalty) all the documents and papers in his possession or control, relating to matters or causes testamentary, to be deposited and arranged in the district or principal registry, as the case may require.

By ss. 116—118, power is given to the College of Doctors-of-Law, incorporated 22nd June, 8th Geo. 3, to dispose of their real and personal estate, and to lay out and apply the income for the benefit of the college or its members; and also to surrender their charter to the Crown, after a resolution to that effect shall have been come to by the majority; and power is given to the Treasury, out of moneys to be provided by Parliament, to purchase or provide, if necessary, suitable buildings for the court and registries—the present building used as the public registry of the Prerogative Court being (by s. 108) vested in the registrars for the time being of the Court of Probate.

II.—*As to the Constitution of the new Court of Probate.*

By ss. 5—9, the Court of Probate is to have a single judge (holding office during good behaviour), being, or having been, an advocate of ten, or a barrister of fifteen, years standing, and with a salary of £4,000 a year. And by s. 23, the court is to be a Court of Record, and is to have the same power, and its grants and orders the same effect, throughout all England (and in relation to the personal estate in all parts of England of deceased persons) as the Prerogative Court has hitherto had in the province of Canterbury, and in relation to those matters and causes testamentary and those effects of deceased persons, hitherto within the jurisdiction of the said Prerogative Court;

and all the duties of ordinaries generally, or of the said Prerogative Court, in respect of probates, administrations, or matters or causes testamentary, within their respective jurisdictions, are to be performed by the Court of Probate, with the exception (above noticed) as to suits for legacies and residues.

Belonging to this Court of Probate, there is to be a principal registry; and also district registries, one for each of the several districts scheduled to the Act: and each of such registries are to be presided over by registrars or a registrar, and is to have proper clerks and officers. The registrars are to hold their offices during good behaviour, and the other officers at the pleasure of the judge of the Probate Court and the Lord Chancellor; and both registrars and officers are to be, as the general rule, appointed by the judge.

Ancillary to the Court of Probate, in matters coming within the *contentious* jurisdiction and authority of the court, in reference to the grant or revocation of probate or administration, are the different district county courts already established. For with regard to those cases in which the personal estate of the deceased is under £200 at the time of death, or the real property under £300, the judge of the district county court may (where any contentious matter arises) make a decree for grant or revocation of probate or administration; but his decree is subject to appeal to the Court of Probate (s. 58); and a recourse for such grant need never be made to a district registry, or through any county court, but application may, in all cases, be made through the principal registry of the Court of Probate, subject, however, to this qualification—viz. that if any contentious matter arise, in respect of which the county court would otherwise have had jurisdiction, the judge of the Court of Probate may send the cause to the county court, to be proceeded with there. It is not added in the Act, but it is presumed, that, in such a case (as well as where the application for a grant is through the county court in the first instance), there will be an appeal (under s. 58) from the county court judge's decision to that of the Court of Probate.

III.—*As to those who may practise in the Court of Probate.*

By ss. 40, 41, all persons who, on or before the 25th Aug., 1857, had been admitted advocates in any of the ecclesiastical courts, may practise as advocates or counsel in all matters and causes whatsoever in the Court of Probate, and in any of her Majesty's courts of law and equity in England; with the same eligibility to appointments under Acts of Parliament, or otherwise, as if they had been duly called to the degree of barrister on the day when they were respectively admitted as advocates: and all serjeants and barristers shall be entitled to practise as advocates or counsel in all contentious matters and causes in the said court. It will be noticed here, that, though advocates may practise in the Court of Probate in *all* matters, the right of serjeants and barristers to practise therein is confined to contentious proceedings.

By ss. 42, 43, every person who, on the said 25th Aug., was actually admitted and practising as a proctor at Doctors' Commons, the Prerogative Court of York, or in any diocesan or any archidiaconal court (having previously served under articles either to an attorney or proctor), may, on application at any time before 25th Aug., 1858, be admitted a proctor of the Court of Probate without payment of any fee or stamp duty.

It is to be noticed that this time of limitation has reference to the time the Act passed, not to that at which it is to come into operation.

By s. 43, every person who, at the time of the commencement of the Act under discussion, was acting registrar or deputy-registrar in any ecclesiastical court, or was so admitted and practising as a proctor in Doctors' Commons, or in any ecclesiastical court in England or Wales, may, at any time before the 25th Aug., 1858, and without fee or stamp duty, be admitted a solicitor of the Court of Chancery, and afterwards an attorney of the superior courts. It is to be noticed that this time of limitation begins to run from the time the Act comes into operation, not from when it passed.

By s. 44, every person who, at the same time as mentioned in the preceding section, was serving as articled clerk to a proctor entitled to take him as such, may become a solicitor, and afterwards an attorney, in the same manner, and on the same conditions, as if, before that date, he had been duly articled to a solicitor or attorney.

By s. 45, all solicitors and attorneys-at-law may practise in the Court of Probate; and the laws and statutes now in force concerning solicitors and attorneys shall extend to solicitors and ttorneys practising in the said court; and the commissioners r taking oaths in the High Court of Chancery shall be comissioners for taking oaths in the Court of Probate.

In reference to this last clause, notice should also be taken of the 27th section, enabling oaths to be administered by the registrars and district registrars; by persons acting as *surrogates* at the time the Act comes into operation; and by any other persons appointed for the purpose from time to time by the Judge of the Court of Probate under the seal of the court. Such surrogates and persons so appointed are also to have full power "to perform such other duties in reference to matters and causes testamentary as may be assigned to them from time to time by the rules and orders" made under the Act under discussion. It is not easy to say to what duties this vague provision is intended to refer. It may be remarked, also, that no mention appears to be made as to the commissioners appointed to take oaths by the judges of the superior courts of law under the Act of Charles II.

IV.—*As to the Procedure.*

1. *In the District Registries.*—By s. 46, probate of a will or letters of administration may, on application for that purpose to the district registry, be granted *in common form* by the district registrar, in the name of the Court of Probate, and under the district seal, on (it is presumed, production of a will properly executed, and on) affidavit that the testator or intestate, at the time of death, had a fixed place of abode within the district; and such probate or letters of administration shall have effect over the personal estate of the deceased in all parts of England. By s. 49, notice of application of such grant is, by the next post, to be transmitted by the district registrar to the principal registry, specifying the name and description or addition of the testator or intestate, the place of his abode, and the date of his death, and such other particulars as may be hereafter directed by rule or order; and the district registrar is to withhold the grant prayed for, until he shall have received a certificate from the principal registry that no other application in respect of the goods of the same deceased person appears to have been made. And by s. 50, the district registrar, in all cases of doubt, is to transmit a statement of the matter in question to the registrars of the Court of Probate, who shall obtain the directions of the judge relative thereto. Moreover, every month, at the least, a list of all the grants made is (by s. 51) to be forwarded by the district registrar to the registrars of the Court of Probate. But the original wills are to be filed and preserved by the district registrar in a public registry to be provided for the district.

Caveats against the grant of probates or administration may, by s. 53, be lodged in any district registry (as well as in the principal registry), to correspond, in regard to the practice and procedure thereunder, with the caveats now in use in the Prerogative Court of Canterbury (as to which see Coote's Pr. p. 439); and on a caveat being entered in the principal registry, notice thereof is to be sent to the district registrar, and *vice versâ*.

2. *In the County Court.*—On a decree being made by a judge of the county court for grant or revocation of probate or administration, the registrar of the county court is (by s. 55) to transmit to the district registrar a certificate, under the county court seal, of such decree having been made; whereupon probate or administration, in compliance with such decree, is to be issued from, or recalled or varied by, the district registry. And by s. 56, the judge of the county court—subject to the rules and orders made under the Act under discussion—is to have all the jurisdiction, power, and authority to decide any disputed question, and enforce his judgment and orders in relation thereto, as in an ordinary action in the county court.

3. *In the Court of Probate itself.*—The practice in the principal registry with regard to the proceeding to obtain grant of probate or administration where no contentious matter arises, will be, it may be presumed, similar to that chalked out by the Act under discussion for obtaining such grant through a district registry. But the chief indication of the *general* practice which is to obtain in the Court of Probate is, that, by the 29th section of the Act under discussion, it is declared that, except where otherwise thereby provided, or by the rules or orders to be from time to time made thereunder, such practice is to be, so far as the circumstances of the case will admit, according to the present practice in the Prerogative Court. This practice, so far as causes testamentary are concerned, exclusive of suits for legacies and for distribution, which (as before observed) must for the future be proceeded with only in the Court of Chancery, is fully detailed in Coote's Practice, pp. 439—674. By the 30th section, however, of the Act under discussion, it is further provided, that "to the intent and end that the procedure and practice of the court may be of the most simple and expeditious character,"

the Lord Chancellor and the Lord Chief Justice of the Queen's Bench (or any one of the judges of the superior courts of law to be by him named), and the judge of the Prerogative Court, may make rules and orders for regulating the procedure and practice of the court and the duties of the registrars, district registrars, and other officers; and for determining what shall be deemed contentious and what non-contentious business; and (subject to the provisions of the Act under discussion) for fixing the time and manner of appeals; and generally for carrying the provisions of the Act under discussion into effect.

There are, however, a variety of matters on which the Act under discussion makes express provision as to the procedure to be adopted. Thus, by s. 31, the witnesses and parties in all contentious matters, where their attendance can be had, are to be examined orally, by or before the judge, in open court; liberty being, at the same time, reserved to the parties to verify their cases by affidavit; by s. 33, the rules of evidence in the superior courts of common law are to be applicable and observed in the trial of all questions of fact; and by ss. 35—38, such questions may be tried by a jury before the Court of Probate itself, or may be sent to be so tried, in the form of an issue, to any of the superior courts of law.

V.—*As to Appeals.*

In cases decided by the judge of a county court, the party dissatisfied with the determination of such judge in point of law, or upon the admission or rejection of any evidence in any matter or cause under the Act under discussion, may (by s. 58) *appeal* from the same to the Court of Probate; and the decision of that Court shall be final.

And, moreover, any person considering himself aggrieved by any final or interlocutory decree or order of the Court of Probate (other, it may be presumed, than any decree or order made on an appeal from the determination of a county court judge), may (by s. 39) appeal therefrom to the House of Lords. There is, however, a proviso, on the one hand, that no appeal from any *interlocutory* order shall be so made without leave of the Court of Probate itself; and, on the other, that, on the hearing of an appeal from any final decree, all interlocutory orders complained of shall be considered as under appeal, as well as the final decree.

Recent Decisions in Chancery.

JUS QUÆSITUM TERTIO.

Peddie v. *Brown*, 5 W. R. 871; *Finnie* v. *The Glasgow and South-Western Railway Company*, House of Lords, 13th August, 1857.

In these two appeals from decisions of the Court of Session in Scotland, the doctrine of the *jus tertii* was very much discussed. It is thus stated by Lord *Stair*, in his Instituts. (p. 95): "When parties contract, if there be any article in favour of a third party at any time, *est jus quæsitum tertio*, which cannot be recalled by either or both of the contractors; but he may compel either of them to exhibit the contract, and thereupon the obliged may be compelled to perform." Lord *Stair* takes this definition from *Molina*, but he cites several cases decided in the Scotch Courts to show that it is a fair statement of the law of Scotland. Thus we find cases where a gratuitous promise made in favour of a third party who was not present, and never accepted, was enforced against the promisor. In these cases, however, the promise was not dependent upon acceptance, nor did it require anything to be done on the part of him to whom it was made. In *Warnoch* v. *Murdoch*, Fac. Dec. A.D. 1759, No. 156, a man, in his marriage contract with his intended wife, contracted for the payment to her of an annuity after his death; but in case his step-mother should survive him his wife being then alive, she and her annuity were to be burdened with the payment of £12 a year (part of the said annuity) to the step-mother. After the marriage, the husband revoked by deed the gift to his step-mother; and she and the wife having both survived, the wife refused to pay the £12 annuity; whereupon the step-mother brought her action, and obtained judgment. The grounds upon which this judgment proceeded are not stated in the report, but the arguments on both sides appear to have been limited to the question of *jus tertii*. In *Peddie* v. *Brown*, the plaintiff had granted a lease of a colliery for nineteen years to the defendant. Subsequently, a railway was projected, which it was proposed should go through the land in question. On its being opposed by the defendant, an agreement was entered into between him and the company, whereby the company undertook to make a branch line to the colliery; but subsequent litigation having arisen between the parties, it was finally arranged to rescind this agreement, in consideration of which the company undertook to pay the defendant £5,000. In these transactions no reference was made to the plaintiff or his interest; and the defendant, having received the £5,000, two years afterwards surrendered the residue of the term, as he was entitled to do under a clause in the lease giving him an option to do so in an event which had happened. The plaintiff, by his action, claimed to have such part of the £5,000 as might be proportional to the unexpired portion of the lease, or, at all events, as much as should be necessary for the construction of the connecting line of railway. The House of Lords decided against the plaintiff, on the ground that there was neither a contract under which he could derive a right, nor was there a *jus quæsitum tertio* in him. It was contended for the plaintiff, that, even upon the principles of English law, he was entitled so to participate in the consideration money. The authority relied upon to support this contention was *Synnot* v. *Simpson* (5 H. L. Cas. 121), which, inasmuch as it relates to the rights of a bond creditor under a deed providing for the payment of debts, had little application to the present case. The fact that no other case on this point was cited from our Reports, shows that the plaintiff's argument was not maintainable as English law; though there is no question, that, in this country, under some contracts, a right may be acquired by persons who are not named parties. Indeed, by 8 & 9 Vict. c. 106, s. 5, it is enacted, that, under an indenture executed after 1st October, 1845, an immediate estate or interest in hereditaments, and the benefit of a condition or covenant respecting any hereditaments, may be taken, although the taker thereof be not named a party to the indenture. This enactment, however, does not affect any question of *jus tertii*, so as to interfere with the doctrine of our courts as to volunteers. As to the Scotch doctrine, the two cases named above may be said to establish these propositions:—1st, The *jus quæsitum* must not be merely a *jus* in which the *tertius* is interested, but it must be a *jus* intended to be beneficial to the *tertius*; an accidental benefit, or one which might be shared in common with the public generally, would, therefore, not constitute such a right; and, 2ndly, though the *tertius* need not be named in the contract, he must be sufficiently described or pointed out to enable him to sue. In *Finnie* v. *The Glasgow &c. Co.*, Lord *Wensleydale* thus describes the doctrine of *jus tertii*:—"Where there is an express stipulation in a contract in favour of any one, it is in effect an agreement between the parties that the stipulation shall be performed with him; and though he is not a party to the agreement, nor at any time assenting to it, he may afterwards adopt the agreement, and sue upon it." That this is very different from our English notions of law, is sufficiently manifest from what Lord *St. Leonards* says in *Synnot* v. *Simpson*—viz. "that a trust created even for creditors without bargain or communication with them cannot be enforced by them." In the judgments of the Lord Chancellor and Lord *Wensleydale* in both the above-named cases, it is not clearly stated how far their Lordships proceeded upon the principles of the Scotch law only, nor does it appear to what extent they consider that our English law recognises the *jus tertii*.

CHAMPERTY—PURCHASES BY SOLICITORS FROM THEIR CLIENTS.

Knight v. *Bowyer*, 6 W. R.

Among a multitude of other defences which were set up in this most ponderous suit, the old doctrine of champerty was once more relied on, to be once more evaded, on the strength of the authorities which have practically reduced its operation to a nullity. In the old times, when "the perfection of reason" laid it down that choses in action were not assignable, the iniquity of the offence of champerty was likely enough to strike the imagination of legislators and judges; but now that every created thing, or chance of a thing, is bought and sold, valued and mortgaged, it is no wonder that the respectable horror once entertained of buying an estate the title to which was in dispute should have gradually melted away, until "champerty" has come to mean little more than a forlorn hope, to be pleaded when there is no other answer to be given to a bill. The present position of the doctrine is rather anomalous. Lord *Eldon*, in *Wood* v. *Downes* (18 Ves. 120), most distinctly recognised the principle, and to some extent acted on it, although other considerations entered into that case, which really was, what the present was erroneously supposed to be, that of a purchase by a solicitor from his client. In *Harrington* v. *Long* (2 My. & K. 590) Sir *John Leach* most carefully recorded his approval of the broad doctrine, at the same time that he held that it did

not constitute maintenance to assign the benefit of a suit, unless it were made a condition that the assignee should prosecute it. This subtle distinction at once relieved all the ordinary cases of the assignment of property in litigation from the effect of the doctrines of maintenance and champerty; and this remains, and is likely to remain, the culminating authority on the subject. Practically, champerty is a dead letter; and though the principle is always stoutly asserted by the Court, the application almost always happens to fail. It is just possible for an unlucky purchaser to continue to bring himself so exactly within the terms of the received definitions as to be past help even from a willing tribunal; but *Knight* v. *Bowyer*, though it in no way goes beyond the law of *Harrington* v. *Long*, and does not at all impeach the general doctrine (which, perhaps, could not well be done, as it is partly founded on statute), nevertheless shows that the purchase of litigated property will not very easily be construed to amount to champerty. The facts on this point were, that the creditors of Sir George Bowyer—some holding judgments, others annuities, and so on—had been engaged for some thirty years in litigation, intended to establish their respective rights to the property. Very low down in the list came three annuitants; and the solicitors of one of them bought up the interest, not of their own client, but of the other two, who were unwilling themselves to join in new proceedings, which had become necessary if their claim was to be pushed on. This, it was contended, amounted to champerty, it being the purchase of an interest in property which was already the subject of one suit, and about which it was intended to carry on another. No one affected to doubt that the purchase was made for the express purpose of asserting by legal means the rights which the original holders despaired of enforcing, and no very intelligible explanation was given of the difference between such a transaction and those which were formerly thought so objectionable when they were denounced as maintenance and champerty. But the Master of the Rolls held by *Harrington* v. *Long*; and, while it was impossible to say why the real plaintiffs had not been guilty of champerty, it was equally clear that *Harrington* v. *Long*, and many other cases, were distinct authorities in their favour. The result seems almost to be, that champerty is a vital and subsisting doctrine which never has any application to any particular case—which is, perhaps, the next best thing to a repeal of all the statutes and a reversal of all the judgments on which the ancient idea is founded.

Another point which was raised in the defence was, that the purchase was by a solicitor from his client. This, as we have stated, proved to be a mistake, but not before the argument had elicited from the Bench the express dictum that an objection of this kind is one which it is not competent for any one but the client himself to take.

Professional Intelligence.

ANNUAL REGISTRATION OF ATTORNEYS.

The Forms of Declaration, under the 6 & 7 Vict. c. 73, may be had on application at the Office of the Incorporated Law Society, Chancery-lane.

The members of the profession are requested to be particular in filling them up, either by *themselves*, their *partners*, or their *London agents*, to send them to the office on as *early a day* as possible, and to attend to the following

REGULATIONS:

1. No declaration can be acted upon which does not contain all the particulars required by the Act of Parliament.

2. Every declaration must be delivered at the office six days before a certificate can be granted.

3. No certificate will be delivered out till Friday, Nov. 20.

4. In the first six days, commencing on Nov. 20, certificates will be delivered only to such *London agents* as shall in due time previously have sent in the declaration of *themselves* and their *country clients*, accompanied by a *list thereof arranged in alphabetical order, and written on foolscap paper bookwise.*

5. These six days to be appropriated among the *London agents*, in the following order:—The letters refer to the initial of the *agent's* surname or that of the senior partner in the case of a firm.

Those commencing with—

A or B,	Nov. 20.
C, D, E, or F,	" 21.
G, H, I, or J,	" 23.
K, L, M, N, O, or P,	" 24.
Q, R, or S,	" 25.
T, U, V, W, X, Y, or Z.	" 26.

6. On every day subsequent to Nov. 26, the certificates will be delivered to the rest of the profession.

7. The fee of 2*s.* 3*d.*, for issuing each certificate is to be paid on taking the same away.

*** It is desirable that the *London agents* should send in their lists soon, in order that the certificates may be completed in due time, as they are in number nearly 7,000.

METROPOLITAN & PROVINCIAL LAW ASSOCIATION.

At the Annual Provincial Meeting held at Manchester, on the 8th, 9th, and 10th ult., deputations attended from the Law Societies of Birmingham, Bristol, Gateshead, Gloucestershire, Hull, Kent, Lancaster, Leeds, Liverpool, Manchester, Newcastle, Worcestershire, and from the Justices' Clerks' Society. It will, therefore, be seen that many members attended in a representative as well as an individual capacity, and this fact should be borne in mind in estimating the importance of the meeting.

The chair was taken by W. STRICKLAND COOKSON, Esq.

Among the members present were:—

Allen, Wm., Worcester
Allen, W. S., Birmingham
Allen, E., Manchester
Anderton, J., London
Banner, E., Liverpool
Baker, F., Derby
Baker, T., Manchester
Barwick, J. M., Leeds
Bell, Wm., London
Brockbank, John, Lancaster
Beale, T. M., Worcester
Ball, E., Pershore
Barrow, James, Manchester
Bingham, George, Manchester
Barr, Robert, Leeds
Bromley, E., London
Bunting, T. P.,
Burrup, John, Sec. Law Society, Gloucester
Benham, E., London
Bower, A. P., London
Bulmer, John, Leeds
Clabon, J. M., London
Cookson, W. S., London
Clayton, John, Newcastle-on-Tyne
Chattock, R. S., Solihull
Crossley, James, Manchester
Coombs, Thomas, Dorchester
Clapham, S., Leeds
Case, J., Maidstone
Chesshire, B., Birmingham
Clarke, George, Worcester
Cox, Alfred, Sodbury, President Gloucestershire Law Society
Colville, T. M., Macclesfield
Devonshire, T. H., London
Dearden, J. H., Manchester
Dees, R. R., Treasurer of Law Society, Newcastle on-Tyne
Enfield, R., Nottingham
Eltoft, J., Manchester
Foyster, Wm., Manchester
Field, E. W., London
Green, R. Y., Under Sheriff, Newcastle-on-Tyne
Gibson, C., Town Clerk, Salford
Hall, Henry, Clitheroe
Harris, H., V. P. Gloucestershire Law Society, Cain's Cross, near Stroud
Harrison, G. M., London
Harper, Wm., Bury
Hall, John, Lancaster
Heaven, C. G., V. P, Law Society, Bristol
Hindley, D. P., London
Heelis, S., Manchester
Hampson, F., Manchester
Haigh, George, Liverpool
Holden, L., Hon. Sec. Law Society, Lancaster
Hodgson, T. R. T., Birmingham
Jones, J., Worcester
Janson, F. H., London
Jackson, J. A., Hull
Janion, J., Manchester
Kennedy, T., London
Kearns, W. M., London
Landon, F. N., Brentwood
Lewis, J., Wrexham
Lewis, E., Manchester
Lambert, R., Newcastle-on-Tyne
Leverson, M., London
Lowndes, M. D., Liverpool
Lawrance, E., London
Lace, A., Liverpool
Monckton, J., Maidstone
Moss, W. H., Mayor of Hull
Mitchell, W. H., Tarporley, Cheshire
Makin, T., Lancaster
Manning, C. J., London
Morgan, W., Birmingham
Morris, J., London
Nicks, Thomas, Warwick
Payne, R. A., Liverpool
Pickslay, E. J., Wakefield
Parkinson, J. H., Horncastle
Partington, W. H., Manchester
Parker, R. A., London
Paul, R. C., Tetbury, Gloucestershire
Peacock, R. B., Lancaster
Powell, John, Birmingham
Ryland, A., Birmingham
Radford, J., Sec. to Law Society, Newcastle-on-Tyne
Robinson, Wm., Lancaster
Russell, J., Liverpool
Robinson, J. S., Sunderland
Robinson, D., Clitheroe Castle
Richardson, H., Leeds
Radcliffe, Wm., Hon. Sec. Law Society, Liverpool
Robinson, F., Manchester
Shaen, Wm., London
Smith, C. A., Sec. to Justices Clerks' Society, Greenwich
Shaw, Hope J., Leeds
Stallard, John, Sec. Law Society, Worcester
Sharp, John, Lancaster
Stubbin, J., Birmingham
Snape, T., Warwick
Street, James, Manchester
Stead, R. W., Manchester
Sudlow, John, Manchester
Summerscales, J., Oldham
Stevenson, R., Hanley
Taylor, H. G., St. Helen's
Tree, James, Worcester
Thorley, George, Manchester
Taylor, R., Manchester
Whitworth, E., Manchester
Wells, R., President of Law Society, Hull
Weatherall, E., London
Watkins, J., Bolton
Wright, Peter, Clerk of Peace, Liverpool
Wasbrough, H. S., Sec. Law Society, Bristol

LAW AMENDMENT SOCIETY.

The first general meeting will be held on Monday next, the 9th instant, at 8 o'clock An address from the Council will be read.

JURIDICAL SOCIETY.

The next meeting will be held on Monday, the 9th instant, at 8 o'clock, the Hon. Vice-Chancellor Sir John Stuart, President of the Society, in the chair, when Mr. John Malcolm Ludlow will read a paper on "The Mercantile Notion of 'The Firm,' and the need of its Legal Recognition."

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

STATISTICS OF INCUMBERED ESTATES.

At the recent meeting of the Association for Promotion of Social Science, held at Birmingham, the difficult subject of the transfer of land appears to have been one of the prominent questions considered by the department of jurisprudence. After several papers had been read, and various opinions expressed, Sir Fitzroy Kelly declared his adhesion to the principle of transferring land free from all complications of title, after due investigation by public officials to be intrusted with ample powers and discretion. He further stated, that this scheme was not a merely theoretical one, but had been, for some years, in operation throughout a portion of the United Kingdom, and had been found to work very sati-factorily. In summing up, at the close of the discussion, Lord John Russell referred to the early difficulties which beset the "Incumbered Estates Act," the auguries of its complete failure by certain high legal authorities, and the importance of its history and present position, as affording a solution of the great transfer-of-land question.

At a time when public attention is thus called to the success or failure of the first attempt ever made on a large scale to have land easily transferred, it must be considered opportune that the close of the seventh year of their proceedings has enabled the officials of the Incumbered Estates Court to ascertain exactly, and to make known to the public, in their annual summary, what has been effected during their term of office. The "Seventh Annual Report" is a document distinguished by its brevity, and its want of details. The general results are given, and are striking enough; but it would have been better if a more minute statement had been presented, from which, for example, the annual value of the estates sold, the rates of purchase, and the quantity of land still remaining unsold could have been gathered. Perhaps, however, it is hardly fair to find fault with a document which undeniably contains much valuable information, on the ground that it does not contain more. We, therefore, proceed to examine this statistical statement item by item, merely appending such remarks as may tend to elucidate some of the passages in it.

It seems that the Incumbered Estates Court commenced operations on the 25th of October, 1849; and that from that day to the 31st of August, 1857, 4,164 petitions have been placed on the files of the court, out of which number 800 have been dismissed or withdrawn, or have been supplemental petitions. In many early cases, after a conditional order (or rule *nisi*, as it may be termed) has been obtained by the petitioner, cause has been shown against such order being made absolute, and the case has prematurely come to an end. This is now of unfrequent occurrence, as hostile proceedings are much more rare than at first—in fact, more than one-half of the petitions now filed proceed from the owners themselves. The number of *absolute* orders made for the sale of estates is 3,341; and did the report go on to say how many of these estates now remain unsold, one could better estimate the quantity of work still remaining to be done by the Commission.

The sales commenced in April, 1850, about six months after the opening of the court. The average number of lots into which the estates are divided does not appear: but it is stated that 7,270 lots have been sold in court by public auction; 1,621 lots by private contract; and 1,436 lots at various provincial towns—making a total of 10,327 lots sold. The number of deeds of conveyance executed by the Commissioners to purchasers is not co-extensive with the number of lots sold, as a purchaser will often, it seems, include two or more lots in one deed of conveyance. A vast number of engrossments, stampings, and signatures must be represented by the 7,283 conveyances which have been duly executed to purchasers. The average number would be 1,100 per annum, or, excluding vacations, &c., about 40 every week. Every such deed of conveyance has annexed to it a schedule of leases and tenancies, and a certificate of payment of purchase money, and each of the three is signed by two Commissioners, and stamped with the seal of the Court. A memorial of each deed is also so executed for registration in the General Registry Office, and all such deeds and memorials bear the customary stamp duty.

The sale of all these estates has, it appears, produced an aggregate sum of 20,475,956*l.* 8*s.* 4*d.*, of which large amount only £2,836,295 has been paid in by English, Scotch, or any other than Irish purchasers. Of course, it is not to be understood that the entire of these amounts have been withdrawn from other investments, to be laid out in land. It is well known that sums paid out to mortgagees have, in numerous instances, been re-invested forthwith in the purchase of estates. In many cases creditors have purchased the whole or part of the estate which constituted their security; and in such cases, when the validity of the claim has been fully established, credit has been given for the amount, as against the purchase money. In this way, demands to the amount of £2,822,589 have been satisfied to various creditors, who have also become purchasers.

It now remains to trace the application of these purchase moneys, which (except where they are set off against demands as just described) are paid in in cash to the Commissioners' account in the Bank of Ireland. There being no fees on proceedings or other deductions of any kind, the whole amount paid in is applicable to meet the demands of creditors. As soon as the schedule of creditors has been prepared and finally adjudicated on, the costs of the proceedings are first paid, and then all other claimants in their priority, and the surplus fund is paid out to the owner. The sum of £18,734,227 has been thus distributed. There now remains in court, standing to the credit of the various matters, which are not yet wound up, the sum of £366,988 in cash; also £964,236 in New Three per Cent. Stock, and £115,345 in Consols. All these amounts, when added together, will be found to fall short of the entire produce of the sales by £295,157, which deficiency is thus accounted for:—Credits have been given provisionally against purchase money to creditors who have become purchasers, but whose demands are not yet finally established, or are in course of adjustment; and in many cases of recent sales the whole of the purchase money has not yet been lodged in court.

EDINBURGH.—(*From our own Correspondent.*)

In your leading article on the "Birmingham Law Reformers," in the Journal of Oct. 24, after some observations on the defective nature of the provisions for the conduct of litigation *in formâ pauperis* in your end of the island, you proceed to remark, that "the Scotch system, which involves a preliminary inquiry before leave to sue *in formâ pauperis* is given, is said to work extremely well; and we might probably borrow some useful hints on this, as in other particulars, from beyond the Tweed." That our system does work very well here is undoubted; it may, however, very well be, that, if transplanted to England in its integrity, it might not flourish equally well there, seeing that the judicial institutions are very different, and on so much larger a scale. But, whether this be so or not, I think there can be little doubt, that, as you remark, in the event of any reform taking place in England, some useful hints might be gathered from the Scotch system—and I therefore propose to give you a short sketch of that system.

The foundation of the system rests as far back in history as the reign of King James I. In the year 1424, a statute was passed enacting, in words which are perhaps worth quoting for their quaintness, that, "gif thar be ony pure creature that for defalt of cunnyng or dispense can not or may not folow his cause, the king, for the lufe of God, sall ordane that the judge before quham the cause suld be determynt, purvey and get a lele and a wyse advocate, to folow sic pure creature's cause. And gif sic cause be obtenyt, the wrangar shall assyth the party scathit, and the advocate's cortis and travale." However well such a general enactment might work in primitive times, it soon, of course, became necessary that the right of admission to the "Poors Roll," as it is called, should be made matter of regulation; and accordingly, from that time to this, various Acts of sederunt have been passed by the Court, in which are to be found the rules and regulations of the system.

The staff, by which the system is carried into operation, consists, in the first place, of six advocates, who are appointed by the Faculty to be advocates for the poor. These are selected from among the junior members of the body; and as these gentlemen, during the earlier years of their professional life, have usually plenty of spare time on their hands, it is understood that these appointments are much sought after, as they afford the holders of them an excellent opportunity of seeing business and learning their profession. They hold the appointment, generally, for three or four years, but they are bound to see to an end all cases which may have been remitted to them during their tenure of office.

The Societies of Writers to the Signet and of Solicitors, each, in the same way, nominate annually four of their number to act as agents for the poor. These appointments are not, however, by any means sought after; on the contrary, they are considered a great burden; and in order that this burden may be as fairly distributed as possible, it is understood that the new

members passing in each year cast lots among themselves, in order to ascertain who are to be the victims. One-half of these agents attend to the criminal business, and the rest to the civil.

By these gentlemen the cases of the poor are conducted; but, besides these, two advocates, one writer to the signet, and one solicitor, are annually appointed to act as reporters on the *probabilis causa*. These gentlemen have to consider the cases of the applicants, and to report to the Court whether or not they have a *probabilis causa litigandi*. They are always gentlemen of considerable legal experience.

When a person wishes to be admitted to the benefits of the Poors Roll (and which are—that he is entitled to the gratuitous assistance of counsel and agent, and has to pay no court fees whatever), after having given notice to the adverse party of the time and place appointed, he appears before the minister and two elders of the parish in which he resides, these being the parties who are likely to know most about him, and emits a declaration as to his circumstances and situation. This is done according to a formula prepared for the purpose, and embraces such matters as enable the Court to judge whether his circumstances are such as to entitle him to be admitted to the Poors Roll; for example, his age—whether he is married or not—the number of his children—the property he is possessed of—his trade or occupation—and the amount of his earnings, &c. The minister and elders then add a certificate as to whether the whole or any part of the statement is consistent with their own knowledge; or whether it depends on the credit of the applicant; and whether he is a person of good character, and worthy of credit.

Having obtained this certificate, one of the agents for the poor, after certain intimations have been made, presents a petition to one or other of the divisions of the court, simply stating the names and designations of the parties, and craving a remit to the reporters on the *probabilis causa*. The Court at this stage will hear objections to the applicant's admission to the roll, on the ground that his circumstances are not such as to entitle him to that benefit; but the usual course is to remit *de plano* to the reporters on the *probabilis causa*. The case then comes before these reporters, and the applicant has an opportunity of being heard before them, either in person, or by counsel or agent. The reporters thereafter report to the Court whether, in their opinion, the applicant has a *probabilis causa litigandi*, and is otherwise entitled to the benefit of the Poors Roll. The Court will not review the judgment of the reporters on the matter of the *probabilis causa*. If the report be unfavourable to the applicant, there is, of course, an end of the matter; but if it be favourable, his case is then remitted to an advocate and an agent, whose duty it is to conduct it to the end. The cases are remitted to them in regular rotation—a list of the counsel and agents for the poor being lodged with the clerks of court for that purpose.

Of course, if a change in the circumstances of a person on the Poors Roll should take place during the progress of the cause, the adverse party may move to have him struck off.

As to criminal cases, it has from time immemorial been a rule of the law of Scotland that no prisoner should be tried for a crime without having the assistance of counsel to defend him. Accordingly, when there are prisoners who are unable to retain counsel and agents for their defence, intimation is regularly sent from the Crown office, which conducts the prosecution, to the counsel and agents for the poor, some days before the time fixed for their trial. It is then the duty of the agent to obtain copies of the indictment, and, along with one of the counsel, to attend to the case.

Should a case, whether civil or criminal, turn out to be a heavy or intricate one, the counsel for the poor has never the slightest difficulty in obtaining the gratuitous assistance of a senior counsel.

Such are the principal regulations of the Scotch system of suing *in formâ pauperis*; and it certainly seems to be a very great deal more rational than that of the proposed "Free Conference Hall."

EDUCATION OF SOLICITORS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I have read with considerable pleasure and profit the remarks and suggestions which recent numbers of your Journal have contained on this important question; but I shall be glad if you will permit me to draw your attention to one or two points of a practical nature, which have not been noticed by you as yet. I presume, the desirability of requiring from candidates for admission to the offices of attorney and solicitor indisputable evidence of their fitness to become administrators of the refined and complex laws of this country, and that education is one means of securing proper qualifications, are matters that may be now taken for granted; and that any points of difference remaining to be adjusted have no reference to general principles, but are mere matters of detail. So far, indeed, has the movement for a severer test advanced, that it was announced in the report of the Incorporated Law Society, which appeared in your columns a few weeks ago, that the Council had prepared a memorial to the judges, recommending an examination of candidates before or during articles, or before admission, as to their possession of a competent knowledge of Latin, French, history, &c. Although this announcement has not been discussed by you, it has created a great amount of discussion elsewhere, and of excitement and apprehension too, arising, in part, from a suspicion that it is intended to propose an *ex post facto* rule—a suspicion not justified, I think, by the terms of the report itself, inexplicit as it certainly is—nor by any English principle of legislation. Justifiable or not, a rumour to the above effect has obtained currency; and it is much to be desired that some announcement should appear as to the intention of the Council upon that point. If the rumour be ill-founded, every one would be set at ease; if well-founded, those who are interested in the matter would have, as they ought to have, the earliest opportunity of urging their objections. I will not at present take up your valuable space by any attempt to show the injustice of an *ex post facto* rule, not only because its injustice and its un-Englishness are equally apparent, but because I do not believe that one is intended. There is, however, cause for apprehension as to the effect of a merely prospective rule, if made inflexible—namely, that it will shut from all prospect of ever becoming attorneys and solicitors men who have, by the possession of good qualities, risen to positions of professional importance, and even local eminence, as managing clerks, without the possession of classical knowledge, and who have too long devoted themselves to the study and practice of the law to commence severe studies of an entirely different nature, even if they had time to do it. Is it expedient that the great inducement to the cultivation of every quality that is valuable in a clerk or solicitor should be removed from these men? Or is it necessary to the accomplishment of the object intended to be gained by any new regulations? I think not. I do not underrate the importance of a classical education. I think it is the best general guarantee that could be required of a youth that he is likely to possess qualities of mind and character fitted for the pursuit of an honourable profession; but the test, good as it is, is not perfect. That it will be liable to fail is shown by the number of educated rogues and learned villains (not always attorneys though) who are from time to time shown up to the wonder, no less than the scorn, of their fellow-men. Learning has in many instances enabled them to perpetrate their villanies, and yet avoid the operation of the criminal laws. On the other hand, it would be hard, as well as erroneous, to assume that no one who does not possess a "competent knowledge" of Latin, French, &c., is fitted for the offices of attorney and solicitor. How many solicitors and firms would cheerfully testify the truth of this! How many would admit that the successful conduct of matters of delicacy, difficulty, and magnitude is greatly promoted by the exertions of a shrewd and trusty managing clerk, who, although no classical scholar, often fills the place of his principal with credit to both, and whose integrity and industry are always to be relied on! There are few solicitors of extensive practice but would be willing witnesses to the worth of managing clerks. Instances are not unfrequent of their being taken as junior partners, with the view of securing their permanent services. Many of these men an inflexible rule requiring a classical examination would certainly shut out of the profession for the reason before given. I think it is unnecessary that this should be. I would say, in all cases let a preliminary examination precede articles of clerkship. For youths who are sent to the office before their characters are formed, let it be the classical examination, as the best guarantee that can be had that the character, when fully developed, is likely to be such as will not disgrace either the person or profession. Youths would then be specially educated for the law. For persons who have been long employed as law clerks, and have not been so favoured in their early days, an examination of a different kind would suffice. To these give liberty to apply to the judges to be excused the classical examination, on showing that they have been in the profession as clerks a certain length of time, say ten years, and furnishing satisfactory testimonials of their respectability. Let this inquiry be strict, and not degenerate into a mere matter of form, and in all cases retain the legal examination prior to admission to the roll.

Under such regulations no one could hope to get upon the roll who had not exhibited a talent for his profession. and given evidence that he had conducted himself with the greatest propriety, thus proving himself worthy to follow it; nor need any aspiring man be disheartened by the sickening thought, that, howsoever honest, industrious, and intelligent he may be, hard laws damp his ardour and check his laudable ambition, by closing against him the field in which such qualities might have brought credit and promotion to himself, and honour to his profession. Apologising for the length of these remarks, and inviting an expression of your sentiments—I am, yours respectfully,

Nov. 2, 1857. A MANAGING CLERK.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—As a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women, and lately a Deputy for granting Replevins, I would beg to call attention to the following "gross job" on the part of the Government, believing that no notice has been taken of the matter by the Incorporated Law Society or the Metropolitan and Provincial Law Association, nor am I aware that attention has been called to the subject in any of the legal periodicals.

By the Rules of Hilary Term, 1834, *each* Perpetual Commissioner for taking the Acknowledgment of a Deed by a Married Woman, under the Act of 3 & 4 Will. 4, c. 74, is entitled to a fee of 13*s.* 4*d.*

The registrars of the county courts were, on their first appointment, paid by fees; but under the provisions of the statute of 19 & 20 Vict. c. 108, they are remunerated for their services by fixed salaries, paid out of the Consolidated Fund, and, therefore, under the management of the Commissioners of the Treasury. By the 73rd section of this statute a judge of a county court is authorised to receive any acknowledgment to be made by a married woman, and in a schedule thereto is as follows:—"For taking the acknowledgment of a married woman, one pound." Thus the Government undersell the perpetual commissioners, as also the judges and the masters in Chancery, and offer an inducement to receive each acknowledgment at a less cost than the acknowledgment can be received before two perpetual commissioners. This is not as it ought to be, for the solicitor now feels it a duty which he owes to his client to apply to the county court judge to receive the acknowledgment in preference to the perpetual commissioners; and the registrars being now paid by salaries, the extra duty of attending to the receiving an acknowledgment by the county court judge is thrown upon them without any additional remuneration.

Again, I would call your attention to the provisions of the 19 & 20 Vict. c. 108, s. 63, whereby the powers of the under-sheriff and his deputies to take replevin bonds are abolished, and the registrars of the county courts are empowered to grant replevins, the Consolidated Fund again appropriating the benefit of the registrar's duties in being entitled to receive as fees poundage in replevins; and thus the emoluments derived by the under-sheriff and his deputies from granting replevins are for ever gone—the deputies no longer exist! and the duties are performed by other solicitors—namely, the registrars of the county courts—without fee or reward: and for what purpose? To enrich her Majesty's Treasury.

I should observe, that the fees now payable in replevins are the same in nature and amount as those previously taken by the replevin clerks.

I trust these instances of less than questionable benefit to the public and legislative interference with honourable appointments, held and awarded as due to solicitors of standing and position, will show the necessity of increased vigilance on the part of the law societies in looking to the provisions of all the Bills to be introduced in future sessions of Parliament, especially such as have reference to the county courts.

The annihilation of replevin clerks and the frittering away of the office of perpetual commissioner are objects foreign to the institution of county courts, the replevin clerks and perpetual commissioners having, for years past, their existence throughout the length and breadth of the land; and, therefore, the omission referred to in your last number, while passing in review the "Act to enable Married Women to dispose of Reversionary Interests in Personal Estates," is not so singular, the learned framer of that Act (Mr. Malins) being no doubt in ignorance of the enactment by the Act of 19 & 20 Vict. c. 108, s. 73.

The public have derived no benefit from these alterations; they were uncalled for—the necessity for the change did not exist; but if it did, on what intelligible principle is it to be accounted for that no compensation was awarded for the loss of these offices, having regard to the compensation awarded to the proctors last session?—I am, Sir, your obedient servant,

Pershore, Nov. 4, 1857. EDWIN BALL.

REGISTRATION OF TITLE TO LAND.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Admiring, as I do, the great ability with which your paper is conducted, it was with great regret that I read the first article in Saturday's number, on registration. I am not singular in that feeling. I am sure it is shared in by *all* the subscribers in this town. The whole tenour of the article would appear to justify the remark of the *Law Times*, that the object of your paper is to exterminate the country attorneys. You must be well aware that registration would nearly ruin the greater portion of them.

It occurs to me that the SOLICITORS' JOURNAL should not make weapons to be used against its supporters. If it is the organ of any particular class, it should manfully avow itself as such, and look to that class alone for support.

It cannot for a moment be imagined that the "lawyers" who "read papers" at Birmingham have any considerable conveyancing business, else they would not be guilty of such suicidal conduct.

Pray excuse the freedom with which I write; as I think that you should know the opinion of your country subscribers on this subject.—Your obedient servant, ROBERT WHEELER.

2, Regent-st., Cheltenham, Nov. 2.

REGISTRATION OF TITLE TO LAND.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I have just read the leading article in your paper of the 31st ult., and I have rarely read one with which I was so thoroughly dissatisfied. I do not, however, propose to make any comments upon it, but simply to point out a fact with which you are either unacquainted, or have not thought fit to notice. Under the present system small purchases are in many parts of the country extremely common, and every facility is offered to them. The costs of conveyancing is seldom more than about £5 per cent. on the purchase money; as an instance, I will mention three cases in my office during the last week of small purchases of land. The purchase money ranged from £60 to £120, the total costs of the purchaser from 4*l.* 10*s.* to £6.

Whatever the advantages of the boasted plan of registration are to be, facilities to small purchases cannot be among the number. In small transactions the costs will be most oppressive.

A short time since I was requested to complete two small mortgages, both under £50; one of my clients, to his great regret, as he expressed to me, had his property lie in a register county. The cost to him was more than double the costs to the more fortunate owner in a non-registering county, my profit charge being the same in both cases.—Yours, obediently,

Nov. 2, 1857. A SOLICITOR.

Review.

The Parish Officer. By J. F. ARCHBOLD, Esq., Barrister-at-Law. Third edition. London: Shaw & Sons. 1858.

That Mr. Archbold's "Parish Officer" is a useful work may be gathered from the fact that it has already reached a third edition. It is characterised by those merits which are found in all the works which Mr. Archbold has published. The information they contain is exceedingly accessible. We know at once where to turn in the volume for assistance in the matter on which we are engaged. The contents are so arranged as to catch the eye, and, generally speaking, the legal instruction given is accurate so far as it goes. This is not very far; but it is not to be expected that a man who has written a portable little volume on almost every head of law should have entered on his subjects very profoundly. To do so would not come within Mr. Archbold's aim. What he wishes to provide is, the kind of work which persons engaged in practice may be glad to have at their fingers' ends whenever they require it, or which may guide those who, without a legal education, have to occupy, as public officers or otherwise, a legal position. A parish officer, with this volume in his hands, would gain a very good notion of his duties and powers; and as this is, we presume, the primary object of the work, Mr. Archbold has not written in vain.

The only great alteration made in this new edition is the insertion of a Chapter on Advowsons and Tithes, introduced for

the benefit of clergymen, it having been intimated to Mr. Archbold by some of the clerical body that a slight sketch of the law on this head would be found useful. The minor changes in the book are not very important, and the work is left more nearly in the state in which it first appeared than we might have expected, as five years have elapsed since it was originally published. Directly we come to speak of these changes, we are carried into such *minutiæ* that it is impossible to give any notion of what Mr. Archbold has done, unless we confine ourselves to one particular heading. We will take the heading "Overseers of the Poor" as an important one, and one well exemplifying the general character of the work. Under this head, we shall find the following changes:—1. The arrangement of the book has been altered in two instances, subjects originally treated under this head being placed under other heads. 2. In four instances, forms of orders, summons, &c., have been omitted. 3. In four instances, matter has been added which ought to have appeared in the first edition, as it consists of clauses in Acts of Parliament, or Orders of the Poor-Law Commissioners, of an older date. 4. In two instances, matter is added from Acts of Parliament subsequently passed.

The section on Overseers occupies nearly eighty pages of the book, and may, therefore, be fairly taken as a specimen of the whole. Now, that, in five years, Mr. Archbold should have found nothing new to add, except a reference to two Acts of Parliament, throws some light on the character of the work. It is a very laborious and irksome task to compile such books; and when they are compiled, they are useful to a great many people. But when we judge them by a professional standard, and ask whether they really embody the law on the subject, we must not overpraise them. Any one who knows what it is to note up cases, and record the daily growth of the law, will appreciate the point of excellence aimed at by an author who, during the last five years, has found no case, and only two Acts of Parliament, bearing on so wide a subject as the office and duties of overseers. We will give one or two instances of the kind of matter which Mr. Archbold omits.

We find inserted in this new edition a notice of the order of the Poor-Law Commissioners with regard to the binding of poor apprentices—an order which, bearing date 1845, ought to have been noticed in the first edition. And we are told that the regulations to be observed upon the apprenticeship of pauper children by overseers are mainly the same as those applying to apprenticeship by guardians. But no notice is taken of the important case of *Reg.* v. *St. Mary Magdalen, Bermondsey*, in which it was held that the rules laid down in the order, excepting that as to the signature by the apprentice, were directory only, and non-compliance with them did not make the indenture void (2 Ell. & Bl. 809). Nor, again, is any notice taken of the cases of *Reg.* v. *Inhabitants of St. George, Bloomsbury* (4 Ell. & Bl. 520), and *Overseers of Staverton* v. *Overseers of Ashburton* (4 Ell. & Bl. 526), by which it was decided that the act of justices in ordering the binding of a pauper child apprentice is judicial, and it must, therefore, appear on the face of the order that the justices made it within their jurisdiction. This is exactly the sort of decision which we should have thought Mr. Archbold would have felt bound to notice, because it gives a practical hint to non-professional persons; and it is to supply instruction to such persons that the book is, in a great measure, written.

Then, again, in treating of the duties of overseers with respect to the registration of parliamentary voters for boroughs, Mr. Archbold extracts a clause from the Act (6 Vict. c. 18) by which the overseers are directed to sign the burgess list; but omits to notice the case of *Clark* v. *Gant* (8 Exch. 252), in which it was held that all the overseers must sign this list; and also omits any reference to an Act subsequently passed (16 & 17 Vict. c. 79), which enacts that the major part of the overseers may do any act required of the overseers by the 6 Vict. c. 18. The clause by which this is provided also contains a direction as to notice given to overseers much too important to be omitted. With reference to the same point, Mr. Archbold might also have noticed the case of *Reg.* v. *Governors of Poor of Hull* (2 Ell. & Bl. 182), in which it was held that the town-clerk is not entitled to charge the overseers for the duties he performs in the registration of voters. Notice might also have been taken of *Morgan* v. *Parry* (17 C. B. 334), where it was held, that, although the list is not properly signed, it is not invalid. Or, to take another point to which attention may be drawn by its happening to bear on the last paragraph of Mr. Archbold's section on Overseers, we find inserted in the new edition a clause from an Act (7 & 8 Vict. c. 101, s. 62) by which it is provided, that, if a collector of poor-rates is appointed by the Poor-Law Commissioners, the power of the parish to appoint a collector shall cease. This clause is added without any introduction or comment at the foot of a Chapter on Assistant-Overseers, and it hardly appears what it has to do with the subject. The fact is, that Mr. Archbold omits to notice the preceding section of the Act, which provides that collectors so appointed may be appointed to perform the duties of an assistant-overseer. The words of the Act are extremely obscure, and they ought not to be quoted without a reference (entirely omitted by Mr. Archbold) to the case of *Reg.* v. *Greene* (17 Q. B. 793), in which they received a judicial interpretation.

We might go on and point out many similar omissions. When, therefore, Mr. Archbold says in his Preface, "I think, that, throughout the whole of the present edition, the reader will find that I have taken infinite pains to render it complete and correct," we must either suppose that Mr. Archbold's notion of infinite pains is not quite so high as the words would naturally imply, or that he only aims at satisfying the practical requirements of a lay student. Probably, this is the true account of the matter. The contents of the book have such a degree of substantial correctness and fulness as to give help to a person who only wants a general notion of his duties, and is not called on to go into the niceties of technical points. There is, however, a show of something more about the book, for Mr. Archbold quotes a great many cases. But then they are old cases; and so far from having taken "infinite pains" to bring his work down to the present time, and make it tally with the present state of the law, we have seen that the many modern cases bearing on the head of Overseers have been omitted. The lawyer, therefore, cannot place more than a limited confidence in this work as a book of reference.

Court Papers.

Queen's Bench.

NEW CASES.—MICHAELMAS TERM, 1857.

SPECIAL PAPER.

Dem.	Wallis *v.* Gill and Another (struck out by consent).
Sp. Case.	Miller and Others *v.* Woodfall.
Dem.	Stedman *v.* Cubitt and Others, Executors, &c.

NEW TRIAL PAPER.

York.	Houldsworth and Others *v.* Morley (stands over for arrangement).

Common Pleas.

NEW CASES.—MICHAELMAS TERM, 1857.

DEMURRER PAPER.

Friday, Nov. 13.

Dem.	Kempton and Another *v.* Theobald and Another (in replevin).
"	Kirby *v.* Bennett (settled).
Case by Order.	Agar *v.* The Official Manager of the Athenæum Life Assurance Company.
Co. Cot. Ap.	Drury, Appellant, *v.* Baldry, Respondent.

NEW TRIALS.

MOVED MICHAELMAS TERM, 1857.

Chester.	Highfield and Others *v.* Massey and Others (stands over until Special Case in Egerton and Ux. *v.* Massey and Others is disposed of).
London.	Giesler and Others *v.* King.
Liverpool.	Assop *v.* Yates.
Durham.	Kendall *v.* Allison.
London.	The General Steam Navigation Company *v.* Rolt.
Essex.	Fitzgerald *v.* Martin.
Middlesex.	Perry *v.* Davis and Others.
Bristol.	Hybart *v.* Evens (to stand over till Dem. is disposed of).
London.	Moor *v.* Roberts and Another.
"	Risbourg *v.* Bruckner and Another.
Surrey.	Patent Bottle Envelope Company *v.* Seymer and Another.
London.	London and Eastern Banking Corporation *v.* Cubitt.
Surrey.	Haynes *v.* Mechi and Another.
London.	Moses *v.* Taylor.
Surrey.	Sydney and Another *v.* Nicol.
"	Jackson *v.* Anderson (suspended).

Exchequer of Pleas.

NEW CASE.—MICHAELMAS TERM, 1857.

SPECIAL PAPER.

Dem.	Entwistle *v.* Ellis.

Exchequer Chamber.

SITTINGS IN ERROR.

The Court will take Errors from the Queen's Bench on Tuesday and Wednesday the 10th and 11th November.

Errors from the Common Pleas will be taken on Saturday the 28th November; and

Errors from the Exchequer of Pleas, on Thursday and Friday the 26th and 27th November.

The Court will sit on Monday the 30th November, if necessary, to hear Errors from the Queen's Bench and Common Pleas.

Central Criminal Court Sittings.

The following days have been appointed for holding the Sessions for the ensuing year.

1857.

Monday	November 23	Monday	December 14

1858.

Monday	January 4	Monday	June 14
,,	February 1	,,	July 5
,,	February 22	,,	August 16
,,	April 5	,,	September 20
,,	May 10	,,	October 25

Births, Marriages, and Deaths.

BIRTHS.

OLDERSHAW—On Nov. 2, at 74 Warwick-square, Belgrave-road, the wife of Robert Higgott Oldershaw, Esq., of a son.

WAGHORN—On Nov. 2, at 20 Sutherland-square, Walworth, Mrs. Charles James Waghorn, of a son.

WALTERS—On Nov. 4, at 7 St. George's-terrace, Regent's-park, the wife of Laundy Walters, Esq., of a daughter.

MARRIAGES.

LUCKIE—RING—On Oct. 31, at the Holy Trinity Church, Upper Tooting, by the Rev. E. D. Cree, M.A., Charles Edward, eldest surviving son of Edward Luckie, Esq., of Balham-hill, Surrey, to Catherine Amelia, second daughter of the late Charles Ring, Esq., of Upper Tooting, Surrey.

PARROTT—HAYWARD—On Nov. 22, at Sutton-at-Hone, Kent, by the Rev. J. H. Hotham, Thomas Parrott, Esq., Solicitor, Aylesbury, to Frances Mary, only daughter of John Hayward, Esq., of Sutton Parsonage, and Dartford.

SLACK—BLAMPIED—On Oct. 29, at St. Saviour's, Jersey, by the Very Rev. the Dean, Thomas Trevitt Slack, Esq., late of Yiewsley-lodge, near Uxbridge, Middlesex, to Mary Elizabeth, youngest daughter of the late John Blampied, Esq., Solicitor, in Jersey.

DEATHS.

ANDERSON—At Cawnpore, between the 4th and 27th of June, Alice Morgan, wife of J. G. Anderson, Esq., C.E., formerly Lieut. in H.M. 37th Regt., and the only daughter of William Abbot, Esq., Doctors'-commons, London.

COOKE—On Nov. 1, at his residence, Swinton-street, Gray's-inn-road, Mr. Charles Cooke, of 12 Gray's-inn-square, Solicitor, aged 63.

DUNLOP—On Oct. 30, at Lennox-lodge, Hammersmith, aged 48, Andrew Dunlop, Esq., Writer to the Signet and Parliamentary Solicitor, late of Edinburgh, son of the late Thomas Dunlop, Esq., of Barnhill, near Glasgow.

EATON—On Nov. 3, Henry Eaton, Esq., of 3 New-inn, London, aged 59.

MORRIS—On Nov. 3, at her residence, 13 James-street, Buckingham-gate, London, Katherine Roberts, wife of Mowbray Morris, Esq., Barrister of the Inner Temple, and second daughter of Samuel Jackson Dallas, Esq., of Jamaica, in the 33rd year of his age.

PHILPOT—On Oct. 29, Mr. Thomas Philpot, of 6 Vittoria-place, Mile-end-road, and 49 Gracechurch-street, Solicitor, aged 36.

POTTER—On Nov. 1, Annie, the second daughter of Geo. W. K. Potter, Esq., Secondary of London.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

AINSLIE, GEORGE, Esq., Mansfield-pl., Kentish-town, £50 Consols.—Claimed by JOHN AINSLIE and JOHN HENRY RUDALL, acting executors.

COOPER, GEORGE, Carver and Gilder, Piccadilly, £500 Consols.—Claimed by GEORGE CHARLES COOPER, sole executor of MARIA COOPER, Widow, who was the sole executrix.

DEALTRY, Rev. ROBERT BAYLIS SKINNER, LL.D., Wicklow, Ireland, £16 : 13 : 4 Consols.—Claimed by Rev. GEORGE ARTHUR ARDEN DEALTRY, Clerk, administrator.

GREENWAY, WILLIAM, Cattle-dealer, Farnhurst, Sussex, £109 : 8 : 9 Reduced.—Claimed by WILLIAM GREENWAY.

LEA, Rev. THOMAS, Clerk, Tadmarton, Oxon, and CHARLES EDWARD MOORE, Esq., Shelsley Beauchamp, Worcester, £803 : 5 Consols.—Claimed by Rev. THOMAS LEE, survivor.

NIXON, Rev. FRANCIS RUSSELL, Sevenoaks, Kent, Rev. THOMAS STREATFIELD, Westerham, Kent, and WILLIAM CHAMPION STREATFIELD, Esq., Westerham, Kent, £165 : 3 : 4 Consols.—Claimed by Rev. FRANCIS RUSSELL NIXON (now Bishop of Tasmania), the survivor.

PEMBROKE COLLEGE, OXFORD, MASTER and FELLOWS of, £220 New 2*l.* 10*s.* per Cents.—Claimed by the said MASTER and FELLOWS.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

EDWARDS, SARAH (sister of William Jones, Esq., deceased, late Warden of Clun Hospital, Clun, Salop).—Her children to send in their claims under the will of their uncle, W. Jones, within six months from Nov. 3, to the trustees, J. Newill, jun., Lydbury, North Salop, and E. Jones, Ludlow, Salop.

ELLIS, MILDRED (deceased), Widow.—Her next of kin to apply to Henry Thompson, Stockbroker, Stock-exchange, E.C., or St. John's-wood-park, N.W.

EVANS, MARY (who died in Nov. 1854, and at the time of her death resided in the service of Joseph Guest, Esq., of Dudley), Spinster, Dudley, Worcestershire.—Next of kin to come in and prove their claims on or before Dec. 2, at V. C. Stuart's Chambers.

GOUGH, WILLIAM (who died in May, 1857), Gold Mounter, Aldersgate-st.-bldgs.—Next of kin to come in and prove their claims on or or before Dec. 7, at Master of the Rolls' Chambers.

PORSONS, THEODORE (who died abroad in 1856).—His next of kin to apply to the Solicitor of the Treasury, Whitehall.

To the NEXT of KIN or the PERSONAL REPRESENTATIVES of the undermentioned PERSONS.—The STATFORD-UPON-AVON CANAL COMPANY are prepared to pay the Purchase-money of £30 per share, together with the Arrears of Dividends on each Share in the said canal navigation, standing in the books of the said Company in the names of

BIKER, Rev. THOMAS, Culworth, near Banbury, Oxfordshire. Three shares.

BURMAN, THOMAS JAMES PHILIP, Surgeon, Henley-in-Arden, Warwickshire. One share.

BRETTELL, SARAH, Spinster, Stourbridge, Worcestershire. Five shares.

CALLEY, Rev. JAMES, Wootton-Wawen, Warwickshire. Two shares.

CLARK, THOMAS, Gent., Upper Belgrave-pl., Pimlico, London. Two shares.

COLQUHOUN, WILLIAM, Esq., St. Andrew's-sq., Edinburgh. Two shares.

HUTTON, WILLIAM, Paper Merchant, Birmingham. Two shares.

NICHOLLS, SIMON, Farmer, Edge-hill, near Banbury, Oxon. One share.

PALMER, JOHN, Gent., Maxstoke Castle, near Coleshill, Warwickshire. Three shares.

PRIEST, WILLIAM, Gent., Fillongley, near Coventry. One share.

SOELLNER, JOHN ANDREW, Accountant, Birmingham. One share.

Unless a claim to such moneys is made and substantiated to the satisfaction of W. O. & H. O. Hunt, Sols. to the said Canal Company, within three calendar months, the amount unclaimed will be paid into the Court of Chancery.

Money Market.

CITY, FRIDAY EVENING.

Yesterday the Bank of England advanced their rate of discount from eight to nine per cent. It has stood at eight per cent. since Monday the 19th ult. The rate of discount at Hamburg had receded, but it has again advanced to nine per cent., and there is a report of a corresponding advance having been made by the Bank of France. Consols close to-day at 88¾ to 88½ per cent., showing a decline of about 1¼ per cent. since this day week. The demand for gold for exportation has been heavy. Failures large in amount have occurred under the pressure caused by the long protracted delay in remittances from the United States.

The Bank return, published in Friday's *Gazette*, is now made up to the Wednesday previous. The change has been introduced this week, and therefore the accounts which we give below extend over ten days ending 4th November, 1857. The amount of notes in circulation is £20,266,745, being an increase of £500,480. The stock of bullion in both departments is £8,497,780, showing a decrease of £872,014. The reserve of notes in the banking department has fallen from £3,485,840 to £2,155,315, having sustained in ten days a diminution of £1,330,525.

The large amount of decrease in the stock of bullion and in the reserve of notes is, of course, the cause of the unprecedented rate of discount fixed by the Bank.

This measure, and the appearance of affairs in general, has caused great anxiety, and some degree of apprehension that the stability of our circulating medium may be supposed to require a similar attempt at support on the part of the Government to that which was conceded in the year 1847, when the Bank of England was authorised to extend accomodation in the way of discounting bills beyond the limit of its reserve of notes.

The returns of the Board of Trade for the month of September show that the decrease in the importation of wheat and flour, which appeared in the return of the previous month, continues in action. The quantity of wheat imported in September, 1857, amounts to 284,625 quarters against 459,116 quarters in September, 1856. In flour and meal the quantity is 67,689 cwt. in 1857 against 390,221 cwt. in 1856, notwithstanding which our corn markets have declined considerably. The prohibition of export is still maintained by the Government of France. Our markets for grain and other supplies experience depression from the state of financial affairs.

The loans taken by the East India Company, one from the Bank of England, and the other from certain joint-stock banks, the total amount of which is two millions, are expected to prevent the usual course of drawing bills by the Company upon the Government in India for supplies sent out, and it is hoped will enable both parties to stand well until the close of the present year. The terms are in proportion to the state of the money market, and if, as is believed, the loans are for two

years, they will become a heavy charge upon the resources of the East India Company.

It appears that the extensive crash among the banks of the United States, particularly that of the banks of New York and Boston, noticed in our last number, has not proved to be exactly the turning point of American difficulties. Recent intelligence informs us of a further considerable decline in all sorts of securities. Great distrust continues and mercantile failures go on. The action of the banks is believed to have been chiefly the cause of the present ruin, by having afforded unlimited accommodation to speculators in stocks and shares, and in the end finding themselves unequal to sustain the powerful reaction and immense depreciation which overwhelmed their customers. Yet the constitution of these banks has received material improvement compared with that which existed prior to 1838. The convulsions which attended upon the system of banking in the United States in previous years were astonishing. It has been stated by Lord Overstone that between 1811 and 1820 about 195 banks in different parts of the Union became bankrupt, and that, bad as this instance was, it was nothing to that which took place subsequently to 1834. The most remarkable features are, first, the astonishing increase of issues of notes from about seventy millions of dollars in 1830 to about one hundred and fifty millions in 1837, then the universal crash in which every bank throughout the Union is believed to have stopped payment, and then the reaction in which the issues sank to about eighty-four millions in 1842, and to less than sixty millions in 1843. It is supposed that in this latter crash nearly 180 banks, including the bank of the United States, were totally destroyed. Previous to the year 1838 the system of banking was quite free. All individuals or associations might issue notes. Under this system the changes in the amount and value of the paper currency of the United States have been greater than in any other country, and it has produced an unprecedented amount of bankruptcy and ruin. Subsequently to the year 1838 the practice for the banks to deposit securities in proportion to their issues has come into use, and seems to have proved during several years a better protection against pecuniary convulsions. But we now see it also totally destroyed, being unable to withstand the pressure occasioned by an enormous amount of over-speculation in stocks and shares to which their system of banking had previously afforded facilities. There may be or there may not be ultimate security. It is clear there is not immediate security. This security is found in gold and silver, and in these only. And on the whole it appears sufficiently established that there is only one way in which notes can be issued so that it will be absolutely certain that they will be paid on their being presented, and that is by not permitting them to be issued except for an equivalent amount of coin or bullion.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	209 10	shut	210 9	211 10	211 9	...
3 per Cent. Red. Ann.	89¼	,,	89¼ 9	88⅞ ¼	87⅞ ¼	87¼
3 per Cent. Cons. Ann.	90¼ ⅜	,,	90¼ 89⅜	89⅜ ½ 9	88⅞ ⅜	88⅜ ⅜
New 3 per Cent. Ann.	89⅞ ¼	,,	89¼ 8⅞	88⅜ ⅝ ¼	88¼ 7⅜	87⅜
New 3½ per Cent. Ann.	...	,,	...	...	73	...
5 per Cent. Annuities	...	,,	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	,,	2 1-16	1 15-16	1 15-16	1 15-16
Do. 30 years (exp. Oct. 10, 1859	...	,,	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	,,	2 5-16	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	17⅛	,,	17⅜	...	17⅜	...
India Stock	210	,,	...	...	212	...
India Bonds (£1,000)	...	,,	42s. dis.	40s. dis.	...	40s. dis,
Do. (under £1,000)	...	,,	...	34s. dis.	36s. dis.	...
Exch. Bills (£1,000) Mar.	15s. dis.	,,	10s. dis.	10s. dis.	15s. dis.	...
June	...	,,	...	...	...	...
Exch. Bills (£500) Mar.	10s. dis.	,,	...	...	...	...
June	...	,,	...	...	...	...
Exch. Bills (Small) Mar.	13s. dis.	,,	9s. dis	15s. dis.	9s. dis.	...
June	...	,,	...	...	...	...
Exch. Bills Advertised	...	,,	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	,,	...	98⅛	98½	98⅛
Exch. Bonds, 1859, 3½ per Cent.	...	,,	97⅜ ⅞ ½	98	97⅜	97

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	4½
Law Life	63
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2⅝
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	...	shut	84	...	...	83½
Caledonian	79 8½	,,	78⅝ ½ 8	77⅜ 6½	76¼ 7⅜	75⅛ ¼
Chester and Holyhead ...	...	,,	30⅛	...	...	...
East Anglian	...	,,	18½	...	18⅛ 17⅞	...
Eastern Union A stock .	...	,,	...	...	...	...
East Lancashire	...	,,	...	90½	...	89
Edinburgh and Glasgow	...	,,	...	...	...	...
Edin., Perth, & Dundee .	27	,,	27½ 6⅜	...	26⅜	26½ 5⅝
Glasgow & South Western	...	,,	...	...	...	...
Great Northern	...	,,	94½ 5 4	...	93	93½
Gt. South & West. (Ire.).	...	,,	98⅜	...	...	...
Great Western	50⅜ 1½	,,	...	50 49⅜	49½ 8½	48½ 7⅝
Lancashire & Yorkshire .	93¼ ⅜ ½	,,	93⅛ 2⅜	91⅞	91	90⅜ ¼
Lon., Brighton, & S. Coast	103½	,,	103½ 2½	103½ 2½	101½ 1	100⅛
London & North Western	96⅜ ⅜ ½	,,	95⅛ ⅜	95½ 4⅜	91⅜ 3⅜	94¼
London and S. Western .	89¼ 9	,,	88⅜ 9	88¼	88 7	87¼
Man., Shef., and Lincoln	39	,,	39	37⅛ 8	37⅜ ⅜	36⅜ ½
Midland	83½ ⅜ ½	,,	83 1⅞ 2	81⅛ ⅞ ⅝	81½ 80⅜	80⅜ 1
Norfolk	59	,,	59	59	58	...
North British	47½ 8½	,,	48½ 8	47⅜	47⅜ ½	46½
North Eastern (Berwick)	91⅛ 2	,,	91¼ ½ ⅜	91⅛ ⅜	91	90⅜ 90
North London	...	,,	...	...	94	...
Oxford, Worc. & Wolv. .	...	,,	...	...	30	29½ 29
Scottish Central	...	,,	103	103	...	...
Scot. N.E. Aberdeen Stock	...	,,	...	..	...	...
Shropshire Union	...	,,	...	...	...	...
South-Eastern	63⅜	,,	63½ ¼ ⅞	63	62⅜	62⅜
South-Wales	...	,,	80	...	...	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 31ST DAY OF OCTOBER, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued . .	22,630,245	Government Debt .	11,015,100
		Other Securities .	3,459,900
		Gold Coin and Bullion .	8,155,245
		Silver Bullion .	...
	£22,630,245		£22,630,245

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . .	14,553,000	Government Securities (incl. Dead Weight Annuity) .	10,254,541
Rest	3,270,241	Other Securities . .	22,19.,320
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	5,160,918	Notes	2,258,275
		Gold and Silver Coin .	576,308
Other Deposits . .	11,489,979		
Seven day & other Bills	812,306		
	£35,286,444		£35,286,444

Dated the 5th day of Nov., 1857. M. MARSHALL, Chief Cashier.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON WEDNESDAY, THE 4TH DAY OF NOVEMBER, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued . . .	22,422,060	Government Debt .	11,015,100
		Other Securities . .	3,459,900
		Gold Coin and Bullion .	7,947,060
		Silver Bullion . .	...
	£22,422,060		£22,422,060

BANKING DEPARTMENT.

	£		£
Proprietors' Capital .	14,553,000	Government Securities (inc Dead Weight Annuity) . .	10,120,104
Rest	3,305,579	Other Securities . .	22,628,251
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts . . .	4,871,944	Notes	2,155,315
		Gold and Silver Coin .	550,720
Other Deposits . .	11,910,670		
Seven Day and other Bills	813,197		
	£35,454,390		£35,454,390

Dated the 5th day of Nov., 1857. M. MARSHALL, Chief Cashier.

London Gazettes.

Bankrupts.

TUESDAY, *Nov.* 3, 1857.

AKERS, MARY ANN, Baker, Brizemorton, Oxon. *Pet.* Oct. 31. Nov. 13, at 1, and Dec. 12, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sol.* Ravenor, 5 Raymond-bldgs., Gray's-inn.

AUSTIN, RICHARD, Furniture-dealer and Auctioneer, Coventry. *Pet.* Oct. 31. Nov. 16 and Dec. 9, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Browett, Coventry; or James & Knight, Birmingham.

BAKER, FREDERICK NOAKE, Coal and Slate Merchant, Southampton. *Pet.* Nov. 2. Nov. 20, at 2, and Dec. 18, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Westall, 3 South-sq., Gray's-inn.

BENNETT, WILLIAM, Grocer, 14 Gt. Newport-st., Newport-mkt. *Pet.* Oct. 31. Nov. 13 and Dec. 17, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Lovell, 4 Gt. Ryder-st., St. James's, Westminster.

COCKBURN, HENRY, Watchmaker, King-st., Richmond. *Pet.* Nov. 2. Nov. 16, at 11, and Dec. 14, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Goddard, 28 King-st, Cheapside.

COPE, WILLIAM NATHAN SYKES, Wholesale Tobacconist, 49 Wellington-st., Goswell-st., Middlesex, and Pelham-st., Nottingham. *Pet.* Oct. 13. Dec. 1, at 10.30, in lieu of Nov. 26, as originally appointed (*Gazette*, Oct. 16, *ante*, p. 899) in the Court of Bankruptcy, London, where, on Oct. 22, a trade assignee was chosen, and whence this petition was transferred on Oct. 26. *Com.* Balguy. *Off. Ass.* Harris (in place of Bell). *Sol.* Maples, Nottingham.

COX, FREDERICK WILLIAM, Grocer and Baker, Southampton. *Pet.* Nov. 2. Nov. 12 and Dec. 12, at 11.30; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Trinder & Eyre, 1 John-st., Bedford-row; or Sharp, Harrison, & Sharp, Southampton.

CUMMING, WILLIAM, Brewer and Spirit Merchant, Plymouth, Devon. *Pet.* Oct. 26. Nov. 12 and Dec. 3, at 10; Athenæum, Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Kelly, Plymouth; or Stogdon, Exeter.

CURTIS, JOB, & HENRY HUNT SAYER, General Provision Merchants, Cardiff, Glamorganshire. *Pet.* Sept. 23. Nov. 16 and Dec. 14, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Henderson & Howard, Broad-st., Bristol.

EZEKIEL, PHILIP, General-dealer, 39 Princess-st., Manchester. *Pet.* Oct. 15. Nov. 16 and Dec. 7, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Marriott, Brown-st., Manchester; or Clarke, 31 Cannon-st., Birmingham.

HENDRY, JOHN, Back and Vat Maker, 7 Weymouth-st., Hackney-rd., Middlesex. *Pet.* Oct. 30. Nov. 17 and Dec. 15, at 11.30; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Norton, 10 Clifford's-inn.

HILL, FRANCIS, Commission Agent, Withy Bank, Oldswinford, Worcestershire. *Pet.* Nov. 2. Nov. 14 and Dec. 3, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Prescott, Stourbridge; or E. & H. Wright, Birmingham.

HOWL, JOHN, Screw and Bolt Manufacturer, Darlaston, Staffordshire. *Pet.* Oct. 29. Nov. 13, at 10, and Dec. 10, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Wilkinson, jun., Walsall; or James & Knight, Birmingham.

MARTIN, JOHN, Victualler, 405 Strand. *Pet.* Oct 30. Nov. 13, at 1.30, and Dec. 16, at 12; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Cutler, 5 Bell-yd., Doctors'-commons.

MOORHOUSE, JAMES, jun., Cottonspinner, Summerseat, near Bury, Lancashire. *Pet.* Oct. 28. Nov. 17 and Dec. 15, at 12; Manchester. *Off. Ass.* Pott. *Sol.* Sutton, Manchester.

PAIN, TERTIUS D'OYLEY, Chemist and Druggist, Medical-hall, King-st., Hammersmith. *Pet.* Nov. 2. Nov. 20, at 1, and Dec. 19, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Smith & Son, 6 Barnard's-inn, Holborn.

ROBERTS, HUGH, Corn-dealer, Gorad, near Holyhead, Anglesey. *Pet.* Oct. 27. Nov. 16 and Dec. 7, at 12; Liverpool. *Com.* Perry. *Off. Ass.* Morgan. *Sols.* Evans & Son, Commerce-ct., Lord-st., Liverpool.

RUTTER, ALEXANDER, Saw Manufacturer, Sheffield. *Pet.* Oct. 31. Nov. 14 and Dec. 19, at 10; Council-hall, Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sol.* Rayner, Sheffield.

SIMES, JOHN, Painter, 34 George-st., Portman-sq. *Pet.* Oct. 27. Nov. 17, at 1, and Dec. 15, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Dale, 8 Furnival's-inn, Holborn.

SWIFT, WILLIAM PECK, Grocer, Bourn, Lincolnshire. *Pet.* Nov. 2. Nov. 20 and Dec. 15, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bell, Bourn; or James & Knight, Bennett's-hill, Birmingham.

TOWERS, SAMUEL, Looking-glass Manufacturer, 21 Pitfield-st., Hoxton, Middlesex. *Pet.* Oct. 29. Nov. 17, at 2, and Dec. 15, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Taylor, 15 South-st., Finsbury-sq.

TUCK, GEORGE, Shipowner, South Shields, Durham. *Pet.* Oct. 28. Nov. 13, at 12, and Dec. 16, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sol.* Brignal, Durham.

WHITE, WILLIAM, Dealer in Seeds, Plymouth. *Pet.* Oct. 26. Nov. 12 and Dec. 3, at 10; Athenæum, Plymouth. *Com.* Bere. *Off. Ass.* Hirtzel. *Sols.* Bishop & Pitts, Exeter.

FRIDAY, *Nov.* 6, 1857.

ASTON, JOHN, Licensed Victualler, New-inn, Enville-st., Stourbridge *Pet.* Nov. 5. Nov. 18 and Dec. 9, at 11; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Prescott, Stourbridge; or Reece, Birmingham.

BINGHAM, THOMAS, Draper, Holbeach, Lincolnshire. *Pet.* Oct. 21. Nov. 27 and Dec. 18, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Parker & Lee, St. Paul's-churchyd.; or Reece, Birmingham.

BOYS, GEORGE, Builder, Park-st., Bromley, Middlesex. *Pet.* Nov 3. Nov. 18, at 11, and Dec. 14, at 2; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sol.* Kempster, Kennington-la., Lambeth.

BRAILSFORD, WILLIAM, Smallware-dealer, Nottingham. *Pet.* Nov. 3. Nov. 20 and Dec. 15, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham.

BROWNE, GEORGE, Draper, 194 Tottenham-ct.-rd. *Pet.* Nov. 5. Nov. 19, at 11, and Dec. 14, at 1.30; Basinghall-st. *Com.* Goulburn *Off. Ass.* Nicholson. *Sol.* Fitch, 23 Southampton-st., Bloomsbury.

BURTON, BENJAMIN FLETCHER, Timber Merchant, Nottingham. *Pet.* Oct. 28. Nov. 27, and Dec. 15, at 10.30; Shirehall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sols.* Deverell, Nottingham, or Hodgson & Allen, Birmingham.

CAPORN, FRANCIS MEREDITH Lace Manufacturer, Nottingham. *Pet.* Oct. 30. Nov. 20, and Dec. 15, at 10.30; Shire-hall, Nottingham. *Com.* Balguy. *Off. Ass.* Harris. *Sol.* Wells, Nottingham.

COLEMAN, SIMEON, Tailor, Kingston-upon-Hull. *Pet* Nov. 4. Nov. 25 and Dec. 23, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Jackson, Kingston-upon-Hull.

COOKS, JOSEPH, & JOHN COOKS, Cattle Salesmen, Darby's-hill, Oakham, Staffordshire. *Pet.* Oct. 31. Nov. 19 and Dec. 10, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Southall & Nelson, Birmingham.

COOPER, JAMES, Upholsterer, 77 High-st., Marylebone. *Pet.* Nov. 4. Nov. 18, at 1.30, and Dec. 14, at 1; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Nicholson. *Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry; or Randall, 50 Welbeck-st.

DOLBY, JOHN MARKILLIE, Chemist, Market Rasen, Lincolnshire. *Pet.* Nov. 4. Nov. 18 and Dec. 16, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Stamp & Jackson, Kingston-upon-Hull.

EARLE, FREDERICK GEORGE, Commission Agent, 9 Salisbury-st., Strand, and late of Prince's-sq., Kennington. *Pet.* Nov. 4. Nov. 20, at 3, and Dec. 19, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers.

GILBERT, THOMAS WILLIAM (T. W. Gilbert & Co.), Sailmaker, 10 Railway-pl., Fenchurch-st., and Victoria-wharf, Narrow-st., Limehouse. *Pet.* Nov. 3. Nov. 20, at 12.30, and Dec. 22, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers.

GILES, HENRY, Stone Mason, 17 Tomlins-ter., Limehouse. *Pet.* Oct. 23. Nov. 17, at 2.30, and Dec. 22, at 1; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sol.* Teague, Crown-ct., Cheapside.

HINE, HENRY, Laceman, 55 Piccadilly. *Pet.* Nov. 3. Nov. 20, at 2.30, and Dec. 15, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury.

RHODES, THOMAS BURN, Druggist, Bradford, Yorkshire. *Pet.* Nov. 5. Nov. 24, at 12, and Dec. 22, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Dawson, Bradford; or Bond & Barwick, Leeds.

ROGERS, ELIZABETH, Hosier, Westminster-bridge-rd., Surrey. *Pet.* Nov. 4. Nov. 17, at 12.30, and Dec. 17, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sol.* Fitch, Southampton-st., Bloomsbury.

STURGIS, OWEN, Builder, 3 College-ter., Finchley-rd., St. John's-wood. *Pet.* Nov. 5. Nov. 19, at 2, and Dec. 18, at 11; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers.

TOMLIN, RICHARD, Licensed Victualler, 51 Castle-st., Leicester-sq. *Pet.* Nov. 4. Nov. 17, at 12, and Dec. 17, at 1; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols.* Jay, Bucklersbury; or Gray & Pilgrim, Norwich.

TOMSON, JAMES SAMUEL WILLIAM, & ALBERT THOMAS TULL, Fancy Box Manufacturers and Wholesale Stationers, 46 and 47 Beech-st., Barbican, and Commercial-pl., City-rd. *Pet.* Nov. 4. Nov. 20, at 12, and Dec. 18, at 1.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sol.* Stopher, 52 Cheapside.

VAN WINKLE, JACOB MARTIN, Tavern Keeper, King's Head, Poultry. *Pet.* Oct. 31. Nov. 20, at 2, and Dec. 19, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* George & Downing, 35 King-st., Cheapside.

WHITE, MARY, Corn and Coal Merchant, late of New Corn Exchange, Mark-la.; Phœnix-wharf, Stratford, Essex; and Globe-wharf, Wapping; now out of business, 61 High-st., Poplar; but up to April, 1857 in copartnership with Edmund White (M. White & Son). *Pet.* Nov. 4. Nov. 17, at 11.30, and Dec. 19, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Whitmore. *Sols.* G. & E. Hilleary, Fenchurch-bldgs., Fenchurch-st.

BANKRUPTCIES ANNULLED.

TUESDAY, *Nov.* 3, 1857.

BROWN, MARY, Widow, Grocer and Provision Dealer, Kinfare, Staffordshire. Oct. 24.

STARKEY, CHARLES, Dust Contractor, Brunswick-wharf, Agar-town, King's-cross.

MEETINGS.

TUESDAY, *Nov.* 3, 1857.

BROWNING, BENJAMIN, Victualler, St. Peter, Hereford. Nov. 27, at 11.30; Birmingham. *Com.* Balguy. *First and Final Div.*

BURT, WILLIAM, Builder, St. Stephens-by-Launceston, Cornwall. Nov. 26, at 11; Queen-st., Exeter. *Com.* Bere. *Aud. Accs. & Prf. Debts.* And Dec. 9, at 11, *Div.*

CLARK, JAMES, Tea-dealer, Alphington-st., in the parish of St. Thomas the Apostle, Devon. Nov. 26, at 11; Queen-st., Exeter. *Com.* Bere. *Aud. Accs. & Prf. Debts.* And Dec. 9, at 11, *Div.*

COGDON, THOMAS HENRY, Plumber, Sunderland, Durham. Nov. 25, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

ELLIS, GEORGE, Miller, South Brent, Devon. Nov. 26, at 11; Queen-st., Exeter. *Com.* Bere. *Aud. Accs. & Prf. Debts.*

ELLISON, JOHN, Warehouseman, 56 Bread-st., Cheapside, and 75 Harley-st., Cavendish-sq. (where he also used the name of John Endersohu). Nov. 25, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

FISHER, WILLIAM, Grocer, Stratford-upon-Avon, Warwickshire. Nov. 27, at 11.30; Birmingham. *Com.* Balguy. *Final Div.*

GIFFORD, WILLIAM, Saddler and Harness Maker, St. Ives, Hunts. Nov. 25, at 11.30; Basinghall-st. *Com.* Goulburn. *Div.*

GOODWIN, THOMAS OKTON, Earthenware-dealer, Longton, Staffordshire. Nov. 27, at 11.30; Birmingham. *Com.* Balguy. *First and Final Div.*

GOULDSBROUGH, JOHN, Manufacturer, Manchester. Nov. 24, at 1; Manchester. *Com.* Skirrow. *Fur. Div.*

HARRIS, RICE, & RICE WILLIAMS HARRIS, Glass and Alkali Manufacturers, Birmingham. Nov. 26, at 11.30; Birmingham. *Com.* Balguy. *Div.*

HARRISON, JAMES, Commission Agent, City of London. Nov. 24, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

HILL, ROBERT HENRY, GEORGE ROBERT HUDSON, & FREDERICK HUDSON (Hill, Hudson, Bros., & Co.), Importers, 120 London-wall. Nov. 21, at 11.30; Basinghall-st. *Com.* Evans. *Last Ex.*

HOCHEE, JOHN ELPHINSTONE FATQUA (otherwise John Elphinstone Milton), Maker and Vendor of Paint, Nortons Lingfield, Surrey; late of 29 New Bridge-st., Blackfriars; and of Greenwich, Kent; in partnership with William Lawrence Gilpin & George Featherstone Griffin, 29 New Bridge-st., and at Millwall, under title of the London Anti-Oxyde Paint Company. Nov. 24, at 11.30; Basinghall-st. *Com.* Fonblanque *Dir.*

HODGSON, GILBERT, & WILLIAM ATCHESON, Timber Merchants, Sunderland, Durham. Nov. 26, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Dir.* sep. ests. of each.

HUNTLEY, THOMAS, Grocer, Sunderland, Durham. Nov. 25, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Dir.*

JOHNSON, ROBERT, Builder, Phœnix-pl., Calthorpe-st., Gray's-inn-rd., and 2 Bell-yd., Gracechurch-st. Nov. 24, at 12.30; Basinghall-st. *Com.* Fonblanque. *Div.*

JONES, THOMAS, Ale, Beer, and Bottle Merchant, 6 New Broad-st., and 73 Back Church-la., St. George's-in-the-East. Nov. 24, at 1.30; Basinghall-st. *Com.* Fonblanque. *Div.*

LAKE, WILLIAM, Maltster, Topsham, Devon. Nov. 26, at 11; Queen-st., Exeter. *Com.* Bere. *Aud. Accs. & Prf. Debts.* And Dec. 9, at 11, *Div.*

MACKAY, HENRY, Confectioner, Queen-st., Exeter. Nov. 26, at 11; Queen-st., Exeter. *Com.* Bere. *Aud Accs. & Prf. Debts.*

MARSHALL, DAVID, Tailor, Bristol. Nov. 26, at 11; Bristol. *Com.* Hill. *Final Div.*

MEYRICK, JAMES, Tailor and Draper, Crewe, Cheshire. Dec. 2, at 11; Liverpool. *Com.* Perry. *Last Ex.*

PETTER, EDWARD, & WILLIAM ARUNDELL OATEY, Ironfounders, Barnstaple, Devon. Nov. 26, at 11; Queen-st., Exeter. *Com.* Bere. *Div.*

PURDY, THOMAS, Wine and Spirit Merchant, Gt. Yarmouth, Norfolk. Nov. 24, at 12; Basinghall-st. *Com.* Fonblanque. *Div.*

SINGER, DAVID ARTHUR, Tailor, 307 Oxford-st. Nov. 25, at 12.30; Basinghall-st. *Com.* Goulburn. *Div.*

STRAHAN, WILLIAM, Sir JOHN DEAN PAUL, Bart., & ROBERT MAKIN BATES, Bankers, 217 Strand; and Navy Agents (Halford & Co.), 41 Norfolk-st., Strand. Nov. 26, at 1.30; Basinghall-st. *Com.* Evans. *Prf. Debts*, joint and sep. ests.

SWAN, JOHN, Merchant, 150 Leadenhall-st. Nov. 24, at 1; Basinghall-st. *Com.* Fonblanque. *Div.*

TOMS, JOSEPH, Builder, Bartholomew-st., Exeter. Nov. 26, at 11; Queen-st, Exeter. *Com.* Bere. *Aud. Accs. & Prf. Debts.* And Dec. 9, at 11, *Div.*

VAN LOHE, CHARLES, Woollen Warehouseman, 6 Bread-st. Nov. 24, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

VETSEY, JOHN PHILLIPS, Hatter and Hosier, Exeter. Nov. 26, at 11; Queen-st., Exeter. *Com.* Bere. *Aud. Accs. & Prf. Debts.* And Dec. 9, at 11, *Div.*

WARD, BARTHOLOMEW, Stationer, 71 High-st., Southwark, and 37 St. James's-pl., New-cross, Kent. Nov. 25, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

WARD, SAMUEL PEACE, Timber Merchant, Brickmaker, Bill Discounter, and Dealer in Shares, Cheshunt, Herts, and late of 8 Ledbury-ter., Westbourne-grove West, Bayswater. Nov. 24, at 12.30; Basinghall-st. *Com.* Evans. *Last Ex.*

FRIDAY, *Nov.* 6, 1857.

COLLINS, JOHN HENRY, Draper, Halifax. Nov. 27, at 11; Commercial-bldgs., Leeds. *Com.* West. *Div.*

COLLISON, HENRY WILLIAM, jun., Provision Merchant, Bath. Dec. 3, at 11; Bristol. *Com.* Hill. *Final Div.*

DALTON, LEONARD, Stone Merchant, Canal Bridge, Old Kent-rd. Nov. 27, at 12; Basinghall-st. *Com.* Holroyd. *Div.*

DEACON, WILLIAM EDWIN, Linendraper, 114 High-st., Gosport, Hants. Nov. 18, at 12.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Oct. 30) *Last Ex.*

GREAVES, STEPHEN, Cloth Manufacturer, now or late of Eccleshill, Yorkshire. Nov. 27, at 11; Commercial-bldgs., Leeds. *Com.* West. *Dir.*

GULL, GEORGE (George Gull & Co.), Tallow Broker, late of 1 Belsize-ter., Hampstead, and 75 Old Broad-st. Nov. 17, at 1; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Oct. 14) *Last Ex.*

HUTCHISON, WILLIAM, Stone Merchant, Frant, near Tonbridge Wells, Kent. Nov. 17, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Oct. 20) *Last Ex.*)

HYDE, GEORGE COCKBURN, Surgeon, 16 South-parade, Chelsea. Nov. 28, at 12; Basinghall-st. *Com.* Holroyd. *Dir.*

JACOB, CHARLES, Merchant, Ingram-ct., Fenchurch-st. Nov. 30, at 11; Basinghall-st. *Com.* Goulburn. *Dir.*

LAZARUS, HENRY, Watch Manufacturer, 11 Wilmington-sq., Clerkenwell. Nov. 17, at 1.30; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Oct. 14) *Last Ex.*

PARKINS, JAMES, Clothier, Cheapside. Nov. 30, at 11.30; Basinghall-st. *Com.* Goulburn. *Dir.*

SIDDONS, JAMES, Grocer, Sheffield. Nov. 28, at 10; Council-hall, Sheffield. *Com.* West. *Dir.*

SPENCER, JOSEPH BLAKEY, Joiner, Halifax. Nov. 27, at 11; Commercial-bldgs., Leeds. *Com.* West. *Dir.*

STRANGE, WILLIAM COPELAND, Bricklayer, Henley-on-Thames, Oxon. Nov. 24, at 12; Basinghall-st. *Com.* Fonblanque. (*By adj.* from June 23) *Dir.*

VINCENT, GEORGE, Beer-house-keeper, Mistley, Essex. Nov. 17, at 2; Basinghall-st. *Com.* Fonblanque. (*By adj.* from Oct. 30) *Last Ex.*

DIVIDENDS.

TUESDAY, *Nov.* 3, 1857.

BYWATER, JOHN, Tailor, Nottingham. First, 2*s.* 6*d.* *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 to 3.

ELSAM, EDWARD, Commission Merchant, Liverpool. First, 4*s.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

HACKETT, SAMPSON. Draper, Cradley-heath, Staffordshire. First, 2*s.* 3½*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

HARVEY, JAMES STREEN, Grocer, Birmingham. First, 1*s.* 0½*d.* *Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

HAYWOOD, JAMES, Ironfounder, Derby. Third, 4*d.* *Harris*, Middle-pavement, Nottingham: next three Mondays, 11 to 3.

SMITH, TILDEN, JAMES HILDER, GEORGE SCRIVENS, & FRANCIS SMITH, Bankers, Hastings. First, 10*s.* joint est., and first, 20*s.*, sep. est. G. Scrivens. *Whitmore*, 2 Basinghall-st.; any Wednesday, 10 to 3; or at Swan Hotel, Hastings, on Nov. 7, 9, and 10, from 10 to 4.

FRIDAY, *Nov.* 6, 1857.

GREEN, LEWIS, Grocer, Cranbrook, Kent. First, 5*s.* 3*d.* *Edwards*, 1 Sambrook-ct., Basinghall-st; three next Wednesdays, 11 to 2.

HANSON, JOHN, & JAMES WALKER, Coach Builders, Sheffield. First, 1*s.* *Brewin*, 11 James-st., Sheffield; any Tuesday, 11 to 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Nov.* 3, 1857.

BAILEY, THOMAS, Draper, Nottingham, and of Bingham and Beeston. Nov. 24, at 10.30; Shire-hall, Nottingham.

BALDWIN, EDWARD, Printer and Newspaper Proprietor, Shoe-la. Nov. 26, at 11; Basinghall-st.

COGDON, THOMAS HENRY, Plumber, Sunderland. Nov. 25, at 12; Royal-arcade, Newcastle-upon-Tyne.

DOHERTY, JOHN, Corn and Provision Dealer, Liverpool. Nov. 26, at 12; Liverpool.

JACKSON, JOHN JULIAN (Jackson & Henwood), Dyer, late of 23 Lawrence-la.; of George-st., Richmond, Surrey; of High-st., Sydenham, Kent; and of the Dye-works, Brompton, Middlesex; now of Queen's-rd., Brighton. Nov. 25, at 12.30; Basinghall-st.

JACOBS, ABRAHAM, JOHN JACOBS, & HENRY JACOBS, Merchants, 14 Crown-st., Finsbury; on application of Abraham Jacobs & John Jacobs. Nov. 25, at 12; Basinghall-st.

NASH, ABRAHAM, Builder, 18 Everett-st., Brunswick-sq. Nov. 25, at 1; Basinghall-st.

PETTER, EDWARD, & WILLIAM ARUNDELL OATEY, Ironfounders, Barnstaple, Devon. Nov. 26, at 11; Queen-st., Exeter.

WILLIAMS, HENRY, Timber Merchant, Swansea, Glamorganshire. Dec. 1, at 11; Bristol.

FRIDAY, *Nov.* 6, 1857.

GORDON, JOHN DOWN, Pianoforte Manufacturer, 6 Eldon-st., Finsbury. Nov. 30, at 1.30; Basinghall-st.

REES, WILLIAM, Bookseller and Stationer, Glastonbury, Somersetshire. Dec. 1, at 11; Bristol.

ROBERTSON, WILLIAM, Currier, 15 Summer-la., Birmingham. Nov. 30, at 10; Birmingham.

WILBY, WILLIAM, Licensed Victualler, Mother Shipton Public-house, Prince of Wales-rd, Camden-town, Middlesex. Nov. 30, at 1; Basinghall-st.

WRIGHT, JOSEPH, Birmingham, & JOHN SALISBURY, Ashby-de-la-Zouch, Leicestershire, Ironfounders, carrying on business at Burton-upon-Trent (Wright, Salisbury, & Co.). Nov. 30, at 10; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Nov.* 3, 1857.

COOPER, EDWARD SIMMONS, Leatherseller, 5 Commercial-pl., City-rd. Oct. 28, 2nd class.

DALE, THOMAS, Dealer in Drainage-pipes and Gird Contractor, Leek, Staffordshire. Oct. 30, 3rd class.

HACKETT, SAMPSON, Draper, Cradley Heath, Staffordshire. Oct. 30, 3rd class.

HADFIELD, WILLIAM, Merchant, late of Constantinople; afterwards of Old-hall, Old-hall-st., Liverpool; and now of Cockspur-st., Middlesex. Oct. 28, 2nd class.

MACKAY, HUGH, & WILLIAM BISHTON DAVIES, Shipwrights, Liverpool. Oct. 19, 1st class to H. Mackay.

MANSER, FRANCIS, Baker, 1 Brownlow-pl., Queen's-rd., Haggerstone, Middlesex. Oct. 27, 2nd class.

PATRICK, SARAH, Butcher, Worcester. Oct. 30, 2nd class.

STOCK, WILLIAM, Glass Manufacturer, Newton, near Warrington, Lancashire. Oct. 26, 2nd class.

FRIDAY, *Nov.* 6, 1857.

BAKER, CHARLES, Timber Merchant, Southampton. Oct. 30, 3rd class.

BARTON, JOHN, & GEORGE BARTON, Copper Roller Manufacturers, Broughton, Manchester. Oct. 30, 3rd class to J. Barton; having been suspended from May 6, 1856.

DAVIES, CORNELIUS, & FREDERICK NORMAN, Cement and Lime Merchants, Crown-wharf, Gt. Scotland-yd., Westminster. Oct. 29, 2nd class.

DE PORQUET, LOUIS PHILIPPE REMY FENWICK (Mary Wedlake & Co.), Dealer in Agricultural Implements, 118 Fenchurch-st., and of Fairkytes, Hornchurch, Essex. Oct. 30, 1st class.

GIBBON, WILLIAM, Grocer, Spennymoor, Durham. Nov. 3, 3rd class; subject to suspension until Feb. 3, 1858.

LONGTON, JOHN, Shipbroker, Liverpool. Oct. 29, 1st class.

MAY, THOMAS HENRY, Flour Dealer, 52 Rathbone-pl., Oxford-st., lately of 27 Little Britain, and of 2 Squire's-mount, Hampstead-heath. Oct. 31, 2nd class.

MORTON, JAMES, Ironmonger, Huntingdon. Oct. 29, 1st class.

MORSE, FREDERICK, Rice and Spice Merchant, 2 Dunster-ct., Mincing-la. Oct. 28, 3rd class; having been suspended from 13th May.

NASH, THOMAS, jun., Brushmaker, Gt. Dover-st., Southwark. Oct. 29, 2nd class.

PHILLIPS, JAMES, Draper, Audlem, Cheshire. Nov. 2, 1st class.

ROBINSON, JOSEPH BRADBURY, Hosier, Macclesfield, Cheshire. Oct. 28th 2nd class.

STANDING, WILLIAM, Engineer, late of 9 Whitechapel-rd., now of 10 Kingsland-crsct., Kingsland-rd. Oct. 30, 2nd class.

STATHAM, HENRY HEATHCOTE, Attorney-at-Law, and Money Scrivener, Liverpool. Oct. 29, 2nd class.

THORBURN, JOHN, Bookbinder, 3 Pleydell-st., Fleet-st., and 51 Lower Stamford-st. Oct. 30, 1st class.

WATSON, THOMAS, Mining-agent, 2 Artillery-pl., Finsbury-sq. Oct. 29, 2nd class.

WHITE, EDMUND (M. White & Son), Corn and Coal Merchant, New Corn Exchange, Mark-la.; Phœnix-wharf, Stratford, Essex; Globe-wharf, Wapping. Oct. 29, 1st class.

Professional Partnerships Dissolved.

TUESDAY, *Nov.* 3, 1857.

MAWE, THOMAS JONES, & FREDERIC E. MAWE (Mawe & Son), Solicitors; by mutual consent. Oct. 29.

PETERSON, THOMAS PEXTON, & EDWARD ASHTON, Attorneys-at-Law, Solicitors, and Conveyancers, Albion-chambers, Bristol; by mutual consent. The said professions will be carried on by E. Ashton solely, at Albion-chambers; and T. P. Peterson will practise at Overn-hill, Downend, near Bristol. Oct. 31.

FRIDAY, *Nov.* 6, 1857.

TYRRELL, TIMOTHY, THOMAS PAINE, & THOMAS E. LAYTON, Attorneys, Solicitors, and Parliamentary Agents; by mutual consent. Oct. 28.

Assignments for Benefit of Creditors.

TUESDAY, *Nov.* 3, 1857.

BURBIDGE, Rev. THOMAS, LL.D., Leamington Priors, Warwick. Oct. 8. *Trustees*, W. Barnwell, J. Gilbert, C. Griffin, P. Lock, all of Leamington Priors. *Sol.* Field, Leamington Priors.

CLOUT, THOMAS CARTER, Builder, Tonbridge Wells, Kent. Oct. 13. *Trustees*, T. Freeman, Timber Merchant, Bermondsey, London; J. Longley, Linen-draper, Tonbridge Wells. *Sol.* Cripps, Tonbridge Wells.

GUY, THOMAS, Builder, Nottingham. Oct. 9. *Trustees*, W. Burgass, Brickmaker, Nottingham; W. Pyatt, Ironmonger, Nottingham. *Sol.* Cann, Nottingham.

HARDING, WILLIAM, Earthenware Manufacturer, Burslem, Staffordshire. Oct. 10. *Trustees*, J. Goodwin, Flint Grinder, Hanley, Staffordshire; E. Brassington, Commission Agent, Stoke-upon-Trent; A. Ginders, Commission Agent, Hanley. Creditors to execute on or before 1st Jan. next. *Sol.* Twigg, Burslem, Staffordshire.

MERCER, ELIZABETH MARY, Southport, Lancashire, Administratrix of George Mercer, late of Southport, Boot and Shoe Maker. Oct. 13. *Trustee*, J. Somervell, Leather Merchant, Kendall, Westmoreland. Indenture lies at offices of Carter & Co., 10 South John-st., Liverpool.

FRIDAY, *Nov.* 6, 1857.

BRADSHAIGH, JOSEPH, Altrincham, Cheshire, & JOHN YEARDLEY WILKINSON, Chorlton-upon-Medlock, carrying on business as Packers in Manchester. Nov. 3. *Trustee*, W. Gawthorpe, Public Accountant, Levenshulme, Lancashire, and Manchester. Creditors to execute before Feb. 4. Indenture lies at offices of Gawthorpe & Addleshaw, Accountants, 26 Brown-st., Manchester.

CALVER, WILLIAM, Bricklayer, Yoxford, Suffolk. Oct. 29. *Trustees*, T. White, Auctioneer, Peasenhall, Suffolk; J. Smyth, Drill Manufacturer, Peasenhall. Indenture lies at office of T. White, Peasenhall.

CHRIMES, PETER, Glass Manufacturer, Manchester. Sept. 10. *Trustee*, W. Owen, Accountant, Everton-rd., Chorlton-upon-Medlock. Indenture lies at the office of W. Owen, 56 Pall-mall, Manchester.

ELLIOTT, FREDERICK JOSEPH, Merchant, Ranscombe, Brixham, Devon. Oct. 20. *Trustees*, A. Widdecombe, Spinster, Ranscombe; H. Bartlett, Tailor, Totnes, Devon. *Sols.* Presswell & Michelmore, Church-st., Totnes.

GOODALL, THOMAS, Builder, Bloxwich, Staffordshire. Nov. 2. *Trustee*, J. Reeves, Awl Blade Maker, Bloxwich. Creditors to execute on or before Jan. 2. *Sol.* Lowe, Dudley.

GOW, GEORGE, & THOMAS MATSON MOORHOUSE, Lace and Muslin Warehousemen, Clement's-ct., Wood-st. Nov. 3. *Trustee*, H. G. Macdonald, Warehouseman, Milk-st. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside.

JEWELL, GEORGE HENRY, Wholesale Tallow Chandler, High-st., Shadwell. Oct. 9. *Trustees*, T. Hilton, Oil Merchant, 69 Upper Thames-st.; W. S. Jeffery, Warehouseman, 9 Regent-st. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside.

LEVERETT, HENRY WILLIAM, Cabinet Maker, Ipswich. Oct. 30. *Trustees*, J. Bendall, Iron Founder, Woodbridge, Suffolk; J. F. Ranson, Timber Merchant, Ipswich. Creditors to execute within two months from Oct. 30. *Sol.* Jennings, Falcon-st., Ipswich.

MIDDLETON, JOHN, Ironmonger, Newport, Monmouthshire. Oct. 21. *Trustees*, W. Gough, Factor, Birmingham; J. Williams, Factor, Birmingham. Creditors to execute within three months from Oct. 21 *Sol.* Chesshire, 13 Temple-row, Birmingham.

ROBINSON, GEORGE, Tailor, 13 Bedford-st., Bedford-sq. Oct. 30. *Trustee*, H. English, Woollen Draper, 27 Sackville-st., Piccadilly. Creditors to execute within three months from Oct. 30. Indenture lies at counting-house of H. English, 27 Sackville-st.

SIBBITT, JOHN, Farmer and Miller, Allerdean Mill, Northumberland. Oct. 31. *Trustees*, A. Riddle, Enginewright, Tweedmouth, Berwick-upon-Tweed; M. Sibbitt, Gent. Ancroft Greenses, Northumberland. Creditors to execute within two months from Oct. 31. *Sol.* Sanderson, Berwick-upon-Tweed.

SIMON, WILLIAM, Draper, Well-st., Ruthin, Denbighshire. Oct. 31. *Trustees*, G. Simon, Farmer, Bryn-bowlio, Llanferras; T. Edwards, Draper, Market-pl., Ruthin. Oct. 31. Creditors to execute within three months from Oct. 31. *Sol.* Adams, Clwyd-st., Ruthin.

THOM, ISABELLA MORRISON, Milliner and Dress Maker, Newcastle-upon-Tyne. Oct. 9. *Trustees*, G. Thompson, Draper, Newcastle-upon-Tyne; W. Newman, Draper, 9 St. Paul's Church-yd. *Sol.* Story, 16 Market-st., Newcastle-upon-Tyne.

Creditors under Estates in Chancery.

TUESDAY, *Nov.* 3, 1857.

HODSON, THOMAS (who died in Dec. 1831), Soap Manufacturer, Chester. Creditors to come in and prove their debts or claims on or before Dec. 4, at V. C. Stuart's Chambers.

IVORY, ELIZABETH (who died in July, 1855), Widow, 26 Eagle-ct., St. John's-la., Clerkenwell. Creditors to come in and prove their debts or claims on or before Dec. 2, at V. C. Wood's Chambers.

FRIDAY, *Nov.* 6, 1857.

CORLEY, CONSTANTIA (who died in Jan. 1851), formerly Constantia Campbell, Widow, late of 24 Cumberland-st., Hyde-pk., and of Plumstead, near Norwich. Creditors to come in and prove their debts on or before Dec. 7, at V. C. Kindersley's Chambers.

COWLING, JOHN, Esq. (who died in Dec. 1855), late of Albemarle-st. Creditors to come in and prove their claims on or before Nov. 7, at Master of the Rolls' Chambers.

EVANS, MARY (who died in Nov. 1854), Spinster, Dudley, Worcestershire. Creditors to come in and prove their debts or claims on or before Dec. 2, at V. C. Stuart's Chambers.

GOUGH, WILLIAM (who died in May, 1857), Gold Mounter, Aldersgate-st.-bldgs. Creditors to come in and prove their debts on or before Dec. 7, at Master of the Rolls' Chambers.

POTTER, SAMUEL (who died in April, 1837), Builder, Derby. Creditors to come in and prove their debts on or before Dec. 3, at Master of the Rolls' Chambers.

PROFIT, WILLIAM, Esq. (who died in Feb. 1835), late of 24 Westbourne-pl., St. George, Hanover-sq. Creditors to come in and prove their debts on or before Dec. 5, at Master of the Rolls' Chambers.

ROBINS, JOHN (who died in June, 1854), Yeoman, Sandford, Oxon. Creditors to come in and prove their debts on or before Dec. 1, at Master of the Rolls' Chambers.

ROBINS, WILLIAM (who died in January, 1842), Builder, Mile Town, Minster, Isle of Sheppy. Creditors to come in and prove their claims on or before Dec. 4, at Master of the Rolls' Chambers.

WALKER, STEPHEN (who died in April, 1857), Licensed Victualler, High-st., Marylebone. Creditors to come in and prove their debts or claims on or before Dec. 9, at V. C. Stuart's Chambers.

WILLIAMS, HENRY (who died in April, 1857), Farmer, Tyddyn Agnes, Llanllyfni, Carnarvonshire. Creditors to come in and prove their claims on or before Dec. 19, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *Nov.* 3, 1857.

UNLIMITED, IN CHANCERY.

IRISH WASTE LAND IMPROVEMENT SOCIETY.—A petition for the dissolution and winding up of this Society was, on Oct. 31, presented to the Lord Chancellor of England, by Joseph Dredge, Gent., of Liverpool-st., London, which will be heard before V. C. Kindersley, on Nov. 13, at 10, in open court.—Amory, Travers, & Smith, Sols. for Pet., 25 Throgmorton-st., London.

FRIDAY, *Nov.* 6, 1857.

LIMITED, IN BANKRUPTCY.

LONDON, HARWICH, AND CONTINENTAL STEAM PACKET COMPANY (Limited) —Creditors to prove their claims in like manner as in bankruptcy, on Nov. 18, at 2, Basinghall-st., before Mr. Com. Goulburn.

LONDON AND BIRMINGHAM IRON AND HARDWARE COMPANY (Limited). Creditors to prove their claims on Nov. 20, at 1.30, Basinghall-st., before Mr. Com. Holroyd.

Scotch Sequestrations.

TUESDAY, *Nov.* 3, 1857.

BLEAKLEY, WILLIAM ALLEN, Boot and Shoe Manufacturer, 38 Tolbooth-wynd, Leith. Nov. 12, at 3, Dowells & Lyon's Rooms, 18 George-st., Edinburgh. *Seq.* Oct. 30.

BROUGH, JOHN, Porter and Ale Dealer, Crieff. Nov. 7, at 12, Drummond Arms Hotel, Crieff. *Seq.* Oct. 28.

MACROBIE, ROBERT, Veterinary Surgeon, Glasgow. Nov. 6, at 2, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Oct. 29.

MUIR, JOHN, & THOMAS MUIR, Farmers, Market Gardeners, and Carters, Partick and Broomloan, near Govan. Nov. 9, at 12, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Oct. 30.

SMITH, JAMES (W. & J. Smith), Upholsterer and Cabinetmaker, Hamilton. Nov. 7, King's Arms Inn (Dick's), Hamilton. *Seq.* Oct. 28.

WARDLAW, WALTER, & CHARLES M'INDOE (William Wardlaw & Co.), Merchants, Glasgow. Nov. 9, at 12, Faculty of Procurators' Hall, St. George's-pl., Glasgow. *Seq.* Oct. 29.

FRIDAY, *Nov.* 6, 1857.

LESLIE, JOHN, Mason and Builder, Patrick. Nov. 10, at 12, Faculty Hall, St. George's-pl., Glasgow. *Seq.* Nov. 2.

PATTERSON, ADAM, Timber Merchant and Shipowner, Port Glasgow. Nov. 13, at 12, Tontine Hotel, Greenock. *Seq.* Nov. 3.

STEWART, ANDREW (Andrew Stewart & Co.), Merchant and Shipowner, Greenock. Nov. 13, at 1, Tontine Inn, Greenock. *Seq.* Nov. 3.

Legislation of the Year.

20 & 21 VICTORIÆ.—(*Continued*).

CAP. LXXVIII.—*An Act to amend 7 & 8 Vict. c. 111, for facilitating the Winding-up the Affairs of Joint-Stock Companies unable to meet their pecuniary Engagements, and also the Joint-Stock Companies Winding-up Acts, 1848 and 1849.*

The statutes here meant are the 7 & 8 Vict. c. 111, the 11 & 12 Vict. c. 45, and the 12 & 13 Vict. c. 108, usually called the "Winding-up Acts." Of these, the first was passed chiefly in reference to *joint-stock* trading or commercial companies; but it also has application to companies and copartnerships (the members whereof exceed seven in number) not coming within that description; and now the large class of joint-stock companies, which are registered under the Joint-Stock Companies Acts of 1856, 1857, are differently dealt with, and expressly excepted from the operation of the Winding-up Acts. The scheme of these Acts is, that, on any company within its provisions becoming bankrupt or declaring itself to be insolvent, proceedings may be instituted by any of the creditors in the Court of Bankruptcy, which resemble, in their general features, those which obtain in the case of an ordinary bankruptcy. But after adjudication of bankruptcy, then, by direction of the Court of Bankruptcy, an order may be sought from the Court of Chancery for directions as to the winding-up and dissolution of the company, and for settling the claims of the respective members as against each other. Such an order may also be sought independently of any bankruptcy proceedings by any *contributory* in any of the cases mentioned in 11 & 12 Vict. c. 45, s. 4; and then an absolute order may be sought for such dissolution and winding up, either with or without any special directions; and on its being made, an official manager is appointed, who stands much in the same position with regard to the estate of the company as the official assignee does in the case of individual bankruptcy; and, in particular, it is by and against him, that, as the general rule, all legal proceedings and transactions with regard to the company are to be had and taken. From this point, however, the analogy between individual and associated bankruptcy or winding up, in some measure, ceases. In the former case, his whole estate being resigned to the creditors, the bankrupt receives his certificate, and is free. In the latter, a list of contributories is prepared, who must, in the event of the assets of the concern being insufficient, liquidate the deficiency out of their own individual resources, the principles of *partnership* intervening, in the case of a company, and causing this complication.

Such being the salient features of the existing method for winding up and dissolving associations and copartnerships with more than seven members, and not registered under the Joint-Stock Companies Acts, 1856, 1857, the Act under discussion makes certain improvements in the system, the chief of which are the following:—1. In every case where there is a *winding-up order* with respect to any company, and where such course shall appear expedient, and for the benefit of the parties interested, the creditors of the company may be from time to time called together before the judge or master charged with the winding up, for the purpose of appointing one or more persons, other than the official manager, to represent all the creditors of the company in and about the proceedings, or certain of the proceedings, before such judge or master; and such person or persons may be chosen, either personally or by proxy, by *two-thirds in value* of the creditors who have proved or sworn to their debts, in like manner as in the choice of assignees in bankruptcy. And where the company has become *bankrupt* under 7 & 8 Vict. c. 111, the assignees of the estate and effects chosen under the proceedings are to be representatives of the creditors, without calling such meeting as above described. 2. Where the company has become bankrupt under 7 & 8 Vict. c. 111, before any winding-up order has been made, the assignees, acting as such representatives, may now, with leave of the Court of Bankruptcy, and after notice to, and obtaining the consent of, such creditors as the Court shall direct, and whether the whole of the assets of the company have been collected or not, take from all or any of the shareholders or members (having regard to the sufficiency of the assets and the solvency and means of the shareholders or members) such reasonable sums as they shall think fit, in discharge and satisfaction of their respective liabilities; or they may make any other compromise, composition, or arrangement in the matter. 3. In cases where, there being no adjudication of bankruptcy, there are no assignees, but representatives of the creditors have been chosen under the provision for that purpose of the Act under discussion, they may make and concur in compositions and arrangements, so far as the creditors of the company are concerned, whether for the discharge and satisfaction of the liability of all and every the shareholders and members, or of any or either of them, to the debts and liabilities of the company or otherwise. Yet, if the judge or master should require it, the consent of all, or of a certain proportion of the creditors must be expressly obtained to the compromise or arrangement in question, and the rights of the creditors are not to be affected by any such compromise or arrangement as to their right or remedy against any person other than the members and contributories of the company in question.

The immediate and avowed object of the Act under discussion was to prevent for the future such ruinous contests as have recently been witnessed in the case of the Royal British Bank; and it is to be observed, that the representative principle thus introduced is not a new one, but an adaptation only to the case of an associated partnership consisting of a large number of persons, of the provisions for arrangement and compromise, which have long formed a part of our general bankrupt law.

CAP. LXXXI.—*An Act to amend the Burial Acts.*

The foundation of the general system of interments which now exists, was the Metropolitan Interments Act, 1850. That statute, however, was altogether repealed by the Burials (within the metropolis) Act, 1852 (the 15 & 16 Vict. c. 85); and the provisions of this last Act were afterwards extended throughout England and Wales, and were amended, in various particulars, by 16 & 17 Vict. c. 134; 17 & 18 Vict. c. 87; 18 & 19 Vict. cc. 79, 128; and, lastly, by the Act under discussion. The above enumeration corrects the recital in this last Act, which substitutes 18 & 19 Vict. c. 78, for 18 & 19 Vict. c. 79.

The provisions of the new Act may be thus classed:—1. Those which have reference to burial boards. 2. Those which have reference to places of interment. 3. Those which have reference to the performance of interments. 4. Those which have reference to the expense of interments. 5. Miscellaneous provisions. And of these in their order:—

1. *Burial Boards.*—The provisions as to these are contained in ss. 1, 2, 4, 5, 9 of the Act under discussion: and their effect is, that, in cases where there is a joint board for several parishes, its acts may be authorised, or approved, by the vestries of the majority of such parishes; that such joint board may, at any time before the common burial ground has been provided, be dissolved, and the agreement which has been entered into between the several parishes determined, by the vestries of such parishes (the Act does not say, but probably means, by the *majority* of such vestries); that, on the petition of such parties, and under such circumstances as in the Act specified, the local board of health, established under the Public Health Act of 1848, may be constituted a burial board for a district co-extensive with its own; that, within certain restrictions, a burial board may be appointed by the vestry of any district which has hitherto had no separate burial ground, and does not separately maintain its own poor; and that the appointment of a board by the vestry in the cases provided for by 18 & 19 Vict. c. 128 (viz. where two or more parishes have become united, or where the inhabitants have had a joint church, burial ground, or vestry meeting), shall be subject for the future to the previous approval of the Home Secretary.

2. *Places of Interment.*—The provisions of the Act under discussion, as to these, are contained in ss. 3, 6, 7, 8, 10, 11, 12, 23, 24, 26: and their effect is, that, with the approval of the Home Secretary, more than one burial ground may be provided by a single board, and that separate grounds (if it shall seem fit) may be provided to be used, respectively, as consecrated and unconsecrated ground; that parish lands may (with the consent of the Poor Law Board) be appropriated for the reception of the dead buried by the parish, and may be consecrated accordingly by the ordinary of the diocese, to be used only for burials according to the rites of the Established Church; that where a burial ground has been provided for any parish under any of the Church Building Acts, by money borrowed on the security of the church rates, the debt may be taken up by the burial board of the place, and thereupon the ground shall be transferred to such board by the incumbent and the ordinary; that any closed burial ground, not belonging to the parish in which it is situate, may be purchased for the parish by its vestry; that Orders in Council may, from time to time, issue for establishing regulations for the protection of the public health and decency in respect of burials in common graves, and to authorise the

churchwardens and others to do such acts as may be necessary to prevent any vault or place of burial from becoming or continuing injurious to the public health; that it shall be unnecessary to erect a wall or fence between the consecrated and the unconsecrated portion of any burial ground, provided there shall be placed proper boundary marks for the purpose; that, in the case of refusal by the bishop of the diocese to consecrate a burial ground, an appeal shall lie to the archbishop of the province, who, if he shall decide that the ground is in a fit and proper condition, and the bishop shall still refuse to consecrate, may *license* the same for interment, which shall make it lawful to use the same as if it had been consecrated; that unconsecrated land or buildings vested in trustees for the purposes of a cemetery or burial grounds wherein burials have been prohibited by Order in Council, may be disposed of by such trustees, and the money be applied *cy près*; and that such closed cemeteries, if adjoining or near to any ground about to be appropriated by a burial board for the purpose of interment, may be purchased by such board.

3. *Performance of Interments.*—The provisions of the Act under discussion as to this, are contained in ss. 14, 16, 17: and their effect is, that every person attending the funeral of any person buried in any place of interment provided by any Act of Parliament, shall be exempted from toll, in the same manner as he would be exempted under 3 Geo. 4, c. 126, s. 32, within the limits of the parish or place in which such ground is situate; that the provisions contained in 52 Geo. 3, c. 146, s. 4, as to the transmission of a certificate of burial by a minister who shall perform the ceremony out of his own parish, to the incumbent of the parish wherein such burial shall take place, shall not apply to interments in any ground provided under the Burial Acts; that the interment fees charged for burying in the unconsecrated portion of any ground, shall be the same as those charged for interring in the consecrated portion, less those which are payable in respect of the incumbent, churchwarden, clerk, or sexton; and that, pending an application for consecration of any burial ground, the incumbent, or other duly qualified person, may (if he shall see fit) bury in the same, provided a certificate from the Home Secretary has been obtained, that the provisions of the Burial Acts have been complied with respecting it.

4. *The Expense of Interments.*—The provisions of the Act under discussion as to this, are contained in ss. 18—22: and their effect is, that so much of 15 & 16 Vict. c. 85, s. 20, as requires that not only the yearly interest of money borrowed under the provisions of the Burial Acts shall be paid, but that the principal shall be gradually discharged by yearly instalments, shall be repealed; that the clauses of 10 & 11 Vict. c. 16 (the Commissioners Clauses Act, 1847), with respect to mortgages, shall be applicable to mortgages and other securities executed by burial boards; that a sinking fund shall be provided by every burial board which has raised or borrowed money, for paying off the principal, by setting aside every year not less than one-fiftieth part of such principal, out of the moneys charged by such mortgages; that, for the purpose of raising moneys, any burial board, or borough council, may grant terminable annuities, instead of making mortgages; and that any such council may also raise any money which may be required for the purpose of the Burial Acts, by making a burial rate charged on all property liable to the borough rate.

5. *Miscellaneous Provisions.*—Those in the Act under discussion which seem to require notice, are contained in ss. 15, 25; and their effect is, that any person wilfully destroying or injuring any register books of burials kept "according to the provisions of this Act," or any part thereof, or counterfeiting or making any false entry, or giving a false certificate respecting the same, or forging or counterfeiting the seal of any burial board, shall be guilty of felony.

As to this provision, it is noticeable that no register is directed by the Act under discussion to be kept, though distinct registers are directed to be kept by 16 & 17 Vict. c. 134; and that the subsequent provision that former Burial Acts and the Act under discussion are to be construed together as one Act (s. 30), does not seem to justify this inaccuracy. As no specific punishment is attached to the offences made felonious by the above provision, it is presumed, that, under the joint effect of 7 & 8 Geo. 4, c. 28, s. 8; 16 & 17 Vict. c. 99; and 20 & 21 Vict. c. 3, the punishment will be penal servitude for not more than seven, or less than three years; or imprisonment for not more than two years, with hard labour and solitary confinement, and, in the case of males, whipping, at the discretion of the Court.

Finally, the Act under discussion contains a provision, prohibiting the removal of any body, or the remains of any body, which may have been interred in any place of burial (except in the case of removal from one consecrated place of burial to another, by faculty granted by the ordinary), unless a licence be first obtained under the hand of the Home Secretary, and such precautions observed as may be prescribed in the conditions of the licence.

CAP. LXXXIII.—*An Act for more effectually Preventing the Sale of Obscene Books, Pictures, Prints, and other Articles.*

The offence at which the Act under discussion is aimed is properly referable to the head of *lewdness;* which, when of an open and notorious character, is punishable by the common law with fine and imprisonment. The particular species, which consists in the public sale or exposure of indecent exhibitions, was expressly regulated by 14 & 15 Vict. c. 100—an Act passed in 1851 for the improvement of the administration of criminal justice in a variety of particulars. By the 29th section of that Act, "any public selling, or exposing for public sale or to public view, of any obscene book, print, picture, or other indecent exhibition," makes the offender liable, on conviction, to be imprisoned "for any term now warranted by law," and also to be kept to hard labour during the whole or part of such term of imprisonment. It is to be noticed, with regard to the Act under discussion, that the offence itself is left precisely as it was, and is made neither more nor less penal than before, the aim of the Act being, not to punish the offender, but to prevent him from injuring others by continuing to offend. With this view, the machinery already in play with regard to *common gaming-houses* has been, in part, adopted; but it has been thought proper to require (in the case of a house suspected to contain obscene articles) greater precautions than in the case of a suspected gaming-house before entrance can be made by the police. Instead of a *single* justice of the peace, the complaint must be made to two, or, at all events, before a stipendiary or metropolitan police magistrate; and the complainant must also swear that "one or more articles of the like character have been sold, distributed, exhibited, lent, or otherwise published," within the limits of the jurisdiction of the justices or magistrate, so that they or he may be satisfied "that the belief of the complainant is well founded." Before a search warrant can issue, moreover, it is essential that the justices or magistrate should be satisfied that the articles are of such a character and description that the publication of them would be a misdemeanor, and that they are kept to be, in some way or other (as by exhibition or lending upon hire), published *for purposes of gain.*

It is remarkable that the Legislature, in its extreme anxiety to prevent the abuse of the powers given by the Act under discussion, has in one important particular failed to render the facilities afforded by it co-extensive with the existing law. There is no doubt, that, not only at common law, but under the 14 & 15 Vict., an indecent representation, publicly exhibited in any house, would be punishable by fine and imprisonment, though it could not be shown that it was exhibited for purposes of *gain.* Other objects can easily be imagined; and yet, in such cases, the wholesome provisions of the Act under discussion would be inapplicable.

Again, by s. 4 of the Act under discussion, "any person aggrieved by any act or determination of the magistrate or justices in or concerning the execution of the Act, may appeal to the next general or quarter-sessions." Is it intended that the provisions of c. 48 of this session should also apply? By that Act, as our readers will remember, it is made lawful for either party to any determination by a justice or justices of any complaint which they have power to determine summarily "by any law now in force, or hereafter to be made," if dissatisfied with the determination as being erroneous in point of law, to apply for a special case setting forth the facts and the grounds of such determination, for the judgment of such one of the superior courts of law as the applicant shall select, but that the person obtaining such case shall be held to have abandoned his right of appeal to the sessions. It is useless to speculate as to what the intention of the Legislature may have been as to this, because it is probable that the point never occurred to them; but, on the construction of the two Acts as they appear in the statute-book, it would seem that a person whose house has been entered, or property seized or destroyed, under the provisions of the Act under discussion, and who should consider himself to be aggrieved by the determination of the justices or a magistrate in some point of law, might abandon his right of appeal under s. 4, and apply for a case to be stated under the provisions of cap. 48.

CAP. LXXXV.—*An Act to amend the Law relating to Divorce and Matrimonial Causes in England.*

As this Act is closely connected with that for amending the law relating to probates and letters of administration which lately came under discussion, it will be convenient to deal with it after a similar fashion, and to notice such of its provisions only as can be prominently classed together under the following heads:—I. As to its effect on existing law, courts, and jurisdictions. II. As to the constitution of the new Court for Divorce and Matrimonial Causes. III. As to those who may practise therein. IV. As to the course of procedure. V. As to appeals. And of these in their order:

I.—*As to the Effect of the Act under Discussion on existing Law, Courts, and Jurisdictions.*

By s. 2, all jurisdiction now exercisable by any ecclesiastical court in England in respect of divorces *à mensâ et thoro*, suits of nullity or jactitation of marriage, or for restitution of conjugal rights, and in all causes, suits, and matters matrimonial shall cease to be so exercisable.

One exception to this general enactment is made, however—viz. in reference to the *grant of marriage licences;* and a common licence for this purpose may, therefore, still, as heretofore, be obtained from the ordinary or his surrogate, or a special one from the Archbishop of Canterbury. It is apprehended, however, that the grant of marriage licences is not properly part of the jurisdiction of any ecclesiastical *court*, but is incident to the ecclesiastical *office;* and, therefore, it is conceived that it would have been more accurate not to have mentioned the grant of such licences, as if it formed part of the jurisdiction no longer to be exercisable.

By the 6th section, all the jurisdiction above specified is to be exercised, in the name of the Crown, in a court of record, to be called "The Court for Divorce and Matrimonial Causes," though (by s. 7) no decree shall be hereafter made for a divorce *à mensâ et thoro;* but where formerly such a decree would have been pronounced, there is to be a decree for a *judicial separation*, "which shall have the same force and the same consequences as a divorce *à mensâ et thoro* now has." It is not easy to see the value of this mere change of name; but neither is it easy to reconcile the definition of a "judicial separation" here given with the 25th and 26th sections, by which certain consequences are directed to follow in every case of judicial separation, which certainly did not belong to a divorce *à mensâ et thoro;* or with s. 16, in which it is again stated that a sentence of judicial separation is to have the effect of a divorce *à mensâ et thoro* under the existing law, and *such other legal effect as herein mentioned.*

By s. 59, no action is henceforth—*i. e.* after the Act shall come into operation—to be maintainable in England for criminal conversation; but in lieu thereof, it is provided by s. 33 that any husband may claim damages from any person on the ground of his having committed adultery with the wife of such petitioner, and his claim shall be heard and tried on the same principles, in the same manner, and subject to the same or the like rules and regulations as such abolished actions; and the damages to be recovered on such petition are, in all cases, to be ascertained by the verdict of a jury. In all these respects, therefore, this again is merely a change of name; and, in particular, the indecency caused by a public inquiry into matters of this description before a mixed audience is preserved to its full extent. The only real change is in the concluding clause of the 33rd section, which allows the Court to direct in what manner such damages shall be paid or applied, and to appropriate the whole or a part for the benefit of the children of the marriage (not of the *adulterous connection*), or as a provision for the maintenance of the wife. But even here, it would seem, that, in the absence of any such direction, the intention of the Act is, that the husband shall still be paid in money the sum which a jury shall assess as an equivalent for his dishonour.

By s. 21, a wife deserted by her husband may apply to a magistrate or to the divorce court for an order to protect any money or property she may acquire by her own lawful industry, and property which she may become possessed of, after such desertion, against her husband or his creditors, or any person claiming under him; and (such order being made) such earnings and property shall belong to the wife as if she were a feme sole. But the order must be registered at the district county court, and an application for its discharge may be made by the husband, creditor, or person claiming under the husband. If property so protected be nevertheless seized or held, the specific property, together with a sum double its value, may be recovered at the suit of the wife; and during such order of protection, she is to be, with regard to property and contracts, and suing and being sued, as if she had obtained a decree of judicial separation.

By s. 16, a judicial separation (equivalent to a former divorce *à mensâ et thoro*) is obtainable for adultery, or cruelty, or desertion without cause for two years and upwards. By s. 27, a dissolution of marriage (equivalent to a former divorce *à vinculo matrimonii*) is obtainable for adultery of the wife, or for adultery of the husband if coupled with incest or bigamy, or cruelty, such as without adultery would formerly have entitled the wife to a divorce *à mensâ et thoro;* or for rape or unnatural offence committed by the husband.

II.—*As to the Constitution of the Court for Divorce and Matrimonial Causes.*

By ss. 8, 9, the judges of the court are to be the Lord Chancellor, the chief justices, and the senior *puisne* judges for the time being of the superior common law courts, and the judge of the Court of Probate; but this last dignitary is to be called the *Judge Ordinary*, and may sit alone and determine all matters *except* petitions for dissolution, or for a sentence of nullity, of marriage, or applications for new trials of questions or issues before a jury, bills of exceptions, special verdicts, and special cases. All these, except the three last, must be determined by three or more of the judges of the court (one being the judge ordinary), and bills of exception, special verdicts, and special cases must be determined by the full court (s. 39).

During the temporary absence of the judge ordinary, the Master of the Rolls, the judge of the Admiralty, a lord justice, a vice-chancellor, or any of the common law judges may, by s. 11, be appointed by the Lord Chancellor to act as judge ordinary.

The Court is to sit in London or Middlesex, or elsewhere, as appointed by Order in Council. It is to have a seal of its own, and is to be attended by the registrars and other officers of the principal registry of the Court of Probate to assist in its proceedings.

Quite independently, however, of the new Divorce Court, the Act under discussion provides (by ss. 17, 18) that applications for restitution of conjugal rights, or for judicial separation, may be also made, by either husband or wife, to any judge of assize for the county in which the applicant is resident; and such restitution or separation may be by him decreed, and order for alimony (in case of an application by the wife) may be made. Such petition, however, may be referred by the judge to any of the Queen's counsel or serjeants-at-law named in the same commission of assize or Nisi Prius; and every order made by such judge, or by a person to whom the matter shall be referred by him, shall be entered as an order of the *court* (apparently of the new Divorce Court) and have the same force and effect as if it had originally been made by the Court, but may be reviewed, altered, or reversed by the judge ordinary.

III.—*As to those who may practise in the Divorce Court.*

By s. 15 all persons admitted to practise as advocates or proctors in any ecclesiastical court, and all barristers, attorneys, and solicitors entitled to practise in the superior courts at Westminster, may practise in the Court of Divorce and Matrimonial Causes. It is to be noticed that this enactment is much less specific in its terms than those on the same subject in the Probate Act; and it remains to be seen whether this is to be regarded as a blemish or as an improvement. There is no power given to advocates or proctors to practise in matters brought before a judge of assize under ss. 17, 18, or before a metropolitan police magistrate or justices at petty sessions under s. 21.

IV.—*As to the Course of Procedure.*

By s. 22, in all suits and proceedings *other than proceedings to dissolve any marriage*, the Court is to proceed and act and give relief on principles and rules conformable, in the opinion of the Court, to those which have hitherto obtained in the ecclesiastical courts; but by s. 53, a general power is given to the Court to make rules and regulations concerning its practice and procedure, which must, however, be laid before Parliament; and the practice, in a variety of particulars, referring chiefly to the trial of questions of fact, the manner of serving petitions, and the mode of taking and procuring evidence, are specifically laid down in the Act (see particularly ss. 36—50), and may be said, generally, to be formed on the model of proceedings in the superior courts, under the Common Law Procedure Acts of 1852, 1854.

V.—*As to Appeals.*

By s. 55 an appeal lies from the decision of the judge ordinary, of any matter which he may determine sitting alone, to the full court; and, by s. 56, the decision of the full court on any petition for dissolution of a marriage may be appealed against to the House of Lords. If a decree for dissolving a marriage shall be made, and no appeal be lodged, then, at the expiration of the time limited for appealing therefrom (or if such a decree shall, in the result of such appeal, be confirmed), the respective parties may marry again, as if the prior marriage had been dissolved by death. But no clergyman in holy orders, on being applied to to marry such persons in his church or chapel, shall be compelled to solemnise the marriage of any person whose former marriage shall have been dissolved on account of his or her adultery; though, on the other hand, the clergyman so refusing is to permit any *other* minister in holy orders, entitled to officiate within the diocese, to perform the marriage service in such church or chapel.

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ALPHABETICALLY ARRANGED UNDER THE SEVERAL COURTS OF BANKRUPTCY.

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PUBLIC GENERAL STATUTES, 1857.

20 VICTORIÆ.

[THE IMPORTANT STATUTES ONLY ARE SET OUT AT LENGTH.]

CAP. I.

An Act to amend the Act for limiting the Time of Service in the Royal Marine Forces. [9th March, 1857.

WHEREAS, by 10 & 11 Vict. c. 63, "For limiting the Time of Service in the Royal Marine Forces," it was enacted, that no person should be enlisted to serve in the Royal Marine Forces as a marine for a longer term than twelve years, to be reckoned from the day on which the recruit should have been attested, if he should have stated himself to be then of the age of eighteen years, or if not then from the day on which he would complete the age of eighteen years, to be reckoned according to the age stated in his attestation; and it was thereby also enacted, that any marine at any time during the last six months of the term of limited service for which he should have first engaged, or after the completion of such term, might, if approved by his commanding officer or other competent authority as a fit person to continue in her Majesty's service as a marine, be re-engaged to serve for the further term of twelve years in the Royal Marine Forces; and that any marine who should be ordered on foreign service, and who was within three years of the expiration of his first engagement, should be at liberty, with the approbation of his commanding officer, to re-engage, before he embarked for such foreign service, for such period as should complete a total service of twenty-four years: And whereas it is expedient that the Commissioners for executing the office of Lord High Admiral should be enabled to permit enlistment for such less terms as they may at any time or times deem expedient, and to authorise marines to re-engage for any terms within the limit of service prescribed by the said Act: Be it therefore enacted, &c., as follows:—

1. *Power to the Admiralty to prescribe terms for enlistment and re-engagement of Marines.*] Any person may be enlisted to serve in the Royal Marine Forces as a marine for any term not exceeding twelve years, to be reckoned as provided by the hereinbefore recited Act, as may be authorised by any order or orders of the said Commissioners in such behalf; and any marine may, subject to such approbation as in the said Act mentioned, re-engage for such term as may by any order or orders of the said Commissioners be authorised, provided the term for which he is so engaged, with the term of his service under his first enlistment, do not exceed the period of twenty-one years; and the forms of questions on enlistment in schedule A. to the hereinbefore recited Act, and the form of declaration in schedule B. to such Act, and the questions on enlistment and declaration to be made by a marine renewing his service in the schedule to the Marine Mutiny Act in force for the time being, may, when the occasion requires, be filled up with such term or number of years as may for the time being be authorised by such order or orders, instead of the term or number of years mentioned in the directions contained in such schedules.

2. *Recited Act and this Act to be read as one.*] The hereinbefore recited Act and this Act shall be read and construed together as one Act.

CAP. II.

An Act to facilitate the Appointment of Chief Constables for adjoining Counties, and to confirm Appointments of Chief Constables in certain cases. [9th March, 1857.

WHEREAS, by the 2 & 3 Vict. c. 93, "For the Establishment of County and District Constables by the Authority of Justices of the Peace," it is provided (s. 4) "that it shall be lawful to appoint the same chief constable for two or more adjoining counties or parts of counties, if the justices of such counties, in General or Quarter Session assembled, shall mutually agree to join in such appointment;" and whereas difficulties have arisen in certain cases, in giving effect to the said enactment: Be it enacted, &c., as follows:—

1. *Provision above recited repealed.*] So much of the 4th section of the said Act of the second and third years of her Majesty as is hereinbefore recited shall be repealed.

2. *Power to Justices to appoint a person to be Chief Constable, although he may hold a similar appointment in an adjoining county.*] It shall be lawful for the Justices of the Peace of any county, in General or Quarter Session assembled, subject to the provisions of the said Act, to appoint a person to be Chief Constable of their county or of part thereof, although he may hold or be appointed to the office or offices of Chief Constable of any adjoining county or counties, or part or parts of counties; provided, that the justices of each county, in General or Quarter Session assembled, shall declare their consent that the office in their appointment may be held by such person together with such other office or offices.

3. *Previous appointments of Chief Constables confirmed, and all acts done by them valid.*] And whereas doubts have arisen as to the validity of the appointment of Chief Constables in certain cases, every appointment heretofore made or expressed to be made by the justices of any county, in General or Quarter Session, of a Chief Constable for their county or part thereof, and all acts done under or with reference to every such appointment, either by the person appointed or by the justices of the county, or by any other persons whatsoever, shall be effectual and valid, notwithstanding any defect or informality in or in relation to such appointment; provided such appointment shall have been approved by one of her Majesty's principal Secretaries of State.

4. *Recited Act, 3 & 4 Vict. c. 88, 19 & 20 Vict. c. 69, and this Act, to be construed as one.*] The said Act of 2 & 3 Vict. c. 93, the Acts of 3 & 4 Vict. c. 88, and 19 & 20 Vict. c. 69, and this Act, shall be construed together as one Act.

CAP. III.

An Act to confirm certain Provisional Orders of the General Board of Health applying the Public Health Act, 1848, to the Districts of Ipswich, Oldbury, Stroud, Llangollen, and Dukinfield; and for altering the Constitution of the Local Board for the Main Sewerage District of Wisbech and Walsoken. [9th March, 1857.

CAP. IV.

An Act to enable the Subjects of the Ionian States to hold Military and Naval Commissions under the Crown. [9th March, 1857.

CAP. V.

An Act to authorise the Inclosure of certain Lands in pursuance of a Report of the Inclosure Commissioners for England and Wales. [21st March, 1857.

CAP. VI.

An Act to reduce the Rates of Duty on Profits arising from Property, Professions, Trades, and Offices. [21st March, 1857.

WHEREAS, under and by virtue of the several Acts now in force relating to the Income Tax, certain rates of duty have been granted for and in respect of all property, profits, and gains in the said Acts specified, and the aggregate amount of such rates chargeable for the year commencing from the 5th of April, 1857, is the rate of 1*s.* 4*d.* for every 20*s.* of the annual value or amount of all such property, profits, and gains respectively,

subject to certain deductions, abatements, and relief in the several cases in the said Acts specified: And whereas it is expedient to reduce the said rates of duty for the year commencing as aforesaid: Be it therefore enacted, &c., as follows:—

1. *Reduced rate of 7d. in the Pound to be charged for the year commencing from the 5th April, 1857.*] In lieu of the rates of duty chargeable under the several Acts in force relating to the Income Tax for the year commencing from the 5th of April, 1857, there shall be charged, raised, collected, and paid, for the use of her Majesty, her heirs and successors, for and in respect of all property, profits, and gains chargeable under the said several Acts, the reduced rate of 7*d.* for every 20*s.* of the annual value or amount of all such property, profits, and gains; subject to a further reduction of the rates now in force, in the same proportion that the rate of 7*d.* bears to the rate of 1*s.* 4*d.*, in the several cases mentioned or referred to in the 2nd section of the 18 Vict, c. 20:—Provided, nevertheless, that where under the last-mentioned enactment any person is now chargeable with the rate of 11½*d.* for every 20*s.* of his property, profits, and gains, he shall be chargeable, for the year commencing as aforesaid, at the rate of 5*d.* for every 20*s.* of his profits and gains.

CAP. VII.

An Act to indemnify such Persons in the United Kingdom as have omitted to qualify themselves for Offices and Employments, and to extend the Time limited for those Purposes respectively. [21st March, 1857.

CAP. VIII.

An Act to continue Appointments under the Act for consolidating the Copyhold and Inclosure Commissions, and for completing Proceedings under the Tithe Commutation Acts. [21st March, 1857.

CAP. IX.

An Act for settling and securing an Annuity on the Right Honourable Charles Shaw Lefevre, in Consideration of his eminent Services. [21st March, 1857.

CAP. X.

An Act to continue certain temporary Provisions concerning Ecclesiastical Jurisdiction in England. [21st March, 1857.

CAP. XI.

An Act to amend the Commissioners of Supply (Scotland) Act, 1856. [21st March, 1857.

CAP. XII.

An Act to amend an Act of the ninth year of King George the Fourth, chapter eighty-two, intituled An Act to make Provision for the Lighting, Cleansing, and Watching of Cities, Towns Corporate, and Market Towns in Ireland, in certain cases. [21st March, 1857.

CAP. XIII.

An Act for punishing Mutiny and Desertion, and for the better Payment of the Army and their Quarters. [21st March, 1857.

CAP. XIV.

An Act for the Regulation of her Majesty's Royal Marine Forces while on Shore. [21st March, 1857.

CAP. XV.

An Act for granting certain Duties of Customs on Tea, Sugar, and other Articles. [21st March, 1857.

CAP. XVI.

An Act to amend an Act of the last Session of Parliament, for repealing and re-imposing, under new Regulations, the Duty on Race-horses. [21st March, 1857.

CAP. XVII.

An Act for raising the Sum of Twenty-one Million forty-nine thousand seven hundred Pounds by Exchequer Bills, for the Service of the Year One thousand eight hundred and fifty-seven. [21st March, 1857.

CAP. XVIII.

An Act to continue the Act for charging the Maintenance of certain Paupers upon the Union Funds. [21st March, 1857.

CAP. XIX.

An Act to provide for the Relief of the Poor in Extra-parochial Places. [21st March, 1857.

WHEREAS it is desirable that provisions should be made for the relief of the poor in extra-parochial places, be it therefore enacted, &c., as follows:—

1. *All extra-parochial places, where no Poor-rate is levied, to be deemed Parishes for Relief of the Poor, &c., and Justices, having jurisdiction, to appoint Overseers.*] After the 31st of December, 1857, every place entered separately in the Report of the Registrar-General on the last Census which now is or is reputed to be extra-parochial, and wherein no rate is levied for the relief of the poor, shall for all the purposes of the assessment to the poor rate, the relief of the poor, the county, police, or borough rate, the burial of the dead, the removal of nuisances, the registration of parliamentary and municipal voters, and the registration of births and deaths, be deemed a parish for such purposes, and shall be designated by the name which is assigned to it in such report; and the justices of the peace having jurisdiction over such place, or over the greater part thereof, shall appoint overseers of the poor therein; and with respect to any other place being or reputed to be extra-parochial, and wherein no rate is levied for the relief of the poor, such justices may appoint overseers of the poor therein, notwithstanding anything contained in the 7 & 8 Vict. c. 101.

2. *One Overseer only may be appointed by the Justices.*] If in any extra-parochial place it shall appear to the justices that two overseers cannot conveniently be appointed from the inhabitant householders thereof, or are not required for such place, such justices may appoint one only; and if it shall appear to them that there is no such householder liable or fit to be appointed, they shall appoint some inhabitant householder of an adjoining parish willing to serve to be such overseer, either with or without an annual salary, such salary, if any, to be approved of by the Poor-law Board, and to be paid out of the poor-rate of such place; and such last-mentioned appointment shall enure until the usual time of the appointment of overseers, and may be renewed from year to year as long as the justices shall find necessary.

3. *Provision for the Inns of Court.*] In each of the places termed the Inner Temple, the Middle Temple, and Gray's-inn, the officer for the time being acting as the under-treasurer of such inn of court, and in the place termed Charterhouse, London, the registrar shall be the overseer of such place; and in default of any such officer, the justices having jurisdiction in such inns or place respectively shall appoint some inhabitant householder therein to be the overseer thereof for the then current year, and thenceforth from year to year so long as the office of under-treasurer or registrar shall be vacant; provided that such places shall not be liable to be added to any union or other district for the purposes aforesaid.

4. *Justices at the Quarter Sessions may, upon application, and with consent, annex any extra-parochial place to an adjoining Parish.*] If the owners and occupiers respectively of the land comprised in any extra-parochial place owning and occupying two-thirds in value at least of such land shall express their desire in writing, signed by such major part, that such place be comprised in or annexed to any parish for the purposes aforesaid, and such parish shall consent thereto, such consent to be expressed by a resolution of the vestry, after due notice, the justices of the peace in quarter sessions assembled, or the recorder of the borough if such place be situated within a borough subject to the jurisdiction of a recorder, may make an order for the annexation of such place to such parish, and thenceforth the same shall be deemed to be part of the said parish for all such purposes.

5. *Overseers may act as Guardians until there shall be Ratepayers qualified to elect.*] If any such place should be added to any union, the overseer or overseers thereof shall act as the guardian or guardians of such place at the Board of Guardians of such union until there shall be ratepayers thereof qualified to elect a guardian; provided that if the Poor-law Board should direct one guardian only to be appointed for any such place, and there shall be two overseers appointed for the same, the overseer first appointed, or whose name shall stand first in the warrant of appointment, shall act as such guardian, and in the case of his decease or incapacity during the year of office the other overseer shall thenceforth act as such guardian; provided also, that no such paid overseer as aforesaid shall be authorised to act as a guardian.

6. *All Powers, &c., of Overseers extended to Overseers appointed under this Act.*] The overseers or overseer appointed under the authority of this Act shall have all the powers, authorities, privileges, exemptions, and protections which overseers now or hereafter shall possess, and shall be subject to all the obligations, responsibilities, penalties, and consequences which overseers are now or may hereafter be liable to.

7. *Certain places excepted.*] Provided, that nothing above contained shall apply to any extra-parochial place in respect whereof there shall be any agreement with any parish as to the liability of such place to contribute to the poor-rate of such parish contained in any Act of Parliament.

8. *Provision for extra-parochial places adjoining Districts acting under Local Acts.*] Where there is any extra-parochial place contained in or adjoining to any district comprising any parish or parishes, in which district the relief of the poor is administered under the authority of a local Act, the Poor-law Board may, with the consent of the occupiers and owners of two-thirds in value of the land comprised in such place, and with the consent of the guardians acting in that district, by order direct such place to be added, for the purposes of administration of relief to the poor, to such district, upon such conditions and subject to such provisions and regulations as shall appear to them to be necessary for such purposes.

9. *Bishop may authorise Publication of Banns in Church or Chapel of the Church of England in extra-parochial place.*] Where any extra-parochial place has belonging to or within it any church or chapel of the Church of England, the Bishop of the diocese within which such church or chapel shall be locally situate may, if he think fit, authorise by writing under his hand and seal the publication of banns and the solemnisation of marriages by banns or license in such church or chapel of persons residing within such extra-parochial place, and such written authorisation shall be registered in the registry of the diocese.

10. *Provisions as to the keeping of Marriage Registers to extend to any Church or Chapel where Banns may be published.*] Provided always, that all provisions now in force or which may hereafter be established by law relative to providing and keeping marriage registers in any parish churches shall extend and be construed to extend to any church or chapel in which the publication of banns and solemnisation of marriages shall be so authorised as aforesaid, in the same manner as if the same were a parish church, and everything required by law to be done relative thereto by the churchwardens of any parish church, shall be done by the churchwarden or chapelwarden or other officer exercising analogous duties in such church or chapel, or if there shall be no such officer, then by such person as shall be appointed in that behalf by the Bishop of the diocese.

11. *Terms used in this Act.*] The words used in this Act shall be construed in the like manner as in the 4 & 5 Will. 4, c. 76; and the provisions contained therein, and in the subsequent Acts explaining and extending the same, and not repealed, shall, so far as they shall be consistent herewith, be extended to this Act.

CAP. XX.

An Act to apply a Sum out of the Consolidated Fund to the Service of the Year One thousand eight hundred and fifty-seven, and to appropriate the Supplies granted in this Session of Parliament. [21st March, 1857.

20 & 21 VICTORIÆ.

CAP. I.

An Act for the Amendment of the Cinque Ports Act. [26th June, 1857.

WHEREAS, by the 18 & 19 Vict. c. 48, intituled "An Act for the better Administration of Justice in the Cinque Ports," it was enacted (by the 5th section), that, from and after the granting of a charter of incorporation to certain parishes or places therein mentioned, amongst which was St. John the Baptist (called Margate), or any one of them, or any part thereof, certain Acts and portions of Acts therein mentioned should be and the same were thereby repealed, so far as the same concerned or affected the part comprised in such charter; and that from and after the date of such charter, no Court of Sessions to be holden for the town and port of Dover, nor any justices thereof, should have any jurisdiction or authority over or in respect of the district comprised in any such charter; and no such district shall be liable to any rate, cess, or impost to which the same or the inhabitants thereof would but for the now-reciting Act be liable as a member or liberty of Dover, save as thereinafter otherwise provided; and whereas the inhabitant householders of the town of Margate, being part of the said parish of St. John the Baptist, called Margate, have, in pursuance of the provisions of an Act (1 Vict. c. 78), intituled "An Act to amend an Act for the Regulation of Municipal Corporations in England and Wales," petitioned her Majesty to grant a charter of incorporation to the inhabitants of the said town of Margate, within the limits defined in the schedule to an order of the General Board of Health, bearing date the 3rd day of July, 1851, whereby, and by means of "The Public Health Supplemental Act, 1851, No. 2," the Public Health Act was applied to the said town; and whereas notice of such petition, and of the time when the same was ordered by her Majesty to be taken into consideration by her Privy Council, was duly published in the *London Gazette* one month, at least, before such petition was considered, as hereinafter mentioned; and whereas her Majesty's said Privy Council did proceed to consider the said petition, and having fully considered it, have advised her Majesty to grant a charter of incorporation to the inhabitants of the said town of Margate, within the district set forth in the said order of the General Board of Health; and whereas, if such charter as aforesaid be granted, the provisions of the said recited Act, with respect to the district comprised in such charter, will take effect, and thenceforward, and until the grant of a commission of the peace and quarter sessions of the peace for such district, inconveniences may arise, unless the said recited Act be amended; and whereas it is expedient that the said recited Act should be amended, Be it therefore enacted, &c., as follows:—

1. *Sect. 5 of recited Act not to apply to any District until her Majesty shall have granted a Commission of the Peace and a Court of Quarter Sessions thereto.*] The provisions contained in the 5th section of the said recited Act shall not apply or have any effect, with reference to any district comprised within any charter of incorporation to be granted to any parish or place mentioned in the said Act or any part thereof, unless and until her Majesty shall have granted a commission of the peace and a court of quarter sessions for the district comprised in any such charter, but on the grant of a commission of the peace and court of quarter sessions to any such district, the said provisions contained in s. 5 of the said recited Act shall thereupon take effect, and come into force, with respect to such district.

CAP. II.

An Act to enable her Majesty to settle an Annuity on her Royal Highness the Princess Royal. [26th June, 1857.

CAP. III.

An Act to amend the Act of the Sixteenth and Seventeenth Years of her Majesty, to substitute in certain cases other Punishment in lieu of Transportation [26th June, 1857.

WHEREAS, an Act (16 & 17 Vict. c. 99) was passed to substitute in certain cases other punishment in lieu of transportation; and it is expedient that such Act should be amended: Be it therefore enacted, &c., as follows:—

1. *Sects. 1, 2, 3, and 4 of recited Act repealed.*] Sects. 1, 2, 3, and 4 of the said Act shall be repealed.

2. *Sentence of Transportation abolished, and sentence of Penal Servitude substituted.*] After the commencement of this Act, no person shall be sentenced to Transportation; and any person who, if this Act and the said Act had not been passed, might have been sentenced to Transportation, shall, after the commencement of this Act, be liable to be sentenced to be kept in Penal Servitude for a term of the same duration as the term of Transportation to which such person would have been liable if the said Act and this Act had not been passed; and in every case where, at the discretion of the Court, one of any two or more terms of Transportation might have been awarded, the Court shall have the like discretion to award one of any two or more of the terms of Penal Servitude which are hereby authorised to be awarded instead of such terms of Transportation; provided always, that any person who might at the discretion of the Court have been sentenced either to Transportation for any term or to any period of imprisonment, shall be liable, at the discretion of the court, to be sentenced either to Penal Servitude for the same term, or to the same period of imprisonment; and in any case in which before the passing of the said Act sentence of seven years' Transportation might have been passed, it shall be lawful for the Court, in its discretion, to pass a sentence of Penal Servitude of not less than three years.

3. *Provisions of Acts concerning Transported Offenders to apply to Offenders under sentence of Penal Servitude.*] And whereas the provisions applicable to persons under sentence of Transportation extend to persons under sentence of Penal Servitude conveyed to parts beyond the seas in those cases only where they are conveyed to and kept in places of con-

finement appointed under the said Act or the Act of the 5 Geo. 4, c. 84, and it is expedient to extend the said provisions to other cases:—Any person now or hereafter under sentence or order of Penal Servitude may, during the term of the sentence or order, be conveyed to any place or places beyond the seas to which offenders under sentence or order of Transportation may be conveyed, or to any place or places beyond the seas which may be hereafter appointed as herein mentioned; and all Acts and provisions now applicable to and for the removal and transportation of offenders under sentence or order of Transportation to and from any places beyond the seas, and concerning their custody, management, and control, and the property in their services, and the punishment of such offenders if at large without lawful cause before the expiration of their sentence, and all other provisions now applicable to and in the case of persons under sentence or order of Transportation shall apply to and in the case of persons under sentence or order of Penal Servitude, as if they were persons under sentence or order of Transportation.

4. *Existing power to appoint places of Transportation to be applicable for the purposes of this Act.*] The provisions and powers of the said Act of 5 Geo. 4, authorising the appointment (by her Majesty, with the advice of her Privy Council) of any place or places beyond the seas to which felons and other offenders under sentence or order of Transportation shall be conveyed, and all other powers of her Majesty, or the Lord Lieutenant or Chief Governor or Governers of Ireland, for the like purpose, shall extend and be applicable to and for the appointment of any place or places beyond the seas to which offenders under sentence or order of Penal Servitude may be conveyed, as herein provided.

5. *Magistrates may recommit Convicts whose Licences are revoked to Penal Servitude in any Convict Prison.*] And whereas by the said Act of 16 & 17 Vict. it is provided, that any convict whose licence is revoked shall be recommitted to the prison or place of confinement from which he was released by virtue of the said licence: Be it enacted, that, from and after the passing of this Act, any such convict may be recommitted by the magistrate issuing his warrant in that behalf, either to the prison from which he was released by virtue of his licence, or to any other prison in which convicts under sentence of Penal Servitude may be lawfully confined.

6. *All Enactments referring to Transportation to have reference to Penal Servitude.*] Where in any enactment now in force the expression "any crime punishable with Transportation," or "any crime punishable by law with Transportation," or any expression of the like import is used, the enactment shall be construed and take effect as applicable also to any crime punishable with Penal Servitude.

7. *Recited Act and this to be read as one.*] The said Act of 16 & 17 Vict. and this Act shall be read and construed together as one Act.

8. *Commencement of Act.*] This Act shall commence on 1st of July, 1857.

CAP. IV.

An Act to apply the Sum of Eight Millions out of the Consolidated Fund to the Service of the Year 1857. [3rd July, 1857.

CAP. V.

An Act to continue the Act for extending for a limited Time the Provision for Abatement of Income Tax in respect of Insurance on Lives. [3rd July, 1857.

CAP. VI.

An Act to alter the Constitution and amend the Procedure of the Court of Exchequer Chamber in Ireland. 3rd July, 1857.

CAP. VII.

An Act to revive and amend certain Acts relating to the Collection of County Cess in Ireland; and also to provide for the Appointment, in certain cases, of Collectors to levy the Charges and Expenses of additional Constabulary appointed under the Act 19 *&* 20 *Vict. c.* 36. [3rd July, 1857.

CAP. VIII.

An Act to amend the Act 17 *&* 18 *Vict. c.* 11, *with a view to the Abolition of Ministers' Money in Ireland.* [3rd July, 1857.

CAP. IX.

An Act to confirm certain Provisional Orders made under an Act of the Fifteenth Year of her present Majesty, to facilitate Arrangements for the Relief of Turnpike Trusts. [13th July, 1857.

CAP. X.

An Act to amend the Charter of Incorporation granted to the Borough of Hanley in the County of Stafford. [13th July, 1857.

CAP. XI.

An Act to Amend "The Militia (Ireland) Act, 1854." [13th July, 1857.

CAP. XII.

An Act to carry into effect a Convention between her Majesty and the King of Denmark. [13th July, 1857.

CAP. XIII.

An Act to facilitate the Procuring of Sites for Workhouses in certain cases. [13th July, 1857.

WHEREAS it is provided by 5 & 6 Will. 4, c. 69, that any ecclesiastical corporation sole may dispose of, by way of absolute sale, or in exchange for any messuages, lands, or other hereditaments, any lands or buildings for the purpose of the same being used as or converted into a Workhouse, or of being occupied with a Workhouse, or for any other purpose relating to the relief of the poor which the Poor-law Commissioners might approve of, and to convey the same, and the fee simple and inheritance thereof, unto the guardians of any union or parish, or their successors, and to accept from and give to such guardians any moneys by way of equality of exchange; and whereas difficulty has arisen in carrying this provision into execution where the person who constitutes any ecclesiastical corporation sole is insane, and it is expedient to provide a remedy for such cases, Be it therefore enacted, &c., as follows:—

1. *Provision for the Acquisition of Sites for a Workhouse when the Land belongs to an Ecclesiastical Corporation Sole unsound in Mind.*] If the guardians of any union or parish, or the managers of any school district, shall be desirous of purchasing or of exchanging for the purposes mentioned in the said Act, or in any Act incorporated therewith or extending or explaining the same, any land or building belonging to any ecclesiastical corporation sole, and the person for the time being entitled to such land or building by virtue of his office shall be found upon a commission issued by the Lord Chancellor intrusted as in the Act of 16 & 17 Vict. c. 70, to be insane, it shall be competent for such guardians or managers to petition the said Lord Chancellor, intrusted as aforesaid, for leave to purchase or exchange any such land or buildings so belonging to such corporation sole, and upon such petition the said Lord Chancellor may make such order as shall seem to him to be proper; and if he shall see fit to authorise the sale or exchange of any land or building, the same shall, on behalf of such corporation sole, be conveyed to or received in exchange from such guardians or managers, as the case may be (with the consent of the ordinary having jurisdiction over such corporation sole, and with such further consents if necessary as are hereinafter mentioned), by such person as the said Lord Chancellor shall by order appoint, and the purchase-money or the money to be received for equality of exchange on behalf of such corporation sole shall (except as hereinafter mentioned) be paid into the Bank of England, in the name and with the privity of the Accountant-General of the Court of Chancery, to be placed to his account to the credit of the said corporation sole, and thenceforth all proceedings authorised by the 2nd section of the said hereinbefore first-mentioned Act shall be applicable to such sum of money paid to the account of the said Accountant-General.

2. *Certain Consents to be obtained to the Acquisition.*] Provided nevertheless, that if the said corporation sole shall be the incumbent of any benefice, the consent of the patron of the said benefice shall be necessary to perfect and complete such sale or exchange as aforesaid; and if the said land or building so to be sold or exchanged as aforesaid or any part thereof shall have been purchased by the Governors of the Bounty of Queen Anne for the augmentation of the maintenance of the poor clergy, or have been otherwise appropriated or annexed by or with the consent, concurrence, or direction of the said Governors to the said benefice for the augmentation thereof, the consent of the said Governors shall be necessary to perfect and complete such sale or exchange as aforesaid, and in either of such cases the said purchase-money, or the money to be received for equality of exchange as aforesaid, shall be paid to the said Governors, and the receipt of the treasurer for the time being of the said Governors shall be sufficient discharge for the said moneys, or for so much thereof as in such receipt shall be expressed to be received; and all the moneys to arise from such purchase or exchange as aforesaid shall (subject to any stipulation or agreement which the said Governors

in their discretion may think proper to make for payment thereout of the costs and expenses of such sale or exchange) be appropriated by the said Governors to the particular benefice to which the said land or building comprised in such sale or exchange shall have previously belonged, and shall be applicable and disposable by them, for the benefit and augmentation of such benefice, in such and the same manner, and with such and the same powers of investment and other powers or authorities in all respects according to the rules and regulations of the said Governors for the time being, as if the said moneys or the stocks or funds which might be purchased therewith were then originally appropriated by the said Governors to such benefice out of the general funds and profits of the said Governors, or otherwise for the benefit and augmentation thereof.

3. *Application of Dividends or Annual Income until Investment.*] Until the said purchase money or the money so to be paid for equality of exchange as aforesaid shall have been reinvested in the purchase of land, tithes, or other hereditaments for the benefit of the said corporation sole, the interest, dividends, or annual income from time to time accruing thereon shall be applied in like manner as the rents and profits of the land or building so purchased or exchanged would have been applicable if the same land or building had not been purchased or exchanged; and the said Lord Chancellor may make such order or orders from time to time as may be requisite for the purpose of such application.

4. *How Consent of Patron, &c., to be given.*] The consent of the said ordinary, patron, and Governors hereby required shall be testified by the said ordinary, patron, and Governors respectively executing the deed or other assurance by which the land or building sold or exchanged shall be conveyed or assured, except that in the case of any land or building of copyhold or customary tenure which shall be conveyed or assured by surrender, such consent shall be testified by any writing under the corporate seal, or the hand and seal, as the case may be, of each of the consenting parties; which writing, if produced to the lord or steward of the manor of which the said land or building shall be holden, shall be a sufficient authority to such lord or steward for accepting from the person so appointed or ordered to convey as aforesaid a surrender of the same land and building, and such writing shall be entered, with the surrender, upon the court rolls of the said manor.

5. *Provision where the Right of Patronage is in the Crown, the Duke of Cornwall, or in Persons under Disability.*] In any case where upon the sale of any such land or building as aforesaid belonging to any benefice the patronage of the said benefice shall be in the Crown, or the advowson and right of patronage of such benefice shall be part of the possessions of the Duchy of Cornwall, or the patron of such benefice shall be a minor, idiot, lunatic, or feme covert, the consent required by this Act on the part of the patron of such benefice shall be testified by the execution of such deed or assurance or other writing as aforesaid by such and the same persons as by the 1 & 2 Vict. c. 23, intituled "An Act to amend the Law for providing fit Houses for the Beneficed Clergy," are in like cases directed or authorised to testify the consent of the patron to the exercise of the several powers given by the said last-mentioned Act, or by certain other Acts therein mentioned or referred to, and in all other cases the consent required by this Act on the part of the patron of any benefice shall be given by the person or persons who would be entitled to present, nominate, or collate to such benefice in case the same were actually vacant at the time of giving such consent.

6. *Interpretation of the Word "Benefice."*] In the construction of this Act the word "benefice" shall be taken to extend to and comprise all rectories with cure of souls, vicarages, perpetual curacies, and chapelries, the incumbents of which respectively shall in right thereof be corporations sole.

7. *Provisions of 7 Will. 4, and 1 Vict. c. 50, and Interpretation of Terms in 4 & 5 Will. 4, c. 76, and 16 & 17 Vict. c. 70, to apply.*] The provisions of the 1 Vict. c. 50, shall be applicable to this Act, and the several terms herein used shall be construed as in the 109th section of the 4 & 5 Will. 4, c. 76, and as in the 16 & 17 Vict. c. 70, respectively.

CAP. XIV.

An Act to amend the Joint-Stock Companies Act, 1856.

[13th July, 1857.

WHEREAS it is expedient that further provision should be made for the incorporation and regulation of Joint-Stock Companies, and that for that purpose the Joint-Stock Companies Act, 1856, should be amended: Be it therefore enacted, &c., as follows:—

PRELIMINARY.

1. *Short Title of Act.*] This Act may be cited for all purposes as "The Joint-Stock Companies Act, 1857."

2. *Definition of Principal Act and Joint-Stock Companies Acts.*] "The Joint-Stock Companies Act, 1856," hereinafter called "the Principal Act," and this Act, shall, so far as is consistent with the context and objects of such Acts, be construed as one Act; and this Act and the Principal Act may be cited together for all purposes as "The Joint-Stock Companies Acts, 1856, 1857."

REGISTRY (PART I. OF PRINCIPAL ACT).

3. *Penalty on Partnerships exceeding a certain Number.*] The 4th section of the Principal Act shall be repealed, and in lieu thereof be it enacted as follows: If after the passing of this Act more than twenty persons carry on, in partnership, any trade or business, having for its object the procurement of gain to the partnership, then, unless such persons are included within one or more of the classes following (that is to say)—

(1) Are registered as a company under the Principal Act;
(2) Are a company incorporated or otherwise legally constituted by or in pursuance of some Act of Parliament, royal charter, or letters patent; or,
(3) Are engaged in working mines within and subject to the jurisdiction of the stannaries;

each one of the persons so carrying on business in partnership together contrary to this provision shall be severally liable for the payment of the whole debts of the partnership, and may be sued for the same without the joinder in the action or suit of any other member of the partnership.

4. *The Registrar to give Certificate of Incorporation.*] The registrar shall on payment of five shillings issue a certificate of incorporation of any company to any person applying for the same, and such certificate shall be admissible in evidence in like manner as the certificate of incorporation directed to be given by the Principal Act.

REGISTER OF SHAREHOLDERS (PART I. OF PRINCIPAL ACT).

5. *Power of Limited Company to convert paid-up Shares into Stock.*] Any limited company may by special resolution convert into stock any shares which have been fully paid-up; and upon such conversion being made all the provisions of the Principal Act or of this Act which require or imply that the capital of the company is divided into shares of any fixed amount, and distinguished by numbers, and all the provisions of the Principal Act that require the company to keep a register of shareholders, or to make an annual list of shareholders in the register, shall cease as to so much of the capital as has been so converted into stock.

6. *Company to give Notice of Conversion of Capital into Stock.*] Any company that has converted any portion of its capital into stock shall give notice of such conversion, specifying the shares so converted, to the registrar of Joint Stock-Companies, within fifteen days from the date of the last of the meetings at which the resolution was passed by which such conversion was authorised, and the Registrar shall forthwith record the fact of such conversion: if such notice is not given within the period aforesaid, the company shall incur a penalty not exceeding five pounds for every day during which such neglect to give notice continues.

7. *Register of Holders of Stock.*] Any company that has converted any portion of its capital into stock shall keep at the registered office of the company a register of the names and addresses of the persons for the time being entitled to such stock, and such register shall be open to inspection in the manner and subject to the penalties in and subject to which the register of shareholders is by the Principal Act directed to be kept open.

8. *Remedy for improper Entry or Omission of Entry in Register of Stock.*] If the name of any person is without sufficient cause entered or omitted to be entered in the register of stock of any company, such person, or any holder of stock in the company, may apply to have the register rectified in manner directed by the 25th section of the Principal Act.

9. *Power of Court under 25th Section of Principal Act to decide on disputed Questions.*] The Court may in any proceeding under the 25th section of the Principal Act decide on any question relating to the title of any person who is a party to such proceeding, to have his name entered in or erased from the register, whether such question arises between two or more

holders or alleged holders of shares or stock, or between any holders or alleged holders of shares or stock and the company, and generally the Court may in any such proceeding decide any question that it may be necessary or expedient to decide for the rectification of the register.

10. *Penalty on not forwarding Copies of Memorandum, &c., to Shareholders.*] If any company makes default in forwarding copies of the memorandum of association and articles of association to shareholders, in pursuance of s. 27 of the Principal Act, the company so making default shall for each offence incur a penalty not exceeding £1.

WINDING-UP BY COURT (PART III. OF PRINCIPAL ACT).

11. *Power to arrest Shareholder about to abscond or to remove or conceal any of his Property.*] Where an order has been made for winding up a company under the Third Part of the Principal Act, if upon the application of the official liquidator it appears to the Court having jurisdiction in the matter of such winding-up that there is probable cause for believing that any contributory to such company is about to quit the United Kingdom, or otherwise abscond, or to remove or conceal any of his goods or chattels, for the purpose of evading payment of calls, or for avoiding examination in respect of the affairs of the company, the Court may, by warrant directed to such person or persons as it thinks fit, cause such contributory to be arrested, and his books, papers, moneys, securities for moneys, goods, and chattels, to be seized, and him and them to be safely kept until such time as the Court may order.

12. *Arrested Shareholder may apply to Court for his Discharge.*] Any contributory who has been arrested or whose goods or chattels have been seized under any such warrant as aforesaid may, at any time after such arrest or seizure, apply to the Court that issued the warrant to discharge him from custody, or to direct the delivery to him of any books, papers, moneys, securities for money, goods or chattels, that may have been seized; and the Court shall take such application into consideration, and shall make such order thereon as it thinks just.

13. *Calls under Third Part of Principal Act to be Specialty Debt.*] All calls that are authorised by the Third Part of the Principal Act to be made on a contributory, in the event of the company to which he belongs being wound up by the Court or voluntarily, shall be deemed in England and Ireland to be specialty debts due from such contributory to the company.

OFFICIAL LIQUIDATORS (PART III. OF PRINCIPAL ACT).

14. *Proviso as to Appointment of Liquidators by Courts other than Court of Bankruptcy.*] In cases within the jurisdiction of the Court of Chancery in England or Ireland, or of the Court of Session in Scotland, or of the Court of the Stannaries, the Court having jurisdiction shall, in the appointment of an official liquidator or official liquidators, consult the interests of both the creditors and contributories, and hear such creditors or contributories as it thinks fit to hear with respect to such appointment. It may, unless both the creditors and contributories concur in the appointment of a single liquidator, appoint one or more liquidator or liquidators to act on behalf of each of such parties. It may declare, that, in case of difference, any act may be done by a majority of liquidators; or it may require the liquidators in all cases of difference to apply to the Court. It may do anything hereby authorised to be done, either upon the first appointment of a liquidator, or at any subsequent stage of the winding-up; but, notwithstanding anything herein contained, it shall not be obligatory on the Court to appoint more than one liquidator, if in its discretion it thinks that such appointment will be most conducive to justice.

15. *Provision as to Appointment of Liquidators by Court of Bankruptcy.*] In cases within the jurisdiction of any Court of Bankruptcy the official assignee shall, where a liquidator is appointed by the creditors, be considered as appointed as the representative of the contributories, and where a liquidator is appointed by the contributories be considered as appointed as the representative of the creditors.

16. *Extension of Power to compromise Debts.*] The power of compromising debts and claims given by the Principal Act to the liquidators therein mentioned shall be deemed to extend to the compromise of any calls or debts due from any contributory or alleged contributory to the company on receipt of a smaller sum in lieu of a greater, or upon such terms as may be agreed upon, with power to the liquidators to take any security for any calls or debts so due, and to give effectual discharges on completion of such compromise, subject to this proviso, that no such compromise shall be made by any official liquidator except with the sanction of the Court, and, after giving such notice to creditors, and subject to such conditions as to obtaining the consent of creditors, or any portion of them, as the Court may direct, and that no such compromise shall be made by the liquidators appointed on the voluntary winding-up of a company, except with the sanction of a special resolution.

17. *Power for Liquidators to accept Shares as a Consideration for Sale of Property of Company.*] Where a company is being wound up voluntarily, and the whole or a portion of its property is about to be sold to another company, registered under this Act, the liquidators of the first-mentioned company may, with the sanction of a special resolution of the company by whom they were appointed, receive, in compensation or part compensation for such sale, shares in such other company, for the purpose of distribution amongst the shareholders of the company being wound up, or may enter into any other arrangement whereby the shareholders of the company being wound up may, in lieu of receiving cash or shares, or in addition thereto, participate in the profits of or receive any other benefit from the purchasing company; and any sale made or arrangement entered into by the liquidators in pursuance of this section shall be binding on the shareholders of the company being wound up, subject to this proviso, that if any shareholder in the company being wound up who has not voted in favour of the special resolution passed by his company at either of the meetings held for passing the same expresses his dissent from any such special resolution, in writing addressed to the liquidators or one of them, and left at the registered office of the company, not later than seven days after the date of the last of the meetings at which such special resolution was passed, such dissentient shareholder may require the liquidators to do such one of the following things as they may prefer—that is to say, either to abstain from carrying such resolution into effect, or to purchase the shares held by the dissentient shareholders or shareholder, at such price as may be agreed upon or settled by arbitration, such purchase money to be paid before the company is dissolved, and to be raised by the liquidators in such manner as may be determined by special resolution.

18. *Power of Liquidators to call General Meeting.*] In the case of a company being wound up voluntarily, the liquidators may, from time to time, during the continuance of such winding-up, summon general meetings of the company for the purpose of obtaining the sanction of the company by a special resolution, or for such other purposes as they think fit.

19. *Power of Court to adopt Proceedings of voluntary Winding-up.*] Where a company is in course of being wound up voluntarily, and proceedings are taken for the purpose of having the same wound up by the Court, the Court may, if it thinks fit, notwithstanding that it makes an order directing the company to be wound up by the Court, provide in such order, or in any other order, for the adoption of all or any of the proceedings taken in the course of the voluntary winding-up. It may also, instead of making an order that the company should be altogether wound up by the Court, direct that the voluntary winding-up should continue, but subject to such supervision of the Court, and with such liberty for creditors, contributories, or others to apply to the Court, and generally upon such terms and subject to such conditions as the Court thinks just.

20. *Penalty on Liquidators not reporting Dissolution of Company to Registrar.*] If the liquidators make default in reporting to the Registrar, in the case of a company being wound up by the Court, the decree declaring the company to be dissolved, and, in the case of a company being wound up voluntarily, the resolution declaring the company to have been fairly wound up, they shall be liable to a penalty not exceeding £5 for every day during which they are so in default, and moreover shall not, while so in default, be entitled to recover any compensation for their services as liquidators.

21. *Remedy for Liquidators having in their Hands undistributed Assets of the Company.*] If, at the expiration of twelve months from the date of the dissolution of any company that has been wound up, there remain in the hands of the liquidators any money, shares, or other property which they have been unable, by reason of the absence or death of any persons entitled thereto, or for any other reason, to distribute amongst the parties so entitled, the liquidators shall be deemed to be trustees of such moneys, shares, or other property, within the meaning of the 11 Vict. c. 96, intituled "An Act for better securing Trust Funds, and for the Relief of Trustees," and of any Act amending the same, and may pay or transfer such moneys, shares, or other property into the Court of Chancery accordingly.

ALTERATION OF FORMS (PART III. OF PRINCIPAL ACT).

22. *Proviso as to Alterations in Table B.*] No alteration made by the Board of Trade in the Table marked B. contained in the Schedule to the Principal Act shall affect any company registered prior to the date of such alteration, or repeal, as respects such company, any portion of such Table, unless such alteration is adopted by special resolution.

REPEAL (PART V. OF PRINCIPAL ACT).

23. *Repeal of s.* 107 *of the Principal Act.*] The 107th section of the Principal Act shall be repealed, and in lieu thereof be it enacted, that—(1) The 8 Vict. c. 110, intituled "An Act for the Registration, Incorporation, and Regulation of Joint-Stock Companies;" and (2) The 11 Vict. c. 78, intituled "An Act to amend an Act for the Registration, Incorporation, and Regulation of Joint-Stock Companies;" and (3) "The Limited Liability Act, 1855," shall be deemed to have been and still to remain unrepealed as to any company completely registered which has not obtained registration under the Principal Act, until such time as such company obtains registration under the Joint-Stock Companies Acts, 1856, 1857, but from and after such time, and not before, shall be repealed as to such last-mentioned company; and, subject as aforesaid, all the Acts mentioned in this section shall be repealed.

COSTS BY LIMITED COMPANIES.

24. *Provision as to Costs in Actions brought by certain Limited Companies.*] Where a limited company is plaintiff or pursuer in any action, suit, or other legal proceeding, any judge having jurisdiction in the matter may, if it be proved to his satisfaction that there is reason to believe that if the defendant be successful in his defence the assets of the company will be insufficient to pay his costs, require sufficient security to be given for such costs, and may stay all proceedings until such security be given.

TEMPORARY PROVISIONS (PART V. OF PRINCIPAL ACT).

25. *Provisions as to Companies completely Registered under 7 & 8 Vict. c.* 110.] Where any company completely registered under the said Act 8 Vict. c. 110, has obtained registration under the Principal Act after 3rd of November, 1856, but before the passing of this Act, such registration shall be as effectual to all intents as if it had taken place on or before the said 3rd of November, 1856.

26. *Repeal of s.* 110 *of Principal Act.*] The 110th section of the Principal Act shall be repealed.

27. *Time within which completely Registered Companies are required to register.*] Every company completely registered under the said Act 8 Vict. c. 110, including any company that has obtained a certificate of complete registration under "The Limited Liability Act, 1855," but excluding any company formed for the purpose of insurance, shall, if it has not already registered under the Principal Act, register under the Joint-Stock Companies Acts, 1856, 1857, on or before the 2nd of November, 1857, or incur such penalty as is hereinafter mentioned.

28. *Penalty on Company not registering.*] If any company hereby required to register under the Joint-Stock Companies Acts makes default in registering on or before the said 2nd of November, 1857, then, from and after such day until the day on which such company is registered under the Joint-Stock Companies Acts, 1856, 1857, the following consequences shall ensue (that is to say)—(1) The company shall be incapable of suing either at law or in equity, but shall not be incapable of being made a defendant to a suit either at law or in equity; (2) No dividend shall be payable; (3) Each director or manager of the company shall for each day during which the company is in default incur a penalty of £5, and such penalty may be recovered by any person, and be applied by him to his own use: nevertheless such default shall not render the company so being in default illegal, nor subject it to any penalty or disability other than as specified in this section.

29. *Power for Companies to register at their Discretion.*] Every company consisting of seven or more shareholders, having a capital of fixed amount, divided into shares, also of fixed amount, duly constituted by law prior to the passing of this Act, and not being a company hereby required to be registered, may at any time hereafter, upon compliance with the provisions of the Joint-Stock Companies Acts, 1856, 1857, register itself as a company under such Acts, with or without limited liability; subject to this proviso, that no company shall be registered as a limited company unless either the liability of the shareholders is already limited to the amount of the unpaid calls on their shares, or an assent to its being so registered has been given by three-fourths in number and value of such of its shareholders as may have been present, personally or by proxy, in cases where proxies are allowed by the regulations of the company at some general meeting summoned for that purpose.

30. *Power for existing Company to register Amount of Stock instead of Shares.*] Where an existing company, authorised to register under the Joint-Stock Companies Acts, 1856, 1857, has had the whole or any portion of its capital converted into stock, such company shall, as to the capital so converted, instead of delivering to the Registrar the statement of capital and shares required by the Principal Act, deliver to the Registrar a statement of the amount of stock belonging to the company, and the names of the persons who were holders of such stock, on some day to be named in the statement, not more than six days before the day of registration.

31. *Provision as to List of Shareholders required by s.* 111 *of Principal Act.*] The list of shareholders required by s. 111 of the Principal Act to be delivered to the Registrar need not be made up to the day of the registration of the company, but may be made up to any day not more than six days before such day of registration.

32. *Exemption of certain Companies from Payment of Fees.*] No fees shall be charged in respect of the registration under the Joint-Stock Companies Acts, 1856, 1857, of any company existing at the date of this Act, and required or authorised to be registered by the said Joint-Stock Companies Acts, or either of them, in cases where such company is not registered as a limited company, or where, previously to its being registered as a limited company, the liability of the shareholders was limited by some other Act of Parliament or by letters patent.

33. *Grant of Certificate of Registration, and Effect thereof.*] The 113th section of the Principal Act shall be repealed; and in lieu thereof be it enacted as follows:—Upon compliance with the requisitions of the Joint-Stock Companies Acts, 1856, 1857, respecting registration, the Registrar of Joint-Stock Companies shall certify under his hand that the company applying for registration is incorporated as a company under the Joint-Stock Companies Acts, 1856, 1857, and in the case of a limited company that it is limited, and thereupon such company shall be incorporated accordingly; and all provisions contained in any Act of Parliament, deed of settlement, letters patent, or other instrument constituting or regulating any company that has been registered under the provisions of the said 113th section, or any company that may hereafter be registered under this section, shall be deemed to be regulations of the company, in the same manner as if they were contained in a registered memorandum of association and articles of association; and all the provisions of the Joint-Stock Companies Acts, 1856, 1857, shall apply to such company, in the same manner in all respects as if it had been originally incorporated under such Acts, subject to the reservation in favour of creditors contained in the Principal Act, and to the following provisoes:—(1) That Table B. shall not, unless adopted by special resolution, apply to any such company as is mentioned in this section. (2) That no company shall have power to alter any provision contained in any Act of Parliament relating to the company. (3) That no company shall have power, without the sanction of the Board of Trade, to alter any provision contained in any letters patent relating to the company. (4) That nothing herein contained shall authorise any company to alter any such provisions contained in any deed of settlement, letters patent, or other instrument constituting or regulating the company, as would, if such company had originally been incorporated under the Joint-Stock Companies Acts, 1856, 1857, have been contained in the memorandum of association, and are not authorised to be altered by such last-mentioned Acts. But nothing herein contained shall derogate from any power of altering its constitution or regulations which may be vested in any existing company by virtue of any such Act of Parliament, deed of settlement, letters patent, or other instrument constituting or regulating the company. Moreover, the repeal of the said 113th section of the Principal Act shall not affect any right acquired under the section so repealed.

CAP. XV.

An Act to amend the Act of 6 & 7 Will. 4, *c.* 116, *for consolidating and amending the Laws relating to the Presentment of Public Money by Grand Juries in Ireland.* [27th July, 1857.

CAP. XVI.

An Act to discontinue the taking of Toll on the Turnpike Roads now existing in Ireland, and to provide for the Maintenance of

such Roads as public Roads, and for the Discharge of the Debts due thereon, and for other Purposes relating thereto.
[27th July, 1857.

CAP. XVII.

An Act to amend the 11 *&* 12 *Vict. c.* 72, *so far as relates to the Distribution of the Constabulary Force in Ireland.*
[27th July, 1857.

CAP. XVIII.

An Act to regulate Procedure in the Bill Chamber in Scotland.
[10th August, 1857.

CAP. XIX.

An Act to remove Doubts as to the Law of Bankruptcy and Real Securities in Scotland. [10th August, 1857.

CAP. XX.

An Act to authorise the Inclosure of certain Lands in pursuance of a Special Report of the Inclosure Commissioners for England and Wales. [10th August, 1857.

CAP. XXI.

An Act to suspend the making of Lists and the Ballots for the Militia of the United Kingdom. [10th August, 1857.

CAP. XXII.

An Act to apply the Public Health Act, 1848, *to the Parish of Aldershot, and to constitute a Local Board of Health therein.*
[10th August, 1857.

CAP. XXIII.

An Act to authorise the Commissioners of Public Works in Ireland to sell Mill Sites and Water Power, notwithstanding Final Award, in any Drainage or Navigation District.
[10th August, 1857.

CAP. XXIV.

An Act to continue certain Turnpike Acts in Great Britain.
[10th August, 1857.

CAP. XXV.

An Act to continue the Powers of the Commissioners under an Act of the 17*th &* 18*th Years of her Majesty, concerning the University of Oxford and the College of St. Mary Winchester, and further to amend the said Act.* [10th August, 1857.

WHEREAS an Act was passed, 17 & 18 Vict. c. 81, "To make further provision for the good Government and Extension of the University of Oxford, of the Colleges therein, and of the College of St. Mary Winchester," and the said Act has been amended by 19 & 20 Vict. c. 31: And whereas by the first-recited Act it was provided that the powers thereby conferred on the Commissioners for the purposes of that Act should be in force until the 1st of January, 1857, and that it should be lawful for her Majesty, if she should think fit, by and with the advice of her Privy Council, to continue the same until the 1st of January, 1858, and no longer: And whereas her Majesty, by and with the advice of her Privy Council, has continued the said powers until the 1st of January, 1858: And whereas it is expedient that the said powers should be further continued, and that the said first-recited Act should be amended as hereinafter mentioned: Be it enacted, &c., as follows:—

1. *Powers of the Commissioners continued until* 1*st July*, 1858.] The powers conferred on the Commissioners by the first-recited Act, as extended by the secondly-recited Act and this Act, shall continue until the 1st of July, 1858; and all powers, which under the said recited Acts respectively might have been exercised by colleges or other bodies or persons during the continuance of the powers of the Commissioners under the first-recited Act, shall continue and may be exercised until the said 1st day of July, 1858.

2. *The Foundation of Mr. John Michel may be consolidated with the old Foundation of Queen's College.*] It shall be lawful for the Commissioners under the said Act of the 17 & 18 Vict. to frame such ordinance or ordinances as may appear to them expedient for consolidating the foundation of John Michel, Esq., in the Queen's College in the said university with the foundation of Robert de Eglesfield, commonly called the Old Foundation, in the said college, and for vesting the endowments, lands, advowsons, and real and personal property vested in the visitors of the said foundation of John Michel, or otherwise held for the benefit of such foundation, in the provost and scholars of the said Queen's College, and for placing the foundation so consolidated under the visitorship of the Lord Archbishop of York, the present visitor of the old foundation of the said Queen's College, and for providing for the discharge of the duties of the visitors of the foundation of John Michel as towards the existing fellows, scholars, and exhibitioners of that foundation, and for establishing in respect of such consolidated foundation, and the emoluments, property, and income thereof, any such regulations as under the said Act might be established in respect of a college of one foundation, and the property and income and college emoluments thereof; such ordinance or ordinances, if sanctioned and confirmed as required in respect of the ordinances framed by the Commissioners under ss. 28 and 29 of the same Act, shall take effect for the purposes aforesaid in the same manner as if it had been within the powers vested in the Commissioners under the said sections, and all the provisions of the said Act and the Act amending the same applicable to ordinances framed by the Commissioners under the said Act, shall be applicable to such ordinance or ordinances as may be framed under the powers of this Act.

3. *Power to Colleges with Consent of Visitor to apply Property held for Purchase of Advowsons for Benefit of Colleges, &c.*] It shall be lawful for any college within the University from time to time, with consent of the visitor, to appropriate and apply any property, or the income of any property, held by or in trust for the college, for the purpose that the same or the income thereof may be applied in purchasing advowsons for the benefit of the college, to the augmentation of the endowment of livings in the patronage of the college to such amount as may be by law allowed, or towards the building of fit and suitable parsonage houses on any livings in the patronage of the college, or to the foundation or augmentation of scholarships or exhibitions, or to other purposes for the advancement of religion, learning, and education within the college; and in exercise of this power the college may annex to any living in the patronage of the college (by way of augmentation of the endowment of such living) any tithe rent-charge which may be vested in the college, or any portion thereof, in consideration of the appropriation to other purposes of the college of a part of the trust property or income, not exceeding the amount which the visitor shall adjudge to be an adequate consideration for the tithe rent-charge so to be annexed; provided that this power shall not extend to property or income applicable to the purchase of advowsons for the benefit of scholars or exhibitioners on any particular foundation within a college.

4. *Certain Provisions of* 8 *&* 9 *Vict. c.* 18, *incorporated with this Act and* 17 *&* 18 *Vict. c.* 81, *so far as relates to certain Lands.*] The Lands Clauses Consolidation Act, 1845, except the parts and enactments of that Act with respect to the purchase and taking of lands otherwise than by agreement, and with respect to the recovery of forfeitures, penalties, and costs, and with respect to lands required by the promoters of the undertaking, but which shall not be wanted for the purposes thereof, shall be incorporated with and form part of this Act and of the "Oxford University Act, 1854," so far as relates to land within one mile and a half of Carfax in the city of Oxford required for the erection of any buildings for the extension of the buildings of the said university or of any college or hall therein, or for purposes of utility or recreation relating to the said university or to any college or hall therein, and as if the corporate name of the university or college, as the case may be, had been inserted therein instead of the expression "the promoters of the undertaking."

CAP. XXVI.

An Act to provide for the Registration of Long Leases in Scotland, and Assignations thereof. [10th August, 1857.

CAP. XXVII.

An Act to amend the Acts relating to the Caledonian and Crinan Canals, and to make further Provision for the Accommodation of the Traffic thereon. [10th August, 1857.

CAP. XXVIII.

An Act to amend the Laws relating to the Payment of the Land and Assessed Taxes and Property and Income Tax in Scotland.
[10th August, 1857.

CAP. XXIX.

An Act to render valid certain Marriages in Christ Church, West Hartlepool, in the Parish of Stranton, in the County of Durham. [10th August, 1857.

CAP. XXX.

An Act for enabling the Commissioners of the Admiralty to purchase certain Lands in the Parish of Chatham, in the County of Kent, and to stop up, divert, or alter certain Ways in the said Parish, and for other Purposes relating thereto.
[10th August, 1857.

CAP. XXXI.

An Act to amend and explain the Inclosure Acts.

[10th August, 1857.

WHEREAS it is expedient that "The Acts for the Inclosure, Exchange, and Improvement of Land" should be further amended and extended: Be it enacted, &c., as follows:—

1. *Fences may be dispensed with.*] In any case of inclosure in which it shall appear to the Inclosure Commissioners of England and Wales to be unnecessary that all or any of the allotments to be made under the award of the valuer acting in the matter of such inclosure should be fenced, it shall be lawful for the said Commissioners, by an order under their hands and seal, if they shall see fit to dispense with the erection of boundary and other fences, to direct that such allotments or any of them shall be distinguished by metes and bounds: provided nevertheless, that any person interested in an allotment may at any time fence the same at his own expense.

2. *Allotments, until fenced, to be deemed a regulated Pasture.*] So long as any of such allotments remain unfenced, the same shall be subject to the provisions of the said Acts relating to regulated pastures, in such manner as the valuer, with the approbation of the said Commissioners, shall by his award direct; and the owners thereof shall enjoy all such rights of common by reason of vicinage as they were entitled to prior to the setting out of such allotments.

3. *Notices and Claims may be sent by Post, or left at usual Place of Abode.*] Where by the said Acts notice is required to be given to any designated person, or any claim is required to be delivered to the valuer in the matter of any inclosure, such notice may be given or claim delivered either by sending it by the post in a registered letter, or by leaving it at the office or usual place of abode of such person or valuer respectively.

4. *Exchanges of Land by Railway and other Companies.*] For the purpose of removing all doubts as to the power of companies incorporated by special Act of Parliament for the making and maintaining of any railway, canal, docks, harbour, waterworks, or other work, to exchange land belonging to such companies under the provisions of the said Acts, be it declared and enacted, that every such company shall be deemed to be a person interested within the meaning of "The Acts for the Inclosure, Exchange, and Improvement of Land," for the purpose of exchanging land belonging to the said company, and that notwithstanding the provisions in any Act of Parliament relating to such company specially limiting the purposes to which such land belonging to the said company shall be applicable.

5. *Exchange of Lands in which her Majesty is interested in reversion.*] In case any person interested according to the definition contained in 8 & 9 Vict. c. 118, s. 16, shall apply to the Inclosure Commissioners for an order of exchange of any land in which her Majesty, her heirs or successors, have any estate or interest in right of the Crown, in reversion or remainder expectant upon the determination of any estate for life or other larger interest, it shall be lawful for the Inclosure Commissioners to make such order of exchange, if they shall so think fit, provided that the consent of her Majesty, her heirs or successors, shall have been previously signified thereto by some writing under the hand of one of the Commissioners of her Majesty's Woods, Forests, and Land Revenues; and every such order of exchange which shall be made with such consent shall be valid and effectual to all intents and purposes whatsoever, and shall be binding upon her Majesty, her heirs and successors, and a duplicate thereof shall in every case be deposited in the office of land revenue records and inrolments: provided always, that, in case any such order shall, previously to the passing of this Act, have been made upon the application of any person as above mentioned, with the said consent previously signified as aforesaid, every such order shall be as valid and effectual, and be in like manner binding upon her Majesty, her heirs and successors, as if the said consent had been given under the provisions of this Act.

6. *On an Exchange, Inequality of Value may be compensated by a Rentcharge.*] Where the value of any land proposed to be exchanged under the Acts for the Inclosure, Exchange, and Improvement of Land, or any of them, exceeds the value of the land, rights, easements, or hereditaments for which the same is proposed to be exchanged, the difference in value may be compensated by a perpetual rentcharge of such amount as in the opinion of the valuer or Commissioners (as the case may require) will be just, to be charged upon the land for the excess in value whereof the same is intended as an equivalent, or upon such part thereof as may appear to the valuer or Commissioners (as the case may require) to afford sufficient security for such rentcharge.

7. *On a Partition, Disproportion in Value of Allotments in Severalty may be compensated by a Rentcharge.*] Where any land of which a partition is proposed to be made under the said Acts, or any of them, cannot, in the opinion of the valuer or Commissioners (as the case may be), be conveniently allotted in severalty in parts or shares of the like proportional values as the undivided parts or shares in respect whereof the partition is proposed to be made, the difference in such proportional values may be compensated by a perpetual rentcharge of such amount, or perpetual rentcharges of such aggregate amount, as in the opinion of the valuer or Commissioners (as the case may require) will be just, to be charged on the land or respective lands for the excess in value whereof the same is, or are intended as, an equivalent or equivalents, or upon such part or respective parts of such land or lands as may appear to the valuer or Commissioners (as the case may require) to afford sufficient security for such rentcharge or rentcharges respectively.

8. *Deficiency in Value not to exceed One-eighth of the actual Value.*] Provided always, that nothing herein contained shall extend to authorise any exchange or partition, or the creation of any such rentcharge as aforesaid, where, in the opinion of the valuer or Commissioners (as the case may be), the deficiency in value of any land or other hereditaments which would require to be compensated as aforesaid, exceeds one-eighth part of the actual value thereof.

9. *Amount of Rentcharge and Lands to be charged to be determined by the Inclosure Award or Order of Exchange, &c.*] The amount of the rentcharge or respective amounts of the rentcharges (as the case may be) to be created under this Act, on any such exchange or partition as aforesaid, and the land or lands to be charged therewith, shall respectively be fixed and determined by the inclosure award or order of exchange or partition (as the case may require).

10. *Indefeasible Title and Priority and Recovery of Rentcharges.*] Every such rentcharge shall be a valid and indefeasible charge upon the land charged therewith by the confirmed inclosure award, or the confirmed order of exchange or partition (as the case may be), subject only to tithe rentcharges, land tax, local rates and taxes, quit or chief rents incidental to tenure, and charges created or to be created under any Act authorising advances of public or private money for drainage or the improvement of lands, and prior to all other charges whatsoever, and shall be recoverable in the same manner as a tithe rentcharge charged under the Act of the 6 & 7 Will. 4, c. 71, "For the Commutation of Tithes in England and Wales."

11. *Rentcharge to go with the Land the Deficiency in Value whereof it compensates.*] Every rentcharge created under this Act shall be and enure to, for, and upon the same uses, trusts, intents, and purposes, and be subject to the same conditions, charges, and incumbrances, as the land or hereditaments in respect of the deficiency in value whereof such rentcharge is made payable will stand and be limited and subject to after the confirmation of the inclosure award or the order of exchange or partition (as the case may be).

12. *Protecting from Nuisances Town and Village Greens and Allotments for Exercise and Recreation.*] And whereas it is expedient to provide summary means of preventing nuisances in town greens and village greens, and on land allotted and awarded upon any inclosure under the said Acts as a place for exercise and recreation: If any person wilfully cause any injury or damage to any fence of any such town or village green or land, or wilfully and without lawful authority lead or drive any cattle or animal thereon, or wilfully lay any manure, soil, ashes, or rubbish, or other matter or thing thereon, or do any other act whatsoever to the injury of such town or village green or land, or to the interruption of the use or enjoyment thereof as a place for exercise and recreation, such person shall, for every such offence, upon a summary conviction thereof before two justices, upon the information of any churchwarden or overseer of the parish in which such town or village green or land is situate, or of the person in whom the soil of such town or village green or land may be vested, forfeit and pay, in any of the cases aforesaid, and for each and every such offence, over and above the damages occasioned thereby, any sum not exceeding forty shillings; and it shall be lawful for any such churchwarden, or overseer, or other person, as aforesaid, to sell and dispose of any such manure, soil, ashes, and rubbish, or other matter or thing, as aforesaid; and the proceeds arising from the sale thereof, and every such penalty,

as aforesaid, shall, as regards any such town or village green not awarded under the said Acts or any of them to be used as a place for exercise and recreation, be applied in aid of the rates for the repair of the public highways in the parish; and shall, as regards the land so awarded, be applied by the persons or person in whom the soil thereof may be vested in the due maintenance of such land as a place for exercise and recreation; and if any manure, soil, ashes, or rubbish be not of sufficient value to defray the expense of removing the same, the person who laid or deposited such manure, soil, ashes, or rubbish shall repay to such churchwarden, or overseer, or other person, as aforesaid, the money necessarily expended in the removal thereof; and every such penalty as aforesaid shall be recovered in manner provided by the 11 & 12 Vict. c. 43; and the amount of damage occasioned by any such offence as aforesaid shall, in case of dispute, be determined by the justices by whom the offender is convicted; and the payment of the amount of such damage, and the repayments of the money necessarily expended in the removal of any manure, soil, ashes, or rubbish shall be enforced in like manner as any such penalty.

13. *Power to Commissioners to review Instructions given under s. 34 of 8 & 9 Vict. c. 118, as to Appropriation of Allotments for Sites of Schools, &c.*] Where instructions shall have been or shall hereafter be given under s. 34 of the 8 & 9 Vict. c. 118, for the appropriation of any allotment for the site of a school, and such instructions shall not set forth with sufficient clearness for what class of children the school shall be provided, or to whom the site shall be conveyed, or in what manner and by whom the school shall be managed, visited, and inspected, the Inclosure Commissioners shall, upon the requisition of any five persons, if there be so many, or, if not, a majority of the persons interested in the land to be inclosed, call a further meeting in order to resolve upon other or further instructions; and if at such meeting any other or further instructions be agreed upon, the same, if sanctioned by the Commissioners, shall thenceforth be added to or substituted for, as the case may require, all former instructions relative to such school; and the Commissioners shall appoint (whenever needful) some person to convey the allotment for a school in pursuance of the instructions last approved.

14. *Act deemed Part of "The Acts for the Inclosure, &c., of Land."*] This Act shall be taken to be a part of the said Acts, and shall be construed therewith, and be deemed to be included under any reference to "The Acts for the Inclosure, Exchange, and Improvement of Land."

CAP. XXXII.

An Act for the better Supply of Water for the use of Vessels resorting to the Harbour of Refuge at Portland, and for enabling the Commissioners of the Admiralty to supply such Water; for vesting in the said Commissioners certain Lands belonging to her Majesty; and for other Purposes relating thereto. [10th August, 1857.

CAP. XXXIII.

An Act to regulate certain Proceedings in relation to the Election of Representative Peers for Ireland. [10th August, 1857.

WHEREAS, by the 40 Geo. 3 (I.), intituled "An Act to regulate the Mode by which the Lords Spiritual and Temporal, and the Commons, to serve in the United Kingdom on the Part of Ireland, shall be summoned and returned to the said Parliament," certain provisions were made for regulating the proceedings in relation to the elections of Representative Peers for Ireland, and it is expedient to amend the same: Be it therefore enacted, &c., as follows:—

1. *As to Issue of Writs in future on Occasion of Seat of a Temporal Peer of Ireland being vacated.*] On any seat of the twenty-eight Lords Temporal being hereafter vacated, the writ to be issued, according to the provisions of the said Act of the Parliament of Ireland, under the Great Seal of the United Kingdom, to the Chancellor, Keeper, or Commissioners of the Great Seal of Ireland, shall direct him or them to cause writs to be issued by the Clerk of the Crown in Ireland to the Peers entitled to receive the same according to the provisions of the said Act, and also to every Peer in respect to whose right to vote at the election of Representative Peers the House of Lords shall have directed a certificate to be sent to the Clerk of the Crown in Ireland, stating that the Chancellor or Keeper of the Great Seal of the United Kingdom had reported to the House that the right of such Peer to vote had been established to his satisfaction, and that the House had ordered such report to be sent to the said Clerk of the Crown in Ireland; and all the provisions of the said Act applicable to temporal Peers receiving writs under the same, and to the writs issued to such Peers, shall be held to apply to temporal Peers receiving writs, and to the writs issued under this Act.

2. *As to Returns to such Writs.*] Any Peer of Ireland who shall have taken and subscribed in the House of Lords the oaths which are or shall be by law required to be taken and subscribed by the Lords of the United Kingdom before they can sit and vote in the Parliament thereof may make return to a writ issued under this or the said Act, in the same manner as a Representative Peer on the part of Ireland who has taken and subscribed the said oaths in the House of Lords is permitted to do under the said Act, and any Peer of Ireland receiving such writ may take and subscribe the said oaths in her Majesty's High Court of Chancery in England as well as in Ireland, or in her Majesty's Courts of Queen's Bench, Common Pleas, or Exchequer in England or Ireland, or in any division of the Court of Session in Scotland, or before any Lord Ordinary of the said Court, or before the lieutenant of any county in Great Britain or Ireland, or any member of her Majesty's Privy Council in Great Britain or Ireland, or any judge of a county court in England, or any sheriff in Scotland, or any British Ambassador or Minister accredited to any foreign court, or the secretary of any British embassy or mission, or the governor, lieutenant-governor, or officer administering the government of any of her Majesty's plantations, colonies, or possessions abroad, or any of her Majesty's judges residing therein, and the Registrar or other proper officer of every such Court; and every person above mentioned before whom the said oaths shall be taken and subscribed shall certify the same, and sign such certificate, which shall be transmitted by such Peer with the return in the manner prescribed in the said Act.

CAP. XXXIV.

An Act to explain an Act for the Settlement of the Boundaries between the Provinces of Canada and New Brunswick. [10th August, 1857.

CAP. XXXV.

An Act to amend an Act of the 15 & 16 Vict., intituled "An Act to amend the Laws concerning the Burial of the Dead in the Metropolis," so far as relates to the City of London and the Liberties thereof." [10 August, 1857.

WHEREAS an Act was passed in the 15 & 16 Vict., c. 85, intituled "An Act to amend the Laws concerning the Burial of the Dead in the Metropolis," containing provisions for the appointment of Burial Boards in the several parishes in the metropolis, and conferring on such Burial Boards various powers and authorities to be exercised in some cases by the Board alone, and in other cases by the Boards with the approval of the vestries of their respective parishes; and whereas it was by the said Act enacted, that the provisions therein contained for the appointment of Burial Boards should not apply to any parish within the limits of the City of London and the Liberties thereof, but it should be lawful for the mayor, aldermen, and commons of the City of London in common council assembled, if and when they should see fit so to do, to authorise and direct the Commissioners of Sewers of the City of London to exercise for the said City and Liberties all the powers and authorities vested in the Burial Boards under the said Act; and thereupon such Commissioners should have and exercise for and on behalf of the said City and Liberties all such powers and authorities as were thereby vested in the Burial Board for any parish, or which might be exercised by such Board with the approval of the vestry; and whereas the Commissioners of Sewers of the City of London have been authorised by the said mayor, aldermen, and commons in common council assembled, to exercise the powers and authorities vested in the Burial Boards under the said Act, and have provided and constructed a large and spacious cemetery in the parish of Little Ilford in the county of Essex at an expense of seventy-five thousand pounds: And whereas there are more than 100 parishes within the City of London and the Liberties thereof, and it has been found impracticable to obtain the requisite consents of all the vestries of such parishes to the uniform exercise of such powers or authorities by the said Commissioners; and whereas under the provisions contained in the 37th section of the said Act (by which section power is given to the vestry of any parish, with consent of the bishop of the diocese, to revise and vary the fees payable to the incumbent under the provisions of the said Act), a table of fees to be paid to incumbents upon interments which shall take place in the consecrated portion of the said cemetery at Little Ilford has been agreed to by the major part in number of the vestries of the parishes within the City of London and the Liberties thereof, which table of fees has been approved of by the bishop of the diocese, and is contained in the schedule to

this Act; and whereas it is expedient that the table of fees so agreed to should be made to apply to the whole of the parishes within the City of London and the Liberties thereof, and that the said Act should be amended by making the consent or approval of the major part in number of the vestries of the several parishes within the City of London and the Liberties thereof sufficient to enable the Commissioners of Sewers of the City of London to exercise any power or authority conferred upon them by the said Act, which requires for the exercise thereof the approval or consent of all the vestries of such parishes; and also that the said Act should be amended in manner hereinafter mentioned; and whereas the purposes aforesaid cannot be effected without the authority of Parliament: Be it enacted, &c., as follows:—

1. *The Fees in Schedule to be the Fees payable to Incumbents.*] The fees enumerated in the schedule to this Act shall be the fees which the incumbents of the parishes within the City of London and the Liberties thereof shall be entitled to receive upon all interments in the consecrated portion of the said cemetery at Little Ilford, whether of the remains of parishioners or inhabitants of the said parishes, or of any other persons; and the same fees shall be in satisfaction of all claims on the part of such incumbents to fees of every description, whether in respect of burial in vaults or graves, or of the erection of monuments, gravestones, or tablets, or of monumental inscriptions in the said cemetery.

2. *Approval of a Majority of Vestries in the City of London to be sufficient.*] When and as often as the consent or approval of the vestries of the several parishes within the limits of the City of London and the Liberties thereof is by the said recited Act required for the purpose of enabling the Commissioners of Sewers of the City of London to exercise any power or authority given to or vested in them by the said Act, or to execute any act, deed, matter, or thing under the authority of the said Act, or to confirm or render valid any act, deed, matter, or thing made or done, or agreed or proposed to be made or done, by the said Commissioners, then and in every case the consent or approval of the major part in number of the vestries of the several parishes within the said City and Liberties shall be sufficient to enable the said Commissioners to exercise any such power or authority, or to do or execute any such act, deed, matter, or thing as aforesaid, and to confirm and render valid any act, deed, matter, or thing made or done, or agreed or proposed to be made or done, by them, and shall be as valid and effectual for all the purposes of the said Act as if all the vestries of the said parishes within the City of London and the Liberties thereof had actually consented to or approved thereof, or had confirmed the same; provided, that the parishes united under the provisions of the 22 Car. 2, c. 11, or united for ecclesiastical purposes by the provisions of that or any other Act or Acts, shall, for the purposes of this Act and the said recited Act, be and be deemed one parish.

3. *Certain Sections in recited Act repealed as to the City of London.*] The provisions in the said recited Act contained with reference to fees payable to incumbents, churchwardens, and others for parochial or other purposes, and also with reference to the powers given to vestries of revising and varying, with the consent of the bishop, the fees payable to incumbents, clerks, and sextons, or of substituting fixed payments in lieu thereof, which provisions are comprised in the 32nd, 33rd, 35th, 36th, 37th, and 50th sections of the said Act, shall not apply to parishes situated within the City of London or the Liberties thereof.

4. *Commissioners acting as Burial Board, with the Approval of the major Part of the Vestries, to settle Fees payable to Churchwardens, &c.*] It shall be lawful for the Commissioners of Sewers of the City of London acting as Burial Board for the several parishes within the City and the Liberties thereof, with the approval of the major part in number of the vestries of such parishes, to settle and determine whether any and what fees shall be payable to the churchwardens, or to the clerk or sexton of any parish within the City of London or the Liberties thereof, or to any trustee or other persons for any parochial or other purpose whatever, on any interment, or for any monument, gravestone, tablet or monumental inscription in any Burial ground already provided or which may hereafter be provided by the said Commissioners, in pursuance of the powers contained in the said Act, and such fees (if any) as shall be so settled and determined shall be paid to the Commissioners, and shall be paid over by them to the parties for the time being entitled to receive the same.

5. *Fees to be paid by the Commissioners.*] All fees payable under the provisions of this Act to incumbents of parishes within the City of London and the Liberties thereof shall be paid by the Commissioners of Sewers of the City of London, by quarterly payments in each year, to such person or persons as shall by such incumbents, or the major part of them, be appointed from time to time to receive the same, and such fees shall be applied according to a scheme to be agreed upon by such incumbents, or the major part of them, with the consent of the bishop of the diocese.

6. *Commissioners to settle Fees for Burial of Persons not residing in London.*] It shall be lawful for the said Commissioners, subject and without prejudice to the fees payable to incumbents under the provisions of this Act, and subject to the approval required by s. 7 of the 18 & 19 Vict. c. 128, to settle a scale of fees for the burial in the cemetery of Little Ilford aforesaid of persons not residing within the City of London or the Liberties thereof, and from time to time to revise and vary the same.

7. *Chaplains of Cemetery to conform to Regulations of Commissioners.*] The chaplain or chaplains who for the time being shall have been or shall hereafter be appointed under the 39th section of the said recited Act by the incumbents of the parishes within the City of London and the Liberties thereof, for the performance of burials in the consecrated part of the said cemetery, shall conform to all such regulations of the Commissioners of Sewers for the City of London as shall not interfere with the performance of the funeral service according to the order of the United Church of England and Ireland.

8. *Interpretation of Terms.*] In this Act and in the said recited Act, so far as the same applies to the City of London and the Liberties thereof, the words "parishioner" or "inhabitant" shall mean a person inhabiting a house or dying in one of the parishes in the City of London or the Liberties thereof; and when such house shall be situated in more than one parish, the parish in which the greater part of such house is situated shall be deemed to be the parish of which the person inhabiting the same is a parishioner or inhabitant.

9. *Expenses of Act.*] All the costs, charges, and expenses of obtaining and passing this Act shall be defrayed out of the consolidated rate authorised to be made by the "City of London Sewers Act, 1848."

THE SCHEDULE.

For each burial in a catacomb in consecrated ground	£0	15	0
For each burial in a vault in ditto	0	10	0
For each burial in a brick grave in ditto	0	7	6
For each burial in a private grave in ditto	0	5	0
For each burial in a common grave in ditto	0	2	6
For each burial of a pauper in ditto	0	1	0

CAP. XXXVI.

An Act to supply an Omission in a Schedule to the Act to amend the Acts relating to County Courts. [17th August, 1857.

WHEREAS, by an Act passed in the 19 & 20 Vict., c. 108, "To amend the Acts relating to County Courts," after reciting that the Commissioners of her Majesty's Treasury had ordered that the salaries of the judges whose names were mentioned in the schedule marked (D.) annexed to the said Act should be fixed at the amounts set opposite to their respective names in such schedule, it is provided, that the judges mentioned in such schedule should continue to receive the salaries therein mentioned to be payable to them respectively so long as they should continue to be judges of the County Courts; and whereas the Commissioners of her Majesty's Treasury had ordered that T. Falconer, Esq., judge of the County Courts holden at Brecknock, Builth, and other places, and J. St. John Yates, Esq., judge of the County Courts holden at Congleton, Hyde, and other places, should respectively receive a salary of £1,500; and the said T. Falconer and J. St. John Yates are mentioned in the said schedule (D.), but no amounts or sums are set opposite to their respective names in such schedule: Be it therefore enacted, &c., as follows:—

1. *Recited Act to take effect as to Salaries of T. Falconer and J. St. John Yates, Esqrs., when it came into Operation.*] The said Act shall be read and take effect as from the time when it came into operation in the same manner as if in the said schedule (D.) the salary of £1,500 had been mentioned to be payable to the said T. Falconer, Esq., and the salary of £1,500 had been mentioned to be payable to the said J. St. John Yates, Esq.; and it shall be lawful for the Commissioners of her Majesty's Treasury to direct and cause to be paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland to the said T. Falconer and J. St. John Yates respectively such sums as, with the payments actually made to them respectively on account of their salaries, will make up the

amount of such salaries at the rate aforesaid as from the time when the said Act came into operation.

CAP. XXXVII.

An Act to repeal the 27th Section of the Superannuation Act, 1834. [17th August, 1857.

WHEREAS an Act was passed in the 4 & 5 Will. 4, c. 24, intituled "An Act to alter, amend, and consolidate the Laws for regulating the Pensions, Compensations, and Allowances to be made to Persons in respect of their having held Civil Offices in his Majesty's Service;" and whereas it is expedient to enforce the provisions of the said Act so far as relates to the abatement to be made under the 27th section of the said recited Act from the salaries of those civil servants of the Crown who have taken office since the 4th of August, 1829: Be it therefore enacted, &c., as follows:—

1. *Sect. 27 of recited Act repealed.*] The said 27th section of the said recited Act shall be and the same is hereby repealed from and after the 30th of June, 1857.

CAP. XXXVIII.

An Act to continue the General Board of Health. [17th August, 1857.

WHEREAS, by the 17 & 18 Vict., c. 95, "To make better Provision for the Administration of the Laws relating to the Public Health," it was provided that the General Board of Health should be continued only for one year next after the day of the passing of that Act, and thenceforth until the end of the then next session of Parliament; and whereas, by the 19 & 20 Vict. c. 85, the said Board stands continued for one year after the day of the passing of that Act, and thenceforth until the end of the then next session of Parliament; and whereas it is expedient that the said Board should be further continued: Be it therefore enacted, &c., as follows:—

1. *Board of Health further continued.*] The said Board shall be continued until September 1, 1858.

2. *No Salary to be payable to a President holding at the Time of his Appointment any Office of Profit.*] If her Majesty shall appoint to be President of the General Board of Health any person who at the time of such appointment shall hold any office of profit under the Crown, the person so appointed shall not receive any salary in respect of such office of President: and if at the time of such appointment he shall be a member of the House of Commons, he shall not by reason of such appointment vacate his seat in Parliament.

CAP. XXXIX.

An Act to regulate the Admission of Attorneys and Solicitors of Colonial Courts in her Majesty's Superior Courts of Law and Equity in England, in certain cases. [17th August, 1857.

WHEREAS, in certain of her Majesty's colonies and dependencies, including certain parts of the territories under the government of the East India Company, the system of jurisprudence is founded on or assimilated to that administered in England, and the Attorneys and Solicitors of the superior courts of law and equity in England are admitted as Attorneys and Solicitors in the courts of law and equity of such colonies and dependencies, on production of their certificates of admission in the English courts aforesaid; and it is considered just and expedient to afford facilities to the Attorneys and Solicitors of the superior courts in certain colonies and dependencies for obtaining admission in her Majesty's courts of law and equity in England: Be it therefore enacted, &c., as follows:—

1. *Short Title.*] This Act may for all purposes be cited as "The Colonial Attorneys Relief Act."

2. *When Act to come into Operation.*] This Act shall not take effect in any one or more of her Majesty's colonies or dependencies until her Majesty has, by Order in Council, to be made as hereinafter mentioned, directed the same to come into operation in respect to such colony or dependency.

3. *Attorneys and Solicitors of Colonial Courts to be admitted to Courts of Law and Equity in England.*] All persons who, being subjects of the British Crown, have been or shall hereafter be duly admitted and inrolled as Attorneys and Solicitors in the superior courts of law and equity in those of her Majesty's colonies or dependencies where the system of jurisprudence is founded on or assimilated to the common law and principles of equity as administered in England, and where full service under articles of clerkship to an Attorney-at-law for the space of five years at the least, and an examination to test the qualification of candidates, are or may be required previous to such admission, save only in the case of persons previously admitted as Attorneys or Solicitors in the superior courts of law or equity in England, such colonies or dependencies to be from time to time specified in and by Order in Council, as hereinafter provided, shall and may be admitted and inrolled Attorneys in all or any of the Courts of Queen's Bench, Common Pleas, and Exchequer, and other courts in England, and Solicitors in the High Court of Chancery in England, subject as hereinafter provided.

4. *No Person to be deemed qualified unless he shall pass an Examination, and produce a Certificate from the Judge of the Court where he was admitted.*] No person shall be deemed qualified to be admitted as Attorney or Solicitor, under the provisions of this Act, unless he shall pass such examination to test his fitness and capacity as hereinafter provided, and shall produce at such examination a certificate from the presiding judge of the superior court of common law in the colony or dependency where such person shall have been duly admitted an Attorney and Solicitor, and stating the amount of the stamps which have been paid by such person on his articles of clerkship and admission to practise in such colony, in the form or to the effect as contained in Schedule (A.) hereunto annexed, and shall further make affidavit (in such manner as shall be provided by order or regulation to be made by the Judges of the superior courts of common law, and the Master of the Rolls respectively, as hereinafter provided) that he is resident within the jurisdiction of the said superior courts of law and equity in England, and that he has ceased, for the space of twelve calendar months at the least, to practise as Attorney or Solicitor in any colonial court of law.

5. *Judges of Courts of Common Law to appoint Examiners.*] It shall be lawful for the Judges of the Courts of Queen's Bench and Common Pleas and Exchequer, or any three or more of them, as and when any person shall, under the provisions of this Act, seek to be admitted as an Attorney, and not as a Solicitor also, and for the Master of the Rolls, as and when any person shall seek as aforesaid to be admitted as a Solicitor, and not as an Attorney also, and for the said Judges or any three or more of them, and the Master of the Rolls, jointly, when any person shall seek as aforesaid to be admitted as an Attorney and Solicitor, and he and they are hereby authorised and required, at any time before he and they shall admit or issue a fiat for the admission of any such person as aforesaid, to examine and inquire by such ways and means as he or they shall think proper touching the qualification and the fitness or capacity of such person to act as an Attorney or Solicitor, or as an Attorney and Solicitor; and for that purpose it shall be lawful for him or them, from time to time, as application for admission as aforesaid shall be made, to appoint such persons as examiners, and to make such orders and regulations for conducting such examination, as he or they shall think proper; and if by any such examination any of the Judges of the said courts of common law shall be satisfied that such person is duly qualified and fit and competent to be admitted to act as an Attorney, then, and not otherwise, any one of the said Judges shall, and he is hereby authorised and required to, administer or cause to be administered to such person the oaths by law required to be administered to Attorneys in England, and, after such oaths taken, to cause him to be admitted an Attorney of such courts, which admission shall be written on parchment, and signed by such Judge, and shall be stamped with the stamps after mentioned; and if, by such examination, the Master of the Rolls shall be satisfied that such person is duly qualified and fit and competent to be admitted to act as a Solicitor, then, and not otherwise, he is hereby authorsed and required to administer or cause to be administered to such person the oaths by law required to be taken, and to cause him to be admitted a Solicitor in the Court of Chancery, and his name to be inrolled as a Solicitor of such Court, which admission shall be written on parchment, and signed by the Master of the Rolls, and shall be stamped with the stamps after mentioned.

6. *Stamp Duties on Admissions.*] The admission of any person as an Attorney or Solicitor under the provisions of this Act shall be stamped with the stamps by law required to be impressed on the admission of Attorney or Solicitors in England (as the case may be), and the admision first obtained shall be impressed with such further stamps shall, together with the amount of stamps paid on articles of clerkship and admission in the colony (to be ascertained as hereinafter provided), be equal in amount to the sum by law payale on articles of clerkship in England.

7. *Power to her Majesty, by Oder in Council, to direct this Act to come into Operation in anyone or more Colony or Dependency.*] Her Majesty may from time to time, by Order in Council, direct this Act to come into operation as to any one or

more of her Majesty's colonies or dependencies, and thereupon, but not otherwise, the provisions of this Act shall apply to persons duly admitted as Attorneys and Solicitors in the superior courts of law and equity in such colonies or dependencies; but no such Order in Council shall be made in respect of any colony, except upon application made by the governor, or person exercising the functions of governor, of such colony or dependency, and until it shall be shown to the satisfaction of her Majesty's Principal Secretary of State for the Colonies that the system of jurisprudence as administered in such colony or dependency, and the qualification for admission as an Attorney or Solicitor in the superior courts of law and equity in such colony or dependency, answer to and fulfil the conditions specified in s. 3 hereinbefore contained, and also that the Attorneys or Solicitors of the superior courts of law or equity in England are admitted as Attorneys and Solicitors in the superior courts of law and equity of such colony or dependency, on production of their certificates of admission in the English courts, without service or examination in the colony or dependency.

SCHEDULE (A.)

To all whom it may concern, I [*name and style of judge*] do hereby certify, that [*terms of certificate of admission granted to the Attorney in the colony*], and that the said [*Attorney's name*] is now duly inrolled as an Attorney-at-law and Solicitor in this colony, and entitled to practise as such; and further, that no charge or accusation has been established or is pending against the said —— in such his professional character or otherwise affecting his fair fame and repute. And I find that the sum of £—— was paid on articles of clerkship when the said —— was articled, and the sum of £—— on the certificate of admission when he was admitted to practise as aforesaid. [*To be signed and attested in the manner usual in other certificates granted by the judge.*]

CAP. XL.

An Act to continue and amend the 17 & 18 *Vict. c.* 89, *and also the Laws for the Suppression and Prevention of Illicit Distillation in Ireland; and to constitute the Constabulary Force Officers of Customs for certain Purposes.* [17th August, 1857.

CAP. XLI.

An Act to revive and continue an Act to amend the Laws relating to Loan Societies. [17th August, 1857.

WHEREAS an Act was passed in the 3rd and 4th Vict., c. 110, "To amend the Laws relating to Loan Societies," which Act was limited to continue until the 31st of December, 1841, but has been continued by sundry Acts, and lastly by 16 & 17 Vict. c. 109, until the end of the last session of Parliament; and whereas it is expedient that the said Act of the 3 & 4 Vict. should be revived and continued for a limited time, and that Societies established under the said Act should be enabled to wind up their affairs after the expiration of such Act: Be it therefore enacted, &c., as follows:—

1. 3 & 4 *Vict. c.* 110, *revived and continued.*] The said Act of 3 & 4 Vict. shall continue in force until the 1st of August, 1858, and this Act shall be deemed and taken to have effect from the expiration of the time limited for the continuance of the said Act hereby continued by the said Act of 16 & 17 Vict., as fully and effectually, to all intents and purposes, as if this Act had actually passed before the expiration of the time so limited.

2. *After Expiration of* 3 & 4 *Vict. c.* 110, *Provisions to remain in force as to existing Societies, save as to new Loans.*] After the termination of the period limited by this Act for the continuance of the said Act of 3 & 4 Vict., the provisions of the said Act, and all rules certified thereunder, shall, notwithstanding the expiration of the said Act, remain and be in force as regards any Society theretofore established thereunder and then subsisting, and the securities taken by such Society, until the affairs of such Society shall be wound up, and the assets thereof divided; save only that no new Loan shall be made by such Society under the authority of the said Act after such expiration.

3. *Repealed Provision of* 5 & 6 *Will.* 4, *c.* 23, *not to be revived.*] The expiration of the said Act of 3 & 4 Vict. shall not operate to revive any part of the Act of 5 & 6 Will. 4, c. 23, repealed by the first-mentioned Act; but so much of the said Act of Will. 4 as was thereby repealed shall continue repealed notwithstanding such expiration.

CAP. XLII.

An Act to amend "The Burial Grounds (Scotland) Act, 1855." [17th August, 1857.

CAP. XLIII.

An Act to improve the Administration of the Law so far as respects summary Proceedings before Justices of the Peace. [17th August, 1857.

WHEREAS it is expedient that provision should be made for obtaining the opinion of a superior court on questions of law which arise in the exercise of summary jurisdiction by Justices of the Peace: Be it enacted, &c., as follows:—

1. *Interpretation of Terms.*] In the interpretation and for the purposes of this Act, the following words shall have the meaning hereinafter assigned to them; that is to say,

"Superior Courts of Law" shall, for England, mean the Supreme Courts of Law at Westminster; and for Ireland, the Supreme Courts at Law at Dublin.

"Court of Queen's Bench" shall mean, for England, the Court of Queen's Bench at Westminster; and for Ireland, the Court of Queen's Bench at Dublin.

2. *Justices, on Application of a Party aggrieved, to state a Case for the Opinion of Superior Court.*] After the hearing and determination by a Justice or Justices of the Peace of any information or complaint which he or they have power to determine in a summary way, by any law now in force or hereafter to be made, either party to the proceeding before the said Justice or Justices may, if dissatisfied with the said determination as being erroneous in point of law, apply in writing within three days after the same to the said Justice or Justices, to state and sign a case setting forth the facts and the grounds of such determination, for the opinion thereon of one of the superior courts of law to be named by the party applying; and such party, hereinafter called "the appellant," shall, within three days after receiving such case, transmit the same to the Court named in his application, first giving notice in writing of such appeal, with a copy of the case so stated and signed, to the other party to the proceeding in which the determination was given, hereinafter called the respondent.

3. *Security and Notice to be given by the Appellant.*] The appellant, at the time of making such application, and before a case shall be stated and delivered to him by the Justice or Justices, shall in every instance enter into a recognisance before such Justice or Justices, or any one or more of them, or any other Justice exercising the same jurisdiction, with or without surety or sureties, and in such sum as to the Justice or Justices shall seem meet, conditioned to prosecute without delay such appeal, and to submit to the judgment of the superior court, and pay such costs as may be awarded by the same; and the appellant shall at the same time, and before he shall be entitled to have the case delivered to him, pay to the clerk to the said Justice or Justices his fees for and in respect of the case and recognisances, and any other fees to which such clerk shall be entitled, which fees, except such as are already provided for by law, shall be according to the schedule to this Act annexed marked (A), until the same shall be ascertained, appointed, and regulated in the manner prescribed by the 11 & 12 Vict. c. 43, s. 30; and the appellant, if then in custody, shall be liberated upon the recognisance being further conditioned for his appearance before the same Justice or Justices, or, if that is impracticable, before some other Justice or Justices exercising the same jurisdiction who shall be then sitting, within ten days after the judgment of the superior court shall have been given, to abide such judgment, unless the determination appealed against be reversed.

4. *Justices may refuse a Case where they think the Application frivolous.*] If the Justice or Justices be of opinion that the application is merely frivolous, but not otherwise, he or they may refuse to state a case, and shall, on the request of the appellant, sign and deliver to him a certificate of such refusal; provided that the Justice or Justices shall not refuse to state a case where application for that purpose is made to them by or under the direction of her Majesty's Attorney-General for England or Ireland, as the case may be.

5. *Where the Justices refuse, the Court of Queen's Bench may by Rule order a Case to be stated.*] Where the Justice or Justices shall refuse to state a case as aforesaid, it shall be lawful for the appellant to apply to the Court of Queen's Bench upon an affidavit of the facts for a rule calling upon such Justice or Justices, and also upon the respondent, to show cause why such case should not be stated; and the said Court may make the same absolute or discharge it, with or without payment of costs, as to the Court shall seem meet; and the Justice or Justices, upon being served with such rule absolute, shall state a case accordingly, upon the appellant entering into such recognisance as is hereinbefore provided.

6. *Superior Court to determine the Questions on the Case: its Decisions to be final.*] The Court to which a case is transmitted under this Act shall hear and determine the question or questions of law arising thereon, and shall thereupon reverse, affirm, or amend the determination in respect of which the case has been stated, or remit the matter to the Justice or Justices, with

the opinion of the Court thereon, or may make such other order in relation to the matter, and may make such orders as to costs as to the Court may seem fit; and all such orders shall be final and conclusive on all parties; provided always, that no Justice or Justices of the Peace who shall state and deliver a case in pursuance of this Act shall be liable to any costs in respect or by reason of such appeal against his or their determination.

7. *Case may be sent back for Amendment.*] The Court for the opinion of which a case is stated shall have power, if they think fit, to cause the case to be sent back for amendment, and thereupon the same shall be amended accordingly, and judgment shall be delivered after it shall have been amended.

8. *Powers of Superior Court may be exercised by a Judge at Chambers.*] The authority and jurisdiction hereby vested in a superior court for the opinion of which a case is stated under this Act shall and may (subject to any rules and orders of such Court in relation thereto) be exercised by a judge of such Court sitting in chambers, and as well in vacation as in term time.

9. *After the Decision of Superior Court, Justices may issue Warrants.*] After the decision of the superior court in relation to any case stated for their opinion under this Act, the Justice or Justices in relation to whose determination the case has been stated, or any other Justice or Justices of the Peace exercising the same jurisdiction, shall have the same authority to enforce any conviction or order, which may have been affirmed, amended, or made by such superior court, as the Justice or Justices who originally decided the case would have had to enforce his or their determination if the same had not been appealed against; and no action or proceeding whatsoever shall be commenced or had against the Justice or Justices for enforcing such conviction or order, by reason of any defect in the same respectively.

10. *Certiorari not to be required for Proceedings under this Act.*] No writ of certiorari or other writ shall be required for the removal of any conviction, order, or other determination in relation to which a case is stated under this Act, or otherwise, for obtaining the judgment or determination of the superior court on such case under this Act.

11. *Superior Courts may make Rules for Proceedings.*] The superior courts of law may from time to time, and as often as they shall see occasion, make and alter rules and orders to regulate the practice and proceedings in reference to the cases hereinbefore mentioned.

12. *"Justices" to include a Stipendiary Magistrate.*] The words "Justice or Justices" in this Act shall include a magistrate of the police courts of the metropolis and any stipendiary magistrate.

13. *Recognisances how to be enforced.*] In all cases where the conditions, or any of them, in the said recognisance mentioned, shall not have been complied with, the Justice or Justices who shall have taken the same, or any other Justice or Justices, shall certify upon the back of the recognisance in what respect the conditions thereof have not been observed, and transmit the same to the clerk of the peace of the county, riding, division, liberty, city, borough, or place within which such recognisance shall have been taken, to be proceeded upon in like manner as other recognisances forfeited at quarter sessions may now by law be enforced, and such certificate shall be deemed sufficient *prima facie* evidence of the said recognisance having been forfeited; provided, that, where any such recognisances shall have been taken in England before a magistrate of the police courts of the metropolis, or by any stipendiary magistrate, all sums of money in which any person or persons shall be therein bound may, if the said magistrate shall think fit, be levied, upon such recognisance being forfeited, and on non-payment thereof, together with the costs of the proceedings to enforce such payment, in the same manner as a police magistrate of the metropolis is now empowered to recover any penalty, forfeiture, or sum of money, by s. 45 of the 2 & 3 Vict. [c. 71] intituled "An Act for regulating the Police Courts of the Metropolis," and that all and every the provisions and enactments contained in the said s. 45 shall extend to and be applicable to this Act, in as ample a manner as if they had been herein re-enacted and made part of the same.

14. *Appellants under this Act not allowed to appeal to Quarter Sessions.*] Any person who shall appeal under the provisions of this Act against any determination of a Justice or Justices of the Peace from which he is by law entitled to appeal to the quarter sessions shall be taken to have abandoned such last-mentioned right of appeal, finally and conclusively, and to all intents and purposes.

15. *Extent of Act.*] This Act shall not extend to Scotland.

SCHEDULE (A.)

FEES TO BE TAKEN BY CLERKS TO JUSTICES.	s.	d.
For drawing case and copy, where the case does not exceed five folios of ninety words each	10	0
Where the case exceeds five folios, then for every additional folio	1	0
For the recognisance to be taken in pursuance of the Act	5	0
For every enlargement or renewal thereof	2	6
For certificate of refusal of case	2	0

CAP. XLIV.

An Act to regulate the Institution of Suits at the Instance of the Crown and the Public Departments in the Courts of Scotland. [17th August, 1857.

CAP. XLV.

An Act to make further Provision for defining the Boundaries of certain Denominations of Land in Ireland for public Purposes. [17th August, 1857.

CAP. XLVI.

An Act to appoint additional Commissioners for executing the Acts for granting a Land Tax and other Rates and Taxes. [17th August, 1857.

CAP. XLVII.

An Act to enable Ecclesiastical Persons in Ireland to grant Building Leases of Glebe Lands in certain Cases. [17th August, 1857.

CAP. XLVIII.

An Act to make better Provision for the Care and Education of vagrant, destitute, and disorderly Children, and for the Extension of Industrial Schools. [17th August, 1857.

WHEREAS Industrial Schools for the better training of vagrant children have been and may be established in various parts of England, and it is expedient that more extensive use should be made of such institutions, and that the responsibility of parents to provide for the proper care of their children should be enforced: Be it enacted, &c., as follows:—

1. *Short Title.*] This Act may be cited as the "Industrial Schools Act, 1857."

2. *Interpretation of Terms.*] The following words and expressions shall have the meanings hereby assigned to them respectively, unless there be something in the subject or context repugnant to such construction:

"Police" shall include every policeman, police constable, parish constable, tythingman, or headborough;

"Justices" shall include any two or more justices of the peace acting together, and also any person who by the Act of 11 & 12 Vict. c. 43, ss. 33 and 34, is authorised to do alone whatsoever is authorised by that Act to be done by any two or more justices of the peace;

"Child" shall include any boy or girl who, in the opinion of the justices, is above the age of seven and under the age of fourteen;

"Certified Industrial School" shall mean any school or institution certified under this Act;

"Managers" shall include the directors, managers, or other persons who shall have the management or control of any Certified Industrial School;

"Parent" shall include any person legally liable to maintain a child, and also any person upon whom an order for affiliation has been made and not quashed;

"County" shall include any city, borough, riding, or division of a county having a separate commission of the peace.

3. *Committee of Privy Council on Education may certify any Industrial School under this Act, but not under this Act and* 17 & 18 *Vict. c.* 86.] The committee of her Majesty's Privy Council on education may, upon the application of the managers of any school in which industrial training is provided, and in which children are fed as well as taught, direct such person as they may appoint to examine and report to them upon its condition and regulations, and, if satisfied therewith, may grant a certificate under the hand of the President of her Majesty's Privy Council, or of the Vice-President of the said committee thereof, and thenceforth the school shall be a Certified Industrial School within the meaning of this Act; provided always, that no school shall be certified both under this Act and under the Act of the 17 & 18 Vict. c. 86.

4. *Inspector to report annually.*] The said committee shall direct a report of the condition and regulations of every Certified Industrial School to be made to them at least once in each

year by such person as they may appoint; and if upon his report the committee is dissatisfied with the condition or regulations of the school, they may withdraw their certificate, and, upon notice in writing of such withdrawal having been given to the managers thereof, the school shall cease to be a Certified Industrial School from such time as shall be specified in the notice.

5. *Children taken into Custody for Vagrancy may be sent to School while Inquiries are made.*] When any child is taken into custody on a charge of vagrancy under any local or general Act, the justices, on receiving satisfactory proof in support of such charge, may, if the parent, or in case of an orphan, if the guardian or nearest adult relative, of the child cannot at once be found, and provided there be any Certified Industrial School the managers of which are willing to receive him, order the child to be sent to such Industrial School for any period not exceeding one week, and shall direct due inquiries to be made, and notice (Form A.) to be given to the parent or guardian or nearest adult relative of the child, if any can be found, or to the persons with whom the child is or was last known to have been residing, of the circumstances under which the child has been taken into custody, and that the matter will be inquired into at the time and place mentioned in the notice.

6. *Justice may order Child to be discharged, or sent to a Certified Industrial School, or make Parent responsible.*] At the time and place mentioned in the notice, any justices may make full inquiry into the matter, and may, if they shall think fit, order the child to be discharged altogether, or if the parent (or where the child is an orphan, then the guardian or nearest adult relative) be found, may, on conviction of such child on such charge as aforesaid, deliver him up to his parent (or, where the child is an orphan, to the guardian or nearest adult relative as aforesaid), on his giving an assurance in writing (Form B.) that he will be responsible for the good behaviour of the child for any period not exceeding twelve months, and in default of such assurance being given may, by writing under their hands and seals (Form C.), order the child to be sent for such period as they may think necessary for his education and training to any Certified Industrial School the managers of which are willing to receive him; provided, however, if within the county where the child was taken into custody, or any adjoining county, there shall be any Certified Industrial School conducted on the principles of the religious persuasion to which the parent of the child in the opinion of the justices shall belong, and the managers of such school shall be willing to receive him, such child shall be sent to such last-mentioned school, and not to any other.

7. *Parent liable to Penalty for Neglect during Responsibility.*] If the child, after such assurance as aforesaid being given, be brought up again on a similar charge within the period for which the parent, or, in case of an orphan, the guardian or nearest adult relative, has become responsible for his good behaviour, the justices may inflict a fine upon the parent, or guardian, or nearest adult relative as aforesaid, not exceeding forty shillings, should it be proved to the satisfaction of the justices that the last-mentioned act of vagrancy has taken place through the neglect of the parent.

8. *Time passed in Industrial School to be excluded in Computation of Time under 9 & 10 Vict. c. 66.*] The time during which any child shall be lodged in any Certified Industrial School under this Act, shall, for all the purposes of the Act of the 9 & 10 Vict. c. 66, and of every Act incorporated therewith, be excluded in the computation of the time therein mentioned.

9. *Parent may (under Conditions) have Child sent to a School which he approves.*] If the parent, or, in case of an orphan, if the guardian or nearest adult relative, objects to the Certified Industrial School to which the child has been sent or ordered to be sent, and proposes some other Certified Industrial School, and proves that the managers of it are willing to receive the child, and, if on any other than religious ground, pays, or finds good security to pay, any expenses which may be incurred in consequence of his objection, any justice of the county where the child was taken into custody shall order (Form D.) the child to be sent to the Certified Industrial School proposed by the parent or guardian or nearest adult relative as aforesaid.

10. *Book to be kept in which Religious Denomination of Children to be entered.—Certain Hours to be fixed for Visits of Clergymen.*] In every Industrial School a book shall be kept by the managers, to which access shall be had at all reasonable hours, in which the religious denomination of the child when admitted to the Industrial School shall be entered; and it shall be lawful, upon the representation of the parent, or, in case of an orphan, then of the guardian or nearest adult relative, of any inmate placed in such Industrial School under the provisions of this Act, for a minister of the religious persuasion of the inmate of such Industrial School, at certain fixed hours of the day, which shall be fixed by the managers for the purpose, to visit such schools for the purpose of affording religious assistance to such inmate, and also for the purpose of instructing such inmate in the principles of his religion.

11. *Duplicate of Order to be given to Managers to be sufficient for Detention of Child.*] A duplicate of the order under which any child is, in pursuance of this Act, ordered to be sent to a Certified Industrial School, shall be sent to the managers thereof, and shall be sufficient warrant for the detention of the child.

12. *On Application of Parent, &c., Child may be discharged from School.*] On the application of the parent, or, in case of an orphan, then of the guardian or nearest adult relative, or of the managers, any justices of the county in which the school is situate, or of the county where such parent resides, if satisfied that a suitable employment in life has been provided for the child, or that there is otherwise sufficient cause, may discharge (Form E.) the child from the Certified Industrial School before the full expiration of the period for which he has been sent there, or may order his removal from one Certified Industrial School to another (Form F.), or may order him to be discharged altogether.

13. *Child may be discharged on good Security being found.*] On good security being at any time found by the parent, or by any other person, any justices of the county in which the Certified Industrial School to which the child has been sent is situate, or of the county where such parent resides, shall order (Form G.) the child to be discharged therefrom; provided always, that the security shall be in such amount as the justices determine, or may be rejected by them altogether, on its being proved to their satisfaction that security for the child has at any time and under any circumstances been previously rejected or forfeited.

14. *Child not to be detained beyond the Age of Fifteen.*] No person shall be detained in any Certified Industrial School under this Act beyond the age of fifteen years against his consent.

15. *On Application of Manager, the Parent may be summoned, and ordered to pay according to his Ability.*] Any justices of the county in which the Certified Industrial School to which the child has been sent is situate, or in which the parent is residing, may, upon the complaint of the managers, summon the parent, and examine into his circumstances, and in their discretion may order him (Form H.) to pay to such managers, or to any person authorised by them from time to time to receive it, a weekly sum not exceeding three shillings, until the child attains the age of fifteen years, or is lawfully discharged; and on default of payment for the space of fourteen days the like proceedings may be taken for enforcing and recovering the same as are hereinafter provided for the enforcing and recovering of any penalty or forfeiture imposed by this Act.

16. *Parents' Payment may be diminished or increased.*] The parent or the managers may at any time apply to any justices of the county in which the Certified Industrial School is situate, or in which the parent is residing, for an order to diminish the amount of the weekly sum payable by the parent, or to increase it to an amount not exceeding three shillings per week; and the justices, on proof that the parent or the managers have given to each other (as the case may be) not less than one week's notice in writing of the intended application, and of the time and place of hearing the same, shall make full inquiry into the matter, and may diminish or increase the amount of the weekly sum payable by the parent, as they think fit, or may release him from such payment altogether (Forms I. and K.).

17. *Power to Managers to permit Children to sleep out of School.*] The managers may, at their discretion, permit any child to sleep or lodge at the dwelling of his parent, or of any trustworthy and respectable person, and may also, at their discretion, revoke such permission; provided always, that they shall continue to board and feed the child in all respects as if he were lodging in the Certified Industrial School.

18. *Children absconding, &c., may be sent back to the School.*] If any child, whether lodging in the school or elsewhere, before attaining the age of fifteen years, or being duly discharged, wilfully absconds from the school, or neglects his attendance thereat, any justice of the county in which the Certified Industrial School is situate, or in which the child is re-taken, may, by writing under his hand and seal, order him to be sent back to the school, and to be detained there until he attains the age

of fifteen years, or for such shorter period as the justices think fit.

19. *Penalties on Persons inducing Children to abscond, &c., or harbouring them.*] Any person who directly or indirectly withdraws a child from the Certified Industrial School to which he has been sent, or induces him to abscond therefrom, previous to his attaining the age of fifteen years, or being duly discharged, or who knowingly conceals or harbours him, or in any way prevents his return, shall for every such offence be liable in a penalty not exceeding two pounds, to be recovered by summary proceedings before two justices in or near the place where the offence is committed, or where the offender may at the time being happen to be, in manner provided by the 11 & 12 Vict. c. 43.

20. *Service of Notices.*] The leaving of any summons or notice or order authorised to be issued or made by any justices under this Act at the usual or last known place of abode of the party to whom the same respectively is directed shall in every case be deemed a good and sufficient service thereof.

21. *Guardians may contract with Managers.*] The guardians of any union or any parish wherein the relief to the poor is administered by a board of guardians may, if they deem proper, with consent of the poor-law board, contract with the managers of any Certified Industrial School for the maintenance and education of any pauper child.

22. *What is sufficient Evidence as to Certificate of School, Identity of Child, and making of Orders.*] Whenever it shall be necessary to prove that any Industrial School is duly certified or sanctioned under this Act, the production of an attested copy of the certificate shall be sufficient evidence thereof; and the production of an original duplicate of the order under which any child has been sent to or is detained in any Certified Industrial School under this Act, or a copy of such order with a memorandum signed by the manager or superintendent, or master or matron of any such school, that the young person named in such order was duly received into and is at the signing thereof detained in such school, or has been otherwise disposed of according to law, and the production of an original duplicate of any order made upon the parent under this Act, or a copy thereof certified by the clerk to the justices making the same to be a correct copy, shall in all proceedings whatsoever be sufficient evidence of the due making and signing of all or any of such orders, memorandum, and certificate respectively, and of the sending, detention, and identity of the child or parent named in such orders respectively, without proof of the signatures or official characters of the justices or other persons appearing to have signed the same respectively.

23. *Committee of Education to give Notice of Certified Schools.*] Whenever the committee of her Majesty's Privy Council on Education shall at any time grant a certificate under this Act to any Industrial School, they shall within one calendar month cause a notice thereof to be published in the *London Gazette*, and such publication shall be a sufficient evidence of the fact of such Industrial School having been certified to justify any justices to commit any child thereto, subject to the provisions of this Act; and whenever the committee shall withdraw the certificate granted to any Industrial School, they shall within one calendar month give notice of such withdrawal in the said *Gazette*.

24. *Forms in Schedule may be used.*] The several forms in the schedule to this Act annexed, or any forms to the like effect, shall in all cases be sufficient; provided always, that any summons, notice, or order shall not be invalidated for want of form only.

25. *Extent of Act.*] This Act shall not extend to Ireland or Scotland.

SCHEDULES.

(A.)

Notice by Police to Parent, &c., of Child being in Custody, &c.

To C.B. of the parish of ——, in the county of ——:

I hereby give you notice, pursuant to s. 5 of the "Industrial Schools Act, 1857," that a child named A.B., apparently about —— years of age, the son of [*or* who has been residing with] you the said C.B., has been taken into custody for having been on the —— day of ——, in the parish of ——, in the said *county* of ——, found [*in the words of the Local or General Act*], and that the matter will be inquired into on —— the —— day of ——, at —— o'clock in the forenoon, at ——, before such justices of the peace for the said *county* as may then be there, who may make such order on you the said C.B., to be dealt with according to the said Act, as they may think fit; the said A.B. is in the meantime detained in the —— at ——, by the order of a justice of the peace.

Dated this —— day of ——, 185-.

M.N. {Constable, Inspector, *or* Superintendent of Police of ——.

(B.)

Form of Assurance of Parent for good Behaviour of Child.

Whereas a child named A.B., the son of C.D., has been proved a vagrant; I C.D. hereby undertake to be responsible for the good behaviour of the said child for the period of —— months from the day of the date thereof.

(C.)

Order sending Child to Industrial School.

—— } To the Constable of —— and to the Managers of
to wit. } the —— Certified Industrial School at ——:

Whereas a certain child named A.B., about —— years of age, was this day brought before us, two of her Majesty's justices of the peace for the county of ——, for that he, on the —— day of ——, at ——, was found in the act of vagrancy [*or, as the case may be in s.* 5]; and whereas we have made full inquiry into the matter, pursuant to the "Industrial Schools Act, 1857," and no satisfactory assurance has been given for the future proper care and good behaviour of the said child: Now therefore we, the said justices, do, pursuant to s. 6 of the said Act, order you, the said constable, to take the said child, and him safely convey to the —— Certified Industrial School at —— aforesaid, and there to deliver him, together with this order; and we do hereby command you the said Managers (it appearing to us that you are willing to receive him therein) to receive the said child into your charge in the said school, and there to detain, educate, and train him for the period of —— from the date hereof.

Given under our hands and seals this —— day of ——, at ——, in the *county* aforesaid. [*Signatures and seals of justices.*]

(D.)

Second Order Changing School.

To the Managers of the —— Certified Industrial School at ——, and to the Managers of the —— Certified Industrial School at ——:

Whereas a certain child named A.B., about —— years of age, was on the —— day of ——, by the order of ——, two of her Majesty's justices of the peace for the *county* of ——, pursuant to the "Industrial Schools Act, 1857," taken to the —— Certified Industrial School at ——, there to be detained for the period of —— from the said day of ——, and he is now detained therein [*if so*]; and whereas C.B., according to the provisions of the said Act entitled to object, has objected to the said school, and has proposed the —— Certified Industrial School at ——, and proved to me the undersigned, one of her Majesty's justices of the peace for the *county* of ——, where the child was taken into custody, that the Managers of the —— Certified Industrial School at —— are willing to receive the said child, and the said C.D. has also complied with the other conditions of s. 9 of the said Act: These are therefore, pursuant to s. 9 of the said Act, to order you the said Managers of the —— Certified Industrial School at —— to deliver up the said child forthwith to the —— Certified Industrial School at ——; and you the said Managers of the said last-mentioned school are hereby required to receive the said child into your charge in the said school, and there to detain, educate, and train him for the period of —— from the —— day of ——.

Given under my hand and seal this —— day of ——, at ——, in the *county* aforesaid. J. S. (L.S.)

(E.)

Order for Discharge of Child on Employment being found for him.

To the Managers of the —— Certified Industrial School at ——:

Whereas a certain child named A.B., about —— years of age, was on the —— day of ——, by the order of ——, two of her Majesty's justices of the peace for the *county* of ——, made pursuant to the "Industrial Schools Act, 1857," taken to the —— Certified Industrial School at ——, there to be detained for the period of —— from the said —— day of ——, and he is now detained therein;* and whereas it appears to us, two of her Majesty's justices of the peace for the *county* of —— in which the school is situate [*or* in which the parent or guardian or nearest adult relative of the said child resides], that suitable employment in life has been provided for the said child [*or* there appears to us, &c., sufficient cause for the discharge of the said child]: These are therefore, pursuant to s. 12 of the said Act, to command you, the said Managers, forthwith to discharge the said child, and to deliver him into the charge of ——, who brings this order.

Given under our hands and seals this —— day of ——, at ——, in the *county* aforesaid. [*Signatures and seals of justices.*]

(F.)

Order changing School on Assurance being given for future good Behaviour.

To the Managers of the —— Certified Industrial School at ——, and to the Managers of the —— Certified Industrial School at ——.

[*Proceed to the asterisk* in the form* (E.), *and then say*]: And whereas it appears to us desirable that the said child should be removed from the said —— Certified Industrial School to the said —— Certified Industrial School (the managers of which said last-mentioned school being willing to receive the said child therein): These are therefore, pursuant to s. 12 of the said Act, to order you the said Managers of the —— Certified Industrial School at —— to deliver up the said child forthwith to the —— Certified Industrial School, or to any person authorised by them to receive the child, at ——; and you the said Managers of the last-mentioned school are hereby required to receive the said child into your charge in the said school, and there to detain, educate, and train him for the period of —— from the —— day of ——.

Given under our hands and seals this —— day of ——, at ——, in the *county* aforesaid. [*Justices' signatures and seals.*]

(G.)

Order for Discharge of Child on Security given for future good Behaviour.

[*Proceed to the asterisk* in the form* (E.), *and then say*]: And whereas good security has been found before us, two of her Majesty's justices of the peace for the *county* of ——, in which the school is situate [*or* in which the parent or guardian or nearest adult relative of the said child resides], for the future good behaviour of the said child*: These are therefore, pursuant to s. 13 of the said Act, to command you, the said Managers, forthwith to discharge the said child, and to deliver him into the charge of ——, who brings this order.

Given under our hands and seals this —— day of ——, at ——, in the *county* aforesaid. [*Signatures and seals of justices.*]

(H.)

Order on Parent to pay Weekly Sum to Managers of School.

To C.B., of ——, in the *county* of ——, *Carpenter:*

Be it remembered, that, on this —— day of ——, in the year of our

Lord, 185–, at —— in the *county* of ——, a certain complaint of E.F., one of the Managers of the —— Certified Industrial School at ——, made under s. 14 of the "Industrial Schools Act, 1857," for that by a certain order of justices bearing date the —— day of ——, a certain child named A.B., of the age of —— years, was sent to and is now detained in the said Certified Industrial School pursuant to the said Act, and that the said child is the son of the said C.B. [*or* was, at the time of his removal to the said school, residing with the said C.B.], was duly heard by and before us the undersigned, two of her Majesty's justices of the peace in and for the said *county* of —— (wherein the said school is situate, *or* wherein the said C.B. is residing) in the presence and hearing of the said C.B. [*if so, or* the said C.B. not appearing to the summons duly issued and served in this behalf]; and we, having duly examined into the circumstances of the said C.B., do, pursuant to s. 14 of the said Act, order the said C.B., weekly and every week from the —— day of ——, to pay to the Managers of the said Certified Industrial School, or to such person as the said Managers may from time to time authorise to receive the same, the sum of —— shillings for the maintenance, clothing, education, care, and training of the said child, until the said child shall attain the age of fifteen years, or shall be lawfully discharged from the said school.

Given under our hands and seals this —— day of ——, at ——, in the *county* aforesaid. [*Justices' signatures and seals.*]

(I.)

Order diminishing or increasing weekly Payment by Parent.

To C. B. of ——, and to the Managers of the —— Certified Industrial School at ——:

Whereas, by a certain order of [us the undersigned, *if so*], two of her Majesty's justices of the peace for the *county* of ——, made on the —— day of ——, pursuant to s. 14 of the "Industrial Schools Act, 1857" [we] the said justices ordered that you the said C. B. should weekly and every week pay to the Managers of the said school the sum of —— for the maintenance, clothing, education, care, and training of a certain child named A. B. (who is the son of [*or* who had been residing with] you the said C. B.), and who had been theretofore duly sent to, and was then, and now is detained in the said Certified Industrial School for the period therein mentioned; * now therefore we the said justices, seeing cause to diminish [*or* increase] the amount of the said weekly payment, do order, pursuant to s. 15 of the said Act, that the said weekly payment to be made by you the said C. B. to you the said Managers shall, from the —— day of ——, be the sum of —— per week, and no more.

Given under our hands and seals this —— day of ——, at ——, in the *county* aforesaid. [*Justices' signatures and seals.*]

(K.)

Order releasing Parent from Payment altogether.

[*Proceed as in form (I.) to the asterisk*, and then say*]: Now, therefore, we the said justices, seeing cause to release the said C. B. from the said weekly payment altogether, do order, pursuant to s. 15 of the said Act, that you the said C. B. shall be released altogether from the payment of the aforesaid weekly sum to the said Managers from the —— day of ——.

Given under our hands and seals this —— day of ——, at ——, in the *county* aforesaid.

CAP. XLIX.

An Act to amend the Law relating to Banking Companies.

[17th August, 1857.

WHEREAS it is expedient to amend the law relating to copartnerships and companies carrying on the business of Banking, and hereinafter included under the term Banking Companies: Be it enacted, &c., as follows:—

PRELIMINARY.

1. *Short Title.*] This Act may be cited for all purposes as "The Joint-Stock Banking Companies Act, 1857."

2. *Joint-Stock Companies Acts to be incorporated with this Act.*] The Joint-Stock Companies Acts, 1856, 1857, shall be deemed to be incorporated with and to form part of this Act.

REGISTRATION OF EXISTING BANKING COMPANIES.

3. *Sect. 2 of 19 & 20 Vict. c. 47, repealed.*] The 2nd section of the Joint-Stock Companies Act, 1856, shall be repealed so far as relates to persons associated together for the purpose of banking, subject to this proviso, that no existing or future Banking Company shall be registered as a limited company.

4. *Banking Companies required to register under this Act.*] Every Banking Company consisting of seven or more persons, and formed under the Acts following, or either of them—that is to say,

(1) An Act passed in the 8th Vict., c. 113, and intituled "An Act to regulate Joint-Stock Banks in England;"

(2) An Act passed in the 10th Vict., c. 75, and intituled "An Act to regulate Joint-Stock Banks in Scotland and Ireland,"

shall, on or before the 1st of January, 1858, register itself as a company under this Act.

5. *Penalty on Neglect to register.*] If any Banking Company hereby required to register under this Act makes default in registering on or before the said 1st of January, 1858, then, from and after such day, until the day on which such company is registered under this Act, the following consequences shall ensue—that is to say,

(1) The company shall be incapable of suing either at law or in equity, but shall not be incapable of being made a defendant to a suit either at law or in equity;

(2) No dividend shall be payable to any shareholder in such company;

(3) Each director or manager of the company shall for each day during which the company is in default incur a penalty of £5, and such penalty may be recovered by any person, whether a shareholder or not in the company, and be applied by him to his own use.

Nevertheless such default shall not render the company so being in default illegal, nor subject it to any penalty or disability, other than as specified in this section.

6. *Banking Companies permitted to register under this Act.*] Any Banking Company consisting of seven or more persons, having a capital of fixed amount, and divided into shares also of fixed amounts, legally carrying on the business of Banking previously to the passing of this Act, and not being a company hereby required to be registered, may at any time hereafter, with the assent of a majority of such of its shareholders as may have been present in person, or in cases where proxies are allowed by the regulations of the company, by proxy, at some general meeting summoned for the purpose, register itself as a company other than a limited company under this Act, and when so registered all such provisions contained in any Act of Parliament, letters patent, or deed of settlement, constituting or regulating the company, as are inconsistent with the Joint-Stock Companies Acts, 1856, 1857, or with this Act, shall no longer apply to the company so registered; but such registration shall not take away or affect any powers previously enjoyed by such company of banking, issuing notes payable on demand, or of doing any other thing.

7. *Existing Companies not to pay Fees.*] No fees shall be payable in respect of the registration under this Act of any Banking Company existing at the time of the passing of this Act.

8. *Registration under this Act not to affect Obligations incurred previously to Registration.*] The registration under this Act of any Banking Company existing at the time of the passing of this Act, and hereby required or authorised to be registered, shall not affect or prejudice the liability of such company to have enforced against it or its right to enforce any debt or obligation incurred, or any contract entered into by, to, with, or on account of such company, previously to such registration; and all such debts, obligations, and contracts shall be binding on the company when so registered, and the other parties thereto, to the same extent as if such registration had not taken place.

9. *Saving of Liabilities of Persons holding Shares before Registration under Act.*] Every person who at or previously to the date of the registration under this Act of any Banking Company hereby required or authorised to be registered may have held shares in such company shall, in the event of the same being wound up by the Court or voluntarily, be liable to contribute to the assets of the company the same amount that he would if this Act had not been passed have been liable to pay to the company, or for or on account of any debt of the company in pursuance of any action, suit, judgment, or other legal proceeding that might, if this Act had not been passed, have been instituted or enforced against himself or the company.

10. *Continuation of existing Actions and Suits.*] All such actions, suits, and other legal proceedings as may at the time of the registration under this Act of any company hereby required or authorised to be registered have been commenced by or against such company or the public officer thereof may be continued in the same manner as if such registration had not taken place; nevertheless execution shall not issue against the effects of any individual shareholder in or member of such company upon any judgment, decree, or order obtained against such company in any action, suit, or proceeding so commenced as aforesaid; but, in the event of the property and effects of the company being insufficient to satisfy such judgment, decree, or order, an order may be obtained for winding up the company in manner directed by the Joint-Stock Companies Acts, 1856, 1857.

WINDING UP OF THE BANKING COMPANIES.

11. *Certain Acts not to apply to Companies registered under this Act or Acts incorporated herewith.*] The following Acts, that is to say—

(1) The Act of the 11th Vict., c. 45,
(2) The Act of the 13th Vict., c. 108,
(3) The Act of the 8th Vict., c. 111,
(4) The Act of the 9th Vict., c. 98,

shall not apply to companies registered under this Act or under the Acts incorporated herewith or either of them; and all com-

panies so registered shall be wound up in manner directed by the said incorporated Acts.

REPEAL.

12. *7 & 8 Vict. c. 113, and 9 & 10 Vict. c. 75, repealed.*] The above-mentioned Acts, that is to say—

The said Act passed in the 8th Vict., c. 113.

The said Act passed in the 10th Vict., c. 75.

shall forthwith be repealed as respects any Banking Company to be formed hereafter, and shall, from and after such time as any company formed in pursuance of such Acts or either of them may have registered as a company under this Act, but not before, be repealed as respects the company so registered; and the articles of Table B. in the schedule annexed to the Joint-Stock Companies Act, 1856, relating to "Shares," to "Transmission of Shares," and to "Forfeiture of Shares," and numbered from 1 to 19, both inclusive, shall, from and after such time as last aforesaid, but subject to the power of alteration conferred by the Joint-Stock Companies Acts, 1856, 1857, be deemed to be regulations of any company formed in pursuance of the said Acts passed in the 8th and 10th years of her present Majesty; nevertheless such repeal shall not affect any penalty, forfeiture, or other punishnmet incurred or to be incurred in respect of any offence against any Acts hereby repealed committed before such repeal comes into operation; and notwithstanding anything contained in the said Act of the 8th Vict., c. 113, or in any other Act, it shall be lawful for any number of persons, not exceeding ten, to carry on in partnership the business of banking in the same manner and upon the same conditions in all respects as any company, if not more than six persons, could before the passing of this Act have carried on such business.

FORMATION OF NEW BANKING COMPANIES.

13. *New Banking Companies.*] Seven or more persons associated for the purpose of banking may register themselves under this Act as a company other than a limited company, subject to this condition, that the shares into which the capital of the company is divided shall not be of less amount than £100 each; but not more than ten persons shall, after the passing of this Act, unless registered as a company under this Act, form themselves into a partnership for the purpose of banking, or if so formed carry on the business of banking.

EXAMINATION OF AFFAIRS IN COMPANY.

14. *One-third in Number and Value of Shareholders to apply for Inspectors.*] No appointment of inspectors to examine into the affairs of any Banking Company shall be made by the Board of Trade, in pursuance of the Joint-Stock Companies Act, 1856, except upon the application of one-third at the least in number and value of the shareholders in such company.

19TH SECTION OF JOINT-STOCK COMPANIES ACT NOT TO APPLY.

15. *Sect. 19 of 19 & 20 Vict. c. 47 not applicable to Companies in Scotland.*] The 19th section of the Joint-Stock Companies Act, 1856, shall not apply to any Banking Company in Scotland registered under this Act.

TRANSFER OF TRUST PROPERTY.

16. *Transfer of Trust Property to Company.*] All such estate or interest in real and personal property in England and Ireland, and in property, heritable and moveable, in Scotland, and all such deeds, bonds, obligations, and rights as may belong to or be vested in any person or persons in trust for any Banking Company at the date of its registration under this Act, or in trust for any other company at the date of its registration under he Joint-Stock Companies Acts, 1856, 1857, shall immediately on registration vest in such banking or other company; but no merger shall take place of any estates by reason of their uniting in the company under this section, without the express consent of the company, certified by some instrument under their common seal.

BANKING COMPANIES NOT REGISTERED AS SUCH.

17. *Liability of Banking Company that is not registered as such.*] If, through inadvertence or otherwise, a company that is in fact a Banking Company has, previously to the passing of this Act, been registered as a limited company under the Joint-Stock Companies Act, 1856, or if, through inadvertence or otherwise, a company that is in fact a Banking Company is hereafter registered under the said Joint-Stock Companies Acts, 1856, 1857, as a limited company, any company so registered shall not be illegal, nor shall the registration thereof be invalid, but it shall be subject to the following liabilities; that is to say—

(1) Any creditor or member of the company may petition the Court to have it wound up, and the fact of its being registered as a limited company shall of itself be a sufficient circumstance on which an order shall be made for winding up the same;

(2) In the event of such company being wound up, the contributories shall, whether the company is or not registered as a limited company, be liable to contribute to the assets of the company to an amount sufficient to pay its debts, and the costs, charges, and expenses of winding up the same.

SAVING CLAUSES.

18. *Exemption of certain existing Banking Companies from Joint-Stock Companies Acts.*] The Joint-Stock Companies Acts, 1856, 1857, shall not apply to any Banking Company legally carrying on the business of banking previously to the passing of this Act, and not hereby required to be registered, until such time as such company registers itself under this Act, in pursuance of the power hereby given in that behalf.

19. *Not to affect Provisions of 7 & 8 Vict. c. 32, and 8 & 9 Vict. c. 38.*] Nothing herein contained shall affect an Act passed in the 8th Vict., and intituled "An Act to regulate the Issue of Bank Notes, and for giving to the Governor and Company of the Bank of England certain Privileges for a limited Period," or an Act passed in the 9th Vict., c. 38, intituled "An Act to regulate the Issue of Bank Notes in Scotland," or any other Act relating to the issue or circulation of bank notes.

CAP. L.

An Act to amend the Acts concerning Municipal Corporations in England. [17th August, 1857.

WHEREAS, by s. 75 of the 5 & 6 Will. 4, c. 76, "To provide for the Regulation of Municipal Corporations in England and Wales," it was provided, that the trustees appointed under any Act of Parliament for paving, lighting, cleansing, watching, regulating, supplying with water, and improving any borough named in one of the schedules (A.) and (B.) to the Act now in recital, or part thereof, might, if it should seem to them expedient, transfer all the powers vested in them as such trustees by any such Act to the body corporate of such borough, and the body corporate of such borough should thenceforth be trustee for executing by the council of such borough the several powers and provisions of any such Act of Parliament; provided always, that no such transfer should be made of the powers vested by virtue of the Acts mentioned in schedule (E.) to the Act now in recital which relate to the town of Cambridge, without the consent of the chancellor, masters, and scholars of the University of Cambridge: and whereas doubts have arisen as to the construction of the said section, and it is expedient to amend the same as hereinafter provided: Be it therefore enacted, &c., as follows:—

1. *Sect. 75 of 5 & 6 Will. 4, c. 76 repealed.*] The hereinbefore recited enactment shall be repealed, save so far as relates to any transfer made thereunder before the passing of this Act.

2. *Powers, Property, and Liabilities of Trustees for Paving, &c., may be, on the Grant of a Charter of Incorporation under 5 & 6 Will 4, c. 76, transferred to the Body Corporate of the Borough.*] The trustees appointed or acting by or under any Act of Parliament for paving, lighting, supplying with water or gas, or cleansing, watching, regulating, or improving, or for providing or maintaining a cemetery or market in or for any borough named in one of the said schedules to the said Act of 5 & 6 Will. 4, or to which a charter of incorporation has been since the passing of this Act or shall be hereafter granted under the provisions of the said Act or otherwise, or any part of any such borough, and whether the powers of such trustees under any such Act do or do not extend beyond the limits of such borough, may, if it seem to them expedient, at a meeting to be called for that purpose, transfer to the body corporate of such borough all the rights, powers, estates, property, and liabilities of such trustees under any such Act as aforesaid, and such transfer shall be made in writing under the common seal of the said trustees if they be a corporation, or, if not a corporation, then by deed executed by the trustees or any two of them acting by the authority of and on behalf of all such trustees; and upon any such transfer being so made, the body corporate to whom such transfer is made shall become and be trustee for executing, by the council of the borough, the several powers and provisions of any such Act as aforesaid; and all the rights, powers, estates, and property vested in the trustees making such transfer shall vest in such body corporate, and all the liabilities and obligations of the said trustees shall stand transferred to and be borne by such body corporate, and the said trustees shall be freed and discharged from all such liabilities and obligations, but nothing herein contained shall authorise any such transfer in

the case of the town of Cambridge without the consent required by the said recited enactment.

3. *No Transfer to be made without a Resolution of the Borough Council.*] Provided always, that no such transfer as aforesaid shall be made or take effect unless and until the council of the borough have resolved, at a meeting of such council holden and convened in manner required by the said Act of Will. 4, to accept the same.

4. *Confirmation of Transfers under 5 & 6 Will. 4, c. 76, s. 75, of Property and Liabilities.*] Where, under the hereinbefore recited enactment, the trustees under any such Act of Parliament as therein mentioned have transferred to the body corporate of any borough the powers vested in such trustees under such Act, and the transfer so made purports to extend to the estates and property vested in such trustees, and their liabilities and obligations on any of such matters, the transfer so made shall be deemed to have been authorised by the said enactment.

5. *All Duties imposed upon Town Clerks of Boroughs, &c., by the Act 3 Geo. 4, c. 46, to be performed by the Clerks of the Peace.*] Whereas, by an Act passed in the 3rd Geo. 4, c. 46, intituled "An Act for the more speedy Return and levying of Fines, Penalties, and Forfeitures, and Recognisances estreated," certain duties are imposed upon the town clerks of cities, boroughs, or places in England: From and after the passing of this Act, all duties imposed upon town clerks by such Act shall be performed by the clerks of the peace for such cities, boroughs, and places, where the offices of town clerk and clerk of the peace are not united in the same person; and such clerks of the peace are hereby required to make all returns, issue all processes, and do and perform all other acts which are imposed upon town clerks by the said recited Act.

6. *In Boroughs consisting of more than One Parish, in case the Burgess Roll for any Parish not made out in any Year, previous Burgess Roll to continue in force for such Parish.*] Whereas, by an Act passed in the 7th Will. 4 and the 1st Vict., c. 78, "To amend an Act for the Regulation of Municipal Corporations in England and Wales," it was enacted, that, in every borough in which by reason of any neglect or informality a new burgess roll of the said borough shall not have been made in any year within the time directed by the said Act for the regulation of Municipal Corporations, the burgess roll which was in force before the time appointed for the revision shall continue in force until such new burgess roll shall have been duly made; and whereas the said recited enactment applies only to any borough in which a new burgess roll shall not have been made as therein mentioned; and whereas it is expedient to provide as to any borough consisting of more parishes than one, wholly or in part within any borough in which a new burgess roll shall have been made out, but in which the burgess list or lists of one or more of such parishes wholly or in part within such borough shall have been omitted: Be it enacted, that, in every borough consisting of more parishes than one wholly or in part within such borough in which by reason of any neglect or informality a burgess list of any parish or of parts of any parish within such borough shall not have been made out in any year, or in case such burgess list shall not have been revised as required by the said Act for the regulation of Municipal Corporations, so much of the burgess roll which was in force before the time appointed for the revision as contains the names of the burgesses entitled to vote in respect of property within such parish or part of parish shall continue in force, and be taken to be the list of burgesses entitled to vote in respect of such property until a burgess list for such parish or part of parish shall have been revised and become part of the burgess roll.

7. *Overseers of the Poor to make out Burgess Roll on or before the 1st of September in every Year.*] Whereas, by the 15th section of the Act "To provide for the Regulation of Municipal Corporations in England and Wales," it was enacted, that, on the 5th of September in every year, the overseers of the poor of every parish wholly or in part within any borough shall make out a list, to be called "the Burgess List," according to the provisions therein contained, and shall deliver the same to the town clerk of the borough on the said 5th of September in every year, and shall keep a true copy of such lists, to be perused without payment of any fee at all reasonable hours between the 5th and 15th of September in every year, and that the town clerk shall forthwith cause copies of all overseers' lists so delivered to him to be printed, and shall cause a copy of all such lists to be published as therein provided on every day during the week next preceding the 15th of September in every year; and whereas it has been found in populous boroughs that the several matters so required to be done by the town clerk cannot be duly carried into effect within the time so specified in that behalf: Be it enacted, that, from and after the passing of this Act, the overseers of the poor of every parish wholly or in part within any borough shall, on or before the 1st of September in every year, instead of on the 5th of September, make out a list to be called "the Burgess List," according to the provisions in the said recited section contained, and shall, on or before the said 1st of September in every year, instead of on the 5th of September, deliver the same to the town clerk of the borough, and shall keep a true copy of such lists, to be perused by any person without payment of any fee at all reasonable hours between the 1st and 15th of September in every year, instead of between the 5th and 15th of September.

8. *Acts to be construed as One.*] The said Act of Will. 4 and this Act shall be construed together as one Act.

CAP. LI.

An Act to guarantee a Loan for the Service of New Zealand. [17th August, 1857.

CAP. LII.

An Act for discharging Claims of the New Zealand Company on the Proceeds of Sales of Waste Lands in New Zealand. [17th August, 1857.

CAP. LIII.

An Act to amend the Act for granting a Representative Constitution to the Colony of New Zealand. [17th August, 1857.

CAP. LIV.

An Act to make better Provision for the Punishment of Frauds committed by Trustees, Bankers, and other Persons intrusted with Property. [17th August, 1857.

WHEREAS it is expedient to make better provision for the punishment of frauds committed by trustees, bankers, and other persons intrusted with property: Be it enacted, &c., as follows:—

1. *Trustees fraudulently disposing of Property guilty of a Misdemeanor.*] If any person being a trustee of any property for the benefit, either wholly or partially, of some other person, or for any public or charitable purpose, shall, with intent to defraud, convert or appropriate the same or any part thereof to or for his own use or purposes, or shall, with intent aforesaid, otherwise dispose of or destroy such property or any part thereof, he shall be guilty of a misdemeanor.

2. *Bankers, &c., fraudulently selling, &c., Property intrusted to their Care, guilty of Misdemeanor.*] If any person being a banker, merchant, broker, attorney, or agent, and being intrusted for safe custody with the property of any other person, shall, with intent to defraud, sell, negotiate, transfer, pledge, or in any manner convert or appropriate to or for his own use such property or any part thereof, he shall be guilty of a misdemeanor.

3. *Persons under Powers of Attorney fraudulently selling Property guilty of Misdemeanor.*] If any person intrusted with any power of attorney for the sale or transfer of any property shall fraudulently sell or transfer or otherwise convert such property or any part thereof to his own use or benefit, he shall be guilty of a misdemeanor.

4. *Bailees fraudulently converting Property to their own Use guilty of Larceny.*] If any person, being a bailee of any property, shall fraudulently take or convert the same to his own use, or the use of any person other than the owner thereof, although he shall not break bulk or otherwise determine the bailment, he shall be guilty of larceny.

5. *Directors, &c., of any Body Corporate or Public Company fraudulently appropriating Property.*] If any person, being a director, member, or public officer of any body corporate or public company, shall fraudulently take or apply, for his own use, any of the money or other property of such body corporate or public company, he shall be guilty of a misdemeanor.

6. *Or keeping fraudulent Accounts.*] If any person, being a director, public officer, or manager of any body corporate or public company, shall as such receive or possess himself of any of the money or other property of such body corporate or public company otherwise than in payment of a just debt or demand, and shall, with intent to defraud, omit to make or to cause or direct to be made a full and true entry thereof in the books and accounts of such body corporate or public company, he shall be guilty of a misdemeanor.

7. *Or wilfully destroying Books, &c.*] If any director, manager, public officer, or member of any body corporate or public company shall, with intent to defraud, destroy, alter, mutilate, or falsify any of the books, papers, writings, or securities belong-

ing to the body corporate or public company of which he is a director or manager, public officer or member, or make or concur in the making of any false entry, or any material omission in any book of account or other document, he shall be guilty of a misdemeanor.

8. *Or publishing fraudulent Statements, guilty of Misdemeanor.*] If any director, manager, or public officer of any body corporate or public company shall make, circulate, or publish, or concur in making, circulating, or publishing, any written statement or account which he shall know to be false in any material particular, with intent to deceive or defraud any member, shareholder, or creditor of such body corporate or public company, or with intent to induce any person to become a shareholder or partner therein, or to intrust or advance any money or property to such body corporate or public company, or to enter into any security for the benefit thereof, he shall be guilty of a misdemeanor.

9. *Persons receiving Property fraudulently disposed of, knowing the same to have been so, guilty of Misdemeanor.*] If any person shall receive any chattel, money, or valuable security which shall have been so fraudulently disposed of as to render the party disposing thereof guilty of a misdemeanor under any of the provisions of this Act, knowing the same to have been so fraudulently disposed of, he shall be guilty of a misdemeanor, and may be indicted and convicted thereof, whether the party guilty of the principal misdemeanor shall or shall not have been previously convicted, or shall or shall not be amenable to justice.

10. *Punishment for a Misdemeanor under this Act.*] Every person found guilty of a misdemeanor under this Act shall be liable, at the discretion of the Court, to be kept in penal servitude for the term of three years, or to suffer such other punishment, by imprisonment for not more than two years with or without hard labour, or by fine, as the Court shall award.

11. *No Person exempt from answering Questions in any Court; Evidence not admissible in Prosecutions under this Act.*] Nothing in this Act contained shall enable or entitle any person to refuse to make a full and complete discovery by answer to any bill in equity, or to answer any question or interrogatory in any civil proceeding in any court of law or equity, or in the Courts of Bankruptcy or Insolvency; but no answer to any such bill, question, or interrogatory shall be admissible in evidence against such person in any proceeding under this Act.

12. *No Remedy at Law or in Equity shall be affected.—Convictions shall not be received in Evidence in Civil Suits.*] Nothing in this Act contained, nor any proceeding, conviction, or judgment to be had or taken thereon against any person under this Act, shall prevent, lessen, or impeach any remedy at law or in equity which any party aggrieved by any offence against this Act might have had if this Act had not been passed; but no conviction of any such offender shall be received in evidence in any action at law or suit in equity against him; and nothing in this Act contained shall affect or prejudice any agreement entered into or security given by any trustee, having for its object the restoration or repayment of any trust property misappropriated.

13. *No Prosecution shall be commenced without the Sanction of some Judge or the Attorney-General.*] No proceeding or prosecution for any offence included in the 1st section, but not included in any other section of this Act, shall be commenced without the sanction of her Majesty's Attorney-General, or, in case that office be vacant, of her Majesty's Solicitor-General; provided, that, where any civil proceeding shall have been taken against any person to whom the provisions of the said 1st section, but not of any other section of this Act, may apply, no person who shall have taken such civil proceeding shall commence any prosecution under this Act without the sanction of the Court or Judge before whom such civil proceeding shall have been had or shall be pending.

14. *If Offence amounts to Larceny, Person not to be acquitted of a Misdemeanor.*] If, upon the trial of any person under this Act, it shall appear that the offence proved amounts to larceny, he shall not by reason thereof be entitled to be acquitted of a misdemeanor under this Act.

15. *Costs of Prosecutions.*] In every prosecution for any misdemeanor against this Act, the Court before which any such offence shall be prosecuted or tried may allow the expenses of the prosecution in all respects as in cases of felony.

16. *Misdemeanors not triable at Sessions.*] No misdemeanor against this Act shall be prosecuted or tried at any court of general or quarter sessions of the peace.]

17. *Interpretation of certain Terms.*] The word "Trustee" shall in this Act mean a Trustee on some express trust created by some deed, will, or instrument in writing, and shall also include the heir and personal representative of any such Trustee, and also all executors and administrators, liquidators under the Joint-Stock Companies Act, 1856, and all assignees in bankruptcy and insolvency. The word "Property" shall include every description of real and personal property, goods, raw or other materials, money, debts, and legacies, and all deeds and instruments relating to or evidencing the title or right to any property, or giving a right to recover or receive any money or goods; and such word Property shall also denote and include not only such real and personal property as may have been the original subject of a trust, but also any real or personal property into which the same may have been converted or exchanged, and the proceeds thereof respectively, and anything acquired by such proceeds.

18. *Act not to extend to Scotland.*] This Act shall not extend to Scotland.

CAP. LV.

An Act to promote the Establishment and Extension of Reformatory Schools in England. [25th August, 1857.

FOR promoting the establishment and extension of Reformatory Schools in England, be it enacted, &c., as follows:—

1. *Power to Justices of a County or Council of Borough Sessions to grant Money in aid of Reformatory Schools.*] It shall be lawful for the justices of the peace of any county, in general or quarter sessions, or for the council of any borough having a separate court of sessions of the peace, upon the application of the directors or managers of any Reformatory School for youthful offenders already established, in whole or in part, by voluntary contributions, or of the promoters of a Reformatory School intended to be so established, to make an order for the payment of money in aid of such Reformatory School, or of the establishment thereof, subject to such conditions as may be agreed upon between such justices or council, and such directors managers, or promoters.

2. *Notice of the proposed Grant to be given.*] Not less than two months notice shall be given by the clerk of the peace of such county, in some newspaper or newspapers commonly circulated in such county, of the day on which any motion for such order under this Act is to be considered, and the clerk of the peace of the county shall give such notice on the requisition of any five justices acting for such county; and every order by the council of any borough for the payment of money shall be made at a special meeting of such council to be called for that purpose, and notice of such intended resolution shall be given two months before the meeting of the council by advertisement in some newspaper or newspapers generally circulating within the said borough.

3. *Money granted to be applied in Purchase of Site, in building, and for like permanent Objects.*] The money ordered to be paid under this Act in aid of a Reformatory School shall be applicable to the following purposes—viz.

Towards defraying the expenses of purchasing the site of a School on its first establishment, or the site of any extension or new establishment for the purposes of a School already established, or the expenses of building or fitting up a School on its first establishment, or erecting, altering, or enlarging or fitting up any buildings for the extension or improvement of a School already established; and the justices or council, as the case may be, shall provide for the application of such money accordingly.

4. *No Money to be granted to Schools already established, unless certified under 17 & 18 Vict. c. 86.—Plans to be approved by Secretary of State.*] Provided, that no money shall be ordered to be paid under this Act in aid of any Reformatory School established at the time of the grant, unless the institution has been certified by the Secretary of State under the provisions of the Act of the 17 & 18 Vict. c. 86, to be useful and efficient for its purpose, nor shall any money be paid under any such order in aid of any School which shall have been so certified in case such certificate shall have been withdrawn; and in every case where money is ordered to be paid under this Act, the plan and particulars of the School intended to be established, or of the extension or new establishment for the purposes of a School already established (as the case may be), shall, before payment of money under the order, be submitted to and approved of by one of her Majesty's principal Secretaries of State.

5. *Justices or Council may contract with the Managers for the Reception of Offenders from their County or Borough.*] It shall

be lawful for the justices of the peace of any county in general or quarter sessions (notice having been given as herein provided in the case of an order for the payment of money), or for the council of any borough having a separate court of sessions of the peace, at a special meeting of such council called for the purpose, to appoint and empower a committee of such justices or council to enter into an agreement with the directors or managers of any Reformatory School, certified as aforesaid for the reception and keeping in such School from time to time of offenders from such county or borough sentenced to be detained in a Reformatory School, in consideration of such periodical payments as may be agreed upon with such managers or directors; and such justices or council may direct the payment of the money which may from time to time become payable under such agreement.

6. *Schools may be visited by Clergymen of Religious Persuasion of Offenders.*] In every Reformatory School aided by a grant of money under this Act, or in relation to which any such agreement as last aforesaid shall have been entered into, it shall be lawful, upon the representations of the parent, or in case of an orphan then of the guardian or nearest adult relative, of any offender detained in any such School, for a minister of the religious persuasion of such offender, at certain fixed hours of the day, which shall be fixed by the managers or directors for the purpose, to visit such School for the purpose of affording religious assistance to such offender, and also for the purpose of instructing such offender in the principles of his religion.

7. *Moneys granted under this Act how to be raised.*] All moneys ordered to be paid under this Act by any justices or council shall be raised and paid in the same manner and subject to the same conditions as moneys to be raised by the justices or council respectively for building, rebuilding, or enlarging any gaol under their respective management; and all moneys directed to be paid from time to time by any justices or council, in pursuance of any agreement under this Act, shall be raised and paid in the same manner as moneys to be raised for the ordinary current expenditure of their several gaols.

8. *Contribution by Parents to the Maintenance of Offenders in a Reformatory School how to be enforced.*] In every case in which any juvenile offender shall be sentenced to be detained in a Reformatory School under the said Act of the 17 & 18 Vict., or any of the Acts amending the same, by any justices of the peace in petty sessions, or by any stipendiary or police-magistrate in England and Wales, such justices or magistrate, at the time of passing such sentence, or within fourteen days thereof, may issue a summons calling upon the parent or step-parent of such offender to appear before them or him; and on the hearing of such summons, whether the party summoned shall appear or not, may examine into the ability of such parent or step-parent to contribute to such offender's support and maintenance, and may make an order upon him or her for the payment of such weekly sum (not exceeding five shillings) as shall seem reasonable during the whole or any part of the detention of such offender in such Reformatory School; and in every case in which such sentence of detention shall be passed by any court of assize or quarter sessions in England and Wales, such court shall direct any officer of the same to certify the said sentence to the next meeting of justices in petty sessions for the district or town from which such offender shall have been committed (or to any police or stipendiary magistrate of the said district, as the case may be), and such justices or magistrate may proceed to summon the parent or step-parent of such offender, and to make an order upon him or her in manner hereinbefore provided, as if the sentence had been passed by themselves or himself in due course of law.

9. *Proceedings for enforcing Contribution may be taken at any Time during the Detention of the Offender.*] In any case wherein no such order shall have been made as hereinbefore provided, it shall be lawful, at any time during the detention of such juvenile offender, for any two justices of the peace or any police or stipendiary magistrate in England or Wales acting for the county or borough or other jurisdiction within which the parent or step-parent of such offender shall be residing, on the complaint of any person authorised by one of her Majesty's principal Secretaries of State to take proceedings under the said Acts or any of them, to summon such parent or step-parent before them, and to examine into his or her ability, and to make such order for a sum not exceeding five shillings per week to be paid by him or her as aforesaid.

10. *Power to remit, reduce, or increase the weekly Payments, but not to exceed Five Shillings weekly.*] Provided also, that it shall be lawful for any two justices of the peace or for any police or stipendiary magistrate in England or Wales from time to time, on the representation of such parent or step-parent, or any person authorised by the Secretary of State to take proceedings as aforesaid, at any time while the first order continues in force, to make further inquiry into the parent's or step-parent's ability, and to remit or lessen the amount of the weekly payment that shall have been previously assessed upon him or her, or to increase the same if they see cause so to do, so that the amount shall not in any case exceed five shillings weekly.

11. *Payments how to be made.*] All such payments shall be directed by the order to be made to some person to be appointed by one of her Majesty's principal Secretaries of State to receive such payments within the jurisdiction of the court or justices or police or stipendiary magistrate making the order, or to his agent duly authorised in that behalf, by him to be accounted for and paid over as the Commissioners of her Majesty's Treasury may direct.

12. *Provisions of 18 & 19 Vict. c. 87, in Case of Default in Payment by Parents to be applicable to the Purposes of this Act.*] All the provisions of the Act of the 18 & 19 Vict. c. 87, which have reference to the case of default being made in the payment of any sum of money which may have become payable by any parent or step-parent under an order made by virtue of that Act, shall be applicable in every respect to every case of default in the payment of any sums directed to be paid by any order made under and by virtue of the present Act; and so much of s. 2 of the said Act of the 18 & 19 Vict. as is inconsistent with the provisions hereinbefore contained shall be repealed.

13. *Provision for Care of Juvenile Offenders when discharged from Reformatory Schools.*] Whereas it is expedient to make further provision for the due care and protection of juvenile offenders discharged from Reformatory Schools: It shall be lawful for the managers of any Reformatory School, previous to making application for the discharge of any juvenile offender committed to such School, to place such offender on trial with some person, to be named in the licence hereinafter, most willing to receive and take charge of him, and to grant to such offender a licence under their hands or the hand of any one of them to reside with such person for any term not exceeding thirty days, unless sooner called upon by the said managers to return to the said School, and to require such offender to return to the said School at any time during the same; and such managers shall bring back such offender to the said School at the expiration of the said term, provided that such offender shall not have been previously discharged from the School by order of the Secretary of State; and any offender who shall abscond from such person during such term, or shall refuse to return to the Reformatory School at the end of such term, or before the end of the time, when so required, shall be held to have absconded from the School, and shall be liable to the penalties in that case made and provided: Provided always, that no such offender shall be so placed out before the expiration of one-half of the term of detention to which he was originally sentenced.

14. *Penalty for harbouring any young Person absconding from a Reformatory.*] Any person who, knowing any young person to have been withdrawn or to have absconded from any such School or institution as aforesaid, shall harbour or conceal or assist in concealing such young person, or prevent him or her from returning to such School or institution, shall be liable to the penalty imposed by an Act of the 19 & 20 Vict. c. 109, on any one wilfully withdrawing or inducing any young person to abscond from any such School, to be recovered and applied in manner therein mentioned, and failing payment thereof shall be liable to be imprisoned, as in the said enactment mentioned.

15. *Interpretation of Terms.*] In this Act the word "County" shall mean and include every riding, part, or division of a county, and every liberty having a separate commission of the peace; and the word "Borough" shall include every city or other place mentioned in the schedules to the Act of the 5 & 6 Will. 4, c. 76 ("To provide for the Regulation of Municipal Corporations in England and Wales"), or to which a charter of incorporation has since been granted.

16. *Act to extend only to England.*] This Act shall extend only to England.

CAP. LVI.

An Act to regulate the Distribution of Business in the Court of Session in Scotland. [25th August, 1857.

CAP. LVII.

An Act to enable Married Women to dispose of Reversionary Interests in Personal Estate. [25th August, 1857.

BE it enacted &c., as follows:—

1. *Married Women may dispose of Reversionary Interests in Personal Estate, and release Powers over such Estate, and also their Rights to a Settlement out of such Estate in Possession.*] After the 31st of December, 1857, it shall be lawful for every Married Woman by deed to dispose of every future or reversionary interest, whether vested or contingent, of such Married Woman, or her husband in her right, in any personal estate whatsoever to which she shall be entitled under any instrument made after the said 31st of December, 1857 (except such a settlement as after mentioned), and also to release or extinguish any power which may be vested in or limited or reserved to her in regard to any such personal estate, as fully and effectually as she could do if she were a feme sole, and also to release and extinguish her right or equity to a settlement out of any personal estate to which she, or her husband in her right, may be entitled in possession under any such instrument as aforesaid, save and except that no such disposition, release, or extinguishment shall be valid unless the husband concur in the deed by which the same shall be effected, nor unless the deed be acknowledged by her as hereinafter directed: Provided always, that nothing herein contained shall extend to any reversionary interest to which she shall become entitled by virtue of any deed, will, or instrument by which she shall be restrained from alienating or affecting the same.

2. *Deeds to be acknowledged by Married Women in the Manner required by* 3 & 4 *Will.* 4, *c.* 74, *for disposing of Interests in or Powers over Land in England or Wales;—in Ireland, as by* 4 & 5 *Will.* 4, *c.* 92.] Every deed to be executed in England or Wales by a Married Woman for any of the purposes of this Act shall be acknowledged by her, and be otherwise perfected, in the manner in and by the Act passed in the 3rd and 4th years of Will. 4, intituled "An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance," prescribed for the acknowledgment and perfecting of deeds disposing of interests of Married Women in land; and every deed to be executed in Ireland by a Married Woman for any of the purposes of this Act shall be acknowledged by her and be otherwise perfected in the manner in and by the Act passed in the 4th and 5th years of Will. 4, intituled "An Act for the Abolition of Fines and Recoveries, and the Substitution of more simple Modes of Assurance in Ireland," prescribed for the acknowledgment and perfecting of deeds disposing of interests of Married Women in land; and all and singular the clauses and provisions in the said Acts concerning the disposition of lands by Married Women, including the provisions for dispensing with the concurrence of the husbands of Married Women, in the cases in the said Acts mentioned, shall extend and be applicable to such interests in personal estate, and to such powers as may be disposed of, released, or extinguished by virtue of this Act, as fully and effectually as if such interests or powers were interests in or powers over land.

3. *The Powers of Disposition given by this Act not to interfere with any other Powers.*] Provided always, that the powers of disposition given to a Married Woman by this Act shall not interfere with any power which independently of this Act may be vested in or limited or reserved to her, so as to prevent her from exercising such power in any case, except so far as by any disposition made by her under this Act she may be prevented from so doing, in consequence of such power having been suspended or extinguished by such disposition.

4. *Act not to extend to Settlements of Married Women upon Marriage.*] Provided always, that the powers of disposition hereby given to a Married Woman shall not enable her to dispose of any interest in personal estate settled upon her by any settlement or agreement for a settlement made on the occasion of her marriage.

5. *Not to extend to Scotland.*] This Act shall not extend to Scotland.

CAP. LVIII.

An Act to amend the Act 17 & 18 *Vict., for the Valuation of Lands in Scotland.* [25th August, 1857.

CAP. LIX.

An Act concerning the Parochial Schoolmasters in Scotland. [25th August, 1857.

CAP. LX.

An Act to consolidate and amend the Laws relating to Bankruptcy and Insolvency in Ireland. [25th August, 1857.

CAP. LXI.

An Act for granting certain Duties of Customs and Excise. [25th August, 1857.

CAP. LXII.

An Act for the Alteration and Amendment of the Laws and Duties of Customs. [25th August, 1857.

BE it enacted &c., as follows:—

1. *Duties on "Oxymuriate of Tin" to cease.*] The duties of Customs chargeable on the goods, wares, and merchandise next hereinafter mentioned, imported into Great Britain and Ireland, shall cease and determine—that is to say,

Oxymuriate of tin.

2. *New Duties on Articles herein enumerated.*] And in lieu of the duties of Customs now chargeable on the articles next hereinafter mentioned, imported into Great Britain and Ireland, the following duties of Customs shall be charged—that is to say, on

	£	s.	d.
Hats of felt . . . . . each	0	0	6
Lucifers, vesta, of wax . . the 1,000 matches	0	0	0½
Plums, commonly called French plums, and prunelloes . . . . . the cwt.	0	7	0
Plums, dried or preserved (except in sugar), not otherwise described . . . . . the cwt.	0	7	0

3. *New Duties on Rice.*] That, in lieu of the duties of Customs now chargeable on rice imported into Great Britain and Ireland, the following duties of Customs be levied and collected—that is to say,

	£	s.	d.
Rice not rough nor in the husk, and rice dust for feeding cattle . . . . . the cwt.	0	0	4½
Rice rough and in the husk . . . the quarter	0	0	9
Meal not otherwise enumerated or described, the cwt.	0	0	4½

4. *New Duties on Ships broken up or to be broken up.*] And in lieu of the duties of Customs now chargeable in Great Britain and Ireland on ships, with their tackle, apparel, and furniture (except sails), broken up or to be broken up, the following duties shall be charged—that is to say,

British built ships, with their tackle, apparel, and furniture—
Wrecked, broken up or to be broken up . . Free.
Foreign built ships, with their tackle, apparel, and furniture—
Broken up or sold to be broken up, or abandoned by the owners, or sold as wreck, whether afterwards recovered or repaired, or not . . . . . for every £100 value £5 0 0

5. *Repeal of s.* 10 *of the* 16 & 17 *Vict. c.* 107.] So much of the 10th section of "The Customs Consolidation Act, 1853," as authorises the Commissioners of Customs "to provide warehouses for the warehousing of tobacco at the ports into which tobacco may be legally imported, and to charge the importer or proprietor of such tobacco for every package of tobacco so warehoused any such sum or sums for warehouse rent as they may see fit, not exceeding what is now payable," shall be and the same is hereby repealed.

6. *Proviso for Continuance of existing Warehouses for Tobacco already warehoused.*] Provided always, that any tobacco warehouses which at the passing of this Act shall have been provided by the said Commissioners shall and may be continued so long as the said Commissioners may deem necessary for the warehousing of tobacco therein, on the terms and conditions applicable thereto at the time of the passing of this Act, or on such other terms and conditions as the said Commissioners may see fit, or until other warehouses are provided or approved in lieu thereof for that purpose; and on such other warehouses being provided or approved as aforesaid, the said Commissioners shall and may cause such tobacco to be removed to the same accordingly.

7. *Tobacco already warehoused to remain on the Terms existing at the passing of this Act.*] All tobacco already warehoused in any such warehouses, upon the terms and conditions in force at the date of the passing of this Act, shall and may remain or be so warehoused in the same or such other warehouses as the said Commissioners shall provide or approve as aforesaid in lieu thereof at the same port until the expiration of five years from the date of the last preceding warehousing or re-warehousing of the same, as the case may be, unless sooner cleared from such warehouse, either for home use, removal to any other port, or exportation.

8. *Power to approve of Tobacco Warehouses for general Purposes.*] Any warehouse in Great Britain already provided by the said Commissioners for the warehousing of tobacco shall and may be at any time after the passing of this Act approved for the warehousing of such goods as the said Commissioners

may see fit, and in the meantime such warehouses, or such part thereof as the said Commissioners may see fit, shall remain approved for the warehousing of tobacco only.

9. *Power to keep Tobacco Warehouses for any Purposes.*] If any warehouse is at the time of the passing of this Act vested in the said Commissioners of Customs or their secretary, or any other person in trust for them, under any lease, agreement, or other instrument, the said Commissioners may, with the sanction of the Lords Commissioners of the Treasury, hold the same during the continuance of such lease, agreement, or other instrument, as approved warehouses for the reception and deposit therein of tobacco or other goods duly entered to be warehoused, or for such other purposes as the said last-mentioned Commissioners shall direct; and all sums received by the said Commissioners of Customs, either as rent for the said premises, or as charges in respect of goods deposited therein or otherwise, shall be brought to account as moneys not duties.

10. *Power to enter into Agreements with Owners of Tobacco Warehouses for their surrender.*] And the said Commissioners of Customs shall and may enter into such agreements with the owners of any such warehouses, or other persons willing to take the same, for the surrender or disposal thereof, upon such terms and conditions as they may see fit, subject to the sanction and approval of the said Commissioners of the Treasury.

11. *Power to arrange with Warehouse Keeper of Tobacco Warehouses surrendered, or other Warehouse Keeper, for Deposit of warehoused Tobacco until cleared.*] So long as any tobacco warehoused at the date of the passing of this Act shall not have been cleared as hereinbefore provided, the said Commissioners shall and may, if they see fit, enter into arrangements with the warehouse keeper or occupier of any warehouse so surrendered or disposed of, or with the warehouse keeper or occupier of any other warehouse, for the deposit of such tobacco until cleared as aforesaid, and shall and may pay such rent or charges for the warehousing thereof as may be agreed upon by the said Commissioners with such warehouse keeper or occupier in respect of the tobacco so deposited, the said Commissioners charging only to the importer or proprietor of such tobacco such sum or sums of money for warehouse rent as they may see fit, not exceeding what is payable at the time of the passing of this Act, or the said Commissioners permitting such warehouse keeper or occupier to receive such last-mentioned sum or sums shall and may pay to such warehouse keeper or occupier the difference between such sum or sums and the rent or charges so agreed upon as aforesaid.

12. *Provision for warehousing future Importations of Tobacco.*] After the passing of this Act, all tobacco imported into any port in the United Kingdom where tobacco may be legally imported and warehoused, and which may be duly entered to be warehoused there, shall and may be deposited in any warehouse for the time being approved by the said Commissioners for the warehousing of tobacco, on such conditions and in such manner as the said Commissioners shall direct, and under and subject in all other respects to the laws, rules, and regulations which are or may hereafter be in force relating to the importation, entry, warehousing, removal, or exportation of goods liable to duties of Customs on importation.

13. *Tobacco abandoned by Importer as not worth the Duty to be destroyed.*] All tobacco abandoned by the importer or proprietor as not worth the duty shall be destroyed, within such time and in such manner as the said Commissioners of Customs shall direct, at the cost and charges of such importer or proprietor.

14. *Defendants in Customs Cases not to give Evidence.*] The several Acts which declare and make competent and compellable a defendant to give evidence in any suit or proceeding to which he may be a party shall not be deemed to extend or apply to defendants in any suit or proceeding instituted under any Act relating to the Customs.

15. *Customs Acts to extend and apply to British Possessions Abroad, except where otherwise expressly provided for in the said Acts, or by any Colonial Act.*] Whereas doubts have arisen whether the several sections of "The Customs Consolidation Act, 1853," other than those containing particular provisions relating thereto, as also "The Supplemental Customs Consolidation Act, 1855," are applicable to the British possessions abroad: Be it enacted, that the said recited Acts and the several clauses therein and in this Act contained shall and the same are hereby declared to extend to and be of full force and effect in the several British possessions abroad, except where otherwise expressly provided for by the said Acts, or limited by express reference to the United Kingdom or the Channel Islands, and except also as to any such possession as shall by local Act or ordinance have provided, or may hereafter, with the sanction and approbation of her Majesty and her successors, make entire provision for the management and regulation of the Customs trade and navigation of any such possession, or make in like manner express provisions in lieu or variation of any of the clauses of the said Act for the purposes of such possession.

16. *Account of Bullion or Coin to be delivered to the Officers of Customs.*] The owner or consignee of any bullion or coin imported into Great Britain or Ireland shall, within ten days after the landing thereof, deliver to the collector or other proper officer of Customs a full and true account of such bullion or coin, and if such account shall not be so delivered every such importer, consignee, or owner shall forfeit the sum of £20; provided always, that this penalty shall not be levied in respect of small parcels of bullion or coin imported as a part of the baggage of passengers.

17. *So much of 16 & 17 Vict. c. 106 as repeals ss. 9, 10, 11, & 12 of 8 & 9 Vict. c. 90 repealed, and such Sections deemed not repealed.*] So much of the "Customs Consolidation Act, 1853," as repeals ss. 9, 10, 11, and 12 of an Act passed in the 8th and 9th Vict., c. 90, shall be and the same is hereby repealed, and the said sections shall be deemed and considered not to have been repealed by the said Customs Consolidation Act.

18. *Sect. 19 of 18 & 19 Vict. c. 96 repealed.*] Sect. 19 of "The Supplemental Customs Consolidation Act, 1855," is hereby repealed.

19. *As to importing and exporting Spirits from and to the Channel Islands in Ships of Fifty Tons and upwards, and Casks of Twenty Gallons.—Not to extend to Spirits in Glass Bottles, or to Stores, nor to certain warehoused Goods exported; nor to licensed Boats of Ten Tons supplying Island of Sark.*] No spirits (except rum of the British Plantations) shall be imported into or exported from the Channel Islands or any of them, or be removed from any one to any other of the said islands, or be carried coastwise from any one part to any other part of any one of the said islands, or shall be shipped in order to be so removed or carried in any ship other than of the burden of fifty tons or upwards, or in any cask or other vessel capable of containing liquids not being of the size or content of twenty gallons at the least; and all spirits imported, exported, removed, carried, shipped, or water-borne to be so shipped, removed, or carried, contrary hereto, shall be forfeited, together with the ship, and any boat importing, exporting, removing, or carrying the same; provided always, that nothing herein contained shall extend to any spirits imported in any such ship in glass bottles as part of the cargo, nor to any spirits being really intended for the consumption of the seamen and passengers of such ship during their voyage, and not being more in quantity than is necessary for that purpose, nor to any warehoused goods exported from the United Kingdom in ships of not less than forty tons burden, being regular traders to those islands, nor to any boat of less burden than ten tons for having on board at any one time any foreign spirits of the quantity of ten gallons or under, such boat having a licence from the proper officer of Customs at either of the islands of Guernsey or Jersey for the purpose of being employed in carrying commodities for the supply of the Island of Sark, which licence such officer is hereby required to grant without fee or reward; but if any such boat shall have on board at any one time any greater quantity of spirits than ten gallons, unless in casks or packages of the size and content of twenty gallons at the least, such spirits and boat shall be forfeited.

20. *Interpretation of Terms.*] When any of the terms mentioned in the 357th section of "The Customs Consolidation Act, 1853," are used in this or any other Act relating to the Customs, the terms so used shall have the same interpretation and meaning as are given to them in the said section; and the term "British-built ships" shall be deemed to mean and include any ship built in her Majesty's dominions.

21. *Act to be registered in Royal Courts of Guernsey and Jersey.*] This Act shall be registered in the royal courts of the islands of Guernsey and Jersey respectively, and the said royal courts respectively shall have full power and authority, and are hereby required, to register the same.

22. *Confirmation of certain Purchases of Land in Belfast for Erection of a Custom House, &c.*] Whereas, by an Act passed in the 15th and 16th Vict., intituled "An Act to empower the Commissioners of her Majesty's Customs to acquire certain Lands and Houses in the Borough of Belfast, for the purpose of erecting a Custom House and other Offices and Buildings

required for the Public Service in the said Borough," the Commissioners of her Majesty's Customs were authorised and empowered to purchase certain lands and premises in the borough of Belfast for the purpose of erecting a Custom House and other public buildings, and for improving the streets and approaches thereto: And whereas it was agreed between the corporation of Belfast and the said Commissioners, with the consent of the Lords Commissioners of her Majesty's Treasury, that such of the said purchases as were necessary for the improvement of the public streets should be made and paid for by and at the expense of the said corporation: And whereas the said corporation, by their agent and solicitor, entered into contracts for that purpose to the extent of £10,000 or thereabouts, in the names of the said Commissioners of her Majesty's Customs, with Adam John Macrory and others, and did provide and pay to the said Adam John Macrory the sum of 3,021*l.* 4*s.* 4*d.*: And whereas circumstances having arisen by which the said corporation found it impracticable to complete the said purchases without the aid of the said Commissioners of Customs, it was proposed and agreed, that the said purchases should be completed by the said Commissioners, and that they should provide for and pay the balance of the purchase moneys above and beyond the said sum paid to the said Adam John Macrory, and the several purchases have been made and concluded accordingly by the said Commissioners of Customs; and it is intended that the site of the lands and premises so purchased shall be laid out for the improvement of the streets and approaches to the said Custom House, in accordance with the said recited Act, and that, subject thereto, the same shall be sold for building purposes; and that, in the event of the proceeds of such sale realising more than sufficient to repay the said Commissioners the purchase moneys and expenses incident to the purchases so made by them, it has been agreed that the said Commissioners shall and may pay over any balance of such proceeds which may remain in their hands to the said corporation, for and towards the purchase moneys advanced and paid by the said corporation to the said Adam John Macrory; and whereas it is expedient that the said recited purchases made by the said corporation and the said Commissioners of Customs respectively, and the payment of the purchase moneys respectively made by them, and the said recited agreements and arrangements for the re-sale thereof by the said Commissioners of Customs, and the application of the proceeds thereof should be confirmed by Parliament: Be it therefore enacted, that the same be and they are hereby confirmed accordingly.

23. *Commencement of Act.—Short Title.*] This Act shall come into operation on the day of the passing of this Act, except where otherwise herein mentioned; and in citing it in other Acts of Parliament, and in legal instruments, it shall be sufficient to use the expression "The Customs Amendment Act, 1857."

CAP. LXIII.

An Act to authorise the Advance of Money out of the Consolidated Fund to the Magistrates and Town Council of Dunbar, for the Purpose of Improving the Victoria Harbour of Dunbar.

[25th August, 1857.

CAP. LXIV.

An Act for raising a Sum of Money for building and improving Stations of the Metropolitan Police, and to amend the Acts concerning the Metropolitan Police. [25th August, 1857.

WHEREAS it has become necessary to build new Stations and to improve the existing Stations for the Metropolitan Police, and as the expense of such building and improvement will exceed the amount which can be defrayed out of the annual receipts applicable to the purposes of the Metropolitan Police, it is expedient, that, towards defraying such expense, a sum of £60,000 should be raised as hereinafter mentioned: Be it enacted &c., as follows—that is to say,

1. *Power to raise the Sum of £60,000 on Security of the Police Rates of the Metropolitan Police District.—No priority amongst Mortgagees.*] It shall be lawful for the receiver of the Metropolitan Police district, by the direction of one of her Majesty's principal Secretaries of State, to borrow and take up at interest on the rates raised for the purposes of the Police within the Metropolitan Police district any sum or sums not exceeding in the whole the sum of £60,000; and for the purpose of securing any sum or sums so borrowed, with interest, such receiver may mortgage and assign over, to the person or persons by or on behalf of whom such sum or sums are advanced, the said rates; and the respective mortgagees (if more than one) shall be entitled to a proportion of the rates comprised in their respective mortgages according to the sums in such mortgages mentioned to have been advanced; and each mortgagee shall be entitled to be repaid the sum so advanced by him, with interest, without any preference over any other mortgagee by reason of any priority of advance, or the date of his mortgage.

2. *Power to Public Works Loan Commissioners, acting under 14 & 15 Vict. c. 23, to make Advances.*] It shall be lawful for the Commissioners acting in the execution of an Act passed in the 14th and 15th Vict., c. 23, "To authorise for a further Period the Advance of Money out of the Consolidated Fund to a limited Amount for carrying on Public Works and Fisheries and Employment of the Poor," and any Act or Acts for amending or continuing the same, to make advances to the said receiver upon the security of the said rates, and without requiring any further or other security than a mortgage of such rates.

3. *Form of Mortgage.—Register of Mortgages.*] Every mortgage authorised to be made under this Act shall be by deed duly stamped, truly stating the date, consideration, and the time of payment, and may be made according to the form (A.) contained in the schedule to this Act annexed, or to the like effect, or with such variations or additions in each case as the said receiver and the party advancing the money intended to be thereby secured may agree to; and there shall be kept by the said receiver a register of the mortgages made under this Act; and within fourteen days after the date of any mortgage an entry shall be made in the register of the number and date thereof, and of the names and descriptions of the parties thereto, as stated in the deed.

4. *Repayment of Money borrowed at a Time agreed upon.—Interest on Mortgages to be paid half-yearly.—As to Repayment of Money borrowed when no Time has been agreed upon.—Interest to cease on Expiration of Notice to pay off a Mortgage Debt.*] A time or times may be fixed by any such deed for the repayment of all or any principal moneys secured thereby, and the payment of the interest thereof respectively; and such moneys, with interest, may be made repayable by instalments or otherwise, as they may think fit; and at the time or times so fixed for payment thereof such principal moneys and interest respectively shall, on demand, be paid to the party entitled to receive the same accordingly; and if no other place of payment be inserted in the mortgage deed, the principal and interest shall be payable at the chief office of the said Commissioners, and, unless otherwise provided by any mortgage, the interest of the money borrowed thereupon shall be paid half-yearly; and if no time be fixed in the mortgage deed for the repayment of the money so borrowed, the party entitled to receive such money may, at the expiration, or at any time after the expiration of twelve months from the date of such deed, demand payment of the principal money thereby secured, with all arrears of interest, upon giving six months' previous notice for that purpose to the said receiver personally, or by leaving the same at the said office; and in the like case the said receiver may at any time pay off the money borrowed on giving the like notice, which notice may be given to such mortgagee personally, or left at his place of residence; or if such mortgagee or his residence be unknown to them, or cannot be found after diligent inquiry, such notice shall be given by advertisement in the *London Gazette*; and if the said receiver have given notice of his intention to pay off any such mortgage at a time when the same may lawfully be paid off by him, then, at the expiration of such notice, all further interest shall cease to be payable thereon, unless, on demand of payment made pursuant to such notice, or at any time thereafter, the receiver fail to pay the principal and interest due, at the expiration of such notice, on such mortgage.

5. *Power to borrow to pay off existing Securities.*] It shall be lawful for the said receiver to raise and borrow the moneys necessary for paying off any security granted under this Act, and to pay off the same; and the moneys borrowed for the purpose of such payment shall be secured and repaid in like manner as moneys borrowed in the first instance under this Act: Provided always, that nothing herein contained shall extend to authorise the paying off of any security otherwise than in accordance with the provisions thereof.

6. *Transfer of Mortgages — Register of Transfers.*] Any mortgagee or other person entitled to any mortgage under this Act may transfer his estate and interest therein to any other person by deed duly stamped, truly stating its date, the names and descriptions of the parties thereto, and the consideration for the transfer; and such transfer may be according to the form contained in the Schedule (B.) to this Act annexed, or to the like effect; and there shall be kept by the said receiver a register of such transfers, and within thirty days

after the date of any such deed of transfer, if executed within the United Kingdom, or within thirty days after its arrival in the United Kingdom, if executed elsewhere, the same shall be produced to the said receiver, and the said receiver shall make or cause to be made an entry in such register of its date, and of the names and description of the parties thereto, as stated in the transfer; and upon any transfer being so registered, the transferee, his executors, administrators, or assigns, shall be entitled to the full benefit of the original mortgage, and the principal and interest secured thereby; and every such transferee may in like manner transfer his estate and interest in such mortgage; and no person, except the person to whom the same has been last transferred, his executors, administrators, or assigns, shall be entitled to release or discharge any such mortgage, or any money secured thereby.

7. *Money advanced to be paid into the Bank to the Credit of the Receiver's Account.*] All moneys borrowed under this Act shall be paid by the persons advancing the same into the Bank of England, to the credit of the accounts of the said receiver kept at the said Bank, under the Act of the 10 Geo. 4, c. 44; and the moneys so paid shall be drawn out in manner provided by the said Act, and shall be applied, under the directions of one of her Majesty's principal Secretaries of State, in defraying the expenses of works for improving the cells in the Stations of the Metropolitan Police.

8. *Moneys borrowed under this Act to be a First Charge on the Police Rate.*] The moneys secured by the mortgages made under this Act shall be a first charge upon the sums and rates which the Commissioner of Police of the Metropolis is authorised to require to be paid or to levy or cause to be levied, in the Metropolitan Police district, under the said Act of Geo. 4, and an Act of the 2 & 3 Vict. c. 47; and the said receiver shall make provision out of the sums from time to time paid to his account for payment of all moneys from time to time becoming payable under this Act, for discharging the moneys borrowed under the same, in priority to all other payments requiring to be made out of the said sums.

9. *As to Payment of Moneys borrowed.*] The moneys borrowed under this Act, with all interest for the same, shall be wholly repaid and discharged within thirty years from the time of the passing of this Act.

10. *3 & 4 Will. 4, c. 89, s. 2.—2 & 3 Vict. c. 47, s. 3.—Sect. 2 of 3 & 4 Will. 4, c. 89, repealed, but the Contribution under the Two Enactments not to exceed Twopence in the Pound on the Rental assessed.*] And whereas an Act was passed in the 3rd and 4th years of Will. 4 (c. 89), "To authorise the issue of a Sum of Money out of the Consolidated Fund towards the Support of the Metropolitan Police," and by s. 2 of the said Act such issue was limited not to exceed £60,000 in any one year: and whereas by an Act of the 2 & 3 Vict. c. 47, "For further improving the Police in and near the Metropolis," provision was made for further additions to the Metropolitan Police district, and in the case of every addition to such district after the passing of that Act the Commissioners of the Treasury were by s. 3 authorised to direct the issue out of the Consolidated Fund of an additional yearly sum not greater in each case than the amount of twopence in the pound upon the additional rental assessed to the Metropolitan Police by reason of such addition; and whereas, by an Act of the 17 & 18 Vict. c. 94, the sums which were payable out of the Consolidated Fund under the said recited Acts, are made payable out of such aids and supplies as may be from time to time provided and appropriated by Parliament for the purpose; and whereas the sums which the Commissioners of her Majesty's Treasury are authorised to cause to be issued under the said Acts, subject to the limitation of amount contained in the said Act of the 3 & 4 Will. 4, are, together with the amount authorised to be raised by means of rates in the Metropolitan Police district, insufficient to defray the expense of maintaining the police of the metropolis: Sect. 2 of the said Act of the 3 & 4 Will. 4 shall be repealed as from the 31st December, 1857, but the sums which the Commissioners of her Majesty's Treasury shall cause to be issued under and subject to the conditions of the said Act of the 3 & 4 Will. 4, and s. 3 of the said Act of the 2 & 3 Vict., as amended by the said Act of the 17 & 18 Vict., shall not together in any one year exceed the amount of twopence in the pound upon the rental assessed to the Metropolitan Police in the whole of the Metropolitan Police district for the time being.

11. *10 Geo. 4, c. 44.—The Rateable Value of Buildings erected since the last County Rate Valuation to be taken into account for the Purposes of the Police Rate.*] And whereas, by the Act of the 10 Geo. 4, c. 44, the sum to be paid for the purposes of the police under that Act within the Metropolitan Police district is to be ascertained, and is limited with reference to the full and fair annual value of all property rateable for the relief of the poor within the parish, township, precinct, or place, such full and fair annual value to be computed according to the last valuation for the time being acted upon in assessing the county rate; and whereas, from the rapid increase of building in parts of the Metropolitan Police district many buildings become rateable for the relief of the poor, and occasion an increase of charge for the purposes of the police, before they are included in the valuation acted upon in assessing the county rate: In computing the full and fair annual value of the property rateable for the relief of the poor within any parish, township, precinct, or place in the Metropolitan Police district, for all the purposes of the said Act of Geo. 4, and the other Acts relating to the Metropolitan Police, and this Act, the full and fair annual value on which the last poors rate has been computed of all houses and other buildings in such parish, township, precinct, or place, which shall have been erected since the last valuation acted upon in assessing the county rate, and which shall have become rateable to the relief of the poor, shall be added to the amount of the annual value of the rateable property in such parish, township, precinct, or place, according to the last valuation for the time being acted upon in assessing the county rate.

12. *Overseers to make Returns of New Buildings.*] The overseers of the poor of every parish, township, precinct, or place within the Metropolitan Police district shall, from time to time so often as may be required by the receiver for the Metropolitan Police district, make and cause to be delivered to the receiver for the Metropolitan Police district a true return in writing under the hands of such overseers, specifying every house or other building which shall have been erected and have become rateable to the relief of the poor in such parish, township, precinct, or place, since the making of the last valuation for the time being acted upon in assessing the county rate, and the annual value of the same.

13. *Power to Receiver for Metropolitan Police District, &c., to inspect Rates.*] The receiver for the Metropolitan Police district, or any person having an order for that purpose under the hand of such receiver, may inspect any poor rate made or to be made for any parish, township, precinct, or place in the Metropolitan Police district, and take copies of, or extracts from, any such rate, without payment of any fee or reward.

14. *Penalty on Overseers neglecting to make Returns, or refusing to produce Rates.*] If any overseer or overseers refuse or neglect to make any return when so required by the receiver as aforesaid, or if any overseer or person having the custody of any such poor rate as herein mentioned refuse or neglect to permit the receiver or any person hereby authorised to inspect such rate, or to take copies or extracts from the same, within two days after notice in writing under the hand of such receiver, for that purpose shown to the overseer or person having the custody of such poor rate, or left at his usual place of abode; every overseer or person so offending shall, on conviction thereof before two justices of the peace, or before any police magistrate sitting in a police court of the Metropolitan Police district, forfeit and pay for every such offence the sum of £10.

15. *Deficiency of Police Superannuation Fund may be made good out of other Moneys applicable to the Charge of the Police.*] In case the Police Superannuation Fund provided by the said Act of the 2 & 3 Vict. shall at any time be insufficient for payment of the superannuation or retiring allowances which may be ordered to be paid thereout, under the provisions of the Acts relating to the police of the metropolis, it shall be lawful for one of her Majesty's principal Secretaries of State, by warrant under his hand, to authorise and direct the payment by the receiver for the Metropolitan Police district, out of any moneys applicable towards defraying the charge of the Metropolitan Police, of such sum or sums from time to time as may be necessary to make good the deficiency of the said Police Superannuation Fund.

SCHEDULE (A.)

Form of Mortgage of Rates.

Mortgage, Number ( ).

By virtue of an Act passed in the —— year of the reign of Queen Victoria, intituled [*here insert the title of this Act*], —— Esq., the Receiver of the Metropolitan Police District, in consideration of the sum of ——, paid to —— by *A.B.*, of ——, for the purposes of the said Act, doth grant and assign unto the said *A.B.*, his executors, administrators, and assigns, all sums and rates authorised to be levied by the Commissioners of Police of the Metropolis under the Act of the 10 Geo. 4, c. 40, and the Act of the session holden in the 2nd and 3rd Vict., c. 47, to hold to the said *A.B.*, his executors, administrators, and assigns, from the day of the date hereof until the said sum of ——, with interest at the rate of —— per

centum per annum for the same, shall be fully paid and satisfied; and it is hereby declared that the said principal sum shall be repaid on the —— day of ——, and that in the meantime the interest thereof shall be paid on the —— day of —— and the —— day of —— in every year.

In witness whereof the said —— hath hereunto set his hand and seal, this —— day of ——, 18—.

SCHEDULE (B.)

Form of Transfer of Mortgage.

I *A.B.*, of ——, in consideration of the sum of £——, paid to me by *C.D.*, of ——, do hereby transfer to the said *C.D.*, his executors, administrators, and assigns, a certain mortgage, Number ——, bearing date the —— day of ——, and made by ——, Esq., the Receiver of the Metropolitan Police District, for securing the sum of —— and interest [*or, if such transfer be by indorsement on the mortgage, insert, instead of the words after "assigns,"* the within security], and all my property, right, and interest in and to the money thereby secured, and in and to the moneys thereby assigned. In witness whereof I have hereunto set my hand and seal, this —— day of ——, 18—. *A.B.* (L.S.)

CAP. LXV.

An Act to defray the Charge of the Pay, Clothing, and contingent and other Expenses of the Disembodied Militia in Great Britain and Ireland; to grant Allowances in certain Cases to Subaltern Officers, Adjutants, Paymasters, Quartermasters, Surgeons, Assistant-Surgeons, and Surgeons Mates of the Militia; and to authorise the Employment of the Non-commissioned Officers. [25th August, 1857.

CAP. LXVI.

An Act for punishing Mutiny and Desertion of Officers and Soldiers in the Service of the East India Company, and for regulating in such Service the Payment of Regimental Debts and the Distribution of the Effects of Officers and Soldiers dying in the Service. [25th August, 1857.

CAP. LXVII.

An Act to extend the Time for enabling the Commissioners of her Majesty's Works to complete Improvements in Pimlico and in the Neighbourhood of Buckingham Palace. [25th August, 1857.

CAP. LXVIII.

An Act to enable the Lord Lieutenant to appoint Revising Barristers for the Revision of Lists and Registry of Voters for the City of Dublin. [25th August, 1857.

CAP. LXIX.

An Act to apply a Sum out of the Consolidated Fund and the Surplus of Ways and Means to the Service of the Year 1857, *and to appropriate the Supplies granted in this Session of Parliament.* [25th August, 1857.

CAP. LXX.

An Act to provide for the Extension of the Boundaries of Burghs in Scotland, and to remove Doubts as to the Right of certain Persons holding Offices to be registered as Voters for Municipal Purposes. [25th August, 1857.

CAP. LXXI.

An Act for the Regulation of the Care and Treatment of Lunatics, and for the Provision, Maintenance, and Regulation of Lunatic Asylums, in Scotland. [25th August, 1857.

CAP. LXXII.

An Act to render more effectual the Police in Counties and Burghs in Scotland. [25th August, 1857.

CAP. LXXIII.

An Act for the Abatement of the Nuisance arising from the Smoke of Furnaces in Scotland. [25th August, 1857.

CAP. LXXIV.

An Act to continue the Act concerning the Management of Episcopal and Capitular Estates in England. [25th August, 1857.

CAP. LXXV.

An Act to confirm an Order in Council concerning the Exercise of Jurisdiction in Matters arising within the Kingdom of Siam. [25th August, 1857.

CAP. LXXVI.

An Act further to continue for a limited Time the Exemption of certain Charities from the Operation of the Charitable Trusts Acts. [25th August, 1857.

16 & 17 *Vict. c.* 137; 18 & 19 *Vict. c.* 124; 19 & 20 *Vict. c.* 76.] Whereas, by "The Charitable Trusts Act, 1853," it was provided that that Act should not, for the period of two years from the passing thereof, extend or be in any manner applied to charities or institutions the funds or income of which were applicable exclusively for the benefit of persons of the Roman Catholic persuasion, and which were under the superintendence or control of persons of that persuasion: and whereas, by "The Charitable Trusts Amendment Act, 1855," such charities or institutions as aforesaid were exempted in like manner from the operation of the said Amendment Act, and the exemption so extended was continued until the 1st of September, 1856, and has since been extended to the 1st of September, 1857: and whereas it is expedient that such exemption should be continued as hereinafter mentioned: Be it therefore enacted &c., as follows:—

1. *Exemption continued until 1st of September*, 1858.] That the said Acts shall not, until the 1st of September, 1858, extend or be in any manner applied to the charities or institutions aforesaid.

CAP. LXXVII.

An Act to amend the Law relating to Probates and Letters of Administration in England. [25th August, 1857.

WHEREAS it is expedient that all jurisdiction in relation to the grant and revocation of Probates of Wills and Letters of Administration in England should be exercised, in the name of her Majesty, by one court: Be it enacted &c., as follows:—

1. *Commencement of Act.*] This Act (except where otherwise specially provided) shall come into operation on such day, not sooner than the 1st of January, 1858, as her Majesty shall by Order in Council appoint, provided that such order shall be made one month at least previously to the day so to be appointed.

2. *Interpretation of Terms.*] In the construction of this Act, unless the context be inconsistent with the meaning hereby assigned—

"Will" shall comprehend "Testament" and all other testamentary instruments of which Probate may now be granted:

"Administration" shall comprehend all Letters of Administration of the effects of deceased persons, whether with or without the will annexed, and whether granted for general, special, or limited purposes:

"Matters and Causes Testamentary" shall comprehend all matters and causes relating to the grant and revocation of Probate of Wills or of Administration:

"Common Form Business" shall mean the business of obtaining Probate and Administration where there is no contention as to the right thereto, including the passing of Probates and Administrations through the Court of Probate in contentious cases when the contest is terminated, and all business of a non-contentious nature to be taken in the court in matters of testacy and intestacy not being proceedings in any suit, and also the business of lodging caveats against the grant of Probate or Administration.

3. *Testamentary Jurisdiction of Ecclesiastical and other Courts abolished.*] The voluntary and contentious jurisdiction and authority of all ecclesiastical, royal peculiar, peculiar, manorial, and other courts and persons in England, now having jurisdiction or authority to grant or revoke Probate of Wills or Letters of Administration of the effects of deceased persons, shall in respect of such matters absolutely cease; and no jurisdiction or authority in relation to any matters or causes testamentary, or to any matter arising out of or connected with the grant or revocation of Probate or Administration, shall belong to or be exercised by any such court or person.

4. *Testamentary Jurisdiction to be exercised by a Court of Probate.*] The voluntary and contentious jurisdiction and authority in relation to the granting or revoking Probate of Wills and Letters of Administration of the effects of deceased persons now vested in or which can be exercised by any court or person in England, together with full authority to hear and determine all questions relating to matters and causes testamentary, shall belong to and be vested in her Majesty, and shall, except as hereinafter is mentioned, be exercised in the name of her Majesty in a court to be called the Court of Probate, and to hold its ordinary sittings and to have its principal registry at such place or places in London or Middlesex as her Majesty in Council shall from time to time appoint.

5. *Power to Her Majesty to appoint a Judge of the Court of Probate.*] There shall be one judge of her Majesty's Court of Probate; and it shall be lawful for her Majesty from time to time, by letters patent under the great seal of the United Kingdom, to appoint a person, being or having been an advocate of ten years standing, or a barrister-at-law of fifteen years standing, to be such judge.

6. *Judge's Tenure of Office.*] The judge of the Court of Probate shall hold his office during good behaviour, provided that it shall be lawful for her Majesty to remove any such judge from his office upon an address of both Houses of Parliament.

7. *Judge before acting to take the following Oath.*] Every judge of the Court of Probate shall, before executing any of the duties of his office, take the following oath, which the Lord

Chancellor or the Master of the Rolls for the time being is hereby respectively authorised and required to administer:—

"I, *A.B.*, do solemnly and sincerely promise and swear, that I will duly and faithfully, and to the best of my skill and power, execute the office of judge of the Court of Probate.—So help me God."

8. *Rank and Precedence of Judge, who shall appoint a Secretary and Usher.*] The judge shall have rank and precedence with the puisne judges of her Majesty's superior courts of common law at Westminster according to the date of his appointment, and he shall have a secretary and usher, to be from time to time appointed and removed by him at his pleasure.

9. *Salaries of Judge, Secretary, and Usher.*] There shall be paid to the judge the net yearly salary of £4,000, and to his secretary the net yearly salary of £300, and to his usher the net yearly salary of £150.

10. *Judge of Court of Probate to be also Judge of the Admiralty Court on the next Vacancy.*] Upon the next vacancy in the office of judge of the High Court of Admiralty of England it shall be lawful for her Majesty, if she so think fit, to appoint the person then being judge of the Court of Probate to be also judge of the said Court of Admiralty, or in case the office of judge of the Court of Probate become vacant before the office of judge of the Court of Admiralty, the judge of the Court of Admiralty may, with his consent, be appointed to and hold also the office of judge of the Court of Probate; and after the union of the said two offices they shall be thenceforth held by the same person.

11. *As to Increase of Salary upon Union of the Two Offices.*] From and after the union under this Act of the two offices of judge of the Court of Probate and judge of the Court of Admiralty in the same person, the said yearly salary of £4,000 payable under this Act shall be increased to £5,000; and the salary now payable to the judge of the Court of Admiralty shall cease.

12. *Retiring Pensions of Judges.*] Her Majesty, by letters patent under the Great Seal of the United Kingdom, may grant unto any person executing the office of judge of her Majesty's Court of Probate an annuity, not exceeding £2,000, or, if such person be also executing the office of judge of the said Court of Admiralty, not exceeding £3,500, to commence immediately after the day when the person to whom such annuity shall be granted shall resign the said office or offices, and to continue during his natural life; provided that her Majesty may, in and by such letters patent, limit the duration of payment of such annuity, or any part thereof, to such periods of time during the natural life of such person in which he shall not exercise any office of profit under her Majesty, so that such annuity, together with the salary and profits of such other office, shall together not exceed in the whole the said sum of £2,000 or £3,500, as the case may be: provided also, that no annuity granted to any person having executed the office of judge under this Act, except the present judge of the Prerogative Court, shall be valid unless such person shall have held such office for the period of fifteen years, or have held such office and any of the offices of judge in any of the superior courts of law or equity or the High Court of Admiralty for periods amounting together to fifteen years, or shall be afflicted with some permanent infirmity disabling him from the due execution of his office, which shall be distinctly recited in the said grant.

13. *District Registries to be established as in Schedule (A.)*] There shall be established for each of the districts specified in schedule (A.) to this Act, and at the places respectively mentioned in such schedule, a public registry attached to and under the control of the Court of Probate, hereinafter referred to as "The District Registry."

14. *Appointment of Officers of the Court of Probate.*] There shall be three registrars, two record keepers, and one sealer for the principal registry of the Court of Probate, and there shall be one district registrar for each district registry, hereinafter referred to as the District Registrar, and there shall be so many clerks and other officers for the court and the principal registry as the judge of the court, with the sanction of the Commissioners of her Majesty's Treasury, may from time to time think fit: provided, that if at any time it appear to her Majesty in Council that the duties of the registrars of the principal registry of the Court of Probate can be performed by two registrars, it shall be lawful for her Majesty by Order in Council to direct that the number of registrars for such principal registry be reduced accordingly.

15. *As to Appointment of the first Officers of the Principal Registry.*] Charles Dyneley, Esq., John Iggulden, Esq., and William F. Gostling, Esq., the present deputy registrars of the Prerogative Court of Canterbury, shall, if willing to accept the office, be the first registrars of the principal registry of the Court of Probate; Joseph Todd and John Smith, the present record keepers of the said Prerogative Court, shall, if willing to accept the office, be the first record keepers at the said principal registry; and William John Berry, the present sealer of the said Prerogative Court, shall, if willing to accept the office, be the first sealer at the said principal registry; and George Jarvis Foster, clerk of the papers in the said Prerogative Court, shall, if willing to accept the office, be the first clerk of papers at the said principal registry.

16. *Clerks and Officers of Prerogative Court to be transferred to like Offices in Court of Probate.*] The other clerks and officers now employed in the said Prerogative Court shall be transferred to such situations in the Court of Probate and the principal registry thereof as the Lord Chancellor may, in that behalf, direct, so that their duties may be such as, in the opinion of the said Lord Chancellor, may be as nearly as possible similar to those which they have heretofore discharged in the said Prerogative Court; provided always, that no such clerk or other officer shall be so transferred whom the said Lord Chancellor shall consider to be, from age, infirmity, or other cause, incompetent to the discharge of his duties.

17. *Existing Diocesan Registrars to be entitled to be appointed District Registrars at the same Places.*] The registrar or deputy registrar (as the case may be) now executing in person the duties of registrar of a diocesan or other court exercising testamentary jurisdiction at any place at which a district registry is to be established under this Act, or where there is more than one such registrar or deputy registrar so acting, such one of them as the judge shall select shall be appointed the first district registrar for such district, save where the judge shall consider such registrar or deputy registrar, or all such registrars or deputy registrars if more than one, to be from age, infirmity, or other cause incompetent to the discharge of the duties of district registrar; provided that where there is now more than one such registrar or deputy registrar competent to the discharge of the duties, the judge may appoint them or more than one of them to hold such office of district registrar jointly, with benefit of survivorship.

18. *As to Appointment to Offices.—Salaries of Officers.*] The registrars, district registrars, and other officers of the Court of Probate, except as herein provided, shall be appointed by the judge: There shall be paid to the several officers mentioned in schedule (B.) to this Act the several salaries set opposite to their respective titles in the same schedule; and the said district registrars shall, for the performance of their duties under this Act, including the services of any clerks they may employ, be entitled to take in respect of the business in their respective district registries such fees as shall be fixed as hereinafter provided; and, except as aforesaid, there shall be paid to the several clerks and other officers appointed under this Act such salaries or other remuneration as the judge, with the consent of the Commissioners of her Majesty's Treasury, shall from time to time in each case direct.

19. *Tenure of Office of Officers.*] The registrars and district registrars shall hold their offices during good behaviour, subject to be removed by order of the Lord Chancellor for some reasonable cause to be in such order expressed; and the other officers of the court may be removed by the judge, with the sanction of the Lord Chancellor.

20. *Qualification of Registrars and District Registrars.*] No person shall be appointed a registrar or district registrar who shall not be or have been an advocate, barrister-at-law, proctor, solicitor, or attorney-at-law, unless at the time of the passing of this Act he is performing in person the duties of registrar or deputy registrar of some ecclesiastical court in England, or is acting as articled clerk or paid clerk to a proctor in Doctors' Commons, or as officer or clerk in the office of the said Prerogative Court, or of the Prerogative Court of York, or of any diocesan court.

21. *Officers of the Court to execute their Offices in Person.—Registrars, &c., not to act as Proctors, &c.*] All registrars, district registrars, officers, and clerks of the Court of Probate shall execute their respective offices in person and not by deputy; and no registrar of the principal registry of the court, nor any officer or clerk in the principal registry thereof, shall during the time of his holding such office, directly or indirectly, practise as an advocate, barrister, proctor, solicitor, or attorney, or receive or participate in the fees of any other person so practising.

22. *Power to Judge to cause Seals of the Court to be provided.*] The judge shall cause to be made seals for the Court of Probate, that is to say, one seal to be used in its principal registry, and separate seals to be used in the several district registries, and may cause the same respectively from time to time to be broken, altered, and renewed, at his discretion; and all probates, letters of administration, orders, and other instruments, and exemplifications and copies thereof, respectively, purporting to be sealed with any seal of the Court of Probate, shall in all parts of the United Kingdom be received in evidence without further proof thereof.

23. *The Court to have throughout all England the same Powers as the Prerogative Court within the Province of Canterbury—Suits for Legacies or Distribution not to be entertained.*] The Court of Probate shall be a court of record, and such court shall have the same powers, and its grants and orders shall have the same effect, throughout all England, and in relation to the personal estate in all parts of England of deceased persons, as the Prerogative Court of the Archbishop of Canterbury and its grants and orders respectively now have in the province of Canterbury, or in the parts of such province within its jurisdiction, and in relation to those matters and causes testamentary and those effects of deceased persons which are within the jurisdiction of the said Prerogative Court; and all duties which, by statute or otherwise, are imposed on or should be performed by ordinaries generally, or on or by the said Prerogative Court, in respect of probates, administrations, or matters or causes testamentary within their respective jurisdictions, shall be performed by the Court of Probate; provided that no suits for legacies, or suits for the distribution of residues, shall be entertained by the court, or by any court or person whose jurisdiction as to matters and causes testamentary is hereby abolished.

24. *Power to examine Witnesses.—As to Production of Deeds, &c.*] The Court of Probate may require the attendance of any party in person, or of any person whom it may think fit to examine or cause to be examined in any suit or other proceeding in respect of matters or causes testamentary, and may examine or cause to be examined upon oath or affirmation, as the case may require, parties and witnesses by word of mouth, and may, either before or after or with or without such examination, cause them or any of them to be examined on interrogatories, or receive their or any of their affidavits or solemn affirmations, as the case may be; and the Court may by writ require such attendance, and order to be produced before itself or otherwise any deeds, evidences, or writings, in the same form, or nearly as may be, as that in which a writ of *subpœna ad testificandum* or of *subpœna duces tecum* is now issued by any of her Majesty's superior courts of law at Westminster; and every person disobeying any such writ shall be considered as in contempt of the court, and also be liable to forfeit a sum not exceeding £100.

25. *Powers of the Court to enforce Orders.*] The Court of Probate shall have the like powers, jurisdiction, and authority for enforcing the attendance of persons required by it as aforesaid, and for punishing persons failing, neglecting, or refusing to produce deeds, evidences, or writings, or refusing to appear or to be sworn, or make affirmation or declaration, or to give evidence, or guilty of contempt, and generally for enforcing all orders, decrees, and judgments made or given by the Court under this Act, and otherwise in relation to the matters to be inquired into and done by or under the orders of the Court under this Act, as are by law vested in the High Court of Chancery for such purposes in relation to any suit or matter depending in such Court.

26. *Order to produce any Instrument purporting to be Testamentary.*] The Court of Probate may, on motion or petition, or otherwise, in a summary way, whether any suit or other proceeding shall or shall not be pending in the Court with respect to any probate or administration, order any person to produce and bring into the principal or any district registry, or otherwise as the Court may direct, any paper or writing being or purporting to be testamentary, which may be shown to be in the possession or under the control of such person; and if it be not shown that any such paper or writing is in the possession or under the control of such person, but it shall appear that there are reasonable grounds for believing that he has the knowledge of any such paper or writing, the Court may direct such person to attend for the purpose of being examined in open court, or upon interrogatories, respecting the same, and such person shall be bound to answer such questions or interrogatories, and, if so ordered, to produce and bring in such paper or writing, and shall be subject to the like process of contempt in case of default in not attending or in not answering such questions or interrogatories, or not bringing in such paper or writing, as he would have been subject to in case he had been a party to a suit in the court and had made such default; and the costs of any such motion, petition, or other proceeding shall be in the discretion of the Court.

27. *Registrars, &c., to have Power to administer Oaths.—Power to appoint, also, Commissioners to administer Oaths, &c.*] The registrars and district registrars shall respectively have full power to administer oaths; and all persons who, at the commencement of this Act, shall be acting as surrogates of any ecclesiastical court, and any other persons whom the judge shall, under the seal of the court, from time to time appoint, shall respectively have full power to administer oaths and perform such other duties in reference to matters and causes testamentary as may be assigned to them from time to time by the rules and orders under this Act; and the persons so appointed shall be styled "Commissioners of her Majesty's Court of Probate;" provided that any party required to be examined, or any person called as a witness or required or desiring to make an affidavit or deposition under or for the purposes of this Act, shall be permitted to make his solemn affirmation or declaration instead of being sworn, in the circumstances and manner in which a person called as a witness or desiring to make an affidavit or deposition would be permitted so to do under the Common Law Procedure Act, 1854, in cases within the provisions of that Act; and any person who shall wilfully give false evidence, or who shall wilfully swear, affirm, or declare falsely in any affidavit or deposition before the Court of Probate, or before any registrar, district registrar, or commissioner of the court, shall be liable to the penalties and consequences of wilful and corrupt perjury.

28. *Penalty on forging or counterfeiting Seals or Signatures of Officers.*] If any person forge the signature of any registrar, district registrar, or commissioner for taking oaths, or forge or counterfeit any seal of the Court of Probate, or knowingly use or concur in using any such forged or counterfeit signature or seal, or tender in evidence any document with a false or counterfeit signature of such registrar, district registrar, or commissioner, or with a false or counterfeit seal, knowing the same signature or seal to be false or counterfeit, every such person shall be guilty of felony, and shall upon conviction be liable to penal servitude for the term of his life or any term not less than seven years, or to imprisonment for any term not exceeding three years, with or without hard labour.

29. *Practice of the Court.*] The practice of the Court of Probate shall, except where otherwise provided by this Act, or by the rules or orders to be from time to time made under this Act, be, so far as the circumstances of the case will admit, according to the present practice in the Prerogative Court.

30. *Rules and Orders to be made for regulating the Procedure of the Court.*] And to the intent and end that the procedure and practice of the court may be of the most simple and expeditious character, it shall be lawful for the Lord Chancellor, at any time after the passing of this Act, with the advice and assistance of the Lord Chief Justice of the Court of Queen's Bench, or any one of the judges of the superior courts of law to be by such chief justice named in that behalf, and of the judge of the said Prerogative Court, to make rules and orders, to take effect when this Act shall come into operation, for regulating the procedure and practice of the court, and the duties of the registrars, district registrars, and other officers thereof, and for determining what shall be deemed contentious and what shall be deemed non-contentious business, and, subject to the express provisions of this Act, for fixing and regulating the time and manner of appealing from the decisions of the said court, and generally for carrying the provisions of this Act into effect; and after the time when this Act shall come into operation, it shall be lawful for the judge of the Court of Probate from time to time, with the concurrence of the Lord Chancellor and the said Lord Chief Justice, or any one of the judges of the superior courts of law to be by such chief justice named in this behalf, to repeal, amend, add to, or alter any such rules and orders as to him, with such concurrence as aforesaid, may seem fit.

31. *Mode of taking Evidence in contentious Matters.*] Subject to the regulations to be established by such rules and orders as aforesaid, the witnesses, and where necessary the parties, in all contentious matters where their attendance can be had, shall be examined orally by or before the judge in open court; provided always, that, subject to any such regulations as aforesaid, the parties shall be at liberty to verify their respective cases, in whole or in part, by affidavit, but so that the deponent in every such affidavit shall, on the application of the opposite party, be

subject to be cross-examined by or on behalf of such opposite party orally in open court as aforesaid, and after such cross-examination may be re-examined orally in open court as aforesaid by or on behalf of the party by whom such affidavit was filed.

32. *Court may issue Commissions or give Orders for Examination of Witnesses abroad, or who are unable to attend.*] Provided, that where a witness in any such matter is out of the jurisdiction of the court, or where, by reason of his illness or otherwise, the Court shall not think fit to enforce the attendance of the witness in open court, it shall be lawful for the Court to order a commission to issue for the examination of such witness on oath, upon interrogatories or otherwise, or, if the witness be within the jurisdiction of the court, to order the examination of such witness on oath, upon interrogatories or otherwise, before any officer of the said court, or other person to be named in such order for the purpose; and all the powers given to the courts of law at Westminster by the Acts of the 13 Geo. 3, c. 63, and of the 1 Will. 4, c. 22, for enabling the courts of law at Westminster to issue commissions and give orders for the examination of witnesses in actions depending in such courts, and to enforce such examination, and all the provisions of the said Acts, and of any other Acts for enforcing or otherwise applicable to such examination, and the witnesses examined, shall extend and be applicable to the said Court of Probate and to the examination of witnesses under the commissions and orders of the said Court, and to the witnesses examined, as if such court were one of the courts of law at Westminster, and the matter before it were an action pending in such court.

33. *Rules of Evidence in Common Law Courts to be observed.*] The rules of evidence observed in the superior courts of common law at Westminster shall be applicable to and observed in the trial of all questions of fact in the Court of Probate.

34. *Common Law Judges may sit, on Request of Judge of Court.*] It shall be lawful for the judge of the Court of Probate to sit with the assistance of any judge or judges of any of the superior courts of law at Westminster, who, upon the request of the judge of the Court of Probate, may find it convenient to attend for that purpose.

35. *Court may cause Questions of Fact to be tried by a Jury before itself, or direct an Issue to a Court of Law.*] It shall be lawful for the Court of Probate to cause any question of fact arising in any suit or proceeding under this Act to be tried by a special or common jury before the court itself, or by means of an issue to be directed to any of the superior courts of common law, in the same manner as an issue may now be directed by the Court of Chancery; and such question shall be so tried by a jury in any case where an heir-at-law, cited or otherwise made party to the suit or proceeding, makes application to the Court of Probate for that purpose; and in any other case where all the parties to the suit or proceeding concur in such an application, and where any party or parties other than such heir-at-law make a like application (the other party or parties not concurring therein), and the Court shall refuse to cause such question to be tried by a jury, such refusal of the Court shall be subject to appeal as herein provided.

36. *Powers of the Court for the Trial of Questions by a Jury.*] When the Court shall order a question of fact to be tried before itself by a jury, the Court may make all such rules and orders upon the sheriff or any other person for procuring the attendance of a special or common jury for the trial of such question as may now be made by any of the superior courts of common law at Westminster, and may also make any other orders which to such Court may seem requisite; and every such jury shall consist of persons possessing the qualifications, and shall be struck, summoned, balloted for, and called in like manner as if such jury were a jury for the trial of any cause in any of the said superior courts; and every juryman so summoned shall be entitled to the same rights, and subject to the same duties and liabilities, as if he had been duly summoned for the trial of any such cause in any of the said superior courts; and every party to any such proceeding shall be entitled to the same rights as to challenge and otherwise as if he were a party to any such cause; and generally for all purposes of or auxiliary to the trial of questions of fact by a jury before the Court itself, and in respect of new trials thereof, and also for all purposes in relation to or consequential upon the direction of issues, the Court of Probate shall have the same jurisdiction, powers, and authority in all respects as belong to any superior court of common law, or to any judge thereof, or to the High Court of Chancery or any judge thereof, for the like purposes.

37. *Question to be stated, and Jury sworn to try it.—Court, on Trial, to have the same Authority as a Judge at Nisi Prius.*] When any such question shall be so ordered to be tried by a jury before the Court itself, such question shall be reduced into writing in such form as the Court shall direct, and at the trial the jury shall be sworn to try the said question, and a true verdict to give thereon according to the evidence; and upon every such trial the Court of Probate shall have the same powers, jurisdiction, and authority as belong to any judge of any of the said superior courts sitting at Nisi Prius.

38. *Court may direct where Issues shall be tried.*] Where the Court of Probate directs an issue, it shall be lawful for such Court to direct such issue to be tried either before a judge of assize in any county or at the sittings for the trial of causes in London or Middlesex, and either by a special or common jury, in like manner as is now done by the Court of Chancery.

39. *Appeal to the House of Lords.*] Any person considering himself aggrieved by any final or interlocutory decree or order of the Court of Probate may appeal therefrom to the House of Lords: provided always, that no appeal from any interlocutory order of the Court of Probate shall be made without leave of the Court of Probate first obtained; but on the hearing of an appeal from any final decree, all interlocutory orders complained of shall be considered as under appeal as well as the final decree.

40. *Advocates admitted to practise.—Barristers may practise in contentious Causes.*] All persons who at the time of the passing of this Act have been admitted advocates in any of the ecclesiastical courts shall be entitled to practise as advocates or counsel in all matters and causes whatsoever in the Court of Probate; and all serjeants and barristers-at-law shall be entitled to practise as advocates or counsel in all contentious matters and causes in the said court; and such persons who have been so admitted advocates and serjeants and barristers-at-law shall have respectively the same rank and precedence which they now have before the judicial committee of the Privy Council, unless and until her Majesty shall otherwise order.

41. *Advocates admitted to practise as Barristers.*] All persons who at the time of the passing of this Act have been admitted as advocates as aforesaid shall be entitled to practise as counsel in any of her Majesty's courts of law or equity in England, with the same eligibility to appointments, under Acts of Parliament or otherwise, as if they had respectively been duly called to the degree of barrister-at-law on the days on which they respectively were so admitted as advocates, and with the same rank and precedence which they now have before the said judicial committee, unless and until her Majesty shall otherwise order.

42. *Proctors admitted to practise.*] Every person who at the time of the passing of this Act is actually admitted and practising as a proctor in the courts in Doctors' Commons, or in the Prerogative Court of York, or in any Diocesan Court, or in any Archidiaconal Court, having previously duly served under articles of clerkship either to an attorney or proctor, may, upon his application, at any time within one year after the passing of this Act, be admitted a proctor of the Court of Probate, without payment of any fee or stamp duty.

43. *Admission of Registrars and Proctors as Solicitors.*] Every person who at the time of the commencement of this Act is acting as registrar or deputy registrar of any ecclesiastical court, or is actually admitted and practising as a proctor in the courts in Doctors' Commons, or in any ecclesiastical court in England or Wales, may, within one year after the passing of this Act, be admitted, without the payment of any stamp duty, fee, charge, or gratuity whatsoever, as a solicitor of the High Court of Chancery, upon the production of his appointment or admission as such registrar, deputy registrar, or proctor, or an official certificate thereof; and upon the production of an official certificate that such appointment or admission continued in force at the time of the passing of this Act, and upon signing the roll of solicitors of the High Court of Chancery, but not otherwise, such person shall be entitled to be admitted as a solicitor of such court, and to be afterwards in like manner admitted and inrolled as an attorney of her Majesty's superior courts.

44. *Admission of Articled Clerks to Proctors as Solicitors.*] Every person who at the time of the commencement of this Act has served or is actually serving as an articled clerk to a proctor entitled to take such articled clerk, and who has not been admitted as a proctor, shall be entitled to be admitted as a solicitor of the High Court of Chancery, in the same manner, and subject to the same rules and regulations, and upon the same conditions as if he had before the commencement of this Act been articled to a solicitor or to an attorney-at-law; and such admission shall entitle such articled clerk so admitted as

a solicitor to be afterwards in like manner admitted and inrolled as an attorney of her Majesty's superior courts: Provided, that if any such proctor to whom any such clerk is now articled shall retire from practice after the passing of this Act, he shall and is hereby required to transfer such articled clerk to some other proctor, or to a solicitor, or to an attorney-at-law, for the unexpired term of his articles of clerkship; provided that the Court shall at any time have the same power to transfer such clerk, during the unexpired term of his articles of clerkship, to any other proctor, or to a solicitor, or to an attorney-at-law, as the judge of the Prerogative Court now has in respect to clerks articled to proctors practising in the Court of Arches.

45. *Practitioners.*] All solicitors and attorneys-at-law may practise in the Court of Probate, and the laws and statutes now in force concerning solicitors and attorneys shall extend to solicitors and attorneys practising in the said court; and the commissioners for taking oaths in the High Court of Chancery shall be commissioners for taking oaths in the Court of Probate.

46. *Probates and Administration may be granted in Common Form by District Registrars, if it shall appear by Affidavit that the Testator, &c., had a fixed place of Abode.*] Probate of a will or letters of administration may, upon application for that purpose to the district registry, be granted in common form by the district registrar in the name of the Court of Probate and under the seal appointed to be used in such district registry, if it shall appear by affidavit of the person or some or one of the persons applying for the same that the testator or intestate, as the case may be, at the time of his death had a fixed place of abode within the district in which the application is made, such place of abode being stated in the affidavit, and such probate or letters of administration shall have effect over the personal estate of the deceased in all parts of England accordingly.

47. *Affidavit to be conclusive for authorising Grant of Probate.*] Such affidavit shall be conclusive for the purpose of authorising the grant, by the district registrar, of probate or administration; and no such grant of probate or administration shall be liable to be recalled, revoked, or otherwise impeached by reason that the testator or intestate had no fixed place of abode within the district at the time of his death; and every probate and administration granted by any such district registrar shall effectually discharge and protect all persons paying to or dealing with any executor or administrator thereunder, notwithstanding the want of or defect in such affidavit, as is hereby required.

48. *District Registrars not to make Grants where there is Contention, &c.*] The district registrar shall not grant probate or administration in any case in which there is contention as to the grant until such contention is terminated or disposed of by decree or otherwise, or in which it otherwise appears to him that probate or administration ought not to be granted in common form.

49. *As to Transmission of Notice of Application for Grants of Probate, &c., to District Registrar.*] Notice of every application to any district registrar for the grant of probate or administration shall be transmitted by such district registrar to the registrars of the principal registry by the next post after such application shall have been made; and such notice shall specify the name and description, or addition (if any), of the testator or intestate, the time of his death, and the place of his abode at his decease, as stated in the affidavit made in support of such application, and the name of the person by whom the application has been made, and such other particulars as may be directed by rules or orders under this Act; and no probate or administration shall be granted in pursuance of such application until such district registrar shall have received a certificate, under the hand of one of the registrars of the principal registry, that no other application appears to have been made in respect of the goods of the same deceased person, which certificate the said registrar of the principal registry shall forward as soon as may be to the district registrar; all such notices in respect of applications in the district registries shall be filed and kept in the principal registry, and the registrars of the principal registry shall, with reference to every such notice, examine all notices of such applications which may have been received from the several other district registries, and the applications which may have been made for grants of probate or administration at the principal registry, so far as it may appear necessary to ascertain whether or no application for probate or administration, in respect of the goods of the same deceased person, may have been made in more than one registry, and shall communicate with the district registrars as occasion may require in relation to such applications.

50. *District Registrar in case of Doubt as to Grant to take the Directions of the Judge.*] In every case where it appears to a district registrar that it is doubtful whether the probate or letters of administration which may be applied for should or should not be granted, or where any question arises in relation to the grant, or application for the grant, of any probate or administration, the district registrar shall transmit a statement of the matter in question to the registrars of the Court of Probate, who shall obtain the directions of the judge in relation thereto; and the judge may direct the district registrar to proceed in the matter of the application according to such instructions as to the judge may seem necessary, or may forbid any further proceeding by the district registrar in relation to the matter of such application, leaving the party applying for the grant in question to make application to the Court of Probate through its principal registry, or, if the case be within its jurisdiction, to a county court.

51. *District Registrars to transmit Lists of Probates and Administrations, and Copies of Wills.*] On the first Thursday of every month, or oftener if required by any rules or orders to be made in that behalf, every district registrar shall transmit to the registrars of the principal registry a list, in such form and containing such particulars as may be from time to time required by the Court of Probate, or by any rules or orders under this Act, of the grants of probate and administration made by such district registrar up to the last preceding Saturday, and not included in a previous return, and also a copy, certified by the district registrar to be a correct copy, of every will to which any such probate or administration relates.

52. *District Registrars to preserve original Wills.*] Every district registrar shall file and preserve all original wills of which probate or letters of administration with the will annexed may be granted by him, in the public registry of the district, subject to such regulations as the judge of the Court of Probate may from time to time make in relation to the due preservation thereof, and the convenient inspection of the same.

53. *As to Caveats.*] Caveats against the grant of probates or administrations may be lodged in the principal registry or in any district registry, and (subject to any rules or orders under this Act) the practice and procedure under such caveats in the Court of Probate shall, as near as may be, correspond with the practice and procedure under caveats now in use in the Prerogative Court of Canterbury; and immediately upon a caveat being lodged in any district registry, the district registrar shall send a copy thereof to the registrars, to be entered among the caveats in the principal registry; and immediately upon a caveat being entered in the principal registry, notice thereof shall be given to the district registrar of the district, if any, in which it is alleged the deceased resided at the time of his decease, and to any other district registrar to whom it may appear to the registrar of the principal registry expedient to transmit the same.

54. *Where Personalty is under £200, and Real Property is under £300, County Court to have Jurisdiction.*] Where it shall appear by affidavit of the person or some or one of the persons applying for probate or letters of administration that the testator or intestate had at the time of his death his fixed place of abode in one of the districts specified in Schedule (A) to this Act, and that the personal estate in respect of which such probate or letters of administration should be granted under this Act, exclusive of what the deceased shall have been possessed of or entitled to as a trustee, and not beneficially, but without deducting anything on account of the debts due and owing from the deceased, is under the value of £200, and that the deceased at the time of his death was not seised or entitled beneficially of or to any real estate, or that the value of the real estate of or to which he was seised or entitled beneficially at the time of his death was under the value of £300, the judge of the county court having jurisdiction in the place in which it shall be sworn that the deceased had at the time of his death his fixed place of abode shall have the contentious jurisdiction and authority of the Court of Probate in respect of questions as to the grant and revocation of probate of the will or letters of administration of the effects of such deceased person, in case there be any contention in relation thereto.

55. *Registrar of County Court to transmit Certificate of Decree for Grant or Revocation of Probate.*] On a decree being made by a judge of a county court for the grant or revocation of a probate or administration in any such cause, the registrar of the county court shall transmit to the district registrar of the district in which it shall have been sworn that the deceased had at the time of his decease his fixed place of abode a certificate

under the seal of the county court of such decree having been made, and thereupon, on the application of the party or parties in favour of whom such decree shall have been made, a probate or administration in compliance with such decree shall be issued from such district registry; or, as the case may require, the probate or letters of administration theretofore granted shall be recalled or varied by the district registrar according to the effect of such decree.

56. *The Judge of the County Court to decide Causes and enforce Judgments as in other Cases.*] The judge of any county court before whom any disputed question shall be raised relating to matters and causes testamentary under this Act shall, subject to the rules and orders under this Act, have all the jurisdiction, power, and authority to decide the same and enforce judgment therein, and to enforce orders in relation thereto, as if the same had been an ordinary action in the county court.

57. *Affidavit of the Facts giving the County Court Jurisdiction to be conclusive, unless disproved while the Matter is pending.*] The affidavit as to the place of abode and state of the property of a testator or intestate which is to give contentious jurisdiction to the judge of a county court under the previous provisions shall, except as hereinafter provided, be conclusive for the purpose of authorising the exercise of such jurisdiction, and the grant or revocation of probate or administration in compliance with the decree of such judge; and no such grant of probate or administration shall be liable to be recalled, revoked, or otherwise impeached by reason that the testator or intestate had no fixed place of abode within the jurisdiction of such judge, or within any of the said districts at the time of his death, or by reason that the personal estate sworn to be under the value of £200 did, in fact, amount to or exceed that value, or that the value of the real estate of or to which the deceased was seised or entitled beneficially at the time of his death amounted to or exceeded £300: provided, that where it shall be shown to the judge of a county court before whom any matter is pending under this Act that the place of abode or state of the property of the testator or intestate in respect of whose will or estate he may have been applied to for grant or revocation of probate or administration has not been correctly stated in the affidavit, and if correctly stated would not have authorised him to exercise such contentious jurisdiction, he shall stay all further proceedings in his court in the matter, leaving any party to apply to the Court of Probate for such grant or revocation, and making such order as to the costs of the proceedings before him as he may think just.

58. *As to Appeals from County Court.*] Any party who shall be dissatisfied with the determination of the judge of the county court in point of law, or upon the admission or rejection of any evidence in any matter or cause under this Act, may appeal from the same to the Court of Probate, in such manner and subject to such regulations as may be provided by the rules and orders to be made under this Act, and the decision of the Court of Probate on such appeal shall be final.

59. *Not obligatory to apply for Probate, &c., to District Registries or County Court, but may in every Case be made to Court of Probate.*] It shall not be obligatory on any person to apply for probate or administration to any district registry, or through any county court, but in every case such application may be made through the principal registry of the Court of Probate, wherever the testator or intestate may at the time of his death have had his fixed place of abode: provided, that where in any contentious matter arising out of any such application it is shown to the Court of Probate that the state of the property and place of abode of the deceased were such as to give contentious jurisdiction to the judge of a county court, the Court of Probate may send the cause to such county court, and the judge thereof shall proceed therein as if such application and cause had been made to and arisen in his court in the first instance.

60. *Rules and Orders for regulating the Procedure of County Courts under the Act to be made by the Judges now having Authority for the like Purpose.*] For regulating the procedure and practice of the county courts, and the judges, registrars, and officers thereof, in relation to their jurisdiction and proceedings under this Act, rules and orders may be from time to time framed, amended, and certified by the county court judges appointed for the time being to frame rules and orders for regulating the practice of the county courts under the Act of 19 & 20 Vict. c. 108, and shall be subject to be allowed or disallowed or altered, and shall be in force from the day named for that purpose by the Lord Chancellor, as in the said Act is provided in relation to other rules and orders regulating the practice of the same courts; and for establishing rules and orders to be in force when this Act comes into operation, the power given by this enactment shall be exercised as soon as conveniently may be after the passing of this Act.

61. *Where a Will affecting Real Estate is proved in solemn Form, or is the subject of a contentious Proceeding, the Heir and Persons interested in the Real Estate to be cited.*] Where proceedings are taken under this Act for proving a will in solemn form, or for revoking the probate of a will, on the ground of the invalidity thereof, or where in any other contentious cause or matter under this Act the validity of a will is disputed, unless in the several cases aforesaid the will affects only personal estate, the heir-at-law, devisees, and other persons having or pretending interest in the real estate affected by the will shall, subject to the provisions of this Act, and to the rules and orders under this Act, be cited to see proceedings, or otherwise summoned in like manner as the next-of-kin or others having or pretending interest in the personal estate affected by a will should be cited or summoned, and may be permitted to become parties, or intervene for their respective interests in such real estate, subject to such rules and orders, and to the discretion of the court.

62. *Where the Will is proved in solemn Form, or its Validity otherwise decided on, the Decree of the Court to be binding on the Persons interested in the Real Estate.*] Where probate of such will is granted after such proof in solemn form, or where the validity of the will is otherwise declared by the decree or order in such contentious cause or matter as aforesaid, the probate, decree, or order respectively shall enure for the benefit of all persons interested in the real estate affected by such will, and the probate copy of such will, or the letters of administration with such will annexed, or a copy thereof respectively, stamped with the seal of her Majesty's Court of Probate, shall in all courts, and in all suits and proceedings affecting real estate, of whatever tenure (save proceedings by way of appeal under this Act, or for the revocation of such probate or administration), be received as conclusive evidence of the validity and contents of such will, in like manner as a probate is received in evidence in matters relating to the personal estate; and where probate is refused or revoked, on the ground of the invalidity of the will, or the invalidity of the will is otherwise declared by decree or order under this Act, such decree or order shall enure for the benefit of the heir-at-law or other persons against whose interest in real estate such will might operate, and such will shall not be received in evidence in any suit or proceeding in relation to real estate, save in any proceeding by way of appeal from such decrees or orders.

63. *Heir in certain Cases not to be cited, and where not cited not to be affected by Probate.*] Nothing herein contained shall make it necessary to cite the heir-at-law or other persons having or pretending interest in the real estate of a deceased person, unless it is shown to the court and the court is satisfied that the deceased was at the time of his decease seised of or entitled to or had power to appoint by will some real estate beneficially, or in any case where the will propounded or of which the validity is in question would not in the opinion of the court, though established as to personalty, affect real estate, but in every such case, and in any other case in which the court may, with reference to the circumstances of the property of the deceased or otherwise, think fit, the Court may proceed without citing the heir or other persons interested in real estate; provided that the probate, decree, or order of the Court shall not in any case affect the heir or any person in respect of his interest in real estate, unless such heir or person has been cited or made party to the proceedings, or derives title under or through a person so cited or made party.

64. *Probate or Office Copy to be Evidence of the Will in Suits concerning Real Estate, save where the Validity of the Will is put in issue.*] In any action at law or suit in equity, where, according to the existing law, it would be necessary to produce and prove an original will in order to establish a devise or other testamentary disposition of or affecting real estate, it shall be lawful for the party intending to establish in proof such devise or other testamentary disposition to give to the opposite party, ten days at least before the trial or other proceeding in which the said proof shall be intended to be adduced, notice that he intends at the said trial or other proceeding to give in evidence as proof of the devise or other testamentary disposition the probate of the said will or the letters of administration with the will annexed, or a copy thereof stamped with any seal of the Court of Probate; and in every such case such probate or letters of administration, or copy thereof respectively, stamped as aforesaid, shall be sufficient evidence of such will and of its validity and contents, notwithstanding the same may not have been proved in solemn form, or have been otherwise declared valid in

a contentious cause or matter, as herein provided, unless the party receiving such notice shall, within four days after such receipt, give notice that he disputes the validity of such devise or other testamentary disposition.

65. *As to Costs of Proof of Will.*] In every case in which, in any such action or suit, the original will shall be produced and proved, it shall be lawful for the court or judge before whom such evidence shall be given, to direct by which of the parties the costs thereof shall be paid.

66. *Place of Deposit of original Will.*] There shall be one place of deposit under the control of the Court of Probate, at such place in London or Middlesex as her Majesty may by Order in Council direct, in which all the original wills brought into the court or of which probate or administration with the will annexed is granted under this Act in the principal registry thereof, and copies of all wills the originals whereof are to be preserved in the district registries, and such other documents as the court may direct, shall be deposited and preserved, and may be inspected under the control of the court and subject to the rules and orders under this Act.

67. *Judge to cause Calendars to be made from Time to Time in the Principal Registry, and to be printed.*] The judge shall cause to be made from time to time in the principal registry of the Court of Probate calendars of the grants of probate and administration in the principal registry, and in the several district registries of the court, for such periods as the judge may think fit; each such calendar to contain a note of every probate or administration with the will annexed granted within the period therein specified, and also a note of every other administration granted within the same period, such respective notes setting forth the dates of such grants, the registry in which the grants were made, the names of the testators and intestates, the place and time of death, the names and descriptions of the executors and administrators, and the value of the effects; and the calendars to be so made shall be printed as the same are from time to time completed.

68. *Registrar to transmit printed Copies to certain Offices.*] The registrars shall cause a printed copy of every calendar to be transmitted through the post or otherwise to each of the district registries, and to the office of her Majesty's Prerogative in Dublin, the office of the Commissary of the County of Midlothian in Edinburgh, and such other offices, if any, as the Court of Probate shall from time to time by rule or order direct; and every printed copy of a calendar so transmitted as aforesaid shall be kept in the registry or office to which it is transmitted, and may be inspected by any person on payment of a fee of 1*s.* for each search, without reference to the number of calendars inspected.

69. *Official Copy of whole or part of Will may be obtained.*] An official copy of the whole or any part of a will, or an official certificate of the grant of any letters of administration, may be obtained from the registry or district registry where the will has been proved or the administration granted, on the payment of such fees as shall be fixed for the same by the rules and orders under this Act.

70. *Administration pendente Lite.*] Pending any suit touching the validity of the will of any deceased person, or for obtaining, recalling, or revoking any probate or any grant of administration, the Court of Probate may appoint an administrator of the personal estate of such deceased person; and the administrator so appointed shall have all the rights and powers of a general administrator, other than the right of distributing the residue of such personal estate; and every such administrator shall be subject to the immediate control of the court, and act under its direction.

71. *Receiver of Real Estate pendente Lite.*] It shall be lawful for the Court of Probate to appoint any administrator appointed as aforesaid or any other person to be receiver of the real estate of any deceased person pending any suit in the court touching the validity of any will of such deceased person by which his real estate may be affected, and such receiver shall have such power to receive all rents and profits of such real estate, and such powers of letting and managing such real estate, as the court may direct.

72. *Remuneration to Administrators pendente Lite and Receivers.*] The Court of Probate may direct that administrators and receivers appointed pending suits involving matters and causes testamentary shall receive out of the personal and real estate of the deceased such reasonable remuneration as the court think fit.

73. *Power as to Appointment of Administrator.*] Where a person has died or shall die wholly intestate as to his personal estate, or leaving a will affecting personal estate but without having appointed an executor thereof willing and competent to take probate, or where the executor shall at the time of the death of such person be resident out of the United Kingdom of Great Britain and Ireland, and it shall appear to the court to be necessary or convenient in any such case, by reason of the insolvency of the estate of the deceased, or other special circumstances, to appoint some person to be the administrator of the personal estate of the deceased, or of any part of such personal estate, other than the person who if this Act had not been passed would by law have been entitled to a grant of administration of such personal estate, it shall not be obligatory upon the court to grant administration of the personal estate of such deceased person to the person who if this Act had not passed would by law have been entitled to a grant thereof, but it shall be lawful for the court, in its discretion, to appoint such person as the court shall think fit to be such administrator, upon his giving such security (if any) as the court shall direct, and every such administration may be limited as the court shall think fit.

74. 38 *Geo.* 3, *c.* 87, *extended to Administrators.*] The provisions of an Act passed in the 38th Geo. 3, c. 87, shall apply (in like manner) to all cases where letters of administration have been granted, and the person to whom such administration shall have been granted shall be out of the jurisdiction of her Majesty's courts of law and equity.

75. *After Grant of Administration no Person to have Power to sue as an Executor.*] After any grant of administration, no person shall have power to sue or prosecute any suit, or otherwise act as executor of the deceased, as to the personal estate comprised in or affected by such grant of administration, until such administration shall have been recalled or revoked.

76. *Revocation of temporary Grants not to prejudice Actions or Suits.*] Where before the revocation of any temporary administration any proceedings at law or in equity have been commenced by or against any administrator so appointed, the court in which such proceedings are pending may order that a suggestion be made upon the record of the revocation of such administration, and of the grant of probate or administration which shall have been made consequent thereupon, and that the proceedings shall be continued in the name of the new executor or administrator, in like manner as if the proceeding had been originally commenced by or against such new executor or administrator, but subject to such conditions and variations, if any, as such court may direct.

77. *Payments under revoked Probates or Administration to be valid.*] Where any probate or administration is revoked under this Act, all payments *bonâ fide* made to any executor or administrator under such probate or administration, before the revocation thereof, shall be a legal discharge to the person making the same; and the executor or administrator who shall have acted under any such revoked probate or administration may retain and reimburse himself in respect of any payments made by him which the person to whom probate or administration shall be afterwards granted might have lawfully made.

78. *Persons, &c., making Payment upon Probate granted for Estate of deceased Person to be indemnified.*] All persons and corporations making or permitting to be made any payment or transfer *bonâ fide*, upon any probate or letters of administration granted in respect of the estate of any deceased person under the authority of this Act, shall be indemnified and protected in so doing, notwithstanding any defect or circumstance whatsoever affecting the validity of such probate or letters of administration.

79. *Rights of an Executor renouncing Probate to cease as if he had not been named in the Will.*] Where any person, after the commencement of this Act, renounces probate of the will of which he is appointed executor or one of the executors, the rights of such person in respect of the executorship shall wholly cease, and the representation to the testator and the administration of his effects shall and may, without any further renunciation, go, devolve, and be committed in like manner as if such person had not been appointed executor.

80. *Sureties to Administration Bonds.*] So much of an Act passed in the 21st year of Hen. 8, c. 5, and of an Act passed in the 22nd and 23rd years of Chas. 2, c. 10, and of an Act passed in the 1st year of James 2, c. 17, as requires any surety, bond, or other security to be taken from a person to whom administration shall be committed, shall be repealed.

81. *Persons to whom Grant of Administrations shall be committed shall give Bond.*] Every person to whom any grant of administration shall be committed shall give bond to the judge

of the Court of Probate to enure for the benefit of the judge for the time being; and, if the Court of Probate or (in the case of a grant from the district registry) the district registrar shall require, with one or more surety or sureties, conditioned for duly collecting, getting in, and administering the personal estate of the deceased, which bond shall be in such form as the judge shall from time to time by any general or special order direct: Provided that it shall not be necessary for the solicitor for the affairs of the Treasury or the solicitor of the Duchy of Lancaster applying for or obtaining administration to the use or benefit of her Majesty to give any such bond as aforesaid.

82. *Penalty on Bond.*] Such bond shall be in a penalty of double the amount under which the estate and effects of the deceased shall be sworn, unless the Court or district registrar, as the case may be, shall in any case think fit to direct the same to be reduced, in which case it shall be lawful for the Court or district registrar so to do; and the Court or district registrar may also direct that more bonds than one shall be given, so as to limit the liability of any surety to such amount as the Court or district registrar shall think reasonable.

83. *Power of Court to assign Bond.*] The Court may, on application made on motion or petition in a summary way, and on being satisfied that the condition of any such bond has been broken, order one of the registrars of the court to assign the same to some person, to be named in such order; and such person, his executors or administrators, shall thereupon be entitled to sue on the said bond, in his own name, both at law and in equity, as if the same had been originally given to him instead of to the judge of the court, and shall be entitled to recover thereon as trustee for all persons interested the full amount recoverable in respect of any breach of the condition of the said bond.

84. *Pending Suits transferred to Court of Probate—Not to apply to Appeals pending before her Majesty in Council.*] All suits, whether original or by way of appeal, which at the commencement of this Act shall be pending in any court in England respecting any grant of probate or administration, shall be transferred, with all the proceedings therein, to the Court of Probate, there to be dealt with and decided according to the rules and practice of the said court, except so far as such Court may think it expedient to adopt, for the purposes of such transferred suits or any of them, the rules or practice of the court in which the same shall have been pending; to which end the Court of Probate shall, for the purposes of such suits, have all the jurisdiction, power, and authority possessed by the court from which such suit shall be transferred; but this enactment shall not apply to proceedings by way of appeal pending before her Majesty in Council, which proceedings shall be carried on and prosecuted in the same manner in all respects as if this Act had not passed; and every person who if this Act had not passed might have appealed to her Majesty in Council against any proceeding, decree, or sentence of any court respecting the grant of any probate or administration, may, notwithstanding this Act, appeal to her Majesty in Council against such proceeding, decree, or sentence: Provided also, that her Majesty in Council may remit to the Court of Probate any cause or proceeding pending by way of appeal as aforesaid, or to be brought before her Majesty in Council upon appeal as aforesaid, with such directions as the justice of the case may require.

85. *Power to Judges whose Jurisdiction is determined to deliver written Judgments.*] Provided, that if at the commencement of this Act any cause which would be transferred to the Court of Probate under the enactment hereinbefore contained shall have been heard before any judge having jurisdiction in relation to such cause before the commencement of this Act, and shall be standing for judgment, such judge may, at any time within six weeks after the commencement of this Act, give in to one of the registrars of the court a written judgment thereon, signed by him, and a decree or order, as the case may require, shall be drawn up in pursuance of such judgment; and every such decree or order shall have the same force and effect as if it had been drawn up in pursuance of a judgment of the Court of Probate on the day on which the same shall so be delivered to the registrar, and shall be subject to appeal under this Act.

86. *Void and voidable Probates and Administrations.*] All grants of probates and administrations made before the commencement of this Act, which may be void or voidable by reason only that the courts from which respectively the same were obtained had not jurisdiction to make such grants, shall be as valid as if the same had been obtained from courts entitled to make such grants: Provided, that any such grants of probate or administration shall not be made valid by this Act when the same shall before the commencement of this Act have been revoked or determined by any court of competent jurisdiction to have been void; nor shall this Act prejudice or affect any proceedings pending at the time of the passing of this Act in which the validity of any such probate or administration shall be in question: If the result of such proceeding shall be to invalidate the same, such probate or administration shall not be rendered valid by this Act; and if such proceedings abate or become defective by reason of the death of any party, any person who but for this Act would have any right by reason of the invalidity of such probate or administration shall retain such right, and may commence proceedings for enforcing the same within six calendar months after the death of such party.

87. *Probates and Administrations granted before this Act comes into Operation.*] Legal grants of probate and administration made before the commencement of this Act, and grants of probate and administration made legal by this Act, shall have the same force and effect as if they had been granted under this Act; but in every such case there shall be due and payable to her Majesty such further stamp duty, if any, as would have been chargeable on any probate or administration which but for this Act would or ought to have been obtained in respect of the personal estate not covered by the grant; and all inventories and accounts in respect thereof shall be returnable to the Court of Chancery, and all bonds taken in respect thereof may be enforced by or under the authority of the Court of Chancery, at the discretion of the Court.

88. *Probate or Administration may be granted of Personal Estate not affected by the former Grants.*] Provided that where any probate or administration has been granted before the commencement of this Act, and the deceased had personal estate in England not within the limits of the jurisdiction of the court by which the probate or administration was granted, or otherwise not within the operation of the grant, it shall be lawful for the Court of Probate to grant probate or administration only in respect of such personal estate not covered by any former probate or administration, and such grant may be limited accordingly.

89. *Judges of present Ecclesiastical Courts and others to transmit all Wills, &c., to the Registry.*] The acting judge and registrar of every court, and other person now having jurisdiction to grant probate or administration, and every person having the custody of the documents and papers of or belonging to such court or person, shall, upon receiving a requisition for that purpose, under the seal of the Court of Probate, from a registrar, and at the time and in the manner mentioned in such requisition, transmit to the Court of Probate, or to such other place as in such requisition shall be specified, all records, wills, grants, probates, letters of administration, administration bonds, notes of administration, court books, calendars, deeds, processes, acts, proceedings, writs, documents, and every other instrument relating exclusively or principally to matters or causes testamentary, to be deposited and arranged in the registry of each district or in the principal registry, as the case may require, so as to be easy of reference, under the control and direction of the Court.

90. *Penalty for Default.*] No judge, registrar, or other person who shall wilfully refuse or neglect so to transmit such records, wills, grants, probates, letters of administration, administration bonds, notes of administration, court books, calendars, deeds, processes, acts, proceedings, writs, documents, or any other instrument relating to matters or causes testamentary, shall be entitled to any compensation under this Act; and every judge, registrar, or other person so refusing or neglecting shall be liable to a penalty of £100, to be sued for and recovered, together with full costs of suit, in any of her Majesty's superior courts, by the registrars.

91. *As to Depositories for safe Custody of the Wills of living Persons.*] One or more safe and convenient depository or depositories shall be provided, under the control and directions of the Court of Probate, for all such wills of living persons as shall be deposited therein for safe custody; and all persons may deposit their wills in such depository upon payment of such fees and under such regulations as the judge shall from time to time by any order direct.

92. *This Act not to affect the Stamp Duties on Probates and Administrations.*] Nothing in this Act contained shall affect the stamp duties now by law payable upon probates and administrations; and all the clauses, provisions, rules, regulations, and directions contained in any Act of Parliament relating to the said duties, and to wills, probates of wills, and letters of administration, for securing the said duties, not superseded by

or inconsistent with the express provisions of this Act, shall be in full force, and shall be observed, applied, and put in execution for securing the duties payable on probates of wills and letters of administration granted under this Act, as if such duties had been granted by this Act, and the said clauses, provisions, rules, and regulations relating thereto were herein repeated and specially enacted.

93. *The Registrars to deliver Copies of Wills, &c., to the Commissioners of Inland Revenue.*] The registrars of the Court of Probate shall, within such period as the judge shall direct after probate of any will or letters of administration shall have been granted, deliver or cause to be delivered to the Commissioners of Inland Revenue, or their proper officer, the following documents respectively; that is to say, in the case of a probate or administration with a will annexed a copy of the will and the original affidavit, and in the case of letters of administration without a will annexed such original affidavit, and in every case of letters of administration a copy or extract thereof, and in every case such certificate or note of the grant as the said Commissioners may require.

94. *Sects. 8 and 9 of 53 Geo. 3, c. 127, repealed in part as to the Court of Probate.*] Whereas, by an Act passed in the 53rd year of King Geo. 3, c. 127, it is enacted, that if any proctor of any ecclesiastical court shall act as such, or permit his name to be used in any suit appertaining to the office of a proctor, or in obtaining probates of wills or letters of administration, for or on account or for the profit or benefit of any person not entitled to act as a proctor, or shall permit any such person to participate in such profit or benefit, such proctor shall be subject to certain penalties therein mentioned; and it is also therein further enacted, that if any person shall, in his own name, or in that of any other person, do or perform any act whatever belonging to the office of a proctor in consideration of any gain, fee, or reward, or with a view to participate in the benefit to be derived from the office, functions, or practice of a proctor, without being admitted and inrolled, every such person shall be subject to certain other penalties therein mentioned: Be it enacted, nothing in the said Act contained shall prevent any proctor of the Court of Probate from acting as agent of any attorney or solicitor in relation to any matter testamentary, or from allowing him to participate in the profits of and incident thereto.

95. *Fees to be taken by Officers of Court and by Officers of County Courts.*] The Lord Chancellor, with such assistance as is hereinbefore provided as to rules and orders to be made in pursuance of this Act, shall, as soon as conveniently may be after the passing of this Act, fix a table or tables of fees to be taken by the officers of the Court of Probate, and the proctors, solicitors, and attorneys practising therein, including the district registrars, and the proctors, solicitors, and attorneys practising in district registries, and of fees to be taken by the officers of the county courts, in respect of business under this Act, and of fees to be payable in respect of searches, inspection, and printed and other copies of and extracts from records, wills, and other documents in the custody or under the control of the Court of Probate, and the judge of the Court of Probate, with such concurrence as is hereinbefore provided in respect of the amendment of rules and orders, is hereby empowered, from time to time after this Act shall come into operation, to add to, reduce, alter, or amend such table or tables of fees, as he may see fit: Provided that such tables of fees and every alteration of the same, except so far as respects the fees which are to be taken by district registrars, proctors, and others, for their own remuneration and to their own use, shall be subject to the approval of the Commissioners of her Majesty's Treasury; and every such table of fees, and every addition, reduction, alteration, or amendment to, in, or of the same, shall be published in the *London Gazette*; and no other fees than those specified and allowed in such tables of fees shall be demanded or taken by such officers, and proctors, solicitors, and attorneys.

96. *Taxation of Costs.*] The bill of any proctor, attorney, or solicitor, for any fees, charges, or disbursements in respect of any business transacted in the Court of Probate, whether contentious or otherwise, or any matters connected therewith, shall, as well between proctor or attorney or solicitor and client as between party and party, be subject to taxation by any one of the registrars of the said court, and the mode in which any such bill shall be referred for taxation, and by whom the costs of taxation shall be paid, shall be regulated by the rules and orders to be made under this Act, and the certificate of the registrar of the amount at which such bill is taxed shall be subject to appeal to the judge of the said court.

97. *Fees not to be paid in Money, but by Stamps.*] None of the fees payable to the officers of the Court of Probate, or of any county court, in respect of business under this Act, except the fees of the district registrars (which are to be taken as their remuneration, and for their own use), the fees of proctors, solicitors, and attorneys, and such fees as may be authorised to be taken for their own use by surrogates and commissioners for administering oaths, shall be received in money, but every such fee shall be collected and received by a stamp denoting the amount of the fee which otherwise would be payable.

98. *Provisions of Acts relating to Stamps to be applicable to Stamps for collecting Fees.*] The fees to be collected by means of stamps under the provisions of this Act shall be deemed "Stamp Duties," and shall be placed under the management of the Commissioners of Inland Revenue, to be collected and paid into the Exchequer under the same laws and regulations as those made in respect of the other duties of "stamps;" and the provisions in the several Acts for the time being in force relating to stamps under the care or management of the Commissioners of Inland Revenue shall, in all cases not hereby expressly provided for, be of full force and effect with respect to the stamps to be provided under or by virtue of this Act, and to the vellum, parchment, or paper on or to which the same stamps shall be impressed or affixed, and be applied and put in execution for collecting and securing the sums of money denoted thereby, and for preventing, detecting, and punishing all frauds, forgeries, and other offences relating thereto, as fully and effectually to all intents and purposes as if such provisions had been herein repeated and specially enacted with reference to the said last-mentioned stamps and sums of money respectively; but a separate and distinct account of all money received in respect of the said last-mentioned stamps for every year ending the 31st of March shall be laid before both Houses of Parliament within one month after the termination of such year of accounts, or, if Parliament be not then sitting, within one month after the commencement of the next session of Parliament.

99. *No Document to be received or used unless stamped.*] No document which under this Act and any table of fees for the time being in force under this Act ought to have a stamp in respect of such fee impressed thereon or affixed thereto, shall be received or filed or be used in relation to any proceeding in the Court of Probate, or be of any validity for any purpose whatsoever, unless or until the same shall have the proper stamp impressed thereon or affixed thereto: Provided that if any time it shall appear that any such document has through mistake or inadvertence been received, or filed, or used without having such stamp impressed thereon or affixed thereto, it shall be lawful for the judge of the Court of Probate, if he think fit, to order that such stamp shall be impressed thereon or affixed thereto, and thereupon, when a stamp shall have been impressed on such document or affixed thereto in compliance with any such order, such document, and every proceeding in reference thereto, shall be as valid and effectual as if such stamp had been impressed thereon or affixed thereto in the first instance.

100. *Officers of the Court may be dismissed for Fraud or wilful Neglect in relation to Stamps.*] If any officer of the Court of Probate, or any other person employed under this Act, shall do or commit or connive at any fraudulent act or practice in relation to any stamp to be used under the provisions of this Act, or to any fee or sum of money to be collected, or which ought to be collected, by means of any such stamp, or if any such officer or person shall be guilty of any wilful act, neglect, or omission whereby any fee or money which ought to be collected by means of a stamp under this Act shall be lost, or the payment thereof evaded, every such officer or person so offending shall be dismissed from his office or employment if the judge of the Court of Probate shall think fit so to order.

101. *Salary of Judge and Compensations to be charged on Consolidated Fund.*] The salary of the judge of the Court of Probate, and any retiring annuity granted to a judge of the Court of Probate under this Act, and all compensations payable under this Act, shall be charged on and payable out of the Consolidated Fund of the United Kingdom.

102. *Salaries and Expenses not charged on the Consolidated Fund to be paid out of moneys to be provided by Parliament.*] It shall be lawful for the Commissioners of her Majesty's Treasury, out of such moneys as may be provided and appropriated by Parliament for the purpose, to cause to be paid all salaries payable to the registrars, clerks, and other officers under this Act, and all necessary expenses of the Court of Probate and its registries, and other expenses which may be incurred in carrying the provisions of this Act into effect (except such salary, re-

tiring annuity, and compensations as are hereinbefore charged on the said Consolidated Fund).

103. *Compensation to Registrars, &c., of existing Courts.*] It shall be lawful for the Commissioners of the Treasury to grant to any archdeacons, judges, deputy judges, registrars, deputy registrars, and other persons holding office in the courts now exercising jurisdiction in matters and causes testamentary who may sustain any loss of emoluments by reason of the passing of this Act, and who are not transferred or appointed by or under this Act to offices of equal value in the Court of Probate, such compensation as, having regard to the tenure of their respective offices and appointments, and to the provisions of the Act of the 6 & 7 Will. 4, c. 77, s. 25, and of the Act of the 10 & 11 Vict. c. 98, s. 9, and the several subsequent Acts continuing the provisions of the said Acts respectively, the said Commissioners deem just and proper to be awarded: Provided that where persons whose claims in respect of offices, held for life or otherwise, are excluded by the said provisions, have executed in person the duties of such offices, the said provisions shall not be deemed to prevent the said Commissioners from granting to such persons such compensation as the said Commissioners would deem just and proper to be awarded on the abolition or reduction of the emoluments of like offices, if held at the pleasure of the Crown; and it shall be lawful for the said Commissioners to grant to all managing and other clerks who have been continuously employed in the offices of registrars of the said courts for fifteen years and upwards immediately before the passing of this Act, and may sustain any loss of emoluments as aforesaid, and are not transferred or appointed as aforesaid, such compensation as the said Commissioners may deem just and proper: Provided always, that if any person to whom any yearly sum is awarded for compensation as aforesaid is or shall be appointed to any office or situation under this Act, or in the public service, the payment of such compensation shall be suspended so long as he continues to receive the salary or emoluments of such office or situation, if the amount thereof be equal to or greater than the amount of emoluments in respect of the loss whereof compensation is awarded; and if the amount of such last-mentioned emoluments be greater than the salary or emoluments of such office or situation, no more of such compensation shall be paid than will, with such salary or emoluments, be equal to the emoluments in respect of the loss whereof such compensation is payable.

104. *Persons receiving Compensation to continue to discharge the remaining Duties of their Offices.*] Any person to whom compensation is awarded under this Act in respect of the loss of emoluments of any office, and who at the passing of this Act shall have been discharging or liable to discharge in respect of such office duties other than those in matters and causes testamentary, shall, so long as he shall receive such compensation, be bound to discharge such other duties on the same terms on which, whether gratuitously or otherwise, he discharged or was liable to discharge the same before the passing of this Act.

105. *Compensation to Proctors.*] Whereas the fees or emoluments of the persons now practising as proctors in the courts now exercising jurisdiction in matters and causes testamentary may be damaged by the abolition of the exclusive rights and privileges which they have hitherto enjoyed as such proctors in such courts: Be it enacted, that the Commissioners of her Majesty's Treasury, by examination on oath or otherwise, which oath they are hereby authorised to administer, may inquire into and may, by the production of such evidence as they shall think fit to require, ascertain and absolutely determine the net annual amount of the profits arising from the transaction of business by proctors in matters and causes testamentary, on an average of five years immediately preceding the commencement of this Act, or of such proportion of five years as shall have elapsed since each and every such proctor was admitted to practise in such courts, and shall award to each and every such proctor a sum of money or annual payment during the term of his natural life of such amount as shall be equal in value to one-half of the net profits derived by such proctor in respect of matters and causes testamentary upon the said average of five years immediately preceding the commencement of this Act, or of such proportion of the said five years as shall have elapsed since the admission of each and every such proctor to practise in the courts now exercising jurisdiction in matters and causes testamentary.

106. *Compensation to Proctors in Partnership.*] And whereas divers proctors practising in the courts now exercising jurisdiction in matters and causes testamentary now are or may at the commencement of this Act be associated together in partnership: Be it therefore enacted, that in all such cases the Commissioners of her Majesty's Treasury shall inquire into and ascertain the terms or conditions of such partnerships, and shall absolutely determine and award compensation in respect thereof as hereinbefore provided to each of such partnerships, in like manner as if all the emoluments thereof had been derived by one individual, and shall apportion such compensation among the members of each such partnership, with or without benefit of survivorship, regard being had to the existing terms and conditions of the same.

107. *For the Protection of the Interests of Viscount Canterbury.*—2 & 3 *Will.* 4, *c.* 109.] And whereas the most reverend Charles late Archbishop of Canterbury, by virtue of the power given by an Act of the 9 Geo. 4, "To authorise the Lord Archbishop of Canterbury for the Time being to appoint a Person or Persons to the Office of Registrar of his Prerogative, without a previous Surrender of the existing Grant or Grants of the said Office," did by letters patent under his archiepiscopal seal, dated the 21st of June, 1828, with the confirmation of the dean and chapter of the cathedral and metropolitical Church of Christ, Canterbury, grant the said office of Registrar of his Prerogative to the Right Honourable Charles Manners Sutton, now Viscount Canterbury, then Charles Manners Sutton, Esquire, the eldest son and next heir male of the Right Honourable Charles Manners Sutton, late Viscount Canterbury, for his life, subject and without prejudice to the estates and interests, rights and privileges, of the Reverend George Moore and Robert Moore (who then held the said office by virtue of such grant as therein mentioned), and the survivor of them: And whereas by an Act passed in the 2nd and 3rd years of Will. 4, intituled "An Act for settling and securing Annuities on the Right Honourable Charles Manners Sutton and on his next Heir Male, in consideration of the eminent Services of the said Right Honourable Charles Manners Sutton," it was enacted, that an annuity of £4,000 should be payable out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland to the said Right Honourable Charles Manners Sutton, late Viscount Canterbury, during his life, and that after the decease of the said Charles late Viscount Canterbury one annuity of £3,000 be payable out of the said Consolidated Fund to the then heir male of the body of the said Charles late Viscount Canterbury, during the natural life of such heir male; and it was further enacted, that, in the event of the said Charles now Viscount Canterbury having succeeded to and being in the possession of the said annuity of £3,000, and afterwards becoming entitled to the full possession of the said office of registrar of the Prerogative of the Lord Archbishop of Canterbury, and to the fees, perquisites, profits, and emoluments thereof (provided the same should exceed the annual sum of £3,000), then and in either of the cases aforesaid the said annuity of £3,000 should cease and determine and be no longer payable to the said Charles now Viscount Canterbury: Provided nevertheless, that if the said fees, perquisites, profits, and emoluments of the said office of registrar should not produce the net annual sum of £3,000 to the said Charles now Viscount Canterbury, then there should be issued and paid out of the said Consolidated Fund such a sum of money annually as, together with the said fees, perquisites, profits, and emoluments, would make a clear annual income to the said Charles now Viscount Canterbury of £3,000: And whereas the said Charles now Viscount Canterbury, upon the decease of the said Charles late Viscount Canterbury, succeeded to and is now in possession of the annuity of £3,000, but he is not yet in possession of the said office of registrar: There shall be awarded to the said Charles now Viscount Canterbury, as a compensation for the fees, perquisites, profits, and emoluments of the said office of registrar of the Prerogative of the Lord Archbishop of Canterbury, an annuity to be calculated upon the average yearly net receipts of the legal fees, perquisites, profits, and emoluments of the said office during such period next preceding the time when this Act shall come into operation as the Commissioners of her Majesty's Treasury shall think proper; and such annuity shall commence from the time of this Act coming into operation, if the said Charles Viscount Canterbury shall then be in possession of the said office, and if not, then from the time at which the said Charles Viscount Canterbury would have become entitled, but for the passing of this Act, to the full possession of the said office, and to the receipt of the fees, perquisites, profits, and emoluments thereof, and shall be paid to the said Charles Viscount Canterbury thenceforth during his life; provided that if the said annuity by way of compensation shall exceed the annual sum of £3,000, then the said annuity of £3,000 payabl under the last-recited Act to the said Charles Viscount Canterbury shall, from and after the commencement of the said

annuity by way of compensation, cease and determine, and shall not be payable to the said Charles Viscount Canterbury; and in case the annuity awarded by way of compensation shall be less than the net annual sum of £3,000, the provision contained in the said recited Act passed in the 2nd and 3rd years of Will. 4, for the payment unto the heir male of the body of the said Charles Viscount Canterbury, out of the said Consolidated Fund, of such sum of money annually as, together with the said fees, perquisites, profits, and emoluments, would make up a clear income to him of £3,000, shall, from and after the commencement of the said annuity by way of compensation, be applicable to and be in force for the purpose of making up, together with the said annuity so to be awarded in lieu of such fees, perquisites, profits, and emoluments as aforesaid, a clear annual income of £3,000 to the said Charles now Viscount Canterbury during his life.

108. *The Registry of Prerogative Court of Canterbury to vest in Registrars of the Court.*] All the claim, title, and interest which at the time of the passing of this Act the Reverend Robert Moore, Clerk, has or is entitled to in or in respect of the building at present used as the public registry of the Prerogative Court, shall at the time appointed for the commencement of this Act vest in the registrars for the time being of the court, subject to the payment of such rents, and the performance and fulfilment of such contracts in respect thereof, as the said Robert Moore, his executors or administrators, shall be subject to at the time of such vesting.

109. *Compensation to Sir John Dodson, in case he be not appointed Judge of the Court of Probate.*] In case Sir John Dodson, the present judge of the Prerogative Court of Canterbury and Dean of the Court of Arches, be not appointed the first judge of the Court of Probate, there shall be paid to him during his natural life, as well by way of retiring pension as of salary as Dean of the Court of Arches, the net yearly sum of £2,000, to commence from the time appointed for the coming into operation of this Act, and to be paid out of the fund and in manner herein provided for the payment of compensations.

110. *Establishments in District Registries.*] There shall be a clerk or so many clerks in each district registry, and there shall be paid to such clerk or clerks such salary or respective salaries, as the judge of the court, with the sanction of the Commissioners of her Majesty's Treasury, may from time to time think fit to direct; and it shall be lawful for such judge to prescribe from time to time the qualifications which shall be possessed by persons appointed to be clerks in such district registries, and generally to regulate the establishment of such district registries with reference to the duties to be performed therein; and the clerk or clerks in each district registry shall be appointed by the district registrar, with the approval of the judge; and every such clerk may be removed by such judge, or by the district registrar with the approval of the judge.

111. *Fees payable to District Registrars.—District Registrars may be paid by Salaries instead of Fees.*] Each district registrar shall, out of the fees taken by him in respect of the business in his respective district registry, pay the salary or salaries of the clerk or clerks in such registry, and the residue of such fees shall be retained by such district registrar to his own use; and every district registrar shall keep an account of all fees so taken by him as aforesaid, and shall within one month after the end of each year render to the Commissioners of her Majesty's Treasury a faithful account in writing of all such fees received by him during such year: Provided that it shall be lawful for the Commissioners of her Majesty's Treasury, at any time after the commencement of this Act, to order that the district registrars under this Act, or any of them, shall be paid by salaries instead of fees, and to fix the salaries to be payable to them respectively; and thereupon all fees payable to the district registrars so ordered to be paid by salaries shall be accounted for and paid into the Exchequer at such times and under such regulations as the Commissioners of her Majesty's Treasury shall direct, and shall be carried to and form part of the Consolidated Fund of the United Kingdom; and the salaries of such district registrars and of their clerks shall be paid out of such moneys as shall be provided by Parliament for that purpose, and no such district registrar shall be deemed to have any claim to compensation on account of any diminution of his emoluments by reason of any such order.

112. *Compensation to Clerical Surrogates, &c.*] It shall be lawful for the Commissioners of the Treasury to grant to every clerical surrogate or other clerical person who, at the time of the passing of this Act, shall have been appointed surrogate in either of the provinces of Canterbury or York, such compensation for any loss the said surrogates or persons may sustain by the passing of this Act as the said Commissioners deem just and proper to be awarded; the said Commissioners having regard in awarding such compensation to the circumstance of the said clerical surrogates not being able to follow any other professional employment in lieu of the said office of surrogate.

113. *Persons receiving Compensation to be liable to be called upon to fill Offices, &c.*] That every person to whom any compensation shall be granted under this Act shall at all times when called upon be liable to fill any public office or situation in England under the Crown for which his previous services in any office abolished by this Act may render him eligible; and that if he shall decline when called upon so to do to take upon himself such office or situation, and execute the duties thereof satisfactorily, being in a competent state of health, he shall forfeit his right to any compensation or allowances which may have been granted to him in respect of such previous services.

114. *Publication of Accounts.*] The Commissioners of her Majesty's Treasury shall cause to be prepared in each year ending December 31, a return of all fees and moneys levied in such year under the authority of this Act; also a return of the annual salaries of the judge of the said Court of Probate, and of the registrars, deputy-registrars, clerks, and all others holding offices either in London or in the country districts, with an account of all the incidental expenses relating to the offices aforesaid, whether such salaries and expenses be defrayed out of fees, or out of any other moneys; also a return of all superannuations, pensions, annuities, retiring allowances, and compensations made payable under this Act in each year, stating the gross amount and the amount in detail of such charges: Provided always, that all such returns aforesaid shall be presented to both Houses of Parliament on or before the 31st of March in each year, if Parliament is then sitting, and if Parliament is not sitting, then such returns shall be presented within one month of the first meeting of Parliament after the 31st of March in each year: Provided also, that every district registrar shall keep an account of all fees so taken by him as aforesaid, and shall within one month after the end of each year render to the Commissioners of her Majesty's Treasury a faithful account in writing of all such fees received by him during such year.

115. *Judge, if a Privy Councillor, to be a member of Judicial Committee.*] The judge of the court, if a Privy Councillor, shall be a member of the judicial committee of the Privy Council.

116. *College of Doctors of Law may let, sell, &c., their Real and Personal Estate, and lay out Moneys in Purchase of other Estates, &c.*] And whereas, with reference to the abolition of the jurisdiction hereby abolished and otherwise, it is expedient to give, confirm, or extend certain powers to or of "The College of Doctors of Law exercent in the Ecclesiastical and Admiralty Courts," incorporated under that style and title by letters patent, dated 22nd of June, in 8 Geo. 3: Be it enacted, that it shall be lawful for the said college from time to time hereafter to let, sell, or exchange for other real or personal estate, or both, all or any part of the real and personal estate which shall for the time being belong to the said college, either directly or through the medium of any trustee or trustees, and to lay out the moneys to be received on any such sale or exchange, or otherwise, belonging to the said college as aforesaid, in the purchase of other real or personal estate, or both, but so that the said college shall not at any one time hold or enjoy real estate of a yearly value exceeding £1,000 in the whole, and to pay, apply, and dispose of the income of all the real and personal estate which shall for the time being belong to the said college as aforesaid to or for the benefit of such body or bodies politic or corporate, or person or persons, whether being or including, or not being or including, the said college, and all or any individual members or member thereof for the time being, and generally for such purposes and in such manner as the said college shall think fit: and further, to alien and dispose of all or any part of such real and personal estate, and the proceeds of any sale thereof, either by way of donation, voluntary disposition, or otherwise, unto, between, or amongst any body or bodies politic or corporate, or any person or persons whatsoever, whether being or not being a member or members of the said college: Provided always, that no donation or other voluntary disposition of the corpus, or any part of the corpus, of the real and personal estate of the said college to any person or persons being a member or members thereof at the time of such donation or other voluntary disposition shall be effectual without the previous consent thereto of a majority of the members of the said college present at any meeting of the college, and the receipt of the treasurer for the time being of the said college

shall be an effectual discharge for all gross annual and other sums which shall for the time being belong or be payable to the said college.

117. *College may surrender their Charter, and upon such Surrender shall be dissolved.*] It shall be lawful for the said college, at any time after a resolution to that effect shall have been come to at a meeting of the college, by a majority of the members present at such meeting, to surrender and yield up to her Majesty, her heirs or successors, at such time as in such resolution shall be determined, the charter of incorporation of the said college, and all franchises and privileges thereby conferred, or which shall for the time being belong to the said college; and upon and by such surrender the said corporation shall be dissolved, and shall cease to exist, for all purposes whatsoever (except so far as its existence may be requisite for the saving of the rights of her Majesty, her heirs and successors, and of all and every person and persons, body and bodies politic or corporate, whatsoever other than the said college); and all real and personal estate which at the time of such dissolution of the said college shall belong to the said college for its own use and benefit, either directly or through the medium of any trustee or trustees, shall thenceforth belong, for all the estate and interest therein which at the time of such dissolution belonged to the said college absolutely, to all the persons who at the time of such dissolution thereof shall be the president and fellowes of the said college, in equal shares as tenants in common, to and for their own use and benefit respectively, but subject to any charges or incumbrances affecting the same at the time of such dissolution; and all real and personal estate of which the said college at the time of such dissolution thereof be seised or possessed, upon any trust or trusts, shall thereupon become vested in the four persons who at the time of such dissolution shall be the president, and three senior fellowes of the said college, as joint tenants, their heirs, executors, or administrators, according to the nature of the real and personal estates respectively, upon the trust or trusts affecting the same respectively.

118. *Treasury to provide the Buildings for Registries, &c.*] It shall be lawful for the Commissioners of her Majesty's Treasury, out of such moneys as may be provided and appropriated by Parliament for that purpose, to cause to be purchased, erected, hired, or otherwise provided, such offices and buildings as may be suitable for the district registries and depository or depositories for wills, and such buildings, if any, as may be necessary for the court and principal registry, in addition to the building by this Act vested in the said registrars, or after the determination of their interest in such building.

119. *Rules and Orders to be laid before Parliament.*] All rules and orders to be made under this Act concerning procedure and practice, and the table of fees to be fixed under this Act, and all alterations thereof to be from time to time made, shall be laid before both Houses of Parliament within one month after the making thereof if Parliament be then sitting, or if Parliament be not then sitting, within one month after the commencement of the then next session of Parliament.

SCHEDULE (A.)

DISTRICTS AND PLACES OF DISTRICT REGISTRIES THROUGHOUT ENGLAND AND WALES.

Districts.	*Places of District Registries.*
County of Northumberland (*a*)	Newcastle-on-Tyne
County of Durham	Durham
Counties of Cumberland and Westmoreland	Carlisle
West Riding of the County of York	Wakefield
North Riding ditto East Riding ditto (*b*) including the City of York and Ainsty	York
County of Lancaster, except the Hundred of Salford and West Derby, and the City of Manchester	Lancaster
City of Manchester and Hundred of Salford	Manchester
Hundred of West Derby in Lancashire	Liverpool
County of Chester (*c*)	Chester
Counties of Carnarvon and Anglesea	Bangor
Counties of Flint, Denbigh, and Merioneth	St. Asaph
County of Derby	Derby
County of Nottingham (*d*)	Nottingham
Counties of Leicester and Rutland	Leicester
County of Lincoln (*e*)	Lincoln
Counties of Salop and Montgomery	Shrewsbury
Northern Division of Northampton, and Counties of Huntingdon and Cambridge (*f*)	Peterborough
County of Norfolk (*g*)	Norwich
Eastern Division of the County of Suffolk and North Division of the County of Essex	Ipswich
Western Division of the County of Suffolk	Bury St. Edmunds
County of Bedford and Southern Division of Northamptonshire (*h*)	Northampton
County of Warwick (*i*)	Birmingham
County of Stafford (*k*)	Lichfield
Counties of Radnor, Brecknock, and Hereford	Hereford
Counties of Cardigan, Carmarthen (*l*), and Pembroke (*m*), with the Deaneries of East and West Gower, in the County of Glamorgan	Carmarthen
Counties of Glamorgan (with the exception of the Deaneries of East and West Gower) and Monmouth	Llandaff
County of Worcester (*n*)	Worcester
County of Gloucester (*o*), except the present Bristol County Court District	Gloucester
Bristol and Bath present County Court Districts	Bristol
Counties of Oxford (*p*), Berks, Bucks	Oxford
Eastern Division of the County of Somerset, except the present Bath County Court District, and the part in Somersetshire of the present Bristol County Court District	Wells
Western Division of the County of Somerset	Taunton
County of Devon (*q*)	Exeter
County of Cornwall	Bodmin
County of Wilts	Salisbury
County of Dorset (*r*)	Blandford
County of Hants (*s*)	Winchester
Eastern Division of the County of Sussex (*t*)	Lewes
Western Division of the County of Sussex	Chichester
East Division of the County of Kent (*u*)	Canterbury

The divisions of counties referred to in the schedule are the divisions of the same counties described for election purposes in the Act of the 2 & 3 Will 4, c. 64, and the cities and towns herein referred to are to be taken to include the counties of such cities and towns as are counties of themselves.

SCHEDULE (B.)

	Annual Salary.
The three Registrars in London, each	£1,500
The Record Keepers, each	600
The Sealer	300

(*a*) Including the towns and counties of Newcastle-on-Tyne and Berwick-upon-Tweed.
(*b*) Including the town and county of Kingston-on-Hull.
(*c*) Including the city of Chester.
(*d*) Including the town of Nottingham.
(*e*) Including the city of Lincoln.
(*f*) Including the University of Cambridge.
(*g*) Including the city of Norwich.
(*h*) Including the town of Northampton.
(*i*) Including the city of Coventry.
(*k*) Including the city of Lichfield.
(*l*) Including the town of Carmarthen.
(*m*) Including the town of Haverfordwest.
(*n*) Including the city of Worcester.
(*o*) Including the city of Gloucester.
(*p*) Including the University of Oxford.
(*q*) Including the city of Exeter.
(*r*) Including the town of Poole.
(*s*) Including the town of Southampton and Isle of Wight.
(*t*) Including such of the Cinque Ports and their dependencies as are locally situate in the county of Sussex.
(*u*) Including the city of Canterbury and such of the Cinque Ports and their dependencies as are locally situate in the county of Kent.

CAP. LXXVIII.

An Act to amend the Act 7 & 8 Vict. c. 111, for facilitating the winding up the Affairs of Joint-Stock Companies unable to meet their Pecuniary Engagements, and also the "Joint-Stock Companies Winding-up Acts, 1848 and 1849." [25th August, 1857.

WHEREAS it is expedient to amend the Act 7 & 8 Vict. c. 111, intituled "An Act for facilitating the winding up the Affairs of Joint-Stock Companies unable to meet their pecuniary Engagements," and also to amend the "Joint-Stock Companies Winding-up Acts, 1848 and 1849," and also to make provision for the more equal distribution amongst creditors as well of the assets to arise from the separate estates or contributions of shareholders in any company as of the joint assets thereof: Be it therefore enacted &c., as follows:—

1. *Judge or Master by Advertisement may call Meetings of Creditors to appoint Representative of Creditors.—After such Advertisement, Creditors to be deemed Parties to the Winding-up.—Assignees of Bankrupt Companies to be such Representatives.*] In all cases in which an order heretofore has been or hereafter shall be made for the dissolution and winding up or for the winding up of any company, it shall be lawful for the judge or master charged with the winding up of any company, at the instance of any creditor of such company or otherwise, in all cases in which it shall appear expedient, and for the benefit of the parties interested, in and by the advertisement for proof of debts required by the 72nd section of the "Joint-Stock Companies Winding up Act, 1848," or by subsequent advertisements, or by notice transmitted to each of the creditors by post, as directed by the said two before-mentioned Acts, from time to time to call upon the creditors of the company to meet before such judge or master at such time and place as shall be fixed by him, for the purpose of appointing one or more person or persons other than the official manager to represent all the creditors of the said company in and about the said proceedings before him, or in and about so many and such of the same proceedings as to such judge or master shall from time to time seem expedient; and

it shall be lawful for two-thirds in value of the creditors present at such meetings, whose debts shall have been proved before the said judge or master, or who shall previously to such meeting have lodged an affidavit of their debt before him, and who would be entitled to vote in the choice of assignees under a bankruptcy, by themselves or by some person authorised by any letter or writing under the hand of such creditor, and which letter or writing shall require no stamp duty to be paid thereon, to choose some person or persons to represent all the creditors of any such company accordingly; and the proceedings of such meeting shall be conducted before and by the said judge or master in the same manner as would be the case if the said creditors were proceeding to the election of assignees in bankruptcy; provided, that the said judge or master may reject any person or persons so chosen who shall appear to him unfit to be such representative or representatives, or may remove any such representative or representatives, and upon such rejection or removal a new choice of a representative or representatives shall be made in like manner; and from and after the issuing of any such advertisement as aforesaid all the creditors of the said company shall be deemed parties to the winding up: Provided always, that in case such company heretofore has been or hereafter shall be adjudged bankrupt, the assignees of the estate and effects of such bankrupt company shall be deemed and taken to be and they are hereby constituted (without such advertisement or meeting as hereinbefore mentioned) the representatives of the creditors for the purposes of this Act, and shall have and exercise the same rights and powers as are hereby given to or vested in such representative or representatives; and provided also, that if any such representative or representatives of the creditors shall have been chosen or appointed in the matter of the winding up of any company before the appointment of assignees under the adjudication of bankruptcy against the same company, then upon such appointment of assignees the rights, powers, and authorities of such representative or representatives shall cease and determine, and the same rights, powers, and authorities shall thereupon become vested in and may lawfully be had and exercised by such assignees as aforesaid; and such representative or representatives shall be entitled to his or their reasonable costs in the matter of the winding up of such company.

2. *Where Company bankrupt, and no Winding-up Order, Assignees may compromise with Shareholders so as to bind all the Creditors.*] Whenever any such company heretofore has been or hereafter shall be declared bankrupt, and no winding-up order shall have been made before such company shall have become bankrupt, the assignees may, with the leave of the Court of Bankruptcy first obtained, after notice to such creditors, and subject to such condition (if any) as to obtaining the consent of creditors, or any proportion of them, as the said Court shall think fit to direct, and whether the whole of the assets of such company shall have been collected or converted or not, and having regard to the sufficiency of the assets of the company for payment of the debts or liabilities of such company, and also to the solvency and means of the several shareholders or members of such company, or any one or more of them, or to such other matters as the said Court may deem material, accept and take from all or any or either of the shareholders or members of such company such reasonable sum or sums in discharge and satisfaction of the liability of all and every the shareholders and members, or any or either of them, to the debts and liabilities of such company, in such manner and at such times as the assignees for the time being of the estate of such company shall think fit, or make any other compromise, composition, or other arrangement in the matter; and all such sum or sums as shall be payable thereunder shall be paid to and received by the official assignee, and shall be applied as part of the estate and effects of such company; and the said Court shall, at the request of the assignees for the time being of such company, give to the several shareholders and members, or such of them as shall be so discharged, a certificate under the hand and seal of the Commissioner, setting forth the circumstances of such discharge, so far as he may deem the same material, and such certificate shall thenceforth operate to all intents and purposes as an absolute release to the shareholders and members to whom the same shall relate, and may be by them pleaded and used in bar and in discharge of any action, execution, or other proceeding by any creditor whose debt or claim is by law provable under such bankruptcy; and every such shareholder and member shall be entitled, as between himself and the other shareholders or members of the company, to credit in respect of such sum or sums as shall by such certificate be declared to have been paid by him.

3. *Representatives of Creditors may concur in Proceedings, and in Compromises.—All Creditors to be bound thereby.*] It shall be lawful for such representatives or representative as hereinbefore mentioned to join and concur or take part in all the proceedings in and about the winding up of the said company, or such of the same proceedings as the judge or master shall deem expedient for the interest of the creditors, and also, subject as hereinafter is mentioned, and so far as the creditors of the said company are concerned, to make or enter into, take part in, consent to, or approve of any compromise, composition, or arbitration or other arrangement, whether for the discharge and satisfaction of the liability of all and every the shareholders and members, or any or either of them, to the debts and liabilities of such company or otherwise, as such representatives or representative for the time being shall think fit; and the certificate of the judge or master shall be deemed and taken as full and sufficient evidence and proof of every such compromise, composition, arbitration, or other arrangement, and of any discharge or release which may have been thereby effected; and it shall also be lawful for such representatives or representative as hereinbefore mentioned (subject as aforesaid) to take part in, consent to, or approve of any compromise, composition, arbitration, or other arrangement which the official manager may propose to make or enter into with the debtors or creditors of the said company or otherwise in respect of its estate or affairs; and all the creditors of the said company, whether their debts shall have been then proved or not, shall, subject to the provisions hereinafter contained, be fully and effectually bound by the acts of such representatives or representative as to all such matters as are authorised by this Act.

4. *Compromise, &c., to be subject to Consent of Creditors, if required by Judge or Master.*] No such compromise, composition, arbitration, or other arrangement, as in the last section mentioned, shall be valid as against the creditors of the company, unless the same be made with the consent of such representatives, and with leave of the judge or master, who shall give leave to the official manager to be heard thereon; and every such compromise, composition, arbitration, or other arrangement shall be subject to such conditions (if any) as to payment of the costs of any actions, suits, or other proceedings, and as to obtaining the consent of creditors, or any proportion of them, as the said judge or master shall think fit to direct.

5. *Creditors' Rights against Third Persons not to be prejudiced.*] No creditor or claimant shall be prejudiced or affected by any compromise, composition, arbitration or other arrangement hereinbefore authorised, or by carrying the same into effect, as to his right or remedy against any person other than the members and contributories thereof, to whom the same shall relate, nor otherwise than may be provided thereby; and in the event of any such compromise, composition, or other arrangement as mentioned in the 2nd and 3rd sections of this Act being made with the contributories or alleged contributories of the said company, or any or either of them, whereby, or in consequence whereof, all or any of such contributories may be or become discharged from further liability to the creditors of the said company, then and thereupon the creditors of the said company, as regards their rights and remedies against the persons, property, and effects of any persons who were shareholders of the said company at the times when the respective debts or causes of action of such creditors arose, shall be in the same position, and have the same remedies against such former shareholders as last aforesaid, their persons, property, and effects, as if such creditors had obtained execution on a judgment order or decree for the amount of their respective debts against the persons, property, and effects of the contributories of the said company who shall be or become so discharged as aforesaid, and had been unable thereby or otherwise to obtain satisfaction of such judgment decree or order, or debts, from such execution, or from such contributories beyond the amount received by such creditors respectively on account of his or their debts out of the moneys so paid or satisfied by the said contributories or any of them under such composition, compromise, or agreement as aforesaid.

6. *Proceedings under this Act subject to Appeal.*] All orders, directions, reports, and other proceedings of or before the judge or master under this Act shall be subject to the appeals given by the two aforesaid "Joint-Stock Companies Winding-up Acts, 1848 and 1849;" and all orders, directions, reports, and other proceedings of or before the Court of Bankruptcy under this Act shall be subject to the appeals given by the Bankrupt Law Consolidation Act, 1849.

7. *After Advertisements for Representative, Creditors not to*

sue at Law without Leave of Judge or Master, and Time is not to run against them.] When any such company heretofore has been or hereafter shall be adjudicated bankrupt, then, if or so soon as creditors' assignees shall have been appointed, or, when any such company shall not have been or be adjudicated bankrupt, then after the judge or master shall by advertisement have called on the creditors to appoint a representative or representatives as hereinbefore mentioned, no such action as is mentioned in the 73rd section of the said "Joint-Stock Companies Winding-up Act, 1848," shall be commenced or proceeded with, otherwise than for the purpose of making the company bankrupt, nor shall any execution or *scire facias* be issued or proceeded with against the person, property, or effects of any member or members for the time being of such company, or any former member or members thereof, except by leave of the Court of Bankruptcy where such company has been made bankrupt before an order shall have been made for winding up the company, or of the said judge or master where such company has not been made bankrupt before such order shall have been made; and no time which shall elapse after the appointment of creditors' assignees as aforesaid, or after the said creditors shall be so called on, shall be reckoned as part of the time which by virtue of any statute of limitations or otherwise is or shall be limited for commencing or prosecuting any action, suit, step, or proceeding against the company, or the persons being members or contributories thereof, or any former members or contributories thereof, with reference to or in respect of any debt or demand which might be discharged or affected by any such compromise, composition, arbitration, or other arrangement as is hereinbefore mentioned.

8. *Court may require Security.*] On the hearing of the application of any creditor of any such company for leave to commence or proceed with any such action (otherwise than as aforesaid), or to issue or proceed with a writ of *scire facias* or execution as aforesaid, it shall be a sufficient ground for refusing such leave if the person against whom or against whose property or effects such action, *scire facias*, or execution shall be sought to be commenced, issued, or proceeded with shall give or shall have given to the official assignee, in case such company shall have been declared bankrupt before an order shall have been made for winding up the company, or to the official manager in case such company shall not have been declared bankrupt before such order shall have been made, security to the satisfaction of the Court of Bankruptcy, or of the master or judge, as the case may be, for payment of such sum or sums of money, and upon such terms, and to be applied in such manner, as the said Court or the said master or judge shall require, having regard to the debts and liabilities of such company and to the circumstances of the case, and upon payment of such costs as the said Court of Bankruptcy, or the said master or judge, may think fit: Provided always, that such security to the official manager shall be subject to the consent of the representative (if any) for the time being of the creditors of such company, or if there shall be no such representative at the time of giving such security, then the same shall be subject to the consent of the representative of such creditors when appointed.

9. *Creditors to be at liberty to attend Proceedings and inspect Books of Company.*] The provisions contained in the 38th, 40th, and 48th sections of the Joint-Stock Companies Winding-up Act, 1848," shall extend to and comprise creditors or persons who have claimed to be creditors of the said company as well as contributories and alleged contributories; and after the judge or master shall have called on the creditors to appoint a representative or representatives, as hereinbefore mentioned, such creditors and persons who have claimed to be creditors shall be entitled to attend the proceedings, and to submit such proposals, and to inspect such books, as in the said sections of the said Act are mentioned.

10. *Judge or Master may appoint Commissioners for receiving Evidence.*] It shall be lawful for the judge or master of the High Court of Chancery in England acting in the winding up of any company to appoint any person in Ireland, and it shall be lawful for the master of the High Court of Chancery in Ireland acting as aforesaid to appoint any person in England, other than or in addition to the commissioners, judges, and other persons named in the 20th section of "The Joint Stock Companies Winding-up Act, 1849," to be commisssioners for the purposes and with the same powers and authorities as in the said 20th section of the last-mentioned winding-up Act are named or referred to in that behalf.

11. *Rights of Creditor under Judgment obtained in Ireland not to be affected.*] Nothing in this Act contained shall apply to or affect the rights and remedies of any creditor (unless with his own consent) under or in respect of any judgment obtained against any shareholder in Ireland, which judgment has been prior to the passing of this Act duly registered in manner required by the Act passed in the 13th and 14th Vict., intituled "An Act to amend the Laws relating to Judgments in Ireland," or who shall have actually levied execution or taken proceedings to obtain an attachment; but no such creditor claiming to retain the benefit of such registered judgment, execution, or attachment, and not to be affected by any compromise under this Act, shall be entitled to receive any further dividend, or to have recourse to any other remedy or proceeding, other than such right and remedies as he may have in respect of such judgment, execution, or attachment against the lands which are affected by the same, until all the other creditors shall have been paid in full.

12. *Petitions for winding up certain Mining Companies not to be filed in Court of Chancery, except upon special Application to the Court of Stannaries, &c.*] And whereas the dissolution and winding up of unincorporated companies for working mines within and subject to the jurisdiction of the Stannaries can now in most cases be conveniently, cheaply, and expeditiously effected in the Court of the Vice-Warden of the Stannaries: Be it enacted, that no petition shall hereafter be filed in the Court of Chancery under the Joint-Stock Companies Winding-up Acts, 1848, 1849, by any adventurer or shareholder in such a company, except upon special application to that Court, alleging and showing to the satisfaction of the Court that the company cannot be effectually dissolved or wound up in the Court of the Vice-Warden, or unless the Vice-Warden shall certify to the Court of Chancery that the jurisdiction and powers of his court are, under the circumstances, insufficient effectually to dissolve or wind up the same.

13. *In Cases where such Petitions are filed, Proof of Debts, Sales of Effects, &c., to be effected through the Court of Stannaries.*] In all cases where such a petition shall, upon such application or certificate, be filed in the Court of Chancery, the proof of debts and creditors' claims, the sale of machinery and other effects of the company within the Stannaries, and the distribution of the proceeds of such sales, shall be effected (under the general direction of the Court of Chancery), but by and through the immediate agency of the Vice-Warden or registrar of his court, unless it shall appear to the Court of Chancery to be more conducive to the interests or convenience of adventurers and creditors, or to the saving of time or expense, that such proceedings or any of them shall take place in the ordinary course and practice of the Court of Chancery under the Winding-up Acts above referred to.

14. *Act to be deemed Part of Winding-up Acts.*] This Act shall be taken and construed as a part of the said "Joint-Stock Companies Winding-up Acts, 1848 and 1849."

15. *Interpretation of Terms.*] The words shareholder, member, contributory, and alleged contributory shall be severally taken to include all contributories or alleged contributories within the meaning of the said "Joint-Stock Companies Winding-up Acts, 1848 and 1849," and also all persons who may apprehend or desire to be discharged from responsibility in respect of the debts, liabilities, or obligations of the company.

16. *Short Title of Act.*] In citing this Act in other Acts of Parliament and in legal instruments and in legal proceedings, it shall be sufficient to use the expression "The Joint-Stock Companies Winding-up Amendment Act, 1857."

CAP. LXXIX.

An Act to amend the Law relating to Probates and Letters of Administration in Ireland. [25th August, 1857.

CAP. LXXX.

An Act to amend "The Joint-Stock Companies Act, 1856." [25th August, 1857.

WHEREAS it is expedient that a further amendment should be made in "The Joint-Stock Companies Act, 1856:" Be it enacted &c., as follows:—

1. *Joint-Stock Companies Acts, 1856, 1857, not to be deemed to repeal 7 & 8 Vict. c. 110, &c., as respects Insurance Companies.—Proviso.*] The Joint-Stock Companies Acts, 1856, 1857, shall not, nor shall either of them, be deemed to have repealed, as respects companies already formed for the purpose of carrying on the business of insurance, under the Act passed in the 8th Vict. c. 110, or as respects companies hereafter to be formed for the said purpose, the said Act passed in the 8th Vict.

c. 110, or any other Act amending the same or relating to such companies: Provided that if any insurance company, formed under the said Act of the 8 Vict., or the directors of or shareholders in any such company have, during the interval between the passing of the said Joint-Stock Companies Act, 1856, and of this Act, acted as if the said Act of the 8 Vict. had, as to such company, been repealed by the said Joint-Stock Companies Act, 1856, then so far as affects the mutual rights and relations of the said company, its directors and officers, and late or present shareholders, and so far as affects any penalties which the said company, or its directors, officers, or shareholders, may have incurred by non-observance of the said Act of 8 Vict., the said Act of the 8 Vict. shall, as regards the actions of the said company, its directors and shareholders, during such interval as aforesaid, be deemed to have been repealed.

CAP. LXXXI.

An Act to amend the Burial Acts. [25th August 1857.

WHEREAS an Act was passed in the 15th and 16th Vict. (c. 85), "To amend the Laws concerning the Burial of the Dead in the Metropolis;" and an Act was passed in the 16th and 17th Vict. (c. 134), "To amend the Laws concerning the Burial of the Dead in England beyond the Limits of the Metropolis, and to amend the Act concerning the Burial of the Dead in the Metropolis;" and an Act was passed in the 17th and 18th Vict. (c. 87), "To make further Provision for the Burial of the Dead in England beyond the Limits of the Metropolis;" and Acts were passed in the 18th and 19th Vict. (cc. 78, 128), "To amend the Laws concerning the Burial of the Dead in England:" And whereas it is expedient to amend the said Acts: Be it therefore enacted &c., as follows:—

1. *Approval of a Majority of Vestries of Parishes sufficient for Acts done by Burial Boards acting for more than Two Parishes.*] All Acts authorised to be done by any Burial Board, with the approval, sanction, or authority of the vestry or vestries of the parish or parishes for which such Board is constituted, may, where a joint Burial Board is constituted for more than two parishes, be done with the approval, sanction, or authority (as the case may require) of the vestries of the majority of such parishes.

2. *Joint Burial Boards may be dissolved.*] Where the vestries of two or more parishes have agreed to provide one burial ground for the common use of such parishes, such vestries may, at any time before such burial ground has been provided, determine the union between such parishes under such agreement; and upon such union being so determined, all the provisions of the said Acts and this Act shall be applicable with regard to such parishes and the respective Burial Boards thereof as if such union had not been formed, save that any expenses already properly incurred by the joint Burial Board for such parishes shall be defrayed as provided by the said Acts.

3. *Burial Boards may provide more than one Burial Ground.*] Any Burial Board may, if they see fit, with the approval of one of her Majesty's principal Secretaries of State, provide more than one burial ground, and may, if they see fit, with such approval, instead of setting apart a portion of any burial ground for the purpose of such portion being used as unconsecrated ground, provide separate and distinct grounds to be used respectively as consecrated and unconsecrated burial grounds: Where before the passing of this Act any Burial Board has provided more than one burial ground, or has (instead of setting apart a porion of any burial ground for the purpose of being used as unconsecrated ground) provided separate and distinct grounds as consecrated and unconsecrated burial grounds, such Burial Board shall be deemed to have acted lawfully and in accordance with the said Acts.

4. *Local Board of Health may, by Order in Council, be constituted a Burial Board.*] In case it appear to her Majesty in Council, upon the petition of the Local Board of Health of any district established under the Public Health Act, or upon the petition of any Commissioners elected by the ratepayers, and acting under or by virtue of the powers of any local Act of Parliament for the improvement of any town, parish, or borough, stating that the district of such Local Board of Health or of such Commissioners is co-extensive with a district for which it is proposed to provide a burial ground, and that no Burial Board has been appointed for such district, and that an Order in Council has been made for closing all or any of the burial grounds within the said district, it shall be lawful for her Majesty, with the advice of her Privy Council, in case her Majesty see fit so to do, to order that such Local Board shall be a Burial Board for the district of such Local Board, or that such Commissioners shall be a Burial Board for the district of such Commissioners, and thereupon such Local Board or such Commissioners, as the case may be, shall be a Burial Board for such district accordingly; and the powers and provisions of the Acts hereinbefore mentioned (except the provisions relating to the constitution or appointment and resignation of members of Burial Boards), and the provisions herein contained, shall extend to the district of such Board, and to such Board, or to the district of such Commissioners, and to such Commissioners, and to any burial ground and places for the reception of the bodies of the dead previously to interment which may be provided by such Board or by such Commissioners, in like manner as to any parish or parishes and the Burial Board thereof, and any burial ground, and any such places as aforesaid provided by such last-mentioned Board, save that no approval, sanction, or authorisation of any vestry shall be requisite: Provided always, that notice of such petition, and of the time when it shall please her Majesty to order the same to be taken into consideration by the Privy Council, shall be published in the *London Gazette*, and in one of the newspapers usually circulating in the district of such Local Board or of such Commissioners, one month at least before such petition is so considered: Provided also, that this enactment shall not apply to any such district as aforesaid exclusively consisting of the whole or part of one corporate borough within the meaning of the Public Health Act, 1848.

5. *Burial Board may be established for a District not maintaining its own Poor, and which has had no separate Burial Ground.*] The vestry, or meeting in the nature of a vestry, of any parish, new parish, township, or other district not separately maintaining its own poor, and which has had no separate burial ground, may appoint a Burial Board; and such vestry or meeting, and the Burial Board appointed by it, shall exercise and have all the powers which they might have exercised and had under the said Acts and this Act if such parish, new parish, township, or district had had a separate burial ground before the passing of the said Act of the 18 & 19 Vict.: Provided always, that all the powers of any other vestry or meeting and Burial Board, if any, shall then cease and determine, so far as relates to such parish, new parish, township, or district as aforesaid; and until a burial ground shall be so provided as aforesaid, and consecrated, for any new parish or district created or to be created pursuant to the provisions of the 6 & 7 Vict. c. 37, 7 & 8 Vict. c. 94, 19 & 20 Vict. c. 104, or any or either of them, and to which the said Acts, or any or either of them, may apply, the incumbent of such new parish or district (if any burial ground has been or shall be provided under the herein recited Acts for the burial of the dead, or any or either of them, for any parish or parishes out of rates to which such new parish or district, or any part thereof, shall have contributed or contribute or be liable), shall, with respect to the burial in such last-mentioned burial ground of the remains of the parishioners or inhabitants of such new parish or district, or of such part thereof as shall have contributed or contribute as aforesaid, as the case may be, perform the same duties, and have the same rights, privileges, and authorities, and be entitled to the same fees, and also the clerk and sexton of such new parish or district shall, when necessary, respectively perform the same duties, and be entitled to the same fees, in respect of such burials, as if the said burial ground were exclusively the burial ground of such new parish or district, subject nevertheless to all provisions to which the incumbents, clerks, and sextons of original parishes are respectively subject in and by the said Burial Acts, or any or either of them: Provided also, that nothing herein contained shall affect the rights or privilges of any existing incumbent, clerk, or sexton, without the consent of such incumbent, clerk, or sexton respectively.

6. *Ordinary of Diocese may consecrate the whole or Part of Land belonging to any Parish for the Burial of poor Persons.*] Where the guardians of any parish or union are or shall hereafter become possessed of any land suitable to the purposes of a burial ground, and the Poor-law Board shall consent to the same being appropriated to the reception of the dead bodies of any poor persons whom such guardians shall be authorised or required by law to bury, it shall be lawful for the ordinary of the diocese wherein such land shall be situated, if he see fit, to consecrate the whole or a part of such land for burial purposes, and after consecration the guardians may lawfully direct any such dead body as aforesaid to be buried therein; and the land so consecrated shall not thenceforth be used for any other pur-

poses than for burials according to the rites of the United Church of England and Ireland, and shall be kept in decent order; and the fences thereof, and any building or other erection therein or adjoining thereto, used for the performance of the burial service, shall be maintained in good repair by the guardians out of the common fund of such parish or union: Provided nevertheless, that the guardians shall not be authorised to direct the body of any poor person to be buried in such grounds who, or whose husband, wife, or next of kin, shall, by letter addressed to the master of the workhouse or otherwise, have expressly desired burial to take place elsewhere.

7. *Provision for Transfer to a Burial Board of a Burial Ground provided under Church Building Acts.*] Where a burial ground has been provided for any parish under any of the Acts commonly referred to or known as the Church Building Acts, and the same has been consecrated, and any money expended in providing such burial ground has been borrowed on the security of the church rates, it shall be lawful for the incumbent of the parish, with the consent of the ordinary and the Burial Board of such parish, or of any borough or district in which such parish is wholly or in part comprised, by instrument in writing under the hands and seals of such incumbent and ordinary, and under the seal of the said Burial Board, to declare, that, in consideration of the payment of the debt by the said Burial Board, or of such sum as shall be mutually agreed upon, with the consent of the persons, signified in writing under their hands, to whom two-thirds of such debt is due, the said burial ground shall be vested in and be under the care and management of such Burial Board, and thereupon the same shall be vested in and be under the care and management of such Board, and shall be subject to the provisions of the hereinbefore recited Acts and this Act applicable to a consecrated burial ground or the consecrated part of any burial ground provided by any Burial Board; and any money borrowed as aforesaid, and remaining owing, and the interest due and to become due thereon, and all costs and expenses occasioned by the nonpayment thereof, or incurred in providing such burial ground, and then remaining unpaid, shall be charged on and paid out of such rates or fund as under the said last-mentioned Acts and this Act would be chargeable with the expense of providing a burial ground by such Board, and such declaration as aforesaid shall be registered in the registry of the diocese; and such Board may, with the approval of the vestry, enlarge such burial ground by the addition of ground to be used for burials otherwise than according to the rites of the Church of England, and to be used subject to the provisions of the Acts herein recited and of this Act in respect to the unconsecrated portions of burial grounds.

8. *Vestry of Parish in which Burial Ground is closed may purchase such Burial Ground if not belonging to Parish.*] It shall and may be lawful for the vestry of any parish in which any burial ground closed by Order in Council may be situate, and which does not belong to such parish, by resolution of the vestry at a meeting called for that purpose, to purchase such burial ground, and from the time of such purchase such burial ground shall belong to such parish, and be subject to all the conditions affecting the burial grounds of the parish in which the same is situate.

9. *Burial Boards not to be appointed for united Parishes, &c., in Cases provided for by* 18 & 19 *Vict. c.* 128, *without Consent of Secretary of State, where One of the Places separately maintains its own Poor, or has a Burial Ground.*] And whereas by the said Act of the 18 & 19 Vict. c. 128, it is enacted, that where a parish or place has been united with any other parish or place, parishes or places, for all or any ecclesiastical purposes, or where two or more parishes or places have heretofore had a church or a burial ground for their joint use, or where the inhabitants of several parishes or places have been accustomed to meet in one vestry for purposes common to such several parishes or places, it shall be lawful for the vestry, or any meeting in the nature of a vestry, of such several parishes or places, in any of the cases aforesaid, and whether any one or more of such parishes or places do or do not separately maintain its own poor, to appoint a Burial Board, and from time to time to supply vacancies therein, and to exercise the same powers of authorisation, approval, and sanction in relation to such Burial Board, and such other powers as, under the Acts therein recited and that Act, are vested in the vestry of a parish or place separately maintaining its own poor: Where any of the several parishes or places under the circumstances provided for in the said enactment separately maintains its own poor, or has a separate burial ground, it shall not be lawful for the vestry, or meeting in the nature of a vestry, of such several parishes or places to appoint a Burial Board under the said enactment without the approval of one of her Majesty's principal Secretaries of State; and in case it appear to the Secretary of State that any such parish or place has a sufficient burial ground, or that otherwise it would not be expedient that the powers given by the said enactment should be exercised in relation to such parish or place, the Secretary of State may direct that such parish or place shall be excepted from the operation of the said enactment, and thereupon the same shall be excepted accordingly; and the inhabitants of the remaining parish or parishes, place or places, may assemble in vestry, or in a meeting in the nature of a vestry, from time to time, and in such vestry or meeting may proceed in like manner under the said Acts and this Act in all respects as if the inhabitants of such last-mentioned parish or parishes, place or places, exclusively had a vestry for their common purposes, and were wholly unconnected with the parish or place so excepted.

10. *Orders in Council may be made for regulating Burial Grounds, &c.*] It shall be lawful for her Majesty, by order made by and with the advice of her Privy Council, on the representation of one of her Majesty's principal Secretaries of State, from time to time to establish such regulations as to her Majesty may seem proper for the protection of the public health, and for the maintenance of public decency, in respect of all burials in common graves in any cemeteries named in schedule (B.) to the Act 15 & 16 Vict. c. 85, and in respect of the like burials in any cemetery established under the authority of any local Act of Parliament; and every such Order in Council shall be published in the *London Gazette*; and all persons having the care of such cemeteries and burial grounds and places shall conform to and obey such regulations; and any such person who shall violate or wilfully neglect to observe any of such regulations shall, on summary conviction thereof before two justices of the peace, forfeit and pay any sum not exceeding £10: Provided always, that no such representation shall be made in relation to any cemetery or burial ground until ten days previous notice in writing of the intention to make such representation shall have been given to the person or one of the persons having the control or care of such cemetery or burial ground.

11. *No Wall or Fence required between the consecrated and unconsecrated Portions of Burial Ground.—Boundary Marks to be provided.*] It shall not be necessary to erect or maintain any wall or fence between the consecrated and the unconsecrated portions of any burial ground provided under the hereinbefore recited Acts and this Act, or any of them: Provided always, that in the case of any burial ground where there shall be no such wall or fence, it shall be the duty of the Burial Board having the care of such burial ground to place, and from time to time to repair and renew, such boundary marks of stone or iron as may be sufficient to show the boundaries of such consecrated and unconsecrated portions respectively.

12. *Appeal.*] If, upon the application in writing by any Burial Board to the bishop of the diocese for the consecration of a burial ground, declared in such writing to be in a fit and proper condition for the purpose of interment according to the rites of the United Church of England and Ireland, which application the Board is required to make as soon as such ground is in such fit and proper condition, the said bishop shall refuse to consecrate the same, it shall be lawful for such Burial Board to appeal from such refusal to the archbishop of the province, who shall decide the matter in dispute; and if the said archbishop shall decide that the said burial ground is not in a fit and proper condition as aforesaid, then the Board shall be bound to put the said ground in a fit and proper condition; and if the said archbishop shall decide that the said burial ground is in a fit and proper condition as aforesaid, and ought to be consecrated, such decision shall be communicated in writing by the archbishop to the bishop aforesaid; and if after such communication the said bishop shall not within one calendar month consecrate the said burial ground, the said archbishop shall, under his hand and seal, license the same for the interment of bodies according to the rites of the United Church of England and Ireland, and the licence of the said archbishop, so granted as aforesaid, shall, until such burial ground be consecrated, operate to make lawful the use of the same as if it had been consecrated.

13. *Power to Incumbent or Curate to bury in Burial Ground certified by Secretary of State prior to Consecration.*] In any burial ground provided under the powers of the Acts hereinbefore recited or this Act, respecting which one of her Majesty's principal Secretaries of State shall have certified that the necessary provisions have been complied with, it shall be lawful for

the incumbent or incumbents of such parish or parishes for which such burial ground is provided, or his or their curate or curates, or such duly qualified person as any such incumbent may authorise, if such incumbent, curate, or such duly qualified person respectively think fit, to bury in such burial ground prior to the decision of the bishop or archbishop upon the application for the consecration thereof.

14. *Sect. 32 of 3 Geo. 4, c. 126, exempting Funerals from Tolls, extended to Funerals in Burial Grounds provided for the Parish, although not within its Limits.*] Whereas, by s. 32 of the Act of 3 Geo. 4, c. 126, it is enacted that no toll shall be demanded or taken by virtue of that or any other Act or Acts of Parliament on any turnpike road of or from any inhabitant of any parish, township, or place, going to or returning from attending the funeral of any person who shall die and be buried in the parish, township, or place in which any turnpike road shall lie: From and after the 1st of July, 1858, or from and after the termination of any now existing lease of tolls expiring before that date: The said enactment shall extend to exempt from toll every person going to or returning from attending the funeral of any person who shall be buried in any burial ground provided for the parish, township, or place in which he died under the Acts hereinbefore recited and this Act, or any of them, or under any other Act of Parliament, although such burial ground be not within the limits of the parish, township, or place for which it may have been provided, or in which the turnpike road shall lie.

15. *Persons wilfully destroying, &c., Register Book of Burials guilty of Felony.*] That every person who shall wilfully destroy or injure, or cause to be destroyed or injured, any register book of burials kept according to the provisions of this Act, or any part or certified copy of any part of such register, or shall falsely make or counterfeit, or cause to be falsely made or counterfeited, any part of any such register or certified copy thereof, or shall wilfully insert or cause to be inserted in any registry book or certified copy thereof any false entry of any burial, or shall wilfully give any false certificate, or shall certify any writing to be a copy or extract of any such register book, knowing the same to be false in any part thereof, or shall forge or counterfeit the seal of any Burial Board, shall be guilty of felony.

16. *Sect. 4 of 52 Geo. 3, c. 146, not to apply to Burials in Grounds provided under the Burial Acts.*] Whereas, by the Act of the 52 Geo. 3, c. 146, s. 4, it is provided, that whenever the ceremony of burial shall be performed in any other place than the parish church or churchyard of any parish (or the chapel or chapelyard of any chapelry providing its own distinct registers), and such ceremony shall be performed by any minister not being the rector, vicar, minister, or curate of such parish or chapelry, the minister who shall perform such ceremony of burial shall on the same or on the next day transmit to the rector, vicar, or other minister of such parish or chapelry, or his curate, a certificate of such burial, and the rector, vicar, minister, or curate of such parish or chapelry shall thereupon enter such burial according to such certificate in the book kept pursuant to that Act for such purpose: And whereas distinct registers are by law required to be kept in the burial grounds provided under the Burial Acts: The recited enactment of the said Act of King Geo. 3 shall not apply in any case where the ceremony of burial is performed in a burial ground provided or to be provided under the Acts of her Majesty hereinbefore recited and this Act, or any of them.

17. *Fees for Service done in unconsecrated Portion of Burial Ground to be identical as for consecrated Portion.*] No fees shall be charged or received by any Burial Board in respect of any service done or right granted in the unconsecrated portion of any burial ground provided by such Board, but such as are identical in amount with the fees charged and received in respect of the same service or right in the consecrated portion of such ground, less any such portion of such corresponding fees or payments which may be received for or on account of any incumbent, churchwarden, clerk, or sexton, or of any trustee for or on behalf of any incumbent, churchwarden, clerk, or sexton.

18. *So much of s. 20 of 15 & 16 Vict. c. 85, as to Payment of Money borrowed, repealed.*] So much of s. 20 of the firstly hereinbefore recited Act as requires "that there shall be paid in every year, in addition to the interest of the money borrowed and unpaid, not less than one-twentieth of the principal sum borrowed, until the whole is discharged," shall be repealed, and the provisions of the other Acts hereinbefore recited to which the said section has been extended shall be construed accordingly.

19. *Clauses of 10 & 11 Vict. c. 16, with respect to Mortgages, incorporated.*] The clauses of the Commissioners Clauses Act, 1847, with respect to mortgages to be executed by the commissioners, shall be incorporated with this Act, and shall apply to mortgages and other securities to be executed by Burial Boards; and for the purposes of this Act the expression "the commissioners," where used in the said clauses, shall mean the Burial Board acting in the execution of the said clauses and the Acts hereinbefore recited or this Act.

20. *Sinking Fund to be provided for paying off Mortgages.*] Provided always, that for the purpose of providing a sinking fund for paying off the principal money borrowed on mortgages granted under any of the said Acts or this Act, the Burial Board shall once in every year set aside, out of the moneys charged by such mortgages, such sum as they think proper, being a sum equal to or exceeding one-fiftieth part of the principal money so borrowed.

21. *Power to Burial Boards to borrow Money on terminable Annuities.*] Any Burial Board or council of a borough may, for the purpose of raising money, instead of making mortgages under any of the said Acts, grant terminable annuities for a life or lives, or for any number of years not exceeding thirty years, to be paid out of the like moneys as provided with regard to the moneys secured by such mortgages.

22. *Power to Councils of Boroughs to make a separate Rate for Burial and Expenses.*] Any money required by the council of any borough for the purpose of defraying the expense of executing the Acts hereinbefore recited, or any of them, or this Act, or for paying any moneys borrowed under such Act, or any interest thereon, may be raised by such council, if they think fit, by means of a separate rate, to be called a burial rate, to be charged upon all property within such borough liable to be charged to the borough rate; and the council of such borough shall have all such powers for making and levying such rate, and all provisions shall be applicable in respect thereof, as in the case of a borough rate made under the Act passed in the 5th and 6th years of Will. 4, c. 76.

23. *Orders in Council may be issued, on Representation of Secretary of State, so as to prevent Vaults, &c., being dangerous to Health.*] It shall be lawful for her Majesty, upon the representation of one of her Majesty's principal Secretaries of State, by and with the advice of her Privy Council, from time to time to order such acts to be done by or under the directions of the churchwardens or such other persons as may have the care of any vaults or places of burial, for preventing them from becoming or continuing dangerous or injurious to the public health; and every such Order in Council shall be published in the *London Gazette*, and such churchwardens or other persons shall do or cause to be done all acts ordered as aforesaid, and the expenses incurred in and about the doing thereof shall be paid out of the poor rates of the parish: Provided always, that no such representation shall be made until ten days previous notice of the intention to make such representation shall have been given to the churchwardens or other persons, or one of the churchwardens or other persons, having the care of the vaults or places of burial to which the representation relates.

24. *Trustees of closed Cemeteries empowered, with Sanction of Secretary of State, to let, lease, or sell Portions thereof which have not received Interments.*] In all cases in which unconsecrated land or buildings is or are vested in a trustee or trustees, either under any local Act or otherwise, for the purposes of a cemetery or burial ground, and burials in such cemetery or burial ground shall by Order in Council under the hereinbefore recited Acts or any of them have been ordered to be wholly or partially discontinued, it shall be lawful for the trustee or trustees for the time being of such cemetery or burial ground, from time to time, with the sanction of one of her Majesty's principal Secretaries of State, to let, demise, or lease any part or parts in which no interment shall have taken place of such land or buildings, and to renew or accept surrenders of any leases or tenancies thereof, and to sell and absolutely dispose thereof for money in gross, or for any perpetual or other rent or rents to be made payable thereout, and by public auction or private contract, and to sell all or any such perpetual or other rent or rents for money in gross and in manner aforesaid, and for any of the purposes aforesaid to make and execute any contracts, conveyances, leases, or other assurances, and to take any measures and make any arrangements which may be deemed expedient; and upon any such lease or sale as aforesaid a grant or conveyance by such trustee or trustees alone shall be a sufficient assurance of the property thereby purported to be leased or sold, and the receipts of such trustee or trustees shall be effectual discharges for the moneys therein expressed to have been received, and shall ab-

solve any lessee or purchaser from having to see to or being answerable for the application of such moneys; and the net moneys to be received by such trustee or trustees under any of the preceding powers shall be applied by them in discharge of any incumbrances affecting such cemetery or burial ground, and any debts which such trustee or trustees may have properly incurred in their fiduciary capacity; and any residue of such moneys shall, where such land or buildings shall have been held in trust for any parish, be applied in such manner, for the benefit of such parish, as the vestry of such parish shall direct; but where such land or buildings shall have been held in trust for the benefit of private persons, such residue shall be divided by such trustee or trustees rateably among the *cestuis que trusts*; and it shall be lawful for such trustee or trustees so to apply any reserved fund in his or their hands.

25. *Bodies not to be removed from Burial Grounds, save under Faculty, without Licence of Secretary of State.*] Except in the cases where a body is removed from one consecrated place of burial to another by faculty granted by the ordinary for that purpose, it shall not be lawful to remove any body, or the remains of any body, which may have been interred in any place of burial, without licence under the hand of one of her Majesty's principal Secretaries of State, and with such precautions as such Secretary of State may prescribe as the condition of such licence; and any person who shall remove any such body or remains, contrary to this enactment, or who shall neglect to observe the precautions prescribed as the condition of the licence for removal, shall, on summary conviction before any two justices of the peace, forfeit and pay for every such offence a sum not exceeding £10.

26. *Burial Boards may in certain Cases purchase Cemeteries which have been closed.—Orders in Council to remain in force.*] Where any cemetery in which burials have, by Order in Council, under the hereinbefore recited Acts or any of them, been ordered to be discontinued, is adjoining or near to any land appropriated or about to be appropriated by any Burial Board for the purposes of a burial ground, and appears to such Board eligible for the purpose of appropriating or erecting buildings for or making approaches to such burial ground, it shall be lawful for such Board, with the approval of the vestry or respective vestries, to purchase such cemetery; and where in the like case any cemetery has been so purchased before the passing of this Act, the purchase thereof shall be deemed to have been lawful: Provided always, that, notwithstanding such purchase, such Order in Council shall remain in full force and effect in relation to such cemetery.

27. *Resolutions, &c., of Vestries not to be void by reason of Irregularity of Notices, &c.*] No resolution or proceeding of any vestry, or meeting in the nature of a vestry, for the purposes of the said recited Acts and this Act, or any of them, shall be void or voidable by reason of any defect or irregularity of or in notice of such vestry or meeting or any other error in form in the calling of such vestry or meeting, or in the proceedings thereat, unless notice in writing of such defect or irregularity or error shall have been given at such vestry or meeting, or within seven days after the day of the holding thereof, to the churchwardens or other persons to whom it belongs to call meetings of such vestry, or such meeting in the nature of a vestry, who shall thereupon call another meeting for the purpose of considering the previous resolution or proceeding or the matter thereof; and no such resolution and proceeding made or taken at any such vestry, or meeting in the nature of a vestry, before the passing of this Act, which shall not have been objected to by notice in writing to such churchwardens or persons as aforesaid, shall be deemed invalid by reason of any such defect, irregularity, or error.

28. "*Burial Board.*"] In the construction of this Act the expression "Burial Board" shall mean a Burial Board constituted under the hereinbefore recited Acts or any of them, or under this Act.

29. *Construction of certain Expressions used in* 17 & 18 *Vict. c.* 87.] That the expression "Borough" whenever used in the said Act of the 17 & 18 Vict. shall be construed to include any city, borough, port, cinque port, or town corporate named in the schedules annexed to an Act passed in the 6th year of King Will. 4, intituled "An Act to provide for the Regulation of Municipal Corporations in England and Wales," and to any city, borough, port, cinque port, or town corporate incorporated by charter granted or to be granted in pursuance of that or any subsequent Act; and the words "Town Council of any Borough," or "Council of any Borough," wherever used in the said Act of the 17 & 18 Vict., shall (as well with respect to all past as to future proceedings under the same Act, and for the purpose of confirming and making valid all such past proceedings) be construed to mean town council or council of any city, borough, port, cinque port, or town corporate.

30. *Recited Acts and this to be as One.*] The hereinbefore recited Acts and this Act shall be construed together as one Act.

CAP. LXXXII.

An Act to authorise the Embodying of the Militia. [25th August, 1857.

WHEREAS the sudden demand for the service in India of a large body of her Majesty's regular forces may render it expedient to draw out and embody the Militia or some part of the Militia of the United Kingdom: Be it therefore enacted &c., as follows:—

1. *Power to her Majesty, &c., to cause the Militia to be drawn out and embodied.*] It shall be lawful for her Majesty and for the Lord Lieutenant or other chief governor or governors of Ireland respectively, at any time after the passing of this Act, and before the 25th of March, 1858, to cause all or any part of the respective Militias in England, Scotland, and Ireland to be drawn out and embodied in like manner as in the respective cases in which such militias are now by law authorised to be drawn out and embodied.

2. *Provisions of Acts relating to the Militia extended to this Act.*] All the provisions of the Acts relating to such respective Militias and of all other Acts now in force applicable for and in the case of the drawing out and embodying of such Militias in the cases in which the same may now by law be drawn out and embodied, and to such respective Militias when so embodied, shall be applicable for and in the case of the drawing out and embodying of such respective Militias under the authority of this Act, and to such Militias when so embodied; and all militiamen ordered to be drawn out and embodied under this Act shall be subject to the same obligations of service in all respects as if they had been ordered to be drawn out and embodied in a case now provided for by law.

3. *Provisions requiring the meeting of Parliament within Fourteen Days not to apply.*] So much of the Acts relating to such Militias as requires that a proclamation shall be issued for the meeting of Parliament (if the Militia be drawn out and embodied when Parliament shall be separated by an adjournment or prorogation which will not expire within fourteen days) shall not be applicable in the case of the Militia or any part thereof being drawn out and embodied under the authority of this Act.

4. *Pay of Militia drawn out to commence from the Time appointed for their assembling.*] The pay of the officers and men of the Militia who may be drawn out under this Act shall commence from the time appointed for their assembling or joining their respective regiments, battalions, or corps, and not from the date of the order or warrant for drawing out such Militia, subject nevertheless to the provisions for postponing the commencement of such pay in the case of any person in such Militia who may not join his regiment, battalion, or corps on the day appointed for that purpose.

5. *Sect.* 4 *of* 17 & 18 *Vict. c.* 13 *(concerning Service of Notices), to apply to this Act.*] Sect. 4 of the Act of the 17 & 18 Vict. c. 13, shall extend to any case of drawing out and embodying the Militia in England, or any part of such Militia, under the authority of this Act.

CAP. LXXXIII.

An Act for more effectually preventing the Sale of Obscene Books, Pictures, Prints, and other Articles. [25th August, 1857.

WHEREAS it is expedient to give additional powers for the suppression of the trade in obscene books, prints, drawings, and other obscene articles: Be it enacted &c., as follows:—

1. *Justices, &c., may authorise Search of suspected Premises.*] It shall be lawful for any metropolitan police magistrate or other stipendiary magistrate, or for any two justices of the peace, upon complaint made before him or them upon oath that the complainant has reason to believe, and does believe, that any obscene books, papers, writings, prints, pictures, drawings, or other representations are kept in any house, shop, room, or other place within the limits of the jurisdiction of any such magistrate or justices, for the purpose of sale or distribution exhibition for purposes of gain, lending upon hire, or being otherwise published for purposes of gain, which complainant shall also state upon oath that one or more articles of the like character have been sold, distributed, exhibited, lent, or otherwise published as aforesaid, at or in connection with such place, so as to satisfy such magistrate or justices that the belief of the said

complainant is well founded, and upon such magistrate or justices being also satisfied that any of such articles so kept for any of the purposes aforesaid are of such a character and description that the publication of them would be a misdemeanor, and proper to be prosecuted as such, to give authority by special warrant to any constable or police officer into such house, shop, room, or other place, with such assistance as may be necessary, to enter in the daytime, and, if necessary, to use force, by breaking open doors or otherwise, and to search for and seize all such books, papers, writings, prints, pictures, drawings, or other representations as aforesaid found in such house, shop, room, or other place, and to carry all the articles so seized before the magistrate or justices issuing the said warrant, or some other magistrate or justices exercising the same jurisdiction; and such magistrate or justices shall thereupon issue a summons calling upon the occupier of the house or other place which may have been so entered by virtue of the said warrant to appear within seven days before such police stipendiary magistrate or any two justices in petty sessions for the district, to show cause why the articles so seized should not be destroyed; and if such occupier or some other person claiming to be the owner of the said articles shall not appear within the time aforesaid, or shall appear, and such magistrate or justices shall be satisfied that such articles or any of them are of the character stated in the warrant, and that such or any of them have been kept for any of the purposes aforesaid, it shall be lawful for the said magistrate or justices, and he or they are hereby required, to order the articles so seized, except such of them as he or they may consider necessary to be preserved as evidence in some further proceeding, to be destroyed at the expiration of the time hereinafter allowed for lodging an appeal, unless notice of appeal as hereinafter mentioned be given, and such articles shall be in the meantime impounded; and if such magistrate or justices shall be satisfied that the articles seized are not of the character stated in the warrant, or have not been kept for any of the purposes aforesaid, he or they shall forthwith direct them to be restored to the occupier of the house or other place in which they were seized.

2. *Tender of Amends, &c.*] No plaintiff shall recover in any action for any irregularity, trespass, or other wrongful proceeding made or committed in the execution of this Act, or in, under, or by virtue of any authority hereby given, if tender of sufficient amends shall have been made by or on behalf of the party who shall have committed such irregularity, trespass, or other wrongful proceeding, before such action brought; and in case no tender shall have been made it shall be lawful for the defendant in any such action, by leave of the Court where such action shall depend, at any time before issue joined, to pay into court such sum of money as he shall think fit, whereupon such proceeding, order, and adjudication shall be had and made in and by such Court as in other actions where defendants are allowed to pay money into court.

3. *Limitation of Actions.*] No action, suit, or information, or any other proceeding, of what nature soever, shall be brought against any person for anything done or omitted to be done in pursuance of this Act, or in the execution of the authorities under this Act, unless notice in writing shall be given by the party intending to prosecute such action, suit, information, or other proceeding, to the intended defendant, one calendar month at least before prosecuting the same, nor unless such action, suit, information, or other proceeding shall be brought or commenced within three calendar months next after the act or omission complained of, or in case there shall be a continuation of damage, then within three calendar months next after the doing such damage shall have ceased.

4. *Appeal.*] Any person aggrieved by any act or determination of such magistrate or justices in or concerning the execution of this Act, may appeal to the next general or quarter sessions for the county, riding, division, city, borough, or place in and for which such magistrate or justices shall have so acted, giving to the magistrate or justices of the peace whose act or determination shall be appealed against notice in writing of such appeal, and of the grounds thereof, within seven days after such act or determination and before the next general or quarter sessions, and entering within such seven days into a recognisance, with sufficient surety, before a justice of the peace for the county, city, borough, or place in which such act or determination shall have taken place, personally to appear and prosecute such appeal, and to abide the order of and pay such costs as shall be awarded by such court of quarter sessions or any adjournment thereof, and the Court at such general or quarter sessions shall hear and determine the matter of such appeal, and shall make such order therein as shall to the said Court seem meet; and such Court, upon hearing and finally determining such appeal, shall and may, according to their discretion, award such costs to the party appealing or appealed against as they shall think proper; and if such appeal be dismissed or decided against the appellant or be not prosecuted, such Court may order the articles seized forthwith to be destroyed: Provided always, that it shall not be lawful for the appellant on the hearing of any such appeal to go into or give evidence of any other grounds of appeal against any such order, act, or determination than those set forth in such notice of appeal.

5. *Act not to extend to Scotland.*] This Act shall not extend to Scotland.

CAP. LXXXIV.

An Act for confirming a Scheme of the Charity Commissioners for the College of God's Gift in Dulwich, in the County of Surrey, with certain Alterations. [25th August, 1857.

CAP. LXXXV.

An Act to amend the Law relating to Divorce and Matrimonial Causes in England. [28th August, 1857.

WHEREAS it is expedient to amend the law relating to divorce, and to constitute a court with exclusive jurisdiction in matters matrimonial in England, and with authority in certain cases to decree the dissolution of a marriage: Be it therefore enacted &c., as follows:—

1. *Commencement of Act.*] This Act shall come into operation on such day, not sooner than the 1st of January, 1858, as her Majesty shall by Order in Council appoint, provided that such Order be made one month at least previously to the day so to be appointed.

2. *Jurisdiction in Matters Matrimonial now vested in Ecclesiastical Courts to cease.*] As soon as this Act shall come into operation, all jurisdiction now exerciseable by any ecclesiastical court in England in respect of divorces *à mensâ et thoro*, suits of nullity of marriage, suits of jactitation of marriage, suits for restitution of conjugal rights, and in all causes, suits, and matters matrimonial, shall cease to be so exerciseable, except so far as relates to the granting of marriage licences, which may be granted as if this Act had not been passed.

3. *The Court may enforce Decrees or Orders made before this Act comes into operation.*] Any decree or order of any ecclesiastical court of competent jurisdiction which shall have been made before this Act comes into operation, in any cause or matter matrimonial, may be enforced or otherwise dealt with by the Court for Divorce and Matrimonial Causes hereinafter mentioned, in the same way as if it had been originally made by the said Court under this Act.

4. *As to Suits pending when this Act comes into operation.*] All suits and proceedings in causes and matters matrimonial which at the time when this Act comes into operation shall be pending in any ecclesiastical court in England shall be transferred to, dealt with, and decided by the said Court for Divorce and Matrimonial Causes, as if the same had been originally instituted in the said court.

5. *Power to Judges whose Jurisdiction is determined to deliver written Judgments.*] Provided, that if at the time when this Act comes into operation any cause or matter which would be transferred to the said Court for Divorce and Matrimonial Causes under the enactment hereinbefore contained shall have been heard before any judge having jurisdiction in relation to such cause or matter, and be then standing for judgment, such judge may, at any time within six weeks after the time when this Act comes into operation, give in to one of the registrars attending the Court for Divorce and Matrimonial Causes a written judgment thereon signed by him; and a decree or order, as the case may require, shall be drawn up in pursuance of such judgment, and every such decree or order shall have the same force and effect as if it had been drawn up in pursuance of a judgment of the Court for Divorce and Matrimonial Causes on the day on which the same was delivered to the registrar, and shall be subject to appeal under this Act.

6. *Jurisdiction over Causes Matrimonial to be exercised by the Court for Divorce and Matrimonial Causes.*] As soon as this Act shall come into operation, all jurisdiction now vested in or exerciseable by any ecclesiastical court or person in England in respect of divorces *à mensâ et thoro*, suits of nullity of marriage, suits for restitution of conjugal rights, or jactitation of marriage, and in all causes, suits, and matters matrimonial, except in respect of marriage licences, shall belong to and be vested in her Majesty, and such jurisdiction, together with the jurisdiction conferred by this Act, shall be exercised in the name of her

Majesty in a court of record, to be called "The Court for Divorce and Matrimonial Causes."

7. *No Decree for Divorce à Mensâ et Thoro to be made hereafter, but a Judicial Separation.*] No decree shall hereafter be made for a divorce *à mensâ et thoro*; but in all cases in which a decree for a divorce *à mensâ et thoro* might now be pronounced, the Court may pronounce a decree for a judicial separation, which shall have the same force and the same consequences as a divorce *à mensâ et thoro* now has.

8. *Judges of the Court.*] The Lord Chancellor, the Lord Chief Justice of the Court of Queen's Bench, the Lord Chief Justice of the Court of Common Pleas, the Lord Chief Baron of the Court of Exchequer, the senior puisne judge for the time being in each of the three last-mentioned courts, and the judge of her Majesty's Court of Probate constituted by any Act of the present session, shall be the judges of the said court.

9. *Judge of the Court of Probate to be the Judge Ordinary, and shall have full Authority, &c.*] The judge of the Court of Probate shall be called the judge ordinary of the said Court, and shall have full authority, either alone or with one or more of the other judges of the said court, to hear and determine all matters arising therein, except petitions for the dissolving of or annulling marriage, and applications for new trials of questions or issues before a jury, bills of exception, special verdicts, and special cases, and, except as aforesaid, may exercise all the powers and authority of the said Court.

10. *Petitions for Dissolution of a Marriage, &c., to be heard by Three Judges.*] All petitions, either for the dissolution or for a sentence of nullity of marriage, and applications for new trials of questions or issues before a jury, shall be heard and determined by three or more judges of the said court, of whom the judge of the Court of Probate shall be one.

11. *Who to act as Judge during Absence of the Judge Ordinary.*] During the temporary absence of the judge ordinary, the Lord Chancellor may, by writing under his hand, authorise the Master of the Rolls, the judge of the Admiralty Court, or either of the Lords Justices, or any Vice-Chancellor, or any judge of the superior courts of law at Westminster, to act as judge ordinary of the said Court for Divorce and Matrimonial Causes; and the Master of the Rolls, the judge of the Admiralty Court, Lord Justice, Vice-Chancellor, or judge of the superior courts, shall, when so acting, have and exercise all the jurisdiction, power, and authority which might have been exercised by the judge ordinary.

12. *Sittings of the Court.*] The Court for Divorce and Matrimonial Causes shall hold its sittings at such place or places in London or Middlesex or elsewhere as her Majesty in Council shall from time to time appoint.

13. *Seal of the Court.*] The Lord Chancellor shall direct a seal to be made for the said Court, and may direct the same to be broken, altered, and renewed at his discretion; and all decrees and orders, or copies of decrees or orders of the said Court, sealed with the said seal, shall be received in evidence.

14. *Officers of the Court.*] The registrars and other officers of the principal registry of the Court of Probate shall attend the sittings of the Court for Divorce and Matrimonial Causes, and assist in the proceedings thereof, as shall be directed by the rules and orders under this Act.

15. *Power to Advocates, Barristers, &c., of Ecclesiastical and Superior Courts to practise in the Court.*] All persons admitted to practise as advocates or proctors respectively in any ecclesiastical court in England, and all barristers, attorneys, and solicitors entitled to practise in the superior courts at Westminster, shall be entitled to practise in the Court of Divorce and Matrimonial Causes; and such advocates and barristers shall have the same relative rank and precedence which they now have in the Judicial Committee of the Privy Council, unless and until her Majesty shall otherwise order.

16. *Sentence of Judicial Separation may be obtained by Husband or Wife for Adultery, &c.*] A sentence of judicial separation (which shall have the effect of a divorce *à mensâ et thoro* under the existing law, and such other legal effect as herein mentioned) may be obtained, either by the husband or the wife, on the ground of adultery, or cruelty, or desertion without cause for two years and upwards.

17. *Application for Restitution of Conjugal Rights or Judicial Separation may be made by Husband or Wife by Petition to Court, &c.*] Application for restitution of conjugal rights or for judicial separation on any one of the grounds aforesaid may be made by either husband or wife, by petition to the Court, or to any judge of assize at the assizes held for the county in which the husband and wife reside or last resided together, and which judge of assize is hereby authorised and required to hear and determine such petition, according to the rules and regulations which shall be made under the authority of this Act; and the Court or judge to which such petition is addressed, on being satisfied of the truth of the allegations therein contained, and that there is no legal ground why the same should not be granted, may decree such restitution of conjugal rights or judicial separation accordingly, and, where the application is by the wife, may make any order for alimony which shall be deemed just: Provided always, that any judge of assize to whom such petition shall be presented may refer the same to any of her Majesty's counsel or serjeant-at-law named in the commission of assize or Nisi Prius, and such counsel or serjeant shall, for the purpose of deciding upon the matters of such petition, have all the powers that any such judge would have had by virtue of this Act or otherwise.

18. *Powers of Judges of Assize for Purposes of deciding Applications under Authority of this Act.*] For the purpose of hearing and deciding all applications under the authority of this Act, the judge of assize or person nominated by him as aforesaid shall be entitled to avail himself of the services of all officers, and use and exercise all powers and authorities, which the court of assize may employ, use, and exercise for the determination of causes and other matters now usually heard and decided by them respectively; and the said judge of assize or other person shall also for the purpose have and be entitled to exercise all the powers and authorities hereby given to the Court for the hearing and deciding applications made to it, and also the powers hereby given to the Court to make provision touching the custody, maintenance, and education of children; and every order made by any judge of assize or other person under the authority of this Act may, on the application of the person obtaining the same, be entered as an order of the Court, and when so entered shall have the same force and effect, and be enforced in the same manner, as if such order had been originally made by the Court.

19. *The Court to regulate Fees on Proceedings before Judges, &c.*] The Court shall from time to time fix and regulate the fees which shall be payable upon all proceedings under any application to a judge of assize under this Act; and such fees shall be received in money, for their own benefit, by the persons to whom or for whose use the same shall be directed to be paid.

20. *Orders may be reviewed.*] Any order so entered as aforesaid may be reviewed, and either altered or reversed on appeal to the judge ordinary of the Court, but such appeal shall not stay the intermediate execution of the order, unless the judge ordinary shall so direct, who shall have power, if such appeal be dismissed or abandoned, to order the appellant to pay to the other party the full costs incurred by reason of such appeal.

21. *Wife deserted by her Husband may apply to a Police Magistrate or Justices in Petty Sessions for Protection.*] A wife deserted by her husband may at any time after such desertion, if resident within the metropolitan district, apply to a police magistrate, or, if resident in the country, to justices in petty sessions, or in either case to the Court, for an order to protect any money or property she may acquire by her own lawful industry, and property which she may become possessed of, after such desertion, against her husband or his creditors, or any person claiming under him; and such magistrate or justices or Court, if satisfied of the fact of such desertion, and that the same was without reasonable cause, and that the wife is maintaining herself by her own industry or property, may make and give to the wife an order protecting her earnings and property acquired since the commencement of such desertion, from her husband and all creditors and persons claiming under him, and such earnings and property shall belong to the wife as if she were a feme sole: Provided always, that every such order, if made by a police magistrate or justices at petty sessions, shall, within ten days after the making thereof, be entered with the registrar of the county court within whose jurisdiction the wife is resident; and that it shall be lawful for the husband, and any creditor or other person claiming under him, to apply to the Court, or to the magistrate or justices by whom such order was made, for the discharge thereof: Provided also, that if the husband or any creditor of or person claiming under the husband shall seize or continue to hold any property of the wife after notice of any such order, he shall be liable, at the suit of the wife (which she is hereby empowered to bring), to restore the specific property, and also for a sum equal to double the value of the property so seized or held after such notice as aforesaid:

If any such order of protection be made, the wife shall, during the continuance thereof, be and be deemed to have been, during such desertion of her, in the like position in all respects, with regard to property and contracts, and suing and being sued, as she would be under this Act if she obtained a decree of judicial separation.

22. *Court to act on Principles of the Ecclesiastical Courts.*] In all suits and proceedings, other than proceedings to dissolve any marriage, the said Court shall proceed and act and give relief on principles and rules which in the opinion of the said Court shall be as nearly as may be conformable to the principles and rules on which the ecclesiastical courts have heretofore acted and given relief, but subject to the provisions herein contained and to the rules and orders under this Act.

23. *Decree of Separation obtained during the Absence of Husband or Wife may be reversed.*] Any husband or wife, upon the application of whose wife or husband, as the case may be, a decree of judicial separation has been pronounced, may, at any time thereafter, present a petition to the Court praying for a reversal of such decree on the ground that it was obtained in his or her absence, and that there was reasonable ground for the alleged desertion, where desertion was the ground of such decree; and the Court may, on being satisfied of the truth of the allegations of such petition, reverse the decree accordingly, but the reversal thereof shall not prejudice or affect the rights or remedies which any other person would have had in case such reversal had not been decreed, in respect of any debts, contracts, or acts of the wife incurred, entered into, or done between the times of the sentence of separation and of the reversal thereof.

24. *Court may direct Payment of Alimony to Wife or to her Trustee.*] In all cases in which the Court shall make any decree or order for alimony, it may direct the same to be paid either to the wife herself or to any trustee on her behalf, to be approved by the Court, and may impose any terms or restrictions which to the Court may seem expedient, and may from time to time appoint a new trustee, if for any reason it shall appear to the Court expedient so to do.

25. *In case of Judicial Separation the Wife to be considered a Feme Sole with respect to Property she may acquire, &c.*] In every case of a judicial separation the wife shall, from the date of the sentence and whilst the separation shall continue, be considered as a feme sole with respect to property of every description which she may acquire or which may come to or devolve upon her; and such property may be disposed of by her in all respects as a feme sole, and on her decease the same shall, in case she shall die intestate, go as the same would have gone if her husband had been then dead; provided, that if any such wife should again cohabit with her husband, all such property as she may be entitled to when such cohabitation shall take place shall be held to her separate use, subject, however, to any agreement in writing made between herself and her husband whilst separate.

26. *Also, for Purposes of Contract and suing.*] In every case of a judicial separation the wife shall, whilst so separated, be considered as a feme sole for the purposes of contract, and wrongs and injuries, and suing and being sued in any civil proceeding; and her husband shall not be liable in respect of any engagement or contract she may have entered into, or for any wrongful act or omission by her, or for any costs she may incur as plaintiff or defendant; provided, that where upon any such judicial separation alimony has been decreed or ordered to be paid to the wife, and the same shall not be duly paid by the husband, he shall be liable for necessaries supplied for her use; provided also, that nothing shall prevent the wife from joining, at any time during such separation, in the exercise of any joint power given to herself and her husband.

27. *On Adultery of Wife or Incest, &c., of Husband, Petition for Dissolution of Marriage may be presented.—As to "Incestuous Adultery."*] It shall be lawful for any husband to present a petition to the said Court, praying that his marriage may be dissolved, on the ground that his wife has since the celebration thereof been guilty of adultery; and it shall be lawful for any wife to present a petition to the said Court, praying that her marriage may be dissolved, on the ground that since the celebration thereof her husband has been guilty of incestuous adultery, or of bigamy with adultery, or of rape, or of sodomy or bestiality, or of adultery coupled with such cruelty as without adultery would have entitled her to a divorce *à mensâ et thoro*, or of adultery coupled with desertion, without reasonable excuse, for two years or upwards; and every such petition shall state as distinctly as the nature of the case permits the facts on which the claim to have such marriage dissolved is founded: Provided that for the purposes of this Act incestuous adultery shall be taken to mean adultery committed by a husband with a woman with whom if his wife were dead he could not lawfully contract marriage by reason of her being within the prohibited degrees of consanguinity or affinity; and bigamy shall be taken to mean marriage of any person, being married, to any other person during the life of the former husband or wife, whether the second marriage shall have taken place within the dominions of her Majesty or elsewhere.

28. *Adulterer to be a Co-Respondent.—Cause may be tried by a Jury.*] Upon any such petition presented by a husband the petitioner shall make the alleged adulterer a co-respondent to the said petition, unless on special grounds, to be allowed by the Court, he shall be excused from so doing; and on every petition presented by a wife for dissolution of marriage the Court, if it see fit, may direct that the person with whom the husband is alleged to have committed adultery be made a respondent; and the parties or either of them may insist on having the contested matters of fact tried by a jury as hereinafter mentioned.

29. *Court to be satisfied of Absence of Collusion.*] Upon any such petition for the dissolution of a marriage, it shall be the duty of the Court to satisfy itself, so far as it reasonably can, not only as to the facts alleged, but also whether or no the petitioner has been in any manner accessory to or conniving at the adultery, or has condoned the same, and shall also inquire into any counter-charge which may be made against the petitioner.

30. *Dismissal of Petition.*] In case the Court, on the evidence in relation to any such petition, shall not be satisfied that the alleged adultery has been committed, or shall find that the petitioner has during the marriage been accessory to or conniving at the adultery of the other party to the marriage, or has condoned the adultery complained of, or that the petition is presented or prosecuted in collusion with either of the respondents, then and in any of the said cases the Court shall dismiss the said petition.

31. *Power to Court to pronounce Decree for dissolving Marriage.*] In case the Court shall be satisfied on the evidence that the case of the petitioner has been proved, and shall not find that the petitioner has been in any manner accessory to or conniving at the adultery of the other party to the marriage, or has condoned the adultery complained of, or that the petition is presented or prosecuted in collusion with either of the respondents, then the Court shall pronounce a decree declaring such marriage to be dissolved: Provided always, that the Court shall not be bound to pronounce such decree if it shall find that the petitioner has during the marriage been guilty of adultery, or if the petitioner shall, in the opinion of the Court, have been guilty of unreasonable delay in presenting or prosecuting such petition, or of cruelty towards the other party to the marriage, or of having deserted or wilfully separated himself or herself from the other party before the adultery complained of, and without reasonable excuse, or of such wilful neglect or misconduct as has conduced to the adultery.

32. *Alimony.*] The Court may, if it shall think fit, on any such decree, order that the husband shall to the satisfaction of the Court secure to the wife such gross sum of money, or such annual sum of money for any term not exceeding her own life, as, having regard to her fortune (if any), to the ability of the husband, and to the conduct of the parties, it shall deem reasonable, and for that purpose may refer it to any one of the conveyancing counsel of the Court of Chancery to settle and approve of a proper deed or instrument to be executed by all necessary parties; and the said Court may in such case, if it shall see fit, suspend the pronouncing of its decree until such deed shall have been duly executed; and upon any petition for dissolution of marriage the Court shall have the same power to make interim orders for payment of money, by way of alimony or otherwise, to the wife, as it would have in a suit instituted for judicial separation.

33. *Husband may claim Damages from Adulterers.*] Any husband may, either in a petition for dissolution of marriage or for judicial separation, or in a petition limited to such object only, claim damages from any person on the ground of his having committed adultery with the wife of such petitioner, and such petition shall be served on the alleged adulterer and the wife, unless the Court shall dispense with such service, or direct some other service to be substituted; and the claim made by every such petition shall be heard and tried on the same principles, in the same manner, and subject to the same or the like rules and regulations as actions for criminal conversation are now tried

and decided in courts of common law; and all the enactments herein contained with reference to the hearing and decision of petitions to the Court shall, so far as may be necessary, be deemed applicable to the hearing and decision of petitions presented under this enactment; and the damages to be recovered on any such petition shall in all cases be ascertained by the verdict of a jury, although the respondents or either of them may not appear; and after the verdict has been given the Court shall have power to direct in what manner such damages shall be paid or applied, and to direct that the whole or any part thereof shall be settled for the benefit of the children (if any) of the marriage, or as a provision for the maintenance of the wife.

34. *Power to Court to order Adulterer to pay Costs.*] Whenever in any petition presented by a husband the alleged adulterer shall have been made a co-respondent, and the adultery shall have been established, it shall be lawful for the Court to order the adulterer to pay the whole or any part of the costs of the proceedings.

35. *Power to Court to make Orders as to Custody of Children.*] In any suit or other proceeding for obtaining a judicial separation or a decree of nullity of marriage, and on any petition for dissolving a marriage, the Court may from time to time, before making its final decree, make such interim orders, and may make such provision in the final decree, as it may deem just and proper with respect to the custody, maintenance, and education of the children the marriage of whose parents is the subject of such suit or other proceeding, and may, if it shall think fit, direct proper proceedings to be taken for placing such children under the protection of the Court of Chancery.

36. *Questions of Fact may be tried before the Court.*] In questions of fact arising in proceedings under this Act it shall be lawful for, but, except as hereinbefore provided, not obligatory upon, the Court to direct the truth thereof to be determined before itself, or before any one or more of the judges of the said court, by the verdict of a special or common jury.

37. *Where a Question is ordered to be tried a Jury may be summoned as in the Common Law Courts.—Rights to Challenge.*] The Court, or any judge thereof, may make all such rules and orders upon the sheriff or any other person for procuring the attendance of a special or common jury for the trial of such question as may now be made by any of the superior courts of common law at Westminster, and may also make any other orders which to such Court or judge may seem requisite; and every such jury shall consist of persons possessing the like qualifications, and shall be struck, summoned, balloted for, and called in like manner, as if such jury were a jury for the trial of any cause in any of the said superior courts; and every juryman so summoned shall be entitled to the same rights, and subject to the same duties and liabilities, as if he had been duly summoned for the trial of any such cause in any of the said superior courts; and every party to any such proceeding shall be entitled to the same rights as to challenge and otherwise as if he were a party to any such cause.

38. *Such Question to be reduced into Writing, and a Jury to be sworn to try it.—Judge to have same Powers as at Nisi Prius.*] When any such question shall be so ordered to be tried such question shall be reduced into writing in such form as the Court shall direct, and at the trial the jury shall be sworn to try the said question, and a true verdict to give thereon according to the evidence; and upon every such trial the Court or judge shall have the same powers, jurisdiction, and authority as any judge of any of the said superior courts sitting at Nisi Prius.

39. *Bill of Exceptions, Special Verdict, and Special Case.*] Upon the trial of any such question or of any issue under this Act a bill of exceptions may be tendered, and a general or special verdict or verdicts, subject to a special case, may be returned, in like manner as in any cause tried in any of the said superior courts; and every such bill of exceptions, special verdict, and special case respectively shall be stated, settled, and sealed in like manner as in any cause tried in any of the said superior courts, and where the trial shall not have been had in the Court for Divorce and Matrimonial Causes shall be returned into such Court without any writ of error or other writ; and the matter of law in every such bill of exceptions, special verdict, and special case shall be heard and determined by the full Courts, subject to such right of appeal as is hereinafter given in other cases.

40. *Court may direct Issues to try any Fact.*] It shall be lawful for the Court to direct one or more issue or issues to be tried in any court of common law, and either before a judge of assize in any county or at the sittings for the trial of causes in London or Middlesex, and either by a special or common jury, in like manner as is now done by the Court of Chancery.

41. *Affidavit in support of a Petition.*] Every person seeking a decree of nullity of marriage, or a decree of judicial separation, or a dissolution of marriage, or decree in a suit of jactitation of marriage, shall, together with the petition or other application for the same, file an affidavit verifying the same so far as he or she is able to do so, and stating that there is not any collusion or connivance between the deponent and the other party to the marriage.

42. *Service of Petition.*] Every such petition shall be served on the party to be affected thereby, either within or without her Majesty's dominions, in such manner as the Court shall by any general or special order from time to time direct, and for that purpose the Court shall have all the powers conferred by any statute on the Court of Chancery: Provided always, that the said Court may dispense with such service altogether in case it shall seem necessary or expedient so to do.

43. *Examination of Petitioner.*] The Court may, if it shall think fit, order the attendance of the petitioner, and may examine him or her, or permit him or her to be examined or cross-examined on oath on the hearing of any petition, but no such petitioner shall be bound to answer any question tending to show that he or she has been guilty of adultery.

44. *Adjournment.*] The Court may from time to time adjourn the hearing of any such petition, and may require further evidence thereon, if it shall see fit so to do.

45. *Court may order Settlement of Property for Benefit of innocent Party and Children of Marriage.*] In any case in which the Court shall pronounce a sentence of divorce or judicial separation for adultery of the wife, if it shall be made appear to the Court that the wife is entitled to any property either in possession or reversion, it shall be lawful for the Court, if it shall think proper, to order such settlement as it shall think reasonable to be made of such property or any part thereof, for the benefit of the innocent party, and of the children of the marriage, or either or any of them.

46. *Mode of taking Evidence.*] Subject to such rules and regulations as may be established as herein provided, the witnesses in all proceedings before the Court where their attendance can be had shall be sworn and examined orally in open court: Provided, that parties, except as hereinbefore provided, shall be at liberty to verify their respective cases in whole or in part by affidavit, but so that the deponent in every such affidavit shall, on the application of the opposite party, or by direction of the Court, be subject to be cross-examined by or on behalf of the opposite party orally in open court, and after such cross-examination may be re-examined orally in open court as aforesaid by or on behalf of the party by whom such affidavit was filed.

47. *Court may issue Commissions or give Orders for Examination of Witnesses Abroad or unable to attend.*] Provided, that where a witness is out of the jurisdiction of the court, or where, by reason of his illness or from other circumstances, the Court shall not think fit to enforce the attendance of the witness in open court, it shall be lawful for the Court to order a commission to issue for the examination of such witness on oath, upon interrogatories or otherwise, or, if the witness be within the jurisdiction of the court, to order the examination of such witness on oath, upon interrogatories or otherwise, before any officer of the said court, or other person to be named in such order for the purpose; and all the powers given to the courts of law at Westminster by the Acts of the 13 Geo. 3, c. 63, and of the 1 Will. 4, c. 22, for enabling the courts of law at Westminster to issue commissions and give orders for the examination of witnesses in actions depending in such courts, and to enforce such examination, and all the provisions of the said Acts, and of any other Acts for enforcing or otherwise applicable to such examination and the witnesses examined, shall extend and be applicable to the court and to the examination of witnesses under the commissions and orders of the said Court, and to the witnesses examined, as if such court were one of the courts of law at Westminster, and the matter before it were an action pending in such court.

48. *Rules of Evidence in Common Law Courts to be observed.*] The rules of evidence observed in the superior courts of common law at Westminster shall be applicable to and observed in the trial of all questions of fact in the court.

49. *Attendance of Witnesses on the Court.*] The Court may, under its seal, issue writs of subpœna or subpœna *duces tecum*, commanding the attendance of witnesses at such time and place as shall be therein expressed; and such writs may be served in any

part of Great Britain or Ireland; and every person served with such writ shall be bound to attend and to be sworn and give evidence in obedience thereto, in the same manner as if it had been a writ of subpœna or subpœna *duces tecum* issued from any of the said superior courts of common law in a cause pending therein, and served in Great Britain or Ireland, as the case may be: Provided that any petitioner required to be examined, or any person called as a witness or required or desiring to make an affidavit or deposition under or for the purposes of this Act, shall be permitted to make his solemn affirmation or declaration instead of being sworn in the circumstances and manner in which a person called as a witness or desiring to make an affidavit or deposition would be permitted so to do under the "Common Law Procedure Act, 1854," in cases within the provisions of that Act.

50. *Penalties for false Evidence.*] All persons wilfully deposing or affirming falsely in any proceeding before the Court shall be deemed to be guilty of perjury, and shall be liable to all the pains and penalties attached thereto.

51. *Costs.*] The Court, on the hearing of any suit, proceeding, or petition under this Act, and the House of Lords on the hearing of any appeal under this Act, may make such order as to costs as to such Court or House respectively may seem just: Provided always, that there shall be no appeal on the subject of costs only.

52. *Enforcement of Orders and Decrees.*] All decrees and orders to be made by the Court in any suit, proceeding, or petition to be instituted under authority of this Act shall be enforced and put in execution in the same or the like manner as the judgments, orders, and decrees of the High Court of Chancery may be now enforced and put in execution.

53. *Power to make Rules, &c., for Procedure, and to alter them from Time to Time.*] The Court shall make such rules and regulations concerning the practice and procedure under this Act as it may from time to time consider expedient, and shall have full power from time to time to revoke or alter the same.

54. *Fees to be regulated.*] The Court shall have full power to fix and regulate from time to time the fees payable upon all proceedings before it, all which fees shall be received, paid, and applied as herein directed: Provided always, that the said Court may make such rules and regulations as it may deem necessary and expedient for enabling persons to sue in the said court *in formâ pauperis*.

55. *Appeal from the Judge Ordinary to the full Court.*] Either party dissatisfied with any decision of the Court in any matter which, according to the provisions aforesaid, may be made by the judge ordinary alone, may, within three calendar months after the pronouncing thereof, appeal therefrom to the full Court, whose decision shall be final.

56. *Appeal to the House of Lords in case of Petition for Dissolution of a Marriage.*] Either party dissatisfied with the decision of the full Court on any petition for the dissolution of a marriage may, within three months after the pronouncing thereof, appeal therefrom to the House of Lords if Parliament be then sitting, or, if Parliament be not sitting at the end of such three months, then within fourteen days next after its meeting; and on the hearing of any such appeal the House of Lords may either dismiss the appeal or reverse the decree, or remit the case to the Court, to be dealt with in all respects as the House of Lords shall direct.

57. *Liberty to Parties to marry again.—No Clergyman compelled to solemnise certain Marriages.*] When the time hereby limited for appealing against any decree dissolving a marriage shall have expired, and no appeal shall have been presented against such decree, or when any such appeal shall have been dismissed, or when in the result of any appeal any marriage shall be declared to be dissolved, but not sooner, it shall be lawful for the respective parties thereto to marry again, as if the prior marriage had been dissolved by death: Provided always, that no clergyman in holy orders of the United Church of England and Ireland shall be compelled to solemnise the marriage of any person whose former marriage may have been dissolved on the ground of his or her adultery, or shall be liable to any suit, penalty, or censure for solemnising or refusing to solemnise the marriage of any such person.

58. *If Minister of any Church, &c., refuses to perform Marriage Ceremony, any other Minister may perform such Service.*] Provided always, that when any minister of any church or chapel of the United Church of England and Ireland shall refuse to perform such marriage service between any persons who but for such refusal would be entitled to have the same service performed in such church or chapel, such minister shall permit any other minister in holy orders of the said United Church, entitled to officiate within the diocese in which such church or chapel is situate, to perform such marriage service in such church or chapel.

59. *No Action in England for Criminal Conversation.*] After this Act shall have come into operation no action shall be maintainable in England for criminal conversation.

60. *All Fees, except as herein provided, to be collected by Stamps.*] None of the fees payable under this Act, except as herein expressly provided, shall be received in money, but every such fee shall be collected and received by a stamp denoting the amount of the fee which would otherwise be payable; and the fees to be so collected by stamps shall be "stamp duties," and be under the management of the Commissioners of Inland Revenue.

61. *Provisions concerning Stamps for the Court of Probate to be applicable to the Purposes of this Act.*] The provisions contained in or referred to by an Act of the present session of Parliament, "to amend the Laws relating to Probates and Letters of Administration in England," and applicable to the collection and payment and accounts of the fees to be received thereunder by means of stamps, and to such stamps, and the vellum, parchment, or paper on or to which the same shall be impressed or affixed, and in relation to documents which ought to have stamps impressed thereon or affixed thereto, and to the punishment of persons for such wrongful acts as therein mentioned in relation to stamps, or fees or sums of money which ought to be collected by means of stamps, shall be applicable to and for the purposes of this Act, as if such provisions as aforesaid had been contained or referred to in this Act with reference to the like matters, and the court under this Act had been mentioned, instead of the Court of Probate, or the judge thereof, as the case may be.

62. *Expenses of the Court to be paid out of Moneys to be provided by Parliament.*] It shall be lawful for the Commissioners of her Majesty's Treasury, out of such moneys as may be provided and appropriated by Parliament for the purpose, to cause to be paid all necessary expenses of the court under this Act, and other expenses which may be incurred in carrying the provisions of this Act into effect, except as herein otherwise provided.

63. *Stamp Duty on Admission of Proctors, and annual Certificates.*] The same amount of stamp duty as is now payable on the admission of a proctor to any ecclesiastical court shall be payable by every person to be admitted as a proctor in the Court of Divorce and Matrimonial Causes, or in the Court of Probate, who shall not have been previously admitted as a proctor in the other of such courts, or in an ecclesiastical or admiralty court, and have paid the stamp duty in respect thereof; and every person who shall practise as a proctor or as a solicitor or attorney in the said Court of Divorce and Matrimonial Causes, or the said Court of Probate, shall obtain an annual certificate to authorise him so to do, under the Stamp Duty Acts, in the same manner as proctors practising in the ecclesiastical or admiralty courts, and solicitors and attorneys practising in her Majesty's courts at Westminster, are now required to do by the said Acts or any of them, and shall be subject and liable to the same penalties and disabilities in case of any neglect to obtain such certificates as such proctors, attorneys, and solicitors are now subject and liable to for any similar neglect, and as if the clauses and provisions of the said Acts in relation to such certificates had been inserted in this Act, and specially enacted in reference to proctors, solicitors, and attorneys practising in the said Court of Divorce and Matrimonial Causes and Court of Probate, provided that one annual certificate only shall be required for any one person, although he may practise in more than one of the capacities aforesaid, or in several of the courts hereinbefore mentioned.

64. *Compensation to Proctors.*] Every person who at the time of the passing of this Act has been duly admitted and is practising as a proctor in any ecclesiastical court in England shall, at the expiration of two years from and after the commencement of this Act, be entitled to make a claim for compensation to the Commissioners of her Majesty's Treasury; and the said commissioners, by examination of evidence on oath (which they are hereby empowered to administer), or otherwise, as they shall think fit, shall inquire into and ascertain the loss, if any, of professional gains and profits in respect of suits relating to marriage and divorce sustained by such proctors respectively, upon a comparison in each case of the average clear gains of the three years immediately before the commencement of this Act, arising from such last-mentioned business, and the average of the same

gains during the two years immediately succeeding the commencement of this Act; and the said commissioners shall in each case, having regard to all the circumstances, award a reasonable compensation, by way of annuity, to the persons sustaining such loss, during their lives, but in no case shall such annuity exceed one-half of the annual loss so ascertained as aforesaid; and such annuities shall be paid out of moneys to be annually provided by Parliament for that purpose, and the persons receiving the same shall be subject to the provisions contained in the 19th section of the Act of 4 & 5 Will. 4, c. 24.

65. *As to Salary of Judge of Court of Probate, if appointed Judge of Court of Divorce, &c.*] In case the judge of the Court of Probate established by any Act passed during the present session shall be appointed judge ordinary of the Court for Divorce and Matrimonial Causes, the salary of such judge shall be the sum of five thousand pounds per annum; but such judge, if afterwards appointed judge of the Admiralty Court, shall not be entitled to any increase of salary.

66. *Power to Secretary of State to order all Letters Patent, Records, &c., to be transmitted from all Ecclesiastical Courts.—Penalty on disobeying such Order.*] Any one of her Majesty's principal Secretaries of State may order every judge, registrar, or other officer of any ecclesiastical court in England or the Isle of Man, or any other person having the public custody of or control over any letters patent, records, deeds, processes, acts, proceedings, books, documents, or other instrument relating to marriages, or to suits for divorce, nullity of marriage, restitution of conjugal rights, or to any other matters or causes matrimonial, except marriage licences, to transmit the same, at such times and in such manner, to such places in London or Westminster, and under such regulations, as the said Secretary of State may appoint; and if any judge, registrar, officer, or other person shall wilfully disobey such order he shall for the first offence forfeit the sum of one hundred pounds, to be recoverable by any registrar of the Court of Probate as a debt under this Act in any of the superior courts at Westminster, and for the second and subsequent offences the judge ordinary may commit the person so offending to prison for any period not exceeding three calendar months, provided that the warrant of committal be countersigned by one of her Majesty's principal Secretaries of State, and the said persons so offending shall forfeit all claim to compensation under this Act.

67. *Rules, &c., to be laid before Parliament.*] All rules and regulations concerning practice or procedure, or fixing or regulating fees, which may be made by the Court under this Act, shall be laid before both Houses of Parliament within one month after the making thereof, if Parliament be then sitting, or if Parliament be not then sitting, within one month after the commencement of the then next session of Parliament.

68. *Yearly Account of Fees, &c., to be laid before Parliament.*] The judge ordinary of the Court for Divorce and Matrimonial Causes for the time being shall cause to be prepared in each year ending December 31 a return of all fees and moneys levied in such year on account of the fee fund of the Court of Divorce and Matrimonial Causes, and of any other fund under the authority of this Act; also, a return of the annual salaries of the said judge ordinary, and of all persons holding offices in the said court, with all the incidental expenses of the said court, whether the salaries and incidental expenses aforesaid be defrayed out of fees or out of any other moneys; also, a return of all superannuations, pensions, annuities, retiring allowances, and compensations made payable under this Act, in each year, stating the gross amount, and the amount in detail, of such charges: Provided always, that all such returns as aforesaid shall be presented to both Houses of Parliament on or before the 31st day of March in each year, if Parliament is then sitting, and if Parliament is not sitting, then such returns shall be presented within one month of the first meeting of Parliament after the 31st day of March in each year.

LOCAL AND PERSONAL ACTS,

DECLARED PUBLIC, AND TO BE JUDICIALLY NOTICED.

20 VICT.

i. An Act for enabling the Great Western, Bristol and Exeter, and South Devon Railway Companies to afford further Assistance towards the Completion of the Cornwall Railway between Plymouth and Truro; for extending the Time for the Completion thereof; and for other Purposes.

ii. An Act to re-incorporate Price's Patent Candle Company, Limited; and for other Purposes.

iii. An Act to enable the Whitehaven, Cleator, and Egremont Railway Company to raise additional Capital; and for other Purposes.

20 & 21 VICT.

i. An Act to enable the Great Southern and Western Railway Company to raise a further Sum of Money.

ii. An Act to incorporate a Company for supplying Gas to Chepstow and the Neighbourhood.

iii. An Act for granting further Powers to "the Reversionary Interest Society."

iv. An Act to incorporate the Proprietors of the Guildford Waterworks; and to confer further Powers for the Supply of Water to the Borough of Guildford.

v. An Act to amend "The Inverness and Narin Railway Act, 1854;" to enable the Inverness and Narin Railway Company to create a Preference Stock, and to raise further Sums of Money; and for other Purposes.

vi. An Act for lighting with Gas the Borough of South Shields and Neighbourhood thereof in the County of Durham.

vii. An Act for more effectually supplying with Gas the Town and Borough of Sunderland and the Neighbourhood thereof in the County of Durham.

viii. An Act for enabling the South Devon Railway Company to raise additional Capital, and for other Purposes.

ix. An Act for the Regulation of certain public Sufferance Wharves in the Port of London known as "Meriton's Sufferance Wharf" and "Hagen's Sufferance Wharf."

x. An Act for regulating the Capital of the Bedale and Leyburn Railway Company, and for other Purposes.

xi. An Act to make further Provision for supplying with Water the City of Chester and Suburbs thereof.

xii. An Act to incorporate the Guildford Gaslight and Coke Company, and to confer upon them further Powers for the Supply of Gas to Guildford and the Vicinity.

xiii. An Act to enable the Great Western and Brentford Railway Company to raise additional Capital, and for other Purposes.

xiv. An Act to enable the Peebles Railway Company to create additional Shares in their Undertaking; and for other Purposes.

xv. An Act for incorporating the Willenhall Gas Company, and for other Purposes.

xvi. An Act to authorise the Saint Helen's Canal and Railway Company to increase and regulate their Capital, and for other Purposes relating to the Company.

xvii An Act to alter the borrowing Powers of the Tralee and Killarney Railway Company.

xviii. An Act for enabling the Portsmouth Railway Company to execute certain Works in Connection with their Railway and for other Purposes.

xix. An Act to enable the North-Eastern Railway Company to cancel unissued and forfeited Shares, to create new Shares in lieu thereof, and raise authorised Capital; and for other Purposes.

xx. An Act for supplying the Burgh of Dumbarton and Places adjacent with Water; for embanking and reclaiming the Broad Meadow there; and for extending the Municipal Boundaries of the said Burgh.

xxi. An Act to amend an Act made and passed in the 5th year of Geo. 4, intituled "An Act to repeal the several Acts for the Relief and Employment of the Poor of the Parish of St. Mary Islington in the county of Middlesex; for lighting and watching and preventing Nuisances and Annoyances therein; for amending the Road from Highgate through Maiden-lane, and several other Roads in the said Parish; and for providing a Chapel of Ease and an additional Burial

Ground for the same, and to make more effectual Provisions in lieu thereof, and for other Purposes."

xxii. An Act to grant further Powers to "The Brighton, Hove, and Preston Constant Service Waterworks Company," and to amend the Act relating to the Company.

xxiii. An Act for conferring upon the Calcutta and South-Eastern Railway Company certain Powers.

xxiv. An Act to extend the Time for the compulsory Purchase of Lands for Parts of the Exeter and Exmouth Railway.

xxv. An Act for more effectually empowering the United General Gaslight Company to light the City of Cork and the Suburbs thereof with Gas.

xxvi. An Act to establish Markets and Fairs in the Parish of Kidsgrove in the County of Stafford.

xxvii. An Act to amend and extend the Provisions of "The Waterford and Tramore Railway Act, 1851," to revive and extend their Powers and increase their Capital; and for other Purposes.

xxviii. An Act for constructing and maintaining a Pier at Great Yarmouth in the County of Norfolk, to be called "The Great Yarmouth Britannia Pier."

xxix. An Act to confirm the Incorporation of the Undertaking of the Dublin and Bray Railway Company with that of the Dublin and Wicklow Railway Company, to dissolve the former Company, and to extend the Railway in the City of Dublin.

xxx. An Act for regulating the Markets and Fairs in Bridgwater; and for other Purposes.

xxxi. An Act for continuing the Term and amending and extending the Provisions of the Act relating to the Wilmslow and Lawton Turnpike Road in the County of Chester.

xxxii. An Act to enable the Fraserburgh Harbour Commissioners to purchase Lands and to borrow a further Sum of Money.

xxxiii. An Act for amalgamating the Hartlepool Dock and Railway Company with the North-Eastern Railway Company, and for vesting the Undertaking of the former Company in that of the latter; and for other Purposes.

xxxiv. An Act to cancel certain forfeited Shares in the Forth and Clyde Junction Railway Company, and to enable the Company to create new and additional Shares; and for other Purposes.

xxxv. An Act for enabling the Glasgow Gaslight Company to raise a further Sum of Money, and for other Purposes.

xxxvi. An Act for uniting the Offices of Minister and Chaplain of Saint Philip's Church in Liverpool.

xxxvii. An Act for the Improvement of Landport and Southsea, and the Neighbourhoods, in the Parishes of Portsmouth and Portsea, in the County of Southampton.

xxxviii. An Act to enable the Mayor, Aldermen, and Burgesses of the Borough of Cardigan to provide a Market House, and establish and regulate Markets and Fairs; and to regulate the Supply of Water within the Borough; and to pave, light, cleanse, regulate, and improve the Borough; and for other Purposes.

xxxix. An Act to repeal the Provisions of the Acts relating to the Bridge and Ferries across the River Wear in the Borough of Sunderland, and to grant further Powers for the Maintenance and Improvement of such Bridge and Ferries, and the Approaches and Landing Places connected therewith, or for the Erection of a new Bridge in lieu of the existing Bridge across such River.

xl. An Act for making a Railway commencing by a Junction with the Haggarleazes Branch of the Stockton and Darlington Railway near the Lands Colliery in the County of Durham, and terminating by a Junction with the Lancaster and Carlisle Railway at or near Tebay in the County of Westmoreland; and for making Arrangements with the Stockton and Darlington Railway Company; and for other Purposes.

xli. An Act for making a Railway from the Llantrissant Station of the South Wales Railway to Penrhiwfer in the Parish of Llantrissant in the County of Glamorgan, with Branches to Glanmychydd and Mynydd Gellyrhaidd, both in the said Parish of Llantrissant.

xlii. An Act to enable the New River Company to raise a further Sum of Money, to construct other Sewers at Hertford, and to amend the Acts relating to the Company.

xliii. An Act to authorise the West Hartlepool Harbour and Railway Company to convert Loans into Debenture Stock, to raise further Capital, to arrange with Holders of Shares or Stock for Conversion thereof into other Shares or Stock; and for other Purposes.

xliv. An Act for the Mansfield and Worksop Turnpike Road in the County of Nottingham.

xlv. An Act for better supplying with Water the Inhabitants of the Borough of Portsmouth in the County of Southampton.

xlvi. An Act to enable the North-Eastern Railway Company to make a Branch from their Bishop Auckland Branch Railway to the Conside Ironworks, to acquire additional Lands; and for other Purposes.

xlvii. An Act for better supplying with Water the Town of Ipswich.

xlviii. An Act for making a Bridge over the River Wye, near to the Even Pitt Ferry, and approaches thereto; for discontinuing and regulating Ferries near to the Bridge; and for other Purposes.

xlix. An Act for making a Railway from the Deeside Railway at Banchory to Charleston of Aboyne.

l. An Act to incorporate a Company for extending the Banff, Macduff, and Turriff Junction Railway from Turriff to Banff and Macduff.

li. An Act to extend the Time for making the Cork and Youghal Railway, and to vary the borrowing Powers of the Company.

lii. An Act to unite and amalgamate the Stockton New Gas Company and the Stockton Gas Consumers Company (Limited); and to authorise the united Company to raise additional Capital, and to sell their Undertaking to the Mayor, Aldermen, and Burgesses of the Borough of Stockton; and for other Purposes.

liii. An Act for making a Railway from the Grange Station of the Great North of Scotland Railway to the Harbour of Banff, with a Branch to the Harbour of Portsoy.

liv. An Act for making Railways between the City of Bristol and the South Wales Railway in the County of Monmouth, with a Steam Ferry across the River Severn in connection therewith, for the Purpose of improving the Railway Communication between South Wales and Bristol, Southampton, and the South-western Districts of England.

lv. An Act to repeal the Act relating to the Newcastle-under-Lyne and Leek Turnpike Roads, and to make other Provisions in lieu thereof.

lvi. An Act to repeal an Act passed in the 5th Year of Geo. 4, intituled "An Act for more effectually repairing and improving certain Roads leading to, through, and from the Towns of Langport, Somerton, and Castle Cary, in the County of Somerset, and for making and improving other Roads in the said County," and granting more effectual Powers in lieu thereof, and for making and improving new Lines of Road.

lvii. An Act for authorising the Lowestoft Water, Gas, and Market Company to make additional Waterworks and raise additional Capital, and to lease their Undertaking; and for other Purposes.

lviii. An Act for lighting with Gas the Borough of Shrewsbury and the Neighbourhood thereof in the County of Salop.

lix. An Act for incorporating the Burslem and Tunstall Gaslight Company and extending their Powers, and for authorising additional Works, and the raising of further Moneys; and for other Purposes.

lx. An Act for making a Railway from Lewes to Uckfield, all in the County of Sussex.

lxi. An Act to authorise the Newry, Warrenpoint, and Rostrevor Railway Company to extend their Railway at Newry and at Warrenpoint, and to enter into Arrangements with the Newry and Enniskillen Railway Company.

lxii. An Act to dissolve the Mallow and Fermoy Railway Company, and to transfer all the Powers of that Company for making and maintaining the Mallow and Fermoy Railway to the Great Southern and Western Railway Company.

lxiii. An Act for lighting with Gas the Town of Bury, and other Townships and Places in the Parish of Bury, in the County of Lancaster.

lxiv. An Act to extend the Time for the Completion of the Cannock Mineral Railway.

lxv. An Act to repeal the Acts relating to the Selby and Market Weighton Turnpike Road in the East Riding of the County of York; and to make other Provisions in lieu thereof.

lxvi. An Act for authorising the West Somerset Mineral Railway Company to make the Minehead Extension and the Cleeve Branch; and for other Purposes.

lxvii. An Act to incorporate the Stratford-upon-Avon Gas Company.

lxviii. An Act for granting additional Powers to "The Australian Agricultural Company."

lxix. An Act for enabling the Penarth Harbour, Dock, and Railway Company (heretofore called "The Ely Tidal Harbour and Railway Company") to construct Railways to and a Dock and other Works on or adjoining the South-west Bank of the River Ely, and for other Purposes.

lxx. An Act for better supplying with Water the Inhabitants of the Parishes of Saint John the Baptist (including Margate) and Saint Peter the Apostle (including Broadstairs) in the County of Kent.

lxxi. An Act to amend and enlarge the Provisions of the Acts relating to the River Tyne, and to enable the Tyne Improvement Commissioners to construct Docks at Coble Dean, and certain Works for the Improvement of such River, and for other Purposes.

lxxii. An Act for making a Railway from the London and South-Western Railway at Wimbledon to Epsom; and for other Purposes.

lxxiii. An Act for regulating the Payment of Dividends on certain Classes of Preference Shares in the London Gaslight Company.

lxxiv. An Act for the Improvement of the Town of Milford and the Neighbourhood thereof, for establishing Gasworks, Waterworks, and a Cemetery there; and for other Purposes.

lxxv. An Act for more effectually making, repairing, and maintaining the Highways, Roads, and Bridges within the County of Orkney; and for other Purposes.

lxxvi. An Act to amend "The East Kent Railway (Extension to Dover) Act, 1855."

lxxvii. An Act to enable the Midland Great Western Railway of Ireland Company to make an Extension Line of Railway to Sligo, with Branches therefrom; and for other Purposes.

lxxviii. An Act to enable the Monkland Railways Company to make and maintain certain Railways in the Counties of Lanark and Linlithgow; and for other Purposes.

lxxix. An Act to empower the Briton Ferry Floating Dock Company to raise money; and for other Purposes connected with their Undertaking.

lxxx. An Act for granting further Powers to "The City and Suburban Gas Company of Glasgow."

lxxxi. An Act to enable the Scottish Central Railway Company to make and maintain certain Extensions of their Denny Branch.

lxxxii. An Act to empower the Stamford and Essendine Railway Company to raise money, and for other Purposes connected therewith.

lxxxiii. An Act for authorising the Victoria (London) Dock Company to make a new Cut Eastward of their Dock, and to raise additional Capital; and for other Purposes.

lxxxiv. An Act for making Railways from Athlone to Roscommon and Castlereagh, to be called "The Great Northern and Western (of Ireland) Railway;" and for other Purposes.

lxxxv. An Act to enable the Great Southern and Western Railway Company to make a Railway from Tullamore to Athlone; and for other Purposes.

lxxxvi. An Act for making a Railway from the Edinburgh, Perth, and Dundee Railway at Markinch Station to the Town of Leslie, with Branches to Auchmuty Mills, Leven Bank Mill, and Prinlaws Lower Mills; and other Purposes.

lxxxvii. An Act for making a Railway from Keith to Dufftown.

lxxxviii. An Act to repeal so much of the Act relating to the Road from Bawtry Bridge in the County of Nottingham to Hainton in the County of Lincoln, and other Roads, as relates to the Second District of Roads therein mentioned, and to make other Provisions in lieu thereof.

lxxxix. An Act to allow a Drawback on the Duties payable on Coals, Culm, Coke, and Cinders.

xc. An Act for incorporating the European and Indian Junction Telegraph Company, and for other Purposes connected therewith.

xci. An Act to enable the West of Fife Mineral Railway Company to construct a Branch Railway to Roscobie; and for certain other Purposes.

xcii. An Act to continue or renew the Powers conferred on the Trustees on the River Clyde and Harbour of Glasgow to take Lands and execute Works for the Improvement of the Navigation; and for other Purposes.

xciii. An Act to enable the British Fisheries Society to enlarge, improve, and maintain Pulteney Harbour in the County of Caithness; and for other Purposes.

xciv. An Act for improving and maintaining the Harbour of Elie in the County of Fife.

xcv. An Act for confirming the Title to Lands acquired for the Purposes of the Newquay Railway, Part of "the Treffry Estates," in the County of Cornwall, and for regulating the Railway; and for other Purposes.

xcvi. An Act to empower the Staines, Wokingham, and Woking Railway Company to make a Railway to connect the Reading, Guildford, and Reigate Railway with the Great Western Railway; and for other Purposes.

xcvii. An Act to repeal "The River Slaney Improvement Act, 1852," and to make better Provision for the Execution of the Objects of that Act; and for other Purposes connected with the River Slaney.

xcviii. An Act to empower the Stockport, Disley, and Whaley Bridge Railway Company to extend their Railway to Buxton, and for other Purposes connected with their Undertaking.

xcix. An Act for the Worksop and Attercliffe Turnpike Road in the County of Nottingham and the West Riding of the County of York.

c. An Act for the Abandonment of the Westminster Terminus Railway Extension, Clapham to Norwood; and for other Purposes.

ci. An Act for making a Bridge across the River Backwater near Weymouth, and a Turnpike Road, and other Works in connection therewith, in the County of Dorset; and for other Purposes.

cii. An Act to incorporate and regulate the Atlantic Telegraph Company, and to enable the Company to establish and work Telegraphs between Great Britain, Ireland, and Newfoundland; and for other Purposes.

ciii. An Act for making a Railway from the Torquay Branch of the South Devon Railway to or near to Dartmouth, to be called "The Dartmouth and Torbay Railway;" and for other Purposes.

civ. An Act to enable the Dundalk and Enniskillen Railway Company to make certain Deviations and Alterations in their Line and Works; and for other Purposes connected with their Undertaking.

cv. An Act to authorise the East Somerset Railway Company to extend their Railway from Shepton Mallett to Wells.

cvi. An Act for making a Railway from the Llanidloes and Newtown Railway in the Parish of Llandinam in the County of Montgomery to the Town of Machynlleth in the same County.

cvii. An Act for repairing the Roads from Prestwich to Bury and Radcliffe in the County Palatine of Lancaster, and for making and maintaining as Turnpike certain other Roads in connection therewith, all in the same County; and for other Purposes.

cviii. An Act for authorising the Conversion of Parts of the Shropshire Canal to Purposes of a Railway, and the making and maintaining of a Railway accordingly, and for authorising Arrangements between the London and North-Western Railway Company and other Companies; and for other Purposes.

cix. An Act for improving the North Level Drainage, and for other Purposes relating to the Level.

cx. An Act for making a Railway from Broughton to Coniston in the County Palatine of Lancaster; and for other Purposes.

cxi. An Act for establishing and maintaining a Ferry and Floating Bridge across the River Waveney, near Burgh Saint Peter Staithe in the Parishes of Oulton in the County of Suffolk, and Burgh Saint Peter in the County of Norfolk, with proper Works and Approach Roads thereto.

cxii. An Act for making a Railway from the Essendine Station of the Great Northern Railway to Bourn in the County of Lincoln; and for other Purposes.

cxiii. An Act to enable the Midland Great Western Railway of Ireland Company to make a Railway from Streamstown to Clara; and for other Purposes.

cxiv. An Act to amend and enlarge some of the Provisions of "The Blyth and Tyne Railway Consolidation and Extensions Act, 1854;" to authorise the Relinquishment of a Branch Railway authorised by that Act, and the Construction of other Railways and Works in connection with the Blyth and Tyne Railway.

cxv. An Act to enable the Metropolitan Board of Works to open certain new Streets in the City and Liberties of Westminster and in the Borough of Southwark.

cxvi. An Act for the making and maintaining of the Stratford-upon-Avon Railway; and for other Purposes.

cxvii. An Act to make better Provision for the Burial of the Dead in the City of Manchester, and for enabling the Corporation to purchase certain Lands and effect certain Improvements in that City.

cxviii. An Act to amend two several Acts passed respectively

in the 5th year of Geo. 4 and the 2nd year of Will. 4, intituled respectively "An Act to repeal the several Acts for the Relief and Employment of the Poor of the Parish of Saint Mary Islington in the County of Middlesex; for lighting and watching, and preventing Nuisances and Annoyances therein; for amending the Road from Highgate through Maiden-lane, and several other Roads in the said Parish; and for providing a Chapel of Ease and an additional Burial Ground for the same; and to make more effectual Provisions in lieu thereof;" and "An Act to equalise the Ecclesiastical Burthens of the Parish of Saint Mary Islington in the County of Middlesex; for partially altering the Application of the Rents and Profits of the Stonefields Estate within the said Parish; for letting the Pews in the Parish Church of Saint Mary Islington and the Chapel of Ease thereto; and for other Purposes connected therewith;" and to make other and more effectual Provisions in lieu thereof.

cxix. An Act to enable the Newport, Abergavenny, and Hereford Railway Company to extend their Railway into the Aberdare and Bargoed Valleys in Glamorganshire, and for other Purposes connected with the Company.

cxx. An Act to amend and enlarge the Powers of the Acts relating to the Portadown and Dungannon Railway Company, and to enable that Company to extend their Railway to the Town of Omagh in the County of Tyrone, and to enter into certain arrangements with the Ulster and other Railway Companies with respect to the working and leasing of the Railway; and for other Purposes.

cxxi. An Act to enable the Salisbury and Yeovil Railway Company to make Deviations from the Line of their Railway, and for other Purposes connected with their Undertaking.

cxxii. An Act to enable the Whitehaven and Furness Junction Railway Company to raise additional Capital; and for other Purposes.

cxxiii. An Act to enable the Caledonian Railway Company to construct Branch Railways from their Line near Edinburgh to Granton; and for other Purposes.

cxxiv. An Act for making a Railway from the Dunfermline Branch of the Edinburgh, Perth, and Dundee Railway to Kinross, with a Branch to Kingseat; and for other Purposes.

cxxv. An Act to extend the Time for the Purchase of certain Lands required for the Metropolitan Railway; and for other Purposes.

cxxvi. An Act to enable the South Staffordshire Waterworks Company to alter and extend their Works, and obtain an additional Supply of Water; and for other Purposes.

cxxvii. An Act for incorporating the Victoria Gas Company, and for authorising them to acquire and enlarge the North Woolwich Gasworks, and to supply Gas; and for other Purposes.

cxxviii. An Act for making a Railway from near Hamilton to near Strathaven in the County of Lanark, to be called "The Hamilton and Strathaven Railway;" and for other Purposes.

cxxix. An Act to enable the Fife and Kinross Railway Company to divert Part of their Main Line, and to make an Extension from Milnathort to Kinross.

cxxx. An Act to enable the Great Yarmouth Waterworks Company to raise a further Sum of Money.

cxxxi. An Act for continuing the Term and amending and extending the Provisions of the Act relating to the Otley and Skipton Turnpike Road, and to create a further Term therein; and for other Purposes.

cxxxii. An Act to give further Powers to the Mayor, Aldermen, and Burgesses of the Borough of Salford with respect to Burial Purposes, and to authorise Arrangements with respect to Lands in and near Marlborough-square in Salford.

cxxxiii. An Act for making a Railway from the London, Brighton, and South Coast Railway at Horsham, through Billingshurst, to Pulborough, with a Branch from Pulborough to Coultershaw Mill in the Parish of Petworth, all in the County of Sussex.

cxxxiv. An Act authorising the North-Western Railway Company to divert a Portion of their Railway, and to sell or grant a Lease of their Undertaking to the Midland and Lancaster and Carlisle Railway Companies.

cxxxv. An Act to amend an Act of the 21 Geo. 3, "To prevent the Mischiefs that arise from driving Cattle within the Cities of London and Westminster, and Liberties thereof, and Bills of Mortality," and also to amend "The Metropolitan Market Act, 1851."

cxxxvi. An Act for authorising the London and South-Western Railway Company and others to make Deviations from their authorised Lines of Railway and other Works; and for authorising divers other Matters affecting that Company and other Companies and Undertakings; and for other Purposes.

cxxxvii. An Act for the Construction of Railways to supply direct Communication between Oldham, Ashton-under-Lyne, and Guide Bridge, and for the Accommodation of the Neighbourhood.

cxxxviii. An Act to make Provision with respect to Capital fraudulently created in the Great Northern and East Lincolnshire Railway Companies.

cxxxix. An Act for authorising an Extension of the Dorset Central Railway; for regulating the Capital of the Dorset Central Railway Company; and for other Purposes.

cxl. An Act for consolidating the Acts relating to the Rhymney Railway Company, and for authorising the Company to make and maintain a Branch Railway, and for regulating the Capital of the Company; and for other Purposes.

cxli. An Act for the Maintenance, Regulation, and Improvement of Watchet Harbour in the County of Somerset; and for other Purposes.

cxlii. An Act for the Transfer of the Docks of the Swansea Dock Company to the Swansea Harbour Trustees; and for authorising those Trustees to make further Works, and raise further Moneys; and for other Purposes.

cxliii. An Act for authorising Traffic Arrangements between the West End of London and Crystal Palace and the London, Brighton, and South Coast, the South-Eastern, and London and South-Western Railway Companies; for Sale of the West London and Crystal Palace Railway; for extending the Time for completing Railways; and for other Purposes.

cxliv. An Act for repairing the Road from Haslingden to Todmorden, and several Branches therefrom, all in the County Palatine of Lancaster; and for other Purposes.

cxlv. An Act to authorise the Construction of a Railway from Taunton to the Harbour of Watchet; and for other Purposes relating to the said Railway and Harbour.

cxlvi. An Act to alter, amend, and consolidate the Acts relating to the Company of Proprietors of the Norfolk Estuary.

cxlvii. An Act to provide for the Conservation of the River Thames, and for the Regulation, Management, and Improvement thereof.

cxlviii. An Act to consolidate and amend the Acts for the more effectual Preservation and Increase of Salmon, and the Regulation of the Fisheries in the River Tweed.

cxlix. An Act to authorise the Construction of a Railway from Castle Douglas in the Stewartry of Kirkcudbright to Portpatrick in the County of Wigtown.

cl. An Act to enable the Metropolitan Board of Works to form a Park for the Northern Suburbs of the Metropolis, to be called Finsbury Park.

cli. An Act to enable the Sittingbourne and Sheerness Railway Company to alter the Line and Levels of Portions of their authorised Line, and abandon Portions thereof; to construct new Branches and other Works; to authorise Working Arrangements with the East Kent Railway Company; to amend "The Sittingbourne and Sheerness Railway Act, 1856;" and for other Purposes.

clii. An Act for making a Railway from Herne Bay to Faversham, and for other Purposes connected therewith.

cliii. An Act for enabling the Taff Vale Railway Company to construct new Lines of Railway, to alter, widen, and improve Portions of their existing Railway, and for other Purposes.

cliv. An Act for the Transfer of the Interests of the Class A. Shareholders of the Saint Andrew's and Quebec Railroad Company to "The New Brunswick and Canada Railway and Land Company (Limited)."

clv. An Act to enable the South-Eastern Railway Company to make or complete a short Line of Railway at Tunbridge; and for other Purposes.

clvi. An Act enabling the Newry and Enniskillen Railway Company to construct their Railway as far as the City of Armagh; for changing the name of the Company; and for consolidating their Acts.

clvii. An Act for abolishing certain Jurisdiction of the Sheriffs' Courts of the City of London, and for amending the Process, Practice, and Mode of Pleading in the Mayor's Court, and for extending the Jurisdiction thereof.

clviii. An Act to authorise the Wycombe Railway Company to extend their Railway to Princes Risborough and to Thame.

clix. An Act for incorporating the Eastern Bengal Railway Company, and for other Purposes.

clx. An Act for authorising the Scinde Railway Company to extend their Operations, and for regulating the Capital of the Company; and for other Purposes.

clxi. An Act for making a Railway from the Lancaster and Carlisle Railway in the Parish of Kendal in the County of Westmoreland to the North-Western Railway at or near Ingleton in the West Riding of the County of York, with a Branch therefrom; and for other Purposes.

clxii. An Act for consolidating the Docks at Liverpool and Birkenhead into One Estate, and for vesting the Control and Management of them in One Public Trust; and for other Purposes.

PRIVATE ACTS,

PRINTED BY THE QUEEN'S PRINTER, AND WHEREOF THE PRINTED COPIES MAY BE GIVEN IN EVIDENCE.

1. An Act for enabling the Trustees in whom the Lands and Estate of Scotscraig in the County of Fife are vested to grant Feus of certain Portions thereof.
2. An Act to amend and explain Fleming's Estate Act, 1852.
3. An Act for authorising the Dean and Chapter of Hereford to raise Money for the Repair of the Cathedral Church of Hereford.
4. An Act to enable the Trustees of the Will of the late Francis Duke of Bridgewater to complete the Purchase of the Runcorn and Weston Canal, and to enable such Trustees more effectually to administer the Trusts of the Will of the said Duke.
5. An Act for authorising the Sale to the Dorset Central Railway Company, in consideration partly of a yearly Rentcharge and partly of a gross Sum, of Part of the Settled Estates in the County of Dorset of which the Right Honourable George Pitt Rivers Lord Rivers is now tenant for life in possession; and for other purposes.
6. An Act for carrying into effect an Agreement for a Compromise of the suit of "*Carew* v. *Waugh*," now pending in the High Court of Chancery, and for vesting the Estates to which the suit relates in Trustees upon Trust for Sale; and for other purposes.
7. An Act for authorising the raising of money on the security of Estates in the County of Glamorgan, settled by the Will of the Right Honourable Other Archer late Earl of Plymouth deceased, and the Application of the Money for the improvement of Parts of the Estates, in order to render them available as Building Lands, and for confirming an agreement with the Penarth Harbour, Dock, and Railway Company, heretofore called the Ely Tidal Harbour and Railway Company; and for other purposes.

NOT PRINTED.

8. An Act for authorising Maria Cecilia Agatha Anna Josepha Laurentia Donata Melchiora Balthassara Gaspara Princess Giustiniani, Widow of Charles Marquess Bandini, to take the Oath proper to be taken by her prior to her Naturalisation before her Majesty's Envoy Extraordinary to the Grand Duke of Tuscany, or any other member of her Majesty's Legation at the Court of Tuscany, and to give her Consent in writing to the passing of the Bill for her Naturalisation.
9. An Act to dissolve the Marriage of Edward Ley, Oil Cooper, with Rosanna Sarah Ley, his now Wife, and to enable him to marry again; and for other purposes therein mentioned.
10. An Act to dissolve the Marriage of Alexander Campbell with Maria his now Wife, and to enable him to marry again; and for other Purposes.
11. An Act to dissolve the Marriage of Henry Smith Esquire with Julia his now Wife, and to enable him to marry again; and for other Purposes therein mentioned.
12. An Act to enable Robert Shepherd, Clerk, to exercise hi Office of a Priest, and to hold any Benefice or Preferment ins the United Church of England and Ireland.
13. An Act to dissolve the Marriage of William Frederick Baring Esquire with Emily his now Wife, and to enable him to marry again; and for other Purposes.
14. An Act for naturalising Maria Cecilia Agatha Anna Josepha Laurentia Donata Melchiora Balthassara Gaspara Princess Giustiniani, Widow of Charles Marquess Bandini in the Roman States, and Sigismund Nicholas Venantius Gaietano Francis Marquess Bandini, the only Son and Heir Apparent of the said Princess Giustiniani Marchioness Dowager Bandini by the said Charles Marquess Bandini her late Husband.
15. An Act to dissolve the Marriage of Robert Keays Esquire with Maria Eliza his now Wife, and to enable him to marry again; and for other Purposes.

INDEX TO THE PUBLIC GENERAL ACTS.

SHOWING WHETHER THEY RELATE TO THE WHOLE OR TO ANY PART OF THE UNITED KINGDOM.

*** E. *signifies that the Act relates to* England (and Wales, *if the subject extends so far*).—S. *to* Scotland.—I. *to* Ireland.—E. & I. *to* England and Ireland.—G.B. *to* Great Britain.—G.B. & I. *to* Great Britain and Ireland.—U.K. *to* the whole of the United Kingdom.

The Figures between parentheses denote the Pages in the SOLICITORS' JOURNAL *where the Statutes are observed upon in the* "LEGISLATION OF THE YEAR."

The Figures at the ends of the lines denote the Pages where the Acts are set out at length, in the PUBLIC STATUTES *of the* SOLICITORS' JOURNAL.

20 VICTORIÆ.

20 & 21 VICTORIÆ.